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October 2, 2008

Oregon Water Resources Dept.
725 Summer Street NE, Suite A
Salem, OR 97301-1271

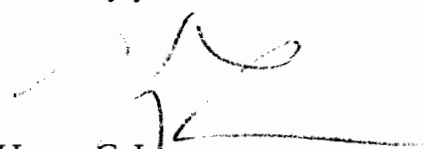
Re: Ground Water Application;
J. G. Simpson, Inc.

Dear Sir or Madame:

Enclosed is a ground water application and required enclosures for our client, J.G. Simpson, Inc. Also enclosed is a check in the amount of \$1,100.00 for fees.

Please begin processing the application at your earliest convenience. If you need any additional information please do not hesitate to contact me. Thank you.

Sincerely yours,



Henry C. Lorenzen

HCR:dh

encl.

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SALEM, OREGON



Oregon Water Resources Department 725
 Summer Street NE, Suite A
 Salem Oregon 97301-1271
 (503) 986-0900
 www.wrd.state.or.us

Application for a Permit to Use Ground Water

Please type or print in dark ink. If your application is found to be incomplete or inaccurate, we will return it to you. If any requested information does not apply to your application, insert "n/a." Please read and refer to the instructions when completing your application. A summary of review criteria and procedures that are generally applicable to these applications is available at www.wrd.state.or.us/OWRD/PUBS/forms.shtml.

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1. APPLICANT INFORMATION

A. Individuals

Applicant: _____
First Last

Mailing Address: _____

City State Zip

Phone: _____
Home Work Other

*Fax: _____ *Email Address: _____

B. Organizations

(Corporations, associations, firms, partnerships, joint stock companies, cooperatives, public and municipal corporations)

Name of Organization: J. G. Simpson, Inc.

Name and Title of Person Applying: Jerry Simpson, Pres.

Mailing Address or Organization: 68732 Mill Rd.
Pendleton OR 97801
City State Zip

Phone: 541-278-0158 Same
Day Evening

*Fax: _____ *Email Address: _____

*Optional

For Department Use			
App. No. _____	Permit No. _____	Date _____	

2. PROPERTY OWNERSHIP

Yes (Please check appropriate box below then skip to section 3 'Ground Water Development')

- There are no encumbrances
- This land is encumbered by easements, rights of way, roads or other encumbrances (please provide a copy of the recorded deed(s))

No (Please check the appropriate box below)

- I have a recorded easement or written authorization permitting access.
- I do not currently have written authorization or easement permitting access.
- 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 irrigated and/or domestic use only (ORS 274.040).

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.

List the names and mailing addresses of all affected landowners.

Umatilla County c/o Roadmaster 3920 Westgate Pendleton, OR 97801	This project requires the mainline to go under County Rd. #1374 (Hoeft Rd.) See attached permit.
---------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------

3. GROUND WATER DEVELOPMENT

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A. Well Information

Number of well(s): 1

Name of nearest surface water body: Birch Creek

Distance from well(s) to nearest stream or lake:

1) 2 3/4 Mi. West 2) _____ 3) _____ 4) _____

If distance from surface water is less than one mile, indicate elevation difference between nearest surface water and well head:

1) _____ 2) _____ 3) _____ 4) _____

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B. Well Characteristics

Wells must be constructed according to standards set by the Department for the construction and maintenance of water wells. If the well is already constructed, please enclose a copy of the well constructor's log and the well ID number, if available, for each well with this application. Identify each well with a number corresponding to the wells designated on the map and proceed to section 4 of the form. If the well has not been constructed, or if you do not have a well log, please complete the following:

Well(s) will be constructed by:

Already constructed by Larry Burd Well Drilling - 1978

Mailing Address: _____

City State Zip

Completion Date: Well Already Completed

Please provide a description of your well development. *(Attach additional sheets if needed.)*

Well No.	Diameter	Type and size of casing	No. of feet of casing	Intervals casing is perforated (in feet)	Seal depth	Est. depth to water	Est. depth to water bearing stratum	Type of access port or measuring device	Total well depth
1	16"	Welded 12"	18	No		140'	96'	Meter	600'
Well Log Attached to Application									

Note: Well numbers in this listing must correspond to well locations(s) shown on accompanying map.
 If well log is not available, or well is not yet constructed, you must provide: proposed total depth, depth of casing and seal, and the anticipated perforation and open intervals.

C. Artesian Flows
 If your water well is flowing artesian, describe your water control and conservation works:

4. WATER USE

Please read the instruction booklet for more details on "type of use" definitions, how to express how much water you need and how to identify the water source you propose to use. You must fill out a supplemental form for some uses as they require specific information for that type of use.

A. Type(s) of Use(s)

See list of beneficial uses provided in the instructions.

- If your proposed use is **domestic**, indicate the number of households to be supplied with water: _____
- If your proposed use is **irrigation**, please attach **Form I**
- If your proposed use is **mining**, attach **Form R**
- If your proposed use is **municipal or quasi-municipal**, attach **Form M**
- If your proposed use is **commercial/industrial**, attach **Form Q**

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B. Amount of Water

Provide the production rate in gallons per minute (gpm) and the total annual amount of water you need from each well, from each source or aquifer, for each use. You do not need to provide source information if you are submitting a well log with your application.

Well No.	Source or aquifer	Type of use	Total rate of water requested (in gpm)	Total annual quantity (in gallons)	Production rate of well (in gpm)
1	Basalt	Irrigation	729.3	127,081,890	1,000

C. Maximum Rate of Use Requested

What is the maximum, instantaneous rate of water that will be used? 1.625 cfs
(The fees for your application will be based on this amount.)

D. Period of Use

Indicate the time of year you propose to use the water: March 1 - October 31
(For seasonal uses like irrigation give dates when water use would begin and end, e.g. March 1-October 31.)

E. Acreage

If you will be applying water to land, indicate the total number of acres where water will be applied or used: 130 Ac.
(This number should be consistent with your application map.)

5. WATER MANAGEMENT

A. Diversion

What method will you use to divert water from the source?

- Pump (give horsepower and pump type): 200 HP Turbine w/variable drive; 75HP Booster
- other means (describe): _____

B. Transport

How will you transport water to your place of use?

- Ditch or canal (give average width and depth):

Width _____ Depth _____

Is the ditch or canal to be lined? Yes No

- Pipe (give diameter and total length):

Diameter 8" Length 3552.52'

- other, describe: _____

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C. Application/Distribution Method

What equipment will you use to apply water to your place of use?

Either a Zimatic or Valmont center pivot with low pressure hang-down heads.

Irrigation or land application method (check all that apply):

- Flood
- High pressure sprinkler
- Low pressure sprinkler
- Drip
- Water Cannons
- Center pivot system
- Hand Lines
- Wheel Lines
- Siphon tubes or gated pipe with furrows
- other, describe: _____

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Distribution method

- Direct pipe from source
- In-line storage (tank or pond)
- Open Canal

E. Conservation

What methods will you use to conserve water? Why did you choose this distribution or application method? Have you considered other methods to transport, apply, distribute or use water? For example, if you are using sprinkler irrigation rather than drip irrigation, explain. If you need additional space, attach a separate sheet.

Drip irrigation is not feasible for the types of crops expected to be grown. Irrigation will occur at times of least evaporation and soil test will be utilized to conserve water.

6. PROJECT SCHEDULE

Indicate the anticipated dates that the following construction tasks should begin. If construction has already begun, or is completed, please indicate that date.

Proposed date construction will begin: Project can begin as soon as a permit received
Since well is completed, it won't take long to
Proposed date construction will be completed: install mainline and center pivot.
3/1/09

Proposed date beneficial water use will begin: 3/1/09

7. REMARKS

If you would like to clarify any information you have provided in the application, please do so here and reference the specific application question you are addressing.

Please send copies of all documents to:
Henry Lorenzen, CWRE
P.O. Box 218
Pendleton, OR 97801

8. MAP REQUIREMENTS

The Department cannot process your application without accurate information showing the source of water and location of water use. You must include a map with this application form that clearly indicates the township, range, section, and quarter/quarter section of the proposed well location and place of use. The map must provide tax lot numbers. See the map guidelines sheet for detailed map specifications.

9. SIGNATURE

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 packet.
- I cannot legally use water until the Water Resources Department issues a permit to me.
- If I get 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 canceled.
- 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 get water to which they are entitled.

I swear that all information provided in this application is true and correct to the best of my knowledge:

JG Simpson Inc by  Date 10/1/08
Signature of Applicant (If more than one applicant, all must sign.)

Before you submit your application be sure you have:

- Answered each question completely.
- Attached a legible map which includes township, range, section, quarter/quarter and tax lot number.
- Included a Land Use Information Form or receipt stub signed by a local official.
- Included the legal description of all the property involved with this application. You may supply a copy of the deed, land sales contract, or title insurance policy, to meet this requirement.
- Included a check payable to the Oregon Water Resources Department for the appropriate amount. The Department's fee schedule can be found at www.wrd.state.or.us or call (503) 986-0900.

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WRD on the web:
www.wrd.state.or.us



Oregon Water Resources Department

FORM I

FOR IRRIGATION WATER USE

1. Please indicate whether you are requesting a primary or supplemental irrigation water right.

Primary Supplemental

If supplemental, please indicate the number of acres that will be irrigated for each type of use.

Primary: 130 Acres

Secondary: _____ Acres

List the permit or certificate number of the primary water right: No. _____

2. Please list the anticipated crops you will grow and whether you will be irrigating them for a full or partial season:

1. Wheat Full season Partial season (from: _____ to _____)

2. Canolla Full season Partial season (from: _____ to _____)

3. Peas Full season Partial season (from: _____ to _____)

4. Barley Full season Partial season (from: _____ to _____)

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

390 acre-feet

(1 acre-foot equals 12 inches of water spread over 1 acre, or 43,560 cubic feet, or 325,851 gallons.)

4. How will you schedule your applications of water? Will you be applying water in the evenings, twice a week, daily?

Daily during daytime hours

Daily during nighttime hours

Two or three times weekly during daytime

Two or three times weekly during nighttime

Weekly, during daytime hours

Weekly, during nighttime hours

Other, explain: Depends on the crop.

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WATER RESOURCES DEPT. SALEM, OREGON

NOTICE TO WATER WELL CONTRACTOR

The original and first copy of this report are to be filed with the

WATER WELL REPORT

WATER RESOURCES DEPARTMENT, SALEM, OREGON 97310 within 30 days from the date of well completion.

STATE OF OREGON

(Please type or print)

(Do not write above this line)

State Well No.

State Permit No.

(1) OWNER:

Name JERRY SWANSON Address 37400 ROAD PUEBLO CO. OR 97854

(2) TYPE OF WORK (check):

New Well [x] Deepening [] Reconditioning [] Abandon []

If abandonment, describe material and procedure in Item 12.

(3) TYPE OF WELL:

Rotary [x] Cable [] Dug [] Driven [] Jetted [] Bored []

(4) PROPOSED USE (check):

Domestic [] Industrial [] Municipal [] Irrigation [] Test Well [] Other []

(5) CASING INSTALLED:

16" Diam. from 0 ft. to 18 ft. Gage 250

(6) PERFORATIONS:

Perforated? [] Yes [x] No. Type of perforator used Size of perforations in. by in.

(7) SCREENS:

Well screen installed? [] Yes [x] No Manufacturer's Name Type Model No. Diam. Slot size Set from ft. to ft.

(8) WELL TESTS:

Drawdown is amount water level is lowered below static level Was a pump test made? [] Yes [] No Yield: 555 gal./min. with 116 ft. drawdown after 1 hrs.

(9) CONSTRUCTION:

Well seal—Material used PORTLAND CEMENT Well sealed from land surface to ft. Diameter of well bore to bottom of seal in.

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Was a drive shoe used? [] Yes [] No Plugs Size: location ft. Did any strata contain unusable water? [] Yes [] No Type of water? depth of strata Method of sealing strata off Was well gravel packed? [] Yes [] No Size of gravel: Gravel placed from ft. to ft.

(10) LOCATION OF WELL:

County UMATILLA Driller's well number B SW 1/4 NE 1/4 Section 30 T. 12 N. R. 32 E W.M. Bearing and distance from section or subdivision corner

(11) WATER LEVEL: Completed well.

Depth at which water was first found 110 ft. Static level 90 ft. below land surface. Date Artesian pressure lbs. per square inch. Date

(12) WELL LOG:

Diameter of well below casing Depth drilled 000 ft. Depth of completed well 000 ft. Formation: Describe color, texture, grain size and structure of materials; and show thickness and nature of each stratum and aquifer penetrated.

Table with columns: MATERIAL, From, To, SWL. Rows include SOIL, BLACK SAND, BROWN SAND, BLACK SAND, GRAY/SCAPSTONE, BLACK SAND, BROWN SAND, BLACK/SCAPSTONE, BLACK/SCAPSTONE, GRAY SAND, GRAY/SCAPSTONE, GRAY SAND, BLACK/SCAPSTONE, BLACK SAND, BLACK/SCAPSTONE, SEE PAGE 2.

Work started 12-19 1978 Completed 12-23 1978 Date well drilling machine moved off of well 12-27 1978

Drilling Machine Operator's Certification:

This well was constructed under my direct supervision. Materials used and information reported above are true to my best knowledge and belief.

[Signed] Date 12-27, 1978

(Drilling Machine Operator)

Drilling Machine Operator's License No.

Water Well Contractor's Certification:

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

Name (Person, firm or corporation) (Type or print)

Address

[Signed] (Water Well Contractor)

Contractor's License No. Date 12-27, 1978

The original and first copy of this report are to be filed with the

WATER WELL REPORT

Page 2 of 2

WATER RESOURCES DEPARTMENT. SALEM, OREGON 97310 within 30 days from the date of well completion.

STATE OF OREGON (Please type or print)

State Well No.

State Permit No.

(Do not write above this line)

(1) OWNER:

Name Address

(2) TYPE OF WORK (check):

New Well Deepening Reconditioning Abandon

If abandonment, describe material and procedure in Item 12.

(3) TYPE OF WELL:

Rotary Cable Dug Driven Jetted Bored

(4) PROPOSED USE (check):

Domestic Industrial Municipal Irrigation Test Well Other

(5) CASING INSTALLED:

Threaded Welded

Diam. from ft. to ft. Gage

(6) PERFORATIONS:

Perforated? Yes No

Type of perforator used

Size of perforations in. by in. perforations from ft. to ft.

(7) SCREENS:

Well screen installed? Yes No

Manufacturer's Name Type Model No. Diam. Slot size Set from ft. to ft.

(8) WELL TESTS:

Drawdown is amount water level is lowered below static level

Was a pump test made? Yes No If yes, by whom?

Yield: gal./min. with ft. drawdown after hrs.

Bailer test gal./min. with ft. drawdown after hrs.

Artesian flow g.p.m.

Temperature of water Depth artesian flow encountered ft.

(9) CONSTRUCTION:

Well seal—Material used Well sealed from land surface to ft. Diameter of well bore to bottom of seal in. Diameter of well bore below seal in. Number of sacks of cement used in well seal sacks How was cement grout placed?

Was a drive shoe used? Yes No Plugs Did any strata contain unusable water? Yes No

Type of water? depth of strata

Method of sealing strata off

Was well gravel packed? Yes No Size of

Gravel placed from ft. to ft.

(10) LOCATION OF WELL:

County Driller's well number

Bearing and distance from section or subdivision corner

(11) WATER LEVEL: Completed well.

Depth at which water was first found ft. Static level ft. below land surface. Date Artesian pressure lbs. per square inch. Date

(12) WELL LOG:

Diameter of well below casing

Depth drilled ft. Depth of completed well ft.

Formation: Describe color, texture, grain size and structure of materials; and show thickness and nature of each stratum and aquifer penetrated, with at least one entry for each change of formation. Report each change in position of Static Water Level and indicate principal water-bearing strata.

Table with columns: MATERIAL, From, To, SWL. Contains handwritten entries for well log data.

Work started 19 Completed 19 Date well drilling machine moved off of well 19

Drilling Machine Operator's Certification:

This well was constructed under my direct supervision. Materials used and information reported above are true to my best knowledge and belief.

[Signed] Date (Drilling Machine Operator)

Drilling Machine Operator's License No.

Water Well Contractor's Certification:

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

Name (Person, firm or corporation) (Type or print)

Address

[Signed] (Water Well Contractor)

Contractor's License No. Date

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Oregon Water Resources Department Land Use Information Form

THIS FORM IS NOT REQUIRED IF: 1) water is to be diverted, conveyed, and/or used only on federal lands; 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) only the place of use is proposed for change, b) there are no structural changes, c) the use of water is for irrigation, and d) the use is located in an irrigation district or exclusive farm-use zone.

Applicant Name: J.G. Simpson, Inc. (Jerry Simpson Pres.)
Mailing Address: 68732 Mill Rd.
City: Pendleton State: OR Zip: 97801 Day Phone: 541-278-0158

This application is related to a Measure 37 claim. Yes No

A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), or used. 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:
1N	32E	19	SE	5100	EFU	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	
						<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	

List all counties and cities where water is proposed to be diverted, conveyed, or used. Umatilla

B. Description of Proposed Use

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

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

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

Estimated quantity of water needed: 1.625 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: Well is already constructed. Mainline will be 3552.52' from well to center of center pivot. Total acres under irrigation will be 130 Ac.

Note to applicant: If the Land Use Information Form cannot be completed while you wait, please have a local government

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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 proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): 152.058

Land uses to be served by proposed water uses (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
		<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 Water Resources Department regarding this proposed use of water below, or on a separate sheet.

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Name: Richard H. Jennings Title: SP. Planner
 Signature: [Signature] Phone: 278-6249 Date: 10-1-08
 Government Entity: Umatilla County

Note to local government representative: Please complete this form or sign the receipt below and return it to the applicant. If you sign the receipt, you will have 30 days from the Water Resources Department's notice date to return the completed Land Use Information Form or WRD may presume the land use associated with the proposed use of water is compatible with local comprehensive plans.

FILED
 BY THE OFFICE OF THE CORPORATION
 COMMISSIONER OF THE STATE OF ORE.
MAY 16 1986
JANE EDWARDS
 CORPORATION COMMISSIONER

STATE OF OREGON
 DEPARTMENT OF COMMERCE
 CORPORATION DIVISION

Submit one original
 and one true copy
 Filing Fee (831.115) \$15.00
 Payment made by:
 Name Jerry Simpson
 Address Route 2, Box 109
Pendleton, OR 97801

Restated
Articles of Incorporation
 OF
 RICHARD SIMPSON, INC.

Pursuant to the provisions of ORS 57.385, these Restated Articles of Incorporation supersede the theretofore existing articles and amendments thereto.

ARTICLE I The name of this corporation is J. G. SIMPSON, INC.

and its duration shall be perpetual unless limited _____

ARTICLE II The purpose or purposes for which the corporation is organized are: to engage in any lawful activity for which private corporations may be organized under Oregon law.

ARTICLE III The aggregate number of shares which the corporation shall have authority to issue is:
 5,000 common no-par value

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 SALEM, OREGON

ARTICLE IV (Provisions for regulation of internal affairs of the corporation as may be appropriate)

Among the powers set out herein and those generally provided by law, the corporation shall have the right to purchase, take, receive or otherwise acquire, hold, own, pledge, transfer or otherwise dispose of its own shares, either directly or indirectly out of its earned surplus or out of its capital surplus.*
 These articles were adopted on _____ and at the time of adoption of the

(Date)

Restated Articles of Incorporation the amount of stated capital was:

*Any treasury stock may be issued, sold, or otherwise disposed of by the corporation from time to time to such persons or other legal entity and at such price as the board of directors of the corporation may determine.

1. Indicate total number of shares which, at time of adoption of the restated articles, were outstanding 5784; entitled to vote thereon 5784; voted for adoption 5784; voted against adoption 0

2. If the shares of any class were entitled to vote on such adoption as a class, designate the number of outstanding shares entitled to vote thereon and the number of shares of each such class voted for and against such adoption: NONE

Class	Number of Shares Outstanding and Entitled to Vote	Number of Shares Voted	
		For	Against

3. If the restated articles provide for an exchange, reclassification or cancellation of issued shares, and the manner in which the same shall be effected is not otherwise set forth herein, the exchange, reclassification or cancellation shall be effected as follows: Not applicable

4. If the restated articles effect a change in amount of stated capital, the amount of stated capital as changed is \$ _____ Change effected as follows: No change

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We, the undersigned officers, declare under the penalties of perjury that we have examined the foregoing and to the best of our knowledge and belief it is true, correct and complete.

Jerry Simpson
President
(Title of Officer)

and Colleen Simpson
Secretary/Treasurer
(Title of Officer)

Dated May 9, 1986

Handwritten mark

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SALEM, OREGON

STATE OF OREGON, COUNTY OF UMATILLA
I Thomas L. Groat, County Clerk, certify that this
instrument was received and recorded on 07-22-91
at 09:58 in the record of document code type DE-MISC

Location R208-0733
Document number 91-164217
Fee 10.00

Thomas L. Groat
Umatilla County Clerk

received by *Janice McNay* Deputy

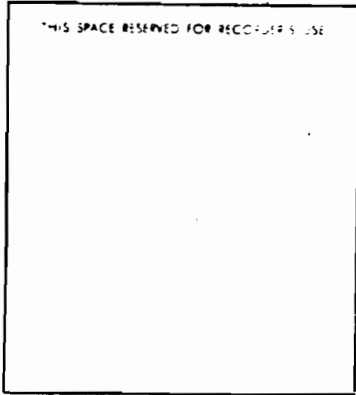
PIONEER TITLE CO.
100 S. E. COURT ST.
PELTON, OR 97801



PIONEER NATIONAL TITLE INSURANCE

A TICO COMPANY
Filed for Record at Request of

TO _____



FORM L-62 R

Deed and Purchaser's Assignment of Real Estate Contract

THE GRANTORS, RICHARD D. SIMPSON and MARGARET C. SIMPSON, husband and wife, in exchange for stock and securities, for value received----- do hereby convey and quit claim to:

RICHARD SIMPSON, INC., an Oregon corporation, the grantee,
the following described real estate, situated in the County of Umatilla
Oregon
State of Washington including any interest therein which grantor may hereafter acquire:

See Exhibit A attached hereto and made a part hereof.

and do hereby assign, transfer and set over to the grantee that certain real estate contract dated the 16th day of April, 1973, between Army H. Korvola and Louise A. Korvola, as seller and Richard D. Simpson and Margaret C. Simpson, husband and wife, as purchaser for the sale and purchase of the above described real estate. The grantee hereby assumes and agrees to fulfill the conditions of said real estate contract. Said real estate contract having an unpaid principal balance as of July 25, 1979, of \$99,670.00.
Dated this 25 day of July, 1979.

Richard Simpson (SEAL)
Margaret Simpson (SEAL)

STATE OF WASHINGTON, }
County of Spokane } ss.

On this day personally appeared before me Richard D. Simpson and Margaret C. Simpson to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

25 day of July, 1979:

Scott L. Simpson
Notary Public in and for the State of Washington,
residing at Spokane



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WATER RESOURCES DEPT.
SALEM, OREGON

EXHIBIT "A"

TRACT I:

The Southeast Quarter of Section 19; and the Southwest Quarter of Section 20; All of Section 30; all in Township 1 North, Range 32. All being East of the Willamette Meridian, in the County of Umatilla and State of Oregon.

500

TRACT II:

The Southwest Quarter of the Northeast Quarter, the Southwest Quarter, the West Half of the Southeast Quarter, the Southwest Quarter of the Northwest Quarter of Section 12; The West Half of the Northeast Quarter, the East Half of the Northwest Quarter of Section 13, Township 1 North, Range 31. All being East of the Willamette Meridian, in the County of Umatilla and State of Oregon.

1200

TRACT III:

The South Half of the South Half of Section 32; the Southwest Quarter of Section 33.

Also, commencing at a point 31 rods North of the Southwest Corner of the Southeast Quarter of said Section 33, at the North line of a public road crossing said Quarter section; thence North 129 rods to the North line of said Quarter section; thence at right angles East along the North line of said Quarter section 46 rods to the West line of said public road crossing said Quarter section; thence in a Southwesterly direction along the West line of said public road to the point of beginning. in Township 1 North, Range 31;

1200

TRACT IV:

The East Half of the West Half of Section 5 and the North Half of Section 8, in Township 1 South, Range 31, excepting therefrom, the following described tract of land:

Beginning at a point which is 3400 feet East of the West Quarter corner of Section 8, said point being on the line between the North Half and the South Half of said Section 8; running thence East along said East and West Quarter line a distance of 1873 feet to the East Quarter corner of Section 8; thence North along the East boundary line of Section 8, a distance of 1092 feet; thence South 49° 05' West, a distance of 825 feet; thence South 66° 09' West, a distance of 1361 feet to the point of beginning; All in Township 1 South, Range 31, East of the Willamette Meridian, in the County of Umatilla and State of Oregon. Excepting any and all water rights of way and roads.

500

Also the North Half of the North Half of the Northwest Quarter of Section 4 and the North Half of the South Half of the North Half of the Northwest Quarter of Section 4, in Township 1 South, Range 31.

700

The North Half of the North Half of the Northeast Quarter; the North Half of the South Half of the North Half of the Northeast Quarter, Section 5, Township 1 South, Range 31.

700

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

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SALEM, OREGON

CONTRACT

8-100165

348304

THIS AGREEMENT made this 16th day of April, 1973, as of March 22, 1973, by ARMY H. KORVOLA, sometimes known as Army Korvola, and LOUISE A. KORVOLA, sometimes known as Louise Korvola, as tenants in common, herein called Vendor, and RICHARD D. SIMPSON and MARGARET C. SIMPSON, husband and wife, as tenants in common and not as tenants by the entirety, hereinafter called Purchasers,

WITNESSETH:

Vendor agrees to sell to Purchasers and Purchasers agree to purchase that certain land and all improvements thereon situated in Umatilla County, State of Oregon, described in Exhibit A hereto attached and by reference made a part hereof as though fully set forth herein.

The within purchase includes the entire growing crop to be harvested in 1973, which harvesting and the care and maintenance of said crop is the sole responsibility of Purchasers herein.

The purchase includes all carpeting and built-ins in the residence upon the premises. The water softener in the basement is on lease and not included.

The parties agree that the dwelling house, sufficient area around said house for the use thereof, and its outbuildings, are the principal residence of Vendor herein and the dwelling within which Vendor actually lives. From the down payment herein, there is allocated to said dwelling and the area and outbuildings as above described the value of \$ 36,800 based upon an independent appraisal, for the reason that it is the intent of Vendor to acquire other residential property as a principal residence within the terms of Internal Revenue Code Section 1034, and within the times therein set forth to qualify for a non-taxable or non-recognizable capital gain.

In connection with said growing crop, it is the intent of Vendor and Purchasers that all government certificates, if any, relating to said crop shall be and are the property of Purchasers, and all necessary steps shall be taken to transfer the same to the Purchasers.

The rights of the Vendor in the unpaid balance of the purchase price shall be held as tenants in common without the right of survivorship.

Purchase Price and Terms. The purchase price for the property which

THIS CONTRACT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION

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Purchasers agree to pay shall be the sum of Three Hundred Forty Thousand and no/100 Dollars (\$340,000.00) payable as follows:

- a. The sum of \$10,000, which has previously been paid as earnest money.
- b. The sum of \$60,200 paid on or about March 30, 1973.
- c. The remaining balance of \$269,800 shall be paid without any acceleration, except as herein provided and except by the written consent of Vendor, with interest at the rate of 6% per annum on all deferred payments, it being agreed that there will be no interest or principal payments made in the calendar year of 1973, except such payments as have already been received. Annual payments shall be not less than \$20,000 and not more than \$40,000 per year, the amount between \$20,000 and \$40,000 being at the option of Purchasers, which said amounts include both principal and interest, with the interest to be first deducted before making credits to principal; the first annual payment shall be made on January 15, 1974, and shall continue on a like day of each succeeding year thereafter to and including January 15, 1988. Upon January 15, 1989, the full amount of principal and interest then remaining due shall be paid; provided however, that in the event the entire contract shall be paid in full prior to January 15, 1989, this provision shall not apply.
- d. All payments remaining on the contract shall be made to the United States National Bank at Pendleton, Oregon, in an escrow account and in which escrow shall be deposited a deed to said premises.

Interest. Interest on unpaid balances shall commence on March 22, 1973.

Taxes. All taxes levied upon the above described property after the current tax year of 1972-73 shall be paid by Purchasers as said taxes become due, and a copy of said tax receipt furnished without delay to Vendor to show payment of said taxes in full for each year subsequent thereto. The taxes shall be pro-rated as of March 22, 1973.

Insurance. Purchasers agree to keep the buildings on said premises insured against loss by fire or other casualty in an amount not less than \$ _____ with extended coverage and broad form, with a further provision that the insurance upon said improvements shall guarantee the replacement thereof and that the loss be payable to the parties hereto as their interests appear at the time of loss, with priority in payment to the Vendor. The Purchasers shall elect whether or not the improvements shall be replaced from said insurance proceeds and in the event that all the insurance proceeds shall not be expended to replace said improvements, then the overplus shall be applied upon the unpaid balance of the purchase price. In the event that the Purchasers shall elect not to replace said improvements, then any amount received by Vendor from said proceeds of insurance shall be applied upon the unpaid balance of the purchase price and shall reduce said balance accordingly. All uninsured losses shall be borne by Purchasers on and after the date Purchasers become entitled to possession.

Improvements, Alterations and Repairs. Purchasers agree that all improvements now located or which shall hereafter be placed upon the premises shall remain

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a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Vendor. Purchasers shall not commit or suffer any waste of the property, or any improvement thereon, or alterations thereof, and shall maintain the property and all improvements thereon and all alterations thereon in good condition and repair.

Title Insurance. Vendor shall furnish at their expense a Purchasers' title insurance policy in the amount of \$340,000 within twenty days from the date hereof insuring Purchasers against loss or damage sustained by them by reason of the unmarketability of Vendor's title, or liens or encumbrances thereon, excepting matters contained in usual printed exceptions in such title insurance policies, easements, conditions and restrictions of record and encumbrances herein specified, if any.

Covenant of Title. Vendor covenants that they are the owners of the above described property free of encumbrances.

Delivery of Deed. Upon payment of the entire purchase price for the property as provided herein and performance by Purchasers of all the terms, conditions and provisions hereof, Vendor shall forthwith execute and deliver to Purchasers a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as above provided and those placed upon the property or suffered by Purchasers subsequent to the date of this agreement.

Risk of Loss. The risk of loss from and after the date of this contract shall be borne exclusively by Purchasers herein.

Default Provisions. In the event that Purchasers shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, Vendor shall, at their option, subject to the requirements of notice as herein provided, have the following rights:

1. To foreclose this contract by strict foreclosure in equity.
2. To declare the full unpaid balance of the purchase price immediately due and payable.
3. To specifically enforce the terms of this agreement by suit in equity.
4. To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payment theretofore made upon said premises. Under this option, all of the right, title and interest of Purchasers shall revert and re-vest in Vendor without any act of re-entry or without any other

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act by Vendor to be performed, and Purchasers agree to peaceably surrender the premises to Vendor, or in default thereof, Purchasers may, at the option of Vendor, be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such.

Purchasers shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payments as provided for herein, until notice of said default has been given by Vendor to Purchasers and Purchasers shall have failed to remedy said default within thirty days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to Purchasers at P.O. Box 100, Edwall, Washington 99008, or at such other address as Purchasers may from time to time furnish Vendor, but said notice shall be promptly given within ten days of the time of change of address and shall be made by certified mail to the address of Vendor, which Vendor at all times shall make known to Purchasers.

Attorney Fees. In case litigation is instituted arising directly or indirectly out of this contract, including any appeal or appeals to any court therefrom or therein, the losing party shall pay to prevailing party their reasonable attorney fees.

Representations. Purchasers certify that this contract of purchase is accepted and executed on the basis of their own examination and personal knowledge of the premises and opinion of the value thereof; that no attempt has been made to influence their judgment; that no representations as to the condition or repair of said premises have been made by Vendor or by any agent of Vendor; that no agreement or promise to alter, repair, or improve said premises has been made by Vendor or by any agent of Vendors; and Purchasers take said property and the improvements thereon in the condition existing at the time of this agreement.

Waiver. Failure by Vendor at any time to require performance by Purchasers of any of the provisions hereof shall in no way affect Vendor's rights hereunder to enforce the same, nor shall any waiver by Vendor of any breach hereof be held to be a waiver of any succeeding breach, or a waiver of this non-waiver clause.

Assignments. Purchasers shall not assign this agreement, their rights thereunder, or in the property covered thereby, without the written consent of Vendor, it being the understanding of the parties that this inhibition shall include any sale of said contract,

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SALEM, OREGON

or any other transaction relating to said contract whereby the responsibility for the management and payment of said contract, or the occupancy of said premises, shall be changed in any particular from what the same now is, it being the intention of the parties that in no manner may any interest in said contract owned by the Purchasers be alienated, transferred or contracted for with any third person, except with the written consent of Vendor.

The parties agree that the Purchasers desire to lease said premises to Jerry S. Simpson and Clark H. Simpson and such leasing shall not be considered an assignment, but Purchasers accept full responsibility for the management and control of said premises under the terms of this contract.

Successor Interests. The covenants, conditions and terms of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors and assigns of the parties hereto; provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignment.

Warranty. The Purchasers warrant to and covenant with the Vendor that the real property described in this contract is primarily for Purchasers' personal, family and household purposes, and agricultural purposes.

Farming Practices. It is agreed that the main value of the within property consists of farm land and the Purchasers agree at all times to farm said land in a good and husbandlike manner using the best farming methods used in the area in which said land is situated and to follow a summerfallow system of farming as understood in the area, to at all times prevent the spread of noxious weeds of any kind whatsoever, and at all times farm the same so as to prevent any damage to Vendor by reason of improper farming. It is specifically understood that in conducting such farming operations, it is not necessary to comply with all government programs concerning said farming practices so long as the wheat allotment entitlement shall not be decreased in any manner.

Possession. Purchasers shall be entitled to possession of the living quarters on said premises on June 1, 1973, but shall be entitled to the rest of the premises as of March 22, 1973.

Special Provisions. Purchasers are the owners of said growing crop and are responsible for the removal of the crop from said premises and all risk, loss and hazard thereon, and shall take such steps as Purchasers deem necessary in the protection

4/24/73

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SALEM, OREGON

and management of said crop.

In addition to the growing of said crop, it shall be, and is, the responsibility of the Purchasers to create the summerfallow upon said premises. Vendor has agreed as an independent contractor or employee of Purchasers, to perform the services of creating said summerfallow upon an agreed schedule arrangement heretofore entered into between the parties on the basis of the work performed and the cost per unit of work performed by said parties.

Consideration. The true and actual consideration paid for this transfer in terms of dollars is \$340,000 which includes the crop aforesaid.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

VENDOR

Army H. Korvola
Army H. Korvola

Louise A. Korvola
Louise A. Korvola

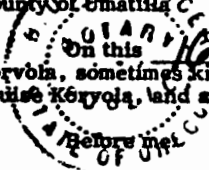
PURCHASERS

Richard D. Simpson
Richard D. Simpson

Margaret C. Simpson
Margaret C. Simpson

STATE OF OREGON)
County of Multnomah) ss

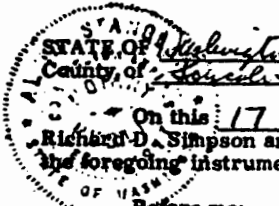
On this 17 day of April, 1973, personally appeared the above named Army H. Korvola, sometimes known as Army Korvola, and Louise A. Korvola, sometimes known as Louise Koryoja, and acknowledged the foregoing instrument to be their voluntary act.



R.D. Simpson
Notary Public for Oregon
My commission expires: 2/14/74

STATE OF WASHINGTON)
County of Franklin) ss

On this 17 day of April, 1973, personally appeared the above named Richard D. Simpson and Margaret C. Simpson, husband and wife, and acknowledged the foregoing instrument to be their voluntary act.



Alvin Stangland
Notary Public for Washington
My commission expires: 2/14/77

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SALEM, OREGON

4/27/73

EXHIBIT A

TRACT I:

The Southeast Quarter of Section 19; and the Southwest Quarter of Section 20; all of Section 20; all in Township 1 North, Range 31. All being East of the Willamette Meridian, in the County of Umatilla and State of Oregon.

TRACT II:

The Southwest Quarter of the Northeast Quarter, the Southwest Quarter, the West Half of the Southeast Quarter, the Southwest Quarter of the Northwest Quarter of Section 12; The West Half of the Northeast Quarter, the East Half of the Northwest Quarter of Section 13; The Northeast Quarter of Section 25, Township 1 North, Range 31, East of the Willamette Meridian, in the County of Umatilla and State of Oregon.

TRACT III:

The South Half of the South Half of Section 32; The Southwest Quarter of Section 33.

Also, commencing at a point 31 rods North of the Southwest Corner of the Southeast Quarter of said Section 33, at the North line of a public road crossing said Quarter section; thence North 129 rods to the North line of said Quarter section; thence at right angles East along the North line of said Quarter section 46 rods to the West line of said public road crossing said Quarter section; thence in a Southwesterly direction along the West line of said public road to the point of beginning.

in Township 1 North, Range 31;

TRACT IV:

The East Half of the West Half of Section 5 and the North Half of Section 8, in Township 1 South, Range 31, excepting therefrom, the following described tract of land:

Beginning at a point which is 2400 feet East of the West Quarter corner of Section 8, said point being on the line between the North Half and the South Half of said Section 8; running thence East along said East and West Quarter line a distance of 1873 feet to the East Quarter corner of Section 8; thence North along the East boundary line of Section 8, a distance of 1092 feet; thence South $49^{\circ} 05'$ East, a distance of 325 feet; thence South $60^{\circ} 09'$ West, a distance of 1361 feet to the point of beginning; All in Township 1 South, Range 31, East of the Willamette Meridian, in the County of Umatilla and State of Oregon. Excepting any and all water rights of way and roads.

Also the North Half of the North Half of the Northwest Quarter of Section 4 and the North Half of the South Half of the North Half of the Northwest Quarter of Section 4, in Township 1 South, Range 31.

The North Half of the North Half of the Northeast Quarter; The North Half of the South Half of the North Half of the Northeast Quarter, Section 5, Township 1 South, Range 31.

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

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SALEM, OREGON

ARMY H. KORVOLA, sometimes known as Army Korvola, and LOUISE A. KORVOLA, sometimes known as Louise Korvola, husband and wife, hereinafter called Grantors, convey to RICHARD D. SIMPSON and MARGARET C. SIMPSON, husband and wife, all that real property situated in Umatilla County, State of Oregon, described in Exhibit A hereto attached and by said reference made a part hereof as though fully set forth herein; and Grantors covenant that they are the owners of the within described property free of all encumbrances, except easements of record, and will warrant and defend the same against all persons who may lawfully claim the same, except as above mentioned.

The true and actual consideration for this transfer is \$340,000.

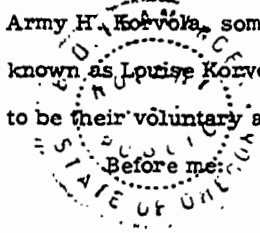
Dated this 16 day of April, 1973.

Army H. Korvola
Army H. Korvola

Louise A. Korvola
Louise A. Korvola

STATE OF OREGON)
County of Umatilla ss

On this 16 day of April, 1973, personally appeared the above named Army H. Korvola, sometimes known as Army Korvola, and Louise A. Korvola, sometimes known as Louise Korvola, husband and wife, and acknowledged the foregoing instrument to be their voluntary act.



Richard D. Simpson
Notary Public for Oregon

My commission expires: 2/1/74

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TRACT I:

The Southeast Quarter of Section 19; and the Southwest Quarter of Section 20; All of Section 30; all in Township 1 North, Range 32. All being East of the Willamette Meridian, in the County of Umatilla and State of Oregon.

TRACT II:

The Southwest Quarter of the Northeast Quarter, the Southwest Quarter, the West Half of the Southeast Quarter, the Southwest Quarter of the Northwest Quarter of Section 12; The West Half of the Northeast Quarter, the East Half of the Northwest Quarter of Section 13; The Northeast Quarter of Section 25, Township 1 North, Range 31, East of the Willamette Meridian, in the County of Umatilla and State of Oregon.

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Also, commencing at a point 31 rods North of the Southwest Corner of the Southeast Quarter of said Section 33, at the North line of a public road crossing said Quarter section; thence North 129 rods to the North line of said Quarter section; thence at right angles East along the North line of said Quarter section 46 rods to the West line of said public road crossing said Quarter section; thence in a Southwesterly direction along the West line of said public road to the point of beginning.

in Township 1 North, Range 31;

TRACT IV:

The East Half of the West Half of Section 5 and the North Half of Section 8, in Township 1 South, Range 31, excepting therefrom, the following described tract of land:

Beginning at a point which is 3400 feet East of the West Quarter corner of Section 8, said point being on the line between the North Half and the South Half of said Section 8; running thence East along said East and West Quarter line a distance of 1873 feet to the East Quarter corner of Section 8; thence North along the East boundary line of Section 8, a distance of 1092 feet; thence South 49° 05' West, a distance of 825 feet; thence South 65° 09' West, a distance of 1361 feet to the point of beginning; All in Township 1 South, Range 31, East of the Willamette Meridian, in the County of Umatilla and State of Oregon. Excepting any and all water rights of way and roads.

Also the North Half of the North Half of the Northwest Quarter of Section 4 and the North Half of the South Half of the North Half of the Northwest Quarter of Section 4, in Township 1 South, Range 31.

The North Half of the North Half of the Northeast Quarter; The North Half of the South Half of the North Half of the Northeast Quarter, Section 5, Township 1 South, Range 31.

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

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SALEM, OREGON

RECORDED ✓

TAXED ✓

WARRANTY DEED

R 88 PAGE 064

STATE OF OREGON, } ss
COUNTY OF UMATILLA, }

I, J. Dean Fouquette, Sr., County Clerk,
certify that this instrument was received and
recorded

ON JAN -4, 1982

at 2:00 o'clock P.M. in the record
of DEEDS of said County in
Book Page
R-88 62

J. DEAN FOUQUETTE, SR.
County Clerk

By *Betty Johnson* Deputy
8:00 No. 80666

Kathryn & O'Rourke
P.O. Box 490
Pendleton, Or 97801

~~E. B. ISAMINGER~~
~~ATTORNEY AT LAW~~
~~123 S.E. COURT AVENUE~~
~~PENDLETON, OREGON 97801~~

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DATE PERMIT FORM ISSUED: 10/11/08

ISSUED BY: Nal. [Signature]

FEE: 15.00 (Pd)

UMATILLA COUNTY DEPARTMENT OF PUBLIC WORKS
3920 WESTGATE
PENDLETON, OREGON 97801

PERMIT APPLICATION FORM
FOR
INSTALLATION OF UTILITIES ON COUNTY AND PUBLIC ROADS

I (We) JG Simpson Inc.
(Please Print or Type Names)

68732 Mill Rd Pendleton Or, (541) 278 0158,
(Address) (Telephone Number)

hereby respectfully request permission to access Umatilla County Road
No. 1374, Hoelt Road
(Road Name)

or Public Road _____ located
(Road Name)

in the SE 1/4 of Section 19, Township 1N, Range 32E
(1/4 Section)

E.W.M. with a Water Line and Electrical Line,
(Water Line, Gas Line, Electric Line, Telephone Line, etc.)

the location of which is more particularly described by the attached sketch (attach copy of assessor's map, available at Road Dept., with installation location shown and a plan of the proposed installation showing depths, trench widths, distances from existing edges of traveled roadway, etc.). I (We) agree to defend, indemnify and hold harmless Umatilla County and its officials and employees from all claims, liability and causes of action that arise from or relate in any way to my (our) installation of utilities on the county and public roads.

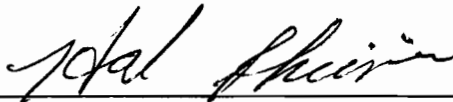
JG Simpson Inc
by [Signature]
Signature of Permittee

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SALEM, OREGON

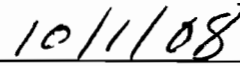
APPROVALS

(Section Foreman or Assistant Public Works Director)

(Date)



(Public Works Director)



(Date)

Permission is hereby granted by the Umatilla County Board of Commissioners, pursuant to Oregon Revised Statutes 375.305 to 374.325 to make the aforesaid installation in accordance with all specifications. The Permittee as indicated on Page 1 shall at all times be responsible and liable for any and all damages arising from or caused by this installation and this permit may be revoked at any time.

PERMISSION GRANTED THIS _____ DAY OF _____, _____.

UMATILLA COUNTY BOARD OF COMMISSIONERS

Chairman

Commissioner

Commissioner

**ATTEST:
OFFICE OF COUNTY RECORDS**

By: _____
Records Officer

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