

Minimum Requirements Checklist

Minimum Requirements (OAR 690-310-0040, OAR 690-310-0050 & ORS 537.140)

Include this checklist with the application

Check that each of the following items is included. The application will be returned if all required items are not included. If you have questions, please call the Water Rights Customer Service Group at (503) 986-0900.

- SECTION 1: applicant information and signature
- SECTION 2: property ownership
- SECTION 3: source of water requested
- SECTION 4: water use
- SECTION 5: water management
- SECTION 6: resource protection
- SECTION 7: project schedule
- SECTION 8: within a district
- SECTION 9: remarks

RECEIVED
SEP 25 2015
OWRD

Attachments:

-
- Land Use Information Form with approval and signature (*must be an original*) or signed receipt
 - Provide the legal description of: (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map.
 - Fees - Amount enclosed: \$ 3650
See the Department's Fee Schedule at www.oregon.gov/owrd or call (503) 986-0900.

Provide a map and check that each of the following items is included:

-
- Permanent quality and drawn in ink
 - Even map scale not less than 4" = 1 mile (example: 1" = 400 ft, 1" = 1320 ft, etc.)
 - North Directional Symbol
 - Township, Range, Section, Quarter/Quarter, Tax Lots
 - Reference corner on map
 - Location of each well, and/or dam if applicable, by reference to a recognized public land survey corner (distances north/south and east/west)
 - Indicate the area of use by Quarter/Quarter and tax lot clearly identified
 - Number of acres per Quarter/Quarter and hatching to indicate area of use if for primary irrigation, supplemental irrigation, or nursery
 - Location of main canals, ditches, pipelines or flumes (if well is outside of the area of use)
 - Other:

Application for a Permit to Use Surface Water



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

Water-Use Permit Application Processing

1. Completeness Determination

The Department evaluates whether the application and accompanying map contain all of the information required under OAR 690-310-0040 and OAR 690-310-0050 (www.oregon.gov/owrd/law.our). The Department also determines whether the proposed use is prohibited by statute. If the Department determines that the application is incomplete, all fees have not been paid, or the use is prohibited by statute, the application and all fees submitted are returned to the applicant.

2. Initial Review

The Department reviews the application to determine whether water is available during the period requested, whether the proposed use is restricted or limited by rule or statute, and whether other issues may preclude approval of or restrict the proposed use. An Initial Review (IR) containing preliminary determinations is mailed to the applicant. The applicant has 14 days from the mailing date to withdraw the application from further processing and receive a refund of all fees paid minus \$200. The applicant may put the application on hold for up to 180 days and may request additional time if necessary.

3. Public Notice

Within 7 days of the mailing of the initial review, the Department gives public notice of the application in the weekly notice published by the Department at www.oregon.gov/owrd. The public comment period is 30 days from publication in the weekly notice.

4. Proposed Final Order Issued

The Department reviews any comments received, including comments from other state agencies related to the protection of sensitive, threatened or endangered fish species. Within 60 days of completion of the IR, the Department issues a Proposed Final Order (PFO) explaining the proposed decision to deny or approve the application. A PFO proposing approval of an application will include a draft permit, and may request additional information or outstanding fees required prior to permit issuance.

5. Public Notice

Within 7 days of issuing the PFO, the Department gives public notice in the weekly notice. Notice includes information about the application and the PFO. Protest must be received by the Department within 45 days after publication of the PFO in the weekly notice. Anyone may file a protest. The protest filing fee is \$350.00 for the applicant and \$700.00 for non-applicants. Protests are filed on approximately 10% of Proposed Final Orders. If a protest is filed the Department will attempt to settle the protest but will schedule a contested case hearing if necessary.

6. Final Order Issued

If no protests are filed, the Department can issue a Final Order within 60 days of the close of the period for receiving protest. If the application is approved, a permit is issued. The permit specifies the details of the authorized use and any terms, limitations or conditions that the Department deems appropriate.

RECEIVED BY OWRD

Application for a Permit to Use Surface Water



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

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant Information

NAME JAMES FARMER, CHARLES WARREN FARMER, MARGARET M. FARMER			PHONE (HM)
PHONE (WK) 208-674-3200	CELL	FAX	
ADDRESS P.O. BOX 1585			
CITY NYSSA	STATE OR	ZIP 97913	E-MAIL * JFARMER@FORTBOISE.COM

Organization Information

NAME FORT BOISE PRODUCE			PHONE 208-674-3200	FAX
ADDRESS P.O. BOX 1585			CELL	
CITY NYSSA	STATE OR	ZIP 97913	E-MAIL * JFARMER@FORTBOISE.COM	

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

AGENT / BUSINESS NAME NANCY RORICK DBA NANCY RORICK CONSULTING			PHONE 541-519-3644	FAX
ADDRESS 645 L LOOP			CELL	
CITY BAKER CITY	STATE OR	ZIP 97814	E-MAIL * NRORICK@YAHOO.COM	

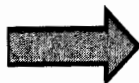
Note: Attach multiple copies as needed

* By providing an e-mail address, consent is given to receive all correspondence from the department electronically. (paper copies of the final order documents will also be mailed.)

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.
- The Department encourages all applicants to wait for a permit to be issued before beginning construction of any proposed diversion. Acceptance of this application does not guarantee a permit will be issued.
- If I begin construction prior to the issuance of a permit, I assume all risks associated with my actions.
- If I get a permit, I must not waste water.
- If development of the water use is not according to the terms of the permit, the permit can be cancelled.
- The water use must be compatible with local comprehensive land use plans.
- Even if the Department issues a permit, I may have to stop using water to allow senior water right holders to get water to which they are entitled.

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



James Farmer
Applicant Signature
Charles Warren Farmer
Applicant Signature
Margaret Farmer
Applicant Signature

James Farmer
Print Name and title if applicable

8-26-15
Date

Charles Warren Farmer
Print Name and title if applicable

8-26-15
Date

Margaret M. Farmer
Print Name and title if applicable

8-26-15
Date

RECEIVED BY OWRD

App. No. <u>5-88026</u>	For Department Use	Date <u>AUG 27 2015</u>
Permit No. _____		

SECTION 2: PROPERTY OWNERSHIP

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

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

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

n/a

You must provide the legal description of: 1. The property from which the water is to be diverted, 2. Any property crossed by the proposed ditch, canal or other work, and 3. Any property on which the water is to be used as depicted on the map.

SECTION 3: SOURCE OF WATER

A. Proposed Source of Water

Provide the commonly used name of the water body from which water will be diverted, and the name of the stream or lake it flows into. If unnamed, say so:

- Source 1: POD 1: Unnamed spring and unnamed stream Tributary to: Locket Gulch > Snake River
- Source 2: POD 2: Unnamed spring and unnamed stream Tributary to: Locket Gulch > Snake River
- Source 3: POD 3: Locket Gulch Tributary to: Snake River
- Source 4: _____ Tributary to: _____

Note: POD 1 is located at the confluence of an unnamed spring and unnamed drainage. If any source listed above is stored water that is authorized under a water right permit, certificate, or decree, attach a copy of the document or list the document number (for decrees, list the volume, page and/or decree name).

B. Applications to Use Stored Water n/a

Do you, or will you, own the reservoir(s) described in item 3A above?

- Yes.
- No. (Please enclose a copy of your written notification to the operator of the reservoir of your intent to file this application, which you should have already mailed or delivered to the operator.)

RECEIVED

SEP 25 2015

If all sources listed in item 3A are stored water, the Department will review your application using the expedited process provided in ORS 537.147, unless you check the box below. Please see the instruction booklet for more information.

- By checking this box, you are requesting that the Department process your application under the standard process outlined in ORS 537.150 and 537.153, rather than the expedited process provided by ORS 537.147. To file an application under the standard process, you must enclose the following:
 - A copy of a signed non-expired contract or other agreement with the owner of the reservoir (if not you) to impound the volume of water you propose to use in this application.
 - A copy of your written agreement with the party (if any) delivering the water from the reservoir to you.

SECTION 4: WATER USE

Provide the amount of water you propose to use from each source, for each use, in cubic feet-per-second (cfs) or gallons-per-minute (gpm). If the proposed use is from storage, provide the amount in acre-feet (af):
(1 cfs equals 448.8 gpm. 1 acre-foot equals 325,851 gallons or 43,560 cubic feet)

SOURCE	USE	PERIOD OF USE	AMOUNT
POD 1: Unnamed drainage and unnamed spring	Primary Irrigation	February 1- March 31 and October 16-31	2.50 <input checked="" type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
POD 1: Unnamed drainage and unnamed spring	Supplemental Irrigation	April 1 – 14 and October 1-15	2.50 <input checked="" type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
POD 2: Unnamed drainage and unnamed	Primary Irrigation	February 1- March 31 and October 16-31	0.98 <input checked="" type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
POD 2: Unnamed drainage and unnamed spring	Supplemental Irrigation	April 1 – 14 and October 1-15	0.98 <input checked="" type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
POD 3: Locket Gulch	Primary Irrigation	February 1- March 31 and October 16-31	1.25 <input checked="" type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
POD 3: Locket Gulch	Supplemental Irrigation	April 1 – 14 and October 1-15	1.25 <input checked="" type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af

For irrigation use only:
 Please indicate the number of primary and supplemental acres to be irrigated.
 Primary: 533.1 (POD 1: 354.6 A, POD 2: 78.7 A, and POD 3: 99.8 A Supplemental: 533.1 (POD 1: 354.6 A, POD 2: 78.7 A, and POD 3: 99.8 A.
 List the Permit or Certificate number of the underlying primary water right(s): 99.8 acres (Certificate 75699) and 433.3 acres (Certificate 75691)
 Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 399.83 AF (0.75 AF per acre)

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

n/a

RECEIVED
SEP 25 2015
OWRD

SECTION 5: WATER MANAGEMENT

A. Diversion and Conveyance

What equipment will you use to pump water from your source?

- Pump (give horsepower and type): POD 1 (30 HP, diesel powered), POD 3 (7.5 HP electric)
- Other means (describe): POD 2 (Gravity)

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

Water will be pumped from POD 1 and POD 3 via the pipe line and ditch system shown on the application map. Water from POD 2 is gravity fed.

B. Application Method

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

Water will be applied via drip or furrow irrigation.

C. Conservation

Please describe why the amount of water requested is needed and measures you propose to: prevent waste; measure the amount of water diverted; prevent damage to public uses of affected surface waters.

Drip irrigation is used on steeper ground and during times of reduced water availability. Straw is placed in the furrows to slow flow which increases infiltration. This reduces the amount of water needed to irrigate the field. Soil moisture is manually tested and water is applied only when needed. The applicant is also requesting a lower rate than the standard 1/80th for the 354.6 acres irrigated by POD 1. The standard rate would be 4.43 CFS and he is requesting 2.5 CFS. The applicant has also minimized the volume of water to 0.75 acre feet per acre.

SECTION 6: RESOURCE PROTECTION

In granting permission to use water from a stream or lake, the state encourages, and in some instances requires, careful control of activities that may affect the waterway or streamside area. See instruction guide for a list of possible permit requirements from other agencies. Please indicate any of the practices you plan to undertake to protect water resources.

- Diversion will be screened to prevent uptake of fish and other aquatic life.
Describe planned actions: The applicant will comply with permit conditions concerning fish screens.
- Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.
Describe planned actions: The pumps are already in place, therefore there will be no need for

additional disturbance. If there is any disturbance, the area will be replanted with the appropriate riparian vegetation.

- Operating equipment in a water body will be managed and timed to prevent damage to aquatic life. Describe: The ODFW has not specified an in-water work period for the Snake River or its tributaries in Malheur County (<http://www.dfw.state.or.us/lands/inwater/>). The pumps and diversion systems are in place so no in-water work is anticipated. If any in-water work is necessary, the applicant will comply with the permit conditions.
- Water quality will be protected by preventing erosion and run-off of waste or chemical products. Describe: Straw is placed in the furrows to reduce erosion. No chemicals are added to water used in furrow irrigation. Some chemicals are added to drip irrigation, but this is a closed system and no water leaves the field. The applicant utilizes best management practices for the handling of all farm chemicals.

RECEIVED
SEP 25 2015
OWRD

SECTION 7: PROJECT SCHEDULE

Date construction will begin: On receiving permit.

Date construction will be completed: by October 31, 2016 or one year after receiving the permit.

Date beneficial water use will begin: February 1, 2016 or upon receiving the permit.

SECTION 8: WITHIN A DISTRICT

- Check here if the point of diversion or place of use are located within or served by an irrigation or other water district.

Irrigation District Name Owyhee Irrigation District Office	Address 17 S 1st St	
City Nyssa	State OR	Zip 97913

Irrigation District Name Old Owyhee Ditch Improvement District	Address P.O. Box 280	
City Ontario	State OR	Zip 97914

SECTION 9: REMARKS

Use this space to clarify any information you have provided in the application.

Waste Ditch is a tributary to Locket Gulch which is a tributary to the Snake River. OAR 690-033-0140 restricts appropriation of water from the Snake River and its tributaries from April 15 through September 30. The applicant is proposing to use water outside of this window in compliance with OAR 690-033-0140. The applicant is requesting the water from February 1 through April 14 and from October 1 – October 31.

The primary water rights are from the Owyhee Irrigation District and the Old Owyhee Ditch Improvement District. Water is available from the districts beginning on April 15. The applicant plants onions as early as February. Prior to the release of ditch water and when there is a lack of soil moisture, the onions are stressed by the low moisture. Approval of this application would allow the applicant to irrigate during this critical time before the ditch water is available.

The applicant is also requesting water for the month of October. The applicant rotates his crops annually. The water will be used to irrigate winter wheat and other grains that are planted in the fall. The water will also be used to moisten the soil in the fall to aid in field preparation.

The irrigation season for the Owyhee District is from April 1 through October 15. Therefore the applicant is applying for primary rights during those times when the proposed water use does not overlap the Owyhee District's irrigation season and supplemental water rights for those times when the proposed use overlaps the District's irrigation season. The primary rights will be for February 1- March 31 and October 16-31; and the supplemental water rights will be for April 1-14 and October 1-15.

POD 1 is located at the confluence of an unnamed spring and an unnamed stream . The applicant is applying for 2.5 CFS, this is less than the standard rate of $1/80^{\text{th}}$ (4.43 cfs). The rate of 2.5 CFS is sufficient to meet the applicant's needs for supplemental irrigation.

RECEIVED
SEP 25 2015

Land Use Information Form



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

NOTE TO APPLICANTS

In order for your application to be processed by the Water Resources Department (WRD), this Land Use Information Form must be completed by a local government planning official in the jurisdiction(s) where your water right will be used and developed. The planning official may choose to complete the form while you wait, or return the receipt stub to you. Applications received by WRD without the Land Use Form or the receipt stub will be returned to you. Please be aware that your application will not be approved without land use approval.

This form is NOT required if:

- 1) Water is to be diverted, conveyed, and/or used only on federal lands; **OR**
- 2) The application is for a water right transfer, allocation of conserved water, exchange, permit amendment, or ground water registration modification, and **all** of the following apply:
 - a) The existing and proposed water use is located entirely within lands zoned for exclusive farm-use or within an irrigation district;
 - b) The application involves a change in place of use only;
 - c) The change does not involve the placement or modification of structures, including but not limited to water diversion, impoundment, distribution facilities, water wells and well houses; **and**
 - d) The application involves irrigation water uses only.

NOTE TO LOCAL GOVERNMENTS

The person presenting the attached Land Use Information Form is applying for or modifying a water right. The Water Resources Department (WRD) requires its applicants to obtain land-use information to be sure the water rights do not result in land uses that are incompatible with your comprehensive plan. Please complete the form or detach the receipt stub and return it to the applicant for inclusion in their water right application. You will receive notice once the applicant formally submits his or her request to the WRD. The notice will give more information about WRD's water rights process and provide additional comment opportunities. You will have 30 days from the date of the notice to complete the land-use form and return it to the WRD. If no land-use information is received from you within that 30-day period, the WRD may presume the land use associated with the proposed water right is compatible with your comprehensive plan. Your attention to this request for information is greatly appreciated by the Water Resources Department. If you have any questions concerning this form, please contact the WRD's Customer Service Group at 503-986-0801.

RECEIVED BY OWRD

AUG 27 2015

WR
SALEM, OR

Land Use Information Form



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

Applicant: James First Farmer Last

Mailing Address: P.O. Box 1585

Nyssa City OR State 97913 Zip Daytime Phone: 208-674-3200

A. Land and Location

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

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be			Proposed Land Use
20S	46E	11		400, 500	EFU	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Farming
20S	46E	11		900, 1000, 1100, 1200, 1201, 1202	EFU	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Farming
20S	46E	12		700	EFU	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Farming
20S	46E	12		100, 600	EFU	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Farming

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

Malheur

B. Description of Proposed Use

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

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

Source of water: Reservoir/Pond
 Ground Water
 Surface Water (name) spring, unnamed drainage and Locket Gulch

Estimated quantity of water needed: 4.73 cubic feet per second
 gallons per minute
 acre-feet

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

Briefly describe:

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

See bottom of Page 3. →

RECEIVED
 SEP 25 2015
 OWRD

For Local Government Use Only

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

Please check the appropriate box below and provide the requested information

Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): MCC TITLE 6 CHAPTER 6-6-3

Land uses to be served by the proposed water uses (including proposed construction) involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being pursued."**

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

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

Name: W. Alvin Scott Title: PLANNING DIRECTOR
 Signature: [Signature] Phone: 541.413.5185 Date: AUG 25, 2015
 Government Entity: MALHEUR COUNTY PLANNING DEPT.

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

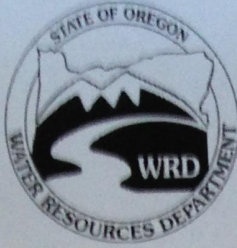
Receipt for Request for Land Use Information

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

RECEIVED BY OWRD

AUG 27 2015

SALEM, OR



application S88126

REV. 11/20/03

State of Oregon
Water Resources Department
725 Summer Street NE, Suite A
Salem, OR, 97301-1271
(503) 986-0900
www.wrd.state.or.us

SPRING DESCRIPTION SHEET

1. Is the spring on the property owned by the applicant? YES NO
2. If not, give name and address of legal owner: n/a
3. Have you secured consent of the legal owner of the spring to appropriate water and for construction of your delivery system? YES NO n/a
4. If you do not have such consent, do you expect to secure right-of-way through condemnation? YES NO n/a
5. What is the maximum flow from the spring in gallons per minute or cubic feet of water per second?
What is the maximum flow? 1.53 CFS measured 10/13/2015
Is flow measured or estimated? MEASURED ESTIMATED
6. Does the stream flowing from the spring form a well defined natural channel?
YES NO
7. Does the water flow off the lands on which it first arises? YES NO
8. Give the name of the stream or other body of water into which the water from the spring flows: unnamed tributary of Locket Gulch
9. If the water from the spring sinks or evaporates before reaching other water, give the distance water flows from spring before vanishing: n/a
10. Remarks: _____

I certify that the information I have provided on this form is accurate, true and correct to the best of my knowledge:

Applicant C Warren Farmer Signature 10-14-15 Date

Signature C Warren Farmer Date 10-14-15

PIERCEALL Jeffrey D

To: JFarmer@fortboise.com
Subject: New Surface Water Application Defficiency

James, Charles and Margaret,
The department received your application for a permit to use surface water for Fort Boise Produce. In reviewing the application, it was discovered that the required legal description of the properties being served was not included. We will need to have a legal description in order to accept the application as complete. Please provide legal descriptions of the properties in question. We can hold the application for one week to allow you time to submit the needed information otherwise, our fiscal department will require us to send back the application and check.

The legal description can generally be found as Exhibit "A" on the deed. Additionally, a title report may contain the information as well. The department cannot accept copies of tax statements as legal descriptions. You may respond to this email with the information or you may submit it by mail.

Thank you,

Jeffrey D. Pierceall Customer Service Manager
Oregon Water Resources Department
503-986-0801

S-00126

MCTC 29297
AFTER RECORDING RETURN TO:

JAMES G. & MARGARET M. FARMER
P. O. BOX 1585
NYSSA, OR 97913

UNTIL A CHANGE IS REQUESTED ALL
TAX STATEMENTS SHALL BE SENT TO
THE FOLLOWING ADDRESS:

JAMES G. & MARGARET M. FARMER
P. O. BOX 1585
NYSSA, OR 97913

Consideration: \$1,025,000.00

MALHEUR COUNTY, OR 2012-2965
DWD 08/16/2012 04:05 PM
Cnt=1 Pgs=4 Total:\$82.00



I, Deborah R. DeLong, County Clerk for Malheur County,
Oregon certify that the instrument identified herein was
recorded in the Clerk's records.
Deborah R. DeLong - County Clerk *Ray*

CORPORATE WARRANTY DEED

UDLINEK FARMS, INC., an Oregon corporation, hereinafter referred to as the Grantor,
hereby convey, grant and warrant to JAMES G. FARMER & MARGARET M. FARMER, husband
and wife, as to an undivided one-half interest, and C. WARREN FARMER, as to an undivided one-
half interest, as tenants in common, hereinafter collectively referred to as the Grantees, for the sum of
TEN DOLLARS and other good and valuable consideration, the following described real property,
to-wit:

See Exhibit A attached hereto and, by this reference, incorporated herein as if set
forth in full.

SUBJECT TO:

Mineral reservation, as reserved by Eastern Oregon Land Company and all rights of
said party and its successors in interest as owners thereof, in Deed recorded
August 15, 1927, Book 28, Page 477, official records;

Right of way deed for irrigation pipeline including terms and provision thereof, from
Lloyd and Iva Adams to James and Charles Farmer dba Desert Sheep Co., recorded
Nov. 25, 1952, Book 91, Instr. No. 62500, official records;

An easement for underground water pipeline created by instrument, including the
terms and provisions thereof recorded August 1, 2007, as Instrument No. 2007-5822,
official records in favor of C. Warren Farmer;

Right of ways as offered for dedication on Partition Plat No. 08-03, recorded
February 6, 2008, as Instrument No. 2008-779, records of Malheur County, Oregon.

WARRANTY DEED - 1

204611 #1000
1100
1200
1201
1202

FMU
2046A
2800
2900
3001

RECEIVED

AUG 28 2015

WATER RESOURCES DEPT
SALEM, OREGON

EXHIBIT "A"

Parcel 1 (Tax Lots 1200, 1201 & 1202)
Land in Malheur County, Oregon, as follows:
In Twp. 20 S., R. 46 E., W.M.:
Sec. 11: A portion of the S1/2 SW1/4 and a portion of the SW1/4 SE1/4,
more particularly described as follows:

Parcel Nos. 1 and 2, and Unsurveyed Parcel No. 3 of Partition Plat No. 88-83,
recorded February 6, 2008, as Instrument No. 2008-779, records of Malheur County,
Oregon.

Parcel 2 (Tax Lot 1000)
Land in Malheur County, Oregon, as follows:
In Twp. 20 S., R. 46 E., W.M.:
Sec. 11: NW1/4 SE1/4, and that portion of the SW1/4 SE1/4 and SE1/4 SW1/4,
lying East of the draw more particularly described as follows:
Beginning at a point 100 feet West of the Northeast corner of the SE1/4 SW1/4;
thence Southeasterly coincident with said draw to the intersection with the East
boundary of the SE1/4 SW1/4, said point being 280 feet South of the Northeast
corner of said SE1/4 SW1/4;
thence Southeasterly coincident with said draw to the intersection with the East boundary
of the SW1/4 SE1/4 said point being 980 feet South of the Northeast corner of the
SW1/4 SE1/4.
thence North coincident with the East boundary of the SW1/4 SE1/4, 980 feet to the
Northeast corner.
thence West coincident with the North boundary of said SW1/4 SE1/4 and SE1/4 SW1/4
to the Point of Beginning

Parcel 3 (Tax Lot 1100)
Land in Malheur County, Oregon, as follows:
In Twp. 20 S., R. 46 E., W.M.:
Sec. 11: The N1/2 SW1/4,
EXCEPTING THEREFROM those parcels as conveyed
to the United States of America for lateral right of way,
by Deed recorded August 8, 1938, in Book 44, at Page 462,
Deed Records of Malheur County, Oregon.

EXHIBIT A

2012-02885
MALHEUR COUNTY, OREGON

Page 4 of 4

RECEIVED

AUG 28 2015

WATER RESOURCES DEPT
SALEM, OREGON

After Recording Return to:
Farm Credit Services - Ontario
308 SE 10th Street
Ontario, OR 97914

COPY

Customer/Note No: 014063-448-999-99

Deed of Trust

On June 21, 2013, James G. Farmer and Margaret Moore Farmer, same person as Margaret M. Farmer, a married couple and Charles W. Farmer, same person as C. Warren Farmer, a single person, hereinafter called Grantors, whose address is

PO Box 2357
Nyssa, OR 97913

grant, convey, warrant, transfer and assign to Malheur County Title Company, Inc., a corporation, hereinafter called Trustee, whose address is 81 South Oregon Street, Ontario, Oregon 97914, in trust with power of sale for the benefit of Northwest Farm Credit Services, FLCA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Beneficiary, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, property in Malheur County(ies), State of Oregon, more particularly described as follows (the "Land"):

Parcel 1

Land in Malheur County, Oregon, as follows:
In Twp. 20 S., R. 46 E., W.M.:
Sec. 11: W1/2NW1/4.

RECEIVED

AUG 28 2015

Parcel 2

Land in Malheur County, Oregon, as follows:
In Twp. 20 S., R. 46 E., W.M.:
Sec. 12: Two parcels of land located within the NW1/4, more particularly described as follows:

WATER RESOURCES DEPT
SALEM, OREGON

Parcel Nos. 2 and 3 in Partition Plat No. 93-3, recorded June 11, 1993, as Instrument No. 93-3704, records of Malheur County, Oregon.

<u>Account No.</u>	<u>Code No.</u>	<u>Map No.</u>	<u>Tax Lot No.</u>
09992	29	204611	400
10018	29	204612	600
18538	29	204612	700;

and including all buildings, structures, wells and other improvements now or hereafter located on the Land, including, but not limited to the fixtures (as described below), and all other equipment, machinery, appliances, goods and other articles attached to such buildings and other improvements; all fixtures (including without limitation, goods that are or become so related to the Land that an interest in them arises under the real estate law) and any Deed of Trust (014063-448-999-99)

S-88/26

additions or replacements now or hereafter located on, attached to, installed in or used in connection with the Land; all personal property, appliances, equipment and goods now or hereafter owned or possessed by Grantors located upon, in, or about or used in connection with the Land or improvements; all rights, rights-of-way, easements, licenses, profits, claims, demands, privileges, grazing privileges, leases, rents, issues, tenements, hereditaments, and appurtenances now owned or hereafter acquired by Grantors and used in connection with the Land and the improvements or as a means of access to either or both, (including without limitation all rights over the property of third persons which are related thereto, private roads, water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever and howsoever evidenced, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating and irrigating apparatus, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided to Grantors under the terms of the Loan Documents and any amounts expended by Beneficiary to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, and payment of the indebtedness under the terms of the Note(s) made by Grantors to the order of Beneficiary, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

DATE OF NOTE	PRINCIPAL AMOUNT	FINAL INSTALLMENT DATE
June 21, 2013	\$310,000.00	January 1, 2023

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

Grantors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as otherwise previously disclosed, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers. Grantors authorize Beneficiary to file a financing statement and any continuations thereof, describing any personal property or fixtures described herein, without further signature by Grantor.
2. That this deed of trust also constitutes a Security Agreement granting Beneficiary a security interest in any and all personal property described above.
3. To keep all buildings and other improvements, now or hereafter existing, in good repair; not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property; and Beneficiary shall have the right to enter upon the Property to make full inspection of the Property.
4. To maintain casualty insurance, naming Beneficiary as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined that any building or improvement is located, in whole or in part, within a special flood hazard area; to pay all premiums and charges on all such insurance when due; and to provide Beneficiary satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Beneficiary.

Deed of Trust (014063-448-999-99)

RECEIVED

AUG 28 2015

WATER RESOURCES DEPT
SALEM, OREGON

5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this deed of trust, except as stated above.
6. To specifically assign and deliver to Beneficiary all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; Beneficiary may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and application or release of such amounts shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.
7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Beneficiary; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Beneficiary access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Beneficiary shall be for Beneficiary's purposes only and shall not be construed to create any responsibility or liability on the part of Beneficiary to Grantors or to any other person); to forward copies of any notices received from any environmental agencies to Beneficiary; to provide Beneficiary copies of any independent test or inspection reports on the environmental status of the Property; and to indemnify and hold Beneficiary, its directors, employees, agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.
8. That neither Grantors nor, to the best of Grantors' knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Grantor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents, foreclosure of this deed of trust, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.
9. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); not to apply or enter into any federal, state or local program which limits or restricts the use of the Property, in any way without prior written consent of Beneficiary; to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real property described above; any assignment of any such interest during the term of this deed of trust, naming Beneficiary as an assignee shall be for security purposes and shall not alter Grantors' obligations hereunder; and any failure of Grantors to perform any such obligation shall constitute an event of default.
10. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned, conveyed or waived to Trustee or Beneficiary, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Beneficiary shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Grantors have received no notice that the Grazing Rights

RECEIVED

AUG 28 2015

WATER RESOURCES DEPT
SALEM, OREGON

have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this deed of trust.

11. To execute any instrument deemed necessary by the Beneficiary to assign, convey or waive such Grazing Rights to the Trustee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Beneficiary copies of any notices received by Grantors regarding the Grazing Rights; and in the event of foreclosure of this deed of trust, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at Trustee's or foreclosure sale, or from any successor to such purchaser.
12. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Grantors shall comply with the terms and provisions of said laws, regulations and contracts; Grantors, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Beneficiary their attorney-in-fact to select and designate the portion of the property to be subject to a recordable contract, in the event Grantors become subject to the excess land limitation; if Grantors fail to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Grantors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Grantors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Grantors shall execute a supplemental deed of trust on such lands in favor of the Beneficiary; and failure to execute such deed of trust on demand, shall constitute an event of default.
13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Beneficiary may, at its option, perform the same, in whole or in part; any advances, attorney fees or costs, paid or incurred by Beneficiary to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the obligation secured by this deed of trust.
14. That the indebtedness and obligations secured by this deed of trust are personal to the Grantors and are not assignable by Grantors; Beneficiary relied upon the credit of Grantors, the interest of Grantors in the Property and the financial market conditions then existing when making this loan; if Grantors sell, transfer or convey or contract to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Beneficiary, or if Grantors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Grantors, or if Grantors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Grantors shall be in default hereunder.
15. That time is of the essence and in the event of default, at Beneficiary's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Beneficiary shall have the right to foreclose the lien of this deed of trust or to direct Trustee, in writing, to foreclose this deed of trust by notice and sale, to have a receiver appointed in any court proceeding, to collect any rents, issues and profits from the Property and to deliver them to Beneficiary to be applied as provided above and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.
16. That Beneficiary may from time to time, in writing and without further notice or consent, release any person from liability for payment of any of the indebtedness or extend the time or otherwise alter the terms of payment

Deed of Trust (014063-448-999-99)

4

RECEIVED

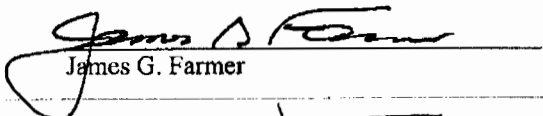
AUG 28 2015

WATER RESOURCES DEPT
SALEM, OREGON

of any of the indebtedness; and Trustee may, with written consent of Beneficiary, at any time and from time to time, and without affecting the liability of any person:

- a. Join in any subordination or other agreement affecting this deed of trust or lien or charge thereof.
 - b. Reconvey, without warranty, any or all of the Property.
17. That after all sums secured hereby have been paid, upon receipt of the deed of trust and note and payment of its fees, Trustee shall reconvey without warranty the Property, as provided by law. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
 18. That, in the event of foreclosure of this deed of trust by notice and sale, the power of sale shall be exercised by the Trustee according to and under the authority of the law pertaining to deeds of trust then in effect in the state in which the Property is situated; Trustee shall deliver to purchaser its deed, without warranty, containing recitals demonstrating compliance with the requirements of such law.
 19. To surrender possession of such premises within the time period provided by law; in the event Beneficiary is purchaser of the Property and possession is not delivered, as provided by law, to pay Beneficiary the costs and the expenses, including reasonable attorney fees, incurred in any suit or action by Beneficiary to obtain possession of the premises.
 20. That Trustee accepts this trust when this deed, duly executed and acknowledged is recorded as provided by law; any Trustee lawfully appointed by Beneficiary as a substitute or successor Trustee shall succeed to all the powers and duties of the Trustee named herein; Trustee is not obligated to notify any party hereto of the pending sale under any other deed of trust or any action or proceeding in which Grantors, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by Trustee.
 21. That as used herein, the term "deed of trust" shall be synonymous with the terms "trust indenture" and "trust deed"; the term "Grantors" shall be synonymous with the term "Trustors" as used in any of the laws of the state in which the Property is situated; the term "Beneficiary" shall mean the holder and owner of any Note secured hereby, or if any Note(s) has been pledged, the pledgee thereof.
 22. That the failure of Beneficiary to exercise any right or option provided herein, at any time shall not preclude Beneficiary from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Beneficiary or on Trustee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the deed of trust shall be construed as though such provision had been omitted.
 23. That Grantors and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this deed of trust.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.


James G. Farmer


Charles W. Farmer

Deed of Trust (014063-448-999-99)

5

RECEIVED

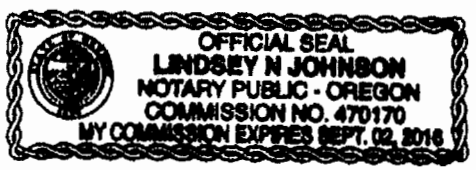
AUG 28 2015

WATER RESOURCES DEPT
SALEM, OREGON

Margaret Moore Farmer
Margaret Moore Farmer

STATE OF oregon)
)ss.
County of malheur)

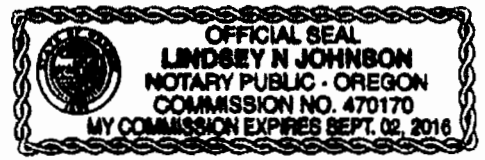
On this 25 day of June, 2013, before me personally appeared James G. Farmer, known to me to be the Individual described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Lindsey N. Johnson
Printed name Lindsey N. Johnson
Notary Public for the State of oregon
Residing at ontario, oregon
My commission expires Sept 2, 2016

STATE OF oregon)
)ss.
County of malheur)

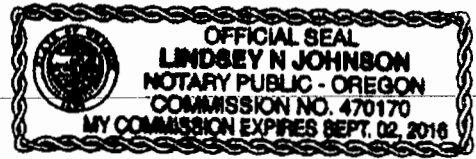
On this 25 day of June, 2013, before me personally appeared Charles W. Farmer, known to me to be the Individual described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Lindsey N. Johnson
Printed name Lindsey N. Johnson
Notary Public for the State of oregon
Residing at ontario, oregon
My commission expires Sept 2, 2016

STATE OF oregon)
)ss.
County of malheur)

On this 25 day of June, 2013, before me personally appeared Margaret Moore Farmer, known to me to be the Individual described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Lindsey N. Johnson
Printed name Lindsey N. Johnson
Notary Public for the State of oregon
Residing at ontario, oregon
My commission expires Sept 2, 2016

RECEIVED

AUG 28 2015

Beneficiary acknowledges that this deed of trust is subject to a security interest in favor of CoBank, FCB (Bank) and by its acceptance hereof and pursuant to and in confirmation of certain agreements and assignments by and between Beneficiary and Bank, does assign, transfer and set over the same unto Bank, its successors and assigns, to secure all obligations of Beneficiary to Bank, provided that pursuant to such agreements and assignments Beneficiary has authority to perform all loan servicing and collection actions and activities hereunder, including without limitation thereto, releasing in whole or in part and foreclosing judicially or otherwise this deed of trust until the Bank, by instrument recorded in the office in which this deed of trust is recorded, revokes such authority.

Deed of Trust (014063-448-999-99)

7

RECEIVED

AUG 28 2015

WATER RESOURCES DEPT
SALEM, OREGON

AFTER RECORDING RETURN TO:

C. Warren Farmer and James G. Farmer
726 Grand Avenue
Nyssa, OR 97913
#116902

Malheur Co. Title
81 S. Oregon
Ontario, OR 97914

UNTIL A CHANGE IS REQUESTED, ALL
TAX STATEMENTS SHALL BE SENT TO
THE FOLLOWING ADDRESS:

C. Warren Farmer and James G. Farmer
726 Grand Avenue
Nyssa, OR 97913

MALHEUR COUNTY, OR 2011-0562
D WD 02/18/2011 02:51 PM
Crt=1 Pgs=2 Total: \$47.00



00002122201100005620020022

I, Deborah R. DeLong, County Clerk for Malheur County,
Oregon certify that the instrument identified herein was
recorded in the Clerk records.

Deborah R. DeLong - County Clerk

W A R R A N T Y D E E D

ELVIN L. BALLOU and FRANCES JANE BALLOU, husband and wife,
called Grantor herein, hereby conveys and warrants to C. WARREN
FARMER and JAMES G. FARMER, each as to an undivided one-half
interest, as tenants in common, called Grantee, the following
described real property free of encumbrances except as specifi-
cally set forth in the attached Schedule "A".

The true consideration for this conveyance is: \$100,000.

WARNING: 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 INSTRU-
MENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK
WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY
APPROVED USES.

Dated as of October 13, 1992.

Elvin L. Ballou

Frances Jane Ballou
Grantor

STATE OF OREGON)
) ss.
County of Malheur)

RECEIVED

AUG 28 2015

The foregoing instrument was acknowledged before me ~~WATER~~ RESOURCES DEPT
day of May, 1993, by Elvin C. Ballou and Frances Jane SALEM, OREGON
Ballou, husband and wife.

S-08126

SCHEDULE "A"

Land in Malheur County, Oregon, as follows:

In Twp. 20 S., R. 46 E., W.M.

Sec. 12: Parcel Nos. 2 and 3 in Partition Plat
#93- 3 filed June 11, 1993,
as Instrument No. 93- 3704.

SUBJECT TO the fact that as disclosed by the tax roll the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest.

ALSO SUBJECT TO the charges and assessments of the Ontario-Nyssa Irrigation District now merged into the Owyhee Irrigation District and any and all matters pertaining thereto.

ALSO SUBJECT TO the rights of the public in and to existing County road rights-of-way.

ALSO SUBJECT TO that certain easement, including the terms and provisions thereof, in favor of Idaho Power Company, a corporation, recorded May 10, 1940, Book 16, Page 53, Leases and Agreements, across the $W\frac{1}{2}NW\frac{1}{4}$ and $NE\frac{1}{4}NW\frac{1}{4}$ of Sec. 12. (Affects Parcel No. 1)

ALSO SUBJECT TO that certain easement, including the terms and provisions thereof, in favor of Idaho Power Company, a corporation, recorded July 29, 1938, Book 14, Page 483, Leases and Agreements, across the $SW\frac{1}{4}NW\frac{1}{4}$ of Sec. 12. (Affects Parcel No. 2)

ALSO SUBJECT TO that certain easement, including the terms and provisions thereof, from James G. Farmer, et al, to Elvin L. Ballou, et ux, recorded March 1, 1991, Instrument No. 91-1206, Deed Records, for constructing of underground pipe line and maintenance. (Affects Parcel No. 2)

ALSO SUBJECT TO that certain Mortgage, including the terms and provisions thereof, from Elvin L. Ballou and Frances Jane Ballou, husband and wife, to the State of Oregon, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, dated November 20, 1979, recorded December 6, 1979, Instrument No. 71461, Mortgage Records, securing the payment of \$139,100.00, as therein provided. (Affects Parcel No. 2)

ALSO SUBJECT TO all easements, rights of way, reservations, roadways, both of record and those appearing upon the above-described premises.

TOGETHER WITH an easement 30 feet in width for ingress and egress along the South boundary of parcel 1 as set forth in the partition map.

TOGETHER WITH any and all rights in that certain pipeline for the delivery of irrigation water, which pipeline lies within a portion of Tax Lots 2400 and 2401 lying immediately west of the above described real property.

TOGETHER WITH all water rights, ditch rights, and easements

RECEIVED

AUG 28 2015

WATER RESOURCES DEPT
SALEM, OREGON

RETURN TO:
Land Title
70 SW 3rd Ave
Ontario, OR 97914

WARRANTY DEED

Certified to be a true copy
of the original.

Dolores J. Adams

JAYO FARMS, INC., Grantor, conveys and warrants to RONALD D. SCHOEN, Grantee, as duly appointed, qualified and acting trustee in Bankruptcy Case No. 88-01744, in the United States Bankruptcy Court for the District of Idaho, the following described property free of encumbrances except as specifically set forth herein:

REAL PROPERTY IN MALHEUR COUNTY, OREGON

In Twp. 20 S., R. 46 E., W.M.:

Sec. 12:

All that portion of the N $\frac{1}{2}$ NE $\frac{1}{4}$ lying East of the Owyhee Ditch Right of way, EXCEPTING the North 12 feet for road right of way. ALSO that portion of the S $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ described as follows:

*3400
211*

Beginning at the Northeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence West, along the North boundary of the said S $\frac{1}{2}$ NE $\frac{1}{4}$, to the right of way of the main canal of the Owyhee Ditch Company; thence Southerly along the said main canal, to its intersection with Lockett Gulch Wasteway; thence Southeasterly along said Lockett Gulch Wasteway, to its intersection with the East boundary of said Sec. 12; thence North along the East boundary to the Point of Beginning.

SUBJECT to canal, wasteway and highway rights of way.

Code 29 Map No. 2046A Tax Lot No. 3400 Computer No. 10015

Fifty five (55) shares of the capital stock of the Owyhee Ditch Company identified as stock certificate #3142, issued June 6, 1964 to Jayo Farms, Inc. and transferred May 9, 1979 to the Federal Land Bank of Spokane.

PERSONAL PROPERTY IN MALHEUR COUNTY, OREGON

- 1) Approximately 3,100 ea 4' x 5' onion bins.
- 2) All ditch tins, siphon tubes and irrigation equipment owned by Grantor.

SUBJECT to all valid outstanding reservations, easements, rights-of-way, restrictions, dedications, mineral leases, mineral reservations and mineral conveyances of record.

SUBJECT to general taxes:

- 1989-1990 for \$5,287.67 plus interest.
- 1990-1991 for \$11,743.39 plus interest.
- 1991-1992 for \$10,369.12 plus interest.
- 1992-1993 for \$8,779.14 plus interest.
- 1993-1994 for an undetermined amount which are a lien not yet payable.

RECEIVED

AUG 28 2015

WATER RESOURCES DEPT
SALEM, OREGON

SUBJECT to charges and assessments of the Owyhee Ditch Company and any and all matters pertaining thereto.

SUBJECT to charges and assessments of the Ontario-Nyssa Irrigation District now merged into the Owyhee Irrigation District and any and all matters pertaining thereto.

SUBJECT to declaration and waiver, including the terms and provisions thereof, between Jayo Farms, Inc. and Investors Division, Pacific American Leasing Corporation, recorded August 4, 1977, Instrument No. 32893, Leases and Agreements.

SUBJECT to mortgage and lease, including the terms and provisions thereof, from Jayo Farms, Inc. to Investors Division, Pacific American Leasing Corporation, no date, recorded January 16, 1978, Instrument No. 39660, Mortgage Records, securing the payments of Leasing Equipment, as therein provided.

SUBJECT to mortgage, including the terms and provisions thereof, from Jayo Farms, Inc., a corporation; Frank Jayo and Anna Jayo, husband and wife; and Thomas J. Jayo, to the Federal Land Bank of Spokane, a corporation, dated May 4, 1979, recording May 11, 1979, Instrument No. 62955, Mortgage Records, securing the payment of \$175,000.00 as therein provided. (Also covers other lands.) Said mortgage was modified and/or extended by agreement dated December 20, 1989, recorded December 29, 1989, Instrument No. 89-39935, Mortgage Records.

SUBJECT to complaint to foreclose mortgage entitled "Federal Land Bank of Spokane, a corporation, Plt. -vs- Jayo Farms et al, Defs.", Action No. 22,228-E, filed June 13, 1988, concerning Mortgage recorded as Instrument No. 62955.

SUBJECT to notice of lis pendens, The Federal Land Bank of Spokane vs. Jayo Farms, et al, Suit No. 88-06-22,228-E, Malheur County, recorded June 16, 1988, Instrument No. 88-18780.

SUBJECT to mortgage, including the terms and provisions thereof, from Jayo Farms, Inc. to MNB Financial Corp., dated June 28, 1983, recorded June 30, 1983, Instrument No. 83-115398, Mortgage Records, securing the payment of \$246,934.55 as therein provided.

SUBJECT to mortgage, including the terms and provisions thereof, from Jayo Farms, Inc., a corporation; Frank Jayo and Thomas J. Jayo to Farm Credit Bank of Spokane, a corporation, dated August 11, 1989, recorded December 28, 1989, Instrument No. 89-39936, Mortgage Records, securing the payment of \$175,000.00 as therein provided.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the Grantee, and assigns forever. And Grantor does hereby covenant to and with the Grantee that the property is free from all encumbrances, except as set forth hereinabove.

DATED This 24 day of September, 1993.

RECEIVED

JAYO FARMS, INC.

AUG 28 2015

WATER RESOURCES DEPT
SALEM, OREGON
WARRANTY DEED

By Frank Jayo

STATE OF OREGON)
)
County of Malheur)

On this the 24th day of September, 1993, before me, the undersigned, a Notary Public for said State, personally appeared FRANK JAYD, known to me to be the person whose name is subscribed to the foregoing Warranty Deed, and acknowledged to me that he executed the same as debtor and Grantor and that he is the PRESIDENT of Jayo Farms, Inc., and that this document was voluntarily signed and sealed on behalf of the Corporation by authority of its Board of Directors.

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



Linda C. Simmons
Notary Public for Oregon
Residing at Ontario, OR
My Commission Expires 12-11-94

Inst. No. 93-6623

I certify that the within instrument of writing was received for record on the 27 day of Sept. 19 93 at 8:32 o'clock A. M.

STATE OF OREGON)
) SS
County of Malheur)

DEBORAH R. DeLONG
County Clerk

By Marilyn Mayhall Deputy

RECEIVED

AUG 28 2015

WATER RESOURCES DEPT
SALEM, OREGON

RETURN TO:
Land Title
70 SW 3rd Ave
Ontario OR 97914

INSTRUMENT NO. 93 - 6624

Page 1 of 4 Pages

TRUSTEE DEED

Certified to be a true copy
of the original.

Dolores Adams

FOR VALUE RECEIVED in the amount of four hundred sixty five thousand dollars (\$465,000.00), RONALD D. SCHOEN, as duly appointed, qualified and acting trustee in Bankruptcy Case No. 88-01744, in the United States Bankruptcy Court for the District of Idaho, wherein JAYO FARMS, INC. appeared as debtor, Grantor therein, does hereby grant bargain, sell and convey unto C. WARREN FARMER and JAMES G. FARMER, each as to an undivided one-half interest, as tenants in common, the Grantee, all right, title and interest to the said Estate, in and to the following described property, located in the County of Malheur, State of Oregon:

REAL PROPERTY IN MALHEUR COUNTY, OREGON

In Twp. 20 S., R. 46 E., W.M.:

Sec 11: All that portion of the N $\frac{1}{2}$ NE $\frac{1}{4}$ lying East of the Owyhee Ditch Right of way, EXCEPTING the North 12 feet for road right of way. ALSO that portion of the S $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ described as follows:

Beginning at the Northeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence West, along the North boundary of the said S $\frac{1}{2}$ NE $\frac{1}{4}$, to the right of way of the main canal of the Owyhee Ditch Company; thence Southerly along the said main canal, to its intersection with Lockett Gulch Wasteway; thence Southeasterly along said Lockett Gulch Wasteway, to its intersection with the East boundary of said Sec. 12; thence North along the East boundary to the Point of Beginning.

SUBJECT to canal, wasteway and highway rights of way.

Code 29 Map No. 2046A Tax Lot No. 3400 Computer No. 10015

Fifty five (55) shares of the capital stock of the Owyhee Ditch Company identified as stock certificate #3142, issued June 6, 1964 to Jayo Farms, Inc. and transferred May 9, 1979 to the Federal Land Bank of Spokane. Said water stock certificate will be held as security with Northwest Farm Credit Services, ACA showing the Grantee (Farmer) as owners and Northwest Farm Credit Services, ACA as lien holder.

PERSONAL PROPERTY IN MALHEUR COUNTY, OREGON

- 1) Approximately 3,100 ea 4' x 5' onion bins.
- 2) All ditch tins, siphon tubes and irrigation equipment owned by Jayo Farms.

TRUSTEE DEED

-1

RECEIVED

AUG 28 2015

WATER RESOURCES DEPT
SALEM, OREGON

3400
211

SUBJECT TO the fact that as disclosed by the tax roll that the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest.

ALSO SUBJECT TO the charges and assessments of the Owyhee Ditch Company and any and all matters pertaining thereto.

ALSO SUBJECT TO that certain declaration, including the terms and provisions thereof, as filed by the Owyhee Ditch Company, recorded October 19, 1916, Book 10, Page 45, Deed Records, for a canal right of way.

ALSO SUBJECT TO the charges and assessments of the Ontario-Nyssa Irrigation District, now merged into the Owyhee Irrigation District, and any and all matters pertaining thereto.

ALSO SUBJECT TO the rights of the public in and to existing County road rights of way.

ALSO SUBJECT TO the rights of the public in and to existing State Highway rights of way.

ALSO SUBJECT TO the agreement, including the terms and provisions thereof, between ---- and Owyhee Ditch Company, recorded April 5, 1909, Book 2, Page 10, Leases and Agreements, for Lockett Wasteway right of way across the land under consideration.

ALSO SUBJECT TO the easement, including the terms and provisions thereof, in favor of Idaho Power Company, a corporation, recorded December 19, 1910, Book 10, Page 322, Leases and Agreements, across the SE $\frac{1}{4}$ NE $\frac{1}{4}$.

ALSO SUBJECT TO the easement, including the terms and provisions thereof, in favor of Idaho Power Company, a corporation, recorded December 19, 1910, Book 10, Page 322, Leases and Agreements, across the NE $\frac{1}{4}$ NE $\frac{1}{4}$.

ALSO SUBJECT TO the easement, including the terms and provisions thereof, in favor of Idaho Power Company, a corporation, recorded February 7, 1978, Instrument No. 40668, Deed Records, across the NW $\frac{1}{4}$ NE $\frac{1}{4}$.

ALSO SUBJECT TO those certain reservations in deed from Franklin C. Fry, et ux to --, recorded April 16, 1943, Book 57, Page 269, Deed Records, for an irrigation ditch and waste ditch.

ALSO SUBJECT TO the right of way and easement, including the terms and provisions thereof, from Frank Jayo, et ux, recorded April 27, 1960, Book 115, Instrument No. 20038, Deed Records, for a pipeline across the S $\frac{1}{2}$ NE $\frac{1}{4}$.

ALSO SUBJECT TO all easements, rights of way, reservations, roadways, both of record and those appearing upon the above-described premises.

TOGETHER WITH all water rights, ditch rights, and easements appurtenance thereto.

TRUSTEE DEED

-2

RECEIVED

AUG 28 2015

WATER RESOURCES DEPT
SALEM, OREGON

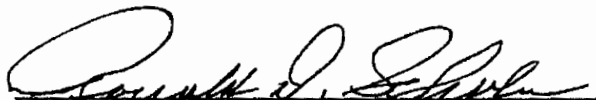
ALSO SUBJECT TO reservation to Frank Jayo of a limited life estate of the residence and adjacent yard and garden area at 639 Enterprise Avenue, Nyssa, Oregon 97913, and a easement for access thereto. Said life estate is subject to earlier defeasance in the event that Frank Jayo is unable to occupy the residence for more than six months. The area to be retained is more particularly described as follows:

Land in Malheur County, Oregon, as follows:

Beginning at a point in the N $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 12, Twp. 20 S., R. 46 E., W.M., where the Eastern boundary of the Owyhee Ditch right of way intersects the Southern boundary of the existing County road right of way; thence East along said County road right of way a distance of 175 feet; thence South, perpendicular to the County road right of way a distance of 216 feet; thence West, parallel to the County road right of way a distance of 101 feet, more or less, to the Eastern boundary of the Owyhee Ditch right of way; thence North along said Owyhee Ditch right of way to the point of beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the Grantee, their heirs and assigns forever. And Grantor does hereby covenant and warrant to and with the Grantee that the property is free from all encumbrances, except as set forth hereinabove.

DATED This 27TH day of September, 1993.


Ronald D. Schoen, Trustee

TRUSTEE DEED

-3

RECEIVED

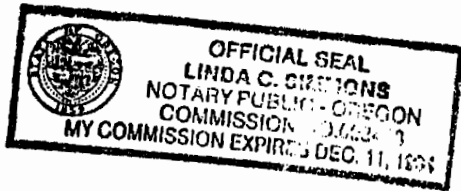
AUG 28 2015

WATER RESOURCES DEPT
SALEM, OREGON

STATE OF OREGON)
County of Malheur)

On this the 24th day of September, 1993, before me, the undersigned, a Notary Public for said State, personally appeared RONALD D. SCHOEN, known to me to be the person whose name is subscribed to the foregoing Trustee Deed, and acknowledged to me that he executed the same as the Trustee of the Estate of JAYO FARMS, INC., debtor, and he executed the same as the Grantor.

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



Linda C. Simons
Notary Public for Oregon
Residing at Ontario, OR
My Commission Expires 12-11-94

STATE OF OREGON)
County of Malheur) SS

Inst. No. 93-6624

I certify that the within instrument of writing was received for record on the 27 day of Sept 19 93 at 8:34 o'clock A. M.

DEBORAH R. DeLONG
County Clerk

By *Marion Mayhall* Deputy

TRUSTEE DEED

RECEIVED

AUG 28 2015

WATER RESOURCES DEPT
SALEM, OREGON



MALHEUR COUNTY, OR 2013-3144
DST SP WD 07/03/2013 3:21:57 PM
Cnt=1 Pgs=2 Total:\$52.00



00018322201300031440020028

I, Deborah R. DeLong, County Clerk for Malheur County, Oregon certify that the instrument identified herein was recorded in the Clerk records.
Deborah R. DeLong - County Clerk

Chubb

After recording return to:
James G. Farmer *in CTC #29933*
PO Box 1585 *81 S Oregon*
Nyssa, OR 97913 *Ontario, OR 97914*
#215712

Until a change is requested, tax statements shall be sent to the following address:
James G. Farmer
PO Box 1585
Nyssa, OR 97913

STATUTORY SPECIAL WARRANTY DEED

Leo J Freiermuth and Kristen Freiermuth, Grantor, conveys and specially warrants to James G. Farmer and Margaret M. Farmer, Husband and Wife as to an undivided 1/2 interest and C. Warren Farmer, as to an undivided 1/2 interest, as tenants in common, Grantee, the following described real property free of encumbrances created or suffered by the Grantor except as specifically set forth herein:

The West Half of the Northwest Quarter (W1/2 NW1/4) of Section Eleven (11), Township Twenty (20) South, Range Forty-Six (46) E.W.M.
Malheur County Oregon

Tax Account No. 400 *Map 204611*

This property is free of encumbrances created or suffered by the Grantor, EXCEPT:

SEE EXHIBIT "A" attached

The true consideration for this conveyance is: This deed is given in fulfillment of that certain contract recorded between grantor and grantee on *February 29, 2012* as Instrument No. *2012-0600*

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

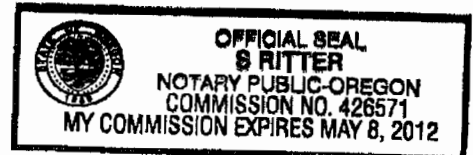
Dated: February ~~28~~ 2012

Leo J Freiermuth *Kristen Freiermuth*
Leo J Freiermuth Kristen Freiermuth

STATE OF OREGON
COUNTY OF *Clackamas*

The foregoing instrument was acknowledged before me this 27 day of February, 2012 by Leo J Freiermuth and Kristen Freiermuth.

[Signature]
Notary Public State of Oregon
My commission expires: 5/8/12



RECEIVED

AUG 28 2015

WATER RESOURCES DEPT
SALEM, OREGON

Order No. 16F0180072
Deed - Special Warranty
ORRQ 6/2005; Rev. 12/2007

pd. \$52.00

Exhibit "A" with Exceptions

Subject to:

9. Persons in possession or claiming the right of possession.
10. As disclosed by the tax roll the premises herein described have been zoned or classified as farm use. At any time that said land is disqualified from such use, additional taxes, penalties and interest may be assessed.
11. Rights of the Public in and to existing County road right of way.
12. Mineral Conveyance, including the terms and provisions thereof, to EOM, Limited, a California limited partnership, as to a full interest therein, as disclosed in Deed recorded July 31, 1984, Instrument No. 84-122769, Malheur County Deed Records, and all rights of said party and their successors in interest as owners thereof.

2013-3144
MALHEUR COUNTY, OREGON

Page 2 of 2

RECEIVED

AUG 28 2015

WATER RESOURCES DEPT
SALEM, OREGON

*Unrecorded interests
James G. Farmer, C. Warren
Farmer, C. Warren, James G. Farmer
conveyed to noted mortgage*

BARGAIN AND SALE DEED

Elvin L. Ballou and Frances Jane Ballou, also known as Francis Jane Ballou, Grantors, convey to James G. Farmer and C. Warren Farmer, Grantees, as Tenants-in-Common, each an undivided one-half interest, the following described real property:

Land in Malheur County, Oregon, as follows:

In Twp. 20 S., R. 46E., W.M.;

Sec. 11: A parcel of land in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ described as follows:

Commencing at the Northwest corner of the said SE $\frac{1}{4}$ NE $\frac{1}{4}$;
thence West, coincident with the North boundary thereof, 475 feet more or less, to a point on the West bank of the Owyhee Canal right of way;
thence West, coincident with said North boundary, 325 feet to the POINT OF BEGINNING;
thence South 208.75 feet;
thence West, parallel with the North boundary, 208.75 feet;
thence North 208.75 feet;
thence East, coincident with the North boundary, 208.75 feet to the Point of Beginning.

TOGETHER with an easement over and across an existing right of way, the centerline being more particularly described as follows:

Beginning at a point approximately 550 feet South of the Northeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Sec. 11;
thence West approximately 350 feet;
thence Northwesterly approximately 224 feet;
thence Westerly along the Southerly side of the hill approximately 500 feet;
thence Northerly along the Westerly side of the hill approximately 350 feet;
thence East approximately 200 feet to the West boundary of the parcel of the land described above.

RECEIVED

AUG 28 2015

WATER RESOURCES DEPT
SALEM, OREGON

Assessor's Account No.: Map 204600A Tax Lot 2500 Code 29;
Reference No. 09990.

The true consideration for this conveyance is \$6,399.25.

WARNING: 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.

Dated this 2 day of November, 1990.

Elvin L. Ballou
Frances Jane Ballou
Grantor

STATE OF OREGON)
) ss.
County of Malheur)

The foregoing instrument was acknowledged before me this 2nd day of November, 1990, by Elvin L. Ballou and Frances Jane Ballou..

Gary K. Kiyuna
Notary Public for Oregon
My Commission Expires: 6-2-9

After Recording Return to: Gary K. Kiyuna
 STUNZ, FONDA, NICHOLS, KIYUNA & OKAI
 P.O. Box 1565
 Nyssa, Oregon 97913

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

Jim Farmer and C. Warren Farmer
Fort Boise

RECEIVED

AUG 28 2015

WATER RESOURCES DEPT
SALEM, OREGON