



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

Application for District Instream Lease

Part 1 of 4 – Minimum Requirements Checklist

This Application to be used for water rights in the name of or conveyed by an Irrigation District (or similar organization) Complete Parts 1 through 4 and any required attachments	OWRD #	IL-15-06
	District #	IL-16-21

Check all items included with this application. (N/A = Not Applicable)

Yes N/A Pooled Lease-a lease with more than one Lessor (Landowner/water right interest holder)

Fee in the amount of:

<input type="checkbox"/> \$450.00 for a lease involving four or more landowners or four or more water rights	Or <input checked="" type="checkbox"/> \$300.00 for all other leases
<input checked="" type="checkbox"/> Check enclosed <u>or</u>	
<input type="checkbox"/> Fee Charged to customer account <u>Deschutes River Cons.</u> (Account name)	

Part 1 – Completed Minimum Requirements Checklist

Part 2 – Completed District and Other Party Signature Page

Part 3 – Completed Place of Use and Lessor Signature Page
 (Include a separate Part 3 for each Lessor.)

Part 4 – Completed Water Right and Instream Use Information
 (Include a separate Part 4 for each Water Right.)

How many Water Rights are included in the lease application? 1 (# of rights)

List each water right to be leased instream here: 83571

Yes N/A Other water rights, if any, appurtenant to the lands involved in the lease application and not proposed to be leased instream.

List those other water rights here: 76714

Yes No Conservation Reserve Enhancement Program CREP – Are some or all of the lands to be leased part of CREP or another Federal program (list here: _____)?

Required Attachments:

Yes N/A Instream lease application map(s). More than one QQ and property may be included on each map. A map is **not** required if an entire right is being leased or if the right is for use of municipal or quasi-municipal water use. The map should include the following:

- A north arrow and map scale (no smaller than 1" = 1320').
- Label township, range, section and quarter-quarter (QQ).
- If an irrigation right, the numbers of acres to be leased in each quarter-quarter identify and hachure/shade to differentiate between the acreage being leased and any remaining. If the place of use has more than one priority date, source stream, and/or point of diversion you **must identify each with separate hachuring or shading** and label.
- Tax lot lines and numbers must be included on the map and should clearly identify the property(s) involved.

Yes N/A If the Lessor(s) is not the deceded land owner, include one of the following:

- A notarized statement from the land owner consenting to the lease and a copy of the recorded deed; or
- A water right conveyance agreement and a copy of the recorded deed for the landowner at the time the water right was conveyed; or
- Other documentation.


Yes N/A If the right has **not** been used in the last five years; provide supporting documentation indicating why a right (or portion thereof) is **not** subject to forfeiture.

Part 2 of 4 – District and other party Signature

Term of the Lease: The lease is requested to begin in: month <u>April</u> year <u>2016</u> and end: month <u>October</u> year <u>2016</u> .	
Public use: Check the public use(s) this lease will serve (as defined by ORS 537.332): <input checked="" type="checkbox"/> Conservation, maintenance and enhancement of aquatic, fish and wildlife, fish and wildlife habitat and any other ecological values. <input checked="" type="checkbox"/> Recreation <input checked="" type="checkbox"/> Pollution abatement <input type="checkbox"/> Navigation	Termination provision (for multiyear leases): The parties to the lease request (choose one): <input type="checkbox"/> a. The option of terminating the lease prior to expiration of the full term with written notice to the Department by the Lessor(s) and/or Lessee. <input type="checkbox"/> b. The option of terminating the lease prior to expiration of the full term, with consent by all parties to the lease. <input checked="" type="checkbox"/> c. The parties would not like to include a Termination Provision. (See instructions for limitations to this provision)
Additive/Replacing Relationship to other instream water rights: Instream leases are generally additive to other existing instream water rights created as a result of instream leases and transfers and/or allocations of conserved water. Since instream leases are also generally senior to other instream rights created through a state agency process or conversion of minimum flows, they generally replace a portion of these junior instream rights. If you would like this lease to relate to other instream water rights differently than described above, please check this box. <input type="checkbox"/> And attach an explanation of your intent.	
Precedent: If a right which has been leased is later proposed to be leased again or later transferred or become part of an allocation of conserved water project, a new injury review shall be required. An instream lease shall not set a precedent on a future transaction.	
Validity of the rights to be leased: <input checked="" type="checkbox"/> The water right(s) to be leased have been used under the terms and conditions of the right(s) during the last five years or have been leased instream; or <input type="checkbox"/> The water right(s) have not been used for the last five years according to the terms and conditions of the rights. However, the water right(s) is not subject to forfeiture under ORS 540.610(2). Documentation describing why the water right is not subject to forfeiture has been provided.	

SIGNATURES

The undersigned declare that the information contained in this application is true and accurate.


 _____ Date: 4/13/16
 Signature of Co-Lessor
 Printed name (and title): Kelley Hamby, Water Rights Specialist
 Business/Organization name: Central Oregon Irrigation District
 Mailing Address (with state and zip): 1055 SW Lake Ct, Redmond, OR 97756
 Phone number (include area code): 541-548-7585 **E-mail address: khamby@coird.org

_____ Date: _____
 Signature of Co-Lessor
 Printed name (and title): _____
 Business/Organization name: _____
 Mailing Address (with state and zip): _____
 Phone number (include area code): _____ **E-mail address: _____

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See next page for additional signatures.

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Genevieve Hubert
Signature of Lessee

Date: 04-18-16

Printed name (and title): Gen Hubert, Water Leasing Program Manager

Business/organization name: Deschutes River Conservancy

Mailing Address (with state and zip): PO Box 1560, Bend, OR 97709

Phone number (include area code): 541-382-4077 x16 **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 TO THE LESSOR**

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COID QUITCLAIM WATER
PATRON #2024

2016 INSTREAM LEASE

TRS	QQ	TL	# ACRES	TYPE	POD #	PAGE #	QUITCLAIM #	PAST INSTREAM	Warrantee Deeds	
14-13-16	SWNE	103	10.800	IRR	11	12	2002-27857	IL-1308	2000-44980	
14-13-21	SWNW	407	0.200	IRR	11	13	2015-07673		2015-006775	
CLC *	15-13-03	NWSW	1400	10.820	IRR	11	22	2005-07853	IL-1488	* Title Report
	15-13-05	NESE	300	4.000	IRR	11	23	2002-27773	IL-1308	2000-12918
	15-13-05	SENE	300	5.240	IRR	11	23	2002-27773	IL-1308	2000-12918
CLC *	15-13-08	NWSE	100	18.100	IRR	11	24	2007-04852	IL-1488	* Title Report
	15-13-09	SWSW	400	0.500	IRR	11	24	2015-51008		2014-001395
	15-13-09	SWSW	500	0.800	IRR	11	24	2015-24105		2011-036356
	15-13-19	NENE	705	12.830	IRR	11	26	2005-82273	IL-1488	2005-82274
	TOTAL:		63.290	IRR	11					

CLC *	15-13-08	NWSE	100	0.900	PM	11	24	2007-04852	IL-1488	* Title Report
	TOTAL:		0.900	PM	11					

* CLC - See notes at bottom

TRS	QQ	TL	# ACRES	TYPE	POD #	PAGE #	QUITCLAIM #	PAST INSTREAM	
17-13-20	NESW	403	3.700	PM	1	46	2008-14089	IL-1488	1997-470-1371
	TOTAL:		3.700	PM	1				1997-457-0013

16-14-15	NESW		3.000	MU	1	58	2008-228103	IL-1488	1991-101743
16-14-15	NWSW			MU	1	58		IL-1488	
16-14-15	SWSW			MU	1	58		IL-1488	
16-14-15	SESW			MU	1	58		IL-1488	
16-14-15	NESE			MU	1	58		IL-1488	
16-14-15	NWSE			MU	1	58		IL-1488	
16-14-15	SWSE			MU	1	58		IL-1488	
16-14-15	SESE			MU	1	58		IL-1488	
16-14-22	NENE			MU	1	58		IL-1488	
16-14-22	NWNE			MU	1	58		IL-1488	
16-14-22	SWNE			MU	1	58		IL-1488	
16-14-22	SENE			MU	1	58		IL-1488	
16-14-23	NWNW			MU	1	58		IL-1488	
16-14-23	SWNW			MU	1	58		IL-1488	
	TOTAL:		3.000	MU	1				

* CLC = Central Land & Cattle. - Several quitclaims convey water to CLC, the CLC conveys the water to COID in 2012-04015.

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**COID APPURTENANT LANDS
PATRON # 106880**

2016 INSTREAM LEASE

TRS	QQ	TL	# ACRES	TYPE	POD #	PAGE #	PAST INSTREAM
18-13-12	NWNE	200	3.035	IRR	1	54	IL-1247
TOTAL:			3.035	IRR	1		

16-12-14	SWSE	1000	3.190	IRR	11	38	
TOTAL:			3.190	IRR	11		

total acres 77.115

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Part 4 of 4 – Water Right and Instream Use Information

Use a separate Part 4 for each water right to be leased instream.

Table 2

Use Table 2 to illustrate the totals for the water right proposed to be leased instream (based on Part 3 of 4) Water Right # 83571

Total rate and volume by priority date, POD, use and acreage as appropriate considering the right to be leased. If not enough room below, you may add rows (see instructions) or create a spreadsheet (matching Table 2 and clearly labeled) and attach. (cfs = cubic feet per second and af = acre feet)

Priority Date	POD #	Use	Acres	Other Information (such as conditions/limitations on the right)	Rate (cfs)	Volume (af)
10/31/1900	1	Irrig	3.035	Season 1 Rate / Total Volume	0.038	29.75
10/31/1900	1	Irrig	3.035	Season 2 Rate	0.050	
10/31/1900	1	Irrig	3.035	Season 3 Rate	0.066	
12/02/1907	1	Irrig	3.035	Season 3 Rate	0.027	
10/31/1900	1	PM	3.70	Season 1 Rate / Total Volume	0.046	36.27
10/31/1900	1	PM	3.70	Season 2 Rate	0.061	
10/31/1900	1	PM	3.70	Season 3 Rate	0.081	
12/02/1907	1	PM	3.70	Season 3 Rate	0.032	
10/31/1900	1	QM	3.00	Season 1 Rate / Total Volume	0.037	29.41
10/31/1900	1	QM	3.00	Season 2 Rate	0.049	
10/31/1900	1	QM	3.00	Season 3 Rate	0.066	
12/02/1907	1	QM	3.00	Season 3 Rate	0.092	
10/31/1900	11	Irrig	63.29	Season 1 Rate / Total Volume	0.722	597.23
10/31/1900	11	Irrig	63.29	Season 2 Rate	0.985	
10/31/1900	11	Irrig	63.29	Season 3 Rate	1.344	
12/02/1907	11	Irrig	63.29	Season 3 Rate	0.538	
10/31/1900	11	Irrig	3.19	Season 1 Rate / Total Volume	0.036	30.10
10/31/1900	11	Irrig	3.19	Season 2 Rate	0.050	
10/31/1900	11	Irrig	3.19	Season 3 Rate	0.068	
12/02/1907	11	Irrig	3.19	Season 3 Rate	0.027	
10/31/1900	11	PM	0.90	Season 1 Rate / Total Volume	0.010	8.49
10/31/1900	11	PM	0.90	Season 2 Rate	0.014	
10/31/1900	11	PM	0.90	Season 3 Rate	0.019	
12/02/1907	11	PM	0.90	Season 3 Rate	0.027	

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Total af from storage, if applicable: _____ AF or N/A
 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: POD #

Table 3

Instream Use created by the lease: River Basin: Deschutes River/Stream Name: Deschutes River, tributary to Columbia River

Proposed Instream Reach: A reach typically begins at the POD and ends at the mouth of the source stream: From the POD _____ to Mouth of Deschutes River (RM 0) → IRR leased and to Lake Billy Chinook for Ponds/QM

OR 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 water right, the lease may be processed to be protected at the POD.)

Instream Portion: May not exceed the maximum rate/volume for the right (identified in Table 2). Use the table to illustrate the instream rate, volume, and instream period by priority date, POD, Use, and acreage, as appropriate. If not enough room below, you may add rows (see instructions) or create a spreadsheet (clearly labeled and matching the below portion of Table 3) and attach.

Priority date	POD #	Use	Acres	Proposed Instream Period	Instream Rate (cfs)	Total instream volume (af)
10/31/1900	1	Irrig	3.035	Season 1 Rate / Total Maximum Volume	Protect to Mouth of Deschutes	16.54
10/31/1900	1	Irrig	3.035	Season 2 Rate		0.028
10/31/1900	1	Irrig	3.035	Season 3 Rate		0.052
10/31/1900	1	PM	3.70	Season 1 Rate / Total Maximum Volume	Protect to Lake Billy Chinook	20.17
10/31/1900	1	PM	3.70	Season 2 Rate		0.034
10/31/1900	1	PM	3.70	Season 3 Rate		0.063
10/31/1900	1	QM	3.00	Season 1 Rate / Total Maximum Volume	Protect to the Mouth of Deschutes	16.35
10/31/1900	1	QM	3.00	Season 2 Rate		0.028
10/31/1900	1	QM	3.00	Season 3 Rate		0.051
10/31/1900	11	Irrig	63.29	Season 1 Rate / Total Maximum Volume	Protect to the Mouth of Deschutes	344.96
10/31/1900	11	Irrig	63.29	Season 2 Rate		0.580
10/31/1900	11	Irrig	63.29	Season 3 Rate		1.074
10/31/1900	11	Irrig	3.19	Season 1 Rate / Total Maximum Volume	Protect to Lake Billy Chinook	17.39
10/31/1900	11	Irrig	3.19	Season 2 Rate		0.029
10/31/1900	11	Irrig	3.19	Season 3 Rate		0.054
10/31/1900	11	PM	0.90	Season 1 Rate / Total Maximum Volume	Protect to Lake Billy Chinook	4.91
10/31/1900	11	PM	0.90	Season 2 Rate		0.008
10/31/1900	11	PM	0.90	Season 3 Rate		0.015

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OR Please check this box if you are not sure of the proposed rate, volume and instream period. As part of its review process, the Department will identify the appropriate instream rate, volume and period considering the water right(s) being leased and instream benefits.

Yes N/A **Conditions to avoid enlargement or injury to other water rights, if any, or other limitations: list here** The instream flow will be allocated on a daily average basis up to the described rate from April 1 through October 26.

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

Any additional information about the proposed instream use: _____

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**Oregon Water Resources Department
Central Oregon Irrigation District** Calculator for Certificate 83571

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Revised: 3/18/2016

This calculator is primarily designed to facilitate the calculation of how much water may be protected instream through instream leases and transfers. However, the calculator can also be used to determine the rate and duty associated with other transfers and cancellations. For questions regarding its use, please contact Laura Wilke at 503-986-0884.

Enter Total Number of Acres Involved from POD #1 (CO Canal)

Enter Total Number of Acres Involved from POD #11 (North Canal, also known as PB Canal)

Rate and duty for the acres by which the water right will be reduced by at the Point of Diversion (POD).

POD #1	October 31, 1900	December 2, 1907	Combined
Season 1 Rate (CFS)	0.000		
Season 2 Rate (CFS)	0.000		
Season 3 Rate (CFS)	0.000	0.000	0.000
Duty (AF)			0.00

*COID RC #2074
P.O.D. #11
IRR - 63.29 Ac*

POD #11	October 31, 1900	December 2, 1907	Combined
Season 1 Rate (CFS)	0.722		
Season 2 Rate (CFS)	0.985		
Season 3 Rate (CFS)	1.344	0.638	1.882
Duty (AF)			597.23

The transmission loss associated with this right is not transferable or protectable instream. The following tables show the amount of water that is protectable for instream leases and instream transfers, under the October 31, 1900 priority date. (Please contact the Department if you prefer to protect water instream under the combined October 31, 1900 and December 2, 1907 priority dates.) To prevent enlargement and injury, the instream use has been modified from the authorized season of April 1 through October 31, to April 1 through October 28.

From POD #11 to Lake Billy Chinook	
Season 1 Rate (CFS)	0.435
Season 2 Rate (CFS)	0.580
Season 3 Rate (CFS)	1.074
Maximum Volume (AF)	344.86

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Enter Total Number of Acres Involved from POD #1 (CO Canal)

Enter Total Number of Acres Involved from POD #11 (North Canal, also known as PB Canal)

Rate and duty for the acres by which the water right will be reduced by at the Point of Diversion (POD).

POD #1	October 31, 1900	December 2, 1907	Combined
Season 1 Rate (CFS)	0.000		
Season 2 Rate (CFS)	0.000		
Season 3 Rate (CFS)	0.000	0.000	0.000
Duty (AF)			0.00

COID QC #2024

P.O.D #11

PM - 0.9 AC.

POD #11	October 31, 1900	December 2, 1907	Combined
Season 1 Rate (CFS)	0.010		
Season 2 Rate (CFS)	0.014		
Season 3 Rate (CFS)	0.019	0.008	0.027
Duty (AF)			8.49

The transmission loss associated with this right is not transferable or protectable instream. The following tables show the amount of water that is protectable for instream leases and instream transfers, under the October 31, 1900 priority date. (Please contact the Department if you prefer to protect water instream under the combined October 31, 1900 and December 2, 1907 priority dates.) To prevent enlargement and injury, the instream use has been modified from the authorized season of April 1 through October 31, to April 1 through October 28.

From POD #11 to Lake Billy Chinook	
Season 1 Rate (CFS)	0.006
Season 2 Rate (CFS)	0.008
Season 3 Rate (CFS)	0.015
Maximum Volume (AF)	4.91

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Enter Total Number of Acres Involved from POD #1 (CO Canal)

Enter Total Number of Acres Involved from POD #11 (North Canal, also known as PB Canal)

Rate and duty for the acres by which the water right will be reduced by at the Point of Diversion (POD).

POD #1	October 31, 1900	December 2, 1907	Combined
Season 1 Rate (CFS)	0.048		
Season 2 Rate (CFS)	0.061		
Season 3 Rate (CFS)	0.081	0.032	0.113
Duty (AF)			38.27

COID QC # 2024

P.O.D. - #1

PM - 3.70 AC

POD #11	October 31, 1900	December 2, 1907	Combined
Season 1 Rate (CFS)	0.000		
Season 2 Rate (CFS)	0.000		
Season 3 Rate (CFS)	0.000	0.000	0.000
Duty (AF)			0.00

The transmission loss associated with this right is not transferable or protectable instream. The following tables show the amount of water that is protectable for instream leases and instream transfers, under the October 31, 1900 priority date. (Please contact the Department if you prefer to protect water instream under the combined October 31, 1900 and December 2, 1907 priority dates.) To prevent enlargement and injury, the instream use has been modified from the authorized season of April 1 through October 31, to April 1 through October 28.

From POD #1 to Lake Billy Chinook	
Season 1 Rate (CFS)	0.025
Season 2 Rate (CFS)	0.034
Season 3 Rate (CFS)	0.063
Maximum Volume (AF)	20.17

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Enter Total Number of Acres Involved from POD #11 (North Canal, also known as PB Canal)

Rate and duty for the acres by which the water right will be reduced by at the Point of Diversion (POD).

POD #1	October 31, 1900	December 2, 1907	Combined
Season 1 Rate (CFS)	0.037		
Season 2 Rate (CFS)	0.049		
Season 3 Rate (CFS)	0.066	0.026	0.092
Duty (AF)			29.41

COID QC #2024
P.O.D # 1
QM 3.0 AC

POD #11	October 31, 1900	December 2, 1907	Combined
Season 1 Rate (CFS)	0.000		
Season 2 Rate (CFS)	0.000		
Season 3 Rate (CFS)	0.000	0.000	0.000
Duty (AF)			0.00

The transmission loss associated with this right is not transferable or protectable instream. The following tables show the amount of water that is protectable for instream leases and instream transfers, under the October 31, 1900 priority date. (Please contact the Department if you prefer to protect water instream under the combined October 31, 1900 and December 2, 1907 priority dates.) To prevent enlargement and injury, the instream use has been modified from the authorized season of April 1 through October 31, to April 1 through October 28.

From POD #1 to Lake Billy Chinook	
Season 1 Rate (CFS)	0.021
Season 2 Rate (CFS)	0.028
Season 3 Rate (CFS)	0.051
Maximum Volume (AF)	18.35

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Rate and duty for the acres by which the water right will be reduced by at the Point of Diversion (POD).

POD #1	October 31, 1900	December 2, 1907	Combined
Season 1 Rate (CFS)	0.038		
Season 2 Rate (CFS)	0.050		
Season 3 Rate (CFS)	0.066	0.027	0.093
Duty (AF)			29.75

COID QC

P.O.D #1

IRRIG. 3.035 AC

POD #11	October 31, 1900	December 2, 1907	Combined
Season 1 Rate (CFS)	0.000		
Season 2 Rate (CFS)	0.000		
Season 3 Rate (CFS)	0.000	0.000	0.000
Duty (AF)			0.00

The transmission loss associated with this right is not transferable or protectable instream. The following tables show the amount of water that is protectable for Instream Leases and Instream Transfers, under the October 31, 1900 priority date. (Please contact the Department if you prefer to protect water instream under the combined October 31, 1900 and December 2, 1907 priority dates.) To prevent enlargement and injury, the instream use has been modified from the authorized season of April 1 through October 31, to April 1 through October 26.

From POD #1 to Lake Billy Chinook	
Season 1 Rate (CFS)	0.021
Season 2 Rate (CFS)	0.028
Season 3 Rate (CFS)	0.052
Maximum Volume (AF)	18.54

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Enter Total Number of Acres Involved from POD #1 (CO Canal)

Enter Total Number of Acres Involved from POD #11 (North Canal, also known as PB Canal)

Rate and duty for the acres by which the water right will be reduced by at the Point of Diversion (POD).

*COID APPURTENANT LANDS
3.19 ACRES P.O.D #11
(IRRI.)*

POD #1	October 31, 1900	December 2, 1907	Combined
Season 1 Rate (CFS)	0.000		
Season 2 Rate (CFS)	0.000		
Season 3 Rate (CFS)	0.000	0.000	0.000
Duty (AF)			0.00

POD #11	October 31, 1900	December 2, 1907	Combined
Season 1 Rate (CFS)	0.038		
Season 2 Rate (CFS)	0.050		
Season 3 Rate (CFS)	0.068	0.027	0.095
Duty (AF)			30.10

The transmission loss associated with this right is not transferable or protectable instream. The following tables show the amount of water that is protectable for instream leases and instream transfers, under the October 31, 1900 priority date. (Please contact the Department if you prefer to protect water instream under the combined October 31, 1900 and December 2, 1907 priority dates.) To prevent enlargement and injury, the instream use has been modified from the authorized season of April 1 through October 31, to April 1 through October 26.

From POD #11 to Lake Billy Chinook	
Season 1 Rate (CFS)	0.022
Season 2 Rate (CFS)	0.029
Season 3 Rate (CFS)	0.054
Maximum Volume (AF)	17.39

RECEIVED BY OWRD

APR 26 2016

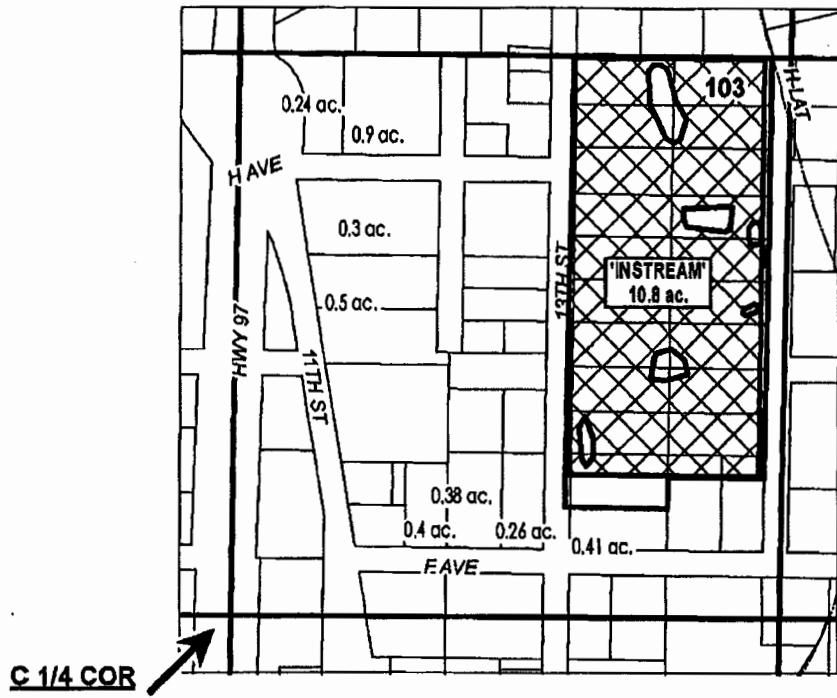
SALEM, OR

**DESCHUTES COUNTY
SEC.16 T14S R13E**

SCALE - 1" = 400'






SW 1/4 OF THE NE 1/4



RECEIVED BY CLYD

APR 20 2016

SALEM, OR

	EXISTING WATER RIGHTS
	INSTREAM LANDS
	PARCELS W/ WATER RIGHTS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: COID QUITCLAIM

TAXLOT #: 103

10.8 ACRES

DATE: 4/8/2016

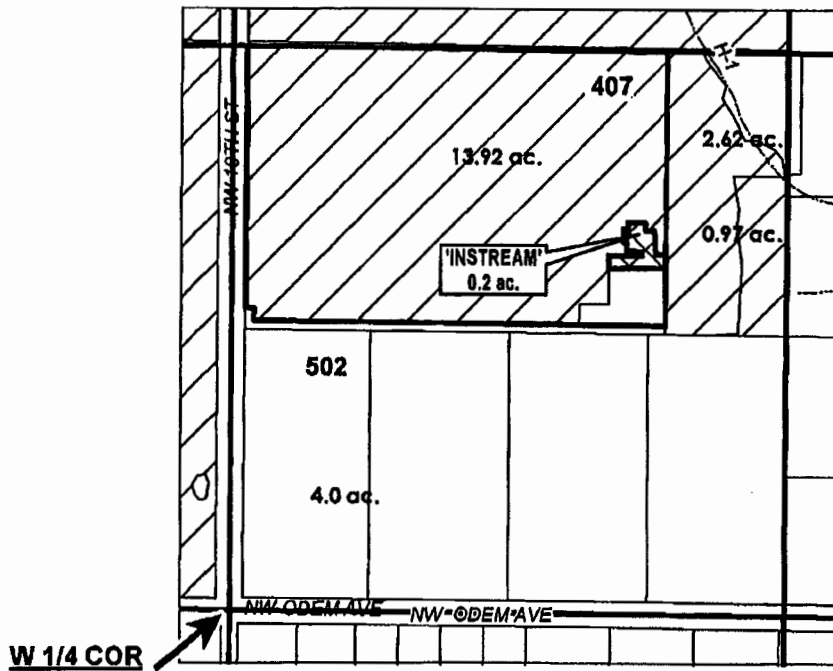
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DESCHUTES COUNTY
SEC.21 T14S R13E

SCALE - 1" = 400'



SW 1/4 OF THE NW 1/4



RECEIVED
JUN 14 2016
SALEM, OR

# ac.	INSTREAM PARCELS
	EXISTING WATER RIGHTS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: COID QUITCLAIM

TAXLOT #: 407

0.2 ACRES

Date: 4/8/2016

FILE: I:\TRANSFER\INSTREAM\INSTRM16\COID\141321_SWNW

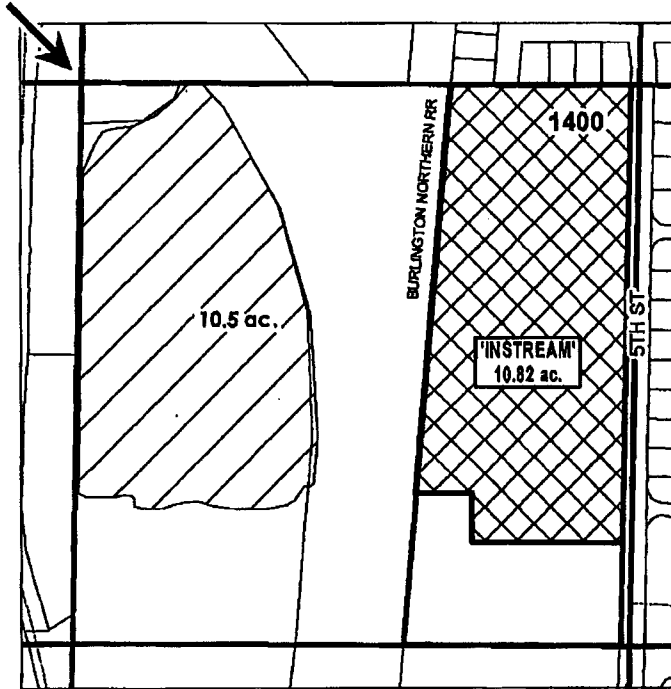
**DESCHUTES COUNTY
SEC.03 T15S R13E**

SCALE - 1" = 400'



NW 1/4 OF THE SW 1/4



W 1/4 COR



RECEIVED S. OWAD

APR 8 2016

SALEM, OR

	EXISTING WATER RIGHTS
	INSTREAM LANDS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: COID/QUITCLAIM

TAXLOT #: 1400

10.82 ACRES

DATE: 4/8/2016

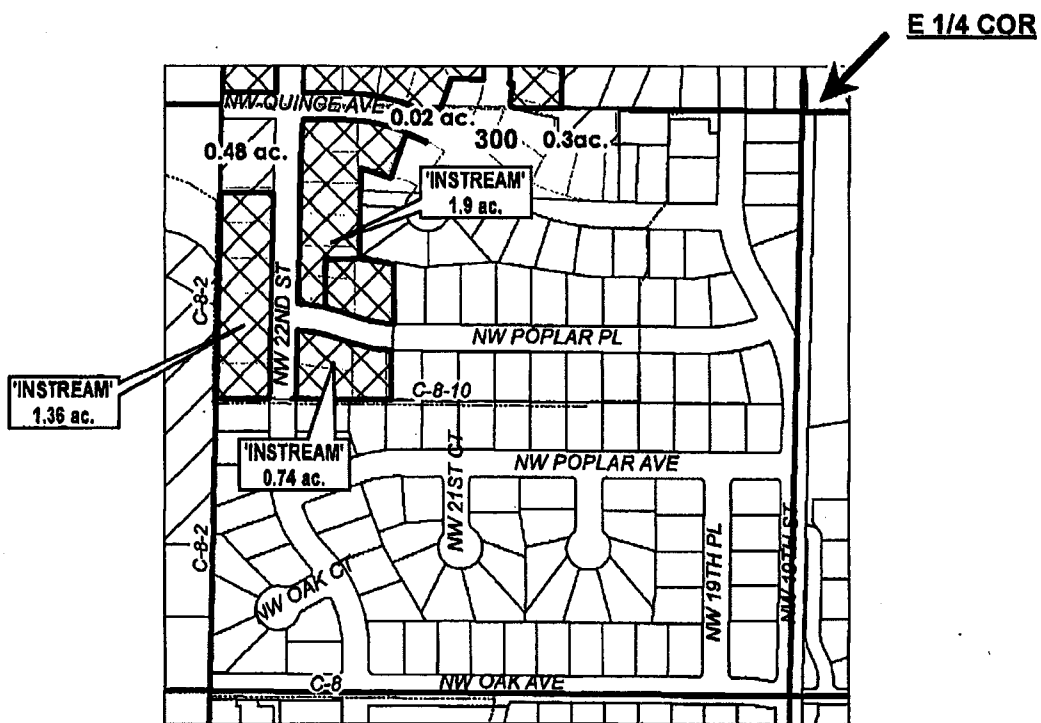
FILE: I:\TRANSFER\INSTREAM\INSTRM18\COID\151303_NWSW

DESCHUTES COUNTY
SEC.05 T15S R13E

SCALE - 1" = 400'



NE 1/4 OF THE SE 1/4



RECEIVED BY CWT/D

APR 28 2016

SALEM, OR

	EXISTING WATER RIGHTS
	INSTREAM LANDS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: COID QUITCLAIM

TAXLOT #: 300

4.0 ACRES

DATE: 4/11/2016

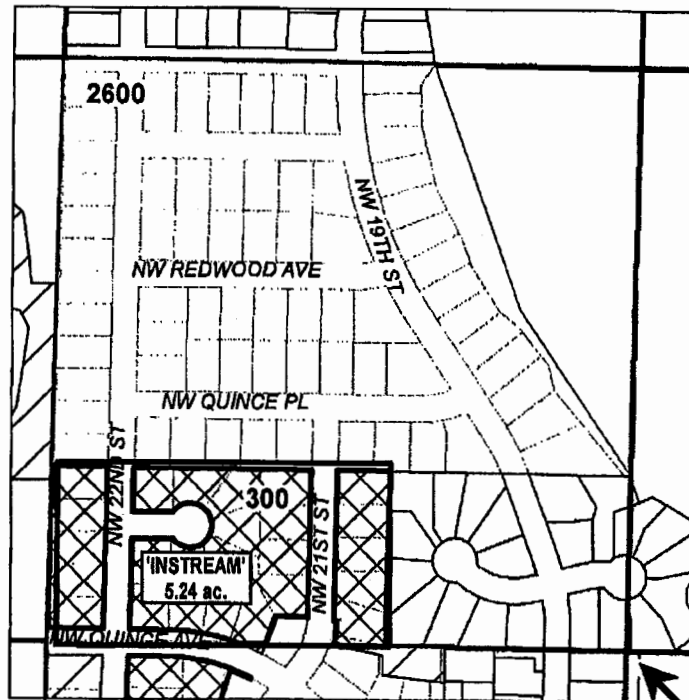
FILE: I:\TRANSFER\UNSTREAM\UNSTRM16\COID\161305_NESE

**DESCHUTES COUNTY
SEC.05 T15S R13E**

SCALE - 1" = 400'



SE 1/4 OF THE NE 1/4





E 1/4 COR

RECEIVED BY C.O.W.D.

APR 20 2016

SALEM, OR

	INSTREAM LANDS
	PARCELS W/ WATER RIGHTS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: COID QUITCLAIM

TAXLOT #: 300

5.24 ACRES

DATE: 4/11/2016

FILE: I:\TRANSFER\INSTREAM\INSTRM16\COID151308_SENE

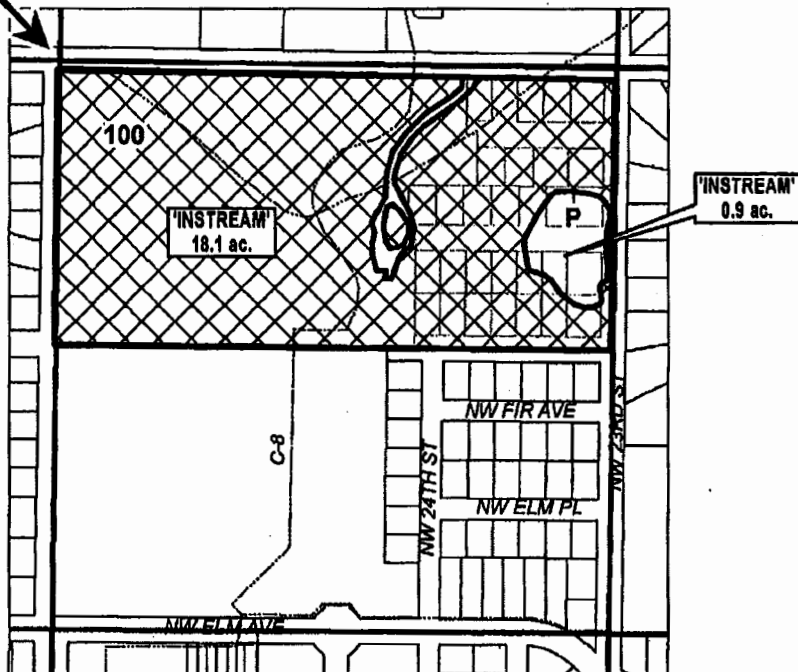
DESCHUTES COUNTY SEC.08 T15S R13E

SCALE - 1" = 400'



NW 1/4 OF THE SE 1/4

C 1/4 COR



RECEIVED BY OATNB

APR 27

SALEM, OR

	EXISTING WATER RIGHTS
	INSTREAM LANDS
	POND



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: COID/QUITCLAIM

TAXLOT #: 100

18.1 ACRES (IRR) 0.9 AC (POND)

DATE: 4/8/2016

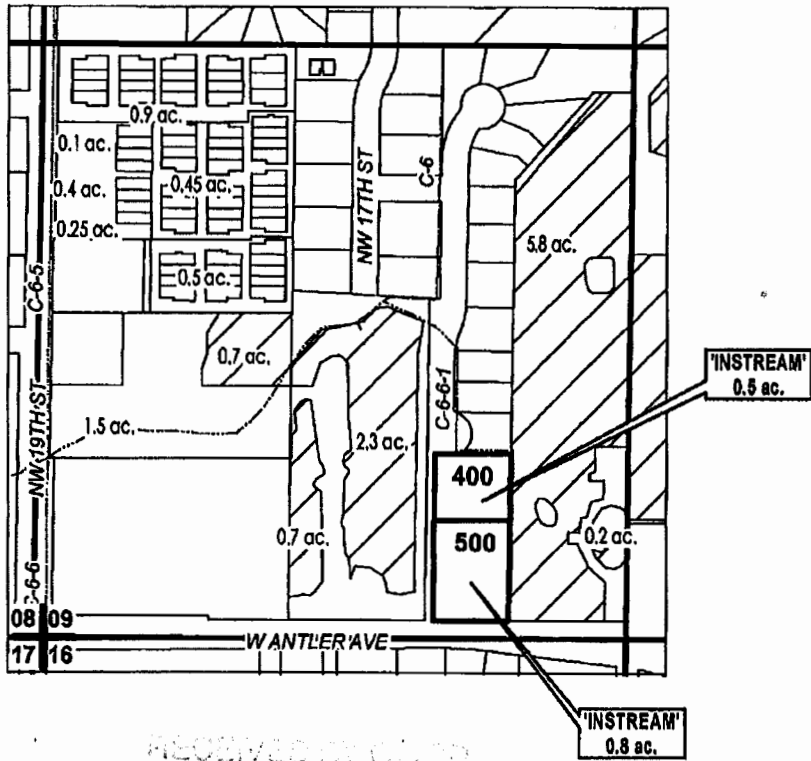
FILE: I:\TRANSFER\INSTREAM\NSTRM16\COID\161308_NWSE

DESCHUTES COUNTY SEC.09 T15S R13E

SCALE - 1" = 400'



SW 1/4 OF THE SW 1/4



RECEIVED BY [unclear]

[unclear]

[unclear]

	EXISTING WATER RIGHTS
# ac.	INSTREAM PARCELS
# ac.	PARCELS W/ WATER RIGHTS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: COID QUITCLAIM

TAXLOT #: 400, 500

1.3 ACRES

DATE: 4/8/2016

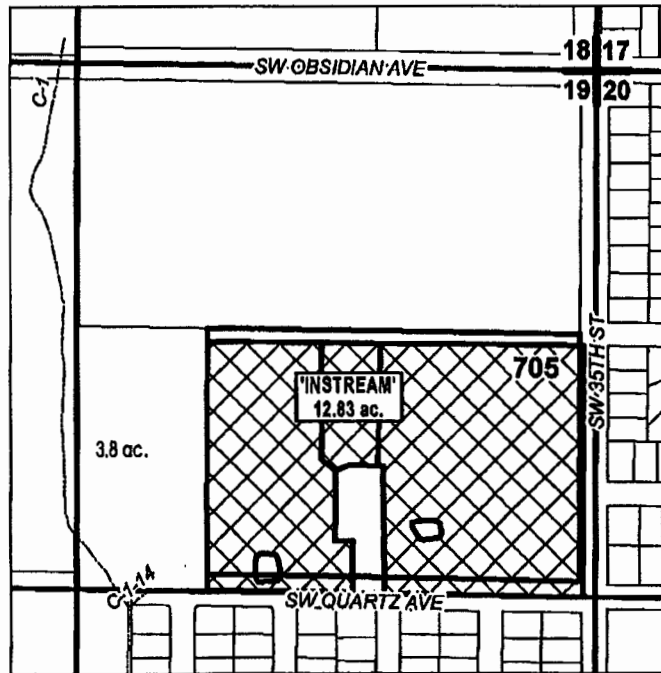
FILE: I:\TRANSFER\INSTREAM\INSTRM10\COID\151308_SWNE

**DESCHUTES COUNTY
SEC.19 T15S R13E**


SCALE - 1" = 400'



NE 1/4 OF THE NE 1/4



RECEIVED BY [illegible]

	INSTREAM LANDS
# ac.	PARCELS W/ WATER RIGHTS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: COID QUITCLAIM

TAXLOT #: 705

12.83 ACRES

DATE: 4/8/2016

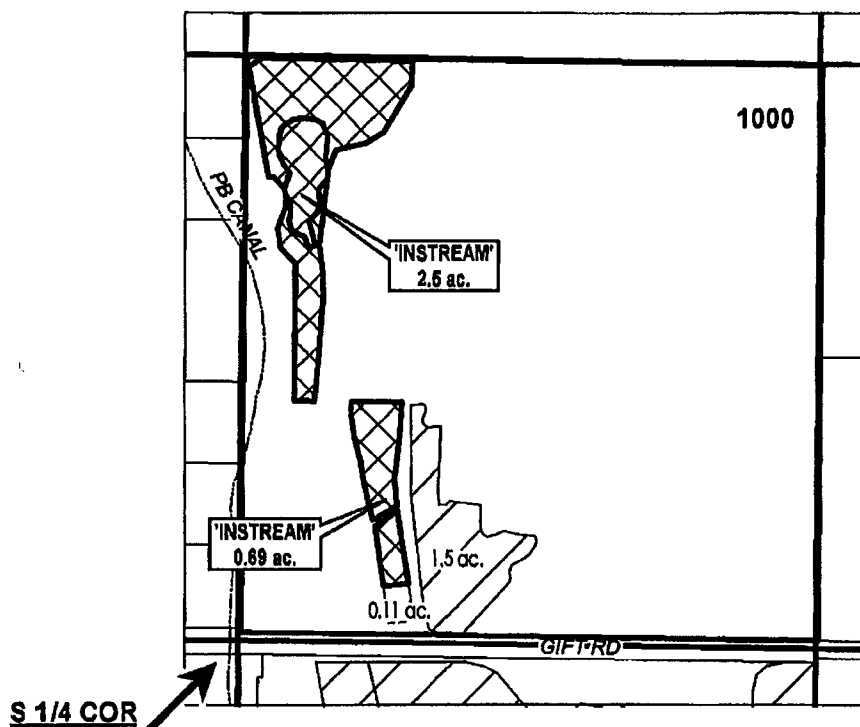
FILE: I:\TRANSFER\INSTREAM\NSTRM16\COID151319_NENE

DESCHUTES COUNTY SEC.14 T16S R12E

SCALE - 1" = 400'



SW 1/4 OF THE SE 1/4



RECEIVED BY O.I.D.

APR 06 2016

SALEM, OR

	EXISTING WATER RIGHTS
	INSTREAM LANDS

CENTRAL OREGON



IRRIGATION DISTRICT

APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: CENTRAL OREGON IRRIGATION DISTRICT

TAXLOT #: 1000

3.19 ACRES

DATE: 4/11/2016

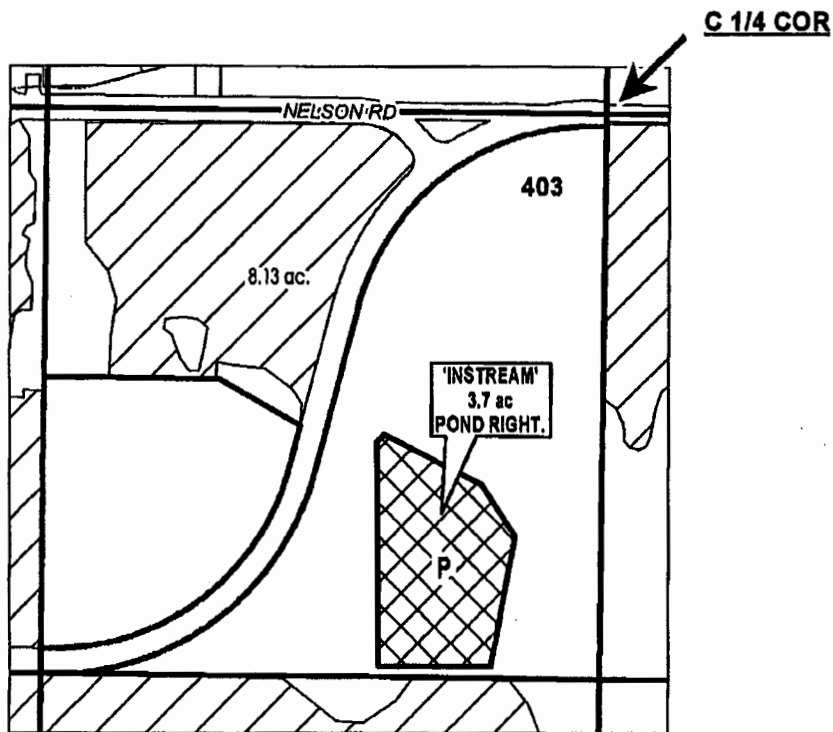
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**DESCHUTES COUNTY
SEC.20 T17S R13E**

SCALE - 1" = 400'



NE 1/4 OF THE SW 1/4



RECEIVED BY _____

DATE _____

BY _____

	EXISTING WATER RIGHTS
	INSTREAM POND RIGHT



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: COID QUITCLAIM

TAXLOT #: 403

3.7 ACRES POND RIGHT

DATE: 4/8/2016

FILE: I:\TRANSFER\INSTREAM\NSTRM18\COID171320_NESW

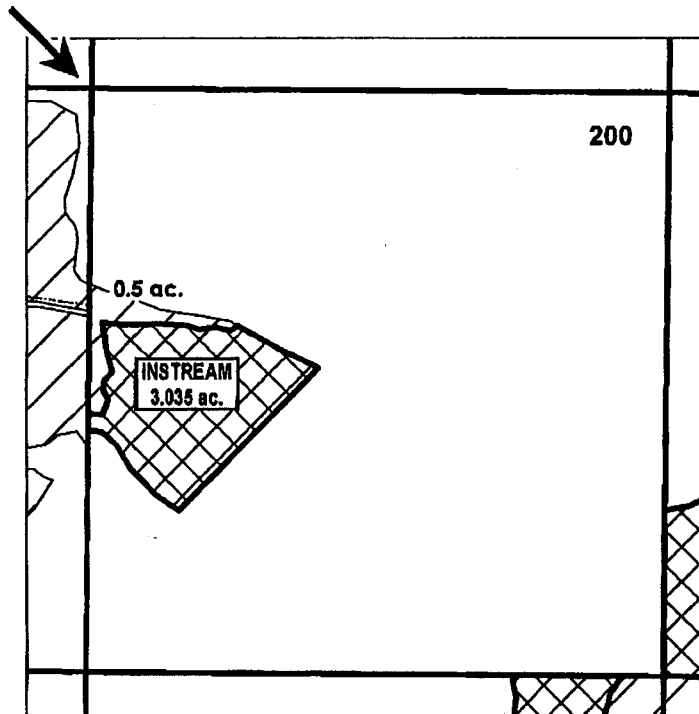
**DESCHUTES COUNTY
SEC.12 T18S R13E**



SCALE - 1" = 400'



NW 1/4 OF THE NE 1/4

N 1/4 COR



	EXISTING WATER RIGHTS
	INSTREAM LANDS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: CENTRAL OREGON IRRIGATION DISTRICT

TAXLOT #: 200

3.035 ACRES

Date: 4/11/2016

Central Oregon Irrigation District			
IL-2016-21			
Water Right Changes for Instream Maps			
TRS	QQ	AC	OWRD #
141316	SWNE	0.38 ac Exited	T-11110
141321	SWNW	3.0 ac Exited	T-10712
151303	NWSW	3.1 ac Off	T-11950
151303	NWSW	6.4 ac Exited	T-10391
151303	NWSW	1.18 ac Off	T-11467
151303	NWSW	2.0 ac Exited	T-10826
151305	NESE	1.6 ac Exited	T-11921
151305	NESE	6.15 ac Exited	T-10257
151305	SENE	4.50 ac Exited	T-10544
151305	SENE	20.56 ac Exited	T-11921
151308	NWSE	1.48 ac Exited	T-11921
151309	SWSW	0.50 ac Off	T-10995
151309	SWSW	2.20 ac Off	T-11509
151309	SWSW	0.15 ac Off	T-10479
151319	NENE	11.31 ac Exited	T-11090
151319	NENE	0.40 ac Off	T-11158
151319	NENE	0.6 ac Exited	T-10826
151319	NENE	3.36 ac Exited	T-11110
171320	NESW	5.795 ac Off	T-11283
171320	NESW	1.60 ac Off	T-11172
171320	NESW	11.905 ac Off	T-11166
161214	SWSE	2.30 ac On	T-11467
161214	SWSE	1.00 ac Off	T-11467
161214	SWSE	2.00 ac On	T-10995
161214	SWSE	11.63 ac Exited	T-10845
161214	SWSE	0.50 ac On	T-10740
161214	SWSE	1.00 ac On	T-10506
181312	NWNE	0.965 ac Off	T-11283
181312	NWNE	1.80 ac Off	T-10913
181312	NWNE	2.40 ac Off	T-10661

RECEIVED BY OWRD

APR 25 2016

SALEM, OR

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

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Desert Rose Park LLC, releases and quitclaims to Central Oregon Irrigation District all rights, title and interest in the following: By this agreement and signed transfer application form, Grantor, the owner of the lands described as follows: All of Blocks 118, 119, 134 and 135 and lots 5 through and including 28 in Block 120, and Lots 7 through and including 32 in Block 133, TOWNSITE OF HELEMAN, Deschutes County, Oregon. TOGETHER WITH those portions of vacated streets and avenues which inured to said lots by Vacation Ordinance dated November 8, 1971; release their claim and responsibility for 10.80 acres of Central Oregon Irrigation District water rights that are appurtenant to the lands as described above, to Central Oregon Irrigation District. Central Oregon Irrigation District may elect to complete the transfer application and submit it to the Water Resources Department for approval of use of the water right at a new location and/or use. Central Oregon Irrigation District may attach this agreement to the Oregon Water Resources Department's lease form and file with the District's annual Short Term Water Right Lease Agreement.

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

Furthermore, upon signing of this agreement and the accompanying transfer application, Desert Rose Park LLC shall no longer be liable for any district assessment or charges pertaining to the 10.80 acres of water right incurred after the date of signing. The water right in question is further described as a portion of certificate # 76358, priority of 1900 and 1907, located: -14-13-16 SW NE 00103.

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

Consideration for this Quitclaim is \$9,720.00. (Paid by the City of Redmond)

Grantor: Flora D. Kelley Date 4/30/02
Date _____

State of Oregon
County of Deschutes

Personally appeared the above named and acknowledged the forgoing instrument to be her voluntary act and deed.
Acknowledge Flora D. Kelley as member of Desert Rose Park LLC

Leslie Clark
My commission expires 2-6-2006

MAIL TAX STATEMENT
TO: NO CHANGE



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

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENNELLON, COUNTY CLERK

2002-27857



\$31.00

05/22/2002 12:17:52 PM

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

2000-44980-1

Unless Otherwise Requested, All
Tax Statements Shall Be Sent To:
DESERT ROSE PARK, LLC
PO BOX 1668
REDMOND OR 97756

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

BARGAIN AND SALE DEED

DESERT ROSE GARDENS, L.L.C., an Oregon limited liability company, Grantor, grants, bargains, sells and conveys unto DESERT ROSE PARK, LLC, an Oregon limited liability company, Grantee, an undivided the following described real property, situated in the County of Deschutes, State of Oregon, to-wit:

All of Blocks One Hundred Eighteen (118), One Hundred Nineteen (119), One Hundred Thirty-Four (134), and One Hundred Thirty-Five (135), and Lots Five through and including Twenty-Eight (5 - 28) of Block One Hundred Twenty (120); and Lots Seven through and including Thirty-Two (7 - 32) of Block One Hundred Thirty-Three (133), TOWNSITE OF HILLMAN, Deschutes County, Oregon. TOGETHER WITH these portions of vacated streets and avenues which inured to said Lots, by vacation ordinance dated November 8, 1971.

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

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

DATED this 3rd day of November, 2000.

GRANTOR:

DESERT ROSE GARDENS, L.L.C.,
an Oregon limited liability company

By: B. Barton
Brenda Barton, Manager

STATE OF OREGON)
) ss.
County of Deschutes)

On this 3rd day of November, 2000, personally appeared before me the above-named Brenda Barton and, being first duly sworn, did say that she is the manager of DESERT ROSE GARDENS, L.L.C., an Oregon limited liability company, and that the instrument was signed in behalf of said company by authority of its operating agreement; and acknowledged said instrument to be her voluntary act and deed.



La Naya Grandall
Notary Public for Oregon

RECORDED BY [unclear] BRYANT, EMERSON & FITCH
ATTORNEYS AT LAW
886 WEST EVERGREEN AVENUE
P.O. BOX 457
REDMOND, OREGON 97758-0103
TELEPHONE (541) 848-3121
FAX (541) 848-1895

SALEMAN OR

VOL: 2000 PAGE: 44980
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



*2000-44980 * Vol-Page

Printed: 11/06/2000 11:19:53

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: Nov. 6, 2000; 11:19 a.m.

RECEIPT NO: 28192

DOCUMENT TYPE: Deed

FEE PAID: \$31.00

NUMBER OF PAGES: 1

Mary Sue Penhollow

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

RECEIVED BY OWNER

APR 11 2001

SALEM, OR

36-
4/10
CENTRAL OREGON IRRIGATION DISTRICT
2598 North Highway 97
Redmond, OR 97756

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Piculell/Mayberry Group, releases and quitclaims to Central Oregon Irrigation District all rights, title and interest in the following: By this agreement and signed transfer application form, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 13.20 acres of Central Oregon Irrigation District water rights that are appurtenant to the lands listed in Exhibit A, to Central Oregon Irrigation District. Central Oregon Irrigation District may elect to complete the transfer application and submit it to the Water Resources Department for approval of use of the water right at a new location and/or use. Central Oregon Irrigation District may attach this agreement to the Oregon Water Resources Department's lease form and file with the District's annual Short Term Water Right Lease Agreement.

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

Furthermore, upon signing of this agreement and the accompanying transfer application, Piculell/Mayberry Group shall no longer be liable for any district assessment or charges pertaining to the 13.20 acres of water right incurred after the date of signing. The water right in question is further described as a portion of certificate # 76358, priority of 1900 and 1907, located: 15-13-05 SE NE 00300 (6.8 acres water); 15-13-05 NE SE 00300 (6.4 acres water).

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

Consideration for this Quitclaim is \$11,880.00. (Paid by the City of Redmond)

Grantor:

Tucker E. Mayberry, Partner Date 5/14/02
Arthur C. Piculell Jr., Partner

State of Oregon
County of Deschutes Multnomah

This instrument was acknowledged before me on May 14, 2002 by Tucker E. Mayberry and Arthur C. Piculell Jr. as Partners on behalf of Piculell/Mayberry Group. (Authority)

Deborah Mellis
My commission expires 6-18-2008

MAIL TAX STATEMENT
TO: NO CHANGE

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



DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLOW, COUNTY CLERK

2002-27773



\$38.00

000700120020027773000000
D-D Cnt=1 Str=4 SHIRLEY
\$10.00 \$11.00 \$10.00 \$5.00

05/22/2002 11:08:30 AM

EXHIBIT "A"

LEGAL DESCRIPTION

The North Half of the Northeast Quarter of the Southeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$); and the South 396 feet more or less of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Five (5), TOWNSHIP FIFTEEN (15) SOUTH, RANGE THIRTEEN (13), EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon.

EXCEPTING THEREFROM description of a parcel of land situate in a portion of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Five (5), TOWNSHIP FIFTEEN (15) SOUTH, RANGE THIRTEEN (13), EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, more particularly described as follows:

Commencing at a bolt monumenting the East Quarter (E $\frac{1}{4}$) corner of Section Five (5), TOWNSHIP FIFTEEN (15) SOUTH, RANGE THIRTEEN (13), EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, the initial point as well as the true point of beginning; thence North 00° 36' 02" East along the east line of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Five (5) 396.00 feet to the North line of a parcel of land described in Deschutes County Deeds, Volume 48, Page 273; thence North 89° 53' 57" West along said North line 550.02 feet; thence South 00° 36' 02" West 396.00 feet to the South line of the Southeast Quarter (SE $\frac{1}{4}$) of said Northeast Quarter (NE $\frac{1}{4}$); thence South 89° 53' 57" East along said South line 550.02 feet to the point of beginning.

EXCEPTING THEREFROM MOUNTAIN GLENN - PHASE ONE and MOUNTAIN GLENN - PHASE TWO, Deschutes County, Oregon.

RECEIVED

APR 10 1988

SALES

2000-12918-1

RECORDED BY
WESTERN TITLE & ESCROW CO.

41
Until a change is requested,
send all tax statements to:
Grantee
3236 S.W. Kelly Avenue, Ste 105
Portland, OR 97201-4679

After recording, return to:
Stephen D. Dixon, Attorney
Merrill O'Sullivan, LLP
1080 N.W. Bond, Suite 303
Bend, OR 97701

STATUTORY WARRANTY DEED

The true and actual consideration for this transfer stated in terms of dollars is
\$685,000.00

Freeman A. Proctor, Jr. and Joan L. Proctor, husband and wife, Grantor,
conveys and warrants to The Piculell/Mayberry Group, a partnership comprised of
the Mayberry Group, Inc., an Oregon corporation, and Arthur C. Piculell, Jr.,
Grantee, the following-described real property located in Deschutes County, Oregon,
free of encumbrances except as specifically set forth herein:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE
MADE A PART HEREOF.

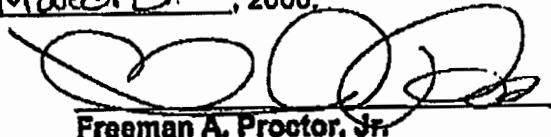
Tax Lot No.: ~~45-13-5-300~~; Serial No. 129454, Code 2-4

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.

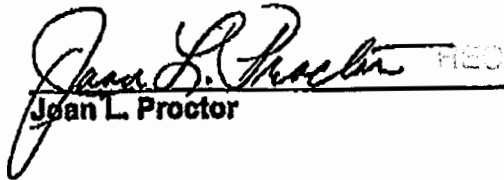
305742-NB

By execution of this instrument, Grantor certifies that they are not a "foreign
person" as that term is defined in the Internal Revenue Code, Section 1445.

DATED this 30 day of March, 2000.



Freeman A. Proctor, Jr.



Joan L. Proctor

RECEIVED BY OWARD

APR 26 2000

SALEM, OR

MERRILL O'SULLIVAN, LLP

Statutory Warranty Deed

ATTORNEYS AT LAW
1079 NW BOND ST., SUITE 303
BEND, OR 97701

Page 1

L:\WPDOCS\SDO\FREAL-EST\Proctor\WanDeed.doc

VOL: 2000 PAGE: 12918
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



*2000-12918 * Vol-Page

Printed: 04/03/2000 16:11:13

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: Apr. 3, 2000; 3:55 p.m.

RECEIPT NO: 19102

DOCUMENT TYPE: Deed

FEE PAID: \$41.00

NUMBER OF PAGES: 3

Mary Sue Penhollow
MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

RECEIVED BY CLERK

APR 3 2000

SALEM, OR

200-12918-2

STATE OF OREGON, County of Deschutes) ss.

On the 30 day of March, 2000, the above-named **Freeman A. Proctor, Jr.**, appeared and acknowledged the foregoing instrument to be his voluntary act and deed.



Vicki L. Bulkley
Notary Public for Oregon

STATE OF OREGON, County of Deschutes) ss.

On the 30 day of March, 2000, the above-named **Joan L. Proctor**, appeared and acknowledged the foregoing instrument to be her voluntary act and deed.



Vicki L. Bulkley
Notary Public for Oregon

RECEIVED BY OWNER

MAR 30 2000

SALEM, OR
Page 2

Statutory Warranty Deed

MERRILL O'SULLIVAN, LLP

ATTORNEYS AT LAW
1070 NW BOND ST., SUITE 303
BEND, OR 97701

L:\PDOOS\SD\REAL-EST\Proctor\WarrDeed.doc

200-12918.3

EXHIBIT "A"
(Proctor - Piculell / Mayberry Group)

County of Deschutes, State of Oregon:

The North- $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; and the South 398 feet more or less of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 5, Township 15 South, Range 13 East, W.M., Deschutes County, Oregon.

Excepting therefrom the following described property:

Commencing at a bolt monumenting the East quarter (E $\frac{1}{4}$ corner of Section Five (5)), TOWNSHIP FIFTEEN (15) SOUTH, RANGE THIRTEEN (13) EAST OF THE WILLAMETTE MERIDIAN, the Initial Point as well as the true point of beginning; thence North 00° 38' 02" East along the East line of the Northeast quarter (NE $\frac{1}{4}$) of said Section Five (5) 398.00 feet to the North line of a parcel of land described in Deschutes County Deeds, Volume 48, Page 273; thence North 89° 53' 57" West along said North line 550.02 feet; thence South 00° 38' 02" West 398.00 feet to the South line of the Southeast quarter (SE $\frac{1}{4}$) of said Northeast quarter (NE $\frac{1}{4}$); thence South 89° 53' 57" East along said South line, 550.02 feet to the point of beginning.


SUBJECT TO:

1. The herein described property has been disqualified from special assessment as farm use land and is currently assessed at true cash (market) value. ORS 308.382 et seq. provides that if the property is converted to a use inconsistent with its return to farm purposes, potential tax in the amount of \$1,476.26 will become due and payable. Grantor agrees that if any tax is owing in connection with the property due to this disqualification from special assessment of farm use land, Grantor shall pay said tax.
2. Regulations, including levies, liens, assessments, water and irrigation rights and easements for ditches and canals of Central Oregon Irrigation District.
3. The rights of the public in and to that portion of the herein described property lying within the limits of NW 19th Street.
4. The existence of roads, railroads, irrigation ditches and canals, telephone, telegraph and power transmission facilities.
5. Reservations, as disclosed in Deed,
Recorded: August 31, 1917
Volume: 21
Page: 373, Deed Records.
6. Reservations, as disclosed in Deed,
Recorded: February 27, 1919
Volume: 24
Page: 477, Deed Records.

RECORDED

APR 1919

SECTION 5

After recording, Return to: Order Number: 83000
 Western Title & Escrow 360 SW Bond, Suite 100 Bend, OR 97702
Ronald H Wiegler & Dolores A Wiegler 1505 NW Odam Avenue Terrebonne, OR 97760
If a change is requested, all tax statements shall be sent to the following address:
Same as Above

Deschutes County Official Records	2014-001395
D-D	01/14/2014 03:01:19 PM
Str=4 BN	\$5.00 \$11.00 \$10.00 \$8.00 \$21.00
	\$53.00
I, Nancy Blankenship, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Clerk records. Nancy Blankenship - County Clerk	

Reserved for Recorder's Use

STATUTORY WARRANTY DEED

Maxine D. Wiegler aka Maxine Wiegler, Grantor convey and warrant to Ronald H Wiegler and Dolores A Wiegler, as tenants by the entirety, Grantees the following described real property free of encumbrances except as specifically set forth herein:

Parcel 1, Partition Plat No. 2013-23, Deschutes County, Oregon.

Account: 128219
 Map & Tax Lot: 14-13-21-00-00402

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

The true consideration for this conveyance is **\$93,000.00**. (Here comply with requirements of ORS 93.030.)

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.

Executed this 8 day of January, 2014

Maxine D. Wiegler
 Maxine D Wiegler

State of Oregon, County of Deschutes) ss.

This instrument was acknowledged before me on this 8 day of January, 2014 by Maxine D Wiegler.

Angelique J White
 Notary Public for the State of Oregon
 My commission expires: June 01, 2015

Return to Western Title & Escrow



RECEIVED BY OWAID

APR 04 2014

SALEM, OR

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



After recording return to:
Mark J. Rhodes
1709 Westmoor Drive
Austin, TX 78723

Until a change is requested all tax
statements shall be sent to the
following address:
Mark J. Rhodes
1709 Westmoor Drive
Austin, TX 78723

File No.: 7061-2396825 (CS)
Date: February 20, 2015

6375

STATUTORY WARRANTY DEED

Pamela Rose-Anne Bridewell, Grantor, conveys and warrants to **Mark J. Rhodes and Roni L. Anson not as tenants in common, but with rights of survivorship**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Subject to:

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 **\$74,900.00**. (Here comply with requirements of ORS 93.030)

THIS SPACE RESERVED FOR RECORDER'S USE

Deschutes County Official Records **2015-006775**
D-D
Stn=4 BN **02/27/2015 12:29:57 PM**
\$15.00 \$11.00 \$10.00 \$6.00 \$21.00 **\$63.00**

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

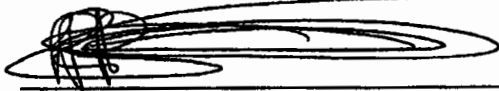
RECORDED BY CMTD

APR 28 2015

SALEM, OR

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 27 day of February, 2015.



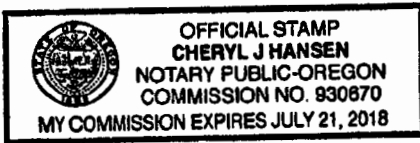
Pamela Rose-Anne Bridewell

STATE OF Oregon)
)ss.
County of Deschutes)

This instrument was acknowledged before me on this 27 day of February, 2015 by **Pamela Rose-Anne Bridewell**.

Cheryl J. Hansen

Notary Public for Oregon
My commission expires: 7-21-2018



RECEIVED BY CLERK

APR 29 2015

SALEM, OR

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Deschutes, State of Oregon, described as follows:

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4 SW1/4) OF SECTION 9, TOWNSHIP 15 SOUTH, RANGE 13, EAST OF THE WILLAMETTE MERIDIAN, CITY OF REDMOND, DESCHUTES COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT A BRASS CAP MONUMENTING THE SOUTHWEST CORNER OF SAID SECTION 9, THE INITIAL POINT; THENCE NORTH 89°34'32" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4 SW1/4) OF SAID SECTION 9, 902.54 FEET; THENCE NORTH 00°13'30" EAST, 40.00 FEET TO A 3/4" PIPE ON THE NORTH RIGHT OF WAY LINE OF ANTLER AVENUE; THENCE SOUTH 89°34'32" WEST ALONG SAID RIGHT OF WAY LINE, 5.00 FEET; THENCE NORTH 00°13'30" EAST ALONG THE WEST LINE OF SAID PARCEL DESCRIBED IN DEEDS VOLUME 318, PAGE 692, 224.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°13'30" EAST ON THE PROLONGATION OF SAID WEST LINE, 149.00 FEET TO A 1/2" PIPE; THENCE NORTH 89°34'32" EAST PARALLEL WITH SAID SOUTH LINE, 171.74 FEET TO A 1/2" PIPE ON THE PROLONGATION OF THE EAST LINE OF SAID PARCEL DESCRIBED IN VOLUME 318, PAGE 692, AND THE WEST LINE OF A PARCEL DESCRIBED IN SAID DEEDS VOLUME 266, PAGE 744, AS MONUMENTED BY E.G. MANSFIELD'S MAY 19, 1975 SURVEY; THENCE SOUTH 00°22'34" WEST ALONG SAID PROLONGATION AND WEST LINE, 149.00 FEET TO THE NORTH LINE OF SAID PARCEL DESCRIBED IN VOLUME 318, PAGE 692; THENCE SOUTH 89°34'32" WEST ALONG SAID NORTH LINE 171.34 FEET (CITED IN SAID DEED AS 170.00 FEET) TO THE POINT OF BEGINNING.

NOTE: This Legal Description was created prior to January 01, 2008.

RECEIVED

APR 10 2008

SALEM, OR



DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2008-14089



\$36.00

00000420200800140890020023
D-D Cnt=1 Str=1 BN
\$10.00 \$11.00 \$10.00 \$5.00

03/31/2008 12:01:24 PM

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

MAIL TAX STATEMENT
TO: NO CHANGE

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

Grantor, Gibson Airpark, L.L.C., the rightful owner of real property referenced herein, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in water rights appurtenant the land described as: Parcel One (1) of Partition Plat 2007-23, recorded April 10, 2007, in Cabinet 3, Page 421, Deschutes County, Oregon ("Subject Land") and commonly known as: 17-13-20 NE SW 403. Grantor further releases claim and responsibility for the primary and supplemental irrigation and pond water rights appurtenant to the Subject Land, being 19.30 acres Irrigation and 3.70 acres Pond, more or less, of water rights issued on Certificates in the name of Central Oregon Irrigation District and to any other water rights that are specifically appurtenant to the Subject Land.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 23.0 acres of water rights.

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

Consideration for this Quitclaim: \$46,000.00

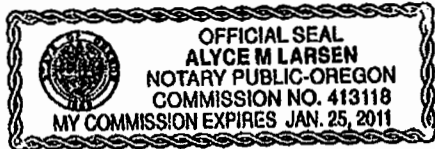
DATED this 26th day of March, 2008.

Grantor: Patrick Gisler for Gibson Airpark, LLC
Patrick Gisler for Gibson Airpark, LLC

Recorded by Western Title as an accommodation only. No liability accepted for condition of title or validity, sufficiency or affect of document. B

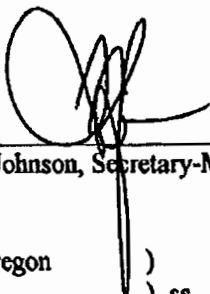
State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on March 26, 2008 by Patrick Gisler as Manager for Gibson Airpark, LLC.



Alyce M. Larsen
Notary Public for Oregon

Grantee:

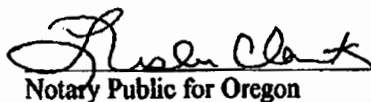


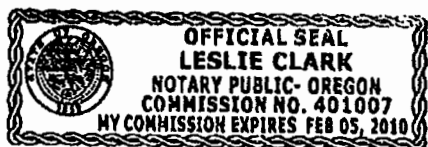
Date 27 March 2008

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on March 27, 2008 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.


Notary Public for Oregon



RECEIVED BY OWARD

APR 20 2008

SALEM, OR



IRRIGATION DISTRICT REPORT

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

February 6, 2008
Title Number : 105265
Title Officer : KRISTIN PROVOST
Fee : \$150.00

Attn: LESLIE CLARK

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

Parcel One (1) of Partition Plat 2007-23, recorded April 10, 2007, in Cabinet 3, Page 421, Deschutes County, Oregon.

and dated as of January 25, 2008 at 7:30 a.m.

We find that the last deed of record runs to:

GIBSON AIRPARK, L.L.C.

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
Amount: \$155,000.00
Dated: July 25, 1997
Recorded: August 1, 1997
Book-Page: 457-0013, Deschutes County Records
Grantor: Patrick M. Gisler and Harold David Morris
Trustee: Gregory P. Lynch
Beneficiary: Marjorie Gibson
(Includes Other Property)

The beneficial interest under said Deed of Trust was assigned of record by instrument

Recorded: November 19, 1997
Book-Page: 470-1371, Deschutes County Records
Assigned to: Marjorie Hannah Gibson, Trustee, or the Successor Trustee, of the Marjorie Hannah Gibson Trust, dated September 23, 1997

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 1-003 Map and Tax Lot Number 17 13 20 00 00403
Account No. 257080

NOTE: The 2007-2008 Taxes: \$102.29, Paid in full.

RECEIVED BY OWNER

APR 10 2008

SALM OR

MAIL TAX STATEMENT
TO: NO CHANGE

R007436ARL



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

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Billie W. Gale, as to an undivided 51.5% Interest and Libra Mtn Development, LLC as to an undivided 48.5% Interest, owner of the lands described as The South Half of the Northeast Quarter of the Northeast Quarter (S 1/2 NE 1/4 NE 1/4) of Section Nineteen (19), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon. EXCEPTING THEREFROM the West Half of the Southwest Quarter of the Northeast Quarter of the Northeast Quarter (W 1/2 SW 1/4 NE 1/4 NE 1/4) of Section Nineteen (19), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon; releases and quitclaims to Central Oregon Irrigation District all rights, title and interest in 12.83 acres of Central Oregon Irrigation District water rights that are appurtenant to the lands described. No such transfer or sale of said water and water rights shall be allowed without the written consent of COID. Such consent shall be at the sole discretion of COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31, 1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-19 NE NE 705.

Central Oregon Irrigation District may elect to complete the transfer application and submit it to the Water Resources Department for approval of use of the water rights at a new location and/or use. Central Oregon Irrigation District may attach this agreement to the Oregon Water Resources Department's lease form and file with the District's annual Short Term Water Right Lease Agreement.

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

Grantor shall remain liable for any district assessment or charges pertaining to the 12.83 acres of water rights incurred until the date of signing and subsequent completion of the transfer of water.

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

Consideration for this Quitclaim: COID to process transfer, consideration to be paid to Grantor by water right buyer.

Grantor:

Billie W. Gale Date 11-30-05
Billie W. Gale

[Signature] Date 11/29/05
Libra Mtn Development, LLC

RECEIVED BY COID

After recording, return to
Amerititle
15 OREGON AVENUE, BEND

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2005-82273



\$36.00

00410105200500022730020020

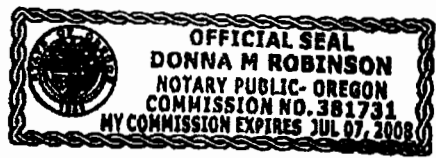
11/30/2005 12:25:10 PM

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on 11-30-05 by Billie W. Gale

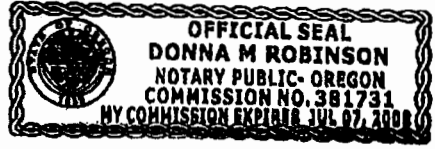
Donna M Robinson
Notary Public



State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on 11-29-05 by Tim Larkin
as Member for Libra Mtn Development LLC.

Donna M Robinson
Notary Public



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

Date 11/29/2005

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on November 29, 2005 by Steven C. Johnson as Secretary-Manager
for Central Oregon Irrigation District.

Leslie Clark
Notary Public



RECEIVED BY CWRD

NOV 30 2005
SUN 11:08 AM
SUN 11:08 AM

RD07436RR-36



DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2005-82274
\$38.00
11/30/2005 12:23:10 PM
D-D Cnt=1 Str=2 SUEBO
THIS \$10.00 \$11.00 \$10.00 \$5.00

After recording return to:
Obsidian Development Partners, LLC
1790 SW 23rd Street
Redmond, OR 97756

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

Obsidian Development Partners, LLC
1790 SW 23rd Street
Redmond, OR 97756

Escrow No. RD07436RR
Title No. 074369

SWD

STATUTORY WARRANTY DEED

Billie W. Gale, as to an undivided 51.5% Interest and Libra Mtn Development, LLC as to an undivided 48.5% Interest, Grantor(s) hereby convey and warrant to Obsidian Development Partners, LLC, 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:

EXHIBIT "A"
LEGAL DESCRIPTION

The South Half of the Northeast Quarter of the Northeast Quarter (S1/2NE1/4NE1/4) of Section Nineteen (19), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon. EXCEPTING THEREFROM the West Half of the Southwest Quarter of the Northeast Quarter of the Northeast Quarter (W1/2SW1/4NE1/4NE1/4) of Section Nineteen (19), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon.

ALL WATER RIGHTS FOR CENTRAL OREGON IRRIGATION ARE RETAINED BY BILLIE W. GALE.
This deed does not convey any water rights.

130020

15 13 19 00 00705

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.

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.

RECORDED BY O.T.M.B.

NOV 30 2005

SALEM, OR

Dated this 29th day of November, 2005.

Libra Mtn Development, LLC

BY: [Signature]
Tim Larkin, VY-Three Sisters Development Co, Inc., Member

[Signature]
Billie W. Gale

State of Oregon
County of Deschutes

This instrument was acknowledged before me on November 29, 2005 by Tim Larkin as Vice President of Three Sisters Development Co., Inc. as Member of Libra Mtn. Development, Ltd.C.

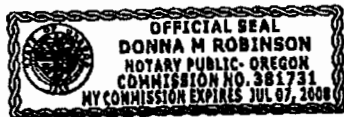


[Signature]
(Notary Public for Oregon)
My commission expires 7/7/08

State of Oregon
County of Deschutes

This instrument was acknowledged before me on November 29, 2005 by Billie W. Gale.

[Signature]
(Notary Public for Oregon)
My Commission Expires: 7/7/08



RECEIVED BY OFFICE
APR 15 2008
SALEM, OR



ENTERED APR 25 2008

Crook County Official Records 2008-22810
DEED-D 04/24/08 03:11 PM
Cnt=2 Stn=6 COUNTER
\$20.00 \$5.00 \$11.00 \$5.00 \$10.00 \$51.0



01040301200802281030040042
I, Deanna Berman, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Deanna Berman



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

SCANNED

MAIL TAX STATEMENT
TO: NO CHANGE

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

Grantor, Powell Butte View Estates Water District, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee all rights, title and interest in water rights appurtenant to the land described in Exhibit "A" ("Subject Land") attached and incorporated by this reference. Grantor further releases claim and responsibility for all of the primary and supplemental Quasi-Municipal water rights appurtenant to the Subject Land, being 7.0 acres, more or less, of water rights issued on Certificates in the name of Central Oregon Irrigation District.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 7.0 acres of water rights.

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

Consideration for this Quitclaim: \$14,000.00

DATED this 16th day of April, 2008.

Grantor:

Elizabeth Taylor
Powell Butte View Estates Water District

RECEIVED BY OWNER

State of Oregon)
) ss:
County of Deschutes)

SALEM, OR

This instrument was acknowledged before me on April 16, 2008 by Elizabeth Taylor as Member for Powell Butte View Estates Water District.



Leslie Clark
Notary Public for Oregon

Recorded by Western Title as an accommodation only. No liability accepted for condition of title or validity, sufficiency or affect of document.

Grantee:

Priscilla Ross Date 4/16/08
Priscilla Ross CPA, Business Manager Central Oregon Irrigation District

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on April 16, 2008 by Priscilla Ross as Business Manager for Central Oregon Irrigation District.

Leslie Clark
Notary Public



RECORDED
INDEXED
SALE, OR

Minutes

Powell Butte View Estates Water District

April 9, 2008

Present

Beth Taylor, John Barney, Brad Olson, Kevin Limbeck and Dorothea Lane

This meeting was called to order at 7:05 PM.

Absent

None

Minutes

A motion was made and seconded (Beth / John) to accept the March 2008 minutes. Motion carried.

Financial Report and Payables

A motion was made and seconded (John / Brad) to accept the financial reports for March as presented. Motion carried.

A motion was made and seconded (John / Brad) to approve the bills and payables (Umpqua Research Co. of \$27.50, American Business Software \$31.25, and Basic Books of \$984.52). Motion carried.

Water Safety

Water safety report for March 10th was negative for bacteria and organisms.

Water Usage Report

438,010 gallons for the month of March

Miscellaneous Communications

The District received a copy of a letter to COID from Bryant Emerson & Fitch on the PBVE Water District being legally governing body as a Water District.

A motion was made and seconded (John / Brad) that Beth Taylor is the authorized signer for the Quitclaim Deed for the Water rights transfer to COID. Motion carried.

Old Business

John received a letter back from the Oregon Water Resources Department (dated March 17, 2008) in regards to his letter on the well water level.

John will contact Avion about attending one of our upcoming meetings to look at water options.

New Business

Beth will work with Gloria of Basic Books to set the dates for the upcoming budget proposal for 2008 / 2009. Beth will present the dates at the May meeting.

Meeting Date

The agenda was set and the next meeting will be at 7 PM, May 14, 2008 at the Powell Butte Fire Station. This meeting was adjourned at 8:00 PM.

Presented By:

Brad Olson
Secretary, PBVE Water District

RECEIVED
MAY 14 2008
SUSAN CUN

Minutes

Powell Butte View Estates Water District

March 12, 2008

Present

Beth Taylor, John Barney, Brad Olson, Kevin Limbeck and Dorothea Lane

This meeting was called to order at 7:05 PM.

Absent

None

Minutes

A motion was made and seconded (Beth / John) to accept the February 2008 minutes. Motion carried.

Financial Report and Payables

A motion was made and seconded (Beth / Dorothea) to accept the financial reports for January as presented. Motion carried.

A motion was made and seconded (Brad / Dorothea) to approve the bills and payables (Umpqua Research Co. of \$27.50, Brian Emerson and Finch \$35.25, Pine Ridge Pump \$482.89, DHS cross connection \$135.00, and Basic Books of \$1,119.60). Motion carried.

Water Safety

Water safety report for February 4th was negative for bacteria and organisms.

Water Usage Report

778,530 gallons for the last two months combined because of the non read in January.

Miscellaneous Communications

DHS requires that the water district has a DRC certified operator on record with DHS. Kevin recommended that the district supply a list of operators to cover the district when an operator is late on renewing their certification.

RECEIVED BY: DAVIS

APR 09 2008

5:15 PM OR

COIC has issued an offer to purchase the PBVE Water District 7.0 acres of Quasi-Municipal water rights.

A motion was made and seconded (John / Brad) to make a counter offer to COIC of \$14,000 firm for the purchase of the water rights. If COIC does not accept the counter offer Beth will have the power of the water board to accept the current offer of COIC. Motion carried.

Old Business

John discussed his current finding (see attached letter) regarding the well water level.

New Business

Dorothea suggested contacting Avion for them to come to a special board meeting to discuss water options.

Meeting Date

The agenda was set and the next meeting will be at 7 PM, April 9, 2008 at the Powell Butte Fire Station. This meeting was adjourned at 8:10 PM.

Presented By:

Brad Olson
Secretary, PBVE Water District

1 IN THE COUNTY COURT OF THE STATE OF OREGON
2 FOR THE COUNTY OF CROOK

P 4: 57

3 IN THE MATTER OF THE FORMATION)
4 OF POWELL BUTTE VIEW ESTATES)
5 WATER DISTRICT)

NO.)
FINAL ORDER OF FORMATION)

6 BE IT REMEMBERED that on the 28th day of September, 1983,
7 the County Court held a final hearing on the formation of
8 Powell Butte View Estates Water District pursuant to ORS Chapter 198
9 and 264. The court issued a preliminary order of formation at
10 the hearing held August 31, 1983.

11 Receiving no signed request for an election on the question
12 of formation from fifteen percent (15%) of the qualified voters
13 in the proposed Powell Butte View Estates Water District at or
14 before the final hearing, the court now enters the final order
15 forming the water district. The boundaries of the water district
16 shall be:

17
18 That parcel of land lying within Township 16 South, Range 14 East
19 Willamette Meridian, Crook County, Oregon, more particularly des-
20 cribed as follows:

21 Beginning at the corner common to Sections 15, 16,
22 21 and 22 of said Township 16 South, Range 14 East,
23 thence North along the West section line of said
24 Section 15 approximately 2,640 feet to the quarter
25 corner common to said Sections 15 and 16; thence
26 South 87° 11' East along the center section line of
said Section 15 approximately 5,274 feet to the
quarter corner common to Sections 14 and 15; thence

RECORDED BY CLERK



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

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2015-51008



\$63.00

01033555201500510060030037

12/18/2015 09:43:34 AM

D-D Cnt=1 Stn=1 BN
\$15.00 \$11.00 \$21.00 \$10.00 \$6.00

MAIL TAX STATEMENT
TO: NO CHANGE

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

3

Grantor, Mark J. Rhodes and Roni L. Anson, not as tenants in common but with right of survivorship, the rightful owner of real property referenced herein, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in water rights appurtenant the land described in Exhibit "A" ("Subject Land") attached and incorporated by this reference and commonly known as: 151309CC00400. Grantor further releases claim and responsibility for all of the primary and supplemental water rights appurtenant to the Subject Land, being 0.50 acres, more or less, of water rights issued on Certificates in the name of Central Oregon Irrigation District and to any other irrigation water rights that are specifically appurtenant to the Subject Land.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 0.50 acres of water rights.

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

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, 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.

Consideration for this Quitclaim: \$300.00

DATED this 10 day of DECEMBER, 2015.

RECEIVED BY OWNER

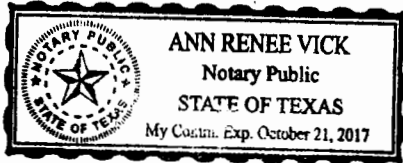
APPROVED BY

SALESMAN, OR

Grantors:

Mark J. Rhodes
Mark J. Rhodes

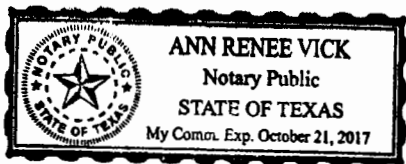
State of Texas, County of Travis) ss:
This instrument was acknowledged before me on December 10, 2015 by Mark J. Rhodes.



Ann Renee Vick
Notary Public for ~~Oregon~~ Texas

Roni L. Anson
Roni L. Anson

State of Texas, County of Travis) ss:
This instrument was acknowledged before me on December 10, 2015 by Roni L. Anson.



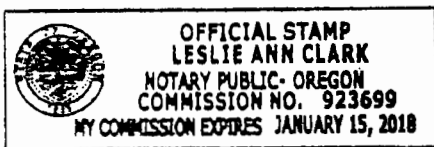
Ann Renee Vick
Notary Public for ~~Oregon~~ Texas

Grantee:

Craig Horrell Secretary-Manager Central Oregon Irrigation District Date 12/16/15

State of Oregon, County of Deschutes) ss:

This instrument was acknowledged before me on December 16, 2015 by Craig Horrell as Secretary-Manager for Central Oregon Irrigation District.



Leslie Ann Clark
Notary Public for Oregon

RECEIVED BY CWRD

SALEM, OR

SALEM, OR

EXHIBIT "A"

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4 SW1/4) OF SECTION 9, TOWNSHIP 15 SOUTH, RANGE 13, EAST OF THE WILLAMETTE MERIDIAN, CITY OF REDMOND, DESCHUTES COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT A BRASS CAP MONUMENTING THE SOUTHWEST CORNER OF SAID SECTION 9, THE INITIAL POINT; THENCE NORTH 89°34'32" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4 SW1/4) OF SAID SECTION 9, 902.54 FEET; THENCE NORTH 00°13'30" EAST, 40.00 FEET TO A 3/4" PIPE ON THE NORTH RIGHT OF WAY LINE OF ANTLER AVENUE; THENCE SOUTH 89°34'32" WEST ALONG SAID RIGHT OF WAY LINE, 5.00 FEET; THENCE NORTH 00°13'30" EAST ALONG THE WEST LINE OF SAID PARCEL DESCRIBED IN DEEDS VOLUME 318, PAGE 692, 224.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°13'30" EAST ON THE PROLONGATION OF SAID WEST LINE, 149.00 FEET TO A 1/2" PIPE; THENCE NORTH 89°34'32" EAST PARALLEL WITH SAID SOUTH LINE, 171.74 FEET TO A 1/2" PIPE ON THE PROLONGATION OF THE EAST LINE OF SAID PARCEL DESCRIBED IN VOLUME 318, PAGE 692, AND THE WEST LINE OF A PARCEL DESCRIBED IN SAID DEEDS VOLUME 266, PAGE 744, AS MONUMENTED BY E.G. MANSFIELD'S MAY 19, 1975 SURVEY; THENCE SOUTH 00°22'34" WEST ALONG SAID PROLONGATION AND WEST LINE, 149.00 FEET TO THE NORTH LINE OF SAID PARCEL DESCRIBED IN VOLUME 318, PAGE 692; THENCE SOUTH 89°34'32" WEST ALONG SAID NORTH LINE 171.34 FEET (CITED IN SAID DEED AS 170.00 FEET) TO THE POINT OF BEGINNING.



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

MAIL TAX STATEMENT
 TO: NO CHANGE

DESCHUTES COUNTY OFFICIAL RECORDS
 NANCY BLANKENSHIP, COUNTY CLERK

2015-07673



\$53.00

88888113281588678738838838

03/06/2015 10:00:45 AM

D-D Cntml Stmt BN

\$15.00 \$11.00 \$21.00 \$10.00 \$8.00

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

Grantor, Ronald H. & Dolores A. Wieglanda as tenants by the entirety, the rightful owner of real property referenced herein, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in water rights appurtenant the land described as: Parcel 1, Partition Plat No. 2013-23, Deschutes County, Oregon ("Subject Land") and commonly known as: 14-13-21 00 00407. Grantor further releases claim and responsibility for all of the primary and supplemental water rights appurtenant to the Subject Land, being 0.20 acres, more or less, of water rights issued on Certificates in the name of Central Oregon Irrigation District and to any other irrigation water rights that are specifically appurtenant to the Subject Land.

By entry of this deed, Grantor hereby notifies any subsequent purchaser of the Subject Land that Grantor, as owner of the Subject Land, approved the transfer (including a change in the place and type of use and point of diversion) of the water rights referenced herein that are appurtenant to the Subject Land; that the interest in the water rights appurtenant to the Subject Land may not be conveyed in subsequent real estate transactions of the Subject Land; and that upon completion of a transfer, by election of COID, the Subject Land will have 14.42 acres of appurtenant water right.

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 0.20 acres of water rights.

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

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, 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.

Consideration for this Quitclaim: \$120.00

DATED this 9th day of February, 2015.

Grantor:

Ronald H. Wieglanda
 Ronald H. Wieglanda

Dolores A. Wieglanda
 Dolores A. Wieglanda

RECEIVED BY COID

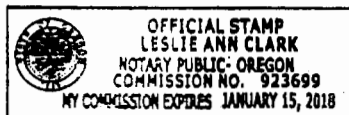
APR 1 2015

SALEM, OR

State of Oregon, County of Deschutes:

This instrument was acknowledged before me on February 9, 2015 by Ronald H. & Dolores A. Wieglanda.

Leslie Ann Clark
 Notary Public for Oregon

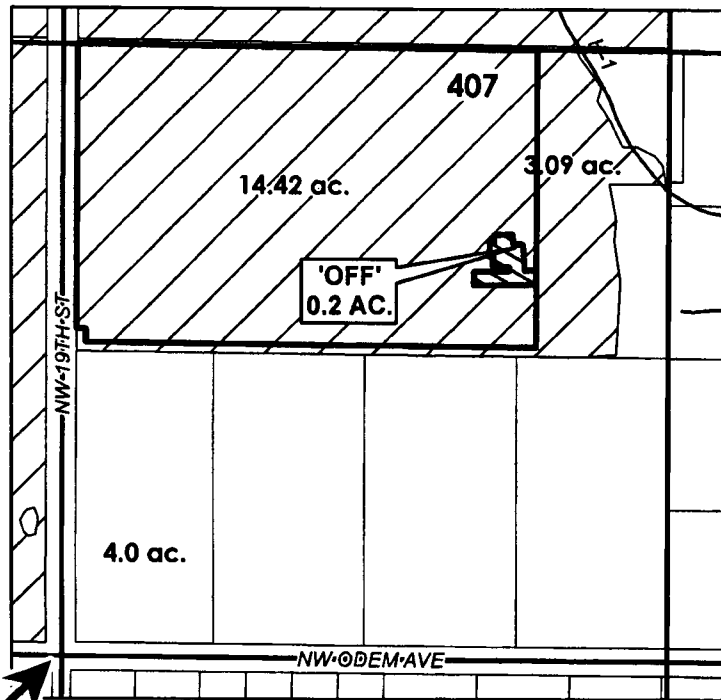


**DESCHUTES COUNTY
SEC.21 T14S R13E**

SCALE - 1" = 400'



SW 1/4 OF THE NW 1/4



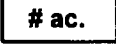


W 1/4 COR →

RECEIVED BY: O.W.D.

195 18 7

SALEM, OR

	EXISTING WATER RIGHTS
	'OFF' LANDS
	PARCELS W/ WATER RIGHTS



**QUITCLAIM DEED FOR WATER RIGHTS TRANSFER
QUITCLAIM MAP**

NAME: RONALD H. & DOLORES A. WIEGLEND

TAXLOT #: 407

0.2 ACRES 'QC'

DATE: 2/25/2015

FILE: I:\TRANSFER\WRTRANS15\141321_SWNW_QC



DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2015-24105



\$63.00

01003928201500241050030038

06/19/2015 09:30:38 AM

D-D Cntal Stmt BN

\$15.00 \$11.00 \$21.00 \$10.00 \$6.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

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

3
Grantor, Pamela Rose-Anne Bridewell, the rightful owner of real property referenced herein, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in water rights appurtenant the land described in Exhibit "A" ("Subject Land") attached and incorporated by this reference and commonly known as: 15-13-09 CC 00500. Grantor further releases claim and responsibility for all of the primary and supplemental water rights appurtenant to the Subject Land, being 0.80 acres, more or less, of water rights issued on Certificates in the name of Central Oregon Irrigation District and to any other irrigation water rights that are specifically appurtenant to the Subject Land.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 0.80 acres of water rights.

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

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, 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.

Consideration for this Quitclaim: \$348.00

RECORDED BY CLERK

INDEXED

SALEM, OR

2

EXHIBIT "A"

A parcel of land situate in the Southwest Quarter of the Southwest Quarter (SW1/4SW1/4) of Section Nine (9), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, bounded on the South by the right of way line of Antler Avenue, and more particularly described as follows: Commencing at the Southwest corner of said Section 9, marked by a brass cap, the Initial Point; thence North 89°34'16" East along the South line of the said SW1/4SW1/4, 902.54 feet; thence North 00°33'16" East, 40.00 feet to the North right of way of said Antler Avenue, marked by a 3/4 inch pipe; thence South 89°34'16" West along the North right of way line of said Antler Avenue 5.00 feet to a 3/4 inch pipe, the point of beginning; thence North 00°13'37" East 224.00 feet; thence North 89°34'16" East 170.00 feet; thence South 00°13'37" West 224.00 feet to the North right of way line of Antler Avenue; thence South 89°34'16" West along the North right of way line of said Antler Avenue 170.00 feet to the point of beginning.

RECEIVED BY OWNER

APR 10 2011

SALFORD



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

DESCHUTES COUNTY OFFICIAL RECORDS
 NANCY BLANKENSHIP, COUNTY CLERK
 2012-04015
 \$58.00
 02/07/2012 02:38:52 PM
 D-D Cnt1 Stn2 TM
 \$15.00 \$11.00 \$18.00 \$10.00 \$6.00

Grantor:
 Central Land and Cattle Co LLC
 Kameron DeLashmatt
 2447 NW Canyon
 Redmond, OR 97756

MAIL TAX STATEMENT
 TO: NO CHANGE

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

Grantor, Central Land & Cattle Co, LLC, the rightful holder of water rights referenced herein, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in water rights appurtenant to the land described in Exhibit "A" ("Subject Land") attached and incorporated by this reference. Grantor further releases claim and responsibility for all of the primary and supplemental irrigation water rights appurtenant to the Subject Land, being 42.25 acres, more or less, of water rights issued on Certificates in the name of Central Oregon Irrigation District and to any other water rights that are specifically appurtenant to the Subject Land.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 42.25 acres of water rights.

This agreement is binding upon the heirs, executors, administrators, successors, and permitted assigns of the parties to this agreement.
 BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS AND 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Consideration for this Quitclaim: \$32,743.75
 DATED this 13th day of January, 2012.

Grantor:

 Kameron DeLashmatt for Central Land and Cattle Co, LLC

RECEIVED BY CLARK

 SALEM, OR

State of Oregon)
) ss.
 County of Deschutes)

This instrument was acknowledged before me on January 13, 2012 by Kameron DeLashmatt as Member for Central Land and Cattle Co, LLC.



Leslie Ann Clark
 Notary Public for Oregon

EXHIBIT "A"

Parcel 1

15-13-03 00 01400

That portion of the North Half of the Southwest Quarter (N1/2 SW1/4) of Section 3, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon, lying East of the Oregon Trunk Railway.

EXCEPTING THEREFROM any portion lying within the boundaries of NI-LAN-SHA, PHASES 2 AND 3, Deschutes County, Oregon.

ALSO EXCEPTING THEREFROM that portion dedicated for roadway and utility purposes to Deschutes County, Oregon by instrument recorded November 18, 1999 in Volume 1999, Page 55391.

Together with 12.0 acres COID Irrigation noted in Deschutes County Clerk Record 2005-07853

Parcel 2

The North One-Half of the Northwest Quarter of the Southeast Quarter (N ½ NW ¼ SE ¼) in Section 8, INCLUDING Megan Park, Phase I, TOWNSHIP 15 SOUTH, RANGE 13, EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon.

Together with 18.10 acres COID Irrigation & 0.90 acres COID Pond noted in Deschutes County Clerk Record 2007-04852

Parcel 3

15-13-18 00 03100

A portion of Parcel 1 of PARTITION PLAT NO. 1996-40, located in the Southeast Quarter (SE1/4) of Section 18, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at the Northeast corner of Parcel 1 of PARTITION PLAT NO. 1996-40, the initial point as well as the point of beginning; thence South 00°18'50" West along the East line of said Parcel 1 and the East line of the Southeast Quarter (SE 1/4) of said Section 18, 750.54 feet to a 2.5" brass cap at the South 1/16th corner; thence South 00°18'42" East along said East line, 230.91; thence North 89°32'22" West, 242.58 feet; thence North 00°18'42" East, 171.16 feet; thence North 89°32'22" West, 263.49 feet to the West boundary of said Parcel 1; thence North 03°44'24" West along said boundary, 60.16 feet; thence North 89°32'22" West along said boundary, 116.42 feet; thence North 00°57'14" East along said boundary, 751.25 feet; thence South 89°27'11" East along the North boundary of said Parcel 618.35 feet to the true point of beginning.

Together with 9.70 acres COID Irrigation noted in Deschutes County Clerk Record 2007-07710

Parcel 4

15-13-18 00 03200

Partition Plat 2009-7, Parcel 2, City of Redmond, Deschutes County, Oregon

Together with 1.55 acres COID Irrigation noted in Deschutes County Clerk Record 2007-07956

RECEIVED COID

APR 20 2013

COID

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

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2005-07853



\$46.00

00339415200500078530040042

02/09/2005 09:43:43 AM

MAIL TAX STATEMENT
TO: NO CHANGE

D-D Cnt=1 Stn=23 JEFF
\$20.00 \$11.00 \$10.00 \$5.00

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, High Mountain Properties, LLC releases and quitclaims to Central Land & Cattle Company, LLC, Grantee, all of Grantor's rights, title and interest in 12.0 acres of COID water rights that are appurtenant to Grantor's land listed in Exhibit A, attached hereto and incorporated hereto by reference. Grantee shall forthwith file a Temporary Instream Lease Application with Oregon Water Resources Department (OWRD), for said water and water rights. Said water and water rights shall remain leased instream until such time as Grantee elects to complete and submit to OWRD a transfer application for use of said water and water rights at a new location and/or use. No such transfer or sale of said water and water rights shall be allowed without the written consent of COID.

By this deed, Grantor hereby notifies any subsequent purchaser of the lands listed in Exhibit A, that Grantor, as the current owner of the subject land, has approved the removal (including a change in the place and type of use and point of diversion) of the water rights that are appurtenant to the subject land; and that upon completion of a transfer, with the consent of COID and Grantee, the subject land will have 2.0 acres of appurtenant water rights remaining.

Grantee shall hereafter pay to COID, the District assessment and all other charges pertaining to the said 12.0 acres of water and water rights. Until such time as a transfer is approved by COID and OWRD, Grantor shall remain liable for any unpaid District assessment or charges pertaining to said 12.0 acres of water rights. Grantor and Grantee acknowledge the failure to pay District assessments or other charges pertaining to the 12.0 acres of water rights may result in the forfeiture of said water rights. Said water rights are further described as that portion of Certificate #76358, priority date of Oct. 31, 1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located: 15-13-03 NW SW1400.

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

Consideration for this Quitclaim: \$ 0.00.

Grantor:

Kathleen M Boro
Kathleen M. Boro, Member, High Mountain Properties, LLC

Date 2-8-05 RECEIVED

APR 26

State of Oregon)
) ss.
County of Deschutes)

SALEM, OR

This instrument was acknowledged before me on February 8, 2005 by Kathleen M. Boro as Member for High Mountain Properties, LLC.

Leslie Clark
Notary Public



Grantee:

Date:

Kameron DeLashmutt, Manager, Central Land & Cattle Company, LLC

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on February 8, 2005 by Kameron DeLashmutt as Manager for Central Land & Cattle Company LLC.



Leslie Clark
Notary Public

APPROVED:

Date:

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on February 9, 2005 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.



Leslie Clark
Notary Public

RECORDED BY OVID
OFFICE
SALMON, OR

EXHIBIT "A"

**That portion of the North Half of the Southwest Quarter (N ½ SW ¼) of Section 3,
TOWNSHIP 15 SOUTH, RANGE 13, EAST OF THE WILLAMETTE MERIDIAN,
Deschutes County, Oregon, lying East of the Oregon Truck Railway.**

**EXCEPTING THEREFROM any portion lying within the boundaries of NI-LAH-SHA,
PHASES 2 AND 3, Deschutes County, Oregon.**

RECEIVED BY OWRD

APR 20 2016

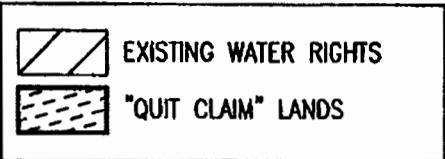
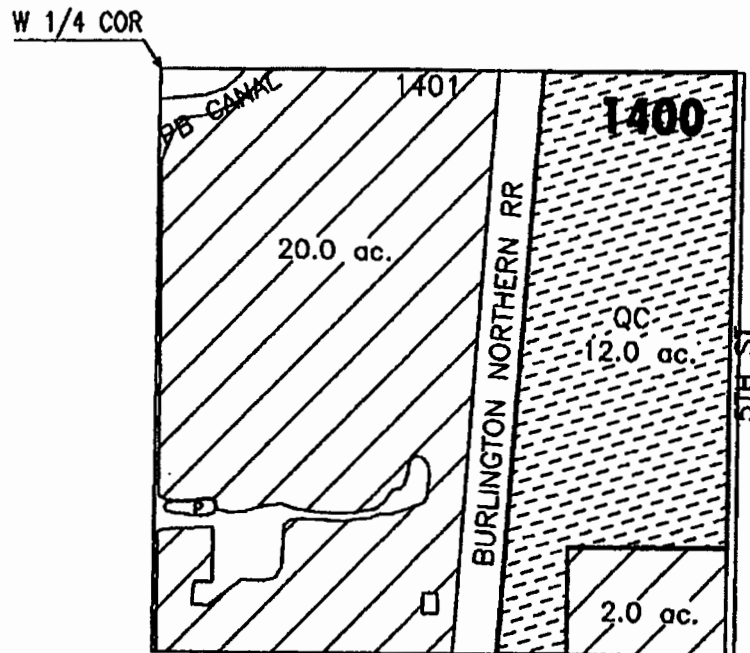
SALEM, OR

**DESCHUTES COUNTY
SEC.03 T15S. R13E. W.M.**

SCALE - 1" = 400'



NW 1/4 OF THE SW 1/4



QUITCLAIM DEED FOR WATER RIGHTS TRANSFER
QUITCLAIM MAP

NAME: HIGH MOUNTAIN PROPERTIES, LLC
TAXLOT #:1400 12.0 ACRES 'QC'

DATE: 02-04-05

FILE NO: E:\TRANSFER\WRTRAMOS\COD_DELASHNUTT_QC



First American

First American Title Insurance Company of Oregon
395 SW Bluff Drive, Ste 100
Bend, OR 97702
Phn - (541) 382-4201
Fax - (541) 389-5431

First American Title Insurance Company of Oregon
1330 SW Highland Ave
Redmond, OR 97756

Order No.: 7062-492922
December 02, 2004

Attn: Kathie Morris
Phone No.: (541) 923-3014 - Fax No.: (541) 548-2816
Email: kmorris@firstam.com

Preliminary Title Report

ALTA Owners Standard Coverage	Liability \$	1,500,000.00	Premium \$	1,856.00	Developer_Rate
ALTA Owners Extended Coverage	Liability \$		Premium \$		
ALTA Lenders Standard Coverage	Liability \$		Premium \$		
ALTA Lenders Extended Coverage	Liability \$		Premium \$		
Endorsement			Premium \$		
City Lien Search			Cost \$		
Other			Cost \$		

We are prepared to issue Title Insurance Policy or Policies in the form and amount shown above, insuring title to the following described land:

That portion of the North Half of the Southwest Quarter (N1/2 SW1/4) of Section 3, TOWNSHIP 15 SOUTH, RANGE 13, EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, lying East of the Oregon Truck Railway.

EXCEPTING THEREFROM any portion lying within the boundaries of NI-LAH-SHA, PHASES 2 AND 3, Deschutes County, Oregon

Situs Address as disclosed on Deschutes County Tax Roll:

549 NE Negus Way, Redmond, OR 97756

and as of November 18, 2004 at 8:00 a.m., title vested in:

High Mountain Properties, LLC, an Oregon Limited Liability Company

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

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APR 20 2005

SALEM, OR

Preliminary Report

Order No.: 7062-492922
Page 2 of 5

1. Taxes for the year 2003-2004

Tax Amount \$ 4,400.82
Unpaid Balance: \$ 4,400.82, plus interest and penalties, if any
Code No.: R 2-004
Map & Tax Lot No.: 151303 00 01400
Property ID No.: 129389

2. Taxes for the year 2004-2005

Tax Amount \$ 4,718.29
Unpaid Balance: \$ 4,718.29, plus interest and penalties, if any.
Code No.: R 2-004
Map & Tax Lot No.: 151303 00 01400
Property ID No.: 129389

3. The premises described herein fall within the boundaries of Central Oregon Irrigation District and are subject to rules and regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals thereof.

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

5. Easement, including terms and provisions contained therein:

Recording Information: January 31, 1941 in book 59 Page 406
In Favor of: The United States of America
For: Construct, reconstruct, operate and maintain an electric transmission and distributing line

Quitclaim Deed,

Recorded: January 26, 1962 in Book 130 Page 35
From: The United States of America
To: Pacific Power & Light Company

6. Easement, including terms and provisions contained therein:

Recording Information: April 2, 1941 in Book 59 Page 599
In Favor of: The United States of America
For: Construct, reconstruct, operate and maintain such poles, wires, cables, conduits, cross arms and transmitting electricity and telephone messages

Quitclaim Deed,

Recorded: January 26, 1962 in Book 130 Page 35
From: The United States of America
To: Pacific Power & Light Company

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Preliminary Report

Order No.: 7062-492922
Page 3 of 5

- 7. Easement as Reserved in Special Warranty Deed, ,
Recorded: October 16, 1980 in Book 330 Page 461
For: Transmission, delivery, maintenance and upkeep of
the existng Irrigation ditch
Reserved by: Frieda M. Copley

- 8. Easement Agreement and the terms and conditions thereof:
Between: Allen A. Kirk and Harry S. Criswell, tenants in common
And: Frank Nell Chase and William Lyche, tenants in common
Recording Information: October 5, 1981 in Book 348 Page 443

- 9. Declaration of Dedication to the public for roadway and utility purposes ,
Recorded: November 18, 1999 in Book 1999 Page 55391

- 10. Easement, Including terms and provisions contained therein:
Recording Information: June 30, 2003 in Book 2003 Page 43742
In Favor of: PacifiCorp, an Oregon corporation, its successors and assigns
For: Construction, reconstruction, operation, maintenance, repair,
replacement, enlargement and removal of electric power
transmission, distribution and communication lines

- 11. Deed of Trust and the terms and conditions thereof.
Grantor/Trustor: High Mountain Properties, LLC, an Oregon Limited Liability
Company
Grantee/Beneficiary: LCP Financial Enterprises, LLC, an Oregon Limited Liability
Company
Trustee: David R. Ambrose, Esq.
Amount: \$375,000.00
Recorded: September 30, 2003
Recording Information: Book 2003 Page 68116

- 12. Assignment of leases and/or rents for security purposes, including the terms and conditions
thereof:
Assignor: High Mountain Properties, LLC, an Oregon Limited Liability
Company
Assignee: LCP Financial Enterprises, LLC, an Oregon Limited Liability
Company
Dated: September 30, 2003
Recorded: September 30, 2003
Recording Information: Book 2003 Page 68117

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APR 20 2005
SALEM, OR

NOTE: Any conveyance by High Mountain Properties, LLC should be executed pursuant to their operating agreement.

NOTE: We find no judgments or United States Internal Revenue Liens against DESERTSCAPE PROPERTIES, LLC.

Preliminary Report

Order No.: 7062-492922
Page 4 of 5

- END OF EXCEPTIONS -

Teresa Hansen
TITLE OFFICER
tehansen@firstam.com

THANK YOU FOR CHOOSING FIRST AMERICAN TITLE!
WE KNOW YOU HAVE A CHOICE!

cc: Desertscape Properties, LLC
cc: High Mountain Properties, LLC
cc: Walt Reuber, Steve Scott & Co.
685 SE 3rd St, Bend, OR 97702
cc: Walt Reuber, Steve Scott & Co.
685 SE 3rd St, Bend, OR 97702

RECEIVED BY CLIENT
RECEIVED BY CLIENT

SALEM, OR
1/31/2005

Preliminary Report

Order No.: 7062-492922

Page 5 of 5



First American Title Insurance Company of Oregon

SCHEDULE OF EXCLUSIONS FROM COVERAGE

ALTA LOAN POLICY (10/17/92)

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
 - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

ALTA OWNER'S POLICY (10/17/92)

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
 - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

SCHEDULE OF STANDARD EXCEPTIONS

The ALTA standard policy form will contain in Schedule B the following standard exceptions to coverage:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceeding by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records, unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose.

NOTE: A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) WILL BE FURNISHED UPON REQUEST

RECEIVED BY CLERK
TI 149 Rev. 5-99

APR 20 2005

SALEM, OR



DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2007-04852



\$36.00

00523858200700048520020025

01/24/2007 12:27:44 PM

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

After Recording return to:
Central Oregon Irrigation District
1055 S.W. Lake Court
Redmond, OR 97756
MAIL TAX STATEMENT
TO: NO CHANGE

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

Grantor, Sun Ridge Construction, Inc., releases and quitclaims to Central Land and Cattle Company LLC, Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands described as: The North One-half of the Northwest Quarter of the Southeast Quarter (N 1/2 NW 1/4 SE 1/4) of Section Eight (8), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon ("Subject Lands"), release their claim and responsibility for 19.0 acres of COID water rights that are appurtenant to the Subject Lands, to Grantee. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31, 1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-08 NW SE 100 (18.10 acres irrigation right) 15-13-08 NW SE 100 (0.90 acres pond right).

Grantee may elect to complete a transfer application with COID consent and submit it to the Water Resources Department for approval of use of the water rights at a new location and/or use.

By entry of this deed, Grantor hereby notifies any subsequent purchaser of the Subject Lands that Grantor, as owner of the Subject Lands, approved the transfer (including a change in the place and type of use and point of diversion) of the water rights that are appurtenant to the Subject Lands; and that upon completion of a transfer, by election of COID, the Subject Lands no longer will have appurtenant water rights.

Furthermore, upon signing of this agreement, Grantee shall be liable for any district assessment or charges pertaining to the described 19.0 acres of water rights incurred.

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

Consideration for this Quitclaim: True and valuable consideration shall be paid to the Estate of Virginia E. Wakefield

Grantor:

Rod Sauer Pres. Date 11-28-06
Sun Ridge Construction, Inc.

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on November 28, 2006 by Rod Sauer as President for Sun Ridge Construction, Inc.



Gina M. Tiano
Notary Public

Grantee:

[Handwritten Signature]

Date 1/10/07

Central Land and Cattle Company LLC

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on January 10, 2007 by Kameron DeLashmutt as Managing Member for Central Land and Cattle Company, LLC.

[Handwritten Signature: Leslie Clark]
Notary Public



Approved By:

[Handwritten Signature]

Date 15 Jan. 2007

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on January 15, 2007 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

[Handwritten Signature: Leslie Clark]
Notary Public



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APR 20 2007

SALEM, OR



IRRIGATION DISTRICT REPORT

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

October 27, 2006
Title Number : 095017
Title Officer : DEBBY DAVIDSON
Fee : \$150.00

Attn: LESLIE CLARK

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

The North One-half of the Northwest Quarter of the Southeast Quarter (N1/2NW1/4SE1/4) of Section Eight (8), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon,

and dated as of October 23, 2006 at 7:30 a.m.

We find that the last deed of record runs to:

SUN RIDGE CONSTRUCTION, INC.

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
Amount: \$1,462,500.00
Dated: May 9, 2005
Recorded: May 27, 2005
Volume-Page: 2005-32972, Deschutes County Records
Grantor: Sun Ridge Construction, Inc., an Oregon Corporation
Trustee: First American Title Insurance Company
Beneficiary: Community Financial Corporation, an Oregon Corporation
(Said Deed of Trust is a Line of Credit Deed of Trust)

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

NONE

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SUNRIDGE, OR

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 08DB 00100
Account No. 129722

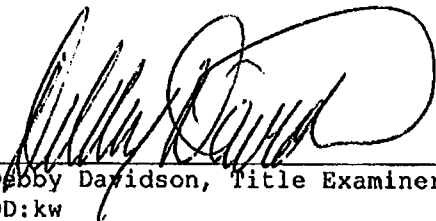
1. The 2006-2007 Taxes: \$4,276.26, UNPAID.

City Liens, if any, of the city of Remond. (No inquiry has been made, and if search is requested, a charge of \$30.00 will be added.)

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

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

AmeriTitle

By: 
Debby Davidson, Title Examiner
DD:kw

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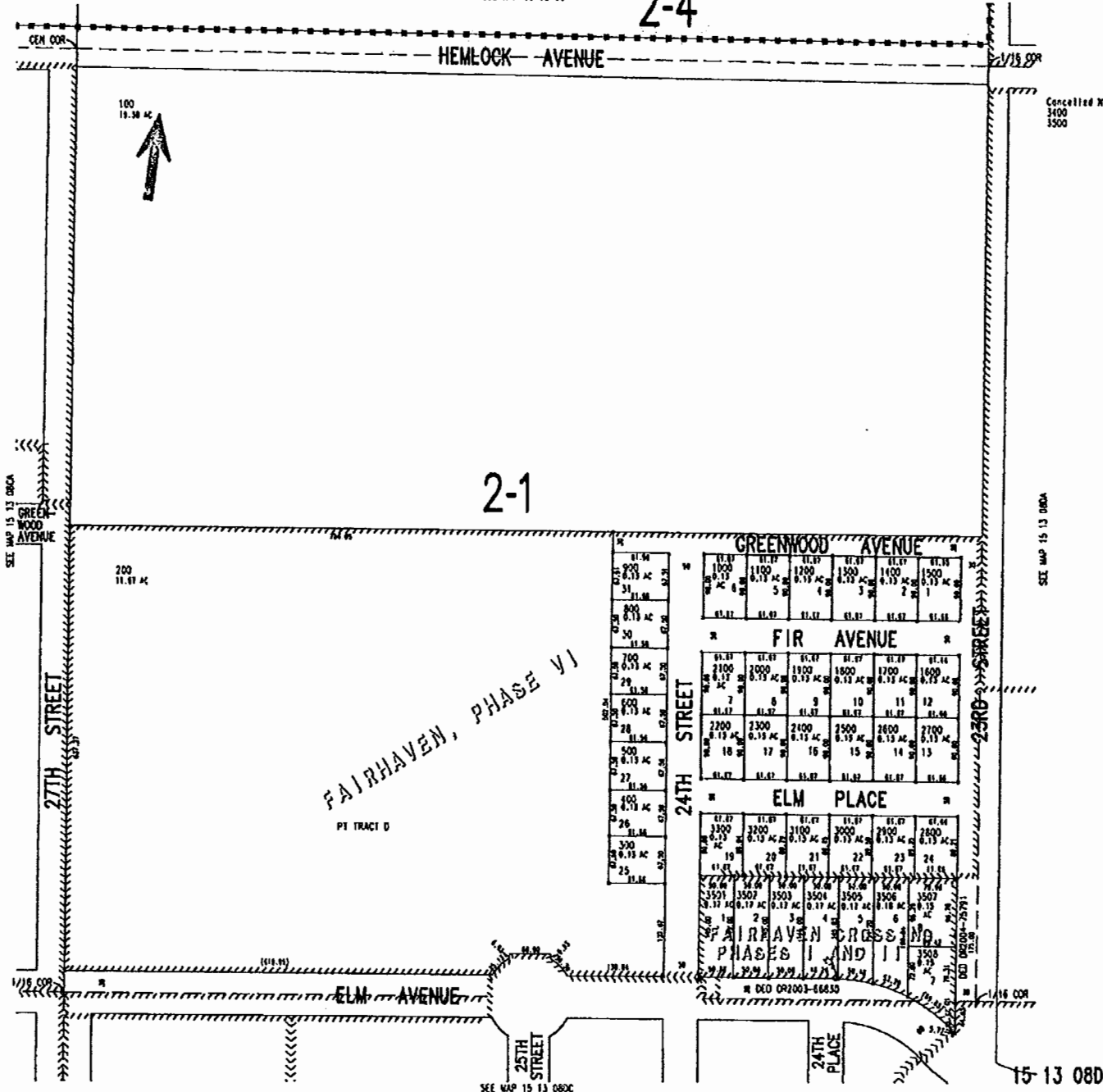
APR 20 2016

SALEM, OR

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

SEE MAP 15 13 08

2-4



Cancelled No
3400
3500

SEE MAP 15 13 08A

15-13 08D1


SEE MAP 15 13 08C

N
**COMPLIMENTS OF
 AmeriTitle**

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

[Faint, illegible text, possibly a signature or stamp]

Return to Western Title & Escrow

After recording, return to: Order Number: 50650
 <p>Western Title & Escrow 360 SW Bond, Suite 100 Bend, OR 97702</p>
Grantee Name(s): Pamela Rose-Anne Bridewell 54 Kathleen Crescent Wondunna QLD, Australia, 4655
Until a change is requested, all tax statements shall be sent to the following address: Same as Above

Deschutes County Official Records **2011-036356**
D-D
Sbn=1 BECKEYN 10/17/2011 08:50:42 AM
\$15.00 \$11.00 \$10.00 \$16.00 \$6.00 \$58.00
I, Nancy Blankenship, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.
Nancy Blankenship - County Clerk

Reserved for Recorder's Use

STATUTORY WARRANTY DEED

Dennis M. Mulaskey and Karen L. Mulaskey, as tenants in common, Grantor(s)

convey and warrant to

Pamela Rose-Anne Bridewell, Grantee

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

SEE ATTACHED EXHIBIT "A"

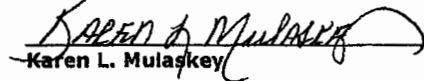
Account No(s): 183929 & 129751
Map/Tax Lot No(s): 15-13-09-CC-00500 & 15-13-09-CC-00400

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

The true consideration for this conveyance is \$240,000.00. (Here comply with requirements of ORS 93.030.)

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

Executed this 14 day of October, 2011


Karen L. Mulaskey

Executed this 14 day of October, 2011



Dennis M. Mulaskey

RECORDED

RECORDED

State of Oregon, County of Deschutes) ss.

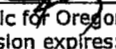
This instrument was acknowledged before me on this 14 day of October, 2011 by Karen L. Mulaskey


Notary Public for Oregon
My commission expires: 12/19/2013



State of Oregon, County of Deschutes) ss.

This instrument was acknowledged before me on this 14 day of October, 2011 by Dennis M. Mulaskey


Notary Public for Oregon
My commission expires: 12/19/2013



RECORDED BY D.W.D

10/14/11

ST. LEW, OR

EXHIBIT "A"

PARCEL I

That portion of the Southwest Quarter of the Southwest Quarter (SW ¼ SW ¼) of Section 9, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, bounded on the South by the right of way line of Antler Avenue, described as follows:

Commencing at the Southwest corner of said Section 9, marked by a brass cap, the Initial point; thence North 89°34'16" East along the South line of the said Southwest Quarter of the Southwest Quarter (SW ¼ SW ¼), 902.54 feet; thence North 00°33'16" East, 40.00 feet to the North right of way of said Antler Avenue, marked by a ¾" pipe; thence South 89°34'16" West along the North right of way line of said Antler Avenue, 5.00 feet to a ¾" pipe, the point of beginning; thence North 00°13'37" East, 224.00 feet; thence North 89°34'16" East, 170.00 feet; thence South 00°13'37" West, 224.00 feet to the North right of way line of Antler Avenue; thence South 89°34'16" West along the North right of way line of said Antler Avenue, 170.00 feet to the point of beginning.

PARCEL II

A portion of the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 9, Township 15 South, Range 13, East of the Willamette Meridian, City of Redmond, Deschutes County, Oregon, more particularly described as follows, to wit:

Commencing at a brass cap monumenting the Southwest corner of said Section 9, the Initial point; thence North 89°34'32" East along the South line of the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of said Section 9, 902.54 feet; thence North 00°13'30" East, 40.00 feet to a ¾" pipe on the North right of way line of Antler Avenue; thence South 89°34'32" West along said right of way line, 5.00 feet; thence North 00°13'30" East along the West line of said parcel described in Deeds Volume 318, Page 692, 224.00 feet to the true point of beginning; thence North 00°13'30" East on the prolongation of said West line, 149.00 feet to a ½" pipe; thence North 89°34'32" East parallel with said South line, 171.74 feet to a ½" pipe on the prolongation of the East line of said parcel described in Volume 318, Page 692, and the West line of a parcel described in said Deeds Volume 266, Page 744, as monumented by E.G. Mansfield's May 19, 1975 survey; thence South 00°22'34" West along said prolongation and West line, 149.00 feet to the North line of said parcel described in Volume 318, Page 692; thence South 89°34'32" West along said North line 171.34 feet (cited in said deed as 170.00 feet) to the point of beginning.

PLATTED AND RECORDED