



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

Application for Instream Lease

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

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

Optional Identification by Lessor/Lessee: _____
Lease Application Number (assigned by WRD): IL-1298

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

This Lease is between:

Lessor #1:

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

Lessor #2, 3, etc. (provide same information as identified above)

Lessee (if different than Oregon Water Resources Department):

Name Deschutes River Conservancy
Mailing address 700 NW Hill St
City, State, Zip Code Bend, OR 97701
Telephone number 541-382-4077 xt 16
E-mail address** gen@deschutesriver.org

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

Trustee:

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

~I~ Water Right Holder and Water Right Information

- 1.1 Lessor #1 is the water right holder, or authorized agent for water right holder of the property located at: Township 18 S, Range 11 and 12 E, Section Mult and Tax Lot number Mult. If the water right appurtenant to these lands is also appurtenant to lands owned by others who are not included in this application, then Attachment 1 (tax lot map), needs to be included.

- 1.2 Lessor #2 is the (Check one):
 Not applicable
 Official representative of Arnold Irrigation District (Lessor #1), the irrigation district which conveys water to the subject water rights.
 Another party with an interest in the subject water rights representing _____.

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

Certificate No(s). 74197 & 76714 supp

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

1.5 Water Rights Proposed to be Leased Instream.

The first right to be leased identified in Section 1.3 is further described as follows:
 Certificate No.: 74197

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

Legal Season of Use: April 1 - October 31

Is the entire water right certificate being leased? Yes No

If no, list below the acres of the subject water right by legal description of township, range, section, and ¼ ¼ which will be dried up as part of this lease, and include a map (Attachment 2) showing the lands which will not receive water.

T	R	Sect	¼ ¼	Tax Lot	Acres	Type of Use	*Page #	*Priority Date	*Previous Lease #
*(Identify pertinent page numbers of certificate, if certificate is greater than 10 pages; identify priority date, if there is more than one on the certificate. If any portion of the right proposed to be leased was leased previously, the previous lease number may be identified. Identification of a previous lease is optional.)									
1.	See	place	of	use	table	attached		1905	IL-1224 & 941
2.									IL-
3.									IL-
4.									IL-
5.									IL-

[Attached maps must identify the water right holder, township, range, section, ¼ ¼, tax lot number, map orientation, and scale.]

Total number of acres being leased, if for irrigation (or other acre equivalent uses): 11.28

Acre-feet of storage, if applicable: n/a

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

4/1-4/30 & 10/1-10/31 Season 1 - 0.064 (2/1/1905) & 0.157 (4/25/1905)

5/1-5/15 & 9/15-9/30 Season 2 - 0.064 (2/1/1905) & 0.225 (4/25/1905)

5/15-9/15 Season 3 - 0.064 (2/1/1905) & 0.322 (4/25/1905)

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

Maximum duty associated with the right to be leased (ac-ft): 173.94

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

Conditions or other limitations, if any: _____

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

the water has been used over the past five years according to the terms and conditions of the water right certificate or as an instream water right or

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

~II~ Instream Water Right Information

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

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

2.2 **Instream use created by lease 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.

Instream volume in acre-feet (may be up to the same as the duty identified in Sec 1.5): 48.35
(9.56 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).

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

Describe the proposed reach (an instream reach generally begins at the POD and generally ends at the mouth of the source creek/river). If possible list the reach by river mile):
Arnold Canal: NESW, Sect 27, 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.

- 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

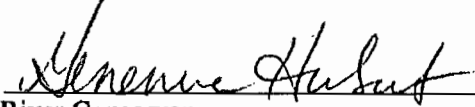
- 3.1 **Accuracy.** The Undersigned Lessor(s) and Lessee(s) declare that, to the best of their knowledge and belief, the information contained in this application is true, correct and complete. If after the lease order is signed, any information is determined to be false, the lease order may be modified 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 than 30-days prior to the period of allowed instream use or after the period of allowed use has begun for the water right(s) being leased, water may not be used under the right(s) leased until the following calendar year, unless the Director determines that enlargement would not occur. The Department may also require:
 - Written notice to the Department;
 - Consent by all parties to the lease; and/or
 - Written notice to the Watermaster's office.
 - For multiyear leases, the lessor shall not have the option of terminating the lease, without consent by all parties to the lease.
- 3.6 **Modification to prevent injury.** Allocation of water to the instream use described in Section 2.2 during the term of this lease is not reasonably expected to cause injury to other rights to use water from the same source. If injury is found after this lease is signed, the lease may be modified or terminated to prevent injury.

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

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

Lessor #1:  Date: 3/29/13
Arnold Irrigation District

For additional Lessors, type in space for signature and date

Lessee:  Date: 3/29/2013
Deschutes River Conservancy

Other Attachments as Needed:

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

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

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

Attachment 4: Split Season Instream Use Form

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

AID

Enter Total Number of Acres to be Leased Instream Here	11,280
--	---------------

For Primary Water Right - Certificate 74197

Rate (CFS) associated with leased rights for Section 1.5 of the Lease Application Form			
The rate and duty identified in this section includes the 65% transmission loss.			
Enter Rates by Priority Date on Lease Form	Full Rate	February 1, 1905	April 25, 1905
Season 1	0.221		
Season 2	0.289		
Season 3*	0.386		
* The rate identified for Season 3 has been proportioned such that the max rate allowed by the right (150.0 CFS) will not be exceeded if all acres were being irrigated.			
Duty (AF) associated with leased right for Section 1.5 of the Lease Application Form			
Duty (decree) AF/Acre =	15.42		

Rate (CFS) leased instream for Section 2.2 of the Lease Application Form			
The rate and duty identified in this section does not include the 65% transmission loss.			
Enter Rates by Priority Date on Lease Form	Full Rate	February 1, 1905	April 25, 1905
Season 1	0.077		
Season 2	0.101		
Season 3	0.135		

Volume (AF) leased instream for Section 2.2 of the Lease Application Form				
	# days	AF/Season	Duty (decree) AF/Acre =	5.40
Season 1	61	9.37	Total =	60.88
Season 2	30	6.02	Feb. 1905 portion =	
Season 3	123	32.96	April 1905 portion =	

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

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	NWNW	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) but in certificate as 24 SWSW	0.75	IRRIG	4	2/1/1905 - 4/25/1905	
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

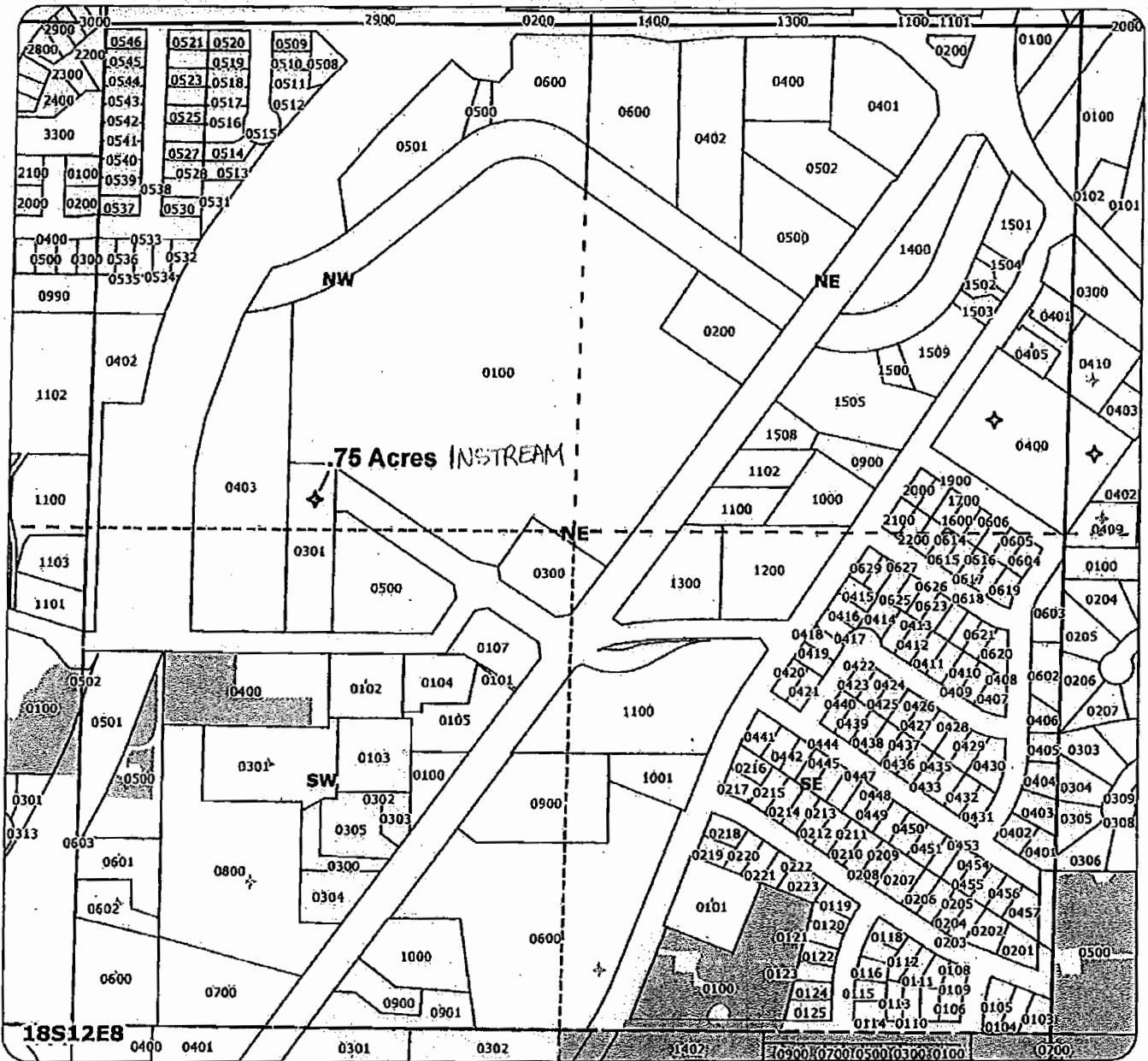
T	R	Sect	QQ	Taxlot	Acres	Use	Cert #	Page #	Priority	Prv Lease	QuitCm	Deed	Map	Original WR holder
18	12	8	NWNE	00301	0.75	IRR	74197	7	1905	1224	2008-33297	2004-61849	Y	B&C Development /Sheldon Development
18	11	24	NESE	07300	0.30	IRR	74197	4	1905	1224	2008-33298	88-21724	Y	Robert Wood (0.5 ac total in 2 TL)
18	11	24	SESE	07400	0.20	IRR	74197	4	1905	1224	2008-33298	88-21724	Y	07/1990 approved for a lot line adj., created only one 0.5 ac TL 7300
18	11	24	SWNE	03300	1.10	IRR	74197	3	1905	1224	2008-22053	2005-09225	Y	John and Alice Cymbala
18	11	25	NWNW	4700	0.20	IRR	74197	5	1905	1224 & 1140	X	97-34958	Y	Leslie Hansen
18	11	25	NENW	02000	0.25	IRR	74197	4	1905	1224 & 1140	X	2004-17376	Y	Lisa Bums
18	11	26	NWNE	08000	0.50	IRR	74197	5	1905	1224 & 1140	X	2002-73841	Y	Dennis Fiore
18	12	8	SESE	3200(3202)	0.50	IRR	74197	T-9636	1905	1224	2008-09317	2006-24450	Y	True Vision Construction
18	12	8	SESE	1416	0.25	IRR	74197	9	1905	1224	2012-03258/	2002-71505	Y	George Bradshaw
18	12	9	NWNW	700	0.48	IRR	74197	10	1905	1224 & 1140	2008-30003	2008-02340	Y	CO Investors
18	12	17	NESE	2400(900)	0.05	IRR	74197	14	1905	1224 & 1140	2008-22055	2007-44284	Y	Bend Golf and CC
18	11	25	SWSW	2800	0.75	IRR	74197	4	1905	n/a	2013-11770	96-28537	Y	David & Barbara Westoby
18	11	25	NENW	1600	0.75	IRR	74197	4	1905	n/a	2012-42821	2009-46580	Y	Lasher
18	12	22	SWNW	1200	0.59	IRR	74197	16	1905	n/a	2012-34475	2012-020899	Y	Bradly Mombert
18	11	23	NESE	3500	0.25	IRR	74197	3	1905	941	X	89-03565	Y	Martin
18	12	17	NENW	1001	0.50	IRR	74197	13	1905	941	X	85-22576	Y	Storch-Hogue
18	11	26	NENE	5900	0.50	IRR	74197	5	1905	941	X	75-8892	Y	May (Deed diff to read - also on Warranty Deed "225-981")
18	12	17	NWNE	1002	0.50	IRR	74197	13	1905	941	X	98-50315	Y	Dunn (Deed diff to read - also on Warranty Deed "520-1915")
18	12	17	NENW	908	0.20	IRR	74197	13	1905	941	X	87-10598	Y	Voos 0.2?
18	12	17	NWNE	906	0.30	IRR	74197	13	1905	941	X	87-10598	Y	Voos 0.3?
18	11	24	SESW	4000	0.32	IRR	74197	4	1905	941	X	2002-55730	Y	Newman
18	12	8	NENE	405	0.20	IRR	74197	7	1905	941	X	99-38314-1	Y	Potter
18	12	9	NWNW	405	0.20	IRR	74197	10	1905	941	X	99-38314-1	Y	Potter
18	11	26	NENE	5300	0.24	IRR	74197	5	1905	941	X	93-33025	Y	Martin
18	11	25	NWNW	400	0.40	IRR	74197	5	1905	941	X	97-44765	Y	Manning
18	11	24	NWSW	1200	0.50	IRR	74197	4	1905	941	X	95-21364	Y	Conner
18	11	26	NENE	3000	0.50	IRR	74197	5	1905	941	X	2002-73125	Y	Hardy

Total 11.28



X Shaded with "X" are "Legacy" 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

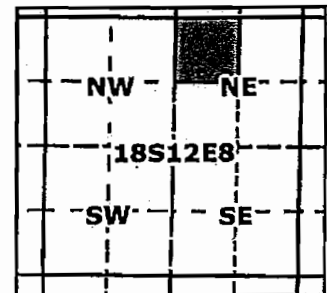
2013 Arnold Irrigation District Instream Lease Map



Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights

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



DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKEN COUNTY CLERK

2008-33297



\$41.00

00627712200800332970030038

08/08/2008 03:41:54 PM

D-D Cnt=1 Stn=1 BN

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

BARGAIN AND SALE DEED

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

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

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

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

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

** 18-12-08-AB-00301

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

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

Signed Nunc Pro Tunc this 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:

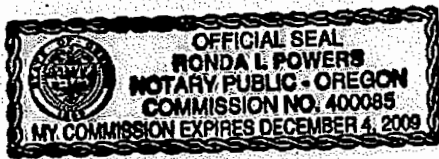
A tract of land as platted in an allotment near the City of Bend, Deschutes County, Oregon known as "Reed Highway Acreage" Section 2, (which plat was vacated December 7, 1932) and being in Section 8, Township 18 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon, being Lot No.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

Carey M. Sheldon, Grantor

Carey M. Sheldon

STATE OF OREGON, County of Deschutes) ss:

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



Ronda L. Powers

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

ACCEPTANCE

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

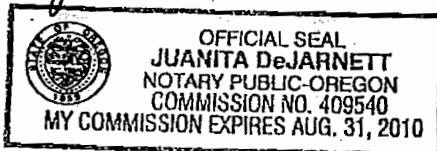
DATED this 30th day of July, 2008.

Arnold Irrigation District

By: *Shawn Gerdes*
Shawn Gerdes, District Manager

STATE OF OREGON, County of Deschutes) ss.

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




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

After recording return to:
10/05/04

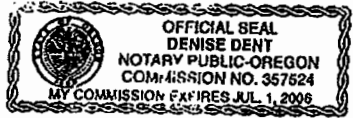
STATE OF OREGON, COUNTY OF DESCHUTES) SS.

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

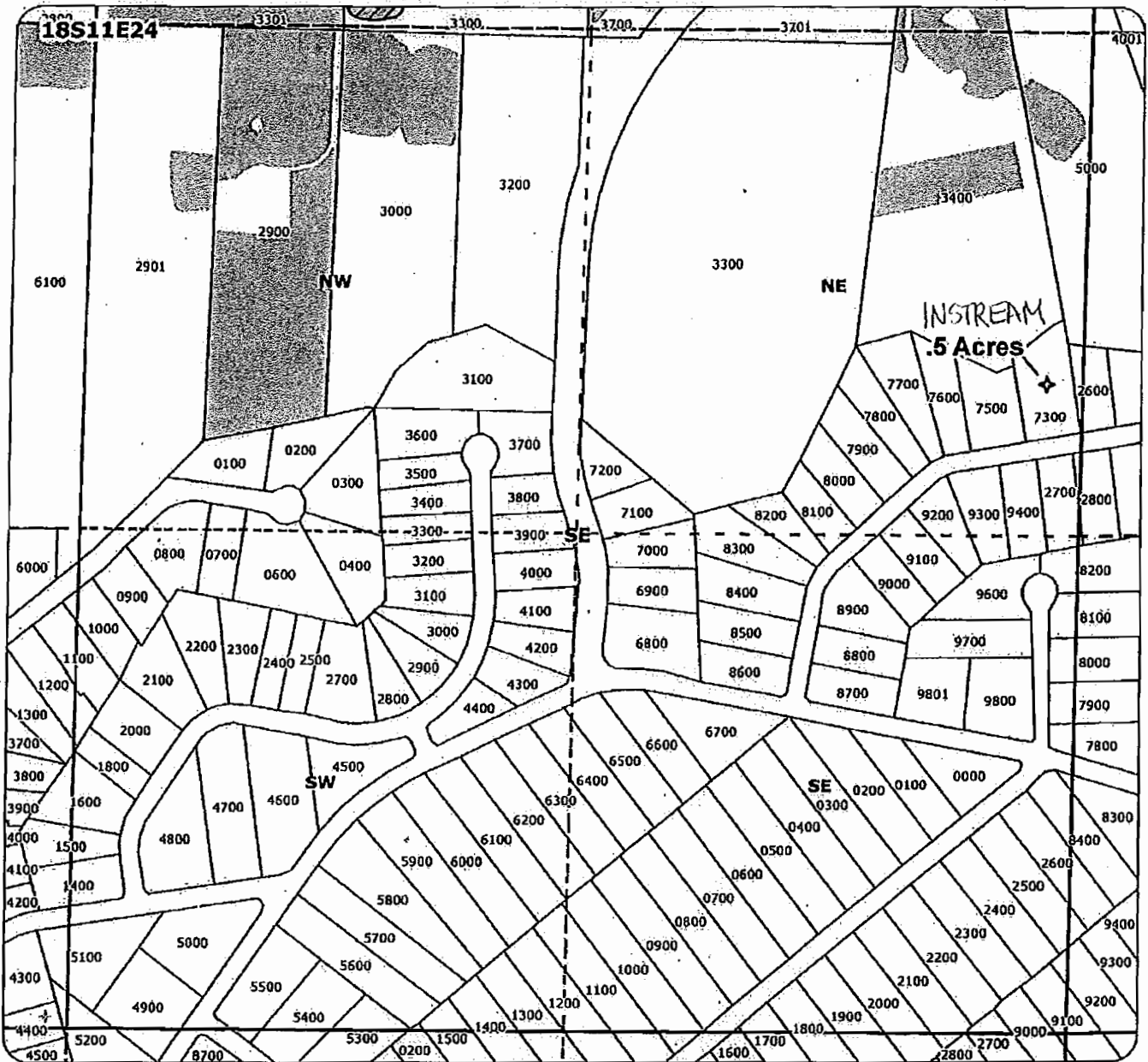


(Notary Public for Oregon)
My commission expires _____



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



2013 Arnold Irrigation District Instream Lease Map

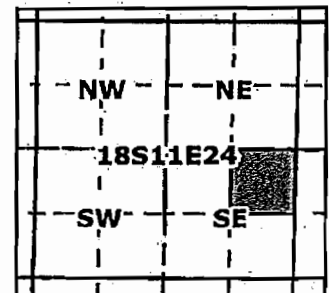


Application for 1-year Instream Lease Primary: Certificate 74197

-  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 just one taxlot on 7300*



1 inch = 400 feet

District Internal
Notice # _____

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

Page 3



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

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

2. APPLICANT NAME ROBERT WOOD
ADDRESS 19600 MANZANITA LN., BEND, OR 97702
ENCUMBRANCES _____

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

4. LOCATION OF USE
AUTHORIZED POINT OF DIVERSION _____

LOCATION OF AUTHORIZED PLACE OF USE

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

5. RECIPIENT NAME _____
ADDRESS _____

6. LOCATION OF PROPOSED USE

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

7. EXHIBITS

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

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

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

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

APPLICANT: x Robert A. Wood Date x 3-10-06
Name _____ Date _____
RECIPIENT: Shawn Gerdes Date 3-10-06
Name Shawn Gerdes, Manager Date _____
FOR DISTRICT: _____ Date _____
Name _____ Date _____

DESCHUTES CO OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

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

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

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

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

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

18-11-24-D0-07300

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

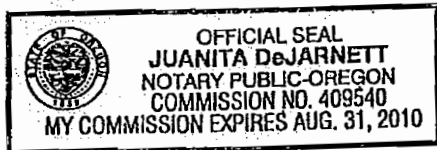
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW THE USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE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

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

Robert A. Wood, Grantor

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

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



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

ACCEPTANCE

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

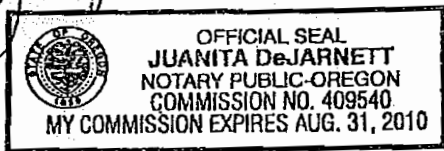
DATED this 30th day of July, 2008.

Arnold Irrigation District

By: Shawn Gerdes
Shawn Gerdes, District Manager

STATE OF OREGON, County of Deschutes) ss.

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



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

050 0101 1001 27
018.00 011.00 010.00 01.00

WARD 11 Exhibit "A" BARGAIN & SALE DEED

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

OK

86861 15-

88-21724

170-2881

WARRANTY DEED—STATUTORY FORM
INDIVIDUAL GRANTOR

SHAWN J. SALISBURY and FAY A. SALISBURY, a/k/a FAY A. HOBBY

conveys and warrants to ROBERT A. WOOD Grantor,

Grantee, the following described real property free of encumbrances
except as specifically set forth herein situated in Deschutes County, Oregon, to-wit:

Lot Twenty-two (22) and East half (E1/2) of Lot Twenty-three (23), in Block
FF, Deschutes River Wood, Deschutes County, Oregon.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

The said property is free from encumbrances except those as shown on the reverse side, if any;

The true consideration for this conveyance is \$ 34,500.00 (Here comply with the requirements of ORS 93.030)

Dated this 22nd day of September, 1988.

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.

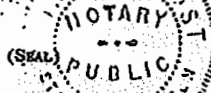
Shawn J. Salisbury
Shawn J. Salisbury

Fay A. Salisbury
Fay A. Salisbury, a/k/a Fay A. Hobby

STATE OF OREGON, County of Deschutes ss.

This instrument was acknowledged before me on this 22nd day of September, 1988

by Shawn J. Salisbury and Fay A. Salisbury



Yvonne M. Post
Yvonne M. Post

Notary Public for Oregon

My commission expires

YVONNE M. POST

NOTARY PUBLIC FOR OREGON

MY COMMISSION EXPIRES OCT 7, 2001

OF WARRANTY DEED	
Shawn J. & Fay A. Salisbury	GRANTOR
Robert A. Wood	GRANTEE
19600 Squaw River Lane	
Bend, OR 97702	
GRANTEE'S ADDRESS, ZIP	
After recording return to:	
Grantee	
NAME, ADDRESS, ZIP	
Until a change is requested, all tax statements shall be sent to the following address:	
As above	
NAME, ADDRESS, ZIP	

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON,

County of _____ ss.

I certify that the within instrument was received for record on the day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/title/instrument/microfilm/reception No. _____, Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME TITLE

By _____ Deputy

Bend Title Company

170 - 2882

1. 1988-1989 Taxes; A lien not yet payable.
2. The premises under search fall within the boundaries of Arnold Irrigation District and are subject to rules, regulations, assessments and liens thereon.
3. Mortgage, including the terms and provisions thereof, in the original amount of \$26,125.00 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)
COUNTY OF DESCHUTES) SS.

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

88 SEP 23 PM 3:32

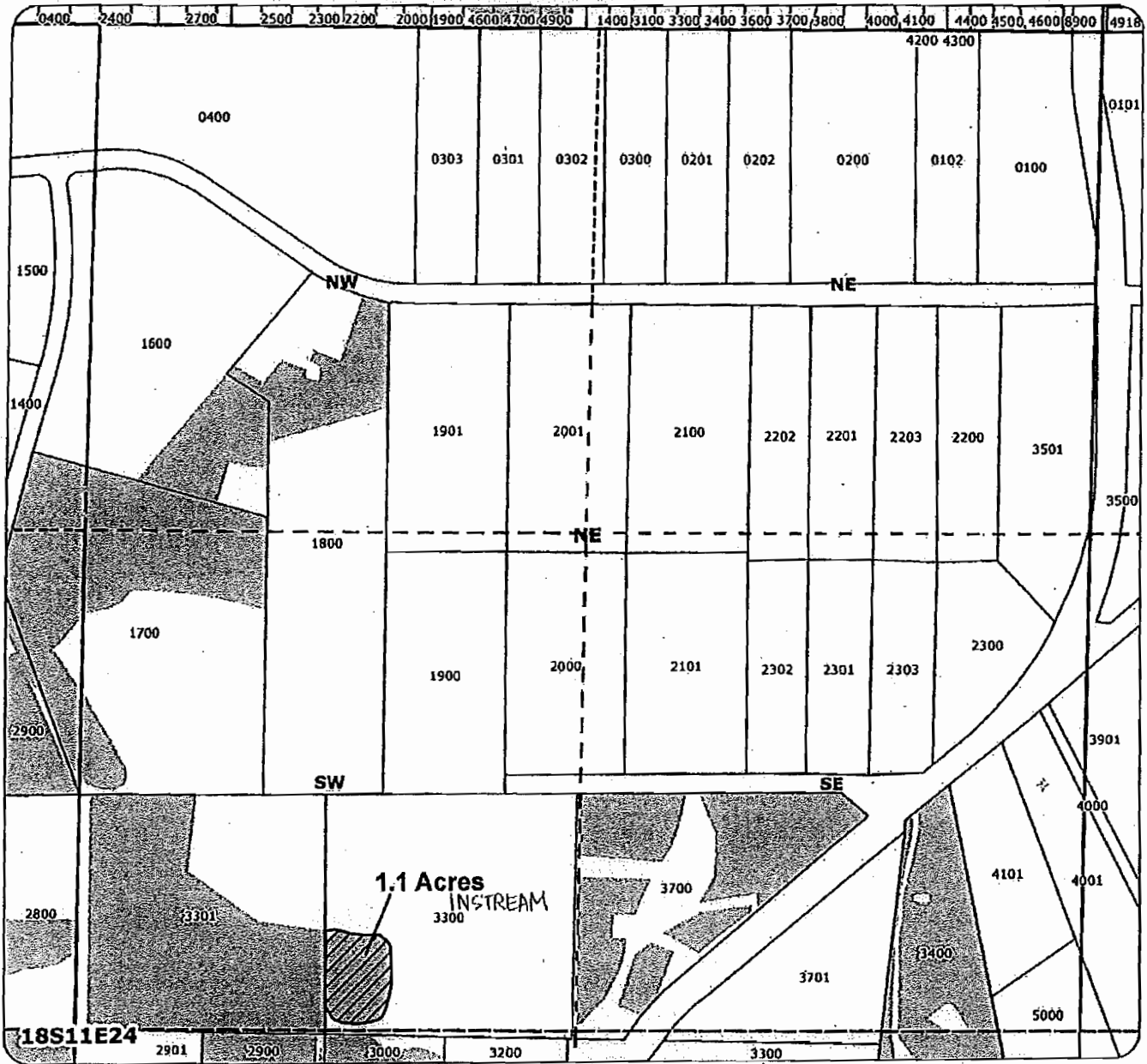
MARY SUE PENHOLLOW
COUNTY CLERK

BY: Phew DEPUTY



NO. 88-21724 FEE 15

DESCHUTES COUNTY OFFICIAL RECORDS

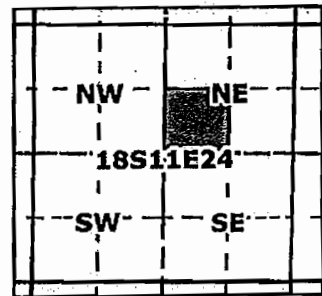
2013 Arnold Irrigation District Instream Lease Map



Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights

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



DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2008-22053



\$46.00

05/20/2008 04:19:40 PM

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

BARGAIN AND SALE DEED

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

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

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

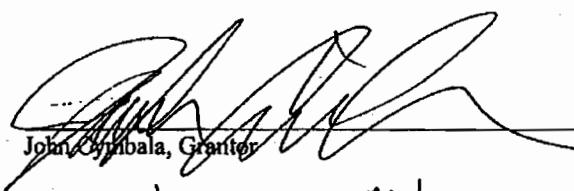
John & Alice Cymbala, Grantors, conveys to ARNOLD IRRIGATION DISTRICT, Grantee, the following described real property: See Exhibit "A"

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

**18-11-24-00-03300

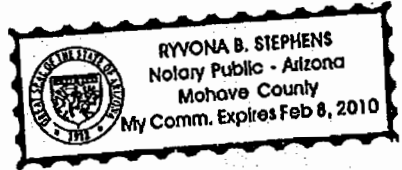
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW THE USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE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

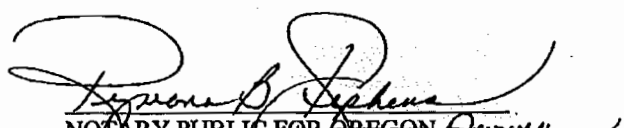
DATED this 25th day of January, 2007.

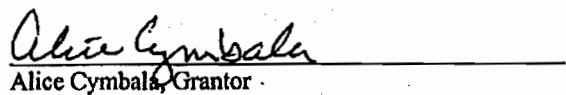

John Cymbala, Grantor

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

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

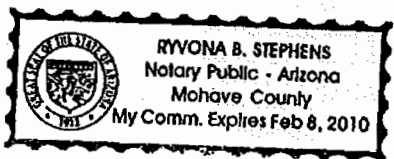




NOTARY PUBLIC FOR OREGON Arizona
My commission expires: Feb 08, 2010


Alice Cymbala, Grantor

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

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




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

ACCEPTANCE

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

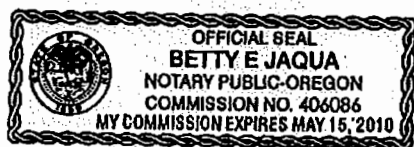
DATED this 20 day of May, 2008.

Arnold Irrigation District

By: Shawn Gerdes
Shawn Gerdes, District Manager

STATE OF OREGON, County of Deschutes) ss.

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



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

Exhibit "A"

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

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

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

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2005-09225



\$36.00

02/16/2005 11:50:22 AM

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

THIS



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

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

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

STATUTORY WARRANTY DEED

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

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

This property is free from liens and encumbrances, EXCEPT:

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

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

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

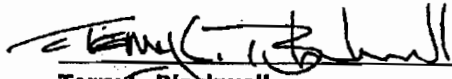
Dated this 15th day of February, 2005.

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

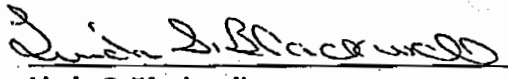
APN: 107317

Statutory Warranty Deed
- continued

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



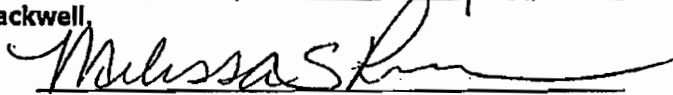
Terry L. Blackwell



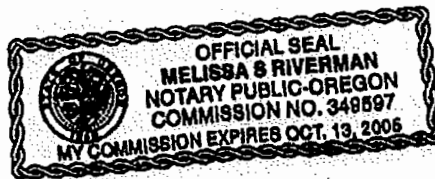
Linda S. Blackwell

STATE OF Oregon)
)ss.
County of Deschutes)

This instrument was acknowledged before me on this 15th day of February, 2005
by Terry L. Blackwell and Linda S. Blackwell.



Notary Public for Oregon
My commission expires:



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

THIS TRUST DEED, made this 12th day of February, 1994, between JOHN W. CYMBALA AND ALICE M. CYMBALA, husband and wife, as Grantor, WESTERN TITLE & ESCROW COMPANY, as Trustee, and PUTNAM A. MERRIAM, as Beneficiary,

WITNESSETH:

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

SEE ATTACHED EXHIBIT "A"

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

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

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

To protect the security of this trust deed, grantor agrees: 1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the property.

2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than 80% of the full replacement cost of the buildings, with loss payable to the beneficiary, with loss payable to the beneficiary; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance now or hereafter placed on the buildings, the beneficiary may procure at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, the debt secured by the obligation herein described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees, actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that: 8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 899.503 to 899.505. *WARNING: 12 USC 1701 regulates and may prohibit exercise of this option. **The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

TRUST DEED STATE OF OREGON, County of ... I certify that the within instrument was received for record on the ... day of ... 19... at ... o'clock ... M., and recorded in book/reel/volume No. ... on page ... or as fee/file/instrument/microfilm/reception No. ... Record of ... of said County. Witness my hand and seal of County affixed. By ... Deputy

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

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

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

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

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

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

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

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

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

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

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

except none

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

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

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

(b) for an organization, or (c) for a natural person, are for business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as 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 if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) it is not applicable; if warranty (a) is applicable and the beneficiary is a creditor at such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1219, or equivalent, if compliance with the Act is not required, disregard this notice.

[Signature]
John W. Cymbala
[Signature]
Alice M. Cymbala

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



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

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

TO: _____, Trustee

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

DATED: _____, 19____

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

_____ Beneficiary

329 - 2508

Order No. 117234-SP

EXHIBIT "A"

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

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

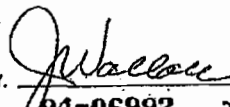
EXCEPTING THEREFROM any portion lying in roads, streets or highways.

STATE OF OREGON) ss.
COUNTY OF DESCHUTES)

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

94 FEB 17 PM 3:59

MARY SUE PENHOLLOW
COUNTY CLERK

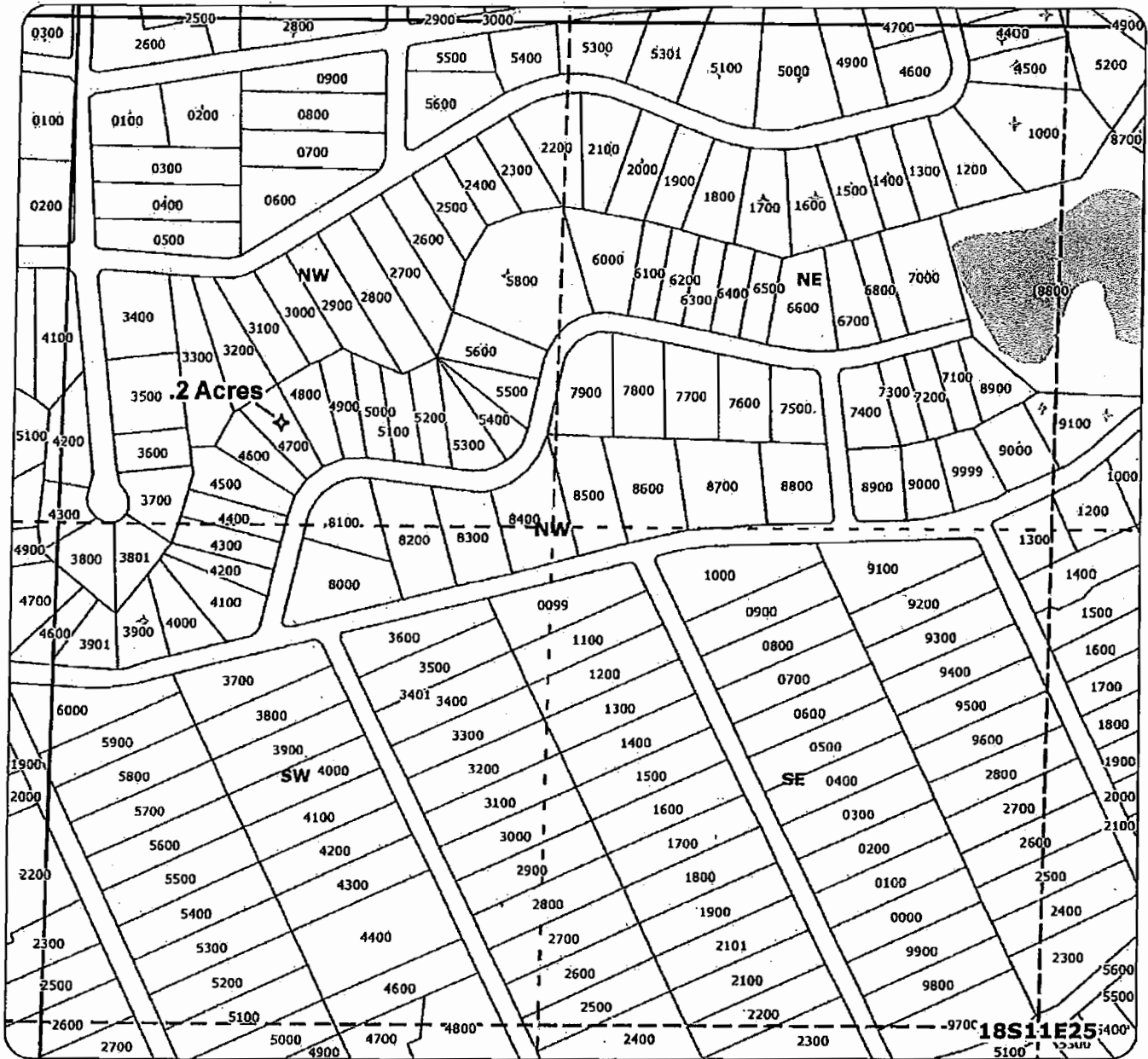
BY:  DEPUTY

NO. 94-06992 FEE 23.00


DESCHUTES COUNTY OFFICIAL RECORDS

X

2013 Arnold Irrigation District Instream Lease Map

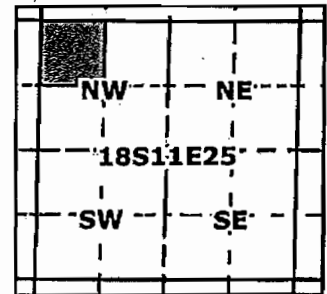


Application for 1-year Instream Lease Primary: Certificate 74197

 Proposed Lease of Irrigation Rights

 Water Rights

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



District Internal
Notice # _____

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

Page 3



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

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

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

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

4. LOCATION OF USE
AUTHORIZED POINT OF DIVERSION _____

LOCATION OF AUTHORIZED PLACE OF USE

TOWNSHIP	RANGE	SECTION	1/4, 1/4 OF SECTION	TAX LOT	# OF ACRES IRRIGATED	OTHER USE
18	11	25	NW NW	4700	.20	

5. RECIPIENT
NAME _____
ADDRESS _____

6. LOCATION OF PROPOSED USE

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

7. EXHIBITS

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

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

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

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

APPLICANT: Leslie R Hansen Date 2-4-04
Name Date
RECIPIENT: [Signature] Date 3/17/04
Name Date
FOR DISTRICT: _____ Date _____
Name Date

6685 35- 97-34958 463 = 1081

WARRANTY DEED

JEFFERY A. MOORE AND JEWELLE A. MOORE,
Grantor(s) hereby grant, bargain, sell and convey to:
LESLIE R. HANSEN,
Grantee(s) and grantee's heirs, successors and assigns the following described
real property, free of encumbrances except as specifically set forth herein in
the County of DESCHUTES and State of Oregon, to wit:

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

TAX ACCOUNT NO.: 18-11-25B0 04700

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

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

The true and actual consideration for this conveyance is \$ 36,800.00.

Until a change is requested, all tax statements shall be sent to Grantee at the
following address: 19242 Galen Rd, Bend, OR 97102

Dated this 15 day of Aug, 1997

Jeffery A. Moore
JEFFERY A. MOORE

Jewelle A. Moore
JEWELLE A. MOORE

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

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

and acknowledged the foregoing instrument to be a voluntary act.



(seal)

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

ESCROW NO. SB006685DS

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

STATE OF OREGON) ss.
COUNTY OF DESCHUTES)

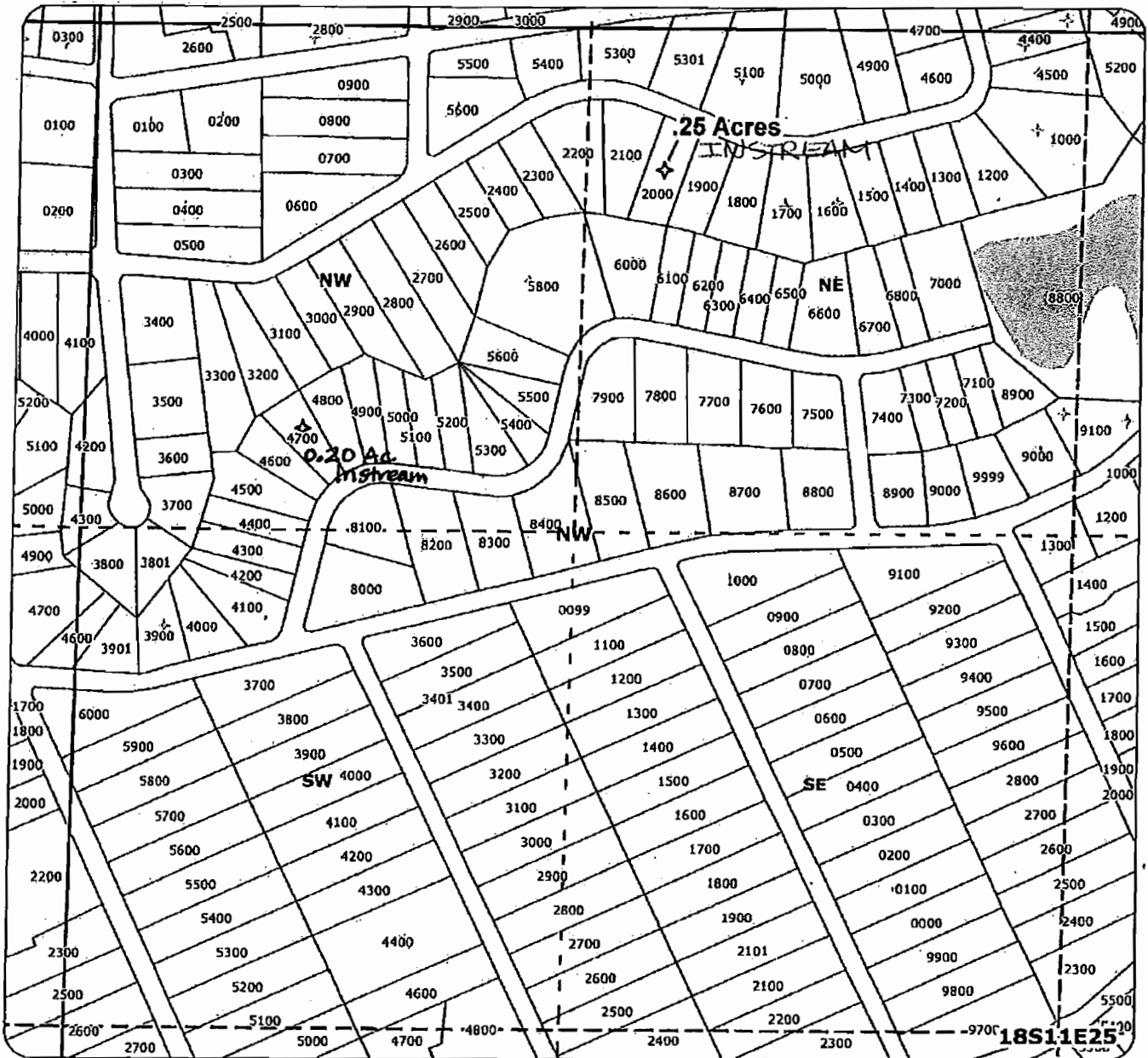
I, MARY SUE PENNELL, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DATE:

97 SEP 24 PM 4: 09

MARY SUE PENNELL
COUNTY CLERK

BY: A. Patterson DEPUTY
NO. 97-34958 FE 35-
DESCHUTES COUNTY OFFICIAL RECORDS

2013 Arnold Irrigation District Instream Lease Map



Application for 1-year Instream Lease

Primary: Certificate 74197

For:

Arnold Irrigation District

Taxlot 2000 - .25 Acres INSTREAM

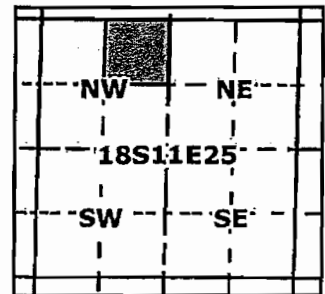
0 Acres Remaining on Taxlot 2000

in 18S11E25NENW

Total Lease of .25 Acres

 Proposed Lease of Irrigation Rights

 Water Rights



Geo-Spatial Solutions, Inc.

www.geospatialsolutions.com

Date Created: March 2012



1 inch = 400 feet

District Internal
Notice # _____

State of Oregon

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



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

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

- 2. APPLICANT
NAME Lisa Burns
ADDRESS 19315 Indian Summer Rd.
ENCUMBRANCES _____

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

- 4. LOCATION OF USE
AUTHORIZED POINT OF DIVERSION _____

LOCATION OF AUTHORIZED PLACE OF USE

TOWNSHIP	RANGE	SECTION	¼, ¼ OF SECTION	TAX LOT	# OF ACRES IRRIGATED	OTHER USE
18	11	25	NE NW	2000	.25	

- 5. RECIPIENT
NAME _____
ADDRESS _____

6. LOCATION OF PROPOSED USE

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

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

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

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

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

APPLICANT: Lisa M Burns x NOV 29, 2005
 Name Date
 RECIPIENT: Moan Inc 11/29/05
 Name Date
 FOR DISTRICT: _____
 Name Date

63446-31



THIS SPACE RESERVED FOR RECORDER'S USE

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

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



\$31.00

03/31/2004 02:58:09 PM

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

D-D Cnt=1 St=1 BECKEY
\$5.00 \$11.00 \$10.00 \$5.00

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

Escrow No. BA063446LR

STATUTORY WARRANTY DEED

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

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

18 11 25B0 02000

107531

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

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

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

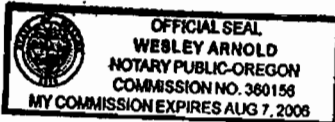
Dated this 30 day of March 2004.

Raqueel Moody
RAQUEL D. MOODY

State of Oregon
County of DESCHUTES

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

Wes Arnold
(Notary Public for Oregon)



My commission expires Aug 7, 2006

After recording, return to
AmeriTitle
15 OREGON AVENUE, BEND

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



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

1. WATER RIGHT

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

2. APPLICANT

NAME DENNIS FIORE

ADDRESS 19038 CHOCTAW RD.

ENCUMBRANCES _____

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

4. LOCATION OF USE

AUTHORIZED POINT OF DIVERSION _____

LOCATION OF AUTHORIZED PLACE OF USE

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

5. RECIPIENT

NAME _____

ADDRESS _____

6. LOCATION OF PROPOSED USE

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

7. EXHIBITS

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

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

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

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

APPLICANT: * Dennis Fiore Name 3/17/05 Date

RECIPIENT: Adam Heuer Name 3/17/05 Date

FOR DISTRICT: _____ Name _____ Date



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

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

36 File No.: 7061-77291 (MSR) *on*
Date: December 12, 2002
FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON
P.O. BOX 923
BEND, OR 97709

THIS SPACE RESERVED FOR RECORDER'S USE

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLOW, COUNTY CLERK

2002-73841



\$35.00

00125145200200738410020025 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. Fiore, the following described real property free of liens and encumbrances, except as specifically set forth herein:


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

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

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

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


Jesse J. Dobson


Roxanne M. Dobson

APN: 109749

Statutory Warranty Deed
- continued

File No.: 7061-77291 (MSR)
Date: 12/12/2002

STATE OF Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on this 27 day of December, 2002
by Jesse J. Dobson and Roxanne M. Dobson.

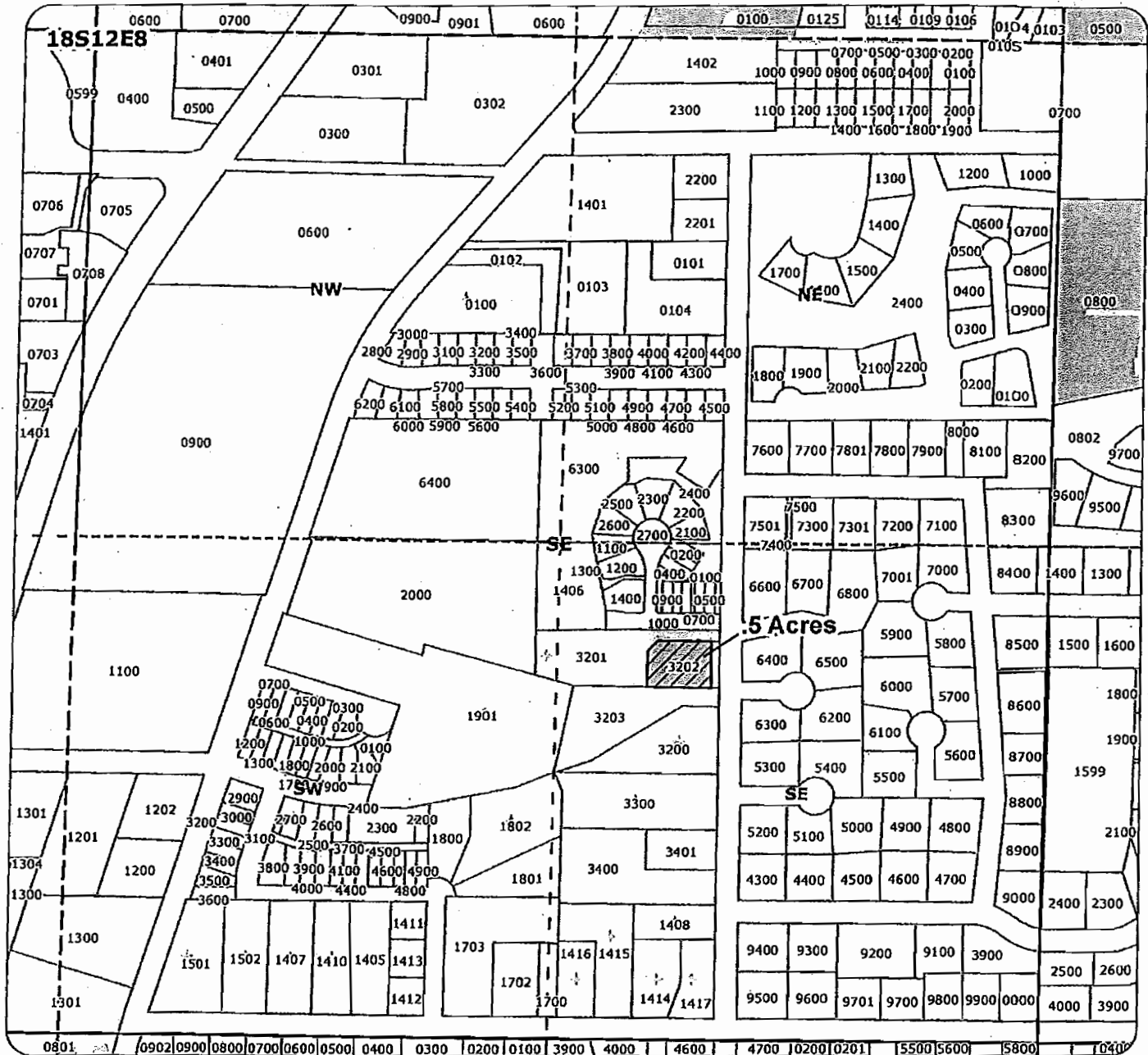
Melissa Riverman

Notary Public for Oregon

My commission expires:




2013 Arnold Irrigation District Instream Lease Map



Application for 1-year Instream Lease

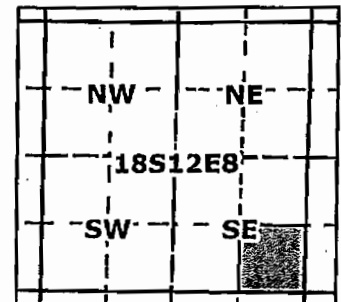
Primary: Certificate 74197

 Proposed Lease of Irrigation Rights

 Water Rights

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

*previously known as taxlot 3200



DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2008-09317



\$41.00

0080126020000093170030035

02/29/2008 04:18:23 PM

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

BARGAIN AND SALE DEED

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

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

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

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

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

** 181208D003202

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

DATED this 13th day of February, 2007.

Kmelich for True Vision Construction

** Grantor

STATE OF OREGON, County of Deschutes) ss:

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



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

ACCEPTANCE

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

DATED this 27th day of February, 2008.

ARNOLD IRRIGATION DISTRICT

By: [Signature]
Shawn Gerdes, Manager and Secretary

STATE OF OREGON, County of Deschutes) ss.

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



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

"Exhibit A"

Legal Description:

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

DESCHUTES COUNTY, OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-24450



\$36.00

04/10/2006 03:50:21 PM



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

THI

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

36
Until a change is requested all tax statements
shall be sent to the following address:
True Vision Construction
PO BOX 58
WALTON, OR 97490

2
File No.: 7061-786256 (TDM)
Date: March 22, 2006

STATUTORY WARRANTY DEED

Frank James Chiechi and Eileen Ruth Chiechi, as Co-Trustees of The Frank James Chiechi and Eileen 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 liens and encumbrances, EXCEPT:

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

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

FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON
PO BOX 523
BEND, OR 97709

APN: 235031

Statutory Warranty Deed
- continued

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, 2006

Frank James Chiechi & Ellen Ruth Chiechi
Family Trust u/va dated May 15, 1997

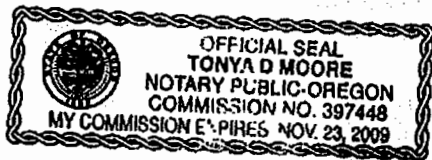
Frank James Chiechi Co Trustee
Frank James Chiechi, Co-Trustee

Ellen Ruth Chiechi Co Trustee
Eileen Ruth Chiechi, Co-Trustee

STATE OF Oregon)
County of Deschutes)ss.
)

This Instrument was acknowledged before me on this 10 day of April, 2006
by **Frank James & Eileen Ruth Chiechi.**

Tonya D Moore
~~Jennifer Brunet~~
Notary Public for Oregon
My commission expires: 5/21/2009



DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-24451



\$51.00

00453538200600244510050058

04/10/2006 03:50:21 PM

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



THIS:

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

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

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

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

TRUST DEED
(Assignment Restricted)

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

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

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

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

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

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

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

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

Grantor agrees:

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

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

The parties mutually agree:

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

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

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

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

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

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

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

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

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

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

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

True Vision Construction

[Handwritten signature of Karen Chlechi-Herrell]

By: Karen Chlechi-Herrell, Sole Proprietor

STATE OF Oregon)
)ss.
County of Deschutes)

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

[Handwritten signature of Notary Public]

Notary Public for Oregon
My commission expires:



APN: 235031

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, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed, the estate now held by you under the same.

Mail Reconveyance to:

Dated: _____

By _____

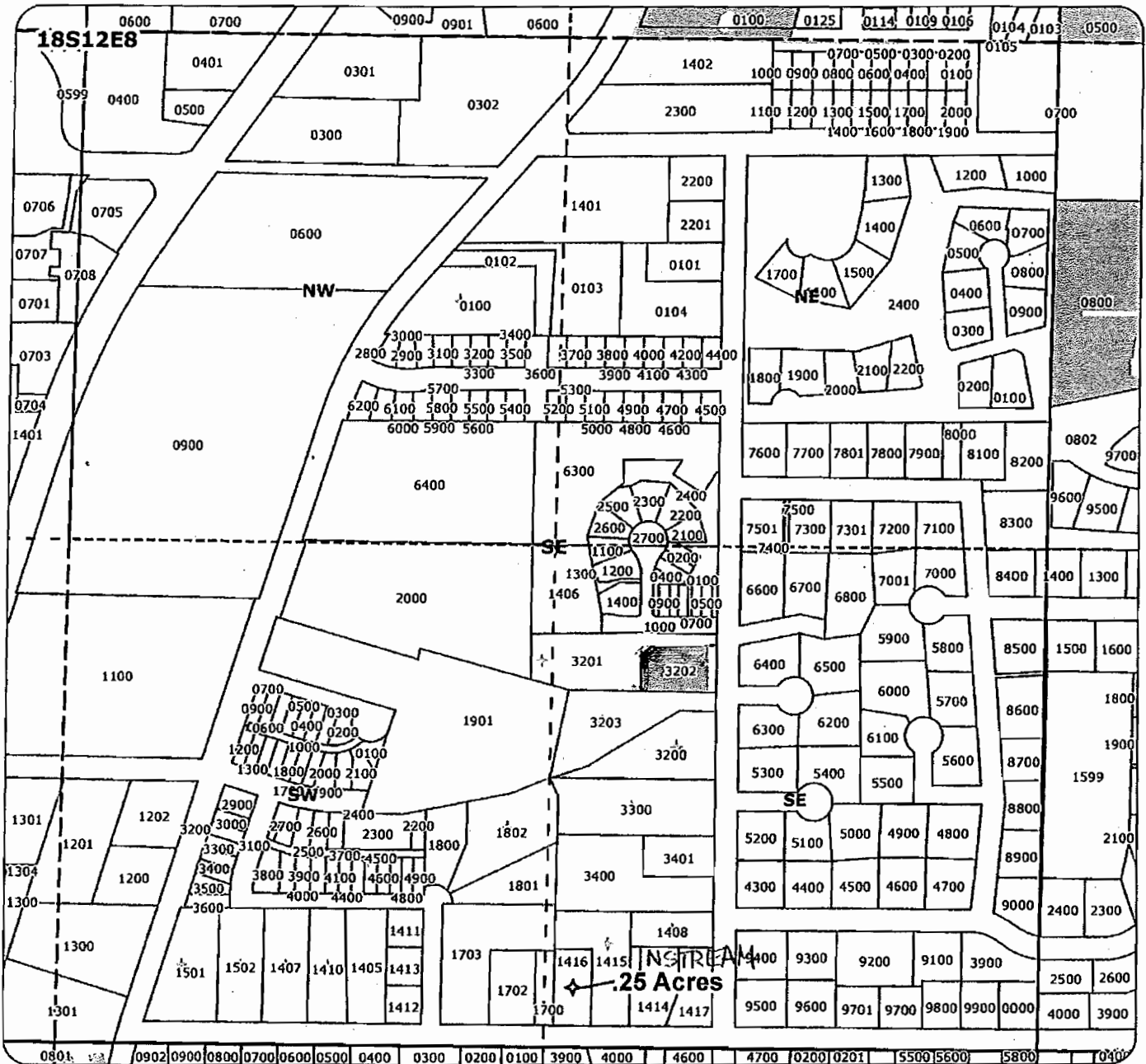
By _____

By _____

Beneficiary



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

2013 Arnold Irrigation District Instream Lease Map

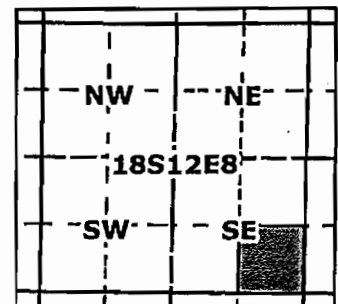


Application for 1-year Instream Lease

Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights

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

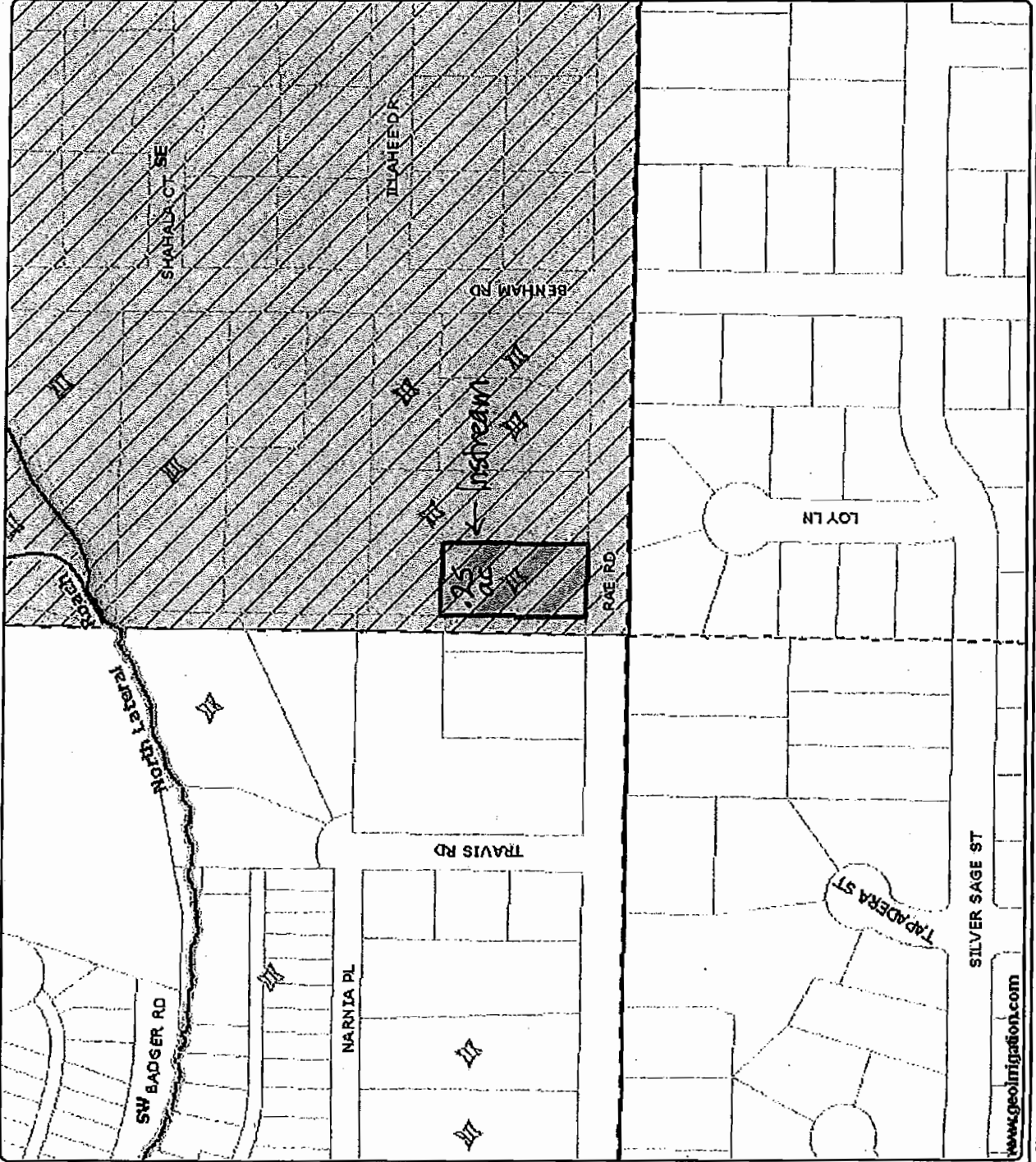


1 inch = 400 feet

Arnold Irrigation District

(AID) George Bradshaw -
181208D001416 - 0.25 ac

- District Boundary
- County Boundary
- Road labels
- Township Range
- Sections
- Section Labels
- Quarters
- Quarter Labels
- Quarter Quarters
- Quarter Quarter Labels
- Taxlots
- Canal All
- Canal Piped
- Canal Open
- DS
- M
- IR
- PM
- OM
- FOU District Primary Fill
- Rivers



Scale 1" = 200'
Created: 2/23/2012

www.geointegration.com

DISCLAIMER: This map is intended for display purposes only and is not intended for any legal representations. There are no warranties, expressed or implied, that accompany this product.

PENALTY

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

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2012-03258



\$58.00

02/01/2012 04:05:31 PM

D-D Cnt=1 Stn=1 BN
\$15.00 \$11.00 \$18.00 \$10.00 \$6.00

AFTER RECORDING RETURN TO: ORS 205.234(1)(c)
Juanita DeJamett
Arnold Irrigation District
19604 Buck Canyon Rd
Bend, OR 97702

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

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

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

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

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

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

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

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

PBMS

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2010-31232

\$53.00



08/10/2010 04:26:33 PM

D-D Cnt=1 Str=3 PG
\$10.00 \$11.00 \$16.00 \$10.00 \$6.00

BARGAIN AND SALE DEED

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

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

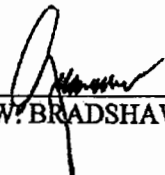
George W. Bradshaw, Grantor, conveys to ARNOLD IRRIGATION DISTRICT, Grantee, one quarter (0.25) acres of Arnold Irrigation District water rights that are appurtenant to the following described real property, to wit: Map 181208-NE ¼ SE ¼ Tax Lot 1416, Lot 4 of PATRIA ACRES, located in Deschutes County,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

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

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

DATED this 6th day of August, 2010.

Signed this 6th day of August, 2010.

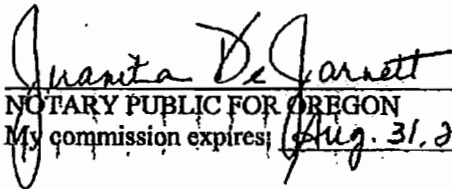


GEORGE W. BRADSHAW, Grantor

STATE OF OREGON, County of Deschutes) ss:

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





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

ACCEPTANCE

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

DATED this 9 day of Aug., 2010.

ARNOLD IRRIGATION DISTRICT

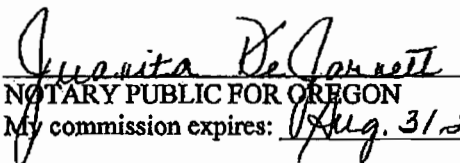
By: 

Shawn Gerdes, Manager

STATE OF OREGON, County of Deschutes) ss:

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





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



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

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

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

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

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLOW, COUNTY CLERK

2002-71505



\$36.00

12/19/2002 04:03:34 PM

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

STATUTORY WARRANTY DEED

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

Lot 4 of PATRIA ACRES, Deschutes County, Oregon.

This property is free from liens and encumbrances, EXCEPT:

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

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

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

Verne McCauley
Verne McCauley



APN: 168789

Statutory Warranty Deed
- continued

File No.: 7066-59397 (CW)
Date: 11/22/2002

STATE OF Oregon)
)ss.
County of Deschutes)

This instrument was acknowledged before me on this _____ day of _____, 20____
by as of, on behalf of the .

Notary Public for Oregon

My commission expires:

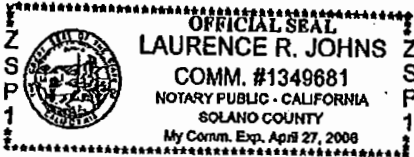
State of California }
County of Solano }

On 11/23/02 before me, Laurence R. Johns
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared VERNE A. McCAULEY
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Laurence R. Johns
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE OFFICER(S) _____ TITLE(S) _____
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)



Joan Smith

From: Gen Hubert <gen@deschutesriver.org>
Sent: Tuesday, April 02, 2013 12:04 PM
To: Joan Smith
Cc: 'Laura Wilke'; Jeremy Giffin; Arnold Irrigation District
Subject: RE: Arnold QCs lease part 3 of 4
Attachments: AID_QCsLease2013_3o4.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Joan,

...and part 3 of 4...

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.

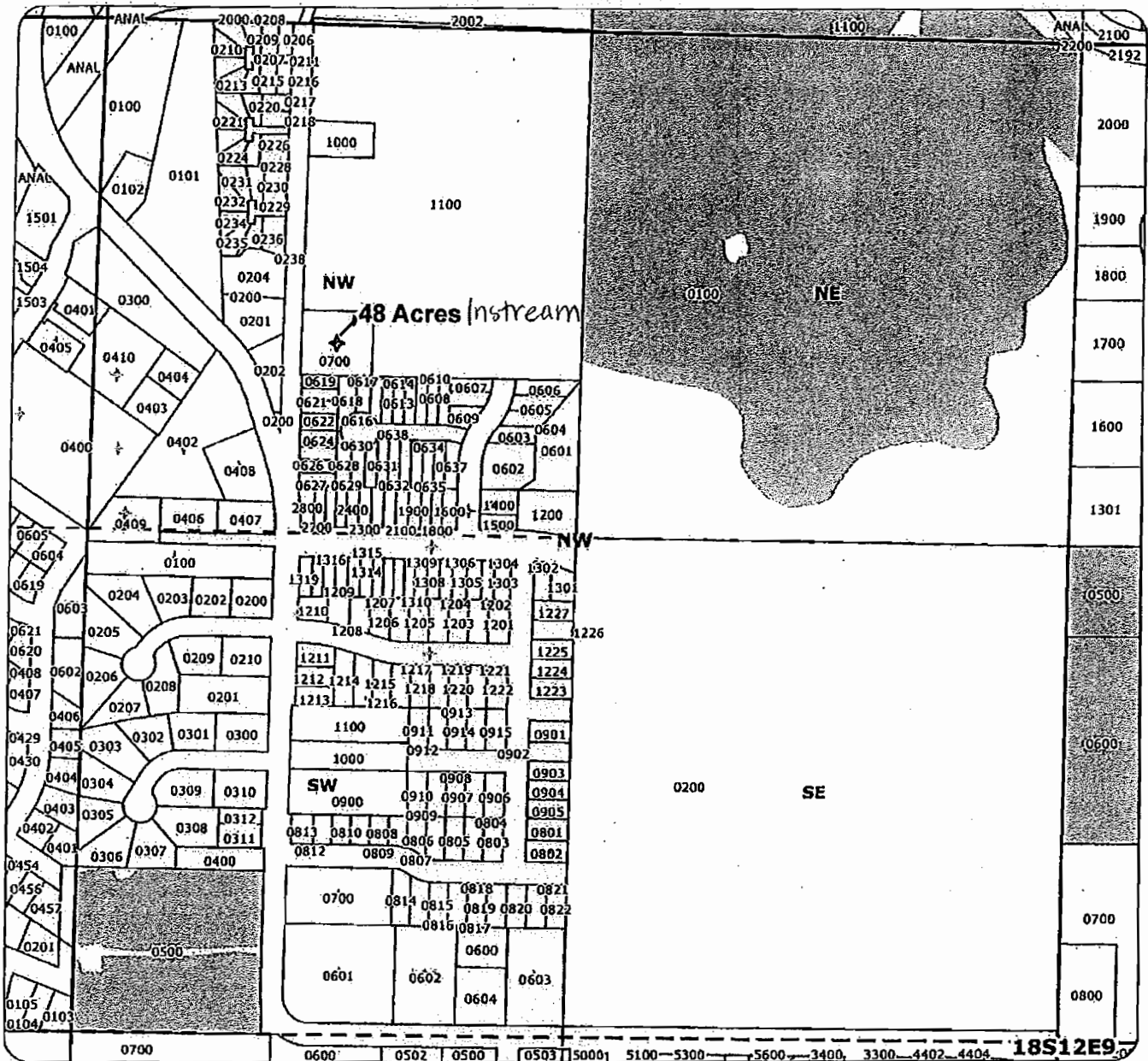
Thank You!

Gen



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

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

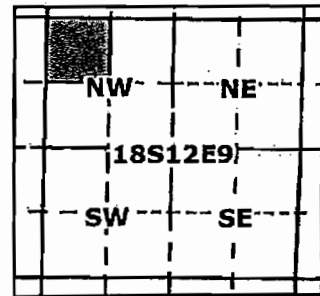
2013 Arnold Irrigation District Instream Lease Map



Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights

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



1 Inch = 400 feet



Geo-Spatial Solutions, Inc.
www.geospatialsolutions.com

Date Created: March 2012

District Internal
Notice # _____

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



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

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

2. APPLICANT
NAME: Central Oregon Investors, LLC
ADDRESS: 1750 SW Harbor Way, Suite 310 - Portland, OR 97201
ENCUMBRANCES: none

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

4. LOCATION OF USE
AUTHORIZED POINT OF DIVERSION _____

LOCATION OF AUTHORIZED PLACE OF USE

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

5. RECIPIENT
NAME: _____
ADDRESS: _____

6. LOCATION OF PROPOSED USE

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

7. EXHIBITS

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

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

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

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

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

DESCHUTES CO OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2008-30003



\$41.00

00623914200800300030030038

07/15/2008 04:01:48 PM

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

BARGAIN AND SALE DEED

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

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

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

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

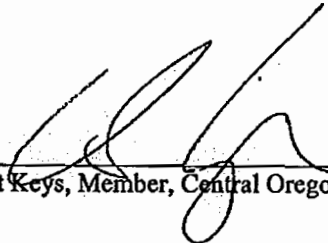
0.48 acres of Arnold Irrigation District water rights located upon the following described
real property, to-wit:

** 181209BB00700

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

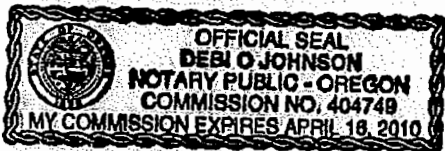
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF
ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS
INSTRUMENT DOES NOT ALLOW THE USE OF THE PROPERTY DESCRIBED IN THIS
INSTRUMENT IN VIOLATION OF APPLICABLE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


Signed this 19 day of June, 2008.


Brent Keys, Member, Central Oregon Investors, LLC

STATE OF OREGON, County of Deschutes) ss:

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





NOTARY PUBLIC FOR OREGON
My commission expires: 4/18/10

ACCEPTANCE

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

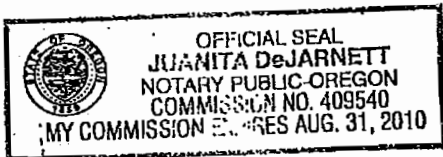
DATED this 1st day of July, 2008.

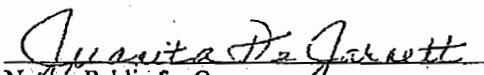
Arnold Irrigation District

By: 
Shawn Gerdes, District Manager

STATE OF OREGON, County of Deschutes) ss.

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




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

SECTION 9 TOWNSHIP 18 SOUTH RANGE 12 EAST
DESCHUTES COUNTY OREGON



2008 06 18 10 11 AM '08

EXHIBIT "A"

Parcel 7:

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

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

Record # 2008-02341

Dated 1-18-2008.

BT 87885 CD 66

THIS SPACE RESERVED FOR RECORDER'S USE



DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2008-02340



\$66.00

0050357020000023400040044

01/18/2008 09:32:48 AM

D-D Cntw1 Strw7 PG

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

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

4
N/A

Escrow No. BT087885CD
Title No. 087885
SWD

STATUTORY WARRANTY DEED

10038
11433
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 West Half of the Northwest Quarter (NW1/2NW1/4) of Section Nine (9), Township Eighteen (18) South, Range Twelve (12), East of the Willamette Meridian; thence South along the East line of said NW1/2NW1/4 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., D.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 SW1/4SW1/4 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 (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;

After recording, return to
AmeriTitle
1000 AVENUE, BEND

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 (NW1/4NW1/4) of Section Nine (9), Township Eighteen (18) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon; thence South on the East line of said NW1/4NW1/4 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:

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 beginning.

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 (NW1/4NW1/4) of Section Nine (9), Township Eighteen (18) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon, described as follows: Beginning at an iron 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 Willamette 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°58'35" 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, Range Twelve (12), East 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 Westeryly 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 Westeryly 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 BEHALF 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 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.

Dated this 17 day of January, 2008

Kaye Franklin
KAYE FRANKLIN

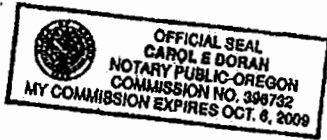
Regina P. Franklin
REGINA P. FRANKLIN

State of Oregon
County of DESCHUTES

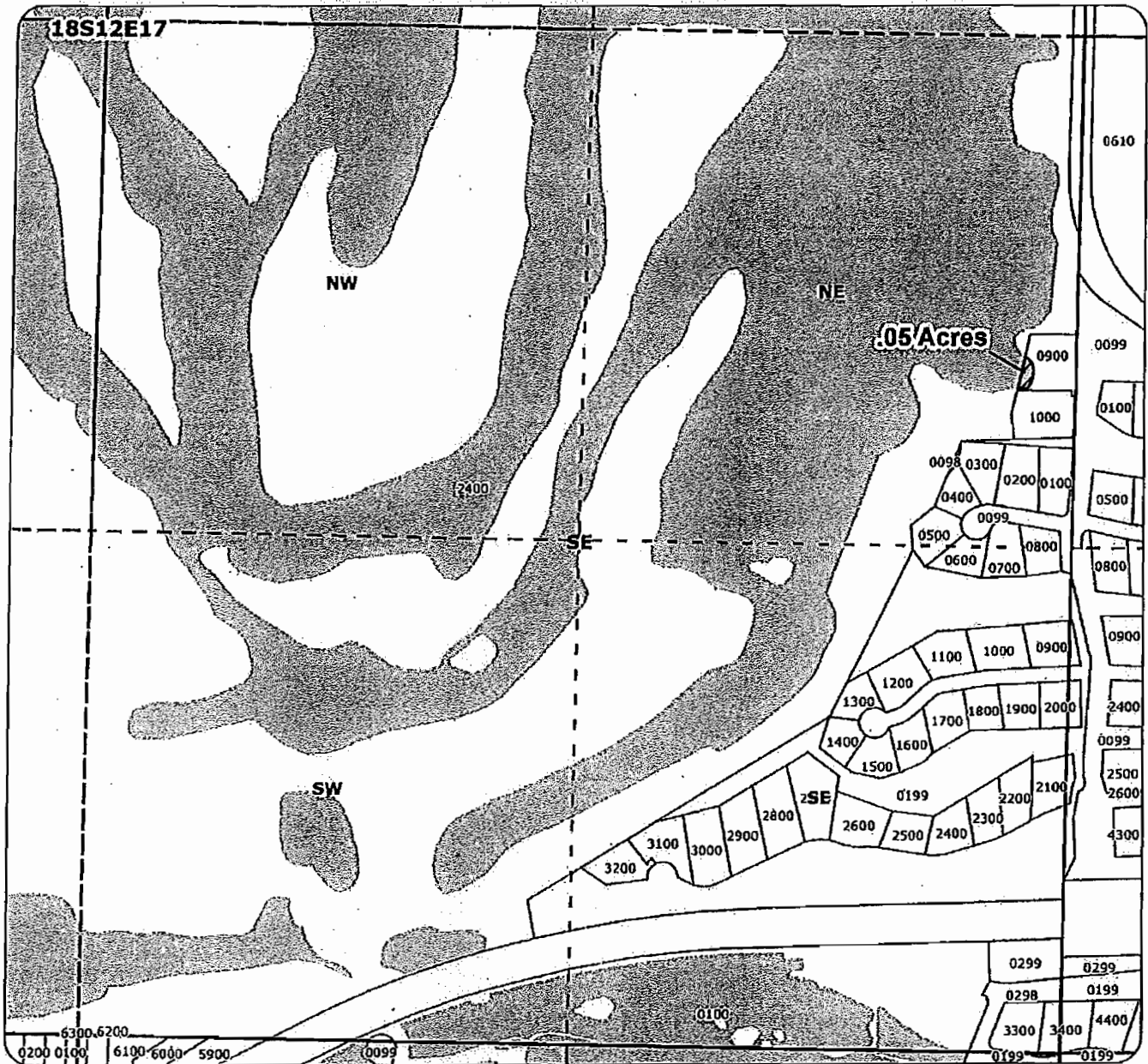
This instrument was acknowledged before me on January 17, 2008 by KAYE FRANKLIN, REGINA P. FRANKLIN and.

Carol E. Doran
(Notary Public for Oregon)



My commission expires 10-6-2009



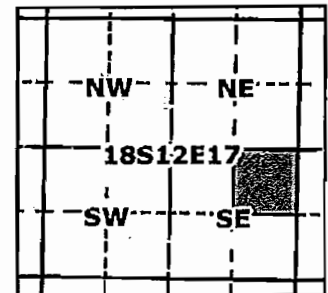
2013 Arnold Irrigation District Instream Lease Map



Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights

For;
 Arnold Irrigation District
 Taxlot 900* - .05 Acres
 0 Acres Remaining on Taxlot 900
 in 18S12E17NESE
 Total Lease of .05 Acres
 prev. taxlot 2400



1 inch = 400 feet

District Internal
Notice # _____

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



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

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

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

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

4. LOCATION OF USE
AUTHORIZED POINT OF DIVERSION _____

LOCATION OF AUTHORIZED PLACE OF USE

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

5. RECIPIENT
NAME _____
ADDRESS _____

6. LOCATION OF PROPOSED USE

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

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

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

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

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

APPLICANT: _____ Date 10/31/06
Name [Signature]
RECIPIENT: _____ Date 10/31/06
Name [Signature]
FOR DISTRICT: _____ Date _____
Name _____

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2008-22055



\$46.00

00615058200800220550040047

05/20/2008 04:19:40 PM

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

BARGAIN AND SALE DEED

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

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

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

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

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

** 181217DA00900

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

DATED this 26th day of November, 2007.

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

By: Mary Schell, President
Mary Schell, President

STATE OF OREGON

County of Deschutes) ss:

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



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

ACCEPTANCE

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

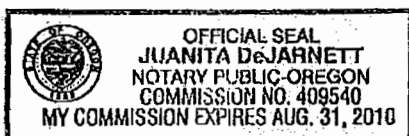
DATED this 8th day of May, 2008.

Arnold Irrigation District

By: Shawn Gerdes
Shawn Gerdes, District Manager

STATE OF OREGON, County of Deschutes) ss.

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



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

"Exhibit A"

Parcel 1

A parcel of land containing 0.47 acres, more or less, being located in the Northeast One-Quarter of the Southeast One-Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) 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.

THIS SPACE RESERVED FOR RECORDER'S USE



DESCHUTES COUNTY OFFICIAL RECORDS
 HISSBY BLAGHERSHIP, COUNTY CLERK

2007-44224



\$36.00

09/13/2007 09:47:03 AM

D-D Cntel 31ms23 CLERK
 \$30.00 \$11.00 \$10.00 \$5.00

After recording return to:
 BEND GOLF CLUB, AN OREGON
 CORPORATION
 NO CHANGE

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

BEND GOLF CLUB, AN OREGON
 CORPORATION
 NO CHANGE

STATUTORY WARRANTY DEED

BEND GOLF CLUB, AN OREGON CORPORATION and, Grantor(s) hereby convey and warrant to BEND GOLF CLUB, AN OREGON CORPORATION, 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:

PARCELS ONE (1) AND TWO (2) OF PARTITION PLAT NO. 2007-39, DESCHUTES COUNTY, OREGON

SUBJECT TO ALL PROVISIONS OF THE CC&RS FOR TIMBER RIDGE AS REVISED JULY, 2001 AND RECORDED NOVEMBER 13, 2001 IN THE OFFICIAL RECORDS OF DESCHUTES COUNTY AT 2001-55717, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO USE COMMON AREAS INCLUDING THE ENTRY ROAD, THE OBLIGATION TO PAY ASSESSMENTS, ARCHITECTURAL CONTROL PROVISIONS AND ANY RULES AND REGULATIONS ADOPTED PURSUANT TO ARTICLE 7 AS WELL AS ANY FUTURE AMENDMENTS OF THE CC&RS. THIS RESTRICTION SHALL RUN WITH THE LAND AND BE BINDING UPON THE HEIRS, SUCCESSORS AND ASSIGNS OF THE GRANTEE.

TOGETHER WITH TERMS OF ATTACHED AGREEMENT BETWEEN 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 of this deed and those shown below, if any:
 2607-2042 Real Property Taxes: a lien not yet due and payable

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

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING THE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.152. 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 THE 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 ORS 197.152.

Dated this 8th day of August, 2007.

BY: Robert Claman
 BEND GOLF CLUB, AN OREGON CORPORATION

Robert Blubaker

State of Oregon
 County of DESCHUTES

After recording, return to:
 AmeriTitle
 18 OREGON AVENUE, SEASIDE

Page 2 - Statutory Warranty Deed - Signature/Notary Page
Escrow No. 5B01A1E

This instrument was acknowledged before me on December 5th, 2007 by BIEND GOLF CLUB, AN OREGON

CORPORATION BY Robert Oberer and Robert Crutcher

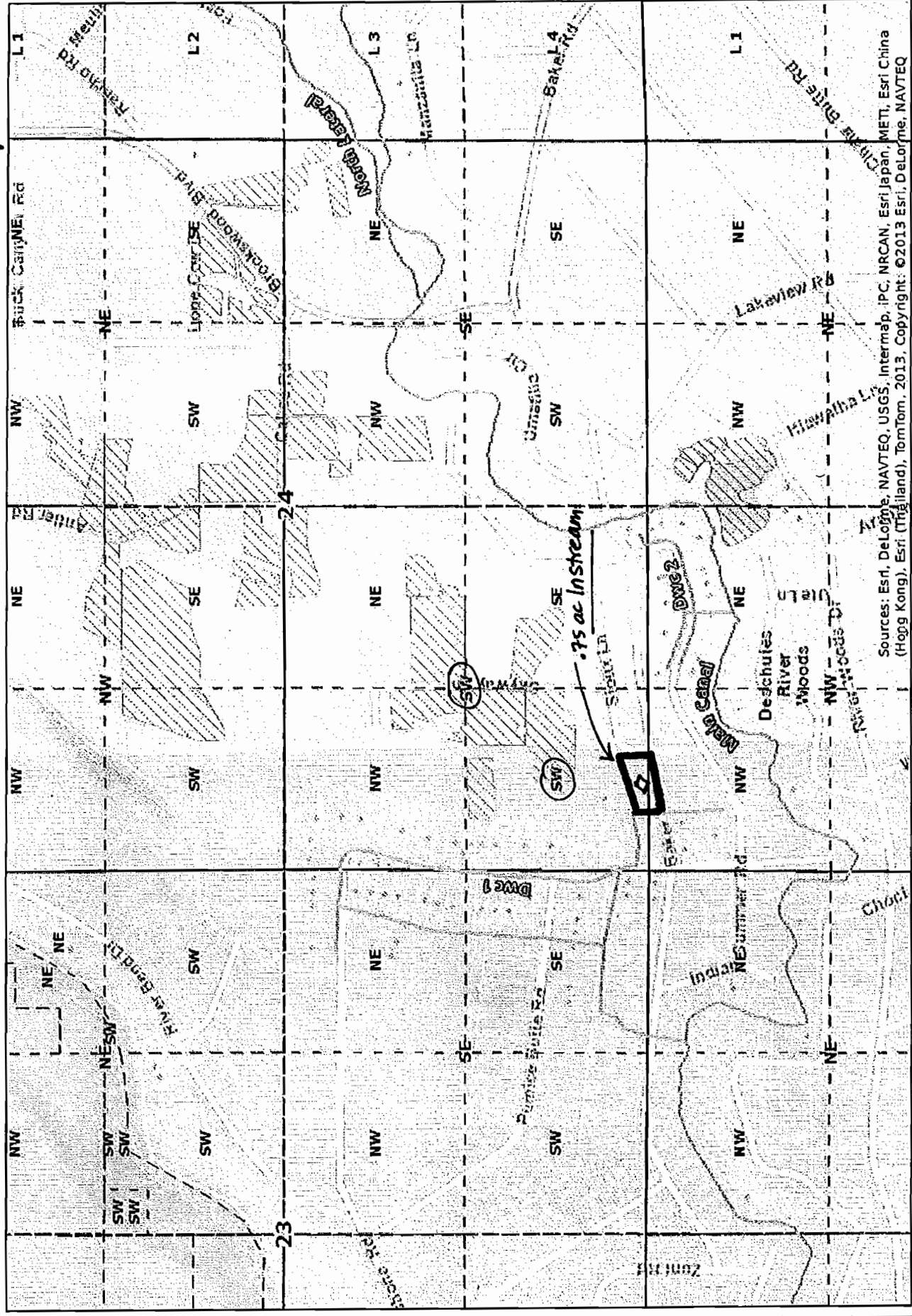
AS Deeds

Karen Goodman
(Notary Public for Oregon)

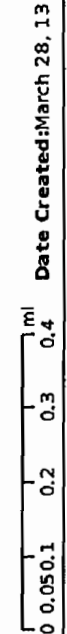
My commission expires 3-13-11



AID-Westoby-181125-SWSW-2800-0.75 ac



Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2013. Copyright: ©2013 Esri, DeLorme, NAVTEQ



BARGAIN AND SALE DEED

After Recording Return to:
Juanita DeJarnett
Arnold Irrigation District
18604 Buck Canyon Rd
Bend, OR 97702

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2013-11770



\$88.00

03/21/2013 03:12:55 PM

Unless a change is requested,
All tax statements shall be sent to:
David and Barbara Westoby
19244 Baker Rd
Bend, OR 97702

D-D Cnt=1 Str=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

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."

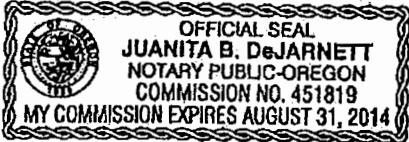
(4) An action may not be maintained against the county recording officer for recording an instrument that does not contain the statement required in subsection (1) or (2) of this section.

(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]

DATED this 12th day of March, 2013.

Signed this 12th day of March, 2013.



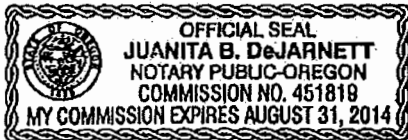
David Westoby, Grantor

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: Aug. 31, 2014

Signed this 12th day of March, 2013.



Barbara Westoby, Grantor

STATE OF OREGON)
) ss:
County of Deschutes)

SIGNED before me on the 12th day of March, 2013, by Barbara Westoby, Grantor.

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

ACCEPTANCE

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

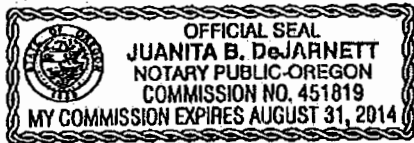
DATED this 12th day of March, 2013.

ARNOLD IRRIGATION DISTRICT

By: Shawn Gerdes
Shawn Gerdes, Manager

STATE OF OREGON)
) ss:
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 this 12th day of March, 2013.



Juanita B. DeJarnett
NOTARY PUBLIC FOR OREGON
My commission expires: Aug. 31, 2014.

Exhibit "A"

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

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That BENEFICIAL OREGON INC. d/b/a BENEFICIAL MORTGAGE CO. hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto DAVID WESTOBY AND BARBARA WESTOBY, HUSBAND AND WIFE hereinafter called grantees, and unto grantees' heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of DESCHUTES ... State of Oregon, described as follows, to-wit:

LOT 1 IN BLOCK QQ OF DESCHUTES RIVER WOODS, DESCHUTES COUNTY, OREGON.

TAX ACCOUNT NO. 1-003 18 11 24 C0 02800

**IN FULLFILLMENT OF REAL ESTATE CONTRACT DATED OCTOBER 11, 1991, RECORDED OCTOBER 14, 1991 IN BOOK 247 PAGES 0796 AND 0798

1-27-97 140 R 1730

To Have and to Hold the same unto the said grantees and grantees' heirs, successors and assigns forever. And the grantor hereby covenants to and with the said grantees and grantees' heirs, successors and assigns that said real property is free from encumbrances created or suffered thereon by grantor and that grantor will warrant 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 \$ ** However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols @, if not applicable, 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 changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument on July 25, 1996; if a 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 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.

BENEFICIAL OREGON INC.
Lorenz Haug, Vice President
John A. Luttringer, Vice President

STATE OF OREGON, County of ... ss.
This instrument was acknowledged before me on ... 19...
by ...
This instrument was acknowledged before me on ... 19...
by ...
as ...
of ...

Notary Public for Oregon

My commission expires

BENEFICIAL OREGON INC.
818 NW WALL STREET
BEND, OREGON 97701
GRANTOR'S NAME AND ADDRESS

DAVID WESTOBY AND BARBARA WESTOBY
19244 BAKER ROAD
BEND, OREGON 97702
GRANTEES' NAME AND ADDRESS

After recording return to:
DAVID WESTOBY
19244 BAKER ROAD
BEND, OREGON 97702
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address:
DAVID WESTOBY
19244 BAKER ROAD
BEND, OREGON 97702
NAME, ADDRESS, ZIP
COUNTY OF DESCHUTES

STATE OF OREGON, ss.

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

96 AUG -2 PM 4: 04
MARY SUE PENHOLLOW
COUNTY CLERK

DEPUTY
96-28537
FEE 40-
DISCHUTES COUNTY OFFICIAL RECORDS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

418 - 1399

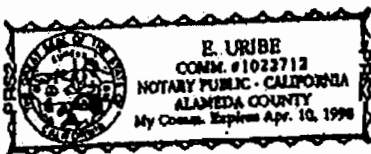
State of California

County of Alameda

On 8/1/96 before me, E. Uribe, Notary Public
Date Name and Title of Officer (e.g., 'Jane Doe, Notary Public')

personally appeared LeRoy M. Haug and Jean A. Luttringer
Name(s) of Signer(s)

personally known to me -- OR -- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

E. Uribe

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Special Warranty Deed

Document Date: July 25, 1996 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: LeRoy M. Haug

- Individual
- Corporate Officer
Title(s): Vice President
- Partner -- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing:

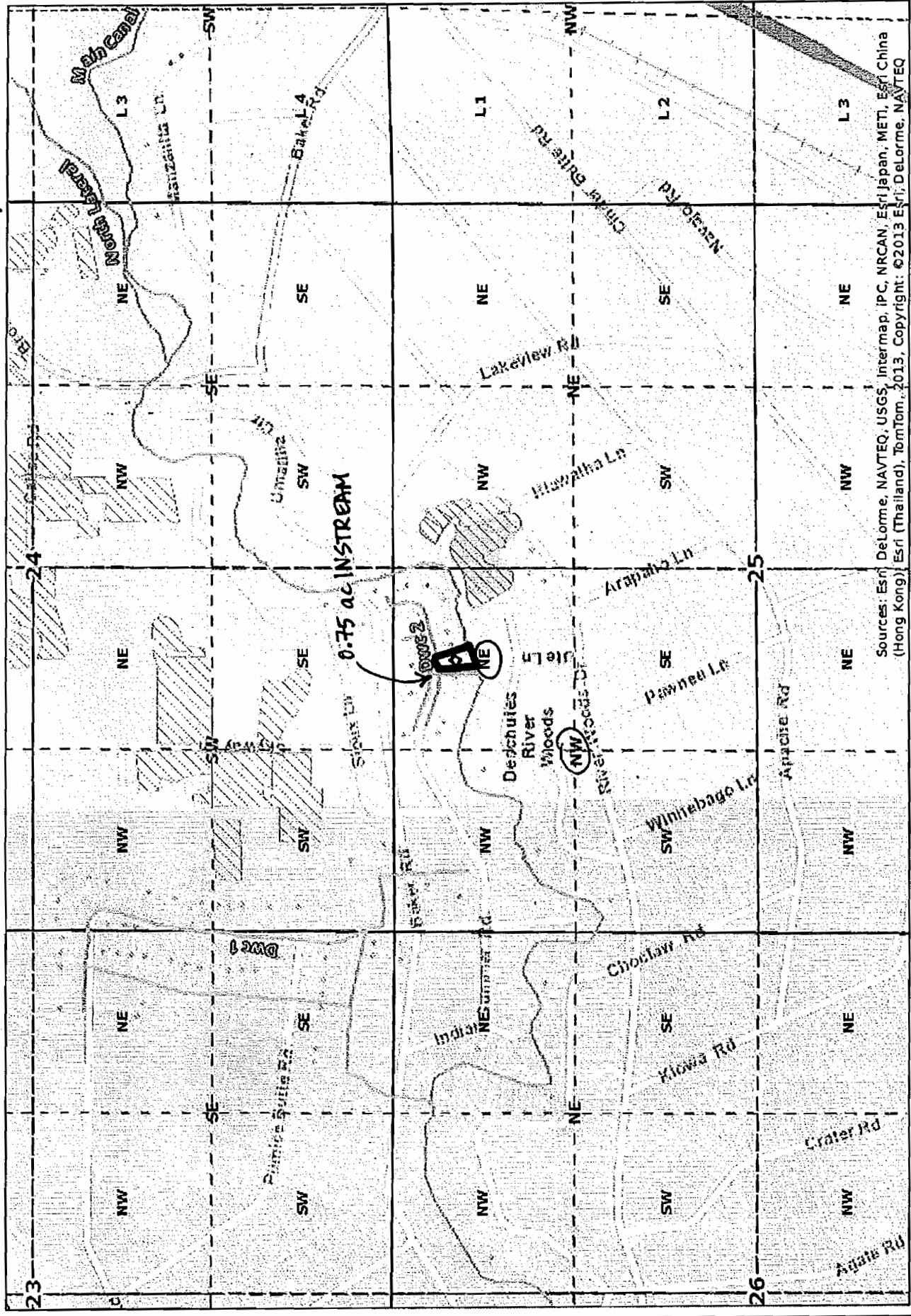
Signer's Name: Jean A. Luttringer

- Individual
- Corporate Officer
Title(s): Vice President
- Partner -- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

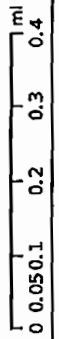
RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing:

AID-Lasher-181125-NENW-1600-0.75 ac



Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, IPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2013, Copyright: ©2013 Esri, DeLorme, NAVTEQ



-53 7061-1473435 CS

After recording return to:
First American Title
395 SW Blvd Drive, Suite 100
Bend, OR 97702

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2009-46560



\$33.00

11/02/2009 03:44:56 PM

D-D Cntwl Strwl 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

7

Escrow Number: R09-00618A-P8

Special Warranty Deed

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

David Lasher and ~~KATHY T LASHER~~, 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 Kself 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 lawfully 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.

Dated 9-22-09

Citifinancial, Inc.

By: *[Signature]*
Olympus Asset Management, Inc., as Attorney in Fact

Mason Legendre



STATE OF Maine)
County of Cumberland

ACKNOWLEDGMENT - Attorney in Fact -

SS. Corporate

On this 22 day of September, 2009, before me, the undersigned, a Notary Public in and for the State of Maine, duly commissioned and sworn, personally appeared Mason Legendre, to me known to be the Vice President of Olympus Asset Management, Inc., Attorney in Fact for Citizensal, Inc., and acknowledged that he/she signed the same in his/her capacity as Vice President of Olympus 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 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.

Jennifer Merrill

Notary Public in and for the State of Maine
Residing at _____

My appointment expires JENNIFER MERRILL
Notary Public, Maine
My Commission Expires
September 11, 2015

Property Address: 19345 Indian Summer Road, Bend OR 97702



PBMO

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2012-42821



\$63.00

10/25/2012 03:28:34 PM

D-P Cnt=1 Sln=7 PG
\$20.00 \$11.00 \$15.00 \$10.00 \$8.00

BARGAIN AND SALE DEED

After Recording Return to:

Juanita DeJarnett
Arnold Irrigation District
19604 Buck Canyon Rd
Bend, OR 97702

4

Unless a change is requested,
All statements shall be sent to:

No change

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:

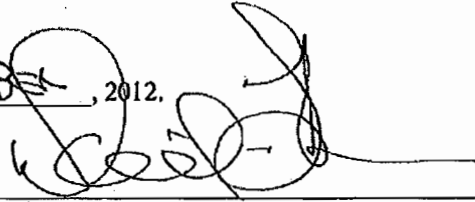
A total of three-quarter (0.75) acres of Arnold Irrigation District water rights that are appurtenant to the following described real property located in Deschutes County, Oregon, to wit:

** 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.

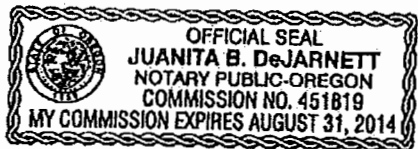
Page 1 of 4 - BARGAIN & SALE DEED
Lasher to AID BSD.doc

Signed this 13 day of September, 2012.


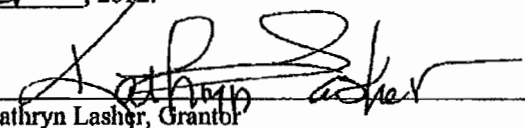
David Lasher, Grantor

STATE OF OREGON, County of Deschutes) ss:

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



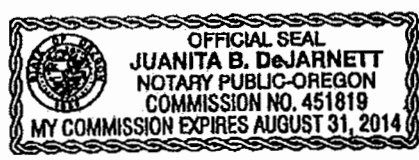
Juanita B. DeJarnett
NOTARY PUBLIC FOR OREGON
My commission expires: Aug. 31, 2014

Signed this 13th day of September, 2012.


Kathryn Lasher, Grantor

STATE OF OREGON, County of Deschutes) ss:

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



Juanita B. DeJarnett
NOTARY PUBLIC FOR OREGON
My commission expires: Aug. 31, 2014

ACCEPTANCE

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

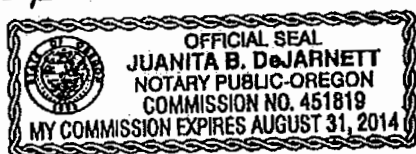
DATED this 14th day of September, 2012.

ARNOLD IRRIGATION DISTRICT

By: Shawn Gerdes
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 14th day of September, 2012.

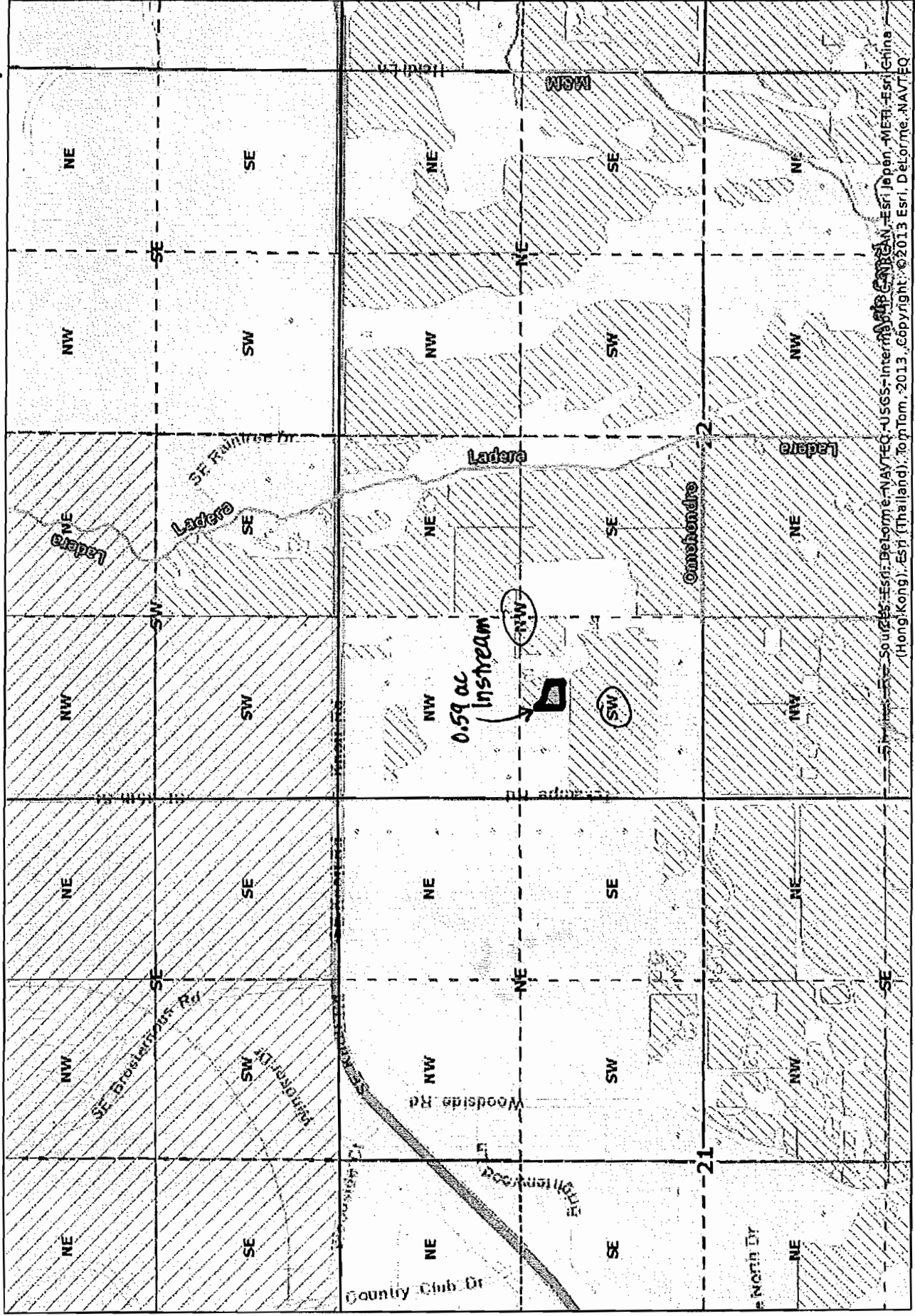


Juanita B. DeJarnett
NOTARY PUBLIC FOR OREGON
My commission expires: Aug. 31, 2014

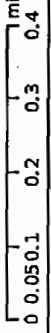
Exhibit "A"

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

AID-Mombert-181222-SWNW-1200-0.59 ac



Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, Inc., Swisstopo, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2013, Copyright © 2013 Esri, DeLorme, NAVTEQ



Date Created: March 28, 13

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**
D-D
05/31/2012 12:32:26 PM
Stn=1 PG
\$15.00 \$11.00 \$10.00 \$16.00 \$6.00 \$78.00
\$20.00
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 1:

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

Section Twenty-two (22): The Northwest Quarter (NW1/4) 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:

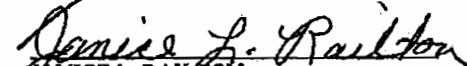
110403	18 12 22 00 01200
249084	18 12 22 00 01200
110404	18 12 22 00 01100

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.

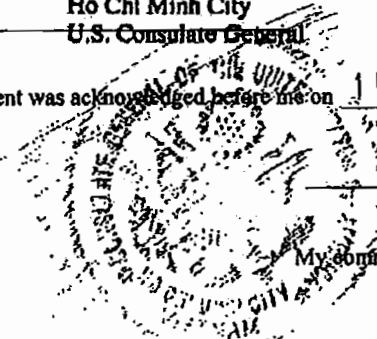
Dated this 10 day of MAY, 2012.



DOUGLAS E. RAILTON


JANICE L. RAILTON

State of Socialist Republic of Vietnam
County of Ho Chi Minh City
U.S. Consulate General

This instrument was acknowledged before me on 10 MAY 2012, 2012 by DOUGLAS E. RAILTON.




(Notary Public)

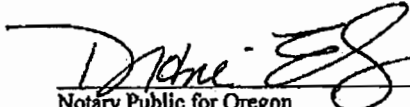
My commission expires _____

DAVID J. SHAO
Consul
U.S. Consulate General
Ho Chi Minh City, Vietnam

State of Oregon
County of DBSCHUTES _____

On this 30TH day of MAY, 2012, personally appeared before me the above named
JANICE L. RAILTON _____, and acknowledged the foregoing
instrument to be his/her/their voluntary act and deed.

WITNESS My hand and official seal.



Notary Public for Oregon
My Commission expires: 8/21/14



PBMS

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

3
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:

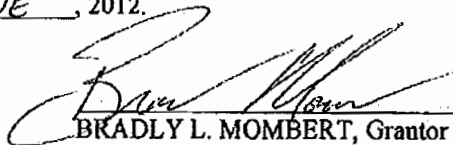
** 1812220001200

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 18th day of JUNE, 2012.


BRADLY L. MOMBERT, Grantor

STATE OF OREGON, County of Deschutes) ss:

SIGNED before me on the 18th 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.

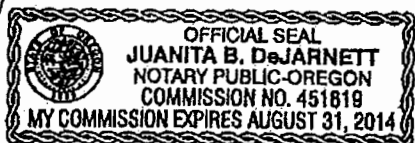
DATED this 29th day of June, 2012.

ARNOLD IRRIGATION DISTRICT

By: 
Shawn Gerdes, Manager

STATE OF OREGON, County of Deschutes) ss:

Before me, a Notary Public, personally appeared Shawn Gerdes, the above named Manager, and acknowledged the foregoing instrument on behalf of Arnold Irrigation District, before this 29th day of June, 2012.



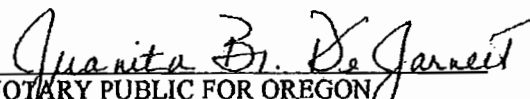

NOTARY PUBLIC FOR OREGON
My commission expires: Aug. 31, 2014

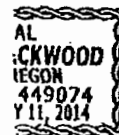


Exhibit "A"

PARCEL 2:

That portion of the Northwest Quarter (NW ¼) 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

From: 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.

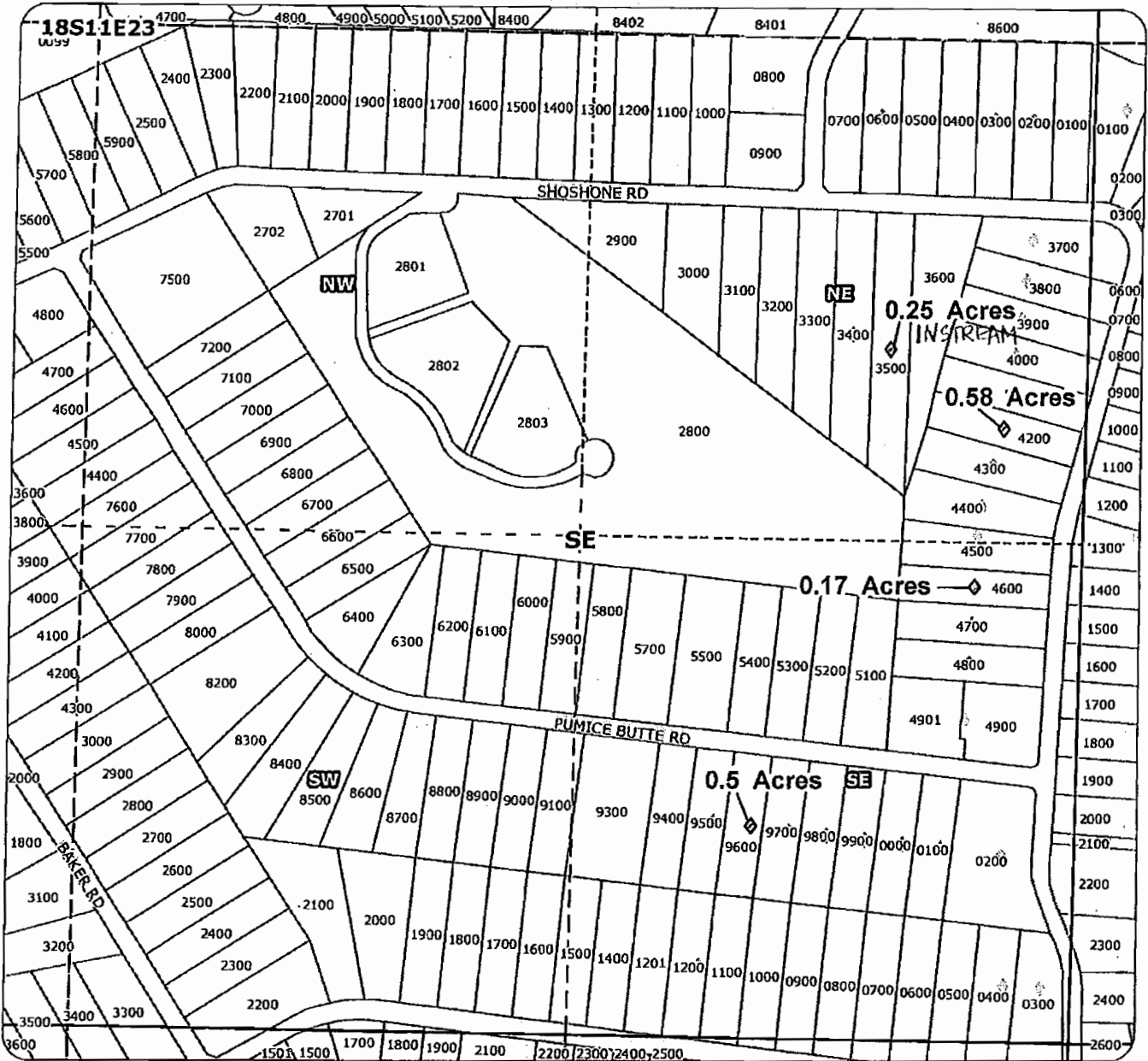
The attachments are part 1 of 4.

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



Application for 1-year Instream Lease Primary: Certificate 74197

For:

Arnold Irrigation District

* Taxlot 3500 - 0.25 acres Instream

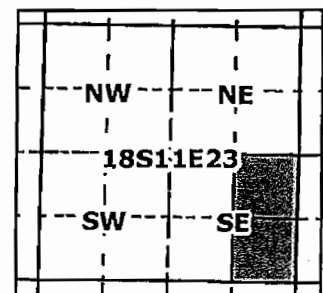
Taxlot 4200 - 0.58 acres
in 18S11E23NESE



Taxlot 4600 - 0.17 acres

Taxlot 9600 - 0.5 acres
in 18S11E23SESE

Total Lease of 1.5 Acres

Date Created: May 2008



-  Proposed Lease of Irrigation Rights
-  Water Rights



Geo-Spatial Solutions, Inc.
www.geospatialsolutions.com



1 Inch equals 400 feet

OK

BARGAIN AND SALE DEED

179 - 0106



KNOW ALL MEN BY THESE PRESENTS, That Debra J. Martin, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto Michael L. Martin, hereinafter called grantees, and unto grantees's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Deschutes, State of Oregon, described as follows, to-wit:

Lot 16, Block SS, Deschutes River Woods, Deschutes County, Oregon

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantees and grantees's heirs, successors and assigns, as a settlement
 The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ agreement
 However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (Indicate which) (The sentence between the symbols @, if not applicable, 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 changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this day of , 19 ;
 if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

Debra J. Martin
 Debra J. Martin

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.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

(ORS 194.570)

STATE OF OREGON, County of Douglas ss.
 The foregoing instrument was acknowledged before me this 7th day of February, 1989, by Debra J. Martin

STATE OF OREGON, County of ss.
 The foregoing instrument was acknowledged before me this , 19 , by , president, and by , secretary of corporation, on behalf of the corporation.

David M. Laughlin
 Notary Public for Oregon
 My commission expires: 2/05/93

Notary Public for Oregon (SEAL)
 My commission expires: (If executed by a corporation, affix corporate seal)

Debra J. Martin
 P.O. Box 1676
 Winston, OR 97496
 GRANTOR'S NAME AND ADDRESS

Michael L. Martin
 19161 Shoshone
 Bend, OR 97702
 GRANTEE'S NAME AND ADDRESS

After recording return to:
 NAME, ADDRESS, ZIP

Unless a change is requested all tax statements shall be sent to the following address:
 Michael L. Martin
 19161 Shoshone
 Bend, OR 97702
 NAME, ADDRESS, ZIP

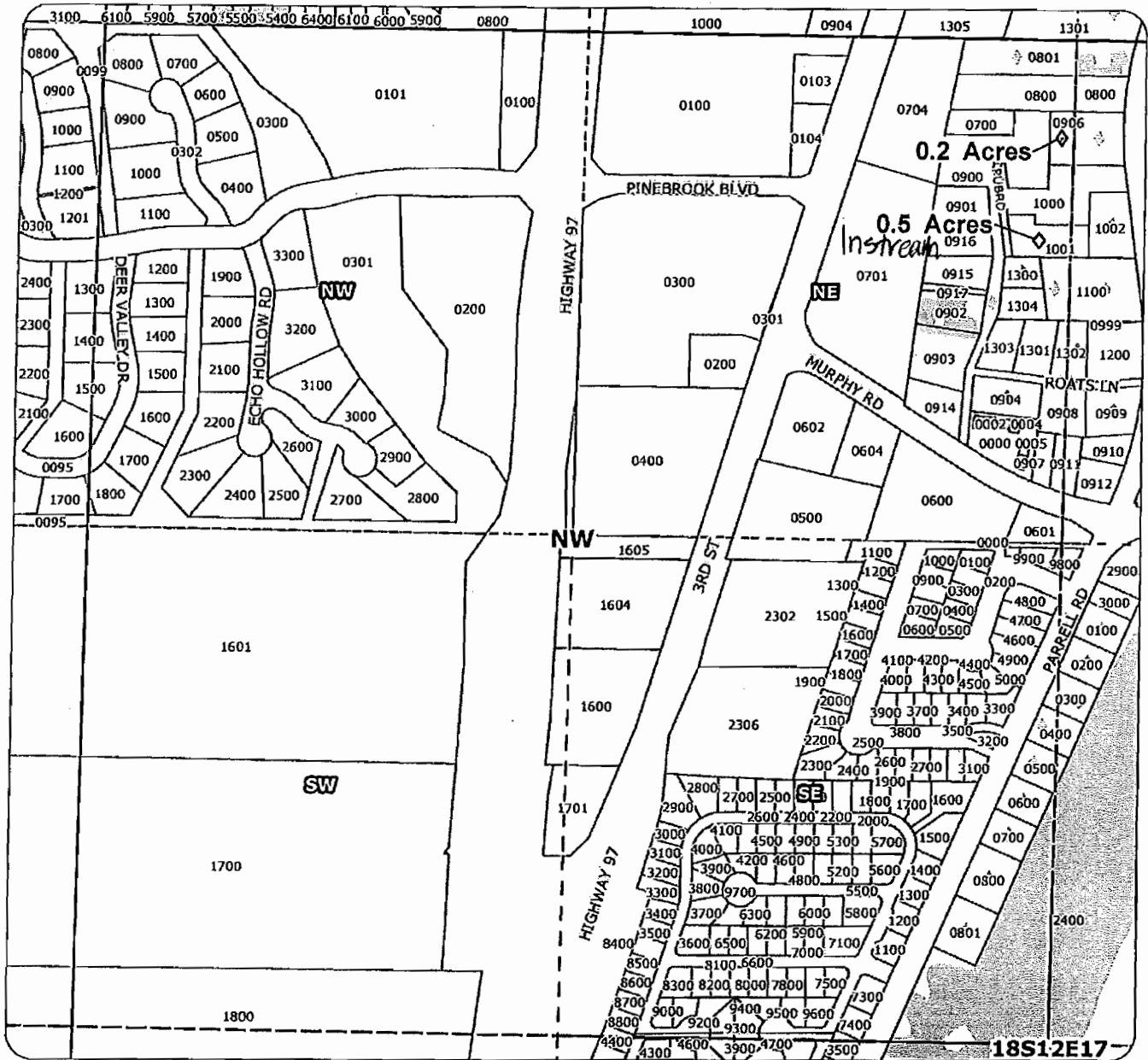
STATE OF OREGON) ss.
 COUNTY OF DESCHUTES)

L. MARY SUE PENHOLLOW, COUNTY CLERK AND RECORDER OF COUNTIES, IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECORDED THIS DATE:



89 FEB 17 PM 2:19
 MARY SUE PENHOLLOW
 COUNTY CLERK

BY: D. Penhollow DEPUTY
 NO. 89-03565 FE 10
 DESCHUTES COUNTY OFFICIAL RECORDS

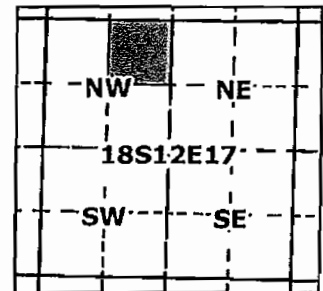
2013 Arnold Irrigation District Instream Lease Map



Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights

For:
 Arnold Irrigation District
 Taxlot 906 - 0.2 Acres
 ✱ Taxlot 1001 - 0.5 Acres Instream
 in 18S12E17NENW
 Total Lease of 0.7 Acres



Geo-Spatial Solutions, Inc.
www.geospatialolutions.com

Date Created: May 2008

 N
 1 inch equals 400 feet

77794 9 -

WARRANTY DEED - STATUTORY FORM
INDIVIDUAL GRANTOR

0106 0843

DANIEL K. FOUTS and JOYCE E. FOUTS, husband and wife Grantor,
conveys and warrants to FRANK STORCH and JAMES HOGUE, not as tenants in common
but with the right of survivorship Grantee, the following described real property free of encumbrances
except as specifically set forth herein situated in Deschutes County, Oregon, to-wit:

See Attached Legal Description marked Exhibit "A" and by this reference incorporated
TOGETHER WITH 1/4 acre irrigation water through Arnold Irrigation District,

IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE
The said property is free from encumbrances except those of record

The true consideration for this conveyance is \$6,000.00 (Here comply with the requirements of ORS 93.030)

Dated this 27 day of September, 1985.

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.

STATE OF OREGON, County of Deschutes) ss.
This instrument was acknowledged before me on September 27, 1985
by Daniel K. Fouts and Joyce E. Fouts

Notary Public for Oregon
My commission expires 2-1-89

<p style="text-align: center;">WARRANTY DEED</p> <p>GRANTOR Storch and Hogue</p> <p>GRANTEE James Hogue, et al 22889 Alfalfa Rd. Bend, OR 97701</p> <p>GRANTEE'S ADDRESS, ZIP Name Address, ZIP Until a change is requested, all tax statements shall be sent to the following address: Grantee, at above address</p> <p style="text-align: center;"><small>NAME ADDRESS, ZIP</small></p>	<p style="text-align: center;">STATE OF OREGON,</p> <p>County of _____ } ss.</p> <p>I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/real/volume No. _____ on page _____ or as fee/file/instrument/microfilm/recor tion No. _____ Record of Deeds of said county.</p> <p>Witness my hand and seal of County afixated.</p> <p style="text-align: right;">NAME TITLE By _____ Deputy</p>
--	---

EXHIBIT "A"

0106 0843

DESCRIPTION SHEET

Commencing at the intersection of the North line 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, 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 NW1/4 NE1/4, a distance of 126.86 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 feet; thence South 25.04 feet; thence South 89°54'39" East, 145.42 feet; thence South 86.00 feet to the point of beginning. EXCEPTING THEREFROM 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

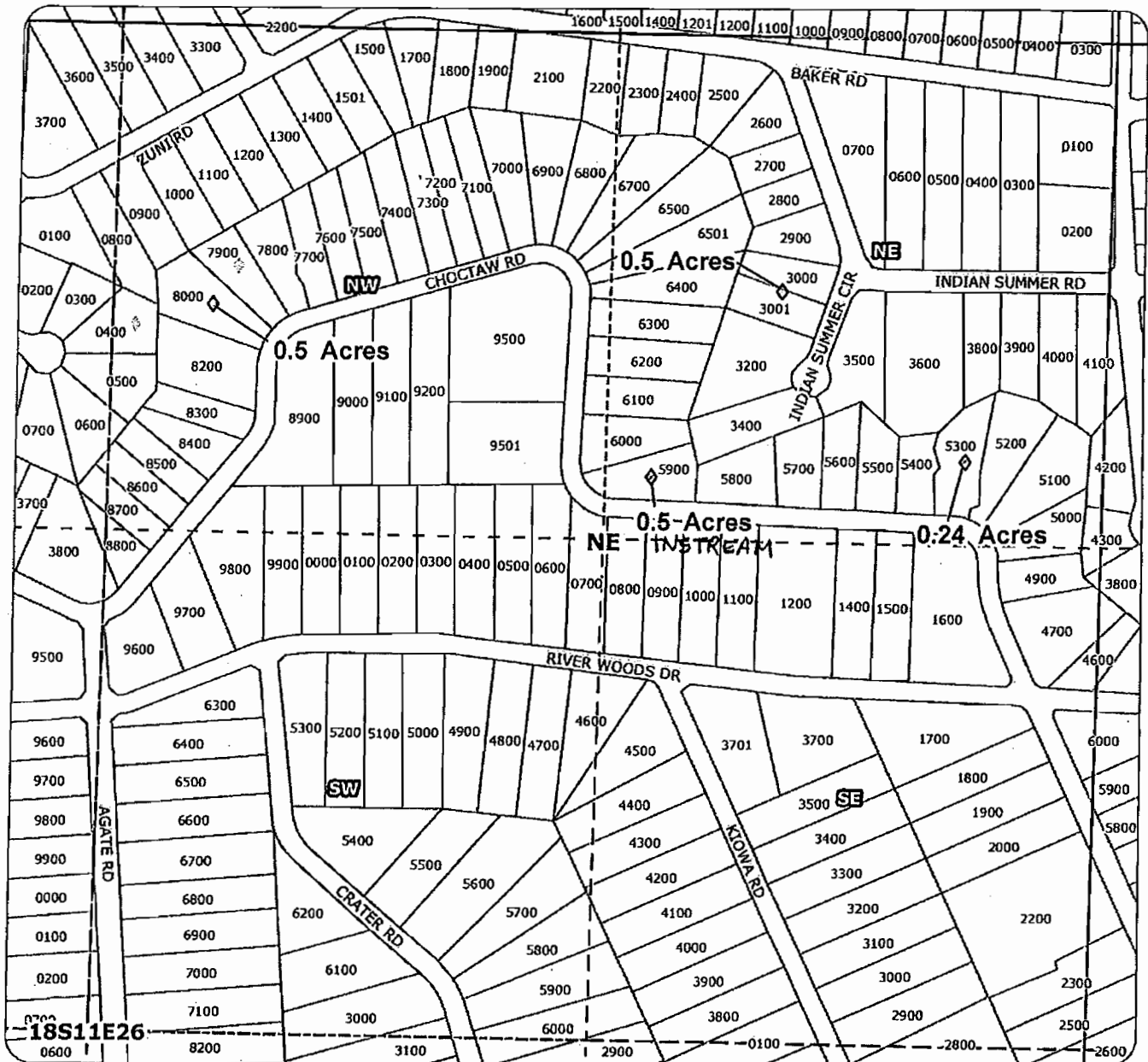
STATE OF OREGON)
 COUNTY OF DESCHUTES) SS.

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

JUN 10 11 13 AM '04
 MARY SUE PENNELL
 COUNTY CLERK

BY: Mary Sue Pennell DEPUTY
 NO. 85-22576 PRE 9
 DESCHUTES COUNTY OFFICIAL RECORDS

2013 Arnold Irrigation District Instream Lease Map



Application for 1-year Instream Lease Primary: Certificate 74197

For:

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 1.74 Acres

Date Created: May 2008

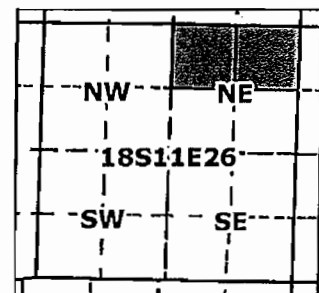
 Proposed Lease of Irrigation Rights

 Water Rights



Geo-Spatial Solutions, Inc.

www.geospatialolutions.com



1 inch equals 400 feet

FORM No. 433—WARRANTY DEED (Individual or Corporate)
1-1-74

WARRANTY DEED

225 PAGE 931

KNOW ALL MEN BY THESE PRESENTS, That Deschutes Development Co., Inc.

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by Leroy J. May, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Deschutes and State of Oregon, described as follows, to-wit:

Lot 171, Block PP, Deschutes River Woods, according to the official plat thereof on file in the office of the County Clerk of said County and State.

(IN SPACE HEREIN, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances

and that 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. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 1795.00

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols @, if not applicable, 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 changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 9th day of December, 1975; and the grantor, it has caused its name to be signed and sealed and sent attested by its officers, duly authorized thereto by its board of directors.

DESCHUTES DEVELOPMENT CO., INC.



STATE OF OREGON, County of Deschutes } ss.
December 9, 1975

Personally appeared Joanne E. Ulrich, who, being duly sworn,

assistant Deschutes Development Co., Inc. and that she attests to the foregoing instrument as the corporate secretary of said corporation and that said instrument was signed and sealed in the hall of said corporation by authority of its board of directors, and each of them acknowledged said instrument to be its voluntary act and deed.

Below me: [Signature] Notary Public for Oregon My commission expires: 4-14-78

Personally appeared the above named

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: [Signature] Notary Public for Oregon My commission expires:

Deschutes Development Co., Inc.
P.O. Box 1251
Bend, Or. 97701
GRANTOR'S NAME AND ADDRESS
Leroy J. May
8283 Cornwall Ave.
Etiwanda, CA, 91739
GRANTEE'S NAME AND ADDRESS

After recording return to:
Desch. Dev. Co., Inc.
P.O. Box 1251
Bend, Or, 97701
NAME, ADDRESS, ZIP

Until a change is registered on the instrument shall be sent to the following address:

STATE OF OREGON,

County of Hood River } ss.

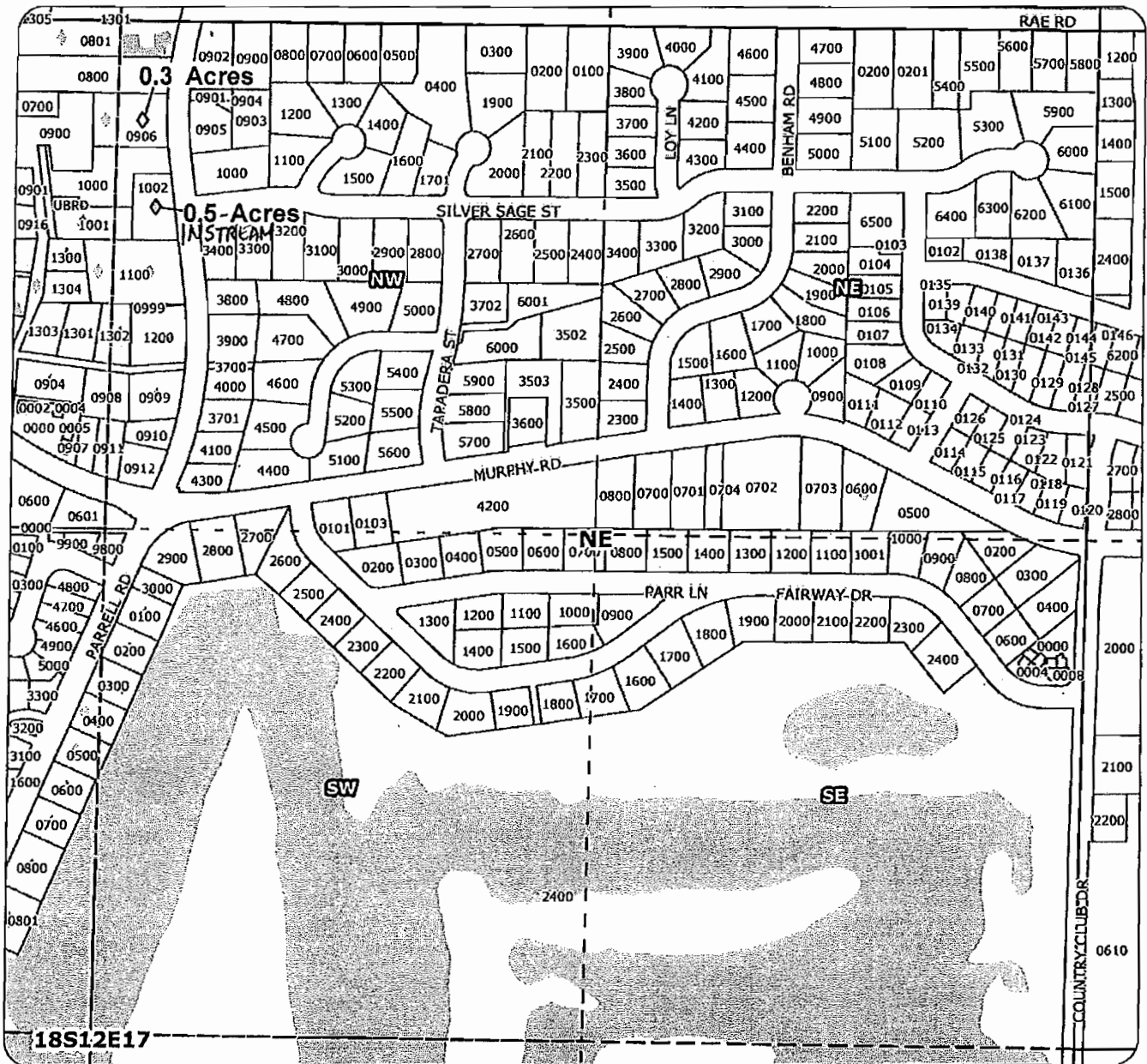
I certify that the within instrument was received for record on the 9 day of Dec 1975 at 12:00 clock P.M. and recorded in book 35 on page 401 or as file/real number

Record of Deeds of said county. Witness my hand and seal of County-official.



[Signature] Recording Officer
By [Signature] Deputy

F 10453
T 189

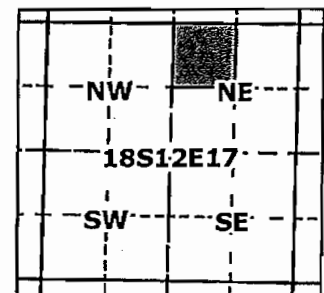
2013 Arnold Irrigation District Instream Lease Map



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 INSTREAM
 in 18S12E17NWNE
 Total Lease of 0.8 Acres



Geo-Spatial Solutions, Inc.
www.geospatialsolutions.com

Date Created: May 2008



1 inch equals 400 feet

45

RECORDED BY
VES TITLE & ESCROW CO.

Title Order No. 130868-BK
Escrow No. 130868-8H

This space reserved for recorder's use
520 - 1915
95-5015

After recording return to:
R. Eric Duhn
63049 Tourmaline Lane
Bend, OR 97701

Until a change is requested all tax statements shall be sent to the following address:
R. Eric Duhn
63049 Tourmaline Lane
Bend, OR 97701

F 10100
T 189
DIV 1

#861

STATUTORY WARRANTY DEED

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

The property 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 30.930.

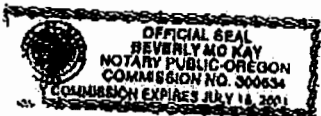
The true consideration for this conveyance is \$84,400.00. (Here comply with the requirements of ORS 93.030)

Dated this 5 day of Nov. 1998.

Frank Storch By James Hogue
Frank Storch P.R.

James Hogue

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



Beverly Mc Kay
Notary Public for Oregon
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 levies, liens, assessments, water and irrigation rights and easements for ditches 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: June 28, 1960
Recorded: June 29, 1960
Volume: 125,
Page: 271, Deed Records.

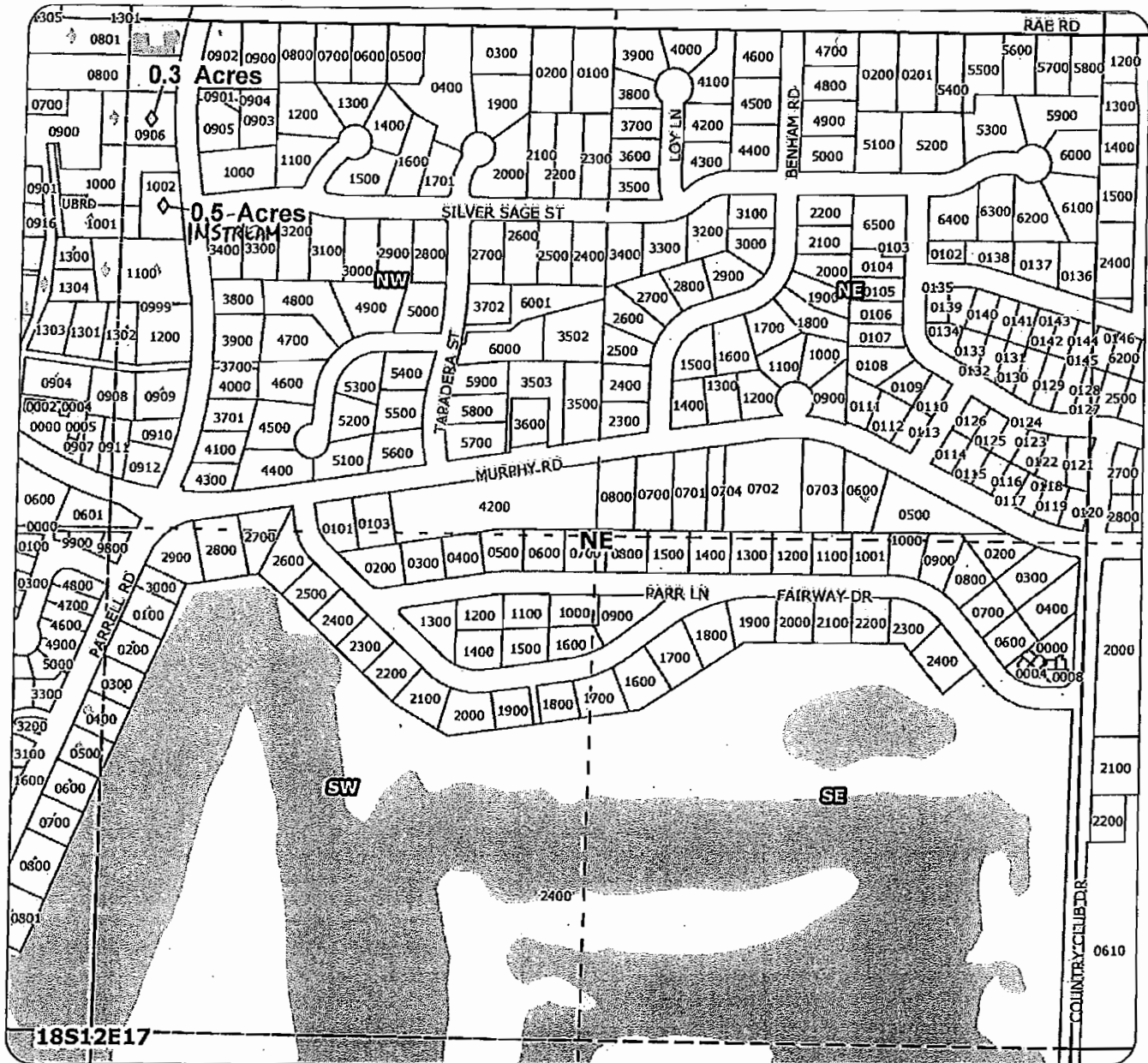
STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

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



98 NOV -9 AM 11:20
MARY SUE PENHOLLOW
COUNTY CLERK

BY: T. Moore DEPUTY
NO. 98-50215 FE. 45.00
DESCHUTES COUNTY OFFICIAL RECORDS

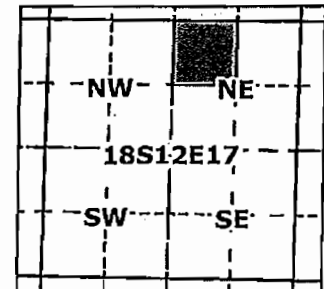
2013 Arnold Irrigation District Instream Lease Map



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 (INSTREAM)
 Taxlot 1002 - 0.5 Acres
 in 18S12E17NWN
 Total Lease of 0.8 Acres



Geo-Spatial Solutions, Inc.

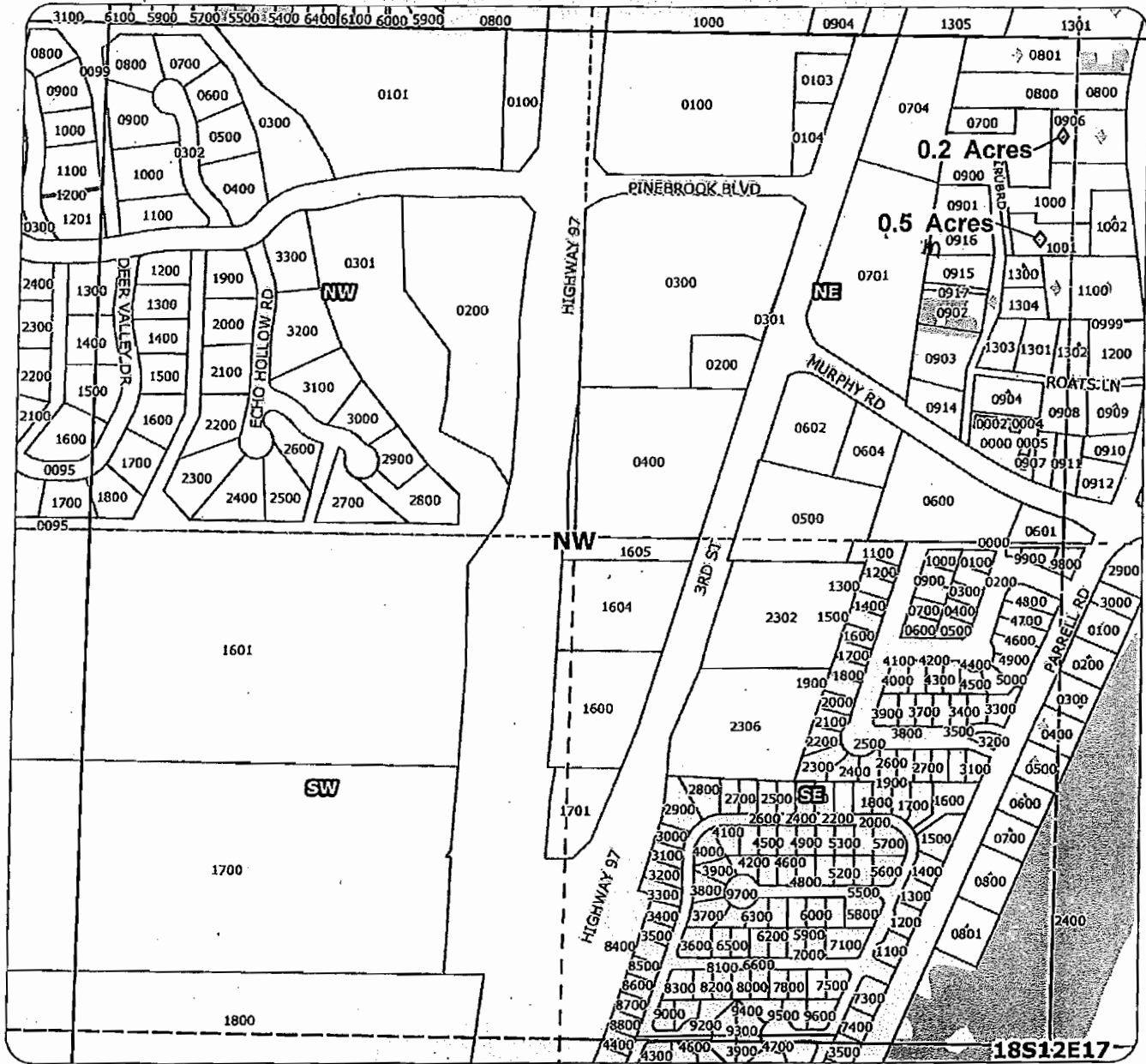
www.geospatialolutions.com

Date Created: May 2008





1 inch equals 400 feet

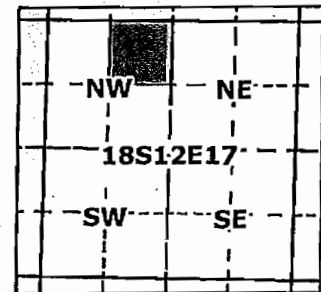
2013 Arnold Irrigation District Instream Lease Map



Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights

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



Geo-Spatial Solutions, Inc.
www.geospatialolutions.com

Date Created: May 2008



1 inch equals 400 feet

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 NE1/4 and partly in the NE1/4 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 S. 89° 54' 39" E. 215.2 feet to the west right of way line of the Old Dallas-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.

Until a change is requested, all tax statements are to be sent to the following address: 61181 Parrell Road, Bend OR 97701. dated this 20th day of May, 1987.

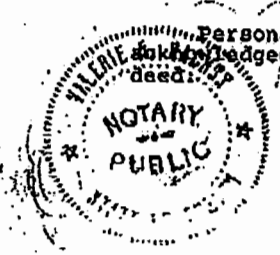
Harold M. Voos
HAROLD M. VOOS, Grantor

F 11188
T 189
DIV 2

#359

0146-1007

STATE OF OREGON, County of Deschutes) ss.



Personally appeared the above named HAROLD M. VOOS and acknowledged the foregoing instrument to be his voluntary act and deed.

Valerie R. Zook
NOTARY PUBLIC FOR OREGON
My Commission expires 6/2/90

STATE OF OREGON) ss.
COUNTY OF DESCHUTES)

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

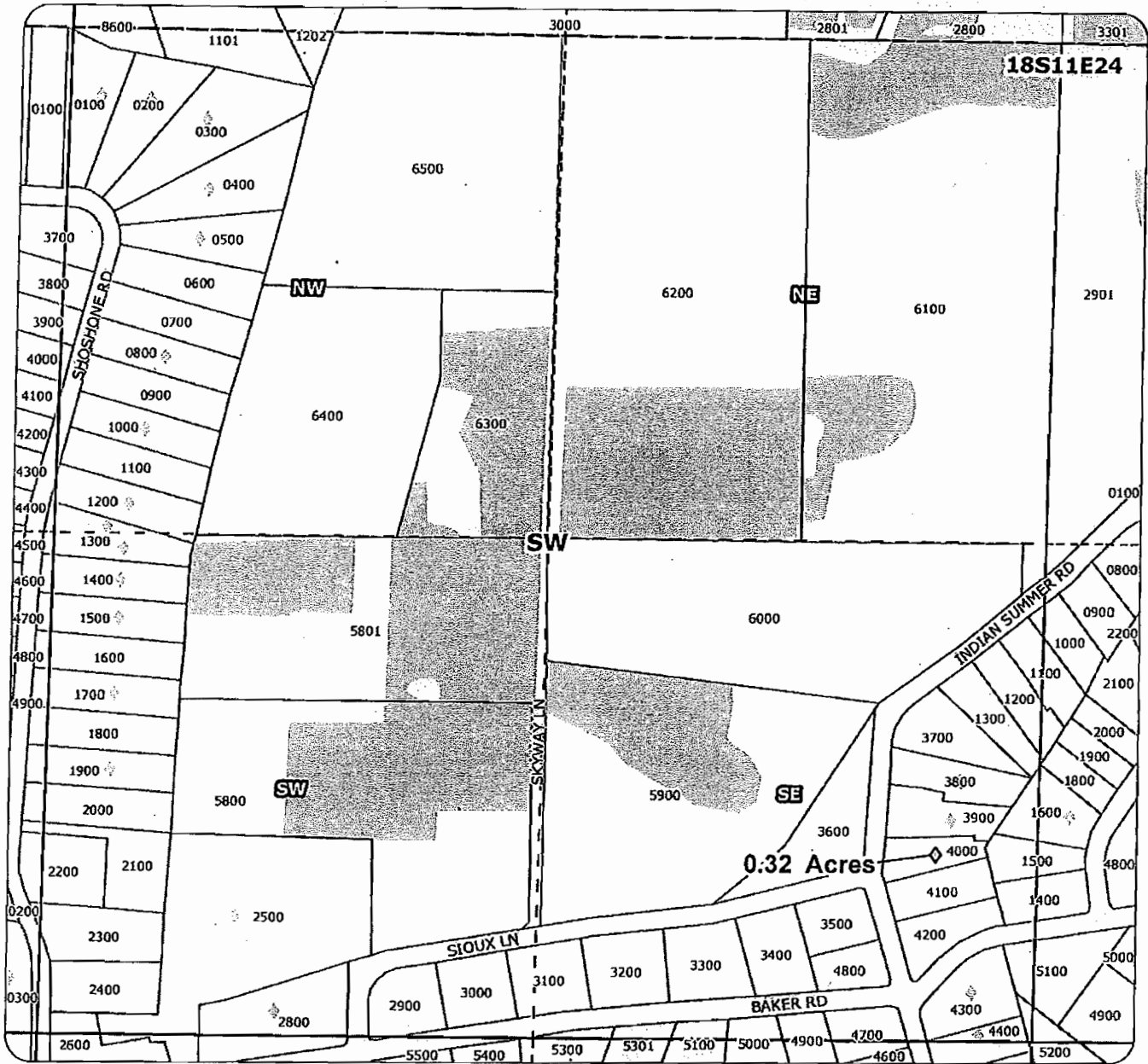
87 JUN -1 AM 11:02

MARY SUE PENHOLLOW
COUNTY CLERK



BY: Phyllis DEPUTY
NO. 87-10-98 FEE 14
DESCHUTES COUNTY OFFICIAL RECORDS

✓ PBB's.

2013 Arnold Irrigation District Instream Lease Map



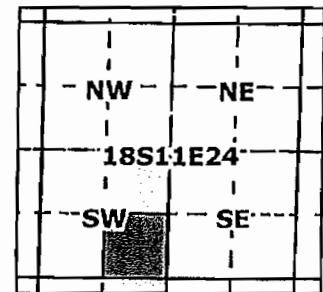
Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights



Geo-Spatial Solutions, Inc.
www.geospatialsolutions.com

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



1 inch equals 400 feet

Date Created: May 2008



DESCHUTES COUNTY OFFICIAL RECORDS
MARY EUE PENHOLLOW, COUNTY CLERK

2002-55730



\$31.00

8618981328828887388818813

10/09/2002 12:10:50 PM

D-D Cntml Stmt4 PAH
\$5.00 \$11.00 \$10.00 \$5.00

After recording return to:

Thomas E. Newman
PO Box 9335
Bend, OR 97708

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

Thomas E. Newman
PO Box 9335
Bend, OR 97708

Escrow No. 0250467 C.W

Title No. 171969-TH

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

STATUTORY WARRANTY DEED

Beverly May Fitzgerald, Trustee of the GERALD LAMB HICKLIN TRUST w/a dated June 15, 1992, an estate 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 JJ 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.

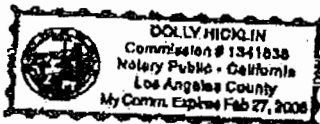
The true consideration for this conveyance is \$40,000.00 (Here comply with the requirements of ORS 93.032)

Dated this 7 day of OCTOBER, 2002.

Beverly May Fitzgerald
Beverly May Fitzgerald, Trustee

STATE OF California
County of Los Angeles } ss.

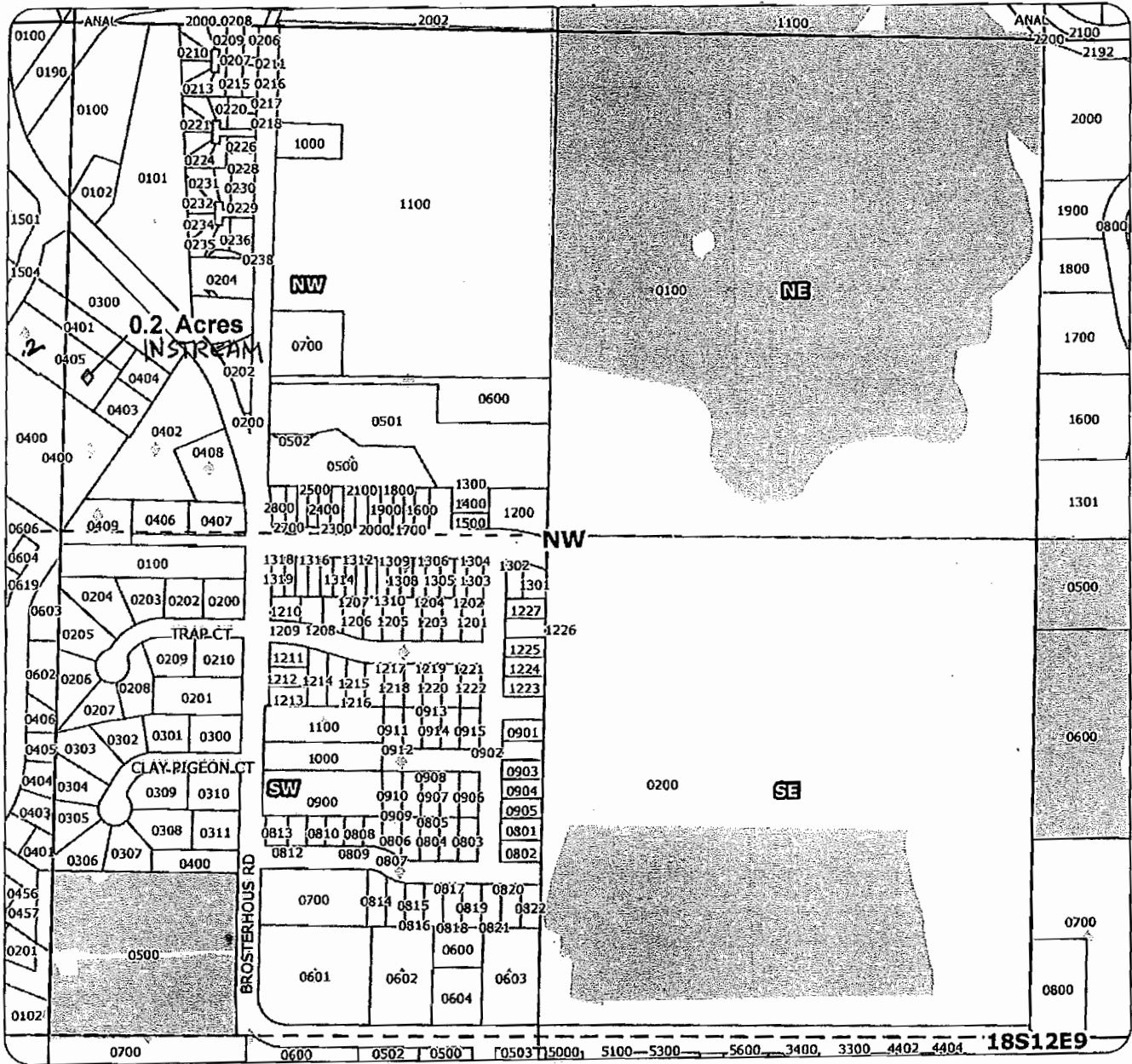
This instrument was ^{subscribed AND sworn} acknowledged before me on this 7th day of October, 2002 by Beverly May Fitzgerald, Trustee





Dolly Hicklin
Notary Public for Oregon

My commission expires: 2-27-06

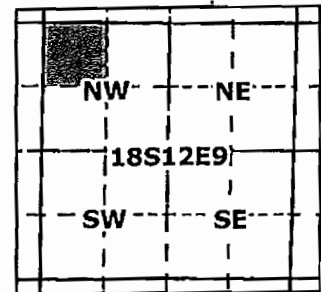
2013 Arnold Irrigation District Instream Lease Map



Application for 1-year Instream Lease Primary: Certificate 74197

-  Proposed Lease of Irrigation Rights
-  Water Rights

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

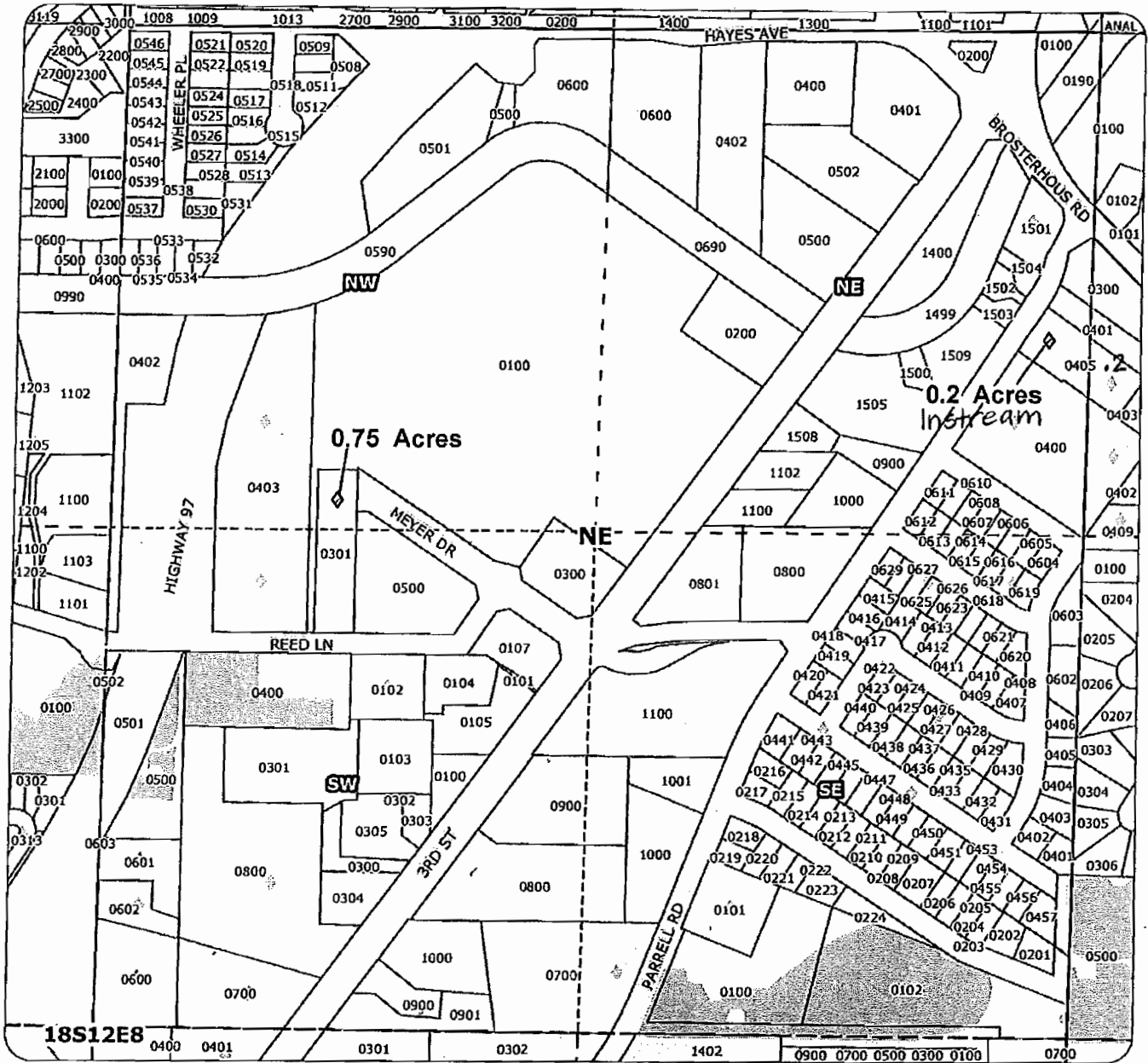


Geo-Spatial Solutions, Inc.
www.geospatialsolutions.com


Date Created: May 2008

 N
 1 inch equals 400 feet

2013 Arnold Irrigation District Instream Lease Map

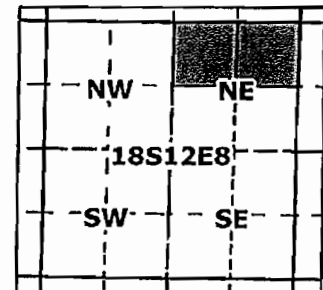


Application for 1-year Instream Lease Primary: Certificate 74197

 Proposed Lease of Irrigation Rights

 Water Rights

For:
 Arnold Irrigation District
 Taxlot 301 - 0.75 acres
 in 18S12E8NWNE
 Taxlot 405 - 0.2 acres *Instream*
 in 18S12E8NENE
 Total Lease of 0.95 Acres



Geo-Spatial Solutions, Inc.
www.geospatialolutions.com

Date Created: May 2008



1 inch equals 400 feet

"Potter"

**VOL: 1999 PAGE: 38314
RECORDED DOCUMENT**

**STATE OF OREGON
COUNTY OF DESCHUTES**



*1999-38314 * Vol-Page

Printed: 08/05/1999 14:19:06

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**

21624 45 - 99-38314-1

WARRANTY DEED

JOHN R. HOODROW, Grantor(s) hereby grant, bargain, sell, warrant and convey to: DEE FORD POTTER & ROBERT G. FINCHAM 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 DESCHUTES and State of Oregon, to wit:

SEE ATTACHED LEGAL DESCRIPTION

TAX ACCOUNT NO.: 18 12 0988 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 every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

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

The true and actual consideration for this conveyance is 153,500.00.

Until a change is requested, all tax statements shall be sent to Grantee at the following address: 34 NW Greeley, Bend Or 97701

Dated this 4th day of AUGUST, 1999.

[Signature] JOHN R. HOODROW

State of Oregon County of DESCHUTES

This instrument was acknowledged before me on AUGUST 4th, 1999 by JOHN R. HOODROW.

[Signature] (Notary Public for Oregon)

My commission expires 11-19-1999.

ESCRON NO. 88021694JU

Return to: DEE FORD POTTER



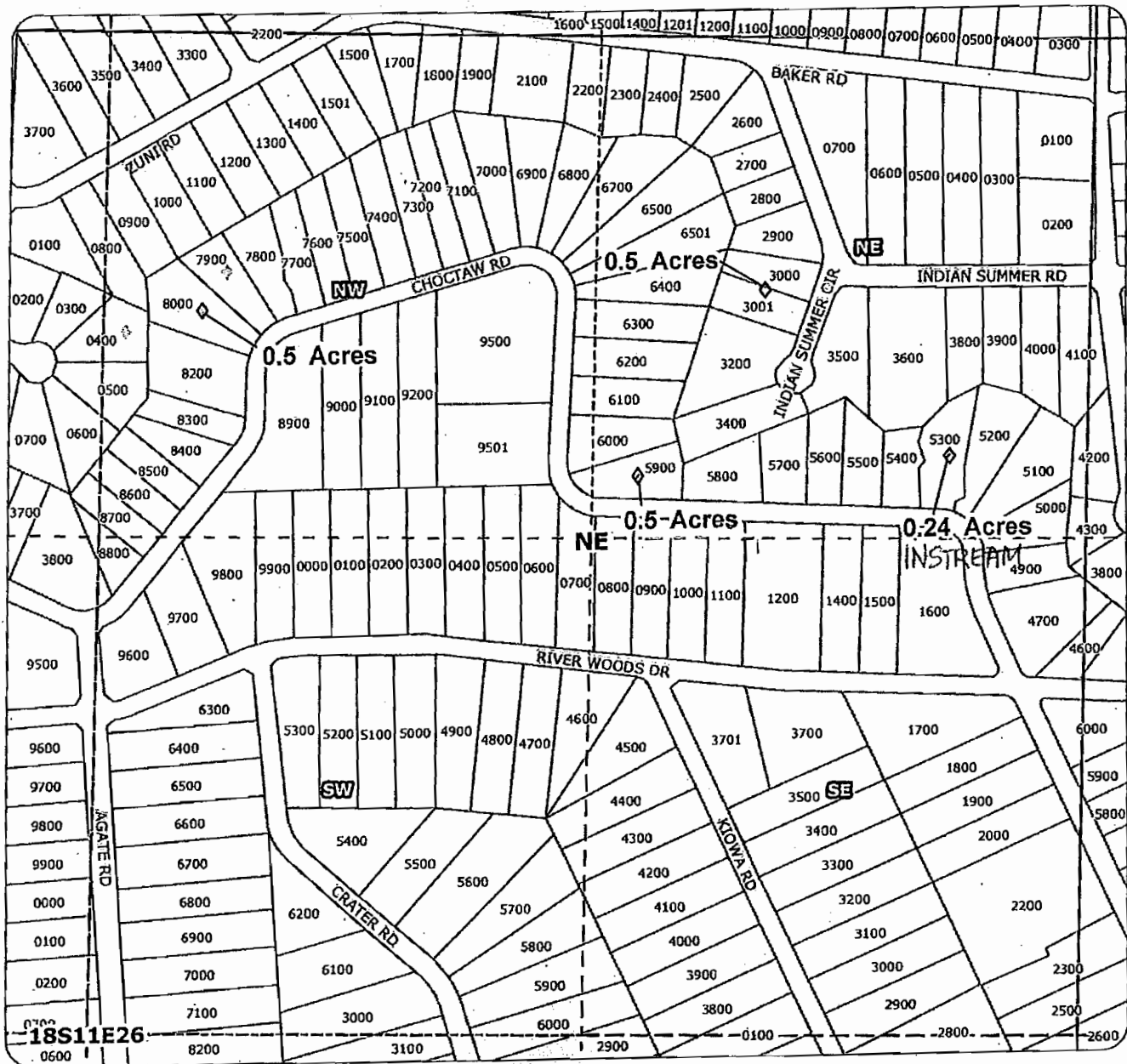
After recording, return to: AmerTitle 15 OREGON AVENUE, BEND

99.3834-2

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 $56^{\circ} 56' 30''$ East, 140.0 feet; thence Northeasterly at a right angle 6.0 feet; thence South $56^{\circ} 56' 30''$ East, 290.91 feet to a iron pipe; thence North $34^{\circ} 17'$ East, 200.05 feet to an iron pipe; thence North $56^{\circ} 56' 30''$ 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.

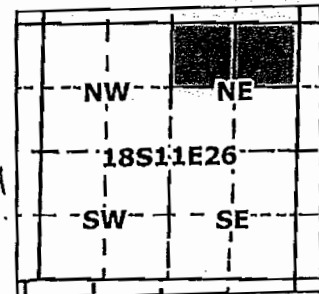
2013 Arnold Irrigation District Instream Lease Map





Application for 1-year Instream Lease Primary: Certificate 74197

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



-  Proposed Lease of Irrigation Rights
-  Water Rights



Geo-Spatial Solutions, Inc.
www.geospatialsolutions.com

Date Created: May 2008



1 inch equals 400 feet

FORM No. 545 - WARRANTY DEED - STATUTORY FORM (Revised 12/91) **93-33085** STATE OF OREGON DEPARTMENT OF REVENUE

111759 43- 312 - 2542 9

WARRANTY DEED - STATUTORY FORM
INDIVIDUAL GRANTOR

RICHARD ORECK AND LOUISE ORECK
Grantor,
conveys and warrants to STEPHEN E. MARTIN AND REBECCA L. MARTIN, HUSBAND AND WIFE
Grantee, the following described real property free of encumbrances
except as specifically set forth herein situated in DESCHUTES County, Oregon, to-wit

SEE EXHIBIT A

18-11-26A 5280/5300
(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)
The property is free from encumbrances except THOSE SHOWN ON THE REVERSE SIDE IF ANY

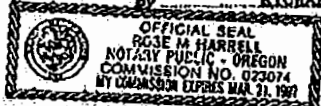
The true consideration for this conveyance is \$ 94,500.00 (Here comply with the requirements of ORS 93.030)

Dated this 18 day of September, 1993

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.

Richard Oreck
RICHARD ORECK
Louise Oreck
LOUISE ORECK

STATE OF OREGON, County of Deschutes
This instrument was acknowledged before me on September 18, 1993
by RICHARD ORECK AND LOUISE ORECK


Rog M Harrell
Notary Public for Oregon
My commission expires 3-21-97

WARRANTY DEED	
<u>RICHARD ORECK</u>	GRANTOR
<u>STEPHEN E. MARTIN</u>	GRANTEE
GRANTEE'S ADDRESS ZIP	
After recording return to:	
<u>STEPHEN E. MARTIN</u>	
<u>REBECCA L. MARTIN</u>	
<u>19154 Choclaw Road</u>	
<u>ER5904DS Bend, OR 97702</u>	
NAME, ADDRESS, ZIP	
Until a change is requested, all tax statements shall be sent to the following address:	
<u>19154 Choclaw Road</u>	
<u>Bend, Oregon 97702</u>	
After recording, return to:	
NAME, ADDRESS, PHONE TITLE COMPANY	
<u>1195 N.W. WILL, BEND</u>	

STATE OF OREGON, } ss.
County of _____ }
I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ A., and recorded in book/real/volume No. _____ on page _____ or as fee/title/instrument/microfilm/reception No. _____ Record of Deeds of said County.
Witness my hand and seal of County attized.

NAME TITLE
By _____ Deputy

SPACE RESERVED FOR RECORDS & USE

312 - 2543

1993-1994 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.

DESCRIPTION SHEET

312 - 2544

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

Beginning at the Southeast corner of said Lot 177; thence North 15°06'08" East, 23.98 feet 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 THEREFROM 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)
COUNTY OF DESCHUTES) ss.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDS OR CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

93 SEP 21 PH 3:53

MARY SUE PENHOLLOW
COUNTY CLERK

BY: *J. Wallace* DEPUTY

NO. 53-33025 RE 4300
DESCHUTES COUNTY OFFICIAL RECORDS

After recording return to:
Key Title Company
162 NW Greenwood Ave.
P.O. Box 6178
Bend, Oregon 97708

After recording return to:
MICHAEL L. MANNING
64176 N. HWY., 97
BEND, OR 97701

37-44765

TITLE ORDER NO: 27-27415
KEY ESCROW NO: 27-27415

Until a change is requested tax statements shall be sent to the following address:
SAME AS ABOVE

WARRANTY DEED -- STATUTORY FORM
(INDIVIDUAL OR CORPORATION)

CHARLES T. HATTON and OLGA B. HATTON, husband and wife Grantor,

conveys and warrants to:

MICHAEL L. MANNING and ROXANNE R. BASS, Grantee.

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

Lot Eight (8), Block QQ, DESCHUTES RIVER WOODS, Deschutes County, Oregon

SUBJECT TO:

1. Regulations, including levies, assessments, water and irrigation rights and easements 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 Map No: 18-11-25-B0-00400

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 PROVIDED IN ORS 30.830.

The true consideration for this conveyance is \$26,635.00. 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/the whole of the (indicate which) consideration.

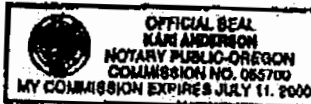
If grantor is a corporation, this has been signed by authority of the Board of Directors.

Dated this 18th day of December, 1997.

GRANTOR(S):

Charles T. Hatton
CHARLES T. HATTON

Olga B. Hatton
OLGA B. HATTON



STATE OF OREGON, County of Deschutes

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

Kari Anderson
Notary Public for Oregon

My commission expires: 7-11-00

00111 - 1111

471 - 2339

00111-1111

STATE OF OREGON)
COUNTY OF DESCHUTES) ss.

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

97 DEC -2 PM 51

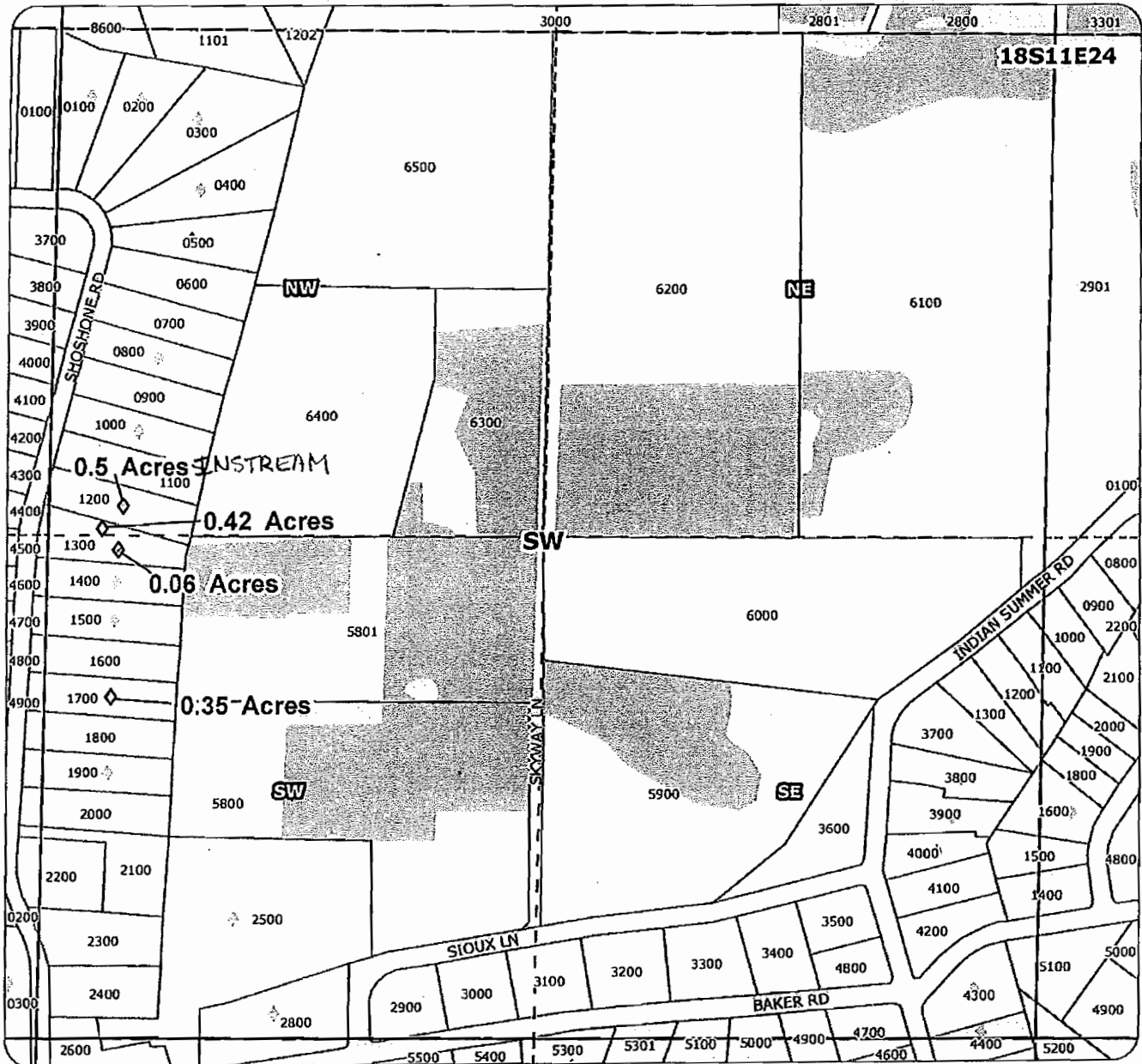
MARY SUE PENHOLLOW
COUNTY CLERK

BY:  DEPUTY

NO. 97-44765 FEE 40

DESCHUTES COUNTY OFFICIAL RECORDS

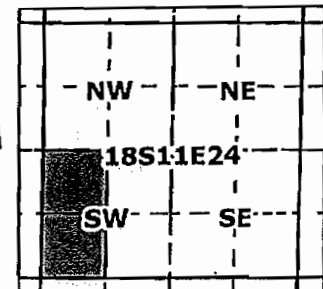
2013 Arnold Irrigation District Instream Lease Map




Application for 1-year Instream Lease Primary: Certificate 74197

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



 Proposed Lease of Irrigation Rights

 Water Rights



Geo-Spatial Solutions, Inc.

www.geospatialolutions.com

Date Created: May 2008



1 inch equals 400 feet



95-21364

376 - 2397

STATUTORY WARRANTY DEED

ALBERT A. WILLMAN and BESSIE L. WILLMAN, husband and wife, Grantor,
conveys and warrants to WENDY ANN CONNER, Grantee,

the following described real property free of liens and encumbrances, except as specifically set forth herein:
Lot 26 in Block QQ of DESCHUTES RIVER WOODS, Deschutes County, Oregon.

Tax Account No. 18 11 24 CO 01200

35

This property is free of liens and encumbrances, EXCEPT: Covenants, conditions, restrictions and easements of record.

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 \$ 81,436.00 (Please comply with the requirements of ORS 93.030)

Dated this 15th day of June, 1995

Albert A. Willman Bessie L. Willman
ALBERT A. WILLMAN BESSIE L. WILLMAN

STATE OF OREGON
County of DESCHUTES } ss.

BE IT REMEMBERED, That on this 15 day of June, 1995, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ALBERT A. WILLMAN and BESSIE L. WILLMAN

known to me to be the identical individual s. described in and who executed the within instrument and acknowledged to me that THEY executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Bonnie C. Wilkins
Notary Public for Oregon.
My Commission expires JULY 27, 1997



Title Order No. 136799-HP
Escrow No. 9510423

After recording return to:
WENDY ANN CONNER
19226 SHOSHONE ROAD
BEND, OR 97702
Name, Address, Zip

Until a change is requested all tax statements shall be sent to the following address:
WENDY ANN CONNER
19226 SHOSHONE ROAD
BEND, OR 97702
Name, Address, Zip

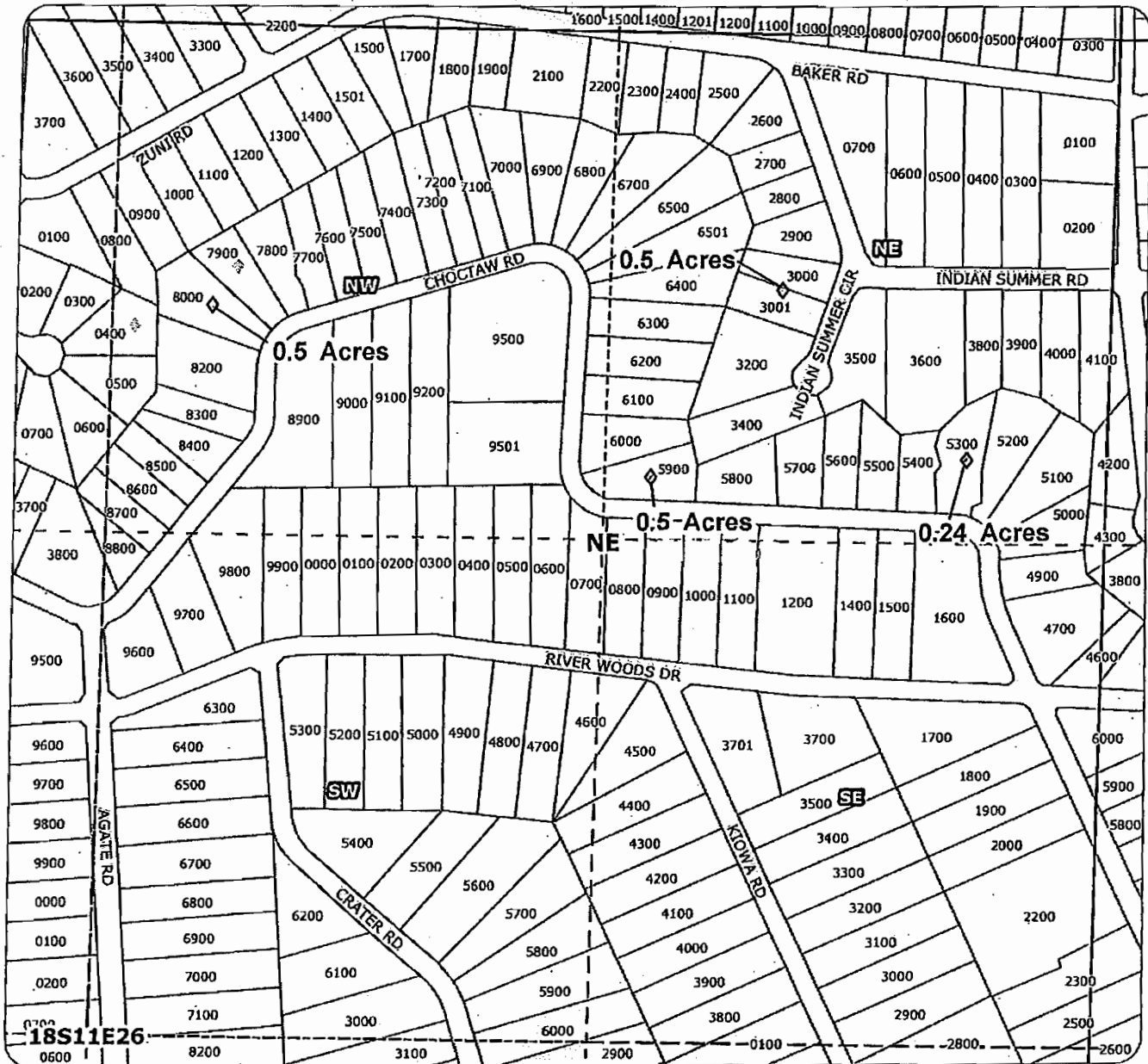
FIRST AMERICAN TITLE CO.
OF DESCHUTES COUNTY
P. O. BOX 323
BEND, OREGON 97703

STATE OF OREGON) ss.
COUNTY OF DESCHUTES)

95 JUN 21 PM 2:36
MARY SUE PERKINS
COUNTY CLERK

DEPUTY
NO. 95-21364 RE 05
DESCHUTES COUNTY OFFICIAL RECORDS



2013 Arnold Irrigation District Instream Lease Map



Application for 1-year Instream Lease Primary: Certificate 74197

For:

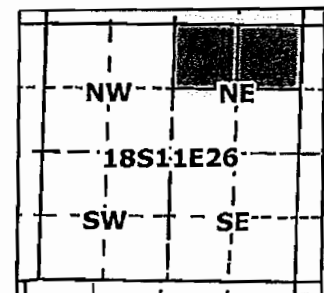
Arnold Irrigation District
 Taxlot 3000 - 0.5 acres **INSTREAM**
 Taxlot 5300 - 0.24 acres
 Taxlot 5900 - 0.5 acres
 in 18S11E26NENE
 Taxlot 8000 - 0.5 acres
 in 18S11E26NWNE
Total Lease of 1.74 Acres

-  Proposed Lease of Irrigation Rights
-  Water Rights



Geo-Spatial Solutions, Inc.
www.geospatialsolutions.com

Date Created: May 2008



1 inch equals 400 feet



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) JM
Date: December 06, 2002

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

STATUTORY WARRANTY DEED

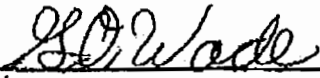
G. O. Wade and Lou Wade, as tenants by the entirety, Grantor, conveys and warrants to ~~Harry~~ **Harry** **, the following described real property free of liens and encumbrances, except as specifically set forth herein:

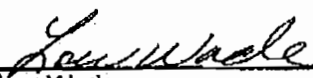
**Harry V. Hardy, Jr. and Carol J. Hardy
Lots 46 and 47 of Block PP of DESCHUTES RIVER WOODS, Deschutes County, Oregon

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 ORS 30.930.

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


G. O. Wade


Lou Wade

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLOW, COUNTY CLERK

2002-73125



\$36.00

00124200200200731250020020

12/27/2002 02:46:27 PM

D-D Cntml Strall JKFF
\$10.00 \$11.00 \$10.00 \$5.00