

Application for a Permit to Use
Surface Water



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

Received

JAN 20 2026

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant

NAME RAINIER DRAINAGE IMPROVEMENT COMPANY <i>(DISTRICT FORMED UNDER ORS 554)</i>		PHONE (HM) OWRD	
PHONE (WK)	CELL	FAX	
MAILING ADDRESS 305 W 3 RD STREET, SUITE 21			
CITY RAINIER	STATE OR	ZIP 97048	E-MAIL * <i>(ALL COMMUNICATIONS VIA MAIL)</i>

Organization

NAME RAINIER DRAINAGE IMPROVEMENT COMPANY		PHONE	FAX
MAILING ADDRESS 305 W 3 RD STREET, SUITE 21		CELL	
CITY RAINIER	STATE OR	ZIP 97048	E-MAIL * <i>(ALL COMMUNICATIONS VIA MAIL)</i>

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

AGENT / BUSINESS NAME SCHROEDER LAW OFFICES, PC <i>(LAURA SCHROEDER, ATTORNEY)</i>		PHONE	FAX
MAILING ADDRESS 1915 NE CESAR CHAVEZ BLVD		CELL	
CITY PORTLAND	STATE OR	ZIP 97212	E-MAIL * <i>(ALL COMMUNICATIONS VIA MAIL)</i>

AGENT / BUSINESS NAME CWM-H2O, LLC <i>(ROBERT LONG, CWRE)</i>		PHONE	FAX
MAILING ADDRESS 311 B AVENUE, SUITE P		CELL	
CITY LAKE OSWEGO	STATE OR	ZIP 97034	E-MAIL * <i>(ALL COMMUNICATIONS VIA MAIL)</i>

By my signature below I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application.
- I cannot legally use water until the Water Resources Department issues a permit.
- The Department encourages all applicants to wait for a permit to be issued before beginning construction of any proposed diversion. Acceptance of this application does not guarantee a permit will be issued.
- If I begin construction prior to the issuance of a permit, I assume all risks associated with my actions.
- If I receive a permit, I must not waste water.
- If development of the water use is not according to the terms of the permit, the permit can be cancelled.
- The water use must be compatible with local comprehensive land use plans.
- Even if the Department issues a permit, I may have to stop using water to allow senior water right holders to receive water to which they are entitled.

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



[Handwritten Signature]

Applicant Signature

John Hanlik Pres.

Print Name and Title if applicable

12/3/25

Date

Applicant Signature

Print Name and Title if applicable

Date

SECTION 2: PROPERTY OWNERSHIP

Please indicate if you own all the lands associated with the project from which the water is to be diverted, conveyed, and used.

- YES, there are no encumbrances.
- YES, the land is encumbered by easements, rights of way, roads or other encumbrances.
- NO, I have a recorded easement or written authorization permitting access (**Attachment 2**).
- NO, I do not currently have written authorization or easement permitting access.
- NO, written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigation and/or domestic use only (ORS 274.040).
- NO, because water is to be diverted, conveyed, and/or used only on federal lands.

Affected Landowners: List the names and mailing addresses of all owners of any lands that are not owned by the applicant and that are crossed by the proposed ditch, canal or other work, even if the applicant has obtained written authorization or an easement from the owner. (*Attach additional sheets if necessary*).

- **Peterson Family Trust** (*ownership of the taxlots within the proposed POU*)
2260 Dike Road, Woodland, WA 98674 (*mailing address*)

Legal Description: You must provide the legal description of: 1. The property from which the water is to be diverted, 2. Any property crossed by the proposed ditch, canal or other work, and 3. Any property on which the water is to be used as depicted on the map (**Attachment 3**).

- Taxlot 7303-00-00399 (*diversion point, owned by Applicant*)
- Taxlot 7302-00-00700 (*place of use*)
- Taxlot 7302-00-00800 (*place of use*)
- Taxlot 7301-00-00400 (*place of use*)
- Taxlot 7301-00-00700 (*place of use*)
- Taxlot 7312-B0-00100 (*place of use*)

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JAN 20 2026
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SECTION 3: SOURCE OF WATER

A. Proposed Source of Water

Provide the commonly used name of the water body from which water will be diverted, and the name of the stream or lake it flows into (if unnamed, say so), and the locations of the point of diversion (POD):

Source 1: District drainage/reuse water (Rinearson Slough drainage system)	Tributary to: Columbia River
TRSQQ of POD: T7N, R3W, Section 3, SENE and T7N, R3W, Section 1, NWSW	

If any source listed above is stored water that is authorized under a water right permit, certificate, or decree, attach a copy of the document or list the document number (for decrees, list the volume, page and/or decree name). **N/A**

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JAN 20 2026

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B. Applications to Use Stored Water **N/A**

~~Do you, or will you, own the reservoir(s) described in Section 3A above?~~

Yes. No. (Enclose a copy of your written notification to the operator of the reservoir of your intent to file this application, which should have been mailed or delivered to the operator.)

~~If all sources listed in Section 3A are stored water, the Department will review your application using the expedited process provided in ORS 537.147, unless you check the box below. Please see the instruction booklet for more information.~~

~~By checking this box, you are requesting that the Department process your application under the standard process outlined in ORS 537.150 and 537.153, rather than the expedited process provided by ORS 537.147. To file an application under the standard process, you must enclose the following:~~

- ~~• A copy of a signed non-expired contract or other agreement with the owner of the reservoir (if not you) to impound the volume of water you propose to use in this application.~~
- ~~• A copy of your written agreement with the party (if any) delivering the water from the reservoir to you.~~

SECTION 4: SENSITIVE, THREATENED OR ENDANGERED FISH SPECIES PUBLIC INTEREST INFORMATION

This information must be provided for your application to be accepted as complete. The Water Resources Department will determine whether the proposed use will impair or be detrimental to the public interest with regard to sensitive, threatened or endangered fish species.

To answer the following questions, use the map provided in Attachment 3 or the link below to determine whether the proposed point of diversion (POD) is located in an area where the Upper Columbia, the Lower Columbia, and/or the Statewide public interest rules apply.

For more detailed information, click on the following link and enter the T,R,S,QQ or the Lat/Long of a POD and click on "Submit" to retrieve a report that will show which section, if any, of the rules apply:
https://apps.wrd.state.or.us/apps/misc/lkp_trsqg_features/

If you need help to determine in which area the proposed POD is located, please call the customer service desk at (503) 986-0900.

Upper Columbia - OAR 690-033-0115 thru -0130

Is the POD located in an area where the Upper Columbia Rules apply?

 Yes No

If yes, you are notified that the Water Resources Department will consult with numerous federal, state, local and tribal governmental entities so it may determine whether the proposed use is consistent with the "Columbia River Basin Fish and Wildlife Program" adopted by the Northwest Power Planning Council in 1994 for the protection and recovery of listed fish species. The application may be denied, heavily conditioned, or if appropriate, mitigation for impacts may be needed to obtain approval for the proposed use.

If yes,

- I understand that the proposed use does not involve appropriation of direct streamflow during the time period April 15 to September 30, except as provided in OAR 690-033-0140.
- I understand that I will install, operate and maintain a fish screen and fish passage as listed in ORS 498.301 through 498.346, and 509.580 through 509.910, to the specifications and extent required by Oregon Department of Fish and Wildlife, prior to diversion of water under any permit issued pursuant to this application.
- I understand that the Oregon Department of Environmental Quality will review my application to determine if the proposed use complies with existing state and federal water quality standards.
- I understand that I will install and maintain water use measurement and recording devices as required by the Water Resources Department, and comply with recording and reporting permit condition requirements.

Lower Columbia - OAR 690-033-0220 thru -0230

Is the POD located in an area where the Lower Columbia rules apply?

 Yes No

If yes, you are notified that that the Water Resources Department will determine, by reviewing recovery plans, the Columbia River Basin Fish and Wildlife Program, and regional restoration programs applicable to threatened or endangered fish species, in coordination with state and federal agencies, as appropriate, whether the proposed use is detrimental to the protection or recovery of a threatened or endangered fish species and whether the use can be conditioned or mitigated to avoid the detriment.

If a permit is issued, it will likely contain conditions to ensure the water use complies with existing state and federal water quality standards; and water use measurement, recording and reporting required by the Water Resources Department. The application may be denied, or if appropriate, mitigation for impacts may be needed to obtain approval of the proposed use.

If yes, provide the following information (the information must be provided with the application to be considered complete).

Yes No The proposed use is for more than **one** cubic foot per second (448.8 gpm) and is not subject to the requirements of OAR 690, Division 86 (Water Management and Conservation Plans).

If yes, provide a description of the measures to be taken to ensure reasonably efficient water use:

Pumping and flow measuring equipment will be maintained in good, operating condition and regularly checked to ensure water is being used efficiently and in compliance with the permit.

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 JAN 20 2026
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Statewide - OAR 690-033-0330 thru -0340

Is the POD located in an area where the Statewide rules apply?

Yes No

If yes, the Water Resources Department will determine whether the proposed use will occur in an area where endangered, threatened or sensitive fish species are located. If so, the Water Resources Department, Department of Fish and Wildlife, Department of Environmental Quality, and the Department of Agriculture will recommend conditions required to achieve "no loss of essential habitat of threatened and endangered (T&E) fish species," or "no net loss of essential habitat of sensitive (S) fish species." If conditions cannot be identified that meet the standards of no loss of essential T & E fish habitat or no net loss of essential S fish habitat, the agencies will recommend denial of the application unless they conclude that the proposed use would not harm the species.

SECTION 5: WATER USE

Provide the amount of water you propose to use from each source, for each use, in cubic feet-per-second (cfs) or gallons-per-minute (gpm). If the proposed use is from storage, provide the amount in acre-feet (af):

(1 cfs equals 448.8 gpm. 1 acre-foot equals 325,851 gallons or 43,560 cubic feet)

SOURCE	USE	PERIOD OF USE	AMOUNT
Drainage Re-use Water <i>(Rinearson Slough)</i>	Irrigation	When Available from July - September	3.75 <input checked="" type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af

Please indicate the number of primary, supplemental and/or nursery acres to be irrigated.

Primary: 299.7 Acres Supplemental: _____ Acres Nursery Use: _____ Acres

If supplemental acres are listed, provide the Permit or Certificate number of the underlying primary water right(s):

Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 281 AF

- If the use is **municipal or quasi-municipal**, attach **Form M** Attachment 5
- If the use is **domestic**, indicate the number of households: N/A
- If the use is **mining**, describe what is being mined and the method(s) of extraction: N/A

SECTION 6: WATER MANAGEMENT

A. Diversion and Conveyance

What equipment will you use to pump water from your source?

- Pump (give horsepower and type): TBD (pump installed near existing District lift station)
 Other means (describe):

Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water.

Water will be lifted from the District's primary drainage and reuse water ditch system (Rinearson Slough system) either near the existing discharge lift station or from a central ditch diversion. It will be pumped to the place of use through a proposed new conveyance that will connect in with existing 8" buried mainlines to be distributed throughout the place of use.

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JAN 20 2026

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B. Application Method

What equipment and method of application will be used? (e.g., drip, wheel line, high-pressure sprinkler)

Hard hose traveler.

C. Conservation

Please describe why the amount of water requested is needed and measures you propose to: prevent waste; measure the amount of water diverted; prevent damage to public uses of affected surface waters.

The amount of water requested is standard for irrigation. The system will be equipped with a water use measuring device and care will be taken to keep the system in good operating condition to avoid any adverse impacts. Water will only be used when available from the Rinearson Slough drainage ditch system at the proposed points of diversion, and will only be used when the groundwater rights associated with the place of use are unavailable.

SECTION 7: RESOURCE PROTECTION

In granting permission to use water from a stream or lake, the state encourages, and in some instances requires, careful control of activities that may affect the waterway or streamside area. See instruction guide for a list of possible permit requirements from other agencies. Please indicate any of the practices you plan to undertake to protect water resources:

- Diversion will be screened per ODFW specifications in ORS 498.301 through 498.346 to prevent uptake of fish and other aquatic life. Describe planned actions: **N/A**

Rinearson Slough is fed only by District draining and reuse water and has no direct connection to surface water bodies containing fish. The proposed source is not a fish-bearing body.

- Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas. **Note: If disturbed area is more than one acre, applicant should contact the Department of Environmental Quality to determine if a 1200C permit is required.** Describe planned actions and additional permits required for project implementation:

No clearing of riparian areas is proposed as part of this use.

- Operating equipment in a water body will be managed and timed to prevent damage to aquatic life. Describe planned actions and additional permits required for project implementation:

Rinearson Slough is not a fish-bearing body of water. The proposed use is only when agricultural drainage and reuse water is available during the irrigation season.

- Water quality will be protected by preventing erosion and run-off of waste or chemical products.
Describe planned actions:

The proposed reuse of District draining water for irrigation within the District will reduce the overall amount of water discharged back to the Columbia River from the District's lift station. This will, in effect, reduce the temperature and water quality impacts of District pumping to the Columbia and provide a net benefit to the system.

- List other federal and state permits or contracts to be obtained, if a water right permit is granted. N/A

SECTION 8: PROJECT SCHEDULE

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JAN 20 2026

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- a) Date construction will begin: 2026
- b) Date construction will be completed: 2026
- c) Date beneficial water use will begin: 2026

SECTION 9: WITHIN A DISTRICT

- Check here if the point of diversion or place of use are located within or are served by an irrigation or other water district.

Irrigation District Name Rainier Drainage Improvement District (Applicant)		Address 305 W 3 rd Street, Suite 21	
City Rainier	State OR	Zip 97048	

SECTION 10: REMARKS

Use this space to clarify any information you have provided in the application.

The Applicant is proposing when-available use of District drainage and reuse water for irrigation within the District's service area. Specifically, this application is proposing use of the drainage water for irrigation from July through September when groundwater is not available within the proposed place of use. The District is allowed irrigation within its boundaries by ORS Chapter 554.

There are several benefits to the use of the District's drainage water. The District collects drainage water within its levees and discharges is back to the Columbia River at its lift station. The water in Rinearson Slough ditch system is shallow, warm, nutrient rich, and is typically reintroduced to the River in this state during normal operations. By reusing a portion of this drainage water during the summer months, the District will reduce temperature and water quality impacts on the Columbia River from its direct discharges.

At the same time, the reuse water applied for irrigation will infiltrate deeply (in large part) into the alluvial aquifer. The groundwater flow path from the place of use to the River will allow the water to cool through thermal exchange with the aquifer medium and mixing with local groundwater. By the time the infiltrated water discharges back to the River as groundwater, it will have cooled and improved in quality.

Minimum Requirements Checklist

Minimum Requirements (OAR 690-310-0040, OAR 690-310-0050 & ORS 537.140)

Include this checklist with the application

Check that each of the following items is included. The application will be returned if all required items are not included. If you have questions, please call the Water Rights Customer Service Group at (503) 986-0900.

Please submit the original application and signatures to the Water Resources Department. Applicants are encouraged to keep a copy of the completed application.

- SECTION 1: Applicant Information and Signature
- SECTION 2: Property Ownership see Attachment 2
- SECTION 3: Source of Water
- SECTION 4: Sensitive, Threatened or Endangered Fish Species Public Interest Information
- SECTION 5: Water Use
- SECTION 6: Water Management
- SECTION 7: Resource Protection
- SECTION 8: Project Schedule
- SECTION 9: Within a District
- SECTION 10: Remarks

Received
JAN 20 2026
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Include the following additional items:

- Land Use Information Form with approval and signature of local planning department (*must be an original*) or signed receipt. Attachment 4
- Provide the legal description of: (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map. Attachment 3
- Fees - Amount enclosed: **\$5,625**
See the Department's Fee Schedule at www.oregon.gov/owrd or call (503) 986-0900.
- Map that includes the following items: Attachment 1
 - Permanent quality and drawn in ink
 - Even map scale not less than 4" = 1 mile (example: 1" = 400 ft, 1" = 1320 ft, etc.)
 - North Directional Symbol
 - Township, Range, Section, Quarter/Quarter, Tax Lots
 - Reference corner on map
 - Location of each diversion, by reference to a recognized public land survey corner (distances north/south and east/west)
 - Indicate the area of use by Quarter/Quarter and tax lot identified clearly.
 - Number of acres per Quarter/Quarter and hatching to indicate area of use if for primary irrigation, supplemental irrigation, or nursery
 - Location of main canals, ditches, pipelines or flumes (if well is outside of the area of use)

ATTACHMENT 2 - WRITTEN AUTHORIZATION

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JAN 20 2026
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WATER DELIVERY CONTRACT

This Water Delivery Contract (“Contract”) is made between Rainier Drainage Improvement Company (“District”), an Oregon drainage district, and the Peterson Family Trust (“Trust”), a certified trust, as of the Effective Date set out below.

RECITALS

- A. The District is a public corporation formed under Oregon Revised Statutes (“ORS”) Chapter 554 and is the successor corporation to the Rainier Drainage District.
- B. The Trust is a certified trust and the owner of real property (“Property”) described in Paragraph 2 herein.
- C. The District provides flood control, drainage, and irrigation water for particular lands in Columbia County, Oregon. The District, through its water distribution and collection system, has from time to time in the past, permitted certain of its run-off water (alternatively, “surplus water,” or “drainage and reuse water”) to be delivered, released, or discharged within the District’s service area.
- D. The District wishes to deliver, release, or discharge when-available District run-off water to the Trust for irrigation within the District’s service area, specifically, such run-off water from Rinearson Slough, to the Property, at delivery points as depicted in Exhibit A attached hereto and incorporated herein (“Trust Delivery Points”), during the months of July, August, and September, which comprise the irrigation season, and, only when groundwater is not available within the proposed place of use within the Property.
- E. The Trust wishes to receive District run-off water for irrigation of the Property at the Trust Delivery Points.
- F. The parties wish to memorialize their agreement that the District will deliver, release, or discharge run-off water to the Trust for irrigation of the Property at the Trust Delivery Points, pursuant to the terms and conditions herein.

AGREEMENT

THEREFORE, in consideration of the mutual benefits, promises, and covenants set forth herein, the District and the Trust, (together, the “Parties”) intending to be legally bound, agree as follows:

1. **Recitals.** The Recitals set forth above are incorporated herein and made a part of this Contract.

2. **Property.** The Property is the following described real property, comprising the parcels identified as Tax Lots 7302-00-00700, 7302-00-00800, 7301-00-00400, 7301-00-00700, and 7312-B0-00100, situate and being in Columbia County, Oregon, to-wit:

T7N, R3W, Section 3, SENE and T7N, R3W, Section 1, NWSW

3. **Water Delivery.** The District agrees to deliver, release, or discharge District run-off water to the Property, pursuant to the terms and conditions described in Paragraph 3.1 herein, in the amount described in Paragraph 3.2 herein, in exchange for payment as described in Paragraph 3.3 herein, at the Trust Delivery Points as depicted in Exhibit A attached hereto.

3.1 **Availability.** The District agrees to permit the Trust to impound and pump or otherwise use run-off water released or discharged by the District pursuant to this Contract onto the Property at the Trust Delivery Points only when the operating management of the District have determined that such surplus waters may be so used without prejudice to the rights of other water users of the District, and the District shall be under no obligation to grant any given amount of water, or any water, if the District finds that such water is not available in the District's reasonable determination. Further, delivery, discharge, or release of District run-off water pursuant to this Contract will only occur during July, August, and September, and only when groundwater is not available within the proposed place of use within the Property. The Trust acknowledges that the water delivery service which the District is obligated to provide to the Trust under this Contract is dependent upon the availability of District water in the District's reasonable determination. The Trust recognizes the reasonable uncertainty of such service and is willing to accept all of the risks related to such reasonable uncertainty. Any reasonable determination by the District as to the availability of District water for delivery to the Trust pursuant to this Contract shall be final and not subject to challenge. It is also acknowledged that this agreement is without prejudice to the rights of the District to the recovery and use of its run-off waters other than those released hereunder for the use and benefit of the Trust and any such waters not so released or discharged for the benefit of the Trust shall not be deemed the subject matter of this agreement. Further, it is acknowledged that if the District receives written instructions from the Oregon Water Resources Department, any court, magistrate, arbitrator, or other judicial, state or federal official, to cease delivery of water to the Trust, the District may provide 24 hours' written notice to the Trust to cease water delivery to the Trust pursuant to this Contract.

3.2 **Amount.** The District agrees to delivery, release, or discharge District run-off water to the Trust at the Trust Delivery Points on the Property up to the full per acre duty authorized by the water rights of record for 307.81 acres.

3.3 **Payment.** The Trust agrees to pay the District an annual per acre charge as the District may annually determine for the delivery, release, or discharge District run-off water pursuant to this Contract Notice for the annual payment will be made on or before June 1 of each year payable by the Trust before delivery begins.

Received
JAN 20 2026

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4. **Water Rights.** This Contract shall not be construed to transfer or convey or cause the transfer or conveyance of any water right of either Party to any other party, nor shall this Contract prejudice either Party with respect to any such water right.

5. **Term.** The term of this Contract is perpetual, unless and until this Contract is terminated pursuant to Paragraph 6 herein. This Contract shall be enforceable against the Parties from the Effective Date unless and until this Contract is terminated pursuant to Paragraph 6 herein.

6. **Amendment.** This Contract may only be amended by mutual agreement of the Parties. All amendments to this Contract shall be in writing and executed by both Parties and

7. **Termination.** This Contract may be terminated by either the District or the Trust by providing written notice of termination to the other Party not less than six (6) months prior to the beginning of the irrigation season of the intended effective date of the termination, or as otherwise set forth in this Contract.

8. **Property Rules.** If there are additional rules for use of the Property that are not incorporated into this Contract, the District and the Trust must agree in writing to such rules that shall then be attached as an addendum to this Contract.

9. **District's Maintenance of Property.** The District shall be responsible for damage or waste that the District causes to the Property, except for such damage or waste that is caused by the Trust's intentional conduct.

10. **Revocable License Agreement.** The Parties agree that the Revocable License Agreement to which the Parties entered concurrent to this Contract remains revocable notwithstanding the Parties' performance or breach of the Parties' respective duties under this Contract.

11. **Property Access.** The Trust grants permission to the District to enter the Property to install, repair, replace and remove District water delivery facilities required for the District to perform its duties under this Contract. The District is solely responsible for obtaining all easements and permits necessary to install, repair, replace, and remove District water delivery facilities required for the District to perform its duties under this Contract. Upon termination of this Contract for any reason, the District will immediately and at his sole expense remove all of District water delivery facilities from the Property used in connection with performance of its duties under this Contract.

12. **Indemnification.** The Trust agrees to hold harmless, indemnify, and, at the District's request, defend the District by counsel reasonably satisfactory to the District, from and against any and all claims of liability involving the Property, or arising out of the use of the Property by the Trust or its agents, unless caused by the District's intentional conduct.

Received
JAN 20 2026

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13. **Compliance with Laws.** Each Party shall fully comply with all applicable laws, ordinances, rules, regulations, orders, and emergency orders of the United States, the State of Oregon, Columbia County, and the City of Rainier in exercising any rights or obligations under this Contract.

14. **Assignment.** The Trust agrees to not assign this Contract to any other party without the prior written consent of the District. Any such assignment or attempted assignment (without prior written consent) shall, at the option of the District, result in default of this Contract by the Trust. The District shall not unreasonably withhold its consent to such assignment where the Trust has sold, leased, or rented any or all of the Property, described in Paragraph 2 herein, to a proposed Assignee. Nothing in this Contract, whether express or implied, is intended to offer or confer any rights or remedies under or by reason of this Contract on any persons other than the Parties to this Contract and their respective agents, officers, or sureties, nor is anything in this Contract intended to relieve or discharge the obligation or liability of any third person to any Party to this Contract, nor shall any provision give any third person any rights of subrogation or action against any Party to this Contract.

15. **Default.** An act by the Trust to knowingly take District water from the District water system contrary to this Contract will result in default of this Contract by the Trust. In the event of a default by the Trust, the District, in addition to all other remedies available to it, may terminate this Contract immediately.

16. **Waiver.** Failure by either Party at any time to require performance of any of the provisions hereof shall in no way affect the other party's rights to enforce the provision, nor shall any waiver by either party of any breach be held as a waiver of any succeeding breach or a waiver of this non-waiver clause.

17. **Governing Law.** It is the intention of the Parties that the performance hereunder, and all suits, actions, and proceedings under this Contract, be construed in accordance with, under, and pursuant to the laws of the State of Oregon (without regard to the law of conflict of laws), and that in any suit, action, or proceeding that may be brought arising out of, in connection with, or by reason of this Contract, the laws of the State of Oregon shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any suit, action, or proceeding may be instituted.

18. **Venue.** Any disputes arising under this Contract shall be resolved in the Columbia County Circuit Court of the State of Oregon, where the Property is located, and to whose jurisdiction the Parties consent.

19. **Attorney Fees.** In the event a suit or action is instituted to foreclose this Contract, or to enforce any of the terms hereof, the prevailing party shall be entitled to such sums as the court may adjudge reasonable as attorneys' fees and costs in the suit or action. In the event of an appeal from a judgment or decree in any suit or action necessary to enforce any of the

Received
JAN 20 2026

OWRD

terms or conditions of this Contract, the prevailing party shall be entitled to such sums as the court may adjudge reasonable as attorney's fees in such an appeal.

20. **Legal Counsel.** The Parties acknowledge that they have had the opportunity to consult with their respective legal counsel in negotiation and execution of this Contract. This Contract shall not be interpreted or construed in favor of either Party.

21. **Notice.** Any notice required or permitted under this Contract shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows. Emergency notice may be given by the phone numbers as follows:

Trust: Peterson Family Trust
c/o Matt Peterson
2260 Dike Road
Woodland, WA 98674
Phone: 360-606-3437

District: Rainier Drainage Improvement Company
c/o John Hamlik
305 W 3rd St, Suite 21
Rainier, OR 97048
Phone: 503-369-2245

22. **Consent.** No amendment or additional obligation assumed by either Party shall be effective unless executed in writing by both Parties. No required consent shall be effective unless set out in writing and signed by the Party giving its consent.

23. **Integration.** This instrument contains the entire agreement and understanding of the Parties with respect to the rights granted herein and supersedes all prior and contemporaneous agreements among them with respect thereto. This Contract represents the complete agreement between the parties. Any modifications or amendments of it must be in writing and signed by the parties.

24. **Severability.** If a term, condition, or provision of this Contract, or the application thereof to any circumstance is determined to be invalid or unenforceable to any extent, the remaining provisions of this Contract shall be unaffected and shall remain valid and fully enforceable.


25. **Third Parties.** Nothing in this Contract, whether express or implied, is intended to offer or confer any rights or remedies under or by reason of this Contract on any persons other than the Parties to it and their respective agents, officers or sureties, nor is anything in this Contract intended to relieve or discharge the obligation or liability of any third person to any Party to this Contract, nor shall any provision give any third person any rights of subrogation or action against any Party to this Contract.

Received
JAN 20 2026

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The Parties have executed this Contract as of the 13 day of Jan, 2026 ("Effective Date").

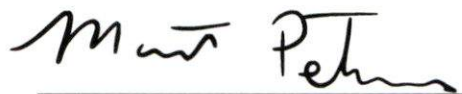
District:
Rainier Drainage Improvement Company



By: John Hamlik,

Its: President.

Trust:
Peterson Family Trust



By: Matt Peterson,

Its: Trustee.

REVOCABLE LICENSE AGREEMENT BETWEEN THE PETERSON FAMILY TRUST AND RAINIER DRAINAGE IMPROVEMENT COMPANY

This Revocable License Agreement (“Agreement”) is made between Rainier Drainage Improvement Company (“District”), an Oregon drainage district, and the Peterson Family Trust and its Trustee Matt Peterson (“Trust”), as of the Effective Date set out below.

RECITALS

- A. The District is a public corporation formed under Oregon Revised Statutes (“ORS”) Chapter 554 and is the successor corporation to the Rainier Drainage District.
- B. The Trust is the owner of real property described in Paragraph 1.1 herein that is located within the service boundaries of the District (“Property”).
- C. The Trust wishes to access the District’s infrastructure in order to convey the District’s when-available water to the Property.

THEREFORE, in consideration of the mutual benefits, promises, and covenants set forth herein, the District and the Trust, (together, the “Parties”) intending to be legally bound, agree as follows:

SECTION 1. PROPERTY AND FACILITIES

- 1.1 **Property.** The Property is comprised of the parcels identified as Tax Lot 7302-00-00700, Tax Lot 7302-00-00800, Tax Lot 7301-00-00400, Tax Lot 7301-00-00700, and Tax Lot 7312-B0-00100.
- 1.2 **License.** The District grants the Trust a revocable license for the purpose set forth in the recitals incorporated herein and the terms below.

SECTION 2. TERM AND LENGTH OF AGREEMENT

- 2.1 **Purpose.** The purpose of the license granted herein is to permit the Trust to use and access District infrastructure as required for delivery of District run-off water to Trust property including but not limited to placing a pump in the District canal.
- 2.2 **Term.** The license granted herein permits limited use of the District’s infrastructure by the Trust. The license granted herein will be revoked if the District’s forthcoming Application for a Permit to Use Surface Water on the Trust Property is not permitted; if, once permitted, the permitted water use is forfeited or cancelled; or if the Agreement is terminated, pursuant to Paragraph 2.4 or otherwise.
- 2.3 **Agreement Amendment.** This Agreement may be amended by mutual agreement of the District and the Trust. Such amendments shall be in writing and executed by both Parties.

Received
JAN 20 2026

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- 2.4 **Agreement Termination.** This Agreement may be terminated by either the District or the Trust by providing written notice of termination to the other Party not less than six (6) months prior to the beginning of the irrigation season of the intended effective date of the termination, or as otherwise set forth in this Agreement.
- 2.5 **Expenditure of Funds.** Any improvements made by either Party or any third party, any expenditure of funds by either Party or any third party made pursuant to the license granted herein, or any reliance upon the license granted herein will not create any permanent rights of the Trust, District, or of any third party in the Property.

SECTION 3. USE OF PROPERTY

- 3.1 **Use of Property.** This license authorizes the Trust limited use of the District infrastructure as set forth in Paragraph 2.1 herein and for no other purpose without the prior written consent of the District.
- 3.2 **District's Maintenance of Property.** The District shall be responsible for damage or waste that the District causes to the Property, except for such damage or waste that is caused by the Trust's intentional conduct.
- 3.3 **Property Rules.** If there are additional rules for Trust's use of the District's infrastructure not incorporated into this Agreement, the District and the Trust must agree in writing to such rules that shall then be attached as an addendum to this Agreement.
- 3.4 **Compliance with Laws.** Each Party shall fully comply with all applicable laws, ordinances, rules, regulations, orders, and emergency orders of the United States, the State of Oregon, and Columbia County in exercising any rights or obligations under this Agreement.

SECTION 4. MISCELLANEOUS

- 4.1 **Governing Law.** It is the intention of the Parties that the performance hereunder, and all suits, actions, and proceedings under this Agreement, be construed in accordance with, under, and pursuant to the laws of the State of Oregon (without regard to the law of conflict of laws), and that in any suit, action, or proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Oregon shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any suit, action, or proceeding may be instituted.
- 4.2 **Venue.** Any disputes arising under this Agreement shall be resolved in the Columbia County Circuit Court of the State of Oregon, where the Property is located, and to whose jurisdiction the Parties consent.

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JAN 20 2026

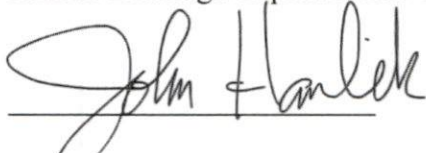
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- 4.3 **Attorney Fees.** In the event of any suit or action arising out of or related to this Agreement or with respect to the termination of this Agreement, the prevailing Party shall be entitled to recover from the other Party all reasonable costs and expenses incurred including, without limitation, the costs of depositions, document copying, preparation of exhibits, expert fees, statutory costs and disbursements, and such further sums as a trial court shall adjudge reasonable, also including, without limitation, the prevailing Party's attorney fees at mediation, arbitration, trial, and appeal.
- 4.4 **Legal Counsel.** The Parties acknowledge that they have had the opportunity to consult with their respective legal counsel in negotiation and execution of this Agreement. This Agreement shall not be interpreted or construed in favor of either Party.
- 4.5 **Notice.** Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows. Emergency notice may be given by the phone numbers as follows:
- Grantor: Peterson Family Trust
Matt Peterson, Trustee
2260 Dike Road
Woodland, WA 98674
Phone: (360) 606-3437
- Grantee: Rainier Drainage Improvement Company
John Hamlik, Board President
305 West 3rd St, Suite 21
Rainier, OR 97048
Phone: (503) 369-2245
- 4.6 **Agreement, Consent.** No amendment or additional obligation assumed by either Party shall be effective unless executed in writing by both Parties. No required consent shall be effective unless set out in writing and signed by the Party giving its consent.
- 4.7 **Integration.** This instrument contains the entire agreement and understanding of the Parties with respect to the rights granted herein and supersedes all prior and contemporaneous agreements among them with respect thereto.
- 4.8 **Severability.** If a term, condition, or provision of this Agreement, or the application thereof to any circumstance is determined to be invalid or unenforceable to any extent, the remaining provisions of this Agreement shall be unaffected and shall remain valid and fully enforceable.

- 4.9 **Third Parties.** Nothing in this Agreement, whether express or implied, is intended to offer or confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to it and their respective agents, officers or sureties, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any Party to this Agreement, nor shall any provision give any third person any rights of subrogation or action against any Party to this Agreement.
- 4.10 **Numbers, Headings, Gender.** In this Agreement, the singular shall include the plural and the plural the singular. The masculine and neuter shall include the masculine, feminine, and neuter, as the context requires. The section and paragraph headings contained in this Agreement are intended solely for convenience of reference and shall in no way limit or expand the meaning or interpretation of this Agreement. In the interest of brevity, this Agreement may omit modifying terms such as “all” and “any” and articles such as “the” and “an” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either state. The words “include” and “including” are not limiting in any way.

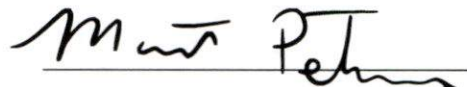
The Parties have executed this Contract as of the 13 day of Jan, 2026 (“Effective Date”).

District:
Rainier Drainage Improvement Company


By: John Hamlik,

Its: Board President.

Trust:
Peterson Family Trust


By: Matt Peterson,

Its: Trustee

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JAN 20 2026
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ATTACHMENT 3 - Legal Descriptions

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JAN 20 2026
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On November 13, 2014, Matthew P. Peterson and Judith A. Peterson, a married couple, hereinafter called Grantors, whose address is

2260 Dike Rd
Woodland, WA 98674

grant, convey, warrant, transfer and assign to First American Title Insurance Company, a corporation, hereinafter called Trustee, whose address is 215 South State Street, Ste. 380, Salt Lake City, Utah 84111, in trust with power of sale for the benefit of Northwest Farm Credit Services, FLCA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Beneficiary, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, property in Columbia County(ies), State of Oregon, more particularly described as follows (the "Land"):

REAL PROPERTY IN THE COUNTY OF COLUMBIA, STATE OF OREGON, DESCRIBED AS FOLLOWS:

PARCEL 1: THAT PART OF THE CHARLES NORTH DONATION LAND CLAIM IN SECTION 1, TOWNSHIP 7 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE COUNTY ROAD 316.9 FEET NORTH AND 2224.4 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION; THENCE NORTH 31°47' EAST 851 FEET; THENCE NORTH 58°13' WEST 860 FEET; THENCE NORTH 60°20' WEST 300 FEET; THENCE NORTH 61°52' WEST 274.43 FEET; THENCE SOUTH 967.50 FEET TO THE NORTH LINE OF COUNTY ROAD; THENCE SOUTH 58°13' EAST 924.03 FEET ALONG THE COUNTY ROAD TO THE POINT OF BEGINNING. EXCEPTING THAT PORTION CONVEYED TO RAINIER DRAINAGE DISTRICT BY DEED RECORDED SEPTEMBER 11, 1959 IN BOOK 140, PAGE 456, DEED RECORDS OF COLUMBIA COUNTY, OREGON.

PARCEL 2: BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE COUNTY ROAD AS NOW ESTABLISHED WHICH POINT IS 316.9 FEET AND NORTH 2224.4 FEET EAST OF THE CORNER COMMON TO SECTIONS 1, 2, 11 AND 12, TOWNSHIP 7 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON; THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD SOUTH 58°13' EAST 234.76 FEET; THENCE NORTH 31°47' EAST 371.1 FEET; THENCE NORTH 58°13' WEST 234.76 FEET; THENCE SOUTH 31°47' WEST 371.1 FEET TO THE POINT OF BEGINNING, SITUATED IN COLUMBIA COUNTY, OREGON.

PARCEL 3:
TRACT B: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF THE PORTLAND, SPOKANE AND SEATTLE RAILROAD RIGHT OF WAY THAT IS MARKED WITH A 3/4 INCH IRON PIPE WHICH IS NORTH 0°36' WEST 2309.1 FEET AND SOUTH 72°08' EAST 478.1 FEET OF THE SECTION CORNER COMMON TO SECTIONS 1, 2, 11 AND 12 IN TOWNSHIP 7 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON; THENCE RUNNING SOUTH 1041.6 FEET TO THE NORTHERLY BANK OF THE RINEARSON SLOUGH, NOW SERVING AS A HOLDING BASIN; THENCE SOUTHEASTERLY ALONG THE SAID NORTHERLY BANK TO A POINT ON THE EASTERLY BANK OF SAID SLOUGH THAT IS NORTH 856.4 FEET AND EAST 869.6 FEET OF THE SAID SECTION CORNER IN SAID TOWNSHIP AND RANGE; THENCE NORTH 32°06' EAST 197.7 FEET TO THE CENTERLINE OF THE L.F. CLARK COUNTY ROAD NO. P-169; THENCE ALONG THE CENTERLINE OF SAID COUNTY ROAD SOUTH 72°54' EAST 346.7 FEET TO THE POINT OF CURVE; THENCE ALONG 9°00' CURVE RIGHT 166.5 FEET TO THE POINT OF TANGENT THEREOF; THENCE SOUTH 57°55' EAST 301.5 FEET TO A POINT ON THE EAST LINE OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE NORTH 999.7 FEET TO A POINT ON THE SOUTHERLY LINE OF THE SAID SPOKANE, PORTLAND AND

Deed of Trust
(Matthew P. Peterson/Note No. 6219713)
2

SEATTLE RAILROAD RIGHT OF WAY THAT IS MARKED WITH A 1 INCH IRON PIPE; THENCE NORTHWESTERLY ALONG THE SAID SOUTHERLY LINE OF THE SAID RAILROAD RIGHT OF WAY FOR A DISTANCE OF 1066.4 FEET TO THE POINT OF BEGINNING. EXCEPTING THAT PORTION CONVEYED TO RAINIER DRAINAGE DISTRICT BY DEED RECORDED SEPTEMBER 11, 1959 IN BOOK 140, PAGE 456, DEED RECORDS OF COLUMBIA COUNTY, OREGON.

TRACT C: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF THE SPOKANE, PORTLAND AND SEATTLE RAILROAD RIGHT OF WAY THAT IS MARKED WITH A 3/4 INCH IRON PIPE WHICH IS NORTH 0°36' WEST 2309.1 FEET AND SOUTH 72°08' EAST 478.1 FEET OF THE SECTION CORNER COMMON TO SECTIONS 1, 2, 11 AND 12, TOWNSHIP 7 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON; THENCE RUNNING SOUTH 1041.6 FEET TO THE NORTHERLY BANK OF THE RINEARSON SLOUGH; THENCE NORTHWESTERLY ALONG THE SAID NORTHERLY BANK OF SAID SLOUGH 1000.0 FEET TO THE END OF A DRAINAGE DITCH MEASURED ALONG A STRAIGHT LINE AND PARALLELING THE CENTERLINE OF SAID L.F. CLARK COUNTY ROAD NO. P-169; THENCE ALONG THE CENTERLINE OF SAID DRAINAGE DITCH 1051.6 FEET TO A POINT ON THE SOUTHERLY LINE OF THE SAID SPOKANE, PORTLAND AND SEATTLE RAILROAD RIGHT OF WAY; THENCE ALONG THE SAID RAILROAD RIGHT OF WAY SOUTH 72°08' EAST 1004.2 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION CONVEYED TO RAINIER DRAINAGE DISTRICT BY DEED RECORDED SEPTEMBER 11, 1959 IN BOOK 140, PAGE 456, DEED RECORDS OF COLUMBIA COUNTY, OREGON. ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THAT PORTION OF HAROLD CLARK ROAD AND L.F. CLARK COUNTY ROAD AS DEDICATED TO THE COUNTY BY INSTRUMENT RECORDED FEBRUARY 13, 1997 AS FEE NUMBER 97-01627 AND ORDER RECORDED DECEMBER 13, 1996 AS FEE NUMBER 96-13278, RECORDS OF COLUMBIA COUNTY, OREGON.

TRACT D: BEGINNING AT A POINT MARKED WITH A WHITE POST AT THE END OF THE CENTERLINE OF A DRAINAGE DITCH ON THE SOUTHERLY LINE OF THE SPOKANE, PORTLAND AND SEATTLE RAILROAD RIGHT OF WAY THAT IS NORTH 0°36' WEST 2309.1 FEET AND NORTH 72°08' WEST 526.1 FEET FROM THE SECTION CORNER COMMON TO SECTIONS 1, 2, 11 AND 12, TOWNSHIP 7 NORTH, RANGE 3 WEST, OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON; THENCE RUNNING ALONG THE SAID SOUTHERLY LINE OF THE SPOKANE, PORTLAND AND SEATTLE RAILROAD RIGHT OF WAY NORTH 72°08' WEST 1318.3 FEET TO A POINT MARKED WITH A 1 INCH IRON PIPE; THENCE SOUTH 992.4 FEET TO A POINT IN THE CENTERLINE OF THE L.F. CLARK ROAD NO. P-169; THENCE ALONG THE SAID CENTERLINE OF ROAD, SOUTH 72°36' EAST 1315.0 FEET TO A POINT IN THE CENTER OF A DRAINAGE DITCH; THENCE ALONG THE CENTERLINE OF SAID DRAINAGE DITCH NORTH 981.6 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT A POINT MARKED WITH A WHITE POST AT THE END OF THE CENTERLINE OF THE SPOKANE, PORTLAND AND SEATTLE RAILROAD RIGHT OF WAY THAT IS NORTH 0°36' WEST 2309.1 FEET AND NORTH 72°08' WEST 526.1 FEET FROM THE SECTION CORNER COMMON TO SECTIONS 1, 2, 11 AND 12, TOWNSHIP 7 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON; THENCE RUNNING ALONG THE SAID SOUTHERLY LINE OF THE SPOKANE, PORTLAND AND SEATTLE RAILROAD RIGHT OF WAY NORTH 72°08' WEST 468.5 FOR A TRUE POINT OF BEGINNING; CONTINUING THENCE ALONG THE SAID SOUTHERLY LINE OF THE SPOKANE, PORTLAND AND SEATTLE RAILROAD RIGHT OF WAY NORTH 72°08' WEST 850 FEET TO A POINT MARKED WITH A 1 INCH IRON PIPE; THENCE SOUTH 992.4 FEET TO A POINT IN THE CENTERLINE OF THE L.F. CLARK ROAD NUMBER P-169; THENCE ALONG THE SAID CENTERLINE OF SAID ROAD SOUTH 72°36' EAST 850 FEET; THENCE NORTHERLY TO THE TRUE POINT OF BEGINNING. ALSO EXCEPTING THAT PORTION CONVEYED TO RAINIER DRAINAGE DISTRICT BY DEED RECORDED SEPTEMBER 11, 1959 IN BOOK 140, PAGE 456, DEED RECORDS OF COLUMBIA COUNTY, OREGON. ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THAT PORTION OF HAROLD CLARK ROAD AND L.F. CLARK COUNTY ROAD AS DEDICATED TO THE COUNTY BY INSTRUMENT

Deed of Trust
(Matthew P. Peterson/Note No. 6219713)

3

Received
JAN 20 2026
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JAN 20 2026
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RECORDED FEBRUARY 13, 1997 AS FEE NUMBER 97-01627 AND ORDER RECORDED DECEMBER 13, 1996 AS FEE NUMBER 96-13278, RECORDS OF COLUMBIA COUNTY, OREGON.

PARCEL 4: A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE SPOKANE, PORTLAND AND SEATTLE RAILROAD THAT IS NORTH 637.71 FEET AND EAST 3322.29 FEET FROM THE CORNER COMMON TO SECTIONS 1, 2, 11 AND 12, TOWNSHIP 7 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON; THENCE ALONG THE ABOVE SAID RIGHT OF WAY LINE SOUTH 58°13' EAST 254.76 FEET; THENCE SOUTH 31°47' WEST 851 FEET; THENCE NORTH 58°13' WEST 254.76 FEET; THENCE NORTH 31°47' EAST 851 FEET TO THE PLACE OF BEGINNING. EXCEPTING THAT PORTION CONVEYED TO RAINIER DRAINAGE DISTRICT BY DEED RECORDED SEPTEMBER 11, 1959 IN BOOK 140, PAGE 456, DEED RECORDS OF COLUMBIA COUNTY, OREGON.

PARCEL 5: THAT PART OF THE CHARLES NORTH DONATION LAND CLAIM IN SECTION 1, TOWNSHIP 7 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY OF THE SPOKANE, PORTLAND AND SEATTLE RAILROAD, NORTH 771.89 FEET AND EAST 3105.73 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION; THENCE SOUTH 31°47' WEST 170.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 31°47' WEST 680.8 FEET TO THE COUNTY ROAD; THENCE ON SAID ROAD NORTH 58°13' WEST 254.76 FEET; THENCE NORTH 31°47' EAST 680.8 FEET; THENCE SOUTH 58°13' EAST 254.76 FEET TO THE TRUE POINT OF BEGINNING. EXCEPTING THAT PORTION CONVEYED TO RAINIER DRAINAGE DISTRICT BY DEED RECORDED SEPTEMBER 11, 1959 IN BOOK 140, PAGE 456, DEED RECORDS OF COLUMBIA COUNTY, OREGON.

PARCEL 6: THAT PORTION OF THE CHARLES NORTH DONATION LAND CLAIM IN SECTIONS 1 AND 12, TOWNSHIP 7 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE SPOKANE, PORTLAND AND SEATTLE RAILROAD, NORTH 771.89 FEET AND EAST 3105.73 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 58°13' EAST 254.76 FEET; THENCE SOUTH 31°47' WEST 851 FEET; THENCE NORTH 58°13' WEST 254.76 FEET; THENCE NORTH 31°47' EAST 851 FEET TO THE PLACE OF BEGINNING. EXCEPTING THAT PORTION CONVEYED TO RAINIER DRAINAGE DISTRICT BY DEED RECORDED SEPTEMBER 11, 1959 IN BOOK 140, PAGE 456, DEED RECORDS OF COLUMBIA COUNTY, OREGON.

PARCEL 7: THAT PART OF THE CHARLES NORTH DONATION LAND CLAIM IN SECTION 1, TOWNSHIP 7 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTHERLY LINE OF COUNTY ROAD RIGHT OF WAY AT A POINT 316.9 FEET NORTH AND 2224 FEET EAST OF THE SOUTHWEST SECTION CORNER; THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD SOUTH 58°13' EAST 234.76 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 58°13' EAST 20 FEET; THENCE NORTH 31°47' EAST 851 FEET; THENCE NORTH 58°13' WEST 254.76 FEET; THENCE SOUTH 31°47' WEST 479.90 FEET; THENCE SOUTH 58°13' EAST 234.76 FEET; THENCE SOUTH 31°47' WEST 371.10 FEET TO THE TRUE POINT OF BEGINNING. EXCEPTING THAT PORTION CONVEYED TO RAINIER DRAINAGE DISTRICT BY DEED RECORDED SEPTEMBER 11, 1959 IN BOOK 140, PAGE 456, DEED RECORDS OF COLUMBIA COUNTY, OREGON.

PARCEL 8: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF THE SPOKANE, PORTLAND AND SEATTLE RAILROAD RIGHT OF WAY THAT IS NORTH 771.89 FEET AND EAST 3105.73 FEET FROM THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON; THENCE SOUTH 31°47' WEST 170.20 FEET; THENCE NORTH 58°13' WEST 254.76 FEET; THENCE NORTH 31°47' EAST 170.20 FEET TO SOUTH LINE OF SPOKANE, PORTLAND & SEATTLE RAILROAD RIGHT OF WAY; THENCE SOUTH 58°13' EAST ON

Deed of Trust
(Matthew P. Peterson/Note No. 6219713)

SAID LINE 254.76 FEET TO POINT OF BEGINNING, BEING A PART OF THE CHARLES NORTH DONATION LAND CLAIM. EXCEPTING THAT PORTION CONVEYED TO RAINIER DRAINAGE DISTRICT BY DEED RECORDED SEPTEMBER 11, 1959 IN BOOK 140, PAGE 456, DEED RECORDS OF COLUMBIA COUNTY, OREGON.

Received
 JAN 20 2026

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PARCEL 9: A TRACT OF LAND, BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11 AND PART OF THE CHARLES NORTH DONATION LAND CLAIM AND OF LOT 4, IN SECTION 12, ALL IN TOWNSHIP 7 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, AND PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2; THENCE NORTH 42°07' EAST ALONG THE CENTER OF THE COUNTY ROAD, 450 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 69°30' EAST TO THE CENTER OF RINEARSON SLOUGH; THENCE DOWNSTREAM ALONG SAID SLOUGH, NORTHEASTERLY AND NORTHWESTERLY TO THE CENTERLINE OF THE COUNTY ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE OF ROAD TO THE TRUE POINT OF BEGINNING. EXCEPTING THEREFROM HOWEVER, ALL PROPERTY LYING BETWEEN THE BANK OF SAID RINEARSON SLOUGH THE CENTER THEREOF. EXCEPTING AND RESERVING THEREFROM THE OVERFLOW OF ALL SPRINGS LOCATED UPON ALL OF THE PROPERTY FOR THE USE AND BENEFIT OF THE LAND OWNERS OF OTHER TRACTS IN THE RAINIER GARDENS. ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THAT PORTION OF HAROLD CLARK ROAD AND L.F. CLARK COUNTY ROAD AS DEDICATED TO THE COUNTY BY INSTRUMENT RECORDED FEBRUARY 13, 1997 AS FEE NUMBER 97-01627 AND ORDER RECORDED DECEMBER 13, 1996 AS FEE NUMBER 96-13278, RECORDS OF COLUMBIA COUNTY, OREGON.

PARCEL 10: BEGINNING AT A POINT MARKED WITH A WHITE POST AT THE END OF A CENTER LINE OF A DRAINAGE DITCH ON THE SOUTHERLY LINE OF THE SPOKANE, PORTLAND AND SEATTLE RAILROAD RIGHT OF WAY THAT IS NORTH 0°36' WEST 2309.1 FEET AND NORTH 72°8' WEST 526.1 FEET FROM THE SECTION CORNER COMMON TO SECTIONS 1, 2, 11 AND 12, TOWNSHIP 7 NORTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON; RUNNING THENCE ALONG THE SAID SOUTHERLY LINE OF THE SPOKANE, PORTLAND AND SEATTLE RAILROAD RIGHT OF WAY NORTH 72°8' WEST 468.5 FEET FOR A TRUE POINT OF BEGINNING; CONTINUING THENCE ALONG THE SAID SOUTHERLY LINE OF THE SPOKANE, PORTLAND AND SEATTLE RAILROAD RIGHT OF WAY NORTH 72°8' WEST 850 FEET TO A POINT MARKED WITH A 1 INCH IRON PIPE; THENCE CONTINUING ALONG THE SAID SOUTH RIGHT OF WAY LINE, NORTH 72°08' WEST 1768.91 FEET TO THE NORTHEAST CORNER OF THE THEON ALMA JOHNSTUN ET UX TRACT AS DESCRIBED IN DEED RECORDED OCTOBER 23, 1953 IN BOOK 120, PAGE 395, DEED RECORDS OF COLUMBIA COUNTY, OREGON; THENCE CONTINUING ALONG THE SAID SOUTH RIGHT OF WAY LINE, NORTH 72°08' WEST A DISTANCE OF 957.76 FEET TO THE NORTHEAST CORNER OF THE JAMES W. GERKING ET AL TRACT AS DESCRIBED IN DEED RECORDED OCTOBER 9, 1961 IN BOOK 146, PAGE 818, DEED RECORDS OF COLUMBIA COUNTY, OREGON; THENCE CONTINUING ALONG THE SAID SOUTH RIGHT OF WAY LINE, NORTHWESTERLY TO THE WESTERLY LINE OF A DIKE; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF SAID DIKE TO THE CENTERLINE OF THE COUNTY ROAD; THENCE SOUTHEASTERLY, ALONG THE CENTERLINE OF SAID COUNTY ROAD, TO A POINT WHICH IS NORTH 72°08' WEST 850 FEET AND SOUTH 992.4 FEET FROM THE TRUE POINT OF BEGINNING; THENCE ALONG THE CENTERLINE OF SAID ROAD SOUTH 72°36' EAST 850 FEET; THENCE NORTHERLY TO THE TRUE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION LYING IN THE COUNTY ROAD. ALSO EXCEPTING THAT PORTION CONVEYED TO RAINIER DRAINAGE DISTRICT BY DEED RECORDED SEPTEMBER 11, 1959 IN BOOK 140, PAGE 471, DEED RECORDS OF COLUMBIA COUNTY, OREGON AND THAT PORTION CONVEYED TO RAINIER DRAINAGE DISTRICT IN BOOK 140 AT PAGES 461 AND 463, DEED RECORDS OF COLUMBIA COUNTY, OREGON, AND THAT PORTION CONVEYED TO RAINIER DRAINAGE DISTRICT

Deed of Trust
 (Matthew P. Peterson/Note No. 6219713)

5

Deed of Trust
Matthew P. Peterson/Note No. 6219713
6

PARCEL 15: BEGINNING A POINT IN THE CENTER OF RINEARSON SLOUGH, SAID POINT BEING NORTH 1186.2 FEET AND WEST 1781.1 FEET FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, POINT OF BEGINNING.

PARCEL 14: BEGINNING A POINT IN THE CENTER OF RINEARSON SLOUGH SAID POINT BEING NORTH 1186.2 FEET AND WEST 1781.1 FEET FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON; THENCE NORTH 668.69 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID ROAD; THENCE NORTH 72°08' WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD, 955 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 72°08' WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD, 467.2 FEET TO A POINT WHICH BEARS NORTH 0°28'30" WEST OF A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION, NORTH 89°48' WEST 460 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 0°28'30" EAST TO THE CENTER OF SAID RINEARSON SLOUGH TO A POINT WHICH BEARS NORTHEASTERLY ALONG THE CENTER OF SAID RINEARSON SLOUGH TO A POINT WHICH BEARS SOUTH 17°52' WEST OF THE TRUE POINT OF BEGINNING; THENCE NORTH 17°52' EAST TO THE TRUE POINT OF BEGINNING.

PARCEL 13: BEGINNING AT A POINT OF INTERSECTION OF A DRAINAGE DITCH AND THE L.F. CLARK ROAD P-169 THAT IS NORTH 1489.7 FEET AND WEST 523.3 FEET FROM THE SECTION CORNER COMMON TO SECTIONS 1, 2, 11 AND 12, TOWNSHIP 7 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON; THENCE RUNNING ALONG THE CENTERLINE OF THE SAID L.F. CLARK COUNTY ROAD NORTH 72°36' WEST 1315.0 FEET TO A POINT; THENCE SOUTH 637.4 FEET TO A POINT ON THE NORTH BANK OF THE RINEARSON SLOUGH, (NOW A HOLDING BASIN) MARKED WITH A 1 INCH IRON PIPE; THENCE ALONG THE SAID NORTHERLY AND WESTERLY BANK OF SAID SLOUGH TO THE END OF THE CENTER OF A DRAINAGE DICH THAT IS THE DIVISION LINE OF TRACTS A AND B; THENCE ALONG THE CENTERLINE OF SAID DRAINAGE DICH NORTH 73 FEET TO THE POINT OF BEGINNING.

PARCEL 12: THAT PART OF THE CHARLES NORTH DONATION LAND CLAIM IN SECTION 12, TOWNSHIP 7 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1149.11 FEET SOUTH AND 2767.70 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 12; THENCE NORTH 31°47' EAST 900 FEET TO THE SOUTH EDGE OF A 60 FOOT ROAD; THENCE ON SAID SOUTH EDGE OF ROAD SOUTH 58°13' EAST 242 FEET; THENCE SOUTH 31°47' WEST 900 FEET; THENCE NORTH 58°13' WEST 242 FEET TO THE PLACE OF BEGINNING IN COLUMBIA COUNTY, OREGON.

PARCEL 11: PART OF THE CHARLES NORTH DONATION LAND CLAIM IN SECTIONS 1 AND 12, TOWNSHIP 7 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING ON THE EASTERLY EDGE OF A 60 FOOT ROAD AT THE POINT 766.72 FEET SOUTH AND 2150.57 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 12; THENCE ALONG THE EASTERLY LINE OF SAID ROAD NORTH 31°47' EAST 900 FEET; THENCE SOUTH 58°13' EAST 726 FEET; THENCE SOUTH 31°47' WEST 900 FEET; THENCE NORTH 58°13' WEST 726 FEET TO PLACE OF BEGINNING.

BY DEED RECORDED SEPTEMBER 11, 1959 IN BOOK 140, PAGE 459, DEED RECORDS OF COLUMBIA COUNTY, OREGON AND THAT PORTION CONVEYED TO RAINIER DRAINAGE DISTRICT BY DEED RECORDED SEPTEMBER 11, 1959 IN BOOK 140, PAGE 473, DEED RECORDS OF COLUMBIA COUNTY, OREGON, ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO RAINIER DRAINAGE DISTRICT BY DEED RECORDED OCTOBER 16, 1979 BOOK 227, PAGE 204, DEED RECORDS OF COLUMBIA COUNTY, OREGON.

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JAN 20 2026
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OREGON; THENCE NORTH 668.69 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE COUNTY ROAD; THENCE NORTH 72°08' WEST ALONG SOUTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 1422.2 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 72°08' WEST ALONG SOUTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD, 592.8 FEET; THENCE SOUTH 17°52' WEST TO A POINT IN THE CENTER OF RINEARSON SLOUGH; THENCE EASTERLY ALONG THE CENTER OF SAID RINEARSON SLOUGH TO A POINT WHICH BEARS SOUTH 0°28'30" EAST OF THE TRUE POINT OF BEGINNING; THENCE NORTH 0°28'30" WEST TO THE TRUE POINT OF BEGINNING. EXCEPT ANY PART OF THE FOREGOING DESCRIBED PROPERTY WHICH LIES BETWEEN THE BANK OF SAID RINEARSON SLOUGH AND THE CENTER THEREOF.

PARCEL 16: BEGINNING AT A POINT IN THE CENTER OF RINEARSON SLOUGH, SAID POINT BEING NORTH 1186.2 FEET AND WEST 1781.1 FEET FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON; THENCE NORTH 668.69 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE COUNTY ROAD; THENCE ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF THE COUNTY ROAD NORTH 72°08' WEST 818.0 FEET TO THE TRUE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY; THENCE FROM SAID TRUE POINT OF BEGINNING SOUTH A DISTANCE OF 564.0 FEET TO THE SAID CENTER OF RINEARSON SLOUGH; THENCE ALONG THE SAID CENTER OF RINEARSON SLOUGH, NORTH 24°44' WEST A DISTANCE OF 238.92 FEET; THENCE NORTH 67°13' WEST A DISTANCE OF 128.76 FEET; THENCE LEAVING SAID CENTER OF RINEARSON SLOUGH, NORTH 17°52' EAST A DISTANCE OF 349.91 FEET TO THE SAID SOUTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE SOUTH 72°08' EAST A DISTANCE OF 117.0 FEET TO THE POINT OF BEGINNING.

PARCEL 17: BEGINNING AT A POINT IN THE CENTER OF RINEARSON SLOUGH, SAID POINT BEING NORTH 1186.2 FEET AND WEST 1781.1 FEET FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON; THENCE NORTH 668.69 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE COUNTY ROAD; THENCE NORTH 72°08' WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 818 FEET; THENCE SOUTH 564 FEET TO A POINT IN THE CENTER OF SAID RINEARSON SLOUGH; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG CENTERLINE OF SAID RINEARSON SLOUGH TO THE POINT OF BEGINNING. EXCEPT ANY PART OF THE FOREGOING DESCRIBED PROPERTY WHICH LIES BETWEEN THE BANK OF SAID RINEARSON SLOUGH AND THE CENTER THEREOF.

Map No.	Account No.	Levy Code
7N3W01-00-00400	20150	0305
7N3W01-00-00700	20151	0305
7N3W02-00-00700	20156	0305
7N3W02-00-00800	20157	0305
7N3W12-B0-00100	20222	0305
7N3W02-00-00700	21120	0311;

and including all buildings, structures, wells and other improvements now or hereafter located on the Land, including, but not limited to the fixtures (as described below), and all other equipment, machinery, appliances, goods and other articles attached to such buildings and other improvements; all fixtures (including without limitation, goods that are or become so related to the Land that an interest in them arises under the real estate law) and any additions or replacements now or hereafter located on, attached to, installed in or used in connection with the Land; all personal property, appliances, equipment and goods now or hereafter owned or possessed by Grantors located upon, in, or about or used in connection with the Land or improvements; all rights, rights-of-way, easements, licenses, profits, claims, demands, privileges, grazing privileges, leases, rents, issues, tenements, hereditaments, and appurtenances now owned or hereafter acquired by Grantors and used in connection with the Land and the

Deed of Trust
(Matthew P. Peterson/Note No. 6219713)

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EXHIBIT A

[Legal Description of Grantor's Property]

Real property in the County of Columbia, State of Oregon, described as follows:

PARCEL 1:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE SPOKANE, PORTLAND & SEATTLE RAILROAD THAT IS NORTH 369.34 FEET AND EAST 3765.40 FEET FROM THE CORNER COMMON TO SECTIONS 1, 2, 11 AND 12, TOWNSHIP 7 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 58°13' EAST 254.76 FEET; THENCE SOUTH 31°47' WEST 851 FEET; THENCE NORTH 58°13' WEST 254.76 FEET; THENCE NORTH 31°47' EAST 851 FEET TO THE PLACE OF BEGINNING. EXCEPTING THAT PORTION CONVEYED TO RAINIER DRAINAGE DISTRICT BY DEED RECORDED SEPTEMBER 11, 1959 IN BOOK 140, PAGE 456, DEED RECORDS OF COLUMBIA COUNTY, OREGON.

PARCEL 2:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE SPOKANE, PORTLAND AND SEATTLE RAILROAD, THAT IS NORTH 369.34 FEET AND EAST 3755.4 FEET FROM THE CORNER COMMON TO SECTIONS 1, 2, 11 AND 12, TOWNSHIP 7 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON; THENCE ALONG THE ABOVE SAID SOUTHERLY RIGHT OF WAY LINE NORTH 58°13' WEST 254.76 FEET; THENCE SOUTH 31°47' WEST 851.0 FEET; THENCE SOUTH 58°13' EAST 254.76 FEET; THENCE NORTH 31°47' EAST 851.0 FEET TO THE PLACE OF BEGINNING. EXCEPTING THAT PORTION CONVEYED TO RAINIER DRAINAGE DISTRICT BY DEED RECORDED SEPTEMBER 11, 1959 IN BOOK 140, PAGE 456, DEED RECORDS OF COLUMBIA COUNTY, OREGON.

EXHIBIT B

[Legal Description of Grantor's Property]

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

A 20 foot wide strip of land in the Southeast quarter of Section 1, and the Northeast quarter of Section 12, Township 7 North, Range 3 West of the Willamette Meridian, Columbia County, Oregon the centerline being more particularly described as follows:

Beginning at a point on the West line of Parcel 6 of that tract of land conveyed to Agresouces Inc. in Instrument No. 2012-9331 which lies S 31°47'00" W 426.93 feet from a 5/8" iron rod with a yellow plastic cap marking "K.L.S Surveying Inc." at the Southwest corner of that tract of land conveyed to Rainier Drainage District in Deed Book 140, Page 454, Columbia County Deed Records, said iron rod lies N 82°03'00" E 3566.80 feet from the Section corner common to Sections 1, 2, 11 & 12; thence along the centerline with side lines lying 10.00 feet on each side S 52°20'20" E 79.62 feet; thence S 37°39'40" E 120.00 feet to the terminus.

The side lines of the above described easement shall extend and terminated on the West line of Said Parcel 6.

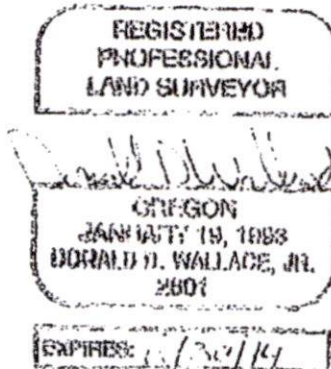
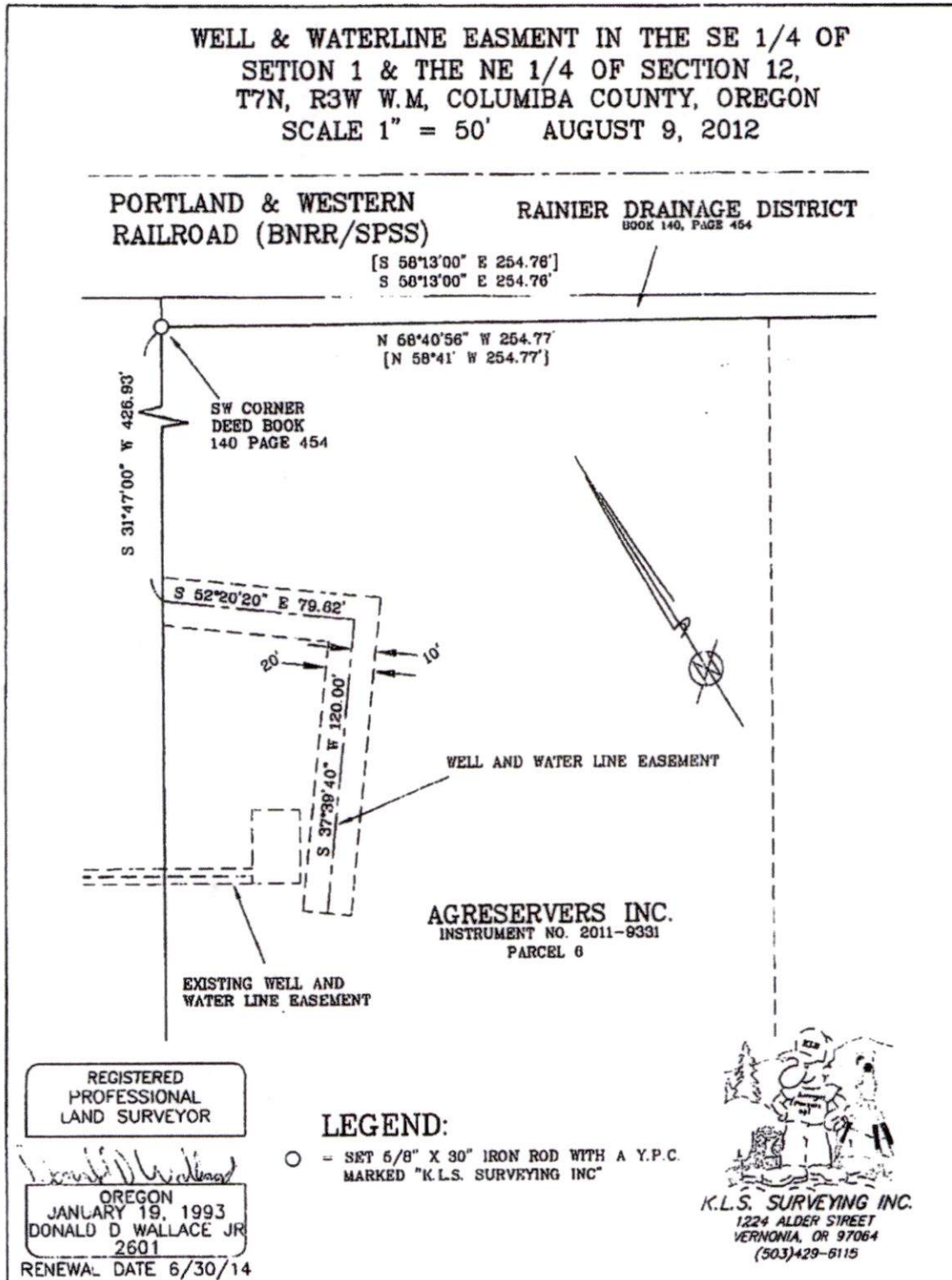


EXHIBIT C

(Depiction of the Easement Area)



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JAN 20 2026
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WARRANTY DEED

BOOK 227 PAGE 204

KNOW ALL MEN BY THESE PRESENTS, That CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole, hereinafter called Grantor, for the consideration hereinafter stated to Grantor paid by RAINIER DRAINAGE DISTRICT, hereinafter called the Grantee, does hereby grant, bargain, sell and convey unto the said Grantee and Grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Columbia, State of Oregon, described as follows, to-wit:

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

TO HAVE AND TO HOLD the same unto Grantee and Grantee's heirs, successors and assigns forever.

And said Grantor hereby covenants to and with said Grantee and Grantee's heirs, successors and assigns, that Grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances EXCEPT rights of the public in roads and highways, easements and restrictions of record, and any encumbrances of record, and that Grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever.

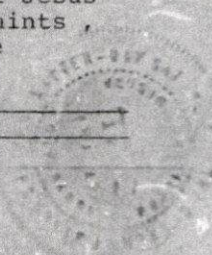
The true and actual consideration for this conveyance is \$945.00.

Until a change is requested, all tax statements shall be sent to the following address. Rainier Drainagd District, c/o Ms. Ella Johnstun, Route 3, Box 1218, Rainier, Oregon 97048.

WITNESS Grantor's hand this 24th day of September 1979.

Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

X By Jud A Baker
Title Authorized Agent



STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 24th day of September, 1979, personally appeared before me Jud A Baker, personally known to me to be the Authorized Agent of the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said corporation, and the said Jud A Baker acknowledged to me that the said Corporation executed the same.

My commission expires:

September 19, 1983

Paula A. Southorpe
Notary Public in and for the State of Utah

EXHIBIT "A"

All of the following described tract lying East of the Easterly line of the existing BPA right of way shown on Corps of Engineers' drawing #CLW-64-16/13:

Beginning at the East quarter corner of Section 3, Township 7 North, Range 3 West of the Willamette Meridian, Columbia County, Oregon; thence North 29°10'11" West a distance of 828.01 feet to a one-half inch iron pipe and the true point of beginning of the following described tract; thence North 58°00'02" West a distance of 241.49 feet to a brass disc; thence North 17°35'32" West 320.00 feet to a three-quarter inch iron pipe; thence South 77°45'02" East a distance of 332.28 feet to a one-half inch iron pipe; thence South 3°34'58" West a distance of 363.32 feet to the true point of beginning.-----

LR



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JAN 20 2026
OWRD

7504

Deeds

STATE OF OREGON
COLUMBIA COUNTY
RECORDED OR FILED
OCT 16 10 03 AM '79
BOOK 227 PAGE 204
RETA. C. FERRY, CO. CLK.
BY *E. Maroney* DEP.

ATTACHMENT 4

Land Use Information Form



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

Received

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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. The planning official may choose to complete the form while you wait or return the "Receipt Acknowledging Request for Land Use Information" to you. Applications received by OWRD without the Land Use Information Form, or the signed receipt, will be returned to you. **IMPORTANT:** Please note that while OWRD can accept a signed receipt as part of intake for an application for a new permit to use or store water, a completed Land Use Information Form is required for OWRD's acceptance of all other applications. Please be aware that your application cannot be approved without land use approval.

This form is **NOT** required if:

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

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. **NOTE:** For new water right applications only, if you are unable to complete this form while the applicant waits, you may complete the "Receipt Acknowledging Request for Land Use Information" and return it to the applicant.

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

Land Use Information Form



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

Received
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 OWRD

NAME Rainier Drainage Improvement District (c/o Matt Peterson)				PHONE
MAILING ADDRESS 305 W 3 rd Street, Ste 21				
CITY Rainier	STATE OR	ZIP 97048	EMAIL <i>*all communications via mail</i>	

A. Land and Location

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

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:	Proposed Land Use:
7N	3W	1	SW 1/4	0400	PA-80	<input checked="" type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	PA-80 (farming)
			SWSW	0700		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	
		2	SE 1/4	0700 0800		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	
			NESW	0700 0800		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	
			SENW	0700		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	
			SENW	0700		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	
			SWNW	0700		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	
		3	SENE	0700		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	
			SENE	0399		CS-U <input checked="" type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	
		12	NENE	0700		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	
			NENW	0100		PA-80 <input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	
		NWNE	0100	<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used			

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

Columbia 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) Runoff from Rinearson Slough

Estimated quantity of water needed: 3.75 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:

The proposed use of runoff and drainage water from Rinearson Slough, the primary drainage ditch managed by Rainier Drainage Improvement Company (Applicant), will be irrigation during the period of time that groundwater is not available for the proposed place of us.

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

See Page 4 →

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JAN 20 2026
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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

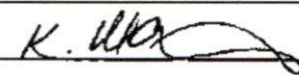
- Land uses to be served by the proposed water use(s), including proposed construction, are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): Columbia County Zoning Ordinance §304.11 (PA-80) & §1012 (CS-U)
- Land uses to be served by the proposed water use(s), including proposed construction, involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being Pursued."**

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

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

None Received
JAN 20 2026

Name: Kate J. McGuire Title: Planning Director OWRD

Signature:  Date: 10/29/2025

Governmental Entity: Columbia County Land Development Services - Planning Phone: 503-397-7216

Receipt Acknowledging Request for Land Use Information

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

Applicant Name: _____

Staff Name: _____ Title: _____

Staff Signature: _____ Date: _____

Governmental Entity: _____ Phone: _____

ATTACHMENT 5

Oregon Water Resources Department

FORM M

FOR MUNICIPAL AND QUASI-MUNICIPAL WATER SUPPLIES

[Information needed to make findings related to ORS 537.153(3)(c)]

Received
JAN 20 2026

OWRD

- Please supply the required information in the spaces provided below. If any section of this form is not applicable, please write N/A and provide an explanation why it does not apply.
- Do not attach reference documents. If there is a need, the Department will request them.
- Your signature is certification that identified information is contained in the reference document(s).
- If adequate space is not available on this form to describe and justify your request for additional water, attach additional pages as necessary.

Water Supplier Information

Please provide the following information related to the water supplier requesting additional water. It should be noted that the name of a water supplier is often different than the service area (e.g., *City of ABC and XYZ Urban Growth Boundary*).

Cities are not the only municipal corporation; many kinds of special districts are also allowed to purvey water. Applications requesting to use water for Quasi-Municipal use may be submitted by entities including, but not limited to, the following types of governance: a water association; private water company; or (if under the articles of incorporation) a broader corporation such as a destination resort. Please attach a copy of the article of incorporation related to your distribution of water. (Attachment 1)

Name of Water Supplier/Entity	Name of Service Area	Governance	Contact Person
RAINIER DRAINAGE IMPROVEMENT COMPANY	RAINIER DRAINAGE IMPROVEMENT DISTRICT	ORS Chapter 554 Drainage District	Matt Peterson (Board Member)
List any water suppliers within the same service area and/or any self-supplied industrial user. (Attach an extra sheet, if necessary.)			

Request for Additional Water

Briefly explain the reason(s) for your request for additional water (e.g. *loss of current supply, backup, emergency supply, peak demand, growth, or other*). Much of the information needed may be contained in your Water Management and Conservation Plan, Water System Master Plan, or Capital Improvement Plan (as applicable).

Reason(s) for the Request for Additional Water	Time Table for Development of the Additional Water	Justification for Water Source & Amount Requested
The Applicant does not currently hold a water right. The Applicant is a District that manages agricultural drainage. The proposed water right is for beneficial use of the District's drainage water.	2025-2027	The amount of water use proposed is appropriate for the place of use and proposed type of use (irrigation). The source of the water is the District's drainage channel water.

Current Water Supply

In the table below, please describe all of the sources of your current water supply inventory (*both active and inactive*). Identify those sources and associated water rights that are currently in use. Additionally, please identify any water sources/water rights that are not currently used, or used only on a seasonal or emergency basis, and describe the reason(s) why. If any portion of your water supply is being purchased, identify the supplying entity and, if possible, indicate the water source.

Water Source (Include any wholesale purchases of water)	Water Right Numbers (Permit and/or Certificate)	Priority Date	Amount of Water Allowed	Actively Used? (Yes or No) If "No," explain.
N/A				
N/A				
N/A				

The Applicant is not a municipality or water district that serves water to any population. It is a drainage district that is responsible for the capture, routing, and discharge of agricultural drainage water to surface water.

Is this application for a new water use permit intended to be used as a primary or backup source? Explain how this right will be used to meet current demand and/or how it will be used to increase reliability and resiliency?

The Applicant intends for the proposed use to be the primary source during the proposed period of use (July-September). This application is intended to cover portions of the irrigation season not covered by Application G-19249, which is proposed to be approved for March – June.

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JAN 20 2026

Current Water Use

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Describe the nature of your current demands for water, as well as the water sources used to meet those needs.

Current Demands for Water (Year: 2025)

Water Source (Including wholesale water purchases)	Water Right Numbers (Permit and/or Certificate)	Peak or Maximum Demand		Average Demand	
		Maximum Instantaneous Rate (in cfs or gpm)	Maximum Daily Demand (MG)	Average Daily Demand (MG)	Average Annual Demand (MG)
N/A					
N/A					
N/A					

- Per-capita daily demand (in gallons): N/A
(Divide average annual water sales by population to arrive at consumption, and then divide by 365 to get daily values.)
- Peak season (by month/day): N/A to N/A
- Peak Season number of hours diverted/pumped (if available): N/A
- Peak season per-capita daily consumption (in gallons): N/A
(Divide total peak season demand by population and the number of days during the peak.)
- Peaking Factor (ratio between max day demand and average day demand): N/A

There is currently no water use, as the Applicant does not hold any water rights nor does it provide water to a service population.

Projected Water Use

Describe your anticipated water demands for the next 20 years, and identify the sources of water (*existing and/or new*) that will be used to meet those demands. Please also describe the methodology and/or information source used to make the projected water demand estimates.

Projected Demands for Water in 20 Years (Year: 2045)

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JAN 20 2026

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- Current average per capita demand (in gallons): N/A
- Projected population served in year (N/A): N/A
- Projected average annual demand (MG): N/A
- Projected average daily demand (MG): N/A
- Current peaking value: N/A
- Projected maximum daily demand (MG): N/A

Water Source (Including wholesale water purchases)	Water Right Numbers (Permit and/or Certificate) If a new water source, indicate so.	Projected Peak Daily Demand		Projected Average Daily Demand	
		Maximum Instantaneous Rate (in cfs or gpm)	Maximum Daily Demand (MG)	Average Daily Demand (MG)	Average Annual Demand (MG)
<u>N/A</u>					
<u>N/A</u>					
<u>N/A</u>					

Source or Methodology Used for Demand Projections:

Describe any issues, deficiencies or limitations associated with your current water supply inventory contributing to the need to acquire additional water in order to satisfy your current and/or projected 20-year demands:

There is currently no water use, as the Applicant does not hold any water rights nor does it provide water to a service population.

Annual Water Use by Type

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In the table below, list the quantity of water diverted for each type of water use and the percentage of the total diversion associated with that use type: **N/A**

Type	Current Use		Use In 20 Years	
	Quantity Diverted:	Percentage of Total Diversion:	Projected Quantity to be Diverted:	Percentage of Total Diversion:
Residential:				
Commercial:				
Institutional¹:				
Agricultural²:				
Industrial:				
Other: (specify use)				
System Water Loss:				
Total Diverted:				

¹: Institution use includes water served to hospitals, federal, state, or municipal connections, and school districts.

²: Agricultural use includes any type of customer with a service connection dedicated for the raising of livestock or edible or non-edible crops.

There is currently no water use, as the Applicant does not hold any water rights nor does it provide water to a service population.

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OREGON
SECRETARY OF STATE

58123-1-88

ARTICLES OF INCORPORATION OF
RAINIER DRAINAGE IMPROVEMENT COMPANY

The undersigned, members of the Board of Supervisors of the Rainier Drainage District, having obtained the consent of the owners of land required by ORS 554.375, desiring to form a public corporation, and acting as incorporators under the ORS Chapter 554, relating to district improvement companies, adopt the following Articles of Incorporation:

ARTICLE I

The name of this corporation is Rainier Drainage Improvement Company and its duration is perpetual.

ARTICLE II

This corporation is a successor corporation to the Rainier Drainage District, including West Rainier Drainage District, organized under ORS ch. 547. The corporation is a public corporation formed under ORS ch. 554. It exists to provide benefit to particular lands and to the public. The corporation is not formed for the purpose of operating the corporation for profit or for the benefit of its members other than benefits accruing from improvements made by the corporation.

ARTICLE III

The purpose of the corporation is to provide: flood control, drainage and irrigation water for particular lands. The corporation



shall continue operation and maintenance of the Rainier Drainage District's existing drainage works and any other works authorized under ORS ch. 547. In addition to powers conferred by statute, the corporation may make improvements for these purposes, including the construction, operating and maintenance of flood control facilities and a system of sloughs, canals, ditches and waterways necessary to drain the benefitted properties, as well as make available water for the irrigation of the lands to be improved. These improvements are for sanitary and/or agricultural purposes, or both, and will be conducive to the public health, welfare, utility or benefit. The benefits of the proposed improvements will exceed any damage that might be done to the land. The best interests of the land to be improved, the owners of that land as a whole, and the public at large will be promoted by the formation, operation and accomplishment of an improvement plan by the corporation. The formation of these corporation under ORS ch. 554 is a proper and advantageous method of accomplishing the improvement and protection of the lands improved by operation of the corporation and its works.

ARTICLE IV

The particular lands to be improved by the works of the corporation are the same lands formerly included within the boundaries of the Rainier Drainage District, including West Rainier Drainage District. These lands, together with the names of the current owners of those lands and the acreage allocated to each owner, are described on Exhibit A to these Articles, which is attached to and incorporated into these Articles.

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ARTICLE V

The corporation assumes all of the rights, duties, debts and obligations legally incurred under contracts, covenants, other agreements, lease and business transactions entered into or begun before the date of dissolution of the Rainier Drainage District. The corporation may impose charges or assessments for these debts and obligations as well as ongoing operational costs without execution and recording of any landowners' notice under ORS ch. 554. All lands subject to liens and encumbrances for these debts and obligations remain subject to these liens and encumbrances.

ARTICLE VI

The address, including street address and number of corporation's initial registered office is:

76780 Amundson Road
Rainier, OR 97048;

and the name of the corporation's initial registered agent at that location is:

Martha Benson.

The mailing address and location of the principal office of the corporation for the transaction of business is:

76780 Amundson Road
Rainier, OR 97048

ARTICLE VII

The members of the Board of Supervisors of the Rainier Drainage District are the initial directors of the corporation. The number of directors may be increased if so provided in the Bylaws of the

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JAN 20 2026

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corporation. The initial directors hold office as directors until the dates on which their terms of office as supervisors would have expired. At each annual meeting of the members of the corporation, a director or directors shall be elected for a three-year term. The terms of the directors shall be staggered so that one-third of the directors, to the extent possible, are elected each year. These same supervisors and directors are the incorporators of the corporation. The name and address of each incorporator is:

Hershell Blaylock
27697 Dike Road
Rainier, OR 97048

John Sanders
76277 Young Road
Rainier, OR 97048

John Slape
76431 Ege Road
Rainier, OR 97048

ARTICLE VIII

The corporation has members. Every owner of land described in Exhibit A to these Articles is a member of the corporation. Membership is lost or gained through a sale or purchase of that land by which legal title is transferred. In case of sale or purchase under contract without transfer or legal title, the parties may agree as to who may vote and exercise membership in the corporation. In the absence of agreement, the holder of legal title votes. In cases where a dispute exists on the identity of the legal owner of property, the corporation may rely upon the latest records of the county assessor on property ownership to resolve the dispute.

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JAN 20 2026

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ARTICLE IX

All revenue and income of the corporation shall be received, held, used and expended exclusively for the payment of the cost and expense of the improvements of the corporation and their maintenance, the payment of indebtedness, interest, cost and expense of the corporation incurred in the conduct of its business as stated in these Articles. No part of the corporation's net earnings (if any) shall inure to the benefit of any member, trustee, officer, director or any other private individual, but shall inure solely for the benefit of a political subdivision of the state of Oregon. The corporation may pay reasonable compensation for services rendered, reimburse any person for reasonable expenses incurred on behalf of the corporation, and make payments and distributions as provided in these Articles and the Bylaws. No substantial part of the corporation's activities shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and the corporation shall not participate in, or intervene in, including the publishing or distributing of statements, any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles of incorporation, the corporation shall not carry on any activities not permitted to be carried on:

- A. By a corporation exempt from federal income tax under § 501(c)(3) of the Internal Revenue Code of 1986 or corresponding provisions hereafter in effect; or

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- B. By a corporation, contributions to which are deductible under § 170(c)(2) of the Internal Revenue Code of 1986 or corresponding provisions hereafter in effect.

ARTICLE X

On dissolution of the corporation, it shall distribute its assets to the state of Oregon or a city, county or other political subdivision of the state of Oregon. In the event this distribution cannot be made, the corporation shall distribute its assets to an organization organized for public or charitable purpose, a religious corporation, the United States, or person which is recognized as exempt under § 501(c)(3) of the Internal Revenue Code of 1986.

ARTICLE XI

To the fullest extent not prohibited by state law, a director or uncompensated officer of the corporation shall not be liable to the corporation or its members for any monetary damages for conduct as a director or officer. Any amendment to or repeal of this Article XI or amendment to the Oregon Nonprofit Corporation Act shall not adversely affect any right or protection of a director or officer of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal. This provision, however, shall not eliminate or limit the liability of a director or officer for:

- A. Any breach of the director's or officer's duty of loyalty to the corporation or its members;
- B. Acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- C. Any unlawful distribution; or

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JAN 20 2026
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581737-88

- D. Any transaction from which the director or officer derived an improper personal benefit.

ARTICLE XII

To the fullest extent not prohibited by state law, the corporation:

- A. Shall indemnify any person who is made, or threatened to be made, a party to any action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise, including an action, suit or proceeding by or in the right of the corporation, by reason of the fact that the person is or was a director of the corporation; and
- B. Shall indemnify any person who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise, including an action, suit or proceeding by or in the right of the corporation, by reason of the fact that the person is or was an officer, employee or agent of the corporation, or a fiduciary, within the meaning of the Employee Retirement Income Security Act of 1974, with respect to any employee benefit plan of the corporation, or serves or served at the request of the corporation as a director or officer of,


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JAN 20 2026
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or as a fiduciary of an employee benefit plan of,
another corporation, partnership, joint venture,
trust or other enterprise.

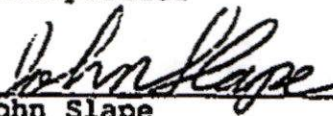
This Article XII shall not be deemed exclusive of any other provisions or insurance for the indemnification of directors, officers, employees, or agents that may be included in any statute, bylaw, agreement, resolution of shareholders or directors or otherwise, both as to action in any official capacity and action in any other capacity while holding office, or while an employee or agent of the corporation.

We, the undersigned incorporators, declare under penalties of perjury that we have examined the foregoing, and to the best of our knowledge and belief it is true, correct and complete. We further state that we have obtained the consent of each director named to serve.

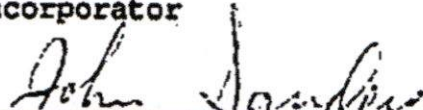
DATED June 12, 1997.



Hershell Blaylock
Incorporator



John Slape
Incorporator



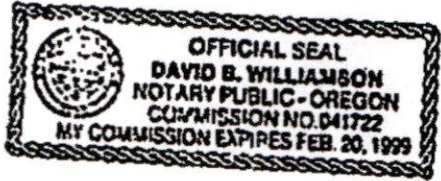
John Sanders
Incorporator

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STATE OF OREGON)
) ss:
County of Columbia)

On this 12th day of June, 1997, personally appeared Hershell Blaylock, John Slape and John Sanders, personally known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same freely and voluntarily.

David B. Williamson
Notary Public for Oregon
My Commission expires: 2-20-99



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JAN 20 2026

EXHIBIT "A"
To Articles of Incorporation of
Rainier Drainage Improvement Company

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The real property boundaries and real property within the Rainier Drainage Improvement Company is the same as that of the Rainier Drainage District, including West Rainier Drainage District. Attached is a copy of the original Order establishing Rainier Drainage District that was signed on October 3, 1917, setting cut the boundaries and lands within Rainier Drainage District. Corps of Engineers Map #CLW-64-16/1 dated July 14, 1961, depicting all of the lands within the district.

The total acreage included in the Rainier Drainage Improvement Company is 1,169, described above, but not including sloughs, levees and roadways.

Any difference between this list and the original acreage calculation results from differences in estimating the number of acres in the roads, sloughs and under levees.

The current landowners in the district, their tax account numbers and acreage are as follows:

<u>Name</u>	<u>Tax Account Number</u>	<u>Acreage</u>
Altenhein, Mary	0305-2-7312-010-01400	8.00
Anderson, Karen	0395-2-7207-040-02800	0.58
Aubol, Odis	0305-2-7301-000-00900	10.00
Aubol, Odis & Elizabeth	0305-2-7301-000-01000	20.00
Benson, Martin & Martha	0305-2-7311-000-00400	12.00
	0305-2-7312-020-00900	19.00
Bentley/Bernard/Gottwig	0305-2-7312-010-00600	4.87
Blaylock, Horshell & Carla	0305-2-7312-010-00800	5.00
	0305-2-7312-010-01000	4.95
	0305-2-7312-010-01100	9.92
Bledsoe, Kelly	0305-2-7207-030-00800	5.00
	0305-2-7207-030-00900	2.50
Brown, Kelly	0395-2-7207-030-00501	1.00
Bruscoe, Robert J.	0305-2-7207-030-01600	2.29
	0305-2-7207-030-01900	2.50
Bruscoe, Robert & Mary	0395-2-7207-030-00300	1.00
Brusco, Woodrow & Frances	0305-2-7207-030-02000	12.50
Canning, Jerald & Donna	0395-2-7207-040-01601	0.98
	0395-2-7207-040-01602	0.57

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 JAN 20 2026
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Carriker, Dennis & Pamela	0395-2-7207-030-00101	2.00
Chappelle, Velma	0395-2-7207-030-00700	2.50
Childers, Della	0305-2-7312-020-00800	5.00
Church of Jesus Christ of LDS	0305-2-7301-000-00400	103.71
	0305-2-7301-000-00700	29.25
	0305-2-7302-000-00700	92.88
	0305-2-7302-000-00800	56.40
	0305-2-7312-020-00100	20.00
	03905-2-7312-020-00900	11.64
Clemens, W & Tofte, L	0305-2-7207-030-01800	0.71
Davis, James & Carol	0395-2-7207-030-00504	5.00
Delphia Oil Inc.	0399-2-7217-024-01600	less than 0.25
Duvenick, Charles & Gail	0395-2-7207-030-00200	1.00
Elliott, Norman & Lula	0395-2-7207-040-02000	0.38
Engel, Michael & Kathryn	0395-2-7202-030-00100	4.50
Epping, Jeff & Leona	0399-2-7217-024-01100	less than 0.25
Ertzberger, Rocky	0395-2-7207-040-02600	0.60
Everman, Carol	0399-2-7217-021-00300	0.29
Fetter, E.L. & E.V.	0305-2-7312-000-00300	46.26
	0305-2-7312-010-01200	9.75
	0305-2-7312-010-01300	4.51
	0305-2-7312-020-00200	20.00
	0305-2-7312-020-00201	5.00
	0305-2-7312-020-00300	18.30
	0305-2-7312-020-00400	12.74
	0399-2-7217-021-00900	less than 0.25
Gulickson, Nelson & Ruth	0305-2-7311-000-00100	21.50
Hamilton Family Trust	0395-2-7207-030-00500	10.00
Hamlik, Jerry & Anneatta	0395-2-7208-033-00400	0.31
	0395-2-7208-033-00500	1.65
	0395-2-7208-033-00500A1	1.00
Hill, John & Lolita	0305-2-7207-030-01800	2.50
Hillsbery, Jess & Kathryn	0305-2-7207-040-01100	12.00
	0395-2-7207-040-01300	5.94
Hubbard, C.E. & Virginia	0305-2-7302-000-01100	51.00
Irby, D. & Ferguson, M	0399-2-7217-022-00900	less than 0.25
	0399-2-7217-022-01000	less than 0.25
Jacobson, Frank & Mary	0305-2-7207-030-01000	4.31
	0305-2-7207-030-01400	1.00

Received
JAN 20 2026

OWRD

Jaeger, Martha	0395-2-7207-030-00400	1.00
James River Paper Co., Inc.	0301-2-7217-013-00199	7.00
	0399-2-7217-021-00100	less than 0.25
	0399-2-7217-021-02200	less than 0.25
Johnson, Kenneth & Sarah	0395-2-7207-040-02700	0.62
Johnson, Reva I.	0399-2-7217-024-00400	less than 0.25
Johnstun, Arvie & Bobbye	0305-2-7312-020-00700	10.00
Johnstun, Ray & Ella	0305-2-7311-000-00300	22.00
Johnstun, Steven R.	0305-2-7302-000-01400	33.42
Lamb, Alvin & Sherry	0395-2-7207-030-00502	1.00
Lange, Stephen	0309-2-7208-033-00900	less than 0.25
Larson, Lance & Sue	0305-2-7302-000-01000	17.74
Lucas, Robert Allen	0399-2-7217-021-00500	less than 0.25
McGlone, James & Wanda	0399-2-7217-024-00200	less than 0.25
McKenna, Dale & Stockhouse, L.	0399-2-7217-021-00200	less than 0.25
	0399-2-7217-021-01900	less than 0.25
	0399-2-7217-021-02000	less than 0.25
Nelson, Leroy	0309-2-7208-033-00800	less than 0.25
	0309-2-7208-033-01000	less than 0.25
	0399-2-7217-021-01100	less than 0.25
	0399-2-7217-021-01400	less than 0.25
	0399-2-7217-021-01600	less than 0.25
	0399-2-7217-021-01700	less than 0.25
	0399-2-7217-022-00100	less than 0.25
	0399-2-7217-022-00300	less than 0.25
	0399-2-7217-022-00400	less than 0.25
	0399-2-7217-022-00500	less than 0.25
	0399-2-7217-022-00600	less than 0.25
	0399-2-7217-022-00700	less than 0.25
	0399-2-7217-022-00800	less than 0.25
Nelson, Robert & June	0305-2-7312-010-00100	1.38
ODOT	0301-2-7217-013-00199	5.86
	0399-2-7217-024-00199	less than 0.25
Parker, Albert & Nancy	0305-2-7312-020-00710	9.65
Peters, Gary & Eva	0399-2-7217-021-00600	less than 0.25
	0399-2-7217-021-00603	less than 0.25
	0399-2-7217-021-00604	less than 0.25
Petersen, Pearl	0395-2-7207-040-02900	0.23
Phillips, Thomas D.	0305-2-7207-000-00600	0.46
Radomski, Barbara	0305-2-7207-030-01300	2.00

Received
JAN 20 2026

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Redding, Leo & Betty -	0395-2-7207-040-00900	2.93
Reigel, Richard & Barbara	0395-2-7207-040-01200	6.02
Reigel, Ruth	0305-2-7311-000-00200	18.73
Rhinehart, Gay E.	0399-2-7217-021-01500	less than 0.25
Ribelin, Carlene & Hinkle, Jeff	0395-2-7207-040-00400 0395-2-7207-040-00600	9.66 .25
Richmond, William & Lucille	0305-2-7207-000-00500 0305-2-7207-000-00501 0305-2-7207-000-00501 A1	7.50 14.54 4.00
Roberts, Ardith & Herbert	0395-2-7207-040-02100	0.38
Russeff, John	0399-2-7217-021-00400	0.30
Sanders, Eric & Rachel	0305-2-7207-040-01000	5.53
Sanders, John & Hazel	0305-2-7207-030-02300	18.78
Slape, John & Tami	0305-2-7207-030-01100 0395-2-7218-010-00100	0.69 18.20
Smith, Robert & Sharon	0395-2-7207-040-01400	1.00
Stennick, John & Juanita	0305-2-7312-010-00200 0305-2-7312-010-00300	18.77 4.90
Stennick, John & June	0305-2-7312-010-00500	4.90
Stennick, Martin & Shannon	0395-2-7207-040-01500 0395-2-7207-040-01600 0395-2-7218-010-00200	5.00 10.76 9.25
Stennick, William & M.E.	0399-2-7217-021-00700 0399-2-7217-021-00800 0399-2-7217-021-00801 0399-2-7217-021-01000	less than 0.25 less than 0.25 less than 0.25 less than 0.25
Swanson, Nancy	0305-2-7301-000-00800	21.21
Thayer, Andrew	0395-2-7208-033-00300	0.62
Thompson, Eugene & Linda	0305-2-7207-030-02101	5.00
Thompson, L & Brusco, J.	0305-2-7207-030-01500	5.00
Tift, Sam & Frances	0305-2-7312-020-00500	5.00
Tow, Guy & Tanya	0395-2-7207-030-00600	3.00
Vigoren, Donald & Michelle	0305-2-7312-020-00600	11.46
Wheeler, Duane & Debra	0305-2-7207-040-02300 0395-2-7207-040-02200 0395-2-7207-040-02500	0.05 less than 0.25 less than 0.25

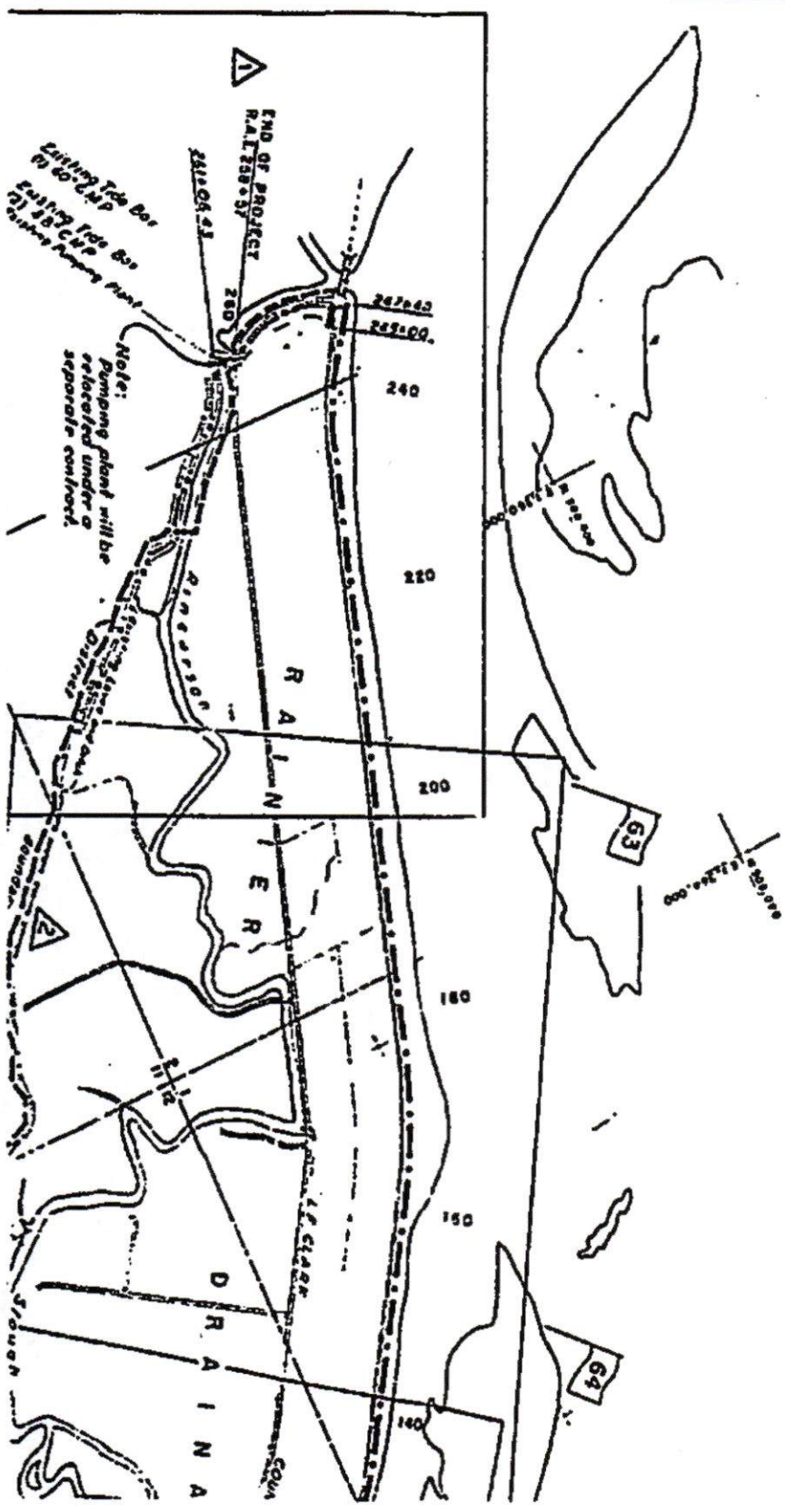
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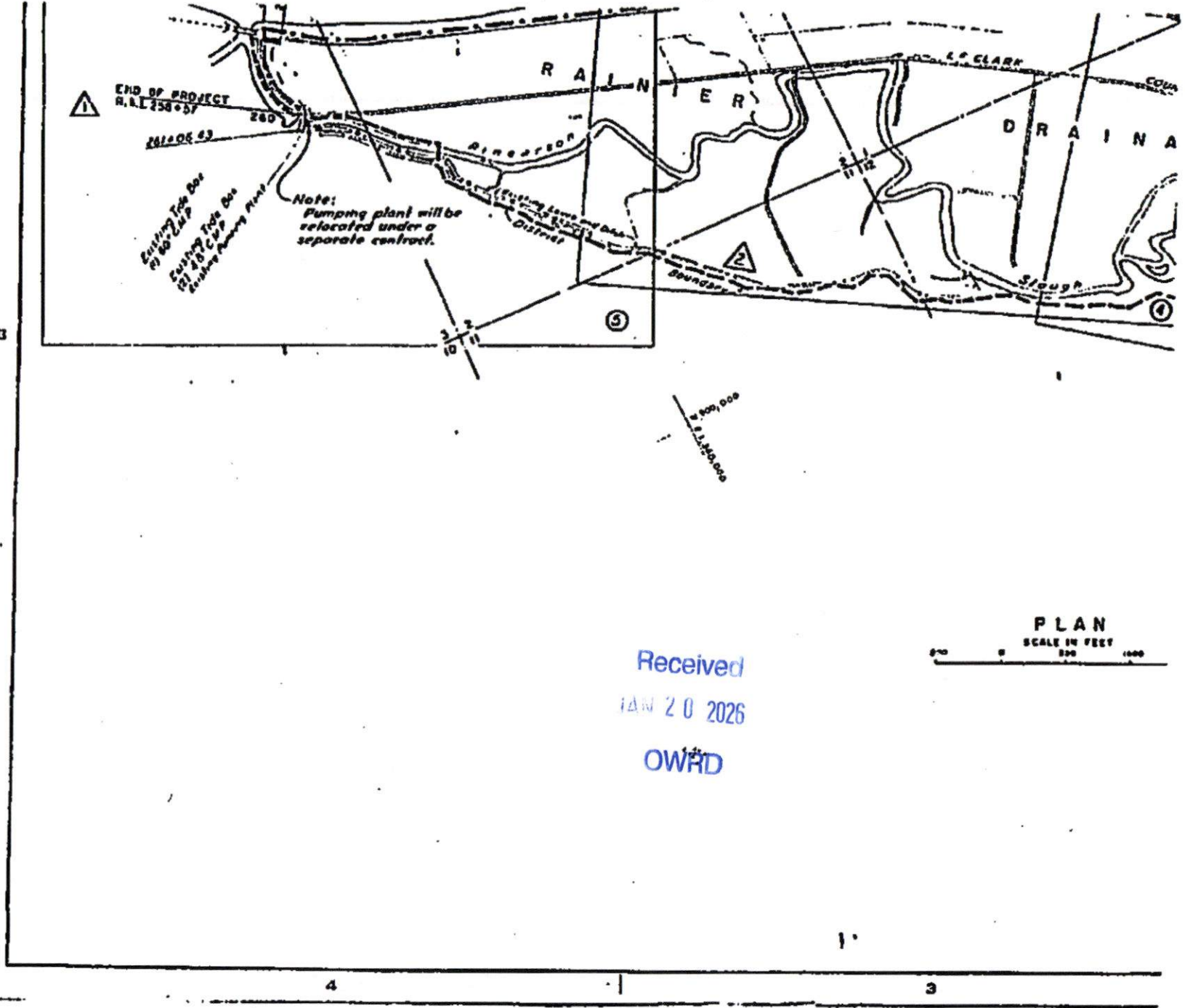
581237-88

White, John & Tena	0395-2-7207-040-01900	0.38
Whitney, James & Linda	0305-2-7207-000-00400	4.00
Wicklund, Gary	0305-2-7207-030-01200	1.00
Wilburn, Marvin & Barbara	0395-2-7207-030-00503	5.00
Ziemer, Lawrence & Christina	0305-2-7207-030-02100	20.00
	0305-2-7312-000-05100	46.25
	0305-2-7312-000-00200	<u>29.80</u>
TOTAL ACREAGE		1,189.00

COLUMBIA

Received
JAN 20 2026
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EXISTING TOE BOX
OF 60" DIA
EXISTING TOE BOX
OF 48" DIA
EXISTING PUMPING PILE

Note:
Pumping plant will be
relocated under a
separate contract.

5

1000,000
1:250,000

PLAN
SCALE IN FEET
0 500 1000

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JAN 20 2026
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Be it remembered that a regular term of the County Court of the County of Columbia, State of Oregon, was begun and held at the County Court House on Monday the 1st day of October, the same being the First Monday of said Month, and the time fixed by law for holding said Court. When were present.

#581237-88

Hon. V. J. Hatten Judge
A. F. Barnatt Clerk
E. C. Stanwood Sheriff

Due proclamation being made, and it appearing to the Court that there were no matters awaiting its consideration, adjournment was had until Oct. 3rd, 1917.

Wednesday, Oct. 3rd, 2nd Judicial Day.
Officers all present
Court cases pursuant to
Due proclamation being made the following proceedings were had.

Received
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IN THE COUNTY COURT OF THE STATE OF OREGON
FOR THE COUNTY OF COLUMBIA.

In the matter of the organization of the Rainier Drainage District of Columbia County, Oregon.

At this date to-wit: the 3rd day of October, 1917, at a regular session of this court, this being the time designated by this court as the time and place for the hearing of the petition of Sarah W. Dibble and E. R. Dibble wherein they pray for an order organizing and forming the Rainier Drainage District under the laws of the State of Oregon in relation thereto, and now at this time, this matter comes on regularly for hearing, and it appearing to the Court that heretofore to-wit: on the 1st day of August, 1917, this court made an order which has been duly entered herein fixing this time and place for the hearing of such petition; and it further appearing to the Court that the Clerk of said county and state has caused a notice of such time and place of hearing to be published in the Rainier Review, a newspaper printed and published in the County of Columbia, State of Oregon, and it appearing to the court that such notice was so printed and published as required by law and that due proof of such publication of such notice has been made and filed herein and it further appearing to the court that there was caused to be published by the clerk immediately following the said notice and as a part thereof the said petition as filed in full including the signatures thereon, and it further appearing to the court that the terms of said notice required all persons owning or claiming an interest in lands described in said petition to appear at said place and time and show cause, if any there be, why the prayers of said petition should not be granted; and it appearing to the court that no objections or remonstrances have been made, or filed in writing and that no person, firm, or corporation owning any of said lands or any interest therein has appeared to make any objection or remonstrance against the organization and creation of said District and that all of the proceedings required by law for the organization of said Drainage District have been fully complied with; and it further appearing to the court from the said petition

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and by other satisfactory evidence:

That Sarah W. Dibblee is the owner, as shown by the records of said county and state of approximately 873.74 acres within the boundaries of said district.

That H.R. Dibblee, one of said petitioners is the owner, as shown by said records of Columbia County, Oregon, of approximately 25.88 acres within the boundaries of said District.

That M.T. O'Connell is shown by the records of Columbia County, Oregon, to be the owner of approximately 10 acres in said District.

That Ellis McLean and John H. McLain are shown by the records of Columbia County, Oregon, to be the owners of approximately 10 acres in said District.

That R.P. Burns is shown by the records to be the owner of approximately 40 acres in said district.

That S.M. Rice is shown by the records of Columbia County, Oregon, to be the owner of approximately 238.52 acres in said district.

That M.W. Evans is shown by the records of Columbia County, Oregon to be the owner of approximately 3 acres in said district.

That the Rainier Land Co. is shown by the records of Columbia County, Oregon to be the owners of approximately 14 acres in said district.

That Albert Preston is shown by the records of Columbia County, Oregon to be the owner of approximately .25 acres in said dist. ct.

That Eli Davis is shown by the records to be the owner of approximately .25 acres in said district.

That S.J. Everman is shown by the records of Columbia County, Oregon to be the owner of approximately 1/8 acres in said District.

That Van Hurbett is shown by the records of Columbia County, Oregon to be the owner of approximately 1/8 acre in said district.

That the said lands so owned by the parties named above contain approximately 1445.72 acres that all the lands described above and hereinafter referred to constitute a single, contiguous body of swamp, wet and overflowed lands and are all situated in the County of Columbia, Oregon, and it is proposed by said owners and your petitioners to form a drainage district under the provisions and pursuant to the Laws of the State of Oregon relating to drainage to reclaim said lands and to protect same by a system of levees and drainage and render the same conducive to public health, convenience and welfare, and render the said lands suitable for agricultural purposes by protecting the same from flood waters; that the name proposed for said drainage district is Rainier Drainage District; that the boundary lines and a general description of said district is:

Beginning at the intersection of the right of way of the Spokane Portland & Seattle Railway Company's line and the east bank of Rinearsens' Slough; thence following the east bank of said slough south about 1600 feet; thence crossing said slough to the foot of the hill at that point; thence following the foot of said hills in a southeasterly direction about five and one half miles to the point where said hill intersects the right of way of the S.P. & S.Ry Co. at the foot of Noedby Street in the City of Rainier, Oregon; thence following the right of way of the S.P. & S.Ry Co. to the place of beginning.

The above described district includes lands and lots in Sections 1, 2, 3, 7, 11 and 12 in Township 7, range 3 west of W.M. and lands and lots in Sections 7, 8, 17 and 18 in Township 7, range 2 west of W.M. containing approximately 1445.72 acres and constitute a contiguous body of wet and overflowed lands, all situated in the County of Columbia, Oregon.

That the proposed reclamation and protection is for sanitary and agricultural purposes and that such proposed reclamation will be conducive to the public health and

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welfare and of public utility and benefit.

That all of the lands described above are properly included in said district and will be beneficially effected by the operations of said district; that the benefits of such reclamation will exceed the damage done and that the best interests of the lands included and of the owners thereof as a whole and of the public at large will be promoted by the formation of said district.

That the promotion and formation of said drainage district under the provisions of the laws of the State of Oregon is a proper and advantageous method of reclaiming and forming said drainage district.

That the proposed plan of reclamation is to construct a levee around said low lands connecting with the high or uplands to an elevation which will insure the said lowlands from being flooded by water from the Columbia River, and by installing a system of chains and automatic flood or tide gates, and also a permanent pumping plant with which to expel the surplus water from said district during periods of highwater, when the tide gates will not operate, the object being to drain all the lands of said district which are now subject at overflow from the Columbia River at flood periods, and thus to render the said lands suitable to cultivation and conducive to public health and welfare, and of public utility and benefit. The situation of said lands are such that by constructing said levee across the western line of said district that it will not be necessary to protect the eastern end for the reason that the highland or uplands meets the river at this point.

That it is understood and agreed that in consideration of this court granting said petition and authorizing the formation of said Drainage District, the petitioners, and each of them, have expressly promised and agreed to pay any and all expenses incurred and any assessment or taxation that may be levied against their respective lands for the purpose of paying the expenses of said organization or attempted organization of said district.

That the petitioners herein represent more than fifty per cent of the lands included in said district.

It further appearing to the court that it is for the best interest of all persons owning lands in said district that the same should be incorporated within and included in and made a part of a Drainage District, as provided for by the laws of the State of Oregon, and that the prayer of said petition should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the prayer of said petitioners be and the same is hereby granted and that all the lands set forth and described in said petition filed herein shall be and the same are hereby permanently organized and formed into a Drainage District under the Laws of the State of Oregon to be known as the Rainier Drainage District.

Dated at St. Helens, Oregon, October 3rd, 1917.

R. S. Hattan County Judge.
Judson Weed Co. Com.
A. E. Harvey Co. Com.

Filed Oct. 3rd, 1917
A. F. Harnett Clerk
By R. R. Hall Deputy

Whereupon Court adjourned until October 27th, 1917.

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January 16, 2026

Oregon Water Resources Department
Attn: *Water Rights Services Division*
725 Summer St. NE Ste A
Salem, Oregon 97301

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RE: RAINIER DRAINAGE IMPROVEMENT CO – PERMIT TO USE SURFACE WATER APPLICATION

Dear OWRD Staff,

On behalf of Rainier Drainage Improvement Company (RDIC), CwM-H2O (CwM) would like to submit the application for a permit to use surface water that is accompanying this letter. The application proposes the reuse of drainage water from RDIC's drainage ditch infrastructure for irrigation over a portion of RDIC's service area, when said water is available. RDIC has written authorization from the landowner for access to the lands and has allowed the landowner access to RDIC infrastructure. The items included in the application package are as follows:

Application for a Permit to Use Surface Water:

- A \$5,625 check (#25957) for the application fee,
- Application form document and map (Attachment 1),
- Written authorization and water delivery contract (Attachment 2),
- Legal descriptions of the place of use (Attachment 3),
- Approved LUCS form from the County (Attachment 4),
- Form M and supplemental documents (Attachment 5).

Please let us know if there are any issues with processing these applications or any questions about the contents therein.

Sincerely,

CwM H2O, L.L.C.

A handwritten signature in blue ink that reads "Ian Godwin".

Ian Godwin, CWRE