



State of Oregon
Water Resources Department
158 12th Street NE, Salem, OR 97310
(503)378-8455 • (800)624-3199
www.wrd.state.or.us

Application for a Permit to Use Ground Water

Please type or print in dark ink. If your application is found to be incomplete or inaccurate, we will return it to you. If any requested information does not apply to your application, insert "n/a." Please read and refer to the instructions when completing your application. Thank you.

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AUG 20 2001
WATER RESOURCES DEPT
SALEM, OREGON

1. APPLICANT INFORMATION

A. Individuals

Applicant: Earl Brown & Sons
First Last

Co-applicant: _____
First Last

Mailing address: P.O. Box 249
Milton-Free Water Oregon 97862
City State Zip

Phone: 541-938-6645 (office)
Home Work Other

*Fax: _____ *E-Mail address: _____

B. Organizations

(Corporations, associations, firms, partnerships, joint stock companies, cooperatives, public and municipal corporations)

Name of organization: Earl E. Brown & Sons Inc

Name and title of person applying: Learned Brown (Vice President)

Mailing address of organization: P.O. Box 249
Milton-Free Water OR 97862
City State Zip

Phone: 541-938-6645 541-938-5686
Day Evening

*Fax: _____ *E-Mail address: _____

*Optional information

For Department Use
App. No. G-15614 Permit No. _____ Date 9-17-01

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2. PROPERTY OWNERSHIP

Do you own all the land where you propose to divert, transport, and use water?

Yes (Skip to section 3 "Ground water Development.")

No Please check the appropriate box below.

I have a recorded easement or written authorization permitting access.

I do not currently have written authorization or easement permitting access.

List the names and mailing addresses of all affected landowners.*

See Enclosure

*If more than 25 landowners are involved, a list is not required. See instructions.

3. GROUND WATER DEVELOPMENT

A. Number of well(s): 2 B. Name of nearest surface water body: Pleasant View Ditch

C. Distance from well(s) to nearest stream or lake: 1) P.O. Ditch - 500 ft

2) Hudson Bay Canal 3) Lydell Ditch 4) Little W.W. River

D. If distance from surface water is less than one mile, indicate elevation difference between nearest surface water and well head. 1) 10 ± ft

2) H.B. - 800 ft 10 ft 3) Lydell - 800 ft 15 ft 4) Little W.W. River 2 miles

E. Well Characteristics

Wells must be constructed according to standards set by the Department for the construction and maintenance of water wells. If the well is already constructed, please enclose a copy of the well constructor's log and the well ID number, if available, for each well with this application. Identify each well with a number corresponding to the wells designated on the map and proceed to question F in this section of the form. If the well has not been constructed, or if you do not have a well log, please complete the following:

Well(s) will be constructed by: Schneider Drilling Co.

Address: St. Paul Oregon

Completion date: _____

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2. Property Ownership

See Drawing No. 1 for lot number and location of all Lot Numbers, for ownership, and Water Rights.

Lot 400; Lot 500; Lot 501 - Leases
NE 1/4 Sec 34 T6N R35E Wm.

Evelyn Feighner - 84172 Wunsap Rd
Virginia Feighner - Milton Free water, Oregon
Betty Blondell - 97862

Lot 600 - NE 1/4 Sec 34 Lease

Delbert C. Heighty 84540 Wunsap Rd.
CeCelia A Heighty M.F. Oregon - 97862

- ① All property Deeds owned by Earl Brown and Sons are on file in the Company office.
- ② All property Deeds owned by Earl Brown and Leased to Earl Brown and Sons are on file in the Company office.
- ③ All property Deeds owned by L & E Brown and Leased to Earl Brown and Sons are on file in the Company office.
- ④ All Property Deeds owned by Leonard, Ron, Maney, and Bob Brown and leased to Earl Brown and Sons are on file in the Company office.

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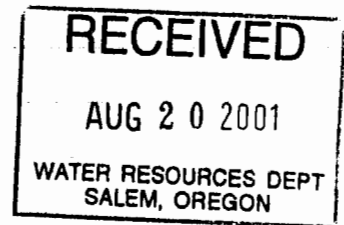
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2. Property Ownership

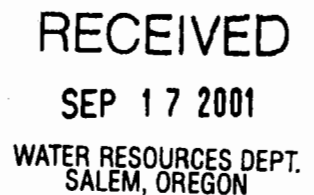
Water Rights for all property owned by Earl Brown and Sons, and for all property Leased to Earl Brown and Sons is on file in the Company office.

These records can be provided by Earl Brown and Sons upon request by the receiving staff or authorities.



(1. Enclosed Lease Records, Deeds, and Water right

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2. Please provide a description of your well development. (Attach additional sheets

Well No.	Diameter	Type and size of casing	No. of feet of casing	Intervals casing is perforated (in feet)	Seal depth	Est. depth to water	Est. depth to water bearing stratum	Type of access port or measuring device	Total well depth
		Well G-12816 is to be extended in depth from depth 545 ft. to depth 1000 ft. Log Record G-12816 is enclosed with application. Proposed Hole sizes are 18 inch and 8 inch, casing as necessary.							

F. Artesian Flows

If your water well is flowing artesian, describe your water control and conservation works:

N/A

4. WATER USE

Please read the instruction booklet for more details on "type of use" definitions, how to express how much water you need and how to identify the water source you propose to use. You must fill out a supplemental form for some uses as they require specific information for that type of use.

A. Type(s) of Use(s)

See list of beneficial uses provided in the instructions.

- If your proposed use is **domestic**, indicate the number of households to be supplied with water: _____
- If your proposed use is **irrigation**, please attach Form I
- If your proposed use is **mining**, attach Form R
- If your proposed use is **municipal or quasi-municipal**, attach Form M
- If your proposed use is **commercial/industrial**, attach Form Q

Application No. 91614
Permit No.

Ground Water

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B. Amount of Water

Provide the production rate in gallons per minute (gpm) and the total annual amount of water you need from each well, from each source or aquifer, for each use. You do not need to provide source information if you are submitting a well log with your application.

Well No.	Source or aquifer	Type of use	Total rate of water requested (in gpm)	Total annual quantity (in gallons)	Production rate of well (in gpm)
#1	Basalt	Irrigation	11.2 /ac		Pump Test pending -
#1	Basalt	Frost & Temp Control	15.8 /ac		"
#2	Basalt	Irrigation	15 quantity not obtained from Well #1		
#2	Basalt	Frost & Temp Control	"		"

163.8 ac x 11.2 gpm/ac

C. Maximum Rate of Use Requested

What is the maximum, instantaneous rate of water that will be used? 1834.5 gpm - Irrigation
 (The fees for your application will be based on this amount.)

D. Period of Use

Indicate the time of year you propose to use the water: 1 March - 31 Oct
 (For seasonal uses like irrigation give dates when water use would begin and end, e.g. March 1–October 31.)

Frost & Temperature Control 163.8 x 15.6 gpm/ac = 2588 potential use -

E. Acreage

If you will be applying water to land, please give the total number of acres where water will be applied or used: 163.8 acres

(This number should be consistent with your application map.)

Frost and Temperature Control as required.

5. WATER MANAGEMENT

A. Diversion

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

- Pump (give horsepower and pump type) Turbine Pump - 150-200 H.P.
- Other means (describe) _____

B. Transport

How will you transport water to your place of use?

- Ditch or canal (give average width and depth)
 Width _____ Depth _____

Is the ditch or canal to be lined? Yes No

- Pipe (give diameter and total length)
 Diameter _____ Length _____

- Other (describe) _____

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Application No. 5112614
 Ground Water 4

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C. Application/Distribution Method Centrifugal Pump from bulge into
What equipment will you use to apply water to your place of use? Distribution Lines

2 Centrifugal Pumps - One for each Bulge - 600gpm each

Irrigation or land application method (check all that apply):

- | | | |
|--|---|--|
| <input type="checkbox"/> Flood | <input checked="" type="checkbox"/> High-pressure sprinkler | <input checked="" type="checkbox"/> Low pressure sprinkler |
| <input type="checkbox"/> Drip | <input type="checkbox"/> Water cannons | <input type="checkbox"/> Center pivot system |
| <input type="checkbox"/> Hand lines | <input type="checkbox"/> Wheel lines | |
| <input type="checkbox"/> Siphon tubes or gated pipe with furrows | | |
| <input type="checkbox"/> Other, describe _____ | | |

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Distribution method

- Direct pipe from source In-line storage (tank or pond) Open canal

D. Conservation

What methods will you use to conserve water? Why did you choose this distribution or application method? For example, if you are using sprinkler irrigation rather than drip irrigation, explain. If you need additional space, attach a separate sheet.

Both East and West bulges are lined with PVC.
Pumps from the bulges with Centrifugal pumps, the
water is conveyed in PVC pipe to the sprinklers.

6. PROJECT SCHEDULE

Indicate the anticipated dates that the following construction tasks should begin. If construction has already begun, or is completed, please indicate that date.

Proposed date construction will begin 1 Sept 01

Proposed date construction will be completed 1 Jan 02

Proposed date beneficial water use will begin 1 March 02

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7. REMARKS

If you would like to clarify any information you have provided in the application, please do so here and reference the specific application question you are addressing.

If the proposed well #1 extension in depth of well
G-12816 does not yield the required GPM for
irrigation, Then a second well #2 is requested.
The second well location would be in the
SW 1/4 - NW 1/4 Section 35 T6N R 35E Wm.
See drawing #1 for the second well location
Comments continued -

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7. Remark Continued:

The lands to be irrigated are located in the Mitten-Free water Grants. This requires the 262 gallon/minute/acre to satisfactorily irrigate the orchards.

Paragraph 5, Water Management

Sub paragraph C - Describe the Centrifugal Pumps - 2 - 600 gallon/minute for normal irrigation.

In addition to these pumps are 2 Centrifugal pumps used for Erosion and Temperature Control, having a capacity of 1500 to 2000 gallons per minute. There is one located in each pumping station for each bulge, and are powered by diesel engine.

Application No. 51764
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8. MAP REQUIREMENTS

The Department cannot process your application without accurate information showing the source of water and location of water use. You must include a map with this application form that clearly indicates the township, range, section, and quarter/quarter section of the proposed well location and place of use. The map must provide tax lot numbers. See the map guidelines sheet for detailed map specifications.

9. SIGNATURE

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By my signature below I confirm that I understand:

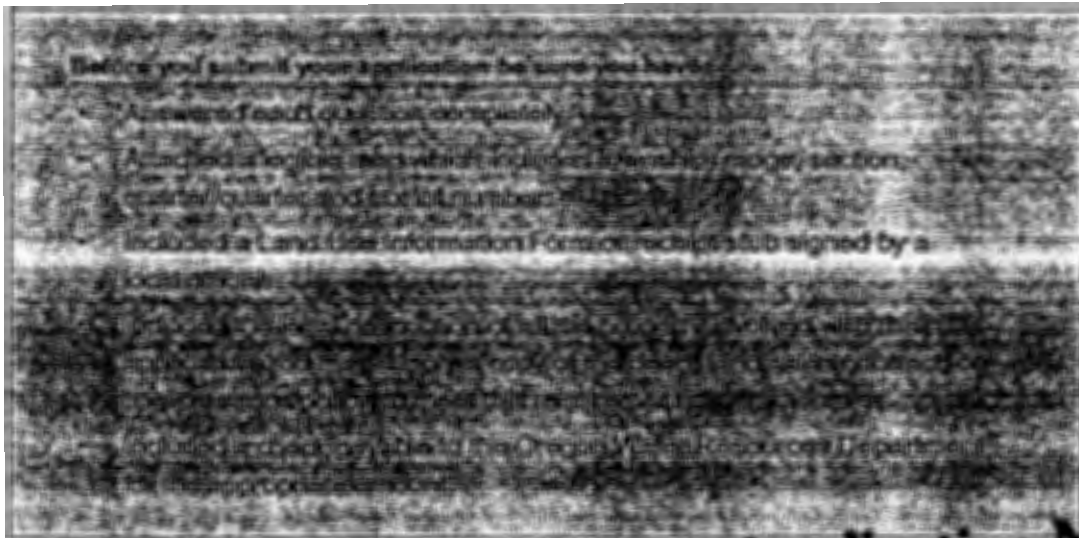
- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application packet.
- I cannot legally use water until the Water Resources Department issues a permit to me.
- If I get a permit, I must not waste water.
- If development of the water use is not according to the terms of the permit, the permit can be canceled.
- The water use must be compatible with local comprehensive land use plans.
- Even if the Department issues a permit to me, I may have to stop using water to allow senior water right holders to get water they are entitled to, and

I swear that all information provided in this application is true and correct to the best of my knowledge:

Leonard E Brown V.P. Earl E Brown & Sons Inc
Signature of Applicant Date 8/16/01

Signature of Co-applicant

Date



Fax - To Roger Wright
1-503-378-6203

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WATER RESOURCES DEPT.
SALEM, OREGON

Earl Brown & Sons
Water Well Locations

Measurements are made from North East
Corner of Section 34 T6N R35E Wm.

Application No. 51214

Well No. & Lot	Distances		Remarks Quarter - Class
	N-S	E-W	
GR 3739 Lot 900	S-640	W-929	NE 1/4 NE 1/4 P 200 GPM
GR 2417 Lot 501	S-643	W-35	NE 1/4 NE 1/4 P 250 GPM
G 1339 Lot 700	S-1267	W-1366	NW 1/4 NE 1/4 S 98 GPM
GR 1516 Lot 1200	S-1716	W 1325	SW 1/4 NE 1/4 S 400 GPM
GR 3740 Lot 1400	S-2630	W-1330	SW 1/4 NE 1/4 S 300 GPM
GR 2215 Lot 1600	S-2630	W-95	SE 1/4 NE 1/4 S 300 GPM
GR 1282 Lot 1700	S-1950	W-192	SE 1/4 NE 1/4 S 103 GPM
GR 1394 Lot 1201	S-1716	E-1315	SE 1/4 NW 1/4 P 300 GPM
GR 1115 Lot 1400	S-2635	E 1315	SE 1/4 NW 1/4 P 300 GPM

Measurements are made from South East
Corner of Section 34 T6N R35E Wm.

GR 12816	N 1400	W-2255	NW 1/4 SE 1/4 S
GR 3504 Lot 500	N 1340	W-2000	NW 1/4 SE 1/4 S
Proposed Well #2	N 2930	E. 1315	

22 Aug 01 KLB

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1-503-378-6203

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WATER RESOURCES DEPT.
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Earl Brown & Sons
Water Well Locations

Measurements are made from North East
Corner of Section 34 T6N R35E Wm.

Application No. 915614
Permit No.

Well No. & Lot	Distances		Remarks Quarters - Class
	N-S	E-W	
GR 3739 Lot 900	S-640'	W-924	NE 1/4 NE 1/4 P 200 GPM
GR 2417 Lot 501	S-643	W-35	NE 1/4 NE 1/4 P 250 GPM
G 1339 Lot 700	S-1267	W-1366	NW 1/4 NE 1/4 S 98 GPM
GR 1516 Lot 1200	S-1716	W 1325	SW 1/4 NE 1/4 S 400 GPM
GR 3740 Lot 1400	S-2630	W-1330	SW 1/4 NE 1/4 S 300 GPM
GR 2215 Lot 1600	S-2630	W-95	SE 1/4 NE 1/4 S 300 GPM
GR 1282 Lot 1700	S-1950	W-192	SE 1/4 NE 1/4 S 103 GPM
GR 1394 Lot 1201	S-1716	E-1315	SE 1/4 NW 1/4 P 300 GPM
GR 1115 Lot 1400	S-2635	E 1315	SE 1/4 NW 1/4 P 300 GPM

Measurement are made from South East
Corner of Section 34 T6N R35E Wm.

G12816 Lot 500	N 1400	W-2255	NW 1/4 SE 1/4 S
GR 3504 Lot 500	N 1340	W-2000	NW 1/4 SE 1/4 S
Proposed Well #2	N 2930	E 1315	

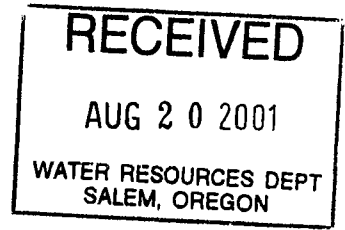
22 Aug 01 KEG



Oregon Water Resources Department

FORM I

FOR IRRIGATION WATER USE



1. Please indicate whether you are requesting a primary or supplemental irrigation water right.

Primary Supplemental

If supplemental, please indicate the number of acres that will be irrigated for each type of use.

Primary: _____ Acres

Secondary: 163.8 Acres

List the permit or certificate number of the primary water right: No. _____



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2. Please list the anticipated crops you will grow and whether you will be irrigating them for a full or partial season:

- 1. Apples Full season Partial season (from: _____ to _____)
- 2. Prunes Full season Partial season (from: _____ to _____)
- 3. _____ Full season Partial season (from: _____ to _____)
- 4. _____ Full season Partial season (from: _____ to _____)

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

$$163.8 \text{ ac} \times 4.5 \text{ Ac ft / ac} = \underline{737.1} \text{ acre-feet}$$

(1 acre-foot equals 12 inches of water spread over 1 acre, or 43,560 cubic feet, or 325,851 gallons.)

4. How will you schedule your applications of water? Will you be applying water in the evenings, twice a week, daily?

- Daily during daytime hours Daily during nighttime hours
- Two or three times weekly during daytime Two or three times weekly during nighttime
- Weekly, during daytime hours Weekly, during nighttime hours
- Other, explain: _____

Application No. 911614
Permit No.



Oregon Water Resources Department
Land Use Information Form

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SALEM, OREGON

This information is needed to determine compatibility with local comprehensive plans as required by ORS 197.180. The Water Resources Department will use this and other information to evaluate the water use application. DO NOT fill out this form if water is to be diverted, conveyed, or used only on federal lands.

To Be Completed By Applicant

The following section includes information about proposed water use. This section must be completed by the individual or group that is filing an application for a water right with the Water Resources Department.

A. Applicant

Name: Earl E. Brown

Address: P.O. Box 249

City: Milton-Freewater State: OR Zip: 97862 Day Phone: 541-938-6645

B. Land and Location

Please provide information as requested below for all tax lots on or through which water will be diverted, conveyed, or used. Check "diverted" if water is diverted (taken) from its source on tax lot, "conveyed" if water is conveyed (transported) on tax lot, and "used" if water will be put to beneficial use on tax lot. More than one box may be checked. (Attach extra sheets as necessary.) 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.

Handwritten notes: MAP# LN3534D TL# 500, MAP# LN3534A TL# 500, 501, 600, 700, 1200, 1400, 1600, MAP# LN3535B TL# 1201, 1300, 1400

Table with 3 columns: Tax Lot I.D., Plan Designation (e.g. Rural Residential/RR-5), Water to be: (check all that apply). Includes handwritten entries: 'See Listings & MAP' and 'All EFU zone'.

List counties and cities where water is proposed to be diverted, conveyed, or used.

C. Description of Water Use

Indicate what the water will be used for. Include the beneficial use (found in the instruction booklet for your water right application) and use the space below to describe the key characteristics of the project.

Beneficial Use(s): Irrigation of orchard land

Briefly describe:

D. Source

Indicate the source for the proposed water use:

Reservoir/Pond, Ground Water (checked), Surface Water (source)

E. Quantity

Indicate the estimated quantity of water the use will require:

1834 CFS, GPM (checked), Acre-Feet

Receipt for Request for Land Use Information

State of Oregon
Water Resources Department
Commerce Bldg.
158 12th St. NE
Salem, OR 97310-0210
(503)378-8455

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WATER RESOURCES DEPT.
SALEM, OREGON

Application No. 517614
Permit No.

For Local Government Use Only

The following section must be completed by a planning official from each county and city listed unless your project will be located entirely within the city limits. In this case, only the city planning agency must complete this form. Please request additional forms as needed or feel free to copy.

A. Allowed Use

Check the appropriate box below and provide requested information.

- Land uses to be served by proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): 152.056. Go to section B "Approval" below
- Land uses to be served by proposed water uses (including proposed construction) involve discretionary land use approvals as listed in the table below.

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

Note: Please attach documentation of applicable local land use approvals which have already been obtained. (Record of Action plus accompanying findings is sufficient.)

B. Approval

Please provide printed name and written signature.

Name: CAROL JOHNSON Date: 8-16-01
 Title: Planner Phone: 541 278-6252
 Signature: *Carol Johnson*

C. Additional Comments

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

Note: If this form cannot be completed while the applicant waits, sign and detach the receipt stub as instructed below. You will have 30 days from the Water Resources Department's notice date to return the completed Land Use Information Form or WRD will presume the land use associated with the proposed water right is compatible with local comprehensive plans. (See attached letter.)

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SALEM, OREGON

Receipt for Request for Land Use Information

Name of water right applicant: _____

This receipt must be signed by a local government representative and returned to the applicant at the time they present this form. This receipt must be included in the application for a water right permit if the local government cannot provide the requested land use information while the applicant waits.

City or County: _____

Staff contact: _____

Signature: _____ Date: _____

Application No. 517614

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WATER RESOURCES DEPT.
SALEM, OREGON

Introductory Statement

This application is necessary to assure on going water for irrigation of 163.8 acres of apples and prunes in Section 34 and 35, T6N R35E, WM.

Drawing No. 1 lists the location by lot number, and acres, established by and taken from the Umatilla County Assessor's maps. Also listed for each lot is the current water source, as Lydell Branch Ditch and GR water wells drilled in the alluvium of the Walla Walla Valley.

The water sources are identified as primary or supplemental. The Lydell Branch and Pleasant View ditch consist of 132.68 acres of surface water irrigation and the ditches provide the water under the direction of the Walla Walla River Irrigation District. The address for the Walla Walla River Irrigation District is:

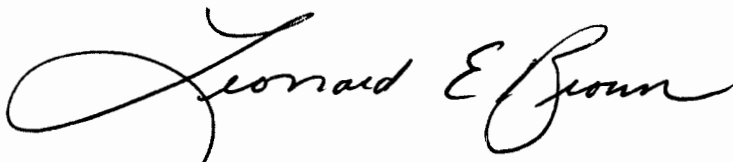
605 Lamb St.
Milton-Freewater, OR 97862
(541) 938-0144.

The GR water wells are operated individually and deliver water into the irrigation district's main pipelines. The surface water is delivered through 2 Weirs from Lydell Ditch and fed directly into the East and West bulges.

Recent history has indicated a reduction in surface water of 33%. The water rights for the surface irrigation (Lydell and Pleasant View) were originally 16 gallon per minute per acre, which has been reduced to 11.2 gallons/minute/acre. This water has been withdrawn from irrigation to comply with the Endangered Species Act by Federal Authorities and put into the main channel of the Walla Walla River. Continued statements by the Federal Authorities indicate the withdrawals will continue into the future as year 2002.

As the surface irrigation water is withdrawn, the GR water well in the valley alluvium declines in static water level, and ultimately fails completely.

This application is to provide replacement water from the aquifer in the basalt rock.



Leonard Brown

Application No. 515714
Permit No.

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SALEM, OREGON

WALLA WALLA RIVER IRRIGATION DISTRICT
605 N. Lamb
Milton-Freewater, OR 97862
541-938-0144

To Whom It May Concern:

Sept 11, 2001

The Walla Walla River Irrigation District (District) has reviewed the well application submitted by Earl Brown and Sons Inc. The District has no objection to the application as submitted covering lands within our boundaries. Endangered Species Act concerns have left District patrons unsure of the certainty of surface water sources. The District is currently reducing the delivery rate to all patrons to meet in-stream flows set by settlement agreement with the US Fish and Wildlife Service.

Sincerely,



Brent Stevenson
District Manager
Walla Walla River Irrigation District

Application No.
Permit No.

J 13614

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WATER RESOURCES DEPT.
SALEM, OREGON

WALLA WALLA RIVER IRRIGATION DISTRICT

605 N. Lamb
Milton-Freewater, OR 97862
541-938-0144

To Whom It May Concern:

Sept 11, 2001

The Walla Walla River Irrigation District (District) would like to submit supporting information to the enclosed well application. The Milton-Freewater area has unusual soil characteristics which require a higher than normal application rate to support agriculture. The Oregon Water Resources Department has adopted policy to allow an appropriation of 11.2 gallons per minute per acre for areas that contain such soils as defined by the enclosed map. The Walla Walla River Decree has also allowed a higher than normal diversion rate of 16.8 gallons per minute per acre supporting this requirement. I would ask that you review the enclosed map from our regional watermasters office and allow the request for the appropriation of 11.2 gpm for all acreage that is within the Milton-Freewater gravel area or that has a primary surface water right with a 16.8 gpm rate.

Thank you for your consideration on this matter.

Sincerely,



Brent Stevenson
District Manager
Walla Walla River Irrigation District
541-938-0144

Application No. 515614
Permit No.

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SALEM, OREGON

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

DEC 13 1994

(START CARD) #

5 UMAT
6282

60N/35E/3446
63044

(1) OWNER: Well Number _____
Name Jack Slusa Reano
Address RT 2 Box 355
City Milton Freewater State OR Zip 97162

(2) TYPE OF WORK:
 New Well Deepen Recondition Abandon

(3) DRILL METHOD:
 Rotary Air Rotary Mud Cable
 Other

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

(5) BORE HOLE CONSTRUCTION:
Special Construction approval Yes No Depth of Completed Well 445 ft.
Explosives used Yes No Type _____ Amount _____

HOLE		SEAL		Amount	
Diameter	To	Material	From	To	sacks or pounds
16	0	Bentonite	0	60	3300
12	14	Cement	140	470	5800 lbs

How was seal placed: Method A B C D E
 Other _____

Backfill placed from _____ ft. to _____ ft. Material _____
Gravel placed from _____ ft. to _____ ft. Size of gravel _____

(6) CASING/LINER:

Diameter	From	To	Gauge	Steel	Plastic	Welded	Threaded
12	+1	60	200	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	+2	470	250	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Liner: _____

Final location of shoe(s) 470

(7) PERFORATIONS/SCREENS:

From	To	Material	Thickness	Number	Diameter	Casing	Liner

RECEIVED SEP 17 2001
AUG 20 2001
WATER RESOURCES DEPT. SALEM, OREGON

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

Yield, gal/min	Drawdown	Drill stem at	Time
200	100	520	1 hr.

Pump Bailor Air Flowing Artesian

Temperature of Water 5.3 Depth Artesian Flow Found _____
Was a water analysis done? Yes By whom _____
Did any strata contain water not suitable for intended use? Too little
 Salty Muddy Odor Colored Other _____
Depth of strata: _____

(9) LOCATION OF WELL by legal description:
County Umatilla Latitude _____ Longitude _____
Township 6 N or S. Range 35 E or W. WM.
Section 34 NW & NW
Tax Lot 500 Lot _____ Block _____ Subdivision _____
Street Address of Well (or nearest address) RT 2 Box 355
Milton Freewater OR

(10) STATIC WATER LEVEL:
_____ ft. below land surface. Date 10-19-94
Artesian pressure _____ lb. per square inch. Date _____

(11) WATER BEARING ZONES:
Depth at which water was first found 62

From	To	Estimated Flow Rate	SWL
62	127	40	45
217	249	5	108
318	319	15	110
333	346	80	108

(12) WELL LOG: Ground elevation _____

Material	From	To	SWL
Brown Soil Gravel	0	2	
Tan silt cemented gravel	2	20	
Blk silt coarse gravel	20	26	
Tan silt cemented gravel	26	62	
Blk silt cemented gravel	62	127	45
Grey silt cemented gravel	127	163	
Light tan cemented sand & gravel	163	192	
Blk silt cemented gravel	192	240	
Blk silt pea gravel soft	240	245	
Yellow tan clay work soft	245	247	
Flint sand tan silt	247	249	108
Dark blk silt cemented gravel	249	255	
Tan clay w/ pea gravel	255	257	
Yellow clay	257	296	
Yellow sand w/ mica fine w/ clay silt	296	301	
Tan sand w/ mica silt	301	318	
Grey silt coarse sand & gravel cemented	318	320	110
Silt fine sand w/ mica cement	320	322	
Sticky tan clay	322	330	
Blue clay sandy tan w/ mica	330	332	

Date started 8-16-94 Completed 10-19-94

(unbonded) Water Well Constructor Certification:
I certify that the work I performed on the construction, alteration, or abandonment of this well is in compliance with Oregon well construction standards. Materials used and information reported above are true to my best knowledge and belief.
Application No. 811614 WWC Number _____
Signed _____ Date _____

(bonded) Water Well Constructor Certification:
I accept responsibility for the construction, alteration, or abandonment work performed on this well during the construction dates reported above. All work performed during this time is in compliance with Oregon well construction standards. This report is true to the best of my knowledge and belief.
Signed _____ WWC Number 556
Date 10-19-94

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

*UMAT
6283*

Page *2*

DEC 1 1994

*6N/35E/3466
63014 pg. 2*

(1) OWNER:

Name *Jack Susarenko*
 Address *RT 2 Box 365*
 City *Milton Freewater* State *OR* Zip *97862*

(2) TYPE OF WORK:

New Well Deepen Recondition Abandon

(3) DRILL METHOD:

Rotary Air Rotary Mud Cable
 Other

(4) PROPOSED USE:

Domestic Community Industrial Irrigation
 Thermal Injection Other

(5) BORE HOLE CONSTRUCTION:

Special Construction approval Yes No Depth of Completed Well _____ ft.
 Explosives used Yes No Type _____ Amount _____

HOLE		SEAL		Amount sacks or pounds
Diameter	From To	Material	From To	

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

Backfill placed from _____ ft. to _____ ft. Material _____
 Gravel placed from _____ ft. to _____ ft. Size of gravel _____

(6) CASING/LINER:

Diameter	From To	Gauge	Material			
			Steel	Plastic	Welded	Threaded
Casing:			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Liner:			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Final location of shoe(s) _____

(7) PERFORATIONS/SCREENS:

Perforations Method _____
 Screens Type _____ Material _____

From	To	Slot size	Number	Diameter	Tele/pipe size	Casing	Liner
						<input type="checkbox"/>	<input type="checkbox"/>

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

Yield gal/min	Drawdown	Drill stems at	Time
			1 hr.

Application No. *511614*

Permit No. _____

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

SALEM, OREGON

(9) LOCATION OF WELL by legal description:

County _____ Latitude _____ Longitude _____
 Township _____ N or S. Range _____ E or W. WM.
 Section _____ 1/4 _____ 1/4 _____
 Tax Lot _____ Lot _____ Block _____ Subdivision _____
 Street Address of Well (or nearest address) _____

(10) STATIC WATER LEVEL:

_____ ft. below land surface. Date _____
 Artesian pressure _____ lb. per square inch. Date _____

(11) WATER BEARING ZONES:

Depth at which water was first found _____

From	To	Estimated Flow Rate	SWL
RECEIVED			
SEP 17 2001			

(12) WELL LOG:

Material	From	To	SWL
<i>Top 5 ft w/ Sand & Gravel</i>	<i>9</i>		
<i>& mica</i>	<i>339</i>	<i>346</i>	<i>108</i>
<i>Blue clay sticky soft</i>	<i>356</i>	<i>349</i>	
<i>Blue clay Basalt chunks</i>	<i>349</i>	<i>351</i>	
<i>Blue clay clay</i>	<i>351</i>	<i>379</i>	
<i>Blue clay Black sand chunk</i>			
<i>Basalt rock</i>	<i>389</i>	<i>420</i>	
<i>Blue clay Almost shale</i>			
<i>Layers</i>	<i>420</i>	<i>432</i>	
<i>Smooth Blue clay Almost</i>			
<i>shale layers</i>	<i>432</i>	<i>445</i>	
<i>Black Basalt w/ clay</i>			
<i>strata</i>	<i>445</i>	<i>456</i>	
<i>Broken Black Basalt</i>	<i>456</i>	<i>457</i>	
<i>Hard Black Basalt</i>	<i>457</i>	<i>465</i>	
<i>Decomposed Black Basalt</i>	<i>465</i>	<i>482</i>	
<i>Med Hard Black Basalt</i>	<i>482</i>	<i>520</i>	<i>108</i>
<i>w/ green clay deposits Fractured</i>			
<i>Broken Black Basalt</i>	<i>520</i>	<i>539</i>	
<i>Fractured Basalt</i>			
<i>Spore</i>	<i>539</i>	<i>544</i>	
<i>Hard Black Basalt</i>	<i>544</i>	<i>545</i>	<i>108</i>

Date started _____ Completed _____

(unbonded) Water Well Constructor Certification:

I certify that the work I performed on the construction, alteration, or abandonment of this well is in compliance with Oregon well construction standards. Materials used and information reported above are true to my best knowledge and belief.

Signed _____ WWC Number _____
 Date _____

(bonded) Water Well Constructor Certification:

I accept responsibility for the construction, alteration, or abandonment work performed on this well during the construction dates reported above. All work performed during this time is in compliance with Oregon well construction standards. This report is true to the best of my knowledge and belief.

Signed _____ WWC Number _____
 Date _____

*915
545
370*

Back 45921

*915 collar
456 Rock*

*Collar 915
G-12816*

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

*UMAT
6283*

Page 2

DEC 1 1994

(START CARD)

*6N/35E/3466
63014 pg. 2*

(1) OWNER:

Name *Jack Susarenko*
 Address *RT 2 Box 365*
 City *Milton Freewater* State *OR* Zip *97122*

(2) TYPE OF WORK:

New Well Deepen Recondition Abandon

(3) DRILL METHOD:

Rotary Air Rotary Mud Cable
 Other

(4) PROPOSED USE:

Domestic Community Industrial Irrigation
 Thermal Injection Other

(5) BORE HOLE CONSTRUCTION:

Special Construction approval Yes No Depth of Completed Well _____ ft.
 Explosives used Yes No Type _____ Amount _____

HOLE		SEAL		Amount sacks or pounds
Diameter	From To	Material	From To	

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

Backfill placed from _____ ft. to _____ ft. Material _____
 Gravel placed from _____ ft. to _____ ft. Size of gravel _____

(6) CASING/LINER:

Casing:	Diameter	From	To	Gauge	Steel	Plastic	Welded	Threaded
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Liner:					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Final location of shoe(s)

(7) PERFORATIONS/SCREENS:

Perforations Method _____
 Screens Type _____ Material _____

From	To	Slot size	Number	Diameter	Tele/pipe size	Casing	Liner
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>

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

Pump Bailor Air Flowing Artesian
 Yield gal/min _____ Drawdown _____ Drill stem at _____ Time _____
 _____ 1 hr.

*915
545
370*

*Application No. 915619
Permit No.*

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

(9) LOCATION OF WELL by legal description:

SALEM, OREGON
 County _____ Latitude _____ Longitude _____
 Township _____ N or S Range _____ E or W. WM. _____
 Section _____ 1/4 _____ 1/4 _____
 Tax Lot _____ Lot _____ Block _____ Subdivision _____
 Street Address of Well (or nearest address) _____

(10) STATIC WATER LEVEL:

_____ ft. below land surface. Date _____
 Artesian pressure _____ lb. per square inch. Date _____

(11) WATER BEARING ZONES:

RECEIVED		RECEIVED	
From	To	Estimated Flow Rate	SWL

WATER RESOURCES DEPT. SALEM, OREGON

(12) WELL LOG:

Material	From	To	SWL
<i>TRANSIT w/ Sand & Gravel</i>	<i>9</i>		
<i>& mica</i>	<i>399</i>	<i>346</i>	<i>108</i>
<i>Blue clay sticky silt</i>	<i>346</i>	<i>349</i>	
<i>Blue clay Basalt chunks</i>	<i>349</i>	<i>351</i>	
<i>Blue clay clay</i>	<i>351</i>	<i>379</i>	
<i>Blue clay Black sand chunk</i>			
<i>Basalt rock</i>	<i>379</i>	<i>426</i>	
<i>Blue clay Almost shale</i>			
<i>Layers</i>	<i>426</i>	<i>432</i>	
<i>Smooth Blue clay Almost</i>			
<i>Shale layers</i>	<i>432</i>	<i>445</i>	
<i>Black Basalt w/ clay</i>			
<i>streaks</i>	<i>445</i>	<i>456</i>	
<i>Broken Black Basalt</i>	<i>456</i>	<i>457</i>	
<i>Hard Black Basalt</i>	<i>457</i>	<i>465</i>	
<i>Decomposed Black Basalt</i>	<i>465</i>	<i>482</i>	
<i>Med Hard Black Basalt</i>	<i>482</i>	<i>520</i>	<i>108</i>
<i>w/ green clay deposits Fractured</i>			
<i>Broken Black Basalt</i>	<i>520</i>	<i>539</i>	
<i>Exposed & visible</i>			
<i>Strata</i>	<i>539</i>	<i>544</i>	
<i>Hard Black Basalt</i>	<i>544</i>	<i>545</i>	<i>108</i>

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

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

Rock 45924

*915 Collier
456 Rock*

*Collier 915
12816*

UMAT 54341

G-12816
Extended to 1003'

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

WELL I.D. # L 51295
START CARD # 138417

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

(1) LAND OWNER
Name Earl Brown & Sons
Address PO Box 249
City Milton-Freewater State OR Zip 97862
Well Number _____

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

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

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

(5) BORE HOLE CONSTRUCTION:
Special Construction approval Yes No Depth of Completed Well 1003 ft.
Explosives used Yes No Type _____ Amount _____

HOLE			SEAL			
Diameter	From	To	Material	From	To	Sacks or pounds
10	539	607	Not Changed			
8	607	1003				

How was seal placed: Method A B C D E
 Other _____

Backfill placed from _____ ft. to _____ ft. Material _____
Gravel placed from _____ ft. to _____ ft. Size of gravel _____

(6) CASING/LINER:

	Diameter	From	To	Gauge	Steel	Plastic	Welded	Threaded
Casing:	Not Changed				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Liner:	8	450	685	.250	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

(7) PERFORATIONS/SCREENS:

Perforations Method Rotary Perforator
 Screens Type _____ Material _____

From	To	Slot size	Number	Diameter	Tele/pipe size	Casing	Liner
520	543	.2x1	920			<input type="checkbox"/>	<input checked="" type="checkbox"/>
560	580	.2x1	900			<input type="checkbox"/>	<input checked="" type="checkbox"/>
605	643	.2x1	1710			<input type="checkbox"/>	<input checked="" type="checkbox"/>
643	680	.2x1	925			<input type="checkbox"/>	<input checked="" type="checkbox"/>

(8) WELL TESTS: Minimum testing time is 1 hour
RC-air lift
 Pump Bailer Air Flowing Artesian

Yield gal/min	Drawdown	Drill stem at	Time
125	3		1 hr.

Temperature of water 65°F Depth Artesian Flow Found _____
Was a water analysis done? Yes By whom _____
Did any strata contain water not suitable for intended use? Too little
 Salty Muddy Odor Colored Other _____
Depth of strata: _____

(9) LOCATION OF WELL by legal description:
County Umatilla Latitude _____ Longitude _____
Township 6N N or S Range 35E E or W. WM.
Section 34 NW 1/4 of SE 1/4
Tax Lot 500 Lot _____ Block _____ Subdivision _____
Street Address of Well (or nearest address) Yellow Jacket Rd

(10) STATIC WATER LEVEL:
147 ft. below land surface. Date 8-14-01
Artesian pressure _____ lb. per square inch Date _____

(11) WATER BEARING ZONES:
Depth at which additional significant water was first found 580

From	To	Estimated Flow Rate	SWL
580	1003	See (8)	See (10)

(12) WELL LOG:
Ground Elevation _____

Material	From	To	SWL
See Attached Log			
Original Well is Reportedly			
UMAT 6283 SC63014			

Application No. 57614
Permit No. _____

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WATER RESOURCES DEPT.
SALEM, OREGON

Date started 6-13-01 Completed 8-14-01

(unbonded) Water Well Constructor Certification:
I certify that the work I performed on the construction, alteration, or abandonment of this well is in compliance with Oregon water supply well construction standards. Materials used and information reported above are true to the best of my knowledge and belief.
Signed Steve Villard WWC Number 1530 Date 8-31-01

(bonded) Water Well Constructor Certification:
I accept responsibility for the construction, alteration, or abandonment work performed on this well during the construction dates reported above. All work performed during this time is in compliance with Oregon water supply well construction standards. This report is true to the best of my knowledge and belief.
Signed Alysha Schneider WWC Number 649 Date 8-31-01

G-12816
Log record.

BROWN AND SONS
by **Schneider Drilling Co.**
SC #138417 - Label #L 51295

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WATER RESOURCES DEPT.
SALEM, OREGON

<u>FM</u>	<u>TO</u>	<u>DESCRIPTION</u>
539	546	Basalt, gray, hard
546	548	Basalt, dark gray, fractured, hard
548	560	Basalt, dark gray, hard
560	580	Basalt, dark gray, fractured, hard
580	586	Claystone, green, broken, firm, vesicular
586	591	Basalt, gray, broken, vesicular with some claystone, green
591	602	Basalt, gray and black, broken
602	605	Claystone, green, broken
605	607	Basalt, black, hard
607	621	Basalt, dark gray, black and red
621	623	Basalt, dark gray, black and brown, broken
623	635	Basalt, brown and black, soft, porous
635	639	Basalt, gray, black, red and brown with some claystone, blue
639	640	Basalt, gray and black, broken
640	642	Basalt, gray and black, medium hard
642	645	Basalt, gray and black, medium hard, vesicular
645	650	Basalt, gray, black, brown and blue, broken, vesicular
650	670	Basalt, gray and black, medium hard, fractured, vesicular
670	678	Basalt, gray, hard, fractured with black and green in seams, vesicular
678	682	Basalt, gray, brown and black, medium, fractured with black and green in seam
682	684	Basalt, gray and brown, medium, fractured with blue in seams, vesicular
684	690	Basalt, gray, medium, fractured with black and blue in seams
690	693	Basalt, gray, medium, fractured with black and blue in seams, vesicular
693	696	Basalt, gray, broken, vesicular
696	700	Basalt, gray, hard, fractured with black and crystal white in seams
700	745	Basalt, gray, medium, fractured with blue and green in seams, vesicular
745	748	Basalt, gray and black, broken, vesicular
748	749	Basalt, brown and black, medium, fractured, vesicular
749	756	Basalt, gray, brown and black, medium, vesicular
756	764	Basalt, gray, black and green, broken, vesicular
764	766	Basalt, gray, medium hard, fractured with black in seams, vesicular

Application No. 515614
Permit No.

G12816
Extended
Log Record

766	770	Basalt, gray and black, broken, vesicular
770	788	Basalt, gray, medium hard, black and blue fractures, vesicular
788	790	Basalt, gray and black, broken, vesicular
790	836	Basalt, gray, medium hard, fractured, black in seams
836	840	Basalt, gray and black, broken, vesicular
840	844	Basalt, gray, black, brown and green, broken, vesicular
844	861	Basalt, gray and black, broken
861	880	Basalt, gray, medium, fractured with black, blue and green seams, vesicular
880	921	Basalt, gray and black, broken, vesicular
921	941	Basalt, gray, black, blue, green and brown, broken, vesicular
941	961	Basalt, gray, hard, fractured with black in seams
961	982	Basalt, gray, hard, fractured
982	991	Basalt, gray, black, green and blue, soft, broken, vesicular
991	1003	Basalt, gray, black and blue, hard, lightly fractured

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SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

Application No. 515764
Permit No.

11 MAT 4283/54341 (Test is post deepening). KCLW



LAYNE OF WASHINGTON, INC.

P. O. Box 610
PASCO, WA 99301
(509) 545-9546

G-12816
Pumping Test

WELL TESTING REPORT

NAME Brown & Sons Orchards LOCATION Milton-Freewater, Oregon

I. D. WELL 10" WELL DEPTH _____ WATER TEMP. _____ STATIC WATER LEVEL 148'

ORIFICE SIZE 8" DISCHARGE PIPE 10" COLUMN & LENGTH 420' AIRLINE 420'

08-28-01
A.M.

3-28-01
P.M.

TIME	WATER LEVEL FT. FROM TOP	R. P. M.	ORIFICE READING	G. P. M.	REMARKS: SAND? CASCADING WATER? etc.
8:25	147'			1000	Clear
8:30	175'				
8:40	180'				
9:00	182'				
9:15	184'				
9:33	186'				
9:55	186'				
10:15	189'				
11:15	191'				
11:52	191'				
1:00	193'				
2:00	198'				
3:00	198'				
3:55	198'				
3:55				1500	
3:56	217'				
4:15	221'				
4:44	226'				
5:30	228'				
5:52	230'				
6:30	230'				
7:00	230'				
8:00	230'				
9:00	230'				
10:00	230'				
10:00	263'			2000	Clear
RECOVERY TIME:		FT. 1 MINUTE	FT. 2 MINUTES	FT. 3 MINUTES	

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SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

APPROVED BY:

(LAYNE & BOWLER, INC.)

(OWNER OF WELL)

INSTALLED BY: Approved by G112614 DATE 08-29-01

Permit No.



LAYNE OF WASHINGTON, INC.

P. O. Box 610
 PASCO, WA 99301
 (509) 545-9546

G-12816
Pumping test

WELL TESTING REPORT

NAME Brown & Sons Orchards LOCATION Milton-Freewater, Oregon
 I. D. WELL 10" WELL DEPTH _____ WATER TEMP. _____ STATIC WATER LEVEL 148'
 ORIFICE SIZE 8" DISCHARGE PIPE 10" COLUMN & LENGTH 420' AIRLINE 420'

08-29-01
 A.M.

TIME	WATER LEVEL FT. FROM TOP	R. P. M.	ORIFICE READING	G. P. M.	REMARKS: SAND? CASCADING WATER? etc.
10:45	265'			2000	
11:00	265'				
11:03	267'				
11:30	267'				
12:00	270'				
12:30	272'				
1:00	272'				
1:30	272'				
2:00	274'				
2:30	274'				
3:00	274'				
3:30	274'				
4:00	274'				
4:30	274'				
5:00	277'				
5:30	277'			2020	RECEIVED SEP 17 2001 WATER RESOURCES DEPT. SALEM, OREGON
6:00	277'			2020	
6:30	277'			2020	
7:00	277'			2020	
7:30	277'			2020	
Recovery :30	235'				Recovery time in minutes/Seconds
1:00	217'				
1:30	207'				
2:00	198'				
3:00	193'				
4:00	193'				
RECOVERY TIME:		FT. 1 MINUTE	FT. 2 MINUTES	FT. 3 MINUTES	

APPROVED BY:

 (LAYNE & BOWLER, INC.)

 (OWNER OF WELL)

INSTALLED BY: _____ DATE 08-29-01

Application No. *515614*
Permit No.

Proposed
Easement
6 Sept 2001

DATE PERMIT FORM ISSUED: _____

ISSUED BY: _____

FEE: \$15⁰⁰

UMATILLA COUNTY DEPARTMENT OF PUBLIC WORKS
3920 WESTGATE
PENDLETON, OREGON 97801

RECEIVED

SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

**PERMIT APPLICATION FORM
FOR
INSTALLATION OF UTILITIES ON COUNTY AND PUBLIC ROADS**

I (We) Earl E Brown & Sons Inc
(Please Print or Type Names)

P.O. Box 249 Milton-Freewater OR, 541-938-6645
(Address) (Telephone Number)

hereby respectfully request permission to access Umatilla County Road

No. _____, Yellowjacket Rd
(Road Name)

or Public Road Yellowjacket Road located
NW¹/₄ of (Road Name)

in the SE¹/₄ of Section 34, Township 6N, Range 35E
(1/4 Section)

E.W.M. with a Water Line
(Water Line, Gas Line, Electric Line, Telephone Line, etc.)

the location of which is more particularly described by the attached sketches.

(Attach copy of assessor's map, available at Road Dept., with installation location shown and a plan of the proposed installation showing depths, trench widths, distances from existing edges of traveled roadway, etc.)

Earl E Brown
Signature of Permittee

Application No. 515714
Permit No.

APPROVALS

(Section Foreman or Assistant Public Works Director)

(Date)

Jad Ghisiri

(Public Works Director)

9/6/01

(Date)

Permission is hereby granted by the Umatilla County Board of Commissioners, pursuant to Oregon Revised Statutes 375.305 to 374.325 to make the aforesaid installation in accordance with all specifications. The Permittee as indicated on Page 1 shall at all times be responsible and liable for any and all damages arising from or caused by this installation and this permit may be revoked at any time.

PERMISSION GRANTED THIS 6th **DAY OF** Sept., 2001.

UMATILLA COUNTY BOARD OF COMMISSIONERS

Jennis D. Scherty

Chairman

Emile M. Holman

Commissioner

Commissioner

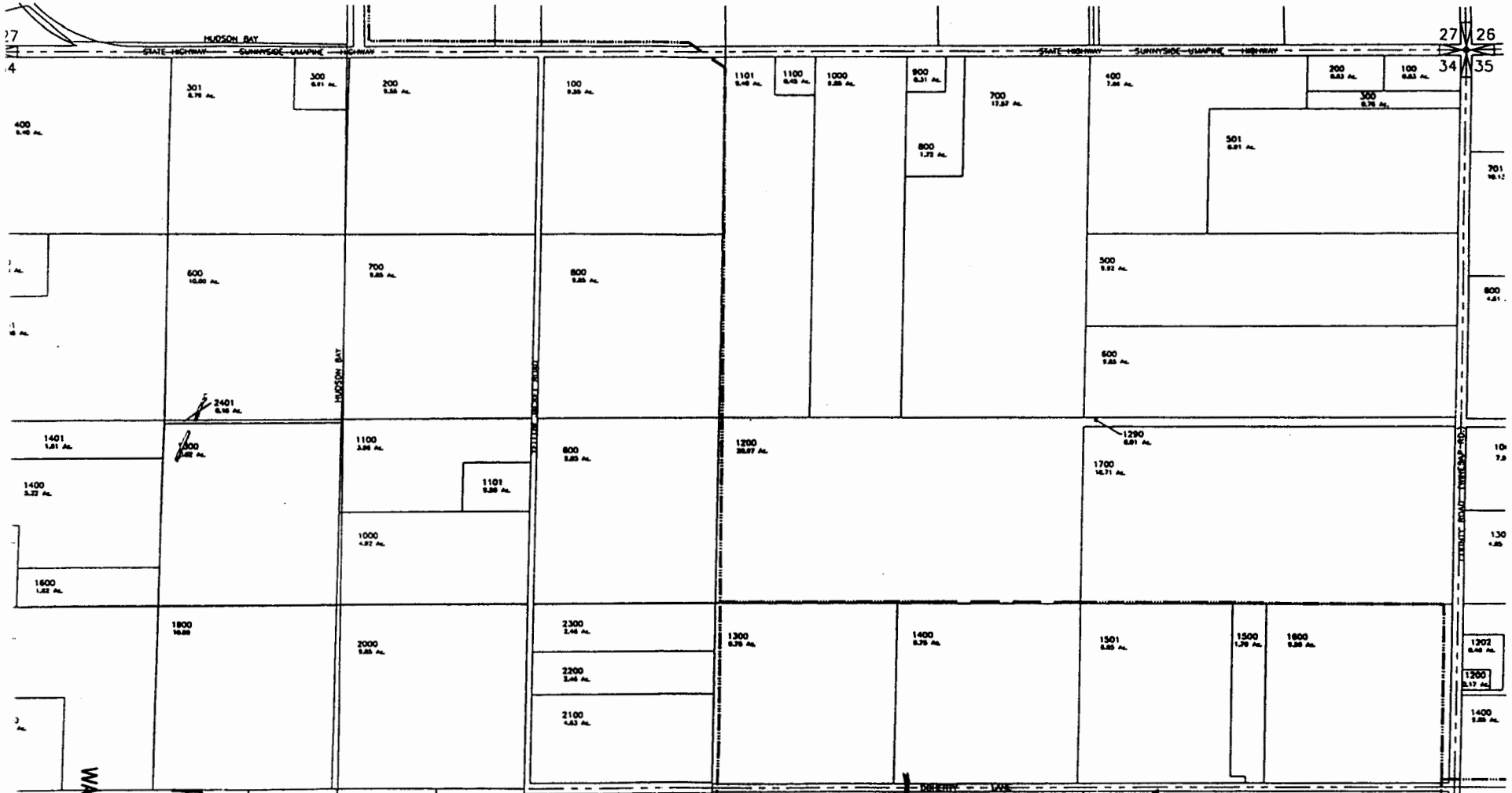
477 Section No. *515614*
Permit No.

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**WATER RESOURCES DEPT.
SALEM, OREGON**

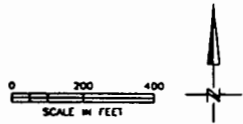
NORTH 1/2 SECTION 34
TOWNSHIP 6 NORTH, RANGE 35 EAST, W.M.



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SALEM, OREGON

Application No. 915614
Permit No.

yellow jacket rd
Waterline Crossing
12" PVC Pipe 125PSI
and 6" PVC Pipe same trench



99-23-WP

Existing
Easement
17 Feb 1999

DATE PERMIT FORM ISSUED: _____

ISSUED BY: Gregg Zessin

FEE: \$ 15⁰⁰

UMATILLA COUNTY DEPARTMENT OF PUBLIC WORKS
3920 WESTGATE
PENDLETON, OREGON 97801

PERMIT APPLICATION FORM
FOR
INSTALLATION OF UTILITIES ON COUNTY AND PUBLIC ROADS

I (We) Earl E Brown + Sons Inc

(Please Print or Type Names)

323 Evans Milton Freewater OR, 541-938-6645

(Address)

(Telephone Number)

hereby respectfully request permission to access Umatilla County Road

No. 625, Winesape Rd

(Road Name)

or Public Road _____ located

NW 1/4 Polite 6N 35 E 35B (Road Name)

in the _____ of Section _____, Township _____, Range _____

NE 1/4 Brown 6N 35 E 34A
(1/4 Section)

E.W.M. with a Water Line

(Water Line, Gas Line, Electric Line, Telephone Line, etc.)

the location of which is more particularly described by the attached sketch.

(Attach copy of assessor's map, available at Road Dept., with installation location shown and a plan of the proposed installation showing depths, trench widths, distances from existing edges of traveled roadway, etc.)

Earl E Brown
Signature of Permittee

Application No. 215614
Permit No. _____

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SALEM, OREGON

APPROVALS

Jegg JMD M-F Area Supervisor 2-10-99
(Section Foreman or Assistant Public Works Director) (Date)

Paul Sherrin 2/16/99
(Public Works Director) (Date)

Permission is hereby granted by the Umatilla County Board of Commissioners, pursuant to Oregon Revised Statutes 375.305 to 374.325 to make the aforesaid installation in accordance with all specifications. The Permittee as indicated on Page 1 shall at all times be responsible and liable for any and all damages arising from or caused by this installation and this permit may be revoked at any time.

PERMISSION GRANTED THIS 17th DAY OF February, 1999.

UMATILLA COUNTY BOARD OF COMMISSIONERS

Emile M. Hoffman
Chairman

Bill Humell
Commissioner

Jennis C. Polsty
Commissioner

Application No. *515614*
Permit No.

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SALEM, OREGON

900
0.31 AC.

700
17.57 AC.

400
7.64 AC.

200
0.83 AC.

100
0.83 AC.

34

35

700
4.00 AC.

600
18.48 AC.

500
8.75 AC.

400
3.78 AC.

800
1.72 AC.

501
8.91 AC.

300
0.78 AC.

701
10.13 AC.

300
8.18 AC.

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WEST FORD BRANCH LITTLE WALLA WALLA RIVER

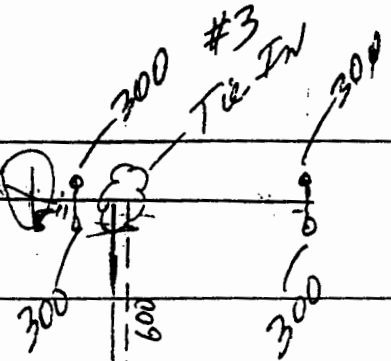
2000
9.75 AC.

Application No. 913614
Permit No.

12"

10"

500
9.72 AC.



800
4.81 AC.

900
0.37 AC.

12"

10"

1290
0.01 AC.

1700
18.71 AC.

Tied In

700

1000
7.82 AC.

1200 gpm

1100
14.25 AC.

1900
9.77 AC.

4"

Bulge

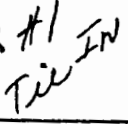
8"

4"

1300
4.85 AC.

720' 940'

1201
14.25 AC.



1400
8.75 AC.

1501
8.83 AC.

1500
1.70 AC.

1600
9.50 AC.

1202
0.48 AC.

1200
3.17 AC.

1400
9.85 AC.

500 gpm

New Bulge

1800
3.00 AC.

DOHERTY LANE

300

700
9.85 AC.

Gate
11/11/01

300
4.03 AC.

800
9.85 AC.

Gate
11/11/01

400
8.81 AC.

300
8.99 AC.

6N	35	34	A	400				
TWP.	RGE. E.	SEC.	1/4	1/16	TAX LOT NUMBER	TYPE	SPEC. INT. IN REAL PROP.	CODE AREA NUMBER
MAP NUMBER					ACCOUNT NUMBER			

7-14
~~10-6~~

34

6N 35



6N3534A000400 - 2

LOT NO.	BLOCK
INDENT EACH NEW COURSE TO THIS POINT	ADDITION/ RECC

CITY	
RD	ACRES
G.	REMAINING

Exc:
TL 401

Cont. 2.46 Ac.

N.C.

Also cancelled TL 401

Cont. 2.46 Ac.

Ex TL 402 cont 2.46 Ac

4-86	R136	1044	7.66
4-86	R136	1046	
6-86	R136	1044	10.12
3-91	R136	1046	7.66

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SALEM, OREGON

6N	35	34	A	400	10-6 7-14
TWP.	RGE. E.	SEC.	1/4 1/16	TAX LOT NUMBER	SPEC. INT. IN REAL PROP.
MAP NUMBER				ACCOUNT NUMBER	CODE AREA NUMBER

OFFICIAL RECORD OF DESCRIPTION OF REAL PROPERTY 112268 8
UMATILLA COUNTY ASSESSOR'S OFFICE

SECTION 34 TOWNSHIP 6N RANGE E. 35



6N3534A000400 - 1

LOT NO.	BLOCK
INDENT EACH NEW COURSE TO THIS POINT	ADDITIO RE

CITY	ACRES REMAINING
ORD PG.	

837+4

Baap on the N line of Sec. 34, a dist of 35 rods W of the NE cor of sd Sec;
 Th S 12 4/5 rods; 211.20'
 Th W 19 rods; 313.5'
 Th S; 27 1/5 rods; 448.8'
 Th W 26 rods, M/L, to the W line of the NE 1/4 NE 1/4 of sd Sec;
 Th N along sd line 40 rods to the Sec. line;
 Th E along sd Sec line 45 rods to the P.O.B.

Except:
 State Hy No. 456 Cont. 0.34 ac.

Death Certificate for Ivan C. Jackson	N.C.	6-76	Unrecorded File 6-14-76	
	Add Ref.	6-76	R6 016	
	N.C.	7-77	R19 1932	

Also CANCELLED TL 701 D.a.f:
 Caap where the N-S C/L of the NE 1/4 of Sec 34, T6N, R35 EWM, intersects the N line of sd NE 1/4;
 Th W 248.75 ft;
 Th S at R/angles 450.00 ft;
 Th E at R/angles 248.75 ft to the pt of intersection of sd C/L;
 Th N alg sd C/L to the P.o.b., all bg in Umatilla County, Oregon.

(2.46 Ac)	12-83	R71 1740	10.12
		UnRec.File 12-14-83	

/Cont.

DEED OF GIFT

R 136 PAGE 1046

118599

KNOW ALL MEN BY THESE PRESENTS, that CARRIE FEIGNER, the heir-at-law and successor to the estate of CHRIS (TOM) FEIGNER, deceased, also known as CHRIS FEIGNER, JR., for love and affection and by way of gift, hereby sells, grants, and conveys unto EVELYN FEIGNER, VIRGINIA FEIGNER and BETTY BLONDELL, in equal shares, the following real property:

Beginning at a point on the North line of Section 34, Township 6 North, Range 35, EMM, a distance of 35 rods West of the Northeast corner of said Section; thence South 12 and 4/5 rods; thence West 19 rods; thence South 27 and 1/5 rods; thence West 26 rods; more or less, to the West line of the Northwest quarter of said section; thence North along said line 40 rods to the Section line; thence East along said section line 45 rods to the place of beginning; All being in Umatilla County, Oregon;

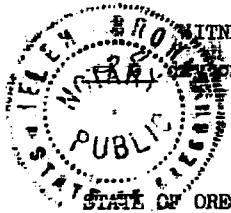
Consisting of 8 acres, more or less:

Subject to existing mortgage from Chris Feigner, Jr., to United States National Bank of Oregon, and any easements of record as of date hereof.

TO HAVE AND TO HOLD the same unto the said EVELYN FEIGNER, VIRGINIA FEIGNER and BETTY BLONDELL, their heirs and assigns, forever.

This deed is given to adjust family interests in and to said property and there is no cash consideration.

WITNESS the hand of the grantor, CARRIE FEIGNER, this 28th day of March, 1986.



STATE OF OREGON }
COUNTY OF UMATILLA } ss.

Carrie Feigner
CARRIE FEIGNER

Personally appeared CARRIE FEIGNER AND TO ME acknowledged that she executed the foregoing instrument freely and voluntarily, for the purposes therein expressed.

Dated: March 28, 1986.

Heleen Bisson
NOTARY PUBLIC FOR OREGON
My commission expires: 06-24-89

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WATER RESOURCES DEPT.
SALEM, OREGON

FILED
J. DEAN FOUQUETTE, SR.
UMATILLA COUNTY CLERK

1986 APR 10 A 9:52

1986 APR 10

111
RECORDED
111
111

R 136 PAGE 1047

STATE OF OREGON, }
COUNTY OF UMATILLA. } ss

I, J. Dean Fouquette, Sr., County Clerk,
certify that this instrument was received and
recorded

ON APR 10 1986

at 9:52 o'clock A.M. in the record
of DEEDS of said County in

Book Page
R 136 1046

J. DEAN FOUQUETTE, SR.
County Clerk

By Betty J. Bassing Deputy
Fees: \$ 200 No. 118599

Evelyn Feigner
Rt. 2 Box 346
Milton-Freewater, Or 97862

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SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

Evelyn Feigner 540-447-6227
84172 Winsap Rd
M-F, OK

500
400
501

LEASE

THIS AGREEMENT, entered into this 14th day of JANUARY, 1993, by and between EVELYN FEIGNER, VIRGINIA FEIGNER and BETTY BLONDELL, herein called LANDOWNER, and EARL E. BROWN and LORRAINE A. BROWN, herein called TENANT;

W I T N E S S E T H:

All land available for orchard purposes, consisting of approximately twenty (20) acres situated on the property described on the attached Exhibit "A", which is by reference made a part hereof.

TO HAVE AND TO HOLD the said premises unto the Tenant for a period of twenty (20) years, beginning January 1, 1993 and ending December 31, 2013. If the lease is not in default at the end of the original term, the Tenant shall have the right to renew the lease for one (1) additional five-year (5) period upon the same terms and conditions with the rent being Four Hundred Dollars (\$400) per acre during the term of renewal. If Tenant desires to renew such lease, Tenant must notify Landowners no later than sixty (60) days prior to the expiration of the original term.

SECTION I: LANDOWNER AGREES:

1. Tenant is entitled to possession upon execution of this lease.
2. To furnish the land only.
3. Will remove debris from land by April 1, 1993, so that Tenant can till the land.

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SALEM, OREGON

SECTION II: TENANT AGREES:

1. To till, farm, irrigate and cultivate said premises during the term of this lease, in a good husbandlike manner and in accordance with the standards of farming practices in the area.

2. To not commit waste nor suffer waste to be committed upon the premises.

3. To pay and property taxes on the real property, excluding any taxes on the Bill Feigner house.

4. If Tenant installs a sprinkling and irrigation system, Tenant shall pay all taxes on such system.

5. To pay the ditch assessment.

6. To pay all pumping costs including electricity and repair and maintenance and replacement, if necessary, of the pump in the existing well.

7. To give peaceful possession of the farm at the termination of this lease.

8. Before going into possession of the premises Tenant shall procure and thereafter during the term of this lease, shall continue to carry the following insurance in a responsible company, at Tenant's costs:

- (a) Public liability and property damage insurance with limits of not less than \$150,000 for injury to one person, \$300,000 for injury to two or more persons in one occurrence and \$150,000 for damage to property.

Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the

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SALEM, OREGON

leased premises, whether or not related to an occurrence caused or contributed to by Landowner's negligence, shall protect Tenant against the claims of Landowner on account of the obligations assumed by Tenant against claims of third persons. Certificates evidencing such insurance, naming Landowner as additional insured and bearing endorsements requiring ten (10) days written notice to Landowner prior to any change or cancellation shall be furnished to Landowner prior to Tenant's occupancy of the property. *EB 1/25/93*
LB 1/25/93

SECTION III: INSPECTION:

The Landowner reserves the right to enter at any reasonable hour for the purpose of inspecting the premises.

SECTION IV: RENT:

1. The Tenant agrees to pay rent as follows:
 - (a) Six Thousand Dollars (\$6,000) per year cash rent for the first five (5) years of the lease.
 - (b) Beginning January 1, 1998, Eight Thousand Dollars (\$8,000) per year cash rent for the balance of the term.
 - (c) Such payments shall be made on January 1st of each year in advance.

SECTION V: DEFAULT:

The following shall be events of default:

A. DEFAULT IN RENT:

Failure of Tenant to pay any rent or other charges within thirty (30) days after it is due.

B. DEFAULT IN COVENANTS:

Failure of Tenant to comply with any term or condition or

fulfill any obligation of the lease within thirty (30) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the thirty-day (30) period, this provision shall be complied with if Tenant begins correction of the default within the thirty-day (30) period and thereafter proceeds with diligence and in good faith to effect the remedy as soon as practicable.

C. REMEDIES ON DEFAULT:

1. TERMINATION:

In the event of a default, the lease may be terminated at the option of the Landlord. Tenant shall not be deemed in default for failure to perform any covenant or condition of this lease, as provided herein until notice of said default has been given by Landlord to Tenant and Tenant shall have failed to remedy said default within thirty (30) days after the giving of the notice.

If the property is abandoned by Tenant in connection with a default, termination shall be automatic and without notice.

2. DAMAGES:

In the event of termination on default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages.

(a) Any excess of (1) the value of all of Tenant's obligations under this lease, including the obligation to pay rent, from the date of default until the end of the term, over (2) the

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SALEM, OREGON

reasonable rental value of the property for the same period figured as of the date of default, the net result to be discounted to the date of default at a reasonable rate not exceeding four (4%) percent per annum.

(b) The reasonable costs of re-entry and re-letting including without limitations the cost of any clean up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the premises upon termination and to leave them in the required condition, any remodeling costs, attorney fees, court costs, broker commissions and advertising costs.

(c) The loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been secured.

SECTION VI: ARBITRATION:

1. DISPUTES TO BE ARBITRATED:

If any dispute arises between the parties as to a matter which this lease says should be arbitrated, either party may request arbitration and appoint as an arbitrator an independent real estate appraiser having knowledge of valuation of farm properties, comparable to the leased premises. The other party shall also choose an arbitrator with such qualifications, and the two arbitrators shall choose a third. If the choice of the second or third arbitrator is not made within ten (10) days of choosing of the prior arbitrator, then either party may apply to the presiding judge of the judicial district where the leased premises are

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located to appoint the required arbitrator.

2. PROCEDURE FOR ARBITRATION:

The arbitration shall proceed according to the Oregon Statutes governing arbitration and the award of the arbitrator shall have the effect therein provided. The arbitration shall take place in the county where the leased premises are located. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorneys fees incurred in connection with the arbitration.

SECTION VII: ATTORNEY FEES:

It is mutually agreed between the Landowner and Tenant as follows:

1. In case a suit or action is instituted to enforce any of the provisions hereof, the parties agree to pay such sum as the court may adjudge reasonable as attorneys fees to be allowed the prevailing party in said suit or action and on any appeal therefrom.

SECTION VIII: SPECIAL CONDITIONS:

1. Tenant may install its own sprinkling system, including buried mainline at any time, at their own expense.

2. Tenant shall have the right to the use of the water from the well which is situate on the seven (7) acres immediately south of the leased premises.

3. Tenant shall have the right to build a reservoir on the leased premises.

LB = 1/25/92
CB - 1/25/93

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SALEM, OREGON

SECTION IX: RIGHT OF FIRST REFUSAL:

If Landowner desires to sell the premises during the original term or any renewal term and receives from a prospective purchaser a bonafide offer to buy, Landowner shall first offer the premises for sale to Tenant as follows:

A. Landowner shall give written notice to Tenant stating the name of the prospective purchaser and the price and terms of the proposed sale.

B. Within twenty (20) days after receipt of a notice of proposed sale, if the lease is then in good standing or is subject only to defaults which are corrected within the time provided in the lease so as to effect a reinstatement of good standing as of that time, Tenant may elect to purchase the property on terms equally or more favorable to Landowner by so advising Landowner in writing. The price must equal the net return to Landowner under the proposed sale after adjustment for the difference, if any, in real estate commission and cost of closing payable in the event of the proposed sale as opposed to sale to Tenant.

C. If Tenant elects not to purchase, the sale shall be closed on the date specified by Tenant in the notice of election, not less than ten (10) nor more than thirty (30) days after the notice, or at Landowner's election on the date, if any, specified as a condition of the original sale and stated in the notice of proposed sale.

D. If Tenant does not elect to purchase, Landowner may, at any time within thirty (30) days thereafter, sell to the named

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SALEM, OREGON

prospective purchaser at the price and on the terms stated in the notice of proposed sale. The purchaser shall take the property subject to all the terms of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands in duplicate the day and year first above written.

Evelyn L. Feigner
 EVELYN FEIGNER, Landowner

Virginia L. Feigner
 VIRGINIA L. FEIGNER, Landowner

Betty Blondell
 BETTY BLONDELL, Landowner

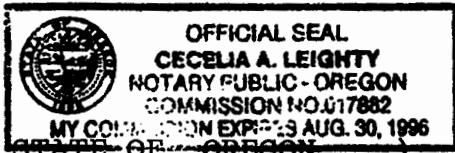
Earl E. Brown
 EARL E. BROWN, Tenant

Lorraine A. Brown
 LORRAINE A. BROWN, Tenant

STATE OF OREGON,)
)ss.
 County of Umatilla.)

February 12, 1993.

Personally appeared the above named EVELYN FEIGNER and acknowledged the foregoing instrument to be her voluntary act and deed. Before me.



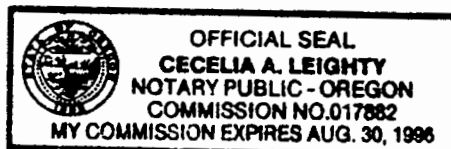
Cecelia A. Leighty
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 8/30/96

STATE OF OREGON,)
)ss.
 County of Umatilla.)

February 12, 1993.

Personally appeared the above named VIRGINIA L. FEIGNER and acknowledged the foregoing instrument to be her voluntary act and deed. Before me.

Cecelia A. Leighty
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 8/30/96

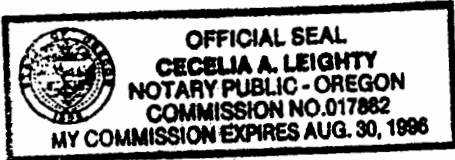


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 SALEM, OREGON

STATE OF OREGON,)
)ss.
County of Umatilla.)

February 12, 1993.

Personally appeared the above named BETTY BLONDELL and acknowledged the foregoing instrument to be her voluntary act and deed. Before me.



Cecelia A. Leighty
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8/30/96

STATE OF OREGON,)
)ss.
County of Umatilla.)

January 14, 1993.

Personally appeared the above named EARL E. BROWN and acknowledged the foregoing instrument to be his voluntary act and deed. Before me.

Hope E. Hackbarth
NOTARY PUBLIC FOR OREGON
My Commission Expires: 4/9/93

STATE OF OREGON,)
)ss.
County of Umatilla.)

January 14, 1993.

Personally appeared the above named LORRAINE A. BROWN and acknowledged the foregoing instrument to be her voluntary act and deed. Before me.

Hope E. Hackbarth
NOTARY PUBLIC FOR OREGON
My Commission Expires: 4-9-93

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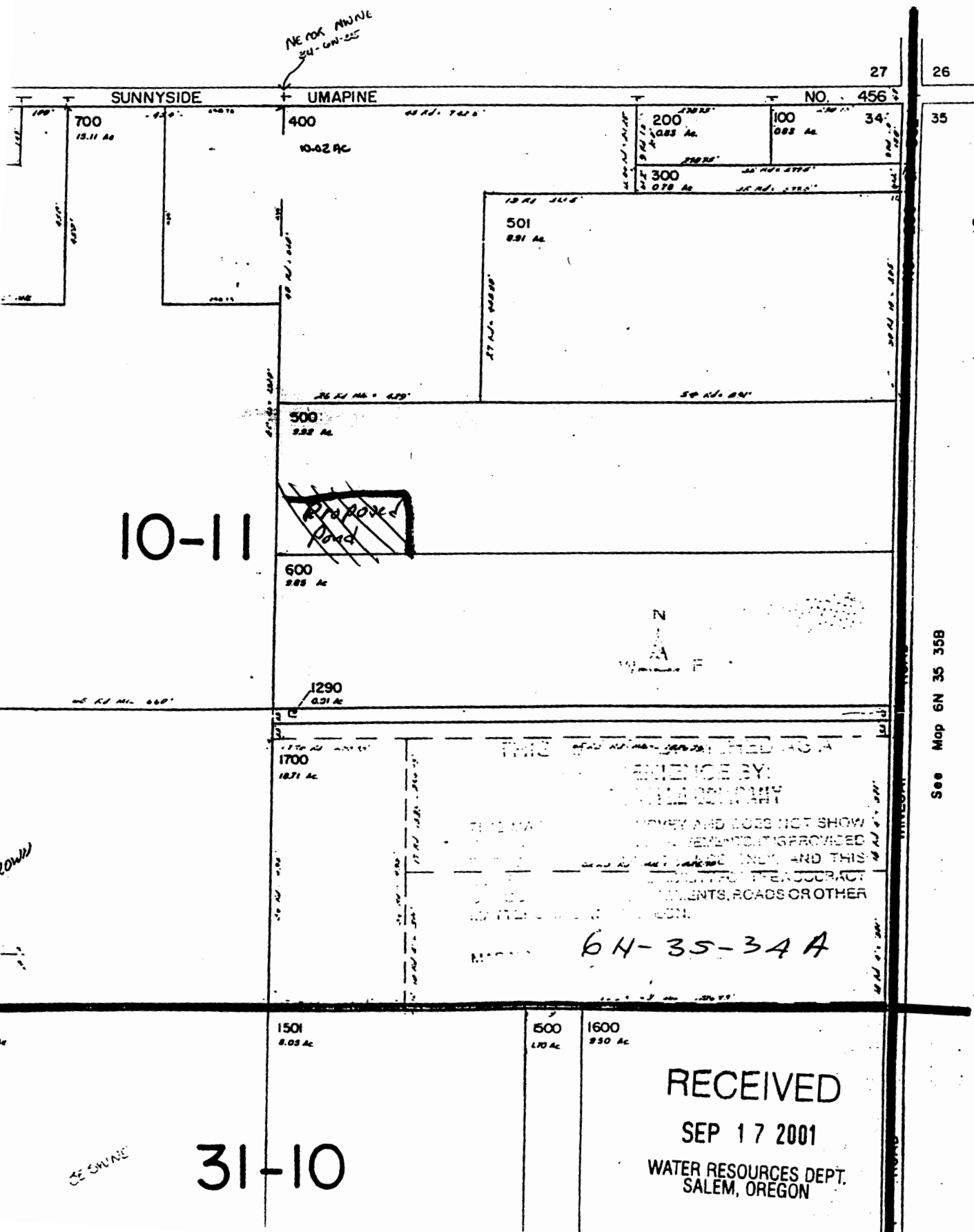
NE1/4 Sec. 34 T6N. R.35E.W.M.
UMATILLA COUNTY

6N 35 34

1"=200'

Aerial Photo No. NZ-61

See Map 6N 35 27D



See Map 6N 35 35B

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THIS MAP IS INTENDED AS A
REFERENCE BY
THE COMPANY

THIS MAP IS A SURVEY AND DOES NOT SHOW
PROPERTY LINE AGREEMENTS, EASEMENTS, ENCUMBRANCES,
ROADS, OR OTHER RIGHTS. THIS MAP IS PROVIDED
AS IS AND THE USER ASSUMES ALL LIABILITY FOR
ANY ERRORS OR OMISSIONS. THIS MAP IS NOT TO BE
USED FOR ANY PURPOSE OTHER THAN THE ONE
INTENDED BY THE SURVEYOR.

64-35-34A

SEE SURVINE

Lot 400

Abstract of Ground Water Registration

TX 2-400

Registration No. GR-4182

Certificate No. GR-3739

Name Wm. J. and Carolyn K. Jackson
Address Route 2, Box 318 Milton-Freewater, Oregon

Source of water supply Pumped Well

Use Irrigation

Point of diversion 640' S. & 330' E. from NW cor. NW 1/4 NE 1/4, Sec. 34; being within the NW 1/4 NE 1/4, Sec. 34, T. 6 N., R. 35 E., W.M., in the county of Umatilla.

Number of acres 8

DESCRIPTION OF LAND TO BE IRRIGATED OR PLACE OF USE

Table with columns for Township, Range, Section, and quarter sections (NE 1/4, NW 1/4, SW 1/4, SE 1/4). Row 1 contains '6 N 35 E 34' and '8'.

Priority date 1907

Amount of water claimed 200 g.p.m. 0.45 cfs

Time limit to completely apply water Completed extended to extended to

Remarks:

What does this irrigate Priming Tax Lot 400

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mgth

Basin 7 Vol. 7

This amendment to the present
lease agreement contract dated 14 Jan 1993
for Lot 400 in the NE 1/4 Section
34, T6N R35E Wm. is made to
allow use of the irrigation water
from well G12816. The use of
the supplementary water from well
G12816 will occur when the primary
source from well GR 3799 is
diminished for any reason to the
extent that it cannot supply the
required amount. This amendment to
the contract will cease or stop if
the present agreement contract is
cancelled or is not renewed.

→ Any Federal, State, Regulatory action

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SALEM, OREGON

6N		35		34		A		500		30.6 7-14		OFFICIAL RECORD OF DESCRIPTION OF REAL PROPERTY 112275 n UMATILLA COUNTY ASSESSOR'S OFFICE			
TWP.	RGE. E.	SEC.	1/4	1/16	TAX LOT NUMBER	TYPE	SPEC. INT. IN REAL PROP.	ACCOUNT NUMBER				6N		35	
MAP NUMBER												RANGE E.			
LOT NO.												BLOCK NO.			
INDENT EACH NEW COURSE TO THIS POINT												ADDITIONAL DESC RECORD OF			



6N3534A000500 - 1

Sec. 34	N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$;				10.00
Also:					
Baap on the E line of Sec. 34, 40	rods S of the NE cor of sd Sec. 34;				
Th N 30 rods and 15 ft. to a pt	150 ft. S of sd cor of sd Sec. 34;				
Th W 35 rods;					
Th S 61.2 ft.;					
Th W 19 rods;					
Th S 27.2 rods;					
Th E 54 rods to the P.O.B.					
	Cont. 10.00 ac.				20.00
Except:					
T.L. 300	Cont. 0.81 ac.	105	365		
Co Rd No. 250 & 302	Cont. 0.36 ac.	167	475		18.83
Also except;					
T.L. 501	Cont. 8.91 Ac.	10-80	R71	1743	9.92
			Pro	620-87	
		N.C.	7-81	Probate	
				620-87	
				R82	950

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WATER RESOURCES DEPT.
SALEM, OREGON

CORRECTION DEED

76673

KNOW ALL MEN BY THESE PRESENTS, that CARRIE FEIGNER, CHRIS T. FEIGNER, PEGGY FEIGNER KLARENBECK, WILLIAM FEIGNER and JIM FEIGNER for good and valuable consideration, do by these presents bargain, sell, grant and convey unto EVELYN FEIGNER, VIRGINIA L. FEIGNER and BETTY FEIGNER BLONDELL, their heirs and assigns, as tenants in common, all of the following described real property:

THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, T6N, R35EWM IN UMATILLA COUNTY, OREGON, subject to a life estate in CARRIE FEIGNER therein.

TO HAVE AND TO HOLD the same unto EVELYN FEIGNER, VIRGINIA L. FEIGNER and BETTY FEIGNER BLONDELL, their heirs and assigns, as tenants in common.

THIS DEED IS A CORRECTION DEED TO CORRECT AN ERRONEOUS DESCRIPTION IN THAT CERTAIN DEED AMONG THE SAME PARTIES HERETO DATED 28 AUGUST, 1980 AND RECORDED ON ROLL 71 at PAGE 1748, DEED RECORDS OF UMATILLA COUNTY.

This deed is for the adjustment of property rights among the parties hereto and there is no actual cash consideration.

Witness our hands this 14th day of July, 1981.

Carrie Feigner
CARRIE FEIGNER

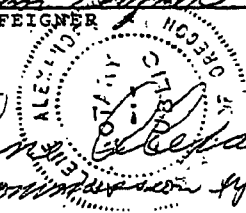
Chris T. Feigner
CHRIS T. FEIGNER

Peggy Feigner Klarenbeck
PEGGY FEIGNER KLARENBECK

William Feigner
WILLIAM FEIGNER

Jim Feigner
JIM FEIGNER

Arlen E. Alexander
My Commission Expires 1-22-83



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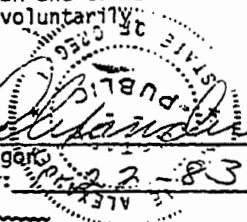
WATER RESOURCES DEPT.
SALEM, OREGON

STATE OF OREGON)
COUNTY OF UMATILLA) ss.

Before me appeared CARRIE FEIGNER and CHRIS T. FEIGNER and to me acknowledged that they executed the foregoing freely and voluntarily.

Dated 14th July 1981

Arlene Alexander
Notary Public for Oregon
My commission expires: 12-2-83



STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

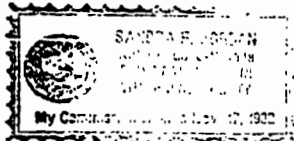


Before me appeared PEGGY FEIGNER KLARENBECK and to me acknowledged that she executed the foregoing freely and voluntarily.

Dated June 22, 1981

Cynthia Morrison
Notary Public for California Cynthia Morrison
My commission expires: March 9, 1984

STATE OF NEVADA)
COUNTY OF WHITE PINE) ss.



Before me appeared JIM FEIGNER and to me acknowledged that he executed the foregoing freely and voluntarily.

Dated June 16 1981

Sandra F. Jordan
Notary Public for Nevada
My commission expires: 11/17/1982

STATE OF Oregon)
COUNTY OF Umatilla) ss.

Before me appeared WILLIAM FEIGNER and acknowledged the foregoing to be his voluntary act and deed.

Dated 14th July 1981

Arlene Alexander
Notary Public for Oregon
My commission expires: 12-2-83



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SALEM, OREGON

STATE OF OREGON, } ss
COUNTY OF UMATILLA, }

I, J. Dean Fouquette, Sr., County Clerk,
certify that this instrument was received and
recorded

ON JUL 20. 1981

at 8:06 o'clock A. M. in the recoru
of DEEDS of said County in

Book Page
R-82 950

J. DEAN FOUQUETTE, SR.
County Clerk

By *Melvin M. ...* Deputy
Fees \$ *7.00* No 76673



Cosine Feignor

RT. 2 BOX 346
MILTON FRWR, ORE.
97862

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WATER RESOURCES DEPT.
SALEM, OREGON

Evelyn Feigner 540-447-6227
84172 Winsap Rd
M-F, OK

500
400
501

LEASE

THIS AGREEMENT, entered into this 14th day of JANUARY, 1993, by and between EVELYN FEIGNER, VIRGINIA FEIGNER and BETTY BLONDELL, herein called LANDOWNER, and EARL E. BROWN and LORRAINE A. BROWN, herein called TENANT;

W I T N E S S E T H:

All land available for orchard purposes, consisting of approximately twenty (20) acres situated on the property described on the attached Exhibit "A", which is by reference made a part hereof.

TO HAVE AND TO HOLD the said premises unto the Tenant for a period of twenty (20) years, beginning January 1, 1993 and ending December 31, 2013. If the lease is not in default at the end of the original term, the Tenant shall have the right to renew the lease for one (1) additional five-year (5) period upon the same terms and conditions with the rent being Four Hundred Dollars (\$400) per acre during the term of renewal. If Tenant desires to renew such lease, Tenant must notify Landowners no later than sixty (60) days prior to the expiration of the original term.

SECTION I: LANDOWNER AGREES:

1. Tenant is entitled to possession upon execution of this lease.
2. To furnish the land only.
3. Will remove debris from land by April 1, 1993, so that Tenant can till the land.

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SECTION II: TENANT AGREES:

1. To till, farm, irrigate and cultivate said premises during the term of this lease, in a good husbandlike manner and in accordance with the standards of farming practices in the area.

2. To not commit waste nor suffer waste to be committed upon the premises.

3. To pay and property taxes on the real property, excluding any taxes on the Bill Feigner house.

4. If Tenant installs a sprinkling and irrigation system, Tenant shall pay all taxes on such system.

5. To pay the ditch assessment.

6. To pay all pumping costs including electricity and repair and maintenance and replacement, if necessary, of the pump in the existing well.

7. To give peaceful possession of the farm at the termination of this lease.

8. Before going into possession of the premises Tenant shall procure and thereafter during the term of this lease, shall continue to carry the following insurance in a responsible company, at Tenant's costs:

- (a) Public liability and property damage insurance with limits of not less than \$150,000 for injury to one person, \$300,000 for injury to two or more persons in one occurrence and \$150,000 for damage to property.

Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the

leased premises, whether or not related to an occurrence caused or contributed to by Landowner's negligence, shall protect Tenant against the claims of Landowner on account of the obligations assumed by Tenant against claims of third persons. Certificates evidencing such insurance, naming Landowner as additional insured and bearing endorsements requiring ten (10) days written notice to Landowner prior to any change or cancellation shall be furnished to Landowner prior to Tenant's occupancy of the property. *EB 1/25/93*
LB 1/25/93

SECTION III: INSPECTION:

The Landowner reserves the right to enter at any reasonable hour for the purpose of inspecting the premises.

SECTION IV: RENT:

1. The Tenant agrees to pay rent as follows:
 - (a) Six Thousand Dollars (\$6,000) per year cash rent for the first five (5) years of the lease.
 - (b) Beginning January 1, 1998, Eight Thousand Dollars (\$8,000) per year cash rent for the balance of the term.
 - (c) Such payments shall be made on January 1st of each year in advance.

SECTION V: DEFAULT:

The following shall be events of default:

A. DEFAULT IN RENT:

Failure of Tenant to pay any rent or other charges within thirty (30) days after it is due.

B. DEFAULT IN COVENANTS:

Failure of Tenant to comply with any term or condition or

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SALEM, OREGON

fulfill any obligation of the lease within thirty (30) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the thirty-day (30) period, this provision shall be complied with if Tenant begins correction of the default within the thirty-day (30) period and thereafter proceeds with diligence and in good faith to effect the remedy as soon as practicable.

C. REMEDIES ON DEFAULT:

1. TERMINATION:

In the event of a default, the lease may be terminated at the option of the Landlord. Tenant shall not be deemed in default for failure to perform any covenant or condition of this lease, as provided herein until notice of said default has been given by Landlord to Tenant and Tenant shall have failed to remedy said default within thirty (30) days after the giving of the notice.

If the property is abandoned by Tenant in connection with a default, termination shall be automatic and without notice.

2. DAMAGES:

In the event of termination on default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages.

(a) Any excess of (1) the value of all of Tenant's obligations under this lease, including the obligation to pay rent, from the date of default until the end of the term, over (2) the

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SALEM, OREGON

reasonable rental value of the property for the same period figured as of the date of default, the net result to be discounted to the date of default at a reasonable rate not exceeding four (4%) percent per annum.

(b) The reasonable costs of re-entry and re-letting including without limitations the cost of any clean up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the premises upon termination and to leave them in the required condition, any remodeling costs, attorney fees, court costs, broker commissions and advertising costs.

(c) The loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been secured.

SECTION VI: ARBITRATION:

1. DISPUTES TO BE ARBITRATED:

If any dispute arises between the parties as to a matter which this lease says should be arbitrated, either party may request arbitration and appoint as an arbitrator an independent real estate appraiser having knowledge of valuation of farm properties, comparable to the leased premises. The other party shall also choose an arbitrator with such qualifications, and the two arbitrators shall choose a third. If the choice of the second or third arbitrator is not made within ten (10) days of choosing of the prior arbitrator, then either party may apply to the presiding judge of the judicial district where the leased premises are

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SALEM, OREGON

located to appoint the required arbitrator.

2. PROCEDURE FOR ARBITRATION:

The arbitration shall proceed according to the Oregon Statutes governing arbitration and the award of the arbitrator shall have the effect therein provided. The arbitration shall take place in the county where the leased premises are located. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorneys fees incurred in connection with the arbitration.

SECTION VII: ATTORNEY FEES:

It is mutually agreed between the Landowner and Tenant as follows:

1. In case a suit or action is instituted to enforce any of the provisions hereof, the parties agree to pay such sum as the court may adjudge reasonable as attorneys fees to be allowed the prevailing party in said suit or action and on any appeal therefrom.

SECTION VIII: SPECIAL CONDITIONS:

1. Tenant may install its own sprinkling system, including buried mainline at any time, at their own expense.

2. Tenant shall have the right to the use of the water from the well which is situate on the seven (7) acres immediately south of the leased premises.

3. Tenant shall have the right to build a reservoir on the leased premises.

LB = 1/25/92
CB - 1/25/93

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SECTION IX: RIGHT OF FIRST REFUSAL:

If Landowner desires to sell the premises during the original term or any renewal term and receives from a prospective purchaser a bonafide offer to buy, Landowner shall first offer the premises for sale to Tenant as follows:

A. Landowner shall give written notice to Tenant stating the name of the prospective purchaser and the price and terms of the proposed sale.

B. Within twenty (20) days after receipt of a notice of proposed sale, if the lease is then in good standing or is subject only to defaults which are corrected within the time provided in the lease so as to effect a reinstatement of good standing as of that time, Tenant may elect to purchase the property on terms equally or more favorable to Landowner by so advising Landowner in writing. The price must equal the net return to Landowner under the proposed sale after adjustment for the difference, if any, in real estate commission and cost of closing payable in the event of the proposed sale as opposed to sale to Tenant.

C. If Tenant elects not to purchase, the sale shall be closed on the date specified by Tenant in the notice of election, not less than ten (10) nor more than thirty (30) days after the notice, or at Landowner's election on the date, if any, specified as a condition of the original sale and stated in the notice of proposed sale.

D. If Tenant does not elect to purchase, Landowner may, at any time within thirty (30) days thereafter, sell to the named

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SALEM, OREGON

prospective purchaser at the price and on the terms stated in the notice of proposed sale. The purchaser shall take the property subject to all the terms of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands in duplicate the day and year first above written.

Evelyn Feigner
EVELYN FEIGNER, Landowner

Virginia L. Feigner
VIRGINIA L. FEIGNER, Landowner

Betty Blondell
BETTY BLONDELL, Landowner

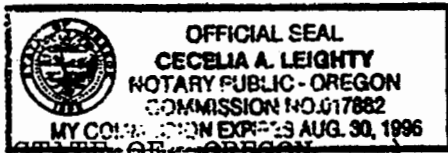
Earl E. Brown
EARL E. BROWN, Tenant

Lorraine A. Brown
LORRAINE A. BROWN, Tenant

STATE OF OREGON,)
)ss.
County of Umatilla.)

February 12, 1993.

Personally appeared the above named EVELYN FEIGNER and acknowledged the foregoing instrument to be her voluntary act and deed. Before me.



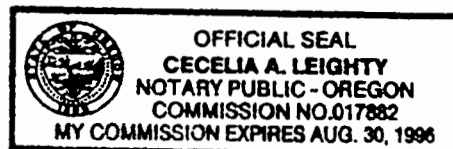
Cecelia A. Leighty
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8/30/96

STATE OF OREGON,)
)ss.
County of Umatilla.)

February 12, 1993.

Personally appeared the above named VIRGINIA L. FEIGNER and acknowledged the foregoing instrument to be her voluntary act and deed. Before me.

Cecelia A. Leighty
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8/30/96

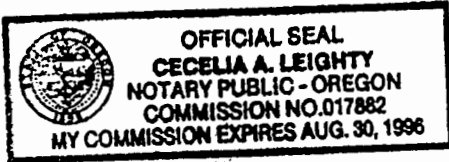


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SALEM, OREGON

STATE OF OREGON,)
)ss.
County of Umatilla.)

February 12, 1993.

Personally appeared the above named BETTY BLONDELL and acknowledged the foregoing instrument to be her voluntary act and deed. Before me.



Cecelia A. Leighty
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8/30/96

STATE OF OREGON,)
)ss.
County of Umatilla.)

January 14, 1993.

Personally appeared the above named EARL E. BROWN and acknowledged the foregoing instrument to be his voluntary act and deed. Before me.

Hope E. Hackbart
NOTARY PUBLIC FOR OREGON
My Commission Expires: 4/9/93

STATE OF OREGON,)
)ss.
County of Umatilla.)

January 14, 1993.

Personally appeared the above named LORRAINE A. BROWN and acknowledged the foregoing instrument to be her voluntary act and deed. Before me.

Hope E. Hackbart
NOTARY PUBLIC FOR OREGON
My Commission Expires: 4-9-93

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EXHIBIT "A"

Beginning at a point on the East line of Section 34, Township 6 North, Range 35, E.W.M., which point is 211.2 feet South of the Northeast corner of said Section 34; thence West at right angles a distance of 577.5 feet; thence North at right angles a distance of 211.2 feet to the North line of said Section 34; thence West along the North line of said Section 34, a distance of 112.5 feet; thence South at right angles a distance of 200 feet; thence West at right angles a distance of 200 feet; thence North at right angles a distance of 200 feet to the North line of said Section 34; thence West along the North line of said Section 34, a distance of 430 feet more or less to the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 34; thence South along the West line of the Northeast Quarter of the Northeast Quarter of said Section 34 a distance of 990 feet more or less to the Southwest corner of the North Half of the South Half of the Northeast Quarter of the Northeast Quarter of said Section 34; thence East along the South line of said North Half a distance of 920 feet; thence North at right angles a distance of 548 feet; thence East at right angles a distance of 420 feet more or less to the East line of said Section 34; thence North along the East line of said Section 34 a distance of 200 feet more or less to the point of beginning;

All being East of the Willamette Meridian, County of Umatilla, State of Oregon;

Subject to any and all water rights of way and roads.

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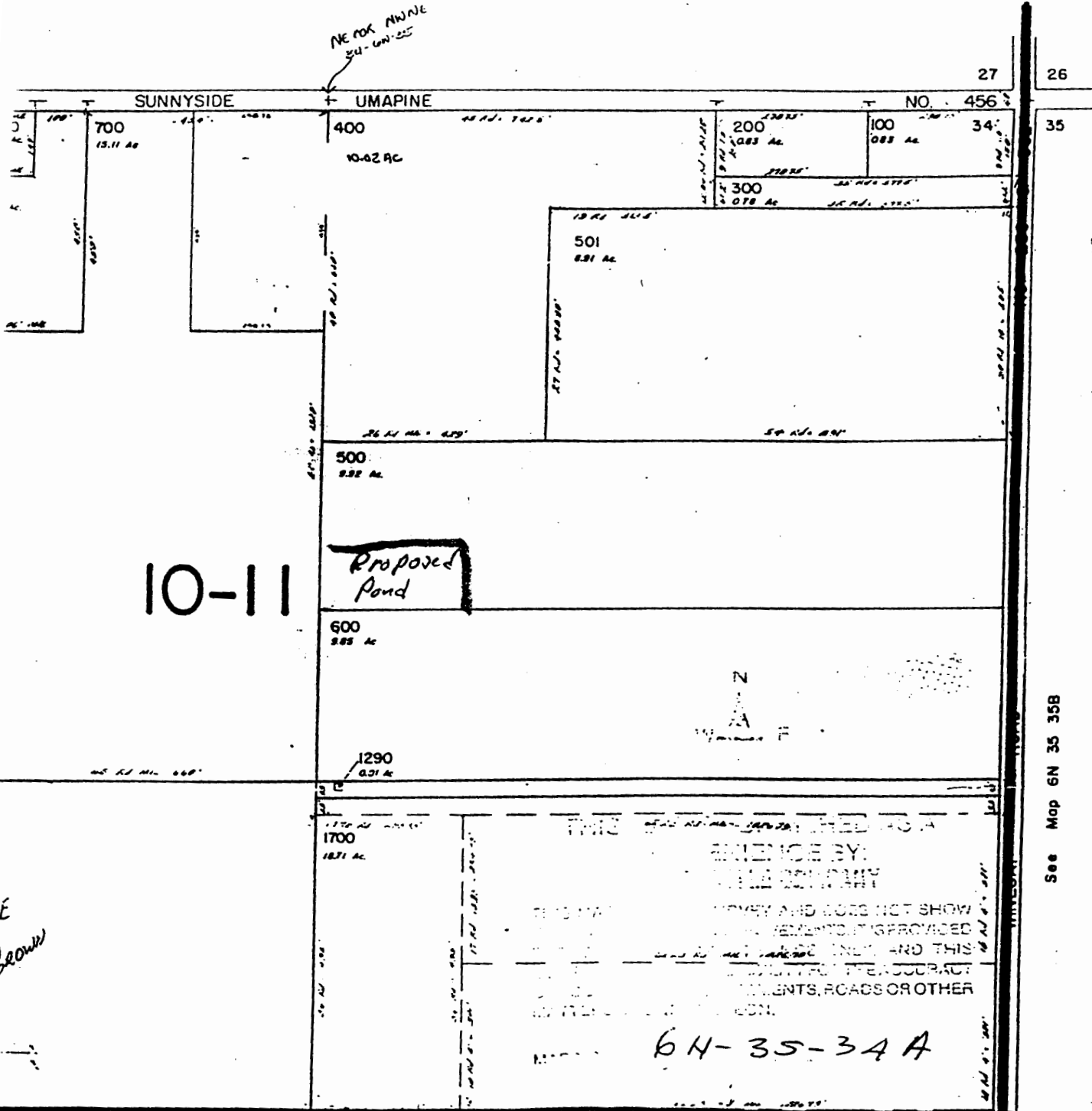
NE 1/4 Sec. 34 T6N. R.35E.W.M.
UMATILLA COUNTY

6N 35 3

1" = 200'

Aerial Photo No. NZ-6

See Map 6N 35 27D



CANCELLED
T.L. 1790

See Map 6N 35 35B

JE
blown

SEE CHANGE

31-10

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This agreement lease contract to be
signed by

Evelyn Feigner
Virginia Feigner
Betty Blandell

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SALEM, OREGON

This amendment to the present
agreement
leased, contract dated 14 Jan 1993 for
lots 500 and 501 in the NE 1/4 of
section 34, TSN-R 35E Wm. is made
to allow use of the intercepted water
in Well G 12816. The use of the
supplementary water from Well G 12816
will occur when the primary source
of the Little Walla Walla River
from Lydell Branch, is diminished
for any reason to the extent that
that it cannot supply the required
amount. This amendment will cease
or stop if the present contract is
cancelled or is not renewed.

39

12676
 [Redacted Name], Ore.
 (Proof #215)
 Irrigation Forsythe Lydell 9.9 acres in the S $\frac{1}{2}$ of S $\frac{1}{2}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 54, T. 6 N., R. 35 E., W. N. Lot 500

12677
 Feigner, F. A.
 Freewater, Ore.
 (Proof #215)
 1886 9 Irrigation and stock Forsythe Lydell Branch of Ford 9 acres in the S $\frac{1}{2}$ of S $\frac{1}{2}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 54, T. 6 N., R. 35 E., W. N. Lot 600

(Proof #215) 1895 0.9 Irrigation Forsythe Lydell Branch of Ford 0.9 acre in S $\frac{1}{2}$ of S $\frac{1}{2}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 54, T. 6 N., R. 35 E., W. N. Lot 600

(Proof #214) (NOTE: Rights acquired under State Engineer's Permit No. 5585, Certificate No. 5712.)

12678
 Fields, Annie
 Grandview, Wn.
 (Proof #217)
 1906 5 Irrigation and domestic Unnamed ditches Tunalum River 1.5 acres in SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 50, T. 6 N., R. 36 E., W. N. 1.5 acres in NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 51, T. 6 N., R. 36 E., W. N.

(NOTE: See Findings, Paragraph 79, Page 66.)

12679
 First National Bank of Milton, Milton, Ore.
 (Proof #229.)
 1888 11.4 Irrigation Lateral Ford Br. of Walla Walla River. 16.4 acres within the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 26, T. 6 N., R. 35 E., W. N.
 1908 5.0

(NOTE: See Findings, Paragraph 69, Page 55.)
 (NOTE: The right for 5 acres with date of priority of 1908 is limited to a period prior to June 1st of each year. See Findings, Paragraph 98, Page 82.)

Tax lot 1200
 Shares A portion of this right.

12680 Canceled Sp.Or.Rec.Vol: 47 p 160
 Flaughar, Henry T. and Alice L., Freewater, Oregon.
 (Proof #219)
 1900 0.90 Irrigation Stillman Walla Walla River 0.90 acre in SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 1, T. 5 N., R. 35 E., W. N., being Lots 7, 8, 9, 10, 11 and 12, Block 27, Town of Freewater, Ore.; according to the duly recorded plat thereof.

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12681
 Fletcher, S. C.
 R. #1, Walla Walla, Wn.
 (Proof #220)
 1882 11 Irrigation McKinn Big Spring Ditch, a trib. of W. W. River. 10 acres in SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 14, T. 6 N., R. 35 E., W. N. 1 acre in NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 14, T. 6 N., R. 35 E., W. N.

12682
 Forsythe, Nettie O., R. #2, Freewater, Ore.
 (Proof #221)
 March 1, 1901 20 Irrigation Lydell Ford Br. of Walla Walla 20 acres in the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 54, T. 6 N., R. 35 E., W. N.

(NOTE: This right is limited to June 1st of each year except that if water is available after June 1st of each year in excess of the requirements for permanent rights having a priority of 1906 or earlier, same may be used by claimant. See Findings, Paragraph 99, Page 82.)

Lot 1200

Finis Irrigation Company, a corp. Rights continue as declared by this Court in case entitled Little Walla Walla Irrigation Company vs Finis Irrigation Company, decided upon appeal in 62d Oregon, page 348.

Name and Postoffice Address of Appropriator	Date of Relative Priority	Amount Cubic Feet Per Second	Number Acres	Use	Name of Ditch	Stream	Description of Land or Place
2676 Feigner, Christ, Freewater, Ore. (Proof #215)	1895		9.9	Irrigation	Forsythe	Lydell Branch of Ford	9.9 acres in the NE 1/4 of NE 1/4, Section 34, T. 6 N., R. 35 E., W.M. 600
42677 Feigner, F. A. Freewater, Ore. (Proof #215)	1886		9	Irrigation and stock	Forsythe	Lydell Branch of Ford	9 acres in the S 1/2 of S 1/2 of NE 1/4, Section 34, T. 6 N., R. 35 E., W. M. 600
			0.9	Irrigation	Forsythe	Lydell Branch	0.9 acre in S 1/2 of S 1/2 of NE 1/4, Section 34, T. 6 N., R. 35 E., W. M. 100

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6N	35	34	A	501		7-14	10-6
Twp.	Rge. E	Sec.	1/4 1/16	Tax Lot Number	TYPE	Spec. Int. in Real Prop.	Code Area Number
Map Number							
ACCOUNT NUMBER							

OFFICIAL RECORD OF DESCRIPTION OF REAL PROPERTY
 Umatilla County Assessor's Office **13772**

34	6N	35
Section	Township	Range E.

Lot No.	Block No.	Addition	City
---------	-----------	----------	------

Indent Each New Course To This Point	Additional Description and Record of Change	Formerly Part of T. L. No.	Date of Entry On This Card	Deed Record		Acres Remaining
				Vol.	Pg.	
	500 Comm at a pt on the E line of sec 34, T6N, R35 EWM, which pt is 211.02 ft S of the NE cor of sd sec 34; Th W at R angles a dist of 54 rods; Th S at R angles a dist of 27 rods; Th E at R angles 54 rods to a pt on the sd E line of sec 34, which is 27 rods S of the place of beg; Th N al sd E line to the P.O.B., all in Umatilla County, Oregon.		10-80	R71	1743	8.91
		N.C.	4-86	R136	1050	



6N3534A000501 - 1

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 SALEM, OREGON

KNOW ALL MEN BY THESE PRESENTS, that CARRIE FEIGNER, the heir at law and successor to the estate of CHRIS (TOM) FEIGNER, deceased, for love and affection and by way of gift does by these presents sell, grant and convey unto EVELYN FEIGNER, VIRGINIA FEIGNER and BETTY BLONDELL, in equal shares, the following real property:

Commencing at a point on the East line of Section 34, T6N, R35EWM, which point is 211.2 feet South of the Northeast corner of said Section 34; thence West at right angles a distance of 54 rods; thence South at right angles 27 rods; thence East at right angles 54 rods to a point on the East line of Section 34 which is 27 rods South of the place of beginning; thence North along said East line to the place of beginning;

All being in Umatilla County, Oregon;

TO HAVE AND TO HOLD the same unto the said EVELYN FEIGNER, VIRGINIA FEIGNER and BETTY BLONDELL, their heirs and assigns, forever.

This deed is given to adjust family interests in and to said property and there is no cash consideration.

WITNESS the hand of the grantor, CARRIE FEIGNER, this

~~September, 1984.~~ MARCH 28, 1984

NOTARY PUBLIC STATE OF OREGON County of Umatilla

Carrie Feigner

SS.

Personally appeared CARRIE FEIGNER and to me acknowledged that she executed the foregoing instrument freely and voluntarily, for the purposes therein expressed.

DATED: ~~September, 1984.~~ March 28, 1984

Helen Brown
NOTARY PUBLIC FOR OREGON

My Commission Expires: 06-21-89

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WATER RESOURCES DEPT. SALEM, OREGON

FILED
J. DEAN FOUQUETTE, SR.
UMATILLA COUNTY CLERK

1986 APR 10 A 9 55

103211

111
111

R 136 PAGE 1051

STATE OF OREGON,
COUNTY OF UMATILLA, }
J. J. Dean Fouquette, Jr., County Clerk.
Certify that this document was prepared and
recorded.

ON APR. 10, 1986

at 9:55 o'clock A.M. in the record
of DEEDS of said County in

Book Page
R 136 1050

J. DEAN FOUQUETTE, SR.
County Clerk

By *Beth Resner* Deputy
Fees \$ 0.00 No. 119601

103211
Evelyn Feigner
Rt. 2 Box 346
Milton-Freewater, Or. 97862

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WATER RESOURCES DEPT.
SALEM, OREGON

Evelyn Feigner 540-44-6227
84172 Winsap Rd
M-F, OK

lot 500
400
501

LEASE

THIS AGREEMENT, entered into this 14th day of JANUARY, 1993, by and between EVELYN FEIGNER, VIRGINIA FEIGNER and BETTY BLONDELL, herein called LANDOWNER, and EARL E. BROWN and LORRAINE A. BROWN, herein called TENANT;

W I T N E S S E T H:

All land available for orchard purposes, consisting of approximately twenty (20) acres situated on the property described on the attached Exhibit "A", which is by reference made a part hereof.

TO HAVE AND TO HOLD the said premises unto the Tenant for a period of twenty (20) years, beginning January 1, 1993 and ending December 31, 2013. If the lease is not in default at the end of the original term, the Tenant shall have the right to renew the lease for one (1) additional five-year (5) period upon the same terms and conditions with the rent being Four Hundred Dollars (\$400) per acre during the term of renewal. If Tenant desires to renew such lease, Tenant must notify Landowners no later than sixty (60) days prior to the expiration of the original term.

SECTION I: LANDOWNER AGREES:

1. Tenant is entitled to possession upon execution of this lease.
2. To furnish the land only.
3. Will remove debris from land by April 1, 1993, so that Tenant can till the land.

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SALEM, OREGON

SECTION II: TENANT AGREES:

1. To till, farm, irrigate and cultivate said premises during the term of this lease, in a good husbandlike manner and in accordance with the standards of farming practices in the area.

2. To not commit waste nor suffer waste to be committed upon the premises.

3. To pay and property taxes on the real property, excluding any taxes on the Bill Feigner house.

4. If Tenant installs a sprinkling and irrigation system, Tenant shall pay all taxes on such system.

5. To pay the ditch assessment.

6. To pay all pumping costs including electricity and repair and maintenance and replacement, if necessary, of the pump in the existing well.

7. To give peaceful possession of the farm at the termination of this lease.

8. Before going into possession of the premises Tenant shall procure and thereafter during the term of this lease, shall continue to carry the following insurance in a responsible company, at Tenant's costs:

- (a) Public liability and property damage insurance with limits of not less than \$150,000 for injury to one person, \$300,000 for injury to two or more persons in one occurrence and \$150,000 for damage to property.

Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the

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WATER RESOURCES DEPT.
SALEM, OREGON

leased premises, whether or not related to an occurrence caused or contributed to by Landowner's negligence, shall protect Tenant against the claims of Landowner on account of the obligations assumed by Tenant against claims of third persons. Certificates evidencing such insurance, naming Landowner as additional insured and bearing endorsements requiring ten (10) days written notice to Landowner prior to any change or cancellation shall be furnished to Landowner prior to Tenant's occupancy of the property. *EB 1/25/93*
LD 1/25/93

SECTION III: INSPECTION:

The Landowner reserves the right to enter at any reasonable hour for the purpose of inspecting the premises.

SECTION IV: RENT:

1. The Tenant agrees to pay rent as follows:
 - (a) Six Thousand Dollars (\$6,000) per year cash rent for the first five (5) years of the lease.
 - (b) Beginning January 1, 1998, Eight Thousand Dollars (\$8,000) per year cash rent for the balance of the term.
 - (c) Such payments shall be made on January 1st of each year in advance.

SECTION V: DEFAULT:

The following shall be events of default:

A. DEFAULT IN RENT:

Failure of Tenant to pay any rent or other charges within thirty (30) days after it is due.

B. DEFAULT IN COVENANTS:

Failure of Tenant to comply with any term or condition or

fulfill any obligation of the lease within thirty (30) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the thirty-day (30) period, this provision shall be complied with if Tenant begins correction of the default within the thirty-day (30) period and thereafter proceeds with diligence and in good faith to effect the remedy as soon as practicable.

C. REMEDIES ON DEFAULT:

1. TERMINATION:

In the event of a default, the lease may be terminated at the option of the Landlord. Tenant shall not be deemed in default for failure to perform any covenant or condition of this lease, as provided herein until notice of said default has been given by Landlord to Tenant and Tenant shall have failed to remedy said default within thirty (30) days after the giving of the notice.

If the property is abandoned by Tenant in connection with a default, termination shall be automatic and without notice.

2. DAMAGES:

In the event of termination on default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages.

(a) Any excess of (1) the value of all of Tenant's obligations under this lease, including the obligation to pay rent, from the date of default until the end of the term, over (2) the

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SALEM, OREGON

reasonable rental value of the property for the same period figured as of the date of default, the net result to be discounted to the date of default at a reasonable rate not exceeding four (4%) percent per annum.

(b) The reasonable costs of re-entry and re-letting including without limitations the cost of any clean up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the premises upon termination and to leave them in the required condition, any remodeling costs, attorney fees, court costs, broker commissions and advertising costs.

(c) The loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been secured.

SECTION VI: ARBITRATION:

1. DISPUTES TO BE ARBITRATED:

If any dispute arises between the parties as to a matter which this lease says should be arbitrated, either party may request arbitration and appoint as an arbitrator an independent real estate appraiser having knowledge of valuation of farm properties, comparable to the leased premises. The other party shall also choose an arbitrator with such qualifications, and the two arbitrators shall choose a third. If the choice of the second or third arbitrator is not made within ten (10) days of choosing of the prior arbitrator, then either party may apply to the presiding judge of the judicial district where the leased premises are

located to appoint the required arbitrator.

2. PROCEDURE FOR ARBITRATION:

The arbitration shall proceed according to the Oregon Statutes governing arbitration and the award of the arbitrator shall have the effect therein provided. The arbitration shall take place in the county where the leased premises are located. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorneys fees incurred in connection with the arbitration.

SECTION VII: ATTORNEY FEES:

It is mutually agreed between the Landowner and Tenant as follows:

1. In case a suit or action is instituted to enforce any of the provisions hereof, the parties agree to pay such sum as the court may adjudge reasonable as attorneys fees to be allowed the prevailing party in said suit or action and on any appeal therefrom.

SECTION VIII: SPECIAL CONDITIONS:

1. Tenant may install its own sprinkling system, including buried mainline at any time, at their own expense.
2. Tenant shall have the right to the use of the water from the well which is situate on the seven (7) acres immediately south of the leased premises.
3. Tenant shall have the right to build a reservoir on the leased premises.

LB = 1/25/92
CB - 1/25/93

SECTION IX: RIGHT OF FIRST REFUSAL:

If Landowner desires to sell the premises during the original term or any renewal term and receives from a prospective purchaser a bonafide offer to buy, Landowner shall first offer the premises for sale to Tenant as follows:

A. Landowner shall give written notice to Tenant stating the name of the prospective purchaser and the price and terms of the proposed sale.

B. Within twenty (20) days after receipt of a notice of proposed sale, if the lease is then in good standing or is subject only to defaults which are corrected within the time provided in the lease so as to effect a reinstatement of good standing as of that time, Tenant may elect to purchase the property on terms equally or more favorable to Landowner by so advising Landowner in writing. The price must equal the net return to Landowner under the proposed sale after adjustment for the difference, if any, in real estate commission and cost of closing payable in the event of the proposed sale as opposed to sale to Tenant.

C. If Tenant elects not to purchase, the sale shall be closed on the date specified by Tenant in the notice of election, not less than ten (10) nor more than thirty (30) days after the notice, or at Landowner's election on the date, if any, specified as a condition of the original sale and stated in the notice of proposed sale.

D. If Tenant does not elect to purchase, Landowner may, at any time within thirty (30) days thereafter, sell to the named

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SALEM, OREGON

prospective purchaser at the price and on the terms stated in the notice of proposed sale. The purchaser shall take the property subject to all the terms of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands in duplicate the day and year first above written.

Evelyn L. Feigner
EVELYN FEIGNER, Landowner

Virginia L. Feigner
VIRGINIA L. FEIGNER, Landowner

Betty Blondell
BETTY BLONDELL, Landowner

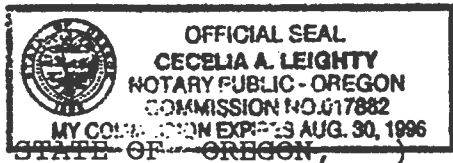
Earl E. Brown
EARL E. BROWN, Tenant

Lorraine A. Brown
LORRAINE A. BROWN, Tenant

STATE OF OREGON,)
)ss.
County of Umatilla.)

February 12, 1993.

Personally appeared the above named EVELYN FEIGNER and acknowledged the foregoing instrument to be her voluntary act and deed. Before me.



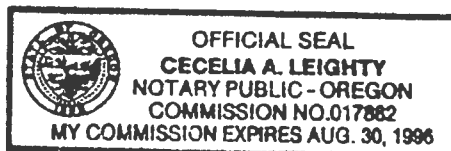
Cecelia A. Leighty
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8/30/96

STATE OF OREGON,)
)ss.
County of Umatilla.)

February 12, 1993.

Personally appeared the above named VIRGINIA L. FEIGNER and acknowledged the foregoing instrument to be her voluntary act and deed. Before me.

Cecelia A. Leighty
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8/30/96

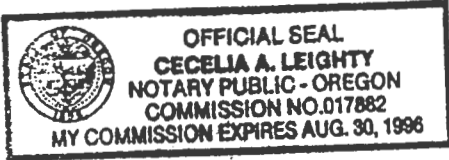


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STATE OF OREGON,)
)ss.
County of Umatilla.)

February 12, 1993.

Personally appeared the above named BETTY BLONDELL and acknowledged the foregoing instrument to be her voluntary act and deed. Before me.



Cecelia A. Leighty
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8/30/96

STATE OF OREGON,)
)ss.
County of Umatilla.)

January 14, 1993.

Personally appeared the above named EARL E. BROWN and acknowledged the foregoing instrument to be his voluntary act and deed. Before me.

Hope E. Hackbarth
NOTARY PUBLIC FOR OREGON
My Commission Expires: 4/9/93

STATE OF OREGON,)
)ss.
County of Umatilla.)

January 14, 1993.

Personally appeared the above named LORRAINE A. BROWN and acknowledged the foregoing instrument to be her voluntary act and deed. Before me.

Hope E. Hackbarth
NOTARY PUBLIC FOR OREGON
My Commission Expires: 4-9-93

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EXHIBIT "A"

Beginning at a point on the East line of Section 34, Township 6 North, Range 35, E.W.M., which point is 211.2 feet South of the Northeast corner of said Section 34; thence West at right angles a distance of 577.5 feet; thence North at right angles a distance of 211.2 feet to the North line of said Section 34; thence West along the North line of said Section 34, a distance of 112.5 feet; thence South at right angles a distance of 200 feet; thence West at right angles a distance of 200 feet; thence North at right angles a distance of 200 feet to the North line of said Section 34; thence West along the North line of said Section 34, a distance of 430 feet more or less to the Northwest corner of the Northeast Quarter, of the Northeast Quarter of said Section 34; thence South along the West line of the Northeast Quarter of the Northeast Quarter of said Section 34 a distance of 990 feet more or less to the Southwest corner of the North Half of the South Half of the Northeast Quarter of the Northeast Quarter of said Section 34; thence East along the South line of said North Half a distance of 920 feet; thence North at right angles a distance of 548 feet; thence East at right angles a distance of 420 feet more or less to the East line of said Section 34; thence North along the East line of said Section 34 a distance of 200 feet more or less to the point of beginning;

All being East of the Willamette Meridian, County of Umatilla, State of Oregon;

Subject to any and all water rights of way and roads.

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NE1/4 Sec. 34 T6N R.35E.W.M.

6N 35 34

UMATILLA COUNTY

Aerial Photo No. NZ-6

1"=200'

See Map 6N 35 27D

NE FOR MINE
24-64-225

SUNNYSIDE

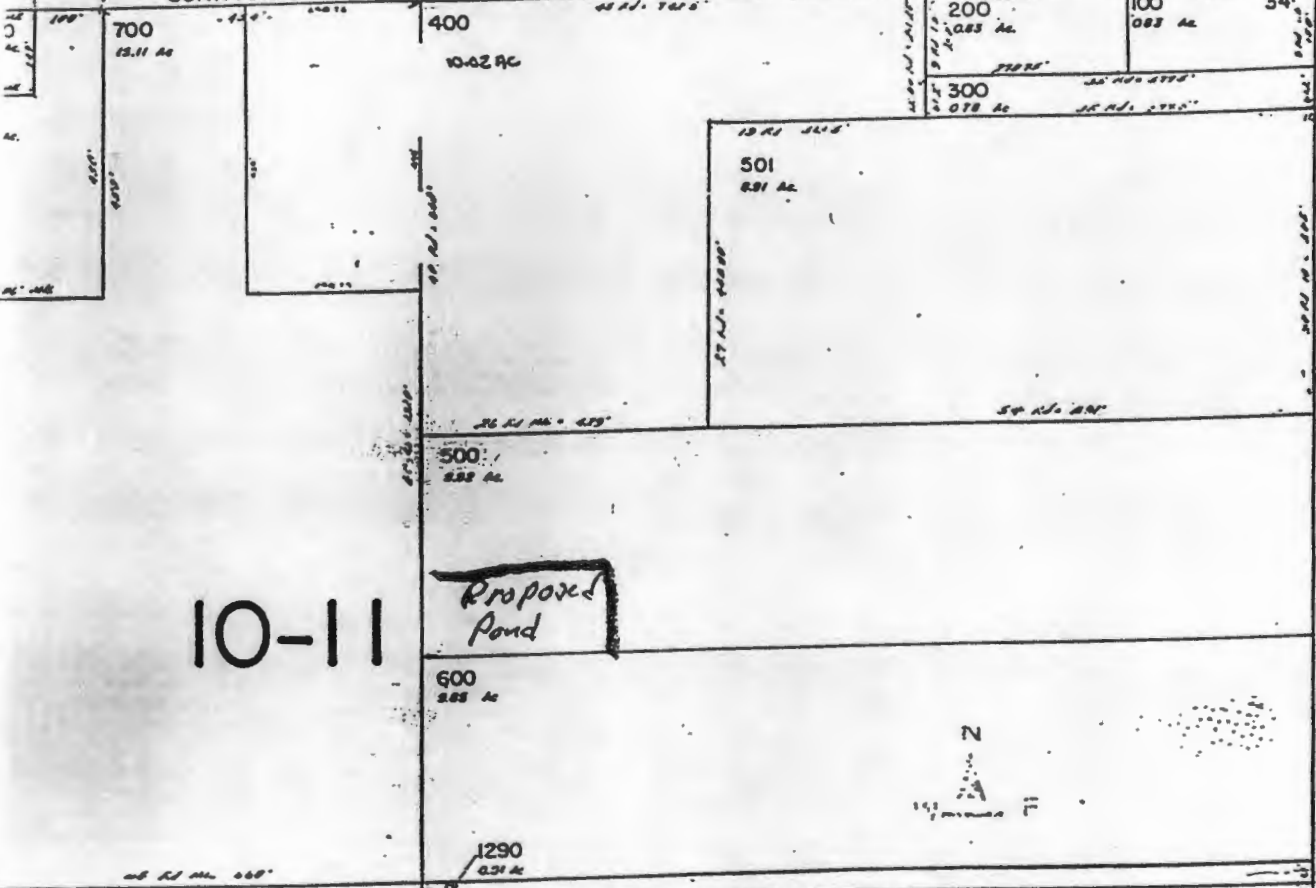
UMAPINE

NO. 456

27

26

35



CANCELLED
T.L. 1790

See Map 6N 35 35B

THIS MAP IS INTENDED AS A
REFERENCE BY:
THE COMPANY
AND DOES NOT SHOW
ELEMENTS, IT IS PROVIDED
ONLY, AND THIS
FOR THE CONTRACT
ELEMENTS, ROADS OR OTHER
CON.

64-35-34A

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NE FOR MINE

This agreement lease contract to be
signed by

Evelyn Feigner
Virginia Feigner
Betty Bindell

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This amendment to the present
agreement
leased, contract dated 14 Jan 1993 for
lots 500 and 501 in the NE 1/4 of
section 34, TSN-R 35E Wm. is made
to allow use of the irrigation water
in Well G 12816. The use of the
supplementary water from Well G 12816

will occur when the primary source
of the Little Walla Walla River
from Lydell Branch, is diminished
for any reason to the extent that
that it cannot supply the required
amount. This amendment will cease
or stop if the present contract is
cancelled or is not renewed.

16.5 ft = 643.5 ft

TOL 501

TX Lot 501

Abstract of Ground Water Registration

Registration No. GR-2559

Certificate No. GR-2417

Name Christian and Carrie Feigner
Address R.F.D. 2, Box 346
Milton-Freewater, Oregon

Source of water supply Pump Well

Primary

Use Irrigation

Point of diversion 39 rods S. and 35 ft. W. of the NE corner of Sec. 34,
being within NE $\frac{1}{4}$, NE $\frac{1}{4}$, Sec. 34, T. 6 N., R. 35 E., W.M.
Number of acres in the county of Umatilla.
9.0

DESCRIPTION OF LAND TO BE IRRIGATED OR PLACE OF USE

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$			
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$
6 N	35 E	34	9															

Priority date 1910

Amount of water claimed 250 g.p.m.
0.55 cfs

Time limit to completely apply water completed extended to extended to

Remarks: none

*Beside the House used
as House Well & Irrigation*

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Irrigate Tax Lot 600 ?

*ny kw
or*

Let the Umatilla Co. K. U. C.

Basin 7, Vol. 1

Delbert Leighty - 535-38-5082
84540 Winesap Rd
M-F, Ok

8/15/01
2001

LEASE

THIS AGREEMENT, entered into this 13 day of Jan, 1994, by and between DELBERT C. LEIGHTY and CECELIA A. LEIGHTY, herein called LANDOWNER, and EARL E. BROWN and LORRAINE A. BROWN, herein called TENANT;

W I T N E S S E T H :

All land available for orchard purposes, consisting of approximately nine (9) acres situated on the property described below:

The South Half of the South Half of the Northeast Quarter of the Northeast Quarter of Section 34, Township 6 North, Range 35, East of the Willamette Meridian, Umatilla County, Oregon, excepting a tract of land 150' running North/South and 275' running East/West in the Southeast corner thereof, a sketch of which is attached hereto marked Exhibit "A".

TO HAVE AND TO HOLD the said premises unto the Tenant for a period of twenty (20) years, beginning January 1, 1994 and ending December 31, 2014. If the lease is not in default at the end of the original term, the Tenant shall have the right to renew the lease for one (1) additional five-year (5) period upon the same terms and conditions with the rent being Four Hundred Dollars (\$400) per acre during the term of renewal. If Tenant desires to renew such lease, Tenant must notify Landowners no later than sixty (60) days prior to the expiration of the original term.

SECTION I: LANDOWNER AGREES:

1. Tenant is entitled to possession upon execution of this lease.
2. To furnish the land only.

SECTION II: TENANT AGREES:

1. To till, farm, irrigate and cultivate said premises during the term of this lease, in a good husbandlike manner and in accordance with the standards of farming practices in the area.
2. To not commit waste nor suffer waste to be committed upon the premises.
3. During the term of this lease to plant and establish nine (9) acres of orchard on the property.

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SALEM, OREGON

4. To pay any property taxes on the real property, excluding any taxes on the Leighty house and surrounding .85 acres.

5. If Tenant installs a sprinkling and irrigation system, Tenant shall pay all taxes on such system.

6. To pay the ditch assessment.

7. To pay all pumping costs including electricity, repair and maintenance, and replacement of the irrigation system.

8. To give peaceful possession of the farm at the termination of this lease.

9. Before going into possession of the premises Tenant shall procure and thereafter during the term of this lease, shall continue to carry the following insurance in a responsible company, at Tenant's costs:

(a) Public liability and property damage insurance with limits of not less than \$150,000 for injury to one person, \$300,000 for injury to two or more persons in one occurrence and \$150,000 for damage to property.

Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the leased premises, whether or not related to an occurrence caused or contributed to by Landowner's negligence, shall protect Tenant against the claims of Landowner on account of the obligations assumed by Tenant against claims of third persons. Certificates evidencing such insurance, naming Landowner as additional insured and bearing endorsements requiring ten (10) days written notice to Landowner prior to any change or cancellation shall be furnished to Landowner prior to Tenant's occupancy of the property.

SECTION III: INSPECTION:

The Landowner reserves the right to enter at any reasonable hour for the purpose of inspecting the premises.

SECTION IV: RENT:

1. The Tenant agrees to pay rent as follows:

(a) Two-Thousand-Seven-Hundred Dollars (\$2,700) per year cash rent for the first five (5) years of the lease.

(b) Beginning January 1, 1999, Three-Thousand-Six-Hundred Dollars (\$3,600) per year cash rent for the balance of the term.

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(c) Such payments shall be made on January 1st of each year in advance.

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SECTION V: DEFAULT:

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The following shall be events of default:

WATER RESOURCES DEPT.
SALEM, OREGON

A. DEFAULT IN RENT:

Failure of Tenant to pay any rent or other charges within thirty (30) days after it is due.

B. DEFAULT IN COVENANTS:

Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease within thirty (30) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the thirty-day (30) period, this provision shall be complied with if Tenant begins correction of the default within the thirty-day (30) period and thereafter proceeds with diligence and in good faith to effect the remedy as soon as practicable.

C. REMEDIES ON DEFAULT:

1. TERMINATION:

In the event of a default, the lease may be terminated at the option of the Landlord. Tenant shall not be deemed in default for failure to perform any covenant or condition of this lease, as provided herein until notice of said default has been given by Landlord to Tenant and Tenant shall have failed to remedy said default within thirty (30) days after the giving of the notice.

If the property is abandoned by Tenant in connection with a default, termination shall be automatic and without notice.

2. DAMAGES:

In the event of termination on default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages.

(a) Any excess of (1) the value of all of Tenant's obligations under this lease, including the obligation to pay rent, from the date of default until the end of the term, over (2) the reasonable rental value of the property for the same period figured as of the date of default, the net result to be discounted to the

date of default at a reasonable rate not exceeding four (4%) percent per annum.

(b) The reasonable costs of re-entry and re-letting including without limitations the cost of any clean up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the premises upon termination and to leave them in the required condition, any remodeling costs, attorney fees, court costs, broker commissions and advertising costs.

(c) The loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been secured.

SECTION VI: ARBITRATION:

1. DISPUTES TO BE ARBITRATED:

If any dispute arises between the parties, either party may request arbitration and appoint an arbitrator. The other party shall also choose an arbitrator and the two arbitrators shall choose a third. If the choice of the second or third arbitrator is not made within ten (10) days of choosing of the prior arbitrator, then either party may apply to the presiding judge of the judicial district where the leased premises are located to appoint the required arbitrator.

2. PROCEDURE FOR ARBITRATION:

The arbitration shall proceed according to the Oregon Statutes governing arbitration and the award of the arbitrator shall have the effect therein provided. The arbitration shall take place in the county where the leased premises are located. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorneys fees incurred in connection with the arbitration.

SECTION VII: ATTORNEY FEES:

It is mutually agreed between the Landowner and Tenant as follows:

1. In case a suit or action is instituted to enforce any of the provisions hereof, the parties agree to pay such sum as the court may adjudge reasonable as attorneys fees to

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SALEM, OREGON

be allowed the prevailing party in said suit or action and on any appeal therefrom.

SECTION VIII: SPECIAL CONDITIONS:

1. Tenant shall install its own sprinkling system, including buried mainline at any time, at their own expense.

2. Tenant shall have the right to the use of the water from the Lydell ditch.

SECTION IX: RIGHT OF FIRST REFUSAL:

If Landowner desires to sell the premises during the original term or any renewal term and receives from a prospective purchaser a bonafide offer to buy, Landowner shall first offer the premises for sale to Tenant as follows:

A. Landowner shall give written notice to Tenant stating the name of the prospective purchaser and the price and terms of the proposed sale.

B. Within twenty (20) days after receipt of a notice of proposed sale, if the lease is then in good standing or is subject only to defaults which are corrected within the time provided in the lease so as to effect a reinstatement of good standing as of that time, Tenant may elect to purchase the property on terms equally or more favorable to Landowner by so advising Landowner in writing. The price must equal the net return to Landowner under the proposed sale after adjustment for the difference, if any, in real estate commission and cost of closing payable in the event of the proposed sale as opposed to sale to Tenant.

C. If Tenant elects not to purchase, the sale shall be closed on the date specified by Tenant in the notice of election, not less than ten (10) nor more than thirty (30) days after the notice, or at Landowner's election on the date, if any, specified as a condition of the original sale and stated in the notice of proposed sale.

D. If Tenant does not elect to purchase, Landowner may, at any time within thirty (30) days thereafter, sell to the named prospective purchaser at the price and on the terms stated in the notice of proposed sale. The purchaser shall take the property subject to all the terms of this lease.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands in duplicate the day and year first above written.

Delbert C. Leighty
DELBERT C. LEIGHTY, Landowner

Cecelia A. Leighty
CECELIA A. LEIGHTY, Landowner

Earl E. Brown
EARL E. BROWN, Tenant

Lorraine A. Brown
LORRAINE A. BROWN, Tenant

STATE OF OREGON,)
)ss.
County of Umatilla.)

January 13, 1994.

Personally appeared the above named DELBERT C. LEIGHTY and CECELIA A. LEIGHTY and acknowledged the foregoing instrument to be their voluntary act and deed. Before me.

Sheri A. Hardin
NOTARY PUBLIC FOR OREGON
My Commission Expires 9/22/97



STATE OF OREGON,)
)ss.
County of Umatilla.)

Feb 8, 1994.

Personally appeared the above named EARL E. BROWN and LORRAINE A. BROWN and acknowledged the foregoing instrument to be their voluntary act and deed. Before me.

Sheri A. Hardin
NOTARY PUBLIC FOR OREGON
My Commission Expires 9-22-97



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10.12 Ac.

083 Ac
078 Ac

083 Ac

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SALEM, OREGON

19 Ac 325'

501
8.91 Ac.

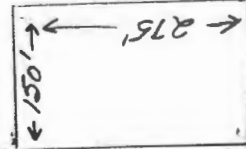
26 Ac 429'

34 Ac 481'

500
9.92 Ac.

600
9.85 Ac

1290
0.01 Ac



1700
18.71 Ac.

1501
8.03 Ac.

1500
1.70 Ac

1600
9.50 Ac

EXHIBIT "A"
Page 1 OF 1

WINESAP RD.
See Map 6N 35 35B

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SALEM, OREGON

This amendment to the present lease agreement contract dated _____, for Lot 600 in the NE 1/4 of Section 34 T6N-R35E was made to allow use of the irrigation water from well G 12816. The use of the supplementary water from well G 12816 will occur when the primary source from the Sydell Branch of the Little Walla Walla River is diminished for any reason to the extent that it cannot supply the required amount. This amendment will cease or stop if the present agreement contract is cancelled or is not renewed.

39

12676
 Veignor, Christ,
 Freewater, Ore.
 (Proof #215)
 1895 9.9 Irrigation Forsythe Lydell Branch of Ford 9.9 acres in the NE 1/4 of SE 1/4 of NE 1/4, Section 34, T. 6 N., R. 35 E., W. N. Lot 500

12677
 Veignor, F. A.
 Freewater, Ore.
 (Proof #215)
 1886 9 Irrigation and stock Forsythe Lydell Branch of Ford 9 acres in the SE 1/4 of SE 1/4 of NE 1/4, Section 34, T. 6 N., R. 35 E., W. N. Lot 600

(Proof #214) 1895 0.9 Irrigation Forsythe Lydell Branch of Ford 0.9 acre in SE 1/4 of SE 1/4 of NE 1/4, Section 34, T. 6 N., R. 35 E., W. N. Lot 600

(NOTE: Rights acquired under State Engineer's Permit No. 5565, Certificate No. 3712.)

12678
 Fields, Annie
 Grandview, Wn.
 (Proof #217)
 1906 5 Irrigation and domestic Unnamed ditches Tualum River 1.5 acres in SE 1/4 SW 1/4, Section 30, 1.5 acres in NW 1/4 SW 1/4, Section 31, T. 6 N., R. 36 E., W. N.

(NOTE: See Findings, Paragraph 79, Page 65.)

12679
 First National Bank
 of Milton,
 Milton, Ore.
 (Proof #229.)
 1885 11.4 Irrigation Lateral Ford Br. 15.4 acres within the SE 1/4 of the NW 1/4 SW 1/4, Section 28, T. 6 N., R. 35 E., W. N.

(NOTE: See Findings, Paragraph 69, Page 55.)

(NOTE: The right for 5 acres with date of priority of 1908 is limited to a period prior to June 1st of each year. See Findings, Paragraph 98, Page 82.)

Tax lot 1200
 Shares A portion of this Right.

Canceled Sp. Cr. Rec. Vol. 47 p 160

12680
 Flaughter, Henry T.
 and Alice L.,
 Freewater, Oregon.
 (Proof #219)
 1900 0.90 Irrigation Stillman Walla Walla River 0.90 acre in SE 1/4 NW 1/4, Section 1, T. 5 N., R. 35 E., W. N., being Lots 7, 8, 9, 10, 11 and 12, Block 27, Town of Freewater, Ore.; according to the duly recorded plat thereof.

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WATER RESOURCES DEPT.
 SALEM, OREGON

12681
 Fletcher, S. C.
 E. #1,
 Walla Walla, Wn.
 (Proof #220)
 1882 11 Irrigation McMinn Big Spring Ditch, a trib. of W. W. River. 10 acres in SE 1/4 NE 1/4, 1 acre in NW 1/4 SW 1/4, Section 14, T. 6 N., R. 35 E., W. N.

12682
 Forsythe, Hettie O.,
 R. #2,
 Freewater, Ore.
 (Proof #221)
 March 1, 1901 20 Irrigation Lydell Ford Br. of Walla Walla 20 acres in the NE 1/4 of the SE 1/4 NE 1/4, Section 34, T. 6 N., R. 35 E., W. N.

(NOTE: This right is limited to June 1st of each year except that if water is available after June 1st of each year in excess of the requirements for permanent rights having a priority of 1908 or earlier, same may be used by claimant. See Findings, Paragraph 99, Page 82.)

Lot 1200

Finis Irrigation Company, a corp.

Rights continue as declared by this Court in case entitled Little Walla Walla Irrigation Company vs Finis Irrigation Company, decided upon appeal in 62d Oregon, page 348.

Low 500 - 2076

Name and Postoffice Address of Appropriator	Date of Relative Priority	Amount Cubic Feet Per Second	Number Acres	Use	Name of Ditch	Stream	Description of Land or Place
12676 Feigner, Christ, Freewater, Ore. ✓ (Proof #215)	1893		9.9	Irrigation	Forsythe	Lydell Branch of Ford	9.9 acres in the N $\frac{1}{2}$ of S $\frac{1}{2}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 34, T. 6 N., R. 35 E., W.M. (500)
12677 Feigner, F. A., ✓ Freewater, Ore. ✓ (Proof #215)	1886 ✓		9	Irrigation and stock	Forsythe	Lydell Branch of Ford ✓	9 acres in the S $\frac{1}{2}$ of S $\frac{1}{2}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 34, T. 6 N., R. 35 E., W. M. (600)
			0.9	Irrigation	Forsythe	Lydell Branch	0.9 acre in S $\frac{1}{2}$ of S $\frac{1}{2}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 34

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SALEM, OREGON

Lot 700 54 - NONE

Earl Brown & Sons, Inc. 161242

(CORRECTION)

WARRANTY DEED

187783

REEL 243 PAGE 1424

EVELYN FEIGNER, VIRGINIA FEIGNER and BETTY BLONDELL, Grantors, convey and warrant to EARL BROWN & SONS, INC., Grantees, the following described real property free of encumbrances all that real property described on the attached Exhibit "A" which is hereby referred to and made a part hereof.

The true consideration for this conveyance is \$60,000.

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. THIS DEED IS BEING RE-RECORDED TO CORRECT LEGAL DESCRIPTION

Until a change is requested all tax statements should be sent to:

Earl Brown & Sons, Inc.
P.O. Box 249
Milton-Freewater, Oregon 97862

DATED this 18 day of March, 1991.

FILED
UMATILLA COUNTY CLERK
93 NOV -8 A 11:28

Evelyn Feigner
Evelyn Feigner

Virginia L. Feigner
Virginia Feigner

Betty J. Blondell
Betty Blondell

STATE OF OREGON,)
) ss.
County of Umatilla.)

March 18, 1991.

Personally appeared the above named Evelyn Feigner and acknowledged the foregoing instrument to be her voluntary act and deed. Before me.

Sonja S. Marshall
Notary Public for Oregon
My Commission Expires: 5-31-93



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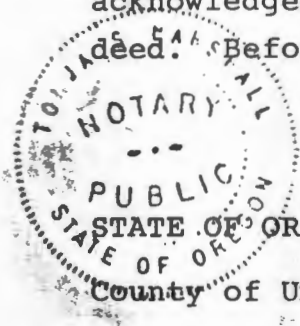
WATER RESOURCES DEPT.
SALEM, OREGON

PTC 0

STATE OF OREGON,)
) ss.
County of Umatilla.)

March 18, 1991.

Personally appeared the above named Virginia Feigner and acknowledged the foregoing instrument to be her voluntary act and deed. Before me.



Toija S. Marshall
Notary Public for Oregon
My Commission Expires: 5-31-93

STATE OF OREGON,)
) ss.
County of Umatilla.)

March 18, 1991.

Personally appeared the above named Betty Blondell and acknowledged the foregoing instrument to be her voluntary act and deed. Before me.



Toija S. Marshall
Notary Public for Oregon
My Commission Expires: 5-31-93

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WATER RESOURCES DEPT.
SALEM, OREGON

TRACT I:

Beginning at Northeast corner of Northwest Quarter of Northeast Quarter of Section 34, Township 6 North, Range 35; thence West along North line of Section 34 a distance of 248.75 feet to Northwest corner of that tract conveyed to Evelyn Feigner, et al, by Deed recorded in Microfilm R-136, Page 1044, Deed Records, and **THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION**; thence West along said North line 205.25 feet; thence South, parallel to East line of Northeast Quarter of Section 34 a distance of 450 feet; thence West, parallel to North line of Section 34; a distance of 206 feet, more or less, to East line of that tract conveyed to Ned Feigner, et ux, by Deed recorded in Book 176, Page 519, Deed Records; thence South along said East line to a point 1320 feet South of North line of Section 34; thence East at right angles 660 feet, more or less, to a point on North-South centerline of Northeast Quarter of Section 34; thence North along said North-South centerline, 870 feet, more or less, to Southeast corner of said Evelyn Feigner Tract; thence West along South line of said Evelyn Feigner Tract, 248.75 feet to Southwest corner thereof; thence North along West line of said Evelyn Feigner Tract 450 feet to the point of beginning;

SUBJECT to any and all water rights of way and roads;

All being East of the Willamette Meridian, Umatilla County, Oregon.

TRACT II:

Beginning at Northeast corner of Northwest Quarter of Northeast Quarter of Section 34, Township 6 North, Range 35; and **THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION**; thence West along North line of Section 34 a distance of 248.75 feet; thence South at right angles 450 feet; thence East at right angles 248.75 feet to a point on North-South centerline of Northeast Quarter of Section 34; thence North along said North-South centerline to the point of beginning;

SUBJECT to any and all water rights of way and roads;

All being East of the Willamette Meridian, Umatilla County, Oregon.

ALSO SUBJECT:

1. As disclosed by the tax rolls the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use said property will be subject to additional taxes and interest.
2. Easement, including the terms and provisions thereof, granted by C. E. Harkins, et ux, to Pacific Power & Light Company, recorded June 16, 1914, Book 87, Page 244, Deed Records.

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WATER RESOURCES DEPT.
SALEM, OREGON

Exhibit "A"
Page 1

cont.

3. Rights outstanding if any in irrigation well, if located in Southwest corner of Tract I, contained in Deed from Ned Feigner, et ux, to A. A. Hoffman, et ux, recorded June 30, 1944, Book 171, Page 180, Deed Records, which reads as follows: If the irrigation well is in Southwest corner of above lands, then the property to the West is to have use of the same.

R.203 PAGE 1029

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WATER RESOURCES DEPT.
SALEM, OREGON

TRACT I:

Beginning at Northeast corner of Northwest Quarter of Northeast Quarter of Section 34, Township 6 North, Range 35; thence West along North line of said Section 34, a distance of 248.75 feet to Northwest corner of that tract conveyed to Evelyn Feigner, et al, by Deed recorded in Microfilm R-136, Page 1044, Deed Records, and the true point of beginning for this description; thence West along said North line 205.25 feet; thence South, parallel to East line of Northeast Quarter of Section 34, a distance of 450 feet; thence West, parallel to North line of said Section 34, a distance of 206 feet, more or less, to East line of that tract conveyed to Ned Feigner, et ux, by Deed recorded in Book 176, Page 519, Deed Records; thence South along said East line to a point 1320 feet, more or less, to a point on North-South centerline of Northeast Quarter of Section 34; thence North along said North-South centerline, 870 feet, more or less, to Southeast corner of said Evelyn Feigner Tract; thence West along South line of said Evelyn Feigner Tract, 248.75 feet to Southwest corner thereof; thence North along West line of said Evelyn Feigner Tract, 450 feet to the point of beginning;

SUBJECT to any and all water rights of way and roads;

All being East of the Willamette Meridian, Umatilla County, Oregon.

TRACT II:

Beginning at Northeast corner of Northwest Quarter of Northeast Quarter of Section 34, Township 6 North, Range 35, and the true point of beginning for this description; thence West along North line of Section 34, a distance of 248.75 feet; thence South at right angles 450 feet; thence East at right angles 248.75 feet to a point on North-South centerline of Northeast Quarter of said Section 34; thence North along said North-South centerline to the point of beginning;

SUBJECT to any and all water rights of way and roads;

All being East of the Willamette Meridian, Umatilla County, Oregon.

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WATER RESOURCES DEPT.
SALEM, OREGON

Name and Postoffice Address of Appropriator	Date of Relative Priority	Amount Cubic Feet Per Second	Number Acres	Use	Location	Stream	Description of Land or Water
Miller, S. A. Fredrick, Ore. (Proof #230) (Successor in interest of Geo. Tillotson) See also 1888	1908	10.4	10.4	Irrigation	Lydell	Ford Branch of Walla Walla River.	29.7 acres in NW $\frac{1}{4}$ of Section 54, T. 6 N., R. 35 E., W. 4. being within the E $\frac{1}{2}$ of NW $\frac{1}{4}$ and the E $\frac{1}{2}$ of W $\frac{1}{2}$ of NW $\frac{1}{4}$ of said Sec. 54.

(NOTE: The use of water is limited to the water available in excess of what is required to fill the permanent rights having a priority of 1908 or earlier. SEE Findings, Paragraph 69, Page 58.)

1271?
Miller, W. E.
Milton, Ore.
(Proof #560)

1868	2.16	Irrigation	McIntyre Ditch & laterals also pipe line	Walla Walla River	2.16 acres in SW $\frac{1}{4}$ of Section 12, T. 5 N., R. 35 E., W. 4., being within the following described tract: Beginning at a point on the north boundary of
------	------	------------	--	-------------------	---

the SW $\frac{1}{4}$ of Sec. 12, T. 5 N., R. 35 E., W. 4.; which point is 558.5 ft. east of the northwest corner of the SW $\frac{1}{4}$ of said Sec. 12; thence S. 65° W. 254 ft.; thence S. 25° E. 314.8 ft.; thence N. 65° E. 156.4 ft.; thence S. 81° 20' E. 60.5 ft.; thence N. 81° 20' E. 66.8 ft.; thence N. 25° W. 295 ft. more or less to the north boundary of said SW $\frac{1}{4}$ of said Sec. 12; thence west along said boundary 51.6 ft. to place of beginning, containing 2.16 acres.

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SALEM, OREGON

1271?
Milton City, a municipal corporation,
Milton, Ore.
(Proof #564)

1872 ✓	1.0	Irrigation	Tap from Miller Bros.'s Flume	Walla Walla River	1 acre in SW $\frac{1}{4}$ of Section 12, T. 5 N., R. 35 E., W. 4., being within the following described tract: Commencing at a point on the line of the County
--------	-----	------------	-------------------------------	-------------------	---

road 99 ft. east of the northwest corner of the land of W. S. Brown in the SW $\frac{1}{4}$ of Sec. 12, T. 5 N., R. 35 E., W. 4.; running thence from said point of beginning west 99 ft.; thence south 181.5 ft.; thence east 115 ft.; thence northerly about 181.5 ft. to point of beginning.
ALSO: Commencing at the northwest corner of the SW $\frac{1}{4}$ of Sec. 12, T. 5 N., R. 35 E., W. 4., running thence south 505.5 ft.; thence east 800 ft. to the point of beginning; running thence north 181.5 ft.; thence east 90 ft.; thence south 148.5 ft.; thence southwesterly in a direct line to the point of beginning.

Lot 700⁰⁰

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WATER RESOURCES DEPT.
SALEM, OREGON

Abstract of Permit No. G-1339

Application No. G-1455

Certificate No. 27222

Name Chris Feigner
 Address Route 2, Box 346
 Milton-Freewater, Oregon

Source of water supply George Tillotson Well, a trib. of West Branch Ford

Use Supplemental irrigation

Point of diversion 19.2 chs. S. and 20.7 chs. W. from the NE cor. Sec. 34 being within the NW¹/₄NE¹/₄, Sec. 34, T. 6 N., R. 35 E., W.M., in the county of Umatilla.

Number of acres

DESCRIPTION OF LAND TO BE IRRIGATED OR PLACE OF USE

Twp.	Range	Sec.	NE ¹ / ₄				NW ¹ / ₄				SW ¹ / ₄				SE ¹ / ₄			
			NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄
6N	35E	34		17.2														

Priority date May 4, 1959

Amount of water 0.22 c.f.s., measured at the point of diversion —

Time limit to begin construction June 22, 1960

Time limit to complete construction 10/1/60 extended to extended to

Time limit to completely apply water 10/1/61 extended to extended to

Remarks: This appropriation shall be limited to 1/30th of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 4 1/2 acre for each acre irrigated during the irrigation season of each year, and shall conform to such reasonable rotation system as may be ordered by the proper state officer.

nj
Little s.w.w. R. well

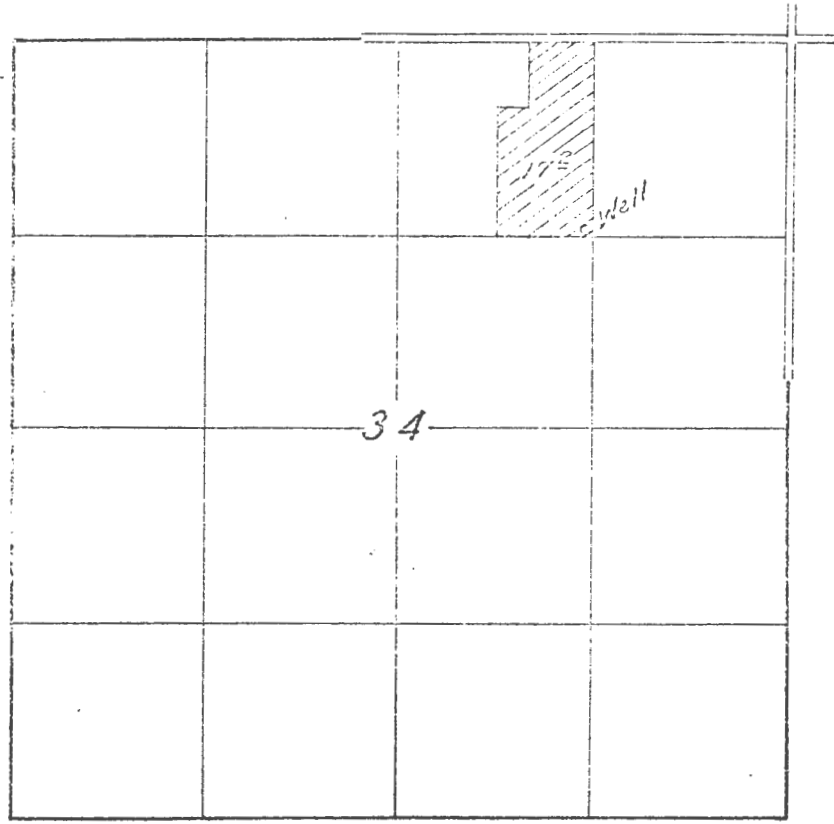
Basin 7 Vol. 1

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WATER RESOURCES DEPT.
SALEM, OREGON

T. 6 N. R. 35 E. W.M.



FINAL PROOF SURVEY

UNDER

Application No. G-1455 Permit No. G-1339

IN NAME OF

Chris Feigner

Surveyed Oct 24 1959, by C.D. Bartlett

LEASE AGREEMENT

July 1, 1977

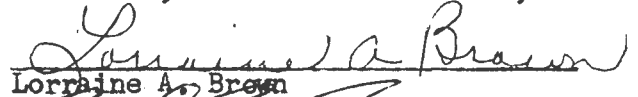
This is a Lease agreement between Earl E. Brown & Sons, Inc. , and Lorraine A. & Earl E. Brown, the owners of 20 Acres of orchard in Milton-Freewater, Oregon. This Lease will continue until cancelled in writing by either party.

The Corporation agrees to pay 20% of the gross crops raised on the property to Lorraine & Earl Brown annually, providing the Corporation pays all expences, taxes, water & maintains the farm buildings in a good manner. Expenses include pesticides, fertilizers, all labor, and tree replacement costs for the corporations share (80%) of the gross income on the property. Earl & Lorraine will live on the farm & take care of the home they live in.

Signed:



President, Earl E. Brown & Sons, Inc.


Lorraine A. Brown


Earl E. Brown

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WATER RESOURCES DEPT.
SALEM, OREGON

2-4 VOL 4711

Block 27, 11 and 12,

Town of Freewater, Ore.; according to the duly recorded plat thereof.

12681 Fletcher, S. C. ✓
R. #1,
Walla Walla, Wn.
(Proof #220)

1882

11 Irrigation McMinn

Big Spring Ditch, a trib. of W.W. River
10 acres in SW 1/4 NE 1/4
1 acre in NW 1/4 SW 1/4
Section 14,
T. 6 N., R. 35 E., W. M. 600

400
700
703
300
600

12682 - Brown Earl
Foraythe, Hettie O., ✓
R. #2,
Freewater, Ore.
(Proof #221)

March 1, 1901 ✓

Irrigation Lydell

Ford Br. of Walla Walla
20 acres in the N 1/2 of the SW 1/4 NE 1/4, Section 34,
T. 6 N., R. 35 E., W. M.

1200

(NOTE: This right is limited to June 1st of each year except that if water is available after June 1st of each year in excess of the requirements for permanent rights having a priority of 1908 or earlier, same may be used by claimant. See Findings, Paragraph 99, Page 82.)

Rights continued as declared by this Court in case entitled Little Walla Walla Irrigation Company vs Finis Irrigation Company, decided upon appeal in 62d Oregon, page 348.

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Lot 1200

Lot 1200

Abstract of Ground Water Registration

Registration No. CR-1483

Certificate No. CR-1516

Name Leonard F. Lorenzen
Address 110 W. E. Furnish
Pendleton, Oregon

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SALEM, OREGON

Source of water supply Dump Well

Use Irrigation and Domestic

Point of diversion 375' S. of the NE corner of SW $\frac{1}{4}$ of NE $\frac{1}{4}$, being within the
SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34, T. 3 N., R. 35 E., ... in the
Number of acres county of Umatilla.

20

DESCRIPTION OF LAND TO BE IRRIGATED OR PLACE OF USE

Twp	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$			
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$
6N	35E	34			20													

Priority date 1908

Amount of water claimed 100 g.p.m.

Time limit to completely apply water completed extended to extended to

Remarks: $\frac{1}{2}$ miners inch per acre. Little Walla Walla Ditch Right.

Handwritten signature

nj
nj

Little Walla Walla Ditch Right

Basin 7 Vol. 1

SKEICH

Showing

Land Under Water Appl. No. 6612.

Sec. 34, Tp. 6 N, R 35 E. W.M.

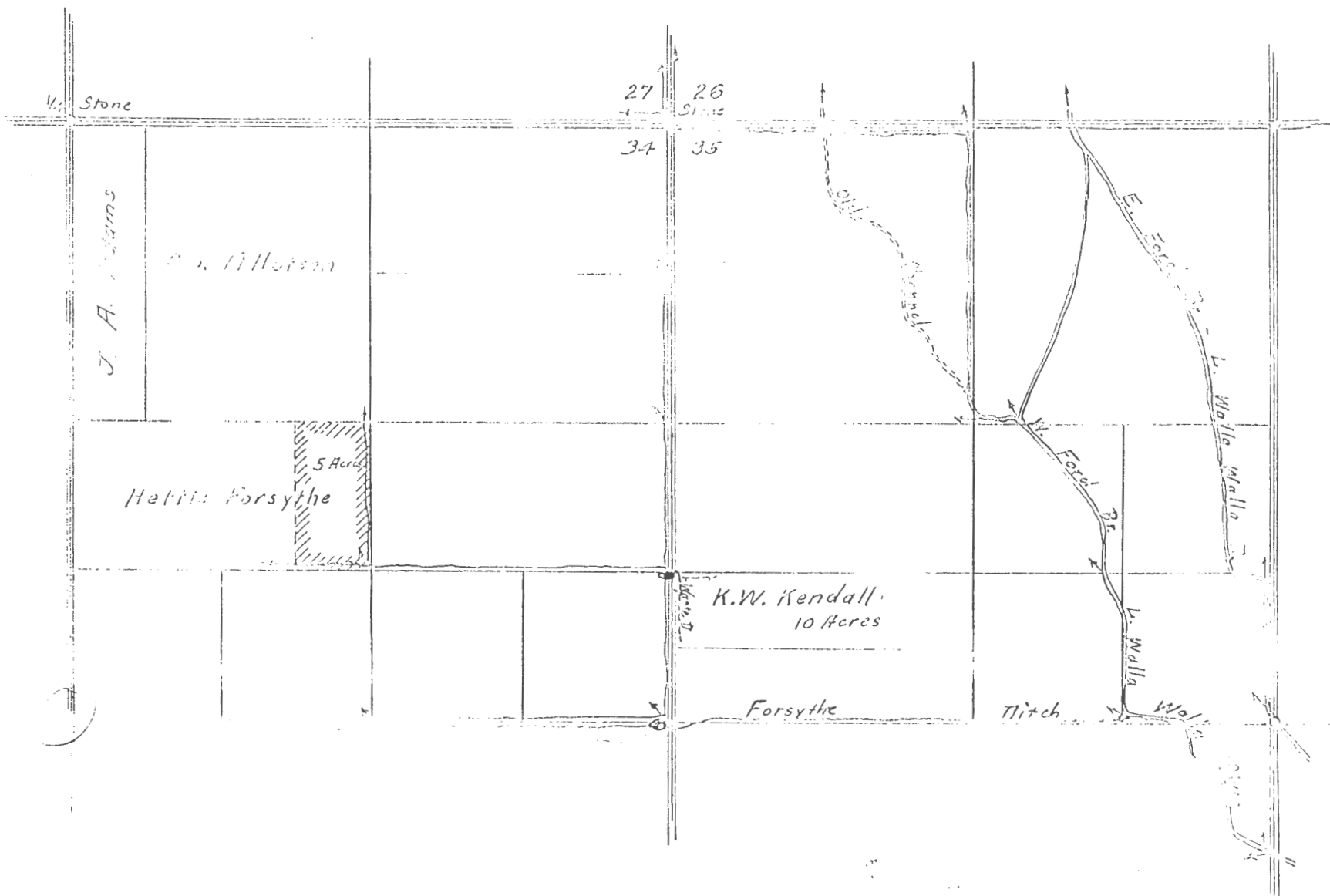
Scale 1" = 660' June, 1919.

App. No. 6612
No. 4277

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SALEM, OREGON



4277

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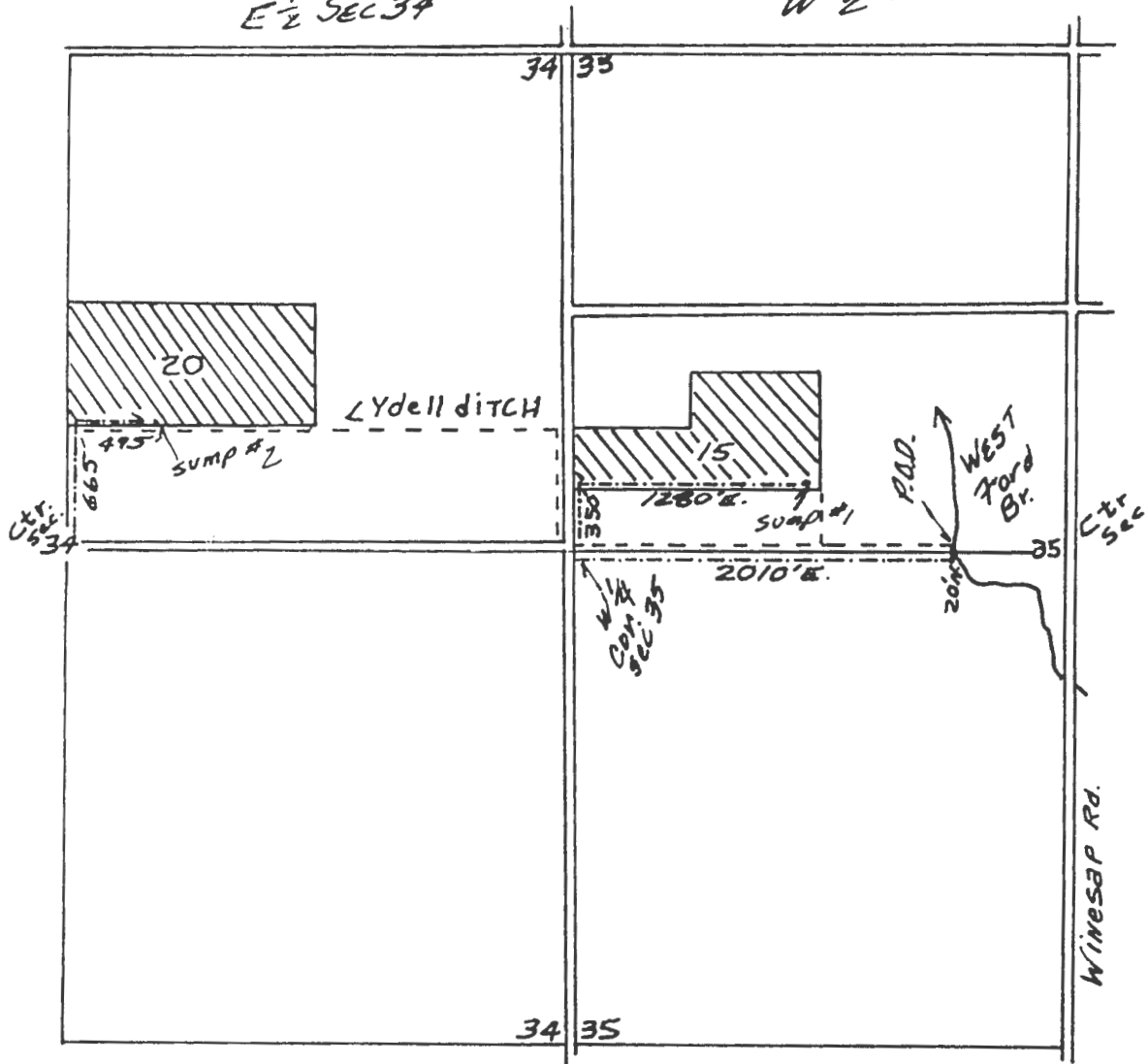
SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

T6N R35EWM
SEC. 34 & 35

E 1/2 SEC 34

W 1/2 SEC. 35



APPLICATION MAP TO ACCOMPANY
APPLICATION IN THE NAME OF
EARL E. & LORRAINE BROWN.

SOURCE - WEST FORD BR. LWWR
SCALE - 1" 1000'
USE - FROST PROTECTION

--- ditches
- - - distance

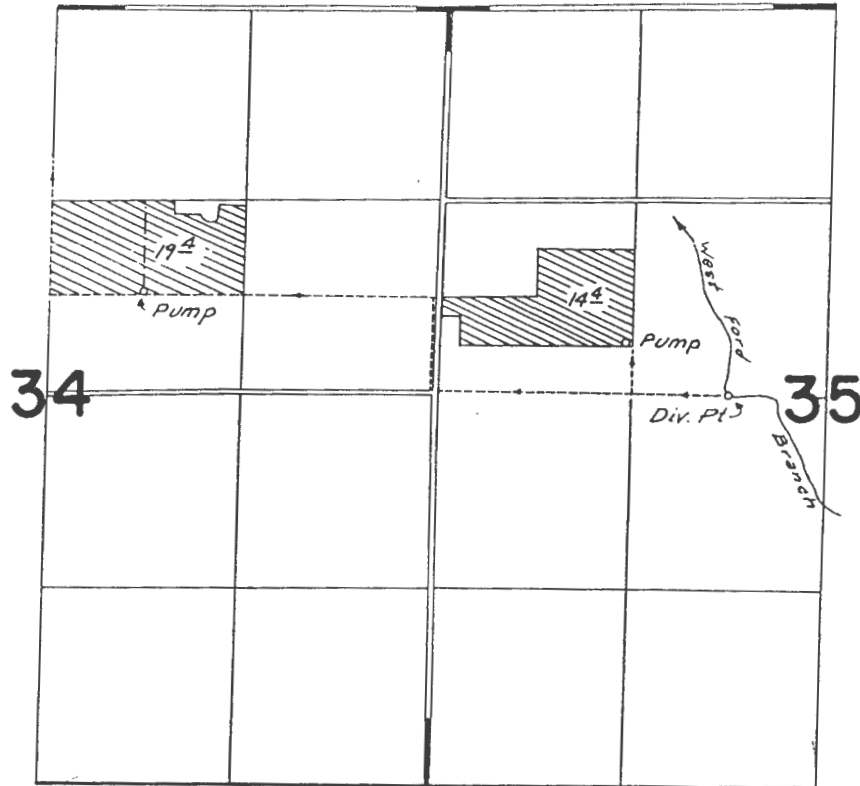
Application No. 52105
Permit No. 39255

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WATER RESOURCES DEPT.
SALEM, OREGON

T.6N.,R.35E.,W.M.



Div. Pt. Loc.: 2000' E. from W. $\frac{1}{4}$ Cor. Sec. 35

FINAL PROOF SURVEY
UNDER

Application No. 52105 Permit No. 39255
IN NAME OF

Earl E. & Lorraine Brown

Surveyed Apr. 7, 1976 by C. R. King

NZ-5MM-69 *dlb*

Earl Brown Oware

BARGAIN AND SALE DEED

269802

KNOW ALL MAN BY THESE PRESENTS, That LEONARD LORENZEN and BERTHA LORENZEN, husband and wife, hereinafter called Grantors, in consideration of love and affection do hereby bargain, sell and convey unto LORAIN BROWN, hereinafter called Grantee, the following described real property, to-wit:

The North Half of the Southwest Quarter of the Northeast Quarter of Section Thirty-four (34), Township Six (6) North, Range Thirty-five (35), and a strip of land extending along the entire North side of the North Half of the Southeast Quarter of the Northeast quarter of said Section Thirty-four (34), Township Six (6) North, Range Thirty-five (35), of sufficient width for road purposes not exceeding 4 rods in width.

Excepting rights of the public to use of the Northerly 4 rods of the North Half of the Southeast Quarter of the Northeast Quarter of Section Thirty-four (34), Township Six (6) North, Range Thirty-five (35), as a roadway.

Also excepting the irrigation well, with sufficient ground surrounding same together with the right of ingress and egress, now located upon the following described premises, to-wit:

A strip of land extending along the entire North side of the North Half of the Southeast Quarter of the Northeast Quarter of said Section Thirty-four (34), Township Six (6) North, Range Thirty-five (35), together with the right of ingress and egress for the full use and enjoyment of the well located on said premises above described, being of sufficient width for road purposes, not exceeding 4 rods in width.

Also excepting land conveyed to Frank A. Hooker and Rachel Hooker by deed recorded in Book 254, page 447 of the Deed Records of Umatilla County, Oregon.

All being East of the Willamette Meridian in the County of Umatilla and State of Oregon.

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same unto said Grantee, her heirs and assigns, forever.

The purpose of this conveyance is to make a gift of said real property from Grantors to Grantee. And Grantors do hereby reserve unto themselves any crops now growing on said real property and to be harvested in 1964.

BOOK 276 PAGE 351

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WATER RESOURCES DEPT.
SALEM, OREGON

IN WITNESS WHEREOF, we have hereunto set our hands this 1st day
of July, 1964.

Leonard Lorenzen
Leonard Lorenzen

Bertha Lorenzen
Bertha Lorenzen

STATE OF OREGON)
) ss.
County of Umatilla)

July 1, A.D. 1964.

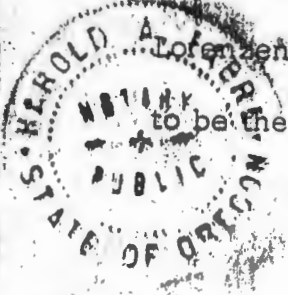
Personally appeared the above named Leonard Lorenzen and Bertha Lorenzen, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon

My Commission Expires 9-2-66

BOOK 210 PAGE 31



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Filed for record JUL - 3, 1964 at 11:34 A.M.
JACK FOLSOM Recorder of Conveyances

2 - Bargain and Sale Deed.

LEASE AGREEMENT

January 1, 2001

This is a Lease agreement between Earl E. Brown & Sons, Inc., and L & E Brown Family Limited Partnership, the owners of 10 acres of orchard, known as the Johnson place, Tax Lot 1400, SN 134468, 6N-35-34A/TL in Milton-Freewater, Oregon.

The Corporation agrees to pay 10% of the gross crops raised on the property to L & E Brown Family Limited Partnership annually. L & E Brown Family Limited Partnership will pay all property taxes. Earl E. Brown & Sons, Inc. will receive 90% of the gross crops and pay expenses consisting of water, pesticides, fertilizers, all labor, and tree replacement costs for their share on the property.

Signed: Ronald Brown
Ron Brown, President Earl E. Brown & Sons, Inc.

Signed: Nancy A. Kezele
Nancy Kezele, L & E Brown Family Ltd. Partnership

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WATER RESOURCES DEPT.
SALEM, OREGON

PIONEER ESCROW COMPANY
178 S. MAIN ST., SUITE 2
MILTON-FREEWATER, OR 97862
PHONE: (541) 938-3327, FAX: (541) 938-5089

Lot 1400
SW 1/4 NE 1/4 - 34

April 11, 2000

Ron Brown
L. & E. Family Partnership
84156 Winesap Road
Milton-Freewater, OR 97862

Escrow No.: 04-3365; Title Report No.: 64111
Seller/Buyer: *Johnson/L & E Family Partnership*
Property: 10 ac. Orchard @ 6N-35-34A/TL 1400, SN 134468
Milton-Freewater, OR 97862

Attached hereto please find the following document(s) in connection with the above referenced transaction:

POLICY:

Owner's Policy, No.: O 222341.

RECORDED DOCUMENT(S):

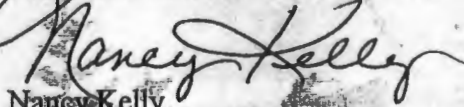
Warranty Deed, Recording No: 2000-3670343, 2 pages.

Please retain these documents for your records.

Thank you for allowing us the opportunity to be of service to you. If we may be of assistance in the future, please do not hesitate to contact our office.

Sincerely,

PIONEER ESCROW COMPANY



Nancy Kelly
Secretary

Cc: file.

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WATER RESOURCES DEPT.
SALEM, OREGON

ALSO SERVING YOU AT THESE LOCATIONS:

PIONEER ESCROW COMPANY
132 S.E. COURT AVE.
PENDLETON, OR 97801
PH: (541) 276-5114
FAX: (541) 276-0484

PIONEER TITLE COMPANY
126 S.E. COURT AVE.
PENDLETON, OR 97801
PH: (541) 276-4431
FAX: (541) 276-2007

PIONEER ESCROW COMPANY
630 S. HWY 395
HERMISTON, OR 97838
PH: (541) 567-9743
FAX: (541) 567-7307

RECEIVED
MAR 28 2000
UMATILLA COUNTY
RECORDS

367 0343 WARRANTY DEED

HULETTE M. JOHNSON, Grantor, conveys and warrants to L & E PARTNERSHIP, Grantee, the following described real property free of encumbrances except as specially set forth herein:

See EXHIBIT "A", Attached hereto and made a part hereof.

The true consideration for this conveyance is \$59,500.

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.

Until a change is requested all tax statements should be sent to: L&E Partnership, C/O Nancy Kezele, 84150 Winesap Rd., Milton-Freewater, OR 97862.

After recording, return this document to: Monahan, Grove, Tucker & Wallace, LLP, 105 N. Main, Milton-Freewater, OR 97862.

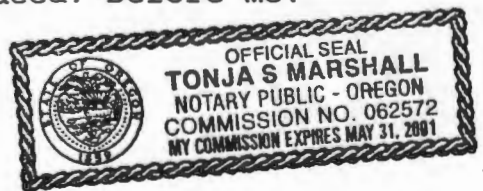
DATED this 24th day of March, 2000.

[Signature]
HULETTE M. JOHNSON, Grantor

STATE OF OREGON,)
) ss.
County of Umatilla.)

March 24, 2000.

Personally appeared the above named HULETTE M. JOHNSON and acknowledged the foregoing instrument to be his voluntary act and deed. Before me.



[Signature]
NOTARY PUBLIC FOR OREGON

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SEP 17 2001
WATER RESOURCES DEPT.
SALEM, OREGON

PIONEER TITLE CO. 64111
126 SE Court, Pend. OR. 97801

EXHIBIT "A"

The Southeast Quarter of the Southwest Quarter of the Northeast Quarter of Section 34, Township 6 North, Range 35, East of the Willamette Meridian, Umatilla County, Oregon. Excepting therefrom any portion lying within the County Road right of way.

SUBJECT TO:

1. As disclosed by the tax rolls the premises herein described have been zoned or classified for special use. At any time that said land is disqualified for such use said property will be subject to additional taxes and interest.
2. The premises herein described are within the boundaries of the Walla Walla River Irrigation District and this property is therefore subject to all easements, levies and assessments thereof.
3. Easement for ditch and road, including the terms and provisions thereof, contained in deed between
Grantor: William J. Jackson, et ux
Grantee: Hulette H. Johnson, et ux
Recorded: May 19, 1963 in Book 271, Page 617, Deed Records, Umatilla County, Oregon.

READ, ACCEPTED & APPROVED

Ronald E. Brown

State of Oregon)
County of Umatilla)

This instrument was received
and recorded on

03-28-00 at 11:32

In the record of document
code type DE-WD

Location R367-0343
Document number 2000-3870343
Fee 31.00

Office of County Records

Jean Hemphill
Records Officer

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SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

LOT 1400

Abstract of Ground Water Registration

Registration No. GR-4183

Certificate No. GR-3740

Name William J. & Carolyn K. Jackson
 Address Route 2, Box 318
 Milton-Freewater, Oregon
 Source of water supply Pumped well
 Use Irrigation
 Point of diversion 10' N. & 1310' E. from center Sec. 34; being within the
 SW 1/4 Sec. 34, T. 6 N., R. 35 E., W.M., in the county
 of Umatilla.
 Number of acres 10

DESCRIPTION OF LAND TO BE IRRIGATED OR PLACE OF USE

Twp.	Range	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4			
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4
6 N	35 E	34			10													

Priority date 1910

Amount of water claimed 300 g.p.m.

Time limit to completely apply water Completed extended to extended to

Remarks: Surplus-Walla Walla Decree, Little Walla Walla

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WATER RESOURCES DEPT.
SALEM, OREGON

ugh

Basin 7 Vol. 1

LOT 1400

TY Lot 1400

BEFORE THE WATER RESOURCES DIRECTOR OF OREGON

UMATILLA COUNTY

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WATER RESOURCES DEPT.
SALEM, OREGON

ORDER APPROVING
TRANSFER NO. 3760

None

Error Drawing Shows SW 1/4 - 6 E 1/4

IN THE MATTER OF THE APPLICATION)
OF HULETTE JOHNSON FOR APPROVAL OF)
A CHANGE IN PLACE OF USE OF WATER)
FROM LITTLE WALLA WALLA RIVER)

On August 18, 1977, an application was filed in the office of the Water Resources Director by Hulette Johnson for a change in place of use under an existing water right of record, pursuant to the provisions of ORS 540.510 to 540.530.

The certificate recorded at page 13225, Volume 11, State Record of Water Right Certificates, in the name of W. V. Staley, describes a right for the use of not to exceed 0.19 cubic foot per second from Little Walla Walla River for irrigation of 5.0 acres in SE 1/4 NE 1/4 of Section 33, Township 6 North, Range 35 East, W.M., with a date of priority of 1886.

Water for the said right is diverted, through the Forsythe, Lytle Ditch, from a point located 10 feet South and 650 feet East from the Center Corner of Section 35, being within the NE 1/4 SW 1/4 of Section 35, Township 6 North, Range 35 East, W.M.

The applicant herein, owner of the lands above described, proposes to change the place of use therefrom and, without loss of priority, to irrigate in lieu thereof 5.0 acres in S 1/2 SE 1/4 SW 1/4 NE 1/4 of Section 34, Township 6 North, Range 35 East, W.M.

Mr. William I. Porfily, Watermaster, has filed a statement to the effect that the proposed change in place of use may be made without injury to existing rights.

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

NOW, THEREFORE, it hereby is ORDERED that the requested change in place of use as described herein, without loss of priority, is approved.

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

It is FURTHER ORDERED that the certificate of water right heretofore issued to W.V. Staley and recorded at page 13225, Volume 11, State Record of Water Right Certificates, is canceled, and upon proof satisfactory to the Water Resources Director of completion of works and beneficial use of water to the extent intended under the provisions of this order, a confirming certificate of water right shall be issued to the applicant herein.

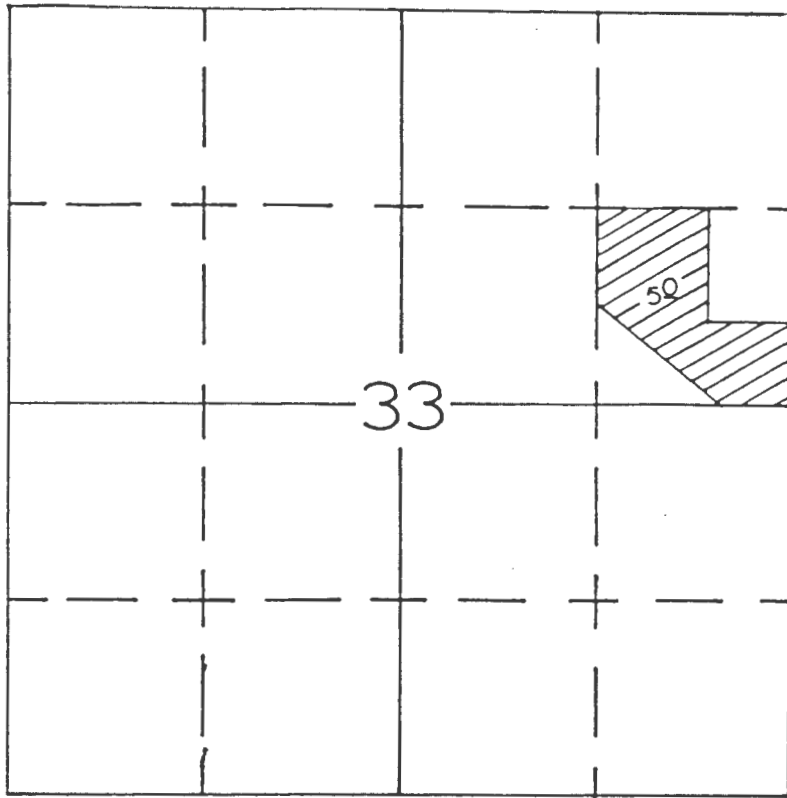
Dated at Salem, Oregon, this 8th day of December, 1977.

James E. Sexson
James E. Sexson
Director

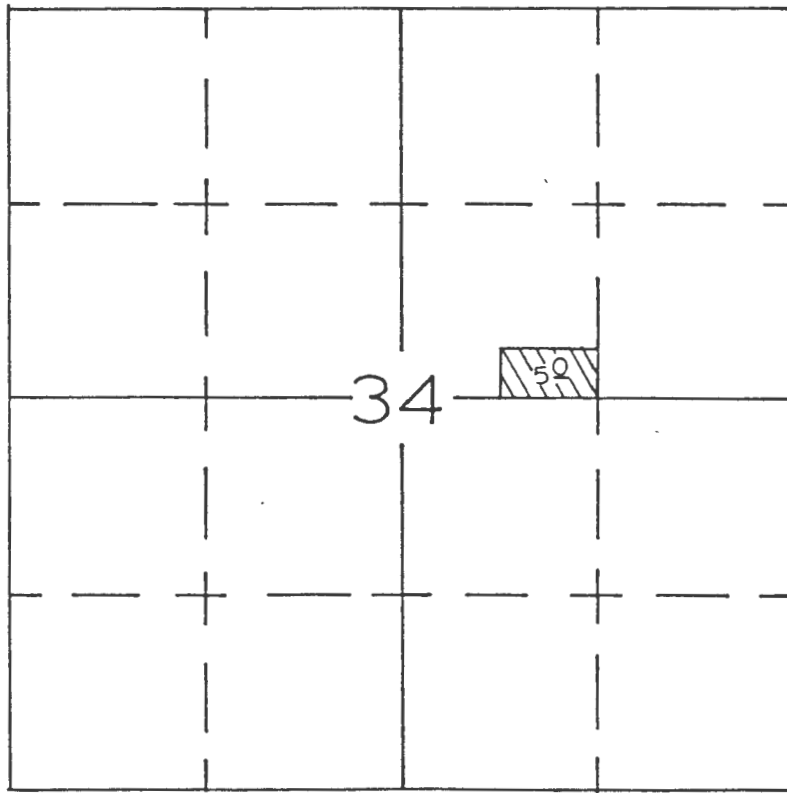
U.30 P.159

T.6N. R.35E.W.M.

1-3760



WATER RESOURCES DEPT.
SALEM, OREGON



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SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

SCALE 4 1/2 MILE

THIS MAP PREPARED BY:
Michael F. Ladd
FROM INFORMATION FURNISHED BY
THE APPLICANT.

 TRANSFERRED FROM

 TRANSFERRED TO

T-3760

Lot 1400 # 45 550 Tx Lot 1400
Huletta
Feb. 82

5523

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WATER RESOURCES DEPT.
SALEM, OREGON

Permit A-3M-1-76

SP*3296-690

STATE OF OREGON

COUNTY OF UMATILLA

CERTIFICATE OF WATER RIGHT

This Is to Certify, That H. LOHMANN

of Milton-Freewater, State of Oregon, 97862, has made proof to the satisfaction of the Water Resources Director, of a right to the use of the waters of Little Walla Walla River

a tributary of Walla Walla River for the purpose of the irrigation of 15.0 acres

under Permit No. 3365 and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from May 7, 1917

that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.19 cubic foot per second

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to 0.0375 of one cubic foot per second per acre,

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

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

5.0 acres SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$
10.0 acres SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 34
T. 6 N., R. 35 E., W. M.

This certificate describes that portion of the water right confirmed by the prior certificate recorded at page 3712, Volume 5, State Record of Water Right Certificates, NOT canceled by the provisions of an order of the Water Resources Director entered on December 8, 1977.

The issuance of this superseding certificate does not confirm the status of the water right in reference to ORS 540.610.

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described. and is subject to the existing minimum flow policies established by the Water Policy Review Board.

WITNESS the signature of the Water Resources Director, affixed

this date. March 17, 1978

James E. Sexson
Water Resources Director

Recorded in State Record of Water Right Certificates, Volume 37, page 45330

Little Walla Walla River

Basin 1, Vol. 2

43005

Waste Water

SP-33647-990

Tx1400

Basin 7, Vol. 2, Little Walla Walla R. 4112

STATE OF OREGON

COUNTY OF UMATILLA

CERTIFICATE OF WATER RIGHT

This Is to Certify, That HULETTE JOHNSON

of Route 2, Box 237, Milton-Freewater, State of Oregon 97862, has made proof to the satisfaction of the Water Resources Director, of a right to the use of the waters of waste water

a tributary of Little Walla Walla River for the purpose of supplemental irrigation of 9.3 acres

under Permit No. 43005 and that said right to the use of said waters has been perfected in accordance with the laws of Oregon: that the priority of the right hereby confirmed dates from [redacted] that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.38 cubic foot per second

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the NW 1/4 SW 1/4, Section 35, T. 6 N., R. 35 E., W.M.; 60 feet South and 50 feet East from W 1/2 Corner, Section 35

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to ~~0.0575~~ of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall also be limited to the water available at the proposed point of diversion, and shall not carry with it the right to compel continuance of the waste water

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

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

9.3 acres SW 1/4 NE 1/4 Section 34 T. 6 N., R. 35 E., W. M.

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SEP 17 2001

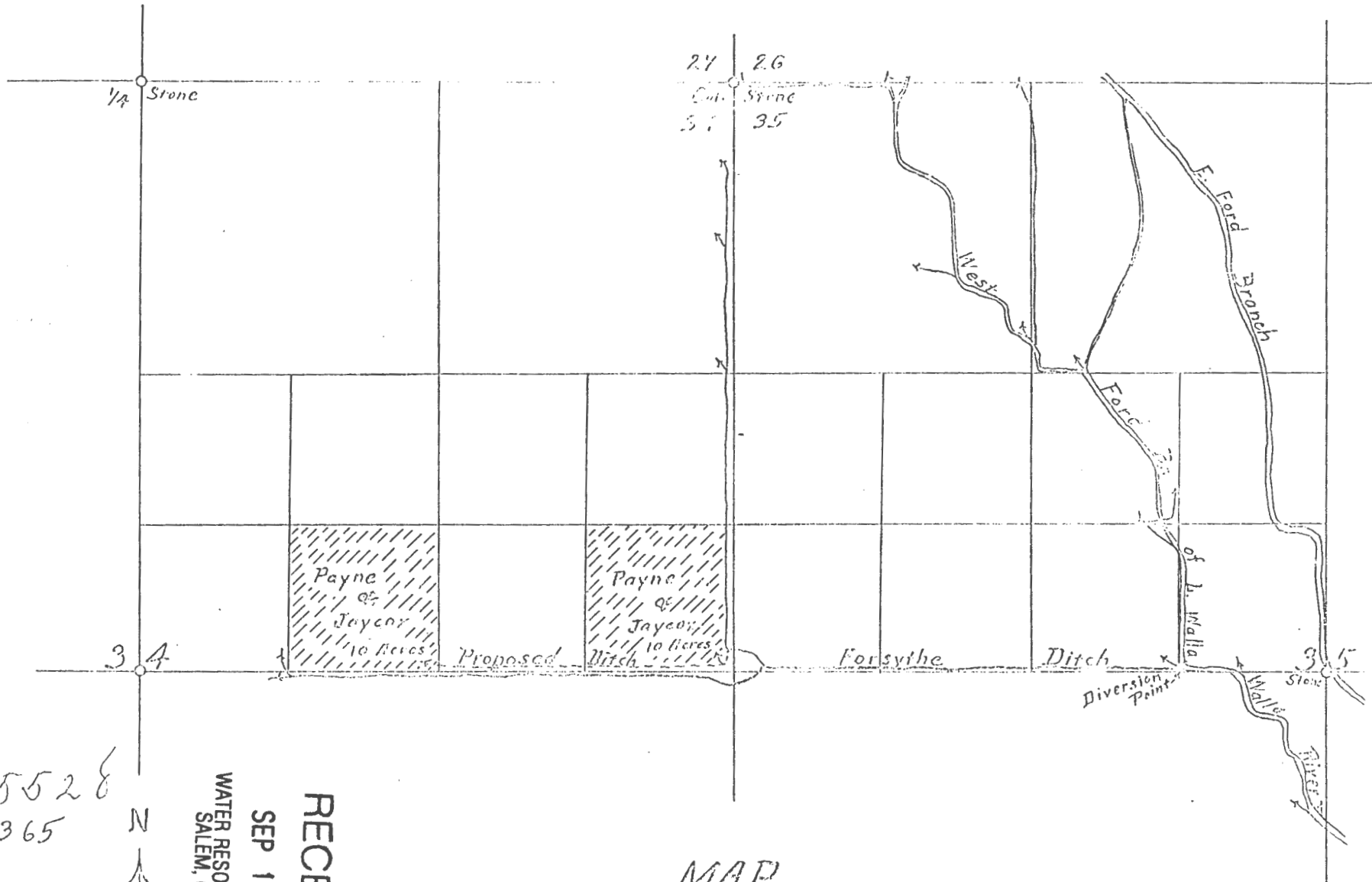
WATER RESOURCES DEPT. SALEM, OREGON

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described and is subject to the existing minimum flow policies established by the Water Policy Review Board.

WITNESS the signature of the Water Resources Director, affixed

this date. September 22, 1980.

James E. Seaman Water Resources Director



5528
3365



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WATER RESOURCES DEPT.
SALEM, OREGON

MAP
For
Water Application to Payne & Jaycox
For Land In
Sec. 34, Tp. 6 N. R. 35 E. W. M.
Scale 1"=660' April, 1917.

5365
L & L N

R 113 PAGE 266

Lot 1700

BARGAIN AND SALE DEED

P-34668

101428

Earl Brown & Sons Owner

THE BANK OF COMMERCE, an Oregon banking corporation, conveys to

EARL E. BROWN & SONS, INC. an Oregon corporation, all that real property situated in Umatilla County, State of Oregon, described on the attached Exhibit "A", which by reference is made a part hereof.

The purpose of this deed is to release to the grantee herein all of the grantor's interest in the above described property that was transferred to the grantor herein by reason of that certain Assignment dated August 11, 1982 and recorded in R94 at Page 421 of Deeds on August 12, 1982, Umatilla County, Oregon.

RECEIVED

SEP 17 2001

DATED this 2nd day of May, 1984.

WATER RESOURCES DEPT. SALEM, OREGON



BANK OF COMMERCE, an Oregon Banking corporation

By [Signature] President
By [Signature] Vice President & Cashier

STATE OF OREGON)
 : ss.
County of Umatilla)
May 2nd, 1984.

Personally appeared R. L. TOMLINSON and MERL ODMAN, who, being duly sworn, did say that they are the President and Vice President & Cashier of the Bank of Commerce, an Oregon banking corporation, and that the seal affixed hereto is its seal and that this document was voluntarily signed and sealed in behalf of the corporation by authority of its Board of Directors. Before me:



[Signature]
Notary Public for Oregon
My Commission Expires: 4/24/85

SE - NE Sec 34

LOT 1700 & 1600

113 500

R 113 267

EXHIBIT "A"

TRACT I:

Beginning at a point 40 rods North of the Southwest corner of the Southeast quarter of the Northeast quarter of Section 34, Township 6 North, Range 35, running thence East 17 and 7/9 rods; thence North 36 rods; thence West 17 and 7/9 rods; thence South 36 rods to the place of beginning.

Also, beginning at a point 40 rods North of the Southeast corner of the Northeast Quarter of Section 34, Township 6 North, Range 35, running thence North along the East line of said Section 34, a distance of 36 rods, to a point 4 rods South of the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 34; thence West at right angles a distance of 62.23 rods, more or less, to the Northeast corner of that tract of land conveyed to Frank A. Hooker, et ux, by Deed recorded December 30, 1957, in Book 246, page 428, of the Deed Records of Umatilla County, Oregon, said point also being South 4 rods from the North line of the Southeast Quarter of the Northeast Quarter of said Section 34; thence South along the East line of the said Hooker Tract a distance of 36 rods; thence East at right angles a distance of 62.23 rods, more or less, to the point of beginning;

ALSO, the South 33 feet of the North 66 feet of the North Half of the Southeast Quarter of the Northeast Quarter of Section 34, Township 6 North, Range 35;

All being East of the Willamette Meridian, in the County of Umatilla and State of Oregon;

EXCEPTING any and all water rights of way ditches, and roads.

TRACT II:

The Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 34, Township 6 North, Range 35, E. W. M., reserving a strip of land 15 feet wide along the South side thereof for road and ditch purposes, and reserving a right of way not exceeding 4 feet in width along the East side thereof for an irrigation ditch;

All being East of the Willamette Meridian, in the County of Umatilla and State of Oregon;

EXCEPTING any and all roads.

Including approximately 1,220 feet of buried 4 inch transit mainline with 17 risers.

RECEIVED

SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

WARRANTY DEED

D-33268

FRANK A. HOOKER and RACHEL HOOKER, husband and wife, grantors, convey and warrant to EARL E. BROWN & SONS, INC., an Oregon Corporation, Grantees, all that real property situated in Umatilla County, Oregon described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

Also the covenant that grantors are the owners of the above described property free of all encumbrances and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$130,500.

The foregoing recital of consideration is true as I believe.

DATED: November 22, 1977.

Frank A. Hooker

Rachel Hooker

STATE OF OREGON)
)ss
County of Umatilla)

Personally appeared the above named FRANK A. HOOKER and RACHEL HOOKER, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Milo W. Pope
Notary Public for Oregon
My Commission Expires: 11-30-79

Earl E. Brown & Sons, Inc.
Rt. 2 Box 348, Milton-Freewater, Oregon 97862



RECEIVED
SEP 17 2001
WATER RESOURCES DEPT.
SALEM, OREGON

RECEIVED

SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGONTRACT I:

Beginning at a point 40 rods North of the Southwest corner of the Southeast Quarter of the Northeast Quarter of Section 34, Township 6 North, Range 35, running thence East 17 and 7/9 rods; thence North 36 rods; thence West 17 and 7/9 rods; thence South 36 rods to the place of beginning;

ALSO, beginning at a point 40 rods North of the Southeast Corner of the Northeast Quarter of Section 34, Township 6 North, Range 35; running thence North along the East line of said Section 34, a distance of 36 rods, to a point 4 rods South of the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 34; thence West at right angles a distance of 62.23 rods, more or less, to the Northeast corner of that tract of land conveyed to Frank A. Hooker, et ux, by Deed recorded December 30, 1957, in Book 246, page 428, of the Deed Records of Umatilla County, Oregon, said point also being South 4 rods from the North line of the Southeast Quarter of the Northeast Quarter of said Section 34; thence South along the East line of the said Hooker Tract a distance of 36 rods; thence East at right angles a distance of 62.23 rods, more or less, to the point of beginning;

ALSO, the South 33 feet of the North 66 feet of the North Half of the Southeast Quarter of the Northeast Quarter of Section 34, Township 6 North, Range 35;

All being East of the Willamette Meridian, in the County of Umatilla and State of Oregon;

EXCEPTING any and all water rights of way ditches, and roads.

TRACT II:

The Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 34, Township 6 North, Range 35, E.W.M., reserving a strip of land 15 feet wide along the South side thereof for road and ditch purposes, and reserving a right of way not exceeding 4 feet in width along the East side thereof for an irrigation ditch;

All being East of the Willamette Meridian, in the County of Umatilla and State of Oregon;

EXCEPTING any and all roads.-----

including approximately 1,220 feet of buried 4 inch transite mainline with 17 risers.

Abstract of Ground Water Registration

Registration No. **GR-2329**

Certificate No. **GR-2215**

Name **P. A. Feigner**
 Address **Route 2, Box 347**
Milton-Freewater, Oregon

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WATER RESOURCES DEPT.
 SALEM, OREGON

Source of water supply **Pump well**

Use **Irrigation**

Point of diversion **10' N. and 95' W. from SE corner of SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 34,**
being within SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 34, T. 6 N., R. 35 E., W.M.
in the county of Umatilla.

Number of acres
10

DESCRIPTION OF LAND TO BE IRRIGATED OR PLACE OF USE

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$			
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$
6 N	35 E	34				10												

Priority date **February 1, 1907**

Amount of water **claimed 300 g.p.m.**

Time limit to completely apply water **completed** extended to _____ extended to _____

Remarks: **State Engineer's Permit (1917). For spring water.**

Rj/w

Littleton, CO, Umatilla Co, OR

Basin 7, Vol. 1

R 113 PAGE

266

Lot 1700

BARGAIN AND SALE DEED

P-34668

101428

Earl Brown & Sons, Inc.

THE BANK OF COMMERCE, an Oregon banking corporation, conveys to

EARL E. BROWN & SONS, INC. an Oregon corporation, all that real property situated in Umatilla County, State of Oregon, described on the attached Exhibit "A", which by reference is made a part hereof.

The purpose of this deed is to release to the grantee herein all of the grantor's interest in the above described property that was transferred to the grantor herein by reason of that certain Assignment dated August 11, 1982 and recorded in R94 at Page 421 of Deeds on August 12, 1982, Umatilla County, Oregon.

DATED this 2nd day of May, 1984.



BANK OF COMMERCE, an Oregon Banking corporation

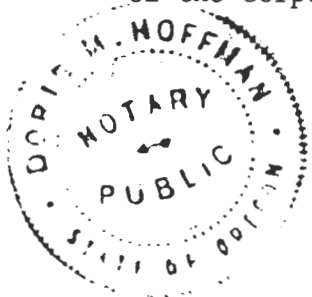
By [Signature] President

By [Signature] Vice President & Cashier

STATE OF OREGON)
 : ss.
County of Umatilla)
May 2nd, 1984.

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SEP 17 2001
WATER RESOURCES DEPT.
SALEM, OREGON

Personally appeared R. L. TOMLINSON and MERL ODMAN, who, being duly sworn, did say that they are the President and Vice President & Cashier of the Bank of Commerce, an Oregon banking corporation, and that the seal affixed hereto is its seal and that this document was voluntarily signed and sealed in behalf of the corporation by authority of its Board of Directors. Before me:



[Signature]
Notary Public for Oregon
My Commission Expires: 4/24/85

SE. NE Sec 34

Lot 1700 & 1600

TRACT I:

Beginning at a point 40 rods North of the Southwest corner of the Southeast quarter of the Northeast quarter of Section 34, Township 6 North, Range 35, running thence East 17 and 7/9 rods; thence North 36 rods; thence West 17 and 7/9 rods; thence South 36 rods to the place of beginning.

ALSO, beginning at a point 40 rods North of the Southeast corner of the Northeast Quarter of Section 34, Township 6 North, Range 35, running thence North along the East line of said Section 34, a distance of 36 rods, to a point 4 rods South of the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 34; thence West at right angles a distance of 62.23 rods, more or less, to the Northeast corner of that tract of land conveyed to Frank A. Hooker, et ux, by Deed recorded December 30, 1957, in Book 246, page 428, of the Deed Records of Umatilla County, Oregon, said point also being South 4 rods from the North line of the Southeast Quarter of the Northeast Quarter of said Section 34; thence South along the East line of the said Hooker Tract a distance of 36 rods; thence East at right angles a distance of 62.23 rods, more or less, to the point of beginning;

ALSO, the South 33 feet of the North 66 feet of the North Half of the Southeast Quarter of the Northeast Quarter of Section 34, Township 6 North, Range 35;

All being East of the Willamette Meridian, in the County of Umatilla and State of Oregon;

EXCEPTING any and all water rights of way ditches, and roads.

TRACT II:

The Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 34, Township 6 North, Range 35, E. W. M., reserving a strip of land 15 feet wide along the South side thereof for road and ditch purposes, and reserving a right of way not exceeding 4 feet in width along the East side thereof for an irrigation ditch;

All being East of the Willamette Meridian, in the County of Umatilla and State of Oregon;

EXCEPTING any and all roads.

Including approximately 1,220 feet of buried 4 inch transit mainline with 17 risers.

WARRANTY DEED

P-33668

FRANK A. HOOKER and RACHEL HOOKER, husband and wife, grantors, convey and warrant to EARL E. BROWN & SONS, INC., an Oregon Corporation, Grantees, all that real property situated in Umatilla County, Oregon described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

and covenant that grantors are the owners of the above described property free of all encumbrances and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$130,500.

The foregoing recital of consideration is true as I believe.

DATED: November 22, 1977.

Frank A. Hooker

Frank A. Hooker

Rachel Hooker

Rachel Hooker

STATE OF OREGON)
) ss
County of Umatilla)

Personally appeared the above named FRANK A. HOOKER and RACHEL HOOKER, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Milo W. Pope

Notary Public for Oregon

My Commission Expires: 11-30-79



statements: Earl E. Brown & Sons, Inc.
Rt. 2 Box 343, Milton-Freewater, Oregon 97862

RECEIVED

SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

RECEIVED

SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGONTRACT I:

Beginning at a point 40 rods North of the Southwest corner of the Southeast Quarter of the Northeast Quarter of Section 34, Township 6 North, Range 35, running thence East 17 and 7/9 rods; thence North 36 rods; thence West 17 and 7/9 rods; thence South 36 rods to the place of beginning;

ALSO, beginning at a point 40 rods North of the Southeast Corner of the Northeast Quarter of Section 34, Township 6 North, Range 35; running thence North along the East line of said Section 34, a distance of 36 rods, to a point 4 rods South of the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 34; thence West at right angles a distance of 62.23 rods, more or less, to the Northeast corner of that tract of land conveyed to Frank A. Hooker, et ux, by Deed recorded December 30, 1957, in Book 246, page 428, of the Deed Records of Umatilla County, Oregon, said point also being South 4 rods from the North line of the Southeast Quarter of the Northeast Quarter of said Section 34; thence South along the East line of the said Hooker Tract a distance of 36 rods; thence East at right angles a distance of 62.23 rods, more or less, to the point of beginning;

ALSO, the South 33 feet of the North 66 feet of the North Half of the Southeast Quarter of the Northeast Quarter of Section 34, Township 6 North, Range 35;

All being East of the Willamette Meridian, in the County of Umatilla and State of Oregon;

EXCEPTING any and all water rights of way ditches, and roads.

TRACT II:

The Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 34, Township 6 North, Range 35, E.W.M., reserving a strip of land 15 feet wide along the South side thereof for road and ditch purposes, and reserving a right of way not exceeding 4 feet in width along the East side thereof for an irrigation ditch;

All being East of the Willamette Meridian, in the County of Umatilla and State of Oregon;

EXCEPTING any and all roads.-----

including approximately 1,220 feet of buried 4 inch transite mainline with 17 risers.

EXHIBIT "A"

12564 Davis, Goh
Brooks, W. B.
750 E. 90th St.,
Los Angeles, Cal.
(Proof #75)

1908

8

Irrigation Unnamed

Crockett Branch of Little Walls Walls River. 8 acres in SW 1/4 Section 28, T. 6 N., R. 35 E., W. 4., being within the following described tract: Beginning at a point 86-1/8 rods west of the

southeast corner of the NE 1/4 of Sec. 28, T. 6 N., R. 35 E., W. 4., running thence west 55-1/8 rods along the south line of said one-quarter section; thence north 40 rods; thence east 35-1/8 rods; thence south 40 rods to the place of beginning, containing 8-1/8 acres more or less.

(NOTE: See Findings, Paragraph 88, Page 80.)

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WATER RESOURCES DEPT.
SALEM, OREGON

12565 Frank Hooker
Brunner, Henry
R. #2,
Freewater, Ore.
(Proof No. 649)
(Successor in interest to Henry Priester)

1890

~~Irrigation~~
or
Forsythe-
Lydell

4 acres in SE 1/4 Section 34, T. 6 N., R. 35 E., W. 4., being within the following described tract:

Beginning at a point 40 rods north of the southwest corner of the SE 1/4 of Sec. 34, T. 6 N., R. 35 E., W. 4., running thence east 17-7/8 rods; thence north 58 rods; thence west 17-7/8 rods; thence south 58 rods to the place of beginning, containing 4 acres, more or less.

(NOTE: This right to the use of water is limited to one inch to the acre. See Findings, Paragraph 120, Page 87.)

12566
Bryde, Lydia Ellen
Walla Walla, Wn.
(Proof #78)

(NOTE: Rights acquired under State Engineer's Permit No. 4092, Certificate No. 2889.)

1/2 NE-NE SEC. 34 6 NRS (Mrs. James Boyd)
Prior. 1919 0.05 S.R (N.W. Misc)

12567 Paul Rod Feavne J S A.
Campbell, R. J.
Freewater, Ore.
(Proof #31)

1885

9.8

Irrigation

Campbell
ditches
Little
Walla
Walla
River.

9.8 acres in the NW 1/4 of the SE 1/4, Section 38, T. 6 N., R. 35 E., W. 4.

12568
Cannon, G. A. & Rose
Lee Cannon,
Freewater, Ore.
(Proof #82)

1881

5.05

Irrigation

Fowell
Ditch &
Johnson
Pipe line.
West
Branch
Little
Walla
Walla R.

5.05 acres in SW 1/4 Section 38, T. 6 N., R. 35 E., W. 4.

1800
1801
1805

12685
Fredericks, J. L. - 1887
Freewater, Ore.
(Proof #251)

0.24 Irrigation Perkins

Walla
Walla
River

0.24 acre in ~~SW~~ Section 2,
T. 5 N., R. 55 E., W. N.,
being within Lots 4, 5,
6 and 7,
Block 51,
of original town of
Freewater, Ore.

12686. Stone
(Proof #252) - 1891

2.75 Irrigation Unnamed

Ford Br.
of Little
Walla
Walla
River.

2.75 acres in the E $\frac{1}{2}$ of
SW $\frac{1}{4}$ of SW $\frac{1}{4}$,
Section 26,
T. 6 N., R. 55 E., W. N.

(NOTE: See Findings, Paragraph 24, Page 52.)

X Writaler, Phillip,
Freewater, Ore.
(Proof #253)

(NOTE: Rights acquired under State Engineer's Enlargement
Permit No. 8, Certificate No. 957.)

J. A. Bradley (W.W. Misc)
1909 2.67 213 ac.

S.P. Branch sec: 13 L.N.R. 35

~~12687~~ Hooker From
From, Mrs. Laura
Athens, Ore.
(Proof #254)

7.2 Irrigation Forsythe
2.3

West Br.
of Ford
Br. of
Little
Walla
Walla
River

2.3 acres in SE $\frac{1}{4}$ of
Section 34,
T. 6 N., R. 55 E., W. N.,
being within the follow-
ing described tracts
Beginning at a point
40 rods north of the
southeast corner of the

E $\frac{1}{2}$ of Sec. 34, T. 6 N., R. 55 E., W. N., running thence north along the section line
58 rods; thence west 62.25 rods, more or less; thence south 56 rods; thence east
62 & 2/3 rods more or less to the place of beginning.

(NOTE: Rights also acquired under State Engineer's Permit No. 5605,
Certificate No. 5089.)

J. E. From 1922 - 0.075 6.0 ac.

N $\frac{1}{2}$ 7 SE-NE. sec. 34

12688.
Fulton, O. B. - 1898
Freewater, Ore.
(Proof #256)

0.28 Irrigation Perkins

Little
Walla
Walla
River

0.28 acre in NE $\frac{1}{4}$ of
Section 2,
T. 5 N., R. 55 E., W. N.,
being Lots 11 and 12,
Block 75,
Town of Freewater,
Wasilla County, Oregon.

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Abstract of Permit No. 5603

Application No. 8618

Certificate No. 5089

Name **J. E. Froom,**

Address **Athens, Oregon.**

Source of water supply **Little Walla Walla River, a tributary of Walla Walla River.**

Use **Irrigation.**

Point of diversion **SE cor. SW SE NW Sec. 35, T. 6 N., R. 35 E.W.M.
Being within the SE NW of Sec. 35, T. 6 N., R. 35 E.W.M.**

Number of acres
6

DESCRIPTION OF LAND TO BE IRRIGATED OR PLACE OF USE

Twp.	Range	Sec.	NE ¼				NW ¼				SW ¼				SE ¼			
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼
6 N	35 E	34				1/2												
						6												

Priority date **September 5, 1922.**

Amount of water **0.075 cfs.**

Time limit to begin construction

Time limit to complete construction extended to extended to

Time limit to completely apply water extended to extended to

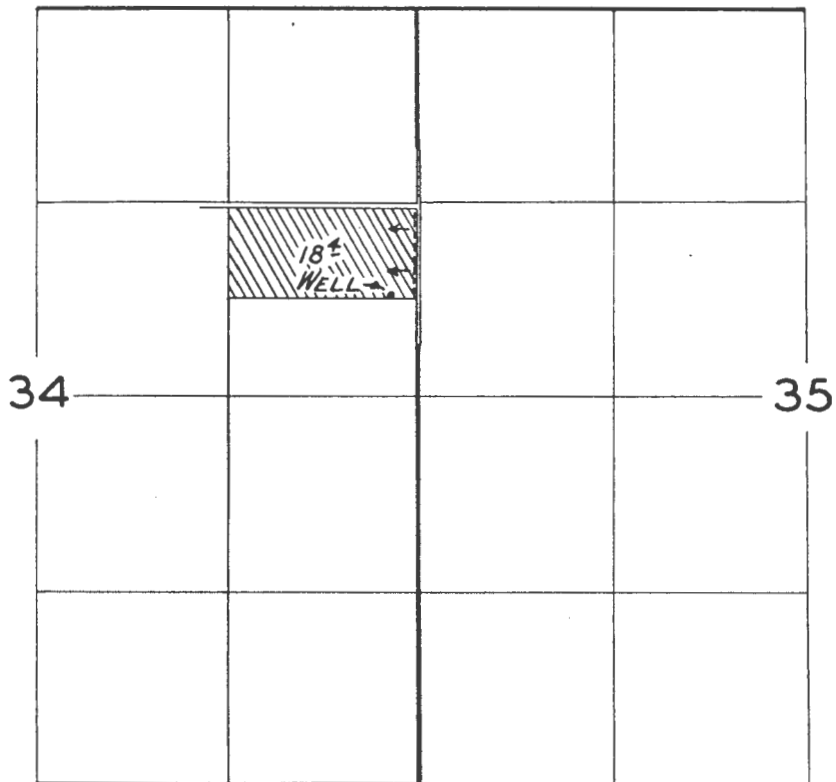
Remarks:

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SALEM, OREGON

T.6N.R.35E.W.M.



FINAL PROOF SURVEY
UNDER

Application No. G 1408 Permit No. G 1282
IN NAME OF

FRANK HOOKER

Surveyed *JULY 12 19 60* by *M. BISH*

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WATER RESOURCES DEPT.
SALEM, OREGON

Lot 1700

Tx 1700

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Abstract of Permit No. G-1282 -

Application No. G-1408

Certificate No. 20607 -

Name Frank Hooker
Address Route 2, Box 349
Milton-Freewater, Oregon
Source of water supply A well, a trib. of Little Walla Walla River

Use Supplemental irrigation

Point of diversion Well: 690' N. and 192' W. from the E. cor. Sec. 34,
being within the S. 1/2 NE 1/4 Sec. 34, T. 6 N., R. 35 E.,
N.M., in the county of Umatilla.

Number of acres 18.4

Location?

DESCRIPTION OF LAND TO BE IRRIGATED OR PLACE OF USE

Twp.	Range	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
6N	35E	34				N 1/2 18.4													

Priority date March 5, 1959
Amount of water 0.23 c.f.s., measured at the point of diversion
Time limit to begin construction April 15, 1960
Time limit to complete construction 10/1/60 extended to
Time limit to completely apply water 10/1/61 extended to

This says N 1/2 SE 1/4
18.4 ac (Dws is different)

103 GPM

Remarks: This appropriation shall be limited to 1/80th of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 4 1/2 acre feet per acre for each acre irrigated during the irrigation season of each year, and shall conform to such reasonable rotation system as may be ordered by the proper state officer.

Note

7. 190.

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Abstract of Ground Water Registration

WATER RESOURCES DEPT.
SALEM, OREGON

Registration No. GR-2938

Certificate No. GR-2222

Name Frank A. Hooker
Address Route 2, Box 349
Wilton-Freewater, Oregon

Source of water supply Pump Well

Use Irrigation

Point of diversion 695' N. and 160' W. of the SE corner, being within the
NE 1/4 of the SW 1/4 NE 1/4 of Section 34, T. 6 N., R. 35 E., W.M.,
in the county of Umatilla.

Number of acres 15.0

DESCRIPTION OF LAND TO BE IRRIGATED OR PLACE OF USE

Twp.	Range	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4			
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4
6N	35E	34				15												

Priority date 1906

Water well
0.26 cfs

Amount of water claimed 120 g.p.m.

Time limit to completely apply water completed extended to extended to

Remarks: 8 acre permanent right on Little Walla Walla River on 15 acre tract -
Lower 4 acre tract covered by permanent right 1 1/2" per acre.

Does NOT
NO longer exist

my fees

nj

Little Walla Walla River

Basin 7 Vol. 1

STATE OF OREGON

COUNTY OF UMATILLA

CERTIFICATE OF WATER RIGHT

This Is to Certify, That FRANK HOOKER

of Route 2, Box 349 Milton-Freewater, State of Oregon, has made proof to the satisfaction of the STATE ENGINEER of Oregon, of a right to the use of the waters of a well

a tributary of Little Walla Walla River for the purpose of supplemental irrigation of 18.4 acres

under Permit No. G-1282 of the State Engineer, and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from March 5, 1959

that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.23 cubic foot per second,

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 34, T. 6 N., R. 35 E., W.M. Well: 690 ft. N. and 192 ft. W. from E $\frac{1}{2}$ corner Section 34.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-eightieth of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed $\frac{1}{2}$ acre feet per acre for each acre irrigated during the irrigation season of each year,

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

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

18.4 acres N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 34
T. 6 N., R. 35 E., W.M.

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WATER RESOURCES DEPT.
SALEM, OREGON

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

WITNESS the signature of the State Engineer, affixed

this date. APRIL 28 1961

Lewis A. Stanley

State Engineer

Recorded in State Record of Water Right Certificates, Volume 20, page 28607

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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WATER RESOURCES DEPT.
SALEM, OREGON

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a) (iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable.

If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

*Sub 1000
Lot 600*

POLICY OF TITLE INSURANCE

38 0283 106 00001275

CHICAGO TITLE INSURANCE COMPANY OF OREGON

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY OF OREGON, an Oregon corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

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**WATER RESOURCES DEPT.
SALEM, OREGON**

CHICAGO TITLE INSURANCE COMPANY OF OREGON

Issued by:
AMERITITLE, INC.
P.O. BOX 1475
112 SE COURT
PENDLETON, OR 97801
(541) 276-2010

By:

Bradley J. London
President



By:

Thomas J. Adams
Secretary

[Signature]
Authorized Signature

ALTA OWNER'S POLICY (10-17-92)

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5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the

amount of insurance at Date of Policy bears to the amount of insurance at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

WATER RESOURCES DEPT.
SALEM, OREGON

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at:

Chicago Title Insurance Company of Oregon
Claims Department
P.O. Box 218
Portland, Oregon 97207

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WATER RESOURCES DEPT.
SALEM, OREGON

TransType: SI.Ind: Inf.End.: Code: Code: Code: Code: ReIssue Amount:
X
\$65,000.00
File #: Policy #: Date of Policy: Amt of Ins: Premium
37194M 38 0283 106 00001275 May 4, 1999 \$74,554.80 \$306.00

SCHEDULE A

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WATER RESOURCES DEPT.
SALEM, OREGON

DATE OF POLICY: May 4, 1999
at 11:16 a.m.

POLICY NO.: 38 0283 106 00001275
ORDER NO.: 37194M

AMOUNT OF INSURANCE: \$74,554.80

PREMIUM: \$306.00

1. NAME OF INSURED:

EARL E. BROWN & SONS, INC., an Oregon corporation

2. THE ESTATE OR INTEREST IN THE LAND WHICH IS COVERED BY THIS POLICY IS:

FEE SIMPLE

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS VESTED IN:

EARL E. BROWN & SONS, INC., an Oregon corporation

4. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

SEE ATTACHED LEGAL DESCRIPTION

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WATER RESOURCES DEPT.
SALEM, OREGON

VED

2001

WATER RESOURCES DEPT.
SALEM, OREGON

SCHEDULE B

Policy No.: 38 0283 106 00001275
File No. 37194M

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

GENERAL EXCEPTIONS:

1. a) Taxes or Assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
b) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. a) Easements, liens, encumbrances, interest, or claims thereof which are not shown by the public records.
b) Any facts, rights, interests, easements or claims which are not shown by the public records but which could be as ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
4. a) Unpatented mining claims; b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

SPECIAL EXCEPTIONS:

1. The assessment roll and the tax roll disclose that the within described premises were specially assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax, interest and penalties thereon may be levied for the years in which the land was subject to the special land use assessment.
2. These premises are within the boundaries of the Walla Walla River Irrigation District, and are subject to the levies, assessments and easements thereof, if any (Affects Tract I).
3. Agreement regarding Bridge, including the terms and provisions thereof, between the Pleasant View Irrigation Co., a corporation, and Bill D. Sturgeon and Amy Sturgeon, husband and wife, recorded February 21, 1957 in Book 240, Page 292, Umatilla County Deed Records (Affects Tract II, Lot 4 only).
4. Agreement, including the terms and provisions thereof, between Pleasant View Irrigation Company, a corporation, and Maude Price McKenzie and C. Jan McKenzie, her husband, recorded February 21, 1957 in Book 240, Page 295, Umatilla County Deed Records (Affects Tract II, Lot 4 only).

5. Deed of Trust, including the terms and provisions thereof, executed by Earl E. Brown and Sons, Inc., as grantor, to AmeriTitle as trustee for Bank of Commerce, Beneficiary, Dated April 27, 1999, Recorded May 4, 1999, in Reel 350, Page 368, Umatilla County Microfilm Records, given to secure the payment of \$78,561.47.

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WATER RESOURCES DEPT.
SALEM, OREGON

6N 35 34 C 600 7-14
Serial No. 129733

6N 35 34 D 500 7-8
Serial No. 135061

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WATER RESOURCES DEPT.
SALEM, OREGON

Legal Description
File No. 37194

PARCEL I:

TRACT I:

That portion of the West Half of the Northwest Quarter of the Southeast Quarter of Section 34, Township 6 North, Range 35, described as follows:

Commencing at the Northwest corner of the Southeast Quarter of Section 34, Township 6 North, Range 35; running thence South 1325.4 feet; thence East 665.4 feet; thence North 1326.15 feet; thence West 664.8 feet to the place of beginning;

EXCEPTING THEREFROM the following tract of land, to wit:

Commencing at the Northwest corner of the Southeast Quarter of Section 34, Township 6 North, Range 35; running thence South 665.23 feet; thence at right angles East 332.4 feet; thence at right angles South 131.05 feet; thence at right angles East 332.4 feet to the East line of that tract of land conveyed to C.W. Rasmussen and Marieta L. Rasmussen, husband and wife, by Deed recorded in Book 177, Page 311, Umatilla County Deed Records; thence North along the East line of said Rasmussen tract a distance of 796.28 feet to the Northeast corner thereof; thence West 664.8 feet to the place of beginning;

All being East of the Willamette Meridian, in the County of Umatilla and State of Oregon;

N/E
EXCEPTING the North 15 feet thereof for road purposes, and also excepting any and all water rights of way;

TRACT II:

Beginning at the Northwest corner of the Southeast Quarter of Section 34, Township 6 North, Range 35; thence South along the West line of said Southeast Quarter, 665.23 feet; thence East at right angles 20 feet; thence North and parallel with the West line of said Southeast Quarter 665.23 feet to the North line of said Southeast Quarter; thence West along said North line 20 feet to the point of beginning;

EXCEPTING the North 15 feet thereof for road purposes;

All being East of the Willamette Meridian, in the County of Umatilla and State of Oregon;

ALSO Excepting any and all water rights of way.

PARCEL II:

W
North 454.2 feet of Lots 4, 5, and 6, VERT'S PLEASANT VIEW ADDITION, located in the Southwest Quarter of Section 34, Township 6 North, Range 35, E. W. M., Umatilla County, Oregon.

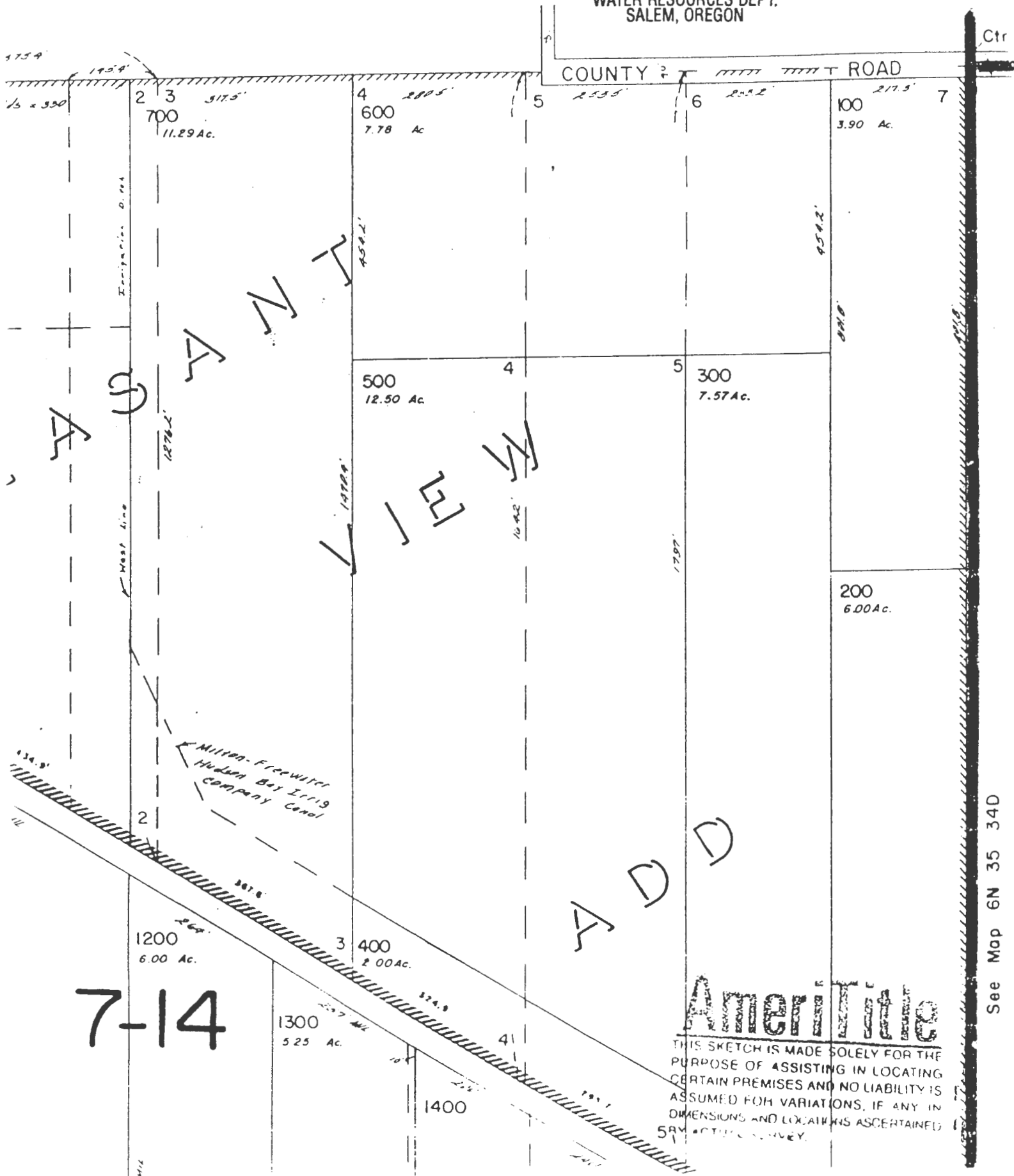
RECEIVED

SEP 17 2001

Aerial Phot

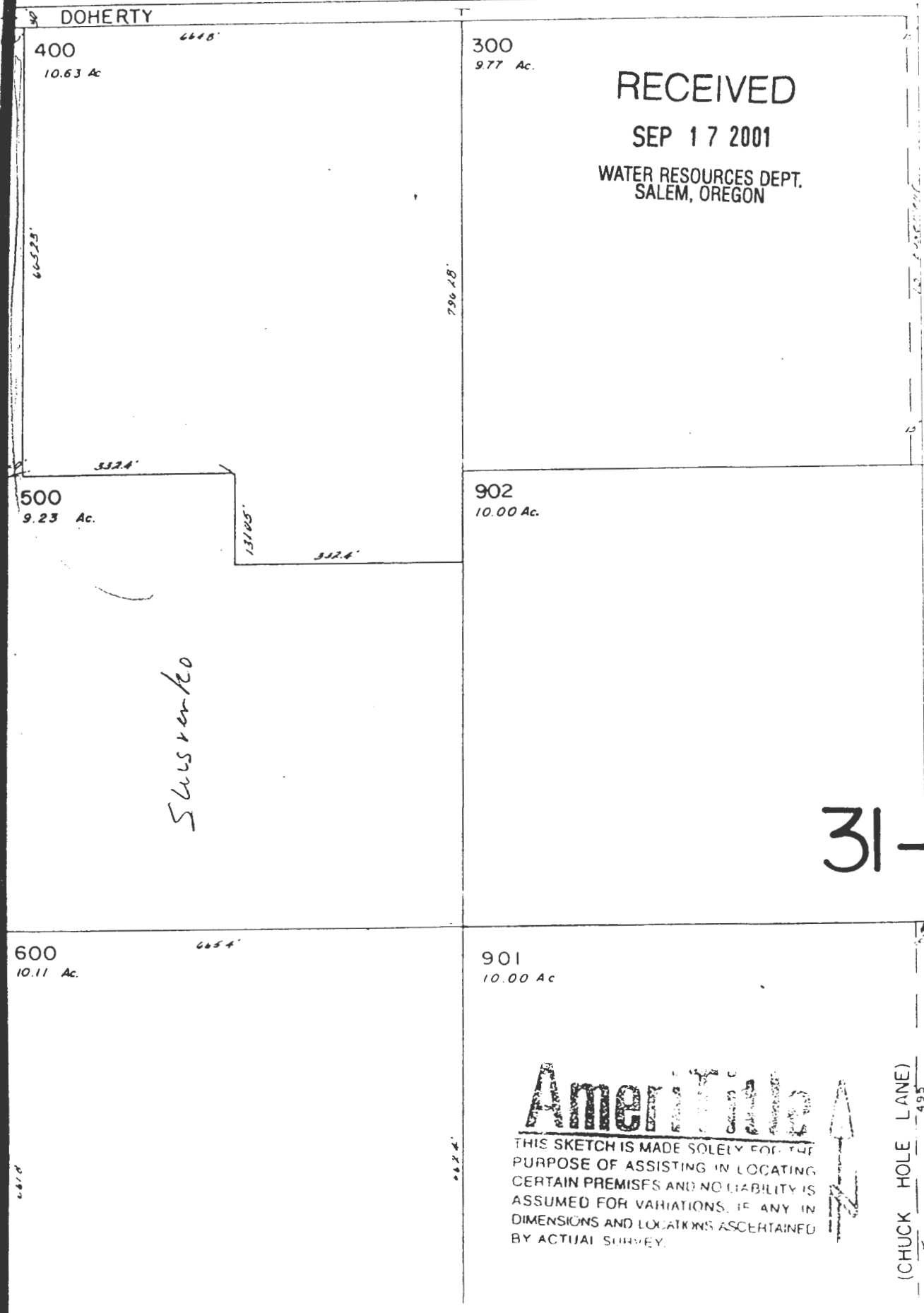
WATER RESOURCES DEPT.
SALEM, OREGON

See Map 6N 35 34B



Ctr. Sec.

See Map 6N 35 34C



DOHERTY

400
10.63 Ac

300
9.77 Ac

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SEP 17 2001
WATER RESOURCES DEPT.
SALEM, OREGON

500
9.23 Ac

902
10.00 Ac

600
10.11 Ac

901
10.00 Ac

31-

SUSSEX

Amerititle

THIS SKETCH IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING CERTAIN PREMISES AND NO LIABILITY IS ASSUMED FOR VARIATIONS, IF ANY, IN DIMENSIONS AND LOCATIONS ASCERTAINED BY ACTUAL SURVEY.



(CHUCK HOLE LANE)

1210
50401

Permit A-3-2M-3/77

SP-33897-000

also see V 32 17 566
Scout - transfer to H.B

STATE OF OREGON

COUNTY OF

UMATILLA

CERTIFICATE OF WATER RIGHT

issued to correct P.O.D.

This Is to Certify, That

PLEASANT VIEW IRRIGATION COMPANY

of Milton-Freewater, State of Oregon 97862, has made proof to the satisfaction of the Water Resources Director, of a right to the use of the waters of Little Walla Walla River

a tributary of Walla Walla River
irrigation of 607.68 acres

for the purpose of

under Permit No. 1216 and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from March 25, 1912

that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 7.60 cubic feet per second

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the SE 1/4 SE 1/4, Section 35, T6N, R35E, WM; 5 feet North and 1,100 feet West from SE Corner, Section 35.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-eightieth of one cubic foot per second per acre,

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

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

SEE NEXT PAGE

Book 7 Vol 2 Little Walla Walla River

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SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

STATE OF OREGON

COUNTY OF UMATILLA

CERTIFICATE OF WATER RIGHT

This Is to Certify, That PLEASANT VIEW IRRIGATION COMPANY

of Milton Freewater, State of Oregon 97862, has made proof to the satisfaction of the Water Resources Director, of a right to the use of the waters of Little Walla Walla River

a tributary of Walla Walla River for the purpose of irrigation of 655.68 acres

under Permit No. 1216 and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from March 25, 1912

that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 8.20 cubic feet per second

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the NE 1/4 NE 1/4, Section 2, T. 5 N., R. 35 E., W.M.; 5 feet North and 1100 feet West from the SE Corner, Section 35, T. 6 N., R. 35 E., W.M.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to of one cubic foot per second per acre,

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

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

SEE NEXT PAGE

7 Vol 2
LITTLE WALLA WALLA R

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SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

1216
50401
page two

2.43 acres NE 1/4 NW 1/4 ✓
Section 3
Township 5 North, Range 35 East, WM

10.00 acres NW 1/4 NW 1/4
40.00 acres SW 1/4 NW 1/4
40.00 acres NW 1/4 SW 1/4
20.00 acres SW 1/4 SW 1/4
Section 27

40.00 acres SE 1/4 SW 1/4 ✓
30.00 acres SW 1/4 SE 1/4 ✓
Section 28

see Vol 38 p 56

35.00 acres NW 1/4 NW 1/4
40.00 acres SW 1/4 NW 1/4
40.00 acres NW 1/4 SW 1/4
38.00 acres NE 1/4 NW 1/4
20.00 acres NW 1/4 NE 1/4
40.00 acres NE 1/4 NE 1/4 ✓
6.00 acres SW 1/4 NE 1/4
22.50 acres NE 1/4 SW 1/4
13.00 acres NW 1/4 SE 1/4
Section 33

14.20 acres NE 1/4 NW 1/4 ✓
10.00 acres SE 1/4 NW 1/4 ✓
20.00 acres S 1/2 NW 1/4 SE 1/4 ✓
10.00 acres NE 1/4 NW 1/4 SE 1/4 ✓
10.00 acres SW 1/4 SE 1/4 ✓
25.25 acres NE 1/4 SW 1/4 ✓
38.00 acres NW 1/4 SW 1/4 ✓
12.50 acres SW 1/4 SW 1/4 ✓
30.80 acres SE 1/4 SW 1/4 ✓
Section 34

see Vol 38 p 56

Township 6 North, Range 35 East, WM

This certificate describes that portion of the water right confirmed by the prior certificate recorded at page 48989, Volume 42, State Record of Water Right Certificates, NOT canceled by the provisions of an order of the Water Resources Director entered on March 18, 1980 and is issued to correctly describe the location of the point of diversion.

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

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SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described, and is subject to the existing minimum flow policies established by the Water Policy Review Board.

WITNESS the signature of the Water Resources Director, affixed

this date. December 3, 1981

James E. Seaman
Water Resources Director

Recorded in State Record of Water Right Certificates, Volume 44 , page 50401

1216-7 4297

PRESENT VIEW

2.43 acres NE $\frac{1}{4}$ NW $\frac{1}{4}$
Section 3
T. 5 N., R. 35 E., W.M.

10.00 acres NW $\frac{1}{4}$ NW $\frac{1}{4}$
40.00 acres SW $\frac{1}{4}$ NW $\frac{1}{4}$
40.00 acres NW $\frac{1}{4}$ SW $\frac{1}{4}$
20.00 acres SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 27

28.00 acres NW $\frac{1}{4}$ SW $\frac{1}{4}$
20.00 acres SW $\frac{1}{4}$ SW $\frac{1}{4}$
40.00 acres SE $\frac{1}{4}$ SW $\frac{1}{4}$
30.00 acres SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 28

35.00 acres NW $\frac{1}{4}$ NW $\frac{1}{4}$
40.00 acres SW $\frac{1}{4}$ NW $\frac{1}{4}$
40.00 acres NW $\frac{1}{4}$ SW $\frac{1}{4}$
38.00 acres NE $\frac{1}{4}$ NW $\frac{1}{4}$
20.00 acres NW $\frac{1}{4}$ NE $\frac{1}{4}$
40.00 acres NE $\frac{1}{4}$ NE $\frac{1}{4}$
6.00 acres SW $\frac{1}{4}$ NE $\frac{1}{4}$
22.50 acres NE $\frac{1}{4}$ SW $\frac{1}{4}$
13.00 acres NW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 33

14.20 acres NE $\frac{1}{4}$ NW $\frac{1}{4}$
10.00 acres SE $\frac{1}{4}$ NW $\frac{1}{4}$
20.00 acres S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$
10.00 acres NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$
10.00 acres SW $\frac{1}{4}$ SE $\frac{1}{4}$
25.25 acres NE $\frac{1}{4}$ SW $\frac{1}{4}$
38.00 acres NW $\frac{1}{4}$ SW $\frac{1}{4}$
12.50 acres SW $\frac{1}{4}$ SW $\frac{1}{4}$
30.80 acres SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 34

T. 6 N., R. 35 E., W.M.

This certificate describes that portion of the water right confirmed by the prior certificate recorded at page 46241, Volume 38, State Record of Water Right Certificates, NOT modified by the provisions of an order of the Water Resources Director entered on December 20, 1979, approving transfer application No. 4297.

The issuance of this superseding certificate does not confirm the status of the water right in reference to ORS 540.610.

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SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described, and is subject to the existing minimum flow policies established by the Water Policy Review Board.

WITNESS the signature of the Water Resources Director, affixed

this date, February 1, 1980

James E. Seaman
Water Resources Director

Recorded in State Record of Water Right Certificates, Volume 42, page 48989

CANCELLED

Walla Walla R

Basin 7, Vol. 2

Basin 7, Vol. 2 Little Walla Walla R.

Application No. 57959

Lot 600

Permit No. 43973

STATE OF OREGON WATER RESOURCES DEPARTMENT

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SEP 23 1978
WATER RESOURCES DEPT.
SALEM, OREGON

Application for Permit to appropriate Surface Water

I, Hudson Bay District Improvement Company $\frac{1}{2}$ Miles Williams
(Name of Applicant)

of Route 2, Box 117 Milton Freewater
(Mailing Address) (City)

State of Oregon 97862 Phone No. do hereby
(Zip Code)

make application for a permit to appropriate the following described waters of the State of Oregon:

1. The source of the proposed appropriation is Little Walla Walla River
and Tun-a-Lum River, a tributary of Columbia River

LWWR 925 S 300 W
2. The point of diversion is to be located Tun-a-Lum 850 ft. S and 2100 ft. E
NE (N. or S.) (E. or W.)

from the NE corner of Sec 2
(Public Land Survey Corner)

(If there is more than one point of diversion, each must be described)

2 5N 35E being within the Lum NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of
Sec. 1 Tp. 5N R. 35E, W. M., in the county of Umatilla
(N. or S.) (E. or W.)

3. Location of area to be irrigated, or place of use if other than irrigation.

Township	Range	Section	List $\frac{1}{4}$ $\frac{1}{4}$ of Section	List use and or number of acres to be irrigated
Located throughout T 6N, R 35E W.M.; T 6N, R 34E W.M.; and T 5N, R 35E W.M.				
				Total 1368 acres
SEE ATTACHMENT "A"				

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WATER RESOURCES DEPT.
SALEM, OREGON

Form 690-1-01-77

Permit to appropriate the Public Waters of the State of Oregon

This is to certify that I have examined the foregoing application and do hereby grant the same SUBJECT TO EXISTING RIGHTS INCLUDING THE EXISTING FLOW POLICIES ESTABLISHED BY THE WATER POLICY REVIEW BOARD and the following limitations and conditions:

The right herein granted is limited to the amount of water which can be applied to beneficial use and shall not exceed 34.2 cubic feet per second measured at the point of diversion from the stream, or its equivalent in case of rotation with other water users, from Little Walla Walla River and Tum-A-Lum River.

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

If for irrigation, this appropriation shall be limited to 0.0375 of one cubic foot per second or its equivalent for each acre irrigated provided further that the right allowed herein shall be limited to any deficiency in the available supply of any prior right existing for the same land and shall not exceed the limitation allowed herein, provided further that the right acquired herein together with that under all other rights held by the company to the use of the Little Walla Walla River and the Tum-A-Lum River shall not exceed the capacity of the diversion works at the time of making proof of appropriation,

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

The priority date of this permit is September 28, 1978

Actual construction work shall begin on or before April 16, 1980 and shall

thereafter be prosecuted with reasonable diligence and be completed on or before October 1, 1981

Complete application of the water to the proposed use shall be made on or before October 1, 1982

WITNESS my hand this 16th day of April 1979 Extended to 10-1-87

James E. Sevier Water Resources Director

HUDSON BAY DISTRICT
IMPROVEMENT CO.
ATTACHMENT "A"

		PRIMARY	SUPPLEMENTAL
Township 5 North, Range 35 East, W. M.			
Section 4	NW NW	6.0	
Township 6 North, Range 34 East, W. M.			
Section 13	Lot 2 (SW NE)		5.7
	Lot 1 (SE NE)		4.27
	NE SW	22.73	3.27
	NW SW		17.0
	SW SW		37.4
	SE SW	21.94	12.0
	NE SE	3.8	36.2
	NW SE	15.26	12.4
	SW SE	15.3	8.0
	SE SE	7.6	22.33
Section 21	NE SW		18.6
	SE SW	8.8	
	NW SE		21.0
	SW SE		23.0
	SE SE	5.0	5.0
Section 24	NW NE		5.0
	NE NW	10.0	
	SW SW	14.0	
	SE SW	10.0	
	SW SE		19.5
	SE SE		40.0
Section 25	SW NW		39.0
	SE NW		14.0
	SE SW	10.0	
	SW SE	8.8	17.0
	SE SE		18.0
Section 27	NW NE		15.0
	SW NE		20.0
Township 6 North, Range 35 East, W. M.			
Section 19	NE NE	2.0	10.0
	NW NE		40.0
	NE NW	4.7	35.0
	NW NW	3.5	8.0
	SE NW	2.9	10.0
	SE SW	1.2	2.1
	NE SE		16.6
	NW SE		40.0
	SW SW		40.0

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SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

Application No. 57959
Permit No. 42978

		PRIMARY	SUPPLEMENTAL
Township 6 North, Range 35 East, W. M.			
Section 20	NE SE		16.0
Section 21	SW SW		9.5
Section 28	NW NE	2.0	22.5
	NE NW	2.1	21.5
	NW NW	0.5	
	SE NW		8.0
	NW SW	7.6	
Section 29	NE SE		10.5
Section 30	NE NE		11.1
	SW SW		20.0
	SE SW		22.4
Section 31	NW NE		19.0
Section 32	NE NW	6.7	33.3
	NW NW	3.2	36.3
	SE NW		25.0
	SW SE	19.0	
Section 34	NE SW		35.0
	SE SW		3.0
	NE SE		31.6
	SE SE	4.5	5.0
Section 35	SW SW		10.0

219.13

Application No. 57759
 Permit No. 43978

lot 600

STATE OF OREGON

COUNTY OF UMATILLA

CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

PLEASANT VIEW IRRIGATION COMPANY
MILTON-FREEWATER, OREGON 97862

confirms the right to use the waters of the LITTLE WALLA WALLA RIVER,
a tributary of the WALLA WALLA RIVER, for IRRIGATION of 587.68 ACRES.

This right was perfected under Permit 1216. The date of priority is
MARCH 25, 1912. The amount of water to which this right is entitled
is limited to an amount actually beneficially used and shall not
exceed 7.35 CUBIC FOOT PER SECOND or its equivalent in case of
rotation, measured at the point of diversion from the source.

The point of diversion is located as follows:

SE~~X~~ SE~~X~~, SECTION 35, T 6 N, R 35 E, WM; 5 FEET NORTH AND
1100 FEET WEST FROM THE SE CORNER, SECTION 35..

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

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

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

NE~~X~~ NW~~X~~ 2.43 ACRES
SECTION 3
TOWNSHIP 5 NORTH,
RANGE 35 EAST, W.M. ✓
NW~~X~~ NW~~X~~ 10.00 ACRES
SW~~X~~ NW~~X~~ 40.00 ACRES
NW~~X~~ SW~~X~~ 40.00 ACRES
SW~~X~~ SW~~X~~ 20.00 ACRES
SECTION 27 ✓

SE~~X~~ SW~~X~~ 40.00 ACRES
SW~~X~~ SE~~X~~ 30.00 ACRES
SECTION 28 ✓

NE~~X~~ NE~~X~~ 40.00 ACRES
NW~~X~~ NE~~X~~ 20.00 ACRES
SW~~X~~ NE~~X~~ 6.00 ACRES
NE~~X~~ NW~~X~~ 38.00 ACRES
NW~~X~~ NW~~X~~ 35.00 ACRES
SW~~X~~ NW~~X~~ 40.00 ACRES
NE~~X~~ SW~~X~~ 22.50 ACRES
NW~~X~~ SW~~X~~ 40.00 ACRES
NW~~X~~ SE~~X~~ 13.00 ACRES
SECTION 33 ✓

NE~~X~~ NW~~X~~ 14.20 ACRES
SE~~X~~ NW~~X~~ 10.00 ACRES
NE~~X~~ SW~~X~~ 25.25 ACRES
NW~~X~~ SW~~X~~ 38.00 ACRES
SW~~X~~ SW~~X~~ -12.50 ACRES
SE~~X~~ SW~~X~~ 30.80 ACRES
S~~X~~ NW~~X~~ SE~~X~~ 20.00 ACRES
SECTION 34 ✓

TOWNSHIP 6 NORTH,
RANGE 35 EAST, W.M.

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WATER RESOURCES DEPT.
SALEM, OREGON

This certificate describes that portion of the water right confirmed
by Certificate 50401, State Record of Water Right Certificates, NOT
modified by the provisions of an order of the Water Resources Director
entered NOV 8 1999, approving Transfer Application
7643.

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

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

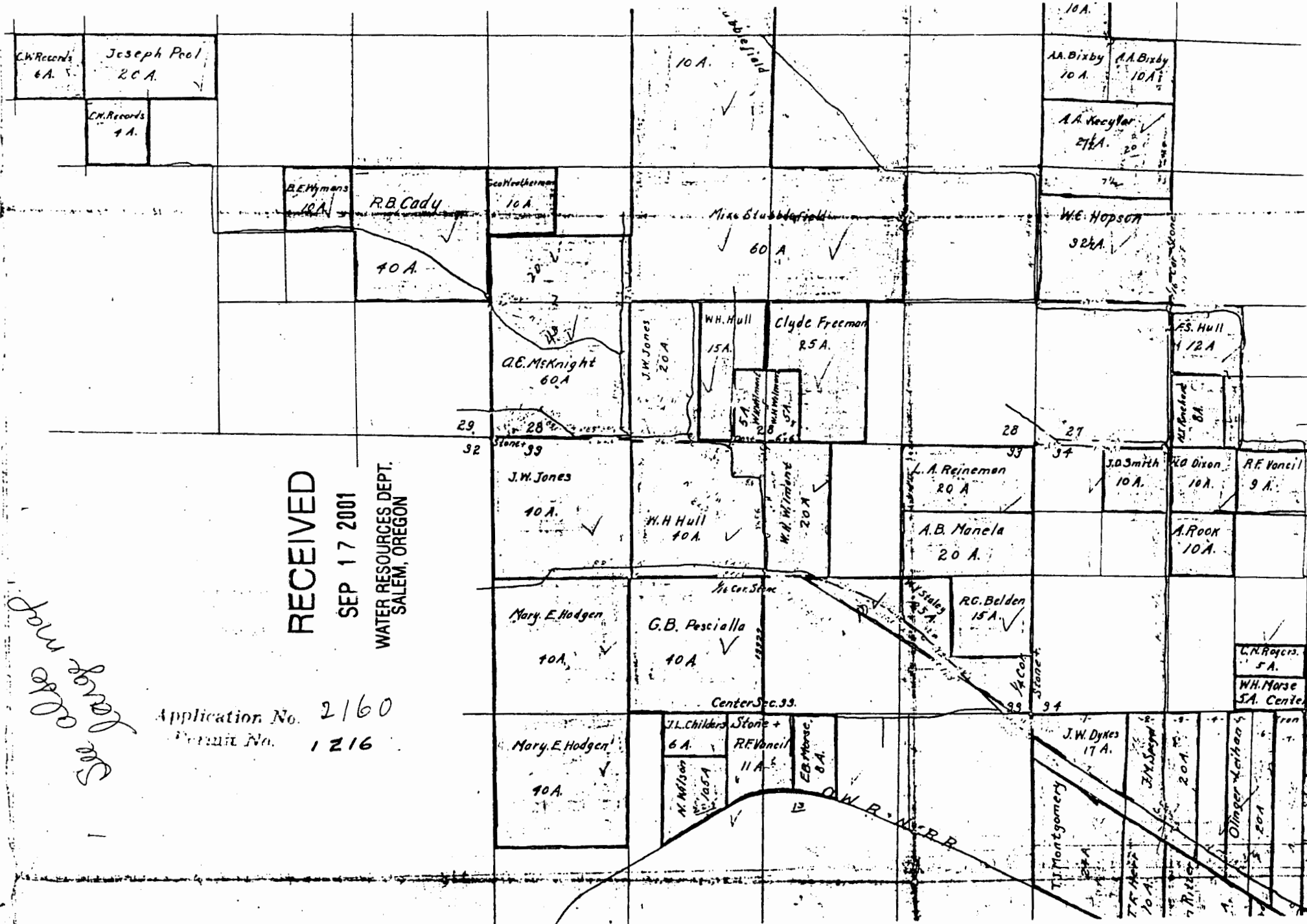
WITNESS the signature of the Water Resources

Director, affixed ~~NOV 8 1999~~

For 
Martha C. Pagel, Director

Recorded in State Record of Water Right Certificates numbered 76329.

0121



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WATER RESOURCES DEPT.
SALEM, OREGON

Application No. 2160
Permit No. 1216

See large orange map

STATE OF OREGON
COUNTY OF UMATILLA
CERTIFICATE OF WATER RIGHT

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THIS CERTIFICATE ISSUED TO

PLEASANT VIEW IRRIGATION COMPANY
MILTON-FREEWATER, OREGON 97862

WATER RESOURCES DEPT.
SALEM, OREGON

confirms the right to use the waters of the LITTLE WALLA WALLA RIVER,
a tributary of the WALLA WALLA RIVER, for IRRIGATION of 1111.48 ACRES.

This right was perfected under Permit 26001. The date of priority is
JANUARY 16, 1959. The amount of water to which this right is entitled
is limited to an amount actually beneficially used and shall not
exceed 27.79 CUBIC FEET PER SECOND or its equivalent in case of
rotation, measured at the point of diversion from the source.

The point of diversion is located as follows:

NEX NEX, SECTION 2, T 5 N, R 35 E, WM..

The amount of water used for irrigation, together with the amount
secured under any other right existing for the same lands, is limited
to 0.0375 of one cubic foot per second per acre, or its equivalent for
each acre irrigated during the irrigation season of each year.

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

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

SWX NWX NWX 20.00 ACRES
SECTION 2

NEX NWX 2.43 ACRES
SECTION 3
TOWNSHIP 5 NORTH,
RANGE 35 EAST, W.M.

NWX NWX 10.00 ACRES
SWX NWX 40.00 ACRES
NEX SWX 10.00 ACRES
NWX SWX 40.00 ACRES
SWX SWX 40.00 ACRES
SEX SWX 40.00 ACRES
SECTION 27

SEX SWX 40.00 ACRES
NEX SEX 40.00 ACRES
SWX SEX 40.00 ACRES
SEX SEX 40.00 ACRES
SECTION 28

NWX SWX 40.00 ACRES
SEX SEX 20.00 ACRES
SECTION 29

NEX NEX 20.00 ACRES
SEX NEX 40.00 ACRES
SECTION 32

NEX NEX 40.00 ACRES
NWX NEX 40.00 ACRES
SWX NEX 33.00 ACRES
SEX NEX 10.00 ACRES
NEX NWX 38.00 ACRES
NWX NWX 35.00 ACRES
SWX NWX 40.00 ACRES
SEX NWX 40.00 ACRES
NEX SWX 38.50 ACRES
NWX SWX 40.00 ACRES
NWX SEX 13.00 ACRES
SECTION 33

NEX NWX 33.00 ACRES
SWX NWX 20.00 ACRES
SEX NWX 20.00 ACRES
NEX SWX 32.85 ACRES
NWX SWX 38.00 ACRES
SWX SWX 12.50 ACRES
SEX SWX 36.70 ACRES
NWX SEX 30.00 ACRES
SECTION 34

SEX SWX 38.50 ACRES
SECTION 35
TOWNSHIP 6 NORTH,
RANGE 35 EAST, W.M.

This certificate describes that portion of the water right confirmed by Certificate 49842, State Record of Water Right Certificates, NOT modified by the provisions of an order of the Water Resources Director entered _____, approving Transfer Applications 7643 and 7644. NOV 8 1999

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

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

WITNESS the signature of the Water Resources

Director, affixed NOV 8 1999.

Isl Thomas J Paul (for)
Martha O. Pagel, Director

Recorded in State Record of Water Right Certificates numbered 76331.

T-7643 & 7644.LHN

Application No. 57950

Permit No. 43973

Permit to appropriate the Public Waters of the State of Oregon

This is to certify that I have examined the foregoing application and do hereby grant the same SUBJECT TO EXISTING RIGHTS INCLUDING THE EXISTING FLOW POLICIES ESTABLISHED BY THE WATER POLICY REVIEW BOARD and the following limitations and conditions:

The right herein granted is limited to the amount of water which can be applied to beneficial use and shall not exceed 34.2 cubic feet per second measured at the point of diversion from the stream, or its equivalent in case of rotation with other water users, from Little Walla Walla River and Tum-A-Lum River.

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

If for irrigation, this appropriation shall be limited to 0.0375 of one cubic foot per second or its equivalent for each acre irrigated provided further that the right allowed herein shall be limited to any deficiency in the available supply of any prior right existing for the same land and shall not exceed the limitation allowed herein, provided further that the right acquired herein together with that under all other rights held by the company to the use of the Little Walla Walla River and the Tum-A-Lum River shall not exceed the capacity of the diversion works at the time of making proof of appropriation,

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WATER RESOURCES DEPT. SALEM, OREGON

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

The priority date of this permit is September 28, 1978

Actual construction work shall begin on or before April 16, 1980 and shall thereafter be prosecuted with reasonable diligence and be completed on or before October 1, 1981

Complete application of the water to the proposed use shall be made on or before October 1, 1982

WITNESS my hand this 16th day of April 1979 Extended to 10-1-87

James E. Seever Water Resources Director

Application No. 57959

Permit No. 48073

STATE OF OREGON WATER RESOURCES DEPARTMENT

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SEP 28 1978
WATER RESOURCES DEPT.
SALEM, OREGON

Application for Permit to Appropriate Surface Water

I, Hudson Bay District Improvement Company & Miles Williams

(Name of Applicant)

of Route 2, Box 117

(Mailing Address)

Milton Freewater

(City)

State of Oregon

97862

Phone No.

do hereby

(Zip Code)

make application for a permit to appropriate the following described waters of the State of Oregon:

1. The source of the proposed appropriation is Little Walla Walla River

and Tun-a-Lum River, a tributary of Columbia River

LWWR

925

S

300

W

2. The point of diversion is to be located Tun-a-Lum 850 ft.

NE

Sec 2

S

and 2100 ft.

E

(E. or W.)

from the NE corner of Sec 2

(Public Land Survey Corner)

(If there is more than one point of diversion, each must be described)

LWWR

NE

NE

2

5N

35E

being within the

Lum

NE 1/4 of the

NW 1/4 of

Sec. 1

Tp. 5N

(N. or S.)

R. 35E

(E. or W.)

W. M., in the county of Umatilla

3. Location of area to be irrigated, or place of use if other than irrigation.

Township	Range	Section	List 1/4 1/4 of Section	List use and or number of acres to be irrigated
Located throughout T 6N, R 35E W.M.; T 6N, R 34E W.M.; and T 5N, R 35E W.M.				
				Total 1368 acres
SEE ATTACHMENT "A"				

Basin 7, Vol. 2, Little Walla Walla R.

		PRIMARY	SUPPLEMENTAL
Township 6 North, Range 35 East, W. M.			
Section 20	NE SE		16.0
Section 21	SW SW		9.5
Section 28	NW NE	2.0	22.5
	NE NW	2.1	21.5
	NW NW	0.5	
	SE NW		8.0
	NW SW	7.6	
Section 29	NE SE		10.5
Section 30	NE NE		11.1
	SW SW		20.0
	SE SW		22.4
Section 31	NW NE		19.0
Section 32	NE NW	6.7	33.3
	NW NW	3.2	36.3
	SE NW		25.0
	SW SE	19.0	
Section 34	NE SW		35.0
	SE SW		3.0
	NE SE		31.6
	SE SE	4.5	5.0
Section 35	SW SW		10.0

219.13

955.5

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SALEM, OREGON

Application No. 57959

Permit No. 43973

PRIMARY 
SUPPLEMENTAL 



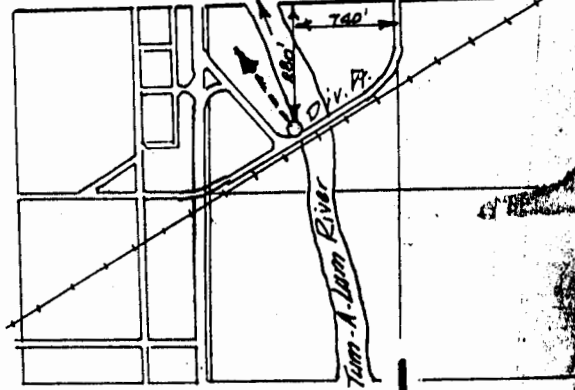
Scale: 4 in. = 1 mi.

Blackson

21

28

T. 5N. R. 35E. W.M.



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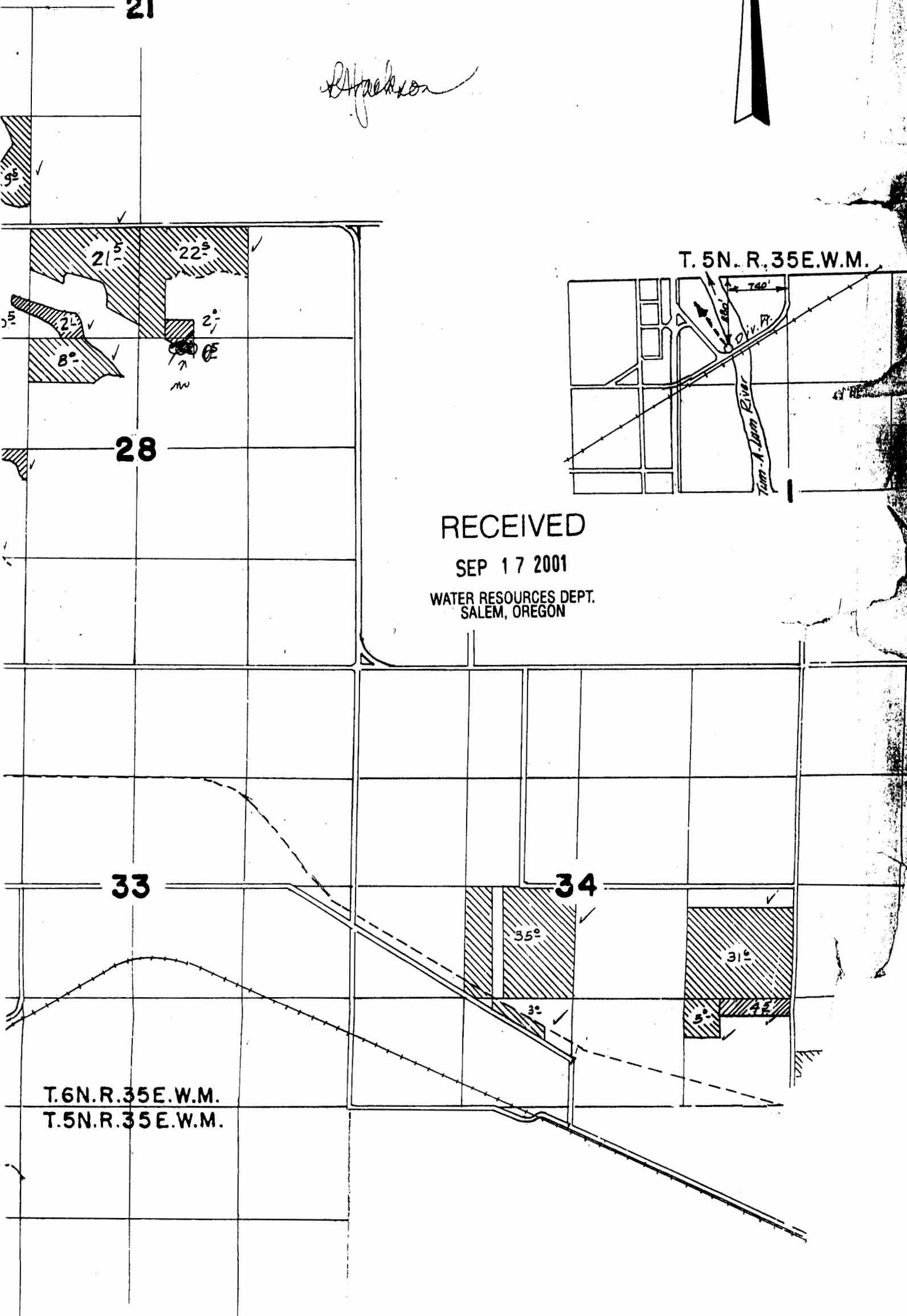
SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

33

34

T. 6N. R. 35E. W.M.
T. 5N. R. 35E. W.M.



LEASE AGREEMENT

January 1, 2000

This is a Lease agreement between Earl E. Brown & Sons, Inc., and L & E Brown Family Limited Partnership, the owners of 9 acres of orchard, known as the Waliser place, Tax Lot 300, 6N-35-34D in Milton-Freewater, Oregon.

The Corporation agrees to pay 10% of the gross crops raised on the property to L & E Brown Family Limited Partnership annually. L & E Brown Family Limited Partnership will pay all property taxes. Earl E. Brown & Sons, Inc. will receive 90% of the gross crops and pay expenses consisting of water, pesticides, fertilizers, all labor, and tree replacement costs for their share on the property.

Signed: *Ron Brown*
Ron Brown, President Earl E. Brown & Sons, Inc.

Signed: *Nancy A Kezele*
Nancy Kezele, L & E Brown Family Ltd. Partnership

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WATER RESOURCES DEPT.
SALEM, OREGON

PIONEER ESCROW COMPANY
178 S. MAIN ST., SUITE 2
MILTON-FREEWATER, OR 97862
PHONE: (541)938-3327, FAX: (541) 938-5089

January 31, 2001

*Lot 300
Leased to
Earl Brown & Son*

L & E Family Partnership
84150 Winesap Road
Milton-Freewater, OR 97862

Escrow No.: **04-3358**
Seller/Buyer: **Waliser/L & E Family Partnership**
Title Report No.: **65367**
Property: **6N-35-34D, Tax Lot 300, apprx. 9 AC. of orchard.**
Milton-Freewater, OR 97862

Attached hereto please find the following documents) in connection with the above referenced transaction:

POLICY:

- * **Owner's Policy # O 234713.**

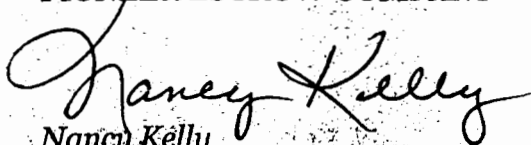
RECORDED DOCUMENTS:

- * **Bargain and Sale Deed, 2001-3810441, 6 pages.**

Please retain this document for your records. If you should have any questions, please do not hesitate to call.

Sincerely,

PIONEER ESCROW COMPANY



Nancy Kelly
Secretary

Cc: file

ALSO SERVING YOU AT THESE LOCATIONS:

PIONEER ESCROW COMPANY
132 S.E. COURT AVE.
PENDLETON, OR 97801
PH: (541) 276-5114
FAX: (541) 276-0484

PIONEER TITLE COMPANY
126 S.E. COURT AVE.
PENDLETON, OR 97801
PH: (541) 276-4431
FAX: (541) 276-2007

PIONEER ESCROW COMPANY
630 S. HWY 395
HERMISTON, OR 97838
PH: (541) 567-9743
FAX: (541) 567-7307

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WATER RESOURCES DEPT.
SALEM, OREGON

6/19



2001-3810441 1 of 6

381 0441

BARGAIN AND SALE DEED

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JAN 16 2001

UMATILLA COUNTY RECORDS

H. KENT WALISER and LESLIE A. WALISER, and L&E FAMILY PARTNERSHIP, Grantors, convey to L & E FAMILY PARTNERSHIP, Grantee, the following real property which is described on the attached Exhibit "A" which is hereby referred to and made a part hereof:

The true consideration for this conveyance is \$50,000 for the property owned by Waliser and conveyed to Grantee.

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.

Until a change is requested all tax statements should be sent to: L&E FAMILY Partnership, c/o Nancy Kezele, 84150 Winesap Rd, Milton-Freewater, OR 97862

DATED this 5th day of Jan, 2001.

H. Kent Waliser

H. KENT WALISER, Grantor

Leslie A. Waliser

LESLIE A. WALISER, Grantor

L&E FAMILY PARTNERSHIP

By *Ronald E Brown*

AFTER RECORDING DELIVER TO:
MONAHAN, GROVE, TUCKER & WALLACE, LLP
105 NORTH MAIN
MILTON-FREEWATER, OR 97862

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SALEM, OREGON

PIONEER TITLE CO. 65367-3
126 SE Court, Pend. OR. 97801

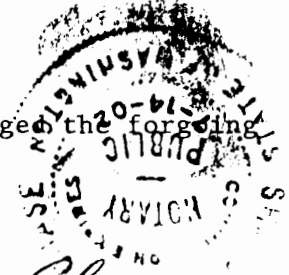
OF WASHINGTON,)
)
County of Douglas)



2001-3810441 2 of 6

January 11, 2001.

Personally appeared the above named H. KENT WALISER and acknowledged the foregoing instrument to be their voluntary act and deed. before me.



Sharon Louise Chase
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 7-14-02

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SALEM, OREGON

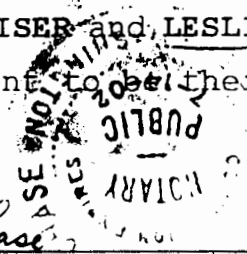
STATE OF OREGON,)
) ss.
County of ~~Umatilla~~)

2001-3810441 3 of 6

January 11, 2000.

Personally appeared the above named H. KENT WALISER and LESLIE A. WALISER and acknowledged the foregoing instrument to be their voluntary act and deed. Before me.

Sharon Louise Chase
NOTARY PUBLIC FOR OREGON
My Commission Expires: 7-14-02



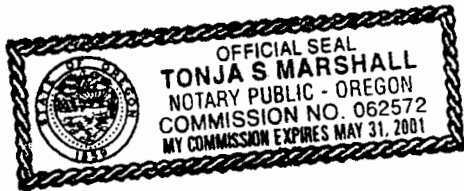
STATE OF OREGON,)
) ss.
County of Umatilla.)

Jan 5, ²⁰⁰¹~~2000~~. ISM

Personally appeared the above named L&E FAMILY PARTNERSHIP and acknowledged the foregoing instrument to be their voluntary act and deed. Before me.

Ronald E. Brown for ISM

Tonja S. Marshall
NOTARY PUBLIC FOR OREGON
My Commission Expires: _____



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WATER RESOURCES DEPT.
SALEM, OREGON



Tract 1: The Northeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 34, Township 6 North, Range 35 East, W.M., Umatilla County, Oregon, excepting the following described property:

Commencing at the East Quarter Corner of Section 34; thence South 89°57'43" West along the East-West centerline of Section 34 for a distance of 1331.11 feet to the northeast corner of the northwest quarter of the Southeast quarter of Section 34; thence South 01°16'01" West along the East line of the Northwest Quarter of the Southeast Quarter of Section 34 for a distance of 15.00 feet to the true point of beginning; thence south 01°16'01" along the said East line of the Northwest Quarter of the Southeast Quarter of Section 34 for a distance of 148.71 feet; thence South 89°57'43" West parallel with the North line of the Northwest quarter of the Southeast Quarter for a distance of 224.15 feet; thence North 01°16'01" East parallel with the East line of the Northwest Quarter of the Southeast Quarter for a distance of 148.71 feet to a point 15 feet south of the East-West centerline of Section 34; thence North 89°57'43" East along a line parallel to the East-West centerline of Section 34 for a distance of 224.15 feet to the TRUE POINT OF BEGINNING.

Tract 2: The Southeast Quarter of the Southwest Quarter of the Northeast Quarter of Section 34, Township 6 North, Range 35 East, W.M., Umatilla County, Oregon.

Subject to an easement for the existing and any future drain fields over under and across the following described property:

Parcel of land located in the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 34, Township 6 North, Range 35, East of the Willamette Meridian described as follows:

Commencing at the East Quarter Corner of Section 34: Thence South 89° 57' 43" West along the East-West centerline of Section 34 for a distance of 1331.11 feet to the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 34; thence South 01°16'01" West along the East line of the Northwest quarter of the Southeast Quarter of Section 34 for a distance of 15.00 feet, thence South 89° 57' 43" West along a line parallel to and 15.00 feet South when measured at right angle, of the East-West centerline of Section 34 for a distance of 224.15 feet to the true point of beginning for the description of this drain field easement; thence South 01° 16' 01" West parallel with the East line of the Northwest Quarter of the Southeast Quarter of said Section 34 for a distance of 148.71 feet; thence South 89° 57' 43" West parallel with the North line of the Northwest Quarter of Southeast Quarter for a distance of 160.04 feet; thence North 01°16' 01" East parallel with the East line of the Northwest Quarter of the Southwest Quarter for a distance of 148.71 feet to a point 15 feet South of the East-West centerline of Section 34; thence North 89°57'43" East along a line parallel to the East West centerline of Section 34 for a distance of 160,04 feet to the true point of beginning.

Said drain field easement contains 0.55 acres more or less

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WATER RESOURCES DEPT.
SALEM, OREGON

Boundary Line Adjustment

#20-21-298-00

N 89°58'50" E 666.14



2001-3810441 5 of 6

SE 1/4 SW 1/4 NE 1/4

AREA OF TAX LOT 1400 BEFORE ADJUSTMENT INCLUDING AREA WITHIN ROAD RESERVATIONS 10.09 ACRES (Gross)

ADJUSTED TAX LOT 1400 845332.65 S.F. 19.41 ACRES

EXISTING ASPHALT ROAD

LINE TO BE ADJUSTED

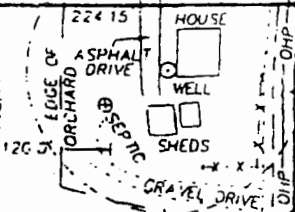
N 89°57'43" E 665.57

YELLOW JACKET ROAD N 89°57'43" E 741.60

15' ROAD RESERVATION ON SOUTH SIDE OF SECTION LINE AND 15' EXCEPTION ON THE NORTH SIDE OF SECTION LINE.

EXISTING AND FUTURE DRAINFIELD EASEMENT.

APPROXIMATE LOCATION OF EXISTING DRAINFIELD



100' SANITARY RESTRICTION

15' ROAD RESERVATION

ADJUSTED LINE

ADJUSTED TAX LOT 300 3832487 S.F. 0.77 ACRES

AREA OF TAX LOT 300 BEFORE ADJUSTMENT INCLUDING AREA WITHIN ROAD RESERVATIONS 10.09 ACRES (Gross)

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WATER RESOURCES DEPT. SALEM, OREGON

N 1/4, NW 1/4, SE 1/4

15' ROAD RESERVATION

EXISTING GRAVEL ROAD

CHICKHOLE LAKE



2001-3810441 6 of 6

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WATER RESOURCES DEPT.
SALEM, OREGON

State of Oregon)
County of Umatilla)

This instrument was received
and recorded on

01-16-01 at 11:31

in the record of document
code type DE-B&S

Location	R381-0441
Document number	2001-3810441
Fee	51.00

Office of County Records


Records Officer

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SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

STATE OF OREGON

COUNTY OF UMATILLA

ORDER APPROVING A CHANGE IN PLACE OF USE
AND POINT OF DIVERSION

Pursuant to ORS 540.510 to 540.530, after notice was given and no objections were filed, and finding that no injury to existing water rights would result, this order approves, as conditioned or limited herein, TRANSFER 7640 submitted by

KEVAN AND POLLY J. KVAMME
3783 HATLEY ROAD
EVERSON, WASHINGTON 98247.

The right to be modified was confirmed by decree of the Circuit Court of the State of Oregon for UMATILLA County as evidenced by a PORTION of Certificate 33257. The decree is recorded in the Order Record of the Water Resources Director in Volume 12, at Page 9. The date of priority is 1890 for 6 acres and 1904 for 1.5 acres.

The right allows the use of the LITTLE WALLA WALLA RIVER, for IRRIGATION of 7.5 ACRES. The amount of water to which this right is entitled is limited to an amount actually beneficially used and shall not exceed ONE AND ONE-HALF MINER'S INCHES PER ACRE, if available at the authorized point of diversion: NE $\frac{1}{4}$ NE $\frac{1}{4}$, SECTION 2, T 5 N, R 35 E, WM; 380 FEET SOUTH AND 740 FEET WEST FROM THE NE CORNER, SECTION 32, or its equivalent in case of rotation, measured at the point of diversion from the source.

This is a final order in other that contested case. Pursuant to ORS 536.075 and OAR 137-004-0080 and OAR 690-01-005, you may either petition the Director for reconsideration of this order or petition for judicial review of this order. As provided in ORS 536.075, this order is subject to judicial review under ORS 183.484. Any petition for judicial review of the order must be filed within the time specified by ORS 183.484(2).

T-7640.LHN

Special Order Volume 53, Page 1410

The authorized place of use is located as follows:

SE¼ SE¼ 7.5 ACRES
SECTION 35
TOWNSHIP 6 NORTH, RANGE 35 EAST, W.M.

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

The applicant proposes to change the place of use to:

1890 1904
NE¼ NW¼ SE¼ 6.0 ACRES 1.5 ACRES ✓
SECTION 34
TOWNSHIP 6 NORTH, RANGE 35 EAST, W.M.

The applicant also proposes to change the point of diversion to:

NE¼ NE¼, SECTION 2, T 5 N, R 35 E, WM; 650 FEET SOUTH AND 450 FEET WEST FROM THE NE CORNER, SECTION 2.

The receiving landowners are:

KENT AND CLARENCE WALISER
ROUTE 2 BOX 357
MILTON-FREEWATER, OREGON 97862

THESE CHANGES TO AN EXISTING WATER RIGHT MAY BE MADE PROVIDED THE FOLLOWING CONDITIONS ARE MET BY THE WATER USER:

1. The proposed changes shall be completed on or before October 1, 2001.
2. The quantity of water diverted at the new point of diversion, together with that diverted at the old point of diversion, shall not exceed the quantity of water lawfully available at the original point of diversion.

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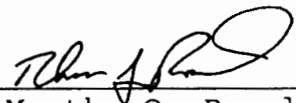
SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

3. When required by the Department, the water user shall install and maintain a headgate, an in-line flow meter, weir, or other suitable device for measuring and recording the quantity of water diverted. The type and plans of the headgate and measuring device must be approved by the Department prior to beginning construction and shall be installed under the general supervision of the Department.
4. Water shall be acquired from the same surface water source as the original point of diversion.
5. The former place of use shall no longer be irrigated as a part of this water right.

Certificate 33257 is canceled. A new certificate will be issued to confirm that portion of the right NOT involved in this transfer. When satisfactory proof of the completed change is received, a new certificate confirming this water right will be issued.

WITNESS the signature of the Water Resources Director,
affixed NOV 8 1999.

For 

Martha O. Pagel, Director

WM # 5

INTEROFFICE MEMO

Oregon

DATE: 12/5/01

TO: TRANSFER SECTION
FROM: WATERMASTER, DISTRICT # 5
GROUNDWATER SECTION
(SIGNATURE) *[Signature]*
SUBJECT: WATER RIGHT TRANSFER # 7640

WATER
RESOURCES
DEPARTMENT
T-7640
V.53 P.1410

A change in POU POD POA USE of water.

In the name(s) of Kevan Kramme

In my opinion (assuming the right is valid), the proposed change MAY BE MADE WITHOUT INJURY WOULD RESULT IN INJURY* to an existing water right.

*The approval of this transfer application would result in injury to other water rights because .05 acres of 1871 not being moved should not be listed on transfer.

The existing right may not be valid because less acres (total) transferred in than is going out (85 vs 10)

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

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

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

- (1) PRIOR to the diverting of water at the new point of diversion....
- X (2) WHEN IN the judgement of the watermaster it becomes necessary....

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

1317W

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SEP 17 2001
WATER RESOURCES DEPT.
SALEM, OREGON



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

COPY

#33257

State of Oregon
WATER RESOURCES DEPARTMENT
APPLICATION FOR TRANSFER OF WATER RIGHT

17640

RECEIVED

OCT 21 1996

Applicant: Kevan and Polly J. Kvamme

WATER RESOURCES DEPT.
SALEM, OREGON

Mailing Address: 3783 Hatley Road

Everson Washington 98247
City or Town State Zip Phone

Type of Change: Change in place of use and change in Point of Diversion
(In point of diversion: place of use; use heretofore made of the water)

T-764
V.53 P.14

1. WATER RIGHT

- A) Is the water right in your name? No If not, list name below:
H. R. Graham (Yes, No)
- B) Was the water right determined by a court decree? Yes (Yes, No)
 - 1. If yes, list the title of the proceedings: Walla Walla River
 - 2. Certificate No: 33257
- C) Was the water right acquired by a water permit? No (Yes, No)
 - 1. If yes, list the Permit No: N/A
 - 2. Certificate No: N/A
- D) Date of priority right: 1871 0.5 Acres, 1890 6 Acres, and 1904 1.50 acres
- E) What are your reasons for the proposed changes? Housing development is going to be built on authorized place of use.
- F) The water will be completely applied to the proposed use on or before: 1 October, 1997

2. LOCATION OF AUTHORIZED USE

- A) What is the source of water (river, stream, well)? Ford Branch of the Little Walla Walla River

B) Describe the authorized point of diversion:

Location in Reference to Survey Corner	1/4, 1/4 of Section	Section	Township	Range
410' S + 725' W from NE Cor. Sec. 2	NE1/4 NE1/4	2	6N	35E W.M.

- C) What is the name of the ditch used? Graham
- D) What is the use to which the water is applied? Irrigation

E) Give the location of the authorized area irrigated or place of use other than for irrigation?

Township	Range	Section	1/4, 1/4 of Section	No. of acres irrigated
6N	35E W.M.	35	SE1/4 SE1/4	7.5 ✓

- F) Is the land within an irrigation district? Yes X No _____
If yes, which district? Walla Walla River Irrigation District

G) County Umatilla

3. LOCATION OF PROPOSED USE:

NOTE: Answer question A only if the application is for a change in the point of diversion.

A) Describe the proposed point of diversion:

Location in Reference to Survey Corner	1/4, 1/4 of Section	Section	Township	Range
650' S & 450' W from N.E. Cor. Sec. 2	NE1/4 NE1/4	2	5N	35E W.M.

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WATER RESOURCES DEPT.
SALEM, OREGON

NOTE: Answer questions B, C, D, and E only if the application is for a change in use or place of use.

B) Are the lands from which you propose to transfer your water right free of all encumbrances? Yes
(Yes, No)

C) If no, give the description below of existing encumbrances:

Encumbrance	Held By	Amount
N/A		

D) What is the use to which the water will be applied? Irrigation

E) Give the proposed location of the area irrigated, or place of use if other than for irrigation:

Township	Priority	Range	Section	1/4, 1/4 of Section	No. of acres irrigated	Tax Lot
6N	1890	36E W.M.	34	NE1/4 NW1/4 SE1/4	6.0	300
6N	1904	36E W.M.	34	NE1/4 NW1/4 SE1/4	1.5	300

4. EXHIBITS

The following exhibits shall be attached to and made part of the application:

- A) A map prepared by a Certified Water Right Examiner showing the location of the present and proposed points of diversion, the authorized and proposed places of use and, if any, lands from the existing right that would not be subject to transfer.
- B) A copy of the current recorded deed to the subject lands.
- C) Affidavits from any other landowners or encumbrance holders with interest in the original water right stating that they have no objection to the proposed transfer.
- D) Evidence that the water has been used within the last five years.

5. NAME AND ADDRESS OF RECEIVING LANDOWNER(S) IF OTHER THAN APPLICANT:

Kent H. Walliser, Route 2 box 357, Milton-Freewater, Oregon 97862

Clarence Walliser, Route 2 box 357, Milton-Freewater, Oregon 97862 GR-1146

6. REMARKS: Groundwater Right Registration No. GR-1185 will become supplemental to this Water Right Transfer. Currently GR-1185 in this area is supplemental to Pleasant View Irrigation Company Permit 26001 with a Priority date 1959 and Permit 1216 with a Priority Date 1912. This Pleasant View water right will be transferred to another area under an accompanying transfer.

I(we) _____, applicant(s), hereby

swear that I(we) have read the above application for transfer of water right and that the statements made are true and correct. Dated and signed this 25th day of Aug., 1996.

[Signature]
(Signature)

[Signature]
(Signature)

Subscribed and sworn to before me Aug. 28, 1996

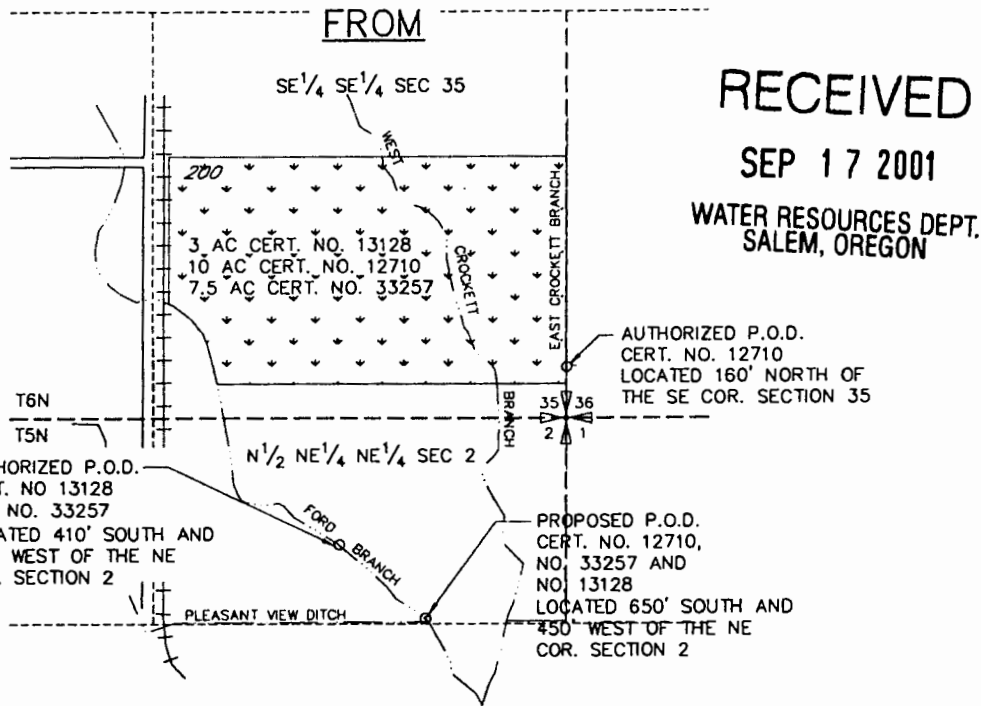
(Notarial Seal)

[Signature]
Notary Public for Oregon Washington

My commission expires: July 8, 2000

WATER RIGHT TRANSFER
FROM KVAMME TO WALISER
T5N AND 6N, R35E WM
UMATILLA CO, OREGON

T-7640
V.53 P.1410

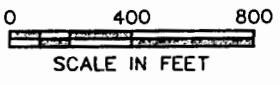


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WATER RESOURCES DEPT.
SALEM, OREGON

10
7.5
2
20.5

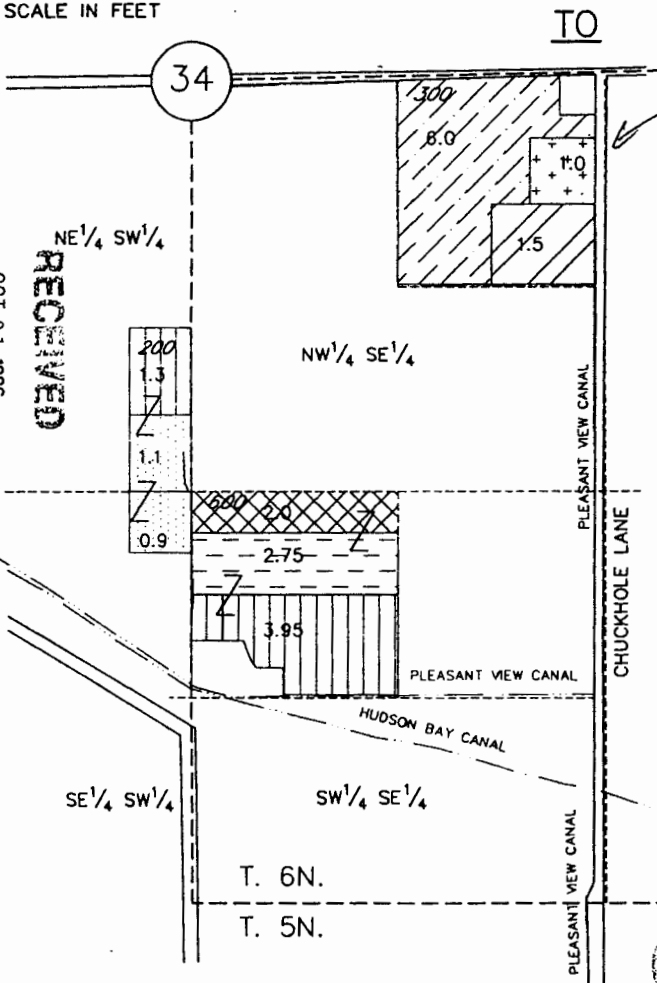
Handwritten notes:
D.S. 2001
10/10/01
10/10/01

Handwritten notes:
Covered by Primary
Plan of 12/16
12/25/1912
Transfer out
12/76/13



WATER RESOURCES DEPT.
SALEM, OREGON

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OCT 21 1996



LEGEND

CERT. NO. PRIORITY DATE ACREAGE

CERT. NO.	PRIORITY DATE	ACREAGE
33257	1890	6.0
33257	1904	1.5
12710	1890	2.0
12710	1891	2.75
12710	1895	5.25
13128	1871	1.0
13128	1890	2.0

Handwritten signature: David B. Langhoush
7/31/96

T7640

3522.034
3522WAL2.DWG

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WATER RESOURCES DEPT.
SALEM, OREGON

STATE OF OREGON

COUNTY OF UMATILLA

ORDER APPROVING A CHANGE IN PLACE OF USE
AND POINT OF DIVERSION

Pursuant to ORS 540.510 to 540.530, after notice was given and no objections were filed, and finding that no injury to existing water rights would result, this order approves, as conditioned or limited herein, TRANSFER 7642 submitted by

KEVAN AND POLLY J. KVAMME
3783 HATLEY ROAD
EVERSON, WASHINGTON 98247.

The right to be modified was confirmed by decree of the Circuit Court of the State of Oregon for UMATILLA County as evidenced by a PORTION of Certificate 13128. The decree is recorded in the Order Record of the Water Resources Director in Volume 12, at Page 9. The dates of priority are 1871 for 1 acre and 1890 for 2 acres.

The right allows the use of the LITTLE WALLA WALLA RIVER for IRRIGATION of 3.0 ACRES. The amount of water to which this right is entitled is limited to an amount actually beneficially used and shall not exceed ONE AND ONE-HALF MINER'S INCHES PER ACRE, if available at the authorized point of diversion: NE¼ NE¼, SECTION 2, T 5 N, R 35 E, WM, or its equivalent in case of rotation, measured at the point of diversion from the source.

The authorized place of use is located as follows:

SE¼ SE¼ . 3.0 ACRES
SECTION 35
TOWNSHIP 6 NORTH, RANGE 35 EAST, W.M.

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

The applicants propose to change the place of use to:

	1871	1890
SE¼ NE¼ SW¼		1.1 ACRES
NE¼ SE¼ SW¼		0.9 ACRE
NE¼ NW¼ SE¼	1.0 ACRE	

SECTION 34
TOWNSHIP 6 NORTH, RANGE 35 EAST, W.M.

The applicants also propose to change the point of diversion to a point on the FORD BRANCH of the LITTLE WALLA WALLA RIVER located as follows:

NE¼ NE¼, SECTION 2, T 5 N, R 35 E, WM; PLEASANT VIEW DITCH - 650 FEET SOUTH AND 460 FEET WEST FROM THE NE CORNER, SECTION 2.

The receiving landowner is:

CLARENCE WALISER
ROUTE 2 BOX 357
MILTON-FREEWATER, OREGON 97862

THESE CHANGES TO AN EXISTING WATER RIGHT MAY BE MADE PROVIDED THE FOLLOWING CONDITIONS ARE MET BY THE WATER USER:

1. The proposed changes shall be completed on or before October 1, 2001.
2. The quantity of water diverted at the new point of diversion, together with that diverted at the old point of diversion, shall not exceed the quantity of water lawfully available at the original point of diversion.

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WATER RESOURCES DEPT.
SALEM, OREGON

3. When required by the Department, the water user shall install and maintain a headgate, an in-line flow meter, weir, or other suitable device for measuring and recording the quantity of water diverted. The type and plans of the headgate and measuring device must be approved by the Department prior to beginning construction and shall be installed under the general supervision of the Department.
4. Water shall be acquired from the same surface water source as the original point of diversion.
5. The former place of use shall no longer be irrigated as a part of this water right.

Certificate 13128 is canceled. A new certificate will be issued to confirm that portion of the right NOT involved in this transfer. When satisfactory proof of the completed change is received, a new certificate confirming this water right will be issued.

WITNESS the signature of the Water Resources

Director, affixed NOV 8 1999



For Martha O. Pagel, Director

BEFORE THE WATER RESOURCES DIRECTOR OF OREGON
UMATILLA COUNTY

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SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

IN THE MATTER OF CANCELLATION OF A)
PORTION OF A WATER RIGHT IN THE NAME)
OF PLEASANT VIEW IRRIGATION COMPANY)

O R D E R

On February 25, 1980, Clifford & Virginia Trout submitted an affidavit that they are the owners of a certain water right and the lands to which the water right is appurtenant; that they have abandoned any and all interest in and to the said water right and request the same be canceled.

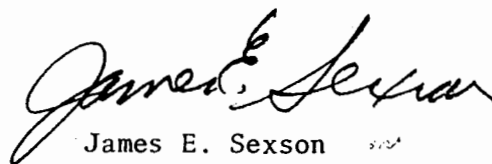
The water right in question is a portion of the right described by the certificate recorded at Page 10713, Volume 10, State Record of Water Right Certificates, in the name of Pleasant View Irrigation Company, and is for the use of not to exceed 0.10 cubic foot per second of water from Little Walla Walla River, with a date of priority of May 3, 1913, for irrigation of 8.0 acres in NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, Township 6 North, Range 35 East, W.M.

ORS 540.621 provides that: "Whenever the owner of a perfected and developed water right certifies under oath to the Water Resources Director that the water right has been abandoned by him and that he desires cancellation thereof, the Water Resources Director shall enter an order canceling the water right."

NOW, THEREFORE, it hereby is ORDERED that the said water right, being a portion of the right described by the certificate recorded at Page 10713, Volume 10, State Record of Water Right Certificates, is canceled.

It is FURTHER ORDERED that the said certificate of water right is canceled, and in lieu thereof a new certificate be issued to describe the balance of the water right NOT involved in this proceeding.

Dated at Salem, Oregon, this 18th day of March, 1980.



James E. Sexson
Director

Wm # 5

INTEROFFICE MEMO



TO: TRANSFER SECTION

DATE: 12/5/94

FROM: WATERMASTER, DISTRICT # 5
GROUNDWATER SECTION
(SIGNATURE) *[Signature]*

WATER
RESOURCES
DEPARTMENT

SUBJECT: WATER RIGHT TRANSFER # 7642

T-7642
V.53 P.1416

A change in POU POD POA USE of water.

In the name(s) of Kevan Kvamme

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

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

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

The existing right may not be valid because _____

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

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

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

- _____ (1) PRIOR to the diverting of water at the new point of diversion....
- X (2) WHEN IN the judgement of the watermaster it becomes necessary....

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

1317W

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SEP 17 2001
WATER RESOURCES DEPT.
SALEM, OREGON



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

State of Oregon
WATER RESOURCES DEPARTMENT
APPLICATION FOR TRANSFER OF WATER RIGHT

T 7642
V.53 P.1416

Applicant: Kevan and Polly J. Kvamme

Mailing Address: 3783 Hatley Road

Everson Washington 98247
City or Town State Zip Phone

Type of Change: Change in place of use and change in Point of Diversion
(In point of diversion: place of use; use heretofore made of the water)

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WATER RESOURCES DEPT.
SALEM, OREGON

1. WATER RIGHT

- A) Is the water right in your name? No If not, list name below:
Cyrus Powell (Yes, No)
- B) Was the water right determined by a court decree? Yes (Yes, No)
 - 1. If yes, list the title of the proceedings: Walla Walla River
 - 2. Certificate No: 13128 (Proof 644)
- C) Was the water right acquired by a water permit? No (Yes, No)
 - 1. If yes, list the Permit No: N/A
 - 2. Certificate No: N/A
- D) Date of priority right: One acre of 1871, two acres of 1890
- E) What are your reasons for the proposed changes? Housing development is going to be built on authorized place of use.
- F) The water will be completely applied to the proposed use on or before: 1 October, 1997

2. LOCATION OF AUTHORIZED USE

A) What is the source of water (river, stream, well)? Ford Branch Little Walla Walla River

B) Describe the authorized point of diversion:

Location in Reference to Survey Corner	1/4, 1/4 of Section	Section	Township	Range
410' S + 725' W from NE Cor. Sec. 2	NE1/4 NE1/4	2	6N	35E W.M.

- C) What is the name of the ditch used? Graham
- D) What is the use to which the water is applied? Irrigation

E) Give the location of the authorized area irrigated or place of use other than for irrigation?

Township	Range	Section	1/4, 1/4 of Section	No. of acres irrigated
6N	35E W.M.	35	SE1/4 SE1/4	3.0

- F) Is the land within an irrigation district? Yes X No _____
If yes, which district? Walla Walla River Irrigation

G) County Umatilla

3. LOCATION OF PROPOSED USE:

NOTE: Answer question A only if the application is for a change in the point of diversion.

A) Describe the proposed point of diversion:

Location in Reference to Survey Corner	1/4, 1/4 of Section	Section	Township	Range
450' S + 400' W from NE Cor. Sec. 2	NE1/4 NE1/4	2	6N	35E W.M.

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WATER RESOURCES DEPT.
SALEM, OREGON

NOTE: Answer questions B, C, D, and E only if the application is for a change in use or place of use.

B) Are the lands from which you propose to transfer your water right free of all encumbrances? Yes
(Yes, No)

C) If no, give the description below of existing encumbrances:

Encumbrance	Held By	Amount
N/A		

D) What is the use to which the water will be applied? Irrigation

E) Give the proposed location of the area irrigated, or place of use if other than for irrigation:

Township	Priority	Range	Section	1/4, 1/4 of Section	No. of acres irrigated	Tax Lot
6N	1890	35E	34	NE1/4 SE1/4 SW1/4	0.9	200
6N	1890	35E	34	SE1/4 NE1/4 SW1/4	1.1	200
6N	1871	35E	34	NE1/4 NW1/4 SE1/4	1.0	300

4. EXHIBITS

The following exhibits shall be attached to and made part of the application:

- A) A map prepared by a Certified Water Right Examiner showing the location of the present and proposed points of diversion, the authorized and proposed places of use and, if any, lands from the existing right that would not be subject to transfer.
- B) A copy of the current recorded deed to the subject lands.
- C) Affidavits from any other landowners or encumbrance holders with interest in the original water right stating that they have no objection to the proposed transfer.
- D) Evidence that the water has been used within the last five years.

5. NAME AND ADDRESS OF RECEIVING LANDOWNER(S) IF OTHER THAN APPLICANT:

Clarence Walliser, Route 2 Box 357, Milton-Freewater, Oregon 97862

6. REMARKS: Groundwater Right Registration No. GR-3854 will become supplemental to this Water Right Transfer. Currently GR-3854 in this area is supplemental to Pleasant View Irrigation Company Permit 26001, Priority 1959 and Permit 8193, Priority 1927. These two Pleasant View water rights will be transferred to another area under two accompanying transfers.

I (we) _____, applicant(s), hereby swear that I (we) have read the above application for transfer of water right and that the statements made are true and correct. Dated and signed this 28 day of Aug., 1996.

[Signature]
(Signature)

[Signature]
(Signature)

Subscribed and sworn to before me Aug 28, 1996

[Signature]
Notary Public for Oregon Washington

(Notarial Seal)

My commission expires: July 8, 2000

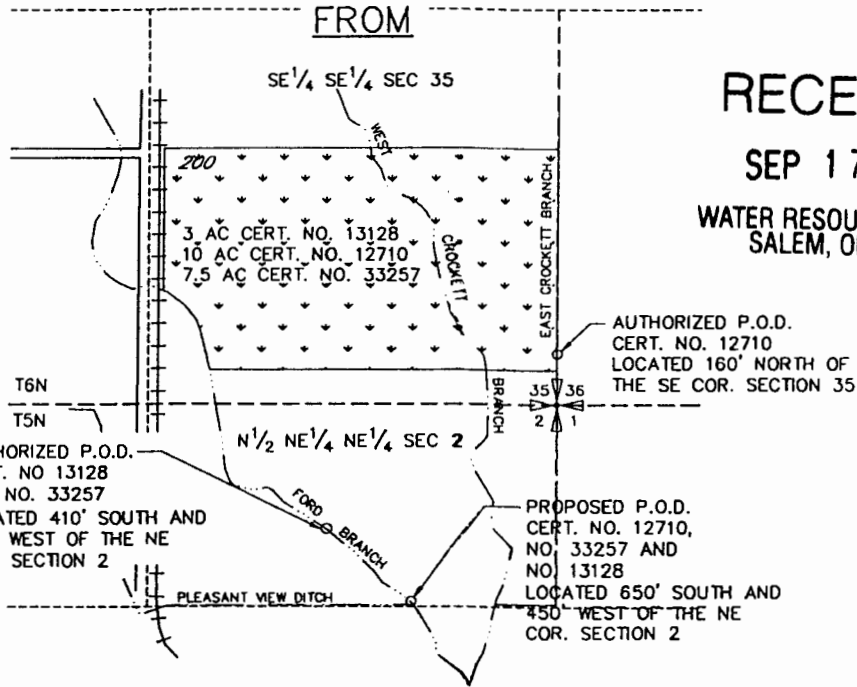
WATER RIGHT TRANSFER
 FROM KVAMME TO WALISER
 T5N AND 6N, R35E WM
 UMATILLA CO, OREGON

T-7642
 V.53 P.1416

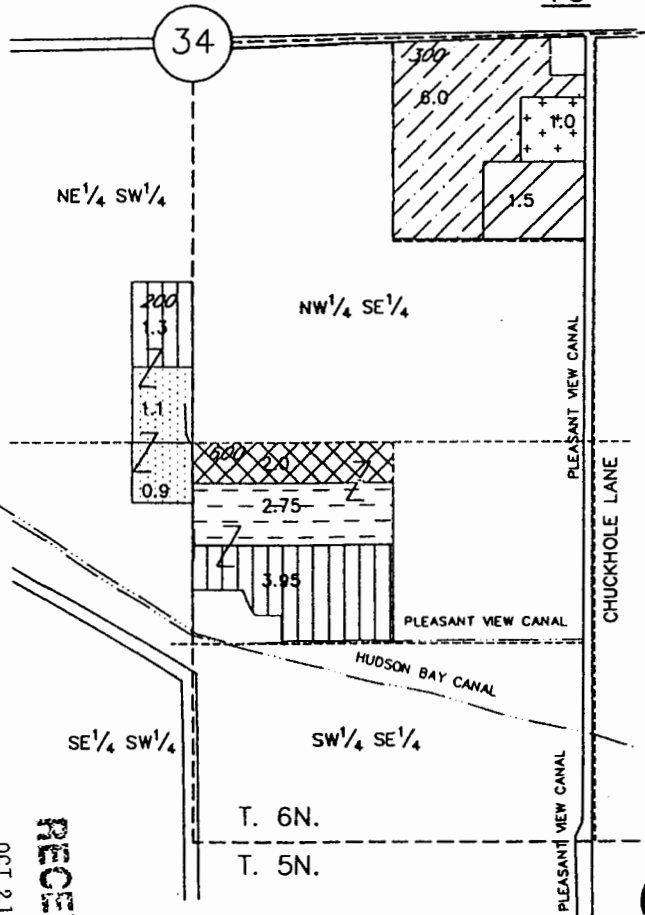
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WATER RESOURCES DEPT.
 SALEM, OREGON



TO



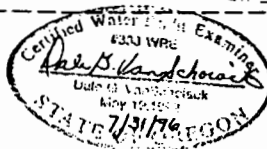
LEGEND

CERT. NO. PRIORITY DATE ACREAGE

CERT. NO.	PRIORITY DATE	ACREAGE
33257	1890	6.0
33257	1904	1.5
12710	1890	2.0
12710	1891	2.75
12710	1895	5.25
13128	1871	1.0
13128	1890	2.0

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 OCT 21 1996
 WATER RESOURCES DEPT.
 SALEM, OREGON

T7642



WM #5

Oregon

INTEROFFICE MEMO

TO: TRANSFER SECTION
FROM: WATERMASTER, DISTRICT # 5
GROUNDWATER SECTION
(SIGNATURE) *[Signature]*
SUBJECT: WATER RIGHT TRANSFER # 7643

DATE: 12/5/96
WATER
RESOURCES
DEPARTMENT

T-7643
V.53 P.140

A change in POU POD POA USE of water.
In the name(s) of Kent Waliser

In my opinion (assuming the right is valid), the proposed change
MAY BE MADE WITHOUT INJURY WOULD RESULT IN INJURY* to an existing
water right.

The approval of this transfer application would result in injury
to other water rights because Rights will be unseparable
in the future (stacking to increase rate). Location
of user authorized use in Township 16N R10E S4N.

The existing right may not be valid because 10 acres coming
out where there is only 8.5 going in. Some
of 10 acre right may have been forfeited for non-use
(abandoned).

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

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

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

- _____ (1) PRIOR to the diverting of water at the new point of
diversion....
- X (2) WHEN IN the judgement of the watermaster it becomes
necessary....

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

1317W

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WATER RESOURCES DEPT.
SALEM, OREGON



Commerce Building
158 12th Street NE
Salem, OR 97310-0210
(503) 378-8739
FAX (503) 378-8130

71 "

T 7643
V.53 P. 140

State of Oregon
WATER RESOURCES DEPARTMENT
APPLICATION FOR TRANSFER OF WATER RIGHT

COPY

Applicant: Kent and Clarence Wallser
 Mailing Address: Route 2 Box 357
Milton-Freewater Oregon 97862 541/938-7427
City or Town State Zip Phone
 Type of Change: Change in Place of Use
(In point of diversion: place of use; use heretofore made of the water)

1. WATER RIGHT

- A) Is the water right in your name? No If not, list name below:
(Yes, No)
Pleasant View Irrigation Company
- B) Was the water right determined by a court decree? No
(Yes, No)
 1. If yes, list the title of the proceedings: N/A
 2. Certificate No: N/A
- C) Was the water right acquired by a water permit? Yes
(Yes, No)
 1. If yes, list the Permit No: Permit 1216 Primary & 26001 Supplemental
 2. Certificate No: Last recorded for Permit 1216 - 50401; Permit 26001 - 49482
- D) Date of priority right: Permit 1216 - 3/25/1912, Permit 26001 - 1/16/1959, 19
- E) What are your reasons for the proposed changes? To make room for old priority date water rights being transferred to these locations.
- F) The water will be completely applied to the proposed use on or before: October, 1997

2. LOCATION OF AUTHORIZED USE

A) What is the source of water (river, stream, well)? Little Walla Walla River

B) Describe the authorized point of diversion:

Location in Reference to Survey Corner	1/4, 1/4 of Section	Section	Township	Range
650'S & 450'W from NE Cor. Sec. 2	NE1/4 NE1/4	2	5N	35E W.M.

C) What is the name of the ditch used? Pleasant View Irrigation Company

D) What is the use to which the water is applied? Irrigation and supplemental irrigation

E) Give the location of the authorized area irrigated or place of use other than for irrigation?

Township	Range	Section	1/4, 1/4 of Section	No. of acres irrigated	
Kent 6N	36E W.M.	34	NE1/4 NW1/4 SE1/4	Primary Permit -1216 10.0	Supplemental Permit 26001 10.0
Clarence 6N	35E W.M.	34	NW1/4 SW1/4 SE1/4	10.0	

F) Is the land within an irrigation district? Yes X No

If yes, which district? Walla Walla Irrigation District

G) County Umatilla

3. LOCATION OF PROPOSED USE:

NOTE: Answer question A only if the application is for a change in the point of diversion.

A) Describe the proposed point of diversion:

Location in Reference to Survey Corner	1/4, 1/4 of Section	Section	Township	Range
N/A				
<u>OCT 21 1996</u>				

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WATER RESOURCES DEPT.
SALEM, OREGON

WATER RESOURCES DEPT.
SALEM, OREGON

NOTE: Answer questions B, C, D, and E only if the application is for a change in use, or place of use.

B) Are the lands from which you propose to transfer your water right free of all encumbrances? No
(Yes, No)

C) If no, give the description below of existing encumbrances:

Encumbrance	Held By	Amount
Kent Walliser: Mortgage	Bank of Commerce	over \$5,000
Kent Walliser: Mortgage	Kenneth Doherty	over \$5,000
Clarence Walliser: Deed of Trust	Bank of Commerce	
Clarence Walliser: Mortgage	State of Oregon	over \$5,000

D) What is the use to which the water will be applied? Irrigation and supplemental

E) Give the proposed location of the area irrigated, or place of use if other than for irrigation:

Township	Range	Section	1/4, 1/4 of Section	No. of acres irrigated	Supplementary Permit
Gibbon 6N	35E W.M.	34	NE1/4 SW1/4 SE1/4	Primary Permit -1216 8.1 acres.*	-26001 8.1
Clarence Walliser 6N	35E W.M.	34	NE1/4 SE1/4 SW1/4	1.9	1.9

4. EXHIBITS

The following exhibits shall be attached to and made part of the application:

- A) A map prepared by a Certified Water Right Examiner showing the location of the present and proposed points of diversion, the authorized and proposed places of use and, if any, lands from the existing right that would not be subject to transfer.
- B) A copy of the current recorded deed to the subject lands.
- C) Affidavits from any other landowners or encumbrance holders with interest in the original water right stating that they have no objection to the proposed transfer.
- D) Evidence that the water has been used within the last five years.

5. NAME AND ADDRESS OF RECEIVING LANDOWNER(S) IF OTHER THAN APPLICANT:

James S. Gibbon
P. O. Box 86012, Vancouver, Washington 98666

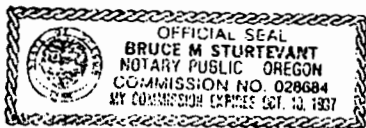
6. REMARKS: *The two 10 acres of primary water right are being placed on 10 acres of land.

This will bring the rate for these acres up to .025 cubic feet per second per acre. The supplemental right brings the rate up to 0.0375.

I(we) _____, applicant(s), hereby

swear that I(we) have read the above application for transfer of water right and that the statements made are true and correct. Dated and signed this 27 day of August, 1996.

Clarence Walliser
(Signature)
Kent Walliser
(Signature)



Subscribed and sworn to before me

Bruce M. Sturtevant
Julie M. Betancourt
Notary Public for Oregon

(Notarial Seal)



My commission expires: 10/10/97
10-31-97

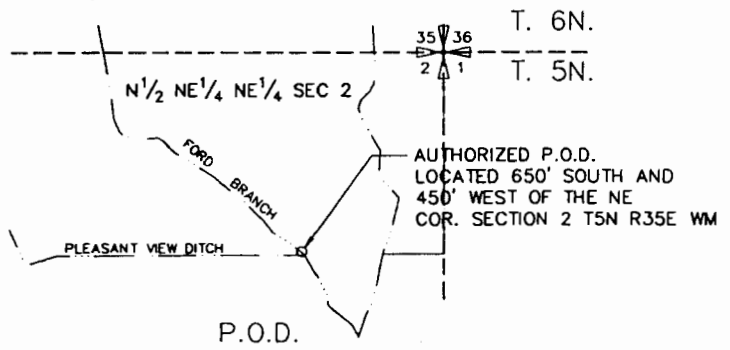
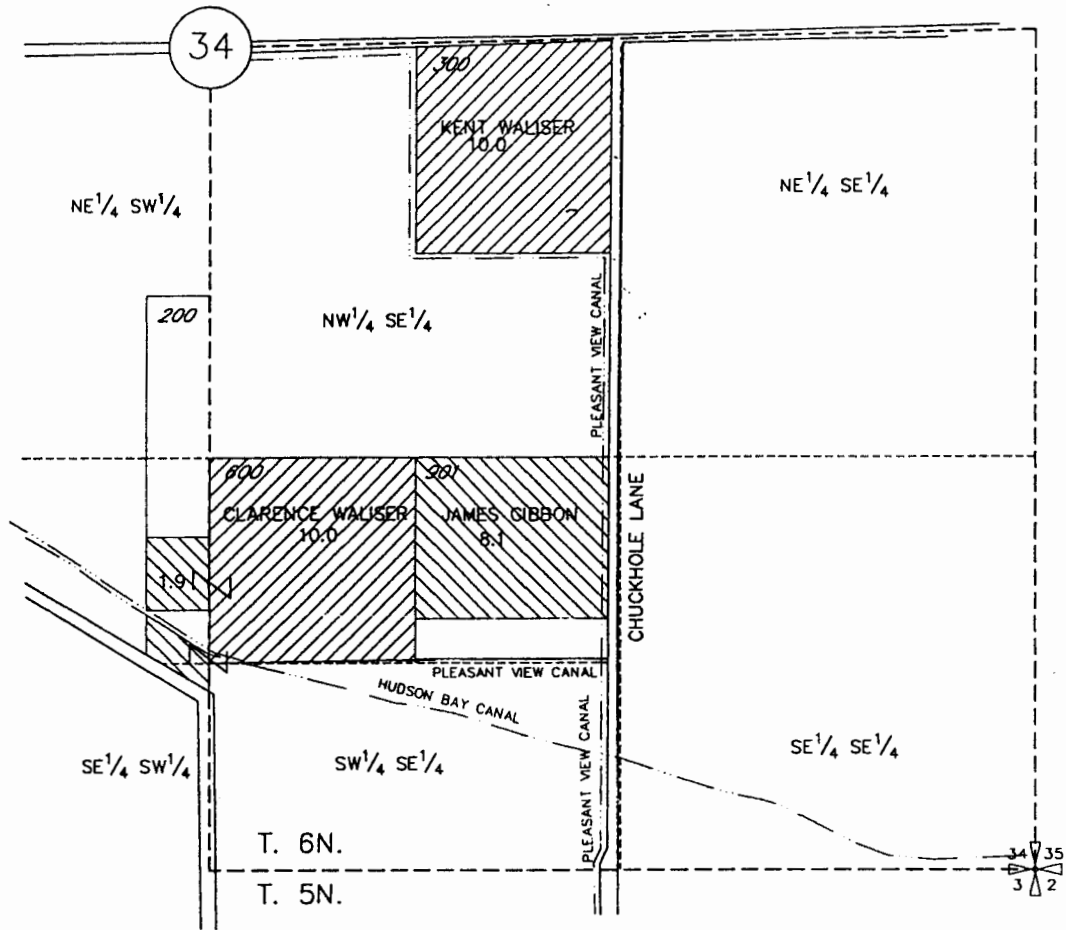
Cubic feet per second with a 1959 priority date. .0375 cubic feet per second is what the Walla Walla River decree allowed for these acres.

rights will be assigned under an application.

WATER RIGHT TRANSFER
 PRIMARY PERMIT 1216 AND
 SUPPLEMENTAL PERMIT 26001 FROM
 CLARENCE WALISER AND KENT WALISER
 TO JAMES GIBBON AND CLARENCE WALISER
 T5N AND 6N, R35E WM
 UMATILLA CO, OREGON

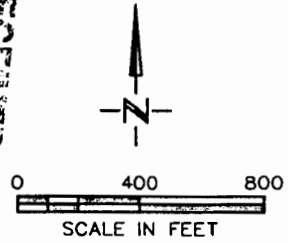
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
T-7643
 V.53 P.1403




Certified Water Right Examiner
 Dale H. Harschowitz
 State of Oregon
 May 29, 1992
 7/31/96

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FROM  PRIMARY PERMIT 1216, PRIORITY 3/25/1912
 SUPPLEMENTAL PERMIT 26001, PRIORITY 1/16/1959

TO  THIS ACREAGE WILL BE AUTHORIZED WITH THIS
 TRANSFER, AT A RATE OF 0.025 CFS PER ACRE (0.0125 CFS
 FROM NE 1/4 NW 1/4 SE 1/4 AND 0.0125 CFS FROM NW 1/4 SW 1/4 SE 1/4)
 UNDER PERMIT 1216 AND A RATE OF 0.0375 CFS
 PER ACRE UNDER PERMIT 26001.

3522.034
 3522WAL.DWG
 Architects & Engineers
 Kennewick, WA 99336

T7643

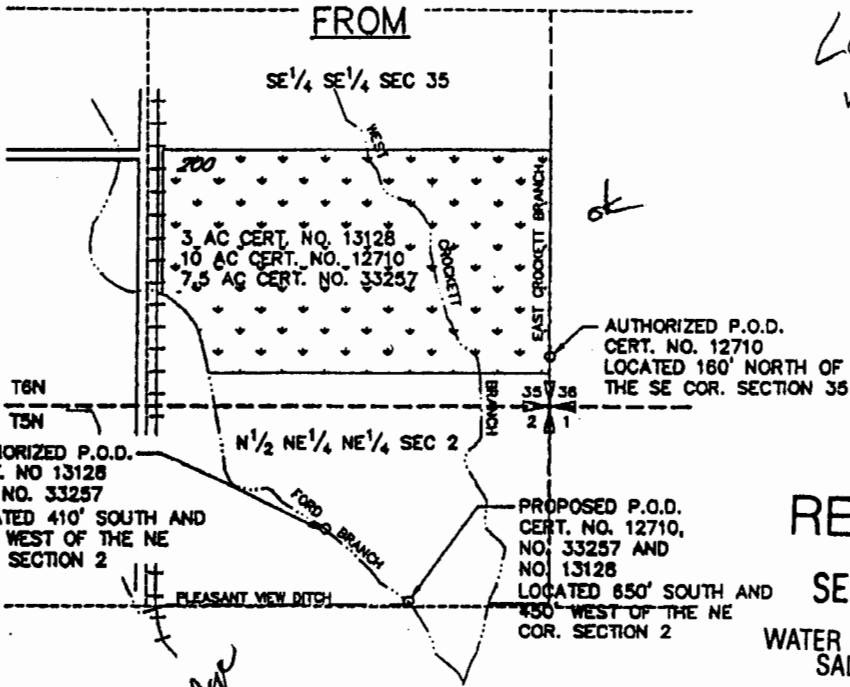
 Consultants, Inc.

6N-35W
Sec 34-SE
Lot 300

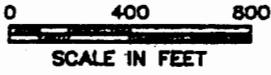
WATER RIGHT TRANSFER FROM KVAMME TO WALISER T5N AND 6N, R35E WM UMATILLA CO, OREGON

Handwritten: Murray
Pater
needed

Handwritten: West End
Ditch

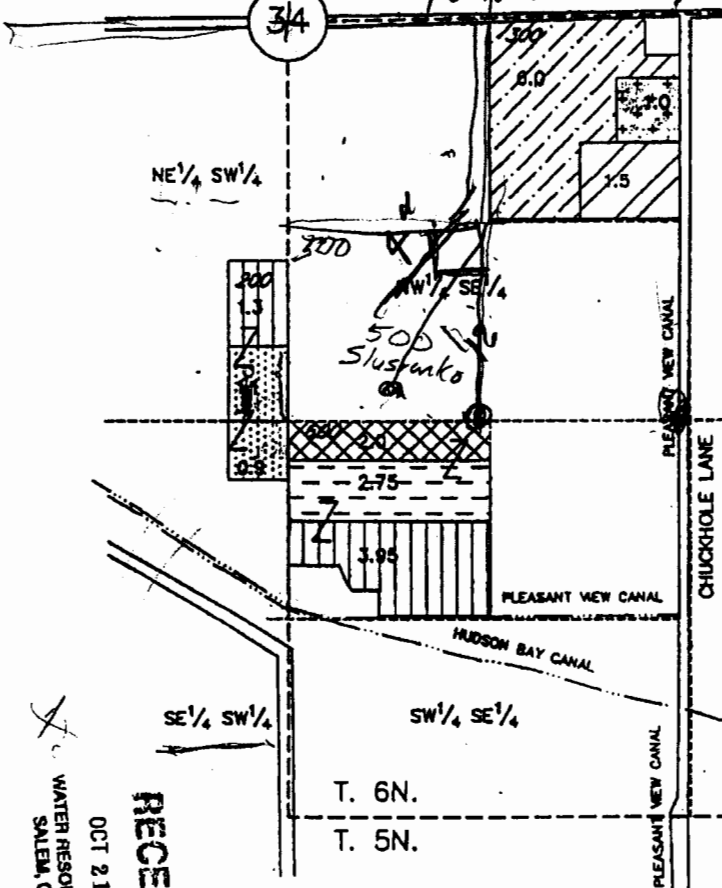


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Handwritten: Bridge
Yellow Lake TO

Handwritten: 3/10



LEGEND

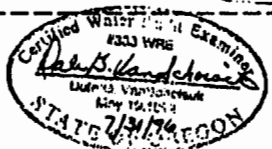
CERT. NO. PRIORITY DATE ACREAGE

CERT. NO.	PRIORITY DATE	ACREAGE
33257	1890	6.0
33257	1904	1.5
12710	1890	2.0
12710	1891	2.75
12710	1895	5.25
13128	1871	1.0
13128	1890	2.0

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T7642



3822.034
3822WAL2.DWG



100-100

POLICY OF TITLE INSURANCE

38 0283 106 00001275

CHICAGO TITLE INSURANCE COMPANY OF OREGON

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY OF OREGON, an Oregon corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

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CHICAGO TITLE INSURANCE COMPANY OF OREGON

Issued by:
AMERITITLE, INC.
P.O. BOX 1475
112 SE COURT
PENDLETON, OR 97801
(541) 276-2010

By:

Bradley J. Londo
President

[Signature]
Authorized Signature



By:

Thomas J. Adams
Secretary

ALTA OWNER'S POLICY (10-17-92)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable.

If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

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5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the

amount of insurance at Date of Policy bears to the value of the insured estate or interest at Date of Policy.

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT**(a) The Company's Right of Subrogation.**

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount if any, lost to the Company by subrogation of the impairment by the insured claimant of the Company's right of subrogation.

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(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at:

**Chicago Title Insurance Company of Oregon
Claims Department
P.O. Box 218
Portland, Oregon 97207**

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**WATER RESOURCES DEPT.
SALEM, OREGON**

TransType: SI.Ind: Inf.End.: Code: Code: Code: Code: ReIssue Amount:
X \$65,000.00
File #: Policy #: Date of Policy: Amt of Ins: Premium
37194M 38 0283 106 00001275 May 4, 1999 \$74,554.80 \$306.00

SCHEDULE A

DATE OF POLICY: May 4, 1999
at 11:16 a.m.

POLICY NO.: 38 0283 106 00001275
ORDER NO.: 37194M

AMOUNT OF INSURANCE: \$74,554.80

PREMIUM: \$306.00

1. NAME OF INSURED:

EARL E. BROWN & SONS, INC., an Oregon corporation

2. THE ESTATE OR INTEREST IN THE LAND WHICH IS COVERED BY THIS POLICY IS:

FEE SIMPLE

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS VESTED IN:

EARL E. BROWN & SONS, INC., an Oregon corporation

4. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

SEE ATTACHED LEGAL DESCRIPTION

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SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

GENERAL EXCEPTIONS:

1. a) Taxes or Assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
b) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. a) Easements, liens, encumbrances, interest, or claims thereof which are not shown by the public records.
b) Any facts, rights, interests, easements or claims which are not shown by the public records but which could be as ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
4. a) Unpatented mining claims; b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

SPECIAL EXCEPTIONS:

1. The assessment roll and the tax roll disclose that the within described premises were specially assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax, interest and penalties thereon may be levied for the years in which the land was subject to the special land use assessment.
2. These premises are within the boundaries of the Walla Walla River Irrigation District, and are subject to the levies, assessments and easements thereof, if any (Affects Tract I).
3. Agreement regarding Bridge, including the terms and provisions thereof, between the Pleasant View Irrigation Co., a corporation, and Bill D. Sturgeon and Amy Sturgeon, husband and wife, recorded February 21, 1957 in Book 240, Page 292, Umatilla County Deed Records (Affects Tract II, Lot 4 only).
4. Agreement, including the terms and provisions thereof, between Pleasant View Irrigation Company, a corporation, and Maude Price McKenzie and C. Jan McKenzie, her husband, recorded February 21, 1957 in Book 240, Page 295, Umatilla County Deed Records (Affects Tract II, Lot 4 only).

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5. Deed of Trust, including the terms and provisions thereof, executed by Earl E. Brown and Sons, Inc., as grantor, to AmeriTitle as trustee for Bank of Commerce, Beneficiary, Dated April 27, 1999, Recorded May 4, 1999, in Reel 350, Page 368, Umatilla County Microfilm Records, given to secure the payment of \$78,561.47.

6N 35 34 C 600 7-14
Serial No. 129733

6N 35 34 D 500 7-8
Serial No. 135061

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Legal Description
File No. 37194

PARCEL I:

TRACT I:

That portion of the West Half of the Northwest Quarter of the Southeast Quarter of Section 34, Township 6 North, Range 35, described as follows:

Commencing at the Northwest corner of the Southeast Quarter of Section 34, Township 6 North, Range 35; running thence South 1325.4 feet; thence East 665.4 feet; thence North 1326.15 feet; thence West 664.8 feet to the place of beginning;

EXCEPTING THEREFROM the following tract of land, to wit:

Commencing at the Northwest corner of the Southeast Quarter of Section 34, Township 6 North, Range 35; running thence South 665.23 feet; thence at right angles East 332.4 feet; thence at right angles South 131.05 feet; thence at right angles East 332.4 feet to the East line of that tract of land conveyed to C.W. Rasmussen and Marieta L. Rasmussen, husband and wife, by Deed recorded in Book 177, Page 311, Umatilla County Deed Records; thence North along the East line of said Rasmussen tract a distance of 796.28 feet to the Northeast corner thereof; thence West 664.8 feet to the place of beginning;

All being East of the Willamette Meridian, in the County of Umatilla and State of Oregon;

N/E
EXCEPTING the North 15 feet thereof for road purposes, and also excepting any and all water rights of way;

TRACT II:

Beginning at the Northwest corner of the Southeast Quarter of Section 34, Township 6 North, Range 35; thence South along the West line of said Southeast Quarter, 665.23 feet; thence East at right angles 20 feet; thence North and parallel with the West line of said Southeast Quarter 665.23 feet to the North line of said Southeast Quarter; thence West along said North line 20 feet to the point of beginning;

EXCEPTING the North 15 feet thereof for road purposes;

All being East of the Willamette Meridian, in the County of Umatilla and State of Oregon;

ALSO Excepting any and all water rights of way.

PARCEL II:

W
North 454.2 feet of Lots 4, 5, and 6, VERT'S PLEASANT VIEW ADDITION, located in the Southwest Quarter of Section 34, Township 6 North, Range 35, E. W. M., Umatilla County, Oregon.

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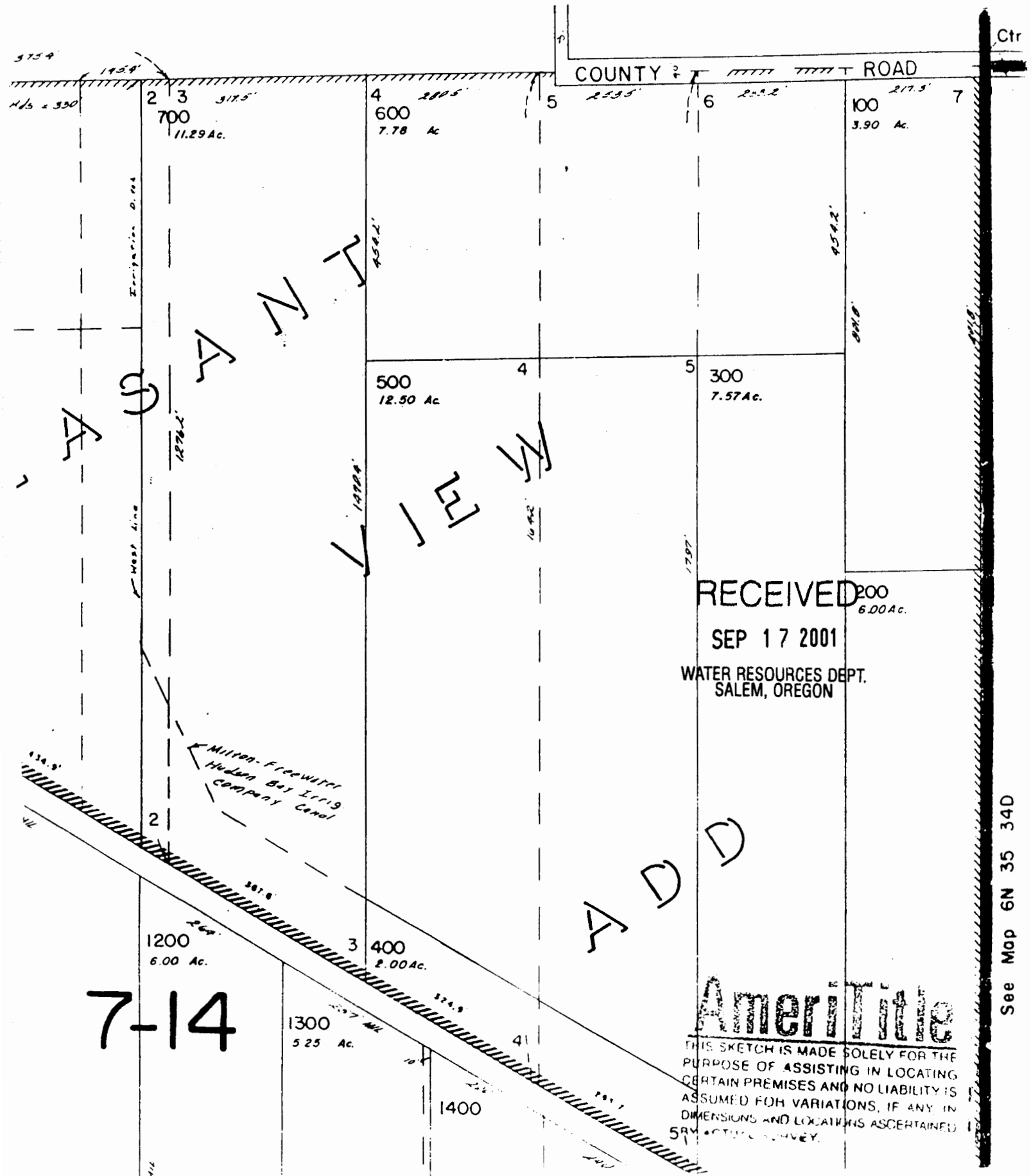
SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

1"=200'

See Map 6N 35 34B

Aerial Phot



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 WATER RESOURCES DEPT.
 SALEM, OREGON

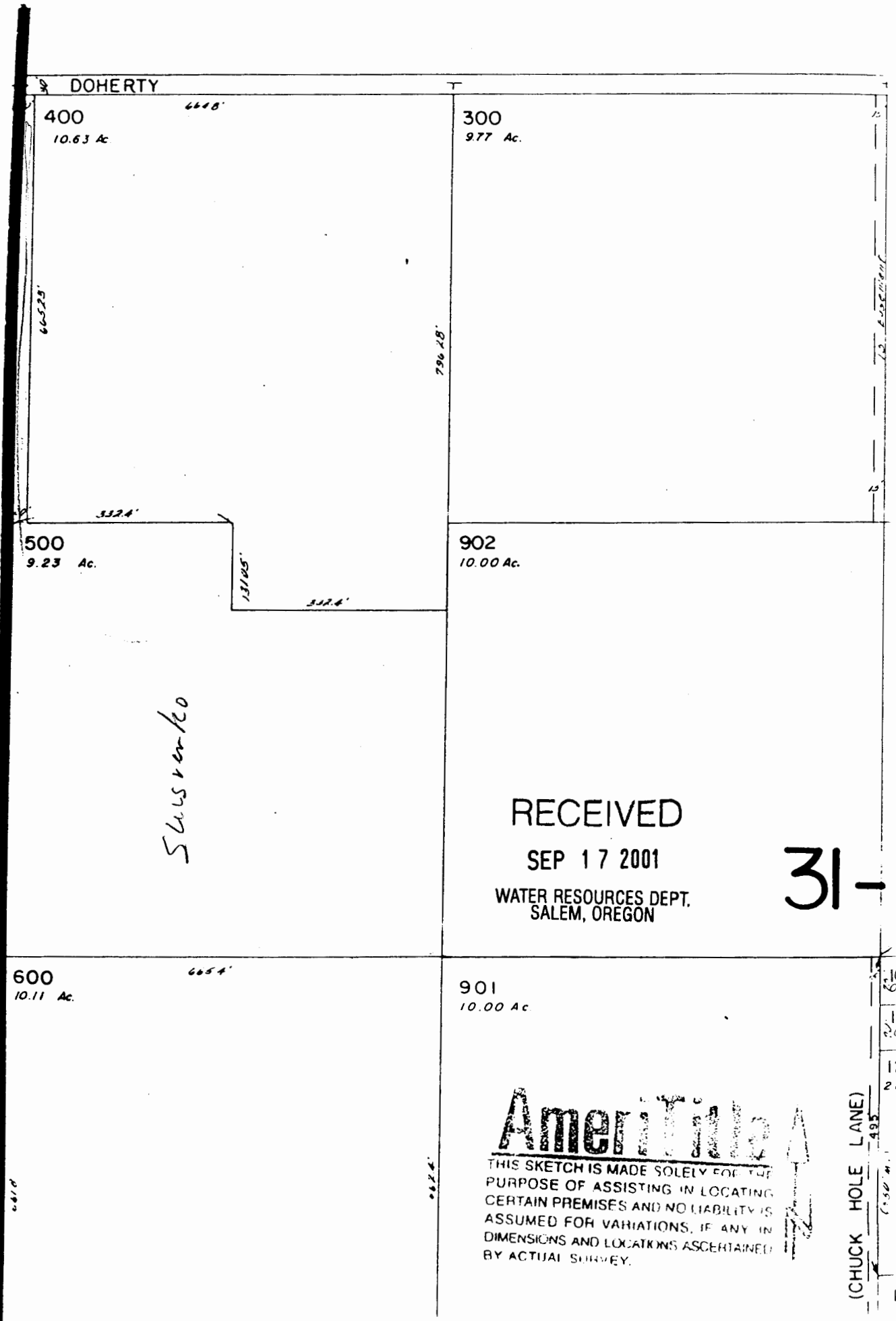
AmeriTitle
 THIS SKETCH IS MADE SOLELY FOR THE
 PURPOSE OF ASSISTING IN LOCATING
 CERTAIN PREMISES AND NO LIABILITY IS
 ASSUMED FOR VARIATIONS, IF ANY, IN
 DIMENSIONS AND LOCATIONS ASCERTAINED
 BY ACTUAL SURVEY.

7-14

See Map 6N 35 34D

Ctr. Sec.

See Map 6N 35 34C



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WATER RESOURCES DEPT.
SALEM, OREGON

31-

AmeriTitle

THIS SKETCH IS MADE SOLELY FOR THE
PURPOSE OF ASSISTING IN LOCATING
CERTAIN PREMISES AND NO LIABILITY IS
ASSUMED FOR VARIATIONS, IF ANY IN
DIMENSIONS AND LOCATIONS ASCERTAINED
BY ACTUAL SURVEY.

(CHUCK HOLE LANE)

STATE OF OREGON

COUNTY OF UMATILLA

Lot 500
6N35E Sec 34
S1/4 SE Lot 500

CERTIFICATE OF WATER RIGHT

This Is to Certify, That PLEASANT VIEW IRRIGATION COMPANY

of Route 2, Box 30, Milton-Freewater, State of Oregon 97862, has made proof to the satisfaction of the Water Resources Director, of a right to the use of the waters of Little Walla Walla River

a tributary of Walla Walla River for the purpose of supplemental irrigation of 1137.18 acres

under Permit No. 26001 and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from January 16, 1959

that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 28.43 cubic feet per second

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the NE 1/4 NE 1/4, Section 2, T5N, R35E, WM

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to 0.0375 of one cubic foot per second per acre,

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

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

20.00 acres S 1/2 NW 1/4 NW 1/4 Section 2
2.43 acres NE 1/4 NW 1/4 Section 3
Township 5 North, Range 35 East, W.M.

10.00 acres NW 1/4 NW 1/4 ✓
40.00 acres SW 1/4 NW 1/4 ✓
10.00 acres NE 1/4 SW 1/4 ✓
40.00 acres NW 1/4 SW 1/4 ✓
40.00 acres SW 1/4 SW 1/4 ✓
40.00 acres SE 1/4 SW 1/4 ✓

Section 27
40.00 acres SE 1/4 SW 1/4 ✓
40.00 acres NE 1/4 SE 1/4 ✓
40.00 acres SW 1/4 SE 1/4 ✓
40.00 acres SE 1/4 SE 1/4 ✓

Section 28
40.00 acres NW 1/4 SW 1/4 ✓
20.00 acres SE 1/4 SE 1/4 ✓

Section 29
Township 6 North, Range 35 East, W.M.

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WATER RESOURCES DEPT.
SALEM, OREGON

Plasitt, Vol. 1, Little Walla Walla River

4242

494

Recorded in State Record of Water Right Certificates, Volume 43, page 4942

- 20.00 acres NE 1/4 NE 1/4 ✓
- 40.00 acres SE 1/4 NE 1/4 ✓
- Section 32
- 40.00 acres NE 1/4 NE 1/4 ✓
- 40.00 acres NW 1/4 NE 1/4 ✓
- 33.00 acres SW 1/4 NE 1/4 ✓
- 10.00 acres SE 1/4 NE 1/4 ✓
- 38.00 acres NE 1/4 NW 1/4 ✓
- 35.00 acres NW 1/4 NW 1/4 ✓
- 40.00 acres SW 1/4 NW 1/4 ✓
- 40.00 acres SE 1/4 NW 1/4 ✓
- 38.50 acres NE 1/4 SW 1/4 ✓
- 40.00 acres NW 1/4 SW 1/4 ✓
- 13.00 acres NW 1/4 SE 1/4 ✓
- Section 33
- 33.00 acres NE 1/4 NW 1/4 ✓
- 20.00 acres SW 1/4 NW 1/4 ✓
- 20.00 acres SE 1/4 NW 1/4 ✓
- 35.25 acres NE 1/4 SW 1/4 ✓
- 38.00 acres NW 1/4 SW 1/4 ✓
- 12.50 acres SW 1/4 SW 1/4 ✓
- 40.00 acres SE 1/4 SW 1/4 ✓
- 40.00 acres NW 1/4 SE 1/4 ✓
- 10.00 acres SW 1/4 SE 1/4 ✓
- Section 34
- 38.50 acres SE 1/4 SW 1/4 ✓
- Section 35

Township 6 North, Range 35 East, W.M.

This certificate describes that portion of the water right confirmed by the prior certificate recorded at page 46242, Volume 38, State Record of Water Right Certificates, NOT canceled by the provisions of orders of the Water Resources Director entered June 30, 1975, April 5, 1979, and March 18, 1980.

The issuance of this superseding certificate does not confirm the status of the water right in reference to ORS 540.610.

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WATER RESOURCES DEPT.
SALEM, OREGON

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described. and is subject to the existing minimum flow policies established by the Water Policy Review Board.

WITNESS the signature of the Water Resources Director, affixed

this date. September 4, 1980

James E. Kern
Water Resources Director

STATE OF OREGON
 COUNTY OF UMATILLA
 CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO
 PLEASANT VIEW IRRIGATION COMPANY
 MILTON-FREEWATER, OREGON 97862

confirms the right to use the waters of the LITTLE WALLA WALLA RIVER, a tributary of the WALLA WALLA RIVER, for IRRIGATION of 587.68 ACRES.

This right was perfected under Permit 1216. The date of priority is MARCH 25, 1912. The amount of water to which this right is entitled is limited to an amount actually beneficially used and shall not exceed 7.35 CUBIC FOOT PER SECOND or its equivalent in case of rotation, measured at the point of diversion from the source.

The point of diversion is located as follows:

SE $\frac{1}{4}$ SE $\frac{1}{4}$, SECTION 35, T 6 N, R 35 E, WM; 5 FEET NORTH AND 1100 FEET WEST FROM THE SE CORNER, SECTION 35..

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

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

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

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 WATER RESOURCES DEPT.
 SALEM, OREGON

NE $\frac{1}{4}$ NW $\frac{1}{4}$ 2.43 ACRES	NE $\frac{1}{4}$ NE $\frac{1}{4}$ 40.00 ACRES
SECTION 3	NW $\frac{1}{4}$ NE $\frac{1}{4}$ 20.00 ACRES
TOWNSHIP 5 NORTH,	SW $\frac{1}{4}$ NE $\frac{1}{4}$ 6.00 ACRES
RANGE 35 EAST, W.M.	NE $\frac{1}{4}$ NW $\frac{1}{4}$ 38.00 ACRES
NW $\frac{1}{4}$ NW $\frac{1}{4}$ 10.00 ACRES	NW $\frac{1}{4}$ NW $\frac{1}{4}$ 35.00 ACRES
SW $\frac{1}{4}$ NW $\frac{1}{4}$ 40.00 ACRES	SW $\frac{1}{4}$ NW $\frac{1}{4}$ 40.00 ACRES
NW $\frac{1}{4}$ SW $\frac{1}{4}$ 40.00 ACRES	NE $\frac{1}{4}$ SW $\frac{1}{4}$ 22.50 ACRES
SW $\frac{1}{4}$ SW $\frac{1}{4}$ 20.00 ACRES	NW $\frac{1}{4}$ SW $\frac{1}{4}$ 40.00 ACRES
SECTION 27 ✓	NW $\frac{1}{4}$ SE $\frac{1}{4}$ 13.00 ACRES
SE $\frac{1}{4}$ SW $\frac{1}{4}$ 40.00 ACRES	SECTION 33 ✓
SW $\frac{1}{4}$ SE $\frac{1}{4}$ 30.00 ACRES	NE $\frac{1}{4}$ NW $\frac{1}{4}$ 14.20 ACRES
SECTION 28 ✓	SE $\frac{1}{4}$ NW $\frac{1}{4}$ 10.00 ACRES
	NE $\frac{1}{4}$ SW $\frac{1}{4}$ 25.25 ACRES
	NW $\frac{1}{4}$ SW $\frac{1}{4}$ 38.00 ACRES
	SW $\frac{1}{4}$ SW $\frac{1}{4}$ 12.50 ACRES
	SE $\frac{1}{4}$ SW $\frac{1}{4}$ 30.80 ACRES
	S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ 20.00 ACRES
	SECTION 34 ✓
	TOWNSHIP 6 NORTH,
	RANGE 35 EAST, W.M.

This certificate describes that portion of the water right confirmed by Certificate 50401, State Record of Water Right Certificates, NOT modified by the provisions of an order of the Water Resources Director entered NOV 8 1999, approving Transfer Application 7643.

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

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

WITNESS the signature of the Water Resources

Director, affixed NOV 8 1999.


for Martha S. Pagel, Director

Recorded in State Record of Water Right Certificates numbered 76329.

T-7643.LHN

STATE OF OREGON

COUNTY OF UMATILLA

PERMIT TO APPROPRIATE THE PUBLIC WATERS

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SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

THIS PERMIT IS HEREBY ISSUED TO

JACK SLUSARENKO
RT 2 BOX 355
MILTON FREEWATER, OREGON 97862

(541) 938-5623

The specific limits for the use are listed below along with conditions of use.

APPLICATION FILE NUMBER: G-14134

SOURCE OF WATER: A WELL IN PINE CREEK BASIN

PURPOSE OR USE: SUPPLEMENTAL IRRIGATION OF 19.03 ACRES

MAXIMUM RATE: 0.238 CUBIC FOOT PER SECOND

PERIOD OF USE: MARCH 1 THROUGH OCTOBER 31

DATE OF PRIORITY: JULY 20, 1995

POINT OF DIVERSION LOCATION: NW 1/4 SE 1/4, SECTION 34, TOWNSHIP 6 NORTH, RANGE 35 EAST, W.M.; 1400 FEET NORTH & 385 FEET EAST FROM S 1/4 CORNER, SECTION 34

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

THE PLACE OF USE IS LOCATED AS FOLLOWS:

SW 1/4 NE 1/4 9.8 ACRES

NW 1/4 SE 1/4 9.23 ACRES

SECTION 34

TOWNSHIP 6 NORTH, RANGE 35 EAST, W.M.

Measurement, recording and reporting conditions:

- A. Before water use may begin under this permit, the permittee shall install a meter or other suitable measuring device as approved by the Director. The permittee shall maintain the meter or measuring device in good working order.
- B. The permittee shall allow the watermaster access to the meter or measuring device; provided however, where the meter or measuring device is located within a private structure, the watermaster shall request access upon reasonable notice.

Application G-14134 Water Resources Department

PERMIT G-12816

- C. The Director may require the permittee to keep and maintain a record of the amount (volume) of water used and may require the permittee to report water use on a periodic schedule as established by the Director. In addition, the Director may require the permittee to report general water use information, the periods of water use and the place and nature of use of water under the permit. The Director may provide an opportunity for the permittee to submit alternative reporting procedures for review and approval.

This right is limited to any deficiency in the available supply of any prior right existing for the same land.

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

STANDARD CONDITIONS

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

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

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

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

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

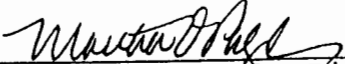
By law, the land use associated with this water use must be in compliance with statewide land-use goals and any local acknowledged land-use plan.

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

The Director finds that the proposed use(s) of water described by this permit, as conditioned, will not impair or be detrimental to the public interest.

Actual construction of the well shall begin within one year from permit issuance, and shall be completed on or before October 1, 1998. Complete application of the water to the use shall be made on or before October 1, 1999.

Issued September 30, 1996



Martha O. Pagel, Director
Water Resources Department

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SALEM, OREGON

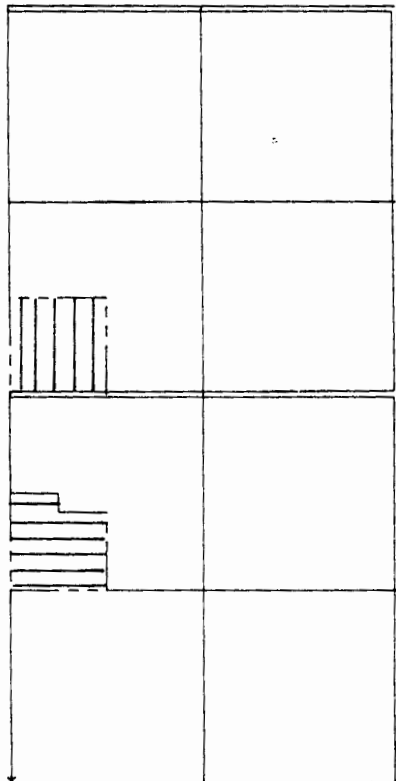
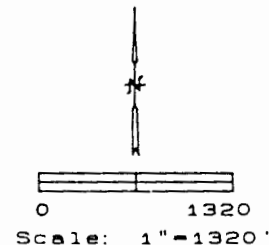
Application G-14134 Water Resources Department
Basin 07 Volume 2 Pine Creek & ~~Misc.~~ & Wells
MGMT.CODE 7BG, 7BR

PERMIT G-12816
District 05

T. 6N.. R. 35E.. W.M.

FROM
E1/2
SEC. 34

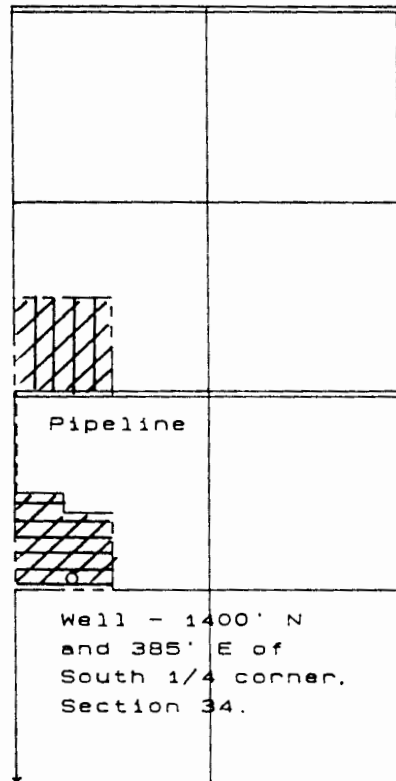
TO
E1/2
SEC. 34



x = Found Brass
Capped Monument

Present:
 SW1/4 SW1/4 NE1/4
 9.8 Acres
 Permit 3543
 Permit 39035
 Permit 11472
 Permit GR3740
 Little Walla Walla
 River Decree Map
 Roy Samuels 9.8 Ac.

SW1/4 NW1/4 SE1/4
 9.23 Acres
 Permit 45372
 Certificate 64624



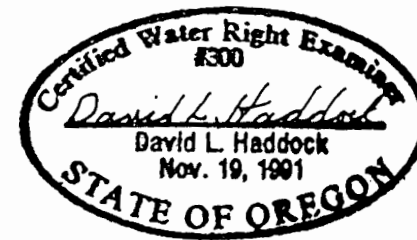
Pipeline

Well - 1400' N
and 385' E of
South 1/4 corner,
Section 34.

Intended Use
Well

SW1/4 SW1/4 NE1/4
 9.8 Ac. Supplemental
 0.244 cfs

SW1/4 NW1/4 SE1/4
 9.23 Ac. Supplemental
 0.231 cfs



RENEWS 6-30-97

NOTE:
 The information shown
 on this map is solely
 for Water Rights
 purposes. The data
 shown does not represent
 ownership information.

Application No. 6-14134
 Permit No. G12816

Owner:
 Mr. Jack Slusarenko
 Route 2 Box 355
 Yellow Jacket Road
 Milton-Freewater, OR 97862
 (503) 938-5623

WATER RESOURCES DEPT.
 SALEM, OREGON

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Survey By:
 CWRE 300 (renews 6-30-97)
 David L. Haddock
 P.O. Box 1574
 Pendleton, OR 97801
 Date: May 1995

JUL 20 1995

JUL 10 1995

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 6-14816

WATER RESOURCES DEPT.
 SALEM, OREGON

39034

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SP-35647-630

SP-35647-630

SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

STATE OF OREGON

COUNTY OF

UMATILLA

CERTIFICATE OF WATER RIGHT

This Is to Certify, That JACK D. & JUANITA SLUSARENKO

of Rt. 2, Box 355, Milton-Freewater, State of Oregon, 97862, has made proof to the satisfaction of the Water Resources Director, of a right to the use of the waters of Ford Branch Little Walla Walla River

a tributary of Walla Walla River for the purpose of frost protection

under Permit No. 39034 and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from April 15, 1974

that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 1.11 cubic feet per second

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 35, T. 6 N., R. 35 E., W. M., 500 feet West from the SE Corner, Section 35

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to-----of one cubic foot per second per acre,

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

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 28
NW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 34
T. 6 N., R. 35 E., W. M.

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described and is subject to the existing minimum flow policies established by the Water Policy Review Board.

WITNESS the signature of the Water Resources Director, affixed

this date. May 25, 1979

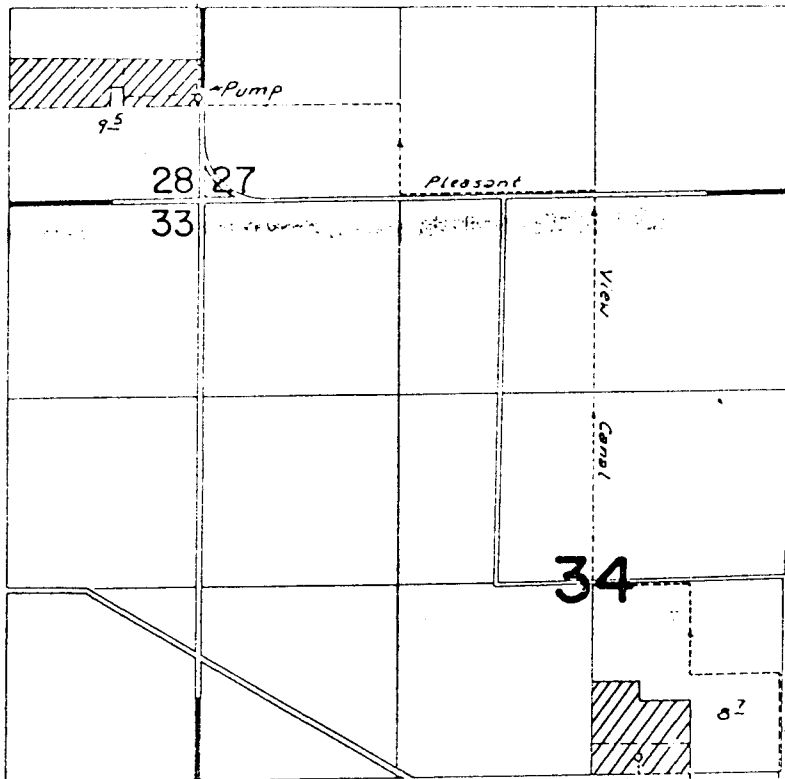
James E. Slusarenko
Water Resources Director

Recorded in State Record of Water Right Certificates, Volume 41, page 48082

Basin 7, Vol. 2 Little Walla Walla R. Meoic

39034

T. 6 N., R. 35 E., W.M.

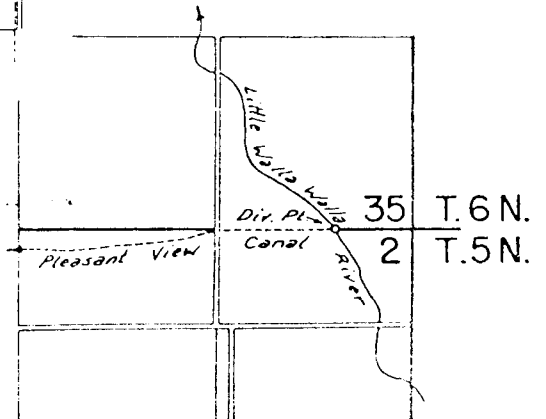


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WATER RESOURCES DEPT.
SALEM, OREGON

Div. Pl. Loc: 500' W. from SE. Cor Sec. 35



FINAL PROOF SURVEY UNDER

Application No. 51839 Permit No. 39034
IN NAME OF

Jack D. & Juanita Slusarenko

Surveyed Apr. 7 1976, by CR KING

NZ-5MM-66 & 69 *AK*

Wk
#5

STATE OF OREGON
COUNTY OF UMATILLA
CERTIFICATE OF WATER RIGHT

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WATER RESOURCES DEPT.
SALEM, OREGON

THIS CERTIFICATE ISSUED TO

JACK D. AND JUANITA SLUSARENKO
ROUTE 2, BOX 355
MILTON-FREEWATER, OREGON 97862

confirms the right to use the waters of FORD BRANCH OF THE LITTLE WALLA WALLA RIVER, a tributary of WALLA WALLA RIVER, for the purpose of FROST PROTECTION ON 18.2 ACRES.

The right has been perfected under Permit 45372. The date of priority is NOVEMBER 20, 1980. The right is limited to not more than 1.62 CUBIC FEET PER SECOND or its equivalent in case of rotation, measured at the point of diversion from the source.

The point of diversion is located as follows:

SE 1/4 SE 1/4, SECTION 35, T 6 N, R 35 E, W.M.; 500 FEET WEST FROM THE SE CORNER OF SECTION 35.

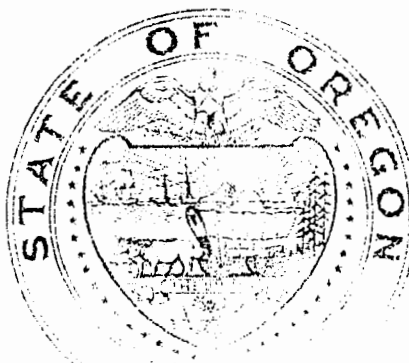
The right shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use under the right, and to which such right is appurtenant, is as follows:

SE 1/4 SE 1/4 9.5 ACRES
SECTION 28

NW 1/4 SE 1/4 8.7 ACRES
SECTION 34

TOWNSHIP 6 NORTH, RANGE 35 EAST, W.M.



The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described. The right is subject to minimum flows established by the Water Resources Commission with an effective date prior to this right.

WITNESS the signature of the Water Resources Director, affixed this date AUGUST 14, 1990.

/s/ WILLIAM H. YOUNG

Water Resources Director

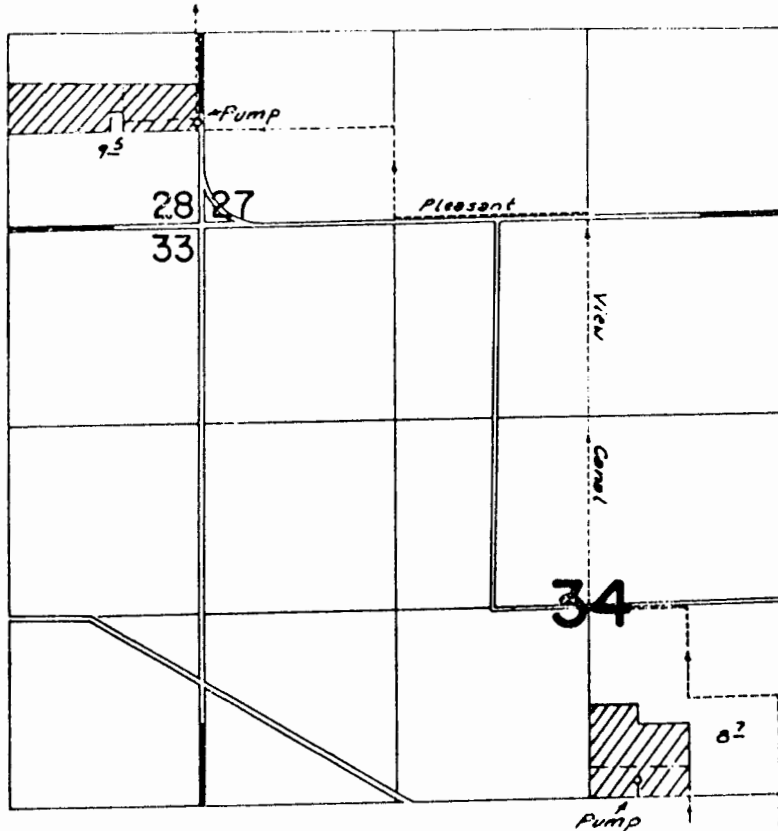
Recorded in State Record of Water Right Certificates numbered 64624.

59845

T.6N., R.35E., W.M.

Application No. 51839
Permit No.

45372

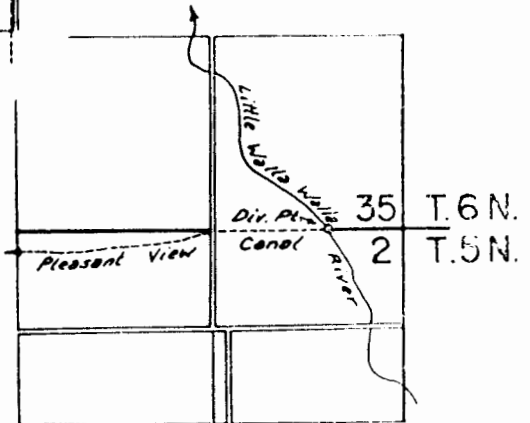


Div. Pt. Loc.: 500' W. from SE. Cor. Sec. 35

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WATER RESOURCES DEPT.
SALEM, OREGON



FINAL PROOF SURVEY
UNDER

RECEIVED

Application No. ~~51839~~ Permit No. ~~39034~~
IN NAME OF

Jack D. & Juanita Slusarenko

Surveyed *Apr. 7 1976* by *CR KING*

NOV 20 1980
WATER RESOURCES DEPT.
SALEM, OREGON

NZ-5MM-66 & 69 *SD*

Abstract of Ground Water Registration

Registration No. GR-3847

Certificate No. GR-3504

Name **Jack D. and Juanita L. Slusarenko**
 Address **Route 2, Box 364**
Milton-Freewater, Oregon

Source of water supply **Pump Well**

Use **Irrigation**

Point of diversion **1315' S. and 655' E. of center of Sec. 34; being within the**
SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 34, T. 6 N., R. 35 E., W.M., in the county
of Umatilla.

Number of acres **9.5**

DESCRIPTION OF LAND TO BE IRRIGATED OR PLACE OF USE

Twp	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$			
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$
6 N	35 E	34														9.5		

Priority date **1920**

Amount of water claimed **300 g.p.m.**

Time limit to completely apply water **Completed** extended to _____ extended to _____

Remarks: **Surplus right Pleasant View**

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SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

mgh

Basin 7 Vol. 1

CONTRACT FOR SALE OF REAL AND PERSONAL PROPERTY

THIS AGREEMENT, made this 9TH day of June, 1967

by CLAUDE M. BRADFIELD and KATIE BRADFIELD, husband and wife,
herein called VENDOR and EARL E. BROWN and LORRAINE BROWN,
husband and wife, herein called PURCHASER;

WITNESSETH:

Vendor agrees to sell to Purchaser and Purchaser agrees to purchase that certain land and all improvements thereon, situated in Umatilla County, State of Oregon, bounded and described on the attached Exhibit "A", together with those items of personal property set forth on the attached Exhibit "B", both of which are attached hereto and by reference made a part hereof.

The purchase price of the property, which purchaser agrees to pay shall be the sum of \$27,000 for the real property and \$3,000 for the personal property, for a total of \$30,000, payable as follows:

(a) \$5,000 which is paid upon execution hereof.

(b) The remaining balance of \$25,000 shall be paid in annual installments as follows:

(1) \$3,000, plus interest at the rate of 6% percent per annum on August 1, 1967;

(2) \$2500, plus interest at the rate of 6% percent per annum on November 1, 1968 and a like amount of \$2500 plus interest, on the 1st day of November each and every year thereafter until the full amount of principal and interest is paid.

Interest on all unpaid balances shall commence on the date of execution of this agreement.

Purchaser shall have the privilege at any time to increase any annual payment or prepay the whole of the balance then due.

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SALEM, OREGON

In the event Purchaser fails to pay, when due, any amounts required of them to be paid hereunder, Vendor may pay any or all such amounts. If Vendor makes any such payments the amounts thereof shall be added to the purchase price of the property on the date such payments are made by Vendor and such amounts shall bear interest at the same rate as provided above.

All taxes levied against the above described property for the current tax year shall be prorated between Vendor and Purchaser as of June 1, 1967. Purchaser agrees to pay all taxes which are hereafter levied against the property and all public, municipal and statutory liens which may be hereafter lawfully imposed upon the premises.

Purchaser shall keep the buildings now located on the premises in proper condition and shall keep such buildings insured against loss or damage by fire in an amount of its full insurable value; loss, if any, payable to the parties hereto according to their respective interests; said policy of fire insurance shall be delivered to the Vendor and retained by him until the purchase price is fully paid.

Purchaser agrees to till, farm and cultivate said premises in a good husbandlike manner and in accordance with the standards of good farming as carried on in the vicinity where the property is located.

Purchaser shall be entitled to possession of the property upon execution hereof subject to the rights of the present Tenant of the house, with Purchaser to receive the rent due July 1, 1967.

Purchaser agrees that all improvements now located on which shall hereafter be placed on the premises, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Vendor. Purchaser shall not commit or suffer any waste of the property or any improvements thereon, or improvements thereon, and all alterations thereof in good condition and repair.

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As part of the consideration of this purchase, Vendor grants to Purchaser the first right to purchase the following described property at such price and upon such terms as Vendor may receive in a bonafide offer from a third party:

Beginning at a point that is 972 feet South of the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 35, Township 6 North, Range 35; said point being on the West line of the North 18 feet from the Southwest corner of a tract conveyed to Claude W. Bradfield et ux, by deed recorded September 13, 1933, at page 187 of the 1933-34 volume of the Oregon State Register, thence East along the South line of said Bradfield tract, a distance of 120 feet; thence North and parallel to the West line of said Bradfield tract a distance of 72 feet; thence West parallel to the South line of said Bradfield tract a distance of 120 feet to the West line thereof; thence South along the West line of said Bradfield tract a distance of 72 feet to the point of beginning.

All being EWM in the County of Umatilla and State of Oregon.

Excepting any and all water rights and water rights of way.

Vendor shall furnish at his expense, a Purchaser's title insurance policy in the amount of \$27,000 within 30 days from the date hereof insuring Purchaser against loss or damage sustained by him by reason of the unmarketability of Vendor's title, or liens or encumbrances thereon, excepting matters contained in usual printed exceptions in such title insurance policies, easements, conditions and restrictions of record and encumbrances herein specified, if any.

Vendor covenants that he is the owner of the above described property free of all encumbrances.

As soon as practicable following the execution of this agreement Vendor shall deliver in escrow to THE OREGON BANK, Milton-Freewater, Oregon:

(a) A warranty deed to the property free and clear of all encumbrances, said deed to be executed by Vendor with Purchaser as the grantee.

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(b) An executed copy of this agreement.

WATER RESOURCES DEPT.
SALEM, OREGON

(c) A bill of sale for the personal property. It is understood and agreed that the said Bill of Sale shall be delivered to Purchaser at the time the August 1, 1967 payment is made.

In the event that Purchaser shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, Vendor shall, at his option, subject to the requirements of notice as hereinafter provided, have the following rights:

(a) To foreclose this contract by strict foreclosure in equity.

(b) To declare the full unpaid balance of the purchase price immediately due and payable.

(c) To specifically enforce the terms of this agreement by suit in equity.

(d) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages, the amount of the payment theretofore made upon said premises. Under this option all of the right, title and interest of Purchaser shall revert and revest in Vendor without any act of re-entry or without any other act by Vendor to be performed, and Purchaser agrees to peaceably surrender the premises to Vendor, or in default thereof Purchaser, may, at the option of Vendor, be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such.

Purchaser shall not be deemed in default for failure to perform any covenant or condition of this contract until notice of said default has been given by Vendor to Purchaser and Purchaser shall have failed to remedy said default within 30 days after the giving of the notice. Notice for this purpose shall be deemed to have been given by Vendor to Purchaser by the deposit in the mails of a certified letter containing said notice and addressed to purchaser at his last known address.

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the prevailing party shall recover such sum as the court may adjudge reasonable as attorney fees in said suit or action and on any appeal therefrom.

Failure by the Vendor at any time to require performance by Purchaser of any of the provisions hereof shall in no way effect Vendor's rights hereunder to enforce the same, nor shall any waiver by Vendor of any breach hereof be held to be a waiver of any succeeding breach, or a waiver of this non-waiver clause.

The covenants, conditions and terms of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate as of the day and year first above written.

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SALEM, OREGON

VENDORS:

Claude M. Bradford
Katie Bradford

PURCHASERS:

Earl Brown
Lorraine Brown

STATE OF OREGON
County of Umatilla
June 9, 1967

Personally appeared the above named CLAUDE M. BRADFELD and KATIE BRADFELD, h&w, and acknowledged the foregoing instrument to be their voluntary act. Before me:

[Signature]
Notary Public for Oregon
My Com. Expires: Sept. 1, 1967

Name and Postoffice Address of Appropriator	Date of Relative Priority	Amount Cubic Feet Per Second	Number Acres	Use	Name of Ditch	Stream	Description of Land of Interest
---	---------------------------	------------------------------	--------------	-----	---------------	--------	---------------------------------

Kainhofer, A.O.&
Veronica,
Proof #442-
continued

that portion thereof conveyed to J. E. George by deed dated April 30th, 1884, and recorded in Book 11 of Deeds, page 505, Records of Washtilla County, the same being a strip of land across the south side of the above described tract 212 ft. wide on the west end and 184 ft. wide on the east end thereof, leaving the tract hereby conveyed containing 7 acres, more or less.

12136 Bradfield, Claude

Kendall, Laura &
Eyle,
R. #2,
Freewater, Ore.
(Proof #443)

1886
1888
1908

1
1
7.8

Irrigation Lydell

Ford Branch of Walla Walla River

2.8 acres in the NE 1/4 of the SE 1/4 of the SW 1/4 Section 12, T. 6 N., R. 55 E., W. 2 E.

1200

(NOTE: This right is limited to the period between Oct. 15th and June 1st of each year. SEE Findings, Paragraph 41, Page 40.)

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SALEM, OREGON

0 Kennedy, A. T.
R. #1,
Freewater, Ore.
(Proof #444)

(NOTE: Rights acquired under State Engineer's Permit No. E. 8, Certificate No. 957.)

see Fritsler, Phillip page 122

12137 Ketchum, Wm. J. &
Linnine M.,
Milton, Ore.
(Proof #445)

1868

1

Irrigation McIntyre

Walla Walla River

1 acre in SW 1/4 Section 12, T. 5 N., R. 55 E., W. 2 E., being within the following described tract

(hasn't been used for 20 yrs.)
5-30-80
L. Pavus

Commencing at the northwest corner of Block No. 2, in Riverside Addition to Milton, Washtilla County, Oregon, according to the duly recorded plat thereof, running thence south on the westerly boundary line of said Block 2, 185 ft.; thence northeasterly 282 ft. to the west bank of the Walla Walla River; thence following the said bank of the Walla Walla River northwesterly about 91 ft. to a point 190 ft. east of the northwest corner of said Block 2; thence west 190 ft. to the place of beginning.

2600
2500
2400

12138 King, William H.,
Freewater, Ore.
(Proof #446)

1895

5.5

Irrigation Stillman

Little Walla Walla River

5.5 acres in SW 1/4 Section 1, T. 5 N., R. 55 E., W. 2 E., being within the follow-

Comment

Abstract of Ground Water Registration

Registration No. GR-1448

Certificate No. GR-1395

Name **Claude Bradfield**
 Address **Route 2, Box 351**
Milton-Freewater, Oregon

Source of water supply **Pump well #3**

Use **Irrigation**

Point of diversion **345' N. and 10' W. of the SE corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, being within the S $\frac{1}{2}$ of SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 35, T. 6 N., R. 35 E., W.M., in the county of Umatilla.**

Number of acres
 10

DESCRIPTION OF LAND TO BE IRRIGATED OR PLACE OF USE

Twp	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$			
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$
6N	35E	35							10									

Priority date **1909**

Amount of water **claimed** **350 g.p.m.**

Time limit to completely apply water **completed** extended to extended to

Remarks: **2 acres Water Right & Surplus Water**

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WATER RESOURCES DEPT.
 SALEM, OREGON

L. C. O. Umatilla Co. 1-1-1909

Basin 7 Vol. 1

Supplemental

Abstract of Ground Water Registration

Registration No. **GR-1447**

Certificate No. **GR-1394**

Name **Claude Bradfield**
 Address **Route 3**
Milton-Freewater, Oregon

Source of water supply **Pump well #2**

Use **Irrigation**

Point of diversion **315' N. from a point 10' W. from SE corner of NE¹/₄ SW¹/₄ NW¹/₄,
 Sec. 35, being within SW¹/₄ NE¹/₄, Sec. 35, T. 6 N., R. 35 E., W.M.
 in the county of Umatilla**

Number of acres
5.0

DESCRIPTION OF LAND TO BE IRRIGATED OR PLACE OF USE

Twp.	Range	Sec.	NE ¹ / ₄				NW ¹ / ₄				SW ¹ / ₄				SE ¹ / ₄			
			NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄
6 N	35 E	35							5									

Priority date **1910**

Amount of water **claimed 300 g.p.m.**

Time limit to completely apply water **completed** extended to _____ extended to _____

Remarks:

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WATER RESOURCES DEPT.
SALEM, OREGON

K. Maty

Basin 7, Vol. 1, p. 100

Basin 7, Vol. 1

EARL E. BROWN & SONS, INC.

323 EVANS STREET

(503) 938-6645

P.O. BOX 249

MILTON-FREEWATER, OREGON 97862

Water Resources Department
3850 Portland Rd. NE
Salem, OR 97310

December 3, 1990

Attention: Pam Homer

Reference: Permit #GR-1394
Card #343
Tele con on November 28, 1990


Dear Pam,

The well test response card is filled out and signed. Enclosed are copies of the Abstract of Ground Water Registration indicating the registration No. GR-1447 and the Certificate NO. 1394 as well as the Well Record.

It is requested that the pump test for GR-1394 be postponed until on or about the 1st of July 1991. The reason for the request is that the alluvial gravels from which this well takes water, are supplied from or by irrigation of other orchards upgradient in the valley. When the valley is under irrigation is when this well is utilized.

The accompanying Well Record GR-1395 no longer exists. Please indicate any action necessary.

Sincerely yours,


Earl E. Brown

Enclosures - 3
cc - Gullixson

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SALEM, OREGON

WELL PUMP TEST RESPONSE CARD

Please fill in the Water Right Certificate or Permit number below and check the appropriate box. If you have questions or additional information regarding this well, please call the Water Rights Section at 378-3066.

Water Right Certificate # _____ Permit # GR-1394

- I am the owner of the well and water right described, and am aware of the pump test requirements.
- I am the owner of the property described, but am no longer exercising this water right or have legally abandoned this well. Please send me information on how to cancel this water right.
- I am not the owner of this well or water right. It may belong to an adjacent property owner. (Please list the name and address of the current owner, if known.)

Card # 00343

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SALEM, OREGON

STATE ENGINEER
Salem, Oregon

Well Record

GR- 1394

UMAT 5106
STATE WELL NO. 6N/35-35E
COUNTY Umatilla
APPLICATION NO. GR- 1447

OWNER: Claude Bradfield

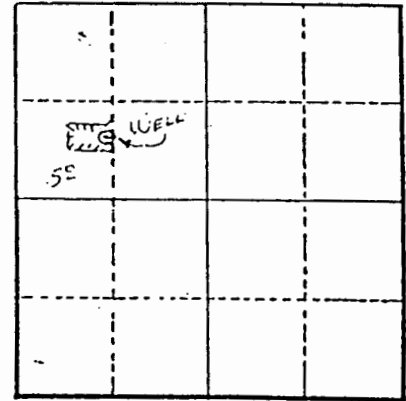
MAILING ADDRESS: Rt. 3

LOCATION OF WELL: Owner's No. #2

CITY AND STATE: Milton-Freewater, Oregon

SW 1/4 NW 1/4 Sec. 35 T. 6 N. R. 35 E. W.M.

Bearing and distance from section or subdivision corner 315' N. from a pt. 10' W. from SE cor. of NE 1/4 of SW 1/4 of NW 1/4 of Sec. 35.



Altitude at well 825' 925' (Quad sheet)

Section 35

TYPE OF WELL: Dug & Drill'd Date Constructed 1910

Depth drilled 105' Depth cased 10'

CASING RECORD:
10"

FINISH:

AQUIFERS:

WATER LEVEL:
15'

PUMPING EQUIPMENT: Type F. H. 2 1/2" H.P. 3
Capacity 300 G.P.M.

WELL TESTS:
Drawdown 10 ft. after 350 hours G.P.M.
Drawdown ft. after hours G.P.M.

USE OF WATER Irrigation Temp. °F., 19...
SOURCE OF INFORMATION GR Record
DRILLER or DIGGER Earl Shortridge

ADDITIONAL DATA:
Log Water Level Measurements Chemical Analysis Aquifer Test

REMARKS:

Log: Top soil 0 to 2'
Gravel 2' to 105'

Irrigation of 5 acres.

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WATER RESOURCES DEPT.
SALEM, OREGON

Abstract of Ground Water Registration

Registration No. **GR-1147**

Certificate No. **GR-1394**

Name **Claude Bradfield**
 Address **Route 3**
Milton-Freswater, Oregon

Source of water supply **Pump well #2**

Use **Irrigation**

Point of diversion **315' N. from a point 10' W. from SE corner of NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$,
 Sec. 35, being within SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 35, T. 6 N., R. 35 E., W.M.**

Number of acres **5.0**
in the county of Umatilla

DESCRIPTION OF LAND TO BE IRRIGATED OR PLACE OF USE

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$			
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$
6 N	35 E	35							5									

Priority date **1910**

Amount of water **claimed 300 g.p.m.**

Time limit to completely apply water **completed** extended to _____ extended to _____

Remarks: _____

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WATER RESOURCES DEPT.
SALEM, OREGON

GMR

L. 100000

Basin 7, Vol. 1

* * * WATER RIGHT INFORMATION * * *

APPLICATION #: GR-1447 PERMIT #: GR-1394 CERTIFICATE #: 0

OWNER: EARL E BROWN
 PO BOX 249
 MILTON-FREEWATER OR 97862

USER-ID: 8248

WELLS ASSOCIATED WITH RIGHT

WELL 2 (CARD #343)

PERMITTED USE OF WATER: IRRIGATION
 RATE OF USE: 300.0000 GALLONS PER MINUTE
 PRIORITY DATE: 12/31/1910

* * * * *
 PUMP TEST DUE ON
 DECEMBER 31, 1990
 * * * * *

WELL LOCATION INFORMATION:

TOWNSHIP 6 N RANGE 35 E
 SW QUARTER OF NE QUARTER OF SECTION 35
 315 FEET NORTH & 10 FEET WEST FROM SE CORNER, SECTION 35
 POSSIBLE TAX LOT # 1201

AREAS OF USE LISTED ON RIGHT

NO. OF ACRES	TOWNSHIP	RANGE	SECTION	QUARTER/ QUARTER	GOVERNMENT LOT	DONATION LAND CLAIM
5.000	6 N	35 E	35	SW/NW		

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 SALEM, OREGON

EARL E. BROWN & SONS, INC.

323 EVANS STREET

(503) 938-6645

P.O. BOX 249

MILTON-FREEWATER, OREGON 97862

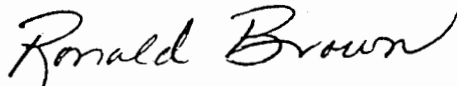
Water Resources Department
3850 Portland Road, N.E.
Salem, OR 97310

Reference: Permit No. GR 1394, Card 343

Dear Sir:

Enclosed are copies of the correspondence and the recently completed pump test. As stated the well was tested using the installed pump, and the discharge was measured with a weir box that had been calibrated with a flow meter. The discharge quantity also calculates correct using the Francis formula. This completes the testing of this well.

Sincerely yours,



Ronald Brown
Earl E. Brown & Sons, Inc.

Enclosures

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SALEM, OREGON

CONDITIONS OF WELL TEST

PUMP TEST - The well was tested with the irrigation pump installed in the well.

Pump - Submersible Barckley 10 HP
Rated capacity 160 gpm at 60 psi
Riser column - 4 inches
Pump set at 68 feet
Well to open end discharge - 660 feet

Measure Drawdown - Fisher M Scope

Discharge - Weir Box (see pictures)
Length - 4 feet - Depth 2 feet 4 inches
Width - 3 feet
Baffle - 2 1/2 feet from notch
Weir Notch - 6 inches deep, 1 foot wide
Depth scale in inches
Weir box was calibrated against a flow meter

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WATER RESOURCES DEPT.
SALEM, OREGON





Oregon Water Resources Department
PUMP TEST COVER SHEET

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SEP 17 2001



Well Owner:
 Name EARL BROWN & SONS
 Address 323 N. Evans
 City, State, Zip Milton-Freewater, OR 97862
 County Umatilla

Well Location: WATER RESOURCES DEPT.
 SALEM, OREGON
 Twnshp 6N (~~AKKS~~), Range 35E (~~EXXW~~)
 Section 35 1/4, 1/4, 1/4 NW SW NW
 Well Depth 105' Date Drilled 1910
 Owner's Well No. (if any) -
 POD-ID _____

Water Right Information:

Application No. GR-1447 Permit No. GR-1394 Certificate No. GR-1394
 Is this well used for more than one water right? N (Y/N) If Yes, fill out numbers below:
 App. No. _____ Permit No. _____ Cert. No. _____
 App. No. _____ Permit No. _____ Cert. No. _____

Pump Test:

Test conducted by Richard L. Gullixson Well Owner? N (Y/N)
 Company _____
 Address 1003 Davis Street Date of Test 16 July 1991
 City, State, Zip Milton-Freewater, OR 97862

Method of Discharge Measurement @Weir Box
 Method of Water Level Measurement M-Scope
 Depth of Air Line (if used) -
 Pump Type (Turbine, Submersible, etc.) Submersible
 Was pump test conducted during normal use of the well N (Y/N)

Description of point from which water level was measured Top of Casing
 Is measuring point above or below ground level? Above
 Distance between measuring point and ground level (correction factor) 1.0'

Are you aware of any wells, other than domestic or stock wells, pumping within 1000 feet of the tested well during the test or within 24 hours prior to the test? N (Y/N) If yes, give approximate distances to each and approximate pumping rate of each. If, possible, indicate if they were turned on or off during the test _____

Is there a lake, stream or other surface water body within 1/4 mile of the tested well? (Y/N)
 If yes, give approximate distance from the well and approximate elevation difference between the surface water and the well head: Approximate distance 15 feet irrigation ditch
 Approximate elevation difference 2.0'
 Is well elevation above or below the surface water body? Above

Static Water Level Measurements: (Three measurements at least 20 minutes apart are required in the hour before pumping begins):

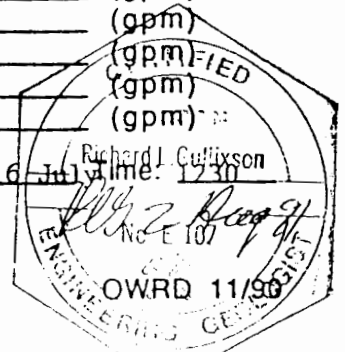
Time: <u>0700</u>	Depth to Water: <u>26'</u>	(ft/in)
Time: <u>0720</u>	Depth to Water: <u>26'</u>	(ft/in)
Time: <u>0740</u>	Depth to Water: <u>26'</u>	(ft/in)

Discharge Measurements: (A discharge measurement is required at the start of pumping and once an hour during the test):

Time: <u>0900</u>	Discharge Rate: <u>3-5/8" - 234</u>	(gpm)
Time: <u>1000</u>	Discharge Rate: <u>3-5/8" - 234</u>	(gpm)
Time: <u>1100</u>	Discharge Rate: <u>3-5/8" - 234</u>	(gpm)
Time: <u>1200</u>	Discharge Rate: <u>3-5/8" - 234</u>	(gpm)
Time: _____	Discharge Rate: _____	(gpm)

Pump turned on: Date: 16 July Time: 0830 Pump turned off: Date: 16 July Time: 1230
 Total pumping time: 4 hours, 0 minutes.

Note: Well must be idle for at least 16 hours prior to the test.



STATE OF OREGON WATER RESOURCES
PUMP TEST DATA SHEET

APPLICATION NO. GR1447

PERMIT NO. GR-1394

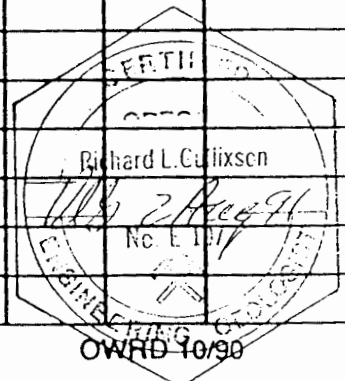
P.O.D.-ID _____

All water level measurements must either be in 1) feet and inches, or 2) feet and decimal fractions. (Circle one)

DRAWDOWN DATA							RECOVERY DATA						
DATE	TIME	TIME SINCE PUMP STARTED (minutes)	DEPTH TO WATER FROM MEASURING PT	CORRECTION FACTOR	DEPTH TO WATER FROM GROUND LEVEL	COMMENTS	DATE	TIME	TIME SINCE PUMP STOPPED (minutes)	DEPTH TO WATER FROM MEASURING PT	CORRECTION FACTOR	DEPTH TO WATER FROM GROUND LEVEL	COMMENTS
1991							1991						
7/16	0830	0	26'	1.0	25'		7/16	1245	0	36'6"	1.0	35'6"	
	0832	2	27'	1.0	26'			45 seconds		34'6"	1.0	33'6"	
	0834	4	29'4"	1.0	28'4"			90 seconds		32'6"	1.0	31'6"	
	0836	6	31'8"	1.0	30'8"				3	30'6"	1.0	29'6"	
	0838	8	34'	1.0	33'				5	29'6"	1.0	28'6"	
	0840	10	36'1"	1.0	35'1"				15	29'2"	1.0	28'2"	
	0845	15	36'6"	1.0	35'6"				30	28'10"	1.0	27'10"	
	0850	20	36'6"	1.0	35'6"				45	28'6"	1.0	27'6"	
	0855	25	36'6"	1.0	35'6"				60	28'6"	1.0	27'6"	
	0900	30	36'6"	1.0	35'6"				75	28'6"	1.0	27'6"	
	0915	45	36'6"	1.0	35'6"				90	28'6"	1.0	27'6"	
	0930	60	36'6"	1.0	35'6"				105	28'6"	1.0	27'6"	
	0945	75	36'6"	1.0	35'6"				150	28'7"	1.0	27'7"	
	1000	90	36'6"	1.0	35'6"								
	1015	105	36'6"	1.0	35'6"								
	1030	120	36'6"	1.0	35'6"								
	1045	135	36'6"	1.0	35'6"								
	1100	150	36'10"	1.0	35'10"								
	1115	165	36'10"	1.0	35'10"								
	1130	180	36'10"	1.0	35'10"								
	1145	195	36'10"	1.0	35'10"								
	1200	210	36'10"	1.0	35'10"								
	1215	225	36'6"	1.0	35'6"								
	1230	240	36'6"	1.0	35'6"								
	1245	255	36'6"	1.0	35'6"								

NOTE: Recovery test considered over because of outside influence. 76.9% recovery.

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 WATER RESOURCES DEPT.
 SALEM, OREGON

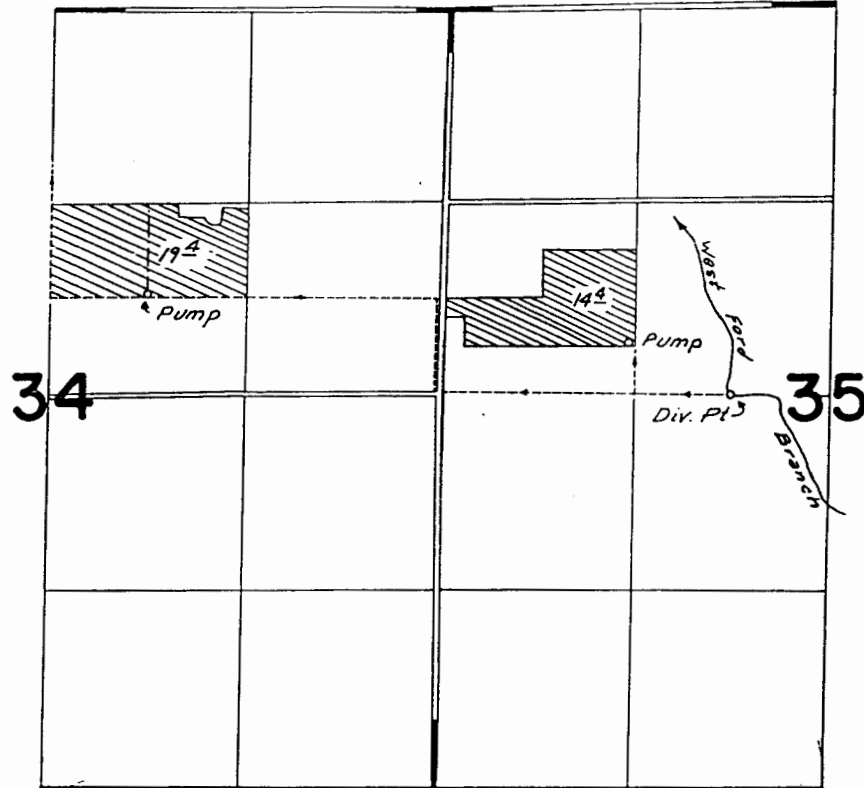


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WATER RESOURCES DEPT.
SALEM, OREGON

T.6N.,R.35E.,W.M.



Div. Pt. Loc.: 2000' E. from W. $\frac{1}{4}$ Cor. Sec. 35

FINAL PROOF SURVEY
UNDER

Application No. 52105 Permit No. 39255
IN NAME OF

Earl E. & Lorraine Brown

Surveyed Apr. 7, 1976 by C. R. King

NZ-5MM-69 *dlb*

After recording, return to:

Pioneer Escrow
P.O. Box 1538
Pendleton OR 97801

Lot 1300
See 35

4000
2

SPECIAL WARRANTY DEED

223864

REEL 298 PAGE 1283

HELEN POTTER, Grantor, conveys and specially warrants to EARL E. BROWN & SONS, INC., an Oregon corporation, Grantee, the following described real property free of encumbrances created or suffered by the Grantor except as specifically set forth herein:

Beginning at a point 330 feet South of Northwest corner of Southwest Quarter of Northwest Quarter of Section 35, Township 6 North, Range 35, and the true point of beginning for this description; thence East 660 feet; thence South at right angles 330 feet; thence West at right angles 660 feet; thence North at right angles 330 feet to the point of beginning;

SUBJECT to any and all water rights of way and roads;

All being East of the Willamette Meridian, Umatilla County, Oregon.

ALSO SUBJECT TO:

RECEIVED 1.
OCT 7 - 1996
UMATILLA COUNTY
RECORDS

It is understood and agreed that the property herein has been zoned or classified for farm use. At any time that said property is disqualified for such use liability for additional taxes under the provisions of ORS. 308.345 et seq. shall be the responsibility of the grantee herein.

The true consideration for this conveyance is \$30,000.

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.

Until a change is requested all Tax Statements should be

1 - SPECIAL WARRANTY DEED

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WATER RESOURCES DEPT.
SALEM, OREGON

46355
P.E. 10-9990-D

sent to: Earl E. Brown & Sons, Inc., P. O. Box 249, Milton-Freewater, Oregon 97862.

DATED this 25 day of April, 1991.

Helen Potter
HELEN POTTER, Grantor

STATE OF OREGON,)
County of Umatilla.) ss.
April 25, 1991.

Personally appeared the above named HELEN POTTER and acknowledged the foregoing instrument to be her voluntary act and deed. Before me.

Jonja S. Marshall
NOTARY PUBLIC FOR OREGON
My Commission Expires: 5-31-93



State of Oregon)
County of Umatilla)
This instrument was received and recorded on 10-07-96 at 11:35 in the record of document code type DE-WD

Location R298-1283
Document number 1996-223864
Fee 40.00

Office of County Records
Received by J. McNew
Records Officer

2 - SPECIAL WARRANTY DEED

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WATER RESOURCES DEPT.
SALEM, OREGON

Name and Postoffice Address of Appropriator	Date of Relative Priority	Amount Cubic Feet Per Second	Number Acres	Use	Name of Ditch	Stream	Description of Land or Place of Use
---	---------------------------	------------------------------	--------------	-----	---------------	--------	-------------------------------------

13126 ✓ **Fommering, Wilhelm,**
 R. #1,
 Freewater, Ore.
 (Proof #640 and 641)

(NOTE: Rights acquired under State Engineer's Permit No. 27,
 Certificate No. 1014.)
 See - J.A. Bradley L.W.W. (Big Sp. Branch)
 1909 0.95 7500.

4000. N.E. CANE
 55 SEC NW 2 sec. 24
 6 N.E. 25
 Lot 1300

13126 ✓ **Potter, Samuel G.,**
 Freewater, Ore.
 (Proof #648)

1898 5 Irrigation Lydell Branch of Ford Lydell Branch of Ford 5 acres in W $\frac{1}{2}$ of S $\frac{1}{2}$ of the N $\frac{1}{2}$ of Section 35, T. 6 N., R. 35 E., W. M.

(NOTE: See Findings, Paragraph 41, Page 40.)

13127 ✓ **Poulsen, H.,**
 R. #1,
 Milton, Ore.
 (Proof 645)

1894 6.8 Irrigation Unnamed S. Fork Walla Walla River
 1907 2.0 Chng. point of diversion
 Vol. 12, P. 162
 No. H-132

(NOTE: See Findings, Paragraph 81, Page 68.)

13128 ✓ **Powell, Cyrus**
 Freewater, Ore.
 (Proof #589)

1876 11.28 Irrigation Fall Walla Walla River 10.84 acres in SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 18, T. 5 N., R. 36 E., W. M.,
 0.44 acre in SE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 18,
 T. 5 N., R. 36 E., W. M.,
 being within the follow-

Cert. issued in name of Thirza R. Hanzell, 404 N. Summer St. Salem, Oregon.

ing described tract: Commencing at a point on the line running east and west through the center of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Sec. 18, T. 5 N., R. 36 E., W. M., said point being 58 rods east of the west line of said Section; running thence east of south 21 rods to a point 19 rods distant at right angles from said east and west center line; thence west parallel with the center line 55 rods more or less to the center of the channel of the Walla Walla River; thence southeasterly up the center of the channel of the Walla Walla River to the line running east and west through the center of said Sec. 18; thence east along the center line of said Sec., 77 rods more or less to the County road; thence northwesterly along said County road to the line running east and west through the center of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Sec. 18; thence west along said center line 41 rods more or less to the place of beginning.

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 SALEM, OREGON

(Proof #644) 1871 2 Irrigation Graham Ford Little Walla 1 acre in SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 35,
 5 acres in SE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 35,

LEASE AGREEMENT

January 1, 1999

This is a Lease agreement between Earl E. Brown & Sons, Inc., and Nancy Kezele, Ronald Brown, Leonard Brown, and Robert Brown, known as the Murphy place, the North Half of the North Half of the Northwest Quarter of the Southwest Quarter of Section 35, Township 6 North, Range 35, East of the Willamette Meridian, Umatilla County, Oregon, in Milton-Freewater, Oregon.

The Corporation agrees to pay 20% , after packaging, of the gross crops raised on the property to Elaine Chase annually until her death. Earl E. Brown & Sons, Inc. will receive 80% of the gross crops and pay expenses consisting of water, pesticides, fertilizers, all labor, and tree replacement costs for their share on the property.

Signed: Ronald Brown
Ronald Brown, President Earl E. Brown & Sons, Inc.

Signed: Nancy A. Kezele
Nancy A. Kezele

Signed: Ronald E. Brown
Ronald E. Brown

Signed: Leonard E. Brown
Leonard E. Brown

Signed: Robert C. Brown
Robert C. Brown

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SEP. 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

6N	35	35	B	1400	7-10 91-22		OFFICIAL RECORD OF DESCRIPTION OF REAL PROPERTY UMATILLA COUNTY ASSESSOR'S OFFICE Pg 2		
TWP.	RGE. E.	SEC.	1/4	1/16	TAX LOT NUMBER	TYPE	SPEC. INT. IN REAL PROP.	CODE AREA NUMBER	
MAP NUMBER					ACCOUNT NUMBER				
SECTION							TOWNSHIP		RANGE E.

LOT NO.	BLOCK NO.	ADDITION	CITY
---------	-----------	----------	------

INDENT EACH NEW COURSE TO THIS POINT	ADDITIONAL DESCRIPTION AND RECORD OF CHANGE	FORMERLY PART OF T. L. NO.	DATE OF ENTRY ON THIS CARD	DEED RECORD		ACRES REMAINING
				VOL.	PG.	
Except:	Co. Rd. No 250 & 302 Cont. 0.15 Ac. T.L. 1401		5-63 10-63	272	677	9.85 9.45
Also:	Cancelled T.L. 1401 which was a double assessment that the County fore- closed on in Bk 272, Pg 677. Cont. 0.40 Ac.		12-63	273	642	9.85
	Inheritance Tax Ctf: Bernice Murphy.	N.C.	7-84	R115	327	
		N.C.	6-99	R350	627	
	Add Ref		6-99	R352	272	



6N3535B001400 - 2

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SEP 17 2001
WATER RESOURCES DEPT.
SALEM, OREGON

6 N	35	35 B	1400				
TWP.	RGE. E.	SEC.	1/4 1/16	TAX LOT NUMBER	TYPE	SPEC. INT. IN REAL PROP.	
MAP NUMBER				ACCOUNT NUMBER			

OFFICIAL RECORD OF DESCRIPTION OF REAL PROPERTY 134736
UMATILLA COUNTY ASSESSOR'S OFFICE

7-10
CODE AREA NUMBER

SECTION	TOWNSHIP	RANGE E.
	6N	35



LOT NO.
INDENT EACH COURSE TO THIS

6N3535B001400 - 1

DATE OF ENTRY ON THIS CARD	DEED RECORD		ACRES REMAINING
	VOL.	Pg.	
	181	15	
	235	31	10.00
	235	32	

Baap. 32 rods E of the SW cor of the NW $\frac{1}{4}$ of Sec. 35;
Th E 48 rods;
Th N 20 rods;
Th W 48 rods;
Th S 20 rods to the P.O.B.

Also:

A strip of land 1 rod wide extending from the NW cor of the above described tract of land W 30 rods to connect with the County Road and to be used as an easement and for road purposes only;

Also:

Baap. 10 rods and 11 ft, N of the SW cor of the NW $\frac{1}{4}$ of sd Sec. 35;
Th N 8 rods, 5 $\frac{1}{2}$ ft;
Th E 32 rods;
Th S 10 rods;
Th Wly to the P.O.B.
All being EWN, in the County of Umatilla and State of Oregon.

Also:

Bat SW cor of the SW cor of the NW $\frac{1}{4}$ of Sec. 35, T 6N, R 35;
Th E along the S line of sd NW $\frac{1}{4}$ 32 rods; to the SWly cor of land conveyed by Amy F. Goghill, to D.B. Herndon, etux, by Deed recorded in Bk 179, Pg. 490;

Th N along the W line of sd Herndon tract 9 rods;

Th NWly along the Sly line of sd Herndon tract to a pt on the W line of sd Sec. 35;

Th Sly along sd W line 10 rods and 11 ft to the P.O.B. (cont'd on other side)

15/13

RECEIVED

JUN 4 1999

1999-3520272 1 of 3

- 352 0272

UMATILLA COUNTY RECORDS

CORRECTED DEED OF PERSONAL REPRESENTATIVE

CHRISTINE M. WALLACE, personal representative of the Estate of J.H. MURPHY, deceased, grantor, conveys to Leonard Brown and Leslie Brown, husband and wife, as tenants by the entirety, an undivided one-fourth interest as tenants in common; Ronald Brown and Gretchen Brown, husband and wife, as tenants by the entirety, an undivided one-fourth interest as tenants in common; Robert and Lana Brown, husband and wife, as tenants by the entirety, an undivided one-fourth interest as tenants in common; Larry Kezele and Nancy Kezele, husband and wife, as tenants by the entirety, an undivided one-fourth interest as tenants in common, grantees, of the real property described in Exhibit "A", subject to Elaine Chase's twenty percent (20%) of orchard gross crop proceed, and situated in Umatilla County, Oregon.


The true and actual consideration for this conveyance is none. This deed is given pursuant to decedent's will.

Until a change is requested, all tax statements are to be sent to the following address: 84063 Winesap Road, Milton-Freewater, OR 97862.

This Corrected Deed of Personal Representative is for the purpose of correcting the legal description in the Deed of Personal Representative previously recorded in Umatilla County Records on May 10, 1999, in Reel 350, Page 0627, Document Number 1999-3500627.

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.

Dated this 2 day of June, 1999


CHRISTINE M. WALLACE, Personal Representative of the Estate of J.H. MURPHY, Deceased.

AFTER RECORDING DELIVER TO:
MONAHAN, GROVE, TUCKER & WALLACE, LLP
105 N. Main
Milton-Freewater, OR 97862

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WATER RESOURCES DEPT.
SALEM, OREGON

(10)

PIONEER TITLE CO. 62255
126 SE Court, Pend. OR, 97801

15

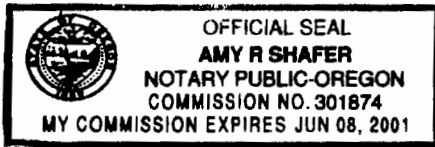
1999-3520272 2 of 3

STATE OF OREGON,)
) ss.
County of Umatilla.)

June 2, 1999.

Personally appeared the above named CHRISTINE M. WALLACE,
Personal Representative of the Estate of J.H. MURPHY, and
acknowledged the foregoing instrument to be her voluntary act and
deed. Before me.

Amy R. Shafer
NOTARY PUBLIC FOR OREGON
My Commission Expires: 06-08-01



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SEP 17 2001
WATER RESOURCES DEPT.
SALEM, OREGON

1999-3520272 3 of 3

EXHIBIT "A"

The South half of the South half of the Southwest 1/4 of the Northwest 1/4, Section 35, Township 6 North, Range 35, all being East of the Willamette Meridian, Umatilla County, Oregon;

Excepting therefrom those portions lying in County Road 250 and 302.

State of Oregon)
County of Umatilla)

This instrument was received and recorded on

05-04-99 at 3:00

in the record of document code type DE-CORR

Location R352-0272
Document number 1999-3520272
Fee 15.00

Office of County Records


Records Officer

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SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

Monahan, Grove, Tucker & Wallace, LLP

Attorneys At Law

105 North Main Milton-Freewater, OR 97862

Samuel E. Tucker

Christine M. Wallace *

* Admitted in ORE. & WASH.

John U. Grove, P.C., of Counsel
J.T. Monahan, retired

Fax: (541) 938-6112
Phone: (541) 938-3377

May 4, 1999

Office of County Records
Umatilla County
P.O. Box 1227
Pendleton, OR 97801

Re: Estate of J.H. Murphy

PR 98-0236

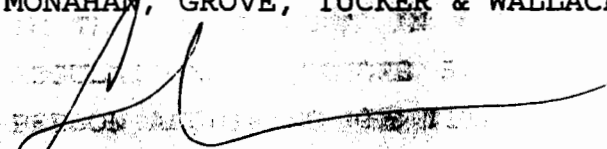
Dear Clerk:

I enclose the Deed of Personal Representative for recording in the above referenced matter. Upon recording, please return the document to my office in the enclosed self-addressed stamped envelope.

I enclose our check in the sum of \$45.00 to cover your fee.

Respectfully yours,

MONAHAN, GROVE, TUCKER & WALLACE, LLP


Christine M. Wallace

CMW:ars

Enclosures

cc: Leonard and Leslie Brown (w/enc.)
Ronald and Gretchen Brown (w/enc.)
Robert and Lana Brown (w/enc.)
Larry and Nancy Kezele (w/enc.)

(c:\letters\murphy.cr)

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WATER RESOURCES DEPT.
SALEM, OREGON

DEED OF PERSONAL REPRESENTATIVE

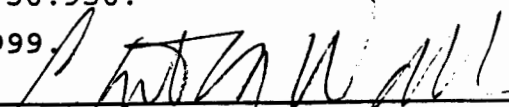
CHRISTINE M. WALLACE, personal representative of the Estate of J.H. MURPHY, deceased, grantor, conveys to Leonard Brown and Leslie Brown, husband and wife, as tenants by the entirety, an undivided one-fourth interest as tenants in common; Ronald Brown and Gretchen Brown, husband and wife, as tenants by the entirety, an undivided one-fourth interest as tenants in common; Robert and Lana Brown, husband and wife, as tenants by the entirety, an undivided one-fourth interest as tenants in common; Larry Kezele and Nancy Kezele, husband and wife, as tenants by the entirety, an undivided one-fourth interest as tenants in common, grantees, of the real property described in Exhibit "A", subject to Elaine Chase's twenty percent (20%) of orchard gross crop proceed, and situated in Umatilla County, Oregon.

The true and actual consideration for this conveyance is none. This deed is given pursuant to decedent's will.

Until a change is requested, all tax statements are to be sent to the following address: 84063 Winesap Road, Milton-Freewater, OR 97862.

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.

Dated this 7 day of May, 1999.


CHRISTINE M. WALLACE, Personal Representative of the Estate of J.H. MURPHY, Deceased.

AFTER RECORDING DELIVER TO:

MONAHAN, GROVE, TUCKER & WALLACE, LLP
105 N. Main
Milton-Freewater, OR 97862

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SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

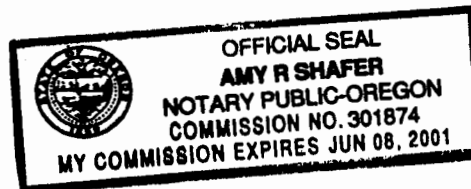
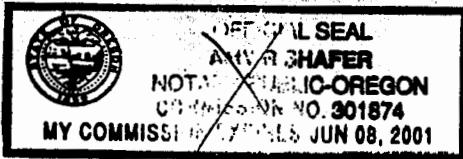
STATE OF OREGON,)
) ss.
County of Umatilla.)

May 7, 1999.

Personally appeared the above named CHRISTINE M. WALLACE,
Personal Representative of the Estate of J.H. MURPHY, and
acknowledged the foregoing instrument to be her voluntary act and
deed. Before me.

Amy R Shafer
NOTARY PUBLIC FOR OREGON
My Commission Expires: 06-08-01

All rights reserved
County of Umatilla
all water rights



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WATER RESOURCES DEPT.
SALEM, OREGON

EXHIBIT "A"

Commencing at a point 32 rods East of the Southwest corner of the Northwest quarter of Section 35, Township 6 North, Range 35, running thence East 48 rods; thence North 20 rods thence West 48 rods; thence South 20 rods to the place of beginning; also a strip of land 1 rod wide extending from the Northwest corner of the above described tract of land West 30 rods to connect with the County Road and to be used as an easement and for road purposes only;

Also beginning at a point 10 rods 11 feet North of the Southwest corner of the Northwest Quarter of said Section 35, running thence North 8 rods, 5½ feet, thence East 32 rods, thence South 10 rods, thence Westerly to the point of beginning;

All being East of the Willamette Meridian, in the County of Umatilla and State of Oregon; Excepting any and all water rights of way;

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SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

EXHIBIT A
Page 1

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

RECEIVED WATER WELL REPORT RECEIVED

STATE OF OREGON

State Well No. LW/35

STATE ENGINEER, SALEM, OREGON 97310 APR 6 - 1976 (Please type or print)

MAR 17 1976

within 30 days from the date of well completion.

WATER RESOURCES DEPT.

(Do not write above this line) WATER RESOURCES DEPT.

Permit No.

(1) OWNER:

Name J.H. Murphy
Address Rt 2 Box 352
Driftwood Falls Water Corp

(2) TYPE OF WORK (check):

New Well Deepening Reconditioning Abandon

If abandonment, describe material and procedure in Item 12.

(3) TYPE OF WELL:

Rotary Driven
Cable Jetted
 Bored

(4) PROPOSED USE (check):

Domestic Industrial Municipal
Irrigation Test Well Other

(5) CASING INSTALLED:

8" Diam. from 4 ft. to 70 ft. Gage 8.250
" Diam. from _____ ft. to _____ ft. Gage _____
" Diam. from _____ ft. to _____ ft. Gage _____

(6) PERFORATIONS:

Perforated? Yes No.

Type of perforator used torch
Size of perforations: 1/4 in. by 4 in.
388 perforations from 20 ft. to 70 ft.
perforations from _____ ft. to _____ ft.
perforations from _____ ft. to _____ ft.

(7) SCREENS:

Well screen installed? Yes No

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

(8) WELL TESTS:

Drawdown is amount water level is lowered below static level

Was a pump test made? Yes No If yes, by whom?
1: _____ gal./min. with _____ ft. drawdown after _____ hrs.

Ballor test 40 gal./min. with 6 ft. drawdown after 1 hrs.

Artesian flow _____ g.p.m.

Temperature of water 54 Depth artesian flow encountered _____ ft.

(9) CONSTRUCTION:

Well seal—Material used Cement
Well sealed from land surface to _____ ft.
Diameter of well bore to bottom of seal 20 in. well
Diameter of well bore below seal 8 in.
Number of sacks of cement used in well seal 1/2 yd sacks
Number of sacks of bentonite used in well seal _____ sacks
Brand name of bentonite _____
Number of pounds of bentonite per 100 gallons of water _____ lbs./100 gals.
Was a drive shoe used? Yes No Plugs _____ Size: location _____ ft.
Did any strata contain unusable water? Yes No
Type of water? _____ depth of strata _____
Method of sealing strata off _____
Was well gravel packed? Yes No Size of gravel: _____
Gravel placed from 20 ft. to 32 ft.

(10) LOCATION OF WELL:

County Linn Driller's well number _____
SW 1/4 NW 1/4 Section 35 T. 64 R. 35 E.
Bearing and distance from section or subdivision corner _____

(11) WATER LEVEL: Completed well.

Depth at which water was first found 70
Static level 44 ft. below land surface: Date 2-20
Artesian pressure _____ lbs. per square inch. Date _____

(12) WELL LOG:

Diameter of well below casing 8
Depth drilled 117 ft. Depth of completed well 117

Formation: Describe color, texture, grain size and structure of material and show thickness and nature of each stratum and aquifer penetrated with at least one entry for each change of formation. Report each change position of Static Water Level and indicate principal water-bearing strata:

MATERIAL	From	To	SWI
Dug well	0	32	
Gravel & clay	32	70	44
Boulders	70	70	
Gravel med & clay	76	109	
Gravel coarse	109	115	
Gravel med & clay	115	117	

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WATER RESOURCES DEPT.
SALEM, OREGON

Work started 2-13 - 1976 Completed 2-26 - 1976

Date well drilling machine moved off of well 2-26 - 1976

Drilling Machine Operator's Certification:

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

[Signed] C. L. Summers Date 2-26, 1976
(Drilling Machine Operator)

Drilling Machine Operator's License No. 821

Water Well Contractor's Certification:

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

Name C. L. Summers Well Drilling
(Person, firm or corporation) (Type of person)

Address 1741 Box #110 West

[Signed] Clarence W. Summers
(Water Well Contractor)

Contractor's License No. 575 Date 2-26

12764
Hermann, Walter H.P., - 1887
E. #1,
Wilton, Ore.
(Proof #545)

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SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

9 Irrigation,
domestic
and stock

Hermann
Ditch #1
direct
from
East Side
Ditch

Little
Stream,
a br. of
Tumalo
River

9 acres in the NW 1/4
of the SW 1/4,
Section 35,
T. 6 N., R. 35 E., W. N.

1100

12767
Herridon, B. B.
Freswater, Ore.
(Proof #545)

1875

4.7

Irrigation Dolay

SPO V34 pg 240
T-4509

East
Frog
of Little
Walla
Walla
River,
Spring
Branch

4.7 acres in S 1/2 of NW 1/4
of the SW 1/4,
Section 35,
T. 6 N., R. 35 E., W. N.

600

(NOTE: SEE Findings, Paragraph 41, Page 40.)

12768
Similar
(Proof #544)

1898

2.41

Irrigation Lydell

Lydell Br.
of Ford
Br. of
Little
Walla
Walla
River.

2.41 acres in SW 1/4,
Section 35,
T. 6 N., R. 35 E., W. N.,
being within the follow-
ing described tract:
Beginning at a point
18 rods 11 ft. north of
the southwest corner

1400

of the NW 1/4 of Sec. 35, T. 6 N., R. 35 E., W. N., and thence running north 8 rods 8.5 ft.; thence east 32 rods; thence south 10 rods; thence westerly to place of beginning.

(NOTE: See Findings, Paragraph 41, Page 40.)

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SEP 17 2001

WATER RESOURCES DEPT.
SALEM, OREGON

12769
Herpich, Minnie E.
Wilson-
Wilton, Ore.
(Proof #509)

1875

4.5

Irrigation Zell

Walla
Walla
River

4.5 acres in SW 1/4,
Section 18,
T. 5 N., R. 35 E., W. N.,
being within the follow-
ing described tract:

Beginning at the northwest corner of the S 1/2 of the S 1/2 of the NW 1/4 of Sec. 18, T. 5 N., R. 35 E., W. N., running thence east 38 rods; thence southeasterly 21 rods; thence west 45 rods and 12 ft. to the west line of Sec. 18; thence north 18 rods to the place of beginning, containing 5 acres, more or less

200

Abstract of Ground Water Registration

Registration No. **GR-1151**

Certificate No. **GR-1115**

Name **J. H. Murphy**
 Address **Route 2, Box 352
 Milton-Freewater, Oregon**
 Source of water supply **Pump Well #1**
 Use **Irrigation**
 Point of diversion **3' N. and 3' W. of the SE corner of SE 1/4 SW 1/4 of Sec. 35,
 being within the SE 1/4 SW 1/4 NW 1/4 Sec. 35, T. 6 N., R. 35 E.,
 W.M., in the county of Umatilla.**
 Number of acres **10**

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SEP 17 2001

**WATER RESOURCES DEPT.
 SALEM, OREGON**

DESCRIPTION OF LAND TO BE IRRIGATED OR PLACE OF USE

Twp.	Range	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4			
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4
6N	35E	35							10									

Priority date **1917**

Amount of water claimed **300 g.p.m.**

Time limit to completely apply water **completed** extended to _____ extended to _____

Remarks: **2.41 acres covered by West Ford Branch of Little Walla Walla, Walla Walla Adjudication Proceedings**

Lydell Ditch 2.41 ac P
GR 1115 7.5 ac P
29.1 ac S

[Handwritten signatures and scribbles]

nj
 Basin #, 7 Vol.