

# 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.

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

Optional Identification by Lessor/Lessee:									
	be leased is located in Deschutes County.								
This Lease is between	een:								
Lessor #1:									
Name	Arnold Irrigation District								
•	19604 Buck Canyon Rd								
•	de <u>Bend, OR 97702</u>								
Telephone number									
E-mail address** _	aidist@bendbroadband.com								
Lessor #2, 3, etc. (	provide same information as identified above)								
	t than Oregon Water Resources Department):								
	Deschutes River Conservancy								
	700 NW Hill St								
• • •	de <u>Bend, OR 97701</u>								
	541-382-4 <u>077 xt 16</u>								
E-mail address** **BY PROVIDING AN E-MA	gen@deschutesriver.org								
	S OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.								
Trustee: Oregon Water Reso 725 Summer Street Salem, OR 97301-1 (503) 986-0900	NE, Suite A								
	~I~ Water Right Holder and Water Right Information								
proper Lot nu appurt	#1 is the water right holder, or authorized agent for water right holder of the ty located at: Township 18 S, Range 11 and 12 E, Section Mult and Tax mber Mult . If the water right appurtenant to these lands is also enant to lands owned by others who are not included in this application, then ment 1 (tax lot map), needs to be included.								

1.2	□ ⊠ whi	Not app Official och conv	olicable I represo eys wa	ter to the	of <u>Arnold</u> subject v	water right	District (Less s. et water rights			district
1.3	6 For	the wat	er right	(s) being	g leased, l	ist all wate	er rights appur ying rights.	_		nds.
	Cer	tificate	No(s). <u>7</u>	<u>4197 &amp;</u>	76714 su	рр				
1.4	Are Pro	some o	r all of Yes	the land: ⊠ No			of a Conservat program:	ion Reserv	ve Enhance	ment
1.5	The Cert (Ii Leg	first right difficate I fyou need al Seasone entire If no rang	th to be No.: 74.  ed to enter on of Use water in the period of the peri	e leased in 197 ler another ere: April ight certain the low the lon, and !	r leased right of leased right of leased right of leased right of lease of the leas	ght, please per 31 ing leased he subject h will be c	an.  1.3 is further use the addition  ?  Yes  water right by lried up as par h will not rece	No Vegal des	ght form.)  cription of ase, and inc	township,
	Т	R	Sect	4 4	Tax Lot		Type of Use	*Page#	*Priority	*Previous
		ne on the	certifica	e. If any	portion of t	he right prop	greater than 10 p posed to be lease on of a previous	d was leased	l previously,	
1.	See	place	of	use	table	attached	_ ·	lease is opti	1905	IL-1224 & 941
2.										IL-
3.										IL-
4.										IL-
5.							•			IL-
	Tota Acre Max 4/1-4 5/1-5 5/15 (Max	I number-feet of imum rations & 1/30 & 1/5/15 & 9/15 Use additions discussed additions of the second a	er of acres storage ate asso 10/1-10/0/15-9/3 ional line uty asso ional line	res being i, if appl ciated w /31 Sea /0 Seas Seas s if there cost if there	g leased, in icable: n/s  ith the rightson 1 - 0.0  son 2 - 0.0  son 3 - 0.0  is more that  is more that	f for irriga a ght to be le .064 (2/1/1) 064 (2/1/1) n one rate as ght to be 1	tion (or other cased (cfs): 1905) & 0.157 (905) & 0.225 (905 & 0.322 (sociated with the cased (ac-ft): ssociated with the	acre equivolette (4/25/1905) 4/25/1905 4/25/1905 water right 173.94	201 (201 (201 (201 (201 (201 (201 (201 (	-
1.6	Additi	onal W the wate	ater Ri er has b	ght For een used	m. Lesso l over the	or(s) attests past five y	ection 1.5 of s (mark one) to years according water right on	hat: g to the te		

	the water has <u>not</u> 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:
	<ul> <li>Conservation, maintenance and enhancement of aquatic and fish life, wildlife, and fish and wildlife habitat</li> <li>Pollution abatement</li> <li>Recreation and scenic attraction</li> </ul>
2.2	Instream use created by lease of the water right described in Section 1.5. The instream use to be created is described as follows:
	In the Deschutes River
	Tributary to Columbia River in the Columbia Basin.
<u>(9.56</u>	Instream volume in acre-feet (may be up to the same as the duty identified in Sec 1.5): 48.35 of 2/1/1905 & 38.79 of 4/25/1905)  Instream rate in cfs (may be up to the same as the rate identified in Sec 1.5): Season 1 - 0.023 (2/1/1905) & 0.055 (4/25/1905)  Season 2 - 0.023 (2/1/1905) & 0.079 (4/25/1905)  Season 3 - 0.023 (2/1/1905) & 0.113 (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).
	<ul><li>☐ Instream use protected at the point of diversion (POD).</li><li>☐ Or within a proposed reach.</li></ul>
	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, T18S, R11E, 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 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.)
	If you need to enter more instream uses, please use the additional water rights form.  Application for Short-Term Instream Lease / 3  TACS

- 2.3 Term of lease. This lease shall terminate on October 31, 2013
- 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 then 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.

\$400 for an application with four or more lan \$250 for all other applications.	
Lessor #1: Mouse	Date:3/29/13
Arnold Irrigation District	
For additional Lessors, type in space for signature and dat  Lessee:   Lessee: Allege Generalization of the second	
Deschutes River Conservancy	
Other Attachments as Needed:	
Attachment 1: Tax Lot Map. (See instructions.)	
Attachment 2: Detailed map illustrating lands under subje of a right is being leased instream. (See ins	
Attachment 3: Supporting documentation indicating why a even though the right has not been exercise	

(required if the second box in Section 1.6 is checked). Attachment 4: Split Season Instream Use Form

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

		Number of Acres d Instream Here	
ı	The second secon		11.28



## For Primary Water Right - Certificate 74197

Enter Rates by Priority Date			1 1 05 1005
on Lease Form	Full Rate	February 1, 1905	April 25, 1905
Season 1	0.221		
Season 2	0.289		
Season 3*	0.386	:	
* The rate identified for Season 3 ha right (150.0 CFS) will not be exceed			)
Duty (AF) associated with leased	right for Section 1.5 of the	Lease Application Form	
Duty (decree) AF/Acre =	15.42		
•			

Enter Rates by Prior on Lease Form	ity Date	Full Rate	February 1, 1905	April 25, 1905				
Season 1		0.077						
Season 2		0.101						
Season 3		0.135	0.135					
Volume (AF) leased	linstream for Section 2			le 40				
Volume (AF) leased	I Instream for Section 2	AF/Season		5.40				
Volume (AF) leased Season 1			Duty (decree) AF/Acre = Total =	5.40 60.88				
	# days	AF/Season 9.37	Duty (decree) AF/Acre = Total = Feb. 1905 portion =					
Season 1	# days 61	AF/Season 9.37 6.02	Duty (decree) AF/Acre = Total =					

For Supplemental Water Right from Crane Prairie Reservoir - Certificate 76714

Duty Associated with Leased Right for Section 1.5 of	the Additional Water Right Form

Volume (AF) leased instream for Section 2.2 of the Additional Water Right Form

Exhibit - AID Pooled Water Rights 2013

18	11	24	SWNE	3300	1.1	IRRIG	3	2/1/1905 - 4/25/1905	IL-1224
18	11	24	NESE	7300	0.3	IRRIG	4	2/1/1905 - 4/25/1905	IL-1224
18	11	24	NESE	7400 (LLAdjust-7300)	0.2	IRRIG	4	2/1/1905 - 4/25/1905	IL-1224
18	11	25	NENW	2000	0.25	IRRIG	4	2/1/1905 - 4/25/1905	IL-1224
18	11	25	WNW ·	4700	0.2	IRRIG	5	2/1/1905 - 4/25/1905	IL-1224
18	11	26	NWNE	8000	0.5	IRRIG	5	2/1/1905 - 4/25/1905	IL-1224
18	12	8	SESE	3200 (3202)	0.5	IRRIG	T-9636	2/1/1905 - 4/25/1905	IL-1224
18	12	8	SESE	1416	0.25	IRRIG	9	2/1/1905 - 4/25/1905	IL-1224
18	12	8	NWNE	301	0.75	IRRIG	7	2/1/1905 - 4/25/1905	IL-1224
18	12	9	NWNW	700	0.48	IRRIG.	10	2/1/1905 - 4/25/1905	IL-1224
18	12	17	NESE	2400 (900)	0.05	IRRIG	14	2/1/1905 - 4/25/1905	IL-1224
18	11	25	SWSW	2800 (In 24 SWSW & 25 NWNW)	0.75	IRRIG	4	2/1/1905 - 4/25/1905	,
				but in certificate as 24 SWSW					
18	11	25	NENW	1600	0.75	IRRIG	4	2/1/1905 - 4/25/1905	
18	12	22	SWNW	1200	0.59	IRRIG	16	2/1/1905 4/25/1905	
18	11	23	NESE	3500	0.25	IRRIG	3	2/1/1905 - 4/25/1905	IL-941
18	12	17	NENW	1001	0.5	IRRIG	13	2/1/1905 - 4/25/1905	IL-941
18	11	26	NENE	5900	0.5	IRRIG	5	2/1/1905 - 4/25/1905	IL-941
18	12	17	NWNE	1002	0.5	IRRIG	13	2/1/1905 - 4/25/1905	IL-941
18	12	17	NENW	906	0.3	IRRIG	13	2/1/1905 - 4/25/1905	IL-941
18	12	17	NWNE	906	0.2	IRRIG	13	2/1/1905 - 4/25/1905	IL-941
18	11	24	SESW	4000	0.32	IRRIG	4	2/1/1905 - 4/25/1905	IL-941
18	12	8	NENE	405	0.2	IRRIG	7	2/1/1905 - 4/25/1905	IL-941
18	12	9	NWNW	405	0.2	IRRIG	10	2/1/1905 - 4/2/1905	IL-941
18	11	26	NENE	5300	0.24	IRRIG	5	2/1/1905 - 4/25/1905	IL-941
18	11	25	NWNW	400	0.4	IRRIG	5	2/1/1905 - 4/25/1905	IL-941
18	11	24	NWSW	1200	0.5	IRRIG	4	2/1/1905 - 4/25/1905	IL-941
18	11	26	NENE	3000	0.5	IRRIG	5	2/1/1905 - 4/25/1905	IL-941
					11.28		•		

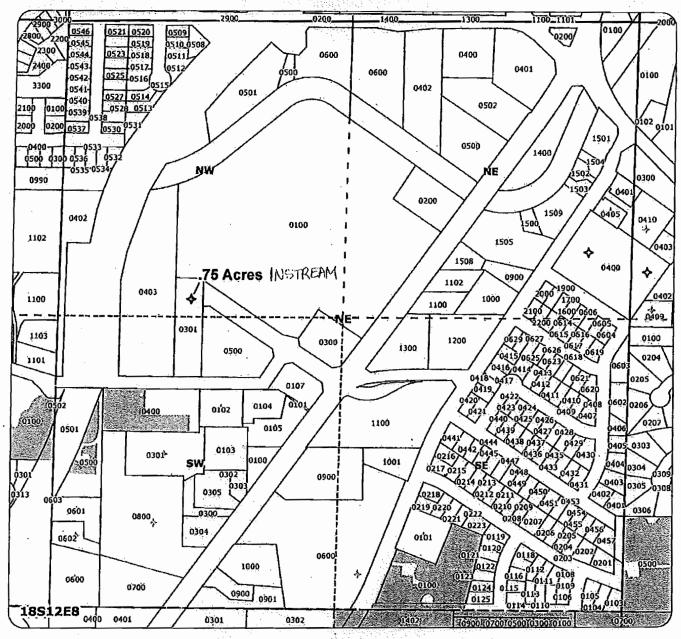
# Arnold Irrigation District Held Water Rights - 2013 instream lease Priority 2/1/1905-4/25/1905

		8UD											
Ŕ	Sect	a	Taxlot	Acres	Use	Cert#	Page #	Priority	Prv Lease		Deed	Map	Original WR holder
12	8	NWNE	00301	0.75	IRR	74197	7	1905	1224			Y	B&C Development /Sheldon Development
11	24	NESE	07300	0.30	IRR	74197	4	1905	1224			Y	Robert Wood (0.5 ac total in 2 TL)
11	24	SESE	07400	0,20			4	1905				Y	07/1990 approved for a lot line adj, created only one 0.5 ac TL 7300
11	24	SWNE	03300	1,10	IRR		3	1905	1224			Y	John and Alice Cymbala
11	25	NWNW	4700		IRR		5	1905				Y	Leslie Hansen
11	25	NENW	02000				4	1905	1224 & 114	0 X		Υ	Lisa Bums
11	26	NWNE	.00080				5					Υ "	Dennis Fiore
12	8		3200(3202)				T-9636	1905	1224			_ Y	True Vision Construction
12	8		1416	0.25			9	1905	1224			Y	George Bradshaw
12	9	NWNW	700	0.48	IRR	74197	10	1905				Y	CO Investors
12	17	NESE	2400(900)	0.05	IRR	74197	14	1905	1224 & 114	0 2008-22055	2007-44284	Y	Bend Golf and CC
									_				
11	25	SWSW	2800	0,75	IRR	74197	4	1905	n/a	2013-11770	96-28537	Y	David & Barbara Westoby
11	25	NENW	1600	0.75	IRR	74197	4	1905	n/a	2012-42821	2009-46580	Y	Lasher
12	22	SWNW	1200	0.59	IRR	74197	16	1905	n/a	2012-34475	2012-020899	Ÿ	Bradly Mombert
													·
11	23	NESE	3500	0.25	IRR	74197	3	1905	941	agy left X miles	89-03565	Y	Martin
12	17	NENW	1001	0.50	IRR	74197	13	1905	941	X	85-22576	Y	Storch-Hogue
11	26	NENE	5900	0.50	IRR	74197	5	1905	941	相称性 <b>X</b> 接线	75-8892	Y	May (Deed diff to read - also on Warranty Deed "225-981")
12	17	NWNE	1002	0.50	IRR	74197	13	1905	941	44 HARX 11 H.	98-50315	Υ	Dunn (Deed diff to read - also on Warranty Deed "520-1915")
12	17	NENW	908	0.20	IRR	74197	13	1905	941	3000 X 4000	87-10598	Y	Voos 0.27
12	17	NWNE	906	0.30	IRR	74197	13	1905	941	THE X	87-10598	Y	Voos 0.3?
11	24	SESW	4000	0.32	IRR	74197	4	1905	941	<b>X</b>	2002-55730	Y	Newman
12	8	NENE	405	0.20	IRR	74197	7	1905	941	X	99-38314-1	Y	Potter
12	9	NWNW	405	0.20	IRR	74197	10	1905	941	X	99-38314-1	Y	Potter
11	26	NENE	5300	0.24	IRR	74197	5	1905	941	#PANK X WHICH	93-33025	Y	Martin
11	25	NWNW	400	0.40	IRR	74197	5	1905	941	X	97-44765	Y	Manning
11	24	NWSW	1200	0.50	IRR	74197	4	1905	941	CONTRACTOR	95-21364		Conner
11	26	NENE	3000	0.50	IRR	74197	5	1905	941	48/16/1 <b>X</b> 4/04/9	2002-73125	Ÿ	Hardy
													<del></del>
			Total	11,28						***	- 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	W1/2 4	"legacy" water rights - from before the AID office fire. These have a special
	12 11 11 11 11 11 12 12 12 12 12 11 11 1	12 8 11 24 11 24 11 25 11 25 11 25 11 26 12 8 12 8 12 9 12 17 11 25 11 25 11 25 11 27 11 28 11 27 11 28 12 9 12 17 11 28 12 17 11 26 12 17 11 26 12 17 11 26 12 17 11 26 12 17 12 17 12 17 12 17 12 17 11 24 12 8 12 9 11 25	12 8 NWNE 11 24 NESE 11 24 SESE 11 24 SWME 11 25 NWNW 11 25 NENW 11 26 NWNE 12 8 SESE 12 8 SESE 12 9 NWNW 12 17 NESE 11 25 NENW 12 17 NESE 11 25 NENW 11 25 NENW 11 25 NENW 11 27 NESE 11 27 NENW 11 28 NESE 12 17 NENW 11 26 NENE 12 17 NENW 11 26 NENE 12 17 NWNE 12 17 NENW 12 17 NENW 13 17 NENW 14 SESW 15 SESE 16 NENE 17 NENW 18 NENE 19 NWNW 19 NENE 19 NWNW 11 26 NENE 19 NWNW 11 26 NENE 11 27 NENW	12   8	12   8	12	12   8	12   8	12         8         NWNE         00301         0.75         IRR         74197         7         1905           11         24         NESE         07500         0.30         IRR         74197         4         1905           11         24         SESE         07400         0.20         IRR         74197         4         1905           11         24         SWNE         03300         1.10         IRR         74197         3         1905           11         25         NWNW         4700         0.20         IRR         74197         5         1905           11         25         NWNE         08000         0.50         IRR         74197         5         1905           11         26         NWNE         08000         0.50         IRR         74197         5         1905           12         8         SESE         3200(3202)         0.50         IRR         74197         7         7.9836         1905           12         8         SESE         1416         0.25         IRR         74197         9         1905           12         9         NVNNW         700         0.48	12   8	12   8	12 8 NWNE 00301 0.75 IRR 74197 7 1905 1224 2008-33297 2004-61849 111 24 NESE 07300 0.30 IRR 74197 4 1905 1224 2008-33298 88-21724 111 24 SESE 07400 0.20 IRR 74197 4 1905 1224 2008-32298 88-21724 111 24 SESE 07400 0.20 IRR 74197 3 1905 1224 2008-2253 2005-09225 111 25 NWNW 0700 0.20 IRR 74197 5 1905 1224 8.1140	12   8

Shaded with "X" are Tegacy" water rights - from before the AID office fire. These have a special exception from OWRD. All of these water rights have been leased and documented in previous leases with OWRD.

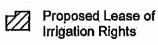
Taxlots are attached to lease form in the order they appear on this spreadsheet, map first, followed by deeds

# 2013 Arnold Irrigation District Instream Lease Map



**Application for 1-year Instream Lease** 

**Primary: Certificate 74197** 

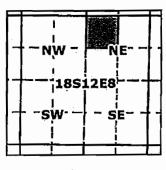


Water Rights

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



Date Created: March 2012



N

1 inch = 400 feet

DESCRIPTES COUNTY OFFICIAL RECORDS NANCY BLANKEN . . . COUNTY CLERK 2008-33297

D-D Cht=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 LAWSHITS 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 31st 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° 36' 21" West for a distance of 1589.89 lineal feet to a point; thence through an angle of 90° 21' West to the left and on a bearing of 90° 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° 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	
STATE OF OREGON, County of Deschutes) ss:	• ———
SIGNED before me on the	ME

NOTARY PUBLIC FOR OREGON My commission expires: 12/04/09

arey Sheldon Grantor.

# **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

**Arnold Irrigation District** 

Shawn Gerdes, District Manager

STATE OF OREGON, County of Deschutes

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 2008.

OFFICIAL SEAL JUANITA DEJARNETT NOTARY PUBLIC-OREGON COMMISSION NO. 409540 MY COMMISSION EXPIRES AUG. 31, 2010

Notary Public for Oregon

My/Commission Expires:

Page 2 of 3 - BARGAIN & SALE DEED , B&S Deed B&CDevelop.doc

JUNTY CLERK

2004-61849



Cnt=1 Stn=1 BECKEY \$10.00 \$11.00 \$10.00 \$5.00

After recording return to: 13600 SE SUNNYSIDE RD CLACKAMAS, OR 97015

Until a change is requested all tax statements shall be sent to the following address: SECONOMICO DE SECONOMICO DE LO DEL LO DE LO DEL LO D 13600 SE SUNNYSIDE RD CLACKAMAS, OR 97015

### WARRANTY DEED -- STATUTORY FORM

SCOTT INVESTMENTS, LLC, Grantor,

conveys and warrants to

BAC DEVELOPMENT LLC

the following described real property, free of encumbrances except as specifically set forth herein, to wit:

The Southerly 435.27 feet of the Easterly 105.00 feet of the Westerly 125.00 feat 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°36'21" West for a distance of 1589.89 lineal feet to a point; thence through an angle of 90°21' West to the left and on a bearing of 90° 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°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.

Tax Account No(s): 119931 Map/Tax Lot No(s): 18-12-08-AB-00301

This property is free from encumbrances, EXCEPT: All those items of record, if any, as of the date of this deed, including any real property taxes due, but not yet payable.

\$230,000.00 . The true consideration for this conveyance is

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.

day of October, 2004.

RECORDED BY: WESTERN TITLE & ESCROW CO. 15-00/8104

RUSSELL SCOTT

MEMBER

A 4After recording return to: 10/05/04

STATE OF OREGON, COUNTY OF DESCRUTES ) 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\_

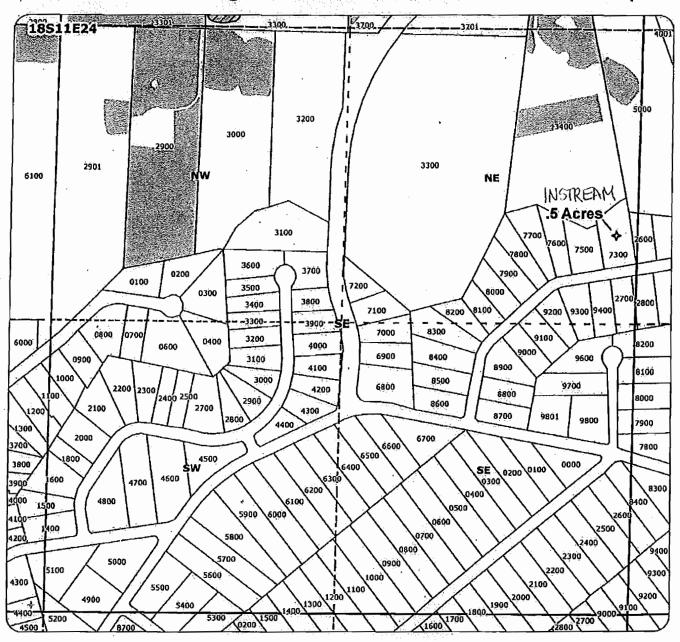
TITLE NO.

15-0018704

ESCROW NO. 15-0018704

OFFICIAL SEAL
DENISE DENT
NOTARY PUBLIC-OREGON
COM-468510N NO. 357624
MY COMMISSION FAFIRES JUL 1, 2006

# 2013 Arnold Irrigation District Instream Lease Map



Application for 1-year Instream Lease

**Primary: Certificate 74197** 

Proposed Lease of irrigation Rights

Water Rights

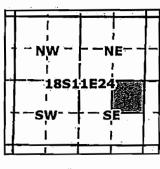
For:
Arnold Irrigation District
Taxlot 7300 - .5 Acres

0 Acres Remaining on Taxlot 7300
in 18S11E24NESE
Total Lease of .5 Acres

\* Taxlot 7300 & 7400 are, iv

\* Taxlot 7300 & 7400 are just one taxlot on 7300

Date Created: March 2012



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1 inch = 400 feet



www.geospátialsolutions.com

District Internal	
Notice #	

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

Page 3

DE TO THE PART OF		P.O. Box Bend, O	rrigation District : 9220 regon 97708 541-382-7664 FAX	: 541-382-08	33	
PRIC DES	TIFICATE #7 ORITY DATE CHUTES COL	02/01/1905 — UNTY	04/25/1905 3 OF ARNOLD IRRIGA	TION DISTRICT	·. 	
ENC	RESS	3	INZANITA LN.		OR 9770Z	
4. LOCATIO	ON OF USE	PERMANENT	CHANGE IN PLACE (	OF USE		
LOCATION C			- 7. M - 3			and the second second
TOWNSHIP	RANGE	SECTION	4, 4 OF SECTION	TAX LOT	# OF ACRES IRRIGATED	OTHER USE
. 18	11	24	NE SE	7300	.50	
		A STATE				
5. RECIPIEI NAM ADDI	B					
LOCATIO	N OF PROP	OSED USE				
TOWNSHIP	RANGE	SECTION	14, 14 OF SECTION	TAX LOT	# OF ACRES IRRIGATED	OTHER USE
#11 / K.	.*					
X. 20-		eri Santak keji da sah				
	howing the	reby certifies ti	of the present and p	pient are the dec	d holders of subject properties; that	our files are complete with

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, HERBY SWEAR THAT THE ABOV	'E NOTICE FO	R TRANSFER OF WATER
RIGHT AND THE STATEMENTS MADE ARE TRUE AND CORRECT,		·.

APPLICANT:	x / south Work	x3-10-06
RECIPIENT:	Name Mour Russ	Date 3-10-06
	Name Shawn Gerdes, Mariager	Date
FOR DISTRICT:		
	NT.	

2008-33298

\$41,00



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

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 I, 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.

Page 1 of 1 - BARGAIN & SALE DEED
BS Deed Wood2,doc

3

Rob	ert A. Wood,	Grantor	0			
9	out 1	7. Woo	al			
STA	TE OF ORE	GON, County	of Deschutes	s) ss:	-	
•	SIGNED	before me on t	he <u>39</u> da	y of W	14× 200	8, by <u>Rol</u>
					1	
	Con Marie	OFFICIAL	SEAL	1	Jua	uta K

NOTARY PUBLIC-OREGON COMMISSION NO. 409540

## 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

2008.

Arnold Irrigation District

My/commission expires:

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 <u>30th</u> day of 1,11,1 2008.

OFFIC

OFFICIAL SEAL
JUANITA DEJARNETT
NOTARY PUBLIC-OREGON
COMMISSION NO. 409540
MISSION EXPIRES AUG. 31, 2010

Notary Public for Oregon

ly Commission Expires Jug. 31. 2010

Page 2 of 3 - BARGAIN & SALE DEED B&S Deed Wood.doc



ANO MExhibit "A", & HESD

Lot Twenty-two (22) and East half (E ½) of Lot Twenty-three (23), in Block FF, Deschutes River Wood, Deschutes County, Oregon.

SHAWN J. SALISBURY and FAY A	A. SALISBURY, a/k/a FAY A. HOBBY
	Grants
conveys and warrants to	ROBERT A. WOOD
except as specifically set forth herein situe	eled in Deschutes County, Oregon, to-wi
Lot Twenty-two (22) and Eas	st half (El/2) of Lot Twenty-three (23), in Block
FF, Deschutes River Wood, D	Deschutes County, Oregon.
•	
. HE CRACE INC.	CHICKING CONTINUE DESCRIPTION OF SERVICES SIDES
'he said property is tree from encumbran	sufficient, continue description on reverse side; those as shown on the reverse side, if any;
1	
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	is \$34,500,00 (Here comply with the requirements of ORS 93.030
***************************************	
ated this22nd day of September	
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	PROPERTY DE- VICABLE LAND  Shawn J. Salisbyry  OR ACCEPTING  TITLE TO THE LATE CITY OR  VICE USES.  TAY A. Salisbury a/k/a/ Fay A. Ho
TATE OF GREGON County of Desch	PROPERTY DE- UCABLE LAND  OR ACCEPTING  THE TO THE LATE CITY OR  VEO USES.  HOY A. Salisbury a/k/a/ Fay A. Ho  hutes ss.
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TATE OF OREGON, County of Desch	PROPERTY DE
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TATE OR OR BOON County of Desch This instrument was acknowledged bei Shawn il. Salisbury and Fay f  OTARY  OF WARRANTY DEED  hawn J. & Fay A. Salisbury oranto	PROPERTY OF - ILCABLE LAND OR ACCEPTING TITLE TO THE LAND OF SALTS BUTY OR LAND OF SALTS BUTY A/R/A/FAY A. HO hutes
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Shawn ii Saldsbury and Fay A  OTARY  OT WARRANTY DEED  hawn J. & FEX A. Salisbury  obert A. Wood  9600 Squaw River Lane  oranna	PROPERTY OF - ILCABLE LAND OR ACCEPTING TITLE TO THE ALTE CITY OR HOUSES. Flay A. Salisbury a/k/a/ Fay A. Ho hutes  Notary Public for Oregon My commission expires. NOTAY INC. 1.355  My commission expires. NOTAY INC. 1.355  STATE OF OREGON,  County of I certify that the within Instrument was received for record on the day of the service of the servic
TATE OR ORROW. County of Desch This instrument was acknowledged bei Shawn. II. Salisbury and Fay. I OTARY OF WARRANTY DEED  AND J. S. F. S. A. Salisbury OBERT A. WOOD  ORANTO  GRANTES APPRESS, NP  of (recording return to)  Tantee  Ha change is requested, all lox stolements	PROPERTY OF PICABLE LAND OR ACCEPTING TITLE TO THE ALTER CITY OR Note of the Commission of the County of the Count
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TATE OR ORBON County of Desch This instrument was acknowledged bei Shawn il. Salisbury and Fay f OTARY  OTARY  OT WANGANTY DEED  hawn J. FEV. A. Salisbury obert A. Wood  ORANTO  GRANTES APPRESS, NP of (scording return to)  Tantee  Hatbonge is requested, all lox stolements	PROPERTY OF PICABLE LAND OR ACCEPTING TITLE TO THE ALTER CITY OR Note of the Commission of the County of the Count

Bend Title Company

- 1. 1988-1989 Taxes; A lien not yet payable.
- 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 \$26,125.00 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 ) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND RECORDER OF CONVEYANCES, IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAY THE WITHIN INSTRUMENT WAS RECORDED THIS DAY.

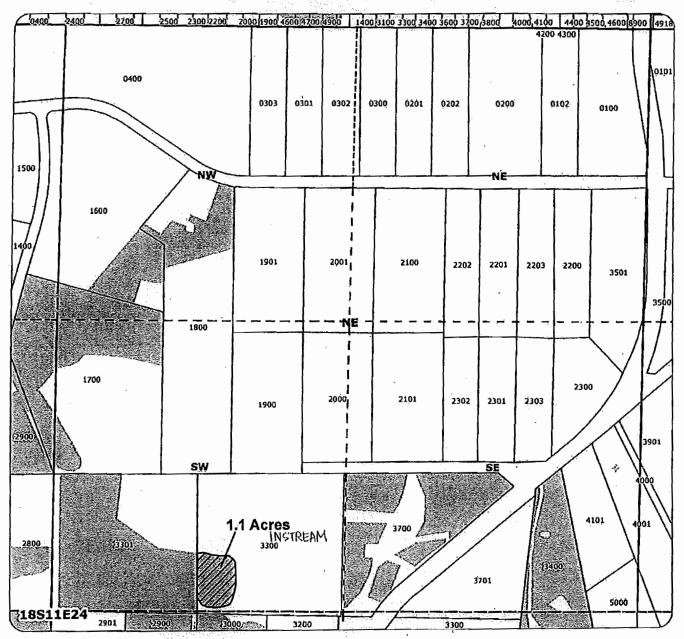
88 SEP 23 PM 3: 32

MARY SUE PENHOLLON COUNTY CLERK

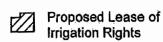
88-21724 FEE 15

DESCRIPTES COUNTY OFFICIAL RECORDS

# 2013 Arnold Irrigation District Instream Lease Map



Application for 1-year Instream Lease Primary: Certificate 74197



Water Rights

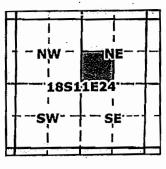
For:
Arnold Irrigation District
Taxlot 3300 - 1.1 Acres
0 Acres Remaining on Taxlot 3300
in 18S11E24SWNE
Total Lease of 1.1 Acres



Geo-Spatial Solutions, Inc.

www.geospatialsolutions.com

Date Created: March 2012





1 inch = 400 feet

DESCHUTES COUNTY OFFICIAL RECORDS NANCY BLANKENSHIP, COUNTY CLERK

2008-22053

05/20/2008 04:19:40 PM

00615056200800220530240044

\$46.00

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.

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.

11

M R/	
John Symbala, Grantey	
ARIZONA Mohaves STATE OF OREGON, County of Deschutes) ss:	
SIGNED before me on the 2 day of 4 day of Grantor.	EBRUARY, 2007, by
· · · · · · · · · · · · · · · · · · ·	A STATE OF THE STA
RYVONA B. STEPHENS Notary Public - Arizona Mohave County My Comm. Expires Feb 8, 2010	NOTARY PUBLIC FOR OREGON Prizonal  My commission expires:
alite Cymbala	
Alice Cymbal Grantor	
STATE OF OREGON, County of Deschutes) ss:	
	· · · · · · · · · · · · · · · · · · ·
SIGNED before me on the 2 nd day of -1 Ex	Beilaly, 2007, by 1-7/100
Crantor.	
· (	
	NOTATY PURIL Y DOD ONE CON - TO PARA
Jacobson	My commission expires Jub 08,200
RYVONA B. STEPHENS	
Notary Public - Artzona Mohave County	
My Comm. Expires Feb 8, 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 ofMo	2008.
	Arnold Irrigation District
	By: Mour Aus Shawn Gerdes, District Manager
STATE OF OREGON, County of Deschutes	) ss.
Before me, a Notary Public, personally acknowledged the foregoing instrument on behoof May 2008.	appeared Shawn Gerdes the above-named manager, and half of Arnold Irrigation District. Before me this day

Notary Public for Oregon
My Commission Expires: 05/15/2010

OFFICIAL SEAL
BETTY E JAQUA
NOTARY PUBLIC-OREGON
COMMISSION NO. 406086
MY COMMISSION EXPIRES MAY 15, 2010

### Exhibit "A"

The East Half (E ½) of a portion of the Southwest Quarter of the Northeast Quarter, (SW ½ NE ½) 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 BLANKENSHIP, COUNTY CLERK

\$36,00

THIS

02/18/2005 11:50:22 AM

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



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 Calico 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 day of

Page 1 of 2

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

APN: 107317

Statutory Warranty Deed - continued

File No.: 7061-517539 (MSR) Date: 02/07/2005

= Eny( , , & Jul	Die Dillaca medo
Terry L. Blackwell	Linda S. Blackwell

STATE OF Oregon

)ss.

County of

Deschutes

This instrument was acknowledged before me on this <u>15</u> by Terry L. Blackwell and Linda S. Blackwell,

day of February

20<u>05</u>

Notary Public for Oregon My commission expires:

OFFICIAL SEAL
MELISSA S RIVERMAN
NOTARY PUBLIC-OREGON
COMMISSION NO. 349597
MY COMMISSION EXPIRES OCT. 19, 2006

- "1 (3) (20)E-	WESTERN TITLE & ESCROW	CE TRUST DEED	329 7 2506	Q.
	117034	J-SI <sup>2</sup>		
3	THIS TRUST DEED, made it	his12th day of	February	(ween
}	JOHN W. CYMBALA AND ALICI	E.M. CYMBALA, husband and	i.wife ,as G	rantor
	WESTERN TITLE & ESCRUM U	MPAIYY	ds Tzusia	oo, ariu
1	······································		,, as Велеі	ficiary,
lj .		WITNESSETH:	stee in trust, with power of sale, the prop	artv in
	Deschutes Coun	ity, Oregon, described as:	1100 M 11001, 11111 PAINET OF EACH, 1111 PERSON	
I	SEE ATTACHED EXHLBIT "A"			
il				
∦			r st. st. 1444 thousands heleaded on by normal	
H	logether with all and singular the tenements or herealter appertaining, and the rants, iss	s, hereditaments and appurtenances an ues and prolits thereof and all liziure	ed all other rights thereunto belonging or in anym a now or herealter attached to or used in connecti	on with
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The grantor warrants that the proceeds of the loan represented by the above described note and this trust doed are:

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

(b). Lor, an organization, or formal independent and the proceeding purposes, which is the same of the personal process. This deed applies to, inques to the benefit of and binds all parties herefo, their heirs, tegatess, devicess, administrators, executors, personal preparents, successors and assigns. The term beneficiary that mean the 'holder and owner, including pledges, of the contract secured hereby, whether or not named are a 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 it the context to requires, the singular shall be taken to mean and include the plural, and the generally all grammplical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporation and to individuals.

IN WITNESS WHEREOR, the grantor has executed this instrument the day and year tirst above written. except none \*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, such word is delicated in the Truth-in-Lending Act and Regulation X, the beheficiary MUST comply, with the Act and Regulation by making required disclosures; for this purpose use Steyan-Nest Ferm No. 1219, or equivolent. If compliance with the Act is not required, disregard this nation. John W. Cymrala/ Alice M. Cymbala STATE OF OREGON, County of .... Deschutes .... February 15, 19.94 

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This instrument was acknowledged before me on .... OFFICIAL SEAL
S. PHINNEY
NOTARY PUBLIC OREGON
COMMISSION HO, 018350
MY COMMISSION EXPRES OUT, 16, 1988 Notary Public for Oregon <u> 10-</u>10-96 My commission expires ... REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been pold.) . Trusico The undersigned is the legal owner and holder of all indebtedness secured by the loregoing trust deed. All sums secured by the frust 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 slatute, to cancal all evidences of indebtedness secured by the trust deed (which are delivered to you berswith 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. Mall reconveyance and documents to

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Bein must be delivered to the trustee for concellation before recenveyonce will be made. Beneficiary

. !

329 - 2508

Order No. 117234-SP

BXHIBIT "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 ) SS.

I, MARY SUE PENHOLLOW, COUNTY CLIRK AND RECORDER OF CONVEYANCES, IN AND FOR SAID COUNTY, DO HERCEY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECORDED THIS DAY:

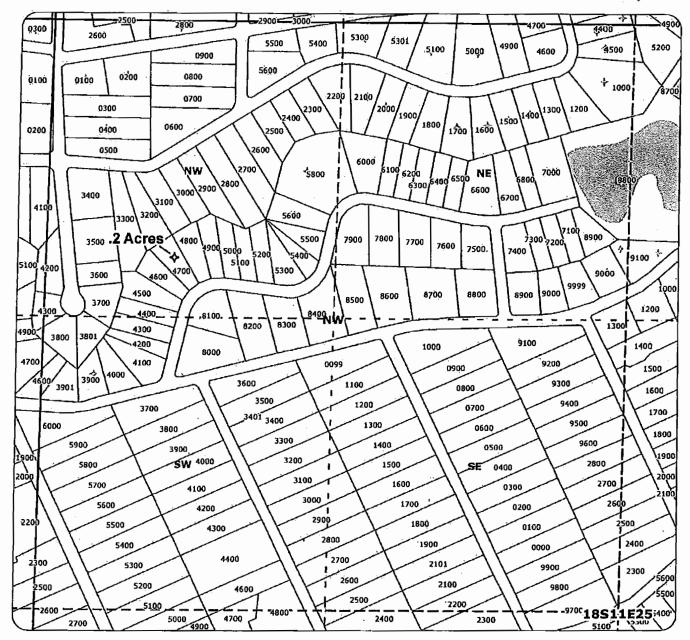
94 FEB 17 PH 3:59 HARY SUE PENHOLLON COUNTY CLERK

94-06992 ... JZO

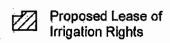
DESCRIPTES COUNTY OFFICIAL RECORDS

X

# 2013 Arnold Irrigation District Instream Lease Map



Application for 1-year Instream Lease Primary: Certificate 74197

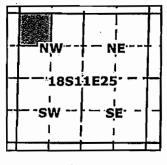


Water Rights

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



Date Created: March 2012





1 inch = 400 feet

istrict Internal	
Notice #	

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

Page 3



NAME OF THE PARTY		P.O. Box Bend, Or	rigation District 9220 egon 97708 541-382-7664 FAX:	541-382-083	13	·
PRIO DESC	RIFICATE #7 RITY DATE CHUTES COL	1 02/01/1905 – ( UNTY	04/25/1905 OF ARNOLD IRRIGAT	. ) :		•
2. APPLICA NAM	E	LESLIE 19242	R. HANSEN GALEN RD.,	REND NO	97707.	<del></del>
_	JMBRANCE:	•	anne de la	PS142, OR	177000	<del></del>
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### WARRANTY DEED

JEFFERY A. MOORE AND JEWELLE A. MOORE, Grantor(s) hereby grant, bargain, sell and convey to: LEBLIE 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, DESCRUTES RIVER WOODS, DESCRUTES COUNTY, OREGON.

TAX ACCOUNT NO.: 18-11-25BO 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 REQULATIONS. 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 \$ 36,800.00.

Until a change is requested, all tax statements shall be sent to Grantee at the following address: , 19242 Galler Rd, Bencl, OR 97702
Dated this _ S day of Aus, 199)
Dated this day or, 197)
Cally A nime
DEFFERY A. MOORE
Sewelle A Moore
JEWELLE A. MOORE

COUNTY OF COS	as. August 15 19 97
Personally appeared the above no	amed Jeffery A Moore and
Jewelle, A. Moore	
and acknowledged the foregoing	instrument to be outlintary act.
LAURIN SIEVALL	Before me:
CONTINUES ION NO. 040. 1. III	Notary Public for Chefor
(seal)	By commission expires (119). 7, 1990

ESCROW NO. SB006685DS

Return to:

LESLIE R. HANSEN

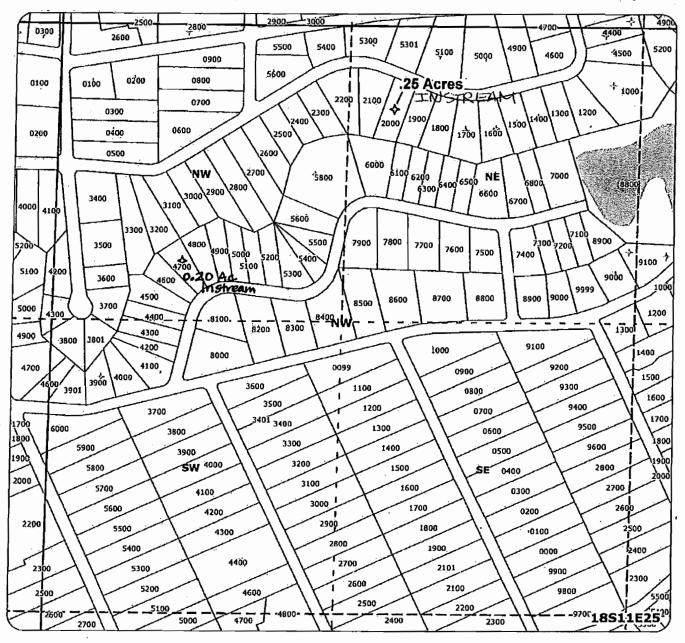
Atter recording, return to AmeriTitle 15 OREGON AVENUE, BEND

Orragu.

STATE OF OREGON 3S.
COUNTY OF DESCHUTES) SS.
L. MARY SUE PENHOLLOW, COUNTY CLERK AND RECONSTRUCTORY IN AND FOR SAID DISTRUMENT WAS RECORDED THIS DAY.
97 SEP 21, PH 4: 09
MARY SUE PENHOLLOW
MARY SUE PENHOLLOW

\*

# 2013 Arnold Irrigation District Instream Lease Map



Application for 1-year Instream Lease

**Primary: Certificate 74197** 



Proposed Lease of Irrigation Rights



Water Rights

For:

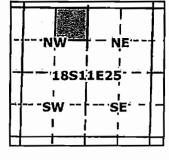
Arnold Irrigation District
Taxlot 2000 - .25 Acres INSTREAM
0 Acres Remaining on Taxlot 2000
in 18S11E25NENW
Total Lease of .25 Acres



Geo-Spatial Solutions, Inc.

www.geospatialsolutions.com

Date Created: March 2012



N

1 inch = 400 feet

District L	nternal	\$4.15°	•
Notice i	<b>#</b> # # # 1		•
	Sale of the sale o	5: ·	

# State of Oreg WATER RESOURCES DEPARTMENT NOTICE OF DISTRICT PERMANENT TRANSFER (ODS 540 580)

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PER		P.O. Box Bend, Or	9220 egon 97708 541-382-7664 FAX	: 541-382-083	13	
CER PRIC DES	CHUTES CO	02/01/1905 – 0 UNTY	04/25/1905 OF ARNOLD IRRIGAT	TION DISTRICT		
2. APPLICA		Lisa B	urns			
ADD	RESS	19319	Indian S	Bummer k	Od:	
ENC	UMBRANCE	s	• • •		· · · · · · · · · · · · · · · · · · ·	
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) V	·				Carlo Maria	
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a copy of the rec	orded docume	ents; that the ap	nat the applicant and reci plicant's land has been it reby authorize the transfe	rigated within the	l holders of subject properties; the last five years or the right appu.  1.	nat our files are complete with urtenant is not subject to
NOTICE IS HER Department may	EBY GIVEN	that this proposition	osed change is subject to quire mitigation to avoid	the approval of the injury to other wa	ne Water Resources Department ater right holders.	and that the Water Resources
ARNOLD IRRI RIGHT AND TH	GATION DI	STRICT AND ENTS MADE A	APPLICANT, HEREB ARE TRUE AND CORR	Y SWEAR THAT ECT.	THE ABOVE NOTICE FOR	TRANSFER OF WATER
APPLICANT:	x Sh	am	Byrn-		x//DW/	29,2005
RECIPIENT:	Name	lou	1 Ki	1	Dáte ///	129/05

APPLICANT:	X DUG INC BUSINE		X 110 M 27, 2005
RECIPIENT:	Natrie Moun Mi	1	Date 11/29/05
	Name ·	•	Date
FOR DISTRICT:	·		· .
	Name		Date



THIS SPACE RESERVED FOR RECORDER'S USE

After recording return to:

LISA M. BURNS

19315 INDIAN SUMMER RD

Bend, OR 97702

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

DESCHUTES COUNTY OFFICIAL RECORDS NANCY BLANKENSHIP, COUNTY CLERK

2004-17376



\$31.00

03/31/2004 02:58:09 PM

D-D Cntm1 Stn=1 BECKEY \$5.00 \$11.00 \$10.00 \$5.00

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

State of Oregon

County of BESCHUTES.

This inshument was acknowledged before me on March 30

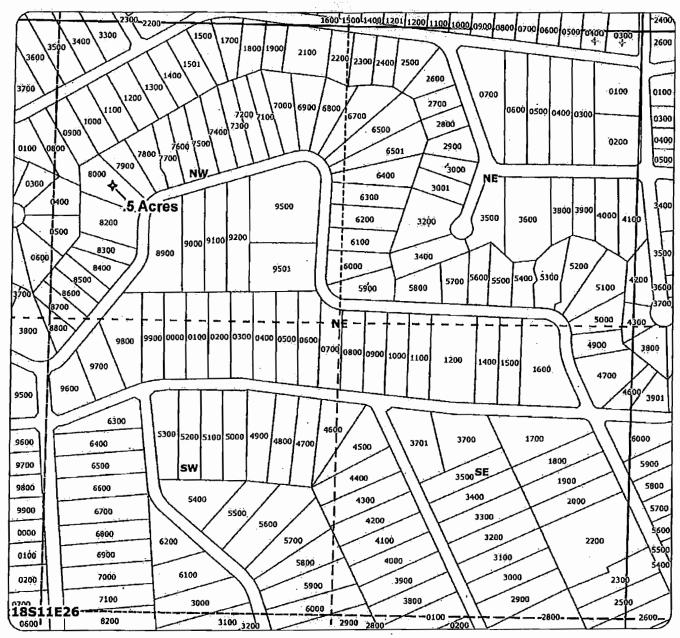
\_ 2004 by RAQUEL D. MOODY.

OFFICIAL SEAL WESLEY ARNOLD NOTARY PUBLIC-OREGON COMMISSION NO. 360156 MY COMMISSION EXPIRES AUG 7, 2008

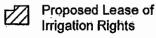
My commission expires

After recording, return to Amerilitie 15 OREGON AVENUE, BEND

### 2013 Arnold Irrigation District Instream Lease Map

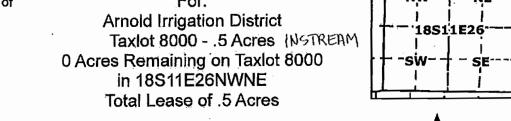


Application for 1-year Instream Lease **Primary: Certificate 74197** 



Water Rights

For: Arnold Irrigation District in 18S11E26NWNE Total Lease of .5 Acres





Geo-Spatial Solutions, Inc.

www.geospatlalsolutions.com

Date Created: March 2012

1 Inch = 400 feet

	20116	1010 8
District	Internal	
Notice	#	

# State of Oreg WATER RESOURCES DEPARTMENT

LOUGATIO				DISTRICT (ORS 5	PERMANENT TRANSI 40.580)	FER Page 3
E STANDER		P.O. Box Bend, Or	rigation District 9220 egon 97708 541-382-7664 FAX:	541-382-083	3	
PRIC DES	TIFICATE #7 PRITY DATE CHUTES COI	02/01/1905 — UNTY	04/25/1905 OF ARNOLD IRRIGAT	TION DISTRICT		
2. APPLICA NAM	INT E	DENNIS	<del>-</del> TIORE			
ÂDD	RESS	19038	CHOCTAW R	D.		<u> </u>
ENC	UMBRANCE	s	·	•		
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rnold Irrigati	howing the on District he orded docume	reby certifies the ents; that the ap	of the present and p that the applicant and reci pplicant's land has been in the property authorize the transfer	pient are the deed	holders of subject properties; that a last five years or the right appurte	our files are complete with
OTICE IS HE	EBY GIVEN	I that this prop		the approval of the	ne Water Resources Department/an	d that the Water Resources
RNOLD IRRI	GATION DI	STRICTANE	APPLICANT, HEREB	y swear that	THE ABOVE NOTICE FOR TR	ANSFER OF WATER

ARNOLD IRRIGATION DISTRICT AND APPLICANT, HEREBY SWEAR THAT THE ABO'RIGHT AND THE STATEMENTS MADE ARE TRUE AND CORRECT.	VE NOTICE FOR TRANSFER OF WATER
APPLICANT: * demis fix	* 3/17/05
RECIPIENT: Name Mount of the Name	$\frac{\text{Date}}{\text{Date}} \frac{3/17/05}{}$
FOR DISTRICT: Name	Date

MY



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

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

JC File No.: 7061-77291 (MSR) TO Date: December 12 2002 FIRET AMERICAN TITLE 2002 INSURANCE COMPANY OF OREGON

P.O. EOX 923 BEND, OF, \$7709 THIS SPACE RESERVED FOR RECORDER'S USE

DESCHUTES COUNTY OFFICIAL RECORDS

2002-73841

\$36.00

00125145200200738416020025

12/31/2002 12:53:03 PM

D-D Cnt=1 Stn=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. Flore, 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 INVIOLATION 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

APN: 109749

Statutory Warranty Deed - continued

STATE OF Oregon

County of

Deschutes

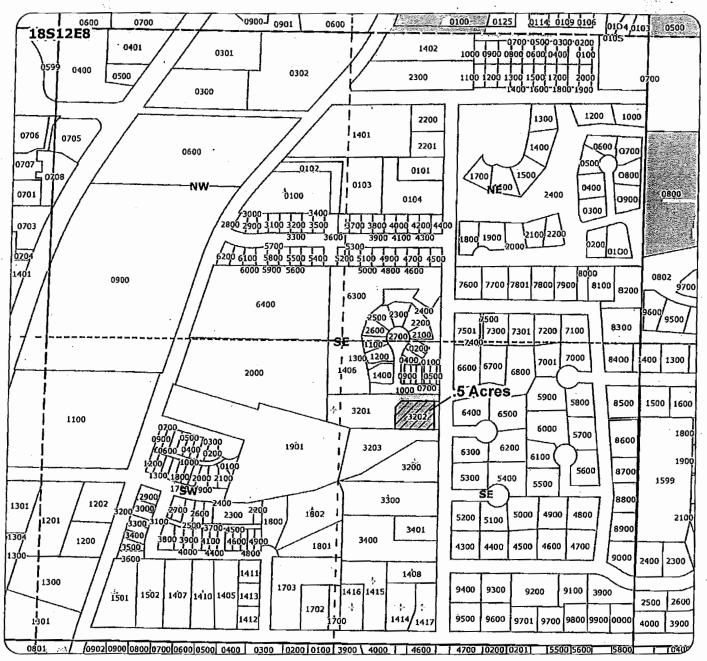
This instrument was acknowledged before me on this 27 day of by Jesse J. Dobson and Roxanne M. Dobson

Notary Public for Oregon

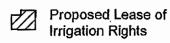
My commission expires:



## 2013 Arnold Ingation District Instram Lease Map



Application for 1-year Instream Lease Primary: Certificate 74197

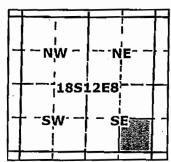


Water Rights

For:

Arnold Irrigation District
Taxlot 3202 - .5 Acres
0 Acres Remaining on Taxlot 3202
in 18S12E8SESE

Total Lease of .5 Acres
\*\*previously known as taxlot 3200





Geo-Spatial Solutions, Inc.

1 inch = 400 feet

Date Created: March 2012

DESCHUTES COUNTY OFFICIAL RECORDS NANCY BLANKENSHIP, COUNTY CLERK

2008-09317

00501250209900093170030035

\$41.00

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

02/29/2008 04:18:23 PM

### 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.

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.

Page 1 of 2 -- BARGAIN & SALE DEBD Bargain & Sale Deed1.doo -----

\*\* Grantor For True Vision Construction

STATE OF OREGON, County of Deschutes) ss:

SIGNED before me on the H day of Aril 2000 by March Critical Grantor.

OFFICIAL SEAL
K KOEHN
NOTARY PUBLIC-OREGON
COMMISSION NO. 413843
MY COMMISSION EXPIRES JANUARY 30, 2011

NOTARY PUBLIC FOR OREGON My commission expires: 1130 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 Jebruary, 2008.

ARNOLD IRRIGATION DISTRICT

Bv:

Shawn Gerdes, Manager and

Secretary

STATE OF OREGON, County of Deschutes ) s

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

OFFICIAL SEAL
JUANITA DEJARNETT
NOTARY PUBLIC-OREGON
COMMISSION NO. 409540
MY COMMISSION EXPIRES AUG. 31, 2010

votary Public for Oregon by Commission Expires: Aug. 31, 2010

Page 2 of 2 - BARGAIN & SALE DEED Bargain & Sale Deed 1. doc

### "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 NANCY BLANKENSHIP. COUNTY CLERK

04/10/2006 03:50:21 PM

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

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

PO BOX 58 **WALTON, OR 97490** 

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

THI

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

STATUTORY WARRANTY DEED

Frank James Chiechi and Eileen Ruth Chiechi, as Co-Trustees of The Frank James Chiechi and Elleen Ruth Chiechi 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 Ilens 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 NSURANGE COMPANY OF OREGON PO 80% 323 BÉND. OH 97709

Page 1 of 2

File No.: 7061-786256 (TDM) Date: 03/22/2006

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 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 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

Dated this 10 day of	April	20 0
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Frank James Chiechi & Ellen Ruth Chiechl Family Trust u/t/a dated May 15, 1997

Frank James Chiechi, Co-Trustee Celles Luth Church to theotic

Elleen Ruth Chiechi, Co-Trustee

STATE OF Oregon

)ss.

County of Deschutes

This instrument was acknowledged before me on this

by Frank James & Elleen Ruth Chiechi.

miller Bruger Torrya & Moore

Notary Publid for Orlegon

My commission expires: 5/21/2009

NOTARY PUBLIC-OREGON COMMISSION NO. 397448 MY COMMISSION E-PHES NOV 23, 2009

OFFICIAL SEAL TONYA D MOORE

Page 2 of 2

DESCHUTES COUNTY OFFICIAL RECORDS NANCY BLANKENSHIP, COUNTY CLERK

2006-24451

\$51,00

04/10/2006 03:50:21

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



After recording return to: Frank James & Ellen Ruth Chiechi 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

THIS!

(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 Chiechi and Elleen Ruth Chiechl, as Co-Trustees of the Frank James Chiechl and Elieen Ruth Chiechl 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.



File No.: 7061-786256 (TDM) Date: 04/10/2006

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:**

 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.

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

sald 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 fall 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 aforesald, 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 sult, 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

File No.: 7061-786256 (TDM) Date: 04/10/2006

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.

File No.: 7061-786256 (TDM) Date: 04/10/2006

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

By: Karen Chiechi-Herrell, Sole

Proprietor

STATE OF Oregon

)55.

County of

Deschutes

This instrument was acknowledged before me on this by Karen Chiechi-Herrell as Sole Proprietor of True Vision Construction, on behalf

Notary Public/for Oregon

My commission expires:

APN:	23	50	131
CODY.	43	J	

Trust Deed - continued

File No.: 7061-786256 (TBM) Date: 04/10/2006

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

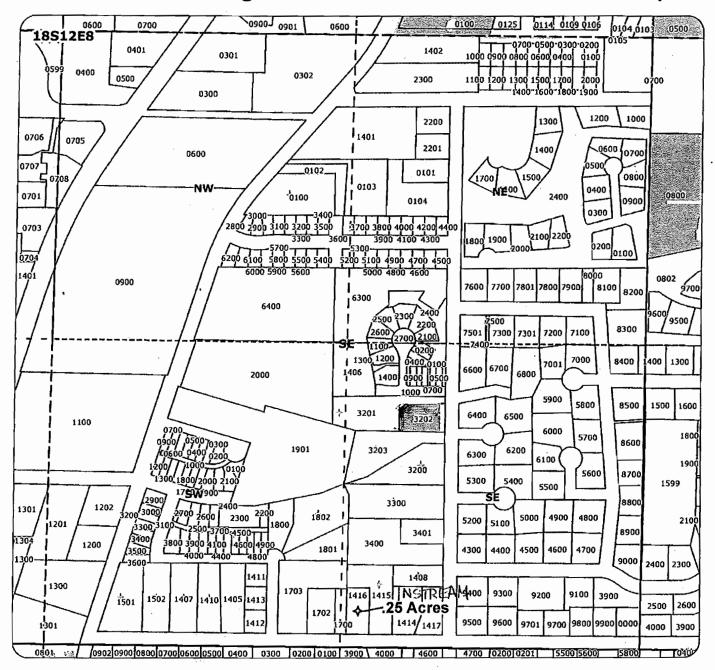
TO: First American Title, Trustee

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, t 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

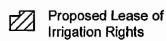
Mail Reconveyance to:	Dated:
	8y
	Ву
	8y
	Dan e Colonia
	Beneficiary

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.

### 2013 Arnold Ingation District Instram Lease Map



Application for 1-year Instream Lease Primary: Certificate 74197



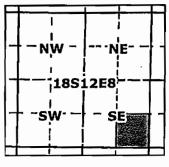
Water Rights

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



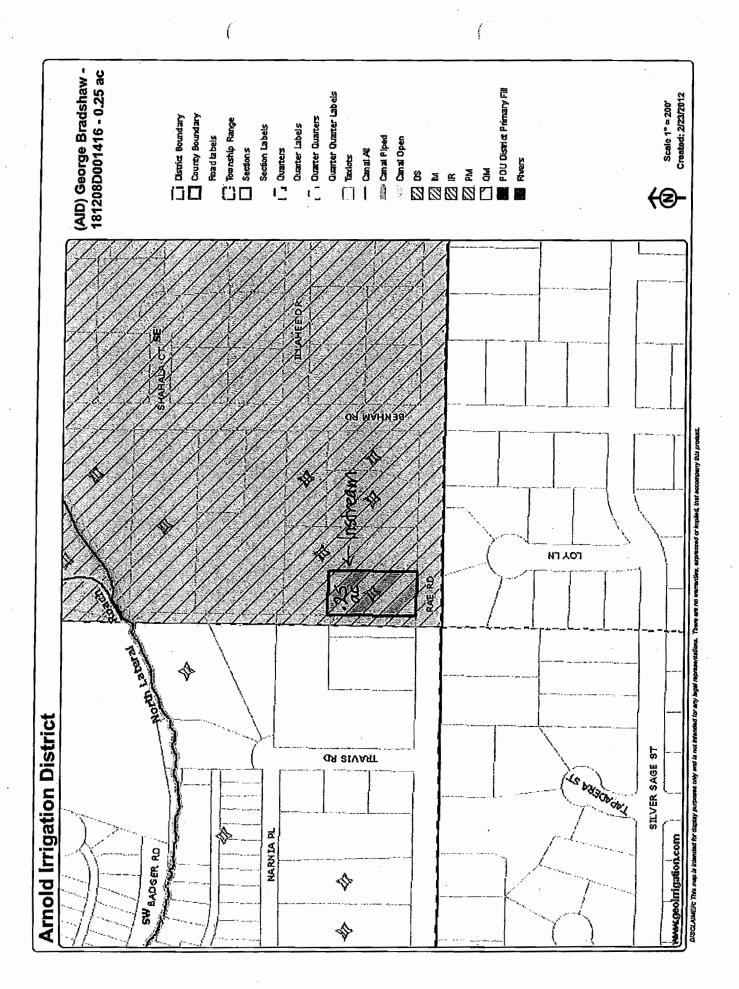
Date Created: March 2012

Total Lease of .25 Acres





1 inch = 400 feet



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

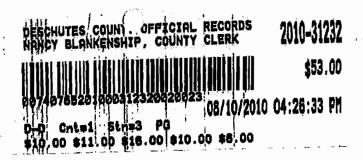
2012-03258

\$58.00

PH

AFTER RECORDING RETURN TO: ORS 205.234(1)(c)  Juanita DeJamett	D-D Cnt=1 Stn=1 BN	02/01/2012 04:05
Arnold Irrigation District	\$15.00 \$11.00 \$18.00 \$10.0	00.88.00
19604 Buck Canyon Rd		
Bend, OR 97702		
1. TITLES(S) OF THE TRANSACTION(S)	<u>.</u>	ORS 205.234(1)(a)
Bargain and Sale Deed		OK3 203.257(1)(a)
2. DIRECT PARTY(IES) / GRANTOR(S) NA	ME(S) & ADDRESS(ES)	ORS 205.234(1)(b)
George W. Bradshaw 203	312 Rae Rd., Bend, OR 97702	
·		
		Are s
3. INDIRECT PARTY(IES) / GRANTEE(S) NA	ME(S) & ADDRESS(ES)	ORS 205.234(1)(b)
• • • • • • • • • • • • • • • • • • • •	604 Buck Canyon Rd., Bend, OR 97702	OK3 203.237(1)(b)
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. TRUE and ACTUAL CONSIDERATION	5. SEND TAX STATEMENTS TO:	ORS 205.234(1)(e
Amount in dollars or other value/property ORS 205.234(1)(d)	•	
Other Value Other Property		
Other value/property is Whole or Part of the consideration		
SATISFACTION of ORDER or WARRANT	7. The amount of the monetary	obligation
Check one if applicable: ORS 205.234(1)(f)	Imposed by the order or warran	
☐ FULL ☐ PARTIAL	\$	
	Ψ	
. If this instrument is being Re-Recorded, complet	te 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	<del> </del>
, , , , , , , , , , , , , , , , , , , ,	<u> </u>	usly recorded in
	previou	asiy recorded in

PBMS



### 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 1/4 SB 1/4 Tax Lot 1416, Lot 4 of PATRIA ACRES, located in Deschutes County, Oregon.

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)).

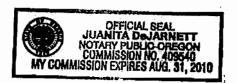
DATED this 6th day of August, 2010.

Signed this 6th day of August, 2010.

GEORGE W. BRADSHAW, Grantor

STATE OF OREGON, County of Deschutes) ss:

SIGNED before me on the day of August 2010, by George W. Bradshaw, Grantor.



### **ACCEPTANCE**

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

DATED this 9 day of Aud, 2010.

ARNOLD IRRIGATION DISTRICT

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 duguet , 2010.

Page 2 of 2 - BARGAIN & SALE DEED Bradshaw to AID BSD.doc

NOTARY PUBLIC FOR OREGON My commission expires: Jug.



ir

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

File No.: 7066-59397 (CW) MAP

Date: November 22, 2002

FIREY AMERICAN TITLE INSURANCE COMPANY OF OREGCN P.O. BOX 929

P.O. SOX 323 SEND, OR 97709 STATUTORY WARRANTY DEED

DESCHUTES COUNTY OFFICIAL RECORDS

MARY SUE PENHOLLOW, COUNTY CLERK

Cnt=1 Stn=4 TRACY

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

2002-71505

12/19/2002 04:03:34 PM

\$36.00

**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 Ilens 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

APN: 168789		Statutory Warranty Deed • continued	File No.: 7066-59397 (CW) Date: 11/22/2002
STATE OF	Oregon	)	
County of	Deschutes	)ss. )	
	ent was acknowl n behalf of the .	edged before me on this day of	, 20
	,	Notary Public for Oregon	·
,		My commission expires:	



### **Joan Smith**

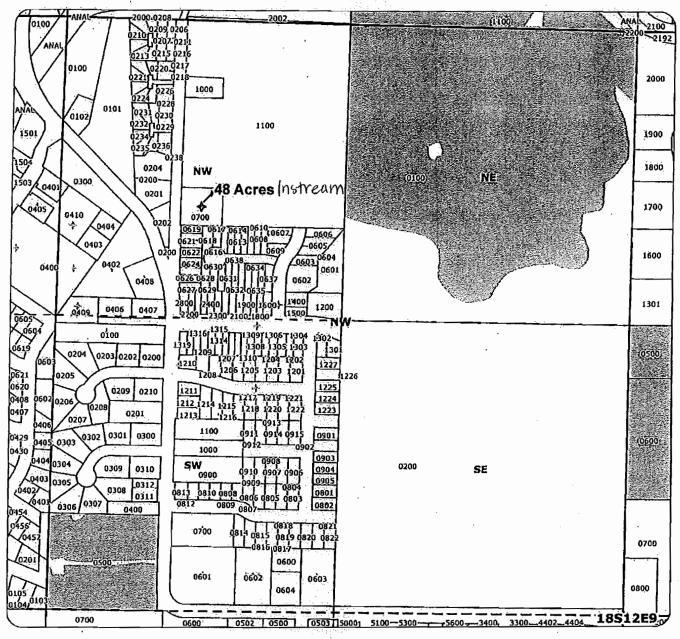
From: Sent: To: Cc: Subject: Attachments:	Gen Hubert <gen@deschutesriver.org> Tuesday, April 02, 2013 12:04 PM Joan Smith 'Laura Wilke'; Jeremy Giffin; Arnold Irrigation District RE: Arnold QCs lease part 3 of 4 AID_QCsLease2013_304.pdf</gen@deschutesriver.org>
Follow Up Flag: Flag Status:	Follow up Flagged
Joan,	
and part 3 of 4	
Gen	
From: Gen Hubert Sent: Tuesday, April 02, 2013 12 To: 'Joan Smith' Cc: 'Laura Wilke'; Jeremy Giffin; ' Subject: Arnold QCs lease part 1	Arnold Irrigation District'
Joan,	
	Arnold irrigation district. All of the parcels in this lease have been leased previously se are all noted in a spreadsheet scanned with the district cover form and attached f.
Laura, a segment of these parcels spreadsheet attached.	are "legacy" parcels and were quitclaimed prior to the AID fire these are noted in the
Please deduct the \$250 instream	lease fee from the DRCs state fees account.
If you need a higher quality scan	of any of the documents, please let me know.
The attachments are part 1 of 4.	
Thank You!	
Gen	
Genevieve Hubert Program Manager	

http://www.deschutesbrewery.com/river-recordings

Deschutes River Conservancy

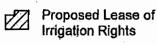
541.382.4077 xt 16 www.deschutesriver.org

## 2013 Arnold Irrigation District Instream Lease Map



Application for 1-year Instream Lease

**Primary: Certificate 74197** 



Water Rights

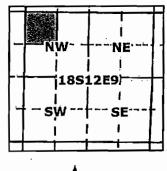
For:
Arnold Irrigation District
Taxlot 700 - .48 Acres INSTREAM
0 Acres Remaining on Taxlot 700
in 18S12E9NWNW
Total Lease of .48 Acres



Geo-Spatial Solutions, Inc.

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)

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		HUTES CO		412271700			
	WAT	ER RIGHT L	JNDER NAME	OF ARNOLD IRRIGA	TION DISTRICT	r.	
_							
2.		NT Central	Oregon Inv	estors, LLC		•	
					D. N		
	ADD	RESS <u>175</u>	U SVV Harb	or Way, Suite 310	- Portland, O	DR 97201	·
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DESCHUTES CO OFFICIAL RECORDS NANCY BLANKENSHIP, COUNTY CLERK 2008-30003 \$41.00 0062391420080030030030030038 07/15/2008 04:01:48 PM 515.00 \$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 I, 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)).

			١	
Signed this	19	day of	Vienc	, 2008.

Brent Keys, Member, Central Oregon Investors, LLC STATE OF OREGON, County of Deschutes) ss: SIGNED before me on the | 4 day of Grantor. My commission expires: \_ ACCEPTANCE Shawn Gerdes, District Manager, Arnold Irrigation District, does hereby accept the foregoing Bargain and Sale Deed conveying water rights. DATED this / day of **Arnold Irrigation District** Shawn Gerdes; District Manager STATE OF OREGON, County of Deschutes 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 //tt day 2008. OFFICIAL SEAL JUANITA DEJARNETT Notary Public for Oregon My Commission Expires: \_ COMMISSION NO. 409540 MY COMMISSION EL TRES AUG. 31, 2010



890 Juliel Libert (18 202 On 2011, So that the get beg

Establish '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 ½ NW ½) 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" Bast for 169.66 feet to an iron pipe; thence South 89° 36' 42" Bast 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

BT 87885 CB

66\_

THIS SPACE RESERVED FOR RECORDER'S USE

AmeriTitle

After recording return to:
CENTRAL OREGON INVESTORS, LLC
1750 SW HARBOR WAY, SUITE 310
PORTLAND, OR 97201

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

CENTRAL OREGON INVESTORS, LLC 1750 SW HARBOR WAY, SUITE 310 PORTLAND, OR 97201

Escrow No. BT087885CD
Title No. 087885

DESCHUTES COUNTY OFFICIAL RECORDS NANCY BLANKENSHIP, COUNTY CLERK

2008-02340

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D-D Cntw1 Stnw7 PG \$20.00 \$11.00 \$10.00 \$5.00 \$20.00

### STATUTORY WARRANTY DEED

10038 KAYE FRANKLIN AND REGENA P. FRANKLIN, not as tenants in common but with the rights of survivorship, dba E F K R PROPERTIES, Grantor(s) hereby convey and warrant to CENTRAL OREGON INVESTORS, LLC, an Oregon Limited Liability Company, 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:

### PARCEL 1:

A portion of the Southwest Quarter of the Southwest Quarter (SW1/4SW1/4) of Section Four (4), Township Eighteen (18) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the Southeast corner of the SW1/4 of the SW1/4 of Section 4, Township 18 South, Range 12, E.W.M.; thence North 89°11'47" West, a distance of 744.10 feet along the South line of said SW1/4SW1/4; thence due North, a distance of 15.00 feet; thence South 88°21'02" East, a distance of 744.33 feet to a point on the East boundary of the SW1/4SW1/4, Section 4, Township 18 South, Range 12, E.W.M.; thence South 0°05'25"

East, a distance of 4.0 feet to the point of beginning.

Also that certain parcel of land, more particularly described by metes and bounds as beginning at the Northeast corner of the Mest Half of the Northwest Quarter (M1/2NW1/4) of Section Nine (9), Township Eighteen (18) South, Range Twelve (12), East of the Millamette Meridian; thence South along the East line of said M1/2NW1/4 of said Section, Township, and Range, 326.46 feet; thence Westerly 338.24 feet; thence Northerly 69 feet; thence Westerly 407 feet; thence Northerly 250.69 feet to a point in the line between Sections 4 and 9 of said Township and Range; thence Easterly along said Section line for a distance of 744.10 feet to the place of beginning, said tract being a part of the Northwest Quarter Northwest Quarter (NW1/4NW1/4) of Section 9, Township 18 South, Range 12, E.W.M., O.C.O.

Excepting therefrom the following:

Beginning at a point on the line between Sections 4 and 9, which point is located North 89°11'47" West, a distance of 744.10 feet from the Southeast corner of the SN1/45W1/4 of Section 4, Township 18 South, Range 12, E.W.M.; thence South 0°44'43" West, a distance of 225,69 feet; thence South 89°36'42" East, a distance of 365.00 feet; thence North 0°44'43" East, a distance of 232.66 feet; thence North 88°21'02" West, a distance of 365.15 feet; thence due South for 15.00 feet to the point of beginning.

### PARCEL 2:

A portion of Tract Fourteen (14), CARROLL ACRES, Deschutes County, Oregon, described as follows:

Beginning at a point on the line between Sections Four (4) and Nine (9), which point is located North 89°11'47" West, a distance of 744.10 feet from the Southeast corner of the Southwest Quarter of the Southwest Quarter (\$\text{SW1/4SW1/4}\) of Section Four (4), Township Eighteen (18) South, Range Twelve (12), East of the Willamette Meridian; thence South 0°44'43" West, a distance of 225.69 feet; thence South 89°36'42" East, a distance of 365.00 feet; thence North 0°44'43" East, a distance of 232.66 feet;

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thence North 88°21'02" West, a distance of 365.15 feet; thence due South for 15.00 feet to the point of beginning.

### PARCEL 3:

That part of the West Half of the Northwest Quarter (W1/2NW1/4) of Section Nine (9), Township Eighteen (18) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the Northeast corner of the W1/2NW1/4 of Section 9, Township 18 South, Range 12, E.W.M.; thence Southerly 326.46 feet along the Easterly boundary line of Tract Fourteen (14) of Carroll Acres to the Northeast corner of Tract Thirteen (13), Carroll Acres, being the point of beginning of the tract to be conveyed, thence Westerly along the North line of said Tract 13, a distance of 275 feet; thence Southerly on a line parallel with the East line of said Tract 13 to a point on the South line thereof; thence Easterly along the South line of said Tract 13, a distance of 275 feet to the Southeast corner thereof; thence Northerly along the East line of said Tract 13, a distance of 292.09 feet to the point of beginning.

### PARCEL 4:

That part of the West Half of the Northwest Quarter (W1/2NW1/4) of Section Nine (9) Township Eighteen (18) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon, as described as follows:

Beginning at the Northeast corner of the W1/2NW1/4 of Section 9, Township 18 South, Range 12, E.W.M.; thence Southerly 326.46 feet along the Easterly boundary line of Tract 14 of Carroll Acres to the Southeast corner of said Tract 14; thence 275 feet Westerly along the Southerly boundary line of Tract 14 of Carroll Acres to the point of beginning; thence 63.24 feet Westerly along the Southerly boundary line of Tract 14 of Carroll Acres; thence 69 feet North; thence 232.02 feet Westerly to a point, which point measures as follows: From the Southwest corner of Tract 14; thence Easterly along the Southerly boundary of Tract 14, 175 feet and North from that point 75.8 feet, said point being the Northeast corner of the Berry Tract; thence 88.8 feet South; thence 175 feet West to the Westerly boundary of Tract 13; thence Southerly 279.2 feet along the Westerly boundary line of Tract 13 to the Southwest corner of said Tract 13; thence Easterly along the Southerly boundary of Tract 13 of Carroll Acres, 471.25 feet; thence North to the point of beginning, being a part of Tracts 13 and 14 of Carroll Acres.

### PARCEL 5:

Tract Twelve (12) of Carroll Acres, being more particularly described as follows:

Beginning at a point 618.55 feet South of the Northeast corner of the Northwest Quarter of the Northwest Quarter (NM1/4NM1/4) of Section Nine (9), Township Eighteen (18) South, Range Twelve (12), East of the Willemette Meridian, Deschutes County, Oregon; thence South on the East line of said NM1/4NM1/4 for a distance of 291.66 feet; thence West (N. 89°36'42" W.) for 747.26 feet; thence North (N. 0°44'43" E.) for 291.66 feet; thence East (S. 89°36'42" E) for 746.25 feet.

Excepting therefrom a tract in the Southwest corner of said Tract Twelve (12), more particularly described as follows:

Beginning at an iron pipe at the Southwest corner of the above described Tract 12; 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.

### PARCEL 6:

A triangular parcel of land lying Southeasterly of the right of way of the Central Oregon Irrigation Company's Canal, the same being situate in the Southeasterly corner of the Southwest Quarter of the Southwest Quarter (SW1/4SW1/4) of Section Four (4), Township Eighteen (18) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon.

Except a portion of the SW1/4 of the SW1/4 of Section 4, Township 18 South, Range 12, E.W.M., described as follows:

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Beginning at the Southeast corner of the SW1/4SW1/4 of Section 4, Township 18 South, Range 12, E.W.M.; thence North 89°11'47" West, a distance of 744.10 feet along the South line of said SW1/4SW1/4; thence due North, a distance of 15.00 feet; thence South 88°21'02" East, a distance of 744.33 feet to a point on the East boundary of the SW1/4SW1/4 of Section 4, Township 18 South, Range 12, E.W.M.; thence South 0°05'25" East, a distance of 4.0 feet to the point of beginning.

Also except that part of the SW1/4SW1/4 described as follows:

Beginning at a point located 380.0 feet North 0°05'25" West of the West 1/16 corner of Sections Four (4) and Nine (9); thence North 90° West 361.23 feet to the Easterly right-of-way line of the Central Oregon Canal; thence Northerly and Easterly along said Central Oregon Canal right-of-way to a point that is 611.06 feet North 0°05'25" West of said West 1/16 corner; thence South 0°05'25" East 231.06 feet to the point of baginning.

Except that portion lying Westerly of Alstrup Road.

#### PARCEL 7:

A portion of Tract Twelve (12) of the unofficial plat of CARROLL ACRES, in the Northwest Quarter of the Northwest Quarter (NW1/4) of Section Nine (9), Township Bighteen (18) South, Range Twelve (12), East of the Willamette Meridian, Deschutes Country, Oregon, described as follows: Beginning at an Iron pipe at the Southwest corner of Tract Twelve (12); 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.

#### PARCEL 8:

A tract of land located in the Northwest Quarter (NW1/4) of Section Nine (9), Township Eighteen (18) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon, and being part of Tract 1 of Carroll Acres and being more fully described as follows:

Beginning at a point 284.97 feet East and South 03°58' East, 710.2 feet from the Northwest corner of Section 9, Township 18 South, Range 12, East of the Williamette Meridian, Deschutes County, Oregon, and running thence South 03°58' East, 82.53 feet to the North line of the Brosterhous Road; thence along the North right of way line of said Brosterhous Road, South 45'5835" East, 42.70 feet; thence around a 389.25 foot radius curve right, 44.93 feet to the true point of beginning, long chord bears South 42'40'07" East, 44.91 feet;

thence around a 389.25 foot radius curve right, 139.66 feet, long chord bears South 29°05'00" East, 138.91 feet; thence South 18°48'17" East, 43.84 feet; thence East, 22.39 feet to the West right of way line of the Alstrup Road; thence along the West right of way line of said Alstrup Road, North 01'01'43" East, 207.70 feet; thence South 67'26'48" West, 116.69 feet to the true point of beginning.

### PARCEL 9:

That part of the West Half of the Northwest Quarter (W1/2NW1/4) of Section Nine (9), Township Eighteen (18) South, Rango Twelve (12), Bast of the Willamette Meridian, Deschutes County, Oregon, described as follows, to wit:

Beginning at the Northeast corner of said West Half of the Northwest Quarter (W1/2NW1/4) and running thence Westerly 744.10 feet along the North line of Tract 14 Carroll Acres; thence South 250.69 feet to the actual point of beginning of this description; thence South 94 feet; thence East 175.0 feet; thence North 88.8 feet; thence Westerly along the line fence 175.2 feet to point of beginning.

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 PURSUANT TO AN IRC 1031 TAX DEFERRED EXCHANGE ON BEHALP OF GRANTOR/GRANTEE.

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 PEE 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

, Page 4 - Statutory Warranty Deed - Signature/Notary Page Escrow No. BT087885CD

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.

State of Oregon County of DESCHUTES

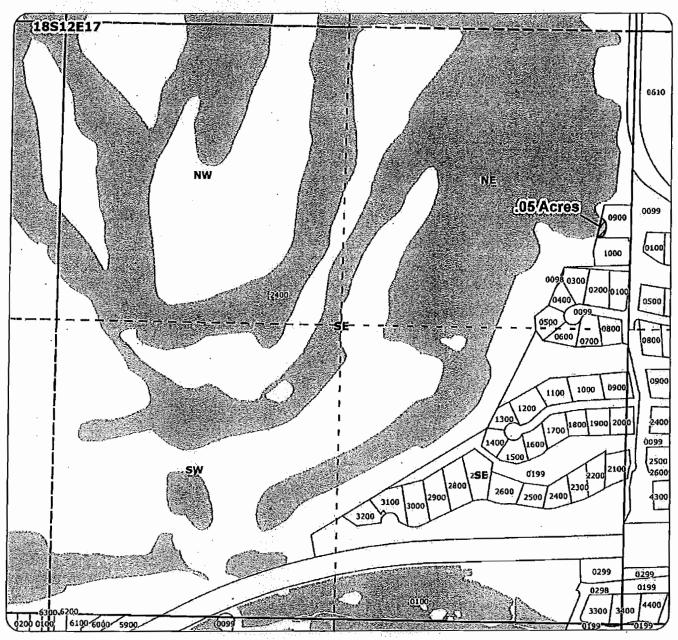
ALLONO 12 2008 by KAYE FRANKLIN, REGENA P. FRANKLIN This instrument was acknowledged before me on [

(Notary Public for

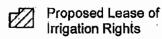
My comunission expires 10-10-



## 2013 Arnold Irrigation District Instream Lease Map



Application for 1-year Instream Lease Primary: Certificate 74197



Water Rights

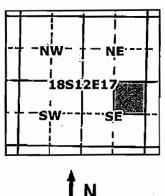
For;
Arnold Irrigation District
Taxlot 900 - .05 Acres

0 Acres Remaining on Taxlot 900
in 18S12E17NESE
Total Lease of .05 Acres

prev. taxlot 2400



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)

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- IOA'D				(ORS:	540.580)	
		P.O. Box Bend, O	rrigation District 2920 regon 97708 541-382-7664 FAX	ζ: 541-382-08:	33	,
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DESCHUTES COUNTY OFFICIAL RECORDS NANCY BLANKENSHIP, COUNTY CLERK

(6022-00)

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05/20/2008 04:19:40 PM

D-D Cnt=1 \$tn=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 Oregeon Limited	d Liability Company, Grantor
By: May Schell, B	Leader
Mary Schell, President	
	•
STATE OF OREGON	
County of Donahutary on	
County of Deschutes) ss:	
SIGNED before me on the 6 day of 0	ecember, 2007, by <u>Mary Schell</u> as ountry Club.
	12 0
OFFICIAL SEAL	Fran Gurdin
KAREN GOODMAN NOTARY PUBLIC- OREGON	NOTARY PUBLIC FOR OREGON
NY COMMISSION NO. 41111	My comprission expires; 3-13-11
(RECEDED 20 20 20 20 20 20 20 20 20 20 20 20 20	

#### **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: Manager Shawn Gerdes, District Manager

STATE OF OREGON, County of Deschutes )

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 <u>Steh.</u> day of \_\_\_\_\_\_\_\_\_, 2008.

OFFICIAL SEAL
JUANITA DEJARNETT
NOTARY PUBLIC-OREGON
COMMISSION NO. 409540
MY COMMISSION EXPIRES AUG. 31, 2010

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 ½ SE ½) 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.

Amerilije

After recording return in.

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

BEND GOLF CLUB, AN OREGON

BEND GOLF CLUB, AN ORBGON

CORPORATION EC CHANGE

CORPORATION

THIS SPACE RESERVED FOR RECORDARDS USE

DESCRIPTES COUNTY OFFICIAL RECORDS HONOY BLOWNENSHIP, CHAITY CLERK

WI-404



\$\$6.60

D-U Chiel Sine23 CLEAN 830.00 811.00 \$13.00 \$8.00

09/13/2007 06:47:03 88

30 C88 20 E

#### STATUTORY WARRANTY DEED

BEND GOLF CLUB, AN OREGON CORPORATION and, Grantor(s) hereby convey and wamen to BEND GOLF CLUB, AN OREGON CORPORATION, Granter(s) the following described real property in the founty of DESCHUTES and State of Origon fire of encumbrances except as specifically set forth homein.

PARCELS ONE (1) AND TWO (2) OF PARTITION PLATING, 2007-39, DESCRIPTES COUNTY, OREGON

SUBJECT TO ALL PROVISIONS OF THE COORS FOR TIMBER RIDGE AS REVISED JULY, 2001 AND RECORDED ROVEMBER 13, 2001 IN THE OFFICIAL RECORDS OF DESCRICTES COUNTY AT 2001-55717, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO USE COMMON AREAS INCLUDING THE ENTRY BOAD, THE OBLIGATION TO FAY ASSESSMENTS, ARCHITECTURAL CONTROL PROVISIONS AND ANY RULES AND REGULATIONS ADOPTED PURSUANT TO ARTICLE 1 AS WELL AS ANY FITURE AMENDMENTS OF THE COORS. THIS RESTRICTION SHALL RUN WITH THE LAND AND BE BINDING UPON THE HEIRS, SUCCESSORS AND ASSIONS OF THE GRANTEE.

TOGETHER WITH TERMS OF ATTACHED AGREEMENT BYTWEEN TIMBER RIDGE HOMEOWNERS' ASSOCIATION AND BEND GOLF & COUNTRY CLUB.

The above described property is free of encumbrances except all those items of record, if any, as of the date and those shown below, if any, as of the date and those shown below, if any, as of the date and physical property frees a hen not yet due and physical

The true and actual consideration for this conveyance is -0-

BEFORE SIGNING GE ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEW TO USED OF BIQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ONE BY MY. THIS INSTRUMENT INVESTOF ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIGLATION OF APPLICABLE CAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRED FOR TITLE TO THE PROPERTY SHOELD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERLEY APPROVED USES AND TO DETERMINE ANY LIMITS OF LAWSUITS AGAINST PARMING OR FOREST FRACTICES AS DEFORDS IN ORS 10-332 AND TO DEQUIRE ABOUT THE RIGHTY OF DESIGNIOUSING PROPERTY OWNERS, IF ANY, UNDER ORS 19-332.

medium 8th ex a August 2007

158

BEND JOUR CLUB, AN OKING OF CORPORATION

State of Oregon Chrony of DESC SUTES : Robert Bullater

STREET SHARES SHOWN IN

After resourcing, redomition American LIS CRESCON AVENUE, ESPAID

#### 11/26/2007 12:24:29 PM PAGE 3/011 Fax Server

Page 2 - Statutory Warraley Freed - Signature/Notary Page - Racrow No. 5BOIANS

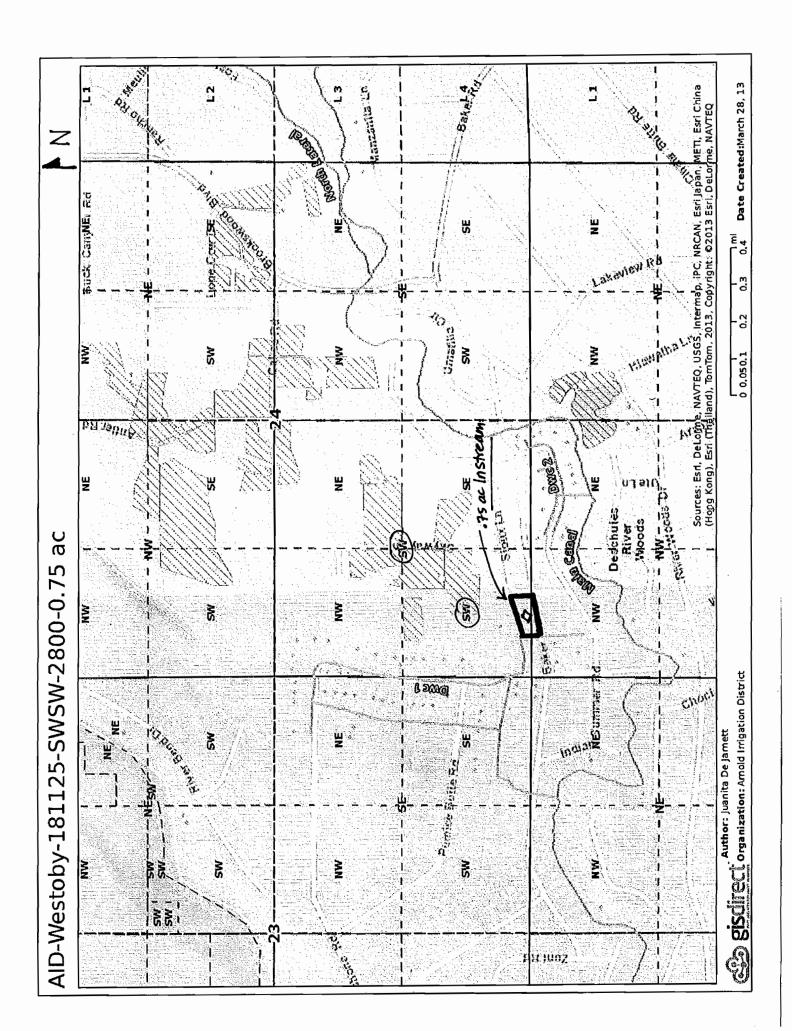
A" Direkan

This instrument was acknowledged before the on Alasked 8th, 7007 by DIEND GOLF CLUB, AN ORLGON CORPORATIO'S Robert Observ and Robert Crybukes.

Hay Jest to Oregon)

My convaission expires 3-13-11





#### **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: David and Barbara Westoby 19244 Baker Rd Bend, OR 97702 DESCHUTES COUNTY OFFICIAL RECORDS NANCY BLANKENSHIP, COUNTY CLERK

013-11770

\$58.00

051 03/31/3013

03/21/2013 03:12:55 PM

D-D Cnt=1 Stn=7 PG

\$25.00 \$11.00 \$18.00 \$10.00 \$8.00

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

David Westoby and Barbara Westoby, Grantors, convey to ARNOLD IRRIGATION DISTRICT, Grantee, the following described real property:

A total of three-quarter (0.75) acres of Arnold irrigation District water rights that are appurtenant to the following described real property located in Deschutes County, Oregon, to wit:

\*\* 181124C002800 (See Exhibit "A")

"BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

(2) In all owner's sale agreements and earnest money receipts, there shall be included in the body of the instrument the following statement: "THE PROPERTY DESCRIBED IN THIS

Page 1 of 5 - BARGAIN & SALE DEED WestobyBSD.doc

INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195,300, 195,301 AND 195,305 TO 195,336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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 VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195,300, 195,301 AND 195,305 TO 195,336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

- (3) In all owners' sale agreements and earnest money receipts subject to ORS 358.505, there shall be included in the body of the instrument or by addendum the following statement: "THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505."
- (4) An action may not be maintained against the county recording officer for recording an instrument that does not contain the statement required in subsection (1) or (2) of this section.
- (5) An action may not be maintained against any person for failure to include in the instrument the statement required in subsection (1) or (2) of this section, or for recording an instrument that does not contain the statement required in subsection (1) or (2) of this section, unless the person acquiring or agreeing to acquire fee title to the real property would not have executed or accepted the instrument but for the absence in the instrument of the statement required by subsection (1) or (2) of this section. An action may not be maintained by the person acquiring or agreeing to acquire fee title to the real property against any person other than the person transferring or contracting to transfer fee title to the real property.
- (6) A transfer of death deed and an instrument revoking a transfer of death deed are not instruments subject to this section. [1983 c.718 §2; 1985 c.719 §1; 1989 c.366 §1; 1993 c.792 §40; 1995 c.5 §17; 2005 c.311 §1; 2007 c.424 §23; 2007 c.866 §7; 2009 c.892 §19; 2011 c.212 §24]

			the .	
DATED this	12th	day of	March	, 2013.

Signed this 12Th day of 171 arch, 2013.
OFFICIAL SEAL  JUANITA B. DeJARNETT  NOTARY PUBLIC-OREGON  COMMISSION NO. 451819  MY COMMISSION EXPIRES AUGUST 31, 2014  David Westoby, Grantor
STATE OF OREGON ) ) ss: County of Deschutes )
SIGNED before me on the 12th day of March. 2013, by David Westoby, Grantor.
NOTARY PUBLIC FOR OREGON My commission expires: Sug 31, 3014
Signed this
STATE OF OREGON ) ) ss: County of Deschutes )
SIGNED before me on the 12th day of March, 2013, by Barbara Westoby, Grantor.
Page 36 5- BARGAIN & SALE DEED  When the state of the sta

#### **ACCEPTANCE**

Shawn Gerdes, Manager, Arnold Irrigation Dist Sale Deed conveying water rights.	trict, does hereby accept the foregoing Bargain and
DATED this 12th day of March	, 2013.
	ARNOLD IRRIGATION DISTRICT  By: Mount leed Shawn Gerdes, Manager
STATE OF OREGON ) ) ss: County of Deschutes )	
Before me, a Notary Public, personally appears acknowledged the foregoing instrument on behalf of Art Arch, 2013.	ed Shawn Gerdes, the above named Manager, and nold Irrigation District, before this <u>/2 th.</u> day of
OFFICIAL SEAL JUANITA B. DeJARNETT NOTARY PUBLIC-OREGON COMMISSION NO. 451819 MY COMMISSION EXPIRES AUGUST 31, 2014	NOTARY PUBLIC FOR OREGON My commission expires: flug. 31, 2014.

#### Exhibit "A"

LOT 1, BLOCK QQ, DESCHUTES RIVER WOODS, DESCHUTES COUNTY, OREGON

Page 5 of 5 - BARGAIN & SALE DEED Westoby BSD doo

POLM 16 - 263 - EPECIAL WARRANTY DEED (Sedicidad to Comments). \_96-2853###### SPECIAL WATERANTY DEED **4**0 ~ KNOW ALL MEN BY THESE PRESENTS, That ... BENEFICIAL OREGON INC. d/b/s BENEFICIAL HORTGAGE CO. ......, hereinalter called grantor, for the consideration hereinalter stated, does hereby grant, bargain, sell and convey unto .DAVID WESTORY AND BARBARA WESTORY, HUSBAND AND WIFE hereinalter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtanances thereunto belonging or in anywise appertaining, situated in the County of DESCRUTES ..., State of Oregon, described as follows, to-wit: LOT I IN BLOCK QQ OF DESCRITES RIVER WOODS, DESCRITES COUNTY, OREGON. TAX ACCOUNT NO. 1-003 18 11 24 CO 02800 \*\*IN FULLFILLMENT OF REAL ESTATE CONTRACT DATED OCTOBER 11, 1991, RECORDED OCTOBER 14, 1991 IN BOOK 247 PAGES 0796 AND 0798
1-87 140 K 173 b
11 140 K 173 b
11 140 K 173 b 1-27-87 To Have and to Hold the same unto the said grantes and grantes's heirs, successors and assigns forever. And the granter hereby covenants to and with the said grantee and grantee's heirs, successors and assigns that said real property is free from encumbrances created or suffered thereon by granter and that granter will wartant and defend the same and every part and parcel thereof against the lawful claims and demands of all persons claiming by, through, or under the grantor. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ \*\* OHowever, the actual consideration consists of or includes other property or value given or promised which is the whole part of the consideration (indicate which). (The sentence between the symbols D, it not epplicable, should be deleted, See ORS 93,030.) In construing this deed and where the context so requires, the singular includes the plural and all grammatical corporate grantor, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by its board of directors. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY & SCRIEGO IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LA USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTI THIS INSTRUMENT. THE PERSON ACQUIRING FRE TYLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPERTYE CITY COUNTY PLANNING OSPARTMENT TO VERIFY APPROYED USES. BENEFICIAL OREG STATE OF OREGON, County of This instrument was acknowledged before me on ..... This instrument was acknowledged before me on Notary Public for Oregon My commission expires ...... BENEFICIAL ORRGON INC. STATE OF OREGON, 818 NV VALL STREET BEND, OREGON 97701 DAVID WESTOBY AND BARBARA WESTOBY 19244 BAKER ROAD AUG -2 PM 4: 04 BEND, OREGON 97702 All or recording rates to DAVID WESTOBY 19244 BAKER ROAD BEND, OREGON 97702 HAME, ADDRESS, 31P thatil a change is requested all tox statements shall be cost to the following address: DAVID WESTOBY 19244 BAKER ROAD BEND, OREGON 97702 HANE ADDINENTING - UP Q FETURE TO.
AMERICAN

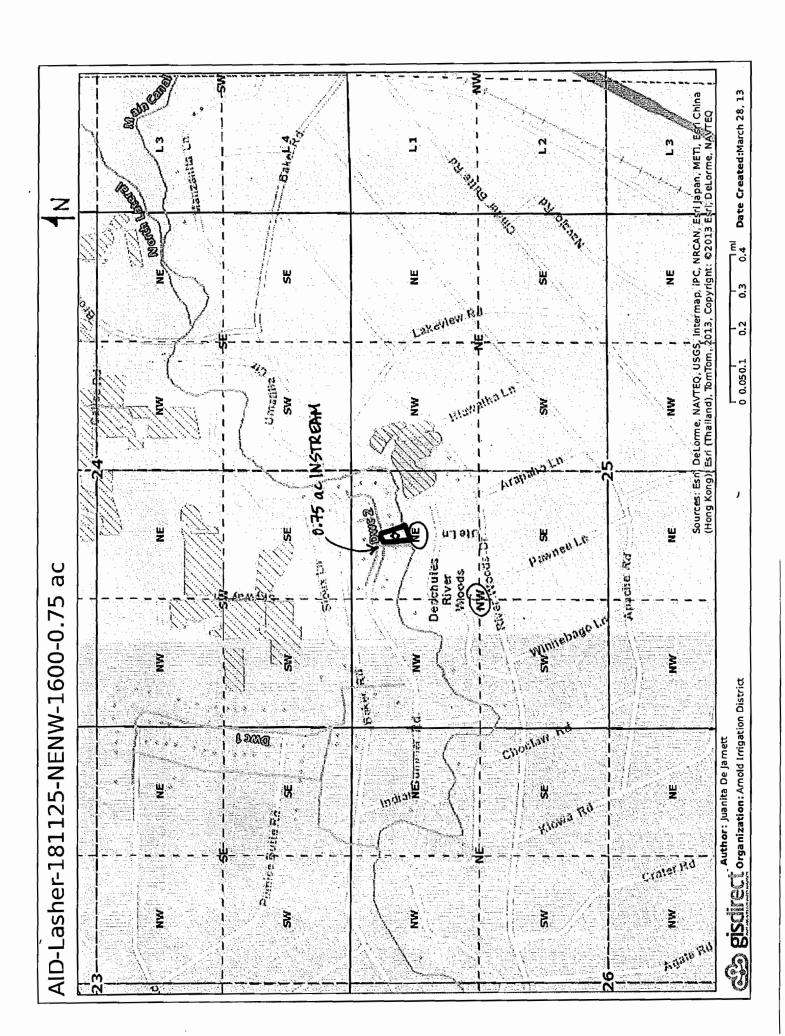
has a minimum a last or a mark it demands a mark or pro-

-16 OREGON AVENUE, BEND

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

418 - 1399

County of Alameda	<del></del> .
On 8/1/96 be	efore me, E. Uribe, Notary Public
personally appeared LeRoy N. He	Name and Title of Officer (s.g., Jane Sov. Notary Fublic)  Bug and Jean A. Luttringer  Name(s) of Signants)
Personally known to me - OR : prov	ved to me on the basis of satisfactory evidence to be the person( whose name(s) is/are subscribed to the within instrume and acknowledged to me that he/she/they executed th same in his/her/their authorized capacity(ies), and that the his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acter executed the instrument.
E URIBE	WITNESS my hand and official seal.
HOTARY PURIC - CULPORTA	
My Comm. Expless Apr. 10, 1990	& Unite
	Signature of Hotsry Public
	— OPTIONAL
Though the information below is not required by la	aw, it may prove valuable to persons relying on the document and could preven
fraudulent ternoval a	and realfachment of this form to another document.
<b>Description of Attached Docume</b>	ent
-u - r - (D	of Marranty Deed
Title or Type of Document: Speci	
Document Date: July 25, 1996	Number of Pages:
Document Date: July 25, 1996	Number of Pages; 1
Document Date: July 25, 1996 Signer(s) Other Than Named Above:	Number of Pages: 1
Document Date: July 25, 1996  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer	Number of Pages: 1
Document Date: July 25, 1996 Signer(s) Other Than Named Above:	Number of Pages:
Document Date: July 25, 1996  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer  Signer's Name:LeRoy M. Haug	/(s) Signer's Name:Jean A. Luttringer
Document Date: July 25, 1996  Signer(s) Other Than Named Above:  Capacity(les) Claimed by Signer  Signer's Name:LeRoy M. Haug  Individual	Number of Pages:
Document Date: July 25, 1996  Signer(s) Other Than Named Above:  Capacity(les) Claimed by Signer  Signer's Name:LeRoy M. Haug  Individual	Number of Pages:
Document Date: July 25, 1996  Signer(s) Other Than Named Above:  Capacity(les) Claimed by Signer  Signer's Name:LeRoy M. Haug  Individual  Signer's Corporate Officer  Title(s): Vice President	Number of Pages:
Document Date: July 25, 1996  Signer(s) Other Than Named Above:  Capacity(les) Claimed by Signer  Signer's Name:LeRoy M. Haug  Individual  Corporate Officer Title(s): Vice President  Partner — □ Limited □ General	Number of Pages:
Document Date: July 25, 1996  Signer(s) Other Than Named Above:  Capacity(les) Claimed by Signer  Signer's Name:LeRoy M. Haug  Individual  Corporate Officer Title(s): Vice President Panner — _ Limited _ General Attorney-in-Fact	Number of Pages:
Document Date: July 25, 1996  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer  Signer's Name:LeRoy M. Haug  Individual  Corporate Officer Title(s): Vice President Panner — I Limited I General Attorney-in-Fact Trustee	Number of Pages: 1    Signer's Name:
Document Date: July 25, 1996  Signer(s) Other Than Named Above:  Capacity(les) Claimed by Signer  Signer's Name:LeRoy M. Haug  Individual  Corporate Officer Title(s): Vice President Partner — □ Limited □ General Attorney-in-Fact Trustee □ Guardian or Conservator	Number of Pages: 1  ((s) Signer's Name: Jean A. Luttringer    Individual   Corporate Officer   Title(s): Vice_President   Partner Limited General   Attorney-in-Fact   Trustee   Corporate of Corporate   Corporate
Document Date: July 25, 1996  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer  Signer's Name:LeRoy M. Haug  Individual  Corporate Officer Title(s): Vice President Panner — □ Limited □ General Attorney-in-Fact □ Trustee □ Guardian or Conservator	Number of Pages:    Signer's Name:Jean_A. Luttringer     Individual   Corporate Officer   Title(s):
Document Date: July 25, 1996  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer  Signer's Name:LeRoy M. Haug  Individual  Corporate Officer Title(s): Vice President Panner — □ Limited □ General Attorney-in-Fact □ Trustee □ Guardian or Conservator	Number of Pages:    Signer's Name:Jean_A. Luttringer     Individual   Corporate Officer   Title(s):
Document Date: July 25, 1996  Signer(s) Other Than Named Above:  Capacity(les) Claimed by Signer  Signer's Name: _LeRoy M. Haug  Individual  Corporate Officer Title(s): Vice President Partner —□ Limited □ General Attorney-in-Fact Trustee □ Guardian or Conservator □ Other:	Number of Pages:
Document Date: July 25, 1996  Signer(s) Other Than Named Above:  Capacity(les) Claimed by Signer  Signer's Name: _LeRoy M. Haug  Individual  Corporate Officer Title(s): Vice President Partner —□ Limited □ General Attorney-in-Fact Trustee □ Guardian or Conservator □ Other:	Number of Pages:



7061-1473435 CS

First American Title 395 8W Bluff Drive, Suite 100 Bend, OR 97702

DESCRITES COUNTY OFFICIAL RECORDS HANCY BLANKENSHIP, COUNTY CLERK

2009-46580



\$53.00

D-D Cote1 Stnel BN \$10.00 \$11.00 \$16.00 \$10.00 \$8.00

AFTER RECORDING MAIL TO:

David Lasher and Kathryn T Lasher 19345 Indian Summer Rd Bend, OR 97702

Escrow Number: R09-00518A-PS

Special Warranty Deed

THE GRANTOR(S) Citifinancial, Inc., for and in consideration of \$ 138,900.00 hand paid, grants, bargains, sells, conveys, and confirms to

David Lasher and KARANAKERSKE Kathryn Lasher as tenants by the entirety

the following described real estate, situated in the County of Deschutes, State of Oregon:

LOT 10 IN BLOCK PP OF DESCHUTES RIVER WOODS, DESCHUTES COUNTY, OREGON.

(Commonly known as 19345 Indian Summer Road, Bend OR 97702)

SUBJECT TO:

Easements, restrictions, covenants, reservations, conditions and agreements, if any, of record.

Assessor's Property Tax Parcel Account Number(s): 107535

The Grantor(s) for Itself and for its successors in Interest do by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and do hereby covenant that against all persons whomsoever lawfulty claiming or to claim by, through or under said Grantor(s) and not otherwise, it will forever warrant and defend the said described real estate.

9-20-09 Dated

Olympus Asse Management, Inc., as Attorney in



SS. Corporate

County of Cumberland

On this Add day of September 2009, before me, the undersigned, a Notary Public in and for the State of Maine during commissioned and swom, personally appeared to Chympus Asset Management, inc., Attorney in Fact for Citifinancial, inc., and acknowledged that he/site signed the same in his/her capacity as VICO President of Chympus Asset Management, inc., as Attorney in Fact for said principal and acknowledged that he/she signed the same as his/her free and voluntary act and deed as Attorney in Fact for said principal and acknowledged that he/she signed the same as his/her free and voluntary act and deed as Attorney in Fact for said principal for uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked.

GIVEN under my hand and official seal the day and year first above written.

Notary Public in and for the State of Main C Residing at

My appointment expires

JENNIFER MERRILL Rousy Public, Metho My Commission Exples September 11, 2018

Property Address: 19345 Indian Summer Road, Bend OR 97702

**BRM9** 



#### 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 statements shall be sent to:

No change

4

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

David Lasher and Kathryn Lasher, Grantors, conveys to ARNOLD IRRIGATION DISTRICT, Grantee, the following described real property:

A total of three-quarter (0.75) acres of Arnold Irrigation District water rights that are appurtenant to the following described real property located in Deschutes County, Oregon, to wit:

\*\* 181125B001600 (See Exhibit "A")

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 September, 2012. Page 1 of 4 – BARGAIN & SALE DEED Lasher to AID BSD.doc Signed this 3 day of David Lasher, Grantor

STATE OF OREGON, County of Deschutes) ss:

SIGNED before me on the 13th day of Leptember, 2012, by David Lasher, Grantor.



MOTARY PUBLIC FOR ONEGON
(My commission expires: Aug. 3/,204

Signed this 13 day of September , 2012.

Kathryn Lasher, Grantor

STATE OF OREGON, County of Deschutes) ss:

SIGNED before me on the 13th day of Aeptember, 2012, by Kathryn Lasher, Grantor.



Marita B. Do Januett
MOTARY PUBLIC FOR OREGON
My commission expires. Aug. 31, 3014

Page 2 of 4 - BARGAIN & SALE DEED Lasher to AID BSD.doc

#### **ACCEPTANCE**

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

DATED this 14th day of September 2012.

ARNOLD IRRIGATION DISTRICT

Shawn Gerdes Manager

STATE OF OREGON, County of Deschutes) ss:

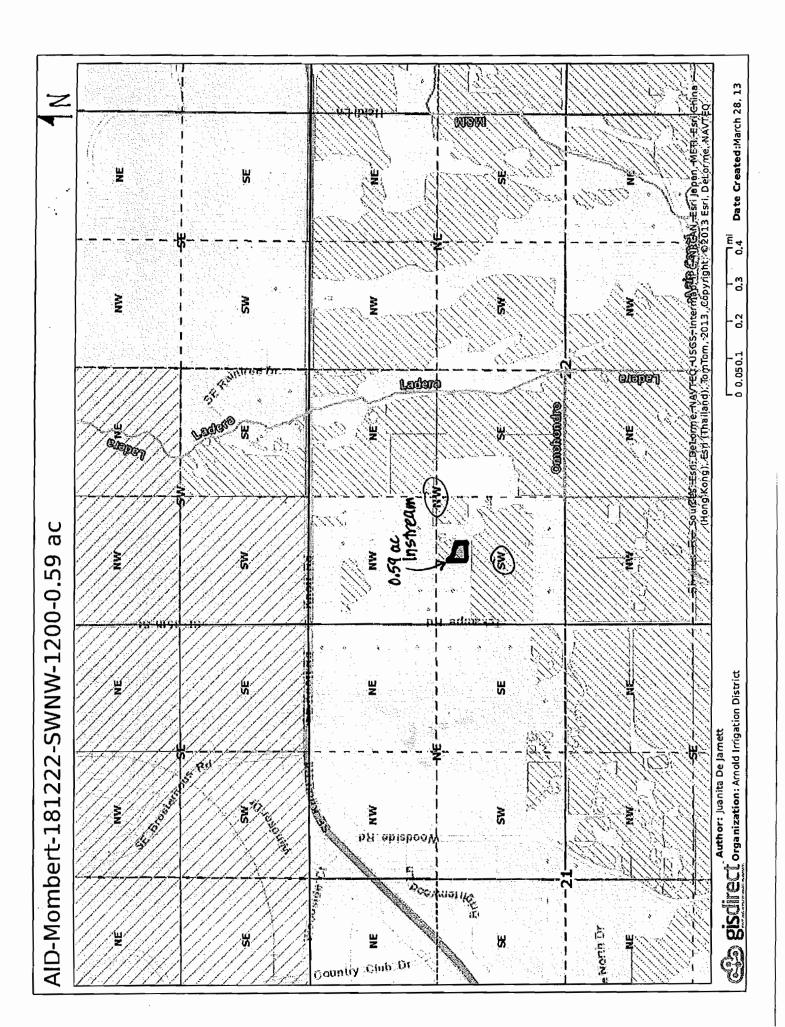
Before me, a Notary Public, personally appeared Shawn Gerdes, the above named Manager, and acknowledged the foregoing instrument on behalf of Arnold Irrigation District, before this 444... day

OFFICIAL SEAL
JUANITA B. DOJARNETT
NOTARY PUBLIC-OREGON
COMMISSION NO. 451819
MY COMMISSION EXPIRES AUGUST 31, 2014

NOTARY PUBLIC FOR ORBGON
My commission expires: Aug. 31, 2014

### Exhibit "A"

LOT 10 IN BLOCK PP OF DESCHUTES RIVER WOODS, DESCHUTES COUNTY, OREGON



#### THIS SPACE RESERVED FOR RECORDER'S USE



After recording return to: BRADLY L. MOMBERT

60686 TEKAMPE ROAD

BEND, OR 97702

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

**BRADLY L. MOMBERT** 

60686 TEKAMPE ROAD

BEND, OR 97702

Escrow No. SB138983DS

Title No. 138983

SWD r.020212

Deschutes County Official Records 2012-020899

Stn=1 PG

\$20.00

05/31/2012 12:32:26 PM

\$15.00 \$11.00 \$10.00 \$16.00 \$6,00

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

#### STATUTORY WARRANTY DEED

#### DOUGLAS E. RAILTON and JANICE L. RAILTON,

Grantor(s), hereby convey and warrant to

#### BRADLY L. MOMBERT,

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:

#### PARCEL I:

In Township Eighteen (18) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon.

Section Twenty-two (22): The Northwest Quarter (NW 1/4) more particularly described as follows: Beginning at a spike in the Tekampe Road that bears North 00 18'59" East, 990.00 feet from the West Quarter corner of Section 22, Township 18 South, Range 12, East of the Willamette Meridian; thence North 89°53'20" East, 1308.71 feet; thence North 00°23'25" East, 370.00 feet; thence South 89°53'20" West, 449.17 feet; thence South 59°53'21" West, 100.00 feet; thence South 89°53'20" West, 113.79 feet; thence North 00°18'59" East, 10.00 feet; thence South 89°53'20" West, 660.00 feet; thence South 00°18'59" West, 330.00 feet to the Point of Beginning; EXCEPT beginning at a 1/2 inch iron pin that bears North 00°18'59" East, 990.00 feet and North 89'53'20" East, 660.00 feet from the West Quarter corner of Section 22, Township 18 South, Range 12, E.W.M., Deschutes County, Oregon; thence North 89'53'20" East, 648.71 feet; thence North 00°23'25" East, 370.00 feet; thence South 89°53'20" West, 449,17 feet; thence South 59°53'21." West, 100.00 feet; thence South 89'53'20" West, 113.79 feet; thence South 00'18'59" West, 330.00 feet to the Point of Beginning.

#### PARCEL 2:

That portion of the Northwest Quarter (NW1/4) of Section Twenty-two (22), Township Eighteen (18) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at a one-half inch iron pin that bears North 00° 18' 59" East, 990.00 feet and North 89° 53' 20" East, 660.00 feet from the West 1/4 corner of said Section; thence North 89° 53' 20" East, 648.71 feet; thence North 00° 23' 25" East, 370.00 feet; thence South 89° 53' 20" West, 449.17 feet; thence South 59° 53' 21" West, 100.00 feet; thence South 89° 53' 20" West, 113.79 feet; thence South 00' 18' 59" West, 330.00 feet to the point of beginning.



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

110403

18 12 22 00 01200

249084

18 12 22 00 01200

110404

18 12 22 00 01100

The true and actual consideration for this conveyance is \$630,000.00.

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:

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195,300, 195,301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92,010 OR 215,010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7. CHAPTER 8. OREGON LAWS 2010.

Dated this 10 day of 1419, 201

DOUGLAS El RAILTON

Socialist Republic of Vietnam
Ho Chi Minh City

County of

This instrument was acknowledged before me on 10 MAY 2012

2012 by DOUGLAS E. RAILTON.

My commission expires

DAVID J. SHAO

Consul

(Notary Public)

U.S. Consulate General Ho Chi Minh City, Vietnam

County of DESCHUTES	
On this30 <sup>TH</sup> day ofMAY JANICE L. RAILTON_ instrument to be his/her/their voluntary act and	and acknowledged the foregoing
WITNESS My hand and official seal.	Notary Public for Oregon My Commission expires: 8/21/14

OFFICIAL SEAL
DIANE E SULLIVAN
NOTARY PUBLIC-OREGON
COMMISSION NO. 451444
MY COMMISSION EXPIRES AUGUST 21, 2014

DESCHUTES COUNTY OFFICIAL RECORDS NANCY BLANKENSHIP, COUNTY CLERK

2012-34475

\$58,00

08/31/2012 03:42:02 PM

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

#### 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

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

BRADLY L. MOMBERT, Grantor, conveys to ARNOLD IRRIGATION DISTRICT, Grantee, the following described real property: See Exhibit "A"

A total of fifty-nine tenths (0.59) acres of Arnold Irrigation District water rights that are appurtenant to the following described real property located in Deschutes County, Oregon, to wit:

#### \*\* 1812220001200

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 14th day of June, 2012.

Signed this 18 day of Jime 2012.

BRADLY L. MOMBERT, Grantor

STATE OF OREGON, County of Deschutes) ss:

SIGNED before me on the 18-10 day of June, 2012, by Bradly L. Mombert, Grantor.



NOTARY PUBLIC FOR OREGON
My commission expires: May 11,2014

#### **ACCEPTANCE**

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

DATED this 29th day of June, 2012.

ARNOLD IRRIGATION DISTRICT

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 24th day of 1446, 2012.

OFFICIAL SEAL
JUANITA B. DeJARNETT
NOTARY PUBLIC-OREGON
COMMISSION NO. 451819
MY COMMISSION EXPIRES AUGUST 31, 2014

Page 2 of 3 - BARGAIN & SALE DEED Mombert to AID BSD.doc

NOTARY PUBLIC FOR OREGON
My commission expires: Lug. 31, 2014



#### Exhibit "A"

#### PARCEL 2:

That portion of the Northwest Quarter (NW 1/2) of Section Twenty-two (22), Township Eighteen (18) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at a one-half inch iron pin that bears North 00° 18' 59" East, 990.00 feet and North 89° 53' 20" East, 660.00 feet from the West ¼ corner of said Section; thence North 89° 53' 20" East, 648.71 feet; thence North 00° 23' 25" East, 370.00 feet; thence South 89° 53' 20" West, 449.17 feet; thence South 59° 53' 21" West, 100.00 feet; thence South 89° 53' 20" West, 113.79 feet; thence South 00° 18' 59" West, 330.00 feet to the point of beginning.



#### Joan Smith

C	ra	-	•	
		m		

Gen Hubert < gen@deschutesriver.org>

Sent:

Tuesday, April 02, 2013 12:05 PM

To:

Joan Smith

Cc:

'Laura Wilke'; Jeremy Giffin; Arnold Irrigation District

Subject:

RE: Arnold QCs lease part 4 of 4

Attachments:

AID\_QCsLease2013\_4o4.pdf

Follow Up Flag:

Follow up

Flag Status:

Flagged

Joan,

Whew! Part 4 of 4....

Thank You!

Gen

From: Gen Hubert

Sent: Tuesday, April 02, 2013 12:03 PM

To: 'Joan Smith'

Cc: 'Laura Wilke'; Jeremy Giffin; 'Arnold Irrigation District'

Subject: Arnold QCs lease part 1 of 4

Joan,

Attached is an instream lease for Arnold irrigation district. All of the parcels in this lease have been leased previously (multiple times) except for 3. These are all noted in a spreadsheet scanned with the district cover form and attached separately in a more readable pdf.

Laura, a segment of these parcels are "legacy" parcels and were quitclaimed prior to the AID fire - these are noted in the spreadsheet attached.

Please deduct the \$250 instream lease fee from the DRCs state fees account.

If you need a higher quality scan of any of the documents, please let me know.

The attachments are part 1 of 4.

Thank You!

Gen

Genevieve Hubert Program Manager Deschutes River Conservancy 541.382.4077 xt 16 www.deschutesriver.org

#### 2013 Arnold Irrigation District Instream Lease Map 18S11E23 4900\5000\5100\5200\8400 2200 2100 2000 1900 1800 1700 1600 1500 1400 1300 1200 1100 1000 0700 0600 0500 0400 0300 0200 0100 SHOSHONE RD <u>\$</u>500 NW <sup>1</sup>3800 饵 0.25 Acres ooeò 0.58 Acres ♦ <sub>4200</sub> 00 4400) .1300. 0.17\_Acres -6200 6100 5400 5300 5200 PUMICE BUTTE RO EW 0.5 Acres 8800 8900 9000 9100 9400 9500 8 | 9700 | 9800 | 9900 | 0000 | 0100 -2100 1900 1800 1700 1600 1500 1400 1201 1200 1100 1000 0900 0800 0700 0600 0500 0400 1501 1500 1700 1800 1900 2100 2200 2300 2400-2500

Application for 1-year Instream Lease Primary: Certificate 74197



Proposed Lease of Irrigation Rights



Water Rights



Geo-Spatial Solutions, Inc.

พพพ.geospatialsolutions.com

For:

Arnold Irrigation District

\* Taxlot 3500 - 0.25 acres Instream

Taxlot-4200 -- 0.58-acres

in 18S11E23NESE

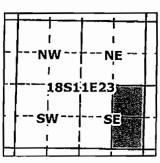
Taxlot 4600 - 0.17 acres-

Taxlot-9600 - 0.5 acres

in 18S11E23SESE

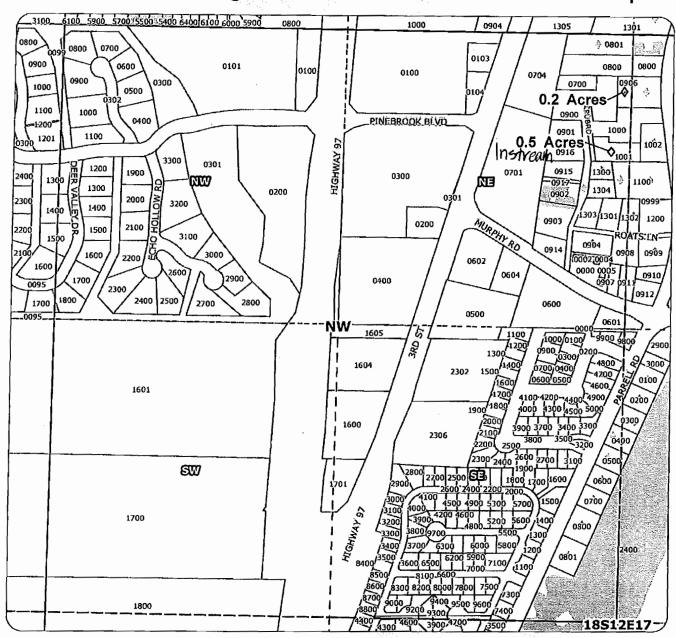
Total Lease of 1.5 Acres

Date Created: May 2008





## 20/13 Arnold Irrigation District Instream Lease Map



**Application for 1-year Instream Lease** 

**Primary: Certificate 74197** 



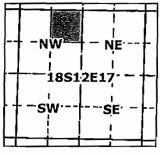
Proposed Lease of Irrigation Rights



Water Rights



Arnold Irrigation District Taxlot 906 - 0.2 Acres \* Taxlot 1001 - 0.5 Acres Instream in 18S12E17NENW Total-Lease-of-0.7-Acres





Geo-Spatial Solutions, Inc.

พพพ.geospatialsolutions.com

Date Created: May 2008



TORSE HE TELL MATTERITY OUR STATUTERY SOUR CONTINUES Fronted	2 N	
04 Warranty	DEED—STATUTORY I	0106 0843
DANIEL K. FOUTS and JOYCE E. F conveys and warrents to FRANK STORCH but with the right of survivorship.	and JAMES HO	and wife Gunnor
except as specifically set furth Lerein situated in	Grantes, the following	described real property free of encumbrances
See Attached Logal Description mark	ked Exhibit "A" å	nd by this reference Incorporate
TOGETEER WITH 1/4 acre irrigation wa	icur chrough Arnol	d Irrigation District,
The said properly is tree from encumbrances ex-	i, commy bestition by i copi thase of reco	evers with
The true consideration for this conveyance is \$.6.  Dated this	19.85.  TANY Daniel K OULD LONG K Notary Public	Fours Fours September 27 ,19.85
Storch and Hogue onaries  Storch and Hogue onaries  OTANIES ADDRESS IV.  After recenting return by:  Jemes Hogue, at al  22899 Alfalfa Rd.  Bend, OR 97701  NAKE ADDRESS, ELP  Until o change is requested, all for sentements that by sent to the following editors:	NECONCES OF STANSONS	STATE OF OREGON,  County of

#### EXHIBIT "A"

0106 0844

#### DESCRIPTION SHEET

Commancing at the intersection of the North line of the Northwest Quarter of the Northwest Quarter (NWI/4 NEI/4) of Saction Seventeon (17), Township Eighteen (18) South, Range Twelve (12), East of the Willagette Meridian, Deschutes County, Oregon, with the West line of the Dalles-California Highway (1916 location); thence South along said West line, 574 feet; thence North 89\*54\*39" West, parallel with the North line of said NWI/4 NEI/4, a distance of 120.86 feet to the true point of beginning; thence continuing North 89\*54\*39" West, 225.14 feet; thence North 08\*10\*35" West, 112.20 feet; thence South 89\*54\*39" East, 95.68 teat; thence South 25.04 feat; thence South 89\*54\*39" East, 145.42 feet; thence South 86.00 feet to the point of beginning. EXCEPTING THEREPRON the Westerly 20 feet dedicated to the public for road and utility purposes in that certain instrument recorded January 15, 1980, in Book 315, Page 104, Deed Records.

END

00/23

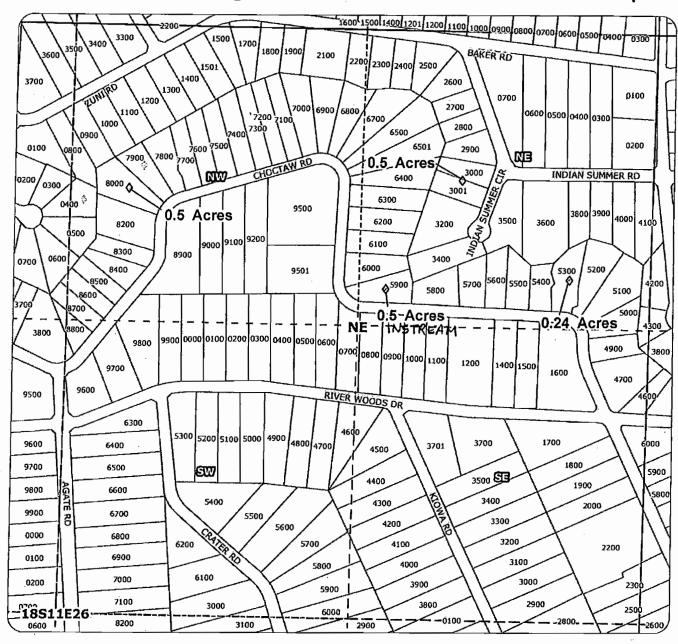
STATE OF OREGON S. SS.

I, MARY SUE PENNOLLOW, COUNTY CLEER AND RECORDER OF CONVEY-MCZS, IN AMB FOR SALED COUNTY, DO NEREST CERTIFY THAY THE WITHIN INDERUMENT WAS RECORDED THIS DAY;

TO TO 10 MID TO

NO. 15 22576 FEE 9
DESCRIPTIS COUNTY OFFICIAL EXCORDS

# 20/3 Arnold Irrigation District Instream Lease Map



Application for 1-year Instream Lease

**Primary: Certificate 74197** 



Proposed Lease of Irrigation Rights



Water Rights



Arnold Irrigation District Taxlot 3000 - 0.5 acres Taxlot 5300 - 0.24 acres

\* Taxlot 5900 - 0.5 acres INSTREAM

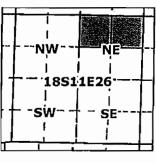
in 18S11E26NENE

Taxlot-8000 -- 0:5 acres

in 18S11E26NWNE

Total Lease of <del>1.74</del> Acres

Date Created: May 2008



N 1 inch equals 400 feet



Geo-Spatial Solutions, Inc.

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The state of the s

FORM No. 453-WARRANTY DEED (IN-POLICE OF COPPORATE). 86.12 1-1-74 VOL 225 MGE 931 WALLANT'S OLED KNOW ALL MEN BY THESE PRESENTS, That .. Deschutos Development Co., Inc. hereinafter stated the granter, for the consideration have inteller stated, to granter paid by Legoy J. Ray . hereinelist called the frantos, does bereby grant, burgain, sell and convey unto the suid grantee and frantee's being, successors and assigns, that certain real proporty, with the lonements, hereditaments and apportanences thereunto belonging or apportaining, situated in the County of Deschutes and State of Oregon, described as follows, to-wit: and State of Oregon, described as follows, in-wit: pertaining, situated in the County of Lot 171, Block PP, Devolutes River Woods, according to the official plat thereof on file in the office of the County Clerk of said County and State. IN SPACE PROPERCION, CONTINUE GENCALPHON ON ALVERSE STORE To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns lorever. And said granter hereby coverents to and with said grantee and grantee's helrs, successors and assigns, that grentor is lawfully seized in fee simple of the above granted premises, free from all encumbrances and that frantor will warrant and lorever 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 The true and netual consideration paid for this transfer, stated in terms of duffers, is \$ 1795.00 "However, the astual comideration consists of or metudes other property or rake firen or promised which is the whole part of the committeeton (indicato which). (The sentence Partiers the symbols D. Il not applicable, should be deleted. See ORS 93.070.) In constraing this dead and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

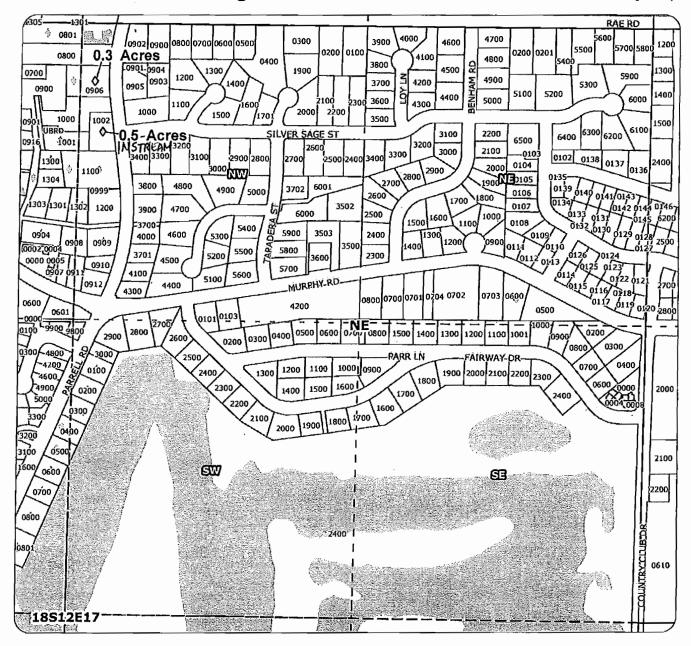
In Witness Whereof, the granter has executed this instrument this 9th day of December . 1975;

If Occapitation is has caused its name to be signed and sent allixed by its afficers, duly authorized thereto by Selen white board of directors. DESCRIPTES DEVELOPMENT CO., INC. Com a Flitter de Assr.Sec. TAVE OF TREGON. STATE OF ORECOM. Couldy of Docember 9 , 19 7 Deschutes \_ Docember. County of ... Personally appared
Joanne E. Virieb . 19 who, being duty tworn. wech for himself and not one for the other, did tay that the former is the Paysonally appared the anove named provident and that the latter is the assistant personned on that the latter is personned on that the latter is personned to the foreign instrument was described in the latter and that the seal affice to the foreign instrument was described in the latter as the corporation of a that said instrument was described in the latter as the corporation of authority of its board of described and latterment to be its voluntary at and seed. Before as the corporation of the latter as the latter and ask-meludged the leaguing instruand to be voluntary act and deed. Belote mar Making Mil Color Congen (OFFICIAL SEAL) Notary Public for Oregon My orangisalon explicat: My commission expires: Deschutes Development Co., 880 STATE OF OREOGN, P.O. Box 1251 Bend, Or. 97701 County of ANCIPALLY SE. I certify that the within instru-Leray J. May ment was received for record on the day of LLC 19 20 at 1 Co'clock M, and recorded in hook on page 100 or as . 8283 COLUMNII AVE Etivanda, CA. 91739 ----After reterfles tapets to rox lile/ceel number Desch. Dev. Co., Inc. P.O. Box 1251 WECOBDIF. & AEE Record of Deads of said county. Wilness my hand and seal of Bend, 05, 97701 Sangrates Solding William

And the Solding Officer

Michael Sall Deputy Deputy MANT. 1004448.717

## 2013 Arnold Irrigation District Instream Lease Map



Application for 1-year Instream Lease

**Primary: Certificate 74197** 



Proposed Lease of Irrigation Rights



Water Rights

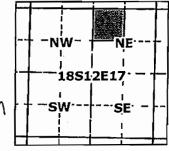
For:

Arnold Irrigation District

Taxlot 906 - 0.3 Acres

Taxlot 1002 - 0.5 Acres (NSTREAM)
in 18S12E17NWNE

Total Lease of 0.8 Acres



N 1 inch equals 400 feet



Geo-Spatial Solutions, Inc.

พพพ.geospatialsolutions.com

Date Created: May 2008

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WES ERNTITLE & ESCHOV. CO.	This space reserved for recorder's use
Escrow No. 130868-8H	520 ~ 1915
After recording return to:	
R. Eric Duhn 63049 Tournaline Lane	
Bend, OR 97701	· ·
Name, Address, Zip Until a change is requested all las statements shall be seal to the	•
laying a signer is a second of the process to the	95~50015
R. Eric Duhn	
63049 Tourmaline Lane	
Bond, OR 97701	

#### STATUTORY WARRANTY DEED

Frank Storch and James Hogue, Doing Business a S & H Associates, Grantor, conveys and warrants to R. Eric Duhn and Shelly A. Duhn, as tenants by the entirety, Granto, the following described real property free of encumbrances, except as specifically set forth herein situated in Deschutes county, OREGON, to wit:

The proporty described in Exhibit "A" attached hereto and made a part hereof.

Tax Lot No.: 18-12-17-BA-1002

This property is free from encumbrances, EXCEPT: Those Referenced in Attached Exhibit "A"

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 30,530.

The true consideration for this conveyance is \$84,400.00. 93,030)

(Here comply with the requirements of ORS

Dated this	Nov.	
Frank Store	L. Bu Jan	new Heard
		PAR
James Hogue Hegra		

STATE OF OREGON, County of DESCHUTES	November 5-14	
This instrument was acknowledged before me on	November 5-14	98
by FRANK STORCH AND JAMES HOGUE		



Boverty McKav Scholly Mully Noture Public for Oregin My commission expires 7/18/01

520 - 1916

### Exhibit "A"

That portion of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section Seventeen (17), Township Eighteen (18) South, Range Twelve (12) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at the intersection of the North line of the NW1/4 NE1/4 of said Section 17 with the West line of The Dalles-California Highway (1916 location); thence South along said West line, 574 feet to the point of beginning; thence North 89° 54' 39" West, parallel with the North line of said NW1/4 NE1/4, 126.86 feet; thence North, 175.00 feet; thence South 89° 54' 39" East, 101.71 feet to the West line of said The Dalles-California Highway; thence South 08° 10' 35" East along said West line, 176.84 feet to the point of beginning.

### SUBJECT TO THE FOLLOWING EXCEPTIONS

Regulations, including lovies, liens, assessments, water and irrigation rights and casements for disches and canals of Arnold Irrigation District.

The rights of the public in and to that portion of the herein described property lying within the limits of roads, streets and highways.

The existence of roads, railroads, irrigation ditches and canals, telephone, telegraph and power transmission facilities.

Easement, including the terms and provisions thereof,

Dated:

January 27, 1956

Recorded:

February 23, 1956

Volume:

112,

Page:

422, Deed Records.

Easement, including the terms and provisions thereof,

Dated: Recorded: June 28, 1960

271, Deed Records.

Metalogod:

June 29, 1960

Volume:

125,

Page:

STATE OF OREGON ) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND RECORDER OF CONVEYANCES, IN AND FOR SAID COUNTY, DO RERESY CERTIFY THAT THE WITHEN INSTRUMENT WAS RECORDED THIS DAY:

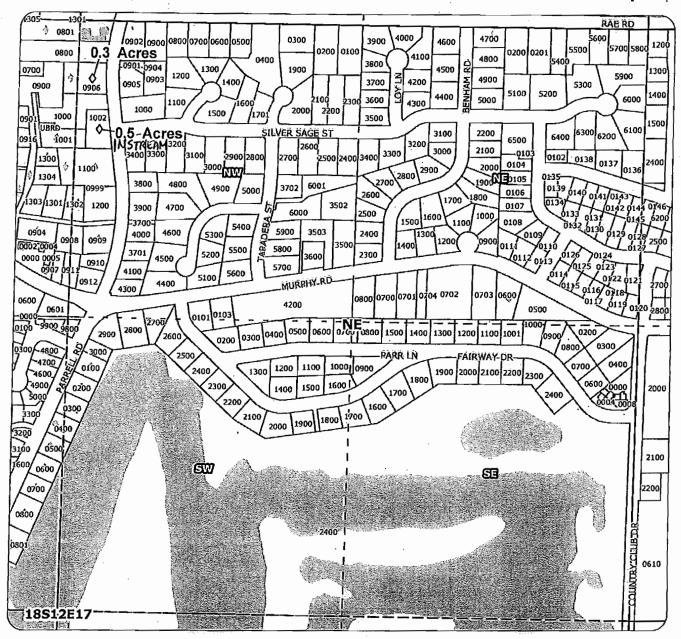
98 HOV -9 AH 11: 20

MARY SUL PENHOLLOW COUNTY CLERK

BY. \_\_\_\_\_\_\_ DEPUTY

NO. 35-50:15 HE Y 5.00

DISCHUTES COUNTY OFFICIAL RECORDS



Application for 1-year Instream Lease Primary: Certificate 74197



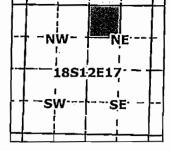
Proposed Lease of Irrigation Rights



Water Rights



Arnold Irrigation District
Taxlot 906 - 0.3 Acres (NSTREAM)
Taxlot 1002 - 0.5 Acres
in 18S12E17NWNE
Total Lease of 0.8 Acres

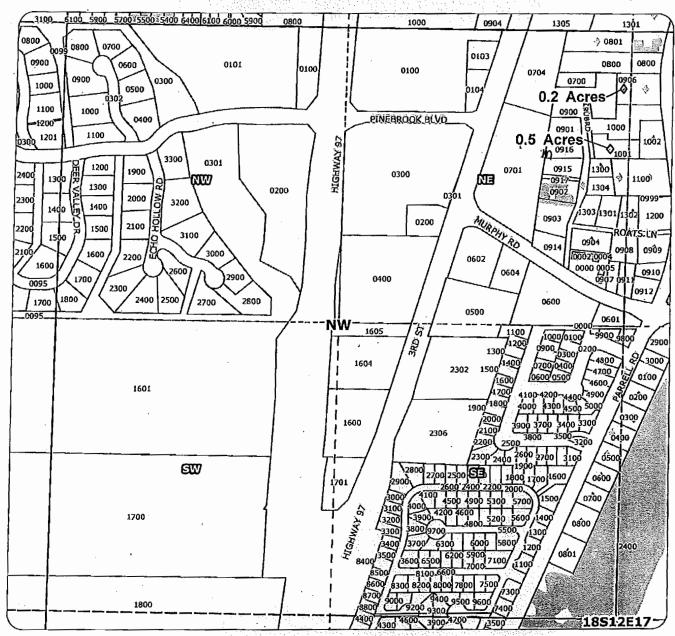




Geo-Spatial Solutions, Inc.

พางพ.geospatialsolutions.com





Application for 1-year Instream Lease Primary: Certificate 74197



Proposed Lease of Irrigation Rights



Water Rights

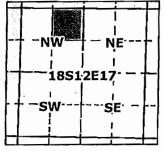


Arnold Irrigation District
Taxlot 906 - 0.2 Acres INSTREAM
Taxlot 1001 - 0.5 Acres
in 18S12E17NENW
Total Lease of 0.7 Acres



Geo-Spatial Solutions, Inc.

www.geospatialsolutions.com





87-10598 BARGAIN AND SALE DEED

0146-1006

HAROLD M. VOOS, Grantor

conveys to

BEVERLY J. VOOS, Grantee, all of his right, title and interest in the following described real property:

A tract of land partly in the NW1/4 NB1/4 and partly in the NB1/4 NW1/4 of Section 17, Twp. 18, South, Range 12 E.W.M., and described as follows:

Beginning at a point on the west right of way line of the Old Dallas-California Highway 188.14 feet South and 132.10 feet East of the Quarter Section (1/4) corner between Section 8 and 17 of Twp. 18 S. R. 12 E.W.M. and running thence N. 69° 44' 37" W. 200.0 feet; thence due South 139.48 feet; thence 8. 89° 54' 39" E. 215.2 feet to the west right of way line of the Old Dalles-California Highway; thence W. 6° 14' W. 139.8 feet along the westerly right of way line to the point of beginning, and containing 0.66 acres.

This instrument does not guarantee that any particular use may be made of the property described in this instrument. A buyer should check with the appropriate city or county planning department to verify approved uses.

The true and actual consideration for this conveyance is dissolution and property settlement.

HAROLD M. VOOS, Grantox

Page 1 - BARGAIN AND SALE DEED

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### 0146-1007

STATE OF OREGON, County of Deschutes ) as.

with the speared the above named MAROLD M. VOOS and tacking ledged the foregoing instrument to be his voluntary act and deed.

HOTARY #

NOTARY PUBLIC FOR OREGON My Commission expires 1/2/20

STATE OF OREGON ) SS.

I. MANY SUE PERHOLLOW, COUNTY CLERK AND RECORDER OF CONVEYANCES, IN AND FOR EAD COUNTY, DO HERENY CENTRY TRAY THE WITHIN UNITERMENT WAS RECORDED THE DAY.

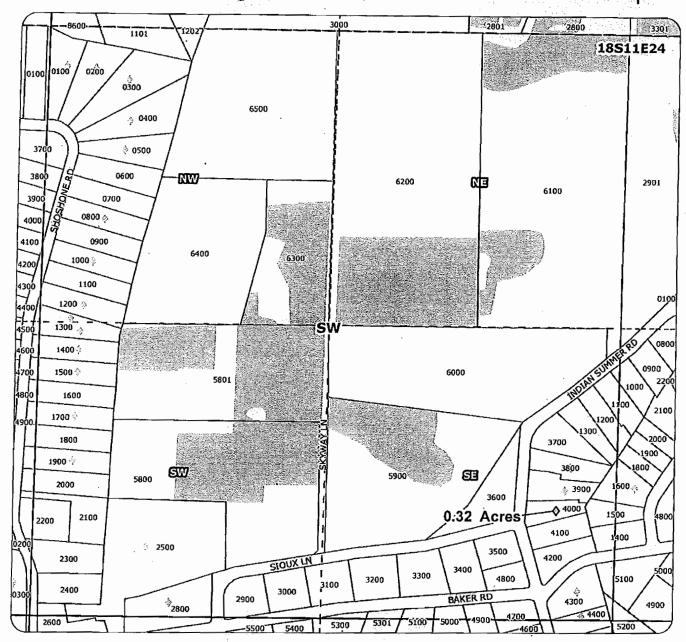
87 JUN - 1 AMII: 02 MARY SUE PENHOLLOW COUNTY CLERK

PBBB.

Page 2 - BARGAIN AND SALE DEED

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DESCRIPTS COUNTY OFFICIAL RECORDS



Application for 1-year Instream Lease Primary: Certificate 74197



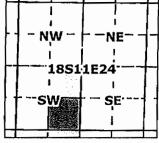
Proposed Lease of Irrigation Rights



Water Rights



Arnold Irrigation District Taxlot 4000 - 0.32 acres in 18S11E24SESW Total Lease of 0.32 Acres

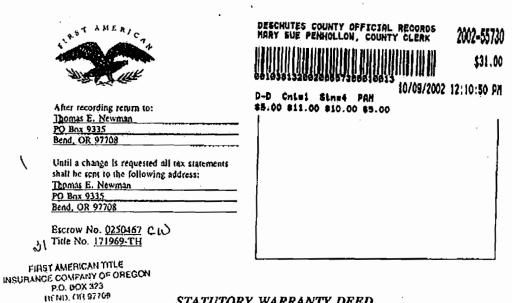




Geo-Spatial Solutions, Inc.

www.geospatialsolutions.com





STATUTORY WARRANTY DEED

Beverly, May Fitzgerald, Trustee of the GERALD LAMB HICKLIN TRUST u/4 dated June 15, 1992, an extate in fee simple. Grantor, conveys and warrants to Thomas E. Newman and Karrie D. Newman, husband and wife, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

Lot 48 in Block II of DESCHUTES RIVER WOODS, Deschutes County, Oregon.

This property is free of liens and encumbrances, EXCEPT: Easements, Covenants, Conditions and Restrictions of record, if any. 2002/2003 property taxes, a lien not yet payable.

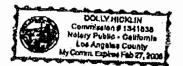
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS, BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO 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 \$40,000.00 (Here comply with the requirements of ORS \$) (19)

Barony May Sitzenell
Beverly May Fitzgerald, Truste

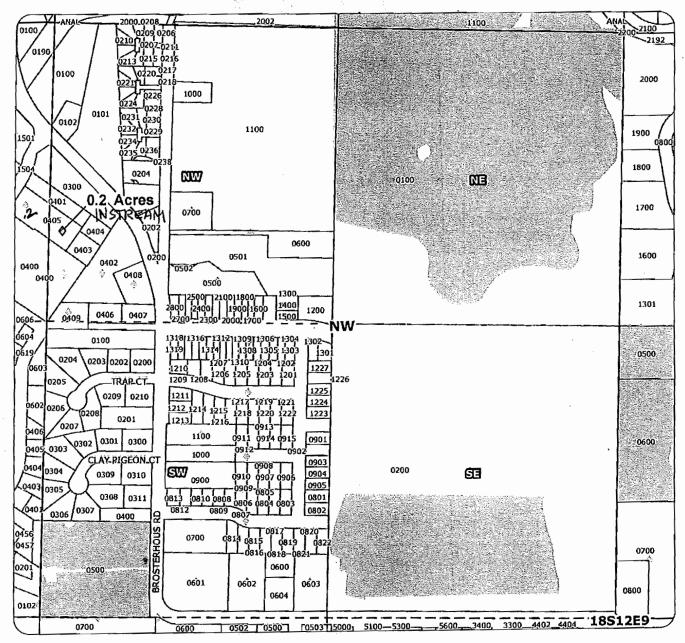
STATE OF California
County of Los Angeles } 55.

This instrument was adjuncted before me on this 2 day of October, 2002 by Beverly May Fitzgerald, Trustee

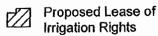


Solely Mickling Public for Oregon

My commission expires: 2-37-06



Application for 1-year Instream Lease Primary: Certificate 74197



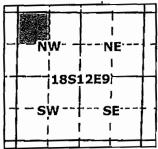
Water Rights

For:
Arnold Irrigation District
Taxlot 405 - 0.2 Acres Instream
in 18S12E9NWNW
Total Lease of 0.2 Acres

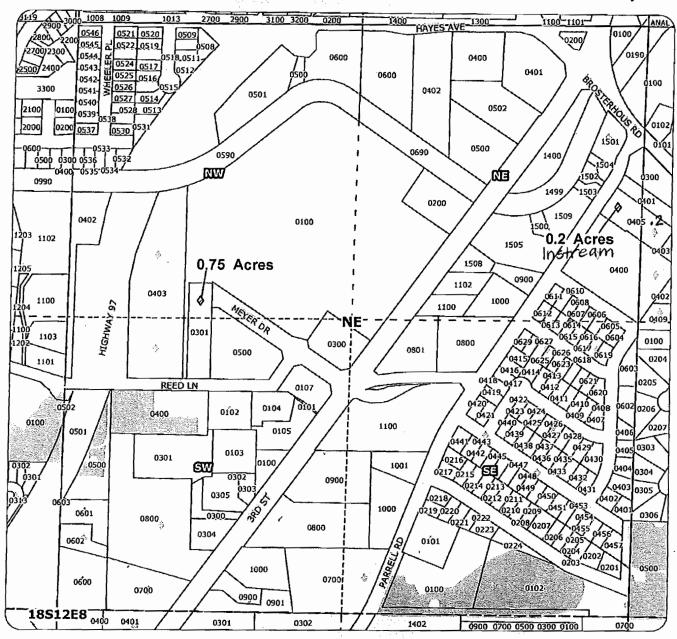


Geo-Spatial Solutions, Inc.

www.geospatialsolutions.com







Application for 1-year Instream Lease Primary: Certificate 74197



Proposed Lease of Irrigation Rights



Water Rights



Arnold Irrigation District

Taxlot 301 - 0.75 acres
in 18S12E8NWNE

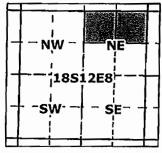
Taxlot 405 - 0.2 acres Instream
in 18S12E8NENE

Total-Lease of 0.95-Acres



Geo-Spatial Solutions, Inc.

พพพ.geospatialsolutions.com





Potter"

## VOL: 1999 PAGE: 38314 RECORDED DOCUMENT

STATE OF OREGON COUNTY OF DESCHUTES



### 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:

Aug. 5, 1999; 2:03 p.m.

RECEIPT NO:

9527

DOCUMENT TYPE:

Deed

FEE PAID:

\$45.00

NUMBER OF PAGES: 2

MARY SUE PENHOLLOW DESCHUTES COUNTY CLERK

Mary Due Kinkellow

99-38314-1

### WARRANTY DEED

JOHN R. WOODRON, Grantor(s) hereby grant, bargain, sell, warrant and convey to: DER FORD FOTTERSROBERT G. FINCHEM SR, TENANTS IN COMMON 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 DESCHOTES and State of Oregon, to wit:

SEE ATTACHED LEGAL DESCRIPTION

TAX ACCOUNT NO.: 18 12 09BB 00405

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 overy 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 UGE LAND AND REQULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANKING DEPARTMENT TO VERICY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAMBUITS AGAINST PARMING OR POREST PRACTICES AS DEFINED IN OR8 30.930.

The true and actual consideration for this conveyance is

Until a change is requested, all tax statements shall be sent to Grantee at the following address: "34 NW Bruley, Bunk Dr. 97701

Dated this 4TH day of August , 1999.

OHA R. HOODROOM R. HOODROOM

State of Oregon County of DESCRUTES

This instrument was acknowledged before me on August 477, 1999 by JOHN

My commission expires

11-19-1499

ESCRÓN NO. SROZ1694JU

Return to:

DEE FORD POTTER

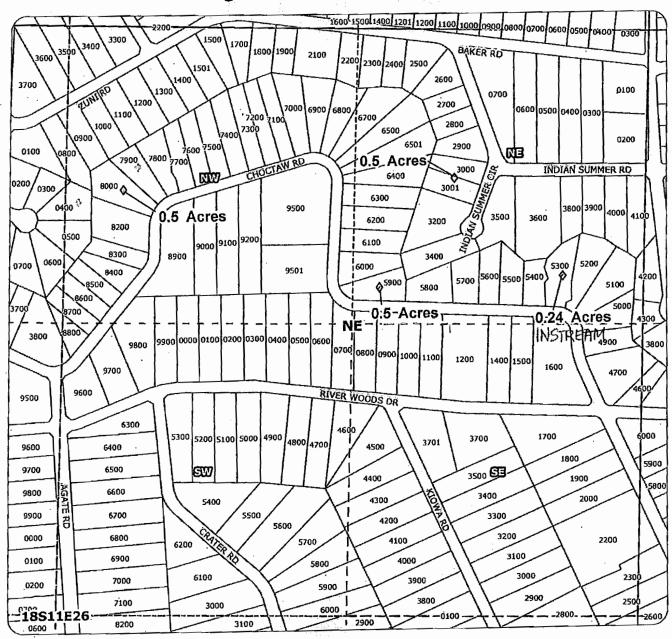
OFFICIAL BEAL

After recording, return to AmeriTitle 15 OREGON AVENUE, BEND

99.38314.2

#### DESCRIPTION SHEET

Beginning at the Southwest corner of Lot Six (6) of Reed Highway Acreage, Deschutes County, Oregon, thence Northeasterly along the Easterly right of way of Parrell Road 314.13 feet to the true point of beginning of the tract hereby conveyed; thence South 56° 56' 30" Bast, 140.0 feet; thence Northeasterly at a right angle 6.0 feet; thence South 56° 56' 30" East, 290.91 feet to a iron pipe; thence North 34° 17' East, 200.05 feet to an iron pipe; thence North 56° 56' 30" West, 436.80 feet to the Easterly right of way of Parrell Road; thence Southwesterly along the Easterly right of way line of Parrell Road 206.0 feet to the true point of beginning; EXCEPT THEREFROM the Southeasterly 115.00 feet and the Northeasterly 69.00 feet measured at right angles to the Northeasterly line thereof.



Application for 1-year Instream Lease
Primary: Certificate 74197



Proposed Lease of Irrigation Rights



Water Rights



Geo-Spatial Solutions, Inc.

พพพ.geospatialsolutlons.com

For:

Arnold Irrigation District

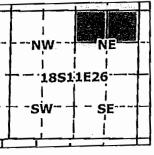
Taxlot 3000 - 0.5 acres

Taxlot 5300 - 0.24 acres INSTREAM

Taxlot 5900 - 0.5 acres
in 18S11E26NENE

Taxlot-8000—0.5-acres in 18S11E26NWNE

Total Lease of 1.74 Acres





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RICHARD ORSCK AND LOUISE ORECK	INDIVIDUAL GRANTOR			
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	materials and an alternative			M
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312 - 2543

1993-1994 TAXES: A lien not yet payable.

The presises under search fall within the boundaries of ARNOLD IRRIGATION DISTRICT and are subject to rules, regulations, assessments and liens thereon.

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DESCRIPTION SHEET

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312 - 2544

Lot One Hundred Seventy-seven (177) and a portion of Lot One Hundred Seventy-eight (178), Block PP, DESCHUTES RIVER HOODS, Deschutes County, Oragon, said portion being described as follows:

Beginning at the Southeast corner of said Lot 177; thence North 15\*06'08" East, 23.98 feat to the true point of beginning; thence North 59\*38'00" East, 30.70 feet; thence due North, 82.64 feet; thence South 15\*06'08" West, 101.67 feet to the point of beginning.

\*\* EXCEPTING THEREFRON a portion of said Lot 177, Block PP, described as follows:

Beginning at the most Northerly corner of said Lot 177; thence South 15°06'08" West, 223.08 feet; thence North 12°28'49" East, 214.56 feet; thence North 63°26'06" East, 13.14 feet to the point of beginning.

-END-

STATE OF OREGON ) SS

I, MARY SUE PERROLLOW, COUNTY CIES AND RECORDER OF CONVEYANCES, IN AND HOW SAID COUNTY, BO MINIST CREETS THAT HAW WITHIN INTERNANT WAS RECORDED THE DAY:

93 SEP 2 PH 3: 53

MARY SUE PENHOLLOW COUNTY CLERK

HO 93-33025 HT 4390

GISCHUTTS COUNTY OFFICIAL MICORDS

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Date Created:March 29, 13

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4. Gregon 97708

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471 - 2338

After recording return to: MICHARL L. HANNING 54176 N. HWY, 97 PEND, OR 97701 TITLE ORDER NO: 27-27415 KRY ESCROW RO: 27-27415

97-44765

Until a change is requested tex statements shall be east to the following address: SAMB AS ABOVE

(INDIVIDUAL OF CORPORATION)

CHARLES T. MATTON and OLGA B. MATTON, husband and wife Granton,

conveys and warrants to:

MICHAEL L. MARRIED and ROYMONE R. MANS, Grantes,

the following described real property free of enounbrances except as specifically set forth herein:

Lot Eight (8), Blook QQ, DESCRITES RIVER WOODS, Deschutes County, Oregon

SUBJECT TO:

1. Regulations, including levies, assessments, water and irrigation rights and essements for ditches and canals of Arnold Irrigation District.

(There will be a \$10.00 charge for the assessment report from Arnold Irrigation District)

Tax Account No: 107522

Hap No: 18-11-25-80-00400

THIS INSTAURINT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VEOLATION OF APPLICABLE LAND USE LANS AND RESULATIONS. BEFORE, SIGNING OR ACCUPING THIS INSTRUMENT, THE SEASON, ACQUIRING THE TITLE TO THE PROPERTY SHOULD CHECK WITE THE APPROPRIATE CITY OR COUNTY SLAUNING DEPARTMENT TO VERY FARMOUND USES AND TO DETERMINE ANY LIPCTS ON LANGUISE ACCINST PARKING OR FOREST PRACTICES AS DEFINED IN ORE 30,830.

The true consideration for this conveyance is \$16,615.00 , However, if the actual consideration consists of or includes other property or other value given or promised, such other property or value was part of the/thm whole of the (indicate which) consideration.

If grantor is a corporation, this has been signed by authority of the Board of Directors.

Dated this 18th day of Dovember, 1997.

GRANTOR (S)

Charles T. HATTON

OLGA B. SATTON

OFFICIAL BEAL
MAIN ANDERSON
NOTARY PUBLIC-OREGON
COMMISSION NO. 065700
MY COMMISSION EXPIRES JULY 11. 2000

STATE	Q\$	ORECON,	County	of	
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Dexhutes \_\_\_\_\_

This instrument was acknowledged before me on 11-18-97 , 1997
by CHAPLES T. HATTON and OLGA B. NATTON

Hotary Public for Oregon

My commission expires: 7:11:00

R. T. P.

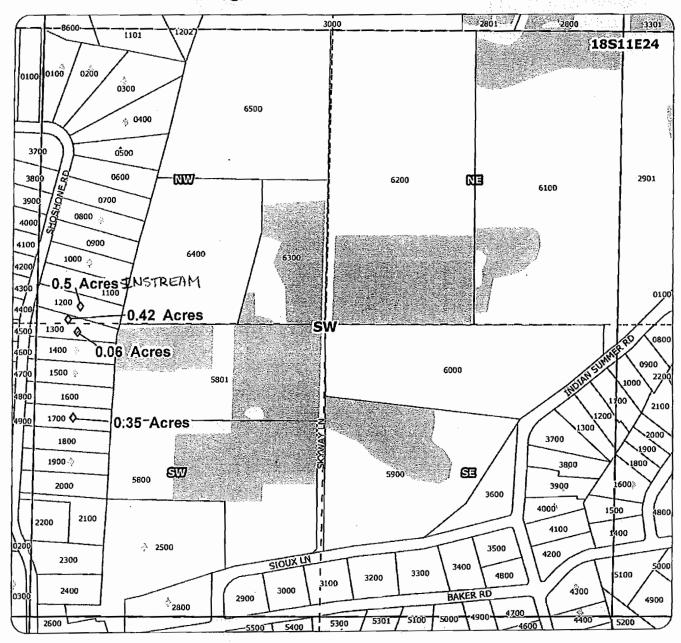
W. 18-64

97 DEC -2 PH 3 %1

MARY SUE PENHOLLOW COUNTY CLERK

97-44765

DESCRIPES COUNTY DIFICIAL RECORDS



**Application for 1-year Instream Lease** 

**Primary: Certificate 74197** 



Proposed Lease of Irrigation Rights



Water Rights



Geo-Spatial Solutions, Inc.

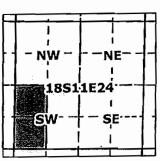
พพพ.geospatialsolutions.com

### For:

Arnold Irrigation District Taxlot 1200 - 0.5 acres - INSTREAM Taxlot 1300 - 0.42 acres in 18S11E24NWSW Taxlot-1300 - 0.06 acres

Taxlot 1700 - 0.35 acres

in 18S11E24SWSW Total Lease of 1.33 Acres







### 95-21064

376 - 2397

123	ATT OF THE	STATUTORY WA	RRANTY	DEED	
ē	ALBERT A. WILLMAN and BES	SIE L. WILLMAN, hus	iw band and wi	£o_	
95	conveys and warrants to VENDY				Grantor,
1001	the following described real property Lot 26 in Block QQ of DES	free of liens and encumbra	noes, except as sp	pecifically set forth	herein:
5				,,	
	<i>L</i> '				
4	n'				
	1				
	This property is free of liens and encord and encoments of record.	urubrances, FXCEPT: Co	venants, con	nditions, res	trictions
	THIS INSTRUMENT WILL NOT VIOLATION OF APPLICABLE LATHIS INSTRUMENT, THE PERSON THE APPROPRIATE CITY OR CODETÉRMINE ANY LIMITS ON LORS 30.930.	NNO USE LAWS AND RE ON ACQUIRING PEE TIT OUNTY PLANNING DEPA	GULATIONS. I LE TO THE PI RTMENT TO V	BEFORE SIGNIN ROPERTY SHOUL ÆRIFY APPROVI	G OR ACCEPTING LD CHECK WITH ED USES AND TO
	The true consideration for this conve	yance is \$81_436.	00	(Here comply with the	requirements of OR\$ 93,030)
	Dated this 15th bay of	July 19 95			
	ALBERT A. WILLMAN		BESSIE L.	istellian	Mary Carlotte
	STATE OF OREGON County of DESCHUTES  BE IT REMEMBERED. That oundersigned, a Notory Public in and	for said County and State, I	personally appea		
	ALBERT A. WILLMAN and BE	SSIE L. VILLMAN			
	known to me to be the identical tridi me that THEY executed the IN TESTIMONY WHEREOF, I	ie same freely and voluntari	ly.		
	written.	1	,	~ h	
	OFFICIAL SEAL BONNIE C WILKINS HOTARY FUBLIC - OREG COMMISSION NO. 025 W DUMANA BERIES LOS	.N		O DYLE NO	lary Public for Oregon.
	Title Order No. 136799 HP				
	Escrow No. 9510423				S. C. S. P. S.
	After recording means to:		CKTAK AARD POK SAID OKE WITHIN	ės:	\$ C ( 8
	HENDY AND GONNER 19226 SHOSHONE ROAD		- A-E-2	8 2	(2) E
	BEND. OR 97702 Name, Address, Zip		8 8 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	2 E E E E E E E E E E E E E E E E E E E	\
	Until a change is requested all tax statement a	hall be sent	· 新 美	(1, >	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	WENDY ANN CONNER	j	DESCRIPTES ) PENHOLIOW. CONVETANCES CONVET	22 岩屋	( ) n 3
	19226 SHOSHONE ROAD BEND, OR 97702		PERCHITES S. F. POHIOLION, COUNTY F. CONVELACES, M. JAN HONEY, CORTUR THAT WAS BECOMBED THIS DAY	95 JUR 21 4037 SUE CORRYT	95-21364), RE 25:
RS OF	Y AMERICAN TILLE CU.  DESCRUTES COUNTY	3	2001	R ₹	() % \$
			COUNTY OF DESCRIPES  F. MARY SUF PENHOLION  RECORDS OF CONVESACI  COUNTY DO HENTER CORD  INSTRUMENT AND MECORDE		
4	END, OREGON 07709	5	1 A 2 B S E		- W 7

#### 2013 Arnold Irrigation District Instream Lease Map 7600 1500 1400 1201 1200 1100 1000 0900 0800 0700 0600 0500 0400 1800 1900 BAKER RD 2300 2400 2500 7000 6900 6800 0600 0500 0400 0300 図 ∤0.5\_Acres INDIAN SUMMER RD <sup>8000</sup>♦ 0.5 Acres 3800 3900 9000 9100 9200 5700 5600 5500 5400 0:5-Acres 0.24 Acres 9900 0000 0100 0200 0300 0400 0500 0600 0700 0800 0900 1000 1100 1400 1500 RIVER WOODS DR 5300 5200 5100 5000 4900 4800 4700 SW 3500 📴 18S11E26

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



0600 1

Proposed Lease of Irrigation Rights



Water Rights



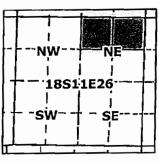
Geo-Spatial Solutions, Inc.

างางาง.geospatialsolutions.com

### For:

Arnold Irrigation District Taxlot 3000 - 0.5 acres INSTREAM Taxlot 5300 - 0:24 acres Taxlot-5900—0.5-acres in 18S11E26NENE Taxlot 8000 - 0.5 acres in 18S11E26NWNE

Total Lease of 1.74 Acres Date Created: May 2008





After recording return to: Harry Hardy 19145 Indian Summer Road Bend, OR 97702

Until a change is requested all tax statements shall be sent to the following address: Harry Hardy 19145 Indian Summer Road Bend, OR 97702

File No.: 7061-74124 (MSR) 577 36 Date: December 06, 2002

FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON P.O. BOX 323

BEND OR 97709

DESCHUTES COUNTY OFFICIAL RECORDS MARY SUE PENHOLLOW, COUNTY CLERK

\$36,00

12/27/2002 02:46:27 PM

Cotes Struss \$10.00 \$11.00 \$10.00 \$5.00

STATUTORY WARRANTY DEED

G. O. Wade and Lou Wade, as tenants by the entirety, Grantor, conveys and warrants to http://www. blandy, the following described real property free of flens and encumbrances, except as specifically set forth herein:

\*\*Harry V. Hardy, Jr. and Carol J. Hardy Lots 45 and 47 of 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 the Arnold Irrigation District.

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 OR5 30.930.

The true consideration for this conveyance is \$70,000.00. (Here comply with requirements of ORS 93.030)

G. O. Wade

anulade

Page 1 of 2