

Name V.R. & Georgia F. Poppe
By COID
Address 4380 N.E. 45th
Redmond, OR 97756

4485

DESCRIPTION OF WATER RIGHT

Name of stream Deschutes River
Trib. of _____ County of Deschutes
Use Irrigation
Quantity of water _____ No. of acres 4⁰
Name of ditch Pilot Butte Canal
Date of priority 10-31-1900 & 12-2-1907
In name of _____
Deschutes R. Adjudication, Vol. 16, page 135^{SRb}
App. No. _____ Per. No. _____ Cert. No. 29052^{SRb}
Certificate cancelled _____
Notation made on record by _____

Change in POU
Date filed April 25, 1980
Date of hearing _____
Place of hearing _____
Date of order 6-9-80 Vol. 33, page 293
Date for application of water 10-1-81
Proof mailed _____
Proof received _____
Certificate issued _____ Vol. _____, page _____

FEES PAID		
Date	Amount	Receipt No.
<u>4/25/80</u>	<u>30.00</u>	<u>17297</u>
TOTAL . . .		
	Cert. Fee	

FEES REFUNDED		
Date	Amount	Check No.

to see 8/81

REMARKS

Surveyed 10/30/85 (Elrod)

W.R.I.S.	
Assembled <u>2-15-85</u> by <u>SRb</u>	
Entered _____ by _____	
Verified _____ by _____	

TO BE ENTERED WHERE CHECKED	INDEX CARDS:	
	Entered	Checked
<input checked="" type="checkbox"/>	Name	<u>SRb</u>
<input checked="" type="checkbox"/>	Stream	<u>leg</u>
<input type="checkbox"/>	Pt. of Div.	_____
<input checked="" type="checkbox"/>	Calendar	<u>leg</u>
CHECKED TO RECORDS:		
<input checked="" type="checkbox"/>	Twp. & Rge.	<u>SRb</u>
<input checked="" type="checkbox"/>	Decree-vault	<u>SEA</u>
<input checked="" type="checkbox"/>	Decree-safe	<u>SRb</u>
<input checked="" type="checkbox"/>	Cert. of W/R	<u>SEA</u>
<input type="checkbox"/>	Per. Folder	_____
<input type="checkbox"/>	Chaindex	_____
<input type="checkbox"/>	Cross Ref.	_____
<input checked="" type="checkbox"/>	Power Claim	<u>1</u>
<input checked="" type="checkbox"/>	Abstracts	<u>1</u>

BEFORE THE WATER RESOURCES DIRECTOR OF OREGON

DESCHUTES COUNTY

IN THE MATTER OF THE APPLICATION OF)
V. R. AND GEORGIA F. POPPE (CENTRAL)
OREGON IRRIGATION DISTRICT) FOR)
APPROVAL OF A CHANGE IN PLACE OF)
USE OF WATER)

ORDER APPROVING
TRANSFER NO. 4485

On April 25, 1980, an application was filed in the office of the Water Resources Director by V. R. and Georgia F. Poppe for approval of a change in place of use of water from Deschutes River, pursuant to the provisions of ORS 540.510 to 540.530.

By Decree of the Circuit Court for Deschutes County, Oregon, entered September 30, 1958, In the Matter of the Determination of the Relative Rights to the Use of the Waters of Deschutes River and Its Tributaries, a water right was allowed in the name of Central Oregon Irrigation District for the use of the waters of Deschutes River for irrigation of, among other lands, a certain 4.0 acres in SE 1/4 NE 1/4 of Section 29, Township 15 South, Range 13 East, W.M., being tabulated in the name of V. R. Poppe at Volume 16, page 135, with dates of priority of October 31, 1900 and December 2, 1907, as evidenced by certificate of water right recorded at page 29052, Volume 21, State Record of Water Right Certificates. These lands also have a supplemental right under permit No. 23256 to the use of water stored in Crane Prairie Reservoir with a date of priority of February 28, 1913. These lands are irrigated by means of the Pilot Butte Canal.

The applicants herein, owners of the lands above described, propose to transfer the water right therefrom, without loss of priority, to a certain 4.0 acres in NW 1/4 SE 1/4 of Section 26, Township 16 South, Range 12 East, W.M. (William Elrod).

The lands involved herein are within the boundaries of the Central Oregon Irrigation District and the Board of Directors of said District approved the proposed change in place of use of water at a regular meeting.

Mr. Robert F. Main, Jr., Watermaster, has filed a statement to the effect that the proposed change in place of use may be made without injury to existing rights.

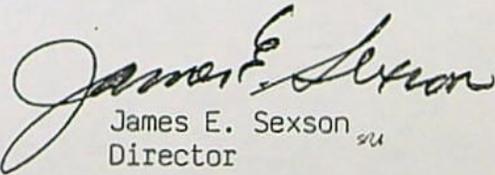
No objections having been filed and it appearing that the proposed change in place of use may be made without injury to existing rights, the application should be approved.

NOW, THEREFORE, it hereby is ORDERED that the requested change in place of use, as described herein, without loss of priority, is approved.

It is FURTHER ORDERED that said water so transferred shall be applied to beneficial use on or before October 1, 1981.

It is FURTHER ORDERED that upon proof satisfactory to the Water Resources Director of complete application of water to beneficial use on the lands to which the water is transferred hereby, a certificate of water right shall be issued to Central Oregon Irrigation District confirming this and prior changes within the District.

Dated at Salem, Oregon this 9th day of June, 1980.


James E. Sexson
Director

T-4485

Application for Transfer of Water Right

RECEIVED
APR 23 1980
WATER RESOURCES DEPT
SALEM, OREGON

To the WATER RESOURCES DIRECTOR OF OREGON:

We V.R. Poppe and Georgia F. Poppe
(Name of applicant)

of 4380 N.E. 45th Redmond
(Mailing address) (City)

State of Oregon 97756 548-3625, do hereby make application for change
(Zip Code) (Phone number)

in place of use
(In point of diversion; place of use; use heretofore made of the water)

1. Is the water right recorded in your name? Yes, Page 135
(If not, give name)

2. Was your water right determined by Decree of Court? Yes. If so, give title of proceedings
(Yes or No)
Adjudication of the Deschutes River number of certificate 29052

3. Was your water right acquired by Water Right Permit? No. If so, give number
(Yes or No)
of permit Number of certificate

NOTE: If the entire right of record is not directly involved in the requested change, only that part of the right that is directly involved should be considered in answering the balance of the questions on this form.

4. The source of water is Deschutes River, Pilot Butte Canal

5. What is the date of priority of your water right? Oct. 31, 1900 and Dec. 2, 1907

6. The authorized point of diversion is located ft. and ft. from the
(N. or S.) (E. or W.)
corner of being within the 1/4 1/4 of Section Tp. R. W. M.,
(No. N. or S.) (No. E. or W.)
in the county of Deschutes The name of the ditch used is

NOTE: Answer question if the application is for change in point of diversion.

7. The proposed point of diversion is located ft. and ft. from the
(N. or S.) (E. or W.)
corner of being within the 1/4 1/4 of Section Tp. R. W. M.,
(No. N. or S.) (No. E. or W.)
in the county of The name of the ditch to be used is

8. The use to which the water is applied is irrigation
(Irrigation, Mining, Power, Manufacturing, etc.)

Location of area irrigated, or place of use if other than irrigation:

Township North or South	Range E. or W. of Willamette Meridian	Section	List ¼-¼ of Section	Number Acres To Be Irrigated
15	13	29	SE¼ NE¼	4

(If more space required, attach separate sheet)

9. Are you the legal owner of the above described lands?
(If not owner, explain your interest)

10. To your knowledge, has any portion of the water right above described undergone a period of five or more consecutive years of nonuse? No
(Yes or No)

NOTE: Answer questions 11, 12 and 13 if application is for change in use or place of use.

11. Are the lands from which you propose to transfer your water right free of all encumbrances, including taxes, mortgages, liens, etc.? Yes
(Answer Yes or No)

12. If not, give below a description of existing encumbrances:

NATURE OF ENCUMBRANCE	HELD BY	AMOUNT
None		

13. The use to which the water is to be applied is irrigation
(Irrigation, power, mining, manufacturing, domestic supplies, etc.)

Location of area to be irrigated, or place of use if other than irrigation:

Township North or South	Range E. or W. of Willamette Meridian	Section	List ¼-¼ of Section	Number Acres To Be Irrigated
16	12	26	NW¼ SE¼	4

(If more space required, attach separate sheet)

14. Reasons for the proposed changes are more beneficial use

15. Construction work will be completed on or before October 31, 1981

16. The water will be completely applied to the proposed use on or before Oct. 31, 1981

Remarks Water rights being transferred to lands owned by William Elrod

..... Approved by the Board of Directors of Central Oregon Irrigation District at

..... a regular meeting held April 8, 1980

NOTE: THIS APPLICATION MUST BE ACCOMPANIED BY A MAP OR MAPS SHOWING THE BEFORE AND AFTER LOCATIONS OF THE POINT OF DIVERSION AND/OR PLACE OF USE, AS THE CASE MAY BE.

AFFIDAVIT OF APPLICANT

We X V.R. Poppe and Georgia E. Poppe....., the applicant herein, being first duly sworn, depose and say that I have read the above and foregoing application for transfer of water right; that I know the contents thereof and that the statements therein made are true and correct to the best of my knowledge and belief.

In Witness Whereof, I have hereunto set my hand this 7th day of April, 1980

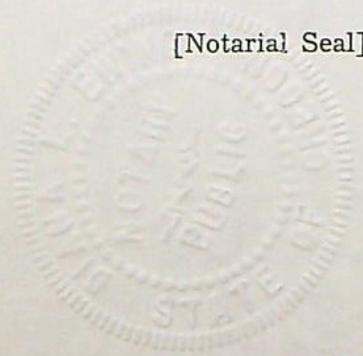
X VR Poppe
X Georgia Poppe
(Name of applicant)

Subscribed and sworn to before me this 7th day of April, 1980

[Notarial Seal]

Quinn I Ewing
NOTARY PUBLIC FOR OREGON

My commission expires 11-19-83



*** OREGON WATER RESOURCES DEPARTMENT ***
*** WATER RIGHTS DIVISION ***
*** WATER RIGHT DATA INPUT FORM ***

WATER RIGHT NO. T0000 *44851* PERMIT NO. 016 *135* CERTIF. NO. 029052
ORIG. NO. C000290521 PREV. NO. C000290521 SUPER. NO.

NAME: *V. R. & GEORGIA POPPE*
ADDRESS: COID PO BOX548
CITY/STATE/ZIP/COUNTY: REDMOND, OR 97756

ST
09

STREAM-ID 05 1980

RIV.MI. 0.0 WM.DIST. 11 W.R.TYPE SC STATUS V

CANCEL YEAR--->

CONSTR.COMPLT-->*08 05 1981*

YR.LAST USED----->

NEXT ACTION DUE-->

PRIORITY-----> 10 31 1900

PUT TO USE----->*08 05 1981*

LAST TRANS.DATE-->

LAST TRANS.TYPE-->

APPLICATION--->*04 25 1980*

SURVEYED----->

EXAM.FEE----->*20.00*

RECORDING FEE---->*10.00*

PERMIT ISSUE-->*06 09 1980*

CONCURRENCE----->

CYCLE STATUS----->

REPORTED FLAG----->

CONSTR.STRT.-->*06 09 1980*

CERTIFIED----->

CORRES.INIT.----->

CORRES.DATE----->

POINT-OF-DIVERSION DATA;
TWNSP RNGE SECT QTR/QTR STREAM-ID

RIV.MI. RATE STATUS S OR P

** REMARKS; - - - - -
** DATED-->

170S 120E 29 A D 05 1980 *PB*

164.9 *0.100* V P

** ~~PRIORITY ALSO 12-2-1907 CHANGES POLL~~

~~180S 120E 13 A C 05 1980 *CO*~~

~~171.0 V P~~

** ~~PART OF C-29052 PILOT BUTTE-CENTRAL~~

0.0

** ~~OREGON CANAL TAB IN NAME OF *V. R.*~~

** *POPPE.*

PLACE-OF-USE DATA:
TWNSP RNGE SECT QTR/QTR CNTY USE % CNSMTV ACRES STATUS S OR P

160S 120E 26 D B 09 IR 100.00 4.00 V P

**

**

**

W.R.I.S.
Assn. No. *2-15-85* *50A*
Entered _____ by _____
Verified _____ by _____

RECEIVED

AUG 5 1981

WATER RESOURCES DEPT
SALEM, OREGON

NOTICE OF COMPLETION OF CHANGE IN

place of use of water from Deschutes River

PURSUANT TO TRANSFER APPLICATION NO. 4485

I, William Elrod hereby certify that completion of works and use of water to the extent intended within the provisions of the order of the Water Resources Director approving said water right transfer application was accomplished by June 15, 1981.

August 3, 1981
Date

William Elrod
Signature

(Mail to the Water Resources Department, Salem, Oregon 97310.)

OK
Fin



TO: TRANSFERS, WATER RIGHTS DIVISION

DATE: 5 15, 1980.

FROM: **Robert F. Main, Jr., Watermaster

SUBJECT: WATER RIGHT TRANSFER APPLICATION NO. 4485

IN THE NAME OF V.R. & Georgia Poppe

RECEIVED

MAY 20 1980

WATER RESOURCES DEPT
SALEM, OREGON

In my opinion the proposed change in place of use of water from Deschutes River

MAY BE MADE WITHOUT INJURY WOULD RESULT IN INJURY* to an existing water right.

Headgate notices HAVE HAVE NOT been issued for diversion from the sources which serves this right.

If for change in point of diversion, is there any intervening point of diversion between the authorized and the proposed points of diversion? _____

(yes or no)

In my opinion, the order approving the subject transfer application should include the following in regard to the appropriator installing suitable measuring devices in the diversion works:

- (1) PRIOR to the diverting of water at the new point of diversion . . .
- (2) When in the judgment of the watermaster it becomes necessary . . .

* The approval of this transfer application would result in injury to other water rights because _____

The areas mapped are both approx. the south 1/2 of their respective fields. Both field are covered with mustard, grass, and purple wildflowers. The remnants of old flood ditches are visible, but are in dis-repair. It has been at least 2 or 3 years since last irrigated, I would guess

** *Robert F. Main*
Watermaster's signature or initials

Central Oregon Irrigation District

Name and Postoffice Address of Proprietor
Continued

Name and Postoffice Address of Proprietor	Date of Relative Priority	Amount Cubic Feet Per Second	Number Acres	Use	Name of Ditch	Stream	Description of Land or Place of Use
Joe Burke			6.0		T-4485		6.0 acres in that part of - The NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 21, - T. 15 S., R. 13 E., W.M., described as follows: Commencing at the inter- section of the north line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ and the east r/w line of the old Dalles-California Highway, thence southerly along said r/w line 665.13 ft. to the true point of beginning, thence S. 44° 06' 30" E. 252.07 ft., thence S. 22° 06' 30" W. 727.8 ft. to the south line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$, thence westerly along said south line to the SW corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$, thence northerly along the west line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ to the east r/w line of the old Dalles-California Highway, thence northerly along said r/w line to the point of beginning.
H. O. Wilson			4.0				4.0 acres in that part of - the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 21, - T. 15 S., R. 13 E., W.M., located west of the westerly r/w line of the Dalles- California Highway and south of a line described as follows: Beginning at a point on the west line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ 372.86 ft. south of the NW corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$, thence N. 89° 14' E. 346.45 ft., thence S. 0° 12' W. 329.44 ft., thence S. 49° 31' E. 203.75 ft. to the west r/w line of the Dalles-California Highway.
Vernon Peck			4.0				4.0 acres in that part of - the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 21, - T. 15 S., R. 13 E., W.M., located west of the west r/w line of the Dalles- California Highway and north of a line described as follows: Beginning at a point on the west line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ 372.86 ft. south of the NW corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$, thence N. 89° 14' E. 346.45 ft., thence S. 0° 12' W. 329.44 ft., thence S. 49° 31' E. 203.75 ft. to the west r/w line of the Dalles-California Highway.
Clapp Bros.			1.0				1.0 acre in that part of - the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 21, - T. 15 S., R. 13 E., W.M., located between the east r/w line of the Dalles- California Highway and the west r/w line of the Great Northern Railroad.
V. R. Poppo (1) T-4485 Δ POU + $\frac{0}{30}$			55.0				8.0 acres in that part of - the SE $\frac{1}{4}$ NW $\frac{1}{4}$, located east of the old Dalles-California Highway. 33.0 acres in the SW $\frac{1}{4}$ NE $\frac{1}{4}$, (1) 14.0 acres in the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 29, - T. 15 S., R. 13 E., W.M.
M. D. Butler T-4006 POU = 4.0 ac in NE $\frac{1}{4}$ NW $\frac{1}{4}$			27.0				27.0 acres in the E. 3/4 of - the NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 29, - T. 15 S., R. 13 E., W.M.
A. F. Knight			6.0				6.0 acres in the NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 29, - T. 15 S., R. 13 E., W.M.

Decree May 11, 1906
Recorded Vol 16 p 451

INDEX

Decree Correcting date
of said decree

1-9-59

Order on Petition

12-28-59

THIS AGREEMENT, made this 30th day of June, 1978,
between the following named Sellers and the following named
Buyer, who shall be shown herein as the Sellers and the Buyer
respectively,

T-4485

W I T N E S S E T H:

In consideration of the stipulations herein contained,
and the payments to be made as hereinafter specified, the
Seller hereby agrees to sell, and the Buyer hereby agrees to
purchase the real estate hereinafter described at the total
price and upon the terms as hereinafter shown, to-wit:

SELLER: VERNON R. POPPE and GEORGIA
FLORENCE POPPE, husband and wife

BUYER: NORTHWEST COMMERCIAL, INC.

LEGAL DESCRIPTION: See attached Exhibit "A".

SALES PRICE: \$80,000.00

DOWN PAYMENT: \$21,750.00

BALANCE: \$58,250.00

PAYMENTS: \$600.00 per month, including
interest

INTEREST RATE: 8% per annum from June 1, 1978.

DATE OF FIRST PAYMENT: July 1, 1978

ADDITIONAL PAYMENTS: As above mentioned, on the 1st

day of each month thereafter until both principal and interest
are paid in full. All of said payments shall be made where the
Seller directs. The Buyer may pre-pay any and all payments due
herein without penalty, except no prepayment until after
January 1, 1979.

RECEIVED

APR 25 1980

WATER RESOURCES DEPT
SALEM, OREGON

POSSESSION DATE: June 1, 1978.

TITLE INSURANCE: Upon execution of this agreement, or as soon thereafter as practical to the Seller and the issuing company, the Seller shall furnish to the Buyer a purchaser's policy of title insurance in the amount of the sales price above mentioned. Said policy shall insure the Buyer that the Seller has a marketable title free and clear of all liens and encumbrances as of the date of this agreement, except easements and restrictions of record as shown on Preliminary Report dated May 23, 1978, issued by Deschutes County Title Co., a copy of which is attached hereto.

ANNUAL CHARGES: The taxes and all other annual charges shall be pro-rated between the Seller and the Buyer as of the date hereof, and the Buyer hereby agrees to pay all taxes, liens, or other charges which are hereafter lawfully imposed upon the premises when due.

FIRE INSURANCE: The Buyer will keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount of not less than the full insurable value of the property in a company or companies satisfactory to the Seller with loss payable first to the Seller and then to the Buyer, as their respective interest may appear, and will deliver all policies of insurance to the Seller upon demand.

IMPROVEMENTS, ALTERATIONS AND REPAIRS: The improvements now on the premises or hereafter placed on the premises

by the Buyer shall remain and not be removed during the term of this agreement, without the written consent of the Seller being first obtained. The Buyer shall not permit any waste or strip of the premises, or the improvements thereon, or alterations thereof, and shall maintain the same in good condition and repair.

WATER RIGHTS: Sold herewith is one acre of COI water rights. There are ten acres of adjudicated COI water rights to the property, but Seller retains nine acres of said water. Both Buyer and Seller shall cooperate in transferring the nine acres of adjudicated water rights to wherever Seller desires.

BUILDING REMOVAL: Seller retains the right to salvage the buildings off the premises on or before October 1, 1978.

CROPS: Seller has the right to harvest the crops on the premises, which shall be done no later than October 1, 1978.

DELIVERY OF DEED: Upon payment of the entire purchase price for the property described herein, and performance by the Buyer of all other terms, conditions and provisions hereof, the Seller shall forthwith execute and deliver to the Buyer a good and sufficient warranty deed of conveyance, conveying said property free and clear of all liens and encumbrances as of the date of this agreement, except easements and restrictions of record.

DEFAULT PROVISIONS: In the event that Buyer shall fail to perform any of the terms of this agreement, time of

payment and performance being of the essence, Seller shall, at his option, subject to the requirements of notice as herein provided, have the following rights:

(1) To foreclose this contract by strict foreclosure in equity.

(2) To declare the full unpaid balance of the purchase price immediately due and payable.

(3) To specifically enforce the terms of this agreement by suit in equity.

(4) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payment theretofore made upon said premises. Under this option all of the right, title and interest of Buyer shall revert and revest in Seller without any act of re-entry or without any other act by Seller to be performed and Buyer agrees to peaceably surrender the premises to Seller, or in default thereof, Buyer may, at the option of Seller, be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such.

Buyer shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payments as provided for herein, until notice of said default has been given by Seller to Buyer and Buyer shall have failed to remedy said default within 30 days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to Buyer at his last known address. If Buyer shall fail to make payment as herein provided and said failure shall continue for more than 10 days after the payment becomes due, Buyer shall be deemed in default and Seller shall not be obligated to give notice to Buyer of a declaration of said default.

REPRESENTATIONS: It is understood and agreed by and between the Seller and the Buyer that the Seller has made no representations whatsoever concerning the condition or value of this property and that the Buyer herein is purchasing said property solely upon his own inspection, estimate of condition and valuation of the property.

ATTORNEYS' FEES: In case suit or action is instituted to enforce any of the provisions of this contract, the prevailing party shall be entitled to such sums as the court may adjudge reasonable as attorneys' fees in addition to the costs and disbursements as provided for by statute.

IN CONSTRUING THIS CONTRACT, it is understood that the Seller or the Buyer may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, we have hereunto executed this agreement as of the day and year first above written.

DATED this 30th day of June, 1978.

DATED this 27 day of June, 1978.

Vernon R. Poppe
VERNON R. POPPE

Georgia Florence Poppe
GEORGIA FLORENCE POPPE

NORTHWEST COMMERCIAL, INC.

BY: James B. Dixon
JAMES B. DIXON,
Vice President

STATE OF OREGON)
) ss.
County of Deschutes)

Personally appeared VERNON R. POPPE and GEORGIA FLORENCE POPPE and acknowledged the foregoing instrument to be their voluntary act. Before me:

Cheryl M. Dickson

NOTARY PUBLIC FOR OREGON
My Commission Expires: 5/18/82

STATE OF OREGON)
) ss.
County of Jackson)

Personally appeared JAMES B. DIXON, who, being duly sworn, did say that he is the Vice President of NORTHWEST COMMERCIAL, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me: *this 28th day of June, 1978.*

Thomas F. McCauley

NOTARY PUBLIC FOR OREGON
My Commission Expires: 8/24/80

LEGAL DESCRIPTION:

In Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon:

Section 29: All that part of S1/2 NE1/4, lying and being East of the Dalles-California Highway as located November 18, 1955; EXCEPTING THEREFROM a strip of land for railroad purposes, heretofore granted to the Oregon Trunk Railroad, and recorded on the 16th day of June, 1910, in Book 22 of Deed Records, page 261, Crook County, Oregon (now Deschutes County); EXCEPTING ALSO, a strip of land deeded to the State Highway Commission of the State of Oregon for road purposes by Deed recorded on the 13th day of December, 1934, in Book 53 of Deed Records, page 217, Deschutes County, Oregon, AND EXCEPTING ALSO a strip of land 50 feet wide heretofore deeded to Deschutes County, Oregon, for road purposes, by Deed recorded on the 17th day of April, 1944 in Book 61 of Deed Records, page 297, Deschutes County, Oregon; ALSO EXCEPTING THEREFROM a strip of land Deeded to the State Highway Commission of the State of Oregon, for road purposes by Deed recorded on the 13th day of December, 1934 in Book 53 of Deed Records, page 216, Deschutes County, Oregon, excepting all public highways as same as are now located over and across the above described premises; EXCEPTING FURTHER that portion of the SE1/4 NE1/4 of said Section 29, described as follows: Beginning at a point where the North line of the SE1/4 NE1/4 intersects with the East right of way line of U.S. Highway 97 as located April 22, 1968; thence Southwesterly along said right of way line a distance of 90 feet; thence East a line parallel with the North line of said SE1/4 NE1/4 of said Section a distance of 150 feet; thence Northeasterly to a point on the North line of said SE1/4 NE1/4, which is 200 feet East of the point of beginning; thence West along said forty line a distance of 200 feet to the point of beginning.

SUBJECT TO: Existing telephone, telegraph, power lines, roads, railroads, highways, ditches, canals and pipelines.

SUBJECT TO: The premises fall within the boundaries of Central Oregon Irrigation District and are subject to rules, regulations, assessments and liens thereon.

SUBJECT TO: Easement, including the terms and provisions thereof for right of way for an electric transmission and distributing line granted to Bend Water, Light & Power Company, a corporation as disclosed by instrument recorded August 6, 1926 in Book 42 at page 272 of Deed Records.

SUBJECT TO: Easement, including the terms and provisions thereof for right of way for an electric transmission and distributing line granted to Pacific Power & Light Company, a corporation as disclosed by instrument recorded December 10, 1946 in Book 78 at page 182 of Deed Records

(Continued)

SUBJECT TO: Easement, including the terms and provisions thereof for right of way granted to Cascade Natural Gas Corporation, its successors and assigns as disclosed by instrument recorded January 5, 1967 in Book 151 at page 494 of Deed Records.

SUBJECT TO: Easement, including the terms and provisions thereof for ingress and egress along an existing road, commencing at the Easterly boundary way of the Dalles-California Highway in the South Half of the Northeast Quarter (S1/2 NE1/4) of Section Twenty-nine (29), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon, thence East from said beginning point parallel to the South boundary of the NE1/4 of Section 29, terminating at the Easterly boundary of the Oregon Trunk Railroad right of way, together with the right to use grantors irrigation pond granted to Carlyle J. Schwartz as disclosed by instrument recorded February 3, 1972 in Book 181 at page 930 of Deed Records.

May 23, 1978

Re: Order No. 83918-E
AMENDED SUPPLEMENTAL #1

6. Easement, including the terms and provisions thereof, for ingress and egress along an existing road, commencing at the Easterly boundary way of the Dalles-California Highway in the South Half of the Northeast Quarter (S1/2NE1/4) of Section Twenty-nine (29) TOWNSHIP FIFTEEN (15) SOUTH, RANGE THIRTEEN (13) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, thence East from said beginning point parallel to the South boundary of the NE1/4 of Section 29, terminating at the Easterly boundary of the Oregon Trunk Railroad right of way, together with the right to use grantors irrigation pond granted to Carlyle J. Schwartz as disclosed by instrument recorded February 3, 1972 in Book 181 at page 930 of Deed Records.

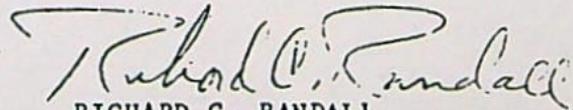
7. Transcript of Judgment No. T-16821, Credit Bureaus Adjustment Department Inc., Plaintiff; Vernon E. Poppe and Barbara Lee Poppe, Defendant, filed of record April 28, 1976 in Book 8 at page 136 of Judgment Dockets. Face Amount: \$856.32.

8. Stipulations as contained in that certain Decree, in the Circuit Court of the State of Oregon for the County of Deschutes, Case No. 21129, filed February 13, 1978, by and between V. R. Poppe and Florence Poppe, husband and wife, defendants; and Robert L. Hershey and Peggy L. Hershey, husband and wife, Plaintiffs, to wit: " That the defendants and each of them shall be permanently enjoined from placing rock fill against any fence owned by the Plaintiffs until time immemorial." Said Decree affects property owned by the parties hereto in Township 15 South, Range 13 East of the Willamette Meridian, Section 29, Deschutes County, Oregon.

9. No liability is assumed if a financing statement is filed in the office of the County Clerk (Recorder) covering growing crops or fixtures wherein the land is described other than by metes and bounds, the rectangular survey system or by recorded lot and block.

NOTE: We have checked NORTHWEST COMMERCIAL, INC. for liens and judgments and find NONE.

DESCHUTES COUNTY TITLE CO.



RICHARD C. RANDALL
Asst. Vice President

RCR:km
D2-38&2



Do You Own the Property You Think You Own?

Order No. 83918-E

IN TOWNSHIP 15 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN,
Deschutes County, Oregon:

Section 29: All that part of the S1/2 NE1/4, lying and being East of the Dalles-California Highway as located November 18, 1955; EXCEPTING THEREFROM a strip of land for railroad purposes, heretofore granted to the Oregon Trunk Railroad, and recorded on the 16th day of June, 1910, in Book 22 of Deed Records, page 261, Crook County, Oregon (now Deschutes County); EXCEPTING ALSO, a strip of land deeded to the State Highway Commission of the State of Oregon for road purposes by Deed recorded on the 13th day of December, 1934, in Book 53 of Deed Records, page 217, Deschutes County, Oregon, AND EXCEPTING ALSO a strip of land 50 feet wide heretofore Deeded to Deschutes County, Oregon, for road purposes, by Deed recorded on the 17th day of April, 1944 in Book 61 of Deed Records, page 297, Deschutes County, Oregon; ALSO EXCEPTING therefrom a strip of land Deeded to the State Highway Commission of the State of Oregon, for road purposes by Deed recorded on the 13th day of December, 1934 in Book 53 of Deed Records, page 216, Deschutes County, Oregon, excepting all public highways as same as are now located over and across the above described premises; EXCEPTING FURTHER that portion of the SE1/4NE1/4 of said Section 29, described as follows: Beginning at a point where the North line of the SE1/4NE1/4 intersects with the East right of way line of U. S. Highway #97 as located April 22, 1968; thence Southwesterly along said right of way line a distance of 90 feet; thence East a line parallel with the North line of said SE1/4NE1/4 of said Section a distance of 150 feet; thence Northeasterly to a point on the North line of said SE1/4NE1/4, which is 200 feet East of the point of beginning; thence West along said forty line a distance of 200 feet to the point of beginning.---



Do You Own the Property You Think You Own?

DESCHUTES COUNTY

SCALE 1" = 200'

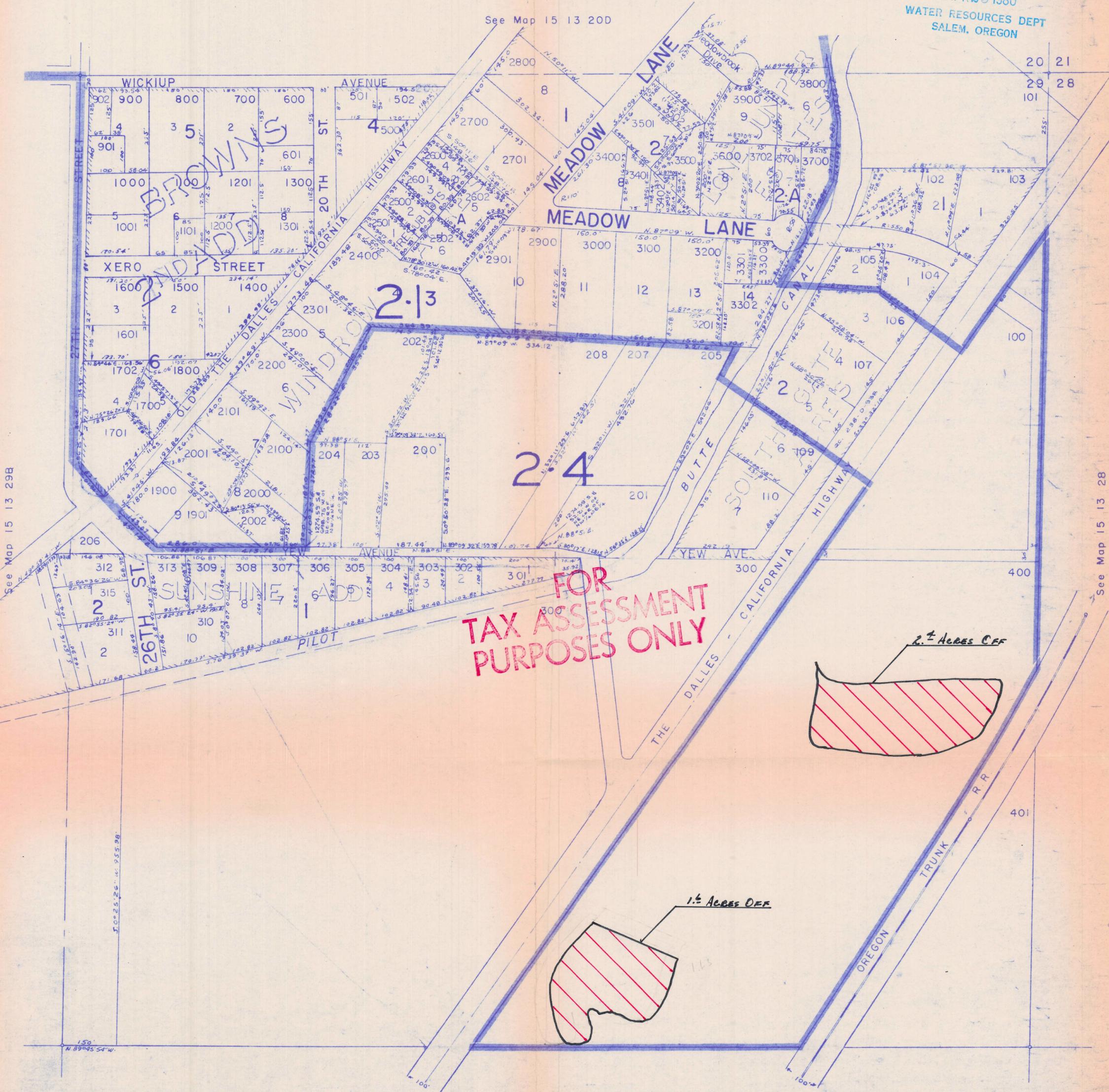
T-4485

RECEIVED

APR 25 1980

WATER RESOURCES DEPT
SALEM, OREGON

See Map 15 13 20D



FOR TAX ASSESSMENT PURPOSES ONLY

2.± Acres Off

1.± Acres Off

DESCHUTES COUNTY

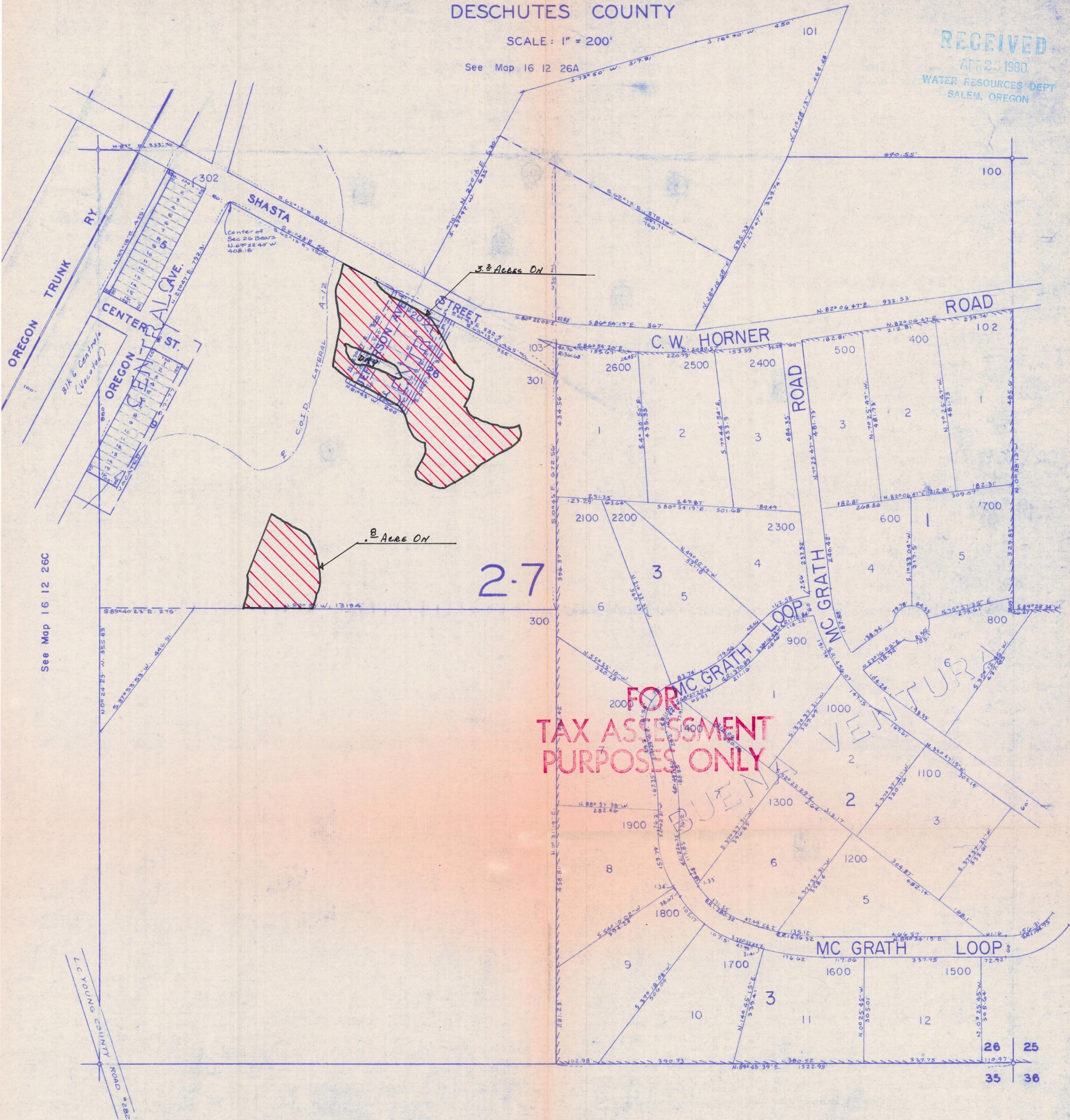
SCALE: 1" = 200'

See Map 16 12 26A

RECEIVED

APR 25 1980

WATER RESOURCES DEPT
SALEM, OREGON



See Map 16 12 26C

See Map 16 12 25

2.7

FOR TAX ASSESSMENT PURPOSES ONLY