

contact Don Jacobs with questions

Application for a Permit to Use Ground Water



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

SECTION I: APPLICANT INFORMATION AND SIGNATURE

Applicant Information

NAME <i>JOE & JOYCE MCKAY</i>		PHONE (HM) <i>541-277-3422</i>	
PHONE (WK)	CELL <i>541-709-0428</i>	FAX	
ADDRESS <i>P.O. BOX 178</i>			
CITY <i>Juntura</i>	STATE <i>OR</i>	ZIP <i>97911</i>	E-MAIL

Organization Information

NAME <i>ARRIEN LAND & LIVESTOCK CORP</i>		PHONE <i>541-277-3422</i>	FAX
ADDRESS <i>P.O. BOX 178</i>		CELL <i>541-709-0428</i>	
CITY <i>Juntura</i>	STATE <i>OR</i>	ZIP <i>97911</i>	E-MAIL

Agent Information - The agent is authorized to represent the applicant in all matters relating to this application.

AGENT / BUSINESS NAME		PHONE	FAX
ADDRESS		CELL	
CITY	STATE	ZIP	E-MAIL

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Note: Attach multiple copies as needed

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WATER RESOURCES DEPT
SALEM, OREGON

By my signature below I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application.
- I cannot use water legally until the Water Resources Department issues a permit.
- Oregon law requires that a permit be issued before beginning construction of any proposed well, unless the use is exempt. Acceptance of this application does not guarantee a permit will be issued.
- If I get a permit, I must not waste water.
- If development of the water use is not according to the terms of the permit, the permit can be cancelled.
- The water use must be compatible with local comprehensive land-use plans.
- Even if the Department issues a permit, I may have to stop using water to allow senior water-right holders to get water to which they are entitled.

I (we) affirm that the information contained in this application is true and accurate.



Joe McKay
Applicant Signature

Joyce McKay
Applicant Signature

JOE MCKAY
Print Name and title if applicable

Joyce McKay
Print Name and title if applicable

6/16/10
Date

6/16/10
Date

For Department Use		
App. No. <i>6-1740</i>	Permit No. _____	Date _____

SECTION 2: PROPERTY OWNERSHIP

Please indicate if you own all the lands associated with the project from which the water is to be diverted, conveyed, and used.

- Yes
 - There are no encumbrances.
 - This land is encumbered by easements, rights of way, roads or other encumbrances.
- No
 - I have a recorded easement or written authorization permitting access.
 - I do not currently have written authorization or easement permitting access.
 - Written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigation and/or domestic use only (ORS 274.040).
 - Water is to be diverted, conveyed, and/or used only on federal lands.

List the names and mailing addresses of all affected landowners (attach additional sheets if necessary).

Northwest Farm Credit Services
Ontario, Oregon
Phone # 541-823-2660

SECTION 3: WELL DEVELOPMENT

WELL NO.	NAME OF NEAREST SURFACE WATER	IF LESS THAN 1 MILE:	
		DISTANCE TO NEAREST SURFACE WATER	ELEVATION CHANGE BETWEEN NEAREST SURFACE WATER AND WELL HEAD
1	Shamway Reservoir	3,590'	35'
2	Shamway Reservoir	1,100'	20'

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Please provide any information for your existing or proposed well(s) that you believe may be helpful in evaluating your application. For existing wells, describe any previous alteration(s) or repair(s) not documented in the attached well log or other materials (attach additional sheets if necessary).

SEE WELL LOG AND PUMP TEST FOR WELL #1

SECTION 3: WELL DEVELOPMENT, CONTINUED

Source (aquifer), if known: SEE WELL LOG FOR #1 WELL

Total maximum rate requested: 3 ACRE FT. PER ACRE (each well will be evaluated at the maximum rate unless you indicate well-specific rates and annual volumes in the table below).

04715

Complete the table below. If this is an existing well, the following information may be found on the applicable well log. (If a well log is available, please submit it in addition to completing the table.) If this is a proposed well, or well-modification, consider consulting with a licensed well driller, geologist, or certified water right examiner.

OWNER'S WELL NAME OR NO.	PROPOSED	EXISTING	WELL ID (WELL TAG) NO.* OR WELL LOG ID**	FLOWING ARTESIAN	CASING DIAMETER	CASING INTERVALS (IN FEET)	PERFORATED OR SCREENED INTERVALS (IN FEET)	SEAL INTERVALS (IN FEET)	MOST RECENT STATIC WATER LEVEL & DATE (IN FEET)	PROPOSED USE			
										SOURCE AQUIFER***	TOTAL WELL DEPTH	WELL-SPECIFIC RATE (GPM)	ANNUAL VOLUME (ACRE-FEET)
1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L-98097	<input type="checkbox"/>		SEE WELL	LOG				200'	600	569
2	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	16"			0-50'			250'	750	569
	<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"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									

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* Licensed drillers are required to attach a Department-supplied Well Tag, with a unique Well ID or Well Tag Number to all new or newly altered wells. Landowners can request a Well ID for existing wells that do not have one. The Well ID is intended to serve as a unique identification number for each well.
 ** A well log ID (e.g. MARI 1234) is assigned by the Department to each log in the agency's well log database. A separate well log is required for each subsequent alteration of the well.
 *** Source aquifer examples: Troutdale Formation, gravel and sand, alluvium, basalt, bedrock, etc.

SECTION 4: WATER USE

USE	PERIOD OF USE	ANNUAL VOLUME (ACRE-FEET)
irrigation	March 1 st - Oct 31 st	1,137
storage	Nov. 1 st - Feb 28 th	590

Exempt Uses: Please note that 15,000 gallons per day for single or group domestic purposes and 5,000 gallons per day for a single industrial or commercial purpose are exempt from permitting requirements.

For irrigation use only:

Please indicate the number of primary and supplemental acres to be irrigated (*must match map*).

Primary: _____ Acres Supplemental: 379 Acres

List the Permit or Certificate number of the underlying primary water right(s): Cert. # 7946

Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 4,137

- If the use is **municipal or quasi-municipal**, attach Form M
- If the use is **domestic**, indicate the number of households: _____
- If the use is **mining**, describe what is being mined and the method(s) of extraction: _____

SECTION 5: WATER MANAGEMENT

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A. Diversion and Conveyance

What equipment will you use to pump water from your well(s)?

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Pump (give horsepower and type): 40 hp submersible

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Other means (describe): _____

Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water. PIPE WATER FROM WELLS TO RESERVOIRS.

GRAVITY FLOW THROUGH OPEN DITCH TO IRRIGATE WITH

B. Application Method

What equipment and method of application will be used? (e.g., drip, wheel line, high-pressure sprinkler)

Flood irrigation

C. Conservation

Please describe why the amount of water requested is needed and measures you propose to: prevent waste; measure the amount of water diverted; prevent damage to aquatic life and riparian habitat; prevent the discharge of contaminated water to a surface stream; prevent adverse impact to public uses of affected surface waters.

SECTION 6: STORAGE OF GROUND WATER IN A RESERVOIR

If you would like to store ground water in a reservoir, complete this section (if more than one reservoir, reproduce this section for each reservoir).

Reservoir name: SHUMWAY (EXISTING) Acreage inundated by reservoir: 82.3

Use(s): stock & irrigation

Volume of Reservoir (acre-feet): 590 Dam height (feet, if excavated, write "zero"): 15'

Note: If the dam height is greater than or equal to 10.0' above land surface AND the reservoir will store 9.2 acre feet or more, engineered plans and specifications must be approved prior to storage of water.

SECTION 7: USE OF STORED GROUND WATER FROM THE RESERVOIR

If you would like to use stored ground water from the reservoir, complete this section (if more than one reservoir, reproduce this section for each reservoir).

Annual volume (acre-feet): 590

USE OF STORED GROUND WATER	PERIOD OF USE
<u>irrigation</u>	<u>MARCH 1ST - OCT 31ST</u>
<u>STORAGE</u>	<u>NOV - 1ST - FEB 28TH</u>

SECTION 8: PROJECT SCHEDULE

Date construction will begin: JUNE 1ST 2010

Date construction will be completed: MARCH 1ST 2011

Date beneficial water use will begin: MARCH 1ST 2011

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SECTION 9: REMARKS

Use this space to clarify any information you have provided in the application (attach additional sheets if necessary).

Oregon Water Resources Department

FORM I
FOR IRRIGATION USE

1. Please indicate whether you are requesting a primary or supplemental water right, as well as the number of acres that will be irrigated for each type. The acreages must match those shown on the map submitted with your application.

- Primary: Acres
Supplemental: 379 Acres (supplemental irrigation can be used only when the primary right is not available, and must match the season of the primary right)

List the permit or certificate number of the primary water right that underlies each supplemental right.

Table with 2 columns: Circle one, Season Allowed. Row 1: Permit/Certificate # 7946, March 1 - October 31. Rows 2-4: Empty permit/certificate numbers and blank season allowed fields.

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

1,137 acre-feet (typically 2.5 or 3.0 acre-feet per acre)
(1 acre-foot equals 12 inches of water spread over 1 acre, or 43,560 cubic feet, or 325,851 gallons)

3. For Limited License applications proposing to use water for irrigation. If for use of stored water, a limited license may be issued for up to one year with a valid contract for stored water per ORS 537.143(9). A limited license may also be issued for irrigation from live flow or groundwater, if the sole purpose is to establish a crop for which no further irrigation will be required after the crop is established per ORS 537.143(6)(a). Please describe the proposed project and indicate if stored water, live flow, or groundwater is to be used. When irrigation is needed to establish a crop, you must justify why more than one year is required.

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WATER RESOURCES DEPT
SALEM, OREGON
Last revision August 4, 2009

MALH 53484

STATE OF OREGON
WATER SUPPLY WELL REPORT
(as required by ORS 537.765 & OAR 690-205-0210)

MALH 53484

WELL LABEL # 48097

START CARD # 199653

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

(1) LAND OWNER Owner Well I.D. _____
First Name Joni Last Name McKay
Company _____
Address PO Box 187
City JUNTLER State OR Zip 97911

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

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

(4) PROPOSED USE Domestic Irrigation Community
 Industrial/Commercial Livestock Dewatering Injection
 Thermal Other _____

(5) BORE HOLE CONSTRUCTION Special Standard: Yes (attach copy)
Depth of Completed Well 200 ft.

BORE HOLE			SEAL			
Dia	From	To	Material	From	To	Amount Scks/lbs
16"	0	83	BENTONITE	0	50	52 Scks
12"	83	200				

How was seal placed: Method A B C D E
 Other POURED DRY
Backfill placed from 50 ft. to 74 ft. Material BENTONITE
Filter pack from _____ ft. to _____ ft. Material _____ Size _____
Explosives used: Yes Type _____ Amount _____

(6) CASING/LINER

Casing/Liner	Dia	+	From	To	Gauge	Steel	Plastic	Welded	Thrd
✓	12"	+	2	83	250	✓		✓	

Shoe Inside Outside Other Location of shoe(s) _____
Temporary casing Yes Diameter _____ From _____ To _____

(7) PERFORATIONS/SCREENS

Perforations Method _____
Screens Type _____ Material _____

Perf	Scr	Csg	Linr	Screen Dia	From	To	Screen/slot width	Slot length	# of slots	Tele/pipe size

(8) WELL TESTS: Minimum testing time is 1 hour
 Pump Bailor Air Flowing Artesian
Yield gal/min 300 Drawdown _____ Drill stem/Pump depth 180' Duration (hr) 1 1/2

Temperature 50 °F Lab analysis Yes By _____
Water quality concerns? **RECEIVED RECEIVED**
From _____ To _____ Description _____ Amount _____ Units _____
MAR 9 2009 FEB 05 2009

(9) LOCATION OF WELL (legal description) 39E
County MALHEUR Twp 23 N of S Range 24 W W.M.
Sec 20 SE 1/4 of the SW 1/4 Tax Lot 4002
Tax Map Number _____ Lot _____
Lat _____ " or _____ DMS or DD
Long _____ " or _____ DMS or DD
Street Address of Well (or nearest address) SHUMWAY RD.

(10) STATIC WATER LEVEL

	Date	SWL (psi)	+	SWL (ft)
Existing Well/Predeepening				
Completed Well	<u>2-02-09</u>			<u>-53'</u>

Flowing Artesian? Yes Dry Hole? Yes

WATER BEARING ZONES Depth water was first found 70'

SWL Date	From	To	Est Flow	SWL (psi)	+	SWL (ft)
<u>2-02-09</u>	<u>70</u>	<u>200</u>	<u>300+</u>			<u>-53</u>

(11) WELL LOG Ground Elevation _____

Material	From	To
DARK GRAY CLAY	0	6
LIGHT GRAY CLAY	6	12
BROWN CLAY	12	31
GRAY SANDSTONE	31	68
BROKEN GRAY ROCK	68	104
LAYERS OF RED SANDSTONE	104	187
ROCK CONGLOMERATE	187	200
BROKEN BASALT - HARD	187	200

BROKEN ROCK FROM 74 TO 83
HOLE WOULD NOT STAY OPEN
PAST 74'

Date Started 1-26-09 Completed 1-30-09

(unbonded) Water Well Constructor Certification
I certify that the work I performed on the construction, deepening, 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.
License Number _____ Date _____
Signed _____

(bonded) Water Well Constructor Certification
I accept responsibility for the construction, deepening, 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.
License Number 1355 Date 2-02-09
Signed Arthur J. Jay
Contact Info. (optional) _____

WATER RESOURCES DEPT. SALEM, OREGON
THIS REPORT IS THE PROPERTY OF THE WATER RESOURCES DEPARTMENT AND IS TO BE RETURNED WITHIN 30 DAYS OF COMPLETION OF WORK 10/16/2006
JUN 21 2010

G-17401

WATER RESOURCES DEPT
SALEM, OREGON

Land Use Information Form



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

JOE - Joyce McKay

Applicant: Arthur Land & Livestock by Pres. JOE McKay
First Last

Mailing Address: P.O. Box 187

Juntura Ore. 97911 Daytime Phone: 541-297-3422
City State Zip

A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), and/or used or developed. Applicants for municipal use, or irrigation uses within irrigation districts may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Township	Range	Section	¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
235	39E	19				<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	
		20				<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	
		29				<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	
		30				<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	
235	38E	26				<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	

List all counties and cities where water is proposed to be diverted, conveyed, and/or used or developed:

Malheur County

B. Description of Proposed Use

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

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

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

Estimated quantity of water needed: 2,125 cubic feet per second
 gallons per minute
 acre-feet

Intended use of water: Irrigation
 Commercial
 Industrial
 Domestic for _____ household(s)
 Municipal
 Quasi-Municipal
 Instream
 Other _____

Briefly describe:

Primary & supplemental irrigation & storage

Note to applicant: If the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt at the bottom of the next page and include it with the application filed with the Water Resources Department.

See bottom of Page 3. →

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For Local Government Use Only

The following section must be completed by a planning official from each county and city listed unless the project will be located entirely within the city limits. In that case, only the city planning agency must complete this form. This deals only with the local land-use plan. Do not include approval for activities such as building or grading permits.

Please check the appropriate box below and provide the requested information

- Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): MCC Chap 6, Title 3
- Land uses to be served by the proposed water uses (including proposed construction) involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.) If approvals have been obtained but all appeal periods have not ended, check "Being pursued."

Type of Land-Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land-Use Approval:	
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued

Local governments are invited to express special land-use concerns or make recommendations to the Water Resources Department regarding this proposed use of water below, or on a separate sheet.

Name: Jon D Beal Title: Planning Div.
 Signature: Jon D Beal Phone: 591-473-5185 Date: 5-25-10
 Government Entity: Malheur Co.

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

Receipt for Request for Land Use Information

Applicant name: _____
 City or County: _____ Staff contact: _____
 Signature: _____ Phone: _____

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 WATER RESOURCES DEPT
 SALEM, OREGON

G-17401



503-986-0804 T

Attention: Herb Date: 6-23-10
 Company: DR Dept. H2O Resources Pages: 8
 Fax No: 503-986-0901 From: Jane L. Reeves (janer@ameri-title.com)
 Re: File # G-17401 Escrow No: _____
Joe & Joyce McKay / Arrien Land & Livestock Corp.

<input type="checkbox"/> Urgent	<input checked="" type="checkbox"/> As Requested	<input checked="" type="checkbox"/> For Review	<input type="checkbox"/> Please Reply
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G-17401

Inst. No. 2010-2550

I certify that the within instrument of writing was received for record on the 28 day of April, 2010 at 2:19 O'clock P.M. FEE 72.00

STATE OF OREGON, County of Malheur

DEBORAH R. DeLONG
County Clerk

By: Sheryl Childs Deputy

INSTRUMENT NO. 2010 -2550
Page 1 of 2 Pages

MALHEUR FEDERAL CREDIT UNION

Mortgagor(s):
ARRIEN LAND & LIVESTOCK CORPORATION
PO BOX 187
JENTURA, OR 979111

AFTER RECORDING RETURN TO:
Mortgagee(s):
Malheur Federal Credit Union
c/o Pacific Intermountain Mortgage Co.
2420 Main St.
Baker City, OR 97814

REAL ESTATE MORTGAGE

THIS MORTGAGE is made and entered into by ARRIEN LAND & LIVESTOCK CORPORATION, at Jentura, Oregon, herein called mortgagor, and Malheur Federal Credit Union, C/O Pacific Intermountain Mortgage Company, 2420 Main Street, Baker City, Oregon 97814, herein called mortgagee.

Mortgagors in consideration of ~~the sum of \$100,000.00~~ (the sum of \$100,000.00) paid to mortgagor does hereby grant, bargain, sell and convey unto Malheur Federal Credit Union, mortgagee and mortgagee's successors and assigns, that real property situated in Malheur County, State of Oregon, described on Exhibit "A-2", attached hereto and by this reference made a part hereof, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon the premises at the time of the execution of the mortgage or at any time during the term of this mortgage.

TO HAVE AND TO HOLD the premises with the appurtenances unto mortgagee and mortgagee's personal representative, successors and assigns forever.

This mortgage is intended to secure the payment of a promissory note dated March 19, 2010, in the principal amount of \$100,000.00 with the due date of the final installment being January 1, 2030.

The mortgagor warrants that the proceeds of the loan represented by the Note and this mortgage are (line out whichever is not applicable):

- (a) ~~primarily for mortgagor's personal, family or household purposes; or~~
- (b) for an organization or (even if mortgagor is a natural person) for business or commercial purposes.

This mortgage is further conditional upon the faithful observance by the mortgagor of the following Articles of covenants hereby expressly entered into by the mortgagor, to-wit:

ARTICLE I

MORTGAGOR FURTHER AGREES THAT THE LOAN SECURED BY THIS INSTRUMENT WILL BE IN DEFAULT SHOULD ANY LOAN PROCEEDS BE USED FOR A PURPOSE THAT WILL CONTRIBUTE TO EXCESSIVE EROSION OF HIGHLY ERODIBLE LAND OR TO THE CONVERSION OF WETLAND TO PRODUCE OR TO MAKE POSSIBLE THE PRODUCTION OF AN AGRICULTURAL COMMODITY, SUBJECT TO 7 CFR PART 1940, SUBPART G, EXHIBIT M.

ARTICLE II

HAZARDOUS SUBSTANCES: Notwithstanding any provision in the Mortgages or any other Loan Document, the provisions of this Article shall not be secured by the Mortgages and shall survive termination of this Mortgage, repayment of the Loan, and foreclosure of the Mortgages or similar proceedings.

(1) Definition of Hazardous Substance: For purposes of this Agreement, a "Hazardous Substance" is defined to mean any substance, material or waste, including asbestos and petroleum (including crude oil or any fraction thereof), which is or becomes designated, classified or regulated as "toxic", "hazardous", a

Gr-1740

INSTRUMENT NO. 2010 - 2550
Page 2 of 2 Pages

"pollutant" or similar designation under any federal, state or local law, regulation or ordinance.

(2) **Indemnity regarding Hazardous Substances:** Mortgagor agrees to indemnify, defend with counsel acceptable to Lender, and hold Lender, its parent and affiliated companies, and their respective officers, directors, employees and agents, harmless from and against all actual or threatened liabilities, claims, actions, damages (including foreseeable fees) and losses directly or indirectly arising out of or resulting from the presence of any Hazardous Substance in or around any part of the Properties or in the soil or groundwater under the Properties, including (a) any expenses incurred in connection with any reasonably necessary investigation of site conditions or any clean-up, remedial, removal or restoration work, and (b) any resulting damages or injuries to the person or property of any third parties or to any natural resources. In addition, Mortgagor shall similarly indemnify, defend and hold harmless any persons purchasing the Properties through a foreclosure sale or following a foreclosure sale, and any persons purchasing the Loan or any portion of or interest in it.

(3) **Representation and Warranty:** Before signing this Agreement, Mortgagor researched and inquired into the previous, current and contemplated uses and ownership of the Properties. Based on that due diligence, Mortgagor represents and warrants that, to the best of his knowledge, no Hazardous Substance has been or will be disposed of, released onto or otherwise exists in, on, or under the Properties, except as Mortgagor has disclosed to Lender in writing.

(4) **Compliance with Law, Notices:** Mortgagor has complied, and shall comply and cause all occupants of the Properties to comply, with all laws, regulations and ordinances governing or applicable to Hazardous Substances as well as the recommendations of any qualified environmental engineer or other expert. Mortgagor shall promptly notify Lender if he/she/they know(s) or suspects there may be any Hazardous Substance in or around the Properties, or in the soil or groundwater under the Properties, or if any action or investigation by any governmental agency or third party pertaining to Hazardous Substances is pending or threatened.

(5) **Site Visits:** Mortgagor shall allow Lender access to the Properties at any reasonable time for the purposes of performing an appraisal, inspecting the Properties, taking soil or groundwater samples, and conducting tests, among other things, to investigate for the presence of Hazardous Substances, as defined in Article V. Such appraisals, inspections and audits shall be at the Lender's expense except if Lender performs such appraisals, inspections or audits after the occurrence of an Event of a Default as in hereinafter defined. Lender is under no duty to visit or observe the Properties. Any site visit, observation or examination by Lender shall be solely for the purpose of protecting Lender's security and preserving Lender's rights under the Loan Documents. Lender owes no duty of care to protect Mortgagor or any other party against, or to inform Mortgagor or any other party of, any adverse condition affecting the Properties, including any defects in the design or construction of any improvements on the Properties or the presence of any Hazardous Substances on the Properties.

ARTICLE III

(1) Mortgagor is lawfully seized of the premises and now has a valid and unencumbered fee simple title thereto, except easements and rights of way of record and mortgagor will warrant and defend said title against the claims and demands of all persons.

(2) Mortgagor will pay the promissory note(s) and all installments of interest thereon promptly as the same become due, according to the tenor of the note(s). The final due date for payment of principal and interest of the promissory note is January 1, 2030.

(3) So long as this mortgage remains in force, mortgagor will pay all taxes, assessments, and other charges of every nature levied or assessed upon or against the premises when due and payable, according to law, and before the same becomes delinquent, and will also pay all taxes levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanics' liens or other encumbrances that, by operation of law or otherwise, become a lien upon the mortgaged premises superior to the lien of this mortgage.

REAL ESTATE MORTGAGE - Page 2

G-1740

INSTRUMENT NO. 2010-2550
Page 3 of 7 Pages

(4) Mortgagor will keep the improvements (including but not limited to the dwelling, other outbuildings, fences, attached irrigation equipment) erected on the premises in good order and repair and will not commit or suffer any waste of the premises. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee and will pay for filing the same in the proper public office(s), as well as the cost of any lien search made by filing officers or searching agencies as may be deemed desirable by the mortgagee. Mortgagor will not make any changes in or alterations to the improvements on the mortgaged premises which will materially decrease the value of the same.

(5) This mortgage covers all water rights and ditch rights and mortgagor agrees that mortgagor will put to beneficial use all waters and maintain said water rights and not allow any water rights to be abandoned.

(6) Mortgagor agrees that mortgagee or it's agents, successors or assigns and their agents may at all reasonable times inspect the property to ascertain whether the covenants and agreements contained herein are being performed. Said inspections will be on at least an annual basis.

(7) So long as this mortgage shall remain in force, mortgagor will keep the buildings now erected, or any which may hereafter be erected on the premises, insured against loss or damage by fire, with extended coverage, to the extent of the contributory value on the primary dwelling and the remaining outbuildings in some company or companies acceptable to the mortgagee and for the benefit of both parties hereto as their interests may appear, and will deliver all the policies and renewals thereof to the mortgagee.

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

NOW THEREFORE, if the mortgagor shall pay the promissory note(s) and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise it shall remain in full force and virtue as a mortgage to secure the payment of the promissory note(s) in accordance with the terms thereof and the performance of the covenants and agreements herein contained. Any failure to make any of the payments provided for in the note(s) or this mortgage when the same shall become due or payable, or to perform any agreement herein contained, shall give to the mortgagee the option to declare the whole amount due on the note(s), or unpaid thereon or on this mortgage, at once due and payable, and this mortgage by reason thereof may be foreclosed at any time thereafter. If the mortgagor shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the mortgagee shall have the option to pay the same. Any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at the same rate as the note(s) without waiver, however, of any right arising from breach of any of the covenants herein. Time is of the essence with respect to all sums due hereunder, and the promissory note(s).

In case a suit or action is brought to foreclose this mortgage, the court may, upon motion of the holder of the mortgage, without respect to the condition of the property, appoint a receiver to collect the rents and profits arising out of the premises and direct the receiver to apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses of the receivership, including a reasonable charge for attorney fees.

In the event any suit or action to foreclose this mortgage is commenced, the losing party therein agrees to pay the attorney fees, costs and disbursements of the prevailing party, including statutory costs and

REAL ESTATE MORTGAGE - Page 3

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disbursements and costs of title report(s) and /or title search. If any appeal is taken from any judgment or decree entered pursuant to such suit or action, the losing party on appeal therein promises to pay the attorney fees, costs and disbursements, including all statutory costs and disbursements, of the prevailing party. To the extent permitted by law, all such sums shall be and are secured by the lien of this mortgage and shall be included in the judgment or decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to, inure to the benefit of, and bind the personal representatives, successor and/or assigns of the mortgagor and of the mortgagee respectively.

In construing this mortgage and related note(s), it is understood that the mortgagor or mortgagee may be more than one person. If the context so requires, the singular shall be taken to mean and include the plural. Generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

All covenants and provisions of this mortgage shall bind the successors and assigns of mortgagor and shall inure to the benefit of successors and assigns of mortgagee, provided however mortgagor understands that a sale or other transfer of the mortgaged premises or any part thereof, without prior written consent of mortgagee, shall constitute a default of this mortgage.

IN WITNESS WHEREOF, the mortgagor has executed this instrument. If the mortgagor is a corporation, it has caused it's name to be signed and it's seal, if any, affixed by an officer or other person duly authorized to do so by order of it's board of directors.

ARRIEN LAND & LIVESTOCK CORPORATION:

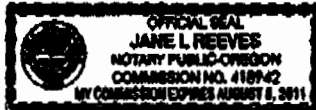
Joseph B. McKay
JOSEPH B. MCKAY, President
Joyce E. McKay
JOYCE E. MCKAY, Secretary

STATE OF OREGON
County of *Malheur*

On this 25th day of March, 2010, before me, a Notary Public in and for the said state, personally appeared Joseph B. McKay and Joyce E. McKay as members of Arrien Land & Livestock Corporation, known or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument and acknowledged to me that they executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this first above written.

Jane L. Reeves
Notary Public for Oregon
My commission expires: 8-8-11



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 Page 5 of 7 Pages

Exhibit "A-2"

Land in JUNTURA ACREAGE TRACTS, Malheur County Oregon, according to the Official Plat thereof, as follows:

Tracts 10 thru 17, inclusive,

EXCEPTING THEREFROM the following parcel:

Beginning at a point in the SE1/4 SE1/4 of Sec. 17, Twp. 21 S., R. 38 E., W.M. on the Northwestly right of way boundary of US Highway No. 20 and N. 39 degrees 33 1/2' E., 286.9 feet of the Intersection of said highway boundary and the Northeastly city limits of Juntura;

Thence N. 88 degrees 50' W., 195.8 feet;

Thence N. 17 degrees 35' W., 362.5 feet;

Thence N. 5 degrees W., 745.6 feet;

Thence N. 25 degrees 12' W., apprx 330 feet to the North boundary of the NE1/4 SE1/4 of said Sec. 17; thence East 665.2 feet to the Northeast corner of tract 12;

Thence South, coincident with the section line common to secs 16 and 17 to the said Highway right of way boundary;

Thence S. 39 degrees 33 1/2' W., to the Point of Beginning

ALSO EXCEPTING THAT PORTION OF tract 17 owned by Idaho Power Co. being 50 feet x 100 feet and designated.

Tracts 59, 60, 69 thru 73, inclusive.

Tracts 80 thru 86, inclusive and that portion of Tracts 87, 88 and 93 lying West of the centerline of Allen Lane with said centerline being described as follows:

Commencing at the most Southerly corner of Block 29 in Town of Juntura (aka Southwest corner);

Thence S. 38 degrees 43' W., 383 feet;

Thence S. 51 degrees 17' E., 330 feet to a point on the centerline of Allen Lane and the South railroad right of way and Point of Beginning;

Thence S. 34 degrees 03' E., 97 feet;

Thence S. 12 degrees 38' E., to the east and West midsection line of Sec. 20, Twp. 21 S., R. 38 E., W.M. Subject to Allen Lane right of way.

Tracts 94 thru 127, inclusive.

(Continued)

G-17401

INSTRUMENT NO. 2010 - 2550
 Page 6 of 7 Pages

ALSO that portion of tracts 43, 56, 57, 58, 74 and 79 lying South and East of the following described line:

Commencing at the Southwest corner of the City Limits of Juntura;
 Thence S. 59 degrees 55' W., 795 feet;
 Thence S 23 degrees 30' W., to the West boundary of Sec. 20,
 Twp. 21 S., R. 43 E., W.M.

In Twp. 22 S., R. 40 E., W.M.:
 Sec. 33: SW1/4 SW1/4.

In Twp. 23 S., R. 38 E., W.M.:
 Sec. 4: S1/2 SW1/4.
 Sec. 9: NE1/4 NW1/4 and SE1/4 SE1/4.
 Sec. 12: NE1/4 SE1/4 and SE1/4 SE1/4.
 Sec. 13: NE1/4 NE1/4, SE1/4 NE1/4 and E1/2 SE1/4.
 Sec. 24: NE1/4 SW1/4, SE1/4 SW1/4 and SE1/4.
 Sec. 25: N1/2 NE1/4, NW1/4, N1/2 SW1/4, SE1/4 SW1/4, SW1/4 SW1/4,
 SE1/4 NE1/4 and S1/2 SE1/4.
 Sec. 26: NE1/4 SE1/4 and SE1/4 SE1/4.

In Twp. 23 S., R. 39 E., W.M.:
 Sec. 7: Govt Lots 7 thru 12, inclusive, SE1/4 NE1/4, W1/2 SE1/4 and E1/2 SE1/4.
 Sec. 8: SW1/4 NE1/4, S1/2 NW1/4, SW1/4 and W1/2 SE1/4.
 Sec. 10: NE1/4 NE1/4.
 Sec. 11: NW1/4 NW1/4.
 Sec. 16: North 1/2 and South 1/2.
 Sec. 17: All.
 Sec. 18: Govt Lots 1 thru 12, inclusive, and the East 1/2.
 *Sec. 19: Govt Lots 1 thru 10 and 12, NE1/4, N1/2 SE1/4 and S1/2 SE1/4.
 *Sec. 20: North 1/2, N1/2 S1/2 and S1/2 S1/2.
 Sec. 21: North 1/2, N1/2 S1/2 and SW1/4 SW1/4.
 *Sec. 29: N1/2 NW1/4.
 *Sec. 30: Govt Lots 1 thru 9, inclusive, and N1/2 NE1/4 and S1/2 NE1/4.

In Twp. 23 S., R. 40 E., W.M.:
 Sec. 33: N1/2 NE1/4 and NE1/4 NW1/4.
 Sec. 34: W1/2 NE1/4, N1/2 NW1/4 and N1/2 SE1/4.
 Sec. 35: SE1/4 SW1/4 and S1/2 SE1/4.
 Sec. 36: SW1/4 SW1/4.

In Twp. 24 S., R. 39 E., W.M.:
 Sec. 13: South 1/2.
 Sec. 24: North 1/2.
 Sec. 27: NE1/4 NW1/4.

In Twp. 24 S., R. 40 E., W.M.:
 Sec. 2: Govt Lot 1, SE1/4 NE1/4, S1/2 SW1/4, N1/2 SE1/4 and SW1/4 SE1/4.
 Sec. 9: N1/2 NE1/4 and NE1/4 NW1/4.
 Sec. 10: SE1/4 NE1/4 and W1/2 NW1/4.
 Sec. 11: NW1/4 NE1/4, N1/2 NW1/4 and SW1/4 NW1/4.

G-17401

INSTRUMENT NO. 2010 - 2550
Page 7 of 7 Pages

Land in the TOWN OF JUNIURA, Malheur County, Oregon, according to the Official Plat thereof, as follows:

- In Block 1: Lots 5 through 17 inclusive.
- In Block 2: All.
- In Block 3: All.
- In Block 4: Lots 1 through 7 inclusive, and 14 through 20 inclusive.
- In Block 6: Lots 1, 2, 3, 4, 11 through 13 inclusive, and 15 through 20 inclusive.
- In Block 7: All.
- In Block 8: All.
- In Block 9: All.
- In Block 10: All.
- In Block 11: Lots 5 through 7 inclusive, and 11 through 26 inclusive.
- In Block 14: Lots 4 through 7 inclusive, and 12 through 26 inclusive.
- In Block 15: Lots 1 through 7 inclusive, And 14 through 20 inclusive.
- In Block 16: All.
- In Block 17: Lots 1 through 14 inclusive, and 16 through 20 inclusive.
- In Block 18: Lots 1 through 7 inclusive, and 10 through 14 inclusive.
- In Block 21: All.
- In Block 22: All.
- In Block 23: All.
- In Block 24: All.
- In Block 25: All.
- In Block 26: All.
- In Block 27: All.
- In Block 28: Lots 1 through 17 inclusive, and 21 through 39 inclusive.
- In Block 31: All that portion lying North and West of the Highway.
- In Block 32: All.
- In Block 39: All.
- In Block 40: All.

Gr-17401

Legal Description
 Joe McKay
 Application

Township South	Range East	Section	1/4 1/4	Tax Lot	Primary	Supplemental
23	39	19	SE SW	800		40
			SW SE	800		40
			SE SE	800		34
		20	SW SW	800		20
			SE SW	800		32.5
			SW SE	800		37.5
			SE SE	800		13
		29	NE NW	800		14
			NW NW	800		28
		30	NE NE	103		40
			NW NE	103		40
			NE NW	103		40
			Total	Acres	0	379

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JUN 21 2010

WATER RESOURCES DEPT
 SALEM, OREGON

G-17401

G-17401

STATE OF OREGON
COUNTY OF MALHEUR
CERTIFICATE OF WATER RIGHT

This is to Certify, That Mrs. J. O. Gordon
of Vale, State of Oregon, has made proof
to the satisfaction of the STATE ENGINEER of Oregon, of a right to store the waters of
Branch of Granite Creek, tributary of Malheur River

for the purposes of
Irrigation, under Application No. 6504, Permit No. 3706.
Cert. " 7946

under Reservoir Permit No. 425 of the State Engineer, and that said right to store said
waters has been perfected in accordance with the laws of Oregon; that the priority of the right
hereby confirmed dates from October 3, 1917;

that the amount of water entitled to be stored each year under such right, for the purposes afore-
said, shall not exceed 590 acre-feet.

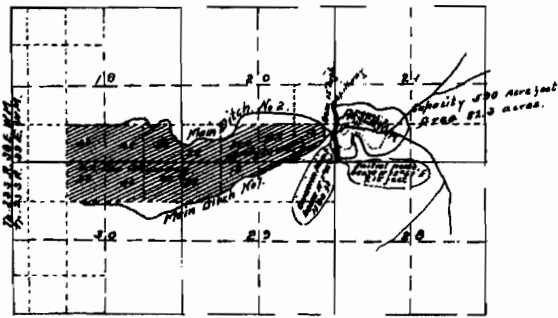
The reservoir is located in Sections 20 and 21, Tp. 25S, R. 59E, W. M.
After the expiration of fifty years from the date of this certificate or on the expiration of
any federal power license issued in connection with this right, and after not less than two years
notice in writing to the holder hereof, the State of Oregon, or any municipality thereof, shall have
the right to take over the dams, plants and other structures and all appurtenances thereto which have
been constructed for the purpose of devoting to beneficial use the water rights specified herein, upon
condition that before taking possession the State or municipality shall pay not to exceed the fair
value of the property so taken, plus such reasonable damages, if any, to valuable, serviceable and
dependable property of the holder of this certificate, not taken over, as may be caused by the
severance therefrom of the property taken in accordance with the provisions of section 5728,
Oregon Laws.

WITNESS the signature of the State Engineer,
affixed this 26th day
of April, 1929
Elna Luper
State Engineer.

Recorded in State Record of Water Right Certificates, Volume 8, page 7979

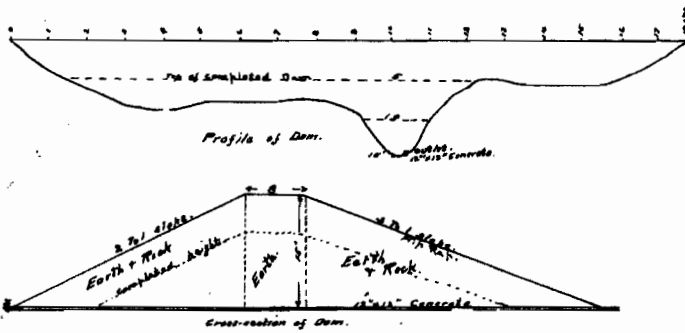
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JUN 21 2010
WATER RESOURCES DEPT
SALEM, OREGON

G-74d



**SHUMWAY
IRRIGATION SYSTEM**

*E. Lillian Shumway
and
Frank Shumway and Martha A. Shumway
 heirs of Alfred J. Shumway
Sections 19 20 31 32 T. 30 N. 23 E. W. 1.*



I, J. F. Miller of Yala, Malheur County, Oregon, do hereby certify that this map was made from notes taken during an actual survey made by me on the 23rd day of May, 1917, and that it correctly represents the works described in the accompanying applications together with the location of streams and other ditches in the immediate vicinity and has written thereon the area in each smallest legal subdivision which it is proposed to irrigate.

*J. F. Miller
Engr.*

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JUN 21 2010

WATER RESOURCES DEPT
SALEM, OREGON

Gr-17401

STATE OF OREGON
COUNTY OF MALHEUR
CERTIFICATE OF WATER RIGHT

This is to Certify, That Mrs. J. O. Gordon

of Vale, State of Oregon, has made proof to the satisfaction of the STATE ENGINEER of Oregon, of a right to the use of the waters of Box Springs Reservoir constructed under Application No. 8008, Permit No. E-509 a tributary of Supplemental Irrigation for the purpose of under Permit No. 5152 of the State Engineer, 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 July 25, 1921;

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 0.6 cubic foot per second;

The point of diversion is located in the ~~SE1/4~~ of Section 30, Township 23S, Range 39E W. M. The use hereunder for irrigation shall conform to such reasonable rotation system as may be ordered by the proper state officer.

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 in case of rotation.

A description of the lands irrigated under the right hereby confirmed, and to which such right is appurtenant (if for irrigation or any other purpose), is as follows: 40 acres in the NW1/4, 40 acres in the SW1/4 and 40 acres in the NE1/4, Section 30, Township 23 South, Range 39 East of the Willamette Meridian in Malheur County, Oregon.

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

After the expiration of fifty years from the date of this certificate or on the expiration of any federal power license issued in connection with this right, and after not less than two years notice in writing to the holder hereof, the State of Oregon, or any municipality thereof, shall have the right to take over the dams, plants and other structures and all appurtenances thereto which have been constructed for the purpose of devoting to beneficial use the water rights specified herein, upon condition that before taking possession the State or municipality shall pay not to exceed the fair value of the property so taken, plus such reasonable damages, if any, to valuable, serviceable and dependable property of the holder of this certificate, not taken over, as may be caused by the severance therefrom of the property taken in accordance with the provisions of section 6723, Oregon Laws.

WITNESS the signature of the State Engineer,

affixed this 26th day

of April, 1929

Esau Luper

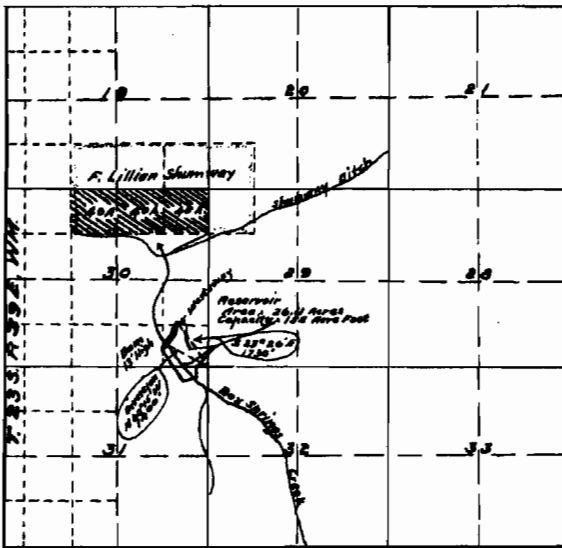
State Engineer.

Recorded in State Record of Water Right Certificates, Volume 8, page 7947.

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JUN 24 2010

WATER RESOURCES DEPT
SALEM, OREGON



RECORDED
 JUN 21 1910
 1910

**IRRIGATION SYSTEM
 SUPPLEMENTAL SUPPLY**
 by
 F. Lillian Shumway

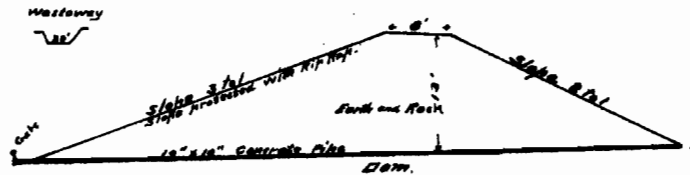
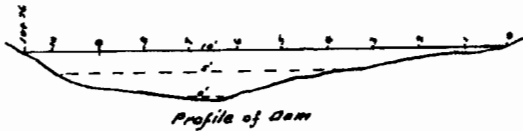
I, J. F. Miller of Vale, Malheur County, Oregon, do hereby certify that this map was made from notes taken during an actual survey made by me on Sept. 21st 1910 and that it correctly represents the works described in the accompanying application together with the location of streams and other ditches in the immediate vicinity and has written thereon the area in each smallest legal subdivision which it is proposed to irrigate.

J. F. Miller
 Engr.

App. No. 8008
 Rev. No. 509

App. No. 8004
 Rev. No. 5162

James A. Miller



7/10/10

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JUN 21 2010

WATER RESOURCES DEPT
 SALEM, OREGON

STATE OF OREGON
COUNTY OF MALHEUR

CERTIFICATE OF WATER RIGHT

This is to Certify, That Mrs. J. G. Gordon

of Malheur State of Oregon, has made proof to the satisfaction of the STATE ENGINEER of Oregon, of a right to the use of the waters of Shammy Reservoir constructed under Application No. 5596, Permit No. B-425 a tributary of Irrigation for the purpose of

under Permit No. 3706 of the State Engineer, 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 October 3, 1917;

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 4.5 cubic feet per second;

The point of diversion is located in the SE1/4 of Section 20, Township 23S, Range 39E, W. M. The use hereunder for irrigation shall conform to such reasonable rotation system as may be ordered by the proper state officer.

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 in case of rotation.

A description of the lands irrigated under the right hereby confirmed, and to which such right is appurtenant (if for irrigation or any other purpose), is as follows: 34 acres in the SE1/4, 40 acres in the SW1/4, 40 acres in the SE1/4, Section 19, 15 acres in the SE1/4, 37.26 acres in the SW1/4, 32.5 acres in the NE1/4, 20 acres in the SW1/4, Section 20, 14 acres in the NE1/4, 28 acres in the NW1/4, Section 29, 40 acres in the NE1/4, 40 acres in the NW1/4, 40 acres in the NE1/4, Section 30, Township 23 South, Range 39 East of the Willamette Meridian in Malheur County, Oregon, being a total of 379 acres.

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

After the expiration of fifty years from the date of this certificate or on the expiration of any federal power license issued in connection with this right, and after not less than two years notice in writing to the holder hereof, the State of Oregon, or any municipality thereof, shall have the right to take over the dams, plants and other structures and all appurtenances thereto which have been constructed for the purpose of devoting to beneficial use the water rights specified herein, upon condition that before taking possession the State or municipality shall pay not to exceed the fair value of the property so taken, plus such reasonable damages, if any, to valuable, serviceable and dependable property of the holder of this certificate, not taken over, as may be caused by the severance therefrom of the property taken in accordance with the provisions of section 5723, Oregon Laws.

WITNESS the signature of the State Engineer,

affixed this 26th day

of April, 1929

Edna Super

State Engineer.

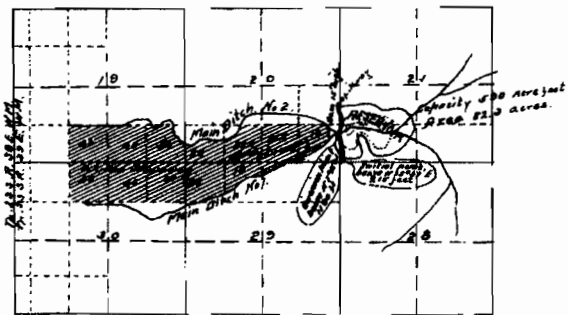
Recorded in State Record of Water Right Certificates, page 7946

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JUN 27 2010

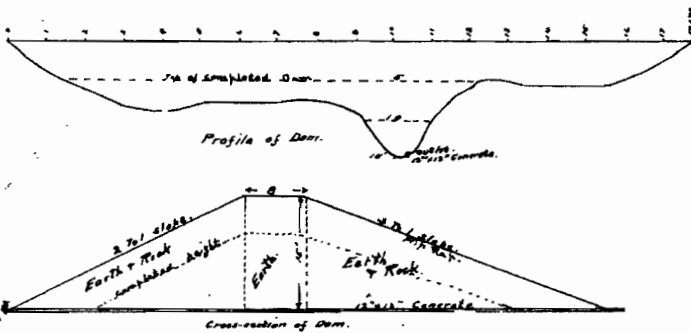
WATER RESOURCES DEPT
SALEM, OREGON

G-1740



**SHUMWAY
IRRIGATION SYSTEM**

by
E. Lillian Shumway
 and
Frank Shumway and Martha A. Shumway
 heirs of Alfred L. Shumway
 Section 12 20 31 33 T-32 R-33E W-3



I, J.F. Miller of Yalo, Mathur County, Oregon, do hereby certify that this map was made from notes taken during an actual survey made by me on the 23rd day of May, 1917, and that it correctly represents the works described in the accompanying applications together with the location of streams and other ditches in the immediate vicinity and has written thereon the area in each smallest legal subdivision which it is proposed to irrigate.

J. F. Miller
 Eng.

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JUN 21 2010

WATER RESOURCES DEPT
 SALEM, OREGON

G-1740