

STATE OF OREGON
WATER RESOURCES DEPARTMENT

725 Summer St. N.E. Ste. A
 SALEM, OR 97301-4172

(503) 986-0900 / (503) 986-0904 (fax)

RECEIPT # **88520**

INVOICE # _____

RECEIVED FROM: <u>Stanfield Irrigation</u>	APPLICATION
BY: <u>District</u>	PERMIT
	TRANSFER <u>T-10432</u>
CASH: <input type="checkbox"/> CHECK: # <u>16904</u> OTHER: (IDENTIFY) <input type="checkbox"/>	TOTAL REC'D <u>\$ 350.00</u>

1083 TREASURY 4170 WRD MISC CASH ACCT

0407 COPIES	\$	
OTHER: (IDENTIFY)	\$	
0243 US Lease	0244 Muni Water Mgmt. Plan	0245 Cons. Water

4270 WRD OPERATING ACCT

MISCELLANEOUS PCA 46111

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

WATER RIGHTS:	EXAM FEE		RECORD FEE
0201 SURFACE WATER	\$	0202	\$
0203 GROUND WATER	\$	0204	\$
0205 TRANSFER	<u>\$ 350.00</u>		

WELL CONSTRUCTION	EXAM FEE		LICENSE FEE
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: **88520** DATED: 7-2-07 BY: Diana Duli

Distribution - White Copy - Customer, Yellow Copy - Fiscal, Blue Copy - File, Buff Copy - Fiscal



Oregon

John A. Kitzhaber, MD, Governor

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

May 2, 2011

Stanfield Irrigation District
PO box 416
Stanfield, OR 97875

RE: Correcting Certificate

Enclosed is a new correcting and superseding Certificate # 87035 issued to correct a scrivener's error involving Certificates 86202.

If you have any questions regarding this certificate please contact the transfer section at 503-986-0883.

Sincerely,

Sarah Henderson
Executive Support

enclosure

cc: Watermaster #5
Greg Nelson, Field Services
Files T-8397, T-8398, T-8429, T-8560, T-8898, T-9032
Files T-9147, T-10252, T-10432, T-10689, T-10690



STATE OF OREGON
COUNTY OF UMATILLA
CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO:

STANFIELD IRRIGATION DISTRICT
P.O. BOX 416
STANFIELD, OREGON 97875

confirms the right to use the waters of the UMATILLA RIVER, a tributary of the COLUMBIA RIVER, for IRRIGATION, DOMESTIC, AND STOCK WATER OF 6,407.2 ACRES.

This right was confirmed by decree of the Circuit Court of the State of Oregon for UMATILLA COUNTY. The decree is of record at Salem, in the Order Record of the WATER RESOURCES DIRECTOR, in Volume 3, at Pages 233-235 and Volume 15, at Pages 433-435. The date of priority is MARCH 8, 1905.

The use is limited to 80.09 CUBIC FEET PER SECOND or its equivalent in case of rotation, measured at the point of diversion from the Umatilla River.

The point of diversion is located as follows:

TWP	RNG	MER	SEC	LOT	Q-Q	MEASURED DISTANCES
3 N	30 E	W.M.	31	4	NW SW	380 FEET NORTH AND 650 FEET EAST FROM THE SW CORNER OF SECTION 31

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 (1/80) of one cubic foot per second (or its equivalent) from MARCH 1 to NOVEMBER 1 and subject to the limitations of paragraph 32 of the Umatilla River Decree for each acre irrigated during the irrigation season of each year.

Description of the place of use to which this right is appurtenant:

TWP	RNG	MER	SEC	Q-Q	ACRES	TAX LOT
4 N	28 E	W.M.	13	SW SE	19.4	1300
4 N	28 E	W.M.	13	SE SE	4.8	1000
4 N	28 E	W.M.	13	SE SE	18.8	1200
4 N	28 E	W.M.	13	SE SE	1.2	1100
4 N	28 E	W.M.	13	SE SE	12.9	900
4 N	28 E	W.M.	24	NW NE	2.4	600
3 N	29 E	W.M.	3	NW NW	0.5	500
3 N	29 E	W.M.	3	NW NW	2.6	501
3 N	29 E	W.M.	4	NE NE	23.5	100

TWP	RNG	MER	SEC	Q-Q	ACRES	TAX LOT
3 N	29 E	W.M.	4	NW NE	1.9	100
3 N	29 E	W.M.	4	NW NE	10.1	402
3 N	29 E	W.M.	4	NW NE	8.5	300
3 N	29 E	W.M.	4	NW NE	3.9	301
3 N	29 E	W.M.	4	NW NE	4.0	302
3 N	29 E	W.M.	4	SW NE	2.2	201
3 N	29 E	W.M.	4	SW NE	0.7	200
3 N	29 E	W.M.	4	SW NE	9.2	400
3 N	29 E	W.M.	4	NE NW	15.3	500
3 N	29 E	W.M.	4	NE NW	7.4	600
3 N	29 E	W.M.	4	NE NW	8.3	700
3 N	29 E	W.M.	4	NW NW	10.0	800
3 N	29 E	W.M.	4	NW NW	10.9	900
3 N	29 E	W.M.	4	NW NW	13.1	1000
3 N	29 E	W.M.	4	NW NW	0.2	1100
3 N	29 E	W.M.	4	NW NW	0.4	1200
3 N	29 E	W.M.	4	SW NW	22.9	1400
3 N	29 E	W.M.	4	SW NW	10.0	1300
3 N	29 E	W.M.	4	SE NW	20.0	1400
3 N	29 E	W.M.	4	SE NW	14.7	1501
3 N	29 E	W.M.	4	NW SW	0.3	1300
3 N	29 E	W.M.	5	NE NE	38.7	100
3 N	29 E	W.M.	5	NW NE	10.5	400
3 N	29 E	W.M.	5	SW NE	39.0	400
3 N	29 E	W.M.	5	SE NE	31.8	100
3 N	29 E	W.M.	5	SE NE	0.8	1100
3 N	29 E	W.M.	5	NE SE	1.8	1200
3 N	29 E	W.M.	5	NE SE	0.4	1201
3 N	29 E	W.M.	5	NE SE	0.2	1300
3 N	29 E	W.M.	5	NW SE	8.0	1201
3 N	29 E	W.M.	5	NW SE	3.6	1600
3 N	29 E	W.M.	8	SE SE	6.0	2900
3 N	29 E	W.M.	9	SW SW	1.6	3100
3 N	29 E	W.M.	9	SW SW	2.3	3200
3 N	29 E	W.M.	9	SE SW	1.6	3200
3 N	29 E	W.M.	15	NW SW	5.5	200
3 N	29 E	W.M.	16	NW NE	5.3	600
3 N	29 E	W.M.	16	NW NE	0.1	
3 N	29 E	W.M.	16	SW NE	5.6	
3 N	29 E	W.M.	16	SE NE	2.1	
3 N	29 E	W.M.	16	NE SE	0.5	
3 N	29 E	W.M.	16	NW SE	0.5	
3 N	29 E	W.M.	22	SW NW	6.5	100
3 N	29 E	W.M.	22	SE NW	7.0	100
3 N	29 E	W.M.	22	NE SW	2.3	100
4 N	29 E	W.M.	3	NW SW	36.3	400
4 N	29 E	W.M.	3	SW SW	39.6	400
4 N	29 E	W.M.	4	SW SE	1.2	300

TWP	RNG	MER	SEC	Q-Q	ACRES	TAX LOT
4 N	29 E	W.M.	4	SE SE	16.1	300
4 N	29 E	W.M.	7	SE NE	0.9	2500
4 N	29 E	W.M.	7	SE SW	9.5	1500
4 N	29 E	W.M.	7	NE SE	35.8	200
4 N	29 E	W.M.	7	NW SE	14.3	200
4 N	29 E	W.M.	7	NW SE	11.0	600
4 N	29 E	W.M.	7	SW SE	19.0	400
4 N	29 E	W.M.	7	SW SE	8.2	500
4 N	29 E	W.M.	7	SW SE	10.0	600
4 N	29 E	W.M.	7	SE SE	19.4	200
4 N	29 E	W.M.	7	SE SE	20.0	300
4 N	29 E	W.M.	8	NW NE	0.6	600
4 N	29 E	W.M.	8	NW NE	0.8	700
4 N	29 E	W.M.	8	NW NE	0.8	800
4 N	29 E	W.M.	8	SW NE	1.4	600
4 N	29 E	W.M.	8	SW NE	1.4	700
4 N	29 E	W.M.	8	SW NE	1.2	800
4 N	29 E	W.M.	8	SW NE	29.2	1300
4 N	29 E	W.M.	8	SE NE	30.3	1200
4 N	29 E	W.M.	8	SW NW	4.2	1600
4 N	29 E	W.M.	8	SW NW	12.3	1600
4 N	29 E	W.M.	8	SE NW	22.7	1400
4 N	29 E	W.M.	8	NE SW	40.0	1800
4 N	29 E	W.M.	8	NW SW	36.2	1700
4 N	29 E	W.M.	8	SW SW	35.4	2700
4 N	29 E	W.M.	8	SE SW	28.2	1800
4 N	29 E	W.M.	8	NE SE	15.6	2000
4 N	29 E	W.M.	8	NE SE	18.6	1900
4 N	29 E	W.M.	8	NW SE	38.5	1300
4 N	29 E	W.M.	8	SW SE	1.9	1300
4 N	29 E	W.M.	9	NE NE	15.2	100
4 N	29 E	W.M.	9	NE NE	7.3	400
4 N	29 E	W.M.	9	NE NE	3.4	200
4 N	29 E	W.M.	9	NE NE	5.0	300
4 N	29 E	W.M.	9	NW NE	1.1	700
4 N	29 E	W.M.	9	NW NE	20.2	800
4 N	29 E	W.M.	9	NW NE	4.5	800
4 N	29 E	W.M.	9	NW NE	4.9	600
4 N	29 E	W.M.	9	NW NE	5.0	500
4 N	29 E	W.M.	9	SW NE	8.6	800
4 N	29 E	W.M.	9	SW NE	24.0	2100
4 N	29 E	W.M.	9	SW NE	2.7	1600
4 N	29 E	W.M.	9	SE NE	1.6	1700
4 N	29 E	W.M.	9	SE NE	31.0	2100
4 N	29 E	W.M.	9	NE NW	22.3	1000
4 N	29 E	W.M.	9	NE NW	13.7	900
4 N	29 E	W.M.	9	NW NW	24.0	1200
4 N	29 E	W.M.	9	NW NW	4.1	1300

TWP	RNG	MER	SEC	Q-Q	ACRES	TAX LOT
4 N	29 E	W.M.	9	SW NW	2.0	1300
4 N	29 E	W.M.	9	SW NW	34.4	1400
4 N	29 E	W.M.	9	SE NW	14.0	1500
4 N	29 E	W.M.	9	SE NW	19.1	1500
4 N	29 E	W.M.	9	NE SW	2.0	1500
4 N	29 E	W.M.	9	NW SW	22.3	2000
4 N	29 E	W.M.	9	NW SW	1.0	2000
4 N	29 E	W.M.	9	NE SE	12.8	2100
4 N	29 E	W.M.	10	NE NE	9.5	1201
4 N	29 E	W.M.	10	NE NE	18.7	1300
4 N	29 E	W.M.	10	NW NE	15.5	901
4 N	29 E	W.M.	10	NW NE	10.2	1200
4 N	29 E	W.M.	10	SW NE	12.4	1000
4 N	29 E	W.M.	10	SW NE	7.4	1100
4 N	29 E	W.M.	10	SW NE	3.0	1101
4 N	29 E	W.M.	10	SE NE	19.1	1400
4 N	29 E	W.M.	10	SE NE	16.2	1500
4 N	29 E	W.M.	10	NE NW	17.2	400
4 N	29 E	W.M.	10	NE NW	19.6	901
4 N	29 E	W.M.	10	NW NW	30.4	400
4 N	29 E	W.M.	10	SE NW	3.4	900
4 N	29 E	W.M.	10	SE NW	4.0	902
4 N	29 E	W.M.	10	NE SE	5.6	1500
4 N	29 E	W.M.	11	NE NE	20.0	100
4 N	29 E	W.M.	11	NW NE	35.0	200
4 N	29 E	W.M.	11	SW NE	25.5	800
4 N	29 E	W.M.	11	NE NW	37.0	300
4 N	29 E	W.M.	11	NW NW	19.0	500
4 N	29 E	W.M.	11	NW NW	19.5	400
4 N	29 E	W.M.	11	SW NW	37.8	600
4 N	29 E	W.M.	11	SE NW	35.9	700
4 N	29 E	W.M.	11	NE SW	23.8	700
4 N	29 E	W.M.	11	NE SW	6.0	1200
4 N	29 E	W.M.	11	NE SW	8.3	1300
4 N	29 E	W.M.	11	NW SW	3.0	1200
4 N	29 E	W.M.	11	NW SW	4.4	1300
4 N	29 E	W.M.	11	NW SW	22.2	1500
4 N	29 E	W.M.	11	SW SW	6.6	1300
4 N	29 E	W.M.	11	SE SW	38.1	1300
4 N	29 E	W.M.	11	NE SE	40.0	1400
4 N	29 E	W.M.	11	NW SE	38.5	900
4 N	29 E	W.M.	11	SW SE	19.0	1500
4 N	29 E	W.M.	11	SW SE	16.1	1400
4 N	29 E	W.M.	11	SE SE	19.0	1600
4 N	29 E	W.M.	11	SE SE	19.0	1700
4 N	29 E	W.M.	12	NE SW	1.1	3100
4 N	29 E	W.M.	12	NW SW	38.0	3000
4 N	29 E	W.M.	12	SW SW	20.0	2700

TWP	RNG	MER	SEC	Q-Q	ACRES	TAX LOT
4 N	29 E	W.M.	12	SW SW	16.0	2800
4 N	29 E	W.M.	12	SE SW	16.8	3400
4 N	29 E	W.M.	12	SE SW	17.4	3300
4 N	29 E	W.M.	13	NE NW	29.8	2700
4 N	29 E	W.M.	13	NW NW	38.4	2700
4 N	29 E	W.M.	13	SW NW	32.1	2700
4 N	29 E	W.M.	13	SE NW	24.8	2700
4 N	29 E	W.M.	14	NE NE	19.0	100
4 N	29 E	W.M.	14	NE NE	18.8	200
4 N	29 E	W.M.	14	NW NE	18.3	300
4 N	29 E	W.M.	14	NW NE	19.2	600
4 N	29 E	W.M.	14	SW NE	38.1	800
4 N	29 E	W.M.	14	SE NE	39.0	900
4 N	29 E	W.M.	14	NE NW	38.5	400
4 N	29 E	W.M.	14	NW NW	4.3	400
4 N	29 E	W.M.	14	SW NW	8.9	700
4 N	29 E	W.M.	14	SE NW	38.0	700
4 N	29 E	W.M.	14	NE SW	3.4	1100
4 N	29 E	W.M.	14	NE SW	6.8	1200
4 N	29 E	W.M.	14	NE SW	4.0	1500
4 N	29 E	W.M.	14	NE SW	9.5	1400
4 N	29 E	W.M.	14	NE SW	3.5	1600
4 N	29 E	W.M.	14	NW SW	3.4	700
4 N	29 E	W.M.	14	NW SW	1.2	1300
4 N	29 E	W.M.	14	NW SW	7.0	1400
4 N	29 E	W.M.	14	SW SW	15.3	1900
4 N	29 E	W.M.	14	SW SW	2.3	2100
4 N	29 E	W.M.	14	SE SW	4.2	1800
4 N	29 E	W.M.	14	SE SW	7.6	2300
4 N	29 E	W.M.	14	SE SW	0.9	2200
4 N	29 E	W.M.	14	SE SW	15.0	1900
4 N	29 E	W.M.	14	NE SE	9.2	1700
4 N	29 E	W.M.	14	NE SE	17.6	1000
4 N	29 E	W.M.	14	NW SE	16.5	1700
4 N	29 E	W.M.	14	NW SE	18.3	1000
4 N	29 E	W.M.	14	SW SE	11.7	2600
4 N	29 E	W.M.	14	SW SE	4.8	2500
4 N	29 E	W.M.	14	SW SE	3.0	2400
4 N	29 E	W.M.	14	SW SE	14.2	1700
4 N	29 E	W.M.	14	SE SE	1.2	1700
4 N	29 E	W.M.	14	SE SE	18.2	2600
4 N	29 E	W.M.	17	NE NE	36.0	100
4 N	29 E	W.M.	17	NW NE	29.7	300
4 N	29 E	W.M.	17	SE NE	21.7	700
4 N	29 E	W.M.	17	NE NW	34.0	400
4 N	29 E	W.M.	17	NW NW	17.0	400
4 N	29 E	W.M.	17	NW NW	13.6	500
4 N	29 E	W.M.	17	SW NW	26.0	400

TWP	RNG	MER	SEC	Q-Q	ACRES	TAX LOT
4 N	29 E	W.M.	17	SE NW	26.0	400
4 N	29 E	W.M.	18	NE NE	33.6	100
4 N	29 E	W.M.	18	NW NE	19.4	200
4 N	29 E	W.M.	18	NW NE	19.4	300
4 N	29 E	W.M.	18	SW NE	17.0	800
4 N	29 E	W.M.	18	SW NE	17.9	600
4 N	29 E	W.M.	18	SW NE	1.2	700
4 N	29 E	W.M.	18	SE NE	8.0	1000
4 N	29 E	W.M.	18	SE NE	0.4	800
4 N	29 E	W.M.	18	NE NW	38.8	400
4 N	29 E	W.M.	18	NW NW	7.8	400
4 N	29 E	W.M.	18	NW NW	42.3	500
4 N	29 E	W.M.	18	NW NW	7.2	500
4 N	29 E	W.M.	18	SW NW	8.0	400
4 N	29 E	W.M.	18	SW NW	46.4	500
4 N	29 E	W.M.	18	SE NW	39.4	400
4 N	29 E	W.M.	18	NE SW	37.4	1300
4 N	29 E	W.M.	18	NE SW	2.1	1700
4 N	29 E	W.M.	18	NW SW	46.6	500
4 N	29 E	W.M.	18	NW SW	8.0	1300
4 N	29 E	W.M.	18	SW SW	17.5	1400
4 N	29 E	W.M.	18	SW SW	1.3	1500
4 N	29 E	W.M.	18	SW SW	19.7	1500
4 N	29 E	W.M.	18	SE SW	11.5	1700
4 N	29 E	W.M.	19	NE NE	32.0	100
4 N	29 E	W.M.	19	SE NE	16.0	100
4 N	29 E	W.M.	19	NE NW	17.2	200
4 N	29 E	W.M.	19	SW NW	28.8	500
4 N	29 E	W.M.	19	NW SW	2.6	500
4 N	29 E	W.M.	22	NE SE	36.8	2600
4 N	29 E	W.M.	22	NW SE	8.0	2600
4 N	29 E	W.M.	22	SW SE	19.0	2800
4 N	29 E	W.M.	22	SW SE	12.8	2900
4 N	29 E	W.M.	22	SE SE	16.4	2800
4 N	29 E	W.M.	22	SE SE	17.0	2700
4 N	29 E	W.M.	23	NE NE	29.4	100
4 N	29 E	W.M.	23	NW NE	20.7	100
4 N	29 E	W.M.	23	NW NE	0.8	200
4 N	29 E	W.M.	23	NW NE	18.8	200
4 N	29 E	W.M.	23	SW NE	36.8	1400
4 N	29 E	W.M.	23	SE NE	7.9	100
4 N	29 E	W.M.	23	SE NE	4.0	1800
4 N	29 E	W.M.	23	SE NE	4.9	1800
4 N	29 E	W.M.	23	SE NE	9.9	1500
4 N	29 E	W.M.	23	NE NW	0.8	700
4 N	29 E	W.M.	23	NE NW	8.9	700
4 N	29 E	W.M.	23	NE NW	25.3	700
4 N	29 E	W.M.	23	NE NW	1.0	600

TWP	RNG	MER	SEC	Q-Q	ACRES	TAX LOT
4 N	29 E	W.M.	23	NW NW	23.1	1000
4 N	29 E	W.M.	23	NW NW	6.8	800
4 N	29 E	W.M.	23	NW NW	3.7	900
4 N	29 E	W.M.	23	SW NW	37.9	1100
4 N	29 E	W.M.	23	SE NW	36.4	1200
4 N	29 E	W.M.	23	NE SW	38.0	2100
4 N	29 E	W.M.	23	NW SW	36.3	2200
4 N	29 E	W.M.	23	SW SW	9.8	2500
4 N	29 E	W.M.	23	SW SW	9.8	3100
4 N	29 E	W.M.	23	SW SW	0.3	3300
4 N	29 E	W.M.	23	SW SW	8.3	3200
4 N	29 E	W.M.	23	SW SW	4.0	2300
4 N	29 E	W.M.	23	SW SW	5.8	2400
4 N	29 E	W.M.	23	SE SW	9.7	2700
4 N	29 E	W.M.	23	SE SW	9.5	3000
4 N	29 E	W.M.	23	SE SW	4.8	2500
4 N	29 E	W.M.	23	SE SW	4.3	2600
4 N	29 E	W.M.	23	SE SW	9.8	3100
4 N	29 E	W.M.	23	NE SE	17.9	100
4 N	29 E	W.M.	23	NW SE	19.4	2000
4 N	29 E	W.M.	23	NW SE	19.2	1900
4 N	29 E	W.M.	23	SW SE	37.0	2800
4 N	29 E	W.M.	23	SW SE	1.9	2900
4 N	29 E	W.M.	23	SE SE	6.4	2800
4 N	29 E	W.M.	25	SW NW	6.0	203
4 N	29 E	W.M.	26	NE NE	36.5	4500
4 N	29 E	W.M.	26	NW NE	37.4	4500
4 N	29 E	W.M.	26	SW NE	36.7	4600
4 N	29 E	W.M.	26	SE NE	36.8	4600
4 N	29 E	W.M.	26	NE NW	33.7	4400
4 N	29 E	W.M.	26	NE NW	4.0	4401
4 N	29 E	W.M.	26	NW NW	37.1	3302
4 N	29 E	W.M.	26	NW NW	0.9	3301
4 N	29 E	W.M.	26	SW NW	5.5	4200
4 N	29 E	W.M.	26	SW NW	33.0	4300
4 N	29 E	W.M.	26	SE NW	37.6	4100
4 N	29 E	W.M.	26	NE SW	8.0	4001
4 N	29 E	W.M.	26	NE SW	3.9	4102
4 N	29 E	W.M.	26	NW SW	0.9	4101
4 N	29 E	W.M.	26	NW SW	16.8	4102
4 N	29 E	W.M.	26	NW SW	8.6	4103
4 N	29 E	W.M.	26	SW SW	1.8	4001
4 N	29 E	W.M.	26	SE SW	37.6	4001
4 N	29 E	W.M.	26	NE SE	17.5	4001
4 N	29 E	W.M.	26	NW SE	0.5	4001
4 N	29 E	W.M.	26	SW SE	6.8	4001
4 N	29 E	W.M.	26	SW SE	5.9	4001
4 N	29 E	W.M.	26	SE SE	29.6	4001

TWP	RNG	MER	SEC	Q-Q	ACRES	TAX LOT
4 N	29 E	W.M.	27	NE NE	37.9	3302
4 N	29 E	W.M.	27	NW NE	20.2	3302
4 N	29 E	W.M.	27	NW NE	11.2	3400
4 N	29 E	W.M.	27	SW NE	26.3	3400
4 N	29 E	W.M.	27	SW NE	8.0	3500
4 N	29 E	W.M.	27	SE NE	36.4	3500
4 N	29 E	W.M.	27	SE NE	1.0	3501
4 N	29 E	W.M.	27	NE NW	21.6	3100
4 N	29 E	W.M.	27	NE NW	5.3	3200
4 N	29 E	W.M.	27	NE NW	2.4	3100
4 N	29 E	W.M.	27	NW NW	1.5	3100
4 N	29 E	W.M.	27	NW NW	4.4	3100
4 N	29 E	W.M.	27	SW NW	3.6	3100
4 N	29 E	W.M.	27	SW NW	16.9	3100
4 N	29 E	W.M.	27	SW NW	13.2	3200
4 N	29 E	W.M.	27	SE NW	34.1	3200
4 N	29 E	W.M.	27	NE SW	30.4	3200
4 N	29 E	W.M.	27	NW SW	37.4	3200
4 N	29 E	W.M.	27	NW SW	2.0	3100
4 N	29 E	W.M.	27	SW SW	38.1	3200
4 N	29 E	W.M.	27	SE SW	34.0	3200
4 N	29 E	W.M.	27	NE SE	34.3	3600
4 N	29 E	W.M.	27	NW SE	10.1	3600
4 N	29 E	W.M.	27	NW SE	20.2	3700
4 N	29 E	W.M.	27	SW SE	35.3	3700
4 N	29 E	W.M.	27	SW SE	0.5	3900
4 N	29 E	W.M.	27	SE SE	7.8	3700
4 N	29 E	W.M.	27	SE SE	13.8	3900
4 N	29 E	W.M.	27	SE SE	2.9	3600
4 N	29 E	W.M.	28	NE NE	29.2	100
4 N	29 E	W.M.	28	NW NE	16.7	100
4 N	29 E	W.M.	28	SW NE	32.1	100
4 N	29 E	W.M.	28	SW NE	0.8	100
4 N	29 E	W.M.	28	SW NE	0.6	400
4 N	29 E	W.M.	28	SE NE	5.2	100
4 N	29 E	W.M.	28	SE NE	8.2	300
4 N	29 E	W.M.	28	SE NE	13.6	200
4 N	29 E	W.M.	28	NE SW	1.0	800
4 N	29 E	W.M.	28	SW SW	6.0	1400
4 N	29 E	W.M.	28	SE SW	23.4	1500
4 N	29 E	W.M.	28	SE SW	9.9	1600
4 N	29 E	W.M.	28	NE SE	6.7	600
4 N	29 E	W.M.	28	NE SE	5.7	700
4 N	29 E	W.M.	28	NE SE	20.2	2000
4 N	29 E	W.M.	28	NW SE	5.7	700
4 N	29 E	W.M.	28	NW SE	1.5	1900
4 N	29 E	W.M.	28	NW SE	4.0	500
4 N	29 E	W.M.	28	SW SE	13.8	500

TWP	RNG	MER	SEC	Q-Q	ACRES	TAX LOT
4 N	29 E	W.M.	28	SW SE	1.0	1800
4 N	29 E	W.M.	28	SW SE	18.0	1700
4 N	29 E	W.M.	28	SE SE	19.3	2000
4 N	29 E	W.M.	28	SE SE	0.4	2300
4 N	29 E	W.M.	28	SE SE	15.4	2100
4 N	29 E	W.M.	28	SE SE	3.4	2200
4 N	29 E	W.M.	29	SE SW	30.2	200
4 N	29 E	W.M.	29	SW SE	36.0	200
4 N	29 E	W.M.	29	SE SE	9.9	200
4 N	29 E	W.M.	32	NE NE	14.0	100
4 N	29 E	W.M.	32	NE NE	0.5	201
4 N	29 E	W.M.	32	NE NE	0.5	202
4 N	29 E	W.M.	32	NE NE	0.5	203
4 N	29 E	W.M.	32	NE NE	1.5	300
4 N	29 E	W.M.	32	NE NE	4.5	301
4 N	29 E	W.M.	32	NE NE	2.5	403
4 N	29 E	W.M.	32	NE NE	2.9	200
4 N	29 E	W.M.	32	NW NE	31.6	500
4 N	29 E	W.M.	32	SW NE	11.7	100
4 N	29 E	W.M.	32	SW NE	0.5	2400
4 N	29 E	W.M.	32	SW NE	1.2	700
4 N	29 E	W.M.	32	SW NE	2.0	1700
4 N	29 E	W.M.	32	SW NE	0.4	1800
4 N	29 E	W.M.	32	SE NE	6.0	100
4 N	29 E	W.M.	32	SE NE	2.7	101
4 N	29 E	W.M.	32	SE NE	4.0	200
4 N	29 E	W.M.	32	SE NE	2.0	300
4 N	29 E	W.M.	32	SE NE	0.4	500
4 N	29 E	W.M.	32	SE NE	1.6	600
4 N	29 E	W.M.	32	SE NE	2.1	700
4 N	29 E	W.M.	32	SE NE	0.1	800
4 N	29 E	W.M.	32	SE NE	0.1	900
4 N	29 E	W.M.	32	SE NE	2.1	1000
4 N	29 E	W.M.	32	SE NE	2.0	1100
4 N	29 E	W.M.	32	SE NE	3.7	1200
4 N	29 E	W.M.	32	SE NE	0.5	1500
4 N	29 E	W.M.	32	SE NE	0.3	1602
4 N	29 E	W.M.	32	NE NW	0.2	1100
4 N	29 E	W.M.	32	SE NW	1.2	1100
4 N	29 E	W.M.	32	SE NW	0.2	1200
4 N	29 E	W.M.	32	SE NW	0.2	1300
4 N	29 E	W.M.	32	SE NW	0.2	1400
4 N	29 E	W.M.	32	SE NW	0.2	1600
4 N	29 E	W.M.	32	SE NW	0.2	1602
4 N	29 E	W.M.	32	SE NW	0.2	1603
4 N	29 E	W.M.	32	SE NW	1.0	1700
4 N	29 E	W.M.	32	SE NW	2.0	1900
4 N	29 E	W.M.	32	SE NW	0.2	2100

TWP	RNG	MER	SEC	Q-Q	ACRES	TAX LOT
4 N	29 E	W.M.	32	SE NW	1.1	2900
4 N	29 E	W.M.	32	SE NW	0.5	2805
4 N	29 E	W.M.	32	SE NW	0.4	2800
4 N	29 E	W.M.	32	NE SE	9.0	100
4 N	29 E	W.M.	32	NE SE	2.6	700
4 N	29 E	W.M.	32	NE SE	0.6	800
4 N	29 E	W.M.	32	NE SE	0.6	900
4 N	29 E	W.M.	32	NE SE	0.4	1000
4 N	29 E	W.M.	32	NE SE	0.2	1001
4 N	29 E	W.M.	32	NE SE	0.2	1002
4 N	29 E	W.M.	32	NE SE	0.2	1100
4 N	29 E	W.M.	32	NE SE	0.2	1101
4 N	29 E	W.M.	32	NE SE	2.4	1200
4 N	29 E	W.M.	32	NE SE	1.0	1500
4 N	29 E	W.M.	32	NE SE	3.6	2200
4 N	29 E	W.M.	32	SE SE	1.7	800
4 N	29 E	W.M.	32	SE SE	1.7	900
4 N	29 E	W.M.	32	SE SE	1.0	1200
4 N	29 E	W.M.	32	SE SE	3.1	1300
4 N	29 E	W.M.	32	SE SE	0.5	1400
4 N	29 E	W.M.	32	SE SE	4.8	1500
4 N	29 E	W.M.	33	NE NE	36.8	100
4 N	29 E	W.M.	33	NW NE	5.0	300
4 N	29 E	W.M.	33	NW NE	13.4	400
4 N	29 E	W.M.	33	NW NE	18.6	500
4 N	29 E	W.M.	33	SW NE	14.8	1600
4 N	29 E	W.M.	33	SW NE	19.5	200
4 N	29 E	W.M.	33	SE NE	17.2	1600
4 N	29 E	W.M.	33	SE NE	15.7	100
4 N	29 E	W.M.	33	NE NW	4.3	600
4 N	29 E	W.M.	33	NE NW	9.8	602
4 N	29 E	W.M.	33	NE NW	5.0	604
4 N	29 E	W.M.	33	NW NW	4.2	604
4 N	29 E	W.M.	33	NW NW	6.1	800
4 N	29 E	W.M.	33	SW NW	1.9	1000
4 N	29 E	W.M.	33	SW NW	5.0	1001
4 N	29 E	W.M.	33	SW NW	4.5	1100
4 N	29 E	W.M.	33	SW NW	4.5	1101
4 N	29 E	W.M.	33	SW NW	6.2	1200
4 N	29 E	W.M.	33	SW NW	13.0	1300
4 N	29 E	W.M.	33	SE NW	15.0	1400
4 N	29 E	W.M.	33	SE NW	4.3	1490
4 N	29 E	W.M.	33	SE NW	18.3	1500
4 N	29 E	W.M.	33	NE SW	31.7	1801
4 N	29 E	W.M.	33	NW SW	27.8	1801
4 N	29 E	W.M.	33	NW SW	1.1	1901
4 N	29 E	W.M.	33	SW SW	34.5	2200
4 N	29 E	W.M.	33	SE SW	35.0	2200

TWP	RNG	MER	SEC	Q-Q	ACRES	TAX LOT
4 N	29 E	W.M.	33	NE SE	38.0	1600
4 N	29 E	W.M.	33	NE SE	0.8	2800
4 N	29 E	W.M.	33	NW SE	19.5	1600
4 N	29 E	W.M.	33	NW SE	2.8	1700
4 N	29 E	W.M.	33	NW SE	14.2	1801
4 N	29 E	W.M.	33	SW SE	3.3	2300
4 N	29 E	W.M.	33	SW SE	4.0	2302
4 N	29 E	W.M.	33	SW SE	4.6	2400
4 N	29 E	W.M.	33	SW SE	0.4	2401
4 N	29 E	W.M.	33	SW SE	17.6	2500
4 N	29 E	W.M.	33	SE SE	2.9	2600
4 N	29 E	W.M.	33	SE SE	10.3	2601
4 N	29 E	W.M.	33	SE SE	18.7	2700
4 N	29 E	W.M.	33	SE SE	4.1	2401
4 N	29 E	W.M.	34	NE NE	26.6	3900
4 N	29 E	W.M.	34	NW NE	4.0	3700
4 N	29 E	W.M.	34	NW NE	20.4	5200
4 N	29 E	W.M.	34	NW NE	10.6	3900
4 N	29 E	W.M.	34	SW NE	25.3	5200
4 N	29 E	W.M.	34	SW NE	9.2	5300
4 N	29 E	W.M.	34	SE NE	5.9	3900
4 N	29 E	W.M.	34	NE NW	35.7	5400
4 N	29 E	W.M.	34	NW NW	38.3	5400
4 N	29 E	W.M.	34	SW NW	35.2	5400
4 N	29 E	W.M.	34	SE NW	38.1	5400
4 N	29 E	W.M.	34	NE SW	25.4	5600
4 N	29 E	W.M.	34	NE SW	8.9	5603
4 N	29 E	W.M.	34	NE SW	1.3	5604
4 N	29 E	W.M.	34	NW SW	5.1	5500
4 N	29 E	W.M.	34	NW SW	32.3	5600
4 N	29 E	W.M.	34	SW SW	5.0	5800
4 N	29 E	W.M.	34	SW SW	6.1	5801
4 N	29 E	W.M.	34	SW SW	25.0	5700
4 N	29 E	W.M.	34	SE SW	35.0	5700
4 N	29 E	W.M.	34	NW SE	3.5	5200
TOTAL:					6407.2	

This certificate corrects a scrivener's error in Certificate 86202 describing the place to which the water right is appurtenant for 3.2 acres located in T3N, R29E, W.M., 9, SW SW, Tax Lot 3200. The appurtenant water right was erroneously listed twice.

This certificate supersedes certificate 86202. Certificate 86202 was issued to confirm transfers T-8397, T-8398, T-8429, T-8560, T-8898, T-9032, T-9147, T-10252, T-10432, T-10689, and T-10690.

This issuance of this superseding certificate does not confirm the status of the water right in reference to ORS 540.610 pertaining to forfeiture or abandonment.

The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described and is subject to all other conditions and limitations contained in said decree.

Issued: MAY 02 2011



Dwight W. French, Water Right Services Division Administrator for
PHILLIP C. WARD, DIRECTOR



Oregon

Theodore R. Kulongoski, Governor

Water Resources Department
North Mall Office Building
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

DATE MAILED: January 20, 2010

NOTICE

STANFIELD IRRIGATION DISTRICT
P.O. BOX 416
STANFIELD, OREGON 97875

U.S. BUREAU OF RECLAMATION
PACIFIC NORTHWEST REGION
1150 NORTH CURTIS ROAD
BOISE, ID 83706-1234

Reference: Transfers 8397, 8398, 8429, 8560, 8898, 9032, 9147, 10252, 10432, 10689, and 10690 for Stanfield Irrigation District changing certificates 79440, 79442 and 76113.
And, perfection of Permit S-54406.

Enclosed are proposed certificates of water right and a map(s). The map and proposed certificates represent the extent water was used within the terms of an order approving the transfer based upon a Final Proof Survey and Inspection, performed by the Department.

The attached maps and certificates evidence 6407.2 acres of irrigation with priority of 1905, and 4465.2 acres of irrigation with priority of June 23, 1965 in the name of Stanfield Irrigation District. For a total of 10,872.4 acres of primary irrigation. There are also 7844 acres of supplemental irrigation from McKay Reservoir under permit S-7400 and 3028.4 acres of supplemental irrigation from McKay Reservoir under permit S-54406. That is a total of 10,872.4 acres of supplemental irrigation.

The certificate is the final step in the water right process. The Department encourages you to review this proposal. If you do not agree with the proposed certificates or maps(s), Oregon Administrative Rules 690-330-010(2) and 690-380-6040 allow the transferee or landowner 60 days from the mailing date of this notice to request the Department to reconsider the contents of the proposed certificates or map(s).

If you agree with the proposed certificates and map(s) no response to this notice is required. Sometime after the 60 day period, a recommendation will be made to the Director to issue the certificates, and if the Director signs the certificates, the recorded certificates of water right will be mailed to you.

If you have any questions please contact Mary Graineey at 503-986-0833.

Sincerely,

A handwritten signature in cursive script that reads "Dwight French".

Dwight French
Administrator
Water Rights Section

STATE OF OREGON
COUNTY OF UMATILLA
CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO:

STANFIELD IRRIGATION DISTRICT
P.O. BOX 416
STANFIELD, OREGON 97875

confirms the right to use the waters of the UMATILLA RIVER, a tributary of the COLUMBIA RIVER, for IRRIGATION OF 4465.2 ACRES.

This right was perfected under Permit 30789. The date of priority is JUNE 23, 1965. This right is limited to 111.7 CUBIC FEET PER SECOND or its equivalent in case of rotation, measured at the point of diversion from the source.

The point of diversion is located as follows: SW $\frac{1}{4}$ SW $\frac{1}{4}$, SECTION 31, TOWNSHIP 3 NORTH, RANGE 30 EAST, W.M.; FURNISH CANAL - 380 FEET NORTH AND 650 FEET EAST FROM THE SW CORNER OF SECTION 31.

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-FORTIETH of one cubic foot per second (or its equivalent) and 4 $\frac{1}{2}$ acre-feet for each acre irrigated during the irrigation season of each year. The irrigation season shall include any time between January 1 and November 1 of each year that water can be put to beneficial use by irrigation, either for immediate crop growth or for forecast requirements to raise the soil moisture to field capacity in the soil profile to be utilized by plant growth in the subsequent growing season. The use of water authorized herein shall be subsequent in priority and inferior to future irrigation project developments that provide a more efficient system through storage during the winter season and later use during the period of maximum crop demand.

The use shall conform to such reasonable rotation system as may be ordered by the proper state officer.

APPEAL RIGHTS

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 137-004-0080 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.

A description of the place of use to which this right is appurtenant is as follows:

Twp	Rng	Mer	Sec	Q-Q	Acres	TAXLOT
3 N	29 E	WM	4	NE ¹ / ₄ NE ¹ / ₄	14.9	200
3 N	29 E	WM	4	NW ¹ / ₄ NE ¹ / ₄	6.0	200
3 N	29 E	WM	4	SW ¹ / ₄ NE ¹ / ₄	22.0	200
3 N	29 E	WM	4	NE ¹ / ₄ SE ¹ / ₄	34.4	1700
3 N	29 E	WM	4	NW ¹ / ₄ SE ¹ / ₄	33.2	1700
3 N	29 E	WM	4	SW ¹ / ₄ SE ¹ / ₄	38.6	1700
3 N	29 E	WM	4	SE ¹ / ₄ SE ¹ / ₄	38.6	1700
3 N	29 E	WM	9	NE ¹ / ₄ NE ¹ / ₄	6.3	100
3 N	29 E	WM	9	NW ¹ / ₄ NE ¹ / ₄	6.3	100
3 N	29 E	WM	9	NE ¹ / ₄ SW ¹ / ₄	3.6	3400
3 N	29 E	WM	9	NW ¹ / ₄ SW ¹ / ₄	0.3	3400
3 N	29 E	WM	9	SW ¹ / ₄ SW ¹ / ₄	3.8	3400
3 N	29 E	WM	9	SE ¹ / ₄ SW ¹ / ₄	4.8	3400
3 N	29 E	WM	16	NE ¹ / ₄ NW ¹ / ₄	1.2	600
3 N	29 E	WM	21	NE ¹ / ₄ NE ¹ / ₄	11.0	100
3 N	29 E	WM	21	SE ¹ / ₄ NE ¹ / ₄	5.0	100
3 N	29 E	WM	21	NE ¹ / ₄ SE ¹ / ₄	10.0	100
3 N	29 E	WM	22	NW ¹ / ₄ SW ¹ / ₄	8.8	300
3 N	29 E	WM	22	SE ¹ / ₄ SW ¹ / ₄	4.0	1000
4 N	28 E	WM	13	SW ¹ / ₄ SW ¹ / ₄	30.1	800
4 N	28 E	WM	13	SE ¹ / ₄ SW ¹ / ₄	35.4	900
4 N	29 E	WM	3	NW ¹ / ₄ SW ¹ / ₄	1.7	400
4 N	29 E	WM	7	NE ¹ / ₄ SW ¹ / ₄	7.4	1600
4 N	29 E	WM	7	SE ¹ / ₄ SW ¹ / ₄	20.0	1600
4 N	29 E	WM	8	SE ¹ / ₄ SE ¹ / ₄	37.7	2200
4 N	29 E	WM	9	SE ¹ / ₄ NW ¹ / ₄	3.6	1900
4 N	29 E	WM	9	NE ¹ / ₄ SW ¹ / ₄	36.8	2100
4 N	29 E	WM	9	NW ¹ / ₄ SW ¹ / ₄	8.0	2100
4 N	29 E	WM	9	SW ¹ / ₄ SW ¹ / ₄	38.3	2100
4 N	29 E	WM	9	SE ¹ / ₄ SW ¹ / ₄	39.3	2100
4 N	29 E	WM	9	NE ¹ / ₄ SE ¹ / ₄	27.2	2100
4 N	29 E	WM	9	NW ¹ / ₄ SE ¹ / ₄	40.2	2100
4 N	29 E	WM	9	SW ¹ / ₄ SE ¹ / ₄	39.2	2100
4 N	29 E	WM	9	SE ¹ / ₄ SE ¹ / ₄	39.5	2100
4 N	29 E	WM	10	SW ¹ / ₄ NW ¹ / ₄	36.0	600
4 N	29 E	WM	10	NE ¹ / ₄ SW ¹ / ₄	39.4	600
4 N	29 E	WM	10	NW ¹ / ₄ SW ¹ / ₄	40.0	600

4	N	29	E	WM	10	SW ¹ / ₄ SW ¹ / ₄	39.4	600
4	N	29	E	WM	10	SE ¹ / ₄ SW ¹ / ₄	39.2	600
4	N	29	E	WM	10	NE ¹ / ₄ SE ¹ / ₄	30.7	1502
4	N	29	E	WM	10	NW ¹ / ₄ SE ¹ / ₄	33.8	600
4	N	29	E	WM	10	SW ¹ / ₄ SE ¹ / ₄	39.0	600
4	N	29	E	WM	10	SE ¹ / ₄ SE ¹ / ₄	38.3	600
4	N	29	E	WM	11	NE ¹ / ₄ NE ¹ / ₄	11.0	100
4	N	29	E	WM	11	SW ¹ / ₄ NE ¹ / ₄	4.1	800
4	N	29	E	WM	11	SE ¹ / ₄ NE ¹ / ₄	33.4	800
4	N	29	E	WM	11	NW ¹ / ₄ SW ¹ / ₄	6.8	1100
4	N	29	E	WM	11	SW ¹ / ₄ SW ¹ / ₄	31.0	1100
4	N	29	E	WM	12	NE ¹ / ₄ SW ¹ / ₄	18.9	3100
4	N	29	E	WM	12	SW ¹ / ₄ SE ¹ / ₄	35.5	2700
4	N	29	E	WM	12	SE ¹ / ₄ SE ¹ / ₄	34.3	2700
4	N	29	E	WM	13	NE ¹ / ₄ NE ¹ / ₄	36.1	100
4	N	29	E	WM	13	NW ¹ / ₄ NE ¹ / ₄	37.4	100
4	N	29	E	WM	13	SW ¹ / ₄ NE ¹ / ₄	39.6	100
4	N	29	E	WM	13	SE ¹ / ₄ NE ¹ / ₄	38.6	100
4	N	29	E	WM	13	NE ¹ / ₄ NW ¹ / ₄	3.1	100
4	N	29	E	WM	13	SW ¹ / ₄ NW ¹ / ₄	0.7	100
4	N	29	E	WM	13	SE ¹ / ₄ NW ¹ / ₄	15.0	100
4	N	29	E	WM	13	NE ¹ / ₄ SW ¹ / ₄	38.8	100
4	N	29	E	WM	13	NW ¹ / ₄ SW ¹ / ₄	35.5	100
4	N	29	E	WM	13	SW ¹ / ₄ SW ¹ / ₄	37.2	100
4	N	29	E	WM	13	SE ¹ / ₄ SW ¹ / ₄	39.1	100
4	N	29	E	WM	13	NE ¹ / ₄ SE ¹ / ₄	39.0	100
4	N	29	E	WM	13	NW ¹ / ₄ SE ¹ / ₄	38.7	100
4	N	29	E	WM	13	SW ¹ / ₄ SE ¹ / ₄	39.0	100
4	N	29	E	WM	13	SE ¹ / ₄ SE ¹ / ₄	38.2	100
4	N	29	E	WM	14	NE ¹ / ₄ SE ¹ / ₄	9.4	100
4	N	29	E	WM	14	SE ¹ / ₄ SE ¹ / ₄	14.4	100
4	N	29	E	WM	17	NE ¹ / ₄ NE ¹ / ₄	3.9	100
4	N	29	E	WM	17	NW ¹ / ₄ NE ¹ / ₄	10.3	300
4	N	29	E	WM	17	SW ¹ / ₄ NE ¹ / ₄	40.0	600
4	N	29	E	WM	17	SE ¹ / ₄ NE ¹ / ₄	17.3	700
4	N	29	E	WM	17	SW ¹ / ₄ NW ¹ / ₄	6.9	400
4	N	29	E	WM	17	SE ¹ / ₄ NW ¹ / ₄	8.4	400
4	N	29	E	WM	17	NE ¹ / ₄ SW ¹ / ₄	34.3	900
4	N	29	E	WM	17	NW ¹ / ₄ SW ¹ / ₄	38.4	900
4	N	29	E	WM	17	SW ¹ / ₄ SW ¹ / ₄	32.4	900
4	N	29	E	WM	17	SE ¹ / ₄ SW ¹ / ₄	35.5	900

4	N	29	E	WM	17	NE $\frac{1}{4}$ SE $\frac{1}{4}$	38.7	800
4	N	29	E	WM	17	NW $\frac{1}{4}$ SE $\frac{1}{4}$	40.0	800
4	N	29	E	WM	17	SW $\frac{1}{4}$ SE $\frac{1}{4}$	40.0	800
4	N	29	E	WM	17	SE $\frac{1}{4}$ SE $\frac{1}{4}$	38.7	800
4	N	29	E	WM	18	SE $\frac{1}{4}$ SW $\frac{1}{4}$	15.5	1800
4	N	29	E	WM	18	NE $\frac{1}{4}$ SE $\frac{1}{4}$	35.2	1200
4	N	29	E	WM	18	NW $\frac{1}{4}$ SE $\frac{1}{4}$	33.9	1200
4	N	29	E	WM	18	SW $\frac{1}{4}$ SE $\frac{1}{4}$	38.8	1200
4	N	29	E	WM	18	SE $\frac{1}{4}$ SE $\frac{1}{4}$	34.0	1200
4	N	29	E	WM	19	NW $\frac{1}{4}$ NE $\frac{1}{4}$	31.0	100
4	N	29	E	WM	19	SW $\frac{1}{4}$ NE $\frac{1}{4}$	30.0	100
4	N	29	E	WM	19	SE $\frac{1}{4}$ NE $\frac{1}{4}$	5.2	100
4	N	29	E	WM	19	NE $\frac{1}{4}$ NW $\frac{1}{4}$	19.9	200
4	N	29	E	WM	19	NW $\frac{1}{4}$ NW $\frac{1}{4}$	48.1	500
4	N	29	E	WM	19	SW $\frac{1}{4}$ NW $\frac{1}{4}$	9.8	500
4	N	29	E	WM	19	SE $\frac{1}{4}$ NW $\frac{1}{4}$	2.4	100
4	N	29	E	WM	19	NW $\frac{1}{4}$ SW $\frac{1}{4}$	51.3	500
4	N	29	E	WM	19	SW $\frac{1}{4}$ SW $\frac{1}{4}$	26.5	500
4	N	29	E	WM	19	NE $\frac{1}{4}$ SE $\frac{1}{4}$	28.7	100
4	N	29	E	WM	19	NW $\frac{1}{4}$ SE $\frac{1}{4}$	29.3	100
4	N	29	E	WM	19	SW $\frac{1}{4}$ SE $\frac{1}{4}$	27.9	100
4	N	29	E	WM	19	SE $\frac{1}{4}$ SE $\frac{1}{4}$	27.5	100
4	N	29	E	WM	22	SE $\frac{1}{4}$ SW $\frac{1}{4}$	1.3	2900
4	N	29	E	WM	23	SE $\frac{1}{4}$ NE $\frac{1}{4}$	9.8	100
4	N	29	E	WM	23	NE $\frac{1}{4}$ SE $\frac{1}{4}$	19.4	100
4	N	29	E	WM	23	SE $\frac{1}{4}$ SE $\frac{1}{4}$	28.3	2800
4	N	29	E	WM	24	NE $\frac{1}{4}$ NE $\frac{1}{4}$	33.9	100
4	N	29	E	WM	24	NW $\frac{1}{4}$ NE $\frac{1}{4}$	30.9	100
4	N	29	E	WM	24	SW $\frac{1}{4}$ NE $\frac{1}{4}$	36.2	100
4	N	29	E	WM	24	SE $\frac{1}{4}$ NE $\frac{1}{4}$	34.3	100
4	N	29	E	WM	24	NE $\frac{1}{4}$ NW $\frac{1}{4}$	33.7	100
4	N	29	E	WM	24	NW $\frac{1}{4}$ NW $\frac{1}{4}$	34.3	100
4	N	29	E	WM	24	SW $\frac{1}{4}$ NW $\frac{1}{4}$	36.1	100
4	N	29	E	WM	24	SE $\frac{1}{4}$ NW $\frac{1}{4}$	38.2	100
4	N	29	E	WM	24	NE $\frac{1}{4}$ SW $\frac{1}{4}$	37.9	201
4	N	29	E	WM	24	NW $\frac{1}{4}$ SW $\frac{1}{4}$	37.0	201
4	N	29	E	WM	24	SW $\frac{1}{4}$ SW $\frac{1}{4}$	31.8	202
4	N	29	E	WM	24	SE $\frac{1}{4}$ SW $\frac{1}{4}$	40.0	202
4	N	29	E	WM	24	NE $\frac{1}{4}$ SE $\frac{1}{4}$	34.3	100
4	N	29	E	WM	24	NW $\frac{1}{4}$ SE $\frac{1}{4}$	36.6	100
4	N	29	E	WM	24	SW $\frac{1}{4}$ SE $\frac{1}{4}$	40.0	100

4	N	29	E	WM	24	SE ¹ / ₄ SE ¹ / ₄	33.4	100
4	N	29	E	WM	25	NE ¹ / ₄ NE ¹ / ₄	36.1	204
4	N	29	E	WM	25	NW ¹ / ₄ NE ¹ / ₄	40.0	204
4	N	29	E	WM	25	SW ¹ / ₄ NE ¹ / ₄	38.5	204
4	N	29	E	WM	25	SE ¹ / ₄ NE ¹ / ₄	40.0	204
4	N	29	E	WM	25	NE ¹ / ₄ NW ¹ / ₄	36.5	204
4	N	29	E	WM	25	NW ¹ / ₄ NW ¹ / ₄	25.9	200
4	N	29	E	WM	25	SW ¹ / ₄ NW ¹ / ₄	14.6	200
4	N	29	E	WM	25	SW ¹ / ₄ NW ¹ / ₄	6.0	203
4	N	29	E	WM	25	SE ¹ / ₄ NW ¹ / ₄	25.1	200
4	N	29	E	WM	25	SE ¹ / ₄ NW ¹ / ₄	9.6	204
4	N	29	E	WM	25	NE ¹ / ₄ SW ¹ / ₄	38.4	200
4	N	29	E	WM	25	NW ¹ / ₄ SW ¹ / ₄	27.4	200
4	N	29	E	WM	25	SW ¹ / ₄ SW ¹ / ₄	38.0	200
4	N	29	E	WM	25	SE ¹ / ₄ SW ¹ / ₄	40.0	200
4	N	29	E	WM	25	NE ¹ / ₄ SE ¹ / ₄	29.9	204
4	N	29	E	WM	25	NW ¹ / ₄ SE ¹ / ₄	7.3	204
4	N	29	E	WM	25	NW ¹ / ₄ SE ¹ / ₄	13.8	200
4	N	29	E	WM	25	SW ¹ / ₄ SE ¹ / ₄	14.6	200
4	N	29	E	WM	25	SE ¹ / ₄ SE ¹ / ₄	10.5	204
4	N	29	E	WM	26	NE ¹ / ₄ SW ¹ / ₄	17.0	4000
4	N	29	E	WM	26	NW ¹ / ₄ SW ¹ / ₄	9.6	4000
4	N	29	E	WM	26	SW ¹ / ₄ SW ¹ / ₄	16.4	4000
4	N	29	E	WM	26	SW ¹ / ₄ SW ¹ / ₄	12.0	4001
4	N	29	E	WM	27	NW ¹ / ₄ NE ¹ / ₄	2.3	3302
4	N	29	E	WM	28	SW ¹ / ₄ SW ¹ / ₄	5.0	200
4	N	29	E	WM	28	NW ¹ / ₄ SE ¹ / ₄	7.3	500
4	N	29	E	WM	28	SW ¹ / ₄ SE ¹ / ₄	1.8	500
4	N	29	E	WM	29	NE ¹ / ₄ NE ¹ / ₄	37.3	100
4	N	29	E	WM	29	NW ¹ / ₄ NE ¹ / ₄	39.6	100
4	N	29	E	WM	29	SW ¹ / ₄ NE ¹ / ₄	40.0	100
4	N	29	E	WM	29	SE ¹ / ₄ NE ¹ / ₄	40.0	100
4	N	29	E	WM	29	NE ¹ / ₄ NW ¹ / ₄	39.6	100
4	N	29	E	WM	29	NW ¹ / ₄ NW ¹ / ₄	39.3	100
4	N	29	E	WM	29	SW ¹ / ₄ NW ¹ / ₄	40.0	100
4	N	29	E	WM	29	SE ¹ / ₄ NW ¹ / ₄	40.0	100
4	N	29	E	WM	29	NE ¹ / ₄ SW ¹ / ₄	34.9	200
4	N	29	E	WM	29	NW ¹ / ₄ SW ¹ / ₄	35.5	200
4	N	29	E	WM	29	SW ¹ / ₄ SW ¹ / ₄	29.5	200
4	N	29	E	WM	29	NE ¹ / ₄ SE ¹ / ₄	34.2	200
4	N	29	E	WM	29	NW ¹ / ₄ SE ¹ / ₄	34.3	200

4	N	29	E	WM	29	SE ¹ / ₄	SE ¹ / ₄	3.5	200
4	N	29	E	WM	29	SE ¹ / ₄	SE ¹ / ₄	8.0	300
4	N	29	E	WM	29	SE ¹ / ₄	SE ¹ / ₄	6.0	300
4	N	29	E	WM	34	NE ¹ / ₄	NE ¹ / ₄	6.4	3900
4	N	29	E	WM	34	SW ¹ / ₄	NE ¹ / ₄	3.0	3900
4	N	29	E	WM	34	SE ¹ / ₄	NE ¹ / ₄	24.1	3900
4	N	29	E	WM	36	NE ¹ / ₄	NE ¹ / ₄	23.5	4800
4	N	29	E	WM	36	NW ¹ / ₄	NE ¹ / ₄	34.9	4800
4	N	29	E	WM	36	SW ¹ / ₄	NE ¹ / ₄	34.7	4800
4	N	29	E	WM	36	SE ¹ / ₄	NE ¹ / ₄	27.3	4800
4	N	29	E	WM	36	NE ¹ / ₄	NW ¹ / ₄	38.8	4800
4	N	29	E	WM	36	NW ¹ / ₄	NW ¹ / ₄	32.2	4800

4465.2

This certificate is issued to confirm transfers T-8560, 10252, 10432, and 10690. This certificate supersedes certificate 76113.

This issuance of this superseding certificate does not confirm the status of the water right in reference to ORS 540.610 pertaining to forfeiture or abandonment.

The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described. The use confirmed herein may be made only at times when sufficient water is available to satisfy all prior rights, including rights for maintaining instream flows.

Issued: April 23, 2010



Dwight W. French, Administrator
 Water Rights and Adjudications Division for
 Phillip C. Ward, Director
 Water Resources Department

Recorded in State Record of Water Right Certificates numbered 86203

STATE OF OREGON
COUNTY OF UMATILLA
CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO:

STANFIELD IRRIGATION DISTRICT
P.O. BOX 416
STANFIELD, OREGON 97875

confirms the right to use the waters of the UMATILLA RIVER, a tributary of the COLUMBIA RIVER, for IRRIGATION, DOMESTIC, AND STOCK WATER OF 6,407.2 ACRES.

This right was confirmed by decree of the Circuit Court of the State of Oregon for UMATILLA COUNTY. The decree is of record at Salem, in the Order Record of the WATER RESOURCES DIRECTOR, in Volume 3, at Pages 233-235 and Volume 15, at Pages 433-435. The date of priority is MARCH 8, 1905.

The use is limited to 80.09 CUBIC FEET PER SECOND or its equivalent in case of rotation, measured at the point of diversion from the Umatilla River.

The point of diversion is located as follows:

380 FEET NORTH AND 650 FEET EAST, FROM THE SW CORNER OF SECTION 31, BEING WITHIN LOT 4 (SW1/4 SW1/4) OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 30 EAST, W.M.

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) from MARCH 1 to NOVEMBER 1 and subject to the limitations of paragraph 32 of the Umatilla River Decree for each acre irrigated during the irrigation season of each year.

APPEAL RIGHTS

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 137-004-0080 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.

Description of the place of use to which this right is appurtenant:

<u>Twp</u>	<u>Rng</u>	<u>Mer</u>	<u>Sec</u>	<u>Q-Q</u>	<u>ACRES</u>	<u>TAX</u> <u>LOT</u>
4 N	28 E	WM	13	SW SE	19.4	1300
4 N	28 E	WM	13	SE SE	4.8	1000
4 N	28 E	WM	13	SE SE	18.8	1200
4 N	28 E	WM	13	SE SE	1.2	1100
4 N	28 E	WM	13	SE SE	12.9	900
4 N	28 E	WM	24	NW NE	2.4	600
3 N	29 E	WM	3	NW NW	0.5	500
3 N	29 E	WM	3	NW NW	2.6	501
3 N	29 E	WM	4	NE NE	23.5	100
3 N	29 E	WM	4	NW NE	1.9	100
3 N	29 E	WM	4	NW NE	10.1	402
3 N	29 E	WM	4	NW NE	8.5	300
3 N	29 E	WM	4	NW NE	3.9	301
3 N	29 E	WM	4	NW NE	4.0	302
3 N	29 E	WM	4	SW NE	2.2	201
3 N	29 E	WM	4	SW NE	0.7	200
3 N	29 E	WM	4	SW NE	9.2	400
3 N	29 E	WM	4	NE NW	15.3	500
3 N	29 E	WM	4	NE NW	7.4	600
3 N	29 E	WM	4	NE NW	8.3	700
3 N	29 E	WM	4	NW NW	10.0	800
3 N	29 E	WM	4	NW NW	10.9	900
3 N	29 E	WM	4	NW NW	13.1	1000
3 N	29 E	WM	4	NW NW	0.2	1100
3 N	29 E	WM	4	NW NW	0.4	1200
3 N	29 E	WM	4	SW NW	22.9	1400
3 N	29 E	WM	4	SW NW	10.0	1300
3 N	29 E	WM	4	SE NW	20.0	1400
3 N	29 E	WM	4	SE NW	14.7	1501
3 N	29 E	WM	4	NW SW	0.3	1300
3 N	29 E	WM	5	NE NE	38.7	100
3 N	29 E	WM	5	NW NE	10.5	400
3 N	29 E	WM	5	SW NE	39.0	400
3 N	29 E	WM	5	SE NE	31.8	100
3 N	29 E	WM	5	SE NE	0.8	1100
3 N	29 E	WM	5	NE SE	1.8	1200
3 N	29 E	WM	5	NE SE	0.4	1201
3 N	29 E	WM	5	NE SE	0.2	1300
3 N	29 E	WM	5	NW SE	8.0	1201
3 N	29 E	WM	5	NW SE	3.6	1600
3 N	29 E	WM	8	SE SE	6.0	2900
3 N	29 E	WM	9	SW SW	1.6	3100
3 N	29 E	WM	9	SW SW	2.3	3200

3 N	29 E	WM	9	SW SW	2.3	3200
3 N	29 E	WM	9	SE SW	1.6	3200
3 N	29 E	WM	15	NW SW	5.5	200
3 N	29 E	WM	16	NW NE	5.3	600
3 N	29 E	WM	16	NW NE	0.1	
3 N	29 E	WM	16	SW NE	5.6	
3 N	29 E	WM	16	SE NE	2.1	
3 N	29 E	WM	16	NE SE	0.5	
3 N	29 E	WM	16	NW SE	0.5	
3 N	29 E	WM	22	SW NW	6.5	100
3 N	29 E	WM	22	SE NW	7.0	100
3 N	29 E	WM	22	NE SW	2.3	100
4 N	29 E	WM	3	NW SW	36.3	400
4 N	29 E	WM	3	SW SW	39.6	400
4 N	29 E	WM	4	SW SE	1.2	300
4 N	29 E	WM	4	SE SE	16.1	300
4 N	29 E	WM	7	SE NE	0.9	2500
4 N	29 E	WM	7	SE SW	9.5	1500
4 N	29 E	WM	7	NE SE	35.8	200
4 N	29 E	WM	7	NW SE	14.3	200
4 N	29 E	WM	7	NW SE	11.0	600
4 N	29 E	WM	7	SW SE	19.0	400
4 N	29 E	WM	7	SW SE	8.2	500
4 N	29 E	WM	7	SW SE	10.0	600
4 N	29 E	WM	7	SE SE	19.4	200
4 N	29 E	WM	7	SE SE	20.0	300
4 N	29 E	WM	8	NW NE	0.6	600
4 N	29 E	WM	8	NW NE	0.8	700
4 N	29 E	WM	8	NW NE	0.8	800
4 N	29 E	WM	8	SW NE	1.4	600
4 N	29 E	WM	8	SW NE	1.4	700
4 N	29 E	WM	8	SW NE	1.2	800
4 N	29 E	WM	8	SW NE	29.2	1300
4 N	29 E	WM	8	SE NE	30.3	1200
4 N	29 E	WM	8	SW NW	4.2	1600
4 N	29 E	WM	8	SW NW	12.3	1600
4 N	29 E	WM	8	SE NW	22.7	1400
4 N	29 E	WM	8	NE SW	40.0	1800
4 N	29 E	WM	8	NW SW	36.2	1700
4 N	29 E	WM	8	SW SW	35.4	2700
4 N	29 E	WM	8	SE SW	28.2	1800
4 N	29 E	WM	8	NE SE	15.6	2000
4 N	29 E	WM	8	NE SE	18.6	1900
4 N	29 E	WM	8	NW SE	38.5	1300
4 N	29 E	WM	8	SW SE	1.9	1300
4 N	29 E	WM	9	NE NE	15.2	100
4 N	29 E	WM	9	NE NE	7.3	400
4 N	29 E	WM	9	NE NE	3.4	200

4 N	29 E	WM	9	NE NE	5.0	300
4 N	29 E	WM	9	NW NE	1.1	700
4 N	29 E	WM	9	NW NE	20.2	800
4 N	29 E	WM	9	NW NE	4.5	800
4 N	29 E	WM	9	NW NE	4.9	600
4 N	29 E	WM	9	NW NE	5.0	500
4 N	29 E	WM	9	SW NE	8.6	800
4 N	29 E	WM	9	SW NE	24.0	2100
4 N	29 E	WM	9	SW NE	2.7	1600
4 N	29 E	WM	9	SE NE	1.6	1700
4 N	29 E	WM	9	SE NE	31.0	2100
4 N	29 E	WM	9	NE NW	22.3	1000
4 N	29 E	WM	9	NE NW	13.7	900
4 N	29 E	WM	9	NW NW	24.0	1200
4 N	29 E	WM	9	NW NW	4.1	1300
4 N	29 E	WM	9	SW NW	2.0	1300
4 N	29 E	WM	9	SW NW	34.4	1400
4 N	29 E	WM	9	SE NW	14.0	1500
4 N	29 E	WM	9	SE NW	19.1	1500
4 N	29 E	WM	9	NE SW	2.0	1500
4 N	29 E	WM	9	NW SW	22.3	2000
4 N	29 E	WM	9	NW SW	1.0	2000
4 N	29 E	WM	9	NE SE	12.8	2100
4 N	29 E	WM	10	NE NE	9.5	1201
4 N	29 E	WM	10	NE NE	18.7	1300
4 N	29 E	WM	10	NW NE	15.5	901
4 N	29 E	WM	10	NW NE	10.2	1200
4 N	29 E	WM	10	SW NE	12.4	1000
4 N	29 E	WM	10	SW NE	7.4	1100
4 N	29 E	WM	10	SW NE	3.0	1101
4 N	29 E	WM	10	SE NE	19.1	1400
4 N	29 E	WM	10	SE NE	16.2	1500
4 N	29 E	WM	10	NE NW	17.2	400
4 N	29 E	WM	10	NE NW	19.6	901
4 N	29 E	WM	10	NW NW	30.4	400
4 N	29 E	WM	10	SE NW	3.4	900
4 N	29 E	WM	10	SE NW	4.0	902
4 N	29 E	WM	10	NE SE	5.6	1500
4 N	29 E	WM	11	NE NE	20.0	100
4 N	29 E	WM	11	NW NE	35.0	200
4 N	29 E	WM	11	SW NE	25.5	800
4 N	29 E	WM	11	NE NW	37.0	300
4 N	29 E	WM	11	NW NW	19.0	500
4 N	29 E	WM	11	NW NW	19.5	400
4 N	29 E	WM	11	SW NW	37.8	600
4 N	29 E	WM	11	SE NW	35.9	700
4 N	29 E	WM	11	NE SW	23.8	700
4 N	29 E	WM	11	NE SW	6.0	1200

4 N	29 E	WM	11	NE SW	8.3	1300
4 N	29 E	WM	11	NW SW	3.0	1200
4 N	29 E	WM	11	NW SW	4.4	1300
4 N	29 E	WM	11	NW SW	22.2	1500
4 N	29 E	WM	11	SW SW	6.6	1300
4 N	29 E	WM	11	SE SW	38.1	1300
4 N	29 E	WM	11	NE SE	40.0	1400
4 N	29 E	WM	11	NW SE	38.5	900
4 N	29 E	WM	11	SW SE	19.0	1500
4 N	29 E	WM	11	SW SE	16.1	1400
4 N	29 E	WM	11	SE SE	19.0	1600
4 N	29 E	WM	11	SE SE	19.0	1700
4 N	29 E	WM	12	NE SW	1.1	3100
4 N	29 E	WM	12	NW SW	38.0	3000
4 N	29 E	WM	12	SW SW	20.0	2700
4 N	29 E	WM	12	SW SW	16.0	2800
4 N	29 E	WM	12	SE SW	16.8	3400
4 N	29 E	WM	12	SE SW	17.4	3300
4 N	29 E	WM	13	NE NW	29.8	2700
4 N	29 E	WM	13	NW NW	38.4	2700
4 N	29 E	WM	13	SW NW	32.1	2700
4 N	29 E	WM	13	SE NW	24.8	2700
4 N	29 E	WM	14	NE NE	19.0	100
4 N	29 E	WM	14	NE NE	18.8	200
4 N	29 E	WM	14	NW NE	18.3	300
4 N	29 E	WM	14	NW NE	19.2	600
4 N	29 E	WM	14	SW NE	38.1	800
4 N	29 E	WM	14	SE NE	39.0	900
4 N	29 E	WM	14	NE NW	38.5	400
4 N	29 E	WM	14	NW NW	4.3	400
4 N	29 E	WM	14	SW NW	8.9	700
4 N	29 E	WM	14	SE NW	38.0	700
4 N	29 E	WM	14	NE SW	3.4	1100
4 N	29 E	WM	14	NE SW	6.8	1200
4 N	29 E	WM	14	NE SW	4.0	1500
4 N	29 E	WM	14	NE SW	9.5	1400
4 N	29 E	WM	14	NE SW	3.5	1600
4 N	29 E	WM	14	NW SW	3.4	700
4 N	29 E	WM	14	NW SW	1.2	1300
4 N	29 E	WM	14	NW SW	7.0	1400
4 N	29 E	WM	14	SW SW	15.3	1900
4 N	29 E	WM	14	SW SW	2.3	2100
4 N	29 E	WM	14	SE SW	4.2	1800
4 N	29 E	WM	14	SE SW	7.6	2300
4 N	29 E	WM	14	SE SW	0.9	2200
4 N	29 E	WM	14	SE SW	15.0	1900
4 N	29 E	WM	14	NE SE	9.2	1700
4 N	29 E	WM	14	NE SE	17.6	1000

4 N	29 E	WM	14	NW SE	16.5	1700
4 N	29 E	WM	14	NW SE	18.3	1000
4 N	29 E	WM	14	SW SE	11.7	2600
4 N	29 E	WM	14	SW SE	4.8	2500
4 N	29 E	WM	14	SW SE	3.0	2400
4 N	29 E	WM	14	SW SE	14.2	1700
4 N	29 E	WM	14	SE SE	1.2	1700
4 N	29 E	WM	14	SE SE	18.2	2600
4 N	29 E	WM	17	NE NE	36.0	100
4 N	29 E	WM	17	NW NE	29.7	300
4 N	29 E	WM	17	SE NE	21.7	700
4 N	29 E	WM	17	NE NW	34.0	400
4 N	29 E	WM	17	NW NW	17.0	400
4 N	29 E	WM	17	NW NW	13.6	500
4 N	29 E	WM	17	SW NW	26.0	400
4 N	29 E	WM	17	SE NW	26.0	400
4 N	29 E	WM	18	NE NE	33.6	100
4 N	29 E	WM	18	NW NE	19.4	200
4 N	29 E	WM	18	NW NE	19.4	300
4 N	29 E	WM	18	SW NE	17.0	800
4 N	29 E	WM	18	SW NE	17.9	600
4 N	29 E	WM	18	SW NE	1.2	700
4 N	29 E	WM	18	SE NE	8.0	1000
4 N	29 E	WM	18	SE NE	0.4	800
4 N	29 E	WM	18	NE NW	38.8	400
4 N	29 E	WM	18	NW NW	7.8	400
4 N	29 E	WM	18	NW NW	42.3	500
4 N	29 E	WM	18	NW NW	7.2	500
4 N	29 E	WM	18	SW NW	8.0	400
4 N	29 E	WM	18	SW NW	46.4	500
4 N	29 E	WM	18	SE NW	39.4	400
4 N	29 E	WM	18	NE SW	37.4	1300
4 N	29 E	WM	18	NE SW	2.1	1700
4 N	29 E	WM	18	NW SW	46.6	500
4 N	29 E	WM	18	NW SW	8.0	1300
4 N	29 E	WM	18	SW SW	17.5	1400
4 N	29 E	WM	18	SW SW	1.3	1500
4 N	29 E	WM	18	SW SW	19.7	1500
4 N	29 E	WM	18	SE SW	11.5	1700
4 N	29 E	WM	19	NE NE	32.0	100
4 N	29 E	WM	19	SE NE	16.0	100
4 N	29 E	WM	19	NE NW	17.2	200
4 N	29 E	WM	19	SW NW	28.8	500
4 N	29 E	WM	19	NW SW	2.6	500
4 N	29 E	WM	22	NE SE	36.8	2600
4 N	29 E	WM	22	NW SE	8.0	2600
4 N	29 E	WM	22	SW SE	19.0	2800
4 N	29 E	WM	22	SW SE	12.8	2900

4 N	29 E	WM	22	SE SE	16.4	2800
4 N	29 E	WM	22	SE SE	17.0	2700
4 N	29 E	WM	23	NE NE	29.4	100
4 N	29 E	WM	23	NW NE	20.7	100
4 N	29 E	WM	23	NW NE	0.8	200
4 N	29 E	WM	23	NW NE	18.8	200
4 N	29 E	WM	23	SW NE	36.8	1400
4 N	29 E	WM	23	SE NE	7.9	100
4 N	29 E	WM	23	SE NE	4.0	1800
4 N	29 E	WM	23	SE NE	4.9	1800
4 N	29 E	WM	23	SE NE	9.9	1500
4 N	29 E	WM	23	NE NW	0.8	700
4 N	29 E	WM	23	NE NW	8.9	700
4 N	29 E	WM	23	NE NW	25.3	700
4 N	29 E	WM	23	NE NW	1.0	600
4 N	29 E	WM	23	NW NW	23.1	1000
4 N	29 E	WM	23	NW NW	6.8	800
4 N	29 E	WM	23	NW NW	3.7	900
4 N	29 E	WM	23	SW NW	37.9	1100
4 N	29 E	WM	23	SE NW	36.4	1200
4 N	29 E	WM	23	NE SW	38.0	2100
4 N	29 E	WM	23	NW SW	36.3	2200
4 N	29 E	WM	23	SW SW	9.8	2500
4 N	29 E	WM	23	SW SW	9.8	3100
4 N	29 E	WM	23	SW SW	0.3	3300
4 N	29 E	WM	23	SW SW	8.3	3200
4 N	29 E	WM	23	SW SW	4.0	2300
4 N	29 E	WM	23	SW SW	5.8	2400
4 N	29 E	WM	23	SE SW	9.7	2700
4 N	29 E	WM	23	SE SW	9.5	3000
4 N	29 E	WM	23	SE SW	4.8	2500
4 N	29 E	WM	23	SE SW	4.3	2600
4 N	29 E	WM	23	SE SW	9.8	3100
4 N	29 E	WM	23	NE SE	17.9	100
4 N	29 E	WM	23	NW SE	19.4	2000
4 N	29 E	WM	23	NW SE	19.2	1900
4 N	29 E	WM	23	SW SE	37.0	2800
4 N	29 E	WM	23	SW SE	1.9	2900
4 N	29 E	WM	23	SE SE	6.4	2800
4 N	29 E	WM	25	SW NW	6.0	203
4 N	29 E	WM	26	NE NE	36.5	4500
4 N	29 E	WM	26	NW NE	37.4	4500
4 N	29 E	WM	26	SW NE	36.7	4600
4 N	29 E	WM	26	SE NE	36.8	4600
4 N	29 E	WM	26	NE NW	33.7	4400
4 N	29 E	WM	26	NE NW	4.0	4401
4 N	29 E	WM	26	NW NW	37.1	3302
4 N	29 E	WM	26	NW NW	0.9	3301

4 N	29 E	WM	26	SW NW	5.5	4200
4 N	29 E	WM	26	SW NW	33.0	4300
4 N	29 E	WM	26	SE NW	37.6	4100
4 N	29 E	WM	26	NE SW	8.0	4001
4 N	29 E	WM	26	NE SW	3.9	4102
4 N	29 E	WM	26	NW SW	0.9	4101
4 N	29 E	WM	26	NW SW	16.8	4102
4 N	29 E	WM	26	NW SW	8.6	4103
4 N	29 E	WM	26	SW SW	1.8	4001
4 N	29 E	WM	26	SE SW	37.6	4001
4 N	29 E	WM	26	NE SE	17.5	4001
4 N	29 E	WM	26	NW SE	0.5	4001
4 N	29 E	WM	26	SW SE	6.8	4001
4 N	29 E	WM	26	SW SE	5.9	4001
4 N	29 E	WM	26	SE SE	29.6	4001
4 N	29 E	WM	27	NE NE	37.9	3302
4 N	29 E	WM	27	NW NE	20.2	3302
4 N	29 E	WM	27	NW NE	11.2	3400
4 N	29 E	WM	27	SW NE	26.3	3400
4 N	29 E	WM	27	SW NE	8.0	3500
4 N	29 E	WM	27	SE NE	36.4	3500
4 N	29 E	WM	27	SE NE	1.0	3501
4 N	29 E	WM	27	NE NW	21.6	3100
4 N	29 E	WM	27	NE NW	5.3	3200
4 N	29 E	WM	27	NE NW	2.4	3100
4 N	29 E	WM	27	NW NW	1.5	3100
4 N	29 E	WM	27	NW NW	4.4	3100
4 N	29 E	WM	27	SW NW	3.6	3100
4 N	29 E	WM	27	SW NW	16.9	3100
4 N	29 E	WM	27	SW NW	13.2	3200
4 N	29 E	WM	27	SE NW	34.1	3200
4 N	29 E	WM	27	NE SW	30.4	3200
4 N	29 E	WM	27	NW SW	37.4	3200
4 N	29 E	WM	27	NW SW	2.0	3100
4 N	29 E	WM	27	SW SW	38.1	3200
4 N	29 E	WM	27	SE SW	34.0	3200
4 N	29 E	WM	27	NE SE	34.3	3600
4 N	29 E	WM	27	NW SE	10.1	3600
4 N	29 E	WM	27	NW SE	20.2	3700
4 N	29 E	WM	27	SW SE	35.3	3700
4 N	29 E	WM	27	SW SE	0.5	3900
4 N	29 E	WM	27	SE SE	7.8	3700
4 N	29 E	WM	27	SE SE	13.8	3900
4 N	29 E	WM	27	SE SE	2.9	3600
4 N	29 E	WM	28	NE NE	29.2	100
4 N	29 E	WM	28	NW NE	16.7	100
4 N	29 E	WM	28	SW NE	32.1	100
4 N	29 E	WM	28	SW NE	0.8	100

4 N	29 E	WM	28	SW NE	0.6	400
4 N	29 E	WM	28	SE NE	5.2	100
4 N	29 E	WM	28	SE NE	8.2	300
4 N	29 E	WM	28	SE NE	13.6	200
4 N	29 E	WM	28	NE SW	1.0	800
4 N	29 E	WM	28	SW SW	6.0	1400
4 N	29 E	WM	28	SE SW	23.4	1500
4 N	29 E	WM	28	SE SW	9.9	1600
4 N	29 E	WM	28	NE SE	6.7	600
4 N	29 E	WM	28	NE SE	5.7	700
4 N	29 E	WM	28	NE SE	20.2	2000
4 N	29 E	WM	28	NW SE	5.7	700
4 N	29 E	WM	28	NW SE	1.5	1900
4 N	29 E	WM	28	NW SE	4.0	500
4 N	29 E	WM	28	SW SE	13.8	500
4 N	29 E	WM	28	SW SE	1.0	1800
4 N	29 E	WM	28	SW SE	18.0	1700
4 N	29 E	WM	28	SE SE	19.3	2000
4 N	29 E	WM	28	SE SE	0.4	2300
4 N	29 E	WM	28	SE SE	15.4	2100
4 N	29 E	WM	28	SE SE	3.4	2200
4 N	29 E	WM	29	SE SW	30.2	200
4 N	29 E	WM	29	SW SE	36.0	200
4 N	29 E	WM	29	SE SE	9.9	200
4 N	29 E	WM	32	NE NE	14.0	100
4 N	29 E	WM	32	NE NE	0.5	201
4 N	29 E	WM	32	NE NE	0.5	202
4 N	29 E	WM	32	NE NE	0.5	203
4 N	29 E	WM	32	NE NE	1.5	300
4 N	29 E	WM	32	NE NE	4.5	301
4 N	29 E	WM	32	NE NE	2.5	403
4 N	29 E	WM	32	NE NE	2.9	200
4 N	29 E	WM	32	NW NE	31.6	500
4 N	29 E	WM	32	SW NE	11.7	100
4 N	29 E	WM	32	SW NE	0.5	2400
4 N	29 E	WM	32	SW NE	1.2	700
4 N	29 E	WM	32	SW NE	2.0	1700
4 N	29 E	WM	32	SW NE	0.4	1800
4 N	29 E	WM	32	SE NE	6.0	100
4 N	29 E	WM	32	SE NE	2.7	101
4 N	29 E	WM	32	SE NE	4.0	200
4 N	29 E	WM	32	SE NE	2.0	300
4 N	29 E	WM	32	SE NE	0.4	500
4 N	29 E	WM	32	SE NE	1.6	600
4 N	29 E	WM	32	SE NE	2.1	700
4 N	29 E	WM	32	SE NE	0.1	800
4 N	29 E	WM	32	SE NE	0.1	900
4 N	29 E	WM	32	SE NE	2.1	1000

4 N	29 E	WM	32	SE NE	2.0	1100
4 N	29 E	WM	32	SE NE	3.7	1200
4 N	29 E	WM	32	SE NE	0.5	1500
4 N	29 E	WM	32	SE NE	0.3	1602
4 N	29 E	WM	32	NE NW	0.2	1100
4 N	29 E	WM	32	SE NW	1.2	1100
4 N	29 E	WM	32	SE NW	0.2	1200
4 N	29 E	WM	32	SE NW	0.2	1300
4 N	29 E	WM	32	SE NW	0.2	1400
4 N	29 E	WM	32	SE NW	0.2	1600
4 N	29 E	WM	32	SE NW	0.2	1602
4 N	29 E	WM	32	SE NW	0.2	1603
4 N	29 E	WM	32	SE NW	1.0	1700
4 N	29 E	WM	32	SE NW	2.0	1900
4 N	29 E	WM	32	SE NW	0.2	2100
4 N	29 E	WM	32	SE NW	1.1	2900
4 N	29 E	WM	32	SE NW	0.5	2805
4 N	29 E	WM	32	SE NW	0.4	2800
4 N	29 E	WM	32	NE SE	9.0	100
4 N	29 E	WM	32	NE SE	2.6	700
4 N	29 E	WM	32	NE SE	0.6	800
4 N	29 E	WM	32	NE SE	0.6	900
4 N	29 E	WM	32	NE SE	0.4	1000
4 N	29 E	WM	32	NE SE	0.2	1001
4 N	29 E	WM	32	NE SE	0.2	1002
4 N	29 E	WM	32	NE SE	0.2	1100
4 N	29 E	WM	32	NE SE	0.2	1101
4 N	29 E	WM	32	NE SE	2.4	1200
4 N	29 E	WM	32	NE SE	1.0	1500
4 N	29 E	WM	32	NE SE	3.6	2200
4 N	29 E	WM	32	SE SE	1.7	800
4 N	29 E	WM	32	SE SE	1.7	900
4 N	29 E	WM	32	SE SE	1.0	1200
4 N	29 E	WM	32	SE SE	3.1	1300
4 N	29 E	WM	32	SE SE	0.5	1400
4 N	29 E	WM	32	SE SE	4.8	1500
4 N	29 E	WM	33	NE NE	36.8	100
4 N	29 E	WM	33	NW NE	5.0	300
4 N	29 E	WM	33	NW NE	13.4	400
4 N	29 E	WM	33	NW NE	18.6	500
4 N	29 E	WM	33	SW NE	14.8	1600
4 N	29 E	WM	33	SW NE	19.5	200
4 N	29 E	WM	33	SE NE	17.2	1600
4 N	29 E	WM	33	SE NE	15.7	100
4 N	29 E	WM	33	NE NW	4.3	600
4 N	29 E	WM	33	NE NW	9.8	602
4 N	29 E	WM	33	NE NW	5.0	604
4 N	29 E	WM	33	NW NW	4.2	604

4 N	29 E	WM	33	NW NW	6.1	800
4 N	29 E	WM	33	SW NW	1.9	1000
4 N	29 E	WM	33	SW NW	5.0	1001
4 N	29 E	WM	33	SW NW	4.5	1100
4 N	29 E	WM	33	SW NW	4.5	1101
4 N	29 E	WM	33	SW NW	6.2	1200
4 N	29 E	WM	33	SW NW	13.0	1300
4 N	29 E	WM	33	SE NW	15.0	1400
4 N	29 E	WM	33	SE NW	4.3	1490
4 N	29 E	WM	33	SE NW	18.3	1500
4 N	29 E	WM	33	NE SW	31.7	1801
4 N	29 E	WM	33	NW SW	27.8	1801
4 N	29 E	WM	33	NW SW	1.1	1901
4 N	29 E	WM	33	SW SW	34.5	2200
4 N	29 E	WM	33	SE SW	35.0	2200
4 N	29 E	WM	33	NE SE	38.0	1600
4 N	29 E	WM	33	NE SE	0.8	2800
4 N	29 E	WM	33	NW SE	19.5	1600
4 N	29 E	WM	33	NW SE	2.8	1700
4 N	29 E	WM	33	NW SE	14.2	1801
4 N	29 E	WM	33	SW SE	3.3	2300
4 N	29 E	WM	33	SW SE	4.0	2302
4 N	29 E	WM	33	SW SE	4.6	2400
4 N	29 E	WM	33	SW SE	0.4	2401
4 N	29 E	WM	33	SW SE	17.6	2500
4 N	29 E	WM	33	SE SE	2.9	2600
4 N	29 E	WM	33	SE SE	10.3	2601
4 N	29 E	WM	33	SE SE	18.7	2700
4 N	29 E	WM	33	SE SE	4.1	2401
4 N	29 E	WM	34	NE NE	26.6	3900
4 N	29 E	WM	34	NW NE	4.0	3700
4 N	29 E	WM	34	NW NE	20.4	5200
4 N	29 E	WM	34	NW NE	10.6	3900
4 N	29 E	WM	34	SW NE	25.3	5200
4 N	29 E	WM	34	SW NE	9.2	5300
4 N	29 E	WM	34	SE NE	5.9	3900
4 N	29 E	WM	34	NE NW	35.7	5400
4 N	29 E	WM	34	NW NW	38.3	5400
4 N	29 E	WM	34	SW NW	35.2	5400
4 N	29 E	WM	34	SE NW	38.1	5400
4 N	29 E	WM	34	NE SW	25.4	5600
4 N	29 E	WM	34	NE SW	8.9	5603
4 N	29 E	WM	34	NE SW	1.3	5604
4 N	29 E	WM	34	NW SW	5.1	5500
4 N	29 E	WM	34	NW SW	32.3	5600
4 N	29 E	WM	34	SW SW	5.0	5800
4 N	29 E	WM	34	SW SW	6.1	5801
4 N	29 E	WM	34	SW SW	25.0	5700

4 N	29 E	WM	34	SE SW	35.0	5700
4 N	29 E	WM	34	NW SE	3.5	5200

6407.2

This certificate is issued to confirm transfers T 8397, 8398, 8429, 8560, 8898, 9032, 9147, 10252, 10432, 10689, and 10690. This certificate supersedes certificate 79442.

This issuance of this superseding certificate does not confirm the status of the water right in reference to ORS 540.610 pertaining to forfeiture or abandonment.

The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described and is subject to all other conditions and limitations contained in said decree.

Issued: April 23, 2010



Dwight M. French, Administrator
Water Rights and Adjudications Division for
Phillip C. Ward, Director
Water Resources Department

Recorded in State Record of Water Right Certificates numbered 86202

STATE OF OREGON
COUNTY OF UMATILLA
CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

U.S. BUREAU OF RECLAMATION
PACIFIC NORTHWEST REGION
1150 NORTH CURTIS ROAD
BOISE, IDAHO 83706-1234

confirms the right to use the waters of the McKAY RESERVOIR, constructed under reservoir Permit R-584, a tributary of the McKAY CREEK, for SUPPLEMENTAL IRRIGATION OF 7844.0 acres of land served by the Stanfield Irrigation District.

This right was perfected under Permit 7400. The date of priority is JULY 1, 1924. This right, together with certificates issued for lands within Westland Irrigation District and all private contracts with the U.S.B.R. for water stored in McKay Reservoir is limited to 73,250 ACRE FEET of stored water measured at the point of diversion from the source.

The point of diversion is located as follows:

McKay Dam - NW $\frac{1}{4}$ SE $\frac{1}{4}$, SECTION 34, TOWNSHIP 2 NORTH, RANGE 32 EAST, W.M.; Water is run down the natural channels of McKay Creek and the Umatilla River and is re-diverted at Stanfield Irrigation District Furnish Canal: SW $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 30 EAST, W.M.; 380 FEET NORTH AND 650 FEET EAST FROM THE SW CORNER OF SECTION 31.

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), provided further that the right allowed herein for supplemental irrigation shall be limited to any deficiency in the available supply of any prior right existing for the same land and shall not exceed the limitation allowed therein.

APPEAL RIGHTS

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 137-004-0080 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.

The water user shall comply with the terms and conditions of a valid Water Contract between the Bureau of Reclamation and the water user. The Watermaster shall distribute water to the designated points of diversion according to ORS 540.410 and valid water service contracts as may be amended from time to time.

The use shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use to which this right is appurtenant is as follows:

<u>Twp</u>	<u>Rng</u>	<u>Mer</u>	<u>Sec</u>	<u>Q-Q</u>	<u>ACRES</u>	<u>TAX LOT</u>
4 N	28 E	WM	13	SW SW	30.1	800
4 N	28 E	WM	13	SE SW	35.4	900
4 N	28 E	WM	13	SW SE	19.4	1300
4 N	28 E	WM	13	SE SE	4.8	1000
4 N	28 E	WM	13	SE SE	18.8	1200
4 N	28 E	WM	13	SE SE	1.2	1100
4 N	28 E	WM	13	SE SE	12.9	900
4 N	28 E	WM	24	NW NE	2.4	600
3 N	29 E	WM	3	NW NW	0.5	500
3 N	29 E	WM	3	NW NW	2.6	501
3 N	29 E	WM	4	NE NE	23.5	100
3 N	29 E	WM	4	NE NE	14.9	200
3 N	29 E	WM	4	NW NE	6.0	200
3 N	29 E	WM	4	NW NE	1.9	100
3 N	29 E	WM	4	NW NE	10.1	402
3 N	29 E	WM	4	NW NE	8.5	300
3 N	29 E	WM	4	NW NE	3.9	301
3 N	29 E	WM	4	NW NE	4.0	302
3 N	29 E	WM	4	SW NE	2.2	201
3 N	29 E	WM	4	SW NE	0.7	200
3 N	29 E	WM	4	SW NE	22.0	200
3 N	29 E	WM	4	SW NE	9.2	400
3 N	29 E	WM	4	NE NW	15.3	500
3 N	29 E	WM	4	NE NW	7.4	600
3 N	29 E	WM	4	NE NW	8.3	700
3 N	29 E	WM	4	NW NW	10.0	800
3 N	29 E	WM	4	NW NW	10.9	900
3 N	29 E	WM	4	NW NW	13.1	1000
3 N	29 E	WM	4	NW NW	0.2	1100
3 N	29 E	WM	4	NW NW	0.4	1200
3 N	29 E	WM	4	SW NW	22.9	1400
3 N	29 E	WM	4	SW NW	10.0	1300

3	N	29	E	WM	4	SE	NW	20.0	1400
3	N	29	E	WM	4	SE	NW	14.7	1501
3	N	29	E	WM	4	NW	SW	0.3	1300
3	N	29	E	WM	5	NE	NE	38.7	100
3	N	29	E	WM	5	NW	NE	10.5	400
3	N	29	E	WM	5	SW	NE	39.0	400
3	N	29	E	WM	5	SE	NE	31.8	100
3	N	29	E	WM	5	SE	NE	0.8	1100
3	N	29	E	WM	5	NE	SE	1.8	1200
3	N	29	E	WM	5	NE	SE	0.4	1201
3	N	29	E	WM	5	NE	SE	0.2	1300
3	N	29	E	WM	5	NW	SE	8.0	1201
3	N	29	E	WM	5	NW	SE	3.6	1600
3	N	29	E	WM	8	SE	SE	6.0	2900
3	N	29	E	WM	9	SW	SW	1.6	3100
3	N	29	E	WM	9	SW	SW	2.3	3200
3	N	29	E	WM	9	SE	SW	1.6	3200
3	N	29	E	WM	15	NW	SW	5.5	200
3	N	29	E	WM	16	NW	NE	5.3	600
3	N	29	E	WM	16	NW	NE	0.1	
3	N	29	E	WM	16	SW	NE	5.6	
3	N	29	E	WM	16	SE	NE	2.1	
3	N	29	E	WM	16	NE	NW	1.2	600
3	N	29	E	WM	16	NE	SE	0.5	
3	N	29	E	WM	16	NW	SE	0.5	
3	N	29	E	WM	22	SW	NW	6.5	100
3	N	29	E	WM	22	SE	NW	7.0	100
3	N	29	E	WM	22	NE	SW	2.3	100
4	N	29	E	WM	3	NW	SW	1.7	400
4	N	29	E	WM	3	NW	SW	36.3	400
4	N	29	E	WM	3	SW	SW	39.6	400
4	N	29	E	WM	4	SW	SE	1.2	300
4	N	29	E	WM	4	SE	SE	16.1	300
4	N	29	E	WM	7	SE	NE	0.9	2500
4	N	29	E	WM	7	NE	SW	7.4	1600
4	N	29	E	WM	7	SE	SW	20.0	1600
4	N	29	E	WM	7	SE	SW	9.5	1500
4	N	29	E	WM	7	NE	SE	35.8	200
4	N	29	E	WM	7	NW	SE	14.3	200
4	N	29	E	WM	7	NW	SE	11.0	600
4	N	29	E	WM	7	SW	SE	19.0	400
4	N	29	E	WM	7	SW	SE	8.2	500
4	N	29	E	WM	7	SW	SE	10.0	600
4	N	29	E	WM	7	SE	SE	19.4	200
4	N	29	E	WM	7	SE	SE	20.0	300
4	N	29	E	WM	8	NW	NE	0.6	600
4	N	29	E	WM	8	NW	NE	0.8	700

4	N	29	E	WM	8	NW	NE	0.8	800
4	N	29	E	WM	8	SW	NE	1.4	600
4	N	29	E	WM	8	SW	NE	1.4	700
4	N	29	E	WM	8	SW	NE	1.2	800
4	N	29	E	WM	8	SW	NE	29.2	1300
4	N	29	E	WM	8	SE	NE	30.3	1200
4	N	29	E	WM	8	SW	NW	4.2	1600
4	N	29	E	WM	8	SW	NW	12.3	1600
4	N	29	E	WM	8	SE	NW	22.7	1400
4	N	29	E	WM	8	NE	SW	40.0	1800
4	N	29	E	WM	8	NW	SW	36.2	1700
4	N	29	E	WM	8	SW	SW	35.4	2700
4	N	29	E	WM	8	SE	SW	28.2	1800
4	N	29	E	WM	8	NE	SE	15.6	2000
4	N	29	E	WM	8	NE	SE	18.6	1900
4	N	29	E	WM	8	NW	SE	38.5	1300
4	N	29	E	WM	8	SW	SE	1.9	1300
4	N	29	E	WM	9	NE	NE	15.2	100
4	N	29	E	WM	9	NE	NE	7.3	400
4	N	29	E	WM	9	NE	NE	3.4	200
4	N	29	E	WM	9	NE	NE	5.0	300
4	N	29	E	WM	9	NW	NE	1.1	700
4	N	29	E	WM	9	NW	NE	20.2	800
4	N	29	E	WM	9	NW	NE	4.5	800
4	N	29	E	WM	9	NW	NE	4.9	600
4	N	29	E	WM	9	NW	NE	5.0	500
4	N	29	E	WM	9	SW	NE	8.6	800
4	N	29	E	WM	9	SW	NE	24.0	2100
4	N	29	E	WM	9	SW	NE	2.7	1600
4	N	29	E	WM	9	SE	NE	1.6	1700
4	N	29	E	WM	9	SE	NE	31.0	2100
4	N	29	E	WM	9	NE	NW	22.3	1000
4	N	29	E	WM	9	NE	NW	13.7	900
4	N	29	E	WM	9	NW	NW	24.0	1200
4	N	29	E	WM	9	NW	NW	4.1	1300
4	N	29	E	WM	9	SW	NW	2.0	1300
4	N	29	E	WM	9	SW	NW	34.4	1400
4	N	29	E	WM	9	SE	NW	14.0	1500
4	N	29	E	WM	9	SE	NW	19.1	1500
4	N	29	E	WM	9	SE	NW	3.6	1900
4	N	29	E	WM	9	NE	SW	36.8	2100
4	N	29	E	WM	9	NE	SW	2.0	1500
4	N	29	E	WM	9	NW	SW	22.3	2000
4	N	29	E	WM	9	NW	SW	1.0	2000
4	N	29	E	WM	9	NW	SW	8.0	2100
4	N	29	E	WM	9	SW	SW	38.3	2100
4	N	29	E	WM	9	SE	SW	39.3	2100
4	N	29	E	WM	9	NE	SE	12.8	2100

4	N	29	E	WM	9	NW SW	8.0	2100
4	N	29	E	WM	9	SW SW	38.3	2100
4	N	29	E	WM	9	SE SW	39.3	2100
4	N	29	E	WM	9	NE SE	12.8	2100
4	N	29	E	WM	9	NE SE	27.2	2100
4	N	29	E	WM	9	NW SE	40.2	2100
4	N	29	E	WM	9	SW SE	39.2	2100
4	N	29	E	WM	9	SE SE	39.5	2100
4	N	29	E	WM	10	NE NE	9.5	1201
4	N	29	E	WM	10	NE NE	18.7	1300
4	N	29	E	WM	10	NW NE	15.5	901
4	N	29	E	WM	10	NW NE	10.2	1200
4	N	29	E	WM	10	SW NE	12.4	1000
4	N	29	E	WM	10	SW NE	7.4	1100
4	N	29	E	WM	10	SW NE	3.0	1101
4	N	29	E	WM	10	SE NE	19.1	1400
4	N	29	E	WM	10	SE NE	16.2	1500
4	N	29	E	WM	10	NE NW	17.2	400
4	N	29	E	WM	10	NE NW	19.6	901
4	N	29	E	WM	10	NW NW	30.4	400
4	N	29	E	WM	10	SE NW	3.4	900
4	N	29	E	WM	10	SE NW	4.0	902
4	N	29	E	WM	10	NE SE	36.3	1500
4	N	29	E	WM	11	NE NE	11.0	100
4	N	29	E	WM	11	NE NE	20.0	100
4	N	29	E	WM	11	NW NE	35.0	200
4	N	29	E	WM	11	SW NE	25.5	800
4	N	29	E	WM	11	SW NE	4.1	800
4	N	29	E	WM	11	SE NE	33.4	800
4	N	29	E	WM	11	NE NW	37.0	300
4	N	29	E	WM	11	NW NW	19.0	500
4	N	29	E	WM	11	NW NW	19.5	400
4	N	29	E	WM	11	SW NW	37.8	600
4	N	29	E	WM	11	SE NW	35.9	700
4	N	29	E	WM	11	NE SW	23.8	700
4	N	29	E	WM	11	NE SW	6.0	1200
4	N	29	E	WM	11	NE SW	8.3	1300
4	N	29	E	WM	11	NW SW	3.0	1200
4	N	29	E	WM	11	NW SW	4.4	1300
4	N	29	E	WM	11	NW SW	22.2	1500
4	N	29	E	WM	11	NW SW	6.8	1100
4	N	29	E	WM	11	SW SW	31.0	1100
4	N	29	E	WM	11	SW SW	6.6	1300
4	N	29	E	WM	11	SE SW	38.1	1300
4	N	29	E	WM	11	NE SE	40.0	1400
4	N	29	E	WM	11	NW SE	38.5	900
4	N	29	E	WM	11	SW SE	19.0	1500
4	N	29	E	WM	11	SW SE	16.1	1400

4 N	29 E	WM	11	SE SE	19.0	1600
4 N	29 E	WM	11	SE SE	19.0	1700
4 N	29 E	WM	12	NE SW	18.9	3100
4 N	29 E	WM	12	NE SW	1.1	3100
4 N	29 E	WM	12	NW SW	38.0	3000
4 N	29 E	WM	12	SW SW	20.0	2700
4 N	29 E	WM	12	SW SW	16.0	2800
4 N	29 E	WM	12	SE SW	16.8	3400
4 N	29 E	WM	12	SE SW	17.4	3300
4 N	29 E	WM	12	SW SE	35.5	2700
4 N	29 E	WM	12	SE SE	34.3	2700
4 N	29 E	WM	13	NW NE	37.4	100
4 N	29 E	WM	13	SW NE	39.6	100
4 N	29 E	WM	13	NE NW	32.9	100
4 N	29 E	WM	13	NW NW	38.4	100
4 N	29 E	WM	13	SW NW	32.1	100
4 N	29 E	WM	13	SW NW	0.7	100
4 N	29 E	WM	13	SE NW	39.8	100
4 N	29 E	WM	13	NE SW	38.8	100
4 N	29 E	WM	13	NW SW	35.5	100
4 N	29 E	WM	13	SW SW	37.2	100
4 N	29 E	WM	13	SE SW	39.1	100
4 N	29 E	WM	14	NE NE	19.0	100
4 N	29 E	WM	14	NE NE	18.8	200
4 N	29 E	WM	14	NW NE	18.3	300
4 N	29 E	WM	14	NW NE	19.2	600
4 N	29 E	WM	14	SW NE	38.1	800
4 N	29 E	WM	14	SE NE	39.0	900
4 N	29 E	WM	14	NE NW	38.5	400
4 N	29 E	WM	14	NW NW	4.3	400
4 N	29 E	WM	14	SW NW	8.9	700
4 N	29 E	WM	14	SE NW	38.0	700
4 N	29 E	WM	14	NE SW	3.4	1100
4 N	29 E	WM	14	NE SW	6.8	1200
4 N	29 E	WM	14	NE SW	4.0	1500
4 N	29 E	WM	14	NE SW	9.5	1400
4 N	29 E	WM	14	NE SW	3.5	1600
4 N	29 E	WM	14	NW SW	3.4	700
4 N	29 E	WM	14	NW SW	1.2	1300
4 N	29 E	WM	14	NW SW	7.0	1400
4 N	29 E	WM	14	SW SW	15.3	1900
4 N	29 E	WM	14	SW SW	2.3	2100
4 N	29 E	WM	14	SE SW	4.2	1800
4 N	29 E	WM	14	SE SW	7.6	2300
4 N	29 E	WM	14	SE SW	0.9	2200
4 N	29 E	WM	14	SE SW	15.0	1900
4 N	29 E	WM	14	NE SE	9.2	1700
4 N	29 E	WM	14	NE SE	17.6	1000

4	N	29	E	WM	14	NE SE	9.4	100
4	N	29	E	WM	14	NW SE	16.5	1700
4	N	29	E	WM	14	NW SE	18.3	1000
4	N	29	E	WM	14	SW SE	11.7	2600
4	N	29	E	WM	14	SW SE	4.8	2500
4	N	29	E	WM	14	SW SE	3.0	2400
4	N	29	E	WM	14	SW SE	14.2	1700
4	N	29	E	WM	14	SE SE	1.2	1700
4	N	29	E	WM	14	SE SE	18.2	2600
4	N	29	E	WM	14	SE SE	14.4	100
4	N	29	E	WM	17	NE NE	3.9	100
4	N	29	E	WM	17	NE NE	36.0	100
4	N	29	E	WM	17	NW NE	29.7	300
4	N	29	E	WM	17	NW NE	10.3	300
4	N	29	E	WM	17	SW NE	40.0	600
4	N	29	E	WM	17	SE NE	17.3	700
4	N	29	E	WM	17	SE NE	21.7	700
4	N	29	E	WM	17	NE NW	34.0	400
4	N	29	E	WM	17	NW NW	17.0	400
4	N	29	E	WM	17	NW NW	13.6	500
4	N	29	E	WM	17	SW NW	26.0	400
4	N	29	E	WM	17	SW NW	6.9	400
4	N	29	E	WM	17	SE NW	26.0	400
4	N	29	E	WM	17	SE NW	8.4	400
4	N	29	E	WM	18	NE NE	33.6	100
4	N	29	E	WM	18	NW NE	19.4	200
4	N	29	E	WM	18	NW NE	19.4	300
4	N	29	E	WM	18	SW NE	17.0	800
4	N	29	E	WM	18	SW NE	17.9	600
4	N	29	E	WM	18	SW NE	1.2	700
4	N	29	E	WM	18	SE NE	8.0	1000
4	N	29	E	WM	18	SE NE	0.4	800
4	N	29	E	WM	18	NE NW	38.8	400
4	N	29	E	WM	18	NW NW	7.8	400
4	N	29	E	WM	18	NW NW	42.3	500
4	N	29	E	WM	18	NW NW	7.2	500
4	N	29	E	WM	18	SW NW	8.0	400
4	N	29	E	WM	18	SW NW	46.4	500
4	N	29	E	WM	18	SE NW	39.4	400
4	N	29	E	WM	18	NE SW	37.4	1300
4	N	29	E	WM	18	NE SW	2.1	1700
4	N	29	E	WM	18	NW SW	46.6	500
4	N	29	E	WM	18	NW SW	8.0	1300
4	N	29	E	WM	18	SW SW	17.5	1400
4	N	29	E	WM	18	SW SW	1.3	1500
4	N	29	E	WM	18	SW SW	19.7	1500
4	N	29	E	WM	18	SE SW	11.5	1700
4	N	29	E	WM	18	SE SW	15.5	1800

4	N	29	E	WM	19	NE NE	32.0	100
4	N	29	E	WM	19	NW NE	31.0	100
4	N	29	E	WM	19	SW NE	30.0	100
4	N	29	E	WM	19	SE NE	5.2	100
4	N	29	E	WM	19	SE NE	16.0	100
4	N	29	E	WM	19	NE NW	17.2	200
4	N	29	E	WM	19	NE NW	19.9	200
4	N	29	E	WM	19	NW NW	48.1	500
4	N	29	E	WM	19	SW NW	9.8	500
4	N	29	E	WM	19	SW NW	28.8	500
4	N	29	E	WM	19	SE NW	2.4	100
4	N	29	E	WM	19	NW SW	51.3	500
4	N	29	E	WM	19	NW SW	2.6	500
4	N	29	E	WM	19	SW SW	26.5	500
4	N	29	E	WM	19	NW SE	8.2	100
4	N	29	E	WM	22	NE SE	36.8	2600
4	N	29	E	WM	22	NW SE	8.0	2600
4	N	29	E	WM	22	SW SE	19.0	2800
4	N	29	E	WM	22	SW SE	12.8	2900
4	N	29	E	WM	22	SE SE	16.4	2800
4	N	29	E	WM	22	SE SE	17.0	2700
4	N	29	E	WM	23	NE NE	29.4	100
4	N	29	E	WM	23	NW NE	20.7	100
4	N	29	E	WM	23	NW NE	0.8	200
4	N	29	E	WM	23	NW NE	18.8	200
4	N	29	E	WM	23	SW NE	36.8	1400
4	N	29	E	WM	23	SE NE	7.9	100
4	N	29	E	WM	23	SE NE	4.0	1800
4	N	29	E	WM	23	SE NE	4.9	1800
4	N	29	E	WM	23	SE NE	9.9	1500
4	N	29	E	WM	23	SE NE	9.8	100
4	N	29	E	WM	23	NE NW	0.8	700
4	N	29	E	WM	23	NE NW	8.9	700
4	N	29	E	WM	23	NE NW	25.3	700
4	N	29	E	WM	23	NE NW	1.0	600
4	N	29	E	WM	23	NW NW	23.1	1000
4	N	29	E	WM	23	NW NW	6.8	800
4	N	29	E	WM	23	NW NW	3.7	900
4	N	29	E	WM	23	SW NW	37.9	1100
4	N	29	E	WM	23	SE NW	36.4	1200
4	N	29	E	WM	23	NE SW	38.0	2100
4	N	29	E	WM	23	NW SW	36.3	2200
4	N	29	E	WM	23	SW SW	9.8	2500
4	N	29	E	WM	23	SW SW	9.8	3100
4	N	29	E	WM	23	SW SW	0.3	3300
4	N	29	E	WM	23	SW SW	8.3	3200
4	N	29	E	WM	23	SW SW	4.0	2300
4	N	29	E	WM	23	SW SW	5.8	2400

4	N	29	E	WM	23	SE SW	9.7	2700
4	N	29	E	WM	23	SE SW	9.5	3000
4	N	29	E	WM	23	SE SW	4.8	2500
4	N	29	E	WM	23	SE SW	4.3	2600
4	N	29	E	WM	23	SE SW	9.8	3100
4	N	29	E	WM	23	NE SE	17.9	100
4	N	29	E	WM	23	NE SE	19.4	100
4	N	29	E	WM	23	NW SE	19.4	2000
4	N	29	E	WM	23	NW SE	19.2	1900
4	N	29	E	WM	23	SW SE	37.0	2800
4	N	29	E	WM	23	SW SE	1.9	2900
4	N	29	E	WM	23	SE SE	6.4	2800
4	N	29	E	WM	23	SE SE	28.3	2800
4	N	29	E	WM	25	SW NW	12.0	203
4	N	29	E	WM	26	NE NE	36.5	4500
4	N	29	E	WM	26	NW NE	37.4	4500
4	N	29	E	WM	26	SW NE	36.7	4600
4	N	29	E	WM	26	SE NE	36.8	4600
4	N	29	E	WM	26	NE NW	33.7	4400
4	N	29	E	WM	26	NE NW	4.0	4401
4	N	29	E	WM	26	NW NW	37.1	3302
4	N	29	E	WM	26	NW NW	0.9	3301
4	N	29	E	WM	26	SW NW	5.5	4200
4	N	29	E	WM	26	SW NW	33.0	4300
4	N	29	E	WM	26	SE NW	37.6	4100
4	N	29	E	WM	26	NE SW	8.0	4001
4	N	29	E	WM	26	NE SW	3.9	4102
4	N	29	E	WM	26	NE SW	17.0	4000
4	N	29	E	WM	26	NW SW	9.6	4000
4	N	29	E	WM	26	NW SW	0.9	4101
4	N	29	E	WM	26	NW SW	16.8	4102
4	N	29	E	WM	26	NW SW	8.6	4103
4	N	29	E	WM	26	SW SW	1.8	4001
4	N	29	E	WM	26	SW SW	16.4	4000
4	N	29	E	WM	26	SW SW	12.0	4001
4	N	29	E	WM	26	SE SW	37.6	4001
4	N	29	E	WM	26	NE SE	17.5	4001
4	N	29	E	WM	26	NW SE	0.5	4001
4	N	29	E	WM	26	SW SE	6.8	4001
4	N	29	E	WM	26	SW SE	5.9	4001
4	N	29	E	WM	26	SE SE	29.6	4001
4	N	29	E	WM	27	NE NE	37.9	3302
4	N	29	E	WM	27	NW NE	2.3	3302
4	N	29	E	WM	27	NW NE	20.2	3302
4	N	29	E	WM	27	NW NE	11.2	3400
4	N	29	E	WM	27	SW NE	26.3	3400
4	N	29	E	WM	27	SW NE	8.0	3500
4	N	29	E	WM	27	SE NE	36.4	3500

4	N	29	E	WM	27	SE NE	1.0	3501
4	N	29	E	WM	27	NE NW	21.6	3100
4	N	29	E	WM	27	NE NW	5.3	3200
4	N	29	E	WM	27	NE NW	2.4	3100
4	N	29	E	WM	27	NW NW	1.5	3100
4	N	29	E	WM	27	NW NW	4.4	3100
4	N	29	E	WM	27	SW NW	3.6	3100
4	N	29	E	WM	27	SW NW	16.9	3100
4	N	29	E	WM	27	SW NW	13.2	3200
4	N	29	E	WM	27	SE NW	34.1	3200
4	N	29	E	WM	27	NE SW	30.4	3200
4	N	29	E	WM	27	NW SW	37.4	3200
4	N	29	E	WM	27	NW SW	2.0	3100
4	N	29	E	WM	27	SW SW	38.1	3200
4	N	29	E	WM	27	SE SW	34.0	3200
4	N	29	E	WM	27	NE SE	34.3	3600
4	N	29	E	WM	27	NW SE	10.1	3600
4	N	29	E	WM	27	NW SE	20.2	3700
4	N	29	E	WM	27	SW SE	35.3	3700
4	N	29	E	WM	27	SW SE	0.5	3900
4	N	29	E	WM	27	SE SE	7.8	3700
4	N	29	E	WM	27	SE SE	13.8	3900
4	N	29	E	WM	27	SE SE	2.9	3600
4	N	29	E	WM	28	NE NE	29.2	100
4	N	29	E	WM	28	NW NE	16.7	100
4	N	29	E	WM	28	SW NE	32.1	100
4	N	29	E	WM	28	SW NE	0.8	100
4	N	29	E	WM	28	SW NE	0.6	400
4	N	29	E	WM	28	SE NE	5.2	100
4	N	29	E	WM	28	SE NE	8.2	300
4	N	29	E	WM	28	SE NE	13.6	200
4	N	29	E	WM	28	NE SW	1.0	800
4	N	29	E	WM	28	SW SW	5.0	200
4	N	29	E	WM	28	SW SW	6.0	1400
4	N	29	E	WM	28	SE SW	23.4	1500
4	N	29	E	WM	28	SE SW	9.9	1600
4	N	29	E	WM	28	NE SE	6.7	600
4	N	29	E	WM	28	NE SE	5.7	700
4	N	29	E	WM	28	NE SE	20.2	2000
4	N	29	E	WM	28	NW SE	5.7	700
4	N	29	E	WM	28	NW SE	1.5	1900
4	N	29	E	WM	28	NW SE	4.0	500
4	N	29	E	WM	28	NW SE	7.3	500
4	N	29	E	WM	28	SW SE	1.8	500
4	N	29	E	WM	28	SW SE	13.8	500
4	N	29	E	WM	28	SW SE	1.0	1800
4	N	29	E	WM	28	SW SE	18.0	1700
4	N	29	E	WM	28	SE SE	19.3	2000

4	N	29	E	WM	29	SE	SW	30.2	200
4	N	29	E	WM	29	SW	SE	36.0	200
4	N	29	E	WM	29	SE	SE	3.5	200
4	N	29	E	WM	29	SE	SE	9.9	200
4	N	29	E	WM	29	SE	SE	6.0	300
4	N	29	E	WM	29	SE	SE	8.0	300
4	N	29	E	WM	32	NE	NE	14.0	100
4	N	29	E	WM	32	NE	NE	0.5	201
4	N	29	E	WM	32	NE	NE	0.5	202
4	N	29	E	WM	32	NE	NE	0.5	203
4	N	29	E	WM	32	NE	NE	1.5	300
4	N	29	E	WM	32	NE	NE	4.5	301
4	N	29	E	WM	32	NE	NE	2.5	403
4	N	29	E	WM	32	NE	NE	2.9	200
4	N	29	E	WM	32	NW	NE	31.6	500
4	N	29	E	WM	32	SW	NE	11.7	100
4	N	29	E	WM	32	SW	NE	0.5	2400
4	N	29	E	WM	32	SW	NE	1.2	700
4	N	29	E	WM	32	SW	NE	2.0	1700
4	N	29	E	WM	32	SW	NE	0.4	1800
4	N	29	E	WM	32	SE	NE	6.0	100
4	N	29	E	WM	32	SE	NE	2.7	101
4	N	29	E	WM	32	SE	NE	4.0	200
4	N	29	E	WM	32	SE	NE	2.0	300
4	N	29	E	WM	32	SE	NE	0.4	500
4	N	29	E	WM	32	SE	NE	1.6	600
4	N	29	E	WM	32	SE	NE	2.1	700
4	N	29	E	WM	32	SE	NE	0.1	800
4	N	29	E	WM	32	SE	NE	0.1	900
4	N	29	E	WM	32	SE	NE	2.1	1000
4	N	29	E	WM	32	SE	NE	2.0	1100
4	N	29	E	WM	32	SE	NE	3.7	1200
4	N	29	E	WM	32	SE	NE	0.5	1500
4	N	29	E	WM	32	SE	NE	0.3	1602
4	N	29	E	WM	32	NE	NW	0.2	1100
4	N	29	E	WM	32	SE	NW	1.2	1100
4	N	29	E	WM	32	SE	NW	0.2	1200
4	N	29	E	WM	32	SE	NW	0.2	1300
4	N	29	E	WM	32	SE	NW	0.2	1400
4	N	29	E	WM	32	SE	NW	0.2	1600
4	N	29	E	WM	32	SE	NW	0.2	1602
4	N	29	E	WM	32	SE	NW	0.2	1603
4	N	29	E	WM	32	SE	NW	1.0	1700
4	N	29	E	WM	32	SE	NW	2.0	1900
4	N	29	E	WM	32	SE	NW	0.2	2100
4	N	29	E	WM	32	SE	NW	1.1	2900
4	N	29	E	WM	32	SE	NW	0.5	2805
4	N	29	E	WM	32	SE	NW	0.4	2800

4	N	29	E	WM	32	NE SE	9.0	100
4	N	29	E	WM	32	NE SE	2.6	700
4	N	29	E	WM	32	NE SE	0.6	800
4	N	29	E	WM	32	NE SE	0.6	900
4	N	29	E	WM	32	NE SE	0.4	1000
4	N	29	E	WM	32	NE SE	0.2	1001
4	N	29	E	WM	32	NE SE	0.2	1002
4	N	29	E	WM	32	NE SE	0.2	1100
4	N	29	E	WM	32	NE SE	0.2	1101
4	N	29	E	WM	32	NE SE	2.4	1200
4	N	29	E	WM	32	NE SE	1.0	1500
4	N	29	E	WM	32	NE SE	3.6	2200
4	N	29	E	WM	32	SE SE	1.7	800
4	N	29	E	WM	32	SE SE	1.7	900
4	N	29	E	WM	32	SE SE	1.0	1200
4	N	29	E	WM	32	SE SE	3.1	1300
4	N	29	E	WM	32	SE SE	0.5	1400
4	N	29	E	WM	32	SE SE	4.8	1500
4	N	29	E	WM	33	NE NE	36.8	100
4	N	29	E	WM	33	NW NE	5.0	300
4	N	29	E	WM	33	NW NE	13.4	400
4	N	29	E	WM	33	NW NE	18.6	500
4	N	29	E	WM	33	SW NE	14.8	1600
4	N	29	E	WM	33	SW NE	19.5	200
4	N	29	E	WM	33	SE NE	17.2	1600
4	N	29	E	WM	33	SE NE	15.7	100
4	N	29	E	WM	33	NE NW	4.3	600
4	N	29	E	WM	33	NE NW	9.8	602
4	N	29	E	WM	33	NE NW	5.0	604
4	N	29	E	WM	33	NW NW	4.2	604
4	N	29	E	WM	33	NW NW	6.1	800
4	N	29	E	WM	33	SW NW	1.9	1000
4	N	29	E	WM	33	SW NW	5.0	1001
4	N	29	E	WM	33	SW NW	4.5	1100
4	N	29	E	WM	33	SW NW	4.5	1101
4	N	29	E	WM	33	SW NW	6.2	1200
4	N	29	E	WM	33	SW NW	13.0	1300
4	N	29	E	WM	33	SE NW	15.0	1400
4	N	29	E	WM	33	SE NW	4.3	1490
4	N	29	E	WM	33	SE NW	18.3	1500
4	N	29	E	WM	33	NE SW	31.7	1801
4	N	29	E	WM	33	NW SW	27.8	1801
4	N	29	E	WM	33	NW SW	1.1	1901
4	N	29	E	WM	33	SW SW	34.5	2200
4	N	29	E	WM	33	SE SW	35.0	2200
4	N	29	E	WM	33	NE SE	38.0	1600
4	N	29	E	WM	33	NE SE	0.8	2800
4	N	29	E	WM	33	NW SE	19.5	1600

4 N	29 E	WM	33	SW SW	34.5	2200
4 N	29 E	WM	33	SE SW	35.0	2200
4 N	29 E	WM	33	NE SE	38.0	1600
4 N	29 E	WM	33	NE SE	0.8	2800
4 N	29 E	WM	33	NW SE	19.5	1600
4 N	29 E	WM	33	NW SE	2.8	1700
4 N	29 E	WM	33	NW SE	14.2	1801
4 N	29 E	WM	33	SW SE	3.3	2300
4 N	29 E	WM	33	SW SE	4.0	2302
4 N	29 E	WM	33	SW SE	4.6	2400
4 N	29 E	WM	33	SW SE	0.4	2401
4 N	29 E	WM	33	SW SE	17.6	2500
4 N	29 E	WM	33	SE SE	2.9	2600
4 N	29 E	WM	33	SE SE	10.3	2601
4 N	29 E	WM	33	SE SE	18.7	2700
4 N	29 E	WM	33	SE SE	4.1	2401
4 N	29 E	WM	34	NE NE	26.6	3900
4 N	29 E	WM	34	NE NE	6.4	3900
4 N	29 E	WM	34	NW NE	4.0	3700
4 N	29 E	WM	34	NW NE	20.4	5200
4 N	29 E	WM	34	NW NE	10.6	3900
4 N	29 E	WM	34	SW NE	3.0	3900
4 N	29 E	WM	34	SW NE	25.3	5200
4 N	29 E	WM	34	SW NE	9.2	5300
4 N	29 E	WM	34	SE NE	5.9	3900
4 N	29 E	WM	34	SE NE	24.1	3900
4 N	29 E	WM	34	NE NW	35.7	5400
4 N	29 E	WM	34	NW NW	38.3	5400
4 N	29 E	WM	34	SW NW	35.2	5400
4 N	29 E	WM	34	SE NW	38.1	5400
4 N	29 E	WM	34	NE SW	25.4	5600
4 N	29 E	WM	34	NE SW	8.9	5603
4 N	29 E	WM	34	NE SW	1.3	5604
4 N	29 E	WM	34	NW SW	5.1	5500
4 N	29 E	WM	34	NW SW	32.3	5600
4 N	29 E	WM	34	SW SW	5.0	5800
4 N	29 E	WM	34	SW SW	6.1	5801
4 N	29 E	WM	34	SW SW	25.0	5700
4 N	29 E	WM	34	SE SW	35.0	5700
4 N	29 E	WM	34	NW SE	3.5	5200

7844.0

This certificate is issued to confirm orders of the Director approving changes in places of use for transfers T - 8397, 8398, 8429, 8560, 8898, 9032, 9147, 10252, 10432, 10689, and 10690. This certificate supersedes certificate 79440.

The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described. The use confirmed herein may be made only at times when sufficient water is available to satisfy all prior rights.

Issued: April 23, 2010

A handwritten signature in black ink, appearing to read "Dwight French", written over a horizontal line.

Dwight W. French, Administrator
Water Rights and Adjudications Division for
Phillip C. Ward, Director
Water Resources Department

Recorded in State Record of Water Right Certificates numbered 86204



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

July 12, 2007

STANFIELD IRRIGATION DISTRICT
RAY KOPACZ
PO BOX 416
STANFIELD OR 97875

Reference: District Transfer 10432

On July 2, 2007 we received your district transfer application. The application was accompanied by \$350.00. Our receipt 88520 is enclosed.

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

Your application will be examined to determine if additional information is needed. You will be contacted following this examination.

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 #5
Tim Bailey, ODFW
Bureau of Reclamation (1150 N Curtis Rd, Boise ID 83706)

enclosure



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-10432

Review Due Date: 8-10-07

Applicant Name: Stanfield Irrigation District

Proposed Changes: POU POD POA USE OTHER

Reviewer(s): Tony Justus

Date of Review: Aug. 13, 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:
Umatilla River is regulated every year for insufficient flows to serve all rights.
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: B-2007-the correct designation for the 10.9 acres is SWNE, the to map shows 15 acres not 14. C-2007-the correct acres is 0.1 in the SENW.

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AUG 15 2007

**WATER RESOURCES DEPT
 SALEM, OREGON**

10. What alternatives may be available for addressing any issues identified above: Fix the errors in the application materials.
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	<input checked="" type="checkbox"/> Present and should be maintained.	<input type="checkbox"/> Should be required prior to diverting water.	<input type="checkbox"/> May be required in the future.
Headgates	<input checked="" type="checkbox"/> Present and should be maintained.	<input type="checkbox"/> Should be required prior to diverting water.	<input type="checkbox"/> May be required in the future.

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AUG 15 2007
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 SALEM, OREGON



Oregon Water Resources Department
 721 Summer Street NE, Suite A
 Salem, OR 97301-1271

**OAR Chapter 690, Division 385
 District Permanent Transfer Application
 Place of Use**

District: Stanfield Irrigation District

Contact Person: Ray Kopacz Phone: 541-449-3272

Mailing Address: P O Box 416 Stanfield OR 97875

District Internal Transfer # D-2007 Rodriguez

I. Pursuant to ORS 540.580 and OAR Chapter 690, Division 385, the district proposes to change the place of use for the following water rights:

WATER RIGHTS			
PERMIT NUMBER	CERTIFICATE NUMBER	DECREE (name, volume, and page)	PRIMARY (P) or SUPP (S)
30789	76113	City Of Hermiston	P
	79440	City Of Hermiston	S

II. The point(s) of diversion for the water rights proposed for transfer are as follows:

POINT(S) OF DIVERSION / APPROPRIATION				
PERMIT	DECREE or CERTIFICATE	POD#	SOURCE	LOCATION - LEGAL DESCRIPTION
30789	76113	D-7	Umatilla River	Furnish Canal - 380' N 650' E From the center of Section 31
				SW 1/4 SW 1/4 Section 31 T 3N R 30 EWM

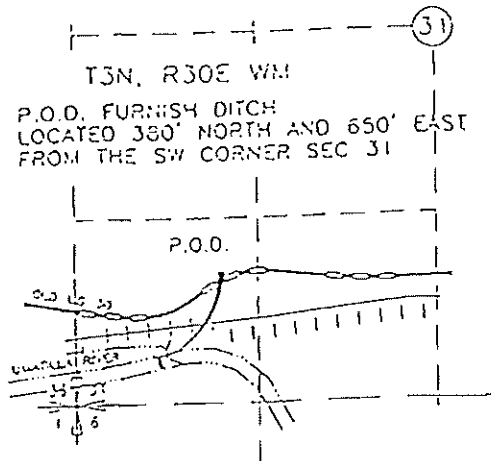
III. The district proposes to change the place of use from the authorized location listed in Table 1 to the location listed in Table 2.

NOTICE OF TRANSFER MAPS

COLOR CODE:

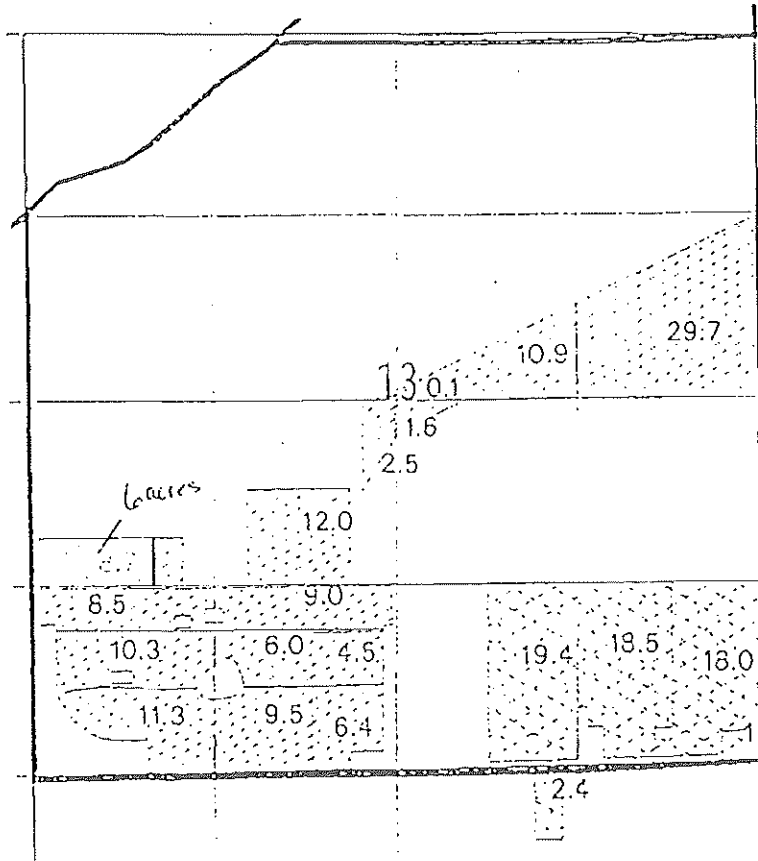
FROM ACRES: YELLOW 76113 (1965 Priority w/79440)

TO ACRES: GREEN 76113 (1965 Priority w/79440)



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WATER RESOURCES DEPT
SALEM, OREGON

T. 4 N., R. 28 E., W.M.
 Section 13



Scale: 1 in. = 1320

Total of 6 acres

“FROM” LANDS

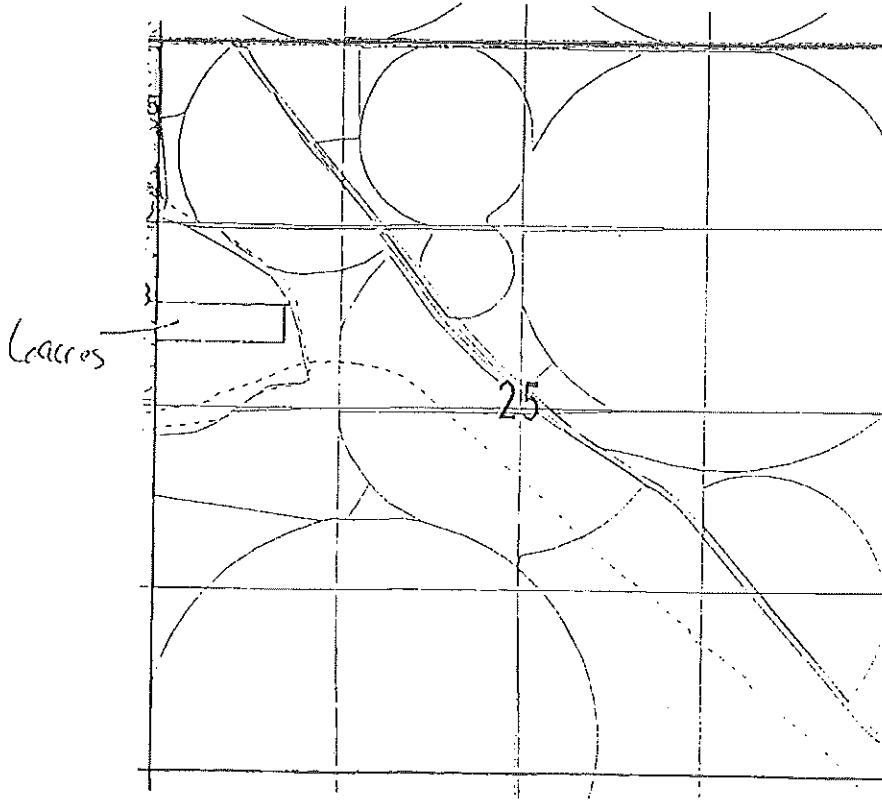
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WATER RESOURCES DEPT
 SALEM OREGON

STANFIELD IRRIGATION DISTRICT TEMPORARY TRANSFER

T. 11 N., R. 29 E., W.M.
Section 25



Total of 6 acres

Scale: 1 in. = 1320

“TO” LANDS

STANFIELD IRRIGATION DISTRICT TEMPORARY TRANSFER

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WATER RESOURCES DEPT
SALEM OREGON



Oregon Water Resources Department
 721 Summer Street NE, Suite A
 Salem, OR 97301-1271

**OAR Chapter 690, Division 385
 District Permanent Transfer Application
 Place of Use**

District: Stanfield Irrigation District

Contact Person: Ray Kopacz Phone: 541-449-3272

Mailing Address: P O Box 416 Stanfield OR 97875

District Internal Transfer #: C-2007 *McQuinn*

I. Pursuant to ORS 540.580 and OAR Chapter 690, Division 385, the district proposes to change the place of use for the following water rights:

WATER RIGHTS			
PERMIT NUMBER	CERTIFICATE NUMBER	DECREE (name, volume, and page)	PRIMARY (P) or SUPP (S)
30789	76113	City Of Hermiston	P
	79440	City Of Hermiston	S

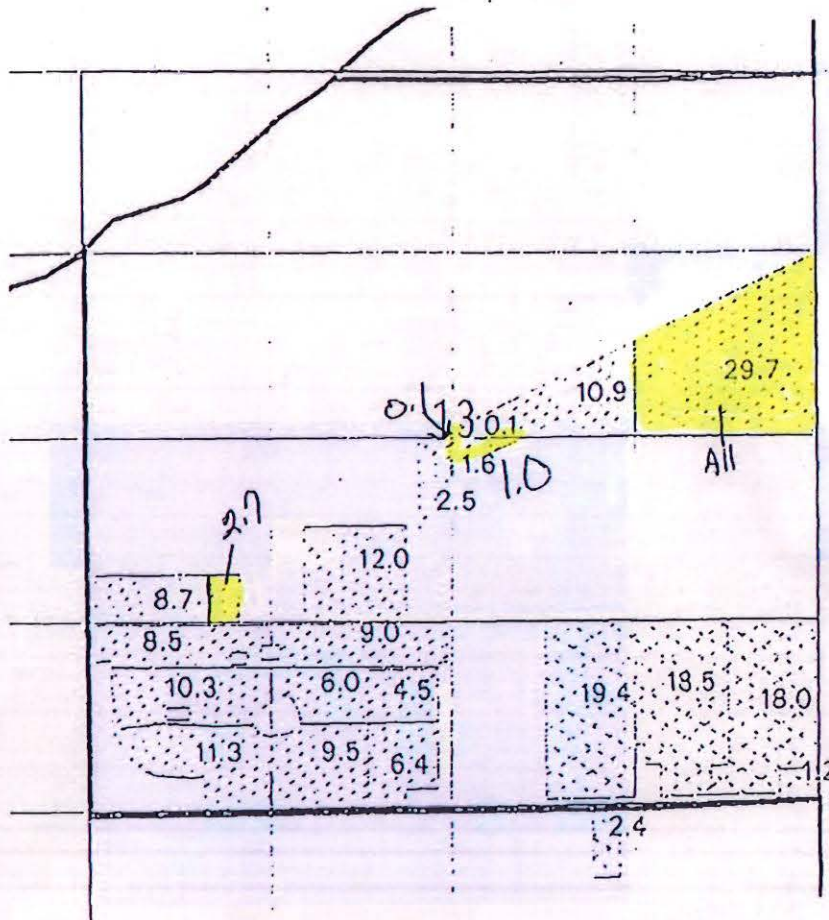
II. The point(s) of diversion for the water rights proposed for transfer are as follows:

POINT(S) OF DIVERSION / APPROPRIATION				
PERMIT	DECREE or CERTIFICATE	POD#	SOURCE	LOCATION - LEGAL DESCRIPTION
30789	76113	C-7	Umatilla River	Furnish Canal - 380' N 650' E From the center of Section 31
				SW 1/4 SW 1/4 Section 31 T 3N R 30 EWM

III. The district proposes to change the place of use from the authorized location listed in Table 1 to the location listed in Table 2.

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 WATER RESOURCES DEPT
 SALEM, OREGON

T. 4 N., R. 28 E., W.M.
 Section 13



Scale: 1 in. = 1320

Total of = 33.5 acres

“FROM” LANDS

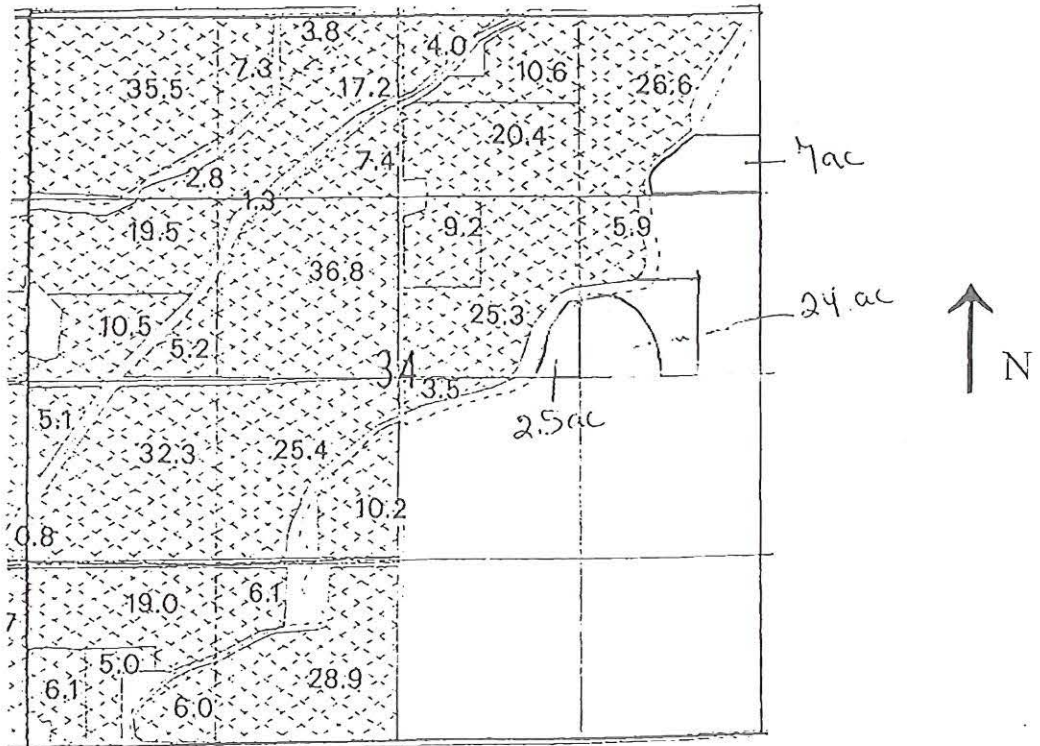
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WATER RESOURCES DEPT
 SALEM OREGON

STANFIELD IRRIGATION DISTRICT TEMPORARY TRANSFER

T. 4 N., R. 29 E., W.M.
 Section 34



Total of 33.5 acres

Scale: 1 in. = 1320

“TO” LANDS

STANFIELD IRRIGATION DISTRICT TEMPORARY TRANSFER

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WATER RESOURCES DEPT
 SALEM, OREGON



**OAR Chapter 690, Division 385
District Permanent Transfer Application
Place of Use**

District: _____ Stanfield Irrigation District _____

Contact Person: _____ Ray Kopacz _____ Phone: _____ 541-449-3272 _____

Mailing Address: _____ P O Box 416 Stanfield OR 97875 _____

District Internal Notice #: _____ B-2007 *Nobles*

I. Pursuant to ORS 540.580 and OAR Chapter 690, Division 385, the district proposes to change the place of use for the following water rights:

WATER RIGHTS			
PERMIT NUMBER	CERTIFICATE NUMBER	DECREE (name, volume, and page)	PRIMARY (P) or SUPP (S)
30789	76113	City Of Hermiston	P
	79440	City Of Hermiston	S

II. The point(s) of diversion for the water rights proposed for transfer are as follows:

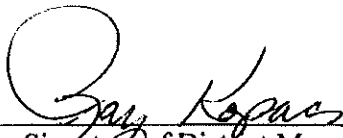
POINT(S) OF DIVERSION / APPROPRIATION				
PERMIT	DECREE or CERTIFICATE	POD#	SOURCE	LOCATION - LEGAL DESCRIPTION
30789	76113	B-7	Umatilla River	Furnish Canal – 380' N 650' E From the center of Section 31
				SW ¼ SW ¼ Section 31 T 3N R 30 EWM

III. The district proposes to change the place of use from the authorized location listed in Table 1 to the location listed in Table 2.

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WATER RESOURCES DEPT
SALEM, OREGON

- IV. Enclosed is a map for each proposed change in place of use meeting the standards of OAR Chapter 690, Division 385.
- V. The water right proposed for transfer is a water right subject to transfer and has not been forfeited for nonuse under ORS 540.610.
- VI. Each user affected by the proposed transfer has provided written authorization for the transfer and such authorization is on file with the district.
- VII. Enclosed is the application fee in the amount of: _____.

I certify that the information contained in this district permanent transfer application is true and accurate.



Signature of District Manager
or Authorized Representative

6-25-2007
Date

RAY KOPACZ
Typed Name of District Manager
or Authorized Representative

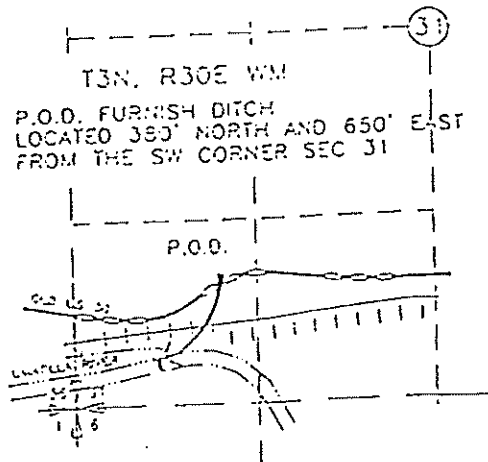
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WATER RESOURCES DEPT
SALEM, OREGON

NOTICE OF TRANSFER MAPS

COLOR CODE:

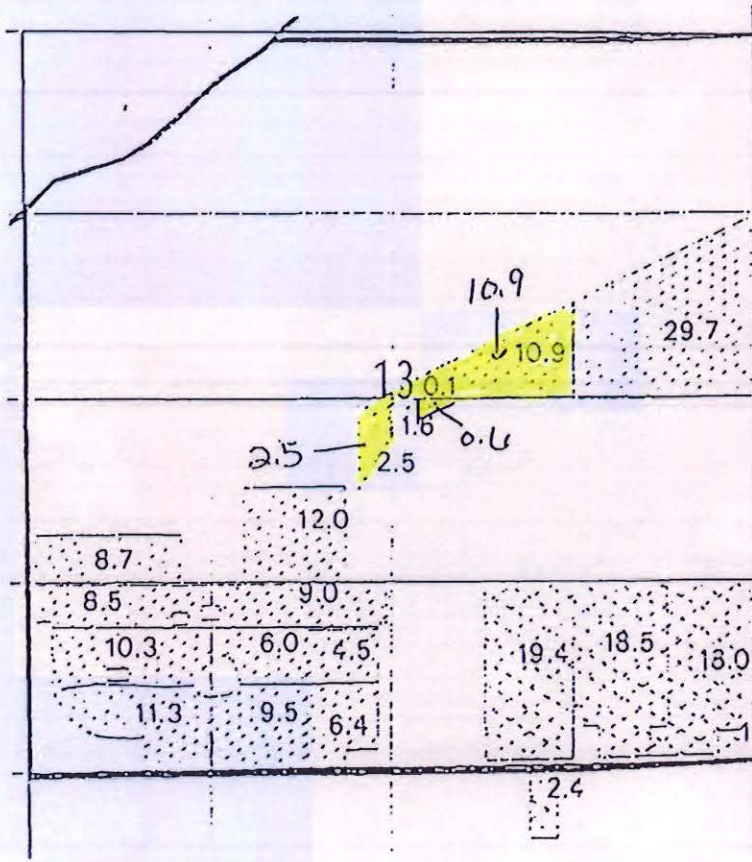
FROM ACRES: YELLOW 76113 (1965 Priority w/79440)

TO ACRES: GREEN 76113 (1965 Priority w/79440)



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WATER RESOURCES DEPT
SALEM, OREGON

T. 4 N., R. 28 E., W.M.
 Section 13



Scale: 1 in. = 1320

Total of 14 acres

“FROM” LANDS

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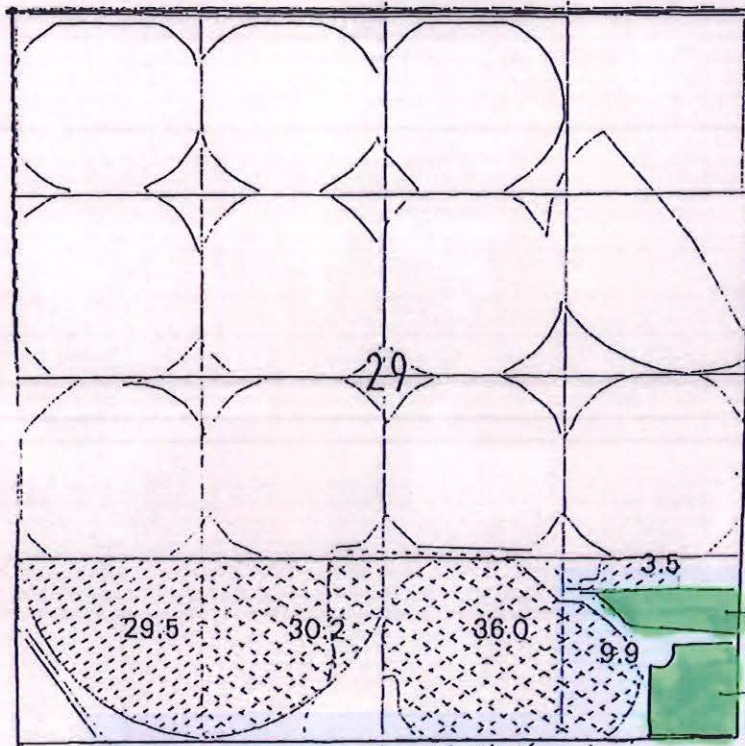
JUL 02 2007

WATER RESOURCES DEPT
 SALEM, OREGON

STANFIELD IRRIGATION DISTRICT TEMPORARY TRANSFER

T. 4 N., R. 29 E., W.M.

Section 25 ? 29



6.5 acres

8.5 acres

Total of 14 acres

Scale: 1 in. = 1320

“TO” LANDS

STANFIELD IRRIGATION DISTRICT TEMPORARY TRANSFER

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JUL 02 2007

WATER RESOURCES DEPT
SALEM OREGON

Water Right Transfer Checklist

Transfer T-10432

Transfer Specialist: Ken Dowden

Transfer Type: District

Applicant Name/Address: Stanfield Irrigation District, Ray Kopacz, PO Box 416, Stanfield, OR 97875

Agent Name/Address: NONE

CWRE Name/Number: NONE

Rec Landowner Name/Address: NONE

Irr. District Name/Address: NONE

Affected Gov'ts Name/Address: NONE

Commentors: Name/Address: NONE

Water Rights Affected

Records Marked	Records Copied	App File No. or Decree Name	Permit No.	Certificate No.	RR/CR Needed	RR/CR Nos.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	S 41015	S 30789	76113	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	S 9668		79440	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	<input type="checkbox"/>	<i>Umatilla R. Decree</i>		<i>79442</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Key Dates & Initial Actions

Rec'd: <u>07/02/07</u>	Proposed Action(s): POU POD HST APOD USE OTHER: POU	
Fees Pd: <u>350.00</u>	WM District: <u>5</u>	ODFW District: <u>Tim Bailey</u>
Initial Notice: <u>07/17/07</u>	WM Review sent: <u>07/12/07</u>	ODFW Review sent: <u>07/12/07</u>
Acknowledgement Letter Sent <input checked="" type="checkbox"/>	GW Review sent: <u>NONE</u>	

Processing Dates & Actions

Deficiency Contacts: _____

Newspaper Pub Affid Due: _____

not required

DPD Mailed: _____

Affid of Pub Rec'd: _____

ODFW contact sheet sent with DPD, or N/A

Last Day Published: _____

PD Mailed: _____

Affidavit Reminder Sent: _____

PD Weekly Notice: _____

Reminder Deadline: _____

Preliminary Determination

Electronic Files uploaded

Preliminary Determination

PD Cover letter

Fee Refund Due

PD Notice

Remaining Rights

File Assigned/ ModPod updated

DPD Review (Optional)	PD Review (Salem)	Final Order Review (Salem)
Reviewer: _____	Reviewer: _____	Reviewer: <u>[Signature]</u>
Date: _____	Date: _____	Date: <u>9-10-07</u>
Coordinator: _____	Coordinator: _____	Coordinator: <u>[Signature]</u>
Date: _____	Date: _____	Date: <u>9/11/07</u>
Comments/Special Issues:		

Special Order Volume: Vol 73 Pages 282 Final Order Signature Date: 9-13-07

Notice of FO email'd to processors Ken/mike

*** NOTE:** A new Certificate (83549) is being issued in conjunction with this transfer due to an "Affidavit of Diminution." [Signature] 9-10-07

Review Checklist

T- _____

Processor: _____

Application

- The type of change is clearly indicated.
- The application is appropriately signed.
- Appropriate fees were paid. If overpayment, Refund Request to be sent with FO
- Land use form matches affected tax lots and is signed by proper official. *(from ALL affected Govt's)*
- Ditch company, district and/or BOR, sent a copy of the application and map, if appropriate.
- All required attachments received.

Water right subject to transfer

- Certificated right or Proof accepted "to the satisfaction...."
- The right been exercised according to terms & conditions of certificate.
- Delivery system has the capacity to fully divert the rate/duty of the right.
- No information in record that suggests forfeiture.
- No conflicts identified on the plat cards and plat card reports printed.
- Affidavits prepared for rights that need to be canceled or diminished.

Application Map

- The map has an original CWRE signature.
- The map size and scale accurate and appropriate per OAR 690-380-3100(1)(b)(c)&(d).
- All authorized and proposed POD's/POA's and POU's shown and clearly labeled.
- Metes and bounds for the POD's/POA's are properly described on the map.
- The POD/POA dimensions & ¼ ¼ on map match the transfer application and certificate descriptions.
- Map acres match the tabulation on the certificate.
- Have final proof maps/decree maps for the rights. Application map matches certificate FPS.
- Have necessary aerial photos.

Determining the "From" and "To" Lands *(make working copy of application and certificates to mark on)*

- Only* the authorized POD's/POA's and POU's to be transferred are listed.
- Application & certificate tabulations match. *(Mark on appl. and cert. copies and note corrections needed)*
- Marked on certificate the acreage being transferred, cancelled and remaining by ¼ ¼.

Ownership

- The deed/ROLI matches the "from" lands. (Don't need to check "to" lands.)
- Have current tax lot map. *(If transfer application is several years old, contact assessor's office)*
- The applicant is the owner of the "from" lands.
- All* owners on the deed/ROLI have signed the application.
- If necessary, there is a notarized, signed statement of consent from landowners other than applicant.
- If necessary, there is a copy of written notification to each lien holder identified on ROLI.
- Agent has authorization to make decisions.

Evaluation *(materials needed for peer reviewer in bold)*

- | | | | | |
|--|---|-------------------------------------|--|---|
| <input type="checkbox"/> application complete | <input type="checkbox"/> map | <input type="checkbox"/> FPS | <input type="checkbox"/> evidence of use | <input type="checkbox"/> land-use form |
| <input type="checkbox"/> deed/ROLI | <input type="checkbox"/> certificate | <input type="checkbox"/> fees paid | <input type="checkbox"/> well logs | <input type="checkbox"/> plat card |
| <input type="checkbox"/> audit | <input type="checkbox"/> dpd | | | |

- Reviews/comments/conditions received? Watermaster ODFW GW
- | | | | |
|---------------------|---|---|--|
| Headgate | <input type="checkbox"/> When in the judgment | <input type="checkbox"/> Prior to diverting | <input type="checkbox"/> Existing and maintain |
| Measuring Devices | <input type="checkbox"/> When in the judgment | <input type="checkbox"/> Prior to diverting | <input type="checkbox"/> Existing and maintain |
| Fish Screen Devices | <input type="checkbox"/> | | |

Injury: Y N Enlargement: Y N

Conditions to avoid enlargement/injury –

STAGE QUANT SA "A" SHALLOW WELL

690-10-1G 7/81

SP-15871-630

CONFLICTING RIGHT

STATE OF OREGON
COUNTY OF UMATILLA

CERTIFICATE OF WATER RIGHT

This Is to Certify, That LOWELL S. FRANKS

of Rt. 1, Box 42, Stanfield, State of Oregon, 97875, has made proof to the satisfaction of the Water Resources Director, of a right to the use of the waters of Well No. 1

a tributary of Umatilla River for the purpose of supplemental irrigation of 19.1 acres

under Permit No. G-5776 and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from April 27, 1973 that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.24 cubic foot per second

or its equivalent in case of rotation, measured at the point of diversion from the well. The well is located in the SE 1/4 SE 1/4, Section 29, T. 4 N., R. 29 E., W. M., 650 feet North and 770 feet West from the SE Corner, Section 29

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-eightieth of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 3 acre feet per acre for each acre irrigated during the irrigation season of each year, and shall be limited to further appropriation of water only to the extent that it does not impair or substantially interfere with existing surface water right of others.

and shall conform to such reasonable rotation system as may be ordered by the proper state officer. A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

19.1 acres SE 1/4 SE 1/4
Section 29
T. 4 N., R. 29 E., W. M.

LANDOWNER TO FILE VOLUNTARY CANCELLATION AFFIDAVIT. (ENTIRE RIGHT)

The use of the water for the purposes aforesaid is restricted to the lands or place

WITNESS the signature of the Water Resources Director, affixed

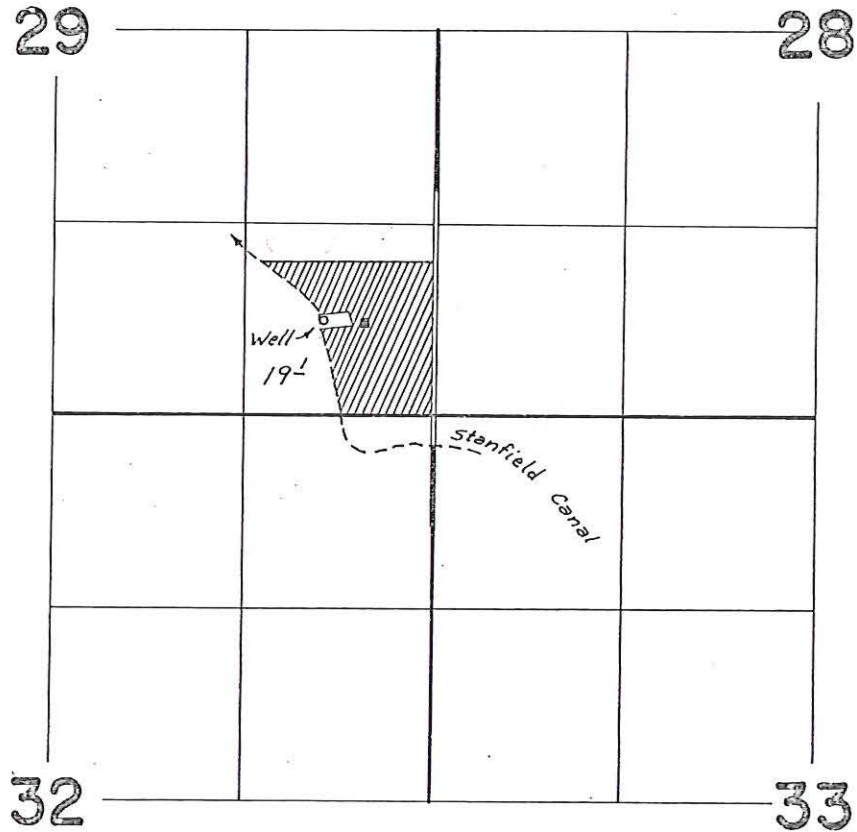
this date. January 29, 1979

James E. Seaman
Water Resources Director

G-5776

47323

T. 4 N., R. 29 E., W.M.



Well Loc.: 650 H. N. & 770 H. W. from SE. Cor. Sec. 29

FINAL PROOF SURVEY UNDER

CERT. #47323

Application No. G-6095 Permit No. G-5776
IN NAME OF

Lowell S. Franks

Surveyed July 24, 1976, by L. H. Nunn

priority DATE 4/27/1973

PTS-1976-P ACB

Permit No. G- G 5776

APPLICATION FOR A PERMIT

(CERTIFICATE NO) 47323

To appropriate the Ground Waters of the State of Oregon

I, Lowell S. Franks
(Name of applicant)
of RT 1 Box 42 Stanfield Ore 97875
(Postoffice Address) county of Umatilla
state of Oregon, do hereby make application for a permit to appropriate the following described ground waters of the state of Oregon, **SUBJECT TO EXISTING RIGHTS:**

If the applicant is a corporation, give date and place of incorporation

1. Give name of nearest stream to which the well, tunnel or other source of water development is situated Umatilla River
(Name of stream)

tributary of Columbia River

2. The amount of water which the applicant intends to apply to beneficial use is 0.45 cubic feet per second or 200 gallons per minute.

3. The use to which the water is to be applied is Irrigation - To Supplement Flood Water From Stanfield Irrigation Dist.

4. The well or other source is located 480 ft. N and 740 ft. W from the SE corner of Section # 29
(Section or subdivision)

(If preferable, give distance and bearing to section corner)

(If there is more than one well, each must be described. Use separate sheet if necessary)

being within the SE 1/4 of the SE 1/4 of Sec. 29, Twp. 4N, R. 29E W. M., in the county of Umatilla

5. The Canal or pipe line to be miles in length, terminating in the of Sec. , Twp. , R. , W. M., the proposed location being shown throughout on the accompanying map.

6. The name of the well or other works is Well #1

DESCRIPTION OF WORKS

7. If the flow to be utilized is artesian, the works to be used for the control and conservation of the supply when not in use must be described.

8. The development will consist of One Well having a diameter of 6" inches and an estimated depth of 40' feet. It is estimated that 40' feet of the well will require Steel casing. Depth to water table is estimated 26'

MUNICIPAL SUPPLY—

13. To supply the city of _____
in _____ county, having a present population of _____
and an estimated population of _____ in 19_____

ANSWER QUESTIONS 14, 15, 16, 17 AND 18 IN ALL CASES

- 14. Estimated cost of proposed works, \$ 1,500.00
- 15. Construction work will begin on or before All work has been completed
- 16. Construction work will be completed on or before All work has been completed
- 17. The water will be completely applied to the proposed use on or before May 1, 1969

18. If the ground water supply is supplemental to an existing water supply, identify any application for permit, permit, certificate or adjudicated right to appropriate water, made or held by the applicant. Per 30789

Remarks: I drilled well in January-1967
no contractor

Lowell S. Trumbull
(Signature of applicant)

STATE OF OREGON, }
County of Marion, } ss.

This is to certify that I have examined the foregoing application, together with the accompanying maps and data, and return the same for correction and completion

In order to retain its priority, this application must be returned to the State Engineer, with corrections on or before August 7, 1973.

RECEIVED
JUL 26 1973
STATE ENGINEER
SALEM OREGON

WITNESS my hand this 7th day of June, 1973.

CHRIS L. MUEHLER
STATE ENGINEER

By Thomas S. Shook
THOMAS S. SHOOK
ASSISTANT

STATE OF OREGON,

PERMIT

County of Marion, } ss.

This is to certify that I have examined the foregoing application and do hereby grant the same SUBJECT TO EXISTING RIGHTS and the following limitations and conditions:

The right herein granted is limited to the amount of water which can be applied to beneficial use and shall not exceed 0.25 cubic feet per second measured at the point of diversion from the well or source of appropriation, or its equivalent in case of rotation with other water users, from Well No. 1

The use to which this water is to be applied is supplemental irrigation

If for irrigation, this appropriation shall be limited to 1/80th of one cubic foot per second or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed ... acre feet per acre for each acre irrigated during the irrigation season of each year; provided further... that the right allowed herein shall be limited to any deficiency in the available... supply of any prior right existing for the same land and shall not exceed the... limitation allowed herein, and shall be further limited to appropriation of water... only to the extent that it does not impair or substantially interfere with existing... water rights of others.

and shall be subject to such reasonable rotation system as may be ordered by the proper state officer.

The well shall be cased as necessary in accordance with good practice and if the flow is artesian the works shall include proper capping and control valve to prevent the waste of ground water.

The works constructed shall include an air line and pressure gauge or an access port for measuring line, adequate to determine water level elevation in the well at all times.

The permittee shall install and maintain a weir, meter, or other suitable measuring device, and shall keep a complete record of the amount of ground water withdrawn.

The priority date of this permit is April 27, 1973

Actual construction work shall begin on or before July 28, 1976 and shall thereafter be prosecuted with reasonable diligence and be completed on or before October 1, 1976

Complete application of the water to the proposed use shall be made on or before October 1, 1977

WITNESS my hand this 28th day of July, 1975

James E. Brown Water Resources Director STATE ENGINEER

F.H. 3

Application No. G-16295 Permit No. G-5776 PERMIT TO APPROPRIATE THE GROUND WATERS OF THE STATE OF OREGON This instrument was first received in the office of the State Engineer at Salem, Oregon, on the 27th day of April, 1973, at 11:15 o'clock A. M. Returned to applicant: Approved: Recorded in book No. of G 5776 Ground Water Permits on page STATE ENGINEER Drainage Basin No. 7 page 72

STATE OF OREGON
WATER SUPPLY WELL REPORT
 (as required by ORS 537.765)

WELL I.D. # L 08869
 START CARD # 148978

Instructions for completing this report are on the last page of this form.

(1) **LAND OWNER** Well Number _____
 Name Justin Nobles
 Address 77786 S. Edwards Rd.
 City Stanfield State OR Zip 97875

(2) **TYPE OF WORK**
 New Well Deepening Alteration (repair/recondition) Abandonment

(3) **DRILL METHOD:**
 Rotary Air Rotary Mud Cable Auger
 Other _____

(4) **PROPOSED USE:**
 Domestic Community Industrial Irrigation
 Thermal Injection Livestock Other _____

(5) **BORE HOLE CONSTRUCTION:**
 Special Construction approval Yes No Depth of Completed Well 130 ft.
 Explosives used Yes No Type _____ Amount _____

HOLE		SEAL		Sacks or pounds	
Diameter	From	To	Material	From	To
12"	0	130	Bentonite	0	50
					36 sacks

How was seal placed: Method A B C D E
 Other Poured 3/8" bentonite
 Backfill placed from _____ ft. to _____ ft. Material _____
 Gravel placed from 50 ft. to 130 ft. Size of gravel Pea

(6) **CASING/LINER:**

Diameter	From	To	Gauge	Steel	Plastic	Welded	Threaded
8"	+1	130	2.50	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Liner: _____

Drive Shoe used Inside Outside None
 Final location of shoe(s) 130

(7) **PERFORATIONS/SCREENS:**
 Perforations Method Torchcut
 Screens Type _____ Material _____

From	To	Slot size	Number	Diameter	Tele/pipe size	Casing	Liner
95	130	1/8" x 1/4"	3 Rows		8"	<input checked="" type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>

(8) **WELL TESTS:** Minimum testing time is 1 hour

Yield gal/min	Drawdown	Drill stem at	Time
40		130	1 hr.

Temperature of water 64° Depth Artesian Flow Found _____
 Was a water analysis done? Yes By whom _____
 Did any strata contain water not suitable for intended use? Too little
 Salty Muddy Odor Colored Other _____
 Depth of strata: _____

(9) **LOCATION OF WELL** by legal description:
 County Umatilla Latitude _____ Longitude _____
 Township 4N N or S Range 29E E or W. WM.
 Section 29 SE 1/4 SE 1/4
 Tax Lot 1502 Lot _____ Block _____ Subdivision _____
 Street Address of Well (or nearest address) 77786 S. Edwards Rd.
Stanfield, OR 97875

(10) **STATIC WATER LEVEL:**
37 ft. below land surface. Date 6-14-03
 Artesian pressure _____ lb. per square inch Date _____

(11) **WATER BEARING ZONES:**
 Depth at which water was first found 68

From	To	Estimated Flow Rate	SWL
68	79	10	37
100	130	30	37

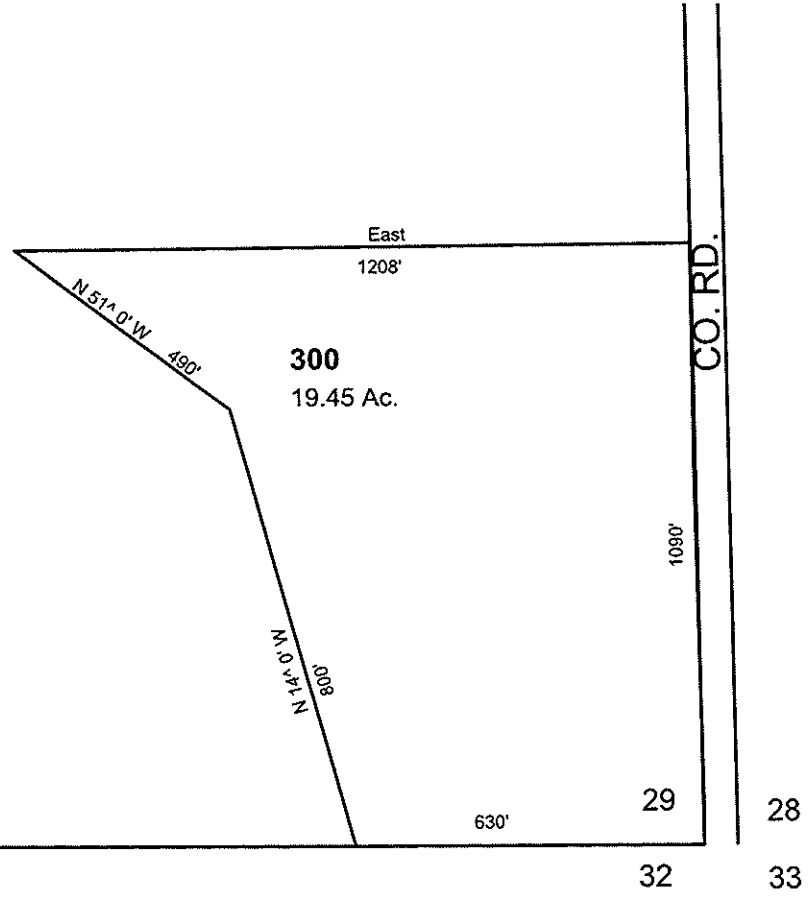
(12) **WELL LOG:**
 Ground Elevation _____

Material	From	To	SWL
Sandy brown soil	0	12	
Brown clay	12	29	
Brown clay with gravel	29	42	
Gray clay	42	68	
Brown clay with gravel	68	79	WB
Sandy brown clay	79	100	
Cemented gravel with brown clay	100	130	WB

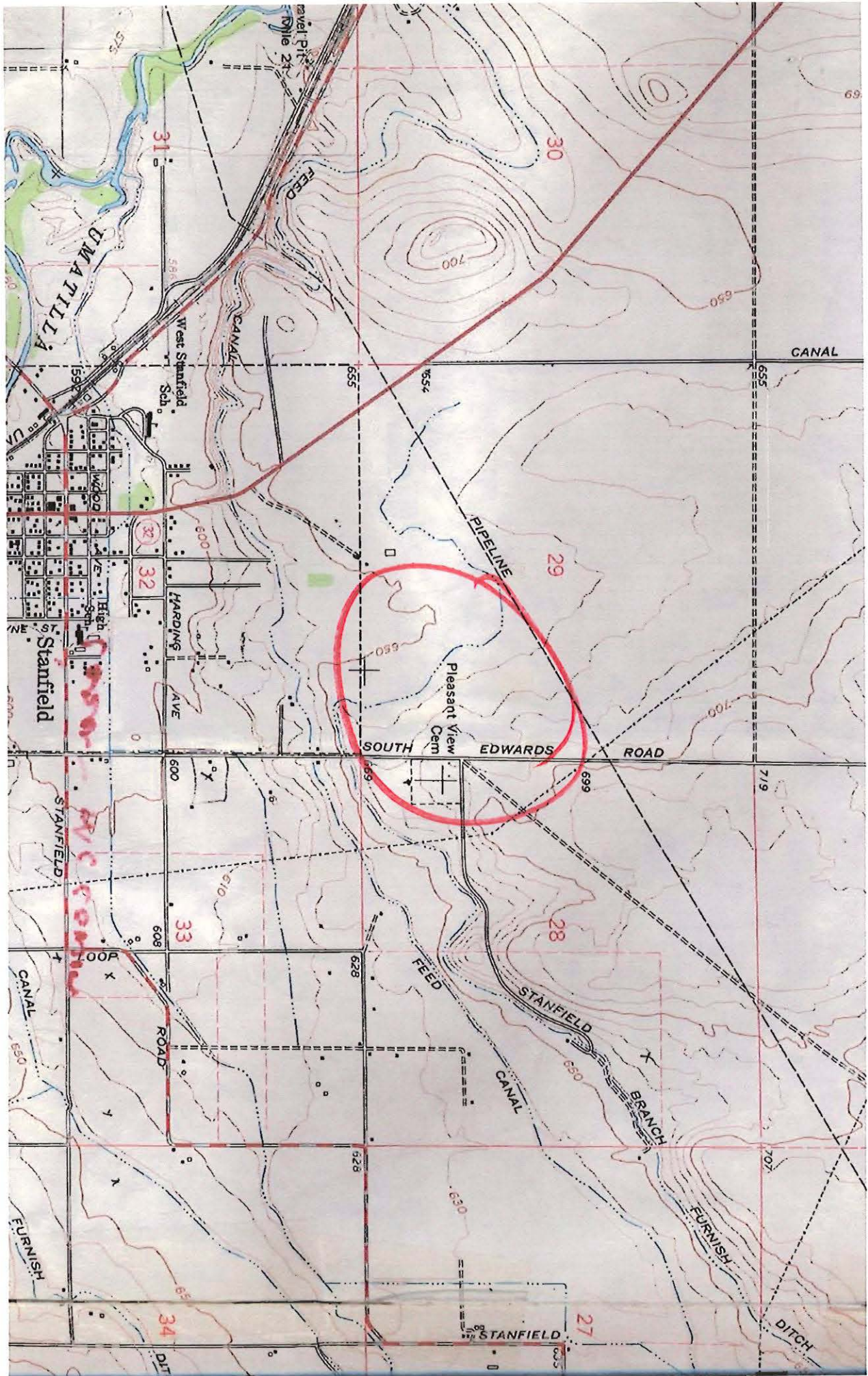
RECEIVED
 JUN 26 2003
 WATER RESOURCES DEPT
 SALEM, OREGON

Date started 6-12-03 Completed 6-14-03
 (unbonded) Water Well Constructor Certification:
 I certify that the work I performed on the construction, alteration, or abandonment of this well is in compliance with Oregon water supply well construction standards. Materials used and information reported above are true to the best of my knowledge and belief.
 Signed _____ WWC Number _____
 Date _____

(bonded) Water Well Constructor Certification:
 I accept responsibility for the construction, alteration, or abandonment work performed on this well during the construction dates reported above. All work performed during this time is in compliance with Oregon water supply well construction standards. This report is true to the best of my knowledge and belief.
 Signed Patrick Wallace WWC Number 1218
 Date 6-20-03



4N 29 29



T-3026

BEFORE THE WATER RESOURCES DIRECTOR OF OREGON

Umatilla County

IN THE MATTER OF THE APPLICANT
OF M. L. KOESTER (STANFIELD)
IRRIGATION DISTRICT
OF A CHANGE IN PLACE OF
WATER FROM UMATILLA RIVER

THIS TRANSFER
IS NOT IN
CONFLICT
W/ NOTICE B
(NOBELS)

ORDER APPROVING
TRANSFER NO. 3026

On May 6, 1961, the
Resources Director
change in place of
provisions of ORS 5

the office of the Water
Irrigation District) for a
record, pursuant to the

By Decree

County, entered September 9,

1916, In the Matter of the Determination of the Relative Rights to the Use of
the Waters of Umatilla River and its Tributaries, a water right was established
in the name of Furnish Ditch Company (now Stanfield Irrigation District)
tabulated at Volume 3, Page 234, for the irrigation of, among other lands, 10.35
acres in SE $\frac{1}{4}$ SW $\frac{1}{4}$, 33.66 acres in SW $\frac{1}{4}$ SE $\frac{1}{4}$ and 11.7 acres in SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29,
Township 4 North, Range 29 East, W.M., with a priority date of March 8, 1905.

By a Supplemental Decree of the Circuit Court for Umatilla County,
entered September 1, 1961, in the Matter of the Determination of the Relative
Rights to the Use of the Waters of Umatilla River and its Tributaries, a water
right was established in the name of Stanfield Irrigation District, tabulated
at Volume 14, Page 435, for the irrigation of, among other lands, 0.2 acre in
NE $\frac{1}{4}$ SW $\frac{1}{4}$, 12.8 acres in NW $\frac{1}{4}$ SE $\frac{1}{4}$, 4.14 acres in SW $\frac{1}{4}$ SE $\frac{1}{4}$ and 2.3 acres in SE $\frac{1}{4}$ SE $\frac{1}{4}$
of Section 29, Township 4 North, Range 29 East, W.M., with a date of priority
of March 8, 1905.

These lands also have a supplemental right under permit No. 7400 to
the use of the water stored in McKay Reservoir with a date of priority of
July 1, 1924.

Vol 29 P38

2502-T

1905

SE SW	10.35
SW SE	33.66
SE SE	11.7 -7.0

SEC. 29 55.71

"FROM" LANDS
NE SW 0.2

NE	SE SW	10.35
NW	NW SE	12.8
SW	SE SE	7.0
SE		

SEC 29

0.2	
10.35	
7.0	55.71
12.8	<hr/>
30.35	75.15

The applicant herein proposes a change in place of use by severing the right from a certain 0.2 acre in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, 10.35 acres in SE $\frac{1}{4}$ SW $\frac{1}{4}$, 12.8 acres in NW $\frac{1}{4}$ SE $\frac{1}{4}$ and 7.0 acres in SE $\frac{1}{4}$ SE $\frac{1}{4}$ of the lands above described and, without loss of priority, to irrigate in lieu thereof a certain 30.35 acres in NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 29.

The lands involved herein are within the boundaries of the Stanfield Irrigation District and the Board of Directors of said District approved the proposed change in place of use of water at a regular meeting held April 8, 1974.

No objection having been filed and it appearing that the proposed change in place of use of water may be made without injury to existing rights, the application should be approved.

NOW, THEREFORE, it hereby is ORDERED that the proposed change in place of use of water as described herein is approved.

It is FURTHER ORDERED that said water so transferred shall be applied to beneficial use on or before October 1, 1979.

It is FURTHER ORDERED that upon receipt of proof satisfactory to the Water Resources Director of complete application of water to beneficial use on the lands to which it is transferred hereby, a certificate of water right shall be issued to Stanfield Irrigation District confirming this and prior changes within the District.

Dated at Salem, Oregon, this 18th day of May, 1977.

/s/ JAMES E. SEXSON
Director

Vol 29 P39

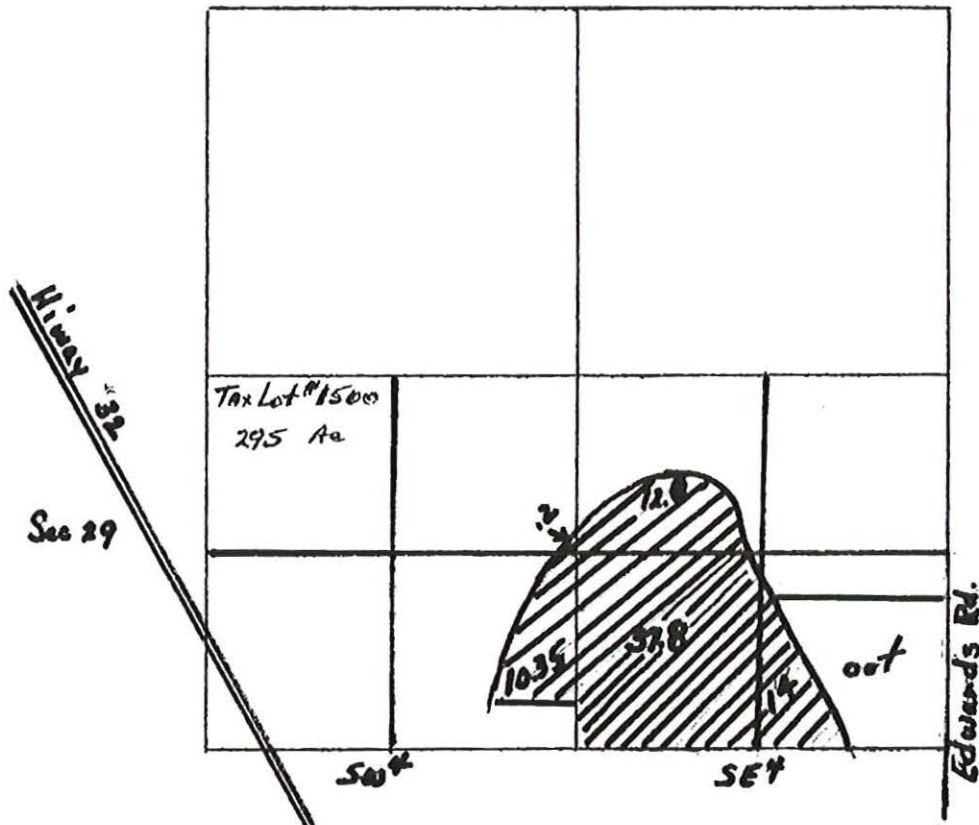
RECEIVED

MAY 6 1974

STATE ENGINEER
SALEM, OREGON

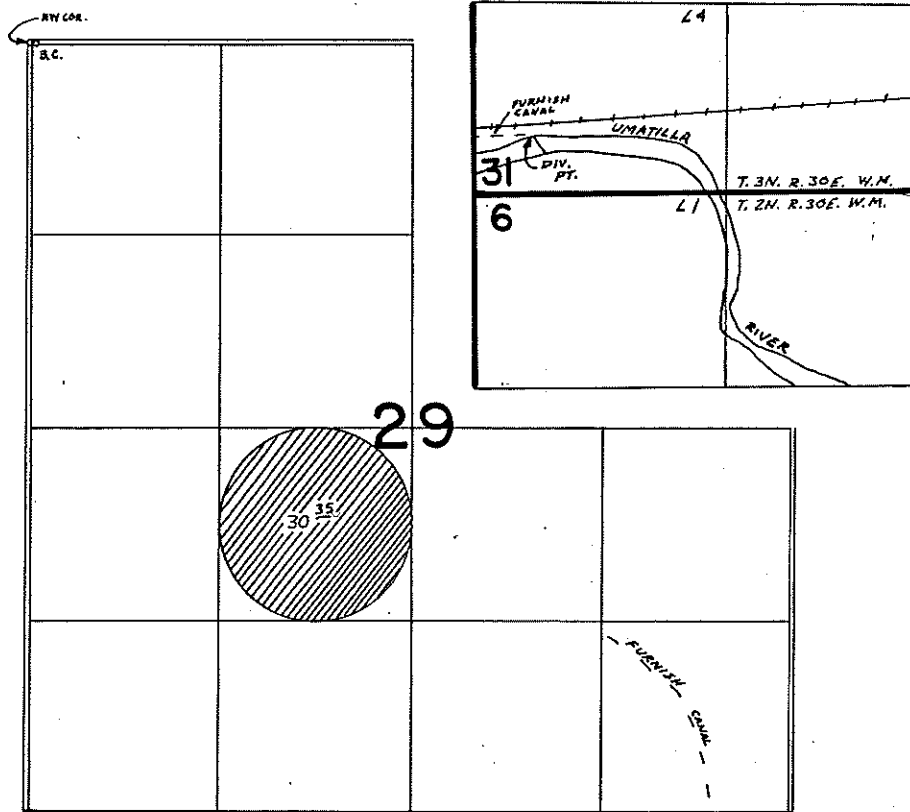
Twn 4N Rnge 29, Sec. 29

FROM



Twn 4N Rnge 29, Sec 29 To

T. 4N. R. 29E. W.M.



DIV. PT. LOC. 400'N & 410'E FROM SW COR SEC 31

FINAL PROOF SURVEY
UNDER

TRANSFER 3026

Application No. Permit No.
IN NAME OF

.....**M. L. KOESTER**.....

Surveyed 2-16..... 1978., by B. BARWIN.....

12/16/78

INFO - CONTACTED MR. M. KOESTER

PUMP INFO: WORTHINGTON CDD 5X4 with U.S. Motor 60HP @ 3550 RPM
" " PEARLESS AXIAL 4X3 with Westinghouse 60 @ 3545 RPM

DIVERSION

POINT: DIRECT FROM STANFIELD DITCH.

PIPE: 650' ALUM CENTER PIVOT

APPROX 2500' 10" STEEL BURIED MAIN

800' 6" BURIED P.V.C.

HEADS: 650' C.P., $Q = 1500$ G.P.H.

LIFT: +10'

CROP: WHEAT, POTATOES

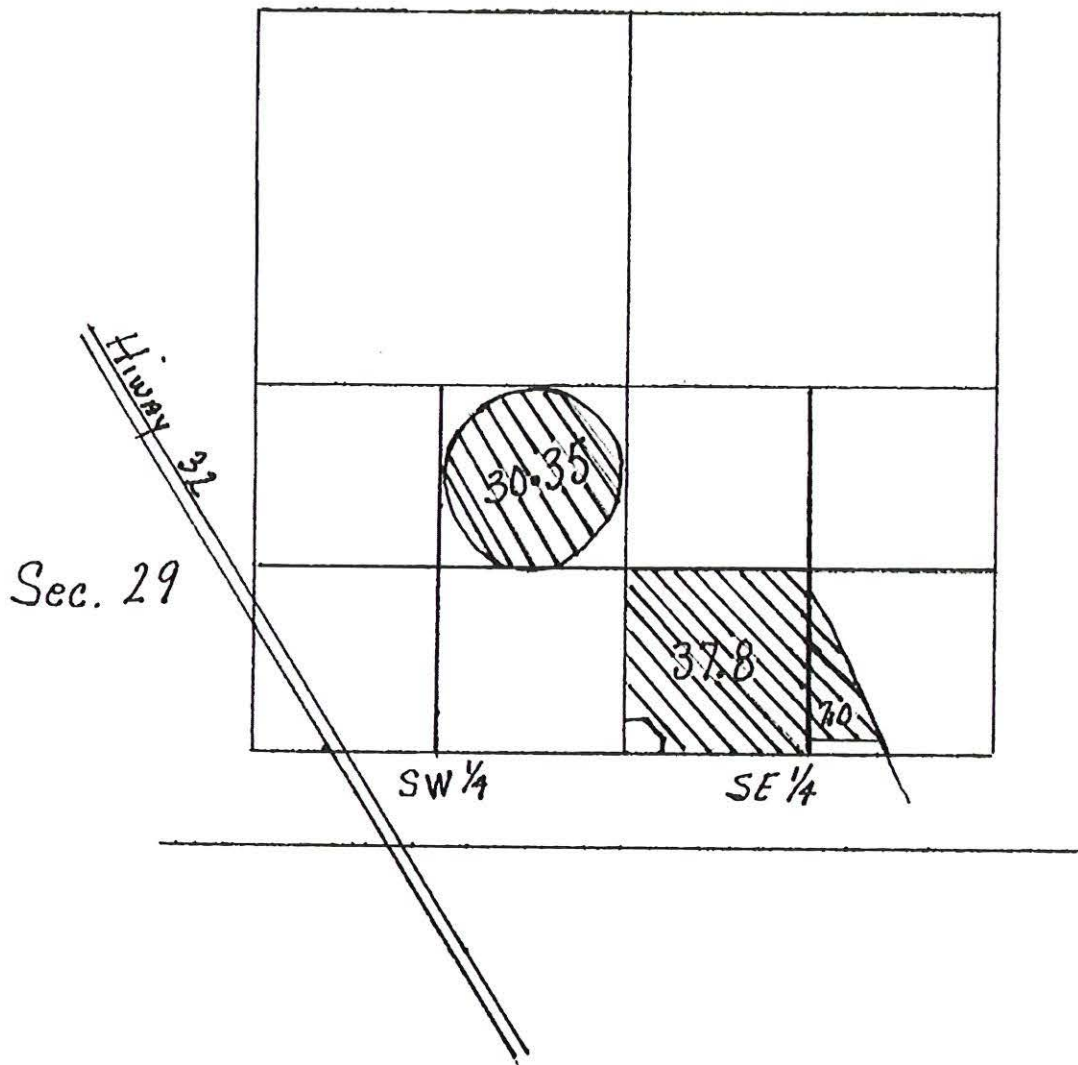
TIE: P.T.S. 1978 - P. A

FEBRUARY 16, 1978

Robert J. Brown
FIELD ENGINEER

TWN 4N Range 29, Sec 29

To



LEASE - OPTION AGREEMENT

THIS AGREEMENT made and entered into this 5th day of February ~~January~~, 1974, by and between DEL T. HARMON, hereinafter called Lessor, and MAURICE L. KOESTER and MARY KOESTER, husband and wife, hereinafter called Lessees, WITNESSETH:

LEASE

1. Lessor does hereby lease to Lessees the following described real property:

The South Half of Section 29, Township 4 North, Range 29, East of the Willamette Meridian in Umatilla County, Oregon, less the 19.45 acres sold to Lowell Franks.

2. Provided, however, Lessor reserves the right to the use and possession of the buildings on said real property and the adjoining barn and food lots during the term of this lease and until the effective date of the exercise of the option hereinafter mentioned. Also, Lessor reserves the use and possession of the undeveloped pasture on said real property until January 1, 1975.

3. The term of this lease shall be for a period of approximately three years, commencing as of the date hereof and ending as of midnight on December 31, 1976.

4. As rental, Lessees shall pay Lessor the following sums at the following times: \$8,000, plus one-half of the 1973-74 Umatilla County taxes, shall be paid upon the signing of this agreement, receipt of which is hereby acknowledged; \$10,000 shall be paid on or before January 10, 1975, but not until after December 31, 1974; and \$10,000 shall be paid on or before January 10, 1976, but not

until after December 31, 1975.

5. As additional rent, Lessees shall pay all irrigation water charges for 1974, 1975 and 1976 when such charges are due and Lessees shall pay all Umatilla County taxes on said real property for the fiscal years 1974-75 and 1975-76. Said taxes shall be paid on or before November 15, 1974 and on or before November 15, 1975. If Lessees exercise the option hereinafter mentioned, then Lessees shall assume and agree to pay said taxes for the fiscal year 1976-77. If Lessees do not exercise the option hereinafter mentioned, then on or before November 15, 1976 Lessees shall pay one-half of said taxes for the fiscal year 1976-77.

6. Lessees shall farm said land in a good and husbandmanlike manner.

7. Lessees shall apply to the proper authorities for permits to drill wells for irrigation water on said land. And Lessees shall have the right to construct and install a sprinkler irrigation system on said land and Lessees shall have the right to remove the part of said sprinkler irrigation system that is above the ground at the end of this lease. The part of said irrigation system below the ground shall become part of the land and shall become the property of Lessor if said option is not exercised. Lessees shall remove said sprinkler irrigation system within 30 days after the end of this lease and, if the same is not so removed, then the same shall become the property of Lessor.

8. If Lessees shall at any time in any manner violate any term or condition of this lease or if they shall fail, neglect or refuse to keep or perform any term or condition of this lease required to be kept or performed by them, and if Lessees fail to

correct any such breach within 30 days from the receipt of written notice thereof from Lessor, then such violation, failure, neglect or refusal, at the option of Lessor, shall work a forfeiture of this lease and Lessor may then repossess said property without further notice to Lessees.

OPTION

9. Lessor does hereby give and grant to Lessees the exclusive and irrevocable right and option to purchase said real property for the sum of \$142,000 as of January 1, 1977 upon the terms hereinafter mentioned. Lessees shall exercise said option by giving Lessor a written notice of their election to purchase said real property on or before October 1, 1976 and notice of such election shall be sufficient if delivered in person to Lessor by midnight of October 1, 1976 or if deposited in the mail and postmarked on or before October 1, 1976 and addressed to Lessor at P. O. Box 252, Stanfield, Oregon. If Lessees elect to exercise said option, then said purchase price of \$142,000 shall bear interest at the rate of 7 1/2 per cent per annum from January 1, 1977 and shall be paid in installments as follows: \$11,837, plus interest, shall be paid on or before January 10, 1977; and the balance thereof shall be paid in eleven annual payments of \$11,833, plus interest, on each January 10th, commencing January 10, 1978 and continuing until the full amount of said purchase price has been paid. As soon as practicable after Lessees elect to exercise said option, the parties will execute a contract of sale in the usual and customary form and containing the usual and customary terms and conditions and not limited to those hereinafter mentioned. Said

contract shall provide that Lessor furnish Lessees with a title insurance policy covering said real property for the amount of said purchase price and showing title to the same to be free and clear of all encumbrances, excepting easements and rights of way of record and any matters attributable to Lessees. And said contract shall provide that Lessees shall receive a Warranty Deed for said real property, free of all encumbrances excepting as above mentioned, upon paying the full amount of said purchase price as above set forth. Said contract shall provide that Lessees pay said purchase price in the installments and at the times above specified and that no additional or advance payments may be made without the consent of Lessor.

10. This agreement shall be placed in escrow with the United States National Bank of Oregon, Hermiston, Oregon and said contract and said Warranty Deed shall be placed in escrow with said bank. All payments shall be made to said bank, excepting the initial payment of \$8,000 paid upon the signing hereof. And the parties shall execute the necessary escrow instructions.

11. The prevailing party in any suit or action under the terms of this agreement shall be entitled to receive from the other party such sum as the court may adjudge reasonable as attorneys fees in such suit or action and upon appeal to any appellate court.

12. The terms of this agreement shall inure to the benefit of and be binding upon the heirs, assigns and legal representatives of the parties.

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

Del T. Harmon

Del T. Harmon - Lessor

Maurice L. Koester
Maurice L. Koester - Lessee

Mary Koester
Mary Koester - Lessee

STATE OF OREGON)
) ss.
County of Umatilla)
February
January 8, 1974.

Personally appeared the above named Del T. Harmon and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon

My Commission Expires: 9/25/77

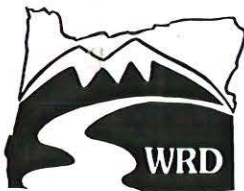
STATE OF OREGON)
) ss.
County of Umatilla)
February 5
January 5, 1974.

Personally appeared the above named Maurice L. Koester and Mary Koester, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon

My Commission Expires:



Oregon Water Resources Department
 721 Summer Street NE, Suite A
 Salem, OR 97301-1271

REC'D JUL 23 2007

**OAR Chapter 690, Division 385
 District Permanent Transfer Application
 Place of Use**

District: _____ Stanfield Irrigation District _____

Contact Person: Ray Kopacz Phone: 541-449-3272

Mailing Address: P O Box 416 Stanfield OR 97875 _____

District Internal Transfer # **D-2007**

I. Pursuant to ORS 540.580 and OAR Chapter 690, Division 385, the district proposes to change the place of use for the following water rights:

WATER RIGHTS			
PERMIT NUMBER	CERTIFICATE NUMBER	DECREE (name, volume, and page)	PRIMARY (P) or SUPP (S)
30789	76113	City Of Hermiston	P
	79440	City Of Hermiston	S

II. The point(s) of diversion for the water rights proposed for transfer are as follows:

POINT(S) OF DIVERSION / APPROPRIATION				
PERMIT	DECREE or CERTIFICATE	POD#	SOURCE	LOCATION - LEGAL DESCRIPTION
30789	76113	D-7	Umatilla River	Furnish Canal – 380' N 650' E From the SW corner of Section 31
				SW ¼ SW ¼ Section 31 T 3N R 30 EWM

III. The district proposes to change the place of use from the authorized location listed in Table 1 to the location listed in Table 2.

- IV. Enclosed is a map for each proposed change in place of use meeting the standards of OAR Chapter 690, Division 385.
- V. The water right proposed for transfer is a water right subject to transfer and has not been forfeited for nonuse under ORS 540.610.
- VI. Each user affected by the proposed transfer has provided written authorization for the transfer and such authorization is on file with the district.
- VII. Enclosed is the application fee in the amount of: _____.

I certify that the information contained in this district permanent transfer application is true and accurate.


Signature of District Manager
or Authorized Representative

Date

Typed Name of District Manager
or Authorized Representative

- IV. Enclosed is a map for each proposed change in place of use meeting the standards of OAR Chapter 690, Division 385.
- V. The water right proposed for transfer is a water right subject to transfer and has not been forfeited for nonuse under ORS 540.610.
- VI. Each user affected by the proposed transfer has provided written authorization for the transfer and such authorization is on file with the district.
- VII. Enclosed is the application fee in the amount of: _____.

I certify that the information contained in this district permanent transfer application is true and accurate.



Signature of District Manager
or Authorized Representative

6-25-2007
Date

RAY KOPACZ
Typed Name of District Manager
or Authorized Representative

RECEIVED
JUL 02 2007
WATER RESOURCES DEPT
SALEM, OREGON

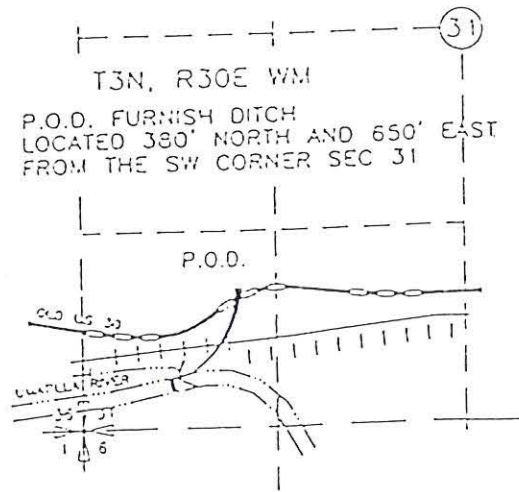
NOTICE OF TRANSFER MAPS

COLOR CODE:

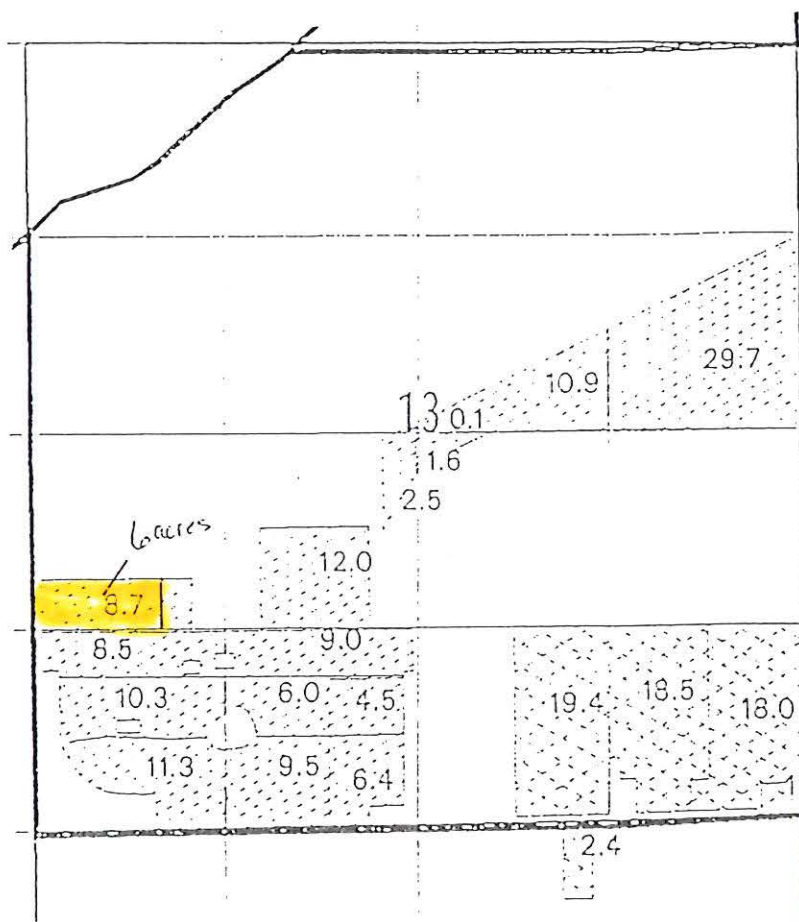
FROM ACRES: YELLOW 76113 (1965 Priority w/79440)

TO ACRES: GREEN 76113 (1965 Priority w/79440)

RECEIVED
JUL 02 2007
WATER RESOURCES DEPT
SALEM, OREGON



T. 4 N., R. 28 E., W.M.
 Section 13



Scale: 1 in. = 1320

Total of 6 acres

“FROM” LANDS

RECEIVED

JUL 02 2007

WATER RESOURCES DEPT
 SALEM, OREGON

STANFIELD IRRIGATION DISTRICT TEMPORARY TRANSFER

T. 4 N., R. 29 E., W.M.
Section 25



RECEIVED

JUL 02 2007

WATER RESOURCES DEPT
SALEM, OREGON

Total of 6 acres

Scale: 1 in. = 1320

“TO” LANDS

STANFIELD IRRIGATION DISTRICT TEMPORARY TRANSFER



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 07/17/07

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. 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.

County: UMATILLA
Transfer: 10432
Water Right: CERT 76113, 79440
Priority Date: 1965, 1924
Name: STANFIELD IRRIGATION DISTRICT, RAY KOPACZ
Address: PO BOX 416, STANFIELD OR 97875
Change: POU
Source: UMATILLA RIVER, MCKAY RESERVOIR
Authorized POU: T4N R28E 13
T4N R28E 13
T4N R29E 32
Proposed POU: T4N R29E 08, 25, 29, 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. Comments should be sent to the Transfers Section at the Department's Salem office.



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

July 12, 2007

STANFIELD IRRIGATION DISTRICT
RAY KOPACZ
PO BOX 416
STANFIELD OR 97875

Reference: District Transfer 10432

On July 2, 2007 we received your district transfer application. The application was accompanied by \$350.00. Our receipt 88520 is enclosed.

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

Your application will be examined to determine if additional information is needed. You will be contacted following this examination.

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 #5
Tim Bailey, ODFW
Bureau of Reclamation (1150 N Curtis Rd, Boise ID 83706)

enclosure

ORIGINALS

Transfer Application and Map

Amendments/Revisions to Appl & Map

Receipt

Deed or Lot Book Report

Notarized Consent

Evidence of Use Affidavit

Land Use Information Form

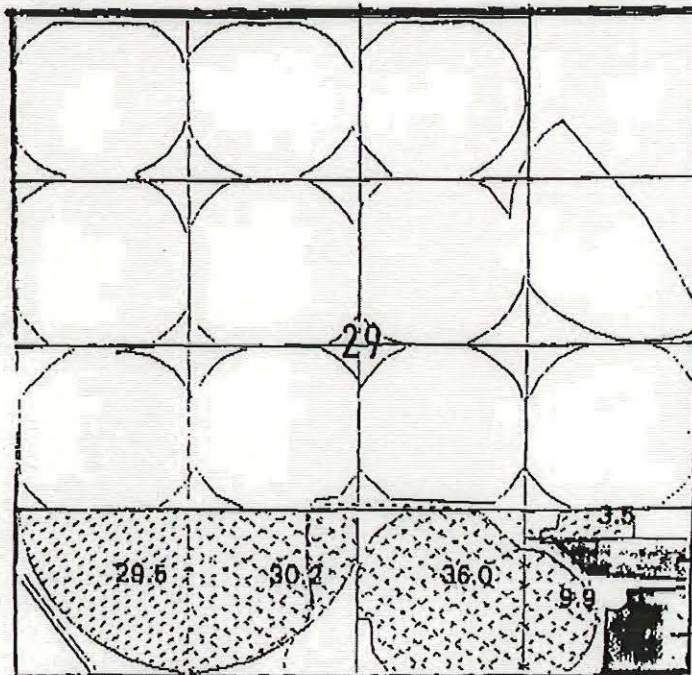
Lien Holder Notification *(if applicable)*

Report of Ownership and Lien Info *(if applicable)*

&

Other Supporting Documentation

T. 4 N., R. 29 E., W.M.
Section 29



Total of 14 acres

Scale: 1 in. = 1320

“TO” LANDS

STANFIELD IRRIGATION DISTRICT TEMPORARY TRANSFER

Notice B-2007
(Nobles)

“To” Map-Revised

RECEIVED

SEP 11 2007

WATER RESOURCES DEPT.
SALEM, OREGON

REC'D AUG 30 2007

AFFIDAVIT FOR THE CANCELLATION
OF AN ENTIRE WATER RIGHT CERTIFICATE

STATE OF OREGON)
County of Umatilla) ss.

1. I/We Justin Nobles being first duly sworn, depose and say:

We are the owners of Tax Lot 300, within the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 29, Township 4 North, Range 29 East, W.M., within Umatilla County, as shown on the attached map and described in the attached deed and legal description and made part of this affidavit;

2. The entire water right certificate 47323, issued to Lowell S. Franks, with a date of priority of April 27, 1973, for the use of water from a well within the Umatilla River basin for supplemental irrigation is appurtenant to our property;

3. We have abandoned any and all interest in the water right shown on the attached map and described as follows: The right to the use of 0.24 cubic foot per second of water from a well, perfected under Permit G-5776, for supplemental irrigation purposes under Certificate 47323, is located within:

SE $\frac{1}{4}$ SE $\frac{1}{4}$ 19.1 acres (Tax Lot 300)
Section 29
Township 4 North, Range 29 East, of the Willamette Meridian;

4. We request that said right described above be cancelled;

5. We express our desire to continue using the well for domestic "exempt uses" as defined under ORS 537.545.

[Signature]
Signature of legal owner as listed on deed

7/25/07
Date

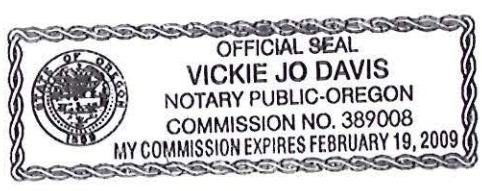
[Signature]
Signature of legal owner as listed on deed

7-25-07
Date

Subscribed and Sworn to Before Me this 25th day of July 2007.

My Commission Expires 2-19-09

[Signature]
Notary Public for Oregon



FACSIMILE COVER SHEET

From: Name: William Rose
Fax Number: (805) 554-5454
Voice Phone: 800-669-6607

To: Name: Jennifer Nobles
Company:
Fax Number: (541) 449-1239
Voice Phone:

Fax Notes:

Date and time of transmission: 7/27/07 10:09
Number of pages including this cover page: 14

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND DESTROY THIS DOCUMENT. THANK YOU



P. O. Box 10039
Van Nuys, CA 91410-0239

Notice Date: July 27, 2007

Account No.: 044820170

Property Address:
77786 South Edwards Road
Stanfield, OR 97875

XML 1999169205001
Jennifer Nobles
77786 S Edwards Rd
Stanfield OR 97875

YOUR REQUEST HAS BEEN RECEIVED

Thank you for your recent contact regarding your request to provide loan document(s).

We are pleased to inform you this request has been completed.

The following documents have been forwarded to you separately: Deed of Trust/Mortgage

THANK YOU FOR YOUR BUSINESS

If you have any questions, please contact Customer Service at 800-669-6607.

10/16

2003 4500389



2003-4500389 1 of 12

Until a change is requested of tax statements shall be sent to the following address:
JUSTIN NOBLES
77794 SOUTH EDWARD ROAD
STANFIELD, OR 97875

State of Oregon)
County of Umatilla)
This instrument was received and recorded on
10-22-03 at 11:15
in the record of instrument code type TD

After Recording Return To:
JANE DOCKMAN
MS SV-79 DOCUMENT PROCESSING
P.O. Box 10423
Van Nuys, CA 91416-0423
Prepared By:
PEGGYE SUBANKS
TAX ACCOUNT NUMBER

RECEIVED
OCT 22 2003
UMATILLA COUNTY
RECORDS

Instrument Number 2003-4500389
Fee \$1.80
Office of County Records
Jane Dockman
Records Officer

CHL



Above This Line For Recording Data

00-12455

00004482017010003

(Sequence/Posting #)

(Doc ID #)

610 044820170 02 001 001

DEED OF TRUST

MIN 1010157-0003090479-3

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated OCTOBER 14, 2003, together with all Riders to this document.

(B) "Borrower" is

JUSTIN J. NOBLES, AND JENNIFER L. NOBLES, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is

AMERICA'S WHOLESALE LENDER.

Lender is a CORPORATION

organized and existing under the laws of NEW YORK

Lender's address is

P.O. Box 10219, Van Nuys, CA 91410-0219

(D) "Trustee" is

PIONEER TITLE COMPANY

530 S HWY HERISTON OREGON 97835

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

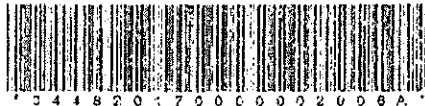
OREGON Single Party Form No. 001/02/03 UNIFORM INSTRUMENT WITH MERS

Page 1 of 11

6A(OR) (020*) CHL (01/02/03) V172 MORTGAGE FORMS (600) (21-723)

001/00A

[Signature]
Form 0033 1/01



PIONEER TITLE CO.
126 SE Court, Pend. OR 97807

8

2003-4500369 2 of 12

DOC ID #: 00004482017010003

(F) "Note" means the promissory note signed by Borrower and dated OCTOBER 14, 2003. The Note states that Borrower owes Lender ONE HUNDRED FIFTY FIVE THOUSAND FIVE HUNDRED and 00/100

Dollars (U.S. \$ 155,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than NOVEMBER 01, 2033

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property"

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) (specify)

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 2000), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a residential related mortgage loan, even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of OKLAHOMA (Type of recording jurisdiction) (Name of Recording Jurisdiction)



2003-4500389 3 of 12

DOC ID #: 00004462017010003

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of
72786 SOUTH EDWARDS ROAD, STANFIELD
(Street/City)
Oregon 97875 ("Property Address")
(Zip Code)

TOGETHER WITH all the improvements now or hereafter created on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, insurmentally, or online; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current without waiver of any right hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

[Handwritten Signature]
Form 3026 1/01

2003-4300389 4 of 12

DOC ID #: 00004482017010003

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Security Instrument as a lien or encumbrance on the Property; (b) household payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5, and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender; and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender.

4. Charges: Taxes. Borrower shall pay all taxes, assessments, charges, fees, and impositions attributable to the Property which can attain priority over the Security Instrument, household payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over the Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain

[Handwritten Signature]
 Date: _____
 Title: _____

2003-4500389 5 of 12

DOC ID #: 00304482017310003

priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term 'extended coverage,' and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and mapping services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. This 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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2003-4500389 6 of 12

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7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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2003-4500389 7 of 12

DOC ID #: 05004482017010303

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

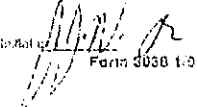
In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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2003-4500389 8 of 12

DOC ID #: 00004482017010002

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successor in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successor in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third parties, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument that, not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa, and (c) the word "may" gives sole discretion without any obligation to take any action.

2003-4500369 9 of 12

DOC ID #: 00704432017020003

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instantaneity or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential use, and to maintenance of the Property including, but not limited to, hazardous substances in consumer products.



2003-4509389 10 of 12

DOC ID #: 06004482017010002

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in this notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of this evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any reconveyance costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Attorneys' Fees. As used in this Security Instrument and in the Note, attorneys' fees shall include those awarded by an appellate court.

26. Protective Advances. This Security Instrument secures any advances Lender, at its discretion, may make under Section 9 of this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.

27. Required Evidence of Property Insurance.

WARNING

Unless you provide us 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 damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later contest this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchase 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.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by Applicable Law.

Initials:



2803-4500389 12 of 12

A tract of land located in the Southeast Quarter of the Southeast Quarter of Section 29, Township 4 North, Range 29, East of the Willamette Meridian, Umatilla County, Oregon, being described as, beginning at the Southeast corner of said Section 29, and the true point of beginning for this description; thence West, 630 feet; thence North 14° 0' West, 800 feet; thence North 31° 0' West, 490 feet; thence East, 1308 feet; thence South, 1090 feet to the point of beginning.

STATE OF OREGON

COUNTY OF UMATILLA

CERTIFICATE OF WATER RIGHT

This Is to Certify, That LOWELL S. FRANKS

of Rt. 1, Box 42, Stanfield, State of Oregon, 97875, has made proof to the satisfaction of the Water Resources Director, of a right to the use of the waters of Well No. 1

a tributary of Umatilla River for the purpose of supplemental irrigation of 19.1 acres

under Permit No. G-5776 and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from April 27, 1973 that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.24 cubic foot per second

or its equivalent in case of rotation, measured at the point of diversion from the well. The well is located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 29, T. 4 N., R. 29 E., W. M., 650 feet North and 770 feet West from the SE Corner, Section 29

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-eightieth of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 3 acre feet per acre for each acre irrigated during the irrigation season of each year, and shall be limited to further appropriation of water only to the extent that it does not impair or substantially interfere with existing surface water right of others.

and shall conform to such reasonable rotation system as may be ordered by the proper state officer. A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

19.1 acres SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 29
T. 4 N., R. 29 E., W. M.

Entire
right being
Cancelled.

No
R.R.

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described.

WITNESS the signature of the Water Resources Director, affixed

this date. January 29, 1979

James E. Seaton
Water Resources Director



Oregon Water Resources Department
 721 Summer Street NE, Suite A
 Salem, OR 97301-1271

RECEIVED
 JUL 02 2007
 WATER RESOURCES DEPT
 SALEM, OREGON

**OAR Chapter 690, Division 385
 District Permanent Transfer Application
 Place of Use**

District: Stanfield Irrigation District

Contact Person: Ray Kopacz Phone: 541-449-3272

Mailing Address: P O Box 416 Stanfield OR 97875

District Internal Notice #: E-2007 Walchli

I. Pursuant to ORS 540.580 and OAR Chapter 690, Division 385, the district proposes to change the place of use for the following water rights:

WATER RIGHTS			
PERMIT NUMBER	CERTIFICATE NUMBER	DECREE (name, volume, and page)	PRIMARY (P) or SUPP (S)
	79442	Umatilla River Decree V.3 P 233	P
7400	79440	McKay Reservoir	S

II. The point(s) of diversion for the water rights proposed for transfer are as follows:

POINT(S) OF DIVERSION / APPROPRIATION				
PERMIT	DECREE or CERTIFICATE	POD#	SOURCE	LOCATION - LEGAL DESCRIPTION
	79442		Umatilla River	Furnish Canal - 380' N 650 E From the corner of Section 31 SW 1/4 SW 1/4 Section 31 T 3N R 30 EWM

III. The district proposes to change the place of use from the authorized location listed in Table 1 to the location listed in Table 2.

Transfer Maps

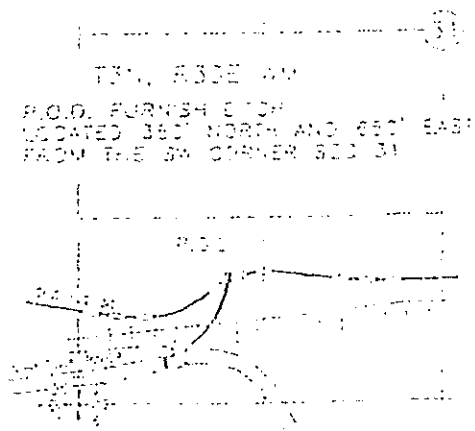
Map Source:

Oregon State 3111 Map

Color Codes:

From Acres:	Green	79442 (1905 priority w/79440)
To Acres:	Yellow	79442 (1905 priority w/79440)

POD Map



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WATER RESOURCES DEPT
SALEM, OREGON

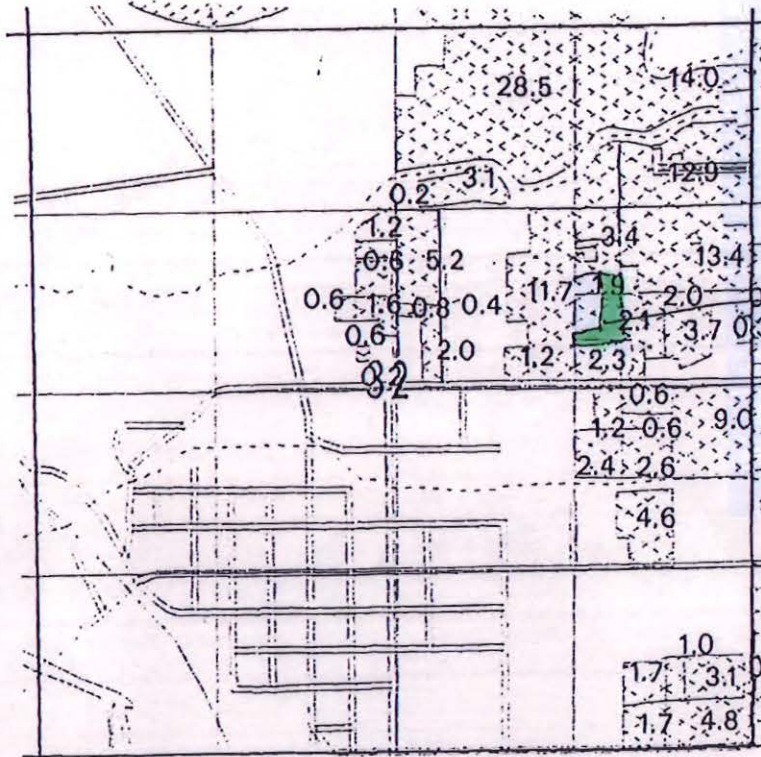
T. 4 N., R. 29 E., W.M.

Section 32

RECEIVED

JUL 02 2007

WATER RESOURCES DEPT
SALEM, OREGON



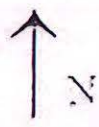
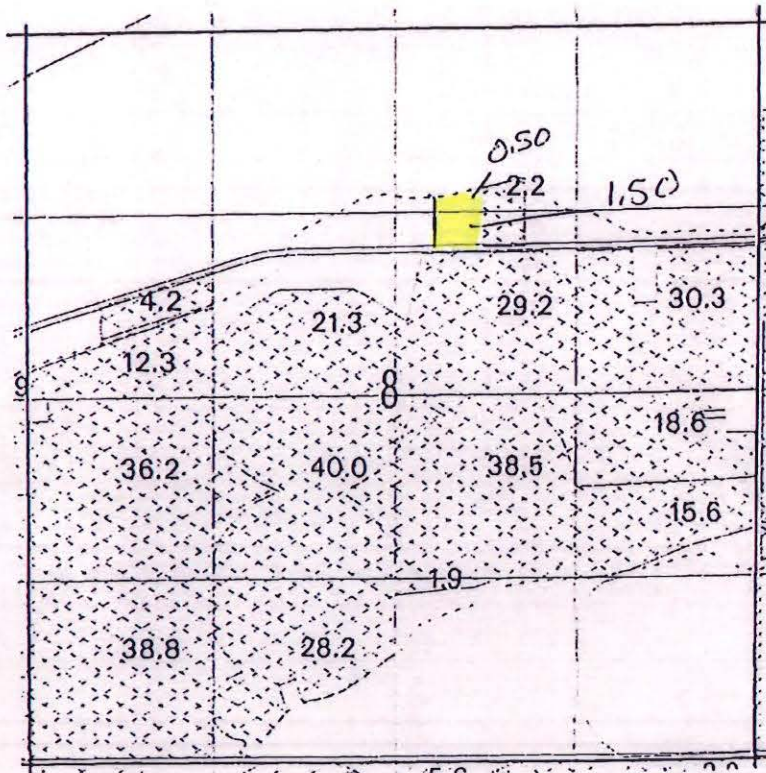
Scale: 1 in. = 1320'

“FROM” LANDS

STANFIELD IRRIGATION DISTRICT TEMPORARY TRANSFER

T. 4 N., R. 29 E., W.M.
Section 08

RECEIVED
JUL 02 2007
WATER RESOURCES DEPT
SALEM, OREGON



Scale: 1 in. = 1320'

“TO” LANDS

STANFIELD IRRIGATION DISTRICT TEMPORARY TRANSFER



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

September 14, 2007

RAY KOPACZ
STANFIELD IRRIGATION DISTRICT
PO BOX 416
STANFIELD OR 97875

Reference: District Transfer T- 10432

Enclosed is a copy of the order approving your District transfer.

A time to complete the transfer is given the order.

Sincerely,

Sarah Henderson
Executive Support

cc: Watermaster #5
Dan & Karen Walchli (32697 East Loop Road, Hermiston, OR 97838)

Enclosure

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

In the Matter of Transfer Application)
T-10432, Umatilla County)
)
)
)
)

FINAL ORDER APPROVING A
PERMANENT DISTRICT TRANSFER
AND CANCELLATION AND
DIMINISHMENT OF CERTAIN WATER
RIGHTS

Authority

ORS 540.570 to 540.580 establishes the process in which a district may submit a request to transfer a water right within district boundaries. OAR Chapter 690, Division 385 implements the statutes and provides the Department's procedures and criteria for evaluating district transfer applications.

ORS 540.621 establishes the process for the owner of land to which a water right is appurtenant to certify under oath that the water right, or a portion thereof, has been abandoned and to voluntarily request that it be cancelled.

Applicant

STANFIELD IRRIGATION DISTRICT
P.O. BOX 416
STANFIELD, OR 97875

Findings of Fact

1. On July 2, 2007, Stanfield Irrigation District filed a district transfer application to permanently change the place of use under Certificates 76113, 79442 and 79440. The Department assigned the application number T-10432.
2. The application was amended on July 23, 2007 to correct deficiencies in the map and typographical errors contained within the application.
3. Landowners within the Stanfield Irrigation District have submitted affidavits on August 30, 2007, requesting to modify their existing rights to make way for the District rights. The first affidavit requests to diminish a portion of a water right under Certificate 46630 and is fully described in Findings of Fact #16, #17 and #18. The second affidavit requests to cancel the entire water right under Certificate 47323 and is described in Findings of Fact #13, #14 and #15.

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 137-004-0080 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.

4. Notice of the application for transfer was published on July 17, 2007, pursuant to ORS 540.580 and OAR 690-385-4400. No comments were filed in response to the notice.
5. The portions of the rights to be transferred under Notice B-2007 (Nobles) are as follows:

Certificate: 76113 issued in the name of STANFIELD IRRIGATION DISTRICT (perfected under Permit S-30789)
Use: IRRIGATION (IR) of 14.0 ACRES
Priority Date: JUNE 23, 1965
Rate & Duty: ONE-FORTIETH of one cubic foot per second (or its equivalent) and 4½ ACRE-FEET for each acre irrigated during the irrigation season of each year. The irrigation season shall include any time between JANUARY 1 and NOVEMBER 1 of each year that water can be put to beneficial use by irrigation, either for immediate crop growth or for forecast requirements to raise the soil moisture to field capacity in the soil profile to be utilized by plant growth in the subsequent growing season.
Source: UMATILLA RIVER, a tributary of the Columbia River

Authorized Point of Diversion:

TWP	RNG	MER	SEC	QTR-QTR	SURVEY COORDINATES
3 N	30 E	WM	31	SW SW	FURNISH CANAL - 380 feet North and 650 feet East from the SW Corner of Section 31

Certificate: 79440 issued in the name of U.S. BUREAU OF RECLAMATION (perfected under Permit S-7400)
Use: SUPPLEMENTAL IRRIGATION (IS) of 14.0 ACRES
Priority Date: JULY 1, 1924
Rate & Duty: ONE-EIGHTIETH of one cubic foot per second, provided further that the right allowed herein for supplemental irrigation shall be limited to any deficiency in the available supply of any prior right existing for the same land and shall not exceed the limitation allowed therein.
Source: McKAY RESERVOIR constructed under reservoir Permit R-564, a tributary of McKay Creek. Water is run down the natural channels of McKay Creek and the Umatilla River and is re-diverted at Stanfield Irrigation District Furnish Canal.

Authorized Points of Diversion:

TWP	RNG	MER	SEC	QTR-QTR	SURVEY COORDINATES
2 N	32 E	WM	34	NW SE	McKAY DAM
3 N	30 E	WM	31	SW SW	FURNISH CANAL - 380 feet North and 650 feet East from the SW Corner of Section 31

Authorized Places of Use:

TWP	RNG	MER	SEC	QTR-QTR	TL	CERTIFICATE (ACRES)		USER
						76113 (IR)	79440 (IS)	
4 N	28 E	WM	13	SW NE	100	10.9	10.9	CITY OF HERMISTON
4 N	28 E	WM	13	NE SW	800	2.5	2.5	CITY OF HERMISTON
4 N	28 E	WM	13	NW SE	800	0.6	0.6	CITY OF HERMISTON
TOTAL:						14.0	14.0	

6. Application T-10432 proposes to change the places of use for the above described rights to:

TWP	RNG	MER	SEC	QTR-QTR	TL	CERTIFICATE (ACRES)		USER
						76113 (IR)	79440 (IS)	
4 N	29 E	WM	29	SE SE	300	14.0	14.0	JUSTIN NOBLES
TOTAL:						14.0	14.0	

7. The portions of the rights to be transferred under Notice C-2007 (McQuinn) are as follows:

Certificate: 76113 issued in the name of STANFIELD IRRIGATION DISTRICT
(perfected under Permit S-30789)

Use: IRRIGATION (IR) of 33.5 ACRES

Priority Date: JUNE 23, 1965

Rate & Duty: ONE-FORTIETH of one cubic foot per second (or its equivalent) and 4½ ACRE-FEET for each acre irrigated during the irrigation season of each year. The irrigation season shall include any time between JANUARY 1 and NOVEMBER 1 of each year that water can be put to beneficial use by irrigation, either for immediate crop growth or for forecast requirements to raise the soil moisture to field capacity in the soil profile to be utilized by plant growth in the subsequent growing season.

Source: UMATILLA RIVER, a tributary of the Columbia River

Authorized Point of Diversion:

TWP	RNG	MER	SEC	QTR-QTR	SURVEY COORDINATES
3 N	30 E	WM	31	SW SW	FURNISH CANAL - 380 feet North and 650 feet East from the SW Corner of Section 31

Certificate: 79440 issued in the name of U.S. BUREAU OF RECLAMATION
(perfected under Permit S-7400)

Use: SUPPLEMENTAL IRRIGATION (IS) of 33.5 ACRES

Priority Date: JULY 1, 1924

Rate & Duty: ONE-EIGHTIETH of one cubic foot per second, provided further that the right allowed herein for supplemental irrigation shall be limited to any deficiency in the available supply of any prior right existing for the same land and shall not exceed the limitation allowed therein.

Source: MCKAY RESERVOIR constructed under reservoir Permit R-564, a tributary of McKay Creek. Water is run down the natural channels of McKay Creek and the Umatilla River and is re-diverted at Stanfield Irrigation District Furnish Canal.

Authorized Points of Diversion:

TWP	RNG	MER	SEC	QTR-QTR	SURVEY COORDINATES
2 N	32 E	WM	34	NW SE	MCKAY DAM
3 N	30 E	WM	31	SW SW	FURNISH CANAL - 380 feet North and 650 feet East from the SW Corner of Section 31

Authorized Places of Use:

TWP	RNG	MER	SEC	QTR-QTR	TL	CERTIFICATE (ACRES)		USER
						76113 (IR)	79440 (IS)	
4 N	28 E	WM	13	SE NE	2701	29.7	29.7	CITY OF HERMISTON
4 N	28 E	WM	13	SE NW	2701	0.1	0.1	CITY OF HERMISTON
4 N	28 E	WM	13	NW SW	2700	2.7	2.7	CITY OF HERMISTON
4 N	28 E	WM	13	NW SE	2200	1.0	1.0	CITY OF HERMISTON
TOTAL:						33.5	33.5	

8. Application T-10432 proposes to change the places of use for the above described rights to:

TWP	RNG	MER	SEC	QTR-QTR	TL	CERTIFICATE (ACRES)		USER
						76113 (IR)	79440 (IS)	
4 N	29 E	WM	34	NE NE	3900	7.0	7.0	DAVID McQUINN
4 N	29 E	WM	34	SW NE	3900	2.5	2.5	DAVID McQUINN
4 N	29 E	WM	34	SE NE	3900	24.0	24.0	DAVID McQUINN
TOTAL:						33.5	33.5	

9. The portions of the rights to be transferred under Notice D-2007 (Rodriguez) are as follows:

Certificate: 76113 issued in the name of STANFIELD IRRIGATION DISTRICT
(perfected under Permit S-30789)

Use: IRRIGATION (IR) of 6.0 ACRES

Priority Date: JUNE 23, 1965

Rate & Duty: ONE-FORTIETH of one cubic foot per second (or its equivalent) and 4½ ACRE-FEET for each acre irrigated during the irrigation season of each year. The irrigation season shall include any time between JANUARY 1 and NOVEMBER 1 of each year that water can be put to beneficial use by irrigation, either for immediate crop growth or for forecast requirements to raise the soil moisture to field capacity in the soil profile to be utilized by plant growth in the subsequent growing season.

Source: UMATILLA RIVER, a tributary of the Columbia River

Authorized Point of Diversion:

TWP	RNG	MER	SEC	QTR-QTR	SURVEY COORDINATES
3 N	30 E	WM	31	SW SW	FURNISH CANAL - 380 feet North and 650 feet East from the SW Corner of Section 31

Certificate: 79440 issued in the name of U.S. BUREAU OF RECLAMATION
(perfected under Permit S-7400)

Use: SUPPLEMENTAL IRRIGATION (IS) of 6.0 ACRES

Priority Date: JULY 1, 1924

Rate & Duty: ONE-EIGHTIETH of one cubic foot per second, provided further that the right allowed herein for supplemental irrigation shall be limited to any

deficiency in the available supply of any prior right existing for the same land and shall not exceed the limitation allowed therein.

Source: McKAY RESERVOIR constructed under reservoir Permit R-564, a tributary of McKay Creek. Water is run down the natural channels of McKay Creek and the Umatilla River and is re-diverted at Stanfield Irrigation District Furnish Canal.

Authorized Points of Diversion:

TWP	RNG	MER	SEC	QTR-QTR	SURVEY COORDINATES
2 N	32 E	WM	34	NW SE	McKAY DAM
3 N	30 E	WM	31	SW SW	FURNISH CANAL - 380 feet North and 650 feet East from the SW Corner of Section 31

Authorized Places of Use:

TWP	RNG	MER	SEC	QTR-QTR	TL	CERTIFICATE (ACRES)		USER
						76113 (IR)	79440 (IS)	
4 N	28 E	WM	13	NW SW	100	6.0	6.0	CITY OF HERMISTON
TOTAL:						6.0	6.0	

10. Application T-10432 proposes to change the places of use for the above described rights to:

TWP	RNG	MER	SEC	QTR-QTR	TL	CERTIFICATE (ACRES)		USER
						76113 (IR)	79440 (IS)	
4 N	29 E	WM	25	SW NW	203	6.0	6.0	FRANK RODRIGUEZ
TOTAL:						6.0	6.0	

11. The portions of the rights to be transferred under Notice E-2007 (Walchli) are as follows:

Certificate: 79442 issued in the name of STANFIELD IRRIGATION DISTRICT (confirmed by Umatilla River Decree)

Use: IRRIGATION (IR) of 2.0 ACRES

Priority Date: MARCH 8, 1905

Rate & Duty: ONE-EIGHTIETH of one cubic foot per second (or its equivalent) from MARCH 1 to NOVEMBER 1, and subject to the limitations of Paragraph 32 of the Umatilla River decree for each acre irrigated during the irrigation season of each year.

Source: UMATILLA RIVER, a tributary of the Columbia River

Authorized Point of Diversion:

TWP	RNG	MER	SEC	QTR-QTR	Lot	SURVEY COORDINATES
3 N	30 E	WM	31	SW SW	4	380 feet North and 650 feet East from the SW Corner of Section 31

Certificate: 79440 issued in the name of U.S. BUREAU OF RECLAMATION (perfected under Permit S-7400)

Use: SUPPLEMENTAL IRRIGATION (IS) of 2.0 ACRES

Priority Date: JULY 1, 1924

Rate & Duty: ONE-EIGHTIETH of one cubic foot per second, provided further that the right allowed herein for supplemental irrigation shall be limited to any deficiency in the available supply of any prior right existing for the same land and shall not exceed the limitation allowed therein.

Source: McKAY RESERVOIR constructed under reservoir Permit R-564, a tributary of McKay Creek. Water is run down the natural channels of McKay Creek and the Umatilla River and is re-diverted at Stanfield Irrigation District Furnish Canal.

Authorized Points of Diversion:

TWP	RNG	MER	SEC	QTR-QTR	SURVEY COORDINATES
2 N	32 E	WM	34	NW SE	McKAY DAM
3 N	30 E	WM	31	SW SW	FURNISH CANAL - 380 feet North and 650 feet East from the SW Corner of Section 31

Authorized Places of Use:

TWP	RNG	MER	SEC	QTR-QTR	TL portions of TL #'s	CERTIFICATE (ACRES)		USER
						79442 (IR)	79440 (IS)	
4 N	29 E	WM	32	SE NE	1800, 1900, 2000, 2100, 2200, 2300, 2400, 2500, 2600	2.00	2.0	ROSS HUNTER
TOTAL:						2.0	2.0	

12. Application T-10432 proposes to change the place of use for the above described rights to:

TWP	RNG	MER	SEC	QTR-QTR	TL	CERTIFICATE (ACRES)		USER
						79442 (IR)	79440 (IS)	
4 N	29 E	WM	8	NW NE	600	0.2	0.2	DAN WALCHLI
4 N	29 E	WM	8	SW NE	600	1.8	1.8	DAN WALCHLI
TOTAL:						2.0	2.0	

Cancellation of an Entire Water Right

13. The Department, in its initial review and research for conflicting rights, determined that there is an existing right on the "TO" lands as proposed in NOTICE B-2007 (Nobles). This application proposes to transfer 14.0 acres onto lands covered by groundwater right Certificate 47323, issued for supplemental irrigation. The Department further discovered the lack of a primary water right on this land.

14. The applicant was notified of the existing right and concurred on the non-use issue. On August 30, 2007, Mr. & Mrs. Justin Nobles, owners of certain lands to which the entire water right Certificate 47323 is appurtenant, submitted an affidavit requesting to cancel the entire water right for supplemental irrigation as follows:

Certificate: 47323 in the name of LOWELL S. FRANKS (perfected under Permit G-5776)
Use: SUPPLEMENTAL IRRIGATION of 19.1 ACRES
Priority Date: APRIL 27, 1973
Rate/Duty: ONE-EIGHTIETH of one cubic foot per second per acre, further limited o 3.0 acre-feet per acre for each acre irrigated during the irrigation season
Source: WELL NO. 1 within the Umatilla River Basin

Authorized Point of Appropriation:

TWP	RNG	MER	SEC	QTR-QTR	SURVEY COORDINATES
4 N	29 E	WM	29	SE SE	650 feet North and 770 feet West from the SE Corner of Section 29

Authorized Place of Use to be Cancelled:

WATER RIGHT TO BE CANCELLED – CERTIFICATE 47323						
TWP	RNG	SEC	QTR-QTR	TL	ACRES	AFFIANT
4 N	29 E	29	SE SE	300	19.1	Mr. & Mrs. Justin Nobles
TOTAL:					19.1	

15. Pursuant to OAR 690-017-0010(2), the Department has determined that the affiant listed in the table in Finding #14 above is the recorded owner, as established by county deed records, of the property to which the water right evidenced by Certificate 47323 is appurtenant.

Diminishment of a Portion of a Water Right

16. The Department, it its initial review and research for conflicting rights, determined that there is an existing right on the "TO" lands as proposed in NOTICE E-2007. This application proposes to transfer 2.0 acres onto lands covered by an existing groundwater right Certificate 46630, for primary irrigation.

17. The applicant was notified of a conflict with the existing right and a portion of the proposed place of use under NOTICE E-2007. On August 30, 2007, Dan and Karen Walchli, owners of certain lands to which the entire water right Certificate 46630 is appurtenant, submitted an affidavit requesting to diminish only a portion of the water right from primary irrigation to supplemental irrigation as follows:

Certificate: 46630 in the name of LAWRENCE BEHRENZ (perfected under Permit G-7059)
Use: IRRIGATION of 2.0 ACRES
Priority Date: DECEMBER 20, 1976
Rate/Duty: ONE-EIGHTIETH of one cubic foot per second per acre, further limited to 3.0 acre-feet per acre for each acre irrigated during the irrigation season
Source: A WELL within the UMATILLA RIVER BASIN

Authorized Point of Appropriation:

TWP	RNG	MER	SEC	QTR-QTR	SURVEY COORDINATES
4 N	29 E	WM	8	SW NE	1120 feet North and 220 feet East from the Center of Section 8

Authorized Place of Use to be Diminished:

WATER RIGHT TO BE DIMINISHED – CERTIFICATE 46630						
TWP	RNG	SEC	QTR-QTR	TL	ACRES	AFFIANT
4 N	29 E	8	NW NE	600	0.2	DAN & KAREN WALCHLI
4 N	29 E	8	SW NE	600	1.8	DAN & KAREN WALCHLI
TOTAL:					2.0	

18. Pursuant to OAR 690-017-0010(2), the Department has determined that the affiants listed in the table in Finding #17 above are the recorded owners, as established by county deed records, of the property to which the water right evidenced by Certificate 46630 is appurtenant.
19. The district permanent transfer application satisfies the criteria of OAR 690-385-4000, contains the information required under OAR 690-385-2000, and includes maps meeting the requirements of OAR 690-385-2200.
20. The water rights are subject to transfer as defined in OAR 690-385-0100(17).
21. The proposed change in place of use would not result in enlargement of the rights.
22. The proposed changes in place of use would not result in injury to other rights.

Conclusions of Law

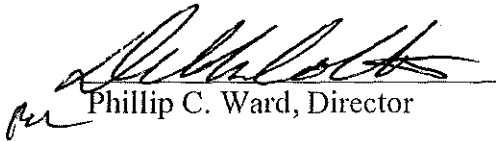
The change in place of use proposed in Transfer Application T-10432 satisfies the requirements of ORS 540.574(3) and 540.580. The entire water right evidenced by Certificate 47323 has been abandoned and should be cancelled, as described in Findings #13, #14 and #15. A portion of the water right evidenced by Certificate 46630 is requested to be diminished from primary irrigation to supplemental irrigation, as described in Findings #16, #17 and #18.

Now, therefore, it is ORDERED:

1. The proposed changes to the District’s existing water rights evidenced by Certificates 76113, 79442 and 79440 are approved.
2. The water right evidenced by Certificate 47323 that has been abandoned, as described in Findings #13, #14 and #15 above, is cancelled.

3. The portion of the water right evidenced by Certificate 46630 described in Findings #16, #17 and #18 above is diminished to supplemental irrigation. A new certificate will be issued describing both that portion of Certificate 46630 diminished to supplemental irrigation and that portion remaining as primary irrigation.
4. The right to the use of water is restricted to beneficial use at the place of use described and is subject to all other conditions and limitations contained in Certificates 76113, 79442 and 79440 and any related decree.
5. The former places of use shall no longer be irrigated as part of these water rights.
6. The proposed changes shall be completed on or before **October 1, 2008**.
7. A Claim of Beneficial Use and Final Proof Map shall be submitted by Stanfield Irrigation District to the Department by October 1, 2009.
8. Certificates 76113, 79442 and 79440 are modified. The Department will issue superseding certificates describing the rights when it is determined that it is necessary for record keeping.

Dated at Salem, Oregon this 13 day of September, 2007.


Phillip C. Ward, Director

Mailing date: SEP 17 2007

STATE OF OREGON

COUNTY OF UMATILLA

CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

DAN and KAREN WALCHLI
32697 EAST LOOP ROAD
HERMISTON, OR 97838

confirms the right to use the waters of a WELL in the UMATILLA RIVER BASIN for IRRIGATION of 1.0 ACRE and SUPPLEMENTAL IRRIGATION OF 2.0 ACRES.

This right was perfected under Permit G-7059. The date of priority is DECEMBER 20, 1976. The amount of water to which this right is entitled is limited to an amount actually used beneficially, and shall not exceed 0.03 CUBIC FOOT PER SECOND or its equivalent in case of rotation, measured at the well.

The well is located as follows:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
4 N	29 E	WM	8	SW NE	1120 feet North and 220 feet East from the center of Section 8

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 for each acre irrigated, and shall be further limited to a diversion of not to exceed 3.0 acre-feet per acre for each acre irrigated during the irrigation season of each year. The use shall conform to such reasonable rotation system as may be ordered by the proper state officer. The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described.

A description of the place of use to which this right is appurtenant is as follows:

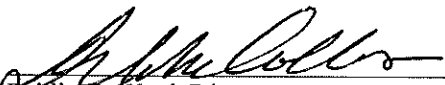
PRIMARY IRRIGATION						
Twp	Rng	Mer	Sec	Q-Q	Acres	
4 N	29 E	WM	8	SW NE	1.0	

SUPPLEMENTAL IRRIGATION						
Twp	Rng	Mer	Sec	Q-Q	Acres	
4 N	29 E	WM	8	NW NE	0.2	
4 N	29 E	WM	8	SW NE	1.8	

This certificate describes both that portion of the water right confirmed by Certificate 46630, State Record of Water Right Certificates, NOT modified by the provisions of an order of the Water Resources Director entered SEP 13 2007, and also confirms a change in a portion diminished to supplemental irrigation, as authorized in the final order approving Transfer Application T-10432.

The issuance of this superseding certificate does not confirm the status of the water right in regard to the provisions of ORS 540.610 pertaining to forfeiture or abandonment.

WITNESS the signature of the Water Resources Director, affixed SEP 13 2007.


Phillip C. Ward, Director

REC'D AUG 30 2007

AFFIDAVIT FOR THE PARTIAL DIMINUTION OF A WATER RIGHT CERTIFICATE

State of Oregon)
County of Umatilla) ss

I/We (or authorized agent), DAN WALCHI,
residing at 32697 E. Loop Rd. - Hermiston, OR. 97835,
telephone number, being first duly sworn depose and say:

1. I/We are the legal owner(s) of the property described as tax lot number, within the SW 1/4 NE 1/4, Section 8, Township 4 N/S, Range 29 E/W, of the Willamette Meridian, in Umatilla County, Oregon, as shown on the attached map and described in the attached deed and legal description and made part of this affidavit;

2. A portion of water right certificate number 46630 issued to LAWRENCE BEHRENE with a date of priority of 12-20-1970 for use of 6.03 cubic foot per second of water from A well (sources) for the purpose of IRRIGATION (uses) is appurtenant to my/our property;

3. I/We have obtained a better (e.g., better, more economical) source of water for the primary irrigation of the portion of this water right shown on the attached map and described as follows: The right to the use of .5 cubic foot per second from Stanfield Irrigation District for the irrigation of acres located:

- NW 1/4 NE 1/4 .2 Acres
SW 1/4 NE 1/4 1.8 Acres
1/4 1/4 Acres

Section 8
Township 4 N/S, Range 29 E/W, WM:



4. I/we request the water right be diminished from a right for primary irrigation to a right for supplemental irrigation of the above described lands;

5. The appurtenant water right is not located within the boundaries of an irrigation, drainage, water improvement, or water control district, or federal reclamation project (if the right is located within a district or reclamation project, name it here: Stanfield Irrigation District); and

AFFIDAVIT FOR THE PARTIAL DIMINUTION OF A WATER RIGHT CERTIFICATE
(CONTINUED - PAGE 2 of 2)

6. I/We agree that if this change is approved, it is permanent and the right to the use of water from A WELL cannot be changed back to the primary source. I/We also agree that so long as there is sufficient water available from the new primary source. I am/we are not entitled to use any water from A WELL for irrigation of these lands.

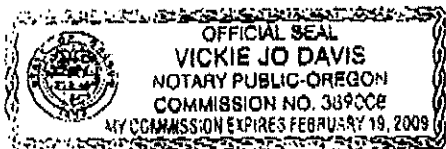
 Daniel Wright
Signature of legal owner as listed on deed, or authorized agent

 12-10-06
Date

 Karen Walchli
Signature of legal co-owner as listed on deed (if applicable)

 7/26/07
Date

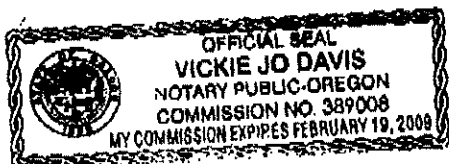
Subscribed and Sworn to Before Me this 10th day of December, 2006.



 Vickie Jo Davis
Notary Public for Oregon

My Commission Expires 2/19/09

Subscribed and Sworn to before me this 26 day of July, 2007



 Vickie Jo Davis
Notary Public for Oregon

 2/19/09
Commission Expires

PLEASE ATTACH A LEGIBLE COPY OF : 1) A DEED WHICH LISTS LAND OWNERS AND INCLUDES A LEGAL DESCRIPTION OF AFFECTED LANDS, AND 2) AN ADJUDICATION MAP, WATER RIGHT FINAL PROOF MAP, OR A TAX LOT MAP WITH THE PORTION OF THE WATER RIGHT AND/OR LANDS TO BE DIMINISHED CLEARLY DRAWN AND IDENTIFIED. IF ACTING AS AN AUTHORIZED AGENT, INCLUDE COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTS GRANTING AUTHORITY TO ACT ON BEHALF OF LEGAL OWNER(S).

Fax

To: Ken Dowden	From: Ray Kopacz
Fax: 1-541-278-0287	Fax: 1-541-449-1239
Phone:	Phone:

Date: 7/26/2007
Subject: Walchli Forms

Comments:

Until a change is requested all tax statements shall be sent to the following address.

WHEN RECORDED MAIL TO
PIONEER TITLE COMPANY
126 SE COURT
PENDLETON, OR 97801

ACCOUNT NUMBER
1549160

TAX ACCOUNT NUMBER

_____[Space Above This Line For Recording Data]_____

DEED OF TRUST

Loan Number: 1549160

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **MAY 11, 2001**, together with all Riders to this document.

(B) "Borrower" is
DANIEL WALCHLI AND KAREN WALCHLI, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is
BANNER BANK OF OREGON

Lender is a
organized and existing under the laws of **OREGON**

OREGON-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3038 1/01



-6(OR) (0005).01

Page 1 of 15

Initials: _____

VMP MORTGAGE FORMS - (800)521-7291

DDS-OR2



Lender's address is P.O. BOX 1170
HERMISTON, OR 97838

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is PIONEER TITLE COMPANY

(E) "Note" means the promissory note signed by Borrower and dated MAY 11, 2001

The Note states that Borrower owes Lender

One Hundred Twenty-One Thousand & 00/100 Dollars

(U.S. \$121,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 01, 2031

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard

to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of UMATILLA :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

32907 LOOP ROAD
HERMISTON
("Property Address"):

which currently has the address of
[Street]
[City], Oregon 97838 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Attorneys' Fees. As used in this Security Instrument and in the Note, attorneys' fees shall include those awarded by an appellate court.

26. Protective Advances. This Security Instrument secures any advances Lender, at its discretion, may make under Section 9 of this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.

27. Required Evidence of Property Insurance.

WARNING

Unless you provide us 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 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.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by Applicable Law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

DANIEL WALCHLI (Seal)
-Borrower
32907 LOOP ROAD
HERMISTON, OR 97838

KAREN WALCHLI (Seal)
-Borrower
32907 LOOP ROAD
HERMISTON, OR 97838

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

STATE OF OREGON, UMATILLA
On this 11 day of May, 2001

County ss:
, personally appeared the above named

Daniel Walchli and Karen Walchli

and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

My Commission Expires: 7-11-2001

Before me:

(Official Seal)

Notary Public for Oregon

Beginning at the point of intersection of the Northerly right of way line of County Road No. 867 with the East line of the West Half of the Northeast Quarter of Section 8, Township 4 North, Range 29, East of the Willamette Meridian, Umatilla County, Oregon; thence Westerly along said Northerly right of way line 700 feet to the true point of beginning of this description; thence continuing Westerly along said Northerly right of way line, 400 feet; thence Northerly and parallel with East line of said West Half of the Northeast Quarter to a point in Southerly right of way line of U. S. R. S. Feed Canal; thence Easterly along said Southerly right of way line to a point in a line parallel with and 700 feet distant Westerly from East line of said West Half of Northeast Quarter; thence Southerly parallel with and 700 feet distant Westerly from said East line to the point of beginning;

EXCEPTING therefrom any portion lying within County Road rights of way.

STATE OF OREGON
COUNTY OF UMATILLA

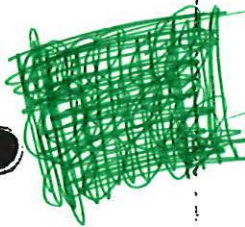
CERTIFICATE OF WATER RIGHT

This Is to Certify, That LAWRENCE BEHRENZ

of Rt. 3, Box 3097, Hermiston, State of Oregon, 97838, has made proof to the satisfaction of the Water Resources Director, of a right to the use of the waters of a well.

a tributary of Umatilla River for the purpose of irrigation of 3.0 acres

under Permit No. G-7059 and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from December 20, 1976 that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.03 cubic foot per second



or its equivalent in case of rotation, measured at the point of diversion from the well. The well is located in the SW 1/4 NE 1/4, Section 8, T. 4 N., R. 29 E., W. M., 1120 feet North and 220 feet East from the Center, Section 8

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-eightieth of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 3 acre feet per acre for each acre irrigated during the irrigation season of each year,

and shall conform to such reasonable rotation system as may be ordered by the proper state officer. A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

0.2 acre NW 1/4 NE 1/4
2.8 acres SW 1/4 NE 1/4
Section 8
T. 4 N., R. 29 E., W. M.

~~DISCONTINUED~~
(suppl. 1978)
0.2
1.8

PRIMARY
1.0

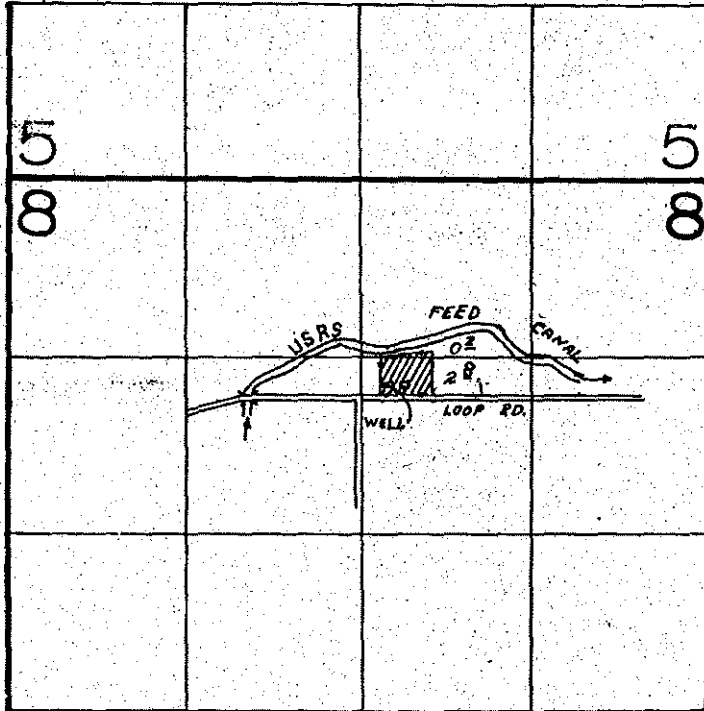
The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described.

WITNESS the signature of the Water Resources Director, affixed

this date. September 29, 1978

James G. Larson
Water Resources Director

T.4N. R29E. W.M.



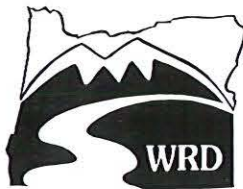
WELL LOCATED 1120'N & 220'E FROM CEN. OF
SEC. 8

FINAL PROOF SURVEY
UNDER

Application No. G-7613.. Permit No. G-7059..
IN NAME OF

.....LAWRENCE BEHRENZ.....

Surveyed FEB. 16. 1978, by B. BARWIN.....



Oregon Water Resources Department
 721 Summer Street NE, Suite A
 Salem, OR 97301-1271

**OAR Chapter 690, Division 385
 District Permanent Transfer Application
 Place of Use**

District: _____ Stanfield Irrigation District _____

Contact Person: _____ Ray Kopacz _____ Phone: _____ 541-449-3272 _____

Mailing Address: _____ P O Box 416 Stanfield OR 97875 _____

District Internal Notice #: _____ B-2007 *Nobles*

I. Pursuant to ORS 540.580 and OAR Chapter 690, Division 385, the district proposes to change the place of use for the following water rights:

WATER RIGHTS			
PERMIT NUMBER	CERTIFICATE NUMBER	DECREE (name, volume, and page)	PRIMARY (P) or SUPP (S)
30789	76113	City Of Hermiston	P
	79440	City Of Hermiston	S

II. The point(s) of diversion for the water rights proposed for transfer are as follows:

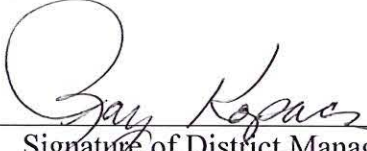
POINT(S) OF DIVERSION / APPROPRIATION				
PERMIT	DECREE or CERTIFICATE	POD#	SOURCE	LOCATION - LEGAL DESCRIPTION
30789	76113	B-7	Umatilla River	Furnish Canal – 380' N 650' E From the center of Section 31
				SW ¼ SW ¼ Section 31 T 3N R 30 EWM

III. The district proposes to change the place of use from the authorized location listed in Table 1 to the location listed in Table 2.

RECEIVED
 JUL 02 2007
 WATER RESOURCES DEPT
 SALEM, OREGON

- IV. Enclosed is a map for each proposed change in place of use meeting the standards of OAR Chapter 690, Division 385.
- V. The water right proposed for transfer is a water right subject to transfer and has not been forfeited for nonuse under ORS 540.610.
- VI. Each user affected by the proposed transfer has provided written authorization for the transfer and such authorization is on file with the district.
- VII. Enclosed is the application fee in the amount of: _____.

I certify that the information contained in this district permanent transfer application is true and accurate.



Signature of District Manager
or Authorized Representative

6-25-2007
Date

RAY KOPACZ
Typed Name of District Manager
or Authorized Representative

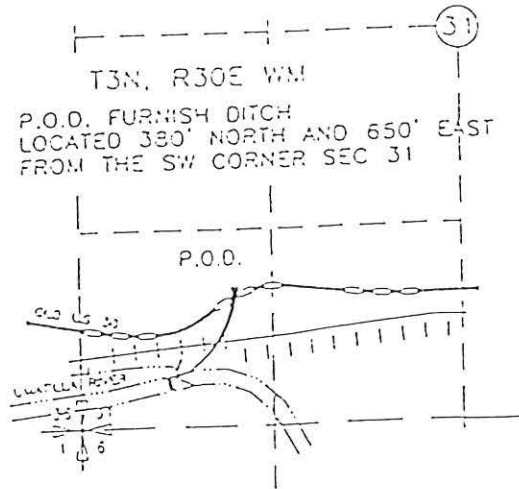
RECEIVED
JUL 02 2007
WATER RESOURCES DEPT
SALEM, OREGON

NOTICE OF TRANSFER MAPS

COLOR CODE:

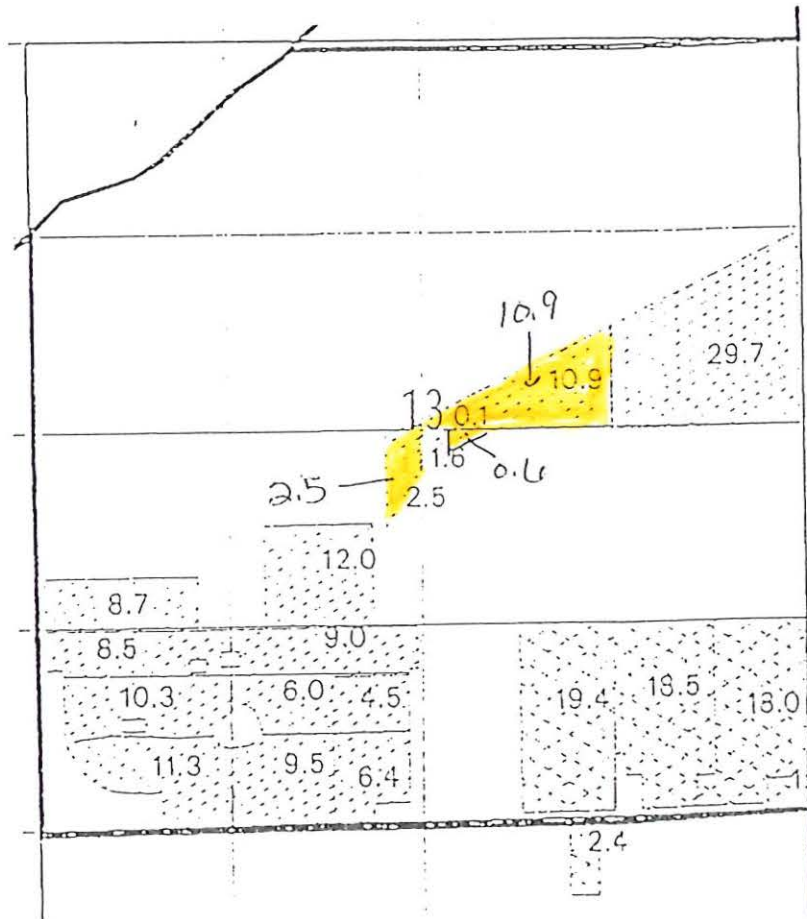
FROM ACRES: YELLOW 76113 (1965 Priority w/79440)

TO ACRES: GREEN 76113 (1965 Priority w/79440)



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WATER RESOURCES DEPT
SALEM, OREGON

T. 4 N., R. 28 E., W.M.
Section 13



Scale: 1 in. = 1320

Total of 14 acres

“FROM” LANDS

RECEIVED

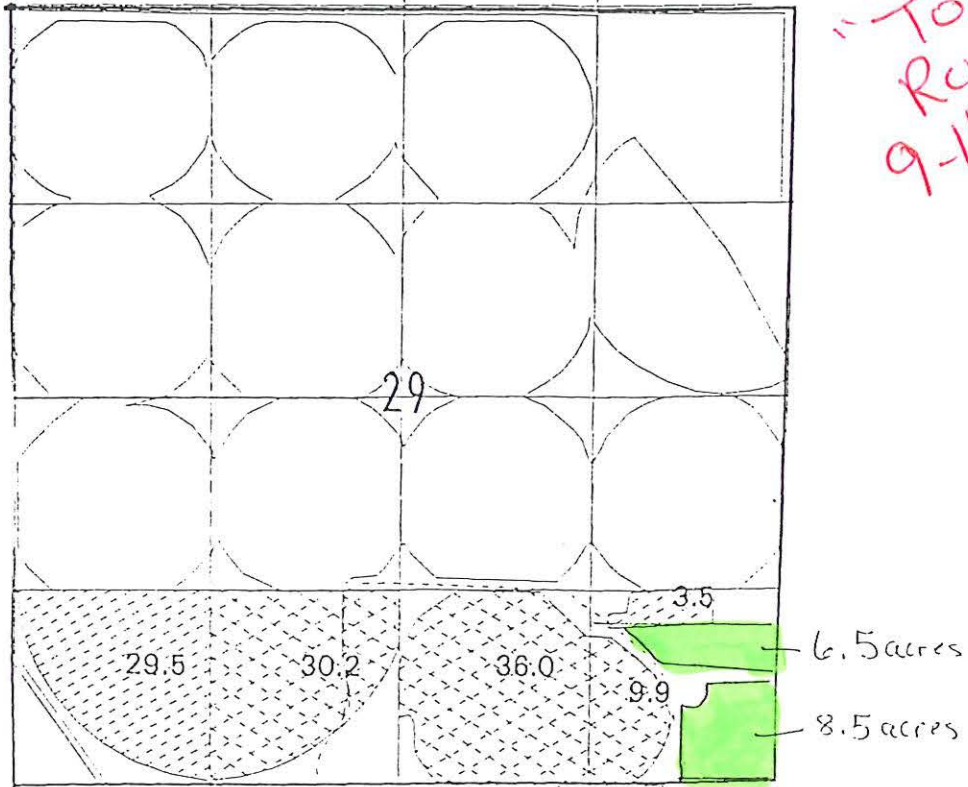
JUL 02 2007

WATER RESOURCES DEPT
SALEM, OREGON

STANFIELD IRRIGATION DISTRICT TEMPORARY TRANSFER

T. 4 N., R. 29 E., W.M.
Section 25

*Superseded by
"To" Map
Rcvd
9-11-07*



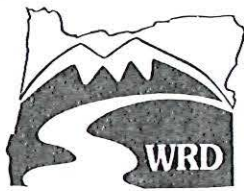
Total of 14 acres

Scale: 1 in. = 1320

“TO” LANDS

STANFIELD IRRIGATION DISTRICT TEMPORARY TRANSFER

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WATER RESOURCES DEPT
SALEM OREGON



Oregon Water Resources Department
 721 Summer Street NE, Suite A
 Salem, OR 97301-1271

**OAR Chapter 690, Division 385
 District Permanent Transfer Application
 Place of Use**

District: _____ Stanfield Irrigation District _____

Contact Person: _____ Ray Kopacz _____ Phone: _____ 541-449-3272 _____

Mailing Address: _____ P O Box 416 Stanfield OR 97875 _____

District Internal Transfer # : C-2007 *McQuinn*

I. Pursuant to ORS 540.580 and OAR Chapter 690, Division 385, the district proposes to change the place of use for the following water rights:

WATER RIGHTS			
PERMIT NUMBER	CERTIFICATE NUMBER	DECREE (name, volume, and page)	PRIMARY (P) or SUPP (S)
30789	76113	City Of Hermiston	P
	79440	City Of Hermiston	S

II. The point(s) of diversion for the water rights proposed for transfer are as follows:


POINT(S) OF DIVERSION / APPROPRIATION				
PERMIT	DECREE or CERTIFICATE	POD#	SOURCE	LOCATION - LEGAL DESCRIPTION
30789	76113	C-7	Umatilla River	Furnish Canal – 380' N 650' E From the center of Section 31
				SW ¼ SW ¼ Section 31 T 3N R 30 EWM

III. The district proposes to change the place of use from the authorized location listed in Table 1 to the location listed in Table 2.

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- IV. Enclosed is a map for each proposed change in place of use meeting the standards of OAR Chapter 690, Division 385.
- V. The water right proposed for transfer is a water right subject to transfer and has not been forfeited for nonuse under ORS 540.610.
- VI. Each user affected by the proposed transfer has provided written authorization for the transfer and such authorization is on file with the district.
- VII. Enclosed is the application fee in the amount of: _____.

I certify that the information contained in this district permanent transfer application is true and accurate.



Signature of District Manager
or Authorized Representative

6-25-2007
Date

RAY KOPACZ
Typed Name of District Manager
or Authorized Representative

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WATER RESOURCES DEPT
SALEM, OREGON

NOTICE OF TRANSFER MAPS

COLOR CODE:

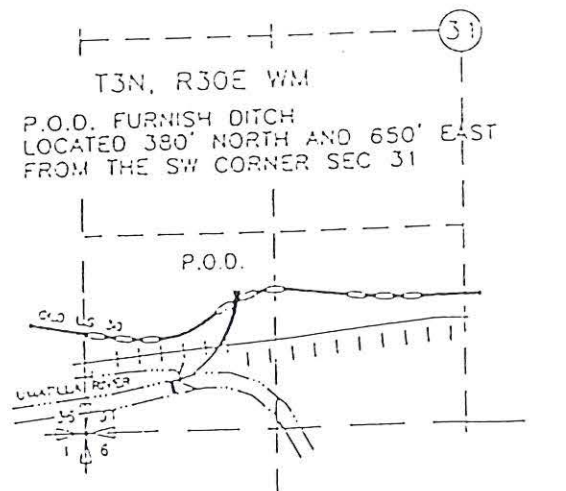
FROM ACRES: YELLOW 76113 (1965 Priority w/79440)

TO ACRES: GREEN 76113 (1965 Priority w/79440)

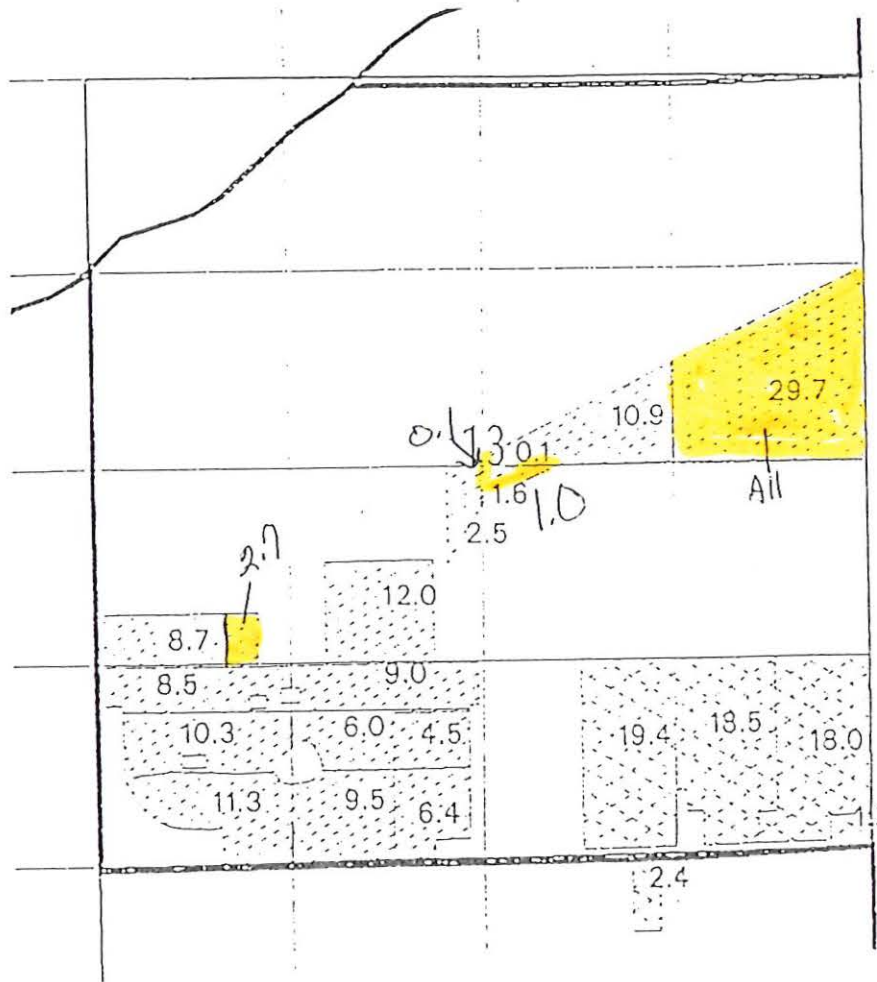
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**WATER RESOURCES DEPT
SALEM OREGON**



T. 4 N., R. 28 E., W.M.
 Section 13



Scale: 1 in. = 1320

Total of = 33.5 acres

“FROM” LANDS

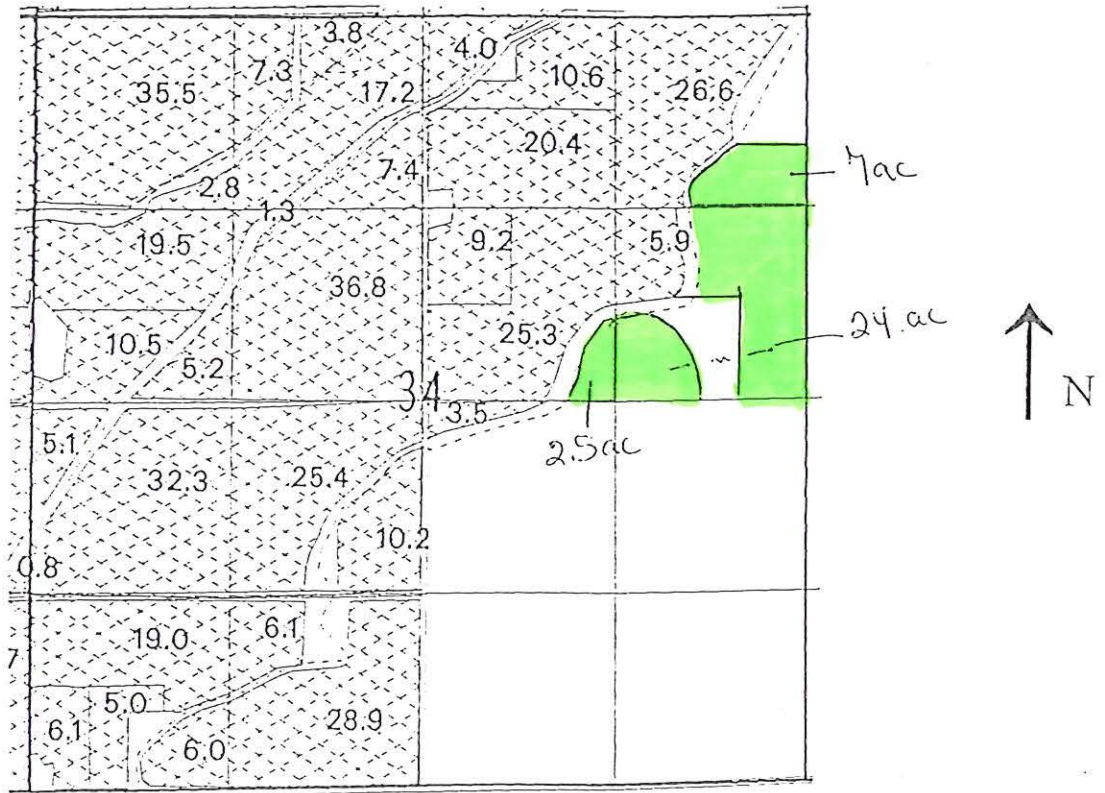
STANFIELD IRRIGATION DISTRICT TEMPORARY TRANSFER

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WATER RESOURCES DEPT
 SALEM OREGON

T. ___ N., R. ___ E., W.M.
Section ___



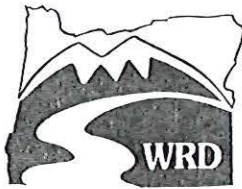
Total of 33.5 acres

Scale: 1 in. = 1320

“TO” LANDS

STANFIELD IRRIGATION DISTRICT TEMPORARY TRANSFER

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WATER RESOURCES DEPT
SALEM, OREGON



Oregon Water Resources Department
 721 Summer Street NE, Suite A
 Salem, OR 97301-1271

**OAR Chapter 690, Division 385
 District Permanent Transfer Application
 Place of Use**

District: Stanfield Irrigation District

Contact Person: Ray Kopacz Phone: 541-449-3272

Mailing Address: P O Box 416 Stanfield OR 97875

District Internal Transfer # D-2007 Rodriguez

I. Pursuant to ORS 540.580 and OAR Chapter 690, Division 385, the district proposes to change the place of use for the following water rights:

WATER RIGHTS			
PERMIT NUMBER	CERTIFICATE NUMBER	DECREE (name, volume, and page)	PRIMARY (P) or SUPP (S)
30789	76113	City Of Hermiston	P
	79440	City Of Hermiston	S

II. The point(s) of diversion for the water rights proposed for transfer are as follows:


POINT(S) OF DIVERSION / APPROPRIATION				
PERMIT	DECREE or CERTIFICATE	POD#	SOURCE	LOCATION - LEGAL DESCRIPTION
30789	76113	D-7	Umatilla River	Furnish Canal – 380' N 650' E From the center of Section 31
				SW ¼ SW ¼ Section 31 T 3N R 30 EWM

III. The district proposes to change the place of use from the authorized location listed in Table 1 to the location listed in Table 2.

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 WATER RESOURCES DEPT
 SALEM, OREGON

- IV. Enclosed is a map for each proposed change in place of use meeting the standards of OAR Chapter 690, Division 385.
- V. The water right proposed for transfer is a water right subject to transfer and has not been forfeited for nonuse under ORS 540.610.
- VI. Each user affected by the proposed transfer has provided written authorization for the transfer and such authorization is on file with the district.
- VII. Enclosed is the application fee in the amount of: _____.

I certify that the information contained in this district permanent transfer application is true and accurate.



Signature of District Manager
or Authorized Representative

6-25-2007
Date

RAY KOPACZ
Typed Name of District Manager
or Authorized Representative

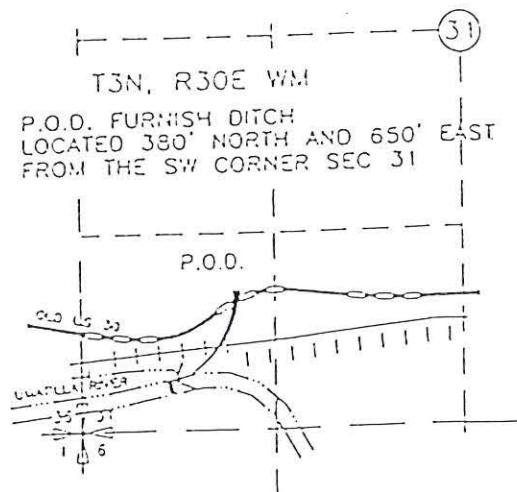
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WATER RESOURCES DEPT
SALEM, OREGON

NOTICE OF TRANSFER MAPS

COLOR CODE:

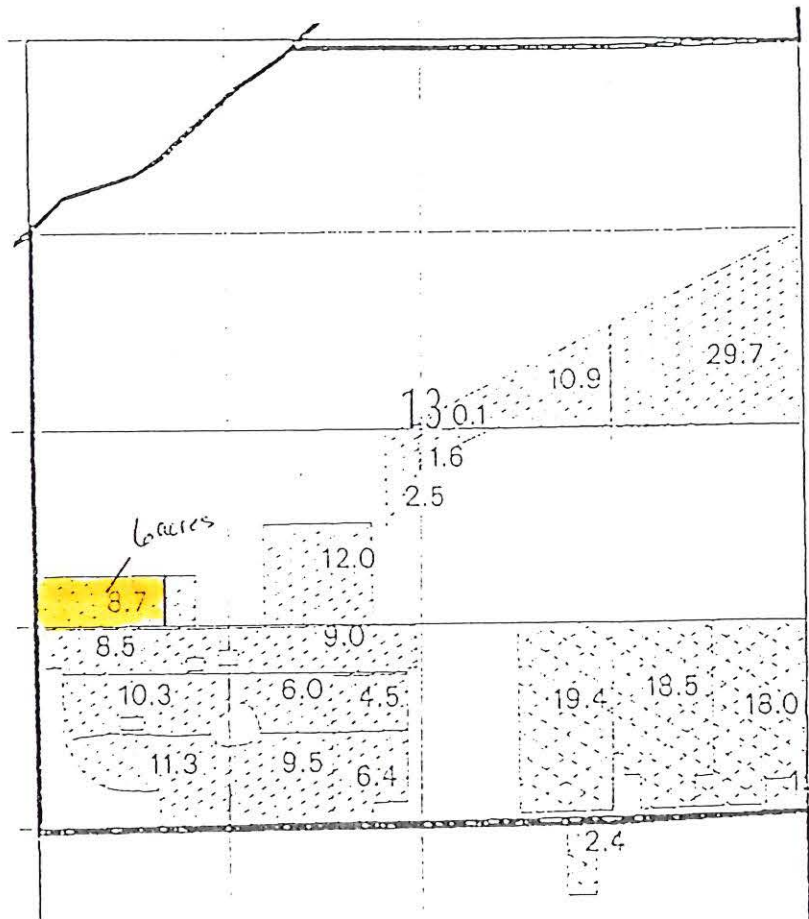
FROM ACRES: YELLOW 76113 (1965 Priority w/79440)

TO ACRES: GREEN 76113 (1965 Priority w/79440)



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WATER RESOURCES DEPT
SALEM, OREGON

T. 4 N., R. 28 E., W.M.
 Section 13



Scale: 1 in. = 1320

Total of 6 acres

“FROM” LANDS

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WATER RESOURCES DEPT
 SALEM, OREGON

STANFIELD IRRIGATION DISTRICT TEMPORARY TRANSFER

T. 4 N., R. 29 E., W.M.
Section 25



Total of 6 acres

Scale: 1 in. = 1320

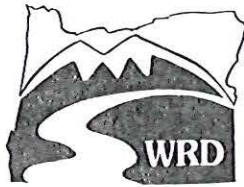
“TO” LANDS

STANFIELD IRRIGATION DISTRICT TEMPORARY TRANSFER

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Oregon Water Resources Department
 721 Summer Street NE, Suite A
 Salem, OR 97301-1271

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 WATER RESOURCES DEPT
 SALEM, OREGON

**OAR Chapter 690, Division 385
 District Permanent Transfer Application
 Place of Use**

District: Stanfield Irrigation District

Contact Person: Ray Kopacz Phone: 541-449-3272

Mailing Address: P O Box 416 Stanfield OR 97875

District Internal Notice #: E-2007 Walchli

I. Pursuant to ORS 540.580 and OAR Chapter 690, Division 385, the district proposes to change the place of use for the following water rights:

WATER RIGHTS			
PERMIT NUMBER	CERTIFICATE NUMBER	DECREE (name, volume, and page)	PRIMARY (P) or SUPP (S)
	79442	Umatilla River Decree V.3 P 233	P
7400	79440	McKay Reservoir	S

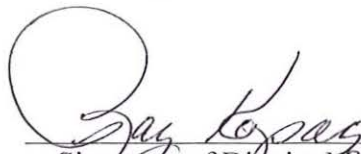
II. The point(s) of diversion for the water rights proposed for transfer are as follows:

POINT(S) OF DIVERSION / APPROPRIATION				
PERMIT	DECREE or CERTIFICATE	POD#	SOURCE	LOCATION - LEGAL DESCRIPTION
	79442		Umatilla River	Furnish Canal – 380' N 650 E From the corner of Section 31 SW1/4 SW ¼ Section 31 T 3N R 30 EWM

III. The district proposes to change the place of use from the authorized location listed in Table 1 to the location listed in Table 2.

- IV. Enclosed is a map for each proposed change in place of use meeting the standards of OAR Chapter 690, Division 385.
- V. The water right proposed for transfer is a water right subject to transfer and has not been forfeited for nonuse under ORS 540.610.
- VI. Each user affected by the proposed transfer has provided written authorization for the transfer and such authorization is on file with the district.
- VII. Enclosed is the application fee in the amount of: _____.

I certify that the information contained in this district permanent transfer application is true and accurate.



Signature of District Manager
or Authorized Representative

6-25-2007
Date

RAY KOPACZ
Typed Name of District Manager
or Authorized Representative

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WATER RESOURCES DEPT
SALEM, OREGON

Transfer Maps

Map Source:

Oregon State 3111 Map

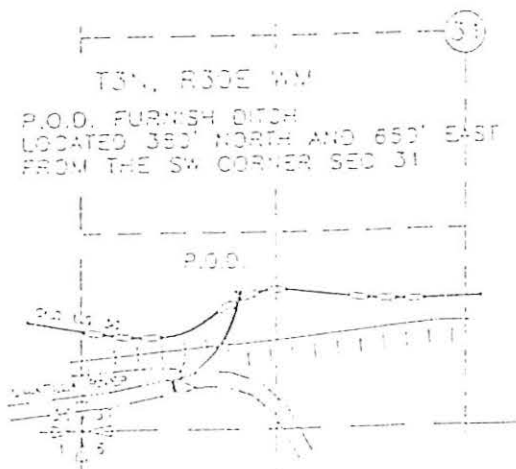
Color Codes:

From Acres: Green 79442 (1905 priority w/79440)

To Acres: Yellow 79442 (1905 priority w/79440)

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WATER RESOURCES DEPT
SALEM, OREGON

POD Map



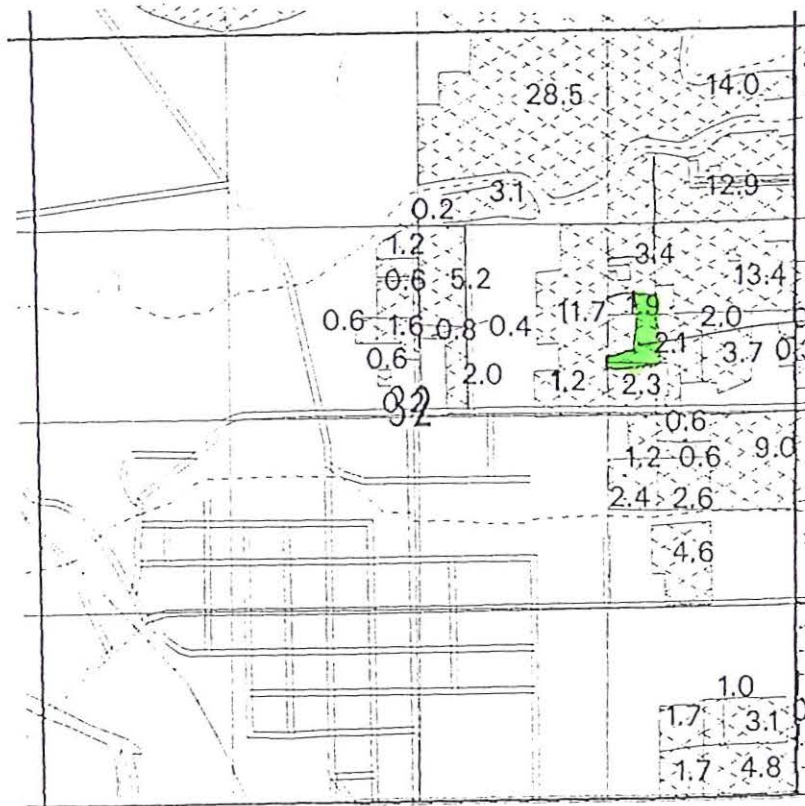
T. 4 N., R. 29 E., W.M.

Section 32

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JUL 02 2007

WATER RESOURCES DEPT
SALEM, OREGON



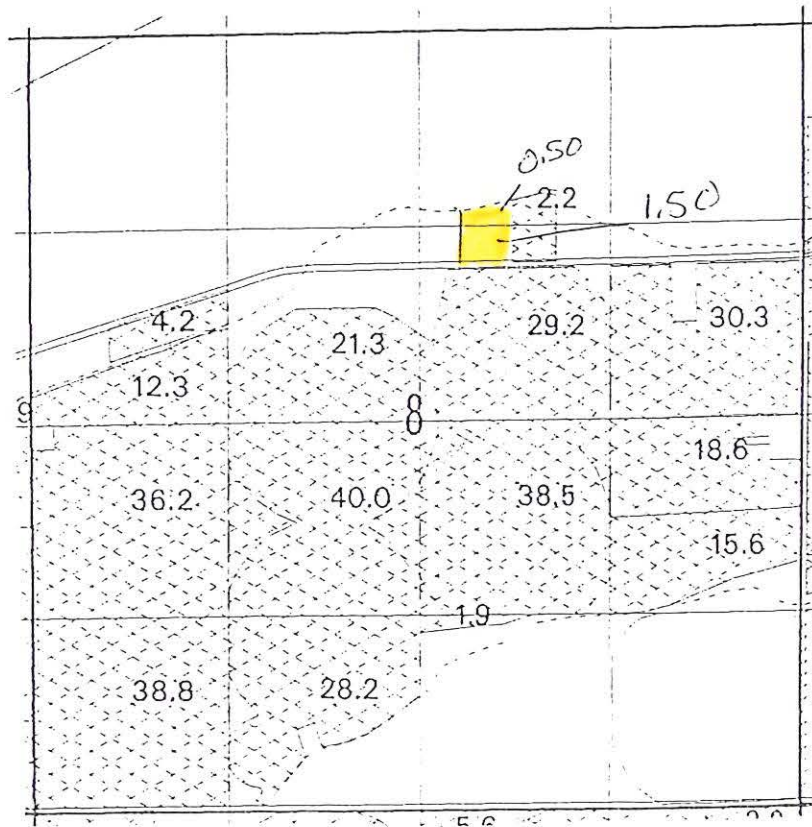
Scale: 1 in. = 1320'

“FROM” LANDS

STANFIELD IRRIGATION DISTRICT TEMPORARY TRANSFER

T. 4 N., R. 29 E., W.M.
Section 08

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WATER RESOURCES DEPT
SALEM, OREGON



Scale: 1 in. = 1320'

“TO” LANDS

STANFIELD IRRIGATION DISTRICT TEMPORARY TRANSFER



DEED OF RECONVEYANCE 2001-3940460 1 of 1

A. Pioneer Title Insurance Company, an Oregon corporation, herein "Trustee" is the trustee under the trust deed whose parties, date and recording information are as follows:

Grantor : Daniel Walchli & Karen Walchli
Original Trustee : Pioneer Title Company
Beneficiary : Banner Bank of Oregon
Dated : November 14, 2000
Recording Date : November 22, 2000
Recording Reference : Document No. 2000-3790146
County of Recording : Umatilla

RECEIVED
AUG 02 2001
UMATILLA COUNTY RECORDS

B. Trustee has received from the beneficiary under the above trust deed a written request to reconvey, reciting that the beneficiary is the holder of the obligations secured by the trust deed and that the obligations secured by the trust deed have been fully paid and preformed.

RECONVEYANCE

Trustee hereby grants, bargains, sells and conveys, but without any covenant or warranty, expressed or implied, to the persons legally entitled thereto, all of the right, title and interest under the above trust deed now held by Trustee in and to the property covered by the trust deed and more particularly described as follows:

Legal description as is described in above cited Trust Deed.

DATED: August 1, 2001. PIONEER TITLE COMPANY, trustee

By [Signature]
Harold D. Graymer, Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON, County of Umatilla) ss. On August 1, 2001. Personally appeared HAROLD D. GRAYMER who being duly sworn, did say that he is the SECRETARY of PIONEER TITLE COMPANY and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be his voluntary act and deed.

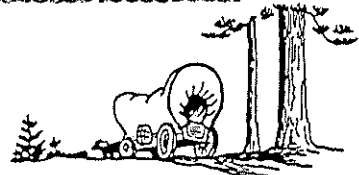
BEFORE ME: [Signature]



After recording return to :

Banner Bank
P O Box 1170
Hermiston OR 97838
Attn: Beth Earnest

PIONEER TITLE COMPANY
126 S.E. COURT AVENUE
P.O. BOX 128
PENDLETON, OREGON 97801



State of Oregon)
County of Umatilla)

This instrument was received and recorded on

08-02-01 at 10:45

in the record of document code type TD-DR

Location R394-0460
Document number 2001-3940460
Fee 26.00

Office of County Records

[Signature]
Records Officer

PIONEER TITLE CO. 45756
126 SE Court, Pend. OR. 97801 PJ

T 10432

TOWNSHIP 4 NORTH, RANGE 29 EAST, W.M.



SECTION 32



Legend

stan429final

Priority

-  1905
-  1965

cuts
unmatilla
McKay
 86202, 86204
 86203, 86205

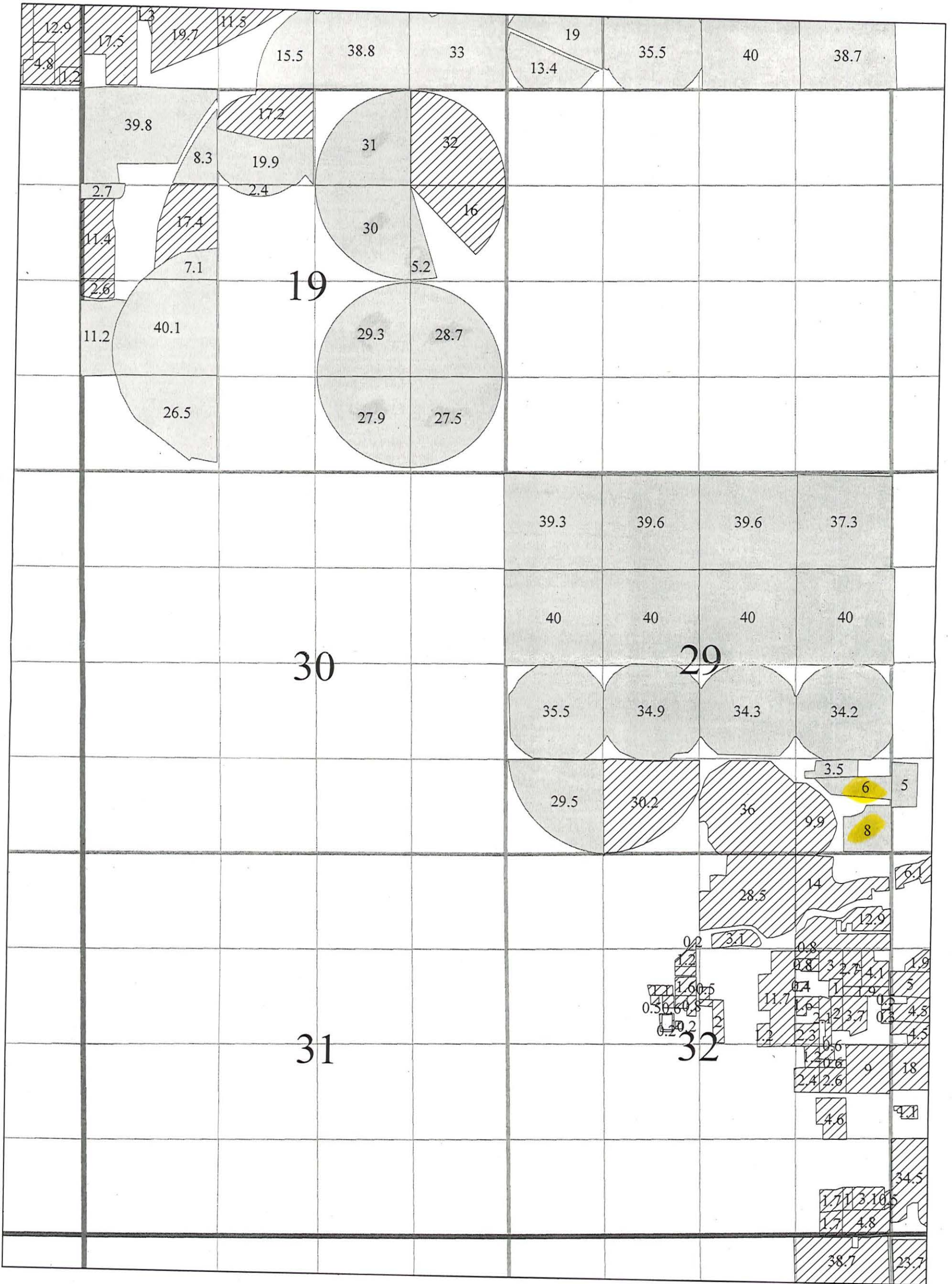
1 inch = 660 feet



T8397
 T8398
 T 10432

TOWNSHIP 4 NORTH, RANGE 29 EAST, W.M.



SECTIONS 19, 29, and 32



Legend

stan429final

Priority

-  1905
-  1965

Certs
Umatilla *McKay*
 86202 86204
 86203 86205

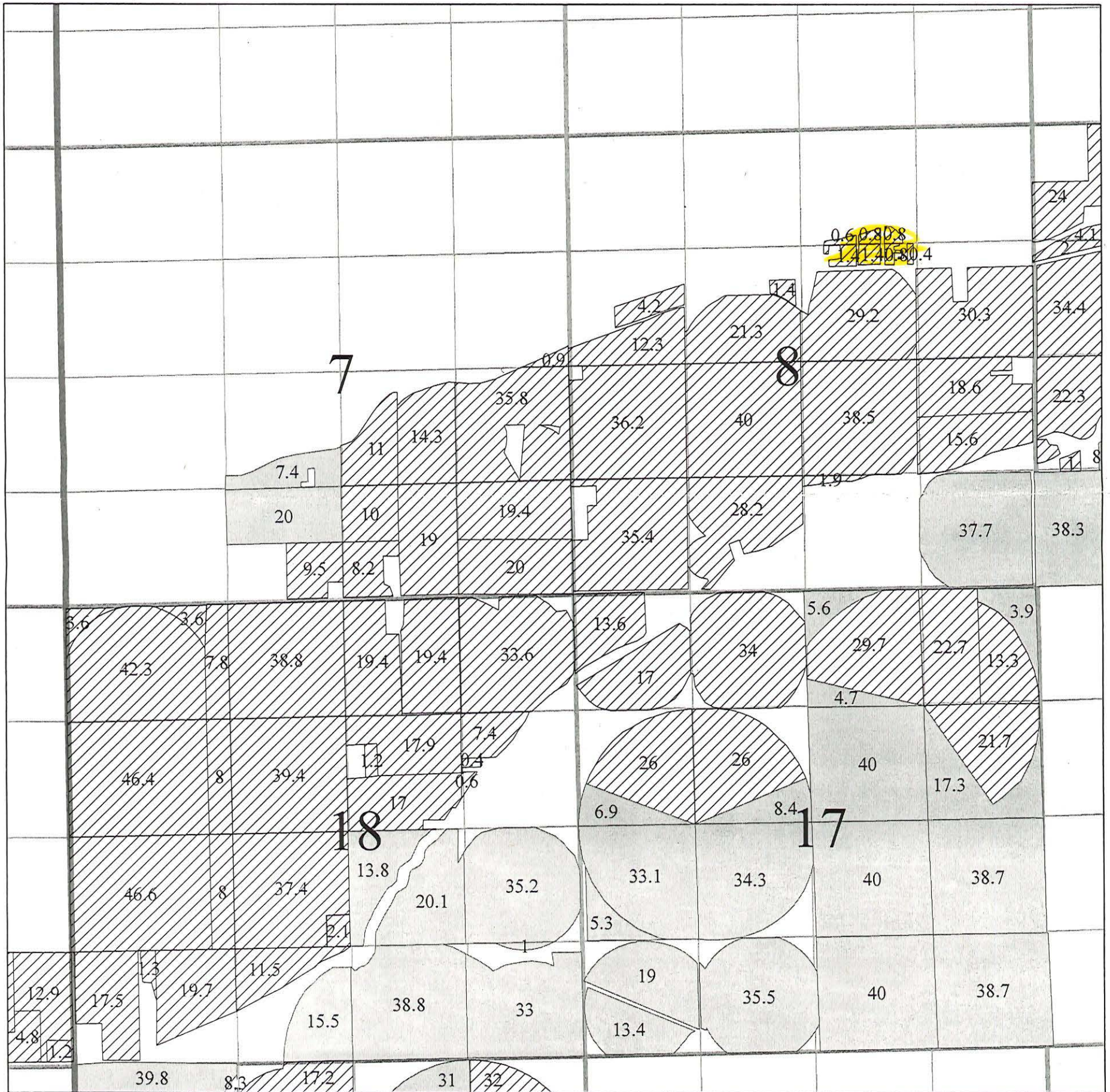
1 inch = 1320 feet



T 8560
 T 8397
 T 8398
 T 10432

TOWNSHIP 4 NORTH, RANGE 29 EAST, W.M.

SECTIONS 7, 8, 17, and 18



Legend

stan429final

Priority



cents
Donatille McKay
 86202 86204
 86203 86205

1 inch = 1320 feet



T 10252
 T 10432

TOWNSHIP 4 NORTH, RANGE 29 EAST, W.M.

SECTIONS 22, 27, 28, 33 and 34



Legend

stan429final

Priority



1905
1965

Cuts
Unsettled
86202
86203

McKay
86204
86205

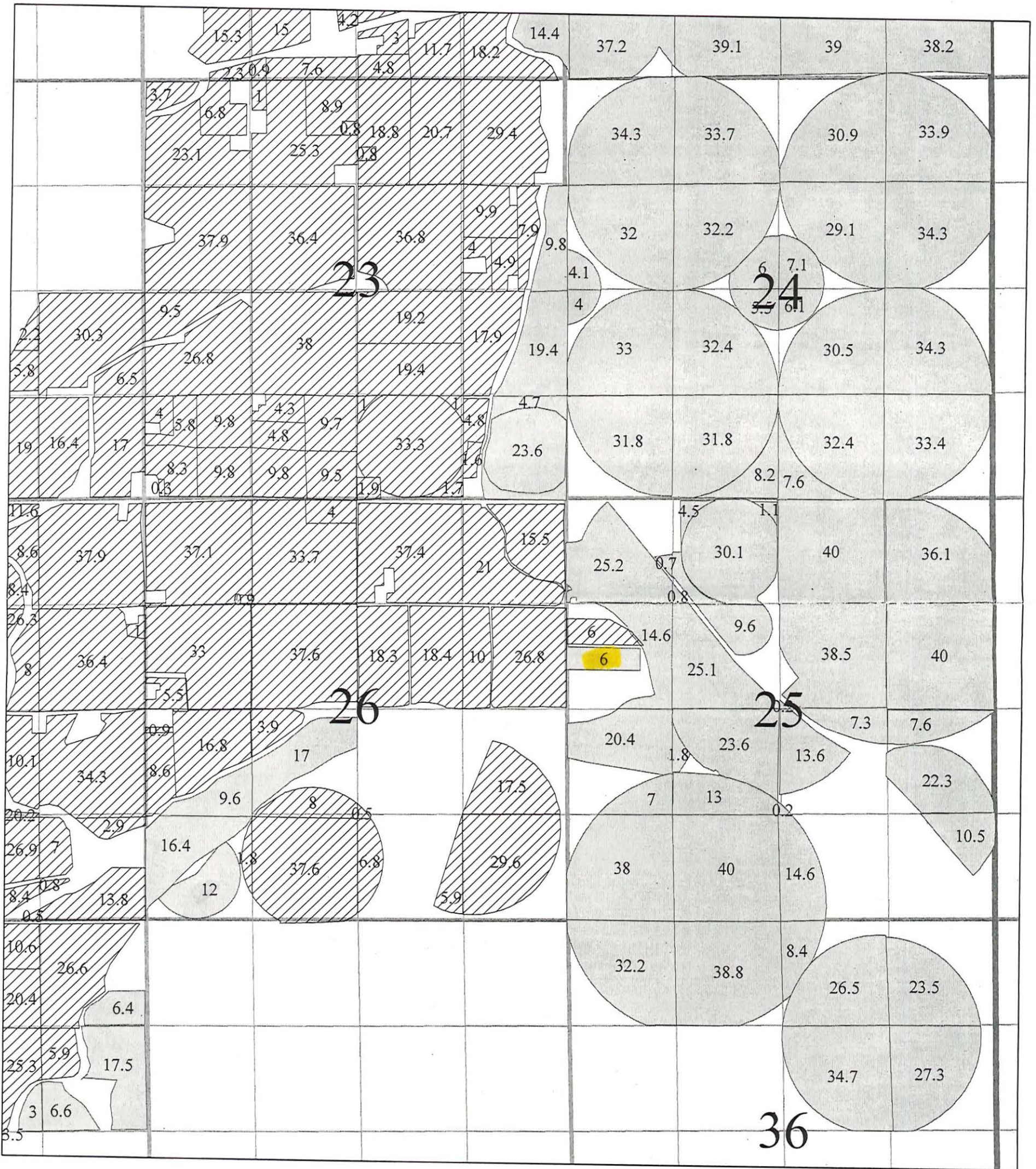
1 inch = 1320 feet



T104/32
T10690

TOWNSHIP 4 NORTH, RANGE 29 EAST, W.M.

SECTIONS 23, 24, 25, 26, and 36



Legend

stan429final

Priority



1905



1965

Cuts *McKay*
Ormetille
 86202, 86204
 86203, 86205

1 inch = 1320 feet

T 8898
 T 10252
 T 10432
 T 8429



2005 Color Flyover

4N 29E 29 SWSE

4N 29E 29 SESE

4N 29E 28 SWSW

4N 29E 32 NWNE

4N 29E 32 NENE

4N 29E 33 NWNW



