



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

<b>This Application to be used for water rights in the name of or conveyed by an Irrigation District (or similar organization)</b> <b>Complete Parts 1 through 4 and any required attachments</b>	OWRD #	U-1650
	District #	

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 checked="" type="checkbox"/> \$520.00 for a lease involving four or more landowners or four or more water rights	Or <input type="checkbox"/> \$350.00 for all other leases
<input type="checkbox"/> Check enclosed <u>or</u>	
<input checked="" type="checkbox"/> Fee Charged to customer account <u>Deschutes River Cons.</u> (Account name)	

**Part 1 – Completed Minimum Requirements Checklist**

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**Part 2 – Completed District and Other Party Signature Page**

**Part 3 – Completed Place of Use and Lessor Signature Page**

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(Include a separate Part 3 for each Lessor.)

**Part 4 – Completed Water Right and Instream Use Information**

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(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: 74145

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: \_\_\_\_\_

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 deeded 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**

<b>Term of the Lease:</b> The lease is requested to begin in: month <u>April</u> year <u>2018</u> and end: month <u>Nov</u> year <u>2018</u> .	
<b>Public use:</b> 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	<b>Termination provision (for multiyear leases):</b> <b>The parties to the lease request (choose one):</b> <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 type="checkbox"/> c. The parties would not like to include a Termination Provision. (See instructions for limitations to this provision)
<b>Additive/Replacing Relationship to other instream water rights:</b> 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.	
<b>Precedent:</b> 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.	
<b>Validity of the rights to be leased:</b> <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) <b>have not been used</b> 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.

  
 \_\_\_\_\_  
 Signature of **Co-Lessor**

Date: 3/13/2018

Printed name (and title): Jer Cantata, Gen. Manager  
 Business/Organization name: Swalley Irrigation District  
 Mailing Address (with state and zip): 64672 Cook Ave., Ste 1, Bend, OR 97703  
 Phone number (include area code): 541-388-0658 \*\*E-mail address: kathy@swalley.com

\_\_\_\_\_  
 Signature of Co-Lessor

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

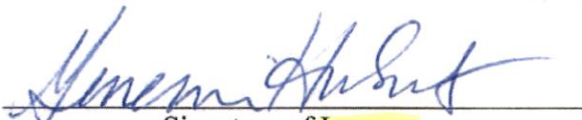
Printed name (and title): \_\_\_\_\_  
 Business/organization name: \_\_\_\_\_  
 Mailing Address (with state and zip): \_\_\_\_\_  
 Phone number (include area code): \_\_\_\_\_ \*\*E-mail address: \_\_\_\_\_

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**See next page for additional signatures.**

  
Signature of Lessee

Date: 3/13/2018

Printed name (and title): Genevieve Hubert, Program Manager

Business/organization name: Deschutes River Conservancy

Mailing Address (with state and zip): 700 NW Hill St., Ste #1, Bend, OR 97703

Phone number (include area code): 541-382-4077 \*\*E-mail address: gen@deschutesriver.org

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

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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 # 74145**

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	Acre	Other Information (such as conditions/limitations on the right)	Rate (cfs)	Volume (af)
9/1/1899	Main	Pond	0.8	Season 1 / 2 / 3 rates and diverted duty is limited to 6.61 AF/ac	0.006/0.008/0.015	5.29
9/1/1899	Main	IR	48.88	Season 1 / 2 / 3 rates and diverted duty is limited to 6.61 AF/ac	0.373/0.500/0.943	323.26
Total combined rates & duty: 0.380/.508/.959 & 328.55 AF						

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:

**Table 3**

<b>Instream Use created by the lease</b>	<b>River Basin:</b> <u>Deschutes</u>	<b>River/Stream Name:</b> <u>Deschutes, tributary to Columbia</u>				
<b>Proposed Instream Reach:</b> <input checked="" type="checkbox"/> A reach typically begins at the POD and ends at the mouth of the source stream: From the POD <u>Main Canal POD</u> to <u>Deschutes mouth at RM 0</u>	<b>Or Proposed Instream Point:</b> <input type="checkbox"/> Instream use protected at the POD					
<b>OR</b> <input type="checkbox"/> 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.)						
<b>Instream Portion: May not exceed the maximum rate/volume for the right (identified in Table 2)</b>						
Use the table 3 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	Acre	Proposed Instream Period	Instream Rate (cfs)	Total instream volume (af)
9/1/1899	Main	Pond	0.8	Season 1 / 2 / 3 rates and on farm duty is limited to 5.46 AF/ac	0.005/0.007/0.014	4.39
9/1/1899	Main	IR	48.88	Season 1 / 2 / 3 rates and on farm duty is limited to 5.46 AF/ac	0.336/0.449/0.833	266.59
Total combined IS rates & duty: 0.341/.457/.847 & 271.03 af						
<b>OR</b> <input type="checkbox"/> 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.						
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A <b>Conditions to avoid enlargement or injury to other water rights, if any, or other limitations:</b> list here <u>Protected instream from April 1 through October 25<sup>th</sup>.</u>						
Note: The Department may identify additional conditions to prevent injury and/or enlargement.						
<b>Any additional information about the proposed instream use:</b> <u>Irrigation water protected to mouth of Deschutes. Ponds protected to Lake Billy Chinook.</u>						

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**Acres / Landowners:**

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1.0 ac	City of Bend
30.45 ac	RYMILAKA (incl 0.5 ac Pond)
6.73 ac	East Slope Investments
5.5 ac	Steve Wilson
2.5 ac	Aaron Dixon (prev. Leased under Patrick Murphy)
3.5 ac	Gary and Floyd Lawrence (0.3 ac Pond)

**Total acres**

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49.68 acres    48.88 IR and 0.8 ac Pond

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2/26/2018

**This table will calculate flow rate factors and duty for Swalley Irrigation District  
Instream Leases & Transfers**

Canal Diversion - Enter Total Number of Acres to be Leased Instream Here →	<b>49.680</b>		
Direct Diversion - Enter Total Number of Acres to be Leased Instream Here →	<b>0.000</b>		
Starting Point - Direct Diversion total acres	<b>96.950</b>		
Starting Point - Canal Diversion total acres	<b>4253.780</b>		
Starting Point	Full Right	Direct Diversion only	Canal Diversion only
	Starting Point - Rate*	Starting Point - Rate	Starting Point - Rate
Season 1	<b>33.168</b>	<b>0.666</b>	<b>32.502</b>
Season 2	<b>44.372</b>	<b>0.891</b>	<b>43.481</b>
Season 3	<b>83.731</b>	<b>1.652</b>	<b>82.079</b>
Duty	<b>28661.140</b>	<b>529.405</b>	<b>28.131.74</b>

\*Approximate starting point

**Information highlighted with purple font is to be entered on to the Instream Lease Application Form**

**For Primary Water Right - Certificate 74145**

**For Canal Diversion Only**

Rate (CFS) associated with leased rights for Section 1.5 of the Lease Application Form		Rate and duty identified in this section includes the 43% transmission loss allowed by decree	
	Full Rate	Duty (AF) associated with leased right for Section 1.5 of the Lease Application Form	
Season 1*	<b>0.380</b>	Duty AF/Acre* = <b>6.61</b>	
Season 2*	<b>0.508</b>		
Season 3*	<b>0.959</b>	<b>328.55</b>	

\* Note - The rates and duty identified have been proportion to prevent enlargement of the right and to reflect the amount at which the diversion should be reduced. (for example, S3 = starting canal rate divided by 4441.765 canal acres)

Rates and volumes identified in this section do not include the 43% transmission loss		Volume (AF) leased instream for Section 2.2 of the Lease Application Form	
Rate (CFS) leased instream for Section 2.2 of the Lease Application Form		Duty (decree) AF/Acre =	<b>5.46</b>
	Full Rate	Total =	<b>271.28</b>
		# of Days in each Season	AF/ Season
Season 1	<b>0.341</b>	61	41.26
Season 2	<b>0.457</b>	30	27.19
Season 3	<b>0.847</b>	123	206.64
			<b>275.09</b>

<b>Additional Conditions to Prevent Injury for Section 2.2 of the Lease Application Form</b>			
	# days	AF/Season	
Season 1*	55	37.20	
Season 2	30	27.19	
Season 3	123	206.64	
Season total =	208	<b>271.03</b>	Does not exceed duty
<b>Water protected instream: April 1 through October 25</b>			

\* Note - The number of days that water may be protected instream in Season 1 has been reduced op revent enlargement of the right. The instream rates identified in this section are based upon the face value of the water right minus 43%.

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**This table will calculate flow rate factors and duty for Swalley Irrigation District  
Instream Leases & Transfers**

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IR

Canal Diversion - Enter Total Number of Acres to be Leased Instream Here →	48.880		
Direct Diversion - Enter Total Number of Acres to be Leased Instream Here →	0.000		
Starting Point - Direct Diversion total acres	96.950		
Starting Point - Canal Diversion total acres	4253.780		
Starting Point	Full Right	Direct Diversion only	Canal Diversion only
	Starting Point - Rate*	Starting Point - Rate	Starting Point - Rate
Season 1	33.168	0.666	32.502
Season 2	44.372	0.891	43.481
Season 3	83.731	1.652	82.079
Duty	28661.140	529.405	28,131.74

\*Approximate starting point

**Information highlighted with purple font is to be entered on to the Instream Lease Application Form**

For Primary Water Right - Certificate 74145

For Canal Diversion Only

Rate (CFS) associated with leased rights for Section 1.5 of the Lease Application Form	Rate and duty identified in this section includes the 43% transmission loss allowed by decree		
	Full Rate	Duty (AF) associated with leased right for Section 1.5 of the Lease Application Form	
Season 1*	0.373	Duty AF/Acre* =	6.61
Season 2*	0.500		
Season 3*	0.943		323.26

\* Note - The rates and duty identified have been proportion to prevent enlargement of the right and to reflect the amount at which the diversion should be reduced. (for example, S3 = starting canal rate divided by 4441.765 canal acres)

Rates and volumes identified in this section do not include the 43% transmission loss	Volume (AF) leased instream for Section 2.2 of the Lease Application Form		
Rate (CFS) leased instream for Section 2.2 of the Lease Application Form	Duty (decree) AF/Acre =		5.46
	Total =		266.91
	Full Rate	# of Days in each Season	AF/ Season
Season 1	0.336	61	40.65
Season 2	0.449	30	26.72
Season 3	0.833	123	203.22
			270.59

Additional Conditions to Prevent Injury for Section 2.2 of the Lease Application Form			
	# days	AF/Season	
Season 1*	55	36.65	
Season 2	30	26.72	
Season 3	123	203.22	
Season total =	208	266.59	Does not exceed duty
<b>Water protected instream: April 1 through October 25</b>			

\* Note - The number of days that water may be protected instream in Season 1 has been reduced op revent enlargement of the right. The instream rates identified in this section are based upon the face value of the water right minus 43%.



2/26/2018

**This table will calculate flow rate factors and duty for Swalley Irrigation District  
Instream Leases & Transfers**

Canal Diversion - Enter Total Number of Acres to be Leased Instream Here →	0.800		
Direct Diversion - Enter Total Number of Acres to be Leased Instream Here →	0.000		
Starting Point - Direct Diversion total acres	96.950		
Starting Point - Canal Diversion total acres	4253.780		
Starting Point	Full Right	Direct Diversion only	Canal Diversion only
	Starting Point - Rate*	Starting Point - Rate	Starting Point - Rate
Season 1	33.168	0.666	32.502
Season 2	44.372	0.891	43.481
Season 3	83.731	1.652	82.079
Duty	28661.140	529.405	28.131.74

Ponds  
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\*Approximate starting point

**Information highlighted with purple font is to be entered on to the Instream Lease Application Form**

For Primary Water Right - Certificate 74145

For Canal Diversion Only

Rate (CFS) associated with leased rights for Section 1.5 of the Lease Application Form		Rate and duty identified in this section includes the 43% transmission loss allowed by decree	
	Full Rate	Duty (AF) associated with leased right for Section 1.5 of the Lease Application Form	
Season 1*	0.006	Duty AF/Acre* =	6.61
Season 2*	0.008		
Season 3*	0.015		5.29

\* Note - The rates and duty identified have been proportion to prevent enlargement of the right and to reflect the amount at which the diversion should be reduced. (for example, S3 = starting canal rate divided by 4441.765 canal acres)

Rates and volumes identified in this section do not include the 43% transmission loss		Volume (AF) leased instream for Section 2.2 of the Lease Application Form	
Rate (CFS) leased instream for Section 2.2 of the Lease Application Form		Duty (decree) AF/Acre =	5.46
	Full Rate	Total =	4.37
		# of Days in each Season	AF/ Season
Season 1	0.005	61	0.60
Season 2	0.007	30	0.42
Season 3	0.014	123	3.42
			4.44

Additional Conditions to Prevent Injury for Section 2.2 of the Lease Application Form			
	# days	AF/Season	
Season 1*	55	0.55	
Season 2	30	0.42	
Season 3	123	3.42	
Season total =	208	4.39	Does not exceed duty
<b>Water protected instream: April 1 through October 25</b>			

\* Note - The number of days that water may be protected instream in Season 1 has been reduced op revent enlargement of the right. The instream rates identified in this section are based upon the face value of the water right minus 43%.



**Part 3 of 4 – Place of Use – Lessor Information and Signatures**

**Complete Table 1 Identify water right(s) proposed to be leased instream  
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

**Table 1**

**Irrigation District or other Water Purveyor Name: Swalley Irrigation District**

Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.

If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.  
Any attached table should include reference to the Lessor.

Water Right #	Priority Date	POD #	Twp		Rng		Sec	Q-Q		Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
74145	9/1/1899	Main	17	S	12	E	22	ne	se	102		1.0	IR		IL-1299

Any additional information about the right: \_\_\_\_\_

**Farm Deferral Tax Status:** Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.

The undersigned declare:

- I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant primary or supplemental water right(s); and
- I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and
- I/We affirm that the information in this application is true and accurate.

→ \_\_\_\_\_ Date: 3/2/18  
Signature of Lessor

Printed name (and title): Patrick Griffiths, Water Resource Manager Business name, if applicable: City of Bend

Mailing Address (with state and zip): 710 NW Wall Street, Bend, OR 97701

Phone number (include area code): 241 317 3008 \*\*E-mail address: pgriffiths@bendoregon.gov

\_\_\_\_\_  
Signature of Lessor Date: \_\_\_\_\_

Printed name (and title): \_\_\_\_\_ Business name, if applicable: \_\_\_\_\_

Mailing Address (with state and zip): \_\_\_\_\_ Phone number (include area code): \_\_\_\_\_ \*\*E-mail address: \_\_\_\_\_

District Instream Lease Application (revised 7/28/2017)

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# Swalley Irrigation District

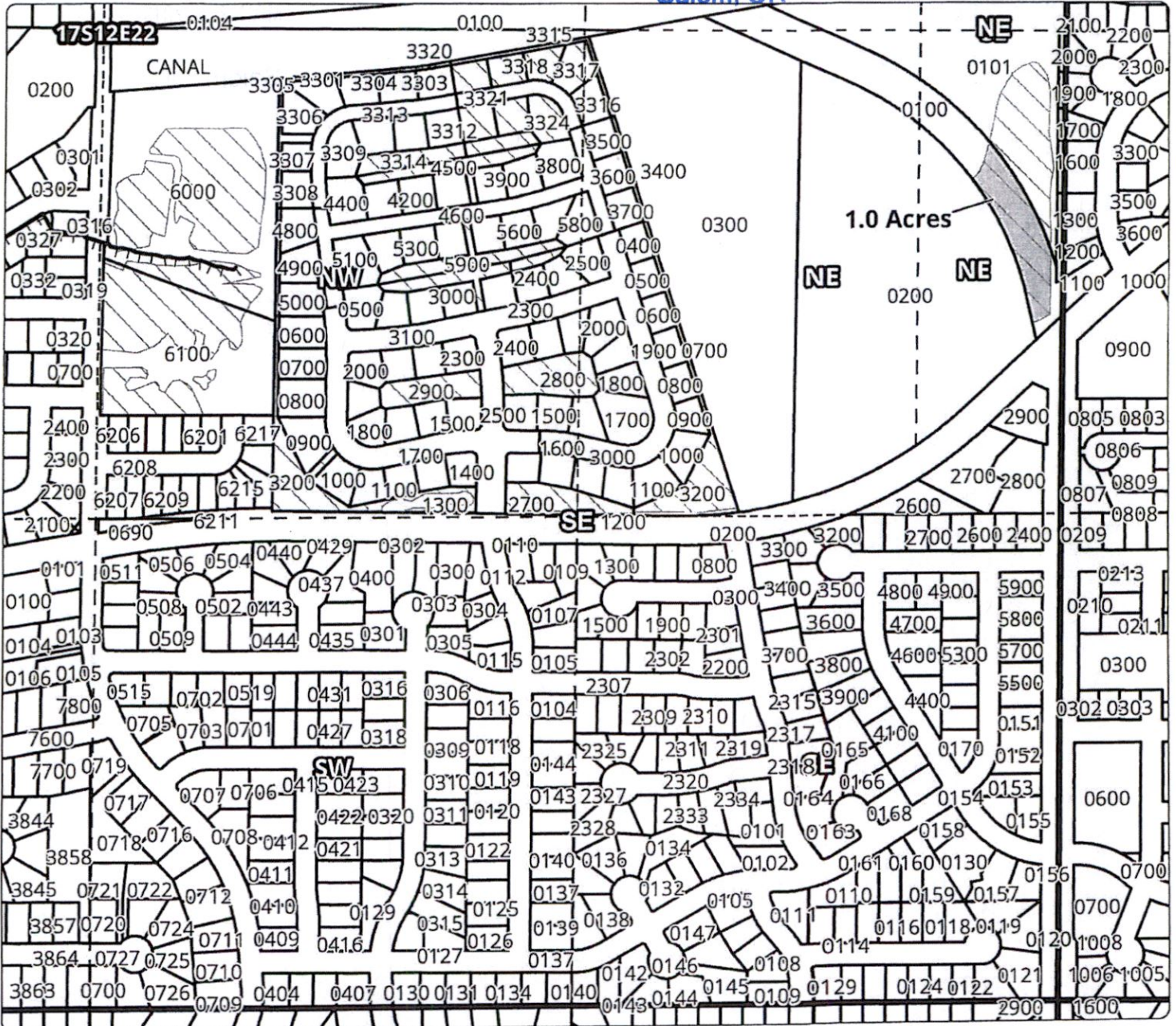
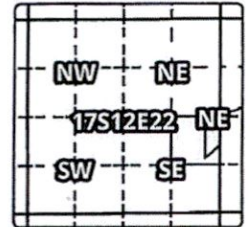
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Cert #: 74145  
 For: City of Bend

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### 1 YEAR INSTREAM LEASE MAP

Taxlot 100, 17S12E22NESE: 1.0 Acres OFF, 0 Acres Remaining

- Point of Diversion
- Canals
- Taxlots
- Lease
- Cert 74145





**Part 3 of 4 – Place of Use – Lessor Information and Signatures**

**Complete Table 1 Identify water right(s) proposed to be leased instream  
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

**Table 1**

**Irrigation District or other Water Purveyor Name:** Swalley Irrigation District

Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.  
If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.  
Any attached table should include reference to the Lessor.

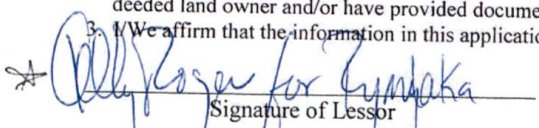
Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
74145	9/1/1899	Main	16 S	12 E	27	SE SE	1100		29.95	IR	8	IL-1267
74145	9/1/1899	Main	16 S	12 E	27	SE SE	1100		0.5	Pond	8	IL-1267

**Any additional information about the right:** \_\_\_\_\_

**Farm Deferral Tax Status:** Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.

The undersigned declare:

- I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant primary or supplemental water right(s); and
- I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and
- I/We affirm that the information in this application is true and accurate.

 Date: 3/8/18

Signature of Lessor

Printed name (and title): \_\_\_\_\_ Business name, if applicable: RYMILAKA, LLC  
 Mailing Address (with state and zip): P.O. Box 6195, Bend, OR 97708  
 Phone number (include area code): 541-915-2950 (contact Randy Thornton) \*\*E-mail address: \_\_\_\_\_

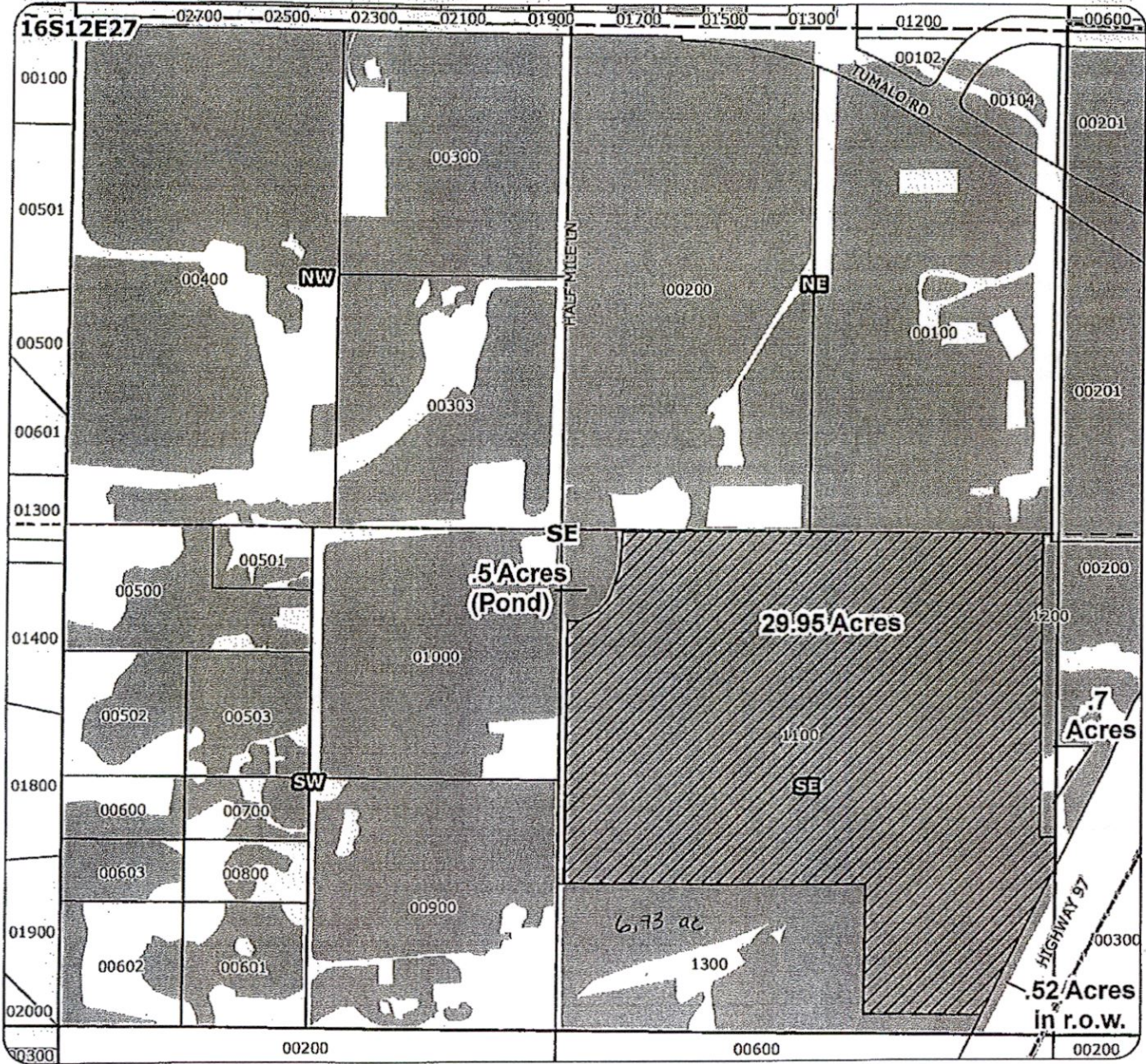
\_\_\_\_\_  
 Signature of Lessor Date: \_\_\_\_\_

Printed name (and title): \_\_\_\_\_ Business name, if applicable: \_\_\_\_\_  
 Mailing Address (with state and zip): \_\_\_\_\_ Phone number (include area code): \_\_\_\_\_ \*\*E-mail address: \_\_\_\_\_



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# 2013 Swalley Irrigation District Instream Lease Map



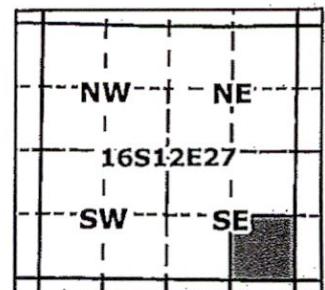
## Application for Instream Lease

-  Proposed Lease of Irrigation Rights
-  Water Rights



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

for  
Rymilaka, LLC  
taxlot 1100- 29.95 acres  
in 161227SESE  
.5 acres of pond rights remaining in taxlot  
Total Lease of 29.95 Acres IRR  
+ Lease of 0.5 Acres POND



Received by OWRD



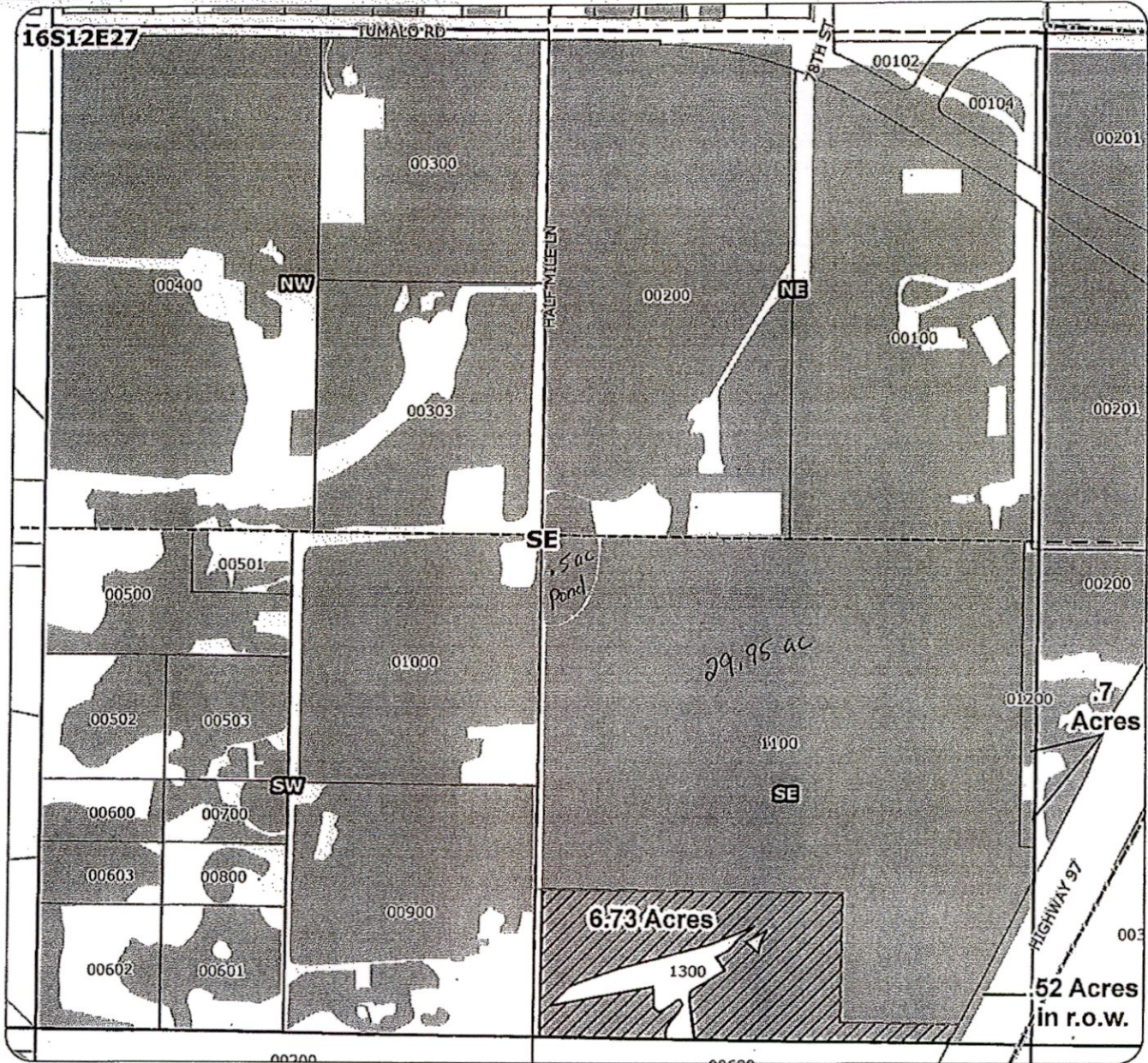
Date Created: June 2008

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# 2013 Swalley Irrigation District Instream Lease Map

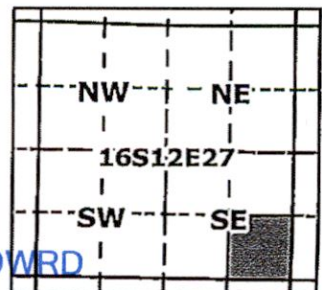


## Application for Instream Lease

-  Proposed Lease of Irrigation Rights
-  Water Rights

for  
 East Slope, LLC  
 taxlot 1300- 6.73 acres  
 in 161227SESE  
 0 acres remaining in taxlot  
 Total Lease of 6.73 Acres

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Geo-Spatial Solutions, Inc.  
[www.geospatialolutions.com](http://www.geospatialolutions.com)

Date Created: June 2008

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1 inch equals 400 feet



Lot line Adjustments

TL 1100

DESCHUTES COUNTY ASSESSOR'S NAME LEDGER

5/29/2008 2:49:30 PM

Account ID 133173 Township 16 Range 12 Section 27 1/4 D 1/16 0 Taxlot 01100 Special Interest

Effective Date 10-Apr-1995 12:00 AM Transaction ID -159925 Entry Date 10-Apr-1995 Recorded Date 10-Apr-1995 Sale Price \$186,480  
 Sale Date 10-Apr-1995

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
3	-195094	1995	CLERK - BOR		1995	3701611	1			NAME CHANGE	

Size Totals Code Acres Sqft Alternate Size

Effective Date 15-May-2003 12:00 AM Transaction ID -47641 Entry Date 15-May-2003 Recorded Date 15-May-2003 Sale Date 15-May-2003

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	-47641	2003	ASSESSOR'S FILE		2003	133173	1	ASSESSOR'S FILE:CONVERSION:133173		CONVERSION	

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
	A	BARRETT, GARY	OWNER	OWNER	
	A	BARRETT, BRUCE	OWNER	OWNER	

Size Changes	Code	+ / - Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code
	2007	28.57 Acres				

Size Totals Code Acres Sqft Alternate Size

Action	Subdivision	Block	Lot	Direction	Part	Part Type
Add:						

Effective Date 23-Sep-2005 9:20 AM Transaction ID 882824 Entry Date 23-Sep-2005 Recorded Date 16-Sep-2005 Sale Price \$700,000  
 Sale Date 16-Sep-2005

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
2	929047	2005	CLERK - BOR	WD	2005	62517	1			PT NAME CHANGE	

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
	D	BARRETT, BRUCE	OWNER	OWNER	
	D	BARRETT, GARY	OWNER	OWNER	
	A	EAST SLOPE INVESTMENT LLC	OWNER	OWNER	100.0000

Size Totals Code Acres Sqft Alternate Size

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Account ID 133173 Township 16 Range 12 Section 27 1/4 D 1/16 0 Taxlot 01100 Special Interest

Effective Date 12-May-2006 9:25 AM Transaction ID 1158123 Entry Date 10-May-2006 Recorded Date 21-Mar-2006 Sale Date 21-Mar-2006

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map																					
1	1221262	2006	CLERK - BOR ACREAGE ADJUSTMENT (-0.52 AC)	WD	2006	19495	1		PT	SIZE CHANGE																						
<table border="0"> <tr> <td><b>Size Changes</b></td> <td><b>Code</b></td> <td><b>+/- Size</b></td> <td><b>Alternate Size</b></td> <td><b>Code Area Deleted</b></td> <td><b>Move to Acct</b></td> <td><b>Move To Code</b></td> </tr> <tr> <td></td> <td>2007</td> <td>-0.52 Acres</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>Size Totals</b></td> <td><b>Code</b></td> <td><b>Acres</b></td> <td><b>Sqft</b></td> <td><b>Alternate Size</b></td> <td colspan="2"></td> </tr> </table>												<b>Size Changes</b>	<b>Code</b>	<b>+/- Size</b>	<b>Alternate Size</b>	<b>Code Area Deleted</b>	<b>Move to Acct</b>	<b>Move To Code</b>		2007	-0.52 Acres					<b>Size Totals</b>	<b>Code</b>	<b>Acres</b>	<b>Sqft</b>	<b>Alternate Size</b>		
<b>Size Changes</b>	<b>Code</b>	<b>+/- Size</b>	<b>Alternate Size</b>	<b>Code Area Deleted</b>	<b>Move to Acct</b>	<b>Move To Code</b>																										
	2007	-0.52 Acres																														
<b>Size Totals</b>	<b>Code</b>	<b>Acres</b>	<b>Sqft</b>	<b>Alternate Size</b>																												
2	1221264	2006	CLERK - BOR LLA WITH TAX LOT 1300 (+2.40 AC)	WD	2006	19495	1		PT	SIZE CHANGE																						
<table border="0"> <tr> <td><b>Size Changes</b></td> <td><b>Code</b></td> <td><b>+/- Size</b></td> <td><b>Alternate Size</b></td> <td><b>Code Area Deleted</b></td> <td><b>Move to Acct</b></td> <td><b>Move To Code</b></td> </tr> <tr> <td></td> <td>2007</td> <td>2.40 Acres</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>Size Totals</b></td> <td><b>Code</b></td> <td><b>Acres</b></td> <td><b>Sqft</b></td> <td><b>Alternate Size</b></td> <td colspan="2"></td> </tr> </table>												<b>Size Changes</b>	<b>Code</b>	<b>+/- Size</b>	<b>Alternate Size</b>	<b>Code Area Deleted</b>	<b>Move to Acct</b>	<b>Move To Code</b>		2007	2.40 Acres					<b>Size Totals</b>	<b>Code</b>	<b>Acres</b>	<b>Sqft</b>	<b>Alternate Size</b>		
<b>Size Changes</b>	<b>Code</b>	<b>+/- Size</b>	<b>Alternate Size</b>	<b>Code Area Deleted</b>	<b>Move to Acct</b>	<b>Move To Code</b>																										
	2007	2.40 Acres																														
<b>Size Totals</b>	<b>Code</b>	<b>Acres</b>	<b>Sqft</b>	<b>Alternate Size</b>																												

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Notes: NEW LEGAL DESCRIPTION

Action Subdivision Block Lot Direction Part Part Type  
Delete:

Action Metes and Bounds  
Add: SEE WD 2006-19495

Effective Date 30-Oct-2006 3:40 PM Transaction ID 1503028 Entry Date 23-Oct-2006 Recorded Date 20-Oct-2006 Sale Price \$328,302 Sale Date 20-Oct-2006

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map																									
1	1615857	2007	CLERK - BOR	WD	2006	70241	1			NAME CHANGE																										
<table border="0"> <tr> <td><b>Name Changes</b></td> <td><b>Status</b></td> <td><b>Name</b></td> <td><b>Name Type</b></td> <td><b>Ownership Type</b></td> <td><b>Ownership %</b></td> </tr> <tr> <td></td> <td>D</td> <td>EAST SLOPE INVESTMENT LLC</td> <td>OWNER</td> <td>OWNER</td> <td>100.0000</td> </tr> <tr> <td></td> <td>A</td> <td>BOSSERT, J SCOTT</td> <td>OWNER</td> <td>OWNER</td> <td>100.0000</td> </tr> <tr> <td><b>Size Totals</b></td> <td><b>Code</b></td> <td><b>Acres</b></td> <td><b>Sqft</b></td> <td><b>Alternate Size</b></td> <td colspan="2"></td> </tr> </table>												<b>Name Changes</b>	<b>Status</b>	<b>Name</b>	<b>Name Type</b>	<b>Ownership Type</b>	<b>Ownership %</b>		D	EAST SLOPE INVESTMENT LLC	OWNER	OWNER	100.0000		A	BOSSERT, J SCOTT	OWNER	OWNER	100.0000	<b>Size Totals</b>	<b>Code</b>	<b>Acres</b>	<b>Sqft</b>	<b>Alternate Size</b>		
<b>Name Changes</b>	<b>Status</b>	<b>Name</b>	<b>Name Type</b>	<b>Ownership Type</b>	<b>Ownership %</b>																															
	D	EAST SLOPE INVESTMENT LLC	OWNER	OWNER	100.0000																															
	A	BOSSERT, J SCOTT	OWNER	OWNER	100.0000																															
<b>Size Totals</b>	<b>Code</b>	<b>Acres</b>	<b>Sqft</b>	<b>Alternate Size</b>																																

Effective Date 06-Nov-2006 7:17 AM Transaction ID 1503132 Entry Date 24-Oct-2006 Recorded Date 23-Oct-2006 Sale Price \$329,338 Sale Date 20-Oct-2006

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	1617152	2007	CLERK - BOR	WD	2006	70608	1			NAME CHANGE	



TL1100

5/29/2008 2:49:30 PM

Account ID 133173 Township 16 Range 12 Section 27 1/4 D 1/16 0 Taxlot 01100 Special Interest

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
	D	BOSSERT, J SCOTT	OWNER	OWNER	100.0000
	A	MCDUGAL, MELVIN L	OWNER	OWNER	100.0000
<b>Size Totals</b>	<b>Code</b>	<b>Acres</b>	<b>Sqft</b>	<b>Alternate Size</b>	

Effective Date 27-Jun-2007 7:56 AM Transaction ID 1628313 Entry Date 20-Jun-2007 Recorded Date 18-Jun-2007 Sale Date 31-Dec-2006

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	1809937	2007	CLERK - BOR	WD	2007	34055	1			NAME CHANGE	

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
	D	MCDUGAL, MELVIN L	OWNER	OWNER	100.0000
	A	MCDUGAL, MELVIN L	OWNER	OWNER	50.0000
	A	ROGERS, KELLY	OWNER	OWNER	50.0000
	A	ROGERS, GAYLA	OWNER	OWNER	50.0000
	A	ROGERS, KAMI	OWNER	OWNER	50.0000
	A	THORNTON, RANDALL	OWNER	OWNER	50.0000
	A	THORNTON, JAN	OWNER	OWNER	50.0000
	A	ROGERS, LONDON	OWNER	OWNER	50.0000
	A	ROGERS, GAYLA CUSTODIAN	OWNER	PROTECTED PERSON	50.0000
	A	THORNTON, MINDY	REPRESENTATIVE	OWNER AS TRUSTEE	
	A	THORNTON, RYAN	OWNER	PROTECTED PERSON	50.0000
	A	THORNTON, JAN CUSTODIAN	OWNER	PROTECTED PERSON	50.0000
	A	THORNTON, JAN CUSTODIAN	REPRESENTATIVE	OWNER AS TRUSTEE	
<b>Size Totals</b>	<b>Code</b>	<b>Acres</b>	<b>Sqft</b>	<b>Alternate Size</b>	

Effective Date 27-Jun-2007 8:00 AM Transaction ID 1628314 Entry Date 20-Jun-2007 Recorded Date 18-Jun-2007 Sale Date 04-Jun-2007

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	1809938	2007	CLERK - BOR	WD	2007	34056	1			NAME CHANGE	

VESTING: T/C

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5/29/2008 2:49:30 PM

Account ID 133173 Township 16 Range 12 Section 27 1/4 D 1/16 0 Taxlot 01100 Special Interest

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
D		MCDUGAL, MELVIN L	OWNER	OWNER	50.0000
D		ROGERS, KELLY	OWNER	OWNER	50.0000
D		ROGERS, GAYLA	OWNER	OWNER	50.0000
D		ROGERS, KAMI	OWNER	OWNER	50.0000
D		THORNTON, RANDALL	OWNER	OWNER	50.0000
D		THORNTON, JAN	OWNER	OWNER	50.0000
D		ROGERS, LONDON	OWNER	OWNER	50.0000
D		ROGERS, GAYLA CUSTODIAN	OWNER	PROTECTED PERSON	50.0000
D		THORNTON, MINDY	REPRESENTATIVE	OWNER AS TRUSTEE	
D		THORNTON, RYAN	OWNER	PROTECTED PERSON	50.0000
D		THORNTON, JAN CUSTODIAN	OWNER	PROTECTED PERSON	50.0000
A		ROGERS, KELLY	REPRESENTATIVE	OWNER AS TRUSTEE	
A		ROGERS, GAYLA	OWNER	OWNER	100.0000
A		ROGERS, KAMI	OWNER	OWNER	100.0000
A		THORNTON, RANDALL	OWNER	OWNER	100.0000
A		THORNTON, JAN	OWNER	OWNER	100.0000
A		ROGERS, LONDON	OWNER	OWNER	100.0000
A		ROGERS, GAYLA CUSTODIAN	OWNER	PROTECTED PERSON	100.0000
A		THORNTON, MINDY	REPRESENTATIVE	OWNER AS TRUSTEE	
A		THORNTON, RYAN	OWNER	PROTECTED PERSON	100.0000
A		THORNTON, JAN CUSTODIAN	OWNER	PROTECTED PERSON	100.0000
A		THORNTON, JAN CUSTODIAN	REPRESENTATIVE	OWNER AS TRUSTEE	

Size Totals	Code	Acres	Sqft	Alternate Size
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Effective Date 27-Jun-2007 8:01 AM Transaction ID 1628315 Entry Date 20-Jun-2007 Recorded Date 18-Jun-2007 Sale Date 07-Jun-2007

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	1809939	2007	CLERK - BOR	WD	2007	34057	1			NAME CHANGE	

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
D		ROGERS, KELLY	OWNER	OWNER	100.0000
D		ROGERS, GAYLA	OWNER	OWNER	100.0000
D		ROGERS, KAMI	OWNER	OWNER	100.0000
D		THORNTON, RANDALL	OWNER	OWNER	100.0000
D		THORNTON, JAN	OWNER	OWNER	100.0000
D		ROGERS, LONDON	OWNER	OWNER	100.0000
D		ROGERS, GAYLA CUSTODIAN	OWNER	PROTECTED PERSON	100.0000
D		THORNTON, MINDY	REPRESENTATIVE	OWNER AS TRUSTEE	
D		THORNTON, RYAN	OWNER	PROTECTED PERSON	100.0000
D		THORNTON, JAN CUSTODIAN	OWNER	PROTECTED PERSON	100.0000
A		RYMILAKA LLC	REPRESENTATIVE	OWNER AS TRUSTEE	
A		RYMILAKA LLC	OWNER	OWNER	100.0000

Size Totals	Code	Acres	Sqft	Alternate Size
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*Lot Line Adjustments*  
**DESCHUTES COUNTY ASSESSOR'S NAME LEDGER**

TL 1300

5/30/2008 9:46:49 AM

Account ID 133171 Township 16 Range 12 Section 27 1/4 D 1/16 0 Taxlot 01300 Special Interest

Effective Date 10-Apr-1995 12:00 AM Transaction ID -159925 Entry Date 10-Apr-1995 Recorded Date 10-Apr-1995 Sale Price \$186,480  
 Sale Date 10-Apr-1995

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
2	-195095	1995	CLERK - BOR		1995	3701611	1			NAME CHANGE	

Size Totals Code Acres Sqft Alternate Size

Effective Date 02-Jul-2001 12:00 AM Transaction ID -131123 Entry Date 02-Jul-2001 Recorded Date 02-Jul-2001 Sale Price \$0  
 Sale Date 02-Jul-2001

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	-160731	2001	CLERK - BOR		2001	34395	1			NAME CHANGE	

Size Totals Code Acres Sqft Alternate Size

Effective Date 15-May-2003 12:00 AM Transaction ID -47643 Entry Date 15-May-2003 Recorded Date 15-May-2003 Sale Date 15-May-2003

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	-47643	2003	ASSESSOR'S FILE		2003	133171	1	ASSESSOR'S FILE:CONVERSION:133171		CONVERSION	

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
	A	BARRETT, REBECCA L	OWNER	OWNER	
	A	BARRETT, BRUCE G	OWNER	OWNER	

Size Changes	Code	+ / - Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code
	2007	10.00 Acres				

Size Totals Code Acres Sqft Alternate Size

Action	Subdivision	Block	Lot	Direction	Part	Part Type
Add:						

Effective Date 21-Sep-2003 12:00 AM Transaction ID 229306 Entry Date 21-Sep-2003 Recorded Date 29-Jul-2003 Sale Price \$0  
 Sale Date 10-Jun-2003

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	234847	2003	CLERK - BOR	B&S	2003	50963	1			NAME CHANGE	

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TL 1300  
5/30/2008 9:46:49 AM

Account ID 133171 Township 16 Range 12 Section 27 1/4 D 1/16 0 Taxlot 01300 Special Interest

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
	D	BARRETT, BRUCE G	OWNER	OWNER	
	D	BARRETT, REBECCA L	OWNER	OWNER	
	A	BARRETT, BRUCE G	OWNER	OWNER	
	A	RIGHT OF SURVIVORSHIP-BARRETT, GARY W	OWNER	OWNER	50.0000
	A	BARRETT, GARY W	OWNER	OWNER	
	A	RIGHT OF SURVIVORSHIP-BARRETT, BRUCE G	OWNER	OWNER	50.0000

Size Totals Code Acres Sqft Alternate Size

Effective Date 23-Sep-2005 9:20 AM Transaction ID 882824 Entry Date 23-Sep-2005 Recorded Date 16-Sep-2005 Sale Price \$700,000 Sale Date 16-Sep-2005

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	929045	2005	CLERK - BOR	WD	2005	62517	1		PT	NAME CHANGE	

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
	D	BARRETT, BRUCE G	OWNER	OWNER	50.0000
	D	RIGHT OF SURVIVORSHIP-BARRETT, GARY W	OWNER	OWNER	50.0000
	D	BARRETT, GARY W	OWNER	OWNER	
	A	RIGHT OF SURVIVORSHIP-BARRETT, BRUCE G	OWNER	OWNER	100.0000
	A	EAST SLOPE INVESTMENT LLC	OWNER	OWNER	

Size Totals Code Acres Sqft Alternate Size

Effective Date 12-May-2006 9:25 AM Transaction ID 1158123 Entry Date 10-May-2006 Recorded Date 21-Mar-2006 Sale Date 21-Mar-2006

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
3	1221265	2006	CLERK - BOR	WD	2006	19496	1		PT	SIZE CHANGE	

Size Changes	Code	+ / - Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code
	2007	-2.40 Acres				

Size Totals Code Acres Sqft Alternate Size

Notes: NEW LEGAL DESCRIPTION

Action Subdivision Delete: Block Lot Direction Part Part Type

Action Metes and Bounds Add: SEE WD 2006-19496

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Lot line Adjustments

TL 1100

DESCHUTES COUNTY ASSESSOR'S NAME LEDGER

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Account ID 133173 Township 16 Range 12 Section 27 1/4 D 1/16 0 Taxlot 01100 Special Interest

Effective Date 10-Apr-1995 12:00 AM Transaction ID -159925 Entry Date 10-Apr-1995 Recorded Date 10-Apr-1995 Sale Price \$186,480 Sale Date 10-Apr-1995

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
3	-195094	1995	CLERK - BOR		1995	3701611	1			NAME CHANGE	

Size Totals Code Acres Sqft Alternate Size

Effective Date 15-May-2003 12:00 AM Transaction ID -47641 Entry Date 15-May-2003 Recorded Date 15-May-2003 Sale Date 15-May-2003

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	-47641	2003	ASSESSOR'S FILE		2003	133173	1	ASSESSOR'S FILE:CONVERSION:133173		CONVERSION	

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
	A	BARRETT, GARY	OWNER	OWNER	
	A	BARRETT, BRUCE	OWNER	OWNER	

Size Changes	Code	+/- Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code
	2007	28.57 Acres				

Size Totals Code Acres Sqft Alternate Size

Action	Subdivision	Block	Lot	Direction	Part	Part Type
Add:						

Effective Date 23-Sep-2005 9:20 AM Transaction ID 882824 Entry Date 23-Sep-2005 Recorded Date 16-Sep-2005 Sale Price \$700,000 Sale Date 16-Sep-2005

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
2	929047	2005	CLERK - BOR	WD	2005	62517	1			NAME CHANGE	

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
	D	BARRETT, BRUCE	OWNER	OWNER	
	D	BARRETT, GARY	OWNER	OWNER	
	A	EAST SLOPE INVESTMENT LLC	OWNER	OWNER	100.0000

Size Totals Code Acres Sqft Alternate Size

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5/29/2008 2:49:30 PM

Account ID 133173 Township 16 Range 12 Section 27 1/4 D 1/16 0 Taxlot 01100 Special Interest

Effective Date 12-May-2006 9:25 AM Transaction ID 1158123 Entry Date 10-May-2006 Recorded Date 21-Mar-2006 Sale Date 21-Mar-2006

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	1221262	2006	CLERK - BOR ACREAGE ADJUSTMENT (-0.52 AC)	WD	2006	19495	1		PT	SIZE CHANGE	
Size Changes Code +/- Size Alternate Size Code Area Deleted Move to Acct Move To Code 2007 -0.52 Acres Size Totals Code Acres Sqft Alternate Size											
2	1221264	2006	CLERK - BOR LLA WITH TAX LOT 1300 (+2.40 AC)	WD	2006	19495	1		PT	SIZE CHANGE	
Size Changes Code +/- Size Alternate Size Code Area Deleted Move to Acct Move To Code 2007 2.40 Acres Size Totals Code Acres Sqft Alternate Size											

Notes: NEW LEGAL DESCRIPTION

Action Subdivision Delete: Block Lot Direction Part Part Type

Action Metes and Bounds Add: SEE WD 2006-19495

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Effective Date 30-Oct-2006 3:40 PM Transaction ID 1503028 Entry Date 23-Oct-2006 Recorded Date 20-Oct-2006 Sale Price \$328,302 Sale Date 20-Oct-2006

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	1615857	2007	CLERK - BOR	WD	2006	70241	1			NAME CHANGE	
Name Changes Status Name Name Type Ownership Type Ownership % D EAST SLOPE INVESTMENT LLC OWNER OWNER 100.0000 A BOSSERT, J SCOTT OWNER OWNER 100.0000 Size Totals Code Acres Sqft Alternate Size											

Effective Date 06-Nov-2006 7:17 AM Transaction ID 1503132 Entry Date 24-Oct-2006 Recorded Date 23-Oct-2006 Sale Price \$329,338 Sale Date 20-Oct-2006

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	1617152	2007	CLERK - BOR	WD	2006	70608	1			NAME CHANGE	



TL1100

5/29/2008 2:49:30 PM

Account ID 133173 Township 16 Range 12 Section 27 1/4 D 1/16 0 Taxlot 01100 Special Interest

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
	D	BOSSERT, J SCOTT	OWNER	OWNER	100.0000
	A	MCDUGAL, MELVIN L	OWNER	OWNER	100.0000
Size Totals					

Effective Date 27-Jun-2007 7:56 AM Transaction ID 1628313 Entry Date 20-Jun-2007 Recorded Date 18-Jun-2007 Sale Date 31-Dec-2006

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	1809937	2007	CLERK - BOR	WD	2007	34055	1			NAME CHANGE	

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
	D	MCDUGAL, MELVIN L	OWNER	OWNER	100.0000
	A	MCDUGAL, MELVIN L	OWNER	OWNER	50.0000
	A	ROGERS, KELLY	OWNER	OWNER	50.0000
	A	ROGERS, GAYLA	OWNER	OWNER	50.0000
	A	ROGERS, KAMI	OWNER	OWNER	50.0000
	A	THORNTON, RANDALL	OWNER	OWNER	50.0000
	A	THORNTON, JAN	OWNER	OWNER	50.0000
	A	ROGERS, LANDON	OWNER	OWNER	50.0000
	A	ROGERS, GAYLA CUSTODIAN	OWNER	PROTECTED PERSON	50.0000
	A	THORNTON, MINDY	REPRESENTATIVE	OWNER AS TRUSTEE	
	A	THORNTON, RYAN	OWNER	PROTECTED PERSON	50.0000
	A	THORNTON, JAN CUSTODIAN	OWNER	PROTECTED PERSON	50.0000
			REPRESENTATIVE	OWNER AS TRUSTEE	
Size Totals					

Effective Date 27-Jun-2007 8:00 AM Transaction ID 1628314 Entry Date 20-Jun-2007 Recorded Date 18-Jun-2007 Sale Date 04-Jun-2007

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	1809938	2007	CLERK - BOR	WD	2007	34056	1			NAME CHANGE	

VESTING: T/C

Received by OWFRD  
MAR 13 2018  
Salem, OR

TL 1100  
5/29/2008 2:49:30 PM

Account ID 133173 Township 16 Range 12 Section 27 1/4 D 1/16 0 Taxlot 01100 Special Interest

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
D		MCDUGAL, MELVIN L	OWNER	OWNER	
D		ROGERS, KELLY	OWNER	OWNER	50.0000
D		ROGERS, GAYLA	OWNER	OWNER	50.0000
D		ROGERS, KAMI	OWNER	OWNER	50.0000
D		THORNTON, RANDALL	OWNER	OWNER	50.0000
D		THORNTON, JAN	OWNER	OWNER	50.0000
D		ROGERS, LANDON	OWNER	OWNER	50.0000
D		ROGERS, GAYLA CUSTODIAN	OWNER	OWNER	50.0000
D		THORNTON, MINDY	REPRESENTATIVE	PROTECTED PERSON	50.0000
D		THORNTON, RYAN	OWNER	OWNER AS TRUSTEE	
D		THORNTON, JAN CUSTODIAN	OWNER	PROTECTED PERSON	50.0000
A		ROGERS, KELLY	REPRESENTATIVE	OWNER AS TRUSTEE	
A		ROGERS, GAYLA	OWNER	OWNER	100.0000
A		ROGERS, KAMI	OWNER	OWNER	100.0000
A		THORNTON, RANDALL	OWNER	OWNER	100.0000
A		THORNTON, JAN	OWNER	OWNER	100.0000
A		ROGERS, LANDON	OWNER	OWNER	100.0000
A		ROGERS, GAYLA CUSTODIAN	OWNER	OWNER	100.0000
A		THORNTON, MINDY	REPRESENTATIVE	PROTECTED PERSON	100.0000
A		THORNTON, RYAN	OWNER	OWNER AS TRUSTEE	
A		THORNTON, JAN CUSTODIAN	OWNER	PROTECTED PERSON	100.0000
A		THORNTON, JAN CUSTODIAN	OWNER	PROTECTED PERSON	100.0000
A		THORNTON, JAN CUSTODIAN	REPRESENTATIVE	OWNER AS TRUSTEE	

Size Totals	Code	Acres	Sqft	Alternate Size
-------------	------	-------	------	----------------

Effective Date 27-Jun-2007 8:01 AM Transaction ID 1628315 Entry Date 20-Jun-2007 Recorded Date 18-Jun-2007 Sale Date 07-Jun-2007

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	1809939	2007	CLERK - BOR	WD	2007	34057	1			NAME CHANGE	

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
D		ROGERS, KELLY	OWNER	OWNER	100.0000
D		ROGERS, GAYLA	OWNER	OWNER	100.0000
D		ROGERS, KAMI	OWNER	OWNER	100.0000
D		THORNTON, RANDALL	OWNER	OWNER	100.0000
D		THORNTON, JAN	OWNER	OWNER	100.0000
D		ROGERS, LANDON	OWNER	OWNER	100.0000
D		ROGERS, GAYLA CUSTODIAN	OWNER	OWNER	100.0000
D		THORNTON, MINDY	REPRESENTATIVE	PROTECTED PERSON	100.0000
D		THORNTON, RYAN	OWNER	OWNER AS TRUSTEE	
D		THORNTON, JAN CUSTODIAN	OWNER	PROTECTED PERSON	100.0000
D		THORNTON, JAN CUSTODIAN	OWNER	PROTECTED PERSON	100.0000
A		RYMILAKA LLC	REPRESENTATIVE	OWNER AS TRUSTEE	
A		RYMILAKA LLC	OWNER	OWNER	100.0000

Size Totals	Code	Acres	Sqft	Alternate Size
-------------	------	-------	------	----------------

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 MAR 13 2018  
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**Part 3 of 4 – Place of Use – Lessor Information and Signatures**

**Complete Table 1 Identify water right(s) proposed to be leased instream  
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

**Table 1**

**Irrigation District or other Water Purveyor Name: Swalley Irrigation District**

Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.  
If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.  
Any attached table should include reference to the Lessor.

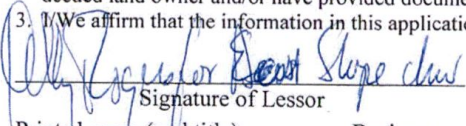
Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
74145	9/1/1899	Main	16 S	12 E	27	SE SE	1300		6.73	IR	8	IL-1267

**Any additional information about the right:** \_\_\_\_\_

**Farm Deferral Tax Status:** Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.

The undersigned declare:

1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as any other appurtenant primary or supplemental water right(s); and
2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and
3. I/We affirm that the information in this application is true and accurate.

\*  Date: 3/8/18

Signature of Lessor  
 Printed name (and title): \_\_\_\_\_ Business name, if applicable: East Slope Investments, LLC  
 Mailing Address (with state and zip): P.O. Box 6195, Bend, OR 97708  
 Phone number (include area code): \_\_\_\_\_ \*\*E-mail address: \_\_\_\_\_

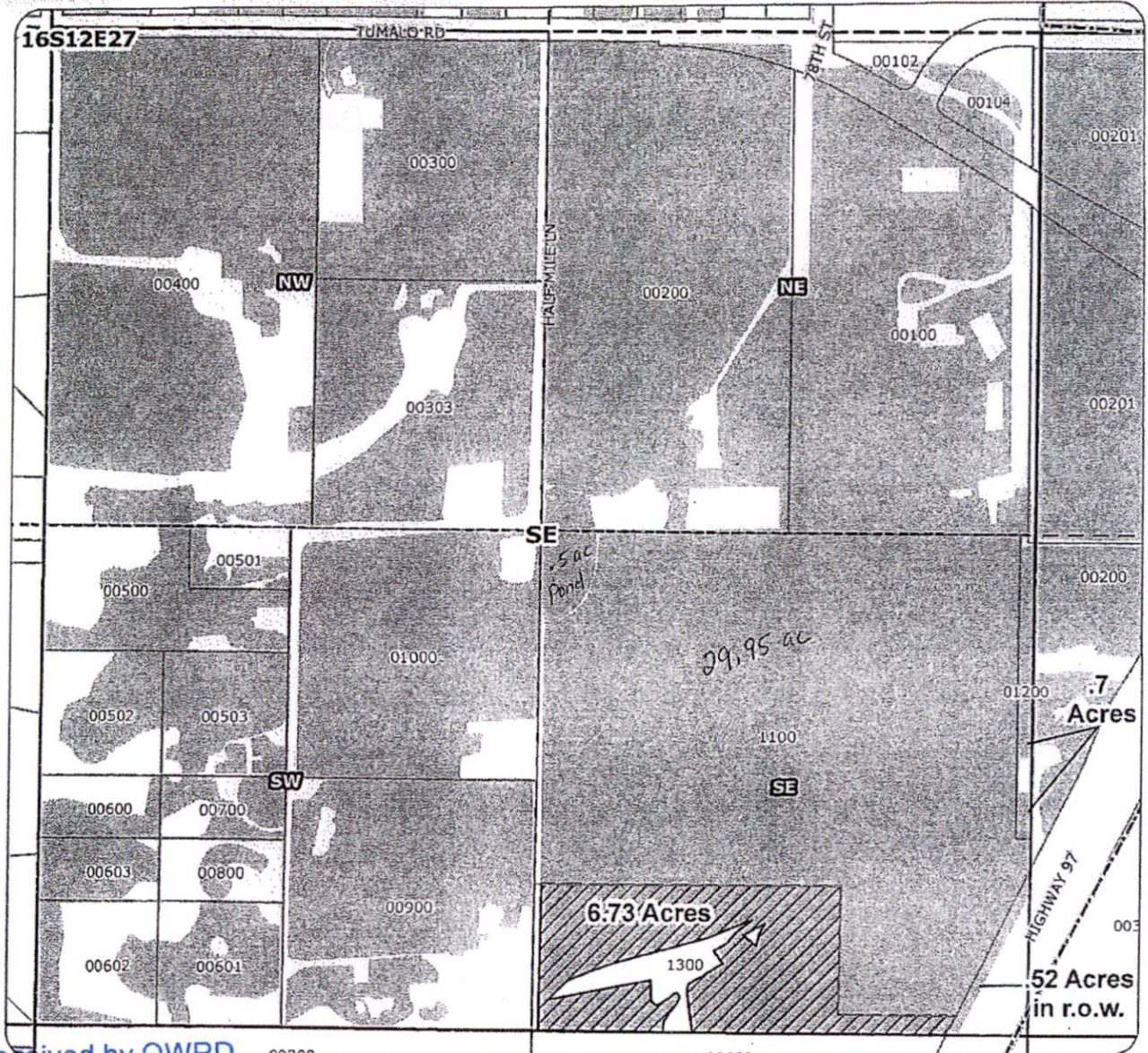
\_\_\_\_\_  
 Signature of Lessor Date: \_\_\_\_\_

Printed name (and title): \_\_\_\_\_ Business name, if applicable: \_\_\_\_\_  
 Mailing Address (with state and zip): \_\_\_\_\_ Phone number (include area code): \_\_\_\_\_ \*\*E-mail address: \_\_\_\_\_

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# 2013 Swalley Irrigation District Instream Lease Map



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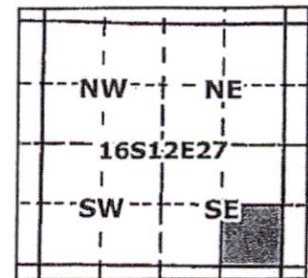
MAR 13 2018

## Application for Instream Lease

-  Proposed Lease of Irrigation Rights
-  Water Rights

Salem, OR

for  
 East Slope, LLC  
 taxlot 1300- 6.73 acres  
 in 161227SESE  
 0 acres remaining in taxlot  
 Total Lease of 6.73 Acres



1 inch equals 400 feet



Geo-Spatial Solutions, Inc.

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

Date Created: June 2008



*Lot Line Adjustments*  
**DESCHUTES COUNTY ASSESSOR'S NAME LEDGER**

TL 1300

5/30/2008 9:46:49 AM

Account ID 133171 Township 16 Range 12 Section 27 1/4 D 1/16 0 Taxlot 01300 Special Interest

Effective Date 10-Apr-1995 12:00 AM Transaction ID -159925 Entry Date 10-Apr-1995 Recorded Date 10-Apr-1995 Sale Price \$186,480  
 Sale Date 10-Apr-1995

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
2	-195095	1995	CLERK - BOR		1995	3701611	1			NAME CHANGE	

Size Totals Code Acres Sqft Alternate Size

Effective Date 02-Jul-2001 12:00 AM Transaction ID -131123 Entry Date 02-Jul-2001 Recorded Date 02-Jul-2001 Sale Price \$0  
 Sale Date 02-Jul-2001

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	-180731	2001	CLERK - BOR		2001	34395	1			NAME CHANGE	

Size Totals Code Acres Sqft Alternate Size

Effective Date 15-May-2003 12:00 AM Transaction ID -47643 Entry Date 15-May-2003 Recorded Date 15-May-2003 Sale Date 15-May-2003

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	-47643	2003	ASSESSOR'S FILE		2003	133171	1	ASSESSOR'S FILE:CONVERSION:133171		CONVERSION	

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
	A	BARRETT, REBECCA L	OWNER	OWNER	
	A	BARRETT, BRUCE G	OWNER	OWNER	

Size Changes	Code	+/- Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code
	2007	10.00 Acres				

Size Totals Code Acres Sqft Alternate Size

Action	Subdivision	Block	Lot	Direction	Part	Part Type
Add:						

Effective Date 21-Sep-2003 12:00 AM Transaction ID 229306 Entry Date 21-Sep-2003 Recorded Date 29-Jul-0203 Sale Price \$0  
 Sale Date 10-Jun-2003

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	234847	2003	CLERK - BOR	B&S	2003	50963	1			NAME CHANGE	

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TL 1300  
5/30/2008 9:48:49 AM

Account ID 133171 Township 16 Range 12 Section 27 1/4 D 1/16 0 Taxlot 01300 Special Interest

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
D		BARRETT, BRUCE G	OWNER	OWNER	
D		BARRETT, REBECCA L	OWNER	OWNER	
A		BARRETT, BRUCE G	OWNER	OWNER	
A		RIGHT OF SURVIVORSHIP-BARRETT, GARY W	OWNER	OWNER	50.0000
A		BARRETT, GARY W	OWNER	OWNER	
A		RIGHT OF SURVIVORSHIP-BARRETT, BRUCE G	OWNER	OWNER	50.0000
<b>Size Totals</b>					
Code	Acres	Sqft	Alternate Size		

Effective Date 23-Sep-2005 9:20 AM Transaction ID 882824 Entry Date 23-Sep-2005 Recorded Date 16-Sep-2005 Sale Price \$700,000 Sale Date 16-Sep-2005

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map																																																
1	929045	2005	CLERK - BOR	WD	2005	62517	1		PT	NAME CHANGE																																																	
<table border="1"> <thead> <tr> <th>Name Changes</th> <th>Status</th> <th>Name</th> <th>Name Type</th> <th>Ownership Type</th> <th>Ownership %</th> </tr> </thead> <tbody> <tr> <td>D</td> <td></td> <td>BARRETT, BRUCE G</td> <td>OWNER</td> <td>OWNER</td> <td>50.0000</td> </tr> <tr> <td>D</td> <td></td> <td>RIGHT OF SURVIVORSHIP-BARRETT, GARY W</td> <td>OWNER</td> <td>OWNER</td> <td>50.0000</td> </tr> <tr> <td>D</td> <td></td> <td>BARRETT, GARY W</td> <td>OWNER</td> <td>OWNER</td> <td></td> </tr> <tr> <td>A</td> <td></td> <td>RIGHT OF SURVIVORSHIP-BARRETT, BRUCE G</td> <td>OWNER</td> <td>OWNER</td> <td>50.0000</td> </tr> <tr> <td>A</td> <td></td> <td>EAST SLOPE INVESTMENT LLC</td> <td>OWNER</td> <td>OWNER</td> <td>100.0000</td> </tr> <tr> <td colspan="6"><b>Size Totals</b></td> </tr> <tr> <td>Code</td> <td>Acres</td> <td>Sqft</td> <td>Alternate Size</td> <td></td> <td></td> </tr> </tbody> </table>												Name Changes	Status	Name	Name Type	Ownership Type	Ownership %	D		BARRETT, BRUCE G	OWNER	OWNER	50.0000	D		RIGHT OF SURVIVORSHIP-BARRETT, GARY W	OWNER	OWNER	50.0000	D		BARRETT, GARY W	OWNER	OWNER		A		RIGHT OF SURVIVORSHIP-BARRETT, BRUCE G	OWNER	OWNER	50.0000	A		EAST SLOPE INVESTMENT LLC	OWNER	OWNER	100.0000	<b>Size Totals</b>						Code	Acres	Sqft	Alternate Size		
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Code	Acres	Sqft	Alternate Size																																																								

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Effective Date 12-May-2006 9:25 AM Transaction ID 1158123 Entry Date 10-May-2006 Recorded Date 21-Mar-2006 Sale Date 21-Mar-2006

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map																												
3	1221265	2006	CLERK - BOR	WD	2006	19496	1		PT	SIZE CHANGE																													
LLA WITH TAX LOT 1100 (-2.40 AC)																																							
<table border="1"> <thead> <tr> <th>Size Changes</th> <th>Code</th> <th>+/- Size</th> <th>Alternate Size</th> <th>Code Area Deleted</th> <th>Move to Acct</th> <th>Move To Code</th> </tr> </thead> <tbody> <tr> <td></td> <td>2007</td> <td>-2.40 Acres</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="7"><b>Size Totals</b></td> </tr> <tr> <td>Code</td> <td>Acres</td> <td>Sqft</td> <td>Alternate Size</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>												Size Changes	Code	+/- Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code		2007	-2.40 Acres					<b>Size Totals</b>							Code	Acres	Sqft	Alternate Size			
Size Changes	Code	+/- Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code																																	
	2007	-2.40 Acres																																					
<b>Size Totals</b>																																							
Code	Acres	Sqft	Alternate Size																																				

Notes: NEW LEGAL DESCRIPTION

Action Subdivision Delete: Block Lot Direction Part Part Type

Action Metes and Bounds Add: SEE WD 2006-19496



**Part 3 of 4 – Place of Use – Lessor Information and Signatures**

**Complete Table 1 Identify water right(s) proposed to be leased instream  
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

**Table 1**

**Irrigation District or other Water Purveyor Name: Swalley Irrigation District**

Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.

If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.  
Any attached table should include reference to the Lessor.

Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
74145	9/1/1899	Main	16 S	12 E	21	nw sw	900		4.0	IR	7	IL-1266
74145	9/1/1899	Main	16 S	12 E	21	sw sw	900		1.5	IR	7	IL-1266

**Any additional information about the right:**

**Farm Deferral Tax Status:** Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.

The undersigned declare:

1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant primary or supplemental water right(s); and
2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and
3. I/We affirm that the information in this application is true and accurate.

\* \_\_\_\_\_ Date: 5/12/18  
Signature of Lessor

Printed name (and title): Steve Wilson Business name, if applicable: \_\_\_\_\_  
Mailing Address (with state and zip): 3326 NW Franklin Crt., Portland, OR 97210  
Phone number (include area code): 503-222-0020 \*\*E-mail address: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Lessor

Printed name (and title): \_\_\_\_\_ Business name, if applicable: \_\_\_\_\_  
Mailing Address (with state and zip): \_\_\_\_\_ Phone number (include area code): \_\_\_\_\_ \*\*E-mail address: \_\_\_\_\_

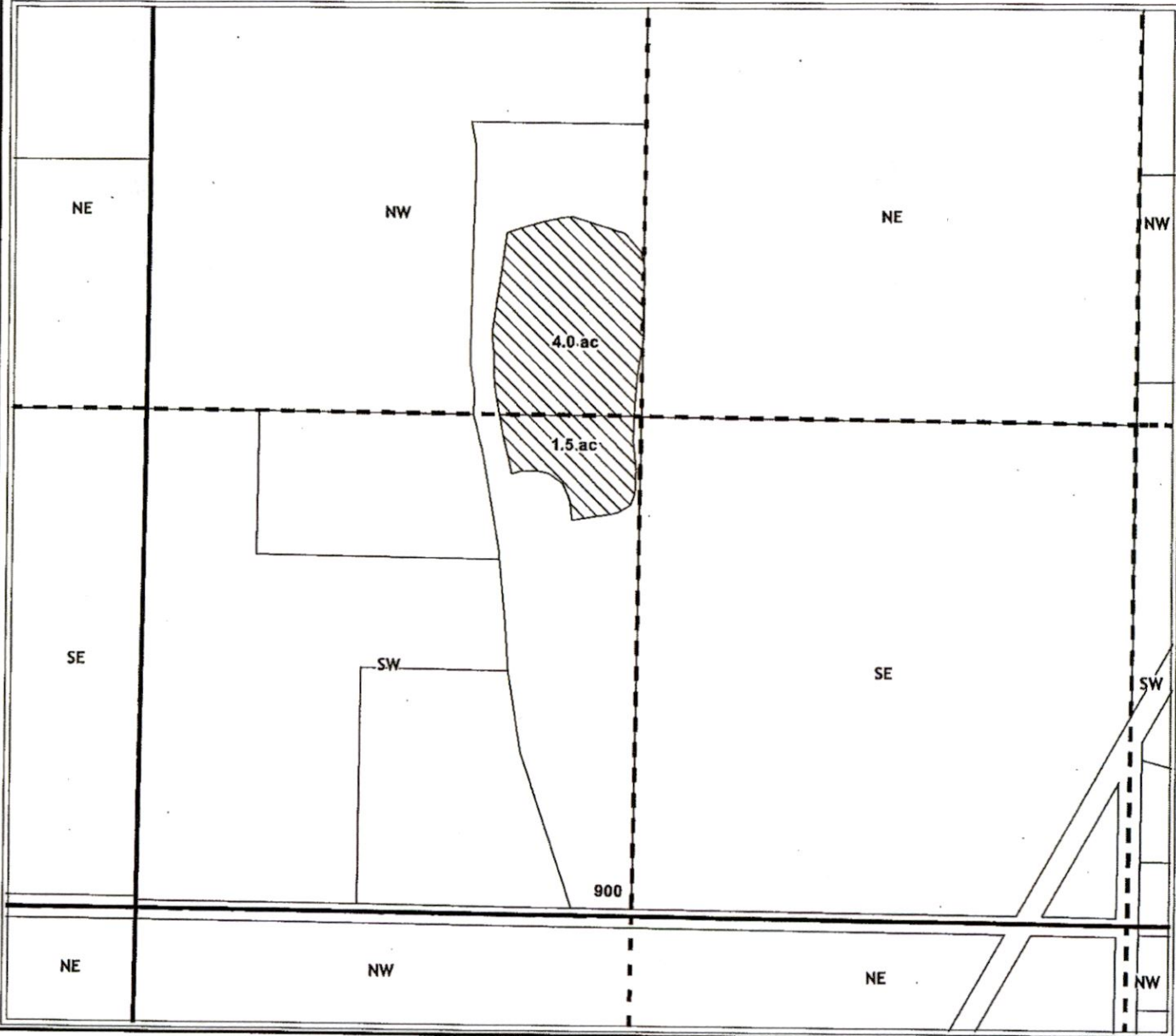
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MAR 13 2018  
Salem, OR

MAR 13 2018

# INSTREAM LEASE MAP

## T16S. R12E. SECTION 21

Salem, OR



### APPLICATION FOR INSTREAM LEASE

for

### Wilson, S. Shepard Tax Lot 900 - 5.5 Acres



**Geo-Spatial Solutions, Inc.**

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

Date Created: May 28, 2004



1 inch equals 400 feet





10/01/2007 01:35:50 PM

D-D Cnt=1 Stn=3 PG  
\$5.00 \$11.00 \$10.00 \$5.00

Grantor's Name and Address:

Steven S. Wilson  
Personal Representative  
3326 N.W. Franklin  
Portland, OR 97210

Grantee's Name and Address:

Steven S. Wilson  
3326 N.W. Franklin  
Portland, OR 97210

Received by OWRD

MAR 13 2018

Salem, OR

After recording, return to:

Richard D. Senders  
Rose, Senders & Bovarnick, LLP  
1205 N.W. 25<sup>th</sup> Avenue  
Portland, OR 97210

**PERSONAL REPRESENTATIVE'S DEED**

Steven S. Wilson, the duly appointed, qualified and acting personal representative of the Estate of Sidney S. Wilson, decedent, probated in Multnomah County as Case No. 0612-91799, grantor, does hereby grant, bargain, sell and convey the decedent's one-half (½) interest in that certain real property situated in the County of Deschutes, State of Oregon, described below, to Steven S. Wilson, grantee:

That part of the West Half of the Southwest Quarter of Section 21, Township 16 South, Range 12 E.W.M. lying East of the Swalley Canal, and excepting the North 550 feet thereof, containing 13 acres, more or less, and six acres of water rights with the Swalley Water District.

The true and actual consideration paid for this transfer, stated in terms of dollars is: Distribution of estate pursuant to judgment. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

IN WITNESS WHEREOF, the grantor has executed this instrument.

DATED: September 26, 2007.

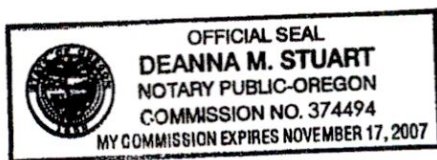
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORD 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OF COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352

ESTATE OF SIDNEY S. WILSON, DECEASED

By: SS Wilson, Personal Representative  
Steven S. Wilson  
Personal Representative

STATE OF OREGON )  
  ) ss.  
County of Multnomah )

This instrument was acknowledged before me by Steven S. Wilson on September 26, 2007.



Deanna M. Stuart  
Notary Public for Oregon  
My Commission Expires: 11/17/2007

**Part 3 of 4 – Place of Use – Lessor Information and Signatures**

**Complete Table 1 Identify water right(s) proposed to be leased instream  
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

**Table 1**

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74145	9/1/1899	Main	17	S 12	E 9	ne nw	1100		0.5	IR	17	IL-1267
74145	9/1/1899	Main	17	S 12	E 9	se nw	1100		2.0	IR	18	IL-1267

**Any additional information about the right:** \_\_\_\_\_

**Farm Deferral Tax Status:** Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.

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2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and
3. I/We affirm that the information in this application is true and accurate.

★

\_\_\_\_\_  
Signature of Lessor Date: 3 8 18

Printed name (and title): Aaron Dixon Business name, if applicable:  
Mailing Address (with state and zip): 3770 Jupiter Ave, Lompoc, CA 93436  
Phone number (include area code): 805-570-3653 E-mail address: dixonbresracinq@gmail.com

\_\_\_\_\_  
Signature of Lessor Date: \_\_\_\_\_

Printed name (and title): \_\_\_\_\_ Business name, if applicable: \_\_\_\_\_  
Mailing Address (with state and zip): \_\_\_\_\_ Phone number (include area code): \_\_\_\_\_ \*\*E-mail address: \_\_\_\_\_

Received by OWRD  
MAR 13 2018  
Salem, OR



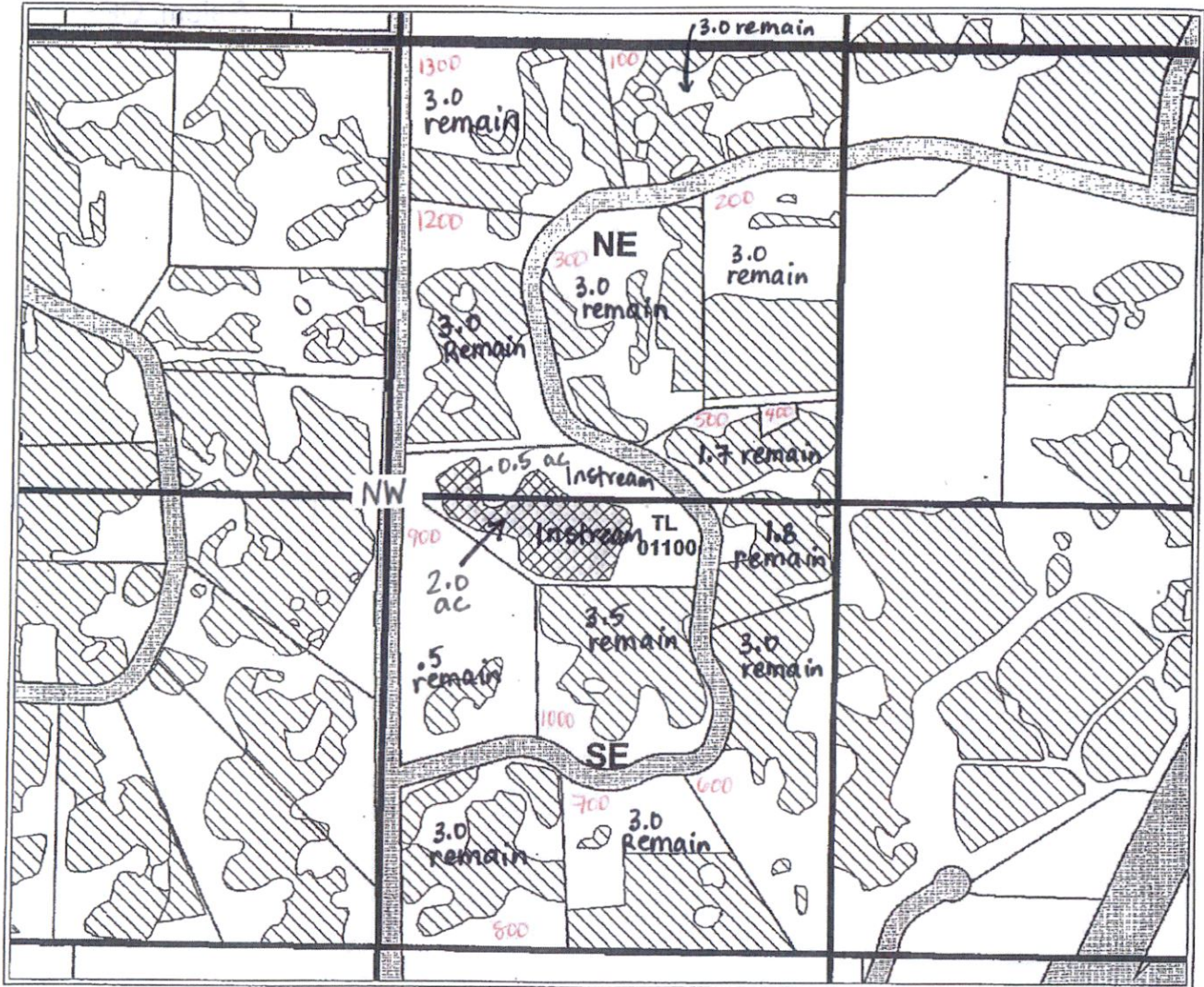
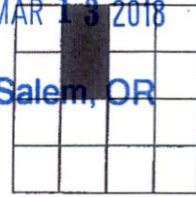
Received by OWRD

# SWALLEY IRRIGATION DISTRICT INSTREAM LEASE MAP

MAR 13 2018



Salem, OR

17S12E09NENW & 17S12E09SENW



APPLICATION FOR INSTREAM LEASE  
FOR

PATRICK MURPHY - 2.50 ACRES   
 0.5 ac NENW  
 2.0 ac SENW

-  — PROPOSED LEASE WATER
-  — EXISTING WATER

geo-spatialSolutions  
Professional GIS Consulting



1" = 450'

Date: 05/23/03

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



Deschutes County Official Records **2016-005768**  
D-CON  
Stn=3 JS **02/19/2016 12:33:21 PM**  
\$80.00 \$11.00 \$10.00 \$6.00 \$21.00 **\$128.00**

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

**After recording, return to:**

Michael T. Davis  
12220 SW First Street  
Beaverton OR 97005

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

Aaron Dixon  
3770 Jupiter Ave  
Lompoc, CA 93436

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**REAL ESTATE CONTRACT**

THIS CONTRACT is made as of this 18<sup>th</sup> day of February 2016, by Patrick J. Murphy,  
herein called "Seller," and Aaron Dixon, herein called "Purchaser."

**WITNESSETH:**

Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller for the price  
and on the terms and conditions set forth below that certain real property, and all improvements  
thereon, situated in Deschutes County, State of Oregon, described as follows:

Common: 20530 Bowery Lane, Bend, OR 97701

Legal: See attached Exhibit A and Exhibit B.

Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller for the price  
and on the terms and conditions set forth below the certain water rights of 2.5 acres on the property  
referenced above. Purchaser shall be required to complete the transaction for the water rights with  
Swalley Water District. Purchaser shall be responsible for all costs and fees associated with the  
water rights, and the Seller shall reasonably cooperate to transfer the water rights.

CONSIDERATION: \$230,000.00

1 REAL ESTATE CONTRACT  
[mb.re.f.contract]

**RETURN TO WESTERN  
TITLE & ESCROW**

112560



## I. PURCHASE PRICE AND PAYMENT

Purchaser promises to pay as the total purchase price for the Property the sum of \$230,000.00. Payments shall be paid as follows:

A. Purchaser shall pay the sum of \$3,000.00 as an initial earnest money into the escrow account immediately upon the execution of this agreement with Western Title.

B. Purchaser shall pay the sum of \$54,500.00 as additional earnest money at the time of closing into the Western Title escrow account.

C. Purchaser shall pay to Seller the remaining sum of \$172,500.00 by making monthly payments of not less than \$1,006.25, commencing with a payment to be made on or before the 29th day of March, 2016, and subsequent payments on or before the same date of each month thereafter until the entire principal balance, together with accumulated interest, is paid in full. The principal sum shall bear interest at the rate of 7 percent per annum from closing until paid.

D. On February 29, 2020 ("Due Date"), all of the principal balance, plus any unpaid interest shall be paid in full.

E. Purchaser may at any time pay off the entire balance of the purchase price remaining due together with interest due thereon to the date of payment, with no prepayment penalty. However, in the event of any prepayment, the Seller must receive a minimum of at least 3 years of interest payments in the sum of \$36,225.00 in addition to the unpaid principal balance.

**DO NOT SIGN THIS LOAN AGREEMENT BEFORE YOU READ IT. THIS LOAN AGREEMENT AUTHORIZES THE LENDER TO REFUSE TO ACCEPT REPAYMENT OF THE LOAN PRIOR TO THE DATE PROVIDED FOR REPAYMENT IN THE LOAN AGREEMENT. ORS 82.170.**

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F. Purchaser may not sell, assign or transfer any interest in said property or in this contract without prior written consent of Seller. Such consent shall not be unreasonably withheld. Should Purchaser sell, assign or transfer any interest in said property or in this contract without prior written consent of Seller, Purchaser shall be in default of this contract and Seller may seek, at its option, any remedies allowable by law and this contract.

G. In the event Purchaser or Seller fails to pay, when due, any amounts required to be paid to third parties hereunder, Seller or Purchaser may pay any or all such amounts. If Seller or Purchaser makes any such payments, the amounts thereof shall be immediately due and payable. Until paid, such amounts shall be secured by this contract and shall bear interest at the contract rate. Seller's or Purchaser's election to make any payments pursuant to this paragraph shall not constitute a waiver of Seller's or Purchaser's right to declare the other party to be in default of this contract.

## II. TAXES, HOA AND LIENS

Seller shall be responsible for payment of the real property taxes and HOA fees through closing with Purchaser responsible for said taxes and HOA fees thereafter. Purchaser agrees to pay when due, promptly and before they become delinquent, and not defer, all taxes, assessments and HOA fees which are thereafter levied against the Property and to keep the Property free from all public, municipal, statutory liens and HOA liens which may be thereafter lawfully imposed upon the Property. Reasonable verification of any such payment within ten (10) days after Purchaser's timely payment thereof shall be provided by the paying party to the other party.

## III. POSSESSION

Purchaser shall be entitled to possession of the Property pursuant to this contract after closing, provided, however, that Seller and Seller's agents may enter upon the Property at



reasonable times with 48 hours' notice for the purpose of inspecting the Property to ascertain whether or not Purchaser has or is violating the terms of this contract.

#### IV. INDEMNIFICATION

Purchaser shall indemnify and defend Seller from any claim, loss or liability arising out of or related to any activity of Purchaser on the Property or any condition of the Property after closing.

During the term of this Contract, Purchaser shall maintain public liability and property damage insurance in a responsible company with limits of not less than combined limits of \$500,000.00. Such insurance shall cover all risks arising directly or indirectly out of Purchaser's activities on or any condition of the Property, whether or not related to an occurrence caused or contributed to by Seller's negligence, and shall protect Seller and Purchaser against claims of third persons. Certificates evidencing such insurance shall be furnished to Seller.

#### V. MAINTENANCE AND INSURANCE

Commencing with the possession date and thereafter at all times during the term of this Contract:

A. Purchaser has the right to improve the property, including but not limited to removing the existing shop and building a new 40' x 40' shop, fencing, underground water irrigation and grounds cleaning, additional improvements require the written consent from the Seller at the sole discretion of the Seller, which cannot be unreasonably withheld. All improvements shall be up to code and comply with all governmental agencies. All improvements are at the Purchaser's sole cost and expense which shall not be applied to the Purchase Price. In the event of any default, any and all improvements shall remain with the property and shall not be removed.

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B. Purchaser shall not permit any waste or removal of any improvements on said Property.

C. Purchaser shall promptly comply with all laws, ordinances, regulations, directions, rules and requirements of all governmental authorities applicable to the use or occupancy of the Property, and in this connection promptly make all required repairs, alterations and additions.

D. Purchaser shall provide and continuously maintain insurance on the building now or hereafter erected on said premises against loss or damage by fire and such hazards as the Seller may from time to time require in an amount of not less than the contract balance, written in companies acceptable to the Seller, with loss payable to the Seller and provide proof thereof. If the Purchaser shall fail for any reason to procure and maintain such insurance, the Seller may procure the same at Purchaser's expense. The amount collected under any fire or other insurance policy shall first be paid to Purchaser so long as Purchaser repairs the property. If Purchaser does not use the funds to repair the property, the funds will be paid to the Seller with any excess paid to Purchaser.

E. **WARNING:** Unless Purchaser provides Seller with evidence of insurance coverage as required by the contract or loan agreement between them, Seller may purchase insurance at Purchaser's expense to protect Seller's interest. This insurance may, but need not, also protect Purchaser's interest. If the collateral becomes damaged, the coverage purchased by Seller may not pay any claim made by or against Purchaser. Purchaser may later cancel the coverage by providing evidence that Purchaser has obtained property coverage elsewhere. Purchaser is responsible for the cost of any insurance coverage purchased by Seller, which cost may be added to Purchaser's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date Purchaser's prior coverage



lapsed or the date Purchaser failed to provide proof of coverage. The coverage Seller purchases may be considerably more expensive than insurance Purchaser might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

#### **VI. TITLE INSURANCE AND DEED**

A. Title Insurance - Seller shall furnish at Seller's expense a purchaser's title insurance policy in the amount of \$230,000.00 within twenty (20) days after the date of closing, insuring Purchaser against loss or damage sustained by Purchaser by reason of the unmarketability of Seller's title or liens or encumbrances thereon, excepting matters contained in the usual printed exceptions in such title insurance policies.

B. Deed - Upon payment of the total purchase price for the Property as provided herein, and performance by Purchaser of all other terms, conditions and provisions hereof, Seller shall forthwith deliver to Purchaser a warranty deed conveying the Property free and clear of all liens and encumbrances, excepting those placed upon the Property by Purchaser or suffered by Purchaser subsequent to the date of closing.

#### **VII. DEFAULT**

Time is of the essence of this Contract. A default shall occur if:

A. Purchaser fails to make any payments on this contract within 10 days after it is due. Should Purchaser fail to make any payment in a timely manner, Purchaser agrees to pay Seller a late fee of \$200.00, which does not waive any other right Seller may have under this contract.

B. Purchaser fails to perform any other obligation imposed by this Contract and does not correct or commence correction of such failure within 20 days after receipt of written notice

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from Seller specifying the manner in which Purchaser is in default; or,

C. Purchaser becomes insolvent, a receiver is appointed to take possession of all or a substantial part of Purchaser's properties, Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy, or Purchaser is the subject of an involuntary petition in Bankruptcy which is not dismissed within 90 days. If Purchaser consists of more than one person or entity, the occurrence of any of these events as to any one such person or entity shall constitute a default hereunder.

#### VIII. IN EVENT OF DEFAULT

In the event of a default, Seller may take any one or more of the following steps:

A. Declare the entire balance of the purchase price and interest due and payable;

B. Foreclose this Contract by suit in equity;

C. Specifically enforce the terms of this Contract by suit in equity.

D. Declare a forfeiture and enforce such thereunder according to ORS 93.905-93.940.

E. The remedies provided above shall be nonexclusive and in addition to any other remedies provided by law.

F. With respect to any part of the Property which constitutes personal property in which Seller has a security interest, Seller may exercise the rights and remedies of a secured party as provided by the Uniform Commercial Code.

G. Seller shall be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Property exceeds the amount of the balance due hereunder, and any receiver appointed may serve without bond. Employment by Seller shall not disqualify a person from serving as receiver. Upon taking possession of all or any part of the Property, the receiver



may:

1. Use, operate, manage, control, and conduct business on the Property as in its judgment are proper;
2. Collect all rents, revenues, income, issues and profits from the Property and apply such sums to the expenses of use, operation and management. If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Seller or otherwise, such sums as it deems necessary for the purposes stated in this paragraph, and repayment of such sums shall be secured by this Contract. The amounts borrowed or advanced shall bear interest at the same rate as the balance of the purchase price hereunder from the date of expenditure until repaid and shall be payable by Purchaser on demand.

#### **IX. REPRESENTATIONS AND CONDITION OF PROPERTY**

A. Purchaser accepts the land, buildings, improvements and all other aspects of the Property in their present condition, AS IS, including latent defects, without any representations or warranties, expressed or implied, except as hereunder stated, and as represented in the earnest money agreement. Purchaser agrees that he has ascertained from sources other than Seller, the applicable zoning, building, housing, and other regulatory ordinances and laws, and that he accepts the Property with full awareness of these ordinances and laws as they may affect the present use or any intended use of the Property, and Seller has made no representations with respect thereto.

B. 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 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, AND SECTIONS 2 TO 7, CHAPTER 8 OREGON LAWS 2010.

C. 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, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

#### X. NOTICE

Any notice under this Contract shall be in writing and shall be effective when actually delivered or when deposited in the mail, regular, registered or certified, addressed to the parties as follows:

Seller: Patrick J. Murphy  
10521 SW 11th Dr.  
Portland, OR 97219

Purchaser: Aaron Dixon  
20530 Bowery Lane,  
Bend, OR 97701

or at the addresses as either party may designate by written notice to the other party.

#### XI. WAIVER

Failure of Seller at any time to require performance of any provision of this contract shall not limit the right of Seller to enforce the provision, nor shall any waiver by Seller or any breach of that provision or a waiver of that provision be a waiver of any succeeding breach of that provision or a waiver of that provision itself or any other provisions.



## **XII. COSTS AND ATTORNEY FEES**

In the event suit or action is instituted to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

## **XIII. PRIOR AGREEMENTS**

This document is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the Property, and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Property is concerned.

## **XIV. NUMBER, GENDER AND CAPTIONS**

As used herein, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for the convenience of reference and shall in no way limit any of the provisions of this Contract.

## **XV. COLLECTION ESCROW**

Seller shall open an account and provide deposit slips specifically for the purchaser to make payments. Should either party desire to set up a collection escrow account for the collection of payments as described herein, Purchaser agrees to make payments to such account, however, the entire costs of such collection account shall be borne by the party requesting the collection escrow account.

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**XVI. CONDEMNATION**

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

**XVII. LEGAL REPRESENTATION**

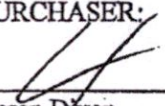
The parties acknowledge that C. Thomas Davis has drafted this document and represents only the Seller. Purchaser may seek competent legal advice as Purchaser may deem appropriate.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate as of the day and year first above written.

SELLER:

PURCHASER:

\_\_\_\_\_  
Patrick J. Murphy

  
\_\_\_\_\_  
Aaron Dixon

21716

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SANTA BARBARA

On FEBRUARY 17, 2016 before me, LINDA REN'E BARNARD, Notary Public

personally appeared AARON B. DIXON  
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature Linda Rene Barnard  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**  
Title or Type of Document: REAL ESTATE CONTRACT Document Date: 02/17/2016  
Number of Pages: 12 Signer(s) Other Than Named Above: NONE

**Capacity(ies) Claimed by Signer(s)**  
Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  Partner  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

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**XVI. CONDEMNATION**

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

**XVII. LEGAL REPRESENTATION**

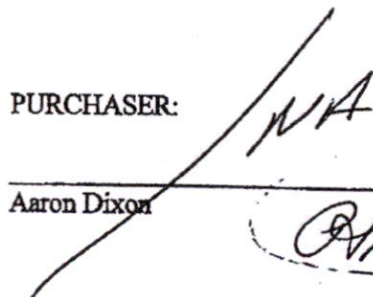
The parties acknowledge that C. Thomas Davis has drafted this document and represents only the Seller. Purchaser may seek competent legal advice as Purchaser may deem appropriate.

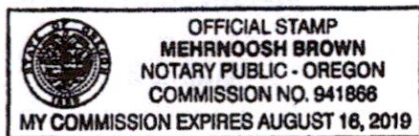
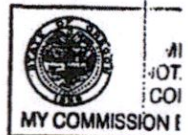
IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate as of the day and year first above written.

SELLER:

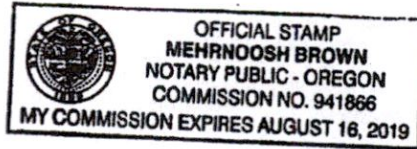
  
Patrick J. Murphy

PURCHASER:

  
Aaron Dixon







STATE OF OREGON )  
 ) ss.  
County of Clackamas )

2/18/, 2016.

Personally appeared before me the above-named Patrick J. Murphy and acknowledged the foregoing instrument to be a voluntary act and deed.

Mehnoosh Brown  
Notary Public for Oregon

STATE OF OREGON )  
 ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_, 2016.

Personally appeared before me the above-named Aaron Dixon and acknowledged the foregoing instrument to be a voluntary act and deed.

[Signature]  
Notary Public for Oregon



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481. - 0544

**Exhibit "A"**

A tract of land situated in the East Half of the Northwest Quarter (E1/2 NW1/4) of Section 9, Township 17 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Beginning at the North Quarter corner of Section 9; thence along the North line of said Section 9, South  $89^{\circ}56'00''$  West, 1272.32 feet to the Easterly right of way line of W. X. Hunnell County Road No. 281; thence following along said Easterly right of way line South  $01^{\circ}02'40''$  East, 839.99 feet; thence South  $00^{\circ}30'50''$  West, 354.9 feet to the true point of beginning; thence continuing along said Easterly right of way line South  $00^{\circ}30'50''$  West, 100.43 feet; thence leaving said Easterly right of way line South  $55^{\circ}01'50''$  East, 473.96 feet; thence South  $89^{\circ}44'20''$  East, 465.38 feet to the Westerly right of way line of Bowery Lane; thence following along said Westerly right of way line North  $06^{\circ}24'05''$  East, 132.46 feet; thence along a 87.00 foot radius curve to the left, 75.65 feet, the long chord of which bears North  $18^{\circ}50'32''$  West, 73.29 feet; thence North  $43^{\circ}25'10''$  West, 111.09 feet; thence along a 292.00 foot radius curve to the left, 128.70 feet, the long chord of which bears North  $56^{\circ}02'45''$  West, 127.66 feet; thence North  $68^{\circ}40'20''$  West, 159.70 feet; thence leaving said Westerly right of way line South  $85^{\circ}53'15''$  West, 514.83 feet to the true point of beginning.

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481 - 0545

EXHIBIT "B"

Regulations, including levies, liens, assessments, water and irrigation rights and easements for ditches and canals of Swalley Irrigation District.

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

An easement created by instrument, including the terms and provisions thereof,

Dated: May 19, 1964  
Recorded: July 31, 1964  
Volume: 140,  
Page: 85, Deed Records,  
In favor of: Pacific Power and Light Company,  
For: Right of way, together with other rights and easements appurtenant thereto,  
Location: Portion of NE1/4 NW1/4 and SE1/4 NW1/4, Section 9 and other property.

Covenants, conditions and restrictions, but omitting restrictions, if any, based on race, color, religion, national origin, or physical or mental handicap, including the terms and provisions thereof,

Recorded: January 25, 1966  
Volume: 147,  
Page: 87, Deed Records,  
And amended by instrument,  
Recorded: July 23, 1980  
Volume: 325,  
Page: 393, Deed Records.

Public utility easement, as disclosed in Warranty Deed,

Dated: August 13, 1969  
Recorded: September 1, 1971  
Volume: 178,  
Page: 616, Deed Records.

Agreement for Easement, including the terms and provisions thereof,

Dated: May 13, 1993  
Recorded: May 6, 1993  
Volume: 298,  
Page: 162, Official Records.

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STATE OF OREGON )  
COUNTY OF DESCHUTES ) SS.

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

98 FEB 20 PM 3:38

MARY SUE PENNELL  
COUNTY CLERK

BY: *J. Moore* DEPUTY  
NO. 98-06823 FEE \$5.00  
DESCHUTES COUNTY OFFICIAL RECORDS

**Part 3 of 4 – Place of Use – Lessor Information and Signatures**

**Complete Table 1 Identify water right(s) proposed to be leased instream  
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

**Table 1**

**Irrigation District or other Water Purveyor Name: Swalley Irrigation District**

Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.

If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.  
Any attached table should include reference to the Lessor.

Water Right #	Priority Date	POD #	Twp		Rng		Sec	Q-Q		Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
74145	9/1/1899	Main	16	S	12	E	26	sw	sw	200		3.2	IR	7	IL-1299
74145	9/1/1899	Main	16	S	12	E	26	sw	sw	200		0.3	Pond	7	IL-1299

Any additional information about the right: \_\_\_\_\_

**Farm Deferral Tax Status:** Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.

The undersigned declare:

1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant primary or supplemental water right(s); and
2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and
3. I/We affirm that the information in this application is true and accurate.

\_\_\_\_\_  
Signature of Lessor Date: \_\_\_\_\_

Printed name (and title): Gary Lawrence Business name, if applicable: Sec Certificate of Death

Mailing Address (with state and zip): 748 NE Seward Ave., Bend, OR 97701

Phone number (include area code): \_\_\_\_\_ \*\*E-mail address: \_\_\_\_\_

Floyd J. Lawrence Date: 3-6-18  
Signature of Lessor

Printed name (and title): Floyd Lawrence Business name, if applicable: \_\_\_\_\_

Mailing Address (with state and zip): 748 NE Seward Ave., Bend, OR 97701 Phone number (include area code): \_\_\_\_\_ \*\*E-mail address: \_\_\_\_\_

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 MAR 13 2018  
 Salem, OR  
 Page 4



# STATE OF OREGON

## CERTIFICATION OF VITAL RECORD

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MAR 13 2018

799506  
I.D. TAG NO.

OREGON HEALTH AUTHORITY  
CENTER FOR HEALTH STATISTICS  
CERTIFICATE OF DEATH

Salem, OR

136-2018-002814  
STATE FILE NUMBER

TO BE COMPLETED BY FUNERAL FACILITY	Legal Name First: <b>Gary</b> Middle: <b>Dale</b> Last: <b>Lawrence</b> Suffix: _____		Death Date <b>January 17, 2018</b>	
	Sex: <b>Male</b>	Age: <b>84 years</b>	Social Security Number: <b>543-34-0688</b>	County of Death: <b>Deschutes</b>
	Birthdate: <b>August 28, 1933</b>		Birthplace: <b>Ukiah, California</b>	
	Residence: <b>2330 NE Wilcox Avenue</b>		City/Town: <b>Terrebonne</b>	
	Residence County: <b>Deschutes</b>		State or Foreign Country: <b>Oregon</b>	Zip Code + 4: <b>97760</b>
	Marital Status at Time of Death: <b>Married</b>		Spouse's Name (Prior to First Marriage): <b>Margaret Ann Wilson</b>	
	Father's Name: <b>Carroll Lloyd Lawrence</b>		Mother's Name (Prior to First Marriage): <b>Mary Dorothy Tollman</b>	
	Informant's Name: <b>Margaret Ann Lawrence</b>		Telephone Number: <b>Not Available</b>	Relationship to Decedent: <b>Spouse</b>
	Place of Death: <b>Other - Motor Vehicle</b>		Mailing Address: <b>2330 NE Wilcox Avenue, Terrebonne, OR 97760</b>	
	Location of Death: <b>S Century Drive at Mile Marker Post 1</b>		City/Town or Location of Death: <b>Sunriver</b>	State: <b>Oregon</b> Zip Code + 4: <b>97707</b>
Method of Disposition: <b>Entombment</b>		Place of Disposition: <b>Deschutes Memorial Gardens</b>	Location (City/Town and State): <b>Bend, Oregon</b>	
Name and Complete Address of Funeral Facility: <b>Deschutes Memorial Chapel 63875 Hwy 97 N, Bend, Oregon 97701</b>				
Date of Disposition: <b>January 26, 2018</b>	Funeral Director's Signature: <i>Erick R. Scheiderman</i>		OR License Number: <b>CO-3874</b>	
Registrar's Signature: <i>Jennifer A. Woodward</i>		Date Received: <b>February 12, 2018</b>	Local File Number: <b>1899</b>	
Amendment: _____				
TO BE COMPLETED BY MEDICAL CERTIFIER	Was case referred to Medical Examiner? <b>Yes</b>	Autopsy? <b>No</b>	Were autopsy findings available to complete the cause of death? _____	Time of Death: <b>0624</b>
	CAUSE OF DEATH IMMEDIATE CAUSE: <b>Sudden cardiac death while driving</b>			Approximate Interval Onset to Death: _____
	Due to (or as a consequence of) ↓ a. <b>Coronary artery disease</b>			Minute: _____
	Due to (or as a consequence of) ↓ b. _____			Years: _____
	Due to (or as a consequence of) ↓ c. _____			
	Due to (or as a consequence of) ↓ d. _____			
	Other significant conditions contributing to death: <b>Known hyperlipidemia, low back pain and coronary artery disease; His 2004 Ford F-350 exited the road and struck a tree after he was no longer conscious.</b>			
	Manner of Death: <b>Natural</b>	If Female: _____	Did tobacco use contribute to death? <b>Unknown</b>	
	Date of Injury: _____	Time of Injury: _____	Place of Injury: _____	Injury at Work? _____
	Location of Injury: _____			
Describe how injury occurred: _____ If transportation injury, specify: _____				
Name and Address of Certifier: <b>Jana M VanAmburg 2239 NE Doctors Drive #110, Bend, Oregon 97701</b>				
Name and Title of Attending Physician if Other than Certifier: _____			Date Signed: <b>February 11, 2018</b>	
Medical Certifier: <i>Jana M VanAmburg</i>	Electronically Signed: _____	Title of Certifier: <b>M.D., M.E.</b>	License Number: <b>MD23515</b>	
Amendment: _____				



45-2CC (01/06)



I CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL CERTIFICATE ON FILE OR THE VITAL RECORDS FACTS ON FILE IN THE OREGON CENTER FOR HEALTH STATISTICS.  
**February 14, 2018**

*Jennifer A. Woodward*  
JENNIFER A. WOODWARD, Ph.D.  
STATE REGISTRAR



DATE ISSUED: \_\_\_\_\_

THIS COPY IS NOT VALID WITHOUT INTAGLIO STATE SEAL AND BORDER

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



Received by OWRD

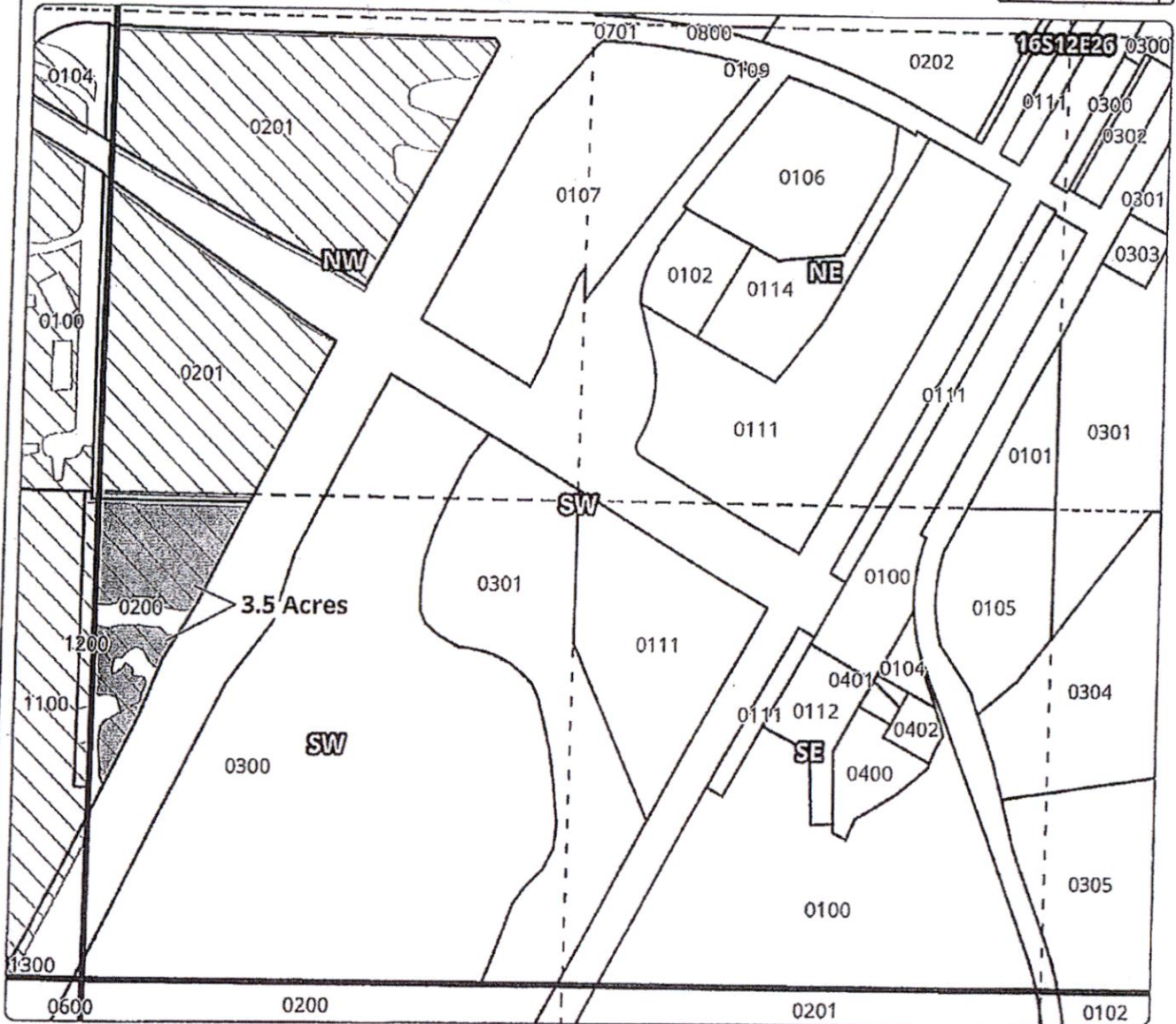
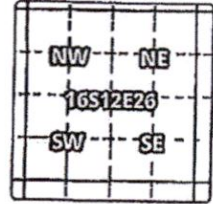
# Swalley Irrigation District Application for Instream Lease

Cert #: 74145

For: Gary & Floyd Lawrence

MAR 13 2018

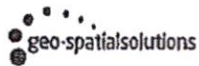
Salem, OR



## 1 YEAR INSTREAM LEASE MAP

Taxlot 200, 16S12E26SWSW: 3.5 Acres OFF, 0 Acres Remaining

- Point of Diversion
- ▬ Canals
- ▭ Taxlots
- ☼ Lease
- ▨ Cert 74145



1 Inch = 400 feet  
March 2013

