

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 1: APPLICANT INFORMATION AND SIGNATURE

Applicant Information

NAME JOHN ORLANDO		PHONE (HM) 503-789-7879	
PHONE (WK)	CELL		FAX 503-617-9364
ADDRESS 12735 NW SKYLINE BLVD			
CITY PORTLAND	STATE OR	ZIP 97231	E-MAIL

Organization Information

NAME		PHONE		FAX
ADDRESS				CELL
CITY	STATE	ZIP	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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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.

WATER RESOURCES DEPT
SALEM, OREGON

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

Applicant Signature

JOHN ORLANDO
Print Name and title if applicable

3/11/11
Date

Applicant Signature

Print Name and title if applicable

Date

For Department Use

App. No. **G-17456**

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*).

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
98573	ROCK CREEK		

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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*).

MULT 99216

STATE OF OREGON

WATER SUPPLY WELL REPORT

(as required by ORS 537.765 & OAR 690-205-0210)

WELL LABEL # L 98573

START CARD # 201330

(1) LAND OWNER

Owner Well I.D. _____

First Name John

Last Name Orlando

Company _____

Address 12735 NW Skyline Blvd.

City Portland

State OR

Zip 97213

(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

☐ Thermal ☐ Injection ☐ Other _____

(5) BORE HOLE CONSTRUCTION

Special Standard ☐ (Attach copy)

Depth of Completed Well 765 ft.

BORE HOLE			SEAL			sacks/	
Dia	From	To	Material	From	To	Amt	Lbs
5.75	720	765					

How was seal placed: Method ☐ A ☐ B ☐ C ☐ D ☐ E

☐ Other _____

Backfill placed from _____ ft. to _____ ft. Material _____

Filter pack from _____ ft. to _____ ft. Material _____ Size _____

Explosives used: ☐ Yes Type _____ Amount _____

(6) CASING/LINER

Casing	Liner	Dia	+	From	To	Gauge	Stl	Plstc	Wld	Thrd
☒	☒	4.5		25	765	200#	☒	☒	☒	☒
☐	☐						☐	☐	☐	☐
☐	☐						☐	☐	☐	☐
☐	☐						☐	☐	☐	☐

Shoe ☐ Inside ☐ Outside ☐ Other Location of shoe(s) _____

Temp casing ☐ Yes Dia _____ From _____ To _____

(7) PERFORATIONS/SCREENS

Perforations Method Drilled

Screens Type _____ Material PVC 200

Perf/	Casing/	Screen	Dia	From	To	Scrn/slot	Slot	# of	Tele/
Screen	Liner					width	length	slots	pipe size
Perf	Liner		4.5	745	765	.5		80	PIPE

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

☐ Pump ☐ Bailer ☒ Air ☐ Flowing Artesian

Yield gal/min	Drawdown	Drill stem/Pump depth	Duration (hr)
15.5		765	2
11		700	1

Temperature 60 °F Lab analysis ☐ Yes By _____

Water quality concerns? ☐ Yes (describe below)

From	To	Description	Amount	Units

(9) LOCATION OF WELL (legal description)

County MULTNOM/ Twp 2 N N/S Range 2 W E/W WM

Sec 36 SE 1/4 of the NE 1/4 Tax Lot 500

Tax Map Number _____ Lot _____

Lat _____ " or _____ DMS or DD

Long _____ " or _____ DMS or DD

☒ Street address of well ☐ Nearest address

12735 NW Skyline Blvd.

(10) STATIC WATER LEVEL

Date SWL(psi) + SWL(ft)

Existing Well / Predeepening	06-04-2009		605
Completed Well	06-08-2009		605

Flowing Artesian? ☐ Dry Hole? ☐

WATER BEARING ZONES

Depth water was first found

SWL Date	From	To	Est Flow	SWL(psi)	+ SWL(ft)
06-04-2009		720	7.5		605
06-08-2009	720	765	8		605

(11) WELL LOG

Ground Elevation _____

Material	From	To
6/03/2009 The pump & pit less removed		
6/04/2009 SWL checked @ 605 ft.		
Clean out well, open hole, tight spots	0	710
Fill, scale & rock debris	710	720
Yield test @ 7 to 8 gallons @ 720 ft (1 hr test)		
Casing seal not disturbed		
6/08/2009 Deepening:		
Gray-black basalt, hard, fractures	720	730
Gray-black basalt with black lava streaks	730	760
Gray-black basalt, hard, fractures	760	765

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JUN 10 2009

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Date Started 06-08-2009

Completed 06-08-2009

(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 _____

Password: (if filing electronically) _____

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 573 Date 06-09-2009

Password: (if filing electronically) _____

Signed _____

Contact Info (optional) _____

ORIGINAL - WATER RESOURCES DEPARTMENT

THIS REPORT MUST BE SUBMITTED TO THE WATER RESOURCES DEPARTMENT WITHIN 30 DAYS OF COMPLETION OF WORK

Form Version: 0.88

G-17456

SECTION 3: WELL DEVELOPMENT, CONTINUED

Source (aquifer), if known: Aquifer BASALT

Total maximum rate requested: 15.5 gpm (each well will be evaluated at the maximum rate unless you indicate well-specific rates and annual volumes in the table below).

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.

G47456

Well Log Attached

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)
JOHN ORLANDO	☐	☒	98573	☐					605 ft 6/4/09				
	☐	☐		☐									
	☐	☐		☐									
	☐	☐		☐									
	☐	☐		☐									
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	☐	☐		☐									

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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)
CROP IRRIGATION	MARCH 1 - OCTOBER 31	45.7

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: 18.29 Acres Supplemental: _____ Acres

List the Permit or Certificate number of the underlying primary water right(s): _____

Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 45.7

- 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**A. Diversion and Conveyance**

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

☒ Pump (give horsepower and type): 5HP 20 GPM STA-RITE

☐ Other means (describe): _____

Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water. _____

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

Primarily drip, some low volume rotators MAR 30 2011
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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.

Organic vegetable crops need a lot of water, 1" per week. We don't have a lot of water so we use drip to minimize consumption & waste.

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: _____ Acreage inundated by reservoir: _____

Use(s): _____

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

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): _____

USE OF STORED GROUND WATER	PERIOD OF USE

SECTION 8: PROJECT SCHEDULE

Date construction will begin: _____

Date construction will be completed: _____

Date beneficial water use will begin: _____

SECTION 9: REMARKS

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

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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

Applicant: JOHN ORLANDO
First Last
Mailing Address: 12735 NW Skyline Blvd
Portland OR 97231 Daytime Phone: 503-789-7879
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 ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use
<u>2N</u>	<u>2W</u>	<u>36</u>		<u>500</u>	<u>E.F.U.</u>	☐ Diverted	☐ Conveyed	☒ Used	
						☐ Diverted	☐ Conveyed	☐ Used	
						☐ Diverted	☐ Conveyed	☐ Used	
						☐ Diverted	☐ Conveyed	☐ Used	

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

Multnomah

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: 15.5 ☐ 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:

Water needed for irrigation for organic vegetable farming

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.

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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 33, 2620(A)

☐ 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:	
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ 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: Kevin Cook Title: Planner
 Signature: [Signature] Phone: 503-988-3048 Date: 3/17/2011
 Government Entity: Multnomah County

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: _____ Date: _____

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SALEM, OREGON

FORM NO. 501 - TRUST DEED (Assignment)

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TRUST DEED

FMG Corporation
12735 NW Skyline Blvd.
Portland, OR 97229

Grantor's Name and Address

Nancy Nhung Nguyen
P.O. Box 1714

Hillsboro, OR 97123

Beneficiary's Name and Address

After recording, return to (Name, Address, Zip):

Nancy N. Nguyen
P. O. Box 1714

Hillsboro, OR 97123

SPACE RESERVED
FOR
RECORDERS USE

STATE OF OREGON,
County of _____ ss.

I certify that the within instrument was
received for recording on _____,
at _____ o'clock _____ M., and recorded in
book/reel/volume No. _____ on page _____
and/or as fee/file/instrument/microfilm/reception
No. _____. Records of this County.

Witness my hand and seal of County affixed.

NAME _____ TITLE _____
By _____, Deputy.

THIS TRUST DEED, made on July 14, 2006, between
FMG Corporation

Fidelity National Title Insurance Company, as Grantor,
as Trustee, and

Nancy Nhung Nguyen, Trustee of the Nancy N. Nguyen Living Trust, as Beneficiary,

WITNESSETH:

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

Legal Description attached as Exhibit "ONE".

MAR 31 2011

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

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of SIX HUNDRED
SEVENTEEN THOUSAND SIX HUNDRED DOLLARS AND NO/100
Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final
payment of principal and interest, if not sooner paid, to be due and payable on July 2007

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable.
Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the property, or all (or any part) of grantor's interest in it without
first obtaining the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the matu-
rity dates expressed therein, or herein, shall become immediately due and payable. The execution by grantor of an earnest money agreement** does not constitute a
sale, conveyance or assignment.

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

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; and not to
commit or permit any waste of the property.

2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed there-
on, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in ex-
ecuting such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require, and to pay for filing the same in the proper public office
or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and other haz-
ards, as the beneficiary may from time to time require, in an amount not less than LOAN AMOUNT, written by one or more companies acceptable to the be-
neficiary, with loss payable to the latter. All policies of insurance shall be delivered to the beneficiary as soon as issued. If the grantor shall fail for any reason to pro-
cure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on
the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by benefi-
ciary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part
thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant
to such notice.

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

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

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or pro-
ceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed or any suit or action related to this instrument, including
but not limited to its validity and/or enforceability, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney fees. The amount
of attorney fees mentioned in this paragraph in all cases shall be fixed by the trial court, and in the event of an appeal from any judgment or decree of the trial court,
grantor (whether agreed to) pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney fees on such appeal.

It is mutually agreed that:

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

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney who is an active member of the Oregon State Bar, a bank, trust company or savings and loan
association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries,
affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 9A.020 to 9A.050.

*WARNING: 12 USC 1701-15 regulates and may prohibit exercises of this option.

**The publisher suggests that both an agreement and the issue of obtaining beneficiary's consent in complete detail.

ATTACHED FOR LEGIBILITY

G-17456

9. At any time, and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; or (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee fees for any of the services mentioned in this paragraph shall be not less than \$3.

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

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

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

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

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

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

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

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants to and agrees with the beneficiary and the beneficiary's successors in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in any addendum or exhibit attached hereto, and that the grantor will warrant and forever defend the same against all persons whomsoever.

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

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are (choose one):

(a) primarily for grantor's personal, family or household purposes (see Important Notice below).

(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

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

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

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first written above.

IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is inapplicable. If warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures. For this purpose use Stevens-Ness Form No. 1319, or the equivalent. If compliance with the Act is not required, disregard this notice.

FMG Corporation

By: John Orlando, President

STATE OF OREGON, County of Washington ss.

This instrument was acknowledged before me on

by

This instrument was acknowledged before me on July 14, 2006

by

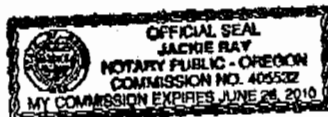
John Orlando

as

President

of

FMG Corporation



Notary Public for Oregon

My commission expires 06/24/10

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

TO: Trustee
The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed, the estate now held by you under the same. Mail the reconveyance and documents to

DATED _____
Do not lose or destroy this Trust Deed OR THE NOTE which it secures.
Both should be delivered to the trustee for cancellation before reconveyance is made.

Beneficiary

G-17456

Order No. 09-9009791-28

EXHIBIT "ONE"

That part of the following described premises lying Southerly of SW Skyline Boulevard (Road 1295-C):

The South half of the Northeast quarter of Section 36, Township 2 North, Range 2 West of the Willamette Meridian, in the County of Multnomah and State of Oregon:

EXCEPTING THEREFROM that portion of said premises described as follows:

Beginning at the intersection of Sections 25 and 36 in Township 2 North, Range 2 West and Sections 30 and 31 in Township 2 North, Range 1 West; thence South $00^{\circ}01'03''$ West from the Northeast corner of said Section 36, 2607.17 feet; thence South $89^{\circ}42'08''$ West 1172.77 feet to the true point of beginning; thence South $89^{\circ}42'08''$ West 1354.43 feet to a 1 inch x 30 inch iron pipe with caswell cap; thence North $00^{\circ}29'26''$ East 1291.32 feet to a 1 inch x 30 inch iron pipe with caswell cap; thence North $89^{\circ}25'41''$ East 1235.45 feet to a point of intersection with Skyline Boulevard (County Road 1295 C); thence along Skyline Boulevard South $33^{\circ}01'00''$ East 190.65 feet to a 1/2 inch iron pipe; thence continuing along Skyline Boulevard at an angle along a course bearing South $36^{\circ}11'17''$ East 23.14 feet; thence South $00^{\circ}29'26''$ West 1118.08 feet to the true point of beginning.

617456

RECEIVED

MAR 31 2011

G-17456