



State of Oregon  
Water Resources Department  
725 Summer Street NE, Suite A  
Salem, Oregon 97301-1266  
(503) 986-0900

# Application for Instream Lease Pooled Lease Form

A summary of review criteria and procedures that are generally applicable to these applications is available at [www.wrd.state.or.us/OWRD/PUBS/forms.shtml](http://www.wrd.state.or.us/OWRD/PUBS/forms.shtml).

Pursuant to ORS 537.348(2) and OAR 690-077

Optional Identification by Lessor/Lessee: \_\_\_\_\_  
Lease Application Number (assigned by WRD): IL-1224

The water right to be leased is located in Deschutes County.

This Lease is between:

**Lessor #2: Irrigation District or Other Water Purveyor**

Name Arnold Irrigation District  
Mailing address 19604 Buck Canyon Rd  
City, State, Zip Code Bend, OR 97702  
Telephone number 541-382-7664  
E-mail address\*\* aidist@bendbroadband.com

**Lessee (if different than Oregon Water Resources Department):**

Name Deschutes River Conservancy (DRC)  
Mailing address PO Box 1560  
City, State, Zip Code Bend, OR 97709  
Telephone number 541-382-4077

E-mail address\*\* gen@deschutesriver.org

\*\*BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.

**Trustee:**

Oregon Water Resources Department  
725 Summer Street NE, Suite A  
Salem, OR 97301-1266  
(503) 986-0900

### ~I~ Water Right Holder and Water Right Information

1.2 Lessor #2 is the (Check one):

- Official representative of Arnold Irrigation District, the irrigation district, which conveys water to the subject water rights.
- Another party with an interest in the subject water rights representing \_\_\_\_\_.
- Not applicable.

- 1.3 For the water right(s) being leased, list all water rights appurtenant to the same lands. Indicate if there are any supplemental or overlying rights.

Certificate No(s). 74197 & 76714 Supp

- 1.4 Are some or all of the lands being leased part of a Conservation Reserve Enhancement Program.  Yes  No or other Federal Program: \_\_\_\_\_

1.5 **Water Rights Proposed to be Leased Instream.**

The first right to be leased identified in Section 1.3 is further described as follows:

Certificate No.: 74197

(If you need to enter another leased right, please use the additional water right form for pooled instream lease.)

Priority date: 2/5/1905 & 4/25/1905 Type of use: IRRIG

Legal Season of Use: April 1 through October 31

If an irrigation right, total number of acres to be leased: 82.00

Total acre-feet of storage to be leased, if applicable: n/a

Maximum rate associated with subject water rights (cfs) being leased: \_\_\_\_\_

If there is more than one rate associated with a water right, describe below:

Season 1 (cfs) 0.468 (2/5/1905), 1.140 (4/25/1905) Time period: 4/1-4/30, 10/1-10/31

Season 2 (cfs) 0.468 (2/5/1905), 1.635 (4/25/1905) Time period: 4/1-4/30, 10/1-10/31

Season 3 (cfs) 0.468 (2/5/1905), 2.338 (4/25/1905) Time period: 4/1-4/30, 10/1-10/31

Maximum duty associated with subject water rights (ac-ft): 1,264.44 ac-ft

Conditions or other limitations, if any: \_\_\_\_\_

**~II~ Instream Water Right Information**

- 2.1 **Public use.** This lease will increase streamflows that will benefit:
- Conservation, maintenance and enhancement of aquatic and fish life, wildlife, and fish and wildlife habitat
  - Pollution abatement
  - Recreation and scenic attraction

2.2 **Instream use created by lease for the water right described in Section 1.5.**

In the Deschutes River  
Tributary to Columbia River in the Columbia  
Basin.

Instream volume in acre-feet (may be up to the same as the duty identified in Sec 1.5): 351.44

Instream rate in cfs (may be up to the same as the rate identified in Sec 1.5): 0.164 (2/5/1905), 0.399 (4/25/1905)

(If more than one rate, describe the rate associated with each time period or instream reach.)

Rate in CFS: 0.164 (2/5/1905), 0.572 (4/25/1905)

Rate in CFS: 0.164 (2/5/1905), 0.818 (4/25/1905)

(If not certain of the instream rate or volume, please contact the Department for more information on how to fill out this section of the application).

- Instream use protected at the point of diversion (POD).  
 Or within a proposed reach.

Describe the proposed reach (an instream reach generally begins at the POD and generally ends at the mouth of the source creek/river). If possible list the reach by river mile): Arnold Canal; NESW, Sect 27, T 18 S, R 11 E, WM; 2800' South and 3740' West from the NE corner of Section 27 to Lake Billy Chinook and on to the mouth of the Deschutes River at RM 0.

Please check this box if you are not sure of the proposed reach and want water to be protected within a reach below the POD, if possible.

(If no reach is identified or the above box is not checked, and there is only one POD listed on the certificate, the lease may be processed to be protected at the POD.)

If the POD is not described on the Certificate or if there is more than one POD listed on the certificate, then the specific POD must be described: \_\_\_\_\_

**Conditions to prevent injury, if any (use this section to indicate a more restrictive period of use than allowed by the water right):**

- None  
 The instream flow will be allocated on a daily average basis up to the described rate from \_\_\_\_\_ through \_\_\_\_\_.  
 Other (describe): \_\_\_\_\_

(Note: The Department may identify additional conditions to prevent injury and/or enlargement.)

**2.3 Term of lease.** This lease shall terminate on October 31, 2012.

**2.4 Flow protection.** The Trustee will regulate use of water from the source, subject to prior appropriation and the agency enforcement guidance, to assure the water is delivered to the point of diversion, and through the reach past junior downstream users, so long as flow is sufficient to meet the demand under priority date of the new instream use (see Section 2.2). As part of regulation activities the watermaster or a designee has access to the point of diversion and place of use for the water rights involved in this lease. No party is required to continuously measure the flow of the waterway described in Section 2.2.

### **~III~ Other Information**

**3.1 Accuracy.** The Undersigned Lessor(s) and Lessee(s) declare that, to the best of their knowledge and belief, the information contained in this application is true, correct and complete. If after the lease order is signed, any information is determined to be false, the lease order may be modified or terminated. The lease only exercises the water rights being leased, for the term of the lease. It shall not be construed to overcome any claim that the water right may otherwise be subject to forfeiture for nonuse pursuant to ORS 540.610 during the period of time prior to the execution of the lease.

- 3.2 Lease.** Lessor(s) and Lessee(s) agree to lease the water rights listed in Section(s) 1.5 for instream use for the term of this lease through Lessee to the Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077.
- 3.3 Precedent.** If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077 a new injury review shall be required, and a prior short term lease shall not set a precedent for the amount of water to be leased or transferred instream.
- 3.4 Suspension of original use.** During the period of the lease, the water right holder agrees to suspend use of water allowed under the subject water rights and under any water right that is supplemental to the subject water rights.
- 3.5 Termination provision.**
- For multiyear leases, the Lessor(s) shall have the option of terminating the lease each year with written notice to the Department. The lease may be terminated at any time during the calendar year. However, if the termination request is received less than 30-days prior to the period of allowed instream use or after the period of allowed use has begun for the water right(s) being leased, water may not be used under the right(s) leased until the following calendar year, unless the Director determines that enlargement would not occur. The Department may also require:
    - Written notice to the Department;
    - Consent by all parties to the lease; and/or
    - Written notice to the Watermaster's office.
  - For multiyear leases, the lessor shall not have the option of terminating the lease, without consent by all parties to the lease.
- 3.6 Modification to prevent injury.** Allocation of water to the instream use described in Section 2.2 during the term of this lease is not reasonably expected to cause injury to other rights to use water from the same source. If injury is found after this lease is signed, the lease may be modified or terminated to prevent injury.
- 3.7 Fees.** Pursuant to ORS 536.050, the following fee is included:
- \$400 for an application with four or more landowners or four or more water rights.
  - \$250 for all other applications.

Lessor #2: Juanita DeJarnet Date: 4/9/12  
Shawn Gerdes for Arnold Irrigation District

Lessee: Genevieve Hubert Date: April 6, 2012  
Genevieve Hubert for Deschutes River Conservancy

**Other Attachments as Needed:**

Attachment 1: Tax Lot Map. (See instructions.)

Attachment 2: Detailed map illustrating lands under subject rights to be leased; required if only part of a right is being leased instream. (See instructions.)

**Attachment 3: Supporting documentation indicating why a right is valid and not subject to forfeiture even though the right has not been exercised for five or more consecutive years (required if the second box in Section 1.6 is checked).**

**Attachment 4: Split Season Instream Use Form**

**Attachment 5: Pooled Lease Water Right Holder Form**

**This table will calculate flow rate factors and duty for Arnold Irrigation District  
Instream Leases**

Enter Total Number of Acres to be Leased Instream Here →	<b>82,000</b>
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**For Primary Water Right - Certificate 74197**

<b>Rate (CFS) associated with leased rights for Section 1.5 of the Lease Application Form</b>			
The rate and duty identified in this section includes the 65% transmission loss.			
Enter Rates by Priority Date on Lease Form	Full Rate	February 1, 1905	April 25, 1905
Season 1	1.608		
Season 2	2.103		
Season 3*	2.806		
* The rate identified for Season 3 has been proportioned such that the max rate allowed by the right (150.0 CFS) will not be exceeded if all acres were being irrigated.			
<b>Duty (AF) associated with leased right for Section 1.5 of the Lease Application Form</b>			
Duty (decree) AF/Acre =	15.42		

<b>Rate (CFS) leased instream for Section 2.2 of the Lease Application Form</b>			
The rate and duty identified in this section does not include the 65% transmission loss.			
Enter Rates by Priority Date on Lease Form	Full Rate	February 1, 1905	April 25, 1905
Season 1	0.563		
Season 2	0.736		
Season 3	0.982		

<b>Volume (AF) leased instream for Section 2.2 of the Lease Application Form</b>				
	# days	AF/Season	Duty (decree) AF/Acre = 5.40	
Season 1	61	68.09	Total =	442.55
Season 2	30	43.79	Feb. 1905 portion =	
Season 3	123	239.57	April 1905 portion =	

<b>Additional Conditions to Prevent Injury for Section 2.2 of the Lease Application Form</b>	
Water protected instream:	

**For Supplemental Water Right from Crane Prairie Reservoir - Certificate 76714**

<b>Duty Associated with Leased Right for Section 1.5 of the Additional Water Right Form</b>	

<b>Volume (AF) leased instream for Section 2.2 of the Additional Water Right Form</b>	

**Exhibit 5-E: Place of Use Table - Arnold ID pooled lease form**

**AID - legacy water rights & quit claimed water rights in district lease**

C-74197 Priorities: 2/1/1905 & 4/25/1905

Instream: From POD to the mouth of the Deschutes River

Certificate	Township	Range	Section	QQ	Taxlot	Acres	Use	Cert. Pg	Prev.Ls#	Other Ref	QC#
74197	18 S	12 E	8	sese	1416	0.25	IRR	9	new	Bradshaw	2010-31232
74197	18 S	12 E	8	sese	3202	0.50	IRR	T-9636	new	True Vision	2008-09317
74197	18 S	11 E	24	swne	3300	1.10	IRR	3	L-1140	Cymbala	2008-22053
74197	18 S	11 E	24	nese	7300*	0.50	IRR	4	L-1140	Wood	legacy water
74197	18 S	11 E	25	nenw	2000	0.25	IRR	4	L-1140	Burns	legacy water
74197	18 S	11 E	25	nwnw	4700	0.20	IRR	5	L-1140	Hansen	legacy water
74197	18 S	11 E	26	nwne	8000	0.50	IRR	5	L-1140	Fiore	legacy water
74197	18 S	12 E	8	nwne	301	0.75	IRR	7	L-1140	B&C Dev	2008-33297
74197	18 S	12 E	9	nwnw	700	0.48	IRR	10	L-1140	CO Invest	2008-30003
74197	18 S	12 E	9	nwnw	800	0.81	IRR	10	L-1140	Kipnis	2008-29526
74197	18 S	12 E	17	nese	900*	0.05	IRR	14	L-1140	Bend Golf	2008-22055
74197	18 S	13 E	19	nsw	1100	2.00	IRR	T-10262	new	Lucas	foreclosure

Total AID Leased Acres	<b>7.39</b>
Mult pooled Landowners	<b>74.61</b>
Total on pooled lease	<b>82.00</b>

**Notes:**

1. \*181124 nese TL 7300 - 07/1990 TL 7300 & 7400 approved lot line adjustment created only one TL, TL 7300
2. \*181217 nese TL 900 was previously called TL 2400
3. Legacy water records were lost in fire. These water rights have been held by AID for some years now - and leased by AID
4. Lucas - Foreclosure, property is in ownership limbo and must be leased for 2012

**AID - Pooled landowner water rights in district lease**

C-74197 Priorities: 2/1/1905 & 4/25/1905

Instream: From POD to the mouth of the Deschutes River

Certificate	Township	Range	Section	QQ	Taxlot	Acres	Use	Cert. Pg	Prev. Ls #	Lessor
74197	18 S	11 E	13	nwse	1200	2.14	IRR	2	1140	Bend Parks
74197	18 S	12 E	3	sww	5600*	3.90	IRR	T-7653	1140	Bend Parks
74197	18 S	12 E	3	sww	5900	1.62	IRR	T-7653	1140	Bend Parks
74197	18 S	12 E	3	sww	6000	1.58	IRR	T-7653	1140	Bend Parks
74197	18 S	13 E	20	sene	401	2.00	IRR	T-10262	new	Snow
74197	18 S	12 E	22	nesw	1500	3.77	IRR	16	new	Keller
74197	18 S	11 E	13	nesw	1300	11.84	IRR	2 & T-9636	new	Thompson
74197	18 S	11 E	13	sesw	1300	3.16	IRR	T-9636	new	Thompson
74197	18 S	12 E	4	sesw	1100	7.60	IRR	7	new	Anderson
74197	18 S	12 E	9	nenw	100	30.00	IRR	9	new	Anderson
74197	18 S	13 E	19	nenw	301*	7.00	IRR	21	new	Premier Bank

Pooled Landowner Patrons	74.61
Pooled AID held water rights	7.39
<b>Total Water on Pooled AID lease</b>	<b>82.00</b>

**Notes:**

- 181203 sww TL5600 was TL 5600 and 5700.
- 181319 nenw TL301 was result of split in TL 500 into 301 & 500 in minor partition MP-00-31 11/05/2002





State of Oregon  
Water Resources Department  
725 Summer Street NE, Suite A  
Salem, Oregon 97301-1266  
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# Application for Instream Lease

## Attachment 5: Pooled Water Right Holder Form

*A summary of review criteria and procedures that are generally applicable to these applications is available at [www.wrd.state.or.us/OWRD/PUBS/forms.shtml](http://www.wrd.state.or.us/OWRD/PUBS/forms.shtml).*

**Pursuant to ORS 537.348(2) and OAR 690-077**

Optional Identification by Lessor/Lessee: \_\_\_\_\_

Lease Application Number (assigned by WRD): IL-1224

This Lease is with:

**Lessor #1 (Water Right Holder):**

Name Arnold Irrigation District

Mailing address 19604 Buck Canyon Rd

City, State, Zip Code Bend, OR 97702

Telephone number 541-382-7664

Email address aidist@bendbroadband.com

If additional water right holders, enter water right holder information below

Note: The section numbering associated with this form corresponds to that found on the "Standard Instream Lease Application" form. The "Pooled Lease" form and "Pooled Water Right Holder" form(s) are used to provide the same information as the "Standard Instream Lease Application" form. Consequently, the numbering on this form is not always sequential.

### ~I~ Water Right Holder and Water Right Information

1.1 Lessor #1 is the water right holder, or authorized agent for property described in Section 1.5. If the water right appurtenant to these lands is also appurtenant to lands owned by others who are not included in this application, then Attachment 1 (tax lot map), needs to be included.

1.3 For the water right(s) being leased, list all water rights appurtenant to the same lands. Indicate if there are any supplemental or overlying rights.

Certificate No(s). 74197

1.4 Are some or all of the lands being leased part of a Conservation Reserve Enhancement Program.  Yes  No or other Federal program: \_\_\_\_\_

**1.5 Water Right(s) Proposed to be Leased Instream.** Water right holder proposes to lease the water rights shown on the map attached as Exhibit 5-B and described as follows:

[This information may be included on Exhibit 5-A, or an additional map may be attached. Crosshatch the area of water rights being leased. Attached map(s) must identify water right holder, township, range, section and ¼ ¼, tax lot number, map orientation and scale.]

The first right to be leased identified in Section 1.3 is further described as follows:

Certificate Number: 74197

(If you need to enter another leased right, please use the Additional Water Right Form for Pooled Water Right Holder.)

T	R	Sect	¼ ¼	Tax Lot	Acres	Type of Use	Page #	Priority Date	Previous Lease #	
*(Identify pertinent page numbers of certificate, if certificate is greater than 10 pages; identify priority date, if there is more than one on the certificate. If any portion of the right proposed to be leased was leased previously, the previous lease number may be identified. Identification of a previous lease is optional.)										
1.	See	attach ed	POU	table	Exhibit	5-E	IRR	Mult	2/1/1905- 4/25/1905	IL-
2.										IL-
3.										IL-
4.										IL-
5.										IL-

Total number of acres, if for irrigation (or other acre equivalent use), by certificate and priority date: 7.39 ac

Conditions or other limitations, if any: \_\_\_\_\_

**1.6 Validity of rights to be leased as described in Section 1.5 of this form and any Additional Water Right Form for Pooled Water Right Holder.** Lessor(s) attests (mark one) that:

- The water has been used over the past five years according to the terms and conditions of the water right certificate or as an instream water right or
- The water has not been used over the past five years according to the terms and conditions of the water right certificate, however the water right is not subject to forfeiture under ORS 540.610(2)(\_\_\_\_)(include necessary supporting documentation as Attachment 3).

**~II~ Instream Water Right Information**

**2.3 Term of lease.** This lease shall terminate on October 31, 2012. (If there is a conflict between the Pooled Lease Form and this form, the Pooled Lease Form will be the official term of the lease.)

**~III~ Other Information**

**3.1 Accuracy.** The Undersigned Lessor(s) and Lessee(s) declare that, to the best of their knowledge and belief, the information contained in this application is true, correct and complete. If after the lease order is signed, any information is determined to be false, the lease order may be modified or terminated. The lease only exercises the water rights being leased, for the term of the lease. It shall not be construed to overcome any claim that the water right may otherwise be subject to forfeiture for nonuse pursuant to ORS 540.610 during the period of time prior to the execution of the lease.

**1.6 Validity of rights to be leased as described in Section 1.5 of this form and any Additional Water Right Form for Pooled Water Right Holder. Lessor(s) attests (mark one) that:**

- The water has been used over the past five years according to the terms and conditions of the water right certificate or as an instream water right or
- The water has not been used over the past five years according to the terms and conditions of the water right certificate, however the water right is not subject to forfeiture under ORS 540.610(2)(\_\_\_\_)(include necessary supporting documentation as Attachment 3).

**~II~ Instream Water Right Information**

- 2.3 Term of lease.** This lease shall terminate on October 31, 2012. (If there is a conflict between the Pooled Lease Form and this form, the Pooled Lease Form will be the official term of the lease.)

**~III~ Other Information**

- 3.1 Accuracy.** The Undersigned Lessor(s) and Lessee(s) declare that, to the best of their knowledge and belief, the information contained in this application is true, correct and complete. If after the lease order is signed, any information is determined to be false, the lease order may be modified or terminated. The lease only exercises the water rights being leased, for the term of the lease. It shall not be construed to overcome any claim that the water right may otherwise be subject to forfeiture for nonuse pursuant to ORS 540.610 during the period of time prior to the execution of the lease.
- 3.2 Lease.** Lessor(s) and Lessee(s) agree to lease the water rights listed in Section(s) 1.5 for instream use for the term of this lease through Lessee to the Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077.
- 3.3 Precedent.** If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077 a new injury review shall be required, and a prior short term lease shall not set a precedent for the amount of water to be leased or transferred instream.
- 3.4 Suspension of original use.** During the period of the lease, the water right holder agrees to suspend use of water allowed under the subject water rights and under any water right that is supplemental to the subject water rights.
- 3.5 Termination provision.**
- For multiyear leases, the Lessor(s) shall have the option of terminating the lease each year with written notice to the Department. The lease may be terminated at any time during the calendar year. However, if the termination request is received less than 30-days prior to the period of allowed instream use or after the period of allowed use has begun for the water right(s) being leased, water may not be used under the right(s) leased until the following calendar year, unless the Director determines that enlargement would not occur. The Department may also require:
- Written notice to the Department;
  - Consent by all parties to the lease; and/or
  - Written notice to the Watermaster's office.
- For multiyear leases, the lessor shall not have the option of terminating the lease, without consent by all parties to the lease.

3.6 **Modification to prevent injury.** Allocation of water to the instream use described in Section 2.2 during the term of this lease is not reasonably expected to cause injury to other rights to use water from the same source. If injury is found after this lease is signed, the lease may be modified or terminated to prevent injury.

Lessor #1: Juanita De Jarrett Date: 3/30/18  
Shawn Gerdes f/Arnold Irrigation District

For additional Lessors, type in space for signature and date

Other Attachments As Needed:

- Exhibit 5-A: Tax Lot Map. (See instructions.)
- Exhibit 5-B: Detailed map illustrating lands under subject rights to be leased; required if only part of a right is being leased instream. Exhibits 5-A and 5-B may be combined into a single map. (See instructions.)
- Exhibit 5-C: Supporting documentation indicating why a right is valid and not subject to forfeiture even though the right has not been exercised for five or more consecutive years (required if the second box in Section 1.6 of this form is checked)
- Exhibit 5-D: Split Season Instream Use Form
- Exhibit 5-E: POU Table.

**Exhibit 5-E: Place of Use Table - Arnold ID pooled lease form**

**AID - legacy water rights & quit claimed water rights in district lease**

C-74197 Priorities: 2/1/1905 & 4/25/1905

Instream: From POD to the mouth of the Deschutes River

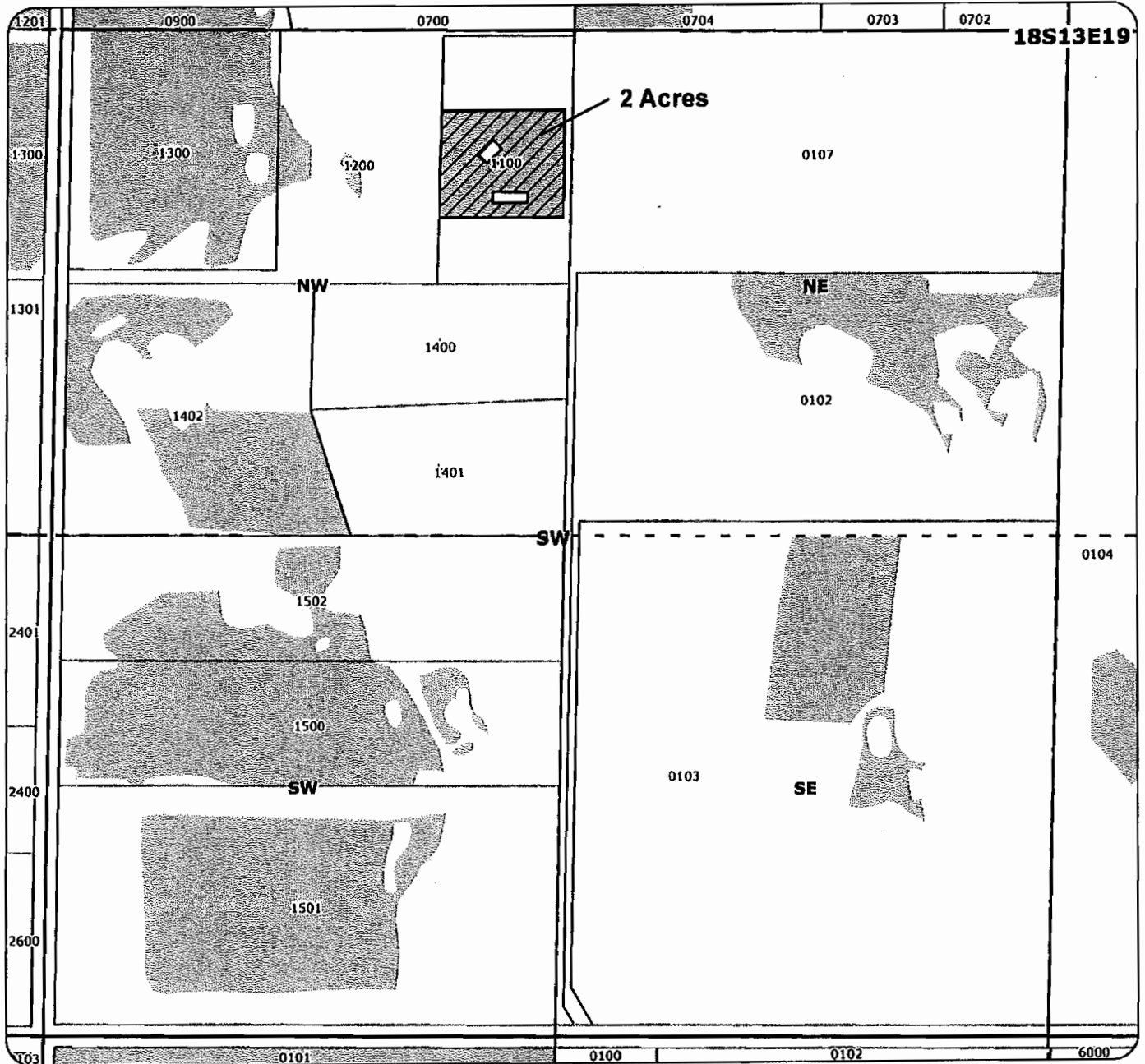
Certificate	Township	Range	Section	QQ	Taxlot	Acres	Use	Cert. Pg	Prev.Ls#	Other Ref	QC#
74197	18 S	12 E	8	sese	1416	0.25	IRR	9	new	Bradshaw	2010-31232
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74197	18 S	11 E	24	nese	7300*	0.50	IRR	4	L-1140	Wood	legacy water
74197	18 S	11 E	25	nennw	2000	0.25	IRR	4	L-1140	Burns	legacy water
74197	18 S	11 E	25	nwnw	4700	0.20	IRR	5	L-1140	Hansen	legacy water
74197	18 S	11 E	26	nwne	8000	0.50	IRR	5	L-1140	Flore	legacy water
74197	18 S	12 E	8	nwne	301	0.75	IRR	7	L-1140	B&C Dev	2008-33297
74197	18 S	12 E	9	nwnw	700	0.48	IRR	10	L-1140	CO Invest	2008-30003
74197	18 S	12 E	9	nwnw	800	0.81	IRR	10	L-1140	Kipnis	2008-29526
74197	18 S	12 E	17	nese	900*	0.05	IRR	14	L-1140	Bend Golf	2008-22055
74197	18 S	13 E	19	nwsW	1100	2.00	IRR	T-10262	new	Lucas	foreclosure

<b>Total AID Leased Acres</b>	<b>7.39</b>
Mult pooled Landowners	74.61
<b>Total on pooled lease</b>	<b>82.00</b>



**Notes:**

- \*181124 nese TL 7300 - 07/1990 TL 7300 & 7400 approved lot line adjustment created only one TL, TL 7300
- \*181217 nese TL 900 was previously called TL 2400
- Legacy water records were lost in fire. These water rights have been held by AID for some years now - and leased by AID
- Lucas - Foreclosure, property is in ownership limbo and must be leased for 2012

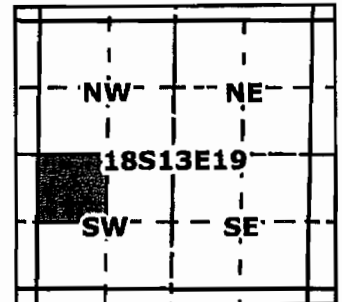
# 2012 Arnold Irrigation District Instream Lease Map



## Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights

For:  
 Randall & Martha Lucas  
 Taxlot 1100 - 2 Acres  
 0 Acres Remaining on Taxlot 1100  
 in 18S13E19NWSW  
 Total Lease of 2 Acres



**NOTICE OF DEFAULT AND ELECTION TO SELL**

Re: Deed of Trust, Randall B. Lucas and Martha C. Lucas, Grantor(s)

To: Katrina E. Glogowski, Successor Trustee

After Recording Return to:  
Katrina E. Glogowski  
Glogowski Law Firm, PLLC  
2505 Third Ave Ste 100  
Seattle, WA 98121

FILE NO. 12-3904

Grantor: Randall B. Lucas and Martha C. Lucas, 60540 Billadeau Rd, Bend OR 97702  
Grantee: US Bank, NA, as trustee on behalf of Lehman ABS Manufactured Housing Contract Senior/Subordinate Asset-Backed Certificate Trust, Series 2001-B, 33600 6<sup>th</sup> Ave S, Federal Way, WA 98003  
Trustee: Katrina E. Glogowski, Glogowski Law Firm, PLLC, 2505 Third Ave Ste 100, Seattle, WA 98121

Reference is made to that certain warranty deed made by David Cogburn and Janice Lynne Cogburn as grantor(s) to Randall B. Lucas and Martha C. Lucas, recorded 07/13/1993 in the records of Deschutes County, Oregon at 93-23431. Reference is made to that certain trust deed made by Randall B. Lucas and Martha C. Lucas, Grantor(s), to Western Title and Escrow Company, trustee, in favor of The CIT Group/Sales Financing Inc, as beneficiary, recorded 9/15/1998, in the Records of Deschutes County, Oregon as Instrument No. 98-41061, Book 512 Page 0508, which was subsequently assigned to US Bank, NA, as trustee on behalf of Lehman ABS Manufactured Housing Contract Senior/Subordinate Asset-Backed Certificate Trust, Series 2001-B on March 14, 2012 under Instrument No. 2012-009097, and Katrina E. Glogowski, Glogowski Law Firm, PLLC being the successor trustee, covering the following described real property situated in the above-mentioned county and state, to wit: APN: 112617; The East Half of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter (E1/2 NE1/4 NW1/4 SW1/4) of Section Nineteen (19), Township Eighteen (18) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon. Excepting therefrom the North 10 feet; Commonly known as 60540 Billadeau Rd, Bend OR 97702. The undersigned hereby certified that no assignments of the trust deed by the trustee or by the beneficiary and no appointments of a successor trustee have been made, except as recorded in the records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the trust deed, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.735(4). Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to section 86.753(3) of Oregon Revised Statutes. There is a default by grantor or other person owing an obligation, performance of which is secured by the trust deed, or buy the successor in interest, with respect to provisions therein which authorize sale in the event of such provision. The default for which foreclosure is made is grantor's failure to pay when due the following sums: monthly payments of \$745.09 beginning on 10/01/2011; plus late charges of \$407.88; plus advances of \$0.00; together with title expenses, costs, trustee's fees and attorneys' fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable. By reason of said default the beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being the following, to wit: The sum of \$80,616.26 together with interest thereon at the rate of 9.99% per annum from 10/01/2011 until paid; plus advances of \$0.00; together with title expenses, costs, trustee's fees and attorneys' fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

Deschutes County Official Records **2012-011177**  
M-DEF  
Stn=1 PAMG 03/28/2012 11:15:16 AM  
\$10.00 \$11.00 \$10.00 \$16.00 \$6.00 \$53.00

I, Nancy Blankenship, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Nancy Blankenship - County Clerk

Notice is hereby given that the beneficiary and trustee, by reason of default, have elected to foreclose the trust deed by advertisement and sale pursuant to ORS 86.705 to 86.795, and to cause to be sold at public auction to the highest bidder for cash the interest in the described property which grantor had, or had the power to convey, at the time of the execution by grantor of the trust deed, together with any interest grantor or grantor's successor in interest acquired after the execution of the trust deed, to satisfy the obligations secured by the trust deed and the expenses of the sale, including the compensation of the trustee as provided by law. The sale will be held at the hour of 11:00am, in accord with the standard of time established by ORS 187.110 on 7/31/2012 at the following place: at the front entrance of the Deschutes County Courthouse, 1164 NW Bond Street, Bend, OR, which is the hour, date and place last set for sale. Other than as shown of record, neither the beneficiary nor the trustee has any actual notice of any person having or claiming to have any lien upon or interest in the real property hereinabove described subsequent to the interest of the trustee in the trust deed, or of any successor in interest to grantor or of any lessee or other person in possession of or occupying the property, except:

<u>Name and Last Known Address</u>	<u>Nature of Right, Lien or Interest</u>
Randall B. Lucas, 60540 Billadeau Rd, Bend OR 97702	
Martha C. Lucas, 60540 Billadeau Rd, Bend OR 97702	
Jane Doe Lucas, 60540 Billadeau Rd, Bend OR 97702	
John Doe Lucas, 60540 Billadeau Rd, Bend OR 97702	
Occupants, 60540 Billadeau Rd, Bend OR 97702	
Randall B. Lucas, 20914 King David, Bend OR 97702	
Martha C. Lucas, 20914 King David, Bend OR 97702	
Jane Doe Lucas, 20914 King David, Bend OR 97702	
John Doe Lucas, 20914 King David, Bend OR 97702	
Internal Revenue Service, M/S W245, Attn: Technical Services Advisory Group Manager, 915 2 <sup>nd</sup> Ave, Seattle WA 98174	
Western Sun Capitol, 5095 Napilihau #109B-208, Lahaina HI 96761	
Western Sun Capitol c/o Edward P. Bernardi, 3331 SE Milwaukie Ave, Portland OR 97202	
Arnold Irrigation District c/o Mark G. Reinecke, PO Box 880, Bend OR 97709-0880	
Arnold Irrigation District, 19604 Buck Canyon Rd, Bend OR 97702	

Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorneys' fees not exceeding the amounts provided by ORS 86.753. In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to this grantor as well as any other person owing an obligation, the performance of which is secured by the trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

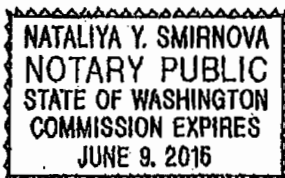
DATED: March 27, 2012

By Katrina E. Glogowski  
 Successor Trustee  
 2505 Third Ave Ste 100  
 Seattle, WA 98121  
 (206) 903-9966

STATE OF WASHINGTON )  
 COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that Katrina E. Glogowski signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on March 27, 2012



Nataliya Y. Smirnova  
 Nataliya Y. Smirnova  
 Notary Public in and for the State of Washington  
 Residing at SeaTac, Washington  
 My appointment expires 06/09/2015





CL-CLS Cnt=1 Str=7 PG  
\$10.00 \$11.00 \$16.00

03/29/2012 03:19:02 PM

After recording return to:  
Mark G. Reinecke  
Bryant, Lovlien & Jarvis, P.C.  
591 SW Mill View Way  
Bend OR 97702

SATISFACTION OF LIEN

**Lien Claimant:** Arnold Irrigation District  
19604 Buck Canyon Road  
Bend, OR 97702

**Lien Debtors:** Randall Lucas and Martha Lucas  
60540 Billadeau Road  
Bend, Oregon 97702

NOTICE IS HEREBY GIVEN THAT the undersigned, Arnold Irrigation District, is the holder of a lien claim against Randall and Martha Lucas recorded in the records of Deschutes County on March 5, 2010, as Instrument No. 2010-09615 for water delivery and assessments thereon to that real property located at 60540 Billadeau Road, Bend, Oregon, and more particularly described as:

SEE ATTACHED EXHIBIT A

The undersigned acknowledges that the debt has been fully paid, satisfied and discharged.

DATED this 27th day of March 2012

ARNOLD IRRIGATION DISTRICT

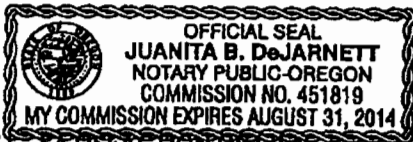
*Shawn Gerdes*  
Shawn Gerdes, Board Secretary

STATE OF OREGON, County of Deschutes, ss:

I, Shawn Gerdes, Board Secretary of Arnold Irrigation District, the Lien Claimant named in the foregoing instrument, being first duly sworn, say that I know the contents thereof and the statements and claims made therein are correct and true, as I verily believe, and that I am authorized to execute the foregoing instrument on behalf of the corporation.

*Shawn Gerdes*  
Shawn Gerdes, Board Secretary

SUBSCRIBED AND SWORN to before me this 27th day of March 2012, by Shawn Gerdes.

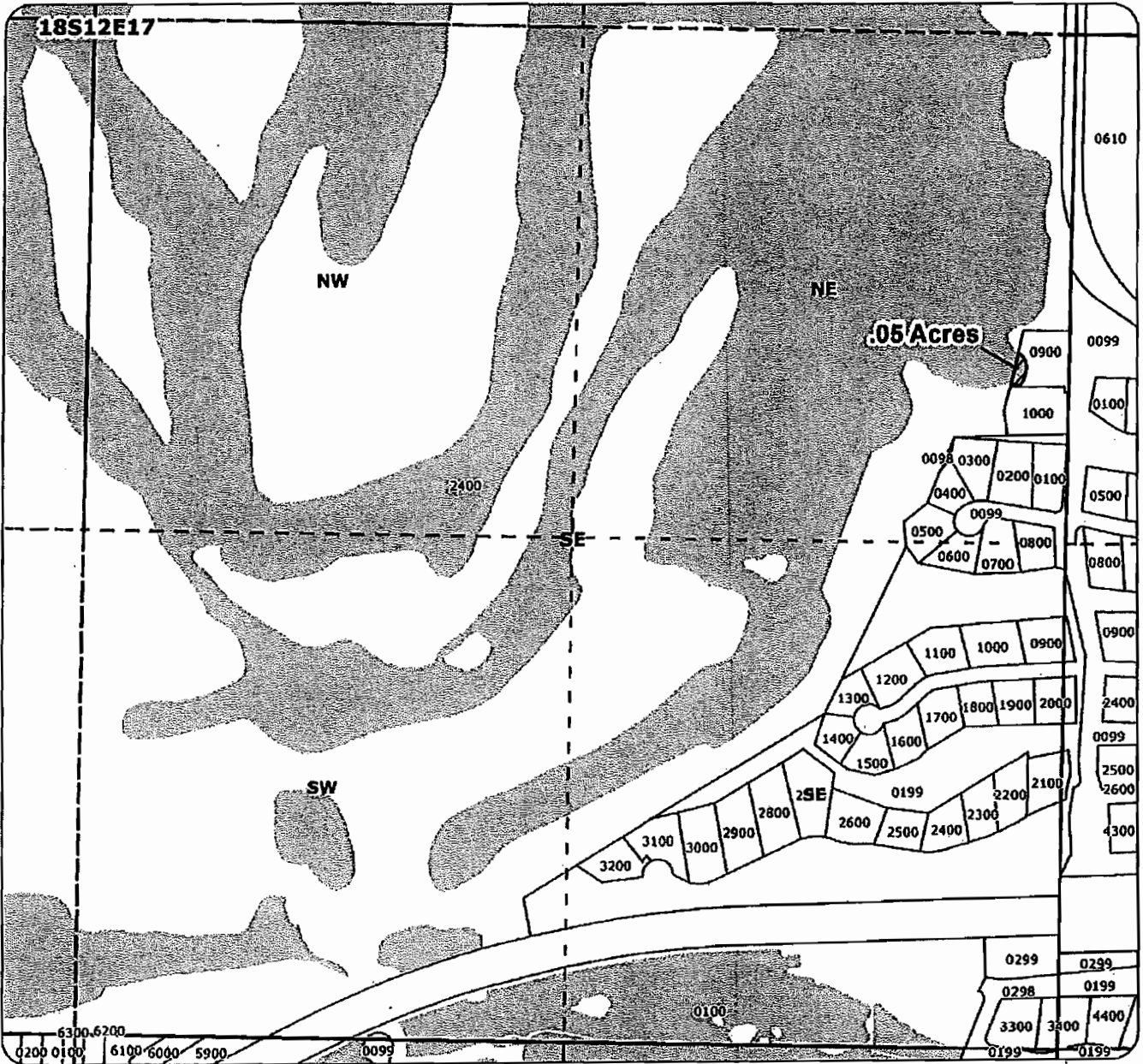


*Juanita B. DeJarnett*  
NOTARY PUBLIC FOR OREGON



EXHIBIT A

The East Half of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter  
(E1/2 NE1/4NW1/4SW1/4) of Section 19, Township 18 South, Range 13 East of the Willamette  
Meridian, Deschutes County, Oregon. EXCEPTING THEREFROM the North 10 feet.  
Tax Map Number 18-13-19-00-01100

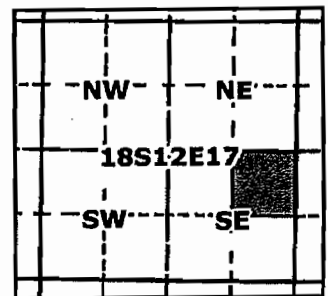
# 2012 Arnold Irrigation District Instream Lease Map



## Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights

For:  
 Arnold Irrigation District  
 Taxlot 900 - .05 Acres  
 0 Acres Remaining on Taxlot 900  
 in 18S12E17NESE  
 Total Lease of .05 Acres



District Internal  
Notice # \_\_\_\_\_

State of Oregon  
WATER RESOURCES DEPARTMENT  
NOTICE OF DISTRICT PERMANENT TRANSFER  
(ORS 540.580)



Arnold Irrigation District  
P.O. Box 9220  
Bend, Oregon 97708  
PHONE: 541-382-7664 FAX: 541-382-0833

1. WATER RIGHT  
CERTIFICATE #74197  
PRIORITY DATE 02/01/1905 - 04/25/1905  
DESCHUTES COUNTY  
WATER RIGHT UNDER NAME OF ARNOLD IRRIGATION DISTRICT

2. APPLICANT  
NAME BEND GOLF & COUNTRY CLUB  
ADDRESS 61045 COUNTRY CLUB DRIVE BEND OR 97707  
ENCUMBRANCES \_\_\_\_\_

3. TYPE OF CHANGE: PERMANENT CHANGE IN PLACE OF USE

4. LOCATION OF USE  
AUTHORIZED POINT OF DIVERSION \_\_\_\_\_

LOCATION OF AUTHORIZED PLACE OF USE

TOWNSHIP	RANGE	SECTION	¼, ¼ OF SECTION	TAX LOT	# OF ACRES IRRIGATED	OTHER USE
18	12	17	NE SE	00900	.05	

5. RECIPIENT  
NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_

6. LOCATION OF PROPOSED USE

TOWNSHIP	RANGE	SECTION	¼, ¼ OF SECTION	TAX LOT	# OF ACRES IRRIGATED	OTHER USE

7. EXHIBITS  
A. Map showing the location of the present and proposed irrigated lands.

Arnold Irrigation District hereby certifies that the applicant and recipient are the deed holders of subject properties; that our files are complete with a copy of the recorded documents; that the applicant's land has been irrigated within the last five years or the right appurtenant is not subject to forfeiture, and that applicant and recipient hereby authorize the transfer proposed herein.

NOTICE IS HEREBY GIVEN that this proposed change is subject to the approval of the Water Resources Department and that the Water Resources Department may reject the transfer or may require mitigation to avoid injury to other water right holders.

ARNOLD IRRIGATION DISTRICT AND APPLICANT, HEREBY SWEAR THAT THE ABOVE NOTICE FOR TRANSFER OF WATER RIGHT AND THE STATEMENTS MADE ARE TRUE AND CORRECT.

APPLICANT: [Signature] Name \_\_\_\_\_ Date 10/27/06  
RECIPIENT: [Signature] Name \_\_\_\_\_ Date 10/31/06  
FOR DISTRICT: \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_\_

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2008-22055



\$46.00

05/20/2008 04:19:40 PM

D-D Cnt=1 Stn=2 CE  
\$20.00 \$11.00 \$10.00 \$5.00

## BARGAIN AND SALE DEED

Please Return to:  
Juanita DeJarnett  
Arnold Irrigation District  
P.O. Box 9220  
Bend, OR 97708-9220

Unless a change is requested,  
All tax statements shall be sent to:  
Arnold Irrigation District  
P.O. Box 9220  
Bend, OR 97708-9220

The true consideration for this transfer is forgiveness of future annual assessments.

Bend Golf & Country Club, Grantor, conveys to Arnold Irrigation District, Grantee, the following described real property: See Exhibit "A"

0.05 acres of Arnold Irrigation District water rights located upon the following described real property, to-wit:

\*\* 181217DA00900

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW THE 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARM OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

DATED this 26th day of November, 2007.

**\*\*Bend Golf and Country Club., an Oregon Limited Liability Company, Grantor**

By: Mary Schell, President  
Mary Schell, President

STATE OF OREGON

County of Deschutes) ss:

SIGNED before me on the 6 day of December, 2007, by Mary Schell as  
President of Bend Golf and Country Club.



Karen Goodman  
NOTARY PUBLIC FOR OREGON  
My commission expires: 3-13-11

ACCEPTANCE

Shawn Gerdes, District Manager, Arnold Irrigation District, does hereby accept the foregoing Bargain and Sale Deed conveying water rights.

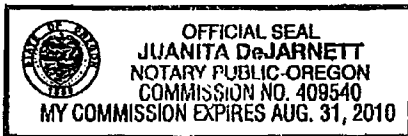
DATED this 8th day of May, 2008.

Arnold Irrigation District

By: Shawn Gerdes  
Shawn Gerdes, District Manager

STATE OF OREGON, County of Deschutes ) ss.

Before me, a Notary Public, personally appeared Shawn Gerdes the above-named manager, and acknowledged the foregoing instrument on behalf of Arnold Irrigation District. Before me this 8th day of May, 2008.



Juanita DeJarnett  
Notary Public for Oregon  
My Commission Expires Aug. 31, 2010

**"Exhibit A"**

**Parcel 1**

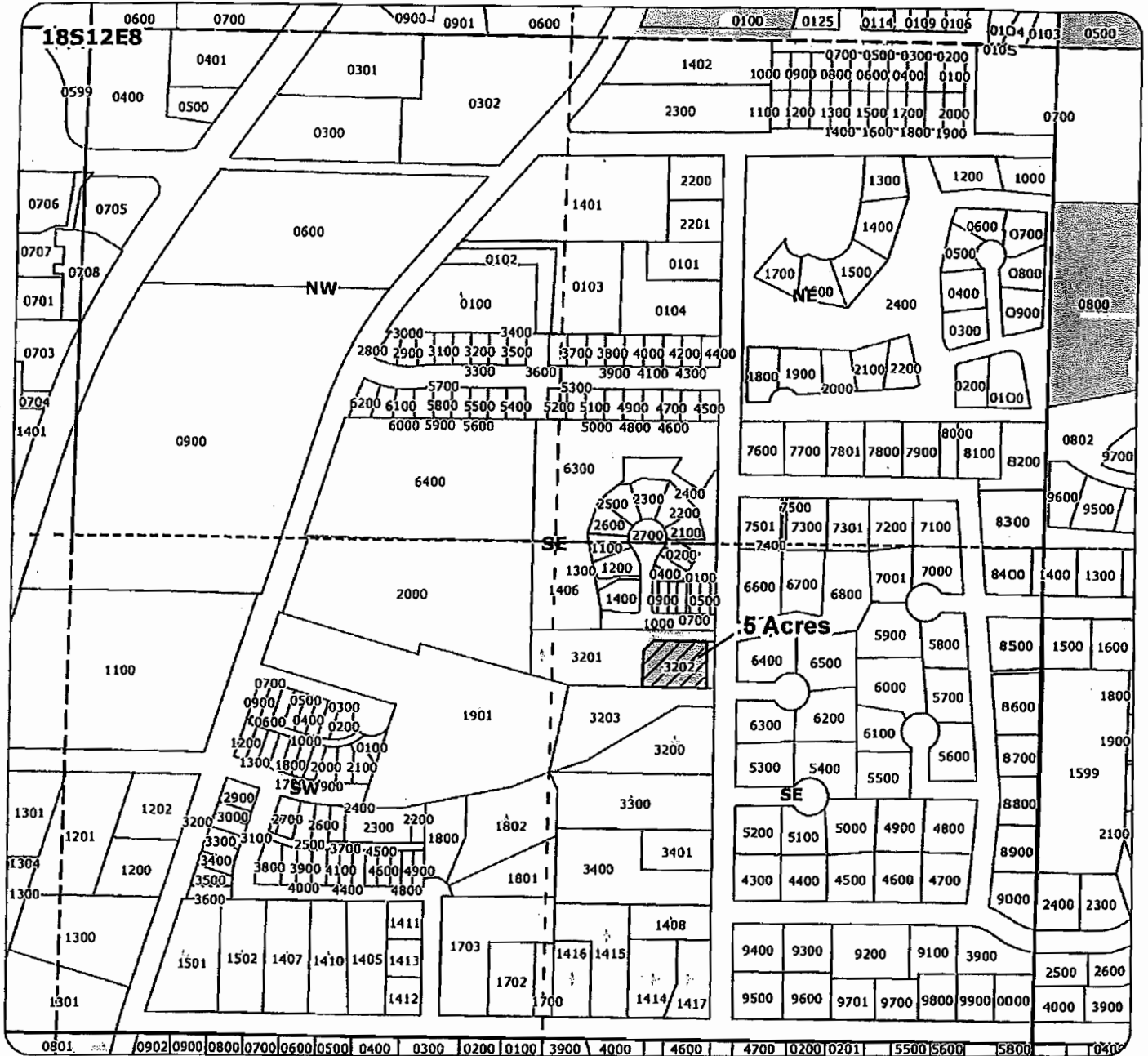
**A parcel of land containing 0.47 acres, more or less, being located in the Northeast One-Quarter of the Southeast One-Quarter (NE ¼ SE ¼) of Section 17, Township 18 South, Range 12 East, Willamette Meridian, City of Bend, Deschutes County, Oregon, being more particularly described as follows:**

**Parcel 1, Partition Plat No. 2007-39, Deschutes County, Oregon.**



**Subject to: All easements, restrictions and right-of-ways of record and those common and apparent on the land.**



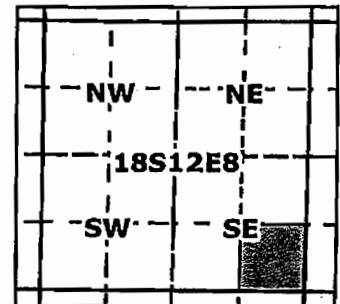
# 2012 Arnold Irrigation District Instream Lease Map



## Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights

For:  
 Arnold Irrigation District  
 Taxlot 3202 - .5 Acres  
 0 Acres Remaining on Taxlot 3202  
 in 18S12E8SESE  
 Total Lease of .5 Acres



1 inch = 400 feet

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2008-09317



\$41.00

02/29/2008 04:18:23 PM

D-D Cnt=1 Str=7 TM  
\$15.00 \$11.00 \$10.00 \$5.00

**BARGAIN AND SALE DEED**

3  
Please Return to:  
Juanita DeJarnett  
Arnold Irrigation District  
P.O. Box 9220  
Bend, OR 97708-9220

Unless a change is requested,  
All tax statements shall be sent to:  
Arnold Irrigation District  
P.O. Box 9220  
Bend, OR 97708-9220

3  
The true consideration for this transfer is forgiveness of future annual assessments.

True Vision Construction, Grantor, conveys to ARNOLD IRRIGATION DISTRICT, Grantee, the following described real property:

0.50 acres of Arnold Irrigation District water rights located upon the following described real property, to-wit: (See property description attached as Exhibit A.)

\*\* 181208D003202

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW THE 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARM OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

DATED this 13th day of February, 2007.

Kmelichi for True Vision Construction  
\*\*, Grantor

STATE OF OREGON, County of Deschutes) ss:

SIGNED before me on the 14 day of April, 2008 by Karen Critchfield, Grantor.  
Herrall



[Signature]  
NOTARY PUBLIC FOR OREGON  
My commission expires: 1/30/11

ACCEPTANCE

Arnold Irrigation District, acting by and through its Manager and Secretary, does hereby accept the foregoing Bargain and Sale Deed conveying water rights.

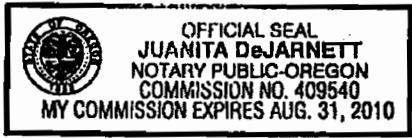
DATED this 27th day of February, 2008.

ARNOLD IRRIGATION DISTRICT

By: [Signature]  
Shawn Gerdes, Manager and Secretary

STATE OF OREGON, County of Deschutes ) ss.

Before me, a Notary Public, personally appeared Shawn Gerdes the above-named Manager and Secretary of Arnold Irrigation District, and acknowledged the foregoing instrument on behalf of Arnold Irrigation District. Before me this 27th day of February, 2008.



[Signature]  
Notary Public for Oregon  
My Commission Expires: Aug. 31, 2010

"Exhibit A"

Legal Description:

Parcel 3 of Partition Plat No. 2003-32 Filed May 30, 2003 and being located in Tract 16, and a portion of Tract 13 Plat of Ward's Tracts located in the SE ¼ of Section 8, Township 18 South, range 12 East, Willamette meridian, City of Bend, Deschutes County, Oregon.

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2006-24450



\$36.00

00453537200500244500020023

04/10/2006 03:50:21 PM



THI

D-D Cnt=1 Str=4 TRACY  
\$10.00 \$11.00 \$10.00 \$5.00

After recording return to:  
True Vision Construction  
PO BOX 58  
WALTON, OR 97490

36

Until a change is requested all tax statements  
shall be sent to the following address:  
True Vision Construction  
PO BOX 58  
WALTON, OR 97490

2

File No.: 7061-786256 (TDM)  
Date: March 22, 2006

**STATUTORY WARRANTY DEED**

Frank James Chlechl and Eileen Ruth Chlechl, as Co-Trustees of The Frank James Chiechl and Eileen Ruth Chlechl Family Trust u/t/a dated May 15, 1997, Grantor, conveys and warrants to TRUE VISION CONSTRUCTION, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

**PARCEL 3 OF PARTITION PLAT NO. 2003-32 FILED MAY 30, 2003 AND BEING LOCATED IN TRACT 16, AND A PORTION OF TRACT 13 PLAT OF WARD'S TRACTS LOCATED IN THE SE1/4 OF SECTION 8, TOWNSHIP 18 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, CITY OF BEND, DESCHUTES COUNTY, OREGON.**

**This property is free from liens and encumbrances, EXCEPT:**

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **\$450,000.00**. (Here comply with requirements of ORS 93.030)

FIRST AMERICAN TITLE  
INSURANCE COMPANY OF OREGON  
P.O. BOX 323  
BEND, OR 97708



DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2006-24451



\$51.00

00483538200500244510050059

04/10/2006 03:50:21 PM

M-DT Cnt=1 Stmt=4 TRACY  
\$25.00 \$11.00 \$10.00 \$5.00



THIS:

After recording return to:  
Frank James & Ellen Ruth Chlechi  
Family Trust  
61267 Benham Rd  
Bend, OR 97701

File No.: 7061-786256 (TDM)  
Date: April 10, 2006

Map/Tax Lot # 18 12 08 D0 03202  
Tax Account #235031

FIRST AMERICAN TITLE  
INSURANCE COMPANY OF OREGON  
P.O. BOX 323  
BEND, OR 97709

**TRUST DEED**  
(Assignment Restricted)

THIS DEED OF TRUST, made this Tenth day of April, 2006, between True Vision Construction, as GRANTOR, and First American Title, as TRUSTEE, and Frank James Chlechi and Eileen Ruth Chlechi, as Co-Trustees of the Frank James Chlechi and Eileen Ruth Chlechi Family Trust u/t/a dated May 15, 1997, as BENEFICIARY.

**WITNESSETH:** Grantor Irrevocably conveys to Trustee In trust, with power of sale, certain real property in Deschutes County, Oregon, described as:

**PARCEL 3 OF PARTITION PLAT NO. 2003-32 FILED MAY 30, 2003 AND BEING LOCATED IN TRACT 16, AND A PORTION OF TRACT 13 PLAT OF WARD'S TRACTS LOCATED IN THE SE1/4 OF SECTION 8, TOWNSHIP 18 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, CITY OF BEND, DESCHUTES COUNTY, OREGON.**

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

Note: The Trust Deed Act provides that the Trustee hereunder must be either an attorney who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of the state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 896.505 to 896.585.

\*WARNING: 12 USC 1701/-S regulates and may prohibit exercise of this option.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of **Eight Hundred Fifty Thousand dollars (\$850,000.00)**, with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable **Due upon sale of property**.

In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the Grantor without first having obtained the written consent or approval of the Beneficiary, then, at the Beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

**Grantor agrees:**

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement therein; not to commit or permit any waste of said property.
2. To complete or restore promptly and in good and workmanlike manner any building or improvement, which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefore.
3. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said property against loss or damage by fire and other hazards as the Beneficiary may require, in an amount not less than **\$850,000.00**, written by companies acceptable to the Beneficiary, with loss payable to Beneficiary; proof of insurance shall be delivered to the Beneficiary as soon as issued.
4. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property.
5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipt of payment to Beneficiary.
6. Should the Grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by Grantor, either by direct payment or by providing Beneficiary with funds with which to make such payment, Beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations of Grantor, described in paragraphs 7 and 8 of this Trust Deed section, shall be added to and become a part of the debt secured by this Trust Deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property herein before described, as well as the Grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the Beneficiary, render all sums secured by this Trust Deed immediately due and payable and constitute a breach of this Trust Deed.
7. To pay all costs, fees and expenses of this trust including the cost of title search, as well as the other costs and expenses of the Trustee incurred in connection with or in enforcing this obligation together with trustees' and attorneys' fees actually incurred.
8. To appear in and defend any action or proceeding purporting to affect the security rights or powers of Beneficiary or Trustee; and in any suit, action or proceeding in which the Beneficiary or Trustee may appear, including evidence of title and the Beneficiary's or Trustee's attorneys' fees. The amount of attorneys' fees mentioned in this paragraph 7 above in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, Grantor further agrees to



pay such sum as the appellate court shall adjudge reasonable as the Beneficiary's or Trustee's attorneys' fees on such appeal.

**The parties mutually agree:**

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

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

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

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

5. The Grantor and those persons authorized by ORS 86.753 may cure any default(s) 5 days before the date the Trustee has designated for sale. Any cure of default(s) shall require payment of or tendering performance and the payment of all costs and expenses actually incurred in enforcing the obligations of this Trust Deed, including, but not limited to, trustees' and attorneys' fees as authorized by law.

In the absence of any such cure, the Trustee will enforce the obligations of this Trust Deed in accordance with paragraph 4 herein and as authorized and required by applicable law.

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

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

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

This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term Beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a Beneficiary herein. In construing this deed and whenever the context so requires the singular number includes the plural.

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

True Vision Construction

*[Handwritten signature]*

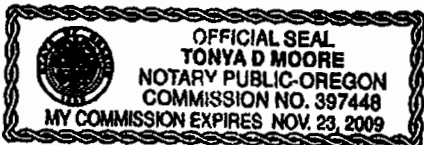
By: Karen Chiechi-Herrell, Sole Proprietor

STATE OF Oregon )  
 )ss.  
County of Deschutes )

This instrument was acknowledged before me on this 10 day of April, 2006 by Karen Chiechi-Herrell as Sole Proprietor of True Vision Construction, on behalf of the .

*[Handwritten signature]*

Notary Public for Oregon  
My commission expires:



APN: 235031

Trust Deed - continued

File No.: 7061-786256 (TDM)

Date: 04/10/2006

---

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

**TO: First American Title, Trustee**

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

Mail Reconveyance to:

Dated: \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

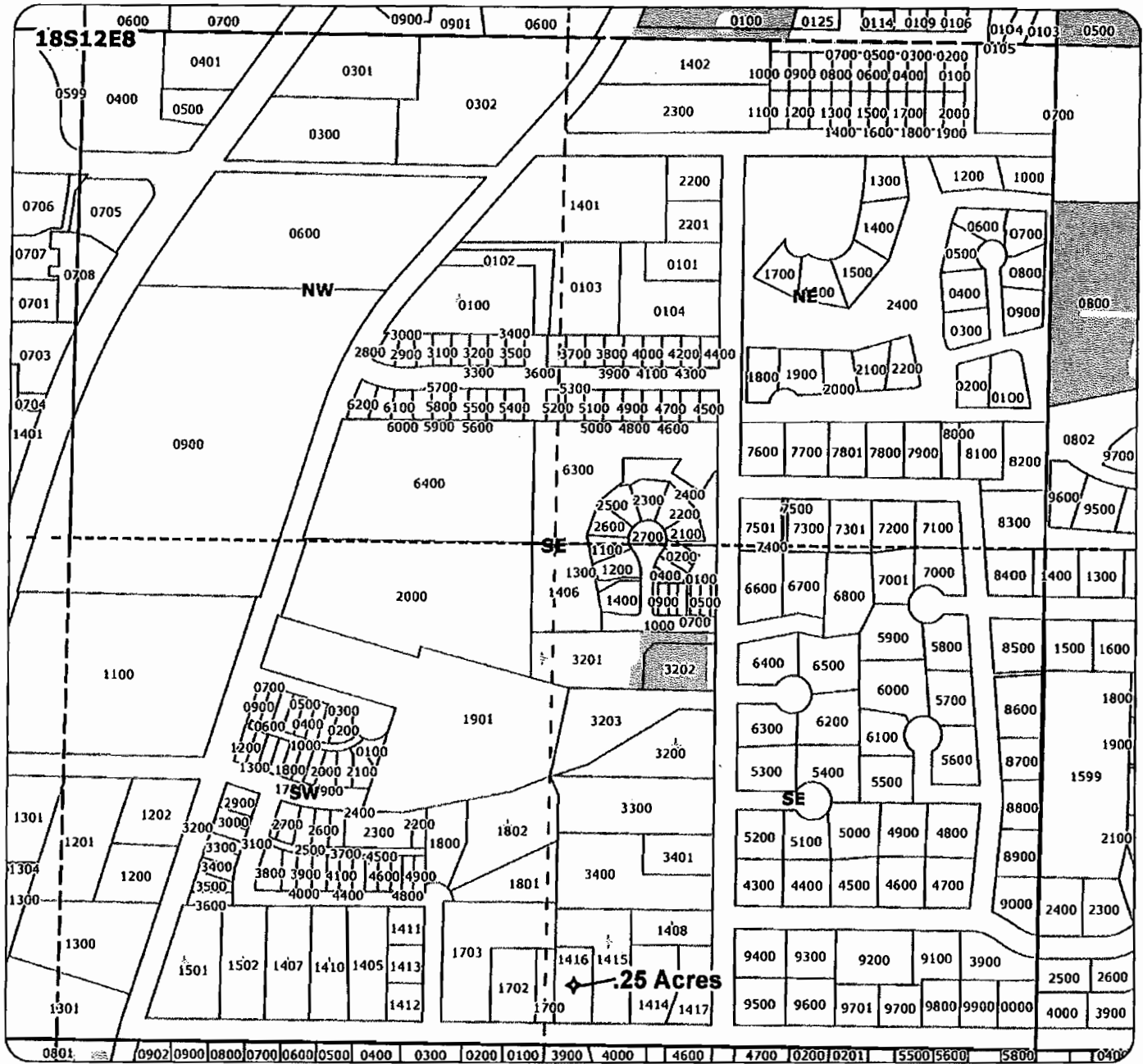
By \_\_\_\_\_

\_\_\_\_\_



Beneficiary

**Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.  
Both must be delivered to the Trustee before cancellation before reconveyance is made.**

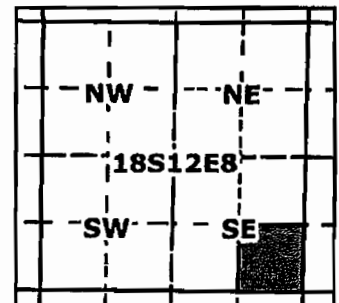
# 2012 Arnold Irrigation District Instream Lease Map



## Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights

For:  
 Arnold Irrigation District  
 Taxlot 1416 - .25 Acres  
 0 Acres Remaining on Taxlot 1416  
 in 18S12E8SESE  
 Total Lease of .25 Acres



REMS

**RECORDING COVER SHEET** (Please print or type)  
This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, and does NOT affect the instrument. ORS 205.234

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2012-03258



\$58.00

02/01/2012 04:05:31 PM

**AFTER RECORDING RETURN TO:** ORS 205.234(1)(c)

Juanita DeJarnett

D-D Cntml Stmtl BN  
\$15.00 \$11.00 \$15.00 \$10.00 \$5.00

Arnold Irrigation District

19604 Buck Canyon Rd

Bend, OR 97702

**1. TITLES(S) OF THE TRANSACTION(S)** ORS 205.234(1)(a)  
Bargain and Sale Deed

**2. DIRECT PARTY(IES) / GRANTOR(S)** NAME(S) & ADDRESS(ES) ORS 205.234(1)(b)  
George W. Bradshaw 20312 Rae Rd., Bend, OR 97702

**3. INDIRECT PARTY(IES) / GRANTEE(S)** NAME(S) & ADDRESS(ES) ORS 205.234(1)(b)  
Arnold Irrigation District 19604 Buck Canyon Rd., Bend, OR 97702

**4. TRUE and ACTUAL CONSIDERATION**  
Amount in dollars or other value/property ORS 205.234(1)(d)  
\$ 0  Other Value  Other Property  
Other value/property is Whole  or Part  of the consideration

**5. SEND TAX STATEMENTS TO:** ORS 205.234(1)(e)

**6. SATISFACTION of ORDER or WARRANT**  
Check one if applicable: ORS 205.234(1)(f)  
 FULL  PARTIAL

**7. The amount of the monetary obligation imposed by the order or warrant:** ORS 205.234(1)(f)  
\$ \_\_\_\_\_

**8. If this instrument is being Re-Recorded, complete the following statement:** ORS 205.244(2)  
Re-recorded at the request of Arnold Irrigation District  
to correct the legal description from Map 181208-NE 1/4 SE 1/4 to Map 181208-SE 1/4 SE 1/4  
\_\_\_\_\_ previously recorded in  
Book/Volume 2010 and Page 31232, or as Fee Number \_\_\_\_\_

PBMS

DESCHUTES COUNTY OFFICIAL RECORDS  
KIMMY BLANKENSHIP, COUNTY CLERK

2010-31232



\$53.00

00740765201000312320020023

08/10/2010 04:28:33 PM

D-D Cntel. Strs3 PG

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

**BARGAIN AND SALE DEED**

After Recording Return to:  
Juanita DeJarnett  
Arnold Irrigation District  
19604 Buck Canyon Rd  
Bend, OR 97702

Unless a change is requested,  
All tax statements shall be sent to:  
Arnold Irrigation District  
19604 Buck Canyon Rd  
Bend, OR 97702

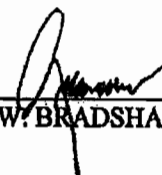
George W. Bradshaw, Grantor, conveys to ARNOLD IRRIGATION DISTRICT, Grantee, one quarter (0.25) acres of Arnold Irrigation District water rights that are appurtenant to the following described real property, to wit: Map 181208-NE ¼ SE ¼ Tax Lot 1416, Lot 4 of PATRIA ACRES, located in Deschutes County, Oregon. *SE*

The true consideration for this water right transfer is forgiveness of future annual assessments.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW THE 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARM OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

DATED this 6th day of August, 2010.

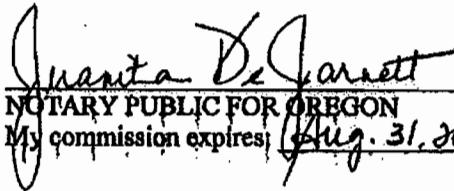
Signed this 6th day of August, 2010.

  
\_\_\_\_\_  
GEORGE W. BRADSHAW, Grantor

STATE OF OREGON, County of Deschutes) ss:

SIGNED before me on the 6<sup>th</sup> day of August, 2010, by George W. Bradshaw, Grantor.



  
\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My commission expires: Aug. 31, 2010

ACCEPTANCE

Shawn Gerdes, Manager, Arnold Irrigation District, does hereby accept the foregoing Bargain and Sale Deed conveying water rights.

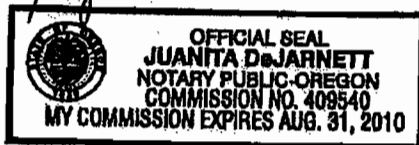
DATED this 9 day of Aug., 2010.

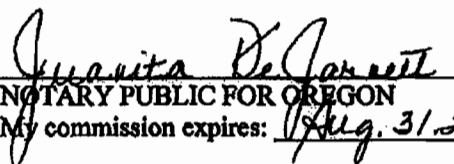
ARNOLD IRRIGATION DISTRICT

By:   
\_\_\_\_\_  
Shawn Gerdes, Manager

STATE OF OREGON, County of Deschutes) ss:

Before me, a Notary Public, personally appeared Shawn Gerdes, the above named Manager, and acknowledged the foregoing instrument on behalf of Arnold Irrigation District, before this 9th day of August, 2010.



  
\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My commission expires: Aug. 31, 2010



After recording return to:  
George W. Bradshaw  
20312 Rae Road  
Bend, OR 97702

Until a change is requested all tax statements  
shall be sent to the following address:  
George W. Bradshaw  
20312 Rae Road  
Bend, OR 97702

36 File No.: 7066-59397 (CW) *map*  
Date: November 22, 2002

FIRST AMERICAN TITLE  
INSURANCE COMPANY OF OREGON  
P.O. BOX 323  
BEND, OR 97709

### STATUTORY WARRANTY DEED

**Verne McCauley**, Grantor, conveys and warrants to **George W. Bradshaw**, the following described real property free of liens and encumbrances, except as specifically set forth herein:

**Lot 4 of PATRIA ACRES, Deschutes County, Oregon.**

**This property is free from liens and encumbrances, EXCEPT:**

Easements, Restrictions, Covenants, Conditions of record, if any.

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

The true consideration for this conveyance is **\$161,000.00**. (Here comply with requirements of ORS 93.030)

*Verne McCauley*  
Verne McCauley

DESCHUTES COUNTY OFFICIAL RECORDS  
MARY SUE PENHOLLOW, COUNTY CLERK

2002-71505



\$38.00

12/19/2002 04:03:34 PM

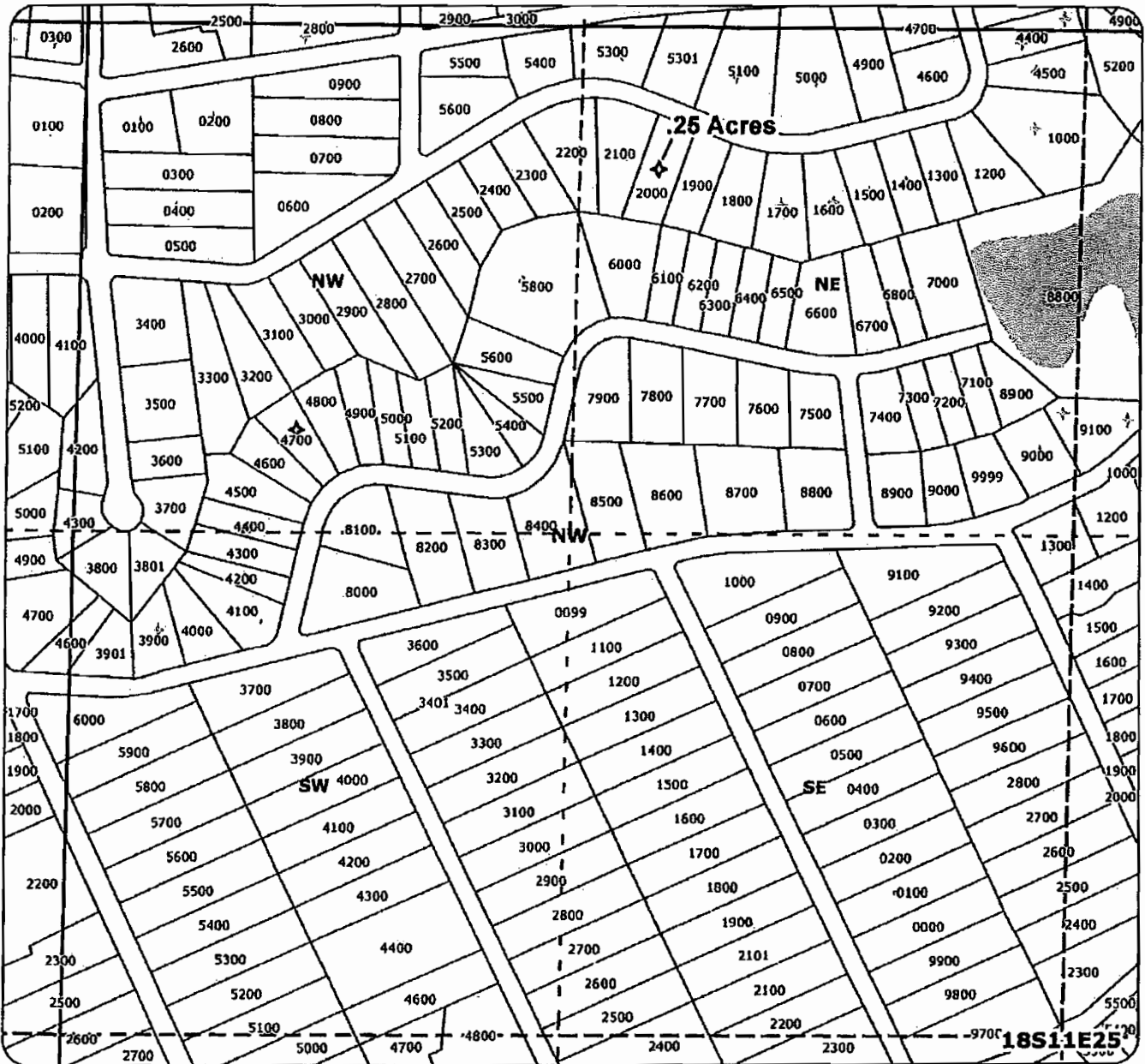
D-D Cnt=1 Stn=4 TRACY  
\$10.00 \$11.00 \$10.00 \$5.00







# 2012 Arnold Irrigation District Instream Lease Map




## Application for 1-year Instream Lease

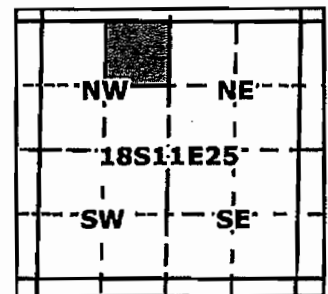
**Primary: Certificate 74197**

For:

Arnold Irrigation District  
 Taxlot 2000 - .25 Acres  
 0 Acres Remaining on Taxlot 2000  
 in 18S11E25NENW  
 Total Lease of .25 Acres

 Proposed Lease of Irrigation Rights

 Water Rights



**Geo-Spatial Solutions, Inc.**

[www.geospatialsolutions.com](http://www.geospatialsolutions.com)

Date Created: March 2012



1 inch = 400 feet

District Internal  
Notice # \_\_\_\_\_

State of Oregon  
**WATER RESOURCES DEPARTMENT**  
**NOTICE OF DISTRICT PERMANENT TRANSFER**  
**(ORS 540.580)**



**Arnold Irrigation District**  
**P.O. Box 9220**  
**Bend, Oregon 97708**  
**PHONE: 541-382-7664 FAX: 541-382-0833**

1. **WATER RIGHT**  
CERTIFICATE #74197  
PRIORITY DATE 02/01/1905 - 04/25/1905  
DESCHUTES COUNTY  
WATER RIGHT UNDER NAME OF ARNOLD IRRIGATION DISTRICT

2. **APPLICANT**  
NAME Lisa Burns  
ADDRESS 19315 Indian Summer Rd.  
ENCUMBRANCES \_\_\_\_\_

3. **TYPE OF CHANGE: PERMANENT CHANGE IN PLACE OF USE**

4. **LOCATION OF USE**  
AUTHORIZED POINT OF DIVERSION \_\_\_\_\_

**LOCATION OF AUTHORIZED PLACE OF USE**

TOWNSHIP	RANGE	SECTION	1/4, 1/4 OF SECTION	TAX LOT	# OF ACRES IRRIGATED	OTHER USE
18	11	25	NE NW	2000	.25	

5. **RECIPIENT**  
NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_

**6. LOCATION OF PROPOSED USE**

TOWNSHIP	RANGE	SECTION	1/4, 1/4 OF SECTION	TAX LOT	# OF ACRES IRRIGATED	OTHER USE

7. **EXHIBITS**  
A. Map showing the location of the present and proposed irrigated lands.

Arnold Irrigation District hereby certifies that the applicant and recipient are the deed holders of subject properties; that our files are complete with a copy of the recorded documents; that the applicant's land has been irrigated within the last five years or the right appurtenant is not subject to forfeiture, and that applicant and recipient hereby authorize the transfer proposed herein.

NOTICE IS HEREBY GIVEN that this proposed change is subject to the approval of the Water Resources Department and that the Water Resources Department may reject the transfer or may require mitigation to avoid injury to other water right holders.

ARNOLD IRRIGATION DISTRICT AND APPLICANT, HEREBY SWEAR THAT THE ABOVE NOTICE FOR TRANSFER OF WATER RIGHT AND THE STATEMENTS MADE ARE TRUE AND CORRECT.

APPLICANT: Lisa M Burns Date Nov 29, 2005  
RECIPIENT: Maan Gu Date 11/29/05  
FOR DISTRICT: \_\_\_\_\_ Date \_\_\_\_\_

63446-31



THIS SPACE RESERVED FOR RECORDER'S USE

After recording return to:  
LISA M. BURNS  
19315 INDIAN SUMMER RD  
Bend, OR 97702

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK 2004-17376



\$31.00

00264374200400173760010012

03/31/2004 02:58:09 PM

D-D Cntwl Stmt1 BECKEY  
\$5.00 \$11.00 \$10.00 \$5.00

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

LISA M. BURNS  
19315 INDIAN SUMMER RD  
Bend, OR 97702

Escrow No. BA063446LR

STATUTORY WARRANTY DEED

RAQUEL D. MOODY, Grantor(s) hereby convey and warrant to LISA M. BURNS, Grantee(s) the following described real property in the County of DESCHUTES and State of Oregon, free of encumbrances except as specifically set forth herein:

Lot Fourteen (14), Block PP, DESCHUTES RIVER WOODS, Deschutes County, Oregon.

18 11 25B0 02000

107531

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

The true and actual consideration for this conveyance is \$134,000.00.

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 30 day of March 2004.

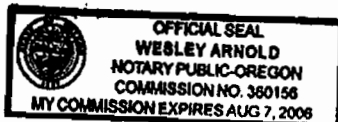
*Raquele Moody*  
RAQUEL D. MOODY

State of Oregon  
County of ~~DESCHUTES~~

This instrument was acknowledged before me on March 30, 2004 by RAQUEL D. MOODY,

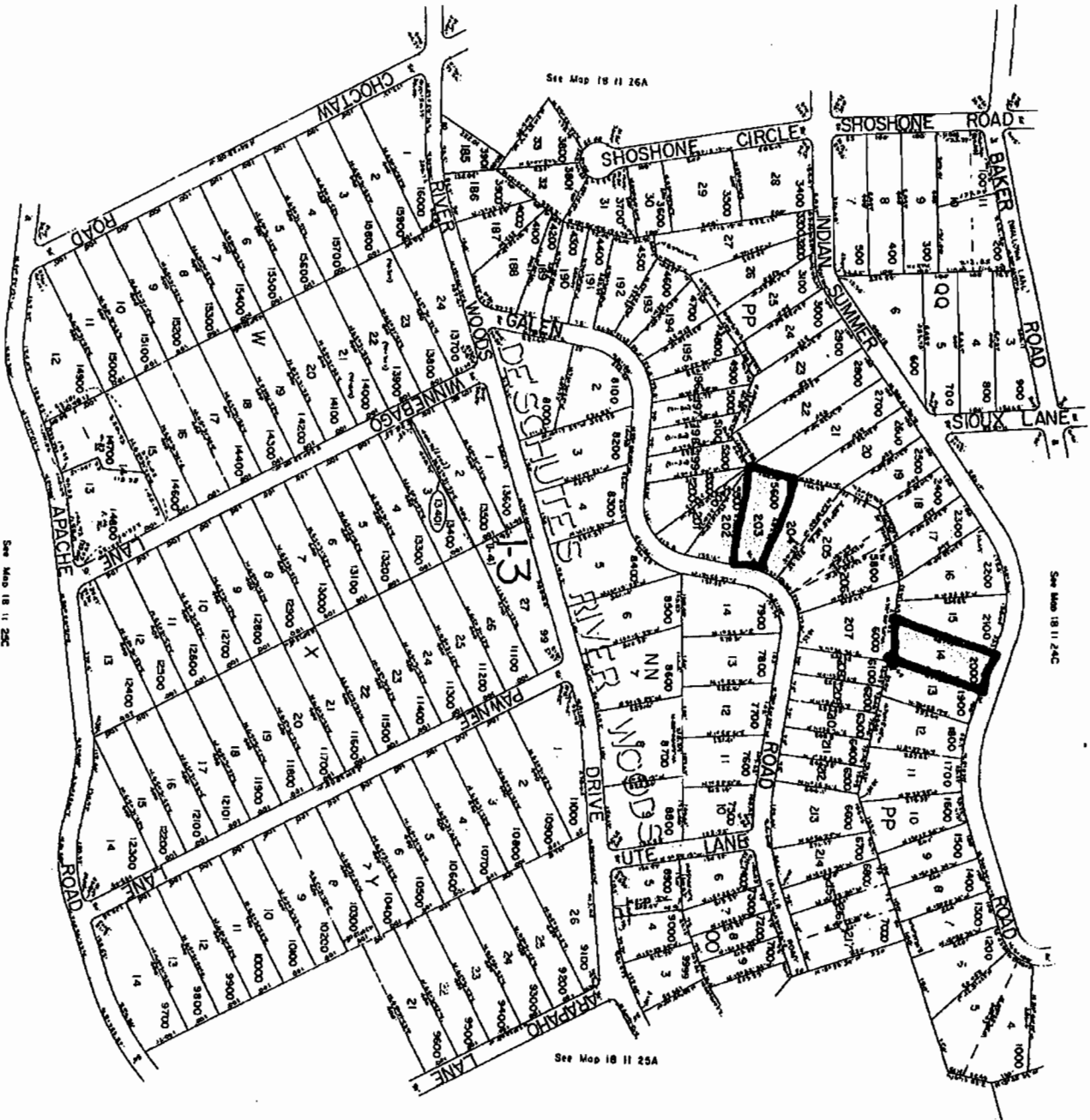
*Wes Arnold*  
(Notary Public for Oregon)

My commission expires Aug 7, 2006



After recording, return to  
AmeriTitle  
15 OREGON AVENUE, BEND

Revised Date  
 12-30-77  
 1-17-79  
 1-13-81  
 7-23-82  
 3-4-85



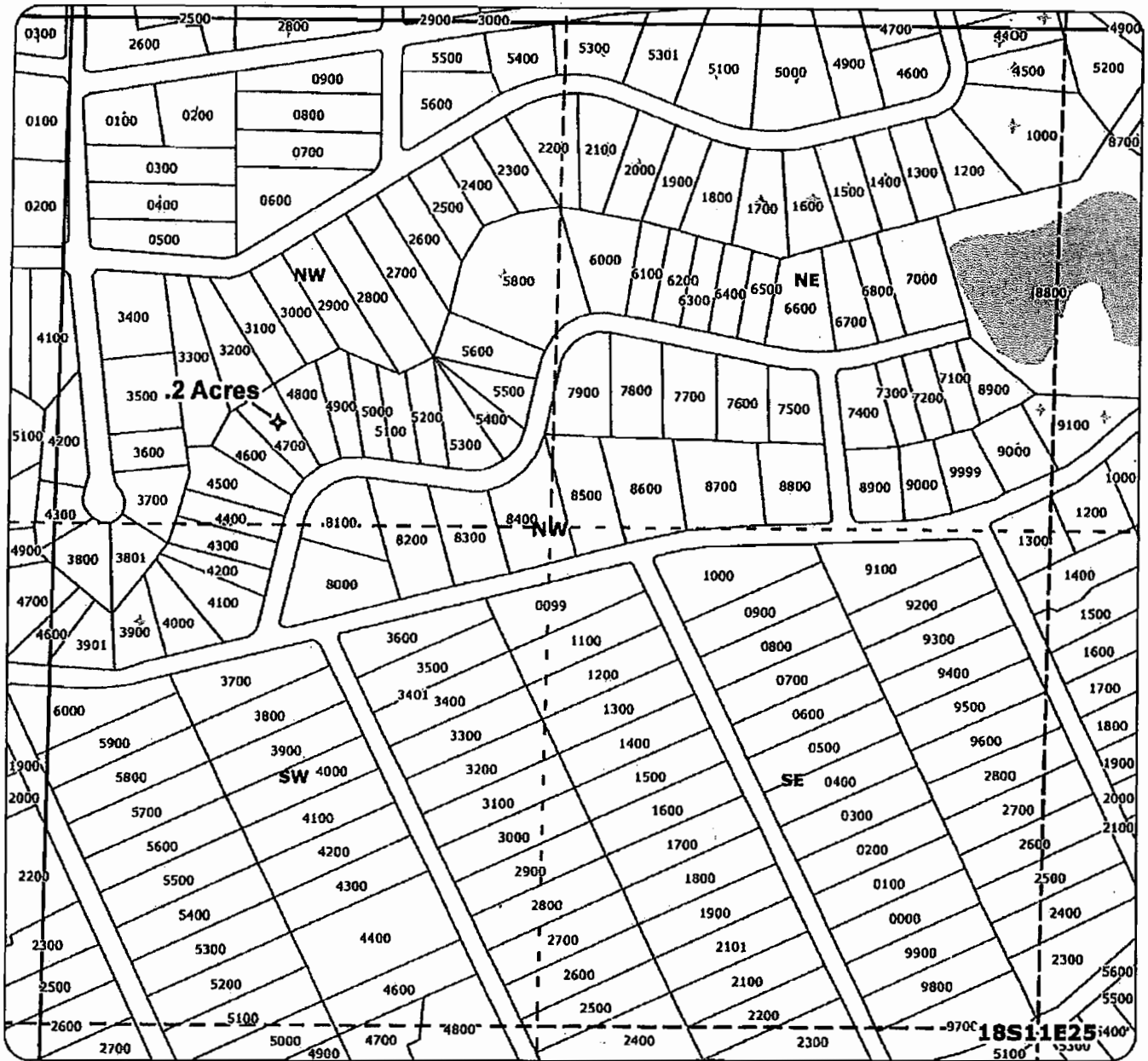
NW 1/4 SEC 25 T8S, R11E, W1M,  
 DESCHUTES COUNTY  
 1:1,200

Contained therein 1,430.00,  
 500.00, 630.00, 3,700.00, 12,500.00,  
 11.00.



18 11 25B

18 11 25C

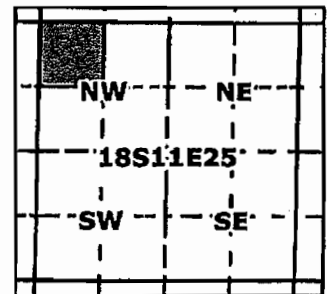
# 2012 Arnold Irrigation District Instream Lease Map



## Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights

For:  
 Arnold Irrigation District  
 Taxlot 4700 - .2 Acres  
 0 Acres Remaining on Taxlot 4700  
 in 18S11E25NWNW  
 Total Lease of .2 Acres



State of Oregon  
WATER RESOURCES DEPARTMENT  
NOTICE OF DISTRICT PERMANENT TRANSFER  
(ORS 540.580)



Arnold Irrigation District  
P.O. Box 9220  
Bend, Oregon 97708  
PHONE: 541-382-7664 FAX: 541-382-0833

1. WATER RIGHT  
CERTIFICATE #74197  
PRIORITY DATE 02/01/1905 - 04/25/1905  
DESCHUTES COUNTY  
WATER RIGHT UNDER NAME OF ARNOLD IRRIGATION DISTRICT

2. APPLICANT  
NAME LESLIE R. HANSEN  
ADDRESS 19242 GALEN RD., BEND, OR 97702  
ENCUMBRANCES \_\_\_\_\_

3. TYPE OF CHANGE: PERMANENT CHANGE IN PLACE OF USE

4. LOCATION OF USE  
AUTHORIZED POINT OF DIVERSION \_\_\_\_\_

LOCATION OF AUTHORIZED PLACE OF USE

TOWNSHIP	RANGE	SECTION	¼, ¼ OF SECTION	TAX LOT	# OF ACRES IRRIGATED	OTHER USE
18	11	25	NW NW	4700	.20	

5. RECIPIENT  
NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_

6. LOCATION OF PROPOSED USE

TOWNSHIP	RANGE	SECTION	¼, ¼ OF SECTION	TAX LOT	# OF ACRES IRRIGATED	OTHER USE

7. EXHIBITS  
A. Map showing the location of the present and proposed irrigated lands.

Arnold Irrigation District hereby certifies that the applicant and recipient are the deed holders of subject properties; that our files are complete with a copy of the recorded documents; that the applicant's land has been irrigated within the last five years or the right appurtenant is not subject to forfeiture, and that applicant and recipient hereby authorize the transfer proposed herein.

NOTICE IS HEREBY GIVEN that this proposed change is subject to the approval of the Water Resources Department and that the Water Resources Department may reject the transfer or may require mitigation to avoid injury to other water right holders.

ARNOLD IRRIGATION DISTRICT AND APPLICANT, HEREBY SWEAR THAT THE ABOVE NOTICE FOR TRANSFER OF WATER RIGHT AND THE STATEMENTS MADE ARE TRUE AND CORRECT.

APPLICANT: Leslie R Hansen Date 2-4-04  
 RECIPIENT: Arnold Hansen Date 3/17/04  
 FOR DISTRICT: \_\_\_\_\_ Date \_\_\_\_\_

6685 35-

97-34958

463 = 1081

WARRANTY DEED

JEFFERY A. MOORE AND JEWELLE A. MOORE, Grantor(s) hereby grant, bargain, sell and convey to: LESLIE R. HANSEN, 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:

LOT ONE HUNDRED NINETY-FOUR (194), BLOCK PP, DESCHUTES RIVER WOODS, DESCHUTES COUNTY, OREGON.

TAX ACCOUNT NO.: 18-11-2580 04700

SUBJECT TO: all those items of record and those apparent upon the land, if any, as of the date of this deed and those shown below, if any; and the grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

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 \$ 16,800.00.

Until a change is requested, all tax statements shall be sent to Grantee at the following address: 19242 Galen Rd, Bend, OR 97702

Dated this 15 day of Aug, 1997

Handwritten signatures of Jeffery A. Moore and Jewelle A. Moore with printed names below.

STATE OF Oregon ss. August 15 19 97 COUNTY OF Was

Personally appeared the above named Jeffery A Moore and Jewelle A. Moore

and acknowledged the foregoing instrument to be a voluntary act.



Before me: Laurie Jewell Notary Public for Oregon My commission expires Nov. 7, 1999

(seal)

ESCROW NO. SB006685DS

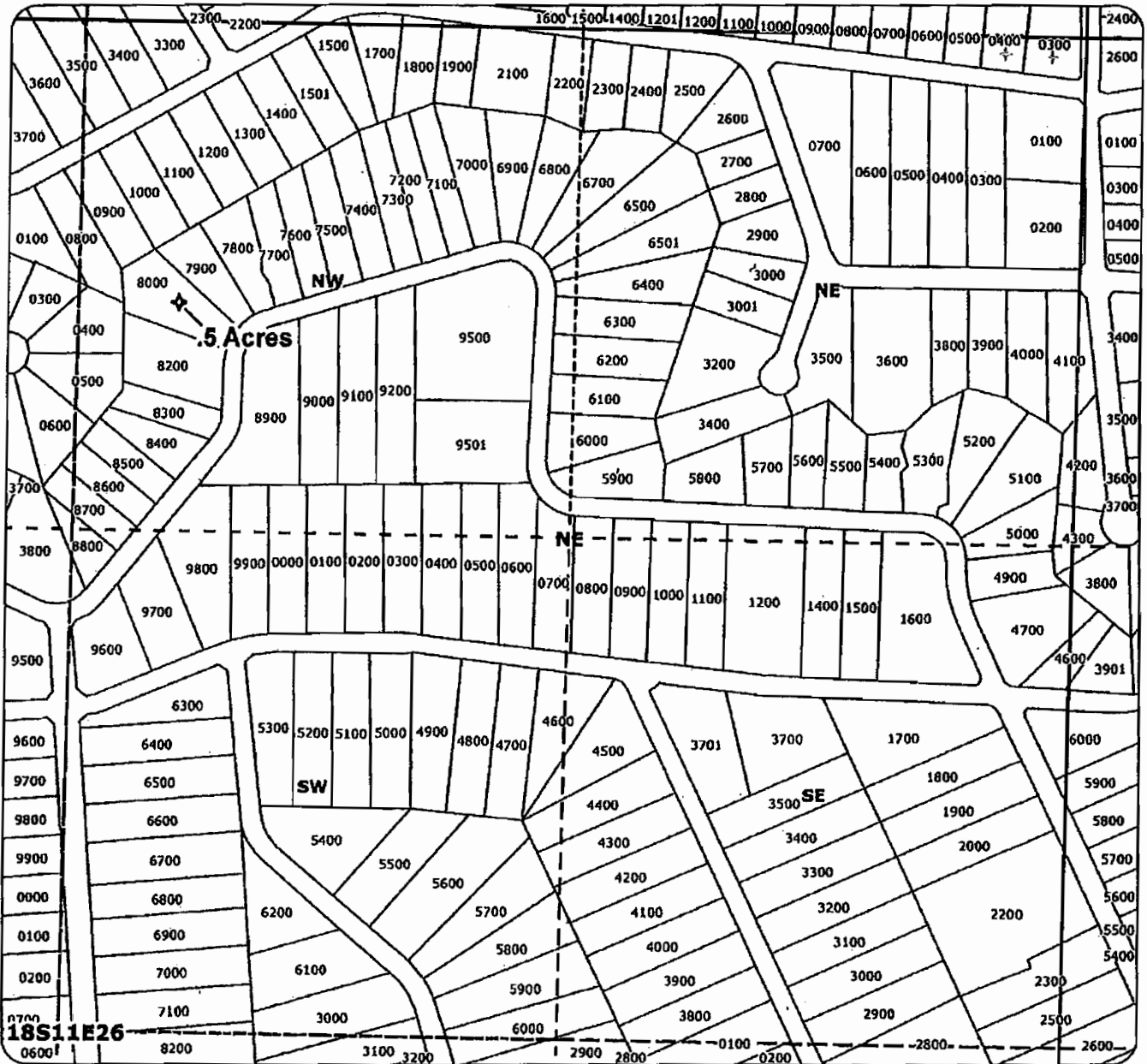
Return to: LESLIE R. HANSEN After recording, return to AmeriTitle 15 OREGON AVENUE, BEND

STATE OF OREGON ) ss. I, MARY SUE FENBELLOW, COUNTY CLERK AND RECORDER OF CONVEYANCES, IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECORDED THIS DATE: 97 SEP 24 PM 4: 09 MARY SUE FENBELLOW COUNTY CLERK



BY: [Signature] DEPUTY NO. 97-34958 RE-35- DESCHUTES COUNTY OFFICIAL RECORDS



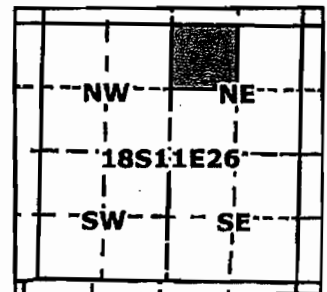
# 2012 Arnold Irrigation District Instream Lease Map



## Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights

For:  
 Arnold Irrigation District  
 Taxlot 8000 - .5 Acres  
 0 Acres Remaining on Taxlot 8000  
 in 18S11E26NWNE  
 Total Lease of .5 Acres



District Internal  
Notice # \_\_\_\_\_

State of Oregon  
**WATER RESOURCES DEPARTMENT**  
**NOTICE OF DISTRICT PERMANENT TRANSFER**  
**(ORS 540.580)**

Page 3



**Arnold Irrigation District**  
P.O. Box 9220  
Bend, Oregon 97708  
PHONE: 541-382-7664 FAX: 541-382-0833

1. **WATER RIGHT**  
CERTIFICATE #74197  
PRIORITY DATE 02/01/1905 - 04/25/1905  
DESCHUTES COUNTY  
WATER RIGHT UNDER NAME OF ARNOLD IRRIGATION DISTRICT.

2. **APPLICANT**  
NAME DENNIS FIORE  
ADDRESS 19038 CHOCTAW RD.  
ENCUMBRANCES \_\_\_\_\_

3. **TYPE OF CHANGE:** PERMANENT CHANGE IN PLACE OF USE

4. **LOCATION OF USE**  
AUTHORIZED POINT OF DIVERSION \_\_\_\_\_

**LOCATION OF AUTHORIZED PLACE OF USE**

TOWNSHIP	RANGE	SECTION	¼, ¼ OF SECTION	TAX LOT	# OF ACRES IRRIGATED	OTHER USE
18	11	26	NW NE	08000	.50	

5. **RECIPIENT**  
NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_

**6. LOCATION OF PROPOSED USE**

TOWNSHIP	RANGE	SECTION	¼, ¼ OF SECTION	TAX LOT	# OF ACRES IRRIGATED	OTHER USE

**7. EXHIBITS**

- A. Map showing the location of the present and proposed irrigated lands.

Arnold Irrigation District hereby certifies that the applicant and recipient are the deed holders of subject properties; that our files are complete with a copy of the recorded documents; that the applicant's land has been irrigated within the last five years or the right appurtenant is not subject to forfeiture, and that applicant and recipient hereby authorize the transfer proposed herein.

NOTICE IS HEREBY GIVEN that this proposed change is subject to the approval of the Water Resources Department and that the Water Resources Department may reject the transfer or may require mitigation to avoid injury to other water right holders.

ARNOLD IRRIGATION DISTRICT AND APPLICANT, HEREBY SWEAR THAT THE ABOVE NOTICE FOR TRANSFER OF WATER RIGHT AND THE STATEMENTS MADE ARE TRUE AND CORRECT.

APPLICANT: \* Dennis Fiore \* 3/17/05  
Name Date  
RECIPIENT: Stam Allen 3/17/05  
Name Date  
FOR DISTRICT: \_\_\_\_\_  
Name Date

8/1/02



After recording return to:  
Dennis J. Fiore  
19038 Choctaw Road  
Bend, OR 97702

Until a change is requested all tax statements  
shall be sent to the following address:  
Dennis J. Fiore  
19038 Choctaw Road  
Bend, OR 97702

36 File No.: 7061-77291 (MSR) *on*  
Date: December 12, 2002  
FIRST AMERICAN TITLE  
INSURANCE COMPANY OF OREGON  
P.O. BOX 329  
BEND, OR 97709

THIS SPACE RESERVED FOR RECORDER'S USE

DESCHUTES COUNTY OFFICIAL RECORDS  
MARY SUE PENHOLLOW, COUNTY CLERK

2002-73841

\$36.00

00125145200200738410020025

12/31/2002 12:53:03 PM

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

### STATUTORY WARRANTY DEED

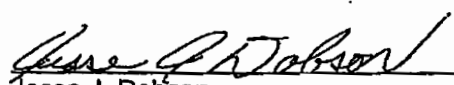
Jesse J. Dobson and Roxanne M. Dobson, as tenants by the entirety, Grantor, conveys and warrants to Dennis J. Fiore, the following described real property free of liens and encumbrances, except as specifically set forth herein:

Lot 150 in Block PP of DESCHUTES RIVER WOODS, Deschutes County, Oregon.

This property is free from liens and encumbrances, EXCEPT: The premises fall within the boundaries of ARNOLD Irrigation District and are subject to rules and regulations thereof.

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

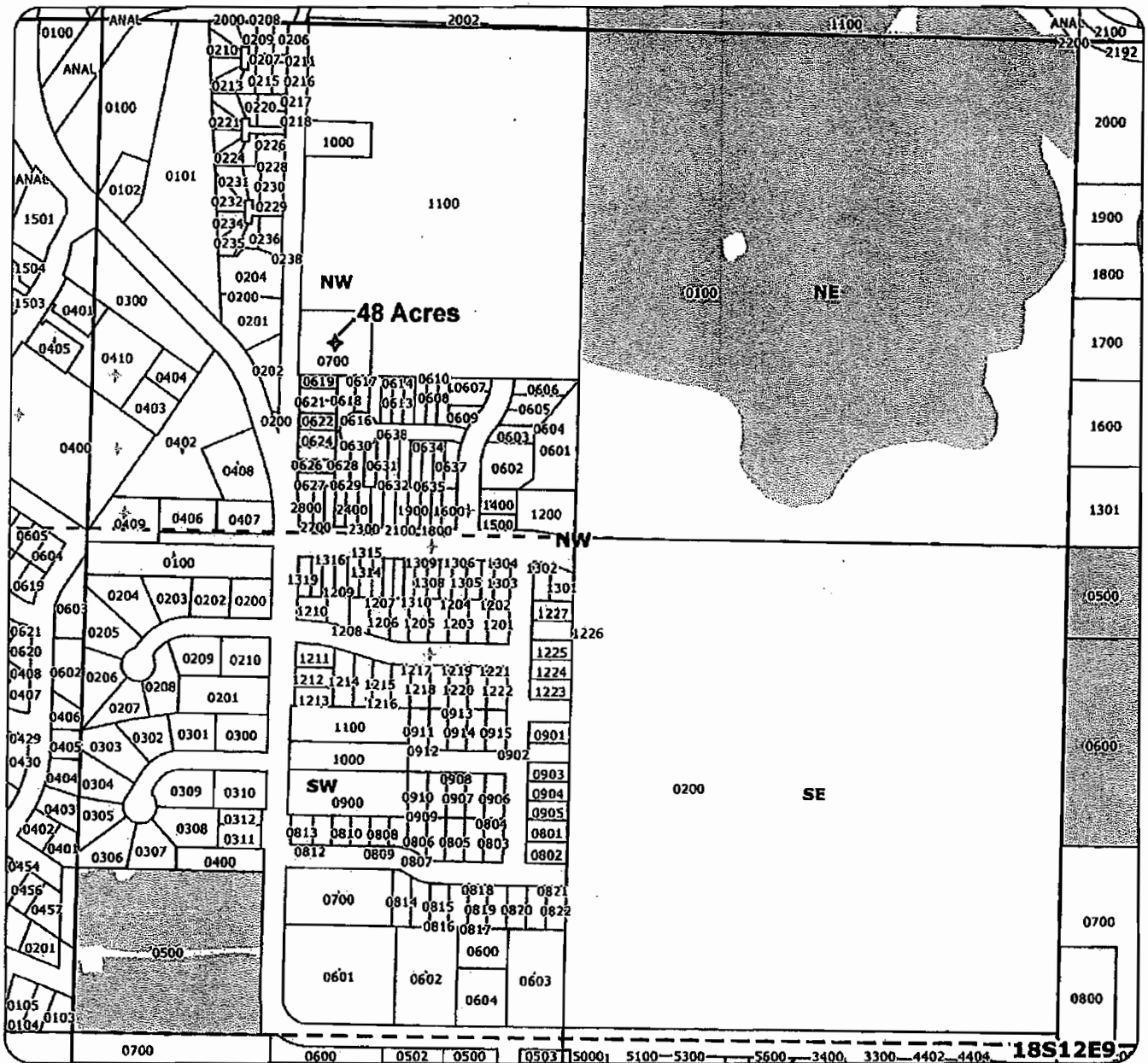
The true consideration for this conveyance is \$111,000.00. (Here comply with requirements of ORS 93.030)

  
Jesse J. Dobson



  
Roxanne M. Dobson



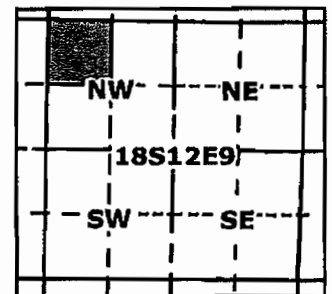
# 2012 Arnold Irrigation District Instream Lease Map



## Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights

For:  
 Arnold Irrigation District  
 Taxlot 700 - .48 Acres  
 0 Acres Remaining on Taxlot 700  
 in 18S12E9NWNW  
 Total Lease of .48 Acres



Geo-Spatial Solutions, Inc.

[www.geospatialsolutions.com](http://www.geospatialsolutions.com)

Date Created: March 2012



1 Inch = 400 feet

District Internal  
Notice # \_\_\_\_\_

State of Oregon  
**WATER RESOURCES DEPARTMENT**  
**NOTICE OF DISTRICT PERMANENT TRANSFER**  
**(ORS 540.580)**



**Arnold Irrigation District**  
P.O. Box 9220  
Bend, Oregon 97708  
PHONE: 541-382-7664 FAX: 541-382-0833

1. **WATER RIGHT**  
CERTIFICATE #74197  
PRIORITY DATE 02/01/1905 -- 04/25/1905  
DESCHUTES COUNTY  
WATER RIGHT UNDER NAME OF ARNOLD IRRIGATION DISTRICT
2. **APPLICANT**  
NAME Central Oregon Investors, LLC  
ADDRESS 1750 SW Harbor Way, Suite 310 - Portland, OR 97201  
ENCUMBRANCES none
3. **TYPE OF CHANGE: PERMANENT CHANGE IN PLACE OF USE**
4. **LOCATION OF USE**  
AUTHORIZED POINT OF DIVERSION \_\_\_\_\_

**LOCATION OF AUTHORIZED PLACE OF USE**

TOWNSHIP	RANGE	SECTION	¼, ½ OF SECTION	TAX LOT	# OF ACRES IRRIGATED	OTHER USE
18	12	09	BB	00700	.48	Irrigation

5. **RECIPIENT**  
NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_

**6. LOCATION OF PROPOSED USE**

TOWNSHIP	RANGE	SECTION	¼, ½ OF SECTION	TAX LOT	# OF ACRES IRRIGATED	OTHER USE

7. **EXHIBITS**  
A. Map showing the location of the present and proposed irrigated lands.

Arnold Irrigation District hereby certifies that the applicant and recipient are the deed holders of subject properties; that our files are complete with a copy of the recorded documents; that the applicant's land has been irrigated within the last five years or the right appurtenant is not subject to forfeiture, and that applicant and recipient hereby authorize the transfer proposed herein.

NOTICE IS HEREBY GIVEN that this proposed change is subject to the approval of the Water Resources Department and that the Water Resources Department may reject the transfer or may require mitigation to avoid injury to other water right holders.

ARNOLD IRRIGATION DISTRICT AND APPLICANT HEREBY SWEAR THAT THE ABOVE NOTICE FOR TRANSFER OF WATER RIGHT AND THE STATEMENTS MADE ARE TRUE AND CORRECT.

APPLICANT: \_\_\_\_\_ Name \_\_\_\_\_ Date 6-20-08  
RECIPIENT: \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_\_  
FOR DISTRICT: Juanita DeJarnett Name \_\_\_\_\_ Date June 25, 2008

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2008-30003



\$41.00

07/15/2008 04:01:48 PM

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

**BARGAIN AND SALE DEED**

Please Return to:  
Juanita DeJarnett  
Arnold Irrigation District  
P.O. Box 9220  
Bend, OR 97708-9220

Unless a change is requested,  
All tax statements shall be sent to:  
Arnold Irrigation District  
P.O. Box 9220  
Bend, OR 97708-9220

The true consideration for this transfer is forgiveness of future annual assessments.

Central Oregon Investors, LLC, Grantor, by and through its Member, Brent Keys,  
conveys to Arnold Irrigation District, Grantee, the following described real property:

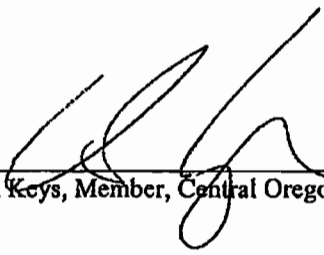
0.48 acres of Arnold Irrigation District water rights located upon the following described  
real property, to-wit:

\*\* 181209BB00700

(See the attached Exhibit "A" for a more detailed description of the property.)"

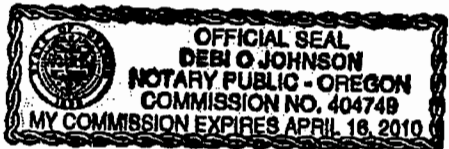
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON  
TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF  
ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS  
INSTRUMENT DOES NOT ALLOW THE USE OF THE PROPERTY DESCRIBED IN THIS  
INSTRUMENT IN VIOLATION OF APPLICABLE 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARM OR FOREST  
PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF  
NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS  
2005 (BALLOT MEASURE 37 (2004)).


Signed this 19 day of June, 2008.

  
Brent Keys, Member, Central Oregon Investors, LLC

STATE OF OREGON, County of Deschutes) ss:

SIGNED before me on the 19 day of June, 2008, by Brent Keys  
Grantor.



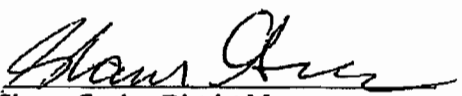
  
NOTARY PUBLIC FOR OREGON  
My commission expires: 4/16/10

ACCEPTANCE

Shawn Gerdes, District Manager, Arnold Irrigation District, does hereby accept the foregoing Bargain and Sale Deed conveying water rights.

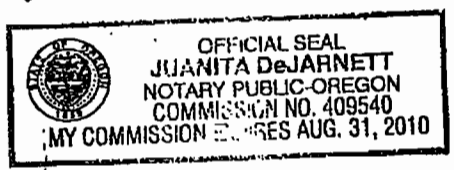
DATED this 1st day of July, 2008.

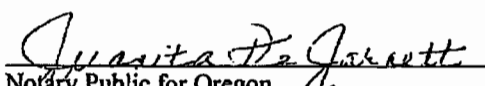
Arnold Irrigation District

By:   
Shawn Gerdes, District Manager

STATE OF OREGON, County of Deschutes ) ss.

Before me, a Notary Public, personally appeared Shawn Gerdes the above-named manager, and acknowledged the foregoing instrument on behalf of Arnold Irrigation District. Before me this 1st day of July, 2008.



  
Notary Public for Oregon  
My Commission Expires: Aug. 31, 2010



DESCHUTES COUNTY CLERK  
2008-02341  
1-18-2008

Exhibit "A"

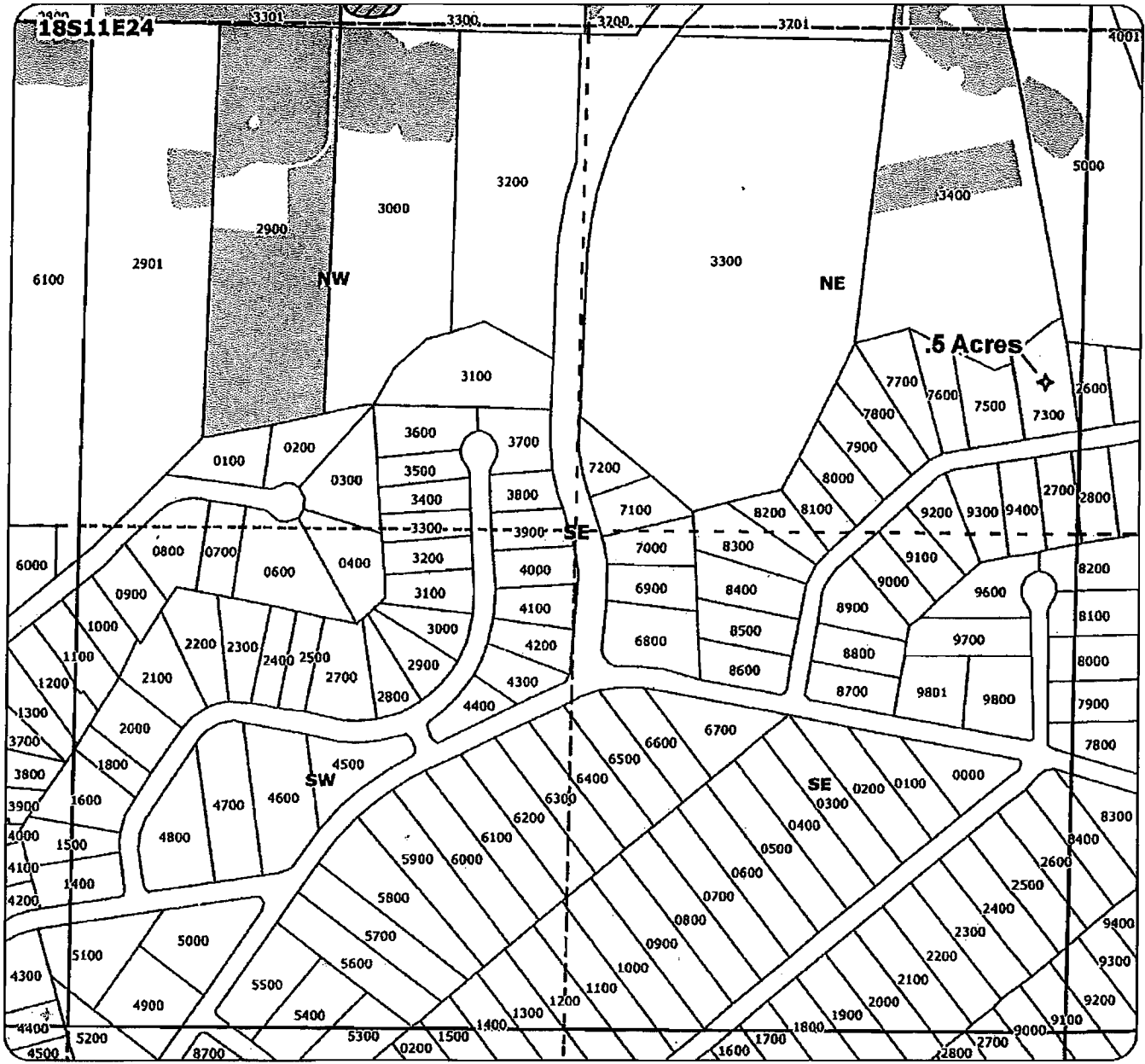
Parcel 7:

A portion of Tract Twelve (12) of the unofficial plat of CARROLL ACRES, in the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Nine (9), Township Eighteen (18) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon, described as follows: Beginning at an iron pipe at the Southwest corner of Tract Twelve 912); thence North 0° 44' 43" East for 169.66 feet to an iron pipe; thence South 89° 36' 42" East for 192.00 feet to an iron pipe; thence South 0° 44' 43" West for 169.66 feet to an iron pipe, thence North 89° 36' 42" West for 192.00 feet to the Point of Beginning.



37 page Trust Deed  
can be found on  
Deschutes Co. Clerk  
Website.

Record # 2008-02341  
Dated 1-18-2008.

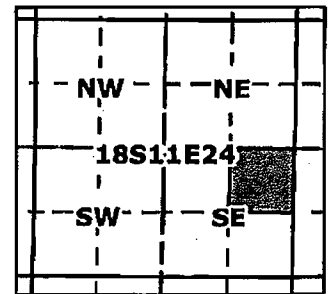
# 2012 Arnold Irrigation District Instream Lease Map



## Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights

For:  
 Arnold Irrigation District  
 Taxlot 7300 - .5 Acres  
 0 Acres Remaining on Taxlot 7300  
 in 18S11E24NESE  
 Total Lease of .5 Acres



District Internal  
Notice # \_\_\_\_\_

State of Oregon  
WATER RESOURCES DEPARTMENT  
NOTICE OF DISTRICT PERMANENT TRANSFER  
(ORS 540.580)



Arnold Irrigation District  
P.O. Box 9220  
Bend, Oregon 97708  
PHONE: 541-382-7664 FAX: 541-382-0833

- 1. WATER RIGHT  
CERTIFICATE #74197  
PRIORITY DATE 02/01/1905 - 04/25/1905  
DESCHUTES COUNTY  
WATER RIGHT UNDER NAME OF ARNOLD IRRIGATION DISTRICT

- 2. APPLICANT NAME ROBERT WOOD  
ADDRESS 19600 MANZANITA LN., BEND, OR 97702  
ENCUMBRANCES \_\_\_\_\_

- 3. TYPE OF CHANGE: PERMANENT CHANGE IN PLACE OF USE

- 4. LOCATION OF USE  
AUTHORIZED POINT OF DIVERSION \_\_\_\_\_

LOCATION OF AUTHORIZED PLACE OF USE

TOWNSHIP	RANGE	SECTION	¼, ¼ OF SECTION	TAX LOT	# OF ACRES IRRIGATED	OTHER USE
18	11	24	NE SE	7300	.50	

- 5. RECIPIENT NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_

6. LOCATION OF PROPOSED USE

TOWNSHIP	RANGE	SECTION	¼, ¼ OF SECTION	TAX LOT	# OF ACRES IRRIGATED	OTHER USE

- 7. EXHIBITS  
A. Map showing the location of the present and proposed irrigated lands.

Arnold Irrigation District hereby certifies that the applicant and recipient are the deed holders of subject properties; that our files are complete with a copy of the recorded documents; that the applicant's land has been irrigated within the last five years or the right appurtenant is not subject to forfeiture, and that applicant and recipient hereby authorize the transfer proposed herein.

NOTICE IS HEREBY GIVEN that this proposed change is subject to the approval of the Water Resources Department and that the Water Resources Department may reject the transfer or may require mitigation to avoid injury to other water right holders.

ARNOLD IRRIGATION DISTRICT AND APPLICANT, HEREBY SWEAR THAT THE ABOVE NOTICE FOR TRANSFER OF WATER RIGHT AND THE STATEMENTS MADE ARE TRUE AND CORRECT

APPLICANT: x Robert A. Wood x 3-10-06  
 Name \_\_\_\_\_ Date \_\_\_\_\_  
 RECIPIENT: Shawn Cierdes 3-10-06  
 Name Shawn Cierdes, Manager Date \_\_\_\_\_  
 FOR DISTRICT: \_\_\_\_\_  
 Name \_\_\_\_\_ Date \_\_\_\_\_

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2008-33298



\$41.00

00827713200800332980030035

08/08/2008 03:42:01 PM

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

## BARGAIN AND SALE DEED

3  
Please Return to:  
Juanita DeJarnett  
Arnold Irrigation District  
P.O. Box 9220  
Bend, OR 97708-9220

The true consideration for this transfer is forgiveness of future annual assessments.

Robert A. Wood, Grantor, conveys to ARNOLD IRRIGATION DISTRICT, Grantee, on March 10, 2006, the following described real property:

0.50 acres of Arnold Irrigation District water rights located upon the following described real property, to-wit:

18-11-24-D0-07300

(See the attached Exhibit "A" for a more detailed description of the property.)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW THE 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARM OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

Signed Nunc Pro Tunc this 10th day of March, 2006.

Robert A. Wood, Grantor

Robert A. Wood  
STATE OF OREGON, County of Deschutes) ss:

SIGNED before me on the 29 day of may, 2008, by Robert Wood, Grantor.



Juanita DeJarnett  
NOTARY PUBLIC FOR OREGON  
My commission expires: Aug. 31, 2010

ACCEPTANCE

Shawn Gerdes, District Manager, Arnold Irrigation District, does hereby accept the foregoing Bargain and Sale Deed conveying water rights..

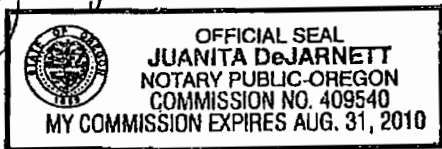
DATED this 30th day of July, 2008.

Arnold Irrigation District

By: Shawn Gerdes  
Shawn Gerdes, District Manager

STATE OF OREGON, County of Deschutes ) ss.

Before me, a Notary Public, personally appeared Shawn Gerdes the above-named manager, and acknowledged the foregoing instrument on behalf of Arnold Irrigation District. Before me this 30th day of July, 2008.



Juanita DeJarnett  
Notary Public for Oregon  
My Commission Expires: Aug. 31, 2010

14-302  
M.S.  
007/2392 00 17-14  
0-9 0000 0000 00  
0000 000 0000 0000

**Exhibit "A"**

**Lot Twenty-two (22) and East half (E 1/2) of Lot Twenty-three (23), in Block FF, Deschutes River Wood, Deschutes County, Oregon.**



170 - 2882

1. 1988-1989 Taxes; A lien not yet payable.
2. The premises under search fall within the boundaries of Arnold Irrigation District and are subject to rules, regulations, assessments and liens thereon.
3. Mortgage, including the terms and provisions thereof, in the original amount of \$26,126.00 dated April 13, 1979 and recorded April 13, 1979 in Book 266, Page 135 of Mortgage records in favor of the State of Oregon, represented and acting by the Director of Veterans' Affairs; Assumption agreement recorded July 23, 1986 in Book 128, Page 312, Deschutes County records, the unpaid balance of which indebtedness the Grantee hereby assumes and agrees to pay.

STATE OF OREGON )  
COUNTY OF DESCHUTES ) ss.

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:

00 SEP 23 PM 3:32

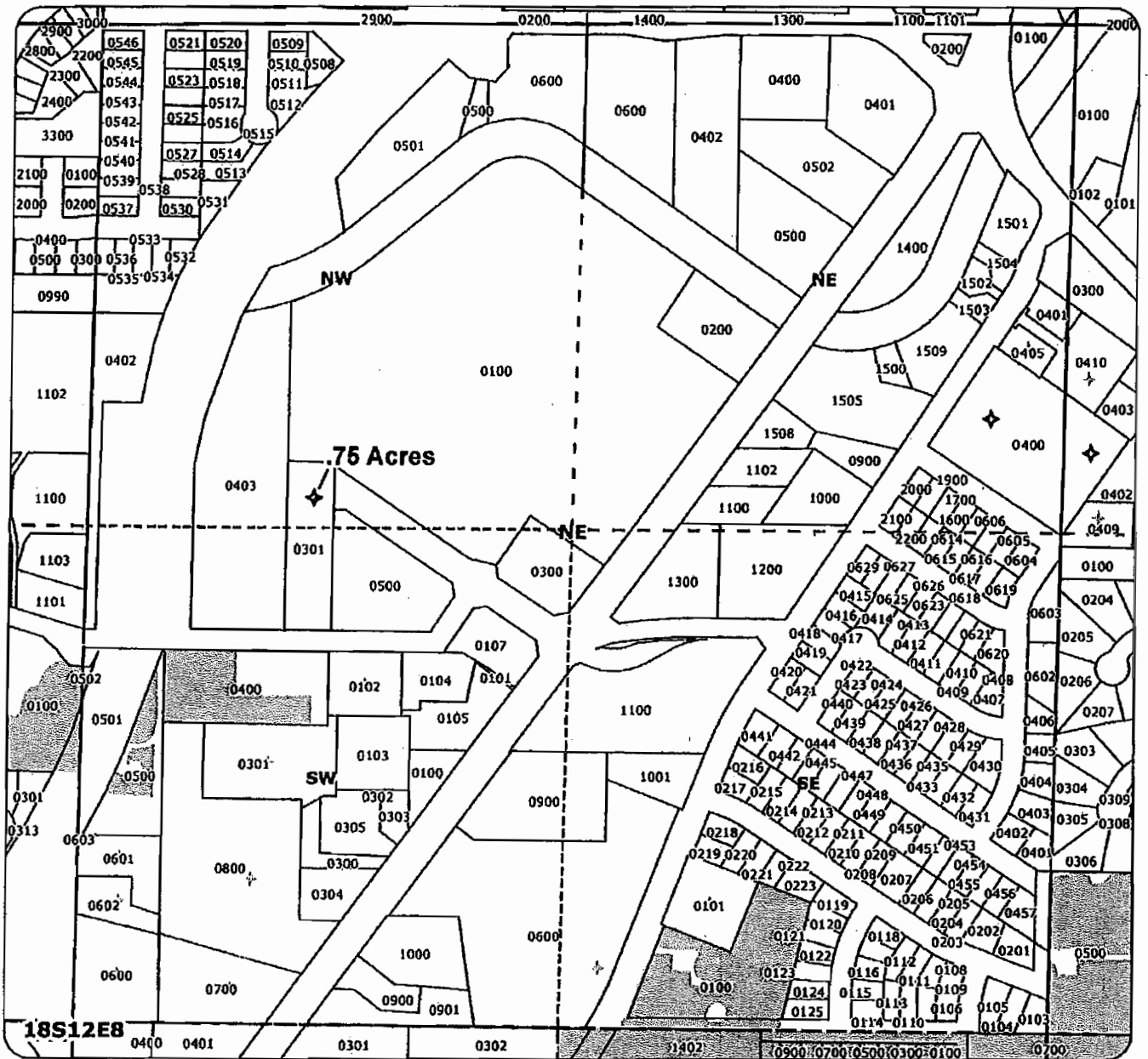
MARY SUE PENHOLLOW  
COUNTY CLERK

BY: Phew DEPUTY



NO. 88-21721 FEB 15  
DESCHUTES COUNTY OFFICIAL RECORDS



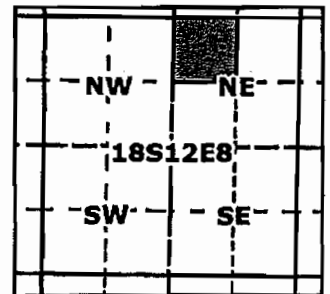
# 2012 Arnold Irrigation District Instream Lease Map



## Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights

For:  
 Arnold Irrigation District  
 Taxlot 301 - .75 Acres  
 0 Acres Remaining on Taxlot 301  
 in 18S12E8NWNE  
 Total Lease of .75 Acres



DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIRE, COUNTY CLERK

2008-33297



\$41.00

08/08/2008 03:41:54 PM

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

## BARGAIN AND SALE DEED

**Please Return to:**  
**Juanita DeJarnett**  
**Arnold Irrigation District**  
**P.O. Box 9220**  
**Bend, OR 97708-9220**

**Unless a change is requested,**  
**All tax statements shall be sent to:**  
**Arnold Irrigation District**  
**P.O. Box 9220**  
**Bend, OR 97708-9220**

The true consideration for this transfer is forgiveness of future annual assessments.

B & C Development, LLC, Grantor, conveys to ARNOLD IRRIGATION DISTRICT, Grantee, on January 31, 2005, the following described real property:

0.75 acres of Arnold Irrigation District water rights located upon the following described real property, to-wit:

\*\* 18-12-08-AB-00301

(See the attached Exhibit "A" for a more detailed description of the property.)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW THE 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARM OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

Signed Nunc Pro Tunc this 31<sup>st</sup> day of January, 2005.

Exhibit "A"

The Southerly 435.27 feet of the Easterly 105.00 feet of the Westerly 125.00 feet of the following described property:

A tract of land as platted in an allotment near the City of Bend, Deschutes County, Oregon known as "Reed Highway Acreage" Section 2, (which plat was vacated December 7, 1932) and being in Section 8, Township 18 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon, being Lot No. 21 as formerly platted, and more particularly described as follows: Starting at the initial point of the allotment survey which is the Northwest corner of the Northeast Quarter (NE 1/4) of Section 8, Township 18 South, Range 12 East of the Willamette Meridian, thence South  $00^{\circ} 36' 21''$  West for a distance of 1589.89 lineal feet to a point; thence through an angle of  $90^{\circ} 21'$  West to the left and on a bearing of  $90^{\circ}$  East for a distance of 538 lineal feet to the Southwest corner of said Lot 21 as formerly platted for a point of beginning. From this beginning point and on a bearing of  $00^{\circ} 00''$  East, run 870.53 lineal feet to the Southerly right of way line of the Central Oregon Irrigation Canal, thence Northeasterly along said right of way 290.64 feet to the Northeast corner of said Lot 21, thence 1015.01 lineal feet to the Southeast corner of Lot No. 21, thence West 250 feet to the point of beginning.

Carey M. Sheldon, Grantor

*Carey M. Sheldon*

STATE OF OREGON, County of Deschutes) ss:

SIGNED before me on the 16 day of MAY, 2008, by Carey Sheldon Grantor.



*Ronda L. Powers*

NOTARY PUBLIC FOR OREGON

My commission expires: 12/04/09

ACCEPTANCE

Shawn Gerdes, District Manager, Arnold Irrigation District, does hereby accept the foregoing Bargain and Sale Deed conveying water rights.

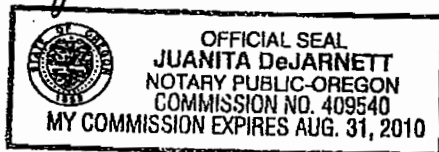
DATED this 30th day of July, 2008.

Arnold Irrigation District

By: *Shawn Gerdes*  
Shawn Gerdes, District Manager

STATE OF OREGON, County of Deschutes ) ss.

Before me, a Notary Public, personally appeared Shawn Gerdes the above-named manager, and acknowledged the foregoing instrument on behalf of Arnold Irrigation District. Before me this 30th day of July, 2008.



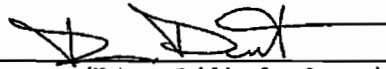
*Juanita DeJarnett*  
Notary Public for Oregon  
My Commission Expires: Aug. 31, 2010



After recording return to:  
10/05/04

STATE OF OREGON, COUNTY OF DESCHUTES ) SS.

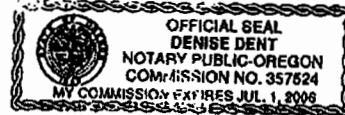
This instrument was acknowledged before me on October 13, 2004 by RUSSELL  
SCOTT, MEMBER OF SCOTT INVESTMENTS, LLC.



(Notary Public for Oregon)

My commission expires \_\_\_\_\_

TITLE NO. 15-0018704  
ESCROW NO. 15-0018704





DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2008-29526



\$41.00

00023391200800295260030033

07/11/2008 03:48:19 PM

D-D Cnt=1 Stn=1 BN

\$15.00 \$11.00 \$10.00 \$5.00

## BARGAIN AND SALE DEED

Please Return to:  
Juanita DeJarnett  
Arnold Irrigation District  
P.O. Box 9220  
Bend, OR 97708-9220

3  
Unless a change is requested,  
All tax statements shall be sent to:  
Arnold Irrigation District  
P.O. Box 9220  
Bend, OR 97708-9220

The true consideration for this transfer is forgiveness of future annual assessments.

"Circle K Ranch Limited Partnership, Grantor, by and through its manager, Patricia Kipnis, conveys to Arnold Irrigation District, Grantee, the following described real property:

0.81 acres of Arnold Irrigation District water rights located upon the following described real property, to-wit:

\*\* 181209C00800

(See the attached Exhibit "A" for a more detailed description of the property.)"

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW THE 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARM OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

Signed Nunc Pro Tunc this 12<sup>th</sup> day of October, 2004.



Patricia Kipnis  
Patricia Kipnis, Manager, Circle K Ranch Limited Partnership

STATE OF OREGON, County of Deschutes) ss:

SIGNED before me on the 19th day of May, 2008, by Patricia Kipnis, Grantor.



Juanita DeJarnett  
NOTARY PUBLIC FOR OREGON  
My commission expires: Aug. 31, 2010

ACCEPTANCE

Shawn Gerdes, District Manager, Arnold Irrigation District, does hereby accept the foregoing Bargain and Sale Deed conveying water rights.

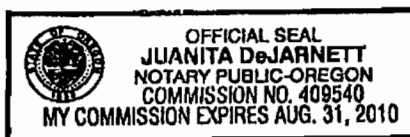
DATED this 20th day of May, 2008.

Arnold Irrigation District

By: Shawn Gerdes  
Shawn Gerdes, District Manager

STATE OF OREGON, County of Deschutes ) ss.

Before me, a Notary Public, personally appeared Shawn Gerdes the above-named manager, and acknowledged the foregoing instrument on behalf of Arnold Irrigation District. Before me this 20th day of May, 2008.



Juanita DeJarnett  
Notary Public for Oregon  
My Commission Expires: Aug. 31, 2010

Exhibit "A"

Beginning at a point on the West boundary line of Section Nine (9) a distance of 410.9 feet South of the quarter corner between Section Eight (8) and Nine (9), TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWELVE (12) EAST OF THE WILLAMETTE MERIDIAN, thence East 530 feet; thence North 110.9 feet, thence East 300 feet, thence South 255 feet, thence East 478 feet to a point on the East boundary line of the Northwest Quarter of the Southwest Quarter of Section 9, thence South on said boundary line a distance of 767.5 feet to the Southeast corner of the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of Section 9; thence West along the South boundary of the NW ¼ SW ¼ a distance of 1308 feet to the Southwest corner of the NW ¼ SW ¼; thence North along the Section line between Sections 8 and 9 a distance of 911.6 feet to the point of beginning, all in the NW ¼ SW ¼ of Section Nine (9), TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWELVE (12) EAST OF THE WILLAMETTE MERIDIAN.

EXCEPTING THEREFROM: Beginning at an iron pipe marking the Southeast corner of the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of Section Nine (9), TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWELVE (12) EAST OF THE WILLAMETTE MERIDIAN, in Deschutes County, Oregon, thence North 00° 26' 46" East along the East line of the NW ¼ SW ¼ of said Section 9, 762.72 feet to an iron rod marking the Southwest corner of a tract of land convey to Edwin I. Shaw by deed recorded in volume 127, Page 315, Deed Records for said County and State, thence North 89° 37' 26" West along the South line of said Shaw tract 478.00 feet to an iron rod; thence South 00° 26' 46" West 765.28 feet to a point on the South line of the NW ¼ SW ¼ of said Section 9; thence South 89° 55' 52" East 478.00 feet to the place of beginning.

ALSO EXCEPTING THEREFROM: That portion of the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of Section Nine (9), TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWELVE (12) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, described as follows:

Beginning at an iron rod which is 762.72 feet North 00° 26' 46" East and 478.00 feet North 89° 37' 26" West from the Southeast corner of the NW ¼ SW ¼ of said Section 9; thence South 37° 05' 14" West 338.61 feet to an iron rod; thence South 54° 16' 04" West 104.91 feet to an iron rod; thence North 82° 30' 26" West 169.23 feet to an iron rod; thence South 78° 28' 41" West 380.47 feet to an iron rod on the West line of the SW ¼ of said Section 9, thence South 00° 25' 30" West along the West line of the SW ¼ of said Section 9, a distance of 25.26 feet to the Northwest corner of the West 360.0 feet of the South 360.0 feet of the NW ¼ SW ¼ of said Section 9; thence Easterly 360.0 feet to the Northeast corner of the West 350.0 feet of the South 360.0 feet of the NW ¼ SW ¼ of said Section 9; thence South 00° 25' 30" West 360.0 feet to the Southeast corner of the West 360.0 feet of the South 360.0 feet of the NW ¼ SW ¼ of said Section 9; thence Easterly along the South line of the NW ¼ SW ¼ of said Section 9 to a point which is 478.00 feet Westerly from the Southeast corner of the NW ¼ SW ¼ of said Section, thence North 00° 26' 46" East 765.28 feet to the point of the beginning.

ALSO EXCEPTING THEREFROM: The West 360 feet of the South 360 feet of NW ¼ SW ¼ of Section Nine (9), TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWELVE (12) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon.

DESCHUTES COUNTY OFFICIAL RECORDS  
MARY SUE PENHOLLOW, COUNTY CLERK

2002-65985



\$41.00

00116812200200050050040047

11/25/2002 11:38:07 AM

D-D Cntw1 Str=3 PAM  
\$15.00 \$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.**

DESCHUTES COUNTY OFFICIAL RECORDS  
MARY SUE PENHOLLOW, COUNTY CLERK

2002-57724



\$38.00

00100040200200077240030030

10/18/2002 12:33:15 PM

D-D Cntwl Strwl JEFF  
\$10.00 \$11.00 \$10.00 \$5.00

27/11

# DESCHUTES COUNTY CLERK

## CERTIFICATE PAGE



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

DESCHUTES COUNTY OFFICIAL RECORDS  
MARY SUE PENHOLLOW, COUNTY CLERK

2002-27189



\$35.00

05/20/2002 09:38:14 AM

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

**BARGAIN AND SALE DEED**

Jerome and Patricia Kipnis, Grantors  
61395 Brosterhous Road  
Bend, OR 97702

Circle K Ranch L.P., Grantee  
61395 Brosterhous Road  
Bend, OR 97702

After recording return to:  
Hanna Strader, P.C.  
300 Columbia Financial Center  
1300 SW Sixth Avenue  
Portland, OR 97201

Re-recorded to correct legal description previously recorded in Volume 2002, page 27189.

**BARGAIN AND SALE DEED - STATUTORY FORM**

JEROME L. AND PATRICIA H. KIPNIS, HUSBAND AND WIFE, Grantors, convey to CIRCLE K RANCH LIMITED PARTNERSHIPS, an Oregon Limited Partnership, Grantee, the following real property situated in Deschutes County, Oregon to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.  
Also known as 61395 Brosterhous Road, Bend, Oregon.

The true consideration for this conveyance is: \$0. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

DATED this 26 day of April, 2002.

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.

Jerome L. Kipnis  
JEROME L. KIPNIS

Patricia H. Kipnis  
PATRICIA H. KIPNIS

State of Florida )  
County of DADE ) ss.

Personally appeared the above named Jerome Kipnis and acknowledged the foregoing to be his voluntary act and deed.

Before me this 26 day of APRIL, 2002.



Robert Jorquera  
Notary Public in and for Florida

Robert Jorquera  
Notary Name Printed Here

My Commission Expires: 2/21/2004

Until a change is requested, all tax statements shall be sent to the following address:  
Circle K Ranch, Limited Partnership  
61395 Brosterhous Road  
Bend, Oregon 97702  
acb7do:88451b031x117.wpd

Re-re-recorded to further correct legal description previously recorded in Volume 2002, page 57724

**EXHIBIT A**

**LEGAL DESCRIPTION**

~~A tract of land located in the Northeast Quarter of the Northwest Quarter of the Southwest Quarter (NE1/4 NW1/4 SW1/4) of Section Nine (9), TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWELVE (12) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, more particularly described as follows:~~

~~Commencing at the West Quarter corner of said Section 9; thence South 89° 44' 44" East along the East-West center section line, 830.00 feet to the true point of beginning, said point further being on the centerline of Brosterhaus County Road; thence continuing along said line and said centerline South 89° 44' 44" East, 159.33 feet; thence leaving said line and centerline South 00° 20' 33" West, 370.00 feet; thence North 89° 44' 44" West, 159.33 feet; thence North 00° 44' 44" East, 370 feet to the point of beginning.~~

~~TOGETHER WITH a total of .73 acres of Arnold Irrigation District water.~~

The following property situated in Deschutes County, Oregon, to-wit:

~~A tract of land located in the Northeast Quarter of the Northwest Quarter of the Southwest Quarter (NE1/4 NW1/4 SW1/4) of Section Nine (9), TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWELVE (12) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, more particularly described as follows:~~

~~Commencing at the West Quarter corner of said Section 9; thence South 89° 44' 44" East along the East-West center section line, 830.00 feet; thence South 00° 20' 33" West, 370.00 feet to the true point of beginning; thence South 89° 44' 44" West, 159.33 feet; thence North 00° 20' 33" East, 185.00 feet to the point of beginning and terminus of this description.~~

~~TOGETHER WITH a total of .73 acres of Arnold Irrigation District water.~~

A tract of land located in the Northeast Quarter of the Northwest Quarter of the Southwest Quarter (NE1/4 NW1/4 SW1/4) of Section Nine (9), TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWELVE (12) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, more particularly described as follows:

Commencing at the West Quarter corner of said Section 9; thence South 89° 44' 44" East along the East-West center section line, 830.00 feet; thence South 00° 20' 33" West, 370.00 feet to the true point of beginning; thence South 89° 44' 44" East, 159.33 feet; thence South 00° 20' 33" West, 185.00 feet; thence North 89° 44' 44" West, 159.33 feet; thence North 00° 20' 33" East, 185.00 feet to the point of beginning and terminus of this description.

TOGETHER WITH a total of .73 acres of Arnold Irrigation District water.

493 - 2571

BARGAIN AND SALE DEED	
JEROME L. KIPNIS AND PATRICIA H. KIPNIS 61395 Brosterhouse Road Bend, OR 97702	Grantors
CIRCLE K RANCH LIMITED PARTNERSHIP 61395 Brosterhouse Road Bend, OR 97702	Grantee
After recording return to:	
HANNA, KERNS & STRADER, P.C. 1300 SW Sixth Avenue, Suite 300 Portland, OR 97201	

98-20488

STATE OF OREGON )  
COUNTY OF DESCHUTES ) SS.  
I, MARY SUE PENNOLLO, COUNTY CLERK AND  
RECORDER OF CONVEYANCES, IN AND FOR SAID  
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT WAS RECORDED THIS DAY:  
98 MAY 18 AM 11:18  
MARY SUE PENNOLLO  
COUNTY CLERK

BY: *[Signature]* DEPUTY  
NO. 98-20488 FEE 40  
DESCHUTES COUNTY OFFICIAL RECORDS

BARGAIN AND SALE DEED - STATUTORY FORM

JEROME L. KIPNIS AND PATRICIA H. KIPNIS, HUSBAND AND WIFE, Grantors, convey to CIRCLE K RANCH LIMITED PARTNERSHIP, an Oregon limited partnership, Grantee, the following real property situated in Deschutes County, Oregon, to-wit:

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

Also known as 61397 Brosterhouse Road, Bend, Oregon.

The true consideration for this conveyance is: \$0. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

DATED this 20<sup>th</sup> day of April, 1998

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 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 30.950.

*[Signature]*  
Jerome L. Kipnis  
*[Signature]*  
Patricia H. Kipnis

State of Oregon }  
County of Deschutes } SS.

Personally appeared the above named Jerome L. Kipnis and Patricia H. Kipnis and acknowledged the foregoing to be their voluntary act and deed.

Before me this 20 day of April, 1998.

*[Signature]*  
Notary Public in and for Oregon  
My Commission Expires: 7-30-2001

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

CIRCLE K RANCH LIMITED PARTNERSHIP  
61395 Brosterhouse Road  
Bend, OR 97702



493 - 2572

EXHIBIT A

A tract of land (Tax Lot 502) located in the Northeast Quarter of the Southwest Quarter (NE 1/4 NW 1/4 SW 1/4) of Section Nine (9), TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWELVE (12) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, more particularly described as follows:

Commencing at the West Quarter corner of said Section 9; thence  $89^{\circ} 44' 44''$  East along the East-West center section line, 830.00 feet to the true point of beginning, said point further being on the centerline of Brosterhaus County Road; thence continuing along said line and said centerline South  $89^{\circ} 44' 44''$  East, 159.33 feet; thence leaving said line and centerline South  $00^{\circ} 20' 33''$  West, 370.00 feet; thence North  $89^{\circ} 44' 44''$  West, 159.33 feet; thence North  $00^{\circ} 44' 44''$  East, 370 feet to the point of beginning.

Exhibit A

kg:0493B014yN12.wpd(N18)



BARGAIN AND SALE DEED	
JEROME L. KIPNIS AND PATRICIA H. KIPNIS 61395 Brosterhous Road Bend, OR 97702	Grantors
CIRCLE K RANCH LIMITED PARTNERSHIP 61395 Brosterhous Road Bend, OR 97702	Grantee
After recording return to:	
HANNA, KERNS & STRADER, P.C. 1300 SW Sixth Avenue, Suite 300 Portland, OR 97201	

*Copy on*

98-20487

STATE OF OREGON )  
COUNTY OF DESCHUTES ) SS.  
I, MARY SUE PEARBLOW, COUNTY CLERK AND RECORDER OF CONVEYANCES, IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECORDED THIS DAY: 98 MAY 18 AM 11:17  
MARY SUE PEARBLOW  
COUNTY CLERK

493 2569  
BY: *Mary Sue Pearbellow*  
NO. 98-20487  
FEE 40  
DESCHUTES COUNTY OFFICIAL RECORDS

**BARGAIN AND SALE DEED - STATUTORY FORM**

JEROME L. KIPNIS AND PATRICIA H. KIPNIS, HUSBAND AND WIFE, Grantors, convey to CIRCLE K RANCH LIMITED PARTNERSHIP, an Oregon limited partnership, Grantee, the following real property situated in Deschutes County, Oregon, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.  
Also known as 61335 News Lane, Bend, Oregon.

The true consideration for this conveyance is: \$0. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

DATED this 20<sup>th</sup> day of April, 1998

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 OR LAWSuits AGAINST FARMING OR FORESTRY PRACTICES AS DEFINED IN ORS 30.930.

*Jerome L. Kipnis*  
Jerome L. Kipnis  
*Patricia H. Kipnis*  
Patricia H. Kipnis

State of Oregon }  
County of Deschutes } ss.

Personally appeared the above named Jerome L. Kipnis and Patricia H. Kipnis and acknowledged the foregoing to be their voluntary act and deed.

Before me this 20 day of April, 1998.

*Suzanne Neal*  
Notary Public in and for Oregon  
My Commission Expires: 7-30-2001

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

CIRCLE K RANCH LIMITED PARTNERSHIP  
61395 Brosterhous Road  
Bend, OR 97702



## EXHIBIT A

Beginning at a point on the West boundary line of Section Nine (9) a distance of 410.9 feet South of the quarter corner between Section Eight (8) and Nine (9), TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWELVE (12) EAST OF THE WILLAMETTE MERIDIAN, thence East 530 feet; thence North 110.9 feet, thence East 300 feet, thence South 255 feet, thence East 478 feet to a point on the East boundary line of the Northwest Quarter of the Southwest Quarter of Section 9; thence South on said boundary line a distance of 767.5 feet to the Southeast corner of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 9; thence West along the South boundary of the NW 1/4 SW 1/4 a distance of 1308 feet to the Southwest corner of the NW 1/4 SW 1/4; thence North along the Section line between Sections 8 and 9 a distance of 911.6 feet to the point of beginning, all in the NW 1/4 SW 1/4 of Section Nine (9), TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWELVE (12) EAST OF THE WILLAMETTE MERIDIAN.

EXCEPTING THEREFROM: Beginning at an iron pipe marking the Southeast corner of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section Nine (9), TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWELVE (12) EAST OF THE WILLAMETTE MERIDIAN, in Deschutes County, Oregon; thence North  $00^{\circ} 26' 46''$  East along the East line of the NW 1/4 SW 1/4 of said Section 9, 762.72 feet to an iron rod marking the Southwest corner of a tract of land conveyed to Edwin I. Shaw by deed recorded in Volume 127, Page 315, Deed Records for said County and State; thence North  $89^{\circ} 37' 26''$  West along the South line of said Shaw tract 478.00 feet to an iron rod; thence South  $00^{\circ} 26' 46''$  West 765.28 feet to a point on the South line of the NW 1/4 SW 1/4 of said Section 9; thence South  $89^{\circ} 55' 52''$  East 478.00 feet to the place of beginning.

ALSO EXCEPTING THEREFROM: That portion of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section Nine (9), TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWELVE (12) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, described as follows:

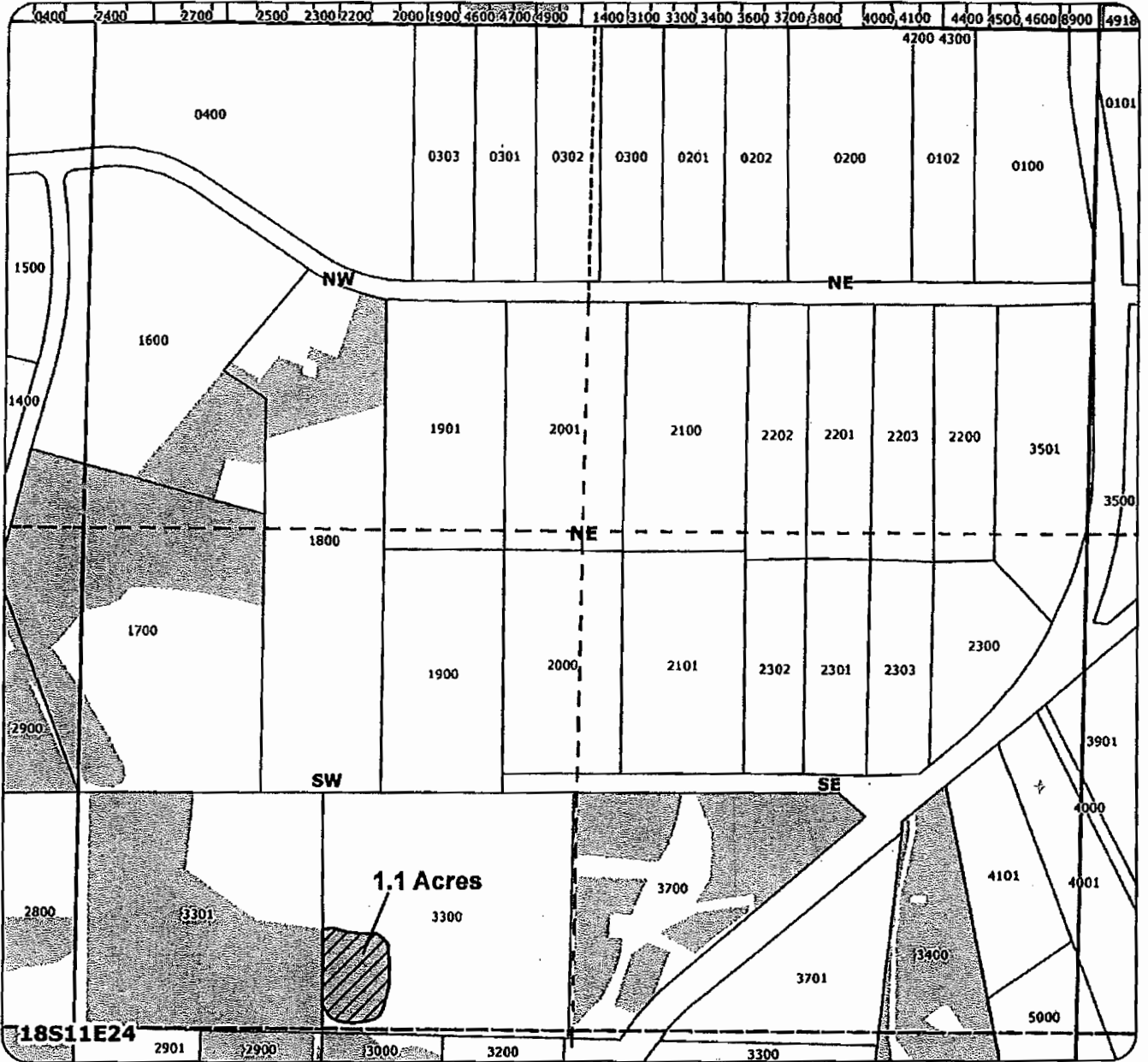
Beginning at an iron rod which is 762.72 feet North  $00^{\circ} 26' 46''$  East and 478.00 feet North  $89^{\circ} 37' 26''$  West from the Southeast corner of the NW 1/4 SW 1/4 of said Section 9; thence South  $37^{\circ} 05' 14''$  West 338.61 feet to an iron rod; thence South  $54^{\circ} 16' 04''$  West 104.91 feet to an iron rod; thence North  $82^{\circ} 30' 26''$  West 169.23 feet to an iron rod; thence South  $78^{\circ} 28' 41''$  West 380.47 feet to an iron rod on the West line of the SW 1/4 of said Section 9; thence South  $00^{\circ} 25' 30''$  West along the West line of the SW 1/4 of said Section 9, a distance of 25.26 feet to the Northwest corner of the West 360.0 feet of the South 360.0 feet of the NW 1/4 SW 1/4 of said Section 9; thence Easterly 360.0 feet to the Northeast corner of the West 360.0 feet of the South 360.0 feet of the NW 1/4 SW 1/4 of said Section 9; thence South  $00^{\circ} 25' 30''$  West 360.0 feet to the Southeast corner of the West 360.0 feet of the South 360.0 feet of the NW 1/4 SW 1/4 of said Section 9; thence Easterly along the South line of the NW 1/4 SW 1/4 of said Section 9 to a point which is 478.00 feet Westerly from the Southeast corner of the NW 1/4 SW 1/4 of said Section; thence North  $00^{\circ} 26' 46''$  East 765.28 feet to the point of beginning.

ALSO EXCEPTING THEREFROM: The West 360 feet of the South 360 feet of NW 1/4 SW 1/4 of Section Nine (9), TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWELVE (12) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon.



Exhibit A

kgc:884508015yN12.wpd(N18)

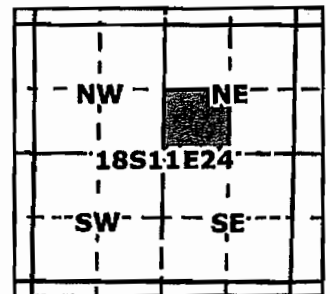
# 2012 Arnold Irrigation District Instream Lease Map



## Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights

For:  
 Arnold Irrigation District  
 Taxlot 3300 - 1.1 Acres  
 0 Acres Remaining on Taxlot 3300  
 in 18S11E24SWNE  
 Total Lease of 1.1 Acres



DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2008-22053



\$46.00

00615055200800220530040044

05/20/2008 04:19:40 PM

D-D Cnt=1 Str=2 CE

\$20.00 \$11.00 \$10.00 \$5.00

## BARGAIN AND SALE DEED

4  
Please Return to:  
Juanita DeJarnett  
Arnold Irrigation District  
P.O. Box 9220  
Bend, OR 97708-9220

Unless a change is requested,  
All tax statements shall be sent to:  
Arnold Irrigation District  
P.O. Box 9220  
Bend, OR 97708-9220

The true consideration for this transfer is forgiveness of future annual assessments.

John & Alice Cymbala, Grantors, conveys to ARNOLD IRRIGATION DISTRICT, Grantee, the following described real property: See Exhibit "A"

1.10 acres of Arnold Irrigation District water rights located upon the following described real property, to-wit:

\*\*18-11-24-00-03300

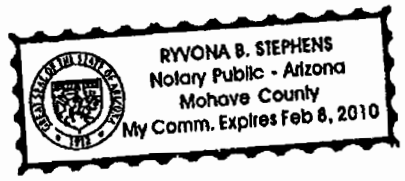
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW THE USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARM OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

DATED this 25th day of January, 2007.

[Signature]  
John Cymbala, Grantor

ARIZONA Mohave  
STATE OF OREGON, County of Deschutes) ss:

SIGNED before me on the 2<sup>nd</sup> day of FEBRUARY, 2007, by John  
Cymbala, Grantor.

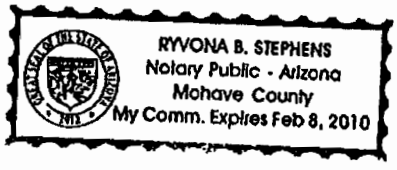


[Signature]  
NOTARY PUBLIC FOR OREGON Arizona  
My commission expires: Feb 08, 2010

[Signature]  
Alice Cymbala, Grantor

ARIZONA Mohave  
STATE OF OREGON, County of Deschutes) ss:

SIGNED before me on the 2<sup>nd</sup> day of FEBRUARY, 2007, by Alice  
Cymbala, Grantor.



[Signature]  
NOTARY PUBLIC FOR OREGON Arizona  
My commission expires: Feb 08, 2010

ACCEPTANCE

Shawn Gerdes, District Manager, Arnold Irrigation District, does hereby accept the foregoing Bargain and Sale Deed conveying water rights.

DATED this 20 day of May, 2008.

Arnold Irrigation District

By: Shawn Gerdes  
Shawn Gerdes, District Manager

STATE OF OREGON, County of Deschutes ) ss.

Before me, a Notary Public, personally appeared Shawn Gerdes the above-named manager, and acknowledged the foregoing instrument on behalf of Arnold Irrigation District. Before me this 20<sup>th</sup> day of May, 2008.



Betty E. Jaqua  
Notary Public for Oregon  
My Commission Expires: 05/15/2010

Exhibit "A"

The East Half (E ½) of a portion of the Southwest Quarter of the Northeast Quarter, (SW ¼ NE ¼) of Section Twenty-four (24), Township Eighteen (18) South, Range Eleven (11) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at a point from which the Southwest corner of Section 24 bears South 50° 25' 39" West, 5169.94 feet; thence South 0° 14' 34" West, 627.00 feet; thence South 89° 37' 11" West, 1297.66 feet; thence North 0° 11' 03" East, 618.03 feet' thence North 89° 38' 38" East, 1297.12 feet to the point of beginning.

EXCEPTING THEREFROM any portion lying in roads, streets or highways.

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2005-09225



\$36.00

00341119200500002250020022

02/16/2005 11:50:22 AM

THIS

D-D Cntml Strm4 TRACY  
\$10.00 \$11.00 \$10.00 \$5.00



36  
NIN

After recording return to:  
John W. Cymbala and Alice M.  
Cymbala  
19490 Callco Road  
Bend, OR 97702

Until a change is requested all tax statements  
shall be sent to the following address:  
John W. Cymbala and Alice M.  
Cymbala  
19490 Callco Road  
Bend, OR 97702

File No.: 7061-517539 (MSR)  
Date: February 07, 2005

### STATUTORY WARRANTY DEED

Terry L. Blackwell and Linda S. Blackwell, as tenants by the entirety, Grantor, conveys and warrants to John W. Cymbala and Alice M. Cymbala as tenants by the entirety, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

Lot 6 in Block JJ of DESCHUTES RIVER WOODS, Deschutes County, Oregon

This property is free from liens and encumbrances, EXCEPT:

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

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

The true consideration for this conveyance is **\$85,000.00**. (Here comply with requirements of ORS 93.030)

Dated this 15<sup>th</sup> day of February, 2005.

FIRST AMERICAN TITLE  
INSURANCE COMPANY OF OREGON  
P.O. BOX 323  
BEND, OR 97709





RECORDED BY WESTERN TITLE & ESCROW CO. TRUST DEED 117234-SP 329 2506

THIS TRUST DEED, made this 12th day of February, 1994, between

JOHN W. CYBALA AND ALICE M. CYBALA, husband and wife, as Grantor, WESTERN TITLE & ESCROW COMPANY, as Trustee, and PUTNAM A. MERRIAM, as Beneficiary,

WITNESSETH:

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

SEE ATTACHED EXHIBIT "A"

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

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FORTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, it not sooner paid, to be due and payable February 19, 1999.

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

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

- 1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the property.
2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and such other hazards as the beneficiary may from time to time require; in an amount not less than state land, written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.
6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.
7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.
8. It is mutually agreed that:
a. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking,

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 698.505 to 698.585.

\*\*WARNING: 12 USC 1701 regulates and may prohibit exercise of this option.

\*\*The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

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TRUST DEED

JOHN W. CYBALA & ALICE M. CYBALA

PUTNAM A. MERRIAM

After Recording Return to (Name, Address, Zip):

WESTERN TITLE & ESCROW CO. Escrow #117234-SP

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of 1994, at o'clock M., and recorded in book/reel/volume No. on page or as fee/title/instrument/microfilm/reception No. of said County.

Witness my hand and seal of County affixed.

By Deputy

which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

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

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

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.753 to 86.795.

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

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

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

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

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

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto

except none

and that the grantor will warrant and forever defend the same against all persons whomsoever.

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

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

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

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

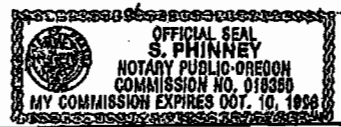
In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to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

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

*[Signatures]*  
John W. Cymbala  
Alice M. Cymbala

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

STATE OF OREGON, County of Deschutes ) ss.  
This instrument was acknowledged before me on February 15, 1994,  
by John W. Cymbala & Alice M. Cymbala  
This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_,  
as \_\_\_\_\_



*[Signature]*  
Notary Public for Oregon  
My commission expires 10-10-96

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

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

DATED: \_\_\_\_\_, 19\_\_\_\_

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

329 - 2508

Order No. 117234-SP

EXHIBIT "A"

The East Half (E1/2) of a portion of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section Twenty-four (24), Township Eighteen (18) South, Range Eleven (11) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at a point from which the Southwest corner of Section 24 bears South 50° 25' 39" West, 5169.94 feet; thence South 0° 14' 34" West, 627.00 feet; thence South 89° 37' 11" West, 1297.66 feet; thence North 0° 11' 03" East, 618.03 feet; thence North 89° 38' 38" East, 1297.12 feet to the point of beginning.

EXCEPTING THEREFROM any portion lying in roads, streets or highways.

STATE OF OREGON )  
COUNTY OF DESCHUTES ) SS.

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.

94 FEB 17 PH 3:59

MARY SUE PENHOLLOW  
COUNTY CLERK

BY: J. Wallace DEPUTY

NO. 94-06992 FEB 23 1994

DESCHUTES COUNTY OFFICIAL RECORDS

X

## Joan Smith

---

**From:** Gen Hubert <gen@deschutesriver.org>  
**Sent:** Monday, April 09, 2012 2:32 PM  
**To:** Joan Smith  
**Cc:** Jeremy Giffin  
**Subject:** AID pooled 2 of 3  
**Attachments:** AID\_PooledLegacyQC2of3\_2012.pdf

Joan,

This is attachment 2 of 3 for the Arnold pooled lease. This attachment includes the AID held (7.39 acres and maps).

Gen



State of Oregon  
Water Resources Department  
725 Summer Street NE, Suite A  
Salem, Oregon 97301-1266  
(503) 986-0900

## Application for Instream Lease

### Attachment 5: Pooled Water Right Holder Form

A summary of review criteria and procedures that are generally applicable to these applications is available at [www.wrd.state.or.us/OWRD/PUBS/forms.shtml](http://www.wrd.state.or.us/OWRD/PUBS/forms.shtml).

Pursuant to ORS 537.348(2) and OAR 690-077

Optional Identification by Lessor/Lessee: IL-1140

Lease Application Number (assigned by WRD): IL-1224

This Lease is with:

**Lessor #1 (Water Right Holder):**

Name Bend Metro Parks and Recreation

Mailing address 799 SW Columbia St

City, State, Zip Code Bend, OR 97702

Telephone number 541-389-7275

Email address \_\_\_\_\_

If additional water right holders, enter water right holder information below

Note: The section numbering associated with this form corresponds to that found on the "Standard Instream Lease Application" form. The "Pooled Lease" form and "Pooled Water Right Holder" form(s) are used to provide the same information as the "Standard Instream Lease Application" form. Consequently, the numbering on this form is not always sequential.

### ~I~ Water Right Holder and Water Right Information

- 1.1 Lessor #1 is the water right holder, or authorized agent for property described in Section 1.5. If the water right appurtenant to these lands is also appurtenant to lands owned by others who are not included in this application, then Attachment 1 (tax lot map), needs to be included.
- 1.3 For the water right(s) being leased, list all water rights appurtenant to the same lands. Indicate if there are any supplemental or overlying rights.

Certificate No. \_\_\_\_\_

- 1.4 Are some or all of the lands being leased part of a Conservation Reserve Enhancement Program.  Yes  No

- 1.5 **Water Right(s) Proposed to be Leased Instream.** Water right holder proposes to lease the water rights shown on the map attached as Exhibit 5-B and described as follows:  
[This information may be included on Exhibit 5-A, or an additional map may be attached. Crosshatch the area of water rights being leased. Attached map(s) must identify water right holder, township, range, section and ¼ ¼, tax lot number, map orientation and scale.]

T	R	Sect	¼ ¼	Tax Lot	Acres	Type of Use	Certificate #	Page(s) #	Priority*	
*(Identify pertinent page number of certificate, if certificate is greater than 10 pages; identify priority date if there is more than one per certificate)										
1.	18	11	13	NW SE	1200	2.14	IRRIG	74197	13	2/5/1905 4/25/1905
2.	18	12	03	SW SW	5600 *	3.90	IRRIG	74197	T-7653	2/5/1905 4/25/2905
3.	18	12	03	SW SW	05900	1.62	IRRIG	74197	T-7653	2/5/1905 4/25/1905
4.	18	12	03	SW SW	06000	1.58	IRRIG	74197	T-7653	2/5/1905 4/25/1905
5.										

Previous L-1140  
L-1140  
L-1140  
L-1140

Total number of acres, if for irrigation, by certificate and priority date: 9.24 ac

Condition or other limitations, if any: \_\_\_\_\_

↳ ALL previously L-1140

\* Tax lot 5600 is further broken down into 5600/1.89 ac, 5700/0.87 ac, 5800/1.66 ac  
If you need to enter another leased right, please use the Additional Water Right Form for Pooled Water Right Holder.

**1.6 Validity of rights. Lessor(s) attests (mark one) that:**

- The water has been used over the past five years according to the terms and conditions of the water right certificate or as an instream water right or
- The water has not been used over the past five years according to the terms and conditions of the water right certificate, however the water right is not subject to forfeiture under ORS 540.610(2)(\_) (include necessary supporting documentation as Attachment 3).

**~II~ Instream Water Right Information**

**2.3 Term of lease.** This lease shall terminate on October 31, 2012. (If there is a conflict between the Pooled Lease Form and this form, the Pooled Lease Form will be the official term of the lease.)

**~III~ Other Information**

- 3.1 Accuracy.** The Undersigned Lessor(s) and Lessee(s) declare that, to the best of their knowledge and belief, the information contained in this application is true, correct and complete. If after the lease order is signed, any information is determined to be false, the lease order may be modified or terminated. The lease only exercises the water rights being leased, for the term of the lease. It shall not be construed to overcome any claim that the water right may otherwise be subject to forfeiture for nonuse pursuant to ORS 540.610 during the period of time prior to the execution of the lease.
- 3.2 Lease.** Lessor(s) and Lessee(s) agree to lease the water rights listed in Section(s) 1.5 for instream use for the term of this lease through Lessee to the Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077.
- 3.3 Precedent.** If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077 a new injury review shall be

required, and a prior short term lease shall not set a precedent for the amount of water to be leased or transferred instream.

3.4 **Suspension of original use.** During the period of the lease, the water right holder agrees to suspend use of water allowed under the subject water rights and under any water right that is supplemental to the subject water rights.

3.5 **Termination provision.**

For multiyear leases, the Lessor(s) shall have the option of terminating the lease each year with written notice to the Department. The lease may be terminated at any time during the calendar year. However, if the termination request is received less than 30-days prior to the period of allowed instream use or after the period of allowed use has begun for the water right(s) being leased, water may not be used under the right(s) leased until the following calendar year, unless the Director determines that enlargement would not occur. The Department may also require:

- Written notice to the Department with original signatures;
- Consent by all parties to the lease; and/or
- Written notice to the Watermaster's office.

For multiyear leases, the lessor shall not have the option of terminating the lease, without consent by all parties to the lease.

3.6 **Modification to prevent injury.** Allocation of water to the instream use described in Section 2.2 during the term of this lease is not reasonably expected to cause injury to other rights to use water from the same source. If injury is found after this lease is signed, the lease may be modified or terminated to prevent injury.

Lessor #1: Don Horton Date: 2/23/12  
Don Horton for Bend Metro Parks & Recreation

For additional Lessors, type in space for signature and date

Lessor #2: \_\_\_\_\_ Date: \_\_\_\_\_  
Shawn Gerdes for Arnold Irrigation District

Other Attachments As Needed:

Exhibit 5-A: Tax Lot Map. (See instructions.)

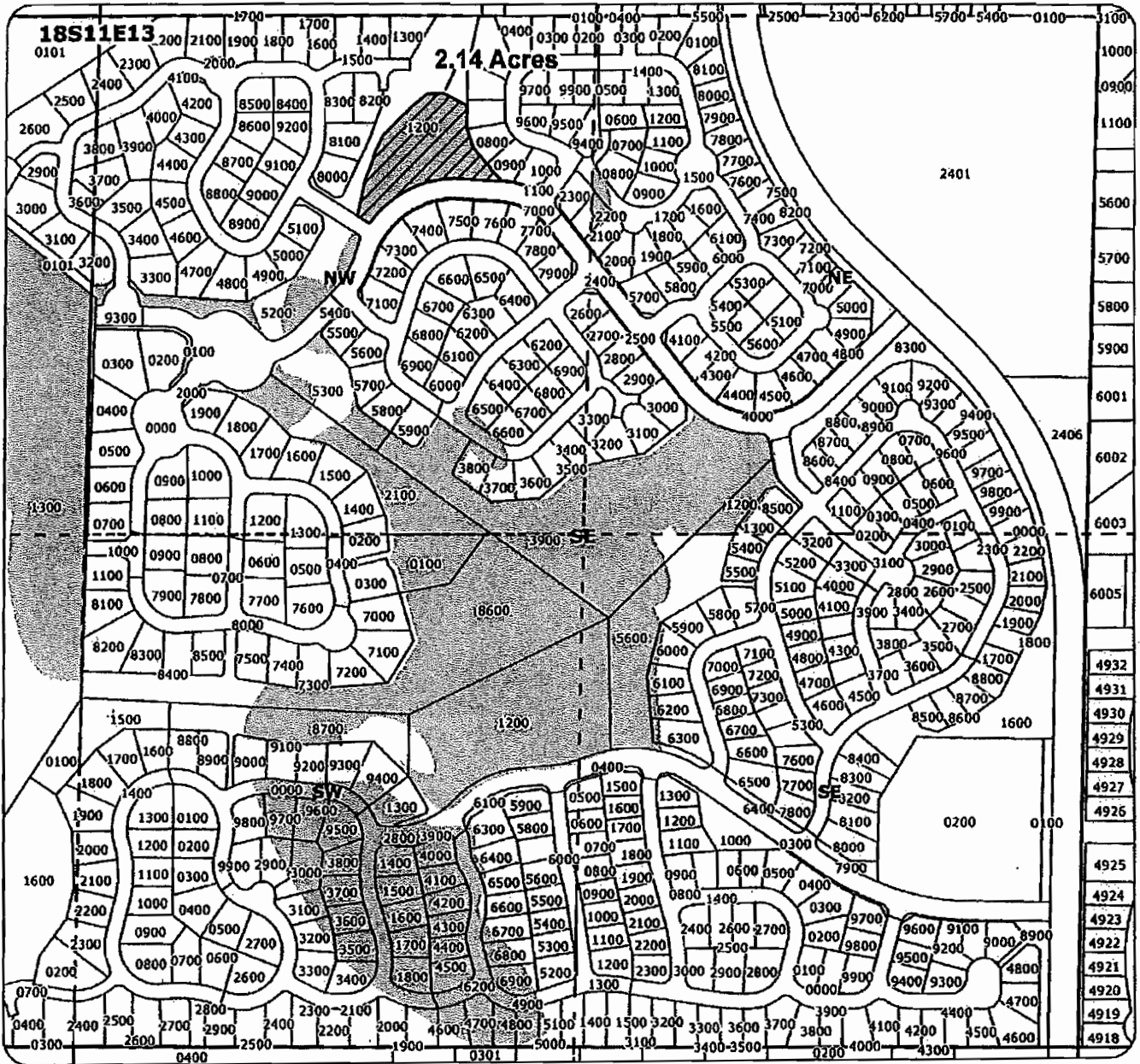
Exhibit 5-B: Detailed map illustrating lands under subject rights to be leased; required if only part of a right is being leased instream. Exhibits 5-A and 5-B may be combined into a single map. (See instructions.)

Exhibit 5-C: Supporting documentation indicating why a right is valid and not subject to forfeiture even though the right has not been exercised for five or more consecutive years (required if the second box in Section 1.6 of this form is checked)

Exhibit 5-D: Split Season Instream Use Form





# 2012 Arnold Irrigation District Instream Lease Map

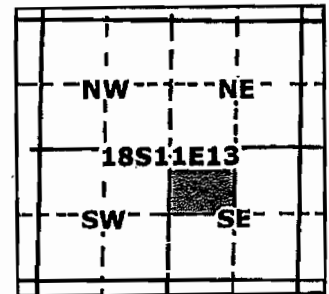


## Application for 1-year Instream Lease

**Primary: Certificate 74197**

-  Proposed Lease of Irrigation Rights
-  Water Rights

For:  
 Bend Metro Parks and Recreation  
 Taxlot 1200 - 2.14 Acres  
 0 Acres Remaining on Taxlot 1200  
 in 18S11E13NWSE  
 Total Lease of 2.14 Acres



**Geo-Spatial Solutions, Inc.**

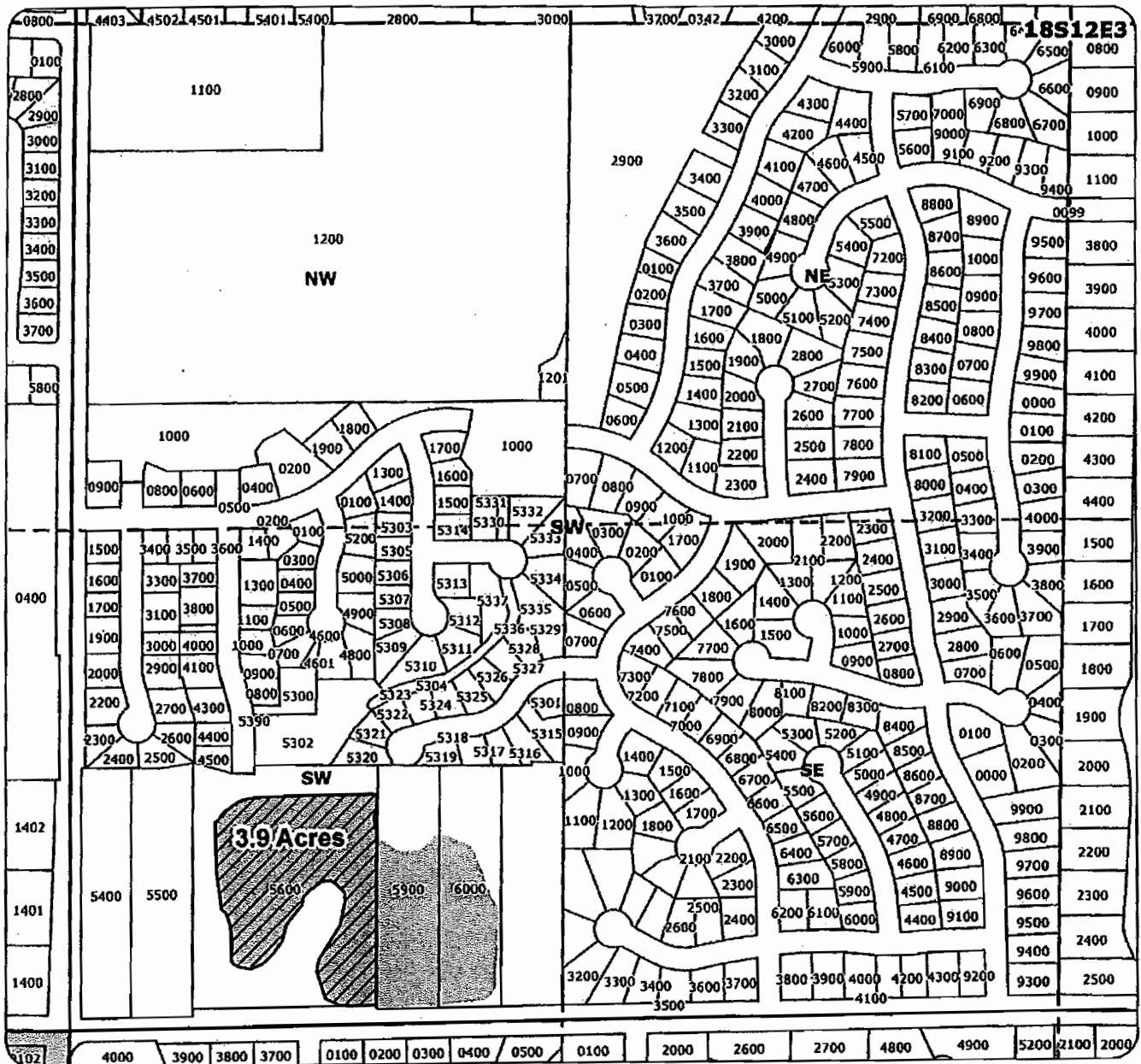
[www.geospatialsolutions.com](http://www.geospatialsolutions.com)

Date Created: March 2012



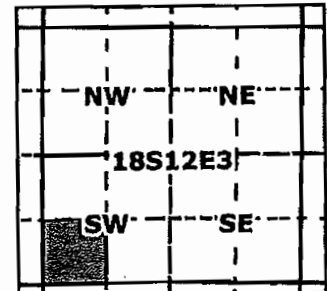
1 inch = 400 feet

# 2012 Arnold Irrigation District Instream Lease Map



## Application for 1-year Instream Lease Primary: Certificate 74197

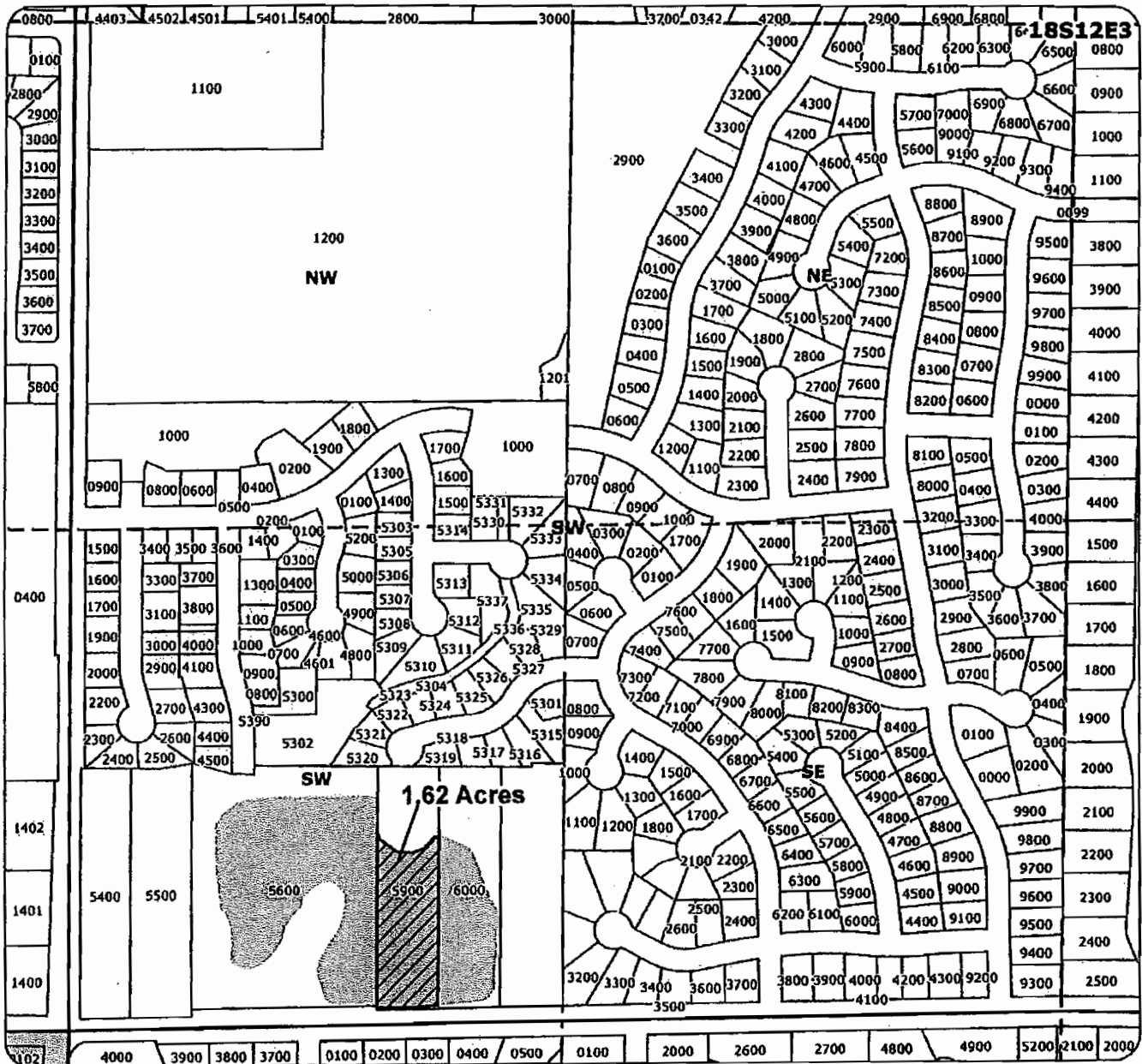
For:  
Bend Metro Parks and Recreation  
Taxlot 5600 - 3.9 Acres  
0 Acres Remaining on Taxlot 5600  
in 18S12E3SWSW  
Total Lease of Acres 3.9 Acres





 Proposed Lease of Irrigation Rights

 Water Rights

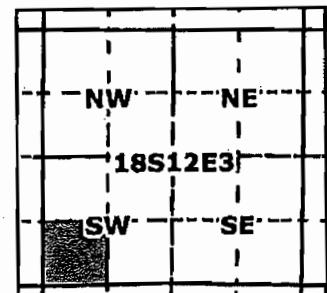
# 2012 Arnold Irrigation District Instream Lease Map



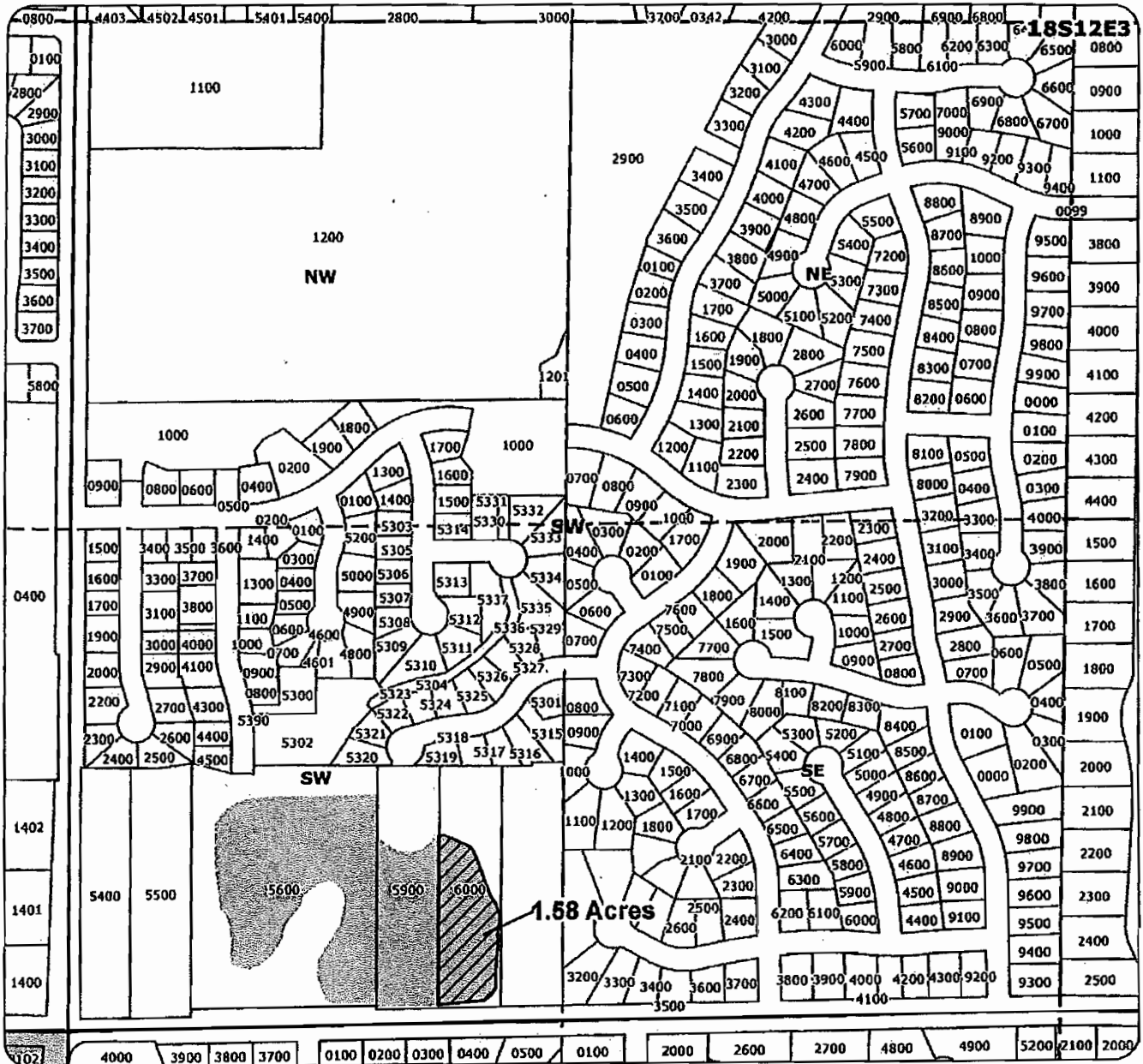
## Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights



For:  
 Bend Metro Parks and Recreation  
 Taxlot 5900 - 1.62 Acres  
 0 Acres Remaining on Taxlot 5900  
 in 18S12E3SWSW  
 Total Lease of Acres 1.62 Acres



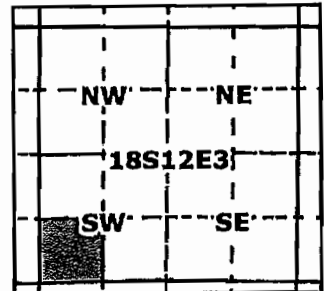
# 2012 Arnold Irrigation District Instream Lease Map



## Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights

For:  
 Bend Metro Parks and Recreation  
 Taxlot 6000 - 1.58 Acres  
 0 Acres Remaining on Taxlot 6000  
 in 18S12E3SWSW  
 Total Lease of Acres 1.58 Acres





State of Oregon  
Water Resources Department  
725 Summer Street NE, Suite A  
Salem, Oregon 97301-1266  
(503) 986-0900

# Application for Instream Lease

## Attachment 5: Pooled Water Right Holder Form

A summary of review criteria and procedures that are generally applicable to these applications is available at [www.wrd.state.or.us/OWRD/PUBS/forms.shtml](http://www.wrd.state.or.us/OWRD/PUBS/forms.shtml).

Pursuant to ORS 537.348(2) and OAR 690-077

Optional Identification by Lessor/Lessee: \_\_\_\_\_  
Lease Application Number (assigned by WRD): IL-1224

This Lease is with:

**Lessor #1 (Water Right Holder):**

Name Premier West Bank  
Mailing address P.O. Box 40  
City, State, Zip Code Medford, OR 97501  
Telephone number (541) 282-5156  
Email address Patricia.Macartney@premierwestbank.com

If additional water right holders, enter water right holder information below

Note: The section numbering associated with this form corresponds to that found on the "Standard Instream Lease Application" form. The "Pooled Lease" form and "Pooled Water Right Holder" form(s) are used to provide the same information as the "Standard Instream Lease Application" form. Consequently, the numbering on this form is not always sequential.

### ~I~ Water Right Holder and Water Right Information

- 1.1 Lessor #1 is the water right holder, or authorized agent for property described in Section 1.5. If the water right appurtenant to these lands is also appurtenant to lands owned by others who are not included in this application, then Attachment 1 (tax lot map), needs to be included.
- 1.3 For the water right(s) being leased, list all water rights appurtenant to the same lands. Indicate if there are any supplemental or overlying rights.

Certificate No(s). 74197

- 1.4 Are some or all of the lands being leased part of a Conservation Reserve Enhancement Program.  Yes  No or other Federal program: \_\_\_\_\_

Premier West Bank By:  
*RM*

**1.5 Water Right(s) Proposed to be Leased Instream.** Water right holder proposes to lease the water rights shown on the map attached as Exhibit 5-B and described as follows:  
 [This information may be included on Exhibit 5-A, or an additional map may be attached. Crosshatch the area of water rights being leased. Attached map(s) must identify water right holder, township, range, section and 1/4 1/4, tax lot number, map orientation and scale.]

The first right to be leased identified in Section 1.3 is further described as follows:

Certificate Number: 74197

(If you need to enter another leased right, please use the Additional Water Right Form for Pooled Water Right Holder.)

T	R	Sect	1/4 1/4	Tax Lot	Acres	Type of Use	Page #	Priority Date	Previous Lease #
*(Identify pertinent page numbers of certificate, if certificate is greater than 10 pages; identify priority date, if there is more than one on the certificate. If any portion of the right proposed to be leased was leased previously, the previous lease number may be identified. Identification of a previous lease is optional.)									
1.	18	13	19	NE NW	00301	7.00	IRRIG	See explanation below 2/02/1905-4/25/1905	IL-
2.									IL-
3.									IL-
4.									IL-
5.									IL-

Total number of acres, if for irrigation (or other acre equivalent use), by certificate and priority date:

T 18 R 13 S 19 NENW TL301 7.00 ac IRRIG TLsplit of TL500 into 301 & 500 in Minor Partition MP-00-31 11/05/02

Conditions or other limitations, if any: \_\_\_\_\_

**1.6 Validity of rights to be leased as described in Section 1.5 of this form and any Additional Water Right Form for Pooled Water Right Holder. Lessor(s) attests (mark one) that:**

- The water has been used over the past five years according to the terms and conditions of the water right certificate or as an instream water right or
- The water has not been used over the past five years according to the terms and conditions of the water right certificate, however the water right is not subject to forfeiture under ORS 540.610(2)(\_\_\_\_)(Include necessary supporting documentation as Attachment 3).

**~II~ Instream Water Right Information**

**2.3 Term of lease.** This lease shall terminate on October 31, 2012. (If there is a conflict between the Pooled Lease Form and this form, the Pooled Lease Form will be the official term of the lease.)

**~III~ Other Information**

**3.1 Accuracy.** The Undersigned Lessor(s) and Lessee(s) declare that, to the best of their knowledge and belief, the information contained in this application is true, correct and

Premier West Bank Dr.  
 [Signature]  
 ACS



complete. If after the lease order is signed, any information is determined to be false, the lease order may be modified or terminated. The lease only exercises the water rights being leased, for the term of the lease. It shall not be construed to overcome any claim that the water right may otherwise be subject to forfeiture for nonuse pursuant to ORS 540.610 during the period of time prior to the execution of the lease.

- 3.2 **Lease.** Lessor(s) and Lessee(s) agree to lease the water rights listed in Section(s) 1.5 for instream use for the term of this lease through Lessee to the Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077.
- 3.3 **Precedent.** If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077 a new injury review shall be required, and a prior short term lease shall not set a precedent for the amount of water to be leased or transferred instream.
- 3.4 **Suspension of original use.** During the period of the lease, the water right holder agrees to suspend use of water allowed under the subject water rights and under any water right that is supplemental to the subject water rights.
- 3.5 **Termination provision.**
- For multiyear leases, the Lessor(s) shall have the option of terminating the lease each year with written notice to the Department. The lease may be terminated at any time during the calendar year. However, if the termination request is received less than 30-days prior to the period of allowed instream use or after the period of allowed use has begun for the water right(s) being leased, water may not be used under the right(s) leased until the following calendar year, unless the Director determines that enlargement would not occur. The Department may also require:
    - Written notice to the Department;
    - Consent by all parties to the lease; and/or
    - Written notice to the Watermaster's office.
  - For multiyear leases, the lessor shall not have the option of terminating the lease, without consent by all parties to the lease.
- 3.6 **Modification to prevent injury.** Allocation of water to the instream use described in Section 2.2 during the term of this lease is not reasonably expected to cause injury to other rights to use water from the same source. If injury is found after this lease is signed, the lease may be modified or terminated to prevent injury.

Lessor #1: *Patricia Macartney* Date: *5-5-12*  
Premier West Bank

For additional Lessors, type in space for signature and date  
Lessor#2: \_\_\_\_\_ Date: \_\_\_\_\_  
Shawn Gerdes, District Manager for Arnold Irrigation District

Other Attachments As Needed:

- Exhibit 5-A: Tax Lot Map. (See instructions.)  
Exhibit 5-B: Detailed map illustrating lands under subject rights to be leased; required if only part of a right is being leased instream. Exhibits 5-A and 5-B may be combined into a single map. (See instructions.)

Exhibit 5-C: Supporting documentation indicating why a right is valid and not subject to forfeiture even though the right has not been exercised for five or more consecutive years (required if the second box in Section 1.6 of this form is checked)

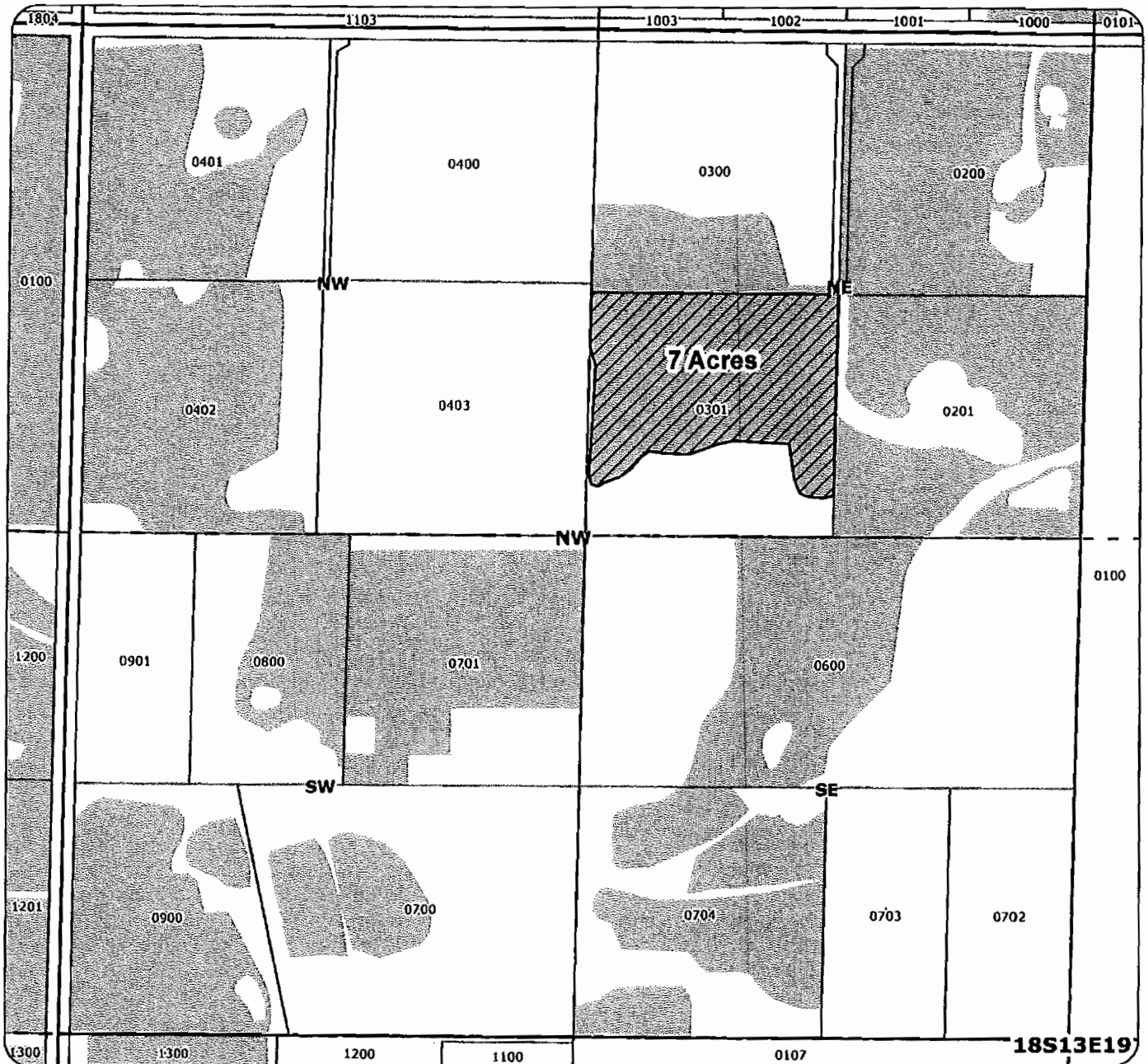
Exhibit 5-D: Split Season Instream Use Form

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Prémier West Bank By:  
*ARM*



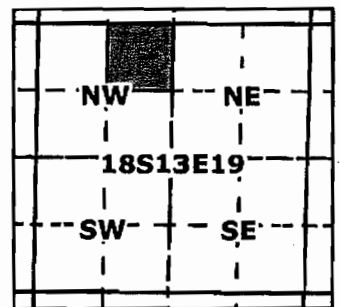
# 2012 Arnold Irrigation District Instream Lease Map



## Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights

For:  
 Arnold Irrigation District (Premier West Bank)  
 Taxlot 301 - 7 Acres  
 0 Acres Remaining on Taxlot 301  
 in 18S13E19NENW  
 Total Lease of 7 Acres



13288463

After Recording Return to:  
Joseph E. Kellerman  
Homecker, Cowling, Hassen & Heysell, LLP  
717 Murphy Road  
Medford, OR 97504

Deschutes County Official Records **2011-038730**  
D-D  
Sl#-1 BECKEYN 11/01/2011 03:57:02 PM  
\$15.00 \$11.00 \$10.00 \$18.00 \$8.00 **\$58.00**

I, Nancy Blankenship, County Clerk for Deschutes County, Oregon,  
certify that the instrument identified herein was recorded in the Clerk  
records.  
Nancy Blankenship - County Clerk

Send Tax Statements to:  
PremierWest Bank  
P.O. Box 40  
Medford, OR 97501

### TRUSTEE'S DEED

THIS INDENTURE, made this 19<sup>th</sup> day of October 2011, between JOSEPH E. KELLERMAN, hereinafter called Trustee, and PREMIERWEST BANK, hereinafter called the Second Party.

11532

### WITNESSETH:

#### RECITALS:

11432

Fred Edmund Schrameck III and Annette Louise Elder, as tenants in common, as Grantor, executed and delivered to AmeriTitle, as Trustee, for the benefit of PremierWest Bank, as Beneficiary, a trust deed recorded on November 15, 2007 in the Official Records of Jackson County, Oregon as instrument number 2007-59938. In said trust deed, the real property therein and hereinafter described was conveyed by said Grantor to said Trustee to secure, among other things, the performance of certain obligations of the Grantor to the said Beneficiary. The said Grantor thereafter defaulted in its performance of the obligations secured by said trust deed as stated in the Notice of Default hereinafter mentioned and such default still existed at the time of the sale hereinafter described.

The consideration is \$144,817.00.

By reason of said default, the owner and holder of the obligations secured by said trust deed, being the Beneficiary above-named, declared all sums so secured immediately due and owing; a notice of default, containing an election to sell the said real property and to foreclose said trust deed by advertisement and sale to satisfy Grantor's said obligations was recorded in the Official Records of said county on June 6, 2011 as Document No. 2011-20502 thereof, to which reference now is made.

After the recording of said Notice of Default, as aforesaid, the undersigned Trustee gave notice of the time for and place of sale of said real property as fixed by him and as required by law; copies of the Trustee's said Notice of Sale were timely mailed by U.S. Registered or Certified Mail to all persons entitled by law to such notice at their respective last known

addresses; and the persons named in subsection 1 of Section 86.740 of Oregon Revised Statutes were timely served with or were timely given by mail said Notice of Sale, all as provided by law and at least 120 days before the day the Trustee conducted said sale. Further, the Trustee published a copy of said Notice of Sale in a newspaper of general circulation in each county in which the said real property is situated, once a week for four successive weeks; the last publication of said notice occurred at least twenty days prior to the date of such sale. The mailing, service and publication of said Notice of Sale are shown by one or more affidavits or proofs of service duly recorded prior to the date of sale in the official records of said county, said affidavits and proofs, together with the said Notice of Default and Election to Sell and the Trustee's Notice of Sale, being now referred to and incorporated in and made a part of this Trustee's Deed as fully as if set out herein verbatim. On the date of said Notice of Sale, the undersigned Trustee had no actual notice of any person, other than the persons named in said affidavits and proofs having or claiming a lien on or interest in said described real property subsequent to the interest of the Trustee in the trust deed.

Pursuant to said Notice of Sale, the undersigned Trustee, or his duly appointed designee, on October 19, 2011, at the hour of 10:00 o'clock, a.m., of said day, standard of time as established by Section 187.100, Oregon Revised Statutes, and at the time and place so fixed for sale to-wit: 1100 NW Bond Street, Bend, Oregon, as aforesaid, in full accordance with the laws of the State of Oregon and pursuant to the powers conferred upon him by said trust deed, sold said real property in one parcel at public auction to the said Second Party for the sum of \$144,817.00, being the highest bidder and best bidder at such sale and said sum being the highest and best bid for said property. The true and actual consideration paid for this transfer is the sum last stated in terms of dollars.

NOW, THEREFORE, in consideration of the said sum credit-bid by the Second Party, and by the authority vested in said Trustee by the laws of the State of Oregon and by said trust deed, the Trustee does hereby convey unto the Second Party all interest which the Grantor had or had the power to convey at the time of Grantor's execution of said trust deed, together with any interest the said Grantor or its successors-in-interest acquired after the execution of said trust deed in and to the following described real property:

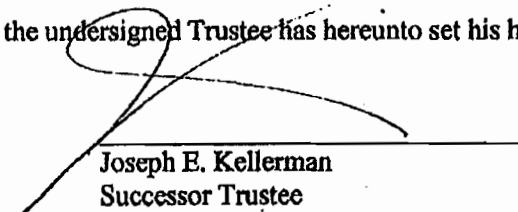
Parcel 2 of Partition Plat No. 2002-80, recorded November 27, 2002 in  
Partition Cabinet 2, Page 353, Deschutes County, Oregon

TO HAVE AND TO HOLD the same unto the Second Party, its heirs, successors-in-interest and assigns forever.

In construing this instrument and whenever the context so requires, the masculine gender includes the feminine and the neuter and the singular includes the plural; the word "grantor" includes any successor-in-interest to the grantor, as well as each and all other persons owing an obligation, the performance of which is secured by said trust deed; the word "trustee" includes any successor trustee, and the word "beneficiary" includes any successor in interest of the beneficiary first named above.

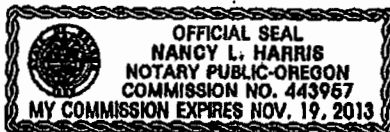
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS 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 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

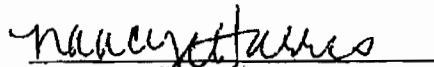
IN WITNESS WHEREOF, the undersigned Trustee has hereunto set his hand.

  
\_\_\_\_\_  
Joseph E. Kellerman  
Successor Trustee

STATE OF OREGON        )  
                                  ) ss  
County of Jackson     )

On this 27<sup>th</sup> day of October 2011, personally appeared before me the above-named Joseph E. Kellerman and acknowledged the foregoing Trustee's Deed to be his voluntary act and deed.



  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: 11-19-2013

	SE $\frac{1}{4}$ NE $\frac{1}{4}$	300	2.50	IRR	LANDING, CRAIG
	SE $\frac{1}{4}$ NE $\frac{1}{4}$	400	2.00	IRR	MOSS, MONTE & PAMELA
	SE $\frac{1}{4}$ NE $\frac{1}{4}$	500	4.00	IRR	BURTON, JOHN
	SE $\frac{1}{4}$ NE $\frac{1}{4}$	600	8.00	IRR	WILLIAMS, BRUCE & MARY
	NE $\frac{1}{4}$ NW $\frac{1}{4}$	1001	2.75	IRR	COOK, GARY & KELLIE
	NE $\frac{1}{4}$ NW $\frac{1}{4}$	1002	3.18	IRR	HOBSON HOLMES, ALICE
	NE $\frac{1}{4}$ NW $\frac{1}{4}$	1003	0.44	IRR	HOBSON HOLMES, ALICE
	NE $\frac{1}{4}$ NW $\frac{1}{4}$	1100	4.25	IRR	ANDERSON, GERALDINE
1	NW $\frac{1}{4}$ NW $\frac{1}{4}$	200	0.30	IRR	SHAVER, RODNEY & LUCINDA
1	NW $\frac{1}{4}$ NW $\frac{1}{4}$	201	0.70	IRR	EDMUNDS, RALPH & ELIZABETH
1	NW $\frac{1}{4}$ NW $\frac{1}{4}$	300	3.00	IRR	LEE, DANIEL & LISA RAE
1	NW $\frac{1}{4}$ NW $\frac{1}{4}$	400	0.75	IRR	BARBER, DEL & RITA
1	NW $\frac{1}{4}$ NW $\frac{1}{4}$	500	2.25	IRR	BARBER, DEL & RITA
1	NW $\frac{1}{4}$ NW $\frac{1}{4}$	600	1.00	IRR	BALES, MONTY & PHYLLIS
1	NW $\frac{1}{4}$ NW $\frac{1}{4}$	700	5.00	IRR	CLARK, ROBERT & MURIEL
1	NW $\frac{1}{4}$ NW $\frac{1}{4}$	1200	2.00	IRR	SHRADER, DENNIS & SUSAN
1	NW $\frac{1}{4}$ NW $\frac{1}{4}$	1300	1.40	IRR	CANFIELD, SHALYN & SARAH LYN
2	SW $\frac{1}{4}$ NW $\frac{1}{4}$	800	4.00	IRR	PEDERSON, BARBARA
2	SW $\frac{1}{4}$ NW $\frac{1}{4}$	1201	1.74	IRR	RICHARDSON, DOUG & TEDDY
2	SW $\frac{1}{4}$ NW $\frac{1}{4}$	1400	1.00	IRR	KELLY, IOLA
2	SW $\frac{1}{4}$ NW $\frac{1}{4}$	1500	4.00	IRR	YOUNG, GARY & DIANE HERRIOTT
2	SW $\frac{1}{4}$ NW $\frac{1}{4}$	1600	4.00	IRR	BLAKELEY, GREGORY
2	SW $\frac{1}{4}$ NW $\frac{1}{4}$	1700	4.35	IRR	IPOCK, DAVID
2	SW $\frac{1}{4}$ NW $\frac{1}{4}$	1800	3.00	IRR	NEWTON, WILLIAM & ESTHER
2	SW $\frac{1}{4}$ NW $\frac{1}{4}$	1801	1.60	IRR	HORN, THOMAS & FRIEDA
2	SW $\frac{1}{4}$ NW $\frac{1}{4}$	1802	1.49	IRR	LUMPKIN, MARK & PAULA
	SE $\frac{1}{4}$ NW $\frac{1}{4}$	900	7.00	IRR	SHANNON, DAVID & ROBIN
3	NW $\frac{1}{4}$ SW $\frac{1}{4}$	1200	3.00	IRR	WODTLI, RALPH
3	NW $\frac{1}{4}$ SW $\frac{1}{4}$	1201	2.20	IRR	WODTLI, RALPH
3	NW $\frac{1}{4}$ SW $\frac{1}{4}$	1202	7.00	IRR	WODTLI, RALPH
3	NW $\frac{1}{4}$ SW $\frac{1}{4}$	1300	3.80	IRR	HULBERT, ALFRED & CLAUDIA
	NE $\frac{1}{4}$ SE $\frac{1}{4}$	700	5.32	IRR	BRUGMAN, THOMAS & BETTY
	NE $\frac{1}{4}$ SE $\frac{1}{4}$	701	4.00	IRR	FULKERSON, LARRY W.
	NE $\frac{1}{4}$ SE $\frac{1}{4}$	702	3.00	IRR	SEMICH, DAVID & NANCY
	NE $\frac{1}{4}$ SE $\frac{1}{4}$	1700	15.00	IRR	FOSS, EDWIN & NANCY
	SW $\frac{1}{4}$ SE $\frac{1}{4}$	101	2.17	IRR	CURRIE, FRED & JOY
	SW $\frac{1}{4}$ SE $\frac{1}{4}$	102	6.98	IRR	MUELLER, ROBERT & PATSEY
	SW $\frac{1}{4}$ SE $\frac{1}{4}$	103	3.00	IRR	MAUTI, JOHN & DEBRA
	SW $\frac{1}{4}$ SE $\frac{1}{4}$	104	3.13	IRR	MARTIN, MORRIS
	SE $\frac{1}{4}$ SE $\frac{1}{4}$	901	2.21	IRR	MARTIN, MORRIS
	SE $\frac{1}{4}$ SE $\frac{1}{4}$	902	6.00	IRR	PEREZ, VICTON & JULIE
	SE $\frac{1}{4}$ SE $\frac{1}{4}$	903	9.00	IRR	FIERO, JON & KATHRYN

## Section 18

	NE $\frac{1}{4}$ NW $\frac{1}{4}$	200	9.00	IRR	ARCHER, ROBERT & SUSAN
	NE $\frac{1}{4}$ NW $\frac{1}{4}$	300	2.25	IRR	ARCHER, ROBERT & SUSAN
	NE $\frac{1}{4}$ NW $\frac{1}{4}$	500	14.76	IRR	ARCHER, ROBERT & SUSAN
1	NW $\frac{1}{4}$ NW $\frac{1}{4}$	401	6.00	IRR	MUNROE, THOMAS & CHRISTY
1	NW $\frac{1}{4}$ NW $\frac{1}{4}$	402	7.00	IRR	GILCHRIST, RUST & SANDRA
2	SW $\frac{1}{4}$ NW $\frac{1}{4}$	700	2.50	IRR	MAHONEY, DANNY & MARTHA
2	SW $\frac{1}{4}$ NW $\frac{1}{4}$	701	8.70	IRR	STOCKTON, RICHARD & DONNA
2	SW $\frac{1}{4}$ NW $\frac{1}{4}$	800	3.00	IRR	ESSELSTYN, STEVE & LAVERNE
2	SW $\frac{1}{4}$ NW $\frac{1}{4}$	900	6.50	IRR	PENDERGRASS, JAMES & CHRISTINE
	SE $\frac{1}{4}$ NW $\frac{1}{4}$	600	6.30	IRR	REGNIER, DAVID & JOANN
	SE $\frac{1}{4}$ NW $\frac{1}{4}$	703	0.30	IRR	NUNNELLY, RODNEY & SHIRLEY
	SE $\frac{1}{4}$ NW $\frac{1}{4}$	704	6.29	IRR	NUNNELLY, RODNEY & SHIRLEY
3	NW $\frac{1}{4}$ SW $\frac{1}{4}$	1200	0.10	IRR	DEHM, THOMAS & NELDA
3	NW $\frac{1}{4}$ SW $\frac{1}{4}$	1300	6.40	IRR	DEHM, THOMAS & NELDA

## Section 19

SEE NEXT PAGE

T18 R13

T	R	Sect	¼ ¼	Tax Lot	Acres	Type of Use	Certificate #	Page(s) #	Priority
*(Identify pertinent page number of certificate, if certificate is greater than 10 pages; identify priority date if there is more than one per certificate)									
1.	18	13	20	SE NE	401	2.00	IRRIG	74197	T-10262 2/5/1905 4/25/1905
2.									
3.									
4.									
5.									

Total number of acres, if for irrigation, by certificate and priority date: 2.00

Conditions or other limitations, if any: \_\_\_\_\_

If you need to enter another leased right, please use the Additional Water Right Form for Pooled Water Right Holder.

**1.6 Validity of rights. Lessor(s) attests (mark one) that:**

- The water has been used over the past five years according to the terms and conditions of the water right certificate or as an instream water right or
- The water has not been used over the past five years according to the terms and conditions of the water right certificate, however the water right is not subject to forfeiture under ORS 540.610(2)( ) (include necessary supporting documentation as Attachment 3).

**~II~ Instream Water Right Information**

- 2.3 Term of lease.** This lease shall terminate on October 31, 2012. (If there is a conflict between the Pooled Lease Form and this form, the Pooled Lease Form will be the official term of the lease.)

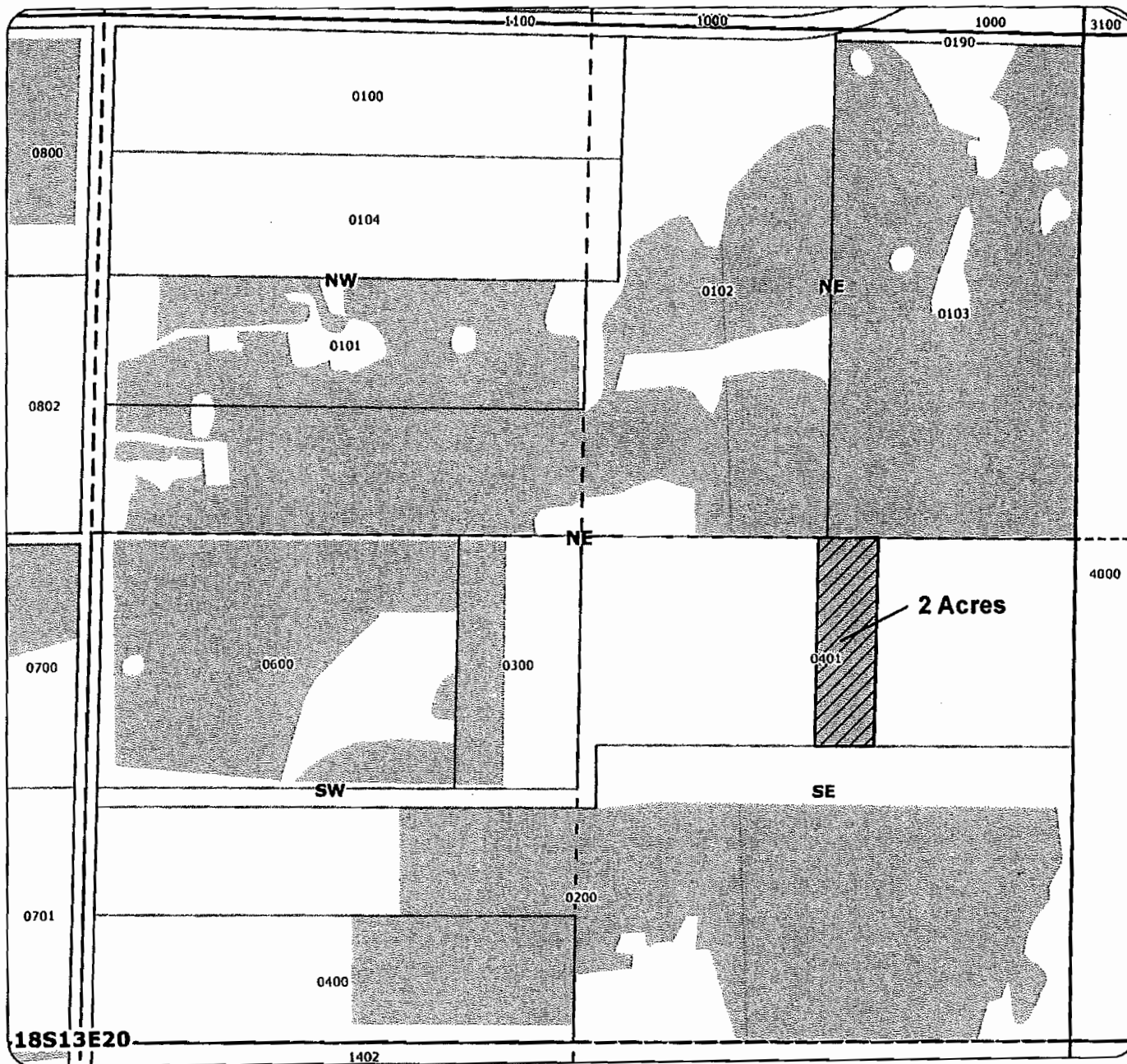
**~III~ Other Information**

- 3.1 Accuracy.** The Undersigned Lessor(s) and Lessee(s) declare that, to the best of their knowledge and belief, the information contained in this application is true, correct and complete. If after the lease order is signed, any information is determined to be false, the lease order may be modified or terminated. The lease only exercises the water rights being leased, for the term of the lease. It shall not be construed to overcome any claim that the water right may otherwise be subject to forfeiture for nonuse pursuant to ORS 540.610 during the period of time prior to the execution of the lease.
- 3.2 Lease.** Lessor(s) and Lessee(s) agree to lease the water rights listed in Section(s) 1.5 for instream use for the term of this lease through Lessee to the Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077.
- 3.3 Precedent.** If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077 a new injury review shall be required, and a prior short term lease shall not set a precedent for the amount of water to be leased or transferred instream.







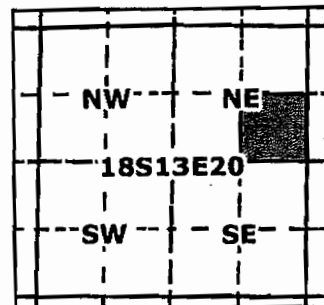
# 2012 Arnold Irrigation District Instream Lease Map



## Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights

For:  
 Jack & Heidi Snow  
 Taxlot 401 - 2 Acres  
 0 Acres Remaining on Taxlot 401  
 in 18S13E20SENE  
 Total Lease of 2 Acres





**RECORDING COVER SHEET**

ORS 205.234

This cover sheet has been prepared by the person presenting the attached instrument for recording. Any error in this cover sheet DOES NOT affect the transaction(s) contained in the instrument itself.

Deschutes County Official Records **2012-001571**

D-D

01/20/2012 08:33:59 AM

Stn=3 PAMG

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

**\$58.00**

I, Nancy Blankenship, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Nancy Blankenship - County Clerk

Reference - Escrow No. OM136944DM  
Title Order No. 136944

Please print or type information.

**1 AFTER RECORDING RETURN TO -**

Required by ORS 205.180(4) & 205.238:

Name: **Jack B. and Heidi J. Snow**

Address: **09182 Phey Lane**

City, ST Zip: **Florence, OR 97439**

**2 TITLE(S) OF THE TRANSACTION(S) - Required by ORS 205.234(1)(a)**

Note: "Transaction" means any action required or permitted by law to be recorded, including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property. Enter descriptive title for the conveyance instrument:

**Document Title(s): Warranty Deed**

**3 DIRECT PARTY / GRANTOR Names and Addresses - Required by ORS 205.234(1)(b)**

Seller Name & Address: **Bank of the Cascades, 1070 NW Bond Street #203, Bend, OR 97701**

**4 INDIRECT PARTY / GRANTEE Names and Addresses - Required by ORS 205.234(1)(b)**

Buyer Name & Address: **Jack B. Snow, 09182 Phey Lane, Florence, OR 97439**

Buyer Name & Address: **Heidi J. Snow, 09182 Phey Lane, Florence, OR 97439**

**5 For an instrument conveying or contracting to convey fee title, the information required by ORS 93.260:**

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

Name: **Jack B. Snow**

Address: **09182 Phey Lane**

City, ST Zip: **Florence, OR 97439**

**6 TRUE AND ACTUAL CONSIDERATION - Required by ORS 93.030 for an instrument conveying or contracting to convey fee title or any memorandum of such instrument:**

**\$710,000.00**

Return to:





After recording return to:

Jack B. Snow  
09182 Phay Lane  
Florence, OR 97439

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

Jack B. Snow  
09182 Phay Lane  
Florence, OR 97439

Escrow No. OM13694ADM

Title No. 136944

SWD1 r.041111

**STATUTORY WARRANTY DEED**

Bank of the Cascades, an Oregon Corporation,

Grantor(s), hereby convey and warrant to

Jack B. Snow and Heidi J. Snow, husband and wife,

Grantee(s), the following described real property in the County of Deschutes and State of Oregon free of encumbrances except as specifically set forth herein:

A tract of land located in the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4) and the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) of Section Twenty (20), Township Eighteen (18) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

A portion of that tract of land described as Parcel 1, Volume 2002, Page 25282, Deschutes County Deed Records, described as follows:

Beginning at the Northwest corner of that tract of land described as Parcel 1, Volume 2002, Page 25282, Deschutes County Deed Records; thence North 89°54'09" East, along the North line of said parcel, a distance of 1311.63 feet to the Northeast corner of said parcel; thence leaving said line South 00°31'02" West, along the East line of said parcel, 50.00 feet; thence leaving said line South 89°54'09" West, 1311.85 feet to the West line of said parcel; thence North 00°46'10" East, along said line, 50.01 feet to the point of beginning.

TOGETHER WITH the following described tract of land:

A portion of that tract of land described in Volume 375, Page 2845, Deschutes County Deed Records, described as follows:

Beginning at the Northwest corner of that tract of land described in Volume 375, Page 2845, Deschutes County Deed Records; thence South 00°31'02" West, along the West line of said tract, a distance of 718.30 feet; thence leaving said line North 89°54'09" East, 50.00 feet; North 00°31'02" East, 168.14 feet; thence South 89°55'23" East, 1261.08 feet to the East line of said tract; thence North 00°15'43" East, along said line, 550.00 feet to the Northeast corner of said tract; thence leaving said line North 89°55'23" West, along the North line of said tract, 1308.63 feet to the point of beginning.

FOR INFORMATION PURPOSES ONLY, THE MAP/TAX ACCT #(S) ARE REFERENCED HERE:

Account #112624

1813 2000 00401

The true and actual consideration for this conveyance is \$710,000.00.

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

Return to:



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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

Dated this 18 day of January, 2012

Bank of the Cascades

BY: [Signature]

State of Oregon  
County of Deschutes

This instrument was acknowledged before me on January 18, 2012 by Brian D Bergler as VP ORE for Bank of the Cascades.

[Signature]  
(Notary Public for Oregon)

My commission expires February 7, 2014





State of Oregon  
Water Resources Department  
725 Summer Street NE, Suite A  
Salem, Oregon 97301-1266  
(503) 986-0900

# Application for Instream Lease

A summary of review criteria and procedures that are generally applicable to these applications is available at [www.wrd.state.or.us/OWRD/PUBS/forms.shtml](http://www.wrd.state.or.us/OWRD/PUBS/forms.shtml).

Pursuant to ORS 537.348(2) and OAR 690-077

Optional Identification by Lessor/Lessee: \_\_\_\_\_  
Lease Application Number (assigned by WRD): IL-1224

This Lease is between:

**Lessor #1:**

Name Werner Keller  
Mailing address 20970 Sholes Rd  
City, State, Zip Code Bend, OR 97702  
Telephone number 541-382-7282  
Email address audrey@swssfamilykeller.com

**Lessor #2, 3, etc.**

Arnold Irrigation District, 19604 Buck Canyon Rd., Bend, OR, 97702

The water right to be leased is located in Deschutes County.

**Lessee (if different than Oregon Water Resources Department):**

Name Deschutes River Conservancy  
Mailing address 700 NW Hill St  
City, State, Zip Code Bend, OR 97701  
Telephone number 541-322-4079  
Email address gen@deschutesriver.org

**Trustee:**

Oregon Water Resources Department  
725 Summer Street NE, Suite A  
Salem, OR 97301-1266  
(503) 986-0900

### ~I~ Water Right Holder and Water Right Information

1.1 Lessor #1 is the water right holder, or authorized agent for water right holder of the property located at: Township 18 S Range 12 E, Section 22 and Tax Lot number 1500. If the water right appurtenant to these lands is also appurtenant to lands owned by others who are not included in this application, then Attachment 1 (tax lot map), needs to be included.

- 1.2 Lessor #2 is the (Check one):  
 Not applicable  
 Official representative of Arnold Irrigation District, the irrigation district which conveys water to the subject water rights.  
 Another party with an interest in the subject water rights representing \_\_\_\_\_.

- 1.3 For the water right(s) being leased, list all water rights appurtenant to the same lands. Indicate if there are any supplemental or overlying rights.

Certificate No. 74197

- 1.4 Are some or all of the lands being leased part of a Conservation Reserve Enhancement Program.  Yes  No

1.5 **Water Rights Proposed to be Leased Instream.**

The first right to be leased identified in Section 1.3 is further described as follows:

Certificate No.: 74197

Priority date: February 1 – April 25, 1905 Type of use: IRRIG

Legal Season of Use: April 1 – October 31

Is the entire water right certificate being leased?  Yes  No

If no, list the acres of the subject water right by legal description of township, range, section, and  $\frac{1}{4}$   $\frac{1}{4}$  which will be dried up as part of this lease, and include a map (Attachment 2) showing the lands which will not receive water.

Place of use: T 18 S, R 12 E Section 22, NE $\frac{1}{4}$  SW $\frac{1}{4}$  - 3.77 acres to be leased  
Enter additional places of use here, using format above:

\_\_\_\_\_

Page 16 (Identify page number of certificate, if certificate is greater than 10 pages.)

Number of acres being leased, if for irrigation: 3.77

Acre-feet of storage, if applicable: \_\_\_\_\_

Maximum rate associated with the right to be leased (cfs): \_\_\_\_\_

Season 1 – February 1, 1905 – 0.021, April 25, 1905 – 0.052

Season 2 – February 1, 1905 – 0.021, April 25, 1905 – 0.075

Season 3 – February 1, 1905 – 0.021, April 25, 1905 – 0.107

(Use additional lines if there is more than one rate associated with the water right.)

Maximum duty associated with the right to be leased (ac-ft): \_\_\_\_\_

(Use additional lines if there is more than one duty associated with the water right.)

Conditions or other limitations, if any: \_\_\_\_\_

If you need to enter another leased right, please use the additional water rights form.

1.6 **Validity of rights.** Lessor(s) attests (mark one) that:

- the water has been used over the past five years according to the terms and conditions of the water right certificate or as an instream water right or
- the water has not been used over the past five years according to the terms and conditions of the water right certificate, however the water right is not subject to forfeiture under ORS 540.610(2)(  )(include necessary supporting documentation as Attachment 3).

**~II~ Instream Water Right Information**

**2.1 Public use.** This lease will increase streamflows that will benefit:

- X Conservation, maintenance and enhancement of aquatic and fish life, wildlife, and fish and wildlife habitat
- X Pollution abatement
- X Recreation and scenic attraction

**2.2 Instream use created by lease.** The instream use to be created is described as follows:

Deschutes River

Tributary to Columbia River in the Deschutes Basin.

Describe the point of diversion (POD) and any associated reach(es) of the instream use being created. If possible list the reach by river mile. If no reach is identified, and there is only one POD listed on the certificate, the lease may be processed to be protected at the POD. (If more than one POD is listed on the certificate, then the POD and any associated reach(es) must be identified): location canal diversion river mile 174.5 to Lake Billy Chinook river mile 120

Maximum volume in acre-feet: 16.16

Rate in cfs: Season 1 – February 1, 1905 – 0.008, April 25, 1905 – 0.018

Season 2 – February 1, 1905 – 0.008, April 25, 1905 – 0.026

Season 3 – February 1, 1905 – 0.008, April 25, 1905 – 0.038

(Use the section below to indicate a more restrictive period of use than allowed by the water right.)

**Conditions to prevent injury, if any:**

- None
- X The instream flow will be allocated on a daily average basis up to the described rate from April 1 through October 31.
- Other (describe): \_\_\_\_\_

If you need to enter more instream uses, please use the additional water rights form.

**2.3 Term of lease.** This lease shall terminate on October 31, 2012.

**2.4 Flow protection.** The Trustee will regulate use of water from the source, subject to prior appropriation and the agency enforcement guidance, to assure the water is delivered to the point of diversion, and through the reach past junior downstream users, so long as flow is sufficient to meet the demand under priority date of the new instream use (see Section 2.2). As part of regulation activities the watermaster or a designee has access to the point of diversion and place of use for the water rights involved in this lease. No party is required to continuously measure the flow of the waterway described in Section 2.2.

**~III~ Other Information**

**3.1 Accuracy.** The Undersigned Lessor(s) and Lessee(s) declare that, to the best of their knowledge and belief, the information contained in this application is true, correct and complete. If after the lease order is signed, any information is determined to be false, the

lease order may be modified or terminated. The lease only exercises the water rights being leased, for the term of the lease. It shall not be construed to overcome any claim that the water right may otherwise be subject to forfeiture for nonuse pursuant to ORS 540.610 during the period of time prior to the execution of the lease.

3.2 **Lease.** Lessor(s) and Lessee(s) agree to lease the water rights listed in Section(s) 1.5 for instream use for the term of this lease through Lessee to the Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077.

3.3 **Precedent.** If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077 a new injury review shall be required, and a prior lease shall not set a precedent for the amount of water to be leased or transferred instream.

3.4 **Suspension of original use.** During the period of the lease, the water right holder agrees to suspend use of water allowed under the subject water rights and under any water right that is supplemental to the subject water rights.

3.5 **Termination provision.**

For multiyear leases, the Lessor(s) shall have the option of terminating the lease each year with written notice to the Department. The lease may be terminated at any time during the calendar year. However, if the termination request is received less than 30-days prior to the period of allowed instream use or after the period of allowed use has begun for the water right(s) being leased, water may not be used under the right(s) leased until the following calendar year, unless the Director determines that enlargement would not occur. The Department may also require:

- Written notice to the Department with original signatures;
- Consent by all parties to the lease; and/or
- Written notice to the Watermaster's office.

For multiyear leases, the lessor shall not have the option of terminating the lease, without consent by all parties to the lease.

3.6 **Modification to prevent injury.** Allocation of water to the instream use described in Section 2.2 during the term of this lease is not reasonably expected to cause injury to other rights to use water from the same source. If injury is found after this lease is signed, the lease may be modified or terminated to prevent injury.

3.7 **Fees.** Pursuant to ORS 536.050, the following fee is included:

- \$400 for an application with four or more landowners or four or more water rights.  
 \$250 for all other applications.

*Part of Pool-lease*  
Lessor #1:   
Werner Keller

Date: January 6, 2012

For additional Lessors, type in space for signature and date

Lessor #2:   
Arnold Irrigation District

Date: 1/6/2012

Lessee: Deschutes River Conservancy

Date: \_\_\_\_\_

**Other Attachments as Needed:**

**Attachment 1: Tax Lot Map. (See instructions.)**

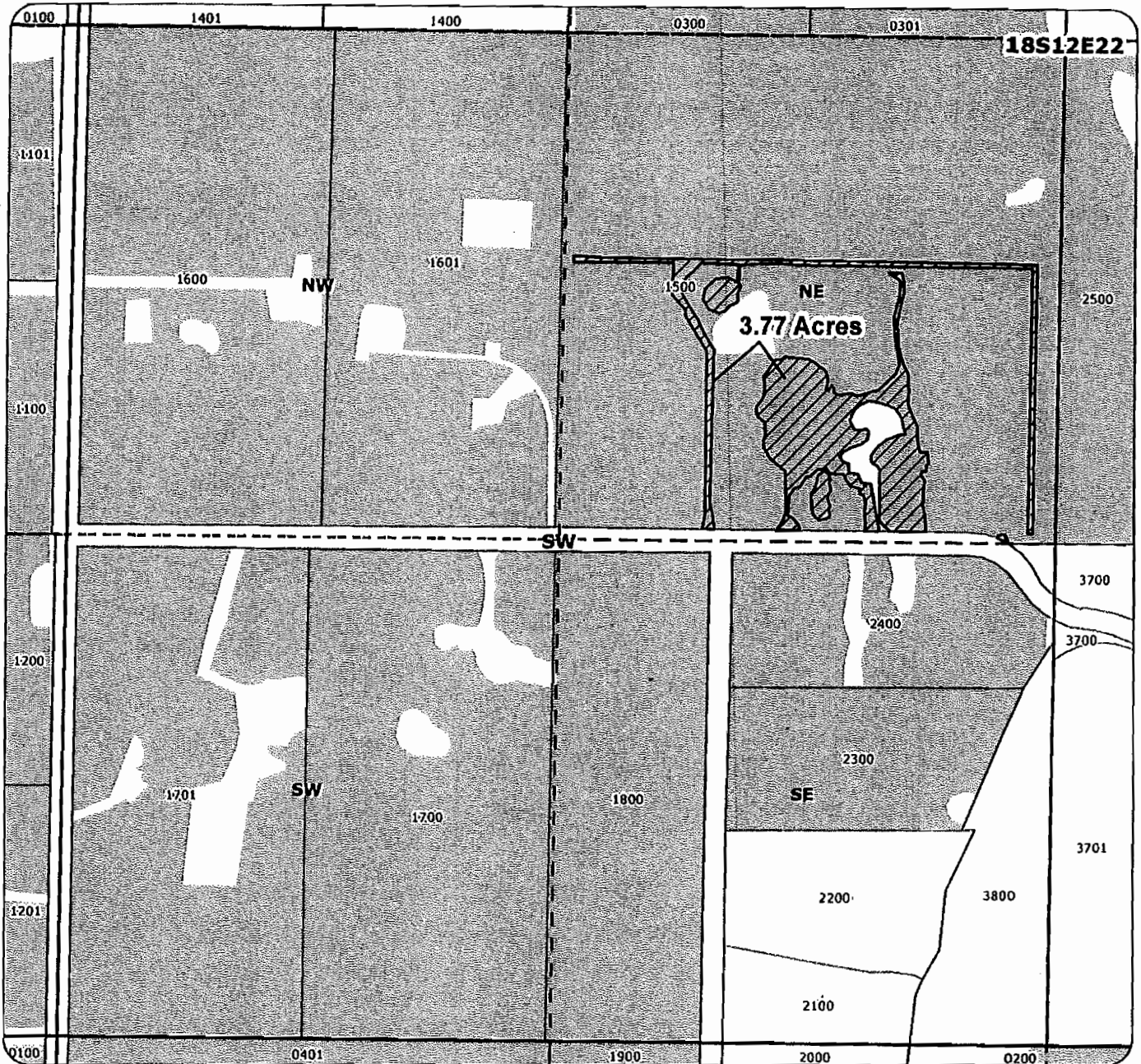
**Attachment 2: Detailed map illustrating lands under subject rights to be leased; required if only part of a right is being leased instream. (See instructions.)**

**Attachment 3: Supporting documentation indicating why a right is valid and not subject to forfeiture even though the right has not been exercised for five or more consecutive years (required if the second box in Section 1.6 is checked).**



**Attachment 4: Split Season Instream Use Form**



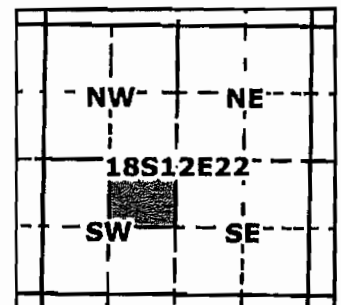
# 2012 Arnold Irrigation District Instream Lease Map



## Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights

For:  
Werner & Audrey Keller  
Taxlot 1500 - 3.77 Acres  
in 18S12E22NESW  
Total Lease of 3.77 Acres



---

**VOL: 2000 PAGE: 2318**  
**RECORDED DOCUMENT**

STATE OF OREGON  
COUNTY OF DESCHUTES



\*2000-2318 \* Vol-Page

Printed: 01/21/2000 15:54:41

**DO NOT REMOVE THIS CERTIFICATE**

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Jan. 21, 2000; 3:43 p.m.

RECEIPT NO: 16264

DOCUMENT TYPE: Deed

FEE PAID: \$31.00

NUMBER OF PAGES: 1

A handwritten signature in cursive script that reads "Mary Sue Penhollow".

MARY SUE PENHOLLOW  
DESCHUTES COUNTY CLERK

24761-31

2000-2318-1

WARRANTY DEED

FRANCIS GEORGE DANIEL and BESSIE MARY DANIEL, as tenants by the entirety, Grantor(s) hereby grant, bargain, sell, warrant and convey to: WERNER E. KELLER, SOLE TRUSTEE OF THE KELLER TRUST DATED FEBRUARY 3, 1998, 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:

The Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) of Section Twenty-two (22), Township Eighteen (18) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon,

SERIAL NO. 110418 181222 00 01500

SUBJECT TO: all those items of record and those apparent upon the land, if any, as of the date of this deed and those shown below, if any; and the grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

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 355,500.00.

Until a change is requested, all tax statements shall be sent to Grantee at the following address: 20970 SHOLES ROAD, BEND, OR 97702

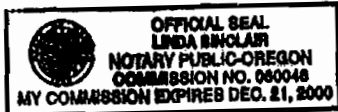
Dated this 26 day of January, 2000.

Francis George Daniel
FRANCIS GEORGE DANIEL

Bessie Mary Daniel
BESSIE MARY DANIEL

State of Oregon
County of DESCHUTES

This instrument was acknowledged before me on January 26, 2000 by FRANCIS GEORGE DANIEL AND BESSIE MARY DANIEL.



Linda Sinclair
Notary Public for Oregon

My commission expires 12/21/2000

ESCROW NO. BT024761LS

Return to:
THE KELLER TRUST DATED FEBRUARY 3, 1998
20970 SHOLES ROAD
BEND, OR 97702

After recording return to
15 OREGON AVENUE, BEND



State of Oregon  
Water Resources Department  
725 Summer Street NE, Suite A  
Salem, Oregon 97301-1266  
(503) 986-0900

# Application for Instream Lease

## Attachment 5: Pooled Water Right Holder Form

A summary of review criteria and procedures that are generally applicable to these applications is available at [www.wrd.state.or.us/OWRD/PUBS/forms.shtml](http://www.wrd.state.or.us/OWRD/PUBS/forms.shtml).

Pursuant to ORS 537.348(2) and OAR 690-077

Optional Identification by Lessor/Lessee: \_\_\_\_\_  
Lease Application Number (assigned by WRD): IL-1224

This Lease is with:

**Lessor #1 (Water Right Holder):**

Name Stephen Thompson, Jr.  
Mailing address PO Box 999  
City, State, Zip Code Sisters, OR 97759  
Telephone number 541-480-0111  
Email address \_\_\_\_\_

If additional water right holders, enter water right holder information below

Note: The section numbering associated with this form corresponds to that found on the "Standard Instream Lease Application" form. The "Pooled Lease" form and "Pooled Water Right Holder" form(s) are used to provide the same information as the "Standard Instream Lease Application" form. Consequently, the numbering on this form is not always sequential.

### ~I~ Water Right Holder and Water Right Information

1.1 Lessor #1 is the water right holder, or authorized agent for property described in Section 1.5. If the water right appurtenant to these lands is also appurtenant to lands owned by others who are not included in this application, then Attachment 1 (tax lot map), needs to be included.

1.3 For the water right(s) being leased, list all water rights appurtenant to the same lands. Indicate if there are any supplemental or overlying rights.

Certificate No. 74197

1.4 Are some or all of the lands being leased part of a Conservation Reserve Enhancement Program.  Yes  No

1.5 **Water Right(s) Proposed to be Leased Instream.** Water right holder proposes to lease the water rights shown on the map attached as Exhibit 5-B and described as follows:  
[This information may be included on Exhibit 5-A, or an additional map may be attached. Crosshatch the area of water rights being leased. Attached map(s) must identify water right holder, township, range, section and ¼ ¼, tax lot number, map orientation and scale.]

T	R	Sec	1/4	Tax Lot	Acres	Type of Use	Certificate #	Page(s) #	Priority*	
*(Identify pertinent page number of certificate, if certificate is greater than 10 pages; identify priority date if there is more than one per certificate)										
1.	18	11	13	NE SW	1300	11.84	IRRIG	74197	Pg 2 & T-9636	2/5/1905 4/25/1905
2.	18	11	13	SE SW	1300	3.16	IRRIG	74197	Pg 2 & T-9636	2/5/1905 4/25/1905
3.										
4.										
5.										

Total number of acres, if for irrigation, by certificate and priority date: 15.00

Conditions or other limitations, if any: \_\_\_\_\_

If you need to enter another leased right, please use the Additional Water Right Form for Pooled Water Right Holder.

**1.6 Validity of rights. Lessor(s) attests (mark one) that:**

- The water has been used over the past five years according to the terms and conditions of the water right certificate or as an instream water right or
- The water has not been used over the past five years according to the terms and conditions of the water right certificate, however the water right is not subject to forfeiture under ORS 540.610(2)(\_) (include necessary supporting documentation as Attachment 3).

**~II~ Instream Water Right Information**

**2.3 Term of lease.** This lease shall terminate on October 31, 2012. (If there is a conflict between the Pooled Lease Form and this form, the Pooled Lease Form will be the official term of the lease.)

**~III~ Other Information**

**3.1 Accuracy.** The Undersigned Lessor(s) and Lessee(s) declare that, to the best of their knowledge and belief, the information contained in this application is true, correct and complete. If after the lease order is signed, any information is determined to be false, the lease order may be modified or terminated. The lease only exercises the water rights being leased, for the term of the lease. It shall not be construed to overcome any claim that the water right may otherwise be subject to forfeiture for nonuse pursuant to ORS 540.610 during the period of time prior to the execution of the lease.

**3.2 Lease.** Lessor(s) and Lessee(s) agree to lease the water rights listed in Section(s) 1.5 for instream use for the term of this lease through Lessee to the Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077.

**3.3 Precedent.** If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077 a new injury review shall be

required, and a prior short term lease shall not set a precedent for the amount of water to be leased or transferred instream.

3.4 **Suspension of original use.** During the period of the lease, the water right holder agrees to suspend use of water allowed under the subject water rights and under any water right that is supplemental to the subject water rights.

3.5 **Termination provision.**

For multiyear leases, the Lessor(s) shall have the option of terminating the lease each year with written notice to the Department. The lease may be terminated at any time during the calendar year. However, if the termination request is received less than 30-days prior to the period of allowed instream use or after the period of allowed use has begun for the water right(s) being leased, water may not be used under the right(s) leased until the following calendar year, unless the Director determines that enlargement would not occur. The Department may also require:

- Written notice to the Department with original signatures;
- Consent by all parties to the lease; and/or
- Written notice to the Watermaster's office.

For multiyear leases, the lessor shall not have the option of terminating the lease, without consent by all parties to the lease.

3.6 **Modification to prevent injury.** Allocation of water to the instream use described in Section 2.2 during the term of this lease is not reasonably expected to cause injury to other rights to use water from the same source. If injury is found after this lease is signed, the lease may be modified or terminated to prevent injury.

Lessor #1   
Stephen Thompson, Jr.

Date: 2/26/2012

For additional Lessors, type in space for signature and date  
\_\_\_\_\_

**Other Attachments As Needed:**

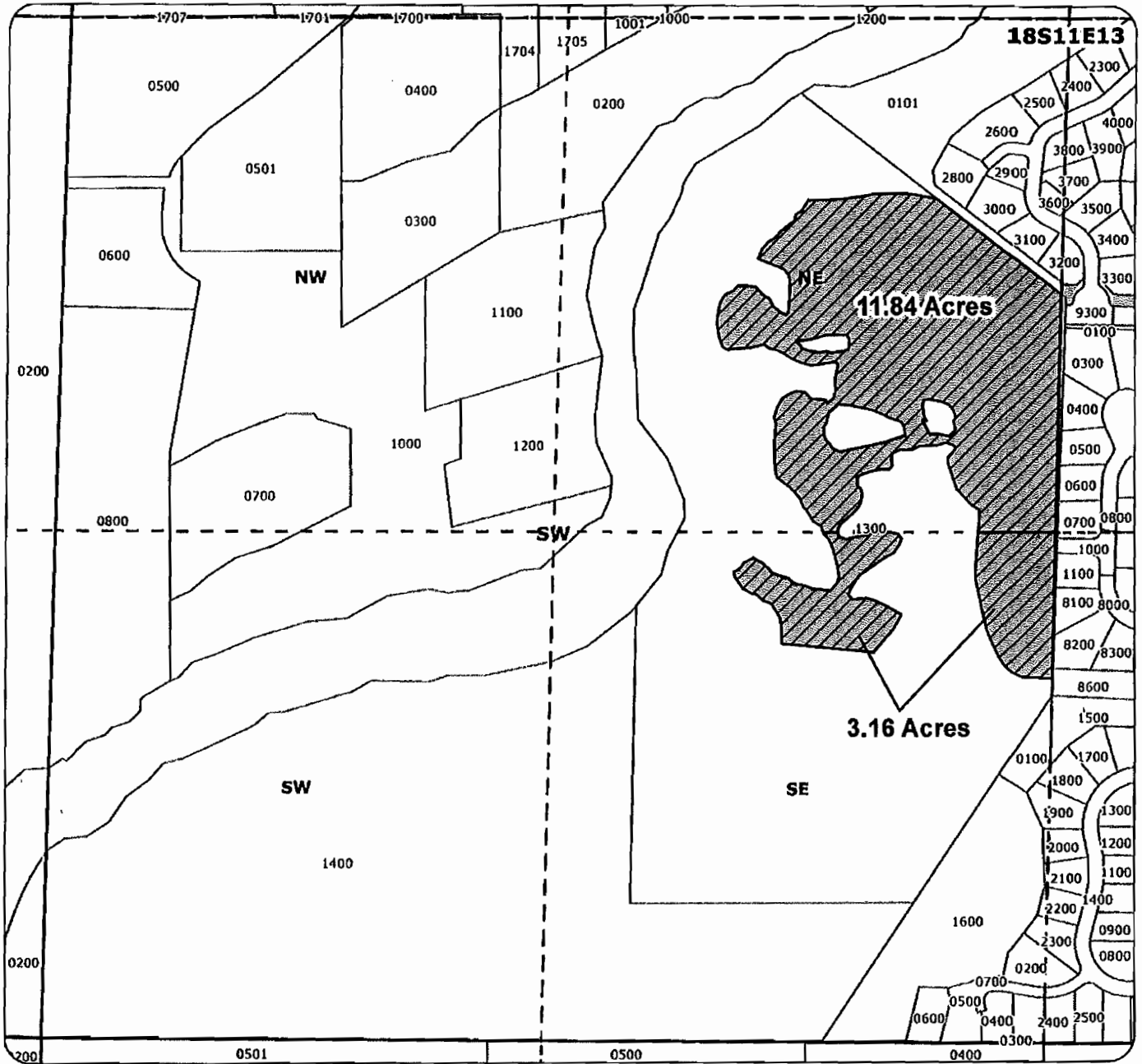
Exhibit 5-A: Tax Lot Map. (See instructions.)

Exhibit 5-B: Detailed map illustrating lands under subject rights to be leased; required if only part of a right is being leased instream. Exhibits 5-A and 5-B may be combined into a single map. (See instructions.)



Exhibit 5-C: Supporting documentation indicating why a right is valid and not subject to forfeiture even though the right has not been exercised for five or more consecutive years (required if the second box in Section 1.6 of this form is checked)

Exhibit 5-D: Split Season Instream Use Form  
\_\_\_\_\_

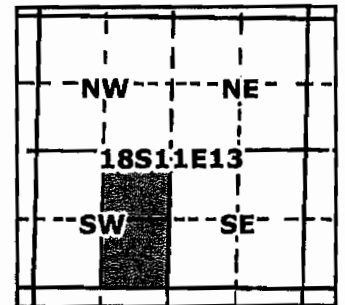
# 2012 Arnold Irrigation District Instream Lease Map



## Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights

For:  
 Stephen Thompson  
 Taxlot 1300 - 11.84 Acres  
 0 Acres Remaining on Taxlot 1300  
 in 18S11E13NESW  
 Taxlot 1300 - 3.16 Acres  
 0 Acres Remaining on Taxlot 1300  
 in 18S11E13SESW  
 Total Lease of 15 Acres





DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2005-62758



\$41.00

00388538200500827588838838

09/19/2005 10:48:48 AM

D-D Cnt=1 Str=25 SHIRLEY  
\$15.00 \$11.00 \$10.00 \$5.00

AFTER RECORDING, RETURN TO:

John H. Rosenfeld  
Tonkon Torp LLP  
888 SW Fifth Avenue, Suite 1600  
Portland, OR 97204-2099

UNTIL A CHANGE IS REQUESTED,  
SEND ALL TAX STATEMENTS TO:

Stephen E. Thompson, Jr.  
P. O. Box 999  
Sisters, OR 97759

**STATUTORY WARRANTY DEED**

STEPHEN E. THOMPSON, JR., GEORGE MURRAY THOMPSON and IRENE HILBOURNE, Trustees of the Helen Malarkey Thompson Trust Restated 1/31/01, Grantor, conveys and warrants to STEPHEN E. THOMPSON, JR., Grantee, an undivided one-half interest in the following described real property, free of encumbrances except as specifically set forth below in the County of Deschutes, State of Oregon:

SEE ATTACHED EXHIBIT A

The true and actual consideration for this conveyance is \$0 (See ORS 93.030). The Helen Malarkey Thompson Trust under Restated Trust Agreement dtd 12/1/95 (the Trust) was restated on 1/31/01, and Stephen E. Thompson, Jr., George Murray Thompson and Irene Hilbourne are the acting Trustees of the Trust. This transfer represents a distribution from the Trust by reason of the death of Helen Malarkey Thompson.

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: September 7, 2005

HELEN MALARKEY THOMPSON  
TRUST RESTATED 1/31/01

Stephen E. Thompson, Jr.





**EXHIBIT A**

**A parcel of land located in a portion of the South One-half (S1/2) of Section 13,  
Township 18 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon,  
being more particularly described as follows:**

**Commencing at a the south one-quarter corner of said Section 13; thence  
along the south line of said Section 13 South 89°53'31" West, 587.81  
feet; thence leaving said south line North 33°26'41" East, 440.58 feet to  
the true Point of Beginning of this description; thence South 89°53'31"  
West, 753.12 feet; thence North 01°01'21" East, 787.84 feet;  
to a point on the ordinary high water line of the Deschutes River; thence  
leaving said west line and along said ordinary high water line the  
following eighteen (18) courses:**

**North 38°31'18" East, 105.40 feet;  
North 14°27'54" East, 65.69 feet;  
North 27°16'07" East, 93.91 feet;  
North 02°15'56" West, 48.35 feet;  
North 22°52'58" West, 115.16 feet;  
North 37°57'02" West, 130.25 feet;  
North 03°45'35" West, 118.85 feet;  
North 07°18'29" West, 77.51 feet;  
North 00°35'56" East, 93.28 feet;  
North 19°32'30" East, 59.03 feet;  
North 16°58'21" East, 148.29 feet;  
North 35°24'27" East, 48.59 feet;  
North 25°06'42" East, 69.92 feet;  
North 11°46'56" East, 39.03 feet;  
North 32°06'10" East, 57.88 feet;  
North 56°57'44" East, 187.88 feet;  
North 49°51'43" East, 110.87 feet;  
North 57°11'24" East, 31.98 feet;  
thence leaving said ordinary high water line South 53°17'37" East, 882.74  
feet; thence South 01°01'21" West, 1052.97 feet; thence South 33°26'41"  
West, 655.56 feet to the true Point of Beginning, the terminus of this  
description.  
Contains 45.35 acres, more or less.**

**SUBJECT TO: All easements, restrictions, and rights-of-ways of record and those  
common and apparent on the land.**



State of Oregon  
Water Resources Department  
725 Summer Street NE, Suite A  
Salem, Oregon 97301-1266  
(503) 986-0900

# Application for Instream Lease

## Attachment 5: Pooled Water Right Holder Form

A summary of review criteria and procedures that are generally applicable to these applications is available at [www.wrd.state.or.us/OWRD/PUBS/forms.shtml](http://www.wrd.state.or.us/OWRD/PUBS/forms.shtml).

Pursuant to ORS 537.348(2) and OAR 690-077

Optional Identification by Lessor/Lessee: \_\_\_\_\_  
Lease Application Number (assigned by WRD): FL-1224

This Lease is with:

**Lessor #1 (Water Right Holder):**  
Name Blake Hastings, Managing Member, (Anderson Ranch, LLC)  
Mailing address 525 Harlow Rd  
City, State, Zip Code Springfield, OR 97477  
Telephone number 541-954-4676  
Email address blakehastings@yahoo.com

If additional water right holders, enter water right holder information below

Note: The section numbering associated with this form corresponds to that found on the "Standard Instream Lease Application" form. The "Pooled Lease" form and "Pooled Water Right Holder" form(s) are used to provide the same information as the "Standard Instream Lease Application" form. Consequently, the numbering on this form is not always sequential.

### ~I~ Water Right Holder and Water Right Information

- 1.1 Lessor #1 is the water right holder, or authorized agent for property described in Section 1.5. If the water right appurtenant to these lands is also appurtenant to lands owned by others who are not included in this application, then Attachment 1 (tax lot map), needs to be included.
- 1.3 For the water right(s) being leased, list all water rights appurtenant to the same lands. Indicate if there are any supplemental or overlying rights.

Certificate No. 74197

1.4 Are some or all of the lands being leased part of a Conservation Reserve Enhancement Program.  Yes  No

1.5 **Water Right(s) Proposed to be Leased Instream.** Water right holder proposes to lease the water rights shown on the map attached as Exhibit 5-B and described as follows:  
[This information may be included on Exhibit 5-A, or an additional map may be attached. Crosshatch the area of water rights being leased. Attached map(s) must identify water right holder, township, range, section and ¼ ¼, tax lot number, map orientation and scale.]

T	R	Sect	¼ ¼	Tax Lot	Acres	Type of Use	Certificate #	Page(s) #	Priority*	
*(Identify pertinent page number of certificate, if certificate is greater than 10 pages; identify priority date if there is more than one per certificate)										
1.	18	12	04	SE SW	1100	7.60	IRRIG	74197	Pg 6	2/5/1905 4/25/1905
2.	18	12	09	NE NW	100	30.00	IRRIG	74197	Pg 9	2/5/1905 4/25/1905
3.										
4.										
5.										

Total number of acres, if for irrigation, by certificate and priority date: 37.60

Conditions or other limitations, if any: \_\_\_\_\_

If you need to enter another leased right, please use the Additional Water Right Form for Pooled Water Right Holder.

1.6 Validity of rights. Lessor(s) attests (mark one) that:

- The water has been used over the past five years according to the terms and conditions of the water right certificate or as an instream water right or
- The water has not been used over the past five years according to the terms and conditions of the water right certificate, however the water right is not subject to forfeiture under ORS 540.610(2)(  )(include necessary supporting documentation as Attachment 3).

### ~II~ Instream Water Right Information

2.3 Term of lease. This lease shall terminate on October 31, 2012. (If there is a conflict between the Pooled Lease Form and this form, the Pooled Lease Form will be the official term of the lease.)

### ~III~ Other Information

- 3.1 Accuracy. The Undersigned Lessor(s) and Lessee(s) declare that, to the best of their knowledge and belief, the information contained in this application is true, correct and complete. If after the lease order is signed, any information is determined to be false, the lease order may be modified or terminated. The lease only exercises the water rights being leased, for the term of the lease. It shall not be construed to overcome any claim that the water right may otherwise be subject to forfeiture for nonuse pursuant to ORS 540.610 during the period of time prior to the execution of the lease.
- 3.2 Lease. Lessor(s) and Lessee(s) agree to lease the water rights listed in Section(s) 1.5 for instream use for the term of this lease through Lessee to the Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077.
- 3.3 Precedent. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077 a new injury review shall be

required, and a prior short term lease shall not set a precedent for the amount of water to be leased or transferred instream.

3.4 **Suspension of original use.** During the period of the lease, the water right holder agrees to suspend use of water allowed under the subject water rights and under any water right that is supplemental to the subject water rights.

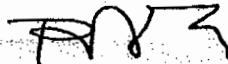
3.5 **Termination provision.**

For multiyear leases, the Lessor(s) shall have the option of terminating the lease each year with written notice to the Department. The lease may be terminated at any time during the calendar year. However, if the termination request is received less than 30-days prior to the period of allowed instream use or after the period of allowed use has begun for the water right(s) being leased, water may not be used under the right(s) leased until the following calendar year, unless the Director determines that enlargement would not occur. The Department may also require:

- Written notice to the Department with original signatures;
- Consent by all parties to the lease; and/or
- Written notice to the Watermaster's office.

For multiyear leases, the lessor shall not have the option of terminating the lease, without consent by all parties to the lease.

3.6 **Modification to prevent injury.** Allocation of water to the instream use described in Section 2.2 during the term of this lease is not reasonably expected to cause injury to other rights to use water from the same source. If injury is found after this lease is signed, the lease may be modified or terminated to prevent injury.

Lessor #1:  Date: 2-2-12  
Blake Hastings, Managing Member, Anderson Ranch, LLC

For additional Lessors, type in space for signature and date

Shawn Gerdes for Arnold Irrigation District Date: \_\_\_\_\_

Other Attachments As Needed:

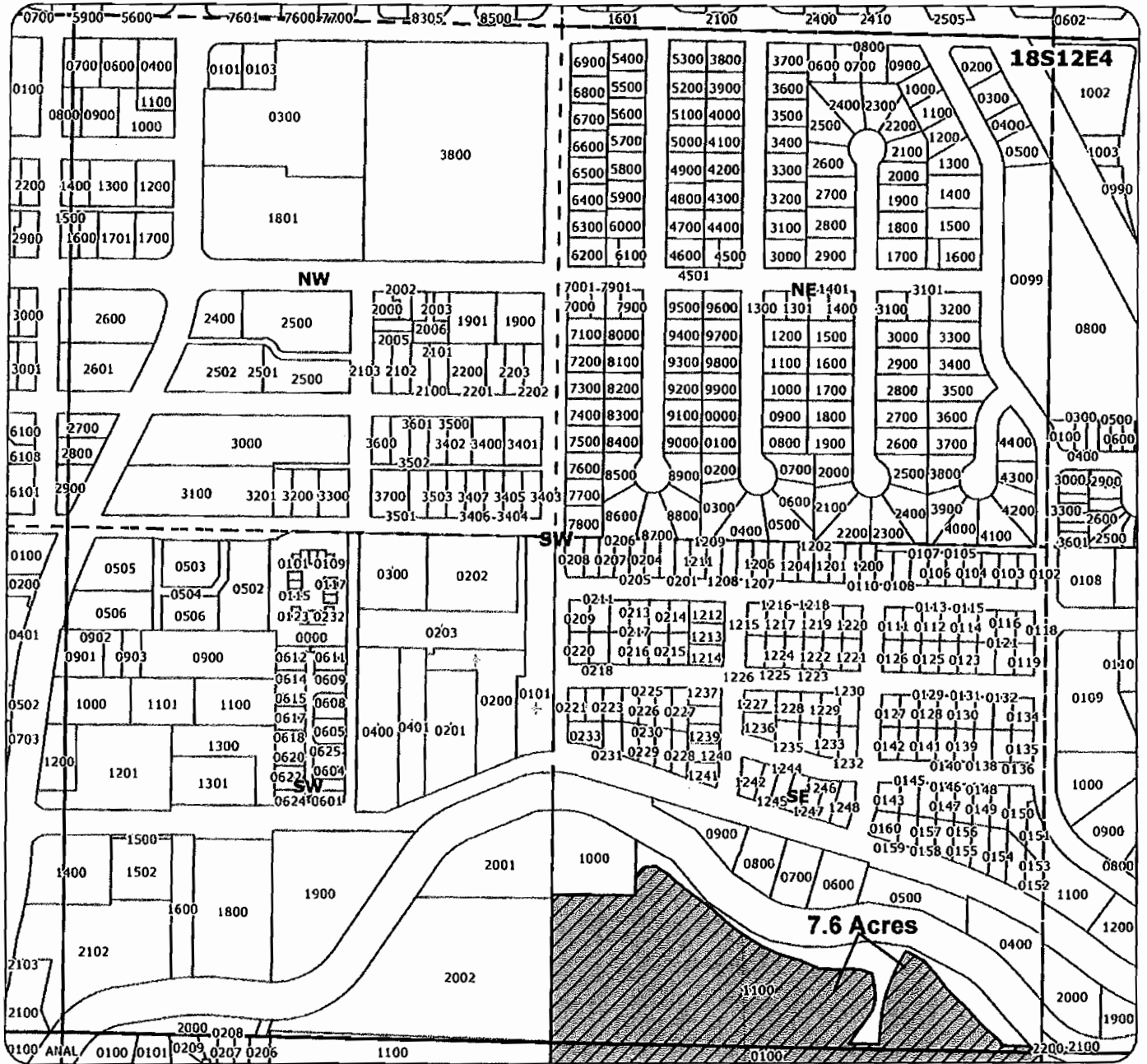
Exhibit 5-A: Tax Lot Map. (See instructions.)

Exhibit 5-B: Detailed map illustrating lands under subject rights to be leased; required if only part of a right is being leased instream. Exhibits 5-A and 5-B may be combined into a single map. (See instructions.)



Exhibit 5-C: Supporting documentation indicating why a right is valid and not subject to forfeiture even though the right has not been exercised for five or more consecutive years (required if the second box in Section 1.6 of this form is checked)

Exhibit 5-D: Split Season Instream Use Form

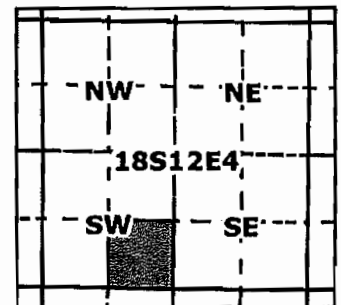
# 2012 Arnold Irrigation District Instream Lease Map



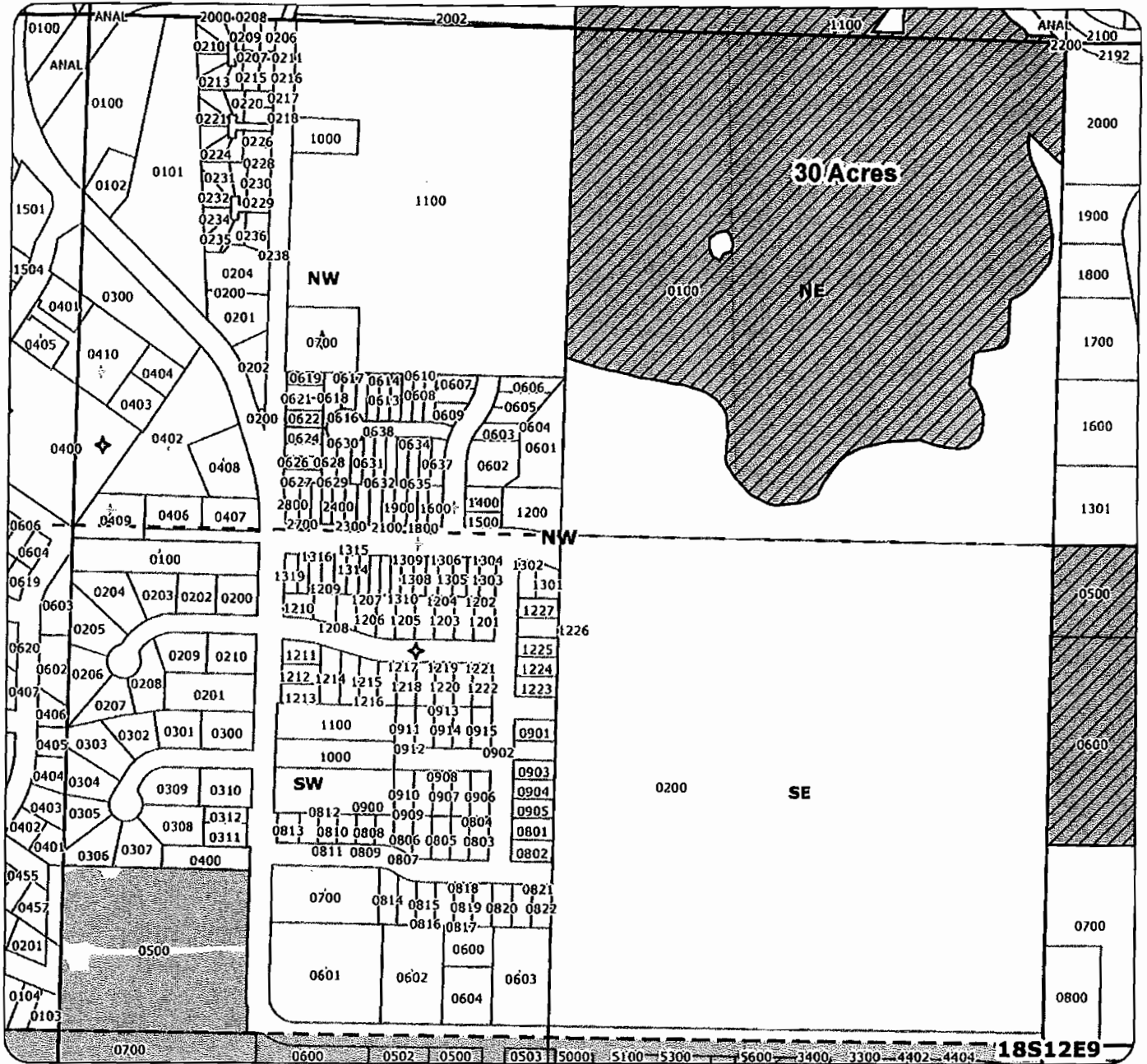
## Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights



For:  
Anderson Ranch, LLC  
Taxlot 1100 - 7.6 Acres  
0 Acres Remaining on Taxlot 1100  
in 18S12E4SESW  
Total Lease of 7.6 Acres



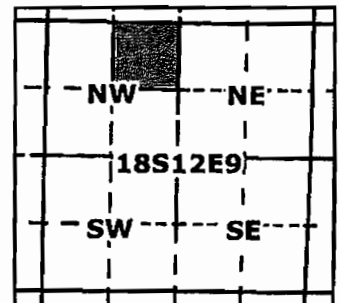
# 2012 Arnold Irrigation District Instream Lease Map



## Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights

For:  
Anderson Ranch, LLC  
Taxlot 100 - 30 Acres  
0 Acres Remaining on Taxlot 100  
in 18S12E9NENW  
Total Lease of 30 Acres



**GRANTOR:**  
**LINDA R. ANDERSON**  
**1922 SW 37th ST**  
**Redmond OR 97756**

**GRANTEE:**  
**ANDERSON RANCH LLC**  
**525 Harlow Rd**  
**Springfield, OR 97477**

After Recording Return to:  
**ANDERSON RANCH LLC**  
**525 Harlow Rd**  
**Springfield, OR 97477**

Until a change is requested all tax statements  
Shall be sent to the following address:  
(same as above)

74874

## STATUTORY WARRANTY DEED

LINDA R. ANDERSON, herein called grantor, convey(s) and warrant(s) to ANDERSON RANCH LLC, herein called grantee, all that real property situated in the County of Deschutes, State of Oregon, described as:

### PARCEL 1:

The Northeast quarter of the Northwest quarter of Section 9 and that part of the Southeast quarter of the Southwest quarter of Section 4, lying South of the main canal of the Central Oregon Irrigation District, all in Township 18 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon;

EXCEPTING THEREFROM that portion as described in Deed to John Collins and Vera Collins, Husband and Wife, in Deed recorded February 24, 1981, in Book 336, Page 793, Deed Records.

### PARCEL 2:

A tract of land in the Southeast quarter of the Southwest quarter of Section 4, Township 18 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon and described as follows:

Beginning at a point on the Southerly right of way line of Reed Market Road, said point being 600 feet East of the West line of the Southeast quarter of the Southwest quarter of Section 4, Township 18 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon; thence South 73°49'15" East along the Southerly right of way of Reed Market Road a distance of 23.0 feet to the Point of Beginning of the tract herein described, the said point being South 7460.36 feet and East, 2013.00 feet, from the City of Bend Meridian; thence from this point running South 16°10'45" West, 162.20 feet to a point on the North edge of the Bank of the COI canal; thence South 65°54'22" East, 38.99 feet; thence South 79°54'22" East, 61.74 feet along the edge of the canal bank; thence North 16°10'45" East, 164.0 feet to a point on the South line of Reed Market Road; thence North 73°49'15" West, 100.0 feet along the South right of way line of a road to the Point of Beginning, in Deschutes County, Oregon.

(Tax #181204 CD 01100 SERIAL 119566, 181204 CD 00700 SERIAL 119570, 181209 B0 00100 SERIAL 120323)

and covenant(s) that grantor is the owner of the above described property free of all encumbrances except covenants, conditions, restrictions, reservations, rights, rights of way and easements of record, if any, and apparent upon the land, contracts and/or liens for irrigation and/or drainage; and except any real property taxes due but not yet payable; and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$2,200,000.00.

Return To:  
**Deschutes County**  
**Title Company**

Deschutes County Official Records		<b>2012-001576</b>
D-D		01/20/2012 09:19:59 AM
Stn=1 BECKEYN		\$10.00 \$11.00 \$10.00 \$10.00 \$0.00
		<b>\$53.00</b>
I, Nancy Blankenship, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.		
Nancy Blankenship - County Clerk		



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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

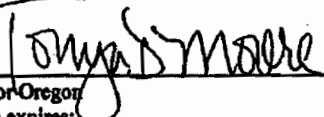
Dated: January 19, 2012

  
LINDA R. ANDERSON

\_\_\_\_\_  
\_\_\_\_\_

STATE OF OREGON, County of Oregon ) ss.

On January 19, 2012, personally appeared the above named LINDA R. ANDERSON and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:   
Notary Public for Oregon  
My commission expires: \_\_\_\_\_



Official Seal