

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 CHOUINARD FAMILY TRUST / ROBERT CHOUINARD -TRUSTEE			PHONE (HM) (541) 987-2129
PHONE (WK) SAME	CELL		FAX
ADDRESS 45944 HIGHWAY 26			
CITY DAYVILLE	STATE OR	ZIP 97825	E-MAIL CHEECHAKORANCH@GMAIL.COM

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 KYLE S. SULLIVAN / GRANT SWCD		PHONE (541) 575-0135 x111	FAX (541) 575-0646
ADDRESS 721 S. CANYON BLVD			CELL
CITY JOHN DAY	STATE OR	ZIP 97845	E-MAIL SULLIVANK@CENTURYTEL.NET

Note: Attach multiple copies as needed

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.


Applicant Signature

ROBERT CHOUINARD JUNE 6, 2011
Print Name and title if applicable Date

Applicant Signature

Print Name and title if applicable

Date

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For Department Use		
App. No. <u>G-17468</u>	Permit No. _____	Date _____

JUN 09 2011

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SALEM, OREGON

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
1	Stock Pond John Day River	400 feet to pond 1275 feet John Day River	Well is 5 feet above pond Well is 30 feet above JDR

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*).

This application is similiar to application G-17031 filed on April 2, 2008. Permit G-16616 was issued and voluntarily canceled through an affidavit submitted with this application in order to change the type of use from supplemental irrigation to primary irrigation.

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SECTION 3: WELL DEVELOPMENT, CONTINUED

Source (aquifer), if known: Unknown _____

Total maximum rate requested: 444 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.

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"/>	L91913 GRAN 50962	<input checked="" type="checkbox"/>	12-inch 8-inch	+2 to 71' 30 to 170'	70 to 170'	0 to 71'	+2'	Basalt	170'	444	
	<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"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									

* 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.

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STATE OF OREGON
WATER SUPPLY WELL REPORT

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

GRAN 50962

WELL LABEL # L 91913

START CARD # 195114

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

(1) LAND OWNER Owner Well I.D. _____
First Name Robert Last Name Chouinard
Company _____
Address 45944 Hwy 26
City Dayville State OR Zip 97825

(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 170 ft.

BORE HOLE			SEAL				
Dia	From	To	Material	From	To	Amount	Scks/lbs
16	0	71	Cement	0	71	112	Scks
12	71	170					

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

Csng	Linr	Dia	+	From	To	Gauge	Steel	Plastic	Welded	Thrd
✓		12	+ 2'	71	250	✓			✓	
	✓	8	- 30	170	188	✓			✓	

Shoe Inside Outside Other Location of shoe(s) _____
Temporary casing Yes Diameter 16 From 0 To 37

(7) PERFORATIONS/SCREENS
Perforations Method Factory cuts
Screens Type _____ Material _____

Perf	Scrn	Csng	Linr	Screen Dia	From	To	Screen/slot width	Slot length	# of slots	Tele/pipe size
✓			✓	8	70	170	1/4	4	1500	8

(8) WELL TESTS: Minimum testing time is 1 hour
 Pump Bailer Air 1 Flowing Artesian 2
Yield gal/min Drawdown Drill stem/Pump depth Duration (hr)
1- 500+ 130 170 1
2- _____

Temperature 65 °F Lab analysis Yes By _____
Water quality concerns? Yes (describe below)
From _____ To _____ Description _____

(9) LOCATION OF WELL (legal description)
County Grant Twp 13 N or S Range 27 or W W.M.
Sec 4 NE 1/4 of the 3W 1/4 Tax Lot 800
Tax Map Number _____ Lot _____
Lat _____ " or _____ DMS or DD
Long _____ " or _____ DMS or DD

Street Address of Well (or nearest address) 45944 Hwy 26
East of Dayville 3 miles

(10) STATIC WATER LEVEL

	Date	SWL (psi)	+	SWL (ft)
Existing Well/Predeepening				
Completed Well	<u>9-29-08</u>	<u>24</u>	<u>+</u>	<u>24"</u>

Flowing Artesian? Yes Dry Hole? Yes

WATER BEARING ZONES Depth water was first found 7

SWL Date	From	To	Est Flow	SWL (psi)	+	SWL (ft)
<u>9-29-08</u>	<u>7</u>	<u>2012</u>	<u>15</u>		<u>-</u>	<u>6</u>
<u>9-29-08</u>	<u>60</u>	<u>61</u>	<u>30</u>		<u>-</u>	<u>6</u>
<u>9-29-08</u>	<u>130</u>	<u>167</u>	<u>500</u>		<u>+</u>	<u>24"</u>

(11) WELL LOG Ground Elevation _____

Material	From	To
Top Soil Brown	0	7
Sand + gravel Tan	7	12
Med Soft - Surface Water		
Tan clay + gravel Med Hard	12	30
green clay Hard	30	60
Brown Soil Med Hard	60	61
Tan clay Hard Stone	61	80
green clay Hard Stone	80	130
Brown clay Stone	130	167
Fractured Water		
Black Gravel Hard	167	170

Date Started 9-9-08 Completed 9-29-08

(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 _____
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(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 1606 Date 10-26-08
Signed John Marriall
Contact Info. (optional)
G-17468

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SECTION 4: WATER USE

USE	PERIOD OF USE	ANNUAL VOLUME (ACRE-FEET)
Irrigation	March 1 through October 31	237.3

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: 79.1 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: 237.3

- 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): 20 hp Berkeley pump
- Other means (describe): _____

Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water. Water is pumped to a wiper pivot and riser assembly to accommodate big gun sprinklers

B. Application Method

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

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.

Existing primary and supplemental surface water rights will be transferred to an instream use in concert with this effort; irrigation will be converted from flood to sprinkler.

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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: Well has been constructed

Date construction will be completed: Construction has been completed

Date beneficial water use will begin: Water is being beneficially used

SECTION 9: REMARKS

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

Advised by OWRD to cancel Groundwater Permit G-16616 and re-file this application in order to get a primary irrigation water right from March 1 through October 31.

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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

Applicant: Robert First Chouinard Last

Mailing Address: 45944 Hwy 26

Dayville City OR State 97825 Zip Daytime Phone: (541) 087-2129

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:
13S	27E	4	NESW	800	EFU	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	
13S	27E	4	NWSE	800	EFU	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	
13S	27E	4	SWSE	800	EFU	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	
13S	27E	4	SESW	800	EFU	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	
13S	27E	4	SWSW	800	EFU	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	
13S	27E	4	NWSW	800	EFU	<input type="checkbox"/> Diverted	<input 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:

Grant

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: 444 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:

Use an artesian well to supply a pivot and big gun sprinklers for irrigation.

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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Revised 3/4/2010

Ground Water/9

G-17468

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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): Article 14

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: Shannon Springer Title: Assistant Planner

Signature: [Signature] Phone: 541-575-1919 Date: 6/16/11

Government Entity: Grant County Planning Dept

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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WATER RESOURCES DEPT
SALEM, OREGON



982212

STATUTORY WARRANTY DEED

GEORGE R. BEGGS, INC.

Grantor, conveys and warrants to DANIEL D. FURTNEY, Trustee, and KKP TRUSTEE SERVICE, Trustee of the TARA TRUST dated February 16, 1996 Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein: AS SET FORTH ON EXHIBIT "A" ATTACHED

RECEIVED JUN 09 2011 WATER RESOURCES DEPT SALEM, OREGON

This property is free of liens and encumbrances, EXCEPT: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true consideration for this conveyance is \$ 460,000.00 (Must comply with the requirements of ORS 93.030)

Dated this 10 day of September 19 98

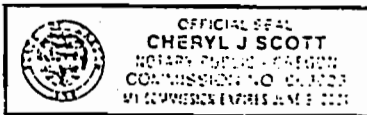
Sonny Field Pres. Frances M. Beggs, V.P. SONNY FIELD, PRESIDENT FRANCES M. BEGGS, VICE-PRESIDENT

14274, 13-270 Ref. 5961

STATE OF OREGON County of Grant } ss.

On this 13 day of October, 1998, before me appeared SONNY FIELD and FRANCES M. BEGGS both to me personally known, who being duly sworn, did say that he, the said SONNY FIELD is the President, and he, the said FRANCES M. BEGGS is the Vice-President Secretary of GEORGE R. BEGGS, INC. the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and SONNY FIELD and FRANCES M. BEGGS acknowledge said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Cheryl J. Scott Notary Public for Oregon My Commission expires 6-9-2001

Title Order No. Escrow No. 9820366

After recording return to KKP TRUSTEE SERVICE 4586 WEST JACOBSON AVE. FRESNO, CA 93727 Name, Address, Zip Until a change is requested all tax statements shall be sent to the following address: Grantee as set forth above Name, Address, Zip

THIS SPACE RESERVED FOR RECORDER'S USE. Includes a circular seal for Grant County, Oregon, and a rectangular stamp with recording details: INST 980042, REC'D 42.50, FILED October 13 1998, RECORD 130 P. 3 PGS, KATHY INKINSON JOINTLY CLERK, BY Cheryl J. Scott DEPUTY.

G-17468

982242-2

EXHIBIT "A"

14274, 13-27(8)

LEGAL DESCRIPTION:

Township 13 South, Range 27 East, Willamette Meridian, Grant County, Oregon:
Sections 4 and 9: A tract of land in the South one-half of Sec. 4, and in
the North one-half of Sec. 9, described as follows:

- Beginning at a point where the East quarter corner of said Sec. 4,
bears S. 88 deg. 46' W., 1920.5 feet;
- thence S. 1 deg. 48' W., 608.4 feet;
- thence S. 33 deg. 23' W., 892 feet;
- thence S. 42 deg. 40' W., 505.5 feet;
- thence S. 10 deg. 30' E., 174.1 feet;
- thence South 1028.1 feet;
- thence N. 72 deg. 56' E., 473 feet;
- thence S. 88 deg. 44' E., 595.1 feet;
- thence S. 66 deg. 10' E., 1855.1 feet;
- thence South 1659.4 feet to the East quarter corner of said Sec. 9;
- thence West 5280 feet to the West quarter corner of said Sec. 9;
- thence North 5280 feet to the West quarter corner of said Sec. 4;
- thence S. 88 deg. 46' E., 3356.3 feet to the point of beginning.

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SAVE & EXCEPT that portion lying within the highway right of way.
ALSO SAVE & EXCEPT the following described tract of land deeded to the State
of Oregon, by and through its State Highway Commission by deed recorded

- Sept. 27, 1935 in Book 40, page 571, Deed Records, to-wit:
- Twp. 13 S., R. 27 E., W.M., Grant County, Oregon:
- Section 4: A parcel of land lying in the SW1/4 described as follows:
- Beginning at a point on the West line of said Sec. 4, said point being
1763.3 feet North from the Southwest corner of said Sec. 4;
- thence N. 89 deg. 57' E. a distance of 445 feet;
- thence N. 0 deg. 03' W. a distance of 50 feet;
- thence N. 68 deg. 02' W. a distance of 480 feet to a point on the West line
of said Sec. 4;
- thence along the West line of said Sec. 4, S. 0 deg. 03' E. a distance of
230.0 feet to the point of beginning;

- ALSO, a tract of land lying in the SW1/4 of said Sec. 4 described as follows:
- Beginning at a point on the West line of said Sec. 4, said point being
1763.3 feet North of the southwest corner of said Sec. 4;
- thence on the West line of said Sec. 4, S. 0 deg. 03' E., a distance of
599 feet to a point which is 40 feet distant from (when measured at
right angles to) the relocated center line of the John Day Highway;
- thence Easterly on the Northerly right of way line of said highway a
distance of 33 feet;
- thence parallel to and 30 feet distant Easterly from the West line of said
Sec. 4, N. 0 deg. 03' W. a distance of 587 feet;
- thence S. 89 deg. 57' W. a distance of 30 feet to the point of beginning.

(Tax Acct. 16 13-27 800; 05961)

--- END ---

G-17460

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WATER RESOURCES DEPT
SALEM, OREGON

982242-3

EXHIBIT "A" CONTINUED

SUBJECT TO:

1. 1998/99 Taxes, a lien not yet payable.
2. The assessment roll and the tax roll disclose that the premises herein described have been specially assessed as Farm Use Land. If said land has been or is disqualified for such use, the property may be now, or will be, subject to additional taxes, penalties and interest.
3. Rights of the public and governmental bodies in and to any portion of the premises herein described, now or at any time lying below high water mark of John Day River, including any ownership rights which may be claimed by the State of Oregon, as to any portion now or at any time below the high water mark.
4. Any adverse claim based upon the assertion that:
 - (a) Said land or any part thereof is now or at any time has been below the ordinary highwater mark of the John Day River.
 - (b) Some portion of said land has been created by artificial means or has accreted to such portion so created.
 - (c) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the John Day River, or has been formed by accretion to any such portion.
5. An easement, including the terms and provisions thereof, to California-Pacific Utilities Company, a corp., recorded December 17, 1946, in Book 49, page 245, Deeds for Grant County, Oregon. A right of way easement for utility and incidental purposes.
6. An easement, including the terms and provisions thereof, to Pacific Northwest Bell Company, a Wash. corp., recorded June 10, 1964, in Book 91, page 106, Deeds for Grant County, Oregon. Easement for road and incidental purposes.

Interest of Pacific Northwest Bell Company was duly assigned of record to American Telephone and Telegraph Company, a New York Corporation, by Assignment of Easement dated Nov. 24, 1981, recorded April 26, 1992 in Book 126, page 206, Deed Records.
7. An easement, including the terms and provisions thereof, to Oregon Telephone Corporation, an Oregon corp., recorded April 12, 1974, in Book 111, page 340, Deeds for Grant County, Oregon. A right of way easement for utility and incidental purposes.
8. Trust Deed, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein, executed by L. J. Kimball and Althea Kimball, with Intermountain/Land Title Company of Grant County, as trustee, to James Moore and Nancy Moore, as beneficiary, dated January 8, 1990, recorded January 8, 1990 in Mortgage Book 61, page 521, Records of Grant County, Oregon, in the amount of \$125,062.50.

Grantors' interest thereunder was duly assumed of record by George R. Beggs, Inc., a corp., by Assumption Agreement, including the terms and provisions thereof, dated Sept. 20, 1991, recorded Sept. 23, 1991, as Instrument No. 911638, Records of Grant County, Oregon.

Grantor's interest thereunder is duly assumed by Tara Trust, the grantee herein and grantee agrees to assume and pay in accordance with the original note.

G-17468

982243

ASSIGNMENT AND ASSUMPTION AGREEMENT

DATE: OCTOBER 8, 1998

PARTIES: GEORGE R. BEGGS, INC., a California corporation "ASSIGNOR"
 PO Box 4, South Fork Road
 Dayville, Oregon 97825

 DANIEL D. FURTNEY, TRUSTEE; and
 KKP TRUSTEE SERVICE, Trustee of the "ASSIGNEE"
 TARA TRUST dated February 16, 1996

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JUN 09 2011

WATER RESOURCES DEPT
SALEM, OREGON

14274, 13-27

36000

Assignor hereby assigns all of its rights and obligations, and Assignee hereby assumes all of the obligations, of that certain Deed of Trust dated January 5, 1990, wherein L. J. KIMBALL and ALTHEA KIMBALL are Grantors, with INTERMOUNTAIN LAND TITLE COMPANY OF GRANT COUNTY, INC., is Trustee, and JAMES MOORE and NANCY MOORE as Beneficiaries, said Deed of Trust recorded January 8, 1990 in Book 61, Mortgage Records, Pages 521-522, Records of Grant County, Oregon. Assignee assumes the indebtedness secured by said Deed of Trust, together with interest that has accrued on such indebtedness after May 31, 1998, as evidenced by Promissory Note dated January 5, 1990, in which L. J. KIMBALL and ALTHEA KIMBALL, husband and wife, are maker, and JAMES MOORE and NANCY MOORE are payees and with an outstanding balance of \$ 55,255.65 . Such Deed of Trust and Promissory Note were assumed by Assignor by instrument dated September 20, 1991, recorded September 23, 1991, as Instrument No. 911638, records of Grant County, Oregon. Assignee agrees to hold Assignor, and Assignor's agents, successors and assigns, harmless from all obligation and liability of said Promissory Note and Deed of Trust assumed hereunder and agrees to indemnify it from any loss whatsoever in respect to any default or claim, including payment of attorneys' fees, court costs, and any other liability deriving therefrom. Furthermore,

G-17469

982243-2

in the event Assignor, or Assignor's agents, successors or assigns, attempts to collect from Assignee, or its successors in interest, any sums owed under such obligations, Assignee, or its successors, agrees to pay all costs of such collection, including reasonable attorney fees.

ASSIGNOR:

ASSIGNEE:

GEORGE R. BEGGS, INC.

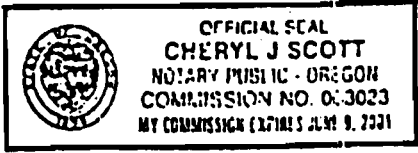
KKP TRUSTEE SERVICE, Trustee of the TARA TRUST, dated February 16, 1996

By: Sonny Field Pres
Frances M. Beggs, Vice Pres
Its: _____

By: KURT KISTLER, Owner
Daniel D. Furtney, Trustee
DANIEL D. FURTNEY, TRUSTEE

~~California~~
STATE OF OREGON Oregon
County of Grant)
) ss.

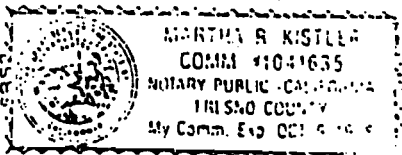
This instrument was acknowledged before me on this _____ day of _____, 1998, by Sonny Field, the President for GEORGE R. BEGGS, INC., a California corporation, and by Frances M. Beggs, the Vice President.



Cheryl J. Scott
Notary Public for Oregon
My Commission Expires: 6-9-2001

~~California~~
STATE OF OREGON)
) ss.
County of Grant)

This instrument was acknowledged before me on this _____ day of _____, 1998, by KURT KISTLER, for KKP TRUSTEE SERVICE, Trustee of the TARA TRUST, dated February 16, 1996.



Martha R. Kistler
Notary Public for Oregon
My Commission Expires: 10/6/99

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JUN 09 2011
WATER RESOURCES DEPT
SALEM, OREGON

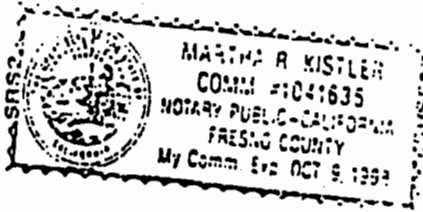
G-17468

982243-3

STATE OF OREGON, County of Fresno, ss:

The foregoing instrument was acknowledged before me this 17 day of October, 1998, by DANIEL D. FURTNEY, Trustee of the TARA TRUST dated February 16, 1996.

Martin Kistler
Notary Public for Oregon
My Commission Expires 10/9/98



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JUN 09 2011
WATER RESOURCES DEPT
SALEM, OREGON



14177 / 14178
INST. 982243 FEE: 27.50
FILED October 13 1998
RECORD OFFICE TIME 3:35 P 3 PGS
KATHY MCKINNON BY Quest
COUNTY CLERK DEPUTY

G-17468

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SALEM, OREGON

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FEB 22 2000

MANAGER'S AGREEMENT

This is to certify that Ted Criss Triffon, now residing at:
Box 134, Dayville, Oregon, (97825)
has been appointed as the authorized General Manager for:

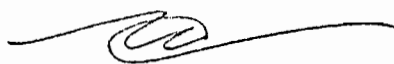
WATER RESOURCES DEPT.
SALEM, OREGON

TARA TRUST


The General Manager can manage, take options, or grant options on productive or unproductive property. The Manager has the power to deal with title and title insurance problems, in all situations; the power to deal with or secure patents, copyrights, trademarks or the like; the power to hold, manage, or acquire productive and unproductive properties; the power to buy, sell (with a Trustee signature), lease, borrow, and grant options; the power to lease or rent; the power to make improvements, modifications, and alterations; the power to demolish improvements; the power to abandon as worthless; the power to subdivide; the power to partition; the power to adjust boundaries; the power to impose conditions and restrictions, and to release the same; the power to seek zoning, re-zoning, variance, or non-conforming use permits; the power to establish and maintain reserves for depreciation; the power to buy, sell, or hypothecate gold, silver, diamonds, and other precious or semi-precious stones or metals; the power to employ employees, consultants, caretakers, property managers and other agents; the power to carry insurance of all kinds (including but not limited to (a) personal liability and property damage, (b) fire, casualty and extend coverage, (c) income protection insurance); the power to delegate authority to agents, caretakers or employees; the power to pay reasonable compensation to consultants, caretakers, employees, managers, agents and others for services rendered; the power to continue mortgage investments after maturity either with or without renewal or extension; the power to disregard the principle of investment diversification; the power to invest and reinvest in stocks, bonds, mutual funds, notes or mortgages on property in or outside the United States; the power to participate in common trust funds established by any bank or trust company; the power to invest in options or commodities, maintain and operate margin accounts with brokers; the power to continue, operate, and manage any business or business interest in the trust; the power to engage the trust in any business or business activity which is lawfully carried on; the power to take what ever steps are deemed advisable to effectuate the organization and/or dissolution of corporations; the power to represent the Trust as a Donor and acquire such Beneficial Income Interest for the Trust or its Beneficiaries. The Manager can lease or rent property, make improvements or alterations, subdivide, seek zoning, re-zoning or variance. The Manager can hold any property for sale or resale for the Trust.

The Manager can employ employees, consultants, caretakers, property managers, independent contractors, and other agents, and carry insurance of all kinds on property owned by the trust. Notwithstanding this agreement is the unanimous decision of the Board of Trustees for the Manager to perform this work.

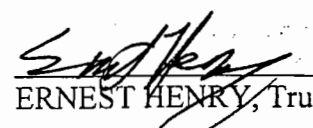
This agreement supersedes any prior agreement and is entered into this 21st day of September 1999, by and between, the Trustees of TARA TRUST and Ted Criss Triffon, the Manager.



Ted Criss Triffon, Manager



DANIEL FURTFNEY, Trustee



ERNEST HENRY, Trustee

G-17460

082243

ASSIGNMENT AND ASSUMPTION AGREEMENT

RECEIVED

FEB 22 2000

DATE: OCTOBER 8, 1998

WATER RESOURCES DEPT. SALEM, OREGON

PARTIES:

GEORGE R. BEGGS, INC., a California corporation
PO Box 4, South Fork Road
Dayville, Oregon 97825

"ASSIGNOR"

DANIEL D. FURTNEY, TRUSTEE; and
KKP TRUSTEE SERVICE, Trustee of the
TARA TRUST dated February 16, 1996

"ASSIGNEE"

RECEIVED
JUN 09 2011
WATER RESOURCES DEPT
SALEM, OREGON

Assignor hereby assigns all of its rights and obligations, and Assignee hereby assumes all of the obligations, of that certain Deed of Trust dated January 5, 1990, wherein L. J. KIMBALL and ALTHEA KIMBALL are Grantors, with INTERMOUNTAIN/LAND TITLE COMPANY OF GRANT COUNTY, INC., is Trustee, and JAMES MOORE and NANCY MOORE as Beneficiaries, said Deed of Trust recorded January 8, 1990 in Book 61, Mortgage Records, Pages 521-522, Records of Grant County, Oregon. Assignee assumes the indebtedness secured by said Deed of Trust, together with interest that has accrued on such indebtedness after May 31, 1998, as evidenced by a Promissory Note dated January 5, 1990, in which L. J. KIMBALL and ALTHEA KIMBALL, husband and wife, are maker, and JAMES MOORE and NANCY MOORE are payees and with an outstanding balance of \$ 58,255.65. Such Deed of Trust and Promissory Note were assumed by Assignor by instrument dated September 20, 1991, recorded September 23, 1991, as Instrument No. 911638, records of Grant County, Oregon. Assignee agrees to hold Assignor, and Assignor's agents, successors and assigns, harmless from all obligation and liability of said Promissory Note and Deed of Trust assumed hereunder and agrees to indemnify it from any loss whatsoever in respect to any default or claim, including payment of attorneys' fees, court costs, and any other liability deriving therefrom. Furthermore,

G-17468

Bryant Lovlien ■ Jarvis
ATTORNEYS AT LAW

982243-2

in the event Assignor, or Assignor's agents, successors or assigns, attempts to collect from Assignee, or its successors in interest, any sums owed under such obligations, Assignee, or its successors, agrees to pay all costs of such collection, including reasonable attorney fees.

ASSIGNOR:

GEORGE R. BEGGS, INC.

ASSIGNEE:

KKP TRUSTEE SERVICE, Trustee of the TARA TRUST, dated February 16, 1996

By: Sonny Field
Its: Frances M. Beggs, V.P.

By: KURT KISTLER, Owner
Daniel D. Furtney
DANIEL D. FURTNEY, TRUSTEE

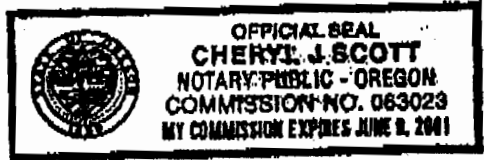
RECEIVED

FEB 22 2000

WATER RESOURCES DEPT.
SALEM, OREGON

STATE OF ~~OREGON~~ California Oregon)
County of Fresno Grant) ss.

This instrument was acknowledged before me on this ___ day of ___, 1998, by Sonny Field, the President for GEORGE R. BEGGS, INC., a California corporation. and by Frances M. Beggs, the Vice President



Cheryl J. Scott
Notary Public for Oregon
My Commission Expires: 6-9-2001

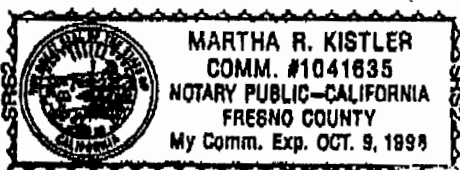
STATE OF ~~OREGON~~ California)
County of Fresno) ss.

RECEIVED

JUN 09 2011

WATER RESOURCES DEPT
SALEM, OREGON

This instrument was acknowledged before me on this 8 day of October, 1998, by KURT KISTLER, for KKP TRUSTEE SERVICE, Trustee of the TARA TRUST, dated February 16, 1996.



Martha R. Kistler
Notary Public for ~~Oregon~~ California
My Commission Expires: 10/9/99

Q-17468

14752

LEGAL DESCRIPTION

Township 13 South, Range 27 East, Willamette Meridian, Grant County, Oregon:
Sections 4 and 9: A tract of land in the South one-half of Sec. 4, and in
the North one-half of Sec. 9, described as follows:

Beginning at a point where the East quarter corner of said Sec. 4,

bears S. 88 deg. 46' W., 1920.5 feet;

thence S. 1 deg. 48' W., 608.4 feet;

thence S. 33 deg. 23' W., 892 feet;

thence S. 42 deg. 40' W., 505.5 feet;

thence S. 10 deg. 30' E., 174.1 feet;

thence South 1028.1 feet;

thence N. 72 deg. 56' E., 473 feet;

thence S. 88 deg. 44' E., 595.1 feet;

thence S. 66 deg. 10' E., 1855.1 feet;

thence South 1659.4 feet to the East quarter corner of said Sec. 4;

thence West 5280 feet to the West quarter corner of said Sec. 9;

thence North 5280 feet to the West quarter corner of said Sec. 4;

thence S. 88 deg. 46' E., 3356.3 feet to the point of beginning.

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WATER RESOURCES DEPT.
SALEM, OREGON

SAVE & EXCEPT that portion lying within the highway right of way.

ALSO SAVE & EXCEPT the following described tract of land deeded to the State
of Oregon, by and through its State Highway Commission by deed recorded
Sept. 27, 1935 in Book 40, page 571, Deed Records, to-wit:

Twp. 13 S., R. 27 E., W.M., Grant County, Oregon:

Section 4: A parcel of land lying in the SW1/4 described as follows:

Beginning at a point on the West line of said Sec. 4, said point being

1763.3 feet North from the Southwest corner of said Sec. 4;

thence N. 89 deg. 57' E. a distance of 445 feet;

thence N. 0 deg. 03' W. a distance of 50 feet;

thence N. 68 deg. 02' W. a distance of 480 feet to a point on the West line
of said Sec. 4;

thence along the West line of said Sec. 4, S. 0 deg. 03' E. a distance of
230.0 feet to the point of beginning;

ALSO, a tract of land lying in the SW1/4 of said Sec. 4 described as follows:

Beginning at a point on the West line of said Sec. 4, said point being

1763.3 feet North of the southwest corner of said Sec. 4;

thence on the West line of said Sec. 4, S. 0 deg. 03' E., a distance of

599 feet to a point which is 40 feet distant from (when measured at
right angles to) the relocated center line of the John Day Highway;

thence Easterly on the Northerly right of way line of said highway a
distance of 33 feet;

thence parallel to and 30 feet distant Easterly from the West line of said
Sec. 4, N. 0 deg. 03' W. a distance of 587 feet;

thence S. 89 deg. 57' W. a distance of 30 feet to the point of beginning.

(Tax Acct. 16 13-27 800; 05961)

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WATER RESOURCES DEPT
SALEM, OREGON

G-17468

\$125,062.50..... John Day, Oregon..... January....., 19 90

I (or if more than one maker) we, jointly and severally, promise to pay to the order of James Moore and Nancy Moore

at Dayville, Oregon

One Hundred Twenty-five Thousand Sixty-two and 50/100..... DOLLARS,

with interest thereon at the rate of 9 percent per annum from 1/5/90 until paid, payable in annual installments of not less than \$8,337.50 in any one payment; interest shall be paid annually and

in addition to the minimum payments above required; the first payment to be made on the 5th day of January 19 91, and a like payment on the 5th day of Jan. each year thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so paid, all principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

* Strike words not applicable.

There is no penalty for prepayment of this note or any part of it.

L. J. Kimball
L. J. KIMBALL

Althea Kimball
Althea Kimball

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JUN 09 2011
WATER RESOURCES DEPT
SALEM, OREGON

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WATER RESOURCES DEPT.
SALEM, OREGON

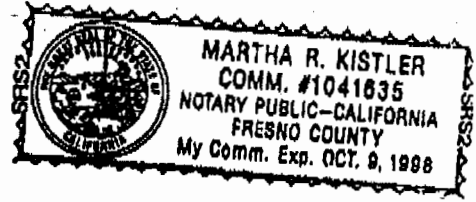
G-17468

982243-3

STATE OF ^{CALIFORNIA} OREGON, County of FRESNO, ss:

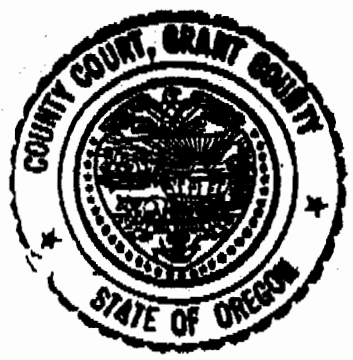
The foregoing instrument was acknowledged before me this 8 day of October 1998, by DANIEL D. FURTNEY, Trustee of the TARA TRUST dated February 16, 1996.

Martha Kistler
Notary Public for Oregon
My Commission Expires 10/9/98



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WATER RESOURCES DEPT
SALEM, OREGON

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FEB 22 2000
WATER RESOURCES DEPT.
SALEM, OREGON



INST# 982243 REF# FEE 2750
FILED October 13 1998
RECORD OFFICE TIME 3:35 M. 3 PGS
KATHY MCKINNON BY Awest
COUNTY CLERK DEPUTY

TRUST DEED

THIS TRUST DEED, made thisday ofJanuary....., 19..90., between
.....L.J. KIMBALL and ALTHEA KIMBALL.....
as Grantor, INTERMOUNTAIN /LAND TITLE COMPANY OF GRANT COUNTY, INC, as Trustee, and
.....JAMES MOORE and NANCY MOORE.....
as Beneficiary,

WITNESSETH:

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

See Legal Description Attached as Exhibit "A".

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JUN 09 2011

WATER RESOURCES DEPT
SALEM, OREGON

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WATER RESOURCES DEPT.
SALEM, OREGON

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

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of "One Hundred Twenty-Five Thousand Sixty-Two and Fifty Hundredths (\$125,062.50)"

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 hereof, if not sooner paid, to be due and payable January 5th XX 2006

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event that the maturity date of the debt secured by this instrument shall be extended, amended or otherwise altered, the maturity date of the debt secured by this instrument shall be the date of such extension, amendment or other alteration, as the case may be, and the maturity date of the debt secured by this instrument shall be the date of such extension, amendment or other alteration, as the case may be, and the maturity date of the debt secured by this instrument shall be the date of such extension, amendment or other alteration, as the case may be.

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

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

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

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

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$75,000.00, written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges 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 and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

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

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

It is mutually agreed that:

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

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full 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 said property; (b) join in

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$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 said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

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

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may elect with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable, in such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.739.

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

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

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

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, and 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.

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BOOK

61 PAGE 522

MICROFILM

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto except for these easements and rights set forth on Exhibit "B" attached hereto.

and that he will warrant and forever defend the same against all persons whomsoever. Grantors may sell any portion of the property consistent with applicable zoning and land use restrictions, and Beneficiaries will consent to a release of the lien of this trust deed of all property sold, provided that beneficiaries receive all of the net sales proceeds up to the amount then due on the promissory note, principal and interest. All net sales proceeds received shall be applied to the sums due on the promissory note.

RECEIVED

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

FEB 22 2000

WATER RESOURCES DEPT. SALEM OREGON

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 pledgees, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

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

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; 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. 1519, or equivalent. If compliance with the Act is not required, disregard this notice.

[Signature of L.J. Kimball]

L.J. KIMBALL

[Signature of Althea Kimball]

ALTHEA KIMBALL

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON

County of Grant

ss.

This instrument was acknowledged before me on January 19, 1990 by

L.J. KIMBALL and ALTHEA KIMBALL

[Signature of Notary Public for Oregon]

My commission expires: 7/6/90

STATE OF OREGON

County of

ss.

This instrument was acknowledged before me on 19, by

as of

[Signature of Notary Public for Oregon]

My commission expires:

RECEIVED

JUN 09 2011

(SEAL)

WATER RESOURCES DEPT SALEM, OREGON

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 said 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 said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to

DATED: 19

Beneficiary

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

TRUST DEED

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

L.J. and Althea Kimball

Grantor

James and Nancy Moore

Beneficiary

AFTER RECEIVING RETURN TO

James and Nancy Moore HCR-01 Box 931 Dayville, Oregon 97825



STATE OF OREGON, County of Grant

I certify that the within instrument was received for record on the 8 day of January, 1990, at 4:12 o'clock P.M., and recorded in book/reel/volume No. 61 on page 524 or as fee/title/instrument/microfilm/reception No. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

CAROL VOIGT, County Clerk

By [Signature] Deputy