Carbon Development Agreement
between
OREGON CLIMATE TRUST
and
HOOD RIVER COUNTY

This Carbon Development Agreement (this "**Agreement**"), dated as of _____, 2023 (the "**Effective Date**"), is by and between Oregon Climate Trust, a nonprofit corporation organized and existing under the laws of the State of Oregon with its principal offices at 80 SE Madison St., Suite 420, Portland, OR 97214 (the "**Project Developer**") and Hood River County, a home rule county and political subdivision of Oregon, with offices located at 601 State Street, Hood River, Oregon (the "**Landowner**"). Project Developer and Landowner are each individually referred to herein as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Landowner is the owner of the Property;

WHEREAS, Project Developer provides services relating to development of carbon offset projects;

WHEREAS, Landowner desires to develop and operate a project to generate Offsets and desires to retain Project Developer to provide the services described herein to develop the Project and generate and sell Offsets during the Contract Term upon the terms and conditions hereinafter set forth; and

WHEREAS, Project Developer is willing to perform such services upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. <u>Definitions, Interpretation, and Term</u>
    a. Capitalized terms shall have the meanings assigned to them in this Agreement.
    b. The following interpretive provisions apply to this Agreement.
        i. Reference to any law, statute or regulation includes any amendment or modification to, consolidation, reenactment or replacement of such law, statute or regulation, except for the Methodology, which shall be the Methodology in effect at the time of Listing of the Project with the Program.
        ii. References in the singular include the plural and vice versa, pronouns having masculine or feminine gender include the other, and words denoting persons include natural persons, partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities, whether or not having separate legal personality. Other

grammatical forms of defined words or phrases have corresponding meanings.

iii. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole.

iv. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. Each Exhibit and Schedule referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

c. This Agreement shall remain in force from the Effective Date until all obligations under this Agreement are fulfilled (the "**Contract Term**"), unless terminated earlier in accordance with its terms, with the understanding that the Contract Term is intended to cover the initial ten (10) calendar years of the Project but related obligations of the Parties may not be fulfilled until following expiration of such ten (10) calendar years. Upon termination, the respective rights and obligations of the Parties in Sections 5 (Intellectual Property Rights), 6 (Confidential Information), 7 (Representations and Warranties), 8 (Deductions, Reversal and Early Project Termination), 9 (Indemnification), 10 (Limitation of Liability), 14(i) (No Third Party Beneficiaries), and 14(l) (Governing Law) will survive. Upon expiration of the Contract Term, Landowner's obligations under Section 3(i) with regard to Project management shall survive for the Project Term.

d. General Project Terms and Definitions:

Project:	Hood River Tree Farm
Landowner:	Hood River County
Project Developer:	Oregon Climate Trust
Project Location:	Hood River County, on the Property respectively described and depicted in the legal description and associated map collectively attached hereto as **Exhibit A**
Program:	American Carbon Registry
Registry:	American Carbon Registry

Standard:	The American Carbon Registry Standard: Requirements and Specifications for the Quantification, Monitoring, Reporting, Verification, and Registration of Project-Based GHG Emissions Reductions and Removals, Version 7.0 (December 2020)
Methodology:	Improved Forest Management in Non-Federal U.S. Forestlands, Version 2.0 (July 2022), including the accompanying Erratum & Clarifications, as the same may be updated by the Registry and made applicable to the Project from time to time during the Contract Term
Offset Type:	ACR Emission Reduction Ton/ERT
Reporting Periods subject to this Agreement:	As many Reporting Periods as are required or acceptable under the Standard and Methodology to cover the initial ten (10) calendar years of the Project, it being understood by Landowner and Project Developer that there may be less than ten (10) Reporting Periods required to cover those ten (10) calendar years
Crediting Period:	20 years
Project Term:	40 years

2. Project Developer's Obligations. The Project Developer shall:
    a. Provide the following services relating to Project development during the Contract Term (collectively, the "**Services**"):
        i. Prepare and submit documentation necessary to register Project Offsets and maintain the Project, including Project Listing documentation and annual reports for Reporting Periods subject to this Agreement, provided that at least fourteen (14) days prior to submission by Project Developer to the Program of the GHG Plan for the Project and the initial submission form, Project Developer shall provide Landowner opportunity to review and comment on such documentation. Project Developer also agrees to share with Landowner copies of all final annual monitoring reports submitted to the Program in connection with the Project once submitted,

with the understanding that the Parties will work collaboratively to prepare such annual monitoring reports, so Landowner will not require any rights to comment on the finalized annual monitoring reports in addition to comments it may make during the collaborative preparation process. Project Developer may engage Contractors to perform the foregoing;

ii. Contract with Validation/Verification Bodies and cause and manage Verification for each Reporting Period in accordance with the Standard and Methodology, including:
    1. Initial Verification and subsequent Verifications for each Reporting Period; and
    2. As long as the schedule of Verification meets the requirements of the Standard, Project Developer shall have sole discretion over when and whether Verification and issuance of Project Offsets occurs;

iii. Work directly with Registry, Validation/Verification Bodies and other stakeholders to resolve any potential non-conformities of the Project;

iv. Provide commercially reasonable assistance with Landowner's Property management responsibilities, in the form of advice and counsel regarding the rules and requirements of the Methodology, to ensure Landowner's ongoing compliance with the Methodology; provided, however, that all Property management responsibilities shall be at Landowner's sole responsibility and risk, Landowner shall engage in such management responsibilities in full compliance with Applicable Law and the Standard and Methodology, and Project Developer shall have no liability for any such advice and counsel it provides to Landowner in the absence of any gross negligence or willful misconduct on the part of Project Developer;

v. Provide commercially reasonable assistance, upon request by Landowner, relating to any Reversal that occurs during Reporting Periods covered by this Agreement, provided that Landowner shall pay Third-Party Expenses and Project Developer's reasonable internal costs relating to the Reversal;

vi. Maintain all records required to be maintained by a Project Developer and for such time periods as are required by the Standard and Methodology and all Applicable Law;

vii. Make Buffer Contributions as required by the Standard and Methodology;

viii. During the Contract Term, work with Landowner to build capacity for managing the Project in accordance with the Standard and Methodology so that Landowner may take over Project responsibilities at the end of the Contract Term;

ix. At the end of the Contract Term, set up a Registry account for Landowner and transfer the Project to Landowner's account, assign to Landowner all existing ERPAs relating to the purchase and sale of Project Offsets to third parties (as applicable), assist Landowner in securing service providers for

Landowner's ongoing Project obligations and cooperate in providing Landowner and its service providers with all information, documentation, data and training required for Landowner to take over Project operations. Project Developer's obligations under this Section 2(a)(ix) shall survive expiration of the Contract Term until complete; and

b. Pay for Third-Party Expenses at the time they are incurred, which such Third-Party Expenses shall be reimbursed to Project Developer out of proceeds received from sales of Project Offsets as further provided in Section 4(e); and

c. Make commercially reasonable efforts to sell all available Project Offsets and pay Landowner, in each case according to Section 4 of this Agreement. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, and for the avoidance of doubt, the Parties agree and acknowledge that Project Developer shall not sell Project Offsets for less than Nine and 75/100 U.S. Dollars ($9.75) per Project Offset, unless Landowner provides written consent to a sale at a lower price. Additionally, Project Developer shall make commercially reasonable efforts to pre-sell to one or more third party purchasers no less than a third (1/3) of the Project Offsets to be generated during the first three (3) Reporting Periods of the Project.

3. Landowner's Obligations. Landowner shall:

a. During the Contract Term, maintain and operate the Property in material compliance with all Applicable Law and the Methodology, promptly notify Project Developer upon becoming aware of the occurrence of any violation or imminent violation of Applicable Law, and in the event of any violation, work with the appropriate Governmental Authority to address and remedy any such violation;

b. Cooperate in a commercially reasonable manner with Project Developer and Validation/Verification Bodies in matters relating to the Services;

c. Provide or secure (as applicable) for Project Developer and its Contractors reasonable access to the Property and any other necessary portions of other Landowner or third-party property holdings for the purpose of providing the Services, including facilitating any necessary short-term access over any adjacent third-party lands to the extent Landowner is commercially reasonably able to do so, it being agreed upon and understood by Landowner that Project Developer may need access to the entirety of the Property to (among other things) perform inventory plot activities necessary to perform the Services and effectuate Verification throughout the Contract Term;

d. Provide access to all information and documents reasonably requested by Project Developer as needed for Project Developer to perform the Services and develop and manage the Project during the Contract Term. All such documents shall be deemed "**Documentation**";

e. Execute such documentation as is required for Project Developer to provide the Services;

f. Take any actions that may be required to transfer Project Offsets to any third-party

buyer as necessary;

g. Except for those existing encumbrances set forth on **Schedule 1** attached hereto, maintain the Property free and clear of any encumbrances, liens or easements that will reduce the Project's estimated carbon sequestration capacity for any given Reporting Period, with such estimation having been provided to the Validation/Verification Body in advance. For the sake of clarity, routine encumbrances, liens or easements entered into in the normal course of Landowner operations that do not materially reduce the Project's estimated carbon sequestration capacity for any given Reporting Period are not subject to this Section 3(g), provided, for the avoidance of doubt, that Landowner shall be solely responsible under the terms of Section 8(b)(ii) below and the Standard and Methodology for any Intentional Reversal caused by the execution of any such encumbrances, liens or easements;

h. Maintain records relating to the Project as applicable to a landowner/facility owner as required by the Program;

i. After the Contract Term, perform on-going Project monitoring, reporting and Verification during the Project Term as required by the Standard and Methodology;

j. Manage the Property in accordance with all forest management and silvicultural requirements pursuant to the Methodology, with the advice and counsel of Project Developer on such requirements during the Contract Term (subject to the terms of Section 2(a)(iv) above), in such a manner that it will not reduce carbon sequestered by the Project over any consecutive three year period, and immediately disclose to Project Developer any event that reduces sequestered carbon, provided that Landowner and Project Developer agree and acknowledge that (i) at all times throughout the Project Term, Landowner shall be able to harvest timber volumes so long as such harvests do not reduce carbon stocking over any consecutive three year period (in addition to any Salvage timber harvest), and (ii) to the extent Landowner's harvests during the Contract Term may still cause a Reversal in any particular future year(s), Project Developer, in its commercially reasonable discretion, may retain an appropriate amount of Project Offsets in the Registry account for the Project to cover the anticipated reduction in payments to Project Developer under Section 4(e) of this Agreement resulting from the reduction in Offsets that likely would have been created in the absence of such Reversals. If the Landowner's harvests do not cause Reversals, or if the Project Developer retains more Offsets than is needed to cover the anticipated reduction in payments to Project Developer under Section 4(e) of this Agreement, then all excess Project Offsets retained by Project Developer under this Section 3(j)(ii) shall be released from such retention and the rights of Project Developer and Landowner with regard to such previously retained Project Offsets shall thereafter be governed again by the other terms and conditions terms of this Agreement;

k. Disclose to Project Developer in writing and mitigate as soon as reasonably possible any adverse environmental or community impacts which impede,

threaten or restrict the development, construction, operation, maintenance or continuing viability or vitality of the Project; and

l. Make best efforts to assist Project Developer in addressing and responding to any comments received from stakeholders regarding environmental or community impacts during the development, construction, operation and/or maintenance of the Project.

4. Sale of Project Offsets; Payment.

a. Project Developer shall have sole discretion over marketing and sales of project and shall prepare all marketing materials for the Project, provided that at least 14 days prior to use of such marketing materials, Project Developer shall give Landowner the opportunity to review and comment on such materials.

b. Project Developer shall make commercially reasonable efforts to market and arrange for the sale of all available Project Offsets, including making commercially reasonable efforts to enter an emission reduction purchase agreement or agreements with one or more third-party buyers (each, an "**ERPA**"), provided that each ERPA to extend beyond the Contract Term must be automatically assignable to Landowner at the end of the Contract Term without additional consent from such third-party buyer.

c. Project Developer may aggregate and market Project Offsets with offsets or other environmental attributes generated from other projects.

d. Prior to entry into an ERPA, Project Developer will submit to Landowner a term sheet setting forth the material terms of the proposed sale, including the quantity of Project Offsets to be sold to the third party, the price for which such Project Offsets are to be sold, the delivery date and delivery terms (such as firm or unit contingent), and such other information as is typically included in a confirmation for sale.

e. In consideration of the provision of the Services, upon any sale of Project Offsets to a third party, Project Developer shall first be reimbursed all Third-Party Expenses incurred by Project Developer in connection with the Services performed in connection with the development, generation and Verification of the relevant Project Offset, and then shall receive, for each Reporting Period covered by this Agreement, five percent (5%) x 2,191,000 ÷ [the 20-year projected Project Offset total after Verification] x the Net Revenue from the sale of Project Offsets (the "**Project Developer's Percentage**"). The Project Developer's Percentage will be paid on Net Revenue received with regard to the sale of Offset Projects to third parties hereunder.

f. Within thirty (30) days following receipt of revenues from Offset Sales, Landowner shall receive a percentage of Net Revenue equal to one hundred percent (100%) of the Net Revenue minus Project Developer's Percentage of the Net Revenue (the "**Landowner's Percentage**"). Landowner's Percentage will be paid on Net Revenue received with regard to the sale of Offset Projects to third parties hereunder.

g. Until transferred to a third-party buyer, Project Developer shall, at all times, own

all right, title and interest in and to all Project Offsets, including all underlying Emissions Reductions. Project Offsets shall be registered directly into Project Developer's Registry account. Landowner shall take all necessary steps to grant, convey, and transfer title to such Project Offsets to Project Developer.

h. All amounts referred to in this Agreement are exclusive of any applicable Tax chargeable. Each Party will pay or cause to be paid all Taxes imposed on it with respect to its ownership of Project Offsets or amounts paid to it under this Agreement. In the event a Party is required by Applicable Law to remit or pay Taxes that are the other Party's responsibility hereunder, the Party responsible for paying such Taxes promptly will reimburse the other Party for such Taxes. Nothing herein obligates or causes a Party to pay or be liable to pay any Taxes for which it is exempt under Applicable Law.

i. Each Party will bear its own costs and expenses including legal costs in connection with the preparation, negotiation and execution of this Agreement.

j. If either Party fails to pay any amount due under this Agreement, interest shall be payable on that amount at an annual rate equal to the Interest Rate compounded monthly from and including the due date for the payment or the last day on which payment can be timely made but excluding the date payment is made.

k. Project Developer will use commercially reasonable efforts and business judgment to maximize revenue from sales of Project Offsets generated from the Project, but Project Offset prices may increase or decrease significantly during the Contract Term, and therefore no specific sales price or Landowner's Percentage can be guaranteed by Project Developer. For the avoidance of doubt, Project Developer is not liable to Landowner for payment of any Landowner's Percentage during the Contract Term unless payment for sales of Project Offsets has been previously received in full by Project Developer in accordance with the terms and conditions of an applicable ERPA.

5. Intellectual Property Rights. The Project Developer is and shall be the sole and exclusive owner of the intellectual property rights including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") owned or controlled by the Project Developer on or before the Effective Date or developed by the Project Developer after the Effective Date in the course of performing the Services, whether created by the Project Developer alone or jointly with others.

6. Confidential Information.

   a. The Receiving Party agrees:

      i. not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; *provided, however*, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its officers, employees, consultants and legal advisors who have a "need to know",

who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 6;

ii. to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement; and

iii. to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

b. If the Receiving Party becomes legally compelled to disclose any Confidential Information by: a public records request made pursuant to the Oregon Public Records Act set forth in Oregon Revised Statutes Chapter 192 (the "**Public Records Act**"), a written interrogatory, deposition, court order, request for information or documents, subpoena, civil investigative demand or similar compulsory process (each, as applicable, a "**Records Request**"), the Receiving Party shall provide:

i. prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy with regard to the particular Records Request; and

ii. reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

c. If, after providing such notice and assistance as required herein, the Receiving Party remains required by Applicable Law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

d. Landowner consents to disclosure of Confidential Information relating to the Project to the Registry, including the identity of Project Developer's Contractors, and (to the extent disclosure is specifically allowed under the terms of any applicable ERPA and/or required under the terms of the Public Records Act) the identity of any potential or actual third-party buyer of Project Offsets as necessary to perform Project Developer's obligations under this Agreement.

e. Project Developer acknowledges that it is working with and hereby contracting with a county government and as such, has limited expectations that the details of the Project, including economic estimates prepared for the Project, the terms of this Contract, or materials prepared for the Registry or third-party buyers regarding the Project will ultimately be considered confidential or otherwise withheld from the public given the existence of the Public Records Act. Project Developer also acknowledges and understands that the entrance by Landowner into this Agreement, the terms of this Agreement, and the development of the Project, must be disclosed to the public as part of Landowner's obligations under Applicable

Law, including as part of the public hearing and notice requirements set forth in ORS 275.330. Project Developer shall also make potential third-party buyers and Project Developer Contractors aware of Landowner's governmental status, the Public Records Act, and the resulting potential limited expectations for confidentiality with regard to performing services or buying Project Offsets in connection with this Agreement and the Project. Notwithstanding the foregoing, Landowner will make reasonable efforts to maintain confidentiality regarding any particular details of the Project (including, without limitation, the pricing of Project Offsets) and specific terms of any ERPA, to the extent allowed under the Public Records Act, upon request (via e-mail or otherwise) from Project Developer to Landowner. Additionally, Landowner will make every reasonable effort to notify Project Developer in writing at any time a Records Request occurs, and will advise the Project Developer of its intended response to the applicable Records Request.

7. Representations and Warranties.
    a. Each Party represents and warrants to the other Party that:
        i. it is duly organized, validly existing and in good standing as a corporation or other Entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering, and is qualified to conduct its business in that jurisdiction;
        ii. it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder;
        iii. the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate, governmental or other applicable action of the Party; and
        iv. when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
        v. It is not relying upon any representations of the other Party other than those expressly set out in this Agreement and the other Party has not given to it any assurance or guarantee as to the expected financial performance or result of this transaction, and it has entered into this Agreement as principal and for its own account (and not as advisor, agent, broker or in any other capacity, fiduciary or otherwise).
        vi. it has not made or provided, and will not make or provide, false, fraudulent or misleading statements or information to the Registry, or to any Validation/Verification Bodies regarding the Project.
        vii. it is not and is not likely to become Bankrupt and there are no circumstances existing which would impair its ability to participate in the Project;
        viii. it will make reasonable efforts and collaborate with the other Party to align the terms of this Agreement and each ERPA with the goal of minimizing risk arising from inconsistency on terms allocating risk, imposing liability

and providing excuses.

b. As of the Effective Date and during the Contract Term, Landowner represents, warrants and covenants to Project Developer that:
   i. it holds sufficient rights in the Property to allow it to generate the Project Offsets and perform its obligations under this Agreement;
   ii. it has not made or provided, and will not make or provide, false, fraudulent or misleading statements or information to Project Developer or any third party involved in the Project;
   iii. any information provided by Landowner or a third party on behalf of Landowner, including Documentation, is and shall be true, accurate, reliable, complete and timely;
   iv. it shall maintain and operate the Property in compliance with all Applicable Law, including EHS Law;
   v. it has disclosed and will immediately disclose to Project Developer in writing any and all instances of potential or actual non-compliance with any Applicable Law, including without limitation violations related to administrative processes (e.g., missed application or reporting deadlines) or for issues unrelated to integrity of the applicable Emission Reductions (each, a "**Violation of Applicable Law**");
   vi. it shall not conduct any activities that will reduce the amount of Emission Reductions produced by the Property;
   vii. activities which generate Emission Reductions are not legally required;
   viii. it has disclosed to Project Developer in **Schedule 2** attached hereto all binding Landowner commitments that may reduce Emission Reductions on the Property;
   ix. with respect documents signed by Landowner in connection with this Agreement and the Project, Landowner has carefully reviewed and/or shall review such documents prior to signing;
   x. neither the Project Offsets nor any underlying Emission Reductions and/or carbon attributes to be registered have been or during the Contract Term will be transferred, retired or otherwise used or disposed of prior to the date of issuance;
   xi. neither the Project Offsets nor any underlying Emission Reductions and/or carbon attributes have been or during the Contract Term will be serialized, registered or retired or otherwise transacted on another registry and/or under another standard or program;
   xii. during the Contract Term, there are and shall be no undisclosed or unmitigated adverse environmental or community impacts as a result of the development, construction, operation and/or maintenance of the Project;
   xiii. it shall convey to Project Developer or buyer (as relevant) full legal and beneficial title to the Project Offsets, free and clear of any encumbrances;
   xiv. it shall take all steps necessary to transfer Project Offsets to a third-party

buyer pursuant to any ERPA entered into under this Agreement;

xv. with the understanding and acknowledgment that any potential transfer of all or any portion of the Property could cause an Intentional Reversal of Project Offsets, during the Contract Term, it shall not transfer ownership of any portion of the Property to any third party without either (a) securing the obligation of the subsequent third party in writing to manage the affected portion(s) of the Property land as part of the Project under the direction of Landowner or (b) otherwise obtaining the written consent of Project Developer, not to be unreasonably withheld; and

xvi. except for transferring Project Offsets to Project Developer, it shall not sell, transfer, encumber, or make available or use any Project Offsets to any other person or purpose; and

xvii. it shall make reasonable efforts to ensure that employees, agents, contractors and consultants of the Landowner do not engage in activities, including making public statements, that are reasonably likely to have a significant adverse effect on the public's perception of the integrity of the Project or Project Offsets, it being understood by both Landowner and Project Developer that such negative public statements can undermine the success and continuing viability of the Project.

c. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 7, EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT.

d. PROJECT DEVELOPER MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO WHETHER OFFSETS MAY BE GENERATED BY THE PROJECT, THE NUMBER OF OFFSETS GENERATED, OR THE VALUE THEREOF.

8. <u>Deductions, Reversal and Early Project Termination</u>

a. Deductions.

i. If any Project Offsets are deducted from an issuance, cancelled from a holder's account, or deducted from the Buffer Pool due to a material misstatement (as defined in the Standard) (each, a "**Deduction**," and collectively, the "**Deductions**"), and such Deduction is related to Landowner's negligence, gross negligence, or willful misconduct, or a breach by Landowner of any representation, warranty or covenant made by Landowner, Landowner will (i) pay Project Developer Compensatory Damages, and (ii) indemnify Project Developer pursuant to Section 9. Contingent on Landowner performing its obligations under this Section, a Deduction of Project Offsets covered by this Section 8(a) will not be an Event of Default and Project Developer's remedy will be the remedy provided in this Section 8(a).

b. Reversals and Early Project Termination after issuance of Offsets

i. If an Unintentional Reversal occurs and the Lost Offset Amount exceeds the Project's Buffer Contributions, each of Landowner and Project

Developer shall pay half of the "deductible" of 10% (5% each) as required by the Standard.

ii. If an Intentional Reversal or Early Project Termination caused by Landowner occurs, Project Developer will replace Offsets required to be replaced to the Registry as required by the Standard and Methodology, and Landowner (a) will pay all Project Developer's costs (including costs for replacement Offsets, associated transaction fees, and Project Developer's internal costs) relating to replacing Offsets, which includes for the avoidance of doubt, any Offsets required to be replaced with respect to Offsets which Project Developer received or for which Project Developer received compensation pursuant to this Agreement, (b) will pay any associated costs such as offset activation and cancelation fees, (c) will pay Project Developer Compensatory Damages for any Offsets that Project Developer will not receive due to the occurrence of the Intentional Reversal or early termination, and (d) will indemnify Project Developer pursuant to Section 9 against any claim made by any person, including the Registry, or which are brought by any third party with respect to Project Offsets.

iii. If the Project terminates early (whether due to an Unintentional Reversal, Intentional Reversal, or otherwise), this Agreement will terminate and except as provided in this Section 8(b), the Parties' corresponding obligations shall be released and discharged and, except as provided in this Section 8(b) or Section 9, no additional termination payment shall be due between the Parties, provided, however, that the Parties shall remain liable for any payments due for, and all other obligations that may lawfully be performed respecting, Project Offsets received prior to such termination.

c. For purposes of this Section 8, the Parties agree and acknowledge that, notwithstanding any contrary provision in this Agreement, Project Developer does not assume any, and shall have no, responsibility or liability with regard to operation or management of the Project (including land and forest management, timber harvesting, stewardship, or compliance with easements, other encumbrances, or Applicable Law) beyond the Services provided pursuant to Section 2 hereunder or as otherwise specifically provided herein, and shall have no liability with regard thereto.

9. Indemnification.

a. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Landowner shall defend, indemnify and hold harmless Project Developer and Project Developer's Affiliates, and each of their respective officers, directors, employees, agents, contractors, successors and permitted assigns from and against any claim, loss, liability, fines, penalties, costs, fees, cause of action, right of action, damages, or obligation to provide or replace Offsets arising out of or resulting from any third party (including the Registry) claim, suit, action or proceeding arising out of or relating to (i) any Deduction, Intentional Reversal, or Early Project Termination caused by

Landowner; (ii) any breach of its obligations, representations, warranties or covenants set forth in this Agreement; (iii) any competing claims to any Project Offsets, or to the Project Developer's authority to register and transact Project Offsets; (iv) any Violation of Applicable Law by Landowner, or (v) its negligence, gross negligence or willful misconduct.

b. Project Developer shall defend, indemnify and hold harmless Landowner, and of its respective officers, directors, employees, agents, contractors, successors and permitted assigns from and against any claim, loss, liability, fines, penalties, costs, fees, cause of action, right of action, or damages arising out of or resulting from any third party (including the Registry) claim, suit, action or proceeding arising out of or relating to; (i) any Early Project Termination caused by Project Developer; (ii) any breach of Project Developer's obligations, representations, warranties or covenants set forth in this Agreement; (iii) any Violation of Applicable Law by Project Developer, (iv) any claims made by a third party purchaser of Project Offsets pursuant to an ERPA executed in connection with this Agreement when such claims arise with respect to an over-commitment by Project Developer of applicable Project Offsets described in the ERPA in excess of the then-available entire volume of expected Project Offsets, or (v) Project Developer's negligence, gross negligence or willful misconduct; provided, however, that Project Developer shall not be liable to Landowner or any other party for damages or claims, other than actual damages, pertaining to or arising from any calculated GHG reductions or removals for the Project that never, in fact, occur, notwithstanding the fact that Project Offsets may be mistakenly issued in connection with such calculated GHG reductions or removals. For the avoidance of doubt, actual damages shall in no event include speculative lost profits or value that may have accrued via sale or otherwise to Landowner in connection with any applicable Project Offsets that are issued based on non-existent GHG reductions or removals.

c. Each Party shall promptly notify the other Party in writing of any action pursuant to this Section 9 and cooperate with such other Party and such Party's sole cost and expense.

10. Limitation of Liability.

a. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE,

EXCEED ITS AMOUNT OF REVENUE SHARE RECEIVED (OR TO BE RECEIVED) UNDER THIS AGREEMENT.

c. The exclusions and limitations in Sections 10(a) and (b) shall not apply to:
    i. a Party's indemnification obligations under Section 9 (Indemnification);
    ii. the express remedies provided in Sections 8 (Deductions, Reversal and Early Project Termination), 11 (Termination), 13 (Force Majeure), for which liability is limited to the express remedy provided; or
    iii. damages or other liabilities arising out of or relating to a Party's gross negligence, willful misconduct or intentional acts.

d. Each Party acknowledges that payment of amounts provided in the express remedies provided in Sections 8 (Deductions, Reversal and Early Project Termination), 11 (Termination), 13 (Force Majeure) are reasonable in the light of the anticipated harm and the difficulty of estimation or calculation of actual damages. Each Party waives the right to contest those payments as unreasonable penalties.

e. TO THE EXTENT APPLICABLE LAW PROHIBITS THE FOREGOING LIMITATION OF LIABILITY, A PARTY'S LIABILITY IS LIMITED TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW

f. Except as expressly provided in Section 9 (Indemnification), the rights set forth in Section 8 (Deductions, Reversal and Early Project Termination) together with any interest arising thereunder are in full and final satisfaction of each Party's rights with respect to a Reversal and Early Project Termination.

g. Except as expressly provided in Section 9 (Indemnification), the rights to suspend, take action, terminate, liquidate and accelerate and to be paid a payment under Section 11 (Termination) together with any interest arising thereunder are in full and final satisfaction of the rights of the Non-Defaulting Party if an Event of Default occurs with respect to the Defaulting Party.

11. Termination

a. **Termination for Insufficient Offsets**. Either Party may terminate this Agreement at any time prior to the issuance of Offsets by notice in writing if the initial forest carbon inventory analysis performed by Project Developer with regard to the Property indicates that fewer than 65,000 Offsets will be issued to the Project for the first Reporting Period (the "**Threshold Quantity**"); provided, however that no such termination may occur for failure to achieve the Threshold Quantity following the date that the Parties (as applicable) have committed in writing to the Registry to maintain the Project for the entire 40-year Project Term. If a Party terminates this Agreement pursuant to this Section 11(a):
    i. If the failure of the Project to generate the Threshold Quantity is due to a Change in Law or Force Majeure, then Landowner will pay Project Developer an amount equal to 50% of Third-Party Expenses incurred prior to the occurrence of the Change in Law or Force Majeure; or
    ii. If the failure of the Project to generate the Threshold Quantity is due to Landowner's acts or omissions, including the occurrence of an uncured

default of any term or condition of this Agreement or a Violation of Applicable Law, then Landowner will pay Project Developer an amount equal to the Termination Amount and indemnify Project Developer according to Section 9, unless the Violation of Applicable Law causes Deduction, in which event the terms of Section 8(a)(i) above shall apply.

iii. If the failure of the Project to generate the Threshold Quantity is due to Project Developer's acts or omissions, including the occurrence of an uncured default of any term or condition of this Agreement or a violation of Applicable Law by Project Developer, then Project Developer shall pay all Third-Party Expenses incurred plus any compensatory damages in an amount sufficient to compensate Landowner for all losses suffered by Landowner as a result of such breach or early termination of this Agreement, and Landowner shall have no further liability to Project Developer, except for any liabilities that are intended to survive expiration or earlier termination of this Agreement.

iv. If the failure of the Project to generate the Threshold Quantity is not due to Project Developer's acts or omissions or Landowner's acts or omissions, then termination shall be without liability for either Party.

b. If a Violation of Applicable Law occurs during Reporting Periods two through ten, it will not be a breach of this Agreement and neither Party may terminate this Agreement and Landowner shall pay Project Developer Compensatory Damages for any Offsets not issued to the Project due to the Violation of Applicable Law and indemnify Project Developer according to Section 9.

c. Unless a Violation of Applicable Law causes Deduction, in which case Section 8 applies, payment amounts set forth in Section 11(a)(ii) or (b) are a Party's sole remedy for the occurrence of an EHS Violation.

d. **Change in Law Prior to Issuance**. If a Change in Law occurs prior to the issuance of Offsets from the first Reporting Period, either Party may terminate this Agreement upon written notice to the other Party. If this Agreement terminates pursuant to this Section 11(d) each Party shall pay 50% of Third-Party Expenses.

e. **Change in Law After Issuance**. If a Change in Law occurs after the issuance of Offsets from the first Reporting Period, either Party may terminate this Agreement upon written notice to the other Party. If this Agreement terminates pursuant to this Section 11(e) each Party shall pay 50% of (i) Third-Party Expenses and (ii) any reasonable expenses associated with terminating then-existing ERPAS.

f. **Termination for Convenience**. Provided that Section 11(a)(ii) or 11(b) does not apply, at any time prior to issuance of Offsets from the first Reporting Period, either Party may terminate this Agreement in its entirety upon written notice to the other Party and

i. If Project Developer is the terminating Party, neither Party shall owe the other Party any amount.

ii. If Landowner is the terminating Party, Landowner shall pay Project Developer an amount equal to the sum of Third-Party Expenses plus

Project Developer's Internal Expenses plus if, during the two (2) years following termination Landowner executes (or substantially negotiates with the good faith intention of executing) a binding agreement to create a carbon project substantially similar in nature to the Project on all or a portion of the Property, which includes listing with a Registry or other project development activities including, but not limited to, executing project development agreements, or executing (or substantially negotiating with the good faith intention of executing) an agreement by which Project Offsets from the Property will be sold to a third party, Landowner will pay Project Developer five percent (5%) of net revenue from sales of the offsets, and indemnify Project Developer according to Section 9.

g. Subject to Section 9, if a Party terminates this Agreement pursuant to Sections 11(a)-(f), provided each Party makes any payments required thereunder, the obligations of both Parties under this Agreement with respect to the Project will be deemed fully satisfied; and neither Party shall have any further obligation to the other pursuant to this Agreement.

h. **Termination for Default.**

   i. An "**Event of Default**" means the occurrence at any time with respect to a Party (the "**Defaulting Party**") of any of the following events:

      1. The Party fails to pay any amount when due under this Agreement, and that failure is not remedied on or before the tenth (10th) Business Day after the Non-Defaulting Party gives the Defaulting Party written notice of that failure.
      2. Any material representation, warranty or covenant made, or deemed to have been made, by the Party in Section 7 proves to have been false or misleading in a material way, except that if the breach relates to a matter covered by Section 8, in which case Section 8 applies. If such failure occurred without knowledge of the Party, the Party shall have thirty (30) days after the Non-Defaulting Party gives written notice of the failure to remedy the failure. If the Party knew of such failure, there shall be no cure period.
      3. The Party materially breaches this Agreement (other than an obligation constituting a separate Event of Default or an obligation for which an express remedy is provided elsewhere in this Agreement), and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
      4. The occurrence of a Material Adverse Event that is not cured by the applicable Party within a commercially reasonable time following the occurrence of the same.
      5. Landowner assigns this agreement or sells any portion of the Property in a manner other than is allowable under Section

7(b)(xv).

ii. If an Event of Default has occurred and is continuing after any applicable cure period, the Non-Defaulting Party may designate a date no earlier than the date of the notice (the "**Early Termination Date**") on which to terminate, this Agreement.

iii. If Project Developer is the Defaulting Party, upon the designation of an Early Termination Date, Project Developer shall cease providing Services and shall provide reasonable cooperation and assistance to Landowner in transitioning the Services and any existing ERPAs covering Project Offsets to an alternate Project Developer, and shall pay Landowner compensatory damages in an amount sufficient to compensate Landowner for all reasonable, actual losses suffered by Project Developer as a result of a breach or early termination of this Agreement. If the Event of Default was a failure to pay, Project Developer will pay Landowner an amount equal to any Landowner's Percentage of Net Revenue that has accrued to Landowner as a result of completed Project Offset sales but not yet been paid plus interest at the Interest Rate from the Early Termination Date. With respect to any other Event of Default, if any Project Offsets have been issued but not yet sold as of the Early Termination Date, upon sale of Project Offsets, Project Developer shall pay Landowner in accordance with Section 4.

iv. If the Landowner is the Defaulting Party, upon the designation of an Early Termination Date, Landowner will pay Project Developer an amount equal to the Termination Amount plus interest at the Interest Rate from the Early Termination Date (the "**Termination Payment**"). With respect to any Project Offsets issued but not yet sold as of the Early Termination Date, Project Developer shall pay Landowner's Percentage only after Project Developer has been fully compensated in accordance with this Section 11(h)(iv).

i. Section 11(h) shall not apply if Sections 8 or 11(a), (b) or (c) apply.

j. If a Party becomes Bankrupt, the other Party may immediately terminate this Agreement by written notice.

k. Any payment due under this Section 11 shall be due within ten (10) Business Days following written notice from the Party requesting payment (the "**Payment Due Date**"). Any payment not made by the Payment Due Date will be subject to interest pursuant to Section 4(j).

12. Insurance.

a. Each Party shall, at its own expense, provide commercial general liability insurance, which will cover the Project and in the case of Project Developer, the Services performed on the Property. Such insurance may be provided as part of each such Party's overall insurance coverage. Such insurance shall include liability limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate coverage, and for each such Party, the other Party shall be an additional insured

party on such insurance with respect to the Project and Services. Such insurance may not be cancelled without thirty (30) Business Days prior written notice to the other Party. Prior to execution and upon written request by the other Party, such Party shall provide written proof of such insurance to the other Party. Project Developer shall ensure that each Contractor that enters the Property also maintains such commercial general liability insurance as described herein and includes Landowner as an additional insured- party on such insurance with respect to the Project and Services.

b. Project Developer shall, at its own expense, maintain Errors and Omissions Insurance of at least $1 million covering Services to be provided under this Agreement, and Landowner shall be an additional insured party on such insurance with respect to the Services. Project Developer will make commercially reasonable efforts to ensure that each Contractor performing any of the Services on Project Developer's behalf also maintains such Errors and Omissions Insurance and includes Landowner as an additional insured on such insurance with respect to the Services, but failure of any such Contractor to maintain the referenced Errors and Omissions Insurance shall not constitute a default hereunder, it being agreed upon and acknowledged that it may be unusual and/or prohibitively expensive for the Contractors to maintain the same, depending on the portion of the Services being handled by the Contractors (as applicable).

13. Force Majeure

a. Upon the occurrence of a Force Majeure, the Party affected by the Force Majeure (the "**FM Affected Party**") shall provide prompt written notice of the Force Majeure, including details of the Force Majeure and a good faith, non-binding estimate of the extent and the expected duration of its inability to perform any of its obligations due to the Force Majeure.

b. The obligations of both Parties under this Agreement that cannot be performed due to Force Majeure shall be suspended for the duration of the Force Majeure from the date of the notification given above. During the continuation of the Force Majeure, the FM Affected Party shall use all reasonable efforts to overcome the Force Majeure. Upon the Force Majeure being overcome or it ceasing to exist, both Parties shall resume full performance of their obligations under this Agreement (including, for the avoidance of doubt, any suspended obligations) as soon as reasonably practicable thereafter.

c. Where a Force Majeure continues for a period of one hundred eighty (180) days, either Party may, by written notice to the other Party, terminate this Agreement.

d. If this Agreement is terminated in accordance with this Section 13 (Force Majeure), the Parties' corresponding obligations shall be released and discharged and no termination payment shall be due between the Parties, provided, however, that the Parties shall remain liable for any payments due for, and all other obligations that may lawfully be performed respecting Project Offsets received prior to such termination and each Party shall pay 50% of any Third-Party Expenses which will not be reimbursed by the sale of Project Offsets.

14. Programmatic Development Approach. For the avoidance of doubt, if the PDA Guidance, the Standard and the Methodology allow an amendment or update to the Project documents (including the GHG Project Plan for the Project) that would accommodate the Parties grouping and/or pooling this Agreement and the Project contemplated hereunder in a programmatic approach with such additional acreage owned by Landowner as Landowner may want to add to the Project (whether acquired after the Effective Date or otherwise) for the purpose of Listing a consolidated or aggregated carbon offset project (as grouped or pooled, collectively, the "**Programmatic Unit**"), all in accordance with the GHG Project Plan for the Project (as may be amended to accommodate such an approach), the PDA Guidance, the Standard and the Methodology (a "**Programmatic Approach**"), and the Parties agree in writing with regard to the terms and conditions pertaining to such Programmatic Approach, the Parties will make good faith efforts to cooperate in all documentary and other requirements of the Program so that the designated additional Landowner acreage can be grouped and/or pooled in the Project in accordance with the Program Rules. For the avoidance of doubt, all costs and expenses incurred in connection with grouping or pooling new Landowner acreage with the Project or implementing a Programmatic Approach shall be deemed reimbursable Third Party Expenses hereunder. All Project Offsets that are generated by way of the Programmatic Unit will be handled in accordance with the terms and conditions of this Agreement.
15. Miscellaneous.
    a. Each Party shall, upon the reasonable request the other Party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.
    b. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise or employment relationship between the Parties.
    c. Notices. Any notice or other communication to be given or made with respect to this Agreement by one Party to the other is to be given or made in writing to the other at the address or contact number or in accordance with the electronic mail details provided below:

If to Landowner:
Name: Hood River County
Attn: Doug Thiesies, Forestry Director
Address: 601 State Street, Hood River, OR 97031
Phone: 541-387-6826
Email: doug.thiesies@hoodrivercounty.gov

If to Project Developer:
Name: Oregon Climate Trust
Attn.: Julius Pasay

Address: 80 SE Madison St., Suite 420, Portland, OR 97214
Phone: 503-238-1915
Email: jpasay@climatetrust.org

A written notice is deemed to have been received:

i. if sent by e-mail, on the Business Day the e-mail is sent or on the first (1st) Business Day after the date the e-mail is sent if sent on a day other than a Business Day, unless the sender receives an automatically generated response indicating that the e-mail address is not valid;
ii. if delivered by hand, on the Business Day of delivery or on the first (1st) Business Day after the date of delivery if delivered on a day other than a Business Day; or
iii. if sent by registered mail, on the Business Day of delivery or on the first (1st) Business Day after the date of delivery if delivered on a day other than a Business Day.

d. This Agreement, together with all Schedules, and Exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
e. Except as set forth in Section 7(b)(xv), neither Party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other Party. No assignment shall relieve the assigning Party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
f. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
g. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
h. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto

shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

i. Subject to the rights that may accrue to any successor or permitted assignees of the Parties, no provision of this Agreement is be construed as creating any rights enforceable by a third party, and all third party rights implied by law are, to the extent permissible by Applicable Law, excluded from this Agreement.

j. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

k. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

l. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER AND ANY DISPUTE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON. THE PARTIES SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN PORTLAND, OREGON, FOR THE PURPOSES OF ANY DISPUTE UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH IT. EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

m. Except that either Party may seek injunctive relief in a court of competent jurisdiction, the Parties agree to submit any disputes arising from the interpretation, application or performance of this Agreement to binding arbitration administered by the American Arbitration Association under its commercial arbitration rules to be decided by a single arbitrator experienced in either carbon transactions, complex commercial transactions (or both) seated in Portland, Oregon.

16. Definitions.

The following words or phrases, where they appear in this Agreement, have the following respective meanings:

"**Affiliate**" of an Entity means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.

The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an Entity, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" is defined in the Preamble.

"**Applicable Law**" means any applicable international, federal, provincial, state, local or municipal statute, law, constitution, treaty, rule, by-law, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, interpretation, advice letter, authorization, resolution, judgment, decree or other legal or regulatory determination or restriction by any Governmental Authority, court or arbitrator of competent jurisdiction that applies to the Program or any one or both of the Parties (or any of their assets) or the terms hereof; and any binding interpretation of the foregoing. Applicable Law includes Program Rules made available by the Registry and, with respect to a Program, have analogous effect of law.

"**Bankrupt**" means with respect to any Entity, such Entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, (v) has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sue on or against all or substantially all of its assets; or (vi) is generally unable to pay its debts as they fall due.

"**Buffer Contribution**" is defined in the Standard.

"**Buffer Pool**" is defined in the Standard.

"**Business Day**" means any day other than a Saturday, Sunday, or a US federal government holiday.

"**Change in Law**" means the adoption, enactment or promulgation of any new Applicable Law or the amendment, modification, revision, repeal or interpretation of any existing Applicable Law, or the issuance by a Governmental Authority of an order, decision or interpretation of any existing Applicable Law as a result of which (i) the Program is no longer scheduled to proceed or is to be discontinued; (ii) the implementation or continuance of the Project is prevented or prohibited (including changes that would render the Project no longer eligible for participation in the Program, Standard or Methodology); (iii) additional Emission Reductions with respect to the Project are required; or (iv) generating or transacting in Offsets becomes impracticable or not financially viable or which significantly diminishes the number

of Offsets that can be issued based on Emission Reductions from the Project, or otherwise makes the Project unviable. For the avoidance of doubt, nothing in this definition alters the termination rights set forth in Section 11(a), (c) or (d).

"**Compensatory Damages**" means an amount sufficient to compensate Project Developer for all losses suffered by Project Developer due to a Deduction of Project Offsets as provided in Section 8(a), an Intentional Reversal or Early Project Termination as provided in Section 8(b)(ii), or a failure of issuance of Project Offsets due to a Violation of Applicable Law, in each case taking into consideration the number of Project Offsets impacted, the terms of any existing ERPAs covering Project Offsets (provided that Project Developer shall use commercially reasonable efforts to limit Project Developer and Landowner liability for early termination under any ERPAs), and any Third-Party Expenses and Internal Expenses incurred and not yet otherwise reimbursed.

"**Confidential Information**" means any information that is treated as confidential by a Party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to pricing and marketing of Project Offsets. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information. Confidential Information shall also not include the details of the Project, the relationship between the Parties, the terms of this Agreement, materials submitted to third parties concerning the Project, including to the Registry and the purchasers of Project Offsets, and the names of third party purchasers of Project Offsets (only to the extent disclosure is specifically allowed under the terms of any applicable ERPA, unless disclosure of such third party purchaser is required under the terms of the Public Records Act, a risk of which Project Developer shall have made each such third party purchaser aware of pursuant to Section 6(e)).

"**Contractor**" means an experienced, qualified and licensed third-party Entity that Project Developer engages to perform Services under this Agreement and agrees to comply with the applicable terms of this Agreement with regard to the performance of such Services.

"**Contract Term**" is defined in Section 1(c).

"**Deduction**" and "**Deductions**" are defined in Section 8(a) (Deductions, Reversal and Early Project Termination).

"**Defaulting Party**" is defined in Section 11(h)(i) (Termination for Default).

"**Disclosing Party**" means a Party that discloses Confidential Information under this Agreement.

"**Documentation**" is defined in Section 3(d).

"**Early Project Termination**" means the Project terminates prior to the end of the project life for any reason.

"**Early Termination Date**" is defined in Section 11(h)(ii).

"**Effective Date**" is defined in the Preamble.

"**EHS Law**" means all local, regional, state, and national environmental and health and safety laws and regulations that apply based on the Project location and that directly apply to the Project, including as specified in the Methodology.

"**EHS Violation**" means the Project is out of regulatory compliance with EHS Law.

"**Emission Reductions**" means all existing and future legal and beneficial rights arising from the physical reduction or sequestration of greenhouse gases (GHG reductions and GHG removal enhancements) by the Project measured in increments of one metric ton of carbon dioxide equivalent, including any right, interest, credit, entitlement, benefit, allowance, certificate or registrable right arising from or in connection with that reduction or sequestration.

"**Emission Reduction Ton**" or "**ERT**" is defined in the Standard.

"**Encumbrance**" means any mortgage, charge, pledge, lien, Tax, claim, assignment, demand, security interest, title retention, preferential right, trust arrangement, contractual right of set-off, or other encumbrance or any interest in or right to use the Project Offsets (or the Emission Reductions on which they are based) by any other Entity. "**Encumbered**" shall be construed accordingly.

"**Entity**" means an individual, government or state or division of it, government or state agency, corporation, partnership or such other entity as the context may require.

"**ERPA**" is defined in Section 4(b) (Sale of Project Offsets; Payment).

"**Event of Default**" is defined in Section 11(h)(i) (Termination for Default).

"**FM Affected Party**" is defined in Section 13 (Force Majeure).

"**Force Majeure**" means the occurrence of any Act of God, fire, insect infestation, casualty, flood, earthquake, war, strike, lockout, epidemic or pandemic (or any resulting societal or governmental reactions thereto, including quarantines and lockdowns), riot, insurrection, or any other cause beyond the reasonable control of a the FM Affected Party, that could not, after using all reasonable efforts, be overcome and which makes it impossible for the FM Affected Party to perform its obligations under this Agreement.

"**GHG**" or "**Greenhouse Gas**" is defined in the Standard.

"**GHG Project Plan**" is defined in the Standard.

"**Governmental Authority**" means any international, national, federal, provincial, state, regional, municipal, county or local government, administrative, judicial or regulatory Entity operating under any Applicable Law and includes any court, administrative agency, board, bureau, commission, department or regulatory body of any government. Governmental Authority includes the Registry.

"**Intellectual Property Rights**" is defined in Section 5 (Intellectual Property Rights).

"**Intentional Reversal**" is defined in the Standard.

"**Interest Rate**" means the rate per annum equal to the Monthly Federal Funds Rate (as reset on a monthly basis based on the latest month for which such rate is available) as reported in Federal Reserve Bank Publication H.15-519, or its successor publication plus three percentage (3%) points.

"**Internal Expenses**" means, with respect to a Party a Party's reasonable estimation of its internal expenses with respect to undertaking the Project.

"**Landowner**" is defined in the Preamble.

"**Landowner's Percentage**" is defined in Section 4(f) (Sale of Project Offsets; Payment).

"**Listing**" is defined in the Standard.

"**Lost Offset Amount**" shall mean the amount of Offsets that the Registry requires be purchased and retired to compensate for the Project Offsets lost as a result of any Reversal.

"**Material Adverse Event**" means an event or condition that does, or is reasonably likely to, have a significant adverse effect a Party's ability to perform its obligations under this Agreement.

"**Methodology**" is defined in Section 1(d) (General Project Terms and Definitions).

"**Net Revenue**" means gross revenue actually received from the sale of Project Offsets minus Third-Party Expenses.

"**Non-Defaulting Party**" means the Party that is not the Defaulting Party.

"**Offset**" means Emission Reduction Ton or ERT.

"**Party**" and "**Parties**" are defined in the Preamble.

"**Payment Due Date**" is defined in Section 11(k) (Termination for Default).

"**PDA Guidance**" means The American Carbon Registry Aggregation and Programmatic Development Approach Guidance for Improved Forest Management, Version 1.0 (January 2021).

"**Program**" means the program created under the Program Rules.

"**Program Rules**" means the Standard, Methodology and any other governing documents maintained by the Registry and relating to generation, trading, and retiring Offsets.

"**Programmatic Approach**" is defined in Section 14 (Programmatic Development Approach).

"**Programmatic Unit**" is defined in Section 14 (Programmatic Development Approach).

"**Project**" means a project to develop Offsets pursuant to the Methodology based on Emission Reductions generated by improved forest management of the Property, as more particularly described in Section 1(d) (General Project Terms and Definitions).

"**Project Developer**" is defined in the Preamble.

"**Project Developer's Percentage**" is defined in Section 4(e) (Sale of Project Offsets; Payment).

"**Project Offsets**" means all of the Offsets generated by the Project during the Reporting Periods subject to this Agreement.

"**Project Term**" is defined in the Methodology and set forth in Section 1(d).

"**Property**" means the approximately thirty-four thousand five hundred (34.500) acres of Hood River County forest land to be subject to the Project as further described in **Exhibit A** hereto.

"**Public Records Act**" is defined in Section 6(b).

"**Receiving Party**" means a Party that receives or acquires Confidential Information directly or indirectly under this Agreement.

"**Records Request**" is defined in Section 6(b).

"**Registry**" means the entity indicated in Section 1(d) (General Project Terms and Definitions).

"**Reporting Period**" is defined in the Standard.

"**Reversal**" is defined in the Standard.

"**Salvage**" is defined as dead, downed and damaged timber.

"**Services**" is defined in Section 2(a).

"**Standard**" is defined in Section 1(d) (General Project Terms and Definitions).

"**Tax**" means any present or future tax, levy impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) that is imposed by any government or other taxing authority in respect of any payment under this Agreement other than a stamp, registration, documentation or similar tax.

"**Termination Amount**" means compensatory damages in an amount sufficient to compensate Project Developer for all losses suffered by Project Developer as a result of a breach or early termination of this Agreement by Landowner, all to be finally calculated within six (6) months following the applicable breach or early termination, taking into consideration (i) the number of Project Offsets likely to have been created during the Contract Term in the absence of the breach or termination based off the latest and best available forecast of possible Project Offsets, and (ii) the terms of any existing ERPAS covering Project Offsets, provided that Project Developer shall use commercially reasonable efforts to limit Project Developer and Landowner liability for early termination under any ERPAs, and any Third-Party Expenses and Internal Expenses incurred and not yet otherwise reimbursed. Notwithstanding the foregoing, in no event shall the total number of Project Offsets likely to have been created during the Contract Term in the absence of the Landowner breach or termination as calculated pursuant to the preceding sentence exceed two (2) million ERTs. Additionally, for the avoidance of doubt, in determining any portion of the Termination Amount that may relate to Offsets not yet covered by the terms of an existing, fully executed ERPA, the value of such Offsets shall be calculated by ascertaining the average of two mid-market quotes for comparable Offsets respectively received by the Project Developer and Landowner from two separate reputable carbon offset brokers respectively selected by the Parties for a quantity equal to the applicable Offsets. If no quotes are available for more than

five (5) consecutive Business Days following the date that the Parties first seek such quotes, the Parties may refer the matter for determination to Thomson Reuters or, if Thomson Reuters is unwilling or unable to make such determination, to any other carbon market research firm mutually agreed upon by the Parties.

"**Termination Payment**" is defined in Section 11(h)(iv) (Termination for Default).

"**Third-Party Expenses**" means reasonable documented amounts paid or payable by Project Developer to third parties relating to Services provided under this Agreement including without limitation capital costs associated with the Project, registry fees, monitoring, modelling and inventory fees, Verification, legal fees (which shall not include legal costs associated with entering into this Agreement), purchase of ERTs to make Buffer Contributions, and brokerage costs, each subject to commercially reasonable audit by Landowner from time to time throughout the Contract Term.

"**Threshold Quantity**" is defined in Section 11(a) (Termination for Insufficient Offsets).

"**Unintentional Reversal**" is defined in the Standard.

"**Validation/Verification Body**" is defined in the Standard.

"**Verification**" means verifying reports as required by the Standard. Other cognate expressions shall be construed accordingly.

"**Violation of Applicable Law**" is defined in Section 7(b)(v) (Representations and Warranties).

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The Parties hereto have executed this Agreement effective as of the Effective Date.

OREGON CLIMATE TRUST, a nonprofit corporation organized and existing under the laws of the State of Oregon

By: _____
Julius Pasay, Executive Director

HOOD RIVER COUNTY, a home rule county and political subdivision of Oregon
By_____
Name:
Title:

Exhibits & Schedules
Exhibit "A" -- Property Legal Description/Map
Schedule "1" -- Existing Encumbrances
Schedule "2" -- Binding Commitments

EXHIBITS AND SCHEDULES

EXHIBIT A

PROPERTY DESCRIPTION

TRACT 1 : Lands Lying in Township 3 North, Range 10 East of the Willamette Meridian

Section 32: That portion of the Southwest quarter of Section 32, Township 3 North, Range 10 East of the Willamette Meridian, In the County of Hood River and State of Oregon, lying North of the North line of the South half of the South half of said Southwest quarter and South of the center line of the right of way of the Bonneville Power Line. EXCEPTING THEREFROM that portion lying within the North 80 rods of said Southwest quarter; ALSO EXCEPTING THEREFROM that portion, if any, lying South of the Hood River Irrigation District ditch.

TRACT 2 : Lands Lying in Township 2 North, Range 11 East of the Willamette Meridian

Section 6: Parcel 1: Beginning at a stone marked "X", set on the East and West line through the center of Section 6, Township 2 North of Range 11, E.W.M., 700 feet East of the West boundary of said Section 6; thence North 8° 46' East to the center line of the easement and right-of-way granted to the U. S. A. (Bonneville) by deed recorded August 30, 1940, in Deed Book 28, page 289, said point being the true place of beginning herein, thence North 8° 46' East to the Northwest corner of the tract conveyed to Charles A. Reed and Gladys D. Reed by deed recorded March 1, 1930, in Deed, Book 22, page 193; thence East parallel to the said East and West lines through the center of said Section 6, 322.5 feet to a stone set in the county road as the Northeast corner of said Reed tract; thence South 1° 6' East along said county road to the center line of said Bonneville Easement; thence North 67° 50' West along said center line of said easement to place of beginning. Situated in the County of Hood River and State of Oregon.

Parcel 2: Beginning at a stone marked "X" and set on the South line of the Northwest quarter of Section 6, Township 2 North, Range 11 East of the Willamette Meridian, 700 feet East of the West line of said Section 6; thence West along the South line of the Northwest quarter of said Section 6 a distance of 315 feet; thence North parallel with the West line of said Section 6 a distance of 686 feet; thence East parallel with the South line of the Northwest quarter of said Section 6 a distance of 412 feet, more or less, to the Westerly line of the third tract of land described in and conveyed to Charles A. Reed et ux, by deed recorded March 1, 1930, in Book 22 at page 193, Deed Records Hood River County; thence South 8° 46' West along the Westerly line of said Reed tract of land 696.2 feet, more or less, to the place of beginning.

Parcel 3: Beginning at a stone marked "X" and set on the South line of the Northwest quarter of Section 6, Township 2 North, Range 11 East of the Willamette Meridian, 700 feet East of the West line of said Section 6; being the Southwest corner of the third tract of land described in and conveyed to Charles A. Reed et ux., by deed recorded March 1, 1930, in Book 22 at page 193, Deed Records Hood River County; thence North 8° 46' East along the Westerly line of said Reed tract of land to the center line of the easement granted the United States of America (Bonneville) by deed from Charles A. Reed et ux., recorded August 30, 1940, in Book 28 at page 289, Deed Records Hood River County; thence South 67° 50' East along the center line of said easement to the East line of the aforesaid Reed tract of land; thence South 1° 06' East along the East line of said Reed tract of land to a stone marked "X" and set in the County Road at corner of said Reed tract of land; thence South 28° 18' West along the Easterly line of said Reed Tract of land 324.6 feet to a stone marked "X" set on the south line of the Northwest quarter of said Section 6; thence West along the South line of the Northwest quarter of said Section 6 a distance of 288.5 feet to the place of beginning.

Section 8: NW1/4 NW1/4; E1/2 W1/2; SE1/4; NE1/4 except that portion of the NE1/4 NE1/4 lying North of The Dalles – Sandy Wagon Road.

Section 9: All

Section 20: E1/2 SW1/4

Section 29: SW1/4 NE1/4; N1/2 N1/2 SE1/4 NE1/4; NE1/4 SE1/4 except the North 1155 feet thereof; W1/2 SE1/4; SE1/4 SE1/4; NE1/4 SW1/4; S1/2 SW1/4;

Section 30: S1/2 SW1/4; The South 10 acres of NW1/4 SW1/4

Section 31: W1/2; W1/2 NE1/4; that portion of the NE1/4 NE1/4 lying West of Fir Mountain Road; NW1/4 SE1/4; W1/2 SW1/4 SE1/4; that portion of the E1/2 SE1/4 lying West of Fir Mountain Road.

TRACT 3 : Land Lying in Township 2 North, Range 10 East of the Willamette Meridian

Section 5: W1/2 W1/2

Section 6: SE1/4 NE1/4; SW1/4 NE1/4 except that tract conveyed to United States of America by Deed Record Number 20011681, dated 4/30/2001; SE1/4 except that tract conveyed to United States of America by Deed Record Number 20011681, dated 4/30/2001; S1/2 SW1/4; N1/2 SW1/4 except that tract conveyed to United States of America by Deed Record Number 20011681, dated 4/30/2001.

Section 7: Gov't Lots 1, 2, 3, 4; E1/2 W1/2; NE1/4; W1/2 SE1/4; NE1/4SE1/4, except that tract conveyed to Harriett H. Hoge by deed recorded at Book 6, page 188.

Section 8: N1/2 NW1/4; W3/4 SW1/4 NW1/4; E1/2 NE1/4 SW1/4 NW1/4

Section 15: That portion of the SW1/4 SE1/4 lying Northwesterly of the center of the stream of the Hood River and Southeasterly of a line drawn parallel with and 125 feet North of the top of the North bank of the Hood River; and that portion of the S1/2 SW1/4 lying South of the Southerly line of that tract conveyed to J. F. Watt et ux, by deed recorded at Book 6, page 386, excepting therefrom

(a) Those strips of land conveyed to State of Oregon by and through its State Highway Commission by deeds recorded at Book 26, page 350, and Book 27, page 306.
(b) That tract of land conveyed to State of Oregon by and through its State Highway Commission by deed recorded at Book 27, page 308.
(c) That tract of land conveyed to Cecil L. Warnstaff, et ux, by deed recorded at Book 48, page 481.

Section 18: NW1/4 NE1/4; NW1/4; N1/2 SW1/4; E1/2

Section 19: S1/2 NW1/4; S1/2 NE1/4; NE1/4 NE1/4, excepting therefrom
(a) That tract conveyed to F. S. DeWitt by deed recorded at Book 3, page 373.

(b) That tract conveyed to Kiyoko Akiyama by Deed recorded at Book 28, page 273;

And NE1/4 NW1/4 and the NW1/4 NE1/4, excepting therefrom: Commencing at the Northwest corner of the Northwest quarter of the Northeast quarter; thence North 89° 32' 40" East a distance of 385 feet; thence South 00° 54' 33" East a distance of 175.01 feet; thence South 89° 32' 40" West a distance of 55 feet; thence South 00° 54' 33" East a distance of 63.44 feet; thence South 88° 01' 25" West a distance of 168.87 feet; thence South 05° 31' 37" East a distance of 172.64 feet; thence South 01° 46' 23" West a distance of 264.57 feet; thence South 38° 12' 23" West a distance of 85.04 feet; thence South 64° 02' 23" West a distance of 130.13 feet; thence South 25° 37' 32" West a distance of 246.05 feet; thence South 88° 13' 21" West a distance of 1207.07 feet; thence North 01° 38' 57" West a distance of 1019.70 feet; thence North 88° 12' 21" East a distance of 1339.04 feet to the point of beginning.

NW1/4 SW1/4; N1/2 SE1/4; W1/2 W1/2 SE1/4 SE1/4

Section 20: The NW1/4 SW1/4 and that portion of SW1/4 NW1/4 the lying Westerly of the creek known as Ditch Creek.

Section 28: The East 48 rods of the S1/2 SW1/4 SE1/4.

Section 29: W1/2 SE1/4; W1/2 NE1/4 SE1/4; SE1/4 SW1/4

The Southwest quarter of the Northeast quarter of Section 29, Township 2 North, Range 10 East of the Willamette Meridian, in the County of Hood River and State of Oregon,

And the following parcel:

EXCEPTING THEREFROM the tract of land lying Northwesterly of the centerline of Dee Highway, located in the Southwest quarter of the Northeast quarter of Section 29, Township 2 North, Range 10 East of the Willamette Meridian in Hood River County and State of Oregon more particularly described as follows:
Commencing at a ½" iron rod, L.S. 1028 monumenting the Northeast corner of the Southwest quarter of the Northeast quarter of said Section 29; thence South 89° 36' 40" West a distance of 1,320.44 feet to a ½" iron rod, L.S. 1028 monumenting the Northwest corner of said Southwest quarter of the Northeast quarter of said Section, being the point of beginning of this description. Thence North 89° 36' 40" East a distance of 289.48 feet to the centerline of Dee Highway, being cusp of a curve concave Southeasterly whose chord bears South 47° 03' 04" West a distance of 52.02 feet. Radius measures 636.63 feet. Thence along curved centerline through the central angle of 4° 40' 59" an arc length of 52.03 feet to a point; thence South 44° 42' 35" West a distance of 201.60 feet to the beginning of a curve concave Southeasterly whose chord bears South 38° 14' 32" West a distance of 172.08 feet. Radius measures 763.86 feet. Thence along said curve through the central angle of 12° 56' 05" and arc length of 172.45 feet to the west line of said Southwest quarter of the Northeast quarter; thence North 00° 33' 41" West a distance of 311.92 feet to the point of beginning of said tract.

Section 30: N1/2 of Gov't. Lot 1; S1/2 S1/2 of Gov't. Lot 1; Gov't. Lots 2, 3 and 4; SE1/4 NW1/4; E1/2 SW1/4; SE1/4 NE1/4, excluding all land laying East of the Hood River for this project; SE1/4 excepting therefrom the following:

Beginning at the Southeast corner of Section 30, running thence Northerly and tracing the East line of Section 30 a distance of 2538 feet to an iron pipe set 146 feet Southerly from the quarter corner between Sections 29 and 30; thence South 69° 30' West 73 feet to an iron pipe; thence South 16° 30' West 366.9 feet to an iron pipe; thence South 38° 29' West 212.88 feet to an iron pipe; thence South 56° 11' West 449.86 feet to an iron pipe; thence South 29° 24' West 749.09 feet to an iron pipe; thence South 58° 10' East 395.80 feet to an iron pipe; thence South 22° 22' West 267.60 feet to an iron pipe; thence South 30° 42' East 243.83 feet to an iron pipe; thence South 30° 51' West 306.13 feet to an iron pipe; thence South 35° 01' West 190.9 feet to an iron pipe in the Southerly boundary line of Section 30; thence Easterly and tracing the said Southerly boundary line of Section 30 938.3 feet to the place of beginning, excluding all land laying East of the Hood River for this project.

Section 31: SE1/4 NE1/4

Section 32: N1/2 NE1/4; SW1/4 NE1/4; The South 10 rods of SE1/4 NE1/4; SE1/4; S1/2 SW1/4

Section 33: SW1/4; S1/2 NE1/4; S1/2 NE1/4 NE1/4; S1/2 NW1/4 NE1/4; W1/2 NE1/4 NW1/4 NE1/4; NW1/4 NW1/4 NE1/4; W1/2 NW1/4 NW1/4; NE1/4 NW1/4 NW1/4; SE1/4 NW1/4 NW1/4 except the East 10 rods of the South 32 rods; W1/2 SE1/4 except the following tracts:

Beginning at an iron rod on the North-South centerline of the Southeast quarter of Section 33 (said iron rod bears North 01° 46' 27" East 1298.75 feet of the East 1/16 corner on the South line of said Section 33); thence North 88° 51' 26" West 72.49 feet to a fence corner; thence North 06° 50' 00" West, along said fenceline, 866.43 feet; thence continuing North 06° 50' 00" West, along said fenceline, to a point on the North line of the Southeast quarter of said Section 33; thence Easterly along said North line a distance of 276.92 feet, more or less, to the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 33; thence South 01° 46' 27" West, 1352.24 feet, more or less, along the said North-South centerline of the Southeast quarter of Section 33 to the point of beginning.

Beginning at an iron rod on the South line of Section 33 (said iron rod bears North 88° 51' 26" West, 1649.35 feet from the Southeast corner of said Section 33); thence North 2° 30' 44" East, 874.47 feet to an iron rod; thence South 88° 51' 26" East, 326.09 feet, more or less, to the North-South centerline of the Southeast quarter of Section 33; thence South 01° 46' 27" West, 874.27 feet, more or less, along the said North-South centerline of the Southeast quarter of Section 33 to the point of beginning.

TRACT 4: Lands Lying in Township 2 North, Range 9 East of the Willamette Meridian:

Section 1:SE1/4 SE1/4 except that tract conveyed to United States of America by Deed Record Number 20011681, dated 4/30/2001.

Section 12: NE1/4 except that tract conveyed to United States of America by Deed Record Number 20011681, dated 4/30/2001; SE1/4 except that tract conveyed to United States of America by Deed Record Number 20011681, dated 4/30/2001; SW1/4 except that tract conveyed to United States of America by Deed Record Number 20011681, dated 4/30/2001.

Section 13: All

Section 14: All

Section 15: All except that tract conveyed to Farmers Irrigation District by Deed Record Number 952748, dated 09/26/1995 in SE1/4 SE1/4.

Section 22: All except tract conveyed to Farmers Irrigation District by Deed Record Number 952748, dated 09/26/1995;

Also excluding the following:

A tract of land located in Sections 22 and 27, Township 2 North, Range 9 East of the Willamette Meridian, in the County of Hood River and State of Oregon being more particularly described as follows:
Beginning at a ¾" iron rod found at the northeast corner of said Section 22; thence South 00°19'26" West, a distance of 5199.96 feet to an iron pipe with 2 1/2" brass cap found at the southeast corner of said Section 22; thence North 33°25'10" West, a distance of 3262.00 feet to a 5/8" iron rod with yellow plastic cap marked "WYEAST LS 2393" which lies 100 feet easterly of the centerline of the stream connecting the Upper Green Point Reservoir with the Lower Green Point Reservoir, being a point on the exterior boundary of that tract of land conveyed to Farmers Irrigation District by deed recorded September 29, 1995 as Microfilm No. 952781, Hood River County Deed Records and the true point of beginning; thence South 60°52'29" East, a distance of 652.82 feet to a similar iron rod; thence South 18°50'09" West, a distance of 150.06 feet to a similar iron rod; thence South 68°24'05" West, a distance of 98.52 feet to a similar iron rod; thence South 72°56'48" West, a distance of 144.55 feet to a similar iron rod on the 3177.3 foot contour line (NAVD88 datum); thence along said contour line the following chord bearings and distances: South 12°06'36" West, a distance of 108.36 feet to a similar iron rod; South 31°00'07" West, a distance of 261.22 feet to a similar iron rod; South 34°50'35" West, a distance of 196.08 feet to a similar iron rod; South 30°53'49" West, a distance of 323.71 feet to a similar iron rod; South 29°20'31" West, a distance of 208.75 feet to a similar iron rod; South 17°46'02" West, a distance of 280.29 feet to a similar iron rod; South 16°04'40" West, a distance of 212.40 feet to a similar iron rod; South 15°59'05" West, a distance of 265.58 feet to a similar iron rod; South 19°12'23" West, a distance of 279.20 feet to a similar iron rod; South 08°02'04" West, a distance of 249.21 feet to a similar iron rod; South 27°28'15" West, a distance of 164.69 feet to a similar iron rod; thence leaving said 3177.3 foot contour line, South 01°44'10" West, a distance of 197.18 feet to a similar iron rod; thence North 89°36'58" West, a distance of 496.97 feet to a similar iron rod; thence North 03°07'34" East, a distance of 128.23 feet to a similar iron rod on the 3177.3 foot contour line; thence along said contour line the following chord bearings and distances: North 17°52'35" West, a distance of 134.43 feet to a similar iron rod; North 22°18'58" West, a distance of 150.55 feet to a similar iron rod; North 54°43'57" West, a distance of 225.42 feet to a similar iron rod; North 15°21'03" West, a distance of 216.44 feet to a similar iron rod; North 13°02'17" West, a distance of 277.54 feet to a similar iron rod; North 15°41'50" East, a distance of 329.95 feet to a similar iron rod; North 11°58'16" East, a distance of 330.05 feet to a similar iron rod; North 41°51'22" East, a distance of 332.56 feet to a similar iron rod; North 33°23 '09" East, a distance of 253.20 feet to a similar iron rod; North 31°28'12" East, a distance of 240.58 feet to a similar iron rod; North 08°03'24" East, a distance of 192.00 feet to a similar iron rod; North 26°29'16" East, a distance of 182.80 feet to a similar iron rod; North 22°11'51" East, a distance of 251.29 feet to a similar iron rod; thence leaving said 3177.3 foot contour line, North 25°38'48" West, a distance of 106.32 feet to a similar iron rod; thence North 19°01'39" East, a distance of 89.81 feet to a similar iron rod; thence South 84°11'31" East, a distance of 442.39 feet to a similar iron rod which lies 100 feet westerly of the centerline of the stream connecting the Upper Green Point Reservoir with the Lower Green Point Reservoir, being a point on the exterior boundary of said Farmers Irrigation District tract; thence North 83°24'08" East, a distance of 294.90 feet to the true point of beginning.

Excepting therefrom that portion conveyed to Farmers Irrigation District by deed recorded September 29, 1995 as Microfilm No. 952781, Hood River County Deed Records.

Section 23: All

Section 24: All

Section 25: W1/2; SE1/4

Section 26: NW1/4; NE1/4 SW1/4; SE1/4

Section 27: All

Section 28: E1/2

Section 33: NE1/4; N1/2 SE1/4; Gov't Lots 1 and 2

Section 34: NW1/4 SW1/4; Gov't Lots 1, 3, and 4

Section 35: NE1/4; NW1/4 NW1/4; N1/2 SE1/4; NE1/4 SW1/4; Gov't Lots 1, 2, 3 and 4

Section 36: Gov't. Lots 3 and 4; that portion of Gov't. Lot 2 and of the N1/2 SE1/4 lying North of the stream of the Hood River, excepting therefrom that tract of land conveyed to Pacific Power & Light Co. by deed recorded at Book 14, page 188; Lots 1 through 3, 6 through 16, 18 through 32, FORSYTHE ADDITION.

TRACT 5: Lands Lying in Township 1 North, Range 9 East of the Willamette Meridian

Section 1: Gov't. Lots 5 and 6; NE1/ SW1/4

Section 2: S1/2

Section 3: All

Section 4: SE1/4 NE1/4; Gov't. Lot 1

Section 22: S1/2 SE1/4; NE1/4 SE1/4; SE1/4 SW1/4

Section 23: S1/2 NW1/4; NW1/4 SW1/4

Section 26: W1/2 SW1/4; S1/2 SE1/4

Section 34: NE1/4; S1/2

Section 35: All

Section 36: W1/2

TRACT 6: Lands Lying in Township 1 North, Range 10 East of the Willamette Meridian:

Section 1: NE1/4 SE1/4; W1/2 SE1/4 lying South of the East Fork Irrigation ditch excepting therefrom the following:

Beginning at the Southwest Corner of Northwest Quarter of Southeast Quarter of Section1, Township 1 North; Range 10 East of Willamette Meridian, thence Southerly along center line of said section a distance of 5 chains; thence north 45° East until line intersects up hill side of East Fork Ditch right of way; thence northerly and westerly along said East Fork Ditch right of way until it crosses said center line of Section 1; thence Southerly along said center line of Section 1, 486 feet more or less to the point of beginning, containing six and one-half acres, more or less;

N1/2 SE1/4 SE1/4 excepting that tract portion conveyed to Bear Mountain Cherries, LLC, by Warranty Deed #2015-03097 dated 09/03/2015, described as follows:
Commencing at a 3" Brass cap monumenting the southeast corner of southeast quarter of said Section 1; thence North 08°01'46" East along the east line of the said southeast quarter a distance of 654. 00 feet to a 5/8" iron rod with cap, "County Surveyor", monumenting the northeast corner of the south half of the southeast quarter of the southeast quarter of said Section 1, said point being the point of beginning of the following described tract. Thence North 89°52'36" West along north line of said south half a distance of 807.97 feet to a 5/8" iron rod, L.S. 72306; thence North 02°53'23" West a distance of 140.81 feet to a point; thence North 07°16'49" East a distance of 70.66 feet to a point; thence North 29°01'01" East a distance of 85.85 feet to a point; thence North 17°40'46" East a distance of 122.69 feet to a 5/8" rod, L.S. 72306; thence North 61°48'54" East a distance of 109.49 feet to a point; thence North 48°44'27" East a distance of 175.84 feet to a 5/8" iron rod, L.S. 72306; thence South 86°11'53" East a distance of 102.22 feet to a point; thence South 67°15'33" East a distance of 56.99 feet to a point; thence South 40°16'49" East a distance of 126.47 feet to a point; thence South 28°12'54" East a distance of 160.58 feet to a 5/8" iron rod, L.S. 72306; thence South 56°07'18" East a distance of 145.81 feet to a point; thence South 83°55'52" East a distance of 95.60 feet to a 5/8" iron rod, L.S. 72306 monumenting a point on the east line of said southeast quarter; thence South 07°56'21" West along said east line a distance of 216.00 feet to the point of beginning.

Section 4: NE1/4; W1/2

Section 5: All

Section 6: Gov't Lots 1, 2, and 3; SE1/4 NE1/4; SE1/4 NW1/4; E1/2 SW1/4; SE1/4; SW1/4 NE1/4 except that parcel conveyed to Don Larsen by Deed record number 691590 dated December 4, 1968.

And the following parcel:

Starting at the Northwest Section Corner of Section 6, Township 1 North, Range 10 East of the Willamette Meridian, go East on the Section line to the West 1/16
between Section 31, Township 2 North, Range 10 East and Section 6, Township 1 North, Range 10, East Willamette Meridian about 1320 feet; then South 11 degrees West 20 feet; then West parallel to the North section line 1320 feet; thence North 11 degrees East 20 feet to the starting point, excluding the public road right of way.

Section 7: E1/2;

and the following parcels:
Beginning at the point where the East right of way line of the State Secondary Highway No. 281 crosses the East-West quarter section line of Section 7, Township 1 North, Range 10 East of the W.M., said point being approximately 1110 feet West of the center of said Section 7; and running thence in a Southerly direction along the East right of way line of said highway 1320 feet; thence East 330 feet; thence in a northerly direction parallel to the East right of way line of said highway 1320 feet to the East-West quarter section line of Section 7; thence West along said quarter section line 330 feet to the place of beginning, except that portion conveyed to the State Highway Commission by deed recorded at Book 28, page 608.

Section 8: All

Section 9: S1/2; NW1/4; W1/2 NE1/4; S1/2 S1/2 SE1/4 NE1/4

Section 10: Gov't. Lots 11, 12, 14 and the S1/2 S1/2 of Gov't Lot 5

Section 12: S1/2 NW1/4; S1/2; S1/2 NE1/4;

And the following parcel:

Commencing at a 3" Brass cap monumenting the northeast corner of the northeast quarter of said Section 12; Thence South 89°57'01" West along the north line of the said northeast quarter a distance of 1,339.64 feet to a 5/8" iron rod monumenting the northwest corner of the northeast quarter of the northeast quarter of said Section 12; thence South 00°23'33" West along the west line of the said northeast quarter of northeast quarter a distance of 651.63 feet to a 5/8" iron rod, "County Surveyor" monumenting the southwest corner of the north half of the northeast quarter of the northeast quarter of said section 12; thence continuing South 00°23'33" West a distance of 390.97 feet to a 5/8" iron rod, L.S. 72306 and the point of beginning of the following described tract. Thence South 37°43'20" West a distance of 123.55 feet to a 5/8" iron rod, L.S. 72306; thence South 89°14'29" West a distance of 596.78 feet to a 5/8" iron rod, L.S. 72306; thence South 77°06'46" West a distance of 683.77 feet to the southwest corner of the northwest quarter of the northeast quarter of Section 12; thence South 89°51'47" East along south line of said quarter-quarter a distance of 1337.08 feet to the southeast corner thereof; thence North 00°23'33" East along east line of said quarter-quarter a distance of 261.33 feet to the point of beginning.

And the following parcel:

Commencing at a 3" Brass cap monumenting the northeast corner of the northeast quarter of said Section 12; Thence South 00°29'39" West along the east line of said quarter-quarter a distance of 412.47 feet to a 5/8" iron rod, L.S. 72306 monumenting the point of beginning of this description; thence South 71°58'21" West a distance of 643.84 feet to a 5/8" iron rod, L.S. 72306; thence South 58°37'25" West a distance of 80.07 feet to a 5/8" iron rod, L.S. 72306 monumenting a point on the south line of the north half of the northeast quarter of the northeast quarter of said Section 12; thence South 89°56'47" East a distance of 678.51 feet to a 5/8" iron rod, "County Surveyor" monumenting the southeast corner of said north half; thence North 00°29'39" East along east line of said northeast quarter of northeast quarter of said Section 12 a distance of 241.58 feet to the point of beginning.

And the S1/2 NE1/4 NE1/4 excepting therefrom: A tract beginning at a 3" Brass cap monumenting the northeast corner of the northeast quarter of said Section 12; Thence South 89°57'01" West along the north line of the said northeast quarter a distance of 1,339.64 feet to a 5/8" iron rod monumenting the northwest corner of the northeast quarter of the northeast quarter of said Section 12; thence South 00°23'33" West along the west line of the said northeast quarter of northeast quarter a distance of 651.63 feet to a 5/8" iron rod, "County Surveyor" monumenting the south line of the north half of the northeast quarter of the northeast quarter monumenting the point of beginning of the following described tract. Thence continuing South 00°23'33" West along quarter-quarter line a distance of 390.97 feet to a 5/8" iron rod, L.S. 72306; thence North 59°29'56" East a distance of 769.06 feet to a 5/8" iron rod, L.S. 72306 monumenting a point on the south line of said north half of northeast quarter of the northeast quarter; then North 89°56'47" West a distance of 659.96 feet to point of beginning.

Section 13: N1/2 NE1/4; SW1/4 NE1/4; E1/2 NW1/4; SW1/4 NW1/4; SW1/4 SW1/4

Section 14: E1/2; SW1/4; E1/2 NW1/4; The East 10 acres of SW1/4 NW1/4

Section 15: Gov't. Lot 12 and the following parcel:

Commencing at the Northwest corner of Section 15, Township 1 North, Range 10 East of the W.M.; thence South 87° 31' 48" East a distance of 1239.52 feet; thence South 29° 41' 47" West a distance of 499.23 feet; thence South 60° 18' 14" East a distance of 488.30 feet; thence South 00° 38' 19" East a distance of 1241.16 feet; thence South 00° 38' 19" East a distance of 658.91 feet; thence North 88° 23' 32" West a distance of 1408.09 feet; thence North 00° 38'19" West a distance of 2589.60 feet to the point of beginning.

And the following parcel:

Gov't. Lot 11, except that portion thereof conveyed to the State of Oregon by and through its State Highway Commission by deed recorded at Book 27, page 187 and Microfilm No. 902517.

And the following parcel:

SE1/4 SE1/4 lying East of the East Fork Irrigation Ditch

Section 16: N1/2; N1/2 S1/2; SE1/4 SE1/4

Section 17: NE1/4; N1/2 NW1/4; SE1/4 NW1/4; N1/2 SE1/4; N1/2 SW1/4; SW1/4 SW1/4 excepting therefrom that portion lying South of the 60-foot strip of land conveyed to the Mount Hood Railroad Company by deed recorded at Book 3, page 120; and excepting that portion conveyed to Duane & Carol Perron, Deed Recorded October 16, 1995, Microfilm No. 952956, excluding all land laying South of the Hood River for this project.

Section 18: N1/2 NE1/4; E1/2 NW1/4 excepting therefrom that tract of land conveyed to the State of Oregon by and through its State Highway Commission by deed recorded at Deed Book 26, page 596; and that tract of land conveyed to the Mount Hood Railroad Company; SW1/4 NE1/4 excepting the E1/3, and also excepting therefrom that tract of land conveyed to the State of Oregon by and through its State Highway Commission by deed recorded at Deed Book 24, page 297; and that tract of land conveyed to the Mount Hood Railroad Company; NE1/4 SE1/4 excepting that tract of land conveyed to the Mount Hood Railroad Company, excluding all land laying South of the Hood River for this project; NE1/4 NW1/4 SE1/4 lying North of the East Fork of the Hood River; NE1/4 NE1/4 SW1/4 lying North of the East Fork of the Hood River, excepting therefrom that tract of land conveyed to the State of Oregon by and through its State Highway Commission Highway 281.

Section 22: Gov't. Lots 1 and 8

Section 23: All

Section 24: All

Section 26: E1/2 NE1/4; SW1/4 SW1/4

Section 27: Gov't. Lots 1, 8, 9, 10, 15 and 16; E1/2 of Gov't. Lot 7

Section 33: Beginning at a point 42 rods South of the Northeast corner of the Southeast quarter of Section 33; thence West approximately 110 rods to the center of the channel of the East Fork of the Hood River; thence in a Southerly direction along the center of the channel of said river to the base line; thence East approximately 80 rods to the Southeast corner of said Section 33; thence North to the point of beginning, excepting therefrom the following;

(a) Commencing at the Northeast corner of the Southeast quarter of the Southeast quarter of Section 33, and running thence North 640 feet to a point; thence South 88° 59' West 600 feet to a bluff; thence South 28° 40' East 727 feet to a point; thence East 250 feet plus to the point of beginning; and

(b) That portion conveyed to the State of Oregon by and through its State Highway Commission by deed recorded at Deed Book 63, page 131.

Section 34: N1/2 NE1/4; SE1/4 NE1/4; SE1/4; E1/2 SW1/4; and that tract in the SW1/4 SW1/4 lying Westerly of Oregon State Highway 35 per Deed Book 63, page 131.

Section 36: All

TRACT 7 : Lands Lying in Township 1 North, Range 11 East of the Willamette Meridian:

Section 4: All

Section 5: Gov't. Lots 1, 2, 3 and 4; S1/2 NE1/4; SE1/4 NW1/4; E1/2 SW1/4; SE1/4

Section 6: W1/2 SE1/4; E1/2 SW1/4; Gov't Lots 6 and 7 except that portion of Gov't Lot 7 conveyed to Bear Mountain Cherries, LLC described as follows:

Beginning at a 3" Brass cap monumenting the southwest corner of Section 6; thence North 08°01'46" East along the west line of said Section 6 a distance of 654.00 feet to a 5/8" iron rod with cap, "County Surveyor"; thence continuing North 07°56'21" East along the west line of said Section 6 a distance of 216.00 feet to a 5/8" iron rod, L.S. 72306 monumenting the beginning of a non-tangential curve whose chord bears South 43°08'47" East a distance of 299.02 feet, Radius measures 300.90 feet; thence along said curve through the central angle of 59°35'15" a distance of 312.93 feet to a 5/8" iron rod, L.S. 72306; thence South 06°24'14" East a distance of 41.81 feet to a point; thence South 20°08'04" West a distance of 45.94 feet to a point; thence South 12°28'15" East a distance of 100.69 feet to a point; thence South 02°35'17" West a distance of 23.42 feet to a point; thence South 21°03'13" West a distance of 94.91 feet to a point; thence South 06°56'17" West a distance of 274.25 feet to a point; thence South 21°34'51" West a distance of 87.35 feet to a 5/8" iron rod, L.S. 72306 monumenting a point on the south line of said Section 6, thence North 88°45'57" West along the south line of said Section 6 a distance of 235.91 feet to the point of beginning.

SE1/4 NW1/4; SW1/4 NE1/4; and the following parcel:
Beginning at the Northwest corner of the Northwest quarter of the Southeast quarter of the Northeast quarter; thence North 87° 50' 28" East 400 feet; thence South 01° 53' 54" West 198.88 feet; thence South 00° 47' 39" West 374 feet; thence South 88° 20' 22" West 396 feet; thence North 00° 47' 39" East 569.19 feet to the point of beginning

And the following parcel:

Beginning at the Northwest corner of the Southeast quarter of the Southeast quarter of Section 6; thence North 88° 39' 20" East 1015.78 feet more or less to the West right of way of Fir Mountain County Road; thence Southeasterly along right of way to a point 214.50 feet North of the Southeast corner of the Southeast quarter; thence South 88° 58' 13" West 334.43 feet; thence North 00° 09' 15" East 660 feet; thence South 88° 39' 20" West 990 feet; thence North 00° 09' 15" East 445.49 feet to the point of beginning.

Section 7: NW1/4 NE14; SE1/4 NE1/4; NE1/4 NW1/4; Gov't. Lot 1, except that tract portion conveyed to Bear Mountain Cherries, LLC described as follows:

Beginning at a 3" Brass cap monumenting the Northwest corner of Section 7; thence South 88°45'57" East along the north line of Section 7 a distance of 235.91 feet; thence South 11°40'57" West a distance of 335.75 feet to a 5/8" iron rod, L.S. 72306; thence South 65°22'25" West a distance of 188.58 feet to a 5/8" iron rod, L.S. 72306 set on the west line of Section 7; thence North 00°29'39" East along the west line of Section 7 a distance of 412.47 feet to the point of beginning.

Gov't. Lots 2, and 3; NE1/4 SW1/4; NE1/4 SE1/4; and the following parcel:

Beginning at a point in the East line of Section 7 that is 1099.01 feet South of the Northeast corner of Section 7; thence South along the East
line a distance of 214.58 feet; thence North 88° 03' 14" West a distance of 1,330.48 feet, thence North 00° 40' 53" East a distance of 214.55 feet,
thence South 88° 03' 14" East a distance of 1,329.52 feet to the point of beginning.

Section 8: NE1/4 NW1/4; NW1/4 NE1/4; NW1/4 SW1/4; Lots 21 through 36, 57 through 64 GLENHURST ORCHARDS.

Section 9: All

Section 17: Beginning at the Southeast corner of Section 17; thence North 89° 58' 51" West 1328.30 feet to the point of beginning; thence North 00° 58' 25" West a distance of 1764.80 feet; thence North 89° 55' 36" West a distance of 2,638.82 feet; thence South 00° 23' 45" East a distance of 1,767.08 feet; thence South 89° 58' 51" East a distance of 2,656.60' to the point of beginning.

Section 18: Gov't. Lots 2 and 3; SE1/4 NW1/4; E1/2 SW1/4

Section 19: NW1/4 NE1/4; SE1/4 NE1/4; NE1/4 NW1/4

Section 20: NE1/4; E1/2 NW1/4; SW1/4 NW1/4; N1/2 SW1/4

Section 28: NE1/4

Section 30: W1/2 SE1/4; E1/2 SW1/4

Section 31: All

TRACT 8 : Lands Lying in Township 1 South, Range 10 East of the Willamette Meridian:

Section 4: Gov't. Lot 3 Gov't Lot 4, excepting therefrom the North 630 feet and also excepting that portion of said Gov't. Lot 4 conveyed to the State Highway Commission by deed recorded at Book 63, page 131; SW1/4 NW1/4 excepting therefrom that portion lying Westerly of the Oregon State Highway 35.

Section 5: Gov't. Lot 1 lying West of the Oregon State Highway 35, except that strip of land 150 feet wide conveyed to the State of Oregon by and through its State Highway Commission by deed recorded at Book 63, page 131; NE1/4 NW1/4 NE1/4 lying North of the East Fork of the Hood River.

Section 9: S1/2 NE1/4, SE1/4 NW1/4, NE1/4 SW1/4, W1/2 SE1/4

Section 18: Gov't. Lot 2; Gov't. Lot 3, except the East 20 acres thereof; and the following parcel: all that portion of the N1/2 SE1/4 NW1/4 lying West of a line described as:

Beginning on the North line of said legal subdivision about 50 feet West of a spring run and thence in a Southwesterly direction not closer than 10 feet to the run at any point to a point 50 feet West of the spring and in said direction to the South line of the North half of said legal subdivision.

And the following parcel:

All that portion of the S1/2 of the SW1/4, lying Northwesterly of Laurance Lake Road.

Section 19: All that portion of the NW1/4 lying Northwesterly of Laurance Lake Road.

And the following parcel:

That portion of the SE1/4 SE1/4 which lies Westerly of the Cooper Spur Road, also known as Mt. Hood Loop Highway; and the E1/2 SE1/4 SE1/4 that lies Easterly of the Cooper Spur Road, also known as Mt. Hood Loop.

Section 20: SE1/4 NW1/4; SW1/4 SW1/4; E1/2 SW1/4; SE1/4; S1/2 NE1/4; NE1/4 NE1/4, less and except that portion of said Section 20, lying Southerly of a line, which is Northwesterly of and 700-feet distant, when measure at right angles, from the centerline of the Mt. Hood Highway #35 and Northwesterly of the Westerly right-of-way line of said Highway and those tracts of land conveyed to the State of Oregon by and through its State Highway Commission by deeds recorded at Microfilm No. 820468.

Section 21: NE1/4; W1/2 SE1/4; S1/2 SW1/4; all that portion of the NW1/4 and NW1/4 SW1/4 excepting the tract of land conveyed to the State of Oregon by and through its State Highway Commission by deed from L. Sterling Hanel, et al, recorded in Book 63, Page 333, deed records of Hood River County as corrected by deed between the same parties in Book 64, Page 522, deed records of Hood River County. Also the West 120 feet of the NW1/4 SW1/4 lying southerly of the southerly line of that tract of land conveyed to the State of Oregon by and through its State Highway Commission by deed from L. Sterling Hanel, et al, in Book 63, Page 333, deed records of Hood River County as corrected by deed between the same parties in Book 64, Page 522, deed records of Hood River County.

Section 29: NE1/4; SE1/4; SW1/4; E1/2 NW1/4; SW1/4 NW1/4; excepting therefrom those tracts of land conveyed to the State of Oregon by and through its State Highway Commission by deeds recorded at Book 63, page 131; Book 63, page 333; Book 64, page 522; Microfilm No. 710872, Microfilm No. 820468 and Microfilm No. 840535 Records of Hood River County, Oregon.

Section 30: N1/2 SE1/4; Gov't. Lot 3; NE1/4 SW1/4; Gov't. Lot 4 and SE1/4 SW1/4

TRACT 9: Lands Lying in Township 1 South, Range 9 East of the Willamette Meridian:

Section 13: E1/2 W1/2; W1/2 SE1/4; Gov't. Lots 3 and 4

Section 24: E1/2 W1/2;

All that portion of the NE1/4 lying Northwesterly of Laurance Lake Drive.

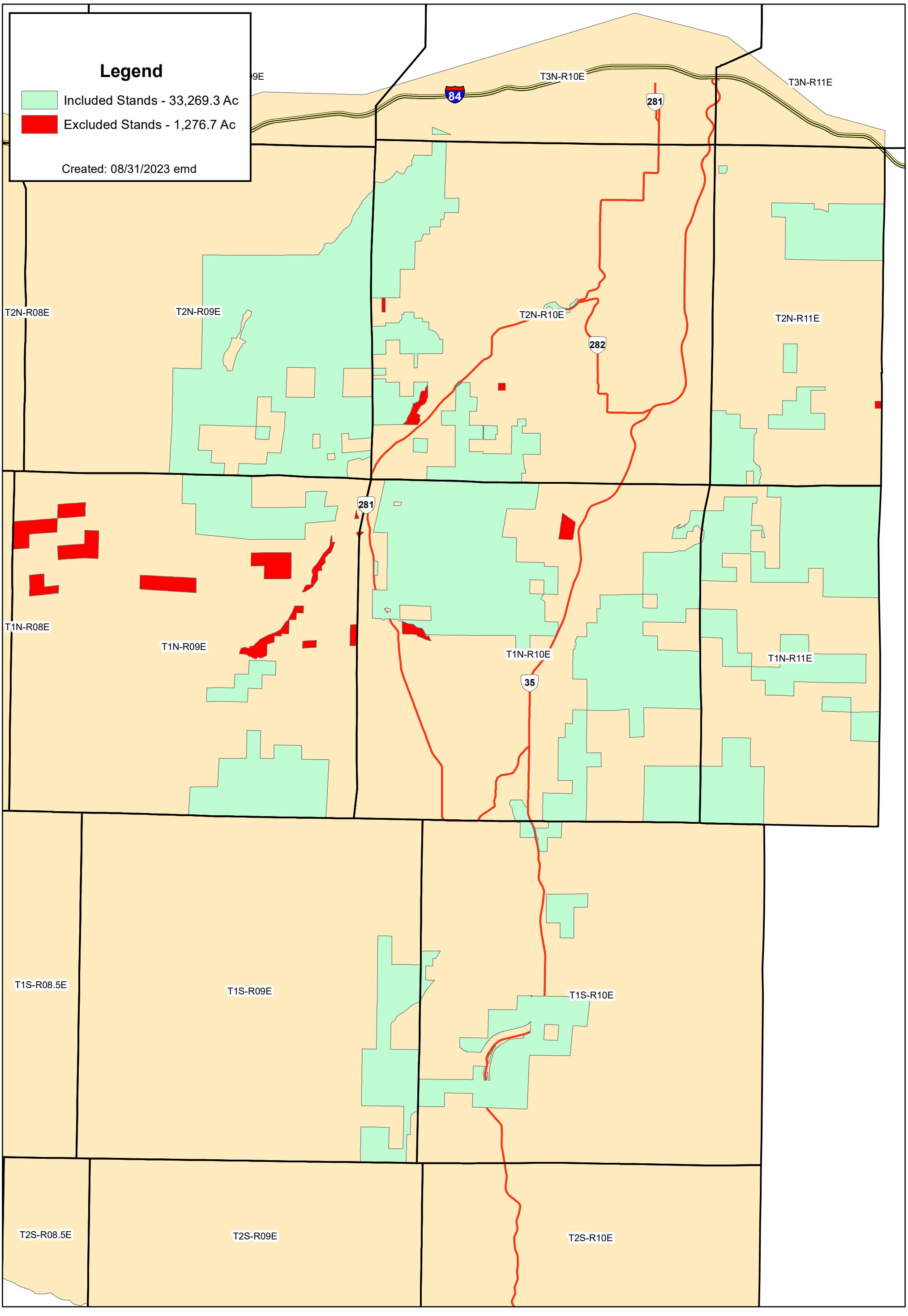
All that portion of the NW1/4 SE1/4 lying Northwesterly of Laurance Lake Drive.

Section 25: All

Section 36: S1/2 S1/2 NW1/4; SW1/4; SW1/4 SE1/4; W1/2 W1/2 E1/2 SE1/4; E1/2 NE1/4 excepting the following portion:

Beginning at East 1/4 corner of said Section 36; thence West along the South line of said Northeast 1/4 to the Southwest corner of the East 1/2 of the East 1/2 of said Northeast ¼; thence North along the West line of said East 1/2 of the East 1/2 a distance of 1,900 feet more or less to the intersection with Southerly line of an existing forest practices road; thence along said southerly line in a northeasterly direction 750 feet more or less to the intersection with the East line of said Section 36; thence South along said East line 2,200 feet more or less to the point of beginning.

Hood River County
Carbon Project Map - August 31, 2023



SCHEDULE 1

EXISTING ENCUMBRANCES

The following affects Tract 1: Lands Lying in Township 3 North, Range 10 East of the Willamette Meridian

1. Easement, including the terms and provisions thereof:
   For : Right of Way for ditch, canal or flume
   Granted to : Hood River Irrigation District
   Recorded : December 24, 1910
   Book : 5
   Page : 291

2. Easement, including the terms and provisions thereof as reserved in Warranty Deed:
   For : Right of Way for Irrigation ditch
   Recorded : May 18, 1816
   Book : 10
   Page : 582

3. Easement, including the terms and provisions thereof as disclosed by Judgment:
   For : electric transmission and distribution lines
   Granted to : United States of America
   Recorded : June 13, 1941
   Book : 28
   Page : 626

4. Easement, including the terms and provisions thereof:
   For : Access
   Granted to : United States of America
   Recorded : April 10, 2017
   As : 201701189

The following affects Tract 2: Lands Lying in Township 2 North, Range 11 East of the Willamette Meridian

5. Easement, including the terms and provisions thereof:
   For : Right of Way
   Granted to : East Fork Irrigation District
   Recorded : November 28, 1897
   Book : H
   Page : 557
   Affects : Tax Lot 1900 Section 2

6. Easement, including the terms and provisions thereof:
   For : Right of Way
   Granted to : East Fork Irrigation District
   Recorded : November 29, 1897
   Book : H
   Page : 562
   Affects : Tax Lot 200 Section 31

7. Easement, including the terms and provisions thereof:
   For : Right of Way
   Recorded : June 3, 1910
   Book : 4
   Page : 464
   Affects : Tax Lot 1400 Section 6

8. Easement, including the terms and provisions thereof:
   For : Right of Way
   Recorded : June 3, 1910
   Book : 4
   Page : 466

9. Easement, including the terms and provisions thereof:
   For : electric transmission and distribution lines
   Granted to : Pacific Power and Light Company
   Recorded : June 7, 1911
   Book : 6
   Page : 92
   Affects : Tax Lot 200 Section 8

10. Easement, including the terms and provisions thereof, reserved in Warranty Deed :
   For : roadway
   Recorded : April 20, 1912
   Book : 7
   Page : 119
   Affects : Tax Lot 500 Section 8

11. Easement, including the terms and provisions thereof:
   For : electric transmission and distribution lines
   Granted to : United States of America
   Recorded : January 22, 1941
   Book : 28
   Page : 464
   Affects : Tax Lot 1400 Section 6

12. Easement, including the terms and provisions thereof:
   For : perpetual easement
   Granted to : The Pacific Telephone and Telegraph Company
   Recorded : December 11, 1941
   Book : 29
   Page : 162
   Affects : Tax Lot 200 Section 8 & Tax Lot 100 Section 9

13. Easement, including the terms and provisions thereof:
   For : Pacific Power and Light Company
   Granted to : electric transmission and distribution lines
   Recorded : February 9, 1949
   Book : 39
   Page : 558
   Affects : Tax Lot 200 Section 31

14. Easement, including the terms and provisions thereof:
    For : Access
    Granted to : United States of America
    Recorded : September 16, 1963
    Book : 74
    Page : 138
    Affects : Tax Lot 1400 Section 6

15. Easement, including the terms and provisions thereof:
    For : ingress and egress
    Recorded : January 18, 1982
    As : 820078
    Affects : Tax Lot 3300

16. Easement, including the terms and provisions thereof:
    For : ingress and egress
    Recorded : January 18, 1982
    As : 820079
    Affects : Tax Lot 3300

17. Roadway Easement and Maintenance Agreement, including the terms and provisions thereof:
    Recorded : February 16, 1982
    As : 820226
    Affects : Tax Lot 3300

18. Reciprocal Easement Agreement, including the terms and provisions thereof:
    Recorded : February 9, 1994
    As : 940468
    Affects : Tax Lot 1600 Section 20

19. Easement, including the terms and provisions thereof:
    For : Underground utility and communication lines
    Recorded : May 10, 2000
    As : 20001669
    Affects : Tax Lot 200 Section 31

20. Easement, including the terms and provisions thereof:
    For : Access and Utility
    Recorded : March 20, 2008
    As : 200800944
    Affects : Tax 200 Section 31

21. Easement, including the terms and provisions thereof:
    For : irrigation line
    Granted to : East Fork Irrigation District
    Recorded : January 13, 2021
    As : 202100202
    Affects : Tax Lot 1900 Section 30 and Tax Lot 200 Section 31

The following affects Tract 3 Land Lying in Township 2 North, Range 10 East of the Willamette Meridian:

22. Easement, including the terms and provisions thereof:
    For : Right of Way
    Granted to : Mt Hood Railway Company
    Recorded : February 13, 1906
    Book : H
    Page : 144
    Affects : Tax Lot 1200 Section 29

23. Easement, including the terms and provisions thereof:
    For : Right of Way
    Granted to : Middle Fork Irrigation District
    Recorded : September 2, 1908
    Book : 1
    Page : 222
    Affects : Tax Lot 100 Section 32

24. Easement, including the terms and provisions thereof as disclosed by :
    For : Right of Way
    Granted to : City of Hood River
    Recorded : May 16, 1910
    Book : 4
    Page : 398
    Affects : Tax Lot 2600 Section 15

25. Easement, including the terms and provisions thereof:
    For : Right of Way
    Granted to : City of Hood River
    Recorded : May 29, 1929
    Book : 21
    Page : 467
    Affects : Tax Lot 1200 Section 29

26. Lease, including the terms and provisions thereof:
    Lessor : Hood River County
    Lessee : Odell 4-H Forestry Club
    Dated : April 21, 1937
    Recorded : April 21, 1937
    Book : 26
    Page : 83
    Affects : Tax Lot 100 Section 32

27. Easement, including the terms and provisions thereof:
    For : Underground cables
    Granted to : The Pacific Telegraph and Telephone Company
    Recorded : December 11, 1941
    Book : 29
    Page : 163
    Affects : Tax Lot 200 Section 5

28. Easement, including the terms and provisions thereof:
    For : Underground cables
    Granted to : The Pacific Telegraph and Telephone Company
    Recorded : December 11, 1941
    Book : 29
    Page : 173
    Affects : Tax Lot 200 Section 5

29. Easement, including the terms and provisions thereof:
    For : electric transmission and distribution lines
    Granted to : Pacific Power and Light Company
    Recorded : February 23, 1949
    Book : 39
    Page : 602
    Affects : Tax Lot 200 Section 33

30. Easement, including the terms and provisions thereof:
    For : electric transmission and distribution lines
    Granted to : Pacific Power and Light Company
    Recorded : September 9, 1949
    Book : 41
    Page : 208
    Affects : Tax Lot 1600 Section 15

31. Easement, including the terms and provisions thereof:
    For : electric transmission and distribution lines
    Granted to : Pacific Power and Light Company
    Recorded : September 17, 1951
    Book : 46
    Page : 111
    Affects : Sections 29 & 31

32. Easement, including the terms and provisions thereof:
    For : Right of Way
    Recorded : February 24, 1955
    Book : 54
    Page : 384
    Affects : Tax Lot 400 Section 19

33. Easement, including the terms and provisions thereof:
    For : Right of Way
    Recorded : February 24, 1955
    Book : 54
    Page : 386
    Affects : Tax Lot 400 Section 19

34. Easement, including the terms and provisions thereof:
    For : Right of Way
    Granted to : Walter Shellman etux, etal.
    Recorded : April 7, 1977
    As : 770800
    Affects : Tax Lot 200 Section 33

35. Easement, including the terms and provisions thereof:
    For : electric transmission and distribution lines
    Granted to : Hood River Electric Cooperative
    Recorded : June 2, 1978
    As : 782219
    Affects : Tax Lot 200 Section 33

36. Easement, including the terms and provisions thereof:
    For : electric transmission and distribution lines
    Granted to : Pacific Power and Light Company
    Recorded : August 31, 1981
    As : 782219
    Affects : Tax Lot 200 Section 33

37. Easement, including the terms and provisions thereof:
    For : pipelines
    Granted to : Farmers Irrigation District
    Recorded : July 28, 1989
    As : 892091
    Affects : Tax Lot 400 Section 19

38. Easement, including the terms and provisions thereof as disclosed in Warranty Deed :
    For : roadway and utility purposes
    Recorded : December 29, 1989
    As : 893524
    Affects : Tax Lot 200 Section 5

39. Easement, including the terms and provisions thereof:
    For : electric transmission and distribution lines
    Granted to : Hood River Electric Cooperative
    Recorded : October 18, 1990
    As : 902659
    Affects : Tax Lot 500 Section 33

40. Easement, including the terms and provisions thereof:
    For : electric transmission and distribution lines
    Granted to : Pacificorp dba Pacific Power and Light Company
    Recorded : December 14, 1994
    As : 944233
    Affects : Tax Lot 200 Section 5

41. Easement, including the terms and provisions thereof:
    For : electric transmission and distribution lines
    Granted to : Pacificorp dba Pacific Power and Light Company
    Recorded : December 14, 1994
    As : 944234
    Affects : Tax Lot 200 Section 5

42. Easement, including the terms and provisions thereof:
    For : hydrogeneration and irrigation equipment
    Granted to : Farmers Irrigation District
    Recorded : September 29, 1995
    As : 952780
    Affects : Tax Lot 400 Section 19

43. Reciprocal Easement, including the terms and provisions thereof:
    For : Right of Way
    Granted to : Longview Fibre Company
    Recorded : July 8,1999
    As : 993205
    Affects : Sections 28-30, 32-33

    Said instrument was:
    Re-recorded : April 3, 2000
    Fee No. : 200001247

44. Declaration of Deed Restrictions, including the terms and provisions thereof:
    Recorded : May 2, 2002
    As : 20022138

45. Easement, including the terms and provisions thereof:
    For : irrigation pipline
    Granted to : East Fork Irrigation District
    Recorded : October 20, 2016
    As : 201603624
    Affects : Tax Lot 1200 Section 29

The following affects Tract 4: Lands Lying in Township 2 North, Range 9 East of the Willamette Meridian:

46. Easement, including the terms and provisions thereof:
    For : Right of Way
    Granted to : Davenport Bros Lumber
    Recorded : November 8, 1901
    Book : I
    Page : 380
    Affects : Section 28

47. Easement, including the terms and provisions thereof as reserved in Warranty Deed :
    For : Right of Way for ditch, canal or flume
    Recorded : February 12, 1903
    Book : J
    Page : 272
    Affects : Sections 21-23, 27-29

48. Easement, including the terms and provisions thereof:
    For : Right of Way
    Granted to : H. R. Irrigation District
    Recorded : August 6, 1906
    Book : K
    Page : 106
    Affects : Section 36

49. Agreement, including the terms and provisions thereof:
    Regarding : water pipe
    Recorded : July 17, 1909
    Book : 3
    Page : 12
    (Section 23 & 25)

50. Covenants, Conditions and Easements, including the terms and provisions thereof, as shown on the recorded plat of FORSYTHE .
    See recorded plat for details
    (Section 35)

51. Easement, including the terms and provisions thereof as reserved in Warranty Deed :
    For : Right of Way for ditch, canal or flume
    Recorded : May 10, 1910
    Book : 4
    Page : 371
    Affects : Sections 22, 27-28

52. Easement, including the terms and provisions thereof:
    For : Right of Way
    Recorded : July 30, 1912
    Book : 7
    Page : 302
    Affects : Section 35

53. Easement, including the terms and provisions thereof:
    For : Right of Way and water right
    Recorded : July 30, 1912
    Book : 7
    Page : 304
    Affects : Section 35

54. Easement, including the terms and provisions thereof:
    For : Right of Way
    Recorded : August 19, 2013
    Book : 8
    Page : 412
    Affects : Section 23 & 25

55. Mineral Reservation, including the terms and provisions thereof:
    Reserved by : United States of America
    Recorded : May 26, 1954
    Book : 52
    Page : 574
    Affects : Section 1

56. Easement, including the terms and provisions thereof:
    For : Right of Way
    Granted to : United States of America
    Recorded : February 19, 1958
    Book : 61
    Page : 475
    Affects : Sections 12 & 13

57. Easement, including the terms and provisions thereof:
    For : access road for timber
    Granted to : United States of America
    Recorded : October 4, 1962
    Book : 71
    Page : 669
    Affects : Section 22

58. Agreement, including the terms and provisions thereof:
    Regarding : Timber
    Between : Hood River County
    And : Hanel Lumber Co.
    Recorded : July 27, 1965
    Book : 7
    Page : 399

59. Easement, including the terms and provisions thereof:
    For : Right of Way
    Recorded : September 9, 1969
    As : 691285
    Affects : Section 24

60. Easement, including the terms and provisions thereof as disclosed in Warranty Deed :
    For : irrigation pipe line
    Recorded : March 28, 1975
    As : 750556
    Affects : Section 36

61. Easement, including the terms and provisions thereof as reserved in Patent :
    For : Right of Way
    Granted to : United States of America
    Recorded : September 3, 1981
    As : 811650
    Affects : Sections 14-15, 22, 27 & 33

62. Conditions & Restrictions, including the terms and provisions thereof, in Timber Deed:
    Recorded : September 25, 1987
    As : 872038
    (Section 23)

63. Easement, including the terms and provisions thereof as reserved in :
    For : Reservoir Uses
    Granted to : Farmers Irrigation District
    Recorded : September 25, 1987
    As : 952748
    Affects : Sections 15 & 22

64. Agreement, including the terms and provisions thereof:
    Regarding : Reservoir Uses
    Between : Farmers Irrigation District
    And : Hood River County
    Recorded : September 26, 1995
    As : 952748

65. Easement, including the terms and provisions thereof:
    For : Hydrogeneration & Irrigation Equipment
    Granted to : Farmers Irrigation District*
    Recorded : September 29, 1995
    As : 952780

66. Terms, conditions and restrictions and easement reservations contained in Tripartite Agreement:
    Dated : December 14, 1999
    Recorded : December 21, 1999
    Recording No. : 995544
    (Sections 5-6 & 11-14)

67. Reciprocal Easement, including the terms and provisions thereof:
    For : Right of Way
    Granted to : Longview Fibre Company
    Recorded : July 8, 1999
    As : 993205
    Affects : Sections 24, 26, 34-36

    Said instrument was:
    Re-recorded : April 3, 2000
    Fee No. : 200001247

68. Easement, including the terms and provisions thereof as reserved in Bargain and Sale Deed:
    For : Right of Way
    Granted to : United States of America
    Recorded : April 30, 2001
    As : 20011681
    Affects : Section 12

The following affects TRACT 5: Lands Lying in Township 1 North, Range 9 East of the Willamette Meridian

69. Easement, including the terms and provisions thereof:
    For : Right of Way
    Recorded : July 31, 1913
    Book : 8
    Page : 380
    Affects : Sections 1 & 2

70. Easement, including the terms and provisions thereof:
    For : Right of Way for electric transmission and distribution lines
    Granted to : United States of America
    Recorded : April 20, 1948
    Book : 37
    Page : 343
    Affects : Section 2

71. Easement, including the terms and provisions thereof:
    For : Right of Way for roadway repair & electric transmission and distribution lines
    Granted to : United States of America
    Recorded : June 18, 1952
    Book : 48
    Page : 126
    Affects : Section 2

72. Easement, including the terms and provisions thereof:
    For : Right of Way for roadway repair & electric transmission and distribution lines
    Granted to : Hood River County
    Recorded : February 17, 1954
    Book : 52
    Page : 28
    Affects : Section 2

73. Memorandum of Understanding, including the terms and provisions thereof:
    Regarding : roadways
    Between : Hood River County
    And : United States of America
    Recorded : January 17, 1963
    Book : 72
    Page : 347
    (Sections 1 & 3)

74. Easement, including the terms and provisions thereof:
    For : perpetual for road
    Granted to : State of Oregon
    Recorded : December 18, 1969
    As : 691788
    Affects : Tax Lot 5400 Section 26

75. Easement, including the terms and provisions thereof:
For : roadway purposes
Granted to : U. S Plywood Corporation
Recorded : April 8,1975
As : 750606
Affects : Section 2

76. Reciprocal Easement, including the terms and provisions thereof:
For : Right of Way
Granted to : Longview Fibre Company
Recorded : July 8, 1999
As : 993205
Affects : Sections 3, 11,13, 26, 34-35

Said instrument was:
Re-recorded : April 3, 2000
Fee No. : 200001247

TRACT 6: Lands Lying in Township 1 North, Range 10 East of the Willamette Meridian:

77. Easement, including the terms and provisions thereof:
For :Right of Way
Granted to : East Fork Irrigation District
Recorded : November 29, 1897
Book : H
Page : 548
Affects : Sections 15 & 22

78. Easement, including the terms and provisions thereof:
For : Right of Way
Granted to : East Fork Irrigation District
Recorded : November 28, 1897
Book : H
Page : 549
Affects : Section 27

79. Easement, including the terms and provisions thereof:
For : Right of Way
Granted to : East Fork Irrigation District
Recorded : November 29, 1897
Book : H
Page : 556
Affects : Sections 15 & 22

80. Easement, including the terms and provisions thereof:
For : Right of Way
Granted to : East Fork Irrigation District
Recorded : February 4, 1901
Book : F
Page : 356
Affects : Section 27

81. Easement, including the terms and provisions thereof:
For : Right of Way
Granted to : East Fork Irrigation District
Recorded : February 4, 1901
Book : F
Page : 365
Affects : Sections 34

82. Easement, including the terms and provisions thereof:
For : Right of Way
Granted to : East Fork Irrigation District
Recorded : December 7, 1905
Book : J
Page : 66
Affects : Section 4

83. Easement, including the terms and provisions thereof:
For : Right of Way
Granted to : East Fork Irrigation District
Recorded : December 11, 1905
Book : H
Page : 7
Affects : Section 27

84. Easement, including the terms and provisions thereof as reserved in :
For : access crossings
Recorded : January 13, 1908
Book : M
Page : 171
Affects : Section 18

85. Easement, including the terms and provisions thereof:
For : Right of Way
Granted to : Middle Fork Irrigation Co.
Recorded : September 2, 1908
Book : 1
Page : 224
Affects : Section 18

86. Easement, including the terms and provisions thereof:
For : electric transmission and distribution lines
Granted to : Pacific Power and Light Company
Recorded : June 12, 1912
Book : 7
Page : 186
Affects : Sections 15 & 22

87. Easement, including the terms and provisions thereof:
For : electric transmission and distribution lines
Granted to : Pacific Power and Light Company
Recorded : January 20, 1914
Book : 9
Page : 2
Affects : Section 22

88. Easement, including the terms and provisions thereof:
For : electric transmission and distribution lines
Granted to : Pacific Power and Light Company
Recorded : June 13, 1947
Book : 35
Page : 16
Affects : Section 7

89. Easement, including the terms and provisions thereof:
For : electric transmission and distribution lines
Granted to : Pacific Power and Light Company
Recorded : July 11, 1947
Book : 35
Page : 123
Affects : Section 18

90. Easement, including the terms and provisions thereof as reserved in Warranty Deed :
For : Right of Way
Granted to : State of Oregon
Recorded : October 11, 1947
Book : 36
Page : 42
Affects : Tax Lot 400 Section 9

91. Easement, including the terms and provisions thereof:
For : electric transmission and distribution lines
Granted to : Pacific Power and Light Company
Recorded : September 17, 1951
Book : 46
Page : 111
Affects : Section 6

92. Easement, including the terms and provisions thereof:
For : electric transmission and distribution lines
Granted to : Pacific Power and Light Company
Recorded : December 11, 1951
Book : 46
Page : 539
Affects : Section 7

93. Easement, including the terms and provisions thereof:
For : Right of Way
Granted to : United States of America
Recorded : January 28, 1953
Book : 49
Page : 369
Affects : Section 27

94. Easement, including the terms and provisions thereof:
For : electric transmission and distribution lines
Granted to : United States of America
Recorded : May 28, 1953
Book : 50
Page : 243
Affects : Section 36

95. Easement, including the terms and provisions thereof:
For : electric transmission and distribution lines
Granted to : Pacific Power and Light Company
Recorded : September 1, 1953
Book : 51
Page : 29
Affects : Section 14

96. Access Restrictions, including the terms and provisions thereof in Deed:
To : State of Oregon, by and through its State Highway Commission
Dated : September 19, 1958
Recorded : September 26, 1958
Book : 63
Page : 131

Indenture of Access
Recorded : February 19, 1970
As : 700187

Indenture of Access
Recorded : April 5, 1972
As : 720554

97. Access Restrictions, including the terms and provisions thereof in Deed:

To	: State of Oregon, by and through its State Highway Commission
Dated	: October 6, 1958
Recorded	: October 15, 1958
Book	: 63
Page	: 207

Indenture of Access

Recorded	: June 10, 1968
As	: 680760

Indenture of Access

Recorded	: May 18, 1971
As	: 710455

98. Easement, including the terms and provisions thereof:

For	: access road
Granted to	: U. S. Forest Service
Recorded	: December 13, 1962
Book	: 72
Page	: 218
Affects	: Section 34

99. Agreement, including the terms and provisions thereof:

Regarding	: Location of Transmission Lines
Between	: City of Hood River
And	: United States of America
Recorded	: May 24, 1963
Book	: 73
Page	: 240
Affects	: Section 34

Said Agreement was Modified:

Recorded	: May 24, 1963
Book	: 73
Page	: 237

100. Easement, including the terms and provisions thereof:

For	: Right of Way
Granted to	: United States of America
Recorded	: April 15, 1965
Book	: 81
Page	: 139
Affects	: Section 14

Said instrument was:

Re-recorded	: May 24, 1965
Book	: 81
Page	: 641

101. Agreement, including the terms and provisions thereof:

Regarding	: Clay Excavation
Between	: Middle Fork Irrigation District
And	: George J. Hanel and Irene Hanel
Recorded	: July 11, 1966
As	: Section 27

102. Easement, including the terms and provisions thereof:

For	: electric transmission and distribution lines
Granted to	: United States of America
Recorded	: November 23, 1965
As	: 65-117070
Affects	: Section 33

103. Easement, including the terms and provisions thereof:

For	: road
Granted to	: United States of America
Recorded	: April 15, 1968
As	: 680483
Affects	: Sections 13-14 & 24

Consent Agreement, including the terms and provisions thereof:

Regarding	: Right of Way
Recorded	: September 18, 2019
As	: 201902944

104. Easement, including the terms and provisions thereof:

For	: Right of Way
Granted to	: Middle Fork Irrigation District
Recorded	: May 16, 1969
As	: 670645
Affects	: Section 27

105. Easement, including the terms and provisions thereof:

For	: Right of Way
Granted to	: United States of America
Recorded	: August 31, 1970
As	: 701169
Affects	: Section 13

106. Easement, including the terms and provisions thereof:

For	: roadway
Recorded	: April 3, 1974:
As	: 740545
Affects	: Section 9

107. Easement, including the terms and provisions thereof:
For : Right of Way
Recorded : May 6, 1977
As : 771070
Affects : Section 4

108. Easement, including the terms and provisions thereof:
For : Right of Way
Granted to : The Western Oregon Conference Association of Seventh Day Adventists
Recorded : May 2, 1978
As : 780425
Affects : Section 4

109. Conditions & Restrictions, including the terms and provisions thereof, in Deed:
Recorded :August 29, 1980
As : 801975
(Affects Sections 14-15, 28 & 33)

110. Easement, including the terms and provisions thereof as reserved in Patent :
For : Right of Way
Granted to : United States of America
Recorded : September 3, 1981
As : 811650
Affects : Sections 24

111. Conditions & Restrictions, including the terms and provisions thereof, in Deed:
Recorded :July 5, 1984
As : 841119
(Affects Sections 14-15, 28 & 33)

The effect of a Quitclaim Deed, including the terms and provisions thereof
Recorded :February 19, 1985
As : 850302

Said instrument was Corrected:
Recorded : September 5, 1985
As : 851642

The effect of a Quitclaim Deed, including the terms and provisions thereof
Recorded :February 12, 1988
As : 880244

112. Easement, including the terms and provisions thereof as Reserved in Warranty Deed :
For : roadway and water lines
Granted to : Hood River County
Recorded : March 13, 1986
As : 860430
Affects : Tax Lot 2100 Section 1

113. Easement, including the terms and provisions thereof:

For	: Right of Way
Granted to	: United Telephone Company of Northwest
Recorded	: March 31, 1986
As	: 860533
Affects	: Section 26

114. Easement, including the terms and provisions thereof as Reserved in Warranty Deed :

For	: utility lines
Recorded	: May 27, 1986
As	: 860910
Affects	: Section 34

115. Easement, including the terms and provisions thereof:

For	: water lines
Granted to	: Mt. Hood Irrigation District
Recorded	: November 7, 1986
As	: 862071
Affects	: Section 33

116. Easement, including the terms and provisions thereof:

For	: water lines
Granted to	: Mt. Hood Irrigation District
Recorded	: August 3, 1998
As	: 881725
Affects	: Section 33

117. Easement, including the terms and provisions thereof as Reserved in Quitclaim Deed :

For	: roadways
Recorded	: July 30, 1993
As	: 932560
Affects	: Section 36

118. Easement, including the terms and provisions thereof:

For	: Right of Way
Granted to	: Longview Fibre Company
Recorded	: July 30, 1997
As	: 972293
Affects	: Section 25

119. Easement, including the terms and provisions thereof as disclosed by Warranty Deed:

For	: Right of Way
Recorded	: January 18, 1999
As	: 990246
Affects	: Section 15

120. Lease, including the terms and provisions thereof, as evidenced by Memorandum:
Lessor : TimberNet Inc.
Lessee : AT & T Wireless Services of Oregon
Dated : June 28, 1999
Recorded : August 26, 1999
Fee No. : 993911
(Affects Section 15)

Memorandum of 1st Amendement of Lease, including the terms and provisions thereof, as evidenced by Memorandum:
Dated : July 15, 2016
Recorded : July 22, 2016
Fee No. : 201602479

121. Declaration of Deed Restrictions, including the terms and provisions thereof:
Recorded : October 6, 1999
As : 994514
(Affects Section 15)

122. Easement, including the terms and provisions thereof:
For : Right of Way
Granted to : AT & T Wireless Services of Oregon
Recorded : December 21, 1999
As : 995543
Affects : Sections 10 & 15

123. Reciprocal Easement, including the terms and provisions thereof:
For : Right of Way
Granted to : Longview Fibre Company
Recorded : July 8, 1999
As : 993205
Affects : Sections 14, 23 & 24

Said instrument was:
Re-recorded : April 3, 2000
Fee No. : 200001247

124. Easement, including the terms and provisions thereof as disclosed by Warranty Deed :
For : domestic water pipeline
Recorded : July 18, 2000
As : 20002653
Affects : July 18, 2000
(Affects Parcel 15)

125. Easement, including the terms and provisions thereof:
For : pipeline
Granted to : Middle Fork Irrigation District
Recorded : April 2, 2003
As : 20031870
Affects : Section 18

126. Easement, including the terms and provisions thereof:
For : dirt road
Recorded : July 21, 2005
As : 20053804
Affects : Sections 10 & 15

127. Easement, including the terms and provisions thereof:
For : Right of Way
Granted to : Hood River County
Recorded : July 26, 2005
As : 20053898
Affects : Section 10

128. Declaration of Deed Restrictions/Forest, including the terms and provisions thereof:
Recorded : March 10, 2014
As : 201400620
(Affects Section 8)

129. Easement and Maintenance Agreement, including the terms and provisions thereof:
Between : Hood River County
And : Bear Mountain Cherries Inc.
Recorded : September 3, 2015
As : 201503105
Affects : Sections 1 & 12

Said instrument was:
Re-recorded : September 14, 2015
Fee No. : 201503198

130. Reciprocal Easement, including the terms and provisions thereof:
For : September 16, 2019
Recorded : November 18, 2019
As : 201903835
Affects : Section 27

The following affects Tract 7 Lands Lying in Township 1 North, Range 11 East of the Willamette Meridian:

131. Mineral Reservation, including the terms and provisions thereof:
Reserved by : State of Oregon
Recorded : August 16, 1940
Book : 28
Page : 268
As : Section 8

132. Easement, including the terms and provisions thereof as disclosed by Deed:
For : Right of Way
Recorded : May 31, 1944
Book : 31
Page : 22
Affects : Section 5

133. Easement, including the terms and provisions thereof:

For	: roadway
Granted to	: Oregon Lumber Company
Recorded	: March 18, 1949
Book	: 40
Page	: 79
Affects	: Section 8

134. Easement, including the terms and provisions thereof:

For	: electric transmission and distribution lines
Granted to	: United States of America
Recorded	: April 5, 1931
Book	: 45
Page	: 134
Affects	: Section 18

135. Easement, including the terms and provisions thereof:

For	: electric transmission and distribution lines and access
Granted to	: United States of America
Recorded	: May 28, 1953
Book	: 50
Page	: 243
Affects	: Section 31

136. Easement, including the terms and provisions thereof:

For	: electric transmission and distribution lines
Granted to	: United States of America
Recorded	: November 10, 1954
Book	: 54
Page	: 27
Affects	: Section 31

137. Easement, including the terms and provisions thereof:

For	: electric transmission and distribution lines
Granted to	: United States of America
Recorded	: February 13, 1963
Book	: 72
Page	: 463
Affects	: Section 31

138. Mineral Reservation, including the terms and provisions thereof:

Recorded	: August 20, 1964
Book	: 77
Page	: 405

(Affects Section 5)

139. Easement and Maintenance Agreement, including the terms and provisions thereof:

For	: roadway purposes
Recorded	: March 22, 1973
As	: 730493
Affects	: Section 4

140. Conditions & Restrictions and Easements, including the terms and provisions thereof, in Deed:
Recorded : January 5, 1984
As : 840017
(Affects Section 4)

141. Conditions & Restrictions and Easements, including the terms and provisions thereof, in Deed:
Recorded :July 5, 1984
As : 841119
(Affects Section 4)

The effect of a Quitclaim Deed, including the terms and provisions thereof
Recorded :February 19, 1985
As : 850302

Said instrument was Corrected:
Recorded : September 5, 1985
As : 851642

142. Easement, including the terms and provisions thereof as reserved in Bargain and Sale Deed:
For : roadway purposes
Recorded : April 8, 1991
As : 910788
Affects : Sections 5 & 8

143. Easement, including the terms and provisions thereof as reserved in Deed:
For : roadway
Granted to : United States of America
Recorded : July 30, 1993
As : 932559
Affects : Section 30

144. Easement, including the terms and provisions thereof as reserved in Quitclaim Deed:
For : roadway
Granted to : United States of America
Recorded : July 30, 1993
As : 932560
Affects : Section 36

145. Easement, including the terms and provisions thereof:
For : Right of Way
Granted to : Longview Fibre Company
Recorded : July 30, 1997
As : 972293
Affects : Section 30

146. Reciprocal Easement, including the terms and provisions thereof:

For	: Right of Way
Granted to	: Longview Fibre Company
Recorded	: July 8, 1999
As	: 993205
Affects	: Sections 7, 17-21 & 28

Said instrument was:

Re-recorded	: April 3, 2000
Fee No.	: 200001247

147. Easement and Maintenance Agreement, including the terms and provisions thereof:

Between	: Hood River County
And	: Bear Mountain Cherries Inc.
Recorded	: September 3, 2015
As	: 201503105
Affects	: Sections 6 & 7

Said instrument was:

Re-recorded	: September 14, 2015
Fee No.	: 201503198

The following affects Tract 8 Lands Lying in Township 1 South, Range 10 East of the Willamette Meridian:

148. Easement, including the terms and provisions thereof:

For	: Right of Way
Granted to	: East Fork Irrigation District
Recorded	: February 4, 1901
Book	: F
Page	: 358
Affects	: Sections 4 & 5

149. Easement, including the terms and provisions thereof disclosed in Warranty Deed :

For	: Right of Way
Recorded	: December 13, 1912
Book	: 7
Page	: 567
Affects	: Section 20

150. Easement, including the terms and provisions thereof disclosed in Warranty Deed:

For	: Right of Way
Recorded	: December 13, 1912
Book	: 7
Page	: 570
Affects	: Section 20

151. Easement, including the terms and provisions thereof:

For	: Right of Way
Granted to	: Hood River County
Recorded	: March 5, 1923
Book	: 17
Page	: 121
Affects	: Section 30

152. Easement, including the terms and provisions thereof:

For	: Right of Way
Recorded	: May 15, 1939
Book	: 27
Page	: 401
Affects	: Section 9

153. Easement, including the terms and provisions thereof:

For	: Right of Way
Granted to	: Crystal Springs Water Company
Recorded	: February 24, 1942
Book	: 29
Page	: 270
Affects	: Sections 20, 29

154. Easement, including the terms and provisions thereof:

For	: electric transmission and distribution lines
Granted to	: Pacific Power and Light Company
Recorded	: September 25, 1945
Book	: 32
Page	: 237
Affects	: Sections 18

155. Easement, including the terms and provisions thereof:

For	: Right of Way
Granted to	: Crystal Springs Water Company
Recorded	: February 25, 1946
Book	: 32
Page	: 574
Affects	: Sections 21

156. Easement, including the terms and provisions thereof:

For	: electric transmission and distribution lines
Granted to	: Pacific Power and Light Company
Recorded	: August 29, 1947
Book	: 35
Page	: 389
Affects	: Sections 30

157. Easement, including the terms and provisions thereof:

For	: Right of Way
Granted to	: Crystal Springs Water Company
Recorded	: October 24, 1955
Book	: 56
Page	: 43
Affects	: Section 5

158. Access Restrictions, including the terms and provisions thereof in Deed:

To	: State of Oregon, by and through its State Highway Commission
Dated	: August 22, 1958
Recorded	: September 16, 1998
Book	: 63
Page	: 93

(Affects Section 9)

159. Access Restrictions, including the terms and provisions thereof in Deed:

To	: State of Oregon, by and through its State Highway Commission
Dated	: September 17, 1958
Recorded	: September 23, 1958
Book	: 63
Page	: 129

(Affects Section 29)

Indenture of Access :

Recorded	: March 23, 1971
Fee No.	: 710481

160. Access Restrictions, including the terms and provisions thereof in Deed:

To	: State of Oregon, by and through its State Highway Commission
Dated	: September 19, 1958
Recorded	: September 26, 1958
Book	: 63
Page	: 131

(Affects Section 4)

Indenture of Access :

Recorded	: February 19, 1970
Fee No.	: 700187

Indenture of Access :

Recorded	: April 5, 1972
Fee No.	: 720554

161. Access Restrictions, including the terms and provisions thereof in Deed:
To : State of Oregon, by and through its State Highway Commission
Dated : October 2, 1958
Recorded : November 21, 1958
Book : 63
Page : 333
(Affects Section 20, 21 & 29)

Said instrument was:
Re-recorded : June 3, 1959
Book : 64
Page : 522

Indenture of Access :
Recorded : May 21, 1971
Fee No. : 700872

162. Easement, including the terms and provisions thereof:
For : ingress and egress
Recorded : November 19, 1959
Book : 65
Page : 749
Affects : Section 19

163. Easement, including the terms and provisions thereof as disclosed by Deed :
For : road purposes
Recorded : September 29, 1965
Book : 84
Page : 79
Affects : Section 9

164. Easement, including the terms and provisions thereof:
For : Channel Changes
Granted to : State of Oregon
Recorded : December 31, 1965
As : 65-117285
Affects : Sections 20 & 21

165. Easement, including the terms and provisions thereof:
For : waterlines
Granted to : Crystal Springs Water District
Recorded : October 12, 1966
As : 661985
Affects : Sections 20 & 21

166. Easement, including the terms and provisions thereof as disclosed by Bargain and Sale Deed:
For : Right of Way
Recorded : May 24, 1967
As : 670686
Affects : Section 29

167. Easement, including the terms and provisions thereof:
For : water lines
Granted to : Crystal Springs Water District
Recorded : July 8, 1968
As : 680896
Affects : Sections 20 & 21

168. Easement, including the terms and provisions thereof:
For : pipelines
Granted to : Middle Fork Irrigation District
Recorded : June 19, 1973
As : 731154
Affects : Section 20

169. Easement, including the terms and provisions thereof:
For : pipelines
Granted to : Middle Fork Irrigation District
Recorded : June 19, 1973
As : 731157
Affects : Section 20

170. Easement, including the terms and provisions thereof:
For : road purposes
Recorded : October 6, 1981
As : 811899
Affects : Section 30

171. Easement, including the terms and provisions thereof:
For : road purposes
Recorded : October 6, 1981
As : **811901-811905**
Affects : Section 30

172. Easement, including the terms and provisions thereof:
For : Right of Way
Granted to : State of Oregon
Recorded : October16, 1981
As : 811988
Affects : Section 21

173. Access Restrictions, including the terms and provisions thereof in Deed:
To : State of Oregon, by and through its State Highway Commission
Dated : January 4, 1982
Recorded : January 14, 1982
As : 820063
(Affects Section 29)

174. Access Restrictions, including the terms and provisions thereof in Deed:
To : State of Oregon, by and through its State Highway Commission
Dated : March 15, 1982
Recorded : March 29, 1982
As : 820468
(Affects Section 20 & 29)

175. Access Restrictions, including the terms and provisions thereof in Deed:
To : State of Oregon, by and through its State Highway Commission
Dated : December 19, 1983
Recorded : March 28, 1983
As : 840535
(Affects Section 29)

176. Easement, including the terms and provisions thereof:
For : road purposes
Recorded : September 10, 1984
As : 841537
Affects : Section 9

177. Declaration of Deed Restrictions, including the terms and provisions thereof:
Recorded : May 24, 1986
As : 961531
(Affects Sections 18 & 19)

178. Declaration of Deed Restrictions, including the terms and provisions thereof
Recorded : March 11, 2002
As : 20021115
(Affects Sections 20 & 29)

179. Easement, including the terms and provisions thereof:
For : Access Road and Utility
Granted to : Crystal Springs Water District
Recorded : December 7, 2020
As : 202005289
Affects : Sections 20 & 21

Said instrument was:
Re-recorded : January 29, 2021
Fee No. : 202100510

The following affects TRACT 9: Lands Lying in Township 1 South, Range 9 East of the Willamette Meridian:

180. Easement and Maintenance Agreement, including the terms and provisions thereof:
Recorded : August 10, 1916
Book : 11
Page : 57
(Affects Section 13)

181. Easement, including the terms and provisions thereof:

For	: Right of Way
Granted to	: Middle Fork Irrigation District
Recorded	: February 13, 1926
Book	: 19
Page	: 297
Affects	: Section 13

182. Easement, including the terms and provisions thereof:

For	: road
Granted to	: United States of America
Recorded	: March 6, 1973
As	: 730374
Affects	: Section 24

183. Easement, including the terms and provisions thereof:

For	: road
Granted to	: United States of America
Recorded	: December 30, 1974
As	: 742459
Affects	: Section 24

184. Easement, including the terms and provisions thereof:

For	: pipeline
Granted to	: Middle Fork Irrigation District
Recorded	: April 6, 1983
As	: 830588
Affects	: Section 18

185. Easement, including the terms and provisions thereof:

For	: pipeline
Granted to	: Middle Fork Irrigation District
Recorded	: December 19, 1984
As	: 842160
Affects	: Section 24

186. Easement, including the terms and provisions thereof:

For	: pipeline
Granted to	: Middle Fork Irrigation District
Recorded	: March 7, 1985
As	: 850400
Affects	: Section 24

187. Easement, including the terms and provisions thereof:

For	: pipeline
Granted to	: Middle Fork Irrigation District
Recorded	: April 2, 1985
As	: 850546
Affects	: Section 24

188. Easement, including the terms and provisions thereof:

For	: pipeline
Granted to	: Middle Fork Irrigation District
Recorded	: May 16, 1985
As	: 850867
Affects	: Section 24

189. Easement, including the terms and provisions thereof:

For	: pipeline
Granted to	: Middle Fork Irrigation District
Recorded	: May 22, 1985
As	: 850922
Affects	: Section 24

END OF EXCEPTIONS

SCHEDULE 2

BINDING COMMITMENTS

Schedule 2

Disclosure of existing communication towers and utility infrastructure which will be identified and impact quantified during the project development work with The Climate Trust including:

US Cellular Tower, Middle Mtn.

ODOT Cellular Tower, Middle Mtn.

CCATT Cellular Tower, Middle Mtn.

Gorgenet Communication Tower, Middle Mtn.

Hood River Electric COOP Communication Towers, Middle Mtn., Pinemont.

Crystal Springs Reservoir, Dog River

Crystal Springs Reservoir, Middle Mtn.

MFID Clear Creek Borrow Pit, Parkdale Area. TBD.