



PRELIMINARY TITLE REPORT ATTACHED

Date: April 22, 2024 **File No.:** 851864

Property: 29752 Stanfield Meadows Road, Hermiston, OR 97838

Seller: Columbia Ag Holdings, LLC

Your contacts for this transaction are as follows:

Escrow Officer

Title Only

Title Officer

Jeremy Parker
109 SW Court Avenue
Pendleton, OR 97801
jparker@pioneertitleco.com
(541) 276-4431



Pioneer Title Company of Umatilla County

109 SW Court Avenue
Pendleton, OR 97801
Phone (541) 276-5114
Fax (541) 276-0484

115 E Highland Avenue, Ste A
Hermiston, OR 97838
Phone (541) 567-9743
Fax (541) 567-7307

Order No. 851864
Title Officer: Jeremy Parker
Escrow Officer: Title Only

PRELIMINARY REPORT FOR TITLE INSURANCE

Property Address: 29752 Stanfield Meadows Road, Hermiston, OR 97838

<u>Policy or Policies to be issued:</u>	<u>Liability</u>	<u>Premium</u>
(a) 2021 ALTA Owner's Policy - 2021 Standard	\$TBD	\$TBD
Endorsements: [OTIRO 110] Domestic Partner \$0.00		\$0.00

Proposed Insured: TBD

We are prepared to issue a title insurance policy or policies of First American Title Insurance Company in the form and amount shown above, insuring the title to the land described herein:

See attached Exhibit "A"

And as of April 9, 2024 at 7:00AM, title is vested in:

Columbia Ag Holdings, LLC
an Oregon limited liability company

The estate or interest in the land described or referred to in this Preliminary Title Report and covered herein is:

as to a fee simple interest

Subject to the exceptions, exclusions and stipulations which are ordinarily part of such Policy form and the following:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records, proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvement located on adjoining land onto the subject land) encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law, and not shown by the public records.

Exceptions 1 through 5 above apply to Standard Coverage Policies and may be modified or eliminated on an Extended Coverage Policy.

SPECIAL EXCEPTIONS:

NOTE I: 2023-2024 Taxes, \$2,439.91, paid in full.
Code: 8-3, Map No.: 4N-28-33B, Tax Lot 200, Serial No.: 122369

1. As disclosed by the tax rolls the premises herein described have been zoned or classified for special use. At any time that said land is disqualified for such use said property will be subject to additional taxes and interest.

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

2. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
3. The premises herein described are within the boundaries of the Westland Irrigation District, and this property is therefore subject to all easements, canals, ditches, levies and assessments thereof.
4. Water charges of the Westland Irrigation District, if any.
5. Mineral Reservations, including the terms and provisions thereof, contained in Deed,
Grantor : Northern Pacific Railway Company
Recorded : June 22, 1906
Reference : Book 49, Page 408
6. Easement, including the terms and provisions thereof,
Grantee : Umatilla Electric Cooperative Association
Recorded : April 14, 1938
Reference : Book 120, Page 513
7. Any documents executed by Columbia Ag Holdings, LLC should be executed pursuant to their operating agreement. A copy of which must be submitted to this office for examination.

This report is for the exclusive use of the parties herein shown and is preliminary to the issuance of a title insurance policy and shall become null and void unless a policy is issued and the full premium is paid.

THANK YOU FOR USING PIONEER TITLE COMPANY

Exhibit A

A tract of land located in the Northwest Quarter of Section 33, Township 4 North, Range 28, East of the Willamette Meridian, Umatilla County, Oregon, described as commencing at the Northeast corner of the East Half of the Northwest Quarter of the Northwest Quarter of said Section 33; thence South 00°37'06" East along the East line of the East Half of the Northwest Quarter of the Northwest Quarter of said Section 33, a distance of 220.01 feet to the South line of the North 220 feet of the East Half of the Northwest Quarter of the Northwest Quarter of said Section 33 and the True Point of Beginning for this description; thence South 00°37'06" East, a distance of 361.16 feet; thence South 89°46'41" West and parallel with the North line of the East Half of the Northwest Quarter of the Northwest Quarter of said Section 33, a distance of 252.17 feet to the center of an existing irrigation ditch; thence North 01°02'51" West along the center of said irrigation ditch, a distance of 361.18 feet to the South line of the North 220 feet of the East Half of the Northwest Quarter of the Northwest Quarter of said Section 33; thence North 89°46'41" East, a distance of 254.88 feet to the true point of beginning;

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

PIONEER TITLE COMPANY OF UMATILLA COUNTY

PRIVACY POLICY

WE ARE COMMITTED TO SAFEGUARDING CUSTOMER INFORMATION

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information, particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

APPLICABILITY. This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

TYPES OF INFORMATION. Depending upon which our services you are utilizing, the types of nonpublic personal information that we may collect include:

- A. Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- B. Information about your transactions with us, our affiliated companies, or others; and
- C. Information we receive from a consumer reporting agency.

USE OF INFORMATION. We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.

Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for use to provide the product or service you have requested to use; or (2) as permitted by law. We may however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purposes, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

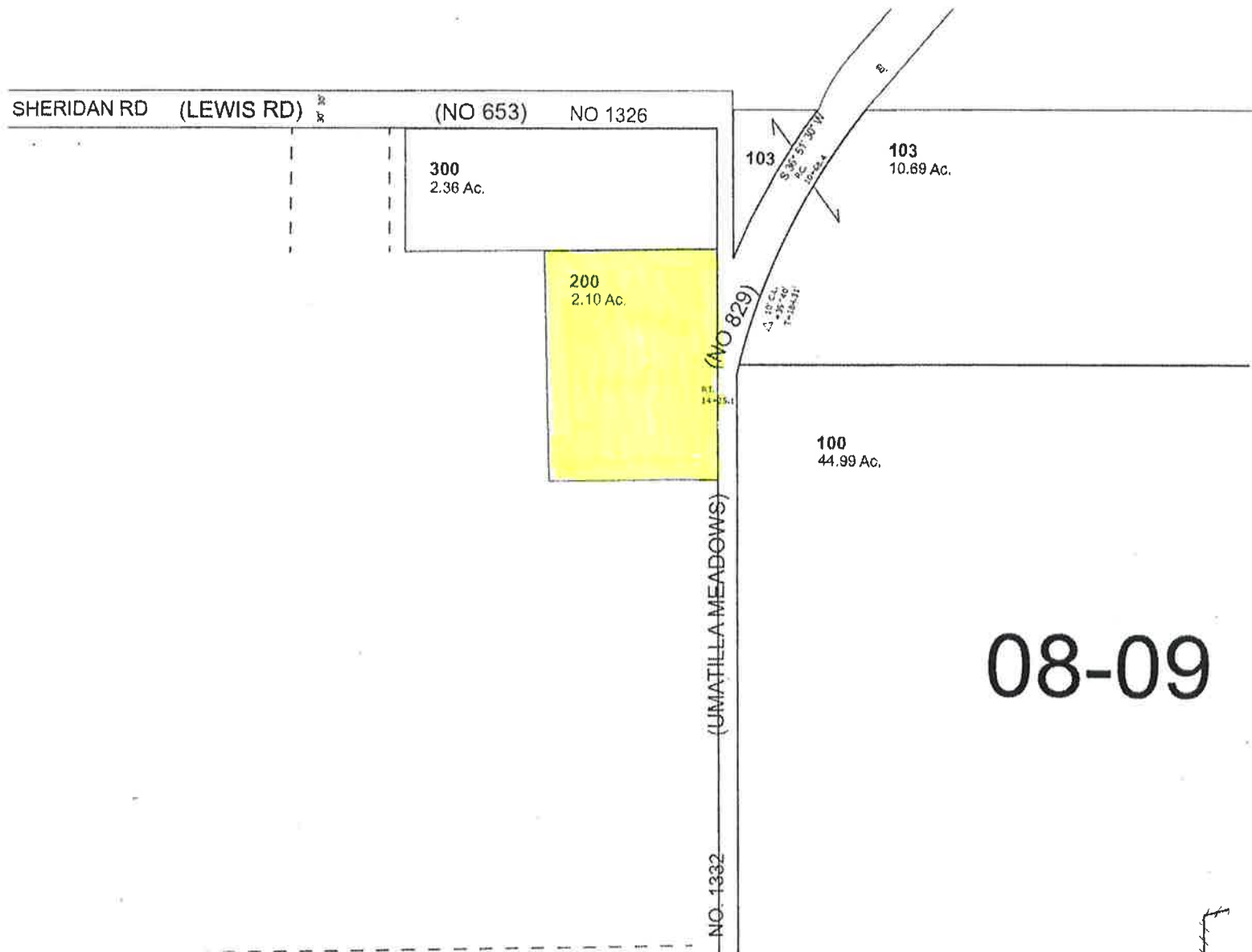
FORMER CUSTOMERS. Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

CONFIDENTIALITY AND SECURITY. We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Pioneer Title Company

THIS MAP IS NOT A SURVEY AND DOES NOT SHOW THE LOCATION OF ANY IMPROVEMENTS AND IS PROVIDED FOR IDENTIFICATION OF THE LANDS ONLY AND THIS COMPANY ACCEPTS NO LIABILITY FOR THE ACCURACY OF BOUNDARY LINES, EASEMENTS, ROAD OR OTHER MATTERS SHOWN THEREON.

MAP NO. 4N-28-33-B



After recording return to grantee herein.
Until a change is requested send all tax
statements to grantee herein.

GRANTEE'S NAME AND ADDRESS:
COLUMBIA AG HOLDINGS, LLC. an Oregon
limited liability company
55805 HWY 74
HEPPNER, OR 97836

GRANTOR'S NAME AND ADDRESS:
Frank N. Mueller, Trustee of the FRANK N.
MUELLER TRUST UTA dated August 3, 2018
13305 94TH AVE E., APT 424
PUYALLUP, WA 98373

Slate of Oregon County of Umatilla	
Instrument received and recorded on 01/18/2022 03:58:00 PM	
in the record of instrument code type DE	
Instrument number 2022-7350166	\$126.00
Office of County Records	
 Records Officer P7	

WARRANTY DEED -- STATUTORY FORM

(INDIVIDUAL or CORPORATION)

Frank N. Mueller, Trustee of the FRANK N. MUELLER TRUST UTA dated August 3, 2018, Trustee FRANK N. MUELLER Grantor, conveys and warrants to: COLUMBIA AG HOLDINGS, LLC. an Oregon limited liability company, Grantee, the following described real property free of encumbrances except as specifically set forth herein:

SEE ATTACHED LEGAL DESCRIPTION

Encumbrances: Note and Deed of Trust
See exhibit A for permitted exceptions


The true consideration for this conveyance is \$3,600,000.00 . However, if the actual consideration consists of or includes other property or other value given or promised, such other property or value is the whole/part of the consideration.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 (Definitions for ORS 92.010 to 92.192) OR 215.010 (Definitions), TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930 (Definitions for ORS 30.930 to 30.947), AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

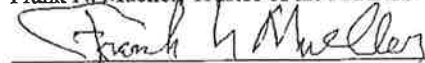
If grantor is a corporation, this has been signed by authority of the Board of Directors.

Dated this 14 day of Jan, 2022.

GRANTOR(S):



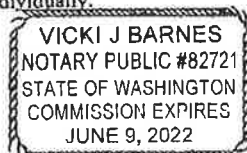
Frank N. Mueller, Trustee of the FRANK N. MUELLER TRUST UTA dated August 3, 2018

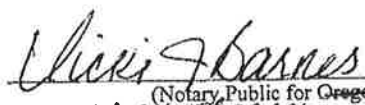


FRANK N. MUELLER

State of Washington
County of Pierce

This instrument was acknowledged before me on Jan. 14, 2022 by Frank N. Mueller, Trustee of the FRANK N. MUELLER TRUST UTA dated August 3, 2018 and FRANK N. MUELLER individually.




(Notary Public for Oregon) Washington
My commission expires 06-09-22

PIONEER TITLE CO. 123671
109 SW COURT, PEND. OR 97801

EXHIBIT A

Legal Description:

Tract 1

Parcel "A"

Township 3 North, Range 28, E.W.M.

Section 8: Southeast Quarter of the Northwest Quarter,
Northeast Quarter of the Southwest Quarter.

Section 8: All that portion of the Southwest Quarter of the Northeast Quarter
which lies Westerly of the right-of-way of the centerline of the
Westland Canal.

Excepting therefrom that tract of land conveyed to Hinkle Ditch Company by Deed
recorded in Book 55, Page 284, Deed Records.

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

Parcel "B"

Township 3 North, Range 28, E.W.M.

Section 8: All that portion of the Northwest Quarter of the Southeast Quarter
which lies Northerly and Westerly of the right-of-way of the
centerline of the Westland Canal.

Excepting therefrom that tract of land conveyed to Hinkle Ditch
Company by Deed recorded in Book 55, Page 284, Deed Records.

Section 8: Together with an easement for roadway, utility, ingress and egress
purposes over a strip of land 30 feet in width located in the
Northeast Quarter of said Section 8 and the centerline of said
easement is being described as beginning at a point on the West
right-of-way line of State Highway No. 207 at the center of an
existing roadway which lies 1,083 feet Southerly from the North
line of the South Half of the Northeast Quarter of said Section 8;
thence North 89°58' West along said roadway, a distance of 529.20
feet; thence North 85°37' West and continuing along said roadway,
a distance of 243.50 feet; thence North 64°59' West and continuing
along said roadway, a distance of 200.70 feet to the center of a 16
foot by 23 foot wooden bridge over the Westland Canal and the
terminus point for this centerline description.

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

Tract 2

Township 4 North, Range 28, E.W.M.

Section 28: All that portion of the South Half of the Southwest Quarter which
lies Southerly of the Umatilla River and Southerly and Easterly of
County Road No. 629.

Excepting therefrom any portion lying within the County Road and Highway
right-of-ways.

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

Tract 3

Township 4 North, Range 28, E.W.M.

Section 28: All that portion of the South Half of the Southwest Quarter which lies Southerly of the Umatilla River and Southerly and Easterly of the centerline of Butter Creek.

Excepting therefrom all that portion of the South Half of the Southwest Quarter which lies Southerly of the Umatilla River and Southerly and Easterly of County Road No. 629.

Section 29: All that portion of the South Half of the Southeast Quarter which lies Southerly of the Umatilla River and Southerly and Easterly of the centerline of Butter Creek.

Excepting therefrom any portion lying within the County Road and Highway right-of-ways.

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

Tract 4

Township 4 North, Range 28, E.W.M.

Section 32: All that portion of the West Half of the Northeast Quarter which lies Easterly of the centerline of Butter Creek.

Excepting therefrom any portion lying within the County Road and Highway right-of-ways.

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

Tract 5

Township 4 North, Range 28, E.W.M.

Section 32: East Half of the Southwest Quarter.
West Half of the Southwest Quarter of the Southeast Quarter.

Section 32: All that portion of the West Half of the Northwest Quarter of the Southeast Quarter, being described as beginning at the center of said Section 32; thence Easterly along the East-West centerline of said Section 32, a distance of 60 feet; thence South 22°11' East, a distance of 728.43 feet; thence South 38°51' East, a distance of 518 feet to the East line of the West Half of the Northwest Quarter of the Southeast Quarter of said Section 32; thence Southerly along the East line of the West Half of the Northwest Quarter of the Southeast Quarter of said Section 32, a distance of 242.04 feet to the North line of the Southwest Quarter of the Southeast Quarter of said Section 32; thence Westerly along said North line, a distance of 660 feet to the North-South centerline of said Section 32; thence Northerly along said centerline, a distance of 1,320 feet to the center of said Section 32 and the point of beginning.

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

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

Tract 6

Township 4 North, Range 28, E.W.M.

Section 33: All that portion of the Northwest Quarter of the Northeast Quarter which lies Southerly of the Umatilla River (as said river ran on December 16, 1933).

Excepting therefrom any portion lying within the Highway right-of-way, including but not limited to that tract of land conveyed to the State of Oregon, by and through its Department of Transportation by Deed recorded in Instrument No. 2013-6100623, Office of Umatilla County Records.

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

Tract 7

Township 4 North, Range 28, E.W.M.

Section 33: Southwest Quarter of the Northeast Quarter.

Excepting therefrom any portion lying within the Highway right-of-way, including but not limited to that tract of land conveyed to the State of Oregon, by and through its Department of Transportation by Deed recorded in Instrument No. 2013-6100623, Office of Umatilla County Records.

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

Tract 8

Township 4 North, Range 28, E.W.M.

Section 33: East Half of the Northwest Quarter.

Excepting therefrom that tract of land conveyed to Wesley A. Walker, etux, by Deed recorded in Microfilm Reel 224, Page 1451, Office of Umatilla County Records.

Excepting therefrom that tract of land conveyed to Harold J. Pliska, etal, by Deed recorded in Instrument No. 2002-4150186, Office of Umatilla County Records.

Excepting therefrom any portion lying within the Highway right-of-way, including but not limited to that tract of land conveyed to the State of Oregon, by and through its Department of Transportation by Deed recorded in Instrument No. 2013-6100623, Office of Umatilla County Records.

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

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

Tract 9

Township 4 North, Range 28, E.W.M.

Section 33: East Half of the Northwest Quarter of the Northwest Quarter.

Excepting therefrom the North 220 feet thereof.

Section 33: North Half of the Southwest Quarter of the Northwest Quarter.

Section 33: A tract of land being described as beginning at the Southeast corner of the West Half of the Northwest Quarter of the Northwest Quarter of said Section 33; thence Northerly, a distance of 312 feet; thence Westerly, a distance of 208 feet; thence Southerly, a distance of 312 feet to the South line of the West Half of the Northwest Quarter of the Northwest Quarter of said Section 33; thence Easterly to the point of beginning.

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

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

Subject to the following permitted exceptions:

1. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
2. The premises herein described are within the boundaries of the Westland Irrigation District and this property is therefore subject to all easements, canals, ditches, levies and assessments thereof.
3. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the mean high water mark of the Umatilla River and any adverse claim based upon the assertion that some portion of said lands have been removed from or brought within the boundaries thereof by an avulsive movement of the Umatilla River or has been formed by the process of accretion or reliction or has been created by artificial means or has accreted to such portion so created.
(Tracts 2, 3 & 6)
4. Any adverse claim based upon the assertion that some portion of said lands have been removed from or brought within the boundaries thereof by an avulsive movement of Butter Creek or has been formed by the process of accretion or reliction or has been created by artificial means or has accreted to such portion so created. (Tracts 3 & 4)
5. Any adverse claim based upon the assertion that some portion of said lands have been removed from or brought within the boundaries thereof by an avulsive movement of the Westland Canal or has been formed by the process of accretion or reliction or has been created by artificial means or has accreted to such portion so created. (Tract 1)
6. Mineral Reservations, including the terms and provisions thereof, contained in Deed,
Grantor : Northern Pacific Railway Company
Recorded : July 7, 1901, Book 36, Page 275, Deed Records. (Tract 7)
7. Mineral Reservations, including the terms and provisions thereof, contained in Deed,
Grantor : Northern Pacific Railway Company
Recorded : June 22, 1906, Book 49, Page 408, Deed Records. (Tracts 8 & 9)
8. Water Agreement, including the terms and provisions thereof,
First Party : Hinkle Ditch Company
Second Party : Peter Sheridan
Recorded : April 3, 1908, Book 56, Page 468, Deed Records. (Tract 5)
9. Water Agreement, including the terms and provisions thereof,

- First Party : Western Land and Irrigation Company
Second Party : Joseph T. Hinkle
Recorded : August 20, 1910, Book 68, Page 374, Deed Records. (Tract 5)
10. Easement, including the terms and provisions thereof,
Grantee : Umatilla Electric Cooperative Association
Recorded : April 12, 1938, Book 120, Page 497, Deed Records. (Tracts 2 & 3)
 11. Easement, including the terms and provisions thereof,
Grantee : Umatilla Electric Cooperative Association
Recorded : April 14, 1938, Book 120, Page 513, Deed Records. (Tract 9)
 12. Easement, including the terms and provisions thereof,
Grantee : Umatilla Electric Cooperative Association
Recorded : July 3, 1939, Book 120, Page 589, Deed Records. (Tract 5)
 13. Easement, including the terms and provisions thereof,
Grantee : Hermiston Light & Power Company
Recorded : September 6, 1929, Book 138, Page 289, Deed Records.
(Tracts 2, 3, 6 & 7)
 14. Easement, including the terms and provisions thereof,
Grantee : Umatilla Electric Cooperative Association
Recorded : May 3, 1946, Book 170, Page 593, Deed Records. (Tract 1)
 15. Easement, including the terms and provisions thereof,
Grantee : Umatilla Electric Cooperative Association
Recorded : December 28, 1959, Book 256, Page 707, Deed Records. (Tract 5)
 15. Easement, including the terms and provisions thereof,
Grantee : Pacific Gas Transmission Company
Recorded : September 20, 1960, Book 260, Page 216 and
Recorded : November 7, 1961, Book 265, Page 405, Deed Records. (Tract 1)
 17. Easement, including the terms and provisions thereof,
Grantee : Umatilla Electric Cooperative Association
Recorded : August 23, 1968, Book 296, Page 265, Deed Records. (Tract 4)
 18. Access Restrictions, including the terms and provisions thereof, contained
in Final Judgment,
Plaintiff : State of Oregon, by and through its State Highway Commission
Defendant : Rose Mueller, et al
Filed : December 13, 1966, Equity Case No. 9180 in the State Circuit
Court for Umatilla County, Oregon. (Tracts 3 & 4)
 19. Terms and provisions contained under easement for roadway, utility,
Ingress and egress purposes, reserved in Deed,
Grantor : Woodrow Walker, et ux
Recorded : February 12, 1985, Microfilm Reel 122, Page 617, Office of
Umatilla County Records. (Tract 1)
 20. Easement for water transportation purposes, including the terms and
provisions thereof, reserved in Deed,
Grantor : Woodrow Walker, et ux
Recorded : October 29, 2009, Instrument No. 2009-5580324, Office of
Umatilla County Records. (Tract 8)
 21. Access Rights and Easements, including the terms and provisions thereof,
Grantee : State of Oregon, by and through its Department of
Transportation
Recorded : September 27, 2013, Instrument No. 2013-6100419, Office of
Umatilla County Records. (Tract 2)

22. Access Restrictions, including the terms and provisions thereof, contained in Deed,
Grantee : State of Oregon, by and through its Department of Transportation
Recorded : October 3, 2013, Instrument No. 2013-6100623, Office of Umatilla County Records. (Tracts 6, 7 & 8)
23. Pipeline Easement with Covenants, including the terms and provisions thereof,
Grantee : Snack Alliance, Inc.
Recorded : August 18, 2014, Instrument No. 2014-6190839, Office of Umatilla County Records. (Tracts 2, 3 & 4)