



DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2009-49440



\$63.00

00700923200900494400040042

11/23/2009 11:14:54 AM

D-D Cnt=1 Str=1 BN

\$20.00 \$11.00 \$16.00 \$10.00 \$6.00

After Recording return to:  
Central Oregon Irrigation District  
1055 S.W. Lake Court  
Redmond, OR 97756

MAIL TAX STATEMENT  
TO: NO CHANGE

**QUITCLAIM DEED  
(WATER CONVEYANCE AGREEMENT)  
FOR TRANSFER OF INTEREST IN A WATER RIGHT**

Grantor, Walter L. Gnagy, the rightful owner of real property referenced herein, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in water rights appurtenant the land described in Exhibit "A" ("Subject Land") attached and incorporated by this reference and commonly known as: 15-13-10 NW NE 00200. Grantor further releases claim and responsibility for all of the primary and supplemental irrigation water rights appurtenant to the Subject Land, being 3.65 acres, more or less, of water rights issued on Certificates in the name of Central Oregon Irrigation District and to any other water rights that are specifically appurtenant to the Subject Land.

By entry of this deed, Grantor hereby notifies any subsequent purchaser of the Subject Land that Grantor, as owner of the Subject Land, approved the transfer (including a change in the place and type of use and point of diversion) of the water rights referenced herein that are appurtenant to the Subject Land; that the interest in the water rights appurtenant to the Subject Land may not be conveyed in subsequent real estate transactions of the Subject Land; and that upon completion of a transfer, by election of COID, the Subject Land will have 1.80 acres of appurtenant water right remaining.

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 3.65 acres of water rights.

This agreement is binding upon the heirs, executors, administrators, successors, and permitted assigns of the parties to this agreement.

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. 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 AND 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Consideration for this Quitclaim: \$3,285.00

T 11248

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

DATED this 12<sup>th</sup> day of November, 2009.

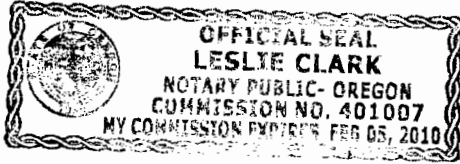
Grantor:

Walter L. Gnagy  
Walter L. Gnagy

(NOTARY PAGE ATTACHED)

State of Oregon )  
 ) ss.  
County of Deschutes )

This instrument was acknowledged before me on November 12, 2009 by Walter L. Gnagy.



Leslie Clark  
Notary Public for Oregon

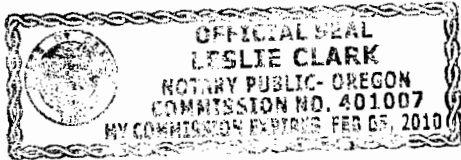
Grantee:  
[Signature]

Date 13 November, 2009

Steven C. Johnson, Secretary-Manager Central Oregon Irrigation District

State of Oregon )  
 ) ss.  
County of Deschutes )

This instrument was acknowledged before me on November 13, 2009 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.



Leslie Clark  
Notary Public for Oregon

T 11248

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

EXHIBIT "A"

In Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon; Section Ten (10): The Northwest Quarter of the Northwest Quarter of Northeast Quarter (NW1/4NW1/4NE1/4); EXCEPTING the East 30 feet thereof heretofore deeded to the public for road purposes and also EXCEPTING a parcel of land situate in the Southeast corner thereof more particularly described as follows: Commencing at the Southeast corner of said NW1/4NW1/4NE1/4; thence Westerly 30 feet along the South line thereof to the point of beginning; thence Northerly along a line parallel to and 30 feet Westerly of the East line of said NW1/4NW1/4NE1/4, a distance of 208.75 feet to a point; thence Westerly 417.50 feet to a point; thence Southerly 208.75 feet to a point on the South line of said NW1/4NW1/4NE1/4; thence Easterly 417.50 feet along the South line of said NW1/4NW1/4NE1/4 to the point of beginning and ALSO EXCEPTING therefrom that portion conveyed to the State of Oregon by and through its Department of Transportation through deed dated October 18, 2004, recorded November 8, 2004 as Deschutes County Recorder's No. 2004-66938.

T 11248

**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

# DESCHUTES COUNTY SEC.10 T15S R13E

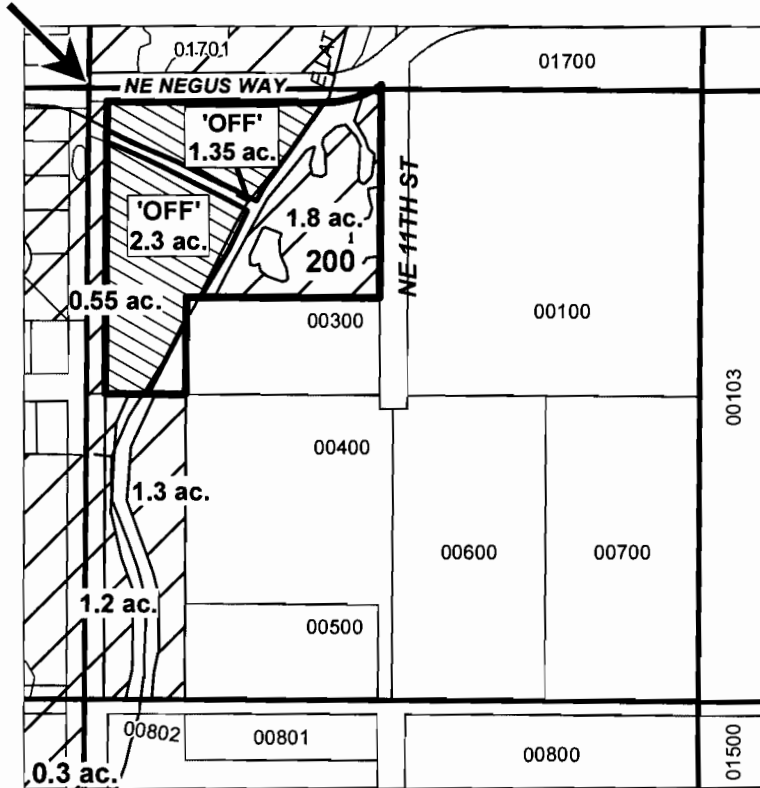
SCALE - 1" = 400'



NW 1/4 OF THE NE 1/4

DISTRICT INTERNAL  
NOTICE #: E-2010-004

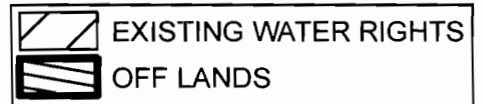
N 1/4 COR



T 11248  
**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON



"OFF" MAP



**APPLICATION FOR PERMANENT INSTREAM TRANSFER**

**NAME: DESCHUTES RIVER CONSERVANCY**

**TAXLOT #: 200**

**3.65 ACRES**

DATE: 04-28-11

FILE: E:\TRANSFER\WRTRANS11\CANCEL\DR0151310\_NWNE



**WATER TRANSFER REPORT**

Central Oregon Irrigation District  
1055 SW Lake Court  
Redmond, Oregon 97756

October 12, 2009

Title Officer : CHUCK NICHOLS  
Fee : \$100.00

Attn: Leslie Clark

**We have searched our Tract Indices as to the following described property:**

In Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon; Section Ten (10): The Northwest Quarter of the Northwest Quarter of Northeast Quarter (NW1/4NW1/4NE1/4); EXCEPTING the East 30 feet thereof heretofore deeded to the public for road purposes and also EXCEPTING a parcel of land situate in the Southeast corner thereof more particularly described as follows: Commencing at the Southeast corner of said NW1/4NW1/4NE1/4; thence Westerly 30 feet along the South line thereof to the point of beginning; thence Northerly along a line parallel to and 30 feet Westerly of the East line of said NW1/4NW1/4NE1/4, a distance of 208.75 feet to a point; thence Westerly 417.50 feet to a point; thence Southerly 208.75 feet to a point on the South line of said NW1/4NW1/4NE1/4; thence Easterly 417.50 feet along the South line of said NW1/4NW1/4NE1/4 to the point of beginning and ALSO EXCEPTING therefrom that portion conveyed to the State of Oregon by and through its Department of Transportation through deed dated October 18, 2004, recorded November 8, 2004 as Deschutes County Recorder's No. 2004-66938.

and dated as of October 2, 2009 at 7:30 A.M.

We find that the last deed of record runs to:

WALTER L. GNAGY

Taxes assessed under Code No. 2-004 Map and Tax Lot Number 15 13 10A0 00200  
Account No. 129793

1. The 2009-2010 Taxes: \$1,805.01, plus interest, UNPAID.

**NOTE:** This Water Transfer Report is being made with the understanding that it does not represent any form of title insurance and is not a commitment for a policy of insurance. The information provided herein is not a full examination of the subject property. Further, if any person, corporation or entity of any kind should use this report as a basis to produce a title insurance product, it should be understood that it is clearly outside of Oregon law. Any liability hereunder is limited to the amount paid for said report.

AmeriTitle

By:

Chuck Nichols, Title Officer  
CN:kg

T 11248

**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

**"Superior Service with Commitment and Respect for Customers and Employees"**





**EXHIBIT "A"**

In Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon;

Section Three (3): An irregular shaped parcel of land in the SW1/4 SW1/4 SE1/4 bounded as follows: The parcel of land herein conveyed is bounded on the South by the South line of said SW1/4 SE1/4 and is bounded on the North and West by the Negus Road as the same is now situate over and across said premises and is bounded on the East by a line parallel to and 30 feet West of the East line of the SW1/4 SW1/4 SE1/4.

Section Ten (10): The NW1/4 NW1/4 NE1/4 EXCEPTING the East 30 feet thereof heretofore deeded to the public for road purposes and also EXCEPTING a parcel of land situate in the Southeast corner thereof more particularly described as follows: COMMENCING at the Southeast corner of said NW1/4 NW1/4 NE1/4, thence Westerly 30 feet along the South line thereof to the point of beginning; thence Northerly along a line parallel to and 30 feet Westerly of the East line of said NW1/4 NW1/4 NE1/4 a distance of 208.75 feet to a point; thence Westerly 417.50 feet to a point; thence Southerly 208.75 feet to a point on the South line of said NW1/4 NW1/4 NE1/4; thence Easterly 417.50 feet along the South line of said NW1/4 NW1/4 NE1/4 to the point of beginning and ALSO EXCEPTING therefrom that portion conveyed to the State of Oregon by and through its Department of Transportation through deed dated October 18, 2004, recorded November 8, 2004 as Deschutes County Recorder's No. 2004-66938.

TOGETHER with an appurtenant water right of two (2) acres served through the system of the Central Oregon Irrigation District.

T 11248

**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON



**WARRANTY DEED**

411  
WALTER L. GNAGY as Personal Representative of the Estate of Agnes C. Smith, deceased, Grantor, for the true and actual consideration of \$28,000.00, does convey unto the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Grantee, fee title to the property described as Parcel 1 on Exhibit "A" dated 05/05/2004 attached hereto and by this reference made a part hereof.

Grantor also grants to Grantee, its successors and assigns, a temporary easement for a work area for construction purposes over and across the property described as Parcel 2 on Exhibit "A" dated 05/05/2004 attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate three (3) years from the date hereof or upon completion of the above-mentioned construction project, whichever is sooner.

IT IS ALSO UNDERSTOOD that the temporary easement herein granted does not convey any right or interest in the above-described Parcel 2, except as stated herein, nor prevent Grantor from the use of said property; provided, however that such use does not interfere with the rights herein granted.

Grantor covenants to and with Grantee, its successors and assigns, that grantor is the owner of said property which is free from encumbrances, except for easements, conditions, and restrictions of record, and will warrant the same from all lawful claims whatsoever, except as stated herein.

RETURN TO AND TAX STATEMENT TO  
OREGON DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY SECTION  
355 CAPITOL STREET NE, ROOM 420  
SALEM OR 97301-3871

Account No.: 15-13-10A-200

Property Address:

T 11248

**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

RECORDED BY:  
WESTERN TITLE & ESCROW CO.  
10-0219804 TD

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2004-06938



\$41.00

003156352004000000300030035

11/08/2004 02:15:22 PM

D-D Cnt=1 Str=3 PAM  
\$15.00 \$11.00 \$10.00 \$5.00

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

**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.**

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

Dated this 18<sup>th</sup> day of October, 2004.

Walter L. Gnagy  
Walter L. Gnagy, Personal Representative

STATE OF OREGON, County of Deschutes

Dated October 18, 2004. Personally appeared the above named Walter L. Gnagy as Personal Representative of the Estate of Agnes C. Smith, deceased, who acknowledged the foregoing instrument to be his voluntary act. Before me,



Jane Dixon  
Notary Public for Oregon  
My Commission expires 8-28-07

Accepted on behalf of the Oregon Department of Transportation

Cathy Howell  
REG 4. R/W SUPERVISOR

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

T 11248

**Parcel 1 - Fee**

A parcel of land lying in the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 10, Township 15 South, Range 13 East, W.M., Deschutes County, Oregon and being a portion of that property designated as SECTION TEN (10) and described in that Statutory Special Warranty Deed to Agnes C. Smith, recorded December 17, 1987 in Volume 156, Page 0593, Deschutes County Records; the said parcel being that portion of said property included in a strip of land 12.192 meters in width, lying on the Easterly side of the "9th" center line which center line is described as follows:

Beginning at Engineer's center line Station "9th" 1+000.000, said station being at the North quarter corner of Section 10, Township 15 South, Range 13 East, W.M.; thence South 0° 18' 09" West 402.292 meters to the Center North sixteenth corner of said section; thence South 0° 18' 08" West 402.292 meters to Engineer's center line Station "9th" 1+804.584, said station being at the Center quarter corner of said section.

Bearings are based upon the Oregon Coordinate System of 1983 (1991 adjustment), south zone.

This parcel of land contains 2340 square meters, more or less.

**Parcel 2 - Temporary Easement For Work Area (3 years or duration of Project, whichever is sooner)**

A parcel of land lying in the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 10, Township 15 South, Range 13 East, W.M., Deschutes County, Oregon and being a portion of that property designated as SECTION TEN (10) and described in that Statutory Special Warranty Deed to Agnes C. Smith, recorded December 17, 1987 in Volume 156, Page 0593, Deschutes County Records; the said parcel being that portion of said property included in a strip of land 14.000 meters in width, lying on the Easterly side of the "9th" center line which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1

This parcel of land contains 347 square meters, more or less.

**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

T 11248



DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2010-12095



\$53.00

00719728201000120050020020

03/24/2010 03:10:51 PM

D-D Cnt=1 Str=4 SRB  
\$10.00 \$11.00 \$16.00 \$10.00 \$8.00

After Recording return to:  
Central Oregon Irrigation District  
1055 S.W. Lake Court  
Redmond, OR 97756

MAIL TAX STATEMENT  
TO: NO CHANGE

**QUITCLAIM DEED  
(WATER CONVEYANCE AGREEMENT)  
FOR TRANSFER OF INTEREST IN A WATER RIGHT**

Grantor, Ruth E. Hylton, co-trustee of the Hylton Trust, the rightful owner of real property referenced herein, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in water rights appurtenant the land described as: Lot Seven (7) in Block Two (2), BROWN'S FIRST ADDITION, City of Redmond, Deschutes County, Oregon ("Subject Land") and commonly known as: 15-13-20 DD 01100. Grantor further releases claim and responsibility for all of the primary and supplemental irrigation water rights appurtenant to the Subject Land, being 0.75 acres, more or less, of water rights issued on Certificates in the name of Central Oregon Irrigation District and to any other water rights that are specifically appurtenant to the Subject Land.

By entry of this deed, Grantor hereby notifies any subsequent purchaser of the Subject Land that Grantor, as owner of the Subject Land, approved the transfer (including a change in the place and type of use and point of diversion) of the water rights referenced herein that are appurtenant to the Subject Land; that the interest in the water rights appurtenant to the Subject Land may not be conveyed in subsequent real estate transactions of the Subject Land; and that upon completion of a transfer, by clection of COID, the Subject Land will no longer have an appurtenant water right.

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 0.75 acres of water rights.

This agreement is binding upon the heirs, executors, administrators, successors, and permitted assigns of the parties to this agreement.

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. 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 AND 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Consideration for this Quitclaim: \$750.00

DATED this 8 day of March, 2010.

Grantor:  
Ruth E. Hylton  
Ruth E. Hylton

T 11248

RECEIVED  
MAY 16 2011  
WATER RESOURCES DEPT  
SALEM, OREGON

State of Oregon )  
 ) ss.  
County of Deschutes )

This instrument was acknowledged before me on March 8, 2010 by Ruth E. Hylton, Co-Trustee of the Hylton Trust.



Carla J. Cahail  
Notary Public for Oregon

Grantee:

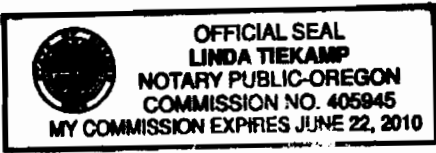
A handwritten signature in black ink, appearing to be "S. Johnson", written over a horizontal line.

Date 16 March 2010

Steven C. Johnson, Secretary-Manager Central Oregon Irrigation District

State of Oregon )  
 ) ss.  
County of Deschutes )

This instrument was acknowledged before me on March 16, 2010 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.



Linda Tiekamp  
Notary Public for Oregon

T 11248

**RECEIVED**  
MAY 16 2011  
WATER RESOURCES DEPT  
SALEM, OREGON

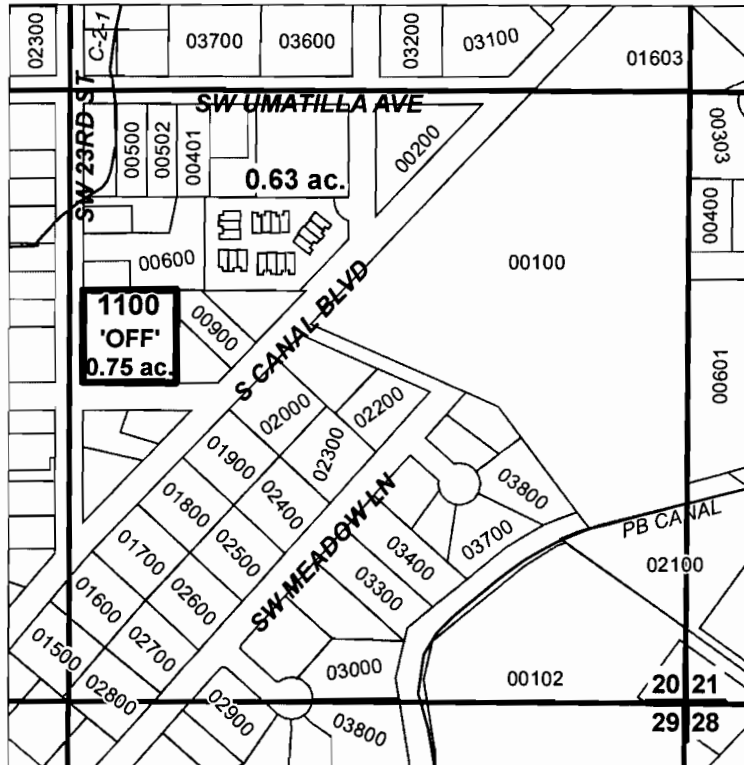
# DESCHUTES COUNTY SEC.20 T15S R13E

SCALE - 1" = 400'



SE 1/4 OF THE SE 1/4

DISTRICT INTERNAL  
NOTICE #: E-2010-004



T 11248

**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

"OFF" MAP

# ac.	'OFF' LAND PARCELS
# ac.	PARCELS W/ WATER RIGHTS



**APPLICATION FOR PERMANENT INSTREAM TRANSFER**

NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 1100

0.75 ACRES

DATE: 04-28-11

FILE: E:\TRANSFER\WR\TRANS11\ CANCEL\DR\1513120\_SESE



15 OREGON AVE, P.O. BOX 875  
BEND, OR 97709  
(541) 389-7711 \* Fax (541) 389-7711

## IRRIGATION DISTRICT PUBLIC RECORD REPORT

### THIS REPORT IS FOR THE EXCLUSIVE USE OF:

Central Oregon Irrigation District  
1055 SW Lake Court  
Redmond, Oregon 97756.

December 15, 2010  
Title Officer : Chuck Nichols

Attn: Leslie Clark

### CONDITIONS, STIPULATIONS AND DEFINITIONS

#### (I) Definitions:

- (a) "Customer": The person or persons named or shown on this cover sheet
- (b) "Public records": Those records which by the laws of the state of Oregon impart constructive notice of matters relating to said land.
- (c) "Land": The land specifically described in this public record report and improvements affixed thereto which by law constitute real property.

#### (II) Liability of AmeriTitle:

- (a) This Is Not A Commitment To Issue Title Insurance And Does Not Constitute A Policy Of Title Insurance.
- (b) The liability of AmeriTitle for errors or omissions in this public record report is limited to the amount of the fee paid by the customer, provided, however, that AmeriTitle has no liability in the event of no actual loss to the customer.
- (c) No costs (including without limitation attorney fees and other expenses) of defense, or prosecution of any action, is afforded to the customer.

T 11248

#### (III) Report Entire Contract:

Any right or action or right of action that the customer may have or may bring against AmeriTitle arising out of the subject matter of this report must be based on the provisions of this report. No provision or condition of this report can be waived or changed except by a writing signed by an authorized officer of AmeriTitle. By accepting this form report, the customer acknowledges and agrees that the customer has elected to utilize this form of public record report and accepts the limitation of liability of AmeriTitle as set forth herein.

**RECEIVED**  
MAY 16 2011  
WATER RESOURCES DEPT  
SALEM, OREGON

**Irrigation District Public Record Report  
Conditions, Stipulations and Definitions, continued...**

(IV) Fee:

The fee charge for this Report does not include supplemental reports, updates or other additional services of AmeriTitle.

**REPORT**

Effective Date: Marc 24, 2010 at 7:30 A.M.

Reference: COID-10

- A. The Land referred to in this public record report is located in the County of Deschutes, State of Oregon, and is described as follows:

Lot Seven (7) in Block Two (2), BROWN'S FIRST ADDITION, recorded January 9, 1961, in Cabinet A, Page 307,, Deschutes County, Oregon.

- B. As of the Effective Date and according to the public records, we find the last deed of record runs to:

RUTH E. HYLTON, surviving co-trustee of the Hylton Trust

- C. As of the Effective Date and according to the public records, the Land is the subject of the following chain of conveyances and contracts to convey title during the period beginning on the recording date of the earliest recorded instrument shown below and ending on the recording date of the Latest recorded instrument shown below:

Instrument : Bargain and Sale Deed  
Recorded : September 30, 1985  
Document No.: 0105-1154, Deschutes County Records  
Grantor : Ross J. Hylton and Ruth E. Hylton, Husband and Wife  
Grantee : Ross J. Hylton and Ruth E. Hylton, co-trustee of the Hylton Trust

Certificate of Death of Ross James Hylton, recorded November 5, 2002, Instrument No. 2002-61626, Deschutes County Records.

Instrument : Quitclaim Deed for Transfer (Water Conveyance Agreement for Transfer of Interest in a Water Right)  
Recorded : March 24, 2010  
Document No.: 2010-12095, Deschutes County Records  
Grantor : Ruth E. Hylton, co-trustee of the Hylton Trust  
Grantee : Central Oregon Irrigation District

*"Superior Service with Commitment and Respect for Customers and Employees"*

T 11248  
**RECEIVED**  
MAY 16 2011  
WATER RESOURCES DEPT  
SALEM, OREGON





0105 1155

0105 1155

STATE OF OREGON )  
 COUNTY OF DESCHUTES )  
 I, MARY SUE PENHOLLOW, COUNTY CLERK AND  
 RECORDER OF CONVEYANCES, IN AND FOR SAID  
 COUNTY, DO HEREBY CERTIFY THAT THE WITHIN  
 INSTRUMENT WAS RECORDED THIS DAY:

1985 SEP 30 PM 4:59

MARY SUE PENHOLLOW  
 COUNTY CLERK

BY: *Mary Sue Penhollow* DEPUTY

NO. 8521856 FEE 3

DESCHUTES COUNTY OFFICIAL RECORDS

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

REC'D  
MAY 16 2011

T 11248

MEMORANDUM OF TRUST DECLARATION

7311 5010

On September 23, 1985. ROSS J. HYLTON and RUTH E. HYLTON, husband and wife, as grantors, declared by written Declaration of Trust, that ROSS J. HYLTON and RUTH E. HYLTON, husband and wife, hold the real property in Deschutes County, Oregon, described as follows:

Lot Seven (7) in Block Two (2), BROWN'S FIRST ADDITION, City of Redmond, Deschutes County, Oregon.

in revocable trust, and named ROSS J. HYLTON and RUTH E. HYLTON, husband and wife, the co-trustees, as life-time beneficiaries, with their children, being JANICE L. MADDEN and DAVID R. HYLTON, as the residual beneficiaries, and, concurrently with said Declaration of Trust, they executed a Bargain and Sale Deed to consummate the terms of said HYLTON TRUST.

DATED: September 23, 1985.

*Ross J. Hylton*  
\_\_\_\_\_  
Ross J. Hylton

*Ruth E. Hylton*  
\_\_\_\_\_  
Ruth E. Hylton

STATE OF OREGON )  
                  ) ss.  
County of LINN )

September 23, 1985

Personally appeared the above named ROSS J. HYLTON and RUTH E. HYLTON, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:



*Earl M. Farlan*  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: 5/16/86

After recording return to:

MCFARLAN & SNYDER  
Attorneys at Law  
P. O. Box 486  
Sweet Home OR 97386

RECEIVED

MAY 16 2011

WATER RESOURCE DEPT  
SALEM, OREGON

I 11248

52818

0105 1157

0105 1157

STATE OF OREGON )  
 COUNTY OF DESCHUTES ) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND  
 RECORDER OF COVETANCES, IN AND FOR SAID  
 COUNTY, DO HEREBY CERTIFY THAT THE WITHIN  
 INSTRUMENT WAS RECORDED THIS DAY:

2005 SEP 30 PM 5:02  
 MARY SUE PENHOLLOW  
 COUNTY CLERK

BY: *[Signature]* DEPUTY  
 NO. 21857 REC. 5  
 DESCHUTES COUNTY OFFICIAL RECORDS

RECEIVED  
 MAY 16 2011  
 WATER RESOURCES DEPT  
 SALEM, OREGON

1 11248

DESCHUTES COUNTY OFFICIAL RECORDS  
MARY SUE PENNOLLOW, COUNTY CLERK

2002-61626



\$31.00

11/05/2002 08:23:14 AM

D-CD Cnt=1 Str=2 TRACY  
\$5.00 \$11.00 \$10.00 \$5.00

# DESCHUTES COUNTY CLERK

## CERTIFICATE PAGE



**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

**This page must be included  
if document is re-recorded.  
Do Not remove from original document.**

T 11248

CERTIFICATION OF VITAL RECORD

OREGON DEPARTMENT OF HUMAN SERVICES

HEALTH DIVISION

CENTER FOR HEALTH STATISTICS

CERTIFICATE OF DEATH

353578

I.D. TAG NO.

898

Local File Number

136

State File Number

1 DECEASED'S NAME: **Ross James HYLTON** 7 SEX: **Male** 8 DATE OF DEATH (Month, Day, Year): **October 24, 2002**

4 SOCIAL SECURITY NUMBER: **518-30-8338** 5a AGE-Last Birthday (Years): **74** 5b Under 1 Year: **Mo** 5c Under 1 Day: **Mo** 8 BIRTH ACFT (City and State or Foreign Country): **Dunlap, KS** 7 DATE OF BIRTH (Month, Day, Year): **July 1, 1928**

8 WAS DECEASED EVER IN U.S. ARMED FORCES?  Yes  No 9a PLACE OF DEATH (Check only one):  Hospital  Inpatient  ER/Outpatient  DOA  Other  Nursing Home  Decedent's Home  Other (Specify)

9b FACILITY NAME (If not institution, give street and number): **2267 S.W. Volcano Avenue** 9c CITY, TOWN, OR LOCATION OF DEATH: **Redmond** 9d COUNTY OF DEATH: **Deschutes**

10a DECEASED'S USUAL OCCUPATION (One kind of work done during most of working life. Do not use retired): **Resaw Operator** 10b. KIND OF BUSINESS/INDUSTRY: **Sawmill** 11 MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify): **Married** 12 SPOUSE (If Married Widowed): **Ruth E. Hylton**

13a RESIDENCE - STATE: **Oregon** 13b. COUNTY: **Deschutes** 13c. CITY, TOWN OR LOCATION: **Redmond** 13d STREET AND NUMBER: **2267 S.W. Volcano Avenue**

13e INSIDE CITY LIMITS?  Yes  No 13f ZIP CODE: **97756** 14 WAS DECEASED OF HISPANIC ORIGIN? (Specify No or Yes - If yes, specify Cuban, Mexican, Puerto Rican, etc.)  No  Yes Specify: 15 RACE American Indian, Black, White, etc (Specify): **White** 16 DECEASED'S EDUCATION (Specify only highest grade completed): **12** Elementary/Secondary (0-12) College (14 or 5+)

17 FATHER - NAME first middle last: **William Walter Hylton** 18 MOTHER - NAME first middle maiden: **Anna Elnora Clark** 19 INFORMANT - NAME and relationship to decedent: **Ruth E. Hylton-Spouse**

20a METHOD OF DISPOSITION  Burial  Cremation  Removal from State  Donation  Other (Specify) 20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): **Redmond Memorial Cemetery** 20c LOCATION - City or Town, State: **Redmond, Oregon**

21a SIGNATURE OF OREGON FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH: *Estelle M. McAfferty* 21b OREGON LICENSE NO (Of Licensee): **0342** 22 NAME, ADDRESS AND ZIP OF FACILITY: **Autumn Funerals LLC 485 NW Larch Ave. Redmond, OR 97756** Return to:

23 DATE FILED (Month, Day, Year): **October 29, 2002** 24 REGISTRAR'S SIGNATURE: *Jaqueline Cooper, DPH*

27. TIME OF DEATH: **9:00 P M** 28. WAS MEDICAL EXAMINER NOTIFIED?  Yes  No

29. To the best of my knowledge, death occurred at the time, date, place and due to the cause(s) and manner stated (Signature): *Steven W. Cross*

30 DATE SIGNED (Month, Day, Year): **10/25/02**

31a TIME OF DEATH: **M** 31b DATE PRONOUNCED DEAD (Month, Day, Year, Hour): **M**

32. On the basis of examination and/or investigation, in my opinion death occurred at the time, date, place and due to the cause(s) and manner stated (Signature):

33. DATE SIGNED (Month, Day, Year): **COUNTY**

34 NAME, TITLE, ADDRESS AND ZIP OF CERTIFYING MEDICAL EXAMINER (Type or Print): **Steven W. Cross, M.D. 215 N.W. Kingwood, Suite 140 Redmond, Oregon 97756**

35. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print):

36 IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c)) Do not enter mode of dying, e.g. Choking or Drowning; Arrest

PART I (a) **Esophageal Cancer** Interval between onset and death: **1 year**

(b) DUE TO, OR AS A CONSEQUENCE OF: Interval between onset and death:

(c) DUE TO, OR AS A CONSEQUENCE OF: Interval between onset and death:

PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause given in PART I

37. Did tobacco use contribute to the death?  Yes  Probably  No  Unknown 38 AUTOPSY  Yes  No 39 IF YES was findings confirmed in determining cause of death?  Yes  No  N/A

40 MANNER OF DEATH:  Natural  Pending Investigation  Accident  Undetermined Manner  Suicide  Legal Intervention  Homicide  Other

41a DATE OF INJURY (Month, Day, Year): 41b TIME OF INJURY: **M**  Yes  No 41c INJURY AT WORK? 41d DESCRIBE HOW INJURY OCCURRED

41e PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify): 41f LOCATION (Street and Number or Rural Route Number, City or Town, State):

RESERVED FOR REGISTRAR'S USE

THIS IS A TRUE AND EXACT REPRODUCTION OF ORIGINAL RECORDS REGISTERED AT THE OFFICE OF THE DESCHUTES COUNTY REGISTRAR.

DATE ISSUED: **Oct 29, 2002**

THIS COPY NOT VALID WITHOUT INTAGLIO STATE SEAL AND SIGNATURE

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

11248

RECEIVED  
MAY 2011  
WATER RESOURCES DEPT  
SALEM, OR



*Daniel W. Pedycott*  
DANIEL W. PEDYCOTT  
COUNTY REGISTRAR  
DESCHUTES COUNTY, OREGON



DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2010-12095

\$53.00



00718728201000120090020029

03/24/2010 03:10:51 PM

D-D Cnt=1 Str=4 SRB  
\$10.00 \$11.00 \$18.00 \$10.00 \$8.00

After Recording return to:  
Central Oregon Irrigation District  
1055 S.W. Lake Court  
Redmond, OR 97756

MAIL TAX STATEMENT  
TO: NO CHANGE

**QUITCLAIM DEED  
(WATER CONVEYANCE AGREEMENT)  
FOR TRANSFER OF INTEREST IN A WATER RIGHT**

Grantor, Ruth E. Hylton, co-trustee of the Hylton Trust, the rightful owner of real property referenced herein, releases and quits claims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in water rights appurtenant the land described as: Lot Seven (7) in Block Two (2), BROWN'S FIRST ADDITION, City of Redmond, Deschutes County, Oregon ("Subject Land") and commonly known as: 15-13-20 DD 01100. Grantor further releases claim and responsibility for all of the primary and supplemental irrigation water rights appurtenant to the Subject Land, being 0.75 acres, more or less, of water rights issued on Certificates in the name of Central Oregon Irrigation District and to any other water rights that are specifically appurtenant to the Subject Land.

By entry of this deed, Grantor hereby notifies any subsequent purchaser of the Subject Land that Grantor, as owner of the Subject Land, approved the transfer (including a change in the place and type of use and point of diversion) of the water rights referenced herein that are appurtenant to the Subject Land; that the interest in the water rights appurtenant to the Subject Land may not be conveyed in subsequent real estate transactions of the Subject Land; and that upon completion of a transfer, by entry of COID, the Subject Land will no longer have an appurtenant water right.

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 0.75 acres of water rights.

This agreement is binding upon the heirs, executors, administrators, successors, and permitted assigns of the parties to this agreement.

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. 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 CLATSOP COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LEGALLY 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.

Consideration for this Quitclaim: \$750.00

DATE of this 8 day of March, 2010.

Grantor: Ruth E. Hylton  
Ruth E. Hylton

**RECEIVED**

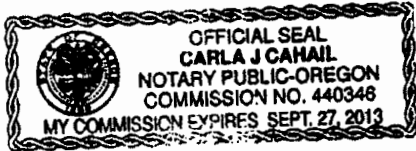
MAY 18 2011

WATER RESOURCES DEPT  
SALEM, OREGON

T 11248

State of Oregon )  
 ) ss.  
County of Deschutes )

This instrument was acknowledged before me on March 8, 2010 by Ruth E. Hylton, Co-Trustee of the Hylton Trust.



Carla J. Cahail  
Notary Public for Oregon

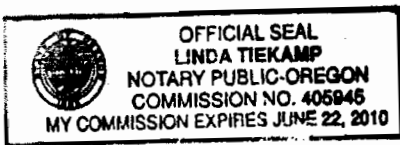
[Signature]

Date 16 March, 2010

Steven C. Johnson, Secretary-Manager Central Oregon Irrigation District

State of Oregon )  
 ) ss.  
County of Deschutes )

This instrument was acknowledged before me on March 16, 2010 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.



Linda Tiekamp  
Notary Public for Oregon

T 11248

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON





\$56.00

00075048201000018520030031

05/24/2010 02:28:36 PM

D-D Cnt=1 Stn=2 KATE  
\$15.00 \$11.00 \$15.00 \$10.00 \$5.00

After Recording return to:  
Central Oregon Irrigation District  
1055 S.W. Lake Court  
Redmond, OR 97756

MAIL TAX STATEMENT  
TO: NO CHANGE

**QUITCLAIM DEED  
(WATER CONVEYANCE AGREEMENT)  
FOR TRANSFER OF INTEREST IN A WATER RIGHT**

Grantor, Sondra D. Braden, Trustee of the Survivor's Trust under the Braden Family Trust U/T/A dated December 30, 1991, as to an undivided one-half interest and to Sondra D. Braden, Trustee of the Family Trust under the Braden Family Trust, U/T/A dated December 30, 1991, as to an undivided one-half interest, the rightful owner of real property referenced herein, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in water rights appurtenant the land described as: The North Half of the Southwest Quarter (N 1/2 SW 1/4) and the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4), all being in Section Thirty-three (33), Township Thirteen (13) South, Range Thirteen (13), East of the Willamette Meridian, Jefferson County, Oregon ("Subject Land") and commonly known as: 13-13-33 00 00500. Grantor further releases claim and responsibility for all of the primary and supplemental irrigation water rights appurtenant to the Subject Land, being 13.65 acres, more or less, of water rights issued on Certificates in the name of Central Oregon Irrigation District and to any other water rights that are specifically appurtenant to the Subject Land.

By entry of this deed, Grantor hereby notifies any subsequent purchaser of the Subject Land that Grantor, as owner of the Subject Land, approved the transfer (including a change in the place and type of use and point of diversion) of the water rights referenced herein that are appurtenant to the Subject Land; that the interest in the water rights appurtenant to the Subject Land may not be conveyed in subsequent real estate transactions of the Subject Land; and that upon completion of a transfer, by election of COID, the Subject Land will no longer have an appurtenant water right.

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 13.65 acres of water rights.

This agreement is binding upon the heirs, executors, administrators, successors, and permitted assigns of the parties to this agreement.

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. 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 AND 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Consideration for this Quitclaim: \$12,285.00

DATED this 18 day of May, 2010.

Grantor: Sondra D. Braden  
Sondra D. Braden, Trustee

RECEIVED  
T 11248  
MAY 16 2011  
WATER RESOURCES DEPT  
SALEM, OREGON

State of Oregon )  
 ) ss.  
County of Deschutes )

This instrument was acknowledged before me on May 18, 2010 by Sondra D. Braden, Trustee of the Survivor's Trust under the Braden Family Trust U/T/A dated December 30, 1991 and Trustee of the Family Trust under the Braden Family Trust U/T/A dated December 30, 1991.



Janet L Brown  
Notary Public for Oregon

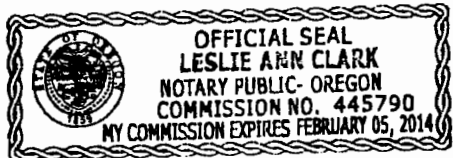
Grantee:

[Signature]  
Steven C. Johnson, Secretary-Manager Central Oregon Irrigation District

Date 20 May 2010

State of Oregon )  
 ) ss.  
County of Deschutes )

This instrument was acknowledged before me on May 20, 2010 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.



Leslie Ann Clark  
Notary Public for Oregon

T 11248

**RECEIVED**  
MAY 16 2011  
WATER RESOURCES DEPT  
SALEM, OREGON

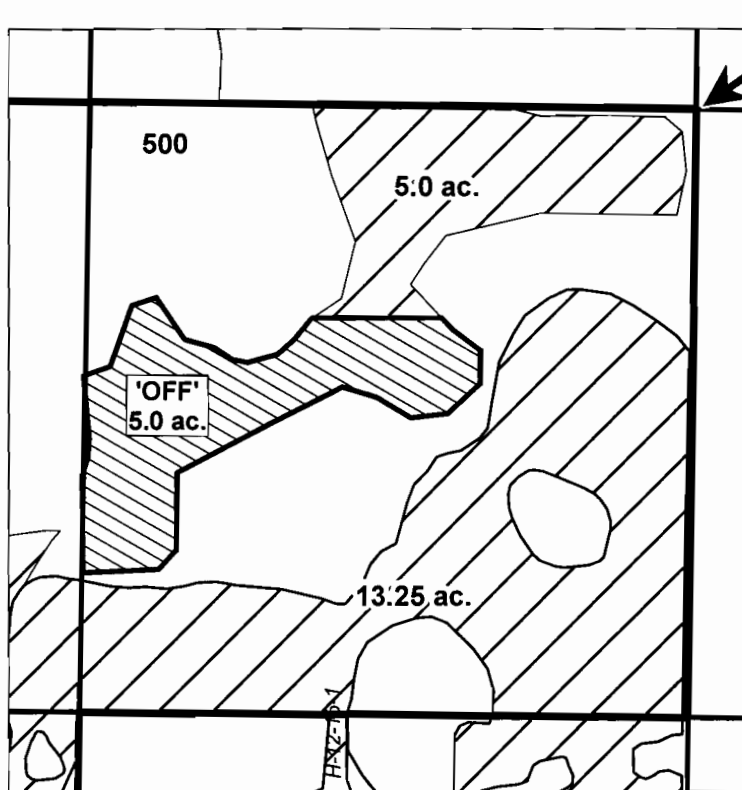
**JEFFERSON COUNTY  
SEC.33 T13S R13E**

SCALE - 1" = 400'



**NE 1/4 OF THE SW 1/4**

DISTRICT INTERNAL  
NOTICE #: E-2010-004



**C 1/4 COR**

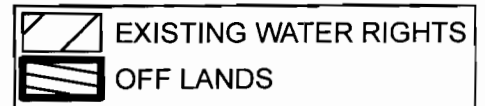
**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

T 11248

"OFF" MAP



**APPLICATION FOR PERMANENT INSTREAM TRANSFER**

**NAME: DESCHUTES RIVER CONSERVANCY**

**TAXLOT #: 500**

**5.0 ACRES**

DATE: 04-28-11

FILE: E:\TRANSFER\WRTRANS11\CANCEL\DR131333\_NESW



15 Oregon Avenue  
Bend, OR 97701  
(541) 389-7711 \* Fax (541) 389-0506

**IRRIGATION DISTRICT REPORT**

Leslie Clark  
Central Oregon Irrigation District  
1055 SW Lake Court  
Redmond, OR 97756

April 23, 2010  
Fee \$150.00

Title Number : 0001886  
Title Officer : Hope Bridges

**RECEIVED**  
MAY 16 2011  
WATER RESOURCES DEPT  
SALEM, OREGON

**We have searched our Tract Indices as to the following described property:**

The North Half of the Southwest Quarter (N1/2SW1/4) and the Southwest Quarter of the Southwest Quarter (SW1/4SW1/4), all being in Section Thirty-three (33), Township Thirteen (13) South, Range Thirteen (13), East of the Willamette Meridian, Jefferson County, Oregon.

**and dated as of April 16, 2010 at 8:00 A.M.**

**We find that the last deed of record runs to:**

SONDRA D. BRADEN, Trustee of the  
Survivor's Trust under the Braden Family Trust U/T/A dated December 30, 1991,  
as to an undivided one-half interest and to  
SONDRA D. BRADEN, Trustee of the Family Trust under the Braden Family Trust,  
U/T/A dated December 30, 1991, as to an undivided one-half interest.

**We also find the following apparent encumbrances within ten years prior to the effective date hereof:**

- 1. Irrigation Contract, including the terms and provisions thereof, recorded October 20, 2008, as Instrument No. 2008-003829, Official Records of Jefferson County.

**We have also searched our General Index for judgments and state and federal tax liens against the above named grantees and find the following:**

None

**We also find the following unpaid taxes and city liens:**

Taxes assessed under Code No. 0232 Account No. 6005 Serial No. 13 13 33 00 00500

T 11248

NOTE: The 2009-2010 Taxes: \$233.83; Paid in Full.

According to the Jefferson County Assessor's Roll, the subject property does not lie within any city limit.

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

**NOTE: This Irrigation District Report is being made with the understanding that it does not represent any form of title insurance and is not a commitment for a policy of insurance. The information provided herein is not a full examination of the subject property. Further, if any person, corporation or entity of any kind should use this report as a basis to produce a title insurance product, it should be understood that it is clearly outside of Oregon law. Any liability hereunder is limited to the amount paid for said report.**

THIS IS NOT A TITLE REPORT, A COMMITMENT TO ISSUE TITLE INSURANCE OR A GUARANTEE OF ANY KIND. No liability is assumed with this report. Our search was limited to our tract indices and no examination of the public record was made. The fee charged for this service does not include supplemental reports or other services. Further dissemination of the information in this report in a form purporting to insure title to the herein described land is prohibited by law.

**AmeriTitle**

By: Hope Bridges  
Hope Bridges, Title Examiner

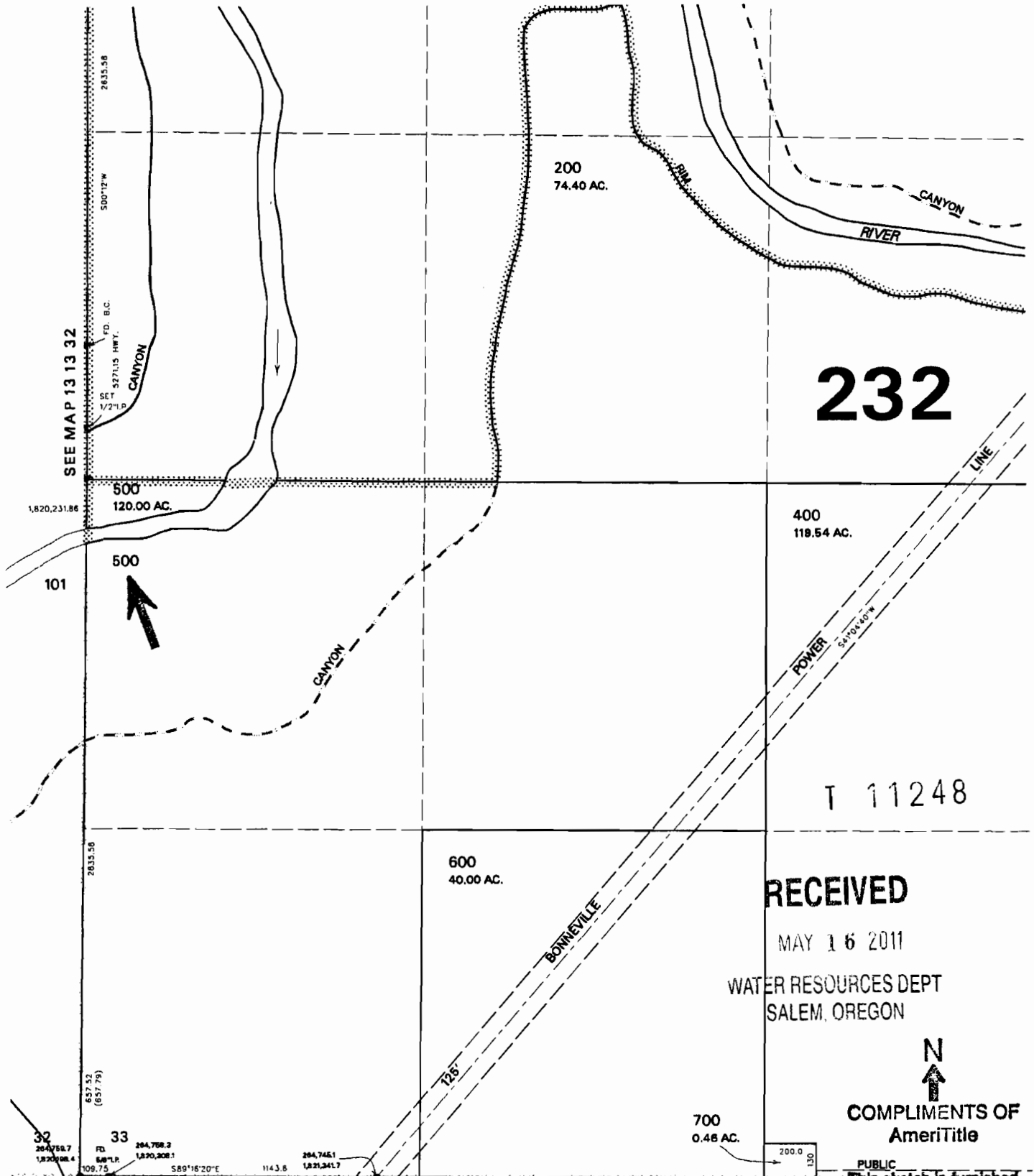
**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

T 11248

*"Superior Service with Commitment and Respect for Customers and Employees"*



232

T 11248

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON



COMPLIMENTS OF  
AmeriTitle

PUBLIC

This sketch is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.

DESCHUTES

961180 INDEXED

*After Recording Return to:  
 Jacka Braden - Harbin  
 P.O. Box 65, Jefferson, Or. 97160  
 All copy statements to go to  
 above address.*

STATUTORY SPECIAL WARRANTY DEED

GEORGE E. PAYNE and MINNIE L. PAYNE, GRANTOR, convey and specially warrant to JACK M. BRADEN and SONDR A. BRADEN, husband and wife, GRANTEE, the following described real property, free of encumbrances created or suffered by the Grantor except as specifically set forth herein:

IN JEFFERSON COUNTY

TRACT 1: North half of the Southwest Quarter; Southwest Quarter of the Southwest Quarter, all being in Section 33, Township 13 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon.

TRACT 2: Beginning at the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 32, Township 13 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon; thence South 660 feet along the Section line; thence West at right angles 330 feet; thence North parallel to the East line of Section 32, to the North line of said Southeast Quarter of the Southeast Quarter; thence East along said North line to the point of beginning.

IN DESCHUTES COUNTY

TRACT 3: All that part of Lot 4 and the Southwest one-quarter of the Northwest one-quarter of Section 4, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, lying Northeasterly of the Northeasterly right-of-way line of Oregon State Highway 97 as described in the certain deed recorded in Book 165, Page 348, Deed Records.

TOGETHER WITH 52 acres Central Oregon Irrigation District water rights.

"THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER 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

DAVID H. JAQUA, P.C.  
 ATTORNEY AT LAW  
 1555 West Highland Avenue  
 P.O. Box 120  
 Madras, Oregon 97758

RECEIVED

MAY 16 2010

WATER RESOURCES  
 SALEM, OREGON

CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES."

SUBJECT TO AND EXCEPTING:

JEFFERSON COUNTY PROPERTY:

- (a) The assess. roll and the tax roll disclose that the within described premises were specially assessed as farm land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the previous years in which the land was subject to the special land use assessment;
- (b) Rights of the public in and to that portion of the herein described property lying in roads;
- (c) The property lies within the boundaries of North Unit Irrigation District and is subject to contracts with the United States of America relative thereto, and to any charges or assessments levied by said District;
- (d) The property lies within the boundaries of Central Oregon Irrigation District, and is subject to contracts with the United States of America relative thereto, and to any charges or assessments levied by said District;
- (e) An easement, for electrical transmission lines, including the terms and provisions thereof, recorded August 3, 1951 in Jefferson County Miscellaneous Book 5, Page 267, in favor of United States of America;
- (f) Power line easement created by instrument, including the terms and provisions thereof, dated October 31, 1951, recorded November 26, 1951 in Jefferson County Deed Book 23, Page 466, in favor of the United States of America;
- (g) Public rights of navigation and fishing and to the rights of the State of Oregon in and to that portion thereof lying below the high water mark of the Crooked River;
- (h) Requirements and provisions of ORS Chapter 481 pertaining to the registration and transfer of ownership of a mobile home, and any interest or liens disclosed thereby.

RECEIVED

MAY 16 2010

WATER RESOURCES  
SALEM, OREGON

T 11248



DESCHUTES COUNTY PROPERTY:

- (a) The assessment roll and the tax roll disclose that the premises herein described have been specially assessed as farm use land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last ten (10) or lesser number of years in which the farm use assessment was in effect for the land and in addition thereto a penalty may be levied if notice of disqualification is not timely given;
- (b) Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Central Oregon Irrigation District;
- (c) the existence of roads, railroads, irrigation ditches and canals, telephone, telegraph and power transmission facilities;
- (d) An easement created by instrument, including the terms and provisions thereof dated January 7, 1952, recorded January 17, 1952 in Book 99, Page 546, Deschutes County Deed Records in favor of United States of America for transmission line and access road purposes, together with other rights and easements appurtenant thereto;
- (e) Access restrictions including the terms and provisions thereof, as set forth in deed from Walter H. McCain, et ux to the State of Oregon by and through its State Highway Commission dated October 19, 1953 and recorded October 24, 1953 in Book 105, Page 348, Deschutes County Deed Records;
- (f) An easement created by instrument, including the terms and provisions thereof dated May 18, 1954, recorded August 26, 1954 in Book 108, Page 144, Deschutes County Deed Records in favor of State of Oregon for right to use power line easement and right of way, including the terms and provisions thereof;
- (g) An easement created by instrument, including the terms and provisions thereof, dated October 10, 1984, recorded January 22, 1985 in Book 87, Page 1253, Deschutes County Records, in favor of United States of America, Department of Energy, Bonneville Power Administration, for access road purposes, together with other rights and easements

RECEIVED

MAY 16 2010

WATER RESOURCES  
SALEM, OREGON

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

appurtenant thereto.

The true and actual consideration for this transfer is TWO HUNDRED FORTY THOUSAND AND NO/100 (\$240,000.00) DOLLARS and other value and property given and exchanged.

Until a change is requested, all tax statements are to be sent to the following address: \_\_\_\_\_

DATED this 17 day of March, 1986.

*George E. Payne*  
\_\_\_\_\_  
GEORGE E. PAYNE

*Minnie L. Payne*  
\_\_\_\_\_  
MINNIE L. PAYNE

STATE OF COLORADO )  
County of Las Animas ) ss.

March 17, 1986

Personally appeared the above-named GEORGE E. PAYNE and MINNIE L. PAYNE, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

*Heraldine M. Jewell*  
\_\_\_\_\_  
Notary Public for Colorado  
My Commission Expires: 2-8-87

Box 75-100, E. Main St. Trinidad, CO 81082



T 11248

STATE OF OREGON )  
COUNTY OF JEFFERSON )

I hereby certify that the within instrument was received for the record on the 22nd day of March of A.D. 1986 at 4:02 o'clock P.M. and recorded in Deed M# 961160 of said county.  
ELAINE L. HENDERSON, County Clerk by Lyne Weisen Deputy.

JEFFERSON COUNTY CLERK  
ELAINE L. HENDERSON  
COUNTY CLERK  
1986 MAR 22 PM 4:02

DAVID M. JAQUA, P.C.  
ATTORNEY AT LAW  
1866 West Highland Avenue  
P.O. Box 130  
Redmond, Oregon 97758

920237 INDEXED

92-01955

BARGAIN AND SALE DEED

254 - 2925

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

P. O. Box 40  
Terrebonne, Oregon 97760

JAMES M. ("JACK") BRADEN and SONDRAD BRADEN, husband and  
wife, Grantors, convey to JAMES M. BRADEN and SONDRAD BRADEN, Co-  
Trustees of the Braden Family Trust U/T/A dated December 30,  
1991, Grantees, whose address is P. O. Box 40, Terrebonne, Oregon  
97760, the following described property:

See attached Exhibit "A"

Tax Account No.:

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.

The true consideration for this conveyance is for estate  
planning purposes.

DATED this 30 day of December, 1991.

11248

*James M. Braden*  
JAMES M. ("JACK") BRADEN

*Sondra D. Braden*  
SONDRAD BRADEN

RECEIVED  
MAY 10 2011  
WATER RESOURCES DEPT  
WATER RESOURCES OREGON  
SALES

STATE OF OREGON )  
 ) SS.  
County of Deschutes )

254 - 2926

The foregoing instrument was acknowledged before me this 30th day of December, 1991, by JAMES M. (WIAEK) BRADEN and SONDR A. BRADEN.

*Louise Crestman*  
Notary Public for Oregon  
My Commission Expires: 4/30/94



J 11248

RECEIVED

MAY 16 2010  
WATER RESOURCES DEPT  
SALEM OREGON

EXHIBIT "A"

254 - 2927

Real property together with all improvements thereon and appurtenances thereto situated in Jefferson and Deschutes counties and described as follows:

In Jefferson County

TRACT 1: North half of the Southwest Quarter, Southwest Quarter of the Southwest Quarter, all being in Section 33, Township 33 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon.

TRACT 2: Beginning at the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 32, Township 13 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon; thence South 660 feet along the Section line; thence West at right angles 330 feet; thence North parallel to the East line of Section 32, to the North line of said Southeast Quarter of the Southeast Quarter; thence East along said North line to the point of beginning.

In Deschutes County

TRACT 3: All that part of Lot 4 and the Southwest one-quarter of the Northwest one-quarter of Section 4, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, lying Northeasterly of the Northeasterly right-of-way line of Oregon State Highway 97 as described in the certain deed recorded in Book 165, Page 348, Deed Records.

TOGETHER WITH 52 acres Central Oregon Irrigation District water rights.

All cattle and equipment located on or utilized in connection with said property.

MAY 16 2011  
WATER RESOURCES DEPT  
SALEM, OREGON

Page 3 ASSIGNMENT

STATE OF OREGON )  
COUNTY OF DESCHUTES )

MARY SUE FENHOLLOW, COUNTY CLERK AND  
RECORDER OF CONVEYANCES, IN AND FOR SAID  
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT WAS RECORDED THIS DATE

92 JUN 22 AM 10:27

MARY SUE FENHOLLOW  
COUNTY CLERK

BY   
NO. 92-01955 REC. 43  
DESCHUTES COUNTY OFFICIAL RECORDS

Marceau, Kamopp, Petersen, Noteboom & Hubel

ATTORNEYS AT LAW

Portland, Ore. 1201 N.W. Wall Street, Suite 300 Bend, Oregon 97701-1964 (503) 382-3011

T 11248

RECEIVED

MAY 16 2011  
WATER RESOURCES DEPT  
SALEM, OREGON

STATE OF OREGON )  
COUNTY OF JEFFERSON )

I hereby certify that the within instrument was received for the record on  
the 27<sup>th</sup> of January A.D. 1992 at 10:44 o'clock  
A.M. and recorded in Deeds Vol 920237 of said county  
ELAINE L. HENDERSON, County Clerk by Elaine L. Henderson

RECORDED  
JAN 27 10 44 AM '92  
ELAINE HENDERSON  
COUNTY CLERK  
SECURITY

920237

I 11248



DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2010-32156



\$63.00

00741783201000321560040043

08/18/2010 09:56:34 AM

D-D Cnt=1 Str=1 BN

\$20.00 \$11.00 \$16.00 \$10.00 \$6.00

After Recording return to:  
Central Oregon Irrigation District  
1055 S.W. Lake Court  
Redmond, OR 97756

MAIL TAX STATEMENT  
TO: NO CHANGE

**QUITCLAIM DEED  
(WATER CONVEYANCE AGREEMENT)  
FOR TRANSFER OF INTEREST IN A WATER RIGHT**

Grantor, Debbie Roe, Trustee of the HARRY FAMILY REVOCABLE LIVING TRUST, dated July 31, 2003, the rightful owner of real property referenced herein, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in water rights appurtenant the land described in Exhibit "A" ("Subject Land") attached and incorporated by this reference and commonly known as: 15-12-25 00 00100. Grantor further releases claim and responsibility for all of the primary and supplemental irrigation water rights appurtenant to the Subject Land, being 2.50 acres, more or less, of water rights issued on Certificates in the name of Central Oregon Irrigation District and to any other water rights that are specifically appurtenant to the Subject Land.

By entry of this deed, Grantor hereby notifies any subsequent purchaser of the Subject Land that Grantor, as owner of the Subject Land, approved the transfer (including a change in the place and type of use and point of diversion) of the water rights referenced herein that are appurtenant to the Subject Land; that the interest in the water rights appurtenant to the Subject Land may not be conveyed in subsequent real estate transactions of the Subject Land; and that upon completion of a transfer, by election of COID, the Subject Land will have 52.20 acres of appurtenant water right remaining.

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 2.50 acres of water rights.

This agreement is binding upon the heirs, executors, administrators, successors, and permitted assigns of the parties to this agreement.

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. 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 AND 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Consideration for this Quitclaim is: \$2,250.00

DATED this 12 day of August, 2010.

Grantor:

Debbie Roe  
Debbie Roe, Trustee of the Harry Family Revocable Living Trust

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

(ADDITIONAL SIGNATURE AND NOTARY PAGE ATTACHED)

T 11248

State of Oregon )  
 ) ss.  
County of Deschutes )

This instrument was acknowledged before me on August 12, 2010 by Debbie Roe as Trustee of the Harry Family Revocable Living Trust, dated July 31, 2003.



Susan M. Marceau  
Notary Public for Oregon

Grantee: [Signature]

Date 16 Aug. 2010

Steven C. Johnson, Secretary-Manager Central Oregon Irrigation District

State of Oregon )  
 ) ss.  
County of Deschutes )

This instrument was acknowledged before me on August 16, 2010 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.



[Signature]  
Notary Public for Oregon

T 11248

**RECEIVED**  
MAY 16 2011  
WATER RESOURCES DEPT  
SALEM, OREGON



Exhibit "A"

The North Half of the Northeast Quarter (N1/2NE1/4), Section Twenty-five (25), Township Fifteen (15) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING:

A parcel of land situate in a portion of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) of Section Twenty-five (25), Township Fifteen (15) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon, lying Westerly of centerline of a County Road (S.W. 58<sup>TH</sup> ST.) as constructed and now more particularly described as follows:

Commencing at a 1" pin at the 1/4 corner common to said Sections 24 and 25, Township 15 S., Range 12, E.W.M, D.C.O., the initial point and true point of beginning; thence North 89°54'40" East along the Northerly line of said Section 25, 145.91 feet to the centerline of said S.W. 58<sup>th</sup> Street as constructed; thence South 00°24'36" West along said road centerline, 1318.07 feet; thence South 89°21'08" West along the Southerly line of said NW1/4NE1/4, 144.85 feet; thence North 00°21'50" East along the Westerly line of said NE1/4, 1318.10 feet to the point of beginning.

T 11248

**RECEIVED**

MAY 18 2011

WATER RESOURCES DEPT  
SALEM OREGON

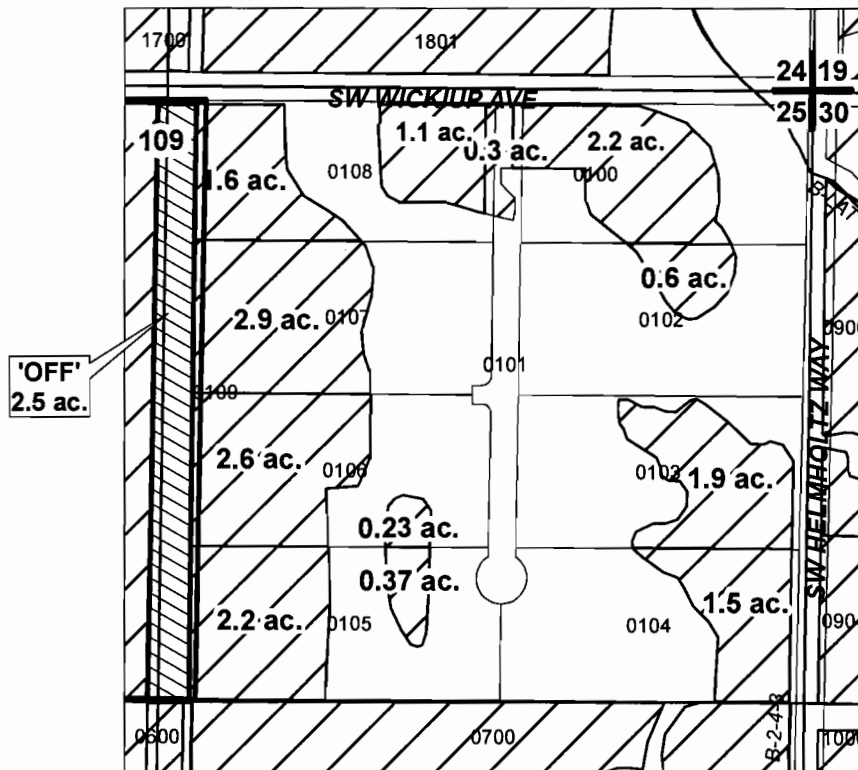
# DESCHUTES COUNTY SEC.25 T15S R12E

SCALE - 1" = 400'



NE 1/4 OF THE NE 1/4

DISTRICT INTERNAL  
NOTICE #: E-2010-004

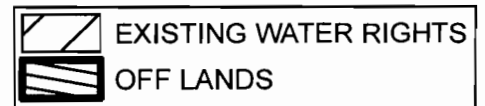


T 11248  
**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

"OFF" MAP



CENTRAL OREGON



IRRIGATION DISTRICT

APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 109

2.5 ACRES

DATE: 04-28-11

FILE: E:\TRANSFER\WR\TRANS11\ CANCEL\DR\151225\_NENE



15 OREGON AVE, P.O. BOX 875  
BEND, OR 97709  
(541) 389-7711 \* Fax (541) 389-0506

**WATER TRANSFER REPORT**

Central Oregon Irrigation District  
1055 SW Lake Court  
Redmond, Oregon 97756

August 8, 2010

Title Officer : Chuck Nichols  
Fee : \$100.00

Attn: Leslie Clark

**We have searched our Tract Indices as to the following described property:**

See attached "Exhibit A"

**and dated as of August 5, 2010 at 7:30 A.M.**

**We find that the last deed of record runs to:**

JULIUS HARRY, Trustee of the HARRY FAMILY REVOCABLE LIVING TRUST, dated July 31, 2003.

**Tax Information**

Taxes assessed under Code No. 2-004 Map and Tax Lot Number 15 12 25 00 00100  
Account No. 134217

Note: The 2009-2010 Taxes: \$1,567.03, paid in full.

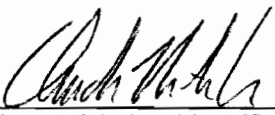
**NOTE: This Water Transfer Report is being made with the understanding that it does not represent any form of title insurance and is not a commitment for a policy of insurance. The information provided herein is not a full examination of the subject property. Further, if any person, corporation or entity of any kind should use this report as a basis to produce a title insurance product, it should be understood that it is clearly outside of Oregon law. Any liability hereunder is limited to the amount paid for said report.**

AmeriTitle

**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

By:   
\_\_\_\_\_  
Chuck Nichols, Title Officer  
CN:kg

*"Superior Service with Commitment and Respect for Customers and Employees"*

T 11248

Exhibit "A"

The North Half of the Northeast Quarter (N1/2NE1/4), Section Twenty-five (25), Township Fifteen (15) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING:

A parcel of land situate in a portion of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) of Section Twenty-five (25), Township Fifteen (15) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon, lying Westerly of centerline of a County Road (S.W. 58<sup>TH</sup> ST.) as constructed and now more particularly described as follows:

Commencing at a 1" pin at the 1/4 corner common to said Sections 24 and 25, Township 15 S., Range 12, E.W.M, D.C.O., the initial point and true point of beginning; thence North 89°54'40" East along the Northerly line of said Section 25, 145.91 feet to the centerline of said S.W. 58<sup>th</sup> Street as constructed; thence South 00°24'36" West along said road centerline, 1318.07 feet; thence South 89°21'08" West along the Southerly line of said NW1/4NE1/4, 144.85 feet; thence North 00°21'50" East along the Westerly line of said NE1/4, 1318.10 feet to the point of beginning.

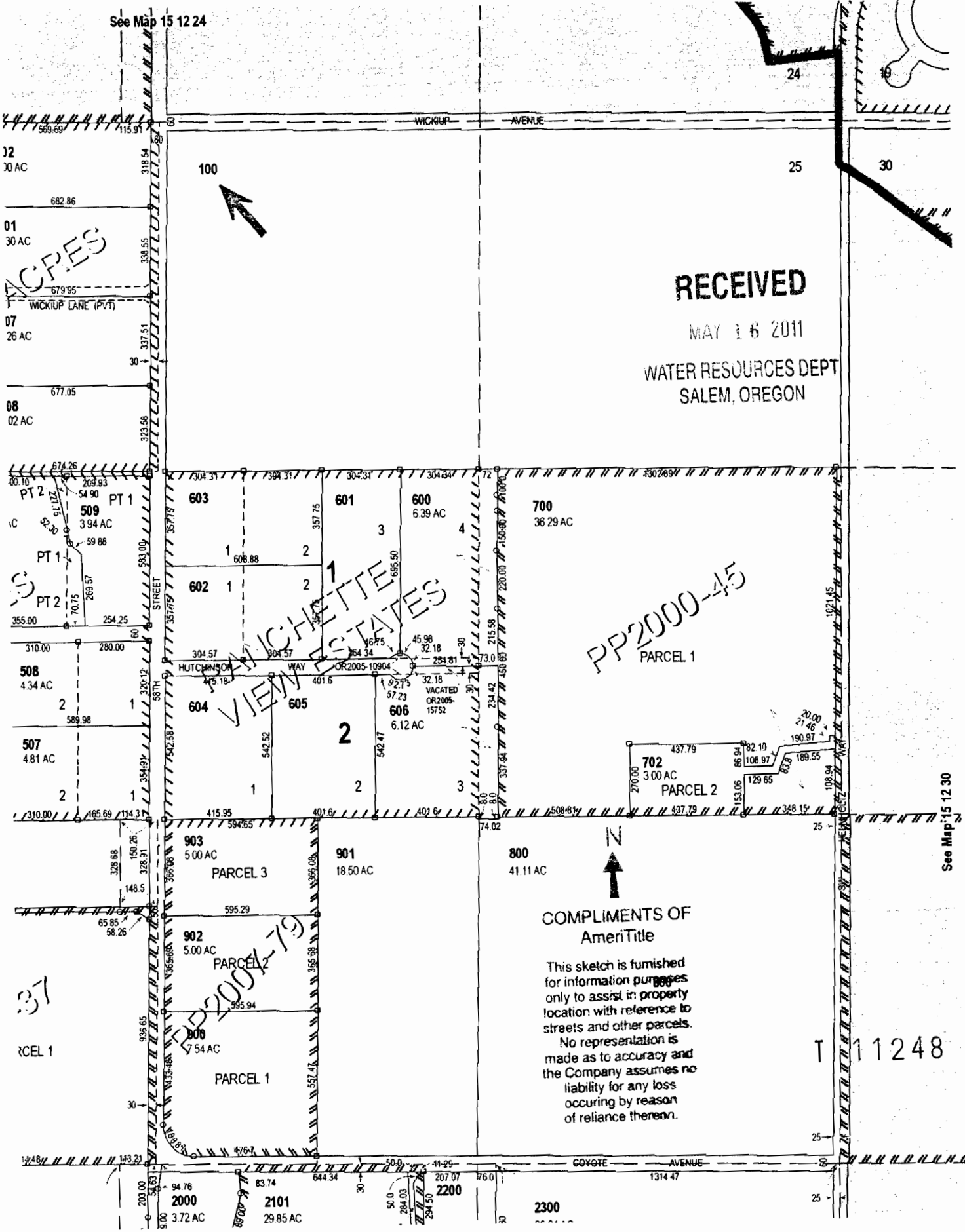
**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

T 11248

See Map 15 12 24



RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

PP2000-45  
PARCEL 1

COMPLIMENTS OF  
AmeriTitle

This sketch is furnished  
for information purposes  
only to assist in property  
location with reference to  
streets and other parcels.  
No representation is  
made as to accuracy and  
the Company assumes no  
liability for any loss  
occurring by reason  
of reliance thereon.

See Map 15 12 30

T 11248

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2003-53488



\$36.00

00190046200300034880030032

08/07/2003 01:16:24 PM

D-D Cnt=1 Sins=4 BECKEY  
\$10.00 \$11.00 \$10.00 \$5.00

# DESCHUTES COUNTY CLERK

## CERTIFICATE PAGE



**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

**This page must be included  
if document is re-recorded.  
Do Not remove from original document.**

T 11248

Unless Otherwise Requested, All  
Tax Statements Shall Be Sent To:  
5170 SW Wickiup  
Redmond, OR 97756

AFTER RECORDING RETURN TO:  
BRYANT, EMERSON & FITCH  
PO BOX 457  
REDMOND, OR 97756

**BARGAIN AND SALE DEED**

ALICE HARRY, MARIE HARRY and LAURA HARRY, Grantors, grant, bargain, sell and convey unto JULIUS HARRY, Trustee of the Harry Family Revocable Living Trust, dated July 31, 2003, the following described real properties:

**Parcel I:**

The Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4), Section Twenty-Four (24), Township Fifteen (15) South, Range Twelve (12), East of the Willamette Meridian.

**Parcel II:**

The North Half of the Northeast Quarter (N1/2 NE1/4), Section Twenty-five (25), Township Fifteen (15) South, Range Twelve (12), East of the Willamette Meridian

The Tax Account Numbers for the above described properties are: 15-12-25-00-00100 and 15-12-24-00-00900

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

The true and actual consideration for this conveyance is zero dollars (\$-0-), but reconveyance from the terminated Trust and for estate planning purposes.

DATED this 31 day of July, 2003.

Laura Harry  
LAURA HARRY

Marie Harry  
MARIE HARRY

Alice Harry  
ALICE HARRY

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

T 11248

STATE OF OREGON        )  
                                  : ss.  
County of Deschutes     )

Personally appeared before me this 31 day of July, 2003, the above-named ALICE HARRY, MARIE HARRY and LAURA HARRY and acknowledged the foregoing instrument to be his voluntary act and deed.

Mary C. Mattive  
Notary Public of Oregon



**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

T 11248



19209

VR 232 PAGE 315

BARGAIN AND SALE DEED

ALICE HARRY, THEODORE HARRY, JOHN HARRY, MARIE HARRY  
ROSA HARRY, and LAURA HARRY, Grantors convey to IRENE O. STOEKEY  
and AGNES URBAN HEISER, Grantees, the following described real  
property:

A parcel of land situate in a portion of the NW1/4  
of Section 25, Township 15 South, Range 12 East, W.M.,  
Deschutes County Oregon, lying westerly of centerline  
of a County Road (SW 58th St) as constructed and now  
more particularly described as:

Commencing at a 1" pin at the E corner common to said  
Sections 24 and 25, T 15 S, R 12 E., the initial point  
and true point of beginning: Thence N. 89°54'49" E.  
along the northerly line of said section 25, 145.91  
feet to the centerline of said S.W. 58th Street as  
constructed; thence S. 00°24'36" W. along said road  
centerline, 1318.07 feet; thence S 89°21'00" W.  
along the southerly line of said NW1/4, 144.85 feet;  
thence N. 00°21'50" E. along the westerly line of said  
NW1/4, 1318.10 feet to the point of beginning. Containing  
4.3989 acres.

The true and actual consideration for this conveyance

is to correct title to the same.

Until a change is requested, all tax statements are to  
be sent to the following address: 404 N.W. Federal, Bend, Oregon 97701

Dated this 4th day of June, 1976.

Alice Harry  
Theodore Harry  
John Harry  
Marie Harry  
Rosa Harry  
Laura Harry

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

STATE OF OREGON )

COUNTY OF DESCHUTES ) ss.

June 4th

, 1976.

PERSONALLY appeared before me the above named ALICE HARRY, THEODORE

HARRY, JOHN HARRY, MARIE HARRY, ROSA HARRY and LAURA HARRY and

acknowledged the foregoing instrument to be their voluntary act.

BEFORE ME:

Jessie Anne Wallace  
NOTARY PUBLIC FOR OREGON  
MY COMMISSION EXPIRES: 6-26-77

T 11248

1929

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument is a true and correct copy of the original as recorded

on the 4th day of May A.D. 1929

at 11:50 o'clock P.M. and recorded

in Book 222 on page 16 Records

of \_\_\_\_\_

ROSEMARY PATTERSON

By \_\_\_\_\_

RECEIVED

MAY 18 2011

WATER RESOURCES DEPT  
SALEM, OREGON

T 11248

Signed copy

COMPLETE RESTATEMENT OF  
HARRY FAMILY REVOCABLE LIVING TRUST  
Dated: July 31, 2003

DATED: February 28, 2008  
BETWEEN: LAURA HARRY and MARIE HARRY Settlers  
AND LAURA HARRY, MARIE HARRY and DEBBIE ROE Trustees

The entire original Declaration of Trust executed on July 31, 2003, by LAURA HARRY, MARIE HARRY and ALICE HARRY as Settlers (Trustors) and JULIUS HARRY as co-Trustee with the Settlers, Restated by LAURA HARRY and MARIE HARRY as Settlers and CAROL VALDEZ as co-Trustee with the Settlers on November 9, 2005 and amended by Amendment to Restated Revocable Living Trust dated March 2, 2006 and Second Amendment dated October 30, 2007, are hereby deleted in their entirety and said Trust is amended by inserting the following articles and provisions in their place.

ARTICLE I  
NAME OF TRUST

This Trust shall be called the HARRY FAMILY REVOCABLE LIVING TRUST.

ARTICLE II  
IDENTIFICATION OF FAMILY

The Settlers, MARIE HARRY and LAURA HARRY, are single and have no children, living or deceased, at the time of signing this document.

ARTICLE III  
TRUST PROPERTY

Settlers have or will have transferred to the Trustee the property described on Schedule "A". Such titles and interests as Trustee has received or may hereafter acquire in that property and such other property as may hereafter be added to the Trust shall be vested in the Trustee.

RECEIVED

ARTICLE IV  
ADDITIONS TO TRUST

The Trustees shall have the power to receive other property, real or personal, tangible or intangible, including life insurance policies, devised, bequeathed, granted, conveyed, assigned or made payable to the Trustees by any other person or persons which, upon acceptance by the Trustees,

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

T 11248

shall be added to Schedule "A" and such property shall become a part of the trust estate and shall be subject to the terms of this Revocable Living Trust.

ARTICLE V  
REVOCATION AND AMENDMENT

A. RIGHT OF REVOCATION, ALTERATION AND AMENDMENT: The Settlers, during their joint lives, reserve the right by written instrument filed with the Trustees:

1. To revoke this Agreement at any time; withdraw from the trust estate, discharged of the Trust all or any part of the principal which was transferred to the trust and all accumulated income attributable to such property upon satisfying all sums due to the Trustees and indemnifying Trustees against liabilities lawfully incurred in the administration of this trust.

2. To alter or amend this agreement at any time, by written instrument.

B. RESTRICTIONS ON RIGHTS: The rights of revocation, withdrawal, alteration and amendment reserved by the Settlers in paragraph 1 of this Article V may not be exercised by any other person, including any agent, attorney-in-fact, guardian or conservator.

C. IRREVOCABLE AFTER DEATH OF FIRST SETTLOR: Upon the death of the first Settlor, the Trust shall immediately be divided into two separate sub-trusts pursuant to Article VII below which sub-trusts shall then be irrevocable and not subject to revocation, alteration, amendment or rescission by any party or a party's representative.

**RECEIVED**

MAY 16 2011

ARTICLE VI  
ADMINISTRATION OF TRUST  
~~DURING JOINT LIFETIME OF SETTLORS~~

WATER RESOURCES DEPT  
SALEM, OREGON

A. ADMINISTRATION AS SINGLE TRUST: The Trustees shall take the aggregate of the assets transferred into this trust and, for accounting purposes, maintain the assets in a single trust while both of the Settlers are living. The trust shall be administered during Settlers' lifetimes as set forth below.

B. EXPENSES: All expenses, whether common or separate, shall be paid by the trust without apportionment and without deducting from either Settlor's respective share when the Trust is later divided into two trusts in accordance with Article VII. This includes maintenance expenses of the real property, utilities, food, medications, and any extraordinary expenses for either individual Settlor.

C. DISTRIBUTION OF PRINCIPAL AND INCOME: The Trustees shall distribute to Settlers, or for their benefit, such portions of the income and principal of the Trust as Settlers may from time to time request. Any sums either individual Settlor requests solely for her purpose shall

not be apportioned or deducted from her respective sub-trust established at a later date.

D. **INCAPACITY:** In the event either or both Settlor's become incapacitated to the extent that such Settlor is unable to manage her business affairs, the remaining Trustee, Trustees or successor Trustee shall distribute to either incapacitated Settlor or for her benefit, income and principal in amounts determined by the remaining Trustee, Trustees or successor Trustee to be necessary for each Settlor's health, education, support and maintenance to enable each Settlor to maintain the standard of living to which Settlor's are accustomed.

E. **RESIDENCE:** If the Settlor's residence property is a part of the trust, Settlor's shall have possession and full management of it and shall have the right to occupy it, rent free. The residence property shall be held as a trust asset and the Trustees shall pay for the maintenance of the property and for all taxes, liens, assessments, homeowners, fire and other real property insurance premiums, without apportionment from any sub-Trust, to the extent such assets are available for such payment or the residence property may be sold by the Trustees if such disposition is deemed to be in the best interest of the Settlor's and the Trust estate and is not inconsistent with paragraph C of Article VII.

ARTICLE VII  
ADMINISTRATION OF TRUST  
AFTER DEATH OF FIRST SETTLOR

Upon the death of the first Settlor, the Trust shall be administered as follows:

A. **ESTABLISHMENT OF THE MARIE HARRY AND LAURA HARRY TRUSTS:**

Upon the death of the first Settlor, the Trust shall be divided into two trusts of equal parts and shall be held and administered separately. ~~Each trust shall be named for Marie Harry and Laura Harry respectively.~~

B. **PAYMENT OF TAXES, DEBTS, AND OTHER EXPENSES:**

1. **Taxes:** Except as otherwise provided in each Settlor's Will or herein, upon the death of each Settlor the Trustees shall pay as soon as reasonably possible the portion of any federal estate tax and state inheritance tax, penalties and interest thereon attributable to the Trust property arising by reason of the Settlor's death from the deceased Settlor's respective trust.

2. **Tax Payment to Personal Representative:** Except as otherwise provided herein, if a Settlor dies leaving an estate subject to probate of which a Personal Representative shall be appointed the Trustees, upon reasonable notice, may pay to the Personal Representative all or any part of any federal estate tax, state inheritance tax and penalties and interest thereon from the deceased Settlor's respective trust arising by reason of a Settlor's death.

T 11248

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

3. Payment of Debts and Expenses: Upon the death of each Settlor, the Trustee may pay the following obligations and liabilities from the deceased Settlor's respective trust as soon as reasonably convenient:

- (a) Debts and claims, including income taxes, except that the Trustee need not pay obligations not yet due;
- (b) Expenses of the last illness and funeral;
- (c) Cost and expenses, including professional fees, necessary to administer and settle each Settlor's estate.

4. Payment of Debts to Probate Estate: The Trustees may pay the obligations and liabilities directly or through the Personal Representative of Settlor's probate estates, if any. The Trustees may rely upon a written statement of the Personal Representative as to the amount of such claims, expenses, taxes, or other costs and shall be under no duty to see to the application of any funds so paid.

C. FAMILY RESIDENCE:

1. Upon the death of the first Settlor, Settlor's brother JULIUS HARRY may move into the family residence and continue residing there until his death, rent free.

2. It is the intent of the Settlor's that the Family Residence be maintained as the residence for the Settlor's, then for Settlor's brother JULIUS HARRY and the surviving Settlor upon the death of the first Settlor, rent free, and that it not be sold until such time as both the surviving Settlor and JULIUS HARRY die or such time as the remaining Trustee determines that the surviving Settlor and JULIUS HARRY are no longer able to reside in the Family Residence.

3. An undivided one-half interest in the Family Residence shall be apportioned to each of the Settlor's respective trust upon the death of the first Settlor.

ARTICLE VIII  
ADMINISTRATION OF TRUST  
AFTER DEATH OF SURVIVING SETTLOR

Upon the death of the surviving Settlor, the trust shall be administered as follows:

A. PAYMENT OF TAXES, DEBTS, AND OTHER EXPENSES: Upon the death of the surviving Settlor, payment of taxes shall be paid consistent with paragraph B of Article VII, above.

T 11248

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

B. SPECIFIC JOINT BEQUEST FROM MARIE HARRY AND LAURA HARRY TRUSTS: Upon the death of the surviving Settlor, each respective undivided one-half interest in the Family Residence from the Marie Harry Trust and the Laura Harry Trust, the approximately five acres on which the residence is located together with the adjoining five acres shall be distributed to DEBBIE ROE. However, if JULIUS HARRY is surviving upon the death of the surviving Settlor, he may continue to reside in the Family Residence until his death, rent free.

C. THE MARIE HARRY TRUST:

1. Irrevocable Trust. Upon the death of the first Settlor, the Marie Harry Trust shall be established, held and administered as an irrevocable trust and shall not be subject to revocation, alteration, amendment or rescission by the Surviving Settlor or any other party.

2. Administration After Death of the First Settlor.

(a) Upon the death of the first of the Settlers to die (the First Settlor), all the income from the Marie Harry Trust shall be distributed to or for the benefit of the survivor of Marie Harry or Laura Harry (the Surviving Settlor) during her lifetime.

(b) The Surviving Settlor shall have the use of the Family residence and all items of personal property during her lifetime.

(c) In addition, the Trustee shall pay to or for the benefit of the Surviving Settlor such portions of principal as the Trustee shall determine to be necessary for the Surviving Settlor's health, including but not limited to medical, dental, hospital and nursing expenses, education, maintenance and support.

3. Administration After Death of the Surviving Settlor.

(a) Specific Bequests. Upon the death of the Surviving Settlor, and subject to paragraph A of Article VIII, above, the property of the Marie Harry Trust shall be distributed as follows:

- (1) Ten percent (10) to ORAL ROBERTS UNIVERSITY;
- (2) Thirty thousand Dollars (\$30,000) to Surviving Settlor's brother JULIUS HARRY of Vancouver, Washington, without right of representation;
- (3) One thousand dollars (\$1,000) to LYNN WOODARD of Redmond, Oregon, without right of representation;
- (4) One thousand dollars (\$1,000) to JEANNIE BROWER of Madras, Oregon, without right of representation;

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

T 11248

(5) One thousand dollars (\$1,000) to be shared by LARRY GARRIBY and CAROL GARRIBY of Redmond, Oregon, without right of representation;

(6) One thousand dollars (\$1,000) to MARY WARNER of Redmond (Smith Rock) Oregon, without right of representation

(7) One hundred dollars (\$100) to each of my following named nieces and nephews: ELLA VALDEZ, SUSAN JOHNSON, DARLENE PALMER, CHRIS DEWALD, MARVIN SCHALLHORN, RONNIE SCHALLHORN and MIKE SCHALLHORN, all without right of representation.

(8) I express my love and affection for my niece, CAROL VALDEZ but she is to receive nothing from the Marie Harry Trust.

(b) **Residue.** Any remaining balance in the Marie Harry Trust shall be distributed in equal shares to DEBBIE ROE, or to her surviving issue by right of representation if DEBBIE ROE does not survive me, and to the Settlor's brother, JULIUS HARRY, if he is living at the time of the death of the Surviving Settlor. If JULIUS HARRY predeceases the Surviving Settlor, any remaining balance in the Marie Harry Trust shall be distributed to DEBBIE ROE or her surviving issue by right of representation.

4. **Establishment of Beneficiary's Trust.** If any beneficiary herein is under the age of 25 years at the time of distribution of this trust, the residue of my estate shall be distributed to the Trustee to be held in trust and administered and distributed as set forth in Article IX below.

~~5. **Survivorship.** All beneficiaries under this trust will be identified as of the date of the death of the Surviving Settlor. The gift to any beneficiary who does not survive the Surviving Settlor, by ninety (90) days shall lapse and the beneficiary shall be considered, for the purposes of this trust, to have predeceased both Marie Harry and Laura Harry.~~

D. THE LAURA HARRY TRUST:

1. **Irrevocable Trust.** Upon the death of the first Settlor, the Laura Harry Trust shall be established, held and administered as an irrevocable trust and shall not be subject to revocation, alteration, amendment or rescission by the Surviving Settlor or any other party.

2. **Administration After Death of the First Settlor.**

(a) Upon the death of the first of the Settlor to die (the First Settlor), all the income from the Laura Harry Trust shall be distributed to or for the benefit of the survivor of Laura Harry or Marie Harry (the Surviving Settlor) during her lifetime.

(b) The Surviving Settlor shall have the use of the Family residence and all items of personal property during her lifetime.

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON



(c) In addition, the Trustee shall pay to or for the benefit of the Surviving Settlor such portions of principal as the Trustee shall determine to be necessary for the Surviving Settlor's health, including but not limited to medical, dental, hospital and nursing expenses, education, maintenance and support.

3. Administration After Death of the Surviving Settlor.

(a) Specific Bequests. Upon the death of the Surviving Settlor, and subject to paragraph A of Article VIII, above, the property of the Laura Harry Trust shall be distributed as follows:

(1) Ten thousand Dollars (\$10,000) to CITY CENTER FOURSQUARE CHURCH, Redmond Oregon;

(2) Thirty thousand Dollars (\$30,000) to Surviving Settlor's brother JULIUS HARRY of Vancouver, Washington, without right of representation;

(3) Five Hundred dollars (\$500) to LYNN WOODARD of Redmond, Oregon, without right of representation;

(4) One thousand dollars (\$1,000) to JEANNIE BROWER of Madras, Oregon, without right of representation;

(5) Five hundred dollars (\$500) to be shared by LARRY GARRIBY and CAROL GARRIBY of Redmond, Oregon, without right of representation;

(6) One thousand dollars (\$1,000) to MARY WARNER of Redmond (Smith Rock) Oregon, without right of representation

(7) I express my love and affection for my nieces and nephews: ELLA VALDEZ, SUSAN JOHNSON, DARLENE PALMER, CHRIS DEWALD, MARVIN SCHALLHORN, RONNIE SCHALLHORN, MIKE SCHALLHORN and CAROL VALDEZ but they are to receive nothing from the Laura Harry Trust.

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

(b) Residue. Any remaining balance in the Laura Harry Trust shall be distributed in equal shares to DEBBIE ROE or to her surviving issue by right of representation if DEBBIE ROE does not survive me, and to the Settlor's brother, JULIUS HARRY, if he is living at the time of the death of the last surviving Settlor. If JULIUS HARRY predeceases the last surviving Settlor, any remaining balance in the Laura Harry Trust shall be distributed to DEBBIE ROE or her surviving issue by right of representation.

4. Establishment of Beneficiary's Trust. If any beneficiary herein is under the age of 25 at the time of distribution of this trust, the residue of my estate shall be distributed to the Trustee, to be held in trust and administered and distributed as set forth in Article IX below.

5. Survivorship. All beneficiaries under this trust will be identified as of the date of the death of the Surviving Settlor. The gift to any beneficiary who does not survive the

Surviving Settlor by ninety (90) days shall lapse and the beneficiary shall be considered, for the purposes of this trust, to have predeceased both Laura Harry and Marie Harry.

ARTICLE IX  
ESTABLISHMENT OF BENEFICIARY'S TRUST.

A. SEPARATE TRUSTS: If any beneficiary of Settlers is under age 25 at the time of distribution, the Trustee shall establish a separate trust fund for each beneficiary who is under age 25 at the time of distribution and place therein each beneficiary's separate distributive amount received by the Trustee upon distribution. Settlers direct the Trustee to use as much of the principal and income out of the trust as the Trustee in its sole and absolute discretion shall determine as advisable for the maintenance, support, comfort, education for any beneficiary of Settlers under age 25, including college, advanced education or vocational technical education, and for any emergency situation of any beneficiary of Settlers, taking into consideration all other income and resources known to the Trustee to be available to said beneficiary.

B. TRUST TERMINATION: At such time as each beneficiary reaches age 25, Settlers authorize and direct the Trustee to deliver all of the remaining trust principal and income in such beneficiary's trust fund to Settlers' beneficiary.

C. SUCCESSOR BENEFICIARIES: In the event any of Settlers' beneficiaries die before reaching age 25, his or her share of the estate or individual trust fund shall be distributed to his or her surviving issue in equal shares, by right of representation. If such deceased beneficiary has no issue, his or her share shall be distributed in equal shares to the surviving issue of DEBBIE ROE, with right of representation, and shall be administered in accordance with the trust provisions of this Beneficiary's Trust.

ARTICLE X  
NO CONTEST

If any beneficiary of this Trust contests the probate of either Settlor, distribution or validity of this Trust or any Will of the Settlers or joins in any proceeding to contest the validity of this Trust or any Will of the Settlers, all benefits provided for such beneficiary are hereby revoked and eliminated and such benefits shall pass to the remaining residuary beneficiaries of this Trust or any Will of Settlers.

ARTICLE XI  
TRUSTEE PROVISIONS

A. SUCCESSOR TRUSTEE:

1. If any of the original Trustees of this Trust become unwilling or unable to continue serving as Trustee for any reason, including incapacity or death, the remaining Trustees

**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

or Trustee may continue to serve as Trustee(s) of the Trust.

2. If all of the original Trustees of this Trust are unable or unwilling to continue serving as Trustee for any reason, including incapacity or death, the Settlers appoint US BANK, N.A., a National Banking Association, as successor Trustee.

3. Any Trustee shall serve without the necessity of posting a bond herein.

B. RESIGNATION OF TRUSTEE: A Trustee may resign at any time without court approval by giving written notice to the successor Trustee or, if there is no successor, to the beneficiaries, their legal guardians, or the persons having the care or custody of minor beneficiaries.

C. APPOINTMENT OF SUCCESSOR TRUSTEE:

1. If at any time there should be no Trustee of this Trust and the person or corporation designated as Successor Trustee in paragraph A above is unwilling or unable to so serve, a majority in interest of those beneficiaries of the Trust to whom income may then be paid may appoint a Successor Trustee. Those beneficiaries not of legal age or capacity shall be represented by their guardian, if any. Appointment shall be by an instrument in writing acknowledged by each person executing the same and shall specify whether the Successor Trustee shall serve with or without bond.

2. All rights, title, and interest in the property of the Trust shall immediately vest in the Successor Trustee at the time of appointment. The prior Trustee shall, without warranty, transfer to the Successor Trustee the existing trust property.

3. No Successor Trustee shall be under any duty to examine, verify, question or audit the books, records, accounts or transactions of any preceding Trustee and no Successor Trustee shall be liable or responsible in any way for any acts or defaults of any predecessor Trustee, nor for any loss or expense from, or occasioned by anything done or neglected to be done by any predecessor Trustee.

4. If any Successor Trustee is merged or voluntarily liquidated into or consolidated with another bank or entity, the successor shall possess the same rights herein granted to such successor Trustee, provided that the successor possesses the requisite fiduciary powers.

D. RESPONSIBILITY OF SUCCESSOR: A successor Trustee shall have the same rights, titles, powers, duties, discretions and immunities and otherwise be in the same position as if the successor Trustee had been originally named as Trustee hereunder. No successor Trustee shall be personally liable for any act or failure to act of any predecessor Trustee or shall have any duty to examine the records of any predecessor Trustee. A successor Trustee may accept the account rendered and the property delivered to the successor Trustee by or on behalf of the predecessor Trustee as a full and complete discharge of the predecessor Trustee without incurring

11248

RECEIVED

MAY 18 2011  
WATER RESOURCES DEPT.  
SALEM, OREGON

any liability or responsibility for so doing.

E. COMPENSATION FOR TRUSTEE: The Trustee shall be entitled to reasonable compensation for services as Trustee. If a corporate fiduciary is serving as Trustee, reasonable compensation shall be determined by reference to the fee schedule used by the Trustee at the time such compensation is payable.

F. VALUATION: The Trustee shall be indemnified against liability including liability for penalties for valuation positions taken or settled if made in good faith and with a reasonable basis.

#### ARTICLE XII LIFE INSURANCE

With respect to life insurance policies wherein the Trust or Trustees are the beneficiary of policies owned by Settlor or either Settlor, the proceeds of all said policies owned by Settlor or either Settlor, the proceeds of all said policies shall be collected by the Trustees and held under the terms hereof. The payment to the Trustees by any insurance company of the proceeds of any such policy of insurance shall be a full discharge of the insurance company on account of said policy, and the insurance company shall in no way be responsible for the proper discharge of the Trust or any part thereof. The Trustees shall not be required to enter into collection proceedings or institute any litigation to enforce payment of the policies until reasonable provision has been made for indemnification of the Trustees against all expenses and liabilities related to such proceedings.

#### ARTICLE XIII FIDUCIARY POWERS

The Trustees (fiduciaries) are empowered to do all things appropriate for the orderly administration of the Trust subject to the fiduciary's power and control, unless otherwise specifically provided herein. Without limiting this general power, and without limitation of other powers hereby granted or otherwise possessed by the fiduciaries, including those specified in the Oregon Uniform Trust Code in effect in Oregon as it may be amended from time to time, the fiduciary shall have the following powers and discretion which the fiduciary shall exercise in such manner and upon such terms and conditions as the fiduciary shall deem necessary, desirable or convenient:

A. RETENTION OF PROPERTY: To retain any property for such period as the fiduciary may deem desirable, whether or not such property is productive of any income and independent of any requirement of diversification.

B. ADDITIONS: To receive additions to the assets of the estate from any source.

C. BUSINESS PARTICIPATION: To terminate or to continue or participate in the operation of any business enterprise, including a corporation, a sole proprietorship or a general or limited partnership, and to effect any form of incorporation, dissolution, liquidation, reorganization or other change in the form of the business enterprise or to lend money or make a capital contribution to any such business enterprise.

D. PERMISSIBLE INVESTMENTS: To invest and reinvest the assets of the estate or trust as the fiduciary may determine to be in the best interests of the estate or trust without limitation by any law applicable to investments by fiduciaries. The permitted investments and reinvestments may include securities such as common or preferred stock, mortgages, notes, subordinated debentures and warrants of any corporation and any common trust fund administered by a corporate fiduciary or other property, real or personal, including savings accounts and deposits and interests in mutual or money market funds or investment trusts, annuities and insurance, whether or not such investments are unsecured or of a wasting nature.

E. DEALING WITH PROPERTY: To acquire, grant or dispose of property, including puts, calls and options, including options on stock owned by the estate, for cash or on credit, including maintaining margin accounts with brokers, at public or private sale, upon such terms and conditions as the fiduciary may deem advisable and to manage, develop, improve, exchange, partition, change the character of, abandon property or any interest therein or otherwise deal with property.

F. DEVELOPING REAL PROPERTY: To manage and develop any real property in which the trust has an interest, including engaging legal counsel for all purposes, engineers, contractors, sub-contractors and other professionals and agents for the purpose of subdividing, developing, rezoning, exchanging, partitioning, improving and selling real property, and dedicating land to public use, granting public or private easements, making or vacating plats, adjusting boundaries and constructing, repairing, altering, improving, demolishing and razing buildings on any such real property.

ARTICLE XIV  
TAX ELECTIONS/DISCRETIONS

The Personal Representatives of each Settlor's estate, if any, and the Trustee shall have full power and authority, in their absolute discretion, to make any election, allocation or decision available under any federal or state tax laws. Any such election, allocation or decision may be made regardless of the effect thereof on any of the interests passing under this instrument and without adjustment between income and principal or among beneficiaries.

ARTICLE XV  
MISCELLANEOUS PROVISIONS

A. DISTRIBUTIONS TO MINOR AND OTHERS: If any beneficiary of the

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

Trust who is entitled to distributions of income or principal is incapacitated or under the age of majority, the Trustee may make distributions to which the beneficiary is entitled directly to the beneficiary, to a guardian or conservator of the beneficiary, to a custodian for the benefit of a minor beneficiary or to any person or corporation furnishing health, maintenance, support or education to the beneficiary. The receipt by any person to whom distributions are made as herein authorized shall be sufficient voucher for the Trustee, and the recipient need not be required to account to the Trustee.

B. CONSIDERATION OF OTHER SUPPORT: In making discretionary distributions, the Trustee may, but shall not be required to, determine other sources of income, support or property available to the beneficiary, and the Trustee shall have absolute discretion to determine the extent to which such other income, support or property must first be utilized by the beneficiary.

C. UNDISTRIBUTED INCOME: Unless otherwise provided in this agreement, income accrued, accumulated or undistributed upon the termination of any interest under any trust shall pass to the beneficiary entitled to the next eventual interest. Any income that is not distributable shall be accumulated, added to and thereafter administered as a part of the principal of the trust.

D. SPENDTHRIFT PROTECTION: No beneficiary shall have any power to sell, assign, transfer, encumber or in any other manner anticipate or dispose of his or her interest in the Trust or the income produced thereby prior to its actual distribution by the Trustee to said beneficiary or to another for the benefit of the beneficiary in the manner authorized by this Agreement. No beneficiary shall have any assignable interest in any trust created under this Agreement or in the income therefrom. Neither the principal nor the income shall be liable for the debts of any beneficiary. The limitations herein shall not restrict the exercise of any power of appointment or the right to disclaim.

E. RULE AGAINST PERPETUITIES: Unless sooner terminated or vested in accordance with other provisions of this instrument, all interests not otherwise vested, including but not limited to all trusts and powers of appointment created hereunder shall terminate 90 years after the date of the death of the first of us to die at the end of which time distribution of all principal and all accrued, accumulated and undistributed income shall be made to the persons then entitled to distributions of income and in the manner and proportions herein stated or, if not stated, equally, irrespective of their then-attained ages. If under the law governing the vesting of property interest under this agreement, an interest is invalid unless it vests or terminates not later than twenty-one (21) years after the death of an individual living at the time of the creation of the interest, then such interest shall terminate within that time period.

F. SEVERABILITY: If any provisions of this trust is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions thereof shall continue to be fully effective.

RECEIVED

MAY 18 2011

WATER RESOURCES DEPT  
SALEM, OREGON



## EXHIBIT A

1. The following described real property:

The North Half of the Northeast Quarter (N1/2 NE1/4), Section 25, Township 15 South, Range 12, East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING THEREFROM that portion conveyed to Irene O. Stookey and Agnes Urban Heiser by deed recorded June 4, 1976 in Volume 232, Page 315, Deed Records, described as follows: A parcel of land situate in a portion of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 25, Township 15 South, Range 12, East of the Willamette Meridian, Deschutes County, Oregon, lying Westerly of centerline of a County Road (SW 58<sup>th</sup> Street) as constructed and now more particularly described as:

Commencing at a 1" pin at a Quarter corner common to said Sections 24 and 25, Township 15 South, Range 12 East, the initial point and true point of beginning; thence North 89°54'40" East along the Northerly line of said Section 25, 145.91 feet to the centerline of said SW 58<sup>th</sup> Street as constructed; thence South 00°24'36" West along said road centerline, 1318.07 feet; thence South 89°21'08" West along the Southerly line of said Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4), 144.85 feet; thence North 00°21'50" East along the Westerly line of said Northeast Quarter (NE1/4), 1318.10 feet to the point of beginning.

T 11248

RECEIVED  
MAY 16 2011  
WATER RESOURCES DEPT  
SALEM, OREGON



**DESCHUTES COUNTY ASSESSOR'S NAME LEDGER**

Account ID 129150 Township 15 Range 12 Section 25 1/4 1/16 Taxlot 0 00100 Special Interest

Sale Price \$0  
Sale Date 16-Dec-1994

Effective Date 16-Dec-1994 12:00 AM Transaction ID -162594 Entry Date 16-Dec-1994 Recorded Date 16-Dec-1994

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
2	-198224	1994	CLERK - BOR		1994	3610065	1			NAME CHANGE	

Size Totals Code Acres Sqft Alternate Size

Sale Price \$0  
Sale Date 19-Apr-2002

Effective Date 19-Apr-2002 12:00 AM Transaction ID -121059 Entry Date 19-Apr-2002 Recorded Date 19-Apr-2002

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	-149309	2002	CLERK - BOR		2002	23931	1			NAME CHANGE	

Size Totals Code Acres Sqft Alternate Size

Sale Price \$0  
Sale Date 02-Jul-2002

Effective Date 02-Jul-2002 12:00 AM Transaction ID -118218 Entry Date 02-Jul-2002 Recorded Date 02-Jul-2002

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	-145777	2002	CLERK - BOR		2002	36417	1			NAME CHANGE	

Size Totals Code Acres Sqft Alternate Size

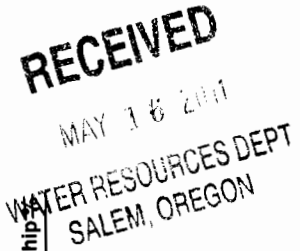
Effective Date 15-May-2003 12:00 AM Transaction ID -55125 Entry Date 15-May-2003 Recorded Date 15-May-2003

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	-55125	2003	ASSESSOR'S FILE		2003	129150	1	ASSESSOR'S FILE:CONVERSION:129150		CONVERSION	

Name Changes	Status	Name	Ownership Type	Ownership
A		HARRY, ALICE	OWNER	OWNER
A		HARRY, MARIE	OWNER	OWNER
A		HARRY, ROSA	OWNER	OWNER
A		HARRY, LAURA	OWNER	OWNER

T 11248

Size Changes Code 2004 + / - Size 79.08 Acres Move to Acct Move To Code



Account ID 129150 Township 15 Range 12 Section 25 1/4 0 1/16 0 0 Taxlot 00100 Special Interest

Size Totals Code 2004 Acres 79.08 Sqft Alternate Size

Action Subdivision Block Lot Direction Part Part Type

Add:

Effective Date 01-Oct-2003 12:00 AM Transaction ID 233578 Entry Date 01-Oct-2003 Recorded Date 07-Aug-2003 Sale Price \$0 Sale Date 31-Jul-2003

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	239654	2003	CLERK - BOR	B&S	2003	53488	1		PT	NAME CHANGE	

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
D	HARRY, ALICE	OWNER	OWNER		
D	HARRY, MARIE	OWNER	OWNER		
D	HARRY, ROSA	OWNER	OWNER		
D	HARRY, LAURA	OWNER	OWNER		
A	HARRY FAMILY REVOCABLE TRUST	OWNER	OWNER		100.0000
A	HARRY, JULIUS	REPRESENTATIVE			

Size Totals Code 2004 Acres 79.08 Sqft Alternate Size

Effective Date 13-Feb-2009 9:12 AM Transaction ID 2634552 Entry Date 06-Feb-2009 Recorded Date 28-Jan-2009 Sale Date

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	2904474	2009	CLERK - BOR	DC	2009	3864	1			TLC	

DEATH CERTIFICATE RECORDED FOR ROSA B HARRY

Size Totals Code 2004 Acres 79.08 Sqft Alternate Size

Effective Date 13-Feb-2009 9:14 AM Transaction ID 2634553 Entry Date 06-Feb-2009 Recorded Date 28-Jan-2009 Sale Date

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	2904475	2009	CLERK - BOR	DC	2009	3865	1			TLC	

DEATH CERTIFICATE RECORDED FOR LAURA HARRY

Size Totals Code 2004 Acres 79.08 Sqft Alternate Size

T 11248

RECEIVED

MAY 10 2009

WATER RESOURCES DEPT  
SALEM, OREGON

Account ID 129150 Township 15 Range 12 Section 25 1/4 1/16 Taxlot 00100 Special Interest

Effective Date 14-Sep-2010 8:41 AM Transaction ID 3125246 Entry Date 09-Sep-2010 Recorded Date 31-Aug-2010 Sale Date

Seq Voucher ID Tax Year Document Source Type ID #1 ID #2 PID Source ID PT Operation To/From Map

1 3474865 2011 CLERK S/P 2010 19 1 H-982

ACREAGE ADJUSTMENT PER PLAT (-2.50 AC)  
HARRY RANCH ESTATES

Size Changes	Code	+ / - Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code
	2004	-2.50 Acres	0			
<b>Size Totals</b>	<b>Code</b>	<b>Acres</b>	<b>Sqft</b>	<b>Alternate Size</b>		
	2004	76.58				

2 3474879 2011 CLERK S/P 2010 19 1 H-982

LESS PART TO CREATE TAXLOTS 101-109 (-72.36 AC)  
HARRY RANCH ESTATES  
NEW DESCRIPTION

Size Changes	Code	+ / - Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code
	2004	-72.36 Acres	0			
<b>Size Totals</b>	<b>Code</b>	<b>Acres</b>	<b>Sqft</b>	<b>Alternate Size</b>		
	2004	4.22				

- 1512250000101
- 1512250000102
- 1512250000103
- 1512250000104
- 1512250000105
- 1512250000106
- 1512250000107
- 1512250000108
- 1512250000109



Action Subdivision Block Lot Direction Part Part Type

Add: HARRY RANCH ESTATES

1

T 11248

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON



DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2010-44093



\$58.00

00754751201000440930030038

11/04/2010 12:36:09 PM

D-D Cntal Stmt BN

\$15.00 \$11.00 \$16.00 \$10.00 \$6.00

After Recording return to:  
Central Oregon Irrigation District  
1055 S.W. Lake Court  
Redmond, OR 97756

MAIL TAX STATEMENT  
TO: NO CHANGE

**QUITCLAIM DEED  
(WATER CONVEYANCE AGREEMENT)  
FOR TRANSFER OF INTEREST IN A WATER RIGHT**

Grantor, Olaf Bolken and Jannis C. Bolken as tenants by the entirety, the rightful owner of real property referenced herein, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in water rights appurtenant to the land described as:

IN TOWNSHIP 14 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN,

Section 9: The SE ¼ SW ¼, EXCEPT THE FOLLOWING: Commencing at the Southeast corner of the E ¼ SW ¼ of said Section 9; thence Westerly along the South line of said Section 9 a distance of 790 feet; thence Northerly on a line parallel to the East line of said Section 9, 416.00 feet; thence Easterly on a line parallel to the South line of said Section a distance of 790 feet to the East edge of said Section; thence Southerly 416 feet along the East edge of said Section to the point of beginning; ALSO EXCEPT that portion lying within the right of way of the Dalles-California Highway.

("Subject Land") is commonly known as: 14-13-09 00 001400. Grantor further releases claim and responsibility for all of the primary and supplemental irrigation water rights appurtenant to the Subject Land, being 2.0 acres, more or less, of water rights issued on Certificates in the name of Central Oregon Irrigation District and to any other water rights that are specifically appurtenant to the Subject Land.

By entry of this deed, Grantor hereby notifies any subsequent purchaser of the Subject Land that Grantor, as owner of the Subject Land, approved the transfer (including a change in the place and type of use and point of diversion) of the water rights referenced herein that are appurtenant to the Subject Land; that the interest in the water rights appurtenant to the Subject Land may not be conveyed in subsequent real estate transactions of the Subject Land; and that upon completion of a transfer, by election of COID, the Subject Land will have 25.0 acres of appurtenant water right remaining.

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 2.0 acres of water rights.

This agreement is binding upon the heirs, executors, administrators, successors, and permitted assigns of the parties to this agreement.

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. 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 AND 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Consideration for this Quitclaim: \$1,800.00

DATED this 28<sup>th</sup> day of October, 2010.

T 11248

RECEIVED

MAY 16 2011

(SIGNATURE AND NOTARY PAGE ATTACHED)

WATER RESOURCES DEPT  
SALEM, OREGON

2



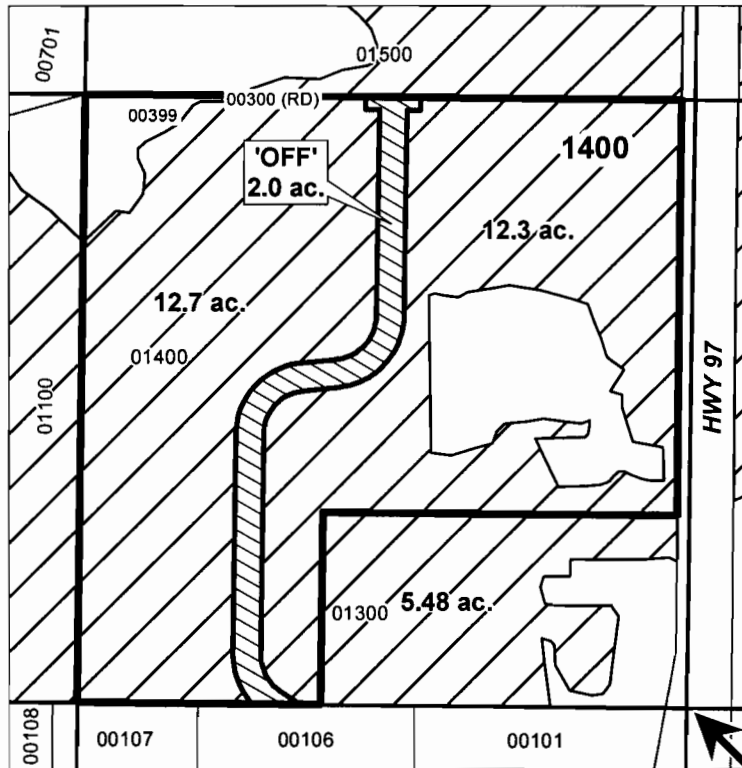
DESCHUTES COUNTY  
SEC.09 T14S R13E

SCALE - 1" = 400'



SE1/4 OF THE SW 1/4

DISTRICT INTERNAL  
NOTICE #: E-2010-004



RECEIVED

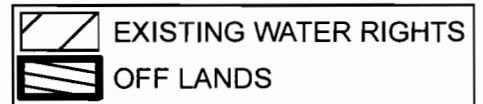
MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

S 1/4 COR

T 11248

"OFF" MAP



APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 1400

2.0 ACRES

DATE: 04-28-11

FILE: E:\TRANSFER\WRTRANS11\CANCEL\DR01141309\_SESW



15 OREGON AVE, P.O. BOX 875  
BEND, OR 97709  
(541) 389-7711 \* Fax (541) 389-7711

### WATER TRANSFER REPORT

Central Oregon Irrigation District  
1055 SW Lake Court  
Redmond, Oregon 97756

October 26, 2010

Title Officer : CHUCK NICHOLS  
Fee : \$100.00

Attn: Leslie Clark

**We have searched our Tract Indices as to the following described property:**

IN TOWNSHIP 14 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN,

Section 9: The SE ¼ SW ¼, EXCEPT THE FOLLOWING: Commencing at the Southeast corner of the E ½ SW ¼ of said Section 9; thence Westerly along the South line of said Section 9 a distance of 790 feet; thence Northerly on a line parallel to the East line of said Section 9, 416.00 feet; thence Easterly on a line parallel to the South line of said Section a distance of 790 feet to the East edge of said Section; thence Southerly 416 feet along the East edge of said Section to the point of beginning; ALSO EXCEPT that portion lying within the right of way of the Dalles-California Highway.

**and dated as of October 22, 2010 at 7:30 A.M.**

**We find that the last deed of record runs to:**

OLAF BOLKEN and JANNIS C. BOLKEN  
as tenants by the entirety


#### Tax Information

Taxes assessed under Code No. 2-004 Map and Tax Lot Number 14 13 09 00 01400  
Account No. 127875

NOTE: The 2010-2011 Taxes: \$2,672.30, paid in full.

**NOTE: This Water Transfer Report is being made with the understanding that it does not represent any form of title insurance and is not a commitment for a policy of insurance. The information provided herein is not a full examination of the subject property. Further, if any person, corporation or entity of any kind should use this report as a basis to produce a title insurance product, it should be understood that it is clearly outside of Oregon law. Any liability hereunder is limited to the amount paid for said report.**

AmeriTitle

By:   
\_\_\_\_\_  
Chuck Nichols, Title Officer  
CN:kg

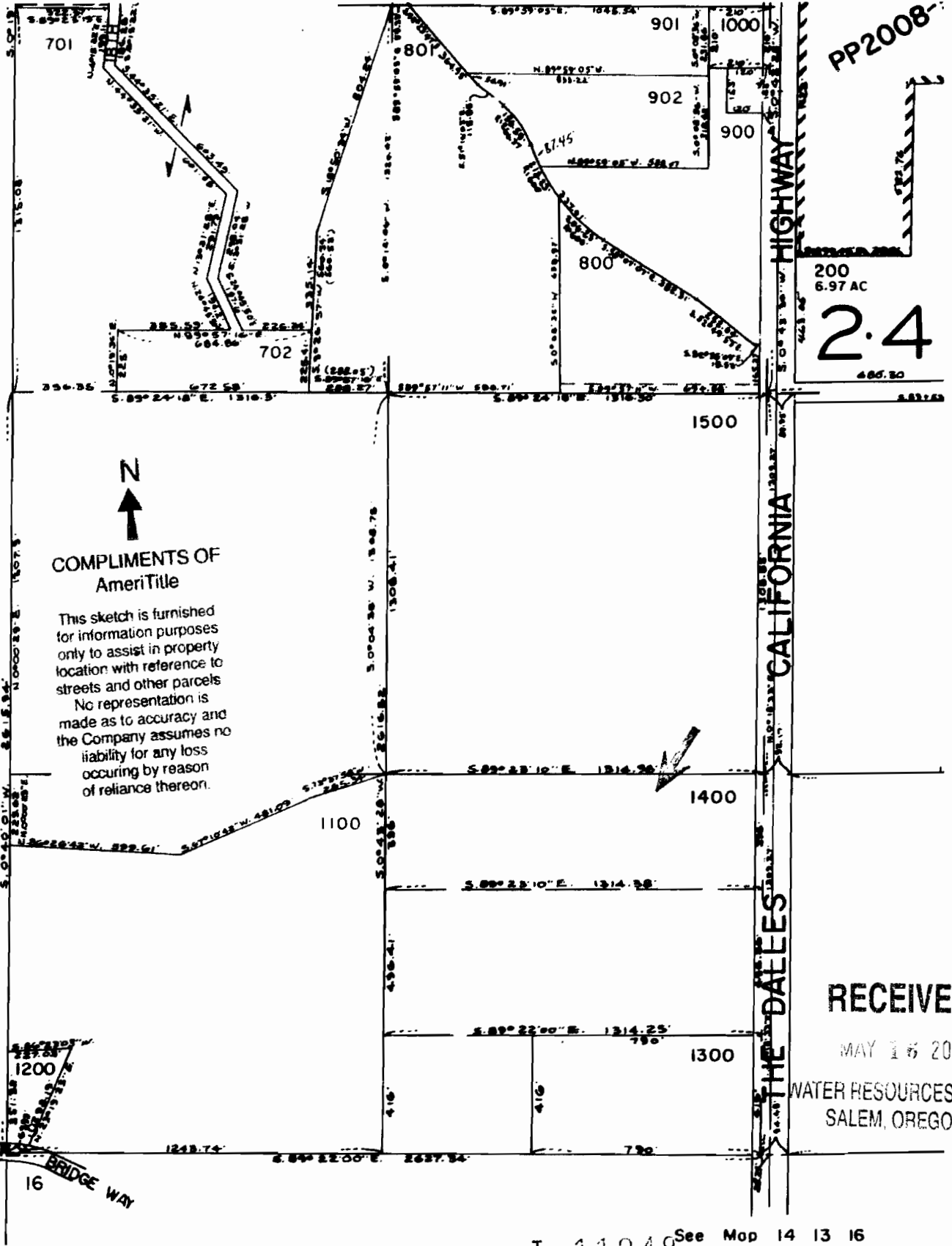
T 11248

**RECEIVED**  
MAY 16 2011  
WATER RESOURCES DEPT  
SALEM, OREGON

*"Superior Service with Commitment and Respect for Customers and Employees"*

See Map 14 13 8

PP2008



COMPLIMENTS OF AmeriTitle

This sketch is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

T 11248 See Map 14 13 16



3769

14479

WARRANTY DEED

Vol 243 PAGE 579

ELEANOR G. BROWN, Grantor, conveys and warrants to OLAF BOLKEN and JANNIS C. BOLKEN, husband and wife, Grantees, the following described real property, free of encumbrances except as specifically set forth herein:

IN TOWNSHIP 14 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN,

Section 9: The SE $\frac{1}{4}$ SW $\frac{1}{4}$ , EXCEPT THE FOLLOWING: Commencing at the Southeast corner of the E $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 9; thence Westerly along the South line of said Section 9 a distance of 790 feet; thence Northerly on a line parallel to the East line of said Section 9, 416.00 feet; thence Easterly on a line parallel to the South line of said Section a distance of 790 feet to the East edge of said Section; thence Southerly 416 feet along the East edge of said Section to the point of beginning; ALSO EXCEPT that portion lying within the right of way of the Dalles-California Highway,

EXCEPTING existing easements, restrictions and rights of way of record.

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

Olaf Bolken  
9721 Highway 97 North  
Terrebonne, Oregon 97760

The true and actual consideration for this conveyance is \$26,000.00.

Dated this 4th day of January, 1977.

T 11248

STATE OF OREGON )  
County of Deschutes ) ss.

Eleanor G. Brown  
ELEANOR G. BROWN

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON



Personally appeared before me the above named ELEANOR G. BROWN and acknowledged the foregoing instrument to be her voluntary act and deed.

Alison S. Sudek  
Notary Public for Oregon  
My commission expires: 6-8-79

14479

STATE OF OREGON

County of Deschutes

I hereby certify that the within instru-  
ment of writing was received for Record

the 10 day of Jan A.D. 1977

at 3:18 o'clock P. and recorded

in Book 243 on Page 74 Records

of Deschutes

ROSEMARY PATTERSON

County Clerk

By Ann Patterson Deputy

RECEIVED

MAY 16 2011

T 11248

WATER RESOURCES DEPT  
SALEM, OREGON



DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2010-00993



\$53.00

00767873201000000000000000000025

01/08/2010 09:52:34 AM

D-D Cnt=1 Str=30 JS

\$10.00 \$11.00 \$16.00 \$10.00 \$6.00

After Recording return to:  
Central Oregon Irrigation District  
1055 S.W. Lake Court  
Redmond, OR 97756

MAIL TAX STATEMENT  
TO: NO CHANGE

**QUITCLAIM DEED  
(WATER CONVEYANCE AGREEMENT)  
FOR TRANSFER OF INTEREST IN A WATER RIGHT**

Grantor, SCHOOL DISTRICT NO. 70 as to Block 57 and 70; TERREBONNE SCHOOL DISTRICT, as to Block 75, the rightful owners of real property referenced herein, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in water rights appurtenant the land described as:

**Blocks Fifty-seven (57), Seventy (70), and Seventy-five (75) of HILLMAN, Deschutes County, Oregon. Together with those portions of the vacated Street, which inured to said Lots. Excepting therefrom that portion deeded to Terrebonne Domestic Water District recorded January 26, 1967, in Book 152, Page 2, Deed Records.**

and commonly known as: 14-13-16 CD 00700. Grantor further releases claim and responsibility for all of the primary and supplemental irrigation water rights appurtenant to the Subject Land, being 4.50 acres, more or less, of water rights issued on Certificates in the name of Central Oregon Irrigation District and to any other water rights that are specifically appurtenant to the Subject Land.

By entry of this deed, Grantor hereby notifies any subsequent purchaser of the Subject Land that Grantor, as owner of the Subject Land, approved the transfer (including a change in the place and type of use and point of diversion) of the water rights referenced herein that are appurtenant to the Subject Land; that the interest in the water rights appurtenant to the Subject Land may not be conveyed in subsequent real estate transactions of the Subject Land; and that upon completion of a transfer, by election of COID, the Subject Land will no longer have an appurtenant water right.

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 4.50 acres of water rights.

This agreement is binding upon the heirs, executors, administrators, successors, and permitted assigns of the parties to this agreement.

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. 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 AND 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Consideration for this Quitclaim: \$4,050.00

DATED this 6 day of January, <sup>2010</sup><sub>2009</sub>.

T 11248

RECEIVED

MAY 16 2011

Grantor:

Doug Snyder for School District No. 70 and Terrebonne School District  
(NOTARY PAGE ATTACHED)

WATER RESOURCES DEPT  
SALEM, OREGON

2

State of Oregon )  
 ) ss.  
County of Deschutes )

This instrument was acknowledged before me on January 6, 2010 by Doug Snyder as Chief operations officer for School District No. 70 and Terrebonne School District.

Leslie Clark  
Notary Public for Oregon



Grantee:

[Signature]  
Steven C. Johnson, Secretary-Manager Central Oregon Irrigation District

Date 6 Jan. 2010

State of Oregon )  
 ) ss.  
County of Deschutes )

This instrument was acknowledged before me on January 6, 2010 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.



Leslie Clark  
Notary Public for Oregon

T 11248

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

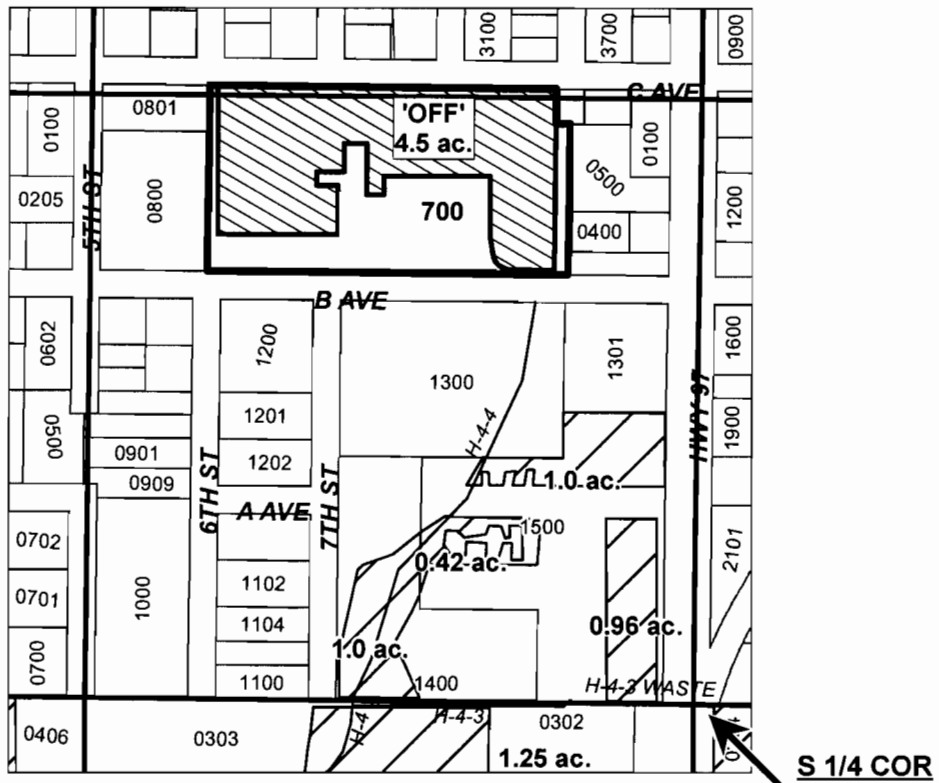
# DESCHUTES COUNTY SEC.16 T14S R13E

SCALE - 1" = 400'



SE 1/4 OF THE SW 1/4

DISTRICT INTERNAL  
NOTICE #: E-2010-004



RECEIVED

T 11248

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

	EXISTING WATER RIGHTS
	OFF LANDS

"OFF" MAP



APPLICATION FOR PERMANENT INSTREAM TRANSFER  
NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 700

4.5 ACRES

DATE: 04-05-11

FILE: \\TRANSFER\WRTRANS11\CANCEL\ DRC\141316\_700



**IRRIGATION DISTRICT REPORT**

CENTRAL OREGON IRRIGATION DISTRICT  
1055 S W LAKE CT  
REDMOND, OR 97756

December 31, 2009  
Title Number : 120862  
Title Officer : HOPE BRIDGES  
Fee : \$150.00

Attn: LESLIE CLARK

**We have searched our Tract Indices as to the following described property:**

Blocks Fifty-seven (57), Seventy (70), and Seventy-five (75) of HILLMAN, Deschutes County, Oregon. Together with those portions of the vacated Street, which inured to said Lots. Excepting therefrom that portion deeded to Terrebonne Domestic Water District recorded January 26, 1967, in Book 152, Page 2, Deed Records.

and dated as of December 14, 2009 at 7:30 a.m.

**We find that the last deed of record runs to:**

SCHOOL DISTRICT NO. 70, as to Block 57 and 70;  
TERREBONNE SCHOOL DISTRICT, as to Block 75

**We also find the following apparent encumbrances within ten years prior to the effective date hereof:**

1. Taxes, including the current fiscal year, not assessed because of School District Exemption. If the exempt status is terminated an additional tax may be levied.
2. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Central Oregon Irrigation District.
3. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein  
As granted to: Terrebonne Domestic Water Users District  
Recorded: October 15, 1967  
Book-Page: 132-619, Deed Records
4. Easements for utilities over and across the premises formerly included within the boundaries of 6th, 7th, 8th, and 9th Streets now vacated, if any such exists.

**We have also searched our General Index for judgments and state and federal tax liens against the above named grantees and find the following:**

T 11248

NONE

**We also find the following paid taxes and city liens:**

Taxes assessed under Code No. 2-012 Map and Tax Lot Number 14 13 16CD 00700  
Account No. 150386

NOTE: The 2009-2010 Taxes: No Tax Roll Record.

**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

NOTE: This Irrigation District Report is being made with the understanding that it does not represent any form of title insurance and is not a commitment for a policy of insurance. The information provided herein is not a full examination of the subject property. Further, if any person, corporation or entity of any kind should use this report as a basis to produce a title insurance product, it should be understood that it is clearly outside of Oregon law. Any liability hereunder is limited to the amount paid for said report.

THIS IS NOT A TITLE REPORT, A COMMITMENT TO ISSUE TITLE INSURANCE OR A GUARANTEE OF ANY KIND. No liability is assumed with this report. Our search was limited to our tract indices and no examination of the public record was made. The fee charged for this service does not include supplemental reports or other services. Further dissemination of the information in this report in a form purporting to insure title to the herein described land is prohibited by law.

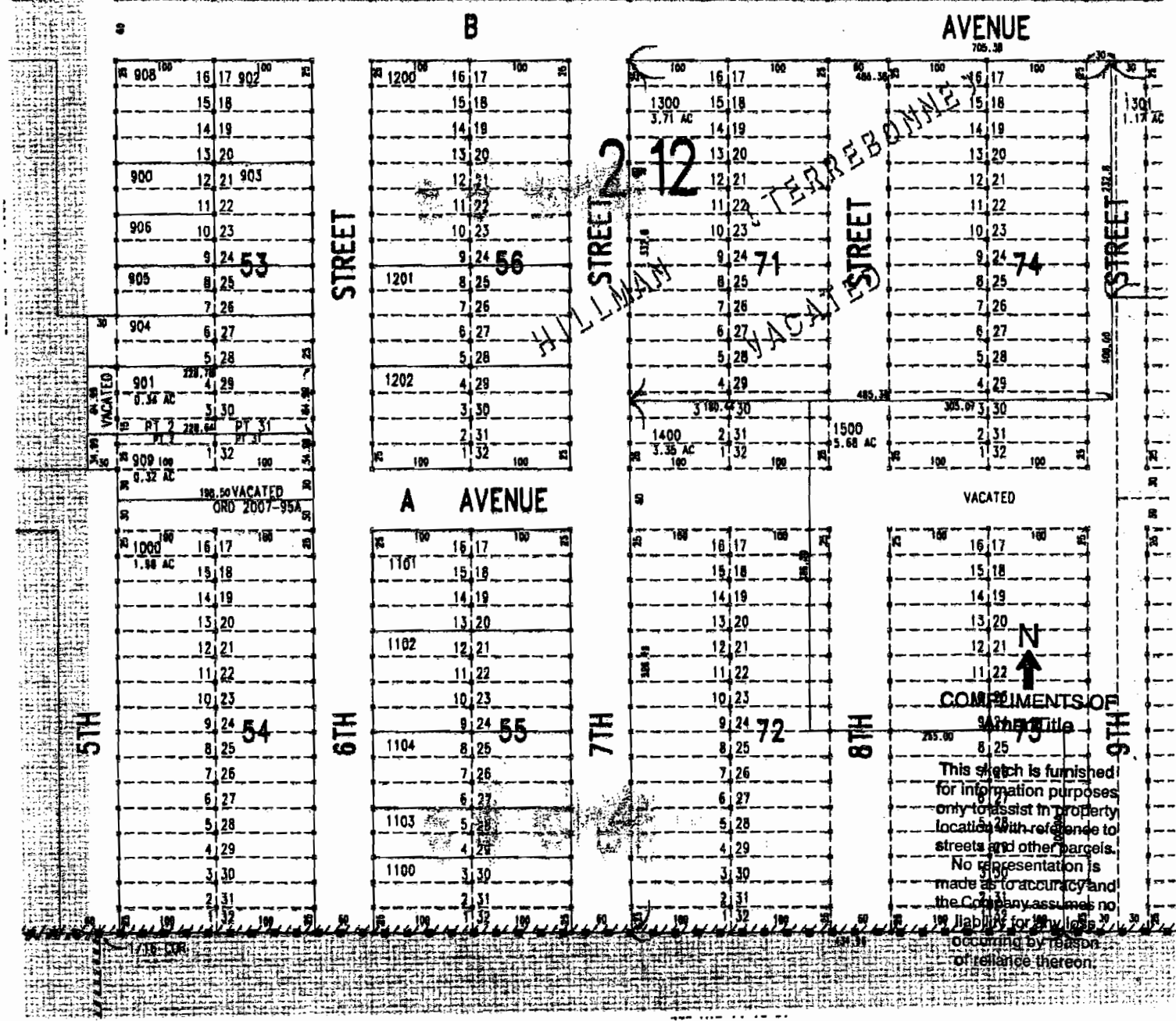
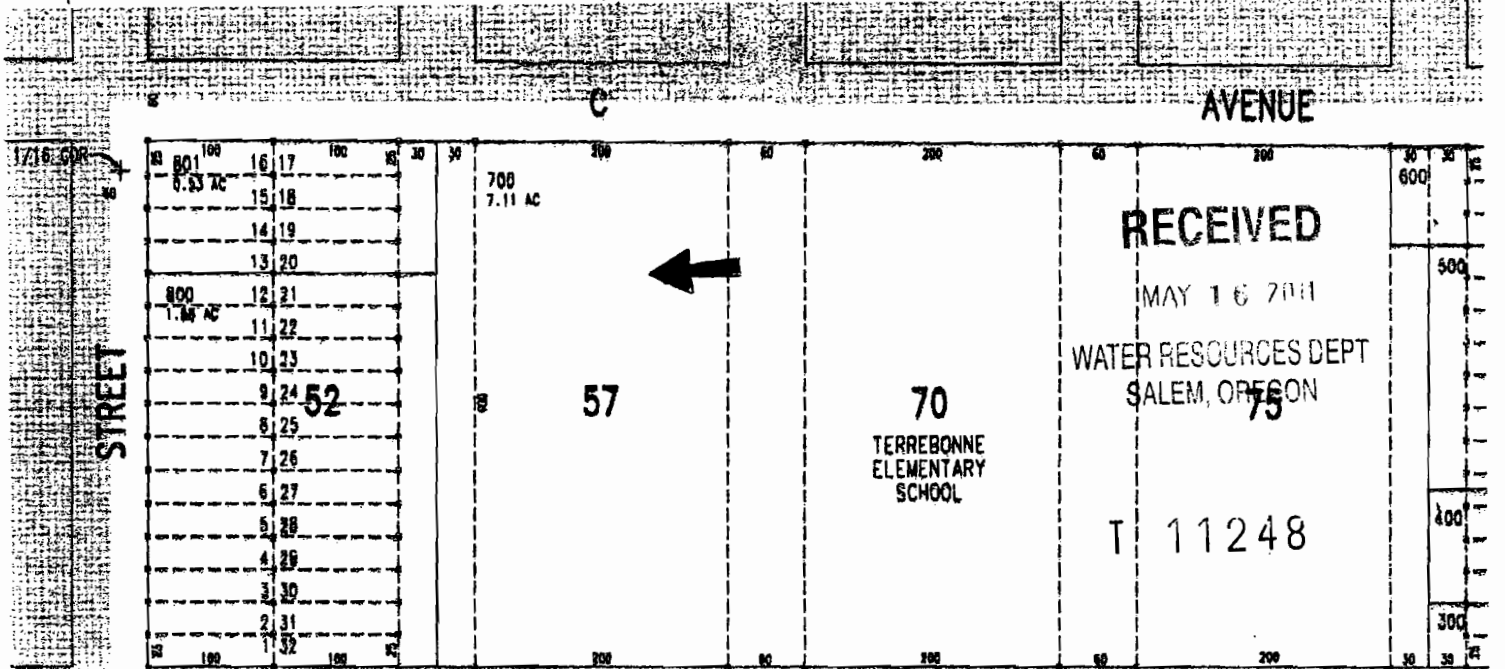
**AmeriTitle**

By: Hope Bridges  
Hope Bridges, Title Officer  
HB:kg

T 11248

**RECEIVED**  
MAY 16 2011  
WATER RESOURCES DEPT  
SALEM, OREGON

**"Superior Service with Commitment and Respect for Customers and Employees"**







ALL OF LOTS ONE TO THIRTY TWO INCLUSIVE, IN BLOCK FIFTY SEVEN (57) AS PER THE PLAT OF HILLMAN ACCORDING TO THE RECORD IN THE OFFICE OF THE COUNTY CLERK OF CROCK COUNTY OREGON.

TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, ENCUMBRANCES AND APPURTENANCES THEREUNTO BELONGING OR IN ANY MANNER PERTAINING AND ALSO ALL THEIR ESTATE RIGHT, TITLE AND INTEREST IN AND TO THE SAME INCLUDING DOER AND CLAIM OF DOER.

TO HAVE AND TO HOLD THE ABOVE DESCRIBED AND GRANTED PREMISES UNTO THE SAID SCHOOL DISTRICT NUMBER SEVENTY (70) THEIR HEIRS AND ASSIGNS FOREVER AND NORMA GAIL TAYLOR AND T. W. TAYLOR HER HUSBAND GRANTOR ABOVE NAMED DO COVENANT TO AND WITH SCHOOL DISTRICT NUMBER SEVENTY (70) THE ABOVE NAMED GRANTEE THEIR HEIRS AND ASSIGNS THAT THEY ARE LAWFULLY SEIZED IN DEED SIMPLE OF THE ABOVE GRANTED PREMISES AND THAT THE ABOVE GRANTED PREMISES ARE FREE FROM ALL INCUMBRANCES AND EXCEPTING TAXES AND THAT THEY WILL AND THEIR HEIRS EXECUTORS AND ADMINISTRATORS SHALL WARRANT AND FOREVER DEFEND THE ABOVE GRANTED PREMISES AND EVERY PART AND PARCEL THEREOF, AGAINST THE LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS WHOSOEVER.

IN WITNESS WHEREOF, WE THE GRANTORS ABOVE NAMED HAVE HERETO SET OUR HANDS AND SEALS THIS SIXTY DAY OF JUNE 1913.

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF US AS WITNESSES:

F. W. TAYLOR

MRS. LOLA M. HUMPHREYS

NORMA GAIL TAYLOR (SEAL)

T. W. TAYLOR (SEAL)

STATE OF OREGON {

COUNTY OF CROCK {

BE IT REMEMBERED THAT ON THIS SIXTY DAY OF JUNE A. D. 1913, BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED THE WITHIN NAMED NORMA GAIL TAYLOR AND T. W. TAYLOR HER HUSBAND WHO ARE KNOWN TO ME TO BE THE IDENTICAL PERSONS DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY.

IN TESTIMONY WHEREOF, I HAVE HERETO SET BY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

(NOTARIAL SEAL)

F. W. TAYLOR, NOTARY PUBLIC FOR OREGON

T 11248

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT SALEM, OREGON

Tract 5 in Wells Tracts according to the official plat thereof on file and of record in the office of the County Clerk of Deschutes County, Oregon, together with all water rights appurtenant thereto, containing 2.91 acres, said land being a part of the Southeast quarter of the Northwest quarter of Section 27, Township 17 South, Range 12 East Willamette Meridian.

(No U.S.I.S. Stamp affixed & cancelled)

To Have and to Hold, the above described and granted premises unto the said Oliver Festover Kephburn and Nora Josephburn, husband and wife, their heirs and assigns forever.

And we the grantors above named do covenant to and with the above named grantees their heirs and assigns that they are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, whatsoever, and that they will and their heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whatsoever.

Witness our hands and seals this 19th day of July, 1937.

G. W. Foster (Seal)  
Josie Foster (Seal)

SEAL OF OREGON, )  
County of Deschutes, ) SS

BE IT HEREBY CERTIFIED that on this 19th day of July, A.D. 1937, before me the undersigned a Notary Public in and for said County and State personally appeared the within named G. W. Foster and Josie Foster, husband and wife, who are known to me to be the identical individuals described in and who executed the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and Notarial seal this the day and date first herein written.

E. C. Stadler  
Notary Public for Oregon  
My Commission Expires November 18, 1939.

(Notarial Seal)

(This deed is recorded to correct the acknowledgment in the Deed recorded in Vol. 56, Page 362.)

RECEIVED -----  
I-5712

Deschutes County, Oregon  
to

Terrebonne School District #5

WATER RESOURCES DEPT  
SALEM OREGON COUNTY DEPT.

Filed February 14 A.D. 1939  
3:36 o'clock P.M.  
Mable G. Livesey, County Clerk  
By Carl Schuman, Deputy

T 11248

THIS INSTRUMENT, Made this 2nd day of November, 1938, between Deschutes County, Oregon, a municipal corporation, party of the first part, and Terrebonne School District #5 the party of the second part,

WITNESSETH: That

WHEREAS, Deschutes County, Oregon, has heretofore acquired and now owns the property hereinafter described;

and  
WHEREAS, on the 11th day of August, 1938, the County Court of said County, pursuant to the provisions of Chapter 402, Oregon Laws for 1937, made and entered an order declaring it to be for the best interests of said County to sell said real property and by said order fixed the minimum price and the terms of sale thereof; and

WHEREAS, pursuant to said order the sheriff of said County has caused notice of sale of said premises to be published in the Free Press a weekly newspaper of general circulation in said county, once each week for four consecutive weeks prior to the day of sale as set out in said notice; and on said day of sale, to-wit: the 17th day of September, 1938, the Sheriff attended at the place fixed for said sale and offered said property for sale and sold the same to the said party of the second part for the sum of \$30.00, that sum being the highest and best bid therefor and not less than the minimum price fixed by said order; and the said sheriff has executed and delivered to said purchaser a certificate of sale of said property and has filed in the office of the County Clerk of said County his return on said order together with the proof of publication of said notice; and

WHEREAS, no notice or claim of unpaid assessment lien for local improvements has been made by any municipal corporation or filed with the Clerk of this Court, and the said purchaser has surrendered its said certificate of sale and has paid said purchase price in full, and is by law entitled to a deed for said premises,

NOW, WHEREFORE, know all men by these presents, that Deschutes County, Oregon, a municipal corporation, acting by and through its duly elected, qualified and acting County Judge and County commissioners, for and in consideration of the premises and the payment of the purchase price above set out, does hereby bargain, grant, sell and convey to Terrebonne School District #5 all its right, title, equity and interest in and to the following described real property, situate in the County of Deschutes, State of Oregon, to-wit:

Lots 1 to 7 and 10 to 32, inclusive, of Block 75, Hillman

TO HAVE AND TO HOLD the same unto the said Terrebonne School District #5, its successors and assigns forever.

IN WITNESS WHEREOF, We, G. E. Lyon, W. F. Trigglett and Wm. J. Baer, the duly elected, qualified and acting County Judge and County Commissioners of said County, acting for and on behalf of Deschutes County, Oregon, have hereunto set our hands and affixed the seal of said County in regular monthly meeting convened for the transaction of County business, this 2nd day of November, 1938.

DESCHUTES COUNTY, OREGON.

WHEREAS no notice or claim of unpaid assessment lien for local improvements has been made by any municipal corporation or filed with the clerk of this court and the said purchaser has surrendered its said certificate of sale and has paid said purchase price in full, and is by law entitled to a deed for said premises.

NOW, THEREFORE, know all men by these presents, that Deschutes County, Oregon, a municipal corporation, acting by and through its duly elected, qualified and acting County Judge and County Commissioners for and in consideration of the premises and the payment of the purchase price above set out, does hereby bargain, grant, sell and convey to School District No. 5 all its right, title, equity and interest in and to the following described real property, situate in the County of Deschutes, State of Oregon, to-wit:

Lots Eight (8) and Nine (9), Block Seventy-five (75) Hillman

TO HAVE AND TO HOLD the same unto the said School District No. 5, its successors and assigns forever.

IN WITNESS WHEREOF, We, C. L. Allen, E. E. Varco and O. K. Grubb, the duly elected, qualified and acting County Judge and County Commissioners of said County, acting for and on behalf of Deschutes County, Oregon, have hereunto set our hands and affixed the seal of said county in regular monthly meeting convened for the transaction of County business this 1st day of July 1942.

ATTEST: HABLE G. LIVESAY, County Clerk  
County Court Seal

DESCHUTES COUNTY, OREGON  
BY C. L. ALLEN, County Judge  
BY E. E. VARCO, Commissioner  
BY O. K. GRUBB, Commissioner

K 7001

DESCHUTES COUNTY, OREGON  
TO  
JOHN SWANSON

Filed July 2, A.D. 1942  
11:05 o'clock A.M.  
Hable G. Livesay, County Clerk

COUNTY DEED

THIS INSTRUMENT, made this 1st day of July 1942, between Deschutes County, Oregon, a municipal corporation, party of the first part and John Swanson, the party of the second part,

T 11248

WITNESSETH: That

WHEREAS, Deschutes County, Oregon, has heretofore acquired and now owns the property hereinafter described; and WHEREAS, on the 16th day of April 1942, the County Court of said County, pursuant to the provisions of Chapter 402 Oregon Laws for 1937, made and entered an order declaring it to be for the best interests of said County to sell said real property and by said order fixed the minimum price and the terms of sale thereof; and

WHEREAS, pursuant to said order the Sheriff of said County has caused notice of sale of said premises to be published in the Redmond Spokesman, a news paper of general circulation in said County, once each week for four consecutive weeks prior to the day of sale as set out in said notice; and on said day of sale, to-wit: the 6th day of June 1942, the Sheriff attended at the place fixed for said sale and offered said property for sale and sold the same to the said party of the second part for the sum of \$10.00, that sum being the highest and best sum bid therefor and not less than the minimum price fixed by said order; and the said sheriff has executed and delivered to said purchaser a certificate of sale of said property and has filed in the office of the County Clerk of said County his return on said order together with the proof of publication of said notice; and

WHEREAS, no notice or claim of unpaid assessment lien for local improvements has been made by any municipal corporation or filed with the Clerk of this court and the said purchaser has surrendered his said certificate of sale and has paid said purchase price in full, and is by law entitled to a deed for said premises.

NOW, THEREFORE, know all men by these presents, that Deschutes County, Oregon, a municipal corporation, acting by and through its duly elected, qualified and acting County Judge and County Commissioners, for and in consideration of the premises and the payment of the purchase price above set out, does hereby bargain, grant, sell and convey to John Swanson all its right, equity and interest in and to the following described real property, situate in the County of Deschutes, State of Oregon, to-wit:

All of that portion of Block Ninety-eight (98) and Ninety-nine (99) lying east of the Dallas-California Highway in Hillman

RECEIVED  
MAY 16 2011  
WATER RESOURCES DEPT  
SALEM, OREGON



AGREEMENT

TRANSFER OF INTEREST IN A WATER RIGHT

This Agreement for the transfer of interest of a Central Oregon Irrigation District water right (this "Agreement") is made and executed by and between Canyons Land & Cattle Company LLC, ("Seller") and the Central Oregon Irrigation District ("District"), a municipal corporation organized under ORS Chapter 545, hereafter the "Parties".

Seller hereby releases all of its right, title and interest in and to 20.97 acres of Central Oregon Irrigation District water right as described in Exhibit A ("Water"), per signed purchase agreement, Exhibit B, to District, both Exhibits having been attached and incorporated by this reference.

District has fulfilled the terms of the purchase agreement by issuance of District check #09227, payable to Canyons Land & Cattle Company LLC, in the amount of \$18,473.00, issued on June 30, 2010. By signing this Agreement and accepting payment the terms of this Agreement are fulfilled and Seller shall have no further claim to any interest in Water.

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and permitted assigns.

This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the Parties with respect to such subject matter.

SELLER:

*[Signature]*

Date: 6 July 2010

Steve Runner for Canyons Land & Cattle Company, LLC

*Steven M. Rugner*

DISTRICT:

*[Signature]*

Date: 19 July, 2010

Steven C. Johnson  
Secretary-Manager Central Oregon Irrigation District

T 11248

RECEIVED

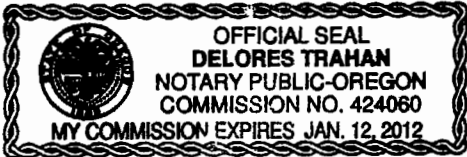
MAY 18 2011

WATER RESOURCES DEPT  
SALEM, OREGON

(NOTARY PAGE ATTACHED)

State of Oregon )  
 ) ss.  
County of Deschutes )

This instrument was acknowledged before me on July 6, 2010  
by Steve Runner as General Manager for Canyons Land & Cattle Company, LLC.  
Steven M Runner



DeLores Trahan  
Notary Public

State of Oregon )  
 ) ss.  
County of Deschutes )

This instrument was acknowledged before me on July 19, 2010  
by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.



Leslie Clark  
Notary Public

T 11248

RECEIVED

MAY 15 2011

WATER RESOURCES DEPT  
SALEM, OREGON

EXHIBIT "A"

T 11248

**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

**WRITTEN CONSENT OF THE SOLE MEMBER OF  
CANYONS LAND AND CATTLE COMPANY LLC**

The undersigned, constituting the sole member of Canyons Land and Cattle Company LLC, an Oregon limited liability company (the "Company"), hereby adopts the following actions by written consent effective as of July 15, 2010.

**WHEREAS**, the Company maintains a checking account with U.S. Bank with an account number ending in 3564 (the "Checking Account") and a brokerage account with U.S. Bank with an account number ending in 9860 (the "Brokerage Account");

**WHEREAS**, the undersigned has determined that it is in the best interest of the Company to add and remove certain authorized signers on the Checking Account and the Brokerage Account; and

**WHEREAS**, the undersigned has also determined that it is in the best interest of the Company to designate an authorized signer to execute and deliver, on behalf of the Company, contracts, agreements and other instruments subject to the limitations set forth herein.

**NOW, THEREFORE, BE IT RESOLVED**, that James A. Gardner and Cindy Drenner are hereby removed as authorized signers on the Checking Account and James A. Gardner is hereby removed as an authorized signer on the Brokerage Account;

**RESOLVED FURTHER**, that Steven M. Runner is hereby added as an authorized signer on the Checking Account and the Brokerage Account and that Julianne O'Neal shall remain as an authorized signer on the Checking Account;

**RESOLVED FURTHER**, that as of the date hereof, the authorized signers on the Checking Account are Steven M. Runner and Julianne O'Neal and the sole authorized signer on the Brokerage Account is Steven M. Runner, provided that the authorized signer(s) on the Checking Account and/or Brokerage Account may be changed from time to time by further resolution of the member of the Company;

**RESOLVED FURTHER**, that all checks, drafts or other orders for the payment, transfer or withdrawal of funds from the Checking Account in an amount of \$5,000 or more shall require the signature of two authorized signers;

**RESOLVED FURTHER**, that Steven M. Runner is hereby is authorized, directed and empowered to execute and deliver, on behalf of the Company, any and all contracts, agreements, instruments and other documents; provided, however, that Mr. Runner shall have no authority to take any of the following actions on behalf of the Company or to otherwise bind the Company in connection with any of the following actions: (i) the acquisition by the Company of any real property or any interest therein; (b) the sale, exchange or other transfer of all or substantially all of the assets of the Company; (c) the merger or other consolidation or combination of the Company with any other entity; or (d) the borrowing of money, pledging of credit of the Company or the incurrence of any debt or other obligation on behalf of the Company in excess of \$50,000 in a single transaction or any financing or refinancing to be incurred by the Company

**RECEIVED**

\\ODMA\PCDOCS\PORTLAND\714929

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

T 11248



in excess of \$50,000. Mr. Runner shall identify himself as an "Authorized Signer" on any documents he executes on behalf of the Company pursuant to this Written Consent;

**RESOLVED FURTHER**, that Steven M. Runner, in his capacity as an Authorized Signer of the Company, is hereby authorized and directed to execute and deliver any and all documents and to take such other action as he deems necessary, advisable or appropriate to carry out the purposes and intent of the foregoing resolutions; and

**RESOLVED FURTHER**, that the authority hereby conferred is in addition to the authority conferred by any other action heretofore or hereafter delivered to any third party and will continue in full force and effect until any third party shall receive notice in writing signed by the Company of the revocation of the authority herein granted. Such revocation shall be effective only as to actions taken on behalf of the Company subsequent to receipt by any third party of such notice.

**IN WITNESS WHEREOF**, the undersigned has executed this Written Consent as of the date first written above.

PACIFIC REALTY ASSOCIATES, L.P., a  
Delaware limited partnership

By: PacTrust Realty, Inc. a  
Delaware corporation

Its: General Partner

By: David W Ramus

Name: David W. Ramus

Title: VP/COO

**RECEIVED**

MAY 18 2011

WATER RESOURCES DEPT  
SALEM, OREGON

ODMA\PCDOCS\PORTLAND\1714929

T 11248



DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2010-23318



\$53.00

00731884201000233180020024

06/16/2010 10:01:54 AM

D-D Cnt=1 St=1 BN

\$10.00 \$11.00 \$18.00 \$10.00 \$8.00

After Recording return to:  
Central Oregon Irrigation District  
1055 S.W. Lake Court  
Redmond, OR 97756

MAIL TAX STATEMENT  
TO: NO CHANGE

**CORRECTION QUITCLAIM DEED**

Originally recorded September 4, 2002 in Deschutes Co Official Records, Book 2002, Page 50524

**(WATER CONVEYANCE AGREEMENT)**

**FOR TRANSFER OF INTEREST IN A WATER RIGHT**

Grantor, Glenn R. Carpenter who also acquired title as Glenn Rae Carpenter; Glenn Rae Carpenter as Trustee of the Betty J. Carpenter Revocable Living Trust dated May 29, 1992; and Glenn Rae Carpenter and Doris Darleen Modderman, as Successor Trustees of the Betty J. Carpenter Revocable Living Trust dated May 29, 1992; as their interests appear of record, the rightful owner of real property referenced herein, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in water rights appurtenant the land described as: That portion of the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 3, TOWNSHIP 15 SOUTH, RANGE 13, EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, which lies East of the Easterly line of the Oregon Trunk Railway. EXCEPT the South 5 feet thereof ("Subject Land") and commonly known as: 15-13-03 CC 00100. Grantor further releases claim and responsibility for all of the primary and supplemental irrigation water rights appurtenant to the Subject Land, being 16.50 acres, more or less, of water rights issued on Certificates in the name of Central Oregon Irrigation District and to any other water rights that are specifically appurtenant to the Subject Land.

By entry of this deed, Grantor hereby notifies any subsequent purchaser of the Subject Land that Grantor, as owner of the Subject Land, approved the transfer (including a change in the place and type of use and point of diversion) of the water rights referenced herein that are appurtenant to the Subject Land; that the interest in the water rights appurtenant to the Subject Land may not be conveyed in subsequent real estate transactions of the Subject Land; and that upon completion of a transfer, by election of COID, the Subject Land will no longer have an appurtenant water right.

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 16.50 acres of water rights.

This agreement is binding upon the heirs, executors, administrators, successors, and permitted assigns of the parties to this agreement.

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. 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 AND 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Consideration: To correct Vesting

(SIGNATURE AND NOTARY PAGE ATTACHED)

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

T 11248



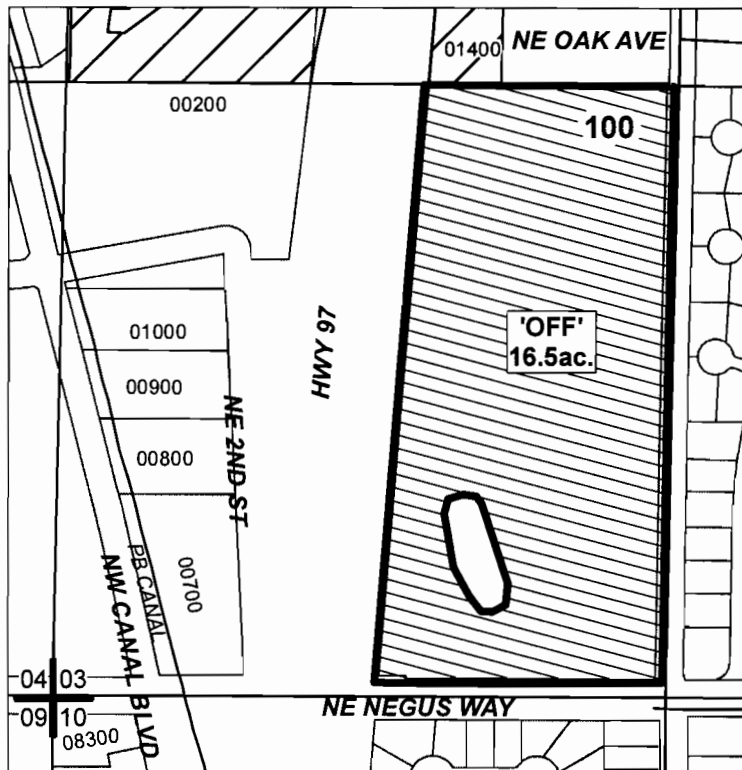
**DESCHUTES COUNTY  
SEC.03 T15S R13E**

SCALE - 1" = 400'



**SW 1/4 OF THE SW 1/4**

DISTRICT INTERNAL  
NOTICE #: E-2010-004





T 11248

**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

	EXISTING WATER RIGHTS
	OFF LANDS

"OFF" MAP



**APPLICATION FOR PERMANENT INSTREAM TRANSFER**

**NAME: DESCHUTES RIVER CONSERVANCY**

**TAXLOT #: 100**

**16.5 ACRES**

DATE: 04-05-11

FILE: I:\TRANSFER\WRTRANS11\CANCEL\DRC\151303\_100



# First American

*First American Title Insurance Company o*  
395 SW Bluff Drive, Ste 100  
Bend, OR 97702  
Phn - (541)382-4201  
Fax - (866)524-9203

**DESCHUTES COUNTY TITLE UNIT**  
FAX (866)524-9203

Title Officer: **Teresa Hansen**  
(541)382-4201  
tehansen@firstam.com

## AMENDED WATER RIGHTS TRANSFER REPORT

Central Oregon Irrigation District  
1055 SW Lake Court  
Redmond, OR 97756

Attn: Leslie Clark  
Phone No.: 541-504-7576 - Fax No.:  
Email: leslic@coid.org

Order No.: 7069-1566811  
April 27, 2010

Re:

Fee: \$150.00

We have searched our Tract Indices as to the following described property:

That portion of the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 3, TOWNSHIP 15 SOUTH, RANGE 13, EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, which lies East of the Easterly line of the Oregon Trunk Railway. EXCEPT the South 5 feet thereof.

and as of September 04, 2002 at 8:00 a.m.

We find that the last deed of record runs to

Glenn R. Carpenter who also acquired title as Glenn Rae Carpenter; Glenn Rae Carpenter as Trustee of the Betty J. Carpenter Revocable Living Trust dated May 29, 1992; and Glenn Rae Carpenter and Doris Darleen Modderman, as Successor Trustees of the Betty J. Carpenter Revocable Living Trust dated May 29, 1992; as their interests appear of record

We also find the following apparent encumbrances within ten (10) years prior to the effective date hereof:

NOTE: Taxes for the year 2001-2002 PAID IN FULL  
Tax Amount: \$1,817.44  
Map No.: 15 13 03 CC 00100  
Property ID: 157144  
Tax Code No.: 02-004

T 11248

**RECEIVED**

MAY 10 2010

WATER RESOURCES DEPT  
SALEM, OREGON

- 1. Taxes for the fiscal year 2002-2003 a lien due, but not yet payable.
- 2. The premises described herein fall within the boundaries of Central Oregon Irrigation District and are subject to rules and regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals thereof.
- 3. The rights of the public in and to that portion of the premises herein described lying within the limits of public roads and highways.
- 4. Easement, including terms and provisions contained therein:  
 Recording Information: February 13, 1941 in Book 59, Page 447  
 In Favor of: United States of America  
 For: to construct, reconstruct, operated and maintain an electric transmission and distribution line(s)

Quitclaim Deed conveying all right, title and interest from the United States of America to Pacific Power & Light Company, recorded January 26, 1962 in Book 130, Page 35.

- 5. Easement Agreement and the terms and conditions thereof:  
 Between: Glenn Carpenter and Betty J. Carpenter dba Pacific States Clearing Company, a partnership, and Wanda L. Coshow  
 And: Allen A. Kirk, Harry S. Criswell and Hobart Ayres  
 Recording Information: February 15, 1990 in Book 202, Page 2012
- 6. Easement reserved in Statutory Warranty Deed, including terms and provisions contained therein:  
 Recording Information: October 23, 1991 in Book 248, Page 0405  
 Reserved by: L.J. Himelwright and Alma Himelwright, husband and wife  
 For: the North 16 feet
- 7. Declaration of Dedication, including terms and provisions thereof.  
 Recorded: July 23, 1998 in Book 504, Page 0541
- 8. Declaration of Dedication, including terms and provisions thereof.  
 Recorded: August 17, 1998 in Book 507, Page 2185
- 9. In order to insure a transaction involving the herein named trust, we will need to be provided a Certification of Trust pursuant to ORS 130.800 through ORS 130.910.

We have also searched our General Index for Judgments and State and Federal Liens against the Grantee(s) named above and find:

NONE

T 11248

**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM OREGON

THIS IS NOT a title report since no examination has been made of the title to the above described property. Our search for apparent encumbrances was limited to our Tract Indices, and therefore above listings do not include additional matters which might have been disclosed by an examination of the record title. We assume no liability in connection with this Lot Book Service and will not be responsible for errors or omissions therein. The charge for this service will not include supplemental reports, rechecks or other services.

T 11248

**RECEIVED**

MAY 15 2011

WATER RESOURCES DEPT  
SALEM, OREGON

**QUITCLAIM DEED**

**FOR TRANSFER OF INTEREST IN A WATER RIGHT**

Grantors, Pacific States Clearing Company, a partnership consisting of Glenn Carpenter and Glenn Rae Carpenter as trustee of the Betty J Carpenter Revocable Living Trust, Glenn Carpenter aka Glenn Rae Carpenter, trustee of the Betty J Carpenter Revocable Living Trust, releases and quitclaims to Central Oregon Irrigation District all rights, title and interest in the following: By this agreement and signed transfer application form, Grantor, the owner of the lands listed below, release their claim and responsibility for 16.5 acres of Central Oregon Irrigation District water rights that are appurtenant to the lands listed below; to Central Oregon Irrigation District. Central Oregon Irrigation District is in the process of completing the transfer application and will submit it to the Water Resources Department for approval of use of the water right at a new location and/or use. Central Oregon Irrigation District may attach this agreement to the Oregon Water Resources Department's lease form and file with the District's Water Right Lease Agreement.

That portion of the Southwest Quarter of the Southwest Quarter ( SW ¼ SW ¼ ) of Section 3, TOWNSHIP 15 SOUTH, RANGE 13, EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, which lies East of the Easterly line of the Oregon Trunk Railway. EXCEPT the South 5 feet thereof.

By entry of this deed, grantor hereby notifies any subsequent purchaser of the lands listed above that grantor, as owner of the subject land, approved the transfer (including a change in the place and type of use and point of diversion) of the water rights that are appurtenant to the subject land; and that upon completion of a transfer, by election of COID, the subject land no longer will have an appurtenant water right, if the transfer includes a change in the place of use.

Furthermore, upon signing of this agreement and the accompanying transfer application, Pacific States Clearing Company, a partnership consisting of Glenn Carpenter aka Glenn Rae Carpenter as trustee of the Betty J Carpenter Revocable Living Trust, Glenn Carpenter, Glenn Rae Carpenter, trustee of the Betty J Carpenter Revocable Living Trust, shall no longer be liable for any district assessment or charges pertaining to the 16.50 acres of water right incurred after the date of signing. The water right in question is further described as a portion of certificate # 76358, priority of 1900 and 1907, located: ( 15-13-03 CC 00100 ) This agreement is binding upon the heirs, executors, administrators, successors, and permitted assigns of the parties to this agreement.

Consideration for this Quitclaim is : Water rights were previously purchased by Jim Gardner, The Canyons Land & Cattle Co.

MAIL TAX STATEMENT TO: No Change

After Recording return to:  
Central Oregon Irrigation District  
2598 North Highway  
Redmond, OR 97756

T 11248

**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

DESCHUTES COUNTY OFFICIAL RECORDS  
MARY SUE PENHOLLOW, COUNTY CLERK

2002-50524



\$36.00

00097739200200505240020027

09/16/2002 09:58:51 AM

D-D Cnt=1 Stn=11 PAM  
\$10.00 \$11.00 \$10.00 \$5.00



Grantors:

Glenn R. Carpenter

Date 9-9-02

Glenn R. Carpenter, Partner, Pacific States Clearing Company

State of Oregon  
County of Deschutes

On this 9th day of September, 2002, personally appeared

Glenn R. Carpenter, Who is the partner  
of Pacific States Clearing Company, and that said instrument was signed on behalf of said company



Tammy Sailors  
My commission expires 8-29-2005

Glenn Carpenter

Date 9-9-02

Glenn Rae Carpenter Trustee

Date 9-9-02

Glenn Rae Carpenter aka, Glenn Carpenter, Trustee

State of Oregon  
County of Deschutes

This instrument was acknowledged before me on Sept 9, 2002 by the Trustee of Betty J. Carpenter Revocable Living Trust.



Tammy Sailors  
My commission expires 8-29-2005

T 11248

RECEIVED  
MAY 16 2011  
WATER RESOURCES DEPT  
SALEM, OREGON

**Leslie Clark**

**From:** Hansen, Teresa [tehansen@firstam.com]  
**Sent:** Wednesday, April 21, 2010 5:03 PM  
**To:** leslic@coid.org  
**Subject:** Carpenter  
**Importance:** High

Leslie,

Per our telephone conversation of today...

Please find attached several deeds representing how title was held at the time your QCD (2002-50524) was prepared and recorded.

QCD recorded June 03, 1992 in Book 267, Page 450:  
Glenn Rae Carpenter and Doris Darleen Modderman, as successor trustees of the Betty J. Carpenter Revocable Living Trust, dated Mary 29, 1992, as to an undivided 1/7<sup>th</sup> interest (this is a remaining interest after all subsequent conveying documents recorded).

BSD recorded June 14, 2002 in Instrument No. 2002-32413:  
Glenn R. Carpenter, as to an undivided 1/7<sup>th</sup> interest

BSD recorded August 23, 2002 in Instrument No. 2002-46080:  
Glenn Rae Carpenter, as to an undivided 2/7<sup>th</sup> interest; and  
Glenn Rae Carpenter as trustee of the Betty J. Carpenter Revocable Living Trust, dated Mary 29, 1992, as to an undivided 2/7<sup>th</sup> interest

BSD recorded September 03, 2002 in Instrument No. 2002-47698:  
Glenn Rae Carpenter as trustee of the Betty J. Carpenter Revocable Living Trust, dated Mary 29, 1992, as to an undivided 1/7<sup>th</sup> interest

Since I did not do an examination of title (just pulling documents in the chain at the time of our Transfer Report #171088); you may want to verify this information with Amerititle. It is of course your choice.

If you have any questions or concerns, please feel free to contact this office.

Best of luck,

Teresa Hansen  
Title Manager  
Deschutes County Operations

**RECEIVED**

MAY 18 2011

WATER RESOURCES DEPT  
SALEM, OREGON

\*\*\*\*\*  
This message may contain confidential or proprietary information intended only for t addressee(s) named above or may contain information that is legally privileged. If y not the intended addressee, or the person responsible for delivering it to the inten you are hereby notified that reading, disseminating, distributing or copying this me prohibited. If you have received this message by mistake, please immediately notify replying to the message and delete the original message and any copies immediately t

Thank you.

\*\*\*\*\*

FACLD

T 11248

**AFTER RECORDING, RETURN TO:**

Bryant, Emerson & Fitch  
PO Box 457

Redmond OR 97756

**MAIL TAX STATEMENTS TO:**

Glenn Rae Carpenter, Trustee  
PO Box 1239  
Sisters OR 97759

DESCHUTES COUNTY OFFICIAL RECORDS  
MARY SUE PENHOLLOW, COUNTY CLERK

2002-47698



\$35.00

08884406200200476980020022

09/03/2002 10:19:45 AM

D-D Cnt=1 Str=11 JEFF  
\$10.00 \$11.00 \$10.00 \$5.00

**BARGAIN AND SALE DEED**

GLENN RAE CARPENTER and DORIS DARLEEN MODDERMAN, as successor trustees of THE BETTY J. CARPENTER REVOCABLE LIVING TRUST dated May 29, 1992, as to an undivided 1/7 interest, Grantor, grants, bargains, sells and conveys unto GLENN RAE CARPENTER as Trustee of THE BETTY J. CARPENTER REVOCABLE LIVING TRUST dated May 29, 1992. Grantee, all of their right, title and interest in the following described real property, situated in the County of Deschutes, State of Oregon, to-wit:

That portion of the SW1/4 of the SW1/4 of Section 3, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon, which lies East of the Easterly line of the Oregon Trunk Railway. EXCEPT the South 5 feet thereof.

Subject to an easement over and across the North 16 feet of said premises for an irrigation ditch for the delivery of irrigation water to the culvert under the railroad track for delivery of water to the premises West of the railroad track, including the right to enter upon said easement for the maintenance, operation and use of said irrigation ditch. TOGETHER WITH appurtenant water rights of 17 acres of COI water.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.930.

The true and actual consideration for this conveyance consists of or includes other property or value given or promised which is the whole of the consideration.

DATED this 21 day of August, 2002.

BETTY J. CARPENTER REVOCABLE LIVING TRUST  
DATED MAY 29, 1992

*Glenn Rae Carpenter*  
\_\_\_\_\_  
GLENN RAE CARPENTER, Trustee

*Doris Darleen Modderman*  
\_\_\_\_\_  
DORIS DARLEEN MODDERMAN, Trustee trustee

Bargain & Sale Deed  
\*\\rlb\real\esta\carpenter, glenn\G&Db&deed

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT T 11248  
SALEM, OREGON

BRYANT, EMERSON & FITCH  
ATTORNEYS AT LAW  
888 WEST EVERGREEN AVENUE  
PO. BOX 457  
REDMOND, OREGON 97756-0103  
TELEPHONE (541) 548-2151  
FAX (541) 548-1895

STATE OF OREGON )  
 : ss.  
County of Deschutes )

August 21, 2002

Personally appeared the above-named GLENN RAE CARPENTER as trustee of the Betty J. Carpenter Revocable Living Trust and acknowledged the foregoing instrument to be his voluntary act and deed.



Before me: Linda Benham  
Notary Public for Oregon  
My Commission Expires: 12-10-04

STATE OF OREGON )  
 : ss.  
County of Deschutes )

August 27, 2002

Personally appeared the above-named DORIS DARLEEN MODDERMAN as trustee of the Betty J. Carpenter Revocable Living Trust and acknowledged the foregoing instrument to be her voluntary act and deed.



Before me: Joy I. Schacher  
Notary Public for Oregon  
My Commission Expires: 1-4-05

T 11248

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM OREGON

Bargain & Sale Deed

\*\rlb\realesta\carpenter,glenn\G&Bsddeed

BRYANT, EMERSON & FITCH

ATTORNEYS AT LAW

888 WEST EVERGREEN AVENUE  
P.O. BOX 457  
REDMOND, OREGON 97758-0103  
TELEPHONE (541) 548-2151  
FAX (541) 548-1895



08/23/2002 04:39:40 PM

D-D Cnt=1 Str=2 TRACY  
\$10.00 \$11.00 \$10.00 \$5.00

**AFTER RECORDING, RETURN TO:**

Bryant, Emerson & Fitch  
PO Box 457  
Redmond OR 97756

**MAIL TAX STATEMENTS TO:**

Glenn Rae Carpenter, Trustee  
PO Box 1239  
Sisters OR 97759

**BARGAIN AND SALE DEED**

PACIFIC STATES CLEARING COMPANY, a partnership consisting of GLENN CARPENTER and GLENN RAE CARPENTER, as trustee of THE BETTY J. CARPENTER REVOCABLE LIVING TRUST dated May 29, 1992, as to an undivided 4/7 interest, Grantor, grants, bargains, sells and conveys unto GLENN RAE CARPENTER as to an undivided 2/7 interest; and GLENN RAE CARPENTER as Trustee of THE BETTY J. CARPENTER REVOCABLE LIVING TRUST dated May 29, 1992 as to an undivided 2/7 interest as tenants in common, Grantees, all of their right, title and interest in the following described real property, situated in the County of Deschutes, State of Oregon, to-wit:

That portion of the SW1/4 of the SW1/4 of Section 3, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon, which lies East of the Easterly line of the Oregon Trunk Railway. EXCEPT the South 5 feet thereof.

Subject to an easement over and across the North 16 feet of said premises for an irrigation ditch for the delivery of irrigation water to the culvert under the railroad track for delivery of water to the premises West of the railroad track, including the right to enter upon said easement for the maintenance, operation and use of said irrigation ditch. TOGETHER WITH appurtenant water rights of 17 acres of COI water.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.930.

The true and actual consideration for this conveyance consists of or includes other property or value given or promised which is the whole of the consideration.

DATED this 21 day of August, 2002.

PACIFIC STATES CLEARING COMPANY

By: [Signature]  
GLENN CARPENTER, Partner

By: [Signature]  
GLENN RAE CARPENTER, Trustee of the  
Betty J. Carpenter Revocable Living Trust, Partner

T 11248

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

Bargain & Sale Deed

\*\rib\real\esta\carpenter, glenn\PacificStates\bs\deed

BRYANT, EMERSON & FITCH  
ATTORNEYS AT LAW  
888 WEST EVERGREEN AVENUE  
P.O. BOX 457  
REDMOND, OREGON 97756-0103  
TELEPHONE (541) 548-2151  
FAX (541) 548-1895

STATE OF OREGON )  
                              ) : ss.  
County of Deschutes )

August 21, 2002

Personally appeared the above-named GLENN CARPENTER as partner of Pacific States Clearing Company, and GLENN RAE CARPENTER, trustee of the Betty J. Carpenter Revocable Living Trust, partner of Pacific States Clearing Company, and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me: Linda Benham  
Notary Public for Oregon  
My Commission Expires: 12-10-04

T 11248

**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON  
BRYANT, EMERSON & FITCH

ATTORNEYS AT LAW

888 WEST EVERGREEN AVENUE  
P.O. BOX 457  
REDMOND, OREGON 97756-0103  
TELEPHONE (541) 548-2151  
FAX (541) 548-1885

**Bargain & Sale Deed**

\*\rib\real\esta\carpenter, glenn\PacificStatesbsdeed

STATUTORY BARGAIN & SALE DEED

Wanda L. Coshow, who took title as Wanda L. Howard, as Grantor, conveys to Glenn R. Carpenter, Grantee, the following described real property in Deschutes County, Oregon:

An undivided 1/7 interest of that portion of the Southwest 1/4 of the Southwest 1/4 of Section 3, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, which lies East of the Easterly line of the Oregon Trunk Railway. Except the South five feet thereof.

The true and actual consideration for the conveyance is \$80,944.29.

Send tax statements to: Glenn R. Carpenter, P.O. Box 1239 Sisters, OR 97759

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 22<sup>nd</sup> day of May, 2002.

Wanda L. Coshow  
Wanda L. Coshow

STATE OF OREGON )  
 ) ss.  
County of Crook )

Personally appeared the above named Wanda L. Coshow and acknowledged the foregoing instrument to be her voluntary act and deed, before me this 22<sup>nd</sup> day of May, 2002.

Julie L. Nash  
Notary Public for Oregon  
My Commission Expires: 1-16-2004



T 11248

DESCHUTES COUNTY OFFICIAL RECORDS  
MARY SUE PENHOLLOW, COUNTY CLERK  
2002-32413  
\$31.00  
06/14/2002 01:56:50 PM  
D-D Cnt=1 Str=2 SHIRLEY  
\$5.00 \$11.00 \$10.00 \$5.00

RECEIVED  
MAY 16 2002  
WATER RESOURCES DEPT  
SALEM, OREGON

G:\WP61\NANCY\REAL\EST\A\COSHOW\B&S

1 - Statutory Bargain & Sale Deed

✓ After Recording Return To:  
Glenn R. Carpenter  
P.O. Box 1239, Sisters, OR 97759

**MEMORANDUM OF TRUST:**

BE IT KNOWN THAT I, Betty J. Carpenter, executed the Betty J. Carpenter Revocable Living Trust Agreement, on the 29 day of May, 1992, naming myself as trustee and beneficiary. I, Betty J. Carpenter have, by this memorandum, transferred the property below into the trust. My right of revocation is unrestricted and includes the right of amendment and the right to withdraw assets. Additionally, I specifically reserve the right to occupy and use my residence as my principal home, rent free and remain responsible for the taxes and assessments thereon, and to transfer our real property within the meaning of 12 U.S.C. § 1701j-3(d). I declare that all Property will be held in the name of Betty J. Carpenter, or in my name, as Trustee of the Betty J. Carpenter Revocable Living Trust, as I may choose on an item by item basis.

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON )  
COUNTY OF DESCHUTES ) SS.

MARY SUE PEHOLLOW, COUNTY CLERK AND RECORDER OF CONVEYANCES, IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECORDED THIS DATE:

92 JUN -3 PM 3:17

MARY SUE PEHOLLOW  
COUNTY CLERK

DEPUTY  
BY: *J. Wallace*  
NO. 92-17794 FEE \$3.00  
DISCHUTES COUNTY OFFICIAL RECORDS

**QUITCLAIM DEED and BILL OF SALE:**

I, Betty J. Carpenter, do hereby SELL, TRANSFER, AND ASSIGN, for love and affection, all right, title, and interest, which I now have in my vehicles, furnishings, personal effects, and ALL PERSONAL PROPERTY (including any promissory notes, securities, stocks, contracts, deeds of trust, negotiable instruments or commercial paper, checking, savings and all other bank accounts, etc.) which I now own, or which I may own in the future, or may be entitled and, likewise RELEASE AND QUITCLAIM, FOR LOVE AND AFFECTION, all right, title, and interest to ALL REAL PROPERTY, which I now own, or which I may own in the future, or may be entitled, TO: Betty J. Carpenter, as Trustee and to Glenn Rae Carpenter and Doris Darleen Modderman, as Successor Trustees of The Betty J. Carpenter Revocable Living Trust, dated 29 day of May, 1992. Said legal descriptions to said Real Property are set out within the attached copies of Deeds, and said legal descriptions found therein, and other such information contained therein which aids in identifying subject property, are incorporated herein by reference as though fully set out below. Tax statements are to continue to be sent to the address on the current tax rolls until a change is requested. I further give special power of attorney to the Trustee to execute title transfers as may be required.

**STOCK POWER:**

I, Betty J. Carpenter, specifically hereby transfer all stock and other securities to the Trustee of the Betty J. Carpenter Revocable Living Trust and further WAIVE liability CLAIMS AGAINST all third parties including, TRANSFER AGENTS who, in good faith, rely upon this Memorandum of Trust and Deed when transferring record ownership of our individual, joint, or other property interest to the Trustee of this Trust or following the written instructions of the Trustees and Successor Trustees herein.

True consideration for assignment and conveyance is \$0.00 (zero dollar).

In witness whereof, I have set my hand this 29 day of May, 1992.

STATE OF OREGON  
: ss.

*Betty J. Carpenter*  
Betty J. Carpenter, GRANTOR

SS#: 544-16-5925

County of Deschutes

On this 29 day of May, in the year of 1992, before me, personally appeared Betty J. Carpenter, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to this instrument, consisting of SEVEN pages, and acknowledged that she executed it.

WITNESS my hand and official seal.

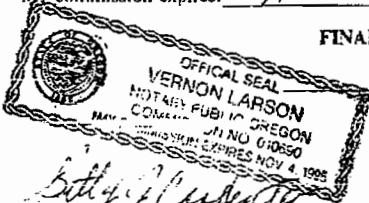
ACKNOWLEDGMENT OF DELIVERY AND POSSESSION OF TITLE:

Notary Public for Oregon  
My commission expires: 11-4-95

*Betty J. Carpenter*  
Betty J. Carpenter, TRUSTEE

SS#: 544-16-5925

**FINANCIAL INSTITUTION SIGNATURE GUARANTEE**



*Betty J. Carpenter*  
2633 SW Obsidian #8  
Redmond, OR 97756

T 11248

Memorandum of Trust, Quitclaim Deed and Stock Power

**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON



CENTRAL OREGON IRRIGATION DISTRICT  
2598 North Highway 97  
Redmond, OR 97756

**QUITCLAIM DEED**

**FOR TRANSFER OF INTEREST IN A WATER RIGHT**

Grantors, Thomas C. & Mary K. Touchon, releases and quitclaims to Central Oregon Irrigation District all rights, title and interest in the following: By this agreement and signed transfer application form, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 2.0 acres of Central Oregon Irrigation District water rights that are appurtenant to the lands listed in Exhibit A; to Central Oregon Irrigation District. Central Oregon Irrigation District is in the process of completing the transfer application and will submit it to the Water Resources Department for approval of use of the water right at a new location and/or use. Central Oregon Irrigation District may attach this agreement to the Oregon Water Resources Department's lease form and file with the District's Water Right Lease Agreement.

By entry of this deed, grantor hereby notifies any subsequent purchaser of the lands listed in Exhibit A, that grantor, as owner of the subject land, approved the transfer (including a change in the place and type of use and point of diversion) of the water rights that are appurtenant to the subject land; and that upon completion of a transfer, by election of COID, the subject land no longer will have an appurtenant water right, if the transfer includes a change in the place of use.

Furthermore, upon signing of this agreement and the accompanying transfer application, shall no longer be liable for any district assessment or charges pertaining to the 2.0 acres of water right incurred after the date of signing. The water right in question is further described as a portion of certificate # 76358, priority of 1900 and 1907, located: ( 15-13-30 00 01408 ) This agreement is binding upon the heirs, executors, administrators, successors, and permitted assigns of the parties to this agreement.

Consideration for this Quitclaim is : Water rights were previously purchased by Jim Gardner, The Canyons Land & Cattle Co.

Grantors:

Thomas C. Touchon Date 8-13-02  
Thomas C. Touchon

Mary K. Touchon Date 8-13-02  
Mary K. Touchon

T 11248

State of Oregon  
County of Deschutes

**RECEIVED**

MAY 16 2002

Personally appeared the above named and acknowledged the forgoing instrument to be their voluntary act and deed.

WATER RESOURCES DEPT  
SALEM, OREGON



Tammy Sailors  
My commission expires 8-29-2005

MAIL TAX STATEMENT TO: No Change

After Recording return to:  
Central Oregon Irrigation District  
2598 North Highway  
Redmond, OR 97756

DESCHUTES COUNTY OFFICIAL RECORDS  
MARY SUE PENHOLLOW, COUNTY CLERK

2002-45498



\$36.00

08/21/2002 04:38:36 PM

D-D Cntml Strm2 TRACY  
\$10.00 \$11.00 \$10.00 \$5.00

# EXHIBIT A

Description of a parcel of land situated in a portion of the NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 30, TOWNSHIP 15 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, and now to be more particularly described as follows:

Commencing at a 3/4" pipe at the W $\frac{1}{4}$  corner of Section 30, TOWNSHIP 15 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, the INITIAL POINT; thence South 89° 48' 56" East along the North line of the S $\frac{1}{2}$  of said Section 30 - 1322.80 feet to the C-W 1/16 corner; thence South 89° 48' 56" East along the North line of the NE $\frac{1}{4}$  SW $\frac{1}{4}$  of said Section 30 - 262.69 feet to a point on centerline of Lateral B, and the POINT OF BEGINNING; thence South 89° 48' 56" East along the North line of said NE $\frac{1}{4}$  SW $\frac{1}{4}$  - 610.54 feet; thence South 1° 47' 22" West - 457.64 feet to a point on the centerline of a 30 foot access easement; thence North 80° 33' 01" West along said centerline - 446.05 feet to a point on the centerline of said Lateral B; thence North 25° 34' 38" West along the centerline of said Lateral B - 428.10 feet to the POINT OF BEGINNING.

T 11248

**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

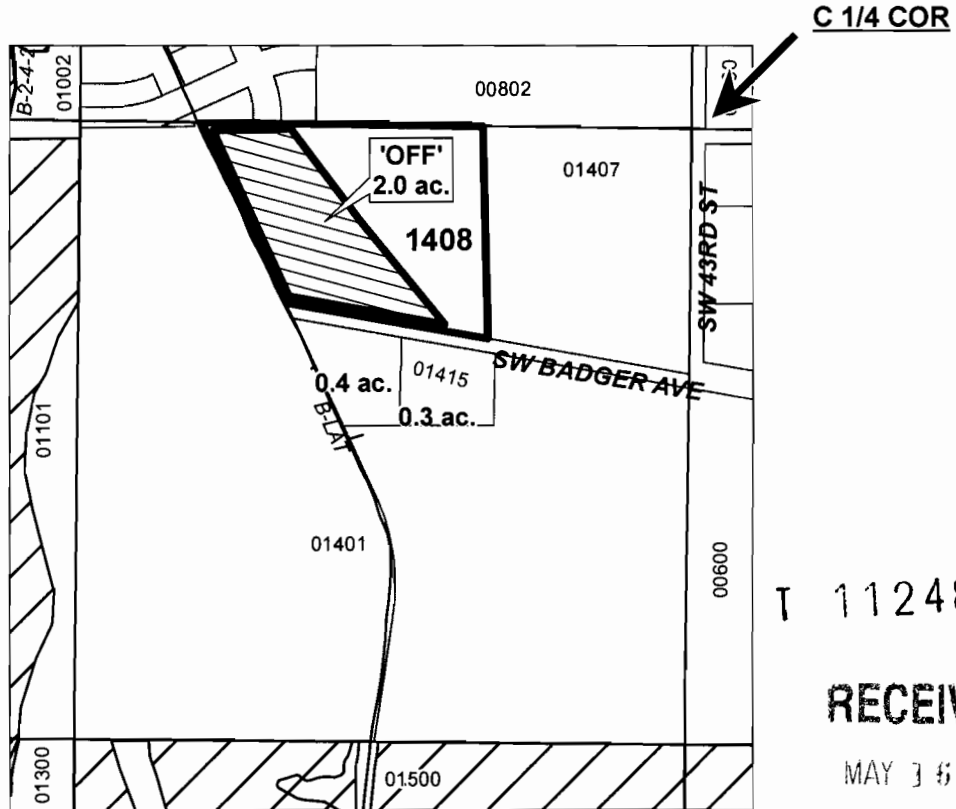
DESCHUTES COUNTY  
SEC.30 T15S R13E

SCALE - 1" = 400'



NE 1/4 OF THE SW 1/4

DISTRICT INTERNAL  
NOTICE #: E-2010-004



T 11248

RECEIVED

MAY 3 6 2011

WATER RESOURCES DEPT  
SALEM, OREGON

	EXISTING WATER RIGHTS
	PARCELS W/ WATER RIGHTS
	OFF LANDS

"OFF" MAP



APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 1408

2.0 ACRES

DATE: 04-05-11

FILE: E:\TRANSFER\WRTRANS11\CANCEL\DRCE-2010-004\151330\_1408



# First American Title Insurance Company of Oregon

An assumed business name of TITLE INSURANCE COMPANY OF OREGON

## DESCHUTES DIVISION

141 N.W. Greenwood, P. O. Box 323, Bend OR 97709

Phone: (541)382-4201

Title Fax: (541)385-9932

Escrow Fax: (541)389-5431

July 16, 2002

CENTRAL OREGON IRRIGATION DISTRICT  
ATTN TAMMY  
2598 N HIGHWAY 97  
REDMOND OR 97756

Re: Order No. 171086

Fee: \$150.00

### WATER RIGHTS TRANSFER REPORT

We hereby certify that we have searched our Tract Indices as to the following described property:

Description of a parcel of land situated in a portion of the NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 30, TOWNSHIP 15 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, and now to be more particularly described as follows:

Commencing at a 3/4" pipe at the W $\frac{1}{4}$  corner of Section 30, TOWNSHIP 15 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, the INITIAL POINT; thence South 89° 48' 56" East along the North line of the S $\frac{1}{2}$  of said Section 30 - 1322.80 feet to the C-W 1/16 corner; thence South 89° 48' 56" East along the North line of the NE $\frac{1}{4}$  SW $\frac{1}{4}$  of said Section 30 - 262.69 feet to a point on centerline of Lateral B, and the POINT OF BEGINNING; thence South 89° 48' 56" East along the North line of said NE $\frac{1}{4}$  SW $\frac{1}{4}$  - 610.54 feet; thence South 1° 47' 22" West - 457.64 feet to a point on the centerline of a 30 foot access easement; thence North 80° 33' 01" West along said centerline - 446.05 feet to a point on the centerline of said Lateral B; thence North 25° 34' 38" West along the centerline of said Lateral B - 428.10 feet to the POINT OF BEGINNING.

And as of July 5, 2002 at 8:00 A.M.

We find that the last deed of record runs to:

THOMAS C. TOUCHON and MARY K. TOUCHON  
as tenants by the entirety

**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

We also find the following apparent encumbrances appearing of record within ten years prior to the date of this search:

NOTE: Taxes assessed under Serial No. 130270  
Account No. : 2-004 15 13 30 00 01408  
2001-2002 Taxes : \$2,446.93, PAID IN FULL.

T 11248

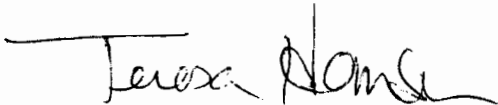
1. 2002-2003 Taxes, a lien as of July 1, 2002, but not yet payable.

- 2. The premises described herein fall within the boundaries of Central Oregon Irrigation District and are subject to rules and regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals thereof.
  
- 3. Trust Deed, including the terms and provisions thereof, given to secure an indebtedness of \$45,000.00
  - Dated : March 29, 1993
  - Recorded : April 5, 1993 in Book 294 Page 1769
  - Grantor : Thomas C. Touchon and Mary K. Touchon, husband and wife
  - Trustee : Bend Title
  - Beneficiary : Western Bank, an Oregon banking corporation
  
- 4. Trust Deed, including the terms and provisions thereof, given to secure an indebtedness of a line of credit up to \$50,000.00
  - Dated : May 16, 2000
  - Recorded : May 22, 2000 in Book 2000 Page 20058
  - Grantor : Thomas C. Touchon and Mary K. Touchon, husband and wife, as tenants by the entirety
  - Trustee : First American Title
  - Beneficiary : Washington Mutual Bank dba Western Bank

We have also searched our General Index for judgments and State and Federal Tax Liens against the above named grantee and find the following: NONE.

This report is made for the purpose herein specified and for this reason liability hereunder is expressly limited to the sum paid therefore.

FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON



TERESA HANSEN  
Assistant Title Manager  
Bend Office  
email: tehansen@firstam.com

TH:maw

**RECEIVED**  
MAY 16 2011  
WATER RESOURCES DEPT  
SALEM, OREGON

T 11248

## LEGAL DESCRIPTION

Description of a parcel of land situated in a portion of the NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 30, TOWNSHIP 15 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, and now to be more particularly described as follows:

Commencing at a 3/4" pipe at the W $\frac{1}{4}$  corner of Section 30, TOWNSHIP 15 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, the INITIAL POINT; thence South 89° 48' 56" East along the North line of the S $\frac{1}{2}$  of said Section 30 - 1322.80 feet to the C-W 1/16 corner; thence South 89° 48' 56" East along the North line of the NE $\frac{1}{4}$  SW $\frac{1}{4}$  of said Section 30 - 262.69 feet to a point on centerline of Lateral B, and the POINT OF BEGINNING; thence South 89° 48' 56" East along the North line of said NE $\frac{1}{4}$  SW $\frac{1}{4}$  - 610.54 feet; thence South 1° 47' 22" West - 457.64 feet to a point on the centerline of a 30 foot access easement; thence North 80° 33' 01" West along said centerline - 446.05 feet to a point on the centerline of said Lateral B; thence North 25° 34' 38" West along the centerline of said Lateral B - 428.10 feet to the POINT OF BEGINNING.

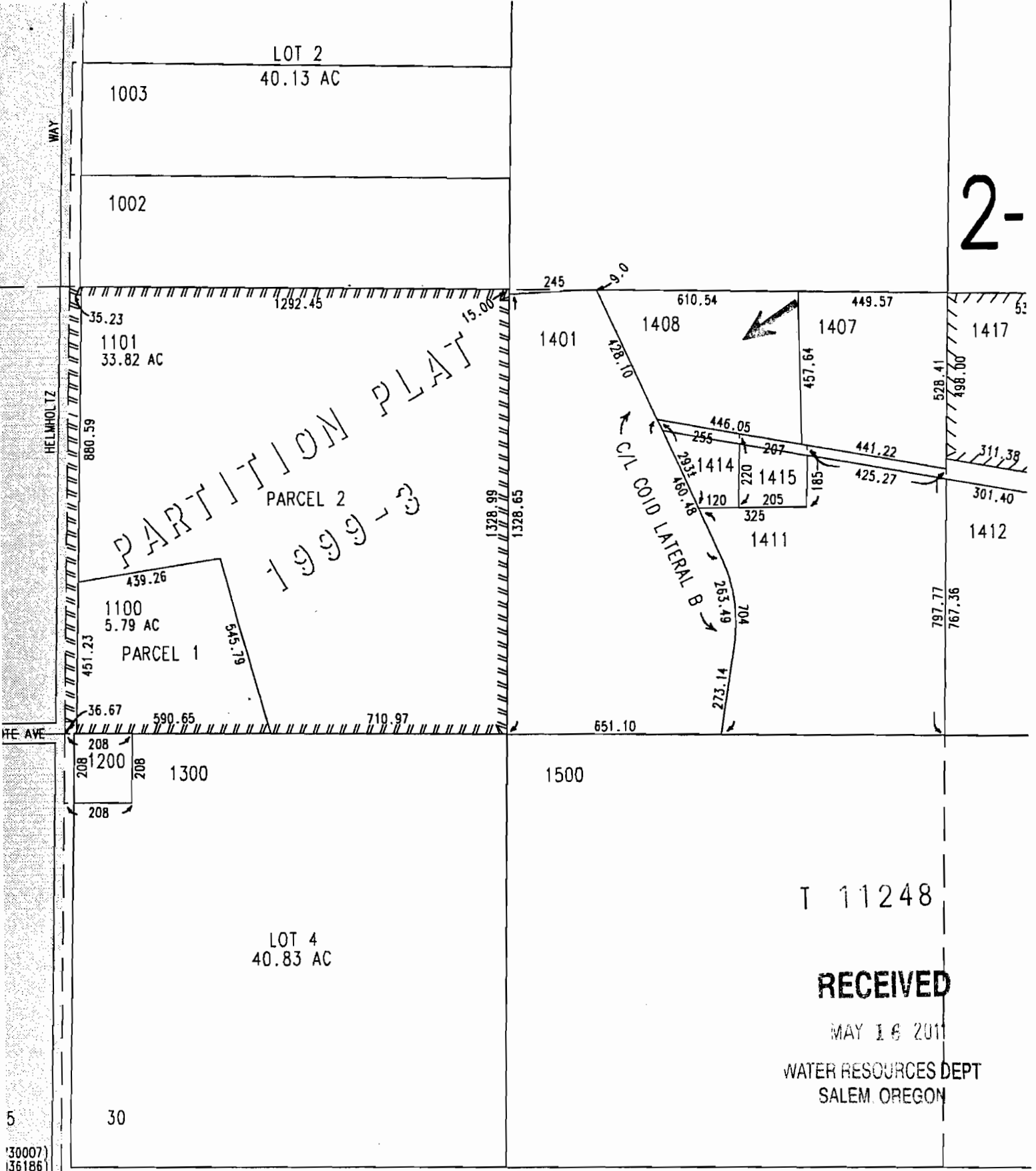
**RECEIVED**

MAY 10 2011

WATER RESOURCES DEPT  
SALEM, OREGON

T 11248

2-



T 11248

**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

THIS MAP IS PROVIDED AS A COURTESY  
 BY FIRST AMERICAN TITLE INSURANCE  
 COMPANY OF OREGON TO ASSIST IN  
 LOCATING SAID PREMISES AND THE  
 COMPANY ASSUMES NO LIABILITY FOR  
 ITS ACCURACY OR FOR MATTERS THAT  
 MAY BE DISCLOSED BY A SURVEY.

DAVID P. LANTZ and BARBARA A. LANTZ, his wife, Grantor, conveys and warrants to THOMAS C. TOUCHON and MARY K. TOUCHON, his wife, Grantees, their interest in the following described real property, free of encumbrances except as specifically set forth herein:

Description of a parcel of land situated in a portion of the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, and now to be more particularly described as follows:

Commencing at a 3/4" pipe at the West 1/4 corner of Section 30, Township 15 South, Range 13 East, Willamette Meridian, the INITIAL POINT; thence South 89° 48' 56" East along the North line of the South 1/2 of said Section 30 - 1322.80 feet to the C-W 1/16 corner; thence South 89° 48' 56" East along the North line of the Northeast 1/4 of the Southwest 1/4 of said Section 30 - 262.69 feet to a point on centerline of Lateral B, and the POINT OF BEGINNING; thence South 89° 48' 56" East along the North line of said Northeast 1/4 of the Southwest 1/4 - 610.54 feet; thence South 1° 47' 22" West - 457.64 feet to a point on the centerline of a 30 foot access easement; thence North 25° 33' 01" West along said centerline - 446.05 feet to a point on the centerline of said Lateral B; thence North 25° 34' 38" West along the centerline of said Lateral B - 428.10 feet to the POINT OF BEGINNING.

Same containing 5.00 gross land acres, together with 2 C.O.I.D. Water Right Acres appurtenant thereon, subject to all existing easements and rights of way over and across the above described parcel of land, noting a 20 foot by 20 foot easement for a well, the center of which is North 1° 47' 22" West - 55 feet from the Southeast corner of said parcel.

The true and actual consideration for this conveyance is \$14,000.00.

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

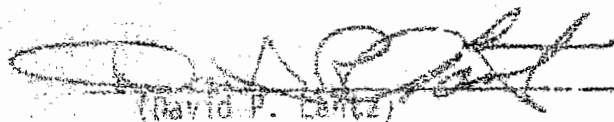
Thomas C. Touchon  
1940 E. St.  
Terrebonne, OR 97760

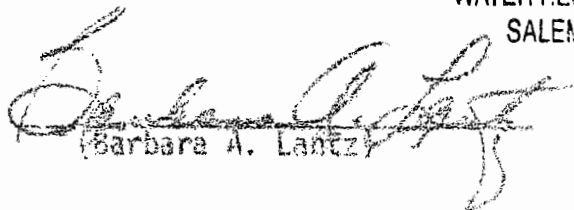
RECEIVED

MAY 16 2011

Dated this 14th day of November, 1978.

WATER RESOURCES DEPT  
SALEM, OREGON

  
(David P. Lantz)

  
(Barbara A. Lantz)



STATE OF OREGON  
COUNTY OF DESCHUTES

On this 12th day of May, 1911, I, the undersigned

Notary Public for the State of Oregon, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

Notary Public for the State of Oregon



15182

STATE OF OREGON

County of Deschutes

I hereby certify that the within is a true and correct copy of the original as the same appears in my records.

the 24th day of May 1911

at Joseph, Oregon

in Book 238 on Page 132

*[Signature]*

ROSEMARY WATSON, Notary Public

RECEIVED

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

*[Handwritten notes and signatures]*

072 97725

DESCHUTES COUNTY OFFICIAL RECORDS  
MARY SUE PENHOLLOW, COUNTY CLERK

2002-51984



\$31.00

00099464200200519840020029

09/23/2002 10:55:17 AM

D-D Cnt=1 Stn=2 PAM

\$5.00 \$11.00 \$10.00 \$5.00

# DESCHUTES COUNTY CLERK

## CERTIFICATE PAGE



**This page must be included  
if document is re-recorded.  
Do Not remove from original document.**

T 11248

**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM OREGON

**QUITCLAIM DEED  
FOR TRANSFER OF INTEREST IN A WATER RIGHT**

Grantors, Copper Ridge, LLC, releases and quitclaims to Central Oregon Irrigation District all rights, title and interest in the following: By this agreement and signed transfer application form, Grantor, the owner of the lands listed below, release their claim and responsibility for 2.47 acres of Central Oregon Irrigation District water rights that are appurtenant to the lands listed below; to Central Oregon Irrigation District. Central Oregon Irrigation District is in the process of completing the transfer application and will submit it to the Water Resources Department for approval of use of the water right at a new location and/or use. Central Oregon Irrigation District may attach this agreement to the Oregon Water Resources Department's lease form and file with the District's Water Right Lease Agreement.

TRACT A of COPPER RIDGE, PHASE 1, City of Redmond, Deschutes County, Oregon.  
EXCEPTING THEREFROM that portion platted as COPPER RIDGE, PHASES 2, 3 AND 4, Deschutes County, Oregon.

By entry of this deed, grantor hereby notifies any subsequent purchaser of the lands listed above that grantor, as owner of the subject land, approved the transfer (including a change in the place and type of use and point of diversion) of the water rights that are appurtenant to the subject land; and that upon completion of a transfer, by election of COID, the subject land no longer will have an appurtenant water right, if the transfer includes a change in the place of use.

Furthermore, upon signing of this agreement and the accompanying transfer application, Copper Ridge, LLC shall no longer be liable for any district assessment or charges pertaining to the 2.47 acres of water right incurred after the date of signing. The water right in question is further described as a portion of certificate # 76358, priority of 1900 and 1907, located: ( 15-13-19 AD 00201 ) This agreement is binding upon the heirs, executors, administrators, successors, and permitted assigns of the parties to this agreement.

SE 11  
Consideration for this Quitclaim is : Water rights were previously purchased by Jim Gardner, The Canyons Land & Cattle Co..  
Grantor:

R. Erich Grosse Date 9-11-02  
Member ~~XXXX~~ R. Erich Grosse, Manager

State of California  
County of San Diego

This instrument was acknowledged before me on September 11th, 2002 by R. Erich Grosse  
as ~~XXXX~~ of Copper Ridge, LLC.  
Manager

Joan E. Hendrick  
Joan E. Hendrick  
My commission expires April 20, 2006

**RECEIVED**  
MAY 16 2011

MAIL TAX STATEMENT TO: No Change

For Recording return to:  
Central Oregon Irrigation District  
2598 North Highway  
Redmond, OR 97756



WATER RESOURCES DEPT  
SALEM, OREGON

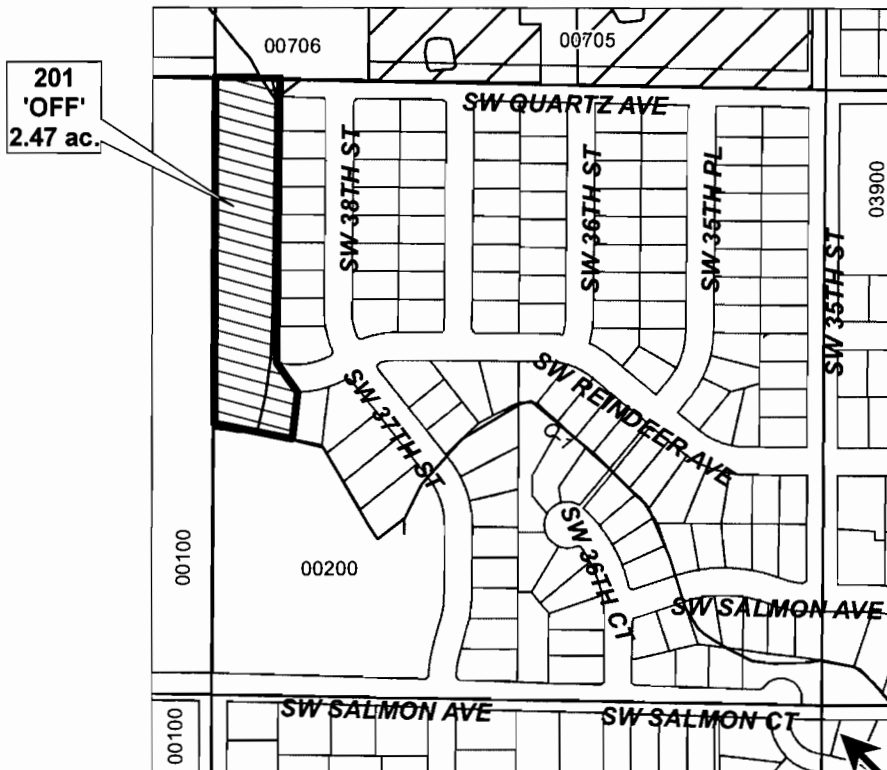
# DESCHUTES COUNTY SEC.19 T15S R13E

SCALE - 1" = 400'



SE 1/4 OF THE NE 1/4

DISTRICT INTERNAL  
NOTICE #: E-2010-004



**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

**E 1/4 COR**

T 11248

"OFF" MAP

	EXISTING WATER RIGHTS
	OFF LANDS



**APPLICATION FOR PERMANENT INSTREAM TRANSFER**  
**NAME: DESCHUTES RIVER CONSERVANCY**

**TAXLOT #: 201**

**2.47 ACRES**

DATE: 04-05-11

FILE: E:\TRANSFER\WRTRANS11\CANCEL\DRCE-2010-004\151319\_2\_1



# First American Title Insurance Company of Oregon

An assumed business name of TITLE INSURANCE COMPANY OF OREGON

## DESCHUTES DIVISION

141 N.W. Greenwood, P. O. Box 323, Bend OR 97709

Phone: (541)382-4201

Title Fax: (541)385-9932

Escrow Fax: (541)389-5431

July 17, 2002

CENTRAL OREGON IRRIGATION DISTRICT  
ATTN TAMMY  
2598 N HIGHWAY 97  
REDMOND OR 97756

Re: Order No. 171093-TH

Fee: \$150.00

### WATER RIGHTS TRANSFER REPORT

We hereby certify that we have searched our Tract Indices as to the following described property:

TRACT A of COPPER RIDGE, PHASE 1, City of Redmond, Deschutes County, Oregon.

EXCEPTING THEREFROM that portion platted as COPPER RIDGE, PHASES 2, 3 AND 4, Deschutes County, Oregon.

And as of July 8, 2002 at 8:00 A.M.

We find that the last deed of record runs to:

COPPER RIDGE, LLC

We also find the following apparent encumbrances appearing of record within ten years prior to the date of this search:

NOTE: Taxes assessed under Serial No. 196958  
Account No. : 2-001 15 13 19 AD 00201  
2001-2002 Taxes : \$1,461.12, PAID IN FULL.

**RECEIVED**

MAY 16 2011

WATER RESOURCES DEPT  
SALEM, OREGON

1. 2002-2003 Taxes, a lien as of July 1, 2002, but not yet payable.
2. Redmond City Liens, if any. NOTE: At your request, an inquiry will be directed to the City Clerk and subsequent advice will follow concerning the actual status of such liens.
3. The premises described herein fall within the boundaries of Central Oregon Irrigation District and are subject to rules and regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals thereof.

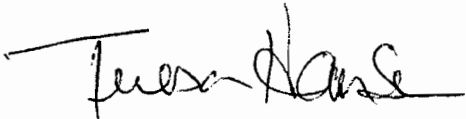
T 11248

- 4. Easements as set forth on the official plat.
- 5. Covenants, conditions and restrictions as shown on the recorded Plat, as follows:  
Any recreational vehicle parking within this subdivision shall be located at the rear of the Lot and screened from view from adjacent properties and streets.
- 6. Personal Guarantee Improvement Agreement, including the terms and provisions thereof,  
Dated : January 12, 1999  
Recorded : January 15, 1999 in Book 1999 Page 1993  
By and Between : the City of Redmond, a Municipal corporation and Copper Ridge, LLC
- 7. Covenants, conditions and restrictions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), imposed by instrument, including the terms and provisions thereof,  
Recorded : February 16, 2000 in Book 2000 Page 5999

We have also searched our General Index for judgments and State and Federal Tax Liens against the above named grantee and find the following: NONE.

This report is made for the purpose herein specified and for this reason liability hereunder is expressly limited to the sum paid therefore.

FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON



TERESA HANSEN  
Assistant Title Manager  
Bend Office  
email: tehansen@firstam.com

TH:maw

**RECEIVED**  
MAY 17 2011  
WATER RESOURCES DEPT  
SALEM, OREGON

T 11248

**LEGAL DESCRIPTION**

TRACT A of COPPER RIDGE, PHASE 1, City of Redmond, Deschutes County, Oregon.

EXCEPTING THEREFROM that portion platted as COPPER RIDGE, PHASES 2, 3 AND 4,  
Deschutes County, Oregon.

**RECEIVED**

MAY 16 2002

WATER RESOURCES DEPT  
SALEM, OREGON

T 11248

1/16 COR

201  
2.47 AC

A PORTION  
OF TRACT A

200  
5.25 AC

**RECEIVED**

MAY 14 2011

WATER RESOURCES DEPT  
SALEM, OREGON

THIS MAP IS PROVIDED AS A COURTESY  
BY FIRST AMERICAN TITLE INSURANCE  
COMPANY OF OREGON TO ASSIST IN  
LOCATING SAID PREMISES AND THE  
COMPANY ASSUMES NO LIABILITY FOR  
ITS ACCURACY OR FOR MATTERS THAT  
MAY BE DISCLOSED BY A SURVEY.

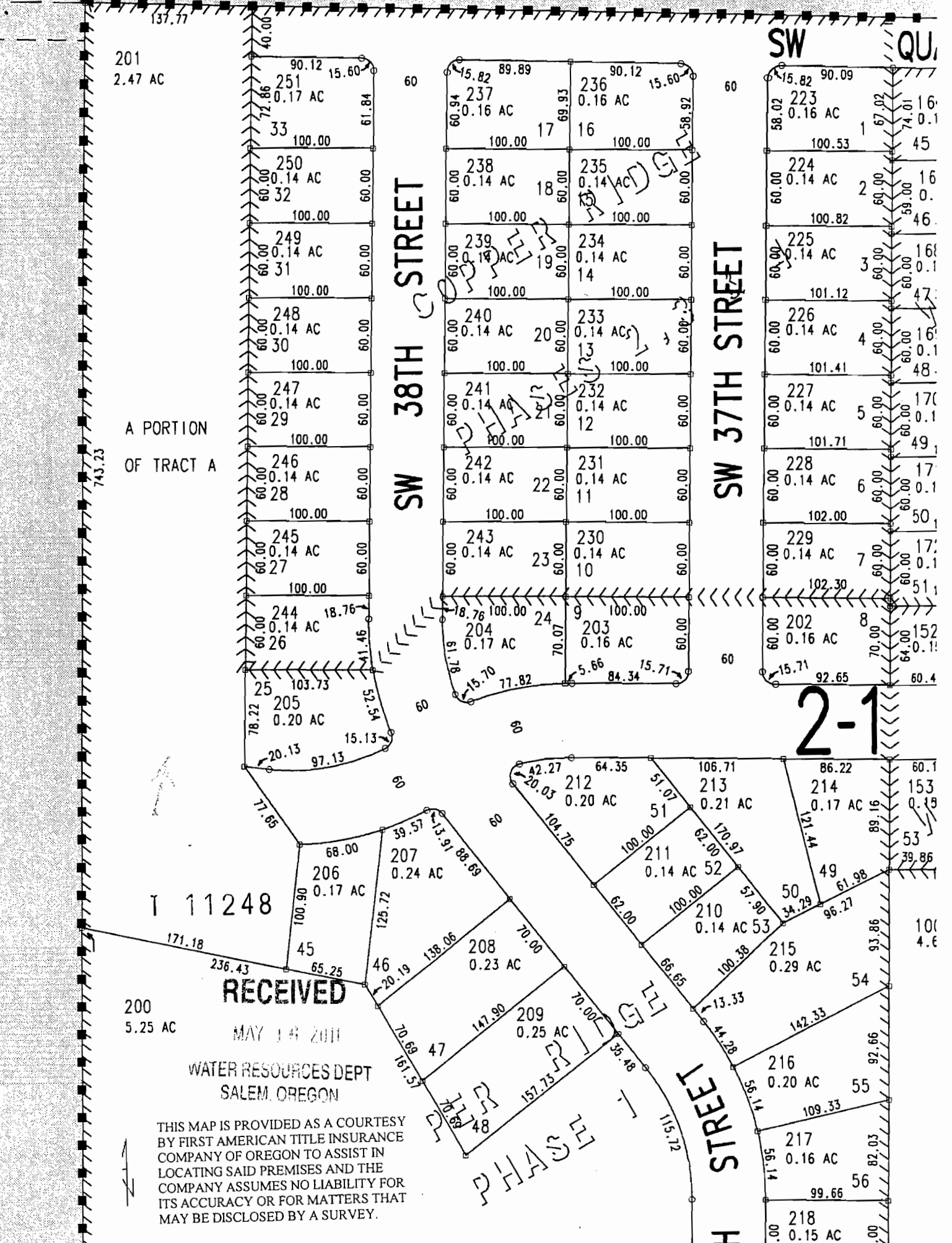
SW 38TH STREET

SW 37TH STREET

SW QU

2-1

SEE MAP ID 13 19







After recording return to:  
COPPER RIDGE, LLC  
5850 AVENIDA ENCINAS, STE A  
CARLSBAD, CA 92008

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

COPPER RIDGE, LLC  
5850 AVENIDA ENCINAS, STE A  
CARLSBAD, CA 92008

Escrow No. RD041266CZ  
 Title No. none

DESCHUTES COUNTY OFFICIAL RECORDS  
 MARY SUE PENHOLLOW, COUNTY CLERK

2002-02604



\$31.00

00041295200200020040010013

01/15/2002 12:29:57 PM

D-D Cnt=1 Str=2 TRACY  
 \$5.00 \$11.00 \$10.00 \$5.00

Recorded by AmeriTitle as an accommodation only. No liability is accepted for the condition of title or for the validity, sufficiency, or effect of this document.

**STATUTORY WARRANTY DEED**

GEORGE E. KINYON and THELMA A. KINYON, as tenants by the entirety, Grantor(s) hereby grant, bargain, sell, warrant and convey to: COPPER RIDGE, LLC, Grantee(s) and grantee's heirs, successors and assigns the following described real property, free of encumbrances except as specifically set forth herein in the County of DESCHUTES and State of Oregon, to wit:

Tract A, COPPER RIDGE-PHASE 1, Deschutes County, Oregon. EXCEPTING THEREFROM COPPER RIDGE-PHASES 2, 3 & 4, Deschutes County, Oregon, ALSO EXCEPTING SW 38th Street and SW 37th Street and SW Quartz Avenue, City of Redmond, Deschutes County, Oregon.

SERIAL NO. 196958                      151319 AD 00201

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

The true and actual consideration for this conveyance is \$ 150,000.00, pursuant to an IRC Section 1031 Tax Deferred Exchange on behalf of the Grantor. Dated this 11th day of January, 2002.

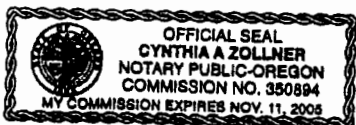
George E. Kinyon  
 GEORGE E. KINYON  
Thelma A. Kinyon  
 THELMA A. KINYON

State of Oregon  
 County of DESCHUTES

This instrument was acknowledged before me on January 11, 2002 by GEORGE E. KINYON AND THELMA A. KINYON.

Cynthia A. Zollner  
 (Notary Public for Oregon)

My commission expires 11/11/05



RECEIVED

MAY 13 2002

WATER RESOURCES DEPT  
 SALEM, OREGON

T 11248

After recording, return to  
 AmeriTitle  
 15 OREGON AVENUE, BEND