

T-10376

T-10376

PERMIT
AMENDMENTName Rattlesnake Creek Land & Cattle Co.

By _____

Address 524 Hwy 20 NHines OR 97738589-2007Change in POADate filed 4/30/07

Date of hearing _____

Place of hearing _____

Date of order 2-12-08 Vol. 74, page 171

Date for application of water _____

Proof mailed _____

Proof received _____

Certificate issued _____ Vol. _____, page _____

DESCRIPTION OF WATER RIGHT

Name of stream WellTrib. of Harney Lake County of HarneyUse IRR

Quantity of water _____ No. of acres _____

Name of ditch _____

Date of priority 5/16/2005In name of Same as Above

_____ Adjudication, Vol. _____, page _____

App. No. 616460 Per. No. 616165 Cert. No. _____

Certificate cancelled _____

Notation made on record by _____

FEES PAID

Date	Amount	Receipt No.
<u>4-30-07</u>	<u>350.00</u>	<u>87332</u>
TOTAL . . .		
	Cert. Fee	

FEES REFUNDED

Date	Amount	Check No.

REMARKS

NO ID

Harney County

20050145

DEED OF RECONVEYANCE

KNOW ALL MEN BY THESE PRESENTS, that Amerititle, Trustee (or Successor Trustee) under that certain Trust Deed dated DECEMBER 30, 2003, executed and delivered by RATTLESNAKE CREEK LAND & CATTLE COMPANY, LLC as Grantor(s), and recorded on DECEMBER 30, 2003, in Instrument No. 20032524, Mortgage records of HARNEY County, Oregon, having received from the beneficiary under said Trust Deed a written request to reconvey reciting that the obligation secured by said Trust Deed has been fully paid and performed hereby does grant, bargain, sell and convey, but without any covenant or warranty, express or implied, to the person or persons legally entitled thereto, all of the estate held by Amerititle, in and to said described premises by virtue of said Trust Deed.

IN WITNESS WHEREOF, Amerititle, has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its Board of Directors.

DATED: January 20, 2005

Amerititle

BY:

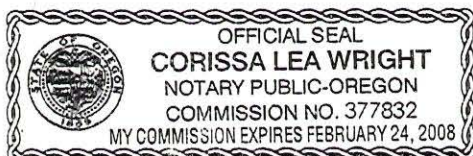
Stan Falley
Stan Falley
Title Officer

STATE OF OREGON)

) SS

County of HARNEY)

Personally appeared, Stan Falley, who being duly sworn, did say that he is the branch manager of Amerititle, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and (HE/SHE) acknowledged said instrument to be (HIS/HER) voluntary act and deed.



Before Me:

Corissa Lea Wright

Notary Public for the State of Oregon

My commission expires: FEB. 24, 2008

After recording, return to:
RATTLESNAKE CREEK LAND
& CATTLE COMPANY
P.O. BOX 946
BURNS, OR 97720

RE: 1900/93
2500/93
3600/93
700/107
1000/107
1200/107
2200/107

RECEIVED

APR 30 2007

WATER RESOURCES DEPT
SALEM, OREGON

STATE OF OREGON } ss
County of Harney

I certify that the within instrument was received
for record on the 24 day of January
2005 at 2:02 o'clock P.M. and
recorded Microfilm number 20050145

M. Iturriaga Records of said County.
Maria Iturriaga, County Clerk
By D. Robinson Deputy

10376

20032524

AFTER RECORDING RETURN TO:
AMERITITLE
111 WEST WASHINGTON
BURNS, OR 97720

ESCROW NO. BU0016503

Grantor: RATTLESNAKE CREEK LAND &
CATTLE COMPANY, LLC
PO BOX 946
BURNS, OR 97720

Beneficiary: DENNY LAND & CATTLE CO.,
L.L.C.
500 BOYLSTON ST, SUITE 1880
BOSTON, MA 02116

STATE OF OREGON }
County of Harney } ss
I certify that the within instrument was received
for record on the 30 day of December
2003 at 3:52 o'clock P.M. and
recorded Microfilm number 20032524
M. M. H. H. H. Records of said County.
Maria Iturriaga, County Clerk
By: Deputy

RECEIVED

APR 30 2007

WATER RESOURCES DEPT
SALEM, OREGON

TRUST DEED

THIS TRUST DEED, made on DECEMBER 30, 2003, between RATTLESNAKE CREEK LAND & CATTLE COMPANY, LLC, as Grantor, AMERITITLE, an Oregon Corporation, as Trustee, and DENNY LAND & CATTLE CO., L.L.C., as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in HARNEY, Oregon, described as:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

THIS TRUST DEED IS SUBJECT TO AND INFERIOR TO A CERTAIN MORTGAGE DATED Dec 5, 2003, 2003, WHEREIN RATTLESNAKE CREEK LAND & CATTLE COMPANY, LLC, IS THE MORTGAGOR AND HARVEST CAPITAL COMPANY IS THE MORTGAGEE THEREIN, RECORDED IN THE MORTGAGE RECORDS OF HARNEY COUNTY, OREGON, ON Dec. 30, 2003, AS INSTRUMENT NO. 20032522.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ****NINETY THOUSAND AND NO/100ths** Dollars, with interest thereon** according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made payable by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable 12/31/2007.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned, or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein or herein, shall become immediately due and payable.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.
2. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
4. To provide and continuously maintain insurance on the buildings now or hereafter erected on said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than the \$90,000.00, written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past

NOTE: The Trust Deed Act provides that the Trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company, or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

1 10376

due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust deed including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decrees of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any such reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee. The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto and that the grantor will warrant and forever defend the same against all persons whomsoever.

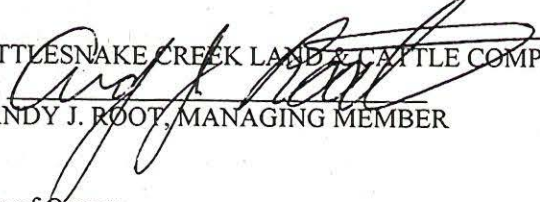
WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
for an organization, or (even if grantor is a natural person) are for
business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors, and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

RATTLESNAKE CREEK LAND & CATTLE COMPANY, LLC
BY: 
ANDY J. ROOT, MANAGING MEMBER

State of Oregon
County of HARNEY

This instrument was acknowledged before me on Dec 9, 2003 by ANDY J. ROOT as MANAGING MEMBER of RATTLESNAKE CREEK LAND CATTLE COMPANY, LLC.




(Notary Public for Oregon)
My commission expires 12-19-06

RECEIVED
APR 30 2007
WATER RESOURCES DEPT
SALEM, OREGON

RATTLESNAKE CREEK LAND & CATTLE, LLC

524 HWY. 20 NORTH

HINES, OR 97738

541-573-3615 - OFFICE

541-573-3419 - FAX

RECEIVED

JAN 14 2008

**WATER RESOURCES DEPT
SALEM, OREGON**

1/11/08

Water Resources Dept.

Please make sure our address
change has been noted in all your different
departments.

Old address : PO Box 946
Burns, OR 97720

New/Current : 524 Hwy 20 N.
Hines, OR 97738

2-10268
2-14136
2-16460 T-10298
2-16626 T-10376
2-17146 T-10723

Thank you -
JANE Shelley - Secretary

Water Rights Information Query Results

Contacts		Application	Permit	Certificate	Claim	Decree	Transfers	Status
Select	OWNER: RATTLESNAKE CREEK LAND AND CATTLE CO. LLC PO BOX 946 BURNS, OR 97720	G14136	G12841					NC
Select	OWNER: RATTLESNAKE CREEK LAND AND CATTLE CO. LLC PO BOX 946 BURNS, OR 97720	G10268	G9419	82846				NC
Select	OWNER: RATTLESNAKE CREEK LAND AND CATTLE LLC 524 HWY 20 NORTH HINES, OR 97738	G16460	G16165				T10376	NC
Select	OWNER: RATTLESNAKE CREEK LAND AND CATTLE LLC 524 HWY 20 NORTH HINES, OR 97738	G16626	G16150				T10298 T10723 (Changes this right)	NC
Select	APPLICANT: RATTLESNAKE CREEK LAND AND CATTLE LLC 524 HWY 20 N HINES, OR 97738 OWNER: ANDY ROOT 524 HWY 20 N HINES, OR 97738	G17146						NC

[Help understanding and working with the Water Rights Information System](#)

Download: [Point of diversion data](#), [Place of use data](#), [Stakeholder data](#)

[Return to WRIS Query](#)



Oregon

Theodore R. Kulongoski, Governor

Water Resources Department

North Mall Office Building
725 Summer Street NE, Suite A
Salem, OR 97301-1266
503-986-0900
FAX 503-986-0904

February 14, 2008

RATTLESNAKE CREEK LAND AND CATTLE CO. LLC
PO BOX 946
BURNS OR 97720

Reference: Permit Amendment Transfer 10376

Enclosed is a copy of the order approving your Permit Amendment transfer application.

YOU SHOULD GIVE PARTICULAR ATTENTION TO THE CONDITIONS OUTLINED IN THE ORDER. All other terms and conditions of the permit remain the same.

If you have any questions, please call the Transfer Section, (503)986-0900.

Sincerely,

Sarah Henderson
Executive Support

cc: Watermaster #10

Enclosure

**BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON**

In the Matter of Permit Amendment	)	FINAL ORDER
T-10376, Harney County	)	APPROVING A CHANGE IN POINT OF
	)	APPROPRIATION

Authority

ORS 537.211 establishes the process in which a water right permit holder may submit a request to change the point of appropriation and/or place of use authorized under an existing water right permit.

Applicant

Rattlesnake Creek Land and Cattle Co. LLC
524 Highway 20 North
Hines, Oregon 97738

Findings of Fact

1. On April 30, 2007, Rattlesnake Creek Land and Cattle Co., LLC, filed an application to change the point of appropriation of Well 2 under Permit G-16165. The Department assigned the application number T-10376.
2. The permit to be amended is as follows:

Permit:	G-16165, in the name of Rattlesnake Creek Land and Cattle Co., LLC;
Use:	Irrigation
Priority Date:	May 16, 2005
Quantity:	4.92 cubic feet per second (cfs); being 3.79 cfs from Well 1 and 1.13 cfs from Well 2
Rate/Duty:	The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, is limited to a diversion of ONE-EIGHTIETH of one cubic foot per second (or its equivalent) and 3.0 acre-feet for each acre irrigated during the irrigation season of each year.
Acres:	393.6 acres
Source:	Wells 1 and 2, in the Harney Lake Basin.
Date of Complete Application of Water:	October 1, 2011

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-080 and OAR 690-01-005 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

Authorized Points of Appropriation:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
25 S	30 E	WM	33	SW SE	Well 1 (HARN 51146) - 4133 feet South and 26 feet East from the N¼ Corner of Section 33
25 S	30 E	WM	34	SE SW	Well 2 (HARN 51233) - 1769 feet South and 121 feet West from the C¼ Corner of Section 34

Authorized Place of Use:

IRRIGATION						
Twp	Rng	Mer	Sec	Q-Q	G-lot	Acres
25 S	30 E	WM	33	SW NE		27.7
25 S	30 E	WM	33	SE NE		32.9
25 S	30 E	WM	33	NE SE		39.4
25 S	30 E	WM	33	NW SE		35.3
25 S	30 E	WM	33	SW SE		24.3
25 S	30 E	WM	33	SE SE		29.9
25 S	30 E	WM	34	NE NW		30.8
25 S	30 E	WM	34	NW NW		23.5
25 S	30 E	WM	34	SW NW		17.5
25 S	30 E	WM	34	SE NW		20.8
25 S	30 E	WM	34	NW SW		4.5
25 S	30 E	WM	34	SW SW		0.4
26 S	30 E	WM	3	NW NW	4	5.7
26 S	30 E	WM	4	NE NE	1	39.9
26 S	30 E	WM	4	NW NE	2	38.4
26 S	30 E	WM	4	SW NE		9.3
26 S	30 E	WM	4	SE NE		13.3

3. Application T-10376 proposes to change the point of appropriation of Well 2 under the permit to:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
25 S	30 E	WM	34	NW NW	Well 3 (HARN 1096) - 700 feet South and 300 feet East from the NW Corner of Section 34

4. Notice of the application for the permit amendment was published in the Department's weekly notice on May 8, 2007, and in the Burns Times Herald Newspaper on January 23, 30, and February 6, 2008, pursuant to ORS 540.520(5). No comments were filed in response to the notices.
5. The change would not result in injury to other water rights.
6. The change does not enlarge the permit.
7. The change does not alter any other terms of the permit.

Conclusions of Law

The change in point of appropriation for Well 2 proposed by Permit Amendment Application T-10376 is consistent with the requirements of ORS 537.211.

Now, therefore, it is ORDERED:

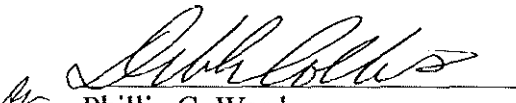
The change and subsequent use of water shall be subject to the following conditions:

1. The quantity of water diverted at the new point of appropriation (Well 3) shall not exceed the maximum rate and duty allowed for Well 2 under Permit G-16165.
2. Prior to water use from the proposed point of appropriation, the permittee shall install a meter or other suitable measuring device as approved by the Director. The permittee shall maintain the meter or measuring device in good working order, and shall keep a complete record of the amount of water used each month and shall submit a report which includes the recorded water use measurements to the Department annually or more frequently as may be required by the Director. Further, the Director may require the permittee to report general water use information, including the place and nature of use of water under the permit.

The permittee shall allow the watermaster access to the meter or measuring device; provided however, where the meter or measuring device is located within a private structure, the watermaster shall request access upon reasonable notice.

3. Water shall be acquired from the same aquifer as the original point of appropriation.
4. All other terms and conditions of Permit G-16165 remain the same.
5. Permit G-16165, in the name of Rattlesnake Creek Land and Cattle Co., LLC, is amended as described herein.

Dated at Salem, Oregon this 12th day of February, 2008.


Phillip C. Ward,
Director

Mailing Date: FEB 15 2008

Permit Amendment Checklist

Permit Amendment T-10376

Transfer Specialist: pks

Applicant Name/Address: Rattlesnake Creek Land and Cattle Co., LLC
524 Highway 20 N
Hines, Oregon 97738

Agent Name/Address: None

CWRE Name/Number: None

Rec Landowner Name/Address: None

Irr. District Name/Address: None

Affected Govt's Name/Address: Harney County

Commentors Name/Address: None

Permits Affected

Records Marked	Records Copied	App File No.	Permit No.
☐	☐	G-16460	G-16165

Key Dates & Initial Actions

Rec'd: 4/30/2007	Proposed Action(s): POA	
Fees Pd: \$350.00	WM District: 10	ODFW District: N/A
Initial Notice: 5/8/2007	WM Review sent: 5/7/2007	ODFW Review sent: N/A
Acknowledgement Letter Sent: X		GW Review sent: 5/7/2007

Processing Dates & Actions

Deficiency Contacts:	Newspaper Pub Affid. Due: ☐ not required
Affid of Pub Rec'd: 2/11/2008 Last Day Published: 2/6/2008	Affidavit Reminder Sent:
Reminder Deadline:	

Final Order

☒ Electronic Files uploaded

☐ File Assigned/ ModPod updated

☐ Newspaper Notice Cover letter

☐ Fee Refund Due

☐ Newspaper Notice

Draft Order Review (Optional) Reviewer: _____ Date: _____ Coordinator: _____ Date: _____	Final Order Review (Salem) Reviewer: <u>ALP</u> Date: <u>2/12/08</u> Coordinator: <u>ALP</u> Date: <u>2/12/08</u>
Comments/Special Issues: Requests to change POA of Well 2 to Well 3	

Special Order Volume: Vol: 74, Pages _____ Final Order Signature Date: _____

Notice of FO e-mailed to processors: _____

STATE OF OREGON

COUNTY OF HARNEY

PERMIT TO APPROPRIATE THE PUBLIC WATERS

THIS PERMIT IS HEREBY ISSUED TO

RATTLESNAKE CREEK LAND AND CATTLE CO., LLC.
PO BOX 946
BURNS, OR 97720

The specific limits and conditions of the use are listed below.

APPLICATION FILE NUMBER: G-16460

SOURCE OF WATER: WELL 1 AND WELL 2 IN HARNEY LAKE BASIN

PURPOSE OR USE: IRRIGATION USE ON 393.6 ACRES

MAXIMUM RATE: 4.92 CUBIC FEET PER SECOND (CFS), BEING 3.79 CFS FROM
WELL 1 AND 1.13 CFS FROM WELL 2

PERIOD OF USE: MARCH 1 THROUGH OCTOBER 31

DATE OF PRIORITY: MAY 16, 2005

WELL LOCATIONS:

WELL 1 (HARN 51146) - SW $\frac{1}{4}$ SE $\frac{1}{4}$, SECTION 33, T25S, R30E, W.M.; 4133
FEET SOUTH & 26 FEET EAST FROM N1/4 CORNER, SECTION 33

WELL 2 (HARN 51233) - SE $\frac{1}{4}$ SW $\frac{1}{4}$, SECTION 34, T25S, R30E, W.M.; 1769
FEET SOUTH & 121 FEET WEST FROM C1/4 CORNER, SECTION 34

The amount of water used for irrigation under this right, together with
the amount secured under any other right existing for the same lands, is
limited to a diversion of ONE-EIGHTIETH of one cubic foot per second and
3.0 acre-feet for each acre irrigated during the irrigation season of
each year.

THE PLACE OF USE IS LOCATED AS FOLLOWS:

SW $\frac{1}{4}$ NE $\frac{1}{4}$ 27.7 ACRES
SE $\frac{1}{4}$ NE $\frac{1}{4}$ 32.9 ACRES
NE $\frac{1}{4}$ SE $\frac{1}{4}$ 39.4 ACRES
NW $\frac{1}{4}$ SE $\frac{1}{4}$ 35.3 ACRES
SW $\frac{1}{4}$ SE $\frac{1}{4}$ 24.3 ACRES
SE $\frac{1}{4}$ SE $\frac{1}{4}$ 29.9 ACRES
SECTION 33

THE PLACE OF USE IS LOCATED AS FOLLOWS (CONTINUED):

NE $\frac{1}{4}$ NW $\frac{1}{4}$ 30.8 ACRES
 NW $\frac{1}{4}$ NW $\frac{1}{4}$ 23.5 ACRES
 SW $\frac{1}{4}$ NW $\frac{1}{4}$ 17.5 ACRES
 SE $\frac{1}{4}$ NW $\frac{1}{4}$ 20.8 ACRES
 NW $\frac{1}{4}$ SW $\frac{1}{4}$ 4.5 ACRES
 SW $\frac{1}{4}$ SW $\frac{1}{4}$ 0.4 ACRE

SECTION 34

TOWNSHIP 25 SOUTH, RANGE 30 EAST, W.M.

GOVT LOT 4 (NW $\frac{1}{4}$ NW $\frac{1}{4}$) 5.7 ACRES
 SECTION 3

GOVT LOT 1 (NE $\frac{1}{4}$ NE $\frac{1}{4}$) 39.9 ACRES
 GOVT LOT 2 (NW $\frac{1}{4}$ NE $\frac{1}{4}$) 38.4 ACRES
 SW $\frac{1}{4}$ NE $\frac{1}{4}$ 9.3 ACRES
 SE $\frac{1}{4}$ NE $\frac{1}{4}$ 13.3 ACRES

SECTION 4

TOWNSHIP 26 SOUTH, RANGE 30 EAST, W.M.

Measurement, recording and reporting conditions:

- A. Before water use may begin under this permit, the permittee shall install a meter or other suitable measuring device as approved by the Director at each point of appropriation. The permittee shall maintain the meters or measuring devices in good working order, shall keep a complete record of the amount of water used each month and shall submit a report which includes the recorded water use measurements to the Department annually or more frequently as may be required by the Director. Further, the Director may require the permittee to report general water use information, including the place and nature of use of water under the permit.
- B. The permittee shall allow the watermaster access to the meters or measuring devices; provided however, where the meter or measuring device is located within a private structure, the watermaster shall request access upon reasonable notice.

To monitor the effect of water use from the well(s) authorized under this permit, the Department requires the water user to make and report annual static water level measurements. The static water level shall be measured in the month of March. Reports shall be submitted to the Department within 30 days of measurement.

Measurements must be made according to the following schedule:

Before Use of Water Takes Place

Initial and Annual Measurements

The Department requires the permittee to submit an initial water level measurement in the month specified above once well construction is complete and annually thereafter until use of water begins; and

After Use of Water has Begun

Seven Consecutive Annual Measurements

Following the first year of water use, the user shall submit seven consecutive annual reports of static water level measurements. The first of these seven annual measurements will establish the reference level against which future annual measurements will be compared. Based on an analysis of the data collected, the Director may require that the user obtain and report additional annual static water level measurements beyond the seven year minimum reporting period. The additional measurements may be required in a different month. If the measurement requirement is stopped, the Director may restart it at any time.

All measurements shall be made by a certified water rights examiner, registered professional geologist, registered professional engineer, licensed well constructor or pump installer licensed by the Construction Contractors Board and be submitted to the Department on forms provided by the Department. The Department requires the individual performing the measurement to:

- A. Identify each well with its associated measurement; and
- B. Measure and report water levels to the nearest tenth of a foot as depth-to-water below ground surface; and
- C. Specify the method used to obtain each well measurement; and
- D. Certify the accuracy of all measurements and calculations submitted to the Department.

The water user shall discontinue use of, or reduce the rate or volume of withdrawal from, the well(s) if any of the following events occur:

- A. Annual water level measurements reveal an average water level decline of three or more feet per year for five consecutive years; or
- B. Annual water level measurements reveal a water level decline of 15 or more feet in fewer than five consecutive years; or
- C. Annual water level measurements reveal a water level decline of 25 or more feet; or
- D. Hydraulic interference leads to a decline of 25 or more feet in any neighboring well with senior priority.

The period of non or restricted use shall continue until the water level rises above the decline level which triggered the action or until the Department determines, based on the permittee's and/or the Department's data and analysis, that no action is necessary because the aquifer in question can sustain the observed declines without adversely impacting the resource or senior water rights. The water user shall in no instance allow excessive decline, as defined in Commission rules, to occur within the aquifer as a result of use under this permit. If more than one well is involved, the water user may submit an alternative measurement and reporting plan for review and approval by the Department.

The wells shall produce ground water only from the basalt and volcanic sediments ground water reservoir.

STANDARD CONDITIONS

If the number, location, source, or construction of any well deviates from that proposed in the permit application or required by permit conditions, this permit may not be valid, unless the Department authorizes the change in writing.

If substantial interference with a senior water right occurs due to withdrawal of water from any well listed on this permit, then use of water from the well(s) shall be discontinued or reduced and/or the schedule of withdrawal shall be regulated until or unless the Department approves or implements an alternative administrative action to mitigate the interference. The Department encourages junior and senior appropriators to jointly develop plans to mitigate interferences.

The wells shall be constructed in accordance with the General Standards for the Construction and Maintenance of Water Wells in Oregon. The works shall be equipped with a usable access port, and may also include an air line and pressure gauge adequate to determine water level elevation in the well at all times.

Where two or more water users agree among themselves as to the manner of rotation in the use of water and such agreement is placed in writing and filed by such water users with the watermaster, and such rotation system does not infringe upon such prior rights of any water user not a party to such rotation plan, the watermaster shall distribute the water according to such agreement.

Prior to receiving a certificate of water right, the permit holder shall submit the results of a pump test meeting the department's standards, to the Water Resources Department. The Director may require water level or pump test results every ten years thereafter.

Failure to comply with any of the provisions of this permit may result in action including, but not limited to, restrictions on the use, civil penalties, or cancellation of the permit.

This permit is for the beneficial use of water without waste. The water user is advised that new regulations may require the use of best practical technologies or conservation practices to achieve this end.

By law, the land use associated with this water use must be in compliance with statewide land-use goals and any local acknowledged land-use plan.

The use of water shall be limited when it interferes with any prior surface or ground water rights.

Completion of construction and complete application of the water to the use shall be made on or before October 1, 2011. If the water is not completely applied before this date, and the permittee wishes to continue development under the permit, the permittee must submit an application for extension of time, which may be approved based upon the merit of the application.

Within one year after complete application of water to the proposed use, the permittee shall submit a claim of beneficial use, which includes a map and report, prepared by a Certified Water Rights Examiner (CWRE).

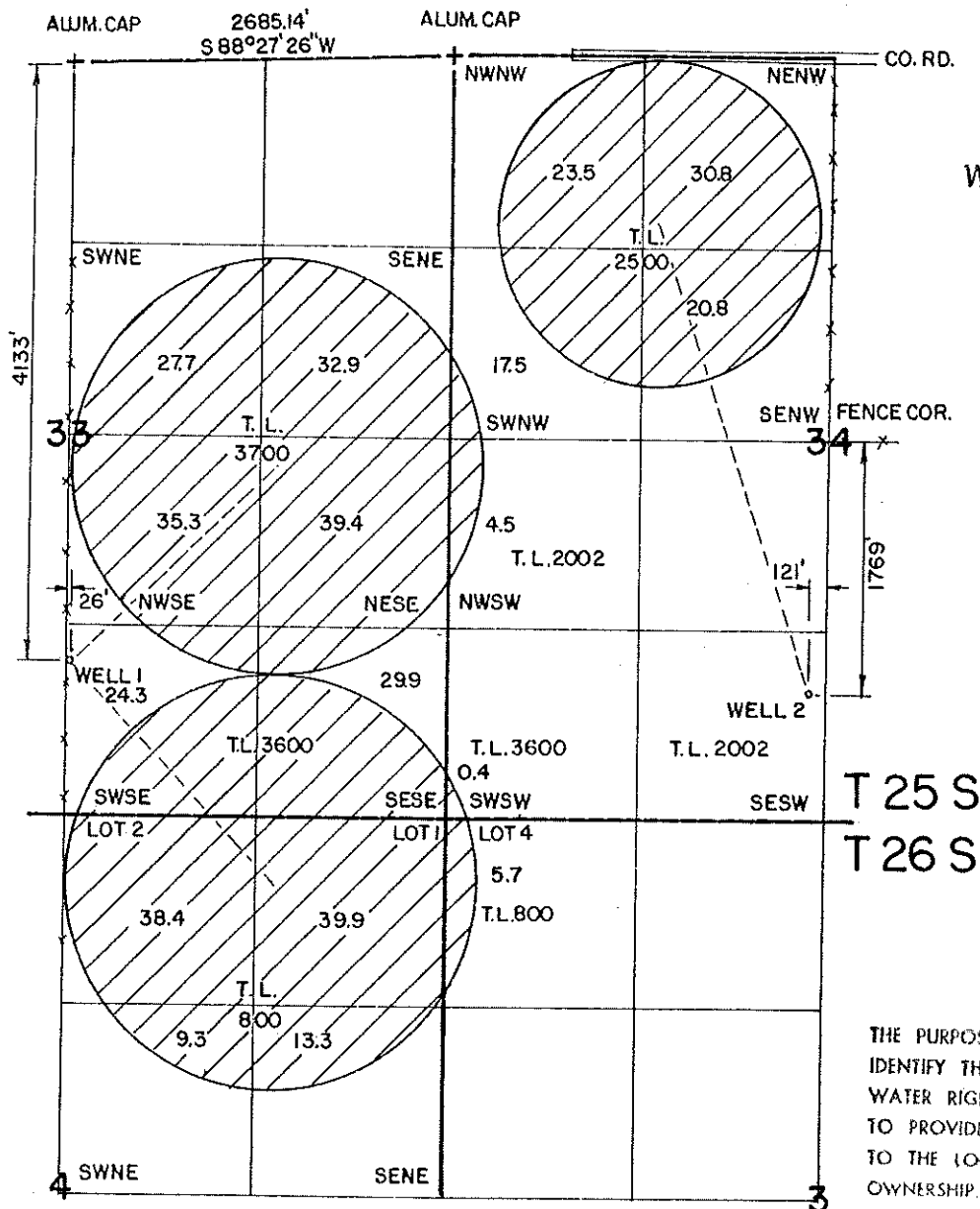
Issued April 5, 2007

E. Timothy Wall

Phillip C. Ward, Director
Water Resources Department

for

T 25 S,
T 26 S, R 30 E, WM



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THE PURPOSE OF THIS MAP IS TO
IDENTIFY THE LOCATION OF THE
WATER RIGHT. IT IS NOT INTENDED
TO PROVIDE INFORMATION RELATIVE
TO THE LOCATION OF PROPERTY
OWNERSHIP.

Application G-16460 Permit G-16165

RATTLESNAKE CREEK LAND & CATTLE CO., LLC

WATER RIGHT APPLICATION MAP

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
SEPTEMBER 23, 1977
CHRIS T. PALMER
1288

RENEW 1-1-2007

Scale: 4" = 1 MILE

Date: MAY 2005

Job: 2058

Dsn:

Drn: CHRIS

Ckd:

MAP's

M.A. PALMER & SONS, INC.
ENGINEERING & SURVEYING
711 Ponderosa Village • Box 61
Burns, Oregon 97720

Sht. No.

of

20032522

WHEN RECORDED RETURN TO:

Mark A. Norby
Stoel Rives LLP
Suite 2300
900 SW Fifth Avenue
Portland, OR 97204

STATE OF OREGON

County of Harney

I certify that the within instrument was received
for record on the 30 day of December
2003 at 3:34 o'clock P.M. and
recorded Microfilm number 20032522

Montoya
Records of said County.
Maria Murriaga, County Clerk
By De Robinson Deputy

(space above reserved
for recorders use)

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT AND FIXTURE
FILING

DATED: December 5, 2003

FROM: ANDY J. ROOT and JANA L. ROOT, husband and wife; ACW, INC., an Oregon
corporation, and RATTLESNAKE CREEK LAND & CATTLE COMPANY,
LLC, an Oregon limited liability company
PO Box 946
Burns, Oregon 97720

BORROWER

TO: HARVEST CAPITAL COMPANY, an Oregon corporation
675 N.W. 2nd Avenue, Suite 7
Canby, Oregon 97013

LENDER

Borrower is the owner of the real property in Harney County, Oregon described
on the attached Exhibit A.

Lender has loaned or agreed to loan to Borrower \$1,050,000 on certain terms and
conditions. Such amount will be repayable with interest according to the terms of a promissory
note given to evidence such indebtedness, dated the same as this Mortgage, under which the final
payment of principal and interest will be due on January 1, 2019. The promissory note, and any
note or notes given in renewal, modification, substitution or addition to the promissory note
originally issued, is referred to as "the Note." The Note provides that the interest rate and the
payment terms may be adjusted.

The term "Indebtedness" as used in this Mortgage shall mean (a) the principal and
interest payable under the Note, (b) any future amounts that Lender may in its discretion loan to
Borrower, with interest thereon, (c) any amounts expended or advanced by Lender to discharge
obligations of Borrower or expenses incurred by Lender to enforce obligations of Borrower, as
permitted under this Mortgage, with interest thereon as provided below, and (d) any amounts
with interest thereon at the rate specified in Section 12.4 below, payable by Borrower to Lender
under the Environmental Indemnity Agreement executed by Borrower this same date (the

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"Environmental Agreement") to the extent Lender specifically elects by written notice to Borrower to include such amounts in the Indebtedness.

To secure payment of the Indebtedness and performance of all obligations of Borrower under this Mortgage, Borrower mortgages and conveys to Lender the following:

(1) The real property in Harney County, Oregon described on attached Exhibit A (the "Real Property").

(2) All furnishings, fixtures (including trade fixtures), supplies, equipment and inventory used for the production of water on the Real Property or for the irrigation or drainage thereof, [all livestock handling equipment located on or used in connection with the Real Property, including, but not limited to, fences, windmills, stock tanks and stock watering equipment, corrals, portable fence panels and scales (but excluding self-propelled motor driven vehicles and farm implements customarily towed or attached thereto), a 1973 Glenbrook Mobile Home, VIN #4E004173S0008UX, and a 1977 Kit Mobile Home, VIN # 0Z29ZS5688, including without limitation the items described on attached Exhibit B whether now owned or hereafter acquired, and whether now existing or hereafter arising, and all accessions, parts, additions, replacements and substitutions for any of such property, and all proceeds (including insurance proceeds) from the sale or other disposition of any of such property, (the "Personal Property").

(3) All water, water rights, ditches and ditch rights, any permits, licenses, certificates or shares of stock evidencing any such water or ditch rights, and any such rights acquired in the future, which entitle Borrower to use water for any purpose upon the Real Property, including but not limited to the water rights described on attached Exhibit C (the "Water Rights").

Borrower presently assigns to Lender all of Borrower's right, title and interest in and to all rents, revenues, income, issues and profits (the "Income") from the Real Property and Personal Property, whether now or hereafter due.

Borrower grants Lender a security interest in the Income, the Water Rights and the Personal Property.

The real and personal property described above is referred to as the "Property."

This Mortgage is given and accepted on the following terms and conditions which Borrower will promptly and faithfully observe and perform:

1. PAYMENT AND PERFORMANCE

Borrower shall pay to Lender promptly when due all amounts payment of which is secured by this Mortgage and shall strictly perform all obligations imposed upon Borrower by this Mortgage.

2. POSSESSION AND MAINTENANCE OF THE PROPERTY

2.1 Possession. Until in default, Borrower may remain in possession and control of and operate and manage the Property and collect the Income from the Property.

2.2 Duty to Maintain. Borrower shall maintain the Property in good condition and promptly perform all repairs and maintenance necessary to preserve its value. The Real Property shall be cultivated in accordance with good husbandry practices and all farming and ranching operations shall be conducted in such a manner as to prevent deterioration of the Property.

2.3 Nuisance, Waste. Borrower shall not conduct or permit any nuisance and shall not commit or suffer any strip or waste on the Property.

2.4 Removal of Improvements. Borrower shall not demolish or remove any improvements from the Property without the prior written consent of Lender. Lender shall consent if Borrower makes arrangements satisfactory to Lender to replace any improvement which Borrower proposes to remove with one of at least equal value. "Improvements" shall include all existing and future buildings, structures and other fixtures and improvements now or hereafter installed in or attached to the Real Property, including but not limited to fences, corrals, scales, mobile homes, silos, storage facilities and irrigation equipment.

2.5 Lender's Right to Enter. Lender and its agents and representatives may enter upon the Property at all reasonable times to attend to Lender's interest and to inspect the Property and to inspect any and all financial and other records relating to Borrower's operations on the Property.

2.6 Compliance with Governmental Requirements. Borrower shall promptly comply with all laws, ordinances and regulations of all governmental authorities applicable to the use or occupancy of the Property. Borrower may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Property is not jeopardized.

2.7 Duty to Protect. Borrower shall do all other acts, in addition to those set forth in this Mortgage, that from the character and use of the Property are reasonably necessary to protect and preserve the security.

2.8 Water Rights. All existing water rights benefiting the Property shall be maintained by Borrower and applied to beneficial use so as to maintain the validity and priority of such rights. Borrower shall not sell or surrender any of the water rights, nor, without Lender's written consent, agree to any period of nonuse of the same.

3. TAXES AND LIENS

3.1 Payment. Borrower shall pay when due all taxes and assessments levied against or on account of the Property, and shall pay when due all claims for work done on or for

services rendered or material furnished to the Property. Borrower shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in Section 3.2.

3.2 Right to Contest. Borrower may withhold payment of any tax, assessment or claim in connection with a good faith dispute over obligation to pay, so long as Lender's interest in the Property is not jeopardized. If the Property is subjected to a lien which is not discharged within 15 days, Borrower shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale under the lien. In any contest proceedings, Borrower will defend itself and Lender and will name Lender as an additional obligee under any surety bond, and Borrower shall satisfy any final adverse judgment before enforcement against the Property.

3.3 Evidence of Payment. Borrower shall promptly furnish evidence of payment of taxes and assessments to Lender on its demand and shall authorize the appropriate county official to deliver to Lender at any time a written statement of the taxes and assessments against the Property, and shall pay the expense of a tax reporting service for the Property if required by Lender.

3.4 Notice of Construction. Borrower shall notify Lender at least 15 days before any work is commenced, any services are furnished or any materials are supplied to the Property if a construction lien could be asserted on account of the work, services or materials and the cost exceeds \$10,000. On Lender's request, Borrower will promptly furnish advance assurances satisfactory to Lender that Borrower can and will pay the cost of such improvements.

3.5 Farm or Forest Classification. Borrower agrees to maintain the farm use or forest lands classification of the Property on the tax rolls, and not to allow any act or omission which would disqualify the Property for assessment as farm or forest lands.

4. PROPERTY DAMAGE INSURANCE

4.1 Maintenance of Insurance. Borrower shall procure and maintain such policies of insurance as Lender may reasonably require. This shall include policies of fire insurance with standard extended coverage endorsements covering all improvements on the Property for their full insurable value, in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Lender, and comprehensive general liability insurance in such coverage amounts as Lender may request, with Lender as an additional insured. Policies shall be written in amounts, in form, on terms and with companies reasonably acceptable to Lender. Borrower shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of 10 days' written notice to Lender. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Borrower agrees to obtain and maintain Federal Flood Insurance for the unpaid balance of the Note, up to the maximum policy limits set under the National Flood Insurance Program.

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4.2 Application of Proceeds. Borrower shall promptly notify Lender of any loss or damage to the Property which exceeds \$2,500, Lender may make proof of loss if Borrower fails to do so within 15 days of the casualty. All proceeds of any insurance on the Property shall be held by Lender as part of the Property. If Borrower elects to restore the Property, Borrower shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Upon satisfactory proof of expenditure, Lender shall pay or reimburse Borrower from the proceeds for the reasonable cost of repair or restoration. If Borrower elects not to restore the Property, Lender shall retain a sufficient amount of the proceeds to pay all amounts due under this Mortgage, and shall pay the balance to Borrower. Any proceeds which have not been paid out within one (1) year after their receipt and which Borrower has not committed to the repair or restoration of the Property shall be used to prepay first accrued interest and then principal of Borrower's Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Borrower.

4.3 Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any foreclosure sale of the Property.

4.4 Borrower's Report on Insurance. Upon request by Lender, not more than once a year, Borrower shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining value; and (e) the expiration date of the policy.

5. WARRANTIES OF BORROWER

5.1 Title. Borrower warrants that it holds merchantable title to the Property in fee simple free of all encumbrances other than those set forth in the title insurance policy issued to Lender at closing.

5.2 Defense of Title. Subject to the exceptions in the paragraph above, Borrower warrants and will forever defend the title against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Borrower's title or the interest of Lender under this Mortgage, Borrower shall defend the action at its expense.

6. CONDEMNATION

6.1 Application of Net Proceeds. If all or any part of the Property is condemned, and the value of the portion so condemned exceeds \$2,500, Lender may elect to require that all or any portion of the net proceeds of the condemnation be applied on the Indebtedness. The "net proceeds" shall mean the total amount available after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Borrower and Lender in connection with the taking by condemnation. Sale of all or any part of the Property to a purchaser with the power of eminent domain in the face of a threat or the probability of the

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exercise of the power shall be treated as a taking by condemnation to which this section shall apply.

6.2 Proceedings. If any proceedings in condemnation are filed, Borrower shall promptly take such steps as may be necessary to defend the action and obtain the award. Borrower shall be entitled, at its option, to commence, appear in and prosecute in its own name, any action or proceeding, or to make any compromise or settlement, in connection with such taking or damage, and to obtain all compensation, awards or other relief therefore to which Borrower may be entitled.

7. TRANSFER OR ENCUMBRANCE BY BORROWER

7.1 Prohibition of Transfer Without Consent. Borrower shall not cause or permit any mortgage or other encumbrance to be placed on all or part of the Property. Borrower shall not sell, agree to sell, assign, convey, subcontract or otherwise transfer any part or all of the Property or any interest in the Property without the prior written consent of Lender, which consent may be withheld in Lender's sole discretion. If Borrower or a prospective transferee applies to Lender for consent to a transfer, Lender may require such information as may be reasonably necessary for Lender to assess the prospective transferee's prior business experience, reputation and financial ability to perform Borrower's obligation under this Mortgage. Without limiting the generality of the foregoing, the occurrence at any time of any of the following events, without Lender's prior written consent, shall be deemed a transfer of title to the Property:

(a) Any sale, conveyance, lease with a term greater than 3 years (including renewal options), assignment or other transfer of all or any part of the legal or equitable title to the Property;

(b) Any conveyance, grant or other transfer of the legal or equitable title to the Property which occurs by operation of law, by trustees in bankruptcy, executors or estate administrators or executors, or by or through a bankruptcy court.

(c) If Borrower is a corporation, partnership or limited liability company, a sale, transfer or assignment of the corporate stock, partnership interests or membership interests, respectively, which results in more than twenty-five percent (25%) of the corporate stock, partnership interests or membership interests being held by persons or entities which are not, on the date hereof, shareholders, partners or members.

7.2 Condition to Consent. As a condition of its consent to any transfer, Lender may in its discretion impose a service charge not exceeding 1 percent of the outstanding Indebtedness, and may increase the interest rate of the Indebtedness or otherwise require modification of the Note or this Mortgage. Lender may increase the amount of each remaining installment so that the Indebtedness will be fully paid by the original maturity date. In no event, however, shall the interest rate be increased beyond the maximum rate permitted under applicable law.

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7.3 Effect of Consent. Consent by Lender to one transfer shall not constitute a consent to other transfers or a waiver of this section. No transfer by Borrower shall relieve Borrower of liability for payment of the Indebtedness. Following a transfer, Lender may agree to any extension of time for payment or modification of the terms of this Mortgage or the Note or waive any right or remedy under this Mortgage or the Note without relieving Borrower from liability. Borrower waives notice, presentment and protest with respect to the Indebtedness.

8. SECURITY AGREEMENT; SECURITY INTEREST

8.1 Security Agreement. This instrument shall constitute a security agreement with respect to the Income, Water Rights and Personal Property included in the description of the Property.

8.2 Security Interest. Upon request by Lender, Borrower shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Income, the Water Rights and the Personal Property. Borrower hereby appoints Lender as Borrower's attorney in fact for the purpose of executing any documents necessary to perfect or continue the security interest granted therein and authorizes Lender to file such financing statements as Lender deems appropriate to protect its security interest in the Income, Water Rights and the Personal Property included in the description of the Property. Lender may file copies or reproductions of this Mortgage as a financing statement at any time and without further authorization from Borrower. Borrower will reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Borrower shall assemble the personal property and make it available to Lender within three days after receipt of written demand from Lender.

8.3 Fixture Filing. This instrument constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the county in which the Property is located with respect to any and all fixtures included within the term Property as used herein and with respect to any goods or other personal property that may now be or hereafter become fixtures.

Name and address of Lender (Secured Party) from whom information may be obtained:

Harvest Capital Company
675 N.W. 2nd Avenue, Suite 7
Canby, Oregon 97013

Address of Borrower (Debtor):

PO Box 946
Burns, Oregon 97720

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State of Organization and Organization Number of Borrower (Debtor):

Debtor	Tax ID Number	State of Organization	Organization Number
Andy J. Root			
Jana L. Root			
Rattlesnake Creek Land & Cattle Company, LLC		Oregon	535155-82
ACW, Inc.		Oregon	445771-87

8.4 Assignment of Leases.

8.4.1 As additional collateral and to further secure the Indebtedness and other obligations of Borrower, Borrower does hereby absolutely, presently and irrevocably assign, grant, transfer, and convey to Lender, its successors and assigns, all of Borrower's right, title, and interest in, to, and under all leases, subleases, tenant contracts, rental agreements, franchise agreements, management contracts, construction contracts and other contracts, licenses and permits, map approvals and conditional use permits, whether written or oral, now or hereafter affecting all or any part of the Property, and any agreement for the use or occupancy of all or any part of said Property which may have been made heretofore or which may be made hereafter, including any and all extensions, renewals, and modifications of the foregoing and all extensions, renewals, and modifications of the foregoing and guaranties of the performance or obligations of any tenants thereunder, and all other arrangements of any sort resulting in the payment of money to Borrower or in Borrower becoming entitled to the payment of money for the use of the Property or any part thereof whether such user or occupier is tenant, invitee, or licensee (all of the foregoing hereafter referred to collectively as the "Leases" and individually as a "Lease", and said tenants, invitees, and licensees are hereafter referred to collectively as "Tenants" and individually as "Tenant" as the context requires), which Leases cover all or portions of the Property; together with all of Borrower's right, title, and interest in and to all income, rents, issues, royalties, profits, rights and benefits and all Tenants' security and other similar deposits derived with respect to the Leases and with respect to the Property, including, without limitation, all base and minimum rents, percentage rents, additional rents, payments in lieu of rent, expense contributions, and other similar such payments and the right to collect the same as they become due, it being the intention of the parties hereto to establish an absolute transfer and assignment of all of the Leases and the Income to Lender, and not just to create a security interest.

8.4.2 Borrower hereby represents, warrants, and agrees as follows:

- (a) Borrower is the sole holder of the landlord's interest under the Leases, is entitled to receive the Income under the Leases and from the Property, and has the full right to sell, assign, transfer, and set over the same and to grant to and confer upon Lender the rights, interests, powers and authorities herein granted and conferred;
- (b) Borrower has made no pledge or assignment of the Leases or Income, other than to Lender, and Borrower shall not,

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after the date hereof, make or permit any such pledge or assignment.

8.4.3 Borrower hereby covenants and agrees as follows:

Borrower shall authorize and direct, and does hereby authorize and direct, each and every present and future Tenant of the whole or any part of the Property to pay all rental to Lender from and after the date of receipt of written demand from Lender to do so.

8.4.4 Although this Mortgage constitutes as absolute, present and current assignment of all Income, as long as no event of default as described in Section 10 on the part of the Borrower shall have occurred, Lender shall not demand that such Income be paid directly to Lender, and Borrower shall have a license to collect, but not more than one (1) month prior to the due date thereof all such Income from the Property (including, without limitation, all rental payments under the Leases).

9. RELEASE ON FULL PERFORMANCE

If Borrower pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Borrower under this Mortgage, Lender shall, if requested, execute and deliver to Borrower a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file.

10. DEFAULT

The following shall constitute events of default:

- (a) Failure of Borrower to pay any portion of the Indebtedness when it is due.
- (b) Failure of Borrower within the time required by this Mortgage to make any payment for taxes, insurance, or any other payment necessary to prevent filing or discharge of any lien (or within such time discharge or bond such lien in the manner permitted in Section 3.2 above).
- (c) Transfer or agreement to transfer any part or interest in the Property without the prior written consent of Lender, as required under Section 7 above, or any mortgage or other encumbrance of the Property in violation of Section 7.
- (d) Dissolution, termination of existence, insolvency on a balance sheet basis or business failure of Borrower; the commencement by Borrower of a voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Borrower in an involuntary case under federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Borrower to the appointment of a receiver, trustee or custodian of Borrower or of any of Borrower's property; an assignment for the benefit of

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SALEM, OREGON

Portland 4452854.1 0021392-00021

creditors by Borrower; the making or suffering by Borrower of a fraudulent transfer under applicable federal or state law; concealment by Borrower of any of its property in fraud of creditors; the making or suffering by Borrower of a preference within the meaning of the federal bankruptcy law; the imposition of a lien through legal proceedings or distraint upon any of the property of Borrower which is not discharged or bonded in the manner permitted by Section 3.2 above; or Borrower's failure generally to pay its debts as such debts become due. The events of default in this paragraph shall apply and refer to Borrower and to each of the individuals or entities which are collectively referred to as "Borrower."

(e) Any breach of any representation or warranty in the Environmental Agreement or this Mortgage.

(f) Failure of Borrower to perform any other obligation under this Mortgage or the Environmental Agreement within 15 days after receipt of written notice from Lender specifying the nature of the default or, if the default cannot be cured within 15 days, failure within such time to initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practicable. No notice of default and no opportunity to cure shall be required if during the prior 12 months Lender has already sent a notice to Borrower concerning default in performance of the same obligation.

(g) A default occurs under that certain promissory note dated April 7, 2003 in the original principal amount of \$900,000 made by Borrower to the order of Lender (the "\$900,000 Note"), or under any document securing or executed in connection with the \$900,000 Note (the "\$900,000 Loan Documents"), which is not cured within any applicable grace period in the \$900,000 Loan Documents.

(h) A default occurs under that certain promissory note dated April 7, 2003 in the original principal amount of \$2,800,000 made by Borrower to the order of Lender (the "\$2,800,000 Note"), or under any document securing or executed in connection with the \$2,800,000 Note (the "\$2,800,000 Loan Documents"), which is not cured within any applicable grace period in the \$2,800,000 Loan Documents.

(i) Lender determines in good faith that the prospect of payment of the Indebtedness or the prospect of performance of any agreement or obligation securing the same or relating thereto is significantly impaired.

11. RIGHTS AND REMEDIES ON DEFAULT

11.1 Remedies. Upon the occurrence of any event of default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies:

(a) Lender may declare the entire Indebtedness immediately due and payable.

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(b) Lender may obtain a decree foreclosing Borrower's interest in all or any part of the Property. If permitted by applicable law, Lender may foreclose Borrower's interest in all or any part of the Property by nonjudicial sale.

(c) If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

(d) With respect to all or any part of the Property that constitutes personalty, may exercise the rights and remedies of a secured party under the Uniform Commercial Code.

(e) Lender shall have the right, without notice to Borrower to take possession of the Property, to collect the Income, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user to make payments of rent or use fees directly to Lender. If the Income is collected by Lender, then Borrower irrevocably designates Lender as Borrower's attorney in fact to endorse instruments received in payment thereof in the name of Borrower and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this paragraph either in person, by agent or through a receiver.

(f) Lender shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, to collect the Income from the Property and to apply the proceeds, over and above cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

(g) In the event Borrower remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower, Borrower shall become a tenant at will of Lender or the purchaser of the Property and shall pay a reasonable rental for use of the Property while in Borrower's possession.

11.2 Rights of Receiver or Lender-in-Possession. Upon taking possession of all or any part of the Property, the receiver or Lender may:

(a) Use, operate, manage, control and conduct business on the Property and make expenditures for all maintenance and improvements as in its judgment are proper;

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(b) Collect the Income from the Property and apply such sums to the expenses of use, operation and management;

(c) At Lender's option, complete any construction in progress on the Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Lender deems appropriate.

If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Lender (if Lender, in its sole discretion, agrees to lend) or otherwise, or Lender may borrow or advance, such sums as the receiver or Lender may deem necessary for the purposes stated in this paragraph. The amounts borrowed or advanced shall bear interest from the date of expenditure until repaid at the same interest rate as provided in Section 12.4 below. Such sums shall become a part of the Indebtedness secured by this Mortgage and shall be payable by Borrower on demand.

11.3 Sale of the Property. In exercising its rights and remedies, Lender may cause all or any part of the Property to be sold as a whole or in parcels, and certain portions of the Property may be sold without selling other portions. Lender may bid at any public sale on all or any portion of the Property.

11.4 Notice of Sale. Lender shall give Borrower reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other disposition of the personal property is to be made. Reasonable notice shall mean notice given at least 10 days prior to the time of the sale or disposition.

11.5 Waiver; Election of Remedies. A waiver by either party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and all remedies of Lender under this Mortgage are cumulative and not exclusive. An election to make expenditures or to take action to perform an obligation of Borrower shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

11.6 Attorneys' Fees; Expenses. In the event suit or action is instituted to enforce any of the terms of this Mortgage, the prevailing party shall be entitled to recover its reasonable attorneys' fees at trial, on any appeal and on any petition for review, in addition to all other sums provided by law. Whether or not any court action is involved, all reasonable expenses incurred by Lender that are necessary at any time in Lender's opinion for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the same interest rate as provided in Section 12.4 below. Expenses covered by this paragraph include (without limitation) the cost of searching records and obtaining title reports, surveyors' reports, attorneys' opinions and title insurance.

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12. MISCELLANEOUS

12.1 Time of Essence. Time is of the essence of this Mortgage.

12.2 Binding upon Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Borrower's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns.

12.3 Security Agreement. In construing this Mortgage, the term "Mortgage" shall encompass the term "security agreement" when the instrument is being construed with respect to any personal property.

12.4 Expenditure by Lender. If Borrower fails to comply with any provision of this Mortgage, Lender may elect to take the required action on Borrower's behalf, and any amount that Lender expends in so doing shall be added to the Indebtedness. Amounts so added shall be payable on demand with interest from the date of expenditure at the Default Rate (as specified in the Note). Such action by Lender shall not constitute a cure or waiver of the default or any other right or remedy which Lender may have on account of Borrower's default.

12.5 Notices. Any notice under this Mortgage shall be in writing and shall be effective when either delivered in person or, if mailed, shall be deemed effective when deposited as registered or certified mail, postage prepaid, addressed to the party at the address stated in this Mortgage. Any party may change its address for notices by written notice to the other.

12.6 Modification or Extension of Indebtedness; Release of Obligors. The taking by Borrower of any additional security, the release of any person now or hereafter liable for the repayment of the Indebtedness, or any extension of the time of payment of the Indebtedness or the renewal thereof, shall not diminish the effectiveness of this Mortgage or the lien of this Mortgage and shall not affect or impair the liability of any maker, surety or endorser for the payment of the Indebtedness.

12.7 Release of Security. Lender shall have the right to release, with or without consideration or credit on the Indebtedness secured, any part of the Property. Without regard to the existence of any junior encumbrance and without the consent of such junior encumbrance, and such release shall have no further effect upon the rank, lien or estate conveyed of this Mortgage.

12.8 Waiver of Marshalling. Borrower expressly waives, to the full extent permitted by law, and relinquishes any right to claim a marshalling of assets in respect to the Property, or any part thereof, in the event of the foreclosure or other enforcement of this Mortgage.

12.9 Invalid Provisions to Affect No Others. If any of the provisions contained in the Note or this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions in this Mortgage and the Note shall not be affected thereby.

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SALEM, OREGON

12.10 Changes in Writing. This Mortgage and any of its terms may only be changed, waived, discharged or terminated by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement subsequently made by Borrower or Lender relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

12.11 Exhibits. The following exhibits are attached to this Mortgage and incorporated herein by reference:

Exhibit A - Real Property
Exhibit B - Certain Equipment
Exhibit C - Water Rights

12.12 Applicable Law. The law of the State of Oregon, including applicable federal law, shall be applicable for the purpose of construing and determining the validity of this Mortgage and, to the fullest extent permitted by the law of any state in which any of the Property is located, determining the rights and remedies of Lender on default.

12.13 Jurisdiction. In the event of a lawsuit relating to, or to enforce, this Mortgage, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Harney County, State of Oregon.

12.14 Loan Purpose. The Borrower acknowledges that the proceeds of the Note are primarily for agricultural, commercial, investment or business purposes, and are not for a consumer transaction (which is defined as a transaction primarily for personal, family or household purposes).

12.15 Dissemination of Information. If the Lender determines at any time to sell, transfer or assign the Note, this Mortgage and any other security instruments, and any or all servicing rights with respect thereto, or to grant participations therein ("Participations") or issue, in a public offering or private placement, mortgage pass-through certificates or other securities evidencing a beneficial interest in the loan ("Securities"), Lender may forward to each purchaser, transferee, assignee, servicer, participant, investor, or their respective successors in such Participations and/or Securities ("collectively, the "Investor"), any rating agency rating such Securities and each prospective Investor, all documents and information which Lender now has or may hereafter acquire relating to the Indebtedness and to the Borrower, any guarantor, any indemnitors and the Property, which shall have been furnished by Borrower, any guarantor or any indemnitors, as Lender determines necessary or desirable.

WARNING: UNLESS YOU (BORROWER) PROVIDE US (LENDER) WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY OUR CONTRACT OR LOAN AGREEMENT, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES

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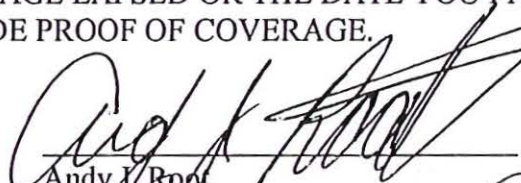
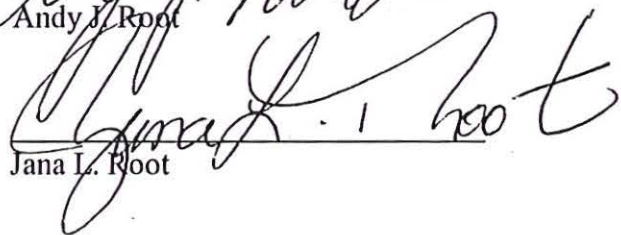
APR 30 2007

WATER RESOURCES DEPT
SALEM, OREGON

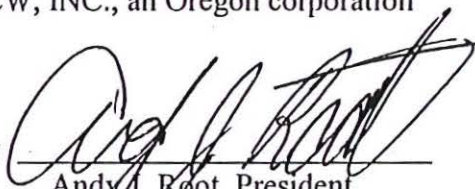
CONTRACT # 26001522

DAMAGED, THE COVERAGE WE PURCHASE MAY NOT
PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE
AGAINST YOU. YOU MAY LATER CANCEL THIS
COVERAGE BY PROVIDING EVIDENCE THAT YOU
HAVE OBTAINED PROPERTY COVERAGE ELSEWHERE.
YOU ARE RESPONSIBLE FOR THE COST OF ANY
INSURANCE PURCHASED BY US. THE COST OF THIS
INSURANCE MAY BE ADDED TO YOUR CONTRACT OR
LOAN BALANCE. IF THE COST IS ADDED TO YOUR
CONTRACT OR LOAN BALANCE, THE INTEREST RATE
ON THE
UNDERLYING CONTRACT OR LOAN WILL APPLY TO
THIS ADDED AMOUNT. THE EFFECTIVE DATE OF
COVERAGE MAY BE THE DATE YOUR PRIOR
COVERAGE LAPSED OR THE DATE YOU FAILED TO
PROVIDE PROOF OF COVERAGE.

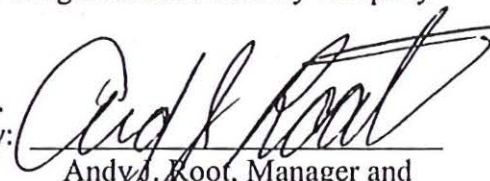
BORROWER:


Andy J. Root

Jana L. Root

ACW, INC., an Oregon corporation

By: 
Andy J. Root, President

RATTLESNAKE CREEK LAND &
CATTLE COMPANY, LLC,
an Oregon limited liability company

By: 
Andy J. Root, Manager and
Sole Member

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SALEM, OREGON

1522

STATE OF OREGON)
)ss.
County of Harney)

This instrument was acknowledged before me on Dec 9, 2003, by Andy J. Root.



Terri Jo Morgan
Notary Public for OREGON
My commission expires: 12-19-06

STATE OF OREGON)
)ss.
County of Harney)

This instrument was acknowledged before me on Dec 9, 2003, by Jana L. Root.



Terri Jo Morgan
Notary Public for OREGON
My commission expires: 12-19-06

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WATER RESOURCES DEPT
SALEM, OREGON

notarized 12/2003 2522

STATE OF OREGON)
)ss.
County of Harney)

This instrument was acknowledged before me on Dec 9, 2003, by Andy J. Root, President of ACW, Inc., an Oregon corporation.



TERRI JO MORGAN
Notary Public for OREGON
My commission expires: 12-19-06

STATE OF OREGON)
)ss.
County of Harney)

This instrument was acknowledged before me on Dec 9, 2003, by Andy J. Root, Manager and Sole Member of Rattlesnake Creek Land & Cattle Company, LLC, an Oregon limited liability company.



TERRI JO MORGAN
Notary Public for OREGON
My commission expires: 12-19-06

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WATER RESOURCES DEPT
SALEM, OREGON

ASSENT # 2003 2512

EXHIBIT A

Legal Description

PARCEL 1

In Twp. 25 S., R. 30 E., W.M.:

Sec. 28: SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$.

Sec. 29: S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.

Sec. 32: NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ S $\frac{1}{2}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$.

Sec. 33: W $\frac{1}{2}$, SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$.

Sec. 34: A parcel of land located in the S $\frac{1}{2}$ of Sec. 34, more particularly described as follows:

Parcel No. 1 of Partition Plat No. 90-09-08, recorded September 6, 1990,
Instrument No. 901262, Harney County, Plat Records.

SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$, EXCEPTING THEREFROM right of way over the
N $\frac{1}{2}$ NW $\frac{1}{4}$ conveyed to Harney County, Oregon, by deed recorded June 18, 1962,
in Book 71, Page 355, Deed Records.

In TWP. 26 S., R. 30 E., W.M.:

Sec. 3: Government Lots 1, 2, 3 and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.

Sec. 4: Government Lots 1, 2, 3 and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$.

Sec. 5: Government Lots 1, 2 and 3, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$.

Sec. 8: E $\frac{1}{2}$ E $\frac{1}{2}$.

Sec. 9: All.

Sec. 10: NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$.

PARCEL 2

A parcel of land located in the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 34, SW $\frac{1}{4}$ of Sec. 35, Twp. 22 S., R. 32 E., W.M., and the W $\frac{1}{2}$ of Sec. 2, and the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 3, Twp. 23 S., R. 32 E., W.M., more particularly described, as follows:

Parcel No. 1B of Partition Plat No. 03-06-153, recorded June 19, 2003, Instrument No. 20031196, Harney County, Plat Records.

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SALEM, OREGON

EXHIBIT # 2003 2522

EXHIBIT B TO MORTGAGE

IRRIGATION FINANCING STATEMENT SUMMARY

Name Andy J. & Jana L. Root
County, State Harney County, Oregon
Acres 4,921.00

POWER UNIT				PUMP UNIT		
PUMP SITE	MANUFACTURER	HORSE POWER	SERIAL NUMBER	MANUFACTURER	TYPE	SERIAL #
<u>Tract I - Meadowlands Place</u>						
1		20			Submersible	
2		25			Submersible	
3	GE-US Electric	40	ID # R-6229-04-204	National	Turbine	R3250640M
4		20			Submersible	
<u>Tract II - Leathers Place</u>						
Pivots 1, 2, & 3	US Electric	200	Model# 6349	National	Turbine	H0200S2SL6
Pivots 4 & 5	Newman	200	399P096H01	Johnson	Turbine	unreadable
Pivot 6	Newman	125	52302	Cloud	Turbine	405TP
Pivot 7	US Motors	40	ID # F0501069456-003R	Johnson	Turbine	unreadable

PIVOTS		
PUMP SITE	MANUFACTURER	SERIAL NUMBER
<u>Tract I - Meadowlands Place</u>		
	Zinnatic 10-Tower	125519
<u>Tract II - Leathers Place</u>		
Pivot 1	Valley 7-Tower	1015235
Pivot 2	Valley 8-Tower	1015236
Pivot 3	Pierce 10-Tower	1174-0065
Pivot 4	Valley 8-Tower	1811216RE
Pivot 5	Valley 8-Tower	1811217RE
Pivot 6	Valley 8-Tower	1811218RE
Pivot 7	Valley 5-Tower	1811219

OTHER IRRIGATION EQUIPMENT
<u>Tract I - Meadowlands Place</u>
4 Western 1/4 self-leveling wheelines

MANUFACTURED HOMES				
Make/Model	Year Built	Vehicle Id. No.	Plate Number	Title Number
<u>Tract I - Meadowlands Place</u>				
KIT - 924 sf	1977	0Z29ZS5688	X154798	15406940
<u>Tract II - Leathers Place</u>				
Glenbrook - 1,440 sf	1973	4E004173S0008UX	X094148	15277730

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SALEM, OREGON

EXHIBIT C TO MORTGAGE

WATER RIGHT SUMMARY

Andy J. & Jana L. Root
Harney County, Oregon

		Primary						
Section	Source	Amount (CFS)	Water Right Acres	Priority Date	Application Number	Permit Number	Certificate Number	Permittee Name
Tract I - Meadowlands Place (T. 23S, R32E.)								
2	Well 4	0.95	75.80	12/9/1981		G-9525	64026	Jett C. Blackburn
3	Wells 1 & 2	0.50	79.89	9/29/1983	G-11104	G-10243		Jett C. Blackburn
2	Wells 1, 2 & 3	2.85	158.00	9/9/1994	G-13822	G-12676		Ernie E. Ruhl
TOTAL Water Rights - Tract I			313.69					
Tract II - Leathers Place (T. 26S., R.30E.)								
4	Wells 1, 2, 3, 4, & 5	3.00	80.00	4/10/81	G-10268	G-9419		Aldrich / Buermann
5	Wells 1, 2, 3, 4, & 5	3.00	40.00	4/10/81	G-10268	G-9419		Aldrich / Buermann
8	Wells 1, 2, 3, 4, & 5	3.00	80.00	4/10/81	G-10268	G-9419		Aldrich / Buermann
9	Wells 1, 2, 3, 4, & 5	3.00	590.00	4/10/81	G-10268	G-9419		Aldrich / Buermann
(T.25S., R.30E.)								
28	Well	3.00	65.10	7/20/95	G-14136	G-12841		Denny Land & Cattle
29	Well	3.00	82.10	7/20/95	G-14136	G-12841		Denny Land & Cattle
32	Well	3.00	114.40	7/20/95	G-14136	G-12841		Denny Land & Cattle
33	Well	3.00	131.90	7/20/95	G-14136	G-12841		Denny Land & Cattle
TOTAL Water Rights - Tract II			1,183.50					

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SALEM, OREGON

EXHIBIT "A"

INSTRUMENT # 23008 2524

Land in Harney County, Oregon, as follows:

TITLE "A"

In Twp. 25 S., R. 30 E., W.M.:

Sec. 28: SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$.

Sec. 29: S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.

Sec. 32: NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ S $\frac{1}{2}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$.

Sec. 33: W $\frac{1}{2}$, SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$.

Sec. 34: A parcel of land located in the S $\frac{1}{2}$ of Sec. 34, more particularly described as follows:

Parcel No. 1 of Partition Plat No. 90-09-08, recorded September 6, 1990, Instrument No. 901262, Harney County, Plat Records.

SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$, EXCEPTING THEREFROM right of way over the N $\frac{1}{2}$ NW $\frac{1}{4}$ conveyed to Harney County, Oregon, by deed recorded June 18, 1962, in Book 71, Page 355, Deed Records.

In Twp. 26 S., R. 30 E., W.M.:

Sec. 3: Government Lots 1, 2, 3 and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.

Sec. 4: Government Lots 1, 2, 3 and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$.

Sec. 5: Government Lots 1, 2 and 3, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$.

Sec. 8: E $\frac{1}{2}$ E $\frac{1}{2}$.

Sec. 9: All.

Sec. 10: NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$.



Oregon

Theodore R. Kulongoski, Governor

Water Resources Department

North Mall Office Building
725 Summer Street NE, Suite A
Salem, OR 97301-1266
503-986-0900
FAX 503-986-0904

April 20, 2007

Rattlesnake Creek Land and Cattle Co., LLC
Attn: Andy Root
524 Hwy 20 North
Hines, OR 97738

Andy File

REFERENCE: Permit Amendment Application (Permit G-16165)

Dear Mr. Root:

We received your permit amendment application and check totaling \$350 on April 18, 2007. Due to the reasons outlined below, however, we are unable to accept the application at this time.

Permit Amendment Application Form

1. The permit amendment application form you submitted is no longer in use and cannot be accepted. **Your application must be submitted on the current permit amendment application form**, which has been in use and available by contacting the Department (or accessing its website) since October 2006. I have enclosed a copy of the current permit amendment application form for your use.

Location Coordinates for Permitted Well #2

2. It appears you are proposing to replace one of the permitted wells (Well #2) with proposed Well #3. The location coordinates listed on the application for Well #2, however, do not match the location coordinates for Well #2 listed in Permit G-16165 or illustrated on your permit amendment map. **Please review the information and resolve this discrepancy as appropriate.** I have enclosed a copy of Permit G-16165 along with your original permit amendment application and map for your review.

Because of the problems described above, we are returning your application materials and check in the amount of \$350. You may resubmit the application once the issues outlined above are resolved.

If you have any questions, you may contact me at (503) 986-0883.

Sincerely,

for Sarah Henderson
Sarah Henderson
Field Services Division

Resubmit

4-24-07

cc: June Miller, Dist #10 Watermaster
Fiscal Section

enclosures

S:\groups\fs\transfer\In Progress\Henderson\reject_rattlesnake creek_permit amend_4-19-07.doc

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APR 30 2007

**WATER RESOURCES DEPT
SALEM, OREGON**

T 10376



355 N. Broadway, Burns, OR 97720 ☎ Ph: 541-573-2022 Fax: 541-573-3915

Water Resource Department

Dorothy I. Pedersen

North Mall Office Building

725 Summer St. NE Suite A

Salem, OR 97301-1266

Statement

DATE 2/6/08

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

DATE	CHARGES AND CREDITS	BALANCE
1/23/08	Amendment T-10376	
1/30/08	Amendment T-10376	
2/6/08	Amendment T-10376	
	Rattlesnake Creek Land and Cattle Co.	
RECEIVED FEB 11 2008 WATER RESOURCES DEPT SALEM, OREGON		
	Total	

Please pay from this statement. Thank you!

BURNS TIMES-HERALD

AFFIDAVIT OF PUBLICATION

STATE OF OREGON

(
(s.s.

County of Harney

I, Susan Pedersen, being first and duly sworn, depose and say that I am the General Manager of the Burns Times-Herald, a newspaper of general circulation, as defined by ORS 193.010 and 193.020, published at Burns, in the aforesaid County and State by the Burns Times Herald that the

Public Notice: Amendment T-10376

a printed copy of which is hereto annexed, was published in the said newspaper for

3 successive and consecutive weeks in the following issues:

Dates of Publication: JANUARY 23, 30 AND FEBRUARY 6, 2008

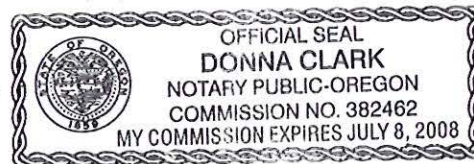
Signed

Susan Pedersen

By Susan Pedersen, General Manager
The Burns Times-Herald

Subscribed and sworn before me this 6th day of Feb 2008

Donna Clark
Notary Public for Oregon



PERMIT AMENDMENT

Notice of Permit
Amendment T-10376

T-10376 filed by Rattlesnake Creek Land and Cattle Co., LLC, 524 Highway 20 N., Hines, Oregon, 97738 proposes a change in point of appropriation of Well 2 under Permit G-16165. The permit allows the use of 1.13 cfs (priority date May 16, 2005) from Well 2 in Sec. 34, T 25 S, R 30 E, W.M. (Harney Lake Basin) for irrigation in Sects. 33 and 34, T 25 S, R 30 E, W.M. and Sects. 3 and 4, T 26 S, R 30 E, W.M. The applicant proposes to change the point of appropriation to Well 3 approximately 4450 feet northwest (Sec. 34, T 25 S, R 30 E, W.M.). The Water Resources Department has concluded that the proposed permit amendment appears to be consistent with the requirements of ORS 537.211. The last date of newspaper publication is February 6, 2008.

Publish January 23 and 30
and February 6, 2008

No. _____

STATE OF OREGON
for the
COUNTY OF HARNEY

Filed _____, 20____

Clerk

Deputy

From the Office of _____

Attorney for _____

RECEIVED

FEB 11 2008

WATER RESOURCES DEPT
SALEM, OREGON



Oregon

Theodore R. Kulongoski, Governor

Water Resources Department

North Mall Office Building
725 Summer Street NE, Suite A
Salem, OR 97301-1266
503-986-0900
FAX 503-986-0904

January 11, 2008

check
Rattlesnake Land and Cattle Co., LLC
Andy Root
524 Highway 20 N
Hines, Oregon 97738

Reference: Permit Amendment Application 10376

Dear Mr. Root,

On August 7, 2007, I sent you a letter (copy enclosed) with a permit amendment notice enclosed. The notice was to be published in a local newspaper in the area of your water right permit. I also requested an affidavit of publication as proof of publication. To this date I have not yet received the affidavit of publication.

If the notice has been published, please send me the affidavit of publication.

If the notice has not been published, enclosed is a permit amendment notice which must be published in a local newspaper in the general area of the permit (newspapers with statewide circulation such as the Capital Press, Journal of Commerce, etc. do not qualify). The notice must be published at least **once a week for three consecutive weeks**. Please have the newspaper insert the appropriate final date of publication in the place indicated in the notice. **Payment of the cost of publication is your responsibility; please do not send any billing to the Water Resources Department.**

Please request an **affidavit of publication** from the newspaper following publication and send it to me, Kelly Starnes, at the address at the top of the page.

Upon receipt of the affidavit, processing will continue on the permit amendment application.

If you have any questions, please call me at (503)-986-0886. My e-mail address is Patrick.K.STARNES@wrdd.state.or.us.

Sincerely,

Kelly Starnes
Permit amendment processor

encs



Oregon

Theodore R. Kulongoski, Governor

Water Resources Department
North Mall Office Building
725 Summer Street NE, Suite A
Salem, OR 97301-1266
503-986-0900
FAX 503-986-0904

August 7, 2007

Rattlesnake^{Creek} Land and Cattle Co., LLC
524 Highway 20 N
Hines, Oregon 97738

Reference: Permit Amendment Application T-10376

Enclosed is a permit amendment notice which must be published in a local newspaper in the general area of the permit (newspapers with statewide circulation such as the Capital Press, Journal of Commerce, etc. do not qualify). The notice must be published at least once a week for three consecutive weeks. Please have the newspaper insert the date of last publication in the proper place.

After publication, the Department needs to receive an **affidavit of publication** specifying the dates the notice was published. Please have the newspaper prepare and mail an original affidavit of publication to me, at the address above, by **September 24, 2007**.

Upon receipt of the affidavit, processing will continue on the permit amendment application.

Enclosed also is a draft of the final order for your information.

Please do not hesitate to contact me at 503-986-0886 or Patrick.K.Starnes@wrld.state.or.us, if you have questions.

Sincerely,

Kelly Starnes

Permit amendment processor

enc

cc: June Miller, District 10 Watermaster

Notice of Permit Amendment T-10376

T-10376 filed by Rattlesnake Creek Land and Cattle Co., LLC, 524 Highway 20 N, Hines, Oregon, 97738 proposes a change in point of appropriation of Well 2 under Permit G-16165. The permit allows the use of 1.13 cfs (priority date May 16, 2005) from Well 2 in Sec. 34, T 25 S, R 30 E, W.M. (Harney Lake Basin) for irrigation in Sects. 33 and 34, T 25 S, R 30 E, W.M. and Sects. 3 and 4, T 26 S, R 30 E, W.M. The applicant proposes to change the point of appropriation to Well 3 approximately 4450 feet northwest (Sec. 34, T 25 S, R 30 E, W.M.). The Water Resources Department has concluded that the proposed permit amendment appears to be consistent with the requirements of ORS 537.211. The last date of newspaper publication is [DATE OF LAST PUBLICATION].

**BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON**

In the Matter of Permit Amendment
T-10376, Harney County

)
)
)

DRAFT FINAL ORDER
APPROVING A CHANGE IN POINT OF
APPROPRIATION

Authority

ORS 537.211 establishes the process in which a water right permit holder may submit a request to change the point of appropriation and/or place of use authorized under an existing water right permit.

Applicant

Rattlesnake Creek Land and Cattle Co. LLC
524 Highway 20 North
Hines, Oregon 97738

Findings of Fact

1. On April 30, 2007, Rattlesnake Creek Land and Cattle Co., LLC, filed an application to change the point of appropriation of Well 2 under Permit G-16165. The Department assigned the application number T-10376.
2. The permit to be amended is as follows:

Permit: G-16165, in the name of Rattlesnake Creek Land and Cattle Co., LLC;
Use: Irrigation
Priority Date: May 16, 2005
Quantity: 4.92 cubic feet per second (cfs); being 3.79 cfs from Well 1 and 1.13 cfs from Well 2
Rate/Duty: The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, is limited to a diversion of ONE-EIGHTIETH of one cubic foot per second (or its equivalent) and 3.0 acre-feet for each acre irrigated during the irrigation season of each year.
Acres: 393.6 acres
Source: Wells 1 and 2, in the Harney Lake Basin.
Date of Complete Application of Water: October 1, 2011

Authorized Points of Appropriation:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
25 S	30 E	WM	33	SW SE	Well 1 (HARN 51146) - 4133 feet South and 26 feet East from the N¼ Corner of Section 33
25 S	30 E	WM	34	SE SW	Well 2 (HARN 51233) - 1769 feet South and 121 feet West from the C¼ Corner of Section 34

Authorized Place of Use:

IRRIGATION					
Twp	Rng	Mer	Sec	Q-Q	Acres
25 S	30 E	WM	33	SW NE	27.7
25 S	30 E	WM	33	SE NE	32.9
25 S	30 E	WM	33	NE SE	39.4
25 S	30 E	WM	33	NW SE	35.3
25 S	30 E	WM	33	SW SE	24.3
25 S	30 E	WM	33	SE SE	29.9
25 S	30 E	WM	34	NE NW	30.8
25 S	30 E	WM	34	NW NW	23.5
25 S	30 E	WM	34	SW NW	17.5
25 S	30 E	WM	34	SE NW	20.8
25 S	30 E	WM	34	NW SW	4.5
25 S	30 E	WM	34	SW SW	0.4
26 S	30 E	WM	3	NW NW	5.7
26 S	30 E	WM	4	NE NE	39.9
26 S	30 E	WM	4	NW NE	38.4
26 S	30 E	WM	4	SW NE	9.3
26 S	30 E	WM	4	SE NE	13.3

3. Application T-10376 proposes to change the point of appropriation of Well 2 under the permit to:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
25 S	30 E	WM	34	NW NW	Well 3 (HARN 1096) - 700 feet South and 300 feet West from the NW Corner of Section 34

4. Notice of the application for the permit amendment was published in the Department's weekly notice on May 8, 2007, and in the _____ newspaper on _____, 2007, pursuant to ORS 540.520(5). No comments were filed in response to the notices.
5. The change would not result in injury to other water rights.
6. The change does not enlarge the permit.
7. The change does not alter any other terms of the permit.

Conclusions of Law

The change in point of appropriation for Well 2 proposed by Permit Amendment Application T-10376 is consistent with the requirements of ORS 537.211.

Now, therefore, it is ORDERED:

The change and subsequent use of water shall be subject to the following conditions:

1. The quantity of water diverted at the new point of appropriation (Well 3) shall not exceed the maximum rate and duty allowed for Well 2 under Permit G-16165.
2. Prior to water use from the proposed point of appropriation, the permittee shall install a meter or other suitable measuring device as approved by the Director. The permittee shall maintain the meter or measuring device in good working order, and shall keep a complete record of the amount of water used each month and shall submit a report which includes the recorded water use measurements to the Department annually or more frequently as may be required by the Director. Further, the Director may require the permittee to report general water use information, including the place and nature of use of water under the permit.

The permittee shall allow the watermaster access to the meter or measuring device; provided however, where the meter or measuring device is located within a private structure, the watermaster shall request access upon reasonable notice.

3. Water shall be acquired from the same aquifer as the original point of appropriation.
4. All other terms and conditions of Permit G-16165 remain the same.
5. Permit G-16165, in the name of Rattlesnake Creek Land and Cattle Co., LLC, is amended as described herein.

Dated at Salem, Oregon this ____ day of _____, 2007.

D R A F T

Phillip C. Ward,
Director



Oregon

John A. Kitzhaber, M.D., Governor

Water Resources Department

Commerce Building
158 12th Street NE
Salem, OR 97310-0210
(503) 378-3739
FAX (503) 378-8130

INTEROFFICE MEMO

TO: TRANSFER SECTION

DATE: 5-7-07

FROM: _____ WATERMASTER, DISTRICT # _____
_____ X _____ GROUNDWATER SECTION

(SIGNATURE) Mike Zwart date signed 7/23/07

SUBJECT: PERMIT AMENDMENT # 10376

A change in: POU POD POA of water.

In the name(s) of Rattlesnake Creek Land + Cattle Co.

In my opinion (assuming the right is valid), the proposed change

☒ MAY BE MADE WITHOUT INJURY ☐ WOULD RESULT IN INJURY* to an existing water right.

*The approval of this transfer application would result in injury to other water rights because _____

The existing right may not be valid because _____

Headgate notices HAVE HAVE NOT Been issued for diversion from the source(s) which serve(s) this right.

If for change in point of diversion, is there any intervening point(s) for diversion between the authorized and proposed points of diversion? (Yes or No) _____

In my opinion, the order approving the subject transfer application should include the following in regard to the appropriator installing suitable measuring devices in the diversion works:

_____ (1) PRIOR to the diverting of water at the new point of diversion . . .

_____ (2) WHEN IN the judgement of the watermaster it becomes necessary . . .

The enclosed copy of the transfer application and map(s) is for your records.



**OREGON WATER RESOURCES DEPARTMENT
INTEROFFICE MEMO**

To: Ground Water files Date: July 23, 2007

From: Michael J. Zwart

Subject: Application Review: T-10376, Rattlesnake Creek Land and Cattle Co.,
(Permit Amendment)

This application proposes a change in POA. Well #3 (HARN 1096) is proposed to be used in place of Well #2, which is authorized along with Well #1 (HARN 51146). The wells develop the same ground-water source.

I find that the proposed change may be made without injury provided the following: the rights are valid and the Watermaster can approve the proposal.

STATE OF OREGON

COUNTY OF HARNEY

PERMIT TO APPROPRIATE THE PUBLIC WATERS

THIS PERMIT IS HEREBY ISSUED TO

RATTLESNAKE CREEK LAND AND CATTLE CO., LLC.
PO BOX 946
BURNS, OR 97720

The specific limits and conditions of the use are listed below.

APPLICATION FILE NUMBER: G-16460

SOURCE OF WATER: WELL 1 AND WELL 2 IN HARNEY LAKE BASIN

PURPOSE OR USE: IRRIGATION USE ON 393.6 ACRES

MAXIMUM RATE: 4.92 CUBIC FEET PER SECOND (CFS), BEING 3.79 CFS FROM
WELL 1 AND 1.13 CFS FROM WELL 2

PERIOD OF USE: MARCH 1 THROUGH OCTOBER 31

DATE OF PRIORITY: MAY 16, 2005

WELL LOCATIONS:

WELL 1 (HARN 51146) - SW $\frac{1}{4}$ SE $\frac{1}{4}$, SECTION 33, T25S, R30E, W.M.; 4133
FEET SOUTH & 26 FEET EAST FROM N1/4 CORNER, SECTION 33

WELL 2 (HARN 51233) - SE $\frac{1}{4}$ SW $\frac{1}{4}$, SECTION 34, T25S, R30E, W.M.; 1769
FEET SOUTH & 121 FEET WEST FROM C1/4 CORNER, SECTION 34

The amount of water used for irrigation under this right, together with
the amount secured under any other right existing for the same lands, is
limited to a diversion of ONE-EIGHTIETH of one cubic foot per second and
3.0 acre-feet for each acre irrigated during the irrigation season of
each year.

THE PLACE OF USE IS LOCATED AS FOLLOWS:

SW $\frac{1}{4}$ NE $\frac{1}{4}$ 27.7 ACRES
SE $\frac{1}{4}$ NE $\frac{1}{4}$ 32.9 ACRES
NE $\frac{1}{4}$ SE $\frac{1}{4}$ 39.4 ACRES
NW $\frac{1}{4}$ SE $\frac{1}{4}$ 35.3 ACRES
SW $\frac{1}{4}$ SE $\frac{1}{4}$ 24.3 ACRES
SE $\frac{1}{4}$ SE $\frac{1}{4}$ 29.9 ACRES
SECTION 33

THE PLACE OF USE IS LOCATED AS FOLLOWS (CONTINUED):

NE $\frac{1}{4}$ NW $\frac{1}{4}$ 30.8 ACRES
 NW $\frac{1}{4}$ NW $\frac{1}{4}$ 23.5 ACRES
 SW $\frac{1}{4}$ NW $\frac{1}{4}$ 17.5 ACRES
 SE $\frac{1}{4}$ NW $\frac{1}{4}$ 20.8 ACRES
 NW $\frac{1}{4}$ SW $\frac{1}{4}$ 4.5 ACRES
 SW $\frac{1}{4}$ SW $\frac{1}{4}$ 0.4 ACRE

SECTION 34

TOWNSHIP 25 SOUTH, RANGE 30 EAST, W.M.

GOVT LOT 4 (NW $\frac{1}{4}$ NW $\frac{1}{4}$) 5.7 ACRES
 SECTION 3

GOVT LOT 1 (NE $\frac{1}{4}$ NE $\frac{1}{4}$) 39.9 ACRES
 GOVT LOT 2 (NW $\frac{1}{4}$ NE $\frac{1}{4}$) 38.4 ACRES
 SW $\frac{1}{4}$ NE $\frac{1}{4}$ 9.3 ACRES
 SE $\frac{1}{4}$ NE $\frac{1}{4}$ 13.3 ACRES

SECTION 4

TOWNSHIP 26 SOUTH, RANGE 30 EAST, W.M.

Measurement, recording and reporting conditions:

- A. Before water use may begin under this permit, the permittee shall install a meter or other suitable measuring device as approved by the Director at each point of appropriation. The permittee shall maintain the meters or measuring devices in good working order, shall keep a complete record of the amount of water used each month and shall submit a report which includes the recorded water use measurements to the Department annually or more frequently as may be required by the Director. Further, the Director may require the permittee to report general water use information, including the place and nature of use of water under the permit.
- B. The permittee shall allow the watermaster access to the meters or measuring devices; provided however, where the meter or measuring device is located within a private structure, the watermaster shall request access upon reasonable notice.

To monitor the effect of water use from the well(s) authorized under this permit, the Department requires the water user to make and report annual static water level measurements. The static water level shall be measured in the month of March. Reports shall be submitted to the Department within 30 days of measurement.

Measurements must be made according to the following schedule:

Before Use of Water Takes Place

Initial and Annual Measurements

The Department requires the permittee to submit an initial water level measurement in the month specified above once well construction is complete and annually thereafter until use of water begins; and

After Use of Water has Begun

Seven Consecutive Annual Measurements

Following the first year of water use, the user shall submit seven consecutive annual reports of static water level measurements. The first of these seven annual measurements will establish the reference level against which future annual measurements will be compared. Based on an analysis of the data collected, the Director may require that the user obtain and report additional annual static water level measurements beyond the seven year minimum reporting period. The additional measurements may be required in a different month. If the measurement requirement is stopped, the Director may restart it at any time.

All measurements shall be made by a certified water rights examiner, registered professional geologist, registered professional engineer, licensed well constructor or pump installer licensed by the Construction Contractors Board and be submitted to the Department on forms provided by the Department. The Department requires the individual performing the measurement to:

- A. Identify each well with its associated measurement; and
- B. Measure and report water levels to the nearest tenth of a foot as depth-to-water below ground surface; and
- C. Specify the method used to obtain each well measurement; and
- D. Certify the accuracy of all measurements and calculations submitted to the Department.

The water user shall discontinue use of, or reduce the rate or volume of withdrawal from, the well(s) if any of the following events occur:

- A. Annual water level measurements reveal an average water level decline of three or more feet per year for five consecutive years; or
- B. Annual water level measurements reveal a water level decline of 15 or more feet in fewer than five consecutive years; or
- C. Annual water level measurements reveal a water level decline of 25 or more feet; or
- D. Hydraulic interference leads to a decline of 25 or more feet in any neighboring well with senior priority.

The period of non or restricted use shall continue until the water level rises above the decline level which triggered the action or until the Department determines, based on the permittee's and/or the Department's data and analysis, that no action is necessary because the aquifer in question can sustain the observed declines without adversely impacting the resource or senior water rights. The water user shall in no instance allow excessive decline, as defined in Commission rules, to occur within the aquifer as a result of use under this permit. If more than one well is involved, the water user may submit an alternative measurement and reporting plan for review and approval by the Department.

The wells shall produce ground water only from the basalt and volcanic sediments ground water reservoir.

STANDARD CONDITIONS

If the number, location, source, or construction of any well deviates from that proposed in the permit application or required by permit conditions, this permit may not be valid, unless the Department authorizes the change in writing.

If substantial interference with a senior water right occurs due to withdrawal of water from any well listed on this permit, then use of water from the well(s) shall be discontinued or reduced and/or the schedule of withdrawal shall be regulated until or unless the Department approves or implements an alternative administrative action to mitigate the interference. The Department encourages junior and senior appropriators to jointly develop plans to mitigate interferences.

The wells shall be constructed in accordance with the General Standards for the Construction and Maintenance of Water Wells in Oregon. The works shall be equipped with a usable access port, and may also include an air line and pressure gauge adequate to determine water level elevation in the well at all times.

Where two or more water users agree among themselves as to the manner of rotation in the use of water and such agreement is placed in writing and filed by such water users with the watermaster, and such rotation system does not infringe upon such prior rights of any water user not a party to such rotation plan, the watermaster shall distribute the water according to such agreement.

Prior to receiving a certificate of water right, the permit holder shall submit the results of a pump test meeting the department's standards, to the Water Resources Department. The Director may require water level or pump test results every ten years thereafter.

Failure to comply with any of the provisions of this permit may result in action including, but not limited to, restrictions on the use, civil penalties, or cancellation of the permit.

This permit is for the beneficial use of water without waste. The water user is advised that new regulations may require the use of best practical technologies or conservation practices to achieve this end.

By law, the land use associated with this water use must be in compliance with statewide land-use goals and any local acknowledged land-use plan.

The use of water shall be limited when it interferes with any prior surface or ground water rights.

Completion of construction and complete application of the water to the use shall be made on or before October 1, 2011. If the water is not completely applied before this date, and the permittee wishes to continue development under the permit, the permittee must submit an application for extension of time, which may be approved based upon the merit of the application.

Within one year after complete application of water to the proposed use, the permittee shall submit a claim of beneficial use, which includes a map and report, prepared by a Certified Water Rights Examiner (CWRE).

Issued April 5, 2007

E. Timothy Ward

Phillip C. Ward, Director
Water Resources Department

for



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

Watermaster Review Form: Water Right Transfer

Transfer Application: T-10376

Review Due Date: 06/05/2007

Applicant Name: Rattlesnake Creek Land and Cattle Co.

Proposed Changes: ☐ POU ☐ POD ☒ POA ☐ USE ☒ OTHER

Reviewer(s): June Miller

Date of Review: May. 22, 2007

1. Do you have information suggesting that the water rights may be subject to forfeiture?
☐ Yes ☒ No If "Yes", describe the information and indicate if you intend to file a cancellation affidavit or if you need additional time to determine if a cancellation affidavit should be filed: _____
2. Is there a history of regulation on the source that serves the right proposed for transfer that has involved the right and downstream water rights? ☐ Yes ☒ No Generally characterize the frequency of any regulation or explain why regulation has not occurred: _____
3. Check here if it appears that downstream water rights benefit from return flows resulting from the current use of the right? ☐ If you check the box, generally characterize the locations where the return flows likely occur and list the water rights that benefit most: _____
4. Are there upstream water rights that would be affected by the proposed change?
☐ Yes ☒ No If "Yes", describe how the rights would be affected and list the rights most affected: _____
5. For POD changes and instream transfers, check here if there are channel losses between the old and new PODs or within the proposed instream reach? ☐ If you check the box, describe and, if possible, estimate the losses: _____
6. Would distribution of water for the right after the proposed change result in regulation of other water rights that would not have occurred if use of the existing right was maximized?
☐ Yes ☒ No If "Yes", explain: _____
7. For POU changes, would the original place of use continue to receive water from the same source? ☐ Yes ☐ No ☐ N/A If "Yes", explain: _____
8. For POU or USE changes, would use of the existing right at "full face value," result in the diversion of more water than can be used beneficially and without waste? ☐ Yes ☐ No If "Yes", explain: _____
9. Are there other issues not identified through the above questions? ☐ Yes ☒ No If "Yes", explain: _____
10. What alternatives may be available for addressing any issues identified above: _____

11. Have headgate notices been issued for the source that serves the right? ☐ Yes ☐ No

12. What water control and measurement conditions should be included in the transfer:

Measurement Devices	☐ Present and should be maintained.	☐ Should be required prior to diverting water.	☐ May be required in the future.
Headgates	☐ Present and should be maintained.	☐ Should be required prior to diverting water.	☐ May be required in the future.

Indicate in this column whether or not the item is satisfied.

Permit Amendment Application – ORS 537.211

Completeness Checklist

Applicant's Name: Rattlesnake Creek Land & Cattle (Form last revised: October 30, 2006)

Section A – Status of Permit

Is this a permit that can be amended?

NOTE: The Department **CANNOT** accept a Permit Amendment application for any permit that has:

- ___ 1) a permit completion date that has expired; **or**
- ___ 2) a pending permit extension of time application on file with the Department; **or**
- ___ 3) a pending claim of beneficial use report on file with the Department.

If the subject permit falls into any of the above categories, **RETURN** the application & fee to the applicant.

Section B – Type of Change

Is the proposed change(s) allowed under the Permit Amendment process? [ORS 537.211(4)]

NOTE: Only POD, POA or POU changes are allowed on Permit Amendments.

If the application proposes a change other than those listed above, **RETURN** the application & fee to the applicant.

Section C – Fees

Have the appropriate fees been paid?

Total Required Fees: _____

Fee Schedule – ORS 536.050(1)(h)

Total Fees Paid: 350.00

\$350 - Base fee (1st change and 1st CFS of water)

+ \$350 - Each additional type of change requested

Fees Due (if any): _____

+ \$175 - For each CFS, or fraction thereof, requested beyond 1st CFS
(for POU, Type of Use, or Exchange)

Refund Due (if any): _____

If the applicant has **NOT** submitted the total fees required, **RETURN** the application & deficient fee to the applicant.

Section D – Completeness

Indicate in this column whether an item is incomplete, and if so, identify the deficiency.

Is the Permit Amendment application complete?

All required elements necessary for a complete permit amendment application are listed below.

Indicate whether or not the applicant has answered and/or supplied attachments to adequately address each of the following items. If any one of the items is deficient, then the application is incomplete.

NOTE: For reference, the application page number upon which each item is requested is identified.

If the application is **NOT** complete, **RETURN** the application & fee to the applicant.

- Applicant's name, mailing address and contact information. (Page 1)

- Agent's name, mailing address and contact information, if applicable. (Page 1)

- Are multiple permits being amended? YES NO (Page 2)
If YES..... the applicant must supply a separate "set" of pages 3 through 7 of the application form for each permit to be amended.

- The type of amendment being proposed. POA (Page 2)

- Reason for the permit amendment. (Page 2)

- Current permit information – permit number, use, priority date, source(s), etc. (Page 3)

N/A	If for a change in POU.....Are there any "layered" irrigation rights, permits, or GR registrations appurtenant to the same place of use as the permit proposed to be amended? YES NO If YES..... the other "layered" water uses subject to transfer must either change concurrently or be cancelled, except as provided in OAR 690-380-2240(5).	(Page 3)
OK	Location description of the authorized <u>POA</u>/POD to be amended. NOTE: Ensure that the location coordinates listed in the application match the point and location coordinates illustrated on the application map. Additionally, if the existing authorized source is ground water (POA), the applicant must either: <u>OK</u> 1) supply a copy of the well log(s), <u>or</u> _____ 2) if well logs are not available, describe the construction of the well(s) in the table provided on page 4 of the application.	(Page 4)
N/A	Location description of the existing authorized POU and associated acres (if applicable). NOTE: Ensure that the location and number of acres listed per ¼ ¼ in the application match those illustrated on the application map.	(Page 5)
OK	Location description of the proposed <u>POA</u>/POD. NOTE: Ensure that the proposed location coordinates listed in the application match the proposed point and location coordinates illustrated on the application map. Additionally, if the proposed source is ground water (POA), the applicant must either: <u>OK</u> 1) supply a copy of the well log(s), <u>or</u> _____ 2) if well logs are not available <u>or</u> the well is not yet constructed, describe the construction of the well(s) in the table provided on page 6 of the application.	(Page 6)
N/A	Location description of the proposed POU and associated acres (if applicable). NOTE: Ensure that the location and number of acres listed per ¼ ¼ in the application match those illustrated on the application map.	(Page 7)
OK	Affected districts and local governments. If within a district/local government jurisdiction, ensure that name & mailing address is provided.	(Page 8)
OK	Is the applicant the permit holder of record? <u>YES</u> NO If NO..... the applicant must either submit: _____ 1) a Request for Assignment form & fee in order to be assigned to the permit, <u>or</u> _____ 2) an Affidavit of Consent from the permit holder giving permission for the amendment.	(Page 8)
OK	If the permit holder of record does not own or control the land TO which the place of use is being moved, has a Request for Assignment form been submitted to assign the owner of the TO land to the permit? YES NO	(Page 9)
OK	Map..... (NOT required to be prepared by a CWRE). _____ north arrow _____ size & scale _____ other: _____ _____ authorized acreage per ¼ ¼ matches the permit _____ authorized POD/POA and POU (<i>clearly shown, labeled & matches application listing</i>) _____ point plotted for the authorized POD/POA agrees with location coordinates _____ proposed POD/POA and/or POU (<i>clearly shown, labeled & matches application "proposed" listing</i>) _____ location coordinates accurately describe the point identified as the proposed POD/POA	(Page 10)
	Land Use form, <i>if applicable</i>. May be needed if the POD/POA or POU is moving a great distance <u>and</u> off of land originally involved in permit.	(Page 10)
OK	Signature(s) of applicant(s): <u>All</u> applicants listed on page 1 of the application must sign the application.	(Page 11)

WRD Completeness Reviewer's Name: _____ Date: _____

I 10376

**STATE OF OREGON
WATER RESOURCES DEPARTMENT**

RECEIPT # **87332**

725 Summer St. N.E. Ste. A
SALEM, OR 97301-4172
(503) 986-0900 / (503) 986-0904 (fax)

INVOICE # _____

RECEIVED FROM: Andy's Custom Work
BY: _____

APPLICATION	
PERMIT	
TRANSFER	<u>T-10376</u>

CASH: ☐ CHECK: # 15224 OTHER: (IDENTIFY) ☐

TOTAL REC'D \$ 350.00

1083 TREASURY 4170 WRD MISC CASH ACCT

0407 COPIES \$ _____
OTHER: (IDENTIFY) \$ _____

0243 I/S Lease _____ 0244 Muni Water Mgmt. Plan _____ 0245 Cons. Water _____

4270 WRD OPERATING ACCT

MISCELLANEOUS

0407 COPY & TAPE FEES \$ _____
0410 RESEARCH FEES \$ _____
0408 MISC REVENUE: (IDENTIFY) \$ _____
TC162 DEPOSIT LIAB. (IDENTIFY) \$ _____
0240 EXTENSION OF TIME \$ _____

WATER RIGHTS:

0201 SURFACE WATER \$ _____ 0202 \$ _____
0203 GROUND WATER \$ _____ 0204 \$ _____
0205 TRANSFER \$ 350.00

WELL CONSTRUCTION

0218 WELL DRILL CONSTRUCTOR \$ _____ 0219 \$ _____
LANDOWNER'S PERMIT 0220 \$ _____

OTHER (IDENTIFY) _____

0536 TREASURY 0437 WELL CONST. START FEE

0211 WELL CONST START FEE \$ _____ CARD # _____
0210 MONITORING WELLS \$ _____ CARD # _____

OTHER (IDENTIFY) _____

0607 TREASURY 0467 HYDRO ACTIVITY LIC NUMBER

0233 POWER LICENSE FEE (FW/WRD) \$ _____
0231 HYDRO LICENSE FEE (FW/WRD) \$ _____
HYDRO APPLICATION \$ _____

TREASURY OTHER / RDX

FUND _____ TITLE _____

OBJ. CODE _____ VENDOR # _____

DESCRIPTION \$ _____

RECEIPT: **87332**

DATED: 4/30/07 BY: [Signature]

G-16165



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem Oregon 97301-1266
(503) 986-0900
www.wrd.state.or.us

Application for Permit Amendment or Ground Water Registration Modification

Please type or print legibly in dark ink. If your application is incomplete or inaccurate, we will return it to you. If any requested information does not apply to your application, insert "N/A" to indicate Not Applicable. As you complete this form, please refer to notes and guidance included on the application. A summary of review criteria and procedures that are generally applicable to these applications is available at www.wrd.state.or.us/OWRD/PUBS/forms.shtml.

1. TYPE OF APPLICATION

Please check one of the following:

☒ Permit Amendment ☐ Ground Water Registration Modification

2. APPLICANT INFORMATION

Name: Rattle Snake Creek Land and Cattle Co, LLC
First Last

Address: 524 Hwy 20 N Hines OR
Hines OR 97738
City State Zip

Phone: 589-2007
Home Work Other

Fax: _____ E-Mail address: _____

3. AGENT INFORMATION

(The agent listed is authorized to represent the applicant in all matters relating to this application.)

Name: _____
First Last

Address: _____

City State Zip

Phone: _____
Home Work Other

Fax: _____ E-Mail address: _____

■ If an agent is listed above, please check one of the following:

- ☐ Please send all correspondence to Agent. Send *copies* of correspondence to Applicant; or
☒ Please send all correspondence to Applicant. Send *copies* of correspondence to Agent.

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WATER RESOURCES DEPT
SALEM, OREGON

Permit Amendments

- If you propose to amend multiple permits under this application, a separate set of pages 3 through 7 must be provided for each permit. (**NOTE:** Concurrent changes to a water right must be filed separately on a transfer application.)

Ground Water Registration Modifications

- You may propose modification of only one ground water registration per application, unless in accordance with OAR 690-382-0300(2), the ground water registrations to be modified are layered. (**NOTE:** Concurrent changes to a water right must be filed separately on a transfer application.)

4. TYPE OF AMENDMENT OR MODIFICATION PROPOSED

Please check all of the following that apply:

Point of Diversion or Appropriation	Place of Use	Character of Use
☒ Change (The old point of diversion or appropriation will <u>not</u> be used for the portion of the water right affected by the amendment or modification.) ☐ Additional (Both the old <u>and</u> new points of diversion or appropriation will be used for the portion of the water right affected by the amendment or modification.) <i>Not Available for Ground Water Registrations</i> ☐ Surface Water to Ground Water (A new point of appropriation will be used <u>instead of</u> the old point of diversion. The old point of diversion will <u>not</u> be used.)	☐ All of the Permit or Registration will be exercised at a different location than currently authorized (Use of water at the current authorized location will be discontinued.) ☐ Only a portion of the Permit or Registration will be exercised at a different location than currently authorized (Use of water at a <u>portion</u> of the current authorized location will be discontinued.)	<i>Not Available for Permit Amendments</i> Change existing authorized use to the following proposed <u>new</u> use: ☒ Irrigation ☐ Municipal ☐ Quasi-municipal ☐ Commercial ☐ Industrial ☐ Domestic (indicate number of households): _____ ☐ Other _____

- Reason(s) for amendment/modification(s): Change use from well #2 To well #3 To Save on mainline expense and pumping Costs

5. CURRENT PERMIT OR REGISTRATION INFORMATION

Permit or Registration to be Amended/Modified (check and complete one of the following):

☒ Permit to be Amended:	<u>G-16165</u> Permit Number	<u>MAY 2007</u> Current Completion Date of Permit
☐ Ground Water Registration to be Modified:	_____ Ground Water Registration Number	NOTE: Concurrent changes to a water right must be filed separately on a transfer application.

- Name on Permit or Registration: RATTLE SANKO C LAND'S CATTLE CO, LLC
- County: HARNEY
- Authorized Use(s) to be affected by this Amendment/Modification: IRRIGATION
by a center pivot
- Priority Date(s): MAY 16, 2005

If there are multiple Priority Dates identified on the Permit or Registration, any information provided on pages 4 through 7 must identify which priority date is associated with each of the authorized and proposed points of diversion or appropriation and places of use.

- All Source(s) of Water to be affected by this Amendment/Modification: THE WELL
SOURCE OF WATER FROM WELL #3 WILL BE USED INSTEAD OF WELL #2

Tributary to: HARNEY LAKE

If there are multiple Sources listed on the Permit or Registration, any information provided on pages 4 through 7 must identify which source is associated with each of the authorized and proposed points of diversion or appropriation and places of use.

For an application proposing a Change in Place of Use or Character of Use:

- Are there any other "Layered" Water Rights, Permits, or Ground Water Registrations issued for Irrigation purposes that are appurtenant to the same place of use as the Permit or Registration being Amended/Modified? ☐ Yes ☐ No ☒ N/A -No Change in Use or Place of Use

If "Yes", pursuant to ORS 540.510, OAR 690-380-2240 and OAR 690-382-0200, the other "layered" water uses subject to transfer must either change concurrently or be cancelled, except as provided in OAR 690-380-2240(5).

- Remarks: No change in use or place of use

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WATER RESOURCES DEPT
SALEM, OREGON

- The following information must be provided only for those points of diversion or appropriation that are involved in the permit amendment or ground water registration modification (i.e., list only the portion of the permit/registration you propose to amend/modify.) Attach additional pages as necessary.

Government lot and donation land claim numbers must be included in the tables below only if the information is reflected on the existing permit or ground water registration.

Location of Existing Authorized Point(s) of Diversion or Appropriation to be Changed:

(i.e., the allowed point(s) of diversion/appropriation that will be affected by the proposed amendment/modification, the "FROM" point(s) of diversion/appropriation)

If Ground Water, OWRD Well Log ID No. (or Well ID Tag No. L-____)	Source and Priority Date	Township	Range	Mer	Sec	¼ ¼	Tax Lot, DLC or Gov't Lot	Survey Coordinates (coordinates from a recognized survey corner)
HARN 51233	MAY 14, 2005 16" well	25-S	30-E	W	34	SE SW	TL 2002	1769' S 121' W From C ¼ Cor Sec 34 T-25-S R-30-E

- Does the permit/registration being amended/modified involve a ground water source(s)?

☒ Yes ☐ No (Surface water source only.)

If "Yes", for each authorized point of appropriation (well) involved, you must either:

- Supply a copy of the well log(s) for each point of appropriation that is clearly labeled and associated with the corresponding well in the table above and on the accompanying application map.

(NOTE: You may search for well logs on the Department's website at: www.wrd.state.or.us)

or

- If a well log is not available, you must describe the construction of the authorized point of appropriation by completing the table below. Attach additional copies as necessary.

Construction of Existing Authorized Point(s) of Appropriation – (Only needed if no well log is available.)

Wells in this listing must be clearly tied to corresponding well location(s) described in the table above and shown on the accompanying application map.

OWRD Well No. as identified in table above	Diameter	Type and size of casing	No. of feet of casing	Intervals casing is perforated (in feet)	Seal depth	Est. depth to water	Est. depth to water bearing stratum	Type of access port or measuring device	Total well depth
HARN 51233	16"	16" steel	60	—	20	34	72	2" P.P.C.	165'

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SALEM, OREGON

- Government lot and donation land claim numbers must be included in the tables below only if the information is reflected on the existing permit or ground water registration.*

(i.e., the allowed lands that will be affected by the proposed amendment/modification, the "FROM" lands)

[illegible]

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WATER RESOURCES DEPT
SALEM, OREGON

 FS

Permit Amendment or GW Modification/5

T 10376

6. PROPOSED PERMIT AMENDMENT OR REGISTRATION MODIFICATION

- Describe proposed changes to the permit or registration involving point(s) of diversion and/or appropriation. Survey coordinates described below should accurately correspond to the points shown on the accompanying application map. Attach additional pages as necessary.

Location of Proposed Point(s) of Diversion or Appropriation: (i.e., the "TO" point(s) of diversion/appropriation)
(NOTE: Complete this table only if a Change in Point of Diversion or Appropriation is being proposed.)

Source	Township	Range	Mer	Sec	¼ ¼ Section	Tax Lot, DLC or Gov't Lot	Survey Coordinates (coordinates from a recognized survey corner)
1 Well Harn 1096	25-S	30-E	W	34	NW NW	TL 2500	700' S 300' E from NW Cor Sec 34 T-25-S R-30-E

- If there are proposed point(s) of appropriation (wells) listed in the table above, are the well(s) already constructed? ☒ Yes ☐ No ☐ N/A - No proposed well(s) listed above.

If "Yes", attach and clearly label the corresponding well log(s) for each proposed well, or if well log(s) are not available, describe the construction of the well(s) using the table below.

(NOTE: You may search for well logs on the Department's website at: www.wrd.state.or.us)

If "No", describe the anticipated construction for the proposed well(s) in the following table:

Construction of Proposed Point(s) of Appropriation or Well(s):

Well numbers in this listing must be clearly tied to corresponding well location(s) described in the table above and shown on the accompanying application map.

Well already built? (Yes/No)	If an existing well, OWRD Well Log ID No. (or Well ID Tag No. L-)	Diameter	Type and size of casing	No. of feet of casing	Intervals casing is perforated (in feet)	Seal depth	Est. depth to water	Est. depth to water bearing stratum	Type of access port or measuring device	Total well depth
Yes	Harn 1096	14"	16" Steel	60	-	20'	70'	70'	Hole in casing	224

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- Describe proposed changes to the permit or registration involving place of use. Information described below should accurately correspond to the proposed place of use shown on the accompanying application map. Attach additional pages as necessary.

Location of Proposed Place of Use: *(i.e., the "TO" lands)*

(NOTE: Complete this table **only** if a Change in Place of Use is being proposed.)

[illegible]

Remarks: _____

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APR 30 2007

Last Updated: 10/30/2006

Permit Amendment or GW Modification/7

WATER RESOURCES DEPT
SALEM, OREGON *FS*

T 10376

7. AFFECTED DISTRICTS AND LOCAL GOVERNMENTS

- Are any of the Permit(s) or Registration(s) proposed for amendment/modification located within or served by an irrigation or other water district? ☐ Yes ☒ No
- Will any of the Permit(s) or Registration(s) be located within or served by an irrigation or other water district after the proposed amendment/modification? ☐ Yes ☒ No
- Is water for any of the Permit(s) or Registration(s) supplied under a water service agreement or other contract for stored water with a federal agency? ☐ Yes ☒ No

If "Yes", for any of the above, list the name and mailing address of the district and/or agency:

- List the name and mailing address of all affected local governments (e.g., county, city, municipal corporation, and tribal governments within whose jurisdiction the right(s) are located).

Harney County

8. PERMIT HOLDER OF RECORD

This section is to be completed only for Permit Amendment applications.

☐ *N/A – This is a Ground Water Registration Modification application.*

- Is the applicant the permit holder of record? ☒ Yes ☐ No

If "No", the applicant must either:

A. *Be assigned as a permit holder of record by submitting a completed **Request for Assignment** form and the required statutory fee for an assignment;*

or

B. *Submit an **Affidavit of Consent** from the permit holder of record that gives permission for the applicant to amend the permit.*

9. LAND OWNERSHIP

If for a Permit Amendment proposing a Change in Place of Use:

- Does the permit holder of record own or control the land **TO** which the place of use is being moved? ☒ Yes ☐ No

*If "No", the owner of the land **TO** which the place of use is being moved must be assigned to the permit as a permit holder of record by submitting a completed **Request for Assignment** form and the required statutory fee for an assignment.*

- Check one of the following:
 - ☒ The permit holder of record will be responsible for completion of the proposed changes after the final order is issued. All notices and correspondence should be sent to the permit holder of record.
 - ☐ The applicant will remain responsible for completion of changes. Notices and correspondence should continue to be sent to the applicant and applicant's agent.

If for a Ground Water Registration Modification:

- Does the applicant own the lands **FROM** which the registration is being moved? ☒ Yes ☐ No

If "No", provide the following information:

Names of Current Landowner(s): _____

First

Last

Address: _____

City

State

Zip

- Does the applicant own the lands **TO** which the registration is being moved? ☒ Yes ☐ No

If "No", provide the following information:

Names of Receiving Landowner(s): _____

First

Last

Address: _____

City

State

Zip

- Check one of the following:
 - ☒ The receiving landowner will be responsible for completion of the proposed changes after the final order is issued. All notices and correspondence should be sent to this landowner.
 - ☐ The applicant will remain responsible for completion of changes. Notices and correspondence should continue to be sent to the applicant and applicant's agent.

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WATER RESOURCES DEPT
SALEM, OREGON

T 10376

10. ATTACHMENTS

Check each of the following attachments included with this application.
The application will be returned if all required attachments are not included.

Map:

- ☒ A map meeting the requirements of OAR 690-380-3100 must be included but need **not** be prepared by a Certified Water Right Examiner.

Land Use Information Form:

- ☐ Enclosed; or
- ☒ Not required if **all** of the following are met:
- ❶ In EFU zone or irrigation district;
 - ❷ Change in place of use only;
 - ❸ No structural changes needed, including diversion works, delivery facilities, other structures; **and**
 - ❹ Irrigation only.

Water Well Reports/Well Logs:

- ☒ The application involves a change in point of appropriation or change from surface water to ground water and copies of all water well reports are attached.
- ☐ Water well reports are not available and a description of construction details including well depth, static water level, and information necessary to establish the ground water body developed or proposed to be developed is attached.
- ☐ N/A. The application does **not** involve a change in point of appropriation or a change from surface water to ground water, so water well reports are **not** required.

Fees:

- ☐ Amount enclosed: \$ 350.00
See the Department's Fee Schedule at www.wrd.state.or.us/OWRD/PUBS/forms.shtml or call (503) 986-0900.

For Permit Amendments Only...

Request for Assignment:

- ☐ Enclosed. The applicant is **NOT** the permit holder of record and needs to be assigned to the permit; **OR** the landowner of the proposed place of use is **NOT** the permit holder of record and needs to be assigned to the permit.
*The Request for Assignment form is available online at: www.wrd.state.or.us/OWRD/PUBS/forms.shtml ; **or***
- ☒ N/A. The applicant is the permit holder of record and owns or controls the proposed place of use; **OR** the applicant is **not** the permit holder of record but **is** supplying an Affidavit of Consent from the permit holder.

Affidavit of Consent:

- ☐ Enclosed. Because the applicant is **NOT** the permit holder of record, an Affidavit of Consent is being supplied that gives permission for the applicant to amend the permit; **or**
- ☐ N/A. Not required because the applicant is the permit holder of record.

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WATER RESOURCES DEPT
SALEM, OREGON

Before submitting your application to the Department, be sure you have:

- Answered each question completely.
- Included all the required attachments.
- Provided original signatures for all named deed holders, or other parties, with an interest in the water right.
- Included a check payable to the Oregon Water Resources Department for the appropriate amount.

11. SIGNATURES

- For Ground Water Registration Modification Applications only, check the appropriate one and sign the application in the signature box below:

☒ In accordance with OAR 690-382-0400(16)(a), I (we) understand that prior to Department approval of a permanent modification and upon my receipt of a draft Preliminary Determination for the proposed modification, I (we) will be required [pursuant to OAR 690-382-0700(5)] to provide the following landownership information and evidence demonstrating that I (we) are authorized to pursue the modification: *This information was sent with Permit G-14165 application*

- (a) A report of ownership and lien information that has been prepared by a title company *within the last three months*;
- (b) A copy of written notification of the proposed modification provided by the applicant to all lien holders on the subject lands unless the report of ownership and lien information shows that a water right conveyance agreement has been recorded for the subject lands. *If a water right conveyance agreement has been recorded for the subject lands, a copy of the recorded agreement and a listing of the owner(s) of the lands at the time the agreement was recorded must be submitted; and*
- (c) If the applicant is not both the person named on the ground water registration or the assignee and the owner of the lands to which the registration is appurtenant, as identified in the report of ownership and lien information, then either of the following must be provided:
- A) Notarized statements consenting to the modification by all persons, other than the applicant, who are named on the ground water registration or identified as landowners in the report of ownership and lien information or who are authorized representatives of an entity to whom the interest in the water right has been conveyed as identified in a water right conveyance agreement; or
- B) Documentation demonstrating that the applicant is authorized to pursue the modification in the absence of consent of the persons named on the ground water registration or the assignee and the owner of the lands to which the registration is appurtenant.

☐ I (we) affirm that the applicant is a municipality, as defined in ORS 540.510(3)(b), and that the right is in the name of the municipality or a predecessor. Therefore, pursuant to OAR 690-382-0400(16)(b), the applicant is NOT required to provide the above described report of ownership and lien information.

☐ I (we) affirm that the applicant is an entity with the authority to condemn property and is acquiring the property to which the ground water registration proposed for modification is appurtenant by condemnation. Documentation is provided with this application supporting this statement. Therefore, pursuant to OAR 690-382-0400(16)(c), the applicant is NOT required to provide the above described report of ownership and lien information. (NOTE: Such an entity may only apply for recognition of a modification under this subsection if it has filed a condemnation action to acquire the property and deposited the funds with the court as required by ORS 35.265.)

- For both Permit Amendment and Ground Water Registration Modification Applications, I (we) affirm that the information contained in this application is true and accurate.

 applicant signature	<u>Andy J Root</u> name (print)	<u>4-25-07</u> date
 applicant signature	 name (print)	 date

NOTICE TO WATER WELL CONTRACTOR:

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

STATE ENGINEER, SALEM, OREGON 97310- within 30 days from the date of well completion.

WATER WELL REPORT

STATE OF OREGON

State Well No. _____

State Permit No. _____

APP- 6-16460
Permit 6-16465

118

(1) OWNER:

Name RAYMOND VOEGTLX
Address 240 N. EGAN BURN, OREGON

(2) TYPE OF WORK (check):

New Well ☐ Deepening ☐ Reconditioning ☒ Abandon ☐

If abandonment, describe material and procedure in Item 12.

(3) TYPE OF WELL:

Rotary ☐
Cable ☐
Bored ☐

Driven ☐
Jetted ☐
Bored ☐

(4) PROPOSED USE (check):

Domestic ☐ Industrial ☐ Municipal ☐
Irrigation ☒ Test Well ☐ Other ☐

(5) CASING INSTALLED:

16" Diam. from 1 ft. to 60 ft. Gage 2.5
" Diam. from _____ ft. to _____ ft. Gage _____
" Diam. from _____ ft. to _____ ft. Gage _____

(6) PERFORATIONS:

Perforated? ☐ Yes ☒ No

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

(7) SCREENS:

Well screen installed? ☐ Yes ☒ No
Manufacturer's Name _____
Type _____ Model No. _____
Diam. _____ Slot size _____ Set from _____ ft. to _____ ft.
Diam. _____ Slot size _____ Set from _____ ft. to _____ ft.

(8) WATER LEVEL: Completed well.

Static level 70 ft. below land surface Date _____
Artesian pressure _____ lbs. per square inch Date _____

(9) WELL TESTS:

Drawdown is amount water level is lowered below static level
Was a pump test made? Yes ☒ No ☐ If yes, by whom? E.K.
Q: 220 gal./min. with 64 ft. drawdown after 4 hrs.

Ball test gal./min. with _____ ft. drawdown after _____ hrs.
Artesian flow g.p.m. Date _____
Temperature of water 54 Was a chemical analysis made? ☐ Yes ☐ No

(10) CONSTRUCTION:

Well seal—Material used BENTONITE
Depth of seal 20 ft.
Diameter of well bore to bottom of seal 20 in.
Were any loose strata cemented off? ☐ Yes ☒ No Depth _____
Was a drive shoe used? ☒ Yes ☐ No
Did any strata contain unusable water? ☐ Yes ☒ No
Type of water? _____ depth of strata _____
Method of sealing strata off _____
Was well gravel packed? ☐ Yes ☒ No Size of gravel: _____
Gravel placed from _____ ft. to _____ ft.

(11) LOCATION OF WELL:

County HARNEY Driller's well number _____
NW 1/4 NW 1/4 Section 34 ST. 25 R. 30 E W.M.
Bearing and distance from section or subdivision corner _____

(12) WELL LOG:

Diameter of well below casing 16"
Depth drilled 224 ft. Depth of completed well 224 ft.

Formation: Describe color, texture, grain size and structure of materials; and show thickness and nature of each stratum and aquifer penetrated, with at least one entry for each change of formation. Report each change in position of Static Water Level as drilling proceeds. Note drilling rates.

MATERIAL	From	To	SWL
SANDY SOIL	0	18	
GREY SANDY CLAY	18	70	
SANDY CINDERS	70	116	70
CINDERS	116	204	
SANDY CINDERS	204	224	

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SALEM OREGON

Work started MAY 8 1962 Completed MAY 16 1962
Date well drilling machine moved off of well MAY 16 1962

Drilling Machine Operator's Certification:

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

[Signed] Edgar S. Koenigman Date June 8 1962
(Drilling Machine Operator)

Drilling Machine Operator's License No. 323

Water Well Contractor's Certification:

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

NAME EDGAR S. KOENIGMAN
(Person, firm or corporation) (Type or print)

Address Box 296 Burns Oregon

[Signed] Edgar S. Koenigman
(Water Well Contractor)

Contractor's License No. 323 Date June 8 1962

.. HARN 51233 W
APR 6-16626

State Well No. _____
State Permit No. G-16150

Name RAYMOND YOEGLY
Address 240 N. EGAN BURNS, OREGON

County S.E. & S.W. 1/4 Section 34 T. 25 R. 30 E.W.M. Owner's number, if any--
Bearing and distance from section or subdivision corner

New Well ☐ Deepening ☐ Reconditioning ☐ Abandon ☐
If abandonment, describe material and procedure in Item 11.

Domestic	☐	Industrial	☐	Municipal	☐	Rotary	☐	Driven	☐
Irrigation	☒	Test Well	☐	Other	☐	Cable	☒	Jetted	☐
						Dug	☐	Bored	☐

Rotary	☐	Driven	☐
Cable	☒	Jettied	☐
Dug	☐	Bored	☐

16" Diam. from 71 ft. to 60 ft. Gage 25
" Diam. from ft. to ft. Gage
" Diam. from ft. to ft. Gage

Type of perforator used			
SIZE of perforations	in.	by	in.
perforations from		ft. to	ft.
perforations from		ft. to	ft.
perforations from		ft. to	ft.
perforations from		ft. to	ft.
perforations from		ft. to	ft.

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

Was well gravel packed? ☐ Yes ☒ No Size of gravel: _____
Gravel placed from _____ ft. to _____ ft.
Was a surface seal provided? ☒ Yes ☐ No To what depth? 20 ft.
Material used in seal—
Did any strata contain unusable water? ☐ Yes ☒ No
Type of water? Depth of strata
Method of sealing strata off

Static level 34 ft. below land surface Date _____
 Artesian pressure _____ lbs. per square inch Date _____
 Log Accepted by: [Signature]
 [Signed] [Signature] (Owner) Date 5-28 1964

Was a pump test made? ☒ Yes ☐ No If yes, by whom? E. J.
Yield: 780 gal./min. with 6.3 ft. drawdown after 4 hrs.
" 780 " 6.1 " 4 1/2 "

Artesian flow _____ g.p.m. Date _____
 Temperature of water 5.3° Was a chemical analysis made? ☐ Yes ☒ No

Depth drilled _____ ft. Depth of completed well 163 ft.

Formation: Describe by color, character, size of material and structure, and show thickness of aquifers and the kind and nature of the material in each stratum penetrated, with at least one entry for each change of formation.

[illegible]

Work started MAY 1 1962-Completed MAY 1 1962

Manufacturer's Name _____
Type: T2 RABINE H.P. 50

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

NAME Uguz S. Momenov

Person, firm, or corporation B-1-396 (Type or print) B-1-396

Address 403 27th Street W

Driller's well number 2-11

[Signed] John D. Moenman

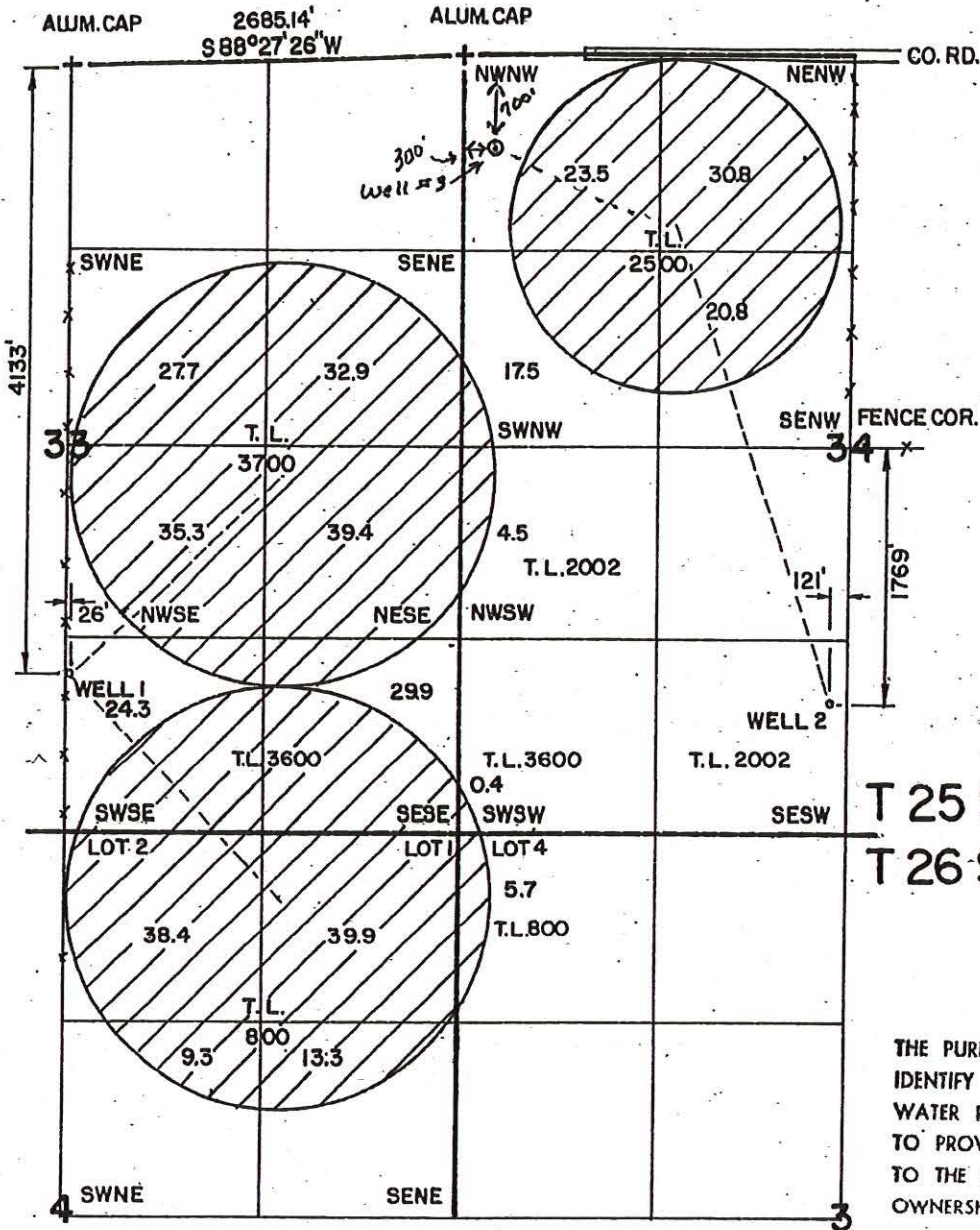
373 (Well Driller) 5/12/21

License No. 323 Date 11/24/24, 1914

(USE ADDITIONAL SHEETS IF NECESSARY)

T 10376

T 25 S,
T 26 S, R 30 E, WM



RECEIVED

MAY 16 2005
WATER RESOURCES DEPT
SALEM, OREGON

T 25 S
T 26 S

THE PURPOSE OF THIS MAP IS TO
IDENTIFY THE LOCATION OF THE
WATER RIGHT. IT IS NOT INTENDED
TO PROVIDE INFORMATION RELATIVE
TO THE LOCATION OF PROPERTY
OWNERSHIP.

RECEIVED

APP-G-16460 Permit G-16165

T. 10376 APR 18 2007

RATTLESNAKE CREEK LAND & CATTLE CO., LLC

WATER RESOURCES DEPT
SALEM, OREGON

WATER RIGHT APPLICATION MAP

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
SEPTEMBER 23, 1977
CHRIS T. PALMER
1288

Scale: 4" = 1 MILE

Date: MAY 2005

Job: 2058

Dsn:

Drm: CHRIS

Ckd:

M.A.P's

M.A. PALMER & SONS, INC.
ENGINEERING & SURVEYING
711 Ponderosa Village • Box 61
Burns, Oregon 97720

Sht. No.

of 1

RENEW 1-1-2007

4

Oregon Water Resources Department
WATER-USE IMPACT PLAN REPORTING

RE: Required Water-Use Impact Plans and Water-Level Reporting for Ground Water Permits

ANDY ROOT
72163 RATTLESNAKE RD
BURNS OR 97720

L. S. Pivots

Userid: 28096

If you are no longer the holder of this permit or no longer have an interest in it, please contact our department. Consult your water-use impact plan to determine the required times for measuring and reporting, as well as any requirements regarding who may make the measurements. We recommend that you keep a copy of all measurement reports for your records. All measurements should be made to at least the nearest tenth of a foot or the nearest inch (e.g. 10.2 feet or 10 feet 3 inches).

WATER-LEVEL MEASUREMENT REPORT

(Complete one form for each well that requires measurement under your plan)

Well Identification:

Please provide as much information as possible if you do not know the Well Log ID or Well Tag numbers.

OWRD Well Log ID: Harn 51146
Well not yet drilled date: _____
Owners Site Name: # 5
Well Tag on Well: L- 26615 Date drilled: 1-18-2005
Well Tag on Well Log: L- Total well depth (ft): 125'
Well drilled by: Donald Reed Casing diameter (in): 16"
Original owner on well log: Andy Root

Show all water rights with water-level measurement conditions that list this well:

Application number(s): G-16460
Permit number(s): _____
Certificate number(s): _____

When did water use begin under this permit from this well? Date: Month/Yr April 2006

Measuring point (MP) is 2.5 feet above below (circle one) land surface.
Description of measuring point (e.g. 1/2-inch access port in sub seal): Plug in Pump base

Water Level Measurement:

Well Log ID	Date Measured (mm/dd/yyyy)	Depth to Water Below Meas Point	Depth to Water Below Land Surface	Measurement Status	Measurement Method
<u>Harn 51146</u>	<u>03-07-2007</u>	<u>69.1</u>	<u>66.5</u>	static ☒ pumping ☐ rising ☐ flowing ☐	e-tape ☒ airline ☐ other ☐

Specify other measurement method: Electric Tape
For airline measurements only: Airline pressure _____ psi Airline length _____ ft
For flowing artesian wells only: Shut-in pressure _____ psi
Length of time well was idle prior to water-level measurement: 5 months
Comments: _____

I hereby certify that, to the best of my ability, the information on this report is accurate and, at the time of measurement, representative of the static water level in the aquifer.

Person making measurement (print): WILLIAM BEAL
Signature of measurer: William Beal
Company: BILL BEAL Consulting
License number (CWRE, RG, PE, WWC, Pump Installer): _____
Daytime phone number: 541-573-6642 Email address: _____

RECEIVED
APR 18 2007
WATER RESOURCES DEPT
SALEM, OREGON

If you have any questions about this notice, please call the Measurement & Reporting Section of the Department at 503-986-0834 or 503-986-0843. Return this Form to: OWRD, Meas & Reptg Section, 725 Summer St. NE, Suite. A, Salem, OR 97301-1271.

Additional forms may be obtained from our web sit at: www.oregon.gov/OWRD

OWRD

2/21/2007 GW/MJZ

10376

4

Oregon Water Resources Department
WATER-USE IMPACT PLAN REPORTING

RE: Required Water-Use Impact Plans and Water-Level Reporting for Ground Water Permits

ANDY ROOT
72163 RATTLESNAKE RD
BURNS OR 97720

Userid: 28096

L-5 Pivots

If you are no longer the holder of this permit or no longer have an interest in it, please contact our department. Consult your water-use impact plan to determine the required times for measuring and reporting, as well as any requirements regarding who may make the measurements. We recommend that you keep a copy of all measurement reports for your records. All measurements should be made to at least the nearest tenth of a foot or the nearest inch (e.g. 10.2 feet or 10 feet 3 inches).

WATER-LEVEL MEASUREMENT REPORT

(Complete one form for each well that requires measurement under your plan)

Well Identification:

Please provide as much information as possible if you do not know the Well Log ID or Well Tag numbers.

OWRD Well Log ID: HARN 1096
Well not yet drilled date: _____
Owners Site Name: #8 AS for Permit G-16165
Well Tag on Well: L- _____ Date drilled: 5-21-1962
Well Tag on Well Log: L- _____ Total well depth (ft): 165
Well drilled by: Edgar Kocnaman Casing diameter (in): 12"
Original owner on well log: Raymond Voegtly

Show all water rights with water-level measurement conditions that list this well:

Application number(s): G-16460
Permit number(s): G-16165
Certificate number(s): _____

When did water use begin under this permit from this well? Date: Month/Yr New application

Measuring point (MP) is 0.5 feet above below (circle one) land surface.

Description of measuring point (e.g. 1/2-inch access port in sub seal): Hole in NW side of casing

Water Level Measurement:		Depth to	Depth to	Measurement	Measurement
Well Log ID	Date Measured (mm/dd/yyyy)	Water Below Meas Point	Water Below Land Surface	Status	Method
HARN 1096	03-07-2007	67.8	67.3	static ☒ pumping ☐ rising ☐ flowing ☐	e-tape ☒ airline ☐ other ☐

Specify other measurement method: _____

For airline measurements only: Airline pressure _____ psi Airline length _____ ft

For flowing artesian wells only: Shut-in pressure _____ psi

Length of time well was idle prior to water-level measurement: New application

Comments: This well will replace well 2 of application G-16460 - Permit amendment will be filed as soon as the permit is issued.

I hereby certify that, to the best of my ability, the information on this report is accurate and, at the time of measurement, representative of the static water level in the aquifer.

Person making measurement (print): William Beal

Signature of measurer: William Beal

Company: Bill Beal Consulting

License number (CWRE, RG, PE, WWC, Pump Installer): _____

Daytime phone number: 541-573-6642 Email address: _____

RECEIVED

APR 18 2007

**WATER RESOURCES DEPT
SALEM, OREGON**

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Additional forms may be obtained from our web site at: www.oregon.gov/OWRD

OWRD

2/21/2007 GW/MJZ

1 10376



Oregon

Theodore R. Kulongoski, Governor

Water Resources Department

North Mall Office Building
725 Summer Street NE, Suite A
Salem, OR 97301-1266
503-986-0900
FAX 503-986-0904

May 4, 2007

RATTLESNAKE CREEK LAND & CATTLE CO
524 HWY 20 NORTH
HINES, OREGON 97738

Reference: Permit Amendment Transfer 10376

On April 30, 2007 we received your request for permit amendment change in point of appropriation for use of water from A WELL, tributary to HARNEY LAKE. The application was accompanied by \$350.00. Our receipt 87332 is enclosed.

By copy of this letter, we are asking the Watermaster for his report regarding the potential for injury to existing water rights which may be caused by the change.

Except as provided under ORS 540.510(3) for municipalities, you may not use water in the new place of use, or from the new point of appropriation until 60 days after we received your notice (application) and the permit amendment has been approved.

We will notify you if additional information or corrections to the application or map are required.

If you have any questions, please call the Transfer Section, (503)986-0900.

cc: Watermaster #10
Groundwater

enclosure



Oregon

Theodore R. Kulongoski, Governor

Water Resources Department

725 Summer Street NE, Suite A

Salem, OR 97301-1271

503-986-0900

FAX 503-986-0904

Notice of Application for Water Right Transfer, Temporary Transfer, or Permit Amendment 05/08/07

The Department seeks comment on the recently-filed application listed below. Any person may comment on the application. Comments must be received by the Department within 30 days of the date of this notice.

County: HARNEY
Transfer: 10376
Water Right: PERMIT - G 16165
Priority Date: 2005
Name: RATTLESNAKE CREEK LAND & CATTLE CO
Address: 524 HWY 20 N; HINES OR 97738
Change: POA
Source: WELL
Authorized POA: T25S R30E 34
Proposed POA: T25S R30E 34

The holder of a water right may apply to permanently change an existing water use subject to transfer. A transfer application may involve any of the following changes: Point of diversion or appropriation (POD; POA); Additional point of diversion or appropriation (APOD; APOA); Historic POD (HIST); Place of use (POU); Character of use (USE); Instream (ISWR); Substitution (SUB); or Exchange (EXCH).

The holder of a water right subject to transfer may request to temporarily change the place of use of the water for up to 5 years and, if necessary to convey the water, to temporarily change the point of diversion or appropriation.

The holder of a water right permit may apply to change a point of diversion (POD) or appropriation (POA) or to change the place of use (POU).

Any person who provides comments within the comment period will receive a copy of the Department's preliminary determination of whether the application should be approved or rejected after the Department has completed a review of the application and will be provided an opportunity to protest the application and preliminary determination at that time. The Director may presume that the transfer would be allowed by, and compatible with comprehensive plans unless an affected local government informs the Director otherwise within 30 days of this notice. Comments should be sent to the Transfers Section at the Department's Salem office.

TRANSFER CHECK OFF LIST

TRANSFER FILE # 10376
 DATE RECEIVED 4-30-07
 DATE MONEY SLIPPED 4-30-07
 DATE RECEIPTED 4-30-07
 VALID WATER RIGHT? X Yes No
 TEMP ALT AC IRR DIST PERM AMEND 1 DIV 15
 TEMP Div 15 ISWR
 LETTER FROM ATTORNEY YES (PUT INFO ON FRONT COVER) X NO
 FOLDER FILLED OUT* yes
 ENTERED IN DB yes
 CONTENTS MARKED yes
 COLOR CODED X Yes
 4 COPIES MADE & STAMPED yes
 CERTIFICATE MARKED no
 CERTIFICATE COPIED no
 PULL APPLICATIONS yes
 APP FOLDER MARKED yes
 FINAL PROOF MAP COPIED no
 PERMIT MARKED yes
 PERMIT COPIED yes
 PERMIT MAP COPIED yes
 DECREE MARKED no
 DECREE COPIED no
 ADJUDICATION MAP COPIED no
 ENTRIES CHECKED CHECKED BY INIT FOLDER
 PUBLIC NOTICE DATE 5-8-07 (PREPARED & COPIED) yes
 LETTER SENT yes Irrigation District no (copy of app & map)
 COPY TO WM yes
 BLUE FORM TO WM yes Orange Perm Amend/Yellow Temp/Gru Dist/Lav Alt Acr/pink his
 COPY TO GW yes POA, APOA, or [SW TO GW ONLY(as POD)]
 BLUE FORM TO GW yes Orange Perm Amend/Yellow Temp/Gru Dist/Lav Alt Acr/pink his
 COPY TO CWRE no
 LETTER TO ODFW no ALL Surface water POU/USE (POD and APOD FISH SCREENS)
 TRANSFER SENT TO: per amen drawer SW --- NCR --- SCR --- BR

PRINT DATA IF THERE ARE MANY FILES INVOLVED AND GLUE TO FOLDER