T-10544

RA

T-10544

Instream
MP-113

Name Deschutes River Conservancy + Central Oregon Irrigation Dist
Address 700 NW Hill St
Bend OR 97701
541 382-4077 x21 541-382-4078 Fax

Change in POD, POU, use
Date Filed 2-22-08
Initial notice date 3-11-08
DPD issued date
PD issued date
PD notice date
Date of FO 3-30-09 Vol 77 Page 457

C-Date
COBU due date
COBU Received date
Certificate issued 85447

DESCRIPTION OF WATER RIGHT(s)

Name of Stream Deschutes River
Trib. of Columbia R.

Use Ire
County Deschutes
Quantity of water (CFS)
No. of Acres
Name of ditch

App # Per # Cert # 83571 PR Date 1900, 1907
App # Per # Cert # PR Date
App # Per # Cert # PR Date
App # Per # Cert # PR Date
App # Per # Cert # PR Date

FEES PAID

Date	Amount	Receipt #
2/19/08	625.00	91487
3/7/08	20.00	91680

FEES REFUNDED

Date	Amount	Receipt#

Assignments:

Irrigation District

Agent

CWRE

CC's list Bureau of Reclamation 1150 N. Curtis Rd, Suite 100 Boise, ID 83706
Deschutes, Jefferson, & Wasco Planning - Bend, Redmond & Maupin Planning Informed via e-mail
Reimbursement Authority Contractor? Pacific Hydro-Geology, Inc.

☐ - Oversized map – Location

STATE OF OREGON

WATER RESOURCES DEPARTMENT

RECEIPT # 91680

725 Summer St. N.E. Ste. A
SALEM, OR 97301-4172
(503) 986-0900 / (503) 986-0904 (fax)

INVOICE # _____

RECEIVED FROM: Deschutes River Conservancy

BY: _____

APPLICATION	
PERMIT	
TRANSFER	T-10544

CASH: ☐ CHECK:# ☒ 4983 OTHER: (IDENTIFY) ☐ _____

TOTAL REC'D $ 200.00

1083 TREASURY 4170 WRD MISC CASH ACCT

0407	COPIES	47124	$
406	OTHER:	(IDENTIFY) R0912109 Reimbursement Authority	$ 125.00

0243 I/S Lease _____ 0244 Muni Water Mgmt. Plan _____ 0245 Cons. Water _____

4270 WRD OPERATING ACCT

MISCELLANEOUS

0407	COPY & TAPE FEES	$
0410	RESEARCH FEES	$
0408	MISC REVENUE: (IDENTIFY) _____	$
TC162	DEPOSIT LIAB. (IDENTIFY) _____	$
0240	EXTENSION OF TIME	$

WATER RIGHTS:

		EXAM FEE		RECORD FEE
0201	SURFACE WATER	$	0202	$
0203	GROUND WATER	$	0204	$
0205	TRANSFER	$ 75.00		

WELL CONSTRUCTION

		EXAM FEE		LICENSE FEE
0218	WELL DRILL CONSTRUCTOR	$	0219	$
	LANDOWNER'S PERMIT		0220	$

_____ OTHER (IDENTIFY) _____

0536 TREASURY 0437 WELL CONST. START FEE

0211	WELL CONST START FEE	$	CARD #	
0210	MONITORING WELLS	$	CARD #	

_____ OTHER (IDENTIFY) _____

0607 TREASURY 0467 HYDRO ACTIVITY LIC NUMBER

0233	POWER LICENSE FEE (FW/WRD)		$
0231	HYDRO LICENSE FEE (FW/WRD)		$
_____	HYDRO APPLICATION		$

_____ TREASURY OTHER / RDX

FUND _____ TITLE _____

OBJ. CODE _____ VENDOR # _____

DESCRIPTION _____ $

RECEIPT: 91680 DATED: 3/7/08 BY: L. Pasilhe

Distribution – White Copy - Customer, Yellow Copy - Fiscal, Blue Copy - File, Buff Copy - Fiscal

Laura Wilke

From: Laura Wilke
Sent: Wednesday, April 08, 2009 9:22 AM
To: 'Zach Tillman'; 'Leslie Clark'
Cc: Jeremy Giffin; Wayne Skladal; Ken Stahr; Susan Douthit; Tyler Martin; Robert Wood
Subject: Approval of Instream Transfer T-10544/Mitigation Project MP-113
Attachments: 10544-ord-cov-MP113.pdf

Good Morning:

The final order approving instream transfer T-10544 has been issued along with a new instream certificate. Mitigation credits awarded to this project have been assigned to both COID and the DRC. This project was also partially for restoration, with flows protected down to the mouth of the Deschutes River.

Here's the links to the documents.

Final Order: http://apps2.wrd.state.or.us/apps/wr/wrinfo/wr_transfer_centric.aspx?transfer_nbr=10544&transfer_char=T
ISWR Cert 85447 via the vault: http://apps2.wrd.state.or.us/apps/misc/vault/Default.aspx

A copy of the cover letter is attached. Referenced attachments are also included in the attachment. Hard copies have gone out in the mail to COID and the DRC.

Please give me a call if you have any questions.

Thanks, Laura

Laura Wilke
Flow Restoration Program Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

Water Right Transfer Checklist

Transfer T-10544 Transfer Specialist: Laura Snedeker

Transfer Type: Instream

Applicant Name/Address: Deschutes River Conservancy & COID, 700 NW Hill Street, Bend OR 97701

Agent Name/Address: None

CWRE Name/Number: None

Rec Landowner Name/Address: None

Irr. District Name/Address: COID

Affected Gov'ts Name/Address: Bureau of Reclamation

Commentors: Name/Address: None

Water Rights Affected

Records Marked	Records Copied	App File No. or Decree Name	Permit No.	Certificate No.	RR/CR Needed	RR/CR Nos.
☒	☒			83571	☐ Yes ☐ No	85447 (IS)
☐	☐				☐ Yes ☐ No	
☐	☐				☐ Yes ☐ No	

Key Dates & Initial Actions

Rec'd: 2/19/2008	Proposed Action(s): POU POD HST APOD USE OTHER: POD,POU,USE	
Fees Pd: 625.00	WM District: 11	ODFW District: 75
Initial Notice: 3/11/2008	WM Review sent: 3/4/2008	ODFW Review sent: 3/4/2008
Acknowledgement Letter Sent ☒		GW Review sent: None

Processing Dates & Actions

Deficiency Contacts: _____

DPD Mailed: _____

☐ ODFW contact sheet sent with DPD, or ☐ N/A

PD Mailed: _____

PD Weekly Notice: _____

Newspaper Pub Affid Due: _____

☐ not required

Affid of Pub Rec'd: _____

Last Day Published: _____

Affidavit Reminder Sent: _____

Reminder Deadline: _____

Preliminary Determination

- ☐ Electronic Files uploaded
- ☐ PD Cover letter
- ☐ PD Notice
- ☐ File Assigned/ ModPod updated
- ☐ Preliminary Determination
- ☐ Fee Refund Due
- ☐ Remaining Rights

DPD Review (Optional)	PD Review (Salem)	Final Order Review (Salem)
Reviewer: LRW	Reviewer: LRW	Reviewer: Lisa Daniels
Date:	Date: 12-3+4-08	Date: 3-27-09
Coordinator:	Coordinator:	Coordinator:
Date:	Date:	Date:

Comments/Special Issues:

Special Order Volume: Vol 72 Pages 457 Final Order Signature Date: 3-30-09

Notice of FO email'd to processors Dorothy/Laura/Susan

Review Checklist **T-10544** **Processor: Laura Snedeker**

Application

☐ The type of change is clearly indicated.
☐ The application is appropriately signed.
☐ Appropriate fees were paid. ☐ If overpayment, Refund Request to be sent with FO
☐ Land use form matches affected tax lots and is signed by proper official. *(from ALL affected Govt's)*
☐ Ditch company, district and/or BOR, sent a copy of the application and map, if appropriate.
☐ All required attachments received.

Water right subject to transfer

☐ Certificated right or Proof accepted "to the satisfaction...."
☐ The right been exercised according to terms & conditions of certificate.
☐ Delivery system has the capacity to fully divert the rate/duty of the right.
☐ No information in record that suggests forfeiture.
☐ No conflicts identified on the plat cards and plat card reports printed.
☐ Affidavits prepared for rights that need to be canceled or diminished.

Application Map

☐ The map has an original CWRE signature.
☐ The map size and scale accurate and appropriate per OAR 690-380-3100(1)(b)(c)&(d).
☐ All authorized and proposed POD's/POA's and POU's shown and clearly labeled.
☐ Metes and bounds for the POD's/POA's are properly described on the map.
☐ The POD/POA dimensions & ¼ ¼ on map match the transfer application and certificate descriptions.
☐ Map acres match the tabulation on the certificate.
☐ Have final proof maps/decree maps for the rights. ☐ Application map matches certificate FPS.
☐ Have necessary aerial photos.

Determining the "From" and "To" Lands *(make working copy of application and certificates to mark on)*

☐ O*nly* the authorized POD's/POA's and POUs to be transferred are listed.
☐ Application & certificate tabulations match. *(Mark on appl. and cert. copies and note corrections needed)*
☐ Marked on certificate the acreage being transferred, cancelled and remaining by ¼ ¼.

Ownership

☐ The deed/ROLI matches the ***"from"*** lands. (Don't need to check "to" lands.)
☐ Have current tax lot map. *(If transfer application is several years old, contact assessor's office)*
☐ The applicant is the owner of the "from" lands.
☐ *All* owners on the deed/ROLI have signed the application.
☐ If necessary, there is a notarized, signed statement of consent from landowners other than applicant.
☐ If necessary, there is a copy of written notification to each lien holder identified on ROLI.
☐ Agent has authorization to make decisions.

Evaluation (materials needed for peer reviewer in bold)

☐ **application** complete ☐ **map** ☐ **FPS** ☐ evidence of use ☐ land-use form
☐ deed/ROLI ☐ **certificate** ☐ fees paid ☐ well logs ☐ **plat card**
☐ **audit** ☐ **dpd**

Reviews/comments/conditions received? ☐ Watermaster ☐ ODFW ☐ GW

Headgate ☐ When in the judgment ☐ Prior to diverting ☐ Existing and maintain
Measuring Devices ☐ When in the judgment ☐ Prior to diverting ☐ Existing and maintain
Fish Screen Devices ☐

Injury: Y N Enlargement: Y N

Conditions to avoid enlargement/injury –

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

April 1, 2009

Central Oregon Irrigation District
1055 SW Lake Court
Redmond, OR 97756

Deschutes River Conservancy
700 NW Hill Street
Bend, OR 97701

Re: Instream Transfer T-10544 & Mitigation Credit Project MP-113

Thank you for participating in the Instream Transfer and Deschutes Mitigation Credit program. I want to express appreciation for your participation in these programs and cooperation in helping to improve streamflows for fish and aquatic life and to provide mitigation water to ground water users in the Deschutes Ground Water Study Area.

As identified in the attached Final Order, this Instream Transfer has been approved and awarded mitigation credits. Mitigation credits awarded to this project have been assigned jointly to Central Oregon Irrigation District and Deschutes River Conservancy.

These mitigation credits may be used to satisfy the mitigation obligation of a ground water permit or application or may be assigned to any person or mitigation bank. The mitigation credits awarded to this project are valid until used to fulfill the mitigation obligation of a ground water permit application(s) and/or an existing ground water right(s) in the General Zone of Impact and/or Middle Deschutes River Zone of Impact within the Deschutes Ground Water Study Area. A ground water user wanting to demonstrate that mitigation credits are being used to satisfy a mitigation obligation needs to submit documentary evidence to the Department showing that mitigation credits have been obtained and assigned to them.

Mitigation credit transactions should be reported to the Water Resources Department. The Department has a Documentary Evidence form, copy enclosed (along with an example), available for your use or any subsequent mitigation credit holder, to assign the credits to a ground water user. The Department's Documentary Evidence form contains pertinent information needed by the Department to evaluate the use and validity of the mitigation credits.

If you decide to assign the mitigation credits to someone other than a ground water user, the Department would like to suggest that the enclosed Assignment of Mitigation Credits form (chain-of-custody) be used to assign credits to another party. An additional Assignment of Mitigation Credit form is also enclosed. These assignment forms will help establish a chain-of-custody for the ownership of the mitigation credits. Please provide a copy of the complete assignment record (from original credit holder to current credit holder) and a blank assignment form to any new credit holders so that they may continue the mitigation credit assignment record as well. A general example is enclosed for your reference.

Once the mitigation credits are assigned to a ground water user, the ground water user will need to submit documentary evidence that valid mitigation credits have been obtained to satisfy their mitigation obligation. If credits have changed hands beyond the original credit holder, the Department will ask the ground water user to demonstrate that the credits they are intending to use are indeed valid. A complete assignment record will help demonstrate the validity of the credits being used.

Also enclosed is a copy of the final order and new instream water right certificate. If you have any questions regarding the instream transfer and new certificate or the award of mitigation credits, please call me at (503) 986-0884.

Sincerely,

Laura K. Wilke

Laura K. Wilke
Flow Restoration Program Coordinator

c: Jeremy Giffin, Watermaster District 11
file T-10544 & MP-113

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

ASSIGNMENT RECORD FOR MITIGATION CREDITS
CHAIN OF CUSTODY

Mitigation Credit Project: MP-113 Mitigation Credits: 174.3

Mitigation Credit Holder: Deschutes River Conservancy (PO box 1560, Bend, OR 97709) and Central Oregon Irrigation District (1055 SW Lake Court, Redmond, OR 97756)

#____ Mitigation credits have been assigned to (Name): _____

Mailing Address: _____

Phone Number: _____

_____ _____
Current Mitigation Credit Holder Signature Date

_____ _____
New Mitigation Credit Holder Signature Date

Mitigation Credit Holder: _____

#____ Mitigation credits have been assigned to (Name): _____

Mailing Address: _____

Phone Number: _____

_____ _____
Current Mitigation Credit Holder Signature Date

_____ _____
New Mitigation Credit Holder Signature Date

Mitigation Credit Holder: _____

#____ Mitigation credits have been assigned to (Name): _____

Mailing Address: _____

Phone Number: _____

_____ _____
Current Mitigation Credit Holder Signature Date

_____ _____
New Mitigation Credit Holder Signature Date

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

ASSIGNMENT RECORD FOR MITIGATION CREDITS
CHAIN OF CUSTODY (Additional Form)

Mitigation Credit Project: MP-113 Mitigation Credits: ____ (# held by current credit holder)

Mitigation Credit Holder: _____

#____ Mitigation credits have been assigned to (Name): _____

Mailing Address: _____

Phone Number: _____

_____ _____
Current Mitigation Credit Holder Signature Date

_____ _____
New Mitigation Credit Holder Signature Date

Mitigation Credit Holder: _____

#____ Mitigation credits have been assigned to (Name): _____

Mailing Address: _____

Phone Number: _____

_____ _____
Current Mitigation Credit Holder Signature Date

_____ _____
New Mitigation Credit Holder Signature Date

Mitigation Credit Holder: _____

#____ Mitigation credits have been assigned to (Name): _____

Mailing Address: _____

Phone Number: _____

_____ _____
Current Mitigation Credit Holder Signature Date

_____ _____
New Mitigation Credit Holder Signature Date

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

DESCHUTES BASIN MITIGATION CREDIT DOCUMENTARY EVIDENCE FORM

This form is to be completed when mitigation credits are obtained from a mitigation credit holder, other than a mitigation bank, by a ground water application/permit/certificate holder to satisfy a mitigation obligation under the Deschutes Ground Water Mitigation rules. Please print in ink or type all information. If there any questions about this form, please contact the Department. Phone: (503) 986-0884

Ground Water User Information:

Name: _____
Mailing Address (Street, City, State, Zip): _____
Phone Number (Home and Work-including area code): _____ E-Mail (optional): _____
Ground Water Application, Permit, or Certificate #: _____
Mitigation Obligation (amount) (see Notice of Mitigation Obligation or Initial Review for this information): _____
Zone of Impact (see Notice of Mitigation Obligation or Initial Review for this information): _____

Mitigation Credit Holder Information:

Mitigation Credit Holder Name: _____
Mailing Address: _____
Phone Number (including area code): _____ E-Mail (optional): _____
If mitigation credits have changed hands beyond the original credit holder, a complete assignment record should be included with this documentary evidence form to help demonstrate that the credits are valid. This information may be obtained from the mitigation credit holder.

Mitigation Credit Information:

In the following table, identify the mitigation project identification number(s), the number of credits assigned from each mitigation project, the zone of impact in which the credits are to be used (note - many credits may be used within more than one zone of impact) and the type of mitigation project upon which the credits are based.

Project Type Codes: Allocation of Conserved Water = ACW; Permanent Instream Transfers = PT; Storage Release = SR; Aquifer Recharge = AR; Other = Other (if other, please describe under project type in space provided below)

Mitigation Project ID	# Mitigation Credits Assigned	Zone of Impact	Mitigation Project Type Code (see above)
MP-_____	_____	_____	_____

Add additional mitigation projects and credits, using above format, by attaching additional pages if necessary.

Mitigation Project Operator (if other than original credit holder): _____(for example, name of storage project or aquifer recharge project operator)
Mailing Address: _____
Phone Number (including area code): _____

For Stored Water Releases (if applicable):
Name of Reservoir: _____
Reservoir Permit/Certificate: _____ Contract Number(s): _____

The above described mitigation credits have been transferred from _____, mitigation credit holder, to _____, ground water application/permit/certificate holder.

_____ _____
Mitigation Credit Holder Signature Date

_____ _____
Ground Water Application/Permit/Certificate Holder Signature Date

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

EXAMPLE ONLY - DESCHUTES BASIN MITIGATION CREDIT DOCUMENTARY EVIDENCE FORM

This form is to be completed when mitigation credits are obtained from a mitigation credit holder, other than a mitigation bank, by a ground water application/permit/certificate holder to satisfy a mitigation obligation under the Deschutes Ground Water Mitigation rules. Please print in ink or type all information. If there any questions about this form, please contact the Department.

Ground Water User Information:

Name: Ken Smith
Mailing Address (Street, City, State, Zip): 967 Fairmont Drive, Bend, OR 97701
Phone Number (Home and Work - including area code): (541) 388-0000 (Home) (541) 389-0000 (work) _____ (other)
E-Mail (optional): _____
Ground Water Application, Permit, or Certificate #: G-99999
Mitigation Obligation (amount) (see Notice of Mitigation Obligation or Initial Review for this information): 5.0 acre-feet
Zone of Impact (see Notice of Mitigation Obligation or Initial Review for this information): General Zone of Impact

Mitigation Credit Holder Information:

Mitigation Credit Holder Name: Tom Cooper
Mailing Address: 9090 Perfect Loop, Bend, Oregon 97709
Phone Number (including area code): _____ (Home) (541) 777-9999 (work) _____ (other)
E-Mail (optional): _____
If mitigation credits have changed hands beyond the original credit holder, a complete assignment record (chain-of-custody) for the mitigation credits should be included with this documentary evidence form to help demonstrate that the credits are valid. This information may be obtained from the mitigation credit holder.

Mitigation Credit Information:

In the following table, identify the mitigation project identification number(s), the number of credits assigned from each mitigation project, the zone of impact in which the credits are to be used (note - many credits may be used within more than one zone of impact) and the type of mitigation project upon which the credits are based.

Project Type Codes: Allocation of Conserved Water = ACW; Permanent Instream Transfers = PT; Storage Release = SR; Aquifer Recharge = AR; Other = Other (if other, please describe under project type in space provided below)

Mitigation Project ID	# Mitigation Credits Assigned	Zone of Impact	Mitigation Project Type Code (see above)
MP-99	5.0	General	PT

Add additional mitigation projects and credits by attaching additional forms or additional pages, using above format, if necessary.

Mitigation Project Operator (if other than original credit holder): _____ (for example, name of storage project or aquifer recharge project operator)
Mailing Address: _____
Phone Number (including area code): _____

For Stored Water Releases (if applicable):
Name of Reservoir: _____
Reservoir Permit/Certificate: _____ Contract Number(s): _____

The above described mitigation credits have been transferred from _____, mitigation credit holder, to _____, ground water application/permit/certificate holder.

signature of Tom Cooper _____ 8-15-2006
Mitigation Credit Holder Signature — Date

signature of Ken Smith _____ 8-15-2006
Ground Water Application/Permit/Certificate Holder Signature — Date

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

EXAMPLE ONLY - ASSIGNMENT RECORD FOR MITIGATION CREDITS CHAIN OF CUSTODY

Mitigation Credit Project: MP-99 Mitigation Credits: 10.0

Mitigation Credit Holder: John Smith

10.0 Mitigation credits have been assigned to (Name): Brian Jones

Mailing Address: 5151 Tiger Drive, Bend, OR 97701

Phone Number: (541) 389-9999

Signature of John Smith — 12/13/2005
Current Mitigation Credit Holder Signature — Date

Signature of Brian Jones — 12/13/2005
New Mitigation Credit Holder Signature — Date

Mitigation Credit Holder: Brian Jones

5.0 Mitigation credits have been assigned to (Name): Judith Niles

Mailing Address: 6000 Balmy Road, Redmond, Oregon 97756

Phone Number: (541) 677-8888

Signature of Brian Jones — 5/6/2006
Current Mitigation Credit Holder Signature — Date

Signature of Judith Niles — 5/6/2006
New Mitigation Credit Holder Signature — Date

Mitigation Credit Holder: Brian Jones

5.0 Mitigation credits have been assigned to (Name): Jackson Long

Mailing Address: 800 Finders Way, Prineville, Oregon 97754

Phone Number: (541) 888-9999

Signature of Brian Jones — 6/8/2006
Current Mitigation Credit Holder Signature — Date

Signature of Jackson Long — 6/8/2006
New Mitigation Credit Holder Signature — Date

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

EXAMPLE ONLY - ASSIGNMENT RECORD FOR MITIGATION CREDITS CHAIN OF CUSTODY (Additional Form)

Mitigation Credit Project: MP-99 Mitigation Credits: 5.0 (# held by current credit holder)

Mitigation Credit Holder: Judith Niles

5.0 Mitigation credits have been assigned to (Name): Tom Cooper

Mailing Address: 9090 Perfect Loop, Bend, Oregon 97709

Phone Number: (541) 777-9999

signature of Judith Niles — 7-10-2006
Current Mitigation Credit Holder Signature — Date

signature of Tom Cooper — 7-10-2006
New Mitigation Credit Holder Signature — Date

Mitigation Credit Holder: _____

#____ Mitigation credits have been assigned to (Name): _____

Mailing Address: _____

Phone Number: _____

_____ — _____
Current Mitigation Credit Holder Signature — Date

_____ — _____
New Mitigation Credit Holder Signature — Date

Mitigation Credit Holder: _____

#____ Mitigation credits have been assigned to (Name): _____

Mailing Address: _____

Phone Number: _____

_____ — _____
Current Mitigation Credit Holder Signature — Date

_____ — _____
New Mitigation Credit Holder Signature — Date

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of Instream Transfer Application T-10544 and Mitigation Credit Project MP-113, Deschutes County	)	FINAL ORDER APPROVING A CHANGE IN PLACE OF USE AND CHARACTER OF USE, PARTIAL CANCELLATION OF A SUPPLEMENTAL WATER RIGHT, AND PRELIMINARY AND FINAL AWARD OF MITIGATION CREDITS

Authority

ORS 540.505 to 540.580 establishes the process in which a water right holder may submit a request to transfer the point of diversion, place of use, or character of use authorized under an existing water right. OAR Chapter 690, Division 380 implements the statutes and provides the Department's procedures and criteria for evaluating transfer applications. OAR Chapter 690, Division 077 provides additional criteria for evaluating transfers to instream water rights.

ORS 540.510 establishes the process in which the Department may cancel a supplemental water right not included as part of the transfer application.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Pursuant to OAR 690-521-0400 (2), any mitigation credits awarded to a mitigation project are valid until used to fulfill a mitigation obligation of a ground water use in the Deschutes Ground Water Study Area. Valid mitigation credits may be assigned by any person or recognized mitigation bank to any person or other mitigation bank. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

Applicants

CENTRAL OREGON IRRIGATION DISTRICT
1055 SW LAKE COURT
REDMOND, OR 97756

DESCHUTES RIVER CONSERVANCY
700 NW HILL STREET
BEND, OR 97701

This final order is subject to judicial review by the Court of Appeals under ORS 183.482. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.482(1). Pursuant to ORS 536.075 and OAR 137-003-0675, you may petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

Findings of Fact

Background

1. On February 22, 2008, the Central Oregon Irrigation District (COID) and Deschutes River Conservancy (DRC) filed an application to change the place of use and character of use under Certificate 83571 to instream use. The Department assigned the application number T-10544.

2. The portion of the right to be transferred is as follows:

Certificate: 83571 in the name of Central Oregon Irrigation District
Use: Irrigation of 118.99 acres
Priority Date: October 31, 1900 and December 2, 1907
Season of Use: April 1 through October 31, further limited as follows:
April 1 through April 30 & October 1 through October 31 described herein as Season 1
May 1 through May 14 & September 16 through September 30 described herein as Season 2
May 15 through September 15 described herein as Season 3
Maximum Quantity (Rate) that can be applied to an acre:
Season 1: limited to 1/80th cubic foot per second (CFS) per acre
Season 2: limited to 1/60th CFS per acre
Season 3: limited to 1/32.4th CFS per acre
Maximum Duty that can be applied to an acre:
Not to exceed 9.91 acre-feet (AF) per acre per year.
The above listed rates and duty reflect allowance of a 45% transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Those lands not served from the district main canal systems, but by direct pumping from the Deschutes River, are not allowed the 45% transmission loss.
Source: The Deschutes River, tributary to the Columbia River
Authorized Point of Diversion (POD):

Township		Range		Meridian	Sec	¼ ¼	Survey Coordinates
17	S	12	E	W.M.	29	SE NE	POD #11 (COID NORTH CANAL): 850 FEET NORTH AND 630 FEET WEST FROM THE EAST ¼ CORNER OF SECTION 29

Authorized Places of Use:

Township		Range		Meridian	Sec	¼ ¼	Acres
14	S	13	E	WM	16	SE SW	0.24
14	S	13	E	WM	34	NE SE	8.00
15	S	13	E	WM	4	NE NE	5.00
15	S	13	E	WM	5	SE NE	4.50
15	S	13	E	WM	5	NW SW	30.20

Township		Range		Meridian	Sec	¼ ¼		Acres
15	S	13	E	WM	5	SW	SE	3.77
15	S	13	E	WM	8	SW	SW	0.90
15	S	13	E	WM	8	SE	SW	19.62
15	S	13	E	WM	8	SW	SE	4.50
15	S	13	E	WM	9	NW	NW	2.00
15	S	13	E	WM	9	NE	SE	2.40
15	S	13	E	WM	10	SW	NW	5.40
15	S	13	E	WM	17	NW	NW	14.70
15	S	13	E	WM	18	SW	SE	4.00
15	S	13	E	WM	20	NW	NW	4.40
15	S	13	E	WM	20	NW	SE	0.18
15	S	13	E	WM	20	SE	SE	0.63
15	S	13	E	WM	21	SW	NW	0.50
15	S	13	E	WM	30	NW	SE	8.05

3. The Department has information that the season of use described in Certificate 83571 contains scrivener errors. Consistent with the Decree for the Deschutes River (Volume 12, Page 282), the irrigation season should be:

Season of Use: April 1 through October 31, further limited as follows:
April 1 through April 30 & October 1 through October 31 described herein as Season 1.
May 1 through May 14 & September 15 through September 30 described herein as Season 2.
May 15 through September 14 described herein as Season 3

4. Certificate 83571 is a deficient water right. If water were diverted simultaneously to all authorized lands and uses described in the right at the maximum rates and duty allowed (described in Finding of Fact #2), the total rate and duty for the water right would be exceeded. In the event water were diverted simultaneously to all authorized lands and uses described in the right at the maximum rates and duty allowed at the POD (described in Finding of Fact #2), the portion of the right involved in this transfer would be limited as described in the tables below. These rates and duty are also the quantities by which Certificate 83571 shall be reduced, if this transfer is approved.

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	1.484 CFS	1.978 CFS	2.616 CFS	1,176.27 AF
December 2, 1907			1.048 CFS	

5. A total of 648.55 AF of water, excluding transmission losses, may be beneficially used annually for primary irrigation under the portion of existing Certificate 83571 proposed for transfer.

6. Supplemental right, Certificate 76714, is appurtenant to the same lands from which the primary right under Certificate 83571 is proposed to be transferred to instream use. The applicant has requested that the affected portion of Certificate 76714 be cancelled upon issuance of the Final Order approving T-10544.

7. The applicants are not the owners of the lands to which the water right described in Finding of Fact #2 is appurtenant. However, water right conveyance agreements have been completed and interest in the water rights has been conveyed to COID from each landowner described in the table below. The portion of this right to be transferred was appurtenant to lands owned by the identified landowners at the time interest in the water right was conveyed through a Quit Claim, a water right conveyance agreement.

Landowner	Water Right Interest Holder	T	R	Sec	¼ ¼	Current Tax Lot
J. Pat and Carolyn Horton, Jayne I. Heyne, and Tyler Fitzsimons	COID	15S	13E	5	NW SW	901
Arrowood Development, LLC	COID	15S	13E	30	NW SE	600
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1302
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1304
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1306
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1307
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1308
Elk Horn Development, LLC	COID	15S	13E	8	SE SW	100
Elk Horn Development, LLC	COID	15S	13E	8	SE SW	200
George A. and Jennifer Arthur	COID	15S	13E	20	NW NW	201
Pat C. Dean, Trustee, or successor in trust, under The Pat C. Dean Revocable Living Trust, dated March 15, 2005	COID	15S	13E	10	SW NW	500
Gene W. and Judy R. Hoskin, Grant and Julie Hoskin, and Shannon and Tara Townsend	COID	14S	13E	34	NE SE	2008
Havnip Investment, LLC	COID	15S	13E	8	SW SE	2200
Duane and Kristeen M. Whipple	COID	15S	13E	5	SW SE	1103
Prescott S. and Brook L. Rice	COID	15S	13E	9	NW NW	205
Hayden H. Watson	COID	15S	13E	4	NE NE	600
Lorraine Hendricks	COID	15S	13E	18	SW SE	2802
Lorraine Hendricks	COID	15S	13E	18	SW SE	2809
Alterra Investments LLC	COID	15S	13E	8	SE SW	1100
A & M Ventures, LLC	COID	15S	13E	9	NE SE	800
Michael R. and Brenda L. Chilcott	COID	15S	13E	20	NW SE	4900
Samuel E. Blackwell, Jr.	COID	15S	13E	21	SW NW	200
Samuel E. Blackwell, Jr.	COID	15S	13E	21	SW NW	300
The DRT Living Trust, UTD August 31, 2005, David L. and Rose M. Noah, Trustees	COID	14S	13E	16	SE SW	1101
Richard A. and Judith L. Scorza	COID	15S	13E	30	NW SE	701
Charles and Dana Garner	COID	15S	13E	8	SW SW	802
WASABI WASABI, LLC	COID	15S	13E	5	SE NE	302
Suzanna F. Clarke	COID	15S	13E	20	SE SE	300

8. Application T-10544 proposes to change the character of use to instream use for conservation, maintenance and enhancement of aquatic and fish life, wildlife, fish and wildlife habitat and other ecological values; pollution abatement; and recreation.

9. Application T-10544 also proposes to use 96.85 acres of irrigation use proposed for instream transfer (described in Finding of Fact #2) for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area, and to use the remaining 22.14 acres of irrigation use for instream restoration purposes.

10. Application T-10544 proposes to change the place of use of the right to create the following instream reaches:

    Reach 1 (restoration and mitigation flows): From COID North Canal POD #11 (described in Finding of Fact #2) to Lake Billy Chinook (River Mile (RM) 120).

    Reach 2 (restoration flows only): From Lake Billy Chinook (RM 120) to the mouth of the Deschutes River (RM 0).

11. The applicant proposes that water be protected instream during the period April 1 through October 26. Season 3 would end on October 26.

12. The applicant proposes the quantities of water to be transferred and protected instream be as follows:

Reach 1: POD #11 to Lake Billy Chinook (RM 120)

Certificate	Priority Date	Rate Instream	Volume Instream
83571	October 31, 1900	Season 1: 0.818 CFS Season 2: 1.091 CFS Season 3: 2.020 CFS	648.55 AF

Reach 2: Lake Billy Chinook (RM 120) to Mouth (RM 0)

Certificate	Priority Date	Rate Instream	Volume Instream
83571	October 31, 1900	Season 1: 0.10 CFS Season 2: 0.10 CFS Season 3: 0.10 CFS	39.85 AF

13. There are existing instream water rights within the same reach as that proposed for the new instream water right. There is a pending instream water right application, filed by the Oregon Department of Fish and Wildlife (ODFW) pursuant to ORS 537.341 to establish an instream water right from POD #11 to Lake Billy Chinook, which if approved will have a priority date of September 19, 1990. Below Lake Billy Chinook, there are two other instream water rights, Certificates 73188 and 73237, with priority dates of October 2, 1989 and January 16, 1996, respectively. These instream water rights were established pursuant to ORS 537.341, the state agency instream water right application process, and are located from the Pelton Regulation Dam on the Deschutes River to the mouth. The remaining

instream water rights were established under ORS 537.348, the instream transfer process, and ORS 537.470, the allocation of conserved water process.

14. The applicant proposes that any instream water right established as a result of this instream transfer to be additive to existing instream water rights for the same reach established pursuant to ORS 537.348 (instream transfer process) and ORS 537.470 (allocation of conserved water process). The applicant also proposes that any instream water right established as a result of this instream transfer replace a portion of any existing instream rights established pursuant to ORS 537.346 (minimum streamflow conversion) and ORS 537.341 (state agency instream application process), with an earlier priority date.

15. The applicant has requested to protect water instream under the October 31, 1900, priority date. Water is diverted at the point of diversion during Season 3 under both the 1900 and 1907 priority dates. The quantity of water diverted under the 1907 priority date during Season 3 makes up a balance of water allowed by the decree for transmission losses. Transmission losses account for 45% of the water diverted at the point of diversion and are not transferable to instream use. The quantities of water proposed by the applicant to be transferred instream, as described in Finding of Fact #12, do not include the 45% transmission loss. The Department finds that water may be protected instream solely under the 1900 priority date.

16. The applicant has provided notification of the proposed action to the Cities of Bend and Maupin; Deschutes, Jefferson, and Wasco Counties; and the Confederated Tribes of the Warms Springs Reservation. Additionally, the Department provided notification of the proposed action to these local governments upon receipt of Transfer Application T-10544.

17. Notice of the application for transfer was published on March 11, 2008, pursuant to ORS 540.520 and OAR 690-380-4000. No comments were filed in response to the notice.

18. On August 6, 2008, the Department mailed a copy of the draft Preliminary Determination proposing to approve Transfer Application T-10544 to the applicants. The cover letter for the draft Preliminary Determination set forth a deadline of September 4, 2008, for the applicants to respond and provide additional information necessary to complete and clarify the application. Information requested by the Department was received on August 26, 2008. Additional information requested by the Department was also received on November 19 and 21, 2008, and December 3, 2008. On December 3, 2008, the applicants concurred with the draft Preliminary Determination and requested that the Department proceed with issuance of a Preliminary Determination.

19. On December 9, 2008, the Department issued a preliminary determination proposing to approve Transfer Application T-10544 and mailed a copy to the applicants. Additionally, notice of the preliminary determination for the transfer application was published on the Department's weekly notice on December 16, 2008, and in the Bend Bulletin on January 28, February 4, and February 11, 2009, pursuant to ORS 540.520 and OAR 690-380-4020. No protests were filed in response to the Department's weekly notice or to the newspaper notice.

20. On December 10, 2008, the Watermaster identified that the following condition was left out of the Determination and Proposed Action section of the Preliminary Determination:

> Within the specified stream reach, the amount of water to which this right is entitled shall not exceed the quantity of water legally available at the original point of diversion. Stream channel losses and gains calculated based on available data and the use of water by senior appropriators will determine the amount of water to which this right is entitled downstream from the original point of diversion within the specified stream reach.

This condition has been included in the order section of this Final Order and will be included in the new instream water right.

Instream Transfer Review Criteria (OAR 690-77-0075 and 690-380-4010

21. Water has been used within the last five years according to the terms and conditions of the rights or the water right has been leased instream within the last five years, and there is no information in the record that would demonstrate that the rights are subject to forfeiture under ORS 540.610.

22. A diversion structure and ditch sufficient to use the full amount of water allowed under the existing right were present within the five-year period prior to submittal of Application T-10544 for a portion of the right proposed for transfer. A delivery system does not appear to have been in place within the five-year period prior to submission of the transfer application for other portions of the water right proposed for transfer. However, those portions appear to have been leased instream within the last five years under IL-807 in 2007 or IL-765 in 2006.

23. At the full rates and duty allowed by the water right to be transferred instream, water may be protected instream for a period of 209 days, which appears to be consistent with the period requested by the applicant (April 1 through October 26).

24. The proposed instream use requires modification to take into account return flows. The quantities requested to be protected instream in Reach #2, as described in Finding of Fact #12, account for return flows. A portion of the water diverted at the POD returns to the Deschutes River within the proposed reach and is available to downstream water right holders. Return flows from the existing use are back in the river system once river flows reach the Madras Gage. To prevent injury to downstream water right holders or enlargement, the quantity of water that may be protected instream requires modification and return flows should be accounted for at the Madras Gage. The original Reach #2 proposed by the applicant accounted for return flows higher on the system than needed.

25. The applicants have also requested to protect water instream for mitigation purposes only from the POD down to Lake Billy Chinook and restoration flows from the POD down to the mouth of the Deschutes River. The reaches proposed by the applicants require further modification to take into account where water is to be protected and the location of return flows described in Finding of Fact #24.

26. Based on Findings of Fact #23 through #25, on December 3, 2008, the applicants agreed to modify the quantities to be transferred and protected instream as follows:

Reach 1 (Mitigation and Restoration flows): COID North Canal POD #11 (as described in Finding of Fact #2) to Lake Billy Chinook (RM 120)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.818 CFS	648.55 AF
		Season 2	1.091 CFS	
		Season 3	2.020 CFS	

Reach 2 (Restoration flows only): Lake Billy Chinook (RM 120) to Madras Gage

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.152 CFS	120.67 AF
		Season 2	0.203 CFS	
		Season 3	0.376 CFS	

Reach 3 (Restoration flows only): Madras Gage to Mouth (RM 0)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	April 1 – October 26	0.1 CFS	39.85 AF

27. The proposed change, as modified, would not result in enlargement of the right.

28. The proposed change, as modified, would not result in injury to other water rights.

29. The amount and timing of the proposed instream flow, as modified, are allowable within the limits and use of the original water right.

30. The protection of flows within the proposed reach is appropriate, considering:

    (a) The instream water right begins at the recorded point of diversion;

    (b) The location of confluences with other streams downstream of the point of diversion;

    (c) There are no known areas of natural loss of streamflow to the river bed downstream from the point of diversion; and

    (d) Any return flows resulting from the exercise of the existing water right would re-enter the river within the proposed reach and have been accounted for in Reach #3.

31. Within the proposed reach, the Deschutes River is a designated State Scenic Waterway. The protection of flows necessary to maintain the free flowing character of the Deschutes River for fish and wildlife habitat, and recreation is a matter of statutory policy. Within the reach proposed by the applicant, there are several existing instream water rights, which include the

use of water for fish habitat, aquatic life, recreation, aesthetics, and pollution abatement. There is also a pending instream water right application filed by ODFW for anadromous and resident fish rearing. In addition to flows for the designated Scenic Waterway and the pending instream water right application, which are at times not met during the requested period for instream protection, this segment of the Deschutes River is also on the Oregon Department of Environmental Quality's (DEQ) 303d list of water quality limited streams for temperature and pH above Lake Billy Chinook and for nutrients, sedimentation and temperature below Lake Billy Chinook at the lower end of the river.

32. By adding to other water rights leased or transferred instream at the same location, or created through the conserved water statutes, the instream right will provide protection for additional streamflows necessary for conservation, maintenance and enhancement of aquatic and fish life, fish and wildlife habitat and other ecological values; recreation; and pollution abatement.

33. By replacing a portion of instream rights created at the request of state agencies or under the minimum streamflow conversion process, the instream right will provide protection for streamflows previously identified as necessary for conservation, maintenance and enhancement of aquatic and fish life, fish and wildlife habitat and other ecological values; recreation; and pollution abatement under earlier priority dates.

34. During the period April 1 through October 26 any instream water right established by this transfer application may replace a portion of instream water rights established pursuant to ORS 537.341 or 537.346 and be in addition to instream water rights established pursuant to ORS 537.348 or 537.470 unless otherwise specified by an order approving a new instream water right under these statutes.

35. The total monthly quantities of water to be protected under the proposed instream right, in addition to the existing instream water rights, within the proposed reach will provide for a beneficial purpose and do not exceed the estimated average natural flow.

Partial Cancellation of a Water Right

36. There is an existing supplemental right, Certificate 76714, appurtenant to the portion of lands on which Certificate 83571 is proposed for transfer to instream use. The applicant has not submitted an affidavit certifying that the affected portions under Certificate 76714 have been abandoned. The applicant has requested that affected portions of the supplemental water rights under Certificate 76714 be cancelled upon issuance of the Final Order approving T-10544. The portion of Certificate 76714 to be cancelled has been quit claimed to COID.

37. Supplemental water rights (layered water rights) must be included in a transfer application or be cancelled.

38. Consistent with OAR 690-380-2250, the Department provided notice (as part of the draft Preliminary Determination identified in Finding of Fact #18) to the applicant of the Department's intent to cancel the portions of the supplemental water right described below

unless within 30 days of the date of notification, the applicant modified the application to include the supplemental right or withdrew the application. No response was received to the notice.

39. That portion of the supplemental water right to be cancelled is as follows:

Certificate: 76714 in the name of Central Oregon Irrigation District
Use: Supplemental Irrigation of 118.99 acres
Priority Date: February 28, 1913
Source: Crane Prairie Reservoir, constructed under permit R-1687, tributary to the Deschutes River

Authorized PODs:

Township		Range		Meridian	Sec	¼ ¼		Survey Coordinates
21	S	8	E	W.M.	17	NE	NE	CRANE PRAIRIE RESERVOIR DAM
17	S	12	E	W.M.	29	SE	NE	POD #11 (COID NORTH CANAL): 850 FEET NORTH AND 630 FEET EAST FROM THE NORTH ¼ CORNER OF SECTION 29

Authorized Places of Use:

Township		Range		Meridian	Sec	¼ ¼		Acres
14	S	13	E	WM	16	SE	SW	0.24
14	S	13	E	WM	34	NE	SE	8.00
15	S	13	E	WM	4	NE	NE	5.00
15	S	13	E	WM	5	SE	NE	4.50
15	S	13	E	WM	5	NW	SW	30.20
15	S	13	E	WM	5	SW	SE	3.77
15	S	13	E	WM	8	SW	SW	0.90
15	S	13	E	WM	8	SE	SW	19.62
15	S	13	E	WM	8	SW	SE	4.50
15	S	13	E	WM	9	NW	NW	2.00
15	S	13	E	WM	9	NE	SE	2.40
15	S	13	E	WM	10	SW	NW	5.40
15	S	13	E	WM	17	NW	NW	14.70
15	S	13	E	WM	18	SW	SE	4.00
15	S	13	E	WM	20	NW	NW	4.40
15	S	13	E	WM	20	NW	SE	0.18
15	S	13	E	WM	20	SE	SE	0.63
15	S	13	E	WM	21	SW	NW	0.50
15	S	13	E	WM	30	NW	SE	8.05

40. The Department has information that POD #11 (COID North Canal) described in Certificates 83571 and 76714 is the same diversion point. The location coordinates described in Certificate 76714 contain errors. The location coordinates should be:

Township		Range		Meridian	Sec	¼ ¼	Survey Coordinates
17	S	12	E	W.M.	29	SE NE	POD # 11 (COID NORTH CANAL): 850 FEET NORTH & 630 FEET WEST FROM THE EAST ¼ CORNER OF SECTION 29

Preliminary Award of Deschutes Basin Mitigation Credits

41. COID and the DRC (the Applicant) have requested that a portion of this instream transfer application be used to establish mitigation credits in the Deschutes Ground Water Study Area. The Applicant has requested that any mitigation credits generated from this project be assigned to COID and the DRC.

42. The Department assigned this mitigation credit project number MP-113.

43. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6) on March 11, 2008. No comments were received in response to this notice.

44. The Department consulted with representatives from ODFW, DEQ, Oregon Parks and Recreation Department (OPRD), Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2) on March 7, 2008. Comments were received from OPRD. OPRD identified that this instream transfer will enhance aesthetics and add water needed for fishery resources.

45. No modifications were made to the proposed instream use based upon comments received.

46. The proposed transfer of 96.85 acres of irrigation use to instream use for mitigation purposes will provide 174.3 acre-feet of mitigation water. Therefore, 174.3 mitigation credits (1.0 mitigation credit = 1.0 AF of mitigation water) may be awarded to this mitigation credit project and assigned to COID and the DRC. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the Middle Deschutes and/or General Zones of Impact.

47. A total of 527.88 AF is proposed to be transferred to instream use for mitigation purposes and 174.3 AF of that, as identified above, may be used for mitigation purposes. The amount of water transferred instream and not used for mitigation purposes will benefit instream flow.

48. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The

issuance of a certificate(s) for the proposed instream water right shall result in completion of the project and verification that the project is complete. Mitigation credits may become valid the first calendar year that water is protected instream as a result of this transfer.

49. Mitigation credits awarded to this mitigation credit project will be valid beginning the first calendar year that water will be protected instream under any new instream water right created as a result of this instream transfer application.

Conclusions of Law

The changes in character of use and place of use to instream use proposed in application T-10544 are consistent with the requirements of ORS 540.505 to 540.580, ORS 537.348, OAR 690-380-5000, and OAR 690-077-0075 and the abandoned portion of the right should be cancelled.

This mitigation project (MP-113) results in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

Now, therefore, it is ORDERED:

1. The changes in character of use and place of use to instream use proposed in application T-10544 are approved. The portion of the right that has been abandoned is cancelled.

2. Water Right Certificate 83571 is modified. A new certificate confirming the instream water right shall be issued. The Department shall issue a new water right certificate to supersede Certificate 83571 on a determination that it is necessary to produce a certificate to confirm that portion of the right not involved in this transfer. Approval of this transfer shall reduce the amount of water lawfully available under the remaining portion of Certificate 83571 by the following:

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	1.484 CFS	1.978 CFS	2.616 CFS	1,176.27
December 2, 1907			1.048 CFS	AF

3. The portion of Certificate 76714 that has been abandoned is cancelled. Water right certificate 76714 is modified. The Department shall issue a new water right certificate on a determination that it is necessary to produce a certificate to confirm that portion of the water right not affected by the cancellation described in Finding of Fact #39. Modification of this supplemental water right shall reduce by 118.99 acres the number of acres to which stored water may be applied for supplemental irrigation under the right.

4. The instream water right shall provide for the protection of streamflows for conservation, maintenance and enhancement of aquatic and fish life, wildlife, fish and wildlife habitat and other ecological values; pollution abatement; and recreation in the Deschutes River as follows:

Reach 1 (Mitigation and Restoration flows): COID North Canal POD #11 (as described in Finding of Fact #2) to Lake Billy Chinook (RM 120)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.818 CFS	648.55 AF
		Season 2	1.091 CFS	
		Season 3	2.020 CFS	

Reach 2 (Restoration flows only): Lake Billy Chinook (RM 120) to Madras Gage

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.152 CFS	120.67 AF
		Season 2	0.203 CFS	
		Season 3	0.376 CFS	

Reach 3 (Restoration flows only): Madras Gage to Mouth (RM 0)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	April 1 – October 26	0.1 CFS	39.85 AF

5. Water rights upstream of the original point of diversion shall not be subject to regulation for flows in excess of the quantities to which this instream water right is entitled at the original point of diversion.

6. Within the specified stream reach, the amount of water to which this right is entitled shall not exceed the quantity of water legally available at the original point of diversion. Stream channel losses and gains calculated based on available data and the use of water by senior appropriators will determine the amount of water to which this right is entitled downstream from the original point of diversion within the specified stream reach.

7. The instream right established by this transfer shall replace a portion of instream water rights established pursuant to ORS 537.341 or 537.346 and be in addition to instream water rights established pursuant to ORS 537.348 or 537.470 unless otherwise specified by an order approving a new instream water right under these statutes.

8. The right to the use of the water is restricted to beneficial use at the place of use described, and is subject to other conditions and limitations as may be germane to instream rights, that are contained in Certificate 83571 and any related decree.

9. The former place of use of the transferred water shall no longer receive water as part of these rights.

10. **Preliminary and Final Award of Mitigation Credits:** Final Award of Mitigation Credits may be made upon completion of the project and verification by the Department that the project has been completed as proposed. Issuance of a new instream water right certificate, as described herein, will result in completion of the project and verification by the Department that the project is complete. Therefore, mitigation credits, in the amount of **174.3** credits, as described herein, may be awarded to this mitigation project and assigned to COID and the DRC. Mitigation credits awarded may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the **Middle Deschutes and General Zones of Impact.** Any mitigation credits awarded will be valid beginning the first calendar year that water will be protected instream under the new instream water right resulting from this mitigation project.

11. Mitigation credits are valid until used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

12. The instream certificate created as a result of the approval of this transfer shall be identified as a mitigation credit project. Within each instream certificate, the number of mitigation credits, the zone of impact in which the mitigation credits were generated and may be used, and the volume of water dedicated instream solely for instream benefits shall also be specified.

Dated at Salem, Oregon this 30th day of March, 2009.

William E. Fesler

for Phillip C. Ward, Director

Mailing Date APR 08 2009

STATE OF OREGON

COUNTY OF DESCHUTES

CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

STATE OF OREGON
WATER RESOURCES DEPARTMENT

confirms the right to use the waters of DESCHUTES RIVER, tributary to COLUMBIA RIVER, for instream use for conservation, maintenance and enhancement of aquatic and fish life, wildlife, fish and wildlife habitat and other ecological values; pollution abatement; and recreation.

This right was confirmed by decree of the Circuit Court of the State of Oregon for Deschutes County. The decree is of record at Salem in the Order Record of the Water Resources Director, in Volume 12, at Page 282 and in Volume 16, at Pages 1 and 390. The date of priority is OCTOBER 31, 1900. The amount of water to which this right is entitled is limited to an amount actually beneficially used, and shall not exceed:

Reach	April 1 through April 30 and October 1 through October 26	May 1 through May 14 and September 15 through September 30	May 15 through September 14
Reach #1	0.818 Cubic Foot per Second (CFS)	1.091 CFS	2.020 CFS
Reach #2	0.152 CFS	0.203 CFS	0.376 CFS
Reach #3	0.100 CFS	0.100 CFS	0.100 CFS

or its equivalent in case of rotation, measured at the point of diversion, from April 1 through October 26.

The description of the stream reaches in which flows are to be maintained is as follows:

Reach #1: From the location of Central Oregon Irrigation District (COID) North Canal diversion authorized previously under Certificate 83571, located approximately at:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
17 S	12 E	WM	29	SE NE	POD #11 (COID NORTH CANAL): 850 FEET NORTH AND 630 FEET WEST FROM E1/4 CORNER OF SECTION 29

To Lake Billy Chinook (River Mile 120).

Reach #2: From Lake Billy Chinook (River Mile 120) to the Madras Gage (River Mile 100.1).

Reach #3: From the Madras Gage (River Mile 100.1) to the mouth of the Deschutes River (River Mile 0.0).

Within the specified stream reach, the amount of water to which this right is entitled shall not exceed the quantity of water legally available at the original point of diversion. Stream channel losses and gains calculated based on available data and the use of water by senior appropriators will determine the amount of water to which this right is entitled downstream from the original point of diversion within the specified stream reach.

This is a final order in other than a contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080, you may petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

The instream right established by this transfer shall replace a portion of instream water rights established pursuant to ORS 537.341 or 537.346 and shall be in addition to instream water rights established pursuant to ORS 537.348 or 537.470, during the period April 1 through October 26, unless otherwise specified by a subsequent order establishing a new instream water right.

Mitigation Credit Award

Mitigation Project:	MP-113
Mitigation Credits Awarded:	174.3
Zone of Impact:	These mitigation credits may be used to satisfy a mitigation obligation within the Middle Deschutes Zone of Impact and/or General Zone of Impact

Each mitigation credit equals 1.0 AF of mitigation water, as determined by the Department.

The number of mitigation credits awarded is a portion of the total volume transferred instream, being 648.55 AF. The remaining balance of water dedicated to instream use, and not used to satisfy the mitigation obligation of a ground water permit (and subsequent certificate(s)), will benefit instream flows.

The mitigation credits or mitigation water established by this instream water right may be used to satisfy a mitigation obligation of a ground water permit application(s) and/or a ground water permit(s)/ certificate(s) within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules.

Mitigation credits are valid until used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder.

The right to the use of the water for the above purpose is restricted to beneficial use in the place of use described and is subject to all other terms and conditions of Certificate 83571 and contained in said decree.

This certificate is issued to confirm a change in use and place of use approved by an order of the Water Resources Director recorded in Special Order Volume 77, Page 457, approving Transfer T-10544, and supersedes a portion of Certificate 83571, State Record of Water Right Certificates.

WITNESS the signature of the Water Resources Director, affixed MAR 3 0 2009.

William S Fenbert

BY Phillip C. Ward, Director

Laura Wilke

From: Laura Wilke
Sent: Wednesday, December 10, 2008 11:10 AM
To: Robert Wood
Cc: Tony Justus; Mike Ladd
Subject: RE: T-10544 - PD issued

Nope you're not missing a thing. Not sure what happened but the last part of the paragraph was left out. I'll put this e-mail in the file and a note on the front to make sure the rest of the language is included in the final order. And in any case, it will be included in it's entirety in the certificate.

Thanks, Laura

Laura Wilke
Flow Restoration Program Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

From: Robert Wood
Sent: Wednesday, December 10, 2008 11:02 AM
To: Laura Wilke
Cc: Tony Justus; Mike Ladd
Subject: RE: T-10544 - PD issued

I don't see the language I requested in the transfer order. Or, I guess I do see the first part of it but not the whole thing.

Item 6 on page 13 reads "Within the specified stream reach, the amount of water to which this right is entitled shall not exceed the quantity of water legally available at the original point of diversion."

It should read "Within the specified stream reach, the amount of water to which this right is entitled shall not exceed the quantity of water legally available at the original point of diversion. Stream channel losses and gains calculated based on available data and the use of water by senior appropriators will determine the amount of water to which this right is entitled downstream from the original point of diversion within the specified stream reach."

Am I missing something?

Robert Wood
Watermaster, District 3
2705 E 2nd St
The Dalles, OR 97058
541- 506- 2650
http://www.wrd.state.or.us

From: Laura Wilke
Sent: Wednesday, December 10, 2008 10:48 AM
To: Zach Tillman; Leslie Clark

Cc: Jeremy Giffin; Robert Wood
Subject: T-10544 - PD issued

Good Morning Leslie and Zach!

Attached are the signed PD and the cover letter. I sent you the newspaper notice language yesterday.

Give me a buzz if you have any questions.

Laura

Laura Wilke
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

December 9, 2008

Zach Tillman
Deschutes River Conservancy
700 NW Hill Street
Bend, Oregon 97701

Leslie Clark
Central Oregon Irrigation District
1055 SW Lake Court
Redmond, OR 97756

SUBJECT: Instream Transfer Application T-10544 / Mitigation Credit Project MP-113

Please find enclosed the Preliminary Determination indicating that, based on the information available, the Department intends to approve application T-10544 and Mitigation Credit Project MP-113. This document is an intermediate step in the approval process; water may not be used legally as proposed in the transfer application until a Final Order has been issued by the Department. Please read this entire letter carefully to determine your responsibility for additional action.

A public notice is being published in the Department's weekly publication simultaneously with issuance of the Preliminary Determination. The notice initiates a 30-day period in which any person may file either a protest opposing the decision proposed by the Department in the Preliminary Determination or a standing statement supporting the Department's decision.

Because of the change in character of use, the applicant is responsible for giving public notice of the transfer changes in a local newspaper having a general circulation in the area of the water right. The notice must be published at least once a week for three consecutive weeks. We have prepared the notice for you (enclosed). The deadline for individuals to file protests or standing statements is 30 days after the date of last publication. Please have the newspaper insert the date of last publication in the proper place. After publication, the Department needs to receive an affidavit specifying the dates the notice was published. Typically, the newspaper will prepare and mail an original *affidavit of publication* to the Department, however you will want to request specifically that they do so. The newspaper can mail the affidavit to me at the address above.

If no protest is filed, the Department will issue a Final Order consistent with the Preliminary Determination. You should receive a copy of the Final Order about 30 days after the close of the protest period.

If a protest is filed, the application may be referred to a contested case proceeding. A contested case provides an opportunity for the proponents and opponents of the decision proposed in the Preliminary Determination to present information and arguments supporting their position in a quasi-judicial proceeding.

Please do not hesitate to contact me at (503) 986-0884 if I may be of assistance.

Sincerely,

Laura Wilke
Field Services Division

cc: District 11 Watermaster—Jeremy Giffin
District 3 Watermaster—Robert Wood

encs

Pd Noticed
12-16-08

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of Instream Transfer Application T-10544 and Mitigation Credit Project MP-113, Deschutes County	)	PRELIMINARY DETERMINATION PROPOSING APPROVAL OF A CHANGE IN PLACE OF USE AND CHARACTER OF USE, PARTIAL CANCELLATION OF A SUPPLEMENTAL WATER RIGHT, AND PRELIMINARY AWARD OF MITIGATION CREDITS

Authority

ORS 540.505 to 540.580 establishes the process in which a water right holder may submit a request to transfer the point of diversion, place of use, or character of use authorized under an existing water right. OAR Chapter 690, Division 380 implements the statutes and provides the Department's procedures and criteria for evaluating transfer applications. OAR Chapter 690, Division 077 provides additional criteria for evaluating transfers to instream water rights.

ORS 540.510 establishes the process in which the Department may cancel a supplemental water right not included as part of the transfer application.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Pursuant to OAR 690-521-0400 (2), any mitigation credits awarded to a mitigation project are valid until used to fulfill a mitigation obligation of a ground water use in the Deschutes Ground Water Study Area. Valid mitigation credits may be assigned by any person or recognized mitigation bank to any person or other mitigation bank. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

Applicants

CENTRAL OREGON IRRIGATION DISTRICT
1055 SW LAKE COURT
REDMOND, OR 97756

DESCHUTES RIVER CONSERVANCY
700 NW HILL STREET
BEND, OR 97701

Findings of Fact

Background

1. On February 22, 2008, the Central Oregon Irrigation District (COID) and Deschutes River Conservancy (DRC) filed an application to change the place of use and character of use under Certificate 83571 to instream use. The Department assigned the application number T-10544.

2. That portion of the right to be transferred is as follows:

Certificate: 83571 in the name of Central Oregon Irrigation District
Use: Irrigation of 118.99 acres
Priority Date: October 31, 1900 and December 2, 1907
Season of Use: April 1 through October 31, further limited as follows:
April 1 through April 30 & October 1 through October 31 described herein as Season 1
May 1 through May 14 & September 16 through September 30 described herein as Season 2
May 15 through September 15 described herein as Season 3
Maximum Quantity (Rate) that can be applied to an acre:
Season 1: limited to 1/80th cubic foot per second (CFS) per acre
Season 2: limited to 1/60th CFS per acre
Season 3: limited to 1/32.4th CFS per acre
Maximum Duty that can be applied to an acre:
Not to exceed 9.91 acre-feet (AF) per acre per year.
The above listed rates and duty reflect allowance of a 45% transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Those lands not served from the district main canal systems, but by direct pumping from the Deschutes River, are not allowed the 45% transmission loss.
Source: The Deschutes River, tributary to the Columbia River
Authorized Point of Diversion (POD):

Township		Range		Meridian	Sec	¼ ¼		Survey Coordinates
17	S	12	E	W.M.	29	SE	NE	POD #11 (COID NORTH CANAL): 850 FEET NORTH AND 630 FEET WEST FROM THE EAST ¼ CORNER OF SECTION 29

Authorized Places of Use:

Township		Range		Meridian	Sec	¼ ¼		Acres
14	S	13	E	WM	16	SE	SW	0.24
14	S	13	E	WM	34	NE	SE	8.00
15	S	13	E	WM	4	NE	NE	5.00
15	S	13	E	WM	5	SE	NE	4.50
15	S	13	E	WM	5	NW	SW	30.20

Township		Range		Meridian	Sec	¼ ¼		Acres
15	S	13	E	WM	5	SW	SE	3.77
15	S	13	E	WM	8	SW	SW	0.90
15	S	13	E	WM	8	SE	SW	19.62
15	S	13	E	WM	8	SW	SE	4.50
15	S	13	E	WM	9	NW	NW	2.00
15	S	13	E	WM	9	NE	SE	2.40
15	S	13	E	WM	10	SW	NW	5.40
15	S	13	E	WM	17	NW	NW	14.70
15	S	13	E	WM	18	SW	SE	4.00
15	S	13	E	WM	20	NW	NW	4.40
15	S	13	E	WM	20	NW	SE	0.18
15	S	13	E	WM	20	SE	SE	0.63
15	S	13	E	WM	21	SW	NW	0.50
15	S	13	E	WM	30	NW	SE	8.05

3. The Department has information that the season of use described in Certificate 83571 contains scrivener errors. Consistent with the Decree for the Deschutes River (Volume 12, Page 282), the irrigation season should be:

   Season of Use: April 1 through October 31, further limited as follows:
   April 1 through April 30 & October 1 through October 31 described herein as Season 1.
   May 1 through May 14 & September 15 through September 30 described herein as Season 2.
   May 15 through September 14 described herein as Season 3

4. Certificate 83571 is a deficient water right. If water were diverted simultaneously to all authorized lands and uses described in the right at the maximum rates and duty allowed (described in Finding of Fact #2), the total rate and duty for the water right would be exceeded. In the event water were diverted simultaneously to all authorized lands and uses described in the right at the maximum rates and duty allowed at the POD (described in Finding of Fact #2), the portion of the right involved in this transfer would be limited as described in the tables below. These rates and duty are also the quantities by which Certificate 83571 shall be reduced, if this transfer is approved.

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	1.484 CFS	1.978 CFS	2.616 CFS	1,176.27 AF
December 2, 1907			1.048 CFS	

5. A total of 648.55 AF of water, excluding transmission losses, may be beneficially used annually for primary irrigation under the portion of existing Certificate 83571 proposed for transfer.

6. Supplemental right, Certificate 76714, is appurtenant to the same lands from which the primary right under Certificate 83571 is proposed to be transferred to instream use. The applicant has requested that the affected portion of Certificate 76714 be cancelled upon issuance of the Final Order approving T-10544.

7. The applicants are not the owners of the lands to which the water right described in Finding of Fact #2 is appurtenant. However, water right conveyance agreements have been completed and interest in the water rights has been conveyed to COID from each landowner described in the table below. The portion of this right to be transferred was appurtenant to lands owned by the identified land landowners at the time interest in the water right was conveyed through a Quit Claim, a water right conveyance agreement.

Landowner	Water Right Interest Holder	T	R	Sec	¼ ¼	Current Tax Lot
J. Pat and Carolyn Horton, Jayne I. Heyne, and Tyler Fitzsimons	COID	15S	13E	5	NW SW	901
Arrowood Development, LLC	COID	15S	13E	30	NW SE	600
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1302
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1304
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1306
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1307
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1308
Elk Horn Development, LLC	COID	15S	13E	8	SE SW	100
Elk Horn Development, LLC	COID	15S	13E	8	SE SW	200
George A. and Jennifer Arthur	COID	15S	13E	20	NW NW	201
Pat C. Dean, Trustee, or successor in trust, under The Pat C. Dean Revocable Living Trust, dated March 15, 2005	COID	15S	13E	10	SW NW	500
Gene W. and Judy R. Hoskin, Grant and Julie Hoskin, and Shannon and Tara Townsend	COID	14S	13E	34	NE SE	2008
Havnip Investment, LLC	COID	15S	13E	8	SW SE	2200
Duane and Kristeen M. Whipple	COID	15S	13E	5	SW SE	1103
Prescott S. and Brook L. Rice	COID	15S	13E	9	NW NW	205
Hayden H. Watson	COID	15S	13E	4	NE NE	600
Lorraine Hendricks	COID	15S	13E	18	SW SE	2802
Lorraine Hendricks	COID	15S	13E	18	SW SE	2809
Alterra Investments LLC	COID	15S	13E	8	SE SW	1100
A & M Ventures, LLC	COID	15S	13E	9	NE SE	800
Michael R. and Brenda L. Chilcott	COID	15S	13E	20	NW SE	4900
Samuel E. Blackwell, Jr.	COID	15S	13E	21	SW NW	200
Samuel E. Blackwell, Jr.	COID	15S	13E	21	SW NW	300
The DRT Living Trust, UTD August 31, 2005, David L. and Rose M. Noah, Trustees	COID	14S	13E	16	SE SW	1101
Richard A. and Judith L. Scorza	COID	15S	13E	30	NW SE	701
Charles and Dana Garner	COID	15S	13E	8	SW SW	802
WASABI WASABI, LLC	COID	15S	13E	5	SE NE	302
Suzanna F. Clarke	COID	15S	13E	20	SE SE	300

8. Application T-10544 proposes to change the character of use to instream use for conservation, maintenance and enhancement of aquatic and fish life, wildlife, fish and wildlife habitat and other ecological values; pollution abatement; and recreation.

9. Application T-10544 also proposes to use 96.85 acres of irrigation use proposed for instream transfer (described in Finding of Fact #2) for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area, and to use the remaining 22.14 acres of irrigation use for instream restoration purposes.

10. Application T-10544 proposes to change the place of use of the right to create the following instream reaches:

    Reach 1 (restoration and mitigation flows): From COID North Canal POD #11 (described in Finding of Fact #2) to Lake Billy Chinook (River Mile (RM) 120).

    Reach 2 (restoration flows only): From Lake Billy Chinook (RM 120) to the mouth of the Deschutes River (RM 0).

11. The applicant proposes that water be protected instream during the period April 1 through October 26. Season 3 would end on October 26.

12. The applicant proposes the quantities of water to be transferred and protected instream be as follows:

Reach 1: POD #11 to Lake Billy Chinook (RM 120)

Certificate	Priority Date	Rate Instream	Volume Instream
83571	October 31, 1900	Season 1: 0.818 CFS Season 2: 1.091 CFS Season 3: 2.020 CFS	648.55 AF

Reach 2: Lake Billy Chinook (RM 120) to Mouth (RM 0)

Certificate	Priority Date	Rate Instream	Volume Instream
83571	October 31, 1900	Season 1: 0.10 CFS Season 2: 0.10 CFS Season 3: 0.10 CFS	39.85 AF

13. There are existing instream water rights within the same reach as that proposed for the new instream water right. There is a pending instream water right application, filed by the Oregon Department of Fish and Wildlife (ODFW) pursuant to ORS 537.341 to establish an instream water right from POD #11 to Lake Billy Chinook, which if approved will have a priority date of September 19, 1990. Below Lake Billy Chinook, there are two other instream water rights, Certificates 73188 and 73237, with priority dates of October 2, 1989 and January 16, 1996, respectively. These instream water rights were established pursuant to ORS 537.341, the state agency instream water right application process, and are located from the Pelton Regulation Dam on the Deschutes River to the mouth. The remaining

instream water rights were established under ORS 537.348, the instream transfer process, and ORS 537.470, the allocation of conserved water process.

14. The applicant proposes that any instream water right established as a result of this instream transfer to be additive to existing instream water rights for the same reach established pursuant to ORS 537.348 (instream transfer process) and ORS 537.470 (allocation of conserved water process). The applicant also proposes that any instream water right established as a result of this instream transfer replace a portion of any existing instream rights established pursuant to ORS 537.346 (minimum streamflow conversion) and ORS 537.341 (state agency instream application process), with an earlier priority date.

15. The applicant has requested to protect water instream under the October 31, 1900, priority date. Water is diverted at the point of diversion during Season 3 under both the 1900 and 1907 priority dates. The quantity of water diverted under the 1907 priority date during Season 3 makes up a balance of water allowed by the decree for transmission losses. Transmission losses account for 45% of the water diverted at the point of diversion and are not transferable to instream use. The quantities of water proposed by the applicant to be transferred instream, as described in Finding of Fact #12, do not include the 45% transmission loss. The Department finds that water may be protected instream solely under the 1900 priority date.

16. The applicant has provided notification of the proposed action to the Cities of Bend and Maupin; Deschutes, Jefferson, and Wasco Counties; and the Confederated Tribes of the Warms Springs Reservation. Additionally, the Department provided notification of the proposed action to these local governments upon receipt of Transfer Application T-10544.

17. Notice of the application for transfer was published on March 11, 2008, pursuant to ORS 540.520 and OAR 690-380-4000. No comments were filed in response to the notice.

18. On August 6, 2008, the Department mailed a copy of the draft Preliminary Determination proposing to approve Transfer Application T-10544 to the applicants. The cover letter for the draft Preliminary Determination set forth a deadline of September 4, 2008, for the applicants to respond and provide additional information necessary to complete and clarify the application. Information requested by the Department was received on August 26, 2008. Additional information requested by the Department was also received on November 19, 2008, and December 3, 2008. On November 3, 2008, the applicants concurred with the draft Preliminary Determination and requested that the Department proceed with issuance of a Preliminary Determination.

Instream Transfer Review Criteria (OAR 690-77-0075 and 690-380-4010

19. Water has been used within the last five years according to the terms and conditions of the rights or the water right has been leased instream within the last five years, and there is no information in the record that would demonstrate that the rights are subject to forfeiture under ORS 540.610.

20. A diversion structure and ditch sufficient to use the full amount of water allowed under the existing right were present within the five-year period prior to submittal of Application T-10544 for a portion of the right proposed for transfer. A delivery system does not appear to have been in place within the five-year period prior to submission of the transfer application for other portions of the water right proposed for transfer. However, those portions appear to have been leased instream within the last five years under IL-807 in 2007 or IL-765 in 2006.

21. At the full rates and duty allowed by the water right to be transferred instream, water may be protected instream for a period of 209 days, which appears to be consistent with the period requested by the applicant (April 1 through October 26).

22. The proposed instream use requires modification to take into account return flows. The quantities requested to be protected instream in Reach #2, as described in Finding of Fact #12, account for return flows. A portion of the water diverted at the POD returns to the Deschutes River within the proposed reach and is available to downstream water right holders. Return flows from the existing use are back in the river system once river flows reach the Madras Gage. To prevent injury to downstream water right holders or enlargement, the quantity of water that may be protected instream requires modification and return flows should be accounted for at the Madras Gage. The original Reach #2 proposed by the applicant accounted for return flows higher on the system than needed.

23. The applicants have also requested to protect water instream for mitigation purposes only down to Lake Billy Chinook and restoration flows down to the mouth of the Deschutes River. The reaches proposed by the applicants require further modification to take into account where water is to be protected and the location of return flows described in Finding of Fact #22.

24. Based on Findings of Fact #21 through #23, on December 3, 2008, the applicants agreed to modify the quantities to be transferred and protected instream as follows:

Reach 1 (Mitigation and Restoration flows): COID North Canal POD #11 (as described in Finding of Fact #2) to Lake Billy Chinook (RM 120)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.818 CFS	648.55 AF
		Season 2	1.091 CFS	
		Season 3	2.020 CFS	

Reach 2 (Restoration flows only): Lake Billy Chinook (RM 120) to Madras Gage

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.152 CFS	120.67 AF
		Season 2	0.203 CFS	
		Season 3	0.376 CFS	

Reach 3 (Restoration flows only): Madras Gage to Mouth (RM 0)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	April 1 – October 26	0.1 CFS	39.85 AF

25. The proposed change, as modified, would not result in enlargement of the right.

26. The proposed change, as modified, would not result in injury to other water rights.

27. The amount and timing of the proposed instream flow, as modified, are allowable within the limits and use of the original water right.

28. The protection of flows within the proposed reach is appropriate, considering:

    (a) The instream water right begins at the recorded point of diversion;

    (b) The location of confluences with other streams downstream of the point of diversion;

    (c) There are no known areas of natural loss of streamflow to the river bed downstream from the point of diversion; and

    (d) Any return flows resulting from the exercise of the existing water right would re-enter the river within the proposed reach and have been accounted for in Reach #3.

29. Within the proposed reach, the Deschutes River is a designated State Scenic Waterway. The protection of flows necessary to maintain the free flowing character of the Deschutes River for fish and wildlife habitat, and recreation is a matter of statutory policy. Within the reach proposed by the applicant, there are several existing instream water rights, which include the

use of water for fish habitat, aquatic life, recreation, aesthetics, and pollution abatement. There is also a pending instream water right application filed by ODFW for anadromous and resident fish rearing. In addition to flows for the designated Scenic Waterway and the pending instream water right application, which are at times not met during the requested period for instream protection, this segment of the Deschutes River is also on the Oregon Department of Environmental Quality's (DEQ) 303d list of water quality limited streams for temperature and pH above Lake Billy Chinook and for nutrients, sedimentation and temperature below Lake Billy Chinook at the lower end of the river.

30. By adding to other water rights leased or transferred instream at the same location, or created through the conserved water statutes, the instream right will provide protection for additional streamflows necessary for conservation, maintenance and enhancement of aquatic and fish life, fish and wildlife habitat and other ecological values; recreation; and pollution abatement.

31. By replacing a portion of instream rights created at the request of state agencies or under the minimum streamflow conversion process, the instream right will provide protection for streamflows previously identified as necessary for conservation, maintenance and enhancement of aquatic and fish life, fish and wildlife habitat and other ecological values; recreation; and pollution abatement under earlier priority dates.

32. During the period April 1 through October 26 any instream water right established by this transfer application may replace a portion of instream water rights established pursuant to ORS 537.341 or 537.346 and be in addition to instream water rights established pursuant to ORS 537.348 or 537.470 unless otherwise specified by an order approving a new instream water right under these statutes.

33. The total monthly quantities of water to be protected under the proposed instream right, in addition to the existing instream water rights, within the proposed reach will provide for a beneficial purpose and do not exceed the estimated average natural flow.

Partial Cancellation of a Water Right

34. There is an existing supplemental right, Certificate 76714, appurtenant to the portion of lands on which Certificate 83571 is proposed for transfer to instream use. The applicant has not submitted an affidavit certifying that the affected portions under Certificate 76714 have been abandoned. The applicant has requested that affected portions of the supplemental water rights under Certificate 76714 be cancelled upon issuance of the Final Order approving T-10544. The portion of Certificate 76714 to be cancelled has been quit claimed to COID.

35. Supplemental water rights (layered water rights) must be included in a transfer application or cancelled.

36. Consistent with OAR 690-380-2250, the Department provided notice (as part of the draft Preliminary Determination identified in Finding of Fact #18) to the applicant of the Department's intent to cancel the portions of the supplemental water right described below

unless within 30 days of the date of notification, the applicant modified the application to include the supplemental right or withdrew the application. No response was received to the notice.

37. That portion of the supplemental water right to be cancelled is as follows:

Certificate: 76714 in the name of Central Oregon Irrigation District
Use: Supplemental Irrigation of 118.99 acres
Priority Date: February 28, 1913
Source: Crane Prairie Reservoir, constructed under permit R-1687, tributary to the Deschutes River

Authorized PODs:

Township		Range		Meridian	Sec	¼ ¼		Survey Coordinates
21	S	8	E	W.M.	17	NE	NE	CRANE PRAIRIE RESERVOIR DAM
17	S	12	E	W.M.	29	SE	NE	POD #11 (COID NORTH CANAL): 850 FEET NORTH AND 630 FEET EAST FROM THE NORTH ¼ CORNER OF SECTION 29

Authorized Places of Use:

Township		Range		Meridian	Sec	¼ ¼		Acres
14	S	13	E	WM	16	SE	SW	0.24
14	S	13	E	WM	34	NE	SE	8.00
15	S	13	E	WM	4	NE	NE	5.00
15	S	13	E	WM	5	SE	NE	4.50
15	S	13	E	WM	5	NW	SW	30.20
15	S	13	E	WM	5	SW	SE	3.77
15	S	13	E	WM	8	SW	SW	0.90
15	S	13	E	WM	8	SE	SW	19.62
15	S	13	E	WM	8	SW	SE	4.50
15	S	13	E	WM	9	NW	NW	2.00
15	S	13	E	WM	9	NE	SE	2.40
15	S	13	E	WM	10	SW	NW	5.40
15	S	13	E	WM	17	NW	NW	14.70
15	S	13	E	WM	18	SW	SE	4.00
15	S	13	E	WM	20	NW	NW	4.40
15	S	13	E	WM	20	NW	SE	0.18
15	S	13	E	WM	20	SE	SE	0.63
15	S	13	E	WM	21	SW	NW	0.50
15	S	13	E	WM	30	NW	SE	8.05

38.

39. The Department has information that POD #11 (COID North Canal) described in Certificates 83571 and 76714 is the same diversion point. The location coordinates described in Certificate 76714 contain errors. The location coordinates should be:

Township		Range		Meridian	Sec	¼ ¼	Survey Coordinates
17	S	12	E	W.M.	29	SE NE	POD # 11 (COID NORTH CANAL): 850 FEET NORTH & 630 FEET WEST FROM THE EAST ¼ CORNER OF SECTION 29

Preliminary Award of Deschutes Basin Mitigation Credits

40. COID and the DRC (the Applicant) have requested that a portion of this instream transfer application be used to establish mitigation credits in the Deschutes Ground Water Study Area. The Applicant has requested that any mitigation credits generated from this project be assigned to COID and the DRC.

41. The Department assigned this mitigation credit project number MP-113.

42. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6) on March 11, 2008. No comments were received in response to this notice.

43. The Department consulted with representatives from ODFW, DEQ, Oregon Parks and Recreation Department (OPRD), Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2) on March 7, 2008. Comments were received from OPRD. OPRD identified that this instream transfer will enhance aesthetics and add water needed for fishery resources.

44. No modifications were made to the proposed instream use based upon comments received.

45. The proposed transfer of 96.85 acres of irrigation use to instream use for mitigation purposes will provide 174.3 acre-feet of mitigation water. Therefore, 174.3 mitigation credits (1.0 mitigation credit = 1.0 AF of mitigation water) may be awarded to this mitigation credit project and assigned to COID and the DRC. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the Middle Deschutes and/or General Zones of Impact.

46. A total of 527.88 AF is proposed to be transferred to instream use for mitigation purposes and 174.3 AF of that, as identified above, may be used for mitigation purposes. The amount of water transferred instream and not used for mitigation purposes will benefit instream flow.

47. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of a certificate(s) for the proposed instream water right shall result in completion of the project and verification that the project is complete. Mitigation credits may become valid the first calendar year that water is protected instream as a result of this transfer.

48. Mitigation credits awarded to this mitigation credit project will be valid beginning the first calendar year that water will be protected instream under any new instream water right created as a result of this instream transfer application.

Determination and Proposed Action

The changes in character of use and place of use to instream use proposed in application T-10544 appear to be consistent with the requirements of ORS 540.505 to 540.580, ORS 537.348, OAR 690-380-5000, and OAR 690-077-0075 and the abandoned portion of the right should be cancelled. If protests are not filed pursuant to OAR 690-380-4030, the application will be approved and the abandoned portion of the right will be cancelled.

This mitigation project appears to result in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

If application T-10544 is approved, the final order will include the following:

1. *The changes in character of use and place of use to instream use proposed in application T-10544 are approved. The portion of the right that has been abandoned is cancelled.*

2. *Water Right Certificate 83571 is modified. A new certificate confirming the instream water right shall be issued. The Department shall issue a new water right certificate to supersede Certificate 83571 on a determination that it is necessary to produce a certificate to confirm that portion of the right not involved in this transfer. Approval of this transfer shall reduce the amount of water lawfully available under the remaining portion of Certificate 83571 by the following:*

Priority Date	*Season 1*	*Season 2*	*Season 3*	*Duty*
October 31, 1900	*1.484 CFS*	*1.978 CFS*	*2.616 CFS*	*1,176.27 AF*
December 2, 1907			*1.048 CFS*	

3. *The portion of Certificate 76714 that has been abandoned is cancelled. Water right certificate 76714 is modified. The Department shall issue a new water right certificate on a determination that it is necessary to produce a certificate to confirm that portion of the water right not affected by the cancellation described in Finding of Fact #35. Modification of this supplemental water right shall reduce by 118.99 acres the number of acres to which stored water may be applied for supplemental irrigation under the right.*

4. *The instream water right shall provide for the protection of streamflows for conservation, maintenance and enhancement of aquatic and fish life, wildlife, fish and wildlife habitat and other ecological values; pollution abatement; and recreation in the Deschutes River as follows:*

Reach 1 (Mitigation and Restoration flows): COID North Canal POD #11 (as described in Finding of Fact #2) to Lake Billy Chinook (RM 120)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.818 CFS	648.55 AF
		Season 2	1.091 CFS	
		Season 3	2.020 CFS	

Reach 2 (Restoration flows only): Lake Billy Chinook (RM 120) to Madras Gage

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.152 CFS	120.67 AF
		Season 2	0.203 CFS	
		Season 3	0.376 CFS	

Reach 3 (Restoration flows only): Madras Gage to Mouth (RM 0)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	April 1 – October 26	0.1 CFS	39.85 AF

5. *Water rights upstream of the original point of diversion shall not be subject to regulation for flows in excess of the quantities to which this instream water right is entitled at the original point of diversion.*

6. *Within the specified stream reach, the amount of water to which this right is entitled shall not exceed the quantity of water legally available at the original point of diversion.*

7. *The instream right established by this transfer shall replace a portion of instream water rights established pursuant to ORS 537.341 or 537.346 and be in addition to instream water rights established pursuant to ORS 537.348 or 537.470 unless otherwise specified by an order approving a new instream water right under these statutes.*

8. *The right to the use of the water is restricted to beneficial use at the place of use described, and is subject to other conditions and limitations as may be germane to instream rights, that are contained in Certificate 83571 and any related decree.*

9. *The former place of use of the transferred water shall no longer receive water as part of these rights.*

10. ***Preliminary Award of Mitigation Credits:*** *Final Award of Mitigation Credits may be made upon completion of the project and verification by the Department that the project has been*

*completed as proposed. Issuance of a new instream water right certificate, as described herein, will result in completion of the project and verification by the Department that the project is complete. If completed as proposed, mitigation credits, in the amount of **174.3** credits, as described herein, may be awarded to this mitigation project and assigned to COID and the DRC. Mitigation credits awarded may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the **Middle Deschutes and General Zones of Impact**. Any mitigation credits awarded will be valid beginning the first calendar year that water will be protected instream under the new instream water right resulting from this mitigation project.*

11. *Mitigation credits are valid until used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.*

12. *The instream certificate created as a result of the approval of this transfer shall be identified as a mitigation credit project. Within each instream certificate, the number of mitigation credits, the zone of impact in which the mitigation credits were generated and may be used, and the volume of water dedicated instream solely for instream benefits shall also be specified.*

Dated at Salem, Oregon this 9th day of December, 2008.

for Phillip C. Ward, Director

This Preliminary Determination was prepared by a Reimbursement Authority contractor. If you have questions about the information in this document, you may reach Laura Wilke at 503-986-0884 or Laura.K.Wilke@wrd.state.or.us.

Protests should be addressed to the attention of Field Services Division, Water Resources Department, 725 Summer St. NE, Salem, OR 97301-1266.

Notice of Preliminary Determination for
Water Right Transfer T-10544 (Mitigation Credit Project MP-113)

T-10544 filed by Central Oregon Irrigation District and the Deschutes River Conservancy (700 NW Hill St., Bend, OR 97701), proposes changes in place of use and character of use under Certificate 83571. The right allows the use of up to 3.664 cfs (priority dates October 31, 1900 and December 2, 1907) from a diversion (COID North Canal) in Sec. 29, T17S, R12E, W.M. (Deschutes River Basin) for irrigation in Sections 16 and 34 in T14S, R13E, W.M., and Sections 4, 5, 8, 9, 10, 17, 18, 20, 21, and 30 in T15S, R13E, W.M. The applicant proposes to change the place of use and character of use to instream use in the Deschutes River (from COID North Canal to the mouth of the Deschutes River), at a maximum rate of 2.02 cfs, and to establish mitigation credits in the Deschutes Groundwater Study Area. The applicant also proposed a cancellation of a portion of supplemental rights under Certificate 76714. The Water Resources Department has concluded that the proposed transfer appears to be consistent with the requirements of ORS Chapter 540 and OAR 690-380-5000. The Department has also concluded that the proposed transfer appears to result in mitigation credits pursuant to OAR 690-521-0300 & OAR 690-521-0400.

Any person may file, jointly or severally, with the Department a protest or standing statement within 30 days after the date of final publication of notice in the Department's weekly notice or of this newspaper notice, whichever is later. A protest form and additional information on filing protests may be obtained by calling (503) 986-0881. The last date of newspaper publication is [DATE OF LAST PUBLICATION]. If no protests are filed, the Department will issue a final order consistent with the preliminary determination.

Laura Wilke

From: Laura Wilke
Sent: Wednesday, December 10, 2008 10:48 AM
To: 'Zach Tillman'; 'Leslie Clark'
Cc: Jeremy Giffin; Robert Wood
Subject: T-10544 - PD issued
Attachments: 10544-pd-letter.pdf; 10544-pd.pdf

Good Morning Leslie and Zach!

Attached are the signed PD and the cover letter. I sent you the newspaper notice language yesterday.

Give me a buzz if you have any questions.

Laura

Laura Wilke
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

Affidavit of Publication

STATE OF OREGON, COUNTY OF DESCHUTES

I, **Katelynd Perkins**, a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of

The Bulletin

a daily newspaper of general circulation, published in the aforesaid county and state as defined by ORS 193.010 and ORS 193.020, that

Acct Name: DESCHUTES RIVER CONSERVANCY
Legal Description: PUBLIC NOTICE
Notice of Preliminary
Determination for
Water Right Transfer T-10544

a printed copy of which is hereto affixed was published in each regular and entire issue of the said newspaper and not in any supplement thereof on the following dates, to wit:

01/28/2009
02/04/2009
02/11/2009

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Bend, Oregon, this 11 day of February, 2009. Katelynd Perkins
Signature



OFFICIAL SEAL
LORI LAMONT
NOTARY PUBLIC-OREGON
COMMISSION NO. 394526
MY COMMISSION EXPIRES JULY 05, 2009

RECEIVED
FEB 17 2009
WATER RESOURCES DEPT
SALEM, OREGON

No. _____

In the _____ Court of the

STATE OF OREGON
for the
COUNTY OF DESCHUTES

AFFIDAVIT OF PUBLICATION

Filed _____

_____

By _____

From the Office of

_____

Attorney for _____

PUBLIC NOTICE
Notice of Preliminary Determination for Water Right Transfer T-10544 (Mitigation Credit Project MP-113)

T-10544 filed by Central Oregon Irrigation District and the Deschutes River Conservancy (700 NW Hill St., Bend, OR 97701), proposes changes in place of use and character of use under Certificate 83571. The right allows the use of up to 3.664 cfs (priority dates October 31, 1900 and December 2, 1907) from a diversion (COID North Canal) in Sec. 29, T17S, R12E, W.M. (Deschutes River Basin) for irrigation in Sections 16 and 34 in T14S, R13E, W.M., and Sections 4, 5, 8, 9, 10, 17, 18, 20, 21, and 30 in T15S, R13E, W.M. The applicant proposes to change the place of use and character of use to instream use in the Deschutes River (from COID North Canal to the mouth of the Deschutes River), at a maximum rate of 2.02 cfs, and to establish mitigation credits in the Deschutes Groundwater Study Area. The applicant also proposed a cancellation of a portion of supplemental rights under Certificate 76714. The Water Resources Department has concluded that the proposed transfer appears to be consistent with the requirements of ORS Chapter 540 and OAR 690-380-5000. The Department has also concluded that the proposed transfer appears to result in mitigation credits pursuant to OAR 690-521-0300 & OAR 690-521-0400.

Any person may file, jointly or severally, with the Department a protest or standing statement within 30 days after the date of final publication of notice in the Department's weekly notice or of this newspaper notice, whichever is later. A protest form and additional information on filing protests may be obtained by calling (503) 986-0881. The last date of newspaper publication is February 11, 2009. If no protests are filed, the Department will issue a final order consistent with the preliminary determination.

Dist 34
Dist 11
WM Evaluations

Oregon Water R
725 Summer Stree
Salem, Oregon 97
(503) 986-0900
www.wrd.state.or.

ermaster Review Form: ater Right Transfer

Transfer Application: T-10544

Review Due Date: ~~3/11/08~~ 4/2/08

Applicant Name: DRC & COID

Proposed Changes: ☒ POU ☒ POD ☐ POA ☒ USE ☐ OTHER

Reviewer(s): Giffin

Date of Review: 3/12/08

1. Do you have information suggesting that the water rights may be subject to forfeiture? ☐ Yes ☒ No If "Yes", describe the information and indicate if you intend to file a cancellation affidavit or if you need additional time to determine if a cancellation affidavit should be filed: _____

2. Is there a history of regulation on the source that serves the right proposed for transfer that has involved the right and downstream water rights? ☐ Yes ☒ No Generally characterize the frequency of any regulation or explain why regulation has not occurred: _____

3. Check here if it appears that downstream water rights benefit from return flows resulting from the current use of the right? ☐ If you check the box, generally characterize the locations where the return flows likely occur and list the water rights that benefit most: _____

4. Are there upstream water rights that would be affected by the proposed change? ☐ Yes ☒ No If "Yes", describe how the rights would be affected and list the rights most affected: _____

5. For POD changes and instream transfers, check here if there are channel losses between the old and new PODs or within the proposed instream reach? ☐ If you check the box, describe and, if possible, estimate the losses: _____

6. Would distribution of water for the right after the proposed change result in regulation of other water rights that would not have occurred if use of the existing right was maximized? ☐ Yes ☒ No If "Yes", explain: _____

7. For POU changes, would the original place of use continue to receive water from the same source? ☐ Yes ☒ No ☐ N/A If "Yes", explain: _____

8. For POU or USE changes, would use of the existing right at "full face value," result in the diversion of more water than can be used beneficially and without waste? ☐ Yes ☒ No If "Yes", explain: _____

9. Are there other issues not identified through the above questions? ☐ Yes ☒ No If "Yes", explain: _____

10. What alternatives may be available for addressing any issues identified above: _____

RECEIVED
MAR 13 2008
WATER RESOURCES DEPT
SALEM, OREGON

11. Have headgate notices been issued for the source that serves the right? ☐ Yes ☒ No

12. What water control and measurement conditions should be included in the transfer:

Measurement Devices	☒ Present and should be maintained.	☐ Should be required prior to diverting water.	☐ May be required in the future.
Headgates	☒ Present and should be maintained.	☐ Should be required prior to diverting water.	☐ May be required in the future.

RECEIVED
MAR 13 2008
WATER RESOURCES DEPT
SALEM, OREGON

Laura Snedaker

From: Robert Wood
Sent: Tuesday, March 18, 2008 3:31 PM
To: Laura Snedaker
Cc: 'Bob Wood'
Subject: RE: WM Evaluation - Instream Transfer T-10544
Attachments: T-10544-instream.pdf

Another WM review for you.
Bob

Robert Wood
Watermaster, District 3
2705 E 2nd St
The Dalles, OR 97058
541- 506- 2650
http://www.wrd.state.or.us

From: Laura Snedaker
Sent: Friday, March 07, 2008 12:37 PM
To: Robert Wood
Subject: WM Evaluation - Instream Transfer T-10544

Hi Bob!

Here's another one I wasn't sure if was sent on over to you for a WM Evaluation. We're still working out the system when we have a transfer extending into two WM Districts. This is another instream transfer filed by Central Oregon Irrigation District and the Deschutes River Conservancy. They've requested a reach that extends down to the mouth of the Deschutes River.

Here's a link to the application materials:
http://www1.wrd.state.or.us/files/Publications/Deschutes%20Mitigation/mitigation_projects/MP-113-Credit_Project_(T-10544)/

There should be one file containing the main part of the application and another folder containing the individual land ownership information. Let me know if you need anything else.

Thanks, Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1271
(503) 986-0900
www.wrd.state.or.us

Watermaster Review Form: Water Right Transfer

Transfer Application: T-10544 Review Due Date: none given

Applicant Name: Deschutes River Conservancy and Central Oregon Irrigation District

Proposed Changes: ☐ POU ☐ POD ☐ POA ☒ USE ☐ OTHER

Reviewer(s): R. Wood Date of Review: Mar. 18, 2008

1. Do you have information suggesting that the water rights may be subject to forfeiture? ☐ Yes ☒ No If "Yes", describe the information and indicate if you intend to file a cancellation affidavit or if you need additional time to determine if a cancellation affidavit should be filed: _____

2. Is there a history of regulation on the source that serves the right proposed for transfer that has involved the right and downstream water rights? ☐ Yes ☐ No Generally characterize the frequency of any regulation or explain why regulation has not occurred: Unknown. This water right is not in my district. However, the reach created by the change to instream use will extend into my district.

3. Check here if it appears that downstream water rights benefit from return flows resulting from the current use of the right? ☐ If you check the box, generally characterize the locations where the return flows likely occur and list the water rights that benefit most: _____

4. Are there upstream water rights that would be affected by the proposed change? ☐ Yes ☐ No If "Yes", describe how the rights would be affected and list the rights most affected: Unknown. This water right is not in my district. However, the reach created by the change to instream use will extend into my district.

5. For POD changes and instream transfers, check here if there are channel losses between the old and new PODs or within the proposed instream reach? ☐ If you check the box, describe and, if possible, estimate the losses: Unknown above confluence with Deschutes River. Below the confluence with Deschutes River, there are no known losses.

6. Would distribution of water for the right after the proposed change result in regulation of other water rights that would not have occurred if use of the existing right was maximized? ☐ Yes ☒ No If "Yes", explain: _____

7. For POU changes, would the original place of use continue to receive water from the same source? ☐ Yes ☐ No ☒ N/A If "Yes", explain: I don't know. The POU is not in my district.

8. For POU or USE changes, would use of the existing right at "full face value," result in the diversion of more water than can be used beneficially and without waste? ☐ Yes ☒ No If "Yes", explain: _____

9. Are there other issues not identified through the above questions? ☒ Yes ☐ No If "Yes", explain: This is a transfer in type of use from irrigation to instream use. The proposed instream reach originates in District 11 and extends to District 3. I would recommend the following language be added to the lease: "Within the specified stream reach, the amount of water to which this right is entitled shall not exceed the quantity of water legally available at the original point of diversion. Stream channel losses and gains calculated based on available data and the use of water by senior appropriators will determine the amount of water to which this right is entitled downstream from the original point of diversion within the specified stream reach."

10. What alternatives may be available for addressing any issues identified above: _____

11. Have headgate notices been issued for the source that serves the right? ☐ Yes ☒ No

12. What water control and measurement conditions should be included in the transfer:

Measurement Devices	☐ Present and should be maintained.	☐ Should be required prior to diverting water.	☒ May be required in the future.
Headgates	☐ Present and should be maintained.	☐ Should be required prior to diverting water.	☒ May be required in the future.

Laura Wilke

From: Laura Wilke
Sent: Tuesday, December 09, 2008 1:57 PM
To: 'Leslie Clark'; 'Zach Tillman'
Subject: PD signed for T-10544
Attachments: 10544-pd-notice.doc

Hi Leslie and Zach!

Debbie signed the PD for T-10544 today. I should have electronic copies of that available shortly but in the meantime, here's the text for the newspaper notice. Please have the paper insert the last date of publication in the specified spot.

Have a great one!
Laura

Laura Wilke
Flow Restoration Program Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

Notice of Preliminary Determination for
Water Right Transfer T-10544 (Mitigation Credit Project MP-113)

T-10544 filed by Central Oregon Irrigation District and the Deschutes River Conservancy (700 NW Hill St., Bend, OR 97701), proposes changes in place of use and character of use under Certificate 83571. The right allows the use of up to 3.664 cfs (priority dates October 31, 1900 and December 2, 1907) from a diversion (COID North Canal) in Sec. 29, T17S, R12E, W.M. (Deschutes River Basin) for irrigation in Sections 16 and 34 in T14S, R13E, W.M., and Sections 4, 5, 8, 9, 10, 17, 18, 20, 21, and 30 in T15S, R13E, W.M. The applicant proposes to change the place of use and character of use to instream use in the Deschutes River (from COID North Canal to the mouth of the Deschutes River), at a maximum rate of 2.02 cfs, and to establish mitigation credits in the Deschutes Groundwater Study Area. The applicant also proposed a cancellation of a portion of supplemental rights under Certificate 76714. The Water Resources Department has concluded that the proposed transfer appears to be consistent with the requirements of ORS Chapter 540 and OAR 690-380-5000. The Department has also concluded that the proposed transfer appears to result in mitigation credits pursuant to OAR 690-521-0300 & OAR 690-521-0400.

Any person may file, jointly or severally, with the Department a protest or standing statement within 30 days after the date of final publication of notice in the Department's weekly notice or of this newspaper notice, whichever is later. A protest form and additional information on filing protests may be obtained by calling (503) 986-0881. The last date of newspaper publication is [DATE OF LAST PUBLICATION]. If no protests are filed, the Department will issue a final order consistent with the preliminary determination.

Laura Wilke

From: Zach Tillman [zach@deschutesriver.org]
Sent: Wednesday, December 03, 2008 1:27 PM
To: Laura Wilke; Leslie Clark
Subject: RE: T-10544 - concurrence with DPD

The findings in the DPD for T-10544 look good to the DRC.

Zachary Tillman, DRC
541-382-4077, x.21
zach@deschutesriver.org

From: Laura Wilke [mailto:snedaklk@wrd.state.or.us]
Sent: Wednesday, December 03, 2008 12:37 PM
To: Leslie Clark; Zach Tillman
Subject: T-10544 - concurrence with DPD

Afternoon to you both!

I'm putting together the PD materials for T-10544 and noticed that it doesn't look like we received concurrence from you guys on the findings described in the DPD, specifically findings 20 through 23. Please confirm whether you concur with the DPD and we can move on forward.

Thanks much!
Laura

Laura Wilke
Flow Restoration Program Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

Laura Wilke

From: Leslie Clark [transfers@coid.org]
Sent: Wednesday, December 03, 2008 1:47 PM
To: 'Zach Tillman'; Laura Wilke
Subject: RE: T-10544 - concurrence with DPD

Ditto!

Leslie Clark
Water Transfer Specialist
Central Oregon Irrigation District
1055 SW Lake Court
Redmond, OR 97756
541 504-7576

From: Zach Tillman [mailto:zach@deschutesriver.org]
Sent: Wednesday, December 03, 2008 1:27 PM
To: Laura Wilke; Leslie Clark
Subject: RE: T-10544 - concurrence with DPD

The findings in the DPD for T-10544 look good to the DRC.

Zachary Tillman, DRC
541-382-4077, x.21
zach@deschutesriver.org

From: Laura Wilke [mailto:snedaklk@wrd.state.or.us]
Sent: Wednesday, December 03, 2008 12:37 PM
To: Leslie Clark; Zach Tillman
Subject: T-10544 - concurrence with DPD

Afternoon to you both!

I'm putting together the PD materials for T-10544 and noticed that it doesn't look like we received concurrence from you guys on the findings described in the DPD, specifically findings 20 through 23. Please confirm whether you concur with the DPD and we can move on forward.

Thanks much!
Laura

Laura Wilke
Flow Restoration Program Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

NOD32 3662 (20081203) Information

This message was checked by NOD32 antivirus system.
http://www.eset.com

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

August 6, 2008

Deschutes River Conservancy
Attn: Zachary Tillman
700 NW Hill Street
Bend, OR 97701

Central Oregon Irrigation District
Attn: Steve Johnson
1055 SW Lake Court
Redmond, OR 97756

SUBJECT: Instream Transfer Application T-10544 and Mitigation Credit Project MP-113

Enclosed find a draft of our Preliminary Determination regarding instream transfer application T-10544 and mitigation credit project MP-113. The document reflects the Department's conclusion that, based on the information currently available, the transfer will be approved. This draft is intended to provide you with an opportunity to comment on our findings and conclusions should you wish to do so. Please review the draft carefully to evaluate whether the document is consistent with your intent in seeking the transfer, and whether you agree with the proposed action.

In addition, the following information or application materials are needed to complete the review of the transfer application:

- For the portion of the water right proposed for transfer that has been been conveyed from the original landowners, the effective date for the report of title and lien information (ROLI) must be within 3 months of the recorded date of the quitclaim deed. The information provided with the transfer application for several of the properties does not meet this requirement. Specifically, this applies to the water rights quitclaimed by Arrowood Development, LLC (T15S, R13E, Section 17, NW NW, Tax Lots 1302, 1304, 1306, 1307, and 1308, and T15S, R13E, Section 30, NW SE, Tax Lot 600); Michael and Brenda Chilcott (T15S, R13E, Section 20, NW SE, Tax Lot 4900); and Suzanna Clarke T15S, R13E, Section 20, SE SE, Tax Lot 300). **Please provide new ROLI reports for these properties which provide ownership and lien information at the time the water right was originally quit claimed.**

- The ownership records provided in the transfer application for Duane and Kristeen M. Whipple did not include a ROLI. **Please provide a ROLI report for this property which provides ownership and lien information at the time the water right was originally quit claimed.**

- The title and lien reports for several of the properties involved in the transfer identified trust deeds attached to the lands. Some of the trust deeds reviewed included specific language that conveys interest in any water rights appurtenant to the properties to the trustee. This applies to the water rights quitclaimed by Gene Hoskin, et al. (T14S, R13E, Section 34, NE SE, Tax Lot 2008) (AmeriTitle, trustee) and WASABI WASABI, LLC (T15S, R13E, Section 5, SE NE, Tax Lot 302) (Western Title and Escrow, trustee). A review of records available on line from Deschutes County indicates that these trust deeds have not yet been fully satisfied at the time the water right was conveyed from the landowners. Therefore, authorization for the transfer will be needed from the trustees in order to demonstrate that the property owners had the authority to convey the water rights to COID when the quit claim deeds were executed. **Please provide letters from the trustees that give their authorization for the water right transfer.**

- Exhibit A of the transfer application, along with the quitclaim deed and ownership records for Prescott and Brook Rice (T15S, R13E, Section 10, NW NW, Tax Lot 205), indicate that the water rights proposed for instream transfer from this location cover only Tax Lot 205. However, the application map for this property appears to also cover Tax Lot 201. **Please provide clarification and, if necessary, a revised application map showing the correct location of the "From" lands.**

- The legal description that accompanies the quitclaim deed for Michael and Brenda Chilcott (T15S, R13E, Section 20, NW SE, Tax Lot 4900) is not consistent with the legal descriptions provided with the title and lien report and other ownership documents. It appears that the correct legal description should include the following language: "Excepting the Westerly 140.00 feet thereof." **Please provide clarification and, if necessary, a revised quit claim deed with the correct legal description for the property.**

- The legal description that accompanies both the quitclaim deed and title and lien report for the DRT Living Trust, David and Rose Noah, Trustees (T14S, R13E, Section 16, SE SW, Tax Lot 1101) is not consistent with the legal descriptions provided with the other ownership documents provided with the application or with a survey map for the Hillman subdivision obtained from Deschutes County. It appears that the property is located in Block 55 of Hillman, not Block 2 as indicated on the quit claim deed and title and lien report. **Please provide clarification and, if necessary, a revised quit claim deed and title and lien report with the correct legal description for the property.**

- The legal description that accompanies both the quitclaim deed and ROLI report for WASABI WASABI, LLC (T15S, R13E, Section 5, SE NE, Tax Lot 302) is not consistent with the legal description provided with the warranty deed which conveyed the land from Charles and Janis Volz to WASABI WASABI, LLC. **Please provide clarification and, if necessary, a revised quit claim deed and ROLI report with the correct legal description for the property.**

- In some cases, the total acres of water rights shown on the application maps (i.e., acres of remaining rights plus rights proposed for transfer) do not agree with the acres listed in Certificate 83571 for the same quarter quarter sections. We have reviewed actions (i.e., transfers, cancellations, etc.) that have affected Certificate 83571 since it was issued and have accounted for some of these discrepancies. However, discrepancies remain for the following quarter quarter sections: T15S, R13E, Section 8, SW SW (22.90 acres on map versus 26.47 acres listed in the certificate); T15S, R13E, Section 8, SE SW (23.80 acres on map versus 25.43 acres listed in the certificate and 0.7 acres cancelled under Special Order 73-894); T15S, R13E, Section 9, NW NW (15.22 acres on map versus 10.45 acres listed in the certificate and 2.33 acres transferred under T-10259); and T15S, R13E, Section 17, NW NW (14.7 acres on map versus 32.70 acres listed in the certificate). **Please provide clarification and, if necessary, revised application maps to resolve these discrepancies.**

- The application does not specify which one of the co-applicants is to receive the assigned mitigation credits. **Please provide a statement indicating to which party, the DRC or COID or both, the mitigation credits are to be assigned.**

Because of the change in character of use, the applicant is responsible for publishing notice of the transfer in a local newspaper having a general circulation in the area of the water right. The notice must be published at least once a week for three consecutive weeks. We will provide a copy of the required notice to you upon issuance of the Preliminary Determination.

Based upon the Department's evaluation of the application, a few modifications have been made that require approval from the applicant before the transfer may proceed favorably. Specifically, please

review Findings of Fact #20 through #23. Modifications were made from the original proposal to prevent injury and enlargement. Your explicit approval of this modification and concurrence with the draft Preliminary Determination is necessary before the transfer can be approved.

Issuance of the Preliminary Determination will occur shortly after we receive both your written response and the report of ownership and lien information. If we do not receive your response and the report by **September 4, 2008**, a Preliminary Determination may be issued denying the application as incomplete.

Please do not hesitate to contact me at 503-986-0884 or Laura.K.Snedaker@wrd.state.or.us if you have questions or if I may be of assistance.

Sincerely,

Laura K. Snedaker
Field Services Division

cc: Jeremy Giffin, District 11 Watermaster
Robert Wood, District 3 Watermaster

enc

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of Instream Transfer Application T-10544 and Mitigation Credit Project MP-113, Deschutes County	)	D R A F T PRELIMINARY DETERMINATION PROPOSING APPROVAL OF A CHANGE IN PLACE OF USE AND CHARACTER OF USE, PARTIAL CANCELLATION OF A SUPPLEMENTAL WATER RIGHT, AND PRELIMINARY AWARD OF MITIGATION CREDITS

Authority

ORS 540.505 to 540.580 establishes the process in which a water right holder may submit a request to transfer the point of diversion, place of use, or character of use authorized under an existing water right. OAR Chapter 690, Division 380 implements the statutes and provides the Department's procedures and criteria for evaluating transfer applications. OAR Chapter 690, Division 077 provides additional criteria for evaluating transfers to instream water rights.

ORS 540.510 establishes the process in which the Department may cancel a supplemental water right not included as part of the transfer application.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Pursuant to OAR 690-521-0400 (2), any mitigation credits awarded to a mitigation project are valid until used to fulfill a mitigation obligation of a ground water use in the Deschutes Ground Water Study Area. Valid mitigation credits may be assigned by any person or recognized mitigation bank to any person or other mitigation bank. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

Applicants

CENTRAL OREGON IRRIGATION DISTRICT
1055 SW LAKE COURT
REDMOND, OR 97756

DESCHUTES RIVER CONSERVANCY
700 NW HILL STREET
BEND, OR 97701

Findings of Fact

Background

1. On February 22, 2008, the Central Oregon Irrigation District (COID) and Deschutes River Conservancy (DRC) filed an application to change the place of use and character of use under Certificate 83571 to instream use. The Department assigned the application number T-10544.

2. That portion of the right to be transferred is as follows:

Certificate: 83571 in the name of Central Oregon Irrigation District
Use: Irrigation of 118.99 acres
Priority Date: October 31, 1900 and December 2, 1907
Season of Use: April 1 through October 31, further limited as follows:
April 1 through April 30 & October 1 through October 31 described herein as Season 1
May 1 through May 14 & September 16 through September 30 described herein as Season 2
May 15 through September 15 described herein as Season 3
Maximum Quantity (Rate) that can be applied to an acre:
Season 1: limited to 1/80th cubic foot per second (CFS) per acre
Season 2: limited to 1/60th CFS per acre
Season 3: limited to 1/32.4th CFS per acre
Maximum Duty that can be applied to an acre:
Not to exceed 9.91 acre-feet (AF) per acre per year.
The above listed rates and duty reflect allowance of a 45% transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Those lands not served from the district main canal systems, but by direct pumping from the Deschutes River, are not allowed the 45% transmission loss.
Source: The Deschutes River, tributary to the Columbia River
Authorized Point of Diversion (POD):

Township		Range		Meridian	Sec	¼ ¼		Survey Coordinates
17	S	12	E	W.M.	29	SE	NE	POD #11 (COID NORTH CANAL): 850 FEET NORTH AND 630 FEET WEST FROM THE EAST ¼ CORNER OF SECTION 29

Authorized Places of Use:

Township		Range		Meridian	Sec	¼ ¼		Acres
14	S	13	E	WM	16	SE	SW	0.24
14	S	13	E	WM	34	NE	SE	8.00
15	S	13	E	WM	4	NE	NE	5.00
15	S	13	E	WM	5	SE	NE	4.50
15	S	13	E	WM	5	NW	SW	30.20

Township		Range		Meridian	Sec	¼	¼	Acres
15	S	13	E	WM	5	SW	SE	3.77
15	S	13	E	WM	8	SW	SW	0.90
15	S	13	E	WM	8	SE	SW	19.62
15	S	13	E	WM	8	SW	SE	4.50
15	S	13	E	WM	9	NW	NW	2.00
15	S	13	E	WM	9	NE	SE	2.40
15	S	13	E	WM	10	SW	NW	5.40
15	S	13	E	WM	17	NW	NW	14.70
15	S	13	E	WM	18	SW	SE	4.00
15	S	13	E	WM	20	NW	NW	4.40
15	S	13	E	WM	20	NW	SE	0.18
15	S	13	E	WM	20	SE	SE	0.63
15	S	13	E	WM	21	SW	NW	0.50
15	S	13	E	WM	30	NW	SE	8.05

3. Certificate 83571 is a deficient water right. If water were diverted simultaneously to all authorized lands and uses described in the right at the maximum rates and duty allowed (described in Finding of Fact #2), the total rate and duty for the water right would be exceeded. In the event water were diverted simultaneously to all authorized lands and uses described in the right at the maximum rates and duty allowed at the POD (described in Finding of Fact #2), the portion of the right involved in this transfer would be limited as described in the tables below. These rates and duty are also the quantities by which Certificate 83571 shall be reduced, if this transfer is approved.

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	1.484 CFS	1.978 CFS	2.616 CFS	1,176.27 AF
December 2, 1907			1.048 CFS	

4. A total of 648.55 AF of water, excluding transmission losses, may be beneficially used annually for primary irrigation under the portion of existing Certificate 83571 proposed for transfer.

5. Supplemental right, Certificate 76714, is appurtenant to the same lands from which the primary right under Certificate 83571 is proposed to be transferred to instream use. The applicant has requested that the affected portion of Certificate 76714 be cancelled upon issuance of the Final Order approving T-10544.

6. The applicants are not the owners of the lands to which the water right described in Finding of Fact #2 is appurtenant. However, water right conveyance agreements have been completed and interest in the water rights has been conveyed to COID from each landowner described in the table below. The portion of this right to be transferred was appurtenant to lands owned by the identified land landowners at the time interest in the water right was conveyed through a Quit Claim, a water right conveyance agreement.

Landowner	Water Right Interest Holder	T	R	Sec	¼ ¼	Current Tax Lot
J. Pat and Carolyn Horton, Jayne I. Heyne, and Tyler Fitzsimons	COID	15S	13E	5	NW SW	901
Arrowood Development, LLC	COID	15S	13E	30	NW SE	600
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1302
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1304
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1306
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1307
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1308
Elk Horn Development, LLC	COID	15S	13E	8	SE SW	100
Elk Horn Development, LLC	COID	15S	13E	8	SE SW	200
George A. and Jennifer Arthur	COID	15S	13E	20	NW NW	201
Pat C. Dean, Trustee, or successor in trust, under The Pat C. Dean Revocable Living Trust, dated March 15, 2005	COID	15S	13E	10	SW NW	500
Gene W. and Judy R. Hoskin, Grant and Julie Hoskin, and Shannon and Tara Townsend	COID	14S	13E	34	NE SE	2008
Havnip Investment, LLC	COID	15S	13E	8	SW SE	2200
Duane and Kristeen M. Whipple	COID	15S	13E	5	SW SE	1103
Prescott S. and Brook L. Rice	COID	15S	13E	9	NW NW	205
Hayden H. Watson	COID	15S	13E	4	NE NE	600
Lorraine Hendricks	COID	15S	13E	18	SW SE	2802
Lorraine Hendricks	COID	15S	13E	18	SW SE	2809
Alterra Investments LLC	COID	15S	13E	8	SE SW	1100
A & M Ventures, LLC	COID	15S	13E	9	NE SE	800
Michael R. and Brenda L. Chilcott	COID	15S	13E	20	NW SE	4900
Samuel E. Blackwell, Jr.	COID	15S	13E	21	SW NW	200
Samuel E. Blackwell, Jr.	COID	15S	13E	21	SW NW	300
The DRT Living Trust, UTD August 31, 2005, David L. and Rose M. Noah, Trustees	COID	14S	13E	16	SE SW	1101
Richard A. and Judith L. Scorza	COID	15S	13E	30	NW SE	701
Charles and Dana Garner	COID	15S	13E	8	SW SW	802
WASABI WASABI, LLC	COID	15S	13E	5	SE NE	302
Suzanna F. Clarke	COID	15S	13E	20	SE SE	300

7. Application T-10544 proposes to change the character of use to instream use for conservation, maintenance and enhancement of aquatic and fish life, wildlife, fish and wildlife habitat and other ecological values; pollution abatement; and recreation.

8. Application T-10544 also proposes to use 96.85 acres of irrigation use proposed for instream transfer (described in Finding of Fact #2) for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area, and to use the remaining 22.14 acres of irrigation use for restoration purposes.

9. Application T-10544 proposes to change the place of use of the right to create the following instream reaches:

   Reach 1 (restoration and mitigation flows): From COID North Canal POD #11 (described in Finding of Fact #2) to Lake Billy Chinook (River Mile (RM) 120).

   Reach 2 (restoration flows only): From Lake Billy Chinook (RM 120) to the mouth of the Deschutes River (RM 0).

10. The applicant proposes that water be protected instream during the period April 1 through October 26. Season 3 would end on October 26.

11. The applicant proposes the quantities of water to be transferred and protected instream be as follows:

Reach 1: POD #11 to Lake Billy Chinook (RM 120)

Certificate	Priority Date	Rate Instream	Volume Instream
83571	October 31, 1900	Season 1: 0.818 CFS Season 2: 1.091 CFS Season 3: 2.020 CFS	648.55 AF

Reach 2: Lake Billy Chinook (RM 120) to Mouth (RM 0)

Certificate	Priority Date	Rate Instream	Volume Instream
83571	October 31, 1900	Season 1: 0.10 CFS Season 2: 0.10 CFS Season 3: 0.10 CFS	39.85 AF

12. There are existing instream water rights within the same reach as that proposed for the new instream water right. There is a pending instream water right application, filed by the Oregon Department of Fish and Wildlife (ODFW) pursuant to ORS 537.341 to establish an instream water right from POD #11 to Lake Billy Chinook, which if approved will have a priority date of September 19, 1990. Below Lake Billy Chinook, there are two other instream water rights, Certificates 73188 and 73237, with priority dates of October 2, 1989 and January 16, 1996, respectively. These instream water rights were established pursuant to ORS 537.341, the state agency instream water right application process, and are located from the Pelton Regulation Dam on the Deschutes River to the mouth. The remaining instream water rights were established under ORS 537.348, the instream transfer process, and ORS 537.470, the allocation of conserved water process.

13. The applicant proposes that any instream water right established as a result of this instream transfer to be additive to existing instream water rights for the same reach established pursuant to ORS 537.348 (instream transfer process) and ORS 537.470 (allocation of conserved water process). The applicant also proposes that any instream water right

established as a result of this instream transfer replace a portion of any existing instream rights established pursuant to ORS 537.346 (minimum streamflow conversion) and ORS 537.341 (state agency instream application process), with an earlier priority date.

14. The applicant has requested to protect water instream under the October 31, 1900, priority date. Water is diverted at the point of diversion during Season 3 under both the 1900 and 1907 priority dates. The quantity of water diverted under the 1907 priority date during Season 3 makes up a balance of water allowed by the decree for transmission losses. Transmission losses account for 45% of the water diverted at the point of diversion and are not transferable to instream use. The quantities of water proposed by the applicant to be transferred instream, as described in Finding of Fact #11, do not include the 45% transmission loss. The Department finds that water may be protected instream solely under the 1900 priority date.

15. The applicant has provided notification of the proposed action to the Cities of Bend and Maupin; Deschutes, Jefferson, and Wasco Counties; and the Confederated Tribes of the Warms Springs Reservation. Additionally, the Department provided notification of the proposed action to these local governments upon receipt of Transfer Application T-10544.

16. Notice of the application for transfer was published on March 11, 2008, pursuant to ORS 540.520 and OAR 690-380-4000. No comments were filed in response to the notice.

17. On August 6, 2008, the Department mailed a copy of the draft Preliminary Determination proposing to approve Transfer Application T-10544 to the applicants. The cover letter for the draft Preliminary Determination set forth a deadline of September 4, 2008, for the applicants to respond and provide additional information necessary to complete and clarify the application. The additional information requested by the Department was received on _____, 2008. On _____, 2008, the applicants concurred with the draft Preliminary Determination and requested that the Department proceed with issuance of a Preliminary Determination.

Instream Transfer Review Criteria (OAR 690-77-0075 and 690-380-4010

18. Water has been used within the last five years according to the terms and conditions of the rights, and there is no information in the record that would demonstrate that the rights are subject to forfeiture under ORS 540.610.

19. A diversion structure and ditch sufficient to use the full amount of water allowed under the existing right were present within the five-year period prior to submittal of Application T-10544.

20. The period during which water is requested to be protected instream requires modification to prevent injury and enlargement. At the full rates and duty allowed by the water right to be transferred instream, water may be protected instream for a period of 209 days, which appears to be consistent with the period requested by the applicant (April 1 through October 26).

21. The proposed instream use requires modification to take into account return flows. The quantities requested to be protected instream in Reach #2, as described in Finding of Fact #11, account for return flows. A portion of the water diverted at the POD returns to the Deschutes River within the proposed reach and is available to downstream water right holders. Return flows from the existing use are back in the river system once river flows reach the Madras Gage. To prevent injury to downstream water right holders or enlargement, the quantity of water that may be protected instream requires modification and return flows should be accounted for at the Madras Gage. The original Reach #2 proposed by the applicant accounted for return flows higher on the system than needed.

22. The applicants have also requested to protect water instream for mitigation purposes only down to Lake Billy Chinook and restoration flows down to the mouth of the Deschutes River. The reaches proposed by the applicants require further modification to take into account where water is to be protected and the location of return flows described in Finding of Fact #21.

23. Based on Findings of Fact #21 and #22, on _____, 2008, the applicants agreed to modify the quantities to be transferred and protected instream as follows:

Reach 1 (Mitigation and Restoration flows): COID North Canal POD #11 (as described in Finding of Fact #2) to Lake Billy Chinook (RM 120)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.818 CFS	648.55 AF
		Season 2	1.091 CFS	
		Season 3	2.020 CFS	

Reach 2 (Restoration flows only): Lake Billy Chinook (RM 120) to Madras Gage

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.152 CFS	120.67 AF
		Season 2	0.203 CFS	
		Season 3	0.376 CFS	

Reach 3 (Restoration flows only): Madras Gage to Mouth (RM 0)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	April 1 – October 26	0.1 CFS	39.85 AF

24. The proposed change, as modified, would not result in enlargement of the right.

25. The proposed change, as modified, would not result in injury to other water rights.

26. The amount and timing of the proposed instream flow, as modified, are allowable within the limits and use of the original water right.

27. The protection of flows within the proposed reach is appropriate, considering:

(a) The instream water right begins at the recorded point of diversion;

(b) The location of confluences with other streams downstream of the point of diversion;

(c) There are no known areas of natural loss of streamflow to the river bed downstream from the point of diversion; and

(d) Any return flows resulting from the exercise of the existing water right would re-enter the river within the proposed reach and have been accounted for in Reach #3.

28. Within the proposed reach, the Deschutes River is a designated State Scenic Waterway. The protection of flows necessary to maintain the free flowing character of the Deschutes River for fish and wildlife habitat, and recreation is a matter of statutory policy. Within the reach proposed by the applicant, there are several existing instream water rights, which include the use of water for fish habitat, aquatic life, recreation, aesthetics, and pollution abatement. There is also a pending instream water right application filed by ODFW for anadromous and resident fish rearing. In addition to flows for the designated Scenic Waterway and the pending instream water right application, which are at times not met during the requested period for instream protection, this segment of the Deschutes River is also on the Oregon Department of Environmental Quality's (DEQ) 303d list of water quality limited streams for temperature and pH above Lake Billy Chinook and for nutrients, sedimentation and temperature below Lake Billy Chinook at the lower end of the river.

29. By adding to other water rights leased or transferred instream at the same location, or created through the conserved water statutes, the instream right will provide protection for additional streamflows necessary for conservation, maintenance and enhancement of aquatic and fish life, fish and wildlife habitat and other ecological values; recreation; and pollution abatement.

30. By replacing a portion of instream rights created at the request of state agencies or under the minimum streamflow conversion process, the instream right will provide protection for streamflows previously identified as necessary for conservation, maintenance and enhancement of aquatic and fish life, fish and wildlife habitat and other ecological values; recreation; and pollution abatement under earlier priority dates.

31. During the period April 1 through October 26 any instream water right established by this transfer application may replace a portion of instream water rights established pursuant to ORS 537.341 or 537.346 and be in addition to instream water rights established pursuant to ORS 537.348 or 537.470 unless otherwise specified by an order approving a new instream water right under these statutes.

32. The total monthly quantities of water to be protected under the proposed instream right, in addition to the existing instream water rights, within the proposed reach will provide for a beneficial purpose and do not exceed the estimated average natural flow.

Partial Cancellation of a Water Right

33. There is an existing supplemental right, Certificate 76714, appurtenant to the portion of lands on which Certificate 83571 is proposed for transfer to instream use. The applicant has not submitted an affidavit certifying that the affected portions under Certificate 76714 have been abandoned. The applicant has requested that affected portions of the supplemental water rights under Certificate 76714 be cancelled upon issuance of the Final Order approving T-10544. The portion of Certificate 76714 to be cancelled has been quit claimed to COID.

34. Consistent with OAR 690-380-2250, the Department is providing notice to the applicant of the Department's intent to cancel the portions of the supplemental water right described below unless within 30 days of the date of notification, the applicant modifies the application to include the supplemental right or requests that the application be withdrawn.

35. That portion of the supplemental water right to be cancelled is as follows:
Certificate: 76714 in the name of Central Oregon Irrigation District
Use: Supplemental Irrigation of 118.99 acres
Priority Date: February 28, 1913
Source: Crane Prairie Reservoir, constructed under permit R-1687, tributary to the Deschutes River

Authorized PODs:

Township		Range		Meridian	Sec	¼ ¼		Survey Coordinates
21	S	8	E	W.M.	17	NE	NE	CRANE PRAIRIE RESERVOIR DAM
17	S	12	E	W.M.	29	SE	NE	POD #11 (COID NORTH CANAL): 850 FEET NORTH AND 630 FEET EAST FROM THE NORTH ¼ CORNER OF SECTION 29

Authorized Places of Use:

Township		Range		Meridian	Sec	¼ ¼		Acres	Tax Lot
14	S	13	E	WM	16	SE	SW	0.24	1101
14	S	13	E	WM	34	NE	SE	8.00	2008
15	S	13	E	WM	4	NE	NE	5.00	600
15	S	13	E	WM	5	SE	NE	4.50	302
15	S	13	E	WM	5	NW	SW	30.20	901
15	S	13	E	WM	5	SW	SE	3.77	1103
15	S	13	E	WM	8	SW	SW	0.90	802
15	S	13	E	WM	8	SE	SW	19.62	1100 – 3.0 ac 100 – 7.12 ac 200 – 9.5 ac
15	S	13	E	WM	8	SW	SE	4.50	2200
15	S	13	E	WM	9	NW	NW	2.00	205
15	S	13	E	WM	9	NE	SE	2.40	800

Township		Range		Meridian	Sec	¼ ¼		Acres	Tax Lot
15	S	13	E	WM	10	SW	NW	5.40	500
15	S	13	E	WM	17	NW	NW	14.70	1302 – 6.7 ac 1304 – 2.0 ac 1306 – 1.0 ac 1307 – 4.0 ac 1308 – 1.0 ac
15	S	13	E	WM	18	SW	SE	4.00	2802 – 3.74 ac 2809 – 0.26 ac
15	S	13	E	WM	20	NW	NW	4.40	201
15	S	13	E	WM	20	NW	SE	0.18	4900
15	S	13	E	WM	20	SE	SE	0.63	300
15	S	13	E	WM	21	SW	NW	0.50	200 – 0.25 ac 300 – 0.25 ac
15	S	13	E	WM	30	NW	SE	8.05	600 – 7.55 ac 701 – 0.5 ac

36. The Department has information that POD #11 (COID North Canal) described in Certificates 83571 and 76714 is the same diversion point. The location coordinates described in Certificate 76714 contain errors. The location coordinates should be:

Township		Range		Meridian	Sec	¼ ¼	Survey Coordinates
17	S	12	E	W.M.	29	SE NE	POD # 11 (COID NORTH CANAL): 850 FEET NORTH & 630 FEET WEST FROM THE EAST ¼ CORNER OF SECTION 29

Preliminary Award of Deschutes Basin Mitigation Credits

37. COID and the DRC (the Applicant) have requested that a portion of this instream transfer application be used to establish mitigation credits in the Deschutes Ground Water Study Area. The Applicant has requested that any mitigation credits generated from this project be assigned to COID and the DRC.

38. The Department assigned this mitigation credit project number MP-113.

39. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6) on March 11, 2008. No comments were received in response to this notice.

40. The Department consulted with representatives from ODFW, DEQ, Oregon Parks and Recreation Department (OPRD), Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2) on March 7, 2008. Comments were received from OPRD. OPRD identified that this instream transfer will enhance aesthetics and add water needed for fishery resources.

41. No modifications were made to the proposed instream use based upon comments received.

42. The proposed transfer of 96.85 acres of irrigation use to instream use for mitigation purposes will provide 174.3 acre-feet of mitigation water. Therefore, 174.3 mitigation credits (1.0 mitigation credit = 1.0 AF of mitigation water) may be awarded to this mitigation credit project and assigned to COID and the DRC. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the Middle Deschutes and/or General Zones of Impact.

43. A total of 527.88 AF is proposed to be transferred to instream use for mitigation purposes and 174.3 AF of that, as identified above, may be used for mitigation purposes. The amount of water transferred instream and not used for mitigation purposes will benefit instream flow.

44. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of a certificate(s) for the proposed instream water right shall result in completion of the project and verification that the project is complete. Mitigation credits may become valid the first calendar year that water is protected instream as a result of this transfer.

45. Mitigation credits awarded to this mitigation credit project will be valid beginning the first calendar year that water will be protected instream under any new instream water right created as a result of this instream transfer application.

Determination and Proposed Action

The changes in character of use and place of use to instream use proposed in application T-10544 appear to be consistent with the requirements of ORS 540.505 to 540.580, ORS 537.348, OAR 690-380-5000, and OAR 690-077-0075 and the abandoned portion of the right should be cancelled. If protests are not filed pursuant to OAR 690-380-4030, the application will be approved and the abandoned portion of the right will be cancelled.

This mitigation project appears to result in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

If application T-10544 is approved, the final order will include the following:

1. *The changes in character of use and place of use to instream use proposed in application T-10544 are approved. The portion of the right that has been abandoned is cancelled.*

2. *Water Right Certificate 83571 is modified. A new certificate confirming the instream water right shall be issued. The Department shall issue a new water right certificate to supersede Certificate 83571 on a determination that it is necessary to produce a certificate to confirm that portion of the right not involved in this transfer. Approval of this transfer shall reduce*

the amount of water lawfully available under the remaining portion of Certificate 83571 by the following:

Priority Date	*Season 1*	*Season 2*	*Season 3*	*Duty*
October 31, 1900	*1.484 CFS*	*1.978 CFS*	*2.616 CFS*	*1,176.27 AF*
December 2, 1907			*1.048 CFS*	

3. *The portion of Certificate 76714 that has been abandoned is cancelled. Water right certificate 76714 is modified. The Department shall issue a new water right certificate on a determination that it is necessary to produce a certificate to confirm that portion of the water right not affected by the cancellation described in Finding of Fact #35. Modification of this supplemental water right shall reduce by 118.99 acres the number of acres to which stored water may be applied for supplemental irrigation under the right.*

4. *The instream water right shall provide for the protection of streamflows for conservation, maintenance and enhancement of aquatic and fish life, wildlife, fish and wildlife habitat and other ecological values; pollution abatement; and recreation in the Deschutes River as follows:*

Reach 1 (Mitigation and Restoration flows): COID North Canal POD #11 (as described in Finding of Fact #2) to Lake Billy Chinook (RM 120)

Certificate	*Priority Date*	*Instream Period*	*Instream Rate*	*Instream volume*
83571	*October 31, 1900*	*Season 1 (modified to end October 26)*	*0.818 CFS*	*648.55 AF*
		Season 2	*1.091 CFS*	
		Season 3	*2.020 CFS*	

Reach 2 (Restoration flows only): Lake Billy Chinook (RM 120) to Madras Gage

Certificate	*Priority Date*	*Instream Period*	*Instream Rate*	*Instream volume*
83571	*October 31, 1900*	*Season 1 (modified to end October 26)*	*0.152 CFS*	*120.67 AF*
		Season 2	*0.203 CFS*	
		Season 3	*0.376 CFS*	

Reach 3 (Restoration flows only): Madras Gage to Mouth (RM 0)

Certificate	*Priority Date*	*Instream Period*	*Instream Rate*	*Instream volume*
83571	*October 31, 1900*	*April 1 – October 26*	*0.1 CFS*	*39.85 AF*

5. *Water rights upstream of the original point of diversion shall not be subject to regulation for flows in excess of the quantities to which this instream water right is entitled at the original point of diversion.*

6. *Within the specified stream reach, the amount of water to which this right is entitled shall not exceed the quantity of water legally available at the original point of diversion.*

7. *The instream right established by this transfer shall replace a portion of instream water rights established pursuant to ORS 537.341 or 537.346 and be in addition to instream water rights established pursuant to ORS 537.348 or 537.470 unless otherwise specified by an order approving a new instream water right under these statutes.*

8. *The right to the use of the water is restricted to beneficial use at the place of use described, and is subject to other conditions and limitations as may be germane to instream rights, that are contained in Certificate 83571 and any related decree.*

9. *The former place of use of the transferred water shall no longer receive water as part of these rights.*

10. ***Preliminary Award of Mitigation Credits:*** *Final Award of Mitigation Credits may be made upon completion of the project and verification by the Department that the project has been completed as proposed. Issuance of a new instream water right certificate, as described herein, will result in completion of the project and verification by the Department that the project is complete. If completed as proposed, mitigation credits, in the amount of* ***174.3*** *credits, as described herein, may be awarded to this mitigation project and assigned to COID and the DRC. Mitigation credits awarded may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the* ***Middle Deschutes and General Zones of Impact****. The awarded mitigation credits are valid beginning the first calendar year that water will be protected instream under the new instream water right.*

11. *Mitigation credits are valid until used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.*

12. *The instream certificate created as a result of the approval of this transfer shall be identified as a mitigation credit project. Within each instream certificate, the number of mitigation credits, the zone of impact in which the mitigation credits were generated and may be used, and the volume of water dedicated instream solely for instream benefits shall also be specified.*

Dated at Salem, Oregon this _____ day of _____, 2008.

D R A F T

_____

Phillip C. Ward, Director

This Draft Preliminary Determination was prepared by a Reimbursement Authority contractor. If you have questions about the information in this document, you may reach Laura Snedaker at 503-986-0884 or Laura.K.Snedaker@wrd.state.or.us.

Laura Wilke

From: Laura Wilke
Sent: Wednesday, November 19, 2008 8:40 AM
To: 'Zach Tillman'; 'Leslie Clark'
Subject: T-10544 - follow up letter to DPD
Attachments: 10544-dpd-followup-ltr.pdf

Good Morning to you both!

Please find attached a follow up letter to the information requested in the cover letter for the DPD. The contractor reviewed the materials you guys submitted and found a couple of things that need to be addressed. Please give me a call if you have any questions.

Thanks, Laura

Laura Wilke
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

Laura Wilke

From: Laura Wilke
Sent: Wednesday, November 19, 2008 8:49 AM
To: Jeremy Giffin; Robert Wood
Subject: FW: T-10544 - follow up letter to DPD
Attachments: 10544-dpd-followup-ltr.pdf

Forgot to cc you guys on this e-mail. Give me a buzz if you have any questions.

Laura

Laura Wilke
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

From: Laura Wilke
Sent: Wednesday, November 19, 2008 8:40 AM
To: 'Zach Tillman'; 'Leslie Clark'
Subject: T-10544 - follow up letter to DPD

Good Morning to you both!

Please find attached a follow up letter to the information requested in the cover letter for the DPD. The contractor reviewed the materials you guys submitted and found a couple of things that need to be addressed. Please give me a call if you have any questions.

Thanks, Laura

Laura Wilke
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

November 19, 2008

Deschutes River Conservancy
Attn: Zachary Tillman
700 NW Hill Street
Bend, OR 97701

Central Oregon Irrigation District
Attn: Leslie Clark
1055 SW Lake Court
Redmond, OR 97756

REFERENCE: Instream Transfer Application T-10544 and Mitigation Credit Project MP-113

We have reviewed your responses to our letter dated August 6, 2008, accompanying the draft Preliminary Determination for Transfer T-10544. There are a few additional issues that need to be resolved before we can continue processing your application.

1. In your response regarding Arrowood 15-13-17 NW NW 1302, 1304, 1306, 1307, and 1308 (your response number 1.b.), you made reference to quitclaim #2005-53924. This quitclaim deed was not included with the other ownership documents provided with the transfer application. **Please provide a copy of quitclaim deed #2005-53924.**

2. For the property located at T15S R13E, Section 5, SW SE, lot 1103 (formerly owned by Duane and Kristeen Wipple), a Report of Title and Lien Information (ROLI) does need to be provided pursuant to OAR 690-380-4010 (5) (a). **Please provide a ROLI for this property which provides ownership and lien information at the time the water right was originally quit claimed from Wipple to Central Oregon Irrigation District.**

Please submit the requested information **by December 16, 2008,** to Laura Wilke, Water Resources Department, 725 Summer St. NE, Suite A, Salem, OR 97301-1271. If you have any questions, please call me at 503-986-0884.

Sincerely,

Laura K. Wilke
Flow Restoration Program Coordinator

cc: Jeremy Giffin, District 11 Watermaster
Robert Wood, District 3 Watermaster

Laura Wilke

From: Leslie Clark [transfers@coid.org]
Sent: Friday, November 21, 2008 2:16 PM
To: Laura Wilke; 'Zach Tillman'
Subject: FW: T-10544 - follow up letter to DPD
Attachments: T-10544_Arrowood.PDF; Title Rpt_Whipple.pdf

Attached is the ROLI for the Whipple water. This should take care of all of the issues.

Thank you and have a great weekend!

Leslie Clark
Water Transfer Specialist
Central Oregon Irrigation District
1055 SW Lake Court
Redmond, OR 97756
541 504-7576

From: Leslie Clark [mailto:transfers@coid.org]
Sent: Wednesday, November 19, 2008 1:46 PM
To: 'Laura Wilke'; 'Zach Tillman'
Subject: RE: T-10544 - follow up letter to DPD

Laura,

Attached is a scan of the Arrowood quitclaim deed. Zach or I will order a ROLI for the Whipple water and get it to you as soon as we are able.

Thank you,

Leslie

Leslie Clark
Water Transfer Specialist
Central Oregon Irrigation District
1055 SW Lake Court
Redmond, OR 97756
541 504-7576

From: Laura Wilke [mailto:snedaklk@wrd.state.or.us]
Sent: Wednesday, November 19, 2008 8:40 AM
To: Zach Tillman; Leslie Clark
Subject: T-10544 - follow up letter to DPD

Good Morning to you both!

Please find attached a follow up letter to the information requested in the cover letter for the DPD. The contractor reviewed the materials you guys submitted and found a couple of things that need to be addressed. Please give me a call if you have any questions.

Thanks, Laura

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2005-53924

$46.00

00038910120050053924600050054

08/16/2005 10:01:36 AM

D-D Cnt=1 Stn=3 PAM
$20.00 $11.00 $10.00 $5.00

DESCHUTES COUNTY CLERK

CERTIFICATE PAGE

This page must be included
if document is re-recorded.
Do Not remove from original document.

MAIL TAX STATEMENT
TO: NO CHANGE

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

CENTRAL OREGON IRRIGATION DISTRICT

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Chet Antonsen as to Parcel I and Parcel II and Parcel V; Floyd C. Antonsen aka Chet Antonsen as to Parcel III and Parcel IV, releases and quitclaims to Central Oregon Irrigation District all rights, title and interest in the following: Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 14.70 acres of Central Oregon Irrigation District water rights that are appurtenant to the lands listed in Exhibit A, to Central Oregon Irrigation District. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-17NW NW 1302 (6.70 acres irrigation); 15-13-17 NW NW 1304 (2.0 acres irrigation); 15-13-17 NW NW 1306 (1.0 acres irrigation); 15-13-17 NW NW 1307 (4.0 acres irrigation); 15-13-17 NW NW 1308 (1.0 acres irrigation).

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

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

Grantor shall remain liable for any district assessment or charges pertaining to the 14.70 acres of water rights incurred until the date of signing and subsequent completion of the transfer of water.

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

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

Grantor:

Chet Antonsen _____ Date 8-3-05

Chet Antonsen

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on Aug. 3, 2005 by Chet Antonsen.

Janet E. Read
Notary Public

OFFICIAL SEAL
JANET E READ
NOTARY PUBLIC-OREGON
COMMISSION NO. 357093
MY COMMISSION EXPIRES APR. 23, 2008

© Central Oregon Irrigation District 2005

Approved:

_____ Date 8 Aug. 2005

Steven C. Johnson Secretary-Manager Central Oregon Irrigation District

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on August 8, 2005 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

_____
Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC - OREGON
COMMISSION NO. 354438
MY COMMISSION EXPIRES FEB. 5, 2006

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I

In Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon: Section Seventeen (17): The North Half of the Northwest Quarter of the Northwest Quarter (N1/2NW1/4NW1/4), lying and being Westerly of the Central Oregon Irrigation District lateral C-5 running through said premises.

EXCEPTING a parcel of land in a portion of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section 17, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Commencing at the Northwest corner of said Section 17, marked by a brass cap, the initial point; thence South 00°18'58" West, along the West line of the said Section 17, 670.33 feet to a 4" pipe; thence North 89°52'20" East, along an existing fence line, 263.00 feet to the point of beginning, marked by a 4" pipe; thence North 00°18'58" East, 140.00 feet; thence South 89°59'04" East, parallel to the North line of the Northwest Quarter (NW1/4), 414.83 feet to the Center Line of the Central Oregon Irrigation District's sub-lateral "C-5"; thence South 10°32'22" West, along the center line of said "C-5", 143.76 feet; thence South 89°52'16" West, along the existing fence line, 379.05 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion dedicated to the public by Declaration of Dedication recorded July 11, 1980, in Book 324, Page 769, of Deschutes County Deed Records.

PARCEL II

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

Section 17: A tract of land lying in the South Half of the Northwest Quarter of the Northwest Quarter (S1/2NW1/4NW1/4) of Section 17 more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 17; thence North 00°20'02" East, along the West line of said Section 17, 329.51 feet to the true point of beginning for this description; thence North 85°12'00" East, 408.60 feet; thence North 2° 18'29" West 296.21 feet to the North line of the South Half of the Northwest Quarter of the Northwest Quarter of said Section 17; thence North 89°59'07" West along said North line, 393.31 feet to the West line of said Section 17; thence South 00°20'03" West along the said West line, 330.27 feet to the true point of beginning.

PARCEL III

A tract of land lying in the South Half of the Northwest Quarter of the Northwest Quarter (S1/2NW1/4NW1/4) of Section Seventeen (17) South, Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at the Southwest corner of the NW1/4NW1/4 of Section 17; thence North 0°20'03" East, along the West line of said Section 17, 329.51 feet; thence North 85°12'00" East, 408.60 feet to the Point of Beginning for this description; thence North 2°18'29" West, 296.21 feet to the North line of the S1/2NW1/4NW1/4 of said Section 17; thence South 89°59'07" East, along said North line, 241.35 feet to the Westerly right of way line of the Central Oregon Irrigation sub-lateral C-5; thence South 15°12'44" West, along said right of way line, 287.42 feet; thence South 85°12'00" West, 152.97 feet to the Point of Beginning.

PARCEL IV

A tract of land lying in the South Half of the Northwest Quarter of the Northwest Quarter of Section Seventeen (17), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the Southwest Corner of the NW1/4 of the NW1/4 of said Section 17; thence North 00°20'03 East, along thw West line of said Section 17, 329.51 feet; thence North 85°12'00" East 561.57 feet to the westerly right of way line of the Central Oregon Irrigation sublateral C-5; thence South 15°12'44" West, along said right of way line, 231.97 feet; thence continuing along said right of way line, South 0°31'17" East, 152.45 feet to the South line of the NW1/4 of the NW1/4 of said Section 17; thence South 89°58'37" West, along said South line, 502.04 feet to the point of beginning.

EXCEPTING therefrom that portion dedicated to the City of Redmond, recorded March 18, 2004, in Volume 2004, Page 14593, Deschutes County Records.

PARCEL V

A parcel of land in a portion of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section Seventeen (17), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at the Northwest corner of said Section 17, marked by a brass cap, the initial point; thence South 00°18'58" West, along the West line of the said Section 17, 670.33 feet to a 1/2" pipe; thence North 89°52'20" East, along an existing fence line 263.00 feet to the point of beginning, marked by a 1/2" pipe; thence North 00°18'58" East, 140.00 feet; thence South 89°59'04" East, parallel to the North line of the Northwest Quarter (NW1/4), 414.83 feet to the center line of the Central Oregon Irrigation District's sub-lateral "C-5"; thence South 10°32'22" West, along the center line of said "C-5", 143.76 feet; thence South 89°52'16" West, along an existing fence line 379.05 feet to the point of beginning.

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT PUBLIC RECORD REPORT

THIS REPORT IS FOR THE EXCLUSIVE USE OF:

Central Oregon Irrigation District
1055 SW Lake Court
Redmond OR 97756
Attn: Leslie Clark

Date Prepared : November 21, 2008
Report #1
Title Officer : Chuck Nichols

CONDITIONS, STIPULATIONS AND DEFINITIONS

(I) Definitions:

(a) "Customer": The person or persons named or shown on this cover sheet
(b) "Public records": Those records which by the laws of the state of Oregon impart constructive notice of matters relating to said land.
(c) "Land": The land specifically described in this public record report and improvements affixed thereto which by law constitute real property.

(II) Liability of AmeriTitle:

(a) This Is Not A Commitment To Issue Title Insurance And Does Not Constitute A Policy Of Title Insurance.

(b) The liability of AmeriTitle for errors or omissions in this public record report is limited to the amount of the fee paid by the customer, provided, however, that AmeriTitle has no liability in the event of no actual loss to the customer.

(c) No costs (including without limitation attorney fees and other expenses) of defense, or prosecution of any action, is afforded to the customer.

(III) Report Entire Contract:

Any right or action or right of action that the customer may have or may bring against AmeriTitle arising out of the subject matter of this report must be based on the provisions of this report. No provision or condition of this report can be waived or changed except by a writing signed by an authorized officer of AmeriTitle. By accepting this form report, the customer acknowledges and agrees that the customer has elected to utilize this form of public record report and accepts the limitation of liability of AmeriTitle as set forth herein.

Irrigation District Public Record Report
Conditions, Stipulations and Definitions, continued...

(IV) Fee:

The fee charge for this Report does not include supplemental reports, updates or other additional services of AmeriTitle.

REPORT

Effective Date: March 7, 2006
Reference: COID-6

A. The Land referred to in this public record report is located in the County of Deschutes, State of Oregon, and is described as follows:

A parcel of land situate in and being the North Half of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter (N1/2NW1/4SW1/4SE1/4) of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at a 1" pin at the South Quarter corner of said Section 5, Township 15 South, Range 13, East of the Willamette Meridian, the initial point; thence North 00°40'32" East along the Westerly line of said SE1/4, 992.41 feet to a 1/2" pipe and the True Point of Beginning; thence North 00°40'32" East along said line of the SE1/4, 330.80 feet to a 3/4" pipe at the NW corner of said SW1/4SE1/4; thence South 89°58'03" East along the Northerly line of said SW1/4SE1/4, 659.68 feet to a 1/2" pipe; thence South 00°41'11" West, along the Easterly line of said NW1/4SW1/4SE1/4, 330.60 feet to a 1/2" pipe; thence North 89°59'08" West along the Southerly line of said N1/2NW1/4SW1/4SE1/4, 659.62 feet to the Point of Beginning.

B. As of the Effective Date and according to the public records, we find the last deed of record runs to:

DUANE WHIPPLE and KRISTEEN M. WHIPPLE, as tenants by the entirety

C. As of the Effective Date and according to the public records, the Land is the subject of the following chain of conveyances and contracts to convey title during the period beginning on the recording date of the earliest recorded instrument shown below and ending on the recording date of the Latest recorded instrument shown below:

Instrument	:	Warranty Deed
Recorded	:	December 27, 2001
Document No.	:	2001-64010, Deschutes County Records
Grantor	:	Todd Springer and Andrea Springer, Husband and Wife
Grantee	:	Duane Whipple and Kristeen M. Whipple, Husband and Wife

Instrument	:	Quitclaim Deed for Transfer of Interest in a Water Right
Recorded	:	March 7, 2006
Document No.	:	2006-15589, Deschutes County Records
Grantor	:	Duane Whipple and Kristeen M. Whipple
Grantee	:	Central Oregon Irrigation District (COID)

Laura Wilke

From: Laura Wilke
Sent: Friday, November 28, 2008 8:30 AM
To: 'Leslie Clark'
Subject: RE: T-10544 - follow up letter to DPD

Hi Leslie!

We were looking at the ROLI for Whipple and we think that there might be some pages missing. We only got two pages. If the report was longer than two pages, would you please resend?

Thanks, Laura

Laura Wilke
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

From: Leslie Clark [mailto:transfers@coid.org]
Sent: Friday, November 21, 2008 2:16 PM
To: Laura Wilke; 'Zach Tillman'
Subject: FW: T-10544 - follow up letter to DPD

Attached is the ROLI for the Whipple water. This should take care of all of the issues.

Thank you and have a great weekend!

Leslie Clark
Water Transfer Specialist
Central Oregon Irrigation District
1055 SW Lake Court
Redmond, OR 97756
541 504-7576

From: Leslie Clark [mailto:transfers@coid.org]
Sent: Wednesday, November 19, 2008 1:46 PM
To: 'Laura Wilke'; 'Zach Tillman'
Subject: RE: T-10544 - follow up letter to DPD

Laura,

Attached is a scan of the Arrowood quitclaim deed. Zach or I will order a ROLI for the Whipple water and get it to you as soon as we are able.

Thank you,

Leslie

Leslie Clark

Water Transfer Specialist
Central Oregon Irrigation District
1055 SW Lake Court
Redmond, OR 97756
541 504-7576

From: Laura Wilke [mailto:snedaklk@wrd.state.or.us]
Sent: Wednesday, November 19, 2008 8:40 AM
To: Zach Tillman; Leslie Clark
Subject: T-10544 - follow up letter to DPD

Good Morning to you both!

Please find attached a follow up letter to the information requested in the cover letter for the DPD. The contractor reviewed the materials you guys submitted and found a couple of things that need to be addressed. Please give me a call if you have any questions.

Thanks, Laura

Laura Wilke
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

_____ NOD32 3625 (20081119) Information _____

This message was checked by NOD32 antivirus system.
http://www.eset.com

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

November 19, 2008

Deschutes River Conservancy
Attn: Zachary Tillman
700 NW Hill Street
Bend, OR 97701

Central Oregon Irrigation District
Attn: Leslie Clark
1055 SW Lake Court
Redmond, OR 97756

REFERENCE: Instream Transfer Application T-10544 and Mitigation Credit Project MP-113

We have reviewed your responses to our letter dated August 6, 2008, accompanying the draft Preliminary Determination for Transfer T-10544. There are a few additional issues that need to be resolved before we can continue processing your application.

1. In your response regarding Arrowood 15-13-17 NW NW 1302, 1304, 1306, 1307, and 1308 (your response number 1.b.), you made reference to quitclaim #2005-53924. This quitclaim deed was not included with the other ownership documents provided with the transfer application. **Please provide a copy of quitclaim deed #2005-53924.**

2. For the property located at T15S R13E, Section 5, SW SE, lot 1103 (formerly owned by Duane and Kristeen Wipple), a Report of Title and Lien Information (ROLI) does need to be provided pursuant to OAR 690-380-4010 (5) (a). **Please provide a ROLI for this property which provides ownership and lien information at the time the water right was originally quit claimed from Wipple to Central Oregon Irrigation District.**

Please submit the requested information **by December 16, 2008,** to Laura Wilke, Water Resources Department, 725 Summer St. NE, Suite A, Salem, OR 97301-1271. If you have any questions, please call me at 503-986-0884.

Sincerely,

Laura K. Wilke
Flow Restoration Program Coordinator

cc: Jeremy Giffin, District 11 Watermaster
Robert Wood, District 3 Watermaster

Laura Snedaker

From: Laura Snedaker
Sent: Wednesday, August 20, 2008 9:18 AM
To: 'Leslie Clark'
Cc: 'Zach Tillman'
Subject: RE: T-10544

Hi Leslie:

Sorry it took me a few days to get back to you. I've been knee deep in T-10508/MP-112 and trying to get that wrapped up before diving back into other things. That one is just about done and I find myself once again with some wiggle room.

Item below - On T-10544 take a look at the ROLI prepared for the Prescott and Brook Rice lands. In the upper right hand corner of Lot 205 is a small tax lot, being lot 201. This must have been a tax lot once upon a time. The application map submitted with the application encompasses the entire area covered by lot 205 and 201 as shown on the map attached to the ROLI. What we're looking for here is some clarification as to whether part of the acres were on lot 201. If not, this area once covered by lot 201 should be excluded from the application map and a revised map submitted.

It kind of also looks like the application map shows that a portion also edges into what was once lot 207 (the configuration you mentioned below). I also took a look back at the dimensions shown on the aerial attached to the affidavit of use. The dimensions appear to only show the area that looks like lot 205. I think what we need, overall, is a revised application map to clarify the location on the "from" lands for this portion of the right.

Item from phone message: In your phone message you indicated a need for some clarification on bullet #3, which addresses trust deeds and the need for some confirmation from the trustees. We do indeed have the letter from FATCO that you mentioned but the Department is using that as a blanket letter addressing FATCO's view of the trust deed and quit claimed water rights. For the trust deeds, we're requesting letters from any trustees when the deed calls out the water rights specifically. We've got a collection of letters from various title companies addressing their interest in the water right. But we don't have letters from AmeriTitle and Western Title and Escrow yet. These trustees are identified in the trust deeds described in Bullet #3.

E-mail from yesterday: Yesterday you sent an e-mail asking whether I would like Lisa to send me pdf of the maps so I could zoom in on them. Pdf files would be just find and dandy.

Thanks and I hope this information helps.

Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

From: Leslie Clark [mailto:lesliec@coid.org]
Sent: Friday, August 15, 2008 11:56 AM
To: Laura Snedaker
Cc: 'Zach Tillman'
Subject: T-10544

Good Morning Laura,

I'm working my way through your letter. On bullet #4 we are confused on what you may be looking at. If it is the Prescott water it is in Sec. 9 not 10. We looked at 3111 map and noticed a slight difference in the configuration of tax lot 205 and tax lot 207 (there is no tax lot 201) but the quantity of water delivered to each property did not change. Is this what you are looking at?

Leslie Clark
Water Transfer Specialist
Central Oregon Irrigation District
1055 SW Lake Court
Redmond, OR 97756
541 504-7576

Laura Snedaker

From: Jon LaMarche
Sent: Monday, July 28, 2008 10:59 AM
To: Laura Snedaker
Subject: RE: Return flow - confirmation - three different transfers

I've already done the analysis and filed it by MP number, so I just need to look up what I wrote.

In answer to your questions:

1) All of the returns would come back above the Madras gage.
2) All of the returns would come back into or above lake Billy Chinook.
3) The returns above Lake Billy Chinook are spreadout as follows:

MP-112: There are three zones of impact from the lands in this application. For the middle Deschutes, sub-surface returns could first show up at around the lower Bridge area (RM ~135-137). For the Crooked River it would be above Osborne Canyon (RM ~16-18). For the general zone it would be somewhere in the confluence area. I don't know specifically where, but probably in the Crooked River arm of LBC.

MP-113: There are three zones of impact from the lands in this application. For the middle Deschutes, sub-surface returns could first show up at around the lower Bridge area (RM ~135-137). For the Crooked River it would be above Osborne Canyon (RM ~16-18). For the general zone it would be somewhere in the confluence area. I don't know specifically where, but probably in the Crooked River arm of LBC.

MP-114: Middle Deschutes ZOI, sub-surface returns could first show up at around the lower Bridge area (RM ~135-137).

Hope this helps.

-Jonathan

Jonathan La Marche, PE
Hydrologist
Oregon Water Resources Department
1128 NW Harriman Street
Bend, OR 97701

tel: 541-330-4659
fax: 541-388-5101
email: jon.l.lamarche@wrd.state.or.us

7-30-08
The POU for each of these transfers is spread out in such a way that return flows do not return at a specific point but begin to show up in the mainstem Deschutes River around Lower Bridge & have all returned by ~~flows~~ reaching Madras Gage
Per conversation w/ Jonathan LaMarche

From: Laura Snedaker
Sent: Monday, July 28, 2008 10:27 AM
To: Jon LaMarche
Subject: RE: Return flow - confirmation - three different transfers

All three are mitigation projects.

The question I've got is associated with the instream transfer processing aspect of the applications but if you need them the project numbers are (in order):

MP-112 = T-10508
MP-113 = T-10544
MP-114 = T-10553

Thanks, Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

From: Jon LaMarche
Sent: Monday, July 28, 2008 10:23 AM
To: Laura Snedaker
Subject: RE: Return flow - confirmation - three different transfers

Laura,

Are these transfers associated with a mitigation project?

Jonathan La Marche, PE
Hydrologist
Oregon Water Resources Department
1128 NW Harriman Street
Bend, OR 97701

tel: 541-330-4659
fax: 541-388-5101
email: jon.l.lamarche@wrd.state.or.us

From: Laura Snedaker
Sent: Monday, July 28, 2008 8:39 AM
To: Jon LaMarche
Cc: Jeremy Giffin; Robert Wood
Subject: Return flow - confirmation - three different transfers
Importance: High

Jonathan:

This is a resend of the message I sent you last week. I know you've been out for a few days but if you could get back to me as soon as you can that would be absolutely great.

****

I wasn't sure if you had responded to my request for some info on return flows so I wanted to check back with you. My e-mail box got overly full while I was out on vacation this last month.

I was looking for some feedback on three of my instream transfers:

T-10508 for the DRC and COID: http://apps2.wrd.state.or.us/apps/wr/wrinfo/wr_transfer_folder_image.aspx?transfer_char=T&transfer_nbr=10508

T-10544 for the DRC and COID: http://apps2.wrd.state.or.us/apps/misc/vault/vault.aspx?Type=TRFolder&folder_image_id=8407

T-10553 for the DRC and COID: http://apps2.wrd.state.or.us/apps/misc/vault/vault.aspx?Type=TRFolder&folder_image_id=7623

I wanted to clarify the return flows with you so I can move these applications onto the next stage of processing. For each of these applications, do the return flows all come back in above Lake Billy Chinook? Or is this more spread out, like we talked about early in the season, and all the return flows are back into the river system by the time stream flows hit the Madras Gage?

Thanks oodles!
Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

Laura Snedaker

From: Laura Snedaker
Sent: Friday, June 13, 2008 10:57 AM
To: Jon LaMarche
Cc: Jeremy Giffin; Dorothy Pedersen; Robert Wood
Subject: Return Flow - confirmation - three different transfers
Importance: High

Jonathan:

I'm out the door today for the next month and I'm passing three of the transfer files I've been working on over to Dorothy to sheppard them along while I'm gone.

The three are:
T-10508 for DRC and COID
T-10544 for DRC and COID
T-10553 for DRC and COID

I wanted to clarify the return flows with you before we moved these applications forward to the Draft Preliminary Determination. I wasn't able to get a hold of you before I left on vacation, so would you please touch base with Dorothy?

For each of these three applications, do the return flows all come back in above Lake Billy Chinook? Or is this more spread out, like we talked about early in the season, and all the return flows are back in the system by the time flows hit the Madras Gage?

All three of these transfer applications can be found via WRIS.

Thanks, Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

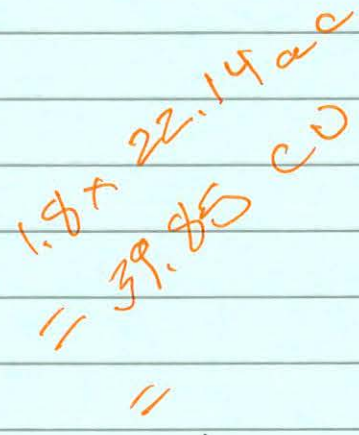
RA - T-10544/MP-113

Questions & notes

WK -> return flows - Madras Gage
-> Mit proj ?'s

RA - Do all of the leases mentioned in the aff of use cover the POU proposed for xfer.
- do we ~~have~~ have all the doc mentioned in the aff of use?

- Maps
Scorza
WR = 20.8 ac Map = less (17.35?)
other action since 83571?
RA - check maps to see if match
WR - if not may need add'l info or may be apparent after checking other xfers that affected same
1/4 1/4



BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Short-Term Lease of Existing Water Rights for Instream Use and Preliminary and Final Award of Mitigation Credits, Certificates 76358 and 76714, Deschutes County	)))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE and MITIGATION CREDIT PROJECT

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating short-term instream lease applications.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Lessor #1
Arrowood Development
250 NW Franklin Ave., Suite 203
Bend, OR 97701

Central Oregon Irrigation District (COID)
2598 N Hwy. 97
Redmond, OR 97756
transfers@coid.org

Lessor #2
Central Oregon Irrigation District (COID)
2598 N Hwy. 97
Redmond, OR 97756
transfers@coid.org

Lessee
Deschutes Water Exchange (DWE) Mitigation Bank
PO Box 1560
Bend, OR 97709
danielle@deschutesrc.org

Findings of Fact

1. Arrowood Development, COID and the DWE Mitigation Bank filed an application to lease a portion of Certificates 76358 and 76714 to instream use. The Department assigned the application number L-640.

2. Interest in the portion of the water rights to be leased instream has been quit claimed from the original land owners. The lease application form identifies Arrowood as the interest holder in the water rights. However, individual quit claim deeds submitted with the application

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

identify Arrowood as interest holder in a portion of the rights to be leased. Interests in the remaining portion of the rights to be leased are held by COID and COID on behalf of Arrowood. The Department has determined that Arrowood and COID are both interest holders and are authorized to lease the water rights instream.

3. The rights to be leased are as follows:

Certificate: 76358

Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3

Priority Date: October 31, 1900 and December 2, 1907

Quantity:
Season 1: 1.143 Cubic Foot per Second (CFS) under the 10/31/1900 priority date
Season 2: 1.524 CFS under the 10/31/1900 priority date
Season 3: 2.823 CFS, being 2.011 CFS under the 10/31/1900 priority date and 0.811 CFS under the 12/2/1907 priority date
Duty: 606.27 Acre-Feet (AF)
The quantities listed reflect allowance of a 45% transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933

Source: Deschutes River, tributary to the Columbia River

Place of Use:

IRRIGATION OF 91.45 ACRES							
Twp	Rng	Mer	Sec	Q-Q	Tax Lot	Acres	Lessor #1 (water right interest holder)
14 S	13 E	WM	16	SE SE	403	0.36	COID & Arrowood
14 S	13 E	WM	16	SE SE	414	0.84	COID & Arrowood
14 S	13 E	WM	26	NE SW	500	0.85	COID & Arrowood
15 S	13 E	WM	8	NE SE	8800	2.0	COID & Arrowood
15 S	13 E	WM	9	NE SE	8900	8.0	COID & Arrowood
15 S	13 E	WM	9	SE NE	801	1.0	Arrowood
15 S	13 E	WM	9	SE NE	804	1.15	Arrowood
15 S	13 E	WM	9	SE NE	900	1.5	Arrowood
15 S	13 E	WM	10	NW NW	200	3.4	COID
15 S	13 E	WM	10	NW NW	201	4.38	COID
15 S	13 E	WM	10	NW NW	202	1.42	COID
15 S	13 E	WM	17	NE NW	800	16.0	Arrowood
15 S	13 E	WM	17	NW NW	1300	18.0	Arrowood
15 S	13 E	WM	19	NW NE	100	21.35	Arrowood
15 S	13 E	WM	19	NE SW	1002	0.2	Arrowood
15 S	13 E	WM	30	NW SE	600	11.0	Arrowood

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 - 850 feet North & 630 feet West from the E ¼ corner of Section 29

Certificate: 76714

Season of Use: April 1 to November 1

Priority Date: February 28, 1913

Quantity: 906.27 AF. This right does not have a rate limitation.
Source: Crane Prairie Reservoir, tributary to the Deschutes River
Place of Use: Same as described for certificate 76358

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
17 S	12 E	WM	29	SE NE	COID North Canal – 850 feet North & 630 feet West from the E ¼ corner of Section 29
21 S	8 E	WM	17	NE NE	Crane Prairie Reservoir Dam

4. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

5. The instream use has been modified from the lease application to prevent injury and enlargement and is as follows:
Deschutes River
Tributary to the Columbia River in the Deschutes Basin

Instream Reach: From COID North Canal POD (as described in Finding of Fact #2) to Lake Billy Chinook

Certificate	Source	Priority Date	Instream Rate (cfs)	Period Protected Instream
76358 primary	Deschutes R	10/31/1900	Season 1: 0.629 CFS Season 2: 0.838 CFS Season 3: 1.106 CFS	April 1 – Oct. 26
		12/2/1907	Season 3: 0.446 CFS	
76714 supplemental	Crane Prairie Reservoir	2/28/1913	Up to 88.74 AF (Sufficient quantities may be protected instream to make up any deficiency of the primary right)	April 1 – Oct. 26

6. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

7. Certificate 76714 is supplemental to certificate 76358. The portion of certificate 76714 being leased instream shall only be protected instream if the full rate and duty under certificate 76358 are not available during the period for which water is being leased instream.

8. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

9. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

10. The lease will terminate on October 31, 2009.

11. The lessor and lessee have requested to have the option of terminating the lease with written notice provided to the Department. In order to assure adequate notice of any termination of the lease, the Department will require that written notice be provided by all parties on the lease and be submitted to both the Salem office and the Watermaster's office.

Preliminary Award of Deschutes Basin Mitigation Credits

12. The Lessee, a mitigation bank chartered by the Water Resources Commission, has requested that the portion of the right to be protected instream be used to generate mitigation credits.

13. The Department assigned this mitigation credit project number MP-44.

14. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6). The Department also provided notice of the mitigation credit project to the Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, Oregon State Parks and Recreation Department, Oregon Division of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2). Comments were received from the Oregon Department of Fish and Wildlife (ODFW). ODFW identified that this project will provide effective instream protection of flows during the irrigation season and also identified, along with general comments on the mitigation program, that instream flow protection is needed during the months outside of the irrigation season. Comments were also received from the Oregon Parks and Recreation Department (OPRD). These comments identified a need for additional instream flow protections from June 1 through mid September for water contact sports. OPRD's comments also identified that instream flows may be necessary during the early spring and later fall. To provide flows during period otherwise not affected by higher spring runoff, OPRD suggested that flows should be protected as evenly as possible.

15. The Department is unable to expand the period during which instream flows may be protected outside of the irrigation season, as recommended by ODFW, without causing injury. The shaping proposed by the instream lease application protects water instream over almost the entire irrigation season at the maximum rate possible and appears to meet the recommendations made by OPRD. Therefore, no modifications were made to the lease based upon comments received.

16. The Department finds that **164.6** mitigation credits may be awarded to this mitigation credit project and assigned to the Deschutes Water Exchange Mitigation Bank. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground

Water Mitigation Rules, OAR Chapter 690, Division 505, within the **General and Middle Deschutes River** zones of impact.

17. The mitigation credits expire on December 31, 2009, unless the lease agreement is terminated earlier by the Lessors and the Lessee.

18. The use and maintenance of the mitigation credits is subject to the terms and conditions of the Deschutes Water Exchange Mitigation Bank Charter.

19. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of the Final Order approving the proposed instream lease shall result in completion of the project and verification that the project is complete.

20. No precedent is set by this Final Order as to the amount of mitigation credits that may be generated by a subsequent mitigation credit project.

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease agreement conforms to the applicable provisions of OAR 690-077-0015.

This mitigation project results in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

ORDER

Therefore, it is ORDERED:

1. That the Short-Term Lease as described herein is APPROVED.

2. The former place of use shall no longer receive water as part of these rights during the term of the lease.

3. The lease shall terminate on October 31, 2009. The lessor shall have the option of terminating the lease with written notice to the Department provided to both the Salem office and Watermaster office. Written notice of termination of a lease must be provided by all lessors and the lessee. The written notice to Salem office must include original signatures. The notice to the Watermaster office may be made by fax or e-mail. The lease may be terminated at any time during a calendar year. However, if the termination request is received after the period of allowed use has begun for the water right(s) being leased, water may not be used under the right(s) leased until the following calendar year.

4. **Final Award of Deschutes Basin Mitigation Credits:** Issuance of this Final Order results in completion of the project and verification by the Department that the project is complete. The Department concludes that the mitigation credit project is awarded mitigation credits, as described above, pursuant to OAR 690-521-0400 and ORS 537.746. Mitigation Credits, in the amount of **164.6** credits, as described herein, are awarded to this mitigation project and assigned to the Deschutes Water Exchange Mitigation Bank. Mitigation Credits may be used

to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the **General and Middle Deschutes River** zones of impact.

5. Mitigation credits are valid until used (or expire) to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

6. The mitigation credits shall expire on December 31, 2009, unless the lease agreement is terminated earlier by the Lessor and the Lessee.

7. The use and maintenance of the mitigation credits shall be subject to the terms and conditions of the Deschutes Water Exchange Mitigation Bank Charter.

Dated at Salem, Oregon this 15th day of August 2005.

For Debbie Colbert
Phillip C. Ward, Director

Mailing date: AUG 17 2005

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Lease of Existing Water Rights for Instream Use and Mitigation Credit Project, Certificate 83571, Deschutes County	))))	FINAL ORDER TERMINATING INSTREAM LEASE & MITIGATION CREDIT PROJECT

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating instream lease applications.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Lessor #1
Arrowood Development
250 NW Franklin Ave., Suite 203
Bend, OR 97701

Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
transfers@coid.org

Lessor #2
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
transfers@coid.org

Lessee
Deschutes Water Exchange (DWE) Mitigation Bank
P.O. Box 1560
Bend, Oregon 97709
gen@deschutesriver.org

Findings of Fact

1. On April 25, 2005, the DWE Mitigation Bank, COID, and Arrowood Development filed an application to lease a portion of Certificate 76358 to instream use and to establish mitigation credits. The Department assigned the instream lease application number IL-640 and the mitigation credit project MP-44.

2. The lease application requested to protect water instream for five years, terminating on October 31, 2009. A Final Order approving this lease and mitigation credit project was issued by the Department on August 15, 2005, as evidenced by Special Order Volume 66,

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

Page 44. The mitigation credit project was awarded 164.6 mitigation credits for use in the General and Middle Deschutes Zones of Impact. These mitigation credits were assigned to the DWE Mitigation Bank and were to expire on December 31, 2009.

3. On September 26, 2007, Certificate 83571 was issued superseding Certificate 76358.

4. The final order contained a condition allowing the Lessor and the Lessee to terminate the lease in any year of the lease, prior to the lease being exercised that season, with written notification to the Department from all parties to the lease.

5. On March 6, 2008, the Department received a request from Arrowood Development, COID, and the DWE Mitigation Bank to terminate the lease and mitigation credit project prior to the 2008 irrigation season.

6. The lease was exercised during the 2005, 2006, and 2007 water use periods ending on October 31, 2007. Mitigation credits established by this project have been used to provide mitigation for ground water permits in 2006 and 2007.

CONCLUSIONS OF LAW

The Department concludes that terminating the lease in advance of the 2008 irrigation season is consistent with OAR 690-077.

ORDER

Therefore, it is ORDERED that the Instream Lease described herein is TERMINATED and no longer in effect. The mitigation credits awarded to the Mitigation Project described herein are no longer valid.

Dated at Salem, Oregon this 7th day of March 2008.

for Phillip C. Ward, Director

Mailing date: MAR 11 2008

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Lease of Existing Water Rights for Instream Use and Mitigation Credit Project, Certificate 83571, Deschutes County	))))	FINAL ORDER TERMINATING INSTREAM LEASE & MITIGATION CREDIT PROJECT

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating instream lease applications.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Lessor #1
Arrowood Development
250 NW Franklin Ave., Suite 203
Bend, OR 97701

Lessor #2
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
transfers@coid.org

Lessee
Deschutes Water Exchange (DWE) Mitigation Bank
P.O. Box 1560
Bend, Oregon 97709
gen@deschutesriver.org

Findings of Fact

1. On June 29, 2006, the DWE Mitigation Bank, COID, and Arrowood Development filed an application to lease a portion of Certificate 76358 to instream use and to establish mitigation credits. The Department assigned the instream lease application number IL-753 and the mitigation credit project MP-87.

2. The lease application requested to protect water instream for five years, terminating on October 31, 2010. A Final Order approving this lease and mitigation credit project was issued by the Department on July 31, 2006, as evidenced by Special Order Volume 69, Page 151. The mitigation credit project was awarded 26.5 mitigation credits for use in the General and Middle Deschutes Zones of Impact. These mitigation credits were assigned to the DWE Mitigation Bank and were to expire on December 31, 2010.

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

3. On September 26, 2007, Certificate 83571 was issued superseding Certificate 76358.

4. The final order contained a condition allowing the Lessor and the Lessee to terminate the lease in any year of the lease, prior to the lease being exercised that season, with written notification to the Department from all parties to the lease.

5. The portion of the right leased instream was quit claimed from Arrowood Development (Lessor #1) to COID on August 15, 2007. Their consent to terminate this instream lease is no longer needed.

6. On February 14, 2008, the Department received a request from COID and the DWE Mitigation Bank to terminate the lease and mitigation credit project prior to the 2008 irrigation season.

7. The lease was exercised during the 2006 and 2007 water use periods ending on October 31, 2007. Mitigation credits established by this project have not been used to provide mitigation for ground water permits.

CONCLUSIONS OF LAW

The Department concludes that terminating the lease in advance of the 2008 irrigation season is consistent with OAR 690-077.

ORDER

Therefore, it is ORDERED that the Instream Lease described herein is TERMINATED and no longer in effect. The mitigation credits awarded to the Mitigation Project described herein are no longer valid.

Dated at Salem, Oregon this 28th day of February 2008.

Phillip C. Ward, Director

Mailing date: MAR 0 3 2008

FORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Short-Term Lease of Existing Water Rights for Instream Use, Certificates 76358 and 76714, Deschutes County, Oregon	))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE

FINDINGS OF FACT

1. A Short-Term Lease Application, which proposed to lease all or a portion of certificates 76358, primary from the Deschutes River, tributary to the Columbia River, and 76714, supplemental from Crane Prarie Reservoir, tributary to the Deschutes River, for instream purposes was submitted to the Department by:

   Lessor #1
   Richard & Judith Scorza
   3569 W Antler Ave.
   Redmond, OR 97756

   Lessor #2
   Central Oregon Irrigation District
   2598 N. Hwy 97
   Redmond, OR 97756

   Lessee
   Deschutes Resource Conservancy
   P.O. Box 1560
   Bend, OR 97709

2. The Department assigned this lease agreement number L-375.

3. The lease application includes the required information under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6).

4. Certificate 76714 is supplemental to certificate 76358. The portion of Certificate 76714 being leased instream will only be protected instream if the full rate and duty under certificate 76358 are not available instream during the period in which water is being leased instream.

5. Water leased instream shall be protected from the COID North Canal to Lake Billy Chinook.

6. The lessor shall have the option of terminating the lease each year, prior to the lease being exercised, with 30 days written notice to the Department.

7. The lease will terminate on October 31, 2007.

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-080 and OAR 690-01-005 you may either petition for judicial review or petition the Director for reconsideration of this order.

CONCLUSIONS OF LAW

The Department concludes that the lease, as modified above, will not result in injury or enlargement, OAR 690-077-0077.

ORDER

Therefore, it is ORDERED that the Short-Term Lease described herein is APPROVED.

Dated at Salem, Oregon this 19th day of May, 2003.

for Paul R. Cleary
Director

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Short-Term Lease of Existing Water Rights for Instream Use, Certificate(s) 76358 and 76714, Deschutes County, Oregon	))))	TERMINATION OF INSTREAM LEASE & FINAL ORDER

FINDINGS OF FACT

1. On April 7, 2003, a Short-Term Lease Application, which proposed to lease a portion of certificates 76358, for primary irrigation from the Deschutes River, and 76714, for supplemental irrigation from Crane Prairie Reservoir, for instream purposes was submitted to the Department by:

   Lessor #1
   Richard and Judith Scorza
   3569 W. Antler Ave.
   Redmond, OR 97756

   Lessor #2
   Central Oregon Irrigation District
   2598 N Hwy 97
   Redmond, OR 97756

   Lessee
   Deschutes Resources Conservancy
   700 NW Hill Street
   Bend, OR 97701

2. The Department assigned this lease agreement number L-375.

3. The lease application contained a provision allowing the Lessor to terminate the lease in any year of the lease, prior to the lease being exercised.

4. The lease application requested to protect water instream for five years, terminating on October 31, 2007. A Final Order approving this lease was issued by the Department on May 19, 2003.

3. On February 3, 2004, the Department received a request from the Lessor #2 to terminate the lease prior to the 2004 irrigation season.

4. The lease was exercised during the 2003 water use period ending on October 31, 2003.

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-080 and OAR 690-01-005 you may either petition for judicial review or petition the Director for reconsideration of this order.

CONCLUSIONS OF LAW

The Department concludes that terminating the lease in advance of the 2004 irrigation season is consistent with OAR 690-077.

ORDER

Therefore, it is ORDERED that the Short-Term Lease described herein is TERMINATED and no longer in effect.

Dated at Salem, Oregon this 4th day of February, 2004.

For Paul R. Cleary
Director

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Short-Term Lease of Existing Water Rights for Instream Use and Preliminary and Final Award of Mitigation Credits, Certificate 76358, Deschutes County	)))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE & MITIGATION CREDIT PROJECT

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating short-term instream lease applications.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Lessor #1
Arrowood Development
250 NW Franklin Ave., Suite 203
Bend, OR 97701

Lessor #2
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes Water Exchange (DWE) Mitigation Bank
PO Box 1560
Bend, OR 97709
ghubert@deschutesrc.org

Findings of Fact

1. On June 21, 2006, COID, the DWE Mitigation Bank, and Arrowood Development filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number L-753.

2. Interest in a portion of the water right to be leased instream has been quit claimed from the original land owners. The lease application form identifies Arrowood Development as the interest holder in the water right. Individual quit claim deeds, along with supporting documentation, submitted with the application identify that interest in the portion of the right to be leased is held by Arrowood Development. The Department has determined that Arrowood Development is an interest holder in the right and is authorized to lease the water rights instream.

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

3. The right to be leased is as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 14.7 acres
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)
Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.184 CFS	0.245 CFS	0.323 CFS	
December 2, 1907			0.130 CFS	
Totals	0.184 CFS	0.245 CFS	0.454 CFS	145.68 AF

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.
Source: Deschutes River, tributary to the Columbia River
Place of Use:

Irrigation of 14.7 acres						
Twp	**Rng**	**Mer**	**Sec**	**Q-Q**	**Tax Lot**	**Acres**
15 S	13 E	WM	17	NW NW	1302	6.7
15 S	13 E	WM	17	NW NW	1304	2.0
15 S	13 E	WM	17	NW NW	1306	1.0
15 S	13 E	WM	17	NW NW	1307	4.0
15 S	13 E	WM	17	NW NW	1308	1.0

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

4. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

5. The instream use is as follows:
Deschutes River tributary to the Columbia River
Instream Reach #1: From POD #11 (as described in Finding of Fact #3) to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.101 Season 2: 0.135 Season 3: 0.250	80.12	April 1 – Oct. 26

6. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

9. The lease will terminate on October 31, 2006.

10. The lessor has requested the option of terminating the lease early with written notice to the Department.

Preliminary Award of Deschutes Basin Mitigation Credits

11. The Lessee, a mitigation bank chartered by the Water Resources Commission, has requested that the portion of the right to be protected instream be used to generate mitigation credits.

12. The Department assigned this mitigation credit project number MP-87.

13. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6). The Department also provided notice of the mitigation credit project to the Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, Oregon Parks and Recreation Department, Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2). Comments were received from the Oregon Parks and

Recreation Department. These comments identified a need for additional instream flow protections for recreation. Emphasis should be placed on protecting flows evenly during the late spring and summer period not otherwise affected by higher spring run-off.

14. The shaping proposed by the instream lease application protects water instream over almost the entire irrigation season at the maximum rates possible and appears to meet these recommendations. Therefore, no modifications were made to the lease based upon comments received.

15. The Department finds that **26.5** mitigation credits may be awarded to this mitigation credit project and assigned to the Deschutes Water Exchange Mitigation Bank. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the **General and Middle Deschutes** zones of impact.

16. The mitigation credits expire on December 31, 2010.

17. The use and maintenance of the mitigation credits is subject to the terms and conditions of the Deschutes Water Exchange Mitigation Bank Charter.

18. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of the Final Order approving the proposed instream lease shall result in completion of the project and verification that the project is complete.

19. No precedent is set by this Final Order as to the amount of mitigation credits that may be generated by a subsequent mitigation credit project.

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease agreement conforms to the applicable provisions of OAR 690-077-0015.

This mitigation project results in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

ORDER

Therefore, it is ORDERED:

1. That the Short-Term Lease as described herein is APPROVED.

2. The former place of use shall no longer receive water as part of these rights during the term of the lease.

3. The lease shall terminate on October 31, 2010. The lessor and lessee shall have the option of terminating the lease with written notice to the Department provided to both the Salem office and Watermaster office. Written notice of termination of a lease must be provided by all lessors and the lessee. The written notice to Salem office must include original signatures.

The notice to the Watermaster office may be made by fax or e-mail. The lease may be terminated at any time during a calendar year. However, if the termination request is received after the period of allowed use has begun for the water right(s) being leased, water may not be used under the right(s) leased until the following calendar year.

4. **Final Award of Deschutes Basin Mitigation Credits:** Issuance of this Final Order results in completion of the project and verification by the Department that the project is complete. The Department concludes that the mitigation credit project is awarded mitigation credits, as described above, pursuant to OAR 690-521-0400 and ORS 537.746. Mitigation Credits, in the amount of **26.5** credits, as described herein, are awarded to this mitigation project and assigned to the Deschutes Water Exchange Mitigation Bank. Mitigation Credits may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the **General and Middle Deschutes** zones of impact.

5. Mitigation credits are valid until used (or until they expire or are terminated) to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

6. The mitigation credits shall expire on December 31, 2010.

7. The use and maintenance of the mitigation credits shall be subject to the terms and conditions of the Deschutes Water Exchange Mitigation Bank Charter.

Dated at Salem, Oregon this 31ST day of July 2006.

FOR Phillip C. Ward, Director

Mailing date: AUG 0 7 2006



appears to be irrigated

Date

T15S R13E Sec 20
SE SE lot 300

Laura Wilke

From: Leslie Clark [transfers@coid.org]
Sent: Wednesday, December 03, 2008 8:59 AM
To: Laura Wilke
Subject: T-10544
Attachments: Chuck Nichols.vcf; COID-6.pdf

Here you go!

Leslie Clark
Water Transfer Specialist
Central Oregon Irrigation District
1055 SW Lake Court
Redmond, OR 97756
541 504-7576

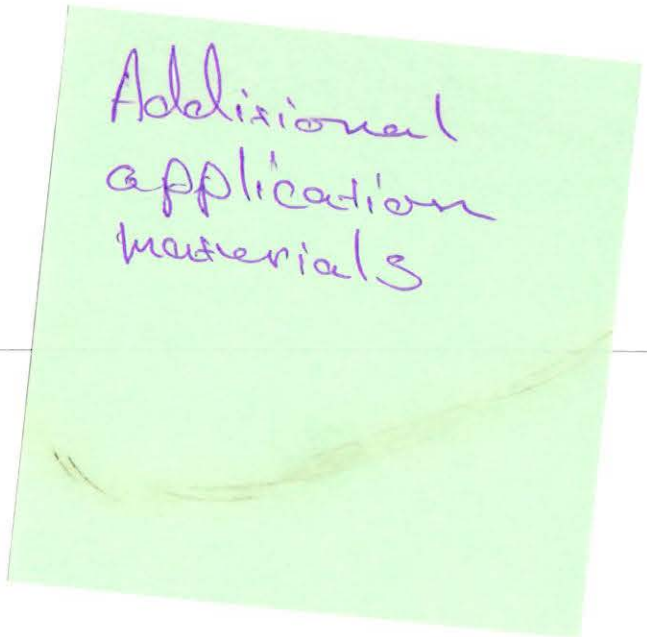
From: Chuck Nichols [mailto:chuckn@ameri-title.com]
Sent: Wednesday, December 03, 2008 8:29 AM
To: 'Leslie Clark'
Subject: RE: Special rpt

Hello Leslie,

I have attached a signed copy, and we have changed our template so all future reports will contain the signature line. If you have any questions or need additional information please feel free to contact me.

Thank you!

Chuck Nichols
Title Officer
AmeriTitle
15 Oregon Ave.
Bend, Oregon 97701
dir: (541)617-6475
fax: (541)389-0506



AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT PUBLIC RECORD REPORT

THIS REPORT IS FOR THE EXCLUSIVE USE OF:

Central Oregon Irrigation District
1055 SW Lake Court
Redmond OR 97756
Attn: Leslie Clark

Date Prepared : November 21, 2008
Report #1
Title Officer : Chuck Nichols

CONDITIONS, STIPULATIONS AND DEFINITIONS

(I) Definitions:

(a) "Customer": The person or persons named or shown on this cover sheet
(b) "Public records": Those records which by the laws of the state of Oregon impart constructive notice of matters relating to said land.
(c) "Land": The land specifically described in this public record report and improvements affixed thereto which by law constitute real property.

(II) Liability of AmeriTitle:

(a) This Is Not A Commitment To Issue Title Insurance And Does Not Constitute A Policy Of Title Insurance.

(b) The liability of AmeriTitle for errors or omissions in this public record report is limited to the amount of the fee paid by the customer, provided, however, that AmeriTitle has no liability in the event of no actual loss to the customer.

(c) No costs (including without limitation attorney fees and other expenses) of defense, or prosecution of any action, is afforded to the customer.

(III) Report Entire Contract:

Any right or action or right of action that the customer may have or may bring against AmeriTitle arising out of the subject matter of this report must be based on the provisions of this report. No provision or condition of this report can be waived or changed except by a writing signed by an authorized officer of AmeriTitle. By accepting this form report, the customer acknowledges and agrees that the customer has elected to utilize this form of public record report and accepts the limitation of liability of AmeriTitle as set forth herein.

Irrigation District Public Record Report
Conditions, Stipulations and Definitions, continued...

(IV) Fee:

The fee charge for this Report does not include supplemental reports, updates or other additional services of AmeriTitle.

REPORT

Effective Date: March 7, 2006
Reference: COID-6

A. The Land referred to in this public record report is located in the County of Deschutes, State of Oregon, and is described as follows:

A parcel of land situate in and being the North Half of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter (N1/2NW1/4SW1/4SE1/4) of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at a 1" pin at the South Quarter corner of said Section 5, Township 15 South, Range 13, East of the Willamette Meridian, the initial point; thence North 00°40'32" East along the Westerly line of said SE1/4, 992.41 feet to a 1/2" pipe and the True Point of Beginning; thence North 00°40'32" East along said line of the SE1/4, 330.80 feet to a 3/4" pipe at the NW corner of said SW1/4SE1/4; thence South 89°58'03" East along the Northerly line of said SW1/4SE1/4, 659.68 feet to a 1/2" pipe; thence South 00°41'11" West, along the Easterly line of said NW1/4SW1/4SE1/4, 330.60 feet to a 1/2" pipe; thence North 89°59'08" West along the Southerly line of said N1/2NW1/4SW1/4SE1/4, 659.62 feet to the Point of Beginning.

B. As of the Effective Date and according to the public records, we find the last deed of record runs to:

DUANE WHIPPLE and KRISTEEN M. WHIPPLE, as tenants by the entirety

C. As of the Effective Date and according to the public records, the Land is the subject of the following chain of conveyances and contracts to convey title during the period beginning on the recording date of the earliest recorded instrument shown below and ending on the recording date of the Latest recorded instrument shown below:

Instrument	:	Warranty Deed
Recorded	:	December 27, 2001
Document No.	:	2001-64010, Deschutes County Records
Grantor	:	Todd Springer and Andrea Springer, Husband and Wife
Grantee	:	Duane Whipple and Kristeen M. Whipple, Husband and Wife

Instrument	:	Quitclaim Deed for Transfer of Interest in a Water Right
Recorded	:	March 7, 2006
Document No.	:	2006-15589, Deschutes County Records
Grantor	:	Duane Whipple and Kristeen M. Whipple
Grantee	:	Central Oregon Irrigation District (COID)

AmeriTitle

By: _____
Chuck Nichols, Title Examiner
CN:kg

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

Laura Wilke

From: Leslie Clark [transfers@coid.org]
Sent: Wednesday, November 19, 2008 1:46 PM
To: Laura Wilke; 'Zach Tillman'
Subject: RE: T-10544 - follow up letter to DPD
Attachments: T-10544_Arrowood.PDF

Laura,

Attached is a scan of the Arrowood quitclaim deed. Zach or I will order a ROLI for the Whipple water and get it to you as soon as we are able.

Thank you,

Leslie

Leslie Clark
Water Transfer Specialist
Central Oregon Irrigation District
1055 SW Lake Court
Redmond, OR 97756
541 504-7576

From: Laura Wilke [mailto:snedaklk@wrd.state.or.us]
Sent: Wednesday, November 19, 2008 8:40 AM
To: Zach Tillman; Leslie Clark
Subject: T-10544 - follow up letter to DPD

Good Morning to you both!

Please find attached a follow up letter to the information requested in the cover letter for the DPD. The contractor reviewed the materials you guys submitted and found a couple of things that need to be addressed. Please give me a call if you have any questions.

Thanks, Laura

Laura Wilke
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

_____ NOD32 3625 (20081119) Information _____

This message was checked by NOD32 antivirus system.
http://www.eset.com

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2005-53924

$46.00

00389161200500539240050054

08/16/2005 10:01:36 AM

D-D Cnt=1 Stn=3 PAM
$20.00 $11.00 $10.00 $5.00

DESCHUTES COUNTY CLERK

CERTIFICATE PAGE

This page must be included
if document is re-recorded.
Do Not remove from original document.

MAIL TAX STATEMENT
TO: NO CHANGE

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

CENTRAL OREGON IRRIGATION DISTRICT

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Chet Antonsen as to Parcel I and Parcel II and Parcel V; Floyd C. Antonsen aka Chet Antonsen as to Parcel III and Parcel IV, releases and quitclaims to Central Oregon Irrigation District all rights, title and interest in the following: Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 14.70 acres of Central Oregon Irrigation District water rights that are appurtenant to the lands listed in Exhibit A, to Central Oregon Irrigation District. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-17NW NW 1302 (6.70 acres irrigation); 15-13-17 NW NW 1304 (2.0 acres irrigation); 15-13-17 NW NW 1306 (1.0 acres irrigation); 15-13-17 NW NW 1307 (4.0 acres irrigation); 15-13-17 NW NW 1308 (1.0 acres irrigation).

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

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

Grantor shall remain liable for any district assessment or charges pertaining to the 14.70 acres of water rights incurred until the date of signing and subsequent completion of the transfer of water.

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

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

Grantor:

Chet Antonsen _____ Date 8-3-05

Chet Antonsen

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on Aug. 3, 2005 by Chet Antonsen.

Janet E. Read
Notary Public

OFFICIAL SEAL
JANET E READ
NOTARY PUBLIC-OREGON
COMMISSION NO. 357003
MY COMMISSION EXPIRES APR. 23, 2008

© Central Oregon Irrigation District 2005

Approved:

_____ Date 8 Aug. 2005

Steven C. Johnson Secretary-Manager Central Oregon Irrigation District

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on August 8, 2005 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

_____
Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC - OREGON
COMMISSION NO. 364438
MY COMMISSION EXPIRES FEB. 5, 2006

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I

In Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon: Section Seventeen (17): The North Half of the Northwest Quarter of the Northwest Quarter (N1/2NW1/4NW1/4), lying and being Westerly of the Central Oregon Irrigation District lateral C-5 running through said premises.

EXCEPTING a parcel of land in a portion of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section 17, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Commencing at the Northwest corner of said Section 17, marked by a brass cap, the initial point; thence South 00°18'58" West, along the West line of the said Section 17, 670.33 feet to a ½" pipe; thence North 89°52'20" East, along an existing fence line, 263.00 feet to the point of beginning, marked by a ½" pipe; thence North 00°18'58" East, 140.00 feet; thence South 89°59'04" East, parallel to the North line of the Northwest Quarter (NW1/4), 414.83 feet to the Center line of the Central Oregon Irrigation District's sub-lateral "C-5"; thence South 10°32'22" West, along the center line of said "C-5", 143.76 feet; thence South 89°52'16" West, along the existing fence line, 379.05 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion dedicated to the public by Declaration of Dedication recorded July 11, 1980, in Book 324, Page 769, of Deschutes County Deed Records.

PARCEL II

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

Section 17: A tract of land lying in the South Half of the Northwest Quarter of the Northwest Quarter (S1/2NW1/4NW1/4) of Section 17 more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 17; thence North 00°20'02" East, along the West line of said Section 17, 329.51 feet to the true point of beginning for this description; thence North 85°12'00" East, 408.60 feet; thence North 2° 18'29" West 296.21 feet to the North line of the South Half of the Northwest Quarter of the Northwest Quarter of said Section 17; thence North 89°59'07" West along said North line, 393.31 feet to the West line of said Section 17; thence South 00°20'03" West along the said West line, 330.27 feet to the true point of beginning.

PARCEL III

A tract of land lying in the South Half of the Northwest Quarter of the Northwest Quarter (S1/2NW1/4NW1/4) of Section Seventeen (17) South, Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at the Southwest corner of the NW1/4NW1/4 of Section 17; thence North 0°20'03" East, along the West line of said Section 17, 329.51 feet; thence North 85°12'00" East, 408.60 feet to the Point of Beginning for this description; thence North 2°18'29" West, 296.21 feet to the North line of the S1/2NW1/4NW1/4 of said Section 17; thence South 89°59'07" East, along said North line, 241.35 feet to the Westerly right of way line of the Central Oregon Irrigation sub-lateral C-5; thence South 15°12'44" West, along said right of way line, 287.42 feet; thence South 85°12'00" West, 152.97 feet to the Point of Beginning.

PARCEL IV

A tract of land lying in the South Half of the Northwest Quarter of the Northwest Quarter of Section Seventeen (17), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the Southwest Corner of the NW1/4 of the NW1/4 of said Section 17; thence North 00°20'03 East, along thw West line of said Section 17, 329.51 feet; thence North 85°12'00" East 561.57 feet to the westerly right of way line of the Central Oregon Irrigation sublateral C-5; thence South 15°12'44" West, along said right of way line, 231.97 feet; thence continuing along said right of way line, South 0°31'17" East, 152.45 feet to the South line of the NW1/4 of the NW1/4 of said Section 17; thence South 89°58'37" West, along said South line, 502.04 feet to the point of beginning.

EXCEPTING therefrom that portion dedicated to the City of Redmond, recorded March 18, 2004, in Volume 2004, Page 14593, Deschutes County Records.

PARCEL V

A parcel of land in a portion of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section Seventeen (17), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at the Northwest corner of said Section 17, marked by a brass cap, the initial point; thence South 00°18'58" West, along the West line of the said Section 17, 670.33 feet to a 1/2" pipe; thence North 89°52'20" East, along an existing fence line 263.00 feet to the point of beginning, marked by a 1/2" pipe; thence North 00°18'58" East, 140.00 feet; thence South 89°59'04" East, parallel to the North line of the Northwest Quarter (NW1/4), 414.83 feet to the center line of the Central Oregon Irrigation District's sub-lateral "C-5"; thence South 10°32'22" West, along the center line of said "C-5", 143.76 feet; thence South 89°52'16" West, along an existing fence line 379.05 feet to the point of beginning.

RECEIVED
AUG 25 2008
WATER RESOURCES DEPT
SALEM, OREGON

Western Title & Escrow
Corporate & Administrative Offices
450 SW Powerhouse Dr., Suite 429
Bend OR 97702 tel / 541.389.5751

August 20, 2008

Water Resources Department
725 Summer Street NE Suite A
Salem OR 97301-1271

Re: Instream Transfer Application T-10544 and Mitigation Credit Project MP-113

Gentlemen:

I am in receipt of your letter to Deschutes River Conservancy and Central Oregon Irrigation District regarding this issue, specifically the requirement that our company execute consent to transfer as part of this process. You have correctly identified the position of the trustee in a trust deed as having the power of sale. However, that power of sale is limited to commencing foreclosure actions if the grantor is in default.

The position of a trustee in this context is passive and is identified in ORS 86.790 relevant portions are set forth below (in particular see paragraph 7):

86.790 Qualifications of trustee; appointment of successor trustee; duty of trustee. (1) The trustee of a trust deed under ORS 86.705 to 86.795 shall not be required to comply with the provisions of ORS chapters 707 and 709 and shall be:

(4) A trustee or successor trustee is a necessary and proper party to any proceeding to determine the validity of or enjoin any private or judicial proceeding to foreclose a trust deed, but a trustee or successor trustee is neither a necessary nor a proper party to any proceeding to determine title to the property subject to the trust deed, or to any proceeding to impose, enforce or foreclose any other lien on the subject property.

(5) Nothing in ORS 86.705 to 86.795 imposes a duty on the trustee or successor trustee to notify any person of any proceeding with respect to such person, except a proceeding initiated by the trustee or successor trustee.

(6) A trustee or the attorney for the trustee or any agent designated by the trustee or the attorney may announce and accept a bid from the beneficiary whether or not the beneficiary is present at the sale.

(7) The trustee or successor trustee shall have no fiduciary duty or fiduciary obligation to the grantor or other persons having an interest in the property subject to the trust deed. The trustee or successor trustee shall not be relieved of the duty to reconvey the property subject to the trust deed to the grantor upon request for reconveyance by the beneficiary.

As can be seen by the above quoted statutes, there is no need for the trustee in a trust deed to execute consent to transfer any rights in and to the real estate.

If you require any further information, please feel free to contact me.

Thank you,

/s/ Julie M. Fisher

Julie M. Fisher, Sr. Title Officer
Western Title & Escrow

cc: Deschutes River Conservancy/Zachary Tillman
Central Oregon Irrigation District/Steve Johnson

RECEIVED
AUG 25 2008
WATER RESOURCES DEPT
SALEM, OREGON

Laura Wilke

From: Leslie Clark [lesliec@coid.org]

Sent: Tuesday, August 26, 2008 2:41 PM

To: Laura Snedaker

Cc: 'Zach Tillman'

Subject: T-10544

Attachments: Chilcott.PDF; Clarke.PDF; Whipple.PDF; Chilcott-QD.PDF; Western Title-Trustee consent_08-08; T-10544_map chgs.pdf; WASABI corrected legal_T-10544.pdf; Noah corrected legal_T-10544.pdf; T-10544_WASABI QD_corrected.pdf; T-10544_Noah QD_corrected.pdf

Hi Laura,

I'm working my way through the issues addressed in your August 6, 2008 cover letter. I numbered your bullet points to make it easier to reference:

1.
   a. Arrowood 15-13-30 NW SE 600; see T-10224, OWRD issued an F.O. on this transfer that included 3.45 acres of water from the same quitclaim. This current transfer includes the same documentation as submitted on T-10224.
   b. Arrowood 15-13-17 NW NW 1302, 1304, 1306, 1307, 1308. There are 3 quitclaims associated with this water right; #2005-53924 Antonsen to COID, signed in conjunction with a water transfer and sale agreement to sell to a 3rd party, recorded 8/16/05 with a ROLI dated 7/21/05. If you read this QD you will note that Antonsen remained responsible for District assessment until a future water sale. This was a process approved by our Board of Directors to address development land that was prior to a Board decision allowing the District to purchase large quantities of water outright prior to District signature on a development plat. QD #2006-35859 Antonsen (with COID signed approval) to Arrowood Development (complying with water transfer and sale agreement between Antonsen & COID and relieving Antonsen of assessment responsibility); QD #2007-47286 Arrowood to COID.
   c. Chilcott QD #2006-35860 recorded 5/24/06 with a ROLI dated 3/30/05. Attached is a current Deschutes County Tax Collector statement verifying Chilcott is still the owner of the property. This was acceptable evidence on T-10224 and should remain so.
   d. Suzanne Clarke QD #2007-48193 recorded 9/4/07 with a ROLI dated 5/8/07. See attached Deschutes County Tax Collector statement.

2. Whipple, QD #2006-15589 dated 3/7/06. The Grantor, Whipple did not contact us and request removal of the water until 6 days prior to the sale of the property; we did not have time to go through the normal process. I worked directly with First American Title Co (Kathy Morris) who was handling the escrow. If you read my 3/1/06 escrow instructions you will note we requested notice of pay-off of all liens; pay-off was supplied to us 3/8/06 by First American. Attached is the Statutory Warranty Deed were Whipple conveying the land to Cousins Construction Inc. on 3/7/06, immediately following the recording of our QD (see scan of the county clerk record verifying the sequence). The documents presented clearly identify the owners at the time of the QD, the legal description, and the lien pay-off (relieving the Notice requirement). The District believes a current ROLI is an unnecessary expense. Every effort was made to address ownership and lien requirements within the period of time we had to accomplish the removal. If, after reviewing the documents again OWRD still requires the ROLI please let me know.

3. Trustee Issue:
   a. Gene Hoskin – Western Title letter mailed 8/21/08; copy attached
   b. WASABI WASABI – AmeriTitle – 8/26/08 still waiting on response from AmeriTitle

4. Prescott Rice. New map attached.

5. Chilcott QD has been re-recorded with the correction to the legal description. See attached.

6. DRT Living Trust I contacted AmeriTitle (prepared ROLI) and they erred on the report. They prepared a new report with a current date and the correct legal (please note they did not review this property again for current encumbrances or changes to the legal since the initial QD). Attached are the corrected ROLI and the re-recorded QD with correction to legal.

7. WASABI WASABI. I contacted AmeriTitle (prepared ROLI) and they erred on the report. They prepared a new report with a current date and the correct legal (please note they did not review this property again for current encumbrances or changes to the legal since the initial QD). Attached are the corrected ROLI and the re-recorded QD with correction to legal.

8. MAP ISSUES.

    a. 15-13-08 SW SW: map corrected and attached
    b. 15-13-08 SE SW: map corrected and attached
    c. 15-13-09 NW NW: map corrected and attached – T-10259 removing 2.33 ordered on 5/2008 is not be reflected on this map
    d. 15-13-17 NW NW: map corrected and attached

9. Please issue the mitigation credits jointly to DRC and COID.

I'm still waiting on a letter from AmeriTitle in regard to bullet # 3b. Please let me know if we have covered on the issues or if you need anything additional.

Thank you,

Leslie Clark
Water Transfer Specialist
Central Oregon Irrigation District
1055 SW Lake Court
Redmond, OR 97756
541 504-7576

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

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

Attn: LESLIE CLARK

August 22, 2008
Title Number : 099887
Title Officer : DEBBY DAVIDSON
Fee : $150.00

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

See Attached Exhibit "A"

and dated as of May 7, 2007 at 7:30 a.m.

We find that the last deed of record runs to:

WASABI WASABI, LLC, an Oregon Limited Liability Company

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $2,345,000.00
   Dated: August 11, 2006
   Recorded: August 17, 2006
   Volume-Page: 2006-56258, Deschutes County Records
   Grantor: Wasabi Wasabi, L.L.C., an Oregon Limited Liability Co.
   Trustee: Western Title & Escrow
   Beneficiary: Columbia River Bank
   (Said Deed of Trust is a Line of Credit Deed of Trust)

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 05 00 00302
Account No. [redacted]

NOTE: The 2006-2007 Taxes: $3,885.37, Paid in full.

City Liens, if any, of the city of Redmond. (No inquiry has been made, and if search Is requested, a charge of $15.00 will be added.)

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

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

AmeriTitle

By: _____
Debby Davidson, Title Examiner
DD:kg

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

EXHIBIT "A"
LEGAL DESCRIPTION

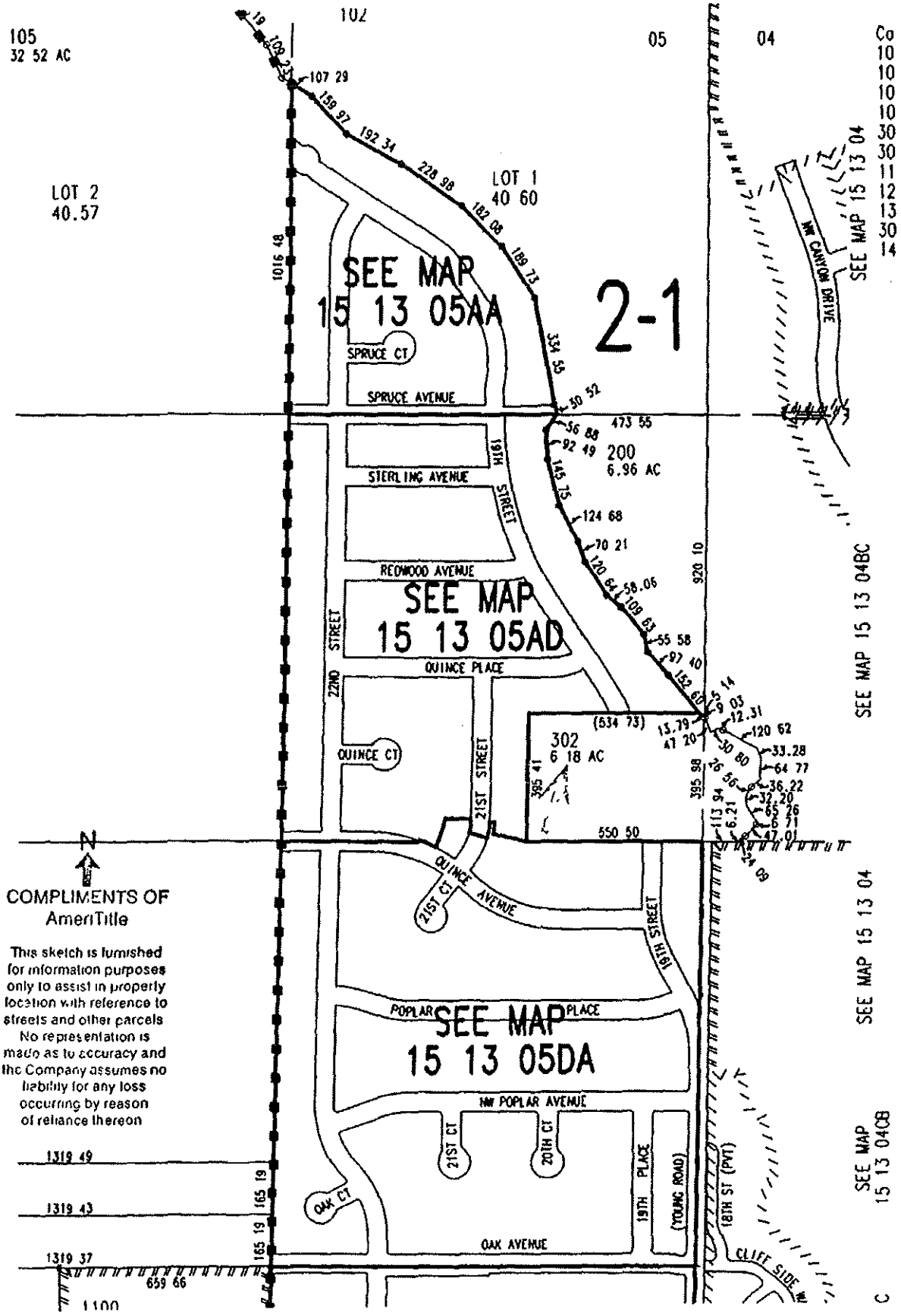
Located in the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section Five (5), and Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section Four (4), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a bolt monumenting the East Quarter (E1/4) corner of Section 5, Township 15 South, Range 13, E.W.M., the initial point as well as the true point of beginning; thence North 00°36'02" East along the East line of the NE1/4 of said Section 5, 396.00 feet to the North line of a parcel of land described in Deschutes County Deeds, Book 48, Page 273; thence North 89°53'57" West along said North line 550.02 feet; thence South 00°36'02" West, 396.00 feet to the South line of the SE1/4 of said NE1/4; thence South 89°53'57" East along said South line 550.02 feet to the point of beginning.

TOGETHER WITH: Commencing at a bolt monumenting the West Quarter (W1/4) corner of Section Four (4), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, the initial point, as well as the true point of beginning; thence along the South line of the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) South 89°54'24" East, 113.94 feet to a point on the West canyon rim marked by a 5/8" diameter rebar with yellow plastic cap marked "AES"; thence leaving said South line along said West canyon rim the following 15 courses marked by 5/8" diameter rebar with yellow plastic cap marked "AES";

North 22°23'14" West, 6.21 feet to an angle point on said rim;
North 58°49'05" East, 24.09 feet to an angle point on said rim;
North 45°33'27" East, 47.01 feet to an angle point on said rim;
North 31°47'27" East, 6.71 feet to an angle point on said rim;
North 32°05'19" West, 65.26 feet to an angle point on said rim;
North 01°01'17" East, 32.20 feet to an angle point on said rim;
North 33°24'17" East, 26.56 feet to an angle point on said rim;
North 53°01'29" East, 36.22 feet to an angle point on said rim;
North 02°15'01" East, 64.77 feet to an angle point on said rim;
North 23°10'46" West, 33.28 feet to an angle point on said rim;
North 59°59'36" West, 120.62 feet to an angle point on said rim;
North 65°49'14" West, 12.31 feet to an angle point on said rim;
South 65°37'25" West, 30.80 feet to an angle point on said rim;
North 21°39'30" West, 47.20 feet to an angle point on said rim;
North 17°56'20" West, 9.03 feet to a point on the West line of said SW1/4NW1/4; thence along the West line of said SW1/4NW1/4 South 00°37'39" West, 388.92 feet to the true point of beginning.

EXCEPTING THEREFROM: Commencing at a bolt monumenting the East Quarter (E1/4) corner of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon; thence along the East line of Section 5 North 00°37'39" East, 388.92 feet to a point on the West canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "AES", the true point of beginning; thence along the West canyon rim North 17°56'20" West, 5.14 feet to an angle point on the West canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "AES"; thence continuing along said canyon rim North 80°47'55" West, 13.79 feet to a point on said canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "LS2527"; thence leaving said canyon rim South 89°51'33" East, 15.27 feet to a point on the East line of said Section 5; thence along said East line South 00°37'39" West, 7.06 feet to the true point of beginning.



105
32 52 AC
102
05
04
Co
10
10
10
10
10
30
30
11
12
13
30
14
LOT 2
40.57
LOT 1
40 60
SEE MAP
15 13 05AA
2-1
SPRUCE CT
SPRUCE AVENUE
STERLING AVENUE
19TH STREET
REDWOOD AVENUE
SEE MAP
15 13 05AD
22ND STREET
QUINCE PLACE
QUINCE CT
21ST STREET
200
6.96 AC
302
6 18 AC
(534 73)
550 50
QUINCE AVENUE
21ST CT
19TH STREET
POPLAR PLACE
SEE MAP
15 13 05DA
NW POPLAR AVENUE
21ST CT
20TH CT
OAK CT
OAK AVENUE
19TH PLACE
(YOUNG ROAD)
18TH ST (PVT)
CLIFF SIDE
NW CANYON DRIVE
SEE MAP 15 13 04
SEE MAP 15 13 04BC
SEE MAP 15 13 04
SEE MAP
15 13 04CB
1016 48
473 55
920 10
395 98
1319 49
1319 43
1319 37
165 19
659 66
1100
N
COMPLIMENTS OF
AmeriTitle
This sketch is furnished for information purposes only to assist in property location with reference to streets and other parcels No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon

IRRIGATION DISTRICT

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2007-29099

$41.00

00550015200700290990030033

05/23/2007 10:00:04 AM

D-D Cnt=1 Stn=3 PG
$15.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

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

Grantor, WASABI WASABI, LLC, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands described in Exhibit "A" ("Subject Lands") attached and incorporated herewith and commonly known as: 15-13-05 SE NE 302, release their claim and responsibility for 4.5 acres of COID water rights that are appurtenant to the Subject Lands, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 4.50 acres of water rights incurred.

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

Re-record 2007-29099 to correct legal description

Consideration for this Quitclaim: $4,500.00

Grantor:

_____ Date 5-18-07
Hayden H. Watson for WASABI WASABI, LLC

Monica L Endsley Date 5/18/07
Monica L. Endsley for WASABI WASABI, LLC

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 18th, 2007 by Hayden H. Watson as member for WASABI WASABI, LLC.

OFFICIAL SEAL
KIMBERLY GUTHRIE
NOTARY PUBLIC - OREGON
COMMISSION NO. 370022
MY COMMISSION EXPIRES JULY 18, 2007

Kimberly Guthrie
Notary Public

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 18th, 2007 by Monica L. Endsley as member for WASABI WASABI, LLC.

OFFICIAL SEAL
KIMBERLY GUTHRIE
NOTARY PUBLIC - OREGON
COMMISSION NO. 370022
MY COMMISSION EXPIRES JULY 18, 2007

Kimberly Guthrie
Notary Public

Grantee:

Date 21 May, 2007

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 21, 2007 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

Notary Public

© Central Oregon Irrigation District 2007

EXHIBIT "A"
LEGAL DESCRIPTION

Description of a parcel of land situated in a portion of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a bolt monumenting the East Quarter (E1/4) corner of Section 5, Township 15 South, Range 13, E.W.M., the initial point as well as the true point of beginning; thence North 00°36'02" East along the East line of the NE1/4 of said Section 5, 396.00 feet to the North line of a parcel of land described in Deschutes County Deeds, Book 48, Page 273; thence North 89°53'57" West along said North line 550.02 feet; thence South 00°36'02" West, 396.00 feet to the South line of the SE1/4 of said NE1/4; thence South 89°53'57" East along said South line 550.02 feet to the point of beginning.

TOGETHER WITH: Commencing at a bolt monumenting the West Quarter (W1/4) corner of Section Four (4), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, the initial point, as well as the true point of beginning; thence along the South line of the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) South 89°54'24" East, 113.94 feet to a point on the West canyon rim marked by a 5/8" diameter rebar with yellow plastic cap marked "AES"; thence leaving said South line along said West canyon rim the following 15 courses marked by 5/8" diameter rebar with yellow plastic cap marked "AES";

North 22°23'14" West, 6.21 feet to an angle point on said rim;
North 58°49'05" East, 24.09 feet to an angle point on said rim;
North 45°33'27" East, 47.01 feet to an angle point on said rim;
North 31°47'27" East, 6.71 feet to an angle point on said rim;
North 32°05'19" West, 65.26 feet to an angle point on said rim;
North 01°01'17" East, 32.20 feet to an angle point on said rim;
North 33°24'17" East, 26.56 feet to an angle point on said rim;
North 53°01'29" East, 36.22 feet to an angle point on said rim;
North 02°15'01" East, 64.77 feet to an angle point on said rim;
North 23°10'46" West, 33.28 feet to an angle point on said rim;
North 59°59'36" West, 120.62 feet to an angle point on said rim;
North 65°49'14" West, 12.31 feet to an angle point on said rim;
South 65°37'25" West, 30.80 feet to an angle point on said rim;
North 21°39'30" West, 47.20 feet to an angle point on said rim;
North 17°56'20" West, 9.03 feet to a point on the West line of said SW1/4NW1/4; thence along the West line of said SW1/4NW1/4 South 00°37'39" West, 388.92 feet to the true point of beginning.

EXCEPTING THEREFROM: Commencing at a bolt monumenting the East Quarter (E1/4) corner of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon; thence along the East line of Section 5 North 00°37'39" East, 388.92 feet to a point on the West canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "AES", the true point of beginning; thence along the West canyon rim North 17°56'20" West, 5.14 feet to an angle point on the West canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "AES"; thence continuing along said canyon rim North 80°47'55" West, 13.79 feet to a point on said canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "LS2527"; thence leaving said canyon rim South 89°51'33" East, 15.27 feet to a point on the East line of said Section 5; thence along said East line South 00°37'39" West, 7.06 feet to the true point of beginning.

EXHIBIT "A"
LEGAL DESCRIPTION

Located in the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section Five (5), and Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section Four (4), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a bolt monumenting the East Quarter (E1/4) corner of Section 5, Township 15 South, Range 13, E.W.M., the initial point as well as the true point of beginning; thence North 00°36'02" East along the East line of the NE1/4 of said Section 5, 396.00 feet to the North line of a parcel of land described in Deschutes County Deeds, Book 48, Page 273; thence North 89°53'57" West along said North line 550.02 feet; thence South 00°36'02" West, 396.00 feet to the South line of the SE1/4 of said NE1/4; thence South 89°53'57" East along said South line 550.02 feet to the point of beginning.

TOGETHER WITH: Commencing at a bolt monumenting the West Quarter (W1/4) corner of Section Four (4), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, the initial point, as well as the true point of beginning; thence along the South line of the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) South 89°54'24" East, 113.94 feet to a point on the West canyon rim marked by a 5/8" diameter rebar with yellow plastic cap marked "AES"; thence leaving said South line along said West canyon rim the following 15 courses marked by 5/8" diameter rebar with yellow plastic cap marked "AES";

North 22°23'14" West, 6.21 feet to an angle point on said rim;
North 58°49'05" East, 24.09 feet to an angle point on said rim;
North 45°33'27" East, 47.01 feet to an angle point on said rim;
North 31°47'27" East, 6.71 feet to an angle point on said rim;
North 32°05'19" West, 65.26 feet to an angle point on said rim;
North 01°01'17" East, 32.20 feet to an angle point on said rim;
North 33°24'17" East, 26.56 feet to an angle point on said rim;
North 53°01'29" East, 36.22 feet to an angle point on said rim;
North 02°15'01" East, 64.77 feet to an angle point on said rim;
North 23°10'46" West, 33.28 feet to an angle point on said rim;
North 59°59'36" West, 120.62 feet to an angle point on said rim;
North 65°49'14" West, 12.31 feet to an angle point on said rim;
South 65°37'25" West, 30.80 feet to an angle point on said rim;
North 21°39'30" West, 47.20 feet to an angle point on said rim;
North 17°56'20" West, 9.03 feet to a point on the West line of said SW1/4NW1/4; thence along the West line of said SW1/4NW1/4 South 00°37'39" West, 388.92 feet to the true point of beginning.

EXCEPTING THEREFROM: Commencing at a bolt monumenting the East Quarter (E1/4) corner of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon; thence along the East line of Section 5 North 00°37'39" East, 388.92 feet to a point on the West canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "AES", the true point of beginning; thence along the West canyon rim North 17°56'20" West, 5.14 feet to an angle point on the West canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "AES"; thence continuing along said canyon rim North 80°47'55" West, 13.79 feet to a point on said canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "LS2527"; thence leaving said canyon rim South 89°51'33" East, 15.27 feet to a point on the East line of said Section 5; thence along said East line South 00°37'39" West, 7.06 feet to the true point of beginning.

Statement of Tax Account

DESCHUTES COUNTY TAX COLLECTOR
DESCHUTES SERVICES BUILDING
BEND OR 97701
(541) 388-6540

8/15/2008 10:40:43 AM

CHILCOTT,MICHAEL R & BRENDA L
PO BOX 1868
REDMOND, OR 97756

Tax Account #	[redacted]	Lender	Chase Manhattan Mortgage Corp - Utah
Account Status	Active	Loan #	8688000907055460
Roll Type	Real Property	Property ID	2001 151320-DB-04900
Situs Address	2645 SW 25TH ST, REDMOND 97756	Interest To	Aug 15, 2008

Tax Summary

Tax Year	Tax Type		Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2007	ADVALOREM		0.00	0.00	0.00	0.00	1,518.54	Nov 15, 2007
2006	ADVALOREM		0.00	0.00	0.00	0.00	1,502.19	Nov 15, 2006
2005	ADVALOREM		0.00	0.00	0.00	0.00	1,379.39	Nov 15, 2005
2004	ADVALOREM		0.00	0.00	0.00	0.00	1,347.45	Nov 15, 2004
2003	ADVALOREM		0.00	0.00	0.00	0.00	1,336.89	Nov 15, 2003
2002	ADVALOREM		0.00	0.00	0.00	0.00	1,334.71	Nov 15, 2002
2001	ADVALOREM		0.00	0.00	0.00	0.00	1,265.69	Nov 15, 2001
2000	ADVALOREM		0.00	0.00	0.00	0.00	1,257.87	Nov 15, 2000
1999	ADVALOREM		0.00	0.00	0.00	0.00	1,238.50	Nov 15, 1999
1998	ADVALOREM		0.00	0.00	0.00	0.00	1,201.25	Nov 15, 1998
1997	ADVALOREM		0.00	0.00	0.00	0.00	1,169.48	Dec 15, 1997
1996	ADVALOREM		0.00	0.00	0.00	0.00	1,098.90	Nov 15, 1996
		Total	0.00	0.00	0.00	0.00		

Statement of Tax Account

DESCHUTES COUNTY TAX COLLECTOR
DESCHUTES SERVICES BUILDING
BEND OR 97701
(541) 388-6540

8/15/2008 10:43:37 AM

CLARKE, SUZANNE F
61535 S HWY 97 B-117
BEND, OR 97702

Tax Account #	[redacted]	Lender	Countrywide Home Loans
Account Status	Active	Loan #	130992747
Roll Type	Real Property	Property ID	2001 151320-DD-00300
Situs Address	2140 SW UMATILLA AVE, REDMOND 97756	Interest To	Aug 15, 2008

Tax Summary

Tax Year	Tax Type		Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2007	ADVALOREM		0.00	0.00	0.00	0.00	2,392.18	Nov 15, 2007
2006	ADVALOREM		0.00	0.00	0.00	0.00	2,366.53	Nov 15, 2006
2005	ADVALOREM		0.00	0.00	0.00	0.00	2,366.44	Nov 15, 2005
2004	ADVALOREM		0.00	0.00	0.00	0.00	2,311.63	Nov 15, 2004
2003	ADVALOREM		0.00	0.00	0.00	0.00	2,293.55	Nov 15, 2003
2002	ADVALOREM		0.00	0.00	0.00	0.00	2,269.78	Nov 15, 2002
2001	ADVALOREM		0.00	0.00	0.00	0.00	2,208.01	Nov 15, 2001
2000	ADVALOREM		0.00	0.00	0.00	0.00	2,157.93	Nov 15, 2000
1999	ADVALOREM		0.00	0.00	0.00	0.00	2,121.36	Nov 15, 1999
1998	ADVALOREM		0.00	0.00	0.00	0.00	2,060.76	Nov 15, 1998
1997	ADVALOREM		0.00	0.00	0.00	0.00	2,006.25	Dec 15, 1997
1996	ADVALOREM		0.00	0.00	0.00	0.00	1,879.30	Nov 15, 1996
		Total	0.00	0.00	0.00	0.00		

(2)

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-15590
$36.00
03/07/2006 11:55:08 AM
D-D Cnt=1 Stn=4 TRACY
$10.00 $11.00 $10.00 $5.00

After recording return to:
Cousins Construction, Inc.
PO Box 2257
Milwaukee, OR 97269

Until a change is requested all tax statements shall be sent to the following address:
Cousins Construction, Inc.
PO Box 2257
Milwaukee, OR 97269

File No.: 7062-664659 (KM)
Date: August 26, 2005

STATUTORY WARRANTY DEED

Duane Whipple and Kristeen M Whipple, as tenants by the entirety, Grantor, conveys and warrants to **Cousins Construction, Inc., an Oregon Corporation,** Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

Description of a parcel of land situate in and being the North Half of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter (N1/2 NW1/4 SW1/4 SE1/4) of Section 5, TOWNSHIP 15 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon and now to be more particularly described as follows:

Commencing at a 1" pin at the South quarter corner of said Section 5, TOWNSHIP 15 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, the initial point; thence North 00°40'32" East along the Westerly line of said Southeast Quarter, 992.41 feet to a 1/2" pipe and the true point of beginning; thence North 00°40'32" East along said line of the Southeast Quarter, 330.80 fet to a 3/4" pipe at the Northwest corner of said Southwest Quarter of the Southeast Quarter; thence South 89°58'03" East along the Northerly line of said Southwest Quarter of the Southeast Quarter, 659.68 feet to a 1/2" pipe; thence South 00°41'11" West along the Easterly line of said Northwest Quarter of the Southwest Quarter of the Southeast Quarter, 330.60 feet to a 1/2" pipe; thence North 89°59'08" West along the Southerly line of said North Half of the Northwest Quarter of the Southeast Quarter, 659.62 feet to the true point of beginning.

The true consideration for this conveyance is $799,000.00

This property is free from liens and encumbrances, EXCEPT:

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

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

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

The true consideration for this conveyance is **$799,000.00.** (Here comply with requirements of ORS 93.030)

Dated this 6 day of March, 20 06.

Duane Whipple

Kristeen M Whipple

STATE OF Oregon)
)ss.
County of Deschutes)

This instrument was acknowledged before me on this 6 day of March, 20 06 by **Duane Whipple and Kristeen M Whipple.**

OFFICIAL SEAL
KATHIE L MORRIS
NOTARY PUBLIC-OREGON
COMMISSION NO. 366108
MY COMMISSION EXPIRES APRIL 1, 2005

Notary Public for Oregon
My commission expires:

Deschutes County Clerks Office Recording System Web Query

1300 NW Wall St., Suite 200, • Bend, Oregon 97701 • P:541.388.6549 • F:541.383.4424 Log Out

Search Results (Showing 1 to 15 of 15)

Back Forward Help?

Return to Search

2006-022771-2 PDF TIF	DOC TYPE: Deed of Trust / Mortgage-Reconveyance / Release / Satisfaction DATE REC: 4/3/2006 2:21:36 PM REFERENCES: 2004-010383	
DIRECT: BAUER, H STEPHEN TRUSTEE		INDIRECT: WHIPPLE, DUANE INDIRECT: WHIPPLE, KRISTEEN M

2006-015745 PDF TIF	DOC TYPE: Deed CONSIDERATION: $530,000 DATE REC: 3/7/2006 4:02:38 PM	
DIRECT: PEWTHER, JOHN H		INDIRECT: WHIPPLE, DUANE INDIRECT: WHIPPLE, KRISTEEN
SUBDIVISION: LAKE PARK ESTATES LOT: 5 BLOCK: 20		

2006-015590 PDF TIF	DOC TYPE: Deed CONSIDERATION: $799,000 DATE REC: 3/7/2006 11:55:08 AM	
DIRECT: WHIPPLE, DUANE DIRECT: WHIPPLE, KRISTEEN M		INDIRECT: COUSINS CONSTRUCTION INC
TWN: 15 RNG: 13 SEC: 05		

2006-015589 PDF TIF	DOC TYPE: Deed CONSIDERATION: $4,524 DATE REC: 3/7/2006 11:55:08 AM	
DIRECT: WHIPPLE, DUANE DIRECT: WHIPPLE, KRISTEEN M		INDIRECT: CENTRAL OREGON IRRIGATION DISTRICT
TWN: 15 RNG: 13 SEC: 05		

2004-017107-2 PDF TIF	DOC TYPE: Deed of Trust / Mortgage-Reconveyance / Release / Satisfaction DATE REC: 3/31/2004 9:26:14 AM REFERENCES: 2002-020328	
DIRECT: MCCORD, PETER C TRUSTEE		INDIRECT: WHIPPLE, DUANE INDIRECT: WHIPPLE, KRISTEEN M

2004-010383 PDF TIF	DOC TYPE: Deed of Trust / Mortgage CONSIDERATION: $110,500 DATE REC: 2/27/2004 11:45:56 AM	
DIRECT: WHIPPLE, DUANE DIRECT: WHIPPLE, KRISTEEN M		INDIRECT: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC INDIRECT: RBC MORTGAGE CO
TWN: 15 RNG: 13 SEC: 05		

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2008-34416

$41.00

00820008200800344160040045

08/18/2008 03:29:07 PM

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

Do not remove this page from original document.

Deschutes County Clerk

Certificate Page

If this instrument is being re-recorded, please complete the following statement, in accordance with ORS 205.244:

Re-recorded to correct [give reason] _____
previously recorded in Book _____ and Page _____,
or as Fee Number _____.

CENTRAL OREGON IRRIGATION DISTRICT

41

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2006-35860

$41.00

00465833200800358600030034

05/24/2006 01:36:49 PM

D-D Cnt=1 Stn=28 SHIRLEY
$15.00 $11.00 $10.00 $5.00

169

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

MAIL TAX STATEMENT
TO: NO CHANGE

$ 3/49

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Michael R. Chilcott and Brenda L. Chilcott as tenants by the entirety, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands described as: Lot Three (3) Block Three (3) of VIEW ACRES, City of Redmond, Deschutes County, Oregon; release their claim and responsibility for 0.18 acres of COID water rights that are appurtenant to the described lands to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-20 NW SE 4900.

**EXCEPTING the Westerly 140.00 feet thereof

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 0.18 acres of water rights incurred.

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

Consideration for this Quitclaim: $180.00

Grantor:

Michael R. Chilcott Date 5-8-06

Brenda L. Chilcott Date 5-8-06

OFFICIAL SEAL
MARIA A M ANDERSON
NOTARY PUBLIC- OREGON
COMMISSION NO. 397306
MY COMMISSION EXPIRES SEPT 18, 2009

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on 05/08/2006 by Michael R. Chilcott.

Notary Public

Re-recording 2006-35860 to correct
legal description of property

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

State of Oregon)
) ss.
County of Deschutes)

OFFICIAL SEAL
MARIA A M ANDERSON
NOTARY PUBLIC- OREGON
COMMISSION NO. 397306
MY COMMISSION EXPIRES SEPT 18, 2009

This instrument was acknowledged before me on 05/08/2006 by Brenda L. Chilcott.

Notary Public

Grantee:

Date 15 May, 2006

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 15, 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

© Central Oregon Irrigation District 2006

AGREEMENT TO HOLD HARMLESS

We, Michael R. & Brenda L. Chilcott, understand that Central Oregon Irrigation District has attempted to secure consent from Chase Mortgage Co. to remove 0.18 acres of water rights appurtenant to my land legally described as: 15-13-20 NW SE 4900.

I hereby agree to hold Central Oregon Irrigation District harmless from any claims or damages resulting from the transfer of water right without consent, and request C.O.I.D. to proceed with the transfer of the water right.

Michael R. Chilcott — Date: 5-8-06

Brenda L. Chilcott — Date: 5-8-06

State of OREGON)
) ss
County of Deschutes)

OFFICIAL SEAL
MARIA A M ANDERSON
NOTARY PUBLIC- OREGON
COMMISSION NO. 397306
MY COMMISSION EXPIRES SEPT 18, 2009

Personally appeared before me this 8th day of May 2006, before me, the above named Michael R. Chilcott and acknowledge the foregoing instrument to be his voluntary act and deed.

Before me: _____
Notary public

State of OREGON)
) ss
County of Deschutes)

OFFICIAL SEAL
MARIA A M ANDERSON
NOTARY PUBLIC- OREGON
COMMISSION NO. 397306
MY COMMISSION EXPIRES SEPT 18, 2009

Personally appeared before me this 8th day of May 2006, before me, the above named Brenda L. Chilcott and acknowledge the foregoing instrument to be her voluntary act and deed.

Before me: _____
Notary public

Western Title & Escrow
Corporate & Administrative Offices
450 SW Powerhouse Dr., Suite 429
Bend OR 97702 tel / 541.389.5751

August 20, 2008

Water Resources Department
725 Summer Street NE Suite A
Salem OR 97301-1271

Re: Instream Transfer Application T-10544 and Mitigation Credit Project MP-113

Gentlemen:

I am in receipt of your letter to Deschutes River Conservancy and Central Oregon Irrigation District regarding this issue, specifically the requirement that our company execute consent to transfer as part of this process. You have correctly identified the position of the trustee in a trust deed as having the power of sale. However, that power of sale is limited to commencing foreclosure actions if the grantor is in default.

The position of a trustee in this context is passive and is identified in ORS 86.790 relevant portions are set forth below (in particular see paragraph 7):

86.790 Qualifications of trustee; appointment of successor trustee; duty of trustee. (1) The trustee of a trust deed under ORS 86.705 to 86.795 shall not be required to comply with the provisions of ORS chapters 707 and 709 and shall be:

(4) A trustee or successor trustee is a necessary and proper party to any proceeding to determine the validity of or enjoin any private or judicial proceeding to foreclose a trust deed, but a trustee or successor trustee is neither a necessary nor a proper party to any proceeding to determine title to the property subject to the trust deed, or to any proceeding to impose, enforce or foreclose any other lien on the subject property.

(5) Nothing in ORS 86.705 to 86.795 imposes a duty on the trustee or successor trustee to notify any person of any proceeding with respect to such person, except a proceeding initiated by the trustee or successor trustee.

(6) A trustee or the attorney for the trustee or any agent designated by the trustee or the attorney may announce and accept a bid from the beneficiary whether or not the beneficiary is present at the sale.

(7) The trustee or successor trustee shall have no fiduciary duty or fiduciary obligation to the grantor or other persons having an interest in the property subject to the trust deed. The trustee or successor trustee shall not be relieved of the duty to reconvey the property subject to the trust deed to the grantor upon request for reconveyance by the beneficiary.

As can be seen by the above quoted statutes, there is no need for the trustee in a trust deed to execute consent to transfer any rights in and to the real estate.

If you require any further information, please feel free to contact me.

Thank you,

/s/ Julie M. Fisher

Julie M. Fisher, Sr. Title Officer
Western Title & Escrow

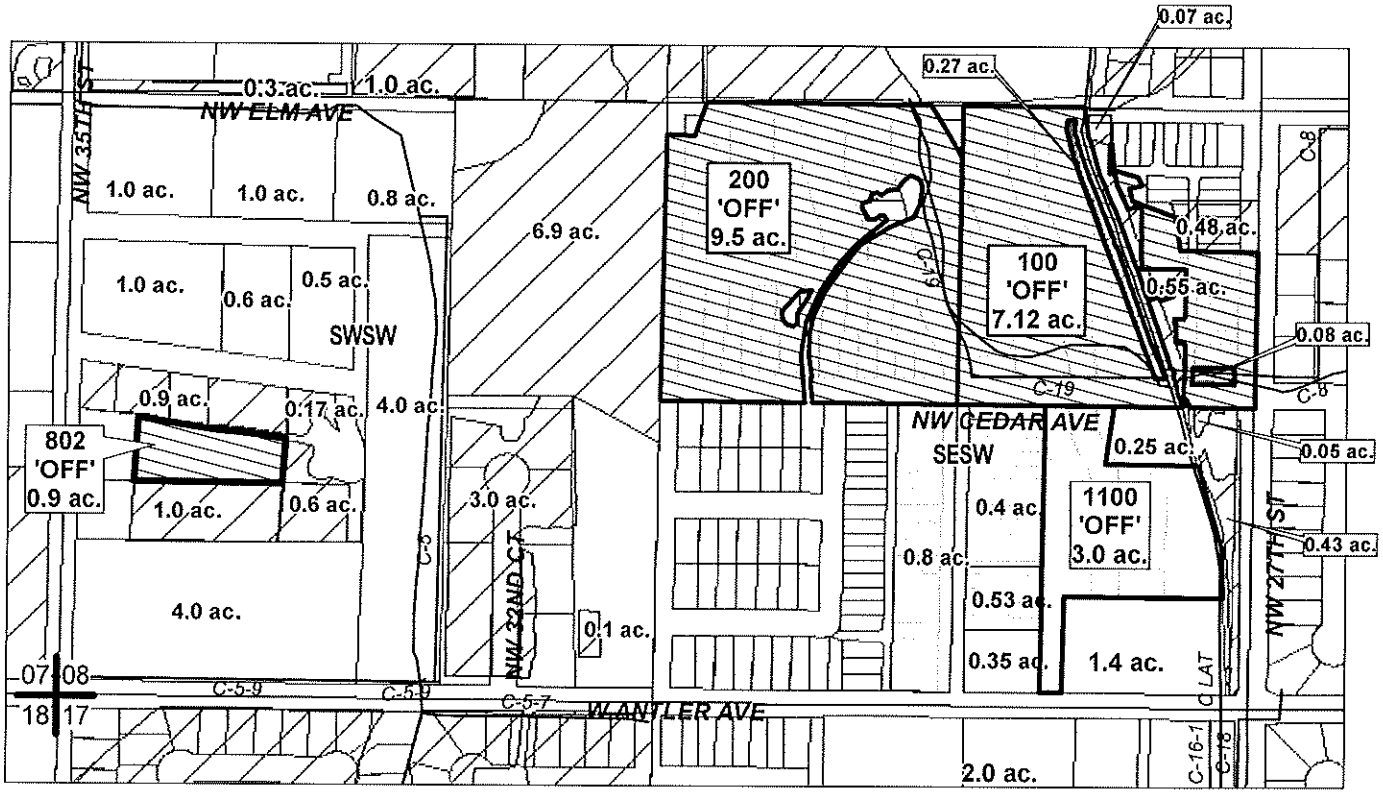
cc: Deschutes River Conservancy/Zachary Tillman
Central Oregon Irrigation District/Steve Johnson

DESCHUTES COUNTY
SEC.08 T15S R13E

SCALE - 1" = 400'

N

SW 1/4 OF THE SW 1/4; SE 1/4 OF THE SW 1/4



EXISTING WATER RIGHTS

ac. PARCELS W/ WATER RIGHTS

OFF LANDS

ac. 'OFF' LAND PARCELS

"OFF" MAP

CENTRAL OREGON IRRIGATION DISTRICT

APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 100, 200, 802, 1100 — 20.52 ACRES

DATE: 08-21-08

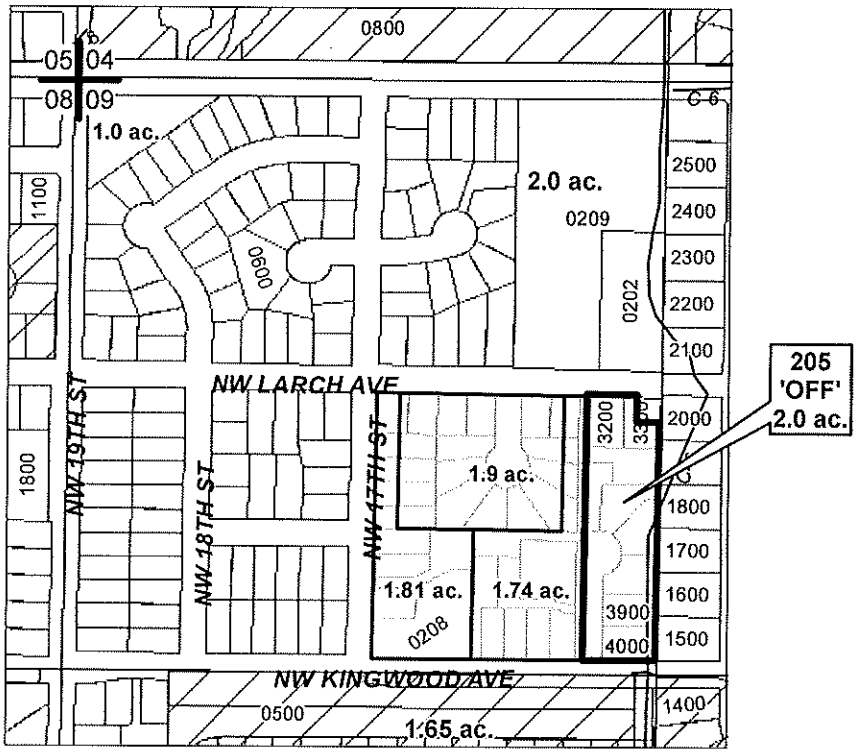
FILE:E :\TRANSFER\WRTRANS08\ DRC\151308_SSW.PDF

DESCHUTES COUNTY
SEC.09 T15S R13E

SCALE - 1" = 400'

N

NW 1/4 OF THE NW 1/4



# ac.	'OFF' LAND PARCELS
# ac.	PARCELS W/ WATER RIGHTS

"OFF" MAP

CENTRAL OREGON IRRIGATION DISTRICT

APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 205 2.0 ACRES

DATE: 08-20-08

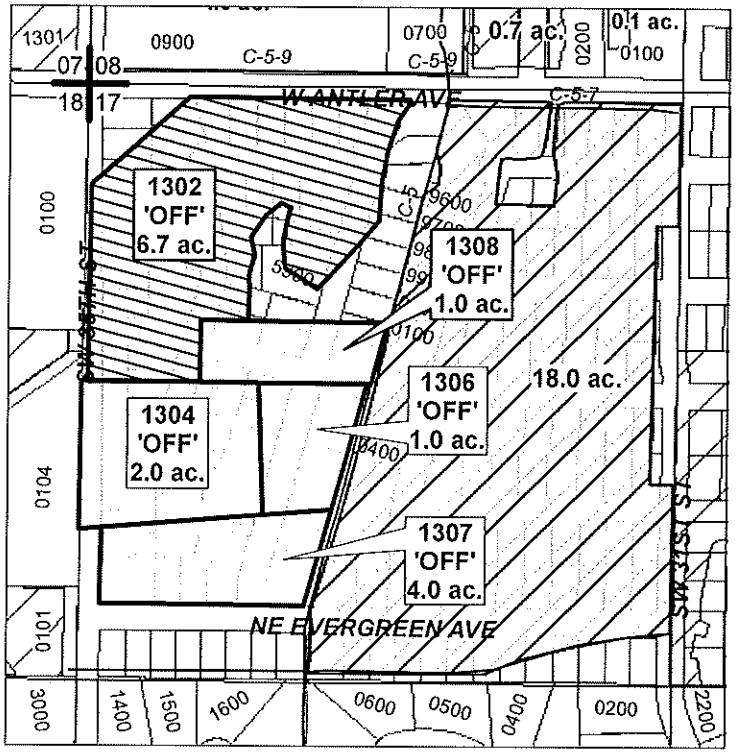
FILE:E :\TRANSFER\WRTRANS08\D RC\151309_NW\NW

DESCHUTES COUNTY
SEC.17 T15S R13E

SCALE - 1" = 400'

N

NW 1/4 OF THE NW 1/4



	EXISTING WATER RIGHTS
# ac.	PARCELS W/ WATER RIGHTS
	OFF LANDS
# ac.	'OFF' LAND PARCELS

"OFF" MAP

CENTRAL OREGON IRRIGATION DISTRICT

APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 1302,1 304, 1306,1 307, 1308 **14.7 ACRES**

DATE: 08-21-08

FILE:E :\TRANSFER\WRTRANS08\ DRC\151309_NWNW

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

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

Attn: LESLIE CLARK

August 15, 2008
Title Number : 090452
Title Officer : DEBBY DAVIDSON
Fee : $150.00

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

Lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), and Twenty (20) in Block Fifty-five (55) of HILLMAN, Deschutes County, Oregon.

and dated as of May 16, 2006 at 7:30 a.m.

We find that the last deed of record runs to:

THE DRT LIVING TRUST, UTD AUGUST 31, 2005,
DAVID L. NOAH and ROSE M. NOAH, TRUSTEES

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $38,000.00
   Dated: August 16, 1996
   Recorded: August 28, 1996
   Book-Page: 420-2883, Deschutes County Records
   Grantor: David L. Noah and Rose L. Noah, husband and wife and Ruth Noah, unmarried
   Trustee: Fidelity National Title
   Beneficiary: Equity West Home Loan, Inc., a California corporation

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-012 Map and Tax Lot Number 14 13 16CD 01101
Account No. [redacted]

NOTE: The 2005-2006 Taxes: $615.44, Paid in full.

According to the Deschutes County Assessor's Roll, the subject property does not lie within any city limit.

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

AmeriTitle

By: _____
Debby Davidson, Title Examiner
DD:kw

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

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2008-35230

$46.00

00829974200800352300050059

08/25/2008 03:38:53 PM

D-D Cnt=1 Stn=1 BN
$20.00 $11.00 $10.00 $5.00

Do not remove this page from original document.

Deschutes County Clerk

Certificate Page

If this instrument is being re-recorded, please complete the following statement, in accordance with ORS 205.244:

Re-recorded to correct [give reason] _____
previously recorded in Book _____ and Page _____,
or as Fee Number _____.

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2008-35229

$41.00

00629973200800352290040046

08/25/2008 03:38:53 PM

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

Do not remove this page from original document.

Deschutes County Clerk

Certificate Page

If this instrument is being re-recorded, please complete the following statement, in accordance with ORS 205.244:

Re-recorded to correct [give reason] _____
previously recorded in Book _____ and Page _____,
or as Fee Number _____.

CENTRAL OREGON IRRIGATION DISTRICT

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-44103
$41.00
00474476200600441030030030
06/27/2006 10:38:58 AM
D-D Cnt=1 Stn=2 LADENE
$15.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

3/4 ppr

Grantor, The DRT Living Trust, UTD August 31, 2005, David L. Noah and Rose M. Noah, Trustees, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the ~~owner of the lands~~ described as: ~~Lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18),~~ Nineteen (19), and Twenty (20) in Block ~~Two (2)~~ * of HILLMAN, Deschutes County, Oregon; release their claim and responsibility for 0.24 acres of COID water rights that are appurtenant to the described lands, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 14-13-16 SE SW 1101. * Fifty-Five (55)

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 0.24 acres of water rights incurred.

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

Re-recorded 2006-44103 to correct legal description

Consideration for this Quitclaim: $240.00

Grantor:

David Noah
David L. Noah, Trustee of the DRT Living Trust — Date 6/13/06

Rose Noah
Rose M. Noah, Trustee of the DRT Living Trust — Date 6/13/06

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on June 13, 2006 by David L. Noah, Trustee of the DRT Living Trust.

OFFICIAL SEAL
TAMI APPLEGATE
NOTARY PUBLIC- OREGON
COMMISSION NO. 360356
MY COMMISSION EXPIRES AUG 13, 2006

Tami Applegate
Notary Public

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on June 13, 2006 by Rose M. Noah, Trustee of the DRT Living Trust.



Tami Applegate
Notary Public

Grantee:

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

State of Oregon)
) ss.
County of Deschutes)

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

_____
Notary Public

© Central Oregon Irrigation District 2006

Grantee:

Priscilla Ross Date June 19, 2006

Priscilla Ross CPA, Business Manager Central Oregon Irrigation District

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on Jun 19, 2006 by Priscilla Ross as Business Manager for Central Oregon Irrigation District.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

Leslie Clark
Notary Public

© Central Oregon Irrigation District 2006

DESCHUTES RIVER CONSERVANCY

2/15/2008

Oregon Water Resources Department
Attn. Laura Snedaker
Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301

RE: PERMANENT INSTREAM TRANSFER ***FOR RESTORATION & MITIGATION*** OF 118.99 ACRES OF COID SENIOR DESCHUTES RIVER WATER RIGHTS

Dear Laura,

Enclosed please find the transfer application, supplemental forms and required documentation for the permanent instream transfer ***for Restoration and Mitigation*** of 118.99 acres of Central Oregon Irrigation District, senior Deschutes River water rights. Central Oregon Irrigation District and the Deschutes River Conservancy are co-applicants in this transfer.

Note that some of the water rights in this transfer are currently leased instream and the leases must be cancelled prior to Final Order for this permanent transfer. Also note that 22.14 acres involved in this transfer are restoration acres for National Fish & Wildlife Foundation (NFWF) and will NOT generate any mitigation. The instream reach for these acres extends to the mouth of the Deschutes River (see Exhibit C).

It is the intention of the co-applicants that this transfer application be processed using Receipts Authority, thus expediting the process to the greatest extent possible. Once the application has been received and assigned a transfer number, it will be sent to contractors for bids to process the application using receipts authority. It is my understanding that we may reasonably expect these bids/estimates within 2 weeks of submitting the transfer to OWRD.

Also included is the required transfer fee of $625.00 ($500.00 application fee, plus $125.00 for Receipts Authority bid processing). Please feel free to contact me via email or by phone if you have questions regarding this, or other transfer applications. Thank you.

Best Regards,

Zachary Tillman, DRC
541-382-4077 x.21
zach@deschutesriver.org

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

700 NW Hill Street • Bend, Oregon 97701
(P.O. Box 1560 • 97709)
541.382.4077 • Fax 541.382.4078
www.deschutesriver.org / info@deschutesriver.org

WPT13
T 10544

Partial Mitigation Project
96.85 acres → Mitigation } 118.99 acres
22.14 acres → Restoration

Original Application

ter Resources Department
r Street NE, Suite A
on 97301-1266
0900
state.or.us

Application for Water Right
Transfer

in dark ink. If your application is incomplete or inaccurate, we will return it to you. If any s not apply to your application, insert "N/A" to indicate "Not Applicable." As you complete this form, p otes and guidance included on the application. A summary of review criteria and procedures that are generally applicable to these applications is available at www.wrd.state.or.us/OWRD/PUBS/forms.shtml.

1. TYPE OF TRANSFER APPLICATION

Please check one

- ☐ Permanent Transfer
- ☐ Temporary Transfer (1 to 5 yrs.)
  - total number of years: ____
  - (begin year: _____)
  - (end year: _____)
- ☑ Instream Transfer
  - ☑ Permanent
  - ☐ Time-Limited
- ☐ Drought Transfer
- ☐ Other

2. APPLICANT INFORMATION

Name: Deschutes River Conservancy & Central Oregon Irrigation District
(First / Last)

Address: 700 NW Hill St.

Bend (City) OR (State) 97701 (Zip)

Phone: 541-382-4077 x21
(Home / Work / Other)

Fax: 541-382-4078 E-Mail address: zach@deschutesriver.org

3. AGENT INFORMATION

(The agent listed is authorized to represent the applicant in all matters relating to this transfer application.)

Name: _____
(First / Last)

Address: _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

_____
(City / State / Zip)

Phone: _____
(Home / Work / Other)

Fax: _____ E-Mail address: _____

- If an agent is listed above, please check ***one*** of the following:
  - ☐ Please send all correspondence to Agent. Send *copies* of correspondence to Applicant; ***or***
  - ☐ Please send all correspondence to Applicant. Send *copies* of correspondence to Agent.

4. PROPOSED CHANGE(S) TO WATER RIGHT(S)

- List **all** water rights to be affected by this transfer. Indicate the certificate, permit, decree or other identifying number(s) in the table below: *(Attach additional pages as necessary.)*

	Application / Decree	Permit / Previous Transfer	Certificate
1.			83571
2.			
3.			
4.			
5.			
6.			

- Attach a **separate** ***Supplemental Form A*** *(Description of Proposed Change(s) to a Water Right)* for **each** water right listed above.
- Check **all** proposed change(s) included in this transfer application:

☐ Place of Use ☐ Point of Diversion (POD) ☐ Additional Point of Diversion

☐ Character of Use ☐ Point of Appropriation (POA, or well) ☐ Additional POA

☑ Instream Transfer ☐ Surface Water POD to Ground Water POA

☐ Substitution of Supplemental Groundwater right for Primary Surface water right

☐ Historic POD change ☐ Other

- Reason(s) for change(s): Permanent Instream Transfer & Mitigation Project

5. WATER DELIVERY SYSTEM

- Describe the ***current*** water delivery system ***or*** the system that ***was in place*** at some time *within the last 5 years*. Include information on the pumps, canals, pipelines and sprinklers used to divert, convey and apply the water at the authorized place of use. If the transfer involves multiple rights that have independent systems, describe each system separately.

The description must be sufficient to demonstrate that the full quantity of water to be transferred can be conveyed from the authorized source and applied at the authorized location and that the applicant is ready, willing, and able to exercise the right.

See Exhibit A

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

- System capacity: _____ cubic feet per second (cfs). If the transfer involves multiple rights that have independent systems, describe the capacity for each system separately.

See Exhibit A

T 10544 MP 113

6. EVIDENCE OF BENEFICIAL WATER USE

- Attach one or more **Evidence of Use Affidavits** (Supplemental Form B) demonstrating that each of the right(s) involved in the transfer have been exercised in the last five years in accordance with the terms and conditions of the right or that a presumption of forfeiture for non-use could be rebutted. The Evidence of Use Affidavit(s) **must include supporting documentation** such as the following:
  - ► Copies of receipts from sales of irrigated crops or for expenditures relating to use of water;
  - ► Records such as Farm Service Agency crop reports, irrigation district records, an NRCS farm management plan, or records of other water suppliers;
  - ► Dated aerial photographs of the lands or other photographs containing sufficient detail to establish location and date of the photograph; ***or***
  - ► If the right has **not** been used during the past five years, documentation that the presumption of forfeiture would be rebutted under ORS 540.610(2).

7. AFFECTED DISTRICTS

- Are any of the water rights proposed for transfer located within or served by an irrigation or other water district? ☑ Yes ☐ No
- Will any of the water rights be located within or served by an irrigation or other water district after the proposed transfer? ☐ Yes ☑ No
- Is water for any of the rights supplied under a water service agreement or other contract for stored water with a federal agency or other entity? ☑ Yes ☐ No

*If "**Yes**", for any of the above, list the name and mailing address of the district, agency and/or entity:*

Bureau of Reclamation
1150 N. Curtis Rd, Suite 100
Boise, ID 83706

8. LOCAL GOVERNMENTS

- List the name and mailing address of all local governments (i.e., each county, city, municipal corporation, or tribal government within whose jurisdiction water will be diverted, conveyed or used).

Deschutes, Jefferson & Wasco County Planning Dept's
Bend, Redmond & Maupin Planning Dept's
Informed via email

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

9. LAND OWNERSHIP

- Does the applicant own the lands **FROM** which the right is being transferred? ☐ Yes ☑ No

  *If "**No**", provide the following information. **For Temporary Transfers**, also include a **notarized statement granting consent** to the transfer from **each** of the landowners (for Permanent Transfers see Section 12(c)):*

  Names of Current Landowner(s): See Quitclaim Packets
  First Last

  Address: _____

  _____
  City State Zip

- Does the applicant own the lands **TO** which the right is being transferred?

  ☐ Yes ☐ No ☑ N/A - *NOT APPLICABLE TO INSTREAM TRANSFERS*

  *If "**No**", provide the following information:*

  Names of Receiving Landowner(s): _____
  First Last

  Address: _____

  _____
  City State Zip

- Check ***one*** of the following:

  ☐ The receiving landowner will be responsible for completion of the proposed changes after the final order is issued. All notices and correspondence should be sent to this landowner.

  ☐ The applicant will remain responsible for completion of changes. Notices and correspondence should continue to be sent to the applicant and applicant's agent.

  ☑ N/A. *(Not applicable. Application is for an Instream Water Right Transfer.)*

10. Other Remarks (optional)

- Exactly 22.14 acres do not require mitigation credits. - They are Restoration acres for NFWF. The instream reach for these acres extends to the mouth of Deschutes R (RM 0). See Exhibit C
- All other acres (96.85 acres) are for mitigation. The instream reach for mitigation acres ends at Lake Billy Chinook (RM 120).

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

11. ATTACHMENTS

Check each of the following attachments included with this application.
The application will be returned if all required attachments are <u>not</u> included.

Supplemental Form A – Description of Proposed Change(s) to a Water Right

☑ A **<u>separate</u>** Supplemental Form A is enclosed for **<u>each</u>** water right to be affected by this transfer.

Supplemental Form B – Evidence of Use Affidavit(s)

☑ At least one Evidence of Use Affidavit documenting that the right has been used during the last five years or that the right is not subject to forfeiture under ORS 540.610 is attached. The affidavit provided must be the original (not a copy), **<u>and</u>**

☑ The Evidence of Use Affidavit **must** be accompanied by **supporting documentation.**

Map

☑ *Water Right Transfer*
The map must be prepared by a Certified Water Right Examiner and meet the requirements of OAR 690-380-3100 unless a waiver has been granted. The map provided must be the original, not a copy.

☐ *Temporary Transfer or Historical POD Change*
A map meeting the requirements of OAR 690-380-3100 must be included but need **<u>not</u>** be prepared by a Certified Water Right Examiner.

Water Well Report(s)/Well Log(s):

☐ The application is for a change in point of appropriation or change from surface water to ground water and copies of all water well reports are attached.

☐ Water well reports are not available and a description of construction details including well depth, static water level, and information necessary to establish the ground water body developed or proposed to be developed is attached.

☐ N/A. The application does **<u>not</u>** involve a change in point of appropriation or a change from surface water to ground water, so water well reports are **<u>not</u>** required.)

Land Use Information For Proposed Changes:

For Instream Transfers:

☑ Notice of the intent to file an instream transfer application has been provided to each affected local government along the proposed reach, and copies of the notices are enclosed. (*For instream transfers a Land Use Information Form is not required.*)

For All Other Transfers:

☐ Land Use Information Form is enclosed; ***or***

☐ **<u>All</u>** of the following criteria are met, therefore a Land Use Information Form is not required:
- ❶ In EFU zone or irrigation district,
- ❷ Change in place of use only,
- ❸ No structural changes needed, including diversion works, delivery facilities, other structures, ***and***
- ❹ Irrigation only.

(400 + 400 + 200) ÷ 2 = $500
RA Application Fee = $125

Fees:

☑ Amount enclosed: $ 625
See the Department's Fee Schedule at www.wrd.state.or.us or call (503) 986-0900.

<u>Instream Water Right Transfers, also include:</u>

Supplemental Form C – Instream Water Right Transfer

☐ Complete this form to describe the desired nature and attributes for the proposed instream water right.

<u>Temporary Transfers, also include:</u>

Recorded Deed:

☐ The applicant must submit a copy of the current deed of record for the land **from** which the authorized place of use or point of diversion/appropriation is being moved.

Affidavit of Consent:

☐ If the applicant is **NOT** the owner of record for the land **from** which the authorized place of use or point of diversion/appropriation is being moved, a notarized statement from the actual owner of record consenting to the proposed transfer must be submitted.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Before submitting your application to the Department, be sure you have:

- Answered each question completely.
- Included all the required attachments.
- Provided original signatures for **all** named deed holders, or other parties, with an interest in the water right.
- Included a check payable to the Oregon Water Resources Department for the appropriate amount.

12. SIGNATURES

- **Check *one* of the following, as appropriate, and sign the application in the signature box below:**

☐ In accordance with OAR 690-380-3000(13)(a), **I (we) understand that prior to Department approval of a permanent transfer and upon my receipt of a draft Preliminary Determination for the proposed transfer, I (we) will be required *[pursuant to OAR 690-380-4010(5)]* to provide the following landownership information and evidence demonstrating that I (we) are authorized to pursue the transfer:**

(a) A **report of ownership and lien information** that has been prepared by a title company *within the last three months;*

(b) A **copy of written notification** of the proposed transfer provided by the applicant to **all lien holders** on the subject lands unless the report of ownership and lien information shows that a water right conveyance agreement has been recorded for the subject lands. *If a water right conveyance agreement has been recorded for the subject lands, **a copy of the agreement and identification of the owner of the lands at the time the agreement was recorded** must be submitted*; **and**

(c) If the landowner identified in the report of ownership and lien information is **not** the applicant, a **notarized statement consenting to the transfer** *(attached)* signed by the landowner identified in the report or an authorized representative of the entity to whom the interest in the water right has been conveyed as identified in a water right conveyance agreement or other documentation demonstrating that the applicant is authorized to pursue the transfer in the absence of the consent of the landowner.

☑ **I (we) affirm that interest in the water right has been conveyed to someone other than the landowner**, and documents, **including a water right conveyance agreement**, report of ownership and lien information, and any required lienholder notification **are enclosed**, demonstrating that I am (we are) authorized to pursue the transfer. **I (we) understand that we may be required to provide additional information upon receipt of the draft Preliminary Determination.**

☐ **I (we) affirm that the applicant is a municipality, as defined in ORS 540.510(3)(b), and that the right is in the name of the municipality or a predecessor.** Therefore, pursuant to OAR 690-380-3000(13)(b), the applicant is **NOT** required to provide the above described report of ownership and lien information.

☐ **I (we) affirm that the applicant is an entity with the authority to condemn property and is acquiring the property to which the water right proposed for transfer is appurtenant by condemnation.** Documentation is provided with this application supporting this statement. Therefore, pursuant to OAR 690-380-3000(13)(c), the applicant is **NOT** required to provide the above described report of ownership and lien information. *(NOTE: Such an entity may only apply for a transfer under this subsection if it has filed a condemnation action to acquire the property.*

☐ **I (we) affirm that this is a temporary transfer and a copy of the deed** for the "from" land (and affidavits of consent from any other landowners, if applicable) **is enclosed.**

- **I (we) affirm that the information contained in this application is true and accurate.**

applicant signature	STEVEN C JOHNSON - MGR & SEC name *and title if applicable* (print)	11 Feb. 2008 date
applicant signature	Tod Heisler Exec Dir name *and title if applicable* (print)	2/14/08 date

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Water Right Transfer Supplemental Form A
DESCRIPTION OF PROPOSED CHANGE(S) TO A WATER RIGHT

*List only **one** water right per page. A **separate Supplemental Form A** must be completed for **each** certificate, permit, decree, or other right involved in the proposed transfer.*

Attach additional copies of Supplemental Form A as needed to describe other certificates, permits, decrees or other rights involved in this transfer.

- Certificate Number or other identifying number: 83571

1. TYPE OF CHANGE(S) PROPOSED

(Check *all* that apply.)

Point of Diversion or Appropriation	Place of Use	Character of Use
☑ **Change** (The old point of diversion or appropriation will **not** be used for the portion of the water right affected by the transfer.) ☐ **Additional** (Both the old ***and*** new points of diversion or appropriation will be used for the portion of the water right affected by the transfer.) ☐ **Historic Point of Diversion or Appropriation Change** (Unauthorized point of diversion or appropriation used for more than 10 years.) ☐ **Surface Water to Ground Water** (A new point of appropriation will be used **instead of** the old point of diversion. The old point of diversion will **not** be used.) ☐ **Point of Diversion Change due to Government Action** (The old point of diversion or appropriation can no longer be used due to government action.) ☐ **Exchange** (Water from another source will be used in exchange for supplying an equal amount of replacement water to that source.)	☐ **All of the right will be exercised at a different location than currently authorized** (Use of water at the current location will be discontinued.) ☑ **Only a portion of the right will be exercised at a different location than currently authorized** (Use of water at the current location will be discontinued.)	Proposed new use: ☐ **Irrigation** ☐ **Municipal** ☐ **Quasi-municipal** ☐ **Commercial** ☐ **Industrial** ☑ **Instream** (complete and attach ***Supplemental Form C***) ☐ **Domestic** (indicate number of households) _____ ☐ **Other** _____ ☐ **Substitution** (A supplemental ground water right will be substituted for a primary surface water right.) ☐ **Supplemental Use to Primary Use** (Primary water right shall be cancelled and the supplemental water right will change to primary use.)

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

2. CURRENT WATER RIGHT INFORMATION

Water Right Subject to Transfer *(check and complete **one** of the following):*

☑	Certificated Right	83571 Certificate Number	Permit Number or Decree Name
☐	Adjudicated, Non-certificated Right	Name of Decree	Page Number
☐	Permit for which Proof has been Approved	Permit Number	Date Claim of Beneficial Use Submitted
☐	Transferred Right for which Proof has been Filed	Previous Transfer Number	Date Claim of Beneficial Use Submitted

- Name on Permit, Certificate, or Decree: Central Oregon Irrigation District
- County: Deschutes
- Authorized Use(s) to be Affected by Transfer: Irrigation
- Priority Date(s): 10-31-1900 & 12-2-1907

  *If there are **multiple Priority Dates** identified on the water right, any information provided on **pages 3 through 6** of this form **must identify** which priority date is associated with each of the authorized and proposed points of diversion or appropriation and places of use.*

- Source(s) of Water to be Affected by Transfer: Deschutes R.

  Tributary to: Columbia R.

  *If there are **multiple Sources** listed on the water right, any information provided on **pages 3 through 6** of this form **must identify** which source is associated with each of the authorized and proposed points of diversion or appropriation and places of use.*

For applications proposing a Change in Place of Use or Character of Use:

- Are there **Other Water Rights,** Permits or Ground Water Registrations associated with this land?

  ☑ Yes ☐ No ☐ N/A – *No Change in Place of Use or Character of Use*

  *If "**Yes**", what are the Permit, Registration or Certificate Numbers?* See Exhibit D

  *Pursuant to ORS 540.510, any "layered" water use or a right that is supplemental to a primary right proposed for transfer **must be included in the transfer or be cancelled**, except as provided in OAR 690-380-2240(5).*

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

- Certificate Number or other identifying number: 83571

*The following information **must be provided** only for those points of diversion or appropriation that **are involved in the transfer (i.e., list only the portion of the water right you propose to transfer.)** Attach additional pages as necessary.*

*Government lot and donation land claim numbers must be included in the tables below **only** if the information is reflected on the existing water right.*

Location of Existing Authorized Point(s) of Diversion or Appropriation to be Changed:
(i.e., the allowed point(s) of diversion or appropriation listed on the water right that will be affected by the proposed transfer, the "FROM" point(s) of diversion or appropriation)

If Ground Water, OWRD Well Log ID No. (or Well ID Tag No. L-____)	Source and Priority Date	Township	Range	Mer	Sec	¼ ¼	Tax Lot, DLC or Gov't Lot	Survey Coordinates (coordinates from a recognized survey corner)
	Deschutes R. 10-31-1900 12-2-1907	17 S.	12 E.	WM	29	SE NE		850 ft. N & 630 ft. W. of E. Corner of Section 29

PBC

- Does the water right being transferred involve a ground water source(s)?

☐ Yes ☑ No *(Surface water source only.)*

*If "**Yes**", for each authorized point of appropriation (well) involved, you must either:*

*A. Supply a copy of the well log(s) for each point of appropriation that is **clearly labeled** and associated with the corresponding well in the table above and on the accompanying application map. (NOTE: You may search for well logs on the Department's web page at: http://www.wrd.state.or.us)*

or

*B. If a well log is **not** available, you must describe the construction of the authorized point of appropriation by completing the table below. Attach additional copies as necessary.*

Construction of Existing Authorized Point(s) of Appropriation – ***(Only needed if no well log is available.)***
*Wells in this listing must be **clearly tied** to corresponding well location(s) described in the table above and shown on the accompanying application map.*

OWRD Well No. as identified in table above	Diameter	Type and size of casing	No. of feet of casing	Intervals casing is perforated (in feet)	Seal depth	Est. depth to water	Est. depth to water bearing stratum	Type of access port or measuring device	Total well depth

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

MP 113

T 10544

- Certificate Number or other identifying number: 83571

Will the ENTIRE water right be affected by this transfer? ☐ **Yes** ☐ **No**

*If **"Yes"**, the remainder of this page does not need to be completed. Go on to the next page.*

*If **"No"**, the following information **must be provided** only for those places of use that **are involved in the transfer (i.e., list only the portion of the water right to be affected by the change.)** Attach additional pages as necessary.*

*Government lot and donation land claim numbers must be included in the tables below **only** if the information is reflected on the existing water right.*

Location of Existing Authorized Place of Use to be Affected:
(i.e., the allowed lands listed on the water right that will be affected by the proposed transfer, the "FROM" lands)

Source and Priority Date	Township	Range	Mer	Sec	¼ ¼ Section	Tax Lot, DLC or Gov't Lot	Acres (if applicable)
See Exh. A.							

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

- Certificate Number or other identifying number: 83571

3. PROPOSED CHANGES TO THE WATER RIGHT

Describe proposed changes to the water right involving point(s) of diversion and/or appropriation. Survey coordinates described below should accurately correspond to the points shown on the accompanying application map. Attach additional pages as necessary.

Location of Proposed Point(s) of Diversion or Appropriation:

(i.e., the "TO" point(s) of diversion or appropriation) ☑ *N/A – Instream Water Right Transfer*

*(NOTE: Complete this table **only** if a Change in Point of Diversion or Appropriation is being proposed.)*

Source	Township	Range	Mer	Sec	¼ ¼ Section	Tax Lot, DLC or Gov't Lot	Survey Coordinates (coordinates from a recognized survey corner)

- If there are proposed point(s) of appropriation (wells) listed in the table above, are the well(s) already constructed? ☐ Yes ☐ No ☑ N/A - *No proposed well(s) listed above.*

  *If "**Yes**", attach and **clearly label** the corresponding well log(s) for each proposed well, **or** if well log(s) are **not** available, describe the construction of the well(s) using the table below. (NOTE: You may search for well logs on the Department's web page at: http://www.wrd.state.or.us)*

  *If "**No**", describe the anticipated construction for the proposed well(s) in the following table:*

Construction of Proposed Point(s) of Appropriation or Well(s)

*Well numbers in this listing must be **clearly tied** to corresponding well location(s) described in the table above and shown on the accompanying application map.*

Well already built? (Yes/No)	If an existing well, OWRD Well Log ID No. (or Well ID Tag No. L-___)	Diameter	Type and size of casing	No. of feet of casing	Intervals casing is perforated (in feet)	Seal depth	Est. depth to water	Est. depth to water bearing stratum	Type of access port or measuring device	Total well depth

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

- Certificate Number or other identifying number: 83571

Describe proposed changes to the water right involving place of use. Information described below should accurately correspond to the proposed place of use shown on the accompanying application map. Attach additional pages as necessary.

Location of Proposed Place of Use: *(i.e., the "TO" lands)* ☑ *N/A – Instream Water Right Transfer*

*(NOTE: Complete this table **only** if a Change in Place of Use is being proposed.)*

Source	Township	Range	Mer	Sec	¼ ¼ Section	Tax Lot, DLC or Gov't Lot	Acres (if applicable)

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Remarks: _____

4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.

5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. Unpatented mining claims whether or not shown by the public records.

SPECIAL EXCEPTIONS:

Taxes assessed under Code No. 2-004 Map and Tax Lot Number 15 13 05 00 00901
Account No. [redacted]

7. The 2007-2008 Taxes: $115.16, UNPAID.

8. Taxes deferred, as disclosed by the tax roll, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use the property will be subject to additional taxes or penalties and interest.

NOTE: No liability is assumed for agricultural services liens or financing statements covering crops filed in the Office of the Secretary of State.

9. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Central Oregon Irrigation District.

10. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein
As reserved by: United States of America
Recorded: January 14, 1916
Book-Page: 18-40, Deed Records

11. Reservation of Rights of Way for ditches, canals, and reservoir sites for irrigation purposes in Deeds issued by the State of Oregon, recorded January 4, 1911, in Book 8, Page 581, Deed Records, January 15, 1912, in Book 10, Page 571, Deed Records, and June 21, 1917, in Book 21, Page 132, Deed Records.

12. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein
As granted to: Central Electric Cooperative, Inc., a cooperative corporation
Recorded: January 4, 1984
Book-Page: 39-172, Deschutes County Records

13. Central Oregon Irrigation District laterals as shown on the Partition plat 1996-25.

14. Central Oregon Irrigation District road easement as shown on Partition Plat 1996-25.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

15. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
Amount: $3,003,700.00
Dated: October 13, 2005
Recorded: October 14, 2005
Volume-Page: 2005-70389, Deschutes County Records
Grantor: Deschutes Land & Cattle Co. LLC
Trustee: AmeriTitle
Beneficiary: Norman C. Bain and Deanne M. Bain, as tenants by the entirety

16. Pasture Lease, including the terms and provisions thereof,
Dated: October 13, 2005
Recorded: October 14, 2005
Volume-Page: 2005-70390, Deschutes County Records
Lessor: Deschutes Land & Cattle Co. LLC
Lessee: Norman C. Bain and Deanne M. Bain, husband and wife

17. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
Amount: $2,000,000.00
Dated: June 12, 2006
Recorded: June 13, 2006
Volume-Page: 2006-40835, Deschutes County Records
Grantor: Jayne I. Heyne, Tyler Fitzsimons, J. Pat Horton and Carolyn Horton
Trustee: U.S. Bank Trust Company, N.A.
Beneficiary: U.S. Bank N.A. > Paid 8/15 per AmeriTitle - Satisfaction not recorded
(Said Deed of Trust is a Line of Credit Deed of Trust)
(Includes Other Property)

The terms of said Trust Deed were modified by instrument,
Recorded: January 2, 2007
Volume-Page: 2007-00015, Deschutes County Records

The terms of said Trust Deed were modified by instrument,
Recorded: June 6, 2007
Volume-Page: 2007-31885, Deschutes County Records

The terms of said Trust Deed were modified by instrument,
Recorded: July 9, 2007
Volume-Page: 2007-37806, Deschutes County Records

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

NOTE: The following deed(s) affecting said land were recorded within twenty-four (24) months of the date of this report:
Grantor: Norman C. Bain and Deanne M. Bain, as Tenants by the Entirety
Grantee: Deschutes Land & Cattle Co., LLC
Recorded: October 14, 2005
Volume-Page: 2005-70388, Deschutes County Records

Grantor: Deschutes Land & Cattle Co., LLC
Grantee: J. Pat Horton and Carolyn Horton, husband and wife as to an undivided 1/3 interest, Jayne I, Heyne as to an undivided 1/3 interest and Tyler Fitzsimons as to an undivided 1/3 interest, all as tenants in common
Recorded: December 12, 2005
Volume-Page: 2005-85270, Deschutes County Records

NOTE: As of the date hereof, there are no matters against Redmond School District 2J which would appear as exceptions in the policy to issue, except as shown herein.

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

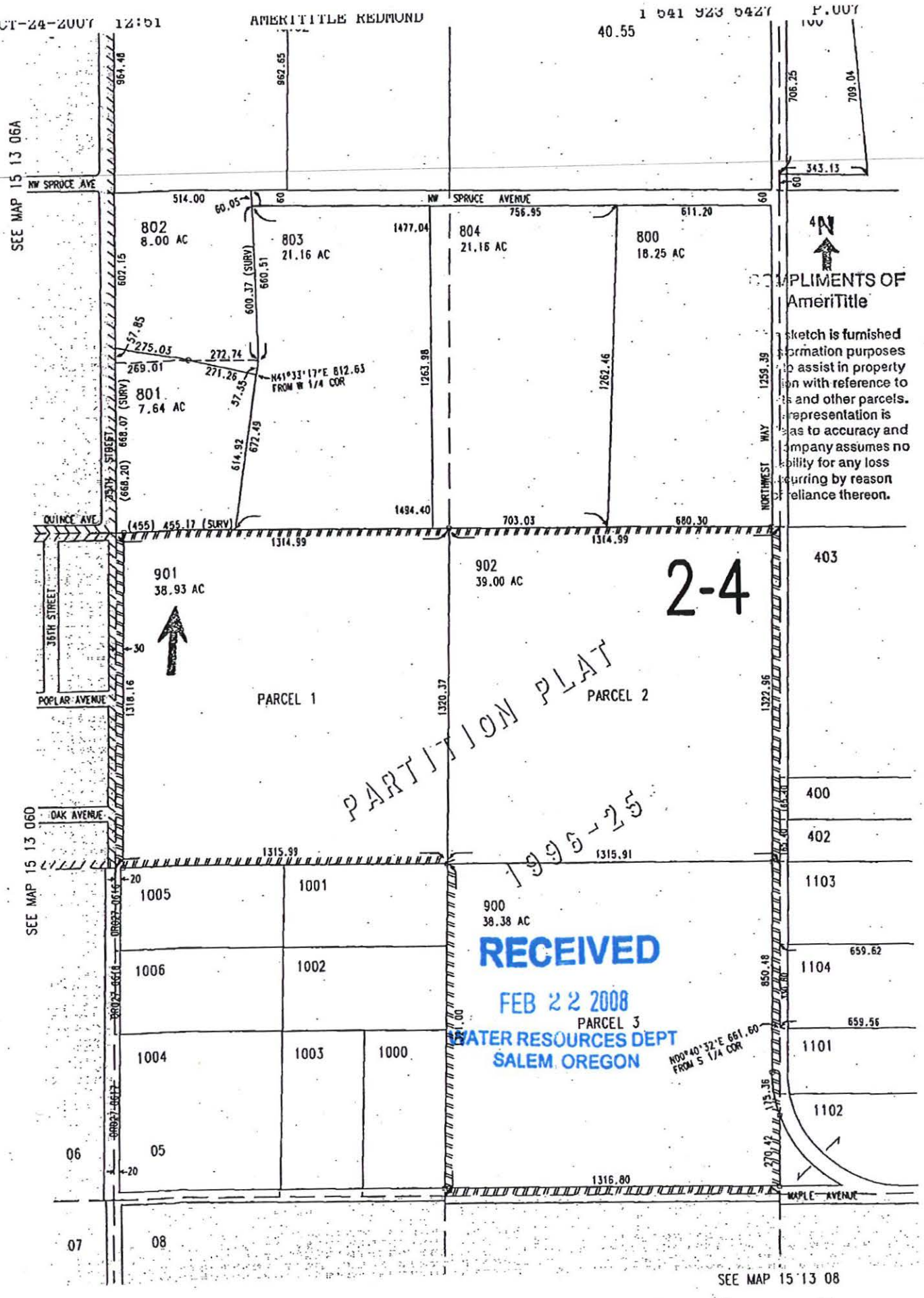
This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

AmeriTitle

By: _____
Chuck Nichols, Title Examiner
CN:kg

Report #2: Supplemented to update, change sale amount and bring taxes current.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

COMPLIMENTS OF
AmeriTitle

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

MP 113

T 10544

FORM No. 983 – WARRANTY DEED – STATUTORY FORM (Individual Grantor). STEVENS-NESS LAW PUBLISHING CO., PORTLAND, ON 97204

NN

Grantor's Name and Address

Grantee's Name and Address

After recording, return to (Name, Address, Zip):
J. Pat Horton
35653 High Ranch Dr.
Springfield, OR 97478

Until requested otherwise, send all tax statements to (Name, Address, Zip):
same as above

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2005-85270
$31.00
12/12/2005 04:05:30 PM
D-D Cnt=1 Stn=1 BECKEY
$5.00 $11.00 $10.00 $5.00

SPACE RESERVED FOR RECORDER'S USE

No. ____, Records of this County.

Witness my hand and seal of County affixed.

NAME TITLE

By ____, Deputy.

WARRANTY DEED – STATUTORY FORM
(INDIVIDUAL GRANTOR)

Deschutes Land & Cattle Co., LLC, Grantor,

conveys and warrants to J. Pat Horton and Carolyn Horton, husband and wife as to an undivded 1/3 interest, Jayne I. Heyne as to an undivided 1/3 interest and Tyler Fitzsimons ** , Grantee, the following described real property free of encumbrances, except as specifically set forth herein, situated in ____ County, Oregon, to-wit:

Parcel One (1) of Partition Plat No. 1996-25, being located in the Southwest Quarter (SW1/4) of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Merdian, Deschutes County, Oregon.

**as to an undivided 1/3 interest, all as tenants in common

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

The property is free from encumbrances, except (if none, so state): all matters of record

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

DATED December 5, 2005.

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

Deschutes Land & Cattle Co., LLC

By: Jayne I. Heyne
Jayne I. Heyne, Member

STATE OF OREGON, County of Deschutes) ss.
This instrument was acknowledged before me on December 12, 2005,
by Jayne I. Heyne as member of Deschutes Land & Cattle Co., LLC.

OFFICIAL SEAL
ANNETTE MARTINEZ
NOTARY PUBLIC- OREGON
COMMISSION NO. 370782
MY COMMISSION EXPIRES JUL 22, 2007

Annette Martinez
Notary Public for Oregon
My commission expires 07/22/2007

After recording, return to
Amerititle
15 OREGON AVENUE, BEND

T 10544 MP113

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2005-70388

$36.00

00406580200500703880030030

10/14/2005 04:08:05 PM

D-D Cnt=1 Stn=3 PAM
$10.00 $11.00 $10.00 $5.00

DESCHUTES COUNTY CLERK

CERTIFICATE PAGE

This page must be included
if document is re-recorded.
Do Not remove from original document.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 1 13

8213 5 36

STATUTORY SPECIAL WARRANTY DEED

After recording, return to:

Max Merrill, Attorney at Law
1070 NW Bond Street, Suite 303
Bend, OR 97701

Until a change is requested, send tax statements to:

Deschutes Land & Cattle Co. LLC
35653 High Ranch Rd
Springfield Or 97478

The true consideration for this conveyance is $3,503,700.00.

NORMAN C. BAIN and DEANNE M. BAIN, as Tenants by the Entirety, Grantors, convey and specially warrant to DESCHUTES LAND & CATTLE CO. LLC, Grantee, the following-described real property, free of encumbrances created or suffered by Grantors, except as specifically set forth herein:

> Parcel One (1) of Partition Plat No. 1996-25, being located in the Southwest Quarter (SW1/4) of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon.
>
> (There are no water rights being sold with this property. They are being retained by Grantors and consist of 30.2 acres of Central Oregon Irrigation District water.)

Subject to:

1. Taxes deferred, as disclosed by the tax roll, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use the property will be subject to additional taxes or penalties and interest which shall be the sole responsibility of Grantee.

NOTE: No liability is assumed for agricultural services liens or financing statements covering crops filed in the Office of the Secretary of State.

2. Easements for ditches and canals of Central Oregon Irrigation District.

3. Reservation of Rights of Way for ditches, canals, and reservoir sites for irrigation purposes in Deeds issued by the State of Oregon, recorded January 4, 1911, in Book 8, Page 581, Deed Records, January 15, 1912, in Book 10, page 571, Deed Records, and June 21, 1917, in Book 21, Page 132, Deed Records.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

After recording, return to
Ameritite
15 OREGON AVENUE, BEND

MERRILL O'SULLIVAN, LLP
ATTORNEYS AT LAW
1070 NW BOND STREET, SUITE 303
BEND, OR 97701

MP 1 13

T 10544

4. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein,

As granted to: Central Electric Cooperative, Inc., a cooperative corporation
Recorded: January 4, 1984
Book-Page: 39-172, Deschutes County Records

5. Central Oregon Irrigation laterals as shown on the official plat of said land.

6. Central Oregon Irrigation District road easement as shown on the official plat of said land.

If the property is for any reason taken out of farm deferral subsequent to closing date, the responsibility for additional taxes, penalties and interest shall be the sole responsibility of Grantee.

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

By execution of this instrument, Grantors certify that they are not "foreign persons" as that term is defined in the Internal Revenue Code, Section 1445.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

DATED this 13 day of October, 2005.

Norma C Bain
NORMAN C. BAIN

Deanne M Bain
DEANNE M. BAIN

STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 13 day of October, 2005, by NORMAN C. BAIN and DEANNE M. BAIN, as tenants by the entirety.

Kerri Jo Talburt
Notary Public for Oregon

OFFICIAL SEAL
KERRI JO TALBURT
NOTARY PUBLIC- OREGON
COMMISSION NO. 397426
MY COMMISSION EXPIRES OCT 08, 2009

MERRILL O'SULLIVAN, LLP
ATTORNEYS AT LAW
1070 NW BOND STREET, SUITE 303
BEND, OR 97701

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2007-56894

$31.00

00580550200700568940010017 10/26/2007 11:36:40 AM

M-DR Cnt=1 Stn=1 BN
$5.00 $11.00 $10.00 $5.00

Please return recorded document to:

DESCHUTES LAND AND CATTLE CO LLC
1451 EAGLE SPRINGS COURT, PMB 202
REDMOND, OR 97756

FULL RECONVEYANCE

FILE # 02-0013611189-26

The undersigned as Trustee or Successor Trustee under that certain Deed of Trust described as follows:

DATED: June 12, 2006 RECORDED: June 13, 2006

RECORDING NO: 2006-40835 BOOK: N/A PAGE: N/A

COUNTY OF: Deschutes STATE OF: Oregon

GRANTOR: J. Pat Horton and Carolyn Horton, as tenants by the entirety, as to an undivided 1/3 interest, Jayne I. Heyne, as to an undivided 1/3 interest and Tyler Fitzsimons, as to an undivided 1/3 interest, all as tenants in common.

BENEFICIARY: U.S. Bank National Association

TRUSTEE: U.S. Bank Trust Company, National Association

Having received from the Beneficiary under said Deed of Trust, a written request to reconvey, reciting that the obligation(s) secured by the Deed of Trust has been fully satisfied, does hereby grant; bargain, see and reconvey, unto the parties entitled thereto all right, title and interest which was heretofore acquired by said Trustee(s) under said Deed of Trust.

U.S. Bank Trust Company, National Association

DATE: October 22, 2007

BY: _____
Tiffany Richmond, Assistant Commercial Officer

State of Oregon)
)ss
County of Multnomah)

On this 22nd day of October, 2007 before me, the undersigned, a Notary Public in and for the STATE OF OREGON duly commissioned and sworn, personally appeared Tiffany Richmond to me known to be the Assistant Commercial Officer of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath states that she is authorized to execute the said instrument. WITNESS my hand and official seal hereto affixed the day and year above written.

BY: _____

My Commission Expires: April 26 2009

OFFICIAL SEAL
SHAWN SMITH
NOTARY PUBLIC - OREGON
COMMISSION NO. 390063
MY COMMISSION EXPIRES APRIL 26, 2009

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 1 13

Business Registry Business Name Search

New Search

Business Entity Data

03-29-2006
10:10

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Duration Date	Renewal Date
124685-91	DLLC	ACT	OREGON	01-16-2003		
Entity Name	DESCHUTES LAND AND CATTLE CO., LLC					
Foreign Name						

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

New Search

Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS				
Addr 1	35653 HIGH RANCH RD					
Addr 2						
CSZ	SPRINGFIELD	OR	97478		**Country**	UNITED STATES OF AMERICA

Type	AGT	REGISTERED AGENT			**Start Date**	01-16-2003	**Resign Date**	
Name	J		PAT	HORTON				
Addr 1	35653 HIGH RANCH RD							
Addr 2								
CSZ	SPRINGFIELD	OR	97478		**Country**	UNITED STATES OF AMERICA		

Type	MEM	MEMBER				
Name	JAYNE		HEYNE			
Addr 1	PNB STE #371					
Addr 2	1604 S HWY 97 STE 2					
CSZ	REDMOND	OR	97756		**Country**	UNITED STATES OF AMERICA

Type	MEM	MEMBER				
Name	TYLER		FITZSIMONS			
Addr 1	PNB STE #371					
Addr 2	1604 S HWY 97 STE 2					
CSZ	REDMOND	OR	97756		**Country**	UNITED STATES OF AMERICA

New Search

Name History

Business Entity Name	Name Type	Name Status	Start Date	End Date
DESCHUTES LAND AND CATTLE CO., LLC	EN	CUR	01-16-2003	

T 10544 WP 113

Please read before ordering Copies.

New Search

Summary History

Image Date	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
12-13-2005	ANNUAL REPORT PAYMENT	12-13-2005		SYS		
12-13-2004	ANNUAL REPORT PAYMENT	12-13-2004		SYS		
01-08-2004	AMENDED ANNUAL REPORT	01-08-2004		FI		
01-16-2003	ARTICLES OF ORGANIZATION	01-16-2003		FI	Agent	

© 2006 Oregon Secretary of State. All Rights Reserved.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Central Oregon Irrigation District



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

15-13-05 NW SW 901
2005 Aerial

- Gauging Station
- District Boundary
- Road Labels Crook
- Road Labels Deschutes
- Township Range
- Sections
- Section Labels
- Quarters
- Quarter Labels
- Quarter Quarters
- Quarter Quarter Labels
- Taxlots
- Private Line
- Canal All
- Unknown
- Open
- Canal Piped
- Acre Text
- Acre Text Detail
- Instream
- Pending OFF
- Pending ON
- Pending ON POND
- Petitioned ON
- Petitioned ON POND
- Pond
- QC
- QC Instream
- Exited
- Instream Rights
- QC
- QC Instream
- Pending OFF
- Pending ON

N

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

T 10544 MP.1.1.3

CENTRAL OREGON IRRIGATION DISTRICT

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2007-47287
$36.00
00570029200700472870020027
08/29/2007 09:35:40 AM
D-D Cnt=1 Stn=2 CE
$10.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

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

Grantor, Arrowood Development, LLC, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the vested owner of water rights appurtenant to the lands described in Exhibit "A" ("Subject Lands") attached and incorporated herewith and commonly known as: 15-13-30 NW SE 600, release their claim and responsibility for 7.55 acres of COID water rights that are appurtenant to the Subject Lands, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 7.55 acres of water rights incurred.

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

Consideration for this Quitclaim: $7,514.00

Grantor:

_____ Date 8-15-07
Arrowood Development, LLC

OFFICIAL SEAL
AMY OATMAN
NOTARY PUBLIC-OREGON
COMMISSION NO. 393761
MY COMMISSION EXPIRES JUNE 12, 2009

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on 8/15/07 by John P. Lietz as Authorized Signer for Arrowood Development, LLC.

_____
Notary Public

Grantee:

_____ Date 21August 2007
Steven C. Johnson, Secretary-Manager Central Oregon Irrigation District

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on August 21, 2007 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

_____
Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

© Central Oregon Irrigation District 2007

T 10544 MP 113

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situated in a portion of the Southeast Quarter (SE1/4) of Section Thirty (30), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a ½" rod monumenting the East ¼ corner of Section 30, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, the initial point; thence North 89°48'56" West along the North line of the Southeast Quarter (SE1/4) of said Section 30, 2641.06 feet to the West line of the Northwest Quarter of said Southeast Quarter (NW1/4SE1/4); thence South 00°00'18" West along said West line, 528.41 feet to the centerline of SW Badger Avenue, a 60.00 foot wide road, 30.00 feet each side of centerline and the true point of beginning; thence South 80°33'01" East along said centerline, 306.39 feet to the beginning of a curve; thence 24.31 feet along the arc of a 150.00 foot radius curve left of said centerline forming a deflection angle of 09°17'09" and a long chord bearing South 85°11'35" East, 24.28 feet to the end of said curve; thence South 89°50'10" East along said centerline, 370.56 feet to a ½" pipe; thence South 00°10'01" West, 746.40 feet to a ½" pipe on the South line of said NW1/4SE1/4; thence North 89°49'59" West along said South line, 694.89 feet to the West line of said NW1/4SE1/4; thence North 00°00'18" East along said West line, 797.77 feet to the point of beginning.

EXCEPTING THEREFROM the right of Badger Avenue as shown on the official plat of said land.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

CENTRAL OREGON IRRIGATION DISTRICT

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2007-47285
$31.00
00570020200700472850010013
08/29/2007 09:35:40 AM
D-D Cnt=1 Stn=2 CE
$5.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

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

Grantor, Arrowood Development, LLC, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the vested owner of water rights appurtenant to the lands described as Antler Ridge Phase 1 & 2, a parcel of land located in the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Seventeen (17), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon ("Subject Lands") , release their claim and responsibility for 14.70 acres of COID water rights that are appurtenant to the Subject Lands, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 14.70 acres of water rights incurred.

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

Consideration for this Quitclaim: $14,631.00

Grantor:

Arrowood Development, LLC Date 8-15-07

OFFICIAL SEAL
AMY QATMAN
NOTARY PUBLIC-OREGON
COMMISSION NO. 393761
MY COMMISSION EXPIRES JUNE 12, 2009

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on August 15, 2007 by John P. Lietz as Authorized Signer for Arrowood Development, LLC.

Notary Public

Grantee:

Steven C. Johnson, Secretary-Manager Central Oregon Irrigation District Date 21August, 2007

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on August 21, 2007 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

Notary Public

© Central Oregon Irrigation District 2007

T 10544 MP 113

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY.

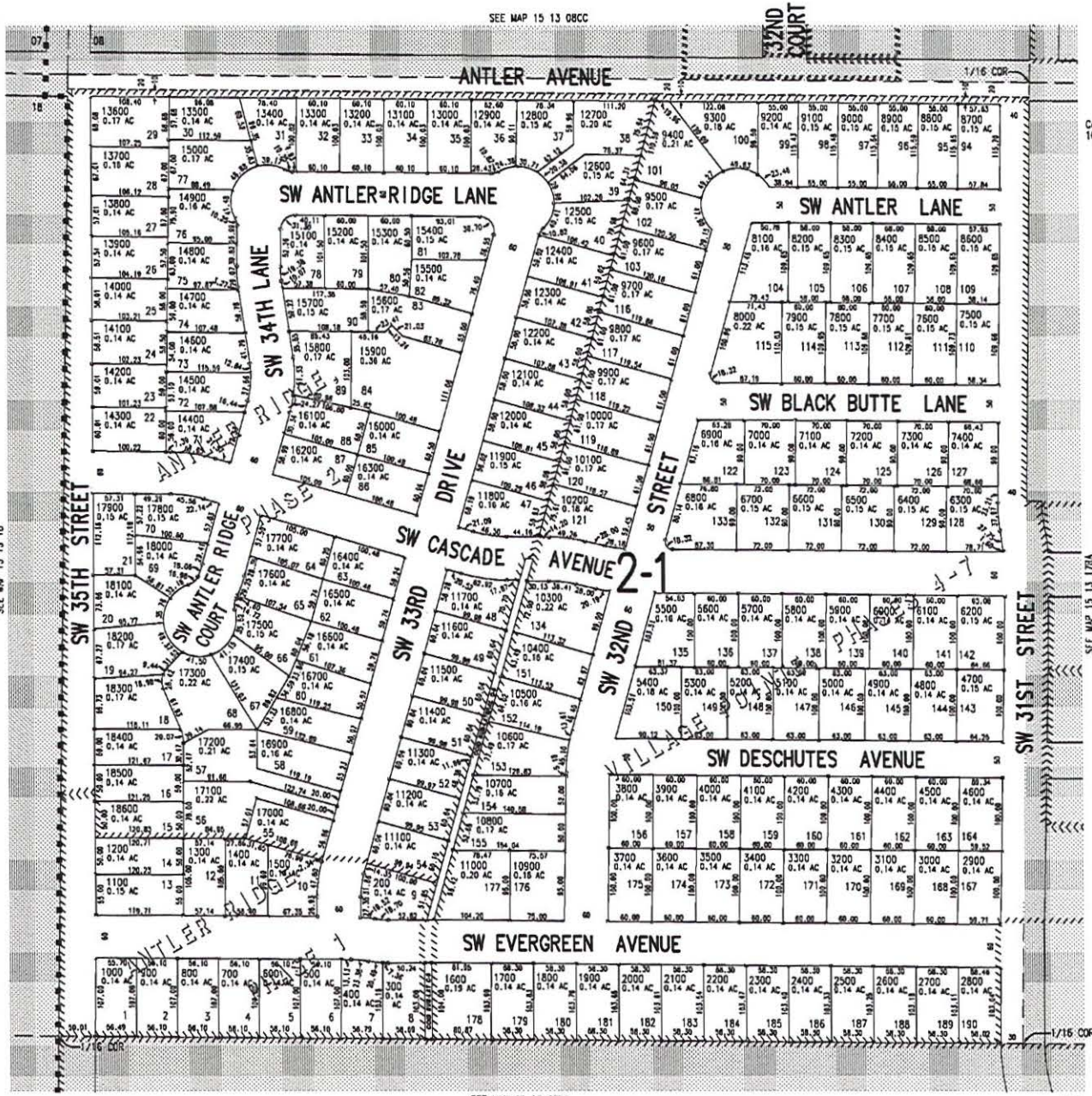
REVISED: 06/15/2007

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

NW1/4 NW1/4 SEC. 17 T.15S. R.13E. W.M.
DESCHUTES COUNTY

1" = 100'

15 13 17BB



15 13 17BB

T 10544 MP 113

CENTRAL OREGON IRRIGATION DISTRICT

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

MAIL TAX STATEMENT
TO: NO CHANGE

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-35859
$46.00
00465831200800358590040045
05/24/2006 01:34:49 PM
D-D Cnt=1 Stn=28 SHIRLEY
$20.00 $11.00 $10.00 $5.00

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Chet Antonsen as to Parcel I and Parcel II and Parcel V; Floyd C. Antonsen aka Chet Antonsen as to Parcel III and Parcel IV, releases and quitclaims to Arrowood Development, LLC, Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 14.70 acres of Central Oregon Irrigation District ("COID") water rights that are appurtenant to the lands listed in Exhibit A, to Grantee. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31, 1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-17 NW NW 1302 (6.70 acres irrigation); 15-13-17 NW NW 1304 (2.0 acres irrigation); 15-13-17 NW NW 1306 (1.0 acres irrigation); 15-13-17 NW NW 1307 (4.0 acres irrigation); 15-13-17 NW NW 1308 (1.0 acres irrigation) and more particularly described as in Exhibit A, attached, and incorporated by this reference.

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

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the 14.70 acres of water rights incurred.

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

Consideration for this Quitclaim: True and Valuable Consideration

Grantor: Chet Antonsen Date 4-28-06

Chet Antonsen

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on April 28, 2006, by Chet Antonsen.

Janet E. Read
Notary Public

OFFICIAL SEAL
JANET E READ
NOTARY PUBLIC – OREGON
COMMISSION NO. 403492
MY COMMISSION EXPIRES APRIL 23, 2010

T 10544 MP 113

Grantee:

[signature] - President Date 5-1-06

Arrowood Development LLC

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 1, 2006 by Leah Witmer as Office Manager for Arrowood Development LLC.

Leah Witmer
Notary Public

OFFICIAL SEAL
LEAH WITMER
NOTARY PUBLIC-OREGON
COMMISSION NO. 380935
MY COMMISSION EXPIRES MAY 19, 2008

Approved:

[signature] Date 2 May, 2006

Steven C. Johnson Secretary-Manager Central Oregon Irrigation District

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 2, 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

[signature]
Notary Public

[illegible] OREGON
[illegible] 401007
MY [illegible] FEB 05 2010

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

© Central Oregon Irrigation District 2006

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I

In Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon: Section Seventeen (17): The North Half of the Northwest Quarter of the Northwest Quarter (N1/2NW1/4NW1/4), lying and being Westerly of the Central Oregon Irrigation District lateral C-5 running through said premises.

EXCEPTING a parcel of land in a portion of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section 17, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Commencing at the Northwest corner of said Section 17, marked by a brass cap, the initial point; thence South 00°18'58" West, along the West line of the said Section 17, 670.33 feet to a ½" pipe; thence North 89°52'20" East, along an existing fence line, 263.00 feet to the point of beginning, marked by a ½" pipe; thence North 00°18'58" East, 140.00 feet; thence South 89°59'04" East, parallel to the North line of the Northwest Quarter (NW1/4), 414.83 feet to the Center line of the Central Oregon Irrigation District's sub-lateral "C-5"; thence South 10°32'22" West, along the center line of said "C-5", 143.76 feet; thence South 89°52'16" West, along the existing fence line, 379.05 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion dedicated to the public by Declaration of Dedication recorded July 11, 1980, in Book 324, Page 769, of Deschutes County Deed Records.

PARCEL II

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

Section 17: A tract of land lying in the South Half of the Northwest Quarter of the Northwest Quarter (S1/2NW1/4NW1/4) of Section 17 more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 17; thence North 00°20'02" East, along the West line of said Section 17, 329.51 feet to the true point of beginning for this description; thence North 85°12'00" East, 408.60 feet; thence North 2° 18'29" West 296.21 feet to the North line of the South Half of the Northwest Quarter of the Northwest Quarter of said Section 17; thence North 89°59'07" West along said North line, 393.31 feet to the West line of said Section 17; thence South 00°20'03" West along the said West line, 330.27 feet to the true point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

PARCEL III

A tract of land lying in the South Half of the Northwest Quarter of the Northwest Quarter (S1/2NW1/4NW1/4) of Section Seventeen (17) South, Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at the Southwest corner of the NW1/4NW1/4 of Section 17; thence North 0°20'03" East, along the West line of said Section 17, 329.51 feet; thence North 85°12'00" East, 408.60 feet to the Point of Beginning for this description; thence North 2°18'29" West, 296.21 feet to the North line of the S1/2NW1/4NW1/4 of said Section 17; thence South 89°59'07" East, along said North line, 241.35 feet to the Westerly right of way line of the Central Oregon Irrigation sub-lateral C-5; thence South 15°12'44" West, along said right of way line, 287.42 feet; thence South 85°12'00" West, 152.97 feet to the Point of Beginning.

PARCEL IV

A tract of land lying in the South Half of the Northwest Quarter of the Northwest Quarter of Section Seventeen (17), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the Southwest Corner of the NW1/4 of the NW1/4 of said Section 17; thence North 00°20'03 East, along thw West line of said Section 17, 329.51 feet; thence North 85°12'00" East 561.57 feet to the westerly right of way line of the Central Oregon Irrigation sublateral C-5; thence South 15°12'44" West, along said right of way line, 231.97 feet; thence continuing along said right of way line, South 0°31'17" East, 152.45 feet to the South line of the NW1/4 of the NW1/4 of said Section 17; thence South 89°58'37" West, along said South line, 502.04 feet to the point of beginning.

EXCEPTING therefrom that portion dedicated to the City of Redmond, recorded March 18, 2004, in Volume 2004, Page 14593, Deschutes County Records.

PARCEL V

A parcel of land in a portion of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section Seventeen (17), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at the Northwest corner of said Section 17, marked by a brass cap, the initial point; thence South 00°18'58" West, along the West line of the said Section 17, 670.33 feet to a 1/2" pipe; thence North 89°52'20" East, along an existing fence line 263.00 feet to the point of beginning, marked by a 1/2" pipe; thence North 00°18'58" East, 140.00 feet; thence South 89°59'04" East, parallel to the North line of the Northwest Quarter (NW1/4), 414.83 feet to the center line of the Central Oregon Irrigation District's sub-lateral "C-5"; thence South 10°32'22" West, along the center line of said "C-5", 143.76 feet; thence South 89°52'16" West, along an existing fence line 379.05 feet to the point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

July 21, 2005
Report #2
Title Number : 078865
Title Officer : DEBBY DAVIDSON

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

See Attached Exhibit "A"

Dated as of July 6, 2005 at 7:30 a.m.

We find that the last deed of record runs to:

CHET ANTONSEN as to Parcel I and Parcel II and Parcel V
FLOYD C. ANTONSEN AKA CHET ANTONSEN as to Parcel III and Parcel IV

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $453,750.00
   Dated: November 13, 2003
   Recorded: November 20, 2003
   Volume-Page: 2003-80272, Deschutes County Records
   Grantor: Chet Antonsen, a married man as his sole and separate property
   Trustee: First American Title Insurance Company of Oregon
   Beneficiary: Mortgage Electronic Registration Systems, Inc.
   MIN: 1001863-0000005981-4
   (PARCEL I)

2. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $247,500.00
   Dated: November 13, 2003
   Recorded: November 20, 2003
   Volume-Page: 2003-80288, Deschutes County Records
   Grantor: Chet Antonsen, a married man as his sole & separate property
   Trustee: Western Title & Escrow Company
   Beneficiary: Mortgage Electronic Registration Systems, Inc.
   MIN: 1001863-0000005982-2
   (PARCEL II)

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

2004 OREGON BUSINESS 100 BEST COMPANIES TO WORK FOR

T 10544 MP 113

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 17 00 01302
Account No. [redacted]
(PARCEL I)

6. The 2004-2005 Taxes: $3,442.88, plus interest, UNPAID.

7. The 2005-2006 Taxes: A lien not yet due or payable.

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 17 00 01304
Account No. [redacted]
(PARCEL II)

8. The 2004-2005 Taxes: $3,764.86, plus interest, UNPAID.
(Includes $1,646.77, Unzoned Farm Disqualification Add.)

9. The 2005-2006 Taxes: A lien not yet due or payable.

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 17 00 01306
Account No. [redacted]
(PARCEL III)

10. The 2004-2005 Taxes: $830.71, plus interest, UNPAID.

11. The 2005-2006 Taxes: A lien not yet due or payable.

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 17 00 01307
Account No. [redacted]
(PARCEL IV)

12. The 2004-2005 Taxes: $3,608.40, (Balance Due $492.13, plus interest, UNPAID).
(Includes $3,053.95, Unzoned Farm Disqualification Add.)

13. The 2005-2006 Taxes: A lien not yet due or payable.

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 17 00 01308
Account No. [redacted]
(PARCEL V)

14. The 2004-2005 Taxes: $1,771.15, plus interest, UNPAID.

15. The 2005-2006 Taxes: A lien not yet due or payable.

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 NP 113

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

AmeriTitle

By: _____
Debby Davidson, Title Examiner
DD:cl/kw

Report #2: Supplemented to correct city lien note.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I

In Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon: Section Seventeen (17): The North Half of the Northwest Quarter of the Northwest Quarter (N1/2NW1/4NW1/4), lying and being Westerly of the Central Oregon Irrigation District lateral C-5 running through said premises.

EXCEPTING a parcel of land in a portion of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section 17, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Commencing at the Northwest corner of said Section 17, marked by a brass cap, the initial point; thence South 00°18'58" West, along the West line of the said Section 17, 670.33 feet to a ½" pipe; thence North 89°52'20" East, along an existing fence line, 263.00 feet to the point of beginning, marked by a ½" pipe; thence North 00°18'58" East, 140.00 feet; thence South 89°59'04" East, parallel to the North line of the Northwest Quarter (NW1/4), 414.83 feet to the Center line of the Central Oregon Irrigation District's sub-lateral "C-5"; thence South 10°32'22" West, along the center line of said "C-5", 143.76 feet; thence South 89°52'16" West, along the existing fence line, 379.05 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion dedicated to the public by Declaration of Dedication recorded July 11, 1980, in Book 324, Page 769, of Deschutes County Deed Records.

PARCEL II

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

Section 17: A tract of land lying in the South Half of the Northwest Quarter of the Northwest Quarter (S1/2NW1/4NW1/4) of Section 17 more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 17; thence North 00°20'02" East, along the West line of said Section 17, 329.51 feet to the true point of beginning for this description; thence North 85°12'00" East, 408.60 feet; thence North 2° 18'29" West 296.21 feet to the North line of the South Half of the Northwest Quarter of the Northwest Quarter of said Section 17; thence North 89°59'07" West along said North line, 393.31 feet to the West line of said Section 17; thence South 00°20'03" West along the said West line, 330.27 feet to the true point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

PARCEL III

A tract of land lying in the South Half of the Northwest Quarter of the Northwest Quarter (S1/2NW1/4NW1/4) of Section Seventeen (17) South, Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at the Southwest corner of the NW1/4NW1/4 of Section 17; thence North 0°20'03" East, along the West line of said Section 17, 329.51 feet; thence North 85°12'00" East, 408.60 feet to the Point of Beginning for this description; thence North 2°18'29" West, 296.21 feet to the North line of the S1/2NW1/4NW1/4 of said Section 17; thence South 89°59'07" East, along said North line, 241.35 feet to the Westerly right of way line of the Central Oregon Irrigation sub-lateral C-5; thence South 15°12'44" West, along said right of way line, 287.42 feet; thence South 85°12'00" West, 152.97 feet to the Point of Beginning.

PARCEL IV

A tract of land lying in the South Half of the Northwest Quarter of the Northwest Quarter of Section Seventeen (17), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the Southwest Corner of the NW1/4 of the NW1/4 of said Section 17; thence North 00°20'03 East, along thw West line of said Section 17, 329.51 feet; thence North 85°12'00" East 561.57 feet to the westerly right of way line of the Central Oregon Irrigation sublateral C-5; thence South 15°12'44" West, along said right of way line, 231.97 feet; thence continuing along said right of way line, South 0°31'17" East, 152.45 feet to the South line of the NW1/4 of the NW1/4 of said Section 17; thence South 89°58'37" West, along said South line, 502.04 feet to the point of beginning.

EXCEPTING therefrom that portion dedicated to the City of Redmond, recorded March 18, 2004, in Volume 2004, Page 14593, Deschutes County Records.

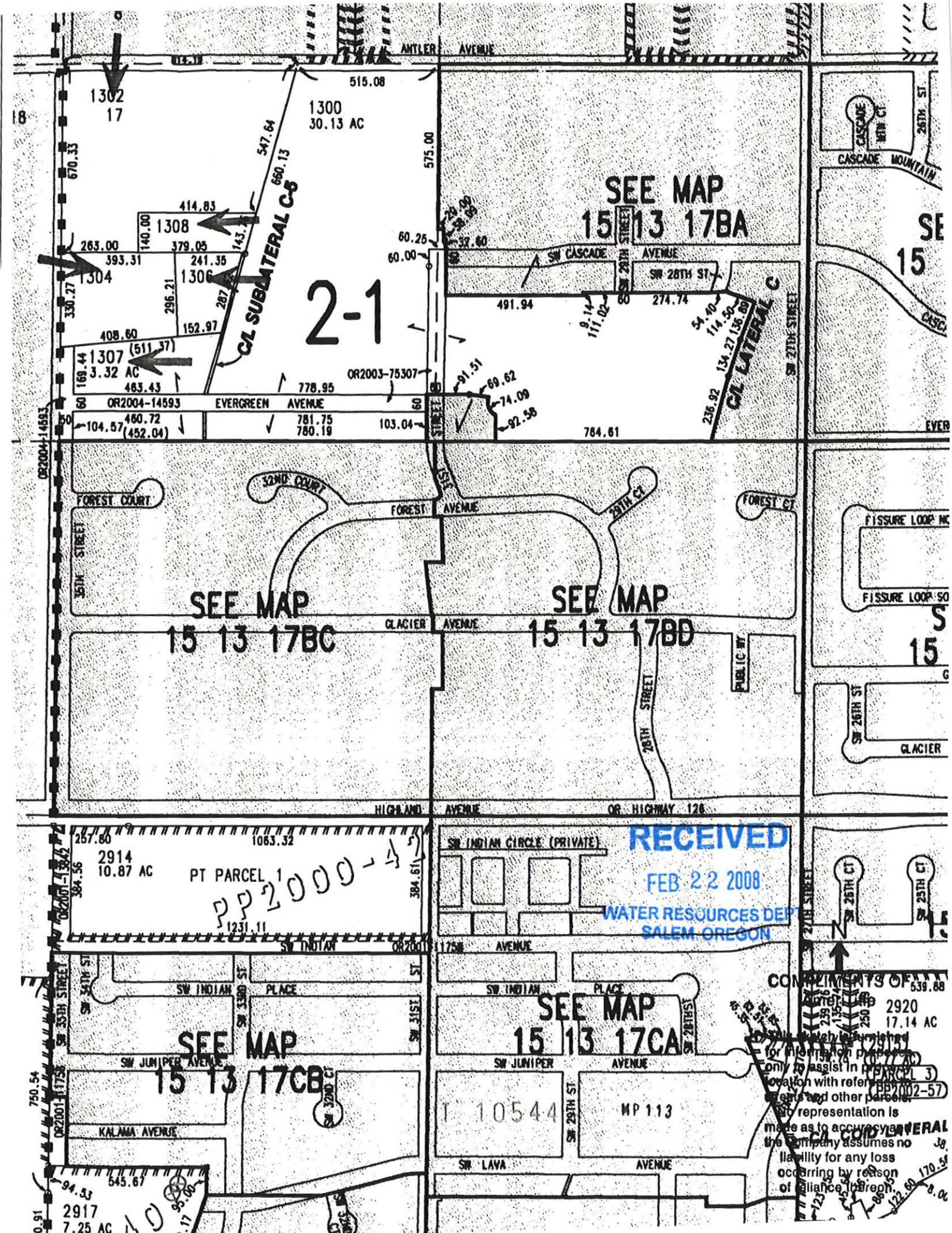
PARCEL V

A parcel of land in a portion of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section Seventeen (17), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at the Northwest corner of said Section 17, marked by a brass cap, the initial point; thence South 00°18'58" West, along the West line of the said Section 17, 670.33 feet to a 1/2" pipe; thence North 89°52'20" East, along an existing fence line 263.00 feet to the point of beginning, marked by a 1/2" pipe; thence North 00°18'58" East, 140.00 feet; thence South 89°59'04" East, parallel to the North line of the Northwest Quarter (NW1/4), 414.83 feet to the center line of the Central Oregon Irrigation District's sub-lateral "C-5"; thence South 10°32'22" West, along the center line of said "C-5", 143.76 feet; thence South 89°52'16" West, along an existing fence line 379.05 feet to the point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113



For information purposes only to assist in preparation with reference to rights and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.

7069-297283 JT

36
17

N/N

WARRANTY DEED -- STATUTORY FORM

RICHARD SCORZA, Grantor, conveys and warrants to CHET ANTONSEN, Grantee, the following described real property, free of encumbrances except as specifically set forth herein, to wit:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

Tax Account No(s): [redacted]
Map/Tax Lot No(s): 15-13-17-00-1302

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

The true consideration for this conveyance is PAID BY AN ACCOMMODATOR PURSUANT TO AN IRC 1031 EXCHANGE.

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

Dated this 17th day of November, 2003.

RICHARD SCORZA

STATE OF OREGON, COUNTY OF DESCHUTES) SS.

This instrument was acknowledged before me on November 17, 2003 by RICHARD SCORZA.

(Notary Public for Oregon)
My commission expires

OFFICIAL SEAL
P YANCEY
NOTARY PUBLIC - OREGON
COMMISSION NO. 363751
MY COMMISSION EXPIRES FEB. 9, 2007

After recording return to:
CHET ANTONSEN
612 NE SAVANNAH #3
BEND, OR 97701

Until a change is requested all tax statements shall be sent to the following address:
CHET ANTONSEN
612 NE SAVANNAH #3
BEND, OR 97701

TITLE NO. 12-0053703
ESCROW NO. 12-0053703

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

T 10544 MP 113

DOCUMENT POOR QUALITY
AT TIME OF RECORDING.

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2003-80271

$36.00

00223260200300802710020023

11/20/2003 02:36:45 PM

D-D Cnt=1 Stn=2 PAT
$10.00 $11.00 $10.00 $5.00

EXHIBIT "A"

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

Section 17: The North Half of the Northwest Quarter of the Northwest Quarter (N ½ NW ¼ NW ¼), lying and being Westerly of the Central Oregon Irrigation District Lateral C-5 running through said premises.

EXCEPTING a parcel of land in a portion of the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section 17, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows: Commencing at the Northwest corner of said Section 17, marked by a brass cap, the Initial Point; thence South 00°18'58" West, along the West line of the said Section 17, 670.33 feet to a ½" pipe; thence North 89°52'20" East, along an existing fence line 263.00 feet to the Point of Beginning, marked by a ½" pipe; thence North 00°18'58" East, 140.00 feet; thence South 89°59'04" East, parallel to the North line of the Northwest Quarter (NW ¼) 414.83 feet to the centerline of the Central Oregon Irrigation District Sublateral C-5; thence South 10°32'22" West, along the centerline of said C-5, 143.76 feet; thence South 89°52'16" West, along an existing fence line, 379.05 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion dedicated to the public by Declaration of Dedication recorded July 11, 1980 in Book 324, Page 769 of Deschutes County Deed Records.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2003-80287

$31.00

11/20/2003 03:20:56 PM

D-D Cnt=1 Stn=1 BECKEY
$5.00 $11.00 $10.00 $5.00

WARRANTY DEED -- STATUTORY FORM

JUDITH L. SCORZA and RICHARD A. SCORZA, as tenants by the entirety, Grantor, conveys and warrants to CHET ANTONSEN , Grantee, the following described real property, free of encumbrances except as specifically set forth herein, to wit:

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

Section 17: A tract of land lying in the South Half of the Northwest Quarter of the Northwest Quarter (S 1/2 NW 1/4 NW 1/4) of Section 17 more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of said Section 17; thence North 00`20'02" East, along the West line of said Section 17, 329.51 feet to the true point of beginning for this description; thence North 85`12'00" East, 408.60 feet; thence North 02`18'29" West 296.21 feet to the North line of the South Half of the Northwest Quarter of the Northwest Quarter (S 1/2 NW 1/4 NW 1/4) of said Section 17; thence North 89`59'07" West along said North line, 393.31 feet to the West line of said Section 17; thence South 00`20'03" West along the said West line, 330.27 feet to the true point of beginning.

Tax Account No(s): [redacted] Map/Tax Lot No(s): 15-13-17-00-1304

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

The true consideration for this conveyance is PAID BY AN ACCOMMODATOR PURSUANT TO AN IRC 1031 EXCHANGE.

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

Dated this 17th day of November, 2003.

Judith L. Scorza
JUDITH L. SCORZA

RICHARD A. SCORZA

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

STATE OF OREGON, COUNTY OF DESCHUTES) SS.

This instrument was acknowledged before me on November 17, 2003 by RICHARD A. SCORZA AND JUDITH L. SCORZA.

P Yancey
(Notary Public for Oregon)
My commission expires

OFFICIAL SEAL
P YANCEY
NOTARY PUBLIC - OREGON
COMMISSION NO. 363751
MY COMMISSION EXPIRES FEB. 9, 2007

After recording return to:
CHET ANTONSEN/ EXCHANGER
612 NE SAVANNAH #3
BEND, OR 97701

Until a change is requested all tax statements shall be sent to the following address:
CHET ANTONSEN/ EXCHANGER
SAME AS ABOVE

TITLE NO. 12-0053803 ESCROW NO. 12-0053803

Recorded By:
Western Title & Escrow Co.

T 10544 MP 113

WARRANTY DEED -- STATUTORY FORM

ROBERT L. JOHNNIE and JUDITH E. JOHNNIE, as tenants by the entirety, Grantor, conveys and warrants to FLOYD C. ANTONSEN, Grantee, the following described real property, free of encumbrances except as specifically set forth herein, to wit:

PER ATTACHED EXHIBIT "A"

Tax Account No(s): [redacted]
Map/Tax Lot No(s): 15-13-17-00-01306 15-13-17-00-01307

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

The true consideration for this conveyance is PAID BY AN ACCOMMODATOR PURSUANT TO AN IRC 1031 EXCHANGE

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

Dated this 24 day of September, 2003.

Robert L. Johnnie
ROBERT L. JOHNNIE

Judith E. Johnnie
JUDITH E. JOHNNIE

STATE OF OREGON, COUNTY OF DESCHUTES) SS.

This instrument was acknowledged before me on September 24, 2003 by ROBERT L. JOHNNIE AND JUDITH E. JOHNNIE.

P Yancey
(Notary Public for Oregon)
My commission expires:

After recording return to:
FLOYD C. ANTONSEN
5530 NE 122ND AVENUE
PORTLAND, OR 97230

Until a change is requested all tax statements shall be sent to the following address:
FLOYD C. ANTONSEN
5530 NE 122ND AVENUE
PORTLAND, OR 97230

TITLE NO. 12-0103403
ESCROW NO. 12-0103403

Recorded By:
Western Title & Escrow Co.

OFFICIAL SEAL
P YANCEY
NOTARY PUBLIC - OREGON
COMMISSION NO. 363751
MY COMMISSION EXPIRES FEB. 9, 2007

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2003-67878

$36.00

09/30/2003 11:16:28 AM

D-D Cnt=1 Stn=2 PAT
$10.00 $11.00 $10.00 $5.00

T 10544 MP 113

EXHIBIT "A"

PARCEL I:
A tract of land lying in the South Half of the Northwest Quarter of the Northwest Quarter (S 1/2 NW 1/4 NW 1/4) of Section 17 South, Township 15 South,Range 13, East of the Willamette Meridian, Deschutes County, Oregon, described as follows: Commencing at the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 17; thence North 00`20'03" East, along the West line of said Section 17, 329.51 feet; thence North 85`12'00" East, 408.60 feet to the Point of Beginning for this description; thence North 02`18'29" West, 296.21 feet to the North line of the South Half of the Northwest Quarter of the Northwest Quarter (S 1/2 NW 1/4 NW 1/4) of said Section 17; thence South 89`59'07" East, along said North line, 241.35 feet to the Westerly right of way line of the Central Oregon Irrigation sub-lateral C-5; thence South 15`12'44" West, along said right of way line, 287.42 feet; thence South 85`12'00" West, 152.97 feet to the Point of Beginning.

PARCEL II:
A tract of land lying in the South Half of the Northwest Quarter of the Northwest Quarter (S 1/2 NW 1/4 NW 1/4) of Section 17, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, described as follows: Beginning at the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of said Section 17,thence North 00`20'03" East, along the West line of said Section 17, 329.51 feet; thence North 85`12'00" East, 561.57 feet to the Westerly right of way line of the Central Oregon Irrigation sublateral C-5; thence South 15`12'44" West along said right of way line, 231.97 feet; thence continuing along said right of way line, South 00`31'17" East, 152.45 feet to the South line of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of said Section 17; thence South 89`58'37" West, along said South line 502.04 feet to the point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

WARRANTY DEED -- STATUTORY FORM

LOA JODEE MILLER, Grantor, conveys and warrants to CHET ANTONSEN, Grantee, the following described real property, free of encumbrances except as specifically set forth herein, to wit:

2

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

Tax Account No(s): [redacted]
Map/Tax Lot No(s): 15-13-17 TL 1308

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

The true consideration for this conveyance is PAID BY AN ACCOMMODATOR PURSUANT TO AN IRC 1031 EXCHANGE.

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

Dated this 3rd day of December, 2003.

Loa Jodee Miller
LOA JODEE MILLER

STATE OF OREGON, COUNTY OF DESCHUTES) ss.

This instrument was acknowledged before me on December 3rd, 2003 by LOA JODEE MILLER.

P Yancey
(Notary Public for Oregon)
My commission expires _____

After recording return to:
CHET ANTONSEN
612 NE SAVANNAH #3
BEND, OR 97701

Until a change is requested all tax statements shall be sent to the following address:
CHET ANTONSEN
612 NE SAVANNAH #3
BEND, OR 97701

OFFICIAL SEAL
P YANCEY
NOTARY PUBLIC - OREGON
COMMISSION NO. 363751
MY COMMISSION EXPIRES FEB. 9, 2007

TITLE NO. 12-0172803
ESCROW NO. 12-0172803

Recorded By:
Western Title & Escrow Co.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2003-83133
$36.00
12/04/2003 03:42:07 PM
D-D Cnt=1 Stn=1 BECKEY
$10.00 $11.00 $10.00 $5.00

T 10544 MP 113

Order No. 12-0172803

EXHIBIT "A"

A parcel of land in a portion of the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 17, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at the Northwest corner of said Section 17, marked by a brass cap, the initial point; thence South 00°18'58" West, along the West line of the said Section 17, 670.33 feet to a ½" pipe; thence North 89°52'20" East, along an existing fence line 263.00 feet to the point of beginning, marked by a ½" pipe; thence North 00°18'58" East, 140.00 feet; thence South 89°59'04" East, parallel to the North line of the Northwest Quarter (NW1/4), 414.83 feet to the centerline of the Central Oregon Irrigation District's sub-lateral "C-5"; thence South 10°32'22" West, along the centerline of said "C-5", 143.76 feet; thence South 89°52'16" West, along an existing fence line 379.05 feet to the point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Water Right Transfer Supplemental Form A
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,
mailing address 2598 N Hwy 97; Redmond, OR 97756
telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

☒ Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application, or

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation ☒ Professional expertise

3. My knowledge is specific to the use of water at the following locations:

Township	Range	Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
15 S	13 E	WM	17	NW NW	1302	6.70
15 S	13 E	WM	17	NW NW	1304	2.0
15 S	13 E	WM	17	NW NW	1306	1.0
15 S	13 E	WM	17	NW NW	1307	4.0
15 S	13 E	WM	17	NW NW	1308	1.0

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

(continues on reverse side)

Please print legibly or type. Be as specific as possible. Attach additional pages if you need more space. Supporting documentation must be attached.

T 10544 MP 113

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

Pasture Grass

5. The water delivery system used to apply water as authorized by the right is described below:

Delivered through weir C-5-5. Flood irrigated with ditches and tarps.

6. One or more of the following documentation supporting the above statements is attached:

- ☐ Copy of a water right certificate that was issued within the last five years (not a remaining right certificate),
- ☐ Copies of receipts from sales of irrigated crops or for expenditures relating to the use of water,
- ☒ Records such as Farm Service Agency crop reports, irrigation district records, an NRCS farm management plan, or records of other water suppliers,
- ☒ Dated aerial photographs of the lands or other photographs containing sufficient detail to establish the location and date of the photograph,
- ☐ Dedicated power usage records or receipts,
- ☐ Other: _____

Cary D. Renhollow
Signature of Affiant

August 10, 2005
Date

Signed and sworn to (or affirmed) before me this 10th day of August, 2005.

Leslie Clark
Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC - OREGON
COMMISSION NO. 354438
COMMISSION EXPIRES FEB. 5, 2006

My Commission Expires: Feb. 5, 2006

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Please print legibly or type. Be as specific as possible. Attach additional pages if you need more space. Supporting documentation must be attached.

T 10544 MP 113

BENEFICIAL USE SITE REPORT
REPORT YEAR 2003 & 2004

Property Owner: Chet Antonsen

Property Tax Map: 15-13-17 NW NW 1302;1304;1306;1307;1308

Address: 3362; 3569; 3392; 3390 W Antler Ave; Redmond

☐ Number of Acres reported dry_____

☐ Interviewed Patron (who and date) _____

☐ Evidence of Use provided by Patron _____

☐ Discussed with Patrolman _____

X Visual review of Property: Patrolman survey during 2003 & 2004 season

☐ Actual number of acres dry_____

X Actual numbers of acres in use: 14.70

☐ Neighbor(s) interviewed (who and date)_____

_____

☐ Discussed options with Patron: Use_____ Lease Instream_____ Transfer _____

☐ What measures are now needed?

Talk with water right user _____

Follow up in _____ weeks/days

Re-visit site on _____

NOTES:

Delivered thru C-5-5

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Inspected by: Patrolman Dean Howey 2003 & 2004

T 10544 MP 113

AFFIDAVIT OF CHET ANTONSEN

STATE OF OREGON)
) ss.
County of Deschutes)

Chet Antonsen, being first duly sworn upon oath, deposes and states:

1. I am the owner of real property located in the NW ¼ of the NW ¼ of Section 17, Township 15S, Range 13E; Deschutes County tax map ID Nos. 15-13-17-00, lots 1302, 1304, 1306, 1307, 1308, for which appurtenant water rights are apportioned as follows: Lot 1302 – 6.7 acres; Lot 1304 – 2.0 acres; Lot 1306 1.0 acre; 1307 – 4.0 acres; 1308 1.0 acres; totaling 14.7 acres ("the water rights").

2. The water rights have been exercised for the authorized purpose of irrigation, within the past 18 months.

3. The water delivery system used to apply the water as authorized by the water rights has been flood irrigation and hand sprinkler delivery.

4. The following documentation is made a part of this affidavit in support of the above statements: Dated aerial photograph(s) of the subject property.

By _____
CHET ANTONSEN

SUBSCRIBED and SWORN to before me this 8th day of July, 2005.

OFFICIAL SEAL
JANET E READ
NOTARY PUBLIC-OREGON
COMMISSION NO. 357093
MY COMMISSION EXPIRES APR. 23, 2006

_____
NOTARY PUBLIC FOR OREGON
My Commission Expires: 4-23-06

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Short-Term Lease of Existing Water Rights for Instream Use and Preliminary and Final Award of Mitigation Credits, Certificate 76358, Deschutes County	)))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE & MITIGATION CREDIT PROJECT

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating short-term instream lease applications.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Lessor #1
Arrowood Development
250 NW Franklin Ave., Suite 203
Bend, OR 97701

Lessor #2
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes Water Exchange (DWE) Mitigation Bank
PO Box 1560
Bend, OR 97709
ghubert@deschutesrc.org

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Findings of Fact

1. On June 21, 2006, COID, the DWE Mitigation Bank, and Arrowood Development filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number L-753.

2. Interest in a portion of the water right to be leased instream has been quit claimed from the original land owners. The lease application form identifies Arrowood Development as the interest holder in the water right. Individual quit claim deeds, along with supporting documentation, submitted with the application identify that interest in the portion of the right to be leased is held by Arrowood Development. The Department has determined that Arrowood Development is an interest holder in the right and is authorized to lease the water rights instream.

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

T 10544 MP 113

3. The right to be leased is as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 14.7 acres
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)
Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.184 CFS	0.245 CFS	0.323 CFS	
December 2, 1907			0.130 CFS	
Totals	0.184 CFS	0.245 CFS	0.454 CFS	145.68 AF

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.
Source: Deschutes River, tributary to the Columbia River
Place of Use:

Irrigation of 14.7 acres						
Twp	**Rng**	**Mer**	**Sec**	**Q-Q**	**Tax Lot**	**Acres**
15 S	13 E	WM	17	NW NW	1302	6.7
15 S	13 E	WM	17	NW NW	1304	2.0
15 S	13 E	WM	17	NW NW	1306	1.0
15 S	13 E	WM	17	NW NW	1307	4.0
15 S	13 E	WM	17	NW NW	1308	1.0

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

4. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

1 10544 MP 113

5. The instream use is as follows:
Deschutes River tributary to the Columbia River
Instream Reach #1: From POD #11 (as described in Finding of Fact #3) to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.101 Season 2: 0.135 Season 3: 0.250	80.12	April 1 – Oct. 26

6. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

9. The lease will terminate on October 31, 2006.

10. The lessor has requested the option of terminating the lease early with written notice to the Department.

Preliminary Award of Deschutes Basin Mitigation Credits

11. The Lessee, a mitigation bank chartered by the Water Resources Commission, has requested that the portion of the right to be protected instream be used to generate mitigation credits.

12. The Department assigned this mitigation credit project number MP-87.

13. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6). The Department also provided notice of the mitigation credit project to the Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, Oregon Parks and Recreation Department, Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2). Comments were received from the Oregon Parks and

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Recreation Department. These comments identified a need for additional instream flow protections for recreation. Emphasis should be placed on protecting flows evenly during the late spring and summer period not otherwise affected by higher spring run-off.

14. The shaping proposed by the instream lease application protects water instream over almost the entire irrigation season at the maximum rates possible and appears to meet these recommendations. Therefore, no modifications were made to the lease based upon comments received.

15. The Department finds that **26.5** mitigation credits may be awarded to this mitigation credit project and assigned to the Deschutes Water Exchange Mitigation Bank. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the **General and Middle Deschutes** zones of impact.

16. The mitigation credits expire on December 31, 2010.

17. The use and maintenance of the mitigation credits is subject to the terms and conditions of the Deschutes Water Exchange Mitigation Bank Charter.

18. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of the Final Order approving the proposed instream lease shall result in completion of the project and verification that the project is complete.

19. No precedent is set by this Final Order as to the amount of mitigation credits that may be generated by a subsequent mitigation credit project.

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease agreement conforms to the applicable provisions of OAR 690-077-0015.

This mitigation project results in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

ORDER

Therefore, it is ORDERED:

1. That the Short-Term Lease as described herein is APPROVED.

2. The former place of use shall no longer receive water as part of these rights during the term of the lease.

3. The lease shall terminate on October 31, 2010. The lessor and lessee shall have the option of terminating the lease with written notice to the Department provided to both the Salem office and Watermaster office. Written notice of termination of a lease must be provided by all lessors and the lessee. The written notice to Salem office must include original signatures.

RECEIVED

T 10544 MP 113

The notice to the Watermaster office may be made by fax or e-mail. The lease may be terminated at any time during a calendar year. However, if the termination request is received after the period of allowed use has begun for the water right(s) being leased, water may not be used under the right(s) leased until the following calendar year.

4. **Final Award of Deschutes Basin Mitigation Credits:** Issuance of this Final Order results in completion of the project and verification by the Department that the project is complete. The Department concludes that the mitigation credit project is awarded mitigation credits, as described above, pursuant to OAR 690-521-0400 and ORS 537.746. Mitigation Credits, in the amount of **26.5** credits, as described herein, are awarded to this mitigation project and assigned to the Deschutes Water Exchange Mitigation Bank. Mitigation Credits may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the **General and Middle Deschutes** zones of impact.

5. Mitigation credits are valid until used (or until they expire or are terminated) to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

6. The mitigation credits shall expire on December 31, 2010.

7. The use and maintenance of the mitigation credits shall be subject to the terms and conditions of the Deschutes Water Exchange Mitigation Bank Charter.

Dated at Salem, Oregon this 31ST day of July 2006.

FOR Phillip C. Ward, Director

Mailing date: AUG 0 7 2006

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

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

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Elk Horn Development, LLC, releases and quitclaims to Central Oregon Irrigation District all rights, title and interest in the following: By this agreement and signed transfer application form, Grantor, the owner of the lands listed in Exhibit "A" release their claim and responsibility for 23.02 acres of Central Oregon Irrigation District water rights that are appurtenant to the lands listed in Exhibit A, to Central Oregon Irrigation District. Central Oregon Irrigation District may elect to complete the transfer application and submit it to the Water Resources Department for approval of use of the water right at a new location and/or use. Central Oregon Irrigation District may attach this agreement to the Oregon Water Resources Department's lease form and file with the District's annual Short Term Water Right Lease Agreement.

By entry of this deed, grantor hereby notifies any subsequent purchaser of the lands listed in Exhibit "A", that grantor, as owner of the subject land, approved the transfer (including a change in the place and type of use and point of diversion) of the water rights that are appurtenant to the subject land; and that upon completion of a transfer, by election of COID, the subject land will have 1.93 acres of appurtenant water right remaining.

Furthermore, upon signing of this agreement and the accompanying transfer application, Elk Horn Development, LLC shall no longer be liable for any district assessment or charges pertaining to the 23.02 acres of water right incurred after the date of signing and subsequent completion of the transfer of water. The water right in question is further described as a portion of certificate # 76358, priority of 1900 and 1907, located: 15-13-08 SE SW 100 (7.57 acres); Lot 200 (9.50 acres); Lot 300 (3.05 acres); Lot 400 (0.40 acres); Lot 500 (2.50 acres).

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

Consideration for this Quitclaim is: COID to pay Grantor $9,208.00 ($400.00 per acre).

Grantor:

D. [illegible] Date 6-28-04

Elk Horn Development, LLC

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon
County of Deschutes

This instrument was acknowledged before me on June 28, 2004 by Dennis Pahlisch as member of Elk Horn Development, LLC.

Nancy E Kowalski
My commission expires 10-18-2007

OFFICIAL SEAL
NANCY E. KOWALSKI
NOTARY PUBLIC - OREGON
COMMISSION NO. 373002
MY COMMISSION EXPIRES OCT. 18, 2007

MAIL TAX STATEMENT
TO: NO CHANGE

er Recording return to:

Central Oregon Irrigation District
2598 North Highway
Redmond, OR 97756

Approved by CENTRAL OREGON IRRIGATION DISTRICT

Steven C. Johnson, Secretary-Manager

T 10544 MP 113

EXHIBIT "A"

PARCEL I:
A portion of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of Section 8, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Starting at the South Quarter corner of said Section 8, the initial point as well as the point of beginning; thence North 00°02'00" West along the East line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), 1338.44 feet to the Northeast corner of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), thence North 89°54'00" West along the North line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), 657.02 feet to a ½" x 18" steel bar; thence South 00°27'00" West, 669.59 feet to a ½" x 18" steel bar; thence South 89°44'00" East, 486.00 feet to the center of C.O.I.D'S Lat. C; thence South 16°44'00" East along the centerline of said Lat. C, 329.76 feet; thence South 01°52'00" East along the centerline of said Lat. C, 355.29 feet to the South line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼); thence South 89°32'00" East along the South line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), 49.68 feet to the said South Quarter corner of the said Section 8, and the point of beginning.

PARCEL II:
The North Half of the West Half of the Southeast Quarter of the Southwest Quarter (N ½ W ½ SE ¼ SW ¼) of Section 8, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

PARCEL III:
A parcel of land situate in and being the West Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter (W ½ SW ¼ SE ¼ SW ¼) of Section 8, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a brass cap monumenting the Southwest corner of Section 8, Township 15 South, Range 13, East of the Willamette Meridian, the Initial Point; thence South 89°58'19" East along the South line of the Southwest Quarter of said Section 8, 1320.68 feet to the West 1/16 corner and the True Point of Beginning, a point witnessed by a ½" pipe which bears North 00°31'57" East, 30.00 feet and also witnessed by a ½" rod within a 2" pipe which bears South 60°13" West, 2.52 feet; thence South 89°58'19" East along said South line, 330.17 feet to the East line of the West Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter (W 1/2 SW ¼ SE ¼ SW ¼)and the

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

centerline of NW 30th Street being 60.00 feet wide, 30.00 feet each side of centerline; thence North 00°28'42" East along said East line and along said centerline, 668.22 feet to the North line of said Southwest Quarter of the Southeast Quarter of the Southwest Quarter (SW 1/4 SE ¼ SW ¼) a point witnessed by a ½" pipe on the West line of said street which bears North 89°55'02" West, 30.00 feet; thence North 89°55'02" West along said North line, 329.54 feet to a ½" pipe on the West line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼); thence South 00°31'57" West along said West line 668.54 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion lying in Northwest Antler Avenue.

ALSO EXCEPTING THEREFROM that portion dedicated to the public in Declaration of Dedication recorded July1, 1982 in Book 358, Page 919.

PARCEL IV:
The West 198 feet of the East Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter (E ½ SW ¼ SE ¼ SW ¼) of Section 8, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING THEREFROM that portion lying in Northwest Antler Avenue.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2004-40667

$41.00

00283031200400406670040040

07/09/2004 11:18:44 AM

D-D Cnt=1 Stn=3 PAM
$15.00 $11.00 $10.00 $5.00

DESCHUTES COUNTY CLERK

CERTIFICATE PAGE

This page must be included
if document is re-recorded.
Do Not remove from original document.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

ELK HORN DEVELOPMENT, LLC

(an Oregon limited liability company)

OPERATING AGREEMENT

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

INDEX TO OPERATING AGREEMENT
OF
ELK HORN DEVELOPMENT LLC

	Page
ARTICLE 1 FORMATION	1
1.2 Articles of Organization	1
1.3 Duration	1
1.4 Principal Place of Business	1
1.5 Registered Office and Registered Agent	1
1.6 Nature of Business	1
1.7 Defects as to Formalities	1
1.8 No Partnership Intended for Non-tax Purposes	1
1.9 Rights of Creditors and Third Parties	2
1.10 Title to Property	2
1.11 Payments of Individual Obligations	2
ARTICLE 2 MEMBERS, CONTRIBUTIONS, AND INTERESTS	2
2.1 Names and Addresses	2
2.2 Authority to Act	3
2.3 Other Business of Members	3
2.4 Additional Members	3
2.5 Additional Contributions	3
2.6 No Interest on Capital Contributions	3
2.7 Capital Accounts	3
ARTICLE 3 MEMBER MEETINGS	3
3.1 Annual Meetings	3
3.2 Special Meetings	4
3.3 Place of Meetings	4
3.4 Notice of Meetings	4
3.5 Meeting of all Members	4
3.6 Record Date	4
3.7 Quorum	4
3.8 Manner of Acting	4
3.9 Proxies	5
3.10 Action by Members Without a Meeting	5
3.11 Waiver of Notice	5
3.12 Telephonic Meetings	5
ARTICLE 4 ACCOUNTING AND RECORDS	5
4.1 Books of Account	5
4.2 Fiscal Year	5
4.3 Accounting Reports	5
4.4 Tax Returns	5

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

ARTICLE 5 ALLOCATIONS AND DISTRIBUTIONS..... 6
5.1 Allocations of Income and Loss for Tax Purposes..... 6
5.2 Distributions..... 6
5.3 General..... 6

ARTICLE 6 TRANSFERS OF INTEREST..... 7
6.1 Restriction on Transfers..... 7
6.2 Right of First Refusal..... 7
6.3 Prohibited Sales or Transfers..... 8
6.4 Rights and Obligations of Assignees and Assignors..... 9
6.5 Acceptance of Assignee as Substitute Member..... 9
6.6 Distributions and Allocation Regarding Purchased or Transferred Interests 10

ARTICLE 7 WITHDRAWAL AND DISSOLUTION..... 11
7.1 Withdrawal..... 11
7.2 Events of Dissolution..... 11
7.3 Effect of Death of a Member..... 11
7.4 Effect of Withdrawal or Other Event..... 11
7.5 Liquidation Upon Dissolution and Winding Up..... 11
7.6 Valuation of Member's Ownership Interest..... 11
7.7 Payment for Member's Interest..... 12
7.8 Effect of Purchase of Member's Interest..... 12

ARTICLE 8 INDEMNIFICATION..... 12
8.1 General Indemnification..... 12
8.2 Sale of Membership Interest..... 13

ARTICLE 9 AMENDMENTS..... 13

ARTICLE 10 GENERAL PROVISIONS..... 13
10.1 Notice..... 13
10.2 Full Authority..... 13
10.3 Choice of Law and Choice of Forum..... 13
10.4 Severability..... 14
10.5 Further Assurances and Additional Documents..... 14
10.6 Remedies..... 14
10.7 Attorney Fees..... 14
10.8 No Third Party Beneficiaries..... 14
10.9 Excuse for Nonperformance..... 14
10.10Neutral Interpretation..... 15
10.11Arbitration and Mediation in Lieu of Litigation..... 15
10.12Waiver..... 16
10.13Time..... 16
10.14Counterparts..... 16
10.15Number and Gender..... 16

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

10.16Captions and Headings..... 16
10.17Calculations of Time..... 16
10.18Modification or Amendments..... 17
10.19Successors and Assigns..... 17
10.20Entire Agreement..... 17

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544
MP 113

OPERATING AGREEMENT OF
ELK HORN DEVELOPMENT, LLC,
An Oregon Limited Liability Company

This Operating Agreement (the "Agreement") is entered into and shall be effective as of 6-30-, 2003, by Dennis L. Pahlisch collectively the "Member".

ARTICLE 1
FORMATION

1.1 **Name.** The name of the limited liability company is Elk Horn Development, LLC.

1.2 **Articles of Organization.** Articles of Organization ("Articles") were filed with the Oregon Secretary of State on 6\30\03 pursuant to the Oregon Limited Liability Company Act (the "Act").

1.3 **Duration.** Company shall exist perpetually.

1.4 **Principal Place of Business.** The principal office of the Company and mailing address shall initially be at 549 SW Mill View Way Suite 100, Bend OR 97702. The members may relocate the principal office or establish additional offices from time to time.

1.5 **Registered Office and Registered Agent.** The Company's initial registered office and mailing address shall be at 549 SW Mill View Way Suite 100, Bend OR 97702 and the name if its initial registered agent at such address shall be Dennis L. Pahlisch.

1.6 **Nature of Business.** The principal business of the Company shall be the purchase and development of real property. The Company may engage in any lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business.

1.7 **Defects as to Formalities.** A failure to observe any formalities or requirements of this Agreement, the Articles or the Act shall not be grounds for imposing personal liability on members for liabilities of the Company

1.8 **No Partnership Intended for Non-tax Purposes.** The members have formed the Company under the Act, and expressly do not intend hereby to form a partnership under either the Oregon Uniform Partnership Act or the Oregon Uniform Limited Partnership Act or a corporation under the Oregon Business Corporation Act. The members do not intend to be partners one to another, or partners as to any third party. To the extent any member, by word or action, represents to another person that any other member is a partner or that the company is a partnership, the member making such wrongful representation

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

shall be liable to any other member who incurs personal liability by reason of such wrongful representation.

1.9 **Rights of Creditors and Third Parties.** This Agreement is entered into among the Company and the members for the exclusive benefit of the Company, its members, and their successors and assigns. The Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under the Agreement or any agreement between the Company and any member with respect to any contribution or otherwise.

1.10 **Title to Property.** The Company as an entity shall own all Company property and no member shall have any ownership interest in such property in the member's individual name or right, and each member's interest in the Company shall be personal property for all purposes. Except as otherwise provided in this Agreement, the Company shall be personal property for all purposes. Except as otherwise provided in this Agreement, the Company shall hold all Company property in the name of the Company and not in the name or names of any member or members.

1.11 **Payments of Individual Obligations.** The Company's credit and assets shall be used solely for the benefit of the Company, and no asset of the Company shall be transferred or encumbered for or in payment of any individual obligation of any member unless otherwise provided for herein.

ARTICLE 2

MEMBERS, CONTRIBUTIONS, AND INTERESTS

2.1 **Names and Addresses.** The names and addresses of the members of the Company, the agreed value of their initial capital contributions, and their initial percentage ownership interests are:

Name and Address	Contribution	Ownership Interest
Dennis L. Pahlisch 549 SW Mill View Way Suite 100 Bend OR 97702	$_____	100%

2.2 **Authority to Act.** No member shall have any power or authority to bind the Company unless the member shall have been authorized by the members to act as an agent of the Company in accordance with this Agreement or by any duly passed resolution of the members. The members may delegate certain day-to-day management tasks to certain members by resolution of the members.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

2.3 Other Business of Members. Members seeking to engage independently or with others in another business and investment venture must make full disclosure of the nature of the business or investment venture to the Company and obtain approval from members owning in the aggregate 75% of the ownership interest of the Company.

2.4 Additional Members. Additional members shall not be admitted except by an affirmative vote of members owning in the aggregate 75% of the ownership interest of the Company.

2.5 Additional Contributions. Additional capital contributions shall be accepted from existing members only if members owning in the aggregate 75% of the ownership interest of the Company approve and set the maximum total amount of the additional capital contributions. If the members do so, the members shall have the opportunity (but not the obligation) to make such additional capital contributions on a pro rata basis in accordance with their ownership interests. If any member elects to make less than the member's pro rata share of any additional capital contributions, the others may contribute the difference on a pro rata basis in accordance with their ownership interest or on any other basis they agree upon.

2.6 No Interest on Capital Contributions. No interest shall be paid on the initial capital contributions. In the event members contribute additional capital or make loans to the Company, interest will be paid on the capital contribution or loan principle at a rate of interest established by reference to the Treasury Constant Maturity Average published by the Federal Reserve Bank.

2.7 Capital Accounts. An individual capital account shall be maintained for each member. Each member's capital account shall be (i) credited with all capital contributions by such member and the member's distributive shall of all income and gain (including any income exempt from federal income tax); and (ii) charged with the amount of all distributions to such member and the member's distributive share of losses and deductions. Capital accounts shall be maintained in accordance with federal income tax accounting principles as set forth in Treas. Reg. § 1.704-1 (b)(2)(iv) or any successor provision.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

ARTICLE 3
MEMBER MEETINGS

3.1 Annual Meeting. The annual meeting of the members shall be held on the fourth Tuesday in November or at such other time as shall be determined by the members, for the purpose of the transaction of such business as may come before the meeting.

3.2 Special Meetings. Any member or members holding at least 50% of the ownership interest unless otherwise prescribed by statute may call special meetings of the members, for any purpose or purposes.

3.3 **Place of Meetings.** The members may designate any place, either within or outside of Oregon, as the location for any meeting of the members. If no designation is made, or if a special meeting were otherwise called, the place of meeting shall be the principal executive office of the Company in Oregon.

3.4 **Notice of Meetings.** Except as provided in Section 3.5 below, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than 30 nor more than 50 days before the date of the meeting, either personally or by mail, by or at the direction of the person calling the meeting, to each member. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United Sates mail, addressed to the member at the member's address as it appears on the books of the Company, with postage thereon prepaid.

3.5 **Meeting of all Members.** If all of the members shall meet at any time and place, either within or outside of Oregon, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

3.6 **Record Date.** For the purpose of determining the members for any purpose, the date on which any required notice is mailed shall be the record date for such determination of the members.

3.7 **Quorum.** Members, represented in person or by proxy, with an aggregate ownership interest in excess of 60% shall constitute a quorum at any meeting of the members. In the absence of a quorum at any such meting, the members so represented may adjourn the meeting from time to time for a period not to exceed 60 days without further notice. However, if the adjournment is for more than 60 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each member of record. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the departure during such meeting of members whose absence would cause less than a quorum to remain.

3.8 **Manner of Acting.** If a quorum is present, an aggregate of ownership interest in excess of 50% that vote on any matter or action shall constitute a majority, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, the Articles, or this Agreement. Unless otherwise expressly provided herein or required under applicable law, members who have an interest in the outcome of any particular matter upon which the members vote or consent may vote or consent upon any such matter and their ownership interest shall be counted in the determination of whether the requisite matter was approved by the members.

3.9 **Proxies.** At all meetings of the members a member may vote the member's ownership interest in person or by a proxy executed in writing by the member or by a duly authorized attorney-in-fact. Such proxy shall e filed with the

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Company before or at the time of the meeting and may be of any duration except that a member who shall appear in person at a meeting shall void any outstanding proxy for so long as such member is in attendance.

3.10 Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of members may be taken without a meeting if the action is evidenced by written consents of all members describing the action taken and delivered to the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when the members have signed the consent, unless the consent specifies a different effective date. The record date for determining members entitled to take action without a meeting shall be the date the first member signs a written consent.

3.11 Waiver of Notice. When any notice is required to be given to any member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

3.12 Telephonic Meetings. With respect to a particular meeting or generally with respect to any future meetings, the members may permit any or all members to participate in the meeting by, or may permit the conduct of the meeting through, use of any means of communication by which all members participating may simultaneously hear each other; provided the notice of such a meeting shall state that the members may participate in such a fashion and describe how any member may notify the Company of the member's desire to be included in the meeting. A member participating in such a meeting is deemed to be present in person at such meeting.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

ARTICLE 4
ACCOUNTING AND RECORDS

4.1 Books of Account. The members shall maintain the Company's books and records, a register showing the names, addresses, and ownership interest of the members, and this Agreement. Each member shall have access thereto at all reasonable times. The members shall keep books and records of the operation of the Company, which are appropriate and adequate for the Company's business and for the carrying out of this Agreement.

4.2 Fiscal Year. The fiscal year of the company shall be the calendar year.

4.3 Accounting Reports. Within 60 days after the close of each fiscal year, the members shall cause each member to receive an un-audited report of the activities of the Company for the preceding fiscal year, including a copy of a balance sheet of the Company as of the end of such year and a statement of income or loss for such year.

4.4 Tax Returns. The members shall cause all required federal and state income tax returns for the Company to be prepared and timely filed with the

T 10544 MP 113

appropriate authorities. Within 60 days after the end of each fiscal year, each member shall be furnished a statement suitable for use in the preparation of the member's income tax return, showing the amounts of any distributions, contributions, gains, losses, profits, or credits allocated to the member during such fiscal year.

ARTICLE 5
ALLOCATIONS AND DISTRIBUTIONS

5.1 Allocations of Income and Loss for Tax Purposes. All items of income, gain, loss, deductions, and credit shall be allocated among all members in proportion to their ownership interests.

5.2 Distributions. Distributions shall be made to the members in proportion to their ownership interests. Within 60 days after the end of each fiscal year, the company may make with unanimous approval of the members a distribution in proportion to the members' ownership interests in an amount equal to at least the Company's net taxable income during the fiscal year multiplied by the sum of the maximum federal and state individual income tax rates in effect for the fiscal year (taking into account the deductibility of state taxes for federal income tax purposes), less the amount of any distributions made by the Company during the fiscal year (other than distributions made during the fiscal year that were required to be made under the provisions of this section with respect to a prior fiscal year). For purposes of this section, the Company's net taxable income shall be the net excess of items of recognized income and gain over the items of recognized loss and deduction reported on the Company's federal income tax return for the taxable year with respect to which the distribution is being made. The members may unanimously agree to make a distribution in respect to taxes in a lesser amount than described above. The Company's obligation to make distributions is subject to the restrictions governing distributions under the Act.

5.3 General. Except as otherwise provided in the Act, the Articles and this Agreement, no member shall have the right or power to demand or receive a distribution in a form other than cash and shall not be required or compelled to accept a distribution of any asset in kind, to the extent that the interest distributed would exceed the member's pro rata share of operating or liquidating distributions.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

ARTICLE 6

TRANSFERS OF INTERSTS

6.1 Restriction on Transfers. Except as otherwise permitted by this Agreement, no member shall sell, transfer, pledge or otherwise encumber all or any portion of such member's ownership interest in the Company.

6.2 Right of First Refusal. In addition to the other limitations and restrictions set forth in this Article 6, no member shall sell all or any portion of such member's ownership interest in the Company unless such selling member first offers to sell the ownership interest to the Company or other members pursuant to this Section 6.2.

6.2.1 Notice of Sales. A member seeking to sell an ownership interest, whether to a non-member purchaser or a member purchaser, shall provide a copy of such offer to the Company and each non-selling member. The offer must be a bona fide written offer stating the purchase price for the ownership interest and terms of sale and shall be irrevocable for a 90-day period commencing from the date the offer is presented to the Company. If the offer is from a non-member, the non-member purchaser must deposit, in an escrow account acceptable to the Company, a cash amount equal to 20% of the purchase price. Such deposit shall not be refunded to the non-member purchaser if the non-member purchaser fails to close the purchase of the ownership interest in accordance with this Section 6. If the offer is from the Company or a member, the terms of the offer may be made without regard to any requirement of a cash deposit required of a non-member purchaser prior to closing, and without regard to any security (other than the ownership interest) to be provided by the non-member purchaser for any deferred portion of the purchase price.

6.2.2 Acceptance of Offer. At any time during a 30 day period commencing from the date an offer to purchase a selling member's ownership interest is presented to the Company, the Company may accept upon a unanimous vote of the non-selling members the terms of the offer as to all or any portion of the offered ownership interest by giving written notice of such acceptance to the selling member. In the event that the Company does not accept the offer to purchase all of the ownership interest, the members shall be notified immediately in writing of the Company's refusal to purchase the entire ownership interest of the selling member. Any non-selling member may, within the remaining 90-day period described in Section 6.2.1, accept the offer with respect to all or any portion of the ownership interest not purchased by the Company. The non-selling member shall be deemed to have accepted that portion of the ownership interest not purchased by the Company multiplied by a fraction of which the numerator is the percentage of the non-selling member's ownership interest existing

T 10544 MP 113

prior to the Notice of Sale and the Denominator is the total percentage of the non-selling member's ownership interest existing prior to the Notice of Sale. In the event that a non-selling member indicates a willingness to acquire more than their proportionate share and accepted in proportion to the other non-selling member's respective percentage of ownership interest but limited by the other non-selling member's indications of the maximum amount they are willing to acquire. If the Company and the non-selling members do not accept the offer as to all of the selling member's ownership interest during the 90-day period, the offer shall be deemed to be rejected in its entirety.

6.2.3 **Closing Purchase Pursuant to Offer Accepted by Company or Members.** If the Company and non-selling members do not accept the offer in the manner hereinabove provided, the selling member may sell the ownership interest to the non-member purchaser at any time within 60 days after the end of the 90-day period described in Section 6.2.1, provided that such sale shall be made on terms no more favorable to the non-member purchaser than the terms contained in the original offer and provided further that such sale complies with other terms contained in the original offer and provided further that such sale complies with other terms, conditions, and restrictions of this Agreement that are applicable to sales of a member's interest in the Company and are not expressly made inapplicable to sales of a member's interests in the Company and are not expressly made inapplicable to sales occurring under this Section 6.2. In the event that the ownership interest is not sold in accordance with the terms of the preceding sentence, the ownership interest shall again become subject to all of the conditions and restrictions of this Section 6.2.

6.3 **Prohibited Sales or Transfers.** Any purported sale or transfer of a member's ownership interest in the company that is not permitted under this Agreement shall be null and void and of no force or effect whatever; provided that, if the company is required to recognize a sale or transfer that is not permitted under this Agreement (or if the Company, in its sole discretion, elects to recognize a sale or transfer that is not permitted under this Agreement), the interest sold or transferred shall be strictly limited to the purchaser or transferor's economic rights with respect to the sold or transferred interest, with the distributions first applied (without limiting any other legal or equitable rights of the Company) to satisfy any debts, obligations, or liabilities for damages that the selling member or transferor or purchaser or transferee may have to the Company. In the case of a sale or transfer or attempted sale or transfer of a member's interest in the Company that is not permitted, the parties engaging or attempting to engage in such sale or transfer shall be liable to indemnify and hold harmless the Company and the other members from all cost, liability, and damage that may of such indemnified members may incur (including, without limitation, incremental tax liability and lawyers' fees and expenses) as a result of such sale or transfer or attempted sale or transfer and efforts to enforce the indemnity granted hereby.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

6.4 **Rights and Obligations of Assignees and Assignors.**

6.4.1 **Assignment of Member's Ownership Interest.** An assignment of a member's ownership interest in the Company does not itself dissolve the Company or entitle the assignee to become a member or exercise any member management rights. A person who acquires a member's ownership interest in the company but who is not admitted as a substitute member pursuant to Section 6.5 hereof shall be entitled only to the economic rights with respect to such interests, and shall have no right to any information or accounting of the affairs of the Company, and shall not be entitled to inspect the books or records of the Company.

6.4.2 **Assigning Member's Rights and Obligations.** A member's assignment of an ownership interest in the Company shall not cause the member to cease to be a member or have the power to exercise member management rights associated with the member's ownership interest unless and until the assignee becomes a substitute member, and an assignee has no liability as a member solely as a result of the assignment. A member who assigns an interest in the Company is not released from any liability to the Company solely as a result of the assignment of such economic rights.

6.4.3 **Judgment Against Member.** In the event a court of competent jurisdiction charges an ownership interest with the payment of an unsatisfied amount of a judgment with interest, to the extent so charged the judgment creditor shall be treated as an assignee.

6.5 **Acceptance of Assignee as Substitute Member.** Subject to the other provisions of this Article 6, a purchaser or transferee of an ownership interest may be admitted to the Company as a substitute member, with all of the management rights of a member, only upon satisfaction of all of the conditions set forth below in this Section 6.5.

6.5.1 **Admission of a Purchaser or Transferee as a Substitute Member.** Admission of a Purchaser or Transferee, including a devisee or heir of a member, shall be admitted as a substitute member only by an affirmative vote of members owning in the aggregate 75% of the ownership interest of the company. In the case of a purchaser or transferee who is a devisee or heir of a member, a majority of the members consent to such admission. In the case of a purchaser or transferee who is not a devisee or heir of a member, unanimous consent of the members to such admission. Such consents may be given or withheld in the sole and absolute discretion of the members.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

6.5.2 **Execution of Admission Agreement.** The purchaser or transferee of the ownership interest shall become a party to this Agreement as a member by signing an Admission Agreement and shall execute such documents and instruments as the members may reasonably request as may be necessary or appropriate to confirm such purchaser or

T 10544 MP 113

transferee as a member in the company and such purchaser or transferee's agreement to be bound by the terms and conditions hereof.

6.5.3 Reimbursement of Expenses to Company. The purchaser or transferee shall pay or reimburse the Company for all reasonable legal, filing, and publication costs that the Company incurs in connection with the admission of the purchaser or transferee as a member with respect to the purchased or transferred ownership interest.

6.5.4 Satisfaction of Company. The purchaser or transferee shall provide the Company with evidence satisfactory to the Company or legal counsel for the Company that such purchaser or transferee has made each of the representations and undertaken each of the warranties contained in the Admission Agreement.

6.6 Distributions and Allocation Regarding Purchased or Transferred Interests. If any member's ownership interest in the company is sold or transferred during any fiscal year in compliance with the provisions of this Article 6, profits, losses, and all other items attributable to such ownership interest for such fiscal year shall be divided and allocated between the selling or transferor member and the purchaser or transferee by taking into account their varying ownership interests during such fiscal year in accordance with Internal Revenue Code Section 706(d), using any conventions permitted by law and selected by the members. All distributions on or before the date of such sale or transfer shall be made to the selling or transferor member, and all distributions thereafter shall be made to the purchaser or transferee. Solely for purposes of making such allocations and distributions, the company shall recognize such sale or transfer not later than the end of the calendar month during which it is given notice of such sale or transfer, provided that, if the Company is given notice of a sale or transfer at least ten business days prior to the sale or transfer the Company shall recognize such sale or transfer as the date of such sale or transfer, and provided further that, if the company does not receive a notice stating the date such ownership interest was sold or transferred and such other information as the members may reasonably require within 30 days after the end of the fiscal year during which the sale or transfer occurs, then all such items shall be allocated, and all distributions shall be made, to the person who, according to the books and records of the Company, was the owners of the ownership interest on the last day of the fiscal year during which the sale or transfer occurs. Neither the Company nor any member shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 6.8, whether or not any member or the Company has knowledge of any sale or transfer of ownership of any interest.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

ARTICLE 7
WITHDRAWAL AND DISSOLUTION

7.1 **Withdrawal.** Each member agrees not to withdraw from the Company without the consent of a majority of the members.

7.2 **Events of Dissolution.** Except as otherwise provided in this Agreement, the Company shall dissolve upon the earlier of: (a) the time, if any, for dissolution specified in the Articles of Organization; (b) the death, incompetence, withdrawal, expulsion, bankruptcy, or dissolution of any member; or (c) approval of dissolution by a majority of the members.

7.3 **Effect of Death of a Member.** In the event of the death of a member, the remaining members may within 120 days elect to: (a) Continue the Company and admit the deceased member's spouse, estate, or other beneficiary as a member in place of the deceased member in accordance with Section 6.5.1; (b) If there are at least two remaining members, continue the Company among the surviving members and purchase the ownership interest or the deceased member pursuant to the provisions of Sections 7.6 and 7.7. The election shall be at the sole discretion of the surviving members and shall require their unanimous consent. If the surviving member(s) does not so elect, the Company shall be dissolved.

7.4 **Effect of Withdrawal or Other Event.** Upon the incompetence, withdrawal, expulsion, bankruptcy, or dissolution of a member, if there are at least two remaining members, the remaining members may within 120 days elect to continue the Company among themselves and to purchase the ownership interest of the affected member pursuant to the provisions of Sections 7.6 and 7.7. The election shall be at the sole discretion of the remaining members and shall require their unanimous consent. If there is only one remaining member, the remaining member may elect to continue the business of the Company as a sole proprietorship or business entity, including a single-member limited liability company, by purchasing the ownership interest or the affected member pursuant to the provisions of Sections 7.6 and 7.7. If the remaining member or member do not so elect, the Company shall be dissolved.

7.5 **Liquidation Upon Dissolution and Winding Up.** Upon the dissolution of the Company, the members shall wind up the affairs of the Company. A full account of the assets and liabilities of the Company shall be taken. The assets shall be promptly liquidated and the proceeds thereof applied as required by the Act. With approval by vote of the members, the Company may, in the process of winding up the Company, elect to distribute certain property in kind.

7.6 **Valuation of Member's Ownership Interest.** Upon an election by the Company to purchase the ownership interest of a member pursuant to Section 7.3 or 7.4, the value of the selling member's ownership interest shall be determined by multiplying the selling member's percentage or fractional ownership interest in the Company without regard to any minority interest

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

discount times the Agreed Value of the Company. The term "Agreed Value" means that dollar amount last unanimously agreed upon in writing or by Company resolution. Notwithstanding anything contained in this Agreement to the contrary, if the date of the most recent determination of Agreed Value is more than eighteen months prior to the date in the event giving rise to the purchase and sale of ownership rights or an interest, then the value of the Company shall be determined by agreement of the members and the affected member's personal representative or other legal representative. If the parties cannot agree on a value, the parties will select an appraiser within sixty days of the election by the Company who has experience in appraising similar businesses. If the parties cannot agree on an appraiser, they each will select an appraiser who has experience in appraising similar businesses who will appraise the value of the Company within sixty days of the selection of the appraisers. If the appraisers selected by the parties are unable to agree on a value for the Company, the appraisers will select a third appraiser whose determination of the value of the Company shall be final. The fees and other costs of each of the appraisers selected by the parties shall be borne by the party appointing each appraiser, with the fees and other costs of the third appraiser shared equally by the two parties.

7.7 **Payment for Member's Interest.** The purchase price for a member's ownership interest purchased pursuant to Section 7.3 or 7.4 shall be paid in 60 substantially equal, consecutive monthly payments, including principal interest. Interest shall accrue at the rate established by reference to the Treasury Constant Maturity Average published by the Federal Reserve Bank plus two percent (2%). The first payment shall be made not later than 90 days following such date. The Company may prepay the remaining amount of the purchase price at any time.

7.8 **Effect of Purchase of Member's Interest.** A member shall cease to be a member upon the Company's election to purchase the member's ownership interest pursuant to Section 7.4 or 7.4. During the period in which the Company is making payments to the former member, the former member shall have no rights as a member in the Company.

ARTICLE 8
INDEMNIFICATION

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

8.1 General Indemnification. The Company shall indemnify each of its members to the fullest extent permissible under Oregon law, as the same exists or may hereafter be amended, against all liability, loss and costs (including, without limitation, attorney fees) incurred or suffered by such person by reason of or arising from the fact that such person is or was a member of the Company, or is or was serving at the request of the Company as a manager, director, officer,

partner, trustee, employee, or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. The Company may, by action of the members, provide indemnification to employees and agents of the Company who are not members. The indemnification provided in this section shall not be exclusive of any other rights to which any person may be entitled under any statute, bylaw, agreement, resolution of member, contract, or otherwise.

8.2 Sale of Membership Interest. Upon the sale of a membership interest by a member, the Company shall seek to refinance the debt existing at the time of the sale of the membership interest guarantee of the debt. In the event the Company cannot refinance the debt existing at the time of the sale of the membership interest, the Company shall indemnify the selling member against all liability, loss and costs (including, without limitation, attorney fees) incurred or suffered by such person or such person's spouse by reason of or arising from the fact that such person or such person's spouse personally guaranteed the debt.

ARTICLE 9
AMENDMENTS

The members may amend or repeal the provisions of this Agreement by unanimous agreement set forth in writing or by action taken at a meeting of members called for that purpose. This Agreement may not be amended or repealed by oral agreement of the members.

ARTICLE 10
GENERAL PROVISIONS

10.1 Notice. Any notice required or permitted to be given by any party hereto to another shall be deemed effective when actual delivered. Notice shall be deemed effective forty-eight (48) hours after mailing by registered or certified mail or by air mail, cable, telegram, telex, facsimile transmission, or other commercial means of rapid delivery with postage or cost of transmission and delivery prepaid thereon to the parties at their respective addresses, until such time as either party shall give the other party not less than ten (10) days prior written notice of a change of address in accordance with the provisions hereof.

10.2 Full Authority. Each or the parties and signatories to this Agreement represents and warrants that each has the full right, power, legal capacity and authority to enter into and perform the parties' respective obligations hereunder and no approval or consents of any other person are necessary in connection therewith.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

10.3 Choice of Law and Choice of Forum.

10.3.1 **Choice of Law.** The validity of this Agreement and the rights, obligations, and relations of the parties hereunder shall be construed and determined under and in accordance with the substantive laws of the State of Oregon, without regard to its principles or conflicts of law.

10.3.2 **Choice of Forum.** Any action, suit, or proceeding arising from or relating to this Agreement as to any matter not subject to arbitration or with respect to any arbitration proceeding or award will not be commenced except in the appropriate court (state or federal) in the City of Portland, State of Oregon. The parties expressly consent to jurisdiction of such court.

10.4 Severability. Nothing contained herein shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained herein and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract, the latter shall prevail; but, the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

10.5 Further Assurances and Additional Documents. Each of the parties hereto shall execute and deliver any and all additional papers, documents, or other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder to carry out the intent of the parties hereto. The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between the parties, and as against third parties.

10.6 Remedies. The parties shall have available all remedies at law or equity, as may be available under Oregon law, for breach or threatened breach of contract, including the remedy of specific enforcement.

10.7 Attorney Fees. In the event suit, action or arbitration is instituted to interpret or enforce the terms of this Agreement, including any action or participation in or in connection with a case or proceeding under any Chapter of the Bankruptcy Code or any successor statute, the prevailing party shall be entitled to such sums as the court may adjudge reasonable as attorney fees in such suit, action or proceeding, or upon any appeal from any judgment, order or decree entered therein, in addition to all other sums provided by law.

10.8 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person, other that the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement or to constitute such person a third-party beneficiary of this Agreement.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

10.9 Excuse for Nonperformance. Any party hereto shall be excused from performing any obligation or undertaking provided for in this Agreement in the

T 10544 MP 113

event and/or so long as the performance of such obligation is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, interruption, cessation, termination, action of elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, condemnation, requisition, law order of government or civil or military to naval authorities, or any other cause, whether similar or dissimilar to the foregoing not within the reasonable control of such party.

10.10 Neutral Interpretation. This Agreement constitutes the product of negotiations of the parties hereto and any enforcement hereof will be interpreted in a neutral manner and not more strongly for or against any party based upon the source of the draftsmanship hereof.

10.11 Arbitration and Mediation in Lieu of Litigation. The parties agree that all claims, controversies or disputes, whether they be statutory, contract and/or tort claims between or among the parties hereto which arise out of or are related to this Agreement, or which relate to the formation, interpretation, breach or invalidity of this Agreement, whether arising before, during or after termination, including jurisdiction of the Arbitrator(s) or arbitrability (hereinafter collectively referred to as "Claims"), shall be resolved in accordance with the mediation and arbitration procedures specified herein. The parties shall have in arbitration all remedies for breach of contract provided by Oregon law, including injunctive relief and specific enforcement.

10.11.1 **Mediation.** All "Claims" defined in the foregoing paragraph shall be submitted to mediation. The parties shall agree to a mediator. If the parties cannot agree as to the selection of a mediator, then either party may request appointment of a mediator from the American Arbitration Association or the Arbitration Service of Portland, Inc., whichever organization is selected by the party which first initiates arbitration by filing a claim in accordance with the filing rules or the organization selected. The parties shall share equally in the cost of the mediation process.

10.11.2 **Arbitration.** Any "Claims" that have not been resolved by mediation shall be resolved by compulsory and binding arbitration in accordance with the then-effective Commercial Arbitration Rules of the American Arbitration Association or the ten-effective arbitration rules of the Arbitration Service of Portland, inc., whichever organization is selected by the party which first initiates arbitration by filing a claim in accordance with the filing rules of the organization selected, except that the following shall apply:

(A) Every person nominated or recommended to serve as and arbitrator shall be a lawyer who has had experience as an arbitrator for at least ten (10) years and at least ten (10) years' experience as a

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

practicing attorney with expertise in interpreting contracts in the field of law involved in the subject controversy;

(B) If the dispute involves more than $30,000, three (3) arbitrators having such qualifications and experience shall be appointed, each of whom shall be selected in the same manner as set forth for the selection of a single arbitrator;

(C) The arbitrator(s) shall base the award on this contract and applicable law and judicial precedent and shall accompany their award with a written explanation of the reasons for their award. The substantive laws of the State of Oregon applicable to contracts made and to be performed therein shall govern the arbitration.

(D) Judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The parties shall share equally the fees and costs charged by the arbitration entity. The parties knowingly and voluntarily waive their rights to have their dispute tried and adjudicated by a judge or jury. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs, including reasonable attorney's fees, for having to compel arbitration or defend or enforce the award.

10.11.2 Place of Arbitration and Venue. The place of arbitration shall be Portland, Oregon. In the event that this arbitration clause is inapplicable or not enforceable for any reason and either party chooses to file an action or suit, then such action or suit shall be brought and heard in the appropriate court (state or federal) in the City of Portland, State of Oregon. The parties expressly consent to the jurisdiction of such court.

10.12 Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver or any breach of any provision be a waiver of any succeeding breach or the provision or a waiver of the provision itself or any other provision.

10.13 Time. TIME IS OF THE ESSENCE with respect to the performance of the duties and obligations of this Agreement.

10.14 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same Agreement.

10.15 Number and Gender. In this Agreement, the masculine, feminine or neuter gender and the singular or plural number, shall each be deemed to include the others whenever the context so requires.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

10.16 Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction. Any recitals set forth at the

T 10544 MP 113

beginning of this Agreement are contractual and shall be considered or referred to in resolving questions of interpretation or construction.

10.17 Calculation of Time. All period of time referred to herein shall include Saturdays and Sundays, and legal holidays in the state of Oregon, except that if the last day or any period falls on any Saturday, Sunday, or such holiday, the period shall be extended to include the next day which is not a Saturday, Sunday, or such holiday.

10.18 Modification or Amendments. No amendment, change, or modification of this Agreement shall be valid, unless in writing and signed by all the parties hereto.

10.19 Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

10.20 Entire Agreement. This Agreement constitutes the entire agreement between the parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

ADOPTED as of 6/1 of 2003 by the undersigned, constituting all of the members.

D-Pahl

Dennis L. Pahlisch

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

WESTERN TITLE & ESCROW COMPANY

BEND OFFICE • 1345 NW Wall Street, Suite 200 • Bend, Oregon 97701 • (541) 389-5751 • FAX (541) 382-9182

Date: April 27, 2004

CENTRAL OREGON IRRIGATION DISTRICT
ATTN: LESLIE CLARK
2598 N HWY 97
REDMOND, OR 97756

Report No: 10-0124504
Your No: --

LOT BOOK SERVICE **$200.00**

LOT BOOK REPORT

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

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

and dated as of April 22, 2004 at 5:00 p.m.

We find that the title is vested in:

ELK HORN DEVELOPMENT, LLC, an Oregon Limited Liability Company

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

EXCEPTIONS PERTAINING TO PARCEL I

1. Unpaid taxes for the year 2003-2004
   - Original Amount: $1,827.72
   - Unpaid Balance: $1,827.72 plus interest
   - Tax Lot No.: 15-13-08-CD-00100
   - Serial No.: 129727, CODE 2-004

2. Lien,
   - Account No.: 15 13 08 CD TAX LOT 100
   - Recorded: February 11, 2004
   - Document No: 2004-07202, Official Records
   - In Favor Of: The City of Redmond
   - Amount: $43,810.00, plus interest, penalties and costs
   - For: West Side Sewer Interceptor Phase 3 Reimbursement District

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

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

4. Regulations, including levies, liens, assessments, water and irrigation rights and easements for ditches and canals of the Central Oregon Irrigation District.

5. Right of way for Central Oregon Irrigation Lateral C, as shown on the Deschutes County Assessors Map.

6. An easement created by instrument, including the terms and provisions thereof,
   Recorded: March 24, 1970
   Document No.: 169-335, Deed Records
   In favor of: Pacific Power & Light Company,

7. An easement created by instrument, including the terms and provisions thereof,
   Dated: June 28, 1980
   Recorded: August 29, 1980
   Document No.: 327-578, Deed Records
   Between: Pacific Power & Light Company
   And: Michael L. Severson

8. An easement created by instrument, including the terms and provisions thereof,
   Dated: July 25, 1980
   Recorded: August 29, 1980
   Document No.: 327-610, Deed Records
   In favor of: Pacific Power & Light Company, a corporation

9. Trust Deed, including the terms and provisions thereof,
   Amount: $250,000.00
   Dated: August 6, 2003
   Recorded: August 13, 2003
   Document No.: 2003-55341, Official Records
   Grantor: Elk Horn Development, LLC, an Oregon Limited Liability Company
   Trustee: Western Title & Escrow Company
   Beneficiary: Columbia River Bank

10. Trust Deed, including the terms and provisions thereof,
    Amount: $556,500.00
    Dated: July 3, 2003
    Recorded: July 3, 2003
    Document No.: 2003 – 45090, Official Records
    Grantor: Pahlisch Homes, Inc.
    Trustee: Western Title Company
    Beneficiary: John Pewther
    (INCLUDES OTHER PROPERTY)

    The lien of John Pewther in the above Trust Deed was subordinated to the lien of the Trust Deed,
    Recorded: August 13, 2003
    Document No.: 2003-55341, Official Records
    By Subordination of Deed of Trust, including the terms and provisions thereof,
    Dated: August 6, 2003
    Recorded: August 13, 2003
    Document No.: 2003-55342, Official Records

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXCEPTIONS PERTAINING TO PARCEL II

11. Subject to the requirements and provisions of ORS Chapter 820, pertaining to the registration and transfer of ownership of a manufactured home and any interest of liens disclosed thereby.

12. Regulations, including levies, liens, assessments, water and irrigation rights and easements for ditches and canals of the Central Oregon Irrigation District.

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

14. Reservations, as disclosed in State Deed

Dated:	August 23, 1910
Recorded:	September 19, 1910
Document No.:	8 – 258, Deed Records

15. Easement and/or right of way for ingress and egress, as disclosed in Bargain and Sale Deeds

Dated:	January 23, 1973
Recorded:	April 12, 1973
Document No.:	194 – 256, Deed Records, and
Dated:	April 2, 1973
Recorded:	April 12, 1973
Document No.:	194 – 257, Deed Records

16. Right of way for Pacific Power & Light Company power lines, as disclosed in Bargain and Sale Deeds,

Dated:	January 23, 1973
Recorded:	April 12, 1973
Document No.:	194 – 256, Deed Records, and
Dated:	April 2, 1973
Recorded:	April 12, 1973
Document No.:	194 – 257, Deed Records

17. Trust Deed, including the terms and provisions thereof,

Amount:	$469,800.00
Dated:	August 6, 2003
Recorded:	August 13, 2003
Document No.:	2003-55344, Official Records
Grantor:	Elk Horn Development LLC, an Oregon Limited Liability Company
Trustee:	Western Title & Escrow Company
Beneficiary:	Columbia River Bank
	(INCLUDES OTHER PROPERTY)

18. Trust Deed, including the terms and provisions thereof,

Amount:	$556,500.00
Dated:	July 3, 2003
Recorded:	July 3, 2003
Document No.:	2003 – 45090, Official Records
Grantor:	Pahlisch Homes, Inc.
Trustee:	Western Title Company
Beneficiary:	John Pewther
	(INCLUDES OTHER PROPERTY)

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

The lien of John Pewther in the above Trust Deed was subordinated to the lien of the Trust Deed
Recorded: August 13, 2003
Document No.: 2003-55344, Official Records
By Subordination Agreement, including the terms and provisions thereof,
Dated: August 6, 2003
Recorded: August 13, 2003
Document No.: 2003-55345, Official Records

NOTE: Taxes paid in full for the year 2003-2004
Original Amount: $2,419.89
Tax Lot No.: 15-13-08-CD-00200
Serial No.: 129726, CODE 2-004

EXCEPTIONS PERTAINING TO PARCEL III

19. Unpaid taxes for the year 2003-2004
Original Amount: $935.87
Unpaid Balance: $935.87 plus interest
Tax Lot No.: 15-13-08-CD-00300
Serial No.: 179323, CODE 2-004

20. Unpaid taxes for the year 2003-2004
Original Amount: $0.56
Unpaid Balance: $0.56 plus interest
Tax Lot No.: 15-13-08-CD-00400
Serial No.: 166253, CODE 2-004

21. As disclosed by the assessment and tax roll, the premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty, will be levied for the number of years in which this special assessment was in effect for the land.
Account No.: 15-13-08-CD-300
Account No.: 15-13-08-CD-400

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

23. Regulations, including levies, liens, assessments, water and irrigation rights and easements for ditches and canals of the Central Oregon Irrigation District.

24. No liability is assumed if a financing statement is filed in the office of the Secretary of State covering crops/fixtures on the land described herein.

25. An easement created by instrument, including the terms and provisions thereof,
Dated: August 31, 1970
Recorded: September 3, 1970
Document No.: 171 – 933, Deed Records
In favor of: Pacific Power & Light Company, a corporation

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

26. Reservations, including the terms and provisions thereof, as disclosed by instrument,
Recorded: February 13, 1978
Document No.: 267 – 566, Official Records
And also reserved in Warranty Deed,
Recorded: June 12, 1986
Document No.: 125 – 179, Deed Records
Reservation of: An Easement for roadway and utility purposes of ingress and egress

27. An easement created by instrument, including the terms and provisions thereof,
Recorded: August 29, 1980
Document No.: 327 – 589, Deed Records
In favor of: Pacific Power & Light Company, a corporation

28. An easement created by instrument, including the terms and provisions thereof,
Dated: December 7, 1979
Recorded: June 16, 1981
Document No.: 342 – 633, Deed Records
In favor of: Key T.V. Inc.

29. Key T.V. and Pacific Power and Light easements as delineated on Minor Land Partition – MP 81-57.

30. Improvement Agreement, including the terms and provisions thereof,
Dated: June 7, 1982
Recorded: June 7, 1982
Document No.: 357 – 932, Deed Records
Between: City of Redmond
And: Brian H. Cunninghame

31. Trust Deed, including the terms and provisions thereof,
Amount: $469,800.00
Dated: August 6, 2003
Recorded: August 13, 2003
Document No.: 2003-55344, Official Records
Grantor: Elk Horn Development, LLC, an Oregon Limited Liability Company
Trustee: Western Title & Escrow Company
Beneficiary: Columbia River Bank
(INCLUDES OTHER PROPERTY)

32. Trust Deed, including the terms and provisions thereof,
Amount: $556,500.00
Dated: July 3, 2003
Recorded: July 3, 2003
Document No.: 2003 – 45090, Official Records
Grantor: Pahlisch Homes, Inc.
Trustee: Western Title Company
Beneficiary: John Pewther
(INCLUDES OTHER PROPERTY)

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

The lien of John Pewther in the above Trust Deed was subordinated to the lien of the Trust Deed
Recorded: August 13, 2003
Document No.: 2003-55344, Official Records
By Subordination Agreement, including the terms and provisions thereof,
Dated: August 6, 2003
Recorded: August 13, 2003
Document No.: 2003-55345, Official Records

NOTE: Application to Exempt a Manufactured Structure from Registration and Titling, including the terms and provisions thereof,
Recorded: November 5, 1993
Document No.: 318-580, Official Records

EXCEPTIONS PERTAINING TO PARCEL IV

33. Unpaid taxes for the year 2003-2004
Original Amount: $1407.37
Unpaid Balance: $1407.37 plus interest
Tax Lot No.: 15-13-08-CD 00500
Serial No.: 166252, CODE 2-004.

34. Regulations, including levies, liens, assessments, water and irrigation rights and easements for ditches and canals of the Central Oregon Irrigation District.

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

36. Reservations, including the terms and provisions thereof, as disclosed by instrument,
Recorded: September 19, 1910
Document No.: 8 – 258, Deed Records
Reservation of: Easement for rights of way for ditches, canals and for irrigation purposes

37. An easement created by instrument, including the terms and provisions thereof,
Dated: August 31, 1970
Recorded: September 3, 1970
Document No.: 171 – 933, Deed Records
In favor of: Pacific Power & Light Company, a corporation

38. Reservations, including the terms and provisions thereof, as disclosed by instrument,
Recorded: February 13, 1978
Document No.: 267 – 566, Deed Records
Reservation of: An Easement for roadway and utility purposes of ingress and egress

39. Right of way option, including the terms and provisions thereof,
Recorded: August 29, 1980
Document No.: 327 – 572, Deed Records
In favor of: Pacific Power & Light Company

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

40. An easement created by instrument, including the terms and provisions thereof,
Dated: July 26, 1980
Recorded: August 29, 1980
Document No.: 327 – 589, Deed Records
In favor of: Pacific Power & Light Company

41. An easement created by instrument, including the terms and provisions thereof,
Dated: January 31, 1980
Recorded: June 16, 1981
Document No.: 342 – 633, Deed Records
In favor of: Key T.V. Inc.

42. Improvement Agreement, including the terms and provisions thereof,
Recorded: June 7, 1982
Document No.: 357 – 933, Deed Records
Between: City of Redmond
And: Brian H. Cunningham

43. Easement for water, as disclosed in Real Estate Contract, thereof,
Dated: August 21, 1982
Recorded: September 8, 1982
Document No.: 361 – 770, Deed Records

44. Roadway, utilities, irrigation ditches, and easements, as disclosed in Real Estate Contract
Dated: September 15, 1989
Recorded: September 19, 1989
Document No.: 192 – 1276, Official Records

45. Domestic water supply agreement and easements, including the terms and provisions thereof,
Dated: January 3, 1994
Recorded: January 5, 1994
Document No.: 324 – 2727, Official Records

46. Trust Deed, including the terms and provisions thereof,
Amount: $469,800.00
Dated: August 6, 2003
Recorded: August 13, 2003
Document No.: 2003-55344, Official Records
Grantor: Elk Horn Development, LLC, an Oregon Limited Liability Company
Trustee: Western Title & Escrow Company
Beneficiary: Columbia River Bank
(INCLUDES OTHER PROPERTY)

47. Trust Deed, including the terms and provisions thereof,
Amount: $556,500.00
Dated: July 3, 2003
Recorded: July 3, 2003
Document No.: 2003 – 45090, Official Records
Grantor: Pahlisch Homes, Inc.
Trustee: Western Title Company
Beneficiary: John Pewther
(INCLUDES OTHER PROPERTY)

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

The lien of John Pewther in the above Trust Deed was subordinated to the lien of the Trust Deed
Recorded: August 13, 2003
Document No.: 2003-55344, Official Records
By Subordination Agreement, including the terms and provisions thereof,
Dated: August 6, 2003
Recorded: August 13, 2003
Document No.: 2003-55345, Official Records

This report is to be utilized for information only. Any use of this report as a basis for transferring, encumbering or foreclosing the real property described will require payment in an amount equivalent to applicable title insurance premium as required by the rating schedule on file with the Oregon Insurance Division.

The liability of WESTERN TITLE & ESCROW COMPANY is limited to the addressee and shall not exceed the premium paid hereunder.

WESTERN TITLE & ESCROW COMPANY

Chris Owen

By: CHRIS OWEN, Title Officer

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXHIBIT "A"

PARCEL I:
A portion of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of Section 8, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Starting at the South Quarter corner of said Section 8, the initial point as well as the point of beginning; thence North 00°02'00" West along the East line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), 1338.44 feet to the Northeast corner of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), thence North 89°54'00" West along the North line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), 657.02 feet to a ½" x 18" steel bar; thence South 00°27'00" West, 669.59 feet to a ½" x 18" steel bar; thence South 89°44'00" East, 486.00 feet to the center of C.O.I.D'S Lat. C; thence South 16°44'00" East along the centerline of said Lat. C, 329.76 feet; thence South 01°52'00" East along the centerline of said Lat. C, 355.29 feet to the South line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼); thence South 89°32'00" East along the South line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), 49.68 feet to the said South Quarter corner of the said Section 8, and the point of beginning.

PARCEL II:
The North Half of the West Half of the Southeast Quarter of the Southwest Quarter (N ½ W ½ SE ¼ SW ¼) of Section 8, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

PARCEL III:
A parcel of land situate in and being the West Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter (W ½ SW ¼ SE ¼ SW ¼) of Section 8, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a brass cap monumenting the Southwest corner of Section 8, Township 15 South, Range 13, East of the Willamette Meridian, the Initial Point; thence South 89°58'19" East along the South line of the Southwest Quarter of said Section 8, 1320.68 feet to the West 1/16 corner and the True Point of Beginning, a point witnessed by a ½" pipe which bears North 00°31'57" East, 30.00 feet and also witnessed by a ½" rod within a 2" pipe which bears South 60°13" West, 2.52 feet; thence South 89°58'19" East along said South line, 330.17 feet to the East line of the West Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter (W 1/2 SW ¼ SE ¼ SW ¼)and the

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

centerline of NW 30th Street being 60.00 feet wide, 30.00 feet each side of centerline; thence North 00°28'42" East along said East line and along said centerline, 668.22 feet to the North line of said Southwest Quarter of the Southeast Quarter of the Southwest Quarter (SW 1/4 SE ¼ SW ¼) a point witnessed by a ½" pipe on the West line of said street which bears North 89°55'02" West, 30.00 feet; thence North 89°55'02" West along said North line, 329.54 feet to a ½" pipe on the West line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼); thence South 00°31'57" West along said West line 668.54 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion lying in Northwest Antler Avenue.

ALSO EXCEPTING THEREFROM that portion dedicated to the public in Declaration of Dedication recorded July1, 1982 in Book 358, Page 919.

PARCEL IV:
The West 198 feet of the East Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter (E ½ SW ¼ SE ¼ SW ¼) of Section 8, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon.

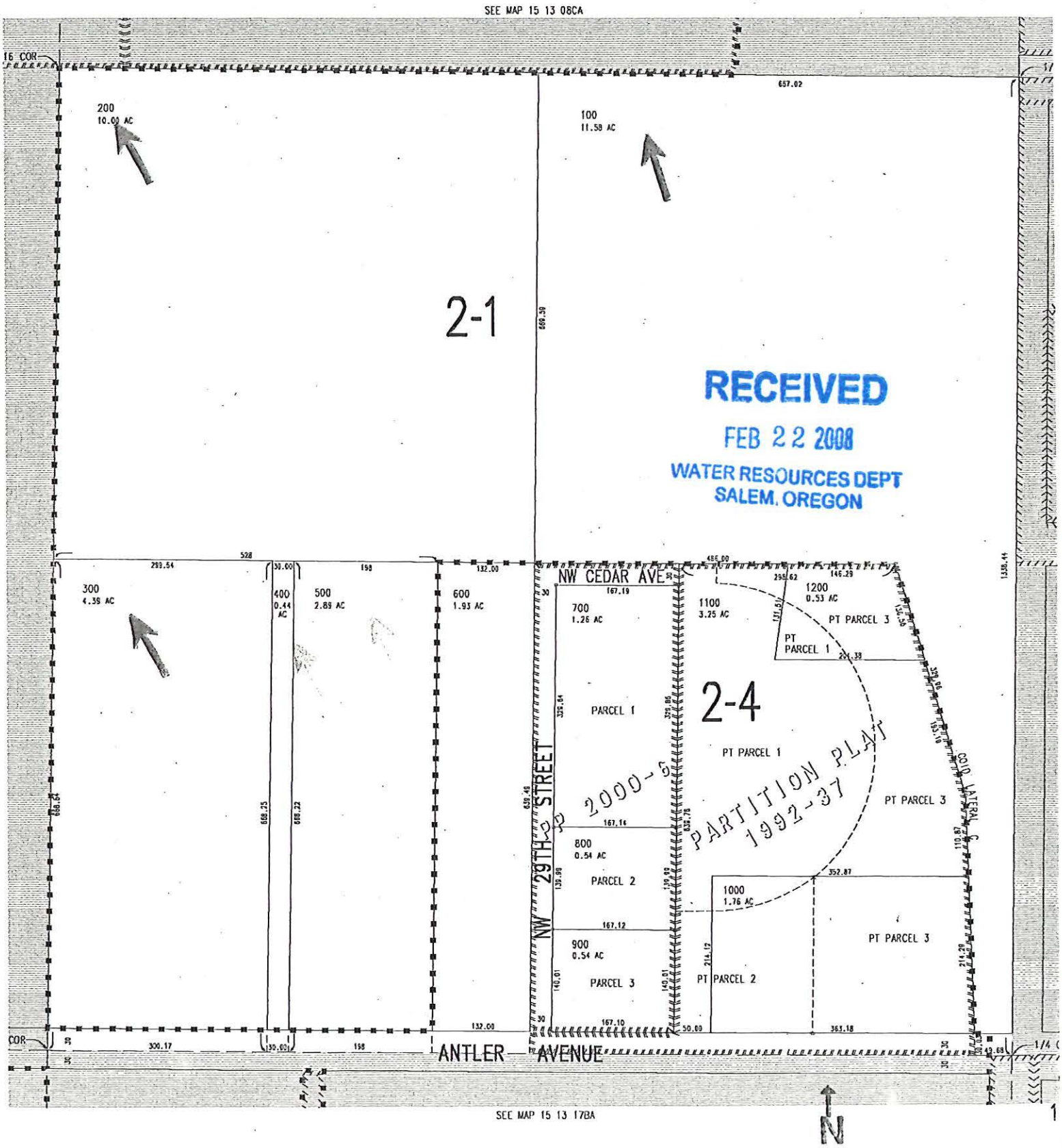
EXCEPTING THEREFROM that portion lying in Northwest Antler Avenue.

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

SE1/4 SW1/4 SEC. 08 T.15S. R.13E. W.M.
DESCHUTES COUNTY

1" = 100'



T 10544 MP 113

COMPLIMENTS OF
WESTERN TITLE & ESCROW CO.
THIS MAP IS NOT A SURVEY AND WE
ASSUME NO LIABILITY FOR INACCURACIES.

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2003-55340
$31.00
00192418200300055340000010012
08/13/2003 11:27:32 AM
D-D Cnt=1 Stn=4 BECKEY
$5.00 $11.00 $10.00 $5.00

After recording return to:
ELK HORN DEVELOPMENT, LLC
549 SW MILLVIEW WAY #100
BEND, OR 97702

Until a change is requested all tax statements
shall be sent to the following address:
ELK HORN DEVELOPMENT, LLC
549 SW MILLVIEW WAY #100
BEND, OR 97702

STATUTORY BARGAIN AND SALE DEED

PAHLISCH HOMES, INC., AN OREGON COPRPORATION, Grantor,

conveys to

ELK HORN DEVELOPMENT, LLC, an Oregon Limited Liability Company, GRANTEE,

the following described real property:

A portion of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 8, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows: Starting at the South Quarter corner of said Section 8, the initial point as well as the point of beginning; thence North 00`02'00" West along the East line of said Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4), 1338.44 feet to the Northeast corner of said Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4), thence North 89`54'00" West along the North line of said Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4), 657.02 feet to a 1/2" x 18" steel bar; thence South 00`27'00" West, 669.59 feet to a 1/2" x 18" steel bar; thence South 89`44'00" East, 486.00 feet to the center of C.O.I.D'S Lat. C; thence South 16`44'00" East along the centerline of said Lat. C, 329.76 feet; thence South 01`52'00" East along the centerline of said Lat. C, 355.29 feet to the South line of said Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4); thence South 89`32'00" East along the South line of said Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4), 49.68 feet to the said South Quarter corner of the said Section 8, and the point of beginning.

Tax Account No(s): [redacted]
Map/Tax Lot No(s): 15-13-08-CD-00100

The true consideration for this conveyance is $-0-.

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

Dated this 8 day of August, 2003.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

PAHLISCH HOMES, INC.

BY _____
DENNIS L. PAHLISCH, PRESIDENT

STATE OF OREGON, COUNTY OF DESCHUTES) ss.

This instrument was acknowledged before me on August 8, 2003 by DENNIS L. PAHLISCH, PRESIDENT OF PAHLISCH HOMES, INC., AN OREGON CORPORATION.

_____
(Notary Public for Oregon)
My commission expires October 18 2003

OFFICIAL SEAL
NANCY E. KOWALSKI
NOTARY PUBLIC-OREGON
COMMISSION NO. 326266
MY COMMISSION EXPIRES OCT. 18, 2003

Recorded By:
Western Title & Escrow Co.
12-G10600B

T 10544 MP 113

Recorded By:
Western Title & Escrow Co.
12-0100103

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2003-55343
$36.00
00192421200300553430020028
08/13/2003 11:27:32 AM
D-D Cnt=1 Stn=4 BECKEY
$10.00 $11.00 $10.00 $5.00

After recording return to:
ELK HORN DEVELOPMENT, LLC
549 SW MILLVIEW WAY #100
BEND, OR 97702

2

Until a change is requested all tax statements
shall be sent to the following address:
ELK HORN DEVELOPMENT, LLC
549 SW MILLVIEW WAY #100
BEND, OR 97702

STATUTORY BARGAIN AND SALE DEED

36

PAHLISCH HOMES, INC, AN OREGON CORPORATION, Grantor,

conveys to

ELK HORN DEVELOPMENT, LLC, an Oregon Limited Liability Company, GRANTEE,

the following described real property:

PARCEL I:
The North Half of the West Half of the Southeast Quarter of the Southwest Quarter (N 1/2 W 1/2 SE 1/4 SW 1/4) of Section 8, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

PARCEL II:
A parcel of land situate in and being the West Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter (W 1/2 SW 1/4 SE 1/4 SW 1/4) of Section 8, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows: Commencing at a brass cap monumenting the Southwest corner of Section 8, Township 15 South, Range 13, East of the Willamette Meridian, the Initial Point; thence South 89`58'19" East along the South line of the Southwest Quarter of said Section 8, 1320.68 feet to the West 1/16 corner and the True Point of Beginning, a point witnessed by a 1/2" pipe which bears North 00`31'57" East, 30.00 feet and also witnessed by a 1/2" rod within a 2" pipe which bears South 60`13" West, 2.52 feet; thence South 89`58'19" East along said South line, 330.17 feet to the East line of the West Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter (W 1/2 SW 1/4 SE 1/4 SW 1/4)and the centerline of NW 30th Street being 60.00 feet wide, 30.00 feet each side of centerline; thence North 00`28'42" East along said East line and along said centerline, 668.22 feet to the North line of said Southwest Quarter of the Southeast Quarter of the Southwest Quarter (SW 1/4 SE 1/4 SW 1/4) a point witnessed by a 1/2" pipe on the West line of said street which bears North 89`55'02" West, 30.00 feet; thence North 89`55'02" West along said North line, 329.54 feet to a 1/2" pipe on the West line of said Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4); thence South 00`31'57" West along said West line 668.54 feet to the Point of Beginning. EXCEPTING THEREFROM that portion lying in Northwest Antler Avenue. ALSO EXCEPTING THEREFROM that portion dedicated to the public in Declaration of Dedication recorded July1, 1982 in Book 358, Page 919.

PARCEL III: The West 198 feet of the East Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter (E 1/2 SW 1/4 SE 1/4 SW 1/4) of Section 8, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon. EXCEPTING THEREFROM that portion lying in Northwest Antler Avenue.

Tax Account No(s): [redacted]
Map/Tax Lot No(s): 15-13-08-CD-00200, 15-13-08-CD-00300, 15-13-08-CD-00400, 15-13-08-CD-00500

The true consideration for this conveyance is $-0-.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this 8 day of August, 2003.

PAHLISCH HOMES, INC.

BY _____
DENNIS L. PAHLISCH, PRESIDENT

OFFICIAL SEAL
NANCY E. KOWALSKI
NOTARY PUBLIC-OREGON
COMMISSION NO. 326266
MY COMMISSION EXPIRES OCT. 18, 2003

STATE OF OREGON, COUNTY OF DESCHUTES) SS.

This instrument was acknowledged before me on August 8, 2003 by DENNIS L. PAHLISCH, AS PRESIDENT OF PAHLISCH HOMES, INC., AN OREGON CORPORATION.

_____
(Notary Public for Oregon)
My commission expires 10-18-2003

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

Thank You

April 18, 2007

Gen Hubert
Deschutes Water Exchange Mitigation Bank
P.O. Box 1560
Bend, OR 97701

Dear Gen:

Thank you for participating in the Short-Term Instream Leasing Program and Deschutes Mitigation Credit Program. I want to express appreciation for your participation in these programs and cooperation in helping to improve streamflows for fish and aquatic life and to provide mitigation water to ground water users in the Deschutes Ground Water Study Area.

This instream lease has been approved and has been awarded mitigation credits

Enclosed is a copy of the final order approving the instream lease and mitigation credit project. If you have any questions, please call me at (503) 986-0884.

Sincerely,

Laura Snedaker
Field Services Division

c: Jeremy Giffin, Watermaster District 11
Laura Wolam, Central Oregon Irrigation District
file IL-807 / MP-98 COID-07-03

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Leslie Clark
Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Lease of Existing Water Rights for Instream Use and Preliminary and Final Award of Mitigation Credits, Certificates 76358, Crook and Deschutes Counties	)))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE & MITIGATION CREDIT PROJECT

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating instream lease applications.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Lessor
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes Water Exchange (DWE)
Mitigation Bank
P.O. Box 1560
Bend, Oregon 97709
gen@deschutesriver.org

Findings of Fact

1. On March 19, 2007, COID and the DWE Mitigation Bank filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number IL-807.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

2. The rights to be leased are as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 17.66 acres from Point of Diversion (POD) #1 and 55.78 acres from POD #11
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

POD #1

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.221 CFS	0.294 CFS	0.388 CFS	
December 2, 1907			0.157 CFS	
Totals	0.221 CFS	0.294 CFS	0.545 CFS	175.01 AF

POD #2

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.697 CFS	0.930 CFS	1.227 CFS	
December 2, 1907			0.495 CFS	
Totals	0.697 CFS	0.930 CFS	1.722 CFS	552.78 AF

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.

Source: Deschutes River, tributary to the Columbia River

Authorized Place of Use:

Twp	Rng	Mer	Sec	Q-Q	POD	Tax Lot	Acres
14 S	13 E	WM	16	SW SE	11	2400	0.3
15 S	13 E	WM	4	NE NE	11	600	5.0
15 S	13 E	WM	4	SE SE	11	800	0.65
15 S	13 E	WM	4	SE SE	11	900	0.6
15 S	13 E	WM	4	SW SW	11	704	6.31
15 S	13 E	WM	8	SE SW	11	100	7.6
15 S	13 E	WM	8	SE SW	11	200	9.5
15 S	13 E	WM	8	SW SW	11	802	0.9
15 S	13 E	WM	8	SW SW	11	600	1.0
15 S	13 E	WM	8	SW SW	11	601	0.6
15 S	13 E	WM	8	SW SW	11	602	0.5
15 S	13 E	WM	8	SW SW	11	801	0.77
15 S	13 E	WM	8	SW SW	11	803	1.0
15 S	13 E	WM	8	SW SW	11	700	4.0
15 S	13 E	WM	8	SW SW	11	900	4.0
15 S	13 E	WM	9	SW NW	11	501	0.8
15 S	13 E	WM	18	SW SE	11	2802	3.74
15 S	13 E	WM	18	SW SE	11	2809	0.26
15 S	13 E	WM	20	NW NW	11	201	4.4
15 S	13 E	WM	21	SW NW	11	2800	0.35
15 S	13 E	WM	21	SW NW	11	200	0.25
15 S	13 E	WM	21	SW NW	11	300	0.25
15 S	13 E	WM	30	NW NW	11	902	3.0
17 S	12 E	WM	23	NE NE	1	106	6.8
17 S	12 E	WM	23	NW SW	1	1001	0.7
17 S	12 E	WM	26	NE SW	1	705	4.7
17 S	12 E	WM	28	NE SW	1	200	1.86
17 S	13 E	WM	31	NE SE	1	1100	3.0
17 S	14 E	WM	22	NE SE	1	801	0.2
18 S	13 E	WM	12	SE NW	1	501	0.4

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
18 S	11 E	WM	13	SW NE	Central Oregon Canal POD #1 – 1520 feet South & 1535 feet West from the NE corner of Section 13
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

3. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

4. The instream use is as follows:
Deschutes River tributary to the Columbia River

Instream Reach #1: From POD #1 to POD #11 (both as described in Finding of Fact #3)

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.121 Season 2: 0.162 Season 3: 0.300	96.26	April 1 – Oct. 26

Instream Reach #2: From POD #11 to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.505 Season 2: 0.673 Season 3: 1.247	400.28	April 1 – Oct. 26

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

5. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under Certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

The total volume protected instream shall not exceed 400.28 AF.

6. There is a supplemental water right, Certificate 76714, appurtenant to all or a portion of the lands described in Finding of Fact # 2. The Lessor and Lessee have requested that this water right not be included as part of this lease application. During the term of the lease, water use under this right will also be suspended.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new

injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

9. The lease application identifies the term of the lease as extending through 2011. However, the Lessee and Lessor have clarified that the term of this lease should only extend through 2007. Therefore, this lease will terminate on October 31, 2007.

Preliminary Award of Deschutes Basin Mitigation Credits

10. The Lessee, a mitigation bank chartered by the Water Resources Commission, has requested that the portion of the right to be protected instream be used to generate mitigation credits.

11. The Department assigned this mitigation credit project number MP-98.

12. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6). The Department also provided notice of the mitigation credit project to the Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, Oregon Parks and Recreation Department, Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2). Comments were received from Oregon Parks and Recreation Department. These comments identified that the proposed lease will contribute to flows necessary for recreation and aesthetic and scenic attraction.

13. No modifications were made to the lease based on the comments received.

14. The Department finds that **132.2** mitigation credits may be awarded to this mitigation credit project and assigned to the DWE Mitigation Bank. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the **General and Middle Deschutes Zones of Impact.**

15. The mitigation credits expire on December 31, 2007.

16. The use and maintenance of the mitigation credits is subject to the terms and conditions of the DWE Mitigation Bank Charter.

17. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of the Final Order approving the proposed instream lease shall result in completion of the project and verification that the project is complete.

No precedent is set by this Final Order as to the amount of mitigation credits that may be generated by a subsequent mitigation credit project.

T 10544 MP 113

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease conforms to the applicable provisions of OAR 690-077-0015.

This mitigation project results in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

ORDER

Therefore, it is ORDERED:

1. That the Lease as described herein is APPROVED.

2. The former place of use will no longer receive water as part of these rights, any supplemental rights or any other layered water rights for irrigation use, including ground water registrations, during the term of the lease.

3. The lease will terminate on October 31, 2007.

4. **Final Award of Deschutes Basin Mitigation Credits:** Issuance of this Final Order results in completion of the project and verification by the Department that the project is complete. The Department concludes that the mitigation credit project is awarded mitigation credits, as described above, pursuant to OAR 690-521-0400 and ORS 537.746. Mitigation Credits, in the amount of **132.2** credits, as described herein, are awarded to this mitigation project and assigned to the DWE Mitigation Bank. Mitigation Credits may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the **General and Middle Deschutes Zones of Impact.**

5. Mitigation credits are valid until used (or until they expire or are terminated) to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

6. The mitigation credits shall expire on December 31, 2007.

7. The use and maintenance of the mitigation credits shall be subject to the terms and conditions of the DWE Mitigation Bank Charter.

Dated at Salem, Oregon this 19th day of April 2007.

Phillip C. Ward, Director

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Mailing date: APR 24 2007

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2005-43218

$46.00

00377527200500432180050055

07/07/2005 11:13:25 AM

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

DESCHUTES COUNTY CLERK

CERTIFICATE PAGE

This page must be included
if document is re-recorded.
Do Not remove from original document.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

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

MAIL TAX STATEMENT
TO: NO CHANGE

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, George A.. Arthur and Jennifer Arthur, as tenants by the entirety, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 4.40 acres of COID water rights that are appurtenant to the lands listed in Exhibit A, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-20 NW NW 201.

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

By entry of this deed, grantor hereby notifies any subsequent purchaser of the lands listed in Exhibit A that grantor, as owner of the subject land, approved the transfer (including a change in the place and type of use and point of diversion) of the water rights that are appurtenant to the subject land; and that upon completion of a transfer, by election of COID, the subject land will have 4.10 acres of appurtenant water rights remaining.

Furthermore, upon signing of this agreement, George A.. Arthur and Jennifer Arthur shall no longer be liable for any district assessment or charges pertaining to the 4.40 acres of water rights incurred.

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

Consideration for this Quitclaim: $4,050.00 ($300.00 Transfer Fee due to COID & $3,750.00 check)

Grantor:

George A. Arthur _____ Date 6/22/05

Jennifer Arthur _____ Date 6/22/05

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on June 22nd, 2005 by George A. Arthur.

OFFICIAL SEAL
KIMBERLY GUTHRIE
NOTARY PUBLIC - OREGON
COMMISSION NO. 370022
MY COMMISSION EXPIRES JULY 18, 2007

Kimberly Guthrie
Notary Public

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

© Central Oregon Irrigation District 2005

T 10544 MP 113

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on June 22nd, 2005 by Jennifer Arthur.

OFFICIAL SEAL
KIMBERLY GUTHRIE
NOTARY PUBLIC - OREGON
COMMISSION NO. 370022
MY COMMISSION EXPIRES JULY 18, 2007

Kimberly Guthrie
Notary Public

Grantee:

Date 6-22-2005

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on June 22, 2005 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

Leslie Clark
Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC - OREGON
COMMISSION NO. 354438
MY COMMISSION EXPIRES FEB. 5, 2006

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

EXHIBIT "A"
LEGAL DESCRIPTION

Commencing at the Northwest corner of Section Twenty (20), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon; thence South 89°33'10" East along the North line of said Section 20 a distance of 660.48 feet to the Northwest corner of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter (NE1/4NW1/4NW1/4) of said Section 20; thence South 00°19'33" East a distance of 30.00 feet to the true point of beginning; thence continuing South 00°19'33" East a distance of 630.79 feet to the Southwest corner of said NE1/4NW1/4NW1/4; thence South 89°46'44" a distance of 661.70 feet to the Southeast corner of said NE1/4NW1/4NW1/4; thence North 00°26'26" West a distance of 628.20 feet to the South right-of-way line of SW Obsidian Avenue; thence North 89°33'10" West along said right-of-way line a distance of 308.40 feet; thence South 00°19'33" East a distance of 230.00 feet; thence North 89°33'10" West a distance of 130.00 feet; thence North 00°19'33" West a distance of 230.00 feet to the South right-of-way line of said SW Obsidian Avenue; thence North 89°33'10" West along said right-of-way line a distance of 222.08 feet to the true point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

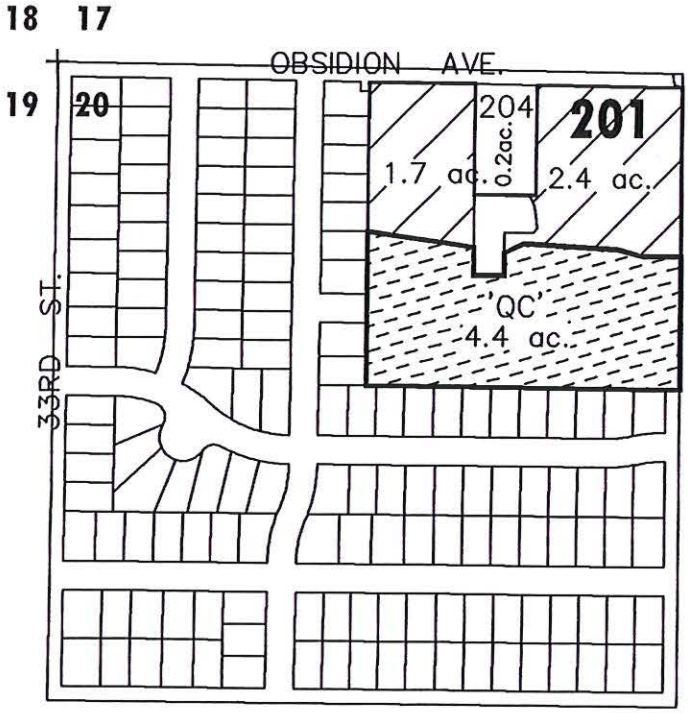
T 10544 MP 113

DESCHUTES COUNTY
SEC.20 T15S. R13E. W.M.

SCALE - 1" = 400'

N↑

NW 1/4 OF THE NW 1/4



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

"QUITCLAIM" LANDS

EXISTING WATER RIGHTS

CENTRAL OREGON IRRIGATION DISTRICT

QUITCLAIM DEED FOR WATER RIGHTS TRANSFER

QUITCLAIM MAP

NAME: GEORGE ARTHUR TO COID

TAXLOT #: 201 4.4 ACRES 'QC'

DATE: 06-08-05 FILE NO: E:\TRANSFER\WRTRAN05\ARTHUR_QC

T 10544 MP 113

AmeriTitle

PRELIMINARY TITLE REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

June 2, 2005
Report #1
Title Number : 077249
Title Officer : TERRI ALLEN

Policy or Policies to be issued: Liability Premium
REPORT

We are prepared to issue 1992 ALTA title insurance policy(ies) of CHICAGO TITLE INSURANCE COMPANY of OREGON, in the usual form insuring the title to the land described as follows:

See Attached Exhibit "A"

Vestee:

GEORGE A. ARTHUR and JENNIFER ARTHUR,
as tenants by the entirety

Dated as of May 19, 2005 at 7:30 a.m.

Schedule B of the policy(ies) to be issued will contain the following general and special exceptions unless removed prior to issuance:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Easements, liens, encumbrances, interests or claims thereof which are not shown by the public records. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

4. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law not shown by the public records.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

2004 OREGON BUSINESS 100 BEST COMPANIES TO WORK FOR

SPECIAL EXCEPTIONS:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 20B0 00201
Account No. [redacted]

NOTE: The 2004-2005 Taxes: $1,873.97, Paid in full.

6. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Central Oregon Irrigation District.

7. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein
   As granted to: Central Electric Cooperative, Inc.
   Recorded: July 29, 1952
   Book-Page: 101-392, Deed Records

   Said easement transferred to Midstate Electric Cooperative, Inc. by deed recorded August 28, 1954 in Book 108, Page 136, Deed Records.

8. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein
   As granted to: Central Electric Cooperative, Inc.
   Recorded: August 9, 1954
   Book-Page: 108-51, Deed Records

9. Improvement Agreement, including the terms and provisions thereof, recorded December 22, 1981 in Book 351, Page 948, Deed Records.

This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

AmeriTitle

By: _____
Terri Allen, Title Officer
TA:kw

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

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

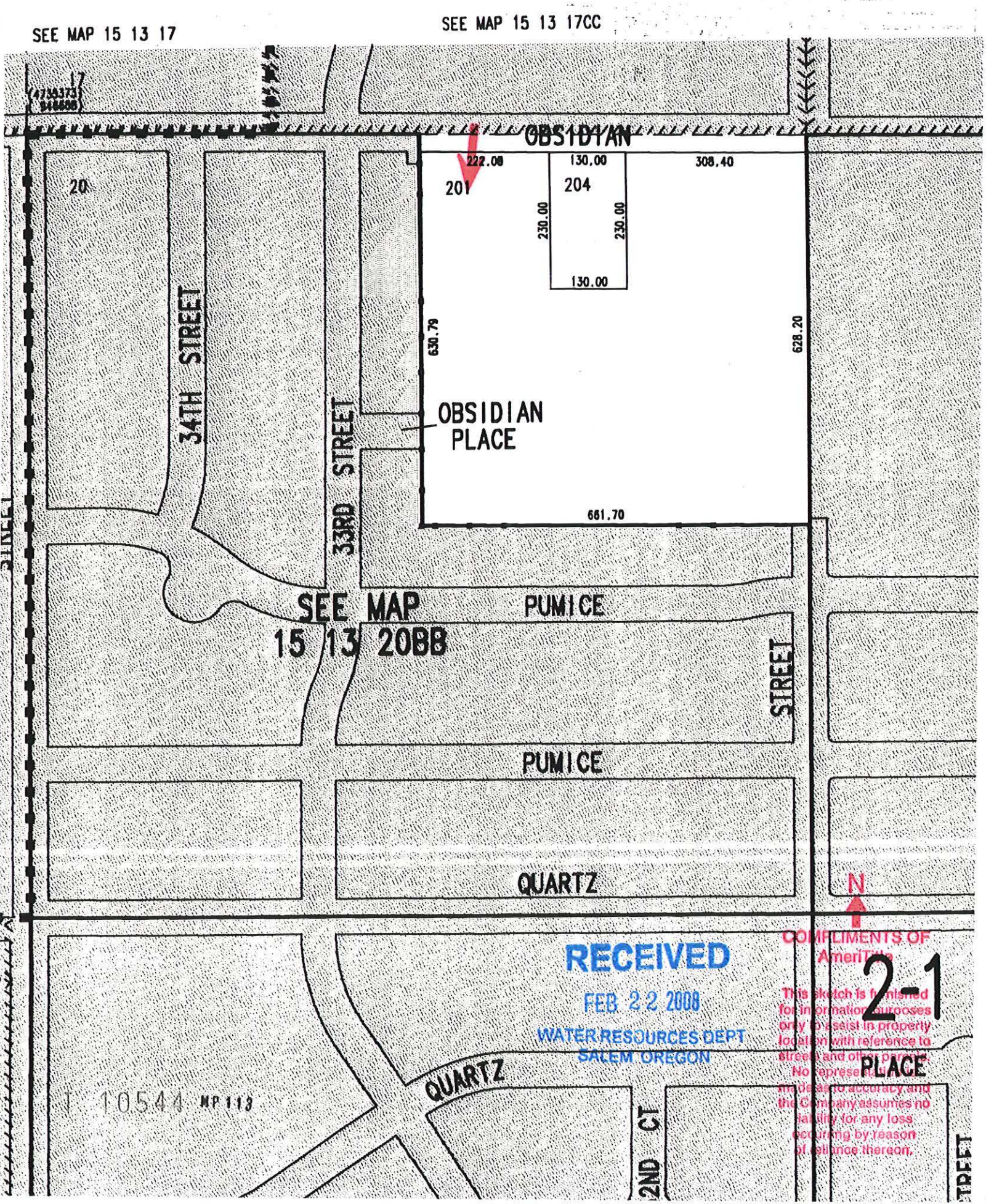
EXHIBIT "A"
LEGAL DESCRIPTION

Commencing at the Northwest corner of Section Twenty (20), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon; thence South 89°33'10" East along the North line of said Section 20 a distance of 660.48 feet to the Northwest corner of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter (NE1/4NW1/4NW1/4) of said Section 20; thence South 00°19'33" East a distance of 30.00 feet to the true point of beginning; thence continuing South 00°19'33" East a distance of 630.79 feet to the Southwest corner of said NE1/4NW1/4NW1/4; thence South 89°46'44" a distance of 661.70 feet to the Southeast corner of said NE1/4NW1/4NW1/4; thence North 00°26'26" West a distance of 628.20 feet to the South right-of-way line of SW Obsidian Avenue; thence North 89°33'10" West along said right-of-way line a distance of 308.40 feet; thence South 00°19'33" East a distance of 230.00 feet; thence North 89°33'10" West a distance of 130.00 feet; thence North 00°19'33" West a distance of 230.00 feet to the South right-of-way line of said SW Obsidian Avenue; thence North 89°33'10" West along said right-of-way line a distance of 222.08 feet to the true point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

1" = 200'


SEE MAP 15 13 17
SEE MAP 15 13 17CC
17
OBSIDIAN
222.08
130.00
308.40
201
204
230.00
230.00
130.00
20
630.79
628.20
34TH STREET
33RD STREET
OBSIDIAN PLACE
661.70
SEE MAP 15 13 20BB
PUMICE
STREET
PUMICE
QUARTZ
N
RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON
COMPLIMENTS OF AmeriTitle
This sketch is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
2-1
QUARTZ
PLACE
2ND CT
T 10544 MP 113

VOL: 2000 PAGE: 44106
RE-RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES

*2000-44106 * Vol-Page Printed: 10/31/2000 09:36:41

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Oct. 31, 2000; 9:27 a.m.

RECEIPT NO: 27925

DOCUMENT TYPE: Deed

FEE PAID: $36.00

NUMBER OF PAGES: 2

Mary Sue Penhollow

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

2000 - 44106 - 1

VOL: 2000 PAGE: 43379
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES

*2000-43379 * Vol-Page Printed: 10/26/2000 11:21:59

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Oct. 26, 2000; 11:17 a.m.

RECEIPT NO: 27761

DOCUMENT TYPE: Deed

FEE PAID: $31.00

NUMBER OF PAGES: 1

Mary Sue Penhollow

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

MP 113

31 158251-63

2000-44106-2

FORM No. 723 – BARGAIN AND SALE DEED (Individual or Corporate). COPYRIGHT 1999 STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR 97204

NS

FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON
P.O. BOX 923
BEND, OR 97709

2000-43379-1

JENNIFER ARTHUR
3220 SW OBSIDIAN AVENUE
REDMOND, OR 97756
Grantor's Name and Address

GEORGE A. ARTHUR & JENNIFER ARTHUR
322 SW OBSIDIAN AVENUE
REDMOND, OR 97756
Grantee's Name and Address

After recording, return to (Name, Address, Zip):
GEORGE A. ARTHUR & JENNIFER ARTHUR
3220 SW OBSIDIAN AVENUE
REDMOND, OR 97756

Until requested otherwise, send all tax statements to (Name, Address, Zip):
GEORGE A. ARTHUR & JENNIFER ARTHUR
3220 SW OBSIDIAN AVENUE
REDMOND, OR 97756

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON, County of) ss.

I certify that the within instrument was received for record on the ____ day of ____, 19____, at ____ o'clock ____M., and recorded in book/reel/volume No. ____ on page ____ and/or as fee/file/instrument/microfilm/reception No. ____, Records of said County.

Witness my hand and seal of County affixed.

NAME TITLE

By ____, Deputy.

BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS that JENNIFER ARTHUR, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto GEORGE A. ARTHUR AND JENNIFER ARTHUR, HUSBAND AND WIFE, hereinafter called grantee, and unto grantee's heirs, successors and assigns, all of that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in DESCHUTES County, State of Oregon, described as follows, to-wit:

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NE1/4 NW1/4 NW1/4) OF SECTION TWENTY (20), TOWNSHIP FIFTEEN (15) SOUTH, EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON.

*RANGE THIRTEEN (13)

Rerecorded to correct legal description, previously recorded in Vol. 2000 Page 43379

RECORDED BY FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON AS AN ACCOMODATION ONLY. NO LIABILITY IS ACCEPTED FOR THE CONDITION OF TITLE OR FOR THE VALIDITY, SUFFICIENCY, OR EFFECT OF THIS DOCUMENT.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is $ NONE ⊕ However, the actual consideration consists of or includes other property or value given or promised which is ☐ part of the ☒ the whole (indicate which) consideration.⊕ (The sentence between the symbols ⊕, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument this 17 day of Oct, ~~19~~ 2000; if grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

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

X Jennifer Arthur

T 10544 MP 113

STATE OF OREGON, County of DESCHUTES) ss.
This instrument was acknowledged before me on October 17, 2000,
by JENNIFER ARTHUR.
This instrument was acknowledged before me on ____, 19____,
by ____
as ____
of ____

OFFICIAL SEAL
GINA M TIANO
NOTARY PUBLIC - OREGON
COMMISSION NO. 330653
MY COMMISSION EXPIRES MARCH 2, 2004

Gina M Tiano
Notary Public for Oregon
My commission expires 3/2/2004

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

T 10544 MP 113

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Leslie Clark
Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

Thank You

April 18, 2007

Gen Hubert
Deschutes Water Exchange Mitigation Bank
P.O. Box 1560
Bend, OR 97701

Dear Gen:

Thank you for participating in the Short-Term Instream Leasing Program and Deschutes Mitigation Credit Program. I want to express appreciation for your participation in these programs and cooperation in helping to improve streamflows for fish and aquatic life and to provide mitigation water to ground water users in the Deschutes Ground Water Study Area.

This instream lease has been approved and has been awarded mitigation credits

Enclosed is a copy of the final order approving the instream lease and mitigation credit project. If you have any questions, please call me at (503) 986-0884.

Sincerely,

Laura Snedaker
Field Services Division

c: Jeremy Giffin, Watermaster District 11
Laura Wolam, Central Oregon Irrigation District
file IL-807 / MP-98 COID-07-03

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Lease of Existing Water Rights for Instream Use and Preliminary and Final Award of Mitigation Credits, Certificates 76358, Crook and Deschutes Counties	)))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE & MITIGATION CREDIT PROJECT

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating instream lease applications.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Lessor
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes Water Exchange (DWE)
Mitigation Bank
P.O. Box 1560
Bend, Oregon 97709
gen@deschutesriver.org

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Findings of Fact

1. On March 19, 2007, COID and the DWE Mitigation Bank filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number IL-807.

2. The rights to be leased are as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 17.66 acres from Point of Diversion (POD) #1 and 55.78 acres from POD #11
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

POD #1

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.221 CFS	0.294 CFS	0.388 CFS	
December 2, 1907			0.157 CFS	
Totals	0.221 CFS	0.294 CFS	0.545 CFS	175.01 AF

POD #2

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.697 CFS	0.930 CFS	1.227 CFS	
December 2, 1907			0.495 CFS	
Totals	0.697 CFS	0.930 CFS	1.722 CFS	552.78 AF

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.

Source: Deschutes River, tributary to the Columbia River

Authorized Place of Use:

Twp	Rng	Mer	Sec	Q-Q	POD	Tax Lot	Acres
14 S	13 E	WM	16	SW SE	11	2400	0.3
15 S	13 E	WM	4	NE NE	11	600	5.0
15 S	13 E	WM	4	SE SE	11	800	0.65
15 S	13 E	WM	4	SE SE	11	900	0.6
15 S	13 E	WM	4	SW SW	11	704	6.31
15 S	13 E	WM	8	SE SW	11	100	7.6
15 S	13 E	WM	8	SE SW	11	200	9.5
15 S	13 E	WM	8	SW SW	11	802	0.9
15 S	13 E	WM	8	SW SW	11	600	1.0
15 S	13 E	WM	8	SW SW	11	601	0.6
15 S	13 E	WM	8	SW SW	11	602	0.5
15 S	13 E	WM	8	SW SW	11	801	0.77
15 S	13 E	WM	8	SW SW	11	803	1.0
15 S	13 E	WM	8	SW SW	11	700	4.0
15 S	13 E	WM	8	SW SW	11	900	4.0
15 S	13 E	WM	9	SW NW	11	501	0.8
15 S	13 E	WM	18	SW SE	11	2802	3.74
15 S	13 E	WM	18	SW SE	11	2809	0.26
15 S	13 E	WM	20	NW NW	11	201	4.4
15 S	13 E	WM	21	SW NW	11	2800	0.35
15 S	13 E	WM	21	SW NW	11	200	0.25
15 S	13 E	WM	21	SW NW	11	300	0.25
15 S	13 E	WM	30	NW NW	11	902	3.0
17 S	12 E	WM	23	NE NE	1	106	6.8
17 S	12 E	WM	23	NW SW	1	1001	0.7
17 S	12 E	WM	26	NE SW	1	705	4.7
17 S	12 E	WM	28	NE SW	1	200	1.86
17 S	13 E	WM	31	NE SE	1	1100	3.0
17 S	14 E	WM	22	NE SE	1	801	0.2
18 S	13 E	WM	12	SE NW	1	501	0.4

T 10544

MP 113

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
18 S	11 E	WM	13	SW NE	Central Oregon Canal POD #1 – 1520 feet South & 1535 feet West from the NE corner of Section 13
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

3. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

4. The instream use is as follows:
Deschutes River tributary to the Columbia River

Instream Reach #1: From POD #1 to POD #11 (both as described in Finding of Fact #3)

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.121 Season 2: 0.162 Season 3: 0.300	96.26	April 1 – Oct. 26

Instream Reach #2: From POD #11 to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.505 Season 2: 0.673 Season 3: 1.247	400.28	April 1 – Oct. 26

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

5. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under Certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

The total volume protected instream shall not exceed 400.28 AF.

6. There is a supplemental water right, Certificate 76714, appurtenant to all or a portion of the lands described in Finding of Fact # 2. The Lessor and Lessee have requested that this water right not be included as part of this lease application. During the term of the lease, water use under this right will also be suspended.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new

injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

9. The lease application identifies the term of the lease as extending through 2011. However, the Lessee and Lessor have clarified that the term of this lease should only extend through 2007. Therefore, this lease will terminate on October 31, 2007.

Preliminary Award of Deschutes Basin Mitigation Credits

10. The Lessee, a mitigation bank chartered by the Water Resources Commission, has requested that the portion of the right to be protected instream be used to generate mitigation credits.

11. The Department assigned this mitigation credit project number MP-98.

12. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6). The Department also provided notice of the mitigation credit project to the Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, Oregon Parks and Recreation Department, Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2). Comments were received from Oregon Parks and Recreation Department. These comments identified that the proposed lease will contribute to flows necessary for recreation and aesthetic and scenic attraction.

13. No modifications were made to the lease based on the comments received.

14. The Department finds that **132.2** mitigation credits may be awarded to this mitigation credit project and assigned to the DWE Mitigation Bank. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the **General and Middle Deschutes Zones of Impact.**

15. The mitigation credits expire on December 31, 2007.

16. The use and maintenance of the mitigation credits is subject to the terms and conditions of the DWE Mitigation Bank Charter.

17. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of the Final Order approving the proposed instream lease shall result in completion of the project and verification that the project is complete.

No precedent is set by this Final Order as to the amount of mitigation credits that may be generated by a subsequent mitigation credit project.

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease conforms to the applicable provisions of OAR 690-077-0015.

This mitigation project results in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

ORDER

Therefore, it is ORDERED:

1. That the Lease as described herein is APPROVED.

2. The former place of use will no longer receive water as part of these rights, any supplemental rights or any other layered water rights for irrigation use, including ground water registrations, during the term of the lease.

3. The lease will terminate on October 31, 2007.

4. **Final Award of Deschutes Basin Mitigation Credits:** Issuance of this Final Order results in completion of the project and verification by the Department that the project is complete. The Department concludes that the mitigation credit project is awarded mitigation credits, as described above, pursuant to OAR 690-521-0400 and ORS 537.746. Mitigation Credits, in the amount of **132.2** credits, as described herein, are awarded to this mitigation project and assigned to the DWE Mitigation Bank. Mitigation Credits may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the **General and Middle Deschutes Zones of Impact**.

5. Mitigation credits are valid until used (or until they expire or are terminated) to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

6. The mitigation credits shall expire on December 31, 2007.

7. The use and maintenance of the mitigation credits shall be subject to the terms and conditions of the DWE Mitigation Bank Charter.

Dated at Salem, Oregon this 19th day of April 2007.

per Phillip C. Ward, Director

Mailing date: APR 24 2007

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

CENTRAL OREGON IRRIGATION DISTRICT

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-11231
$46.00
00439509200600112310040049
02/17/2006 10:23:12 AM
D-D Cnt=1 Stn=2 LADENEL
$20.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

4

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Pat C. Dean, Trustee, or successor in trust, under The Pat C. Dean Revocable Living Trust, dated the 15th day of March, 2005, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 5.40 acres of COID water rights that are appurtenant to the lands listed in Exhibit A, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-10 SW NW 500, and more particularly described as in Exhibit A, attached, and incorporated by this reference.

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

By entry of this deed, Grantor hereby notifies any subsequent purchaser of the lands listed in Exhibit A that Grantor, as owner of the subject land, approved the transfer (including a change in the place and type of use and point of diversion) of the water rights that are appurtenant to the subject land; and that upon completion of a transfer, by election of COID, the subject land will have 3.40 acres of appurtenant water rights remaining.

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 5.40 acres of water rights incurred.

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

Consideration for this Quitclaim: $5,400.00

Grantor: Pat C. Dean Date 2-9-06

Pat C. Dean

RECEIVED
FEB 22 2006
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on February 9, 2006 by Pat C. Dean as Trustee, or successor in trust, under The Pat C. Dean Revocable Living Trust, dated the 15th day of March, 2005

Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

T 10544 MP 113

Grantee:

_____ Date 9 Feb. 2006

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on February 9, 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

Leslie Clark
Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

© Central Oregon Irrigation District 2006

T 10544
MP 113

EXHIBIT "A"

That portion of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section Ten (10), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at a point on the West boundary line of the right of way of the Oregon Trunk Railway which said point is a distance of 360 feet measured Northerly along said West boundary line of said railway right of way from the intersection of said West boundary line of said railway right of way with the South line of said SW1/4 NW1/4; thence Southerly along said West boundary line of said railway right of way said distance of 360 feet to said intersection of said West boundary line of said railway right of way with said South line of said SW1/4 NW1/4; thence Westerly along said South line of said SW1/4 NW1/4, a distance of 350 feet, more or less, to the East boundary line of the right of way of the Pilot Butte Canal; thence Northerly along said East boundary line of said canal right of way, a distance of 375 feet, more or less; thence Easterly in a straight line, a distance of 356 feet, more or less, to the point of beginning.

ALSO that portion of the SW1/4 NW1/4, Section 10 bounded as follows: On the East by the West boundary line of the right of way of the Oregon Trunk Railway; on the West by the East boundary line of the Pilot Butte Canal; on the North by a line parallel to and at a perpendicular, distance of 275.58 feet South from the North line of said SW1/4 NW1/4; and on the South by a straight line running Easterly and Westerly extending from a point on the West boundary line of said railway right of way at a distance of 360 feet measured Northerly along said West boundary line of said railway right of way from the intersection of said West boundary line of said railway right of way with the South line of said SW1/4 NW1/4, to a point on the East boundary line of the right of way of the Pilot Butte Canal at a distance of 375 feet measured Northerly along said canal right of way from the intersection of said East boundary line of the Pilot Butte Canal with the South line of said SW1/4 NW1/4; said straight line forming the Southern boundary measuring 356 feet, more or less. The said tract comprises that land bounded on the East by the West boundary line of the Oregon Trunk Railway, on the West by the East boundary line of the Pilot Butte Canal, on the North by that certain tract deeded to Ed Weaver and Sadie Weaver, husband and wife by instrument recorded in Book 66, Page 282, Deed Records, and on the South by that certain tract deeded to J.L. Harrington and Bessie Harrington by instrument recorded in Book 65, Page 6, Deed Records.

EXCEPTING THEREFROM that portion described in instrument recorded October 29, 1964, in Book 141, Page 191, Deed Records.

T 10544 MP 113

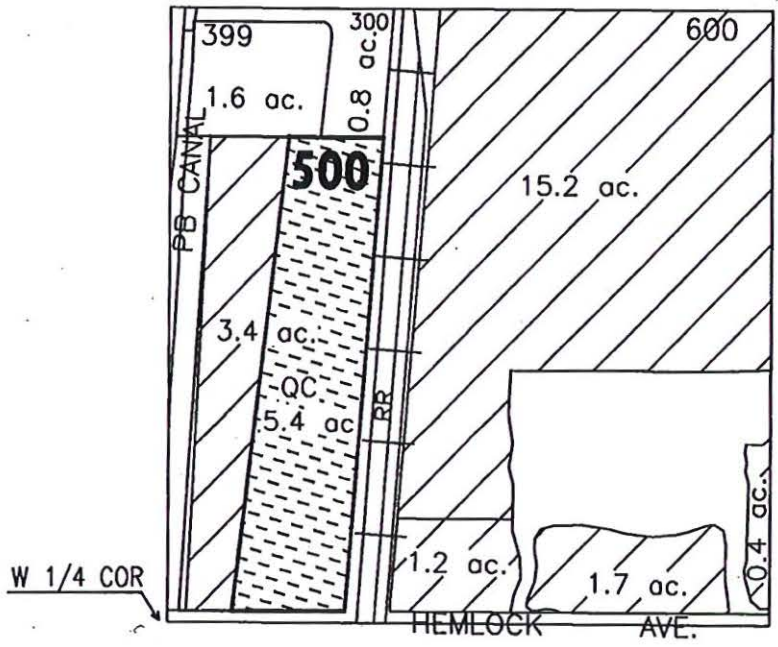
RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

DESCHUTES COUNTY
SEC.10 T15S. R13E. W.M.

SCALE - 1" = 400'

N↑

SW 1/4 OF THE NW 1/4



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

	EXISTING WATER RIGHTS
	"QUIT CLAIM" WATER RIGHTS
# ac.	PARCELS W/ WATER RIGHTS

CENTRAL OREGON IRRIGATION DISTRICT

QUITCLAIM DEED FOR WATER RIGHTS TRANSFER

QUITCLAIM MAP

NAME: PAT C. DEAN

TAXLOT #: 500 5.4 ACRES 'QC'

DATE: 01-30-06 FILE NO: E:\TRANSFER\WRTRANS06\DEAN_QC

T 10544

MP 113

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

January 27, 2006
Title Number : 086658
Title Officer : TERRI ALLEN
Fee : $150.00

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

That portion of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section Ten (10), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at a point on the West boundary line of the right of way of the Oregon Trunk Railway which said point is a distance of 360 feet measured Northerly along said West boundary line of said railway right of way from the intersection of said West boundary line of said railway right of way with the South line of said SW1/4 NW1/4; thence Southerly along said West boundary line of said railway right of way said distance of 360 feet to said intersection of said West boundary line of said railway right of way with said South line of said SW1/4 NW1/4; thence Westerly along said South line of said SW1/4 NW1/4, a distance of 350 feet, more or less, to the East boundary line of the right of way of the Pilot Butte Canal; thence Northerly along said East boundary line of said canal right of way, a distance of 375 feet, more or less; thence Easterly in a straight line, a distance of 356 feet, more or less, to the point of beginning.

ALSO that portion of the SW1/4 NW1/4, Section 10 bounded as follows: On the East by the West boundary line of the right of way of the Oregon Trunk Railway; on the West by the East boundary line of the Pilot Butte Canal; on the North by a line parallel to and at a perpendicular, distance of 275.58 feet South from the North line of said SW1/4 NW1/4; and on the South by a straight line running Easterly and Westerly extending from a point on the West boundary line of said railway right of way at a distance of 360 feet measured Northerly along said West boundary line of said railway right of way from the intersection of said West boundary line of said railway right of way with the South line of said SW1/4 NW1/4, to a point on the East boundary line of the right of way of the Pilot Butte Canal at a distance of 375 feet measured Northerly along said canal right of way from the intersection of said East boundary line of the Pilot Butte Canal with the South line of said SW1/4 NW1/4; said straight line forming the Southern boundary measuring 356 feet, more or less. The said tract comprises that land bounded on the East by the West boundary line of the Oregon Trunk Railway, on the West by the East boundary line of the Pilot Butte Canal, on the North by that certain tract deeded to Ed Weaver and Sadie Weaver, husband and wife by instrument recorded in Book 66, Page 282, Deed Records, and on the South by that certain tract deeded to J.L. Harrington and Bessie Harrington by instrument recorded in Book 65, Page 6, Deed Records.

EXCEPTING THEREFROM that portion described in instrument recorded October 29, 1964, in Book 141, Page 191, Deed Records.

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

2008 100 BEST COMPANIES TO WORK FOR

We find that the last deed of record runs to:

PAT C. DEAN, Trustee, or successor in trust, under The Pat C. Dean Revocable Living Trust, dated the 15th day of March, 2005

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

NONE

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-039 Map and Tax Lot Number 15 13 10B0 00500
Account No. [redacted]

NOTE: The 2005-2006 Taxes: $3,811.86, Paid in full.

According to the Deschutes County Assessor's Roll, the subject property does not lie within any city limit.

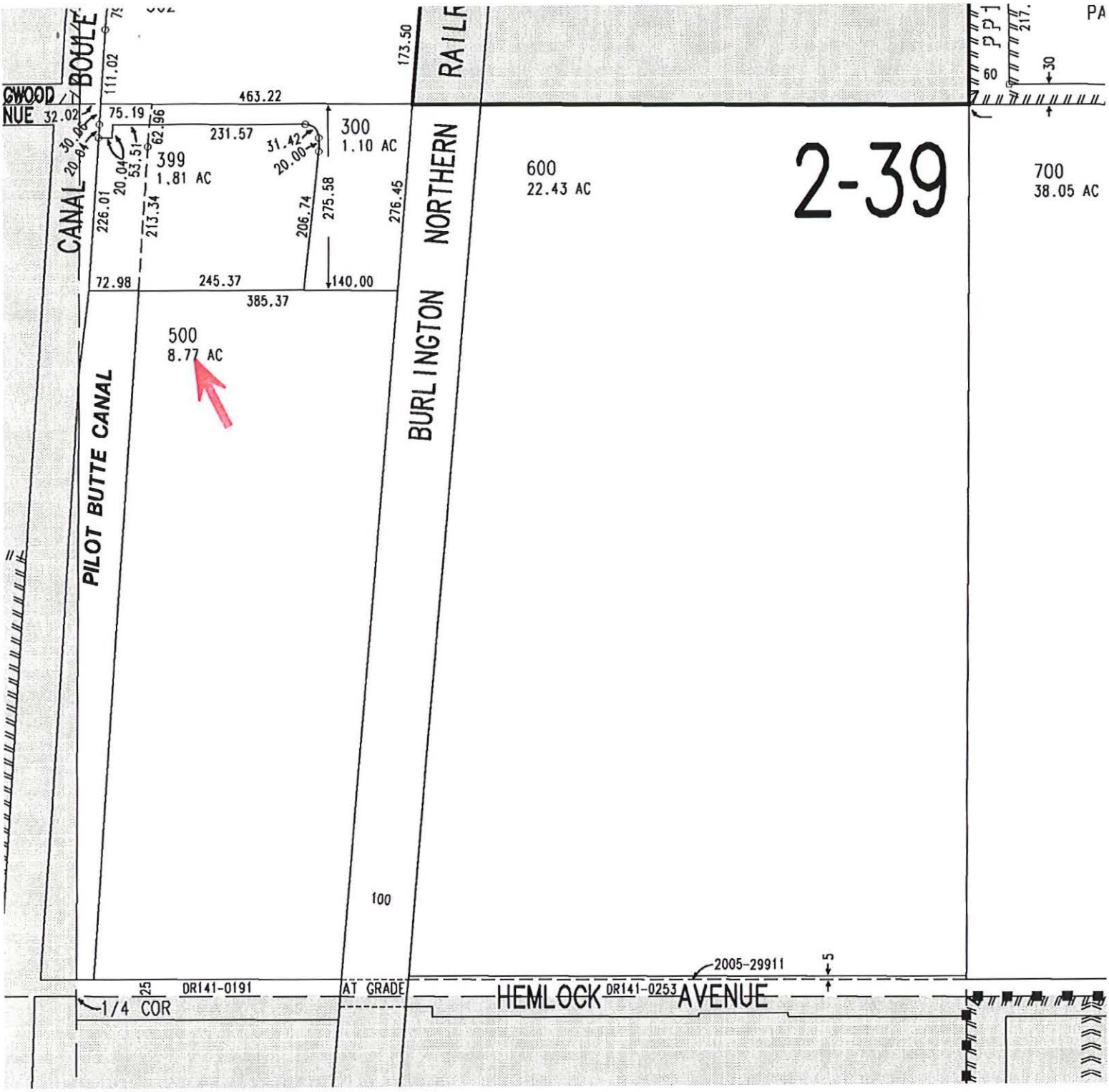
NOTE: This Irrigation District Report is being made with the understanding that it does not represent any form of title insurance and is not a commitment for a policy of insurance. The information provided herein is not a full examination of the subject property. Further, if any person, corporation or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

AmeriTitle

By: _____
Terri Allen, Title Officer
TA:cl

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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



COMPLIMENTS OF
AmeriTitle

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

PAT C. DEAN
TO
PAT C. DEAN, TRUSTEE, OR SUCCESSOR IN TRUST, UNDER THE PAT C. DEAN REVOCABLE LIVING TRUST, DATED THE 15TH DAY OF MARCH, 2005, AND ANY AMENDMENTS THERETO

GRANTOR

GRANTEE

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2005-15356
$36.00
00347819200500153560020027
03/16/2005 12:30:45 PM
D-D Cnt=1 Stn=23 JEFF
$10.00 $11.00 $10.00 $5.00

After recording, return to:
Gerald E. Montgomery
Columbia Business Center, Suite 130
9900 S.W. Greenburg Road
Portland, OR 97223
Until a change is requested, all tax statements shall be sent to the following address:
No Change.

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That PAT C. DEAN, hereinafter called the **Grantor**, for the consideration hereinafter stated, to grantor paid by PAT C. DEAN, TRUSTEE, OR SUCCESSOR IN TRUST, UNDER THE PAT C. DEAN REVOCABLE LIVING TRUST, DATED THE 15TH DAY OF MARCH, 2005, AND ANY AMENDMENTS THERETO hereinafter called the **Grantee**, does hereby grant, bargain, sell and convey her one-half undivided interest unto the said grantees and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Deschutes and State of Oregon, described as follows, to-wit:

See attached Exhibit "A"
Subject to easements and restrictions of record.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except as described above and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

THE TRUE CONSIDERATION FOR THIS CONVEYANCE IS $ *NONE . *THIS CONVEYANCE IS FOR ESTATE PLANNING PURPOSES ONLY.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 15th day of March, 2005.

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

PAT C, DEAN

STATE OF OREGON, County of Deschutes) ss. March 15, 2005
Personally appeared before me the above-named PAT C. DEAN and the foregoing instrument to be her voluntary act and deed.

Before Me:
Notary Public for Oregon

OFFICIAL SEAL
JENNIFER LEA LILZE
NOTARY PUBLIC- OREGON
COMMISSION NO. 370788
MY COMMISSION EXPIRES JUL 22, 2007

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

2001-1048-2

Exhibit "A"

That portion of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section Ten (10), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at a point on the West boundary line of the right of way of the Oregon Trunk Railway which said point is a distance of 360 feet measured Northerly along said West boundary line of said railway right of way from the intersection of said West boundary line of said railway right of way with the South line of said SW1/4 NW1/4; thence Southerly along said West boundary line of said railway right of way said distance of 360 feet to said intersection of said West boundary line of said railway right of way with said South line of said SW1/4 NW1/4; thence Westerly along said South line of said SW1/4 NW1/4, a distance of 350 feet, more or less, to the East boundary line of the right of way of the Pilot Butte Canal; thence Northerly along said East boundary line of said canal right of way, a distance of 375 feet, more or less; thence Easterly in a straight line, a distance of 356 feet, more or less, to the point of beginning.

ALSO that portion of the SW1/4 NW1/4, Section 10 bounded as follows: On the East by the West boundary line of the right of way of the Oregon Trunk Railway; on the West by the East boundary line of the Pilot Butte Canal; on the North by a line parallel to and at a perpendicular, distance of 275.58 feet South from the North line of said SW1/4 NW1/4; and on the South by a straight line running Easterly and Westerly extending from a point on the West boundary line of said railway right of way at a distance of 360 feet measured Northerly along said West boundary line of said railway right of way from the intersection of said West boundary line of said railway right of way with the South line of said SW1/4 NW1/4, to a point on the East boundary line of the right of way of the Pilot Butte Canal at a distance of 375 feet measured Northerly along said canal right of way from the intersection of said East boundary line of the Pilot Butte Canal with the South line of said SW1/4 NW1/4; said straight line forming the Southern boundary measuring 356 feet, more or less. The said tract comprises that land bounded on the East by the West boundary line of the Oregon Trunk Railway, on the West by the East boundary line of the Pilot Butte Canal, on the North by that certain tract deeded to Ed Weaver and Sadie Weaver, husband and wife by instrument recorded in Book 66, Page 282, Deed Records, and on the South by that certain tract deeded to J. L. Harrington and Bessie Harrington by instrument recorded in Book 65, Page 6, Deed Records.

EXCEPTING THEREFROM that portion described in instrument recorded October 29, 1964 in Book 141, Page 191, Deed Records.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Short-Term Lease of Existing Water Rights for Instream Use, Certificate 76358, Crook and Deschutes County	))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating short-term instream lease applications.

Lessor
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes River Conservancy (DRC)
PO Box 1560
Bend, OR 97709
ghubert@deschutesrc.org

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Findings of Fact

1. On June 26, 2006, COID and the DRC filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number L-765.

2. Interest in a portion of the water right to be leased instream has been quit claimed from the original land owners. The lease application form identifies COID as the interest holder in the water right. Individual quit claim deeds, along with supporting documentation, submitted with the application and on July 18 and 20, 2006, identify that interest in the portion of the right to be leased is held by COID. The Department has determined that COID is an interest holder in the right and is authorized to lease the water rights instream.

3. The right to be leased is as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 15.3 acres from Point of Diversion (POD) #1 and 35.41 acres from POD #11
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

T 10544 MP 113

Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

POD #1

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.19 CFS	0.26 CFS	0.34 CFS	
December 2, 1907			0.14 CFS	
Totals	0.19 CFS	0.26 CFS	0.47 CFS	151.62

POD #2

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.44 CFS	0.59 CFS	0.78 CFS	
December 2, 1907			0.31 CFS	
Totals	0.44 CFS	0.59 CFS	1.09 CFS	350.91

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.

Source: Deschutes River, tributary to the Columbia River

Place of Use:

Twp	Rng	Mer	Sec	Q-Q	POD	Tax Lot	Acres
14 S	13 E	WM	21	SE NW	11	700	1.7
14 S	13 E	WM	34	NE SE	11	2008	8.0
15 S	13 E	WM	8	SE SW	11	1100	3.0
15 S	13 E	WM	8	SW SE	11	2200	4.5
15 S	13 E	WM	9	NW NW	11	205	2.0
15 S	13 E	WM	9	NE SE	11	800	2.4
15 S	13 E	WM	10	NE NW	11	102	3.73
15 S	13 E	WM	10	SW NW	11	500	5.4
15 S	13 E	WM	20	SW NE	11	3700	0.38
15 S	13 E	WM	20	NE SW	11	6400	0.7
15 S	13 E	WM	30	NW NW	11	905	3.6
15 S	14 E	WM	26	NE NW	1	401	2.7
17 S	12 E	WM	34	SW SE	1	1800	1.4
17 S	12 E	WM	34	SW SE	1	1900	1.5
17 S	12 E	WM	35	SW SW	1	1100	1.5
18 S	12 E	WM	3	NE NE	1	1500	1.5
18 S	12 E	WM	3	SE SE	1	3700	1.0
18 S	12 E	WM	7	SW NE	1	800	0.7
18 S	12 E	WM	7	SW NE	1	801	1.2
18 S	12 E	WM	7	SE NE	1	800	1.4
18 S	12 E	WM	7	SE NW	1	801	0.2
18 S	12 E	WM	7	NW SE	1	800	0.2
18 S	12 E	WM	8	NW NW	1	711	2.0

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
18 S	11 E	WM	13	SW NE	Central Oregon Canal POD #1 – 1520 feet South & 1535 feet West from the NE corner of Section 13
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

T 10544 MP 113

4. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

5. The instream use is as follows:
Deschutes River tributary to the Columbia River

Instream Reach #1: From POD #1 to POD #11 (both as described in Finding of Fact #3)

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.105 Season 2: 0.140 Season 3: 0.260	83.39	April 1 – Oct. 26

Instream Reach #2: From POD #11 to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.349 Season 2: 0.465 Season 3: 0.861	276.39	April 1 – Oct. 26

6. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

The total volume protected instream shall not exceed 276.39 AF.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

9. The lease will terminate on October 31, 2006.

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease agreement conforms to the applicable provisions of OAR 690-077-0015.

T 10544 MP 113

ORDER

Therefore, it is ORDERED:

1. That the Short-Term Lease as described herein is APPROVED.

2. The former place of use shall no longer receive water as part of these rights during the term of the lease.

3. The lease shall terminate on October 31, 2006.

Dated at Salem, Oregon this 6th day of September 2006.

for Phillip C. Ward, Director

Mailing date: SEP 1 1 2006

T 10544 MP 113

CENTRAL OREGON IRRIGATION DISTRICT

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-12426
$46.00
00440778200600124260040046
02/23/2006 09:55:33 AM
D-D Cnt=1 Stn=3 PAM
$20.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

QUITCLAIM DEED

4

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Gene W. Hoskin and Judy R. Hoskin, as tenants by the entirety, as to an undivided 50% interest; Grant Hoskin and Julie Hoskin, as tenants by the entirety, as to an undivided 25% interest, and Shannon Townsend and Tara Townsend, as tenants by the entirety, as to an undivided 25% interest, as tenants in common, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 8.0 acres of COID water rights that are appurtenant to the lands listed in Exhibit A, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 14-13-34 NE SE 2008, and more particularly described as in Exhibit A, attached, and incorporated by this reference.

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

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 8.0 acres of water rights incurred.

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

Consideration for this Quitclaim: $9,600.00

Grantor:

Gene W. Hoskin — Date 2/9/06

Judy R. Hoskin — Date 2/10/06

Grant Hoskin — Date 2/10/06

Julie Hoskin — Date 2/10/06

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Shannon Townsend Date 2-10-06

Tara Townsend Date 2-10-06

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on February 9, 2006 by Gene W. Hoskin

OFFICIAL SEAL
DONNA M ROBINSON
NOTARY PUBLIC- OREGON
COMMISSION NO. 381731
MY COMMISSION EXPIRES JUL 07, 2008

Notary Public

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on 2/10/06 by Judy R. Hoskin

OFFICIAL SEAL
DONNA M ROBINSON
NOTARY PUBLIC- OREGON
COMMISSION NO. 381731
MY COMMISSION EXPIRES JUL 07, 2008

Notary Public

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on 2-10-06 by Grant Hoskin.

OFFICIAL SEAL
DONNA M ROBINSON
NOTARY PUBLIC- OREGON
COMMISSION NO. 381731
MY COMMISSION EXPIRES JUL 07, 2008

Notary Public

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on Feb. 10-06 by Julie Hoskin

OFFICIAL SEAL
[illegible] ELLIOTT
NOTARY PUBLIC-OREGON
COMMISSION NO. 397220
MY COMMISSION EXPIRES JUL 14, 2009

Notary Public

T 10544 MP 113

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on Feb. 10, 2006 by Shannon Townsend

OFFICIAL SEAL
PAMELA ELLIOTT
NOTARY PUBLIC-OREGON
COMMISSION NO. 397220
MY COMMISSION EXPIRES SEPT. 14, 2009

Notary Public

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on Feb. 10, 2006 by Tara Townsend

OFFICIAL SEAL
PAMELA ELLIOTT
NOTARY PUBLIC-OREGON
COMMISSION NO. 397220
MY COMMISSION EXPIRES SEPT. 14, 2009

Notary Public

Grantee:

Date 14 Feb. 2006

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on February 14, 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

© Central Oregon Irrigation District 2006

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

EXHIBIT "A"

A tract of land located in the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) Section Thirty-four (34), Township Fourteen (14) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the Northeast corner of said NE1/4SE1/4; thence North 89°37'54" West along the North line of said NE1/4SE1/4, 5.78 feet to the West boundary of existing county road; thence South 01°35'01" West along the said West road boundary, 20.01 feet to the South boundary of existing county road and the true point of beginning; thence continuing South 01°35'01" West along said West road boundary, 970.43 feet; thence North 89°36'11" West, 422.76 feet; thence North 00°43'11" East, 970.02 feet to the South boundary of said existing county road; thence South 89°37'54" East along said South boundary, 437.39 feet to the true point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

January 5, 2006
Title Number : 086026
Title Officer : AQUILA CRUME
Fee : $150.00

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

A tract of land located in the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) Section Thirty-four (34), Township Fourteen (14) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the Northeast corner of said NE1/4SE1/4; thence North 89°37'54" West along the North line of said NE1/4SE1/4, 5.78 feet to the West boundary of existing county road; thence South 01°35'01" West along the said West road boundary, 20.01 feet to the South boundary of existing county road and the true point of beginning; thence continuing South 01°35'01" West along said West road boundary, 970.43 feet; thence North 89°36'11" West, 422.76 feet; thence North 00°43'11" East, 970.02 feet to the South boundary of said existing county road; thence South 89°37'54" East along said South boundary, 437.39 feet to the true point of beginning.

and dated as of December 27, 2005 at 7:30 a.m.

We find that the last deed of record runs to:

GENE W. HOSKIN and JUDY R. HOSKIN, as tenants by the entirety, as to an undivided 50% interest; GRANT HOSKIN and JULIE HOSKIN, as tenants by the entirety, as to an undivided 25% interest, and SHANNON TOWNSEND and TARA TOWNSEND, as tenants by the entirety, as to an undivided 25% interest, as tenants in common

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $198,750.00
   Dated: May 17, 2005
   Recorded: May 23, 2005
   Volume/Page: 2005-31837, Deschutes County Records
   Grantor: Gene W. Hoskin and Judy R. Hoskin
   Trustee: AmeriTitle
   Beneficiary: Columbia River Bank

T 10544 MP 113

2005 OREGON BUSINESS 100 BEST COMPANIES TO WORK FOR

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-004 Map and Tax Lot Number 14 13 34 00 02008
Account No. [redacted]

NOTE: The 2005-2006 Taxes: $1,313.20, Paid in full.

According to the Deschutes County Assessor's Roll, the subject property does not lie within any city limit.

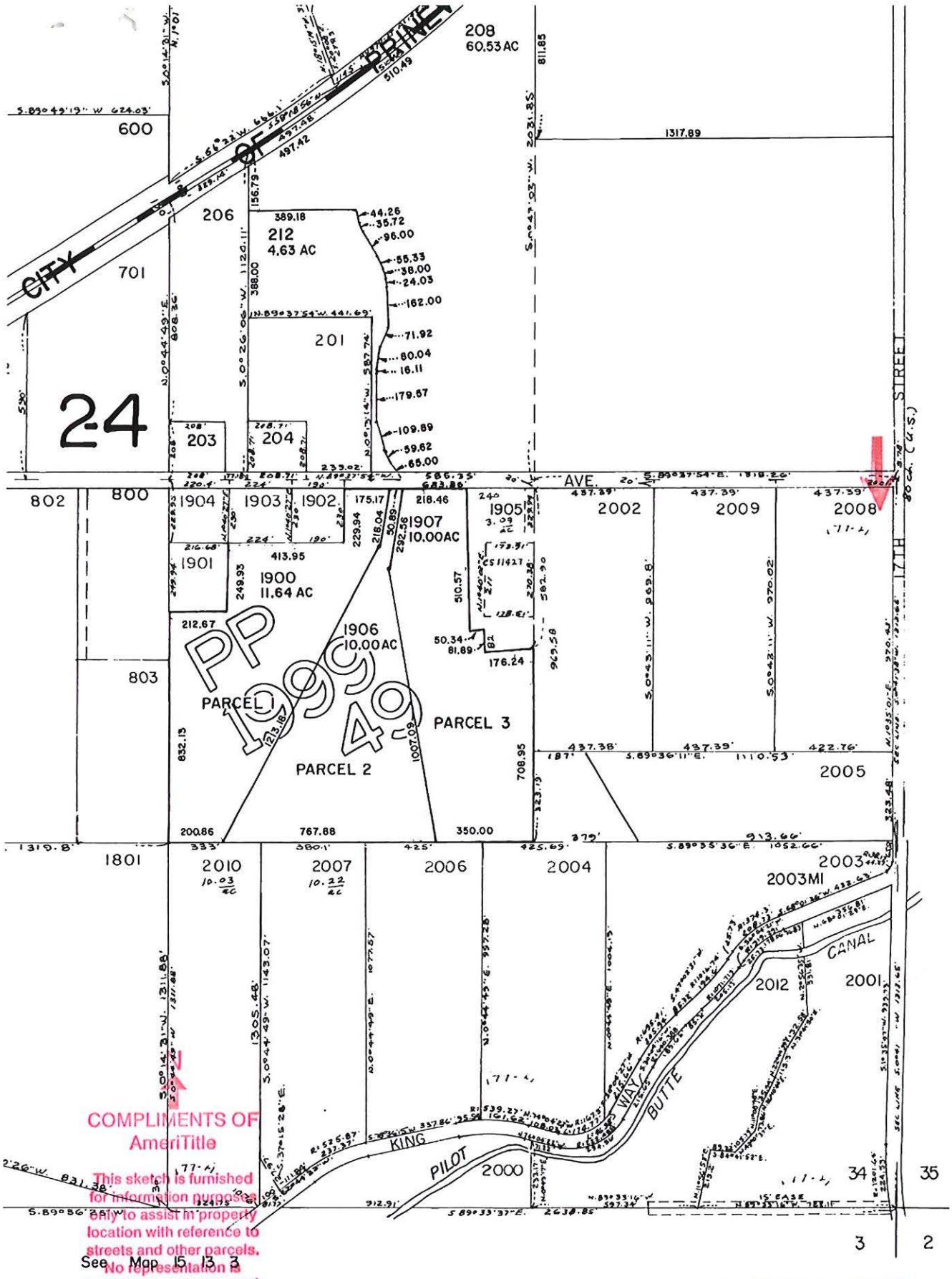
NOTE: This Irrigation District Report is being made with the understanding that it does not represent any form of title insurance and is not a commitment for a policy of insurance. The information provided herein is not a full examination of the subject property. Further, if any person, corporation or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

AmeriTitle

By: Aquila Crume
Aquila Crume, Title Examiner
AC:kg

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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



COMPLIMENTS OF
AmeriTitle

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

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

14 13 34

FORM No. 983 – WARRANTY DEED – STATUTORY FORM (Individual Grantor). STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR 97204

NN

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2005-77537

$36.00

00414113200500775370020028

11/10/2005 12:23:59 PM

D-D Cnt=1 Stn=23 SUEBO
$10.00 $11.00 $10.00 $5.00

Grantor's Name and Address

Grantee's Name and Address

After recording, return to (Name, Address, Zip):
Gene W. Hoskin
P.O. Box 1769
Redmond, OR 97756

Until requested otherwise, send all tax statements to (Name, Address, Zip):
same as above

SPACE RESERVED FOR RECORDER'S USE

and/or as fee/file/instrument/microfilm/reception No. _____, Records of this County.

Witness my hand and seal of County affixed.

NAME TITLE

By _____, Deputy.

WARRANTY DEED – STATUTORY FORM
(INDIVIDUAL GRANTOR)

Gene W. Hoskin and Judy R. Hoskin, Grantor, conveys and warrants to Gene W. Hoskin and Judy R. Hoskin as husband and wife as to an unidivided 50% interest, Grant Hoskin and Julie Hoskin as husband and wife as to an ** , Grantee, the following described real property free of encumbrances, except as specifically set forth herein, situated in Deschutes County, Oregon, to-wit:

**undivided 25% interest, Shannon Townsend and Tara Townsend as husband and wife as to an undivided 25% interest, as tenants in common

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

The property is free from encumbrances, except (if none, so state):

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

The true consideration for this conveyance is $ correct title (Here, comply with the requirements of ORS 93.030)

DATED Sept. 14, 2005.

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

Gene W. Hoskin

Judy R. Hoskin

STATE OF OREGON, County of Deschutes) ss.
This instrument was acknowledged before me on Sept. 14, 2005,
by Gene W. Hoskin and Judy R. Hoskin.

OFFICIAL SEAL
ROBERTA DURIGHELLO
NOTARY PUBLIC-OREGON
COMMISSION NO. 376013
MY COMMISSION EXPIRES JAN. 04, 2008

Roberta Durighello
Notary Public for Oregon
My commission expires 01/04/08

T 10544 MP 113

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land located in the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) Section Thirty-four (34), Township Fourteen (14) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the Northeast corner of said NE1/4SE1/4; thence North 89°37'54" West along the North line of said NE1/4SE1/4, 5.78 feet to the West boundary of existing county road; thence South 01°35'01" West along the said West road boundary, 20.01 feet to the South boundary of existing county road and the true point of beginning; thence continuing South 01°35'01" West along said West road boundary, 970.43 feet; thence North 89°36'11" West, 422.76 feet; thence North 00°43'11" East, 970.02 feet to the South boundary of said existing county road; thence South 89°37'54" East along said South boundary, 437.39 feet to the true point of beginning.

128708 **14133400 02008**

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Short-Term Lease of Existing Water Rights for Instream Use, Certificate 76358, Crook and Deschutes County	))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating short-term instream lease applications.

Lessor
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes River Conservancy (DRC)
PO Box 1560
Bend, OR 97709
ghubert@deschutesrc.org

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Findings of Fact

1. On June 26, 2006, COID and the DRC filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number L-765.

2. Interest in a portion of the water right to be leased instream has been quit claimed from the original land owners. The lease application form identifies COID as the interest holder in the water right. Individual quit claim deeds, along with supporting documentation, submitted with the application and on July 18 and 20, 2006, identify that interest in the portion of the right to be leased is held by COID. The Department has determined that COID is an interest holder in the right and is authorized to lease the water rights instream.

3. The right to be leased is as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 15.3 acres from Point of Diversion (POD) #1 and 35.41 acres from POD #11
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

T 10544 MP 113

Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

POD #1

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.19 CFS	0.26 CFS	0.34 CFS	
December 2, 1907			0.14 CFS	
Totals	0.19 CFS	0.26 CFS	0.47 CFS	151.62

POD #2

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.44 CFS	0.59 CFS	0.78 CFS	
December 2, 1907			0.31 CFS	
Totals	0.44 CFS	0.59 CFS	1.09 CFS	350.91

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.

Source: Deschutes River, tributary to the Columbia River

Place of Use:

Twp	Rng	Mer	Sec	Q-Q	POD	Tax Lot	Acres
14 S	13 E	WM	21	SE NW	11	700	1.7
14 S	13 E	WM	34	NE SE	11	2008	8.0
15 S	13 E	WM	8	SE SW	11	1100	3.0
15 S	13 E	WM	8	SW SE	11	2200	4.5
15 S	13 E	WM	9	NW NW	11	205	2.0
15 S	13 E	WM	9	NE SE	11	800	2.4
15 S	13 E	WM	10	NE NW	11	102	3.73
15 S	13 E	WM	10	SW NW	11	500	5.4
15 S	13 E	WM	20	SW NE	11	3700	0.38
15 S	13 E	WM	20	NE SW	11	6400	0.7
15 S	13 E	WM	30	NW NW	11	905	3.6
15 S	14 E	WM	26	NE NW	1	401	2.7
17 S	12 E	WM	34	SW SE	1	1800	1.4
17 S	12 E	WM	34	SW SE	1	1900	1.5
17 S	12 E	WM	35	SW SW	1	1100	1.5
18 S	12 E	WM	3	NE NE	1	1500	1.5
18 S	12 E	WM	3	SE SE	1	3700	1.0
18 S	12 E	WM	7	SW NE	1	800	0.7
18 S	12 E	WM	7	SW NE	1	801	1.2
18 S	12 E	WM	7	SE NE	1	800	1.4
18 S	12 E	WM	7	SE NW	1	801	0.2
18 S	12 E	WM	7	NW SE	1	800	0.2
18 S	12 E	WM	8	NW NW	1	711	2.0

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
18 S	11 E	WM	13	SW NE	Central Oregon Canal POD #1 – 1520 feet South & 1535 feet West from the NE corner of Section 13
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

T 10544 MP 113

4. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

5. The instream use is as follows:
Deschutes River tributary to the Columbia River

Instream Reach #1: From POD #1 to POD #11 (both as described in Finding of Fact #3)

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.105 Season 2: 0.140 Season 3: 0.260	83.39	April 1 – Oct. 26

Instream Reach #2: From POD #11 to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.349 Season 2: 0.465 Season 3: 0.861	276.39	April 1 – Oct. 26

6. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

The total volume protected instream shall not exceed 276.39 AF.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

9. The lease will terminate on October 31, 2006.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease agreement conforms to the applicable provisions of OAR 690-077-0015.

T 10544 MP 113

ORDER

Therefore, it is ORDERED:

1. That the Short-Term Lease as described herein is APPROVED.

2. The former place of use shall no longer receive water as part of these rights during the term of the lease.

3. The lease shall terminate on October 31, 2006.

Dated at Salem, Oregon this 6th day of September 2006.

for Phillip C. Ward, Director

Mailing date: SEP 1 1 2006

T 10544

MP 113

MAIL TAX STATEMENT
TO: NO CHANGE

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

CENTRAL OREGON IRRIGATION DISTRICT

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, HAVNIP INVESTMENT, LLC, an Oregon Limited Liability Company, releases and quitclaims to Central Oregon Irrigation District all rights, title and interest in the following: Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 4.50 acres of Central Oregon Irrigation District water rights that are appurtenant to the lands listed in Exhibit A, to Central Oregon Irrigation District. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-08 SW SE 2200.

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

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

Grantor shall remain liable for any district assessment or charges pertaining to the 4.50 acres of water rights incurred until the date of signing and subsequent completion of the transfer of water.

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

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

Grantor:

Havnip Investment LLC Larry D. Havniear, Date Aug 2
HAVNIP INVESTMENT, LLC

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on August 2, 2005 by Larry D. Havniear for HAVNIP INVESTMENT LLC.
As President

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC - OREGON
COMMISSION NO. 354438
MY COMMISSION EXPIRES FEB. 5, 2006

Notary Public

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2005-53217

$41.00

00388308200500532170030033

08/12/2005 11:01:19 AM

D-D Cnt=1 Stn=2 SUEBO

T 10544 MP 113

© Central Oregon Irrigation District 2005

Approved:

Date 3 August 2005

Steven C. Johnson Secretary-Manager Central Oregon Irrigation District

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on August 3, 2005 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC - OREGON
COMMISSION NO. 354428
MY COMMISSION EXPIRES FEB. 5, 2009

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

The West Half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter (S1/2SW1/4SW1/4SE1/4) of Section Eight (8), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon. EXCEPTING THEREFROM that portion dedicated to the City of Redmond by Deed of Dedication recorded April 25, 2003, in Volume 2003, Page 27239, Deschutes County Records.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

July 28, 2005
Title Number : 079341
Title Officer : DEBBY DAVIDSON
Fee : $150.00

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

The West Half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter (S1/2SW1/4SW1/4SE1/4) of Section Eight (8), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon. EXCEPTING THEREFROM that portion dedicated to the City of Redmond by Deed of Dedication recorded April 25, 2003, in Volume 2003, Page 27239, Deschutes County Records.

and dated as of July 18, 2005 at 7:30 a.m.

We find that the last deed of record runs to:

HAVNIP INVESTMENT, LLC, an Oregon Limited Liability Company

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

NONE

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001and Tax Lot Number 15 13 08 00 02200
Account No. [redacted]

NOTE: The 2004-2005 Taxes: $1,297.08, Paid in full.

1. The 2005-2006 Taxes: A lien not yet due or payable.

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

2004 Oregon Business 100 Best Companies To Work For

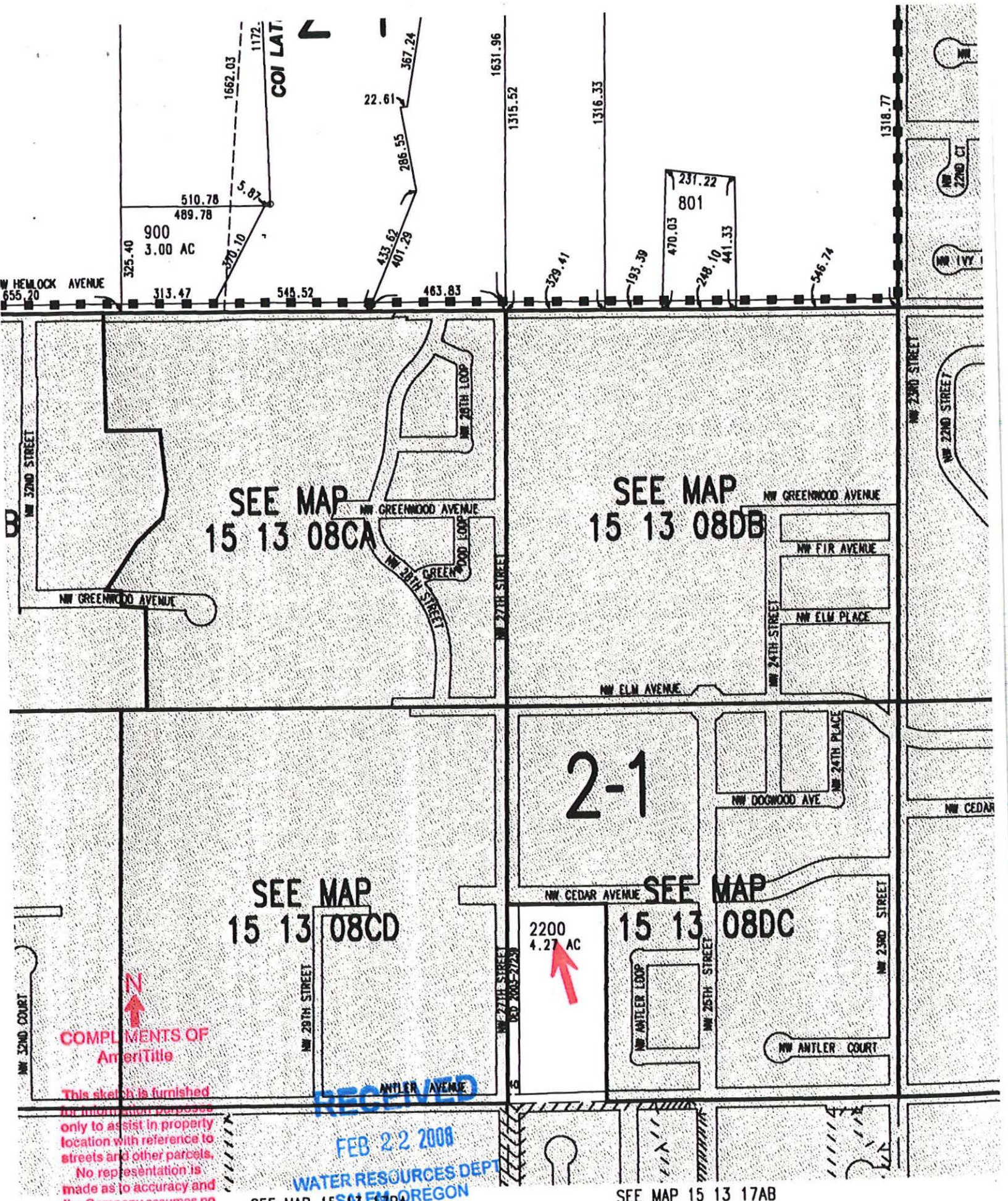
NOTE: This Irrigation District Report is being made with the understanding that it does not represent any form of title insurance and is not a commitment for a policy of insurance. The information provided herein is not a full examination of the subject property. Further, if any person, corporation or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

AmeriTitle

By: _____
Debby Davidson, Title Examiner
DD:kg

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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



COMPLIMENTS OF
AmeriTitle

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

31

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2005-42913
$31.00
00377257200500429130010011
07/06/2005 02:18:13 PM
D-D Cnt=1 Stn=26 SHIRLEY
$5.00 $11.00 $10.00 $5.00

After recording return to:
HAVNIP INVESTMENT, LLC
20585 BRINSON BLVD. #3
BEND, OR 97701

Until a change is requested all tax statements shall be sent to the following address:
HAVNIP INVESTMENT, LLC
20585 BRINSON BLVD. #3
BEND, OR 97701

WARRANTY DEED -- STATUTORY FORM

SHAUN T. LITTLE AND TIMOTHY BOOHER, Grantor, conveys and warrants to HAVNIP INVESTMENT, LLC, AN OREGON LIMITED LIABILITY COMPANY, Grantee, the following described real property, free of encumbrances except as specifically set forth herein, to wit:

The West Half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter (W1/2 SW1/4 SW1/4 SE1/4) of Section 8, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon. EXCEPTING THEREFROM that portion dedicated to the City of Redmond by Deed of Dedication recorded April 25, 2003 in 2003-27239.

Tax Account No(s): [redacted]
Map/Tax Lot No(s): 15-13-08-00-02200

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

The true consideration for this conveyance is $ 785,000.00. *The true consideration for this conveyance is pursuant to an IRC tax deferred exchange on behalf of the grantors.*

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

Dated this 5th day of July, 2005.

SHAUN T. LITTLE

TIMOTHY BOOHER

STATE OF OREGON, COUNTY OF DESCHUTES) SS.

This instrument was acknowledged before me on July 5th, 2005 by SHAUN T. LITTLE AND TIMOTHY BOOHER.

(Notary Public for Oregon)
My commission expires 10-15-08

OFFICIAL SEAL
VICKI L BULKLEY
NOTARY PUBLIC - OREGON
COMMISSION NO. 385431
MY COMMISSION EXPIRES OCT. 15, 2008

TITLE/ESCROW NO. 12-0050205

RECORDED BY
WESTERN TITLE & ESCROW CO.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 NP 113

OPERATING AGREEMENT
OF
HAVNIP INVESTMENT, LLC
an Oregon Limited Liability Company

This Operating Agreement is effective as of June 6, 2000, by and among the persons identified in this Agreement as initial members.

ARTICLE 1

FORMATION

1.1 Name. The name of the limited liability company ("the LLC") is Havnip Investment, LLC.

1.2 Articles of Organization. Articles of Organization were filed with the Oregon Secretary of State on or about January 5, 1999.

1.3 Duration. The LLC shall exist for a period of perpetuity unless earlier dissolved as provided in this Operating Agreement.

1.4 Principal Place of Business. The principal office of the LLC shall be at 20585 North Brinson Blvd., Suite 3, Bend, OR 97701. The members may relocate the principal office or establish additional offices from time to time.

1.5 Registered Office and Registered Agent. The LLC's registered office shall be at 20585 North Brinson Blvd., Suite 3, Bend, OR 97701 and the name of its registered agent shall be Larry D. Havniear at 20585 North Brinson Blvd., Suite 3, Bend, OR 97701.

ARTICLE 2

MEMBERS AND INTERESTS

2.1 Names. The names and addresses of the original members of Havnip Investments, LLC, and their interests are as follows:

Larry D. Havniear 20585 North Brinson Blvd. Suite 3 Bend, OR 97701	50%
Lisa A. Havniear 20585 North Brinson Blvd. Suite 3 Bend, OR 97701	50%

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

2.2 Other Business of Members. Any member may engage independently or with others in other business and investment ventures of every nature and description and shall have no obligation to account to the LLC for such business or investments or for business or investment opportunities.

2.3 Additional Members. Additional members shall not be admitted except with the consent of all members.

2.4 Additional Contributions. Capital contributions shall be accepted from existing members from time-to-time only after the members unanimously approve of the additional capital contributions. If the members do so, all members shall have the opportunity (but not the obligation) to make such additional capital contributions on a pro rata basis in accordance with their ownership interests. If any member elects to make less than the member's pro rata share of any additional capital contributions, the others may contribute the difference on a pro rata basis in accordance with their ownership interests or on any other basis they may agree upon. After each additional contribution is made, if all members do not elect to make a contribution, the members' relative ownership interests shall be adjusted to reflect the ratio of each member's capital contributions to all capital contributions.

2.5 No Interest on Capital Contributions. No interest shall be paid on capital contributions.

2.6 Capital Accounts. An individual capital account shall be maintained for each member. Each member's capital account shall be (I) credited with all capital contributions by such member and the member's distributive share of all income and gain (including any income exempt from federal income tax); and (ii) charged with the amount of all distributions to such member and member's distributive share of losses and deductions. Capital accounts shall be maintained in accordance with federal income tax accounting principles as set forth in Treas. Reg. Section 1.704-1(b)(2)(iv) or any successor provision.

2.7 Transferability of Ownership Interest. Subject to the provisions of Section 8.2, a member's ownership interest in the LLC shall not be transferred without the unanimous consent of the members. The term "transfer" shall include any sale or assignment of a member's ownership interest in the LLC.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

ARTICLE 3

ORGANIZATION OF LLC

3.1 Nature of Business. The company may engage in any lawful business permitted by the acts or the laws of any jurisdiction in which the company is authorized to do business. Without limiting the generality of the foregoing, the company shall engage in the business of investment and management of real property.

3.2 Defects as to Formalities. A failure to observe any formalities or requirements of this Agreement, the Articles or the Oregon Revised Statutes relating to corporations and partnerships, shall not be grounds for imposing personal liability on the members or manager for liabilities of the company.

3.3 Title to property. All LLC Property shall be owned by the LLC as an entity and no member shall have any ownership interest in such Property in the member's individual name or right, and each member's interest in the LLC shall be personal property for all purposes.

3.4 Payments of Individual Obligations. The LLC's credit and assets shall be used solely for the benefit of the LLC, and no asset of the LLC shall be transferred or encumbered for or in payment of any individual obligation of any member unless otherwise provided for herein.

3.5 Authority to Act. Other than as specifically provided herein, no member shall have the power or authority to bind the LLC unless the member has been authorized to act on behalf of the LLC based upon a majority vote of the members.

3.6 Limitation of Liability. Each member's liability shall be limited as set forth in this Agreement and Oregon Laws relating to corporations. A member will not be personally liable, merely as a member, for any debts or losses of the company beyond the member's respective contributions and any obligation of the member to make the member's initial contribution or additional contribution, except as otherwise provided by law.

3.7 Indemnification. The LLC shall indemnify the members for all costs, losses, liabilities, and damages paid or accrued by such member, and advance expenses incurred by the member, in connection with the business of the LLC, to the fullest extent provided or allowed by the laws of Oregon except that this provision shall not eliminate or limit a member's liability for:

(a) Any breach of a member's duty of loyalty to the LLC or its members as described in this Agreement;

(b) Acts or omissions not in good faith which involve intentional misconduct or a knowing violation of law;

(c) Any unlawful distribution under the Act; or

(d) Any transaction from which the member derives an improper personal benefit.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

ARTICLE 4

MEMBER MEETINGS

4.1 Meetings. Notwithstanding any other provision of this agreement, if all of the members shall hold a meeting at any time and place, such meeting shall be valid without call or notice, and any action taken at such meetings shall be the action of the members. Otherwise, a meeting of members shall be held if members holding at least 50 percent of the ownership interests sign, date, and deliver to the LLC's principal office a written demand for the meeting, describing the purpose or purposes for which it is to be held. Meetings of members shall be held at the principal office of the LLC or any other place specified in the notice of meeting.

4.2 Notice of Meeting. Notice of the date, time and place of each members' meeting shall be given to each member not earlier than 60 days nor less than 10 days before the meeting date. The notice must include a description of the purpose(s) for which the meeting is called. The notice may be given personally or by mail. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the U.S. Mail, addressed to the member at the member's address as it appears on the books of the LLC, with postage thereon prepaid.

4.3 Quorum. The presence, in person or by proxy, of members holding at least 51 percent of the ownership interests shall constitute a quorum.

4.4 Proxies. A member may be represented at a meeting in person or by written proxy. A member may vote in person or by a proxy executed in writing by the member or by a duly authorized attorney-in-fact.

4.5 Waiver of Notice. When any notice is required to be given to any member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

4.6 Telephonic Meetings. With respect to a particular meeting or generally with respect to future meetings, the manager may permit any or all members to participate in the meeting by, or may permit the conduct of the meeting through, use of any means of communication by which all members participating may simultaneously hear each other. A member participating in such a meeting is deemed to be present in person at such meeting.

4.7 Voting. On each matter requiring action by the members, each member shall be entitled to vote the member's ownership interest. Except as otherwise stated in the articles of organization, this operating agreement, or applicable law, a matter submitted to a vote of the members shall be deemed approved if it receives the affirmative vote of a two-thirds majority of the ownership interests represented at the meeting.

4.8 Deadlock Procedure. In the event of a 50-50 deadlock on any issue requiring a majority vote, the issue shall be deemed to have failed. However, any member shall have the option of submitting the deadlocked issue to an arbitrator, who will have full authority to break the deadlock, taking into consideration what is in the best interest of the LLC, and whose decision shall be deemed final and binding as to the disputed issue. A member exercising the option shall inform all other members in writing of such exercise within seven (7) days of the initial vote on the disputed issue. Should the arbitrator be unable or unwilling to break the deadlock, then the disputed issue shall be deemed to have failed. If the members are unable to agree upon an arbitrator, the members agree to submit a request to the presiding judge of Deschutes County Circuit Court asking the presiding judge to appoint an arbitrator to resolve the deadlock pursuant to this section.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

ARTICLE 5

ACCOUNTING AND RECORDS

5.1 Books of Account. The LLC's books and records, a register showing the names, addresses, and ownership interests of the members, and this Operating Agreement shall be maintained by the LLC. Each member shall have access thereto at all reasonable times. The members shall keep books and records of the operation of the LLC which are appropriate and adequate for the LLC's business and for the carrying out of this agreement.

5.2 Fiscal Year. The fiscal year of the LLC shall be the calendar year.

5.3 Accounting Reports. Within 90 days after the close of each fiscal year, the LLC shall cause each member to receive an unaudited report of the activities of the LLC for the preceding fiscal year, including a copy of a balance sheet of the LLC as of the end of such year and a statement of income or loss for such year.

5.4 Tax Returns. The members shall cause all required federal and state income tax returns for the LLC to be prepared and timely filed with the appropriate authorities. Within 90 days after the end of each fiscal year, each member shall be furnished a statement suitable for use in the preparation of the member's income tax return, showing the amounts of any distributions, contributions, gains, losses, profits, or credits allocated to the member during such fiscal year.

5.5 Allocations of Income and Loss for Tax Purposes. All items of income, gain, loss, deduction, and credit shall be allocated among all members in proportion to their ownership interests.

5.6 Distributions to Pay Tax Liabilities. Within 90 days after the end of each fiscal year, the LLC shall make a distribution to each member in an amount not less than each member's federal and state tax obligation resulting from the member's ownership interest in the LLC. The LLC's obligation to make such a distribution is subject to any restrictions governing distributions under (I) the Oregon Limited Liability Company Act, (ii) any loan documents regarding LLC personal or real property, and (iii) any other federal or state law applicable to the LLC at the time such distribution is made.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

ARTICLE 6

MEMBER MANAGERS

6.1 Initial Manager. The LLC shall be managed jointly by members Lisa A. Havniear and Larry D. Havniear.

6.2 Term. Each manager shall hold office until the manager resigns, dies, or is removed, replaced or no longer qualifies as a manager.

6.3 Election. Except as otherwise provided herein, the managers shall be elected by the Members.

6.4 Resignation. Any manager may resign at any time by giving written notice to the Members. The resignation shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice.

6.5 Removal. All or any lesser number of the managers may be removed, with or without cause, by the members at a meeting called expressly for that purpose.

6.6 Action by Managers. The rights and powers of the managers shall be exercised by them in such manner as they may agree. In the absence of an agreement between the managers, the following shall apply:

(a) Meetings. Meetings of the managers for any purpose, unless otherwise prescribed by statute, may be called by any manager.

(b) Place of Meetings. The managers may designate any place as the location for any meeting of the managers.

(c) Notice of Meetings. Except as provided in Section 6.7(d) below, written notice stating the place, date and time of the meeting and purpose for which the meeting is called shall be delivered not less then 48 hours nor more than 30 days before the date of the meeting, either personally or by mail to each manager. If mailed, such notice shall be deemed delivered three calendar days after being deposited in the United States mail, addressed to the manager at the manager's address as it appears on the books of the company with postage prepaid.

(d) Meeting of all Managers. If all of the managers shall meet at any time and place and consent to the holding of the meeting at such time and place, such meeting shall be valid without call or notice.

(e) Quorum. At least two-thirds of the managers shall constitute a quorum at any meeting of the managers. No actions may be taken if less than a quorum is present.

(f) Manner of Acting. If a quorum is present, the act of a majority of the managers who are present shall be the act of the managers.

(g) Deadlock Procedure. In the event of a 50-50 deadlock between the managers, the deadlock procedures specified in Section 4.8 shall apply.

(h) Waiver of Notice. When any notice is required to be given to any manager, a waiver thereof in writing signed by the person entitled to such notice shall be equivalent to the giving of such notice.

6.7 Authority of the Managers. Subject to the limitations set forth by applicable law, the articles, and this agreement, the managers shall have the sole and exclusive right to manage the business of the LLC and shall have all the rights and powers which may be possessed by the managers pursuant to ORS 63.077 through ORS 63.165. The managers shall have the exclusive authority to make policy determinations on behalf of the LLC, comparable to the authority of the board of directors of a business corporation.

Without limiting the generality of the foregoing, subject to the restrictions set forth in Section 6.8, the managers shall have the following rights and powers (which the managers may exercise at the cost, expense, and risk of the LLC):

(a) To expend the funds of the LLC in furtherance of the LLC's business.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

(b) To perform all acts necessary to manage and operate the business including the hiring of any employees the managers deems necessary to operate the business.

(c) To execute, deliver, and perform on behalf of and in the name of the LLC any and all agreements and documents deemed necessary or desirable by the managers to carry out the business of the LLC, including any lease, deed, easement, bill of sale, mortgage, trust deed, security agreement, contract of sale, or other document conveying, leasing, or granting a security interest in the interest of the LLC in any of its assets, or any part thereof, whether held in the LLC's name, the name of the manager, or otherwise. No other signature or signatures shall be required.

(d) To borrow or raise money on behalf of the LLC in the LLC's name or in the name of the managers for the benefit of the LLC and, from time to time, to draw, make, accept, endorse, execute, and issue promissory notes, drafts, checks, and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure the payment thereof by mortgage, security agreement, pledge, or conveyance or assignment in trust of the whole or any part of the assets of the LLC, including contract rights.

6.8 Restrictions on Authority of Managers. Notwithstanding any other provision of this Agreement, without the prior written approval or consent of all members whose cumulative ownership is two-thirds or greater, the managers shall not have the sole authority:

(a) To amend The LLC's Articles of Organization or this Agreement;

(b) To dissolve the LLC;

(c) To sell or otherwise dispose of all or substantially all the assets of the LLC;

(d) To borrow funds in excess of $200,000;

(e) To merge the LLC with any other entity;

(f) To remove or elect any member; or

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

(g) To make any expenditure, other than for ordinary and necessary LLC or Property operations and taxes thereon, exceeding $5,000 per transaction.

6.9 Duties and Obligations of Managers. The managers shall be responsible for taking steps on behalf of the LLC to fulfill the purposes of the LLC. The managers shall be under a fiduciary duty to perform the duties of manager in good-faith, in a manner that the managers reasonably believe to be in the best interests of the LLC and its members, and with such care as an ordinarily prudent person in a like-position would use under similar circumstances.

6.10 Limitation on Liability of Managers. The managers shall not have any liability to the LLC or to any member for any loss suffered by the LLC or any member which arises out of any action or inaction of the managers if the managers, in good faith, determine that such course of conduct was in the best interest of the LLC and such course of conduct did not constitute gross negligence or misconduct of the managers.

6.11 Indemnification of Managers. The managers shall be indemnified by the LLC against any losses, judgments, liabilities, expenses, and amounts paid in settlement of any claims sustained against the LLC or against the managers in connection with the LLC, provided that the same were not the result of gross negligence or intentional misconduct on the part of the managers. The satisfaction of any indemnification and any saving harmless shall be from, and limited to, LLC assets, and the Members shall not have any personal liability on account thereof.

6.12 Reimbursements. The managers are entitled to reimbursement from the LLC for actual out-of-pocket expenses of the LLC reasonably incurred in connection with the LLC's business.

6.13 Insurance. At all times, the managers must obtain and keep in full force and effect a comprehensive public liability policy and a property damage policy in amounts, with companies, and on terms deemed to be reasonable by the managers. Each policy of insurance covering any LLC property or any portion of any LLC property must provide that the policy may not be canceled without at least ten (10) days written notice to the members.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

ARTICLE 7

CAPITAL AND DISTRIBUTIONS

7.1 Funding. The funding of the LLC shall be by agreement of the members. Initially, the members agreed to fund the LLC with those properties identified in Exhibit 1 attached hereto.

7.2 Salaries. Members shall not be entitled to receive a salary for services rendered to the LLC other than as employees of the LLC.

7.3 Distributions. Members shall share profits and losses of the LLC in the same percentages as their respective percentage of ownership of the LLC. In determining the net profits of the LLC for any accounting, the deductions from gross receipts of the LLC shall include: (a) disbursements made by or on behalf of the LLC for the usual and customary expenses of conducting the business; (b) taxes chargeable to the LLC as such and paid by it; (c) adequate reserves for taxes accrued or levied but not yet payable; (d) interest on all interest bearing loans of the LLC; (e) salaries paid to employees; (f) adequate reserves for depreciation of LLC property and for contingencies, including bad accounts; (g) proper allowance for all liabilities occurring; and (h) any and all other disbursements, incidental to the conduct of the business, made by the LLC during such accounting period, except payments to members on account of LLC profits.

7.4 Discretion on the Distribution of Profits. Other provisions notwith- standing, the earnings of the LLC shall be distributed at least annually except that all or some of the earnings

may be retained by the LLC and transferred to LLC Capital for the reasonable needs as determined at the sole discretion of the manager.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

ARTICLE 8

WITHDRAWAL AND DISSOLUTION

8.1 Withdrawal. Each member agrees not to withdraw from the LLC without the consent of all other members. A voluntary withdrawal in violation of this section shall be effective after (6) months' written notice delivered to the LLC's members, but shall constitute a breach of this operating agreement for which the LLC and other members shall have the remedies provided under applicable law. Each member agrees not to transfer all or any portion of such member's interest in the LLC without the consent of all other members. An attempted transfer in violation of this Section shall be void and shall not transfer any rights in the LLC to the transferee.

8.2 Right of First Refusal. Notwithstanding Section 8.1, a member may voluntarily transfer all or any part of the member's interest in the LLC by first offering the remaining members a right of first refusal as follows:

8.2.1 If a member desires to sell all of the member's interest to a third party, the selling member shall deliver a notice to the manager of the LLC stating: (a) the selling member's bona fide intention to sell his/her interest (which must be all of the interest of the member); (b) the terms and conditions of the offer, including the price and terms upon which the selling member would be willing to sell his/her interest; and (c) the name of any proposed purchaser. For sixty (60) days after the receipt by the manager of the selling member's notice, the LLC has the right, but not the obligation, to acquire all or any portion of the selling member's interest for the price and on the terms of purchase in the selling member's notice.

8.2.2 If the selling member receives notice of the LLC's intent to purchase all of the selling member's interest prior to the expiration of the sixty (60) day period, the LLC shall be bound to purchase and the selling member shall be bound to sell all of the selling member's interest for the price and on the terms set forth in the notice.

8.2.3 If the LLC does not elect to purchase all of the selling member's interest within the 60 day period, then the manager shall deliver written notice to the other members stating: (a) the selling member's intention to sell his/her interest (which must not be less than all of the selling member's interest which the LLC did not elect to purchase in accordance with Section 8.2.1); and (b) the terms and conditions of the offer, including the purchase price and terms of purchase (which price and terms shall be the same as those in the notice to the LLC). Within sixty (60) days after receipt of the notice from the manager (the "member election period"), each member may elect, by giving written notice to the selling member specifying the amount of the selling member's interest that the member is electing to purchase which the LLC did not elect to purchase for the price and on the terms of purchase in the notice. If the total amount of interest specified in the members' offer to purchase exceeds the total amount of the selling member's interest, and the remaining members cannot agree among themselves on the allocation of the interest among them, then the allocation will be proportional to the ownership interest of those members desiring to acquire the interest.

8.2.4 If the selling member receives purchase notices from the remaining members covering all of the interest which the LLC did not elect to purchase prior to expiration of the member election period, then the LLC and remaining members shall be bound to purchase the selling member's interest in accordance with their respective purchase notices and the selling member shall be bound to sell all of his/her interest. Closing of the sale of the selling member's interest shall occur as stated in the offer, provided however, that the closing will not be less than 45 days after expiration of the member election period.

8.2.5 If the remaining members do not elect to purchase all of the selling member's interest which the LLC did not elect to purchase within the member election period, then the selling member may sell all, but not less than all, of his/her interest (including any interest which the LLC and/or any remaining members may have elected to purchase) at a price not less than, and upon financing terms not more favorable than, the price and financing terms stated in the notices to the LLC and the remaining members to the specified proposed purchaser, provided that: (a) the purchaser shall execute a Supplemental Signature Page to this Operating Agreement pursuant to which the purchaser shall agree to receive and hold such interest subject to this Agreement; and (b) the purchase shall take place within 90 days following expiration of the member election period. If all of the interest is not sold prior to the expiration of the 90-day period, the selling member's interest shall again become subject to the restrictions on transfer contained herein.

8.2.6 Notwithstanding any provision herein to the contrary, the purchaser of the selling member's interest shall not become a member by reason of such transfer, but shall become a member only if and upon satisfaction of the applicable terms and provisions of this Agreement.

8.3 Events of Dissolution. Except as otherwise provided in this operating agreement, the LLC shall dissolve upon the earlier of:

(a) The time, if any, for dissolution specified in the articles of organization or this operating agreement;

(b) The death, incompetence, withdrawal, expulsion, bankruptcy, or dissolution of any member, unless the remaining member(s), within 120 days after the date of such event, unanimously elect to continue the business of the LLC;

(c) The sale, transfer, or other disposition of all or substantially all of the property of the LLC;

(d) Approval of dissolution by vote of the members; or

(e) Otherwise by operation of law.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

8.4 Effect of Death of a Member. In the event of the death of a member, the remaining members may within 120 days elect to:

(a) Continue the LLC and admit the deceased member's spouse, estate or other beneficiary as a member in place of the deceased member; or

(b) Continue the LLC among the surviving member(s) and purchase the interest of the deceased member pursuant to the provisions of the Operating Agreement.

The election shall be at the sole discretion of the surviving member(s) and shall require their unanimous consent. If the surviving member(s) do not so elect, the LLC shall be dissolved.

8.5 Liquidation Upon Dissolution and Winding Up. Upon the dissolution of the LLC, the members shall wind up the affairs of the LLC. A full account of the assets and liabilities of the LLC shall be taken. The assets shall be promptly liquidated and the proceeds thereof applied as required by the Oregon Limited Liability Company Act. With approval by vote of the members, the LLC may, in the process of winding up the LLC, elect to distribute certain property in kind.

8.6 Valuation of Member's Interest. Upon an election by the LLC to purchase the interest of a member due to death or withdrawal, the value of the effected member's interest shall be determined by multiplying the member's percentage ownership interest by the fair market value of all LLC assets. The fair market value of the LLC assets shall be determined by agreement between the remaining members (acting by vote) and the affected member or the affected member's personal representative. In the event agreement as to such value cannot be obtained, the LLC's assets shall be valued by a third-party appraiser acceptable to both the LLC and the affected member or the affected member's personal representative.

8.7 Payment for Member's Interest. The purchase price for a member's interest purchased pursuant to Section 8.6 shall be paid in 60 substantially equal, consecutive monthly payments, including principal and interest. Interest shall accrue at the prime rate in effect on the date of the event giving rise to the election to purchase as quoted by the Wall Street Journal or, if that publication becomes unavailable, another reputable source chosen by a vote of the members. The first payment shall be made not later than 90 days following such date. The LLC may prepay the remaining amount of the purchase price at any time. A member shall cease to be a member upon the LLC's election to purchase a member's interest due to withdrawal. During the period in which the LLC is making payments to the former member, the former member shall have no rights as a member in the LLC.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

ARTICLE 9

INDEMNIFICATION

The LLC shall indemnify each of its members to the fullest extent permissible under Oregon law, as the same exists or may hereafter be amended, against all liability, loss and costs (including, without limitation, attorney fees) incurred or suffered by such person by reason of or arising from the fact that such person is or was a member of the LLC, or is or was serving at the request of the LLC as a director, officer, partner, trustee, employee, or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. This indemnification provision shall not be exclusive as to any other indemnification rights a person may be entitled under statute or agreement.

ARTICLE 10

AMENDMENTS

The members may amend or repeal the provisions of this operating agreement by the affirmative vote of not less than 51 percent of the ownership interests present and voting at a meeting of members called for that purpose. This operating agreement may not be amended or repealed by oral agreement of the members.

ARTICLE 11

MISCELLANEOUS

11.1 Governing Law. This operating agreement shall be governed by Oregon Law.

11.2 Headings. Headings in this operating agreement are for convenience only and shall not affect its meaning.

11.3 Severability. The invalidity or unenforceability of any provision of this operating agreement shall not affect the validity or enforceability of the remaining provisions.

11.4 Third Party Beneficiaries. The provisions of this Operating Agreement are intended solely for the benefit of the members and shall create no rights or obligations enforceable by any third party, including creditors of the LLC, except as otherwise provided by applicable law.

11.5 Execution of Additional Instruments. Each member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney, and other instruments necessary to comply with any laws, rules or regulations or the intent of this operating agreement.

11.6 Attorney Fees. In the event a controversy arises out of this agreement or the parties relationships cannot be settled, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such proceeding. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party shall be decided by the court in which such matter is tried, heard, or decided. Any such controversy may be submitted to Arbitration in accordance with the rules of the American Arbitration Association if all parties consent to Arbitrate the dispute.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

IT IS SO ADOPTED.

Lisa A. Havniear, Member Manager — Dated: 6/6/08

Larry D. Havniear, Member Manager — Dated: 6-6-08

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Leslie Clark
Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

T 10544 MP 113

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Short-Term Lease of Existing Water Rights for Instream Use, Certificate 76358, Crook and Deschutes County	))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating short-term instream lease applications.

Lessor
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes River Conservancy (DRC)
PO Box 1560
Bend, OR 97709
ghubert@deschutesrc.org

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Findings of Fact

1. On June 26, 2006, COID and the DRC filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number L-765.

2. Interest in a portion of the water right to be leased instream has been quit claimed from the original land owners. The lease application form identifies COID as the interest holder in the water right. Individual quit claim deeds, along with supporting documentation, submitted with the application and on July 18 and 20, 2006, identify that interest in the portion of the right to be leased is held by COID. The Department has determined that COID is an interest holder in the right and is authorized to lease the water rights instream.

3. The right to be leased is as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 15.3 acres from Point of Diversion (POD) #1 and 35.41 acres from POD #11
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

T 10544
MP 113

Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

POD #1

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.19 CFS	0.26 CFS	0.34 CFS	
December 2, 1907			0.14 CFS	
Totals	0.19 CFS	0.26 CFS	0.47 CFS	151.62

POD #2

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.44 CFS	0.59 CFS	0.78 CFS	
December 2, 1907			0.31 CFS	
Totals	0.44 CFS	0.59 CFS	1.09 CFS	350.91

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.

Source: Deschutes River, tributary to the Columbia River

Place of Use:

Twp	Rng	Mer	Sec	Q-Q	POD	Tax Lot	Acres
14 S	13 E	WM	21	SE NW	11	700	1.7
14 S	13 E	WM	34	NE SE	11	2008	8.0
15 S	13 E	WM	8	SE SW	11	1100	3.0
15 S	13 E	WM	8	SW SE	11	2200	4.5
15 S	13 E	WM	9	NW NW	11	205	2.0
15 S	13 E	WM	9	NE SE	11	800	2.4
15 S	13 E	WM	10	NE NW	11	102	3.73
15 S	13 E	WM	10	SW NW	11	500	5.4
15 S	13 E	WM	20	SW NE	11	3700	0.38
15 S	13 E	WM	20	NE SW	11	6400	0.7
15 S	13 E	WM	30	NW NW	11	905	3.6
15 S	14 E	WM	26	NE NW	1	401	2.7
17 S	12 E	WM	34	SW SE	1	1800	1.4
17 S	12 E	WM	34	SW SE	1	1900	1.5
17 S	12 E	WM	35	SW SW	1	1100	1.5
18 S	12 E	WM	3	NE NE	1	1500	1.5
18 S	12 E	WM	3	SE SE	1	3700	1.0
18 S	12 E	WM	7	SW NE	1	800	0.7
18 S	12 E	WM	7	SW NE	1	801	1.2
18 S	12 E	WM	7	SE NE	1	800	1.4
18 S	12 E	WM	7	SE NW	1	801	0.2
18 S	12 E	WM	7	NW SE	1	800	0.2
18 S	12 E	WM	8	NW NW	1	711	2.0

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
18 S	11 E	WM	13	SW NE	Central Oregon Canal POD #1 – 1520 feet South & 1535 feet West from the NE corner of Section 13
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

T 10544

MP-113

4. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

5. The instream use is as follows:
Deschutes River tributary to the Columbia River

Instream Reach #1: From POD #1 to POD #11 (both as described in Finding of Fact #3)

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.105 Season 2: 0.140 Season 3: 0.260	83.39	April 1 – Oct. 26

Instream Reach #2: From POD #11 to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.349 Season 2: 0.465 Season 3: 0.861	276.39	April 1 – Oct. 26

6. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

The total volume protected instream shall not exceed 276.39 AF.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

9. The lease will terminate on October 31, 2006.

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease agreement conforms to the applicable provisions of OAR 690-077-0015.

T 10544 MP 113

ORDER

Therefore, it is ORDERED:

1. That the Short-Term Lease as described herein is APPROVED.

2. The former place of use shall no longer receive water as part of these rights during the term of the lease.

3. The lease shall terminate on October 31, 2006.

Dated at Salem, Oregon this 6th day of September 2006.

for Phillip C. Ward, Director

Mailing date: SEP 1 1 2006

T 10544 MP 113

Water transaction completed during escrow (just prior to land sale).

Escrow docs attached in lieu of property report

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

(1)

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-15589
$41.00
00444139200600155890030037
03/07/2006 11:55:08 AM
D-D Cnt=1 Stn=4 TRACY
$15.00 $11.00 $10.00 $5.00

QUITCLAIM DEED

SFER OF INTEREST IN A WATER RIGHT

Grantor, Duane Whipple and Kristeen M. Whipple, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 3.77 acres of COID water rights that are appurtenant to the lands listed in Exhibit A, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-05 SW SE 1103, and more particularly described as in Exhibit A, attached, and incorporated by this reference.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 3.77 acres of water rights incurred.

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

Consideration for this Quitclaim: $4,524.00

Grantor:

Duane Whipple _____ Date 3/6/06

Kristeen M. Whipple _____ Date 3/6/06

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on March 6, 2006 by Duane Whipple.

OFFICIAL SEAL
KATHIE L MORRIS
NOTARY PUBLIC - OREGON
COMMISSION NO. 355106
MY COMMISSION EXPIRES APRIL 1, 2006

Notary Public

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

T 10544 MP 113

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on March 6, 2006 by Kristeen M. Whipple.

Kathie L Morris
Notary Public

OFFICIAL SEAL
KATHIE L MORRIS
NOTARY PUBLIC - OREGON
COMMISSION NO. 355106
MY COMMISSION EXPIRES APRIL 1, 2006

Grantee:

Date March 1, 2006

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on March 1, 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

Leslie Clark
Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

© Central Oregon Irrigation District 2006

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Exhibit "A"

A parcel of land situate in and being the North One-Half of the Northwest One-Quarter of the Southwest One-Quarter of the Southeast One-Quarter (N1/2 NW1/4 SW1/4 SE1/4) of Section Five(5), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at a one inch pin at the South quarter corner of said Section 5, the initial point; thence North 00° 40' 32" East along the Westerly line of said SE1/4, 992.41 feet to a one-half inch pipe, and the TRUE POINT OF BEGINNING; thence North 00° 40' 32" East along said line of the SE1/4, 330.80 feet to a three-quarter inch pipe at the Northwest corner of said SW1/4 SE1/4; thence South 89° 58' 03" East along the Northerly line of said SW1/4 SE1/4, 659.68 feet to a one-half inch pipe; thence South 00° 41' 11" West, along the Easterly line of said NW1/4 SW1/4 SE1/4, 330.60 feet to a one-half inch pipe; thence North 89° 59' 08" West along the Southerly line of said N1/2 NW1/4 SW1/4 SE1/4, 659.62 feet to the point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756
(541) 548-8388

ESCROW INSTRUCTIONS

March 1, 2006

First American Title Co.
Attn: Kathy Morris

RE: Duane & Kristeen Whipple
15-13-05 SW SE 1103

Kathy,

It is my understanding that you are the Escrow Officer completing the escrow on the above-noted property. This property has 3.77 acres of appurtenant water right that the property owners, Duane & Kristeen Whipple have agreed to sell to Central Oregon Irrigation District. I am required by our Board of Directors to obtain consent to remove these water rights from any lien holders reported to us or show evidence that the debts have been satisfied. In viewing the Deschutes Co. Clerk records, I noted 3 Deeds of Trust:

1. #2003-03558 Modification of Mortgage held by Columbia River Bank
2. #2002-20325 Deed of Trust Columbia River Bank
3. #2004-10383 Deed of Trust RBC Mortgage Co.

Through these instructions, I am asking First American Title Co. to notify the District when these debts have been paid in full. As part of your closing, please have Duane & Kristeen sign the attached Quitclaim Deed, granting the 3.77 acres of water right to the District. Please record this Deed on behalf of the District before the sale of the land is recorded. The District will issue a check for payment for the water right upon notification that the Quitclaim Deed has been signed.

Please contact me before the close of escrow if you have any questions. I appreciate your assistance.

Sincerely,

Leslie Clark
Water Transfer Specialist

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

First American

First American Title Insurance Company of Oregon
PO Box 1195, Redmond, OR 97756

Redmond, OR 97756
Phn • (541)923-3014
Fax • (541)548-2816

2004 OREGON BUSINESS 100 BEST COMPANIES TO WORK FOR

FAX COVER SHEET

DATE: 3/8/06 **FILE NO.:**

TO: COID **FAX NO.:** 548-0243

ATTN: Leslie

Re: Whipple

FROM: Sandi Stewart for Kathie Morris **PAGES** (including cover sheet) 3

SUBJECT and/or COMMENTS:

Here is the payoff statement and copy of the wire transfer sent yesterday to pay off the loan. Please call Kathie if you have any questions.

Thank you.

Thank You For Your Business! We Know You Have A Choice.

IMPORTANT NOTICE:
Should any of these papers require an **ORIGINAL SIGNATURE** and your fax machine produces the facsimile on thermal paper, please **PHOTOCOPY** then sign the photocopy. We will "not" accept an Original Signature on THERMAL fax paper. Thank you for your cooperation in this matter.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

IF TRANSMISSION OF ALL PAGES IS NOT COMPLETE OR IF AN ORIGINAL IS NEEDED, PLEASE CONTACT THE SENDER.

T 10544 MP 113

Chase Home Finance LLC

February 25, 2006

Loan Number 30-1925222360-468

REQUESTOR:

ATTN: MICHELLE OSTGARDEN
FIRST AMERICAN TITLE
5419233014
FAX 5415482816

BORROWER NAME AND PROPERTY ADDRESS:

KRISTEEN M WHIPPLE
DUANE L WHIPPLE
1900 NORTHWEST WAY
REDMOND OR 97756

BREAKDOWN OF AMOUNT OWED

PRINCIPAL BALANCE	$ 107,825.84	RECORDING FEE	31.00
INTEREST FROM 02/01/2006 TO 03/03/2006	574.58		
TOTAL AMOUNT SECURED BY THE MORTGAGE 03/03/2006		$	108,431.42
		FACSIMILE FEE	20.00
TOTAL AMOUNT OWED INCLUDING SERVICE FEES		$	108,451.42
INTEREST RATE	6.00000%		
PER DIEM	$ 17.72		

Chase Home Finance LLC ("CHF") will issue and mail the annual tax & interest statement (substitute form 1098) record at the end of the calendar year. IF THE PROPERTY IS SOLD, PLEASE PROVIDE THE SELLERS FORWARDING ADDRESS.

FORWARDING ADDRESS:_____

The above figures are subject to final verification upon receipt of the payoff remittance by CHF. Except where prohibited, CHF reserves the right to adjust the above figures and refuse any funds which are insufficient to pay the Total Amount Secured by the Mortgage for any reason including but not limited to error in calculation of the Total Amount Secured by the Mortgage, previously dishonored check or money order, stop payment of checks or ACH payments or additional disbursement made by CHF between the date of this payoff statement and the receipt of funds. The Total Amount Secured by the Mortgage, pursuant to this statement, is further conditioned upon:

1. If the payoff remittance is insufficient to pay the Total Amount Secured by the Mortgage, we will withdraw funds from the borrower(s) escrow account, if available, to complete such payoff. If sufficient funds are not in the escrow to complete such payoff, the check will be returned with a new quotation. Insufficient payoff funds remitted via wire transfer will be returned and a new quote will need to be ordered.

2. All checks which have been tendered to CHF in satisfaction of monthly payments must have cleared the borrower's bank. DO NOT PLACE A "STOP PAYMENT" ON CHECKS previously mailed to CHF or cancel ACH debits by CHF prior to prepayment in full. A late charge fee will be assessed at the close of business on the 16th day of the month if the current payment is not received, and such late charge should be added to the Total Amount Secured by the Mortgage, if payment is received by CHF after the 16th. You may call 1-800-848-9136 Payoff Wire Account to ascertain the late charge amount.

3. Disbursements of all escrowed items (e.g. hazard, flood and PMI insurance, taxes, etc.) WILL BE PAID FROM ESCROW AS NORMALLY SCHEDULED (up to the date payoff funds are received). It is the responsibility of the borrower(s) and their closing agent (if applicable) to obtain a refund should a double payment of taxes or insurance occur. If you require confirmation of any recent escrow disbursements, please call 1-800-848-9136. Any remaining escrow balance or overpayment will be mailed directly to the borrower(s) within thirty (30) business days after processing of the funds required to pay the Total Amount Secured by the Mortgage. WE WILL NOT ACCEPT OR PROCESS ESCROW ASSIGNMENTS.

4. Payoff funds should be remitted via wire transfer to: NOTE: FUNDS THAT CANNOT BE IDENTIFIED WILL BE RETURNED.

JPMorgan [redacted], N.A.
ACCOUNT [redacted]
ABA ROUTING NUMBER 021000021
ACCOUNT NAME: Chase Home Finance LLC Payoff Wire Account
WIRE DESCRIPTION MUST INCLUDE CHASE HOME FINANCE LLC LOAN NUMBER, CUSTOMER NAME, PROPERTY ADDRESS, AND AGENT'S CONTACT INFORMATION
ATTN: PAYOFF PROCESSING

If you are not remitting funds via wire transfer, payoff funds must be in the form of a CASHIER'S CHECK or OFFICIAL BANK CHECK payable and forwarded to:

CHASE HOME FINANCE LLC
ATTN: DEPARTMENT PP-7456
3415 VISION DRIVE
COLUMBUS, OH 43219

For correct identification and posting, THE CHASE HOME FINANCE LLC LOAN NUMBER MUST BE PROVIDED ON THE PAYOFF CHECK.

5. If a recording fee is not included in the Total Amount Secured by the Mortgage, the mortgage/release documents will be returned to the borrower(s) or borrower(s) agent for satisfaction, and any charges for recording the release of lien will be the responsibility of the borrower(s) unless otherwise required by applicable law. Please provide a forwarding address for the borrower(s), when applicable, and the name, address and telephone number of the payer, if different from the borrower(s).

6. You understand and agree that if CHF receives and processes a payoff and subsequently is requested to return such payoff funds, due to loan rescission or for any other reason, unless prohibited by law, CHF will deduct a re-load fee of $1,000 from the payoff funds that are returned to compensate CHF for its time and costs incurred in re-loading such loan onto its system.

7. NOTICE TO ACH CUSTOMERS: CHF requires written notice at least five (5) business days prior to payoff if you wish to cancel automatic debit arrangements. Otherwise, the autocharge will remain in effect.

8. If you are paying off your loan as a result of the recent hurricanes, please contact Customer Care to see if Chase can offer you assistance.

OLTRS

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Wire Transfer Order

Number: 1598

First American Title Insurance Company of Oregon

File No.:	7062-664659	Issued By:	Sandi Stewart
PR:	NWEST - Northwest	Issued Date/Time:	03/07/2006 09:29:11 AM
Office:	7062 - 7062 - Deschutes County - Redmond - Escrow (BUID 984) (984)	Transmission Date/Time:	
Officer:	Kathie Morris	Amount:	$108,522.30

ORIGINATOR

Account Number	Bank Name
[redacted]	Bank of the Cascades -

Information
664659

RECEIVING BANK

ABA Number	Bank Name
[redacted]	JPMorgan Chase Bank

Bank Address
Payoff Wire Acct

BENEFICIARY

Account Number	Beneficiary Name
[redacted]	Chase Home Finance LLC

Beneficiary Address
3415 Vision Drive;Columbus, OH 43219-6009

Additional Information
Attn: Payoff Processing, Loan # 30-1925222340-46B, Kristeen Whipple, 1900 NW Way, Redmond, OR, First American Title, 541-382-4201

Advice

CUSTOMER AUTHORIZATION

Signature _____ Signature _____

Printed Name and Title _____ Printed Name and Title _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

BANK USE ONLY

Fund Held/Credit	Credit Code	CALLBACK
Available Funds		Name Time Initials

Fees
☐ Analysis ☐ Charge To Account
☐ Waived ☐ Included in Check
☐ Other

Method of Payment
☐ Debit Account Number ☐ Check Received
☐ Incoming Wire ☐ Other

SPECIAL INSTRUCTIONS/NOTES

T 10544 MP 113

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2004-17107

$35.00

03/31/2004 09:26:14 AM
M-RST Cnt=2 Stn=1 BECKEY
$5.00 $5.00 $11.00 $10.00 $5.00

AFTER RECORDING MAIL TO:

UPF INCORPORATED
Ref #8125-60024
2017 W. NORTHWEST BLVD.
SPOKANE, WA 99205

APPOINTMENT OF SUCCESSOR TRUSTEE

Pursuant to ORS 86.790(3), the present beneficiary hereby appoints PETER C. McCORD, an Oregon attorney, as Successor Trustee of the Trust Deed executed by Duane Whipple and Kristeen M Whipple, as Trustor(s) on 4/4/2002, to Western Title & Escrow, as Trustee, recorded in the office of the Deschutes County Recorder, State of Oregon on 4/12/2002 in Book N/A at Page N/A under Recording No. 2002-20325, and covers the real property situate in Deschutes County, Oregon;

Said Successor Trustee to have all the powers of the original Trustee, effective herewith. Further, the obligation secured by such Deed of Trust having been fully paid and performed, the undersigned hereby requests that PETER C. McCORD, as Successor Trustee of said Deed of Trust, reconvey, without warranty, to the parties designated by the terms of same all the estate held thereunder.

COLUMBIA RIVER BANK MORTGAGE GROUP

DATED: 03/10/2004

BY: _____
Jennifer Ringbauer

STATE OF OREGON, County of Wasco:

On 3/10/2004 before me, the undersigned Notary Public, personally appeared Jennifer Ringbauer personally known to me or proved to me on the basis of satisfactory evidence) to be the person(s) whose Name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____

OFFICIAL SEAL
THERESA CRUZ
NOTARY PUBLIC-OREGON
COMMISSION NO. 370935
MY COMMISSION EXPIRES JULY 27, 2007

NOTARY PUBLIC In and for the State of Oregon
My commission expires: 7-27-07

DEED OF RECONVEYANCE

PETER C. McCORD, an Oregon attorney, having received from Beneficiary the appointment as Successor Trustee and the Request for Full Reconveyance reciting that the obligation secured by the hereinabove referenced trust deed has been fully paid and performed, does hereby grant, bargain, sell and convey, but without any covenant or warranty, express or implied, to the person or persons legally entitled thereto, all the estate held by the undersigned in and to the property described in the above-referenced trust deed, except as has been previously conveyed to such person or persons.

_____
PETER C. McCORD, Successor Trustee

STATE OF OREGON, COUNTY OF MULTNOMAH:

March 29, 2004. Personally appeared the above-named PETER C. McCORD and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: _____
Notary Public for Oregon

OFFICIAL SEAL
LUCILLE E. BACKNER
NOTARY PUBLIC-OREGON
COMMISSION NO. 352174
MY COMMISSION EXPIRES NOVEMBER 26, 2005

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Date January 9, 2003

12-063702

RECORDED BY WESTERN TITLE AS AN ACCOMMODATION ONLY. NO LIABILITY ACCEPTED FOR CONDITION OF TITLE OR VALIDITY, SUFFICIENCY, OR AFFECT OF DOCUMENT.

4002203242
Number/FHA/VA/Case No.

Duane & Kristeen M. Whipple
Mortgagor (or Trustor)

1900 Northwest Way, Redmond, OR 97756
Property Address

Fannie Mae

Modification of Mortgage

To: Federal National Mortgage Association
or Government National Mortgage Association

The Trustor or Mortgagor identified above (hereinafter referred to as the "Mortgagor")

Does hereby apply for a Modification of the payment provisions of the ("Modification" or "Extension")

above-numbered account covering an indebtedness owing from the Mortgagor to

Federal National Mortgage Association (hereinafter referred to as the ("Mortgagee"), evidenced by a note (or bond) and secured by a real property mortgage (or trust deed) (said note or bond and real property mortgage or trust deed are hereinafter referred to as the "Mortgage") and the Mortgagor represents and agrees as follows:

(1) Mortgagor is now the owner and holder of the real property encumbered by said Mortgage, recorded in the public records in the County of Deschutes

State of Oregon , in book,

Page , or document or file number 2002-20325.

(2) Under the terms of said Mortgagor, there remains unpaid as of the first day of the Month in which this Agreement is made, the sum of $ 99,203.11 for principal,

$ N/A for interest thereon, $ N/A , for advances made by the Mortgagee thereunder, and $ N/A for interest on such advances, aggregating

The total sum of $ 99,203.11 for which the amount the Mortgagor is

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Water Right Transfer Supplemental Form C
INSTREAM WATER RIGHT TRANSFER

☑ **Permanent Instream Transfer** *or* ☐ **Time-Limited Instream Transfer**

Please contact the Department with any questions on filling out this form. Attach additional pages, if necessary.

1. Identify the public use for which the instream right is requested ***(check one)*****.**

☑ Conservation, maintenance and enhancement of aquatic and fish life, wildlife, fish and wildlife habitat and other ecological values.

☑ Recreation

☐ Navigation

☑ Pollution Abatement

2. Instream use proposed to be created by the instream transfer:

Originating Water Right Number *(as identified in the transfer application)*	Priority Date	Source	Proposed Instream Period	Rate (cfs)*	Volume (ac-ft)**
C-83571	10-31-1900	Deschutes R. Reach #1	4-1 → 10-26	2.02	648.55
		Reach #2	4-1 → 10-26	0.10	39.85
			Total Volume:		See Exh. B & C

* *To calculate rate (if other than the rate allowed by the right), divide the volume by the number of days in the period and then divide by 1.983471; or*

** *To calculate volume, multiply the rate by the number of days in the period and then multiply by 1.983471.*

The quantity allocated during any period may not exceed the quantity that may be used under the existing right during that period. The total volume of water for the year may not exceed the total volume of water that may be used during the year under the existing right.

Additional information: Reach #2 corresponds w/ 22.14 ac for which there is no mitigation (1.8 AF/acre).

3. Identify the location of the proposed instream water right.

☐ Water is requested to be protected at a point.

Location (*i.e. the point of diversion (POD), or if the water right has more than one POD or if a POD is not described on the water right, please provide the legal description*): _____

_____

☑ Water is requested to be protected within a reach.

Location of proposed reach (*if an instream water right reach is requested, identify the upstream and downstream extent of the reach*): See Exhibits B & C

_____

4. Recommendations for conditions on the instream use to avoid taking away or impairing existing water rights.

☑ None

☐ Other (*such conditions may include, but are not limited to, reductions in the instream flow levels in cfs per month or total ac-ft, the effective reach(es) or lake levels of the instream flow, measuring locations and the strategy for monitoring the instream flow or lake levels*): _____

_____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

5. **Are there any existing instream water rights at the same point or within the same requested reach(es) or lake, or on a portion thereof:**

☐ No ☑ Yes (identify other instream water rights): _____

OWRD maintains a current list of instream water rights.

New instream water rights generally (but not always) are additive to instream water rights established under ORS 537.348 (instream transfer application process) and ORS 537.470 (allocation of conserved water) and replace a portion of instream water rights established under ORS 537.341 (state agency application process) or ORS 537.346 (conversion of minimum perennial streamflows) with an earlier priority date.

Is it your intent to have the proposed instream water right transfer be additive to any instream water right established under ORS 537.348 and ORS 537.470 and replace a portion of any instream water right established under ORS 537.341 and ORS 537.346 with an earlier priority date?

☑ Yes ☐ No. If no, please explain your intent below.

_____

_____

If the proposed conversion would add to the amounts of an existing instream water right(s) established under ORS 537.341 or 537.346, provide documentation demonstrating why additional instream flows are necessary. *Supporting documentation should include information from the Dept. of Fish and Wildlife (ODFW) (fish life), Dept. of Environmental Quality (DEQ) (pollution abatement), and/or Parks and Recreation Dept. (recreation).*

6. **Is the requested instream flow intended to exceed the estimated average natural flow or level occurring from the drainage system?**

☑ No; *or*

☐ Yes *(Provide supporting documentation that demonstrates why additional flows are significant for the public use requested.)*; *or*

☐ Yes, and it is presumed that flows that exceed the estimated average natural flow or natural lake levels are significant because:

- ☐ The requested flow does not exceed the maximum amount of any instream water right application applied for under ORS 537.341 (state agency instream water right application process) for the same reach or portion thereof, and the requested public use is for the same public use as the aforementioned instream water right application; ***and***
- ☐ For the specified time period that flows are requested to exceed the estimated average natural flow or lake level, the stream is in an ODFW flow restoration priority watershed *(A copy of the priority watershed map indicating the specific watershed involved should be included with the application. Priority watershed maps may be found on the OWRD web page)*; ***or***
- ☐ The stream is listed as water quality limited and DEQ has provided scientific information that demonstrates that increased flows would improve water quality. *(The scientific information provided by DEQ should be included with the transfer application.)*

7. **For a time-limited instream transfer, please answer the following:**

☐ The time-limited instream transfer is for a specific number of years:
Begin Year _____ to End Year _____

☐ The time-limited instream transfer is to terminate based upon other conditions:
Conditions: _____

_____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

Exhibit A

Place of Use info, Delivery Systems & Purpose (Mitigation or Restoration)

Name	Location(s)					Acres	Delivery System	Purpose	
	T	S	R	QQ	T/L			Restoration	Mitigation
Cental Oregon Canal (COC) POD #1									
Pilot Butte Canal (PBC) POD#11									
Horton,Heyne,Fitzsimons	15	13	5	NWSW	901	30.20	C-9-4 & 5		30.20
Arrowood Development	15	13	30	NWSE	600	7.55	B-0-3		7.55
Arrowood Development	15	13	17	NWNW	1302	6.70	C-5-5		6.70
Arrowood Development	15	13	17	NWNW	1304	2.00	C-5-5	2.00	
Arrowood Development	15	13	17	NWNW	1306	1.00	C-5-5		1.00
Arrowood Development	15	13	17	NWNW	1307	4.00	C-5-5		4.00
Arrowood Development	15	13	17	NWNW	1308	1.00	C-5-5		1.00
Pahlisch Homes	15	13	8	SESW	100	16.62	C-16-1		16.62
George Arthur	15	13	20	NWNW	201	4.40	C-5-1		4.40
Pat C Dean	15	13	10	SWNW	500	5.40	PBC-26		5.40
Gene Hoskin et al	14	13	34	NESE	2008	8.00	G-3	8.00	
Havnip Investments	15	13	8	SWSE	2200	4.50	C-18		4.50
Duane Whipple	15	13	5	SWSE	1103	3.77	C-8-7		3.77
Prescott Rice	15	13	9	NWNW	205	2.00	C-6-13	2.00	
Hayden H. Watson	15	13	4	NENE	600	5.00	D-8	5.00	
Lorraine Hendricks	15	13	18	SWSE	2802	4.00	B-5-5	4.00	
Alterra Invest. LLC	15	13	8	SESW	1100	3.00	C-16-1		3.00
A & M Ventures	15	13	9	NESE	800	2.40	D-2-1		2.40
Michael Chilcott	15	13	20	NWSE	4900	0.18	C-2-2		0.18
Samuel E. Blackwell Jr	15	13	21	SWNW	200	0.25	PBC-21-1		0.25
Samuel E. Blackwell Jr	15	13	21	SWNW	300	0.25	PBC-21-1		0.25
David Noah	14	13	16	SESW	1101	0.24	H-4-4	0.24	
Richard Scorza	15	13	30	NWSE	701	0.50	PBC-15		0.50
Charles Garner	15	13	8	SWSW	802	0.90	C-5-8	0.90	
WASABI WASABI LLC	15	13	4	SENE	302	4.50	C-8-2		4.50
Suzanna Clarke	15	13	20	SESE	300	0.63	PBC-18		0.63
						118.99		**22.14**	**96.85**

T 10544

MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

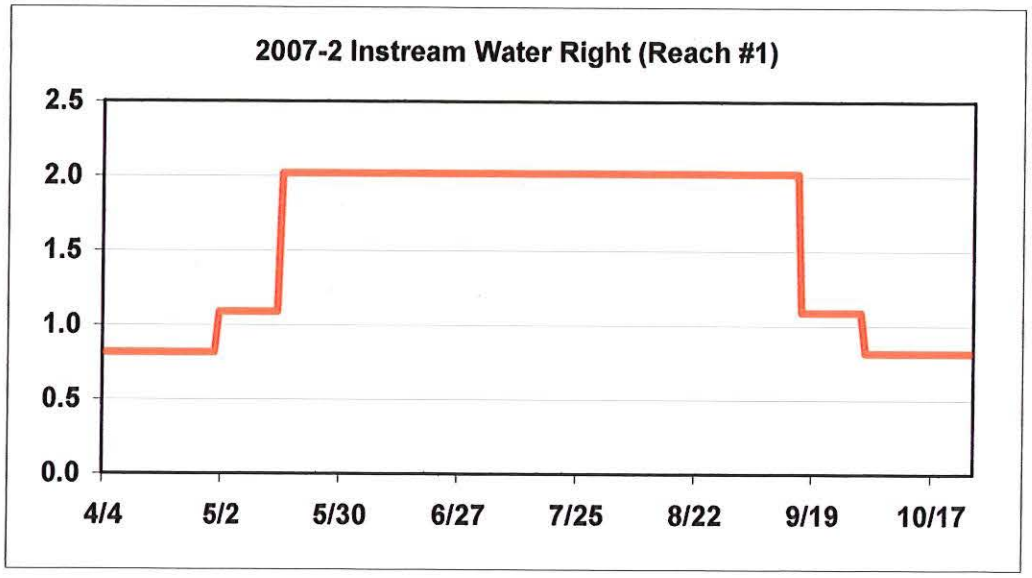
Exhibit B - Reach #1
From: North Canal Dam (POD#11) to Lake Billy Chinook (RM 120)

Instream Water Right
COWBank Allocation: 2007-2

Instream Rates	
Season 1	0.818 CFS
Season 2	1.091 CFS
Season 3	2.020 CFS

Instream Duty	648.55 Acre-Feet
Season	206 Days
Priority Date	1900

Seasons are as follows:	
Season 1	4-1 through 5-1 & 10-1 through 10-26
Season 2	5-1 through 5-15 & 9-15 through 10-1
Season 3	5-15 though 9-15



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

MP 113

T 10544

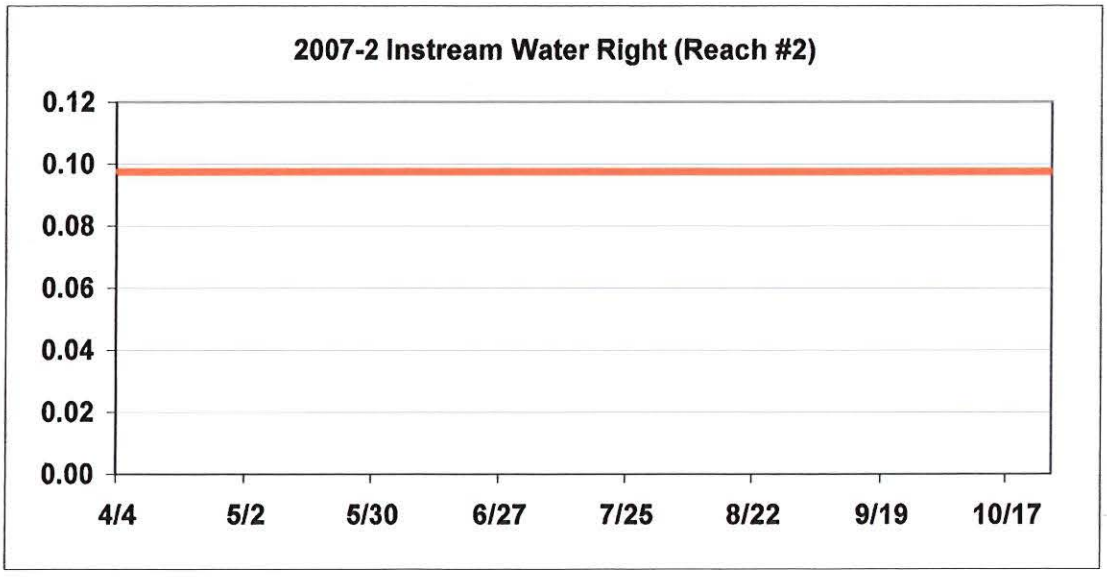
Exhibit C - Reach #2
From: Lake Billy Chinook (RM 120) to the Mouth (RM 0)

Instream Water Right
COWBank Allocation: 2007-2

Instream Rates	1900
Season 1	0.10 CFS
Season 2	0.10 CFS
Season 3	0.10 CFS

Instream Duty	39.85 Acre-Feet
Season	206 Days
Priority Date	1900

Seasons are as follows:	
Season 1	4-1 through 5-1 & 10-1 through 10-26
Season 2	5-1 through 5-15 & 9-15 through 10-1
Season 3	5-15 though 9-15



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Exhibit D

Cancellation of supplemental water right (IS) 2007-2

Modification of this supplemental water right reduces by 118.99 acres the number of acres to which stored water may be applied for supplemental irrigation under the right evidenced by Certificate 76714; however, the maximum quantity of stored water that can be diverted for use under the right remains unchanged.

T 10544 MP113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

OREGON

Water Resources Department

Central Oregon Irrigation District
Calculator for Certificate 83571

Revised: 12/06/2007

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

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

Enter Total Number of Acres Involved from POD #11 (North Canal, also known as PB Canal) 118.99

Calculate

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

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

POD #11	October 31, 1900	December 2, 1907	Combined
Season 1 Rate (CFS)	1.484		
Season 2 Rate (CFS)	1.978		
Season 3 Rate (CFS)	2.616	1.048	3.664
Duty (AF)			1,176.27

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

From POD #11 to Lake Billy Chinook	
Season 1 Rate (CFS)	0.818
Season 2 Rate (CFS)	1.091
Season 3 Rate (CFS)	2.020
Maximum Volume (AF)	648.55

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

QC	Cty. File #	Grantor Last	Acres	T/L	POU	Current Owner	QC				WR Map			Proof of Use				
							QC	Sign. Auth	Warranty	Report	Map	Waiver	Cert. Pg. #	Rem WR?	Affadavit	Aerial	Year	Lease	Year
1	2007-57912	Horton,Heyne,Fitzsimons	30.2			COID	Y	NA	Y	Y					Y	Y	2005		
1		Arrowood Development	7.55			COID	Y		Y	Y					Y			L-640	2005
1		Arrowood Development	14.7			COID	Y		Y	Y					Y	Y	2005	L-763	2006
1	2004-40667	Elk Horn Development	16.62			COID	Y	Y	Y	Y					Y			L-807	2007
1	2005-43218	George Arthur	4.4			COID	Y	NA	Y	Y					Y	Y	2004	L-807	2007
1	2006-11231	Pat C Dean	5.4			COID	Y	NA	Y	Y					Y	Y	2004	L-765	2006
1	2006-12426	Gene Hoskin et al	8			COID	Y	NA	Y	Y					Y	Y	2004	L-765	2006
1	2006-15525	Havnip Investments	4.5			COID	Y	Y	Y	Y					Y	Y	2004	L-765	2006
1	2006-15589	Duane Whipple	3.77			COID	Y	NA	Y	NA					Y	Y	2004		
1	2006-19264	Prescott Rice	2			COID	Y	NA	Y	Y					Y	Y	2004		
1	2006-28474	Hayden H. Watson	5			COID	Y	NA	Y	Y					Y	Y	2004	L-807	2007
1	2006-35861	Lorraine Hendricks	4			COID	Y	NA	Y	Y					Y			L-807	2007
1	2006-15112	Alterra Invest. LLC	3			COID	Y	Y	Y	Y					Y	Y	BU Photo	L-765	2006
1	2006-33260	A & M Ventures	2.4			COID	Y		Y	Y					Y			L-765	2006
1	2006-35860	Michael Chilcott	0.18			COID	Y	NA	Y	Y					Y	Y	2004		
1	2006-39248	Samuel E. Blackwell Jr	0.25			COID	Y	NA	Y	Y					Y			L-807	2007
1	2006-39253	Samuel E. Blackwell Jr	0.25			COID	Y	NA	Y	Y					Y			L-807	2007
1	2006-44103	David Noah	0.24			COID	Y	NA	Y	Y					Y	Y	2004		
1	2007-21575	Richard Scorza	0.5			COID	Y	NA	Y	Y					Y			L-852	2007
1	2006-77696	Charles Garner	0.9			COID	Y	NA	Y	Y					Y			L-807	2007
1	2007-29099	WASABI WASABI LLC	4.5			COID	Y	Y	Y	Y					Y	Y	2005		
1	2007-48193	Suzanna Clarke	0.63			COID	Y	NA	Y	Y					Y	Y	2005		
22			118.99	0	0														

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Original

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP113

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	14	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Leslie Clark
Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

106
16
16

RECORDED BY
WESTERN TITLE & ESCROW CO.

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLOW, COUNTY CLERK
2002-20325
$108.00
04/12/2002 11:32:07 AM
M-DT Cnt=1 Stn=4 SHIRLEY
$80.00 $11.00 $10.00 $5.00

WHEN RECORDED MAIL TO
COLUMBIA RIVER BANK MORTGAGE GROUP
1701 NE 3RD STREET SUITE B.
BEND, OR 97701

TAX ACCOUNT NUMBER
[redacted]

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated April 4, 2002, together with all Riders to this document.
(B) "Borrower" is Duane Whipple and Kristeen M. Whipple

Borrower is the trustor under this Security Instrument.
(C) "Lender" is Columbia River Bank Mortgage Group

Lender is a OREGON CORPORATION
organized and existing under the laws of STATE OF OREGON

1020534 1020534

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Chase Home Finance LLC

February 25, 2006

Loan Number 30-1925222340-468

REQUESTOR:

ATTN: MICHELLE OSTGARDEN
FIRST AMERICAN TITLE
5419233014
FAX 5415482816

BORROWER NAME AND PROPERTY ADDRESS:

KRISTEEN M WHIPPLE
DUANE L WHIPPLE
1900 NORTHWEST WAY
REDMOND OR 97756

BREAKDOWN OF AMOUNT OWED

PRINCIPAL BALANCE	$ 107,825.84	RECORDING FEE	31.00
INTEREST FROM 02/01/2006 TO 03/03/2006	574.58		
TOTAL AMOUNT SECURED BY THE MORTGAGE 03/03/2006			$ 108,431.42
		FACSIMILE FEE	20.00
TOTAL AMOUNT OWED INCLUDING SERVICE FEES			$ 108,451.42
INTEREST RATE	6.00000%		
PER DIEM	$ 17.72		

Chase Home Finance LLC ("CHF") will issue and mail the annual tax & interest statement (substituto form 1098) record at the end of the calendar year. **IF THE PROPERTY IS SOLD, PLEASE PROVIDE THE SELLERS FORWARDING ADDRESS.**

FORWARDING ADDRESS:_____

The above figures are subject to final verification upon receipt of the payoff remittance by CHF. Except where prohibited, CHF reserves the right to adjust the above figures and refuse any funds which are insufficient to pay the Total Amount Secured by the Mortgage for any reason including but not limited to error in calculation of the Total Amount Secured by the Mortgage, previously dishonored check or money order, stop payment of checks or ACH payments or additional disbursement made by CHF between the date of this payoff statement and the receipt of funds. The Total Amount Secured by the Mortgage, pursuant to this statement, is further conditioned upon:

1. If the payoff remittance is insufficient to pay the Total Amount Secured by the Mortgage, we will withdraw funds from the borrower(s) escrow account, if available, to complete such payoff. If sufficient funds are not in the escrow to complete such payoff, the check will be returned with a new quotation. Insufficient payoff funds remitted via wire transfer will be returned and a new quote will need to be ordered.

2. All checks which have been tendered to CHF in satisfaction of monthly payments must have cleared the borrower's bank. DO NOT PLACE A "STOP PAYMENT" ON CHECKS previously mailed to CHF or cancel ACH debits by CHF prior to prepayment in full. A late charge fee will be assessed at the close of business on the 16th day of the month if the current payment is not received, and such late charge should be added to the Total Amount Secured by the Mortgage, if payment is received by CHF after the 16th. You may call 1-800-848-9136 Payoff Wire Account to ascertain the late charge amount.

3. Disbursements of all escrowed items (e.g. hazard, flood and PMI insurance, taxes, etc.) WILL BE PAID FROM ESCROW AS NORMALLY SCHEDULED (up to the date payoff funds are received). It is the responsibility of the borrower(s) and their closing agent (if applicable) to obtain a refund should a double payment of taxes or insurance occur. If you require confirmation of any recent escrow disbursements, please call 1-800-848-9136. Any remaining escrow balance or overpayment will be mailed directly to the borrower(s) within thirty (30) business days after processing of the funds required to pay the Total Amount Secured by the Mortgage. **WE WILL NOT ACCEPT OR PROCESS ESCROW ASSIGNMENTS.**

4. Payoff funds should be remitted via wire transfer to: NOTE: FUNDS THAT CANNOT BE IDENTIFIED WILL BE RETURNED.

JPMorgan Chase Bank, N.A.
ACCOUNT [redacted]
ABA ROUTING NUMBER 021000021
ACCOUNT NAME: Chase Home Finance LLC Payoff Wire Account
WIRE DESCRIPTION MUST INCLUDE CHASE HOME FINANCE LLC LOAN NUMBER, CUSTOMER NAME, PROPERTY ADDRESS, AND AGENT'S CONTACT INFORMATION
ATTN: PAYOFF PROCESSING

If you are not remitting funds via wire transfer, payoff funds must be in the form of a CASHIER'S CHECK or OFFICIAL BANK CHECK payable and forwarded to:

CHASE HOME FINANCE LLC
ATTN: DEPARTMENT PP-7456
3415 VISION DRIVE
COLUMBUS, OH 43219

For correct identification and posting, THE CHASE HOME FINANCE LLC LOAN NUMBER MUST BE PROVIDED ON THE PAYOFF CHECK.

5. If a recording fee is not included in the Total Amount Secured by the Mortgage, the mortgage/release documents will be returned to the borrower(s) or borrower(s) agent for satisfaction, and any charges for recording the release of lien will be the responsibility of the borrower(s) unless otherwise required by applicable law. Please provide a forwarding address for the borrower(s), when applicable, and the name, address and telephone number of the payor, if different from the borrower(s).

6. You understand and agree that if CHF receives and processes a payoff and subsequently is requested to return such payoff funds, due to loan rescission or for any other reason, unless prohibited by law, CHF will deduct a re-load fee of $1,000 from the payoff funds that are returned to compensate CHF for its time and costs incurred in re-loading such loan onto its system.

7. NOTICE TO ACH CUSTOMERS: CHF requires written notice at least five (5) business days prior to payoff if you wish to cancel automatic debit arrangements. Otherwise, the autocharge will remain in effect.

8. If you are paying off your loan as a result of the recent hurricanes, please contact Customer Care to see if Chase can offer you assistance.

QLYRQ

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLOW, COUNTY CLERK
2001-64010
$36.00
00037417200100640100020027
12/27/2001 03:18:20 PM
D-D Cnt=1 Stn=4 MARSHA
$10.00 $11.00 $10.00 $5.00

Title Order No. 308097-VB
Escrow No. 308097-VB

After recording return to:
Duane Whipple & Kristeen M. Whipple
1883 NW Jackpine Place
Redmond, OR 97756
Name, Address, Zip

Until a change is requested all tax statements shall be sent to the following address.
Duane Whipple & Kristeen M. Whipple
1883 NW Jackpine Place
Redmond, OR 97756
Name, Address, Zip

N/A

308097
RECORDED BY
WESTERN TITLE & ESCROW CO.

30

STATUTORY WARRANTY DEED

TODD SPRINGER and ANDREA SPRINGER, husband and wife, Grantor, conveys and warrants to **DUANE WHIPPLE and KRISTEEN M. WHIPPLE, husband and wife,** Grantee, the following described real property free of encumbrances, except as specifically set forth herein situated in Deschutes County, Oregon, to wit:

(See Exhibit "A" attached hereto and made a part hereof)

(Tax ID 15-13-05-00-1103 Serial #129488)

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

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

The true consideration for this conveyance is $107,000.00. (Here comply with the requirements of ORS 93.030)

Dated this 20 day of December, 2001.

Todd Springer

Andrea Springer

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

STATE OF OREGON, County of Deschutes) *ss.*
This instrument was acknowledged before me on December 20, 2001,
by Todd Springer and Andrea Springer.

Notary Public for Oregon
My commission expires 12/09/2005

OFFICIAL SEAL
JUDY SWIFT
NOTARY PUBLIC - OREGON
COMMISSION NO. 350954
MY COMMISSION EXPIRES DEC. 9, 2005

T 10544 MP 113

Exhibit "A"

A parcel of land situate in and being the North One-Half of the Northwest One-Quarter of the Southwest One-Quarter of the Southeast One-Quarter (N1/2 NW1/4 SW1/4 SE1/4) of Section Five(5), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at a one inch pin at the South quarter corner of said Section 5, the initial point; thence North 00° 40' 32" East along the Westerly line of said SE1/4, 992.41 feet to a one-half inch pipe, and the TRUE POINT OF BEGINNING; thence North 00° 40' 32" East along said line of the SE1/4, 330.80 feet to a three-quarter inch pipe at the Northwest corner of said SW1/4 SE1/4; thence South 89° 58' 03" East along the Northerly line of said SW1/4 SE1/4, 659.68 feet to a one-half inch pipe; thence South 00° 41' 11" West, along the Easterly line of said NW1/4 SW1/4 SE1/4, 330.60 feet to a one-half inch pipe; thence North 89° 59' 08" West along the Southerly line of said N1/2 NW1/4 SW1/4 SE1/4, 659.62 feet to the point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Cary D. Penhallow
Signature of Affiant

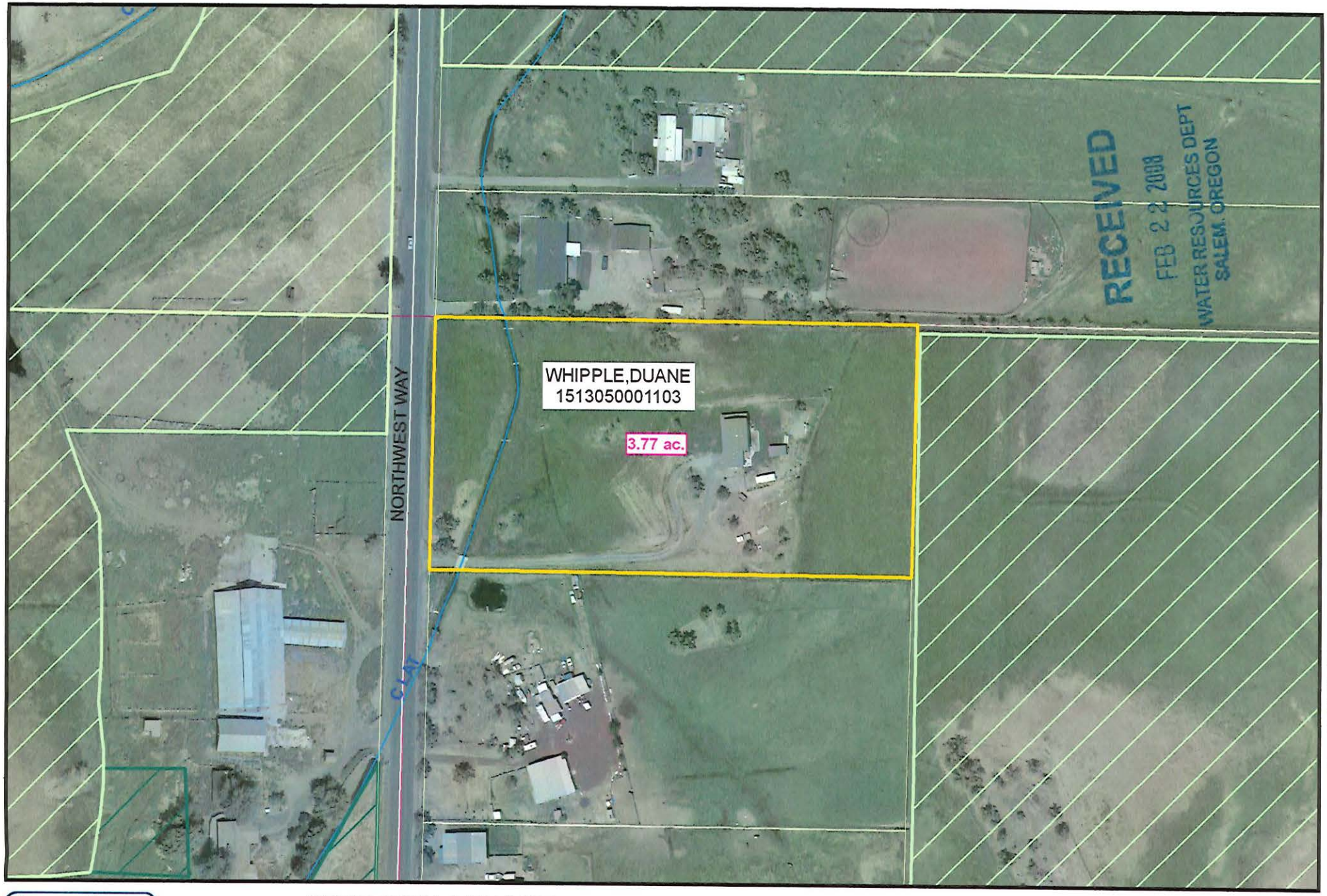
12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

Notary Public for Oregon

T 10544 MP 113



T 10544 MP 113

CENTRAL OREGON IRRIGATION DISTRICT

BENEFICIAL USE MAP

15-13-05
SWSE TL: 1103
Whipple 2004

0 75 150 300 Feet

City of Redmond 2004 Aerial Mapping Updates
Orthophoto Mapping by: David C. Smith & Associates, Inc.
Portland, OR.
DSA Job #: 1791
Pixel Resolution: 0.5 Ft.
Map Scale/Accuracies: 1"=100' horizontal
Datum: NAD 83/91 Oregon State Plane South Zone
Date of Photography: July 8, 04; Aug 18, 04

N

USED
USED_2005
DRY
USED-NO WR
IL
INSTREAM
PENDING_ON
PENDING_ON POND
PETITIONED_ON
PETITIONED_ON POND
QC
QC-INSTREAM
EXITED

CENTRAL OREGON IRRIGATION DISTRICT

3/5

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-19264

$41.00

00448030200600102640030034

03/21/2006 10:25:24 AM

D-D Cnt=1 Stn=2 LADENEL
$15.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Prescott S. Rice and Brook L. Rice, as tenants by the entirety, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 2.0 acres of COID water rights that are appurtenant to the lands listed in Exhibit A, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-09 NW NW 205, and more particularly described as in Exhibit A, attached, and incorporated by this reference.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 2.0 acres of water rights incurred.

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

Consideration for this Quitclaim: $2,400.00

Grantor:

Prescott S. Rice — Date 3/8/06

Brook L. Rice — Date 3/10/06

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on MARCH 8, 2006 by Prescott S. Rice

Notary Public

OFFICIAL SEAL
LAURA L WOLLAM
NOTARY PUBLIC-OREGON
COMMISSION NO. 399300
MY COMMISSION EXPIRES NOVEMBER 7, 2009

T 10544 MP 113

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on March 10, 2006 by Brook L. Rice

Barbara R. Fehl
Notary Public

OFFICIAL SEAL
BARBARA R FEHL
NOTARY PUBLIC - OREGON
COMMISSION NO. 368212
MY COMMISSION EXPIRES APR. 30, 2007

Grantee:

Date 13 March 2006

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on March 13, 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

Leslie Clark
Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

© Central Oregon Irrigation District 2006

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXHIBIT "A"

The Southeast Quarter of the Northwest Quarter of the Northwest Quarter (SE1/4 NW1/4 NW1/4) of Section Nine (9), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon

EXCEPTING THEREFROM: Beginning at the Northeast corner of said SE1/4 NW1/4 NW1/4; thence South along the East line thereof a distance of 100 feet; thence West parallel to the north line of said SE1/4 NW1/4 NW1/4 a distance of 50 feet; thence North parallel to the East line thereof a distance of 100 feet to the North line thereof; thence East 50 feet to the point of beginning AND EXCEPTING THEREFROM that portion platted as Partition Plat No. 1991-48 located in the SE1/4 NW1/4 NW1/4 of Section 9, Township 15 South, Range 13 East of the Willamette Meridian AND EXCEPT the South 30 feet conveyed to the City of Redmond for street by deed recorded May 27, 1970 in Book 170, Page 201, Deschutes County Deed Records.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

February 13, 2006
Title Number : 087137
Title Officer : ANN C. EASTON
Fee : $150.00

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

The Southeast Quarter of the Northwest Quarter of the Northwest Quarter (SE1/4 NW1/4 NW1/4) of Section Nine (9), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon

EXCEPTING THEREFROM: Beginning at the Northeast corner of said SE1/4 NW1/4 NW1/4; thence South along the East line thereof a distance of 100 feet; thence West parallel to the north line of said SE1/4 NW1/4 NW1/4 a distance of 50 feet; thence North parallel to the East line thereof a distance of 100 feet to the North line thereof; thence East 50 feet to the point of beginning AND EXCEPTING THEREFROM that portion platted as Partition Plat No. 1991-48 located in the SE1/4 NW1/4 NW1/4 of Section 9, Township 15 South, Range 13 East of the Willamette Meridian AND EXCEPT the South 30 feet conveyed to the City of Redmond for street by deed recorded May 27, 1970 in Book 170, Page 201, Deschutes County Deed Records.

and dated as of February 6, 2006 at 7:30 a.m.

We find that the last deed of record runs to:

Prescott S. Rice and Brook L. Rice,
as tenants by the entirety

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $90,000.00
   Dated: September, 2005
   Recorded: September 27, 2005
   Volume-Page: 2005-65153, Deschutes County Records
   Grantor: Prescott S. Rice and Brooke L. Rice, jointly and severally
   Trustee: First American Title Insurance Company
   Beneficiary: Peter J. Uffelman
   (Includes Other Property)

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

2005 OREGON BUSINESS 100 BEST COMPANIES TO WORK FOR

2. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $190,000.00
   Dated: January 30, 2002
   Recorded: February 13, 2002
   Volume-Page: 2002-08774, Deschutes County Records
   Grantor: Prescott S. Rice and Brook L. Rice, Husband and Wife
   Trustee: AmeriTitle WA Federal Savings

   (Includes Other Property)

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 09B0 00205
Account No. [redacted]

1. The 2005-2006 Taxes: $2,340.40, (Balance due $1,560.27)

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

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

AmeriTitle

By: Ann C. Easton
Ann C. Easton, Title Officer
AE:kg

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

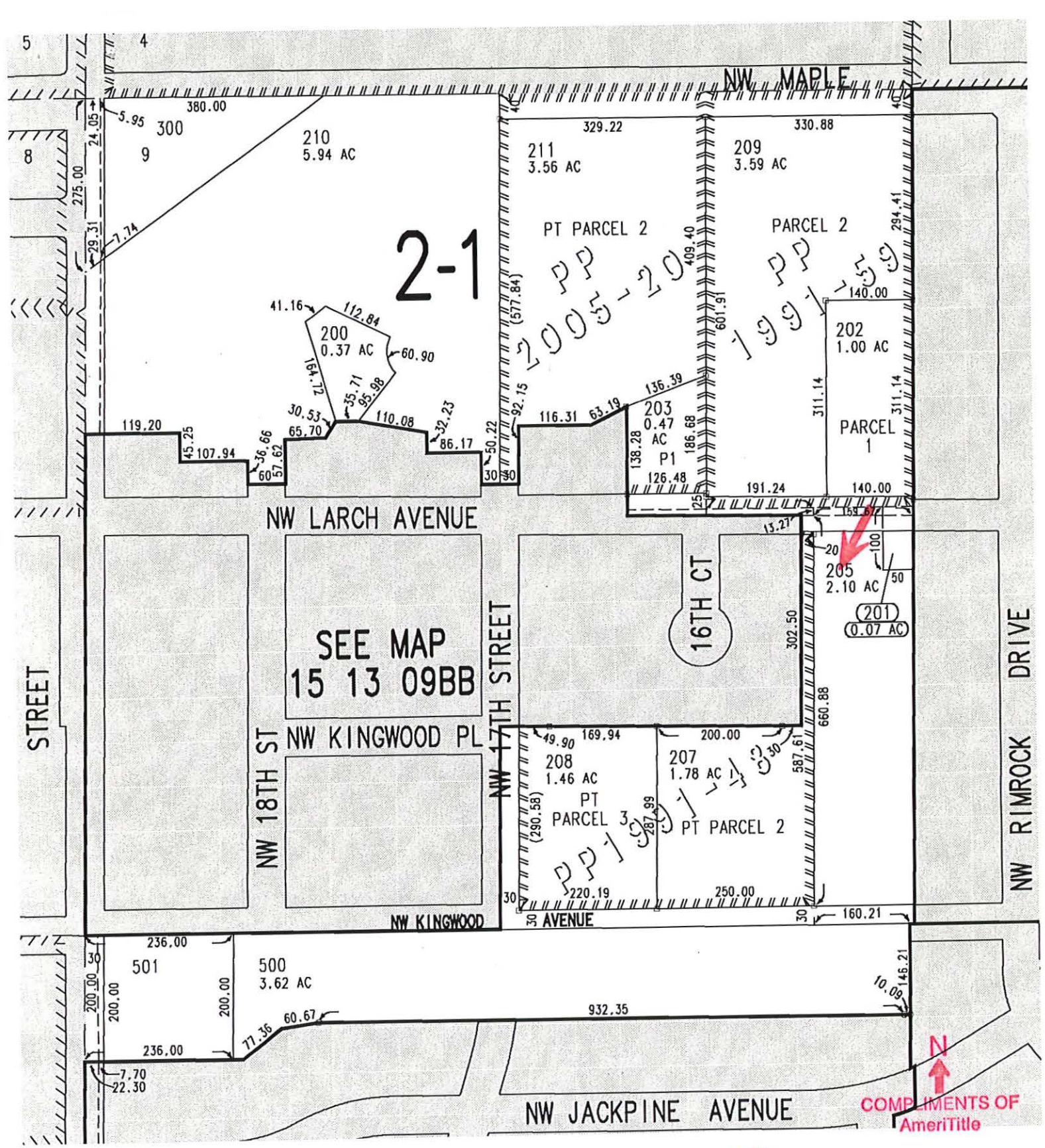
"Superior Service with Commitment and Respect for Customers and Employees"

EXHIBIT "A"
LEGAL DESCRIPTION

The Southeast Quarter of the Northwest Quarter of the Northwest Quarter (SE1/4 NW1/4 NW1/4) of Section Nine (9), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon

EXCEPTING THEREFROM: Beginning at the Northeast corner of said SE1/4 NW1/4 NW1/4; thence South along the East line thereof a distance of 100 feet; thence West parallel to the north line of said SE1/4 NW1/4 NW1/4 a distance of 50 feet; thence North parallel to the East line thereof a distance of 100 feet to the North line thereof; thence East 50 feet to the point of beginning AND EXCEPTING THEREFROM that portion platted as Partition Plat No. 1991-48 located in the SE1/4 NW1/4 NW1/4 of Section 9, Township 15 South, Range 13 East of the Willamette Meridian AND EXCEPT the South 30 feet conveyed to the City of Redmond for street by deed recorded May 27, 1970 in Book 170, Page 201, Deschutes County Deed Records.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

T 10544 MP 113

VOL: 2000 PAGE: 12221
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES

*2000-12221 * Vol-Page Printed: 03/30/2000 12:08:10

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Mar. 30, 2000; 11:36 a.m.

RECEIPT NO: 18948

DOCUMENT TYPE: Deed

FEE PAID: $36.00

NUMBER OF PAGES: 2

Mary Sue Penhollow

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

26283 36 2000:12221-1

WARRANTY DEED

DAVID E. STIREWALT and SHERRY L. STIREWALT, husband and wife,
Grantor(s) hereby grant, bargain, sell, warrant and convey to:
PRESCOTT S. RICE and BROOK L. RICE, husband and wife,
Grantee(s) and grantee's heirs, successors and assigns the following described real property, free of encumbrances except as specifically set forth herein in the County of ~~XXXXXX~~ and State of Oregon, to wit:
DESCHUTES

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

1513 9BO TL 201
1513 9BO TL 205

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

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

The true and actual consideration for this conveyance is 140,000.00.

Until a change is requested, all tax statements shall be sent to Grantee at the following address: **1520 NW LARCH AVE, REDMOND, OR 97756**

Dated this 23 day of March, 2000

David E Stirewalt
DAVID E. STIREWALT

Sherry L Stirewalt
SHERRY L. STIREWALT

State of Oregon
County of UNION

This instrument was acknowledged before me on March 23, 2000 by DAVID E. STIREWALT and SHERRY L. STIREWALT.

Sally Hebeker
(Notary Public for Oregon)

My commission expires Sept 6, 2003

ESCROW NO. CT56575KT

Return to:
PRESCOTT S. RICE
1520 NW LARCH AVE
REDMOND, OR 97756

OFFICIAL SEAL
SALLY HEBEKER
NOTARY PUBLIC-OREGON
COMMISSION NO. 325729
MY COMMISSION EXPIRES SEPT. 6, 2003

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

After recording, return to
Amerititle
15 OREGON AVENUE, BEND

T 10544 MP 113

2008-12221-2

EXHIBIT "A"

PARCEL I:

That portion of the Southeast Quarter of the Northwest Quarter of the Northwest Quarter (SE1/4NW1/4NW1/4) of Section Nine (9), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the Northeast corner of said SE1/4NW1/4NW1/4; thence South along the East line of the SE1/4NW1/4NW1/4 a distance of 100 feet; thence West parallel to the North line of the SE1/4NW1/4NW1/4 a distance of 50 feet; thence North parallel to the East line of the SE1/4NW1/4NW1/4 a distance of 100 feet to the North line of the SE1/4NW1/4NW1/4; thence East 50 feet to the Point of Beginning.

PARCEL II:

The Southeast Quarter of the Northwest Quarter of the Northwest Quarter (SE1/4 NW1/4 NW1/4) of Section Nine (9), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon

EXCEPTING THEREFROM: Beginning at the Northeast corner of said SE1/4 NW1/4 NW1/4; thence South along the East line thereof a distance of 100 feet; thence West parallel to the north line of said SE1/4 NW1/4 NW1/4 a distance of 50 feet; thence North parallel to the East line thereof a distance of 100 feet to the North line thereof; thence East 50 feet to the point of beginning AND EXCEPTING THEREFROM that portion platted as Partition Plat No. 1991-48 located in the SE1/4 NW1/4 NW1/4 of Section 9, Township 15 South, Range 13 East of the Willamette Meridian AND EXCEPT the South 30 feet conveyed to the City of Redmond for street by deed recorded May 27, 1970 in Book 170, Page 201, Deschutes County Deed Records.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Leslie Clark
Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON



CENTRAL OREGON IRRIGATION DISTRICT

BENEFICIAL USE MAP

15-13-09
NWNW TL: 205
RICE - 2004

10544

MP 113

0 70 140 280 Feet

City of Redmond 2004 Aerial Mapping Updates
Orthophoto Mapping by: David C. Smith & Associates, Inc.
Portland, OR.
DSA Job #: 1791
Pixel Resolution: 0.5 Ft.
Map Scale/Accuracies: 1"=100' horizontal
Datum: NAD 83/91 Oregon State Plane South Zone
Date of Photography: July 8, 04; Aug 18, 04

N

USED
USED_2005
DRY
USED-NO WR
IL
INSTREAM
PENDING_ON
PENDING_ON POND
PETITIONED_ON
PETITIONED_ON POND
GC
GC-INSTREAM
EXITED

CENTRAL OREGON IRRIGATION DISTRICT

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-28474
$31.00
00457787200600284740010018
04/26/2006 09:51:45 AM
D-D Cnt=1 Stn=1 BECKEY
$5.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Hayden H. Watson, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands described as The East 710.00 feet of the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of Section Four (4), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon. EXCEPT the North 636.45 feet thereof. ALSO EXCEPT the East 460.00 feet of the South 500 feet thereof; release their claim and responsibility for 5.0 acres of COID water rights that are appurtenant to the described lands, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-04 NE NE 600.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 5.0 acres of water rights incurred.

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

Consideration for this Quitclaim: $6,000.00

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Grantor:

_____ Date 4.6.06
Hayden H. Watson

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on April 6th, 2006 by Hayden H. Watson.

OFFICIAL SEAL
KIMBERLY GUTHRIE
NOTARY PUBLIC - OREGON
COMMISSION NO. 370022
MY COMMISSION EXPIRES JULY 18, 2007

Kimberly Guthrie
Notary Public

Grantee:

_____ Date 14 April 2006
Steven C. Johnson, Secretary-Manager Central Oregon Irrigation District

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on April 14, 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

Leslie Clark
Notary Public

© Central Oregon Irrigation District 2006

T 10544 MP 113

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

February 28, 2006
Title Number : 087575
Title Officer : CHUCK NICHOLS
Fee : $150.00

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

The East 710.00 feet of the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Four (4), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon.
EXCEPT the North 636.45 feet thereof. ALSO EXCEPT the East 460.00 feet of the South 500 feet thereof.

and dated as of February 21, 2006 at 7:30 a.m.

We find that the last deed of record runs to:

HAYDEN H. WATSON

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $57,850.00
   Dated: December 2, 1993
   Recorded: December 6, 1993
   Book-Page: 321-1590, Deschutes County Records
   Grantor: Hayden H. Watson
   Trustee: First American Title Co.
   Beneficiary: Bank of the Cascades

Victoria Brown - Bank of Cascades
3/3/06 confirmed this debt no longer exists on this property. No satisfaction was recorded
Consent not required

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

NONE

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

2005 OREGON BUSINESS 100 BEST COMPANIES TO WORK FOR

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 04AA 00600
Account No. [redacted]

NOTE: The 2005-2006 Taxes: $1,770.14, Paid in full.

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

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

AmeriTitle

By: _____
Chuck Nichols, Title Examiner
CN:kw

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

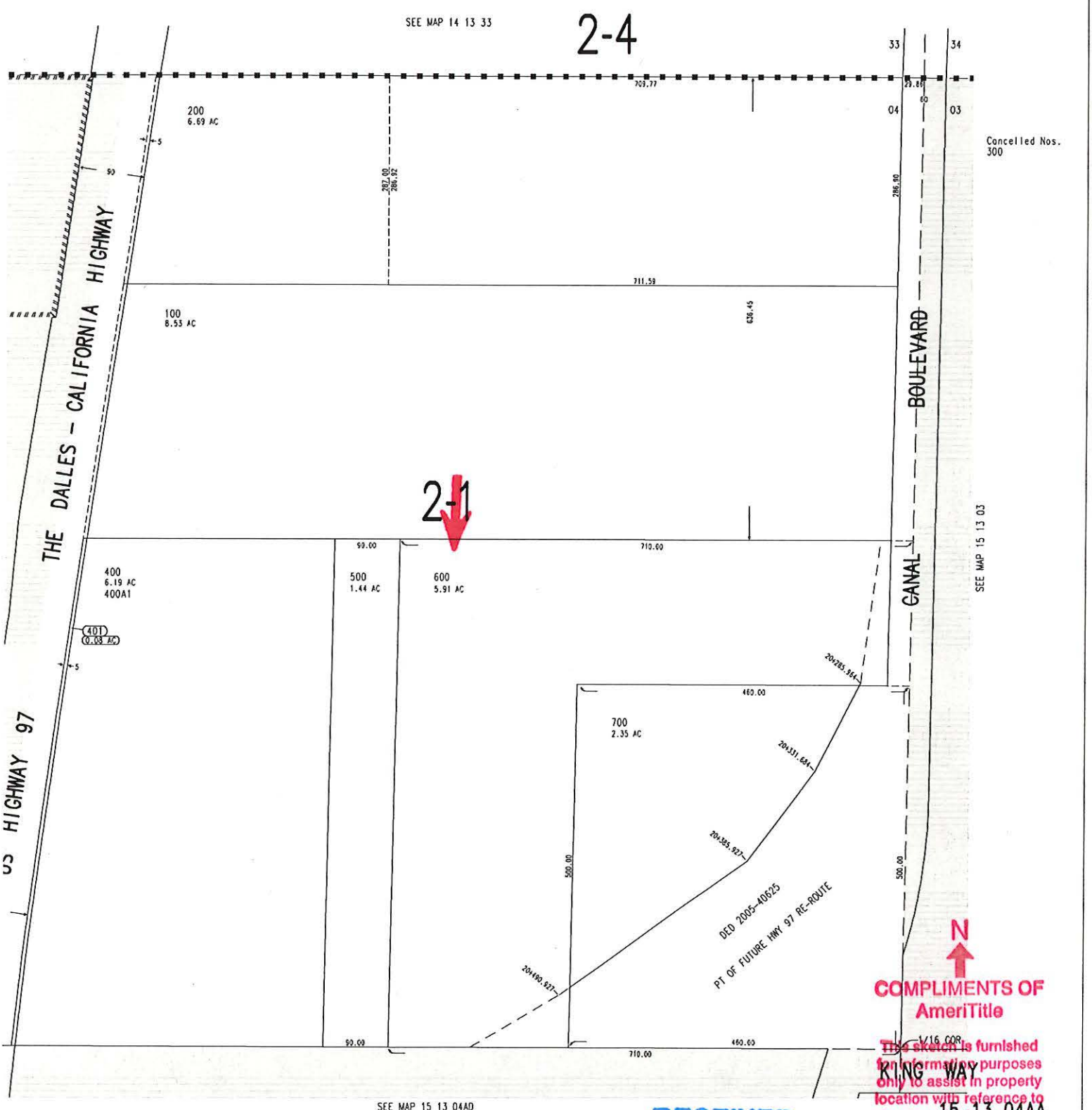
RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

NE1/4 NE1/4 SEC. 04 T.15S. R.13E. W.M.
DESCHUTES COUNTY

1" = 100'

15 13 04AA



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

T 10544 MP 113

38-127607DG Reo 4096

93-43537

321 - 1588

STATUTORY WARRANTY DEED

MICHAEL D. CHURCHES, Grantor,

conveys and warrants to HAYDEN H. WATSON, AN ESTATE IN FEE SIMPLE, Grantee,

the following described real property free of liens and encumbrances, except as specifically set forth herein:
The East 710.00 feet of the Northeast quarter of the Northeast Quarter of Section Four (4), TOWNSHIP FIFTEEN (15) SOUTH, RANGE THIRTEEN (13) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, EXCEPT the North 636.45 feet thereof; ALSO EXCEPT the East 460.00 feet of the South 500.00 feet thereof. Tax a/c #15-13-04AA 600, 2-4

This property is free of liens and encumbrances, EXCEPT: EXCEPT AS SHOWN ON EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

The true consideration for this conveyance is $ 89,000.00 (Here comply with the requirements of ORS 93.030)

Dated this 03 day of December 19 93.

Michael D. Churches
MICHAEL D. CHURCHES

STATE OF OREGON
County of DESCHUTES } *ss.*

BE IT REMEMBERED, That on this 03 *day of* December, *19* 93, *before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named* MICHAEL D. CHURCHES

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

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

OFFICIAL SEAL
DIANE GULLEY
NOTARY PUBLIC - OREGON
COMMISSION NO. 002804
MY COMMISSION EXPIRES NOV 7 1994

D Gulley
Notary Public for Oregon.
My Commission expires 11/7/94

Title Order No. 127607 DG
Escrow No. RE04096A

THIS SPACE RESERVED FOR RECORDER'S USE

T 10544

MP 113

After recording return to:
HAYDEN H. WATSON
C/O 1511 SW 33RD STREET
REDMOND, OR 97756
Name, Address, Zip

Until a change is requested all tax statements shall be sent to the following address.
HAYDEN H. WATSON
C/O 1511 SW 33RD STREET
REDMOND, OR 97756
Name, Address, Zip

FIRST AMERICAN TITLE
OF DESCHUTES COUNTY
P. O. BOX 323
BEND, OREGON 97709

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXHIBIT "A" TO WARRANTY DEED

SUBJECT TO THE FOLLOWING:

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

2. Existing telephone, telegraph, power lines, roads, railroads, highways, ditches, canals and pipelines.

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

STATE OF OREGON)
COUNTY OF DESCHUTES) ss.

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

93 DEC -6 AM 11:31

MARY SUE PENHOLLOW
COUNTY CLERK

BY. T. Moore DEPUTY
NO. 93-43537 FEE 38.00
DESCHUTES COUNTY OFFICIAL RECORDS

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

T 10544

MP 113

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

Thank You

April 18, 2007

Gen Hubert
Deschutes Water Exchange Mitigation Bank
P.O. Box 1560
Bend, OR 97701

Dear Gen:

Thank you for participating in the Short-Term Instream Leasing Program and Deschutes Mitigation Credit Program. I want to express appreciation for your participation in these programs and cooperation in helping to improve streamflows for fish and aquatic life and to provide mitigation water to ground water users in the Deschutes Ground Water Study Area.

This instream lease has been approved and has been awarded mitigation credits

Enclosed is a copy of the final order approving the instream lease and mitigation credit project. If you have any questions, please call me at (503) 986-0884.

Sincerely,

Laura Snedaker
Field Services Division

c: Jeremy Giffin, Watermaster District 11
Laura Wolam, Central Oregon Irrigation District
file IL-807 / MP-98 COID-07-03

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Lease of Existing Water Rights for Instream Use and Preliminary and Final Award of Mitigation Credits, Certificates 76358, Crook and Deschutes Counties	)))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE & MITIGATION CREDIT PROJECT

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating instream lease applications.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Lessor
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes Water Exchange (DWE)
Mitigation Bank
P.O. Box 1560
Bend, Oregon 97709
gen@deschutesriver.org

Findings of Fact

1. On March 19, 2007, COID and the DWE Mitigation Bank filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number IL-807.

2. The rights to be leased are as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 17.66 acres from Point of Diversion (POD) #1 and 55.78 acres from POD #11
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

POD #1

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.221 CFS	0.294 CFS	0.388 CFS	
December 2, 1907			0.157 CFS	
Totals	0.221 CFS	0.294 CFS	0.545 CFS	175.01 AF

POD #2

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.697 CFS	0.930 CFS	1.227 CFS	
December 2, 1907			0.495 CFS	
Totals	0.697 CFS	0.930 CFS	1.722 CFS	552.78 AF

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.

Source: Deschutes River, tributary to the Columbia River

Authorized Place of Use:

Twp	Rng	Mer	Sec	Q-Q	POD	Tax Lot	Acres
14 S	13 E	WM	16	SW SE	11	2400	0.3
15 S	13 E	WM	4	NE NE	11	600	5.0
15 S	13 E	WM	4	SE SE	11	800	0.65
15 S	13 E	WM	4	SE SE	11	900	0.6
15 S	13 E	WM	4	SW SW	11	704	6.31
15 S	13 E	WM	8	SE SW	11	100	7.6
15 S	13 E	WM	8	SE SW	11	200	9.5
15 S	13 E	WM	8	SW SW	11	802	0.9
15 S	13 E	WM	8	SW SW	11	600	1.0
15 S	13 E	WM	8	SW SW	11	601	0.6
15 S	13 E	WM	8	SW SW	11	602	0.5
15 S	13 E	WM	8	SW SW	11	801	0.77
15 S	13 E	WM	8	SW SW	11	803	1.0
15 S	13 E	WM	8	SW SW	11	700	4.0
15 S	13 E	WM	8	SW SW	11	900	4.0
15 S	13 E	WM	9	SW NW	11	501	0.8
15 S	13 E	WM	18	SW SE	11	2802	3.74
15 S	13 E	WM	18	SW SE	11	2809	0.26
15 S	13 E	WM	20	NW NW	11	201	4.4
15 S	13 E	WM	21	SW NW	11	2800	0.35
15 S	13 E	WM	21	SW NW	11	200	0.25
15 S	13 E	WM	21	SW NW	11	300	0.25
15 S	13 E	WM	30	NW NW	11	902	3.0
17 S	12 E	WM	23	NE NE	1	106	6.8
17 S	12 E	WM	23	NW SW	1	1001	0.7
17 S	12 E	WM	26	NE SW	1	705	4.7
17 S	12 E	WM	28	NE SW	1	200	1.86
17 S	13 E	WM	31	NE SE	1	1100	3.0
17 S	14 E	WM	22	NE SE	1	801	0.2
18 S	13 E	WM	12	SE NW	1	501	0.4

T 10544

MP 113

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
18 S	11 E	WM	13	SW NE	Central Oregon Canal POD #1 – 1520 feet South & 1535 feet West from the NE corner of Section 13
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

3. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

4. The instream use is as follows:
Deschutes River tributary to the Columbia River

Instream Reach #1: From POD #1 to POD #11 (both as described in Finding of Fact #3)

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.121 Season 2: 0.162 Season 3: 0.300	96.26	April 1 – Oct. 26

Instream Reach #2: From POD #11 to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.505 Season 2: 0.673 Season 3: 1.247	400.28	April 1 – Oct. 26

5. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under Certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

The total volume protected instream shall not exceed 400.28 AF.

6. There is a supplemental water right, Certificate 76714, appurtenant to all or a portion of the lands described in Finding of Fact # 2. The Lessor and Lessee have requested that this water right not be included as part of this lease application. During the term of the lease, water use under this right will also be suspended.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new

injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

9. The lease application identifies the term of the lease as extending through 2011. However, the Lessee and Lessor have clarified that the term of this lease should only extend through 2007. Therefore, this lease will terminate on October 31, 2007.

Preliminary Award of Deschutes Basin Mitigation Credits

10. The Lessee, a mitigation bank chartered by the Water Resources Commission, has requested that the portion of the right to be protected instream be used to generate mitigation credits.

11. The Department assigned this mitigation credit project number MP-98.

12. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6). The Department also provided notice of the mitigation credit project to the Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, Oregon Parks and Recreation Department, Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2). Comments were received from Oregon Parks and Recreation Department. These comments identified that the proposed lease will contribute to flows necessary for recreation and aesthetic and scenic attraction.

13. No modifications were made to the lease based on the comments received.

14. The Department finds that **132.2** mitigation credits may be awarded to this mitigation credit project and assigned to the DWE Mitigation Bank. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the **General and Middle Deschutes Zones of Impact.**

15. The mitigation credits expire on December 31, 2007.

16. The use and maintenance of the mitigation credits is subject to the terms and conditions of the DWE Mitigation Bank Charter.

17. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of the Final Order approving the proposed instream lease shall result in completion of the project and verification that the project is complete.

No precedent is set by this Final Order as to the amount of mitigation credits that may be generated by a subsequent mitigation credit project.

T 10544 MP 113

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease conforms to the applicable provisions of OAR 690-077-0015.

This mitigation project results in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

ORDER

Therefore, it is ORDERED:

1. That the Lease as described herein is APPROVED.

2. The former place of use will no longer receive water as part of these rights, any supplemental rights or any other layered water rights for irrigation use, including ground water registrations, during the term of the lease.

3. The lease will terminate on October 31, 2007.

4. **Final Award of Deschutes Basin Mitigation Credits:** Issuance of this Final Order results in completion of the project and verification by the Department that the project is complete. The Department concludes that the mitigation credit project is awarded mitigation credits, as described above, pursuant to OAR 690-521-0400 and ORS 537.746. Mitigation Credits, in the amount of **132.2** credits, as described herein, are awarded to this mitigation project and assigned to the DWE Mitigation Bank. Mitigation Credits may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the **General and Middle Deschutes Zones of Impact.**

5. Mitigation credits are valid until used (or until they expire or are terminated) to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

6. The mitigation credits shall expire on December 31, 2007.

7. The use and maintenance of the mitigation credits shall be subject to the terms and conditions of the DWE Mitigation Bank Charter.

Dated at Salem, Oregon this 19th day of April 2007.

per Debbie Colleran
Phillip C. Ward, Director

T 10544 MP 113

Mailing date: APR 24 2007

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

CENTRAL OREGON IRRIGATION DISTRICT

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-35861
$41.00
00465635200600358610030030
05/24/2006 01:38:49 PM
D-D Cnt=1 Stn=26 SHIRLEY
$15.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

QUITCLAIM DEED

3

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Lorraine Hendricks, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 4.0 acres of COID water rights that are appurtenant to the lands listed in Exhibit A, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-18 SW SE 2802 (3.74 acres irrigation) & 2809 (0.26 acres irrigation), and more particularly described as in Exhibit A, attached, and incorporated by this reference.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 4.0 acres of water rights incurred.

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

Consideration for this Quitclaim: $4,800.00

Grantor:

Lorraine Hendricks Date 5/12/06
Lorraine Hendricks

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 12, 2006 by Lorraine Hendricks

Leslie Clark
Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Grantee:

Steven C. Johnson, Secretary-Manager Central Oregon Irrigation District Date 15 May, 2006

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 15, 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

© Central Oregon Irrigation District 2006

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

EXHIBIT "A"
LEGAL DESCRIPTION

In Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon; Section Eighteen (18): A portion of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4), more particularly described as follows:

Commencing at an iron pipe which is 417.00 feet South of the Northwest corner of the Southwest Quarter of the southeast Quarter (SW1/4SE1/4), the true point of beginning; thence continuing South along the center line of said Section a distance of 209.00 feet; thence East a distance of 418.00 feet; thence Southerly along a line parallel to the center line of said Section a distance of 208.00 feet; thence East a distance of 238.00 feet more or less to the center line of said Southwest Quarter of the Southeast Quarter (SW1/4SE1/4); thence North a distance of 417.00 feet along said center line, thence West 656.00 feet more or less to the true point of beginning; EXCEPT any portion lying within the right of way of Whitted Market Road.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

February 22, 2006
Title Number : 087451
Title Officer : STACY REX
Fee : $150.00

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

See Attached Exhibit "A"

and dated as of February 15, 2006 at 7:30 a.m.

We find that the last deed of record runs to:

LORRAINE HENDRICKS

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $23,250.00
   Dated: March 12, 1999
   Recorded: March 19, 1999
   Volume-Page: 1999-13660, Deschutes County Records
   Grantor: Lorraine Hendricks
   Trustee: Key Title Company
   Beneficiary: Columbia River Bank Mortgage Group

   The beneficial interest under said Deed of Trust was assigned of record by instrument
   Dated: June 10, 2005
   Recorded: June 30, 2005
   Volume-Page: 2005-41476, Deschutes County Records
   Assigned to: Freedom Mortgage Corporation

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

NONE

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

2005 Oregon Business 100 Best Companies to Work For

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-004 Map and Tax Lot Number 15 13 18 00 02802
Account No. [redacted]

NOTE: The 2005-2006 Taxes: $1,595.81, Paid in full.

Taxes assessed under Code No. 2-004 Map and Tax Lot Number 15 13 18 00 02809
Account No. [redacted]

1. The 2005-2006 Taxes: $1.51, plus interest, UNPAID.

According to the Deschutes County Assessor's Roll, the subject property does not lie within any city limit.

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

AmeriTitle

By: Stacy Rex
Stacy Rex, Title Examiner
SR:kw

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

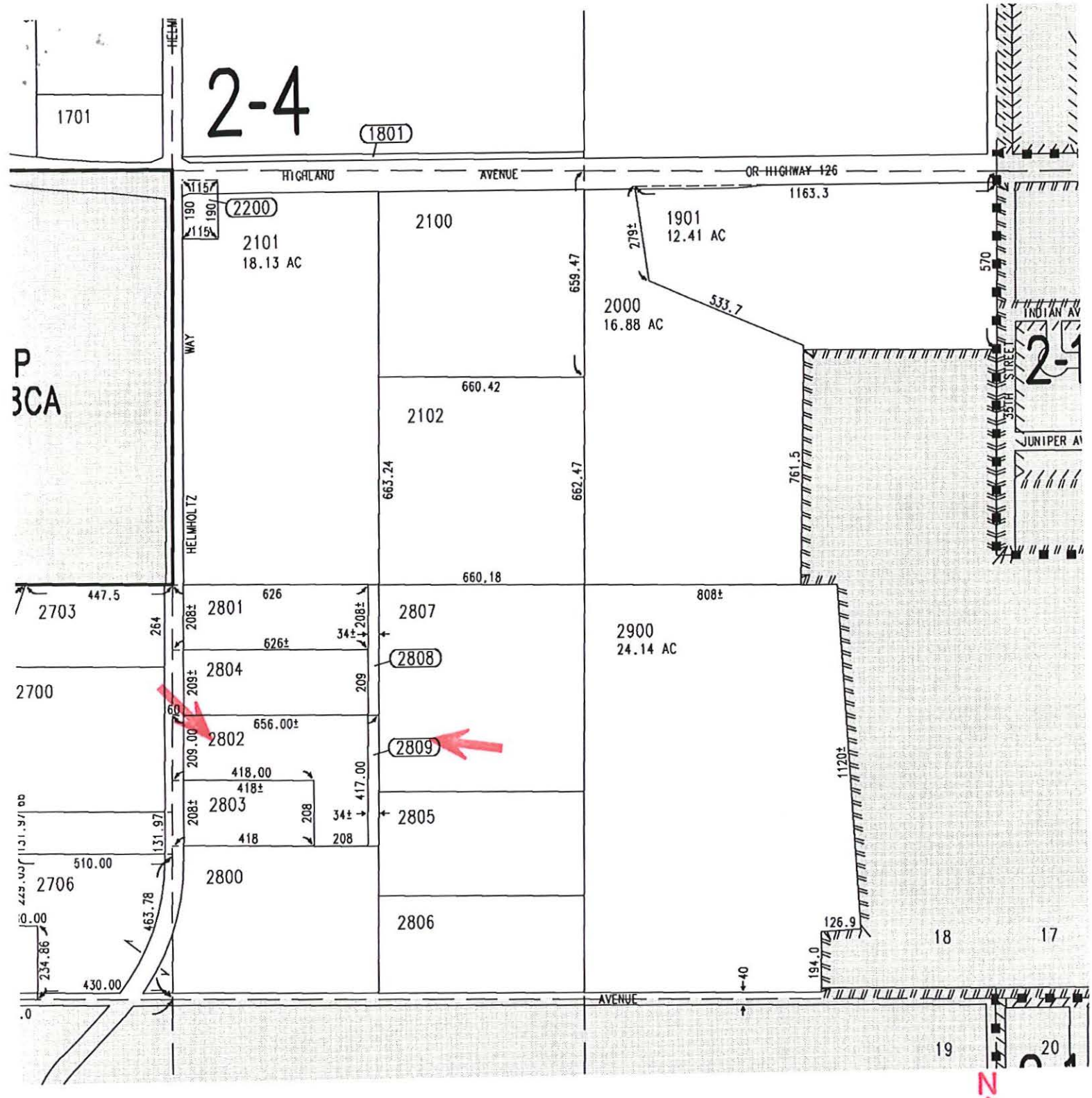
EXHIBIT "A"
LEGAL DESCRIPTION

In Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon; Section Eighteen (18): A portion of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4), more particularly described as follows:

Commencing at an iron pipe which is 417.00 feet South of the Northwest corner of the Southwest Quarter of the southeast Quarter (SW1/4SE1/4), the true point of beginning; thence continuing South along the center line of said Section a distance of 209.00 feet; thence East a distance of 418.00 feet; thence Southerly along a line parallel to the center line of said Section a distance of 208.00 feet; thence East a distance of 238.00 feet more or less to the center line of said Southwest Quarter of the Southeast Quarter (SW1/4SE1/4); thence North a distance of 417.00 feet along said center line, thence West 656.00 feet more or less to the true point of beginning; EXCEPT any portion lying within the right of way of Whitted Market Road.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113



N

COMPLIMENTS OF
AmeriTitle

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

12545

4 o -

96-03225

402 - 1958

AFTER RECORDING RETURN TO: Kenco Data Services, PO Bx 6898, Bend, OR 97708.

SPECIAL WARRANTY DEED

Until a change is requested all tax statements shall be sent to the following address: ~~BILL C. THRESHER~~ JORGINA L. THRESHER 1312 SW Helmholtz Redmond, OR 97756

****

CHARLES P. CRUMMY and VIOLA CRUMMY husband & wife, Grantor, conveys and specially warrants to ~~BILL C. THRESHER~~ JORGINA L. THRESHER, Grantee, the following described real property free of encumbrances created or suffered by the Grantor, as described in Exhibit "1" attached.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY 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 USES.

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

The Grantor warrants and will defend the title to the property against all persons who may lawfully claim the same by, through or under the Grantor. The true consideration for this conveyance is ~~$85,000.00~~ $80,800.00

Charles P. Crummy
CHARLES P. CRUMMY

Viola Crummy
VIOLA CRUMMY

STATE OF CALIFORNIA)
) ss.
County of ORANGE)

The foregoing instrument was acknowledged before me by CHARLES P. CRUMMY, this 4 day of ~~December~~ May, 1993 /& Viola Crummy

Linda Lee Tibbit
Comm #980827
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
Comm Expires

Linda Lee Tibbit
Notary Public for CA.
My Commission Expires:
Jan 3, 1997

~~STATE OF CALIFORNIA~~)
) ss.
County of)

The foregoing instrument was acknowledged before me by VIOLA CRUMMY this day of ~~December~~, 1993

Notary Public for CA.
My Commission Expires:

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

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

HENDRIX & CHAPPELL ATTORNEYS AT LAW
716 NW Harriman/Bend, Oregon 97701/503 382-4980

402 - 1959

EXHIBIT "1"

IN TOWNSHIP FIFTEEN (15) SOUTH, RANGE THIRTEEN (13) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon: Section Eighteen (18): A portion of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4), more particularly described as follows: Commencing at an iron pipe which is 417.0 feet South of the Northwest corner of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4), the TRUE POINT OF BEGINNING; thence continuing South along the center line of said Section a distance of 209 feet; thence East a distance of 418 feet; thence Southerly along a line parallel to the center line of said Section a distance of 208 feet; thence East a distance of 238 feet more or less to the center line of the said Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4); thence North a distance of 417 feet along said center line; thence West 656 feet more or less to the TRUE POINT OF BEGINNING. EXCEPT any portion lying within the right of way of Whitted Market Road.

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

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

96 MAR 12 PM 3:55

COUNTY CLERK

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

BY M Dat... DEPUTY

NO 96-09225 FEE

DESCHUTES COUNTY OFFICIAL RECORDS

T 10544 MP 113

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

Thank You

April 18, 2007

Gen Hubert
Deschutes Water Exchange Mitigation Bank
P.O. Box 1560
Bend, OR 97701

Dear Gen:

Thank you for participating in the Short-Term Instream Leasing Program and Deschutes Mitigation Credit Program. I want to express appreciation for your participation in these programs and cooperation in helping to improve streamflows for fish and aquatic life and to provide mitigation water to ground water users in the Deschutes Ground Water Study Area.

This instream lease has been approved and has been awarded mitigation credits

Enclosed is a copy of the final order approving the instream lease and mitigation credit project. If you have any questions, please call me at (503) 986-0884.

Sincerely,

Laura Snedaker
Field Services Division

c: Jeremy Giffin, Watermaster District 11
Laura Wolam, Central Oregon Irrigation District
file IL-807 / MP-98 COID-07-03

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Lease of Existing Water Rights for Instream Use and Preliminary and Final Award of Mitigation Credits, Certificates 76358, Crook and Deschutes Counties	)))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE & MITIGATION CREDIT PROJECT

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating instream lease applications.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Lessor
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes Water Exchange (DWE)
Mitigation Bank
P.O. Box 1560
Bend, Oregon 97709
gen@deschutesriver.org

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Findings of Fact

1. On March 19, 2007, COID and the DWE Mitigation Bank filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number IL-807.

2. The rights to be leased are as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 17.66 acres from Point of Diversion (POD) #1 and 55.78 acres from POD #11
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

POD #1

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.221 CFS	0.294 CFS	0.388 CFS	
December 2, 1907			0.157 CFS	
Totals	0.221 CFS	0.294 CFS	0.545 CFS	175.01 AF

POD #2

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.697 CFS	0.930 CFS	1.227 CFS	
December 2, 1907			0.495 CFS	
Totals	0.697 CFS	0.930 CFS	1.722 CFS	552.78 AF

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.

Source: Deschutes River, tributary to the Columbia River

Authorized Place of Use:

Twp	Rng	Mer	Sec	Q-Q	POD	Tax Lot	Acres
14 S	13 E	WM	16	SW SE	11	2400	0.3
15 S	13 E	WM	4	NE NE	11	600	5.0
15 S	13 E	WM	4	SE SE	11	800	0.65
15 S	13 E	WM	4	SE SE	11	900	0.6
15 S	13 E	WM	4	SW SW	11	704	6.31
15 S	13 E	WM	8	SE SW	11	100	7.6
15 S	13 E	WM	8	SE SW	11	200	9.5
15 S	13 E	WM	8	SW SW	11	802	0.9
15 S	13 E	WM	8	SW SW	11	600	1.0
15 S	13 E	WM	8	SW SW	11	601	0.6
15 S	13 E	WM	8	SW SW	11	602	0.5
15 S	13 E	WM	8	SW SW	11	801	0.77
15 S	13 E	WM	8	SW SW	11	803	1.0
15 S	13 E	WM	8	SW SW	11	700	4.0
15 S	13 E	WM	8	SW SW	11	900	4.0
15 S	13 E	WM	9	SW NW	11	501	0.8
15 S	13 E	WM	18	SW SE	11	2802	3.74
15 S	13 E	WM	18	SW SE	11	2809	0.26
15 S	13 E	WM	20	NW NW	11	201	4.4
15 S	13 E	WM	21	SW NW	11	2800	0.35
15 S	13 E	WM	21	SW NW	11	200	0.25
15 S	13 E	WM	21	SW NW	11	300	0.25
15 S	13 E	WM	30	NW NW	11	902	3.0
17 S	12 E	WM	23	NE NE	1	106	6.8
17 S	12 E	WM	23	NW SW	1	1001	0.7
17 S	12 E	WM	26	NE SW	1	705	4.7
17 S	12 E	WM	28	NE SW	1	200	1.86
17 S	13 E	WM	31	NE SE	1	1100	3.0
17 S	14 E	WM	22	NE SE	1	801	0.2
18 S	13 E	WM	12	SE NW	1	501	0.4

T 10544

MP 113

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
18 S	11 E	WM	13	SW NE	Central Oregon Canal POD #1 – 1520 feet South & 1535 feet West from the NE corner of Section 13
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

3. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

4. The instream use is as follows:
Deschutes River tributary to the Columbia River

Instream Reach #1: From POD #1 to POD #11 (both as described in Finding of Fact #3)

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.121 Season 2: 0.162 Season 3: 0.300	96.26	April 1 – Oct. 26

Instream Reach #2: From POD #11 to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.505 Season 2: 0.673 Season 3: 1.247	400.28	April 1 – Oct. 26

5. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under Certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

The total volume protected instream shall not exceed 400.28 AF.

6. There is a supplemental water right, Certificate 76714, appurtenant to all or a portion of the lands described in Finding of Fact # 2. The Lessor and Lessee have requested that this water right not be included as part of this lease application. During the term of the lease, water use under this right will also be suspended.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new

T 10544 MP 113

injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

9. The lease application identifies the term of the lease as extending through 2011. However, the Lessee and Lessor have clarified that the term of this lease should only extend through 2007. Therefore, this lease will terminate on October 31, 2007.

Preliminary Award of Deschutes Basin Mitigation Credits

10. The Lessee, a mitigation bank chartered by the Water Resources Commission, has requested that the portion of the right to be protected instream be used to generate mitigation credits.

11. The Department assigned this mitigation credit project number MP-98.

12. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6). The Department also provided notice of the mitigation credit project to the Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, Oregon Parks and Recreation Department, Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2). Comments were received from Oregon Parks and Recreation Department. These comments identified that the proposed lease will contribute to flows necessary for recreation and aesthetic and scenic attraction.

13. No modifications were made to the lease based on the comments received.

14. The Department finds that **132.2** mitigation credits may be awarded to this mitigation credit project and assigned to the DWE Mitigation Bank. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the **General and Middle Deschutes Zones of Impact.**

15. The mitigation credits expire on December 31, 2007.

16. The use and maintenance of the mitigation credits is subject to the terms and conditions of the DWE Mitigation Bank Charter.

17. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of the Final Order approving the proposed instream lease shall result in completion of the project and verification that the project is complete.

No precedent is set by this Final Order as to the amount of mitigation credits that may be generated by a subsequent mitigation credit project.

MP 113

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease conforms to the applicable provisions of OAR 690-077-0015.

This mitigation project results in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

ORDER

Therefore, it is ORDERED:

1. That the Lease as described herein is APPROVED.

2. The former place of use will no longer receive water as part of these rights, any supplemental rights or any other layered water rights for irrigation use, including ground water registrations, during the term of the lease.

3. The lease will terminate on October 31, 2007.

4. **Final Award of Deschutes Basin Mitigation Credits:** Issuance of this Final Order results in completion of the project and verification by the Department that the project is complete. The Department concludes that the mitigation credit project is awarded mitigation credits, as described above, pursuant to OAR 690-521-0400 and ORS 537.746. Mitigation Credits, in the amount of **132.2** credits, as described herein, are awarded to this mitigation project and assigned to the DWE Mitigation Bank. Mitigation Credits may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the **General and Middle Deschutes Zones of Impact.**

5. Mitigation credits are valid until used (or until they expire or are terminated) to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

6. The mitigation credits shall expire on December 31, 2007.

7. The use and maintenance of the mitigation credits shall be subject to the terms and conditions of the DWE Mitigation Bank Charter.

Dated at Salem, Oregon this 19th day of April 2007.

Phillip C. Ward, Director

Mailing date: APR 24 2007 T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

CENTRAL OREGON IRRIGATION DISTRICT

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-15112

$41.00

00443632200600151120030032
03/06/2006 01:32:24 PM

D-D Cnt=1 Stn=26 SHIRLEY
$15.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Alterra Investments LLC, an Oregon Limited Liability Company, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 3.00 acres of COID water rights that are appurtenant to the lands listed in Exhibit A, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-08 SE SW 1100, and more particularly described as in Exhibit A, attached, and incorporated by this reference.

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

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 3.00 acres of water rights incurred.

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

Consideration for this Quitclaim: $3,600.00

Grantor:

Jason S. Adams for Alterra Investments LLC

Date 2/28/06

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on 2/28/06 by Jason S. Adams as member for Alterra Investments LLC

OFFICIAL SEAL
LINDSAY N THOMPSON
NOTARY PUBLIC-OREGON
COMMISSION NO. 393201
MY COMMISSION EXPIRES MAY 25, 2009

Notary Public

T 10544 MP 113

Grantee:

Date 3 March 2006

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on March 3, 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

Leslie Clark
Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

© Central Oregon Irrigation District 2006

T 10544 MP 113

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of Parcels One (1), Two (2) and Three (3) of Partition Plat No. 1992-37, filed August 4, 1992, a portion of the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section Eight (8), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a brass cap monumenting the South Quarter corner of Section 8, the initial point; thence South 89°58'26" West along the South line of the SE1/4SW1/4 of said Section, 49.68 feet to the boundary of Deschutes County Partition Plat No. 1992-37; thence North 02°22'34" West along said boundary, 30.03 feet to the North line of the South 30 feet of said SE1/4SW1/4 and to the North right of way of West Antler Avenue; thence South 89°58'26" West along said North lines, 363.18 feet to a ½ inch pipe and to the true point of beginning; thence North 00°22'52" East parallel with the West boundary of said Partition Plat, 214.12 feet to a ½ inch pipe; thence North 89°58'26" East, 352.87 feet to a ½ inch pipe on the East boundary of said Partition Plat; thence North 02°22'34" West along said boundary, 110.87 feet; thence North 17°04'27" West along said boundary, 329.75 feet; thence South 89°53'46" West along said boundary, 298.62 feet to a ½ inch pipe; thence South 00°22'52" West parallel with said West boundary, 639.76 feet to a ½ inch pipe on said North right of way; thence North 89°58'26" East along said North right of way, 50.00 feet to the true point of beginning.

EXCEPTING THEREFROM a parcel of land situate in a portion of the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section Eight (8), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at the South Quarter corner of Section 8, the initial point; thence South 89°58'26" West along the South line of the SE1/4SW1/4 of said Section, 49.68 feet to the boundary of Deschutes County Partition Plat No. 1992-37; thence North 02°22'34" West along said boundary, 355.18 feet to a ½ inch rebar; thence North 17°04'27" West along said boundary, 193.19 feet to the true point of beginning; thence West, 204.38 feet; thence North 07°52'00" East, 131.51 feet to said boundary; thence North 89°53'46" East along said boundary, 146.29 feet; thence South 17°04'27" East along said boundary, 136.56 feet to the true point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

February 6, 2006
Title Number : 086914
Title Officer : STACY REX
Fee : $150.00

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

See Attached Exhibit "A"

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

We find that the last deed of record runs to:

ALTERRA INVESTMENTS LLC, an Oregon Limited Liability Company

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $661,000.00
   Dated: December 23, 2005
   Recorded: December 29, 2005
   Volume-Page: 2005-89611, Deschutes County Records
   Grantor: Alterra Investments LLC, an Oregon Limited Liability Company
   Trustee: Western Title and Escrow Company
   Beneficiary: Columbia River Bank
   (Said Deed of Trust is a Line of Credit Deed of Trust)

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 08CD 01100
Account No. [redacted]

NOTE: The 2005-2006 Taxes: $1,546.57, Paid in full.

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

T 10544 MP 113

2005 OREGON BUSINESS 100 BEST COMPANIES TO WORK FOR

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

AmeriTitle

By: Stacy Rex
Stacy Rex, Title Officer
SR:kg

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

T 10544 NP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of Parcels One (1), Two (2) and Three (3) of Partition Plat No. 1992-37, filed August 4, 1992, a portion of the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section Eight (8), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

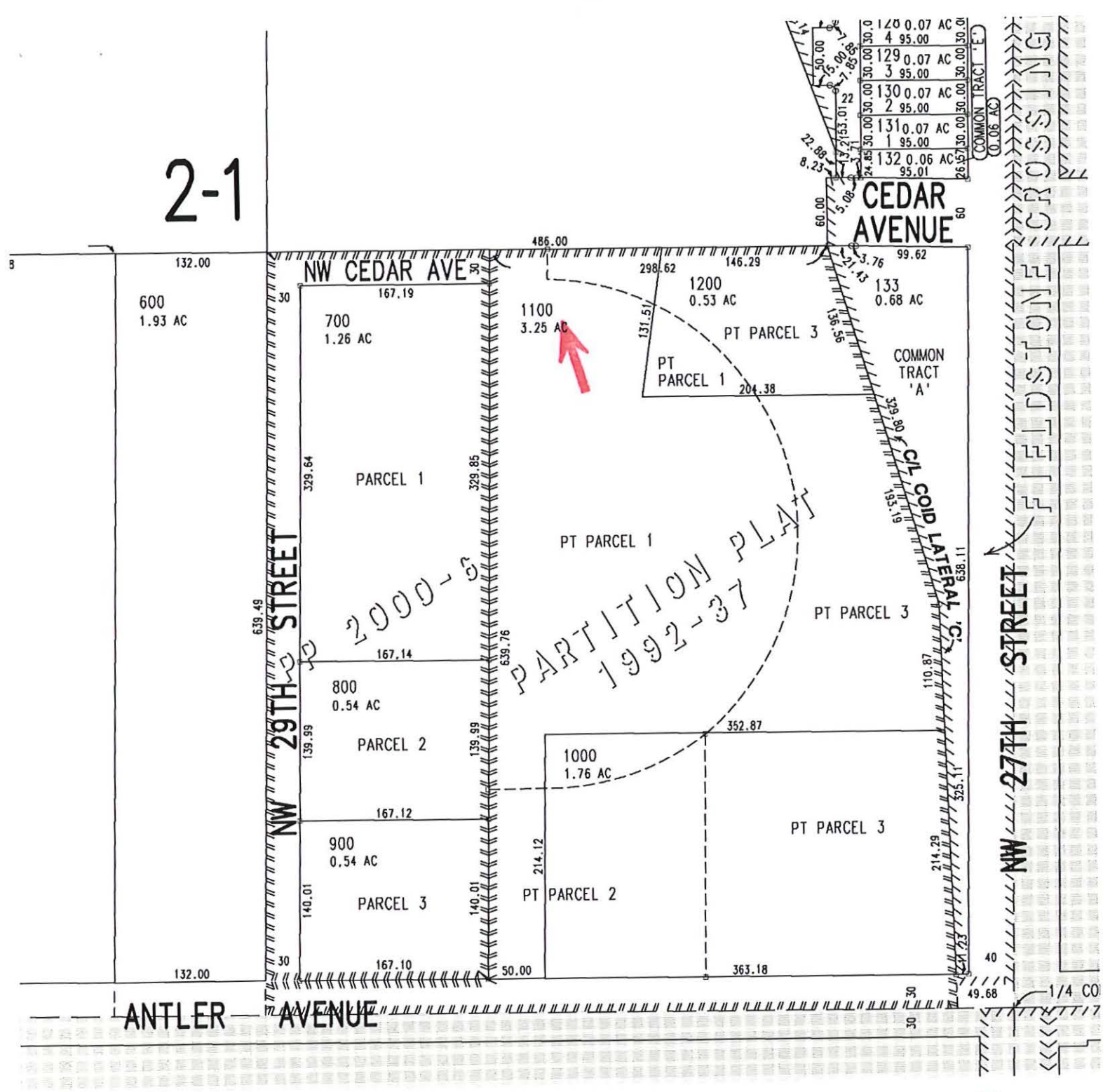
Commencing at a brass cap monumenting the South Quarter corner of Section 8, the initial point; thence South 89°58'26" West along the South line of the SE1/4SW1/4 of said Section, 49.68 feet to the boundary of Deschutes County Partition Plat No. 1992-37; thence North 02°22'34" West along said boundary, 30.03 feet to the North line of the South 30 feet of said SE1/4SW1/4 and to the North right of way of West Antler Avenue; thence South 89°58'26" West along said North lines, 363.18 feet to a ½ inch pipe and to the true point of beginning; thence North 00°22'52" East parallel with the West boundary of said Partition Plat, 214.12 feet to a ½ inch pipe; thence North 89°58'26" East, 352.87 feet to a ½ inch pipe on the East boundary of said Partition Plat; thence North 02°22'34" West along said boundary, 110.87 feet; thence North 17°04'27" West along said boundary, 329.75 feet; thence South 89°53'46" West along said boundary, 298.62 feet to a ½ inch pipe; thence South 00°22'52" West parallel with said West boundary, 639.76 feet to a ½ inch pipe on said North right of way; thence North 89°58'26" East along said North right of way, 50.00 feet to the true point of beginning.

EXCEPTING THEREFROM a parcel of land situate in a portion of the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section Eight (8), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at the South Quarter corner of Section 8, the initial point; thence South 89°58'26" West along the South line of the SE1/4SW1/4 of said Section, 49.68 feet to the boundary of Deschutes County Partition Plat No. 1992-37; thence North 02°22'34" West along said boundary, 355.18 feet to a ½ inch rebar; thence North 17°04'27" West along said boundary, 193.19 feet to the true point of beginning; thence West, 204.38 feet; thence North 07°52'00" East, 131.51 feet to said boundary; thence North 89°53'46" East along said boundary, 146.29 feet; thence South 17°04'27" East along said boundary, 136.56 feet to the true point of beginning.

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON



COMPLIMENTS OF AmeriTitle

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

T 10544 MP 113

36

WARRANTY DEED -- STATUTORY FORM

2

DELORES DINKEL, Grantor, conveys and warrants to ALTERRA INVESTMENTS LLC, AN OREGON LIMITED LIABILITY COMPANY, the following described real property, free of encumbrances except as specifically set forth herein, to wit:

PER ATTACHED EXHIBIT "A"

Tax Account No(s): [redacted]
Map/Tax Lot No(s): 151308 CD 01100

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

The true consideration for this conveyance is $ 290,000.00.

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

Dated this 28 day of December, 2005.

DELORES DINKEL

STATE OF OREGON, COUNTY OF DESCHUTES) SS.

This instrument was acknowledged before me on December 28, 2005 by DELORES DINKEL.

(Notary Public for Oregon)
My commission expires

OFFICIAL SEAL
P YANCEY
NOTARY PUBLIC - OREGON
COMMISSION NO. 363751
MY COMMISSION EXPIRES FEB. 9, 2007

After recording return to:
ALTERRA INVESTMENTS LLC,
AN OREGON LIMITED LIABILITY COMPANY
PO BOX 1385
BEND, OR 97709

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

TITLE NO. 12-0027405
ESCROW NO. 12-0027405

RECORDED BY
WESTERN TITLE & ESCROW CO.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2005-89610
$36.00
00426897200500896100020025
12/29/2005 02:11:09 PM
D-D Cnt=1 Stn=26 SHIRLEY
$10.00 $11.00 $10.00 $5.00

T 10544 MP 113

EXHIBIT "A"

A portion of Parcels 1, 2 and 3 of Partition Plat No. 1992-37, filed August 4, 1992, a portion of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 8, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows: Commencing at a brass cap monumenting the South Quarter corner of Section 8, the initial point; thence South 89°58'26" West along the South line of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of said Section, 49.68 feet to the boundary of Deschutes County Partition Plat No. 1992-37; thence North 02°22'34" West along said boundary, 30.03 feet to the North line of the South 30 feet of said Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) and to the North right-of-way of West Antler Avenue; thence South 89°58'26" West along said North lines, 363.18 feet to a 1/2 inch pipe and to the TRUE POINT OF BEGINNING; thence North 00°22'52" East parallel with the West boundary of said Partition Plat, 214.12 feet to a 1/2 inch pipe; thence North 89°58'26" East, 352.87 feet to a 1/2 inch pipe on the East boundary of said Partition Plat; thence North 02°22'34" West along said boundary, 110.87 feet; thence North 17°04'27" West along said boundary, 329.75 feet; thence South 89°53'46" West along said boundary, 298.62 feet to a 1/2 inch pipe; thence South 00°22'52" West parallel with said West boundary, 639.76 feet to a 1/2 inch pipe on said North right-of-way; thence North 89°58'26" East along said North right-of-way, 50.00 feet to the TRUE POINT OF BEGINNING. EXCEPTING THEREFROM a parcel of land situate in a portion of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 8, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows: Commencing at the South Quarter corner of Section 8, the initial point; thence South 89°58'26" West along the South line of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of said Section, 49.68 feet to the boundary of Deschutes County Partition Plat No. 1992-37; thence North 02°22'34" West along said boundary, 355.18 feet to a 1/2 inch rebar; thence North 17°04'27" West along said boundary, 193.19 feet to the TRUE POINT OF BEGINNING; thence West, 204.38 feet; thence North 07°52'00" East, 131.51 feet to said boundary; thence North 89°53'46" East along said boundary, 146.29 feet; thence South 17°04'27" East along said boundary, 136.56 feet to the TRUE POINT OF BEGINNING.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

66

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2005-89611
$56.00
00426898200500896110080083
12/29/2005 02:11:09 PM
M-DT Cnt=1 Stn=26 SHIRLEY
$40.00 $11.00 $10.00 $5.00

RECORDATION REQUESTED BY:
Columbia River Bank
Shevlin Center
925 SW Emkay Dr., Suite 100
Bend, OR 97702

WHEN RECORDED MAIL TO:
Columbia River Bank
Bend - Shevlin Center
925 SW Emkay Dr., Suite 100
Bend, OR 97702

8

SEND TAX NOTICES TO:
ALTERRA INVESTMENTS LLC
824 NW FEDERAL
BEND, OR 97701

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

RECORDED BY
WESTERN TITLE & ESCROW CO.
12-0027405

0340

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

LINE OF CREDIT INSTRUMENT

LINE OF CREDIT DEED OF TRUST. (A) This Deed of Trust is a LINE OF CREDIT INSTRUMENT. (B) The maximum principal amount to be advanced pursuant to the Note is $661,000. (C) The term of the Note commences on the date of this Deed of Trust and ends on November 23, 2006.

THIS DEED OF TRUST is dated December 23, 2005, among ALTERRA INVESTMENTS LLC, an Oregon Limited Liability Company ("Grantor"); Columbia River Bank, whose address is Shevlin Center, 925 SW Emkay Dr., Suite 100, Bend, OR 97702 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and WESTERN TITLE & ESCROW, whose address is 1345 NW WALL ST, BEND, OR 97701 (referred to below as "Trustee").

Conveyance and Grant. For valuable consideration, represented in the Note dated December 23, 2005, in the original principal amount of $661,000.00, from Grantor to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in DESCHUTES County, State of Oregon:**

See EXHIBIT A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as PORTION PARCELS 1, 2 & 3; PPN 1992-37, REDMOND, OR 97756. The Real Property tax identification number is TAX LOT # 15-13-08-CD-01100 ACC. NO. 201625, CODE 2-001.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

Payment and Performance. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

Possession and Maintenance of the Property. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property; (b) use, operate or manage the Property; and (c) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Due on Sale - Consent By Lender. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of

Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

Taxes and Liens. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

Property Damage Insurance. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

Tax and Insurance Reserves. Subject to any limitations set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by advance payment or monthly payments of a sum estimated by Lender to be sufficient to produce, amounts at least equal to the taxes, assessments, and insurance premiums to be paid. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Deed of Trust shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Grantor shall pay such shortage or deficiency as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Grantor, and Lender is not Grantor's agent for payment of the taxes and assessments required to be paid by Grantor.

Lender's Expenditures. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (1) be payable on demand; (2) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (a) the term of any applicable insurance policy; or (b) the remaining term of the Note; or (3) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

Warranty; Defense of Title. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Condemnation. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

Imposition of Taxes, Fees and Charges By Governmental Authorities. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

Security Agreement; Financing Statements. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

Further Assurances; Attorney-in-Fact. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

Full Performance. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

Events of Default. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished

or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (a) cures the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Rights and Remedies on Default. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

Powers and Obligations of Trustee. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of DESCHUTES County, State of Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Notices. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Miscellaneous Provisions. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Deed of Trust or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; foreclosing by notice and sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Deed of Trust shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Oregon.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all Indebtedness secured by this Deed of Trust.

Commercial Deed of Trust. Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not change the use of the Property without Lender's prior written consent.

Definitions. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Columbia River Bank, and its successors and assigns.

Borrower. The word "Borrower" means ALTERRA INVESTMENTS LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Line of Credit Instrument among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means ALTERRA INVESTMENTS LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Columbia River Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated December 23, 2005, **in the original principal amount of $661,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is November 23, 2006.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means WESTERN TITLE & ESCROW, whose address is 1345 NW WALL ST, BEND, OR 97701 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

ALTERRA INVESTMENTS LLC

By: _____
JASON S. ADAMS, Manager of ALTERRA INVESTMENTS LLC

LENDER:

COLUMBIA RIVER BANK

X _____
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Lincoln)

OFFICIAL SEAL
CASEY GRIFFITH
NOTARY PUBLIC-OREGON
COMMISSION NO. 396678
MY COMMISSION EXPIRES OCTOBER 8, 2009

On this 27th day of DECEMBER, 20 05, before me, the undersigned Notary Public, personally appeared **JASON S. ADAMS, Manager of ALTERRA INVESTMENTS LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By _____ Residing at Newport OR.
Notary Public in and for the State of Oregon My commission expires 10/8/09

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

OFFICIAL SEAL
CASEY GRIFFITH
NOTARY PUBLIC-OREGON
COMMISSION NO. 396678
MY COMMISSION EXPIRES OCTOBER 8, 2009

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By _____ Residing at _____

Notary Public in and for the State of _____ My commission expires _____

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

_____.

Date: _____ Beneficiary: _____

By: _____

Its: _____

LASER PRO Lending, Ver. 5.30.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - OR H:\CFI\LPL\G01.FC TR-15118 PR-26

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

EXHIBIT "A"

A portion of Parcels 1, 2 and 3 of Partition Plat No. 1992-37, filed August 4, 1992, a portion of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of Section 8, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a brass cap monumenting the South Quarter corner of Section 8, the initial point; thence South 89°58'26" West along the South line of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section, 49.68 feet to the boundary of Deschutes County Partition Plat No. 1992-37; thence North 02°22'34" West along said boundary, 30.03 feet to the North line of the South 30 feet of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) and to the North right-of-way of West Antler Avenue; thence South 89°58'26" West along said North lines, 363.18 feet to a ½ inch pipe and to the TRUE POINT OF BEGINNING; thence North 00°22'52" East parallel with the West boundary of said Partition Plat, 214.12 feet to a ½ inch pipe; thence North 89°58'26" East, 352.87 feet to a ½ inch pipe on the East boundary of said Partition Plat; thence North 02°22'34" West along said boundary, 110.87 feet; thence North 17°04'27" West along said boundary, 329.75 feet; thence South 89°53'46" West along said boundary, 298.62 feet to a ½ inch pipe; thence South 00°22'52" West parallel with said West boundary, 639.76 feet to a ½ inch pipe on said North right-of-way; thence North 89°58'26" East along said North right-of-way, 50.00 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM a parcel of land situate in a portion of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of Section 8, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at the South Quarter corner of Section 8, the initial point; thence South 89°58'26" West along the South line of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section, 49.68 feet to the boundary of Deschutes County Partition Plat No. 1992-37; thence North 02°22'34" West along said boundary, 355.18 feet to a ½ inch rebar; thence North 17°04'27" West along said boundary, 193.19 feet to the TRUE POINT OF BEGINNING; thence West, 204.38 feet; thence North 07°52'00" East, 131.51 feet to said boundary; thence North 89°53'46" East along said boundary, 146.29 feet; thence South 17°04'27" East along said boundary, 136.56 feet to the TRUE POINT OF BEGINNING.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

OPERATING AGREEMENT
ALTERRA INVESTMENTS, L.L.C.,
An Oregon Limited Liability Company

THIS OPERATING AGREEMENT (this "Agreement") is made and entered into effective October 19, 2004, by and between **Alterra Investments, L.L.C.**, an Oregon limited liability company (the "Company"), and **Jason S. Adams** (the "Member").

SECTION 1. THE LIMITED LIABILITY COMPANY

1.1 Formation. Effective October 19, 2004, the Member shall cause the organization of an Oregon limited liability company under the name **Alterra Investments, L.L.C.** by filing Articles of Organization with the Oregon Secretary of State. Simultaneously with the formation of the Company, the Company and the Member enter into an operating agreement for the Company as set fort in this agreement. The rights and obligations of the Member are as provided in the Oregon Limited Liability Company Act (the "Act"), except as otherwise expressly provided in this Agreement.

1.2 Name. The business of the Company will be conducted under the name **Alterra Investments, L.L.C.**

1.3 Purpose. The Company may conduct or promote any lawful business or purpose that a partnership or corporation may conduct or promote.

1.4 Offices. The company maintains its principal business office within Oregon at 824 NW Federal, Bend, Oregon 97701.

1.5 Registered Agent. Jason S. Adams is the Company's registered agent in Oregon and the address of the registered office is at 824 NW Federal, Bend, OR 97702.

1.6 Term. The Term of the Company commences on October 2, 2004, and shall be perpetual until terminated as provided in this Agreement.

1.7 Name and Address of Member. The Member's name and address is:

Jason S. Adams
PO Box 1385
Bend, OR 97701

1.8 Admission of Additional Members. No Additional members may be admitted to the Company without the prior approval of the Member. Upon the admission of a second Member, the Agreement shall be revised to address the relative rights and obligations of the Members and the change of status for income tax purposes.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

SECTION 2. CAPITOL CONTRIBUTIONS

2.1 Initial Capitol Contributions. Contemporaneously with the organization of the Company, the Member shall contribute to the Company the assets (subject to the liabilities) described on Exhibit A to this Agreement in exchange for a 100% ownership interest (the "Interest") in the Company.

2.2 Additional Capitol Contributions. The Member is not required to make, and has made no commitment to make, any additional capital contributions to the Company. Notwithstanding the foregoing, the Member may, from time to time, make additional contributions to the capital of the Company in such amounts as the Member determines is necessary. In the absence of a binding written commitment signed by the member to make additional capital contributions to the Company, the sole determination that the Member has made or has agreed to make an additional capital contributions to the Company shall be the transfer by the Member of cash or other property to the company with evidence that the transfer was not debt, including open account debt.

SECTION 3. ALLOCATION OF PROFITS AND LOSES; DISTRIBUTIONS

3.1 Allocations of Income and Loss. All items of income, gain, loss, deduction, and credit will be allocated 100% to the member. For federal and state income tax purposes, all items of Company income, gain, loss, and deduction will be reported on the Member's separate tax returns.

3.2 Distributions. No distribution may be made to the Member if, after giving effect to the distribution, in the judgment of the Member, either (1) the Company would not be able to pay its debts as they become due in the ordinary course of business or (2) the fair value of the total assets of the Company would not at least equal its total liabilities. Subject to the forgoing limitation, the Company will make such distributions to the Member in such amounts as the Member determines.

SECTION 4. POWERS AND DUTIES OF MEMBER

4.1 Management of Company. The management and control of the Company and its business and affairs will be vested in the Member. The Member will have all the rights and powers that may be possessed by a Member in a Member in a member-managed limited liability company pursuant to the Act and those rights and powers that are otherwise conferred by law or that are necessary, advisable, or convenient to the discharge of the Member's duties under this Agreement and to the management of the business and affairs of the Company; provided, however, notwithstanding the foregoing, the Member shall not be required to perform services for the Company solely by virtue of being a Member. Without limiting the generality of the foregoing, the Member will have the following rights and powers (which the Member may exercise at the cost, expense, and risk of the Company):

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

(1) To expend the funds of the Company in furtherance of the Company's business;

(2) To perform all acts necessary to manage and operate the business of the Company, including engaging such persons as the Member deems advisable to assist in the management of the Company;

(3) To execute, deliver, and perform on behalf of and in the name of the Company any and all agreements and documents deemed necessary or desirable by the Member to carry out the business of the Company, including any lease, deed, easement, bill of sale, mortgage, trust deed, security agreement, contract of sale, or other document conveying, leasing, or granting a security interest in the interest of the Company in any of its assets, or any part thereof, whether held in the Company's name, the name of the Member, or otherwise, and no other signature or signatures will be required for any such instrument to be valid, binding, and enforceable against the Company in accordance with its terms;

(4) To borrow or raise moneys on behalf of the Company in the Company's name or in the name of the Member for the benefit of the Company and, from time to time, to draw, make, accept, endorse, execute, and issue promissory notes, drafts, checks, and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure the payment thereof by mortgage, security agreement, pledge, or conveyance or assignment in trust of the whole or any part of the assets of the Company, including contract rights, and not other signature or signatures will be required for any such instrument to be valid, binding, and enforceable against the company in accordance with its terms.

4.2 Limitation on Liability of Member. No member or agent of the Company shall have any personal obligation for any liabilities of the Company by reason of being a Member or agent of the Company. The member will not have any liability to the Company for any loss suffered by the Company which arises out of any action, omission, or error in judgment of the Member, which act, omission, or error did not constitute fraud.

4.3 Indemnification of Member. The Member shall be indemnified by the Company against any losses, judgments, liabilities, expenses, and amounts paid in settlement of any claims sustained against the Company or against the Member in connection with the Company, including, without limitation, attorney fees at trial and on appeal as incurred. The satisfaction of any indemnification and any saving harmless will be from, and limited to, Company assets, and the Member will not have any personal liability on account of such indemnification.

4.4 Dealing with the Company. The Member and any affiliates of or persons related to the Member, may deal with the Company, by providing or receiving property and services to or from the Company, and may receive from other or from the Company profits, compensation, commissions, or other income incident to such dealings as long as

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT

T 10544 MP 113

such profits, compensation, commissions, or other income is not proved beyond a reasonable doubt to be in excess of fair market value. To the maximum extent permitted by law, the Member shall not have or owe any fiduciary duties to the Company. Without limiting the generality of the foregoing, under no circumstances shall any person or entity, whether a creditor, incidental beneficiary, or otherwise, have any right or entitlement derivative of the Company or any ability to assert any claims by, through, or on behalf of the Company, including, without limitation, a claim that the Member has breached a fiduciary duty owed to the Company.

4.5 Loans. The Member may, but will not be obligated to, make loans to the Company to cover the Company's cash requirements, and such loans will bear interest at a rate determined by the Member.

SECTION 5. SALARIES AND REIMBURSEMENT OF EXPENSES

5.1 Organization Expenses. The Company will pay all expenses incurred in connection with organization of the Company.

5.2 Other Company Expenses. The Member will charge the Company for the Member's actual out-of-pocket expenses incurred in connection with the Company's business

5.3 Salaries. The Member will be paid such compensation as is specifically authorized by the Member.

SECTION 6. BOOKS OF ACCOUNT AND BANKING

6.1 Books of Account. The Company's books and records and this Agreement will be maintained at the principal office of the Company. The Member will keep and maintain books and records of the operations of the Company that are appropriate and adequate for the Company's business and for carrying out this Agreement.

6.2 Banking. All funds of the Company are to be deposited in a separate bank account or in an account or accounts of a savings and loan association as determined by the Member. Such funds may be withdrawn from such account or accounts on the signature of the Member and/or of any such other person or persons as are designated by the Member in writing.

SECTION 7. ASSIGNMENT OF INTERESTS; SUBSTITUTION OF MEMBERS

A Member may dispose of all or any portion of his or her Interest. If the Member transfers his or her entire Interest, then the transferee shall be admitted as a substituted Member on completion of the transfer without further action and shall thereafter be the Member for purposes of this Agreement. If the Member transfers less than his or her

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

entire Interest, then the transferee shall be admitted as a substituted Member with respect to the transferred Interest on the written consent of the Member.

SECTION 8. DISSOLUTION AND WINDING UP OF THE COMPANY

8.1 Dissolution. The Company will be dissolved only on the happening of any of the following events:

(1) The express determination of the Member to dissolve the Company; or

(2) By operation of law.

Without limiting the generality of the foregoing, the death, adjudicated incompetency, bankruptcy, or insolvency of the Member or the occurrence of any other event that terminates the membership of the Member in the Company shall not cause or result in a dissolution of the Company.

8.2 Winding Up. On the dissolution of the Company, the Member will take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed in the following order:

(1) To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities; and

(2) To the Member.

SECTION 9. GENERAL PROVISIONS

9.1 Amendments. A proposed amendment will be adopted and become effective as an amendment only on the written approval of the Member.

9.2 Entire Agreement. This Agreement, including the attached Exhibit and any other document to be furnished pursuant to the provisions hereof, embodies the entire agreement and understanding of the parties to the agreement regarding the subject matter contained in it.

There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the parties regarding the subject matter hereof.

9.3 Severability. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision shall be severed from this Agreement, the

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

MP 113
T 10544

balance of the Agreement shall survive, and the balance of the Agreement shall reasonably be construed so as to carry out the intent of the parties as evidenced by the terms of the Agreement.

9.4 Governing Law. This Agreement and the rights of the parties under it will be governed by and interpreted in accordance with the laws of the state of Oregon (without regard to principles of conflicts of law).

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date and year first above written.

"Company"

ALTERRA INVESTMENTS, L.L.C.

By: _____
Jason S. Adams

"Member"

JASON S. ADAMS

By: _____
Jason S. Adams

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

EXHIBIT A

Schedule of Assets and Liabilities

$100 Cash

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Water Right Transfer Supplemental Form A
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,
mailing address 2598 N Hwy 97 Redmond OR 97756
telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

☒ Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application, or

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation ☒ Professional expertise

3. My knowledge is specific to the use of water at the following locations:

Township	Range	Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
15 S	13 E	WM	08	SE SW	TL 1100	3.00

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

(continues on reverse side)

Please print legibly or type. Be as specific as possible. Attach additional pages if you need more space. Supporting documentation must be attached.

T 10544 MP 113

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

Cereal crop for pasture

5. The water delivery system used to apply water as authorized by the right is described below:

Delivered through C-16-1. Pump w/sprinklers during rotation, above ground main line w/solid set sprinklers

6. One or more of the following documentation supporting the above statements is attached:

- ☐ Copy of a water right certificate that was issued within the last five years (not a remaining right certificate),
- ☐ Copies of receipts from sales of irrigated crops or for expenditures relating to the use of water,
- ☒ Records such as Farm Service Agency crop reports, irrigation district records, an NRCS farm management plan, or records of other water suppliers,
- ☐ Dated aerial photographs of the lands or other photographs containing sufficient detail to establish the location and date of the photograph,
- ☐ Dedicated power usage records or receipts,
- ☒ Other: 2005 photos

Cary D Renhollow
Signature of Affiant

4-7-06
Date

Signed and sworn to (or affirmed) before me this 7th day of April, 2006.

Leslie Clark
Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

My Commission Expires: _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Please print legibly or type. Be as specific as possible. Attach additional pages if you need more space. Supporting documentation must be attached.

T 10544 MP 113

REQUEST FOR INFORMATION
and/or APPROVAL TO **REMOVE** WATER

TO: Cary Date:

The following customer has asked to remove water from the following property:

NAME: Ben Hinchliffe PHONE: 771-4944
Alterra Investments

ADDRESS: 3320 NE Zamia

TAX LOT 15-13-08 SESW 1100

OF ACRES CURRENTLY on property: 3.0

of ACRES TO BE REMOVED: 3.0 Acres Remaining: 0

Which Canal ? PBC

IMPORTANT INFO: OK 1/16/06 CP

COMMENTS:

If removing only a portion of a water right, please complete below:

☐ Visual inspection dated:_____ (initials) _____

☐ GPS water right "off" (date):_____ (initials) _____

☐ Are currently owned water rights being beneficially used? X YES _____ NO

☒ Last Year beneficially used 2005

POSSIBLE INJURY:

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Return to Leslie

T 10544 MP 113

WATER RIGHT TRANSFER
AFFIDAVIT ATTESTING TO THE USE OF WATER DURING THE PREVIOUS FIVE YEARS

State of Oregon)
) ss
County of _____)

I _____, in my capacity as _____,
mailing address _____,
telephone number _____, being first duly sworn depose and say:

1. I attest that water was used during the previous five years on the entire authorized place of use of the water right subject to transfer as described by the accompanying transfer application. My knowledge of the exercise of the water right is based on (check one):

   ☐ Personal observation

   ☐ Professional expertise

2. My knowledge is specific to the use of water at the following location(s):

   _____ ¼ _____ ¼
   _____ ¼ _____ ¼
   _____ ¼ _____ ¼
   Section _____
   Township _____ N/S Range _____ E/W

3. The water right was exercised for the authorized purposes and is described as follows:
   XX Cereal crop for pasture

4. The water delivery system used to apply water as authorized by the water right is described as follows:
   Describe system: Pump w/ sprinklers during rotation above ground mainline w/ solid set sprinklers

   Describe Pump if applicable:

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

(continues on reverse side)

PLEASE PRINT LEGIBLY OR TYPE. PLEASE BE AS SPECIFIC AS POSSIBLE. ATTACH ADDITIONAL PAGES IF YOU NEED MORE SPACE. SUPPORTING DOCUMENTATION MUST BE ATTACHED.
June 2003

T 10544 MP 113

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Short-Term Lease of Existing Water Rights for Instream Use, Certificate 76358, Crook and Deschutes County	))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating short-term instream lease applications.

Lessor
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes River Conservancy (DRC)
PO Box 1560
Bend, OR 97709
ghubert@deschutesrc.org

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Findings of Fact

1. On June 26, 2006, COID and the DRC filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number L-765.

2. Interest in a portion of the water right to be leased instream has been quit claimed from the original land owners. The lease application form identifies COID as the interest holder in the water right. Individual quit claim deeds, along with supporting documentation, submitted with the application and on July 18 and 20, 2006, identify that interest in the portion of the right to be leased is held by COID. The Department has determined that COID is an interest holder in the right and is authorized to lease the water rights instream.

3. The right to be leased is as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 15.3 acres from Point of Diversion (POD) #1 and 35.41 acres from POD #11
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

T 10544 MP 113

Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

POD #1

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.19 CFS	0.26 CFS	0.34 CFS	
December 2, 1907			0.14 CFS	
Totals	0.19 CFS	0.26 CFS	0.47 CFS	151.62

POD #2

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.44 CFS	0.59 CFS	0.78 CFS	
December 2, 1907			0.31 CFS	
Totals	0.44 CFS	0.59 CFS	1.09 CFS	350.91

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.

Source: Deschutes River, tributary to the Columbia River

Place of Use:

Twp	Rng	Mer	Sec	Q-Q	POD	Tax Lot	Acres
14 S	13 E	WM	21	SE NW	11	700	1.7
14 S	13 E	WM	34	NE SE	11	2008	8.0
15 S	13 E	WM	8	SE SW	11	1100	3.0
15 S	13 E	WM	8	SW SE	11	2200	4.5
15 S	13 E	WM	9	NW NW	11	205	2.0
15 S	13 E	WM	9	NE SE	11	800	2.4
15 S	13 E	WM	10	NE NW	11	102	3.73
15 S	13 E	WM	10	SW NW	11	500	5.4
15 S	13 E	WM	20	SW NE	11	3700	0.38
15 S	13 E	WM	20	NE SW	11	6400	0.7
15 S	13 E	WM	30	NW NW	11	905	3.6
15 S	14 E	WM	26	NE NW	1	401	2.7
17 S	12 E	WM	34	SW SE	1	1800	1.4
17 S	12 E	WM	34	SW SE	1	1900	1.5
17 S	12 E	WM	35	SW SW	1	1100	1.5
18 S	12 E	WM	3	NE NE	1	1500	1.5
18 S	12 E	WM	3	SE SE	1	3700	1.0
18 S	12 E	WM	7	SW NE	1	800	0.7
18 S	12 E	WM	7	SW NE	1	801	1.2
18 S	12 E	WM	7	SE NE	1	800	1.4
18 S	12 E	WM	7	SE NW	1	801	0.2
18 S	12 E	WM	7	NW SE	1	800	0.2
18 S	12 E	WM	8	NW NW	1	711	2.0

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
18 S	11 E	WM	13	SW NE	Central Oregon Canal POD #1 – 1520 feet South & 1535 feet West from the NE corner of Section 13
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

T 10544 MP 113

4. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

5. The instream use is as follows:
Deschutes River tributary to the Columbia River

Instream Reach #1: From POD #1 to POD #11 (both as described in Finding of Fact #3)

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.105 Season 2: 0.140 Season 3: 0.260	83.39	April 1 – Oct. 26

Instream Reach #2: From POD #11 to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.349 Season 2: 0.465 Season 3: 0.861	276.39	April 1 – Oct. 26

6. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

The total volume protected instream shall not exceed 276.39 AF.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

9. The lease will terminate on October 31, 2006.

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease agreement conforms to the applicable provisions of OAR 690-077-0015.

T 10544 MP 113

ORDER

Therefore, it is ORDERED:

1. That the Short-Term Lease as described herein is APPROVED.

2. The former place of use shall no longer receive water as part of these rights during the term of the lease.

3. The lease shall terminate on October 31, 2006.

Dated at Salem, Oregon this 6th day of September 2006.

for Phillip C. Ward, Director

Mailing date: SEP 1 1 2006

T 10544 MP 113

CENTRAL OREGON IRRIGATION DISTRICT

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-33260
$36.00
00462872200600332600020029
05/15/2006 10:23:07 AM
D-D Cnt=1 Stn=4 TRACY
$10.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, A & M Ventures, LLC, an Oregon Limited Liability Company, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands described as; Lots Thirteen (13) and Fourteen (14) in FAIR ACRES ADDITION to the City of Redmond, Deschutes County, Oregon; release their claim and responsibility for 2.40 acres of COID water rights that are appurtenant to the described lands list to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31, 1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-09 NE SE 800.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 2.40 acres of water rights incurred.

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

Consideration for this Quitclaim: $2,880.00

Grantor: _____ Date 5/2/06

Bob McCoy, A & M Ventures LLC

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 2, 2006 by Bob McCoy as partner for A & M Ventures, LLC.

OFFICIAL SEAL
REBECCA A MENDOZA
NOTARY PUBLIC- OREGON
COMMISSION NO. 397098
MY COMMISSION EXPIRES SEP 13, 2009

Rebecca A Mendoza
Notary Public

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Grantee:

Steven C. Johnson, Secretary-Manager Central Oregon Irrigation District Date 9 May. 2006

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 9, 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401067
MY COMMISSION EXPIRES FEB 05, 2010

Notary Public

© Central Oregon Irrigation District 2006

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

February 22, 2006
Title Number : 087452
Title Officer : STACY REX
Fee : $150.00

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

Lots Thirteen (13) and Fourteen (14) in FAIR ACRES ADDITION to the City of Redmond, Deschutes County, Oregon.

and dated as of February 15, 2006 at 7:30 a.m.

We find that the last deed of record runs to:

A&M VENTURES, LLC, an Oregon Limited Liability Company

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $1,535,000.00
   Dated: September 19, 2003
   Recorded: October 15, 2003
   Volume-Page: 2003-71292, Deschutes County Records
   Grantor: A&M Ventures, LLC
   Trustee: U.S. Bank Trust Company, N.A.
   Beneficiary: U.S. Bank N.A.
   (Said Deed of Trust is a Line of Credit Deed of Trust)

   The terms of said Trust Deed were modified by instrument,
   Recorded: November 28, 2005
   Volume-Page: 2005-81421, Deschutes County Records

2. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $65,000.00
   Dated: September 19, 2003
   Recorded: October 15, 2003
   Volume-Page: 2003-71293, Deschutes County Records
   Grantor: A&M Ventures, LLC
   Trustee: U.S. Bank Trust Company, N.A.
   Beneficiary: U.S. Bank N.A.

   The terms of said Trust Deed were modified by instrument,
   Recorded: November 28, 2005
   Volume-Page: 2005-81420, Deschutes County Records

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

2005 OREGONIANS IN BUSINESS 100 BEST COMPANIES TO WORK FOR

3. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $100,000.00
   Dated: July 31, 2002
   Recorded: August 6, 2002
   Volume-Page: 2002-42433, Deschutes County Records
   Grantor: A&M Ventures, LLC, an Oregon limited liability company
   Trustee: Western Title & Escrow Company
   Beneficiary: Arthur L. Sproat and Ruby Cecelia Sproat, or the survivor thereof

   The lien of the above Deed of Trust was subordinated to the lien of the Deed of Trust shown as exception No. 1 above by instrument,
   Dated: October 7, 2003
   Recorded: October 15, 2003
   Volume-Page: 2003-71294, Deschutes County Records

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-039 Map and Tax Lot Number 15 13 09DA 00800
Account No. [redacted]

NOTE: The 2005-2006 Taxes: $28,386.02, Paid in full.

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

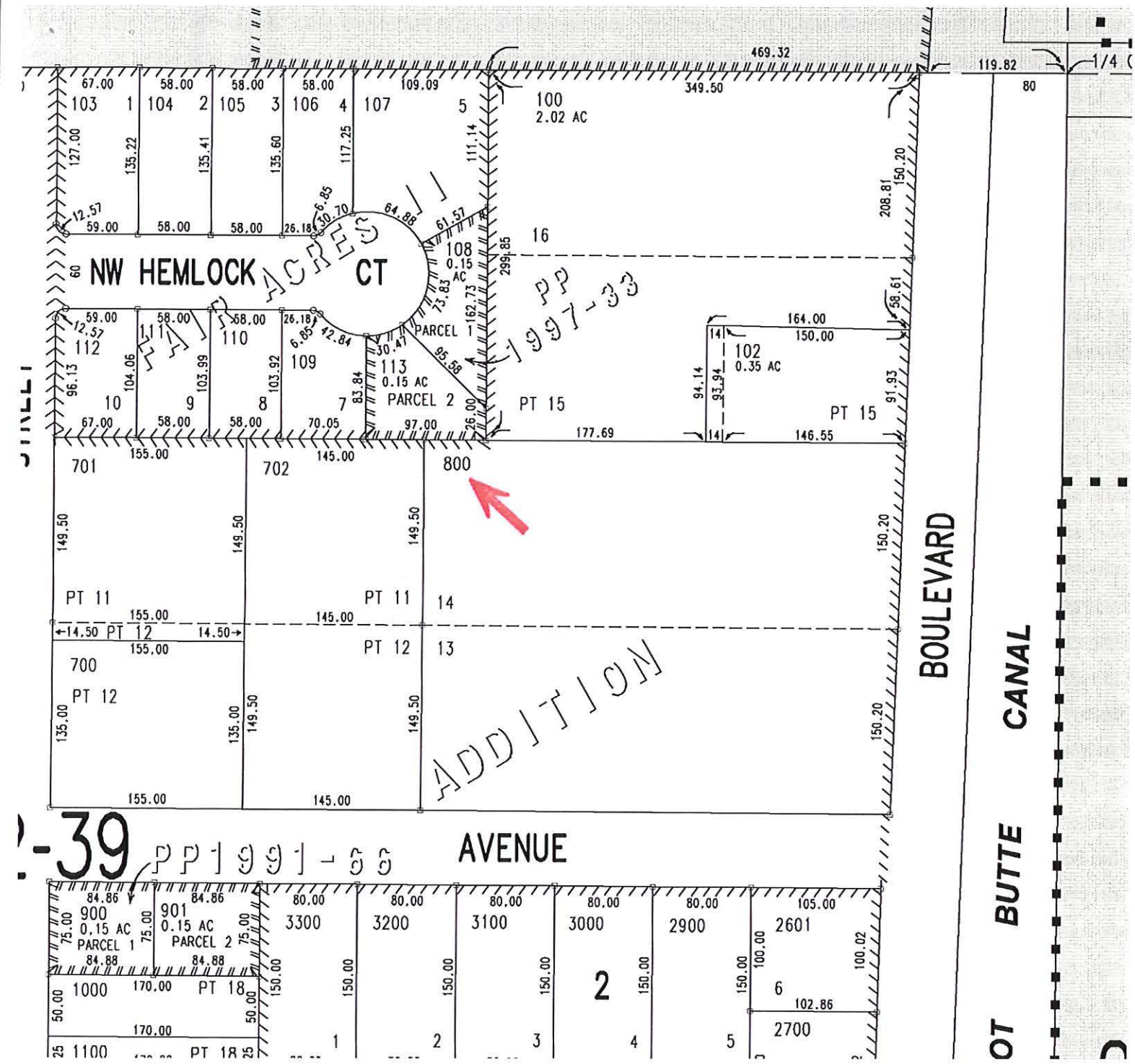
NOTE: This Irrigation District Report is being made with the understanding that it does not represent any form of title insurance and is not a commitment for a policy of insurance. The information provided herein is not a full examination of the subject property. Further, if any person, corporation or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

AmeriTitle

By: Stacy Rex
Stacy Rex, Title Examiner
SR:kw

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

N

COMPLIMENTS OF
AmeriTitle

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

T 10544 MP 113

WESTERN TITLE & ESCROW COMPANY

After recording return to:
A&M VENTURES, LLC
1972 NE 3rd Street, PMB 104
Bend, OR 97701

Until a change is requested all tax statements shall be sent to the following address:
A&M VENTURES, LLC
1972 NE 3rd Street, PMB 104
Bend, OR 97701

WARRANTY DEED -- STATUTORY FORM

ARTHUR L. SPROAT and RUBY CECILIA SPROAT, husband and wife, Grantor, conveys and warrants to A&M VENTURES, LLC, an Oregon Limited Liability Company, Grantee, the following described real property, free of encumbrances except as specifically set forth herein, to wit:

Lots 13 and 14, FAIR ACRES ADDITION, City of Redmond, Deschutes County, Oregon.

Tax Account No(s): [redacted]
Map/Tax Lot No(s): 15-13-09-DA-800

3

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

The true consideration for this conveyance is $ 250,000.00.

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

Dated this 1 day of August, 2002.

Arthur L. Sproat
ARTHUR L. SPROAT

Ruby Cecilia Sproat
RUBY CECILIA SPROAT

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

STATE OF OREGON, COUNTY OF DESCHUTES) ss.

This instrument was acknowledged before me on August 1, 2002 by ARTHUR L. SPROAT AND RUBY CECELIA SPROAT.

(Notary Public for Oregon)
My commission expires 12-9-05

OFFICIAL SEAL
JUDY SWIFT
NOTARY PUBLIC - OREGON
COMMISSION NO. 350954
MY COMMISSION EXPIRES DEC. 9, 2005

TITLE NO. 12-0084902
ESCROW NO. 12-0084902

Recorded By:
Western Title & Escrow Co.

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLOW, COUNTY CLERK
2002-42431
$31.00
08/06/2002 11:27:40 AM
D-D Cnt=1 Stn=4 PAM
$5.00 $11.00 $10.00 $5.00

F 10544 MP 113

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

T 10544 MP 113

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Leslie Clark
Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

T 10544 MP 113

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Short-Term Lease of Existing Water Rights for Instream Use, Certificate 76358, Crook and Deschutes County	))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating short-term instream lease applications.

Lessor
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes River Conservancy (DRC)
PO Box 1560
Bend, OR 97709
ghubert@deschutesrc.org

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Findings of Fact

1. On June 26, 2006, COID and the DRC filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number L-765.

2. Interest in a portion of the water right to be leased instream has been quit claimed from the original land owners. The lease application form identifies COID as the interest holder in the water right. Individual quit claim deeds, along with supporting documentation, submitted with the application and on July 18 and 20, 2006, identify that interest in the portion of the right to be leased is held by COID. The Department has determined that COID is an interest holder in the right and is authorized to lease the water rights instream.

3. The right to be leased is as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 15.3 acres from Point of Diversion (POD) #1 and 35.41 acres from POD #11
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

T 10544 MP 113

Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

POD #1

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.19 CFS	0.26 CFS	0.34 CFS	
December 2, 1907			0.14 CFS	
Totals	0.19 CFS	0.26 CFS	0.47 CFS	151.62

POD #2

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.44 CFS	0.59 CFS	0.78 CFS	
December 2, 1907			0.31 CFS	
Totals	0.44 CFS	0.59 CFS	1.09 CFS	350.91

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.

Source: Deschutes River, tributary to the Columbia River

Place of Use:

Twp	Rng	Mer	Sec	Q-Q	POD	Tax Lot	Acres
14 S	13 E	WM	21	SE NW	11	700	1.7
14 S	13 E	WM	34	NE SE	11	2008	8.0
15 S	13 E	WM	8	SE SW	11	1100	3.0
15 S	13 E	WM	8	SW SE	11	2200	4.5
15 S	13 E	WM	9	NW NW	11	205	2.0
15 S	13 E	WM	9	NE SE	11	800	2.4
15 S	13 E	WM	10	NE NW	11	102	3.73
15 S	13 E	WM	10	SW NW	11	500	5.4
15 S	13 E	WM	20	SW NE	11	3700	0.38
15 S	13 E	WM	20	NE SW	11	6400	0.7
15 S	13 E	WM	30	NW NW	11	905	3.6
15 S	14 E	WM	26	NE NW	1	401	2.7
17 S	12 E	WM	34	SW SE	1	1800	1.4
17 S	12 E	WM	34	SW SE	1	1900	1.5
17 S	12 E	WM	35	SW SW	1	1100	1.5
18 S	12 E	WM	3	NE NE	1	1500	1.5
18 S	12 E	WM	3	SE SE	1	3700	1.0
18 S	12 E	WM	7	SW NE	1	800	0.7
18 S	12 E	WM	7	SW NE	1	801	1.2
18 S	12 E	WM	7	SE NE	1	800	1.4
18 S	12 E	WM	7	SE NW	1	801	0.2
18 S	12 E	WM	7	NW SE	1	800	0.2
18 S	12 E	WM	8	NW NW	1	711	2.0

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
18 S	11 E	WM	13	SW NE	Central Oregon Canal POD #1 – 1520 feet South & 1535 feet West from the NE corner of Section 13
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

T 10544 MP 113

4. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

5. The instream use is as follows:
Deschutes River tributary to the Columbia River

Instream Reach #1: From POD #1 to POD #11 (both as described in Finding of Fact #3)

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.105 Season 2: 0.140 Season 3: 0.260	83.39	April 1 – Oct. 26

Instream Reach #2: From POD #11 to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.349 Season 2: 0.465 Season 3: 0.861	276.39	April 1 – Oct. 26

6. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

The total volume protected instream shall not exceed 276.39 AF.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

9. The lease will terminate on October 31, 2006.

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease agreement conforms to the applicable provisions of OAR 690-077-0015.

T 10544 MP 113

ORDER

Therefore, it is ORDERED:

1. That the Short-Term Lease as described herein is APPROVED.

2. The former place of use shall no longer receive water as part of these rights during the term of the lease.

3. The lease shall terminate on October 31, 2006.

Dated at Salem, Oregon this 6th day of September 2006.

for Phillip C. Ward, Director

Mailing date: SEP 1 1 2006

T 10544 MP 113

CENTRAL OREGON IRRIGATION DISTRICT

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-35860
$41.00
00465633200600358600030034
05/24/2006 01:36:49 PM
D-D Cnt=1 Stn=26 SHIRLEY
$15.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

3

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Michael R. Chilcott and Brenda L. Chilcott as tenants by the entirety, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands described as: Lot Three (3) Block Three (3) of VIEW ACRES, City of Redmond, Deschutes County, Oregon; release their claim and responsibility for 0.18 acres of COID water rights that are appurtenant to the described lands to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-20 NW SE 4900.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 0.18 acres of water rights incurred.

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

Consideration for this Quitclaim: $180.00

Grantor:

Michael R Chilcott Date 5-8-06
Michael R. Chilcott

Brenda L. Chilcott Date 5-8-06
Brenda L. Chilcott

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

OFFICIAL SEAL
MARIA A M ANDERSON
NOTARY PUBLIC- OREGON
COMMISSION NO. 397306
MY COMMISSION EXPIRES SEPT 18, 2009

This instrument was acknowledged before me on 05/08/2006 by Michael R. Chilcott.

Notary Public

T 10544 MP 113

State of Oregon)
) ss.
County of Deschutes)

OFFICIAL SEAL
MARIA A M ANDERSON
NOTARY PUBLIC- OREGON
COMMISSION NO. 397306
MY COMMISSION EXPIRES SEPT 18, 2009

This instrument was acknowledged before me on 05/08/2006 by Brenda L. Chilcott.

Notary Public

Grantee:

Date 15 May, 2006

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 15, 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

© Central Oregon Irrigation District 2006

T 10544 MP 113

18108.40 99-10665-1

WARRANTY DEED

MICHAEL A. COOLEY and LEE L. COOLEY, as tenants by the entirety, Grantor(s) hereby grant, bargain, sell, warrant and convey to: **MICHAEL R. CHILCOTT and BRENDA L. CHILCOTT, as tenants by the entirety,** Grantee(s) and grantee's heirs, successors and assigns the following described real property, free of encumbrances except as specifically set forth herein in the County of **DESCHUTES** and State of Oregon, to wit:

Lot Three (3) of Block Three (3) of VIEW ACRES, City of Redmond, Deschutes County, Oregon. EXCEPTING the Westerly 140.00 feet thereof.

TAX ACCOUNT NO.: [redacted]

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

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

The true and actual consideration for this conveyance is $ **86,000.00.**

Until a change is requested, all tax statements shall be sent to Grantee at the following address: **P.O. BOX 7736, BEND, OR 97708**

Dated this 26th day of Feb., 1999

Michael A. Cooley
MICHAEL A. COOLEY

Lee L Cooley
LEE L. COOLEY

STATE OF Oregon
COUNTY OF Deschutes ss. Feb. 2 19 ____

Personally appeared the above named Michael A. Cooley and Lee L Cooley

and acknowledged the foregoing instrument to be their voluntary act.

Before me:
Donna M. Robinson
Notary Public for OR
My commission expires 7-7-2000

(seal) OFFICIAL SEAL DONNA M. ROBINSON NOTARY PUBLIC - OREGON COMMISSION NO. 054421 MY COMMISSION EXPIRES JULY 7, 2000

ESCROW NO. RD018108RR

Return to:
MICHAEL R. CHILCOTT
P.O. BOX 7736
BEND, OR 97708

After recording, return to
Amerititle
15 OREGON AVENUE, BEND

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

March 30, 2005
Title Number : 075121
Title Officer : DEBBY DAVIDSON
Fee : $150.00

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

Lot Three (3) of Block Three (3) of VIEW ACRES, City of Redmond, Deschutes County, Oregon. EXCEPTING the Westerly 140.00 feet thereof.

and dated as of March 18, 2005 at 7:30 a.m.

We find that the last deed of record runs to:

MICHAEL R. CHILCOTT AND BRENDA L. CHILCOTT
as tenants by the entirety

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $81,700.00
   Dated: February 24, 1999
   Recorded: March 3, 1999
   Volume/Page: 1999/10666, Deschutes County Records
   Grantor: Michael R. Chilcott & Brenda L. Chilcott
   Trustee: AmeriTitle
   Beneficiary: FT Mortgage Companies D/B/A Premier Mortgage Resources

   The beneficial interest under said Deed of Trust was assigned of record by instrument
   Dated: July 3, 2000
   Recorded: August 15, 2000
   Volume-Page: 2000-32521, Deschutes County Records
   Assigned to: Chase Mortgage Company, an Oregon Corporation

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

NONE

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

2004 OREGON BUSINESS 100 BEST COMPANIES TO WORK FOR

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 20DB 04900
Account No. [redacted]

NOTE: The 2004-2005 Taxes: $1,347.45, Paid in full.

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

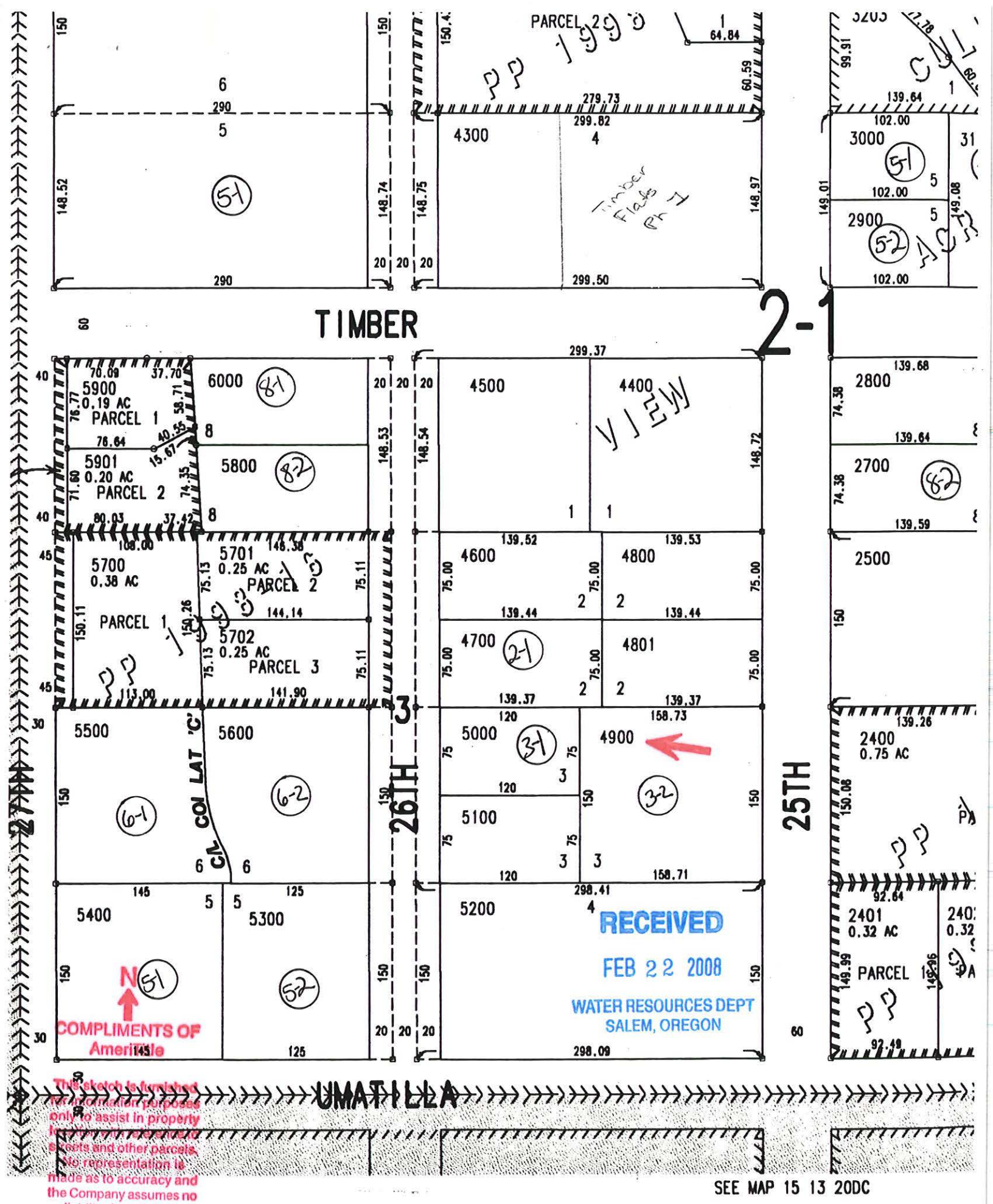
NOTE: This Irrigation District Report is being made with the understanding that it does not represent any form of title insurance and is not a commitment for a policy of insurance. The information provided herein is not a full examination of the subject property. Further, if any person, corporation or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

AmeriTitle

By: _____
Debby Davidson, Title Examiner
DD:cl

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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


TIMBER
2-1
26TH
27TH
25TH
UMATILLA
PARCEL 2
5900
0.19 AC
PARCEL 1
5901
0.20 AC
PARCEL 2
5700
0.38 AC
PARCEL 1
5701
0.25 AC
PARCEL 2
5702
0.25 AC
PARCEL 3
5500
5600
5400
5300
6000
5800
4500
4400
4600
4800
4700
4801
5000
4900
5100
5200
3000
2900
2800
2700
2500
2400
0.75 AC
2401
0.32 AC
PARCEL 1
CL COI LAT 'C'
Timber Flats Pt 1
RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON
COMPLIMENTS OF
AmeriTitle
This sketch is furnished for information purposes only to assist in property location with respect to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
SEE MAP 15 13 20DC
T 10544
MP 113

2000-32521-1

when recorded return to:
Nationwide Title Clearing
101 N. Brand #1800
Glendale, CA 91203
FHHLC:16564015
CMC: 907055460
INV#: FNMA 1672250157
Pool: 491759

CORPORATE ASSIGNMENT OF DEED OF TRUST

FOR GOOD AND VALUABLE CONSIDERATION,
the sufficiency of which is hereby acknowledged, the undersigned,
FIRST HORIZON HOME LOAN CORPORATION FKA FT MORTGAGE COMPANIES,
a Kansas Corporation, whose address is 10741 King William Drive,
Dallas, TX 75220, (assignor),
by these presents does convey, grant, sell, assign, transfer and
set over the described deed of trust together with the certain
note(s) described therein together with all interest secured thereby,
all liens, and any rights due or to become due thereon to
CHASE MORTGAGE COMPANY, an Ohio Corporation,
whose address is 3415 Vision Drive, Columbus, OH 43219,
its successors or assigns, (assignee).
Said Deed of Trust dated 02/24/99 and executed by
MICHAEL R CHILCOTT & BRENDA L CHILCOTT
to **FT MORTGAGE COMPANIES DBA PREMIER MORTGAGE RESOURCES**
and recorded in Book 1999 page 10666 as Instr#
in the office of the Recorder of DESCHUTES County, Oregon.

Dated: 07/03/00
FIRST HORIZON HOME LOAN CORPORATION FKA
FT MORTGAGE COMPANIES DBA PREMIER MORTGAGE RESOURCES

BY: _____
JORGE TUCUX
VICE PRESIDENT

STATE OF CALIFORNIA COUNTY OF LOS ANGELES
I hereby certify that I know or have satisfactory evidence that
JORGE TUCUX is the person who appeared before me,
and said person acknowledged that he signed this instrument, on oath
stated that he is authorized to execute the instrument and acknowledged
it as the VICE PRESIDENT of
FIRST HORIZON HOME LOAN CORPORATION FKA
FT MORTGAGE COMPANIES DBA PREMIER MORTGAGE RESOURCES
to be the free and voluntary act of such party for the uses and
purposes mentioned in this instrument.
this 3rd day of July, 2000

_____
M. EASH Notary Public
My commission expires: 03/19/2003

M. EASH
COMM. # 1213647
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
COMM. EXP. MARCH 19, 2003

document prepared by:
D.Colon/NTC,101 N. Brand #1800, Glendale, CA 91203 (800)346-9152

FHORC RK 187RK

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 118

VOL: 2000 PAGE: 32521
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES

*2000-32521 * Vol-Page Printed: 08/15/2000 11:44:03

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Aug. 15, 2000; 11:41 a.m.

RECEIPT NO: 24688

DOCUMENT TYPE: Deed of Trust Assignment

FEE PAID: $31.00

NUMBER OF PAGES: 1

Mary Sue Penhollow

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Deschutes County Clerks Office Recording System Web Query

1300 NW Wall St., Suite 200, • Bend, Oregon 97701 • P:541.388.6549 • F:541.383.4424

Search Results (Showing 1 to 2 of 2)

Back Forward Help?

Return to Search

1999-010666 PDF TIF	DOC TYPE: Deed of Trust / Mortgage 2:36:55 PM	CONSIDERATION: $81,700	DATE REC: 3/3/1999
DIRECT: CHILCOTT, MICHAEL R DIRECT: CHILCOTT, BRENDA L		INDIRECT: FT MORTGAGE COMPANIES INDIRECT: PREMIER MORTGAGE RESOURCES	
SUBDIVISION: VIEW ACRES	LOT: 3	BLOCK: 3	

1999-010665 PDF TIF	DOC TYPE: Deed	CONSIDERATION: $86,000	DATE REC: 3/3/1999 2:36:55 PM
DIRECT: COOLEY, MICHAEL A DIRECT: COOLEY, LEE L		INDIRECT: CHILCOTT, MICHAEL R INDIRECT: CHILCOTT, BRENDA L	
SUBDIVISION: VIEW ACRES	LOT: 3	BLOCK: 3	
TWN: 15	RNG: 13	SEC: 20	QQ: DB PARCEL: 049

Return To Search

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Cary D. Penhollow
Signature of Affiant

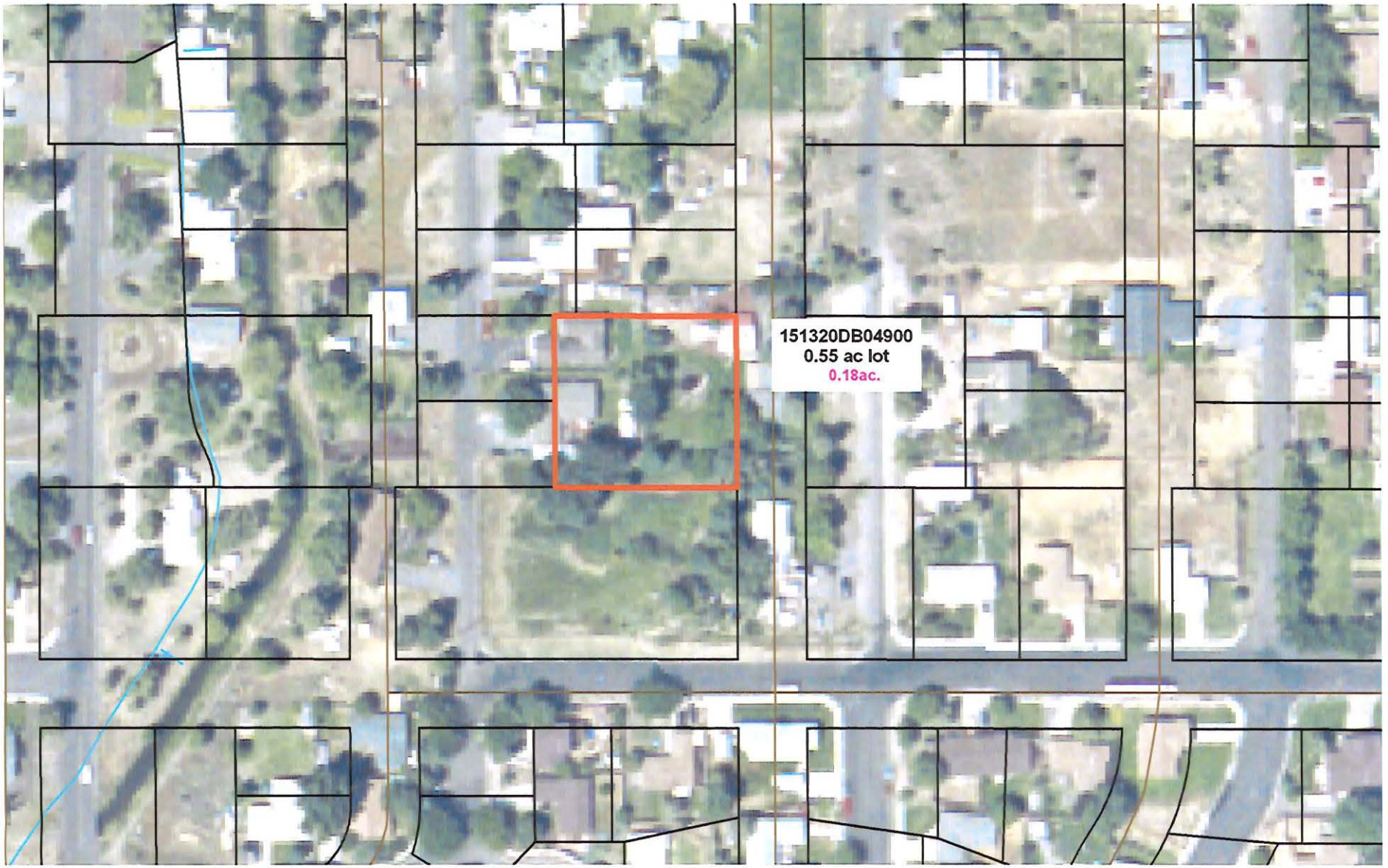
12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

T 10544 MP 113



CENTRAL OREGON IRRIGATION DISTRICT

Beneficial Use
151320 NWSE
TL 4900

0 25 50 100
Feet

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Legend
TAXLOTS OF INTEREST
IRRIGATED

N

Aerial Photo # 14-30
Provided by Bend Mapping and Blueprint
Date of Photography: July 22, 2004

T 10544 MP 113

RD 87230 CR 36

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-39248
$36.00
00469217200600392480020027
06/06/2006 02:53:01 PM
D-D Cnt=1 Stn=3 PAM
$10.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Samuel E. Blackwell, Jr., releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 0.25 acres of COID water rights that are appurtenant to the lands listed in Exhibit A, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-21 SW NW 200, and more particularly described as in Exhibit A, attached, and incorporated by this reference.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 0.25 acres of water rights incurred.

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

Consideration for this Quitclaim: $250.00

Grantor:

_____ Date 5-25-06
Samuel E. Blackwell Jr.

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 25, 2006 by Samuel E. Blackwell Jr.

OFFICIAL SEAL
CYNTHIA A ZOLLNER
NOTARY PUBLIC-OREGON
COMMISSION NO. 399177
MY COMMISSION EXPIRES NOV. 11, 2009

_____
Notary Public

Grantee:

_____ Date 5/12/06
Priscilla Ross CPA, Business Manager Central Oregon Irrigation District

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 12, 2006 by Priscilla Ross as Business Manager for Central Oregon Irrigation District.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

_____
Notary Public

Central Oregon Irrigation District 2006

After recording, return to
AmeriTitle
15 OREGON AVENUE, BEND

T 10544 MP 113

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land lying in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE1/4SW1/4NW1/4) Section Twenty-one (21), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the West Quarter corner of said Section 21; thence North 0°03' West along the West line of said Section 21, 661.50 feet; thence North 89°54' East along the South line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW1/4SW1/4NW1/4) of said Section 21, 662.34 feet; thence South 0°06'28" East along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4SW1/4NW1/4) 261.49 feet; thence South 89°56'28" East 453.87 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence North 29°52' East along said right of way line, 337.91 feet to the true point of beginning for this description; thence South 89°54' West 103.41 feet; thence North 0°06' West 130.00 feet; thence North 89°54' East 112.50 feet; thence South 0°10'51" East 113.92 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence South 29°52' West along said right of way line, 18.52 feet to the true point of beginning:

EXCEPTING THEREFROM that portion lying within South Canal Boulevard.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

August 16, 2005
Title Number : 080210
Title Officer : TERRI ALLEN
Fee : $150.00

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

See Attached Exhibit "A"

and dated as of August 5, 2005 at 7:30 a.m.

We find that the last deed of record runs to:

SAMUEL E. BLACKWELL, JR.

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $130,900.00
   Dated: December 20, 2004
   Recorded: December 27, 2004
   Volume-Page: 2004-76995, Deschutes County Records
   Grantor: Samuel E. Blackwell, Jr.
   Trustee: Western Title
   Beneficiary: Columbia River Bank Mortgage Team

   The beneficial interest under said Deed of Trust was assigned of record by instrument
   Recorded: January 21, 2005
   Volume-Page: 2005-03602, Deschutes County Records
   Assigned to: Countrywide Document Custody Services, a division of Treasury Bank, N.A.

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

1. Judgment in the State Circuit Court, County of Deschutes, for the amount herein stated and any other amounts due.
   Creditor: Cindy M. Blackwell
   Debtor: Samuel E. Blackwell, Jr.
   Amount: $700.00 per month child support
   Entered: May 20, 1997
   Case No.: 95DO0733MS

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

2004 100 BEST COMPANIES TO WORK FOR

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 21BC 00200
Account No. [redacted]

NOTE: The 2004-2005 Taxes: $1,711.86, Paid in full.

1. The 2005-2006 Taxes: A lien not yet due or payable.

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

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

AmeriTitle

By: _____
Terri Allen, Title Officer
TA:kg

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXHIBIT "A"
LEGAL DESCRIPTION

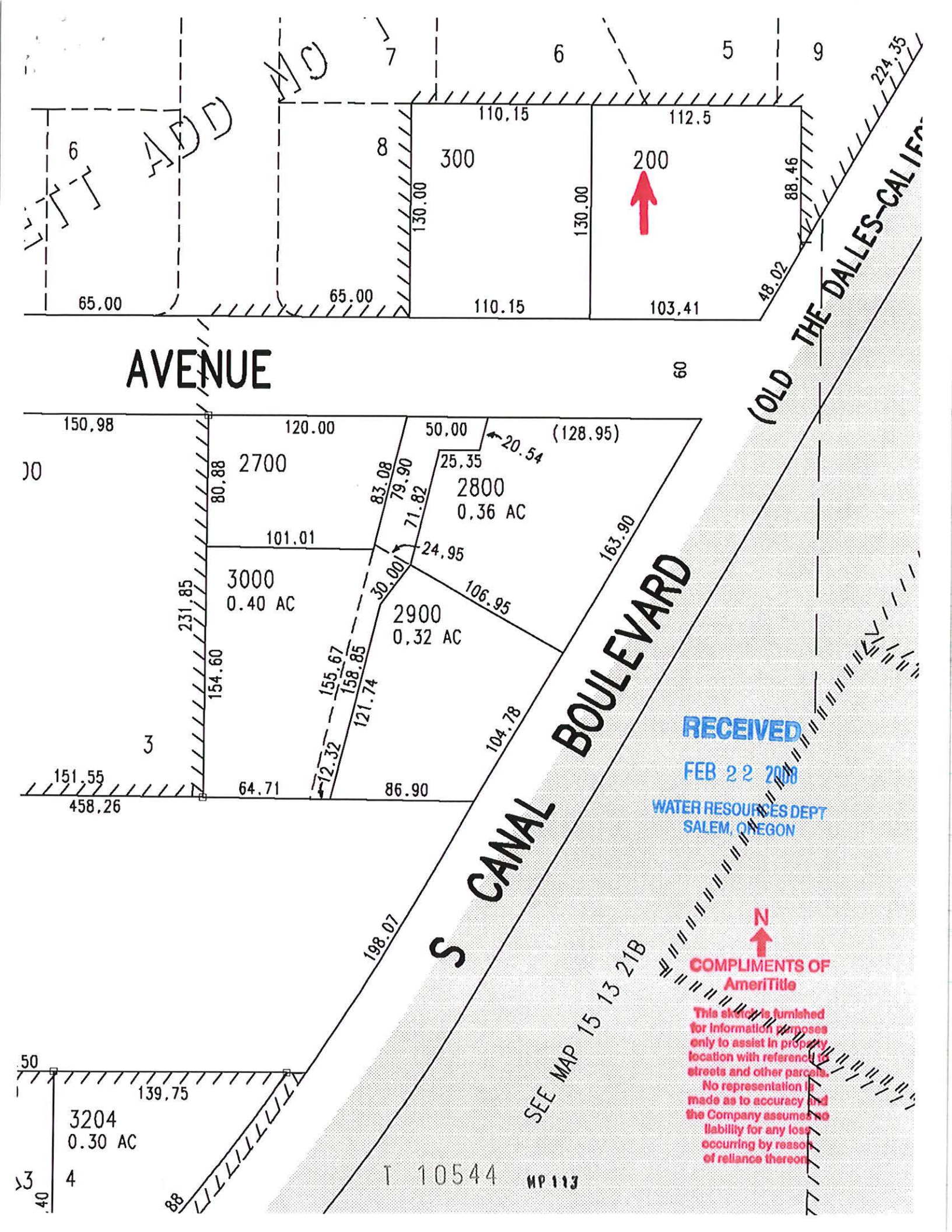
Section Twenty-one (21): A tract of land lying in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE1/4SW1/4NW1/4) described as follows:

Beginning at the West Quarter corner of said Section 21; thence North 0°03' West along the West line of said Section 21, 661.50 feet; thence North 89°54' East along the South line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW1/4SW1/4NW1/4) of said Section 21, 662.34 feet; thence South 0°06'28" East along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4SW1/4NW1/4) 261.49 feet; thence South 89°56'28" East 453.87 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence North 29°52' East along said right of way line, 337.91 feet to the true point of beginning for this description; thence South 89°54' West 103.41 feet; thence North 0°06' West 130.00 feet; thence North 89°54' East 112.50 feet; thence South 0°10'51" East 113.92 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence South 29°52' West along said right of way line, 18.52 feet to the true point of beginning:

EXCEPTING THEREFROM that portion lying within South Canal Boulevard.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

RECEIVED
22 2008
WATER RESOURCES DEPT
SALEM, OREGON


7
6
5
9
8
300
200
110.15
112.5
130.00
130.00
88.46
224.35
65.00
65.00
110.15
103.41
48.02
AVENUE
60
(OLD THE DALLES-CALIFO
150.98
120.00
50.00
(128.95)
20.54
25.35
2700
2800
0.36 AC
80.88
83.08
79.90
71.82
101.01
24.95
3000
0.40 AC
30.00
106.95
163.90
231.85
2900
0.32 AC
154.60
155.67
158.85
121.74
104.78
12.32
151.55
64.71
86.90
458.26
198.07
S CANAL BOULEVARD
RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON
N
COMPLIMENTS OF
AmeriTitle
This sketch is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
SEE MAP 15 13 21B
50
139.75
3204
0.30 AC
4
40
88
T 10544
MP 113

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2004-61675

$61.00

00309316200400616750030039

10/14/2004 02:10:09 PM

D-D Cnt=1 Stn=4 TRACY
$15.00 $11.00 $10.00 $5.00 $20.00

3/3

RECORDED BY:
WESTERN TITLE & ESCROW CO.
10-0289904

After recording return to:
SAMUEL E. BLACKWELL, JR
20430 ROGERS RD
BEND, OR 97701

4/

Until a change is requested all tax statements shall be sent to the following address:
SAMUEL E. BLACKWELL, JR
20430 ROGERS RD
BEND, OR 97701

WARRANTY DEED -- STATUTORY FORM

TIMOTHY G. BRYAN and KATHY J. BRYAN, Grantor,

conveys and warrants to

SAMUEL E. BLACKWELL, JR., Grantee,

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

PARCEL I:

In Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon:
Section 21: A tract of land lying in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE1/4 SW1/4 NW1/4), described as follows: Beginning at the West Quarter corner of said Section 21; thence North 00°03' West along the West line of said Section 21, 661.50 feet; thence North 89°54' East along the South line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW1/4 SW1/4 NW1/4) of said Section 21, 662.34 feet; thence South 00°06'28" East along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4 SW1/4 NW1/4) 261.49 feet; thence South 89°56'28" East, 453.87 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence North 29°52' East along said right of way line, 337.91 feet to the true point of beginning for this description; thence South 89°54' West 103.41 feet; thence North 00°06' West 130.00 feet; thence North 89°54' East 112.50 feet; thence South 00°10'51" East, 113.92 feet to a point on the Westerly right of way line of the old Dalles-California Highway; thence South 29°52' West along said right of way line, 18.52 feet to the true point of beginning. EXCEPTING THEREFROM that portion lying within South Canal Boulevard. PARCEL II: In Township 15 South Range 13 East of the Willamette Meridian, Deschutes County, Oregon: Section 21; A tract of land lying in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE 1/4 SW 1/4 NW 1/4), described as follows: Beginning at the West Quarter corner of said Section 21; thence North 00°1103' West along the West line of said Section 21, 661.50 feet; thence North 89°1154' East along the South line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW 1/4 SW 1/4 NW 1/4) of said Section 21, 662.34 feet; thence South 00°1106'28" East along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE 1/4 SW 1/4 NW 1/4) 261.49 feet; thence South 89°1156'28" East, 453.87 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence North 29°1152' East along said right of way line, 337.91 feet; thence South 89°1154' West 103.41 feet to the true point of beginning; thence North 00°1106' West 130.00 feet; thence South 89°1154' West 110.15 feet; thence South 00°1106' East, 130.00 feet; thence North 89°1154' East 110.15 feet to the true point of beginning. PARCEL III: In Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon: Section 21: A tract of land lying in the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4 SW1/4 NW1/4), described as follows: Beginning at the West Quarter corner of Section 21; thence North 00°03' West along the West line of said Section 21, 661.50 feet; thence North 89°54' East along the South line of the Northwest Quarter of the Southwest quarter of the Northwest Quarter (NW1/4 SW1/4 NW1/4)

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

After recording return to:
10/13/04

of said Section 21, 662.34 feet; thence South 00°06'28" East, along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4 SW1/4 NW1/4) 261.49 feet; thence South 89°56'28" East, 453.87 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence North 29°52' East, along said right of way line 104.72 feet to the true point of beginning; thence continuing North 29°52' East along the said right of way line, 163.90 feet; thence South 89°54' West 178.95 feet; thence South 13°06'40" West, 79.90 feet; thence South 61°00' East 132.01 feet to the true point of beginning. EXCEPTING THEREFROM: A tract of land located in the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4 SW1/4 NW1/4) of Section 21, Township 15 South, Range 13 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows: Commencing at the West Quarter corner of said Section 21; thence along the Westerly line of said Section 21, North 00°03'00" West 661.50 feet; thence leaving said Westerly line and along the Southerly line Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW1/4 SW1/4 NW1/4) of said Section 21, North 89°54'00" East 662.34 feet; thence leaving said Southerly line and along the Westerly line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4 SW1/4 NW1/4) of said Section 21, South 00°26'28" East 261.49 feet; thence leaving said Westerly line South 89°56'28" East 354.53 feet; thence North 13°06'40" East 158.85 feet to the true point of beginning; thence North 13°06'40" East 79.90 feet to a point on the Southerly right of way line of S.W. Reindeer Avenue; thence along said Southerly line North 89°54'00" East 50.00 feet; thence leaving said Southerly line South 13°06'40" West 20.54 feet; thence South 89°54'00" West 25.35 feet; thence South 13°06'40" West 71.82 feet; thence North 61°00'00" West 24.95 feet to the point of beginning and terminus of this description PARCEL IV: In Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon: Section 21: A tract of land lying in the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE 1/4 SW 1/4 NW 1/4), described as follows: Beginning at the West Quarter (W 1/4) corner of said Section 21; thence North 00°1103' West, along the West line of said Section 21, 661.50 feet; thence North 89°1154' East, along the south line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW 1/4 SW 1/4 NW 1/4) of said Section 21, 662.34 feet; thence South 00°1106'28" East, along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE 1/4 SW 1/4 NW 1/4), 261.49 feet; thence South 89°1156'28" East, 354.53 feet to the true point of beginning for this description; thence continuing South 89°1156'28" East, 99.34 feet to a point on the Westerly right-of-way line of the Old Dalles-California Highway; thence North 29°1152' East along said right-of-way line, 104.72 feet; thence North 61°1100' West, 132.01 feet; thence South 13°1106'40" West, 158.85 feet to the true point of beginning. EXCEPTING THEREFROM: A tract of land located in the Southeast Quarter of the Southwest Quarter of the Northwest Quarter of (SE 1/4 SW 1/4 NW 1/4) Section 21, Township 15 South, Range 13 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows: Commencing at the West Quarter corner of said Section 21; thence along the Westerly line of said Section 21, North 00°1103'00" West 661.50 feet; thence leaving said Westerly line and along the Southerly line Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW 1/4 SW 1/4 NW 1/4) of said Section 21, North 89°1154'00" East 662.34 feet; thence leaving said Southerly line and along the Westerly line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE 1/4 SW 1/4 NW 1/4) of said Section 21, South 00°1126'28" East 261.49 feet; thence leaving said Westerly line South 89°1156'28" East 354.53 feet; thence North 13°1106'40" East 158.85 feet to the true point of beginning; thence South 61°1100'00" East 24.95 feet; thence South 36°1141'21" West 30.00 feet; thence South 13°1106'40" West 121.74 feet; thence North 89°1156'28" West 12.32 feet; thence North 13°1106'40" East 158.85 feet to the true point of beginning and terminus of this description.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Tax Account No(s): [redacted]
Map/Tax Lot No(s): 15-13-21-BC-00200 15-13-21-BC-00300 15-13-21-BC-02800 15-13-21-BC-02900

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

The true consideration for this conveyance is $600,000.00 .

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT

After recording return to:
10/13/04

IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this 13 day of October, 2004.

Timothy G. Bryan
TIMOTHY G. BRYAN

Kathy J. Bryan
KATHY J. BRYAN

STATE OF OREGON, COUNTY OF DESCHUTES) SS.

This instrument was acknowledged before me on October 13, 2004 by TIMOTHY G. BRYAN and KATHY J. BRYAN.

Lori D. Welsh
(Notary Public for Oregon)
My commission expires 9/28/05

OFFICIAL SEAL
LORI D WELSH
NOTARY PUBLIC-OREGON
COMMISSION NO. 347412
MY COMMISSION EXPIRES SEP. 28, 2005

OFFICIAL SEAL
LORI D WELSH
NOTARY PUBLIC-OREGON
COMMISSION NO. 347412
MY COMMISSION EXPIRES SEP. 28, 2005

TITLE NO. 10-0289904
ESCROW NO. 10-0289904

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

MP 113

RD 87231 CZ 36

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2006-39253

$36.00

00469223200600392530020029

06/06/2006 02:53:01 PM

D-D Cnt=1 Stn=3 PAM
$10.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

N

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Samuel E. Blackwell, Jr., releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 0.25 acres of COID water rights that are appurtenant to the lands listed in Exhibit A, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-21 SW NW 300, and more particularly described as in Exhibit A, attached, and incorporated by this reference.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 0.25 acres of water rights incurred.

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

Consideration for this Quitclaim: $250.00

Grantor:

_____ Date 5-25-06

Samuel E. Blackwell Jr.

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 25, 2006 by Samuel E. Blackwell Jr.

OFFICIAL SEAL
CYNTHIA A ZOLLNER
NOTARY PUBLIC-OREGON
COMMISSION NO. 399177
MY COMMISSION EXPIRES NOV. 11, 2009

Cynthia A. Zollner
Notary Public

Grantee:

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Priscilla Ross
Priscilla Ross CPA, Business Manager Central Oregon Irrigation District Date 5/12/06

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 12, 2006 by Priscilla Ross as Business Manager for Central Oregon Irrigation District.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

Leslie Clark
Notary Public

Central Oregon Irrigation District 2006

After recording, return to
AmeriTitle
15 OREGON AVENUE, BEND

T 10544 MP 113

EXHIBIT "A"
LEGAL DESCRIPTION

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

Section Twenty-one (21):

A tract of land lying in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE1/4SW1/4NW1/4), described as follows:

Beginning at the West Quarter corner of said Section 21; thence North 00°1103' West along the West line of said Section 21, 661.50 feet; thence North 89°1154' East along the South line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW1/4SW1/4NW1/4) of said Section 21, 662.34 feet; thence South 00°1106'28" East along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4SW1/4NW1/4) 261.49 feet; thence South 89°1156'28" East, 453.87 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence North 29°1152' East along said right of way line, 337.91 feet; thence South 89°1154' West, 103.41 feet to the true point of beginning; thence North 00°1106' West, 130.00 feet; thence South 89°1154' West, 110.15 feet; thence South 00°1106' East, 130.00 feet; thence North 89°1154' East, 110.15 feet to the true point of beginning.

15-13-21 BC 300

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

300

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

August 18, 2005
Title Number : 080213
Title Officer : DEBBY DAVIDSON
Fee : $150.00

Attn: LESLIE CLARK

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

See Attached Exhibit "A"

and dated as of August 5, 2005 at 7:30 a.m.

We find that the last deed of record runs to:

SAMUEL E. BLACKWELL, JR.

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $130,900.00
   Dated: December 20, 2004
   Recorded: December 27, 2004
   Volume-Page: 2004-76996, Deschutes County Records
   Grantor: Samuel E. Blackwell, Jr.
   Trustee: Western Title
   Beneficiary: Columbia River Bank Mortgage Team

   The beneficial interest under said Deed of Trust was assigned of record by instrument
   Recorded: January 21, 2005
   Volume-Page: 2005-03600, Deschutes County Records
   Assigned to: Countrywide Document Custody Services, a division of Treasury Bank,

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

1. Judgment in the State Circuit Court, County of Deschutes, for the amount herein stated and any other amounts due.
   Creditor: Cindy M. Blackwell
   Debtor: Samuel E. Blackwell, Jr.
   Amount: $700.00 per month child support
   Entered: May 20, 1997
   Case No.: 95DO0733MS

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

2004 Oregonian 100 Best Companies to Work For

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 21BC 00300
Account No. [redacted]

NOTE: The 2004-2005 Taxes: $1,712.04, Paid in full.

1. The 2005-2006 Taxes: A lien not yet due or payable.

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

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

AmeriTitle

By: _____
Debby Davidson, Title Examiner
DD:kg

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

EXHIBIT "A"
LEGAL DESCRIPTION

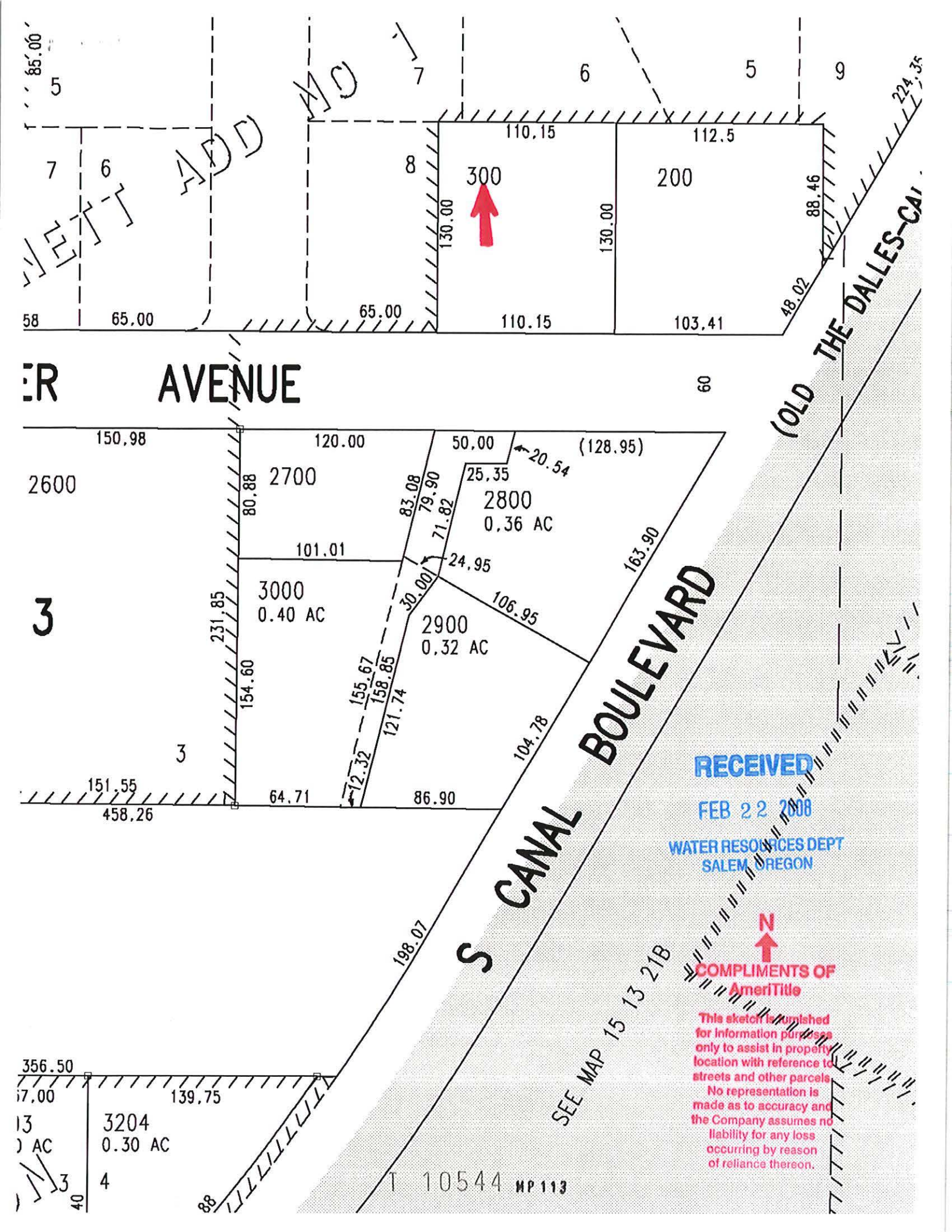
In Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon:

Section Twenty-one (21):

A tract of land lying in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE1/4SW1/4NW1/4), described as follows:

Beginning at the West Quarter corner of said Section 21; thence North 00°1103' West along the West line of said Section 21, 661.50 feet; thence North 89°1154' East along the South line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW1/4SW1/4NW1/4) of said Section 21, 662.34 feet; thence South 00°1106'28" East along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4SW1/4NW1/4) 261.49 feet; thence South 89°1156'28" East, 453.87 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence North 29°1152' East along said right of way line, 337.91 feet; thence South 89°1154' West, 103.41 feet to the true point of beginning; thence North 00°1106' West, 130.00 feet; thence South 89°1154' West, 110.15 feet; thence South 00°1106' East, 130.00 feet; thence North 89°1154' East, 110.15 feet to the true point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON


300
200
2700
2800
0.36 AC
2600
3000
0.40 AC
2900
0.32 AC
3204
0.30 AC
AVENUE
S CANAL BOULEVARD
(OLD THE DALLES-CA
RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON
N
COMPLIMENTS OF
AmeriTitle
This sketch is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
SEE MAP 15 13 21B
T 10544 MP 113

CENTRAL OREGON IRRIGATION DISTRICT
1055 S.W. LAKE COURT
REDMOND, OR 97756
(541) 548-8388

ESCROW INSTRUCTIONS

May 12, 2006

AmeriTitle - Redmond
Attn: Cindy

RE: Samuel Blackwell Jr
15-13-21 SW NW 200, 300, 2800

Cindy,

Thank you for assisting us with the removal of water right from the above described properties. These properties have a total of 0.85 acres of appurtenant water right which the property owner, Samuel Blackwell Jr. had agreed to sell to Central Oregon Irrigation District. I have made numerous attempts to obtain consent from his lender, Countrywide to remove these waters right but have had no success. I am required by our Board of Directors to obtain consent to remove these water rights from any lien holders reported to us or show evidence that the debts have been satisfied. Our records indicate Mr. Blackwell has three separate loans with Countrywide recorded with the Deschutes County Clerk; #2005-03599 (tax lot 2800); #2005-03600 (tax lot 300); #2005-03602 (tax lot 200).

Through these instructions, I am asking AmeriTitle to notify the District when these debts have been paid in full. As part of your closing, please have Mr. Blackwell sign the attached Quitclaim Deeds, granting the total 0.85 acres of water right to the District. Please record these Deeds on behalf of the District before the sale of the lands is recorded. The District will issue a check for payment for the water right upon notification that the Quitclaim Deeds have been signed.

Please contact me before the close of escrow if you have any questions. I appreciate your assistance.

Sincerely,

Leslie Clark
Water Transfer Specialist

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 HP 113

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2004-61675

$61.00

00309316200400616750030039

10/14/2004 02:10:09 PM

D-D Cnt=1 Stn=4 TRACY
$15.00 $11.00 $10.00 $5.00 $20.00

3/3

RECORDED BY:
WESTERN TITLE & ESCROW CO.
10-0289904

After recording return to:
SAMUEL E. BLACKWELL, JR
20430 ROGERS RD
BEND, OR 97701

41

Until a change is requested all tax statements shall be sent to the following address:
SAMUEL E. BLACKWELL, JR
20430 ROGERS RD
BEND, OR 97701

WARRANTY DEED -- STATUTORY FORM

TIMOTHY G. BRYAN and KATHY J. BRYAN, Grantor,

conveys and warrants to

SAMUEL E. BLACKWELL, JR., Grantee,

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

PARCEL I:

In Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon:
Section 21: A tract of land lying in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE1/4 SW1/4 NW1/4), described as follows: Beginning at the West Quarter corner of said Section 21; thence North 00°03' West along the West line of said Section 21, 661.50 feet; thence North 89°54' East along the South line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW1/4 SW1/4 NW1/4) of said Section 21, 662.34 feet; thence South 00°06'28" East along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4 SW1/4 NW1/4) 261.49 feet; thence South 89°56'28" East, 453.87 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence North 29°52' East along said right of way line, 337.91 feet to the true point of beginning for this description; thence South 89°54' West 103.41 feet; thence North 00°06' West 130.00 feet; thence North 89°54' East 112.50 feet; thence South 00°10'51" East, 113.92 feet to a point on the Westerly right of way line of the old Dalles-California Highway; thence South 29°52' West along said right of way line, 18.52 feet to the true point of beginning. EXCEPTING THEREFROM that portion lying within South Canal Boulevard. PARCEL II: In Township 15 South Range 13 East of the Willamette Meridian, Deschutes County, Oregon: Section 21; A tract of land lying in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE 1/4 SW 1/4 NW 1/4), described as follows: Beginning at the West Quarter corner of said Section 21; thence North 00°1103' West along the West line of said Section 21, 661.50 feet; thence North 89°1154' East along the South line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW 1/4 SW 1/4 NW 1/4) of said Section 21, 662.34 feet; thence South 00°1106'28" East along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE 1/4 SW 1/4 NW 1/4) 261.49 feet; thence South 89°1156'28" East, 453.87 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence North 29°1152' East along said right of way line, 337.91 feet; thence South 89°1154' West 103.41 feet to the true point of beginning; thence North 00°1106' West 130.00 feet; thence South 89°1154' West 110.15 feet; thence South 00°1106' East, 130.00 feet; thence North 89°1154' East 110.15 feet to the true point of beginning. PARCEL III: In Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon: Section 21: A tract of land lying in the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4 SW1/4 NW1/4), described as follows: Beginning at the West Quarter corner of Section 21; thence North 00°03' West along the West line of said Section 21, 661.50 feet; thence North 89°54' East along the South line of the Northwest Quarter of the Southwest quarter of the Northwest Quarter (NW1/4 SW1/4 NW1/4)

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

After recording return to:
10/13/04

of said Section 21, 662.34 feet; thence South 00°06'28" East, along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4 SW1/4 NW1/4) 261.49 feet; thence South 89°56'28" East, 453.87 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence North 29°52' East, along said right of way line 104.72 feet to the true point of beginning; thence continuing North 29°52' East along the said right of way line, 163.90 feet; thence South 89°54' West 178.95 feet; thence South 13°06'40" West, 79.90 feet; thence South 61°00' East 132.01 feet to the true point of beginning. EXCEPTING THEREFROM: A tract of land located in the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4 SW1/4 NW1/4) of Section 21, Township 15 South, Range 13 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows: Commencing at the West Quarter corner of said Section 21; thence along the Westerly line of said Section 21, North 00°03'00" West 661.50 feet; thence leaving said Westerly line and along the Southerly line Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW1/4 SW1/4 NW1/4) of said Section 21, North 89°54'00" East 662.34 feet; thence leaving said Southerly line and along the Westerly line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4 SW1/4 NW1/4) of said Section 21, South 00°26'28" East 261.49 feet; thence leaving said Westerly line South 89°56'28" East 354.53 feet; thence North 13°06'40" East 158.85 feet to the true point of beginning; thence North 13°06'40" East 79.90 feet to a point on the Southerly right of way line of S.W. Reindeer Avenue; thence along said Southerly line North 89°54'00" East 50.00 feet; thence leaving said Southerly line South 13°06'40" West 20.54 feet; thence South 89°54'00" West 25.35 feet; thence South 13°06'40" West 71.82 feet; thence North 61°00'00" West 24.95 feet to the point of beginning and terminus of this description PARCEL IV: In Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon: Section 21: A tract of land lying in the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE 1/4 SW 1/4 NW 1/4), described as follows: Beginning at the West Quarter (W 1/4) corner of said Section 21; thence North 00°1103' West, along the West line of said Section 21, 661.50 feet; thence North 89°1154' East, along the south line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW 1/4 SW 1/4 NW 1/4) of said Section 21, 662.34 feet; thence South 00°1106'28" East, along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE 1/4 SW 1/4 NW 1/4), 261.49 feet; thence South 89°1156'28" East, 354.53 feet to the true point of beginning for this description; thence continuing South 89°1156'28" East, 99.34 feet to a point on the Westerly right-of-way line of the Old Dalles-California Highway; thence North 29°1152' East along said right-of-way line, 104.72 feet; thence North 61°1100' West, 132.01 feet; thence South 13°1106'40" West, 158.85 feet to the true point of beginning. EXCEPTING THEREFROM: A tract of land located in the Southeast Quarter of the Southwest Quarter of the Northwest Quarter of (SE 1/4 SW 1/4 NW 1/4) Section 21, Township 15 South, Range 13 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows: Commencing at the West Quarter corner of said Section 21; thence along the Westerly line of said Section 21, North 00°1103'00" West 661.50 feet; thence leaving said Westerly line and along the Southerly line Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW 1/4 SW 1/4 NW 1/4) of said Section 21, North 89°1154'00" East 662.34 feet; thence leaving said Southerly line and along the Westerly line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE 1/4 SW 1/4 NW 1/4) of said Section 21, South 00°1126'28" East 261.49 feet; thence leaving said Westerly line South 89°1156'28" East 354.53 feet; thence North 13°1106'40" East 158.85 feet to the true point of beginning; thence South 61°1100'00" East 24.95 feet; thence South 36°1141'21" West 30.00 feet; thence South 13°1106'40" West 121.74 feet; thence North 89°1156'28" West 12.32 feet; thence North 13°1106'40" East 158.85 feet to the true point of beginning and terminus of this description.

Tax Account No(s): [redacted]
Map/Tax Lot No(s): 15-13-21-BC-00200 15-13-21-BC-00300 15-13-21-BC-02800 15-13-21-BC-02900

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

The true consideration for this conveyance is $600,000.00 .

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

After recording return to:
10/13/04

IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this 13 day of October, 2004.

Timothy G. Bryan
TIMOTHY G. BRYAN

Kathy J. Bryan
KATHY J. BRYAN

STATE OF OREGON, COUNTY OF DESCHUTES) SS.

This instrument was acknowledged before me on October 13, 2004 by TIMOTHY G. BRYAN and KATHY J. BRYAN.

Lori D. Welsh
(Notary Public for Oregon)
My commission expires 9/28/05

OFFICIAL SEAL
LORI D WELSH
NOTARY PUBLIC-OREGON
COMMISSION NO. 347412
MY COMMISSION EXPIRES SEP. 28, 2005

OFFICIAL SEAL
LORI D WELSH
NOTARY PUBLIC-OREGON
COMMISSION NO. 347412
MY COMMISSION EXPIRES SEP. 28, 2005

TITLE NO. 10-0289904
ESCROW NO. 10-0289904

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2004-76996

$116.00

00328155200400769960100107 12/27/2004 02:04:41 PM

M-DT Cnt=1 Stn=3 PAM
$90.00 $11.00 $10.00 $5.00

18/18

After Recording Return To:
COLUMBIA RIVER BANK MORTGAGE TEAM
1701 NE 3RD STREET SUITE B
BEND, OREGON 97701
Loan Number: 1400039

RECORDED BY:
WESTERN TITLE & ESCROW CO.
12-01105804

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated DECEMBER 20, 2004 , together with all Riders to this document.
(B) "Borrower" is SAMUEL E. BLACKWELL, JR

Borrower is the trustor under this Security Instrument.
(C) "Lender" is COLUMBIA RIVER BANK MORTGAGE TEAM

Lender is a OREGON BANKING CORPORATION organized and existing under the laws of OREGON
Lender's address is 1701 NE 3RD STREET SUITE B, BEND, OREGON 97701

Lender is the beneficiary under this Security Instrument.
(D) "Trustee" is WESTERN TITLE & ESCROW
153 SW FIFTH, REDMOND, OREGON 97701
(E) "Note" means the promissory note signed by Borrower and dated DECEMBER 20, 2004
The Note states that Borrower owes Lender ONE HUNDRED THIRTY THOUSAND NINE HUNDRED AND 00/100 Dollars (U.S. $ 130,900.00)
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 1, 2035 .
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

Borrower Initials: _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

MP 113

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Other(s) [specify]
☒ 1-4 Family Rider	☐ Biweekly Payment Rider	

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of DESCHUTES :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N. #: 156858, CODE 2-001

Borrower Initials: _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

which currently has the address of 1555 SW REINDEER AVE.
[Street]

REDMOND , Oregon 97756 ("Property Address"):
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may

Borrower Initials: _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the

Borrower Initials: _____ _____ _____ _____ _____ _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

MP 113

Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties,

Borrower Initials: SDJ _____ _____ _____ _____ _____ _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action

Borrower Initials: _____ _____ _____ _____ _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

MP 113

under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

Borrower Initials: _____ _____ _____ _____ _____ _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

Borrower Initials: _____ _____ _____ _____ _____ _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

MP 113

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

Borrower Initials: _____ _____ _____ _____ _____ _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

Borrower Initials: _____ _____ _____ _____ _____ _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

MP 113

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth

Borrower Initials: _____ _____ _____ _____ _____ _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Attorneys' Fees. As used in this Security Instrument and in the Note, attorneys' fees shall include those awarded by an appellate court.

26. Protective Advances. This Security Instrument secures any advances Lender, at its discretion, may make under Section 9 of this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.

27. Required Evidence of Property Insurance.

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by Applicable Law.

Borrower Initials: _____ _____ _____ _____ _____ _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

X _____ (Seal)
SAMUEL E. BLACKWELL, JR -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Witness:

_____

Witness:

_____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

[Space Below This Line For Acknowledgment]

State of Oregon
County of DESCHUTES

This instrument was acknowledged before me on 12.23.04
by SAMUEL E. BLACKWELL, JR

OFFICIAL SEAL
NANCY FLOOD
NOTARY PUBLIC - OREGON
COMMISSION NO. 360438
MY COMMISSION EXPIRES SEPT. 27, 2006

(Seal)

Nancy Flood
Notary Public - State of Oregon

My commission expires 09.27.06

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

MP 113

Loan Number: 1400039

Date: DECEMBER 20, 2004

Property Address: 1555 SW REINDEER AVE., REDMOND, OREGON 97756

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "A"

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

Section 21; A tract of land lying in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE ¼ SW ¼ NW ¼), described as follows: Beginning at the West Quarter corner of said Section 21; thence North 00°03' West along the West line of said Section 21, 661.50 feet; thence North 89°54' East along the South line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW ¼ SW ¼ NW ¼) of said Section 21, 662.34 feet; thence South 00°06'28" East along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE ¼ SW ¼ NW ¼) 261.49 feet; thence South 89°56'28" East, 453.87 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence North 29°52' East along said right of way line, 337.91 feet; thence South 89°54' West 103.41 feet to the true point of beginning; thence North 00°06' West 130.00 feet; thence South 89°54' West 110.15 feet; thence South 00°06' East, 130.00 feet; thence North 89°54' East 110.15 feet to the true point of beginning.

A.P.N. # : 156858, CODE 2-001

DocMagic eForms 800-649-1362
www.docmagic.com

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

T 10544 MP 113

Loan Number: 1400039

1-4 FAMILY RIDER
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 20th day of DECEMBER, 2004 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to COLUMBIA RIVER BANK MORTGAGE TEAM, AN OREGON BANKING CORPORATION
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1555 SW REINDEER AVE., REDMOND, OREGON 97756
[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

Borrower Initials: _____ _____ _____ _____ _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

T 10544 MP 113

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Borrower Initials: _____ _____ _____ _____ _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

_____ (Seal)
SAMUEL E. BLACKWELL, JR -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

MP 113

36

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2005-03600
$36.00
01/21/2005 10:41:35 AM
M-DTAS Cnt=1 Stn=2 PAT
$10.00 $11.00 $10.00 $5.00

WHEN RECORDED, MAIL TO:
COLUMBIA RIVER BANK MORTGAGE TEAM
1701 NE 3RD STREET SUITE B
BEND, OREGON 97701

Order No.
Escrow No.
Loan No. 1400039

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Deed of Trust

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to COUNTRYWIDE DOCUMENT CUSTODY SERVICES, A DIVISION OF TREASURY BANK, N.A., 1800 TAPO CANYON RD., SIMI VALLEY, CA 93063 all beneficial interest under that certain Deed of Trust dated DECEMBER 20, 2004 executed by SAMUEL E. BLACKWELL, JR

, Trustor,
to WESTERN TITLE & ESCROW , Trustee,
and recorded as Instrument No. 2004-76996 on 12-27-04 in book , page , of Official Records in the County Recorder's office of DESCHUTES County, OREGON , describing land therein as: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N. #: 156858, CODE 2-001

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

STATE OF OREGON SS.
COUNTY OF DESCHUTES

On Dec. 30, 2004 before me, Duane Erickson
personally appeared Greg Pool

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

WITNESS my hand and official seal.

Signature

(This area for official notarial seal)

COLUMBIA RIVER BANK MORTGAGE TEAM

Greg Pool, Vice President

OFFICIAL SEAL
DUANE ERICKSON
NOTARY PUBLIC- OREGON
COMMISSION NO. 380759
MY COMMISSION EXPIRES MAY 13, 2008

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Loan Number: 1400039

Date: DECEMBER 20, 2004

Property Address: 1555 SW REINDEER AVE., REDMOND, OREGON 97756

EXHIBIT "A"

LEGAL DESCRIPTION

SEE PRELIM
A.P.N. #: 156858, CODE 2-001

EXHIBIT "A"

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

Section 21; A tract of land lying in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE ¼ SW ¼ NW ¼), described as follows: Beginning at the West Quarter corner of said Section 21; thence North 00°03' West along the West line of said Section 21, 661.50 feet; thence North 89°54' East along the South line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW ¼ SW ¼ NW ¼) of said Section 21, 662.34 feet; thence South 00°06'28" East along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE ¼ SW ¼ NW ¼) 261.49 feet; thence South 89°56'28" East, 453.87 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence North 29°52' East along said right of way line, 337.91 feet; thence South 89°54' West 103.41 feet to the true point of beginning; thence North 00°06' West 130.00 feet; thence South 89°54' West 110.15 feet; thence South 00°06' East, 130.00 feet; thence North 89°54' East 110.15 feet to the true point of beginning.

DocMagic eForms 800-649-1362
www.docmagic.com

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

Leslie Clark
Notary Public for Oregon

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

Thank You

April 18, 2007

Gen Hubert
Deschutes Water Exchange Mitigation Bank
P.O. Box 1560
Bend, OR 97701

Dear Gen:

Thank you for participating in the Short-Term Instream Leasing Program and Deschutes Mitigation Credit Program. I want to express appreciation for your participation in these programs and cooperation in helping to improve streamflows for fish and aquatic life and to provide mitigation water to ground water users in the Deschutes Ground Water Study Area.

This instream lease has been approved and has been awarded mitigation credits

Enclosed is a copy of the final order approving the instream lease and mitigation credit project. If you have any questions, please call me at (503) 986-0884.

Sincerely,

Laura Snedaker
Field Services Division

c: Jeremy Giffin, Watermaster District 11
Laura Wolam, Central Oregon Irrigation District
file IL-807 / MP-98 COID-07-03

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Lease of Existing Water Rights for Instream Use and Preliminary and Final Award of Mitigation Credits, Certificates 76358, Crook and Deschutes Counties	)))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE & MITIGATION CREDIT PROJECT

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating instream lease applications.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Lessor
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes Water Exchange (DWE)
Mitigation Bank
P.O. Box 1560
Bend, Oregon 97709
gen@deschutesriver.org

Findings of Fact

1. On March 19, 2007, COID and the DWE Mitigation Bank filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number IL-807.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

2. The rights to be leased are as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 17.66 acres from Point of Diversion (POD) #1 and 55.78 acres from POD #11
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

T 10544 MP 113

Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

POD #1

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.221 CFS	0.294 CFS	0.388 CFS	
December 2, 1907			0.157 CFS	
Totals	0.221 CFS	0.294 CFS	0.545 CFS	175.01 AF

POD #2

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.697 CFS	0.930 CFS	1.227 CFS	
December 2, 1907			0.495 CFS	
Totals	0.697 CFS	0.930 CFS	1.722 CFS	552.78 AF

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.

Source: Deschutes River, tributary to the Columbia River

Authorized Place of Use:

Twp	Rng	Mer	Sec	Q-Q	POD	Tax Lot	Acres
14 S	13 E	WM	16	SW SE	11	2400	0.3
15 S	13 E	WM	4	NE NE	11	600	5.0
15 S	13 E	WM	4	SE SE	11	800	0.65
15 S	13 E	WM	4	SE SE	11	900	0.6
15 S	13 E	WM	4	SW SW	11	704	6.31
15 S	13 E	WM	8	SE SW	11	100	7.6
15 S	13 E	WM	8	SE SW	11	200	9.5
15 S	13 E	WM	8	SW SW	11	802	0.9
15 S	13 E	WM	8	SW SW	11	600	1.0
15 S	13 E	WM	8	SW SW	11	601	0.6
15 S	13 E	WM	8	SW SW	11	602	0.5
15 S	13 E	WM	8	SW SW	11	801	0.77
15 S	13 E	WM	8	SW SW	11	803	1.0
15 S	13 E	WM	8	SW SW	11	700	4.0
15 S	13 E	WM	8	SW SW	11	900	4.0
15 S	13 E	WM	9	SW NW	11	501	0.8
15 S	13 E	WM	18	SW SE	11	2802	3.74
15 S	13 E	WM	18	SW SE	11	2809	0.26
15 S	13 E	WM	20	NW NW	11	201	4.4
15 S	13 E	WM	21	SW NW	11	2800	0.35
15 S	13 E	WM	21	SW NW	11	200	0.25
15 S	13 E	WM	21	SW NW	11	300	0.25
15 S	13 E	WM	30	NW NW	11	902	3.0
17 S	12 E	WM	23	NE NE	1	106	6.8
17 S	12 E	WM	23	NW SW	1	1001	0.7
17 S	12 E	WM	26	NE SW	1	705	4.7
17 S	12 E	WM	28	NE SW	1	200	1.86
17 S	13 E	WM	31	NE SE	1	1100	3.0
17 S	14 E	WM	22	NE SE	1	801	0.2
18 S	13 E	WM	12	SE NW	1	501	0.4

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
18 S	11 E	WM	13	SW NE	Central Oregon Canal POD #1 – 1520 feet South & 1535 feet West from the NE corner of Section 13
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

3. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

4. The instream use is as follows:
Deschutes River tributary to the Columbia River

Instream Reach #1: From POD #1 to POD #11 (both as described in Finding of Fact #3)

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.121 Season 2: 0.162 Season 3: 0.300	96.26	April 1 – Oct. 26

Instream Reach #2: From POD #11 to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.505 Season 2: 0.673 Season 3: 1.247	400.28	April 1 – Oct. 26

5. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under Certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

The total volume protected instream shall not exceed 400.28 AF.

6. There is a supplemental water right, Certificate 76714, appurtenant to all or a portion of the lands described in Finding of Fact # 2. The Lessor and Lessee have requested that this water right not be included as part of this lease application. During the term of the lease, water use under this right will also be suspended.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new

injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

9. The lease application identifies the term of the lease as extending through 2011. However, the Lessee and Lessor have clarified that the term of this lease should only extend through 2007. Therefore, this lease will terminate on October 31, 2007.

Preliminary Award of Deschutes Basin Mitigation Credits

10. The Lessee, a mitigation bank chartered by the Water Resources Commission, has requested that the portion of the right to be protected instream be used to generate mitigation credits.

11. The Department assigned this mitigation credit project number MP-98.

12. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6). The Department also provided notice of the mitigation credit project to the Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, Oregon Parks and Recreation Department, Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2). Comments were received from Oregon Parks and Recreation Department. These comments identified that the proposed lease will contribute to flows necessary for recreation and aesthetic and scenic attraction.

13. No modifications were made to the lease based on the comments received.

14. The Department finds that **132.2** mitigation credits may be awarded to this mitigation credit project and assigned to the DWE Mitigation Bank. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the **General and Middle Deschutes Zones of Impact.**

15. The mitigation credits expire on December 31, 2007.

16. The use and maintenance of the mitigation credits is subject to the terms and conditions of the DWE Mitigation Bank Charter.

17. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of the Final Order approving the proposed instream lease shall result in completion of the project and verification that the project is complete.

No precedent is set by this Final Order as to the amount of mitigation credits that may be generated by a subsequent mitigation credit project.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON
10544
MP 113

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease conforms to the applicable provisions of OAR 690-077-0015.

This mitigation project results in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

ORDER

Therefore, it is ORDERED:

1. That the Lease as described herein is APPROVED.

2. The former place of use will no longer receive water as part of these rights, any supplemental rights or any other layered water rights for irrigation use, including ground water registrations, during the term of the lease.

3. The lease will terminate on October 31, 2007.

4. **Final Award of Deschutes Basin Mitigation Credits:** Issuance of this Final Order results in completion of the project and verification by the Department that the project is complete. The Department concludes that the mitigation credit project is awarded mitigation credits, as described above, pursuant to OAR 690-521-0400 and ORS 537.746. Mitigation Credits, in the amount of **132.2** credits, as described herein, are awarded to this mitigation project and assigned to the DWE Mitigation Bank. Mitigation Credits may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the **General and Middle Deschutes Zones of Impact.**

5. Mitigation credits are valid until used (or until they expire or are terminated) to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

6. The mitigation credits shall expire on December 31, 2007.

7. The use and maintenance of the mitigation credits shall be subject to the terms and conditions of the DWE Mitigation Bank Charter.

Dated at Salem, Oregon this 19th day of April 2007.

per Debbie Colleran
Phillip C. Ward, Director

Mailing date: APR 24 2007

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1271
(503) 986-0900
www.wrd.state.or.us

Water Right Transfer Supplemental Form

Map Waiver

The Director may waive or assist a transfer applicant in satisfying the map requirement (OAR 690-380-3100) for certain transfers if the criteria described in this form are met pursuant to OAR 690-380-3410.

This form must be prepared by the transfer applicant and the appropriate Regional Manager for the Oregon Water Resources Department. To prepare the form, a copy of the complete transfer application, including a description of the water rights to be transferred, must be provided to the Regional Manager.

This map waiver form must be signed by the Regional Manager and submitted with the transfer application.

Transfer Applicant: ORC & COID

Water Right(s) to be transferred: C-83571

1. The transfer **must** be one of the following. Please check the appropriate box.

☑ An instream transfer application filed pursuant to ORS 537.348.

☐ A transfer application necessary to complete a project funded by the Oregon Watershed Enhancement Board (OWEB) under ORS 541.375; or

☐ The transfer application is determined and endorsed in writing by ODFW as a change that will result in a net benefit to fish and wildlife habitat.

2. For an **instream transfer application filed pursuant to ORS 537.348**, a map waiver shall only be approved if the application meets one of the following additional criteria. Please check the appropriate box.

☐ The entirety of the right is being transferred to an instream water right and the location of the instream water right can be clearly delineated through reference to the existing point of diversion for the transferred right and other points of diversion or geographic reference points such as the mouth of the stream; or

☑ A map meeting the requirements of the transfer rules (OAR 690-380-3100) is available showing the lands not included in the transfer and the location of the instream water right can be clearly delineated through reference to the existing point of diversion for the transferred right and other points of diversion or geographic reference points such as the mouth of the stream. (Please include copy of map(s) with transfer application.)

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

3. For a **transfer application meeting any one of the criteria identified in #1** (including an instream transfer application), a map waiver may also be approved if other circumstances are present that make an application map unnecessary. If #2 does not apply, but circumstances are present that make an application map unnecessary, describe those circumstances below:

_____

_____

_____

_____

_____

_____

_____

_____

4. For any transfer application meeting one or more of the criteria identified in #1 that does not meet the criteria for a map waiver as described in #2 or #3, the Department may assist the applicant in development of the application map. The Department (through the regional office) may provide this assistance at the discretion of the appropriate Regional Manager. Please check the appropriate box below if the Department has provided assistance in development of the transfer application map:

☐ A map meeting the requirements of OAR 690-380-3100 has been prepared by Department staff and is included with the transfer application.

☐ The map provided with the transfer application has been developed with assistance from Department staff and meets the requirements of OAR 690-380-3100.

Signature: _____ Date: 2-8-08

OWRD Regional Manager, SC Region

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Horton / Heynes / Fitzsimmons

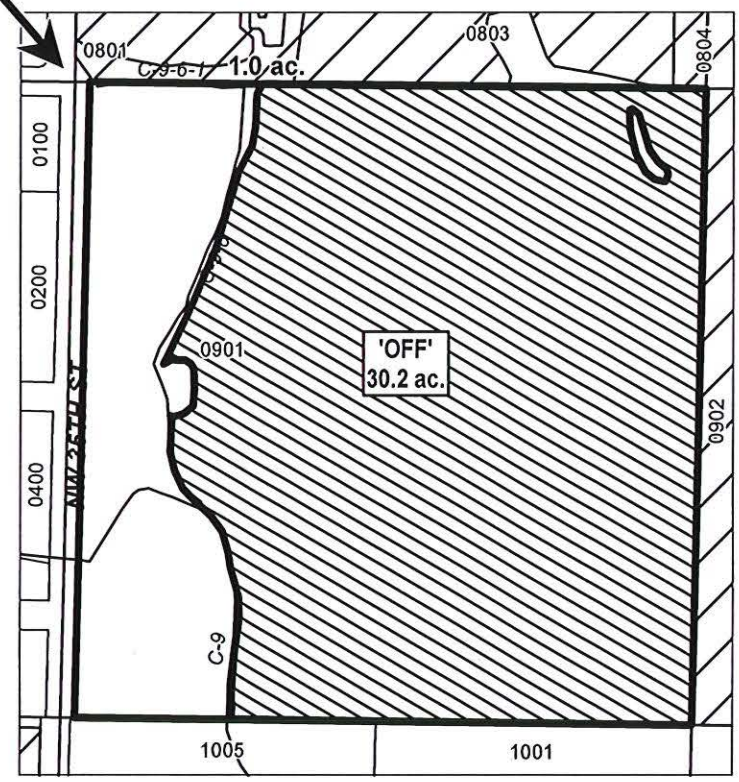
DESCHUTES COUNTY
SEC.05 T15S R13E

SCALE - 1" = 400'

N

NW 1/4 OF THE SW 1/4

W 1/4 COR



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXISTING WATER RIGHTS
OFF LANDS

"OFF" MAP

CENTRAL OREGON IRRIGATION DISTRICT

APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 901 **30.2 ACRES**

DATE: 01-09-08

FILE: E:\TRANSFER\WRTRANS08\ DRC\151305_901.PDF

MP 1 13

T 10544

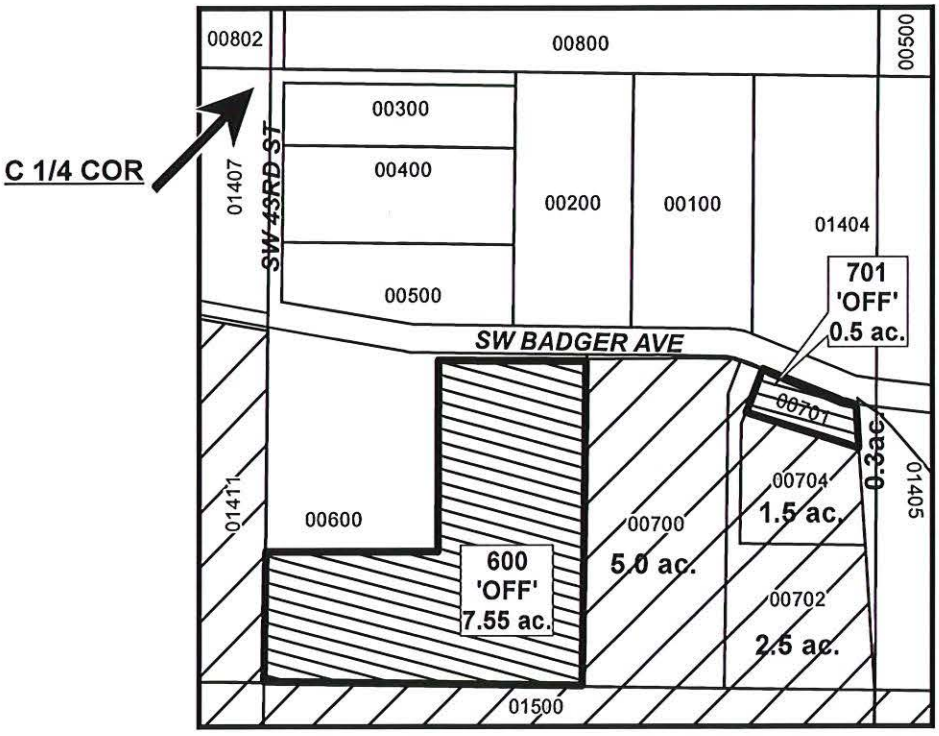
Arrowood / Scorza

DESCHUTES COUNTY
SEC.30 T15S R13E

SCALE - 1" = 400'

N

NW 1/4 OF THE SE 1/4



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

# ac.	'OFF' LAND PARCELS
# ac.	PARCELS W/ WATER RIGHTS

"OFF" MAP

CENTRAL OREGON IRRIGATION DISTRICT

APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 600, 701 **8.05 ACRES**

DATE: 01-21-08

FILE: E:\TRANSFER\WRTRANS08\ DRC\151230_NWSE.PDF

T 10544 MP 1 13 MP 1 13

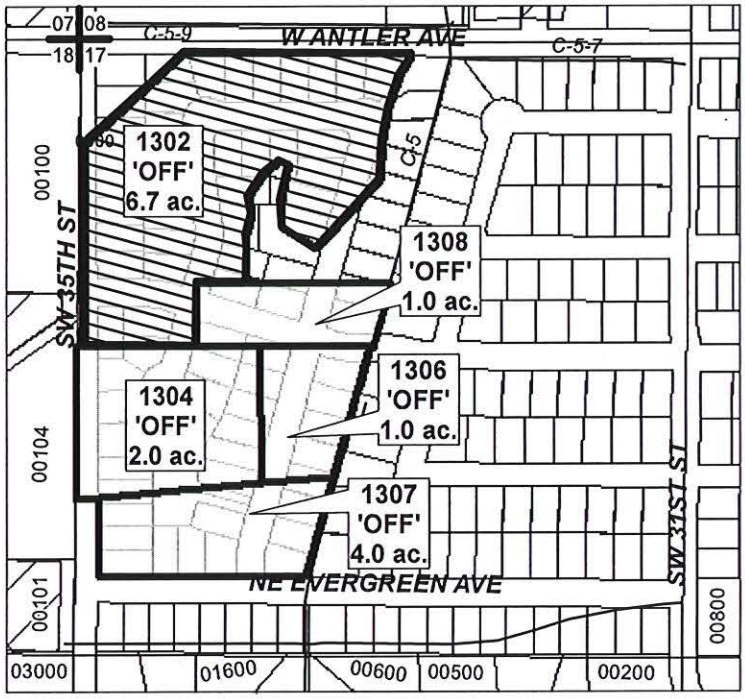
Arrowood

DESCHUTES COUNTY
SEC.17 T15S R13E

SCALE - 1" = 400'

N

NW 1/4 OF THE NW 1/4



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

OFF LANDS

ac. OFF LAND PARCELS

"OFF" MAP

CENTRAL OREGON IRRIGATION DISTRICT

APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 1302, 1304, 1306, 1307, 1308 **14.7 ACRES**

DATE: 01-21-08

FILE: E:\TRANSFER\WRTRANS08\ DRC\151217_NWNW.PDF

MP 1 13

T 10544

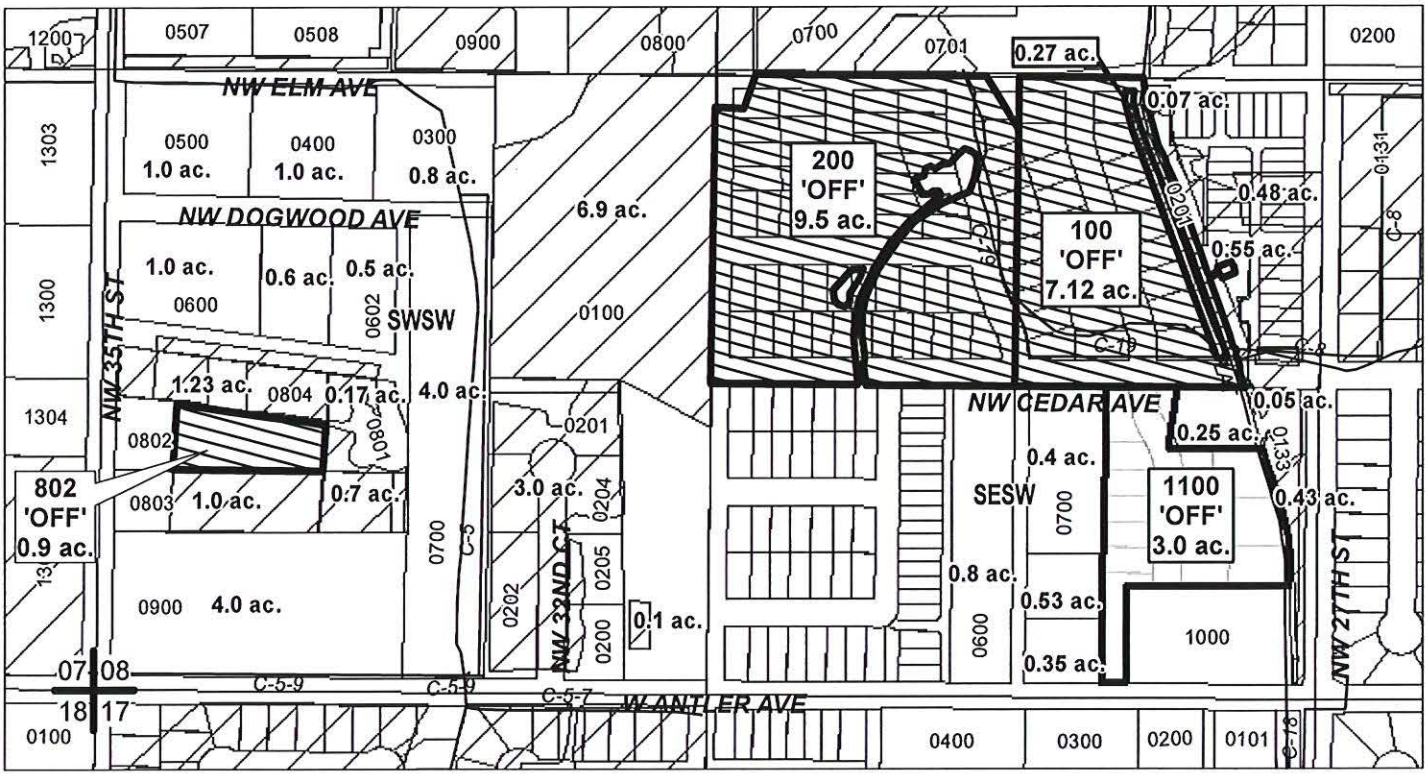
DESCHUTES COUNTY
SEC.08 T15S R13E

SCALE - 1" = 400'

N

SW 1/4 OF THE SW 1/4; SE 1/4 OF THE SW 1/4

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON



100 → Pahlisch 7.12
100 → Pahlisch 9.50
802 → Garner 0.90
1100 → Alterra Invest 3.00
20.52

- EXISTING WATER RIGHTS
- # ac. PARCELS W/ WATER RIGHTS
- OFF LANDS
- # ac. 'OFF' LAND PARCELS

"OFF" MAP

CENTRAL OREGON IRRIGATION DISTRICT

APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 100, 200, 802, 1100 **20.52 ACRES**

DATE: 01-22-08

FILE: E:\TRANSFER\WRTRANS07\ DRC\151308_SW.PDF

MP 1 13

T 10544

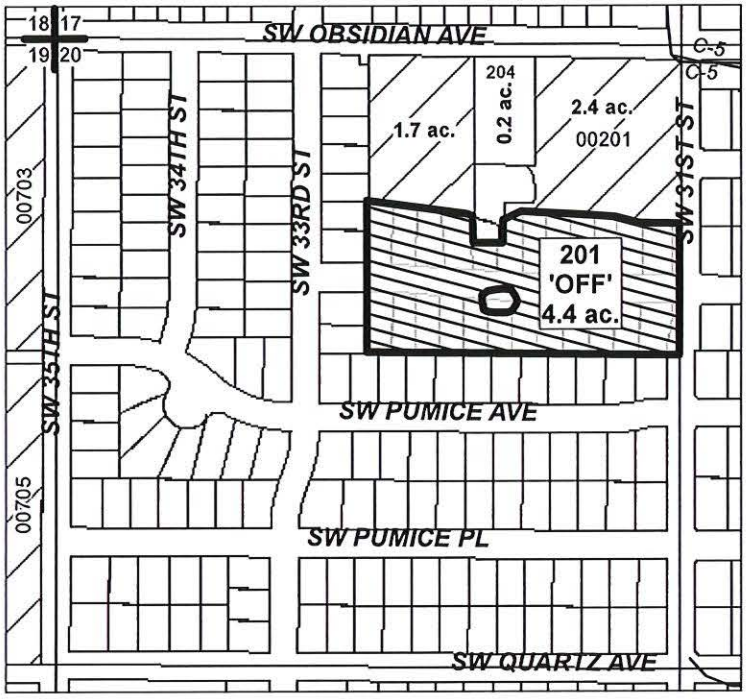
Arthur

DESCHUTES COUNTY
SEC.20 T15S R13E

SCALE - 1" = 400'

N

NW 1/4 OF THE NW 1/4



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXISTING WATER RIGHTS
ac. PARCELS W/ WATER RIGHTS
OFF LANDS

"OFF" MAP

CENTRAL OREGON IRRIGATION DISTRICT

APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 201 **4.4 ACRES**

DATE: 01-21-08

FILE: E:\TRANSFER\WRTRANS08\ DRC\151220_201.PDF

WP 1 13

T 10544

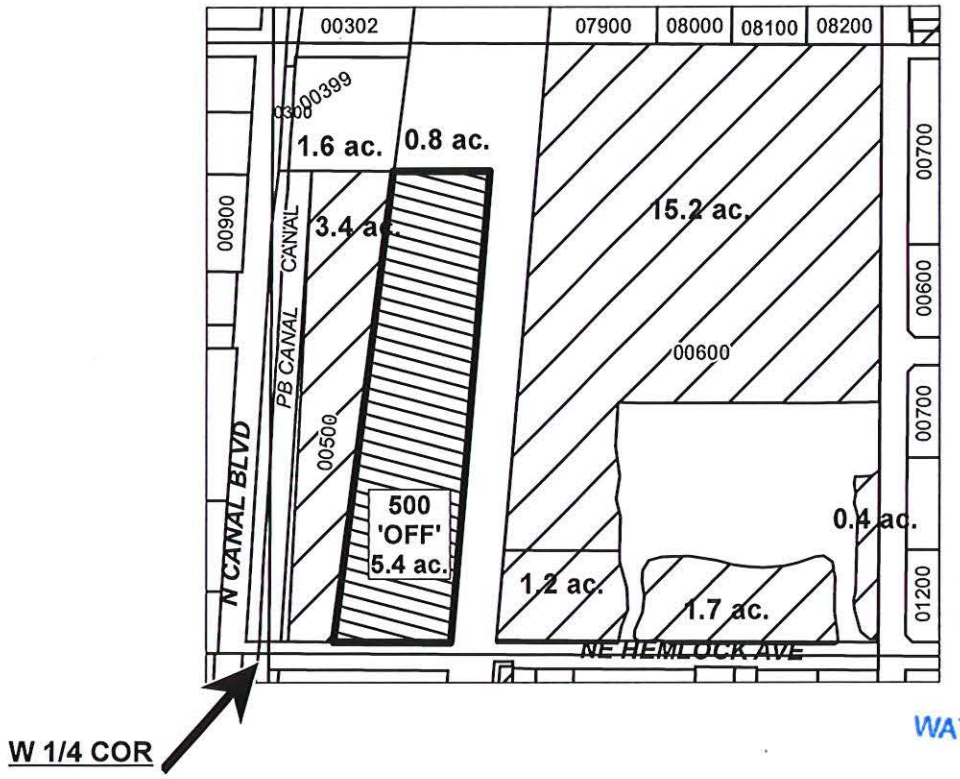
Dean

DESCHUTES COUNTY
SEC.10 T15S R13E

SCALE - 1" = 400'

N

SW 1/4 OF THE NW 1/4



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXISTING WATER RIGHTS
ac. PARCELS W/ WATER RIGHTS
OFF LANDS

"OFF" MAP

CENTRAL OREGON IRRIGATION DISTRICT

APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 500 **5.4 ACRES**

DATE: 01-21-08

FILE: E:\TRANSFER\WRTRANS08\ DRC\151210_500.PDF

MP 1 13

T 10544

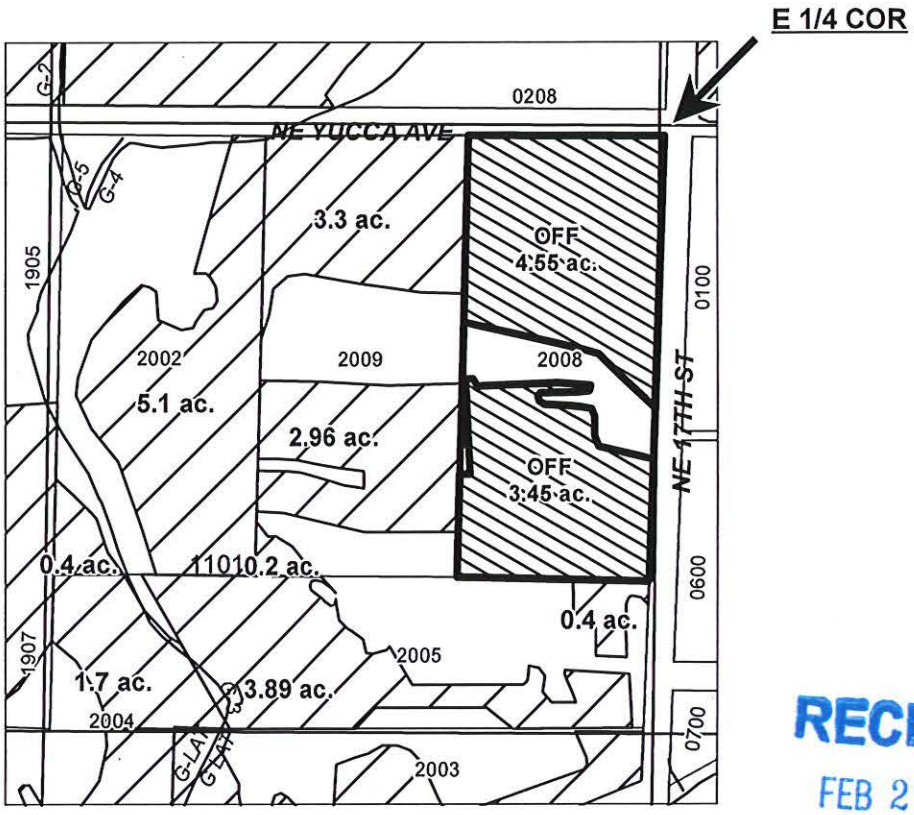
Hoskin

DESCHUTES COUNTY
SEC.34 T14S R13E

SCALE - 1" = 400'

N

NE 1/4 OF THE SE 1/4



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXISTING WATER RIGHTS
OFF LANDS

"OFF" MAP

CENTRAL OREGON IRRIGATION DISTRICT

APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 2008 **8.0 ACRES**

DATE: 01-09-08

FILE: E:\TRANSFER\WRTRANS08\ DRC\141334_2008.PDF

MP 1 13

T 10544

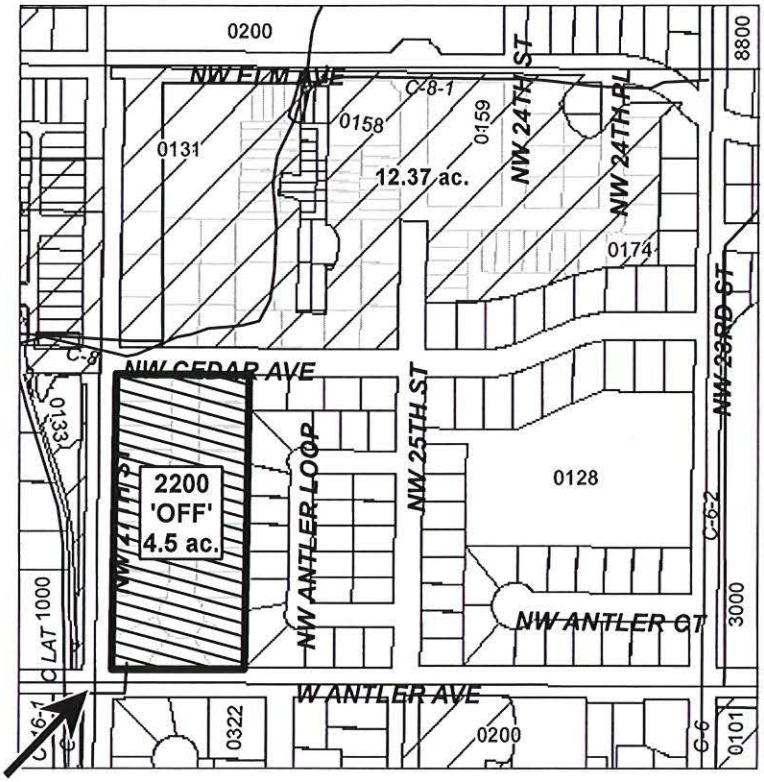
Haynie

DESCHUTES COUNTY
SEC.08 T15S R13E

SCALE - 1" = 400'

N

SW 1/4 OF THE SE 1/4



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXISTING WATER RIGHTS
OFF LANDS

"OFF" MAP

CENTRAL OREGON IRRIGATION DISTRICT

APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 2200 **4.5 ACRES**

DATE: 01-22-08

FILE: E:\TRANSFER\WRTRANS07\ DRC\151308_2200.PDF

MP 1 18

T 10544

MP 1 18

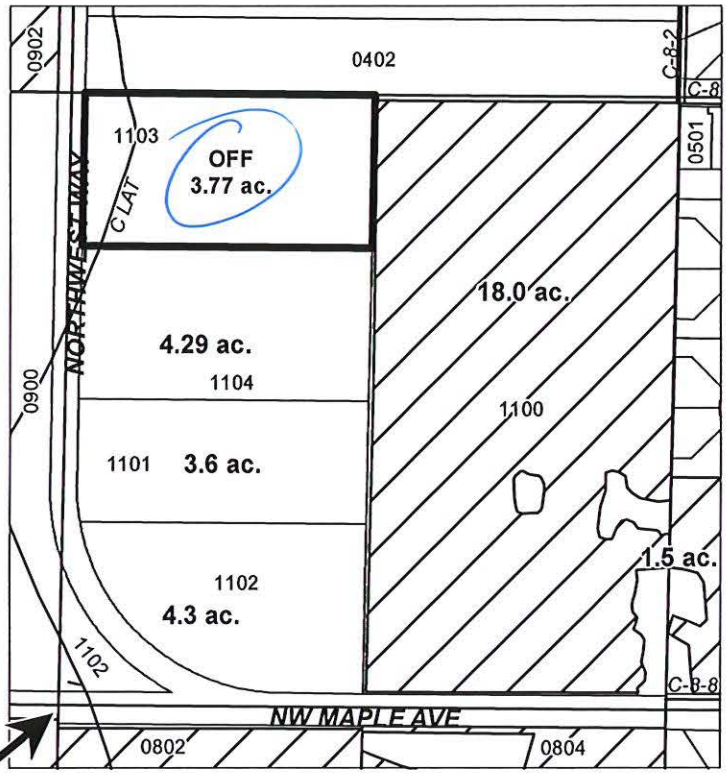
Whipple

DESCHUTES COUNTY
SEC.05 T15S R13E

SCALE - 1" = 400'

N

SW 1/4 OF THE SE 1/4



S 1/4 COR

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

	EXISTING WATER RIGHTS
# ac.	PARCELS W/ WATER RIGHTS
#	'OFF' LAND PARCELS

"OFF" MAP

CENTRAL OREGON IRRIGATION DISTRICT

APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 1103 **3.77 ACRES**

DATE: 01-09-08

FILE: E:\TRANSFER\WRTRANS08\ DRC\151305_1103.PDF

MP 1 13

T 10544

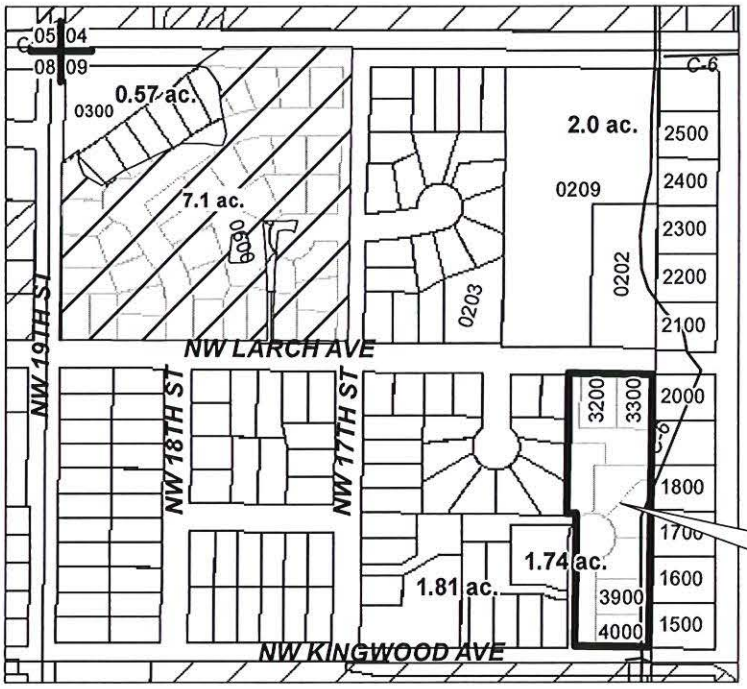
Prescott

DESCHUTES COUNTY
SEC.09 T15S R13E

SCALE - 1" = 400'

N

NW 1/4 OF THE NW 1/4



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXISTING WATER RIGHTS

ac. PARCELS W/ WATER RIGHTS

ac. 'OFF' LAND PARCELS

"OFF" MAP

CENTRAL OREGON IRRIGATION DISTRICT

APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 205 **2.0 ACRES**

DATE: 01-21-08

FILE: E:\TRANSFER\WRTRANS08\ DRC\151209_205.PDF

T 10544

MP 11/3

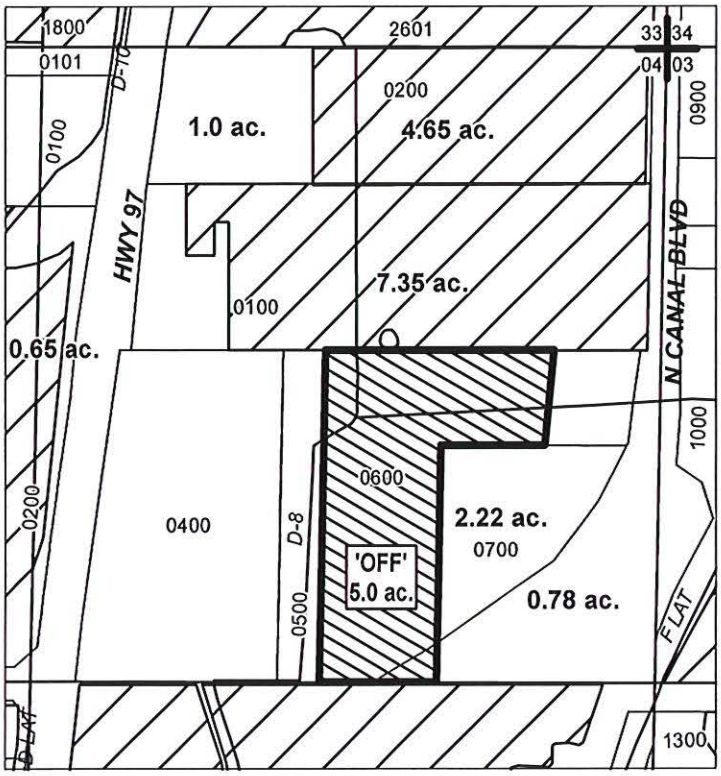
Watson

DESCHUTES COUNTY
SEC.04 T15S R13E

SCALE - 1" = 400'

N

NE 1/4 OF THE NE 1/4



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXISTING WATER RIGHTS
ac. PARCELS W/ WATER RIGHTS
OFF LANDS

"OFF" MAP

CENTRAL OREGON IRRIGATION DISTRICT

APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 600 **5.0 ACRES**

DATE: 01-09-08

FILE: E:\TRANSFER\WRTRANS08\ DRC\151304_600.PDF

WP 113

T 10544

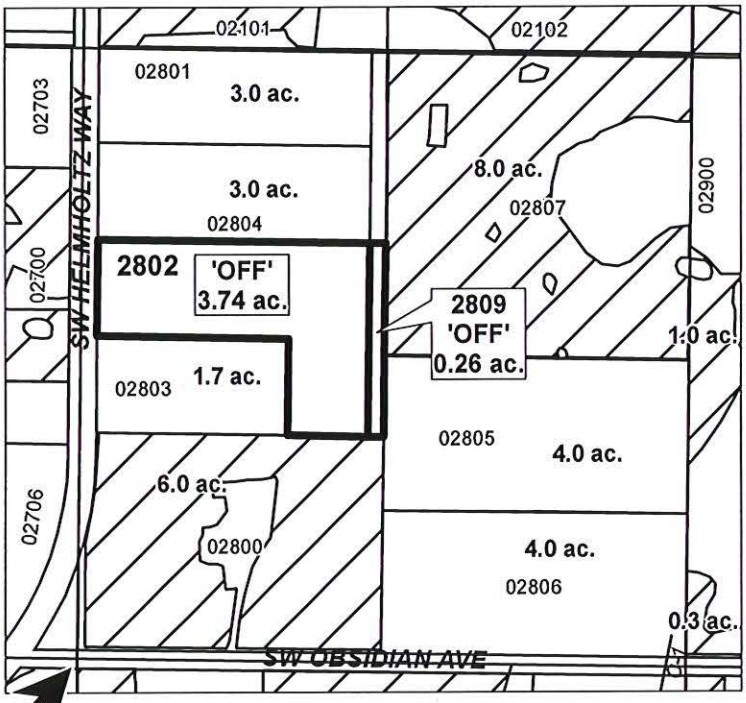
Hendricks

DESCHUTES COUNTY
SEC.18 T15S R13E

SCALE - 1" = 400'

N

SW 1/4 OF THE SE 1/4



S 1/4 COR

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXISTING WATER RIGHTS

ac. PARCELS W/ WATER RIGHTS

ac. 'OFF' LAND PARCELS

"OFF" MAP

CENTRAL OREGON IRRIGATION DISTRICT

APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 2802, 2809 **4.0 ACRES**

DATE: 01-21-08

FILE: E:\TRANSFER\WRTRANS08\ DRC\151218_SWSE.PDF

T 10544

MP 1 1/3

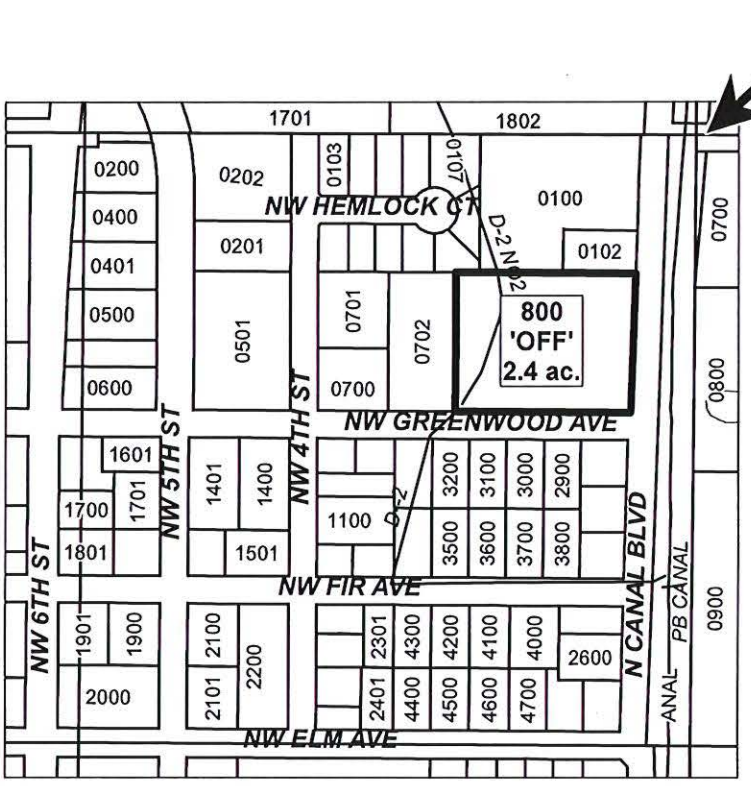
A & M Ventures

DESCHUTES COUNTY
SEC.09 T15S R13E

SCALE - 1" = 400'

N

NE 1/4 OF THE SE 1/4



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

# ac.	'OFF' LAND PARCELS
# ac.	PARCELS W/ WATER RIGHTS

"OFF" MAP

CENTRAL OREGON IRRIGATION DISTRICT

APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES RIVER CONSERVANCY

MP 11-3

TAXLOT #: 800 2.4 ACRES

DATE: 01-21-08

T 10544

FILE: E:\TRANSFER\WRTRANS08\ DRC\151209_800.PDF

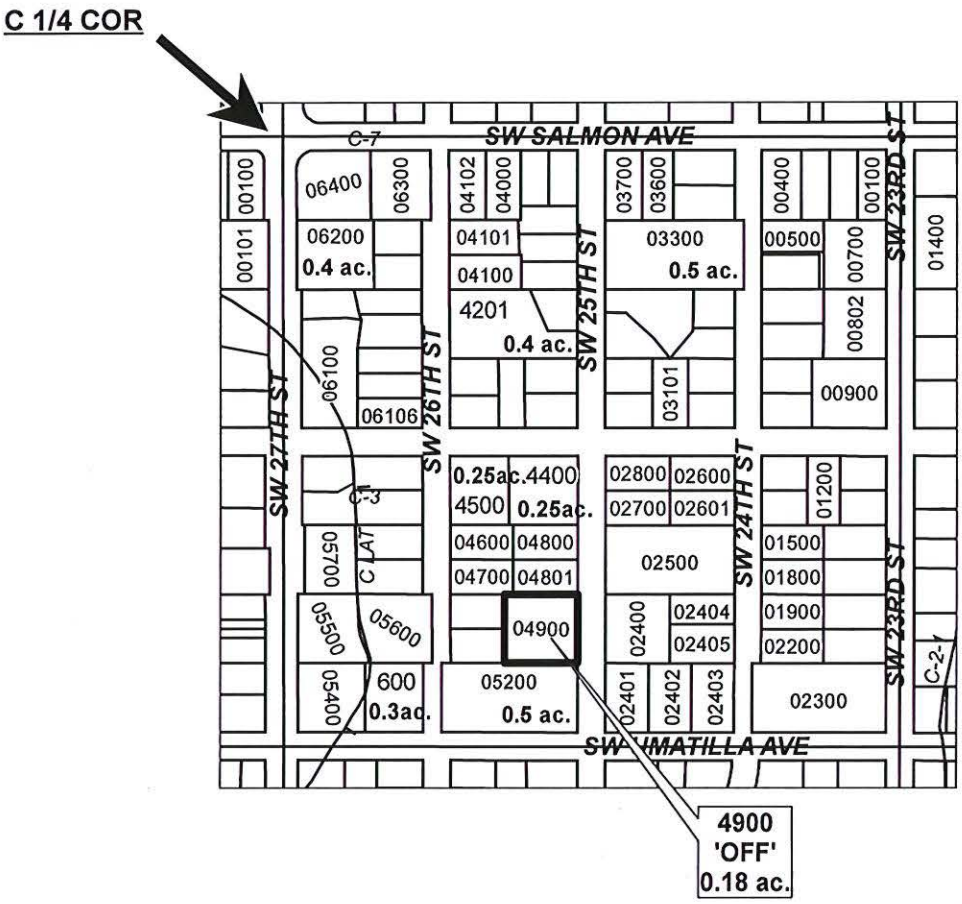
Chilcott

DESCHUTES COUNTY
SEC.20 T15S R13E

SCALE - 1" = 400'

N

NW 1/4 OF THE SE 1/4



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

# ac.	'OFF' LAND PARCELS
# ac.	PARCELS W/ WATER RIGHTS

"OFF" MAP

CENTRAL OREGON IRRIGATION DISTRICT

APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 4900 **0.18 ACRES**

MP 113

DATE: 01-21-08

FILE: E:\TRANSFER\WRTRANS08\ DRC\151220_4900.PDF

T 10544

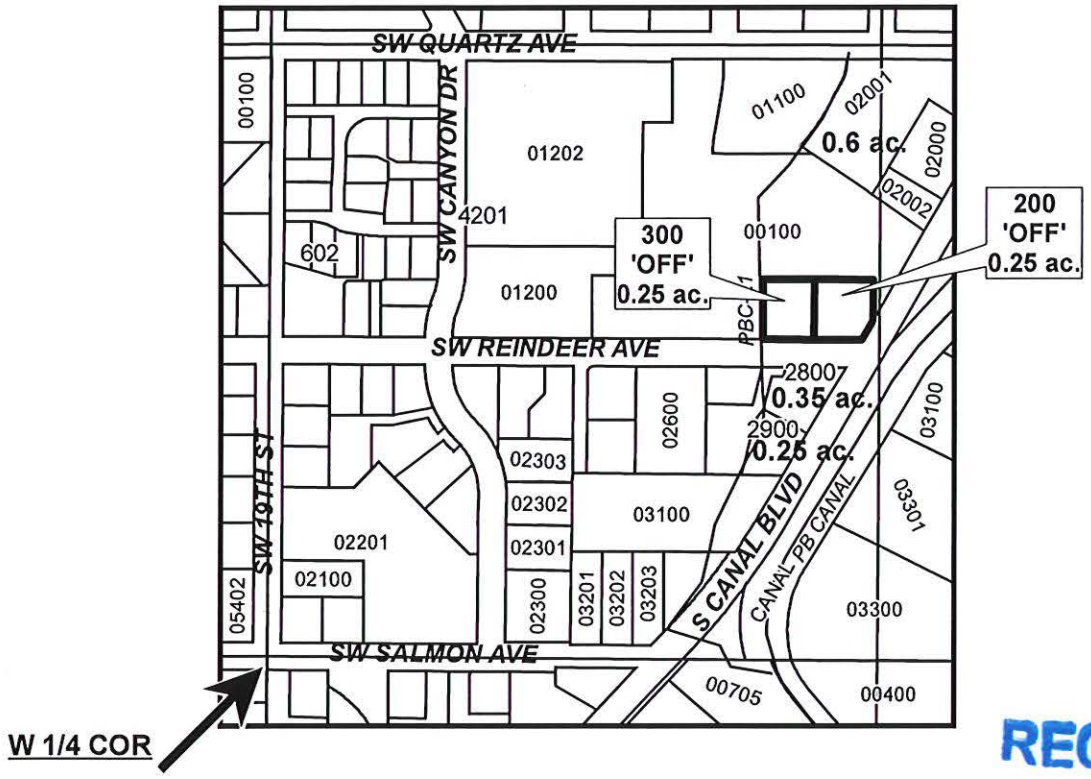
Blackwell

DESCHUTES COUNTY
SEC.21 T15S R13E

SCALE - 1" = 400'

N

SW 1/4 OF THE NW 1/4



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

# ac.	'OFF' LAND PARCELS
# ac.	PARCELS W/ WATER RIGHTS

"OFF" MAP

CENTRAL OREGON IRRIGATION DISTRICT

APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 200, 300 **0.5 ACRES**

DATE: 01-21-08

FILE: E:\TRANSFER\WRTRANS08\ DRC\151221_SWNW.PDF

T 10544 MP113

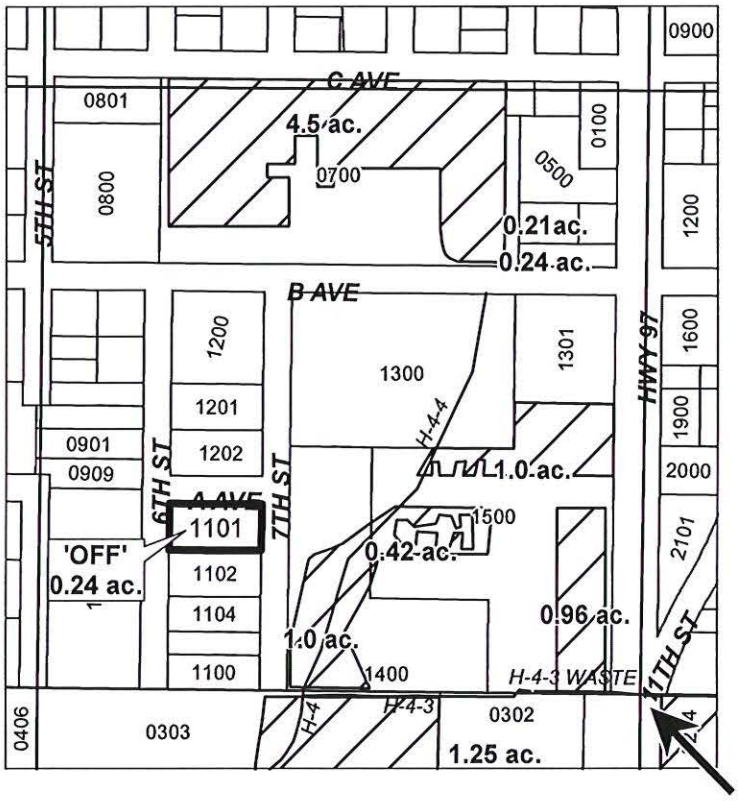
North

DESCHUTES COUNTY
SEC.16 T14S R13E

SCALE - 1" = 400'

N

SE 1/4 OF THE SW 1/4



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

	EXISTING WATER RIGHTS
# ac.	PARCELS W/ WATER RIGHTS
#	'OFF' LAND PARCELS

"OFF" MAP

CENTRAL OREGON IRRIGATION DISTRICT

APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 1101 **0.24 ACRES**

DATE: 01-08-08

FILE: E:\TRANSFER\WRTRANS08\ DRC\141316_1101.PDF

MP 119

T 10544

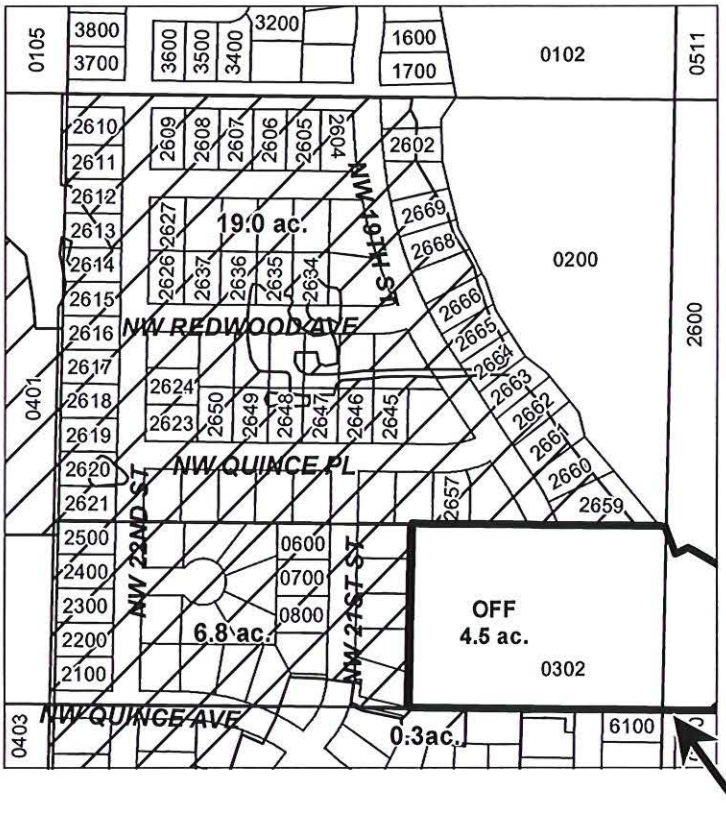
Wasabi

DESCHUTES COUNTY
SEC.05 T15S R13E

SCALE - 1" = 400'

N

SE 1/4 OF THE NE 1/4



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXISTING WATER RIGHTS

ac. 'OFF' LAND PARCELS

"OFF" MAP

CENTRAL OREGON IRRIGATION DISTRICT

APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 302 **4.5 ACRES**

DATE: 01-09-08

FILE: E:\TRANSFER\WRTRANS08\ DRC\151305_302.PDF

T 10544 MP 113

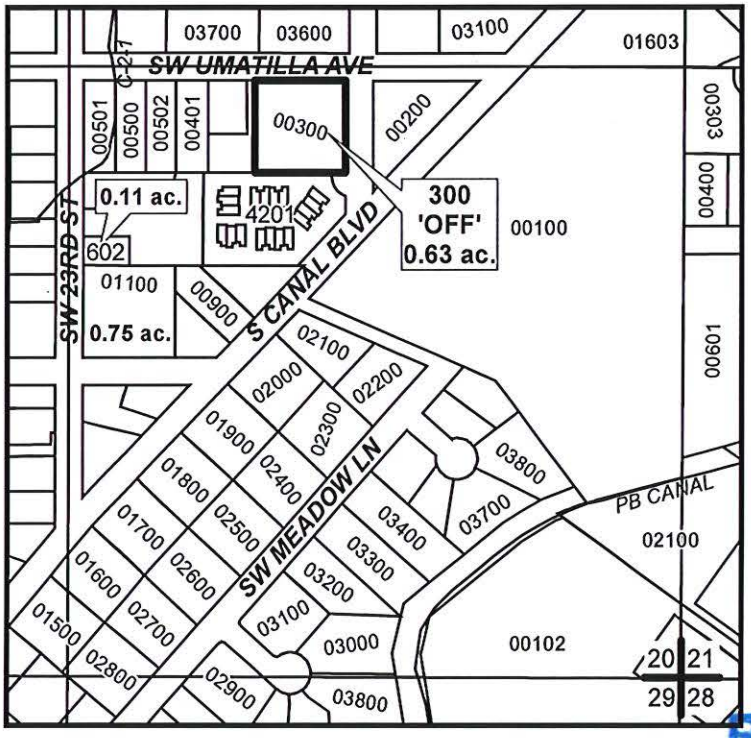
Clarke

DESCHUTES COUNTY
SEC.20 T15S R13E

SCALE - 1" = 400'

N

SE 1/4 OF THE SE 1/4



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

# ac.	'OFF' LAND PARCELS
# ac.	PARCELS W/ WATER RIGHTS

"OFF" MAP

CENTRAL OREGON IRRIGATION DISTRICT

APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES RIVER CONSERVANCY

TAXLOT #: 300 **0.63 ACRES**

DATE: 01-21-08

FILE: E:\TRANSFER\WRTRANS08\ DRC\151220_300.PDF

T 10541 MP 113

QC	Cty. File #	Grantor Last	Acres	T/L	POU	Current Owner	QC				WR Map			Proof of Use				
							QC	Sign. Auth	Warranty	Report	Map	Waiver	Cert. Pg. #	Rem WR?	Affadavit	Aerial	Year	Lease	Year
1	2007-57912	Horton,Heyne,Fitzsimons	30.2			COID	Y	NA	Y	Y					Y	Y	2005		
1		Arrowood Development	7.55			COID	Y		Y	Y					Y			L-640	2005
1		Arrowood Development	14.7			COID	Y		Y	Y					Y	Y	2005	L-763	2006
1	2004-40667	Elk Horn Development	16.62			COID	Y	Y	Y	Y					Y			L-807	2007
1	2005-43218	George Arthur	4.4			COID	Y	NA	Y	Y					Y	Y	2004	L-807	2007
1	2006-11231	Pat C Dean	5.4			COID	Y	NA	Y	Y					Y	Y	2004	L-765	2006
1	2006-12426	Gene Hoskin et al	8			COID	Y	NA	Y	Y					Y	Y	2004	L-765	2006
1	2006-15525	Havnip Investments	4.5			COID	Y	Y	Y	Y					Y	Y	2004	L-765	2006
1	2006-15589	Duane Whipple	3.77			COID	Y	NA	Y	NA					Y	Y	2004		
1	2006-19264	Prescott Rice	2			COID	Y	NA	Y	Y					Y	Y	2004		
1	2006-28474	Hayden H. Watson	5			COID	Y	NA	Y	Y					Y	Y	2004	L-807	2007
1	2006-35861	Lorraine Hendricks	4			COID	Y	NA	Y	Y					Y			L-807	2007
1	2006-15112	Alterra Invest. LLC	3			COID	Y	Y	Y	Y					Y	Y	BU Photo	L-765	2006
1	2006-33260	A & M Ventures	2.4			COID	Y		Y	Y					Y			L-765	2006
1	2006-35860	Michael Chilcott	0.18			COID	Y	NA	Y	Y					Y	Y	2004		
1	2006-39248	Samuel E. Blackwell Jr	0.25			COID	Y	NA	Y	Y					Y			L-807	2007
1	2006-39253	Samuel E. Blackwell Jr	0.25			COID	Y	NA	Y	Y					Y			L-807	2007
1	2006-44103	David Noah	0.24			COID	Y	NA	Y	Y					Y	Y	2004		
1	2007-21575	Richard Scorza	0.5			COID	Y	NA	Y	Y					Y			L-852	2007
1	2006-77696	Charles Garner	0.9			COID	Y	NA	Y	Y					Y			L-807	2007
1	2007-29099	WASABI WASABI LLC	4.5			COID	Y	Y	Y	Y					Y	Y	2005		
1	2007-48193	Suzanna Clarke	0.63			COID	Y	NA	Y	Y					Y	Y	2005		
22			118.99	0	0														

T 10544 MP113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2005-22070

$61.00

00355083200500220700080088

04/13/2005 10:13:21 AM

D-D Cnt=1 Stn=3 PAM
$35.00 $11.00 $10.00 $5.00

DESCHUTES COUNTY CLERK

CERTIFICATE PAGE

3.45 acres of the 11.0 acres quit-claimed is on transfer T-10224

7.55 acres available for transfer

This page i
if document is re-recorded.
Do Not remove from original document.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP113

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

MAIL TAX STATEMENT
TO: NO CHANGE

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, William B. Curtis, as to an undivided 1/3 interest and Stanley Rice as to an undivided 1/3 interest and Kenneth Krieger and Dorothy Kreiger, co-trustees of the Krieger Revocable Trust dated Aug. 29, 2000 as to an undivided 1/3 interest, as tenants in common releases and quitclaims to Arrowood Development LLC, Grantee, all of Grantor's rights, title and interest in 11.0 acres of Central Oregon Irrigation District ("COID") water rights that are appurtenant to Grantor's land listed in Exhibit A, attached hereto and incorporated hereto by reference. Grantee shall forthwith file a Temporary Instream Lease Application with Oregon Water Resources Department (OWRD), for said water and water rights. Said water and water rights shall remain leased instream until such time as Grantee elects to complete and submit to OWRD a transfer application for use of said water and water rights at a new location and/or use. No such transfer or sale of said water and water rights shall be allowed without the written consent of COID. Such consent shall be at the sole discretion of COID.

By this deed, Grantor hereby notifies any subsequent purchaser of the lands listed in Exhibit A, that Grantor, as the current owner of the subject land, has approved the removal (including a change in the place and type of use and point of diversion) of the water rights that are appurtenant to the subject land; and that upon completion of a transfer, with the consent of COID and Grantee, the subject land will no longer have the said appurtenant water rights. If an easement is required for the delivery of water rights to the lands listed in Exhibit A, and all water rights are being removed from the lands listed in Exhibit A, Grantor and Grantee hereby release any interest in and/or to said easement.

Grantee shall hereafter pay to COID, the District assessment and all other charges pertaining to the said 11.0 acres of water and water rights. Until such time as a transfer is approved by COID and OWRD, Grantor shall remain liable for any unpaid District assessment or charges pertaining to said 11.0 acres of water rights. Grantor and Grantee acknowledge the failure to pay District assessments or other charges pertaining to the 11.0 acres of water rights may result in the forfeiture of said water rights. Said water rights are further described as that portion of Certificate #76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located: 15-13-30 NW SE 600.

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Consideration for this Quitclaim: $9,900.00.

Grantor:

SEE ATTACHED SIGNATURE PAGES

_____ Date _____
William B. Curtis

State of _____, County of _____) ss:

This instrument was acknowledged before me on _____ by William B. Curtis.

_____
Notary Public

© Central Oregon Irrigation District 2005

T 10544 MP 113

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

MAIL TAX STATEMENT
TO: NO CHANGE

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, William B. Curtis, as to an undivided 1/3 interest and Stanley Rice as to an undivided 1/3 interest and Kenneth Krieger and Dorothy Kreiger, co-trustees of the Krieger Revocable Trust dated Aug. 29, 2000 as to an undivided 1/3 interest, as tenants in common releases and quitclaims to Arrowood Development LLC, Grantee, all of Grantor's rights, title and interest in 11.0 acres of Central Oregon Irrigation District ("COID") water rights that are appurtenant to Grantor's land listed in Exhibit A, attached hereto and incorporated hereto by reference. Grantee shall forthwith file a Temporary Instream Lease Application with Oregon Water Resources Department (OWRD), for said water and water rights. Said water and water rights shall remain leased instream until such time as Grantee elects to complete and submit to OWRD a transfer application for use of said water and water rights at a new location and/or use. No such transfer or sale of said water and water rights shall be allowed without the written consent of COID. Such consent shall be at the sole discretion of COID.

By this deed, Grantor hereby notifies any subsequent purchaser of the lands listed in Exhibit A, that Grantor, as the current owner of the subject land, has approved the removal (including a change in the place and type of use and point of diversion) of the water rights that are appurtenant to the subject land; and that upon completion of a transfer, with the consent of COID and Grantee, the subject land will no longer have the said appurtenant water rights. If an easement is required for the delivery of water rights to the lands listed in Exhibit A, and all water rights are being removed from the lands listed in Exhibit A, Grantor and Grantee hereby release any interest in and/or to said easement.

Grantee shall hereafter pay to COID, the District assessment and all other charges pertaining to the said 11.0 acres of water and water rights. Until such time as a transfer is approved by COID and OWRD, Grantor shall remain liable for any unpaid District assessment or charges pertaining to said 11.0 acres of water rights. Grantor and Grantee acknowledge the failure to pay District assessments or other charges pertaining to the 11.0 acres of water rights may result in the forfeiture of said water rights. Said water rights are further described as that portion of Certificate #76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located: 15-13-30 NW SE 600.

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

Consideration for this Quitclaim: $9,900.00. Grantee agrees to pay 2005 and any unpaid assessments or charges pertaining to said 11.0 acres of water rights

Grantor:

William B. Curtis Date 03-25-05

William B. Curtis

03-25-05

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon, County of Washington) ss:

This instrument was acknowledged before me on March 25 2005 by William B. Curtis.

SIGNATURE PAGE TO BE ATTACHED TO ORIGINAL DOCUMENT

Notary Public

OFFICIAL SEAL
SARAH SOOK
NOTARY PUBLIC-OREGON
COMMISSION NO. 382614
MY COMMISSION EXPIRES JULY 11, 2008

© Central Oregon Irrigation District 2005

T 10544 MP 113

Stanley D Rice

Stanley Rice Date 25 Mar 05

State of ALASKA, County of JUNEAU) ss:

This instrument was acknowledged before me on MARCH 25, 2005 by Stanley Rice.

MARY E. SMITH My Commission Expires NOTARY PUBLIC

Mary E Smith

Notary Public

Kenneth Krieger, co-trustee of the Krieger Revocable Trust dated August 29, 2000 Date _____

Dorothy Krieger, co-trustee of the Krieger Revocable Trust dated August 29, 2000 Date _____

State of _____, County of _____) ss:

This instrument was acknowledged before me on _____ by Kenneth Krieger, co-trustee of the Krieger Revocable Trust dated August 29, 2000

_____

Notary Public

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of _____, County of _____) ss:

This instrument was acknowledged before me on _____ by Dorothy Krieger, co-trustee of the Krieger Revocable Trust dated August 29, 2000

_____

Notary Public

SIGNATURE PAGE TO BE ATTACHED TO ORIGINAL DOCUMENT

_____ Date _____

Stanley Rice

State of _____, County of _____) ss:

This instrument was acknowledged before me on _____ by Stanley Rice.

_____

Notary Public

_____ Date _____

Kenneth Krieger, co-trustee of the Krieger Revocable Trust dated August 29, 2000

Dorothy Krieger Date March 29, 2005

Dorothy Krieger, co-trustee of the Krieger Revocable Trust dated August 29, 2000

State of _____, County of _____) ss:

This instrument was acknowledged before me on _____ by Kenneth Krieger, co-trustee of the Krieger Revocable Trust dated August 29, 2000

_____

Notary Public

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Alaska, ~~County of~~ First Judicial District) ss:

This instrument was acknowledged before me on March 29, 2005 by Dorothy Krieger, co-trustee of the Krieger Revocable Trust dated August 29, 2000

Teri Veasey

Notary Public

My commission Expires 4/15/08

SIGNATURE PAGE TO BE ATTACHED TO ORIGINAL DOCUMENT

T 10544 MP113

Kenneth J. Krieger Date 3/30/05

Kenneth Krieger, co-trustee of the Krieger Revocable Trust dated August 29, 2000

State of Oregon

County of Multnomah

This instrument was acknowledged before me on Kenneth J. Krieger by Kenneth Krieger as Co-Trustee of The Krieger Revocable Trust dated August 29, 2000.

Debbie J. Hull
Notary Public

OFFICIAL SEAL
DEBBIE J. HULL
NOTARY PUBLIC-OREGON
COMMISSION NO. 359858
MY COMMISSION EXPIRES JULY 29, 2006

_____ Date _____

Dorothy Krieger, co-trustee of the Krieger Revocable Trust dated August 29, 2000

State of _____

County of _____

This instrument was acknowledged before me on _____ by Dorothy Krieger as Co-Trustee of The Krieger Revocable Trust dated August 29, 2000.

_____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

SIGNATURE PAGE TO BE ATTACHED TO ORIGINAL DOCUMENT

Grantee:

Arrowood Development, LLC Date 3/31/05

State of Oregon, County of Deschutes) ss.

This instrument was acknowledged before me on March 31, 2005 by John P. Lietz as Authorized Signer for Arrowood Development.

OFFICIAL SEAL
LAURA L GORDON
NOTARY PUBLIC-OREGON
COMMISSION NO. 361512
MY COMMISSION EXPIRES SEP. 23, 2006

Laura L Gordon
Notary Public

APPROVED:

Steven C. Johnson, Secretary-Manager Central Oregon Irrigation District Date 4-5-2005

State of Oregon, County of Deschutes) ss:

This instrument was acknowledged before me on April 5, 2005 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC - OREGON
COMMISSION NO. 354438
MY COMMISSION EXPIRES FEB. 5, 2006

Leslie Clark
Notary Public

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

SIGNATURE PAGE TO BE ATTACHED TO ORIGINAL DOCUMENT

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situated in a portion of the Southeast Quarter (SE1/4) of Section Thirty (30), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a ½" rod monumenting the East ¼ corner of Section 30, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, the initial point; thence North 89°48'56" West along the North line of the Southeast Quarter (SE1/4) of said Section 30, 2641.06 feet to the West line of the Northwest Quarter of said Southeast Quarter (NW1/4SE1/4); thence South 00°00'18" West along said West line, 528.41 feet to the centerline of SW Badger Avenue, a 60.00 foot wide road, 30.00 feet each side of centerline and the true point of beginning; thence South 80°33'01" East along said centerline, 306.39 feet to the beginning of a curve; thence 24.31 feet along the arc of a 150.00 foot radius curve left of said centerline forming a deflection angle of 09°17'09" and a long chord bearing South 85°11'35" East, 24.28 feet to the end of said curve; thence South 89°50'10" East along said centerline, 370.56 feet to a ½" pipe; thence South 00°10'01" West, 746.40 feet to a ½" pipe on the South line of said NW1/4SE1/4; thence North 89°49'59" West along said South line, 694.89 feet to the West line of said NW1/4SE1/4; thence North 00°00'18" East along said West line, 797.77 feet to the point of beginning.

EXCEPTING THEREFROM the right of Badger Avenue as shown on the official plat of said land.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Short-Term Lease of Existing Water Rights for Instream Use and Preliminary and Final Award of Mitigation Credits, Certificates 76358 and 76714, Deschutes County	)))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE and MITIGATION CREDIT PROJECT

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating short-term instream lease applications.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Lessor #1
Arrowood Development
250 NW Franklin Ave., Suite 203
Bend, OR 97701

Central Oregon Irrigation District (COID)
2598 N Hwy. 97
Redmond, OR 97756
transfers@coid.org

Lessor #2
Central Oregon Irrigation District (COID)
2598 N Hwy. 97
Redmond, OR 97756
transfers@coid.org

Lessee
Deschutes Water Exchange (DWE) Mitigation Bank
PO Box 1560
Bend, OR 97709
danielle@deschutesrc.org

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Findings of Fact

1. Arrowood Development, COID and the DWE Mitigation Bank filed an application to lease a portion of Certificates 76358 and 76714 to instream use. The Department assigned the application number L-640.

2. Interest in the portion of the water rights to be leased instream has been quit claimed from the original land owners. The lease application form identifies Arrowood as the interest holder in the water rights. However, individual quit claim deeds submitted with the application

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

T 10544
MP 1.1.3

Quantity: 906.27 AF. This right does not have a rate limitation.
Source: Crane Prairie Reservoir, tributary to the Deschutes River
Place of Use: Same as described for certificate 76358

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
17 S	12 E	WM	29	SE NE	COID North Canal – 850 feet North & 630 feet West from the E ¼ corner of Section 29
21 S	8 E	WM	17	NE NE	Crane Prairie Reservoir Dam

4. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

5. The instream use has been modified from the lease application to prevent injury and enlargement and is as follows:
Deschutes River
Tributary to the Columbia River in the Deschutes Basin

Instream Reach: From COID North Canal POD (as described in Finding of Fact #2) to Lake Billy Chinook

Certificate	Source	Priority Date	Instream Rate (cfs)	Period Protected Instream
76358 primary	Deschutes R	10/31/1900	Season 1: 0.629 CFS Season 2: 0.838 CFS Season 3: 1.106 CFS	April 1 – Oct. 26
		12/2/1907	Season 3: 0.446 CFS	
76714 supplemental	Crane Prairie Reservoir	2/28/1913	Up to 88.74 AF (Sufficient quantities may be protected instream to make up any deficiency of the primary right)	April 1 – Oct. 26

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

6. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

7. Certificate 76714 is supplemental to certificate 76358. The portion of certificate 76714 being leased instream shall only be protected instream if the full rate and duty under certificate 76358 are not available during the period for which water is being leased instream.

8. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

T 10544
MP 113

Water Mitigation Rules, OAR Chapter 690, Division 505, within the **General and Middle Deschutes River** zones of impact.

17. The mitigation credits expire on December 31, 2009, unless the lease agreement is terminated earlier by the Lessors and the Lessee.

18. The use and maintenance of the mitigation credits is subject to the terms and conditions of the Deschutes Water Exchange Mitigation Bank Charter.

19. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of the Final Order approving the proposed instream lease shall result in completion of the project and verification that the project is complete.

20. No precedent is set by this Final Order as to the amount of mitigation credits that may be generated by a subsequent mitigation credit project.

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease agreement conforms to the applicable provisions of OAR 690-077-0015.

This mitigation project results in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

ORDER

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Therefore, it is ORDERED:

1. That the Short-Term Lease as described herein is APPROVED.

2. The former place of use shall no longer receive water as part of these rights during the term of the lease.

3. The lease shall terminate on October 31, 2009. The lessor shall have the option of terminating the lease with written notice to the Department provided to both the Salem office and Watermaster office. Written notice of termination of a lease must be provided by all lessors and the lessee. The written notice to Salem office must include original signatures. The notice to the Watermaster office may be made by fax or e-mail. The lease may be terminated at any time during a calendar year. However, if the termination request is received after the period of allowed use has begun for the water right(s) being leased, water may not be used under the right(s) leased until the following calendar year.

4. **Final Award of Deschutes Basin Mitigation Credits:** Issuance of this Final Order results in completion of the project and verification by the Department that the project is complete. The Department concludes that the mitigation credit project is awarded mitigation credits, as described above, pursuant to OAR 690-521-0400 and ORS 537.746. Mitigation Credits, in the amount of **164.6** credits, as described herein, are awarded to this mitigation project and assigned to the Deschutes Water Exchange Mitigation Bank. Mitigation Credits may be used

Water Right Transfer Supplemental Form A
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 2598 N. Hwy 97; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

☒ Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application, or

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation ☐ Professional expertise

3. My knowledge is specific to the use of water at the following locations:

Township	Range	Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
15 S	13 E	WM	30	NW SE	T.L.# 600	11.0

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

(continues on reverse side)

Please print legibly or type. Be as specific as possible. Attach additional pages if you need more space. Supporting documentation must be attached.

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

Irrigation of pasture grass

5. The water delivery system used to apply water as authorized by the right is described below:

Delivered off of Weir B-0-3. 5 HP pump to 3 inch wheel line

6. One or more of the following documentation supporting the above statements is attached:

- ☐ Copy of a water right certificate that was issued within the last five years (not a remaining right certificate),
- ☐ Copies of receipts from sales of irrigated crops or for expenditures relating to the use of water,
- ☒ Records such as Farm Service Agency crop reports, irrigation district records, an NRCS farm management plan, or records of other water suppliers,
- ☐ Dated aerial photographs of the lands or other photographs containing sufficient detail to establish the location and date of the photograph,
- ☐ Dedicated power usage records or receipts,
- ☐ Other: _____

Cary D. Pinkerton
Signature of Affiant

2/8/05
Date

Signed and sworn to (or affirmed) before me this 8th day of February, 2005.

Leslie Clark
Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC - OREGON
COMMISSION NO. 354438
MY COMMISSION EXPIRES FEB. 5, 2006

My Commission Expires: Feb. 5, 2006

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Please print legibly or type. Be as specific as possible. Attach additional pages if you need more space. Supporting documentation must be attached.

T 10544 MP 113

BENEFICIAL USE SITE REPORT
REPORT YEAR 2004

Property Owner: William Curtis et al

Property Tax Map: 15-13-30 NW SE 600

Address: _____

☐ Number of Acres reported dry_____

☐ Interviewed Patron (who and date) _____

☐ Evidence of Use provided by Patron _____

X Discussed with Patrolman: Patrolman report based on visual exam periodically each season

☐ Visual review of Property (date): visual exam periodically each season

☐ Actual number of acres dry_____

☐ Actual numbers of acres in use: 11.0 acres in 2002

☐ Neighbor(s) interviewed (who and date)_____

_____

X Discussed options with Patron: Use_____ Lease Instream_____ Transfer XX

☐ What measures are now needed?

Talk with water right user _____

Follow up in _____ weeks/days

Re-visit site on _____

NOTES: Patrolman John Hargrove observed the 11.0 acres irrigated as pasture grass in 2002. Land was reported as dry in 2003 & 2004.

Patrolman report on file

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Inspected by: COID Patrolman John Hargove Date: August 2004

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

December 8, 2004
Title Number : 071891
Title Officer : DEBBY DAVIDSON
Fee : $150.00

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

See Attached Exhibit "A"

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

and dated as of November 30, 2004 at 7:30 a.m.

We find that the last deed of record runs to:

WILLIAM B. CURTIS, as to an undivided one-third (1/3) interest,
and
STANLEY RICE, as to an undivided one-third (1/3) interest
and
KENNETH KRIEGER and DOROTHY KRIEGER, CO-TRUSTEES OF THE KRIEGER REVOCABLE TRUST DATED AUGUST 29, 2000, as to an undivided one-third (1/3) interest, as tenants in common

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

NONE

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-004 Map and Tax Lot Number 15 13 30DB 00600
Account No. [redacted]

NOTE: The 2004-2005 Taxes: $1,081.42, Paid in full.

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

T 10544

2004 OREGON BUSINESS 100 BEST COMPANIES TO WORK FOR

MP 113

T 10544

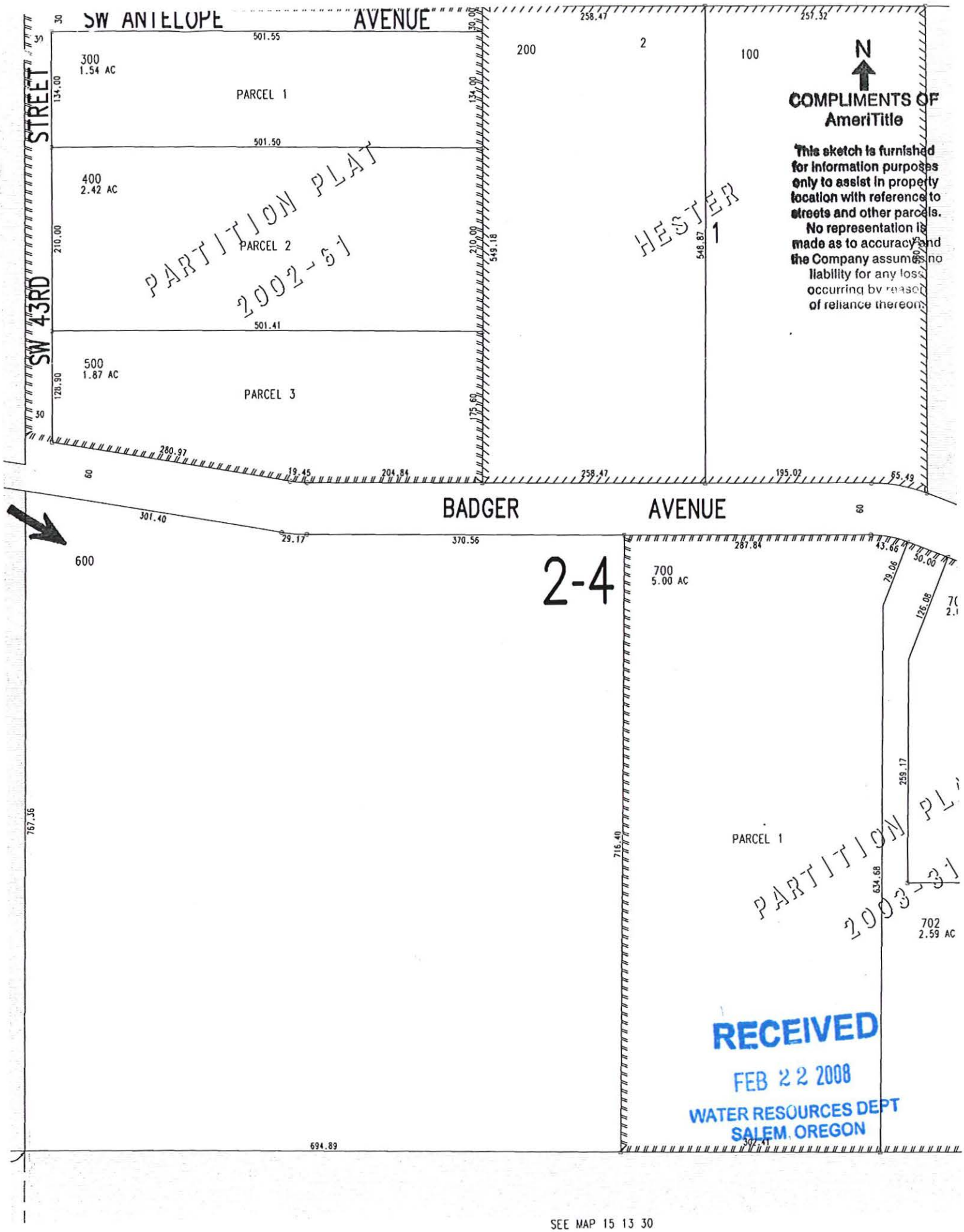
NOTE: This Irrigation District Report is being made with the understanding that it does not represent any form of title insurance and is not a commitment for a policy of insurance. The information provided herein is not a full examination of the subject property. Further, if any person, corporation or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

AmeriTitle

By: _____
Debby Davidson, Title Examiner
DD:kw

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON



T 10544 MP 113

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situated in a portion of the Southeast Quarter (SE1/4) of Section Thirty (30), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a ½" rod monumenting the East ¼ corner of Section 30, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, the initial point; thence North 89°48'56" West along the North line of the Southeast Quarter (SE1/4) of said Section 30, 2641.06 feet to the West line of the Northwest Quarter of said Southeast Quarter (NW1/4SE1/4); thence South 00°00'18" West along said West line, 528.41 feet to the centerline of SW Badger Avenue, a 60.00 foot wide road, 30.00 feet each side of centerline and the true point of beginning; thence South 80°33'01" East along said centerline, 306.39 feet to the beginning of a curve; thence 24.31 feet along the arc of a 150.00 foot radius curve left of said centerline forming a deflection angle of 09°17'09" and a long chord bearing South 85°11'35" East, 24.28 feet to the end of said curve; thence South 89°50'10" East along said centerline, 370.56 feet to a ½" pipe; thence South 00°10'01" West, 746.40 feet to a ½" pipe on the South line of said NW1/4SE1/4; thence North 89°49'59" West along said South line, 694.89 feet to the West line of said NW1/4SE1/4; thence North 00°00'18" East along said West line, 797.77 feet to the point of beginning.

EXCEPTING THEREFROM the right of Badger Avenue as shown on the official plat of said land.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

VOL: 2000 PAGE: 50901
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES

*2000-50901 * Vol-Page Printed: 12/19/2000 09:14:07

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Dec. 19, 2000; 9:13 a.m.

RECEIPT NO: 29786

DOCUMENT TYPE: Deed

FEE PAID: $36.00

NUMBER OF PAGES: 2

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Mary Sue Penhollow

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

T 10544 MP 113

2000-50901-1

After recording return to:
BethAnn B. Chapman
Faulkner Banfield, P.C.
302 Gold Street
Juneau, AK 99801

Until a change is requested, send tax statements to: No change

STATUTORY BARGAIN AND SALE DEED

KENNETH KRIEGER ("Grantor") conveys to KENNETH KRIEGER AND DOROTHY KRIEGER, CO-TRUSTEES OF THE KRIEGER REVOCABLE TRUST DATED AUGUST 29, 2000 ("Grantee"), all of Grantor's undivided one-third (1/3) tenancy in common interest in the real property located in Deschutes County, Oregon, legally described on the attached Exhibit A.

The true and actual consideration for this conveyance is none.

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

DATED Nov 21st, 2000.

Kenneth J. Krieger
Kenneth Krieger

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on this 21st day of November, 2000, by KENNETH KRIEGER.

Notary Public for the State of Alaska
My Commission Expires) 5/25/04

F:\DATA\WP51\20836\quitclaim deed Oregon.doc

STATE OF ALASKA
OFFICIAL SEAL
Bethann Boudah Chapman
NOTARY PUBLIC
My Commission Expires 5/25/04

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP113

THE LAW FIRM OF
FAULKNER BANFIELD
A PROFESSIONAL CORPORATION
302 GOLD STREET • JUNEAU, ALASKA 99801
PHONE (907) 586-2210 • FAX (907) 586-8090

2000-50901-2

EXHIBIT A

A parcel of land situate in a portion of the Southeast Quarter (SEl/4) of Section 30, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a ½" rod monumenting the East ¼ corner of Section 30, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, the initial point; thence N. 89°48'56" W. along the North line of the Southeast Quarter (SE1/4) of said Section 30 – 2641.06 feet to the West line of the Northwest Quarter of said Southeast Quarter (NW1/4 SE1/4); thence S.00°00'18" W. along said West line – 528.41 feet to the centerline of SW. Badger Avenue, a 60.00 foot wide road, 30.00 feet each side of centerline, and the True Point of Beginning; thence S.80°33'01" E. along said centerline – 306.39 feet to the beginning of a curve; thence 24.31 feet along the arc of a 150.00 foot radius curve left of said centerline forming a deflection angle of 09°17'09 and a long chord bearing S.85°11'35" E. – 24.28 feet to the end of said curve; thence S89°50'10" E. along said centerline – 370.56 feet to a ½" pipe; thence S.00°10'01" W. – 746.40 feet to a ½" pipe on the South line of said Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4)); thence N.89°49'59" W. along said South line – 694.89 feet to the West line of said Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4); thence N.00°00'18" E. along said West line – 797.77 feet to the point of beginning.

F:\DATA\WP51\20836\quitclaim deed Oregon.doc

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

THE LAW FIRM OF
FAULKNER BANFIELD
A PROFESSIONAL CORPORATION
302 GOLD STREET • JUNEAU, ALASKA 99801
PHONE (907) 586-2210 • FAX (907) 586-8090

T 10544 MP 113

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-52823

$51.00

00483893200600528230050051

08/01/2006 03:48:18 PM

D-D Cnt=1 Stn=3 PAM
$25.00 $11.00 $10.00 $5.00

TH

Evidence of ownership at time of claim of water right

(Title co rpt older than 3 months)

51

5

After recording return to:
Central Oregon Investment C/O Doug
PO Box 1169
Prineville, OR 97754

Until a change is requested all tax statements shall be sent to the following address:
Central Oregon Investment C/O Doug
PO Box 1169
Prineville, OR 97754

File No.: 7062-832927 (KM)
Date: July 21, 2006

STATUTORY WARRANTY DEED
(signed in counterpart)

William B Curtis and Stanley Rice and Kenneth Krieger and Dorothy Krieger, Co-Trustees of the Krieger Revocable Trust dated August 29, 2000, each as to an undivided 1/3 interest, Grantor, conveys and warrants to **James L. Neal, Gold Beach Investment Group, LLC and Central Oregon Investments, LLC**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

See Exhibit "A" attached hereto and made a part hereof

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

This property is free from liens and encumbrances, EXCEPT:

1. The **2006-2007** Taxes, a lien not yet payable.
2. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **$2,326,000.00**. (Here comply with requirements of ORS 93.030)

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

T 10544 MP113

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

Dated this 26 day of July, 2006.

~~William B Curtis~~ ~~Stanley Rice~~

Krieger Revocable Trust

Kenneth Krieger, Co-Trustee

Dorothy Krieger, Co-Trustee

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

STATE OF ARIZONA)
)ss.
County of PINAL)

This instrument was acknowledged before me on this 26 day of July, 2006 by ~~William B Curtis and Stanley Rice and~~ **Kenneth Kreiger and Dorothy Krieger, Co-Trustees of the Krieger Revocable Trust.**

Susanne G. Maxfield

Notary Public for Tucson AZ
My commission expires: 1/31/2009

SUSANNE G. MAXFIELD
NOTARY PUBLIC - ARIZONA
PIMA COUNTY
My Commission Expires
January 31, 2009

T 10544 MP 113

14

APN: 162701

Statutory Warranty Deed
- continued

File No.: 7062-832927 (KM)
Date: 07/21/2006

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

Dated this 21 day of July, 2006.

William B. Curtis
William B Curtis

~~Stanley Rice~~

Krieger Revocable Trust

~~Kenneth Krieger, Co-Trustee~~

~~Dorothy Krieger, Co-Trustee~~

STATE OF Oregon)
)ss.
County of Multnomah)

This instrument was acknowledged before me on this 26th day of July, 2006 by **William B Curtis** ~~and Stanley Rice and Kenneth Krieger and Dorothy Krieger, Co-Trustees of the Krieger Revocable Trust~~.

Debbie J. Hull

Notary Public for Oregon
My commission expires: 7/29/06

OFFICIAL SEAL
DEBBIE J. HULL
NOTARY PUBLIC-OREGON
COMMISSION NO. 359858
MY COMMISSION EXPIRES JULY 29, 2006

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

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

Dated this 26 day of July, 2006

~~William R Curtis~~

Stanley D Rice
Stanley Rice

Krieger Revocable Trust

~~Kenneth Krieger, Co-Trustee~~

~~Dorothy Krieger, Co-Trustee~~

STATE OF Alaska)
)ss.
County of Juneau)

This instrument was acknowledged before me on this 26 day of July, 2006 by ~~William R Curtis and~~ Stanley Rice ~~and Kenneth Krieger and Dorothy Krieger, Co-Trustees of the Krieger Revocable Trust~~.

Amanda Coate

Notary Public for Alaska
My commission expires: 8/19/08

State of Alaska
OFFICIAL SEAL
Amanda Coate
NOTARY PUBLIC
My Commission Expires 8/19/08

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Date: **May 25, 2006**

File No.: **7062-832927 (KM)**

EXHIBIT 'A'

LEGAL DESCRIPTION:

COMMENCING AT A ½" ROD MONUMENTING THE EAST QUARTER CORNER OF SECTION 30, TOWNSHIP 15 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, THE INITIAL POINT; THENCE NORTH 89°48'56" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 30 - 2641.06 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER (NW1/4 SE1/4); THENCE SOUTH 00°00'18" WEST ALONG SAID WEST LINE - 528.41 FEET TO THE CENTERLINE OF SW. BADGER AVENUE, A 60.00 FOOT WIDE ROAD, 30.00 FEET EACH SIDE OF CENTERLINE, AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 80°33'01" EAST ALONG SAID CENTERLINE- 306.39 FEET TO THE BEGINNING OF A CURVE; THENCE 24.31 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE LEFT OF SAID CENTERLINE FORMING A DEFLECTION ANGLE OF 09°17'09 AND A LONG CHORD BEARING SOUTH 85°11'35" EAST - 24.28 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°50'1 0" EAST ALONG SAID CENTERLINE - 370.56 FEET TO A ½" PIPE; THENCE SOUTH 00°10'01" WEST - 746.40 FEET TO A ½" PIPE ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW 1/4 SE1/4); THENCE NORTH 89°49'59" WEST ALONG SAID SOUTH LINE - 694.89 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4 SE1/4); THENCE NORTH 00°00'1 8" EAST ALONG SAID WEST LINE - 797.77 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE RIGHT OF BADGER AVENUE AS SHOWN ON THE OFFICIAL PLAT.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

IRRIGATION DISTRICT

T 10236 36

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2007-57912

$36.00

00581651200700579120020029

11/01/2007 03:55:52 PM

D-D Cnt=1 Stn=2 JS
$10.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

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

Grantor, J.Pat Horton and Carolyn Horton, as tenants by the entirety as to an undivided 1/3 interest, Jayne I. Heyne as to an undivided 1/3 interest and Tyler Fitzsimons as to an undivided 1/3 interest, all as tenants in common, releases and quitclaims to Central Oregon Irrigation District ("COID"), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the vested owner of the Water Rights appurtenant to lands described as: Parcel One (1) of Partition Plat No. 1996-25 being located in the Southwest Quarter (SW ¼) of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, ("Subject Lands") attached and incorporated herewith and commonly known as: 15-13-05 NW SW 901, release their claim and responsibility for all of the primary and supplemental irrigation water rights appurtenant to the Subject Lands, being 30.20 acres, more or less, of water rights issued on Certificates in the name of Central Oregon Irrigation District.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 30.20 acres of water rights incurred.

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

Consideration for this Quitclaim: $30,200.00

Grantor:

J. Pat Horton — Date 10-31-07

Carolyn Horton — Date 10-31-07

Jayne I. Heyne — Date 10-31-07

Tyler Fitzsimons — Date 10-31-07

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

After recording, return to
AmeriTitle
16 OREGON AVENUE, BEND

T 10544 MP113

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on Oct. 31, 2007 by J. Pat Horton, Carolyn Horton, Jayne I. Heyne and Tyler Fitzsimons.

OFFICIAL SEAL
SONDY R WYSS
NOTARY PUBLIC-OREGON
COMMISSION NO. 401250
MY COMMISSION EXPIRES MAR 10, 2010

Notary Public

Grantee:

Date 26 October, 2007

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on October 26, 2007 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

Barbara R. Fehl
Notary Public

OFFICIAL SEAL
BARBARA R FEHL
NOTARY PUBLIC- OREGON
COMMISSION NO. 417555
MY COMMISSION EXPIRES MAY 20, 2011

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

MP113

IRRIGATION DISTRICT

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2007-57911

$36.00

00581650200700579110020022

11/01/2007 03:55:52 PM

D-D Cnt=1 Stn=2 JS
$10.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

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

Grantor, Deschutes Land and Cattle Co., LLC, releases and quitclaims to J.Pat Horton and Carolyn Horton, as tenants by the entirety as to an undivided 1/3 interest, Jayne I. Heyne as to an undivided 1/3 interest and Tyler Fitzsimons as to an undivided 1/3 interest, all as tenants in common, Grantee, all rights, title and interest in the following: By this agreement, Grantor, the vested owner of the Water Rights appurtenant to lands described as: Parcel One (1) of Partition Plat No. 1996-25 being located in the Southwest Quarter (SW ¼) of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, ("Subject Lands") attached and incorporated herewith and commonly known as: 15-13-05 NW SW 901, release their claim and responsibility for all of the primary and supplemental irrigation water rights appurtenant to the Subject Lands, being 30.20 acres, more or less, of water rights issued on Certificates in the name of Central Oregon Irrigation District.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 30.20 acres of water rights incurred.

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

Consideration for this Quitclaim: a True and Valuable Consideration

Grantor:

J. Pat Horton, Deschutes Land and Cattle Co LLC — Date 10-31-07

Carolyn Horton, Deschutes Land and Cattle Co LLC — Date 10-31-07

Jayne I. Heyne, Deschutes Land and Cattle Co LLC — Date 10-31-07

Tyler Fitzsimons, Deschutes Land and Cattle Co LLC — Date 10-31-07

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

After recording, return to
AmeriTitle
15 OREGON AVENUE, BEND

T 10544

MP113

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on Oct. 31, 2007 by J. Pat Horton, Carolyn Horton, Jayne I. Heyne and Tyler Fitzsimons for Deschutes Land and Cattle Co. LLC.

OFFICIAL SEAL
SONDY R WYSS
NOTARY PUBLIC-OREGON
COMMISSION NO. 401250
MY COMMISSION EXPIRES MAR. 10, 2010

Notary Public

Grantee:

J. Pat Horton Date 10-31-07

Carolyn Horton Date 10-31-07

Jayne I. Heyne Date 10-31-07

Tyler Fitzsimons Date 10-31-07

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on Oct. 31, 2007 by J. Pat Horton, Carolyn Horton, Jayne I. Heyne and Tyler Fitzsimons.

OFFICIAL SEAL
SONDY R WYSS
NOTARY PUBLIC-OREGON
COMMISSION NO. 401250
MY COMMISSION EXPIRES MAR. 10, 2010

Notary Public

Approved by:

Steven C. Johnson, Secretary-Manager Central Oregon Irrigation District Date 26 Oct. 2007

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on October 26, 2007 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

OFFICIAL SEAL
BARBARA R FEHL
NOTARY PUBLIC- OREGON
COMMISSION NO. 417555
MY COMMISSION EXPIRES MAY 20, 2011

T 10544 MP 113

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-19254

$36.00

00448022200600192540030035

03/21/2006 10:13:28 AM

D-D Cnt=1 Stn=2 LADENEL
$10.00 $11.00 $10.00 $5.00

DESCHUTES COUNTY CLERK

CERTIFICATE PAGE

This page must be included
if document is re-recorded.
Do Not remove from original document.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP113

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

MAIL TAX STATEMENT
TO: NO CHANGE

CENTRAL OREGON IRRIGATION DISTRICT

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantors, Norman C. Bain and Deanne M. Bain, release and quitclaim to Deschutes Land & Cattle Co. LLC, Grantee, all rights, title and interest in the following: By this agreement, Grantor, the vested owner of 30.20 acres of Central Oregon Irrigation District ("COID") water rights that are appurtenant to the lands described as Parcel One (1) of Partition Plat No. 1996-25, being located in the Southwest Quarter (SW ¼) of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, to Grantee. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-05 NW SW 901.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the 30.20 acres of water rights incurred.

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

Consideration for this Quitclaim: Other valueable consideration

Grantor:

Norman C Bain Date 1/19/06
Norman C. Bain

Deanne M Bain Date 1/19/06
Deanne M. Bain

State of ~~Oregon~~ ARIZONA)
) ss.
County of ~~Deschutes~~ MARICOPA)

This instrument was acknowledged before me on January 19, 2006 by Norman C. Bain.

Janine Evans
Notary Public

OFFICIAL SEAL
JANINE EVANS
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Feb. 23, 2008

MP 113

After recording, return to
Amerititle
15 OREGON AVENUE, BEND

T 10544

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon
County of Crook

This instrument was acknowledged before me on the **15th** day of March, **2006** by **Deanne M. Bain.**

Kerri Jo Talburt
Notary Public for Oregon

OFFICIAL SEAL
KERRI JO TALBURT
NOTARY PUBLIC- OREGON
COMMISSION NO. 397426
MY COMMISSION EXPIRES OCT 08, 2009

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 11-3

AmeriTitle
Part Of The JELD-WEN Family

PRELIMINARY TITLE REPORT

AMERITITLE
735 S W 6TH ST
REDMOND, OR 97756
Attn: SONDY & SHANNON

October 18, 2007
Report #2
Escrow Number : RD102366SS
Escrow Officer: **SHANNON N/SONDY W**
Title Number : 102366
Title Officer : CHUCK NICHOLS
Seller: HORTON, PAT J AND CAROLYN
Buyer: REDMOND SCHOOL DISTRICT 2J

Policy or Policies to be issued:	Liability	Premium
STANDARD OWNER'S POLICY	$7,968,000.00	$9,414.00
Reissue Rate		
STANDARD LENDER'S POLICY	$7,186,000.00	$100.00

We are prepared to issue ALTA (06/17/06) title insurance policy(ies) of CHICAGO TITLE INSURANCE COMPANY of OREGON, in the usual form insuring the title to the land described as follows:

Parcel One (1) of Partition Plat No. 1996-25 being located in the Southwest Quarter (SW1/4) of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon.

Vestee:

J. PAT HORTON and CAROLYN HORTON, as tenants by the entirety
as to an undivided 1/3 interest,
JAYNE I. HEYNE as to an undivided 1/3 interest
and
TYLER FITZSIMONS as to an undivided 1/3 interest,
all as tenants in common

Dated as of October 10, 2007 at 8:00 A.M.

Schedule B of the policy(ies) to be issued will contain the following general and special exceptions unless removed prior to issuance:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

SEND ALL CORRESPONDENCE TO:
AmeriTitle, Redmond Branch 541-923-1749
735 SW Sixth Fax 541-923-5427
Redmond, OR 97756

T 10544 MP 119

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

CENTRAL OREGON IRRIGATION DISTRICT

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-44103

$41.00

00474476200600441030030030

06/27/2006 10:38:58 AM

D-D Cnt=1 Stn=2 LADENE
$15.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

3

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, The DRT Living Trust, UTD August 31, 2005, David L. Noah and Rose M. Noah, Trustees, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands described as: Lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), and Twenty (20) in Block Two (2) of HILLMAN, Deschutes County, Oregon; release their claim and responsibility for 0.24 acres of COID water rights that are appurtenant to the described lands, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 14-13-16 SE SW 1101.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 0.24 acres of water rights incurred.

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

Consideration for this Quitclaim: $240.00

Grantor:

David Noah
David L. Noah, Trustee of the DRT Living Trust — Date 6/13/06

Rose Noah
Rose M. Noah, Trustee of the DRT Living Trust — Date 6/13/06

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on June 13, 2006 by David L. Noah, Trustee of the DRT Living Trust.

OFFICIAL SEAL
TAMI APPLEGATE
NOTARY PUBLIC- OREGON
COMMISSION NO. 360356
MY COMMISSION EXPIRES AUG 13, 2006

Tami Applegate
Notary Public

T 10544 MP 113

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on June 13, 2006 by Rose M. Noah, Trustee of the DRT Living Trust.

OFFICIAL SEAL
TAMI APPLEGATE
NOTARY PUBLIC- OREGON
COMMISSION NO. 360356
MY COMMISSION EXPIRES AUG 13, 2006

Tami Applegate
Notary Public

Grantee:

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

State of Oregon)
) ss.
County of Deschutes)

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

_____
Notary Public

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

© Central Oregon Irrigation District 2006

T 10544 MP 113

Grantee:

Priscilla Ross Date June 19, 2006

Priscilla Ross CPA, Business Manager Central Oregon Irrigation District

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on June 19, 2006 by Priscilla Ross as Business Manager for Central Oregon Irrigation District.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

Leslie Clark
Notary Public

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

© Central Oregon Irrigation District 2006

T 10544 MP 113

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

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

Attn: LESLIE CLARK

May 24, 2006
Title Number : 090452
Title Officer : DEBBY DAVIDSON
Fee : $150.00

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

Lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), and Twenty (20) in Block Two (2) of HILLMAN, Deschutes County, Oregon.

and dated as of May 16, 2006 at 7:30 a.m.

We find that the last deed of record runs to:

THE DRT LIVING TRUST, UTD AUGUST 31, 2005,
DAVID L. NOAH and ROSE M. NOAH, TRUSTEES

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $38,000.00
   Dated: August 16, 1996
   Recorded: August 28, 1996
   Book-Page: 420-2883, Deschutes County Records
   Grantor: David L. Noah and Rose L. Noah, husband and wife and Ruth Noah, unmarried
   Trustee: Fidelity National Title
   Beneficiary: Equity West Home Loan, Inc., a California corporation

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

NONE

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

2005 OREGONBUSINESS 100 BEST COMPANIES TO WORK FOR

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-012 Map and Tax Lot Number 14 13 16CD 01101
Account No. [redacted]

NOTE: The 2005-2006 Taxes: $615.44, Paid in full.

According to the Deschutes County Assessor's Roll, the subject property does not lie within any city limit.

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

AmeriTitle

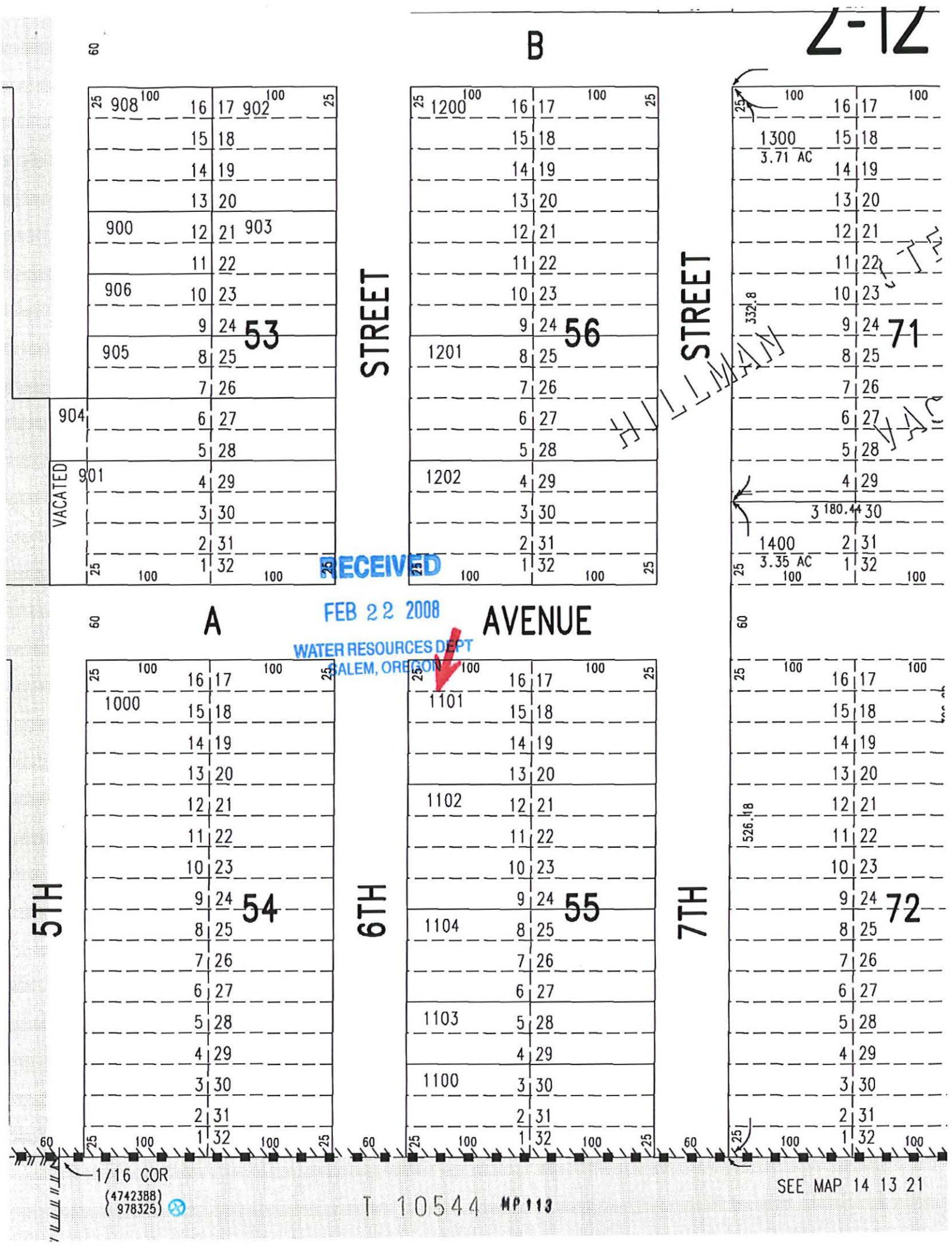
By: _____
Debby Davidson, Title Examiner
DD:kw

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

RECEIVED
22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

T 10544 MP 113


7-12
B
A
AVENUE
STREET
STREET
5TH
6TH
7TH
908
902
900
903
906
905
904
VACATED
901
1200
1201
1202
1300
3.71 AC
1400
3.35 AC
1000
1101
1102
1104
1103
1100
53
56
71
54
55
72
332.8
180.44
526.18
RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON
1/16 COR
(4742388)
(978325)
T 10544 MP 113
SEE MAP 14 13 21

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2005-58679

$31.00

00384172200500586790010016

09/01/2005 08:31:32 AM

D-D Cnt=1 Stn=23 SUEBO
$5.00 $11.00 $10.00 $5.00

Grantor's Name and Address:
David L. Noah, Rose M. Noah and Ruth Noah
P.O. Box 94
Terrebonne, Oregon 97760
Grantee's Name and Address:
DRT Living Trust
David L. Noah and Rose M. Noah, Trustees
P.O. Box 94
Terrebonne, Oregon 97760

After recording, return to:
David & Rose Noah
P.O. Box 94
Terrebonne, Oregon 97760

Until requested otherwise, send all tax statements to: David & Rose Noah
P.O. Box 94, Terrebonne, Oregon 97760

SPACE RESERVED FOR RECORDER'S USE

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that DAVID L. NOAH AND ROSE M. NOAH, HUSBAND AND WIFE AND RUTH NOAH, AN UNMARRIED WOMAN, hereinafter called Grantors, without consideration, hereinafter releases and conveys to:

The DRT LIVING TRUST, UTD August 31, 2005, DAVID L. NOAH and ROSE M. NOAH, Trustees, hereinafter called Grantees, all right, title and interest in and to the following described real property situated in Deschutes County, Oregon, to-wit:

Lots Thirteen (13) through (20), in Block Fifty-five (55), of HILLMAN, Deschutes County, Oregon.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.930.

The true consideration for the conveyance is Grantor Trust Transfer.

DATED: August 31, 2005

David Lee Noah
DAVID L. NOAH

Rose Mo Noah
ROSE M. NOAH

Ruth E. Noah P.O.A. D.M.
RUTH NOAH

STATE OF OREGON, County of Deschutes) ss.
This instrument was acknowledge before me on the 31 day of August, 2005.
By David Lee Noah, Rose M. Noah, & Ruth Noah.

Notary Public for Derek R. Hanna
My commission expires: 1/17/09

OFFICIAL SEAL
DEREK R HANNA
NOTARY PUBLIC-OREGON
COMMISSION NO. 388624
MY COMMISSION EXPIRES JAN. 17, 2009

RECEIVED
FEB 22 2006
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

55-

420 - 2883

RECORD AND RETURN TO:

WALSH SECURITIES, INC.
4 CAMPUS DRIVE
PARSIPPANY, NJ 07054

PREPARED BY:

CAROLYNN CZACHOR

24970
After Recording Return to:
Key Title Company
182 NW Greenwood Ave.
P.O. Box 6178
Bend, Oregon 97708

96-31601

(Space Above This Line For Recording Data)

LOAN #: 620083

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on AUGUST 16, 1996 . The grantor is DAVID L. NOAH AND ROSE L. NOAH, HUSBAND AND WIFE AND RUTH NOAH, UNMARRIED

("Borrower").

The trustee is FIDELITY NATIONAL TITLE

("Trustee").

The beneficiary is EQUITY WEST HOME LOAN, INC., A CALIFORNIA CORPORATION which is organized and existing under the laws of THE STATE OF CALIFORNIA , and whose address is 17011 BEACH BLVD. # 1425, HUNTINGTON BEACH, CA 92647 ("Lender").

Borrower owes Lender the principal sum of THIRTY EIGHT THOUSAND AND NO/100********** Dollars (U. S. $ 38,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 1, 2026 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in DESCHUTES County, Oregon:

~~LEGAL DESCRIPTION ATTACHED HERETO~~

Described as follows:

Lots Thirteen (13) through Twenty (20), in Block Fifty-five, of HILLMAN, Deschutes County, Oregon

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

which has the address of 8120 6TH STREET, (Street) TERREBONNE, (City)

Oregon 97760 (Zip Code) ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

RECEIVED
FEB 22 2000
WATER RESOURCES DEPT
SALEM, OREGON

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT.
SALEM, OREGON

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. **Substitute Trustee.** Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. **Attorneys' Fees.** As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

25. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

[X] Adjustable Rate Rider	[ ] Condominium Rider	[ ] 1-4 Family Rider
[ ] Graduated Payment Rider	[ ] Planned Unit Development Rider	[ ] Biweekly Payment Rider
[ ] Balloon Rider	[ ] Rate Improvement Rider	[ ] Second Home Rider
[X] Other(s) [specify] EXHIBIT A/MORTGAGE RIDER PREPAYMENT PENALTY RIDER		

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Georgeanna Duncan

David L Noah (Seal)
DAVID L. NOAH Borrower

Rose M. Noah (Seal)
ROSE M. NOAH Borrower

Ruth Noah (Seal)
RUTH NOAH Borrower

(Seal)
Borrower

(Space Below This Line For Acknowledgement)

STATE OF OREGON, County ss: Deschutes

On this 16TH day of AUGUST 1996, personally appeared the above named
DAVID L. NOAH AND ROSE L. NOAH
RUTH NOAH
and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

My Commission expires: may 7, 2000

Before me:

Georgeanna Duncan
Notary Public for Oregon

OFFICIAL SEAL
GEORGEANNA DUNCAN
NOTARY PUBLIC-OREGON
COMMISSION NO. 053829
MY COMMISSION EXPIRES MAY 7, 2000

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

420 - 2888

ADJUSTABLE RATE RIDER

(LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 16TH day of AUGUST , 1996 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to
EQUITY WEST HOME LOAN, INC.,
A CALIFORNIA CORPORATION
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

8120 6TH STREET
TERREBONNE, OREGON 97760
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.75 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of SEPTEMBER , 1998 , and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding
SIX AND THREE FOURTHS percentage points (6.75 %)
to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.75 % or less than 9.75 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than
ONE percentage point(s) (1.00 %)
from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 16.25%.
MY INTEREST RATE WILL NEVER BE LESS THAN 9.75 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

WATER RESOURCES DEPT
SALEM OREGON
RECEIVED
FEB 22 2008

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

David L Noah (Seal)
DAVID L. NOAH Borrower

Rose M. Noah (Seal)
ROSE M. NOAH Borrower

Ruth Noah (Seal)
RUTH NOAH Borrower

Georgeanna Duncan (Seal)
~~Borrower~~ Notary

OFFICIAL SEAL
GEORGEANNA DUNCAN
NOTARY PUBLIC-OREGON
COMMISSION NO. 053829
MY COMMISSION EXPIRES MAY 7, 2000

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

MULTISTATE PREPAYMENT PENALTY MORTGAGE RIDER

LOAN# 620083

420 - 2890

This PREPAYMENT PENALTY MORTGAGE RIDER is made this 16TH day of AUGUST 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") executed in connection with the Note (the "Note") of the same date, given by the undersigned (the "Borrower(s)") to

EQUITY WEST HOME LOAN, INC. (the "Lender")

and covering the property described in the Security Instrument and located at:

8120 6TH STREET
TERREBONNE, OREGON 97760
(Property Address)

PREPAYMENT COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Borrower(s) further covenant(s) and agree(s) as follows:

BORROWER'S RIGHT TO PREPAY - PREPAYMENT PENALTIES. This section of the Security Instrument is changed to read as follows:

If I make a partial or full prepayment in an amount which prepaid within any twelve month period, exceeds twenty percent (20%) of the original loan amount, within eighteen (18) months from the date of the Note, there will be a penalty equal to six (6) months interest, at the rate set forth in the Note, on the amount of my prepayment. If I make a partial or full prepayment after the eighteenth (18th) month from the date of the Note, there will not be any penalty.

STATE SPECIFIC PROVISIONS "APPLICABLE TO THE STATE IN WHICH THE SUBJECT PROPERTY IS LOCATED"

☐ COLORADO: THE BORROWER(S) AND LENDER AGREE THAT THEY ARE NOT SUBJECT TO NOR BOUND BY THE COLORADO CONSUMER CREDIT CODE.

☐ NORTH CAROLINA: THIS PROVISION SHALL NOT APPLY TO LOANS UPON HOMES WHERE THE ORIGINAL BALANCE WAS LESS THAN $100,000.

☐ OKLAHOMA: THIS PREPAYMENT PENALTY IS NOT APPLICABLE IF THE INTEREST RATE AT THE TIME OF MY PREPAYMENT EXCEEDS 13%. ALSO, THE BORROWER(S) AND LENDER AGREE THAT THEY ARE NOT SUBJECT TO NOR BOUND BY THE OKLAHOMA CONSUMER CREDIT CODE.

☒ OREGON: THIS IS THE MAXIMUM PREPAYMENT PENALTY FOR EACH AND EVERY YEAR OF THE NOTE.

☐ SOUTH CAROLINA: THIS PROVISION SHALL NOT APPLY TO LOANS UPON HOMES WHERE THE ORIGINAL BALANCE WAS LESS THAN $100,000.

☐ TEXAS: THIS PREPAYMENT PENALTY ONLY APPLIES IF THE INTEREST RATE AT THE TIME OF MY PREPAYMENT IS LESS THAN 12%, OR WHERE THE PROPERTY IS NOT MY HOMESTEAD.

☐ WYOMING: THIS PREPAYMENT PENALTY ONLY APPLIES IF THE INTEREST RATE AT THE TIME OF MY PREPAYMENT IS LESS THAN 18%. THE BORROWER(S) AND LENDER AGREE THAT THEY ARE NOT SUBJECT TO NOR BOUND BY THE WYOMING CONSUMER CREDIT CODE.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

420 - 2891

When I make a prepayment, I will tell the Note Holder in writing that I am doing so. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under the Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Lender agrees in writing to those changes. My partial prepayments may reduce the amount of my monthly payment after the first Change Date following my partial prepayment. However, any reductions due to my prepayment may be offset by an interest rate increase.

BY SIGNING BELOW, the Borrower(s) accepts and agrees to the terms, covenants and provisions contained in the PREPAYMENT PENALTY MORTGAGE RIDER.

AUGUST 16, 1996 — Date
David L. Noah (Seal)
DAVID L. NOAH -Borrower

AUGUST 16, 1996 — Date
Rose M Noah (Seal)
ROSE M NOAH -Borrower

AUGUST 16, 1996 — Date
Ruth Noah (Seal)
RUTH NOAH -Borrower

August 15, 1996 — Date
Georgeanna Duncan (Seal)
~~Borrower~~ Notary

OFFICIAL SEAL
GEORGEANNA DUNCAN
NOTARY PUBLIC-OREGON
COMMISSION NO. 053829
MY COMMISSION EXPIRES MAY 7, 2000

APPLICABLE FOR: Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Indiana, Kentucky, Louisiana, Montana, Nebraska, Nevada, New Hampshire, North Carolina, North Dakota, Oregon, Oklahoma, South Carolina, South Dakota, Tennessee, Texas, Wyoming, Utah, and Washington.

STATE OF OREGON) SS.
COUNTY OF DESCHUTES)

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

96 AUG 28 AM 10: 06

MARY SUE PENHOLLOW
COUNTY CLERK

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

BY Lacatte DEPUTY

NO. 96-31601 FEE 55

DESCHUTES COUNTY OFFICIAL RECORDS

T 10544 MP 113

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

RECEIVED
FEB 22 2008
WATER RESOURCES DEP
SALEM, OREGON

RECEIVED
WATER RESOURCES DEPT
SALEM, OREGON

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Cary D. Penhollow
Signature of Affiant

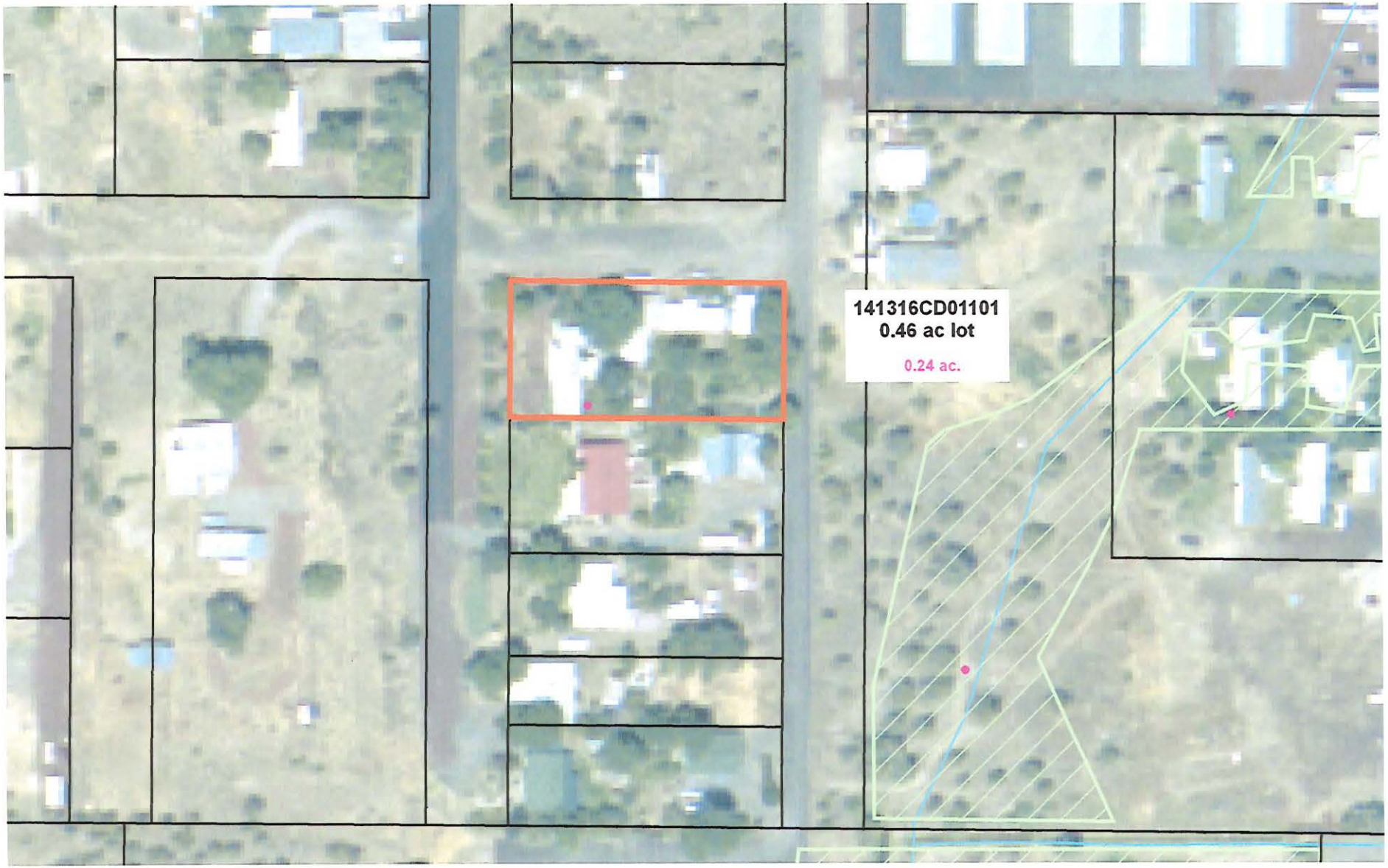
12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Leslie Clark
Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

T 10544 MP 113



CENTRAL OREGON IRRIGATION DISTRICT

Beneficial Use

141316 SENW
TL 1101

0 25 50 100
Feet

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Legend

TAXLOTS OF INTEREST

IRRIGATED

N

Aerial Photo # 14-37
Provided by Bend Mapping and Blueprint
Date of Photography: July 22, 2004

CENTRAL OREGON IRRIGATION DISTRICT

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2007-21575

$41.00

00541864200700215750030031

04/16/2007 12:13:27 PM

D-D Cnt=1 Stn=2 JS
$15.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

3

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

Grantor, Richard A. Scorza and Judith L. Scorza as tenants by the entirety, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands described in Exhibit "A ("Subject Lands") attached, and incorporated by this reference and commonly known as: 15-13-30 NW SE 701, release their claim and responsibility for 0.50 acres of COID water rights that are appurtenant to the Subject Lands, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913.

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

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

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

Consideration for this Quitclaim: $500.00

Grantor:

Richard A. Scorza — Date 4-6-07

Judith L. Scorza — Date 4/6/07

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on 4/6/07 by Richard A. Scorza.

Notary Public

OFFICIAL SEAL
MARTHA J JOHNSON
NOTARY PUBLIC- OREGON
COMMISSION NO. 368301
MY COMMISSION EXPIRES MAY 05, 2007

T 10544 MP 113

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on 4/6/07 by Judith L. Scorza.

OFFICIAL SEAL
MARTHA J JOHNSON
NOTARY PUBLIC- OREGON
COMMISSION NO. 368301
MY COMMISSION EXPIRES MAY 05, 2007

Notary Public

Grantee:

Date 9 April, 2007

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on April 9, 2007 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401067
MY COMMISSION EXPIRES FEB 05, 2010

Notary Public

T 10544

© Central Oregon Irrigation District 2007

MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXHIBIT "A"
LEGAL DESCRIPTION

Description of a tract of land situated in a portion of Parcel 2 of Partition Plat No. 2003-31, located in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section Thirty (30), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, City of Redmond, Deschutes County, Oregon, more particularly described as follows:

Commencing at a 1/2" inside diameter metal pipe monumenting the Northeast corner of Parcel 2 of Partition Plat No. 2003-31, the initial point as well as the true point of beginning; thence South 04°07'13" East along the East line of said Parcel 2, 93.51 feet; thence North 73°11'36" West, 258.35 feet to the West line of said Parcel 2; thence North 21°07'33" East along said West line, 100.00 feet to a 1/2" pipe with plastic cap marked "Povey & Assoc." (hereafter called "cap") on the right-of-way (R/W) of SW Badger Avenue as per said partition; thence South 68°52'27" East along said South R/W, 179.85 feet to a 3/4" pipe with cap; thence 38.17 feet along the arc of a 180.00 foot radius curve, concave North, forming a central angel of 12°08'58" and a long chord bearing South 74°56'56" East, 38.10 feet to the point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

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

March 15, 2007
Title Number : 098451
Title Officer : ANN C. EASTON
Fee : $150.00

Attn: LESLIE CLARK

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

See Attached Exhibit "A"

and dated as of March 9, 2007 at 7:30 a.m.

We find that the last deed of record runs to:

RICHARD A. SCORZA and JUDITH L. SCORZA
as tenants by the entirety

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

NONE

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 30DB 00701
Account No. [redacted]

NOTE: The 2006-2007 Taxes: $1,071.55, Paid in full.

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

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

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

AmeriTitle

By: _____
Ann C. Easton, Title Officer
AE:kw

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

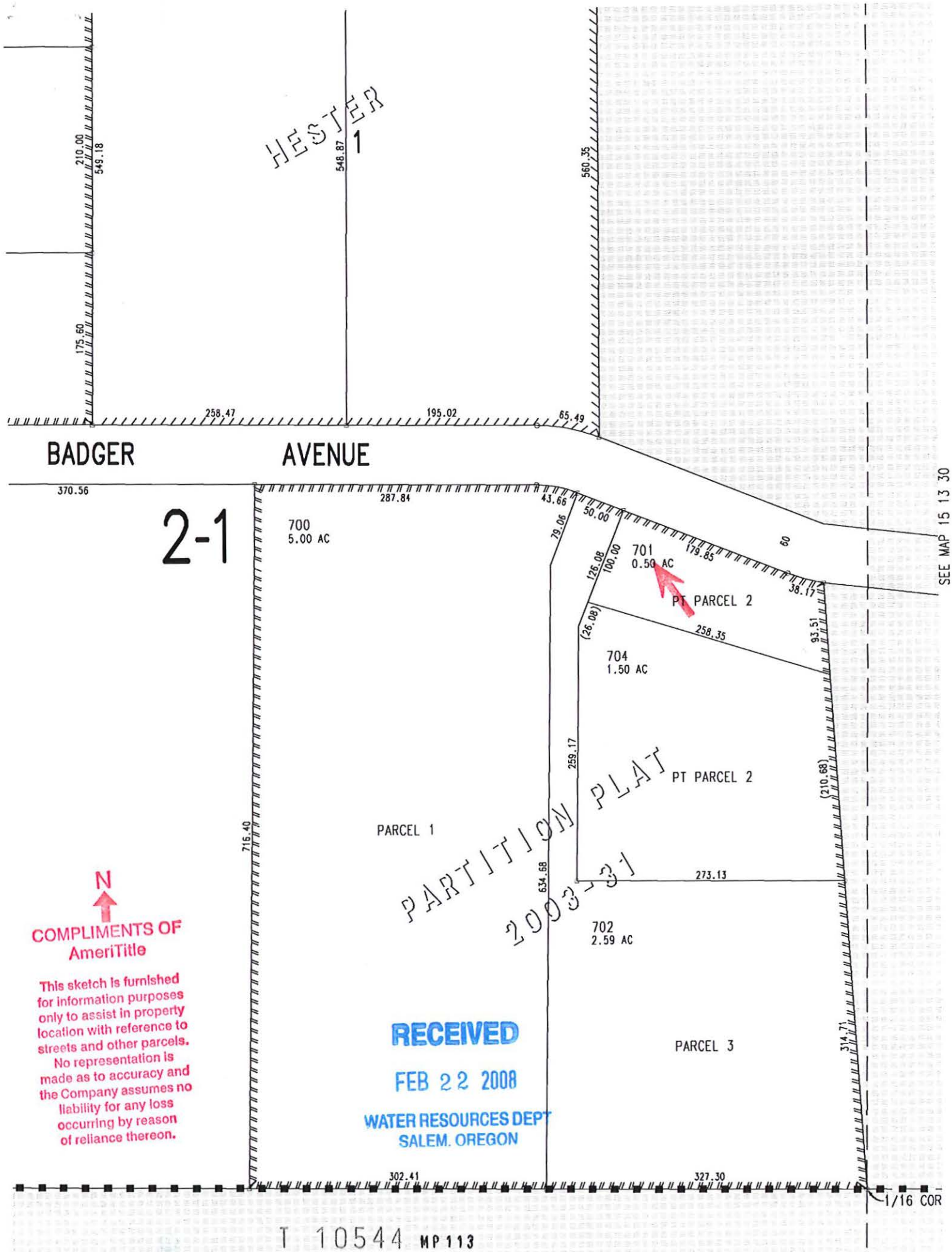
EXHIBIT "A"
LEGAL DESCRIPTION

Description of a tract of land situated in a portion of Parcel 2 of Partition Plat No. 2003-31, located in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section Thirty (30), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, City of Redmond, Deschutes County, Oregon, more particularly described as follows:

Commencing at a 1/2" inside diameter metal pipe monumenting the Northeast corner of Parcel 2 of Partition Plat No. 2003-31, the initial point as well as the true point of beginning; thence South 04°07'13" East along the East line of said Parcel 2, 93.51 feet; thence North 73°11'36" West, 258.35 feet to the West line of said Parcel 2; thence North 21°07'33" East along said West line, 100.00 feet to a 1/2" pipe with plastic cap marked "Povey & Assoc." (hereafter called "cap") on the right-of-way (R/W) of SW Badger Avenue as per said partition; thence South 68°52'27" East along said South R/W, 179.85 feet to a 3/4" pipe with cap; thence 38.17 feet along the arc of a 180.00 foot radius curve, concave North, forming a central angel of 12°08'58" and a long chord bearing South 74°56'56" East, 38.10 feet to the point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113


HESTER
1
210.00
549.18
175.60
548.87
560.35
258.47
195.02
65.49
BADGER AVENUE
370.56
2-1
287.84
43.66
50.00
700
5.00 AC
79.06
176.08
100.00
701
0.50 AC
179.85
60
38.17
SEE MAP 15 13 30
PT PARCEL 2
(26.08)
258.35
93.51
704
1.50 AC
259.17
PARTITION PLAT
2003-31
PT PARCEL 2
(210.68)
716.40
PARCEL 1
634.68
273.13
702
2.59 AC
314.71
PARCEL 3
302.41
327.30
1/16 COR
N
COMPLIMENTS OF
AmeriTitle
This sketch is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON
T 10544 MP 113

DESCHUTES COUNTY OFFICIAL RECORDS 2001-36101
MARY SUE PENHOLLOW, COUNTY CLERK
$55.00
00005285200100381010030032
07/25/2001 04:19:37 PM
D-D Cnt=1 Stn=2 TRACY
$10.00 $11.00 $10.00 $5.00 $20.00

DESCHUTES COUNTY CLERK

CERTIFICATE PAGE

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

This page must be included if document is re-recorded. Do Not remove from original document.

T 10544 MP 113

3563 56-

T 10544

WARRANTY DEED

MP 113

ROBERT C. KRANCE AND JEAN S. KRANCE, AS TENANTS BY THE ENTIRETY, AS TO AN UNDIVIDED ONE-HALF (1/2) INTEREST AND ROBERT L. GALLUP AND PATRICIA A. GALLUP, AS TENANTS BY THE ENTIRETY, AS TO AN UNDIVIDED ONE-QUARTER (1/4) INTEREST AND CRAIG F. BROTCHIE, AS TO AN UNDIVIDED ONE-QUARTER (1/4) INTEREST, Grantor(s) hereby grant, bargain, sell, warrant and convey to: RICHARD A. SCORZA and JUDITH L. SCORZA, as tenants by the entirety, Grantee(s) and grantee's heirs, successors and assigns the following described real property, free of encumbrances except as specifically set forth herein in the County of DESCHUTES and State of Oregon, to wit:

Description of a parcel of land which lies South of the South line of that certain tract as described in a deed to Roy L. Clark et ux on August 29, 1977 in Book 257, Page 139 Deed records, being in a portion of the Northwest Quarter of the Southeast Quarter of Section Thirty (30), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows: Description of a parcel of land which lies South of the South line of that certain tract as described in a deed to Roy L. Clark et ux on August 29, 1977 in Book 257, Page 139 Deed records, being in a portion of the Northwest Quarter of the Southeast Quarter of Section Thirty (30), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows: Commencing at a 1/2" pipe monumenting the East 1/4 corner of Section 30, Township 15 South, Range 13, East of the Willamette Meridian, the Initial Point; thence North 89° 48' 56" West along the North line of the Southeast Quarter of said Section 30 - 2641.06 feet to the West line of the Northwest Quarter of said Southeast Quarter; thence South 00° 00' 18" West along said West line - 1326.18 feet to the South line of said NW-1/4 SE-1/4; thence South 89° 49' 59" East along said South line - 694.89 feet to a 1/2" pipe and the true POINT OF BEGINNING; thence South 89° 49' 59" East along said South line - 629.71 feet to the Southeast corner of said NW-1/4 SE-1/4, a point witnessed by a 1/2" pipe which bears South 35° West - 7.44 feet; thence North 04° 14' 12" West - 649.22 feet along the East line of that certain tract as described in a Deed and a Northerly extension thereof to Herbert J. Hester et ux recorded April 15, 1980 in Book 320, Page 84 Deed records, Deschutes County, Oregon, to the South line of a parcel of land recorded in Deeds Book 257, Page 139; thence North 83° 43' 58" West along said South line - 5.73 feet to the centerline P.I. of SW Badger Avenue, a 60.00 feet wide road, 30.00 feet each side of centerline; thence North 68° 59' 26" West along said centerline and along said South line 249.25 feet to the beginning of a curve, a point 11.62 feet beyond the Southwest corner of said parcel recorded in Deeds Book 257, Page 139; thence 54.57 feet along the arc of a 150.00 foot radius curve left of said centerline forming a deflection angle of 20° 50' 44" and a long chord bearing North 79° 24' 48" West - 54.27 feet to the end of said curve; thence North 89° 50' 10" West along said centerline - 287.84 feet to a 1/2" pipe; thence South 00° 10' 01" West - 746.40 feet to the POINT OF BEGINNING. TOGETHER WITH a parcel of land situate in a portion of Section Thirty (30), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows: Commencing at a 1/2" rod at the East Quarter corner of Section 30, Township 15 South, Range 13, E.W.M., D.C.O., the initial point; thence North 89°48'56" West along the North line of the Southeast Quarter (SE1/4) of said Section 30, 2641.06 feet to the West line of the NW1/4 of said SE1/4; thence South 00°00'18" West along said West line, 1326.18 feet to the South line of said NW1/4 of the SE1/4; thence South 89°49'59" East along said South line, 1312.64 feet to the Southwest corner of a parcel of land recorded in Deeds Volume 266, Page 231, and the true point of beginning; thence South 89°49'59" East, along said South line and along the South line of said Deed, 11.96 feet to the SE1/16 corner; thence North 04°14'12" West, 168.68 feet to the West line of said deed; thence South 00°10'15" East along said West line, 168.19 feet to the point of beginning.

SERIAL NO. 162702 TM 15 13 30 00 01413

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

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

After recording, return to
AmeriTitle

The true and actual consideration for this conveyance is pursuant to an IRC 1031 exchange on behalf of Grantor and/or Grantee.

Until a change is requested, all tax statements shall be sent to Grantee at following address: 3569 W. Antler, Redmond, OR 97756

Dated this 18th day of July, 2001.

ROBERT C. KRANCE — JEAN S. KRANCE

ROBERT L. GALLUP — PATRICIA A. GALLUP

CRAIG F. BROTCHIE

STATE OF COLORADO
COUNTY OF El Paso
ss. July 19th 2001

Personally appeared the above named Robert C. Krance, Jean S. Krance, Robert L. Gallup and Patricia A. Gallup

and acknowledged the foregoing instrument to be their voluntary act.

ANN P. DRAKE NOTARY PUBLIC STATE OF COLORADO

Before me:
Notary Public for Colorado
My commission expires 1-30-2002

MY COMMISSION EXPIRES
01/30/2002

STATE OF North Carolina
COUNTY OF Cumberland
ss. July 23 2001

Personally appeared the above named

Craig F. Brotchie

and acknowledged the foregoing instrument to be his voluntary act.

Before me:
WILLIAMS, PONYA K.
Notary Public for U.S. Army
My commission expires indefinite

NOTARY PUBLIC CUMBERLAND COUNTY NORTH CAROLINA

(Seal)

ESCROW NO. RD035603RR

Return to:
Richard A. Scorza
3569 W. Antler
Redmond, OR 97756

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

MP 113

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

MP 113

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Leslie Clark
Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

'EFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Lease of Existing Water Rights for Instream Use and Preliminary and Final Award of Mitigation Credits, Certificate 76358, Deschutes Counties	)))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE & MITIGATION CREDIT PROJECT

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating instream lease applications.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Lessor #1
Pooled Instream Lease for several water right holders (described in Findings of Fact #2)

Lessor #2
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes Water Exchange (DWE) Mitigation Bank
P.O. Box 1560
Bend, Oregon 97709
gen@deschutesriver.org

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Findings of Fact

1. On June 20, 2007, the DWE Mitigation Bank and COID filed an application, on behalf of several water right holders, to lease a portion of Certificate 76358 to instream use. The Department assigned the application number IL-852.

2. The portion of the right to be leased is as follows:

   Certificate: 76358
   Season of Use: April 1 to November 1, further limited as follows:
   April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
   May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
   May 15 to Sept. 15 described herein as Season 3
   Priority Date: October 31, 1900 and December 2, 1907

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

T 10544 MP 113

Use: Irrigation of 10.91 acres from Point of Diversion (POD) #1 and 28.11 acres from POD #11

Quantity: Rate: Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)
Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

POD #1

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.136 CFS	0.182 CFS	0.240 CFS	
December 2, 1907			0.097 CFS	
Totals	0.136 CFS	0.182 CFS	0.337 CFS	108.12 AF

POD #11

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.351 CFS	0.469 CFS	0.618 CFS	
December 2, 1907			0.249 CFS	
Totals	0.351 CFS	0.469 CFS	0.868 CFS	278.57 AF

The quantities listed above reflect allowance of a 45% transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Those lands not served from the district main canal systems, but by direct pumping from the Deschutes River, are not allowed the 45% transmission loss.

Source: Deschutes River, tributary to the Columbia River

Authorized Place of Use:

Twp	Rng	Mer	Sec	Q-Q	Tax Lot	Acres	POD	Water Right Holder (Lessor #1)
14 S	13 E	WM	9	NW NW	501	4.81	11	William Honer
14 S	13 E	WM	16	SW SW	2300	0.15	11	COID
15 S	13 E	WM	17	NE NW	101	2.5	11	COID
15 S	13 E	WM	19	NE SW	1001	1.6	11	COID
15 S	13 E	WM	19	NE SW	1003	2.0	11	COID
15 S	13 E	WM	19	NE SW	1004	1.0	11	COID
15 S	13 E	WM	19	NE SW	1006	1.0	11	COID
15 S	13 E	WM	30	NW NW	906	1.5	11	COID
15 S	13 E	WM	30	NW NW	907	0.25	11	Gregory & Laurie Madesh
15 S	13 E	WM	30	NE SE	1405	2.2	11	COID
15 S	13 E	WM	30	NW SE	1405	0.3	11	COID
15 S	13 E	WM	30	NW SE	700	5.0	11	COID
15 S	13 E	WM	30	NW SE	701	0.5	11	COID
15 S	13 E	WM	30	NW SE	702	2.5	11	COID
15 S	13 E	WM	30	NW SE	704	1.5	11	COID
15 S	14 E	WM	26	NE SE	803	0.12	1	Michael Brown
15 S	14 E	WM	26	NW SE	803	1.44	1	Michael Brown
16 S	12 E	WM	35	SE NW	600	1.0	11	Thomas Feldmann & Jill Shealy
17 S	12 E	WM	14	NW SW	900	0.3	11	Guy Vernon
17 S	13 E	WM	19	SW SW	1500	0.5	1	Darin & Nancy Ensz
17 S	13 E	WM	30	NW NW	206	1.75	1	COID
18 S	12 E	WM	3	SE NE	1400	1.75	1	COID
18 S	12 E	WM	3	NE SE	200	0.5	1	COID
18 S	12 E	WM	3	NE SE	201	6.1	1	COID

Should only be 0.5 cfs

T 10544

MP 113

Authorized POD's:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
18 S	11 E	WM	13	SW NE	CENTRAL OREGON CANAL POD #1 – 1520 FEET SOUTH & 1535 FEET WEST FROM THE NE CORNER OF SECTION 13
17 S	12 E	WM	29	SE NE	COID NORTH CANAL POD #11 – 850 FEET NORTH & 630 FEET WEST FROM THE E ¼ CORNER OF SECTION 29

3. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

4. The instream use has been modified from the lease application to prevent injury and enlargement and is as follows:
Deschutes River, tributary to the Columbia River

Instream Reach #1: From POD #1 to POD #11 (both as described in Finding of Fact #2)

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.075 Season 2: 0.100 Season 3: 0.185	59.46	April 1 – Oct. 26

Instream Reach #2: From POD #11 to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.268 Season 2: 0.358 Season 3: 0.662	212.68	April 1 – Oct. 26

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

5. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under Certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

The total volume protected instream shall not exceed 212.68 AF.

6. There is a supplemental water right, Certificate 76714, appurtenant to all or a portion of the lands described in Finding of Fact # 2. The Lessor and Lessee have requested that this water right not be included as part of this lease application. During the term of the lease, water use under this right will also be suspended.

7. If approved, this instream lease is not reasonably expected to significantly affect land use as prescribed by ORS 197.180, OAR Chapter 660, Divisions 30 and 31, and OAR Chapter 690, Division 5.

8. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if

T 10544 MP 113

the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

9. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

10. The lease will terminate on October 31, 2007.

Preliminary Award of Deschutes Basin Mitigation Credits

11. The Lessee, a mitigation bank chartered by the Water Resources Commission, has requested that the portion of the right to be protected instream be used to generate mitigation credits.

12. The Department assigned this mitigation credit project number MP-109.

13. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6). The Department also provided notice of the mitigation credit project to the Oregon Department of Fish and Wildlife (ODFW), Oregon Department of Environmental Quality, Oregon Parks and Recreation Department (OPRD), Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2). Comments were received from ODFW and OPRD. ODFW identified that this project will provide effective instream protection of flows during the irrigation season and also identified, along with general comments on the mitigation program, that instream flow protection is needed during the months outside of the irrigation season. OPRD identified that this lease, along with other instream projects, will enhance aesthetics and water needed for recreation. OPRD deferred to ODFW for appropriate timing of when flows should be protected instream.

14. The Department is unable to expand the period during which instream flows may be protected outside of the irrigation season, as recommended by ODFW, without causing injury to other water rights. The shaping proposed by the instream lease application does protect water instream over almost the entire irrigation season at the maximum rates possible. Therefore, no modifications were made to the lease based upon comments received.

15. The Department finds that 70.2 mitigation credits may be awarded to this mitigation credit project and assigned to the DWE Mitigation Bank. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the Middle Deschutes and General Zones of Impact.

16. The mitigation credits expire on December 31, 2007.

17. The use and maintenance of the mitigation credits is subject to the terms and conditions of the DWE Mitigation Bank Charter.

18. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of the Final Order approving the proposed instream lease shall result in completion of the project and verification that the project is complete.

19. No precedent is set by this Final Order as to the amount of mitigation credits that may be generated by a subsequent mitigation credit project.

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease conforms to the applicable provisions of OAR 690-077-0015.

This mitigation project results in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

ORDER

Therefore, it is ORDERED:

1. That the Lease as described herein is APPROVED.

2. The former place of use will no longer receive water as part of these rights, any supplemental rights (including Certificate 76714), or any other layered water rights for irrigation use, including ground water registrations during the term of the lease.

3. The lease will terminate on October 31, 2007.

4. **Final Award of Deschutes Basin Mitigation Credits:** Issuance of this Final Order results in completion of the project and verification by the Department that the project is complete. The Department concludes that the mitigation credit project is awarded mitigation credits, as described above, pursuant to OAR 690-521-0400 and ORS 537.746. Mitigation Credits, in the amount of **70.2** credits, as described herein, are awarded to this mitigation project and assigned to the DWE Mitigation Bank. Mitigation Credits may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the **Middle Deschutes and General** Zones of Impact.

5. Mitigation credits are valid until used (or until they expire or are terminated) to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

6. The mitigation credits shall expire on December 31, 2007.

T 10544 MP 113

7. The use and maintenance of the mitigation credits shall be subject to the terms and conditions of the DWE Mitigation Bank Charter.

Dated at Salem, Oregon this 20th day of July 2007.

By Phillip C. Ward, Director

Mailing date: JUL 23 2007

T 10544 MP 113

CENTRAL OREGON IRRIGATION DISTRICT

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-77696

$41.00

00510907200600776960030033

11/27/2006 02:45:06 PM

D-D Cnt=1 Stn=3 PG
$15.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

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

Grantor, Charles Garner and Dana Garner, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands described as: Parcel Two (2) of Partition Plat No. 2000-26, filed May 23, 2000 and located in the Southwest Quarter of the Southwest Quarter (SW ¼ SW ¼) of Section Eight (8), Township 15 South 13, East of the Willamette Meridian, Deschutes County, Oregon ("Subject Lands"), release their claim and responsibility for 0.90 acres of COID water rights that are appurtenant to the Subject Lands, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-08 SW SW 802.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 0.90 acres of water rights incurred.

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

Consideration for this Quitclaim: $900.00

Grantor:

Charles Garner — Date 11-8-06

Dana Garner — Date 11/8/06

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Washington)

This instrument was acknowledged before me on November 8, 2006 by Charles Garner.

Andrea J. Sumner
Notary Public

OFFICIAL SEAL
ANDREA J SUMNER
NOTARY PUBLIC-OREGON
COMMISSION NO. 405793
MY COMMISSION EXPIRES MAY 8, 2010

T 10544 MP 113

State of Oregon)
) ss.
County of Washington)

This instrument was acknowledged before me on November 8, 2006 by Dana Garner.

OFFICIAL SEAL
ANDREA J SUMNER
NOTARY PUBLIC-OREGON
COMMISSION NO. 405793
MY COMMISSION EXPIRES MAY 8, 2010

Andrea J. Sumner
Notary Public

Grantee:

Date 14 Nov. 2006

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on November 14, 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401001
MY COMMISSION EXPIRES FEB 05, 2010

Leslie Clark
Notary Public

© Central Oregon Irrigation District 2006

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

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

Attn: LESLIE CLARK

September 28, 2006
Title Number : 094270
Title Officer : CHUCK NICHOLS
Fee : $150.00

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

Parcel Two (2) of Partition Plat No. 2000-26, filed May 23, 2000 and located in the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section Eight (8), Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon.

and dated as of September 21, 2006 at 7:30 a.m.

We find that the last deed of record runs to:

CHARLES GARNER and DANA GARNER

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $328,000.00
   Dated: April 25, 2006
   Recorded: April 25, 2006
   Volume-Page: 2006-28624, Deschutes County Records
   Grantor: Charles Garner and Dana Garner
   Trustee: Western Title and Escrow
   Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS)
   MIN: 100058310000759144

2. Requirement that a correction deed be recorded correcting Bargain and Sale Deed recorded April 26, 2006, in Volume 2006, Page 28623, Deschutes County Records

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 08CC 00802
Account No. [redacted]

NOTE: The 2005-2006 Taxes: $3,486.07, Paid in full.

1. The 2006-2007 Taxes: A lien not yet due or payable.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

2005 100 BEST COMPANIES TO WORK FOR

T 10544 MP 113

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

According to the Deschutes County Assessor's Roll, the subject property does not lie within any city limit.

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

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

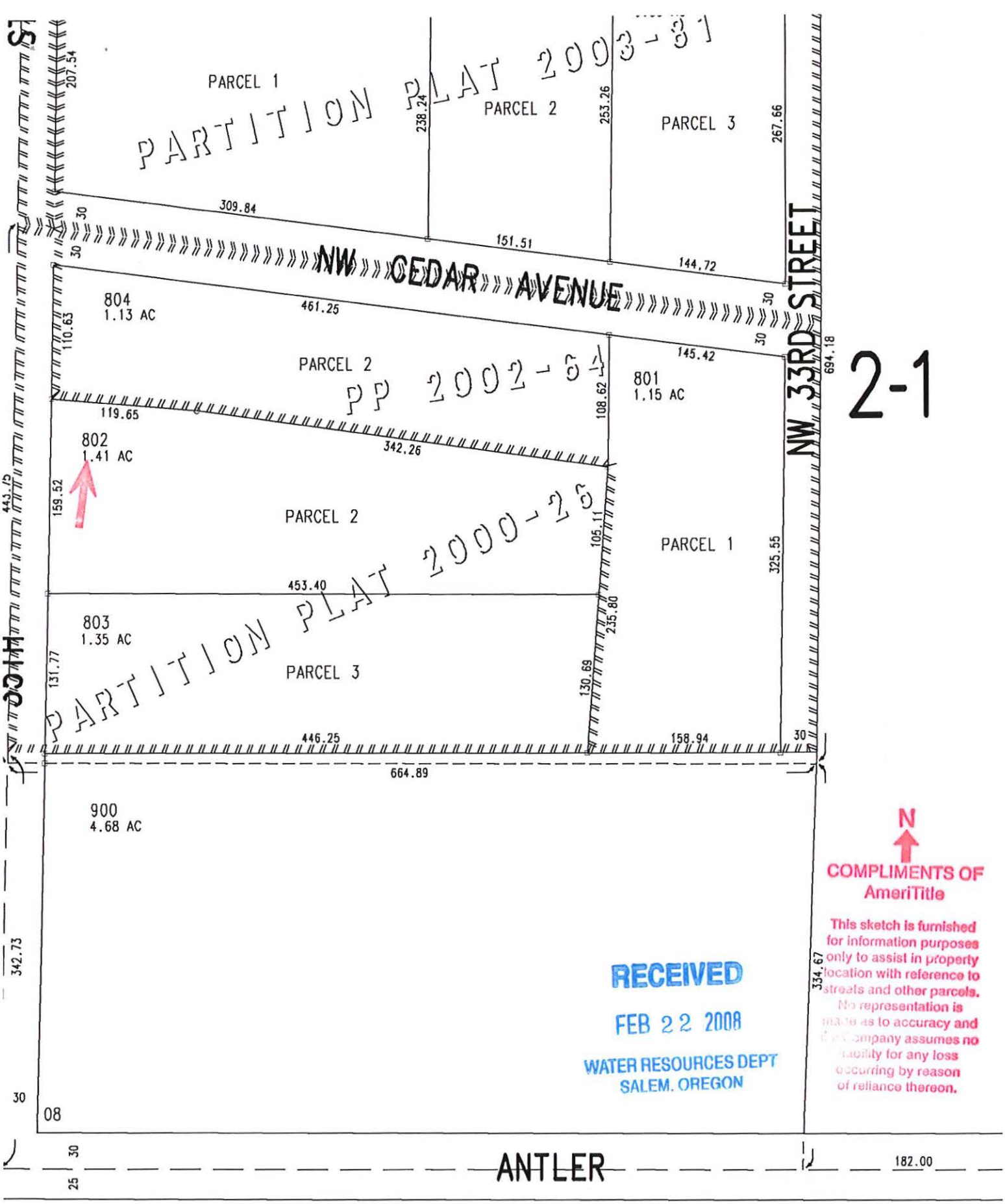
AmeriTitle

By: _____
Chuck Nichols, Title Examiner
CN:kg

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113



SEE MAP 15 13 17

T 10544

MP 113

36

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-28623
$36.00
00457956200600286230020024
04/26/2006 01:52:35 PM
D-D Cnt=1 Stn=1 BECKEY
$10.00 $11.00 $10.00 $5.00

LandAmerica Lawyers Title

Return to:
Charles Garner
755 NW Brookwood Dr
Hillsboro, OR 97124

Until a change is requested, all tax statements shall be sent to the following address:
Charles Garner
755 NW Brookwood Dr
Hillsboro, OR 97124

22g0240425X

LAWYERS TITLE INS. CORP.

STATUTORY BARGAIN AND SALE DEED

CMK PROPERTIES, LLC, an Oregon Limited LIability Company, Grantor, conveys to Charles Garner and Dana Garner, Grantee, the following described real property:

See attached Legal Description "A"
Tax Account No. [redacted]

The true consideration for this conveyance is 0.00.

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

Dated 25 day of April, 2006

Dana Garner

STATE OF OREGON
County of

The foregoing instrument was acknowledged before me this 25 day of April, 2006, by , as Member, of CMK Properties, LLC, on behalf of the corporation.

Notary Public for the State of Oregon
My commission expires: 2-22-07

OFFICIAL SEAL
KATHRYN RUNYON
NOTARY PUBLIC-OREGON
COMMISSION NO. A365164
MY COMMISSION EXPIRES FEB. 22, 2007

Recorded by Western Title as an accommodation only. No liability accepted for condition of title or validity, sufficiency or affect of document. 10-012340CL TO

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Exhibit "A"

Legal Description

Parcel 2 of Partition Plat No. 2000-26, file May 23, 2000, and located in the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 8, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

101

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-28624

00457857200600285240150158
$101.00

04/26/2006 01:52:35 PM
M-DT Cnt=1 Stn=1 BECKEY
$75.00 $11.00 $10.00 $5.00

After Recording Please Return To:
LOANCITY
5671 SANTA TERESA BOULEVARD, SUITE 100
SAN JOSE, CA 95123

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

15

[Space Above This Line For Recording Data]

RECORDED BY:
WESTERN TITLE & ESCROW CO.
10-012340 LE TD

GARNER
Loan #: 1001879658
PIN #: 15-13-08-CC-00802/200398
MIN: 100058310000759144

DEED OF TRUST

"Mortgage Electronic Registration Systems, Inc, (MERS) is the Grantee of this Security Instrument"

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.
(A) "Security Instrument" means this document, which is dated **APRIL 25, 2006** together with all Riders to this document.
(B) "Borrower" is **CHARLES GARNER AND DANA GARNER**. Borrower is the trustor under this Security Instrument.
(C) "Lender" is **LOANCITY , A CALIFORNIA CORPORATION**. Lender is a **CORPORATION** organized and existing under the laws of **CA**. Lender's address is **5671 SANTA TERESA BOULEVARD, SUITE 100 SAN JOSE, CA 95123**.
(D) "Trustee" is **WESTERN TITLE & ESCROW**.
(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI48501-2026, tel. (888) 679-MERS.
(F) "Note" means the promissory note signed by Borrower and dated **APRIL 25, 2006**. The Note states that Borrower owes Lender **THREE HUNDRED TWENTY-EIGHT THOUSAND AND 00/100** Dollars (U.S. **$328,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **MAY 1, 2036**.
(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☒ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ 1-4 Family Rider	☐ Other(s) [specify] _____	

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

LAWYERS TITLE INS. CORP. 22902404 25X

that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY (Type of Recording Jurisdiction) of DESCHUTES (Name of Recording Jurisdiction):

PARCEL 2 OF PARTITION PLAT NO. 200-26, FILE MAY 23, 2000, AND LOCATED IN SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4 SW1/4) OF SECTION 8, TOWNSHIP 15 SOUTH, RANGE 13, EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON.

which currently has the address of 252 NW 35TH STREET, REDMOND, OR 97756 ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but no limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice,

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544
MP 113

which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

MP113

Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender. If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP113

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

(d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary,

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Attorneys' Fees. As used in this Security Instrument and in the Note, attorneys' fees shall include those awarded by an appellate court.

26. Protective Advances. This Security Instrument secures any advances Lender, at its discretion, may make under Section 9 of this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.

27. Required Evidence of Property Insurance.

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by Applicable Law.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

1001879658

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

4/25/06
- BORROWER - CHARLES GARNER - DATE -

4/25/06
- BORROWER - DANA GARNER - DATE -

[Space Below This Line For Acknowledgment]

STATE OF Oregon
COUNTY OF Washington

On this 25 day of April 2006 personally appeared the above named Charles Garner and Dana Garner and acknowledged the foregoing instrument to be ~~his/her~~/their voluntary act and deed.

(Official Seal)

Kathryn Runyon
Notary Public For Oregon

OFFICIAL SEAL
KATHRYN RUNYON
NOTARY PUBLIC-OREGON
COMMISSION NO. A365164
MY COMMISSION EXPIRES FEB. 22, 2007

My Commission Expires: 2-22-07

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

T 10544 MP 113

1001879658

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Second Home Rider.

04/25/06

- BORROWER - CHARLES GARNER - DATE -

4/24/06

- BORROWER - DANA GARNER - DATE -

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

T 10544 MP 113

SECOND HOME RIDER

GARNER
Loan #: 1001879658
MIN: 100058310000759144

THIS SECOND HOME RIDER is made on this 25TH day of APRIL, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to LOANCITY , A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property"), which is located at: 252 NW 35TH STREET, REDMOND, OR 97756 (Property Address).

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument is deleted and are replaced by the following:

6. Occupancy. Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

8. Borrowers Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrowers occupancy of the Property as Borrower's second home.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

First American

First American Title Insurance Company of Oregon
PO Box 1195

Redmond, OR 97756
Phn - (541)923-3014
Fax - (541)548-2816

Central Oregon Irrigation District
1055 SW Lake Ct
Redmond, OR 97756

December 11, 2007
File No.: 7062-1152092

Attn:

Re: **Map# 15 13 08 DB 01900**
Seller: **Glenn McDermid and Lynn J. McDermid**
Buyer: **Manuel M Meda**
Property: **2356 NW Fir Avenue, Redmond, OR 97756**
Tax Account No.: [redacted]

We, as Escrow Agent, are handling a transaction on the above referenced property. Please advise us of any water rights or assessments against this property. Kindly return this information via fax to Fax No. **(866) 902-9871** .

Should you have any questions or need assistance please contact the undersigned.

First American Title Insurance Company of Oregon

Luis Jimenez, Escrow Officer

Assessments

An assessment of $_____ covers the lien period beginning ____/____/_____ to ____/____/_____.

The balance owing is $_____ plus interest from ____/____/_____ at the rate of $_____ per diem.

Transfer Fee $_____ Acres of Water _____

Please indicate which of the following applies:

_____ Assessed _____ Adjudicated
_____ Vested _____ Permitted

Please show the point of delivery if map is attached.

Signed by: Barbara Date: 12/11/07

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

$30.00 FEE FOR WATER RIGHTS INQUIRY

T 10544 MP 113

WESTERN TITLE & ESCROW COMPANY

153 SW 5th STREET/REDMOND, OR 97756
Phone: (541) 548-2911 Fax: (541) 548-8601

12/07/2007

COID
1055 SW Lake Ct.
Redmond, OR 97756

Sent Via Fax: 548-0243

Please furnish us with figures on the following assessment at your earliest convenience:

Owner's Name : GRP LOAN, INC.
Property Address: 1463 NW 20TH COURT
Tax Account No. : [redacted]
15-13-08-AA-01714
Subdivision : Lot 5, Two Bar Estates

NOTE: (x) This is a sale escrow. Ownership will transfer at close of escrow.
( ) This is a refinance. No ownership change will occur.

If you are unable to process this request, please call our office as soon as possible. Thank you for your cooperation.

Sincerely,
WESTERN TITLE & ESCROW COMPANY

Cheryl Williams
Senior Escrow Officer
CCW/LB

****

To: WESTERN TITLE & ESCROW COMPANY

Our records indicate the following:

✓ No Water
___ Water - No. Acres: _____ - Current Assessment $_____.

Assessed from _____ to _____ Currently Paid to _____

When due: _____, _____, or _____
Quarterly Annually Semi-Annually

Amount now owing: $_____ (includes any delinquencies)

Transfer Fee: $_____.

By: Barbara Date: 12/11/07

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

$30.00 FEE FOR WATER RIGHTS INQUIRY

T 10544 MP 113

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Leslie Clark
Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

Thank You

April 18, 2007

Gen Hubert
Deschutes Water Exchange Mitigation Bank
P.O. Box 1560
Bend, OR 97701

Dear Gen:

Thank you for participating in the Short-Term Instream Leasing Program and Deschutes Mitigation Credit Program. I want to express appreciation for your participation in these programs and cooperation in helping to improve streamflows for fish and aquatic life and to provide mitigation water to ground water users in the Deschutes Ground Water Study Area.

This instream lease has been approved and has been awarded mitigation credits

Enclosed is a copy of the final order approving the instream lease and mitigation credit project. If you have any questions, please call me at (503) 986-0884.

Sincerely,

Laura Snedaker
Field Services Division

c: Jeremy Giffin, Watermaster District 11
Laura Wolam, Central Oregon Irrigation District
file IL-807 / MP-98 COID-07-03

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Lease of Existing Water Rights for Instream Use and Preliminary and Final Award of Mitigation Credits, Certificates 76358, Crook and Deschutes Counties	)))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE & MITIGATION CREDIT PROJECT

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating instream lease applications.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Lessor
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes Water Exchange (DWE)
Mitigation Bank
P.O. Box 1560
Bend, Oregon 97709
gen@deschutesriver.org

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Findings of Fact

1. On March 19, 2007, COID and the DWE Mitigation Bank filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number IL-807.

2. The rights to be leased are as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 17.66 acres from Point of Diversion (POD) #1 and 55.78 acres from POD #11
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

POD #1

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.221 CFS	0.294 CFS	0.388 CFS	
December 2, 1907			0.157 CFS	
Totals	0.221 CFS	0.294 CFS	0.545 CFS	175.01 AF

POD #2

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.697 CFS	0.930 CFS	1.227 CFS	
December 2, 1907			0.495 CFS	
Totals	0.697 CFS	0.930 CFS	1.722 CFS	552.78 AF

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.

Source: Deschutes River, tributary to the Columbia River

Authorized Place of Use:

Twp	Rng	Mer	Sec	Q-Q	POD	Tax Lot	Acres
14 S	13 E	WM	16	SW SE	11	2400	0.3
15 S	13 E	WM	4	NE NE	11	600	5.0
15 S	13 E	WM	4	SE SE	11	800	0.65
15 S	13 E	WM	4	SE SE	11	900	0.6
15 S	13 E	WM	4	SW SW	11	704	6.31
15 S	13 E	WM	8	SE SW	11	100	7.6
15 S	13 E	WM	8	SE SW	11	200	9.5
15 S	13 E	WM	8	SW SW	11	802	0.9
15 S	13 E	WM	8	SW SW	11	600	1.0
15 S	13 E	WM	8	SW SW	11	601	0.6
15 S	13 E	WM	8	SW SW	11	602	0.5
15 S	13 E	WM	8	SW SW	11	801	0.77
15 S	13 E	WM	8	SW SW	11	803	1.0
15 S	13 E	WM	8	SW SW	11	700	4.0
15 S	13 E	WM	8	SW SW	11	900	4.0
15 S	13 E	WM	9	SW NW	11	501	0.8
15 S	13 E	WM	18	SW SE	11	2802	3.74
15 S	13 E	WM	18	SW SE	11	2809	0.26
15 S	13 E	WM	20	NW NW	11	201	4.4
15 S	13 E	WM	21	SW NW	11	2800	0.35
15 S	13 E	WM	21	SW NW	11	200	0.25
15 S	13 E	WM	21	SW NW	11	300	0.25
15 S	13 E	WM	30	NW NW	11	902	3.0
17 S	12 E	WM	23	NE NE	1	106	6.8
17 S	12 E	WM	23	NW SW	1	1001	0.7
17 S	12 E	WM	26	NE SW	1	705	4.7
17 S	12 E	WM	28	NE SW	1	200	1.86
17 S	13 E	WM	31	NE SE	1	1100	3.0
17 S	14 E	WM	22	NE SE	1	801	0.2
18 S	13 E	WM	12	SE NW	1	501	0.4

T 10544

MP 113

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
18 S	11 E	WM	13	SW NE	Central Oregon Canal POD #1 – 1520 feet South & 1535 feet West from the NE corner of Section 13
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

3. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

4. The instream use is as follows:
Deschutes River tributary to the Columbia River

Instream Reach #1: From POD #1 to POD #11 (both as described in Finding of Fact #3)

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.121 Season 2: 0.162 Season 3: 0.300	96.26	April 1 – Oct. 26

Instream Reach #2: From POD #11 to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.505 Season 2: 0.673 Season 3: 1.247	400.28	April 1 – Oct. 26

5. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under Certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

The total volume protected instream shall not exceed 400.28 AF.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

6. There is a supplemental water right, Certificate 76714, appurtenant to all or a portion of the lands described in Finding of Fact # 2. The Lessor and Lessee have requested that this water right not be included as part of this lease application. During the term of the lease, water use under this right will also be suspended.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new

injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

9. The lease application identifies the term of the lease as extending through 2011. However, the Lessee and Lessor have clarified that the term of this lease should only extend through 2007. Therefore, this lease will terminate on October 31, 2007.

Preliminary Award of Deschutes Basin Mitigation Credits

10. The Lessee, a mitigation bank chartered by the Water Resources Commission, has requested that the portion of the right to be protected instream be used to generate mitigation credits.

11. The Department assigned this mitigation credit project number MP-98.

12. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6). The Department also provided notice of the mitigation credit project to the Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, Oregon Parks and Recreation Department, Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2). Comments were received from Oregon Parks and Recreation Department. These comments identified that the proposed lease will contribute to flows necessary for recreation and aesthetic and scenic attraction.

13. No modifications were made to the lease based on the comments received.

14. The Department finds that **132.2** mitigation credits may be awarded to this mitigation credit project and assigned to the DWE Mitigation Bank. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the **General and Middle Deschutes Zones of Impact.**

15. The mitigation credits expire on December 31, 2007.

16. The use and maintenance of the mitigation credits is subject to the terms and conditions of the DWE Mitigation Bank Charter.

17. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of the Final Order approving the proposed instream lease shall result in completion of the project and verification that the project is complete.

No precedent is set by this Final Order as to the amount of mitigation credits that may be generated by a subsequent mitigation credit project.

T 10544 MP 113

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease conforms to the applicable provisions of OAR 690-077-0015.

This mitigation project results in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

ORDER

Therefore, it is ORDERED:

1. That the Lease as described herein is APPROVED.

2. The former place of use will no longer receive water as part of these rights, any supplemental rights or any other layered water rights for irrigation use, including ground water registrations, during the term of the lease.

3. The lease will terminate on October 31, 2007.

4. **Final Award of Deschutes Basin Mitigation Credits:** Issuance of this Final Order results in completion of the project and verification by the Department that the project is complete. The Department concludes that the mitigation credit project is awarded mitigation credits, as described above, pursuant to OAR 690-521-0400 and ORS 537.746. Mitigation Credits, in the amount of **132.2** credits, as described herein, are awarded to this mitigation project and assigned to the DWE Mitigation Bank. Mitigation Credits may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the **General and Middle Deschutes Zones of Impact.**

5. Mitigation credits are valid until used (or until they expire or are terminated) to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

6. The mitigation credits shall expire on December 31, 2007.

7. The use and maintenance of the mitigation credits shall be subject to the terms and conditions of the DWE Mitigation Bank Charter.

Dated at Salem, Oregon this 19th day of April 2007.

Phillip C. Ward, Director

Mailing date: APR 24 2007

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

IRRIGATION DISTRICT

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2007-29099

$41.00

00550015200700290990030033

05/23/2007 10:00:04 AM

D-D Cnt=1 Stn=3 PG
$15.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

3

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

Grantor, WASABI WASABI, LLC, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands described in Exhibit "A" ("Subject Lands") attached and incorporated herewith and commonly known as: 15-13-05 SE NE 302, release their claim and responsibility for 4.5 acres of COID water rights that are appurtenant to the Subject Lands, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 4.50 acres of water rights incurred.

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

Consideration for this Quitclaim: $4,500.00

Grantor:

_____ Date 5-18-07
Hayden H. Watson for WASABI WASABI, LLC

Monica L Endsley Date 5/18/07
Monica L. Endsley for WASABI WASABI, LLC

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 18th, 2007 by Hayden H. Watson as member for WASABI WASABI, LLC.

OFFICIAL SEAL
KIMBERLY GUTHRIE
NOTARY PUBLIC - OREGON
COMMISSION NO. 370022
MY COMMISSION EXPIRES JULY 18, 2007

Kimberly Guthrie
Notary Public

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 18th, 2007 by Monica L. Endsley as member for WASABI WASABI, LLC.

OFFICIAL SEAL
KIMBERLY GUTHRIE
NOTARY PUBLIC - OREGON
COMMISSION NO. 370022
MY COMMISSION EXPIRES JULY 18, 2007

Kimberly Guthrie
Notary Public

Grantee:

Date 21 May, 2007

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 21, 2007 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

Leslie Clark
Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

© Central Oregon Irrigation District 2007

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXHIBIT "A"
LEGAL DESCRIPTION

Description of a parcel of land situated in a portion of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a bolt monumenting the East Quarter (E1/4) corner of Section 5, Township 15 South, Range 13, E.W.M., the initial point as well as the true point of beginning; thence North 00°36'02" East along the East line of the NE1/4 of said Section 5, 396.00 feet to the North line of a parcel of land described in Deschutes County Deeds, Book 48, Page 273; thence North 89°53'57" West along said North line 550.02 feet; thence South 00°36'02" West, 396.00 feet to the South line of the SE1/4 of said NE1/4; thence South 89°53'57" East along said South line 550.02 feet to the point of beginning.

TOGETHER WITH: Commencing at a bolt monumenting the West Quarter (W1/4) corner of Section Four (4), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, the initial point, as well as the true point of beginning; thence along the South line of the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) South 89°54'24" East, 113.94 feet to a point on the West canyon rim marked by a 5/8" diameter rebar with yellow plastic cap marked "AES"; thence leaving said South line along said West canyon rim the following 15 courses marked by 5/8" diameter rebar with yellow plastic cap marked "AES";

North 22°23'14" West, 6.21 feet to an angle point on said rim;
North 58°49'05" East, 24.09 feet to an angle point on said rim;
North 45°33'27" East, 47.01 feet to an angle point on said rim;
North 31°47'27" East, 6.71 feet to an angle point on said rim;
North 32°05'19" West, 65.26 feet to an angle point on said rim;
North 01°01'17" East, 32.20 feet to an angle point on said rim;
North 33°24'17" East, 26.56 feet to an angle point on said rim;
North 53°01'29" East, 36.22 feet to an angle point on said rim;
North 02°15'01" East, 64.77 feet to an angle point on said rim;
North 23°10'46" West, 33.28 feet to an angle point on said rim;
North 59°59'36" West, 120.62 feet to an angle point on said rim;
North 65°49'14" West, 12.31 feet to an angle point on said rim;
South 65°37'25" West, 30.80 feet to an angle point on said rim;
North 21°39'30" West, 47.20 feet to an angle point on said rim;
North 17°56'20" West, 9.03 feet to a point on the West line of said SW1/4NW1/4; thence along the West line of said SW1/4NW1/4 South 00°37'39" West, 388.92 feet to the true point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXCEPTING THEREFROM: Commencing at a bolt monumenting the East Quarter (E1/4) corner of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon; thence along the East line of Section 5 North 00°37'39" East, 388.92 feet to a point on the West canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "AES", the true point of beginning; thence along the West canyon rim North 17°56'20" West, 5.14 feet to an angle point on the West canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "AES"; thence continuing along said canyon rim North 80°47'55" West, 13.79 feet to a point on said canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "LS2527"; thence leaving said canyon rim South 89°51'33" East, 15.27 feet to a point on the East line of said Section 5; thence along said East line South 00°37'39" West, 7.06 feet to the true point of beginning.

OPERATING AGREEMENT OF
Wasabi Wasabi, L.L.C.
an Oregon Limited Liability Company

The undersigned members, desiring to form a limited liability company under the Oregon Limited Liability Company Act, hereby agree as follows:

ARTICLE 1
FORMATION

1.1 Name. The name of the limited liability company (the "L.L.C.") is Wasabi Wasabi, L.L.C.

1.2 Articles of Organization. Articles of organization were filed with the Oregon Secretary of State on May 26, 2000.

1.3 Duration. The L.L.C. shall exist for a period ending on May 26, 2030, unless earlier dissolved as provided in this operating agreement.

1.4 Principal Place of Business. The principal office of the L.L.C. shall initially be at 2618 S.W. 4th Street, Suite A, Redmond, Oregon 97756. The members may relocate the principal office or establish additional offices from time to time.

1.5 Registered Office and Registered Agent. The L.L.C.'s initial registered office shall be at 2618 S.W. 4th Street, Suite A, Redmond, Oregon 97756 and the name of its initial registered agent at such address shall be Hayden H Watson.

ARTICLE 2
MEMBERS, CONTRIBUTIONS, AND INTERESTS

2.1 Names and Addresses. The names and addresses of the members of the L.L.C., and their initial percentage ownership interests are:

Name and Address	Percentage
Hayden H. Watson 853 West Y Street Washougal, Washington 98671	50%
Monica L. Endsley 2618 S.W. 4th Street Suite A Redmond, Oregon 97756	50%

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

2.2 **Other Business of Members.** Any member may engage independently or with others in other business and investment ventures of every nature and description and shall have no obligation to account to the L.L.C. for such business or investments or for business or investment opportunities.

2.3 **Additional Members.** Additional members shall not be admitted except with the consent of all members.

2.4 **Additional Contributions.** Additional capital contributions shall be accepted from existing members only if the managers unanimously approve and set the maximum total amount of the additional capital contributions. If the managers do so, the members shall have the opportunity (but not the obligation) to make such additional capital contributions on a pro rata basis in accordance with their ownership interests. If any member elects to make less than the member's pro rata share of any additional capital contributions, the others may contribute the difference on a pro rata basis in accordance with their ownership interests or on any other basis they may agree upon.

2.5 **No Interest on Capital Contributions.** No interest shall be paid on capital contributions.

2.6 **Capital Accounts.** An individual capital account shall be maintained for each member. Each member's capital account shall be (i) credited with all capital contributions by such member and the member's distributive share of all income and gain (including any income exempt from federal income tax); and (ii) charged with the amount of all distributions to such member and the member's distributive share of losses and deductions. Capital accounts shall be maintained in accordance with federal income tax accounting principles as set forth in Treas. Reg. § 1.704-1(b)(2)(iv) or any successor provision.

ARTICLE 3
MEMBER MEETINGS

3.1 **Meetings.** A meeting of members shall be held (a) if it is called by the managers; or (b) if members holding at least 50 percent of the ownership interests sign, date, and deliver to the L.L.C.'s principal office a written demand for the meeting, describing the purpose or purposes for which it is to be held. Meetings of members shall be held at the principal office of the L.L.C. or any other place specified in the notice of meeting.

3.2 **Notice of Meeting.** Notice of the date, time, and place of each members' meeting shall be given to each member not earlier than 60 days nor less than 10 days before the meeting date. The notice must include a description of the purpose or purposes for which the meeting is called.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

3.3 Record Date. The persons entitled to notice of and to vote at a members' meeting, and their respective ownership interests, shall be determined as of the record date for the meeting. The record date shall be a date, not earlier than 70 days nor less than 10 days before the meeting, selected by the managers. If the managers do not specify a record date, the record date shall be the date on which notice of the meeting was first mailed or otherwise delivered.

3.4 Quorum. The presence, in person or by proxy, of members holding at least 100 percent of the ownership interests shall constitute a quorum.

3.5 Proxies. A member may be represented at a meeting in person or by written proxy.

3.6 Voting. On each matter requiring action by the members, each member shall be entitled to vote the member's ownership interest.

ARTICLE 4
MANAGEMENT

4.1 Management of L.L.C.. The management and control of the L.L.C. and its business and affairs is exclusively in the members. The members, or any of them, have all the powers that may be possessed by a member in a limited liability company without managers pursuant to the Act.

4.1.1 Notwithstanding Section 4.1, the members agree among themselves that, except as otherwise provided in Section 4.2, in connection with Major Decisions (defined in Section 4.2), the right to manage the day-to-day operations of the Company rests exclusively in Hayden H. Watson (the "Operating Manager"). Consistent with and subject to the foregoing, the Operating Manager has all the rights and powers that may be possessed by a manager in an L.L.C. with managers pursuant to the Act, and such rights and powers as are otherwise conferred by law or are necessary, advisable, or convenient to the discharge of the Operating Manager's duties under this Agreement and to the management of the business and affairs of the L.L.C.. Without limiting the generality of the foregoing, subject to the restrictions set forth in Section 4.2, the Operating Manager has the following rights and powers (which he or she may exercise at the cost, expense, and risk of the L.L.C.):

(1) To expend the funds of the L.L.C. in furtherance of the L.L.C.'s business;

(2) To perform all necessary acts necessary to fulfill the purposes of the L.L.C., including engaging persons the Operating Manager deems advisable to fulfill those purposes;

(3) To execute, deliver, and perform on behalf of and in the name of the L.L.C., without any other signature, agreements and documents deemed necessary or desirable by

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

the Operating Manager to carry out the business of the L.L.C., including any lease, deed, easement, bill of sale, mortgage, trust deed, security agreement, contract of sale, or other document conveying, leasing, or granting a security interest in the interest of the L.L.C. in any of its assets, or any part thereof, whether held in the L.L.C.'s name, the name of the Operating Manager, or otherwise; and

(4) To borrow or raise money on behalf of the L.L.C. in the L.L.C.'s name or in the name of the Operating Manager for the benefit of the L.L.C. and, from time to time, to draw, make, accept, endorse, execute, and issue promissory notes, drafts, checks, and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure their payment by mortgage, security agreement, pledge, conveyance, or assignment in trust of the whole or any part of the assets of the L.L.C., including contract rights.

4.2 Restriction on Authority of Operating Manager. Notwithstanding any other provision of this Agreement, without the prior written approval or consent of a Majority of the Members, the Operating Manager does not have any authority to do any of the following (the "Major Decisions"):

(1) Amend the L.L.C.'s Articles of Organization or this Agreement;

(2) Finance or refinance any assets of the L.L.C., or demolish, renovate, or lease the existing improvements on the L.L.C.'s existing real property in Deschutes County, Oregon (the "Property");

(3) Acquire any land or other real property or interest in land or other real property other than any easement, right-of-way, or other similar interest reasonably required, in the opinion of the Operating Manager, for the ownership or operation of the L.L.C.'s Property;

(4) Sell, transfer, or exchange all or substantially all of the property owned by the L.L.C.;

(5) Execute any lease or other arrangement involving the rental, use, or occupancy of the Property or any part of it if such lease or other arrangement is for a net rentable area of more than 10,000 square feet or is for a term (including renewal options) in excess of 5 years;

(6) Construct any improvements or make any capital improvements, repairs, alterations, or changes in or to the Property involving in any instance an expenditure in excess of $100,000, except for matters expressly delegated to the Operating Manager by the members.

4.3 Member's Exercise of Authority. Notwithstanding any other provision of this Agreement, should any member not an Operating Manager exercise any right or power vested in the member as a manager of the L.L.C. (other than voting or consenting to Major Decisions as provided in Section 4.2), on the approval of members owning a majority of the Ownership Interests held by

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

members other than the breaching member, the L.L.C. or such remaining members have the option, but not the obligation, to purchase and acquire the interest of that member in the L.L.C. for an amount equal to sixty percent (60%) of the amount that member otherwise would receive if the L.L.C.'s assets were then sold and the proceeds distributed in liquidation to all members in accordance with this Agreement. Payment for that member's interest in the L.L.C. will be unsecured and will not be less than twenty percent (20%) of the purchase price at closing, and twenty percent (20%) of the purchase price on each anniversary of the closing until paid.

4.4 Decisions by Members. Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a majority of the members.

4.5 Reimbursements. The Operating Manager is entitled to reimbursement from the L.L.C. for actual out-of-pocket expenses of the L.L.C. reasonably incurred in connection with the L.L.C.'s business.

4.6 Salary. No salary will be paid to a member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a majority of the members.

4.7 Insurance. At all times, the Operating Manager must obtain and keep in full force and effect a comprehensive public liability policy and a property damage policy in amounts, with companies, and on terms acceptable to a majority of the members. Each policy of insurance covering any L.L.C. property or any portion of any L.L.C. property must provide that the policy may not be canceled without at lease ten (10) days' written notice to the members.

ARTICLE 5
ACTIONS WITHOUT NOTICE, WITHOUT MEETING, OR BY TELEPHONE

5.1 Meeting of all Members or Managers. Notwithstanding any other provision of this operating agreement, if all of the members or managers shall hold a meeting at any time and place, such meeting shall be valid without call or notice, and any lawful action taken at such meeting shall be the action of the members or managers, respectively.

5.2 Action Without Meeting. Any action required or permitted to be taken by the members or the managers at a meeting may be taken without a meeting if a consent in writing, describing the action taken, is signed by members holding more than 51 percent of the ownership interests or by all of the managers, as the case may be, and is included in the minutes or filed with the L.L.C.'s records of meetings.

5.3 Meetings by Telephone. Meetings of the members or managers may be held by conference telephone or by any other means of communication by which all participants can hear

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

each other simultaneously during the meeting, and such participation shall constitute presence in person at the meeting.

ARTICLE 6
ACCOUNTING AND RECORDS

6.1 Books of Account. The L.L.C.'s books and records, a register showing the names, addresses, and ownership interests of the members, and this operating agreement shall be maintained by the managers. Each member shall have access thereto at all reasonable times. The managers shall keep books and records of the operation of the L.L.C. which are appropriate and adequate for the L.L.C.'s business and for the carrying out of this agreement.

6.2 Fiscal Year. The fiscal year of the L.L.C. shall be the calendar year.

6.3 Accounting Reports. Within 90 days after the close of each fiscal year, the managers shall cause each member to receive an unaudited report of the activities of the L.L.C. for the preceding fiscal year, including a copy of a balance sheet of the L.L.C. as of the end of such year and a statement of income or loss for such year.

6.4 Tax Returns. The managers shall cause all required federal and state income tax returns for the L.L.C. to be prepared and timely filed with the appropriate authorities. Within 90 days after the end of each fiscal year, each member shall be furnished a statement suitable for use in the preparation of the member's income tax return, showing the amounts of any distributions, contributions, gains, losses, profits, or credits allocated to the member during such fiscal year.

ARTICLE 7
ALLOCATIONS AND DISTRIBUTIONS

7.1 Determination. The net profit or net loss of the L.L.C. for each fiscal year shall be determined as of the end of such fiscal year by the L.L.C.'s certified public accountants in accordance with those principles of the cash receipts and disbursements method of accounting which are employed in the preparation of the Federal income tax informational return filed by the L.L.C. for that fiscal year, but without any special provisions for tax-exempt or partially tax-exempt income of the L.L.C..

7.2 Allocation. All items of income, gain, loss, deduction, and credit shall be allocated among all members in proportion to their Ownership Interests.

7.3 Deductions of Payments. It is intended by the members that expense reimbursements and amounts paid for services specified in Section 4.10 will be treated as payments made for services by a person who is not a member pursuant to Code 707(a). If for any reason any such payment is not so treated, notwithstanding any provision of this Agreement to the contrary, an amount of

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Company gross income equal to such payment shall be allocated to the payee of such amount prior to the allocations otherwise specified in Section 7.2.

7.4 Transfer of L.L.C. Interest. In the event a member transfers all or part of such member's interest in the L.L.C., the net profit or net loss of the L.L.C. allocable to the interest so transferred or adjusted shall be prorated between the transferor and the transferee for the fiscal year in which such transfer or adjustment occurs in accordance with the number of days during such fiscal year that each owned such interest.

7.5 Tax Elections. If a member transferring all or part of a member's interest shall have realized a gain as a result of a transfer and if the transferee of such interest becomes a member, the L.L.C. may, but shall not be required to, elect to adjust the basis of the L.L.C. property pursuant to Code 754. Thereafter, until such election is revoked as permitted by Treasury Regulations 1.754-1(c), all items of income, gain, loss, deduction or credit arising out of adjustments to basis because of such transfer shall be allocated to such transferee.

All other elections required or permitted to be made by the L.L.C. under the Code, including any election which may be permitted by regulation in a form similar to that described in Treasury Regulations 1.704-1(b)(2)(iv)(c), shall be made in such manner as, in the opinion of the members with the advice of the auditors or accountants and legal counsel for the L.L.C., will be most advantageous to the members.

7.6 Distributions. The members shall, not less often than annually, review the financial operations and cash position of the L.L.C. and may distribute any cash (including the proceeds of any refinancing or indebtedness of the L.L.C.) that is in excess of the amount that members having Ownership Interests equal to or in excess of fifty-one percent (51%) of the Ownership Interests determine is reasonably needed by the L.L.C.. Any distribution pursuant to this Section 7.6 shall be allocated among the members in the ratio of their Ownership Interests on the date of such distribution.

ARTICLE 8
WITHDRAWAL, TRANSFER AND DISSOLUTION

8.1 Withdrawal/Transfer. Each member agrees not to withdraw from the L.L.C. without the consent of all other members. A voluntary withdrawal in violation of this section shall be effective after three (3) months' written notice delivered to the other members, but shall constitute a breach of this operating agreement for which the L.L.C. and other members shall have the remedies provided under applicable law. Each member agrees not to transfer all or any portion of such member's interest in the L.L.C. without the consent of all other members. An attempted transfer in violation of this Section shall be void and shall not transfer any rights in the L.L.C. to the transferee.

8.2 Events of Dissolution. Except as otherwise provided in this operating agreement, the L.L.C. shall dissolve upon the earlier of: (a) the time, if any, for dissolution specified in the articles

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

of organization: (b) the death, incompetence, withdrawal, expulsion, bankruptcy, or dissolution of any member; or (c) approval of dissolution by a vote of the members.

8.3 Effect of Death of a Member. In the event of the death of a member, the remaining member(s) may within one hundred twenty (120) days elect to:

(a) Continue the L.L.C. and admit the deceased member's spouse, estate or other beneficiary as a member in place of the deceased member; or

(b) Continue the L.L.C. among the surviving member(s) and purchase the interest of the deceased member pursuant to the provisions of Sections 8.6 and 8.7.

The election shall be at the sole discretion of the surviving member(s) and shall require their unanimous consent. If the surviving member(s) do not so elect, the L.L.C. shall be dissolved.

8.4 Effect of Withdrawal or Other Event. Upon the incompetence, withdrawal, expulsion, bankruptcy, or dissolution of a member, the remaining member(s) may within one hundred twenty (120) days, without waiving any remedies in the case of voluntary withdrawal, elect to continue the L.L.C. among themselves and to purchase the interest of the affected member pursuant to the provisions of Sections 8.6 and 8.7. The election shall be at the sole discretion of the remaining member(s) and shall require their unanimous consent. If the remaining member(s) do not so elect, the L.L.C. shall be dissolved.

8.5 Liquidation Upon Dissolution and Winding Up. Upon the dissolution of the L.L.C., the members shall wind up the affairs of the L.L.C.. A full account of the assets and liabilities of the L.L.C. shall be taken. The assets shall be promptly liquidated and the proceeds thereof applied as required by the Oregon Limited Liability Company Act. With approval by vote of the members, the L.L.C. may, in the process of winding up the L.L.C., elect to distribute certain property in kind.

8.6 Valuation of Member's Interest. Upon an election by the L.L.C. or the remaining member(s) to purchase the interest of a member pursuant to Section 8.3 or 8.4, the value of the affected member's interest shall be determined by multiplying the member's percentage ownership interest by the net fair market value of all L.L.C. assets. The net fair market value of the L.L.C. assets shall be determined by agreement between the remaining member(s) and the affected member or the affected member's personal representative within thirty (30) days after notice of the election to purchase such interest is given to the affected member or the affected member's personal representative. In the event agreement as to such value cannot be obtained within such time period, the remaining member(s) and the affected member or the affected member's personal representative shall have thirty (30) days within which agree upon a neutral third-party appraiser to determine the net fair market value of the L.L.C. assets, which determination shall be final and binding on the parties. If the remaining member(s) and the affected member or the affected member's personal representative do not agree upon an appraiser to value the L.L.C. assets within such time period, then the remaining member(s) shall propose a list of three (3) acceptable appraisers, and the affected

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

member or the affected member's personal representative shall select on appraiser from such list within ten (10) days after presentation of such list. If the affected member or the affected member's personal representative fails to select one appraiser from such list to conduct the appraisal, then the remaining member(s) may appoint any appraiser from such list and the determination of net fair market value by such appraiser shall be final and binding on the parties. The cost of the appraisal shall be paid one-half by the L.L.C. and one-half by the affected member or the affected member's estate.

8.7 Payment for Member's Interest. The purchase price for a member's interest purchased pursuant to Section 8.3 or 8.4 shall be paid with ten percent (10%) in cash as a down payment and the balance in sixty (60) substantially equal, consecutive monthly payments, including principal and interest. Interest shall accrue at the prime rate in effect on the date of the event giving rise to the election to purchase as quoted by the Wall Street Journal or, if that publication becomes unavailable, another reputable source chosen by vote of the members. The first payment shall be made not later than ninety (90) days following such date. The L.L.C. may prepay the remaining amount of the purchase price at any time. The deferred portion of the purchase price shall be evidenced by a promissory note reflecting the terms set forth above and containing an attorney fee provision.

8.8 Effect of Purchase of Member's Interest. A member shall cease to be a member upon the L.L.C.'s election to purchase the member's interest pursuant to Section 8.3 or 8.4. During the period in which the L.L.C. is making payments to the former member, the former member shall have no rights as a member in the L.L.C..

8.9 Insurance. The members may agree that the L.L.C. purchase life insurance on the lives of the members, or that each member purchase life insurance on the life of the other, to fully or partially fund the purchase of a member's interest pursuant to Section 8.3. If such policy or policies of life insurance are in effect and the L.L.C. or remaining member(s) elect to purchase the interest of a deceased member, then the entire death benefit of such policy up to the purchase price for the interest of the deceased member shall be paid in cash and the balance of the purchase price shall be deferred pursuant to Section 8.7.

ARTICLE 9
INDEMNIFICATION

9.1 Indemnification. The L.L.C. shall indemnify each of its managers to the fullest extent permissible under Oregon law, as the same exists or may hereafter be amended, against all liability, loss and costs (including, without limitation, attorney fees) incurred or suffered by such person by reason of or arising from the fact that such person is or was a manager of the L.L.C., or is or was serving at the request of the L.L.C. as a manager, director, officer, partner, trustee, employee, or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. The L.L.C. may, by action of the members or managers, provide indemnification to employees and agents of the L.L.C. who are not managers. The indemnification provided in this section shall not be exclusive of any other rights to which any

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

person may be entitled under any statute, bylaw, agreement, resolution of members or managers, contract, or otherwise.

9.2 Limitation of Liability. Managers of the L.L.C. shall not be liable to the L.L.C. or its members for monetary damages for conduct as managers except to the extent that the Oregon Limited Liability Company Act, as it now exists or may hereafter be amended, prohibits elimination or limitation of manager liability. No repeal or amendment of this section or of the Oregon Limited Liability Company Act shall adversely affect any right or protection of a manager for actions or omissions prior to the repeal or amendment.

ARTICLE 10
AMENDMENTS

10.1 By Members. The members may amend or repeal the provisions of this operating agreement by unanimous agreement set forth in writing or by action taken at a meeting of members called for that purpose. This operating agreement may not be amended or repealed by oral agreement of the members.

10.2 By Managers. The managers may not amend or repeal the provisions of this operating agreement.

ARTICLE 11
MISCELLANEOUS

11.1 Additional Documents. Each member shall execute such additional documents and take such actions as are reasonably requested by the managers in order to complete or confirm the transactions contemplated by this operating agreement.

11.2 Arbitration. Any dispute among the members or among the members and the L.L.C. concerning this operating agreement shall be settled by arbitration before a single arbitrator, using the rules of commercial arbitration of the American Arbitration Association. Arbitration shall occur in Bend, Oregon. The parties shall be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure, subject to limitation by the arbitrator to secure just and efficient resolution of the dispute. If the amount in controversy exceeds $10,000, the arbitrator's decision shall include a statement specifying in reasonable detail the basis for and computation of the amount of the award, if any. A party substantially prevailing in the arbitration shall also be entitled to recover such amount for its costs and attorney fees incurred in connection with the arbitration as shall be determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction. Nothing herein, however, shall prevent a member from resort to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

11.3 Counterparts. This operating agreement may be executed in two or more counterparts, which together shall constitute one agreement.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

11.4 Governing Law. This operating agreement shall be governed by Oregon law.

11.5 Headings. Headings in this operating agreement are for convenience only and shall not affect its meaning.

11.6 Severability. The invalidity or unenforceability of any provision of this operating agreement shall not affect the validity or enforceability of the remaining provisions.

11.7 Third-Party Beneficiaries. The provisions of this operating agreement are intended solely for the benefit of the members and shall create no rights or obligations enforceable by any third party, including creditors of the L.L.C., except as otherwise provided by applicable law.

ADOPTED as of May 26, 2000, by the undersigned, constituting all of the members.

Hayden H. Watson

Monica L. Endsley

Monica L. Endsley

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

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

Attn: LESLIE CLARK

May 10, 2007
Title Number : 099887
Title Officer : DEBBY DAVIDSON
Fee : $150.00

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

See Attached Exhibit "A"

and dated as of May 7, 2007 at 7:30 a.m.

We find that the last deed of record runs to:

WASABI WASABI, LLC, an Oregon Limited Liability Company

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $2,345,000.00
   Dated: August 11, 2006
   Recorded: August 17, 2006
   Volume-Page: 2006-56258, Deschutes County Records
   Grantor: Wasabi Wasabi, L.L.C., an Oregon Limited Liability Co.
   Trustee: Western Title & Escrow
   Beneficiary: Columbia River Bank
   (Said Deed of Trust is a Line of Credit Deed of Trust)

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 05 00 00302
Account No. [redacted]

NOTE: The 2006-2007 Taxes: $3,885.37, Paid in full.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

City Liens, if any, of the city of Redmond. (No inquiry has been made, and if search Is requested, a charge of $15.00 will be added.)

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

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

AmeriTitle

By: _____
Debby Davidson, Title Examiner
DD:kg

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXHIBIT "A"
LEGAL DESCRIPTION

Description of a parcel of land situated in a portion of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

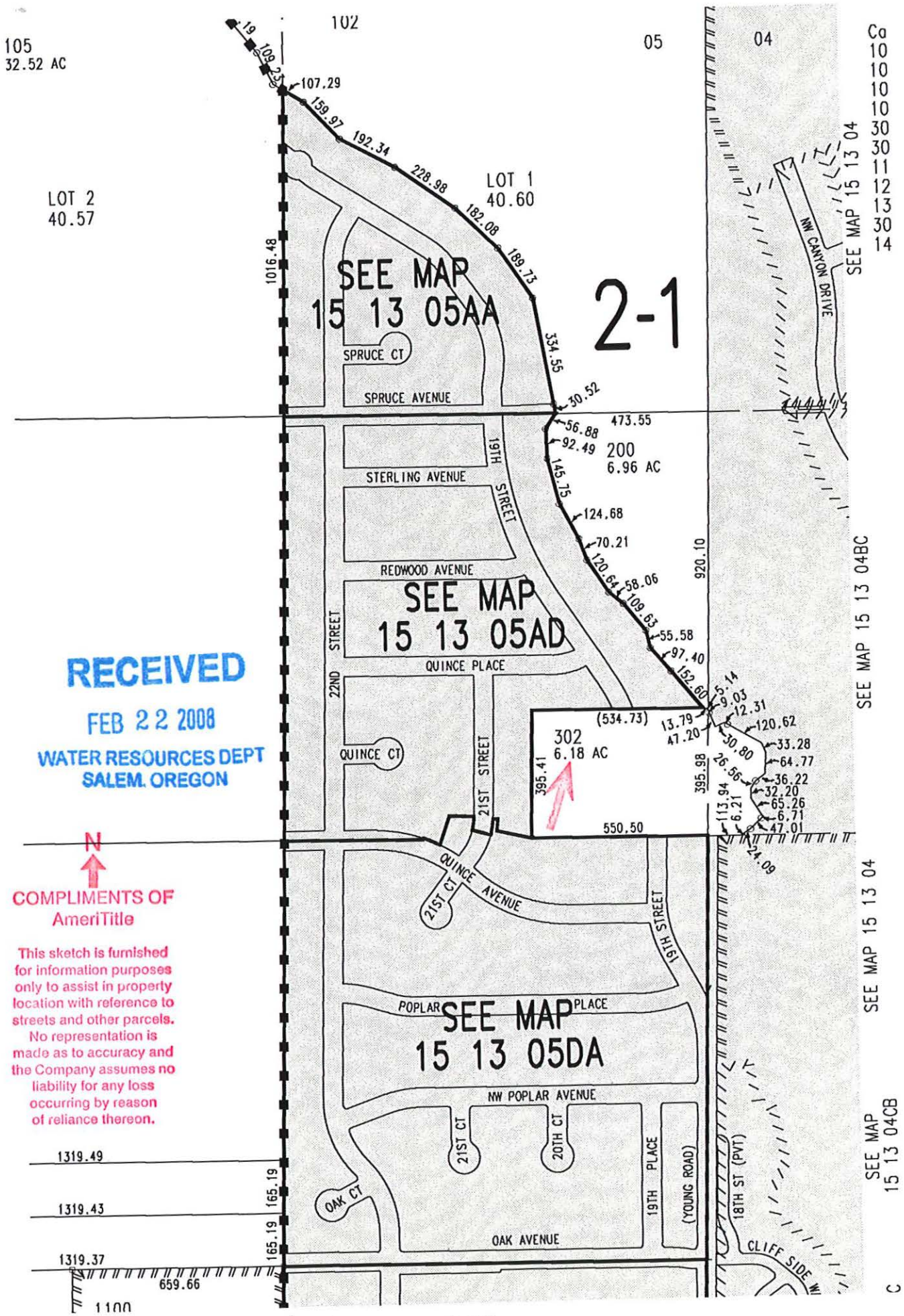
Commencing at a bolt monumenting the East Quarter (E1/4) corner of Section 5, Township 15 South, Range 13, E.W.M., the initial point as well as the true point of beginning; thence North 00°36'02" East along the East line of the NE1/4 of said Section 5, 396.00 feet to the North line of a parcel of land described in Deschutes County Deeds, Book 48, Page 273; thence North 89°53'57" West along said North line 550.02 feet; thence South 00°36'02" West, 396.00 feet to the South line of the SE1/4 of said NE1/4; thence South 89°53'57" East along said South line 550.02 feet to the point of beginning.

TOGETHER WITH: Commencing at a bolt monumenting the West Quarter (W1/4) corner of Section Four (4), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, the initial point, as well as the true point of beginning; thence along the South line of the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) South 89°54'24" East, 113.94 feet to a point on the West canyon rim marked by a 5/8" diameter rebar with yellow plastic cap marked "AES"; thence leaving said South line along said West canyon rim the following 15 courses marked by 5/8" diameter rebar with yellow plastic cap marked "AES";

North 22°23'14" West, 6.21 feet to an angle point on said rim;
North 58°49'05" East, 24.09 feet to an angle point on said rim;
North 45°33'27" East, 47.01 feet to an angle point on said rim;
North 31°47'27" East, 6.71 feet to an angle point on said rim;
North 32°05'19" West, 65.26 feet to an angle point on said rim;
North 01°01'17" East, 32.20 feet to an angle point on said rim;
North 33°24'17" East, 26.56 feet to an angle point on said rim;
North 53°01'29" East, 36.22 feet to an angle point on said rim;
North 02°15'01" East, 64.77 feet to an angle point on said rim;
North 23°10'46" West, 33.28 feet to an angle point on said rim;
North 59°59'36" West, 120.62 feet to an angle point on said rim;
North 65°49'14" West, 12.31 feet to an angle point on said rim;
South 65°37'25" West, 30.80 feet to an angle point on said rim;
North 21°39'30" West, 47.20 feet to an angle point on said rim;
North 17°56'20" West, 9.03 feet to a point on the West line of said SW1/4NW1/4; thence along the West line of said SW1/4NW1/4 South 00°37'39" West, 388.92 feet to the true point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXCEPTING THEREFROM: Commencing at a bolt monumenting the East Quarter (E1/4) corner of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon; thence along the East line of Section 5 North 00°37'39" East, 388.92 feet to a point on the West canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "AES", the true point of beginning; thence along the West canyon rim North 17°56'20" West, 5.14 feet to an angle point on the West canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "AES"; thence continuing along said canyon rim North 80°47'55" West, 13.79 feet to a point on said canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "LS2527"; thence leaving said canyon rim South 89°51'33" East, 15.27 feet to a point on the East line of said Section 5; thence along said East line South 00°37'39" West, 7.06 feet to the true point of beginning.



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

N

COMPLIMENTS OF
AmeriTitle

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

T 10544 MP 113

30-40-41

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-56257
$41.00
00487729200600562570030036
08/17/2006 08:14:22 AM
D-D Cnt=1 Stn=3 PAM
$15.00 $11.00 $10.00 $5.00

After recording return to:
CHRIS DAHLEN
PO BOX 1508
REDMOND, OR 97756

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

SAME AS ABOVE

3
4

WARRANTY DEED -- STATUTORY FORM

CHARLES G. VOLZ AND JANIS R. VOLZ,

Grantor, conveys and warrants to

WASABI WASABI, LLC., an Oregon Limited Liability Company

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

SEE "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF

Tax Account No(s): [redacted]
Map/Tax Lot No(s): 15-13-05-00-00302

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

The true consideration for this conveyance is $ 2,000,000.00.

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

Dated this 15th day of August, 2006.

CHARLES G. VOLZ

JANIS R. VOLZ

RECORDED BY
WESTERN TITLE & ESCROW CO.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

STATE OF OREGON, COUNTY OF DESCHUTES) SS.

This instrument was acknowledged before me on August 15, 2006 by CHARLES G. VOLZ AND JANIS R. VOLZ.

(Notary Public for Oregon)
My commission expires 2/17/10

TITLE NO. 12-0078206
ESCROW NO. 12-0078206

OFFICIAL SEAL
E SMITH
NOTARY PUBLIC-OREGON
COMMISSION NO. 401262
MY COMMISSION EXPIRES FEBRUARY 17, 2010

T 10544 MP 113

EXHIBIT "A"

Located in the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section 5 and Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 4, Township 15 South, Range 13 East of the Willamette Meridian, City of Redmond, Deschutes County, Oregon.

Commencing at a bolt monumenting the East Quarter (E1/4) corner of Section 5, Township 15 South, Range 13 East of the Willamette Meridian, the initial point, as well as the true point of beginning; thence North 00°37'39" East along the East line of the Northeast Quarter (NE1/4) of said Section 5, 395.98 feet to the North line of land described in Deschutes County deeds, Volume 48, Page 273; thence North 89°51'33" West along said North line, 550.00 feet; thence South 00°41'58" West, 395.41 feet to the South line of said Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4); thence South 89°47'58" East along said South line 550.50 feet to the point of beginning.

TOGETHER WITH: Commencing at a bolt monumenting the West Quarter (W1/4) corner of Section 4, Township 15 South, Range 13 East of the Willamette Meridian, the initial point, as well as the true point of beginning; thence along the South line of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) South 89°54'24" East, 113.94 feet to a point on the West canyon rim marked by a 5/8" diameter rebar with yellow plastic cap marked "AES"; thence leaving said South line along said West canyon rim the following 15 courses marked by 5/8" diameter rebar with yellow plastic cap marked "AES":
North 22°23'14" West, 6.21 feet to an angle point on said rim;
North 58°49'05" East, 24.09 feet to an angle point on said rim;
North 45°33'27" East, 47.01 feet to an angle point on said rim;
North 31°47'27" East, 6.71 feet to an angle point on said rim;
North 32°05'19" West, 65.26 feet to an angle point on said rim;
North 01°01'17" East, 32.20 feet to an angle point on said rim;
North 33°24'17" East, 26.56 feet to an angle point on said rim;
North 53°01'29" East, 36.22 feet to an angle point on said rim;
North 02°15'01" East, 64.77 feet to an angle point on said rim;
North 23°10'46" West, 33.28 feet to an angle point on said rim;
North 59°59'36" West, 120.62 feet to an angle point on said rim;
North 65°49'14" West, 12.31 feet to an angle point on said rim;
South 65°37'25" West, 30.80 feet to an angle point on said rim;
North 21°39'30" West, 47.20 feet to an angle point on said rim;
North 17°56'20" West, 9.03 feet to a point on the West line of said Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4); thence along the West line of said Southwest Quarter (SW1/4) South 00°37'39" West, 388.92 feet to the true point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXCEPTING THEREFROM: Commencing at a bolt monumenting the East Quarter (E1/4) corner of Section 5, Township 15 South, Range 13 East of the Willamette Meridian; thence along the East line of Section 5 North 00°37'39" East, 388.92 feet to a point on the West canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "AES", the true point of beginning; thence along the West canyon rim North 17°56'20" West, 5.14 to an angle point on the West canyon rim marked by a 5/8" diameter rebar with yellow plastic cap marked "AES"; thence continuing along said canyon rim North 80°47'55" West, 13.79 feet to a point on said canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "LS2527"; thence leaving said canyon rim South 89°51'33" East, 15.27 feet to a point on the East line of said Section 5; thence along said East line South 00°37'39" West, 7.06 feet to the true point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

71

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2006-56258

$71.00

08/17/2006 08:14:22 AM

M-DT Cnt=1 Stn=3 PAM
$45.00 $11.00 $10.00 $5.00

RECORDATION REQUESTED BY:
Columbia River Bank
Redmond Branch
P O Box 520
434 North Fifth Street
Redmond, OR 97756

WHEN RECORDED MAIL TO:
Columbia River Bank
Bend - Shevlin Center
925 SW Emkay Dr., Suite 100
Bend, OR 97702

9

SEND TAX NOTICES TO:
WASABI WASABI, L.L.C.
2618 SW 4TH ST. SUITE A
REDMOND, OR 97756

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

RECORDED BY
WESTERN TITLE & ESCROW CO.
12-00782006

0340

LINE OF CREDIT INSTRUMENT

LINE OF CREDIT DEED OF TRUST. (A) This Deed of Trust is a LINE OF CREDIT INSTRUMENT. (B) The maximum principal amount to be advanced pursuant to the Note is $2,345,000. (C) The term of the Note commences on the date of this Deed of Trust and ends on August 10, 2007. (D) The maximum principal amount to be advanced pursuant to the Note may be exceeded by advances necessary to complete construction of previously agreed upon improvements on the Real Property.

THIS DEED OF TRUST is dated August 11, 2006, among WASABI WASABI, L.L.C. an Oregon Limited Liability Co. ("Grantor"); Columbia River Bank, whose address is Redmond Branch, P O Box 520, 434 North Fifth Street, Redmond, OR 97756 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and WESTERN TITLE & ESCROW, whose address is 153 SW 5TH ST., REDMOND, OR 97756 (referred to below as "Trustee").

Conveyance and Grant. For valuable consideration, represented in the Note dated August 11, 2006, in the original principal amount of $2,345,000.00, from Grantor to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in DESCHUTES County, State of Oregon:**

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 2411 NW 19TH. STREET, REDMOND, OR 97756. The Real Property tax identification number is Tax Lot No.: 15-13-05-00-00302 Account No.: 129452 code 2-001.

Cross-Collateralization. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF GRANTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN GRANTOR AND LENDER OF EVEN DATE HEREWITH. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

Payment and Performance. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

Possession and Maintenance of the Property. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property; (b) use, operate or manage the Property; and (c) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (MEASURE 37 (2004)).

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Due on Sale - Consent By Lender. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

Taxes and Liens. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

Property Damage Insurance. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

Lender's Expenditures. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (1) be payable on demand; (2) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (a) the term of any applicable insurance policy; or (b) the remaining term of the Note; or (3) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

Warranty; Defense of Title. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right,

power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Condemnation. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

Imposition of Taxes, Fees and Charges By Governmental Authorities. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

Security Agreement; Financing Statements. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

Further Assurances; Attorney-in-Fact. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

Full Performance. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

Events of Default. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under

this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (a) cures the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Rights and Remedies on Default. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

Powers and Obligations of Trustee. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any

restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of DESCHUTES County, State of Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Notices. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Miscellaneous Provisions. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Deed of Trust or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; foreclosing by notice and sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Deed of Trust shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Oregon.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all Indebtedness secured by this Deed of Trust.

Commercial Deed of Trust. Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not change the use of the Property without Lender's prior written consent.

Definitions. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Columbia River Bank, and its successors and assigns.

Borrower. The word "Borrower" means WASABI WASABI, L.L.C. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Line of Credit Instrument among Grantor, Lender, and Trustee, and includes

without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means WASABI WASABI, L.L.C..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means Columbia River Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated August 11, 2006, **in the original principal amount of $2,345,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is August 10, 2007.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means WESTERN TITLE & ESCROW, whose address is 153 SW 5TH ST., REDMOND, OR 97756 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

WASABI WASABI, L.L.C.

By: _____
HAYDEN H. WATSON, Member of WASABI WASABI, L.L.C.

By: Monica L. Dahlen
MONICA L. DAHLEN, Member of WASABI WASABI, L.L.C.

LENDER:

COLUMBIA RIVER BANK

X _____
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Deschutes)

READ AND APPROVED

On this 14th day of August, 20 06, before me, the undersigned Notary Public, personally appeared **HAYDEN H. WATSON, Member; MONICA L. DAHLEN, Member of WASABI WASABI, L.L.C.**, and known to me to be members or designated agents of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By _____ Residing at Prineville Oregon

Notary Public in and for the State of Oregon My commission expires 2/17/10

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

OFFICIAL SEAL
E SMITH
NOTARY PUBLIC-OREGON
COMMISSION NO. 401262
MY COMMISSION EXPIRES FEBRUARY 17, 2010

T 10544 MP 113

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By _____ Residing at _____

Notary Public in and for the State of _____ My commission expires _____

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

_____.

Date: _____ Beneficiary: _____

By: _____

Its: _____

LASER PRO Lending, Ver. 5.31.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - OR H:\CFI\LPL\G01.FC TR-17113 PR-13

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

EXHIBIT "A"

Located in the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section 5 and Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 4, Township 15 South, Range 13 East of the Willamette Meridian, City of Redmond, Deschutes County, Oregon.

Commencing at a bolt monumenting the East Quarter (E1/4) corner of Section 5, Township 15 South, Range 13 East of the Willamette Meridian, the initial point, as well as the true point of beginning; thence North 00°37'39" East along the East line of the Northeast Quarter (NE1/4) of said Section 5, 395.98 feet to the North line of land described in Deschutes County deeds, Volume 48, Page 273; thence North 89°51'33" West along said North line, 550.00 feet; thence South 00°41'58" West, 395.41 feet to the South line of said Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4); thence South 89°47'58" East along said South line 550.50 feet to the point of beginning.

TOGETHER WITH: Commencing at a bolt monumenting the West Quarter (W1/4) corner of Section 4, Township 15 South, Range 13 East of the Willamette Meridian, the initial point, as well as the true point of beginning; thence along the South line of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) South 89°54'24" East, 113.94 feet to a point on the West canyon rim marked by a 5/8" diameter rebar with yellow plastic cap marked "AES"; thence leaving said South line along said West canyon rim the following 15 courses marked by 5/8" diameter rebar with yellow plastic cap marked "AES":
North 22°23'14" West, 6.21 feet to an angle point on said rim;
North 58°49'05" East, 24.09 feet to an angle point on said rim;
North 45°33'27" East, 47.01 feet to an angle point on said rim;
North 31°47'27" East, 6.71 feet to an angle point on said rim;
North 32°05'19" West, 65.26 feet to an angle point on said rim;
North 01°01'17" East, 32.20 feet to an angle point on said rim;
North 33°24'17" East, 26.56 feet to an angle point on said rim;
North 53°01'29" East, 36.22 feet to an angle point on said rim;
North 02°15'01" East, 64.77 feet to an angle point on said rim;
North 23°10'46" West, 33.28 feet to an angle point on said rim;
North 59°59'36" West, 120.62 feet to an angle point on said rim;
North 65°49'14" West, 12.31 feet to an angle point on said rim;
South 65°37'25" West, 30.80 feet to an angle point on said rim;
North 21°39'30" West, 47.20 feet to an angle point on said rim;
North 17°56'20" West, 9.03 feet to a point on the West line of said Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4); thence along the West line of said Southwest Quarter (SW1/4) South 00°37'39" West, 388.92 feet to the true point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXCEPTING THEREFROM: Commencing at a bolt monumenting the East Quarter (E1/4) corner of Section 5, Township 15 South, Range 13 East of the Willamette Meridian; thence along the East line of Section 5 North 00°37'39" East, 388.92 feet to a point on the West canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "AES", the true point of beginning; thence along the West canyon rim North 17°56'20" West, 5.14 to an angle point on the West canyon rim marked by a 5/8" diameter rebar with yellow plastic cap marked "AES"; thence continuing along said canyon rim North 80°47'55" West, 13.79 feet to a point on said canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "LS2527"; thence leaving said canyon rim South 89°51'33" East, 15.27 feet to a point on the East line of said Section 5; thence along said East line South 00°37'39" West, 7.06 feet to the true point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

Leslie Clark
Notary Public for Oregon

Central Oregon Irrigation District



15-13-05 SE NE 302
2005 AERIAL

- District Boundary
- Road Labels Crook
- Road Labels Deschutes
- Township Range
- Sections
- Section Labels
- Quarters
- Quarter Labels
- Quarter Quarters
- Quarter Quarter Labels
- Taxlots
- Gauging Station
- Private Line
- Canal All
- Unknown
- Open
- Canal Piped
- Irrigated Rights
- Waterbodies NHD
- Rivers POLYGONS
- Major Rivers

T 10544 MP 113

Scale 1" = 200'
Created: 5/17/2007

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

CENTRAL OREGON IRRIGATION DISTRICT

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2007-48193
$36.00
00571008200700481930020029
09/04/2007 09:52:10 AM
D-D Cnt=1 Stn=26 SRB
$10.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

2

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

Grantor, Suzanna F. Clarke, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands described as: Lot One (1) in Block Two (2) of BROWNS'S FIRST ADDITION, City of Redmond, Deschutes County, Oregon ("Subject Lands") and commonly known as: 15-13-20 SE SE 300, release their claim and responsibility for 0.63 acres of COID water rights that are appurtenant to the Subject Lands, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 0.63 acres of water rights incurred.

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

Consideration for this Quitclaim: $630.00

Grantor:

_____ Date 8/28/07
Suzanna F. Clarke

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on August 28, 2007 by Suzanna F. Clarke.

OFFICIAL SEAL
BARBARA R FEHL
NOTARY PUBLIC- OREGON
COMMISSION NO. 417555
MY COMMISSION EXPIRES MAY 20, 2011

Barbara R. Fehl
Notary Public

Grantee:

_____ Date 28 August, 2007
Steven C. Johnson, Secretary-Manager Central Oregon Irrigation District

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on August 28, 2007 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

Leslie Clark
Notary Public

© Central Oregon Irrigation District 2007

T 10544 MP 113

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

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

Attn: LESLIE CLARK

May 8, 2007
Title Number : 099838
Title Officer : DEBBY DAVIDSON
Fee : $150.00

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

Lot One (1) in Block Two (2) of BROWN'S FIRST ADDITION, City of Redmond, Deschutes County, Oregon.

and dated as of May 2, 2007 at 7:30 a.m.

We find that the last deed of record runs to:

SUZANNA F. CLARKE

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $324,000.00
   Dated: August 18, 2006
   Recorded: August 29, 2006
   Volume-Page: 2006-59240, Deschutes County Records
   Grantor: Suzanna F. Clarke
   Trustee: Western Title & Escrow Company
   Beneficiary: Mortgage Electronic Registration Systems, Inc.
   MIN: 1000703-0000402199-1

2. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $81,000.00
   Dated: August 18, 2006
   Recorded: August 29, 2006
   Volume-Page: 2006-59241, Deschutes County Records
   Grantor: Suzanna F. Clarke
   Trustee: Western Title & Escrow Company
   Beneficiary: Mortgage Electronic Registration Systems, Inc.
   MIN: 1000703-0000409213-3

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 20DD 00300
Account No. [redacted]

NOTE: The 2006-2007 Taxes: $2,366.53, Paid in full.

City Liens, if any, of the city of Redmond. (No inquiry has been made, and if search Is requested, a charge of $15.00 will be added.)

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

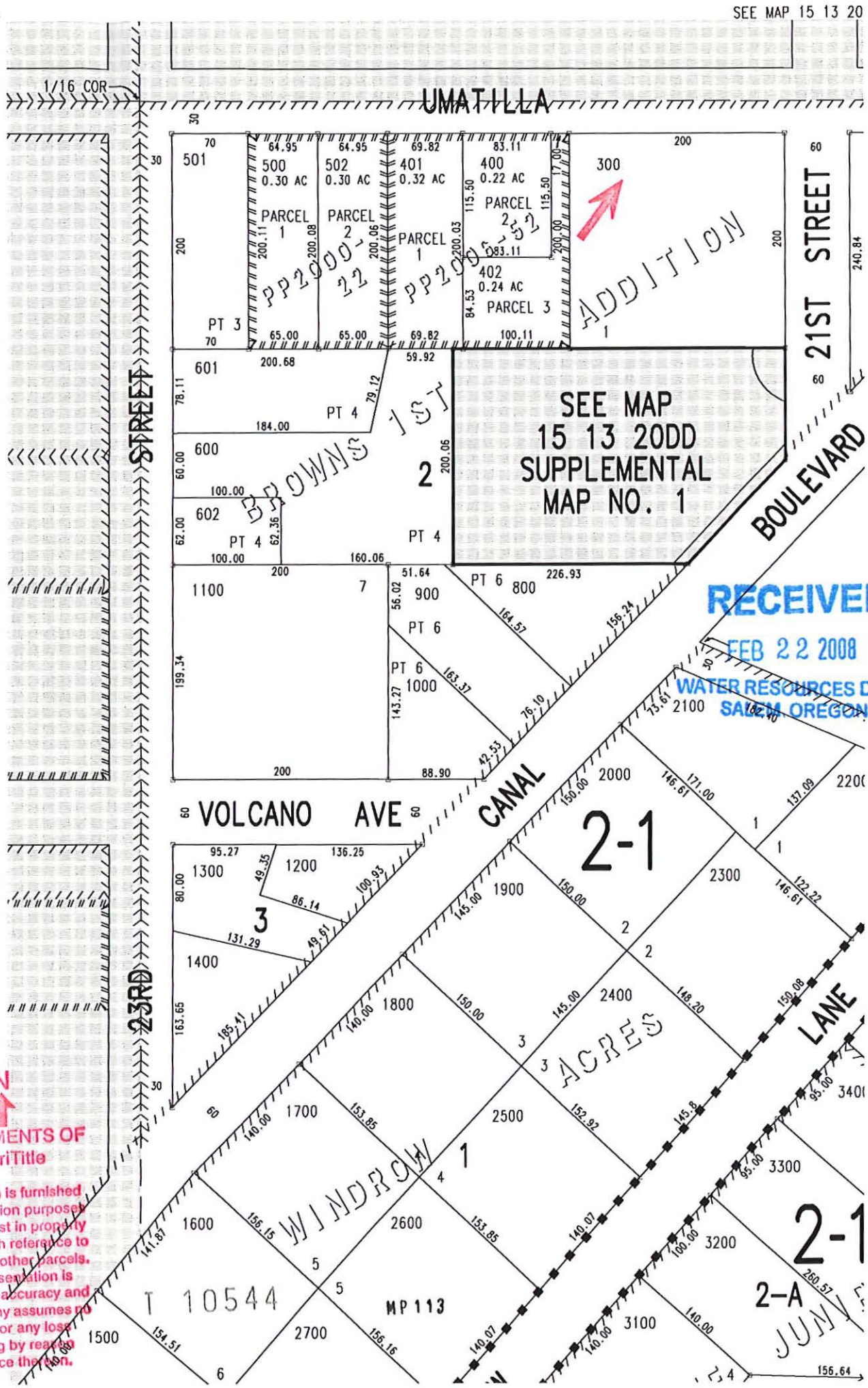
THIS IS NOT A TITLE REPORT, A COMMITMENT TO ISSUE TITLE INSURANCE OR A GUARANTEE OF ANY KIND. No liability is assumed with this report. Our search was limited to our tract indices and no examination of the public record was made. The fee charged for this service does not include supplemental reports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

AmeriTitle

By: _____
Debby Davidson, Title Examiner
DD:kw

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

COMPLIMENTS OF
AmeriTitle

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

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-59239

$36.00

00490969200600592390020027

08/29/2006 01:49:18 PM

D-D Cnt=1 Stn=26 SHIRLEY
$10.00 $11.00 $10.00 $5.00

After recording return to:
SUZANNA F. CLARKE
61535 S HWY 97, #9-117
BEND, OR 97702

Until a change is requested all tax statements
shall be sent to the following address:
SUZANNA F. CLARKE
61535 S HWY 97, #9-117
BEND, OR 97702

WARRANTY DEED -- STATUTORY FORM

DAVID E. KLEIN and ANNE L. KLEIN, Grantor,

conveys and warrants to

SUZANNA F. CLARKE, Grantee,

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

Lot 1, Block 2, BROWN'S FIRST ADDITION TO REDMOND, Deschutes County, Oregon.

Tax Account No(s): [redacted]
Map/Tax Lot No(s): 15-13-20-DD-00300

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

The true consideration for this conveyance is $405,000.00.

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

Dated this 24 day of August, 2006.

David E. Klein
DAVID E. KLEIN

Anne L. Klein
ANNE L. KLEIN

RECORDED BY
WESTERN TITLE & ESCROW CO.
12-0103600

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

STATE OF OREGON, COUNTY OF DESCHUTES) SS.

This instrument was acknowledged before me on August 24, 2006 by DAVID E. KLEIN.

(Notary Public) for Oregon)
My commission expires 12/9/2009

OFFICIAL SEAL
JUDY SWIFT
NOTARY PUBLIC-OREGON
COMMISSION NO. 398303
MY COMMISSION EXPIRES DECEMBER 9, 2009

T 10544 MP 113

STATE OF OREGON, COUNTY OF DESCHUTES) ss.

This instrument was acknowledged before me on August 25, 2006 by ANNE L. KLEIN.

(Notary Public for Oregon)
My commission expires 12/9/2009

OFFICIAL SEAL
JUDY SWIFT
NOTARY PUBLIC-OREGON
COMMISSION NO. 398303
MY COMMISSION EXPIRES DECEMBER 9, 2009

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

TITLE NO. 12-0103606
ESCROW NO. 12-0103606

106-126

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-59240

$126.00

00490970200600592400160166

08/29/2006 01:49:18 PM

M-DT Cnt=1 Stn=26 SHIRLEY
$80.00 $11.00 $10.00 $5.00 $20.00

Until a change is requested all tax statements shall be sent to the following address:
2140 SW UMATILLA AVENUE,
REDMOND, OR 97756

16

When Recorded Mail To:
MIP INSURING DEPARTMENT
SIERRA PACIFIC MORTGAGE COMPANY, INC.
50 IRON POINT CIRCLE, STE 200
FOLSOM, CA 95630
916-932-1700

[Space Above This Line For Recording Data]

Loan No: 0000402199
Parcel ID No: 15-13-20-DD-00300

DEED OF TRUST

MIN: 1000703-0000402199-1

RECORDED BY
WESTERN TITLE & ESCROW CO.
12-0103606

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated AUGUST 18, 2006, together with all Riders to this document.
(B) "Borrower" is SUZANNA F. CLARKE

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Borrower is the trustor under this Security Instrument.
(C) "Lender" is SIERRA PACIFIC MORTGAGE COMPANY, INC.

Lender is a CORPORATION organized and existing under the laws of CALIFORNIA.
Lender's address is 50 IRON POINT CIRCLE, STE 200, FOLSOM, CA 95630

(D) "Trustee" is WESTERN TITLE & ESCROW COMPANY

T 10544 MP 113

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P. O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS.
(F) "Note" means the promissory note signed by Borrower and dated AUGUST 18, 2006 .
The Note states that Borrower owes Lender
THREE HUNDRED TWENTY-FOUR THOUSAND and NO/100----- Dollars
(U.S. $ 324,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than SEPTEMBER 1, 2036 .
(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

[ ] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[ ] Planned Unit Development Rider	[ ] Other(s) [specify]
[ ] 1-4 Family Rider	[ ] Biweekly Payment Rider	
[ ] V. A. Rider		INTEREST ONLY RIDER

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(M) "Escrow Items" means those items that are described in Section 3.
(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON
T 10544 MP 113

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of *DESCHUTES* :

LOT 1, BLOCK 2, BROWN'S FIRST ADDITION TO REDMOND, DESCHUTES COUNTY, OREGON.

which currently has the address of *2140 SW UMATILLA AVENUE* [Street], *REDMOND* [City], Oregon *97756* [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

T 10544
MP 113

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T. 10544

MP 113

disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has ª if any ª with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys'fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Attorneys' Fees. As used in this Security Instrument and in the Note, attorneys' fees shall include those awarded by an appellate court.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

26. Protective Advances. This Security Instrument secures any advances Lender, at its discretion, may make under Section 9 of this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.

27. Required Evidence of Property Insurance.

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by Applicable Law.

THIS SPACE INTENTIONALLY LEFT BLANK

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

SUZANNA F. CLARKE (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

Loan No: 0000402199

STATE OF OREGON, Deschutes County ss:

On this 22 day of August, 2006, personally appeared Suzanna F. Clarke

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

My Commission Expires: 12/9/2009
(Official Seal)

Before me:

_____
Notary Public for Oregon

OFFICIAL SEAL
JUDY SWIFT
NOTARY PUBLIC-OREGON
COMMISSION NO. 398303
MY COMMISSION EXPIRES DECEMBER 9, 2009

This Instrument Was Prepared By:

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

INTEREST-ONLY RIDER

THIS INTEREST-ONLY RIDER is made this 18th day of AUGUST , 2006 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Interest-Only Note (the "Note") to

SIERRA PACIFIC MORTGAGE COMPANY, INC., , A CALIFORNIA CORPORATION (the "Lender")

of the same date and covering the property described in the Security Instrument and located at:

2140 SW UMATILLA AVENUE
REDMOND, OR 97756
[Property Address]

THE NOTE PROVIDES FOR AN INITIAL PERIOD OF MONTHLY PAYMENTS OF INTEREST ONLY AT AN INITIAL INTEREST RATE AND FOR SUBSEQUENT MONTHLY PAYMENTS OF BOTH PRINCIPAL AND INTEREST.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT

The Note provides for an interest rate of 7.000 %. The Note provides for monthly payments as follows:

4. PAYMENTS

(A) Time and Place of Payments

During the Interest-Only Period: I will make my monthly payments on the first day of each month beginning on OCTOBER 1, 2006 . I will make these payments every month until the beginning of the Amortization Period.

During the Amortization Period: I will make my monthly payments on the first day of each month beginning on OCTOBER 1, 2016 . I will make these payments every month until I have paid all of the principal and interest and other charges described that I may owe under this Note. If on the Maturity Date, I still owe amounts under this Note, I will pay those amounts in full on that date.

I will make my monthly payments at 50 IRON POINT CIRCLE, STE 200
FOLSOM, CA 95630
or at a different place if required by the Note Holder. My monthly payments will be applied to interest before Principal.

(B) Amount of My Monthly Payments During the Interest Only Period

Each of my initial monthly payments during the Interest Only Period will be in the amount of U.S. $ 1,890.00 .

Loan No: 0000402199

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

(C) Amount of My Monthly Payments During the Amortization Period

The Note Holder will determine the amount of my principal and interest payment during the Amortization Period by computing the amount of the monthly payment that would be necessary to repay in full on the Maturity Date the amount that I am expected to owe at the beginning of the Amortization Period in substantially equal monthly payments.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in the Interest Only Rider.

SUZANNA F. CLARKE (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

Loan No: 0000402199

[Sign Original Only]

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

71-

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-59241

$71.00

00490972200600592410090096
08/29/2006 01:49:18 PM

M-DT Cnt=1 Stn=26 SHIRLEY
$45.00 $11.00 $10.00 $5.00

Until a change is requested all tax statements shall be sent to the following address.
2140 SW UMATILLA AVENUE,
REDMOND, OR 97756

When Recorded Mail To:
MIP INSURING DEPARTMENT
SIERRA PACIFIC MORTGAGE COMPANY, INC.
50 IRON POINT CIRCLE, STE 200
FOLSOM, CA 95630 -
916-932-1700

[Space Above This Line for Recording Data]

Loan No: 0000409213
TAX ACCOUNT NUMBER: [redacted]

DEED OF TRUST

MIN: 1000703-0000409213-3

THIS DEED OF TRUST ("Security Instrument") is made on AUGUST 18, 2006, among the Grantor, SUZANNA F. CLARKE

(herein "Borrower"), WESTERN TITLE & ESCROW COMPANY, (herein "Trustee"), and the Beneficiary, Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
SIERRA PACIFIC MORTGAGE COMPANY, INC.
("Lender") is organized and existing under the laws of the state of CALIFORNIA, and has an address of 50 IRON POINT CIRCLE, STE 200, FOLSOM, CA 95630

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DESCHUTES, State of Oregon:
LOT 1, BLOCK 2, BROWN'S FIRST ADDITION TO REDMOND, DESCHUTES COUNTY, OREGON.

RECORDED BY
WESTERN TITLE & ESCROW CO.
12-0103600

which has the address of: 2140 SW UMATILLA AVENUE [Street],
REDMOND [City], Oregon 97756 [ZIP Code] (herein "Property Address");

T 10544

HP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Security Instrument; and all of the foregoing, together with said property (or the leasehold estate if this Security Instrument is on a leasehold) are hereinafter referred to as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or (custom, MERS as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated the same date as this Security Instrument, and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. $ 81,000.00 , with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on SEPTEMBER 1, 2021 ; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Security Instrument; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Security Instrument, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Security Instrument that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP113

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Security Instrument.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability: Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Security Instrument, but does not execute the Note, (a) is co-signing this Security Instrument only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Security Instrument, (b) is not personally liable on the Note or under this Security Instrument, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Security Instrument or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Security Instrument as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Security Instrument shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Security Instrument. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Security Instrument at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full or all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 HP 113

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Security Instrument, including the covenants to pay when due any sums secured by this Security Instrument, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall record such notice in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other person prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Security Instrument; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Security Instrument due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Security Instrument or (ii) entry of a judgment enforcing this Security Instrument if: (a) Borrower pays Lender all sums which would be then due under this Security Instrument and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Security Instrument, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

20. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing indebtedness secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

21. Substitute Trustee. In accordance with applicable law, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law.

22. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.

23. Attorney's Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which shall be awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable box(es)]

[ ] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[ ] 1-4 Family Rider	[ ] Planned Unit Development Rider	[xx] Other [Specify]

BALLOON RIDER

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS THEREOF, Borrower has executed this Security Instrument.

SUZANNA F. CLARKE (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

[Sign Original Only]

Loan No: 0000409213

STATE OF OREGON, Deschutes County ss:

On this 22 day of August, 2006, personally appeared the above named Suzanna F. Clarke

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

My Commission Expires: 12/9/2009
(Official Seal)

OFFICIAL SEAL
JUDY SWIFT
NOTARY PUBLIC-OREGON
COMMISSION NO. 398303
MY COMMISSION EXPIRES DECEMBER 9, 2009

Before me:

Notary Public for Oregon

This Instrument Was Prepared By:
DIEHM, MEGHAN
SIERRA PACIFIC MORTGAGE COMPANY, INC.
8905 SW NIMBUS AVE., STE 150
BEAVERTON, OR 97008
503-291-6900

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Balloon Rider

THIS BALLOON RIDER is made this 18th day of AUGUST, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note (the "Note") to SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2140 SW UMATILLA AVENUE
REDMOND, OR 97756
[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. the Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

Loan No: 0000409213

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

SUZANNA F. CLARKE	-Borrower	8-22-08 Date
	-Borrower	Date
	-Borrower	Date
	-Borrower	Date
	-Borrower	Date
	-Borrower	Date

Loan No: 0000409213

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Central Oregon Irrigation District



15-13-20 SE SE 300

2005 AERIAL

- Gauging Station
- District Boundary
- County Boundary
- Road Labels Crook
- Road Labels Deschutes
- Township Range
- Sections
- Section Labels
- Quarters
- Quarter Labels
- Quarter Quarters
- Quarter Quarter Labels
- Taxlots
- Private Line
- Canal All
- Unknown
- Open
- Canal Piped
- Acre Text
- Acre Text Detail
- Instream
- Pending OFF
- Pending ON
- Pending ON POND
- Petitioned ON
- Petitioned ON POND
- Pond
- QC
- QC Instream
- Exited
- Instream Rights

T 10544 MP 113

Laura Snedaker

From: Laura Snedaker
Sent: Wednesday, March 05, 2008 10:53 AM
To: 'Zach Tillman'; 'Gen Hubert'
Cc: Sarah Henderson
Subject: Latest DRC/COID transfer and DRC customer account balance

Hi there:

I wanted to touch base with you guys on a couple of things.

First up, I wanted to give you an update on the DRC's customer account thinking ahead about leasing season.

Right now there is $177.23 in the DRC's customer account as of this morning. If the DRC would like to file leases electronically (via e-mail) this year, the customer account will need a boost.

Second up, the latest instream transfer submitted with the DRC and COID identified as the applicants. Sarah and I were double checking a couple things yesterday and noticed that the application fee is $200 short. Since there isn't quite enough to cover this in the customer account, please send a check to cover the $200 remaining balance on the application.

The transfer has been assigned file number T-10544 and the mitigation project number is MP-113. Please reference the transfer number with the check.

Thanks much!
Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

T-10544

Laura Snedaker

From: Zach Tillman [zach@deschutesriver.org]

Sent: Friday, February 22, 2008 4:24 PM

To: wcplanning@co.wasco.or.us; maupincity@centurytel.net; planningcommission@co.deschutes.or.us; sandy.mathewson@co.jefferson.or.us; dwalker@ci.bend.or.us; lmacy@wstribes.org

Cc: Laura Snedaker; Sarah Henderson

Subject: Proposed Instream Water Right

We are notifying you of our intent to transfer a water right to instream use. We will be submitting an application to the Oregon Water Resources Department changing the place of use to the Deschutes River, from the city of Bend to Lake Billy Chinook and from Lake Billy Chinook to the mouth of the Deschutes River.

We propose to transfer approximately 2.02 cfs instream, with a priority date of October 31st, 1900. If you have questions regarding this application or are interested in receiving additional information, please call me at the number below. The Oregon Water Resources Department will provide you with additional notice of this transfer once it has been submitted for review. Thanks very much.

Zach

Zachary Tillman, DRC
541-382-4077, x.21
zach@deschutesriver.org

Laura Snedaker

From: Laura Snedaker
Sent: Friday, March 07, 2008 12:37 PM
To: Robert Wood
Subject: WM Evaluation - Instream Transfer T-10544

Hi Bob!

Here's another one I wasn't sure if was sent on over to you for a WM Evaluation. We're still working out the system when we have a transfer extending into two WM Districts. This is another instream transfer filed by Central Oregon Irrigation District and the Deschutes River Conservancy. They've requested a reach that extends down to the mouth of the Deschutes River.

Here's a link to the application materials:
http://www1.wrd.state.or.us/files/Publications/Deschutes%20Mitigation/mitigation_projects/MP-113-Credit_Project_(T-10544)/

There should be one file containing the main part of the application and another folder containing the individual land ownership information. Let me know if you need anything else.

Thanks, Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

Laura Snedaker

From: Laura Snedaker

Sent: Friday, March 07, 2008 12:30 PM

To: Jon LaMarche

Subject: Request for return flow information on Mitigation Credit Project MP-113 (Instream transfer T-10544)

Jonathan:

I just sent Jeremy a few questions about this transfer. One of them has to do with return flows. I wanted to run this question past you as well. I think you've been incorporating this information into your general zone of impact review.

This is an instream transfer T-10544 submitted by DRC and COID. Here's a link to the transfer application materials:

http://www1.wrd.state.or.us/files/Publications/Deschutes%20Mitigation/mitigation_projects/MP-113-Credit_Project_(T-10544)/

There are two items in this file, one being the application and the other being a folder containing the individual ownership information.

The application materials identify that the applicant is requesting a reach from CO North Canal (POD #11) to Lake Billy Chinook and from Lake Billy Chinook to the mouth of the Deschutes. Based upon the proposed transfer, where are return flows likely to return to the surface water system?

Let me know if you need anything else. The open comment period on this ends April 1, 2008.

Thanks, Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

Laura Snedaker

From: Zach Tillman [zach@deschutesriver.org]

Sent: Friday, February 22, 2008 4:24 PM

To: wcplanning@co.wasco.or.us; maupincity@centurytel.net; planningcommission@co.deschutes.or.us; sandy.mathewson@co.jefferson.or.us; dwalker@ci.bend.or.us; lmacy@wstribes.org

Cc: Laura Snedaker; Sarah Henderson

Subject: Proposed Instream Water Right

We are notifying you of our intent to transfer a water right to instream use. We will be submitting an application to the Oregon Water Resources Department changing the place of use to the Deschutes River, from the city of Bend to Lake Billy Chinook and from Lake Billy Chinook to the mouth of the Deschutes River.

We propose to transfer approximately 2.02 cfs instream, with a priority date of October 31st, 1900. If you have questions regarding this application or are interested in receiving additional information, please call me at the number below. The Oregon Water Resources Department will provide you with additional notice of this transfer once it has been submitted for review. Thanks very much.

Zach

Zachary Tillman, DRC
541-382-4077, x.21
zach@deschutesriver.org

Laura Snedaker

From: Laura Snedaker
Sent: Wednesday, March 05, 2008 12:44 PM
To: 'Zach Tillman'
Subject: FW: Latest DRC/COID transfer and DRC customer account balance

Zach:

Thanks for getting back to us so quickly. I've put a note on the file that the additional fees should be here early next week. It doesn't appear that this will any sort of problem.

Have a good one!
Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

T-10544
Per Zach (DRC)
add'l $200
should arrive
week of March 10th
Laura S.

From: Laura Snedaker
Sent: Wednesday, March 05, 2008 10:53 AM
To: 'Zach Tillman'; 'Gen Hubert'
Cc: Sarah Henderson
Subject: Latest DRC/COID transfer and DRC customer account b

Hi there:

I wanted to touch base with you guys on a couple of things.

First up, I wanted to give you an update on the DRC's customer account thinking ahead about leasing season.

Right now there is $177.23 in the DRC's customer account as of this morning. If the DRC would like to file leases electronically (via e-mail) this year, the customer account will need a boost.

Second up, the latest instream transfer submitted with the DRC and COID identified as the applicants. Sarah and I were double checking a couple things yesterday and noticed that the application fee is $200 short. Since there isn't quite enough to cover this in the customer account, please send a check to cover the $200 remaining balance on the application.

The transfer has been assigned file number T-10544 and the mitigation project number is MP-113. Please reference the transfer number with the check.

Thanks much!
Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

INTEROFFICE MEMO

DATE: February 22, 2008

TO: Sarah Henderson

FROM: Laura Snedaker

SUBJECT: Acceptance of IS Transfer Application/Mitigation Project MP-113

The attached IS transfer application is ok to accept. Please do the following as applicable:

☐ Please debit $_____ from _____ account.

☒ Please accept application and fees. -check received separately

☐ Refund Due: _____

☒ Please put IS transfer application in a transfer file folder.

☐ Please make copy of the IS transfer for the Watermaster.

☒ Please make copy of IS transfer (including attachments – unless otherwise specified) and put in dark blue Mitigation Project file folder.

☒ Please scan IS transfer application and save to appropriate transfer file folder as T-*****-application-MP113 and separate ownership information into separate file T-*****-ownership-docs-MP113

☒ Please put copy of this page in IS transfer file folder.

☒ Watermaster Review needed from: District 11

☐ In addition to those local governments identified in the application, also provide notice of the application to: _____

Notes: Mailing addresses for affected local government's identified in the application, Will point this out to the applicant but we have mailing addresses. Also need copies of "notice of intent to file" this instream transfer sent to the identified affected local governments. Have sent e-mail to applicant (DRC) requesting this information.

MP11E

MP113

Laura Snedaker

From: Laura Snedaker
Sent: Friday, February 22, 2008 3:55 PM
To: 'Zach Tillman'
Subject: latest COID (not SID) instream transfer
Importance: High

Zach:

Just got the latest application for an instream transfer/mitigation project for COID's right. Came across one item that needs to be addressed.

1. Need copies of "notice of intent to file instream transfer" sent to affected local governments (for a reach from the POD to the mouth of Deschutes River this would include Deschutes County, City of Bend, Jefferson County, City of Maupin, Wasco County, and the Confederated Tribes of Warm Springs).

I'm forwarding the application to Sarah to accept and we'll go from there. We're also matching the check up with the application.

Thanks, Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

INTEROFFICE MEMO

DATE: February 22, 2008

TO: Sarah Henderson

FROM: Laura Snedaker

SUBJECT: Acceptance of IS Transfer Application/Mitigation Project MP-113

The attached IS transfer application is ok to accept. Please do the following as applicable:

☐ Please debit $_____ from _____ account.

☒ Please accept application and fees. -check received separately

☐ Refund Due: _____

☒ Please put IS transfer application in a transfer file folder.

☐ Please make copy of the IS transfer for the Watermaster.

☒ Please make copy of IS transfer (including attachments – unless otherwise specified) and put in dark blue Mitigation Project file folder.

☒ Please scan IS transfer application and save to appropriate transfer file folder as T-*****-application-MP113 and separate ownership information into separate file T-*****-ownership-docs-MP113

☒ Please put copy of this page in IS transfer file folder.

☒ Watermaster Review needed from: District 11

☐ In addition to those local governments identified in the application, also provide notice of the application to: _____

Notes: Mailing addresses for affected local government's identified in the application, Will point this out to the applicant but we have mailing addresses. Also need copies of "notice of intent to file" this instream transfer sent to the identified affected local governments. Have sent e-mail to applicant (DRC) requesting this information.

Laura Snedaker

From: Laura Snedaker
Sent: Friday, February 22, 2008 3:55 PM
To: 'Zach Tillman'
Subject: latest COID (not SID) instream transfer
Importance: High

Zach:

Just got the latest application for an instream transfer/mitigation project for COID's right. Came across one item that needs to be addressed.

1. Need copies of "notice of intent to file instream transfer" sent to affected local governments (for a reach from the POD to the mouth of Deschutes River this would include Deschutes County, City of Bend, Jefferson County, City of Maupin, Wasco County, and the Confederated Tribes of Warm Springs).

I'm forwarding the application to Sarah to accept and we'll go from there. We're also matching the check up with the application.

Thanks, Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

Notice of Application for Water Right Transfer, Temporary Transfer, or Permit Amendment 03/11/2008

The Department seeks comment on the recently-filed application listed below. Any person may comment on the application. Comments must be received by the Department within 30 days of the date of this notice. The Director may presume that the transfer would be allowed by, and compatible with comprehensive plans unless an affected local government informs the Director otherwise within 30 days of this notice.

County:	DESCHUTES
Transfer:	10544
Water Right:	CERT 83571
Priority Date:	1900,1907
Name:	DESCHUTES RIVER CONSERVANCY &
	CENTRAL OREGON IRRIGATION DISTRICT
Address:	700 NW HILL ST, BEND, OR 97701
Change:	USE/POU/POD
Source:	DESCHUTES RIVER
Authorized POD:	T17S R12E 29
Proposed POD:	REACH #1 - NORTH CANAL DAM (POD#11) TO LAKE
	BILLY CHINOOK (RM 120)
	REACH #2 - LAKE BILLY CHINOOK (RM 120)
	TO THE MOUTH (RM 0)
Authorized POU:	T15S R13E 4,5,8,9,10,17,18,20,21,30
	T14S R13E 16,34
Proposed POU:	REACH #1 - NORTH CANAL DAM (POD#11) TO LAKE
	BILLY CHINOOK (RM 120)
	REACH #2 - LAKE BILLY CHINOOK (RM 120)
	TO THE MOUTH (RM 0)
Authorized USE:	IRRIGATION
Proposed USE:	INSTREAM

The holder of a water right may apply to permanently change an existing water use subject to transfer. A transfer application may involve any of the following changes: Point of diversion or appropriation (POD; POA); Additional point of diversion or appropriation (APOD; APOA); Historic POD (HIST); Place of use (POU); Character of use (USE); Instream (ISWR); Substitution (SUB); or Exchange (EXCH).
The holder of a water right subject to transfer may request to temporarily change the place of use of the water for up to 5 years and, if necessary to convey the water, to temporarily change the point of diversion or appropriation.
The holder of a water right permit may apply to change a point of diversion (POD) or appropriation (POA) or to change the place of use (POU).
Any person who provides comments within the comment period will receive a copy of the Department's preliminary determination of whether the application should be approved or rejected after the Department has completed a review of the application and will be provided an opportunity to protest the application and preliminary determination at that time. Comments should be sent to the Transfers Section at the Department's Salem office.

NP 113
T 10544

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
North Mall Office Building
725 Summer Street NE, Suite A
Salem, OR 97301-1266
503-986-0900
FAX 503-986-0904

March 4, 2008

DESCHUTES RIVER CONSERVANCY &
CENTRAL OREGON IRRIGATION DISTRICT
700 NW HILL STREET
BEND OR 97701

Reference: Instream Transfer 10544

On February 19, 2008 we received your water right transfer application. The application was accompanied by $625.00. Our receipt 91487 is enclosed.

By copy of this letter, we are asking the Watermaster for his report regarding the potential for injury to existing water rights which may be caused by the change.

Your application will be examined to determine if additional information is needed. You will be contacted following this examination.

We will notify you if additional information or corrections to the application or map are required.

If you have any questions, please call the Transfer Section, (503)986-0900.

cc: Watermaster #11
ODFW

enclosure

WP:113

T 10544

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

Notice of Application for Water Right Transfer, Temporary Transfer, or Permit Amendment 03/11/2008

The Department seeks comment on the recently-filed application listed below. Any person may comment on the application. Comments must be received by the Department within 30 days of the date of this notice. The Director may presume that the transfer would be allowed by, and compatible with comprehensive plans unless an affected local government informs the Director otherwise within 30 days of this notice.

County:	DESCHUTES
Transfer:	10544
Water Right:	CERT 83571
Priority Date:	1900,1907
Name:	DESCHUTES RIVER CONSERVANCY & CENTRAL OREGON IRRIGATION DISTRICT
Address:	700 NW HILL ST, BEND, OR 97701
Change:	USE/POU/POD
Source:	DESCHUTES RIVER
Authorized POD:	T17S R12E 29
Proposed POD:	REACH #1 - NORTH CANAL DAM (POD#11) TO LAKE BILLY CHINOOK (RM 120) REACH #2 - LAKE BILLY CHINOOK (RM 120) TO THE MOUTH (RM 0)
Authorized POU:	T15S R13E 4,5,8,9,10,17,18,20,21,30 T14S R13E 16,34
Proposed POU:	REACH #1 - NORTH CANAL DAM (POD#11) TO LAKE BILLY CHINOOK (RM 120) REACH #2 - LAKE BILLY CHINOOK (RM 120) TO THE MOUTH (RM 0)
Authorized USE:	IRRIGATION
Proposed USE:	INSTREAM

The holder of a water right may apply to permanently change an existing water use subject to transfer. A transfer application may involve any of the following changes: Point of diversion or appropriation (POD; POA); Additional point of diversion or appropriation (APOD; APOA); Historic POD (HIST); Place of use (POU); Character of use (USE); Instream (ISWR); Substitution (SUB); or Exchange (EXCH).
The holder of a water right subject to transfer may request to temporarily change the place of use of the water for up to 5 years and, if necessary to convey the water, to temporarily change the point of diversion or appropriation.
The holder of a water right permit may apply to change a point of diversion (POD) or appropriation (POA) or to change the place of use (POU).
Any person who provides comments within the comment period will receive a copy of the Department's preliminary determination of whether the application should be approved or rejected after the Department has completed a review of the application and will be provided an opportunity to protest the application and preliminary determination at that time. Comments should be sent to the Transfers Section at the Department's Salem office.

MP 113

T 10544

18477 S. Valley Vista Rd.
Mulino, Oregon 97042
(503) 632-5016 Phone
(503) 632-5983 Fax

Pacific Hydro-Geology Inc.

Memo

To: Laura Wilke

From: Greg Kupillas GBK

CC:

Date: 12/14/07

Re: DRC/COID Transfer 10544

Here are my notes, scribbles, etc. from the final round. I am also submitting a final invoice to Salem. Please let me know if you need anything else.

RECEIVED
DEC 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Pacific Hydro-Geology Inc. **Memorandum**

To: F.L. Page 1 of 1

From: GFM Date 10/30/08

Project: DRC/COID

Subject: Teleconference w/ LW re. Applicant Response to DPD Liv. letter

1. a. Chain of documents (~~[illegible]~~, ROLI, QC, Deed, QC) seems to document ownership from ~~1st QC to~~ ROLI to 1st QC
LW will check file for T-10224 – LW says OK

* b. Get copy of QC#2005-53924 and check dates relative to ROLI

c. LW will send web page – ~~check to~~ GFM + check to verify } These checked out OK

d. ditto

* 2. LW thinks need to request ROLI in RFI letter
- 1 b. request QC
- 2 ROLI for Whipple

3. a + b Can accept this documentation.

4. OK

5. OK

6. OK

* 7. Include in letter

8. c. Need request for info further clarifying. Balance of 8.12 Acres (10.45 – 2.33). Please ID other transactions affecting that QQ section? ~~[illegible]~~ LW will check map for T-10259. App maps for T-10259 clarify the issue. Revised map provided by DRC is OK.

RECEIVED
DEC 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Action

memo.vsd 6-99

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

August 6, 2008

Deschutes River Conservancy
Attn: Zachary Tillman
700 NW Hill Street
Bend, OR 97701

RECEIVED
DEC 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Central Oregon Irrigation District
Attn: Steve Johnson
1055 SW Lake Court
Redmond, OR 97756

SUBJECT: Instream Transfer Application T-10544 and Mitigation Credit Project MP-113

Enclosed find a draft of our Preliminary Determination regarding instream transfer application T-10544 and mitigation credit project MP-113. The document reflects the Department's conclusion that, based on the information currently available, the transfer will be approved. This draft is intended to provide you with an opportunity to comment on our findings and conclusions should you wish to do so. Please review the draft carefully to evaluate whether the document is consistent with your intent in seeking the transfer, and whether you agree with the proposed action.

In addition, the following information or application materials are needed to complete the review of the transfer application:

- For the portion of the water right proposed for transfer that has been been conveyed from the original landowners, the effective date for the report of title and lien information (ROLI) must be within 3 months of the recorded date of the quitclaim deed. The information provided with the transfer application for several of the properties does not meet this requirement. Specifically, this applies to the water rights quitclaimed by Arrowood Development, LLC (T15S, R13E, Section 17, NW NW, Tax Lots 1302, 1304, 1306, 1307, and 1308, and T15S, R13E, Section 30, NW SE, Tax Lot 600); Michael and Brenda Chilcott (T15S, R13E, Section 20, NW SE, Tax Lot 4900); and Suzanna Clarke T15S, R13E, Section 20, SE SE, Tax Lot 300). **Please provide new ROLI reports for these properties which provide ownership and lien information at the time the water right was originally quit claimed.**

- The ownership records provided in the transfer application for Duane and Kristeen M. Whipple did not include a ROLI. **Please provide a ROLI report for this property which provides ownership and lien information at the time the water right was originally quit claimed.**

- The title and lien reports for several of the properties involved in the transfer identified trust deeds attached to the lands. Some of the trust deeds reviewed included specific language that conveys interest in any water rights appurtenant to the properties to the trustee. This applies to the water rights quitclaimed by Gene Hoskin, et al. (T14S, R13E, Section 34, NE SE, Tax Lot 2008) (AmeriTitle, trustee) and WASABI WASABI, LLC (T15S, R13E, Section 5, SE NE, Tax Lot 302) (Western Title and Escrow, trustee). A review of records available on line from Deschutes County indicates that these trust deeds have not yet been fully satisfied at the time the water right was conveyed from the landowners. Therefore, authorization for the transfer will be needed from the trustees in order to demonstrate that the property owners had the authority to convey the water rights to COID when the quit claim deeds were executed. **Please provide letters from the trustees that give their authorization for the water right transfer.**

- Exhibit A of the transfer application, along with the quitclaim deed and ownership records for Prescott and Brook Rice (T15S, R13E, Section 10, NW NW, Tax Lot 205), indicate that the water rights proposed for instream transfer from this location cover only Tax Lot 205. However, the application map for this property appears to also cover Tax Lot 201. **Please provide clarification and, if necessary, a revised application map showing the correct location of the "From" lands.**

- The legal description that accompanies the quitclaim deed for Michael and Brenda Chilcott (T15S, R13E, Section 20, NW SE, Tax Lot 4900) is not consistent with the legal descriptions provided with the title and lien report and other ownership documents. It appears that the correct legal description should include the following language: "Excepting the Westerly 140.00 feet thereof." **Please provide clarification and, if necessary, a revised quit claim deed with the correct legal description for the property.**

- The legal description that accompanies both the quitclaim deed and title and lien report for the DRT Living Trust, David and Rose Noah, Trustees (T14S, R13E, Section 16, SE SW, Tax Lot 1101) is not consistent with the legal descriptions provided with the other ownership documents provided with the application or with a survey map for the Hillman subdivision obtained from Deschutes County. It appears that the property is located in Block 55 of Hillman, not Block 2 as indicated on the quit claim deed and title and lien report. **Please provide clarification and, if necessary, a revised quit claim deed and title and lien report with the correct legal description for the property.**

- The legal description that accompanies both the quitclaim deed and ROLI report for WASABI WASABI, LLC (T15S, R13E, Section 5, SE NE, Tax Lot 302) is not consistent with the legal description provided with the warranty deed which conveyed the land from Charles and Janis Volz to WASABI WASABI, LLC. **Please provide clarification and, if necessary, a revised quit claim deed and ROLI report with the correct legal description for the property.**

RECEIVED
DEC 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

- In some cases, the total acres of water rights shown on the application maps (i.e., acres of remaining rights plus rights proposed for transfer) do not agree with the acres listed in Certificate 83571 for the same quarter quarter sections. We have reviewed actions (i.e., transfers, cancellations, etc.) that have affected Certificate 83571 since it was issued and have accounted for some of these discrepancies. However, discrepancies remain for the following quarter quarter sections: T15S, R13E, Section 8, SW SW (22.90 acres on map versus 26.47 acres listed in the certificate); T15S, R13E, Section 8, SE SW (23.80 acres on map versus 25.43 acres listed in the certificate and 0.7 acres cancelled under Special Order 73-894); T15S, R13E, Section 9, NW NW (15.22 acres on map versus 10.45 acres listed in the certificate and 2.33 acres transferred under T-10259); and T15S, R13E, Section 17, NW NW (14.7 acres on map versus 32.70 acres listed in the certificate). **Please provide clarification and, if necessary, revised application maps to resolve these discrepancies.**

OK
OK
Not shown
OK

should be 25.43 − 0.70 = 24.73 but revised map showed 25.28 No! Should include 0.55 Ac in chunk Rts. 25.98 − 0.70 = 25.28 OK

- The application does not specify which one of the co-applicants is to receive the assigned mitigation credits. **Please provide a statement indicating to which party, the DRC or COID or both, the mitigation credits are to be assigned.**

Because of the change in character of use, the applicant is responsible for publishing notice of the transfer in a local newspaper having a general circulation in the area of the water right. The notice must be published at least once a week for three consecutive weeks. We will provide a copy of the required notice to you upon issuance of the Preliminary Determination.

Based upon the Department's evaluation of the application, a few modifications have been made that require approval from the applicant before the transfer may proceed favorably. Specifically, please

review Findings of Fact #20 through #23. Modifications were made from the original proposal to prevent injury and enlargement. Your explicit approval of this modification and concurrence with the draft Preliminary Determination is necessary before the transfer can be approved.

Issuance of the Preliminary Determination will occur shortly after we receive both your written response and the report of ownership and lien information. If we do not receive your response and the report by **September 4, 2008**, a Preliminary Determination may be issued denying the application as incomplete.

Please do not hesitate to contact me at 503-986-0884 or Laura.K.Snedaker@wrd.state.or.us if you have questions or if I may be of assistance.

Sincerely,

Laura K. Snedaker
Field Services Division

cc: Jeremy Giffin, District 11 Watermaster
Robert Wood, District 3 Watermaster

enc

RECEIVED
DEC 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

18477 S. Valley Vista Rd.
Mulino, Oregon 97042
(503) 632-5016 Phone
(503) 632-5983 Fax

Pacific Hydro-Geology Inc.

Memo

To: Laura Wilke

From: Greg Kupillas GK

CC:

Date: 12/14/07

Re: DRC/COID Transfer 10544

Here are some additional notes I made since submitting the first batch. I believe I have already sent you all of the electronic deliverables. I am also submitting a final invoice to Salem. Please let me know if you need anything else.

RECEIVED
DEC 24 2008
WATER RESOURCES DEPT
SALEM, OREGON

Pacific Hydro-Geology Inc.

RECEIVED
DEC 24 2008
WATER RESOURCES DEPT
SALEM, OREGON

Memorandum

To: File

Page 1 of 1

From: WFM

Date 4/15/08

Project: DRC/SID

Subject: Notes related to T-8998

Def. Let ✓ WFM 4/23/08

Federspiel: T-8998 proposed to move 9.7 Ac from TL 3700 to TL 3700. The entire Tax Lot has an area of 9.69 Ac according to the current Tax Assessor's map. WRIS lists 9.7 Ac for this TL. T-10463 proposes to move 0.5 Ac from this TL; however, this area appears on the App Map for T-10463 to be in the road way (Tumalo Rd.)

Bass Lake: T-8998 proposes to move 0.30 Ac Pond rights. This does not appear to conflict with T-10463.

Def. Let WFM 4/23/08

Stonebrook: T-8998 proposes to move total of 5.25 Ac ~~Hdg~~ IR ~~what w~~ rights and 0.2 Ac POND rights from what was originally TL 1600, which according to the App Map is the original TL from which rights were QC'd in T-10463. Without a map ~~X~~ to show the actual "from" lands, cannot determine if this conflicts with T-10463. (mapping issues associated with T-10463 notwithstanding).

In addition, T-8998 ~~ap~~ lists "To" lands which appear to correspond with lands QC'd in T-10463 as described in the QC (i.e., "all common areas and private ways ...").

King: T-8998 moves 1.8 Ac from TL 602. TL 602 is about 2 Ac or a little more. T-10463 proposes to move 0.2 Ac in stream. It is possible that there is no conflict, but cannot determine without map from T-8998 showing exact "From" lands.

Johnson: T-8998 proposed to move 3.25 Ac from TL 503 and to move 3.25 Ac to TL-503 !!! App T-10463 indicates there are 3.25 Ac of RR, so there may not be a conflict, but no way to confirm w/out map for T-8998.

Action

memo.vsd 6-99

Pacific Hydro-Geology Inc. **Memorandum**

To: _____ Page ____ of ____

From: _____ Date 4/14/08

Project: _____

Subject: List of properties for which QC Signatory is not listed w/ SOS for Company

1. Tangle Creek: Neither Signatory listed w/ SOS
2. Stonebrake Assoc: John Rodine not listed w/ SOS
3. Harvest Park: Ryan O'Brien not listed w/ SOS
4. S/S & H Baker: Business name given under signatory name on QC is S & H Group, Inc., Signatory ~~do not~~ are listed for S & H Group, Inc. but name is not same as on QC and ownership documents.
5. Walker: Already addressed in DPD. OK
6. Terrango Associates: Tim Vezie not listed w/ SOS

Ltr 4/15/08

RECEIVED
DEC 24 2008
WATER RESOURCES DEPT
SALEM, OREGON

Action

memo.vsd 6-99

Pacific Hydro-Geology Inc. **Memorandum**

To: F:6 Page 1 of 1

From: GSK Date 4/17/08

Project: DRC/JID

Subject: Issues w/ Former Leases as Part of Use

Harvest Park: TLs 609 + 614 not shown as same areas on Map for IL 417 as on T-10463. Mapping for HPV confusing. Ask for clarification to reconcile areas leased and areas transferred under T-10463

Def. Let OK Work * 4/23/08

Healy: According to IL-620, it looks like TLs and acres are reversed between Healy and Dickey. Healy's property is 17 12 20 ~~NW NE~~ TL 2000 for 7 Ac, but IL 620 shows property for Dickey (17 12 9 SE SW) as in TL 2000 for 7 Ac. ~~Similarly, IL~~ T-10463 seems to have it right except for the TL Nos, which it lists as TL 300 and 500 for Healy and Dickey, respectively. These TLs seem to be consistent w/ WRIS, however.

OK

Dickey: See Healy

Logsdon/Lee: IL-562 map shows TL as 100 while T-10463 shows as TL 200. Total acreage adds up to 1.0 Ac, but IL-562 and T-10463 show proportions in each QQ differently because of where maps identify the location of the 16 R line. Current TL map shows area has been subdivided, but all lots are in the 100s. T-10463 is consistent w/ WRIS

OK

RECEIVED
DEC 24 2008
WATER RESOURCES DEPT
SALEM, OREGON

Action * As with Healy and Logsdon/Lee, it appears all areas proposed for xfer under T-10463 were covered by IL-417. The Tax Lots are confused however, which we should be able to sort out when tax lot maps are provided.

memo.vsd 6-99

Notes and info re. T-8998

Greg Kupillas

From: Laura Snedaker [snedaklk@wrd.state.or.us]
Sent: Tuesday, April 22, 2008 8:17 AM
To: phggek@bctonline.com
Subject: RE: T-10463 & T-8998

See my comments below. I've also attached the appropriate parts of T-8998 for you to take a look at. And a couple maps that I was able to pull together out of some a bit out of date Swalley ID maps that we have electronically. But they still do a good job of showing the areas that we're interested in.

Are there any other parts of this transfer mixed up with T-8998?

Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

RECEIVED
DEC 24 2008
WATER RESOURCES DEPT
SALEM, OREGON

From: Greg Kupillas [mailto:phggek@bctonline.com]
Sent: Thursday, April 17, 2008 10:19 AM
To: Laura Snedaker
Subject: RE: T-10463 & T-8998

Laura:

Here's what I've got on T-8998. It seems the more I dig, the more I find. T-8998 involved just changes in places of use, but in more than one instance seems to be listing affected lands on one hand, and then proposing to change the place of use to the same lands listed as authorized in the first place. This makes no sense to me. Can you think of a reason why this was done? Some of the issues I describe below offer examples of what I mean. See below.

Federspiel: T-8998 lists 9.7 acres in TL 3700 (16 12 29 NE SW). T-8998 also lists the same property as a proposed "To" land. The entire tax lot has an area of 9.69 acres according to the current tax assessor's map. WRIS lists 9.7 acres of water rights for this tax lot. T-10463 proposes to move 0.5 acres from TL 3700; however, the "From" area shown on the application map appears to be in the roadway (Tumalo Road). I think we need some more information from the applicant on this one. By the way, the map provided with IL-562 for the Federspiel property looks about the same.

It appears that the transfer picked up and then put the same lands right back down but in a slightly different configuration. See attached transfer and maps. OK

Stonebrook: T-8998 lists a total of 5.25 acres of irrigation rights in TL 1600 as authorized POUs affected by the transfer (17 12 22, NE SE and NW SE). According to information on the application maps for both T-10463 and IL-562, TL 1600 appears to have been the original tax lot covering all of the current development. T-8998 also lists a total of 5.25 acres of irrigation rights representing all of the common areas and private ways identified on the current tax map covering the Stonebrook development, which also happens to match with the written description of the property on the QC for T-10463. Therefore, in this case, the proposed Stonebrook POUs under T-8998 appear to be the same as those proposed for transfer in stream under T-10463.

Actually not all - see colored map provided by LS. GKK 4/22/08

I agree. Along with the transfer materials from T-8998, I've also attached a map that I found in our electronic files that does a real good job of showing the "to" lands, which are in dark green.

Incidentally, WRIS lists only 4.05 acres in TL 1600, but also lists all of the tax lots and acres for the proposed POU in T-8998. And, again, the proposed Stonebrook POUs described in T-8998 appear to match the proposed "To" lands as described in the QC for T-10463. The fact that these POUs add up to 5.25 acres as opposed to 4.05 acres, which is the acreage listed on the QC and is also what WRIS lists for TL 1600, suggests that the application for T-10463 is all messed up regarding the Stonebrook property. More stuff for the deficiency letter, I guess.

It all does add up to 5.25 acres of irrigation and 0.5 acres of pond. Part of what you were not able to see is the pond acres. Check the WRIS POU description under pond maintenance. It looks like the transfer 5.25 acres of irrigation and 0.5 acres of pond to the "to" lands shown in the transfer materials, which also matches the extra map that I've attached. I hope this all brings it together. We definitely have lands proposed for transfer in T-10463 that are still inchoate as a result of T-8998.

See notes below

King: T-8998 lists 1.8 acres in TL 602 (16 12 1 SE SE) as authorized lands affected by the transfer. I assume this means that these 1.8 acres are identified as "From" lands for this transfer. TL 602 has a total area of slightly more than 2 acres. T-10463 proposes to transfer 0.2 acres intstream. If all of TL 602 was originally covered by water rights, then it is possible that 1.8 acres of it was transferred off by T-8998, and the remaining 0.2 acres are now being transferred in stream by T-10463, but it is not possible to confirm this without the appropriate maps from T-8998.

It doesn't look like T-8998 affected the 0.2 acres that are proposed for transfer. It does look like this transfer moved 1.8 acres to another location. The transfer map does show the 0.2 acres as all being in the SE SE. The transfer map for T-10463 has these 0.2 overlapping between the SE SE and the SW SE. Definitely need a revised map showing the lands as being in the SE SE, which would also be consistent with Department POU records.

Yes

Johnson: T-8998 lists 3.25 acres in TL 503 (17 12 4 NW SE) under the name of George Johnson as authorized lands affected by the transfer. I assume this means that these 3.25 acres are identified as "From" lands for this transfer. T-8998 also lists 3.25 acres in TL 503 (17 12 4 NW SE) under the name of George Johnson as a proposed new POU. WRIS lists 0.75 acres under the name of Carol Johnson and 3.25 acres under the name of George Johnson in the same place (17 12 4 NW SE, TL 503). Application T-10463 proposes to transfer instream 0.75 acres from this property, and the QC lists both George and Carol Johnson as grantors. Exhibit B of T-10463 also lists 3.25 acres of RR for this property. Therefore, it is likely that the 0.75 acres proposed for transfer under T-10463 does not conflict with the 3.25 acres transferred under T-8998, but it is not possible to verify this without more information. Perhaps the map(s) for T-8998 could clear this up.

It doesn't look like T-8998 affected the 0.75 ac requested for transfer but take a look at the attached materials and see if you agree.

OK

So, what this boils down to is I need to see maps from T-8998 for the Stonebrook, King, and Johson properties.

It looks like the Stonebrook and Federspiel properties are definitely linked up with T-8998 and can't be transferred until a CBU is submitted for T-8998 and reviewed for a determination of whether proof has been made.

Yes

Greg Kupillas, R.G., C.W.R.E.

Pacific Hydro-Geology Inc.
18477 S. Valley Vista Rd.
Mulino, OR 97042
503.632.5016

RECEIVED
DEC 24 2008
WATER RESOURCES DEPT
SALEM, OREGON

Stonebrook: May not be a conflict w/ T-10463 if actual POU proposed for transfer is remaining 4.05 Ac from T-8998.*

Federspiel: POU proposed for Transfer instream definitely appears to conflict w/ POU that ties to Land under T-8998.

GEK 4/22/08

-----Original Message-----
From: Laura Snedaker [mailto:snedaklk@wrd.state.or.us]
Sent: Wednesday, April 16, 2008 9:31 AM
To: phggek@bctonline.com
Subject: T-10463 & T-8998

* Note: Further confounded by "From" Map for T-10463 which ~~does~~ includes a portion of 4.05 Ac remaining from T-8998 and a portion of "TO" Lands for T-8998. GEK 4/22/08

Greg:

Got your message. I probably can get you the maps that go with transfer T-8998. Just need a short list of the lands from T-10463 (by T, R, and Sec) where T-8998 may affect. When we did the cross check on this end, I think Susan found that T-8998 transferred lands onto lands that are now proposed for transfer off under T-10463. I don't think we found a conflict with lands that were transferred off under T-8998. But send me a list of what you've got and what you think was the affect of T-8998 on those lands.

I'm asking for a list because the original transfer application for T-8998 is rather thick and I'd like to just pull out the parts you need and not have to have you sift through the whole thing. Make sense?

Thanks, Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

RECEIVED
DEC 24 2008
WATER RESOURCES DEPT
SALEM, OREGON

STATE OF OREGON

COUNTY OF DESCHUTES

ORDER APPROVING A CHANGE IN PLACE OF USE IN AN IRRIGATION DISTRICT

Pursuant to ORS 540.580, after notice was given and no objections were filed, and finding that no injury to existing water rights would result, this order approves, as conditioned or limited herein, *TRANSFER 8998 submitted by*

SWALLEY IRRIGATION DISTRICT
P.O. BOX 5126
BEND, OREGON 97708-5126.

The right to be modified was confirmed by decree of the Circuit Court of the State of Oregon for DESCHUTES County as evidenced by PORTIONS of Certificate 74145. The decree is recorded in the Order Record of the Water Resources Director in Volume 12, at Page 282. The date of priority is SEPTEMBER 1, 1899.

The right allows the use of THE DESCHUTES RIVER, a tributary of THE COLUMBIA RIVER, for the IRRIGATION of 117.79 ACRES AND 0.5 ACRE-EQUIVALENT FOR POND MAINTENANCE.

The authorized places of use are located as follows:

TWP	RNG	SEC	QTR/QTR	TL	AC	USE	APPLICANT	DIST. #
15S	12E	36	SE¼ SW¼	1503	0.77	IR	TENNIES, SARAH	N-29
16S	12E	1	SW¼ NE¼	100	2.50	IR	ROGERS, ROSS	N-45
16S	12E	1	SW¼ NE¼	107	1.10	IR	ROGERS, ROSS	N-45

NOTICE OF RIGHT TO PETITION FOR RECONSIDERATION OR JUDICIAL REVIEW

This is an order in other than a contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must filed within the 60 day time period specified by ORS 183.484(2).

Pursuant to ORS 536.075 and OAR 137-004-080 and OAR 690-01-005 you may either petition for judicial review or petition the Director for reconsideration of this order.

RECEIVED
DEC 24 2008
WATER RESOURCES DEPT
SALEM, OREGON

TWP	RNG	SEC	QTR/QTR	TL	AC	USE	APPLICANT	DIST. #
16S	12E	1	NE¼ SE¼	100	0.20	IR	ROGERS, ROSS	N-45
16S	12E	1	NW¼ SE¼	100	3.30	IR	ROGERS, ROSS	N-45
16S	12E	1	NW¼ SE¼	106	3.00	IR	ROGERS, ROSS	N-45
16S	12E	1	NW¼ SE¼	107	3.90	IR	ROGERS, ROSS	N-45
16S	12E	1	SW¼ SE¼	602	0.80	IR	KING, LEONARD	N-29
16S	12E	1	SE¼ SE¼	602	1.00	IR	KING, LEONARD	N-29
16S	12E	15	NE¼ NE¼	1600	1.20	IR	TOMLINSON, KEVEN	N-32
16S	12E	15	NW¼ NE¼	1600	0.20	IR	TOMLINSON, KEVEN	N-32
16S	12E	15	SW¼ NE¼	1600	3.50	IR	TOMLINSON, KEVEN	N-32
16S	12E	15	SE¼ NE¼	100	0.01	IR	GRAHAM, MARKLE	N-33
16S	12E	15	SE¼ NE¼	1600	5.30	IR	TOMLINSON, KEVEN	N-32
16S	12E	15	SE¼ NE¼	200	0.79	IR	GRAHAM, MARKLE	N-33
16S	12E	20	NE¼ SE¼	1103	1.00	IR	PAGE, JON	N-41
16S	12E	27	SE¼ NE¼	1300	0.50	IR	PRINDLE, JAMES	N-30
16S	12E	27	NW¼ SE¼	300	1.00	IR	HULTBERG, MILTON	N-48
16S	12E	27	SW¼ SE¼	900	5.00	IR	BRADY, LARRY	N-48
16S	12E	29	SW¼ NE¼	301	1.10	IR	BROTHERS, BRUCE	N-23A
16S	12E	29	NE¼ SW¼	3700	9.70	IR	FEDERSPIEL, RONALD	N-39
16S	12E	29	NW¼ SW¼	3400	0.35	IR	BABCOCK, CHRIS	N-46
16S	12E	29	SW¼ SW¼	800	2.50	IR	BRALY, JACQUELYN	N-31
16S	12E	29	SW¼ SE¼	1103	16.00	IR	NYDEN, TED	N-27
16S	12E	30	SE¼ SE¼	800	11.00	IR	BRALY, JACQUELYN	N-31
16S	12E	31	NE¼ NE¼	800	2.90	IR	BRALY, JACQUELYN	N-31
16S	12E	32	SE¼ NE¼	307	0.40	IR	SWALLEY IRR. DIST.	N-24
16S	12E	32	NW¼ NW¼	503	0.25	IR	WIRTH, RALEIGH	N-38
16S	12E	32	NW¼ NW¼	800	0.10	IR	BRALY, JACQUELYN	N-31

Same POU as T-10463 (0.20 Ac to be transferred IS) WRIS says 0.2 Ac Here

Same POU as T-10463 (0.5 Ac to be transferred IS) WRIS says 9.7 Ac here

RECEIVED
DEC 24 2008
WATER RESOURCES DEPT
SALEM, OREGON

TWP	RNG	SEC	QTR/QTR	TL	AC	USE	APPLICANT	DIST. #
16S	12E	32	NW¼ SE¼	609	3.00	IR	DAHLEN, SCOTT	N-42
16S	12E	32	SW¼ SE¼	718	3.00	IR	GILBERTSON, KEN	N-47
16S	12E	32	SW¼ SE¼	800	6.00	IR	GILBERTSON, KEN	N-47
16S	12E	34	NE¼ NW¼	300	1.17	IR	WATSON, WILLIAM	N-28
16S	13E	6	NW¼ SW¼	302	0.70	IR	SWALLEY IRR. DIST.	N-40
17S	12E	3	NW¼ SW¼	101	3.40	IR	DUFFIN, TERRY	N-43
17S	12E	4	NE¼ SE¼	600	2.60	IR	DUFFIN, TERRY	N-43
17S	12E	4	NW¼ SE¼	503	3.25	IR	JOHNSON, GEORGE	N-44
17S	12E	6	SE¼ SE¼	1102	2.00	IR	BUSBY, TERRI	N-35
17S	12E	9	NE¼ NW¼	100	3.00	IR	COX, BRAD	N-50
17S	12E	9	SW¼ NW¼	2300	0.10	IR	ETTINGER, RICHARD	N-40
17S	12E	9	SW¼ NW¼	700	0.20	IR	ETTINGER, RICHARD	N-40
17S	12E	9	SE¼ SW¼	400	0.30	PND	SWALLEY IRR. DIST	N-34
17S	12E	9	SW¼ SE¼	201	0.10	IR	SWALLEY IRR. DIST	N-24
17S	12E	15	NW¼ SW¼	200	1.00	IR	SWALLEY IRR. DIST	N-24
17S	12E	15	SW¼ SE¼	900	0.25	IR	SWALLEY IRR. DIST	N-24
17S	12E	16	NE¼ SE¼	2000	0.40	IR	SWALLEY IRR. DIST	N-23B
17S	12E	16	SW¼ SE¼	2500	0.75	IR	DAHLEN, SCOTT	N-42
17S	12E	17	SE¼ SE¼	700	0.25	IR	SWALLEY IRR. DIST	N-28
17S	12E	20	NE¼ SE¼	2300	1.00	IR	SWALLEY IRR. DIST	N-48
17S	12E	20	NE¼ SE¼	2600	1.00	IR	SWALLEY IRR. DIST	N-28
17S	12E	22	NE¼ SE¼	1600	1.60	IR	STONEBROOK ASSOC.	N-34
17S	12E	22	NW¼ SE¼	1600	0.20	PND	STONEBROOK ASSOC.	N-34
17S	12E	22	NW¼ SE¼	1600	3.65	IR	STONEBROOK ASSOC.	N-34

T-10463 shows 0.25 Ac in same TL
WRIS: 0.75 Carol Johnson ~~3.25 Ac~~ George " 3.25 Ac

T-10463 shows 4.70 Ac in same TL
WRIS: 4.7 Ac IR Does not show pond

T-10643 shows 4.05 Ac in same TL
WRIS says 4.05 in this TL shows 0.2 Ac pond in TL3200

The right to use water for the above purpose is restricted to beneficial use on the lands or place of use described and is subject to all other conditions and limitations contained in the decree.

RECEIVED
DEC 24 2008
WATER RESOURCES DEPT
SALEM, OREGON

The applicant proposes to change the places of use to:

TWP	RNG	SEC	QTR/QTR	TL	AC	USE	RECIPIENT	DIST. #
15S	12E	36	SE¼ NE¼	405	1.50	IR	ELBERT, DONITA	N-23A&B
15S	12E	36	SE¼ SW¼	1503	2.57	IR	TENNIES, SARAH	N-29
16S	12E	1	SW¼ NE¼	100	2.30	IR	ROGERS, ROSS	N-45
16S	12E	1	SW¼ NE¼	107	0.80	IR	ROGERS, ROSS	N-45
16S	12E	1	NW¼ SE¼	100	2.40	IR	ROGERS, ROSS	N-45
16S	12E	1	NW¼ SE¼	106	4.60	IR	ROGERS, ROSS	N-45
16S	12E	1	NW¼ SE¼	107	3.90	IR	ROGERS, ROSS	N-45
16S	12E	15	NE¼ NE¼	100	0.60	IR	GRAHAM, MARKLE	N-32
16S	12E	15	NE¼ NE¼	100	0.80	IR	GRAHAM, MARKLE	N-33
16S	12E	15	NE¼ NE¼	1600	1.70	IR	TOMLINSON, KEVEN	N-32
16S	12E	15	NW¼ NE¼	1600	0.30	IR	TOMLINSON, KEVEN	N-32
16S	12E	15	SW¼ NE¼	1600	1.60	IR	TOMLINSON, KEVEN	N-32
16S	12E	15	SE¼ NE¼	100	1.40	IR	GRAHAM, MARKLE	N-32
16S	12E	15	SE¼ NE¼	1600	4.60	IR	TOMLINSON, KEVEN	N-32
16S	12E	27	SW¼ NE¼	2100	0.30	IR	PRINDLE, JAMES	N-30
16S	12E	27	SW¼ NE¼	2200	0.20	IR	PRINDLE & S. MAXWELL	N-30
16S	12E	27	SW¼ SE¼	900	7.00	IR	BRADY, LARRY	N-48
16S	12E	29	NE¼ SW¼	3700	9.70	IR	FEDERSPIEL, RONALD	N-39
16S	12E	29	NW¼ SW¼	3400	0.35	IR	BABCOCK, CHRIS	N-46
16S	12E	29	SW¼ SW¼	806	1.77	IR	BRALY, JACQUELYN	N-31
16S	12E	29	SW¼ SW¼	807	1.55	IR	BRALY, JACQUELYN	N-31
16S	12E	29	SW¼ SW¼	808	0.26	IR	BRALY, JACQUELYN	N-31
16S	12E	29	SW¼ SE¼	1103	16.00	IR	NYDEN, TED	N-27
16S	12E	30	SE¼ SE¼	800	1.28	IR	BRALY, JACQUELYN	N-31

T-10467 more 0.5 from same TL
WRIS: 9.7 Ac

RECEIVED
DEC 24 2008
WATER RESOURCES DEPT
SALEM, OREGON

TWP	RNG	SEC	QTR/QTR	TL	AC	USE	RECIPIENT	DIST. #
16S	12E	30	SE¼ SE¼	806	1.23	IR	BRALY, JACQUELYN	N-31
16S	12E	30	SE¼ SE¼	807	1.45	IR	BRALY, JACQUELYN	N-31
16S	12E	30	SE¼ SE¼	808	2.44	IR	BRALY, JACQUELYN	N-31
16S	12E	30	SE¼ SE¼	809	1.89	IR	BRALY, JACQUELYN	N-31
16S	12E	31	NE¼ NE¼	800	3.22	IR	BRALY, JACQUELYN	N-31
16S	12E	31	NE¼ NE¼	808	0.20	IR	BRALY, JACQUELYN	N-31
16S	12E	31	NE¼ NE¼	809	1.11	IR	BRALY, JACQUELYN	N-31
16S	12E	32	SE¼ NE¼	307	1.75	IR	LUNDGREN, DANIEL	N-24
16S	12E	32	NW¼ NW¼	503	0.25	IR	WIRTH, RALEIGH	N-38
16S	12E	32	NW¼ NW¼	808	0.10	IR	BRALY, JACQUELYN	N-31
16S	12E	32	NW¼ SE¼	609	3.75	IR	DAHLEN, SCOTT	N-42
16S	12E	32	SW¼ SE¼	718	4.20	IR	GILBERTSON, KEN	N-47
16S	12E	32	SW¼ SE¼	800	4.80	IR	GILBERTSON, KEN	N-47
16S	12E	34	NW¼ NE¼	200	2.42	IR	WATSON, WILLIAM	N-28
17S	12E	3	NW¼ SW¼	101	1.00	IR	DUFFIN, TERRY	N-43
17S	12E	4	NE¼ SE¼	600	5.00	IR	DUFFIN, TERRY	N-43
17S	12E	4	NW¼ SE¼	503	3.25	IR	JOHNSON, GEORGE	N-44
17S	12E	6	SE¼ SE¼	1102	2.00	IR	BUSBY, TERRI	N-35
17S	12E	8	NW¼ NW¼	6100	1.00	IR	AIMONE, EDWARD	N-41
17S	12E	9	NE¼ NW¼	100	3.00	IR	COX, BRAD	N-50
17S	12E	9	SW¼ NW¼	2300	1.00	IR	ETTINGER, RICHARD	N-40
17S	12E	22	NE¼ SE¼	DA3000	0.34	IR	STONEBROOK ASSOC.	N-34
17S	12E	22	NE¼ SE¼	DA3200	0.62	IR	STONEBROOK ASSOC.	N-34
17S	12E	22	NE¼ SE¼	DB2700	0.16	IR	STONEBROOK ASSOC.	N-34
17S	12E	22	NE¼ SE¼	DB2800	0.13	IR	STONEBROOK ASSOC.	N-34
17S	12E	22	NW¼ SE¼	DA3000	0.06	IR	STONEBROOK ASSOC.	N-34

T-10463 moved 0.75 from this TL

WRIS:
Carol Johnson 0.75 Ac
George Johnson 3.25 Ac

Overlaps with "Pond" Lands as described in QC for Stonebrook in T-10463

This all adds up to 5.25 Ac Inv as compared with 4.05 in T-10463

and 0.5 Ac Pond

These TLs are on current Tax assessor's maps

RECEIVED
DEC 24 2008
WATER RESOURCES DEPT
SALEM, OREGON

TWP	RNG	SEC	QTR/QTR	TL	AC	USE	RECIPIENT	DIST. #
17S	12E	22	NW¼ SE¼	DA3100	0.09	IR	STONEBROOK ASSOC.	N-34
17S	12E	22	NW¼ SE¼	DB2700	0.20	IR	STONEBROOK ASSOC.	N-34
17S	12E	22	NW¼ SE¼	DB2700	0.15	PND	STONEBROOK ASSOC.	N-34
17S	12E	22	NW¼ SE¼	DB2800	0.30	IR	STONEBROOK ASSOC.	N-34
17S	12E	22	NW¼ SE¼	DB2800	0.15	PND	STONEBROOK ASSOC.	N-34
17S	12E	22	NW¼ SE¼	DB2900	0.30	IR	STONEBROOK ASSOC.	N-34
17S	12E	22	NW¼ SE¼	DB3000	0.29	IR	STONEBROOK ASSOC.	N-34
17S	12E	22	NW¼ SE¼	DB3100	0.79	IR	STONEBROOK ASSOC.	N-34
17S	12E	22	NW¼ SE¼	DB3200	0.75	IR	STONEBROOK ASSOC.	N-34
17S	12E	22	NW¼ SE¼	DB3200	0.20	PND	STONEBROOK ASSOC.	N-34
17S	12E	22	NW¼ SE¼	DB3314	0.30	IR	STONEBROOK ASSOC.	N-34
17S	12E	22	NW¼ SE¼	DB3325	0.18	IR	STONEBROOK ASSOC.	N-34
17S	12E	22	NW¼ SE¼	DB4500	0.34	IR	STONEBROOK ASSOC.	N-34
17S	12E	22	NW¼ SE¼	DB5900	0.40	IR	STONEBROOK ASSOC.	N-34

See note, pg 5

5.75

THESE CHANGES TO AN EXISTING WATER RIGHT MAY BE MADE PROVIDED THE FOLLOWING CONDITIONS ARE MET BY THE WATER USER:

1. The proposed changes shall be completed on or before October 1, 2003.

2. The former places of use shall no longer be irrigated as a part of this water right.

3. Proof, to the satisfaction of the Director, that the changes approved by this order have been completed must be submitted by SWALLEY IRRIGATION DISTRICT, on or before October 1, 2004.

Except as modified herein, all other conditions and restrictions on Certificate 74145 remain in effect.

RECEIVED
DEC 24 2008
WATER RESOURCES DEPT
SALEM, OREGON

When the Director determines that it is necessary, or to facilitate records keeping, new certificates will be issued to confirm all completed changes for which satisfactory proof has been made and to confirm that portion of the right not modified by this or any other order.

WITNESS the signature of the Water Resources Director affixed MAY 2 9 2002.

for Paul R. Cleary, Director

RECEIVED
DEC 2 4 2008
WATER RESOURCES DEPT
SALEM, OREGON

Laura Wilke

From: Greg Kupillas [phggek@bctonline.com]
Sent: Wednesday, December 03, 2008 9:08 AM
To: Laura Wilke
Subject: RE: T-10544

Looks like that should do it.

-----Original Message-----
From: Laura Wilke [mailto:snedaklk@wrd.state.or.us]
Sent: Wednesday, December 03, 2008 9:01 AM
To: phggek@bctonline.com
Subject: FW: T-10544

Greg:

Here's the signed ROLI. Let me know if this wraps things up.

Laura

Laura Wilke
Flow Restoration Program Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

From: Leslie Clark [mailto:transfers@coid.org]
Sent: Wednesday, December 03, 2008 8:59 AM
To: Laura Wilke
Subject: T-10544

Here you go!

Leslie Clark
Water Transfer Specialist
Central Oregon Irrigation District
1055 SW Lake Court
Redmond, OR 97756
541 504-7576

From: Chuck Nichols [mailto:chuckn@ameri-title.com]
Sent: Wednesday, December 03, 2008 8:29 AM
To: 'Leslie Clark'
Subject: RE: Special rpt

Hello Leslie,

I have attached a signed copy, and we have changed our template so all future reports will contain the signature line. If you have any questions or need additional information please feel free to contact me.

Laura Wilke

From: Laura Wilke
Sent: Wednesday, December 03, 2008 9:01 AM
To: 'phggek@bctonline.com'
Subject: FW: T-10544
Attachments: Chuck Nichols.vcf; COID-6.pdf

Greg:

Here's the signed ROLI. Let me know if this wraps things up.

Laura

Laura Wilke
Flow Restoration Program Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

From: Leslie Clark [mailto:transfers@coid.org]
Sent: Wednesday, December 03, 2008 8:59 AM
To: Laura Wilke
Subject: T-10544

Here you go!

Leslie Clark
Water Transfer Specialist
Central Oregon Irrigation District
1055 SW Lake Court
Redmond, OR 97756
541 504-7576

From: Chuck Nichols [mailto:chuckn@ameri-title.com]
Sent: Wednesday, December 03, 2008 8:29 AM
To: 'Leslie Clark'
Subject: RE: Special rpt

Hello Leslie,

I have attached a signed copy, and we have changed our template so all future reports will contain the signature line. If you have any questions or need additional information please feel free to contact me.

Thank you!

Chuck Nichols
Title Officer
AmeriTitle
15 Oregon Ave.

Laura Wilke

From: Greg Kupillas [phggek@bctonline.com]
Sent: Thursday, November 27, 2008 2:08 PM
To: Laura Wilke
Subject: RE: T-10544 - follow up letter to DPD

Laura:

Here are my comments:

Arrowood: The QC for Arrowood seems to complete the following chain of conveyances: Antonsen to COID; Antonsen to Arrowood with COID authorization; Arrowood to COID. The first QC was completed within 3 months of the title report. I really don't understand why they did it this way. The QC from Antonsen to Arrowood is suspect, because by that time, Antonsen had already QCd the rights to COID, but then this QC was completed with authorization from COID, so I suppose it is OK, but I'm not really sure. I think that should be your call.

Whipple: I don't think I got the complete "Irrigation District Pubic Record Report" (i.e., title report). My copy ends at page 2 with no signature from the title company. All of the other title reports with this transfer end with a signature by the title examiner. Please send me the complete report if you have it. If not, then we need to request the complete report from the applicant.

Greg Kupillas, R.G., C.W.R.E.

Pacific Hydro-Geology Inc.
18477 S. Valley Vista Rd.
Mulino, OR 97042
503.632.5016

-----Original Message-----
From: Laura Wilke [mailto:snedaklk@wrd.state.or.us]
Sent: Friday, November 21, 2008 2:18 PM
To: phggek@bctonline.com
Subject: FW: T-10544 - follow up letter to DPD

Greg:

Looks like they got the ROLI for the whipple lands. Take a look and let me know if this wraps up the loose ends on T-10544 from your perspective.

Thanks, Laura

Laura Wilke
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

From: Leslie Clark [mailto:transfers@coid.org]
Sent: Friday, November 21, 2008 2:16 PM
To: Laura Wilke; 'Zach Tillman'
Subject: FW: T-10544 - follow up letter to DPD

Attached is the ROLI for the Whipple water. This should take care of all of the issues.

Thank you and have a great weekend!

Leslie Clark
Water Transfer Specialist
Central Oregon Irrigation District
1055 SW Lake Court
Redmond, OR 97756
541 504-7576

From: Leslie Clark [mailto:transfers@coid.org]
Sent: Wednesday, November 19, 2008 1:46 PM
To: 'Laura Wilke'; 'Zach Tillman'
Subject: RE: T-10544 - follow up letter to DPD

Laura,

Attached is a scan of the Arrowood quitclaim deed. Zach or I will order a ROLI for the Whipple water and get it to you as soon as we are able.

Thank you,

Leslie

Leslie Clark
Water Transfer Specialist
Central Oregon Irrigation District
1055 SW Lake Court
Redmond, OR 97756
541 504-7576

From: Laura Wilke [mailto:snedaklk@wrd.state.or.us]
Sent: Wednesday, November 19, 2008 8:40 AM
To: Zach Tillman; Leslie Clark
Subject: T-10544 - follow up letter to DPD

Good Morning to you both!

Please find attached a follow up letter to the information requested in the cover letter for the DPD. The contractor reviewed the materials you guys submitted and found a couple of things that need to be addressed. Please give me a call if you have any questions.

Thanks, Laura

Laura Wilke
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

NOD32 3625 (20081119) Information

Laura Wilke

From: Laura Wilke
Sent: Thursday, November 13, 2008 12:58 PM
To: 'phggek@bctonline.com'
Subject: RE: Letter for transfer 10544

Greg:

I was taking a look at the additional information provided by COID and have a question for you. For WASABI WASABI, what if anything was changed between the original legal attached to the QC and ROLI and the revised QC and ROLI? I'm not sure I see any difference between the two sets of documents.

Thanks, Laura

Laura Wilke
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

From: Greg Kupillas [mailto:phggek@bctonline.com]
Sent: Friday, October 31, 2008 5:31 PM
To: Laura Wilke
Subject: Letter for transfer 10544

Laura:

I've attached the latest request-for-info letter for your review. The letter reflects those remaining issues not resolved during our telephone meeting yesterday or from the information you provided in your recent e-mail message. Please review your files to make sure that the quitclaim deed referenced in item number 1 is actually not in your files (it is not in mine). Other than that, please let me know if you have any questions or need anything else.

Greg Kupillas, R.G., C.W.R.E.

Pacific Hydro-Geology Inc.
18477 S. Valley Vista Rd.
Mulino, OR 97042
503.632.5016

Laura Wilke

From: Greg Kupillas [phggek@bctonline.com]
Sent: Friday, October 31, 2008 5:31 PM
To: Laura Wilke
Subject: Letter for transfer 10544
Attachments: 10544-defic-let.doc

Laura:

I've attached the latest request-for-info letter for your review. The letter reflects those remaining issues not resolved during our telephone meeting yesterday or from the information you provided in your recent e-mail message. Please review your files to make sure that the quitclaim deed referenced in item number 1 is actually not in your files (it is not in mine). Other than that, please let me know if you have any questions or need anything else.

Greg Kupillas, R.G., C.W.R.E.

Pacific Hydro-Geology Inc.
18477 S. Valley Vista Rd.
Mulino, OR 97042
503.632.5016

November __, 2008

Deschutes River Conservancy
Attn: Zachary Tillman
700 NW Hill Street
Bend, OR 97701

Central Oregon Irrigation District
Attn: Steve Johnson
1055 SW Lake Court
Redmond, OR 97756

REFERENCE: Instream Transfer Application T-10544 and Mitigation Credit Project MP-113

We have reviewed your responses to our letter dated August 6, 2008, accompanying the draft Preliminary Determination for Transfer 10544. There are a few additional issues that need to be resolved before we can continue processing your application.

1. In your response regarding Arrowood 15-13-17 NW NW 1302, 1304, 1306, 1307, and 1308 (your response number 1.b.), you made reference to quitclaim #2005-53924. This quitclaim deed was not included with the other ownership documents provided with the transfer application. **Please provide a copy of quitclaim deed #2005-53924.**

2. After reviewing your response regarding the Whipple property (your response number 2), the Department has determined that the requirement to provide a report of ownership and lien information (ROLI) recorded within the specified time frame of the quitclaim deed has not been met. **Please provide a new ROLI for this property which provides ownership and lien information at the time the water right was originally quit claimed.**

3. The legal description included in the corrected ROLI and re-recorded quitclaim deed for WASABI WASABI (your response number 7), is still not consistent with the legal description provided with the warranty deed which conveyed the land from Charles and Janis Volz (see specifically the metes and bounds description in the second paragraph of the legal descriptions). **Please provide clarification, and if necessary, a revised quit claim deed and ROLI report with the correct legal description for the property.**

Please submit the requested information **by [date]** to Laura Wilke, Water Resources Department, 725 Summer St. NE, Suite A, Salem, OR 97301-1271. If you have any questions, please call me at 503-986-0884.

Sincerely,

Laura Wilke
Senior Water Resources Coordinator

cc: Jeremy Giffin, District 11 Watermaster
Robert Wood, District 3 Watermaster

Laura Wilke

From: Greg Kupillas [phggek@bctonline.com]
Sent: Friday, October 31, 2008 3:16 PM
To: Laura Wilke
Subject: RE: T-10544 - follow up

Thanks Laura. This information was very helpful in resolving some of the remaining questions. I will be preparing another request-for-info letter and sending it your way shortly.

Greg

-----Original Message-----
From: Laura Wilke [mailto:snedaklk@wrd.state.or.us]
Sent: Friday, October 31, 2008 1:24 PM
To: phggek@bctonline.com
Subject: T-10544 - follow up

Hi Greg:

Here's some follow up from our conversation today.

When the ROLI dates don't match up with the conveyance agreement recording date (quit claim) I believe that we've previously identified that COID could provide additional information showing that the folk that signed off on the quit claim are still the owners. And I think we've indicated that tax information from the county might work. But we can also double check that information by looking up ownership information on the Deschutes County website. See:

http://www.co.deschutes.or.us/index.cfm?objectId=836F545E-BDBD-57C1-91EC7EC87DBBD7EA

If you have any questions about using this page, I can help walk you through. If you haven't used this part of their web site before, it's chocked full of great info.

I checked back through the file record for T-10224 and this is exactly what we did.

I had Sarah scan a copy of the application for District Transfer T-10259, including the application maps. There are three maps covering the NW NW of Section 7. One of them marks some additional acres as off but these were not part of this transfer based on looking at the final order and the description of the lands proposed for transfer that's part of the application.

Here's a link to the application:
http://apps2.wrd.state.or.us/apps/misc/vault/vault.aspx?Type=TRFolder&folder_image_id=8549

And here's a link to the final order for T-10259:
http://apps2.wrd.state.or.us/apps/misc/vault/vault.aspx?Type=Order&volume_nbr=74&page_nbr=558&page_char=

I think these were the two things I needed to get for you. Let me know if you need or needed anything else.

Laura

Laura Wilke
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

Laura Wilke

From: Laura Wilke
Sent: Tuesday, October 14, 2008 3:05 PM
To: 'phggek@bctonline.com'
Subject: FW: T-10544
Attachments: Chilcott.PDF; Clarke.PDF; Whipple.PDF; Chilcott-QD.PDF; Western Title-Trustee consent_08-08; T-10544_map chgs.pdf; WASABI corrected legal_T-10544.pdf; Noah corrected legal_T-10544.pdf; T-10544_WASABI QD_corrected.pdf; T-10544_Noah QD_corrected.pdf; 10544-dpd-cov-ltr.pdf; 10544-dpd-approve-iswr-MP113-RA.pdf; AmeriTitle consent.pdf

Greg:

Here's the response to items identified in the DPD cover letter for transfer T-10544. I've attached a copy of the final DPD cover letter and DPD for your reference.

They now also have a letter from Ameritite (not included with the original materials). I've attached that letter.

Please review the materials submitted by COID for resolution of the items addressed in the DPD cover letter. Let me know if you need anything or have any questions.

Thanks, Laura

Laura Wilke
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

From: Leslie Clark [mailto:lesliec@coid.org]
Sent: Tuesday, August 26, 2008 2:41 PM
To: Laura Snedaker
Cc: 'Zach Tillman'
Subject: T-10544

Hi Laura,

I'm working my way through the issues addressed in your August 6, 2008 cover letter. I numbered your bullet points to make it easier to reference:

1.
   a. Arrowood 15-13-30 NW SE 600; see T-10224, OWRD issued an F.O. on this transfer that included 3.45 acres of water from the same quitclaim. This current transfer includes the same documentation as submitted on T-10224.
   b. Arrowood 15-13-17 NW NW 1302, 1304, 1306, 1307, 1308. There are 3 quitclaims associated with this water right; #2005-53924 Antonsen to COID, signed in conjunction with a water transfer and sale agreement to sell to a 3rd party, recorded 8/16/05 with a ROLI dated 7/21/05. If you read this QD you will note that Antonsen remained responsible for District assessment until a future water sale. This was a process approved by our Board of Directors to address development land that was prior to a Board decision allowing the District to purchase large quantities of water outright prior to District signature on a development plat. QD #2006-35859 Antonsen (with COID signed approval) to Arrowood Development (complying with water transfer and sale agreement between Antonsen & COID and relieving Antonsen of assessment responsibility); QD #2007-47286 Arrowood to COID.

c. Chilcott QD #2006-35860 recorded 5/24/06 with a ROLI dated 3/30/05. Attached is a current Deschutes County Tax Collector statement verifying Chilcott is still the owner of the property. This was acceptable evidence on T-10224 and should remain so.
d. Suzanne Clarke QD #2007-48193 recorded 9/4/07 with a ROLI dated 5/8/07. See attached Deschutes County Tax Collector statement.

2. Whipple, QD #2006-15589 dated 3/7/06. The Grantor, Whipple did not contact us and request removal of the water until 6 days prior to the sale of the property; we did not have time to go through the normal process. I worked directly with First American Title Co (Kathy Morris) who was handling the escrow. If you read my 3/1/06 escrow instructions you will note we requested notice of pay-off of all liens; pay-off was supplied to us 3/8/06 by First American. Attached is the Statutory Warranty Deed were Whipple conveying the land to Cousins Construction Inc. on 3/7/06, immediately following the recording of our QD (see scan of the county clerk record verifying the sequence). The documents presented clearly identify the owners at the time of the QD, the legal description, and the lien pay-off (relieving the Notice requirement). The District believes a current ROLI is an unnecessary expense. Every effort was made to address ownership and lien requirements within the period of time we had to accomplish the removal. If, after reviewing the documents again OWRD still requires the ROLI please let me know.

3. Trustee Issue:

   a. Gene Hoskin – Western Title letter mailed 8/21/08; copy attached
   b. WASABI WASABI – AmeriTitle – 8/26/08 still waiting on response from AmeriTitle

4. Prescott Rice. New map attached.

5. Chilcott QD has been re-recorded with the correction to the legal description. See attached.

6. DRT Living Trust I contacted AmeriTitle (prepared ROLI) and they erred on the report. They prepared a new report with a current date and the correct legal (please note they did not review this property again for current encumbrances or changes to the legal since the initial QD). Attached are the corrected ROLI and the re-recorded QD with correction to legal.

7. WASABI WASABI. I contacted AmeriTitle (prepared ROLI) and they erred on the report. They prepared a new report with a current date and the correct legal (please note they did not review this property again for current encumbrances or changes to the legal since the initial QD). Attached are the corrected ROLI and the re-recorded QD with correction to legal.

8. MAP ISSUES.

   a. 15-13-08 SW SW: map corrected and attached
   b. 15-13-08 SE SW: map corrected and attached
   c. 15-13-09 NW NW: map corrected and attached – T-10259 removing 2.33 ordered on 5/2008 is not be reflected on this map
   d. 15-13-17 NW NW: map corrected and attached

9. Please issue the mitigation credits jointly to DRC and COID.

I'm still waiting on a letter from AmeriTitle in regard to bullet # 3b. Please let me know if we have covered on the issues or if you need anything additional.

Thank you,

Leslie Clark
Water Transfer Specialist
Central Oregon Irrigation District
1055 SW Lake Court
Redmond, OR 97756
541 504-7576

AmeriTitle
Part Of The JELD-WEN Family

August 26, 2008

Water Resources Department
725 Summer Street NE Suite A
Salem OR 97301-1271

Re: Instream Transfer Application

Gentleman:

I am in receipt of your letter to Deschutes River Conservancy and the Central Oregon Irrigation District regarding this issue, specifically the requirement that our company execute consent to transfer as part of this process. You have correctly identified the position of the trustee in a trust deed as having the power of sale. However, that power of sale is limited to commencing foreclosure actions if the grantor is in default.

The position of a trustee in this context is passive and is identified in ORS 86.790 relevant portions are set forth below (in particular see paragraph 7):

> **86.790 Qualifications of trustee; appointment of successor trustee; duty of trustee.** (1) The trustee of a trust deed under ORS 86.705 to 86.795 shall not be required to comply with the provisions of ORS chapters 707 and 709 and shall be:
>
> (4) A trustee or successor trustee is a necessary and proper party to any proceeding to determine the validity of or enjoin any private or judicial proceeding to foreclose a trust deed, but a trustee or successor trustee is neither a necessary nor a proper party to any proceeding to determine title to the property subject to the trust deed, or to any proceeding to impose, enforce or foreclose any other lien on the subject property.
> (5) Nothing in ORS 86.705 to 86.795 imposes a duty on the trustee or successor trustee to notify any person of any proceeding with respect to such person, except a proceeding initiated by the trustee or successor trustee.
> (6) A trustee or the attorney for the trustee or any agent designated by the trustee or the attorney may announce and accept a bid from the beneficiary whether or not the beneficiary is present at the sale.
> (7) The trustee or successor trustee shall have no fiduciary duty or fiduciary obligation to the grantor or other persons having an interest in the property subject to the trust deed. The trustee or successor trustee shall not be relieved of the duty to reconvey the property subject to the trust deed to the grantor upon request for reconveyance by the beneficiary.

As can be seen by the above quoted statutes, there is no need for the trustee in a trust deed to execute consent to transfer any rights in and to the real estate.

If you require any further information, please feel free to contact the undersigned.

Sincerely,

Jan Millar
Assistant General Manager

TITLE 9

MORTGAGES AND LIENS

Chapter 86. Mortgages; Trust Deeds
87. Statutory Liens
88. Foreclosure of Mortgages and Other Liens

Chapter 86 — Mortgages; Trust Deeds

2007 EDITION

MORTGAGES; TRUST DEEDS

MORTGAGES AND LIENS

REAL PROPERTY MORTGAGES

TRUST DEEDS

86.705 Definitions for ORS 86.705 to 86.795

86.710 Trust deeds authorized to secure performance of an obligation; methods of foreclosure after breach

86.715 Trust deed deemed to be mortgage on real property; applicability of mortgage laws

86.720 Reconveyance upon performance; liability for failure to reconvey; release of trust deed

86.725 Time within which foreclosure must be commenced

86.735 Foreclosure by advertisement and sale

86.740 Notice of sale to be given to certain persons

86.742 Failure to give notice of sale; action by omitted person; defense; pleading and proving knowledge of sale; attorney fees; exclusive remedy

86.745 Contents of notice of sale

86.750 Service and publication of notice; recording proof of compliance

86.753 Discontinuance of foreclosure proceedings after cure of default

86.755 Sale of property

86.757 Request for information from trustee

86.759 Information provided by trustee

86.765 Disposition of proceeds of sale

86.770 Effect of sale

86.775 Contents of trustee's deed to purchaser

86.780 Recitals in trustee's deed and certain affidavits as prima facie or conclusive evidence

86.785 Requests for copies of notice of default or notice of sale

86.790 Qualifications of trustee; appointment of successor trustee; duty of trustee

86.790 Qualifications of trustee; appointment of successor trustee; duty of trustee. (1) The trustee of a trust deed under ORS 86.705 to 86.795 shall not be required to comply with the provisions of ORS chapters 707 and 709 and shall be:

(a) Any attorney who is an active member of the Oregon State Bar;

(b) A financial institution or trust company, as defined in ORS 706.008, that is authorized to do business under the laws of Oregon or the United States;

(c) A title insurance company authorized to insure title to real property in this state, its subsidiaries, affiliates, insurance producers or branches;

(d) The United States or any agency thereof; or

(e) Escrow agents licensed under ORS 696.505 to 696.590.

(2) An attorney who is a trustee under subsection (1)(a) of this section may represent the beneficiary in addition to performing the duties of trustee.

(3) At any time after the trust deed is executed, the beneficiary may appoint in writing another qualified trustee. If the appointment of the successor trustee is recorded in the mortgage records of the county or counties in which the trust deed is recorded, the successor trustee shall be vested with all the powers of the original trustee.

(4) A trustee or successor trustee is a necessary and proper party to any proceeding to determine the validity of or enjoin any private or judicial proceeding to foreclose a trust deed, but a trustee or successor trustee is neither a necessary nor a proper party to any proceeding to determine title to the property subject to the trust deed, or to any proceeding to impose, enforce or foreclose any other lien on the subject property.

(5) Nothing in ORS 86.705 to 86.795 imposes a duty on the trustee or successor trustee to notify any person of any proceeding with respect to such person, except a proceeding initiated by the trustee or successor trustee.

(6) A trustee or the attorney for the trustee or any agent designated by the trustee or the attorney may announce and accept a bid from the beneficiary whether or not the beneficiary is present at the sale.

(7) The trustee or successor trustee shall have no fiduciary duty or fiduciary obligation to the grantor or other persons having an interest in the property subject to the trust deed. The trustee or successor trustee shall not be relieved of the duty to reconvey the property subject to the trust deed to the grantor upon request for reconveyance by the beneficiary. [1959 c.625 §3; 1967 c.359 §680; 1975 c.618 §2a; 1979 c.879 §5; 1981 c.192 §1; 1983 c.719 §9; 1989 c.190 §7; 1997 c.70 §1; 1997 c.631 §388; 2003 c.364 §50]

Reimbursement Authority
Final Deliverables Cover Sheet
for
Transfers

RECEIVED
JUL 23 2008
WATER RESOURCES DEPT
SALEM, OREGON

Transfer # T-10544 Applicant: DRC & COID

The following items have been submitted electronically*:

- [x] Contact List
- [x] Draft Preliminary Determination (DPD)
- [x] DPD Cover Letter
- [x] PD Notice
- [x] PD Cover Letter
- NA [x] Remaining Right Certificates (one for each right that is not entirely affected by the transfer)
- [x] Instream Water Right Certificate (if required)

**NOTE:* Transfer documents should be submitted in MS Word format preferably, or "rich text" format.

The following items are enclosed:

- [x] Review checklist
- [x] Marked copy of transfer application
- [x] (for POU changes) Plat Card Report marked to indicate any other rights on the "From" lands
- NA [x] (for POU changes) Plat Card Report marked to indicate rights overlapping proposed POU
- [x] Notes or sketches, maps, etc. from evaluation of changes, injury evaluation, etc. that will help document what was considered in reaching the findings and determination in the Preliminary Determination.
- NA [x] Copies of each certificate that is only partially included in the transfer, marked as needed to show what portion of the right is being affected, and what remains unchanged.

- [x] **Signature of Contractor:** [signature] **Date:** 7/23/08

For WRD use only:

WRD approval by: _____ **Date:** _____

Review Checklist **T-10544** **Processor:** RA-Pacific Hydro-Geology, Inc.

RECEIVED
JUL 23 2008
WATER RESOURCES DEPT
SALEM, OREGON

Application

- [x] The type of change is clearly indicated.
- [x] The application is appropriately signed.
- [x] Appropriate fees were paid. NA [ ] If overpayment, Refund Request to be sent with FO
- NA [ ] Land use form matches affected tax lots and is signed by proper official. *(from **ALL** affected Govt's)*
- [x] Ditch company, district and/or BOR, sent a copy of the application and map, if appropriate.
- [x] All required attachments received.

Water right subject to transfer

- [x] Certificated right or Proof accepted "to the satisfaction…."
- [x] The right been exercised according to terms & conditions of certificate.
- [x] Delivery system has the capacity to fully divert the rate/duty of the right.
- [x] No information in record that suggests forfeiture.
- [x] No conflicts identified on the plat cards and plat card reports printed.
- NA [ ] Affidavits prepared for rights that need to be canceled or diminished.

Application Map

- NA [ ] The map has an original CWRE signature.
- [x] The map size and scale accurate and appropriate per OAR 690-380-3100(1)(b)(c)&(d).
- [ ] All authorized and proposed POD's/POA's and POU's shown and clearly labeled.
- [ ] Metes and bounds for the POD's/POA's are properly described on the map.
- [ ] The POD/POA dimensions & ¼ ¼ on map match the transfer application and certificate descriptions.
- NA [ ] Map acres match the tabulation on the certificate.
- [ ] Have final proof maps/decree maps for the rights. [ ] Application map matches certificate FPS.
- [ ] Have necessary aerial photos.

Determining the "From" and "To" Lands *(make working copy of application and certificates to mark on)*

- NA [ ] *Only* the authorized POD's/POA's and POUs to be transferred are listed.
- [x] Application & certificate tabulations match. *(Mark on appl. and cert. copies and note corrections needed)* See notes 6/18/08
- NA [ ] Marked on certificate the acreage being transferred, cancelled and remaining by ¼ ¼.

Ownership

See tabulated notes on ownership records and DPD Cover Letter

- [ ] The deed/ROLI matches the ***"from"*** lands. (Don't need to check "to" lands.)
- [ ] Have current tax lot map. *(If transfer application is several years old, contact assessor's office)*
- [ ] The applicant is the owner of the "from" lands.
- [ ] ***All*** owners on the deed/ROLI have signed the application.
- [ ] If necessary, there is a notarized, signed statement of consent from landowners other than applicant.
- [ ] If necessary, there is a copy of written notification to each lien holder identified on ROLI.
- [ ] Agent has authorization to make decisions.

Evaluation

Reviews/comments/conditions received? [x] Watermaster [ ] ODFW [ ] GW

"Present and should be maintained"

Headgate ~~[ ] When in the judgment [ ] Prior to diverting [ ] Existing and maintain~~

Measuring Devices ~~[ ] When in the judgment [ ] Prior to diverting [ ] Existing and maintain~~

Fish Screen Devices ~~[ ] NA~~

Injury: Y (N) Enlargement: Y (N)

Conditions to avoid enlargement/injury – See language recommended by R. Wood

Materials needed for peer reviewer

- [x] application marked
- [x] transfer map
- [ ] Water right map (if marked)
- [ ] certificate marked
- [x] deed/ROLI (if marked)
- [x] plat card marked printout (if POU or Use change)
- [ ] other processing notes

Pacific Hydro-Geology Inc. **Memorandum**

To: Fil Page 1 of 1

From: LeBR Date 6/18/08

Project: DRC / COID

Subject: Check App Maps against Cert 83571 Acres.

			Transfer Map	C 83571		
1	14/13/16	SESW (Nolan)	8.57	8.66	-0.09	T-10155, 0.09 OK
2	14/13/34	NESE (Hutkin, et al)	25.95	25.95	OK	
3	15/13/4	NENE (Watson)	21.65	21.65	OK	IL 535, 7.35 IL 833, 0.28
4	15/13/5	SENE (WASABI)	30.3	30.3	OK	
5	15/13/5	NWSW (Horton, et al)	30.20	30.20	OK	
6	15/13/5	SWSE (Wright)	33.96	33.96	OK	
7	15/13/8	SWSW (Garner)	22.90	26.47	-3.57	IL 530, 2.8 *
8	15/13/8	SESW (Alterra)	23.80	25.43	-1.63	0.7 50 0.1 73-394 still off -0.93 *
9	15/13/8	SWSE (Haun, et)	16.87	16.87	OK	
10	15/13/9	NWNW (Rice)	15.22	10.45	+4.77	T-10259, 2.33 off *
11	15/13/9	NESE (A&M)	2.40	2.40	OK	
12	15/13/10	SWNW (Dean)	29.70	29.70	OK	
13	15/13/17	NWNW (Arrowood)	14.70	32.70	-18.0	*
14	15/13/18	SWSE (Hendricks)	33.70	33.70	OK	
15	15/13/20	NWSE (Chalcraft)	2.78	3.28	-0.5	T-10300, 0.5 OK
16	15/13/20	NWNW (Arthur)	8.70	8.70	OK	
17	15/13/20	SESE (Clarke)	1.49	1.49	OK	
18	15/13/21	SWNW (Blackwell)	1.70	1.70	OK	
19	15/13/30	NWSE (Arrowood, Scorza)	17.35	20.80	-3.45	T-10274, 3.45 OK

Action

memo.vsd 6-99

IRRIGATION DISTRICT

COPY

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2007-57912

$36.00

00581851200700579120020029

11/01/2007 03:55:52 PM

D-D Cnt=1 Stn=2 JS
$10.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

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

Grantor, J.Pat Horton and Carolyn Horton, as tenants by the entirety as to an undivided 1/3 interest, Jayne I. Heyne as to an undivided 1/3 interest and Tyler Fitzsimons as to an undivided 1/3 interest, all as tenants in common, releases and quitclaims to Central Oregon Irrigation District ("COID"), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the vested owner of the Water Rights appurtenant to lands described as: Parcel One (1) of Partition Plat No. 1996-25 being located in the Southwest Quarter (SW ¼) of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, ("Subject Lands") attached and incorporated herewith and commonly known as: 15-13-05 NW SW 901, release their claim and responsibility for all of the primary and supplemental irrigation water rights appurtenant to the Subject Lands, being 30.20 acres, more or less, of water rights issued on Certificates in the name of Central Oregon Irrigation District.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 30.20 acres of water rights incurred.

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

Consideration for this Quitclaim: $30,200.00

15-13-05
NW SW
Tax lot: 901

Grantor:

J. Pat Horton — Date 10-31-07

Carolyn Horton — Date 10-31-07

Jayne I. Heyne — Date 10-31-07

Tyler Fitzsimons — Date 10-31-07

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

After recording, return to
AmeriTitle
166 OREGON AVENUE, BEND

T 10544 MP113

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on Oct. 31, 2007 by J. Pat Horton, Carolyn Horton, Jayne I. Heyne and Tyler Fitzsimons.

OFFICIAL SEAL
SONDY R WYSS
NOTARY PUBLIC-OREGON
COMMISSION NO. 401250
MY COMMISSION EXPIRES MAR 10, 2010

Notary Public

Grantee:

Date 26 October, 2007

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on October 26, 2007 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

Barbara R. Fehl
Notary Public

OFFICIAL SEAL
BARBARA R FEHL
NOTARY PUBLIC- OREGON
COMMISSION NO. 417555
MY COMMISSION EXPIRES MAY 20, 2011

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

MP113

IRRIGATION DISTRICT

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2007-57911

$36.00

00581850200700579110020022

11/01/2007 03:55:52 PM

D-D Cnt=1 Stn=2 JS
$10.00 $11.00 $10.00 $5.00

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

COPY

MAIL TAX STATEMENT
TO: NO CHANGE

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

Grantor, Deschutes Land and Cattle Co., LLC, releases and quitclaims to J.Pat Horton and Carolyn Horton, as tenants by the entirety as to an undivided 1/3 interest, Jayne I. Heyne as to an undivided 1/3 interest and Tyler Fitzsimons as to an undivided 1/3 interest, all as tenants in common, Grantee, all rights, title and interest in the following: By this agreement, Grantor, the vested owner of the Water Rights appurtenant to lands described as: Parcel One (1) of Partition Plat No. 1996-25 being located in the Southwest Quarter (SW ¼) of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, ("Subject Lands") attached and incorporated herewith and commonly known as: 15-13-05 NW SW 901, release their claim and responsibility for all of the primary and supplemental irrigation water rights appurtenant to the Subject Lands, being 30.20 acres, more or less, of water rights issued on Certificates in the name of Central Oregon Irrigation District.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 30.20 acres of water rights incurred.

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

Consideration for this Quitclaim: a True and Valuable Consideration

Grantor:

J. Pat Horton, Deschutes Land and Cattle Co LLC — Date 10-31-07

Carolyn Horton, Deschutes Land and Cattle Co LLC — Date 10-31-07

Jayne I. Heyne, Deschutes Land and Cattle Co LLC — Date 10-31-07

Tyler Fitzsimons, Deschutes Land and Cattle Co LLC — Date 10-31-07

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

After recording, return to
AmeriTitle
75 OREGON AVENUE, BEND

T 10544

MP 113

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on Oct. 31, 2007 by J. Pat Horton, Carolyn Horton, Jayne I. Heyne and Tyler Fitzsimons for Deschutes Land and Cattle Co. LLC.

OFFICIAL SEAL
SONDY R WYSS
NOTARY PUBLIC-OREGON
COMMISSION NO. 401250
MY COMMISSION EXPIRES MAR. 10, 2010

Notary Public

Grantee:

J. Pat Horton Date 10-31-07

Carolyn Horton Date 10-31-07

Jayne I. Heyne Date 10-31-07

Tyler Fitzsimons Date 10-31-07

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on Oct. 31, 2007 by J. Pat Horton, Carolyn Horton, Jayne I. Heyne and Tyler Fitzsimons.

OFFICIAL SEAL
SONDY R WYSS
NOTARY PUBLIC-OREGON
COMMISSION NO. 401250
MY COMMISSION EXPIRES MAR. 10, 2010

Notary Public

Approved by:

Steven C. Johnson, Secretary-Manager Central Oregon Irrigation District Date 26 Oct. 2007

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on October 26, 2007 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

OFFICIAL SEAL
BARBARA R FEHL
NOTARY PUBLIC- OREGON
COMMISSION NO. 417555
MY COMMISSION EXPIRES MAY 20, 2011

T 10544 MP113

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

MAIL TAX STATEMENT
TO: NO CHANGE

COPY

CENTRAL OREGON IRRIGATION DISTRICT

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantors, Norman C. Bain and Deanne M. Bain, release and quitclaim to Deschutes Land & Cattle Co. LLC, Grantee, all rights, title and interest in the following: By this agreement, Grantor, the vested owner of 30.20 acres of Central Oregon Irigation District ("COID") water rights that are appurtenant to the lands described as Parcel One (1) of Partition Plat No. 1996-25, being located in the Southwest Quarter (SW ¼) of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, to Grantee. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-05 NW SW 901.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the 30.20 acres of water rights incurred.

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

Consideration for this Quitclaim: Other valueable consideration

Grantor:

Norman C Bain Date 1/19/06
Norman C. Bain

Deanne M Bain Date 1/19/06
Deanne M. Bain

State of ~~Oregon~~ ARIZONA
) ss.
County of ~~Deschutes~~ MARICOPA)

This instrument was acknowledged before me on January 19, 2006 by Norman C. Bain.

Janine Evans
Notary Public

OFFICIAL SEAL
JANINE EVANS
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Feb. 23, 2008

After recording, return to
Amerititle
15 OREGON AVENUE, BEND

NP 1.1 3

T 10544

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-19254

$36.00

00448022200600192540030035

03/21/2006 10:13:28 AM

D-D Cnt=1 Stn=2 LADENEL
$10.00 $11.00 $10.00 $5.00

DESCHUTES COUNTY CLERK

CERTIFICATE PAGE

This page must be included
if document is re-recorded.
Do Not remove from original document.

RECEIVED

FEB 22 2006

WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP113

State of Oregon
County of Crook

This instrument was acknowledged before me on the **15th** day of March, **2006** by **Deanne M. Bain.**



Kerri Jo Talburt
Notary Public for Oregon

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 1.3

AmeriTitle
Part Of The JELD-WEN Family

PRELIMINARY TITLE REPORT

AMERITITLE
735 S W 6TH ST
REDMOND, OR 97756
Attn: SONDY & SHANNON

October 18, 2007
Report #2
Escrow Number : RD102366SS
Escrow Officer: SHANNON N/SONDY W
Title Number : 102366
Title Officer : CHUCK NICHOLS
Seller: HORTON, PAT J AND CAROLYN
Buyer: REDMOND SCHOOL DISTRICT 2J

Policy or Policies to be issued:	Liability	Premium
STANDARD OWNER'S POLICY	$7,968,000.00	$9,414.00
Reissue Rate		
STANDARD LENDER'S POLICY	$7,186,000.00	$100.00

We are prepared to issue ALTA (06/17/06) title insurance policy(ies) of CHICAGO TITLE INSURANCE COMPANY of OREGON, in the usual form insuring the title to the land described as follows:

Legal Description is OK

Parcel One (1) of Partition Plat No. 1996-25 being located in the Southwest Quarter (SW1/4) of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon.

Vestee:

J. PAT HORTON and CAROLYN HORTON, as tenants by the entirety as to an undivided 1/3 interest,
JAYNE I. HEYNE as to an undivided 1/3 interest
and
TYLER FITZSIMONS as to an undivided 1/3 interest,
all as tenants in common

Ownership matches Last QC

Dated as of October 10, 2007 at 8:00 A.M.

Schedule B of the policy(ies) to be issued will contain the following general and special exceptions unless removed prior to issuance:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

See chain of QCs

SEND ALL CORRESPONDENCE TO:
AmeriTitle, Redmond Branch 541-923-1749
735 SW Sixth Fax 541-923-5427
Redmond, OR 97756

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Also, ~~this trust deed should~~ No!
have been satisfied when property
was ~~deeded~~ to Horton, et al.

15. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
Amount: $3,003,700.00
Dated: October 13, 2005
Recorded: October 14, 2005
Volume-Page: 2005-70389, Deschutes County Records
Grantor: Deschutes Land & Cattle Co. LLC
Trustee: AmeriTitle
Beneficiary: Norman C. Bain and Deanne M. Bain, as tenants by the entirety

This should be no problem because ~~both~~ ~~DLC Co and Bain have~~ of chain of QC from Bain to DLC Co. to Horton, et. al. Need Copy

16. Pasture Lease, including the terms and provisions thereof,
Dated: October 13, 2005
Recorded: October 14, 2005
Volume-Page: 2005-70390, Deschutes County Records
Lessor: Deschutes Land & Cattle Co. LLC
Lessee: Norman C. Bain and Deanne M. Bain, husband and wife

OK

17. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
Amount: $2,000,000.00
Dated: June 12, 2006
Recorded: June 13, 2006
Volume-Page: 2006-40835, Deschutes County Records
Grantor: Jayne I. Heyne, Tyler Fitzsimons, J. Pat Horton and Carolyn Horton
Trustee: U.S. Bank Trust Company, N.A.
Beneficiary: U.S. Bank N.A. > Paid 2/4 per AmeriTitle - Satisfaction not recorded
(Said Deed of Trust is a Line of Credit Deed of Trust)
(Includes Other Property)

This was reconveyed to Grantor on 10/26/07 Need Copy

The terms of said Trust Deed were modified by instrument,
Recorded: January 2, 2007
Volume-Page: 2007-00015, Deschutes County Records

The terms of said Trust Deed were modified by instrument,
Recorded: June 6, 2007
Volume-Page: 2007-31885, Deschutes County Records

The terms of said Trust Deed were modified by instrument,
Recorded: July 9, 2007
Volume-Page: 2007-37806, Deschutes County Records

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

NOTE: The following deed(s) affecting said land were recorded within twenty-four (24) months of the date of this report:
Grantor: Norman C. Bain and Deanne M. Bain, as Tenants by the Entirety
Grantee: Deschutes Land & Cattle Co., LLC
Recorded: October 14, 2005
Volume-Page: 2005-70388, Deschutes County Records

OK

Grantor: Deschutes Land & Cattle Co., LLC
Grantee: J. Pat Horton and Carolyn Horton, husband and wife as to an undivided 1/3 interest, Jayne I, Heyne as to an undivided 1/3 interest and Tyler Fitzsimons as to an undivided 1/3 interest, all as tenants in common
Recorded: December 12, 2005
Volume-Page: 2005-85270, Deschutes County Records

OK

NOTE: As of the date hereof, there are no matters against Redmond School District 2J which would appear as exceptions in the policy to issue, except as shown herein.

4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land. OK

5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records. OK

6. Unpatented mining claims whether or not shown by the public records. OK

SPECIAL EXCEPTIONS:

Taxes assessed under Code No. 2-004 Map and Tax Lot Number 15 13 05 00 00901
Account No. [redacted]

7. The 2007-2008 Taxes: $115.16, UNPAID. OK

8. Taxes deferred, as disclosed by the tax roll, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use the property will be subject to additional taxes or penalties and interest. OK

NOTE: No liability is assumed for agricultural services liens or financing statements covering crops filed in the Office of the Secretary of State.

9. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Central Oregon Irrigation District. OK

10. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein
As reserved by: United States of America
Recorded: January 14, 1916
Book-Page: 18-40, Deed Records OK

11. Reservation of Rights of Way for ditches, canals, and reservoir sites for irrigation purposes in Deeds issued by the State of Oregon, recorded January 4, 1911, in Book 8, Page 581, Deed Records, January 15, 1912, in Book 10, Page 571, Deed Records, and June 21, 1917, in Book 21, Page 132, Deed Records. OK

12. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein
As granted to: Central Electric Cooperative, Inc., a cooperative corporation
Recorded: January 4, 1984
Book-Page: 39-172, Deschutes County Records OK

13. Central Oregon Irrigation District laterals as shown on the Partition plat 1996-25. OK

14. Central Oregon Irrigation District road easement as shown on Partition Plat 1996-25. OK

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

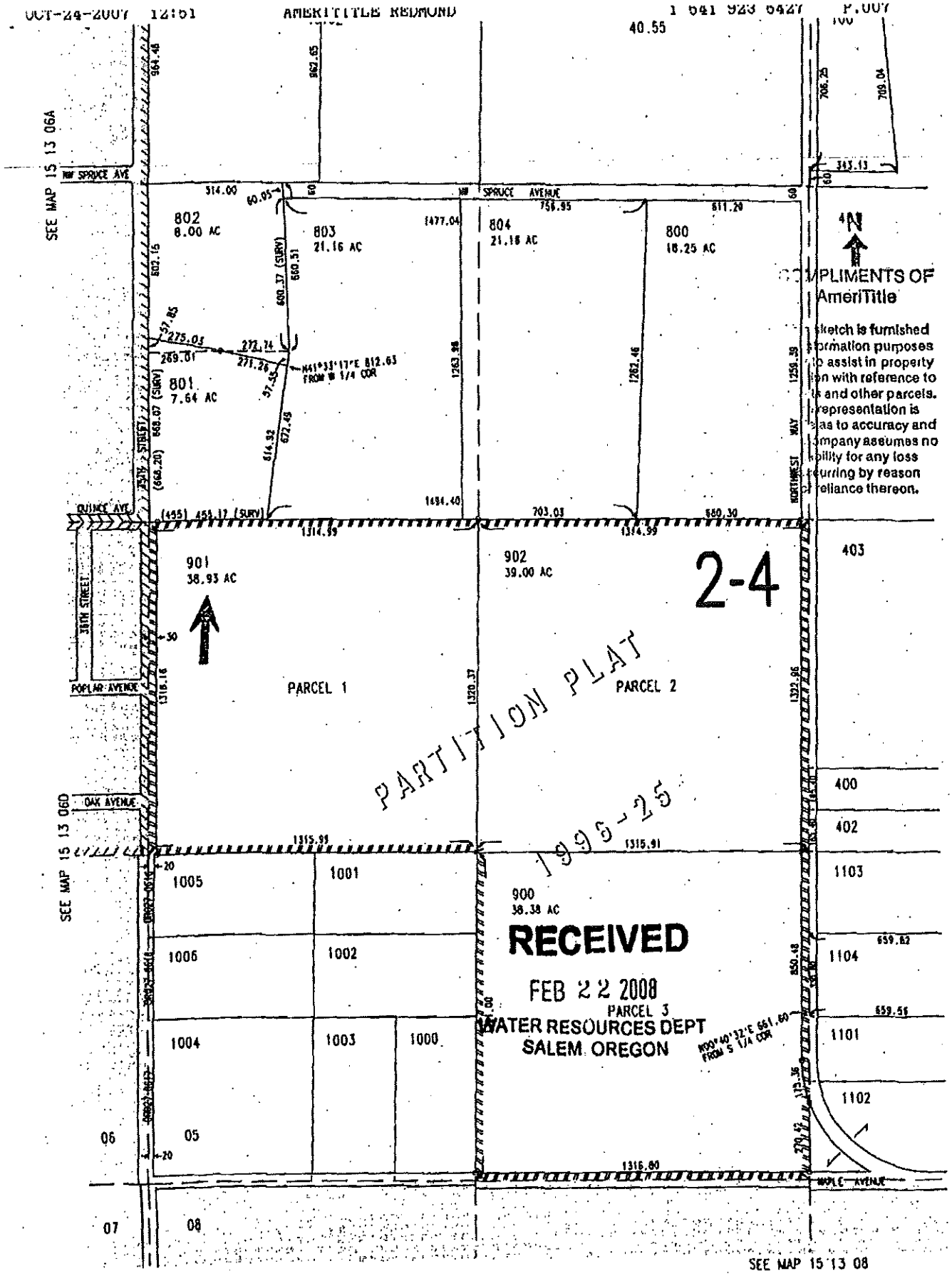
This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

AmeriTitle

By: _____
Chuck Nichols, Title Examiner
CN:kg

Report #2: Supplemented to update, change sale amount and bring taxes current.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

COMPLIMENTS OF
AmeriTitle

Sketch is furnished formation purposes to assist in property on with reference to and other parcels. representation is as to accuracy and company assumes no bility for any loss curring by reason reliance thereon.

2-4

MP 119

T 10544

8213 36

STATUTORY SPECIAL WARRANTY DEED

After recording, return to:

Max Merrill, Attorney at Law
1070 NW Bond Street, Suite 303
Bend, OR 97701

Until a change is requested, send tax statements to:

Deschutes Land & Cattle Co. LLC
35653 High Ranch Rd
Springfield Or 97478

The true consideration for this conveyance is $3,503,700.00.

NORMAN C. BAIN and DEANNE M. BAIN, as Tenants by the Entirety, Grantors, convey and specially warrant to DESCHUTES LAND & CATTLE CO. LLC, Grantee, the following-described real property, free of encumbrances created or suffered by Grantors, except as specifically set forth herein:

> Parcel One (1) of Partition Plat No. 1996-25, being located in the Southwest Quarter (SW1/4) of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon.
>
> (There are no water rights being sold with this property. They are being retained by Grantors and consist of 30.2 acres of Central Oregon Irrigation District water.)

Subject to:

1. Taxes deferred, as disclosed by the tax roll, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use the property will be subject to additional taxes or penalties and interest which shall be the sole responsibility of Grantee.

NOTE: No liability is assumed for agricultural services liens or financing statements covering crops filed in the Office of the Secretary of State.

2. Easements for ditches and canals of Central Oregon Irrigation District.

3. Reservation of Rights of Way for ditches, canals, and reservoir sites for irrigation purposes in Deeds issued by the State of Oregon, recorded January 4, 1911, in Book 8, Page 581, Deed Records, January 15, 1912, in Book 10, page 571, Deed Records, and June 21, 1917, in Book 21, Page 132, Deed Records.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

After recording, return to
Amerititle
15 OREGON AVENUE, BEND

MERRILL O'SULLIVAN, LLP
ATTORNEYS AT LAW
1070 NW BOND STREET, SUITE 303
BEND, OR 97701

MP 1 13

T 10544

4. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein,

As granted to: Central Electric Cooperative, Inc., a cooperative corporation
Recorded: January 4, 1984
Book-Page: 39-172, Deschutes County Records

5. Central Oregon Irrigation laterals as shown on the official plat of said land.

6. Central Oregon Irrigation District road easement as shown on the official plat of said land.

If the property is for any reason taken out of farm deferral subsequent to closing date, the responsibility for additional taxes, penalties and interest shall be the sole responsibility of Grantee.

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

By execution of this instrument, Grantors certify that they are not "foreign persons" as that term is defined in the Internal Revenue Code, Section 1445.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

DATED this 13 day of October, 2005.

Norman C Bain
NORMAN C. BAIN

Deanne M Bain
DEANNE M. BAIN

STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 13 day of October, 2005, by NORMAN C. BAIN and DEANNE M. BAIN, as tenants by the entirety.

Kerri Jo Talburt
Notary Public for Oregon

OFFICIAL SEAL
KERRI JO TALBURT
NOTARY PUBLIC- OREGON
COMMISSION NO. 397426
MY COMMISSION EXPIRES OCT 08, 2009

MERRILL O'SULLIVAN, LLP
ATTORNEYS AT LAW
1070 NW BOND STREET, SUITE 303
BEND, OR 97701

FORM No. 883 – WARRANTY DEED – STATUTORY FORM (Individual Grantor). STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR 97204

NN

N.V.

Grantor's Name and Address

Grantee's Name and Address

After recording, return to (Name, Address, Zip):
J. Pat Horton
35653 High Ranch Dr.
Springfield, OR 97478

Until requested otherwise, send all tax statements to (Name, Address, Zip):
same as above

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2005-85270
$31.00
12/12/2005 04:05:30 PM
D-D Cnt=1 Stn=1 BECKEY
$5.00 $11.00 $10.00 $5.00

SPACE RESERVED FOR RECORDER'S USE

No. ....., Records of this County.

Witness my hand and seal of County affixed.

NAME TITLE

By ....., Deputy.

WARRANTY DEED – STATUTORY FORM
(INDIVIDUAL GRANTOR)

Deschutes Land & Cattle Co., LLC, Grantor, conveys and warrants to J. Pat Horton and Carolyn Horton, husband and wife as to an undivded 1/3 interest, Jayne I. Heyne as to an undivided 1/3 interest and Tyler Fitzsimons as to an undivided 1/3 interest, Grantee, the following described real property free of encumbrances, except as specifically set forth herein, situated in ..... County, Oregon, to-wit:

Parcel One (1) of Partition Plat No. 1996-25, being located in the Southwest Quarter (SW1/4) of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon.

**as to an undivided 1/3 interest, all as tenants in common

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

The property is free from encumbrances, except (if none, so state): all matters of record

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

DATED December 5, 2005

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

Deschutes Land & Cattle Co., LLC

By: Jayne I. Heyne
Jayne I. Heyne, Member

STATE OF OREGON, County of Deschutes) ss.
This instrument was acknowledged before me on December 12, 2005,
by Jayne I. Heyne as member of Deschutes Land & Cattle Co., LLC

OFFICIAL SEAL
ANNETTE MARTINEZ
NOTARY PUBLIC- OREGON
COMMISSION NO. 370782
MY COMMISSION EXPIRES JUL 22, 2007

Annette Martinez
Notary Public for Oregon
My commission expires 07/22/2007

After recording, return to
Amerititle
16 OREGON AVENUE, BEND

T 10544 MP113

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2005-70388

$36.00

00406580200507038800300030

10/14/2005 04:08:05 PM

D-D Cnt=1 Stn=3 PAM
$10.00 $11.00 $10.00 $5.00

DESCHUTES COUNTY CLERK

CERTIFICATE PAGE

This page must be included
if document is re-recorded.
Do Not remove from original document.

RECEIVED

FEB 22 2008

WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP1 13

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2007-56894
$31.00
10/26/2007 11:36:40 AM
M-DR Cnt=1 Stn=1 BN
$5.00 $11.00 $10.00 $5.00

Please return recorded document to:

DESCHUTES LAND AND CATTLE CO LLC
1451 EAGLE SPRINGS COURT, PMB 202
REDMOND, OR 97756

ell

FULL RECONVEYANCE

FILE # 02-0013611189-26

The undersigned as Trustee or Successor Trustee under that certain Deed of Trust described as follows:

DATED: June 12, 2006 RECORDED: June 13, 2006

RECORDING NO: 2006-40835 BOOK: N/A PAGE: N/A

COUNTY OF: Deschutes STATE OF: Oregon

GRANTOR: J. Pat Horton and Carolyn Horton, as tenants by the entirety, as to an undivided 1/3 interest, Jayne I. Heyne, as to an undivided 1/3 interest and Tyler Fitzsimons, as to an undivided 1/3 interest, all as tenants in common.

BENEFICIARY: U.S. Bank National Association

TRUSTEE: U.S. Bank Trust Company, National Association

Having received from the Beneficiary under said Deed of Trust, a written request to reconvey, reciting that the obligation(s) secured by the Deed of Trust has been fully satisfied, does hereby grant; bargain, see and reconvey, unto the parties entitled thereto all right, title and interest which was heretofore acquired by said Trustee(s) under said Deed of Trust.

U.S. Bank Trust Company, National Association

DATE: October 22, 2007

BY: Tiffany Richmond
Tiffany Richmond, Assistant Commercial Officer

State of Oregon)
)ss
County of Multnomah)

On this 22nd day of October, 2007 before me, the undersigned, a Notary Public in and for the STATE OF OREGON duly commissioned and sworn, personally appeared Tiffany Richmond to me known to be the Assistant Commercial Officer of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath states that she is authorized to execute the said instrument. WITNESS my hand and official seal hereto affixed the day and year above written.

BY: Shawn Smith

My Commission Expires: April 26 2009

OFFICIAL SEAL
SHAWN SMITH
NOTARY PUBLIC - OREGON
COMMISSION NO. 390063
MY COMMISSION EXPIRES APRIL 26, 2009

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

NP 1 '13

Business Registry Business Name Search

New Search

Business Entity Data

03-29-2006
10:10

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Duration Date	Renewal Date
124685-91	DLLC	ACT	OREGON	01-16-2003		
Entity Name	DESCHUTES LAND AND CATTLE CO., LLC					
Foreign Name						

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

New Search

Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS			
Addr 1	35653 HIGH RANCH RD				
Addr 2					
CSZ	SPRINGFIELD	OR	97478	**Country**	UNITED STATES OF AMERICA

Type	AGT	REGISTERED AGENT		**Start Date**	01-16-2003	**Resign Date**	
Name	J		PAT	HORTON			
Addr 1	35653 HIGH RANCH RD						
Addr 2							
CSZ	SPRINGFIELD	OR	97478		**Country**	UNITED STATES OF AMERICA	

Type	MEM	MEMBER			
Name	JAYNE		HEYNE		
Addr 1	PNB STE #371				
Addr 2	1604 S HWY 97 STE 2				
CSZ	REDMOND	OR	97756	**Country**	UNITED STATES OF AMERICA

Type	MEM	MEMBER			
Name	TYLER		FITZSIMONS		
Addr 1	PNB STE #371				
Addr 2	1604 S HWY 97 STE 2				
CSZ	REDMOND	OR	97756	**Country**	UNITED STATES OF AMERICA

New Search

Name History

Business Entity Name	Name Type	Name Status	Start Date	End Date
DESCHUTES LAND AND CATTLE CO., LLC	EN	CUR	01-16-2003	

T 10544 [illegible]

Please read before ordering Copies.

New Search

Summary History

Image Date	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
12-13-2005	ANNUAL REPORT PAYMENT	12-13-2005		SYS		
12-13-2004	ANNUAL REPORT PAYMENT	12-13-2004		SYS		
01-08-2004	AMENDED ANNUAL REPORT	01-08-2004		FI		
01-16-2003	ARTICLES OF ORGANIZATION	01-16-2003		FI	Agent	

© 2006 Oregon Secretary of State. All Rights Reserved.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Central Oregon Irrigation District



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

15-13-05 NW SW 901
2005 Aerial

- Gauging Station
- District Boundary
- Road Labels Creek
- Road Labels Deschutes
- Township Range
- Sections
- Section Labels
- Quarters
- Quarter Labels
- Quarter Quarters
- Quarter Quarter Labels
- Taxlots
- Private Line
- Canal All
- Unknown
- Open
- Canal Piped
- Acre Text
- Acre Text Detail
- Instream
- Pending OFF
- Pending ON
- Pending ON POND
- Petitioned ON
- Petitioned ON POND
- Pond
- QC
- QC Instream
- Exited
- Instream Rights
- QC
- QC Instream
- Pending OFF
- Pending ON

N

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

T 10544 MP.1.1.3

COPY

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2007-47287
$36.00
08/29/2007 09:35:40 AM
D-D Cnt=1 Stn=2 CE
$10.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

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

Grantor, Arrowood Development, LLC, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the vested owner of water rights appurtenant to the lands described in Exhibit "A" ("Subject Lands") attached and incorporated herewith and commonly known as: 15-13-30 NW SE 600, release their claim and responsibility for 7.55 acres of COID water rights that are appurtenant to the Subject Lands, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 7.55 acres of water rights incurred.

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

Consideration for this Quitclaim: $7,514.00

15-13-30
NW SE
Tax lot: 600

Grantor:

Arrowood Development, LLC Date 8-15-07

State of Oregon)
) ss.
County of Deschutes)

OFFICIAL SEAL
AMY OATMAN
NOTARY PUBLIC-OREGON
COMMISSION NO. 393761
MY COMMISSION EXPIRES JUNE 12, 2009

This instrument was acknowledged before me on 8/15/07 by John P. Lietz as Authorized Signer for Arrowood Development, LLC.

Amy Oatman
Notary Public

Grantee:

Steven C. Johnson, Secretary-Manager Central Oregon Irrigation District Date 21August 2007

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on August 21, 2007 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

Leslie Clark
Notary Public

© Central Oregon Irrigation District 2007

T 10544

NP 113

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situated in a portion of the Southeast Quarter (SE1/4) of Section Thirty (30), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

TL 600

Commencing at a ½" rod monumenting the East ¼ corner of Section 30, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, the initial point; thence North 89°48'56" West along the North line of the Southeast Quarter (SE1/4) of said Section 30, 2641.06 feet to the West line of the Northwest Quarter of said Southeast Quarter (NW1/4SE1/4); thence South 00°00'18" West along said West line, 528.41 feet to the centerline of SW Badger Avenue, a 60.00 foot wide road, 30.00 feet each side of centerline and the true point of beginning; thence South 80°33'01" East along said centerline, 306.39 feet to the beginning of a curve; thence 24.31 feet along the arc of a 150.00 foot radius curve left of said centerline forming a deflection angle of 09°17'09" and a long chord bearing South 85°11'35" East, 24.28 feet to the end of said curve; thence South 89°50'10" East along said centerline, 370.56 feet to a ½" pipe; thence South 00°10'01" West, 746.40 feet to a ½" pipe on the South line of said NW1/4SE1/4; thence North 89°49'59" West along said South line, 694.89 feet to the West line of said NW1/4SE1/4; thence North 00°00'18" East along said West line, 797.77 feet to the point of beginning.

EXCEPTING THEREFROM the right of Badger Avenue as shown on the official plat of said land.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

COPY

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2005-22070

$61.00

00355083200508220700080088

04/13/2005 10:13:21 AM

D-D Cnt=1 Stn=3 PAM
$35.00 $11.00 $10.00 $5.00

DESCHUTES COUNTY CLERK

CERTIFICATE PAGE

3.45 acres of the 11.0 acres quit-claimed is on transfer T-10224

7.55 acres available for transfer

This page i
if document is re-recorded.
Do Not remove from original document.

RECEIVED

FEB 22 2008

WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP113

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

MAIL TAX STATEMENT
TO: NO CHANGE

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, William B. Curtis, as to an undivided 1/3 interest and Stanley Rice as to an undivided 1/3 interest and Kenneth Krieger and Dorothy Kreiger, co-trustees of the Krieger Revocable Trust dated Aug. 29, 2000 as to an undivided 1/3 interest, as tenants in common releases and quitclaims to Arrowood Development LLC, Grantee, all of Grantor's rights, title and interest in 11.0 acres of Central Oregon Irrigation District ("COID") water rights that are appurtenant to Grantor's land listed in Exhibit A, attached hereto and incorporated hereto by reference. Grantee shall forthwith file a Temporary Instream Lease Application with Oregon Water Resources Department (OWRD), for said water and water rights. Said water and water rights shall remain leased instream until such time as Grantee elects to complete and submit to OWRD a transfer application for use of said water and water rights at a new location and/or use. No such transfer or sale of said water and water rights shall be allowed without the written consent of COID. Such consent shall be at the sole discretion of COID.

By this deed, Grantor hereby notifies any subsequent purchaser of the lands listed in Exhibit A, that Grantor, as the current owner of the subject land, has approved the removal (including a change in the place and type of use and point of diversion) of the water rights that are appurtenant to the subject land; and that upon completion of a transfer, with the consent of COID and Grantee, the subject land will no longer have the said appurtenant water rights. If an easement is required for the delivery of water rights to the lands listed in Exhibit A, and all water rights are being removed from the lands listed in Exhibit A, Grantor and Grantee hereby release any interest in and/or to said easement.

Grantee shall hereafter pay to COID, the District assessment and all other charges pertaining to the said 11.0 acres of water and water rights. Until such time as a transfer is approved by COID and OWRD, Grantor shall remain liable for any unpaid District assessment or charges pertaining to said 11.0 acres of water rights. Grantor and Grantee acknowledge the failure to pay District assessments or other charges pertaining to the 11.0 acres of water rights may result in the forfeiture of said water rights. Said water rights are further described as that portion of Certificate #76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located: 15-13-30 NW SE 600.

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Consideration for this Quitclaim: $9,900.00.

Grantor:

SEE ATTACHED SIGNATURE PAGES

_____ Date _____

William B. Curtis

State of _____, County of _____) ss:

This instrument was acknowledged before me on _____ by William B. Curtis.

_____
Notary Public

© Central Oregon Irrigation District 2005

T 10544 MP 113

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

MAIL TAX STATEMENT
TO: NO CHANGE

CENTRAL OREGON IRRIGATION DISTRICT

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, William B. Curtis, as to an undivided 1/3 interest and Stanley Rice as to an undivided 1/3 interest and Kenneth Krieger and Dorothy Kreiger, co-trustees of the Krieger Revocable Trust dated Aug. 29, 2000 as to an undivided 1/3 interest, as tenants in common releases and quitclaims to Arrowood Development LLC, Grantee, all of Grantor's rights, title and interest in 11.0 acres of Central Oregon Irrigation District ("COID") water rights that are appurtenant to Grantor's land listed in Exhibit A, attached hereto and incorporated hereto by reference. Grantee shall forthwith file a Temporary Instream Lease Application with Oregon Water Resources Department (OWRD), for said water and water rights. Said water and water rights shall remain leased instream until such time as Grantee elects to complete and submit to OWRD a transfer application for use of said water and water rights at a new location and/or use. No such transfer or sale of said water and water rights shall be allowed without the written consent of COID. Such consent shall be at the sole discretion of COID.

By this deed, Grantor hereby notifies any subsequent purchaser of the lands listed in Exhibit A, that Grantor, as the current owner of the subject land, has approved the removal (including a change in the place and type of use and point of diversion) of the water rights that are appurtenant to the subject land; and that upon completion of a transfer, with the consent of COID and Grantee, the subject land will no longer have the said appurtenant water rights. If an easement is required for the delivery of water rights to the lands listed in Exhibit A, and all water rights are being removed from the lands listed in Exhibit A, Grantor and Grantee hereby release any interest in and/or to said easement.

Grantee shall hereafter pay to COID, the District assessment and all other charges pertaining to the said 11.0 acres of water and water rights. Until such time as a transfer is approved by COID and OWRD, Grantor shall remain liable for any unpaid District assessment or charges pertaining to said 11.0 acres of water rights. Grantor and Grantee acknowledge the failure to pay District assessments or other charges pertaining to the 11.0 acres of water rights may result in the forfeiture of said water rights. Said water rights are further described as that portion of Certificate #76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located: 15-13-30 NW SE 600.

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

Consideration for this Quitclaim: $9,900.00. Grantee agrees to pay 2005 and any unpaid assessments or charges pertaining to said 11.0 acres of water rights

Grantor:

William B. Curtis Date 03-25-05 03.25.05

William B. Curtis

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

State of Oregon, County of Washington) ss:

This instrument was acknowledged before me on March 25 2005 by William B. Curtis.

SIGNATURE PAGE TO BE ATTACHED TO ORIGINAL DOCUMENT

Notary Public

OFFICIAL SEAL
SARAH SOOK
NOTARY PUBLIC-OREGON
COMMISSION NO. 382614
MY COMMISSION EXPIRES JULY 11, 2008

© Central Oregon Irrigation District 2005

T 10544 MP 113

Stanley D Rice Date 25 Mar 05

Stanley Rice

State of ALASKA, County of JUNEAU) ss:

This instrument was acknowledged before me on March 25, 2005 by Stanley Rice.

MARY E. SMITH My Commission Expires NOTARY PUBLIC STATE OF ALASKA

Mary E Smith

Notary Public

_____ Date _____

Kenneth Krieger, co-trustee of the Krieger Revocable Trust dated August 29, 2000

_____ Date _____

Dorothy Krieger, co-trustee of the Krieger Revocable Trust dated August 29, 2000

State of _____, County of _____) ss:

This instrument was acknowledged before me on _____ by Kenneth Krieger, co-trustee of the Krieger Revocable Trust dated August 29, 2000

_____

Notary Public

RECEIVED

FEB 22 2008

WATER RESOURCES DEPT
SALEM, OREGON

State of _____, County of _____) ss:

This instrument was acknowledged before me on _____ by Dorothy Krieger, co-trustee of the Krieger Revocable Trust dated August 29, 2000

_____

Notary Public

SIGNATURE PAGE TO BE ATTACHED TO ORIGINAL DOCUMENT

Kenneth J. Krieger Date 3/20/05

Kenneth Krieger, co-trustee of the Krieger Revocable Trust dated August 29, 2000

State of Oregon

County of Multnomah

This instrument was acknowledged before me on Kenneth J. Krieger by Kenneth Krieger as Co-Trustee of The Krieger Revocable Trust dated August 29, 2000.

Debbie J. Hull

Notary Public

OFFICIAL SEAL
DEBBIE J. HULL
NOTARY PUBLIC-OREGON
COMMISSION NO. 359858
MY COMMISSION EXPIRES JULY 29, 2006

_____ Date _____

Dorothy Krieger, co-trustee of the Krieger Revocable Trust dated August 29, 2000

State of _____

County of _____

This instrument was acknowledged before me on _____ by Dorothy Krieger as Co-Trustee of The Krieger Revocable Trust dated August 29, 2000.

_____

SIGNATURE PAGE TO BE ATTACHED TO ORIGINAL DOCUMENT

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

_____ Date _____
Stanley Rice

State of _____, County of _____) ss:

This instrument was acknowledged before me on _____ by Stanley Rice.

_____
Notary Public

_____ Date _____
Kenneth Krieger, co-trustee of the Krieger Revocable Trust dated August 29, 2000

Dorothy Krieger _____ Date March 29, 2005
Dorothy Krieger, co-trustee of the Krieger Revocable Trust dated August 29, 2000

State of _____, County of _____) ss:

This instrument was acknowledged before me on _____ by Kenneth Krieger, co-trustee of the Krieger Revocable Trust dated August 29, 2000

_____
Notary Public

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Alaska, ~~County of~~ First Judicial District) ss:

This instrument was acknowledged before me on March 29, 2005 by Dorothy Krieger, co-trustee of the Krieger Revocable Trust dated August 29, 2000

Teri Vease
Notary Public
My commission Expires 4/15/08

SIGNATURE PAGE TO BE ATTACHED TO ORIGINAL DOCUMENT

T 10544 MP 113

Grantee:

Arrowood Development, LLC Date 3/31/05

State of Oregon, County of Deschutes) ss.

This instrument was acknowledged before me on March 31, 2005 by John P. Lietz as Authorized Signer for Arrowood Development.

OFFICIAL SEAL
LAURA L GORDON
NOTARY PUBLIC-OREGON
COMMISSION NO. 361512
MY COMMISSION EXPIRES SEP. 23, 2006

Laura L Gordon
Notary Public

APPROVED:

Steven C. Johnson, Secretary-Manager Central Oregon Irrigation District Date 4-5-2005

State of Oregon, County of Deschutes) ss:

This instrument was acknowledged before me on April 5, 2005 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC - OREGON
COMMISSION NO. 354438
MY COMMISSION EXPIRES FEB. 5, 2006

Leslie Clark
Notary Public

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

SIGNATURE PAGE TO BE ATTACHED TO ORIGINAL DOCUMENT

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situated in a portion of the Southeast Quarter (SE1/4) of Section Thirty (30), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a ½" rod monumenting the East ¼ corner of Section 30, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, the initial point; thence North 89°48'56" West along the North line of the Southeast Quarter (SE1/4) of said Section 30, 2641.06 feet to the West line of the Northwest Quarter of said Southeast Quarter (NW1/4SE1/4); thence South 00°00'18" West along said West line, 528.41 feet to the centerline of SW Badger Avenue, a 60.00 foot wide road, 30.00 feet each side of centerline and the true point of beginning; thence South 80°33'01" East along said centerline, 306.39 feet to the beginning of a curve; thence 24.31 feet along the arc of a 150.00 foot radius curve left of said centerline forming a deflection angle of 09°17'09" and a long chord bearing South 85°11'35" East, 24.28 feet to the end of said curve; thence South 89°50'10" East along said centerline, 370.56 feet to a ½" pipe; thence South 00°10'01" West, 746.40 feet to a ½" pipe on the South line of said NW1/4SE1/4; thence North 89°49'59" West along said South line, 694.89 feet to the West line of said NW1/4SE1/4; thence North 00°00'18" East along said West line, 797.77 feet to the point of beginning.

EXCEPTING THEREFROM the right of Badger Avenue as shown on the official plat of said land.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

COPY

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

December 8, 2004
Title Number : 071891
Title Officer : DEBBY DAVIDSON
Fee : $150.00

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

See Attached Exhibit "A"

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

and dated as of November 30, 2004 at 7:30 a.m.

We find that the last deed of record runs to:

WILLIAM B. CURTIS, as to an undivided one-third (1/3) interest,
and
STANLEY RICE, as to an undivided one-third (1/3) interest
and
KENNETH KRIEGER and DOROTHY KRIEGER, CO-TRUSTEES OF THE KRIEGER REVOCABLE TRUST DATED AUGUST 29, 2000, as to an undivided one-third (1/3) interest, as tenants in common

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

NONE

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-004 Map and Tax Lot Number 15 13 30DB 00600
Account No. [redacted]

NOTE: The 2004-2005 Taxes: $1,081.42, Paid in full.

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

T 10544

2004 100 BEST

MP 113

T 10544

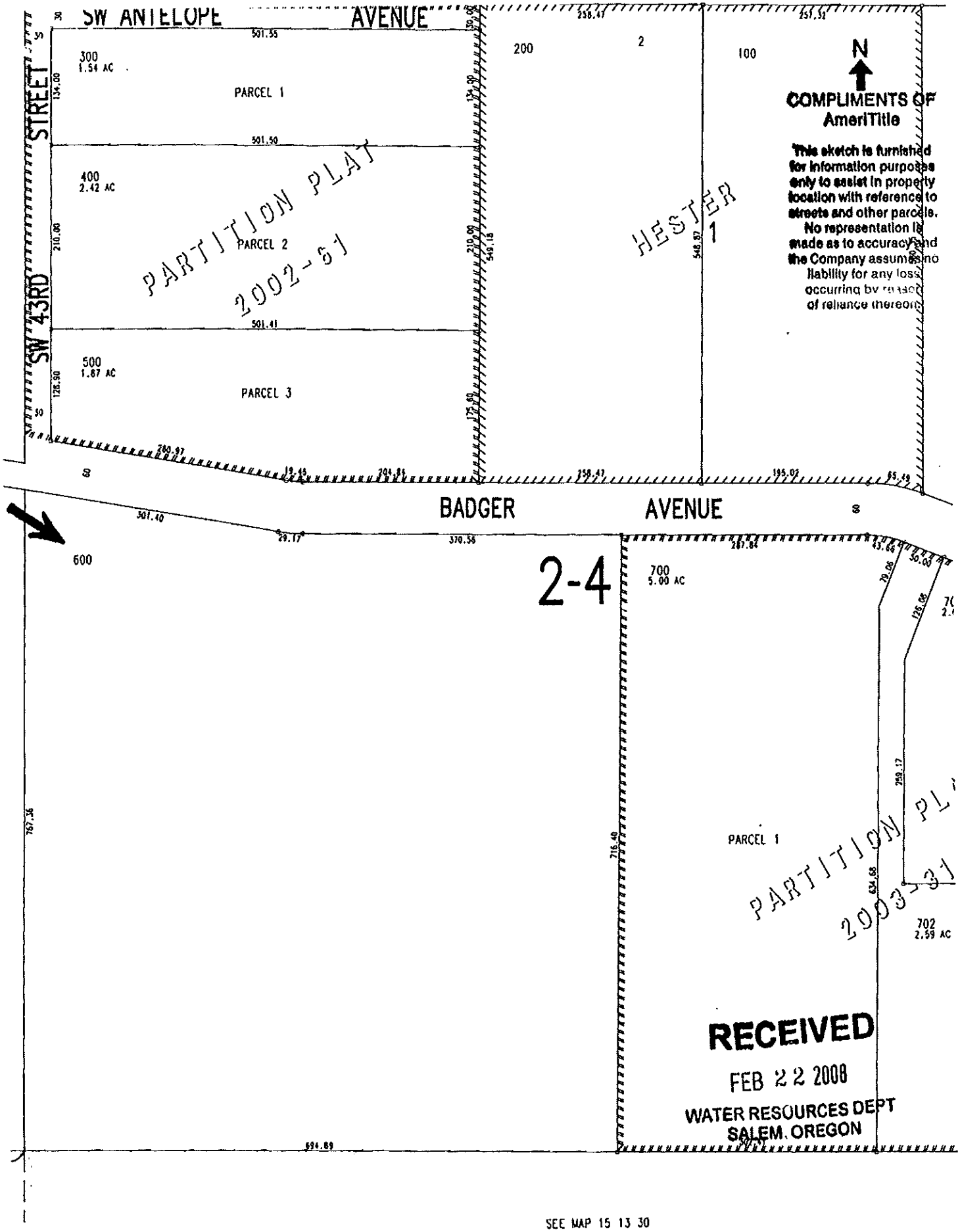
NOTE: This Irrigation District Report is being made with the understanding that it does not represent any form of title insurance and is not a commitment for a policy of insurance. The information provided herein is not a full examination of the subject property. Further, if any person, corporation or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

AmeriTitle

By: _____
Debby Davidson, Title Examiner
DD:kw

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON



T 10544 MP 113

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situated in a portion of the Southeast Quarter (SE1/4) of Section Thirty (30), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

TL 600

Commencing at a ½" rod monumenting the East ¼ corner of Section 30, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, the initial point; thence North 89°48'56" West along the North line of the Southeast Quarter (SE1/4) of said Section 30, 2641.06 feet to the West line of the Northwest Quarter of said Southeast Quarter (NW1/4SE1/4); thence South 00°00'18" West along said West line, 528.41 feet to the centerline of SW Badger Avenue, a 60.00 foot wide road, 30.00 feet each side of centerline and the true point of beginning; thence South 80°33'01" East along said centerline, 306.39 feet to the beginning of a curve; thence 24.31 feet along the arc of a 150.00 foot radius curve left of said centerline forming a deflection angle of 09°17'09" and a long chord bearing South 85°11'35" East, 24.28 feet to the end of said curve; thence South 89°50'10" East along said centerline, 370.56 feet to a ½" pipe; thence South 00°10'01" West, 746.40 feet to a ½" pipe on the South line of said NW1/4SE1/4; thence North 89°49'59" West along said South line, 694.89 feet to the West line of said NW1/4SE1/4; thence North 00°00'18" East along said West line, 797.77 feet to the point of beginning.

EXCEPTING THEREFROM the right of Badger Avenue as shown on the official plat of said land.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

COPY

VOL: 2000 PAGE: 50901
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES

*2000-50901 * Vol-Page Printed: 12/19/2000 09:14:07

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Dec. 19, 2000; 9:13 a.m.

RECEIPT NO: 29786

DOCUMENT TYPE: Deed

FEE PAID: $36.00

NUMBER OF PAGES: 2

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Mary Sue Penhollow

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

T 10544 MP113

2000-50901-1

After recording return to:
BethAnn B. Chapman
Faulkner Banfield, P.C.
302 Gold Street
Juneau, AK 99801

Until a change is requested, send tax statements to: No change

STATUTORY BARGAIN AND SALE DEED

KENNETH KRIEGER ("Grantor") conveys to KENNETH KRIEGER AND DOROTHY KRIEGER, CO-TRUSTEES OF THE KRIEGER REVOCABLE TRUST DATED AUGUST 29, 2000 ("Grantee"), all of Grantor's undivided one-third (1/3) tenancy in common interest in the real property located in Deschutes County, Oregon, legally described on the attached Exhibit A.

The true and actual consideration for this conveyance is none.

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

DATED Nov 21st, 2000.

Kenneth J Krieger
Kenneth Krieger

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on this 21st day of November, 2000, by KENNETH KRIEGER.

Notary Public for the State of Alaska
My Commission Expires) 5/25/04

F:\DATA\WP51\20836\quitclaim deed Oregon.doc

STATE OF ALASKA
OFFICIAL SEAL
Bethann Boudah Chapman
NOTARY PUBLIC
My Commission Expires 5/25/04

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP-113

THE LAW FIRM OF
FAULKNER BANFIELD
A PROFESSIONAL CORPORATION
302 GOLD STREET • JUNEAU, ALASKA 99801
PHONE (907) 586-2210 • FAX (907) 586-8090

2000-50901-2

EXHIBIT A

A parcel of land situate in a portion of the Southeast Quarter (SE1/4) of Section 30, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a ½" rod monumenting the East ¼ corner of Section 30, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, the initial point; thence N. 89°48'56" W. along the North line of the Southeast Quarter (SE1/4) of said Section 30 – 2641.06 feet to the West line of the Northwest Quarter of said Southeast Quarter (NW1/4 SE1/4); thence S.00°00'18" W. along said West line – 528.41 feet to the centerline of SW. Badger Avenue, a 60.00 foot wide road, 30.00 feet each side of centerline, and the True Point of Beginning; thence S.80°33'01" E. along said centerline – 306.39 feet to the beginning of a curve; thence 24.31 feet along the arc of a 150.00 foot radius curve left of said centerline forming a deflection angle of 09°17'09 and a long chord bearing S.85°11'35" E. – 24.28 feet to the end of said curve; thence S89°50'10" E. along said centerline – 370.56 feet to a ½" pipe; thence S.00°10'01" W. – 746.40 feet to a ½" pipe on the South line of said Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4)); thence N.89°49'59" W. along said South line – 694.89 feet to the West line of said Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4); thence N.00°00'18" E. along said West line – 797.77 feet to the point of beginning.

TL 600

F:\DATA\WP51\20836\quitclaim deed Oregon.doc

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

THE LAW FIRM OF
FAULKNER BANFIELD
A PROFESSIONAL CORPORATION
302 GOLD STREET • JUNEAU, ALASKA 99801
PHONE (907) 586-2210 • FAX (907) 586-8090

T 10544 MP 113

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-52823

$51.00

00483893200600528230050051

08/01/2006 03:48:18 PM

D-D Cnt=1 Stn=3 PAM
$25.00 $11.00 $10.00 $5.00

TH

5

5

After recording return to:
Central Oregon Investment C/O Doug
PO Box 1169
Prineville, OR 97754

Until a change is requested all tax statements shall be sent to the following address:
Central Oregon Investment C/O Doug
PO Box 1169
Prineville, OR 97754

File No.: 7062-832927 (KM)
Date: July 21, 2006

Evidence of ownership at time of [illegible] of water right

(Title co rpt older than 3 months)

STATUTORY WARRANTY DEED
(signed in counterpart)

William B Curtis and Stanley Rice and Kenneth Krieger and Dorothy Krieger, Co-Trustees of the Krieger Revocable Trust dated August 29, 2000, each as to an undivided 1/3 interest, Grantor, conveys and warrants to **James L. Neal, Gold Beach Investment Group, LLC and Central Oregon Investments, LLC,** Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

See Exhibit "A" attached hereto and made a part hereof

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

This property is free from liens and encumbrances, EXCEPT:

1. The **2006-2007** Taxes, a lien not yet payable.
2. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **$2,326,000.00.** (Here comply with requirements of ORS 93.030)

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

T 10544 MP113

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

Dated this 26 day of July, 2006

~~William B. Curtis~~

Stanley D Rice
Stanley Rice

Krieger Revocable Trust

~~Kenneth Krieger, Co-Trustee~~

~~Dorothy Krieger, Co-Trustee~~

STATE OF Alaska)
)ss.
County of Juneau)

This instrument was acknowledged before me on this 26 day of July, 2006 by ~~William B. Curtis and~~ Stanley Rice ~~and Kenneth Krieger and Dorothy Krieger, Co-Trustees of the Krieger Revocable Trust~~.

Amanda Coate
Notary Public for Alaska
My commission expires: 8/19/08

State of Alaska
OFFICIAL SEAL
Amanda Coate
NOTARY PUBLIC
My Commission Expires 8/19/08

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

T 10544 MP 113

Date: **May 25, 2006**

File No.: **7062-832927 (KM)**

EXHIBIT 'A'

LEGAL DESCRIPTION:

TL 600

COMMENCING AT A ½" ROD MONUMENTING THE EAST QUARTER CORNER OF SECTION 30, TOWNSHIP 15 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, THE INITIAL POINT; THENCE NORTH 89°48'56" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 30 - 2641.06 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER (NW1/4 SE1/4); THENCE SOUTH 00°00'18" WEST ALONG SAID WEST LINE - 528.41 FEET TO THE CENTERLINE OF SW. BADGER AVENUE, A 60.00 FOOT WIDE ROAD, 30.00 FEET EACH SIDE OF CENTERLINE, AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 80°33'01" EAST ALONG SAID CENTERLINE- 306.39 FEET TO THE BEGINNING OF A CURVE; THENCE 24.31 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE LEFT OF SAID CENTERLINE FORMING A DEFLECTION ANGLE OF 09°17'09 AND A LONG CHORD BEARING SOUTH 85°11'35" EAST - 24.28 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°50'1 0" EAST ALONG SAID CENTERLINE - 370.56 FEET TO A ½" PIPE; THENCE SOUTH 00°10'01" WEST - 746.40 FEET TO A ½" PIPE ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW 1/4 SE1/4); THENCE NORTH 89°49'59" WEST ALONG SAID SOUTH LINE - 694.89 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4 SE1/4); THENCE NORTH 00°00'1 8" EAST ALONG SAID WEST LINE - 797.77 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE RIGHT OF BADGER AVENUE AS SHOWN ON THE OFFICIAL PLAT.

RECEIVED

FEB 22 2008

WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

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

Dated this 21 day of July, 2006.

William B. Curtis
William B Curtis

~~Stanley Rice~~

Krieger Revocable Trust

~~Kenneth Krieger, Co-Trustee~~

~~Dorothy Krieger, Co-Trustee~~

STATE OF Oregon)
)ss.
County of Multnomah)

This instrument was acknowledged before me on this 26th day of July, 2006 by **William B Curtis** ~~and Stanley Rice and Kenneth Krieger and Dorothy Krieger, Co-Trustees of the Krieger Revocable Trust~~.

Debbie J. Hull

Notary Public for Oregon
My commission expires: 7/29/06

OFFICIAL SEAL
DEBBIE J. HULL
NOTARY PUBLIC-OREGON
COMMISSION NO. 359858
MY COMMISSION EXPIRES JULY 29, 2006

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 NP 113

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

Dated this 26 day of July, 2006.

~~William B Curtis~~ ~~Stanley Rice~~

Krieger Revocable Trust

Kenneth Krieger, Co-Trustee

Dorothy Krieger, Co-Trustee

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

STATE OF ARIZONA)
)ss.
County of PINAL)

This instrument was acknowledged before me on this 26 day of July, 2006 by ~~William B Curtis and Stanley Rice and~~ **Kenneth Krieger and Dorothy Krieger, Co-Trustees of the Krieger Revocable Trust.**

Susanne G. Maxfield

Notary Public for Tucson AZ
My commission expires: 1/31/2009

SUSANNE G. MAXFIELD
NOTARY PUBLIC -- ARIZONA
PIMA COUNTY
My Commission Expires
January 31, 2009

T 10544 NP 113

COPY

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Short-Term Lease of Existing Water Rights for Instream Use and Preliminary and Final Award of Mitigation Credits, Certificates 76358 and 76714, Deschutes County	)))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE and MITIGATION CREDIT PROJECT

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating short-term instream lease applications.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Lessor #1
Arrowood Development
250 NW Franklin Ave., Suite 203
Bend, OR 97701

Central Oregon Irrigation District (COID)
2598 N Hwy. 97
Redmond, OR 97756
transfers@coid.org

Lessor #2
Central Oregon Irrigation District (COID)
2598 N Hwy. 97
Redmond, OR 97756
transfers@coid.org

Lessee
Deschutes Water Exchange (DWE) Mitigation Bank
PO Box 1560
Bend, OR 97709
danielle@deschutesrc.org

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Findings of Fact

1. Arrowood Development, COID and the DWE Mitigation Bank filed an application to lease a portion of Certificates 76358 and 76714 to instream use. The Department assigned the application number L-640.

2. Interest in the portion of the water rights to be leased instream has been quit claimed from the original land owners. The lease application form identifies Arrowood as the interest holder in the water rights. However, individual quit claim deeds submitted with the application

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

T 10544 MP:1:1.3

Quantity: 906.27 AF. This right does not have a rate limitation.
Source: Crane Prairie Reservoir, tributary to the Deschutes River
Place of Use: Same as described for certificate 76358

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
17 S	12 E	WM	29	SE NE	COID North Canal – 850 feet North & 630 feet West from the E ¼ corner of Section 29
21 S	8 E	WM	17	NE NE	Crane Prairie Reservoir Dam

4. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

5. The instream use has been modified from the lease application to prevent injury and enlargement and is as follows:
Deschutes River
Tributary to the Columbia River in the Deschutes Basin

Instream Reach: From COID North Canal POD (as described in Finding of Fact #2) to Lake Billy Chinook

Certificate	Source	Priority Date	Instream Rate (cfs)	Period Protected Instream
76358 primary	Deschutes R	10/31/1900	Season 1: 0.629 CFS Season 2: 0.838 CFS Season 3: 1.106 CFS	April 1 – Oct. 26
		12/2/1907	Season 3: 0.446 CFS	
76714 supplemental	Crane Prairie Reservoir	2/28/1913	Up to 88.74 AF (Sufficient quantities may be protected instream to make up any deficiency of the primary right)	April 1 – Oct. 26

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

6. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

7. Certificate 76714 is supplemental to certificate 76358. The portion of certificate 76714 being leased instream shall only be protected instream if the full rate and duty under certificate 76358 are not available during the period for which water is being leased instream.

8. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

T 10544 MP 113

Water Mitigation Rules, OAR Chapter 690, Division 505, within the **General and Middle Deschutes River** zones of impact.

17. The mitigation credits expire on December 31, 2009, unless the lease agreement is terminated earlier by the Lessors and the Lessee.

18. The use and maintenance of the mitigation credits is subject to the terms and conditions of the Deschutes Water Exchange Mitigation Bank Charter.

19. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of the Final Order approving the proposed instream lease shall result in completion of the project and verification that the project is complete.

20. No precedent is set by this Final Order as to the amount of mitigation credits that may be generated by a subsequent mitigation credit project.

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease agreement conforms to the applicable provisions of OAR 690-077-0015.

This mitigation project results in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

ORDER

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Therefore, it is ORDERED:

1. That the Short-Term Lease as described herein is APPROVED.

2. The former place of use shall no longer receive water as part of these rights during the term of the lease.

3. The lease shall terminate on October 31, 2009. The lessor shall have the option of terminating the lease with written notice to the Department provided to both the Salem office and Watermaster office. Written notice of termination of a lease must be provided by all lessors and the lessee. The written notice to Salem office must include original signatures. The notice to the Watermaster office may be made by fax or e-mail. The lease may be terminated at any time during a calendar year. However, if the termination request is received after the period of allowed use has begun for the water right(s) being leased, water may not be used under the right(s) leased until the following calendar year.

4. **Final Award of Deschutes Basin Mitigation Credits:** Issuance of this Final Order results in completion of the project and verification by the Department that the project is complete. The Department concludes that the mitigation credit project is awarded mitigation credits, as described above, pursuant to OAR 690-521-0400 and ORS 537.746. Mitigation Credits, in the amount of **164.6** credits, as described herein, are awarded to this mitigation project and assigned to the Deschutes Water Exchange Mitigation Bank. Mitigation Credits may be used

T 10544
MP 113

Water Right Transfer Supplemental Form A
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,
mailing address 2598 N. Hwy 97; Redmond, OR 97756
telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

☒ Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application, or

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation ☐ Professional expertise

3. My knowledge is specific to the use of water at the following locations:

Township	Range	Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
15 S	13 E	WM	30	NW SE	T.L.# 600	11.0

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

(continues on reverse side)

Please print legibly or type. Be as specific as possible. Attach additional pages if you need more space. Supporting documentation must be attached.

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

Irrigation of pasture grass

5. The water delivery system used to apply water as authorized by the right is described below:

Delivered off of Weir B-0-3, 5 HP pump to 3 inch wheel line

6. One or more of the following documentation supporting the above statements is attached:

- ☐ Copy of a water right certificate that was issued within the last five years (not a remaining right certificate),
- ☐ Copies of receipts from sales of irrigated crops or for expenditures relating to the use of water,
- ☒ Records such as Farm Service Agency crop reports, irrigation district records, an NRCS farm management plan, or records of other water suppliers,
- ☐ Dated aerial photographs of the lands or other photographs containing sufficient detail to establish the location and date of the photograph,
- ☐ Dedicated power usage records or receipts,
- ☐ Other: _____

Cary D. Penhallow
Signature of Affiant

2/8/05
Date

Signed and sworn to (or affirmed) before me this 8th day of February, 2005.

Leslie Clark
Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC - OREGON
COMMISSION NO. 354438
MY COMMISSION EXPIRES FEB. 5, 2006

My Commission Expires: Feb. 5, 2006

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Please print legibly or type. Be as specific as possible. Attach additional pages if you need more space. Supporting documentation must be attached.

BENEFICIAL USE SITE REPORT
REPORT YEAR 2004

Property Owner: William Curtis et al

Property Tax Map: 15-13-30 NW SE 600

Address: _____

☐ Number of Acres reported dry_____

☐ Interviewed Patron (who and date) _____

☐ Evidence of Use provided by Patron _____

X Discussed with Patrolman: Patrolman report based on visual exam periodically each season

☐ Visual review of Property (date): visual exam periodically each season

☐ Actual number of acres dry_____

☐ Actual numbers of acres in use: 11.0 acres in 2002

☐ Neighbor(s) interviewed (who and date)_____

_____

X Discussed options with Patron: Use_____ Lease Instream_____ Transfer XX

☐ What measures are now needed?

Talk with water right user _____

Follow up in _____ weeks/days

Re-visit site on _____

NOTES: Patrolman John Hargrove observed the 11.0 acres irrigated as pasture grass in 2002. Land was reported as dry in 2003 & 2004.

Patrolman report on file

Inspected by: COID Patrolman John Hargove Date: August 2004

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

CENTRAL OREGON IRRIGATION DISTRICT

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2007-47206
$31.00
08/29/2007 09:35:40 AM
D-D Cnt=1 Stn=2 CE
$5.00 $11.00 $10.00 $5.00

COPY

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

MAIL TAX STATEMENT
TO: NO CHANGE

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

Grantor, Arrowood Development, LLC, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the vested owner of water rights appurtenant to the lands described as Antler Ridge Phase 1 & 2, a parcel of land located in the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Seventeen (17), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon ("Subject Lands") , release their claim and responsibility for 14.70 acres of COID water rights that are appurtenant to the Subject Lands, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 14.70 acres of water rights incurred.

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

Consideration for this Quitclaim: $14,631.00

15-13-17 Tax Lots
NW NW 1302
1304
1306
1307
1308
-Antler Ridge
Phase 1 & 2

Grantor:

Arrowood Development, LLC Date 8-15-07

OFFICIAL SEAL
AMY OATMAN
NOTARY PUBLIC-OREGON
COMMISSION NO. 393761
MY COMMISSION EXPIRES JUNE 12, 2009

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on August 15, 2007 by John P. [illegible] Arrowood Development, LLC.

Amy Oatman
Notary Public

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Grantee:

Steven C. Johnson, Secretary-Manager Central Oregon Irrigation District Date 21 August, 2007

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on August 21, 2007 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

Leslie Clark
Notary Public

© Central Oregon Irrigation District 2007

T 10544 MP 113

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY.

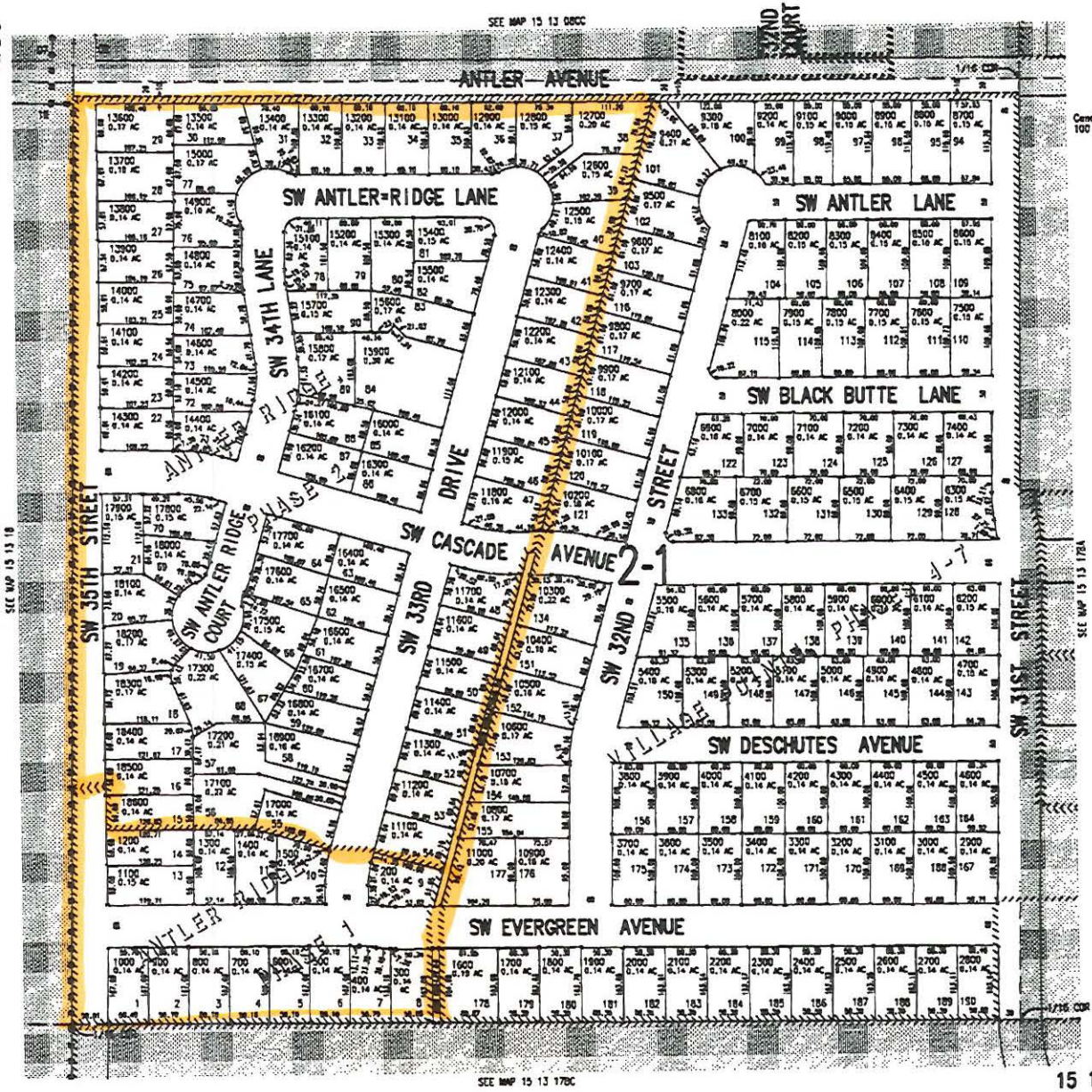
REVISED: 08/15/2007

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

NW1/4 NW1/4 SEC. 17 T.15S. R.13E. W.M.
DESCHUTES COUNTY
1" = 100'

Checked Co. Website to Verify - OK

15 13 17BB



15 13 17BB

T 10544 MP113

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2008-35859
$46.00
05/24/2008 01:34:49 PM
D-D Cnt=1 Stn=28 SHIRLEY
$20.00 $11.00 $10.00 $5.00

COPY

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

MAIL TAX STATEMENT
TO: NO CHANGE

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Chet Antonsen as to Parcel I and Parcel II and Parcel V; Floyd C. Antonsen aka Chet Antonsen as to Parcel III and Parcel IV, releases and quitclaims to Arrowood Development, LLC, Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 14.70 acres of Central Oregon Irrigation District ("COID") water rights that are appurtenant to the lands listed in Exhibit A, to Grantee. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31, 1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-17 NW NW 1302 (6.70 acres irrigation); 15-13-17 NW NW 1304 (2.0 acres irrigation); 15-13-17 NW NW 1306 (1.0 acres irrigation); 15-13-17 NW NW 1307 (4.0 acres irrigation); 15-13-17 NW NW 1308 (1.0 acres irrigation) and more particularly described as in Exhibit A, attached, and incorporated by this reference.

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

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the 14.70 acres of water rights incurred.

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

Consideration for this Quitclaim: True and Valuable Consideration

Grantor: _____ Date 4-28-06
Chet Antonsen

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on April 28, 2006 by Chet Antonsen.

_____
Notary Public

OFFICIAL SEAL
JANET S READ
NOTARY PUBLIC – OREGON
COMMISSION NO. 403492
MY COMMISSION EXPIRES APRIL 23, 2010

T 10544 MP 113

Grantee:

[signature] - President Date 5-1-06

Arrowood Development LLC

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 1, 2006 by Leah Witmer as Office Manager for Arrowood Development LLC.

[signature]
Notary Public

OFFICIAL SEAL
LEAH WITMER
NOTARY PUBLIC-OREGON
COMMISSION NO. 380935
MY COMMISSION EXPIRES MAY 19, 2008

Approved:

[signature] Date 2 May, 2006

Steven C. Johnson Secretary-Manager Central Oregon Irrigation District

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 2, 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

[signature]
Notary Public

[illegible] OREGON
[illegible] 401007
MY [illegible] FEB 05 2010

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

© Central Oregon Irrigation District 2006

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I

In Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon: Section Seventeen (17): The North Half of the Northwest Quarter of the Northwest Quarter (N1/2NW1/4NW1/4), lying and being Westerly of the Central Oregon Irrigation District lateral C-5 running through said premises.

TL 1302

EXCEPTING a parcel of land in a portion of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section 17, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Commencing at the Northwest corner of said Section 17, marked by a brass cap, the initial point; thence South 00°18'58" West, along the West line of the said Section 17, 670.33 feet to a ½" pipe; thence North 89°52'20" East, along an existing fence line, 263.00 feet to the point of beginning, marked by a ½" pipe; thence North 00°18'58" East, 140.00 feet; thence South 89°59'04" East, parallel to the North line of the Northwest Quarter (NW1/4), 414.83 feet to the Center line of the Central Oregon Irrigation District's sub-lateral "C-5"; thence South 10°32'22" West, along the center line of said "C-5", 143.76 feet; thence South 89°52'16" West, along the existing fence line, 379.05 feet to the point of beginning.

TL 1308 excepted

ALSO EXCEPTING THEREFROM that portion dedicated to the public by Declaration of Dedication recorded July 11, 1980, in Book 324, Page 769, of Deschutes County Deed Records.

Need copy of this

Probably Antler Ave.

PARCEL II

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

Section 17: A tract of land lying in the South Half of the Northwest Quarter of the Northwest Quarter (S1/2NW1/4NW1/4) of Section 17 more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 17; thence North 00°20'02" East, along the West line of said Section 17, 329.51 feet to the true point of beginning for this description; thence North 85°12'00" East, 408.60 feet; thence North 2° 18'29" West 296.21 feet to the North line of the South Half of the Northwest Quarter of the Northwest Quarter of said Section 17; thence North 89°59'07" West along said North line, 393.31 feet to the West line of said Section 17; thence South 00°20'03" West along the said West line, 330.27 feet to the true point of beginning.

TL 1304

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

PARCEL III

A tract of land lying in the South Half of the Northwest Quarter of the Northwest Quarter (S1/2NW1/4NW1/4) of Section Seventeen (17) South, Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at the Southwest corner of the NW1/4NW1/4 of Section 17; thence North 0°20'03" East, along the West line of said Section 17, 329.51 feet; thence North 85°12'00" East, 408.60 feet to the Point of Beginning for this description; thence North 2°18'29" West, 296.21 feet to the North line of the S1/2NW1/4NW1/4 of said Section 17; thence South 89°59'07" East, along said North line, 241.35 feet to the Westerly right of way line of the Central Oregon Irrigation sub-lateral C-5; thence South 15°12'44" West, along said right of way line, 287.42 feet; thence South 85°12'00" West, 152.97 feet to the Point of Beginning.

TL 1306

PARCEL IV

A tract of land lying in the South Half of the Northwest Quarter of the Northwest Quarter of Section Seventeen (17), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the Southwest Corner of the NW1/4 of the NW1/4 of said Section 17; thence North 00°20'03 East, along thw West line of said Section 17, 329.51 feet; thence North 85°12'00" East 561.57 feet to the westerly right of way line of the Central Oregon Irrigation sublateral C-5; thence South 15°12'44" West, along said right of way line, 231.97 feet; thence continuing along said right of way line, South 0°31'17" East, 152.45 feet to the South line of the NW1/4 of the NW1/4 of said Section 17; thence South 89°58'37" West, along said South line, 502.04 feet to the point of beginning.

TL 1307

EXCEPTING therefrom that portion dedicated to the City of Redmond, recorded March 18, 2004, in Volume 2004, Page 14593, Deschutes County Records.

Evergreen Avenue?

PARCEL V

Need Copy

A parcel of land in a portion of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section Seventeen (17), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at the Northwest corner of said Section 17, marked by a brass cap, the initial point; thence South 00°18'58" West, along the West line of the said Section 17, 670.33 feet to a 1/2" pipe; thence North 89°52'20" East, along an existing fence line 263.00 feet to the point of beginning, marked by a 1/2" pipe; thence North 00°18'58" East, 140.00 feet; thence South 89°59'04" East, parallel to the North line of the Northwest Quarter (NW1/4), 414.83 feet to the center line of the Central Oregon Irrigation District's sub-lateral "C-5"; thence South 10°32'22" West, along the center line of said "C-5", 143.76 feet; thence South 89°52'16" West, along an existing fence line 379.05 feet to the point of beginning.

TL 1308

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

COPY

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

July 21, 2005
Report #2
Title Number : 078865
Title Officer : DEBBY DAVIDSON

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

See Attached Exhibit "A"

Dated as of July 6, 2005 at 7:30 a.m.

We find that the last deed of record runs to:

CHET ANTONSEN as to Parcel I and Parcel II and Parcel V
FLOYD C. ANTONSEN AKA CHET ANTONSEN as to Parcel III and Parcel IV

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $453,750.00
   Dated: November 13, 2003
   Recorded: November 20, 2003
   Volume-Page: 2003-80272, Deschutes County Records
   Grantor: Chet Antonsen, a married man as his sole and separate property
   Trustee: First American Title Insurance Company of Oregon
   Beneficiary: Mortgage Electronic Registration Systems, Inc.
   MIN: 1001863-0000005981-4
   (PARCEL I)

2. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $247,500.00
   Dated: November 13, 2003
   Recorded: November 20, 2003
   Volume-Page: 2003-80288, Deschutes County Records
   Grantor: Chet Antonsen, a married man as his sole & separate property
   Trustee: Western Title & Escrow Company
   Beneficiary: Mortgage Electronic Registration Systems, Inc.
   MIN: 1001863-0000005982-2
   (PARCEL II)

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

2004 Oregon Business 100 BEST

T 10544 MP 113

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 17 00 01302
Account No. [redacted]
(PARCEL I)

6. The 2004-2005 Taxes: $3,442.88, plus interest, UNPAID.

7. The 2005-2006 Taxes: A lien not yet due or payable.

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 17 00 01304
Account No. [redacted]
(PARCEL II)

8. The 2004-2005 Taxes: $3,764.86, plus interest, UNPAID.
(Includes $1,646.77, Unzoned Farm Disqualification Add.)

9. The 2005-2006 Taxes: A lien not yet due or payable.

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 17 00 01306
Account No. [redacted]
(PARCEL III)

10. The 2004-2005 Taxes: $830.71, plus interest, UNPAID.

11. The 2005-2006 Taxes: A lien not yet due or payable.

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 17 00 01307
Account No. [redacted]
(PARCEL IV)

12. The 2004-2005 Taxes: $3,608.40, (Balance Due $492.13, plus interest, UNPAID).
(Includes $3,053.95, Unzoned Farm Disqualification Add.)

13. The 2005-2006 Taxes: A lien not yet due or payable.

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 17 00 01308
Account No. [redacted]
(PARCEL V)

14. The 2004-2005 Taxes: $1,771.15, plus interest, UNPAID.

15. The 2005-2006 Taxes: A lien not yet due or payable.

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

AmeriTitle

By: _____
Debby Davidson, Title Examiner
DD:cl/kw

Report #2: Supplemented to correct city lien note.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

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

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I

In Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon: Section Seventeen (17): The North Half of the Northwest Quarter of the Northwest Quarter (N1/2NW1/4NW1/4), lying and being Westerly of the Central Oregon Irrigation District lateral C-5 running through said premises. TL 1308

EXCEPTING a parcel of land in a portion of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section 17, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Commencing at the Northwest corner of said Section 17, marked by a brass cap, the initial point; thence South 00°18'58" West, along the West line of the said Section 17, 670.33 feet to a ½" pipe; thence North 89°52'20" East, along an existing fence line, 263.00 feet to the point of beginning, marked by a ½" pipe; thence North 00°18'58" East, 140.00 feet; thence South 89°59'04" East, parallel to the North line of the Northwest Quarter (NW1/4), 414.83 feet to the Center line of the Central Oregon Irrigation District's sub-lateral "C-5"; thence South 10°32'22" West, along the center line of said "C-5", 143.76 feet; thence South 89°52'16" West, along the existing fence line, 379.05 feet to the point of beginning. TL 1308 excepted

ALSO EXCEPTING THEREFROM that portion dedicated to the public by Declaration of Dedication recorded July 11, 1980, in Book 324, Page 769, of Deschutes County Deed Records. Need This

PARCEL II

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

Section 17: A tract of land lying in the South Half of the Northwest Quarter of the Northwest Quarter (S1/2NW1/4NW1/4) of Section 17 more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 17; thence North 00°20'02" East, along the West line of said Section 17, 329.51 feet to the true point of beginning for this description; thence North 85°12'00" East, 408.60 feet; thence North 2° 18'29" West 296.21 feet to the North line of the South Half of the Northwest Quarter of the Northwest Quarter of said Section 17; thence North 89°59'07" West along said North line, 393.31 feet to the West line of said Section 17; thence South 00°20'03" West along the said West line, 330.27 feet to the true point of beginning. TL 1304

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP113

PARCEL III

A tract of land lying in the South Half of the Northwest Quarter of the Northwest Quarter (S1/2NW1/4NW1/4) of Section Seventeen (17) South, Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at the Southwest corner of the NW1/4NW1/4 of Section 17; thence North 0°20'03" East, along the West line of said Section 17, 329.51 feet; thence North 85°12'00" East, 408.60 feet to the Point of Beginning for this description; thence North 2°18'29" West, 296.21 feet to the North line of the S1/2NW1/4NW1/4 of said Section 17; thence South 89°59'07" East, along said North line, 241.35 feet to the Westerly right of way line of the Central Oregon Irrigation sub-lateral C-5; thence South 15°12'44" West, along said right of way line, 287.42 feet; thence South 85°12'00" West, 152.97 feet to the Point of Beginning.

TL 1306

PARCEL IV

A tract of land lying in the South Half of the Northwest Quarter of the Northwest Quarter of Section Seventeen (17), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the Southwest Corner of the NW1/4 of the NW1/4 of said Section 17; thence North 00°20'03 East, along thw West line of said Section 17, 329.51 feet; thence North 85°12'00" East 561.57 feet to the westerly right of way line of the Central Oregon Irrigation sublateral C-5; thence South 15°12'44" West, along said right of way line, 231.97 feet; thence continuing along said right of way line, South 0°31'17" East, 152.45 feet to the South line of the NW1/4 of the NW1/4 of said Section 17; thence South 89°58'37" West, along said South line, 502.04 feet to the point of beginning.

TL 1307

EXCEPTING therefrom that portion dedicated to the City of Redmond, recorded March 18, 2004, in Volume 2004, Page 14593, Deschutes County Records.

Need This

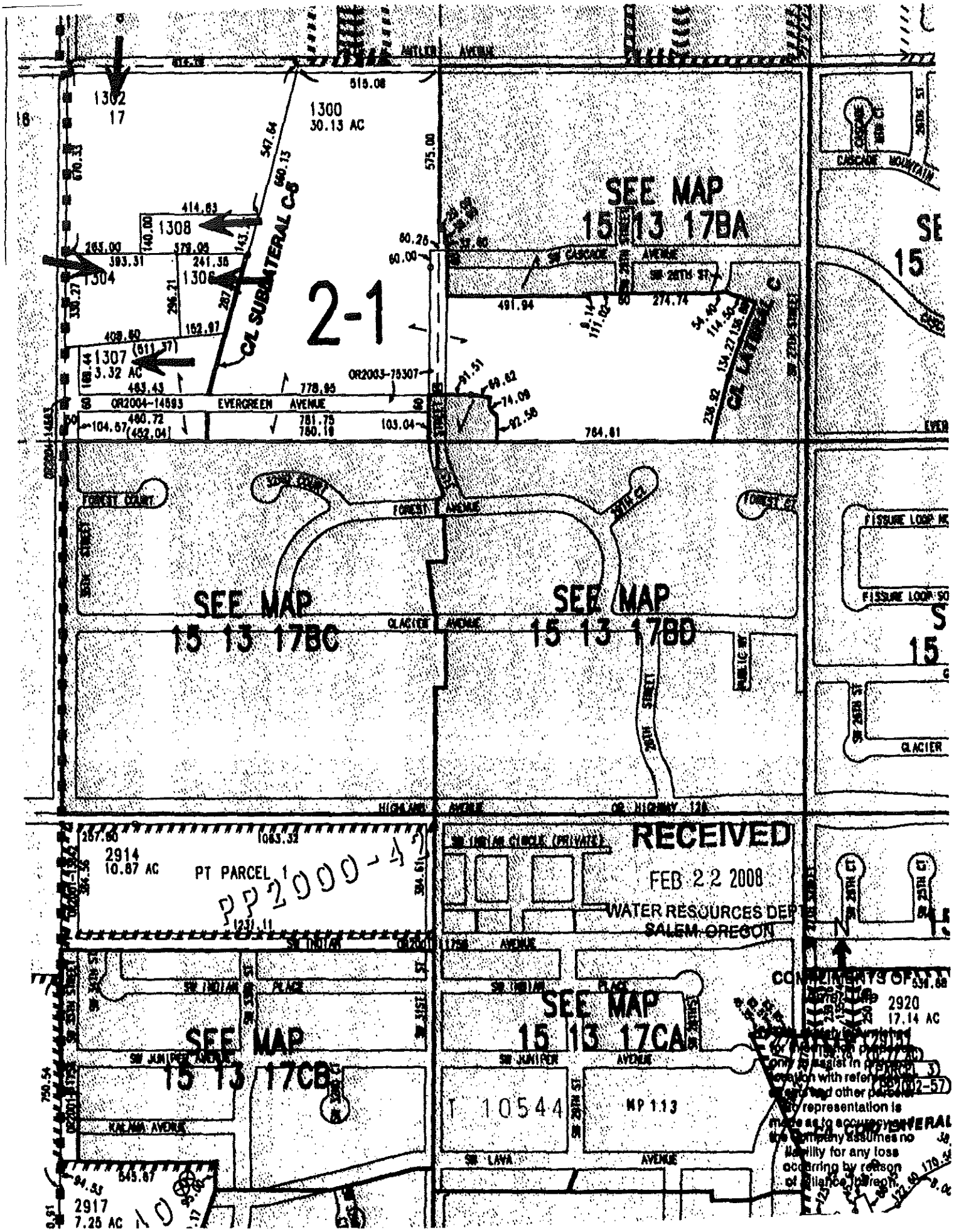
PARCEL V

A parcel of land in a portion of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section Seventeen (17), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at the Northwest corner of said Section 17, marked by a brass cap, the initial point; thence South 00°18'58" West, along the West line of the said Section 17, 670.33 feet to a 1/2" pipe; thence North 89°52'20" East, along an existing fence line 263.00 feet to the point of beginning, marked by a 1/2" pipe; thence North 00°18'58" East, 140.00 feet; thence South 89°59'04" East, parallel to the North line of the Northwest Quarter (NW1/4), 414.83 feet to the center line of the Central Oregon Irrigation District's sub-lateral "C-5"; thence South 10°32'22" West, along the center line of said "C-5", 143.76 feet; thence South 89°52'16" West, along an existing fence line 379.05 feet to the point of beginning.

TL 1308

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON



ANTLER AVENUE
1302
17
1300
30.13 AC
515.08
575.00
547.64
660.13
C/L SUBLATERAL C-8
414.63
1308
140.00
265.00
393.31
379.05
241.35
1304
1306
330.27
296.21
287
152.97
408.60
1307
(511.37)
3.32 AC
463.43
778.95
OR2003-75307
OR2004-14593
EVERGREEN AVENUE
104.67
460.72
(452.04)
781.75
780.19
103.04
2-1
SEE MAP
15 13 17BA
SW CASCADE AVENUE
SW 28TH ST
491.94
274.74
C/L LATERAL C
764.61
CASCADE MOUNTAIN
FOREST COURT
FOREST AVENUE
FOREST CT
SEE MAP
15 13 17BC
SEE MAP
15 13 17BD
GLACIER AVENUE
28TH STREET
PUBLIC WY
FISSURE LOOP
GLACIER
HIGHLAND AVENUE
OR HIGHWAY 126
257.60
1063.32
2914
10.87 AC
PT PARCEL 1
PP2000-42
1231.11
SW INDIAN CIRCLE (PRIVATE)
RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON
SW INDIAN AVENUE
SW INDIAN PLACE
SEE MAP
15 13 17CA
SEE MAP
15 13 17CB
SW JUNIPER AVENUE
KALAMA AVENUE
T 10544
MP 113
SW LAVA AVENUE
545.67
2917
7.25 AC
2920
17.14 AC
CONTINENTS OF

7069.297283 JT

36
17

N/N

WARRANTY DEED -- STATUTORY FORM

RICHARD SCORZA, Grantor, conveys and warrants to CHET ANTONSEN, Grantee, the following described real property, free of encumbrances except as specifically set forth herein, to wit:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

Tax Account No(s): [redacted]
Map/Tax Lot No(s): 15-13-17-00-1302

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

The true consideration for this conveyance is PAID BY AN ACCOMMODATOR PURSUANT TO AN IRC 1031 EXCHANGE.

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

Dated this 17th day of November, 2003.

RICHARD SCORZA

STATE OF OREGON, COUNTY OF DESCHUTES) ss.

This instrument was acknowledged before me on November 17, 2003 by RICHARD SCORZA.

(Notary Public for Oregon)
My commission expires

OFFICIAL SEAL
P YANCEY
NOTARY PUBLIC - OREGON
COMMISSION NO. 383761
MY COMMISSION EXPIRES FEB. 9, 2007

After recording return to:
CHET ANTONSEN
612 NE SAVANNAH #3
BEND, OR 97701

Until a change is requested all tax statements shall be sent to the following address:
CHET ANTONSEN
612 NE SAVANNAH #3
BEND, OR 97701

TITLE NO. 12-0053703
ESCROW NO. 12-0053703

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

T 10544 MP 113

DOCUMENT POOR QUALITY
AT TIME OF RECORDING.

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2003-80271
$36.00
11/20/2003 02:36:45 PM
D-D Cnt=1 Stn=2 PAT
$10.00 $11.00 $10.00 $5.00

EXHIBIT "A"

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

Section 17: The North Half of the Northwest Quarter of the Northwest Quarter (N ½ NW ¼ NW ¼), lying and being Westerly of the Central Oregon Irrigation District Lateral C-5 running through said premises. TL 1302

EXCEPTING a parcel of land in a portion of the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section 17, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows: Commencing at the Northwest corner of said Section 17, marked by a brass cap, the Initial Point; thence South 00°18'58" West, along the West line of the said Section 17, 670.33 feet to a ½" pipe; thence North 89°52'20" East, along an existing fence line 263.00 feet to the Point of Beginning, marked by a ½" pipe; thence North 00°18'58" East, 140.00 feet; thence South 89°59'04" East, parallel to the North line of the Northwest Quarter (NW ¼) 414.83 feet to the centerline of the Central Oregon Irrigation District Sublateral C-5; thence South 10°32'22" West, along the centerline of said C-5, 143.76 feet; thence South 89°52'16" West, along an existing fence line, 379.05 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion dedicated to the public by Declaration of Dedication recorded July 11, 1980 in Book 324, Page 769 of Deschutes County Deed Records.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2003-80287

$31.00

11/20/2003 03:20:56 PM

D-D Cnt=1 Stn=1 BECKEY
$5.00 $11.00 $10.00 $5.00

WARRANTY DEED -- STATUTORY FORM

JUDITH L. SCORZA and RICHARD A. SCORZA, as tenants by the entirety, Grantor, conveys and warrants to CHET ANTONSEN , Grantee, the following described real property, free of encumbrances except as specifically set forth herein, to wit:

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

Section 17: A tract of land lying in the South Half of the Northwest Quarter of the Northwest Quarter (S 1/2 NW 1/4 NW 1/4) of Section 17 more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of said Section 17; thence North 00°20'02" East, along the West line of said Section 17, 329.51 feet to the true point of beginning for this description; thence North 85°12'00" East, 408.60 feet; thence North 02°18'29" West 296.21 feet to the North line of the South Half of the Northwest Quarter of the Northwest Quarter (S 1/2 NW 1/4 NW 1/4) of said Section 17; thence North 89°59'07" West along said North line, 393.31 feet to the West line of said Section 17; thence South 00°20'03" West along the said West line, 330.27 feet to the true point of beginning.

TL 1304

Tax Account No(s): [redacted] Map/Tax Lot No(s): 15-13-17-00-1304

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

The true consideration for this conveyance is PAID BY AN ACCOMMODATOR PURSUANT TO AN IRC 1031 EXCHANGE.

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

Dated this 17th day of November, 2003.

Judith L. Scorza
JUDITH L. SCORZA

Richard A. Scorza
RICHARD A. SCORZA

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

STATE OF OREGON, COUNTY OF DESCHUTES) ss.

This instrument was acknowledged before me on November 17, 2003 by RICHARD A. SCORZA AND JUDITH L. SCORZA.

P Yancey
(Notary Public for Oregon)
My commission expires

OFFICIAL SEAL
P YANCEY
NOTARY PUBLIC - OREGON
COMMISSION NO. 363751
MY COMMISSION EXPIRES FEB. 9, 2007

After recording return to:
CHET ANTONSEN/ EXCHANGER
612 NE SAVANNAH #3
BEND, OR 97701

Until a change is requested all tax statements shall be sent to the following address:
CHET ANTONSEN/ EXCHANGER
SAME AS ABOVE

TITLE NO. 12-0053803 ESCROW NO. 12-0053803

Recorded By:
Western Title & Escrow Co.

T 10544 MP 113

WARRANTY DEED -- STATUTORY FORM

ROBERT L. JOHNNIE and JUDITH E. JOHNNIE, as tenants by the entirety, Grantor, conveys and warrants to FLOYD C. ANTONSEN, Grantee, the following described real property, free of encumbrances except as specifically set forth herein, to wit:

PER ATTACHED EXHIBIT "A"

Tax Account No(s): [redacted]
Map/Tax Lot No(s): 15-13-17-00-01306 15-13-17-00-01307

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

The true consideration for this conveyance is PAID BY AN ACCOMMODATOR PURSUANT TO AN IRC 1031 EXCHANGE

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

Dated this 24 day of September, 2003.

ROBERT L. JOHNNIE

JUDITH E. JOHNNIE

STATE OF OREGON, COUNTY OF DESCHUTES) ss.

This instrument was acknowledged before me on September 24, 2003 by ROBERT L. JOHNNIE AND JUDITH E. JOHNNIE.

(Notary Public for Oregon)
My commission expires

After recording return to:
FLOYD C. ANTONSEN
5530 NE 122ND AVENUE
PORTLAND, OR 97230

Until a change is requested all tax statements shall be sent to the following address:
FLOYD C. ANTONSEN
5530 NE 122ND AVENUE
PORTLAND, OR 97230

TITLE NO. 12-0103403
ESCROW NO. 12-0103403

Recorded By:
Western Title & Escrow Co.

OFFICIAL SEAL
P YANCEY
NOTARY PUBLIC - OREGON
COMMISSION NO. 363751
MY COMMISSION EXPIRES FEB. 9, 2007

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2003-67878
$36.00
09/30/2003 11:16:28 AM
D-D Cnt=1 Stn=2 PAT
$10.00 $11.00 $10.00 $5.00

T 10544 MP 113

EXHIBIT "A"

PARCEL I:
A tract of land lying in the South Half of the Northwest Quarter of the Northwest Quarter (S 1/2 NW 1/4 NW 1/4) of Section 17 South, Township 15 South,Range 13, East of the Willamette Meridian, Deschutes County, Oregon, described as follows: Commencing at the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 17; thence North 00°20'03" East, along the West line of said Section 17, 329.51 feet; thence North 85°12'00" East, 408.60 feet to the Point of Beginning for this description; thence North 02°18'29" West, 296.21 feet to the North line of the South Half of the Northwest Quarter of the Northwest Quarter (S 1/2 NW 1/4 NW 1/4) of said Section 17; thence South 89°59'07" East, along said North line, 241.35 feet to the Westerly right of way line of the Central Oregon Irrigation sub-lateral C-5; thence South 15°12'44" West, along said right of way line, 287.42 feet; thence South 85°12'00" West, 152.97 feet to the Point of Beginning.

TL 1306

PARCEL II:
A tract of land lying in the South Half of the Northwest Quarter of the Northwest Quarter (S 1/2 NW 1/4 NW 1/4) of Section 17, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, described as follows: Beginning at the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of said Section 17,thence North 00°20'03" East, along the West line of said Section 17, 329.51 feet; thence North 85°12'00" East, 561.57 feet to the Westerly right of way line of the Central Oregon Irrigation sublateral C-5; thence South 15°12'44" West along said right of way line, 231.97 feet; thence continuing along said right of way line, South 00°31'17" East, 152.45 feet to the South line of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of said Section 17; thence South 89°58'37" West, along said South line 502.04 feet to the point of beginning.

TL 1307 including Evergreen Ave. and 35th St.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

WARRANTY DEED -- STATUTORY FORM

LOA JODEE MILLER, Grantor, conveys and warrants to CHET ANTONSEN, Grantee, the following described real property, free of encumbrances except as specifically set forth herein, to wit:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

Tax Account No(s): [redacted]
Map/Tax Lot No(s): 15-13-17 TL 1308

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

The true consideration for this conveyance is PAID BY AN ACCOMMODATOR PURSUANT TO AN IRC 1031 EXCHANGE.

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

Dated this 3rd day of December, 2003.

LOA JODEE MILLER

STATE OF OREGON, COUNTY OF DESCHUTES) ss.

This instrument was acknowledged before me on December 3rd, 2003 by LOA JODEE MILLER.

(Notary Public for Oregon)
My commission expires:

After recording return to:
CHET ANTONSEN
612 NE SAVANNAH #3
BEND, OR 97701

Until a change is requested all tax statements shall be sent to the following address:
CHET ANTONSEN
612 NE SAVANNAH #3
BEND, OR 97701

TITLE NO. 12-0172803
ESCROW NO. 12-0172803

Recorded By:
Western Title & Escrow Co.

OFFICIAL SEAL
P YANCEY
NOTARY PUBLIC - OREGON
COMMISSION NO. 363751
MY COMMISSION EXPIRES FEB. 9, 2007

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2003-63133
$36.00
12/04/2003 03:42:07 PM
D-D Cnt=1 Stn=1 BECKEY
$10.00 $11.00 $10.00 $5.00

T 10544 MP113

Order No. 12-0172803

EXHIBIT "A"

A parcel of land in a portion of the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 17, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at the Northwest corner of said Section 17, marked by a brass cap, the initial point; thence South 00°18'58" West, along the West line of the said Section 17, 670.33 feet to a ½" pipe; thence North 89°52'20" East, along an existing fence line 263.00 feet to the point of beginning, marked by a ½" pipe; thence North 00°18'58" East, 140.00 feet; thence South 89°59'04" East, parallel to the North line of the Northwest Quarter (NW1/4), 414.83 feet to the centerline of the Central Oregon Irrigation District's sub-lateral "C-5"; thence South 10°32'22" West, along the centerline of said "C-5", 143.76 feet; thence South 89°52'16" West, along an existing fence line 379.05 feet to the point of beginning.

TL 1308

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Water Right Transfer Supplemental Form A
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,
mailing address 2598 N Hwy 97; Redmond, OR 97756
telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

☒ Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application, or

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation ☒ Professional expertise

3. My knowledge is specific to the use of water at the following locations:

Township	Range	Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
15 S	13 E	WM	17	NW NW	1302	6.70
15 S	13 E	WM	17	NW NW	1304	2.0
15 S	13 E	WM	17	NW NW	1306	1.0
15 S	13 E	WM	17	NW NW	1307	4.0
15 S	13 E	WM	17	NW NW	1308	1.0

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

(continues on reverse side)

Please print legibly or type. Be as specific as possible. Attach additional pages if you need more space. Supporting documentation must be attached.

T 10544 MP 113

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

Pasture Grass

5. The water delivery system used to apply water as authorized by the right is described below:

Delivered through weir C-5-5. Flood irrigated with ditches and tarps.

6. One or more of the following documentation supporting the above statements is attached:

- ☐ Copy of a water right certificate that was issued within the last five years (not a remaining right certificate),
- ☐ Copies of receipts from sales of irrigated crops or for expenditures relating to the use of water,
- ☒ Records such as Farm Service Agency crop reports, irrigation district records, an NRCS farm management plan, or records of other water suppliers,
- ☒ Dated aerial photographs of the lands or other photographs containing sufficient detail to establish the location and date of the photograph,
- ☐ Dedicated power usage records or receipts,
- ☐ Other: _____

Gary L. Rushlow
Signature of Affiant

August 10, 2005
Date

Signed and sworn to (or affirmed) before me this 10th day of August, 2005.

Leslie Clark
Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC - OREGON
COMMISSION NO. 354438
MY COMMISSION EXPIRES FEB. 5, 2006

My Commission Expires: Feb. 5, 2006

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Please print legibly or type. Be as specific as possible. Attach additional pages if you need more space. Supporting documentation must be attached.

T 10544 MP 113

BENEFICIAL USE SITE REPORT
REPORT YEAR 2003 & 2004

Property Owner: Chet Antonsen

Property Tax Map: 15-13-17 NW NW 1302;1304;1306;1307;1308

Address: 3362; 3569; 3392; 3390 W Antler Ave; Redmond

☐ Number of Acres reported dry _____

☐ Interviewed Patron (who and date) _____

☐ Evidence of Use provided by Patron _____

☐ Discussed with Patrolman _____

X Visual review of Property: Patrolman survey during 2003 & 2004 season

☐ Actual number of acres dry _____

X Actual numbers of acres in use: 14.70

☐ Neighbor(s) interviewed (who and date) _____

_____

☐ Discussed options with Patron: Use _____ Lease Instream _____ Transfer _____

☐ What measures are now needed?

Talk with water right user _____

Follow up in _____ weeks/days

Re-visit site on _____

NOTES:

Delivered thru C-5-5

Inspected by: Patrolman Dean Howey 2003 & 2004

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

COPY

AFFIDAVIT OF CHET ANTONSEN

STATE OF OREGON)
) ss.
County of Deschutes)

Chet Antonsen, being first duly sworn upon oath, deposes and states:

1. I am the owner of real property located in the NW ¼ of the NW ¼ of Section 17, Township 15S, Range 13E; Deschutes County tax map ID Nos. 15-13-17-00, lots 1302, 1304, 1306, 1307, 1308, for which appurtenant water rights are apportioned as follows: Lot 1302 – 6.7 acres; Lot 1304 – 2.0 acres; Lot 1306 1.0 acre; 1307 – 4.0 acres; 1308 1.0 acres; totaling 14.7 acres ("the water rights").

2. The water rights have been exercised for the authorized purpose of irrigation, within the past 18 months.

3. The water delivery system used to apply the water as authorized by the water rights has been flood irrigation and hand sprinkler delivery.

4. The following documentation is made a part of this affidavit in support of the above statements: Dated aerial photograph(s) of the subject property.

By _____
CHET ANTONSEN

SUBSCRIBED and SWORN to before me this 8th day of July, 2005.

OFFICIAL SEAL
JANET E READ
NOTARY PUBLIC-OREGON
COMMISSION NO. 357093
MY COMMISSION EXPIRES APR. 23, 2006

_____
NOTARY PUBLIC FOR OREGON
My Commission Expires: 4-23-06

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Short-Term Lease of Existing Water Rights for Instream Use and Preliminary and Final Award of Mitigation Credits, Certificate 76358, Deschutes County	)))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE & MITIGATION CREDIT PROJECT

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating short-term instream lease applications.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Lessor #1
Arrowood Development
250 NW Franklin Ave., Suite 203
Bend, OR 97701

Lessor #2
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes Water Exchange (DWE) Mitigation Bank
PO Box 1560
Bend, OR 97709
ghubert@deschutesrc.org

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Findings of Fact

1. On June 21, 2006, COID, the DWE Mitigation Bank, and Arrowood Development filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number L-753.

2. Interest in a portion of the water right to be leased instream has been quit claimed from the original land owners. The lease application form identifies Arrowood Development as the interest holder in the water right. Individual quit claim deeds, along with supporting documentation, submitted with the application identify that interest in the portion of the right to be leased is held by Arrowood Development. The Department has determined that Arrowood Development is an interest holder in the right and is authorized to lease the water rights instream.

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

3. The right to be leased is as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 14.7 acres
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)
Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.184 CFS	0.245 CFS	0.323 CFS	
December 2, 1907			0.130 CFS	
Totals	0.184 CFS	0.245 CFS	0.454 CFS	145.68 AF

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.
Source: Deschutes River, tributary to the Columbia River
Place of Use:

Irrigation of 14.7 acres						
Twp	Rng	Mer	Sec	Q-Q	Tax Lot	Acres
15 S	13 E	WM	17	NW NW	1302	6.7
15 S	13 E	WM	17	NW NW	1304	2.0
15 S	13 E	WM	17	NW NW	1306	1.0
15 S	13 E	WM	17	NW NW	1307	4.0
15 S	13 E	WM	17	NW NW	1308	1.0

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

4. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

T 10544 MP 113

5. The instream use is as follows:
Deschutes River tributary to the Columbia River
Instream Reach #1: From POD #11 (as described in Finding of Fact #3) to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.101 Season 2: 0.135 Season 3: 0.250	80.12	April 1 – Oct. 26

6. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

9. The lease will terminate on October 31, 2006.

10. The lessor has requested the option of terminating the lease early with written notice to the Department.

Preliminary Award of Deschutes Basin Mitigation Credits

11. The Lessee, a mitigation bank chartered by the Water Resources Commission, has requested that the portion of the right to be protected instream be used to generate mitigation credits.

12. The Department assigned this mitigation credit project number MP-87.

13. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6). The Department also provided notice of the mitigation credit project to the Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, Oregon Parks and Recreation Department, Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2). Comments were received from the Oregon Parks and

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Recreation Department. These comments identified a need for additional instream flow protections for recreation. Emphasis should be placed on protecting flows evenly during the late spring and summer period not otherwise affected by higher spring run-off.

14. The shaping proposed by the instream lease application protects water instream over almost the entire irrigation season at the maximum rates possible and appears to meet these recommendations. Therefore, no modifications were made to the lease based upon comments received.

15. The Department finds that **26.5** mitigation credits may be awarded to this mitigation credit project and assigned to the Deschutes Water Exchange Mitigation Bank. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the **General and Middle Deschutes** zones of impact.

16. The mitigation credits expire on December 31, 2010.

17. The use and maintenance of the mitigation credits is subject to the terms and conditions of the Deschutes Water Exchange Mitigation Bank Charter.

18. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of the Final Order approving the proposed instream lease shall result in completion of the project and verification that the project is complete.

19. No precedent is set by this Final Order as to the amount of mitigation credits that may be generated by a subsequent mitigation credit project.

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease agreement conforms to the applicable provisions of OAR 690-077-0015.

This mitigation project results in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

ORDER

Therefore, it is ORDERED:

1. That the Short-Term Lease as described herein is APPROVED.

2. The former place of use shall no longer receive water as part of these rights during the term of the lease.

3. The lease shall terminate on October 31, 2010. The lessor and lessee shall have the option of terminating the lease with written notice to the Department provided to both the Salem office and Watermaster office. Written notice of termination of a lease must be provided by all lessors and the lessee. The written notice to Salem office must include original signatures.

The notice to the Watermaster office may be made by fax or e-mail. The lease may be terminated at any time during a calendar year. However, if the termination request is received after the period of allowed use has begun for the water right(s) being leased, water may not be used under the right(s) leased until the following calendar year.

4. **Final Award of Deschutes Basin Mitigation Credits:** Issuance of this Final Order results in completion of the project and verification by the Department that the project is complete. The Department concludes that the mitigation credit project is awarded mitigation credits, as described above, pursuant to OAR 690-521-0400 and ORS 537.746. Mitigation Credits, in the amount of **26.5** credits, as described herein, are awarded to this mitigation project and assigned to the Deschutes Water Exchange Mitigation Bank. Mitigation Credits may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the **General and Middle Deschutes** zones of impact.

5. Mitigation credits are valid until used (or until they expire or are terminated) to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

6. The mitigation credits shall expire on December 31, 2010.

7. The use and maintenance of the mitigation credits shall be subject to the terms and conditions of the Deschutes Water Exchange Mitigation Bank Charter.

Dated at Salem, Oregon this 31ST day of July 2006.

FOR Phillip C. Ward, Director

Mailing date: AUG 0 7 2006

RECEIVED

FEB 22 2008

WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2003-80272

$121.00

00223294200300802720190190

11/20/2003 02:36:45 PM

M-DT Cnt=1 Stn=2 PAT
$95.00 $11.00 $10.00 $5.00

COPY

12) 2009-297283JT

After Recording Return To:
ACTION MORTGAGE COMPANY
510 W RIVERSIDE, SUITE 800
SPOKANE, WA 99201

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

19/19

RECORDED BY FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON AS AN ACCOMODATION ONLY. NO LIABILITY IS ACCEPTED FOR THE CONDITION OF TITLE OR FOR THE VALIDITY, SUFFICIENCY, OR EFFECT OF THIS DOCUMENT.

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN: 1001863-0000005981-4

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated **November 13, 2003**, together with all Riders to this document.

(B) **"Borrower"** is **CHET ANTONSEN, A MARRIED MAN AS HIS SOLE & SEPARATE PROPERTY**

Borrower is the trustor under this Security Instrument.

(C) **"Lender"** is **ACTION MORTGAGE COMPANY**
Lender is a **CORPORATION** organized and existing under the laws of **THE STATE OF WASHINGTON**. Lender's address is **510 W RIVERSIDE, SUITE 800, SPOKANE, WA 99201**

(D) **"Trustee"** is **FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON**

(E) **"MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) **"Note"** means the promissory note signed by Borrower and dated **November 13, 2003**. The Note states that Borrower owes Lender **Four Hundred Fifty Three Thousand Seven Hundred Fifty and no/100** Dollars (U.S. $ **453,750.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **December 01, 2033**.

(G) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(H) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

[X] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[ ] Planned Unit Development Rider	[ ] Other(s) [specify]
[X] 1-4 Family Rider	[ ] Biweekly Payment Rider	

(J) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) **"Escrow Items"** means those items that are described in Section 3.

(N) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **County** [Type of Recording Jurisdiction] of **DESCHUTES** [Name of Recording Jurisdiction]:

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

WRs not listed

which currently has the address of **3362 W ANTLER AVENUE** [Street]

REDMOND [City], Oregon **97756** [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2003-80288

$121.00

00223202200300802880190198

11/20/2003 03:20:56 PM

M-DT Cnt=1 Stn=1 BECKEY
$95.00 $11.00 $10.00 $5.00

After Recording Return To:
ACTION MORTGAGE COMPANY
510 W RIVERSIDE, SUITE 800
SPOKANE, WA 99201

19

121

Recorded By:
Western Title & Escrow Co.
12-00538803

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN: 1001863-0000005982-2

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated **November 13, 2003** , together with all Riders to this document.

(B) **"Borrower"** is **CHET ANTONSEN, A MARRIED MAN AS HIS SOLE & SEPARATE PROPERTY**

Borrower is the trustor under this Security Instrument.

(C) **"Lender"** is **ACTION MORTGAGE COMPANY**
Lender is a **CORPORATION** organized and existing under the laws of **THE STATE OF WASHINGTON** . Lender's address is **510 W RIVERSIDE, SUITE 800, SPOKANE, WA 99201**

(D) **"Trustee"** is **WESTERN TITLE & ESCROW COMPANY**

(E) **"MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) **"Note"** means the promissory note signed by Borrower and dated **November 13, 2003** . The Note states that Borrower owes Lender **Two Hundred Forty Seven Thousand Five Hundred and no/100** Dollars (U.S. $ **247,500.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **December 01, 2033** .

(G) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(H) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

[X] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[ ] Planned Unit Development Rider	[ ] Other(s) [specify]
[X] 1-4 Family Rider	[ ] Biweekly Payment Rider	

(J) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) **"Escrow Items"** means those items that are described in Section 3.

(N) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

GREATLAND ■
To Order Call: 1-800-530-9393 ☐ Fax: 616-791-1131

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **County** [Type of Recording Jurisdiction] of **DESCHUTES** [Name of Recording Jurisdiction]:

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

WRs not listed

which currently has the address of **3569 W ANTLER AVENUE** [Street]

REDMOND [City], Oregon **97756** [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or

This appears to be part of Antler Ave Right-of-Way

909

VOL 324 PAGE 769

DECLARATION OF DEDICATION

DAVID W. TEATER and ADELE I. TEATER, husband and wife, do hereby dedicate to the public for roadway and utility purposes the following described real property:

The North Five (5) feet of the N½ NW¼, Sec. 17, T. 15 S., R. 13 East of the Willamette Meridian, Deschutes County, Oregon.

IN WITNESS WHEREOF, we have executed this document on the 29 day May 1980

David W. Teater
DAVID W. TEATER

Adele I. Teater
ADELE I. TEATER

STATE OF OREGON, County of Deschutes) ss.

Personally appeared the above named DAVID W. TEATER and ADELE I. TEATER, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

James Broadhurst Jr.
Notary Public for Oregon
My commission expires: 3-22-83

The County of Deschutes, acting by and through its Board of Commissioners, does hereby accept the above dedication as a public road pursuant to ORS 368.546.

DONE this 24th day of ~~May~~ June 1980.

Albert A Young

Clay C Shepard

Robert C Paulson Jr.

STATE OF OREGON)
County of Deschutes) ss.

Personally appeared before me on the 24 day of June, 1980, the above-named CLAY C. SHEPARD, ALBERT A YOUNG and ROBERT C. PAULSON, JR., known to me, and first being duly sworn, did say that they presently were the duly elected, qualified and acting Board of Commissioners of Deschutes County, State of Oregon, and that the foregoing instrument, on the date set forth therein, was signed on behalf of said County by said Commissioners by authority of the Constitution and Statutes of the State of Oregon, and they acknowledge that said act was within the scope of their authority for said County.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Mary D. Smith
Notary Public for Oregon
My Commission expires: 3/13/84

COPY

909

STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record the 11 day of July A.D. 1980 at 8:51 o'clock A M., and recorded in Book 324 on Page 769 Records of Deeds

ROSEMARY PATTERSON
County Clerk
By [signature] Deputy

This does not appear to conflict with "From" Lands.

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2004-14593
$51.00
00250907200400145930050056
03/18/2004 10:17:27 AM
D-DD Cnt=1 Stn=3 PAM
$25.00 $11.00 $10.00 $5.00

ADDRESS FOR TAX STATEMENTS:
AFTER RECORDING RETURN TO:
CITY OF REDMOND
PO Box 726
Redmond, OR 97756

DEED OF DEDICATION

Floyd C. Antonsen, Grantor, does hereby dedicate to **THE CITY OF REDMOND, a Municipal corporation of the state of Oregon**, Grantee, the following described real property situated in the City of Redmond, County of Deschutes, State of Oregon, as public right-of-way for roadway and utility purposes:

See Attached Exhibit "D" and "E"

The actual consideration for this dedication is other good and valuable consideration as set out in the parties written agreement dated FEB. 2, 2004.

This Deed of Dedication does not include the transfer of water rights.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.930.

DATED this 2nd day of FEB, 2004.

Floyd C Antonsen
Floyd C. Antonsen

STATE OF OREGON)
) ss.
County of Deschutes)

Personally appeared before me this 2nd day of February, 2004, Floyd C. Antonsen and acknowledged the foregoing instrument to be his voluntary act and deed.

Tracy E. Reynolds
Notary Public for Oregon
My commission expires: 6-1-06

OFFICIAL SEAL
TRACY E. REYNOLDS
NOTARY PUBLIC-OREGON
COMMISSION NO. 355155
MY COMMISSION EXPIRES JUNE 7, 2006

DEED OF DEDICATION ACCEPTANCE

CITY OF REDMOND, an Oregon municipal corporation, acting by and through its City Council, does hereby accept the foregoing dedication as public right-of-way for roadway and utility purposes pursuant to ORS 92.014.

Dated this 9th day of March, 2004

CITY OF REDMOND

Alan Unger

Alan Unger, Mayor

Patricia Leymaster

ATTEST:_____

Patricia Leymaster,
City Recorder

STATE OF OREGON)
) ss.
County of Deschutes)

Before me, a Notary Public, personally appeared Alan Unger, Mayor and Patricia Leymaster, City Recorder of the City of Redmond, an Oregon municipal corporation and acknowledged the foregoing instrument on behalf of the City of Redmond, Oregon.

Dated this 9th day of March, 2004.

OFFICIAL SEAL
KELLY D CALLAHAN
NOTARY PUBLIC- OREGON
COMMISSION NO. 363530
MY COMMISSION EXPIRES DEC 01, 2006

Kelly D. Callahan
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: 12-1-06

Anderson Engineering & Surveying, Inc.

Professional Engineers & Land Surveyors

LEGAL DESCRIPTION
PROPOSED SW EVERGREEN AVENUE DEDICATION
PORTION OF TAX LOT 15-13-17-1307 AND TITLE GAP
EXHIBIT "D"

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, THE BOUNDARY OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD MARKING THE SOUTHEAST CORNER OF THE NW1/4 OF THE NW1/4 OF SECTION 17, T15S, R13E, W.M.; THENCE S89°54'42"W – 30.00 FEET ALONG THE SOUTH BOUNDARY OF SAID NW1/4 NW1/4 TO THE WESTERLY RIGHT-OF-WAY LINE FOR SW 31ST STREET AS DEDICATED BY VOLUME 2003, PAGE 24531 OF OFFICIAL DESCHUTES COUNTY DEED RECORDS; THENCE N00°13'27"E – 103.04 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE S89°58'57"W – 781.75 FEET TO THE CENTERLINE OF CENTRAL OREGON IRRIGATION DISTRICT'S LATERAL "C-5" CANAL AND THE TRUE POINT OF BEGINNING; THENCE S89°58'57"W – 460.72 FEET; THENCE N00°18'51"E – 60.00 FEET; THENCE N89°58'57"E – 463.43 FEET TO SAID CANAL CENTERLINE; THENCE S15°08'31"W – 13.64 FEET ALONG SAID CANAL CENTERLINE; THENCE S00°38'28"E – 46.83 FEET ALONG SAID CANAL CENTERLINE TO THE TRUE POINT OF BEGINNING.

PARCEL CONTAINS 27638 SQUARE FEET SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHT-OF-WAY OF RECORD PERTAINING TO THE ABOVE DESCRIBED LANDS.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jerry D. Stichler 8/3/03

OREGON
JULY 25, 1991
JERRY D. STICHLER
2527

RENEWAL 6/30/04

17681 Highway 395 - P.O. Box 28
Lakeview, Oregon 97630
(541) 947-4407
FAX 947-2321

852 SW 15th Street - P.O. Box 419
Redmond, Oregon 97756
(541) 923-4307
FAX 923-4308

Anderson Engineering & Surveying, Inc.

Professional Engineers & Land Surveyors

LEGAL DESCRIPTION
PROPOSED SW 35TH STREET DEDICATION
PORTION OF TAX LOT 15-13-17-1307
EXHIBIT "E"

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, THE BOUNDARY OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD MARKING THE SOUTHEAST CORNER OF THE NW1/4 OF THE NW1/4 OF SECTION 17, T15S, R13E, W.M.; THENCE S89°54'42"W – 30.00 FEET ALONG THE SOUTH BOUNDARY OF SAID NW1/4 NW1/4 TO THE WESTERLY RIGHT-OF-WAY LINE FOR SW 31ST STREET AS DEDICATED BY VOLUME 2003, PAGE 24531 OF OFFICIAL DESCHUTES COUNTY DEED RECORDS; THENCE N00°13'27"E – 103.04 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE S89°58'57"W – 781.75 FEET TO THE CENTERLINE OF CENTRAL OREGON IRRIGATION DISTRICT'S LATERAL "C-5" CANAL; THENCE S89°58'57"W – 460.72 FEET TO THE TRUE POINT OF BEGINNING; THENCE S00°18'51"W – 104.57 FEET TO THE SOUTH BOUNDARY OF SAID NW1/4 NW1/4; THENCE S89°54'42"W – 50.00 FEET ALONG SAID SOUTH BOUNDARY TO A 5/8" IRON ROD MARKING THE SOUTHWEST CORNER OF SAID NW1/4 NW1/4; THENCE N00°18'51"E – 329.91 FEET ALONG THE WEST BOUNDARY OF SAID NW1/4 NW1/4; THENCE N85°12'56"E – 50.20 FEET; THENCE S00°18'51"W – 229.44 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL CONTAINS 16598 SQUARE FEET SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHT-OF-WAY OF RECORD PERTAINING TO THE ABOVE DESCRIBED LANDS.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jerry D. Stichler 8/5/03

OREGON
JULY 25, 1991
JERRY D. STICHLER
2497

RENEWAL 6/30/04

17681 Highway 395 - P.O. Box 28
Lakeview, Oregon 97630
(541) 947-4407
FAX 947-2321

852 SW 15th Street - P.O. Box 419
Redmond, Oregon 97756
(541) 923-4307
FAX 923-4308

PROPOSED STREET DEDICATION SKETCH
LOCATED IN THE NW1/4 NW1/4 OF SECTION 17, T15S, R13E, W.M.
PORTION OF TAX LOT 15-13-17-1307

LEGEND

- EXISTING PROPERTY LINE.
- PROPOSED LOT LINE PER "VILLAGE POINTE" PENDING SUBDIVISION.
- L1 LINE DESIGNATION - REFER TO TABLE FOR DATA.
- PROPOSED DEDICATION AREA AS PER EXHIBIT "D" LEGAL DESCRIPTION.
- PROPOSED DEDICATION AREA AS PER EXHIBIT "E" LEGAL DESCRIPTION.

LINE TABLE

NUMBER	BEARING	DISTANCE
L2	N00°38'28"W	46.83
L3	N15°08'31"E	13.64
L9	N00°18'51"E	60.00
L10	S89°54'42"W	50.00
L11	N85°12'56"E	50.20

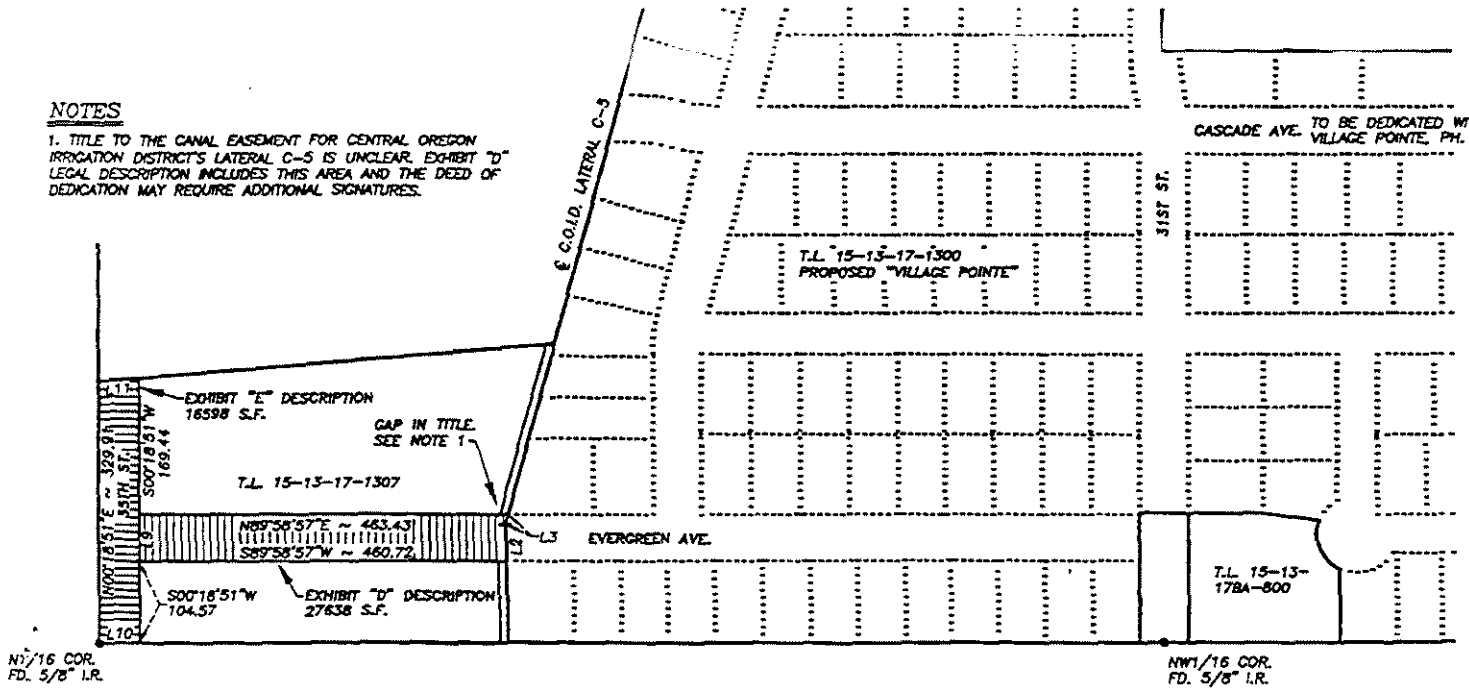
N

SCALE 1" = 150'

0 75 150 300 FT.

NOTES

1. TITLE TO THE CANAL EASEMENT FOR CENTRAL OREGON IRRIGATION DISTRICT'S LATERAL C-5 IS UNCLEAR. EXHIBIT "D" LEGAL DESCRIPTION INCLUDES THIS AREA AND THE DEED OF DEDICATION MAY REQUIRE ADDITIONAL SIGNATURES.



REGISTERED PROFESSIONAL LAND SURVEYOR

Jerry D. Stichler 1/28/04

OREGON
JULY 28, 1981
JERRY D. STICHLER
2927

RENEWAL 6/30/04

PREPARED FOR:
CITY OF REDMOND
716 SW EVERGREEN AVENUE
REDMOND, OREGON 97756

PREPARED BY:
ANDERSON ENGINEERING & SURVEYING
852 SW 15TH STREET, P.O. BOX 419
REDMOND, OREGON 97756
(541) 923-4307 (541) 923-4308 FAX

SEPTEMBER 8, 2003 SHEET 1 OF 1

DRAWN BY: J.S.	JOB NO. 03/39R
EDSC: VILLAGE POINTE	ACAD: 03SGDED

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

COPY

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Elk Horn Development, LLC, releases and quitclaims to Central Oregon Irrigation District all rights, title and interest in the following: By this agreement and signed transfer application form, Grantor, the owner of the lands listed in Exhibit "A" release their claim and responsibility for 23.02 acres of Central Oregon Irrigation District water rights that are appurtenant to the lands listed in Exhibit A, to Central Oregon Irrigation District. Central Oregon Irrigation District may elect to complete the transfer application and submit it to the Water Resources Department for approval of use of the water right at a new location and/or use. Central Oregon Irrigation District may attach this agreement to the Oregon Water Resources Department's lease form and file with the District's annual Short Term Water Right Lease Agreement.

By entry of this deed, grantor hereby notifies any subsequent purchaser of the lands listed in Exhibit "A", that grantor, as owner of the subject land, approved the transfer (including a change in the place and type of use and point of diversion) of the water rights that are appurtenant to the subject land; and that upon completion of a transfer, by election of COID, the subject land will have 1.93 acres of appurtenant water right remaining.

Furthermore, upon signing of this agreement and the accompanying transfer application, Elk Horn Development, LLC shall no longer be liable for any district assessment or charges pertaining to the 23.02 acres of water right incurred after the date of signing and subsequent completion of the transfer of water. The water right in question is further described as a portion of certificate # 76358, priority of 1900 and 1907, located: 15-13-08 SE SW 100 (7.57 acres); Lot 200 (9.50 acres); Lot 300 (3.05 acres); Lot 400 (0.40 acres); Lot 500 (2.50 acres).

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

15-13-08
SE SW
Lots: 100
200
300
400
500

Consideration for this Quitclaim is: COID to pay Grantor $9,208.00 ($400.00 per acre).

Grantor:

D. Pahlisch Member Date 6-28-04

Elk Horn Development, LLC

State of Oregon
County of Deschutes

SALEM, OREGON

This instrument was acknowledged before me on June 28, 2004 by Dennis Pahlisch as member of Elk Horn Development, LLC.

Nancy E Kowalski
My commission expires 10-18-2007

OFFICIAL SEAL
NANCY E. KOWALSKI
NOTARY PUBLIC - OREGON
COMMISSION NO. 373002
MY COMMISSION EXPIRES OCT. 18, 2007

MAIL TAX STATEMENT
TO: NO CHANGE

er Recording return to:

Central Oregon Irrigation District
2598 North Highway
Redmond, OR 97756

Approved by CENTRAL OREGON IRRIGATION DISTRICT

Steven C. Johnson, Secretary-Manager

T 10544 MP 113

EXHIBIT "A"

PARCEL I:
A portion of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of Section 8, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Starting at the South Quarter corner of said Section 8, the initial point as well as the point of beginning; thence North 00°02'00" West along the East line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), 1338.44 feet to the Northeast corner of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), thence North 89°54'00" West along the North line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), 657.02 feet to a ½" x 18" steel bar; thence South 00°27'00" West, 669.59 feet to a ½" x 18" steel bar; thence South 89°44'00" East, 486.00 feet to the center of C.O.I.D'S Lat. C; thence South 16°44'00" East along the centerline of said Lat. C, 329.76 feet; thence South 01°52'00" East along the centerline of said Lat. C, 355.29 feet to the South line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼); thence South 89°32'00" East along the South line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), 49.68 feet to the said South Quarter corner of the said Section 8, and the point of beginning. TL 100

PARCEL II:
The North Half of the West Half of the Southeast Quarter of the Southwest Quarter (N ½ W ½ SE ¼ SW ¼) of Section 8, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon. TL 200

PARCEL III:
A parcel of land situate in and being the West Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter (W ½ SW ¼ SE ¼ SW ¼) of Section 8, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a brass cap monumenting the Southwest corner of Section 8, Township 15 South, Range 13, East of the Willamette Meridian, the Initial Point; thence South 89°58'19" East along the South line of the Southwest Quarter of said Section 8, 1320.68 feet to the West 1/16 corner and the True Point of Beginning, a point witnessed by a ½" pipe which bears North 00°31'57" East, 30.00 feet and also witnessed by a ½" rod within a 2" pipe which bears South 60°13" West, 2.52 feet; thence South 89°58'19" East along said South line, 330.17 feet to the East line of the West Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter (W 1/2 SW ¼ SE ¼ SW ¼)and the

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

centerline of NW 30th Street being 60.00 feet wide, 30.00 feet each side of centerline; thence North 00°28'42" East along said East line and along said centerline, 668.22 feet to the North line of said Southwest Quarter of the Southeast Quarter of the Southwest Quarter (SW 1/4 SE ¼ SW ¼) a point witnessed by a ½" pipe on the West line of said street which bears North 89°55'02" West, 30.00 feet; thence North 89°55'02" West along said North line, 329.54 feet to a ½" pipe on the West line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼); thence South 00°31'57" West along said West line 668.54 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion lying in Northwest Antler Avenue.

ALSO EXCEPTING THEREFROM that portion dedicated to the public in Declaration of Dedication recorded July1, 1982 in Book 358, Page 919.

PARCEL IV:
The West 198 feet of the East Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter (E ½ SW ¼ SE ¼ SW ¼) of Section 8, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING THEREFROM that portion lying in Northwest Antler Avenue.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2004-40667

$41.00

00283031200400406870040040

07/09/2004 11:18:44 AM

D-D Cnt=1 Stn=3 PAM
$15.00 $11.00 $10.00 $5.00

DESCHUTES COUNTY CLERK

CERTIFICATE PAGE

This page must be included
if document is re-recorded.
Do Not remove from original document.

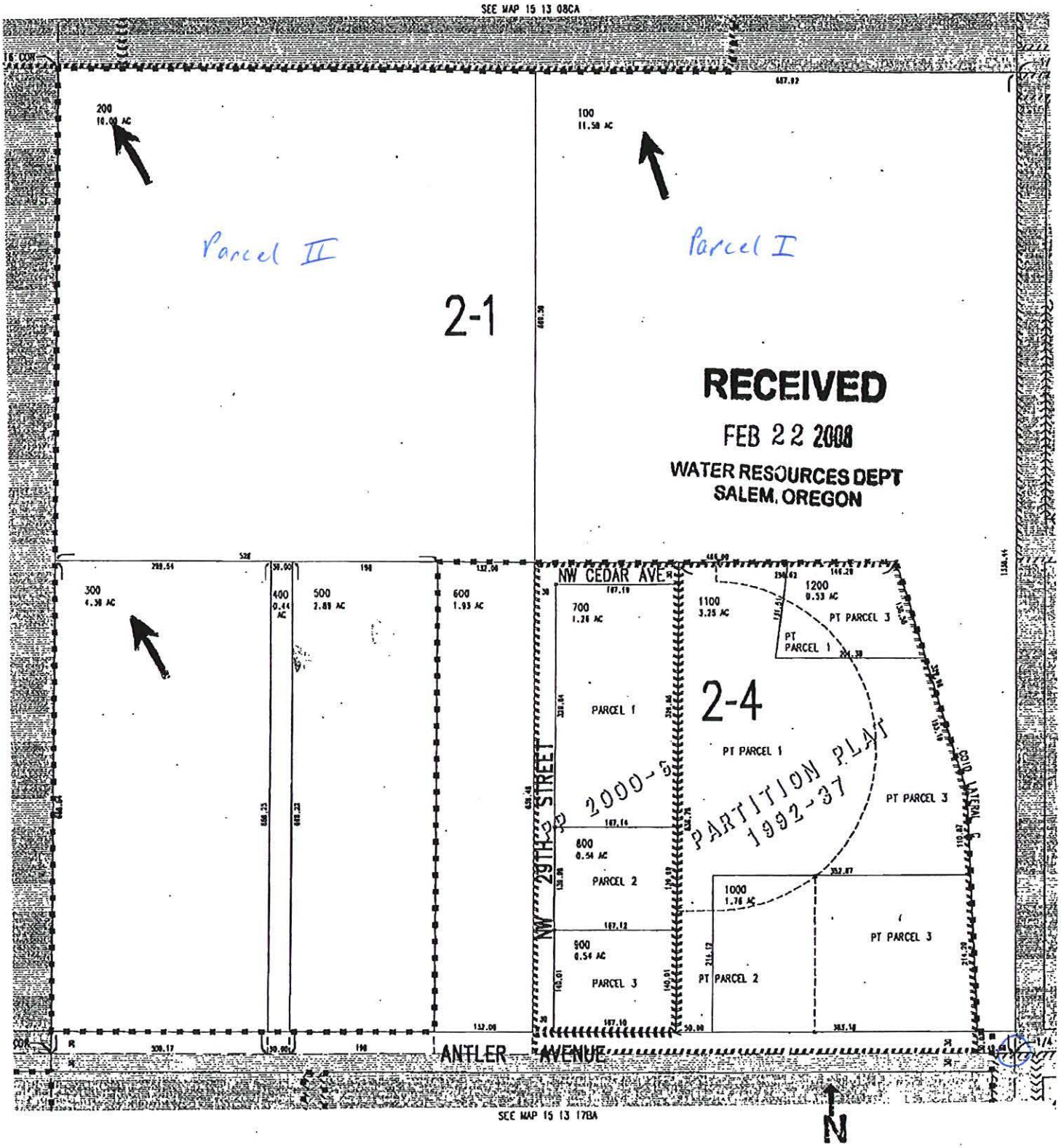
RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP113

SE1/4 SW1/4 SEC. 08 T.15S. R.13E. W.M.
DESCHUTES COUNTY

COPY

1" = 100'



T 10544 MP 113

COMPLIMENTS OF
WESTERN TITLE & ESCROW CO.
THIS MAP IS NOT A SURVEY AND WE
ASSUME NO LIABILITY FOR INACCURACIES.

COPY

ELK HORN DEVELOPMENT, LLC

(an Oregon limited liability company)

OPERATING AGREEMENT

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP113

INDEX TO OPERATING AGREEMENT
OF
ELK HORN DEVELOPMENT LLC

	Page
ARTICLE 1 FORMATION	1
1.2 Articles of Organization	1
1.3 Duration	1
1.4 Principal Place of Business	1
1.5 Registered Office and Registered Agent	1
1.6 Nature of Business	1
1.7 Defects as to Formalities	1
1.8 No Partnership Intended for Non-tax Purposes	1
1.9 Rights of Creditors and Third Parties	2
1.10 Title to Property	2
1.11 Payments of Individual Obligations	2
ARTICLE 2 MEMBERS, CONTRIBUTIONS, AND INTERESTS	2
2.1 Names and Addresses	2
2.2 Authority to Act	3
2.3 Other Business of Members	3
2.4 Additional Members	3
2.5 Additional Contributions	3
2.6 No Interest on Capital Contributions	3
2.7 Capital Accounts	3
ARTICLE 3 MEMBER MEETINGS	3
3.1 Annual Meetings	3
3.2 Special Meetings	4
3.3 Place of Meetings	4
3.4 Notice of Meetings	4
3.5 Meeting of all Members	4
3.6 Record Date	4
3.7 Quorum	4
3.8 Manner of Acting	4
3.9 Proxies	5
3.10 Action by Members Without a Meeting	5
3.11 Waiver of Notice	5
3.12 Telephonic Meetings	5
ARTICLE 4 ACCOUNTING AND RECORDS	5
4.1 Books of Account	5
4.2 Fiscal Year	5
4.3 Accounting Reports	5
4.4 Tax Returns	5

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

ARTICLE 5 ALLOCATIONS AND DISTRIBUTIONS..... 6
5.1 Allocations of Income and Loss for Tax Purposes..... 6
5.2 Distributions..... 6
5.3 General..... 6

ARTICLE 6 TRANSFERS OF INTEREST..... 7
6.1 Restriction on Transfers..... 7
6.2 Right of First Refusal..... 7
6.3 Prohibited Sales or Transfers..... 8
6.4 Rights and Obligations of Assignees and Assignors..... 9
6.5 Acceptance of Assignee as Substitute Member..... 9
6.6 Distributions and Allocation Regarding Purchased or Transferred Interests 10

ARTICLE 7 WITHDRAWAL AND DISSOLUTION..... 11
7.1 Withdrawal..... 11
7.2 Events of Dissolution..... 11
7.3 Effect of Death of a Member..... 11
7.4 Effect of Withdrawal or Other Event..... 11
7.5 Liquidation Upon Dissolution and Winding Up..... 11
7.6 Valuation of Member's Ownership Interest..... 11
7.7 Payment for Member's Interest..... 12
7.8 Effect of Purchase of Member's Interest..... 12

ARTICLE 8 INDEMNIFICATION..... 12
8.1 General Indemnification..... 12
8.2 Sale of Membership Interest..... 13

ARTICLE 9 AMENDMENTS..... 13

ARTICLE 10 GENERAL PROVISIONS..... 13
10.1 Notice..... 13
10.2 Full Authority..... 13
10.3 Choice of Law and Choice of Forum..... 13
10.4 Severability..... 14
10.5 Further Assurances and Additional Documents..... 14
10.6 Remedies..... 14
10.7 Attorney Fees..... 14
10.8 No Third Party Beneficiaries..... 14
10.9 Excuse for Nonperformance..... 14
10.10 Neutral Interpretation..... 15
10.11 Arbitration and Mediation in Lieu of Litigation..... 15
10.12 Waiver..... 16
10.13 Time..... 16
10.14 Counterparts..... 16
10.15 Number and Gender..... 16

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

10.16Captions and Headings..... 16
10.17Calculations of Time..... 16
10.18Modification or Amendments..... 17
10.19Successors and Assigns..... 17
10.20Entire Agreement..... 17

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

OPERATING AGREEMENT OF
ELK HORN DEVELOPMENT, LLC,
An Oregon Limited Liability Company

This Operating Agreement (the "Agreement") is entered into and shall be effective as of 6-30-____, 2003, by Dennis L. Pahlisch collectively the "Member".

ARTICLE 1
FORMATION

1.1 **Name.** The name of the limited liability company is Elk Horn Development, LLC.

1.2 **Articles of Organization.** Articles of Organization ("Articles") were filed with the Oregon Secretary of State on 6/20/03 pursuant to the Oregon Limited Liability Company Act (the "Act").

1.3 **Duration.** Company shall exist perpetually.

1.4 **Principal Place of Business.** The principal office of the Company and mailing address shall initially be at 549 SW Mill View Way Suite 100, Bend OR 97702. The members may relocate the principal office or establish additional offices from time to time.

1.5 **Registered Office and Registered Agent.** The Company's initial registered office and mailing address shall be at 549 SW Mill View Way Suite 100, Bend OR 97702 and the name if its initial registered agent at such address shall be Dennis L. Pahlisch.

1.6 **Nature of Business.** The principal business of the Company shall be the purchase and development of real property. The Company may engage in any lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business.

1.7 **Defects as to Formalities.** A failure to observe any formalities or requirements of this Agreement, the Articles or the Act shall not be grounds for imposing personal liability on members for liabilities of the Company

1.8 **No Partnership Intended for Non-tax Purposes.** The members have formed the Company under the Act, and expressly do not intend hereby to form a partnership under either the Oregon Uniform Partnership Act or the Oregon Uniform Limited Partnership Act or a corporation under the Oregon Business Corporation Act. The members do not intend to be partners one to another, or partners as to any third party. To the extent any member, by word or action, represents to another person that any other member is a partner or that the company is a partnership, the member making such wrongful representation

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

shall be liable to any other member who incurs personal liability by reason of such wrongful representation.

1.9 **Rights of Creditors and Third Parties.** This Agreement is entered into among the Company and the members for the exclusive benefit of the Company, its members, and their successors and assigns. The Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under the Agreement or any agreement between the Company and any member with respect to any contribution or otherwise.

1.10 **Title to Property.** The Company as an entity shall own all Company property and no member shall have any ownership interest in such property in the member's individual name or right, and each member's interest in the Company shall be personal property for all purposes. Except as otherwise provided in this Agreement, the Company shall be personal property for all purposes. Except as otherwise provided in this Agreement, the Company shall hold all Company property in the name of the Company and not in the name or names of any member or members.

1.11 **Payments of Individual Obligations.** The Company's credit and assets shall be used solely for the benefit of the Company, and no asset of the Company shall be transferred or encumbered for or in payment of any individual obligation of any member unless otherwise provided for herein.

ARTICLE 2

MEMBERS, CONTRIBUTIONS, AND INTERESTS

2.1 **Names and Addresses.** The names and addresses of the members of the Company, the agreed value of their initial capital contributions, and their initial percentage ownership interests are:

Name and Address	Contribution	Ownership Interest
Dennis L. Pahlisch 549 SW Mill View Way Suite 100 Bend OR 97702	$_____	100%

2.2 **Authority to Act.** No member shall have any power or authority to bind the Company unless the member shall have been authorized by the members to act as an agent of the Company in accordance with this Agreement or by any duly passed resolution of the members. The members may delegate certain day-to-day management tasks to certain members by resolution of the members.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

2.3 **Other Business of Members.** Members seeking to engage independently or with others in another business and investment venture must make full disclosure of the nature of the business or investment venture to the Company and obtain approval from members owning in the aggregate 75% of the ownership interest of the Company.

2.4 **Additional Members.** Additional members shall not be admitted except by an affirmative vote of members owning in the aggregate 75% of the ownership interest of the Company.

2.5 **Additional Contributions.** Additional capital contributions shall be accepted from existing members only if members owning in the aggregate 75% of the ownership interest of the Company approve and set the maximum total amount of the additional capital contributions. If the members do so, the members shall have the opportunity (but not the obligation) to make such additional capital contributions on a pro rata basis in accordance with their ownership interests. If any member elects to make less than the member's pro rata share of any additional capital contributions, the others may contribute the difference on a pro rata basis in accordance with their ownership interest or on any other basis they agree upon.

2.6 **No Interest on Capital Contributions.** No interest shall be paid on the initial capital contributions. In the event members contribute additional capital or make loans to the Company, interest will be paid on the capital contribution or loan principle at a rate of interest established by reference to the Treasury Constant Maturity Average published by the Federal Reserve Bank.

2.7 **Capital Accounts.** An individual capital account shall be maintained for each member. Each member's capital account shall be (i) credited with all capital contributions by such member and the member's distributive shall of all income and gain (including any income exempt from federal income tax); and (ii) charged with the amount of all distributions to such member and the member's distributive share of losses and deductions. Capital accounts shall be maintained in accordance with federal income tax accounting principles as set forth in Treas. Reg. § 1.704-1 (b)(2)(iv) or any successor provision.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

ARTICLE 3
MEMBER MEETINGS

3.1 **Annual Meeting.** The annual meeting of the members shall be held on the fourth Tuesday in November or at such other time as shall be determined by the members, for the purpose of the transaction of such business as may come before the meeting.

3.2 **Special Meetings.** Any member or members holding at least 50% of the ownership interest unless otherwise prescribed by statute may call special meetings of the members, for any purpose or purposes.

3.3 **Place of Meetings.** The members may designate any place, either within or outside of Oregon, as the location for any meeting of the members. If no designation is made, or if a special meeting were otherwise called, the place of meeting shall be the principal executive office of the Company in Oregon.

3.4 **Notice of Meetings.** Except as provided in Section 3.5 below, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than 30 nor more than 50 days before the date of the meeting, either personally or by mail, by or at the direction of the person calling the meeting, to each member. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United Sates mail, addressed to the member at the member's address as it appears on the books of the Company, with postage thereon prepaid.

3.5 **Meeting of all Members.** If all of the members shall meet at any time and place, either within or outside of Oregon, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

3.6 **Record Date.** For the purpose of determining the members for any purpose, the date on which any required notice is mailed shall be the record date for such determination of the members.

3.7 **Quorum.** Members, represented in person or by proxy, with an aggregate ownership interest in excess of 60% shall constitute a quorum at any meeting of the members. In the absence of a quorum at any such meting, the members so represented may adjourn the meeting from time to time for a period not to exceed 60 days without further notice. However, if the adjournment is for more than 60 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each member of record. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the departure during such meeting of members whose absence would cause less than a quorum to remain.

3.8 **Manner of Acting.** If a quorum is present, an aggregate of ownership interest in excess of 50% that vote on any matter or action shall constitute a majority, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, the Articles, or this Agreement. Unless otherwise expressly provided herein or required under applicable law, members who have an interest in the outcome of any particular matter upon which the members vote or consent may vote or consent upon any such matter and their ownership interest shall be counted in the determination of whether the requisite matter was approved by the members.

3.9 **Proxies.** At all meetings of the members a member may vote the member's ownership interest in person or by a proxy executed in writing by the member or by a duly authorized attorney-in-fact. Such proxy shall e filed with the

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Company before or at the time of the meeting and may be of any duration except that a member who shall appear in person at a meeting shall void any outstanding proxy for so long as such member is in attendance.

3.10 Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of members may be taken without a meeting if the action is evidenced by written consents of all members describing the action taken and delivered to the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when the members have signed the consent, unless the consent specifies a different effective date. The record date for determining members entitled to take action without a meeting shall be the date the first member signs a written consent.

3.11 Waiver of Notice. When any notice is required to be given to any member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

3.12 Telephonic Meetings. With respect to a particular meeting or generally with respect to any future meetings, the members may permit any or all members to participate in the meeting by, or may permit the conduct of the meeting through, use of any means of communication by which all members participating may simultaneously hear each other; provided the notice of such a meeting shall state that the members may participate in such a fashion and describe how any member may notify the Company of the member's desire to be included in the meeting. A member participating in such a meeting is deemed to be present in person at such meeting.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

ARTICLE 4
ACCOUNTING AND RECORDS

4.1 Books of Account. The members shall maintain the Company's books and records, a register showing the names, addresses, and ownership interest of the members, and this Agreement. Each member shall have access thereto at all reasonable times. The members shall keep books and records of the operation of the Company, which are appropriate and adequate for the Company's business and for the carrying out of this Agreement.

4.2 Fiscal Year. The fiscal year of the company shall be the calendar year.

4.3 Accounting Reports. Within 60 days after the close of each fiscal year, the members shall cause each member to receive an un-audited report of the activities of the Company for the preceding fiscal year, including a copy of a balance sheet of the Company as of the end of such year and a statement of income or loss for such year.

4.4 Tax Returns. The members shall cause all required federal and state income tax returns for the Company to be prepared and timely filed with the

T 10544 MP 113

appropriate authorities. Within 60 days after the end of each fiscal year, each member shall be furnished a statement suitable for use in the preparation of the member's income tax return, showing the amounts of any distributions, contributions, gains, losses, profits, or credits allocated to the member during such fiscal year.

ARTICLE 5
ALLOCATIONS AND DISTRIBUTIONS

5.1 **Allocations of Income and Loss for Tax Purposes.** All items of income, gain, loss, deductions, and credit shall be allocated among all members in proportion to their ownership interests.

5.2 **Distributions.** Distributions shall be made to the members in proportion to their ownership interests. Within 60 days after the end of each fiscal year, the company may make with unanimous approval of the members a distribution in proportion to the members' ownership interests in an amount equal to at least the Company's net taxable income during the fiscal year multiplied by the sum of the maximum federal and state individual income tax rates in effect for the fiscal year (taking into account the deductibility of state taxes for federal income tax purposes), less the amount of any distributions made by the Company during the fiscal year (other than distributions made during the fiscal year that were required to be made under the provisions of this section with respect to a prior fiscal year). For purposes of this section, the Company's net taxable income shall be the net excess of items of recognized income and gain over the items of recognized loss and deduction reported on the Company's federal income tax return for the taxable year with respect to which the distribution is being made. The members may unanimously agree to make a distribution in respect to taxes in a lesser amount than described above. The Company's obligation to make distributions is subject to the restrictions governing distributions under the Act.

5.3 **General.** Except as otherwise provided in the Act, the Articles and this Agreement, no member shall have the right or power to demand or receive a distribution in a form other than cash and shall not be required or compelled to accept a distribution of any asset in kind, to the extent that the interest distributed would exceed the member's pro rata share of operating or liquidating distributions.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

ARTICLE 6

TRANSFERS OF INTERSTS

6.1 **Restriction on Transfers.** Except as otherwise permitted by this Agreement, no member shall sell, transfer, pledge or otherwise encumber all or any portion of such member's ownership interest in the Company.

6.2 **Right of First Refusal.** In addition to the other limitations and restrictions set forth in this Article 6, no member shall sell all or any portion of such member's ownership interest in the Company unless such selling member first offers to sell the ownership interest to the Company or other members pursuant to this Section 6.2.

6.2.1 **Notice of Sales.** A member seeking to sell an ownership interest, whether to a non-member purchaser or a member purchaser, shall provide a copy of such offer to the Company and each non-selling member. The offer must be a bona fide written offer stating the purchase price for the ownership interest and terms of sale and shall be irrevocable for a 90-day period commencing from the date the offer is presented to the Company. If the offer is from a non-member, the non-member purchaser must deposit, in an escrow account acceptable to the Company, a cash amount equal to 20% of the purchase price. Such deposit shall not be refunded to the non-member purchaser if the non-member purchaser fails to close the purchase of the ownership interest in accordance with this Section 6. If the offer is from the Company or a member, the terms of the offer may be made without regard to any requirement of a cash deposit required of a non-member purchaser prior to closing, and without regard to any security (other than the ownership interest) to be provided by the non-member purchaser for any deferred portion of the purchase price.

6.2.2 **Acceptance of Offer.** At any time during a 30 day period commencing from the date an offer to purchase a selling member's ownership interest is presented to the Company, the Company may accept upon a unanimous vote of the non-selling members the terms of the offer as to all or any portion of the offered ownership interest by giving written notice of such acceptance to the selling member. In the event that the Company does not accept the offer to purchase all of the ownership interest, the members shall be notified immediately in writing of the Company's refusal to purchase the entire ownership interest of the selling member. Any non-selling member may, within the remaining 90-day period described in Section 6.2.1, accept the offer with respect to all or any portion of the ownership interest not purchased by the Company. The non-selling member shall be deemed to have accepted that portion of the ownership interest not purchased by the Company multiplied by a fraction of which the numerator is the percentage of the non-selling member's ownership interest existing

T 10544 MP 113

prior to the Notice of Sale and the Denominator is the total percentage of the non-selling member's ownership interest existing prior to the Notice of Sale. In the event that a non-selling member indicates a willingness to acquire more than their proportionate share and accepted in proportion to the other non-selling member's respective percentage of ownership interest but limited by the other non-selling member's indications of the maximum amount they are willing to acquire. If the Company and the non-selling members do not accept the offer as to all of the selling member's ownership interest during the 90-day period, the offer shall be deemed to be rejected in its entirety.

6.2.3 **Closing Purchase Pursuant to Offer Accepted by Company or Members.** If the Company and non-selling members do not accept the offer in the manner hereinabove provided, the selling member may sell the ownership interest to the non-member purchaser at any time within 60 days after the end of the 90-day period described in Section 6.2.1, provided that such sale shall be made on terms no more favorable to the non-member purchaser than the terms contained in the original offer and provided further that such sale complies with other terms contained in the original offer and provided further that such sale complies with other terms, conditions, and restrictions of this Agreement that are applicable to sales of a member's interest in the Company and are not expressly made inapplicable to sales of a member's interests in the Company and are not expressly made inapplicable to sales occurring under this Section 6.2. In the event that the ownership interest is not sold in accordance with the terms of the preceding sentence, the ownership interest shall again become subject to all of the conditions and restrictions of this Section 6.2.

6.3 **Prohibited Sales or Transfers.** Any purported sale or transfer of a member's ownership interest in the company that is not permitted under this Agreement shall be null and void and of no force or effect whatever; provided that, if the company is required to recognize a sale or transfer that is not permitted under this Agreement (or if the Company, in its sole discretion, elects to recognize a sale or transfer that is not permitted under this Agreement), the interest sold or transferred shall be strictly limited to the purchaser or transferor's economic rights with respect to the sold or transferred interest, with the distributions first applied (without limiting any other legal or equitable rights of the Company) to satisfy any debts, obligations, or liabilities for damages that the selling member or transferor or purchaser or transferee may have to the Company. In the case of a sale or transfer or attempted sale or transfer of a member's interest in the Company that is not permitted, the parties engaging or attempting to engage in such sale or transfer shall be liable to indemnify and hold harmless the Company and the other members from all cost, liability, and damage that may of such indemnified members may incur (including, without limitation, incremental tax liability and lawyers' fees and expenses) as a result of such sale or transfer or attempted sale or transfer and efforts to enforce the indemnity granted hereby.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

6.4 **Rights and Obligations of Assignees and Assignors.**

6.4.1 **Assignment of Member's Ownership Interest.** An assignment of a member's ownership interest in the Company does not itself dissolve the Company or entitle the assignee to become a member or exercise any member management rights. A person who acquires a member's ownership interest in the company but who is not admitted as a substitute member pursuant to Section 6.5 hereof shall be entitled only to the economic rights with respect to such interests, and shall have no right to any information or accounting of the affairs of the Company, and shall not be entitled to inspect the books or records of the Company.

6.4.2 **Assigning Member's Rights and Obligations.** A member's assignment of an ownership interest in the Company shall not cause the member to cease to be a member or have the power to exercise member management rights associated with the member's ownership interest unless and until the assignee becomes a substitute member, and an assignee has no liability as a member solely as a result of the assignment. A member who assigns an interest in the Company is not released from any liability to the Company solely as a result of the assignment of such economic rights.

6.4.3 **Judgment Against Member.** In the event a court of competent jurisdiction charges an ownership interest with the payment of an unsatisfied amount of a judgment with interest, to the extent so charged the judgment creditor shall be treated as an assignee.

6.5 **Acceptance of Assignee as Substitute Member.** Subject to the other provisions of this Article 6, a purchaser or transferee of an ownership interest may be admitted to the Company as a substitute member, with all of the management rights of a member, only upon satisfaction of all of the conditions set forth below in this Section 6.5.

6.5.1 **Admission of a Purchaser or Transferee as a Substitute Member.** Admission of a Purchaser or Transferee, including a devisee or heir of a member, shall be admitted as a substitute member only by an affirmative vote of members owning in the aggregate 75% of the ownership interest of the company. In the case of a purchaser or transferee who is a devisee or heir of a member, a majority of the members consent to such admission. In the case of a purchaser or transferee who is not a devisee or heir of a member, unanimous consent of the members to such admission. Such consents may be given or withheld in the sole and absolute discretion of the members.

6.5.2 **Execution of Admission Agreement.** The purchaser or transferee of the ownership interest shall become a party to this Agreement as a member by signing an Admission Agreement and shall execute such documents and instruments as the members may reasonably request as may be necessary or appropriate to confirm such purchaser or

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

transferee as a member in the company and such purchaser or transferee's agreement to be bound by the terms and conditions hereof.

6.5.3 **Reimbursement of Expenses to Company.** The purchaser or transferee shall pay or reimburse the Company for all reasonable legal, filing, and publication costs that the Company incurs in connection with the admission of the purchaser or transferee as a member with respect to the purchased or transferred ownership interest.

6.5.4 **Satisfaction of Company.** The purchaser or transferee shall provide the Company with evidence satisfactory to the Company or legal counsel for the Company that such purchaser or transferee has made each of the representations and undertaken each of the warranties contained in the Admission Agreement.

6.6 **Distributions and Allocation Regarding Purchased or Transferred Interests.** If any member's ownership interest in the company is sold or transferred during any fiscal year in compliance with the provisions of this Article 6, profits, losses, and all other items attributable to such ownership interest for such fiscal year shall be divided and allocated between the selling or transferor member and the purchaser or transferee by taking into account their varying ownership interests during such fiscal year in accordance with Internal Revenue Code Section 706(d), using any conventions permitted by law and selected by the members. All distributions on or before the date of such sale or transfer shall be made to the selling or transferor member, and all distributions thereafter shall be made to the purchaser or transferee. Solely for purposes of making such allocations and distributions, the company shall recognize such sale or transfer not later than the end of the calendar month during which it is given notice of such sale or transfer, provided that, if the Company is given notice of a sale or transfer at least ten business days prior to the sale or transfer the Company shall recognize such sale or transfer as the date of such sale or transfer, and provided further that, if the company does not receive a notice stating the date such ownership interest was sold or transferred and such other information as the members may reasonably require within 30 days after the end of the fiscal year during which the sale or transfer occurs, then all such items shall be allocated, and all distributions shall be made, to the person who, according to the books and records of the Company, was the owners of the ownership interest on the last day of the fiscal year during which the sale or transfer occurs. Neither the Company nor any member shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 6.8, whether or not any member or the Company has knowledge of any sale or transfer of ownership of any interest.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

ARTICLE 7
WITHDRAWAL AND DISSOLUTION

7.1 **Withdrawal.** Each member agrees not to withdraw from the Company without the consent of a majority of the members.

7.2 **Events of Dissolution.** Except as otherwise provided in this Agreement, the Company shall dissolve upon the earlier of: (a) the time, if any, for dissolution specified in the Articles of Organization; (b) the death, incompetence, withdrawal, expulsion, bankruptcy, or dissolution of any member; or (c) approval of dissolution by a majority of the members.

7.3 **Effect of Death of a Member.** In the event of the death of a member, the remaining members may within 120 days elect to: (a) Continue the Company and admit the deceased member's spouse, estate, or other beneficiary as a member in place of the deceased member in accordance with Section 6.5.1; (b) If there are at least two remaining members, continue the Company among the surviving members and purchase the ownership interest or the deceased member pursuant to the provisions of Sections 7.6 and 7.7. The election shall be at the sole discretion of the surviving members and shall require their unanimous consent. If the surviving member(s) does not so elect, the Company shall be dissolved.

7.4 **Effect of Withdrawal or Other Event.** Upon the incompetence, withdrawal, expulsion, bankruptcy, or dissolution of a member, if there are at least two remaining members, the remaining members may within 120 days elect to continue the Company among themselves and to purchase the ownership interest of the affected member pursuant to the provisions of Sections 7.6 and 7.7. The election shall be at the sole discretion of the remaining members and shall require their unanimous consent. If there is only one remaining member, the remaining member may elect to continue the business of the Company as a sole proprietorship or business entity, including a single-member limited liability company, by purchasing the ownership interest or the affected member pursuant to the provisions of Sections 7.6 and 7.7. If the remaining member or member do not so elect, the Company shall be dissolved.

7.5 **Liquidation Upon Dissolution and Winding Up.** Upon the dissolution of the Company, the members shall wind up the affairs of the Company. A full account of the assets and liabilities of the Company shall be taken. The assets shall be promptly liquidated and the proceeds thereof applied as required by the Act. With approval by vote of the members, the Company may, in the process of winding up the Company, elect to distribute certain property in kind.

7.6 **Valuation of Member's Ownership Interest.** Upon an election by the Company to purchase the ownership interest of a member pursuant to Section 7.3 or 7.4, the value of the selling member's ownership interest shall be determined by multiplying the selling member's percentage or fractional ownership interest in the Company without regard to any minority interest

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

discount times the Agreed Value of the Company. The term "Agreed Value" means that dollar amount last unanimously agreed upon in writing or by Company resolution. Notwithstanding anything contained in this Agreement to the contrary, if the date of the most recent determination of Agreed Value is more than eighteen months prior to the date in the event giving rise to the purchase and sale of ownership rights or an interest, then the value of the Company shall be determined by agreement of the members and the affected member's personal representative or other legal representative. If the parties cannot agree on a value, the parties will select an appraiser within sixty days of the election by the Company who has experience in appraising similar businesses. If the parties cannot agree on an appraiser, they each will select an appraiser who has experience in appraising similar businesses who will appraise the value of the Company within sixty days of the selection of the appraisers. If the appraisers selected by the parties are unable to agree on a value for the Company, the appraisers will select a third appraiser whose determination of the value of the Company shall be final. The fees and other costs of each of the appraisers selected by the parties shall be borne by the party appointing each appraiser, with the fees and other costs of the third appraiser shared equally by the two parties.

7.7 **Payment for Member's Interest.** The purchase price for a member's ownership interest purchased pursuant to Section 7.3 or 7.4 shall be paid in 60 substantially equal, consecutive monthly payments, including principal interest. Interest shall accrue at the rate established by reference to the Treasury Constant Maturity Average published by the Federal Reserve Bank plus two percent (2%). The first payment shall be made not later than 90 days following such date. The Company may prepay the remaining amount of the purchase price at any time.

7.8 **Effect of Purchase of Member's Interest.** A member shall cease to be a member upon the Company's election to purchase the member's ownership interest pursuant to Section 7.4 or 7.4. During the period in which the Company is making payments to the former member, the former member shall have no rights as a member in the Company.

ARTICLE 8
INDEMNIFICATION

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

8.1 **General Indemnification.** The Company shall indemnify each of its members to the fullest extent permissible under Oregon law, as the same exists or may hereafter be amended, against all liability, loss and costs (including, without limitation, attorney fees) incurred or suffered by such person by reason of or arising from the fact that such person is or was a member of the Company, or is or was serving at the request of the Company as a manager, director, officer,

partner, trustee, employee, or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. The Company may, by action of the members, provide indemnification to employees and agents of the Company who are not members. The indemnification provided in this section shall not be exclusive of any other rights to which any person may be entitled under any statute, bylaw, agreement, resolution of member, contract, or otherwise.

8.2 **Sale of Membership Interest.** Upon the sale of a membership interest by a member, the Company shall seek to refinance the debt existing at the time of the sale of the membership interest guarantee of the debt. In the event the Company cannot refinance the debt existing at the time of the sale of the membership interest, the Company shall indemnify the selling member against all liability, loss and costs (including, without limitation, attorney fees) incurred or suffered by such person or such person's spouse by reason of or arising from the fact that such person or such person's spouse personally guaranteed the debt.

ARTICLE 9
AMENDMENTS

The members may amend or repeal the provisions of this Agreement by unanimous agreement set forth in writing or by action taken at a meeting of members called for that purpose. This Agreement may not be amended or repealed by oral agreement of the members.

ARTICLE 10
GENERAL PROVISIONS

10.1 **Notice.** Any notice required or permitted to be given by any party hereto to another shall be deemed effective when actual delivered. Notice shall be deemed effective forty-eight (48) hours after mailing by registered or certified mail or by air mail, cable, telegram, telex, facsimile transmission, or other commercial means of rapid delivery with postage or cost of transmission and delivery prepaid thereon to the parties at their respective addresses, until such time as either party shall give the other party not less than ten (10) days prior written notice of a change of address in accordance with the provisions hereof.

10.2 **Full Authority.** Each or the parties and signatories to this Agreement represents and warrants that each has the full right, power, legal capacity and authority to enter into and perform the parties' respective obligations hereunder and no approval or consents of any other person are necessary in connection therewith.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

10.3 **Choice of Law and Choice of Forum.**

10.3.1 **Choice of Law.** The validity of this Agreement and the rights, obligations, and relations of the parties hereunder shall be construed and determined under and in accordance with the substantive laws of the State of Oregon, without regard to its principles or conflicts of law.

10.3.2 **Choice of Forum.** Any action, suit, or proceeding arising from or relating to this Agreement as to any matter not subject to arbitration or with respect to any arbitration proceeding or award will not be commenced except in the appropriate court (state or federal) in the City of Portland, State of Oregon. The parties expressly consent to jurisdiction of such court.

10.4 **Severability.** Nothing contained herein shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained herein and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract, the latter shall prevail; but, the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

10.5 **Further Assurances and Additional Documents.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, or other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder to carry out the intent of the parties hereto. The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between the parties, and as against third parties.

10.6 **Remedies.** The parties shall have available all remedies at law or equity, as may be available under Oregon law, for breach or threatened breach of contract, including the remedy of specific enforcement.

10.7 **Attorney Fees.** In the event suit, action or arbitration is instituted to interpret or enforce the terms of this Agreement, including any action or participation in or in connection with a case or proceeding under any Chapter of the Bankruptcy Code or any successor statute, the prevailing party shall be entitled to such sums as the court may adjudge reasonable as attorney fees in such suit, action or proceeding, or upon any appeal from any judgment, order or decree entered therein, in addition to all other sums provided by law.

10.8 **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any person, other that the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement or to constitute such person a third-party beneficiary of this Agreement.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

10.9 **Excuse for Nonperformance.** Any party hereto shall be excused from performing any obligation or undertaking provided for in this Agreement in the

T 10544MP113

event and/or so long as the performance of such obligation is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, interruption, cessation, termination, action of elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, condemnation, requisition, law order of government or civil or military to naval authorities, or any other cause, whether similar or dissimilar to the foregoing not within the reasonable control of such party.

10.10 Neutral Interpretation. This Agreement constitutes the product of negotiations of the parties hereto and any enforcement hereof will be interpreted in a neutral manner and not more strongly for or against any party based upon the source of the draftsmanship hereof.

10.11 Arbitration and Mediation in Lieu of Litigation. The parties agree that all claims, controversies or disputes, whether they be statutory, contract and/or tort claims between or among the parties hereto which arise out of or are related to this Agreement, or which relate to the formation, interpretation, breach or invalidity of this Agreement, whether arising before, during or after termination, including jurisdiction of the Arbitrator(s) or arbitrability (hereinafter collectively referred to as "Claims"), shall be resolved in accordance with the mediation and arbitration procedures specified herein. The parties shall have in arbitration all remedies for breach of contract provided by Oregon law, including injunctive relief and specific enforcement.

10.11.1 **Mediation.** All "Claims" defined in the foregoing paragraph shall be submitted to mediation. The parties shall agree to a mediator. If the parties cannot agree as to the selection of a mediator, then either party may request appointment of a mediator from the American Arbitration Association or the Arbitration Service of Portland, Inc., whichever organization is selected by the party which first initiates arbitration by filing a claim in accordance with the filing rules or the organization selected. The parties shall share equally in the cost of the mediation process.

10.11.2 **Arbitration.** Any "Claims" that have not been resolved by mediation shall be resolved by compulsory and binding arbitration in accordance with the then-effective Commercial Arbitration Rules of the American Arbitration Association or the ten-effective arbitration rules of the Arbitration Service of Portland, inc., whichever organization is selected by the party which first initiates arbitration by filing a claim in accordance with the filing rules of the organization selected, except that the following shall apply:

(A) Every person nominated or recommended to serve as and arbitrator shall be a lawyer who has had experience as an arbitrator for at least ten (10) years and at least ten (10) years' experience as a

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

practicing attorney with expertise in interpreting contracts in the field of law involved in the subject controversy;

(B) If the dispute involves more than $30,000, three (3) arbitrators having such qualifications and experience shall be appointed, each of whom shall be selected in the same manner as set forth for the selection of a single arbitrator;

(C) The arbitrator(s) shall base the award on this contract and applicable law and judicial precedent and shall accompany their award with a written explanation of the reasons for their award. The substantive laws of the State of Oregon applicable to contracts made and to be performed therein shall govern the arbitration.

(D) Judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The parties shall share equally the fees and costs charged by the arbitration entity. The parties knowingly and voluntarily waive their rights to have their dispute tried and adjudicated by a judge or jury. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs, including reasonable attorney's fees, for having to compel arbitration or defend or enforce the award.

10.11.2 Place of Arbitration and Venue. The place of arbitration shall be Portland, Oregon. In the event that this arbitration clause is inapplicable or not enforceable for any reason and either party chooses to file an action or suit, then such action or suit shall be brought and heard in the appropriate court (state or federal) in the City of Portland, State of Oregon. The parties expressly consent to the jurisdiction of such court.

10.12 Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver or any breach of any provision be a waiver of any succeeding breach or the provision or a waiver of the provision itself or any other provision.

10.13 Time. TIME IS OF THE ESSENCE with respect to the performance of the duties and obligations of this Agreement.

10.14 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same Agreement.

10.15 Number and Gender. In this Agreement, the masculine, feminine or neuter gender and the singular or plural number, shall each be deemed to include the others whenever the context so requires.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

10.16 Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction. Any recitals set forth at the

T 10544 MP 113

beginning of this Agreement are contractual and shall be considered or referred to in resolving questions of interpretation or construction.

10.17 Calculation of Time. All period of time referred to herein shall include Saturdays and Sundays, and legal holidays in the state of Oregon, except that if the last day or any period falls on any Saturday, Sunday, or such holiday, the period shall be extended to include the next day which is not a Saturday, Sunday, or such holiday.

10.18 Modification or Amendments. No amendment, change, or modification of this Agreement shall be valid, unless in writing and signed by all the parties hereto.

10.19 Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

10.20 Entire Agreement. This Agreement constitutes the entire agreement between the parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

ADOPTED as of 6/1 of 2003 by the undersigned, constituting all of the members.

Dennis L. Pahlisch

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

WESTERN TITLE & ESCROW COMPANY

BEND OFFICE • 1345 NW Wall Street, Suite 200 • Bend, Oregon 97701 • (541) 389-5751 • FAX (541) 382-9182

Date: April 27, 2004

CENTRAL OREGON IRRIGATION DISTRICT
ATTN: LESLIE CLARK
2598 N HWY 97
REDMOND, OR 97756

Report No: 10-0124504
Your No: --

LOT BOOK SERVICE **$200.00**

LOT BOOK REPORT

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

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

and dated as of April 22, 2004 at 5:00 p.m.

We find that the title is vested in:

ELK HORN DEVELOPMENT, LLC, an Oregon Limited Liability Company

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

EXCEPTIONS PERTAINING TO PARCEL I

1. Unpaid taxes for the year 2003-2004
   - Original Amount: $1,827.72
   - Unpaid Balance: $1,827.72 plus interest
   - Tax Lot No.: 15-13-08-CD-00100
   - Serial No.: 129727, CODE 2-004

   OK

2. Lien,
   - Account No.: 15 13 08 CD TAX LOT 100
   - Recorded: February 11, 2004
   - Document No: 2004-07202, Official Records
   - In Favor Of: The City of Redmond
   - Amount: $43,810.00, plus interest, penalties and costs
   - For: West Side Sewer Interceptor Phase 3 Reimbursement District

   OK

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

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

4. Regulations, including levies, liens, assessments, water and irrigation rights and easements for ditches and canals of the Central Oregon Irrigation District. What does this mean?

5. Right of way for Central Oregon Irrigation Lateral C, as shown on the Deschutes County Assessors Map. OK

6. An easement created by instrument, including the terms and provisions thereof,
   Recorded: March 24, 1970
   Document No.: 169-335, Deed Records
   In favor of: Pacific Power & Light Company, OK

7. An easement created by instrument, including the terms and provisions thereof,
   Dated: June 28, 1980
   Recorded: August 29, 1980
   Document No.: 327-578, Deed Records
   Between: Pacific Power & Light Company
   And: Michael L. Severson OK

8. An easement created by instrument, including the terms and provisions thereof,
   Dated: July 25, 1980
   Recorded: August 29, 1980
   Document No.: 327-610, Deed Records
   In favor of: Pacific Power & Light Company, a corporation OK

9. Trust Deed, including the terms and provisions thereof, Need info
   Amount: $250,000.00
   Dated: August 6, 2003
   Recorded: August 13, 2003
   Document No.: 2003-55341, Official Records
   Grantor: Elk Horn Development, LLC, an Oregon Limited Liability Company
   Trustee: Western Title & Escrow Company
   Beneficiary: Columbia River Bank
   OK-got it Satisfied by reconveyance 2004-43854 7/26/04

10. Trust Deed, including the terms and provisions thereof, Need info
    Amount: $556,500.00
    Dated: July 3, 2003
    Recorded: July 3, 2003
    Document No.: 2003 – 45090, Official Records
    Grantor: Pahlisch Homes, Inc.
    Trustee: Western Title Company
    Beneficiary: John Pewther
    (INCLUDES OTHER PROPERTY)
    OK-got it satisfied by reconveyance 2006-59369 8/30/06

    The lien of John Pewther in the above Trust Deed was subordinated to the lien of the Trust Deed,
    Recorded: August 13, 2003
    Document No.: 2003-55341, Official Records
    By Subordination of Deed of Trust, including the terms and provisions thereof,
    Dated: August 6, 2003
    Recorded: August 13, 2003
    Document No.: 2003-55342, Official Records

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXCEPTIONS PERTAINING TO PARCEL II

11. Subject to the requirements and provisions of ORS Chapter 820, pertaining to the registration and transfer of ownership of a manufactured home and any interest of liens disclosed thereby. OK

12. Regulations, including levies, liens, assessments, water and irrigation rights and easements for ditches and canals of the Central Oregon Irrigation District. ?

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

14. Reservations, as disclosed in State Deed
    Dated: August 23, 1910
    Recorded: September 19, 1910
    Document No.: 8 – 258, Deed Records ?

15. Easement and/or right of way for ingress and egress, as disclosed in Bargain and Sale Deeds
    Dated: January 23, 1973
    Recorded: April 12, 1973
    Document No.: 194 – 256, Deed Records, and
    Dated: April 2, 1973
    Recorded: April 12, 1973
    Document No.: 194 – 257, Deed Records . OK

16. Right of way for Pacific Power & Light Company power lines, as disclosed in Bargain and Sale Deeds,
    Dated: January 23, 1973
    Recorded: April 12, 1973
    Document No.: 194 – 256, Deed Records, and
    Dated: April 2, 1973
    Recorded: April 12, 1973
    Document No.: 194 – 257, Deed Records OK

17. Trust Deed, including the terms and provisions thereof,
    Amount: $469,800.00
    Dated: August 6, 2003
    Recorded: August 13, 2003
    Document No.: 2003-55344, Official Records
    Grantor: Elk Horn Development LLC, an Oregon Limited Liability Company
    Trustee: Western Title & Escrow Company
    Beneficiary: Columbia River Bank
    (INCLUDES OTHER PROPERTY) Need info

18. Trust Deed, including the terms and provisions thereof,
    Amount: $556,500.00
    Dated: July 3, 2003
    Recorded: July 3, 2003
    Document No.: 2003 – 45090, Official Records
    Grantor: Pahlisch Homes, Inc.
    Trustee: Western Title Company
    Beneficiary: John Pewther
    (INCLUDES OTHER PROPERTY) Need Info

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

The lien of John Pewther in the above Trust Deed was subordinated to the lien of the Trust Deed
Recorded: August 13, 2003
Document No.: 2003-55344, Official Records
By Subordination Agreement, including the terms and provisions thereof,
Dated: August 6, 2003
Recorded: August 13, 2003
Document No.: 2003-55345, Official Records

NOTE: Taxes paid in full for the year 2003-2004
Original Amount: $2,419.89
Tax Lot No.: 15-13-08-CD-00200
Serial No.: 129726, CODE 2-004

OK

EXCEPTIONS PERTAINING TO PARCEL III

Parcels III + IV not part of T-10544

19. Unpaid taxes for the year 2003-2004
Original Amount: $935.87
Unpaid Balance: $935.87 plus interest
Tax Lot No.: 15-13-08-CD-00300
Serial No.: 179323, CODE 2-004

20. Unpaid taxes for the year 2003-2004
Original Amount: $0.56
Unpaid Balance: $0.56 plus interest
Tax Lot No.: 15-13-08-CD-00400
Serial No.: 166253, CODE 2-004

21. As disclosed by the assessment and tax roll, the premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty, will be levied for the number of years in which this special assessment was in effect for the land.
Account No.: 15-13-08-CD-300
Account No.: 15-13-08-CD-400

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

23. Regulations, including levies, liens, assessments, water and irrigation rights and easements for ditches and canals of the Central Oregon Irrigation District.

24. No liability is assumed if a financing statement is filed in the office of the Secretary of State covering crops/fixtures on the land described herein.

25. An easement created by instrument, including the terms and provisions thereof,
Dated: August 31, 1970
Recorded: September 3, 1970
Document No.: 171 – 933, Deed Records
In favor of: Pacific Power & Light Company, a corporation

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

26. Reservations, including the terms and provisions thereof, as disclosed by instrument,
Recorded: February 13, 1978
Document No.: 267 – 566, Official Records
And also reserved in Warranty Deed,
Recorded: June 12, 1986
Document No.: 125 – 179, Deed Records
Reservation of: An Easement for roadway and utility purposes of ingress and egress

27. An easement created by instrument, including the terms and provisions thereof,
Recorded: August 29, 1980
Document No.: 327 – 589, Deed Records
In favor of: Pacific Power & Light Company, a corporation

28. An easement created by instrument, including the terms and provisions thereof,
Dated: December 7, 1979
Recorded: June 16, 1981
Document No.: 342 – 633, Deed Records
In favor of: Key T.V. Inc.

29. Key T.V. and Pacific Power and Light easements as delineated on Minor Land Partition – MP 81-57.

30. Improvement Agreement, including the terms and provisions thereof,
Dated: June 7, 1982
Recorded: June 7, 1982
Document No.: 357 – 932, Deed Records
Between: City of Redmond
And: Brian H. Cunninghame

31. Trust Deed, including the terms and provisions thereof,
Amount: $469,800.00
Dated: August 6, 2003
Recorded: August 13, 2003
Document No.: 2003-55344, Official Records
Grantor: Elk Horn Development, LLC, an Oregon Limited Liability Company
Trustee: Western Title & Escrow Company
Beneficiary: Columbia River Bank
(INCLUDES OTHER PROPERTY)

32. Trust Deed, including the terms and provisions thereof,
Amount: $556,500.00
Dated: July 3, 2003
Recorded: July 3, 2003
Document No.: 2003 – 45090, Official Records
Grantor: Pahlisch Homes, Inc.
Trustee: Western Title Company
Beneficiary: John Pewther
(INCLUDES OTHER PROPERTY)

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

The lien of John Pewther in the above Trust Deed was subordinated to the lien of the Trust Deed
Recorded: August 13, 2003
Document No.: 2003-55344, Official Records
By Subordination Agreement, including the terms and provisions thereof,
Dated: August 6, 2003
Recorded: August 13, 2003
Document No.: 2003-55345, Official Records

NOTE: Application to Exempt a Manufactured Structure from Registration and Titling, including the terms and provisions thereof,
Recorded: November 5, 1993
Document No.: 318-580, Official Records

EXCEPTIONS PERTAINING TO PARCEL IV

33. Unpaid taxes for the year 2003-2004
Original Amount: $1407.37
Unpaid Balance: $1407.37 plus interest
Tax Lot No.: 15-13-08-CD 00500
Serial No.: 166252, CODE 2-004.

34. Regulations, including levies, liens, assessments, water and irrigation rights and easements for ditches and canals of the Central Oregon Irrigation District.

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

36. Reservations, including the terms and provisions thereof, as disclosed by instrument,
Recorded: September 19, 1910
Document No.: 8 – 258, Deed Records
Reservation of: Easement for rights of way for ditches, canals and for irrigation purposes

37. An easement created by instrument, including the terms and provisions thereof,
Dated: August 31, 1970
Recorded: September 3, 1970
Document No.: 171 – 933, Deed Records
In favor of: Pacific Power & Light Company, a corporation

38. Reservations, including the terms and provisions thereof, as disclosed by instrument,
Recorded: February 13, 1978
Document No.: 267 – 566, Deed Records
Reservation of: An Easement for roadway and utility purposes of ingress and egress

39. Right of way option, including the terms and provisions thereof,
Recorded: August 29, 1980
Document No.: 327 – 572, Deed Records
In favor of: Pacific Power & Light Company

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

40. An easement created by instrument, including the terms and provisions thereof,
Dated: July 26, 1980
Recorded: August 29, 1980
Document No.: 327 – 589, Deed Records
In favor of: Pacific Power & Light Company

41. An easement created by instrument, including the terms and provisions thereof,
Dated: January 31, 1980
Recorded: June 16, 1981
Document No.: 342 – 633, Deed Records
In favor of: Key T.V. Inc.

42. Improvement Agreement, including the terms and provisions thereof,
Recorded: June 7, 1982
Document No.: 357 – 933, Deed Records
Between: City of Redmond
And: Brian H. Cunningham

43. Easement for water, as disclosed in Real Estate Contract, thereof,
Dated: August 21, 1982
Recorded: September 8, 1982
Document No.: 361 – 770, Deed Records

44. Roadway, utilities, irrigation ditches, and easements, as disclosed in Real Estate Contract
Dated: September 15, 1989
Recorded: September 19, 1989
Document No.: 192 – 1276, Official Records

45. Domestic water supply agreement and easements, including the terms and provisions thereof,
Dated: January 3, 1994
Recorded: January 5, 1994
Document No.: 324 – 2727, Official Records

46. Trust Deed, including the terms and provisions thereof,
Amount: $469,800.00
Dated: August 6, 2003
Recorded: August 13, 2003
Document No.: 2003-55344, Official Records
Grantor: Elk Horn Development, LLC, an Oregon Limited Liability Company
Trustee: Western Title & Escrow Company
Beneficiary: Columbia River Bank
(INCLUDES OTHER PROPERTY)

47. Trust Deed, including the terms and provisions thereof,
Amount: $556,500.00
Dated: July 3, 2003
Recorded: July 3, 2003
Document No.: 2003 – 45090, Official Records
Grantor: Pahlisch Homes, Inc.
Trustee: Western Title Company
Beneficiary: John Pewther
(INCLUDES OTHER PROPERTY)

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

The lien of John Pewther in the above Trust Deed was subordinated to the lien of the Trust Deed
Recorded: August 13, 2003
Document No.: 2003-55344, Official Records
By Subordination Agreement, including the terms and provisions thereof,
Dated: August 6, 2003
Recorded: August 13, 2003
Document No.: 2003-55345, Official Records

This report is to be utilized for information only. Any use of this report as a basis for transferring, encumbering or foreclosing the real property described will require payment in an amount equivalent to applicable title insurance premium as required by the rating schedule on file with the Oregon Insurance Division.

The liability of WESTERN TITLE & ESCROW COMPANY is limited to the addressee and shall not exceed the premium paid hereunder.

WESTERN TITLE & ESCROW COMPANY

Chris Owen

By: CHRIS OWEN, Title Officer

T 10544 WP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXHIBIT "A"

PARCEL I:
A portion of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of Section 8, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Starting at the South Quarter corner of said Section 8, the initial point as well as the point of beginning; thence North 00°02'00" West along the East line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), 1338.44 feet to the Northeast corner of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), thence North 89°54'00" West along the North line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), 657.02 feet to a ½" x 18" steel bar; thence South 00°27'00" West, 669.59 feet to a ½" x 18" steel bar; thence South 89°44'00" East, 486.00 feet to the center of C.O.I.D'S Lat. C; thence South 16°44'00" East along the centerline of said Lat. C, 329.76 feet; thence South 01°52'00" East along the centerline of said Lat. C, 355.29 feet to the South line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼); thence South 89°32'00" East along the South line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), 49.68 feet to the said South Quarter corner of the said Section 8, and the point of beginning. TL 100

PARCEL II:
The North Half of the West Half of the Southeast Quarter of the Southwest Quarter (N ½ W ½ SE ¼ SW ¼) of Section 8, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon. TL 200

PARCEL III:
A parcel of land situate in and being the West Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter (W ½ SW ¼ SE ¼ SW ¼) of Section 8, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a brass cap monumenting the Southwest corner of Section 8, Township 15 South, Range 13, East of the Willamette Meridian, the Initial Point; thence South 89°58'19" East along the South line of the Southwest Quarter of said Section 8, 1320.68 feet to the West 1/16 corner and the True Point of Beginning, a point witnessed by a ½" pipe which bears North 00°31'57" East, 30.00 feet and also witnessed by a ½" rod within a 2" pipe which bears South 60°13" West, 2.52 feet; thence South 89°58'19" East along said South line, 330.17 feet to the East line of the West Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter (W 1/2 SW ¼ SE ¼ SW ¼)and the

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

I 10544 MP 113

centerline of NW 30th Street being 60.00 feet wide, 30.00 feet each side of centerline; thence North 00°28'42" East along said East line and along said centerline, 668.22 feet to the North line of said Southwest Quarter of the Southeast Quarter of the Southwest Quarter (SW 1/4 SE ¼ SW ¼) a point witnessed by a ½" pipe on the West line of said street which bears North 89°55'02" West, 30.00 feet; thence North 89°55'02" West along said North line, 329.54 feet to a ½" pipe on the West line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼); thence South 00°31'57" West along said West line 668.54 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion lying in Northwest Antler Avenue.

ALSO EXCEPTING THEREFROM that portion dedicated to the public in Declaration of Dedication recorded July1, 1982 in Book 358, Page 919.

PARCEL IV:
The West 198 feet of the East Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter (E ½ SW ¼ SE ¼ SW ¼) of Section 8, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon.

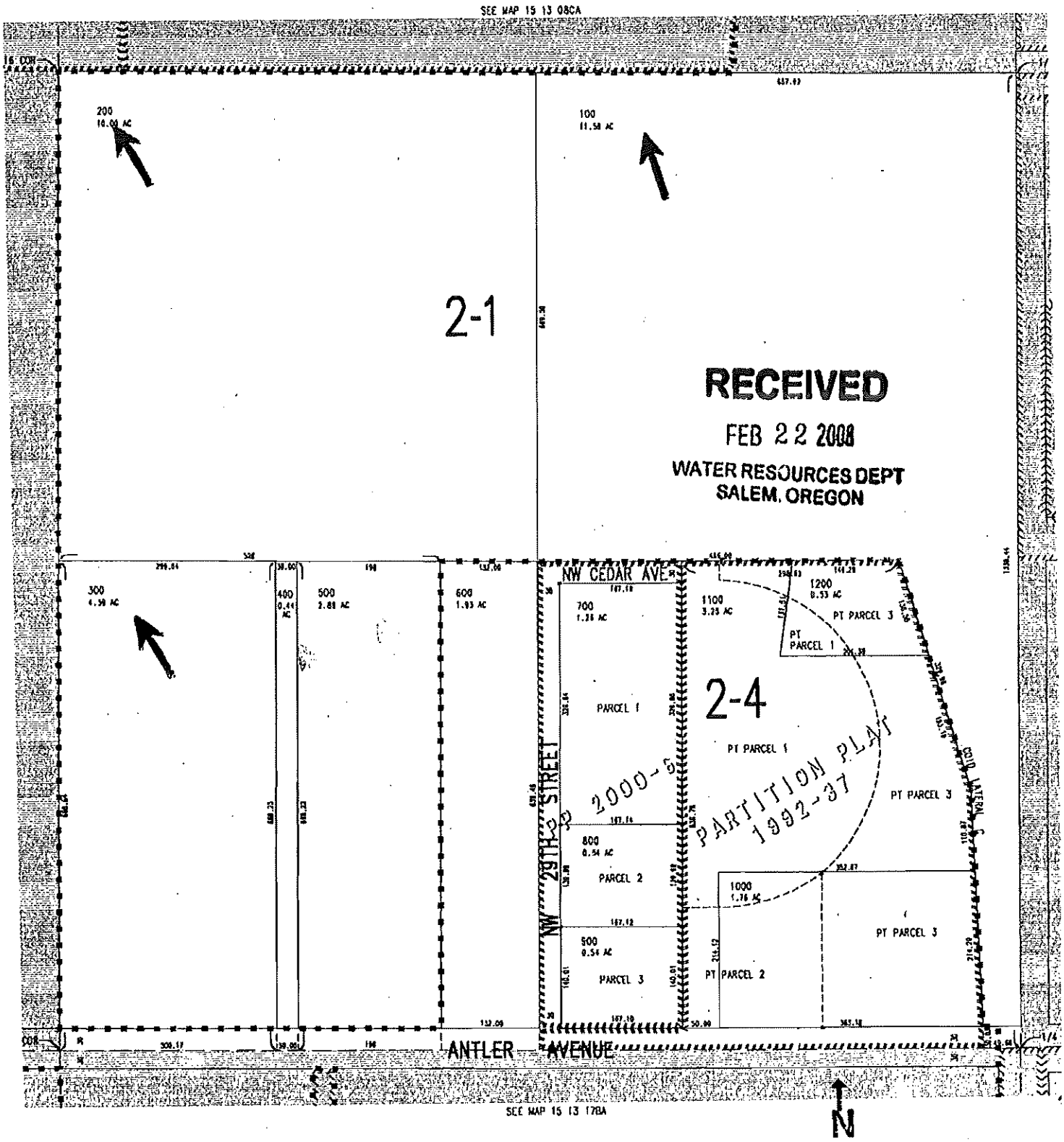
EXCEPTING THEREFROM that portion lying in Northwest Antler Avenue.

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

SE1/4 SW1/4 SEC. 08 T.15S. R.13E. W.M.
DESCHUTES COUNTY

1" = 100'



T 10544 MP 113

COMPLIMENTS OF
WESTERN TITLE & ESCROW CO.
THIS MAP IS NOT A SURVEY AND WE
ASSUME NO LIABILITY FOR INACCURACIES.

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2003-33340
$31.00
08/13/2003 11:27:32 AM
D-D Cnt=1 Stn=4 BECKEY
$5.00 $11.00 $10.00 $5.00

After recording return to:
ELK HORN DEVELOPMENT, LLC
549 SW MILLVIEW WAY #100
BEND, OR 97702

Until a change is requested all tax statements shall be sent to the following address:
ELK HORN DEVELOPMENT, LLC
549 SW MILLVIEW WAY #100
BEND, OR 97702

STATUTORY BARGAIN AND SALE DEED

PAHLISCH HOMES, INC., AN OREGON CORPORATION, Grantor,

conveys, to

ELK HORN DEVELOPMENT, LLC, an Oregon Limited Liability Company, GRANTEE,

the following described real property:

A portion of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 8, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows: Starting at the South Quarter corner of said Section 8, the initial point as well as the point of beginning; thence North 00°02'00" West along the East line of said Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4), 1338.44 feet to the Northeast corner of said Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4), thence North 89°54'00" West along the North line of said Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4), 657.02 feet to a 1/2" x 18" steel bar; thence South 00°27'00" West, 669.59 feet to a 1/2" x 18" steel bar; thence South 89°44'00" East, 486.00 feet to the center of C.O.I.D'S Lat. C; thence South 16°44'00" East along the centerline of said Lat. C, 329.76 feet; thence South 01°52'00" East along the centerline of said Lat. C, 355.29 feet to the South line of said Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4); thence South 89°32'00" East along the South line of said Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4), 49.68 feet to the said South Quarter corner of the said Section 8, and the point of beginning.

TL100

Tax Account No(s): [redacted]
Map/Tax Lot No(s): 15-13-08-CD-00100

The true consideration for this conveyance is $-0-.

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

Dated this 8 day of August, 2003.

PAHLISCH HOMES, INC.

BY _____
DENNIS L. PAHLISCH, PRESIDENT

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

STATE OF OREGON, COUNTY OF DESCHUTES) ss.

This instrument was acknowledged before me on August 8, 2003 by DENNIS L. PAHLISCH, PRESIDENT OF PAHLISCH HOMES, INC., AN OREGON CORPORATION.

_____
(Notary Public for Oregon)
My commission expires October 18 2003

OFFICIAL SEAL
NANCY E. KOWALSKI
NOTARY PUBLIC-OREGON
COMMISSION NO. 328206
MY COMMISSION EXPIRES OCT. 18, 2003

Recorded By:
Western Title & Escrow Co.
12-G100003

T 10544 MP 113

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2003-55343
$36.00
08/13/2003 11:27:32 AM
D-D Cnt=1 Stn=4 BECKEY
$10.00 $11.00 $10.00 $5.00

Recorded By:
Western Title & Escrow Co.
12-0106103

After recording return to:
ELK HORN DEVELOPMENT, LLC
549 SW MILLVIEW WAY #100
BEND, OR 97702

Until a change is requested all tax statements
shall be sent to the following address:
ELK HORN DEVELOPMENT, LLC
549 SW MILLVIEW WAY #100
BEND, OR 97702

STATUTORY BARGAIN AND SALE DEED

PAHLISCH HOMES, INC, AN OREGON CORPORATION, Grantor,

conveys to

ELK HORN DEVELOPMENT, LLC, an Oregon Limited Liability Company, GRANTEE,

the following described real property:

PARCEL I:
The North Half of the West Half of the Southeast Quarter of the Southwest Quarter (N 1/2 W 1/2 SE 1/4 SW 1/4) of Section 8, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

PARCEL II:
A parcel of land situate in and being the West Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter (W 1/2 SW 1/4 SE 1/4 SW 1/4) of Section 8, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows: Commencing at a brass cap monumenting the Southwest corner of Section 8, Township 15 South, Range 13, East of the Willamette Meridian, the Initial Point; thence South 89°58'19" East along the South line of the Southwest Quarter of said Section 8, 1320.68 feet to the West 1/16 corner and the True Point of Beginning, a point witnessed by a 1/2" pipe which bears North 00°31'57" East, 30.00 feet and also witnessed by a 1/2" rod within a 2" pipe which bears South 60°13" West, 2.52 feet; thence South 89°58'19" East along said South line, 330.17 feet to the East line of the West Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter (W 1/2 SW 1/4 SE 1/4 SW 1/4) and the centerline of NW 30th Street being 60.00 feet wide, 30.00 feet each side of centerline; thence North 00°28'42" East along said East line and along said centerline, 668.22 feet to the North line of said Southwest Quarter of the Southeast Quarter of the Southwest Quarter (SW 1/4 SE 1/4 SW 1/4) a point witnessed by a 1/2" pipe on the West line of said street which bears North 89°55'02" West, 30.00 feet; thence North 89°55'02" West along said North line, 329.54 feet to a 1/2" pipe on the West line of said Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4); thence South 00°31'57" West along said West line 668.54 feet to the Point of Beginning. EXCEPTING THEREFROM that portion lying in Northwest Antler Avenue. ALSO EXCEPTING THEREFROM that portion dedicated to the public in Declaration of Dedication recorded July1, 1982 in Book 358, Page 919.

PARCEL III: The West 198 feet of the East Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter (E 1/2 SW 1/4 SE 1/4 SW 1/4) of Section 8, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon. EXCEPTING THEREFROM that portion lying in Northwest Antler Avenue.

Tax Account No(s) [redacted]
Map/Tax Lot No(s): 15-13-08-CD-00200, 15-13-08-CD-00300, 15-13-08-CD-00400, 15-13-08-CD-00500

The true consideration for this conveyance is $-0-.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this 8 day of August, 2003.

PAHLISCH HOMES, INC.

BY _____
DENNIS L. PAHLISCH, PRESIDENT

OFFICIAL SEAL
NANCY E. KOWALSKI
NOTARY PUBLIC-OREGON
COMMISSION NO. 326266
MY COMMISSION EXPIRES OCT. 18, 2003

STATE OF OREGON, COUNTY OF DESCHUTES) ss.

This instrument was acknowledged before me on August 8, 2003 by DENNIS L. PAHLISCH, AS PRESIDENT OF PAHLISCH HOMES, INC., AN OREGON CORPORATION.

_____
(Notary Public for Oregon)
My commission expires 10-18-2003

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

Thank You

April 18, 2007

Gen Hubert
Deschutes Water Exchange Mitigation Bank
P.O. Box 1560
Bend, OR 97701

Dear Gen:

Thank you for participating in the Short-Term Instream Leasing Program and Deschutes Mitigation Credit Program. I want to express appreciation for your participation in these programs and cooperation in helping to improve streamflows for fish and aquatic life and to provide mitigation water to ground water users in the Deschutes Ground Water Study Area.

This instream lease has been approved and has been awarded mitigation credits

Enclosed is a copy of the final order approving the instream lease and mitigation credit project. If you have any questions, please call me at (503) 986-0884.

Sincerely,

Laura Snedaker
Field Services Division

c: Jeremy Giffin, Watermaster District 11
Laura Wolam, Central Oregon Irrigation District
file IL-807 / MP-98 COID-07-03

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

COPY

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

Notary Public for Oregon

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

COPY

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Lease of Existing Water Rights for Instream Use and Preliminary and Final Award of Mitigation Credits, Certificates 76358, Crook and Deschutes Counties	)))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE & MITIGATION CREDIT PROJECT

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating instream lease applications.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Lessor
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes Water Exchange (DWE)
Mitigation Bank
P.O. Box 1560
Bend, Oregon 97709
gen@deschutesriver.org

Findings of Fact

1. On March 19, 2007, COID and the DWE Mitigation Bank filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number IL-807.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

2. The rights to be leased are as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 17.66 acres from Point of Diversion (POD) #1 and 55.78 acres from POD #11
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

POD #1

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.221 CFS	0.294 CFS	0.388 CFS	
December 2, 1907			0.157 CFS	
Totals	0.221 CFS	0.294 CFS	0.545 CFS	175.01 AF

POD #2

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.697 CFS	0.930 CFS	1.227 CFS	
December 2, 1907			0.495 CFS	
Totals	0.697 CFS	0.930 CFS	1.722 CFS	552.78 AF

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.

Source: Deschutes River, tributary to the Columbia River

Authorized Place of Use:

Twp	Rng	Mer	Sec	Q-Q	POD	Tax Lot	Acres
14 S	13 E	WM	16	SW SE	11	2400	0.3
15 S	13 E	WM	4	NE NE	11	600	5.0
15 S	13 E	WM	4	SE SE	11	800	0.65
15 S	13 E	WM	4	SE SE	11	900	0.6
15 S	13 E	WM	4	SW SW	11	704	6.31
15 S	13 E	WM	8	SE SW	11	100	7.6
15 S	13 E	WM	8	SE SW	11	200	9.5
15 S	13 E	WM	8	SW SW	11	802	0.9
15 S	13 E	WM	8	SW SW	11	600	1.0
15 S	13 E	WM	8	SW SW	11	601	0.6
15 S	13 E	WM	8	SW SW	11	602	0.5
15 S	13 E	WM	8	SW SW	11	801	0.77
15 S	13 E	WM	8	SW SW	11	803	1.0
15 S	13 E	WM	8	SW SW	11	700	4.0
15 S	13 E	WM	8	SW SW	11	900	4.0
15 S	13 E	WM	9	SW NW	11	501	0.8
15 S	13 E	WM	18	SW SE	11	2802	3.74
15 S	13 E	WM	18	SW SE	11	2809	0.26
15 S	13 E	WM	20	NW NW	11	201	4.4
15 S	13 E	WM	21	SW NW	11	2800	0.35
15 S	13 E	WM	21	SW NW	11	200	0.25
15 S	13 E	WM	21	SW NW	11	300	0.25
15 S	13 E	WM	30	NW NW	11	902	3.0
17 S	12 E	WM	23	NE NE	1	106	6.8
17 S	12 E	WM	23	NW SW	1	1001	0.7
17 S	12 E	WM	26	NE SW	1	705	4.7
17 S	12 E	WM	28	NE SW	1	200	1.86
17 S	13 E	WM	31	NE SE	1	1100	3.0
17 S	14 E	WM	22	NE SE	1	801	0.2
18 S	13 E	WM	12	SE NW	1	501	0.4

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
18 S	11 E	WM	13	SW NE	Central Oregon Canal POD #1 – 1520 feet South & 1535 feet West from the NE corner of Section 13
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

3. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

4. The instream use is as follows:
Deschutes River tributary to the Columbia River

Instream Reach #1: From POD #1 to POD #11 (both as described in Finding of Fact #3)

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.121 Season 2: 0.162 Season 3: 0.300	96.26	April 1 – Oct. 26

Instream Reach #2: From POD #11 to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.505 Season 2: 0.673 Season 3: 1.247	400.28	April 1 – Oct. 26

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

5. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under Certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

The total volume protected instream shall not exceed 400.28 AF.

6. There is a supplemental water right, Certificate 76714, appurtenant to all or a portion of the lands described in Finding of Fact # 2. The Lessor and Lessee have requested that this water right not be included as part of this lease application. During the term of the lease, water use under this right will also be suspended.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new

injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

9. The lease application identifies the term of the lease as extending through 2011. However, the Lessee and Lessor have clarified that the term of this lease should only extend through 2007. Therefore, this lease will terminate on October 31, 2007.

Preliminary Award of Deschutes Basin Mitigation Credits

10. The Lessee, a mitigation bank chartered by the Water Resources Commission, has requested that the portion of the right to be protected instream be used to generate mitigation credits.

11. The Department assigned this mitigation credit project number MP-98.

12. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6). The Department also provided notice of the mitigation credit project to the Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, Oregon Parks and Recreation Department, Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2). Comments were received from Oregon Parks and Recreation Department. These comments identified that the proposed lease will contribute to flows necessary for recreation and aesthetic and scenic attraction.

13. No modifications were made to the lease based on the comments received.

14. The Department finds that 132.2 mitigation credits may be awarded to this mitigation credit project and assigned to the DWE Mitigation Bank. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the **General and Middle Deschutes Zones of Impact.**

15. The mitigation credits expire on December 31, 2007.

16. The use and maintenance of the mitigation credits is subject to the terms and conditions of the DWE Mitigation Bank Charter.

17. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of the Final Order approving the proposed instream lease shall result in completion of the project and verification that the project is complete.

No precedent is set by this Final Order as to the amount of mitigation credits that may be generated by a subsequent mitigation credit project.

T 10544 MP 113

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease conforms to the applicable provisions of OAR 690-077-0015.

This mitigation project results in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

ORDER

Therefore, it is ORDERED:

1. That the Lease as described herein is APPROVED.

2. The former place of use will no longer receive water as part of these rights, any supplemental rights or any other layered water rights for irrigation use, including ground water registrations, during the term of the lease.

3. The lease will terminate on October 31, 2007.

4. **Final Award of Deschutes Basin Mitigation Credits:** Issuance of this Final Order results in completion of the project and verification by the Department that the project is complete. The Department concludes that the mitigation credit project is awarded mitigation credits, as described above, pursuant to OAR 690-521-0400 and ORS 537.746. Mitigation Credits, in the amount of **132.2** credits, as described herein, are awarded to this mitigation project and assigned to the DWE Mitigation Bank. Mitigation Credits may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the **General and Middle Deschutes Zones of Impact.**

5. Mitigation credits are valid until used (or until they expire or are terminated) to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

6. The mitigation credits shall expire on December 31, 2007.

7. The use and maintenance of the mitigation credits shall be subject to the terms and conditions of the DWE Mitigation Bank Charter.

Dated at Salem, Oregon this 19th day of April 2007.

per Phillip C. Ward, Director

Mailing date: APR 24 2007

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Recorded By:
Western Title & Escrow Co.
12-0106008

RECORDATION REQUESTED BY:
Columbia River Bank
Shevlin Center
925 SW Emkay Dr., Suite 100
Bend, OR 97702

WHEN RECORDED MAIL TO:
Columbia River Bank
Shevlin Center
925 SW Emkay Dr., Suite 100
Bend, OR 97702

SEND TAX NOTICES TO:
ELK HORN DEVELOPMENT LLC
549 MILL VIEW WAY SUITE 100
BEND, OR 97702

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2003-55341
$66.00
00192419200300553410050080
08/13/2003 11:27:32 AM
M-DT Cnt=1 Stn=4 BECKEY
$40.00 $11.00 $10.00 $5.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

MAXIMUM LIEN. The lien of this Deed of Trust shall not exceed at any one time $250,000.00.

THIS DEED OF TRUST is dated August 6, 2003, among ELK HORN DEVELOPMENT LLC, an Oregon Limited Liability Company ("Grantor"); Columbia River Bank, whose address is Shevlin Center, 925 SW Emkay Dr., Suite 100, Bend, OR 97702 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and WESTERN TITLE & ESCROW COMPANY, whose address is 1345 NW Wall Street, Bend, OR 97701 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, represented in the Note dated August 6, 2003, in the original principal amount of $250,000.00, from Grantor to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in DESCHUTES County, State of Oregon:**

SEE ATTACHED EXHIBIT "A"

The Real Property or its address is commonly known as 2667 W. ANTLER AVENUE, REDMOND, OR 97756. The Real Property tax identification number is 15-13-08-CD-100

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2003-55344

$71.00

00192422200300553440080088

08/13/2003 11:27:32 AM

M-DT Cnt=1 Stn=4 BECKEY
$45.00 $11.00 $10.00 $5.00

RECORDATION REQUESTED BY:
Columbia River Bank
Shevlin Center
925 SW Emkay Dr., Suite 100
Bend, OR 97702

WHEN RECORDED MAIL TO:
Columbia River Bank
Shevlin Center
925 SW Emkay Dr., Suite 100
Bend, OR 97702

SEND TAX NOTICES TO:
ELK HORN DEVELOPMENT LLC
549 MILL VIEW WAY SUITE 100
BEND, OR 97702

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Recorded By:
Western Title & Escrow Co.
13-0106108

DEED OF TRUST

MAXIMUM LIEN. The lien of this Deed of Trust shall not exceed at any one time $469,800.00.

THIS DEED OF TRUST is dated August 6, 2003, among ELK HORN DEVELOPMENT LLC, an Oregon Limited Liability Company ("Grantor"); Columbia River Bank, whose address is Shevlin Center, 925 SW Emkay Dr., Suite 100, Bend, OR 97702 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and WESTERN TITLE & ESCROW COMPANY, whose address is 1345 NW Wall Street, Bend, OR 97701 (referred to below as "Trustee").

CONVEYANCE AND GRANT. **For valuable consideration, represented in the Note dated August 6, 2003, in the original principal amount of $469,800.00, from Grantor to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary** all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in DESCHUTES County, State of Oregon:**

Links WRs

SEE ATTACHED EXHIBIT "A"

The Real Property or its address is commonly known as 2999, 3085 & 2989 W. ANTLER AVENUE, REDMOND, OR 97756. The Real Property tax identification number is 15-13-08-CD-200, 300, 400 & 500

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2003-45090

$71.00

00179843200300450900070079

07/03/2003 03:49:02 PM

M-DT Cnt=3 Stn=11 JEFF
$35.00 $10.00 $11.00 $10.00 $5.00

FILED FOR RECORD AT REQUEST OF:
JOHN PEWTHER
1790 SW 23rd Street
Redmond, Oregon 97756

WHEN RECORDED, MAIL TO:
ANDREW J. GERLICHER, Esq.
Foster Pepper Tooze LLP
101 SW Main, 15th Floor
Portland, Oregon 97204

DEED OF TRUST, Assignment of Rents, Security Agreement, and Financing Statement (Fixture Filing)

As of the 3 day of July, 2003, this Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement (Fixture Filing) (this "Deed of Trust") is granted and entered into by:

"Grantor":	PAHLISCH HOMES, INC., 549 SW Mill View Way Ste 100 Bend OR 97702
to "Trustee":	WESTERN TITLE COMPANY 153 SW 5th Street Redmond, Oregon 97756
for the benefit of "Beneficiary":	JOHN PEWTHER 1790 SW 23rd Street Redmond, Oregon 97756

to encumber those parcels of real property situated in the, County of Deschutes, State of Oregon, as more particularly described in Exhibit A (collectively the "Realty"), with respect to repayment of the sum of FOUR HUNDRED EIGHTY THOUSAND DOLLARS ($480,000.00) (the "Stated Principal Sum"). TO SECURE PAYMENT of the Stated Principal Sum, including the Participation Amount thereon, in accordance with the terms and provisions of the Promissory Note, in an amount of not less than $480,000.00 and not more than $556,500.00 of this same date (the "Note"), and other amounts due thereunder, GRANTOR HEREBY BARGAINS, SELLS AND CONVEYS to the Trustee the Realty, WITH POWER OF SALE, and Grantor further WARRANTS, COVENANTS AND AGREES as follows:

1. THE REALTY. The Realty includes all right, title and interest which Grantor has or may have or acquire, now or hereafter, in or to the Realty, such as but not limited to water rights, rents, issues and profits, reversions and remainders, and all fixtures ("Fixtures"), and all improvements now or hereafter situated or erected or installed in or upon the Realty ("Improvements"). The Realty is a parcel of land located in Deschutes County, Oregon, containing approximately 30 acres

← Lists WRs

~~Recorded By~~:
~~Western Title & Escrow~~ Co

RECORDED BY WESTERN TITLE AS AN ACCOMMODATION ONLY. NO LIABILITY ACCEPTED FOR CONDITION OF TITLE OR VALIDITY, SUFFICIENCY, OR AFFECT OF DOCUMENT.
12-009108

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

COPY

CENTRAL OREGON IRRIGATION DISTRICT

MAIL TAX STATEMENT
TO: NO CHANGE

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, George A.. Arthur and Jennifer Arthur, as tenants by the entirety, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 4.40 acres of COID water rights that are appurtenant to the lands listed in Exhibit A, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-20 NW NW 201.

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

By entry of this deed, grantor hereby notifies any subsequent purchaser of the lands listed in Exhibit A that grantor, as owner of the subject land, approved the transfer (including a change in the place and type of use and point of diversion) of the water rights that are appurtenant to the subject land; and that upon completion of a transfer, by election of COID, the subject land will have 4.10 acres of appurtenant water rights remaining.

Furthermore, upon signing of this agreement, George A., Arthur and Jennifer Arthur shall no longer be liable for any district assessment or charges pertaining to the 4.40 acres of water rights incurred.

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

Consideration for this Quitclaim: $4,050.00 ($300.00 Transfer Fee due to COID & $3,750.00 check)

15-13-20
NW NW
Tax Lot 201

Grantor:

George A. Arthur — Date 6/22/05

Jennifer Arthur — Date 6/22/05

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on June 22nd, 2005 by George A. Arthur.

OFFICIAL SEAL
KIMBERLY GUTHRIE
NOTARY PUBLIC - OREGON
COMMISSION NO. 370022
MY COMMISSION EXPIRES JULY 18, 2007

Kimberly Guthrie
Notary Public

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

© Central Oregon Irrigation District 2005

T 10544 MP 113

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2005-43218

$46.00

00377527200500432180050055

07/07/2005 11:13:25 AM

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

DESCHUTES COUNTY CLERK

CERTIFICATE PAGE

This page must be included
if document is re-recorded.
Do Not remove from original document.

RECEIVED

FEB 22 2008

WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on June 22nd, 2005 by Jennifer Arthur.

OFFICIAL SEAL
KIMBERLY GUTHRIE
NOTARY PUBLIC - OREGON
COMMISSION NO. 370022
MY COMMISSION EXPIRES JULY 18, 2007

Kimberly Guthrie
Notary Public

Grantee:

Date 6-22-2005

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on June 22, 2005 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

Leslie Clark
Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC - OREGON
COMMISSION NO. 354136
MY COMMISSION EXPIRES FEB. 5, 2006

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

EXHIBIT "A"
LEGAL DESCRIPTION

Commencing at the Northwest corner of Section Twenty (20), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon; thence South 89°33'10" East along the North line of said Section 20 a distance of 660.48 feet to the Northwest corner of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter (NE1/4NW1/4NW1/4) of said Section 20; thence South 00°19'33" East a distance of 30.00 feet to the true point of beginning; thence continuing South 00°19'33" East a distance of 630.79 feet to the Southwest corner of said NE1/4NW1/4NW1/4; thence South 89°46'44" a distance of 661.70 feet to the Southeast corner of said NE1/4NW1/4NW1/4; thence North 00°26'26" West a distance of 628.20 feet to the South right-of-way line of SW Obsidian Avenue; thence North 89°33'10" West along said right-of-way line a distance of 308.40 feet; thence South 00°19'33" East a distance of 230.00 feet; thence North 89°33'10" West a distance of 130.00 feet; thence North 00°19'33" West a distance of 230.00 feet to the South right-of-way line of said SW Obsidian Avenue; thence North 89°33'10" West along said right-of-way line a distance of 222.08 feet to the true point of beginning.

TL 201

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

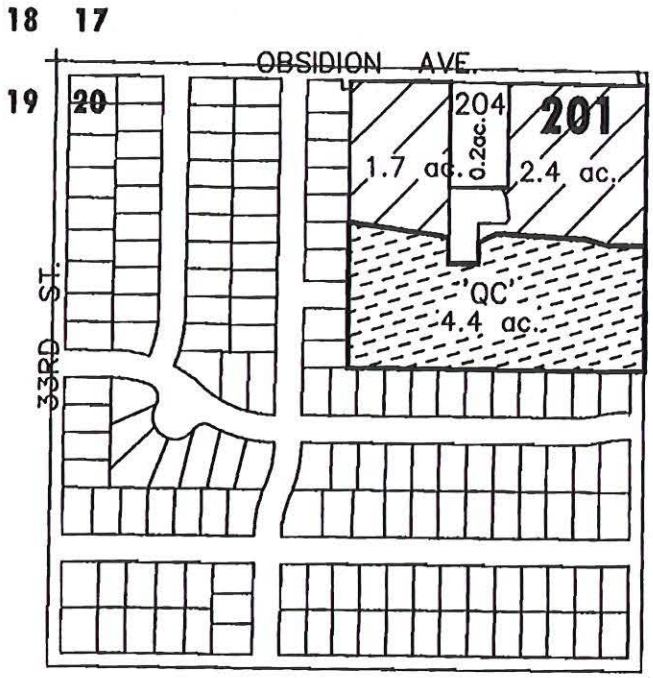
COPY

DESCHUTES COUNTY
SEC.20 T15S. R13E. W.M.

SCALE - 1" = 400'

N↑

NW 1/4 OF THE NW 1/4



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

"QUITCLAIM" LANDS

EXISTING WATER RIGHTS

CENTRAL OREGON IRRIGATION DISTRICT

QUITCLAIM DEED FOR WATER RIGHTS TRANSFER

QUITCLAIM MAP

NAME: GEORGE ARTHUR TO COID

TAXLOT #: 201 4.4 ACRES 'QC'

DATE: 06-08-05 FILE NO: E:\TRANSFER\WRTRANS\ARTHUR_QC

T 10544 MP 113

AmeriTitle

PRELIMINARY TITLE REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

June 2, 2005
Report #1
Title Number : 077249
Title Officer : TERRI ALLEN

Policy or Policies to be issued: Liability Premium
REPORT

We are prepared to issue 1992 ALTA title insurance policy(ies) of CHICAGO TITLE INSURANCE COMPANY of OREGON, in the usual form insuring the title to the land described as follows:

See Attached Exhibit "A"

Vestee:

GEORGE A. ARTHUR and JENNIFER ARTHUR,
as tenants by the entirety

Dated as of May 19, 2005 at 7:30 a.m.

Schedule B of the policy(ies) to be issued will contain the following general and special exceptions unless removed prior to issuance:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Easements, liens, encumbrances, interests or claims thereof which are not shown by the public records. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

4. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law not shown by the public records.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

2004 100 BEST COMPANIES TO WORK FOR

SPECIAL EXCEPTIONS:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 20B0 00201
Account No. [redacted]

NOTE: The 2004-2005 Taxes: $1,873.97, Paid in full.

6. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Central Oregon Irrigation District. ?

7. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein
   As granted to: Central Electric Cooperative, Inc.
   Recorded: July 29, 1952
   Book-Page: 101-392, Deed Records OK

   Said easement transferred to Midstate Electric Cooperative, Inc. by deed recorded August 28, 1954 in Book 108, Page 136, Deed Records.

8. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein
   As granted to: Central Electric Cooperative, Inc.
   Recorded: August 9, 1954
   Book-Page: 108-51, Deed Records OK

9. Improvement Agreement, including the terms and provisions thereof, recorded December 22, 1981 in Book 351, Page 948, Deed Records. ?

This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

AmeriTitle

By: _____
Terri Allen, Title Officer
TA:kw

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

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXHIBIT "A"
LEGAL DESCRIPTION

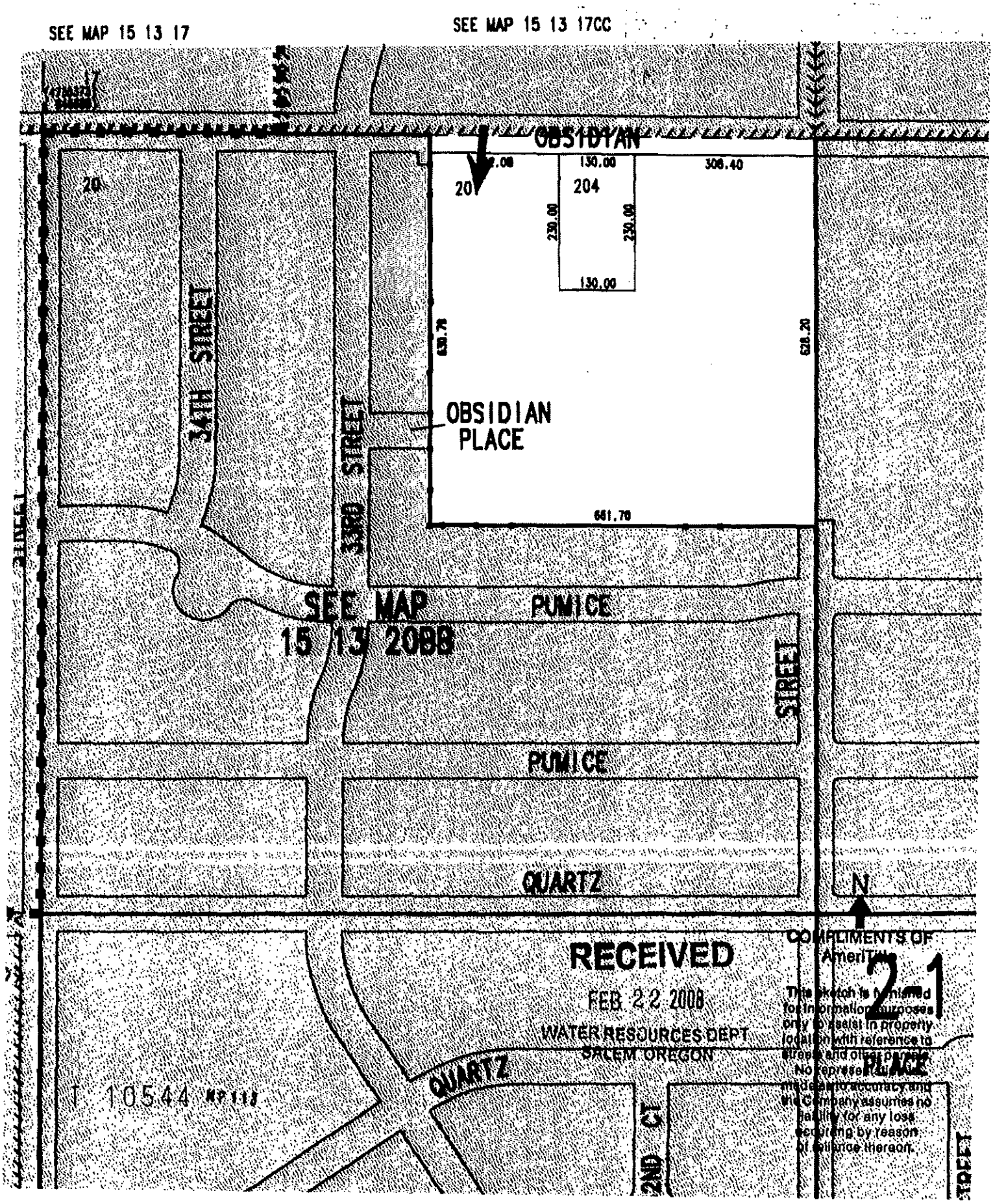
Commencing at the Northwest corner of Section Twenty (20), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon; thence South 89°33'10" East along the North line of said Section 20 a distance of 660.48 feet to the Northwest corner of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter (NE1/4NW1/4NW1/4) of said Section 20; thence South 00°19'33" East a distance of 30.00 feet to the true point of beginning; thence continuing South 00°19'33" East a distance of 630.79 feet to the Southwest corner of said NE1/4NW1/4NW1/4; thence South 89°46'44" a distance of 661.70 feet to the Southeast corner of said NE1/4NW1/4NW1/4; thence North 00°26'26" West a distance of 628.20 feet to the South right-of-way line of SW Obsidian Avenue; thence North 89°33'10" West along said right-of-way line a distance of 308.40 feet; thence South 00°19'33" East a distance of 230.00 feet; thence North 89°33'10" West a distance of 130.00 feet; thence North 00°19'33" West a distance of 230.00 feet to the South right-of-way line of said SW Obsidian Avenue; thence North 89°33'10" West along said right-of-way line a distance of 222.08 feet to the true point of beginning.

TL 201

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

1" = 200'


SEE MAP 15 13 17
SEE MAP 15 13 17CC
OBSIDIAN
20
204
130.00
306.40
230.00
230.00
130.00
630.70
628.20
661.70
34TH STREET
33RD STREET
OBSIDIAN PLACE
SEE MAP 15 13 20BB
PUMICE
STREET
PUMICE
QUARTZ
N
RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON
QUARTZ
2ND CT
T 10544 MP 113
COMPLIMENTS OF
2-1
This sketch is furnished for informational purposes only to assist in properly locating with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.

VOL: 2000 PAGE: 44106
RE-RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Oct. 31, 2000; 9:27 a.m.

RECEIPT NO: 27925

DOCUMENT TYPE: Deed

FEE PAID: $36.00

NUMBER OF PAGES: 2

Mary Sue Penhollow

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

COPY

2000-44106-1

VOL: 2000 PAGE: 43379
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES

*2000-43379 * Vol-Page Printed: 10/26/2000 11:21:59

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Oct. 26, 2000; 11:17 a.m.

RECEIPT NO: 27761

DOCUMENT TYPE: Deed

FEE PAID: $31.00

NUMBER OF PAGES: 1

Mary Sue Penhollow

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

HP 113

31 158251-03

2000-44106-2

FORM No. 799 – BARGAIN AND SALE DEED (Individual or Corporate). COPYRIGHT 1998 STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR 97204

FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON
P.O. BOX 993
BEND, OR 97709

2000-43379-1

JENNIFER ARTHUR
3220 SW OBSIDIAN AVENUE
REDMOND, OR 97756
Grantor's Name and Address

GEORGE A. ARTHUR & JENNIFER ARTHUR
322 SW OBSIDIAN AVENUE
REDMOND, OR 97756
Grantee's Name and Address

After recording, return to (Name, Address, Zip):
GEORGE A. ARTHUR & JENNIFER ARTHUR
3220 SW OBSIDIAN AVENUE
REDMOND, OR 97756

Until requested otherwise, send all tax statements to (Name, Address, Zip):
GEORGE A. ARTHUR & JENNIFER ARTHUR
3220 SW OBSIDIAN AVENUE
REDMOND, OR 97756

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON, County of ..... } ss.

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

Witness my hand and seal of County affixed.

NAME TITLE

By ....., Deputy.

BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS that JENNIFER ARTHUR, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto GEORGE A. ARTHUR AND JENNIFER ARTHUR, HUSBAND AND WIFE, hereinafter called grantee, and unto grantee's heirs, successors and assigns, all of that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in DESCHUTES County, State of Oregon, described as follows, to-wit:

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NE1/4 NW1/4 NW1/4) OF SECTION TWENTY (20), TOWNSHIP FIFTEEN (15) SOUTH, EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON.

*RANGE THIRTEEN (13)

Rerecorded to correct legal description, previously recorded in Vol. 2000 Page 43379

RECORDED BY FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON AS AN ACCOMODATION ONLY. NO LIABILITY IS ACCEPTED FOR THE CONDITION OF TITLE OR FOR THE VALIDITY, SUFFICIENCY, OR EFFECT OF THIS DOCUMENT.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is $ NONE ① However, the actual consideration consists of or includes other property or value given or promised which is ☐ part of the ☒ the whole (indicate which) consideration.① (The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument this 17 day of Oct, 2000; if grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

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

By Jennifer Arthur

T 10544 MP113

STATE OF OREGON, County of DESCHUTES. This instrument was acknowledged before me on October 17, 2000, by JENNIFER ARTHUR.

This instrument was acknowledged before me on ....., 19....., by ..... as .....

OFFICIAL SEAL
GINA M TIANO
NOTARY PUBLIC - OREGON
COMMISSION NO. 330663
MY COMMISSION EXPIRES MARCH 2, 2004

Gina M Tiano
Notary Public for Oregon
My commission expires 3/2/2004

COPY

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

T 10544 MP 113

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

Leslie Clark
Notary Public for Oregon

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Oregon
Theodore R. Kulongoski, Governor

COPY

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

Thank You

April 18, 2007

Gen Hubert
Deschutes Water Exchange Mitigation Bank
P.O. Box 1560
Bend, OR 97701

Dear Gen:

Thank you for participating in the Short-Term Instream Leasing Program and Deschutes Mitigation Credit Program. I want to express appreciation for your participation in these programs and cooperation in helping to improve streamflows for fish and aquatic life and to provide mitigation water to ground water users in the Deschutes Ground Water Study Area.

This instream lease has been approved and has been awarded mitigation credits

Enclosed is a copy of the final order approving the instream lease and mitigation credit project. If you have any questions, please call me at (503) 986-0884.

Sincerely,

Laura Snedaker
Field Services Division

c: Jeremy Giffin, Watermaster District 11
Laura Wolam, Central Oregon Irrigation District
file IL-807 / MP-98 COID-07-03

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Lease of Existing Water Rights for Instream Use and Preliminary and Final Award of Mitigation Credits, Certificates 76358, Crook and Deschutes Counties	)))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE & MITIGATION CREDIT PROJECT

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating instream lease applications.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Lessor
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes Water Exchange (DWE)
Mitigation Bank
P.O. Box 1560
Bend, Oregon 97709
gen@deschutesriver.org

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Findings of Fact

1. On March 19, 2007, COID and the DWE Mitigation Bank filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number IL-807.

2. The rights to be leased are as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 17.66 acres from Point of Diversion (POD) #1 and 55.78 acres from POD #11
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

POD #1

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.221 CFS	0.294 CFS	0.388 CFS	
December 2, 1907			0.157 CFS	
Totals	0.221 CFS	0.294 CFS	0.545 CFS	175.01 AF

POD #2

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.697 CFS	0.930 CFS	1.227 CFS	
December 2, 1907			0.495 CFS	
Totals	0.697 CFS	0.930 CFS	1.722 CFS	552.78 AF

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.

Source: Deschutes River, tributary to the Columbia River

Authorized Place of Use:

Twp	Rng	Mer	Sec	Q-Q	POD	Tax Lot	Acres
14 S	13 E	WM	16	SW SE	11	2400	0.3
15 S	13 E	WM	4	NE NE	11	600	5.0
15 S	13 E	WM	4	SE SE	11	800	0.65
15 S	13 E	WM	4	SE SE	11	900	0.6
15 S	13 E	WM	4	SW SW	11	704	6.31
15 S	13 E	WM	8	SE SW	11	100	7.6
15 S	13 E	WM	8	SE SW	11	200	9.5
15 S	13 E	WM	8	SW SW	11	802	0.9
15 S	13 E	WM	8	SW SW	11	600	1.0
15 S	13 E	WM	8	SW SW	11	601	0.6
15 S	13 E	WM	8	SW SW	11	602	0.5
15 S	13 E	WM	8	SW SW	11	801	0.77
15 S	13 E	WM	8	SW SW	11	803	1.0
15 S	13 E	WM	8	SW SW	11	700	4.0
15 S	13 E	WM	8	SW SW	11	900	4.0
15 S	13 E	WM	9	SW NW	11	501	0.8
15 S	13 E	WM	18	SW SE	11	2802	3.74
15 S	13 E	WM	18	SW SE	11	2809	0.26
15 S	13 E	WM	20	NW NW	11	201	4.4
15 S	13 E	WM	21	SW NW	11	2800	0.35
15 S	13 E	WM	21	SW NW	11	200	0.25
15 S	13 E	WM	21	SW NW	11	300	0.25
15 S	13 E	WM	30	NW NW	11	902	3.0
17 S	12 E	WM	23	NE NE	1	106	6.8
17 S	12 E	WM	23	NW SW	1	1001	0.7
17 S	12 E	WM	26	NE SW	1	705	4.7
17 S	12 E	WM	28	NE SW	1	200	1.86
17 S	13 E	WM	31	NE SE	1	1100	3.0
17 S	14 E	WM	22	NE SE	1	801	0.2
18 S	13 E	WM	12	SE NW	1	501	0.4

T 10544

MP 113

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
18 S	11 E	WM	13	SW NE	Central Oregon Canal POD #1 – 1520 feet South & 1535 feet West from the NE corner of Section 13
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

3. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

4. The instream use is as follows:
Deschutes River tributary to the Columbia River

Instream Reach #1: From POD #1 to POD #11 (both as described in Finding of Fact #3)

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.121 Season 2: 0.162 Season 3: 0.300	96.26	April 1 – Oct. 26

Instream Reach #2: From POD #11 to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.505 Season 2: 0.673 Season 3: 1.247	400.28	April 1 – Oct. 26

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

5. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under Certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

The total volume protected instream shall not exceed 400.28 AF.

6. There is a supplemental water right, Certificate 76714, appurtenant to all or a portion of the lands described in Finding of Fact # 2. The Lessor and Lessee have requested that this water right not be included as part of this lease application. During the term of the lease, water use under this right will also be suspended.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new

injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

9. The lease application identifies the term of the lease as extending through 2011. However, the Lessee and Lessor have clarified that the term of this lease should only extend through 2007. Therefore, this lease will terminate on October 31, 2007.

Preliminary Award of Deschutes Basin Mitigation Credits

10. The Lessee, a mitigation bank chartered by the Water Resources Commission, has requested that the portion of the right to be protected instream be used to generate mitigation credits.

11. The Department assigned this mitigation credit project number MP-98.

12. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6). The Department also provided notice of the mitigation credit project to the Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, Oregon Parks and Recreation Department, Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2). Comments were received from Oregon Parks and Recreation Department. These comments identified that the proposed lease will contribute to flows necessary for recreation and aesthetic and scenic attraction.

13. No modifications were made to the lease based on the comments received.

14. The Department finds that 132.2 mitigation credits may be awarded to this mitigation credit project and assigned to the DWE Mitigation Bank. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the **General and Middle Deschutes Zones of Impact**.

15. The mitigation credits expire on December 31, 2007.

16. The use and maintenance of the mitigation credits is subject to the terms and conditions of the DWE Mitigation Bank Charter.

17. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of the Final Order approving the proposed instream lease shall result in completion of the project and verification that the project is complete.

No precedent is set by this Final Order as to the amount of mitigation credits that may be generated by a subsequent mitigation credit project.

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease conforms to the applicable provisions of OAR 690-077-0015.

This mitigation project results in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

ORDER

Therefore, it is ORDERED:

1. That the Lease as described herein is APPROVED.

2. The former place of use will no longer receive water as part of these rights, any supplemental rights or any other layered water rights for irrigation use, including ground water registrations, during the term of the lease.

3. The lease will terminate on October 31, 2007.

4. **Final Award of Deschutes Basin Mitigation Credits:** Issuance of this Final Order results in completion of the project and verification by the Department that the project is complete. The Department concludes that the mitigation credit project is awarded mitigation credits, as described above, pursuant to OAR 690-521-0400 and ORS 537.746. Mitigation Credits, in the amount of **132.2** credits, as described herein, are awarded to this mitigation project and assigned to the DWE Mitigation Bank. Mitigation Credits may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the **General and Middle Deschutes Zones of Impact.**

5. Mitigation credits are valid until used (or until they expire or are terminated) to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

6. The mitigation credits shall expire on December 31, 2007.

7. The use and maintenance of the mitigation credits shall be subject to the terms and conditions of the DWE Mitigation Bank Charter.

Dated at Salem, Oregon this 19th day of April 2007.

for Phillip C. Ward, Director

Mailing date: APR 24 2007

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

IMPROVEMENT AGREEMENT

12954

VOL 351 PAGE 948

IN CONSIDERATION of the covenants herein recited, the City of Redmond, hereinafter referred to as City, and Stanley Sturza, hereinafter referred to as Applicant, do covenant and agree as follows:

WHEREAS Applicant desires a building permit from City; and

WHEREAS, the development of said building (s) will cause both an immediate and long-term demand on the various public facilities of the City;

NOW THEREFORE, the Applicant and City agree to the following schedule of public facility improvements and respective cost assumption policy:

Street improvements SW Obsidian Ave. fronting subject property

Other Sanitary sewer

Legal Description: MP 81-77

SEE ATTACHED DESCRIPTIONS

It is further understood that Applicant agrees to sign any and all waivers, petitions, consents, and all other documents necessary to obtain the above listed applicable improvements under any improvement act or proceeding of the State of Oregon, Deschutes County, or City of Redmond as may be proposed or adopted and to waive all right to remonstrate against such improvements, but not the right to protest the amount or manner of spreading the assessment thereof, if the same shall appear to Applicant to bear inequitably or unfairly upon said property of Applicant;

NOW THEREFORE, the City agrees that Applicant's execution and performance of the terms of this Agreement will be deemed to be in compliance with the City's policy pertaining to Improvement Requirements, and if Applicant complies in every respect with all other applicable laws of the State of Oregon, Deschutes County, and the City, the said Applicant shall be entitled to the issuance of a building permit; and

IN ADDITION, it is the intention of the parties hereto that the covenants herein contained shall run with the land herein described, and shall be binding upon the heirs, executors, assigns administrators, and successors of the parties hereto, and shall be construed to be a benefit and a burden upon the property herein described. This Agreement shall be recorded in the Deschutes County Deed Records.

WHEREFORE, the parties have set their hand and seal this 10th day of December, 1981.

CITY OF REDMOND

By [signature]
Director of Public Works

APPLICANT

Stanley J. Sturza

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

On this 10th day of December, 1981 there personally appeared before me and signed the above document.

Peggy Lynn Franklin
NOTARY PUBLIC

Redmond, Oregon

My Commission Expires: 7/31/83

CENTRAL OREGON IRRIGATION DISTRICT

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2006-11231

$46.00

02/17/2006 10:23:12 AM

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

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

MAIL TAX STATEMENT
TO: NO CHANGE

COPY

4

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Pat C. Dean, Trustee, or successor in trust, under The Pat C. Dean Revocable Living Trust, dated the 15th day of March, 2005, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 5.40 acres of COID water rights that are appurtenant to the lands listed in Exhibit A, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-10 SW NW 500, and more particularly described as in Exhibit A, attached, and incorporated by this reference.

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

By entry of this deed, Grantor hereby notifies any subsequent purchaser of the lands listed in Exhibit A that Grantor, as owner of the subject land, approved the transfer (including a change in the place and type of use and point of diversion) of the water rights that are appurtenant to the subject land; and that upon completion of a transfer, by election of COID, the subject land will have 3.40 acres of appurtenant water rights remaining.

15-13-10
SW NW
Tax Lot 500

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessr the described 5.40 acres of water rights incurred.

This agreement is binding upon the heirs, executors, administrators, successors, and permitted assigns agreement.

Consideration for this Quitclaim: $5,400.00

Grantor:

Pat C. Dean Date 2-9-06

RECEIVED
FEB 22 2006
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on February 9, 2006 by Pat C. Dean as Trustee, or successor in trust, under The Pat C. Dean Revocable Living Trust, dated the 15th day of March, 2005

Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

T 10544 MP 113

Grantee:

_____ Date 9 Feb. 2006

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on February 9, 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

Leslie Clark
Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

© Central Oregon Irrigation District 2006

T 10544 MP 113

EXHIBIT "A"

That portion of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section Ten (10), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at a point on the West boundary line of the right of way of the Oregon Trunk Railway which said point is a distance of 360 feet measured Northerly along said West boundary line of said railway right of way from the intersection of said West boundary line of said railway right of way with the South line of said SW1/4 NW1/4; thence Southerly along said West boundary line of said railway right of way said distance of 360 feet to said intersection of said West boundary line of said railway right of way with said South line of said SW1/4 NW1/4; thence Westerly along said South line of said SW1/4 NW1/4, a distance of 350 feet, more or less, to the East boundary line of the right of way of the Pilot Butte Canal; thence Northerly along said East boundary line of said canal right of way, a distance of 375 feet, more or less; thence Easterly in a straight line, a distance of 356 feet, more or less, to the point of beginning.

ALSO that portion of the SW1/4 NW1/4, Section 10 bounded as follows: On the East by the West boundary line of the right of way of the Oregon Trunk Railway; on the West by the East boundary line of the Pilot Butte Canal; on the North by a line parallel to and at a perpendicular, distance of 275.58 feet South from the North line of said SW1/4 NW1/4; and on the South by a straight line running Easterly and Westerly extending from a point on the West boundary line of said railway right of way at a distance of 360 feet measured Northerly along said West boundary line of said railway right of way from the intersection of said West boundary line of said railway right of way with the South line of said SW1/4 NW1/4, to a point on the East boundary line of the right of way of the Pilot Butte Canal at a distance of 375 feet measured Northerly along said canal right of way from the intersection of said East boundary line of the Pilot Butte Canal with the South line of said SW1/4 NW1/4; said straight line forming the Southern boundary measuring 356 feet, more or less. The said tract comprises that land bounded on the East by the West boundary line of the Oregon Trunk Railway, on the West by the East boundary line of the Pilot Butte Canal, on the North by that certain tract deeded to Ed Weaver and Sadie Weaver, husband and wife by instrument recorded in Book 66, Page 282, Deed Records, and on the South by that certain tract deeded to J.L. Harrington and Bessie Harrington by instrument recorded in Book 65, Page 6, Deed Records.

EXCEPTING THEREFROM that portion described in instrument recorded October 29, 1964, in Book 141, Page 191, Deed Records.

TL 500

Need to check

T. 10544 MP 113

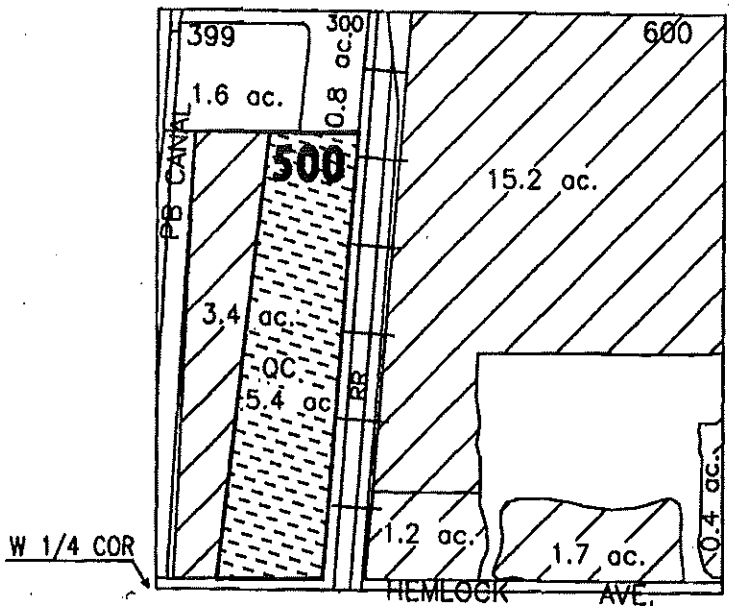
RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

DESCHUTES COUNTY
SEC.10 T15S. R13E. W.M.

SCALE - 1" = 400'

N↑

SW 1/4 OF THE NW 1/4



RECEIVED

FEB 22 2008

WATER RESOURCES DEPT
SALEM, OREGON

	EXISTING WATER RIGHTS
	"QUIT CLAIM" WATER RIGHTS
# ac.	PARCELS W/ WATER RIGHTS

CENTRAL OREGON IRRIGATION DISTRICT

QUITCLAIM DEED FOR WATER RIGHTS TRANSFER

QUITCLAIM MAP

NAME: PAT C. DEAN

TAXLOT #: 500 5.4 ACRES 'QC'

DATE: 01-30-06 FILE NO: E:\TRANSFER\WRTRAN06\DEAN_QC

T 10544 MP

COPY

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

January 27, 2006
Title Number : 086658
Title Officer : TERRI ALLEN
Fee : $150.00

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

That portion of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section Ten (10), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at a point on the West boundary line of the right of way of the Oregon Trunk Railway which said point is a distance of 360 feet measured Northerly along said West boundary line of said railway right of way from the intersection of said West boundary line of said railway right of way with the South line of said SW1/4 NW1/4; thence Southerly along said West boundary line of said railway right of way said distance of 360 feet to said intersection of said West boundary line of said railway right of way with said South line of said SW1/4 NW1/4; thence Westerly along said South line of said SW1/4 NW1/4, a distance of 350 feet, more or less, to the East boundary line of the right of way of the Pilot Butte Canal; thence Northerly along said East boundary line of said canal right of way, a distance of 375 feet, more or less; thence Easterly in a straight line, a distance of 356 feet, more or less, to the point of beginning.

Same as Qc

ALSO that portion of the SW1/4 NW1/4, Section 10 bounded as follows: On the East by the West boundary line of the right of way of the Oregon Trunk Railway; on the West by the East boundary line of the Pilot Butte Canal; on the North by a line parallel to and at a perpendicular, distance of 275.58 feet South from the North line of said SW1/4 NW1/4; and on the South by a straight line running Easterly and Westerly extending from a point on the West boundary line of said railway right of way at a distance of 360 feet measured Northerly along said West boundary line of said railway right of way from the intersection of said West boundary line of said railway right of way with the South line of said SW1/4 NW1/4, to a point on the East boundary line of the right of way of the Pilot Butte Canal at a distance of 375 feet measured Northerly along said canal right of way from the intersection of said East boundary line of the Pilot Butte Canal with the South line of said SW1/4 NW1/4; said straight line forming the Southern boundary measuring 356 feet, more or less. The said tract comprises that land bounded on the East by the West boundary line of the Oregon Trunk Railway, on the West by the East boundary line of the Pilot Butte Canal, on the North by that certain tract deeded to Ed Weaver and Sadie Weaver, husband and wife by instrument recorded in Book 66, Page 282, Deed Records, and on the South by that certain tract deeded to J.L. Harrington and Bessie Harrington by instrument recorded in Book 65, Page 6, Deed Records.

EXCEPTING THEREFROM that portion described in instrument recorded October 29, 1964, in Book 141, Page 191, Deed Records.

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

2006 100 BEST COMPANIES TO WORK FOR

We find that the last deed of record runs to:

PAT C. DEAN, Trustee, or successor in trust, under The Pat C. Dean Revocable Living Trust, dated the 15th day of March, 2005

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

OK

NONE

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

OK

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-039 Map and Tax Lot Number 15 13 10B0 00500
Account No. [redacted]

OK

NOTE: The 2005-2006 Taxes: $3,811.86, Paid in full.

According to the Deschutes County Assessor's Roll, the subject property does not lie within any city limit.

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

AmeriTitle

By: Terri Allen
Terri Allen, Title Officer
TA:cl

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

PAT C. DEAN
TO
PAT C. DEAN, TRUSTEE, OR SUCCESSOR IN TRUST, UNDER THE PAT C. DEAN REVOCABLE LIVING TRUST, DATED THE 15TH DAY OF MARCH, 2005, AND ANY AMENDMENTS THERETO

GRANTOR

GRANTEE

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2005-15356
$36.00
03/16/2005 12:30:45 PM
D-D Cnt=1 Stn=23 JEFF
$10.00 $11.00 $10.00 $5.00

After recording, return to:
Gerald E. Montgomery
Columbia Business Center, Suite 130
9900 S.W. Greenburg Road
Portland, OR 97223
Until a change is requested, all tax statements shall be sent to the following address:
No Change.

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That PAT C. DEAN, hereinafter called the Grantor, for the consideration hereinafter stated, to grantor paid by PAT C. DEAN, TRUSTEE, OR SUCCESSOR IN TRUST, UNDER THE PAT C. DEAN REVOCABLE LIVING TRUST, DATED THE 15TH DAY OF MARCH, 2005, AND ANY AMENDMENTS THERETO hereinafter called the Grantee, does hereby grant, bargain, sell and convey her one-half undivided interest unto the said grantees and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Deschutes and State of Oregon, described as follows, to-wit:

See attached Exhibit "A"
Subject to easements and restrictions of record.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except as described above and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

THE TRUE CONSIDERATION FOR THIS CONVEYANCE IS $ *NONE. *THIS CONVEYANCE IS FOR ESTATE PLANNING PURPOSES ONLY.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 15th day of March, 2005.

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

PAT C. DEAN

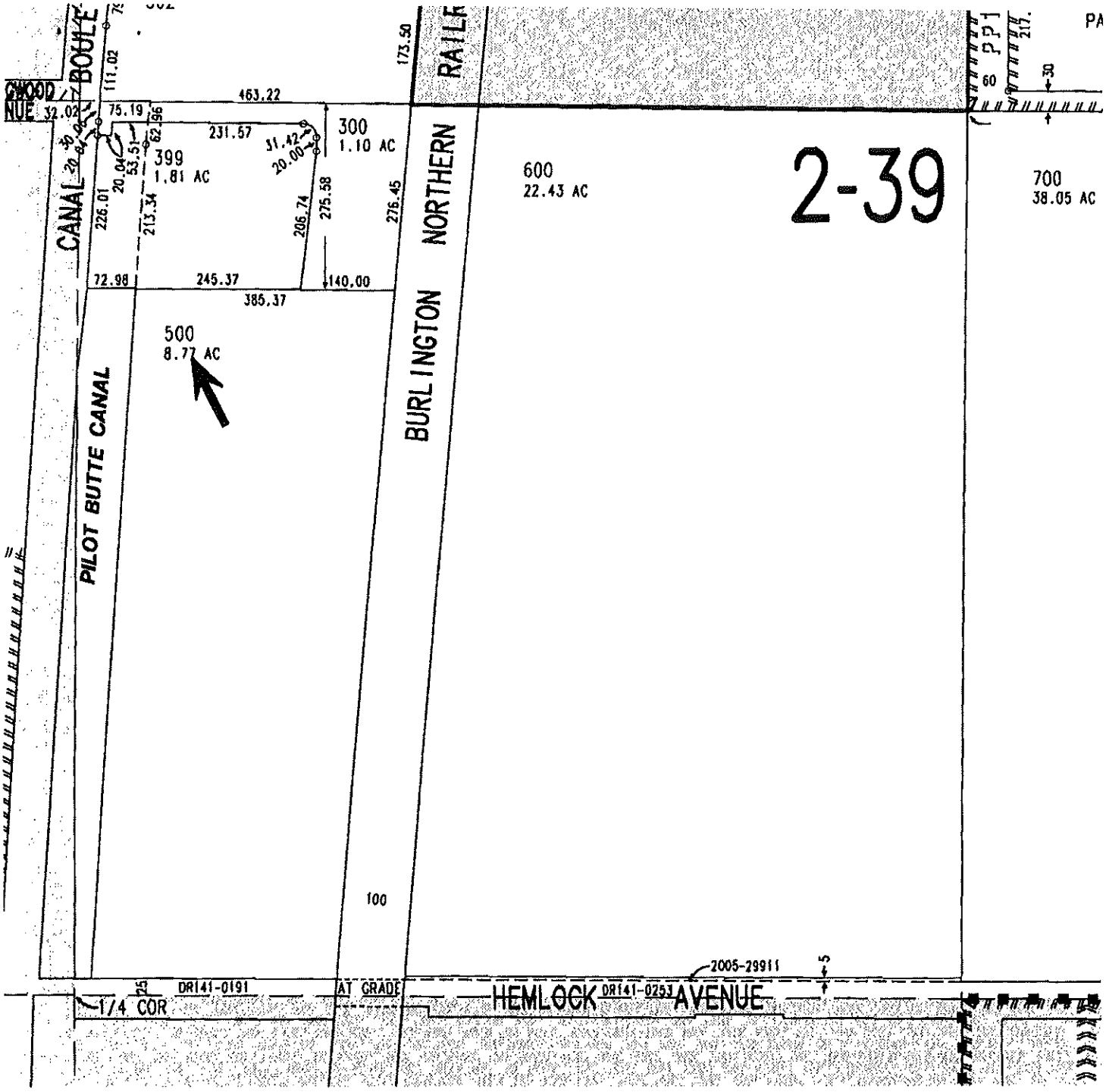
STATE OF OREGON, County of Deschutes) ss. March 15, 2005
Personally appeared before me the above-named PAT C. DEAN and the foregoing instrument to be her voluntary act and deed.

Before Me: _____
Notary Public for Oregon

OFFICIAL SEAL
JENNIFER LEA LILZE
NOTARY PUBLIC- OREGON
COMMISSION NO. 370788
MY COMMISSION EXPIRES JUL 22, 2007

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113



N

COMPLIMENTS OF
AmeriTitle

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

T 10544 MP 113

2001-1048-2

Exhibit "A"

That portion of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section Ten (10), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at a point on the West boundary line of the right of way of the Oregon Trunk Railway which said point is a distance of 360 feet measured Northerly along said West boundary line of said railway right of way from the intersection of said West boundary line of said railway right of way with the South line of said SW1/4 NW1/4; thence Southerly along said West boundary line of said railway right of way said distance of 360 feet to said intersection of said West boundary line of said railway right of way with said South line of said SW1/4 NW1/4; thence Westerly along said South line of said SW1/4 NW1/4, a distance of 350 feet, more or less, to the East boundary line of the right of way of the Pilot Butte Canal; thence Northerly along said East boundary line of said canal right of way, a distance of 375 feet, more or less; thence Easterly in a straight line, a distance of 356 feet, more or less, to the point of beginning.

ALSO that portion of the SW1/4 NW1/4, Section 10 bounded as follows: On the East by the West boundary line of the right of way of the Oregon Trunk Railway; on the West by the East boundary line of the Pilot Butte Canal; on the North by a line parallel to and at a perpendicular, distance of 275.58 feet South from the North line of said SW1/4 NW1/4; and on the South by a straight line running Easterly and Westerly extending from a point on the West boundary line of said railway right of way at a distance of 360 feet measured Northerly along said West boundary line of said railway right of way from the intersection of said West boundary line of said railway right of way with the South line of said SW1/4 NW1/4, to a point on the East boundary line of the right of way of the Pilot Butte Canal at a distance of 375 feet measured Northerly along said canal right of way from the intersection of said East boundary line of the Pilot Butte Canal with the South line of said SW1/4 NW1/4; said straight line forming the Southern boundary measuring 356 feet, more or less. The said tract comprises that land bounded on the East by the West boundary line of the Oregon Trunk Railway, on the West by the East boundary line of the Pilot Butte Canal, on the North by that certain tract deeded to Ed Weaver and Sadie Weaver, husband and wife by instrument recorded in Book 66, Page 282, Deed Records, and on the South by that certain tract deeded to J. L. Harrington and Bessie Harrington by instrument recorded in Book 65, Page 6, Deed Records.

Same as QC

EXCEPTING THEREFROM that portion described in instrument recorded October 29, 1964 in Book 141, Page 191, Deed Records.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

T 10544 MP 113

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section		Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW	SW	901	30.20
#2	15	S	13	E	WM	30	NW	SE	600	7.55
#3	15	S	13	E	WM	17	NW	NW	1302	6.70
#3	15	S	13	E	WM	17	NW	NW	1304	2.0
#3	15	S	13	E	WM	17	NW	NW	1306	1.0
#3	15	S	13	E	WM	17	NW	NW	1307	4.0
#3	15	S	13	E	WM	17	NW	NW	1308	1.0
#4	15	S	13	E	WM	08	SE	SW	100	7.12
#4	15	S	13	E	WM	08	SE	SW	200	9.50
#5	15	S	13	E	WM	20	NW	NW	201	4.40
#6	15	S	13	E	WM	10	SW	NW	500	5.40

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

T 10544 WP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Short-Term Lease of Existing Water Rights for Instream Use, Certificate 76358, Crook and Deschutes County	))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating short-term instream lease applications.

Lessor
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes River Conservancy (DRC)
PO Box 1560
Bend, OR 97709
ghubert@deschutesrc.org

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Findings of Fact

1. On June 26, 2006, COID and the DRC filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number L-765.

2. Interest in a portion of the water right to be leased instream has been quit claimed from the original land owners. The lease application form identifies COID as the interest holder in the water right. Individual quit claim deeds, along with supporting documentation, submitted with the application and on July 18 and 20, 2006, identify that interest in the portion of the right to be leased is held by COID. The Department has determined that COID is an interest holder in the right and is authorized to lease the water rights instream.

3. The right to be leased is as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 15.3 acres from Point of Diversion (POD) #1 and 35.41 acres from POD #11
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

T 10544 MP 113

Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

POD #1

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.19 CFS	0.26 CFS	0.34 CFS	
December 2, 1907			0.14 CFS	
Totals	0.19 CFS	0.26 CFS	0.47 CFS	151.62

POD #2

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.44 CFS	0.59 CFS	0.78 CFS	
December 2, 1907			0.31 CFS	
Totals	0.44 CFS	0.59 CFS	1.09 CFS	350.91

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.

Source: Deschutes River, tributary to the Columbia River

Place of Use:

Twp	Rng	Mer	Sec	Q-Q	POD	Tax Lot	Acres
14 S	13 E	WM	21	SE NW	11	700	1.7
14 S	13 E	WM	34	NE SE	11	2008	8.0
15 S	13 E	WM	8	SE SW	11	1100	3.0
15 S	13 E	WM	8	SW SE	11	2200	4.5
15 S	13 E	WM	9	NW NW	11	205	2.0
15 S	13 E	WM	9	NE SE	11	800	2.4
15 S	13 E	WM	10	NE NW	11	102	3.73
15 S	13 E	WM	10	SW NW	11	500	5.4
15 S	13 E	WM	20	SW NE	11	3700	0.38
15 S	13 E	WM	20	NE SW	11	6400	0.7
15 S	13 E	WM	30	NW NW	11	905	3.6
15 S	14 E	WM	26	NE NW	1	401	2.7
17 S	12 E	WM	34	SW SE	1	1800	1.4
17 S	12 E	WM	34	SW SE	1	1900	1.5
17 S	12 E	WM	35	SW SW	1	1100	1.5
18 S	12 E	WM	3	NE NE	1	1500	1.5
18 S	12 E	WM	3	SE SE	1	3700	1.0
18 S	12 E	WM	7	SW NE	1	800	0.7
18 S	12 E	WM	7	SW NE	1	801	1.2
18 S	12 E	WM	7	SE NE	1	800	1.4
18 S	12 E	WM	7	SE NW	1	801	0.2
18 S	12 E	WM	7	NW SE	1	800	0.2
18 S	12 E	WM	8	NW NW	1	711	2.0

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
18 S	11 E	WM	13	SW NE	Central Oregon Canal POD #1 – 1520 feet South & 1535 feet West from the NE corner of Section 13
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

T 10544 MP 113

4. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

5. The instream use is as follows:
Deschutes River tributary to the Columbia River

Instream Reach #1: From POD #1 to POD #11 (both as described in Finding of Fact #3)

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.105 Season 2: 0.140 Season 3: 0.260	83.39	April 1 – Oct. 26

Instream Reach #2: From POD #11 to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.349 Season 2: 0.465 Season 3: 0.861	276.39	April 1 – Oct. 26

6. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

The total volume protected instream shall not exceed 276.39 AF.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

9. The lease will terminate on October 31, 2006.

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease agreement conforms to the applicable provisions of OAR 690-077-0015.

T 10544 MP 113

ORDER

Therefore, it is ORDERED:

1. That the Short-Term Lease as described herein is APPROVED.

2. The former place of use shall no longer receive water as part of these rights during the term of the lease.

3. The lease shall terminate on October 31, 2006.

Dated at Salem, Oregon this 6th day of September 2006.

for Phillip C. Ward, Director

Mailing date: SEP 1 1 2006

T 10544 HP 113

FORM No. 633—WARRANTY DEED

5529

VOL 141 PAGE 191

KNOW ALL MEN BY THESE PRESENTS, That ~~Margaret L. Manning~~ JOHN MANNING and MARGARET L. MANNING, husband and wife, hereinafter called the grantor, in consideration of One Dollars, to grantor paid by Deschutes County, a Municipal Corporation, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Deschutes and State of Oregon, described as follows, to-wit:

A parcel of land lying in the SW¼NW¼ of Section 10, Township 15 S., Range 13 E.W.M., Deschutes County, Oregon, and being a portion of that property described in that deed to Margaret L. Manning recorded in Book 138 page 363-4 of Deschutes County Records of Deeds; the said parcel being that portion of said property included in a strip of land 25 feet in width, on the north side of the center line of the McCaffery County Road as said road is described as follows: Beginning at Engineer's center line Station 1+34.08 said Station being 49.90 feet due East of the S.W. corner of the NW¼ of Section 10, Township 15 S, Range 13, E.W.M. thence due East 341.42 feet to engineer's center line Station 4+75.50.

N. ½ of NE Hemlock Ln.

To Have and to Hold the above described and granted premises unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except any unpaid taxes and that grantor will and grantor's heirs, executors and administrators shall warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever.

In construing this deed and where the context so requires, the singular includes the plural.

WITNESS grantor's hand and seal this 23rd day of October, 1964.

John Manning (SEAL)

Margaret L. Manning (SEAL)

(SEAL)

(SEAL)

(ORS 93.490)

STATE OF OREGON, County of Deschutes) ss. October 23rd, 1964

Personally appeared the above named JOHN MANNING and MARGARET L. MANNING, husband and wife and acknowledged the foregoing instrument to be their voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON

(SEAL)

Before me:

[signature]

Notary Public for Oregon

My commission expires 11-13-66

WARRANTY DEED

TO

AFTER RECORDING RETURN TO

No.

5529

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

STATE OF OREGON, County of Deschutes } ss.

I certify that the within instrument was received for record on the 23rd day of October, 1964, at 11:25 o'clock A.M., and recorded in book 141 on page 191 Record of Deeds of said County.

Witness my hand and seal of County affixed.

[signature]

County Clerk—Recorder.

By [signature]

Deputy.

633

CENTRAL OREGON IRRIGATION DISTRICT

COPY

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-12426

$46.00

02/23/2006 09:55:33 AM

D-D Cnt=1 Stn=3 PAM
$20.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

4

Grantor, Gene W. Hoskin and Judy R. Hoskin, as tenants by the entirety, as to an undivided 50% interest; Grant Hoskin and Julie Hoskin, as tenants by the entirety, as to an undivided 25% interest, and Shannon Townsend and Tara Townsend, as tenants by the entirety, as to an undivided 25% interest, as tenants in common, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 8.0 acres of COID water rights that are appurtenant to the lands listed in Exhibit A, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 14-13-34 NE SE 2008, and more particularly described as in Exhibit A, attached, and incorporated by this reference.

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

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 8.0 acres of water rights incurred.

This agreement is binding upon the heirs, executors, administrators, successors, and permitted a agreement.

14-13-34
NE SE
T.L. 2008

Consideration for this Quitclaim: $9,600.00

Grantor:

Gene W. Hoskin — Date 2/9/06

Judy R. Hoskin — Date 2/10/06

Grant Hoskin — Date 2/10/06

Julie Hoskin — Date 2/10/06

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Shannon Townsend Date 2-10-06

Tara Townsend Date 2-10-06

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on February 9, 2006 by Gene W. Hoskin

OFFICIAL SEAL
DONNA M ROBINSON
NOTARY PUBLIC- OREGON
COMMISSION NO. 381731
MY COMMISSION EXPIRES JUL 07, 2008

Notary Public

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on 2/10/06 by Judy R. Hoskin

OFFICIAL SEAL
DONNA M ROBINSON
NOTARY PUBLIC- OREGON
COMMISSION NO. 381731
MY COMMISSION EXPIRES JUL 07, 2008

Notary Public

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on 2-10-06 by Grant Hoskin.

OFFICIAL SEAL
DONNA M ROBINSON
NOTARY PUBLIC- OREGON
COMMISSION NO. 381731
MY COMMISSION EXPIRES JUL 07, 2008

Notary Public

RECEIVED
FEB 22 2006
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on Feb. 10-06 by Julie Hoskin

OFFICIAL SEAL
[illegible] ELLIOTT
NOTARY PUBLIC-OREGON
COMMISSION NO. 397220
MY COMMISSION EXPIRES [illegible] 14, 2009

Notary Public

T 10544 MP 113

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on Feb. 10, 2006 by Shannon Townsend

OFFICIAL SEAL
PAMELA ELLIOTT
NOTARY PUBLIC-OREGON
COMMISSION NO. 397220
MY COMMISSION EXPIRES SEPT. 14, 2009

Notary Public

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on Feb. 10, 2006 by Tara Townsend

OFFICIAL SEAL
PAMELA ELLIOTT
NOTARY PUBLIC-OREGON
COMMISSION NO. 397220
MY COMMISSION EXPIRES SEPT. 14, 2009

Notary Public

Grantee

Date 14 Feb. 2006

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on February 14, 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

Notary Public

OFFICIAL SEAL
LISELLE CLARK
NOTARY PUBLIC-OREGON
COMMISSION NO. 401067
MY COMMISSION EXPIRES FEB 11, 2010

© Central Oregon Irrigation District 2006

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

EXHIBIT "A"

A tract of land located in the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) Section Thirty-four (34), Township Fourteen (14) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the Northeast corner of said NE1/4SE1/4; thence North 89°37'54" West along the North line of said NE1/4SE1/4, 5.78 feet to the West boundary of existing county road; thence South 01°35'01" West along the said West road boundary, 20.01 feet to the South boundary of existing county road and the true point of beginning; thence continuing South 01°35'01" West along said West road boundary, 970.43 feet; thence North 89°36'11" West, 422.76 feet; thence North 00°43'11" East, 970.02 feet to the South boundary of said existing county road; thence South 89°37'54" East along said South boundary, 437.39 feet to the true point of beginning.

TL 2008

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

AmeriTitle
Part Of The JELD-WEN Family

COPY

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

January 5, 2006
Title Number : 086026
Title Officer : AQUILA CRUME
Fee : $150.00

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

A tract of land located in the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) Section Thirty-four (34), Township Fourteen (14) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the Northeast corner of said NE1/4SE1/4; thence North 89°37'54" West along the North line of said NE1/4SE1/4, 5.78 feet to the West boundary of existing county road; thence South 01°35'01" West along the said West road boundary, 20.01 feet to the South boundary of existing county road and the true point of beginning; thence continuing South 01°35'01" West along said West road boundary, 970.43 feet; thence North 89°36'11" West, 422.76 feet; thence North 00°43'11" East, 970.02 feet to the South boundary of said existing county road; thence South 89°37'54" East along said South boundary, 437.39 feet to the true point of beginning.

TL 2008

and dated as of December 27, 2005 at 7:30 a.m.

We find that the last deed of record runs to:

GENE W. HOSKIN and JUDY R. HOSKIN, as tenants by the entirety, as to an undivided 50% interest; GRANT HOSKIN and JULIE HOSKIN, as tenants by the entirety, as to an undivided 25% interest, and SHANNON TOWNSEND and TARA TOWNSEND, as tenants by the entirety, as to an undivided 25% interest, as tenants in common

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $198,750.00
   Dated: May 17, 2005
   Recorded: May 23, 2005
   Volume/Page: 2005-31837, Deschutes County Records
   Grantor: Gene W. Hoskin and Judy R. Hoskin
   Trustee: AmeriTitle
   Beneficiary: Columbia River Bank

Not yet satisfied

T 10544 MP 113

2005 100 BEST COMPANIES TO WORK FOR

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-004 Map and Tax Lot Number 14 13 34 00 02008
Account No. [redacted]

NOTE: The 2005-2006 Taxes: $1,313.20, Paid in full.

According to the Deschutes County Assessor's Roll, the subject property does not lie within any city limit.

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

AmeriTitle

By: Aquila Crume
Aquila Crume, Title Examiner
AC:kg

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

FORM No. 963 – WARRANTY DEED – STATUTORY FORM (Individual Grantor). STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR 97204

NN

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2005-77537

$36.00

11/10/2005 12:23:59 PM

D-D Cnt=1 Stn=23 SUEBO
$10.00 $11.00 $10.00 $5.00

Grantor's Name and Address

Grantee's Name and Address

After recording, return to (Name, Address, Zip):
Gene W. Hoskin
P.O. Box 1769
Redmond, OR 97756

Until requested otherwise, send all tax statements to (Name, Address, Zip):
same as above

SPACE RESERVED FOR RECORDER'S USE

and/or as fee/file/instrument/microfilm/reception No. _____, Records of this County.

Witness my hand and seal of County affixed.

NAME TITLE

By _____, Deputy.

WARRANTY DEED – STATUTORY FORM
(INDIVIDUAL GRANTOR)

Gene W. Hoskin and Judy R. Hoskin, Grantor, conveys and warrants to Gene W. Hoskin and Judy R. Hoskin as husband and wife as to an unidivided 50% interest, Grant Hoskin and Julie Hoskin as husband and wife as to an ** , Grantee, the following described real property free of encumbrances, except as specifically set forth herein, situated in Deschutes County, Oregon, to-wit:

**undivided 25% interest, Shannon Townsend and Tara Townsend as husband and wife as to an undivided 25% interest, as tenants in common

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

The property is free from encumbrances, except (if none, so state):

The true consideration for this conveyance is $ correct title (Here, comply with the requirements of ORS 93.030)

DATED Sept. 14, 2005

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

Gene W. Hoskin

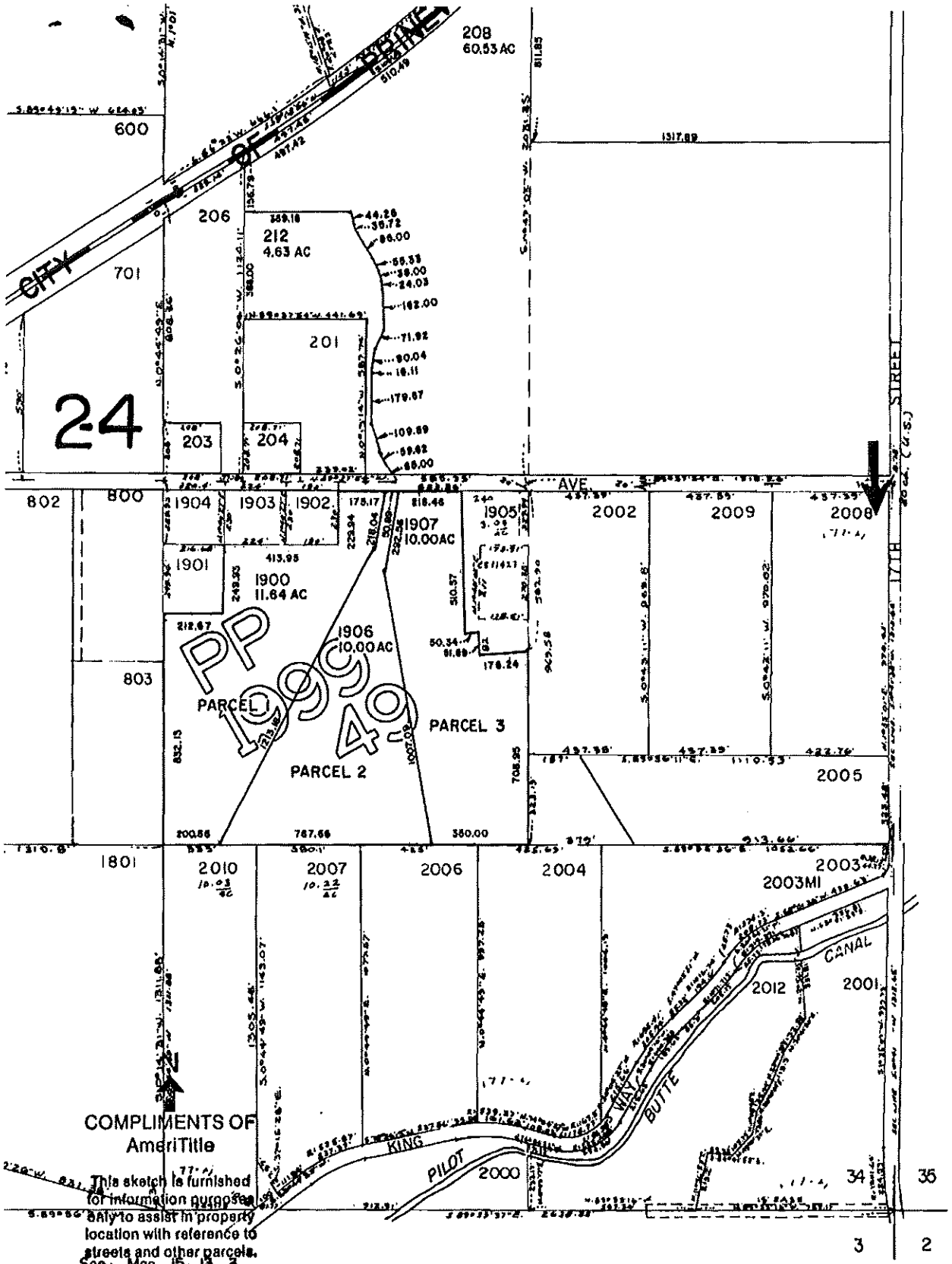
Judy R. Hoskin

STATE OF OREGON, County of Deschutes) ss.
This instrument was acknowledged before me on Sept. 14, 2005,
by Gene W. Hoskin and Judy R. Hoskin.

OFFICIAL SEAL
ROBERTA DURIGHELLO
NOTARY PUBLIC-OREGON
COMMISSION NO. 376013
MY COMMISSION EXPIRES JAN. 04, 2006

Roberta Durighello
Notary Public for Oregon
My commission expires 01/04/06

T 10544 MP 113



COMPLIMENTS OF
AmeriTitle

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

See Map 15 13 3

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

14 13 34

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land located in the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) Section Thirty-four (34), Township Fourteen (14) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the Northeast corner of said NE1/4SE1/4; thence North 89°37'54" West along the North line of said NE1/4SE1/4, 5.78 feet to the West boundary of existing county road; thence South 01°35'01" West along the said West road boundary, 20.01 feet to the South boundary of existing county road and the true point of beginning; thence continuing South 01°35'01" West along said West road boundary, 970.43 feet; thence North 89°36'11" West, 422.76 feet; thence North 00°43'11" East, 970.02 feet to the South boundary of said existing county road; thence South 89°37'54" East along said South boundary, 437.39 feet to the true point of beginning.

TL 2008

128708 14133400 02008

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer.	Sec.	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

T 10544 MP 113

RECEIVED
FEB 22 2000
WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

COPY

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Short-Term Lease of Existing Water Rights for Instream Use, Certificate 76358, Crook and Deschutes County	))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating short-term instream lease applications.

Lessor
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes River Conservancy (DRC)
PO Box 1560
Bend, OR 97709
ghubert@deschutesrc.org

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Findings of Fact

1. On June 26, 2006, COID and the DRC filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number L-765.

2. Interest in a portion of the water right to be leased instream has been quit claimed from the original land owners. The lease application form identifies COID as the interest holder in the water right. Individual quit claim deeds, along with supporting documentation, submitted with the application and on July 18 and 20, 2006, identify that interest in the portion of the right to be leased is held by COID. The Department has determined that COID is an interest holder in the right and is authorized to lease the water rights instream.

3. The right to be leased is as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 15.3 acres from Point of Diversion (POD) #1 and 35.41 acres from POD #11
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

T 10544 MP 113

Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

POD #1

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.19 CFS	0.26 CFS	0.34 CFS	
December 2, 1907			0.14 CFS	
Totals	0.19 CFS	0.26 CFS	0.47 CFS	151.62

POD #2

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.44 CFS	0.59 CFS	0.78 CFS	
December 2, 1907			0.31 CFS	
Totals	0.44 CFS	0.59 CFS	1.09 CFS	350.91

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.

Source: Deschutes River, tributary to the Columbia River

Place of Use:

Twp	Rng	Mer	Sec	Q-Q	POD	Tax Lot	Acres
14 S	13 E	WM	21	SE NW	11	700	1.7
14 S	13 E	WM	34	NE SE	11	2008	8.0
15 S	13 E	WM	8	SE SW	11	1100	3.0
15 S	13 E	WM	8	SW SE	11	2200	4.5
15 S	13 E	WM	9	NW NW	11	205	2.0
15 S	13 E	WM	9	NE SE	11	800	2.4
15 S	13 E	WM	10	NE NW	11	102	3.73
15 S	13 E	WM	10	SW NW	11	500	5.4
15 S	13 E	WM	20	SW NE	11	3700	0.38
15 S	13 E	WM	20	NE SW	11	6400	0.7
15 S	13 E	WM	30	NW NW	11	905	3.6
15 S	14 E	WM	26	NE NW	1	401	2.7
17 S	12 E	WM	34	SW SE	1	1800	1.4
17 S	12 E	WM	34	SW SE	1	1900	1.5
17 S	12 E	WM	35	SW SW	1	1100	1.5
18 S	12 E	WM	3	NE NE	1	1500	1.5
18 S	12 E	WM	3	SE SE	1	3700	1.0
18 S	12 E	WM	7	SW NE	1	800	0.7
18 S	12 E	WM	7	SW NE	1	801	1.2
18 S	12 E	WM	7	SE NE	1	800	1.4
18 S	12 E	WM	7	SE NW	1	801	0.2
18 S	12 E	WM	7	NW SE	1	800	0.2
18 S	12 E	WM	8	NW NW	1	711	2.0

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
18 S	11 E	WM	13	SW NE	Central Oregon Canal POD #1 – 1520 feet South & 1535 feet West from the NE corner of Section 13
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

T 10544 MP 113

4. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

5. The instream use is as follows:
Deschutes River tributary to the Columbia River

Instream Reach #1: From POD #1 to POD #11 (both as described in Finding of Fact #3)

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.105 Season 2: 0.140 Season 3: 0.260	83.39	April 1 – Oct. 26

Instream Reach #2: From POD #11 to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.349 Season 2: 0.465 Season 3: 0.861	276.39	April 1 – Oct. 26

6. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

The total volume protected instream shall not exceed 276.39 AF.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

9. The lease will terminate on October 31, 2006.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease agreement conforms to the applicable provisions of OAR 690-077-0015.

T 10544 MP 113

ORDER

Therefore, it is ORDERED:

1. That the Short-Term Lease as described herein is APPROVED.

2. The former place of use shall no longer receive water as part of these rights during the term of the lease.

3. The lease shall terminate on October 31, 2006.

Dated at Salem, Oregon this 6th day of September 2006.

for Phillip C. Ward, Director

Mailing date: SEP 1 1 2006

T 10544

MP 113

75424-61

RECORDATION REQUESTED BY:
Columbia River Bank
Redmond Branch
P O Box 520
434 North Fifth Street
Redmond, OR 97756

WHEN RECORDED MAIL TO:
Columbia River Bank
Bend - Shevlin Center
925 SW Emkay Dr., Suite 100
Bend, OR 97702

SEND TAX NOTICES TO:
GENE W. HOSKIN
JUDY R. HOSKIN
2635 NW CANYON DRIVE
REDMOND, OR 97756

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2005-31837
$61.00
00365459200500318370070077
05/23/2005 04:06:11 PM
M-DT Cnt=1 Stn=26 TIFFANY
$35.00 $11.00 $10.00 $5.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated May 17, 2005, among GENE W. HOSKIN and JUDY R. HOSKIN ("Grantor"); Columbia River Bank, whose address is Redmond Branch, P O Box 520, 434 North Fifth Street, Redmond, OR 97756 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and AMERITITLE, whose address is 735 SW 6TH AVE, REDMOND, OR 97756 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, represented in the Note dated May 17, 2005, in the original principal amount of $198,750.00, from Grantor to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in DESCHUTES County, State of Oregon:**

← List WRs

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 3795 N.E. 17th STREET, REDMOND, OR 97756. The Real Property tax identification number is TAX CODE NO. 2-004 MAP AND TAX LOT NO. 14 13 34 0D 02008, ACCT. NO. 128708

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

After recording, return to
Amerititle
15 OREGON AVENUE, BEND

MAIL TAX STATEMENT
TO: NO CHANGE

COPY

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

CENTRAL OREGON IRRIGATION DISTRICT

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, HAVNIP INVESTMENT, LLC, an Oregon Limited Liability Company, releases and quitclaims to Central Oregon Irrigation District all rights, title and interest in the following: Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 4.50 acres of Central Oregon Irrigation District water rights that are appurtenant to the lands listed in Exhibit A, to Central Oregon Irrigation District. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-08 SW SE 2200.

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

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

Grantor shall remain liable for any district assessment or charges pertaining to the 4.50 acres of water rights incurred until the date of signing and subsequent completion of the transfer of water.

This agreement is binding upon the heirs, executors, administrators, successors, and permitted assi[illegible] agreement.

15-13-8
SWSE
T.L. 2200

Consideration for this Quitclaim: COID to process transfer, consideration to be paid to Grantor by [illegible]

Grantor:

Havnip Investment LLC Larry D. Hayniear Date Aug 2
HAVNIP INVESTMENT, LLC

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on August 2, 2005 by Larry D. Hayniear for HAVNIP INVESTMENT LLC.
as President

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC - OREGON
COMMISSION NO. 354438
MY COMMISSION EXPIRES FEB. 5, 2006

Notary Public

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2005-53217
$41.00
00388308200500532170030033
08/12/2005 11:01:19 AM

T 10544 MP 113

© Central Oregon Irrigation District 2005

Approved:

Date 3 August 2005

Steven C. Johnson Secretary-Manager Central Oregon Irrigation District

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on August 3, 2005 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC - OREGON
COMMISSION NO. 354129
MY COMMISSION EXPIRES FEB. 5, 20..

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

The West Half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter (S1/2SW1/4SW1/4SE1/4) of Section Eight (8), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon. EXCEPTING THEREFROM that portion dedicated to the City of Redmond by Deed of Dedication recorded April 25, 2003, in Volume 2003, Page 27239, Deschutes County Records.

TL2200

Need Copy

~~See attached~~

See attached. Area is ROW on 27th St.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP113

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

July 28, 2005
Title Number : 079341
Title Officer : DEBBY DAVIDSON
Fee : $150.00

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

The West Half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter (S1/2SW1/4SW1/4SE1/4) of Section Eight (8), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon. EXCEPTING THEREFROM that portion dedicated to the City of Redmond by Deed of Dedication recorded April 25, 2003, in Volume 2003, Page 27239, Deschutes County Records.

same as GJC

and dated as of July 18, 2005 at 7:30 a.m.

We find that the last deed of record runs to:

HAVNIP INVESTMENT, LLC, an Oregon Limited Liability Company

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

NONE

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001and Tax Lot Number 15 13 08 00 02200
Account No. [redacted]

NOTE: The 2004-2005 Taxes: $1,297.08, Paid in full.

1. The 2005-2006 Taxes: A lien not yet due or payable.

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

2004 100 BEST COMPANIES TO WORK FOR

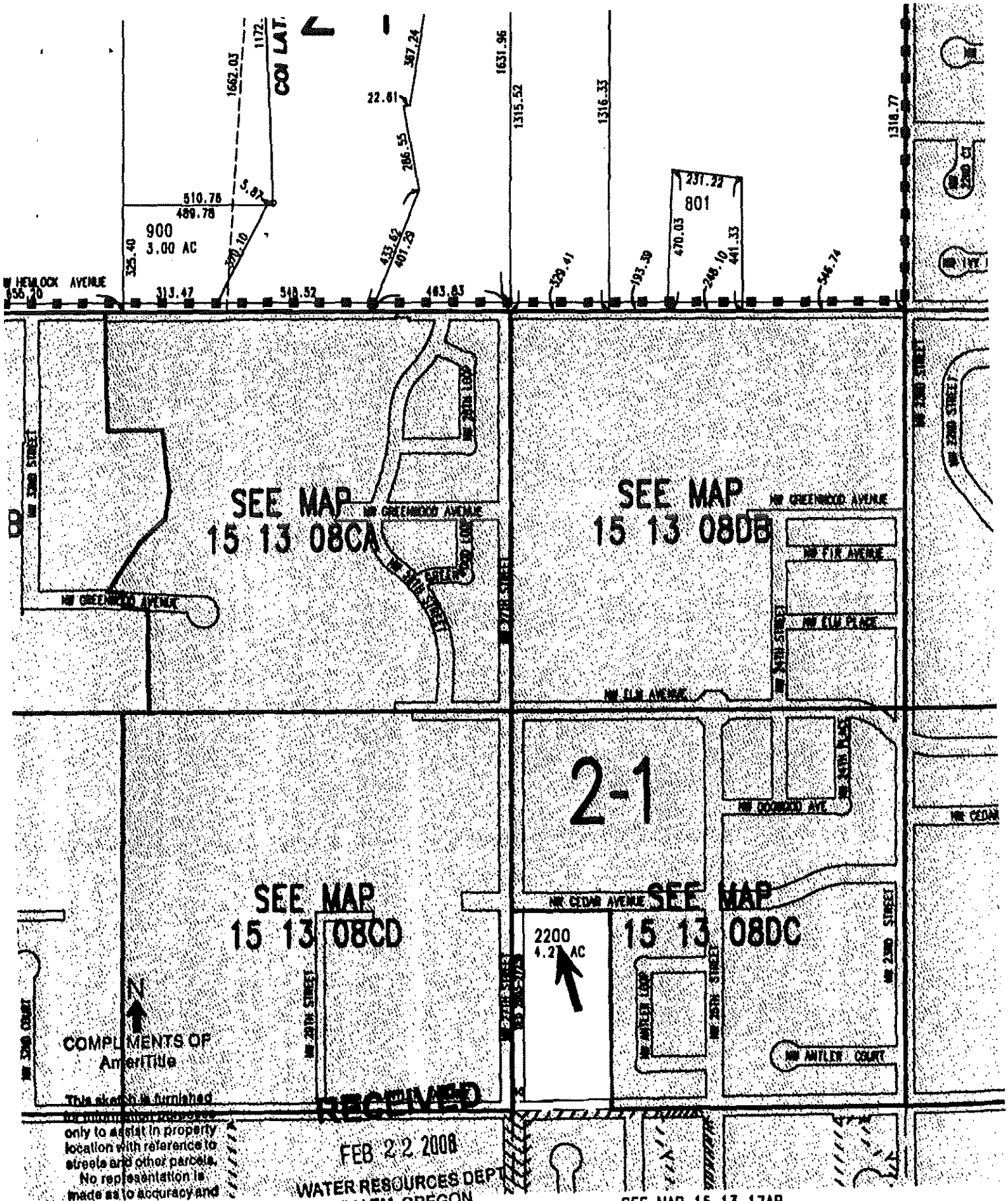
NOTE: This Irrigation District Report is being made with the understanding that it does not represent any form of title insurance and is not a commitment for a policy of insurance. The information provided herein is not a full examination of the subject property. Further, if any person, corporation or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

AmeriTitle

By: _____
Debby Davidson, Title Examiner
DD:kg

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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



T 10544 MP 113

COPY

31

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2005-42913
$31.00
07/08/2005 02:18:13 PM
D-D Cnt=1 Stn=26 SHIRLEY
$5.00 $11.00 $10.00 $5.00

After recording return to:
HAVNIP INVESTMENT, LLC
20585 BRINSON BLVD. #3
BEND, OR 97701

Until a change is requested all tax statements shall be sent to the following address:
HAVNIP INVESTMENT, LLC
20585 BRINSON BLVD. #3
BEND, OR 97701

WARRANTY DEED -- STATUTORY FORM

SHAUN T. LITTLE AND TIMOTHY BOOHER, Grantor, conveys and warrants to HAVNIP INVESTMENT, LLC, AN OREGON LIMITED LIABILITY COMPANY, Grantee, the following described real property, free of encumbrances except as specifically set forth herein, to wit:

The West Half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter (W1/2 SW1/4 SW1/4 SE1/4) of Section 8, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon. EXCEPTING THEREFROM that portion dedicated to the City of Redmond by Deed of Dedication recorded April 25, 2003 in 2003-27239.

Same as QC

Tax Account No(s): [redacted]
Map/Tax Lot No(s): 15-13-08-00-02200

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

The true consideration for this conveyance is $ 785,000.00. *The true consideration for this conveyance is pursuant to an IRC tax deferred exchange on behalf of the grantors.*

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

Dated this 5th day of July, 2005.

SHAUN T. LITTLE

TIMOTHY BOOHER

STATE OF OREGON, COUNTY OF DESCHUTES) SS.

This instrument was acknowledged before me on July 5th, 2005 by SHAUN T. LITTLE AND TIMOTHY BOOHER.

(Notary Public for Oregon)
My commission expires 10-15-08

OFFICIAL SEAL
VICKI L. BULKLEY
NOTARY PUBLIC - OREGON
COMMISSION NO. 385431
MY COMMISSION EXPIRES OCT. 15, 2008

TITLE/ESCROW NO. 12-0050205

RECORDED BY
WESTERN TITLE & ESCROW CO.

RECEIVED
FEB 22 2006
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

OPERATING AGREEMENT
OF
HAVNIP INVESTMENT, LLC
an Oregon Limited Liability Company

This Operating Agreement is effective as of June 6, 2000, by and among the persons identified in this Agreement as initial members.

ARTICLE 1

FORMATION

1.1 Name. The name of the limited liability company ("the LLC") is Havnip Investment, LLC.

1.2 Articles of Organization. Articles of Organization were filed with the Oregon Secretary of State on or about January 5, 1999.

1.3 Duration. The LLC shall exist for a period of perpetuity unless earlier dissolved as provided in this Operating Agreement.

1.4 Principal Place of Business. The principal office of the LLC shall be at 20585 North Brinson Blvd., Suite 3, Bend, OR 97701. The members may relocate the principal office or establish additional offices from time to time.

1.5 Registered Office and Registered Agent. The LLC's registered office shall be at 20585 North Brinson Blvd., Suite 3, Bend, OR 97701 and the name of its registered agent shall be Larry D. Havniear at 20585 North Brinson Blvd., Suite 3, Bend, OR 97701.

ARTICLE 2

MEMBERS AND INTERESTS

2.1 Names. The names and addresses of the original members of Havnip Investments, LLC, and their interests are as follows:

Larry D. Havniear 20585 North Brinson Blvd. Suite 3 Bend, OR 97701	50%	
Lisa A. Havniear 20585 North Brinson Blvd. Suite 3 Bend, OR 97701	50%	

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

2.2 Other Business of Members. Any member may engage independently or with others in other business and investment ventures of every nature and description and shall have no obligation to account to the LLC for such business or investments or for business or investment opportunities.

2.3 Additional Members. Additional members shall not be admitted except with the consent of all members.

2.4 Additional Contributions. Capital contributions shall be accepted from existing members from time-to-time only after the members unanimously approve of the additional capital contributions. If the members do so, all members shall have the opportunity (but not the obligation) to make such additional capital contributions on a pro rata basis in accordance with their ownership interests. If any member elects to make less than the member's pro rata share of any additional capital contributions, the others may contribute the difference on a pro rata basis in accordance with their ownership interests or on any other basis they may agree upon. After each additional contribution is made, if all members do not elect to make a contribution, the members' relative ownership interests shall be adjusted to reflect the ratio of each member's capital contributions to all capital contributions.

2.5 No Interest on Capital Contributions. No interest shall be paid on capital contributions.

2.6 Capital Accounts. An individual capital account shall be maintained for each member. Each member's capital account shall be (I) credited with all capital contributions by such member and the member's distributive share of all income and gain (including any income exempt from federal income tax); and (ii) charged with the amount of all distributions to such member and member's distributive share of losses and deductions. Capital accounts shall be maintained in accordance with federal income tax accounting principles as set forth in Treas. Reg. Section 1.704-1(b)(2)(iv) or any successor provision.

2.7 Transferability of Ownership Interest. Subject to the provisions of Section 8.2, a member's ownership interest in the LLC shall not be transferred without the unanimous consent of the members. The term "transfer" shall include any sale or assignment of a member's ownership interest in the LLC.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

ARTICLE 3

ORGANIZATION OF LLC

3.1 Nature of Business. The company may engage in any lawful business permitted by the acts or the laws of any jurisdiction in which the company is authorized to do business. Without limiting the generality of the foregoing, the company shall engage in the business of investment and management of real property.

3.2 Defects as to Formalities. A failure to observe any formalities or requirements of this Agreement, the Articles or the Oregon Revised Statutes relating to corporations and partnerships, shall not be grounds for imposing personal liability on the members or manager for liabilities of the company.

3.3 Title to property. All LLC Property shall be owned by the LLC as an entity and no member shall have any ownership interest in such Property in the member's individual name or right, and each member's interest in the LLC shall be personal property for all purposes.

3.4 Payments of Individual Obligations. The LLC's credit and assets shall be used solely for the benefit of the LLC, and no asset of the LLC shall be transferred or encumbered for or in payment of any individual obligation of any member unless otherwise provided for herein.

3.5 Authority to Act. Other than as specifically provided herein, no member shall have the power or authority to bind the LLC unless the member has been authorized to act on behalf of the LLC based upon a majority vote of the members.

3.6 Limitation of Liability. Each member's liability shall be limited as set forth in this Agreement and Oregon Laws relating to corporations. A member will not be personally liable, merely as a member, for any debts or losses of the company beyond the member's respective contributions and any obligation of the member to make the member's initial contribution or additional contribution, except as otherwise provided by law.

3.7 Indemnification. The LLC shall indemnify the members for all costs, losses, liabilities, and damages paid or accrued by such member, and advance expenses incurred by the member, in connection with the business of the LLC, to the fullest extent provided or allowed by the laws of Oregon except that this provision shall not eliminate or limit a member's liability for:

(a) Any breach of a member's duty of loyalty to the LLC or its members as described in this Agreement;

(b) Acts or omissions not in good faith which involve intentional misconduct or a knowing violation of law;

(c) Any unlawful distribution under the Act; or

(d) Any transaction from which the member derives an improper personal benefit.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

ARTICLE 4

MEMBER MEETINGS

4.1 Meetings. Notwithstanding any other provision of this agreement, if all of the members shall hold a meeting at any time and place, such meeting shall be valid without call or notice, and any action taken at such meetings shall be the action of the members. Otherwise, a meeting of members shall be held if members holding at least 50 percent of the ownership interests sign, date, and deliver to the LLC's principal office a written demand for the meeting, describing the purpose or purposes for which it is to be held. Meetings of members shall be held at the principal office of the LLC or any other place specified in the notice of meeting.

4.2 Notice of Meeting. Notice of the date, time and place of each members' meeting shall be given to each member not earlier than 60 days nor less than 10 days before the meeting date. The notice must include a description of the purpose(s) for which the meeting is called. The notice may be given personally or by mail. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the U.S. Mail, addressed to the member at the member's address as it appears on the books of the LLC, with postage thereon prepaid.

4.3 Quorum. The presence, in person or by proxy, of members holding at least 51 percent of the ownership interests shall constitute a quorum.

4.4 Proxies. A member may be represented at a meeting in person or by written proxy. A member may vote in person or by a proxy executed in writing by the member or by a duly authorized attorney-in-fact.

4.5 Waiver of Notice. When any notice is required to be given to any member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

4.6 Telephonic Meetings. With respect to a particular meeting or generally with respect to future meetings, the manager may permit any or all members to participate in the meeting by, or may permit the conduct of the meeting through, use of any means of communication by which all members participating may simultaneously hear each other. A member participating in such a meeting is deemed to be present in person at such meeting.

4.7 Voting. On each matter requiring action by the members, each member shall be entitled to vote the member's ownership interest. Except as otherwise stated in the articles of organization, this operating agreement, or applicable law, a matter submitted to a vote of the members shall be deemed approved if it receives the affirmative vote of a two-thirds majority of the ownership interests represented at the meeting.

4.8 Deadlock Procedure. In the event of a 50-50 deadlock on any issue requiring a majority vote, the issue shall be deemed to have failed. However, any member shall have the option of submitting the deadlocked issue to an arbitrator, who will have full authority to break the deadlock, taking into consideration what is in the best interest of the LLC, and whose decision shall be deemed final and binding as to the disputed issue. A member exercising the option shall inform all other members in writing of such exercise within seven (7) days of the initial vote on the disputed issue. Should the arbitrator be unable or unwilling to break the deadlock, then the disputed issue shall be deemed to have failed. If the members are unable to agree upon an arbitrator, the members agree to submit a request to the presiding judge of Deschutes County Circuit Court asking the presiding judge to appoint an arbitrator to resolve the deadlock pursuant to this section.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

ARTICLE 5

ACCOUNTING AND RECORDS

5.1 Books of Account. The LLC's books and records, a register showing the names, addresses, and ownership interests of the members, and this Operating Agreement shall be maintained by the LLC. Each member shall have access thereto at all reasonable times. The members shall keep books and records of the operation of the LLC which are appropriate and adequate for the LLC's business and for the carrying out of this agreement.

5.2 Fiscal Year. The fiscal year of the LLC shall be the calendar year.

5.3 Accounting Reports. Within 90 days after the close of each fiscal year, the LLC shall cause each member to receive an unaudited report of the activities of the LLC for the preceding fiscal year, including a copy of a balance sheet of the LLC as of the end of such year and a statement of income or loss for such year.

5.4 Tax Returns. The members shall cause all required federal and state income tax returns for the LLC to be prepared and timely filed with the appropriate authorities. Within 90 days after the end of each fiscal year, each member shall be furnished a statement suitable for use in the preparation of the member's income tax return, showing the amounts of any distributions, contributions, gains, losses, profits, or credits allocated to the member during such fiscal year.

5.5 Allocations of Income and Loss for Tax Purposes. All items of income, gain, loss, deduction, and credit shall be allocated among all members in proportion to their ownership interests.

5.6 Distributions to Pay Tax Liabilities. Within 90 days after the end of each fiscal year, the LLC shall make a distribution to each member in an amount not less than each member's federal and state tax obligation resulting from the member's ownership interest in the LLC. The LLC's obligation to make such a distribution is subject to any restrictions governing distributions under (I) the Oregon Limited Liability Company Act, (ii) any loan documents regarding LLC personal or real property, and (iii) any other federal or state law applicable to the LLC at the time such distribution is made.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

ARTICLE 6

MEMBER MANAGERS

6.1 Initial Manager. The LLC shall be managed jointly by members Lisa A. Havniear and Larry D. Havniear.

6.2 Term. Each manager shall hold office until the manager resigns, dies, or is removed, replaced or no longer qualifies as a manager.

6.3 Election. Except as otherwise provided herein, the managers shall be elected by the Members.

6.4 Resignation. Any manager may resign at any time by giving written notice to the Members. The resignation shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice.

6.5 Removal. All or any lesser number of the managers may be removed, with or without cause, by the members at a meeting called expressly for that purpose.

6.6 Action by Managers. The rights and powers of the managers shall be exercised by them in such manner as they may agree. In the absence of an agreement between the managers, the following shall apply:

(a) Meetings. Meetings of the managers for any purpose, unless otherwise prescribed by statute, may be called by any manager.

(b) Place of Meetings. The managers may designate any place as the location for any meeting of the managers.

(c) Notice of Meetings. Except as provided in Section 6.7(d) below, written notice stating the place, date and time of the meeting and purpose for which the meeting is called shall be delivered not less then 48 hours nor more than 30 days before the date of the meeting, either personally or by mail to each manager. If mailed, such notice shall be deemed delivered three calendar days after being deposited in the United States mail, addressed to the manager at the manager's address as it appears on the books of the company with postage prepaid.

(d) Meeting of all Managers. If all of the managers shall meet at any time and place and consent to the holding of the meeting at such time and place, such meeting shall be valid without call or notice.

(e) Quorum. At least two-thirds of the managers shall constitute a quorum at any meeting of the managers. No actions may be taken if less than a quorum is present.

(f) Manner of Acting. If a quorum is present, the act of a majority of the managers who are present shall be the act of the managers.

(g) Deadlock Procedure. In the event of a 50-50 deadlock between the managers, the deadlock procedures specified in Section 4.8 shall apply.

(h) Waiver of Notice. When any notice is required to be given to any manager, a waiver thereof in writing signed by the person entitled to such notice shall be equivalent to the giving of such notice.

6.7 Authority of the Managers. Subject to the limitations set forth by applicable law, the articles, and this agreement, the managers shall have the sole and exclusive right to manage the business of the LLC and shall have all the rights and powers which may be possessed by the managers pursuant to ORS 63.077 through ORS 63.165. The managers shall have the exclusive authority to make policy determinations on behalf of the LLC, comparable to the authority of the board of directors of a business corporation.

Without limiting the generality of the foregoing, subject to the restrictions set forth in Section 6.8, the managers shall have the following rights and powers (which the managers may exercise at the cost, expense, and risk of the LLC):

(a) To expend the funds of the LLC in furtherance of the LLC's business.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

T 10544

MP 113

(b) To perform all acts necessary to manage and operate the business including the hiring of any employees the managers deems necessary to operate the business.

(c) To execute, deliver, and perform on behalf of and in the name of the LLC any and all agreements and documents deemed necessary or desirable by the managers to carry out the business of the LLC, including any lease, deed, easement, bill of sale, mortgage, trust deed, security agreement, contract of sale, or other document conveying, leasing, or granting a security interest in the interest of the LLC in any of its assets, or any part thereof, whether held in the LLC's name, the name of the manager, or otherwise. No other signature or signatures shall be required.

(d) To borrow or raise money on behalf of the LLC in the LLC's name or in the name of the managers for the benefit of the LLC and, from time to time, to draw, make, accept, endorse, execute, and issue promissory notes, drafts, checks, and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure the payment thereof by mortgage, security agreement, pledge, or conveyance or assignment in trust of the whole or any part of the assets of the LLC, including contract rights.

6.8 Restrictions on Authority of Managers. Notwithstanding any other provision of this Agreement, without the prior written approval or consent of all members whose cumulative ownership is two-thirds or greater, the managers shall not have the sole authority:

(a) To amend The LLC's Articles of Organization or this Agreement;

(b) To dissolve the LLC;

(c) To sell or otherwise dispose of all or substantially all the assets of the LLC;

(d) To borrow funds in excess of $200,000;

(e) To merge the LLC with any other entity;

(f) To remove or elect any member; or

(g) To make any expenditure, other than for ordinary and necessary LLC or Property operations and taxes thereon, exceeding $5,000 per transaction.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

6.9 Duties and Obligations of Managers. The managers shall be responsible for taking steps on behalf of the LLC to fulfill the purposes of the LLC. The managers shall be under a fiduciary duty to perform the duties of manager in good-faith, in a manner that the managers reasonably believe to be in the best interests of the LLC and its members, and with such care as an ordinarily prudent person in a like-position would use under similar circumstances.

6.10 Limitation on Liability of Managers. The managers shall not have any liability to the LLC or to any member for any loss suffered by the LLC or any member which arises out of any action or inaction of the managers if the managers, in good faith, determine that such course of conduct was in the best interest of the LLC and such course of conduct did not constitute gross negligence or misconduct of the managers.

6.11 Indemnification of Managers. The managers shall be indemnified by the LLC against any losses, judgments, liabilities, expenses, and amounts paid in settlement of any claims sustained against the LLC or against the managers in connection with the LLC, provided that the same were not the result of gross negligence or intentional misconduct on the part of the managers. The satisfaction of any indemnification and any saving harmless shall be from, and limited to, LLC assets, and the Members shall not have any personal liability on account thereof.

6.12 Reimbursements. The managers are entitled to reimbursement from the LLC for actual out-of-pocket expenses of the LLC reasonably incurred in connection with the LLC's business.

6.13 Insurance. At all times, the managers must obtain and keep in full force and effect a comprehensive public liability policy and a property damage policy in amounts, with companies, and on terms deemed to be reasonable by the managers. Each policy of insurance covering any LLC property or any portion of any LLC property must provide that the policy may not be canceled without at least ten (10) days written notice to the members.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

ARTICLE 7

CAPITAL AND DISTRIBUTIONS

7.1 Funding. The funding of the LLC shall be by agreement of the members. Initially, the members agreed to fund the LLC with those properties identified in Exhibit 1 attached hereto.

7.2 Salaries. Members shall not be entitled to receive a salary for services rendered to the LLC other than as employees of the LLC.

7.3 Distributions. Members shall share profits and losses of the LLC in the same percentages as their respective percentage of ownership of the LLC. In determining the net profits of the LLC for any accounting, the deductions from gross receipts of the LLC shall include: (a) disbursements made by or on behalf of the LLC for the usual and customary expenses of conducting the business; (b) taxes chargeable to the LLC as such and paid by it; (c) adequate reserves for taxes accrued or levied but not yet payable; (d) interest on all interest bearing loans of the LLC; (e) salaries paid to employees; (f) adequate reserves for depreciation of LLC property and for contingencies, including bad accounts; (g) proper allowance for all liabilities occurring; and (h) any and all other disbursements, incidental to the conduct of the business, made by the LLC during such accounting period, except payments to members on account of LLC profits.

7.4 Discretion on the Distribution of Profits. Other provisions notwith- standing, the earnings of the LLC shall be distributed at least annually except that all or some of the earnings

may be retained by the LLC and transferred to LLC Capital for the reasonable needs as determined at the sole discretion of the manager.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

ARTICLE 8

WITHDRAWAL AND DISSOLUTION

8.1 Withdrawal. Each member agrees not to withdraw from the LLC without the consent of all other members. A voluntary withdrawal in violation of this section shall be effective after (6) months' written notice delivered to the LLC's members, but shall constitute a breach of this operating agreement for which the LLC and other members shall have the remedies provided under applicable law. Each member agrees not to transfer all or any portion of such member's interest in the LLC without the consent of all other members. An attempted transfer in violation of this Section shall be void and shall not transfer any rights in the LLC to the transferee.

8.2 Right of First Refusal. Notwithstanding Section 8.1, a member may voluntarily transfer all or any part of the member's interest in the LLC by first offering the remaining members a right of first refusal as follows:

8.2.1 If a member desires to sell all of the member's interest to a third party, the selling member shall deliver a notice to the manager of the LLC stating: (a) the selling member's bona fide intention to sell his/her interest (which must be all of the interest of the member); (b) the terms and conditions of the offer, including the price and terms upon which the selling member would be willing to sell his/her interest; and (c) the name of any proposed purchaser. For sixty (60) days after the receipt by the manager of the selling member's notice, the LLC has the right, but not the obligation, to acquire all or any portion of the selling member's interest for the price and on the terms of purchase in the selling member's notice.

8.2.2 If the selling member receives notice of the LLC's intent to purchase all of the selling member's interest prior to the expiration of the sixty (60) day period, the LLC shall be bound to purchase and the selling member shall be bound to sell all of the selling member's interest for the price and on the terms set forth in the notice.

8.2.3 If the LLC does not elect to purchase all of the selling member's interest within the 60 day period, then the manager shall deliver written notice to the other members stating: (a) the selling member's intention to sell his/her interest (which must not be less than all of the selling member's interest which the LLC did not elect to purchase in accordance with Section 8.2.1); and (b) the terms and conditions of the offer, including the purchase price and terms of purchase (which price and terms shall be the same as those in the notice to the LLC). Within sixty (60) days after receipt of the notice from the manager (the "member election period"), each member may elect, by giving written notice to the selling member specifying the amount of the selling member's interest that the member is electing to purchase which the LLC did not elect to purchase for the price and on the terms of purchase in the notice. If the total amount of interest specified in the members' offer to purchase exceeds the total amount of the selling member's interest, and the remaining members cannot agree among themselves on the allocation of the interest among them, then the allocation will be proportional to the ownership interest of those members desiring to acquire the interest.

8.2.4 If the selling member receives purchase notices from the remaining members covering all of the interest which the LLC did not elect to purchase prior to expiration of the member election period, then the LLC and remaining members shall be bound to purchase the selling member's interest in accordance with their respective purchase notices and the selling member shall be bound to sell all of his/her interest. Closing of the sale of the selling member's interest shall occur as stated in the offer, provided however, that the closing will not be less than 45 days after expiration of the member election period.

8.2.5 If the remaining members do not elect to purchase all of the selling member's interest which the LLC did not elect to purchase within the member election period, then the selling member may sell all, but not less than all, of his/her interest (including any interest which the LLC and/or any remaining members may have elected to purchase) at a price not less than, and upon financing terms not more favorable than, the price and financing terms stated in the notices to the LLC and the remaining members to the specified proposed purchaser, provided that: (a) the purchaser shall execute a Supplemental Signature Page to this Operating Agreement pursuant to which the purchaser shall agree to receive and hold such interest subject to this Agreement; and (b) the purchase shall take place within 90 days following expiration of the member election period. If all of the interest is not sold prior to the expiration of the 90-day period, the selling member's interest shall again become subject to the restrictions on transfer contained herein.

8.2.6 Notwithstanding any provision herein to the contrary, the purchaser of the selling member's interest shall not become a member by reason of such transfer, but shall become a member only if and upon satisfaction of the applicable terms and provisions of this Agreement.

8.3 Events of Dissolution. Except as otherwise provided in this operating agreement, the LLC shall dissolve upon the earlier of:

(a) The time, if any, for dissolution specified in the articles of organization or this operating agreement;

(b) The death, incompetence, withdrawal, expulsion, bankruptcy, or dissolution of any member, unless the remaining member(s), within 120 days after the date of such event, unanimously elect to continue the business of the LLC;

(c) The sale, transfer, or other disposition of all or substantially all of the property of the LLC;

(d) Approval of dissolution by vote of the members; or

(e) Otherwise by operation of law.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

8.4 Effect of Death of a Member. In the event of the death of a member, the remaining members may within 120 days elect to:

(a) Continue the LLC and admit the deceased member's spouse, estate or other beneficiary as a member in place of the deceased member; or

(b) Continue the LLC among the surviving member(s) and purchase the interest of the deceased member pursuant to the provisions of the Operating Agreement.

The election shall be at the sole discretion of the surviving member(s) and shall require their unanimous consent. If the surviving member(s) do not so elect, the LLC shall be dissolved.

8.5 Liquidation Upon Dissolution and Winding Up. Upon the dissolution of the LLC, the members shall wind up the affairs of the LLC. A full account of the assets and liabilities of the LLC shall be taken. The assets shall be promptly liquidated and the proceeds thereof applied as required by the Oregon Limited Liability Company Act. With approval by vote of the members, the LLC may, in the process of winding up the LLC, elect to distribute certain property in kind.

8.6 Valuation of Member's Interest. Upon an election by the LLC to purchase the interest of a member due to death or withdrawal, the value of the effected member's interest shall be determined by multiplying the member's percentage ownership interest by the fair market value of all LLC assets. The fair market value of the LLC assets shall be determined by agreement between the remaining members (acting by vote) and the affected member or the affected member's personal representative. In the event agreement as to such value cannot be obtained, the LLC's assets shall be valued by a third-party appraiser acceptable to both the LLC and the affected member or the affected member's personal representative.

8.7 Payment for Member's Interest. The purchase price for a member's interest purchased pursuant to Section 8.6 shall be paid in 60 substantially equal, consecutive monthly payments, including principal and interest. Interest shall accrue at the prime rate in effect on the date of the event giving rise to the election to purchase as quoted by the Wall Street Journal or, if that publication becomes unavailable, another reputable source chosen by a vote of the members. The first payment shall be made not later than 90 days following such date. The LLC may prepay the remaining amount of the purchase price at any time. A member shall cease to be a member upon the LLC's election to purchase a member's interest due to withdrawal. During the period in which the LLC is making payments to the former member, the former member shall have no rights as a member in the LLC.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

ARTICLE 9

INDEMNIFICATION

The LLC shall indemnify each of its members to the fullest extent permissible under Oregon law, as the same exists or may hereafter be amended, against all liability, loss and costs (including, without limitation, attorney fees) incurred or suffered by such person by reason of or arising from the fact that such person is or was a member of the LLC, or is or was serving at the request of the LLC as a director, officer, partner, trustee, employee, or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. This indemnification provision shall not be exclusive as to any other indemnification rights a person may be entitled under statute or agreement.

ARTICLE 10

AMENDMENTS

The members may amend or repeal the provisions of this operating agreement by the affirmative vote of not less than 51 percent of the ownership interests present and voting at a meeting of members called for that purpose. This operating agreement may not be amended or repealed by oral agreement of the members.

ARTICLE 11

MISCELLANEOUS

11.1 Governing Law. This operating agreement shall be governed by Oregon Law.

11.2 Headings. Headings in this operating agreement are for convenience only and shall not affect its meaning.

11.3 Severability. The invalidity or unenforceability of any provision of this operating agreement shall not affect the validity or enforceability of the remaining provisions.

11.4 Third Party Beneficiaries. The provisions of this Operating Agreement are intended solely for the benefit of the members and shall create no rights or obligations enforceable by any third party, including creditors of the LLC, except as otherwise provided by applicable law.

11.5 Execution of Additional Instruments. Each member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney, and other instruments necessary to comply with any laws, rules or regulations or the intent of this operating agreement.

11.6 Attorney Fees. In the event a controversy arises out of this agreement or the parties relationships cannot be settled, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such proceeding. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party shall be decided by the court in which such matter is tried, heard, or decided. Any such controversy may be submitted to Arbitration in accordance with the rules of the American Arbitration Association if all parties consent to Arbitrate the dispute.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

IT IS SO ADOPTED.

Lisa A. Havniear, Member Manager — Dated: 6/6/12

Larry D. Havniear, Member Manager — Dated: 6-6-12

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

T 10544 MP 113

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Short-Term Lease of Existing Water Rights for Instream Use, Certificate 76358, Crook and Deschutes County	))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating short-term instream lease applications.

Lessor
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes River Conservancy (DRC)
PO Box 1560
Bend, OR 97709
ghubert@deschutesrc.org

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

Findings of Fact

1. On June 26, 2006, COID and the DRC filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number L-765.

2. Interest in a portion of the water right to be leased instream has been quit claimed from the original land owners. The lease application form identifies COID as the interest holder in the water right. Individual quit claim deeds, along with supporting documentation, submitted with the application and on July 18 and 20, 2006, identify that interest in the portion of the right to be leased is held by COID. The Department has determined that COID is an interest holder in the right and is authorized to lease the water rights instream.

3. The right to be leased is as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 15.3 acres from Point of Diversion (POD) #1 and 35.41 acres from POD #11
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

T 10544
MP 113

Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

POD #1

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.19 CFS	0.26 CFS	0.34 CFS	
December 2, 1907			0.14 CFS	
Totals	0.19 CFS	0.26 CFS	0.47 CFS	151.62

POD #2

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.44 CFS	0.59 CFS	0.78 CFS	
December 2, 1907			0.31 CFS	
Totals	0.44 CFS	0.59 CFS	1.09 CFS	350.91

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.

Source: Deschutes River, tributary to the Columbia River

Place of Use:

Twp	Rng	Mer	Sec	Q-Q	POD	Tax Lot	Acres
14 S	13 E	WM	21	SE NW	11	700	1.7
14 S	13 E	WM	34	NE SE	11	2008	8.0
15 S	13 E	WM	8	SE SW	11	1100	3.0
15 S	13 E	WM	8	SW SE	11	2200	4.5
15 S	13 E	WM	9	NW NW	11	205	2.0
15 S	13 E	WM	9	NE SE	11	800	2.4
15 S	13 E	WM	10	NE NW	11	102	3.73
15 S	13 E	WM	10	SW NW	11	500	5.4
15 S	13 E	WM	20	SW NE	11	3700	0.38
15 S	13 E	WM	20	NE SW	11	6400	0.7
15 S	13 E	WM	30	NW NW	11	905	3.6
15 S	14 E	WM	26	NE NW	1	401	2.7
17 S	12 E	WM	34	SW SE	1	1800	1.4
17 S	12 E	WM	34	SW SE	1	1900	1.5
17 S	12 E	WM	35	SW SW	1	1100	1.5
18 S	12 E	WM	3	NE NE	1	1500	1.5
18 S	12 E	WM	3	SE SE	1	3700	1.0
18 S	12 E	WM	7	SW NE	1	800	0.7
18 S	12 E	WM	7	SW NE	1	801	1.2
18 S	12 E	WM	7	SE NE	1	800	1.4
18 S	12 E	WM	7	SE NW	1	801	0.2
18 S	12 E	WM	7	NW SE	1	800	0.2
18 S	12 E	WM	8	NW NW	1	711	2.0

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
18 S	11 E	WM	13	SW NE	Central Oregon Canal POD #1 – 1520 feet South & 1535 feet West from the NE corner of Section 13
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

T 10544

MP-113

4. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

5. The instream use is as follows:
Deschutes River tributary to the Columbia River

Instream Reach #1: From POD #1 to POD #11 (both as described in Finding of Fact #3)

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.105 Season 2: 0.140 Season 3: 0.260	83.39	April 1 – Oct. 26

Instream Reach #2: From POD #11 to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.349 Season 2: 0.465 Season 3: 0.861	276.39	April 1 – Oct. 26

6. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

The total volume protected instream shall not exceed 276.39 AF.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

9. The lease will terminate on October 31, 2006.

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease agreement conforms to the applicable provisions of OAR 690-077-0015.

ORDER

Therefore, it is ORDERED:

1. That the Short-Term Lease as described herein is APPROVED.

2. The former place of use shall no longer receive water as part of these rights during the term of the lease.

3. The lease shall terminate on October 31, 2006.

Dated at Salem, Oregon this 6th day of September 2006.

for Phillip C. Ward, Director

Mailing date: SEP 1 1 2006

T 10544 MP 113

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2003-27239

$41.00

00158225200300272390030039

04/25/2003 11:58:06 AM

D-DD Cnt=1 Stn=4 MARSHA
$15.00 $11.00 $10.00 $5.00

COPY

41 7062-11 9095 JTTB

ADDRESS FOR TAX STATEMENTS:
AFTER RECORDING RETURN TO:
CITY OF REDMOND
PO Box 726
Redmond, OR 97756

3/3

DEED OF DEDICATION

D.H.

Duewan K. Hill and **Mary Hill**, Grantors, do hereby dedicate to **THE CITY OF REDMOND, a Municipal corporation of the state of Oregon**, Grantee, the following described real property situated in the City of Redmond, County of Deschutes, State of Oregon, as public right-of-way for roadway and utility purposes:

See Attached Exhibit "A"

The actual consideration for this dedication is other ~~good and~~ valuable consideration as set out in the parties written agreement dated April 23, 2003, 2003.

This Deed of Dedication does not include the transfer of water rights.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.930.

DATED this 23 day of April, 2003.

Duewan K. Hill
Duewan Hill

Mary Hill
Mary Hill

STATE OF OREGON)
) ss.
County of Deschutes)

Personally appeared before me this 23 day of April, 2003, Duewan K. Hill and Mary Hill, and acknowledged the foregoing instrument to be their voluntary act and deed.

Julie A. Best
Notary Public for Oregon
My commission expires: 5-1-04

OFFICIAL SEAL
JULIE A BEST
NOTARY PUBLIC - OREGON
COMMISSION NO. 331575
MY COMMISSION EXPIRES MAY 1, 2004

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

DEED OF DEDICATION ACCEPTANCE

CITY OF REDMOND, an Oregon municipal corporation, acting by and through its City Council, does hereby accept the foregoing dedication as public right-of-way for roadway and utility purposes pursuant to ORS 92.014.

Dated this 23rd day of April, 2003

CITY OF REDMOND

Alan Unger

Alan Unger, Mayor

ATTEST: Lori L Layton

Patricia Leymaster

Patricia Leymaster,
City Recorder

STATE OF OREGON)
) ss.
County of Deschutes)

Before me, a Notary Public, personally appeared Alan Unger, Mayor and Patricia Leymaster, City Recorder of the City of Redmond, an Oregon municipal corporation and acknowledged the foregoing instrument on behalf of the City of Redmond, Oregon.

Dated this 23rd day of April, 2003.

Lori L Layton

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: 11/14/06

OFFICIAL SEAL
LORI L LAYTON
NOTARY PUBLIC- OREGON
COMMISSION NO. 363043
MY COMMISSION EXPIRES NOV 14, 2006

EXHIBIT A

LEGAL DESCRIPTION:

The Westerly forty (40) feet ofThe West Half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter (W1/2 SW1/4 SW1/4 SE1/4) of Section 8, TOWNSHIP 15 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon

Water transaction completed during escrow (just prior to land sale).

Escrow does attached in lieu of property report

~~Not reconveyed until 6/8/08 (see copy of reconveyance attached)~~

COPY

①

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-15589

$41.00

00444139200600155890030037

03/07/2006 11:55:08 AM

D-D Cnt=1 Stn=4 TRACY
$15.00 $11.00 $10.00 $5.00

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

QUITCLAIM DEED

SFER OF INTEREST IN A WATER RIGHT

Grantor, Duane Whipple and Kristeen M. Whipple, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 3.77 acres of COID water rights that are appurtenant to the lands listed in Exhibit A, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-05 SW SE 1103, and more particularly described as in Exhibit A, attached, and incorporated by this reference.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 3.77 acres of water rights incurred.

This agreement is binding upon the heirs, executors, administrators, successors, and permitted assigr agreement.

15-13-5
SW SE
T.L. 1103

Consideration for this Quitclaim: $4,524.00

Grantor:

Duane Whipple Date 3/6/06
Duane Whipple

Kristeen M. Whipple Date 3/6/06
Kristeen M. Whipple

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on March 6, 2006 by Duane Whipple.

Kathie L Morris
Notary Public

OFFICIAL SEAL
KATHIE L MORRIS
NOTARY PUBLIC - OREGON
COMMISSION NO. 355106
MY COMMISSION EXPIRES APRIL 1, 2006

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

T 10544 MP 113

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on March 6, 2006 by Kristeen M. Whipple.

OFFICIAL SEAL
KATHIE L MORRIS
NOTARY PUBLIC - OREGON
COMMISSION NO. 355106
MY COMMISSION EXPIRES APRIL 1, 2008

Notary Public

Grantee:

Date March 1, 2006

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on March 1, 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

© Central Oregon Irrigation District 2006

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Exhibit "A"

A parcel of land situate in and being the North One-Half of the Northwest One-Quarter of the Southwest One-Quarter of the Southeast One-Quarter (N1/2 NW1/4 SW1/4 SE1/4) of Section Five(5), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at a one inch pin at the South quarter corner of said Section 5, the initial point; thence North 00° 40' 32" East along the Westerly line of said SE1/4, 992.41 feet to a one-half inch pipe, and the TRUE POINT OF BEGINNING; thence North 00° 40' 32" East along said line of the SE1/4, 330.80 feet to a three-quarter inch pipe at the Northwest corner of said SW1/4 SE1/4; thence South 89° 58' 03" East along the Northerly line of said SW1/4 SE1/4, 659.68 feet to a one-half inch pipe; thence South 00° 41' 11" West, along the Easterly line of said NW1/4 SW1/4 SE1/4, 330.60 feet to a one-half inch pipe; thence North 89° 59' 08" West along the Southerly line of said N1/2 NW1/4 SW1/4 SE1/4, 659.62 feet to the point of beginning.

TL 1103

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756
(541) 548-8388

ESCROW INSTRUCTIONS

March 1, 2006

First American Title Co.
Attn: Kathy Morris

RE: Duane & Kristeen Whipple
15-13-05 SW SE 1103

Kathy,

It is my understanding that you are the Escrow Officer completing the escrow on the above-noted property. This property has 3.77 acres of appurtenant water right that the property owners, Duane & Kristeen Whipple have agreed to sell to Central Oregon Irrigation District. I am required by our Board of Directors to obtain consent to remove these water rights from any lien holders reported to us or show evidence that the debts have been satisfied. In viewing the Deschutes Co. Clerk records, I noted 3 Deeds of Trust:

1. #2003-03558 Modification of Mortgage held by Columbia River Bank
2. #2002-20325 Deed of Trust Columbia River Bank
3. #2004-10383 Deed of Trust RBC Mortgage Co.

Through these instructions, I am asking First American Title Co. to notify the District when these debts have been paid in full. As part of your closing, please have Duane & Kristeen sign the attached Quitclaim Deed, granting the 3.77 acres of water right to the District. Please record this Deed on behalf of the District before the sale of the land is recorded. The District will issue a check for payment for the water right upon notification that the Quitclaim Deed has been signed.

Please contact me before the close of escrow if you have any questions. I appreciate your assistance.

Sincerely,

Leslie Clark
Water Transfer Specialist

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

First American

First American Title Insurance Company of Oregon
PO Box 1195, Redmond, OR 97756

Redmond, OR 97756
Phn • (541)923-3014
Fax • (541)548-2816

COPY

2004 OREGON BUSINESS 100 BEST COMPANIES TO WORK FOR

FAX COVER SHEET

DATE: 3/8/06

FILE NO.:

TO: COID

FAX NO.: 548-0243

ATTN: Leslie

Re: Whipple

FROM: Sandi Stewart for Kathie Morris

PAGES (including cover sheet) 3

SUBJECT and/or COMMENTS:

Here is the payoff statement and copy of the wire transfer sent yesterday to pay off the loan. Please call Kathie if you have any questions.

Thank you.

Thank You For Your Business! We Know You Have A Choice.

IMPORTANT NOTICE:
Should any of these papers require an **ORIGINAL SIGNATURE** and your fax machine produces the facsimile on thermal paper, please **PHOTOCOPY** then sign the photocopy. We will "not" accept an Original Signature on THERMAL fax paper. Thank you for your cooperation in this matter.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

IF TRANSMISSION OF ALL PAGES IS NOT COMPLETE OR IF AN ORIGINAL IS NEEDED, PLEASE CONTACT THE SENDER.

T 10544 MP 113

Chase Home Finance LLC

February 28, 2006

Loan Number 94-1925222360-448

REQUESTOR:

ATTN: MICHELLE OSTGARDEN
FIRST AMERICAN TITLE
5419233814
FAX 5415482816

BORROWER NAME AND PROPERTY ADDRESS:

KRISTEEN M WHIPPLE
DUANE L WHIPPLE
1950 NORTHWEST WAY
REDMOND OR 97756

BREAKDOWN OF AMOUNT OWED

PRINCIPAL BALANCE	$ 107,825.84	RECORDING FEE	31.00
INTEREST FROM 02/01/2006 TO 03/03/2006	574.58		
TOTAL AMOUNT SECURED BY THE MORTGAGE 03/03/2006			$ 108,431.42
		FACSIMILE FEE	20.00
TOTAL AMOUNT OWED INCLUDING SERVICE FEES			$ 108,451.42
INTEREST RATE	6.000000%		
PER DIEM	$ 17.72		

Chase Home Finance LLC ("CHF") will issue and mail the annual tax & interest statement (substitute form 1098) record at the end of the calendar year. IF THE PROPERTY IS SOLD, PLEASE PROVIDE THE SELLERS FORWARDING ADDRESS.

FORWARDING ADDRESS:_____

The above figures are subject to final verification upon receipt of the payoff remittance by CHF. Except where prohibited, CHF reserves the right to adjust the above figures and refuse any funds which are insufficient to pay the Total Amount Secured by the Mortgage for any reason including but not limited to error in calculation of the Total Amount Secured by the Mortgage, previously disbursed check or money order, stop payment of checks or ACH payments or additional disbursement made by CHF between the date of this payoff statement and the receipt of funds. The Total Amount Secured by the Mortgage, pursuant to this statement, is further conditioned upon:

1. If the payoff remittance is insufficient to pay the Total Amount Secured by the Mortgage, we will withdraw funds from the borrower(s) escrow account, if available, to complete such payoff. If sufficient funds are not in the escrow to complete such payoff, the check will be returned with a new quotation. Insufficient payoff funds remitted via wire transfer will be returned and a new quote will need to be ordered.

2. All checks which have been tendered to CHF in satisfaction of monthly payments must have cleared the borrower's bank. DO NOT PLACE A "STOP PAYMENT" ON CHECKS previously mailed to CHF or cancel ACH debits by CHF prior to prepayment in full. A late charge fee will be assessed at the close of business on the 16th day of the month if the current payment is not received, and such late charge should be added to the Total Amount Secured by the Mortgage, if payment is received by CHF after the 16th. You may call 1-800-848-9136 Payoff Wire Account to ascertain the late charge amount.

3. Disbursements of all escrowed items (e.g. hazard, flood and PMI insurance, taxes, etc.) WILL BE PAID FROM ESCROW AS NORMALLY SCHEDULED (up to the date payoff funds are received). It is the responsibility of the borrower(s) and their closing agent (if applicable) to obtain a refund should a double payment of taxes or insurance occur. If you require confirmation of any recent escrow disbursements, please call 1-888-848-9136. Any remaining escrow balance or overpayment will be mailed directly to the borrower(s) within thirty (30) business days after processing of the funds required to pay the Total Amount Secured by the Mortgage. WE WILL NOT ACCEPT OR PROCESS ESCROW ASSIGNMENTS.

4. Payoff funds should be remitted via wire transfer to: NOTE: FUNDS THAT CANNOT BE IDENTIFIED WILL BE RETURNED.

[redacted], N.A.
[redacted] 021000021
ACCOUNT NAME: Chase Home Finance LLC Payoff Wire Account
WIRE DESCRIPTION MUST INCLUDE CHASE HOME FINANCE LLC LOAN NUMBER, CUSTOMER NAME, PROPERTY ADDRESS, AND AGENT'S CONTACT INFORMATION
ATTN: PAYOFF PROCESSING

If you are not remitting funds via wire transfer, payoff funds must be in the form of a CASHIER'S CHECK or OFFICIAL BANK CHECK payable and forwarded to:

CHASE HOME FINANCE LLC
ATTN: DEPARTMENT PP-7456
3415 VISION DRIVE
COLUMBUS, OH 43219

for correct identification and posting, THE CHASE HOME FINANCE LLC LOAN NUMBER MUST BE PROVIDED ON THE PAYOFF CHECK.

5. If a recording fee is not included in the Total Amount Secured by the Mortgage, the mortgage/release documents will be returned to the borrower(s) or borrower(s) agent for satisfaction, and any charges for recording the release of lien will be the responsibility of the borrower(s) unless otherwise required by applicable law. Please provide a forwarding address for the borrower(s), when applicable, and the name, address and telephone number of the payer, if different from the borrower(s).

6. You understand and agree that if CHF receives and processes a payoff and subsequently is requested to return such payoff funds, due to loan rescission or for any other reason, unless prohibited by law, CHF will deduct a re-load fee of $1,000 from the payoff funds that are returned to compensate CHF for its time and costs incurred in re-loading such loan onto its system.

7. NOTICE TO ACH CUSTOMERS: CHF requires written notice at least five (5) business days prior to payoff if you wish to cancel automatic debit arrangements. Otherwise, the autocharge will remain in effect.

8. If you are paying off your loan as a result of the recent hurricanes, please contact Customer Care to see if Chase can offer you assistance.

OLYRS

RECEIVED
FEB 22 2006
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Wire Transfer Order

Number: 1598

First American Title Insurance Company of Oregon

File No.:	7062-664659	Issued By:	Sandi Stewart
PR:	NWEST - Northwest	Issued Date/Time:	03/07/2006 09:29:11 AM
Office:	7062 - 7062 - Deschutes County - Redmond - Escrow (BUID 984) (984)	Transmission Date/Time:	
Officer:	Kathie Morris	Amount:	$108,522.30

ORIGINATOR

Account Number	Bank Name
[redacted]	Bank of the Cascades -

Information
664659

RECEIVING BANK

ABA Number	Bank Name
[redacted]	JPMorgan Chase Bank

Bank Address
Payoff Wire Acct

BENEFICIARY

Account Number	Beneficiary Name
[redacted]	Chase Home Finance LLC

Beneficiary Address
3415 Vision Drive;Columbus, OH 43219-6009

Additional Information
Attn: Payoff Processing, Loan # 30-1925222340-46B, Kristeen Whipple, 1900 NW Way, Redmond, OR, First American Title, 541-382-4201

Advice

CUSTOMER AUTHORIZATION

Signature _____ Signature _____

Printed Name and Title _____ Printed Name and Title _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

BANK USE ONLY

Fund Hold/Credit	Credit Code	CALLBACK
Available Funds		Name / Time / Initials

Fees
☐ Analysis ☐ Charge To Account
☐ Waived ☐ Included in Check
☐ Other

Method of Payment
☐ Debit Account Number ☐ Check Received
☐ Incoming Wire ☐ Other

SPECIAL INSTRUCTIONS/NOTES

T 10544 MP 113

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2004-17107
$35.00
03/31/2004 09:26:14 AM
M-RST Cnt=2 Stn=1 BECKEY
$5.00 $5.00 $11.00 $10.00 $5.00

AFTER RECORDING MAIL TO:

UPF INCORPORATED
Ref #8125-60024
2017 W. NORTHWEST BLVD.
SPOKANE, WA 99205

APPOINTMENT OF SUCCESSOR TRUSTEE

Pursuant to ORS 86.780(3), the present beneficiary hereby appoints PETER C. McCORD, an Oregon attorney, as Successor Trustee of the Trust Deed executed by Duane Whipple and Kristeen M Whipple, as Trustor(s) on 4/4/2002, to Western Title & Escrow, as Trustee, recorded in the office of the Deschutes County Recorder, State of Oregon on 4/12/2002 in Book N/A at Page N/A under Recording No. 2002-20328, and covers the real property situate in Deschutes County, Oregon;

Said Successor Trustee to have all the powers of the original Trustee, effective herewith. Further, the obligation secured by such Deed of Trust having been fully paid and performed, the undersigned hereby requests that PETER C. McCORD, as Successor Trustee of said Deed of Trust, reconvey, without warranty, to the parties designated by the terms of same all the estate held thereunder.

COLUMBIA RIVER BANK MORTGAGE GROUP

DATED: 03/10/2004

BY: _____
Jennifer Ringbauer

STATE OF OREGON, County of Wasco:

On 3/10/2004 before me, the undersigned Notary Public, personally appeared Jennifer Ringbauer personally known to me or proved to me on the basis of satisfactory evidence) to be the person(s) whose Name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

OFFICIAL SEAL
THERESA CRUZ
NOTARY PUBLIC-OREGON
COMMISSION NO. 370935
MY COMMISSION EXPIRES JULY 27, 2007

NOTARY PUBLIC in and for the State of Oregon
My commission expires: 7.27.07

DEED OF RECONVEYANCE

PETER C. McCORD, an Oregon attorney, having received from Beneficiary the appointment as Successor Trustee and the Request for Full Reconveyance reciting that the obligation secured by the hereinabove referenced trust deed has been fully paid and performed, does hereby grant, bargain, sell and convey, but without any covenant or warranty, express or implied, to the person or persons legally entitled thereto, all the estate held by the undersigned in and to the property described in the above-referenced trust deed, except as has been previously conveyed to such person or persons.

PETER C. McCORD, Successor Trustee

STATE OF OREGON, COUNTY OF MULTNOMAH:

March 29, 2004. Personally appeared the above-named PETER C. McCORD and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: _____
Notary Public for Oregon

OFFICIAL SEAL
LUCILLE E. BAERNER
NOTARY PUBLIC-OREGON
COMMISSION NO. 342174
MY COMMISSION EXPIRES NOVEMBER 26, 2006

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Date January 9, 2003

12-063202
RECORDED BY WESTERN TITLE AS AN ACCOMMODATION ONLY. NO LIABILITY ACCEPTED FOR CONDITION OF TITLE OR VALIDITY, SUFFICIENCY, OR AFFECT OF DOCUMENT.

4002203242
Number/FHA/VA/Case No.

Duane & Kristeen M. Whipple
Mortgagor (or Trustor)

1900 Northwest Way, Redmond, OR 97756
Property Address

Fannie Mae

Modification of Mortgage

To: Federal National Mortgage Association
or Government National Mortgage Association

The Trustor or Mortgagor identified above (hereinafter referred to as the "Mortgagor")

Does hereby apply for a Modification of the payment provisions of the ("Modification" or "Extension")

above-numbered account covering an indebtedness owing from the Mortgagor to

Federal National Mortgage Association (hereinafter referred to as the ("Mortgagee"), evidenced by a note (or bond) and secured by a real property mortgage (or trust deed) (said note or bond and real property mortgage or trust deed are hereinafter referred to as the "Mortgage") and the Mortgagor represents and agrees as follows:

(1) Mortgagor is now the owner and holder of the real property encumbered by said Mortgage, recorded in the public records in the County of Deschutes

State of Oregon, in _____ book,

Page _____, or document or file number 2002-20325.

(2) Under the terms of said Mortgagor, there remains unpaid as of the first day of the Month in which this Agreement is made, the sum of $ 99,203.11 for principal, $ N/A for interest thereon, $ N/A, for advances made by the Mortgagee thereunder, and $ N/A for interest on such advances, aggregating

The total sum of $ 99,203.11 for which the amount the Mortgagor is

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

106
16
16

RECORDED BY
WESTERN TITLE & ESCROW CO.

WHEN RECORDED MAIL TO
COLUMBIA RIVER BANK MORTGAGE GROUP
1701 NE 3RD STREET SUITE B.
BEND, OR 97701

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLOW, COUNTY CLERK
2002-20325
$108.00
04/12/2002 11:32:07 AM
M-DT Cnt=1 Stn=4 SHIRLEY
$85.00 $11.00 $10.00 $2.00

TAX ACCOUNT NUMBER
[redacted]

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated April 4, 2002, together with all Riders to this document.
(B) "Borrower" is Duane Whipple and Kristeen M. Whipple

Borrower is the trustor under this Security Instrument.
(C) "Lender" is Columbia River Bank Mortgage Group

Lender is a DREGON CORPORATION
organized and existing under the laws of STATE OF OREGON

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Chase Home Finance LLC

February 25, 2006

Loan Number 30-1925222340-468

REQUESTOR:

ATTN: MICHELLE OSTGARDEN
FIRST AMERICAN TITLE
5419283014
FAX 5415482816

BORROWER NAME AND PROPERTY ADDRESS:

KRISTEEN M WHIPPLE
DUANE L WHIPPLE
1900 NORTHWEST WAY
REDMOND OR 97756

BREAKDOWN OF AMOUNT OWED

PRINCIPAL BALANCE	$ 107,825.84	RECORDING FEE	51.00
INTEREST FROM 02/01/2006 TO 03/03/2006	574.58		
TOTAL AMOUNT SECURED BY THE MORTGAGE 03/03/2006			$ 108,451.42
		FACSIMILE FEE	20.00
TOTAL AMOUNT OWED INCLUDING SERVICE FEES			$ 108,451.42
INTEREST RATE	6.000000%		
PER DIEM	$ 17.72		

Chase Home Finance LLC ("CHF") will issue and mail the annual tax & interest statement (substitute form 1098) record at the end of the calendar year. IF THE PROPERTY IS SOLD, PLEASE PROVIDE THE SELLERS FORWARDING ADDRESS.

FORWARDING ADDRESS:_____

The above figures are subject to final verification upon receipt of the payoff remittance by CHF. Except where prohibited, CHF reserves the right to adjust the above figures and refuse any funds which are insufficient to pay the Total Amount Secured by the Mortgage for any reason including but not limited to error in calculation of the Total Amount Secured by the Mortgage, previously dishonored check or money order, stop payment of checks or ACH payments or additional disbursement made by CHF between the date of this payoff statement and the receipt of funds. The Total Amount Secured by the Mortgage, pursuant to this statement, is further conditioned upon:

1. If the payoff remittance is insufficient to pay the Total Amount Secured by the Mortgage, we will withdraw funds from the borrower(s) escrow account, if available, to complete such payoff. If sufficient funds are not in the escrow to complete such payoff, the check will be returned with a new quotation. Insufficient payoff funds remitted via wire transfer will be returned and a new quote will need to be ordered.

2. All checks which have been tendered to CHF in satisfaction of monthly payments must have cleared the borrower's bank. DO NOT PLACE A "STOP PAYMENT" ON CHECKS previously mailed to CHF or cancel ACH debits by CHF prior to prepayment in full. A late charge fee will be assessed at the close of business on the 16th day of the month if the current payment is not received, and such late charge should be added to the Total Amount Secured by the Mortgage, if payment is received by CHF after the 16th. You may call 1-800-848-9136 Payoff Wire Account to ascertain the late charge amount.

3. Disbursements of all escrowed items (e.g. hazard, flood and PMI insurance, taxes, etc.) WILL BE PAID FROM ESCROW AS NORMALLY SCHEDULED (up to the date payoff funds are received). It is the responsibility of the borrower(s) and their closing agent (if applicable) to obtain a refund should a double payment of taxes or insurance occur. If you require confirmation of any recent escrow disbursements, please call 1-800-848-9136. Any remaining escrow balance or overpayment will be mailed directly to the borrower(s) within thirty (30) business days after processing of the funds required to pay the Total Amount Secured by the Mortgage. WE WILL NOT ACCEPT OR PROCESS ESCROW ASSIGNMENTS.

4. Payoff funds should be remitted via wire transfer to: NOTE: FUNDS THAT CANNOT BE IDENTIFIED WILL BE RETURNED.

JPMorgan Chase Bank, N.A.
[redacted]
ABA ROUTING NUMBER 021000021
ACCOUNT NAME: Chase Home Finance LLC Payoff Wire Account
WIRE DESCRIPTION MUST INCLUDE CHASE HOME FINANCE LLC LOAN NUMBER, CUSTOMER NAME, PROPERTY ADDRESS, AND AGENT'S CONTACT INFORMATION
ATTN: PAYOFF PROCESSING

If you are not remitting funds via wire transfer, payoff funds must be in the form of a CASHIER'S CHECK or OFFICIAL BANK CHECK payable and forwarded to:

CHASE HOME FINANCE LLC
ATTN: DEPARTMENT PP-7456
5415 VISION DRIVE
COLUMBUS, OH 43219

For correct identification and posting, THE CHASE HOME FINANCE LLC LOAN NUMBER MUST BE PROVIDED ON THE PAYOFF CHECK.

5. If a recording fee is not included in the Total Amount Secured by the Mortgage, the mortgage/release documents will be returned to the borrower(s) or borrower(s) agent for satisfaction, and any charges for recording the release of lien will be the responsibility of the borrower(s) unless otherwise required by applicable law. Please provide a forwarding address for the borrower(s), when applicable, and the name, address and telephone number of the payer, if different from the borrower(s).

6. You understand and agree that if CHF receives and processes a payoff and subsequently is requested to return such payoff funds, due to loan rescission or for any other reason, unless prohibited by law, CHF will deduct a re-load fee of $1,000 from the payoff funds that are returned to compensate CHF for its time and costs incurred in re-loading such loan onto its system.

7. NOTICE TO ACH CUSTOMERS: CHF requires written notice at least five (5) business days prior to payoff if you wish to cancel automatic debit arrangements. Otherwise, the autocharge will remain in effect.

8. If you are paying off your loan as a result of the recent hurricanes, please contact Customer Care to see if Chase can offer you assistance.

QLYR8

RECEIVED
FEB 22 2006
WATER RESOURCES DEPT
SALEM, OREGON

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLOW, COUNTY CLERK

2001-64010

$36.00

12/27/2001 03:18:20 PM

D-D Cnt=1 Stn=4 MARSHA
$10.00 $11.00 $10.00 $5.00

Title Order No. 308097-VB
Escrow No. 308097-VB

After recording return to:
Duane Whipple & Kristeen M. Whipple
1883 NW Jackpine Place
Redmond, OR 97756
Name, Address, Zip

Until a change is requested all tax statements shall be sent to the following address.
Duane Whipple & Kristeen M. Whipple
1883 NW Jackpine Place
Redmond, OR 97756
Name, Address, Zip

N/N

RECORDED BY WESTERN TITLE & ESCROW CO. 308097

STATUTORY WARRANTY DEED

TODD SPRINGER and ANDREA SPRINGER, husband and wife, Grantor, conveys and warrants to **DUANE WHIPPLE and KRISTEEN M. WHIPPLE, husband and wife,** Grantee, the following described real property free of encumbrances, except as specifically set forth herein situated in Deschutes County, Oregon, to wit:

(See Exhibit "A" attached hereto and made a part hereof)

(Tax ID 15-13-05-00-1103 Serial #129488)

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

30

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

The true consideration for this conveyance is $107,000.00. (Here comply with the requirements of ORS 93.030)

Dated this 20 day of December, 2001.

Todd Springer

Andrea Springer

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

STATE OF OREGON, County of Deschutes) *ss.*
This instrument was acknowledged before me on December 20, 2001,
by Todd Springer and Andrea Springer.

OFFICIAL SEAL
JUDY SWIFT
NOTARY PUBLIC - OREGON
COMMISSION NO. 350954
MY COMMISSION EXPIRES DEC. 9, 2005

Notary Public for Oregon
My commission expires 12/09/2005

T 10544 MP 113

Exhibit "A"

A parcel of land situate in and being the North One-Half of the Northwest One-Quarter of the Southwest One-Quarter of the Southeast One-Quarter (N1/2 NW1/4 SW1/4 SE1/4) of Section Five(5), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at a one inch pin at the South quarter corner of said Section 5, the initial point; thence North 00° 40' 32" East along the Westerly line of said SE1/4, 992.41 feet to a one-half inch pipe, and the TRUE POINT OF BEGINNING; thence North 00° 40' 32" East along said line of the SE1/4, 330.80 feet to a three-quarter inch pipe at the Northwest corner of said SW1/4 SE1/4; thence South 89° 58' 03" East along the Northerly line of said SW1/4 SE1/4, 659.68 feet to a one-half inch pipe; thence South 00° 41' 11" West, along the Easterly line of said NW1/4 SW1/4 SE1/4, 330.60 feet to a one-half inch pipe; thence North 89° 59' 08" West along the Southerly line of said N1/2 NW1/4 SW1/4 SE1/4, 659.62 feet to the point of beginning.

Same as Qc

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or D.L.C.	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON



T 10544 MP 113

CENTRAL OREGON IRRIGATION DISTRICT

BENEFICIAL USE MAP

15-13-05
SWSE TL: 1103
Whipple 2004

0 75 150 300 Feet

City of Redmond 2004 Aerial Mapping Updates
Orthophoto Mapping by: David C. Smith & Associates, Inc.
Portland, OR.
DSA Job #: 1791
Pixel Resolution: 0.5 Ft.
Map Scale/Accuracies: 1"=100' horizontal
Datum: NAD 83/91 Oregon State Plane South Zone
Date of Photography: July 8, 04; Aug 18, 04

N

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

T 10544 MP 113

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2003-03558

$66.00

00129612200300035580050055

01/16/2003 03:19:17 PM

M-MMOD Cnt=1 Stn=4 BECKEY
$20.00 $11.00 $10.00 $5.00 $20.00

DESCHUTES COUNTY CLERK

CERTIFICATE PAGE

**This page must be included
if document is re-recorded.
Do Not remove from original document.**

Date January 9, 2003

12-063202

RECORDED BY WESTERN TITLE AS AN ACCOMMODATION ONLY. NO LIABILITY ACCEPTED FOR CONDITION OF TITLE OR VALIDITY, SUFFICIENCY, OR AFFECT OF DOCUMENT.

4002203242
Number/FHA/VA/Case No.

Duane & Kristeen M. Whipple
Mortgagor (or Trustor)

1900 Northwest Way, Redmond, OR 97756
Property Address

Fannie Mae

Modification of Mortgage

To: Federal National Mortgage Association
or Government National Mortgage Association

The Trustor or Mortgagor identified above (hereinafter referred to as the "Mortgagor")

Does hereby apply for a Modification of the payment provisions of the ("Modification" or "Extension")

above-numbered account covering an indebtedness owing from the Mortgagor to

Federal National Mortgage Association (hereinafter referred to as the ("Mortgage"), evidenced by a note (or bond) and secured by a real property mortgage (or trust deed) (said note or bond and real property mortgage or trust deed are hereinafter referred to as the "Mortgage") and the Mortgagor represents and agrees as follows:

(1) Mortgagor is now the owner and holder of the real property encumbered by said

Mortgage, recorded in the public records in the County of Deschutes

State of Oregon , in _____ book, _

Page _____, or document or file number 2002-20325.

(2) Under the terms of said Mortgagor, there remains unpaid as of the first day of

the Month in which this Agreement is made, the sum of $ 99,203.11 for principal,

$ N/A for interest thereon, $ N/A , for advances made by the

Mortgagee thereunder, and $ N/A for interest on such advances, aggregating

The total sum of $ 99,203.11 for which the amount the Mortgagor is

indebted to the Mortgagee under said Mortgage, which is valid lien, to which Mortgagor has no defenses, off-set or counterclaims.

(3) Mortgagor hereby deposits with the Mortgage the sum of $ N/A , which is to be applied upon the present balance due on the principal of said Mortgage, (including advances, if any), and the sum of $ N/A which is to be applied upon the delinquent interest due upon said principal (and advances, if any); application of said deposited amounts is to be made as of the effective date of this modification or extension, which if not executed by Mortgagee, shall be returned to the Mortgagor.

(4) Mortgagor agrees the terms of said Mortgage are modified or extended relative to the payment of said indebtedness by providing for payment of the balance of the principal, including any unpaid interest due thereon, (after the deposits aforementioned have been applied thereto), as follows: Said total balance of $ 99,203.11 is to be paid, with interest at the same rate per annum stipulated in the Mortgage, on the unpaid balance, in equal installments of 665.60 exclusive of sums required to be deposited for the payment of taxes, insurance, etc.), the first of said installments shall become due and payable on

the day of March 1 , 2003, and the remaining installments, successively, on the day of each and every month thereafter, until said mortgage indebtedness is fully paid, except that if not sooner paid, the final payment of principal and interest shall be due and payable on the day of April 1 , 2032 , which is the present or extended maturity date.

(5) Mortgagor agrees to make the payments as specified in paragraph (4) hereof and understands that:

(a) All the rights and remedies, stipulations, and conditions contained in said Mortgage relating to default in the making of payments under the Mortgage shall also apply to default in the making of said modified payments hereunder.

(b) All covenants, agreements, stipulations and conditions in said Mortgage shall be and remain in full force and effect, except as herein modified, and none of the Mortgagor's obligations or liabilities under said Mortgage shall be diminished or released by any provisions hereof; nor shall this Agreement in any way impair, diminish, or affect any of the Mortgagee's rights under or remedies on the Mortgage, whether such rights or remedies arise thereunder or by operation by law. Also, the Mortgagee, expressly reserves all rights or recourse to which the Mortgagee is presently entitled against any property or any other persons in any way obligated for or liable on the Mortgage.

(c) All costs and expenses incurred by Mortgagee in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by Mortgager and shall be secured by said Mortgage.

(d) Mortgagor agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by the Mortgagee, shall bind and inure to the heirs, executors, administrators, and assigns of the Mortgagor.

(6) For the purpose of inducing and influencing the Mortgagee to execute this Agreement, the undersigned represents of his or her own knowledge that the names of all owners or other persons having an interest in the mortgaged property are as follows

Name:

Duane & Kristeen M. Whipple

All such persons are of legal age, and none is under any legal disability, except as follows:

Duane Whipple (SEAL) Kristeen M. Whipple (SEAL)

Duane Whipple Kristeen M. Whipple

_____ (SEAL) _____ (SEAL)

* Mortgagor Acknowledgement

STATE OF Oregon

COUNTY OF Deschutes

On this 10 day of Jan, 20 03, before me Susan Kiser, a notary public, personally appeared Duane & Kristeen Whipple, personally known to me to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that they executed the same.

OFFICIAL SEAL
SUSAN KISER
NOTARY PUBLIC- OREGON
COMMISSION NO. 354193
MY COMMISSION EXPIRES JAN 30, 2006

Susan Kiser
Notary Public in and for the State of Oregon
Residing at

My commission expires 1/30/06

Agreed to by:

By _____
Kim Manie-Oskoii, Senior Vice President, Columbia River Bank Mortgage Group

Date 1/14/03, 2002.

STATE OF OREGON

COUNTY OF DESCHUTES

On this 14 day of January, 20 03, before me Cheryl Redfearn, a notary public, personally appeared Kim Marie Oskoi, personally known to me to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that She executed the same.

OFFICIAL SEAL
CHERYL REDFEARN
NOTARY PUBLIC- OREGON
COMMISSION NO. 353150
MY COMMISSION EXPIRES JAN 1, 2006

Cheryl Redfearn

Notary Public in and for the State of Oregon
Residing at Bend

My commission expires 1/1/06

The undersigned, being obligated for the payment of the above-described Mortgage indebtedness, hereby consents to the execution of this Agreement between the Mortgagor therein described and the Mortgagee, and further consents to any modification or extension of the Mortgage by the Mortgagee under said Agreement.

*Witnessed By:

_____ _____

_____ _____

Co-Makers or Endorsers

*The execution of this agreement should be witnessed and the appropriate acknowledgement clause should be added, if these are requirements under local law; also, this agreement should be filed for record, if required under local law or practice.

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2006-22771

$36.00

00451737200600227710010019

04/03/2006 02:21:35 PM

M-AST Cnt=2 Stn=4 TRACY
$5.00 $5.00 $11.00 $10.00 $5.00

158088

WHEN RECORDED, MAIL TO:
Nationwide Title Clearing
2100 Alt. 19 North
Palm Harbor, FL 34683
L#: CHAS6 5469705 1925222340

SUBSTITUTION OF TRUSTEE and FULL RECONVEYANCE

WHEREAS, DUANE WHIPPLE AND KRISTEEN M. WHIPPLE was the original Trustor, **PACIFIC NORTHWEST TITLE OF OREGON, INC.** was the original Trustee, and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** was the original Beneficiary under that certain Deed of Trust dated 02/20/2004 in DESCHUTES County, Oregon, under Doc # 2004-10383 or Book Page recorded on 02/27/2004 .

WHEREAS, the undersigned as present Beneficiary, having received full payment on said Deed of Trust and debt and desiring to substitute a new Trustee under said Deed of Trust in place and stead of said original Trustee thereunder. NOW, THEREFORE, the undersigned hereby substitutes **H. STEPHEN BAUER**, as Trustee under said Deed of Trust and directs the said H. STEPHEN BAUER to reconvey, without warranty, to the parties entitled thereto the estate now held by him under said Deed of Trust.

Dated: 03/15/2006
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR RBC MORTGAGE COMPANY

BY:_____
MARY JO MCGOWAN VICE PRESIDENT

STATE OF FLORIDA COUNTY OF PINELLAS
This instrument was acknowledged before me on 03/15/2006 by MARY JO MCGOWAN as VICE PRESIDENT of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR RBC MORTGAGE COMPANY

_____
MARIA LEONOR GERHOLDT
Notary Public/Commission expires 05/26/2009

MARIA LEONOR GERHOLDT
Notary Public State of Florida
My Commission Exp. May 26, 2009
No. DD 0434521
Bonded through (800) 432-4254
Florida Notary Assn., Inc.

H. STEPHEN BAUER, hereby accepts the foregoing appointment as Trustee under said Deed of Trust and as successor Trustee, pursuant to a written request of the present Beneficiary and in accordance with the provisions of said Deed of Trust, DOES HEREBY CONVEY to the person or persons legally entitled thereto, without warranty, the estate, title and interest now held by the undersigned in and to the premises more fully described in said Deed of Trust.

BY:_____, as Trustee Dated: MAR 2 8 2006
H. STEPHEN BAUER

STATE OF OREGON COUNTY OF MULTNOMAH
This instrument was acknowledged before me

on MAR 2 8 2006 by H. STEPHEN BAUER

_____
Notary Public

OFFICIAL SEAL
HENRY L. BAUER
NOTARY PUBLIC-OREGON
COMMISSION NO. 377142
MY COMMISSION EXPIRES MARCH 16, 2008

CHAS6 5469705 PWO848089 100058900002903201 MERS PHONE
1-888-679-MERS

forms1/RCNOR1

CENTRAL OREGON IRRIGATION DISTRICT

COPY

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-19264
$41.00
03/21/2006 10:25:24 AM
D-D Cnt=1 Stn=2 LADENEL
$15.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Prescott S. Rice and Brook L. Rice, as tenants by the entirety, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 2.0 acres of COID water rights that are appurtenant to the lands listed in Exhibit A, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-09 NW NW 205, and more particularly described as in Exhibit A, attached, and incorporated by this reference.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 2.0 acres of water rights incurred.

This agreement is binding upon the heirs, executors, administrators, successors, and permitted assi agreement.

15-13-9
NW NW
T.L. 205

Consideration for this Quitclaim: $2,400.00

Grantor:

_____ Date 3/8/06
Prescott S. Rice

Brook L. Rice Date 3/10/06
Brook L. Rice

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on MARCH 8, 2006 by Prescott S. Rice

Laura L Wollam
Notary Public

OFFICIAL SEAL
LAURA L WOLLAM
NOTARY PUBLIC-OREGON
COMMISSION NO. 399300
MY COMMISSION EXPIRES NOVEMBER 7, 2009

T 10544 MP 113

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on March 10, 2006 by Brook L. Rice

Barbara R. Fehl
Notary Public

OFFICIAL SEAL
BARBARA R FEHL
NOTARY PUBLIC - OREGON
COMMISSION NO. 368212
MY COMMISSION EXPIRES APR. 30, 2007

Grantee:

Date 13 March 2006

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on March 13, 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

© Central Oregon Irrigation District 2006

T 10544 HP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

EXHIBIT "A"

The Southeast Quarter of the Northwest Quarter of the Northwest Quarter (SE1/4 NW1/4 NW1/4) of Section Nine (9), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon

EXCEPTING THEREFROM: Beginning at the Northeast corner of said SE1/4 NW1/4 NW1/4; thence South along the East line thereof a distance of 100 feet; thence West parallel to the north line of said SE1/4 NW1/4 NW1/4 a distance of 50 feet; thence North parallel to the East line thereof a distance of 100 feet to the North line thereof; thence East 50 feet to the point of beginning AND EXCEPTING THEREFROM that portion platted as Partition Plat No. 1991-48 located in the SE1/4 NW1/4 NW1/4 of Section 9, Township 15 South, Range 13 East of the Willamette Meridian AND EXCEPT the South 30 feet conveyed to the City of Redmond for street by deed recorded May 27, 1970 in Book 170, Page 201, Deschutes County Deed Records.

Includes TL 205, but exception area (TL 201) appears to be included on the QC Map

May need also to check other exceptions

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

February 13, 2006
Title Number : 087137
Title Officer : ANN C. EASTON
Fee : $150.00

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

The Southeast Quarter of the Northwest Quarter of the Northwest Quarter (SE1/4 NW1/4 NW1/4) of Section Nine (9), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon

EXCEPTING THEREFROM: Beginning at the Northeast corner of said SE1/4 NW1/4 NW1/4; thence South along the East line thereof a distance of 100 feet; thence West parallel to the north line of said SE1/4 NW1/4 NW1/4 a distance of 50 feet; thence North parallel to the East line thereof a distance of 100 feet to the North line thereof; thence East 50 feet to the point of beginning AND EXCEPTING THEREFROM that portion platted as Partition Plat No. 1991-48 located in the SE1/4 NW1/4 NW1/4 of Section 9, Township 15 South, Range 13 East of the Willamette Meridian AND EXCEPT the South 30 feet conveyed to the City of Redmond for street by deed recorded May 27, 1970 in Book 170, Page 201, Deschutes County Deed Records.

Same as QC

and dated as of February 6, 2006 at 7:30 a.m.

We find that the last deed of record runs to:

Prescott S. Rice and Brook L. Rice,
as tenants by the entirety

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $90,000.00
   Dated: September, 2005
   Recorded: September 27, 2005
   Volume-Page: 2005-65153, Deschutes County Records
   Grantor: Prescott S. Rice and Brooke L. Rice, jointly and severally
   Trustee: First American Title Insurance Company
   Beneficiary: Peter J. Uffelman
   (Includes Other Property)

Need Copy

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

2006 100 BEST COMPANIES TO WORK FOR

2. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $190,000.00
   Dated: January 30, 2002
   Recorded: February 13, 2002
   Volume-Page: 2002-08774, Deschutes County Records
   Grantor: Prescott S. Rice and Brook L. Rice, Husband and Wife
   Trustee: AmeriTitle WA Federal Savings

Need Copy

(Includes Other Property)

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 09B0 00205
Account No. [redacted]

1. The 2005-2006 Taxes: $2,340.40, (Balance due $1,560.27)

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

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

AmeriTitle

By: Ann C. Easton
Ann C. Easton, Title Officer
AE:kg

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

T 10544 MP 113

EXHIBIT "A"
LEGAL DESCRIPTION

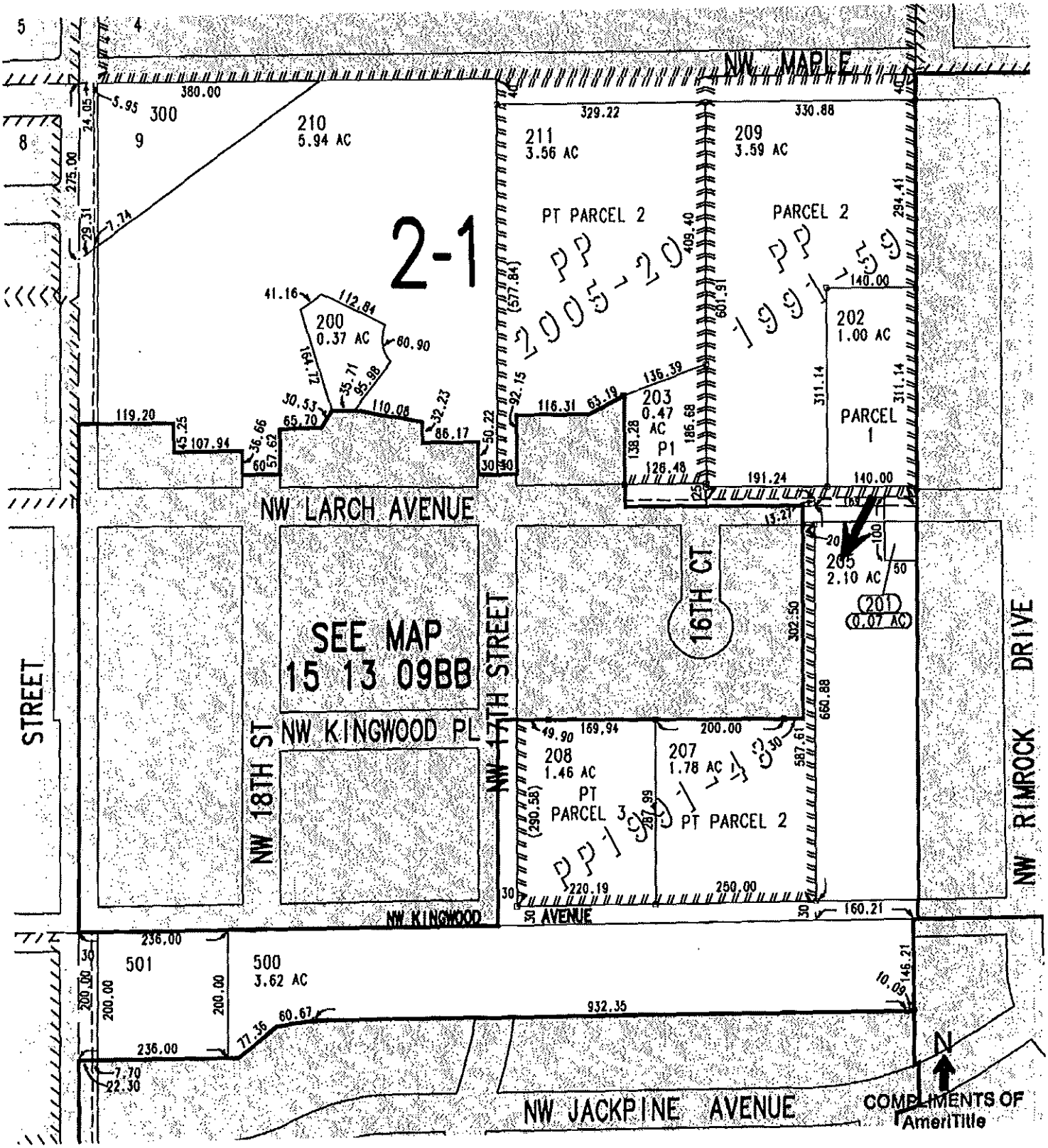
The Southeast Quarter of the Northwest Quarter of the Northwest Quarter (SE1/4 NW1/4 NW1/4) of Section Nine (9), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon

EXCEPTING THEREFROM: Beginning at the Northeast corner of said SE1/4 NW1/4 NW1/4; thence South along the East line thereof a distance of 100 feet; thence West parallel to the north line of said SE1/4 NW1/4 NW1/4 a distance of 50 feet; thence North parallel to the East line thereof a distance of 100 feet to the North line thereof; thence East 50 feet to the point of beginning AND EXCEPTING THEREFROM that portion platted as Partition Plat No. 1991-48 located in the SE1/4 NW1/4 NW1/4 of Section 9, Township 15 South, Range 13 East of the Willamette Meridian AND EXCEPT the South 30 feet conveyed to the City of Redmond for street by deed recorded May 27, 1970 in Book 170, Page 201, Deschutes County Deed Records.

same as QC

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON



RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

T 10544 MP 113

VOL: 2000 PAGE: 12221
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES

*2000-12221 * Vol-Page Printed: 03/30/2000 12:08:10

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Mar. 30, 2000; 11:36 a.m.

RECEIPT NO: 18948

DOCUMENT TYPE: Deed

FEE PAID: $36.00

NUMBER OF PAGES: 2

Mary Sue Penhollow

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

26283 36 2000 12221-1

WARRANTY DEED

DAVID E. STIREWALT and SHERRY L. STIREWALT, husband and wife, Grantor(s) hereby grant, bargain, sell, warrant and convey to: PRESCOTT S. RICE and BROOK L. RICE, husband and wife, Grantee(s) and grantee's heirs, successors and assigns the following described real property, free of encumbrances except as specifically set forth herein in the County of ~~XXXXXX~~ and State of Oregon, to wit:
DESCHUTES

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

1513 9BO TL 201
1513 9BO TL 205

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

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

The true and actual consideration for this conveyance is 140,000.00.

Until a change is requested, all tax statements shall be sent to Grantee at the following address: 1520 NW LARCH AVE, REDMOND, OR 97756

Dated this 23 day of March, 2000

David E. Stirewalt
DAVID E. STIREWALT

Sherry L. Stirewalt
SHERRY L. STIREWALT

State of Oregon
County of UNION

This instrument was acknowledged before me on March 23, 2000 by DAVID E. STIREWALT and SHERRY L. STIREWALT.

Sally Rebeker
(Notary Public for Oregon)

My commission expires Sept 6, 2003

ESCROW NO. CT56575KT

Return to:
PRESCOTT S. RICE
1520 NW LARCH AVE
REDMOND, OR 97756

OFFICIAL SEAL
SALLY REBEKER
NOTARY PUBLIC-OREGON
COMMISSION NO. 326729
MY COMMISSION EXPIRES SEPT. 6, 2003

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

After recording, return to
Amerititle
15 OREGON AVENUE, REDMOND

T 10544 MP 113

2008.12221-2

EXHIBIT "A"

PARCEL I:

That portion of the Southeast Quarter of the Northwest Quarter of the Northwest Quarter (SE1/4NW1/4NW1/4) of Section Nine (9), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the Northeast corner of said SE1/4NW1/4NW1/4; thence South along the East line of the SE1/4NW1/4NW1/4 a distance of 100 feet; thence West parallel to the North line of the SE1/4NW1/4NW1/4 a distance of 50 feet; thence North parallel to the East line of the SE1/4NW1/4NW1/4 a distance of 100 feet to the North line of the SE1/4NW1/4NW1/4; thence East 50 feet to the Point of Beginning.

TL 201

PARCEL II:

The Southeast Quarter of the Northwest Quarter of the Northwest Quarter (SE1/4 NW1/4 NW1/4) of Section Nine (9), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon

EXCEPTING THEREFROM: Beginning at the Northeast corner of said SE1/4 NW1/4 NW1/4; thence South along the East line thereof a distance of 100 feet; thence West parallel to the north line of said SE1/4 NW1/4 NW1/4 a distance of 50 feet; -thence North parallel to the East line thereof a distance of 100 feet to the North line thereof; thence East 50 feet to the point of beginning AND EXCEPTING THEREFROM that portion platted as Partition Plat No. 1991-48 located in the SE1/4 NW1/4 NW1/4 of Section 9, Township 15 South, Range 13 East of the Willamette Meridian AND EXCEPT the South 30 feet conveyed to the City of Redmond for street by deed recorded May 27, 1970 in Book 170, Page 201, Deschutes County Deed Records.

TL 205 and others

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

COPY

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

T 10544 NP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON



CENTRAL OREGON IRRIGATION DISTRICT

BENEFICIAL USE MAP

10544

15-13-09
NWNW TL: 205
MP 113 RICE - 2004

0 70 140 280 Feet

City of Redmond 2004 Aerial Mapping Updates
Orthophoto Mapping by: David C. Smith & Associates, Inc.
Portland, OR.
DSA Job #: 1791
Pixel Resolution: 0.5 Ft.
Map Scale/Accuracies: 1"=100' horizontal
Datum: NAD 83/91 Oregon State Plane South Zone
Date of Photography: July 8, 04; Aug 18, 04

N

USED
USED_2005
DRY
USED-NO WIR
TL
INSTREAM
PENDING_ON
PENDING_ON POND
PETITIONED_ON
PETITIONED_ON POND
DC
DC-INSTREAM
EXITED

FORM No. 881 – TRUST DEED (Assignment Restricted).

EA NO PART OF ANY STEVENS-NESS FORM MAY BE F

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2005-65153
$41.00
00401084200500851530020032
09/27/2005 09:33:12 AM
M-DT Cnt=1 Stn=23 SHIRLEY
$15.00 $11.00 $10.00 $5.00

TRUST DEED

Prescott S. Rice and Brooke L.Rice

Grantor's Name and Address

Peter J. Uffelman

Beneficiary's Name and Address

After recording, return to (Name, Address, Zip):
Richard A. Uffelman
3 Centerpointe Dr., Suite 250
Lake Oswego, OR 97035

SPACE RESERVED FOR RECORDER'S USE

received for recording on _____, at _____ o'clock _____.M., and recorded in book/reel/volume No. _____ on page _____ and/or as fee/file/instrument/microfilm/reception No. _____, Records of this County.

Witness my hand and seal of County affixed.

NAME TITLE

By _____, Deputy.

THIS TRUST DEED, made on September 2005, between
Prescott S. Rice and Brooke L. Rice, jointly and severally, as Grantor,
First American Title Insurance Company, as Trustee, and
Peter J. Uffelman, as Beneficiary,

WITNESSETH:

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

Does not specifically mention WRs

*Trust Deed or ten (10) days after a plat is recorded covering the real property described on Exhibit A, whichever shall first occur.

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

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Ninety Thousand Dollars and no/100 ($90,000.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest, if not sooner paid, to be due and payable on one (1) year from the date of this *

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

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; and not to commit or permit any waste of the property.
2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require, and to pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and other hazards, as the beneficiary may from time to time require, in an amount not less than $0, written by one or more companies acceptable to the beneficiary, with loss payable to the latter. All policies of insurance shall be delivered to the beneficiary as soon as issued. If the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges becomes past due or delinquent and promptly deliver receipts therefor to beneficiary. Should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof. For such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described. All such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and shall constitute a breach of this trust deed.
6. To pay all costs, fees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation, and trustee and attorney fees actually incurred.
7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed or any suit or action related to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney fees. The amount of attorney fees mentioned in this paragraph in all cases shall be fixed by the trial court, and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney fees on such appeal.

It is mutually agreed that:

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

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

*WARNING: 12 USC 1701j-3 regulates and may prohibit exercise of this option.

**The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

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

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

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

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

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

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

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

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

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

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

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor'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 grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are (choose one):*
(a) ~~for grantor's personal, family or household purposes.~~
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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

***IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is inapplicable. If warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures. If compliance with the Act is not required, disregard this notice.**

Prescott S. Rice

Brooke L. Rice

STATE OF OREGON, County of Deschutes) ss.

This instrument was acknowledged before me on September 23, 2005

by Prescott S. Rice and Brooke L. Rice.

This instrument was acknowledged before me on _____,

by _____

as _____

of _____

OFFICIAL SEAL
KELLI J SOMERS
NOTARY PUBLIC- OREGON
COMMISSION NO. B391213
MY COMMISSION EXPIRES MAR 30, 2009

Notary Public for Oregon

My commission expires 3/30/09

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

TO: _____, Trustee

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

_____

DATED _____

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

_____
Beneficiary

EXHIBIT "A"

PARCEL I:

That portion of the Southeast Quarter of the Northwest Quarter of the Northwest Quarter (SE1/4NW1/4NW1/4) of Section Nine (9), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the Northeast corner of said SE1/4NW1/4NW1/4; thence South along the East line of the SE1/4NW1/4NW1/4 a distance of 100 feet; thence West parallel to the North line of the SE1/4NW1/4NW1/4 a distance of 100 feet to the North line of the SE1/4NW1/4NW1/4; thence East 50 feet to the Point of Beginning.

PARCEL II:

The Southeast Quarter of the Northwest Quarter of the Northwest Quarter (SE1/4 NW1/4 NW1/4) of Section Nine (9), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING THEREFROM: Beginning at the Northeast corner of said SE1/4 NW1/4 NW1/4; thence South along the East line thereof a distance of 100 feet; thence West parallel to the north line of said SE1/4 NW1/4 NW1/4 a distance of 50 feet; -- thence North parallel to the East line thereof a distance of 100 feet to the North line thereof; thence East 50 feet to the point of beginning AND EXCEPTING THEREFROM that portion platted as Partition Plat No. 1991-48 located in the SE1/4 NW1/4 NW1/4 of Section 9, Township 15 South, Range 13 East of the Willamette Meridian AND EXCEPT the South 30 feet conveyed to the City of Redmond for street by deed recorded May 27, 1970 in Book 170, Page 201, Deschutes County Deed Records.

41407-101

117 201 252441-1

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLON, COUNTY CLERK
2002-08774
$101.00
02/13/2002 11:11:59 AM
M-DT Cnt=1 Stn=4 MARSHA
$75.00 $11.00 $10.00 $5.00

After Recording Return To:
Bend Office
2715 E Highway 20
Bend OR 97701
Attn: HEATHER

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated January 30th 2002, together with all Riders to this document.
(B) "Borrower" is PRESCOTT S RICE AND BROOK L RICE, HUSBAND AND WIFE.
Borrower is the trustor under this Security Instrument.
(C) "Lender" is Washington Federal Savings. Lender is a Federally Chartered Savings and Loan Association organized and existing under the laws of The United States of America. Lender's mailing address is 300 Ellsworth SW, Albany, Oregon 97321.
Lender is the beneficiary under this Security Instrument.
(D) "Trustee" is AMERITITLE.
(E) "Note" means the promissory note signed by Borrower and dated January 30th 2002.
The Note states that Borrower owes Lender ONE HUNDRED NINETY THOUSAND AND NO/100S Dollars (U.S. $ $190,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 1st 2032.
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property".
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Other(s) [specify] _____
☐ 1-4 Family Rider	☒ Addendum to Uniform Deed of Trust	

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Item" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

After recording, return to
Amerititle
15 OREGON AVENUE, BEND

Borrower's Initials: PSR BLR

(N) **"Mortgage Insurance"** means insurance protecting Lender against the non payment of, or default on, the Loan.
(O)**"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, RESPA refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Deschutes County, Oregon.

AS PER ATTACHED EXHIBIT "A", AND BY THIS REFERENCE INCORPORATED HEREIN;

Does not list WRs

which currently has the address of 1520 NW LARCH AVE
[Street]
REDMOND, Oregon 97756 ("Property Address")
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:
1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.
Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section

COPY

CENTRAL OREGON IRRIGATION DISTRICT

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2006-28474

$31.00

04/26/2006 09:51:45 AM

D-D Cnt=1 Stn=1 BECKEY
$5.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Hayden H. Watson, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands described as The East 710.00 feet of the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of Section Four (4), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon. EXCEPT the North 636.45 feet thereof. ALSO EXCEPT the East 460.00 feet of the South 500 feet thereof; release their claim and responsibility for 5.0 acres of COID water rights that are appurtenant to the described lands, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-04 NE NE 600.

Legal Description OK - TL 600

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 5.0 acres of water rights incurred.

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

Consideration for this Quitclaim: $6,000.00

15-13-4
NE NE
T.L. 600

Grantor:

_____ Date 4.6.06
Hayden H. Watson

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on April 6th, 2006 by Hayden H. Watson.

OFFICIAL SEAL
KIMBERLY GUTHRIE
NOTARY PUBLIC - OREGON
COMMISSION NO. 370022
MY COMMISSION EXPIRES JULY 18, 2007

Kimberly Guthrie
Notary Public

Grantee:

_____ Date 14April. 2006
Steven C. Johnson, Secretary-Manager Central Oregon Irrigation District

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on April 14. 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

Leslie Clark
Notary Public

© Central Oregon Irrigation District 2006

T 10544 MP 113

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

February 28, 2006
Title Number : 087575
Title Officer : CHUCK NICHOLS
Fee : $150.00

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

The East 710.00 feet of the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Four (4), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon.
EXCEPT the North 636.45 feet thereof. ALSO EXCEPT the East 460.00 feet of the South 500 feet thereof.

and dated as of February 21, 2006 at 7:30 a.m.

We find that the last deed of record runs to:

HAYDEN H. WATSON

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.

Amount:	$57,850.00
Dated:	December 2, 1993
Recorded:	December 6, 1993
Book-Page:	321-1590, Deschutes County Records
Grantor:	Hayden H. Watson
Trustee:	First American Title Co.
Beneficiary:	Bank of the Cascades

Image not available on Line

Victoria Brown. Bank of Cascades 3/3/06 confirmed this DOT no longer exists on this property. No satisfaction was recorded Consent not required.

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

NONE

But, this was reconveyed on 6/8/06 (2006-39712)

T 10544 WP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

2006 100 BEST COMPANIES TO WORK FOR

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 04AA 00600
Account No. [redacted]

NOTE: The 2005-2006 Taxes: $1,770.14, Paid in full.

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

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

AmeriTitle

By: _____
Chuck Nichols, Title Examiner
CN:kw

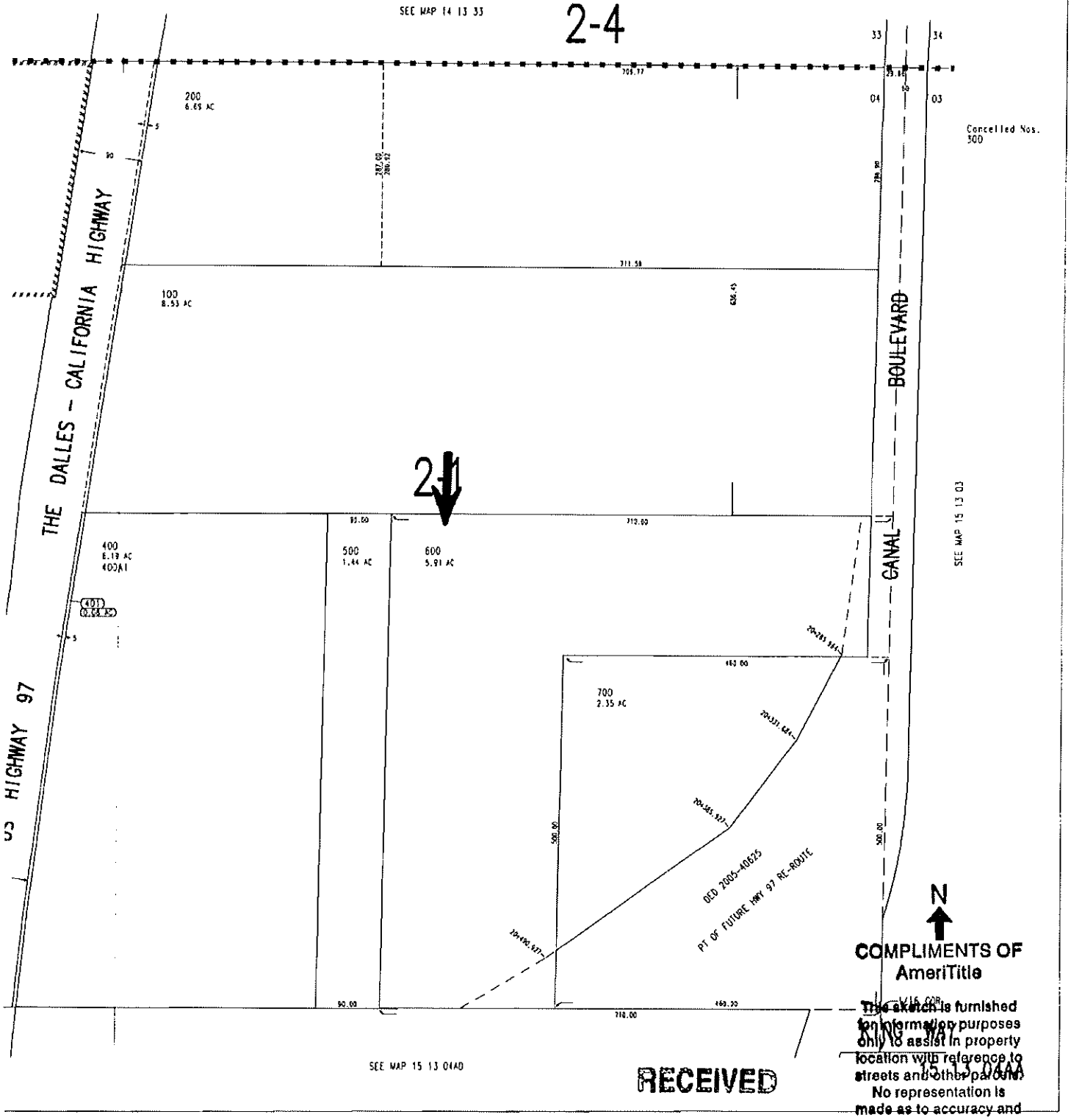
"Superior Service with Commitment and Respect for Customers and Employees"

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

NE1/4 NE1/4 SEC. 04 T.15S. R.13E. W.M.
DESCHUTES COUNTY

15 13 04AA

1" = 100'



COMPLIMENTS OF
AmeriTitle

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

93-43537

321 - 1588

38-12740709 Res 4094

STATUTORY WARRANTY DEED

MICHAEL D. CHURCHES

, Grantor,

conveys and warrants to HAYDEN H. WATSON, AN ESTATE IN FEE SIMPLE

, Grantee,

the following described real property free of liens and encumbrances, except as specifically set forth herein:
The East 710.00 feet of the Northeast quarter of the Northeast Quarter of Section Four (4), TOWNSHIP FIFTEEN (15) SOUTH, RANGE THIRTEEN (13) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, EXCEPT the North 636.45 feet thereof; ALSO EXCEPT the East 460.00 feet of the South 500.00 feet thereof. Tax a/c #15-13-04AA 600, 2-4

Same as QC

This property is free of liens and encumbrances, EXCEPT: EXCEPT AS SHOWN ON EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

The true consideration for this conveyance is $ 89,000.00 (Here comply with the requirements of ORS 93.030)

Dated this 03 day of December 19 93.

MICHAEL D. CHURCHES

STATE OF OREGON
County of DESCHUTES } *ss.*

BE IT REMEMBERED, That on this 03 *day of* December *, 19 93 , before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named* MICHAEL D. CHURCHES

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

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

OFFICIAL SEAL
DIANE GULLEY
NOTARY PUBLIC - OREGON
COMMISSION NO. 002804
MY COMMISSION EXPIRES NOV 7 1994

Notary Public for Oregon.

My Commission expires 11/7/94

Title Order No. 127607 DG
Escrow No. RE04096A

THIS SPACE RESERVED FOR RECORDER'S USE

10544

MP 113

RECEIVED

FEB 22 2008

WATER RESOURCES DEPT
SALEM, OREGON

After recording return to:
HAYDEN H. WATSON
C/O 1511 SW 33RD STREET
REDMOND, OR 97756
Name, Address, Zip

Until a change is requested all tax statements shall be sent to the following address.
HAYDEN H. WATSON
C/O 1511 SW 33RD STREET
REDMOND, OR 97756
Name, Address, Zip

FIRST AMERICAN TITLE
OF DESCHUTES COUNTY
P. O. BOX 323
BEND, OREGON 97709

EXHIBIT "A" TO WARRANTY DEED

SUBJECT TO THE FOLLOWING:

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

2. Existing telephone, telegraph, power lines, roads, railroads, highways, ditches, canals and pipelines.

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

STATE OF OREGON)
COUNTY OF DESCHUTES) ss.

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

93 DEC -6 AM 11:31

MARY SUE PENHOLLOW
COUNTY CLERK

BY. T. Moore DEPUTY
NO. 93-43537 FEE 38.00
DESCHUTES COUNTY OFFICIAL RECORDS

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

COPY Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

I, Cary D. Penhollow, in my capacity as District Watermaster,
mailing address 1055 SW Lake Court; Redmond, OR 97756
telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

T 10544 MP 113

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

Notary Public for Oregon

T 10544

MP 113

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

Thank You

April 18, 2007

Gen Hubert
Deschutes Water Exchange Mitigation Bank
P.O. Box 1560
Bend, OR 97701

Dear Gen:

Thank you for participating in the Short-Term Instream Leasing Program and Deschutes Mitigation Credit Program. I want to express appreciation for your participation in these programs and cooperation in helping to improve streamflows for fish and aquatic life and to provide mitigation water to ground water users in the Deschutes Ground Water Study Area.

This instream lease has been approved and has been awarded mitigation credits

Enclosed is a copy of the final order approving the instream lease and mitigation credit project. If you have any questions, please call me at (503) 986-0884.

Sincerely,

Laura Snedaker
Field Services Division

c: Jeremy Giffin, Watermaster District 11
Laura Wolam, Central Oregon Irrigation District
file IL-807 / MP-98 COID-07-03

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

COPY

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Lease of Existing Water Rights for Instream Use and Preliminary and Final Award of Mitigation Credits, Certificates 76358, Crook and Deschutes Counties	)))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE & MITIGATION CREDIT PROJECT

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating instream lease applications.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Lessor
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes Water Exchange (DWE)
Mitigation Bank
P.O. Box 1560
Bend, Oregon 97709
gen@deschutesriver.org

Findings of Fact

1. On March 19, 2007, COID and the DWE Mitigation Bank filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number IL-807.

2. The rights to be leased are as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 17.66 acres from Point of Diversion (POD) #1 and 55.78 acres from POD #11
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

T 10544 MP 113

Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

POD #1

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.221 CFS	0.294 CFS	0.388 CFS	
December 2, 1907			0.157 CFS	
Totals	0.221 CFS	0.294 CFS	0.545 CFS	175.01 AF

POD #2

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.697 CFS	0.930 CFS	1.227 CFS	
December 2, 1907			0.495 CFS	
Totals	0.697 CFS	0.930 CFS	1.722 CFS	552.78 AF

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.

Source: Deschutes River, tributary to the Columbia River

Authorized Place of Use:

Twp	Rng	Mer	Sec	Q-Q	POD	Tax Lot	Acres
14 S	13 E	WM	16	SW SE	11	2400	0.3
15 S	13 E	WM	4	NE NE	11	600	5.0
15 S	13 E	WM	4	SE SE	11	800	0.65
15 S	13 E	WM	4	SE SE	11	900	0.6
15 S	13 E	WM	4	SW SW	11	704	6.31
15 S	13 E	WM	8	SE SW	11	100	7.6
15 S	13 E	WM	8	SE SW	11	200	9.5
15 S	13 E	WM	8	SW SW	11	802	0.9
15 S	13 E	WM	8	SW SW	11	600	1.0
15 S	13 E	WM	8	SW SW	11	601	0.6
15 S	13 E	WM	8	SW SW	11	602	0.5
15 S	13 E	WM	8	SW SW	11	801	0.77
15 S	13 E	WM	8	SW SW	11	803	1.0
15 S	13 E	WM	8	SW SW	11	700	4.0
15 S	13 E	WM	8	SW SW	11	900	4.0
15 S	13 E	WM	9	SW NW	11	501	0.8
15 S	13 E	WM	18	SW SE	11	2802	3.74
15 S	13 E	WM	18	SW SE	11	2809	0.26
15 S	13 E	WM	20	NW NW	11	201	4.4
15 S	13 E	WM	21	SW NW	11	2800	0.35
15 S	13 E	WM	21	SW NW	11	200	0.25
15 S	13 E	WM	21	SW NW	11	300	0.25
15 S	13 E	WM	30	NW NW	11	902	3.0
17 S	12 E	WM	23	NE NE	1	106	6.8
17 S	12 E	WM	23	NW SW	1	1001	0.7
17 S	12 E	WM	26	NE SW	1	705	4.7
17 S	12 E	WM	28	NE SW	1	200	1.86
17 S	13 E	WM	31	NE SE	1	1100	3.0
17 S	14 E	WM	22	NE SE	1	801	0.2
18 S	13 E	WM	12	SE NW	1	501	0.4

T 10544

MP 113

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
18 S	11 E	WM	13	SW NE	Central Oregon Canal POD #1 – 1520 feet South & 1535 feet West from the NE corner of Section 13
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

3. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

4. The instream use is as follows:
Deschutes River tributary to the Columbia River

Instream Reach #1: From POD #1 to POD #11 (both as described in Finding of Fact #3)

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.121 Season 2: 0.162 Season 3: 0.300	96.26	April 1 – Oct. 26

Instream Reach #2: From POD #11 to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.505 Season 2: 0.673 Season 3: 1.247	400.28	April 1 – Oct. 26

5. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under Certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

The total volume protected instream shall not exceed 400.28 AF.

6. There is a supplemental water right, Certificate 76714, appurtenant to all or a portion of the lands described in Finding of Fact # 2. The Lessor and Lessee have requested that this water right not be included as part of this lease application. During the term of the lease, water use under this right will also be suspended.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new

injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

9. The lease application identifies the term of the lease as extending through 2011. However, the Lessee and Lessor have clarified that the term of this lease should only extend through 2007. Therefore, this lease will terminate on October 31, 2007.

Preliminary Award of Deschutes Basin Mitigation Credits

10. The Lessee, a mitigation bank chartered by the Water Resources Commission, has requested that the portion of the right to be protected instream be used to generate mitigation credits.

11. The Department assigned this mitigation credit project number MP-98.

12. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6). The Department also provided notice of the mitigation credit project to the Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, Oregon Parks and Recreation Department, Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2). Comments were received from Oregon Parks and Recreation Department. These comments identified that the proposed lease will contribute to flows necessary for recreation and aesthetic and scenic attraction.

13. No modifications were made to the lease based on the comments received.

14. The Department finds that **132.2** mitigation credits may be awarded to this mitigation credit project and assigned to the DWE Mitigation Bank. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the **General and Middle Deschutes Zones of Impact.**

15. The mitigation credits expire on December 31, 2007.

16. The use and maintenance of the mitigation credits is subject to the terms and conditions of the DWE Mitigation Bank Charter.

17. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of the Final Order approving the proposed instream lease shall result in completion of the project and verification that the project is complete.

No precedent is set by this Final Order as to the amount of mitigation credits that may be generated by a subsequent mitigation credit project.

T 10544 MP 113

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease conforms to the applicable provisions of OAR 690-077-0015.

This mitigation project results in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

ORDER

Therefore, it is ORDERED:

1. That the Lease as described herein is APPROVED.

2. The former place of use will no longer receive water as part of these rights, any supplemental rights or any other layered water rights for irrigation use, including ground water registrations, during the term of the lease.

3. The lease will terminate on October 31, 2007.

4. **Final Award of Deschutes Basin Mitigation Credits:** Issuance of this Final Order results in completion of the project and verification by the Department that the project is complete. The Department concludes that the mitigation credit project is awarded mitigation credits, as described above, pursuant to OAR 690-521-0400 and ORS 537.746. Mitigation Credits, in the amount of **132.2** credits, as described herein, are awarded to this mitigation project and assigned to the DWE Mitigation Bank. Mitigation Credits may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the **General and Middle Deschutes Zones of Impact.**

5. Mitigation credits are valid until used (or until they expire or are terminated) to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

6. The mitigation credits shall expire on December 31, 2007.

7. The use and maintenance of the mitigation credits shall be subject to the terms and conditions of the DWE Mitigation Bank Charter.

Dated at Salem, Oregon this 19th day of April 2007.

Phillip C. Ward, Director

T 10544 MP 113

Mailing date: APR 24 2007

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2006-39712

$31.00

00469757200600397120010011 06/08/2006 03:35:44 PM

M-DR Cnt=1 Stn=3 PAM
$5.00 $11.00 $10.00 $5.00

FIRST AMERICAN

DEED OF RECONVEYANCE
TD 17868

FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON, an assumed business name of Title Insurance Company of Oregon, hereinafter Trustee, under that certain trust deed dated December 2, 1993 executed and delivered by

Hayden H. Watson

as grantor, and

Bank of the Cascades

as Beneficiary, and

Recorded on December 6, 1993 in Book 321 at Page 1590 in the OFFICIAL Records of Deschutes County, Oregon, conveying real property situated in said county described as follows:

as shown on original trust deed

Having received from the beneficiary under said Trust Deed a written request to reconvey, reciting that the obligation secured by said Trust Deed has been fully paid and performed, hereby does grant, bargain, sell and convey, but without any covenant or warranty, express or implied, to the person or persons legally entitled thereto, all of the estate held by the undersigned in and to said described premises by virtue of said trust deed.

Dated: 6/7/2006

TITLE INSURANCE COMPANY OF OREGON
DBA First American Title Insurance Company of Oregon

by: Mark Green
Vice President

STATE OF OREGON
County of Deschutes) ss.

The foregoing instrument was acknowledged before me this 7th day of June, 2006, by Mark Green as Vice President of TITLE INSURANCE COMPANY OF OREGON, a corporation, on behalf of the corporation.

Notary public for Oregon
Debora E Tirrill
My commission expires: July 1, 2007
Commission No. 370162

OFFICIAL SEAL
DEBORA E TIRRILL
NOTARY PUBLIC - OREGON
COMMISSION NO. 370162
MY COMMISSION EXPIRES JULY 1, 2007

After recording return to:

Hayden Watson
2464 SW Glacier Place 110
Redmond, OR 97756

FIRST AMERICAN TITLE INS. CO.
395 SW Bluff #100
Bend, OR 97702

COPY

CENTRAL OREGON IRRIGATION DISTRICT

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2006-35861

$41.00

00485635200600358610030030

05/24/2006 01:38:49 PM

D-D Cnt=1 Stn=26 SHIRLEY
$15.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

QUITCLAIM DEED

3

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Lorraine Hendricks, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 4.0 acres of COID water rights that are appurtenant to the lands listed in Exhibit A, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-18 SW SE 2802 (3.74 acres irrigation) & 2809 (0.26 acres irrigation), and more particularly described as in Exhibit A, attached, and incorporated by this reference.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 4.0 acres of water rights incurred.

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

Consideration for this Quitclaim: $4,800.00

15-13-18
SWSE
T.L. 2802
& 2809

Grantor:

Lorraine Hendricks Date 5/12/06

Lorraine Hendricks

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 12, 2006 by Lorraine Hendricks

Leslie Clark
Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Grantee:

Steven C. Johnson, Secretary-Manager Central Oregon Irrigation District Date 15 May, 2006

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 15, 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

© Central Oregon Irrigation District 2006

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

EXHIBIT "A"
LEGAL DESCRIPTION

In Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon; Section Eighteen (18): A portion of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4), more particularly described as follows:

Commencing at an iron pipe which is 417.00 feet South of the Northwest corner of the Southwest Quarter of the southeast Quarter (SW1/4SE1/4), the true point of beginning; thence continuing South along the center line of said Section a distance of 209.00 feet; thence East a distance of 418.00 feet; thence Southerly along a line parallel to the center line of said Section a distance of 208.00 feet; thence East a distance of 238.00 feet more or less to the center line of said Southwest Quarter of the Southeast Quarter (SW1/4SE1/4); thence North a distance of 417.00 feet along said center line, thence West 656.00 feet more or less to the true point of beginning; EXCEPT any portion lying within the right of way of Whitted Market Road.

TL 2802 & 2809

Need to know where this is.

Data confirmed by John Anderson w/ Road Dept. that Whitted = Helmholtz

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

AmeriTitle
Part Of The FIDELITY NATIONAL Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

February 22, 2006
Title Number : 087451
Title Officer : STACY REX
Fee : $150.00

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

See Attached Exhibit "A"

and dated as of February 15, 2006 at 7:30 a.m.

We find that the last deed of record runs to:

LORRAINE HENDRICKS

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.

Image not available from Co. No reconveyance recorded

Amount:	$23,250.00
Dated:	March 12, 1999
Recorded:	March 19, 1999
Volume-Page:	1999-13660, Deschutes County Records
Grantor:	Lorraine Hendricks
Trustee:	Key Title Company
Beneficiary:	Columbia River Bank Mortgage Group

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

No Help

Dated:	June 10, 2005
Recorded:	June 30, 2005
Volume-Page:	2005-41476, Deschutes County Records
Assigned to:	Freedom Mortgage Corporation

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

NONE

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

2005 100 BEST COMPANIES TO WORK FOR

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-004 Map and Tax Lot Number 15 13 18 00 02802
Account No. [redacted]

NOTE: The 2005-2006 Taxes: $1,595.81, Paid in full.

Taxes assessed under Code No. 2-004 Map and Tax Lot Number 15 13 18 00 02809
Account No. [redacted]

1. The 2005-2006 Taxes: $1.51, plus interest, UNPAID.

According to the Deschutes County Assessor's Roll, the subject property does not lie within any city limit.

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

AmeriTitle

By: Stacy Rex
Stacy Rex, Title Examiner
SR:kw

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXHIBIT "A"
LEGAL DESCRIPTION

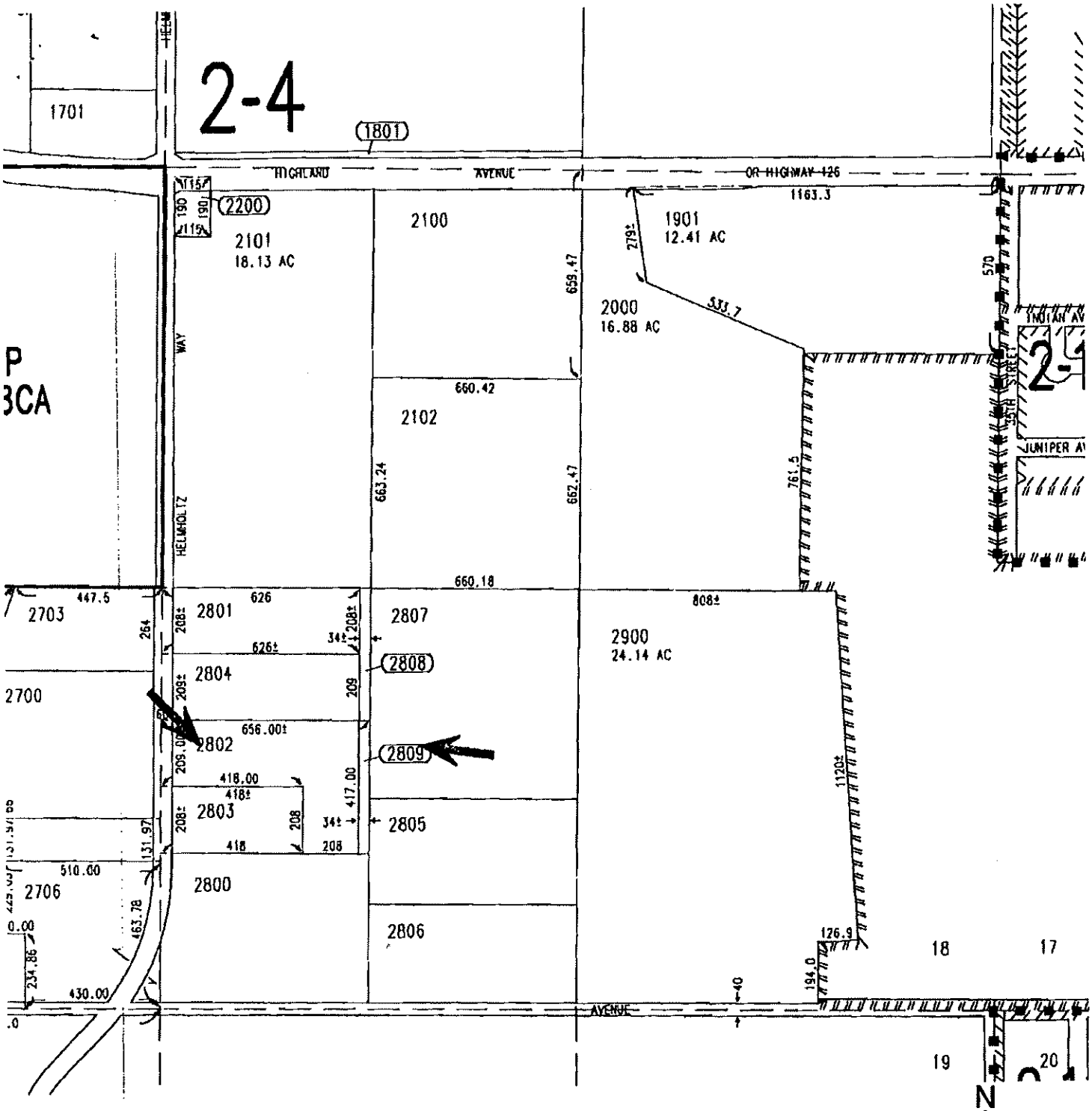
In Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon; Section Eighteen (18): A portion of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4), more particularly described as follows:

Commencing at an iron pipe which is 417.00 feet South of the Northwest corner of the Southwest Quarter of the southeast Quarter (SW1/4SE1/4), the true point of beginning; thence continuing South along the center line of said Section a distance of 209.00 feet; thence East a distance of 418.00 feet; thence Southerly along a line parallel to the center line of said Section a distance of 208.00 feet; thence East a distance of 238.00 feet more or less to the center line of said Southwest Quarter of the Southeast Quarter (SW1/4SE1/4); thence North a distance of 417.00 feet along said center line, thence West 656.00 feet more or less to the true point of beginning; EXCEPT any portion lying within the right of way of Whitted Market Road.

Same as QC

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113



COMPLIMENTS OF
AmeriTitle

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

12545 40 93-03225 402 - 1958

AFTER RECORDING RETURN TO: Kenco Data Services, PO Box 6898, Bend, OR 97708.

SPECIAL WARRANTY DEED

Until a change is requested all tax statements shall be sent to the following address: JORGINA L. THRESHER, 1312 SW Helmholtz, Redmond, OR 97756

****

CHARLES P. CRUMMY and VIOLA CRUMMY husband & wife, Grantor, conveys and specially warrants to JORGINA L. THRESHER, Grantee, the following described real property free of encumbrances created or suffered by the Grantor, as described in Exhibit "1" attached.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY 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 USES.

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

The Grantor warrants and will defend the title to the property against all persons who may lawfully claim the same by, through or under the Grantor. The true consideration for this conveyance is $80,800.00

CHARLES P. CRUMMY — VIOLA CRUMMY

STATE OF CALIFORNIA)
) ss.
County of ORANGE)

The foregoing instrument was acknowledged before me by CHARLES P. CRUMMY, this 4 day of May, 1993

& Viola Crummy

Linda Lee Tibbit
Comm #980827
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY

Notary Public for CA.
My Commission Expires:
Jan 3, 1997

STATE OF CALIFORNIA)
) ss.
County of)

The foregoing instrument was acknowledged before me by VIOLA CRUMMY this day of _____, 1993

Notary Public for CA.
My Commission Expires:

HENDRIX & CHAPPELL ATTORNEYS AT LAW
716 NW Harriman/Bend, Oregon 97701/503 389-4980

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

10544 MP 113

402 - 1959

EXHIBIT "1"

IN TOWNSHIP FIFTEEN (15) SOUTH, RANGE THIRTEEN (13) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon: Section Eighteen (18): A portion of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4), more particularly described as follows: Commencing at an iron pipe which is 417.0 feet South of the Northwest corner of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4), the TRUE POINT OF BEGINNING; thence continuing South along the center line of said Section a distance of 209 feet; thence East a distance of 418 feet; thence Southerly along a line parallel to the center line of said Section a distance of 208 feet; thence East a distance of 238 feet more or less to the center line of the said Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4); thence North a distance of 417 feet along said center line; thence West 656 feet more or less to the TRUE POINT OF BEGINNING. EXCEPT any portion lying within the right of way of Whitted Market Road.

Same as DC

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

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

96 MAR 12 PM 3:55

COUNTY CLERK

RECEIVED

FEB 22 2008

WATER RESOURCES DEPT
SALEM, OREGON

BY [illegible] DEPUTY

NO 96-09225 FEE [illegible]

DESCHUTES COUNTY OFFICIAL RECORDS

1 10544 MP 113

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

Thank You

April 18, 2007

Gen Hubert
Deschutes Water Exchange Mitigation Bank
P.O. Box 1560
Bend, OR 97701

Dear Gen:

Thank you for participating in the Short-Term Instream Leasing Program and Deschutes Mitigation Credit Program. I want to express appreciation for your participation in these programs and cooperation in helping to improve streamflows for fish and aquatic life and to provide mitigation water to ground water users in the Deschutes Ground Water Study Area.

This instream lease has been approved and has been awarded mitigation credits

Enclosed is a copy of the final order approving the instream lease and mitigation credit project. If you have any questions, please call me at (503) 986-0884.

Sincerely,

Laura Snedaker
Field Services Division

c: Jeremy Giffin, Watermaster District 11
Laura Wolam, Central Oregon Irrigation District
file IL-807 / MP-98 COID-07-03

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

COPY

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Lease of Existing Water Rights for Instream Use and Preliminary and Final Award of Mitigation Credits, Certificates 76358, Crook and Deschutes Counties	)))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE & MITIGATION CREDIT PROJECT

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating instream lease applications.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Lessor
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes Water Exchange (DWE)
Mitigation Bank
P.O. Box 1560
Bend, Oregon 97709
gen@deschutesriver.org

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Findings of Fact

1. On March 19, 2007, COID and the DWE Mitigation Bank filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number IL-807.

2. The rights to be leased are as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 17.66 acres from Point of Diversion (POD) #1 and 55.78 acres from POD #11
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

POD #1

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.221 CFS	0.294 CFS	0.388 CFS	
December 2, 1907			0.157 CFS	
Totals	0.221 CFS	0.294 CFS	0.545 CFS	175.01 AF

POD #2

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.697 CFS	0.930 CFS	1.227 CFS	
December 2, 1907			0.495 CFS	
Totals	0.697 CFS	0.930 CFS	1.722 CFS	552.78 AF

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.

Source: Deschutes River, tributary to the Columbia River

Authorized Place of Use:

Twp	Rng	Mer	Sec	Q-Q	POD	Tax Lot	Acres
14 S	13 E	WM	16	SW SE	11	2400	0.3
15 S	13 E	WM	4	NE NE	11	600	5.0
15 S	13 E	WM	4	SE SE	11	800	0.65
15 S	13 E	WM	4	SE SE	11	900	0.6
15 S	13 E	WM	4	SW SW	11	704	6.31
15 S	13 E	WM	8	SE SW	11	100	7.6
15 S	13 E	WM	8	SE SW	11	200	9.5
15 S	13 E	WM	8	SW SW	11	802	0.9
15 S	13 E	WM	8	SW SW	11	600	1.0
15 S	13 E	WM	8	SW SW	11	601	0.6
15 S	13 E	WM	8	SW SW	11	602	0.5
15 S	13 E	WM	8	SW SW	11	801	0.77
15 S	13 E	WM	8	SW SW	11	803	1.0
15 S	13 E	WM	8	SW SW	11	700	4.0
15 S	13 E	WM	8	SW SW	11	900	4.0
15 S	13 E	WM	9	SW NW	11	501	0.8
15 S	13 E	WM	18	SW SE	11	2802	3.74
15 S	13 E	WM	18	SW SE	11	2809	0.26
15 S	13 E	WM	20	NW NW	11	201	4.4
15 S	13 E	WM	21	SW NW	11	2800	0.35
15 S	13 E	WM	21	SW NW	11	200	0.25
15 S	13 E	WM	21	SW NW	11	300	0.25
15 S	13 E	WM	30	NW NW	11	902	3.0
17 S	12 E	WM	23	NE NE	1	106	6.8
17 S	12 E	WM	23	NW SW	1	1001	0.7
17 S	12 E	WM	26	NE SW	1	705	4.7
17 S	12 E	WM	28	NE SW	1	200	1.86
17 S	13 E	WM	31	NE SE	1	1100	3.0
17 S	14 E	WM	22	NE SE	1	801	0.2
18 S	13 E	WM	12	SE NW	1	501	0.4

T 10544

MP 113

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
18 S	11 E	WM	13	SW NE	Central Oregon Canal POD #1 – 1520 feet South & 1535 feet West from the NE corner of Section 13
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

3. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

4. The instream use is as follows:
Deschutes River tributary to the Columbia River

Instream Reach #1: From POD #1 to POD #11 (both as described in Finding of Fact #3)

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.121 Season 2: 0.162 Season 3: 0.300	96.26	April 1 – Oct. 26

Instream Reach #2: From POD #11 to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.505 Season 2: 0.673 Season 3: 1.247	400.28	April 1 – Oct. 26

5. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under Certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

The total volume protected instream shall not exceed 400.28 AF.

6. There is a supplemental water right, Certificate 76714, appurtenant to all or a portion of the lands described in Finding of Fact # 2. The Lessor and Lessee have requested that this water right not be included as part of this lease application. During the term of the lease, water use under this right will also be suspended.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new

T 10544 MP 113

injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

9. The lease application identifies the term of the lease as extending through 2011. However, the Lessee and Lessor have clarified that the term of this lease should only extend through 2007. Therefore, this lease will terminate on October 31, 2007.

Preliminary Award of Deschutes Basin Mitigation Credits

10. The Lessee, a mitigation bank chartered by the Water Resources Commission, has requested that the portion of the right to be protected instream be used to generate mitigation credits.

11. The Department assigned this mitigation credit project number MP-98.

12. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6). The Department also provided notice of the mitigation credit project to the Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, Oregon Parks and Recreation Department, Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2). Comments were received from Oregon Parks and Recreation Department. These comments identified that the proposed lease will contribute to flows necessary for recreation and aesthetic and scenic attraction.

13. No modifications were made to the lease based on the comments received.

14. The Department finds that 132.2 mitigation credits may be awarded to this mitigation credit project and assigned to the DWE Mitigation Bank. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the **General and Middle Deschutes Zones of Impact.**

15. The mitigation credits expire on December 31, 2007.

16. The use and maintenance of the mitigation credits is subject to the terms and conditions of the DWE Mitigation Bank Charter.

17. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of the Final Order approving the proposed instream lease shall result in completion of the project and verification that the project is complete.

No precedent is set by this Final Order as to the amount of mitigation credits that may be generated by a subsequent mitigation credit project.

MP 113

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease conforms to the applicable provisions of OAR 690-077-0015.

This mitigation project results in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

ORDER

Therefore, it is ORDERED:

1. That the Lease as described herein is APPROVED.

2. The former place of use will no longer receive water as part of these rights, any supplemental rights or any other layered water rights for irrigation use, including ground water registrations, during the term of the lease.

3. The lease will terminate on October 31, 2007.

4. **Final Award of Deschutes Basin Mitigation Credits:** Issuance of this Final Order results in completion of the project and verification by the Department that the project is complete. The Department concludes that the mitigation credit project is awarded mitigation credits, as described above, pursuant to OAR 690-521-0400 and ORS 537.746. Mitigation Credits, in the amount of **132.2** credits, as described herein, are awarded to this mitigation project and assigned to the DWE Mitigation Bank. Mitigation Credits may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the **General and Middle Deschutes Zones of Impact.**

5. Mitigation credits are valid until used (or until they expire or are terminated) to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

6. The mitigation credits shall expire on December 31, 2007.

7. The use and maintenance of the mitigation credits shall be subject to the terms and conditions of the DWE Mitigation Bank Charter.

Dated at Salem, Oregon this 19th day of April 2007.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

for Phillip C. Ward, Director

Mailing date: APR 24 2007 T 10544 MP 113

COPY

Original

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)	
#1	15	S	13	E	WM	05	NW SW	901	30.20	
#2	15	S	13	E	WM	30	NW SE	600	7.55	
#3	15	S	13	E	WM	17	NW NW	1302	6.70	
#3	15	S	13	E	WM	17	NW NW	1304	2.0	
#3	15	S	13	E	WM	17	NW NW	1306	1.0	
#3	15	S	13	E	WM	17	NW NW	1307	4.0	
#3	15	S	13	E	WM	17	NW NW	1308	1.0	
#4	15	S	13	E	WM	08	SE SW	100	7.12	Not same as Ex A
#4	15	S	13	E	WM	08	SE SW	200	9.50	
#5	15	S	13	E	WM	20	NW NW	201	4.40	
#6	15	S	13	E	WM	10	SW NW	500	5.40	

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP113

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	14	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802 2805	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

4 on Ex A – 5 is correct

#1 Pasture grass
#2 Pasture grass
#3 Pasture grass
#4 Pasture grass
#5 Pasture grass & yard
#6 Pasture grass
#7 Pasture grass
#8 Pasture grass & yard
#9 Pasture grass & yard
#10 Pasture grass & yard
#11 Pasture grass
#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

I 10544 WP113

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Leslie Clark
Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

CENTRAL OREGON IRRIGATION DISTRICT

COPY

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2006-15112

$41.00

00443632200600151120030032 03/06/2006 01:32:24 PM

D-D Cnt=1 Stn=26 SHIRLEY
$15.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Alterra Investments LLC, an Oregon Limited Liability Company, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 3.00 acres of COID water rights that are appurtenant to the lands listed in Exhibit A, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-08 SE SW 1100, and more particularly described as in Exhibit A, attached, and incorporated by this reference.

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

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district asses the described 3.00 acres of water rights incurred.

This agreement is binding upon the heirs, executors, administrators, successors, and permitted assi agreement.

15-13-08
SE SW
T.L. 1100

Consideration for this Quitclaim: $3,600.00

Grantor:

Jason S. Adams for Alterra Investments LLC Date 2/28/06

RECEIVED
FEB 22 2006
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on 2/28/06 by Jason S. Adams as member for Alterra Investments LLC

OFFICIAL SEAL
LINDSAY N THOMPSON
NOTARY PUBLIC-OREGON
COMMISSION NO. 393201
MY COMMISSION EXPIRES MAY 25, 2009

Lindsay Thompson
Notary Public

T 10544 MP 113

Grantee:

Date 3 March. 2006

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on March 3, 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

© Central Oregon Irrigation District 2006

T 10544 MP 113

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of Parcels One (1), Two (2) and Three (3) of Partition Plat No. 1992-37, filed August 4, 1992, a portion of the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section Eight (8), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a brass cap monumenting the South Quarter corner of Section 8, the initial point; thence South 89°58'26" West along the South line of the SE1/4SW1/4 of said Section, 49.68 feet to the boundary of Deschutes County Partition Plat No. 1992-37; thence North 02°22'34" West along said boundary, 30.03 feet to the North line of the South 30 feet of said SE1/4SW1/4 and to the North right of way of West Antler Avenue; thence South 89°58'26" West along said North lines, 363.18 feet to a ½ inch pipe and to the true point of beginning; thence North 00°22'52" East parallel with the West boundary of said Partition Plat, 214.12 feet to a ½ inch pipe; thence North 89°58'26" East, 352.87 feet to a ½ inch pipe on the East boundary of said Partition Plat; thence North 02°22'34" West along said boundary, 110.87 feet; thence North 17°04'27" West along said boundary, 329.75 feet; thence South 89°53'46" West along said boundary, 298.62 feet to a ½ inch pipe; thence South 00°22'52" West parallel with said West boundary, 639.76 feet to a ½ inch pipe on said North right of way; thence North 89°58'26" East along said North right of way, 50.00 feet to the true point of beginning.

EXCEPTING THEREFROM a parcel of land situate in a portion of the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section Eight (8), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at the South Quarter corner of Section 8, the initial point; thence South 89°58'26" West along the South line of the SE1/4SW1/4 of said Section, 49.68 feet to the boundary of Deschutes County Partition Plat No. 1992-37; thence North 02°22'34" West along said boundary, 355.18 feet to a ½ inch rebar; thence North 17°04'27" West along said boundary, 193.19 feet to the true point of beginning; thence West, 204.38 feet; thence North 07°52'00" East, 131.51 feet to said boundary; thence North 89°53'46" East along said boundary, 146.29 feet; thence South 17°04'27" East along said boundary, 136.56 feet to the true point of beginning.

TL 1100

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

1 10544

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

February 6, 2006
Title Number : 086914
Title Officer : STACY REX
Fee : $150.00

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

See Attached Exhibit "A"

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

We find that the last deed of record runs to:

ALTERRA INVESTMENTS LLC, an Oregon Limited Liability Company

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $661,000.00
   Dated: December 23, 2005
   Recorded: December 29, 2005
   Volume-Page: 2005-89611, Deschutes County Records
   Grantor: Alterra Investments LLC, an Oregon Limited Liability Company
   Trustee: Western Title and Escrow Company
   Beneficiary: Columbia River Bank
   (Said Deed of Trust is a Line of Credit Deed of Trust)

Need copy

OK, included with file
Satisfied by reconveyance 2007-18344

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 08CD 01100
Account No. [redacted]

NOTE: The 2005-2006 Taxes: $1,546.57, Paid in full.

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

1 10544 MP 113

2008 100 BEST COMPANIES TO WORK FOR

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

AmeriTitle

By: Stacy Rex
Stacy Rex, Title Officer
SR:kg

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

I 10544

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of Parcels One (1), Two (2) and Three (3) of Partition Plat No. 1992-37, filed August 4, 1992, a portion of the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section Eight (8), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a brass cap monumenting the South Quarter corner of Section 8, the initial point; thence South 89°58'26" West along the South line of the SE1/4SW1/4 of said Section, 49.68 feet to the boundary of Deschutes County Partition Plat No. 1992-37; thence North 02°22'34" West along said boundary, 30.03 feet to the North line of the South 30 feet of said SE1/4SW1/4 and to the North right of way of West Antler Avenue; thence South 89°58'26" West along said North lines, 363.18 feet to a ½ inch pipe and to the true point of beginning; thence North 00°22'52" East parallel with the West boundary of said Partition Plat, 214.12 feet to a ½ inch pipe; thence North 89°58'26" East, 352.87 feet to a ½ inch pipe on the East boundary of said Partition Plat; thence North 02°22'34" West along said boundary, 110.87 feet; thence North 17°04'27" West along said boundary, 329.75 feet; thence South 89°53'46" West along said boundary, 298.62 feet to a ½ inch pipe; thence South 00°22'52" West parallel with said West boundary, 639.76 feet to a ½ inch pipe on said North right of way; thence North 89°58'26" East along said North right of way, 50.00 feet to the true point of beginning.

Same as QC

EXCEPTING THEREFROM a parcel of land situate in a portion of the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section Eight (8), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at the South Quarter corner of Section 8, the initial point; thence South 89°58'26" West along the South line of the SE1/4SW1/4 of said Section, 49.68 feet to the boundary of Deschutes County Partition Plat No. 1992-37; thence North 02°22'34" West along said boundary, 355.18 feet to a ½ inch rebar; thence North 17°04'27" West along said boundary, 193.19 feet to the true point of beginning; thence West, 204.38 feet; thence North 07°52'00" East, 131.51 feet to said boundary; thence North 89°53'46" East along said boundary, 146.29 feet; thence South 17°04'27" East along said boundary, 136.56 feet to the true point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

36

WARRANTY DEED -- STATUTORY FORM

2

DELORES DINKEL, Grantor, conveys and warrants to ALTERRA INVESTMENTS LLC, AN OREGON LIMITED LIABILITY COMPANY, the following described real property, free of encumbrances except as specifically set forth herein, to wit:

PER ATTACHED EXHIBIT "A"

Tax Account No(s): [redacted]
Map/Tax Lot No(s): 151308 CD 01100

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

The true consideration for this conveyance is $ 290,000.00.

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

Dated this 28 day of December, 2005.

DELORES DINKEL

STATE OF OREGON, COUNTY OF DESCHUTES) ss.

This instrument was acknowledged before me on December 28, 2005 by DELORES DINKEL.

(Notary Public for Oregon)
My commission expires

OFFICIAL SEAL
P YANCEY
NOTARY PUBLIC - OREGON
COMMISSION NO. 363751
MY COMMISSION EXPIRES FEB. 9, 2007

After recording return to:
ALTERRA INVESTMENTS LLC,
AN OREGON LIMITED LIABILITY COMPANY
PO BOX 1385
BEND, OR 97709

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

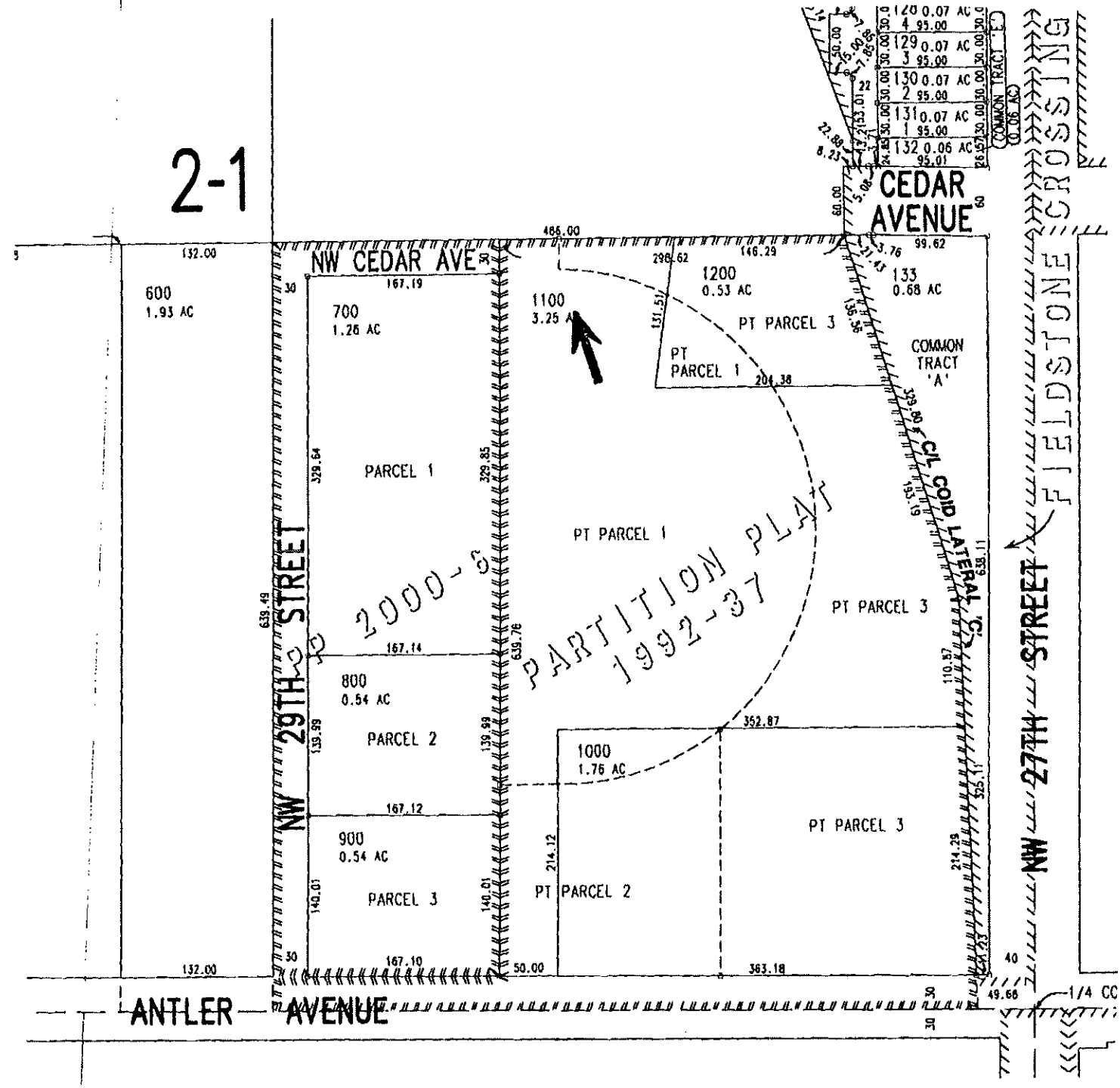
TITLE NO. 12-0027405
ESCROW NO. 12-0027405

RECORDED BY
WESTERN TITLE & ESCROW CO.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2005-69610
$38.00
12/29/2005 02:11:09 PM
D-D Cnt=1 Stn=26 SHIRLEY
$10.00 $11.00 $10.00 $5.00

1 10544 MP 113



COMPLIMENTS OF
AmeriTitle

This sketch is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and [illegible]

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

EXHIBIT "A"

A portion of Parcels 1, 2 and 3 of Partition Plat No. 1992-37, filed August 4, 1992, a portion of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 8, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows: Commencing at a brass cap monumenting the South Quarter corner of Section 8, the initial point; thence South 89°58'26" West along the South line of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of said Section, 49.68 feet to the boundary of Deschutes County Partition Plat No. 1992-37; thence North 02°22'34" West along said boundary, 30.03 feet to the North line of the South 30 feet of said Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) and to the North right-of-way of West Antler Avenue; thence South 89°58'26" West along said North lines, 363.18 feet to a 1/2 inch pipe and to the TRUE POINT OF BEGINNING; thence North 00°22'52" East parallel with the West boundary of said Partition Plat, 214.12 feet to a 1/2 inch pipe; thence North 89°58'26" East, 352.87 feet to a 1/2 inch pipe on the East boundary of said Partition Plat; thence North 02°22'34" West along said boundary, 110.87 feet; thence North 17°04'27" West along said boundary, 329.75 feet; thence South 89°53'46" West along said boundary, 298.62 feet to a 1/2 inch pipe; thence South 00°22'52" West parallel with said West boundary, 639.76 feet to a 1/2 inch pipe on said North right-of-way; thence North 89°58'26" East along said North right-of-way, 50.00 feet to the TRUE POINT OF BEGINNING. EXCEPTING THEREFROM a parcel of land situate in a portion of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 8, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows: Commencing at the South Quarter corner of Section 8, the initial point; thence South 89°58'26" West along the South line of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of said Section, 49.68 feet to the boundary of Deschutes County Partition Plat No. 1992-37; thence North 02°22'34" West along said boundary, 355.18 feet to a 1/2 inch rebar; thence North 17°04'27" West along said boundary, 193.19 feet to the TRUE POINT OF BEGINNING; thence West, 204.38 feet; thence North 07°52'00" East, 131.51 feet to said boundary; thence North 89°53'46" East along said boundary, 146.29 feet; thence South 17°04'27" East along said boundary, 136.56 feet to the TRUE POINT OF BEGINNING.

Same as QL

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

66

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2005-89611
$56.00
12/29/2005 02:11:09 PM
M-DT Cnt=1 Stn=28 SHIRLEY
$40.00 $11.00 $10.00 $5.00

RECORDATION REQUESTED BY:
Columbia River Bank
Shevlin Center
925 SW Emkay Dr., Suite 100
Bend, OR 97702

WHEN RECORDED MAIL TO:
Columbia River Bank
Bend - Shevlin Center
925 SW Emkay Dr., Suite 100
Bend, OR 97702

SEND TAX NOTICES TO:
ALTERRA INVESTMENTS LLC
824 NW FEDERAL
BEND, OR 97701

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

RECORDED BY
WESTERN TITLE & ESCROW CO
12-0027405

0340

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

LINE OF CREDIT INSTRUMENT

LINE OF CREDIT DEED OF TRUST. (A) This Deed of Trust is a LINE OF CREDIT INSTRUMENT. (B) The maximum principal amount to be advanced pursuant to the Note is $661,000. (C) The term of the Note commences on the date of this Deed of Trust and ends on November 23, 2006.

THIS DEED OF TRUST is dated December 23, 2005, among **ALTERRA INVESTMENTS LLC**, an Oregon Limited Liability Company ("Grantor"); **Columbia River Bank**, whose address is Shevlin Center, 925 SW Emkay Dr., Suite 100, Bend, OR 97702 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and **WESTERN TITLE & ESCROW**, whose address is 1345 NW WALL ST, BEND, OR 97701 (referred to below as "Trustee").

Water Right to convey to Trustee

Conveyance and Grant. For valuable consideration, represented in the Note dated December 23, 2005, in the original principal amount of $661,000.00, from Grantor to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in DESCHUTES County, State of Oregon:

See EXHIBIT A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as PORTION PARCELS 1, 2 & 3; PPN 1992-37, REDMOND, OR 97756. The Real Property tax identification number is TAX LOT # 15-13-08-CD-01100 ACC. NO. 201625, CODE 2-001.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

Payment and Performance. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

Possession and Maintenance of the Property. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property; (b) use, operate or manage the Property; and (c) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Due on Sale - Consent By Lender. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of

Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

Taxes and Liens. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

Property Damage Insurance. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

Tax and Insurance Reserves. Subject to any limitations set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by advance payment or monthly payments of a sum estimated by Lender to be sufficient to produce, amounts at least equal to the taxes, assessments, and insurance premiums to be paid. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Deed of Trust shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Grantor shall pay such shortage or deficiency as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Grantor, and Lender is not Grantor's agent for payment of the taxes and assessments required to be paid by Grantor.

Lender's Expenditures. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (1) be payable on demand; (2) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (a) the term of any applicable insurance policy; or (b) the remaining term of the Note; or (3) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

Warranty; Defense of Title. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Condemnation. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

Imposition of Taxes, Fees and Charges By Governmental Authorities. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

Security Agreement; Financing Statements. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

Further Assurances; Attorney-in-Fact. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

Full Performance. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

Events of Default. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished

or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (a) cures the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Rights and Remedies on Default. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

Powers and Obligations of Trustee. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of DESCHUTES County, State of Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Notices. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Miscellaneous Provisions. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Deed of Trust or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; foreclosing by notice and sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Deed of Trust shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Oregon.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all Indebtedness secured by this Deed of Trust.

Commercial Deed of Trust. Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not change the use of the Property without Lender's prior written consent.

Definitions. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Columbia River Bank, and its successors and assigns.

Borrower. The word "Borrower" means ALTERRA INVESTMENTS LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Line of Credit Instrument among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means ALTERRA INVESTMENTS LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Columbia River Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated December 23, 2005, in the original principal amount of $661,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is November 23, 2008.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means WESTERN TITLE & ESCROW, whose address is 1345 NW WALL ST, BEND, OR 97701 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

ALTERRA INVESTMENTS LLC

By: _____
JASON S. ADAMS, Manager of ALTERRA INVESTMENTS LLC

LENDER:

COLUMBIA RIVER BANK

X _____
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Lincoln)

OFFICIAL SEAL
CASEY GRIFFITH
NOTARY PUBLIC-OREGON
COMMISSION NO. 396678
MY COMMISSION EXPIRES OCTOBER 8, 2009

On this 27th day of DECEMBER, 20 05, before me, the undersigned Notary Public, personally appeared JASON S. ADAMS, Manager of ALTERRA INVESTMENTS LLC, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By Casey Griffith Residing at Newport OR.

Notary Public in and for the State of Oregon My commission expires 10/8/09

RECEIVED

FEB 22 2008

WATER RESOURCES DEPT
SALEM, OREGON

OFFICIAL SEAL
CASEY GRIFFITH
NOTARY PUBLIC-OREGON
COMMISSION NO. 396678
MY COMMISSION EXPIRES OCTOBER 8, 2009

1 10544 MP 113

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____ _____, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By_____ Residing at_____

Notary Public in and for the State of_____ My commission expires_____

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

_____.

Date: _____ Beneficiary: _____

By: _____

Its: _____

LASER PRO Lending, Ver. 5.30.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. - OR INCORPORATION PC 99-15119 PR-20

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXHIBIT "A"

A portion of Parcels 1, 2 and 3 of Partition Plat No. 1992-37, filed August 4, 1992, a portion of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of Section 8, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a brass cap monumenting the South Quarter corner of Section 8, the initial point; thence South 89°58'26" West along the South line of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section, 49.68 feet to the boundary of Deschutes County Partition Plat No. 1992-37; thence North 02°22'34" West along said boundary, 30.03 feet to the North line of the South 30 feet of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) and to the North right-of-way of West Antler Avenue; thence South 89°58'26" West along said North lines, 363.18 feet to a ½ inch pipe and to the TRUE POINT OF BEGINNING; thence North 00°22'52" East parallel with the West boundary of said Partition Plat, 214.12 feet to a ½ inch pipe; thence North 89°58'26" East, 352.87 feet to a ½ inch pipe on the East boundary of said Partition Plat; thence North 02°22'34" West along said boundary, 110.87 feet; thence North 17°04'27" West along said boundary, 329.75 feet; thence South 89°53'46" West along said boundary, 298.62 feet to a ½ inch pipe; thence South 00°22'52" West parallel with said West boundary, 639.76 feet to a ½ inch pipe on said North right-of-way; thence North 89°58'26" East along said North right-of-way, 50.00 feet to the TRUE POINT OF BEGINNING.

Same as Qc

EXCEPTING THEREFROM a parcel of land situate in a portion of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of Section 8, Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at the South Quarter corner of Section 8, the initial point; thence South 89°58'26" West along the South line of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section, 49.68 feet to the boundary of Deschutes County Partition Plat No. 1992-37; thence North 02°22'34" West along said boundary, 355.18 feet to a ½ inch rebar; thence North 17°04'27" West along said boundary, 193.19 feet to the TRUE POINT OF BEGINNING; thence West, 204.38 feet; thence North 07°52'00" East, 131.51 feet to said boundary; thence North 89°53'46" East along said boundary, 146.29 feet; thence South 17°04'27" East along said boundary, 136.56 feet to the TRUE POINT OF BEGINNING.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

OPERATING AGREEMENT
ALTERRA INVESTMENTS, L.L.C.,
An Oregon Limited Liability Company

THIS OPERATING AGREEMENT (this "Agreement") is made and entered into effective October 19, 2004, by and between **Alterra Investments, L.L.C.**, an Oregon limited liability company (the "Company"), and **Jason S. Adams** (the "Member").

SECTION 1. THE LIMITED LIABILITY COMPANY

1.1 Formation. Effective October 19, 2004, the Member shall cause the organization of an Oregon limited liability company under the name **Alterra Investments, L.L.C.** by filing Articles of Organization with the Oregon Secretary of State. Simultaneously with the formation of the Company, the Company and the Member enter into an operating agreement for the Company as set fort in this agreement. The rights and obligations of the Member are as provided in the Oregon Limited Liability Company Act (the "Act"), except as otherwise expressly provided in this Agreement.

1.2 Name. The business of the Company will be conducted under the name **Alterra Investments, L.L.C.**

1.3 Purpose. The Company may conduct or promote any lawful business or purpose that a partnership or corporation may conduct or promote.

1.4 Offices. The company maintains its principal business office within Oregon at 824 NW Federal, Bend, Oregon 97701.

IDS Registered Agent

1.5 Registered Agent. Jason S. Adams is the Company's registered agent in Oregon and the address of the registered office is at 824 NW Federal, Bend, OR 97702.

1.6 Term. The Term of the Company commences on October 2, 2004, and shall be perpetual until terminated as provided in this Agreement.

1.7 Name and Address of Member. The Member's name and address is:

Jason S. Adams
PO Box 1385
Bend, OR 97701

1.8 Admission of Additional Members. No Additional members may be admitted to the Company without the prior approval of the Member. Upon the admission of a second Member, the Agreement shall be revised to address the relative rights and obligations of the Members and the change of status for income tax purposes.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT

T 10544 MP 113

SECTION 2. CAPITOL CONTRIBUTIONS

2.1 Initial Capitol Contributions. Contemporaneously with the organization of the Company, the Member shall contribute to the Company the assets (subject to the liabilities) described on Exhibit A to this Agreement in exchange for a 100% ownership interest (the "Interest") in the Company.

2.2 Additional Capitol Contributions. The Member is not required to make, and has made no commitment to make, any additional capital contributions to the Company. Notwithstanding the foregoing, the Member may, from time to time, make additional contributions to the capital of the Company in such amounts as the Member determines is necessary. In the absence of a binding written commitment signed by the member to make additional capital contributions to the Company, the sole determination that the Member has made or has agreed to make an additional capital contributions to the Company shall be the transfer by the Member of cash or other property to the company with evidence that the transfer was not debt, including open account debt.

SECTION 3. ALLOCATION OF PROFITS AND LOSES; DISTRIBUTIONS

3.1 Allocations of Income and Loss. All items of income, gain, loss, deduction, and credit will be allocated 100% to the member. For federal and state income tax purposes, all items of Company income, gain, loss, and deduction will be reported on the Member's separate tax returns.

3.2 Distributions. No distribution may be made to the Member if, after giving effect to the distribution, in the judgment of the Member, either (1) the Company would not be able to pay its debts as they become due in the ordinary course of business or (2) the fair value of the total assets of the Company would not at least equal its total liabilities. Subject to the forgoing limitation, the Company will make such distributions to the Member in such amounts as the Member determines.

SECTION 4. POWERS AND DUTIES OF MEMBER

4.1 Management of Company. The management and control of the Company and its business and affairs will be vested in the Member. The Member will have all the rights and powers that may be possessed by a Member in a Member in a member-managed limited liability company pursuant to the Act and those rights and powers that are otherwise conferred by law or that are necessary, advisable, or convenient to the discharge of the Member's duties under this Agreement and to the management of the business and affairs of the Company; provided, however, notwithstanding the foregoing, the Member shall not be required to perform services for the Company solely by virtue of being a Member. Without limiting the generality of the foregoing, the Member will have the following rights and powers (which the Member may exercise at the cost, expense, and risk of the Company):

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544MP 113

(1) To expend the funds of the Company in furtherance of the Company's business;

(2) To perform all acts necessary to manage and operate the business of the Company, including engaging such persons as the Member deems advisable to assist in the management of the Company;

(3) To execute, deliver, and perform on behalf of and in the name of the Company any and all agreements and documents deemed necessary or desirable by the Member to carry out the business of the Company, including any lease, deed, easement, bill of sale, mortgage, trust deed, security agreement, contract of sale, or other document conveying, leasing, or granting a security interest in the interest of the Company in any of its assets, or any part thereof, whether held in the Company's name, the name of the Member, or otherwise, and no other signature or signatures will be required for any such instrument to be valid, binding, and enforceable against the Company in accordance with its terms;

(4) To borrow or raise moneys on behalf of the Company in the Company's name or in the name of the Member for the benefit of the Company and, from time to time, to draw, make, accept, endorse, execute, and issue promissory notes, drafts, checks, and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure the payment thereof by mortgage, security agreement, pledge, or conveyance or assignment in trust of the whole or any part of the assets of the Company, including contract rights, and not other signature or signatures will be required for any such instrument to be valid, binding, and enforceable against the company in accordance with its terms.

4.2 Limitation on Liability of Member. No member or agent of the Company shall have any personal obligation for any liabilities of the Company by reason of being a Member or agent of the Company. The member will not have any liability to the Company for any loss suffered by the Company which arises out of any action, omission, or error in judgment of the Member, which act, omission, or error did not constitute fraud.

4.3 Indemnification of Member. The Member shall be indemnified by the Company against any losses, judgments, liabilities, expenses, and amounts paid in settlement of any claims sustained against the Company or against the Member in connection with the Company, including, without limitation, attorney fees at trial and on appeal as incurred. The satisfaction of any indemnification and any saving harmless will be from, and limited to, Company assets, and the Member will not have any personal liability on account of such indemnification.

4.4 Dealing with the Company. The Member and any affiliates of or persons related to the Member, may deal with the Company, by providing or receiving property and services to or from the Company, and may receive from other or from the Company profits, compensation, commissions, or other income incident to such dealings as long as

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT

T 10544 P 113

such profits, compensation, commissions, or other income is not proved beyond a reasonable doubt to be in excess of fair market value. To the maximum extent permitted by law, the Member shall not have or owe any fiduciary duties to the Company. Without limiting the generality of the foregoing, under no circumstances shall any person or entity, whether a creditor, incidental beneficiary, or otherwise, have any right or entitlement derivative of the Company or any ability to assert any claims by, through, or on behalf of the Company, including, without limitation, a claim that the Member has breached a fiduciary duty owed to the Company.

4.5 Loans. The Member may, but will not be obligated to, make loans to the Company to cover the Company's cash requirements, and such loans will bear interest at a rate determined by the Member.

SECTION 5. SALARIES AND REIMBURSEMENT OF EXPENSES

5.1 Organization Expenses. The Company will pay all expenses incurred in connection with organization of the Company.

5.2 Other Company Expenses. The Member will charge the Company for the Member's actual out-of-pocket expenses incurred in connection with the Company's business

5.3 Salaries. The Member will be paid such compensation as is specifically authorized by the Member.

SECTION 6. BOOKS OF ACCOUNT AND BANKING

6.1 Books of Account. The Company's books and records and this Agreement will be maintained at the principal office of the Company. The Member will keep and maintain books and records of the operations of the Company that are appropriate and adequate for the Company's business and for carrying out this Agreement.

6.2 Banking. All funds of the Company are to be deposited in a separate bank account or in an account or accounts of a savings and loan association as determined by the Member. Such funds may be withdrawn from such account or accounts on the signature of the Member and/or of any such other person or persons as are designated by the Member in writing.

SECTION 7. ASSIGNMENT OF INTERESTS; SUBSTITUTION OF MEMBERS

A Member may dispose of all or any portion of his or her Interest. If the Member transfers his or her entire Interest, then the transferee shall be admitted as a substituted Member on completion of the transfer without further action and shall thereafter be the Member for purposes of this Agreement. If the Member transfers less than his or her

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

entire Interest, then the transferee shall be admitted as a substituted Member with respect to the transferred Interest on the written consent of the Member.

SECTION 8. DISSOLUTION AND WINDING UP OF THE COMPANY

8.1 Dissolution. The Company will be dissolved only on the happening of any of the following events:

(1) The express determination of the Member to dissolve the Company; or

(2) By operation of law.

Without limiting the generality of the foregoing, the death, adjudicated incompetency, bankruptcy, or insolvency of the Member or the occurrence of any other event that terminates the membership of the Member in the Company shall not cause or result in a dissolution of the Company.

8.2 Winding Up. On the dissolution of the Company, the Member will take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed in the following order:

(1) To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities; and

(2) To the Member.

SECTION 9. GENERAL PROVISIONS

9.1 Amendments. A proposed amendment will be adopted and become effective as an amendment only on the written approval of the Member.

9.2 Entire Agreement. This Agreement, including the attached Exhibit and any other document to be furnished pursuant to the provisions hereof, embodies the entire agreement and understanding of the parties to the agreement regarding the subject matter contained in it.

There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the parties regarding the subject matter hereof.

9.3 Severability. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision shall be severed from this Agreement, the

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

MP 113
T 10544

balance of the Agreement shall survive, and the balance of the Agreement shall reasonably be construed so as to carry out the intent of the parties as evidenced by the terms of the Agreement.

9.4 Governing Law. This Agreement and the rights of the parties under it will be governed by and interpreted in accordance with the laws of the state of Oregon (without regard to principles of conflicts of law).

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date and year first above written.

"Company"

ALTERRA INVESTMENTS, L.L.C.

By: _____
Jason S. Adams

"Member"

JASON S. ADAMS

By: _____
Jason S. Adams

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

EXHIBIT A

Schedule of Assets and Liabilities

$100 Cash

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

COPY

Water Right Transfer Supplemental Form A
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 2598 N Hwy 97 Redmond OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

☒ Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application, or

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation ☒ Professional expertise

3. My knowledge is specific to the use of water at the following locations:

Township	Range	Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
15 S	13 E	WM	08	SE SW	TL 1100	3.00

OK

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

(continues on reverse side)

Please print legibly or type. Be as specific as possible. Attach additional pages if you need more space. Supporting documentation must be attached.

T 10544 MP 113

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

Cereal crop for pasture

5. The water delivery system used to apply water as authorized by the right is described below:

Delivered through C-16-1. Pump w/sprinklers during rotation, above ground main line w/solid set sprinklers

6. One or more of the following documentation supporting the above statements is attached:

- ☐ Copy of a water right certificate that was issued within the last five years (not a remaining right certificate),
- ☐ Copies of receipts from sales of irrigated crops or for expenditures relating to the use of water,
- ☒ Records such as Farm Service Agency crop reports, irrigation district records, an NRCS farm management plan, or records of other water suppliers,
- ☐ Dated aerial photographs of the lands or other photographs containing sufficient detail to establish the location and date of the photograph,
- ☐ Dedicated power usage records or receipts,
- ☒ Other: 2005 photos

Carey L. Kirkland
Signature of Affiant

4-7-06
Date

Signed and sworn to (or affirmed) before me this 7th day of April, 200 6.

Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

My Commission Expires:

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Please print legibly or type. Be as specific as possible. Attach additional pages if you need more space. Supporting documentation must be attached.

REQUEST FOR INFORMATION
and/or APPROVAL TO **REMOVE** WATER

TO: Cary Date:

The following customer has asked to remove water from the following property:

NAME: Ben Winchliffe PHONE: 771-4944
Alterra Investments

ADDRESS: 3320 NE Zamia

TAX LOT 15:13:08 SESW 1100

OF ACRES CURRENTLY on property: 30

of ACRES TO BE REMOVED: 30 Acres Remaining: ~~30~~

Which Canal ? PBC

IMPORTANT INFO: CK 1/6/06 CP

COMMENTS:

If removing only a portion of a water right, please complete below:

☐ Visual inspection dated:_____ (initials) _____

☐ GPS water right "off" (date):_____ (initials) _____

☐ Are currently owned water rights being beneficially used? X YES _____ NO

☒ Last Year beneficially used 2005

POSSIBLE INJURY:

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

Return to Leslie

T 10544 MP 113

WATER RIGHT TRANSFER
AFFIDAVIT ATTESTING TO THE USE OF WATER DURING THE PREVIOUS FIVE YEARS

State of Oregon)
) ss
County of _____)

I _____, in my capacity as _____,
mailing address _____,
telephone number _____, being first duly sworn depose and say:

1. I attest that water was used during the previous five years on the entire authorized place of use of the water right subject to transfer as described by the accompanying transfer application. My knowledge of the exercise of the water right is based on (check one):
   - ☐ Personal observation
   - ☐ Professional expertise

2. My knowledge is specific to the use of water at the following location(s):

   ____ ¼ ____ ¼
   ____ ¼ ____ ¼
   ____ ¼ ____ ¼
   Section ____
   Township ____ N/S Range ____ E/W

3. The water right was exercised for the authorized purposes and is described as follows:
   XX Cereal crop for pasture

4. The water delivery system used to apply water as authorized by the water right is described as follows:
   Describe system: Pump w/ sprinkler during rotation above ground mainline w/ solid set sprinklers

   Describe Pump if applicable: _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

(continues on reverse side)

PLEASE PRINT LEGIBLY OR TYPE. PLEASE BE AS SPECIFIC AS POSSIBLE. ATTACH ADDITIONAL PAGES IF YOU NEED MORE SPACE. SUPPORTING DOCUMENTATION MUST BE ATTACHED.
June 2003

T 10544 MP 113

COPY

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Short-Term Lease of Existing Water Rights for Instream Use, Certificate 76358, Crook and Deschutes County	))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating short-term instream lease applications.

Lessor
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes River Conservancy (DRC)
PO Box 1560
Bend, OR 97709
ghubert@deschutesrc.org

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Findings of Fact

1. On June 26, 2006, COID and the DRC filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number L-765.

2. Interest in a portion of the water right to be leased instream has been quit claimed from the original land owners. The lease application form identifies COID as the interest holder in the water right. Individual quit claim deeds, along with supporting documentation, submitted with the application and on July 18 and 20, 2006, identify that interest in the portion of the right to be leased is held by COID. The Department has determined that COID is an interest holder in the right and is authorized to lease the water rights instream.

3. The right to be leased is as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 15.3 acres from Point of Diversion (POD) #1 and 35.41 acres from POD #11
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

1 10544 MP 113

Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

POD #1

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.19 CFS	0.26 CFS	0.34 CFS	
December 2, 1907			0.14 CFS	
Totals	0.19 CFS	0.26 CFS	0.47 CFS	151.62

POD #2

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.44 CFS	0.59 CFS	0.78 CFS	
December 2, 1907			0.31 CFS	
Totals	0.44 CFS	0.59 CFS	1.09 CFS	350.91

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.

Source: Deschutes River, tributary to the Columbia River

Place of Use:

Twp	Rng	Mer	Sec	Q-Q	POD	Tax Lot	Acres
14 S	13 E	WM	21	SE NW	11	700	1.7
14 S	13 E	WM	34	NE SE	11	2008	8.0
15 S	13 E	WM	8	SE SW	11	1100	3.0
15 S	13 E	WM	8	SW SE	11	2200	4.5
15 S	13 E	WM	9	NW NW	11	205	2.0
15 S	13 E	WM	9	NE SE	11	800	2.4
15 S	13 E	WM	10	NE NW	11	102	3.73
15 S	13 E	WM	10	SW NW	11	500	5.4
15 S	13 E	WM	20	SW NE	11	3700	0.38
15 S	13 E	WM	20	NE SW	11	6400	0.7
15 S	13 E	WM	30	NW NW	11	905	3.6
15 S	14 E	WM	26	NE NW	1	401	2.7
17 S	12 E	WM	34	SW SE	1	1800	1.4
17 S	12 E	WM	34	SW SE	1	1900	1.5
17 S	12 E	WM	35	SW SW	1	1100	1.5
18 S	12 E	WM	3	NE NE	1	1500	1.5
18 S	12 E	WM	3	SE SE	1	3700	1.0
18 S	12 E	WM	7	SW NE	1	800	0.7
18 S	12 E	WM	7	SW NE	1	801	1.2
18 S	12 E	WM	7	SE NE	1	800	1.4
18 S	12 E	WM	7	SE NW	1	801	0.2
18 S	12 E	WM	7	NW SE	1	800	0.2
18 S	12 E	WM	8	NW NW	1	711	2.0

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
18 S	11 E	WM	13	SW NE	Central Oregon Canal POD #1 – 1520 feet South & 1535 feet West from the NE corner of Section 13
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

I 10544 MP 113

4. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

5. The instream use is as follows:
Deschutes River tributary to the Columbia River

Instream Reach #1: From POD #1 to POD #11 (both as described in Finding of Fact #3)

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.105 Season 2: 0.140 Season 3: 0.260	83.39	April 1 – Oct. 26

Instream Reach #2: From POD #11 to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.349 Season 2: 0.465 Season 3: 0.861	276.39	April 1 – Oct. 26

6. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

The total volume protected instream shall not exceed 276.39 AF.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

9. The lease will terminate on October 31, 2006.

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease agreement conforms to the applicable provisions of OAR 690-077-0015.

ORDER

Therefore, it is ORDERED:

1. That the Short-Term Lease as described herein is APPROVED.

2. The former place of use shall no longer receive water as part of these rights during the term of the lease.

3. The lease shall terminate on October 31, 2006.

Dated at Salem, Oregon this 6th day of September 2006.

for Phillip C. Ward, Director

Mailing date: SEP 1 1 2006

I 10544 MP 113

CENTRAL OREGON IRRIGATION DISTRICT

COPY

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-33260

$36.00

00462872200600332600020028

05/15/2006 10:23:07 AM

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

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

MAIL TAX STATEMENT
TO: NO CHANGE

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, A & M Ventures, LLC, an Oregon Limited Liability Company, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands described as; Lots Thirteen (13) and Fourteen (14) in FAIR ACRES ADDITION to the City of Redmond, Deschutes County, Oregon; release their claim and responsibility for 2.40 acres of COID water rights that are appurtenant to the described lands list to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31, 1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-09 NE SE 800.

Legal Description OK

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessn the described 2.40 acres of water rights incurred.

15-13-9
NE SE
T.L. 800

This agreement is binding upon the heirs, executors, administrators, successors, and permitted assigns agreement.

Consideration for this Quitclaim: $2,880.00

Grantor: [signature] Date 5/2/06

Bob McCoy, A & M Ventures LLC

RECEIVED
FEB 2 2 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 2, 2006 by Bob McCoy as partner for A & M Ventures, LLC.

Rebecca A Mendoza
Notary Public

OFFICIAL SEAL
REBECCA A MENDOZA
NOTARY PUBLIC- OREGON
COMMISSION NO. 397098
MY COMMISSION EXPIRES SEP 13, 2009

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

I 10544 MP 113

Grantee:

Date 9 May, 2006

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 9, 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401067
MY COMMISSION EXPIRES FEB 05, 2010

© Central Oregon Irrigation District 2006

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

AmeriTitle
Part Of The FIDELITY NATIONAL Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

February 22, 2006
Title Number : 087452
Title Officer : STACY REX
Fee : $150.00

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

Lots Thirteen (13) and Fourteen (14) in FAIR ACRES ADDITION to the City of Redmond, Deschutes County, Oregon.

and dated as of February 15, 2006 at 7:30 a.m.

We find that the last deed of record runs to:

A&M VENTURES, LLC, an Oregon Limited Liability Company

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $1,535,000.00
   Dated: September 19, 2003
   Recorded: October 15, 2003
   Volume-Page: 2003-71292, Deschutes County Records
   Grantor: A&M Ventures, LLC
   Trustee: U.S. Bank Trust Company, N.A.
   Beneficiary: U.S. Bank N.A.
   (Said Deed of Trust is a Line of Credit Deed of Trust)

   The terms of said Trust Deed were modified by instrument,
   Recorded: November 28, 2005
   Volume-Page: 2005-81421, Deschutes County Records

2. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $65,000.00
   Dated: September 19, 2003
   Recorded: October 15, 2003
   Volume-Page: 2003-71293, Deschutes County Records
   Grantor: A&M Ventures, LLC
   Trustee: U.S. Bank Trust Company, N.A.
   Beneficiary: U.S. Bank N.A.

   The terms of said Trust Deed were modified by instrument,
   Recorded: November 28, 2005
   Volume-Page: 2005-81420, Deschutes County Records

Need Copy OK WRs not listed

change maturity date

Need Copy WRs not listed

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

10544 MP 113

2008 100 BEST COMPANIES TO WORK FOR

3. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.

Amount:	$100,000.00
Dated:	July 31, 2002
Recorded:	August 6, 2002
Volume-Page:	2002-42433, Deschutes County Records
Grantor:	A&M Ventures, LLC, an Oregon limited liability company
Trustee:	Western Title & Escrow Company
Beneficiary:	Arthur L. Sproat and Ruby Cecelia Sproat, or the survivor thereof

Subordinated to #1

The lien of the above Deed of Trust was subordinated to the lien of the Deed of Trust shown as exception No. 1 above by instrument,

Dated:	October 7, 2003
Recorded:	October 15, 2003
Volume-Page:	2003-71294, Deschutes County Records

Was not listed

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-039 Map and Tax Lot Number 15 13 09DA 00800
Account No. [redacted]

NOTE: The 2005-2006 Taxes: $28,386.02, Paid in full.

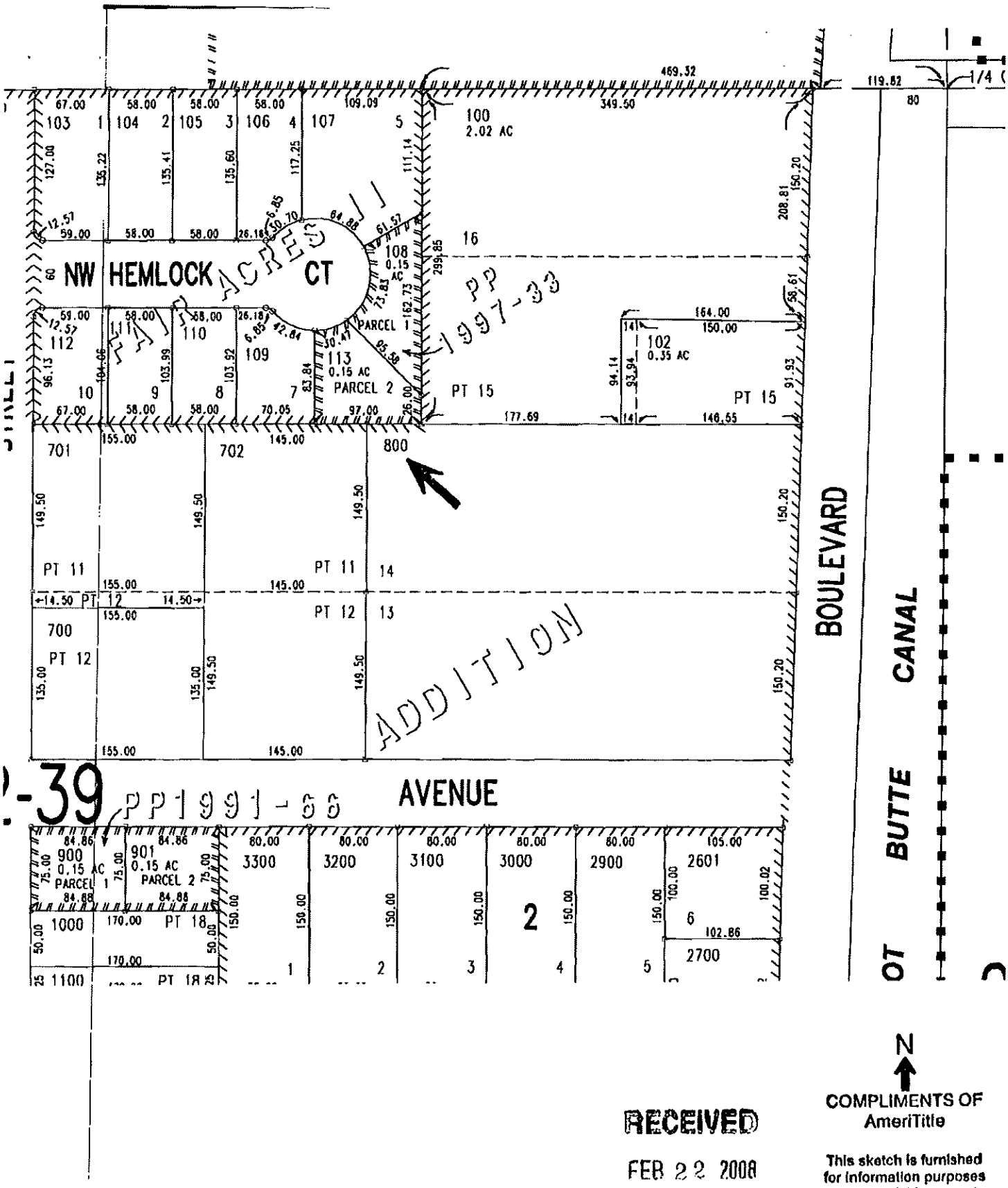
City Liens, if any, of the city of Redmond. (No inquiry has been made, and if search Is requested, a charge of $30.00 will be added.)

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

AmeriTitle

By: Stacy Rex
Stacy Rex, Title Examiner
SR:kw

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON



RECEIVED

FEB 22 2008

WATER RESOURCES DEPT
SALEM OREGON

COMPLIMENTS OF
AmeriTitle

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

1 10544 MP 113

WESTERN
TITLE & ESCROW COMPANY

After recording return to:
A&M VENTURES, LLC
1972 NE 3rd Street, PMB 104
Bend, OR 97701

Until a change is requested all tax statements
shall be sent to the following address:
A&M VENTURES, LLC
1972 NE 3rd Street, PMB 104
Bend, OR 97701

WARRANTY DEED -- STATUTORY FORM

ARTHUR L. SPROAT and RUBY CECILIA SPROAT, husband and wife, Grantor, conveys and warrants to A&M VENTURES, LLC, an Oregon Limited Liability Company, Grantee, the following described real property, free of encumbrances except as specifically set forth herein, to wit:

Lots 13 and 14, FAIR ACRES ADDITION, City of Redmond, Deschutes County, Oregon.

Tax Account No(s): [redacted]
Map/Tax Lot No(s): 15-13-09-DA-800

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

The true consideration for this conveyance is $ 250,000.00.

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

Dated this 1 day of August, 2002.

Arthur L. Sproat
ARTHUR L. SPROAT

Ruby Cecilia Sproat
RUBY CECILIA SPROAT

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

STATE OF OREGON, COUNTY OF DESCHUTES) ss.

This instrument was acknowledged before me on August 1, 2002 by ARTHUR L. SPROAT AND RUBY CECELIA SPROAT.

(Notary Public for Oregon)
My commission expires 12-9-05

OFFICIAL SEAL
JUDY SWIFT
NOTARY PUBLIC - OREGON
COMMISSION NO. 350954
MY COMMISSION EXPIRES DEC. 9, 2005

TITLE NO. 12-0084902
ESCROW NO. 12-0084902

Recorded By:
Western Title & Escrow Co.

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLOW, COUNTY CLERK
2002-42431
$31.00
08/06/2002 11:27:40 AM
D-D Cnt=1 Stn=4 PAM
$5.00 $11.00 $10.00 $5.00

F 10544 MP 113

COPY Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

T 10544 MP 113

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

Notary Public for Oregon

T 10544 MP 113

COPY

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Short-Term Lease of Existing Water Rights for Instream Use, Certificate 76358, Crook and Deschutes County	))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating short-term instream lease applications.

Lessor
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes River Conservancy (DRC)
PO Box 1560
Bend, OR 97709
ghubert@deschutesrc.org

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Findings of Fact

1. On June 26, 2006, COID and the DRC filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number L-765.

2. Interest in a portion of the water right to be leased instream has been quit claimed from the original land owners. The lease application form identifies COID as the interest holder in the water right. Individual quit claim deeds, along with supporting documentation, submitted with the application and on July 18 and 20, 2006, identify that interest in the portion of the right to be leased is held by COID. The Department has determined that COID is an interest holder in the right and is authorized to lease the water rights instream.

3. The right to be leased is as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 15.3 acres from Point of Diversion (POD) #1 and 35.41 acres from POD #11
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

1 10544 MP113

Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

POD #1

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.19 CFS	0.26 CFS	0.34 CFS	
December 2, 1907			0.14 CFS	
Totals	0.19 CFS	0.26 CFS	0.47 CFS	151.62

POD #2

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.44 CFS	0.59 CFS	0.78 CFS	
December 2, 1907			0.31 CFS	
Totals	0.44 CFS	0.59 CFS	1.09 CFS	350.91

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.

Source: Deschutes River, tributary to the Columbia River

Place of Use:

Twp	Rng	Mer	Sec	Q-Q	POD	Tax Lot	Acres
14 S	13 E	WM	21	SE NW	11	700	1.7
14 S	13 E	WM	34	NE SE	11	2008	8.0
15 S	13 E	WM	8	SE SW	11	1100	3.0
15 S	13 E	WM	8	SW SE	11	2200	4.5
15 S	13 E	WM	9	NW NW	11	205	2.0
15 S	13 E	WM	9	NE SE	11	800	2.4
15 S	13 E	WM	10	NE NW	11	102	3.73
15 S	13 E	WM	10	SW NW	11	500	5.4
15 S	13 E	WM	20	SW NE	11	3700	0.38
15 S	13 E	WM	20	NE SW	11	6400	0.7
15 S	13 E	WM	30	NW NW	11	905	3.6
15 S	14 E	WM	26	NE NW	1	401	2.7
17 S	12 E	WM	34	SW SE	1	1800	1.4
17 S	12 E	WM	34	SW SE	1	1900	1.5
17 S	12 E	WM	35	SW SW	1	1100	1.5
18 S	12 E	WM	3	NE NE	1	1500	1.5
18 S	12 E	WM	3	SE SE	1	3700	1.0
18 S	12 E	WM	7	SW NE	1	800	0.7
18 S	12 E	WM	7	SW NE	1	801	1.2
18 S	12 E	WM	7	SE NE	1	800	1.4
18 S	12 E	WM	7	SE NW	1	801	0.2
18 S	12 E	WM	7	NW SE	1	800	0.2
18 S	12 E	WM	8	NW NW	1	711	2.0

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
18 S	11 E	WM	13	SW NE	Central Oregon Canal POD #1 – 1520 feet South & 1535 feet West from the NE corner of Section 13
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

T 10544 MP 113

4. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

5. The instream use is as follows:
Deschutes River tributary to the Columbia River

Instream Reach #1: From POD #1 to POD #11 (both as described in Finding of Fact #3)

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.105 Season 2: 0.140 Season 3: 0.260	83.39	April 1 – Oct. 26

Instream Reach #2: From POD #11 to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.349 Season 2: 0.465 Season 3: 0.861	276.39	April 1 – Oct. 26

6. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

The total volume protected instream shall not exceed 276.39 AF.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

9. The lease will terminate on October 31, 2006.

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease agreement conforms to the applicable provisions of OAR 690-077-0015.

T 10544 MP 113

ORDER

Therefore, it is ORDERED:

1. That the Short-Term Lease as described herein is APPROVED.

2. The former place of use shall no longer receive water as part of these rights during the term of the lease.

3. The lease shall terminate on October 31, 2006.

Dated at Salem, Oregon this 6th day of September 2006.

for Phillip C. Ward, Director

Mailing date: SEP 1 1 2006

T 10544 MP 113

NN

TRUST DEED

A&M Ventures, LLC

Grantor's Name and Address

Arthur L. Sproat & Ruby Cecelia Sproat

Beneficiary's Name and Address

After recording, return to (Name, Address, Zip):
Western Title & Escrow Company
P.O. Box 757
Redmond, OR 97756

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLOW, COUNTY CLERK 2002-42433

$46.00

08/06/2002 11:27:40 AM

SPA M-DT Cnt=1 Stn=4 PAM
$20.00 $11.00 $10.00 $5.00

RECORDER'S USE No. ----------, Records of this County.

Witness my hand and seal of County affixed.

NAME TITLE

By ----------, Deputy.

THIS TRUST DEED, made on July 31 , 2002, between
A&M Ventures, LLC, an Oregon limited liability company, as Grantor,
Western Title & Escrow Company, as Trustee, and
Arthur L. Sproat and Ruby Cecelia Sproat, or the survivor thereof, as Beneficiary,

WITNESSETH:

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

Lots 13 and 14, FAIR ACRES ADDITION, City of Redmond, Deschutes County, Oregon.

Tax Account No. [redacted]
Serial #122622

Recorded By:
Western Title & Escrow Co.
12-66849O2

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

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of One hundred thousand and 00/100 *($100,000.00)* Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest, if not sooner paid, to be due and payable on July 8, 2010.

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

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; and not to commit or permit any waste of the property.
2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require, and to pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and other hazards, as the beneficiary may from time to time require, in an amount not less than $full insurable value, written by one or more companies acceptable to the beneficiary, with loss payable to the latter. All policies of insurance shall be delivered to the beneficiary as soon as issued. If the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges becomes past due or delinquent and promptly deliver receipts therefor to beneficiary. Should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof. For such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described. All such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and shall constitute a breach of this trust deed.
6. To pay all costs, fees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation, and trustee and attorney fees actually incurred.
7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed or any suit or action related to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney fees. The amount of attorney fees mentioned in this paragraph in all cases shall be fixed by the trial court, and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney fees on such appeal.

It is mutually agreed that:

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

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.
*WARNING: 12 USC 1701j-3 regulates and may prohibit exercise of this option.
**The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2003-71292

$86.00

00212214200300712920050096

10/15/2003 11:31:44 AM

M-DT Cnt=4 Stn=1 BECKEY
$45.00 $15.00 $11.00 $10.00 $5.00

This instrument prepared by and after recording return to:

JOE RYGG
U.S. BANK N.A.
COLLATERAL DEPARTMENT
P. O. BOX 5308
PORTLAND OR 97228-5308

0013580103

DESCHUTES COUNTY TITLE COMPANY
1245 SE 3RD ST. STE A-1
BEND, OREGON 97702

02-52721 BW

usbank. Five Star Service Guaranteed

OREGON LINE OF CREDIT TRUST DEED, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (INCLUDING FIXTURE FILING UNDER UNIFORM COMMERCIAL CODE)

[X] If checked here, this Deed of Trust secures amounts to be advanced for completion of previously agreed-upon improvements, and pursuant to ORS Section 86.155(2)(c), the maximum principal amount to be advanced pursuant to the Note, as set forth below, may be exceeded by advances to complete construction. All such advances shall be secured by this Deed of Trust.

This Oregon Line of Credit Trust Deed, Security Agreement and Assignment of Rents and Leases (Including Fixture Filing Under Uniform Commercial Code) ("**Deed of Trust**") is made and entered into by A&M VENTURES, LLC (collectively the "**Grantor**") in favor of U.S. BANK TRUST COMPANY, N.A., having a mailing address of 555 SW OAK, PORTLAND, OR 97204 (the "**Trustee**"), for the benefit of U.S. BANK N.A. (the "**Beneficiary**"), as of the date set forth below.

This Deed of Trust is a Line of Credit Instrument, as defined in ORS Section 86.155. The maximum principal amount to be advanced under the Note is $ 1,535,000.00.

Check only one:

[X] The date on which the Note matures or the term of the Note expires, exclusive of any option to renew or extend such term or maturity, is OCTOBER 31, 2005.

[ ] The Note is payable on demand.

ARTICLE I. CONVEYANCE/MORTGAGED PROPERTY

1.1 Grant of Deed of Trust/Security Interest. IN CONSIDERATION OF FIVE DOLLARS ($5.00) cash in hand paid by the Trustee to the Grantor, and the financial accommodations from the Beneficiary to the Grantor as described below, the Grantor does hereby GRANT, BARGAIN AND SELL, MORTGAGE, WARRANT, CONVEY AND CONFIRM, ASSIGN, TRANSFER AND SET OVER unto Trustee, its successors and assigns IN TRUST, forever, for the benefit of the Beneficiary, the Mortgaged Property (defined below) to secure all of the Grantor's Obligations (defined below) to the Beneficiary. The intent of the parties hereto is that the Mortgaged Property secures all Obligations of the Grantor to the Beneficiary, whether now or hereafter existing, between the Grantor and the Beneficiary or in favor of the Beneficiary, including, without limitation, any note, any loan or security agreement, any lease, any other mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, any letter of credit or reimbursement agreement or banker's acceptance, or any other agreement, whether or not enumerated herein, which specifically evidences or secures the Obligations (together and individually, the "**Loan Documents**"). The parties further intend that this Deed of Trust shall operate as a security agreement with respect to those portions of the Mortgaged Property which are subject to Article 9 of the Uniform Commercial Code.

1.2 "Mortgaged Property" means all of the following, whether now owned or existing or hereafter acquired by the Grantor, wherever located: all the real estate described below or in **Exhibit A** attached hereto (the "**Land**"), together with all buildings, structures, standing timber, timber to be cut, fixtures, equipment, inventory and furnishings used in connection with the Land and improvements; all materials, contracts, drawings and personal property relating to any construction on the Land; and all other improvements now or hereafter constructed, affixed or located thereon (the "**Improvements**") (the Land and the Improvements

WRs not listed

collectively the **"Premises"**); TOGETHER with any and all easements, rights-of-way, licenses, privileges, and appurtenances thereto, and any and all leases or other agreements for the use or occupancy of the Premises, all the rents, issues, profits or any proceeds therefrom and all security deposits and any guaranty of a tenant's obligations thereunder (collectively the **"Rents"**); all awards as a result of condemnation, eminent domain or other decrease in value of the Premises and all insurance and other proceeds of the Premises.

The Land is described as follows (or in Exhibit A hereto if the description does not appear below):

NORTHWEST CORNER OF NW CANAL BLVD. AND NW GREENWOOD AVE., REDMOND, OR 97756 MORE FULLY DESCRIBED AS: LOTS 13 AND 14, FAIR ACRES ADDITION, CITY OF REDMOND, DESCHUTES COUNTY, OREGON.

Real Property Tax Identification Number 15 13 9DA 800

1.3 **"Obligations"** means all loans by the Beneficiary to A&M VENTURES, LLC

evidenced by a note or notes dated 09/19/03, in the initial principal amount(s) of $ 1,535,000.00, and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto (the **"Note"**); and also means all other loans or advances to the Grantor from the Beneficiary and all other obligations of the Grantor to the Beneficiary, when the promissory note, guaranty or other document evidencing the loan, advance or obligation (as modified, amended, extended, renewed or replaced) specifically states that payment and performance thereof are secured by this Deed of Trust, whether such Obligations are now or hereafter existing or incurred, whether liquidated or unliquidated, and whether absolute or contingent; and principal, interest, fees, expenses and charges relating to any of the foregoing, including, without limitation, costs and expenses of collection and enforcement of this Deed of Trust, attorneys' fees of both inside and outside counsel and environmental assessment or remediation costs. The interest rate and maturity of such Obligations are as described in the documents creating the indebtedness secured hereby.

1.4 **Homestead.** The Premises ~~are~~ are not (are)(are not) the homestead of the Grantor. If so, the Grantor releases and waives all rights under and by virtue of the homestead exemption laws of the State of Oregon.

ARTICLE II. WARRANTIES AND COVENANTS

In addition to all other warranties and covenants of the Grantor under the Loan Documents which are expressly incorporated herein as part of this Deed of Trust, including the covenants to pay and perform all Obligations, and while any part of the credit granted the Grantor under the Loan Documents is available or any Obligations of the Grantor to the Beneficiary are unpaid or outstanding, the Grantor continuously warrants to the Beneficiary and the Trustee and agrees as follows:

2.1 **Warranty of Title/Possession.** The Grantor warrants that it has sole and exclusive title to and possession of the Premises, excepting only the following **"Permitted Encumbrances"**: restrictions and easements of record, and zoning ordinances (the terms of which are and will be complied with, and in the case of easements, are and will be kept free of encroachments), taxes and assessments not yet due and payable and those Permitted Encumbrances set forth on **Exhibit B** attached hereto (except that if no **Exhibit B** is attached, there will be no additional Permitted Encumbrances). The lien of this Deed of Trust, subject only to Permitted Encumbrances, is and will continue to be a valid first and only lien upon all of the Mortgaged Property.

2.2 **Maintenance; Waste; Alteration.** The Grantor will maintain the Premises in good and tenantable condition and will restore or replace damaged or destroyed improvements with items of at least equal utility and value. The Grantor will not commit or permit waste to be committed on the Premises. The Grantor will not remove, demolish or materially alter any part of the Premises without the Beneficiary's prior written consent, except the Grantor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility. The replacement fixture will be subject to the priority lien and security of this Deed of Trust.

2.3 **Transfer and Liens.** The Grantor will not, without the prior written consent of the Beneficiary, which may be withheld in the Beneficiary's sole and absolute discretion, either voluntarily or involuntarily (a) sell, assign, lease or transfer, or permit to be sold, assigned, leased or transferred, any part of the Premises, or any interest therein; or (b) pledge or otherwise encumber, create or permit to exist any mortgage, pledge, lien or claim for lien or encumbrance upon any part of the Premises or interest therein, except for the Permitted Encumbrances. Beneficiary has not consented and will not consent to any contract or to any work or to the furnishing of any materials which might be deemed to create a lien or liens superior to the lien of this Deed of Trust.

2.4 **Escrow.** After written request from the Beneficiary, the Grantor will pay to the Beneficiary sufficient funds at such time as the Beneficiary designates, to pay (a) the estimated annual real estate taxes and assessments on the Premises; and (b) all property or

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2003-71293

$81.00

00212218200300712930040083

10/15/2003 11:31:44 AM

M-DT Cnt=4 Stn=1 BECKEY
$40.00 $15.00 $11.00 $10.00 $5.00

This instrument prepared by and after recording return to:

JOE RYGG
U.S. BANK N.A.
COLLATERAL DEPARTMENT
P. O. BOX 5308
PORTLAND OR 97228-5308

0013580103

3/4

DESCHUTES COUNTY TITLE COMPANY
8/3/ 1245 SE 3RD ST. STE A-1
BEND, OREGON 97702

02-5321 BJ

usbank
Five Star Service Guaranteed

OREGON TRUST DEED, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (INCLUDING FIXTURE FILING UNDER UNIFORM COMMERCIAL CODE)

This Oregon Trust Deed, Security Agreement and Assignment of Rents and Leases (Including Fixture Filing Under Uniform Commercial Code) ("**Deed of Trust**") is made and entered into by A&M VENTURES, LLC (collectively the "**Grantor**") in favor of U.S. BANK TRUST COMPANY, N.A., having a mailing address of 555 SW OAK, PORTLAND, OR 97204 (the "**Trustee**"), for the benefit of U.S. BANK N.A. (the "**Beneficiary**"), as the date set forth below.

Check only one:

[X] The date on which the Note matures or the term of the Note expires, exclusive of any option to renew or extend such term or maturity, is OCTOBER 31, 2005 .

[ ] The Note is payable on demand.

ARTICLE I. CONVEYANCE/MORTGAGED PROPERTY

1.1 Grant of Deed of Trust/Security Interest. IN CONSIDERATION OF FIVE DOLLARS ($5.00) cash in hand paid by the Trustee to the Grantor, and the financial accommodations from the Beneficiary to the Grantor as described below, the Grantor does hereby GRANT, BARGAIN AND SELL, MORTGAGE, WARRANT, CONVEY AND CONFIRM, ASSIGN, TRANSFER AND SET OVER unto Trustee, its successors and assigns IN TRUST, forever, for the benefit of the Beneficiary, the Mortgaged Property (defined below) to secure all of the Grantor's Obligations (defined below) to the Beneficiary. The intent of the parties hereto is that the Mortgaged Property secures all Obligations of the Grantor to the Beneficiary, whether now or hereafter existing, between the Grantor and the Beneficiary or in favor of the Beneficiary, including, without limitation, any note, any loan or security agreement, any lease, any other mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, any letter of credit or reimbursement agreement or banker's acceptance, or any other agreement, whether or not enumerated herein, which specifically evidences or secures the Obligations (together and individually, the "**Loan Documents**"). The parties further intend that this Deed of Trust shall operate as a security agreement with respect to those portions of the Mortgaged Property which are subject to Article 9 of the Uniform Commercial Code.

1.2 "Mortgaged Property" means all of the following, whether now owned or existing or hereafter acquired by the Grantor, wherever located: all the real estate described below or in **Exhibit A** attached hereto (the "**Land**"), together with all buildings, structures, standing timber, timber to be cut, fixtures, equipment, inventory and furnishings used in connection with the Land and improvements; all materials, contracts, drawings and personal property relating to any construction on the Land; and all other improvements now or hereafter constructed, affixed or located thereon (the "**Improvements**") (the Land and the Improvements collectively the "**Premises**"); TOGETHER with any and all easements, rights-of-way, licenses, privileges, and appurtenances thereto,

WRs not listed

and any and all leases or other agreements for the use or occupancy of the Premises, all the rents, issues, profits or any proceeds therefrom and all security deposits and any guaranty of a tenant's obligations thereunder (collectively the **"Rents"**); all awards as a result of condemnation, eminent domain or other decrease in value of the Premises and all insurance and other proceeds of the Premises.

The Land is described as follows (or in Exhibit A hereto if the description does not appear below):

NORTHWEST CORNER OF NW CANAL BLVD. AND NW GREENWOOD AVE., REDMOND, OR 97756 MORE FULLY DESCRIBED AS:
LOTS 13 AND 14, FAIR ACRES ADDITION, CITY OF REDMOND, DESCHUTES COUNTY, OREGON.

Real Property Tax Identification Number 15 13 09 DA 800

1.3 **"Obligations"** means all loans by the Beneficiary to A&M VENTURES, LLC evidenced by a note or notes dated 09/19/03, in the initial principal amount(s) of $ 65,000.00, and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto (the **"Note"**); and also means all other loans or advances to the Grantor from the Beneficiary and all other obligations of the Grantor to the Beneficiary, when the promissory note, guaranty or other document evidencing the loan, advance or obligation (as modified, amended, extended, renewed or replaced) specifically states that payment and performance thereof are secured by this Deed of Trust, whether such Obligations are now or hereafter existing or incurred, whether liquidated or unliquidated, and whether absolute or contingent; and principal, interest, fees, expenses and charges relating to any of the foregoing, including, without limitation, costs and expenses of collection and enforcement of this Deed of Trust, attorneys' fees of both inside and outside counsel and environmental assessment or remediation costs. The interest rate and maturity of such Obligations are as described in the documents creating the indebtedness secured hereby.

1.4 **Homestead.** The Premises ~~(are)~~ are not (are not) the homestead of the Grantor. If so, the Grantor releases and waives all rights under and by virtue of the homestead exemption laws of the State of Oregon.

ARTICLE II. WARRANTIES AND COVENANTS

In addition to all other warranties and covenants of the Grantor under the Loan Documents which are expressly incorporated herein as part of this Deed of Trust, including the covenants to pay and perform all Obligations, and while any part of the credit granted the Grantor under the Loan Documents is available or any Obligations of the Grantor to the Beneficiary are unpaid or outstanding, the Grantor continuously warrants to the Beneficiary and the Trustee and agrees as follows:

2.1 **Warranty of Title/Possession.** The Grantor warrants that it has sole and exclusive title to and possession of the Premises, excepting only the following **"Permitted Encumbrances"**: restrictions and easements of record, and zoning ordinances (the terms of which are and will be complied with, and in the case of easements, are and will be kept free of encroachments), taxes and assessments not yet due and payable and those Permitted Encumbrances set forth on **Exhibit B** attached hereto (except that if no **Exhibit B** is attached, there will be no additional Permitted Encumbrances). The lien of this Deed of Trust, subject only to Permitted Encumbrances, is and will continue to be a valid first and only lien upon all of the Mortgaged Property.

2.2 **Maintenance; Waste; Alteration.** The Grantor will maintain the Premises in good and tenantable condition and will restore or replace damaged or destroyed improvements with items of at least equal utility and value. The Grantor will not commit or permit waste to be committed on the Premises. The Grantor will not remove, demolish or materially alter any part of the Premises without the Beneficiary's prior written consent, except the Grantor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility. The replacement fixture will be subject to the priority lien and security of this Deed of Trust.

2.3 **Transfer and Liens.** The Grantor will not, without the prior written consent of the Beneficiary, which may be withheld in the Beneficiary's sole and absolute discretion, either voluntarily or involuntarily (a) sell, assign, lease or transfer, or permit to be sold, assigned, leased or transferred, any part of the Premises, or any interest therein; or (b) pledge or otherwise encumber, create or permit to exist any mortgage, pledge, lien or claim for lien or encumbrance upon any part of the Premises or interest therein, except for the Permitted Encumbrances. Beneficiary has not consented and will not consent to any contract or to any work or to the furnishing of any materials which might be deemed to create a lien or liens superior to the lien of this Deed of Trust.

2.4 **Escrow.** After written request from the Beneficiary, the Grantor will pay to the Beneficiary sufficient funds at such time as the Beneficiary designates, to pay (a) the estimated annual real estate taxes and assessments on the Premises; and (b) all property or

CENTRAL OREGON IRRIGATION DISTRICT

COPY

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-35860

$41.00

00465033200600358600030034

05/24/2006 01:36:49 PM

D-D Cnt=1 Stn=26 SHIRLEY
$15.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

3

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Michael R. Chilcott and Brenda L. Chilcott as tenants by the entirety, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands described as: Lot Three (3) Block Three (3) of VIEW ACRES, City of Redmond, Deschutes County, Oregon; release their claim and responsibility for 0.18 acres of COID water rights that are appurtenant to the described lands to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-20 NW SE 4900.

Legal description not complete. See Title Rpt

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 0.18 acres of water rights incurred.

15-13-20
NW SE
T.L. 4900

This agreement is binding upon the heirs, executors, administrators, successors, and permitte agreement.

Consideration for this Quitclaim: $180.00

Grantor:

michael R chilcott Date 5-8-06
Michael R. Chilcott

Brenda L. Chilcott Date 5-8-06
Brenda L. Chilcott

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

OFFICIAL SEAL
MARIA A M ANDERSON
NOTARY PUBLIC- OREGON
COMMISSION NO. 397306
MY COMMISSION EXPIRES SEPT 18, 2009

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on 05/08/2006 by Michael R. Chilcott.

Notary Public

T 10544 MP 113

State of Oregon)
) ss.
County of Deschutes)

OFFICIAL SEAL
MARIA A M ANDERSON
NOTARY PUBLIC- OREGON
COMMISSION NO. 397306
MY COMMISSION EXPIRES SEPT 18, 2009

This instrument was acknowledged before me on 05/09/2006 by Brenda L. Chilcott.

Notary Public

Grantee:

Date 15 May, 2006

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 15, 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

© Central Oregon Irrigation District 2006

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

March 30, 2005
Title Number : 075121
Title Officer : DEBBY DAVIDSON
Fee : $150.00

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

Lot Three (3) of Block Three (3) of VIEW ACRES, City of Redmond, Deschutes County, Oregon. EXCEPTING the Westerly 140.00 feet thereof.

Legal OK

and dated as of March 18, 2005 at 7:30 a.m.

We find that the last deed of record runs to:

MICHAEL R. CHILCOTT AND BRENDA L. CHILCOTT
as tenants by the entirety

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $81,700.00
   Dated: February 24, 1999
   Recorded: March 3, 1999
   Volume/Page: 1999/10666, Deschutes County Records
   Grantor: Michael R. Chilcott & Brenda L. Chilcott
   Trustee: AmeriTitle
   Beneficiary: FT Mortgage Companies D/B/A Premier Mortgage Resources

   The beneficial interest under said Deed of Trust was assigned of record by instrument
   Dated: July 3, 2000
   Recorded: August 15, 2000
   Volume-Page: 2000-32521, Deschutes County Records
   Assigned to: Chase Mortgage Company, an Oregon Corporation

Need Copy

reconveyed fully. See 2008-17565 4/21/08

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

NONE

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

I 10544 MP 113

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 20DB 04900
Account No. [redacted]

NOTE: The 2004-2005 Taxes: $1,347.45, Paid in full.

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

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

AmeriTitle

By: _____
Debby Davidson, Title Examiner
DD:cl

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

15-13-20 D · CS10324

CS10324

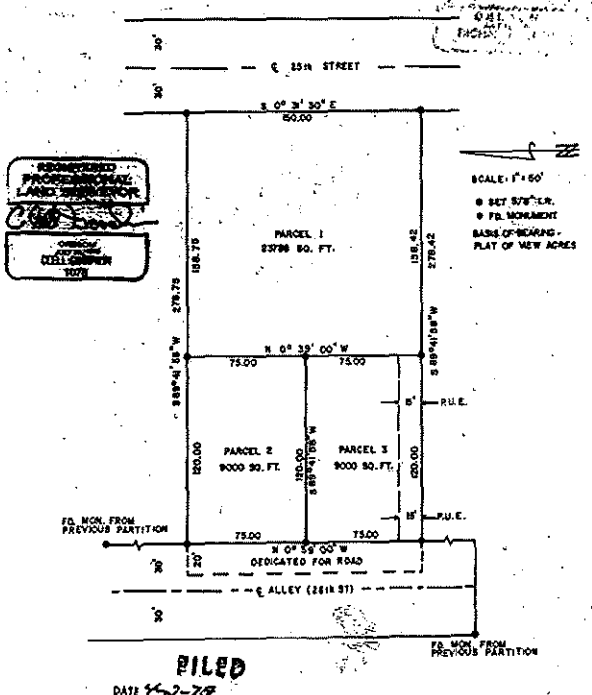
LAND PARTITION FOR WALLACE McCALL
OF LOT 5, BLOCK 3, VIEW ACRES
IN REDMOND, OREGON

MARCH 13, 1978

PREPARED BY
NORTHWEST SURVEYS
907 W. HIGHLAND
REDMOND, OREGON

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
DEC. 1, 1978

PARTITION NO. RMP 71-24



SCALE: 1" = 50'

● SET 5/8" I.R.
⊙ FD. MONUMENT
BASIS OF BEARING - PLAT OF VIEW ACRES

FILED

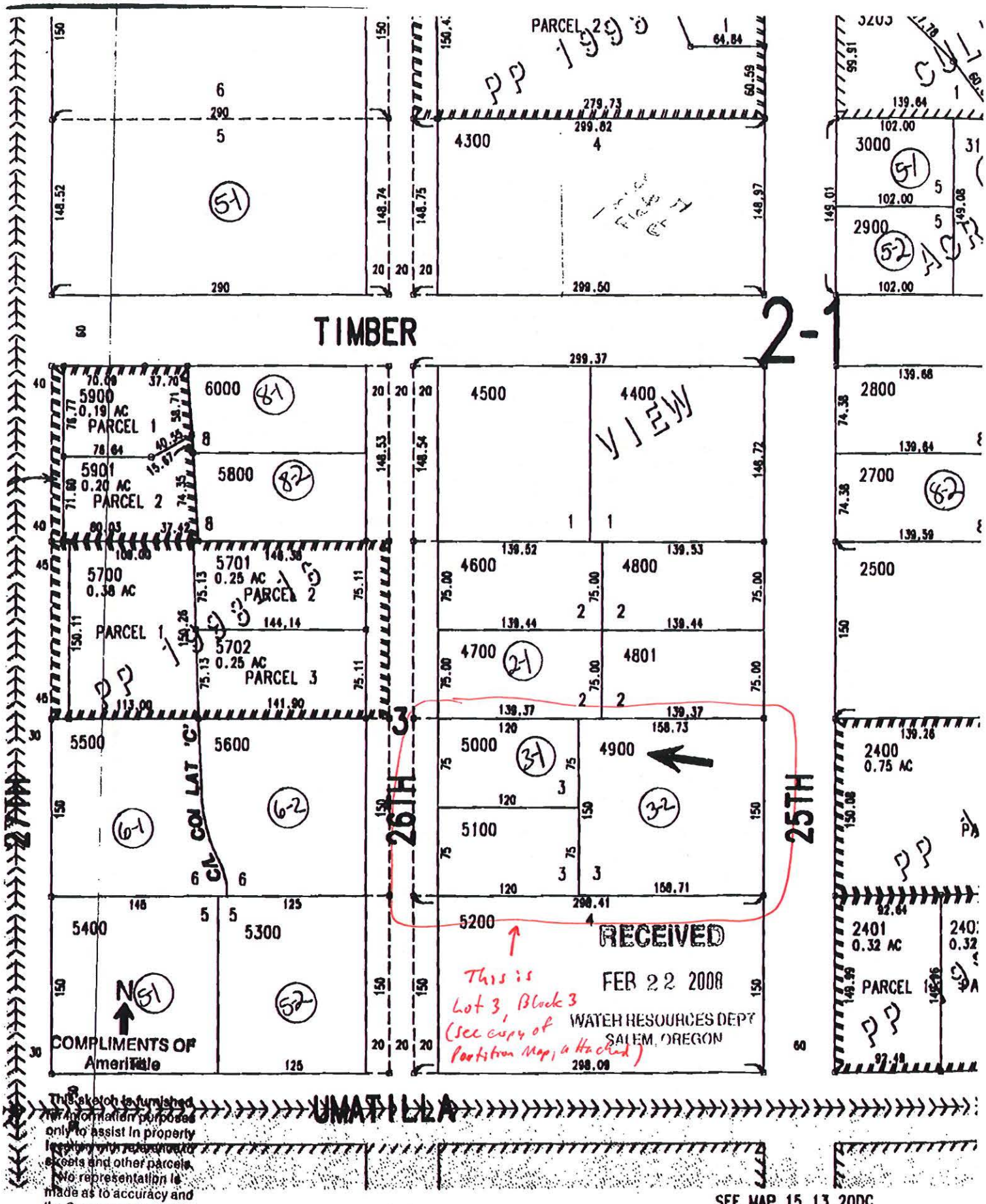
DATE 5-2-78

DESCHUTES COUNTY SURVEYOR

CITY MANAGER

SUPT. OF PUBLIC WORKS

CS10324



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

T 10544 MP 113

18108.40 99-10665-1

WARRANTY DEED

MICHAEL A. COOLEY and LEE L. COOLEY, as tenants by the entirety, Grantor(s) hereby grant, bargain, sell, warrant and convey to: MICHAEL R. CHILCOTT and BRENDA L. CHILCOTT, as tenants by the entirety, Grantee(s) and grantee's heirs, successors and assigns the following described real property, free of encumbrances except as specifically set forth herein in the County of DESCHUTES and State of Oregon, to wit:

Lot Three (3) of Block Three (3) of VIEW ACRES, City of Redmond, Deschutes County, Oregon. EXCEPTING the Westerly 140.00 feet thereof.

TAX ACCOUNT NO.: [redacted]

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

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

The true and actual consideration for this conveyance is $ 86,000.00.

Until a change is requested, all tax statements shall be sent to Grantee at the following address: P.O. BOX 7736, BEND, OR 97708

Dated this 26th day of Feb., 1999

Michael A. Cooley
MICHAEL A. COOLEY

Lee L. Cooley
LEE L. COOLEY

STATE OF Oregon
COUNTY OF Deschutes ss. Feb. 2 19 ____

Personally appeared the above named Michael A. Cooley and Lee L Cooley

and acknowledged the foregoing instrument to be their voluntary act.

Before me:
Donna M. Robinson
Notary Public for OR
My commission expires 7-7-2000

OFFICIAL SEAL
DONNA M. ROBINSON
NOTARY PUBLIC - OREGON
COMMISSION NO. 054421
MY COMMISSION EXPIRES JULY 7, 2000
(seal)

ESCROW NO. RD018108RR

Return to:
MICHAEL R. CHILCOTT
P.O. BOX 7736
BEND, OR 97708

After recording return to
Amerititle
15 OREGON AVENUE, BEND

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

1 10544 MP 113

2000-32521-1

when recorded return to:
Nationwide Title Clearing
101 N. Brand #1800
Glendale, CA 91203
FHELC:16564015
CMC: 907055460
INV#: FNMA 1672250157
Pool: 491759

CORPORATE ASSIGNMENT OF DEED OF TRUST

FOR GOOD AND VALUABLE CONSIDERATION,
the sufficiency of which is hereby acknowledged, the undersigned,
FIRST HORIZON HOME LOAN CORPORATION FKA FT MORTGAGE COMPANIES,
a Kansas Corporation, whose address is 10741 King William Drive,
Dallas, TX 75220, (assignor),
by these presents does convey, grant, sell, assign, transfer and
set over the described deed of trust together with the certain
note(s) described therein together with all interest secured thereby,
all liens, and any rights due or to become due thereon to
CHASE MORTGAGE COMPANY, an Ohio Corporation,
whose address is 3415 Vision Drive, Columbus, OH 43219,
its successors or assigns, (assignee).
Said Deed of Trust dated 02/24/99 and executed by
MICHAEL R CHILCOTT & BRENDA L CHILCOTT
to FT MORTGAGE COMPANIES DBA PREMIER MORTGAGE RESOURCES
and recorded in Book 1999 page 10666 as Instr#
in the office of the Recorder of DESCHUTES County, Oregon.

Dated: 07/03/00
FIRST HORIZON HOME LOAN CORPORATION FKA
FT MORTGAGE COMPANIES DBA PREMIER MORTGAGE RESOURCES

BY: _____
JORGE TUCUX
VICE PRESIDENT

STATE OF CALIFORNIA COUNTY OF LOS ANGELES
I hereby certify that I know or have satisfactory evidence that
JORGE TUCUX is the person who appeared before me,
and said person acknowledged that he signed this instrument, on oath
stated that he is authorized to execute the instrument and acknowledged
it as the VICE PRESIDENT of
FIRST HORIZON HOME LOAN CORPORATION FKA
FT MORTGAGE COMPANIES DBA PREMIER MORTGAGE RESOURCES
to be the free and voluntary act of such party for the uses and
purposes mentioned in this instrument.
this 3rd day of July, 2000

M. EASH
COMM. # 1211647
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
COMM. EXP. MARCH 19, 2003

_____
M. EASH Notary Public
My commission expires: 03/19/2003
document prepared by:
D.Colon/NTC,101 N. Brand #1800, Glendale, CA 91203 (800)346-9152

FHORC RK 187RK

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

1 10544 MP 113

VOL: 2000 PAGE: 32521
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES

*2000-32521 * Vol-Page Printed: 08/15/2000 11:44:03

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Aug. 15, 2000; 11:41 a.m.

RECEIPT NO: 24688

DOCUMENT TYPE: Deed of Trust Assignment

FEE PAID: $31.00

NUMBER OF PAGES: 1

Mary Sue Penhollow

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Deschutes County Clerks Office Recording System Web Query

1300 NW Wall St., Suite 200, • Bend, Oregon 97701 • P:541.388.6549 • F:541.383.4424

Search Results (Showing 1 to 2 of 2)

Back Forward Help?

Return to Search

1999-010666 PDF TIF	DOC TYPE: Deed of Trust / Mortgage CONSIDERATION: $81,700 DATE REC: 3/3/1999 2:36:55 PM	
DIRECT: CHILCOTT, MICHAEL R DIRECT: CHILCOTT, BRENDA L		INDIRECT: FT MORTGAGE COMPANIES INDIRECT: PREMIER MORTGAGE RESOURCES
SUBDIVISION: VIEW ACRES LOT: 3 BLOCK: 3		

1999-010665 PDF TIF	DOC TYPE: Deed CONSIDERATION: $86,000 DATE REC: 3/3/1999 2:36:55 PM	
DIRECT: COOLEY, MICHAEL A DIRECT: COOLEY, LEE L		INDIRECT: CHILCOTT, MICHAEL R INDIRECT: CHILCOTT, BRENDA L
SUBDIVISION: VIEW ACRES LOT: 3 BLOCK: 3 TWN: 15 RNG: 13 SEC: 20 QQ: DB PARCEL: 049		

Return To Search

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section		Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW	SW	901	30.20
#2	15	S	13	E	WM	30	NW	SE	600	7.55
#3	15	S	13	E	WM	17	NW	NW	1302	6.70
#3	15	S	13	E	WM	17	NW	NW	1304	2.0
#3	15	S	13	E	WM	17	NW	NW	1306	1.0
#3	15	S	13	E	WM	17	NW	NW	1307	4.0
#3	15	S	13	E	WM	17	NW	NW	1308	1.0
#4	15	S	13	E	WM	08	SE	SW	100	7.12
#4	15	S	13	E	WM	08	SE	SW	200	9.50
#5	15	S	13	E	WM	20	NW	NW	201	4.40
#6	15	S	13	E	WM	10	SW	NW	500	5.40

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

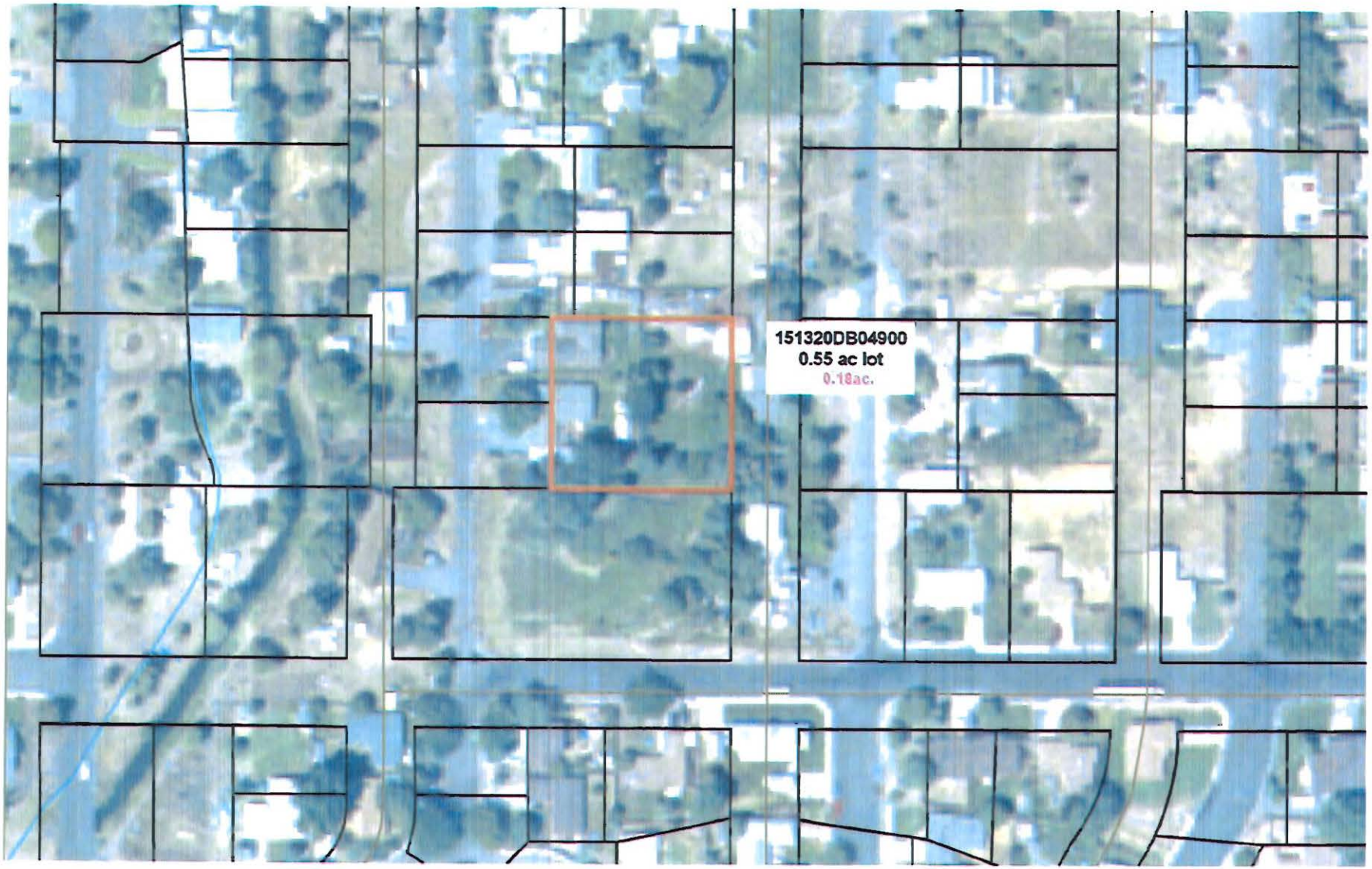
Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010



CENTRAL OREGON IRRIGATION DISTRICT

Beneficial Use
151320 NWSE
TL 4900

0 25 50 100 Feet

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Legend
TAXLOTS OF INTEREST
IRRIGATED

N

Aerial Photo # 14-30
Provided by Bend Mapping and Blueprint
Date of Photography: July 22, 2004

T 10544 MP 113

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2008-17565

$36.00

00810174200800175650010011 04/21/2008 03:57:45 PM

M-AST Cnt=2 Stn=1 BN
$5.00 $5.00 $11.00 $10.00 $5.00

207777

WHEN RECORDED, MAIL TO:
CHASE MANHATTAN MORTGAGE CORP
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683
L#: CHAS6 8475619 0907055460

SUBSTITUTION OF TRUSTEE and FULL RECONVEYANCE

WHEREAS, MICHAEL R. CHILCOTT AND BRENDA L. CHILCOTT was the original Trustor, **AMERITITLE** was the original Trustee, and **FT MORTGAGE COMPANIES, D/B/A PREMIER MORTGAGE RESOURCES** was the original Beneficiary under that certain Deed of Trust dated 02/24/1999 in DESCHUTES County, Oregon, under Doc # or Book 1999 Page 10666 recorded on 03/03/1999 .

WHEREAS, the undersigned as present Beneficiary, having received full payment on said Deed of Trust and debt and desiring to substitute a new Trustee under said Deed of Trust in place and stead of said original Trustee thereunder. NOW, THEREFORE, the undersigned hereby substitutes **HENRY L. BAUER**, as Trustee under said Deed of Trust and directs the said HENRY L. BAUER to reconvey, without warranty, to the parties entitled thereto the estate now held by him under said Deed of Trust.

Dated: 04/08/2008
CHASE HOME FINANCE LLC SUCCESSOR BY MERGER TO CHASE MANHATTAN MORTGAGE CORPORATION SUCCESSOR BY MERGER WITH CHASE MORTGAGE COMPANY

BY:_____
CRYSTAL MOORE VICE PRESIDENT

STATE OF FLORIDA COUNTY OF PINELLAS
This instrument was acknowledged before me on 04/08/2008 by CRYSTAL MOORE as VICE PRESIDENT of CHASE HOME FINANCE LLC SUCCESSOR BY MERGER TO CHASE MANHATTAN MORTGAGE CORPORATION SUCCESSOR BY MERGER WITH CHASE MORTGAGE COMPANY

_____
BRYAN J. BLY
Notary Public/Commission expires 07/01/2011

Bryan J. Bly
Notary Public, State of Florida
Commission # DD 691055
Expires July 01, 2011
Bonded Through National Notary Assn.

HENRY L. BAUER, hereby accepts the foregoing appointment as Trustee under said Deed of Trust and as successor Trustee, pursuant to a written request of the present Beneficiary and in accordance with the provisions of said Deed of Trust, DOES HEREBY CONVEY to the person or persons legally entitled thereto, without warranty, the estate, title and interest now held by the undersigned in and to the premises more fully described in said Deed of Trust.

BY:_____, as Trustee Dated: APR 15 2008
HENRY L. BAUER

STATE OF OREGON COUNTY OF MULTNOMAH
This instrument was acknowledged before me
on APR 15 2008 by HENRY L. BAUER

_____
Notary Public

OFFICIAL SEAL
LOVEJOY SCHELL
NOTARY PUBLIC-OREGON
COMMISSION NO. 422208
MY COMMISSION EXPIRES OCTOBER 10, 2011

CHAS6 8475619 @ PRIME AZE1786988

RD 87230 CR 36

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2006-39248

$35.00

08/08/2006 02:53:01 PM

D-D Cnt=1 Stn=3 PAM
$10.00 $11.00 $10.00 $5.00

COPY

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

MAIL TAX STATEMENT
TO: NO CHANGE

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

N

Grantor, Samuel E. Blackwell, Jr., releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 0.25 acres of COID water rights that are appurtenant to the lands listed in Exhibit A, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-21 SW NW 200, and more particularly described as in Exhibit A, attached, and incorporated by this reference.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 0.25 acres of water rights incurred.

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

Consideration for this Quitclaim: $250.00

15-13-21
SW NW
T.L. 200

Grantor:

_____ Date 5-25-06
Samuel E. Blackwell Jr.

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 25, 2006 by Samuel E. Blackwell Jr.

OFFICIAL SEAL
CYNTHIA A ZOLLNER
NOTARY PUBLIC-OREGON
COMMISSION NO. 399177
MY COMMISSION EXPIRES NOV. 11, 2009

Cynthia A. Zollner
Notary Public

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Grantee:

Priscilla Ross Date 5/12/06
Priscilla Ross CPA, Business Manager Central Oregon Irrigation District

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 12, 2006 by Priscilla Ross as Business Manager for Central Oregon Irrigation District.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

Justin Clark
Notary Public

Central Oregon Irrigation District 2006

After recording, return to
AmeriTitle
15 OREGON AVENUE, BEND

T 10544 MP 113

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land lying in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE1/4SW1/4NW1/4) Section Twenty-one (21), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the West Quarter corner of said Section 21; thence North 0°03' West along the West line of said Section 21, 661.50 feet; thence North 89°54' East along the South line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW1/4SW1/4NW1/4) of said Section 21, 662.34 feet; thence South 0°06'28" East along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4SW1/4NW1/4) 261.49 feet; thence South 89°56'28" East 453.87 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence North 29°52' East along said right of way line, 337.91 feet to the true point of beginning for this description; thence South 89°54' West 103.41 feet; thence North 0°06' West 130.00 feet; thence North 89°54' East 112.50 feet; thence South 0°10'51" East 113.92 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence South 29°52' West along said right of way line, 18.52 feet to the true point of beginning:

TL 200

EXCEPTING THEREFROM that portion lying within South Canal Boulevard.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

August 16, 2005
Title Number : 080210
Title Officer : TERRI ALLEN
Fee : $150.00

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

See Attached Exhibit "A"

and dated as of August 5, 2005 at 7:30 a.m.

We find that the last deed of record runs to:

SAMUEL E. BLACKWELL, JR.

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $130,900.00
   Dated: December 20, 2004
   Recorded: December 27, 2004
   Volume-Page: 2004-76995, Deschutes County Records
   Grantor: Samuel E. Blackwell, Jr.
   Trustee: Western Title
   Beneficiary: Columbia River Bank Mortgage Team

   The beneficial interest under said Deed of Trust was assigned of record by instrument
   Recorded: January 21, 2005
   Volume-Page: 2005-03602, Deschutes County Records
   Assigned to: Countrywide Document Custody Services, a division of Treasury Bank, N.A.

Need Copy

OK - included w/ packet

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

1. Judgment in the State Circuit Court, County of Deschutes, for the amount herein stated and any other amounts due.
   Creditor: Cindy M. Blackwell
   Debtor: Samuel E. Blackwell, Jr.
   Amount: $700.00 per month child support
   Entered: May 20, 1997
   Case No.: 95D00733MS

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

1 10544 MP 113

100 BEST

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 21BC 00200
Account No. [redacted]

NOTE: The 2004-2005 Taxes: $1,711.86, Paid in full.

1. The 2005-2006 Taxes: A lien not yet due or payable.

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

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

AmeriTitle

By: _____
Terri Allen, Title Officer
TA:kg

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

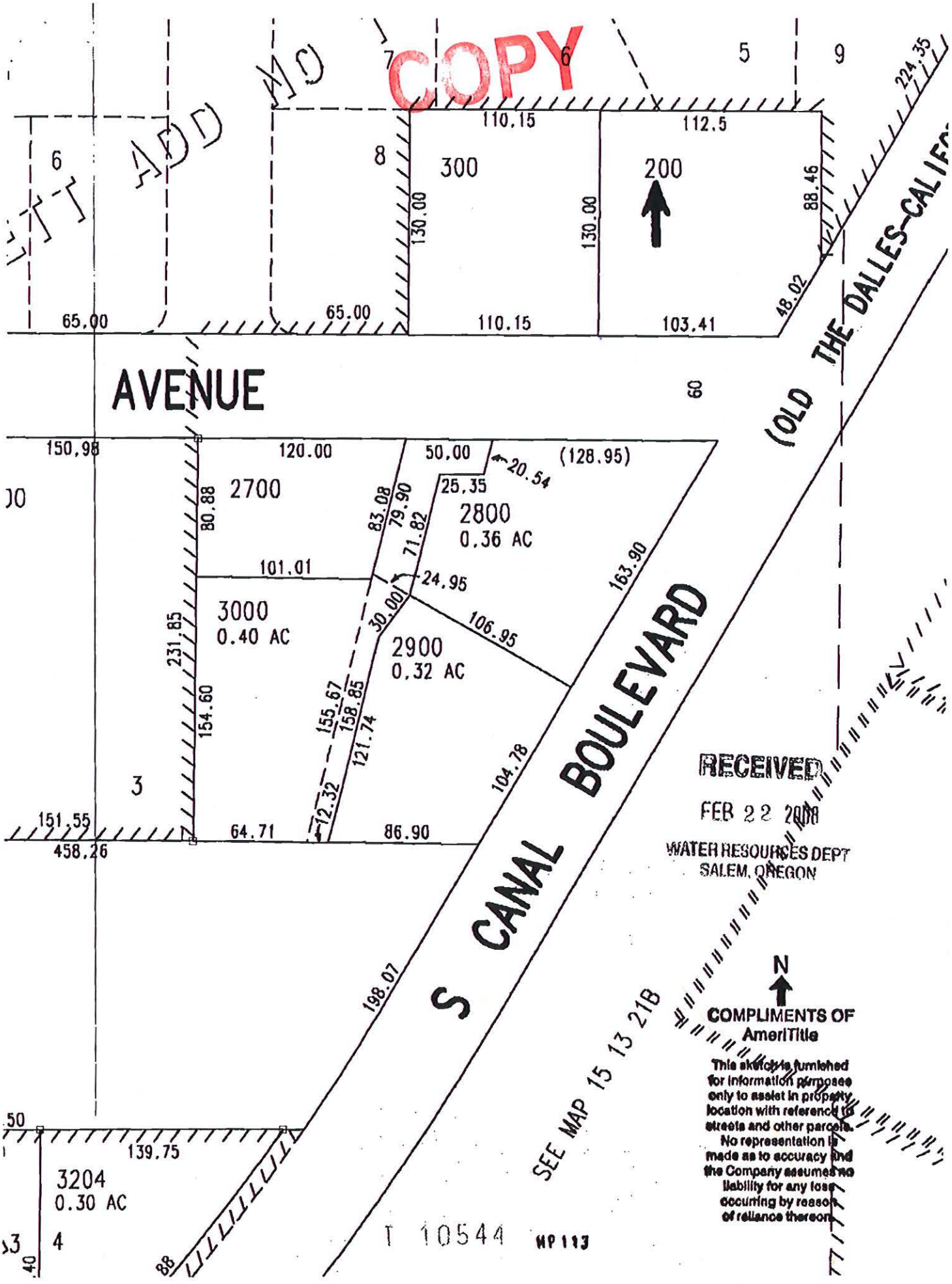

COPY
ADD MO
AVENUE
S CANAL BOULEVARD
(OLD THE DALLES-CALIF
300
200
2700
2800
0.36 AC
3000
0.40 AC
2900
0.32 AC
3204
0.30 AC
SEE MAP 15 13 21B
RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON
N
COMPLIMENTS OF
AmeriTitle
This sketch is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
T 10544
MP 113

EXHIBIT "A"
LEGAL DESCRIPTION

Section Twenty-one (21): A tract of land lying in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE1/4SW1/4NW1/4) described as follows:

Beginning at the West Quarter corner of said Section 21; thence North 0°03' West along the West line of said Section 21, 661.50 feet; thence North 89°54' East along the South line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW1/4SW1/4NW1/4) of said Section 21, 662.34 feet; thence South 0°06'28" East along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4SW1/4NW1/4) 261.49 feet; thence South 89°56'28" East 453.87 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence North 29°52' East along said right of way line, 337.91 feet to the true point of beginning for this description; thence South 89°54' West 103.41 feet; thence North 0°06' West 130.00 feet; thence North 89°54' East 112.50 feet; thence South 0°10'51" East 113.92 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence South 29°52' West along said right of way line, 18.52 feet to the true point of beginning:

EXCEPTING THEREFROM that portion lying within South Canal Boulevard.

TL 200

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

RECEIVED
22 2008
WATER RESOURCES DEPT
SALEM, OREGON

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2004-61675

$61.00

10/14/2004 02:10:09 PM

D-D Cnt=1 Stn=4 TRACY
$15.00 $11.00 $10.00 $5.00 $20.00

3/3

RECORDED BY:
WESTERN TITLE & ESCROW CO.
10-028990

After recording return to:
SAMUEL E. BLACKWELL, JR
20430 ROGERS RD
BEND, OR 97701

41

Until a change is requested all tax statements shall be sent to the following address:
SAMUEL E. BLACKWELL, JR
20430 ROGERS RD
BEND, OR 97701

WARRANTY DEED -- STATUTORY FORM

TIMOTHY G. BRYAN and KATHY J. BRYAN, Grantor,

conveys and warrants to

SAMUEL E. BLACKWELL, JR., Grantee,

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

PARCEL I:

In Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon:
Section 21: A tract of land lying in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE1/4 SW1/4 NW1/4), described as follows: Beginning at the West Quarter corner of said Section 21; thence North 00°03' West along the West line of said Section 21, 661.50 feet; thence North 89°54' East along the South line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW1/4 SW1/4 NW1/4) of said Section 21, 662.34 feet; thence South 00°06'28" East along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4 SW1/4 NW1/4) 261.49 feet; thence South 89°56'28" East, 453.87 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence North 29°52' East along said right of way line, 337.91 feet to the true point of beginning for this description; thence South 89°54' West 103.41 feet; thence North 00°06' West 130.00 feet; thence North 89°54' East 112.50 feet; thence South 00°10'51" East, 113.92 feet to a point on the Westerly right of way line of the old Dalles-California Highway; thence South 29°52' West along said right of way line, 18.52 feet to the true point of beginning. EXCEPTING THEREFROM that portion lying within South Canal Boulevard. PARCEL II: In Township 15 South Range 13 East of the Willamette Meridian, Deschutes County, Oregon: Section 21; A tract of land lying in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE 1/4 SW 1/4 NW 1/4), described as follows: Beginning at the West Quarter corner of said Section 21; thence North 00°1103' West along the West line of said Section 21, 661.50 feet; thence North 89°1154' East along the South line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW 1/4 SW 1/4 NW 1/4) of said Section 21, 662.34 feet; thence South 00°1106'28" East along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE 1/4 SW 1/4 NW 1/4) 261.49 feet; thence South 89°1156'28" East, 453.87 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence North 29°1152' East along said right of way line, 337.91 feet; thence South 89°1154' West 103.41 feet to the true point of beginning; thence North 00°1106' West 130.00 feet; thence South 89°1154' West 110.15 feet; thence South 00°1106' East, 130.00 feet; thence North 89°1154' East 110.15 feet to the true point of beginning. PARCEL III: In Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon: Section 21: A tract of land lying in the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4 SW1/4 NW1/4), described as follows: Beginning at the West Quarter corner of Section 21; thence North 00°03' West along the West line of said Section 21, 661.50 feet; thence North 89°54' East along the South line of the Northwest Quarter of the Southwest quarter of the Northwest Quarter (NW1/4 SW1/4 NW1/4)

TL 200

TL 300

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

After recording return to:
10/13/04

of said Section 21, 662.34 feet; thence South 00°06'28" East, along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4 SW1/4 NW1/4) 261.49 feet; thence South 89°56'28" East, 453.87 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence North 29°52' East, along said right of way line 104.72 feet to the true point of beginning; thence continuing North 29°52' East along the said right of way line, 163.90 feet; thence South 89°54' West 178.95 feet; thence South 13°06'40" West, 79.90 feet; thence South 61°00' East 132.01 feet to the true point of beginning. EXCEPTING THEREFROM: A tract of land located in the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4 SW1/4 NW1/4) of Section 21, Township 15 South, Range 13 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows: Commencing at the West Quarter corner of said Section 21; thence along the Westerly line of said Section 21, North 00°03'00" West 661.50 feet; thence leaving said Westerly line and along the Southerly line Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW1/4 SW1/4 NW1/4) of said Section 21, North 89°54'00" East 662.34 feet; thence leaving said Southerly line and along the Westerly line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4 SW1/4 NW1/4) of said Section 21, South 00°26'28" East 261.49 feet; thence leaving said Westerly line South 89°56'28" East 354.53 feet; thence North 13°06'40" East 158.85 feet to the true point of beginning; thence North 13°06'40" East 79.90 feet to a point on the Southerly right of way line of S.W. Reindeer Avenue; thence along said Southerly line North 89°54'00" East 50.00 feet; thence leaving said Southerly line South 13°06'40" West 20.54 feet; thence South 89°54'00" West 25.35 feet; thence South 13°06'40" West 71.82 feet; thence North 61°00'00" West 24.95 feet to the point of beginning and terminus of this description PARCEL IV: In Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon: Section 21: A tract of land lying in the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE 1/4 SW 1/4 NW 1/4), described as follows: Beginning at the West Quarter (W 1/4) corner of said Section 21; thence North 00°1103' West, along the West line of said Section 21, 661.50 feet; thence North 89°1154' East, along the south line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW 1/4 SW 1/4 NW 1/4) of said Section 21, 662.34 feet; thence South 00°1106'28" East, along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE 1/4 SW 1/4 NW 1/4), 261.49 feet; thence South 89°1156'28" East, 354.53 feet to the true point of beginning for this description; thence continuing South 89°1156'28" East, 99.34 feet to a point on the Westerly right-of-way line of the Old Dalles-California Highway; thence North 29°1152' East along said right-of-way line, 104.72 feet; thence North 61°1100' West, 132.01 feet; thence South 13°1106'40" West, 158.85 feet to the true point of beginning. EXCEPTING THEREFROM: A tract of land located in the Southeast Quarter of the Southwest Quarter of the Northwest Quarter of (SE 1/4 SW 1/4 NW 1/4) Section 21, Township 15 South, Range 13 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows: Commencing at the West Quarter corner of said Section 21; thence along the Westerly line of said Section 21, North 00°1103'00" West 661.50 feet; thence leaving said Westerly line and along the Southerly line Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW 1/4 SW 1/4 NW 1/4) of said Section 21, North 89°1154'00" East 662.34 feet; thence leaving said Southerly line and along the Westerly line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE 1/4 SW 1/4 NW 1/4) of said Section 21, South 00°1126'28" East 261.49 feet; thence leaving said Westerly line South 89°1156'28" East 354.53 feet; thence North 13°1106'40" East 158.85 feet to the true point of beginning; thence South 61°1100'00" East 24.95 feet; thence South 36°1141'21" West 30.00 feet; thence South 13°1106'40" West 121.74 feet; thence North 89°1156'28" West 12.32 feet; thence North 13°1106'40" East 158.85 feet to the true point of beginning and terminus of this description.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

Tax Account No(s): [redacted]
Map/Tax Lot No(s): 15-13-21-BC-00200 15-13-21-BC-00300 15-13-21-BC-02800 15-13-21-BC-02900

RECEIVED
22 2008
WATER RESOURCES DEPT
SALEM OREGON

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

The true consideration for this conveyance is $600,000.00 .

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT

RD 87231 CZ 36

COPY

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-39253

$36.00

06/06/2006 02:53:01 PM

D-D Cnt=1 Stn=3 PAM
$10.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

N

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Samuel E. Blackwell, Jr., releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 0.25 acres of COID water rights that are appurtenant to the lands listed in Exhibit A, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-21 SW NW 300, and more particularly described as in Exhibit A, attached, and incorporated by this reference.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 0.25 acres of water rights incurred.

This agreement is binding upon the heirs, executors, administrators, successors, and permitted assig
agreement.

15-13-21
SW NW
T.L. 300

Consideration for this Quitclaim: $250.00

Grantor:

Samuel E. Blackwell Jr. Date 5-25-06

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 25, 2006 by Samuel E. Blackwell Jr.

OFFICIAL SEAL
CYNTHIA A ZOLLNER
NOTARY PUBLIC-OREGON
COMMISSION NO. 399177
MY COMMISSION EXPIRES NOV. 11, 2009

Cynthia A. Zollner
Notary Public

Grantee:

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

Priscilla Ross Date 5/12/06
Priscilla Ross CPA, Business Manager Central Oregon Irrigation District

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 12, 2006 by Priscilla Ross as Business Manager for Central Oregon Irrigation District.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

Leslie Clark
Notary Public

Central Oregon Irrigation District 2006

After recording, return to
AmeriTitle
15 OREGON AVENUE, BEND

1 10544 MP 113

After recording return to:
10/13/04

IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this 13 day of October, 2004.

Timothy G. Bryan
TIMOTHY G. BRYAN

Kathy J. Bryan
KATHY J. BRYAN

STATE OF OREGON, COUNTY OF DESCHUTES) SS.

This instrument was acknowledged before me on October 13, 2004 by TIMOTHY G. BRYAN and KATHY J. BRYAN.

Lori D. Welsh
(Notary Public for Oregon)
My commission expires 9/28/05

OFFICIAL SEAL
LORI D WELSH
NOTARY PUBLIC-OREGON
COMMISSION NO. 347412
MY COMMISSION EXPIRES SEP. 28, 2005

TITLE NO. 10-0289904
ESCROW NO. 10-0289904

OFFICIAL SEAL
LORI D WELSH
NOTARY PUBLIC-OREGON
COMMISSION NO. 347412
MY COMMISSION EXPIRES SEP. 28, 2005

RECEIVED
FEB 22 2000
WATER RESOURCES DEPT
SALEM OREGON

T 10544

COPY

AmeriTitle
Part of the WFG Family

IRRIGATION DISTRICT REPORT

CENTRAL OREGON IRRIGATION DISTRICT
2598 N HWY 97
REDMOND, OR 97756

Attn: LESLIE CLARK

August 18, 2005
Title Number : 080213
Title Officer : DEBBY DAVIDSON
Fee : $150.00

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

See Attached Exhibit "A"

and dated as of August 5, 2005 at 7:30 a.m.

We find that the last deed of record runs to:

SAMUEL E. BLACKWELL, JR.

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $130,900.00
   Dated: December 20, 2004
   Recorded: December 27, 2004
   Volume-Page: 2004-76996, Deschutes County Records
   Grantor: Samuel E. Blackwell, Jr.
   Trustee: Western Title
   Beneficiary: Columbia River Bank Mortgage Team

   The beneficial interest under said Deed of Trust was assigned of record by instrument
   Recorded: January 21, 2005
   Volume-Page: 2005-03600, Deschutes County Records
   Assigned to: Countrywide Document Custody Services, a division of Treasury Bank,

Need copy

OK - included w/packet

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

1. Judgment in the State Circuit Court, County of Deschutes, for the amount herein stated and any other amounts due.
   Creditor: Cindy M. Blackwell
   Debtor: Samuel E. Blackwell, Jr.
   Amount: $700.00 per month child support
   Entered: May 20, 1997
   Case No.: 95D00733MS

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

EXHIBIT "A"
LEGAL DESCRIPTION

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

Section Twenty-one (21):

A tract of land lying in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE1/4SW1/4NW1/4), described as follows:

Beginning at the West Quarter corner of said Section 21; thence North 00°1103' West along the West line of said Section 21, 661.50 feet; thence North 89°1154' East along the South line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW1/4SW1/4NW1/4) of said Section 21, 662.34 feet; thence South 00°1106'28" East along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4SW1/4NW1/4) 261.49 feet; thence South 89°1156'28" East, 453.87 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence North 29°1152' East along said right of way line, 337.91 feet; thence South 89°1154' West, 103.41 feet to the true point of beginning; thence North 00°1106' West, 130.00 feet; thence South 89°1154' West, 110.15 feet; thence South 00°1106' East, 130.00 feet; thence North 89°1154' East, 110.15 feet to the true point of beginning.

TL 300

15-13-21 BC 300

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 21BC 00300
Account No [redacted]

NOTE: The 2004-2005 Taxes: $1,712.04, Paid in full.

1. The 2005-2006 Taxes: A lien not yet due or payable.

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

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

AmeriTitle

By: _____
Debby Davidson, Title Examiner
DD:kg

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

EXHIBIT "A"
LEGAL DESCRIPTION

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

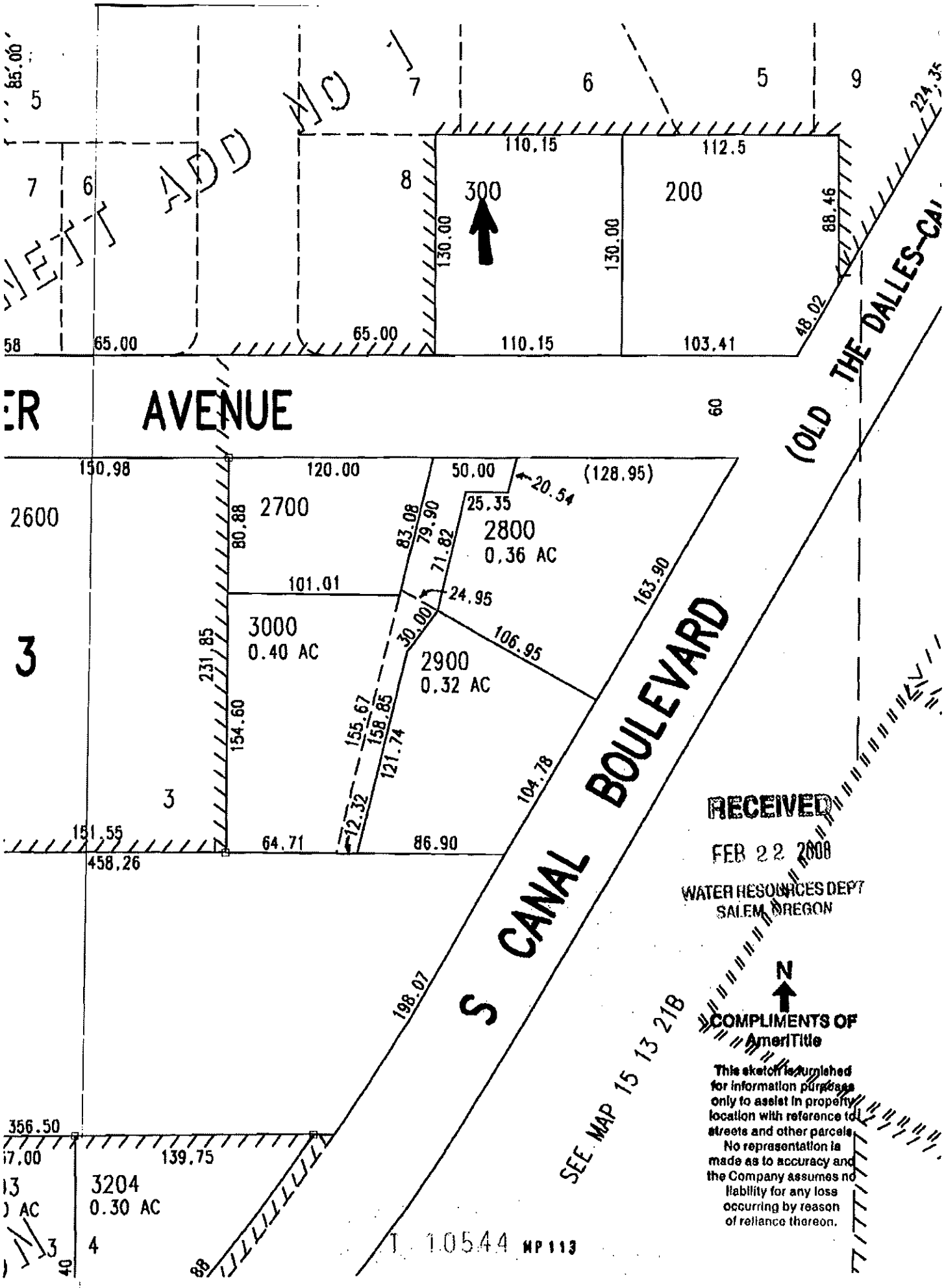
Section Twenty-one (21):

A tract of land lying in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE1/4SW1/4NW1/4), described as follows:

Beginning at the West Quarter corner of said Section 21; thence North 00°1103' West along the West line of said Section 21, 661.50 feet; thence North 89°1154' East along the South line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW1/4SW1/4NW1/4) of said Section 21, 662.34 feet; thence South 00°1106'28" East along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4SW1/4NW1/4) 261.49 feet; thence South 89°1156'28" East, 453.87 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence North 29°1152' East along said right of way line, 337.91 feet; thence South 89°1154' West, 103.41 feet to the true point of beginning; thence North 00°1106' West, 130.00 feet; thence South 89°1154' West, 110.15 feet; thence South 00°1106' East, 130.00 feet; thence North 89°1154' East, 110.15 feet to the true point of beginning.

TL 300

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON


AVENUE
S CANAL BOULEVARD
(OLD THE DALLES-CA
2600
2700
2800
0.36 AC
3000
0.40 AC
2900
0.32 AC
3204
0.30 AC
300
200
3
4
150.98
120.00
50.00
(128.95)
20.54
25.35
80.88
83.08
79.90
71.82
101.01
24.95
30.00
106.95
163.90
231.85
154.60
155.67
158.85
121.74
12.32
104.78
198.07
151.55
64.71
86.90
458.26
356.50
139.75
110.15
112.5
130.00
88.46
48.02
65.00
103.41
224.3
RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON
N
COMPLIMENTS OF
AmeriTitle
This sketch is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
SEE MAP 15 13 21B
T 10544 MP 113

CENTRAL OREGON IRRIGATION DISTRICT
1055 S.W. LAKE COURT
REDMOND, OR 97756
(541) 548-8388

ESCROW INSTRUCTIONS

May 12, 2006

AmeriTitle - Redmond
Attn: Cindy

RE: Samuel Blackwell Jr
15-13-21 SW NW 200, 300, 2800

Cindy,

Thank you for assisting us with the removal of water right from the above described properties. These properties have a total of 0.85 acres of appurtenant water right which the property owner, Samuel Blackwell Jr. had agreed to sell to Central Oregon Irrigation District. I have made numerous attempts to obtain consent from his lender, Countrywide to remove these waters right but have had no success. I am required by our Board of Directors to obtain consent to remove these water rights from any lien holders reported to us or show evidence that the debts have been satisfied. Our records indicate Mr. Blackwell has three separate loans with Countrywide recorded with the Deschutes County Clerk; #2005-03599 (tax lot 2800); #2005-03600 (tax lot 300); #2005-03602 (tax lot 200).

Through these instructions, I am asking AmeriTitle to notify the District when these debts have been paid in full. As part of your closing, please have Mr. Blackwell sign the attached Quitclaim Deeds, granting the total 0.85 acres of water right to the District. Please record these Deeds on behalf of the District before the sale of the lands is recorded. The District will issue a check for payment for the water right upon notification that the Quitclaim Deeds have been signed.

Please contact me before the close of escrow if you have any questions. I appreciate your assistance.

Sincerely,

Leslie Clark
Water Transfer Specialist

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2004-61675

$61.00

10/14/2004 02:10:09 PM

D-D Cnt=1 Stn=4 TRACY
$15.00 $11.00 $10.00 $5.00 $20.00

3/3

RECORDED BY:
WESTERN TITLE & ESCROW CO.
10-0289904

After recording return to:
SAMUEL E. BLACKWELL, JR
20430 ROGERS RD
BEND, OR 97701

Duplicate of what was provided with TL 200

41'

Until a change is requested all tax statements shall be sent to the following address:
SAMUEL E. BLACKWELL, JR
20430 ROGERS RD
BEND, OR 97701

WARRANTY DEED -- STATUTORY FORM

TIMOTHY G. BRYAN and KATHY J. BRYAN, Grantor,

conveys and warrants to

SAMUEL E. BLACKWELL, JR., Grantee,

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

PARCEL I:

In Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon:
Section 21: A tract of land lying in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE1/4 SW1/4 NW1/4), described as follows: Beginning at the West Quarter corner of said Section 21; thence North 00°03' West along the West line of said Section 21, 661.50 feet; thence North 89°54' East along the South line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW1/4 SW1/4 NW1/4) of said Section 21, 662.34 feet; thence South 00°06'28" East along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4 SW1/4 NW1/4) 261.49 feet; thence South 89°56'28" East, 453.87 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence North 29°52' East along said right of way line, 337.91 feet to the true point of beginning for this description; thence South 89°54' West 103.41 feet; thence North 00°06' West 130.00 feet; thence North 89°54' East 112.50 feet; thence South 00°10'51" East, 113.92 feet to a point on the Westerly right of way line of the old Dalles-California Highway; thence South 29°52' West along said right of way line, 18.52 feet to the true point of beginning. EXCEPTING THEREFROM that portion lying within South Canal Boulevard. PARCEL II: In Township 15 South Range 13 East of the Willamette Meridian, Deschutes County, Oregon: Section 21; A tract of land lying in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE 1/4 SW 1/4 NW 1/4), described as follows: Beginning at the West Quarter corner of said Section 21; thence North 00°1103' West along the West line of said Section 21, 661.50 feet; thence North 89°1154' East along the South line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW 1/4 SW 1/4 NW 1/4) of said Section 21, 662.34 feet; thence South 00°1106'28" East along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE 1/4 SW 1/4 NW 1/4) 261.49 feet; thence South 89°1156'28" East, 453.87 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence North 29°1152' East along said right of way line, 337.91 feet; thence South 89°1154' West 103.41 feet to the true point of beginning; thence North 00°1106' West 130.00 feet; thence South 89°1154' West 110.15 feet; thence South 00°1106' East, 130.00 feet; thence North 89°1154' East 110.15 feet to the true point of beginning. PARCEL III: In Township 15 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon: Section 21: A tract of land lying in the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4 SW1/4 NW1/4), described as follows: Beginning at the West Quarter corner of Section 21; thence North 00°03' West along the West line of said Section 21, 661.50 feet; thence North 89°54' East along the South line of the Northwest Quarter of the Southwest quarter of the Northwest Quarter (NW1/4 SW1/4 NW1/4)

TL 200

TL 300

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

1 10544 MP 113

After recording return to:
10/13/04

of said Section 21, 662.34 feet; thence South 00°06'28" East, along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4 SW1/4 NW1/4) 261.49 feet; thence South 89°56'28" East, 453.87 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence North 29°52' East, along said right of way line 104.72 feet to the true point of beginning; thence continuing North 29°52' East along the said right of way line, 163.90 feet; thence South 89°54' West 178.95 feet; thence South 13°06'40" West, 79.90 feet; thence South 61°00' East 132.01 feet to the true point of beginning. EXCEPTING THEREFROM: A tract of land located in the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4 SW1/4 NW1/4) of Section 21, Township 15 South, Range 13 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows: Commencing at the West Quarter corner of said Section 21; thence along the Westerly line of said Section 21, North 00°03'00" West 661.50 feet; thence leaving said Westerly line and along the Southerly line Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW1/4 SW1/4 NW1/4) of said Section 21, North 89°54'00" East 662.34 feet; thence leaving said Southerly line and along the Westerly line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE1/4 SW1/4 NW1/4) of said Section 21, South 00°26'28" East 261.49 feet; thence leaving said Westerly line South 89°56'28" East 354.53 feet; thence North 13°06'40" East 158.85 feet to the true point of beginning; thence North 13°06'40" East 79.90 feet to a point on the Southerly right of way line of S.W. Reindeer Avenue; thence along said Southerly line North 89°54'00" East 50.00 feet; thence leaving said Southerly line South 13°06'40" West 20.54 feet; thence South 89°54'00" West 25.35 feet; thence South 13°06'40" West 71.82 feet; thence North 61°00'00" West 24.95 feet to the point of beginning and terminus of this description PARCEL IV: In Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon: Section 21: A tract of land lying in the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE 1/4 SW 1/4 NW 1/4), described as follows: Beginning at the West Quarter (W 1/4) corner of said Section 21; thence North 00°1103' West, along the West line of said Section 21, 661.50 feet; thence North 89°1154' East, along the south line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW 1/4 SW 1/4 NW 1/4) of said Section 21, 662.34 feet; thence South 00°1106'28" East, along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE 1/4 SW 1/4 NW 1/4), 261.49 feet; thence South 89°1156'28" East, 354.53 feet to the true point of beginning for this description; thence continuing South 89°1156'28" East, 99.34 feet to a point on the Westerly right-of-way line of the Old Dalles-California Highway; thence North 29°1152' East along said right-of-way line, 104.72 feet; thence North 61°1100' West, 132.01 feet; thence South 13°1106'40" West, 158.85 feet to the true point of beginning. EXCEPTING THEREFROM: A tract of land located in the Southeast Quarter of the Southwest Quarter of the Northwest Quarter of (SE 1/4 SW 1/4 NW 1/4) Section 21, Township 15 South, Range 13 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows: Commencing at the West Quarter corner of said Section 21; thence along the Westerly line of said Section 21, North 00°1103'00" West 661.50 feet; thence leaving said Westerly line and along the Southerly line Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW 1/4 SW 1/4 NW 1/4) of said Section 21, North 89°1154'00" East 662.34 feet; thence leaving said Southerly line and along the Westerly line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE 1/4 SW 1/4 NW 1/4) of said Section 21, South 00°1126'28" East 261.69 feet; thence leaving said Westerly line South 89°1156'28" East 354.53 feet; thence North 13°1106'40" East 158.85 feet to the true point of beginning; thence South 61°1100'00" East 24.95 feet; thence South 36°1141'21" West 30.00 feet; thence South 13°1106'40" West 121.74 feet; thence North 89°1156'28" West 12.32 feet; thence North 13°1106'40" East 158.85 feet to the true point of beginning and terminus of this description.

Tax Account No(s): 156857 156858 156861 156863
Map/Tax Lot No(s): 15-13-21-BC-00200 15-13-21-BC-00300 15-13-21-BC-02800 15-13-21-BC-02900

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

The true consideration for this conveyance is $600,000.00 .

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

After recording return to:
10/13/04

IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this 13 day of October, 2004.

Timothy G. Bryan
TIMOTHY G. BRYAN

Kathy J. Bryan
KATHY J. BRYAN

STATE OF OREGON, COUNTY OF DESCHUTES) SS.

This instrument was acknowledged before me on October 13, 2004 by TIMOTHY G. BRYAN and KATHY J. BRYAN.

Lori D. Welsh
(Notary Public for Oregon)
My commission expires 9/28/05

OFFICIAL SEAL
LORI D WELSH
NOTARY PUBLIC-OREGON
COMMISSION NO. 347412
MY COMMISSION EXPIRES SEP. 28, 2005

OFFICIAL SEAL
LORI D WELSH
NOTARY PUBLIC-OREGON
COMMISSION NO. 347412
MY COMMISSION EXPIRES SEP. 28, 2005

TITLE NO. 10-0289904
ESCROW NO. 10-0289904

RECEIVED
FEB 22 2006
WATER RESOURCES DEPT
SALEM, OREGON

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2004-75006
$116.00
12/27/2004 02:04:41 PM
M-DT Cnt=1 Stn=3 PAM
$80.00 $11.00 $10.00 $15.00

18/18

After Recording Return To:
COLUMBIA RIVER BANK MORTGAGE TEAM
1701 NE 3RD STREET SUITE B
BEND, OREGON 97701
Loan Number: 1400039

RECORDED BY:
WESTERN TITLE & ESCROW CO.
12-01105804

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated DECEMBER 20, 2004, together with all Riders to this document.
(B) "Borrower" is SAMUEL E. BLACKWELL, JR

Borrower is the trustor under this Security Instrument.
(C) "Lender" is COLUMBIA RIVER BANK MORTGAGE TEAM

Lender is a OREGON BANKING CORPORATION organized and existing under the laws of OREGON
Lender's address is 1701 NE 3RD STREET SUITE B, BEND, OREGON 97701

Lender is the beneficiary under this Security Instrument.
(D) "Trustee" is WESTERN TITLE & ESCROW
153 SW FIFTH, REDMOND, OREGON 97701
(E) "Note" means the promissory note signed by Borrower and dated DECEMBER 20, 2004
The Note states that Borrower owes Lender ONE HUNDRED THIRTY THOUSAND NINE HUNDRED AND 00/100 Dollars (U.S. $ 130,900.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 1, 2035.
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

Borrower Initials: _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

1 10544
MP 113

which currently has the address of 1555 SW REINDEER AVE.
[Street]
REDMOND , Oregon 97756 ("Property Address"):
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may

Borrower Initials: _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

T 10544 MP 113

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Other(s) [specify]
☒ 1-4 Family Rider	☐ Biweekly Payment Rider	

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

Does not specifically list water rights

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of DESCHUTES :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N. #: 156858, CODE 2-001

Borrower Initials: _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the

Borrower Initials: _____

RECEIVED
FEB 22 2000
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

MP 113

Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties,

Borrower Initials: _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

1 10544

MP 113

retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action

Borrower Initials: _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

1 10544

MP 113

under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

Borrower Initials: _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

Borrower Initials: _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

T 10544

MP 113

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

Borrower Initials: _____ _____ _____ _____ _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

Borrower Initials: _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth

Borrower Initials: _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Attorneys' Fees. As used in this Security Instrument and in the Note, attorneys' fees shall include those awarded by an appellate court.

26. Protective Advances. This Security Instrument secures any advances Lender, at its discretion, may make under Section 9 of this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.

27. Required Evidence of Property Insurance.

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by Applicable Law.

Borrower Initials: _____ _____ _____ _____ _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

X _____ (Seal)
SAMUEL E. BLACKWELL, JR -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Witness:

_____

Witness:

_____

RECEIVED
FEB 22 2006
WATER RESOURCES DEPT
SALEM OREGON

1 10544 MP 113

Loan Number: 1400039

Date: DECEMBER 20, 2004

Property Address: 1555 SW REINDEER AVE., REDMOND, OREGON 97756

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "A"

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

Section 21; A tract of land lying in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE ¼ SW ¼ NW ¼), described as follows: Beginning at the West Quarter corner of said Section 21; thence North 00°03' West along the West line of said Section 21, 661.50 feet; thence North 89°54' East along the South line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW ¼ SW ¼ NW ¼) of said Section 21, 662.34 feet; thence South 00°06'28" East along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE ¼ SW ¼ NW ¼) 261.49 feet; thence South 89°56'28" East, 453.87 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence North 29°52' East along said right of way line, 337.91 feet; thence South 89°54' West 103.41 feet to the true point of beginning; thence North 00°06' West 130.00 feet; thence South 89°54' West 110.15 feet; thence South 00°06' East, 130.00 feet; thence North 89°54' East 110.15 feet to the true point of beginning.

TL 300 only

A.P.N. # : 156858, CODE 2-001

DocMagic eForms 800.649.1362
www.docmagic.com

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

T 10544 MP 113

[Space Below This Line For Acknowledgment]

State of Oregon
County of DESCHUTES

This instrument was acknowledged before me on 12.23.04
by SAMUEL E. BLACKWELL, JR



(Seal)

Nancy Flood
Notary Public - State of Oregon

My commission expires 09.27.06

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

1 10544

MP 113

Loan Number: 1400039

1-4 FAMILY RIDER
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 20th day of DECEMBER, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to COLUMBIA RIVER BANK MORTGAGE TEAM, AN OREGON BANKING CORPORATION
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1555 SW REINDEER AVE., REDMOND, OREGON 97756
(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

Borrower Initials: _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Borrower Initials: _____

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

1 10544 MP 113

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. **CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

SAMUEL E. BLACKWELL, JR -Borrower (Seal)

_____ -Borrower (Seal)

_____ -Borrower (Seal)

_____ -Borrower (Seal)

_____ -Borrower (Seal)

_____ -Borrower (Seal)

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

MP113

36

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2005-03600

$38.00

01/21/2005 10:41:35 AM

M-DTRS Cnt=1 Stn=2 PAT
$10.00 $11.00 $10.00 $5.00

WHEN RECORDED, MAIL TO:
COLUMBIA RIVER BANK MORTGAGE TEAM
1701 NE 3RD STREET SUITE B
BEND, OREGON 97701

Order No.
Escrow No.
Loan No. 1400039

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Deed of Trust

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to COUNTRYWIDE DOCUMENT CUSTODY SERVICES, A DIVISION OF TREASURY BANK, N.A., 1800 TAPO CANYON RD., SIMI VALLEY, CA 93063 all beneficial interest under that certain Deed of Trust dated DECEMBER 20, 2004 executed by SAMUEL E. BLACKWELL, JR , Trustor, to WESTERN TITLE & ESCROW , Trustee, and recorded as Instrument No. 2004-76996 on 12-27-04 in book , page , of Official Records in the County Recorder's office of DESCHUTES County, OREGON , describing land therein as: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N. #: 156858, CODE 2-001

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

STATE OF OREGON
COUNTY OF DESCHUTES ss.

On Dec. 30, 2004 before me, Duane Erickson
personally appeared Greg Pool

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

WITNESS my hand and official seal.

Signature

(This area for official notarial seal)

COLUMBIA RIVER BANK MORTGAGE TEAM

Greg Pool, Vice President

OFFICIAL SEAL
DUANE ERICKSON
NOTARY PUBLIC- OREGON
COMMISSION NO. 380759
MY COMMISSION EXPIRES MAY 13, 2008

OREGON CORPORATION ASSIGNMENT OF DEED OF TRUST

DocMagic eForms 800-649-1362
www.docmagic.com

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

T 10544 MP 113

RECEIVED
FEB 22 2006
WATER RESOURCES DEPT
SALEM OREGON

Loan Number: 1400039

Date: DECEMBER 20, 2004

Property Address: 1555 SW REINDEER AVE., REDMOND, OREGON 97756

EXHIBIT "A"

LEGAL DESCRIPTION

SEE PRELIM
A.P.N. #: 156858, CODE 2-001

EXHIBIT "A"

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

Section 21; A tract of land lying in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE ¼ SW ¼ NW ¼), described as follows: Beginning at the West Quarter corner of said Section 21; thence North 00°03' West along the West line of said Section 21, 661.50 feet; thence North 89°54' East along the South line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW ¼ SW ¼ NW ¼) of said Section 21, 662.34 feet; thence South 00°06'28" East along the West line of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE ¼ SW ¼ NW ¼) 261.49 feet; thence South 89°56'28" East, 453.87 feet to a point on the Westerly right of way line of the Old Dalles-California Highway; thence North 29°52' East along said right of way line, 337.91 feet; thence South 89°54' West 103.41 feet to the true point of beginning; thence North 00°06' West 130.00 feet; thence South 89°54' West 110.15 feet; thence South 00°06' East, 130.00 feet; thence North 89°54' East 110.15 feet to the true point of beginning.

TL 300 only

DocMagic eVision 800.649.1362
www.docmagic.com

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

T 10544 MP 113

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

1 10544 MP 113

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

MP 113

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2000
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (IHB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

MP 113

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

Thank You

April 18, 2007

Gen Hubert
Deschutes Water Exchange Mitigation Bank
P.O. Box 1560
Bend, OR 97701

Dear Gen:

Thank you for participating in the Short-Term Instream Leasing Program and Deschutes Mitigation Credit Program. I want to express appreciation for your participation in these programs and cooperation in helping to improve streamflows for fish and aquatic life and to provide mitigation water to ground water users in the Deschutes Ground Water Study Area.

This instream lease has been approved and has been awarded mitigation credits

Enclosed is a copy of the final order approving the instream lease and mitigation credit project. If you have any questions, please call me at (503) 986-0884.

Sincerely,

Laura Snedaker
Field Services Division

c: Jeremy Giffin, Watermaster District 11
Laura Wolam, Central Oregon Irrigation District
file IL-807 / MP-98 CDID-07-03

RECEIVED
SEP 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

1 10544 MP 113

COPY

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Lease of Existing Water Rights for Instream Use and Preliminary and Final Award of Mitigation Credits, Certificates 76358, Crook and Deschutes Counties	)))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE & MITIGATION CREDIT PROJECT

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating instream lease applications.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Lessor
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes Water Exchange (DWE)
Mitigation Bank
P.O. Box 1560
Bend, Oregon 97709
gen@deschutesriver.org

Findings of Fact

1. On March 19, 2007, COID and the DWE Mitigation Bank filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number IL-807.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

2. The rights to be leased are as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 17.66 acres from Point of Diversion (POD) #1 and 55.78 acres from POD #11
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

T 10544 MP 113

Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

POD #1

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.221 CFS	0.294 CFS	0.388 CFS	
December 2, 1907			0.157 CFS	
Totals	0.221 CFS	0.294 CFS	0.545 CFS	175.01 AF

POD #2

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.697 CFS	0.930 CFS	1.227 CFS	
December 2, 1907			0.495 CFS	
Totals	0.697 CFS	0.930 CFS	1.722 CFS	552.78 AF

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.

Source: Deschutes River, tributary to the Columbia River

Authorized Place of Use:

Twp	Rng	Mer	Sec	Q-Q	POD	Tax Lot	Acres
14 S	13 E	WM	16	SW SE	11	2400	0.3
15 S	13 E	WM	4	NE NE	11	600	5.0
15 S	13 E	WM	4	SE SE	11	800	0.65
15 S	13 E	WM	4	SE SE	11	900	0.6
15 S	13 E	WM	4	SW SW	11	704	6.31
15 S	13 E	WM	8	SE SW	11	100	7.6
15 S	13 E	WM	8	SE SW	11	200	9.5
15 S	13 E	WM	8	SW SW	11	802	0.9
15 S	13 E	WM	8	SW SW	11	600	1.0
15 S	13 E	WM	8	SW SW	11	601	0.6
15 S	13 E	WM	8	SW SW	11	602	0.5
15 S	13 E	WM	8	SW SW	11	801	0.77
15 S	13 E	WM	8	SW SW	11	803	1.0
15 S	13 E	WM	8	SW SW	11	700	4.0
15 S	13 E	WM	8	SW SW	11	900	4.0
15 S	13 E	WM	9	SW NW	11	501	0.8
15 S	13 E	WM	18	SW SE	11	2802	3.74
15 S	13 E	WM	18	SW SE	11	2809	0.26
15 S	13 E	WM	20	NW NW	11	201	4.4
15 S	13 E	WM	21	SW NW	11	2800	0.35
15 S	13 E	WM	21	SW NW	11	200	0.25
15 S	13 E	WM	21	SW NW	11	300	0.25
15 S	13 E	WM	30	NW NW	11	902	3.0
17 S	12 E	WM	23	NE NE	1	106	6.8
17 S	12 E	WM	23	NW SW	1	1001	0.7
17 S	12 E	WM	26	NE SW	1	705	4.7
17 S	12 E	WM	28	NE SW	1	200	1.86
17 S	13 E	WM	31	NE SE	1	1100	3.0
17 S	14 E	WM	22	NE SE	1	801	0.2
18 S	13 E	WM	12	SE NW	1	501	0.4

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

1 10544 MP 113

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
18 S	11 E	WM	13	SW NE	Central Oregon Canal POD #1 – 1520 feet South & 1535 feet West from the NE corner of Section 13
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

3. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

4. The instream use is as follows:
Deschutes River tributary to the Columbia River

Instream Reach #1: From POD #1 to POD #11 (both as described in Finding of Fact #3)

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.121 Season 2: 0.162 Season 3: 0.300	96.26	April 1 – Oct. 26

Instream Reach #2: From POD #11 to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.505 Season 2: 0.673 Season 3: 1.247	400.28	April 1 – Oct. 26

5. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under Certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

The total volume protected instream shall not exceed 400.28 AF.

6. There is a supplemental water right, Certificate 76714, appurtenant to all or a portion of the lands described in Finding of Fact # 2. The Lessor and Lessee have requested that this water right not be included as part of this lease application. During the term of the lease, water use under this right will also be suspended.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new

injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

9. The lease application identifies the term of the lease as extending through 2011. However, the Lessee and Lessor have clarified that the term of this lease should only extend through 2007. Therefore, this lease will terminate on October 31, 2007.

Preliminary Award of Deschutes Basin Mitigation Credits

10. The Lessee, a mitigation bank chartered by the Water Resources Commission, has requested that the portion of the right to be protected instream be used to generate mitigation credits.

11. The Department assigned this mitigation credit project number MP-98.

12. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6). The Department also provided notice of the mitigation credit project to the Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, Oregon Parks and Recreation Department, Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2). Comments were received from Oregon Parks and Recreation Department. These comments identified that the proposed lease will contribute to flows necessary for recreation and aesthetic and scenic attraction.

13. No modifications were made to the lease based on the comments received.

14. The Department finds that 132.2 mitigation credits may be awarded to this mitigation credit project and assigned to the DWE Mitigation Bank. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the **General and Middle Deschutes Zones of Impact.**

15. The mitigation credits expire on December 31, 2007.

16. The use and maintenance of the mitigation credits is subject to the terms and conditions of the DWE Mitigation Bank Charter.

17. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of the Final Order approving the proposed instream lease shall result in completion of the project and verification that the project is complete.

No precedent is set by this Final Order as to the amount of mitigation credits that may be generated by a subsequent mitigation credit project.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON
10544
MP 113

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease conforms to the applicable provisions of OAR 690-077-0015.

This mitigation project results in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

ORDER

Therefore, it is ORDERED:

1. That the Lease as described herein is APPROVED.

2. The former place of use will no longer receive water as part of these rights, any supplemental rights or any other layered water rights for irrigation use, including ground water registrations, during the term of the lease.

3. The lease will terminate on October 31, 2007.

4. **Final Award of Deschutes Basin Mitigation Credits:** Issuance of this Final Order results in completion of the project and verification by the Department that the project is complete. The Department concludes that the mitigation credit project is awarded mitigation credits, as described above, pursuant to OAR 690-521-0400 and ORS 537.746. Mitigation Credits, in the amount of **132.2** credits, as described herein, are awarded to this mitigation project and assigned to the DWE Mitigation Bank. Mitigation Credits may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the **General and Middle Deschutes Zones of Impact.**

5. Mitigation credits are valid until used (or until they expire or are terminated) to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

6. The mitigation credits shall expire on December 31, 2007.

7. The use and maintenance of the mitigation credits shall be subject to the terms and conditions of the DWE Mitigation Bank Charter.

Dated at Salem, Oregon this 19th day of April 2007.

per Phillip C. Ward, Director

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Mailing date: APR 24 2007

10544 MP 113

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2004-76995
$116.00
00328154200400769950180180
12/27/2004 02:04:41 PM
M-DT Cnt=1 Stn=3 PAM
$80.00 $11.00 $10.00 $5.00

18
18

RECORDED BY:
WESTERN TITLE & ESCROW CO.
12-61105404

After Recording Return To:
COLUMBIA RIVER BANK MORTGAGE TEAM
1701 NE 3RD STREET SUITE B
BEND, OREGON 97701
Loan Number: 1400038

116

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated DECEMBER 20, 2004, together with all Riders to this document.
(B) "Borrower" is SAMUEL E. BLACKWELL, JR

Borrower is the trustor under this Security Instrument.
(C) "Lender" is COLUMBIA RIVER BANK MORTGAGE TEAM

Lender is a OREGON BANKING CORPORATION organized and existing under the laws of OREGON
Lender's address is 1701 NE 3RD STREET SUITE B, BEND, OREGON 97701

Lender is the beneficiary under this Security Instrument.
(D) "Trustee" is WESTERN TITLE
153 NW 5TH STREET, REDMOND, OREGON
(E) "Note" means the promissory note signed by Borrower and dated DECEMBER 20, 2004
The Note states that Borrower owes Lender ONE HUNDRED THIRTY THOUSAND NINE HUNDRED AND 00/100 Dollars (U.S. $ 130,900.00)
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 1, 2035
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

Borrower Initials: _____

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Other(s) [specify]
☒ 1-4 Family Rider	☐ Biweekly Payment Rider	

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY [Type of Recording Jurisdiction] of DESCHUTES [Name of Recording Jurisdiction] :

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N. #: 15-13-21-BC-00200

Borrower Initials: _____

which currently has the address of 1515 SW REINDEER AVE
[Street]
REDMOND , Oregon 97756 ("Property Address"):
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." W/R not listed

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may

Borrower Initials: _____ _____ _____ _____ _____

CENTRAL OREGON IRRIGATION DISTRICT

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-44103

$41.00

00474478200600441030030030

06/27/2006 10:38:58 AM

D-D Cnt=1 Stn=2 LADENE
$15.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

3

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, The DRT Living Trust, UTD August 31, 2005, David L. Noah and Rose M. Noah, Trustees, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands described as: Lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), and Twenty (20) in Block Two (2) of HILLMAN, Deschutes County, Oregon; release their claim and responsibility for 0.24 acres of COID water rights that are appurtenant to the described lands, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 14-13-16 SE SW 1101.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 0.24 acres of water rights incurred.

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

Consideration for this Quitclaim: $240.00

Deschutes Co. records indicate this should be Block 55.

Grantor:

David Noah Date 6/13/06

David L. Noah, Trustee of the DRT Living Trust

Rose Noah Date 6/13/06

Rose M. Noah, Trustee of the DRT Living Trust

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on June 13, 2006 by David L. Noah, Trustee of the DRT Living Trust.

OFFICIAL SEAL
TAMI APPLEGATE
NOTARY PUBLIC- OREGON
COMMISSION NO. 360356
MY COMMISSION EXPIRES AUG 13, 2006

Tami Applegate
Notary Public

T 10544 MP 113

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on June 13, 2006 by Rose M. Noah, Trustee of the DRT Living Trust.



Tami Applegate.
Notary Public

Grantee:

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

State of Oregon)
) ss.
County of Deschutes)

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

_____
Notary Public

RECEIVED
FEB 22 2006
WATER RESOURCES DEPT
SALEM, OREGON

© Central Oregon Irrigation District 2006

T 10544 MP 113

COPY

AmeriTitle
Part Of The FIDELITY National Family

IRRIGATION DISTRICT REPORT

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

Attn: LESLIE CLARK

May 24, 2006
Title Number : 090452
Title Officer : DEBBY DAVIDSON
Fee : $150.00

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

Lots Thirteen (13), Fourteen (14), Fifteen ~~(15),~~ Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), and Twenty (20) in Block Two (2) of HILLMAN, Deschutes County, Oregon.

Deschutes Co. Records indicate this should be Block 55

and dated as of May 16, 2006 at 7:30 a.m.

We find that the last deed of record runs to:

THE DRT LIVING TRUST, UTD AUGUST 31, 2005,
DAVID L. NOAH and ROSE M. NOAH, TRUSTEES

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.

Amount:	$38,000.00
Dated:	August 16, 1996
Recorded:	August 28, 1996
Book-Page:	420-2883, Deschutes County Records
Grantor:	David L. Noah and Rose L. Noah, husband and wife and Ruth Noah, unmarried
Trustee:	Fidelity National Title
Beneficiary:	Equity West Home Loan, Inc., a California corporation

Hard copy
Copy included

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

NONE

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

1 10544 MP 113

2005 100 BEST COMPANIES TO WORK FOR

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-012 Map and Tax Lot Number 14 13 16CD 01101
Account No. [redacted]

NOTE: The 2005-2006 Taxes: $615.44, Paid in full.

According to the Deschutes County Assessor's Roll, the subject property does not lie within any city limit.

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

AmeriTitle

By: _____
Debby Davidson, Title Examiner
DD:kw

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

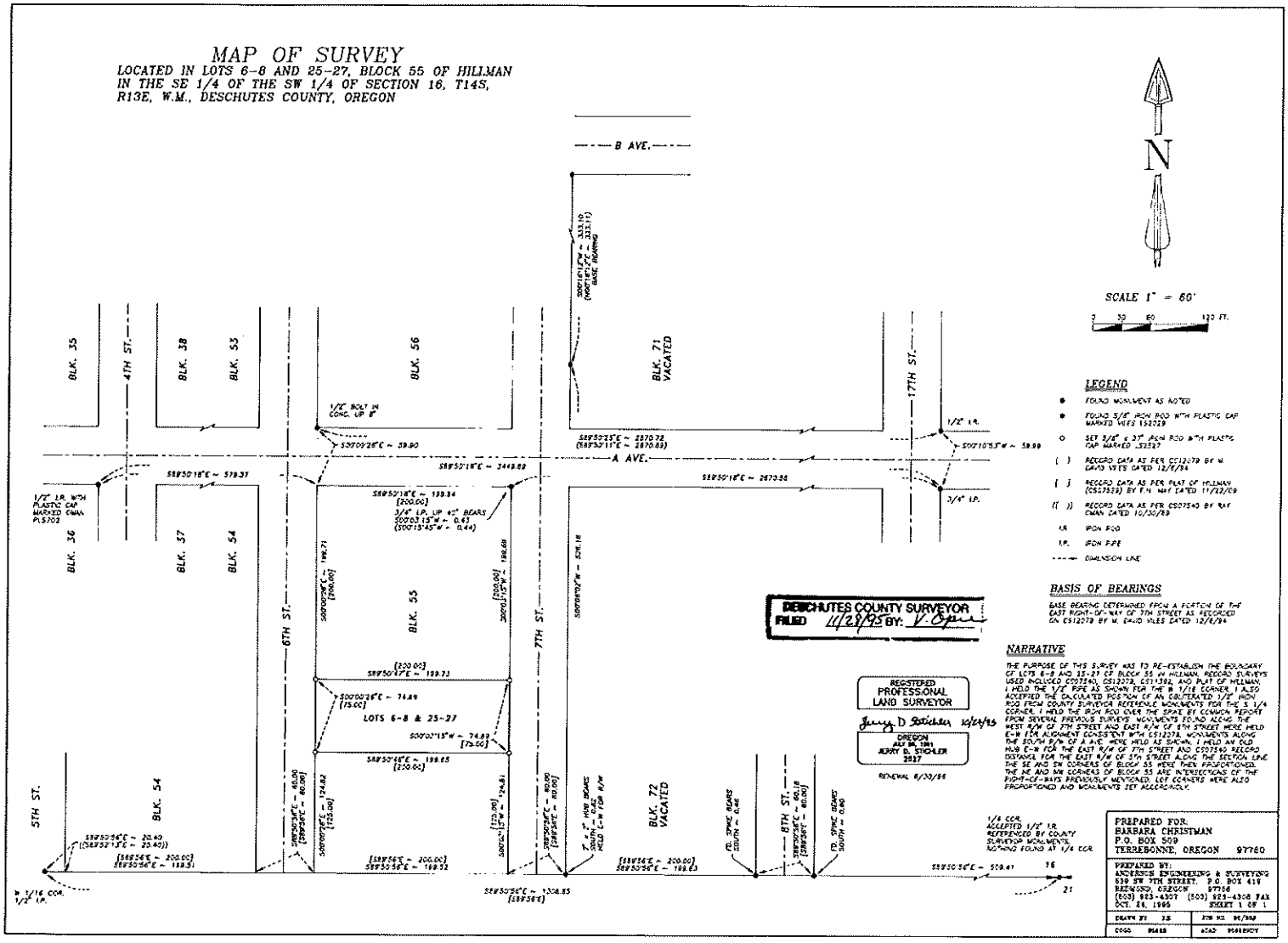
RECEIVED
22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

MAP OF SURVEY

LOCATED IN LOTS 6-8 AND 25-27, BLOCK 55 OF HILLMAN IN THE SE 1/4 OF THE SW 1/4 OF SECTION 16, T14S, R13E, W.M., DESCHUTES COUNTY, OREGON

CS12397



LEGEND

- ● FOUND MONUMENT AS NOTED
- ● FOUND 5/8" IRON ROD WITH PLASTIC CAP MARKED VIES 152029
- ○ SET 5/8" x 30" IRON ROD WITH PLASTIC CAP MARKED LS2527
- ( ) RECORD DATA AS PER CS12079 BY M. DAVID VIES DATED 12/8/94
- [ ] RECORD DATA AS PER PLAT OF HILLMAN (CS03528) BY T.H. MAY DATED 11/22/09
- (( )) RECORD DATA AS PER CS07540 BY RAY CHAN DATED 10/30/89
- I.R. IRON ROD
- I.P. IRON PIPE
- DIMENSION LINE

BASIS OF BEARINGS

BASE BEARING DETERMINED FROM A PORTION OF THE EAST RIGHT-OF-WAY OF 7TH STREET AS RECORDED ON CS12079 BY M. DAVID VIES DATED 12/8/94

DESCHUTES COUNTY SURVEYOR
FILED 11/28/95 BY: V. Spier

REGISTERED PROFESSIONAL LAND SURVEYOR
Jerry D Stichler 10/26/95
OREGON JULY 08, 1981 JERRY D. STICHLER 2527
RENEWAL 6/30/96

NARRATIVE

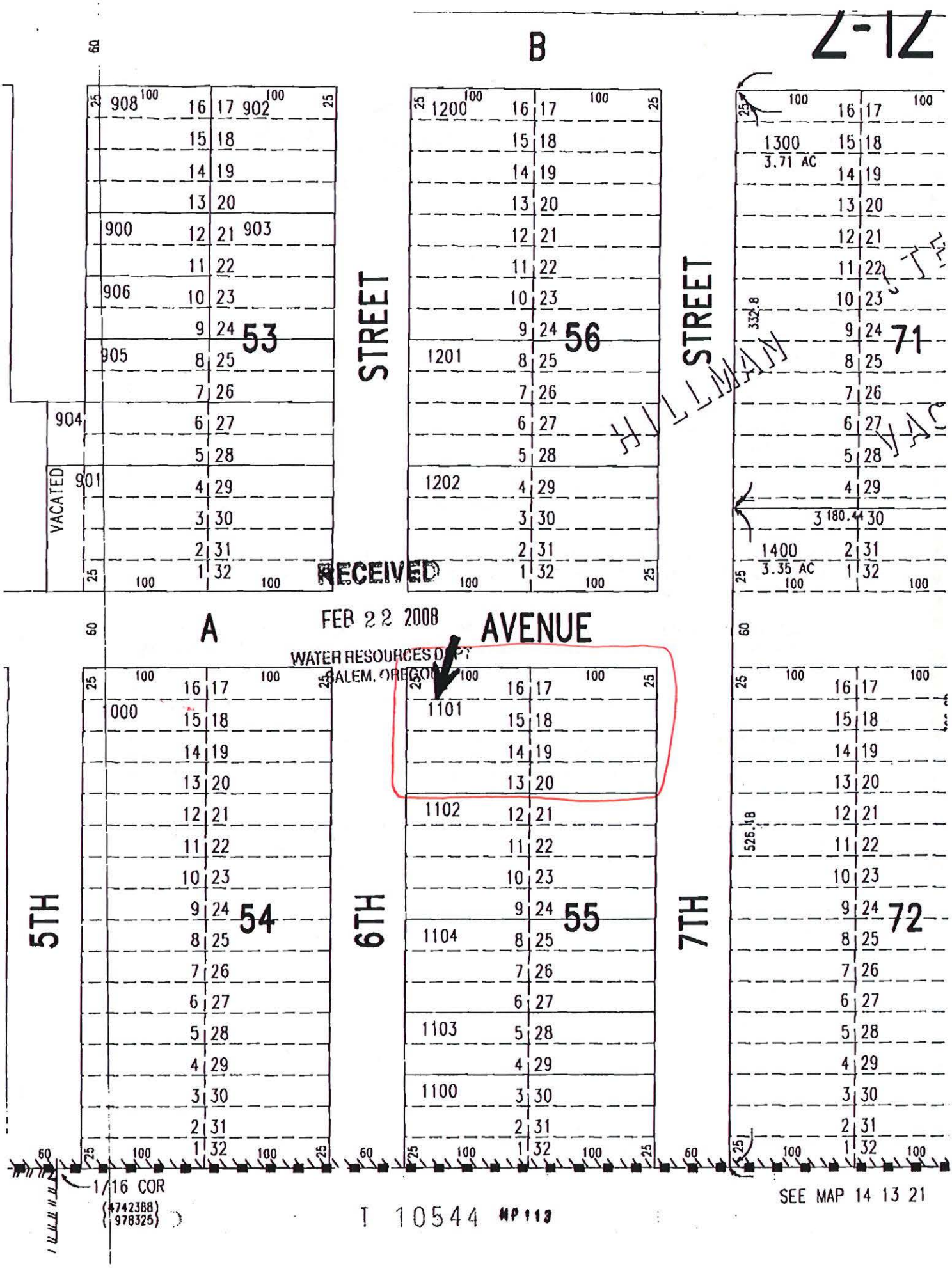
THE PURPOSE OF THIS SURVEY WAS TO RE-ESTABLISH THE BOUNDARY OF LOTS 6-8 AND 25-27 OF BLOCK 55 OF HILLMAN. RECORD SURVEYS USED INCLUDED CS07540, CS12078, CS11398, AND PLAT OF HILLMAN. I HELD THE 1/2" PIPE AS SHOWN FOR THE N 1/16 CORNER. I ALSO ACCEPTED THE CALCULATED POSITION OF AN OBLITERATED 1/2" IRON ROD FROM COUNTY SURVEYOR REFERENCE MONUMENTS FOR THE S 1/4 CORNER. I HELD THE IRON ROD OVER THE SPIKE BY COMMON REPORT FROM SEVERAL PREVIOUS SURVEYS. MONUMENTS FOUND ALONG THE WEST R/W OF 7TH STREET AND EAST R/W OF 8TH STREET WERE HELD E-W FOR ALIGNMENT CONSISTENT WITH CS12078. MONUMENTS ALONG THE SOUTH R/W OF A AVE. WERE HELD AS SHOWN. I HELD AN OLD HUB E-W FOR THE EAST R/W OF 7TH STREET AND CS07540 RECORD DISTANCE FOR THE EAST R/W OF 8TH STREET ALONG THE SECTION LINE. THE SE AND SW CORNERS OF BLOCK 55 WERE THEN PROPORTIONED. THE NE AND NW CORNERS OF BLOCK 55 ARE INTERSECTIONS OF THE RIGHT-OF-WAYS PREVIOUSLY MENTIONED. LOT CORNERS WERE ALSO PROPORTIONED AND MONUMENTS SET ACCURATELY.

PREPARED FOR:
BARBARA CHRISTMAN
P.O. BOX 509
TERREBONNE, OREGON 97760

PREPARED BY:
ANDERSON ENGINEERING & SURVEYING
630 SW 7TH STREET, P.O. BOX 419
REDMOND, OREGON 97756
(503) 923-4007 (503) 923-4008 FAX
OCT. 26, 1995 SHEET 1 OF 1

DRAWN BY	JS	JOB NO.	95/362
CODE	95362	DEED	95362DCV

CS12397


Z-12
B
A
STREET
STREET
AVENUE
5TH
6TH
7TH
908
902
900
903
906
905
904
VACATED
901
1200
1201
1202
1300
3.71 AC
1400
3.35 AC
1000
1101
1102
1104
1103
1100
53
56
71
54
55
72
RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON
1/16 COR
(#742388)
(978325)
T 10544 MP 113
SEE MAP 14 13 21

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2005-56679

$31.00

09/01/2005 08:31:32 AM

D-D Cnt=1 Stn=23 SUEBO
$5.00 $11.00 $10.00 $5.00

Grantor's Name and Address:
David L. Noah, Rose M. Noah and Ruth Noah
P.O. Box 94
Terrebonne, Oregon 97760
Grantee's Name and Address:
DRT Living Trust
David L. Noah and Rose M. Noah, Trustees
P.O. Box 94
Terrebonne, Oregon 97760

After recording, return to:
David & Rose Noah
P.O. Box 94
Terrebonne, Oregon 97760

Until requested otherwise, send all tax statements to: David & Rose Noah
P.O. Box 94, Terrebonne, Oregon 97760

SPACE RESERVED FOR RECORDER'S USE

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that DAVID L. NOAH AND ROSE M. NOAH, HUSBAND AND WIFE AND RUTH NOAH, AN UNMARRIED WOMAN, hereinafter called Grantors, without consideration, hereinafter releases and conveys to:

The DRT LIVING TRUST, UTD August 31, 2005, DAVID L. NOAH and ROSE M. NOAH, Trustees, hereinafter called Grantees, all right, title and interest in and to the following described real property situated in Deschutes County, Oregon, to-wit:

QC and ROI say Block 2

Lots Thirteen (13) through (20), in Block Fifty-five (55), of HILLMAN, Deschutes County, Oregon.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.930.

The true consideration for the conveyance is Grantor Trust Transfer.

DATED: August 31, 2005

David Lee Noah
DAVID L. NOAH

Rose M. Noah
ROSE M. NOAH

Ruth E. Noah P.O.A. D.M.
RUTH NOAH

STATE OF OREGON, County of Deschutes) ss.
This instrument was acknowledge before me on the 31 day of August, 2005.
By David Lee Noah, Rose M. Noah, & Ruth Noah.

Notary Public for Derek R. Hanna
My commission expires: 1/17/09

OFFICIAL SEAL
DEREK R HANNA
NOTARY PUBLIC-OREGON
COMMISSION NO. 388624
MY COMMISSION EXPIRES JAN. 17, 2009

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT.
SALEM, OREGON

10544 MP 113

420 • 2883

RECORD AND RETURN TO:

WALSH SECURITIES, INC.
4 CAMPUS DRIVE
PARSIPPANY, NJ 07054

PREPARED BY:

CAROLYNN CZACHOR

24970
After Recording Return to:
Key Title Company
102 NW Greenwood Ave.
P.O. Box 6178
Bend, Oregon 97708

96-31601

(Space Above This Line For Recording Data)

LOAN #: 620083

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on AUGUST 16, 1996 . The grantor is DAVID L. NOAH AND ROSE L. NOAH, HUSBAND AND WIFE AND RUTH NOAH, UNMARRIED

("Borrower").

The trustee is FIDELITY NATIONAL TITLE

("Trustee").

The beneficiary is EQUITY WEST HOME LOAN, INC., A CALIFORNIA CORPORATION which is organized and existing under the laws of THE STATE OF CALIFORNIA , and whose address is 17011 BEACH BLVD. # 1425, HUNTINGTON BEACH, CA 92647 ("Lender").

Borrower owes Lender the principal sum of THIRTY EIGHT THOUSAND AND NO/100********** Dollars (U. S. $ 38,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 1, 2026 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in DESCHUTES County, Oregon:

~~LEGAL DESCRIPTION ATTACHED HERETO~~

Described as follows:

Lots Thirteen (13) through Twenty (20), in Block Fifty-five, of HILLMAN, Deschutes County, Oregon

QC and ROLL say Block 2

RECEIVED

FEB 22 2008

WATER RESOURCES DEPT
SALEM, OREGON

which has the address of 8120 6TH STREET, (Street) TERREBONNE, (City)

Oregon 97760 (Zip Code) ("Property Address");

Does not specifically mention water rights

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

RECEIVED
FEB 22 2006
WATER RESOURCES DEPT
SALEM, OREGON

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

[X] Adjustable Rate Rider	[ ] Condominium Rider	[ ] 1-4 Family Rider
[ ] Graduated Payment Rider	[ ] Planned Unit Development Rider	[ ] Biweekly Payment Rider
[ ] Balloon Rider	[ ] Rate Improvement Rider	[ ] Second Home Rider
[X] Other(s) [specify] EXHIBIT A/MORTGAGE RIDER PREPAYMENT PENALTY RIDER		

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Georgeanna Duncan

David L Noah (Seal)
DAVID L. NOAH Borrower

Rose M. Noah (Seal)
ROSE M. NOAH Borrower

Ruth Noah (Seal)
RUTH NOAH Borrower

(Seal) Borrower

(Space below This Line For Acknowledgement)

STATE OF OREGON, County ss: Deschutes

On this 16TH day of AUGUST 1996, personally appeared the above named DAVID L. NOAH AND ROSE L. NOAH RUTH NOAH and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

My Commission expires: May 7, 2000

Before me: Georgeanna Duncan
Notary Public for Oregon

OFFICIAL SEAL
GEORGEANNA DUNCAN
NOTARY PUBLIC-OREGON
COMMISSION NO. 053829
MY COMMISSION EXPIRES MAY 7, 2000

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

420 • 2888

ADJUSTABLE RATE RIDER

(LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 16TH day of AUGUST , 1996 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to
EQUITY WEST HOME LOAN, INC.,
A CALIFORNIA CORPORATION
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

8120 6TH STREET
TERREBONNE, OREGON 97760
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.75 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of SEPTEMBER , 1998 , and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding
SIX AND THREE FOURTHS percentage points (6.75 %)
to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.75 % or less than 9.75 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than
ONE percentage point(s) (1.00 %)
from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 16.25 %.
MY INTEREST RATE WILL NEVER BE LESS THAN 9.75 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

RECEIVED
SEP 22 2008
WATER RESOURCES DEPT
OREGON

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

David L Noah (Seal)
DAVID L. NOAH Borrower

Rose M Noah (Seal)
ROSE M. NOAH Borrower

Ruth Noah (Seal)
RUTH NOAH Borrower

Georgeanna Duncan (Seal)
~~Borrower~~ Notary

OFFICIAL SEAL
GEORGEANNA DUNCAN
NOTARY PUBLIC-OREGON
COMMISSION NO. 053629
MY COMMISSION EXPIRES MAY 7, 2000

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

MULTISTATE PREPAYMENT PENALTY MORTGAGE RIDER

LOAN# 620083 420 - 2890

This PREPAYMENT PENALTY MORTGAGE RIDER is made this 16TH day of AUGUST 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") executed in connection with the Note (the "Note") of the same date, given by the undersigned (the "Borrower(s)") to

EQUITY WEST HOME LOAN, INC. (the "Lender")

and covering the property described in the Security Instrument and located at:

8120 6TH STREET
TERREBONNE, OREGON 97760
(Property Address)

PREPAYMENT COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Borrower(s) further covenant(s) and agree(s) as follows:

BORROWER'S RIGHT TO PREPAY - PREPAYMENT PENALTIES. This section of the Security Instrument is changed to read as follows:

If I make a partial or full prepayment in an amount which prepaid within any twelve month period, exceeds twenty percent (20%) of the original loan amount, within eighteen (18) months from the date of the Note, there will be a penalty equal to six (6) months interest, at the rate set forth in the Note, on the amount of my prepayment. If I make a partial or full prepayment after the eighteenth (18th) month from the date of the Note, there will not be any penalty.

STATE SPECIFIC PROVISIONS "APPLICABLE TO THE STATE IN WHICH THE SUBJECT PROPERTY IS LOCATED"

☐ COLORADO: THE BORROWER(S) AND LENDER AGREE THAT THEY ARE NOT SUBJECT TO NOR BOUND BY THE COLORADO CONSUMER CREDIT CODE.

☐ NORTH CAROLINA: THIS PROVISION SHALL NOT APPLY TO LOANS UPON HOMES WHERE THE ORIGINAL BALANCE WAS LESS THAN $100,000.

☐ OKLAHOMA: THIS PREPAYMENT PENALTY IS NOT APPLICABLE IF THE INTEREST RATE AT THE TIME OF MY PREPAYMENT EXCEEDS 13%. ALSO, THE BORROWER(S) AND LENDER AGREE THAT THEY ARE NOT SUBJECT TO NOR BOUND BY THE OKLAHOMA CONSUMER CREDIT CODE.

☒ OREGON: THIS IS THE MAXIMUM PREPAYMENT PENALTY FOR EACH AND EVERY YEAR OF THE NOTE.

☐ SOUTH CAROLINA: THIS PROVISION SHALL NOT APPLY TO LOANS UPON HOMES WHERE THE ORIGINAL BALANCE WAS LESS THAN $100,000.

☐ TEXAS: THIS PREPAYMENT PENALTY ONLY APPLIES IF THE INTEREST RATE AT THE TIME OF MY PREPAYMENT IS LESS THAN 12%, OR WHERE THE PROPERTY IS NOT MY HOMESTEAD.

☐ WYOMING: THIS PREPAYMENT PENALTY ONLY APPLIES IF THE INTEREST RATE AT THE TIME OF MY PREPAYMENT IS LESS THAN 18%. THE BORROWER(S) AND LENDER AGREE THAT THEY ARE NOT SUBJECT TO NOR BOUND BY THE WYOMING CONSUMER CREDIT CODE.

RECEIVED
FEB 22 2000
WATER RESOURCES DEPT
SALEM, OREGON

1 10544 MP113

420 - 2891

When I make a prepayment, I will tell the Note Holder in writing that I am doing so. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under the Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Lender agrees in writing to those changes. My partial prepayments may reduce the amount of my monthly payment after the first Change Date following my partial prepayment. However, any reductions due to my prepayment may be offset by an interest rate increase.

BY SIGNING BELOW, the Borrower(s) accepts and agrees to the terms, covenants and provisions contained in the PREPAYMENT PENALTY MORTGAGE RIDER.

AUGUST 16, 1996 — David L. Noah (Seal)
Date — DAVID L. NOAH -Borrower

AUGUST 16, 1996 — Rose M Noah (Seal)
Date — ROSE DA NOAH -Borrower

AUGUST 16, 1996 — Ruth Noah (Seal)
Date — RUTH NOAH -Borrower

August 15, 1996 — Georgeanna Duncan (Seal)
Date — ~~-Borrower~~ Notary

OFFICIAL SEAL
GEORGEANNA DUNCAN
NOTARY PUBLIC-OREGON
COMMISSION NO. 053929
MY COMMISSION EXPIRES MAY 7, 2000

APPLICABLE FOR: Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Indiana, Kentucky, Louisiana, Montana, Nebraska, Nevada, New Hampshire, North Carolina, North Dakota, Oregon, Oklahoma, South Carolina, South Dakota, Tennessee, Texas, Wyoming, Utah, and Washington.

STATE OF OREGON) SS.
COUNTY OF DESCHUTES)

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

96 AUG 28 AM 10: 06

MARY SUE PENHOLLOW
COUNTY CLERK

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

BY [signature] DEPUTY

NO. 96-31601 FEE 55-

DESCHUTES COUNTY OFFICIAL RECORDS

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section		Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW	SW	901	30.20
#2	15	S	13	E	WM	30	NW	SE	600	7.55
#3	15	S	13	E	WM	17	NW	NW	1302	6.70
#3	15	S	13	E	WM	17	NW	NW	1304	2.0
#3	15	S	13	E	WM	17	NW	NW	1306	1.0
#3	15	S	13	E	WM	17	NW	NW	1307	4.0
#3	15	S	13	E	WM	17	NW	NW	1308	1.0
#4	15	S	13	E	WM	08	SE	SW	100	7.12
#4	15	S	13	E	WM	08	SE	SW	200	9.50
#5	15	S	13	E	WM	20	NW	NW	201	4.40
#6	15	S	13	E	WM	10	SW	NW	500	5.40

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

RECEIVED

T 10544 MP 113

WATER RESOURCES DEPT
SALEM, OREGON

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

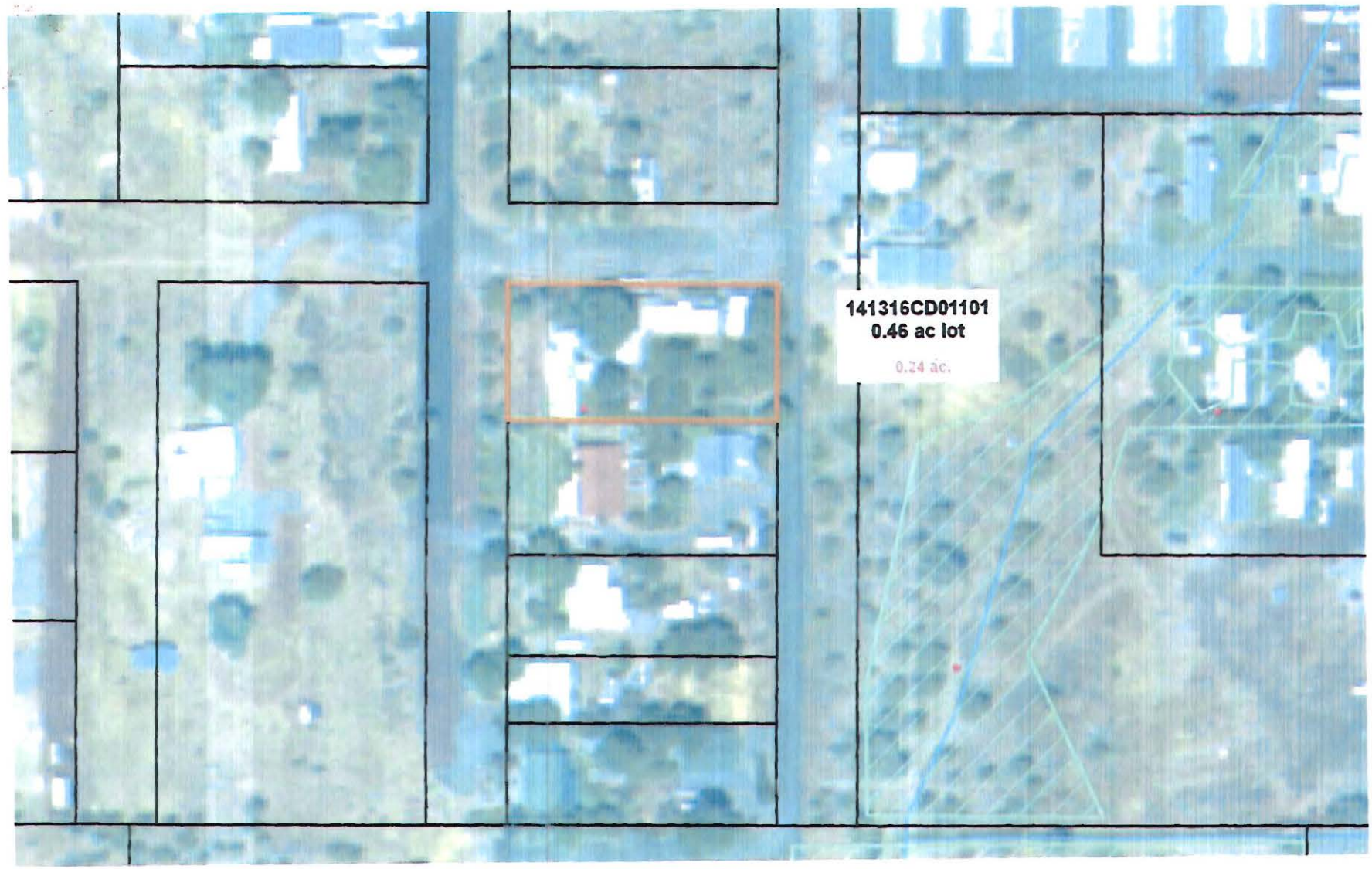
Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010



CENTRAL OREGON IRRIGATION DISTRICT

Beneficial Use
141316 SENW
TL 1101

0 25 50 100
Feet

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Legend
TAXLOTS OF INTEREST
IRRIGATED

N

Aerial Photo # 14-37
Provided by Bend Mapping and Blueprint
Date of Photography: July 22, 2004

CENTRAL OREGON IRRIGATION DISTRICT

COPY

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2007-21575

$41.00

00541864200700215750030031

04/16/2007 12:13:27 PM

D-D Cnt=1 Stn=2 JS
$15.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

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

Grantor, Richard A. Scorza and Judith L. Scorza as tenants by the entirety, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands described in Exhibit "A ("Subject Lands") attached, and incorporated by this reference and commonly known as: 15-13-30 NW SE 701, release their claim and responsibility for 0.50 acres of COID water rights that are appurtenant to the Subject Lands, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913.

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

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

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

Consideration for this Quitclaim: $500.00

Grantor:

_____ Date 4-6-07
Richard A. Scorza

_____ Date 4/6/07
Judith L. Scorza

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on 4/6/07 by Richard A. Scorza.

_____
Notary Public

OFFICIAL SEAL
MARTHA J JOHNSON
NOTARY PUBLIC- OREGON
COMMISSION NO. 368301
MY COMMISSION EXPIRES MAY 05, 2007

T 10544 MP 113

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on 4/6/07 by Judith L. Scorza.

OFFICIAL SEAL
MARTHA J JOHNSON
NOTARY PUBLIC- OREGON
COMMISSION NO. 368301
MY COMMISSION EXPIRES MAY 05, 2007

Notary Public

Grantee:

Date 4 April 2007

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on April 9, 2007 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401006
MY COMMISSION EXPIRES FEB 05, 2010

Notary Public

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

© Central Oregon Irrigation District 2007

EXHIBIT "A"
LEGAL DESCRIPTION

Description of a tract of land situated in a portion of Parcel 2 of Partition Plat No. 2003-31, located in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section Thirty (30), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, City of Redmond, Deschutes County, Oregon, more particularly described as follows:

TL 701

Commencing at a 1/2" inside diameter metal pipe monumenting the Northeast corner of Parcel 2 of Partition Plat No. 2003-31, the initial point as well as the true point of beginning; thence South 04°07'13" East along the East line of said Parcel 2, 93.51 feet; thence North 73°11'36" West, 258.35 feet to the West line of said Parcel 2; thence North 21°07'33" East along said West line, 100.00 feet to a 1/2" pipe with plastic cap marked "Povey & Assoc." (hereafter called "cap") on the right-of-way (R/W) of SW Badger Avenue as per said partition; thence South 68°52'27" East along said South R/W, 179.85 feet to a 3/4" pipe with cap; thence 38.17 feet along the arc of a 180.00 foot radius curve, concave North, forming a central angel of 12°08'58" and a long chord bearing South 74°56'56" East, 38.10 feet to the point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

1 10544 MP 113

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

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

March 15, 2007
Title Number : 098451
Title Officer : ANN C. EASTON
Fee : $150.00

Attn: LESLIE CLARK

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

See Attached Exhibit "A"

and dated as of March 9, 2007 at 7:30 a.m.

We find that the last deed of record runs to:

RICHARD A. SCORZA and JUDITH L. SCORZA
as tenants by the entirety

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

NONE

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 30DB 00701
Account No. [redacted]

NOTE: The 2006-2007 Taxes: $1,071.55, Paid in full.

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

1 10544 MP 113

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

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

AmeriTitle

By: Ann C. Easton

Ann C. Easton, Title Officer
AE:kw

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXHIBIT "A"
LEGAL DESCRIPTION

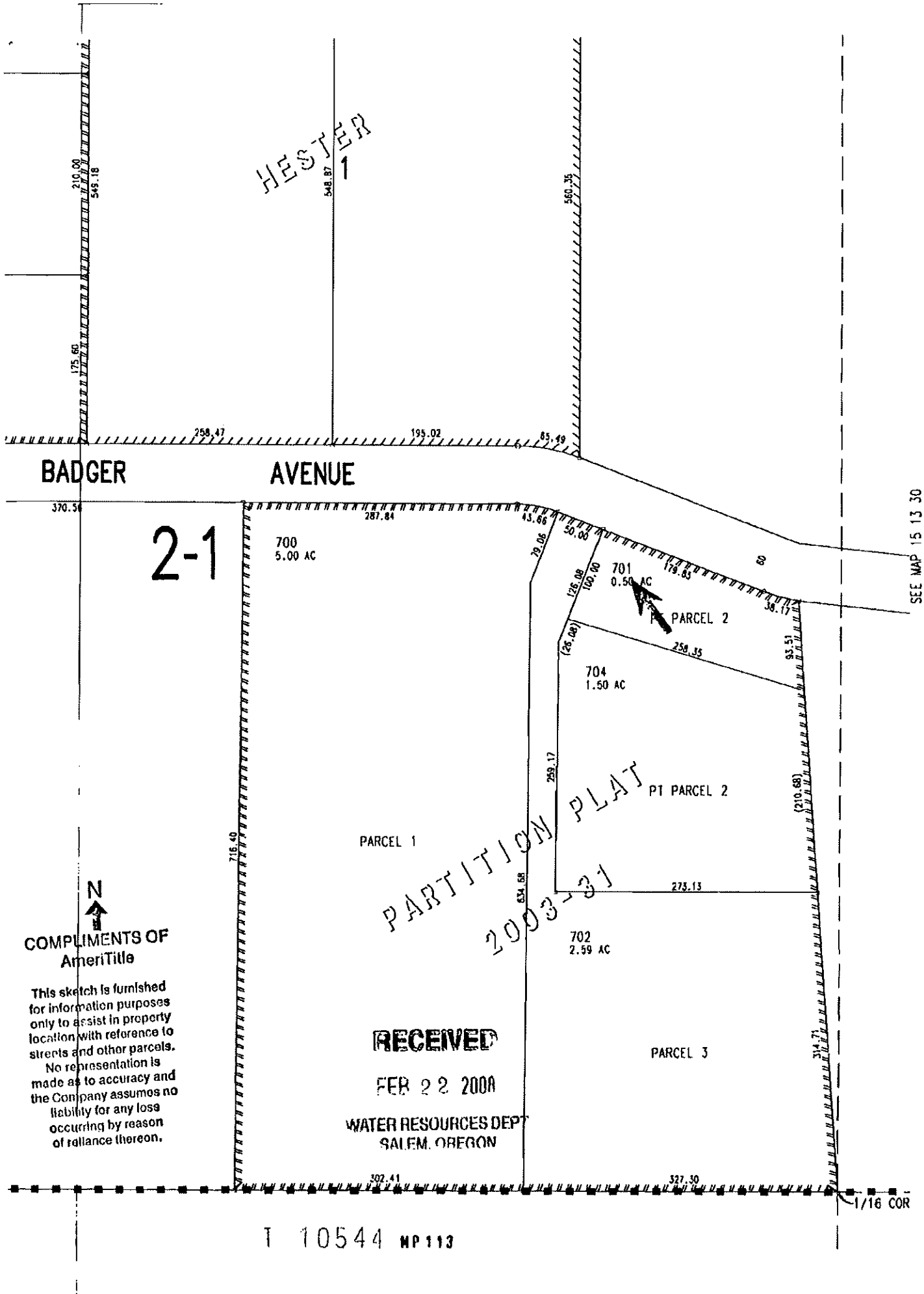
Description of a tract of land situated in a portion of Parcel 2 of Partition Plat No. 2003-31, located in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section Thirty (30), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, City of Redmond, Deschutes County, Oregon, more particularly described as follows:

TL 701

Commencing at a 1/2" inside diameter metal pipe monumenting the Northeast corner of Parcel 2 of Partition Plat No. 2003-31, the initial point as well as the true point of beginning; thence South 04°07'13" East along the East line of said Parcel 2, 93.51 feet; thence North 73°11'36" West, 258.35 feet to the West line of said Parcel 2; thence North 21°07'33" East along said West line, 100.00 feet to a 1/2" pipe with plastic cap marked "Povey & Assoc." (hereafter called "cap") on the right-of-way (R/W) of SW Badger Avenue as per said partition; thence South 68°52'27" East along said South R/W, 179.85 feet to a 3/4" pipe with cap; thence 38.17 feet along the arc of a 180.00 foot radius curve, concave North, forming a central angel of 12°08'58" and a long chord bearing South 74°56'56" East, 38.10 feet to the point of beginning.

RECEIVED
FEB 22 2000
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113


HESTER
1
210.00
549.18
548.87
560.35
175.60
258.47
195.02
85.19
BADGER AVENUE
370.56
2-1
287.84
43.66
50.00
79.05
700
5.00 AC
701
0.50 AC
125.08
100.00
119.83
38.17
SEE MAP 15 13 30
PARCEL 2
(26.08)
258.35
93.51
704
1.50 AC
259.17
P1 PARCEL 2
(210.68)
PARCEL 1
715.49
PARTITION PLAT
2003-31
534.68
273.13
702
2.59 AC
N
COMPLIMENTS OF
AmeriTitle
This sketch is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON
PARCEL 3
314.71
302.41
327.30
1/16 COR
T 10544 MP 113

DESCHUTES COUNTY OFFICIAL RECORDS 2001-36101
MARY SUE PENHOLLOW, COUNTY CLERK
$56.00
00005285200100361010030032
07/25/2001 04:19:37 PM
D-D Cnt=1 Stn=2 TRACY
$10.00 $11.00 $10.00 $5.00 $20.00

DESCHUTES COUNTY CLERK

CERTIFICATE PAGE

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

This page must be included if document is re-recorded. Do Not remove from original document.

3563 56 COPY

I 10544

WARRANTY DEED

MP 113

ROBERT C. KRANCE AND JEAN S. KRANCE, AS TENANTS BY THE ENTIRETY, AS TO AN UNDIVIDED ONE-HALF (1/2) INTEREST AND ROBERT L. GALLUP AND PATRICIA A. GALLUP, AS TENANTS BY THE ENTIRETY, AS TO AN UNDIVIDED ONE-QUARTER (1/4) INTEREST AND CRAIG F. BROTCHIE, AS TO AN UNDIVIDED ONE-QUARTER (1/4) INTEREST, Grantor(s) hereby grant, bargain, sell, warrant and convey to: RICHARD A. SCORZA and JUDITH L. SCORZA, as tenants by the entirety, Grantee(s) and grantee's heirs, successors and assigns the following described real property, free of encumbrances except as specifically set forth herein in the County of DESCHUTES and State of Oregon, to wit:

Description of a parcel of land which lies South of the South line of that certain tract as described in a deed to Roy L. Clark et ux on August 29, 1977 in Book 257, Page 139 Deed records, being in a portion of the Northwest Quarter of the Southeast Quarter of Section Thirty (30), Township Fifteen (15) South, Range Thirteen (13) East of tha Willamette Meridian, Deschutes County, Oregon, more particularly described as follows: Description of a parcel of land which lies South of the South line of that certain tract as described in a deed to Roy L. Clark et ux on August 29, 1977 in Book 257, Page 139 Deed records, being in a portion of the Northwest Quarter of the Southeast Quarter of Section Thirty (30), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows: Commencing at a 1/2" pipe monumenting the East 1/4 corner of Section 30, Township 15 South, Range 13, East of the Willamette Meridian, the Initial Point; thence North 89° 48' 56" West along the North line of the Southeast Quarter of said Section 30 - 2641.06 feet to the West line of the Northwest Quarter of said Southeast Quarter; thence South 00° 00' 18" West along said West line - 1326.18 feet to the South line of said NW-1/4 SE-1/4; thence South 89° 49' 59" East along said South line - 694.89 feet to a 1/2" pipe and the true POINT OF BEGINNING; thence South 89° 49' 59" East along said South line - 629.71 feet to the Southeast corner of said NW-1/4 SE-1/4, a point witnessed by a 1/2" pipe which bears South 35° West - 7.44 feet; thence North 04° 14' 12" West - 649.22 feet along the East line of that certain tract as described in a Deed and a Northerly extension thereof to Herbert J. Hester et ux recorded April 15, 1980 in Book 320, Page 84 Deed records, Deschutes County, Oregon, to the South line of a parcel of land recorded in Deeds Book 257, Page 139; thence North 83° 43' 58" West along said South line - 5.73 feet to the centerline P.I. of SW Badger Avenue, a 60.00 feet wide road, 30.00 feet each side of centerline; thence North 68° 59' 26" West along said centerline and along said South line 249.25 feet to the beginning of a curve, a point 11.62 feet beyond the Southwest corner of said parcel recorded in Deeds Book 257, Page 139; thence 54.57 feet along the arc of a 150.00 foot radius curve left of said centerline forming a deflection angle of 20° 50' 44" and a long chord bearing North 79° 24' 48" West - 54.27 feet to the end of said curve; thence North 89° 50' 10" West along said centerline - 287.84 feet to a 1/2" pipe; thence South 00° 10' 01" West - 746.40 feet to the POINT OF BEGINNING. TOGETHER WITH a parcel of land situate in a portion of Section Thirty (30), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows: Commencing at a 1/2" rod at the East Quarter corner of Section 30, Township 15 South, Range 13, E.W.M., D.C.O., the initial point; thence North 89°48'56" West along the North line of the Southeast Quarter (SE1/4) of said Section 30, 2641.06 feet to the West line of the NW1/4 of said SE1/4; thence South 00°00'18" West along said West line, 1326.18 feet to the South line of said NW1/4 of the SE1/4; thence South 89°49'59" East along said South line, 1312.64 feet to the Southwest corner of a parcel of land recorded in Deeds Volume 266, Page 231, and the true point of beginning; thence South 89°49'59" East, along said South line and along the South line of said Deed, 11.96 feet to the SE1/16 corner; thence North 04°14'12" West, 168.68 feet to the West line of said deed; thence South 00°10'15" East along said West line, 168.19 feet to the point of beginning.

Includes TL 701

SERIAL NO. 162702 TM 15 13 30 00 01413

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

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

After recording, return to
AmeriTitle

The true and actual consideration for this conveyance is pursuant to an IRC 1031 exchange on behalf of Grantor and/or Grantee.

Until a change is requested, all tax statements shall be sent to Grantee at following address: 3569 W. Antler, Redmond, OR 97756

Dated this 18th day of July, 2001.

ROBERT C. KRANCE — JEAN S. KRANCE

ROBERT L. GALLUP — PATRICIA A. GALLUP

CRAIG F. BROTCHIE

STATE OF COLORADO)
ss. July 19th 2001
COUNTY OF El Paso)

Personally appeared the above named Robert C. Krance, Jean S. Krance, Robert L. Gallup and Patricia A. Gallup

and acknowledged the foregoing instrument to be their voluntary act.

ANN P. DRAKE NOTARY PUBLIC STATE OF COLORADO

Before me:
Notary Public for Colorado
My commission expires 1-30-2002

MY COMMISSION EXPIRES
01/30/2002

STATE OF North Carolina)
ss. July 23 2001
COUNTY OF Cumberland)

Personally appeared the above named

Craig F. Brotchie

and acknowledged the foregoing instrument to be his voluntary act.

Before me:
Williams, Doyle K.
Notary Public for U.S. Army
My commission expires Indefinite

NOTARY PUBLIC Seal

ESCROW NO. RD035603RR

Return to:
Richard A. Scorza
3569 W. Antler
Redmond, OR 97756

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

MP 113

COPY

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

RECEIVED

FEB 22 2008

WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED

FEB 22 2008

WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2000
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

1 10544 MP 113

COPY

'EFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Lease of Existing Water Rights for Instream Use and Preliminary and Final Award of Mitigation Credits, Certificate 76358, Deschutes Counties	)))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE & MITIGATION CREDIT PROJECT

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating instream lease applications.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Lessor #1
Pooled Instream Lease for several water right holders (described in Findings of Fact #2)

Lessor #2
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes Water Exchange (DWE) Mitigation Bank
P.O. Box 1560
Bend, Oregon 97709
gen@deschutesriver.org

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Findings of Fact

1. On June 20, 2007, the DWE Mitigation Bank and COID filed an application, on behalf of several water right holders, to lease a portion of Certificate 76358 to instream use. The Department assigned the application number IL-852.

2. The portion of the right to be leased is as follows:

   Certificate: 76358
   Season of Use: April 1 to November 1, further limited as follows:
   April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
   May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
   May 15 to Sept. 15 described herein as Season 3
   Priority Date: October 31, 1900 and December 2, 1907

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

T 10544 MP 113

Use: Irrigation of 10.91 acres from Point of Diversion (POD) #1 and 28.11 acres from POD #11

Quantity: Rate: Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)
Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

POD #1

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.136 CFS	0.182 CFS	0.240 CFS	
December 2, 1907			0.097 CFS	
Totals	0.136 CFS	0.182 CFS	0.337 CFS	108.12 AF

POD #11

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.351 CFS	0.469 CFS	0.618 CFS	
December 2, 1907			0.249 CFS	
Totals	0.351 CFS	0.469 CFS	0.868 CFS	278.57 AF

The quantities listed above reflect allowance of a 45% transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Those lands not served from the district main canal systems, but by direct pumping from the Deschutes River, are not allowed the 45% transmission loss.

Source: Deschutes River, tributary to the Columbia River

Authorized Place of Use:

Twp	Rng	Mer	Sec	Q-Q	Tax Lot	Acres	POD	Water Right Holder (Lessor #1)
14 S	13 E	WM	9	NW NW	501	4.81	11	William Honer
14 S	13 E	WM	16	SW SW	2300	0.15	11	COID
15 S	13 E	WM	17	NE NW	101	2.5	11	COID
15 S	13 E	WM	19	NE SW	1001	1.6	11	COID
15 S	13 E	WM	19	NE SW	1003	2.0	11	COID
15 S	13 E	WM	19	NE SW	1004	1.0	11	COID
15 S	13 E	WM	19	NE SW	1006	1.0	11	COID
15 S	13 E	WM	30	NW NW	906	1.5	11	COID
15 S	13 E	WM	30	NW NW	907	0.25	11	Gregory & Laurie Madesh
15 S	13 E	WM	30	NE SE	1405	2.2	11	COID
15 S	13 E	WM	30	NW SE	1405	0.3	11	COID
15 S	13 E	WM	30	NW SE	700	5.0	11	COID
15 S	13 E	WM	30	NW SE	701	0.5	11	COID
15 S	13 E	WM	30	NW SE	702	2.5	11	COID
15 S	13 E	WM	30	NW SE	704	1.5	11	COID
15 S	14 E	WM	26	NE SE	803	0.12	1	Michael Brown
15 S	14 E	WM	26	NW SE	803	1.44	1	Michael Brown
16 S	12 E	WM	35	SE NW	600	1.0	11	Thomas Feldmann & Jill Shealy
17 S	12 E	WM	14	NW SW	900	0.3	11	Guy Vernon
17 S	13 E	WM	19	SW SW	1500	0.5	1	Darin & Nancy Ensz
17 S	13 E	WM	30	NW NW	206	1.75	1	COID
18 S	12 E	WM	3	SE NE	1400	1.75	1	COID
18 S	12 E	WM	3	NE SE	200	0.5	1	COID
18 S	12 E	WM	3	NE SE	201	6.1	1	COID

T 10544

MP 113

Authorized POD's:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
18 S	11 E	WM	13	SW NE	CENTRAL OREGON CANAL POD #1 – 1520 FEET SOUTH & 1535 FEET WEST FROM THE NE CORNER OF SECTION 13
17 S	12 E	WM	29	SE NE	COID NORTH CANAL POD #11 – 850 FEET NORTH & 630 FEET WEST FROM THE E ¼ CORNER OF SECTION 29

3. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

4. The instream use has been modified from the lease application to prevent injury and enlargement and is as follows:
Deschutes River, tributary to the Columbia River

Instream Reach #1: From POD #1 to POD #11 (both as described in Finding of Fact #2)

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.075 Season 2: 0.100 Season 3: 0.185	59.46	April 1 – Oct. 26

Instream Reach #2: From POD #11 to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.268 Season 2: 0.358 Season 3: 0.662	212.68	April 1 – Oct. 26

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

5. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under Certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

The total volume protected instream shall not exceed 212.68 AF.

6. There is a supplemental water right, Certificate 76714, appurtenant to all or a portion of the lands described in Finding of Fact # 2. The Lessor and Lessee have requested that this water right not be included as part of this lease application. During the term of the lease, water use under this right will also be suspended.

7. If approved, this instream lease is not reasonably expected to significantly affect land use as prescribed by ORS 197.180, OAR Chapter 660, Divisions 30 and 31, and OAR Chapter 690, Division 5.

8. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if

1 10544

the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

9. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

10. The lease will terminate on October 31, 2007.

Preliminary Award of Deschutes Basin Mitigation Credits

11. The Lessee, a mitigation bank chartered by the Water Resources Commission, has requested that the portion of the right to be protected instream be used to generate mitigation credits.

12. The Department assigned this mitigation credit project number MP-109.

13. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6). The Department also provided notice of the mitigation credit project to the Oregon Department of Fish and Wildlife (ODFW), Oregon Department of Environmental Quality, Oregon Parks and Recreation Department (OPRD), Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2). Comments were received from ODFW and OPRD. ODFW identified that this project will provide effective instream protection of flows during the irrigation season and also identified, along with general comments on the mitigation program, that instream flow protection is needed during the months outside of the irrigation season. OPRD identified that this lease, along with other instream projects, will enhance aesthetics and water needed for recreation. OPRD deferred to ODFW for appropriate timing of when flows should be protected instream.

14. The Department is unable to expand the period during which instream flows may be protected outside of the irrigation season, as recommended by ODFW, without causing injury to other water rights. The shaping proposed by the instream lease application does protect water instream over almost the entire irrigation season at the maximum rates possible. Therefore, no modifications were made to the lease based upon comments received.

15. The Department finds that 70.2 mitigation credits may be awarded to this mitigation credit project and assigned to the DWE Mitigation Bank. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the Middle Deschutes and General Zones of Impact.

16. The mitigation credits expire on December 31, 2007.

17. The use and maintenance of the mitigation credits is subject to the terms and conditions of the DWE Mitigation Bank Charter.

10544
MP 113

18. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of the Final Order approving the proposed instream lease shall result in completion of the project and verification that the project is complete.

19. No precedent is set by this Final Order as to the amount of mitigation credits that may be generated by a subsequent mitigation credit project.

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease conforms to the applicable provisions of OAR 690-077-0015.

This mitigation project results in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

ORDER

Therefore, it is ORDERED:

1. That the Lease as described herein is APPROVED.

2. The former place of use will no longer receive water as part of these rights, any supplemental rights (including Certificate 76714), or any other layered water rights for irrigation use, including ground water registrations during the term of the lease.

3. The lease will terminate on October 31, 2007.

4. **Final Award of Deschutes Basin Mitigation Credits:** Issuance of this Final Order results in completion of the project and verification by the Department that the project is complete. The Department concludes that the mitigation credit project is awarded mitigation credits, as described above, pursuant to OAR 690-521-0400 and ORS 537.746. Mitigation Credits, in the amount of **70.2** credits, as described herein, are awarded to this mitigation project and assigned to the DWE Mitigation Bank. Mitigation Credits may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the **Middle Deschutes and General** Zones of Impact.

5. Mitigation credits are valid until used (or until they expire or are terminated) to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

6. The mitigation credits shall expire on December 31, 2007.

T 10544 MP 113

7. The use and maintenance of the mitigation credits shall be subject to the terms and conditions of the DWE Mitigation Bank Charter.

Dated at Salem, Oregon this 20th day of July 2007.

Phillip C. Ward, Director

Mailing date: JUL 23 2007

10544 MP 113

CENTRAL OREGON IRRIGATION DISTRICT

COPY

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-77696

$41.00

00510907200800776960030033

11/27/2006 02:45:06 PM

D-D Cnt=1 Stn=3 PG
$15.00 $11.00 $10.00 $5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

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

Grantor, Charles Garner and Dana Garner, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands described as: Parcel Two (2) of Partition Plat No. 2000-26, filed May 23, 2000 and located in the Southwest Quarter of the Southwest Quarter (SW ¼ SW ¼) of Section Eight (8), Township 15 South 13, East of the Willamette Meridian, Deschutes County, Oregon ("Subject Lands"), release their claim and responsibility for 0.90 acres of COID water rights that are appurtenant to the Subject Lands, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-08 SW SW 802.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 0.90 acres of water rights incurred.

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

Consideration for this Quitclaim: $900.00

Grantor:

Charles Garner _____ Date 11-8-06

Dana Garner _____ Date 11/8/06

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

State of Oregon)
) ss.
County of Washington)

This instrument was acknowledged before me on November 8, 2006 by Charles Garner.

Andrea J. Sumner
Notary Public

OFFICIAL SEAL
ANDREA J SUMNER
NOTARY PUBLIC-OREGON
COMMISSION NO. 405793
MY COMMISSION EXPIRES MAY 8, 2010

T 10544 NP113

State of Oregon)
) ss.
County of Washington)

This instrument was acknowledged before me on November 8, 2006 by Dana Garner.

OFFICIAL SEAL
ANDREA J SUMNER
NOTARY PUBLIC-OREGON
COMMISSION NO. 405793
MY COMMISSION EXPIRES MAY 8, 2010

Andrea J. Sumner
Notary Public

Grantee:

Date 14 NOV. 2006

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on November 14, 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401062
MY COMMISSION EXPIRES FEB 05, 2010

Leslie Clark
Notary Public

© Central Oregon Irrigation District 2006

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

T 10544 MP 113

AmeriTitle
Part Of The FIDELITY NATIONAL Family

IRRIGATION DISTRICT REPORT

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

Attn: LESLIE CLARK

September 28, 2006
Title Number : 094270
Title Officer : CHUCK NICHOLS
Fee : $150.00

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

Parcel Two (2) of Partition Plat No. 2000-26, filed May 23, 2000 and located in the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section Eight (8), Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon.

and dated as of September 21, 2006 at 7:30 a.m.

We find that the last deed of record runs to:

CHARLES GARNER and DANA GARNER

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $328,000.00
   Dated: April 25, 2006
   Recorded: April 25, 2006
   Volume-Page: 2006-28624, Deschutes County Records
   Grantor: Charles Garner and Dana Garner
   Trustee: Western Title and Escrow
   Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS)
   MIN: 100058310000759144

2. Requirement that a correction deed be recorded correcting Bargain and Sale Deed recorded April 26, 2006, in Volume 2006, Page 28623, Deschutes County Records

Need Copy?

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

NONE

No

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 08CC 00802
Account No. [redacted]

NOTE: The 2005-2006 Taxes: $3,486.07, Paid in full.

1. The 2006-2007 Taxes: A lien not yet due or payable.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

2005 100 BEST COMPANIES TO WORK FOR

T-10544 MP113

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

According to the Deschutes County Assessor's Roll, the subject property does not lie within any city limit.

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

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

AmeriTitle

By: _____
Chuck Nichols, Title Examiner
CN:kg

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

RECEIVED
FEB 22 2000
WATER RESOURCES DEPT
SALEM, OREGON

1 10544 MP 113

2-70

CS11015

PARTITION PLAT NO. PP2000-26

DESCHUTES COUNTY MINOR PARTITION NO. RMP-99-19(D)
A 6.00 ACRE PARTITION OF LOT "A", MP-77-138 LOCATED IN THE SW1/4 SW1/4 OF SECTION 8, TOWNSHIP 15 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON

OWNER: KIM D. GOIN

SURVEYOR'S CERTIFICATE

I, ROBERT R. POVEY, OREGON REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1652 HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS, THE LANDS SHOWN ON THIS DESCHUTES COUNTY MINOR PARTITION NO. RMP-99-19(D), THE BOUNDARY OF WHICH IS DECRIBED AS FOLLOWS:

COMMENCING AT A 2 1/2" BRASS CAP MONUMENTING THE SOUTHWEST CORNER OF SECTION 8, T15S, R13E, W.M.; THENCE N00°40'36"E ALONG THE WEST LINE OF SAID SECTION 8 – 342.73 FEET TO A 3/4" PIPE AT THE INITIAL POINT OF RMP-99-19(D) AND THE TRUE POINT OF BEGINNING; THENCE N89°49'31"E – 665.19 FEET TO A 3/4" PIPE; THENCE N00°17'22"E – 351.95 FEET TO A POINT WITNESSED BY A 1/2" PIPE WHICH BEARS N82°56'45"W – 0.42 FEET; THENCE N82°56'45"W – 666.87 FEET TO THE WEST LINE OF SAID SECTION 8 AND THE CENTERLINE OF NW 35TH STREET; THENCE S00°40'36"W ALONG SAID WEST LINE AND CENTERLINE – 435.91 FEET TO THE TRUE POINT OF BEGINNING.

SAME CONTAINING APPROXIMATELY 6.00 LAND ACRES, TOGETHER WITH 3.90 ACRES OF CENTRAL OREGON IRRIGATION DISTRICT WATER RIGHTS APPURTENANT THEREON, SUBJECT TO ALL EXISTING EASEMENTS AND RIGHTS-OF-WAY OVER AND ACROSS THE ABOVE DESCRIBED PARCEL OF LAND.

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON JULY 14, 1978 ROBERT R. POVEY 1652
Renewal Date: 12/31/00

Robert R. Povey 4-4-2000

I HEREBY CERTIFY THIS MYLAR TO BE A TRUE AND EXACT COPY OF DESCHUTES COUNTY MINOR PARTITION NO. RMP-99-19(D).

Robert R. Povey 5-22-2000
ROBERT R. POVEY, PLS 1652 DATE

NARRATIVE

WE WERE RETAINED BY KIM GOIN TO PARTITION LOT "A" OF DESCHUTES COUNTY MINOR PARTITION NO. MP-77-138 (CS00977), LOCATED IN THE SW1/4 SW1/4 SECTION 8, T15S, R13E, WM.

THE MONUMENTS SHOWN AS FOUND WERE TIED WITH A TRIMBLE 4800 GPS DISTANCE MEASURING INSTRUMENT, AND WERE FOUND TO BE UNDISTURBED AND IN THEIR ORIGINAL POSITIONS. THE SOUTH AND EAST BOUNDARIES OF THIS PARCEL WERE SURVEYED AND MONUMENTED IN OUR SURVEY OF LOT LINE ADJUSTMENT NO. LLA-00-04(D) (CS14692) THE REMAINING BOUNDARIES ARE BOUNDED ON THE:

– NORTH BY THE SOUTH LINE OF PARCEL 2 PARTITION PLAT NO. 1993-35 (CS11499).

– WEST BY THE WEST LINE OF THE SW1/4 SW1/4 OF SAID SECTION 8 AND THE CENTERLINE OF NW 35TH STREET.

WITH THE BOUNDARY THUS ESTABLISHED, THE DESIRED NEW PARCEL LINES WERE COMPUTED, THIS MAP PREPARED, AND MONUMENTS SET AS SHOWN.

THE BEARINGS OF THIS SURVEY ARE BASED ON THE WEST LINE OF THE SW1/4 SW1/4 OF SAID SECTION 8 AS PER CS00977, BEARING N00°40'36"E – 1339.55'.

DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS, THAT OMNI WEST CONSTRUCTION, INC, AN OREGON CORPORATION, IS THE OWNER OF THE LANDS SHOWN ON THIS DESCHUTES COUNTY MINOR LAND PARTITION NO. RMP-99-19(D), THE BOUNDARY OF WHICH IS DESCRIBED IN THE SURVEYOR'S CERTIFICATE, AND THAT SAID CORPORATION CAUSED THE SAME TO BE SURVEYED AND PARTITIONED INTO PARCELS, STREETS AND EASEMENTS AND SAID CORPORATION DOES HEREBY SUBMIT FOR RECORD AND APPROVAL SAID PLAT, AND DOES HEREBY DEDICATE TO THE PUBLIC FOREVER (IN CARE OF THE CITY OF REDMOND) SAID STREETS, AND DOES HEREBY CREATE THOSE EASEMENTS AS SHOWN HEREON.

Kim D. Goin 4-13-00
OMNI WEST CONSTRUCTION, INC.
KIM D. GOIN, PRESIDENT

ACKNOWLEDGMENT

STATE OF OREGON)
) S.S.
COUNTY OF DESCHUTES)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, FREELY AND VOLUNTARILY, BY KIM D. GOIN, PRESIDENT OF OMNI WEST CONSTRUCTION, INC., WHICH IS THE OWNER OF THE LANDS SHOWN ON THIS PLAT OF DESCHUTES COUNTY MINOR LAND PARTITION NO. RMP-99-19(D), ON THIS 13TH DAY OF APRIL, 2000.

Robert R. Povey

OFFICIAL SEAL
ROBERT R POVEY
NOTARY PUBLIC-OREGON
COMMISSION NO 054173
MY COMMISSION EXPIRES JAN 01 2003

CONSENT TO DECLARATION

A PARTITION CONSENT AFFIDAVIT FROM WASHINGTON MUTUAL BANK HAS BEEN RECORDED IN BOOK 2000, PAGE 20128, DESCHUTES COUNTY RECORDS.

ASSESSOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL AD VALOREM TAXES AND SPECIAL ASSESSMENTS, FEES AND OTHER CHARGES REQUIRED BY LAW TO BE PLACED ON THE 1999-2000 TAX ROLL, WHICH BECAME A LIEN ON THIS PARTITION, OR WILL BECOME A LIEN DURING THIS TAX YEAR, HAVE BEEN PAID TO ME.

Toni Hoevet 4-18-00
DESCHUTES COUNTY ASSESSOR DATE

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES APPURTENANT TO THIS MINOR LAND PARTITION ARE PAID AS OF THIS DATE.

Vicky A. Yost 4/19/00
DESCHUTES COUNTY TAX COLLECTOR DATE

APPROVALS

Jeff Kuna by Ken Brantley Deputy 4-18-00
DESCHUTES COUNTY SURVEYOR DATE

Mary Mlay 5/8/00
REDMOND PUBLIC WORKS DIRECTOR DATE

5-11-00
REDMOND CITY MANAGER DATE

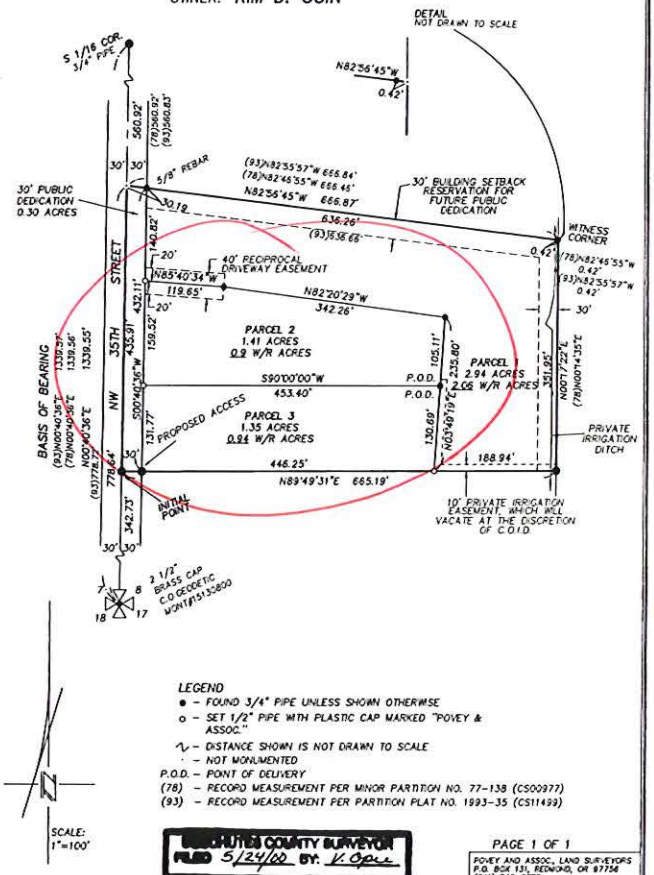
Ray W Ennett 4-28-00
DESCHUTES COUNTY ENVIRONMENTAL HEALTH DIRECTOR DATE

5-19-00
REDMOND COMMUNITY DEVELOPMENT DIRECTOR DATE

5-19-2000
DESCHUTES COUNTY COMMISSIONER DATE

4-19-2000
CENTRAL OREGON IRRIGATION DISTRICT DATE

SIGNATURES BY THE CITY OF REDMOND CONSTITUTES ACCEPTANCE OF ANY EASEMENTS AND RIGHTS-OF-WAY DEDICATED HEREON TO THE PUBLIC.



LEGEND

- ● – FOUND 3/4" PIPE UNLESS SHOWN OTHERWISE
- o – SET 1/2" PIPE WITH PLASTIC CAP MARKED "POVEY & ASSOC."
- ~ – DISTANCE SHOWN IS NOT DRAWN TO SCALE
- · – NOT MONUMENTED

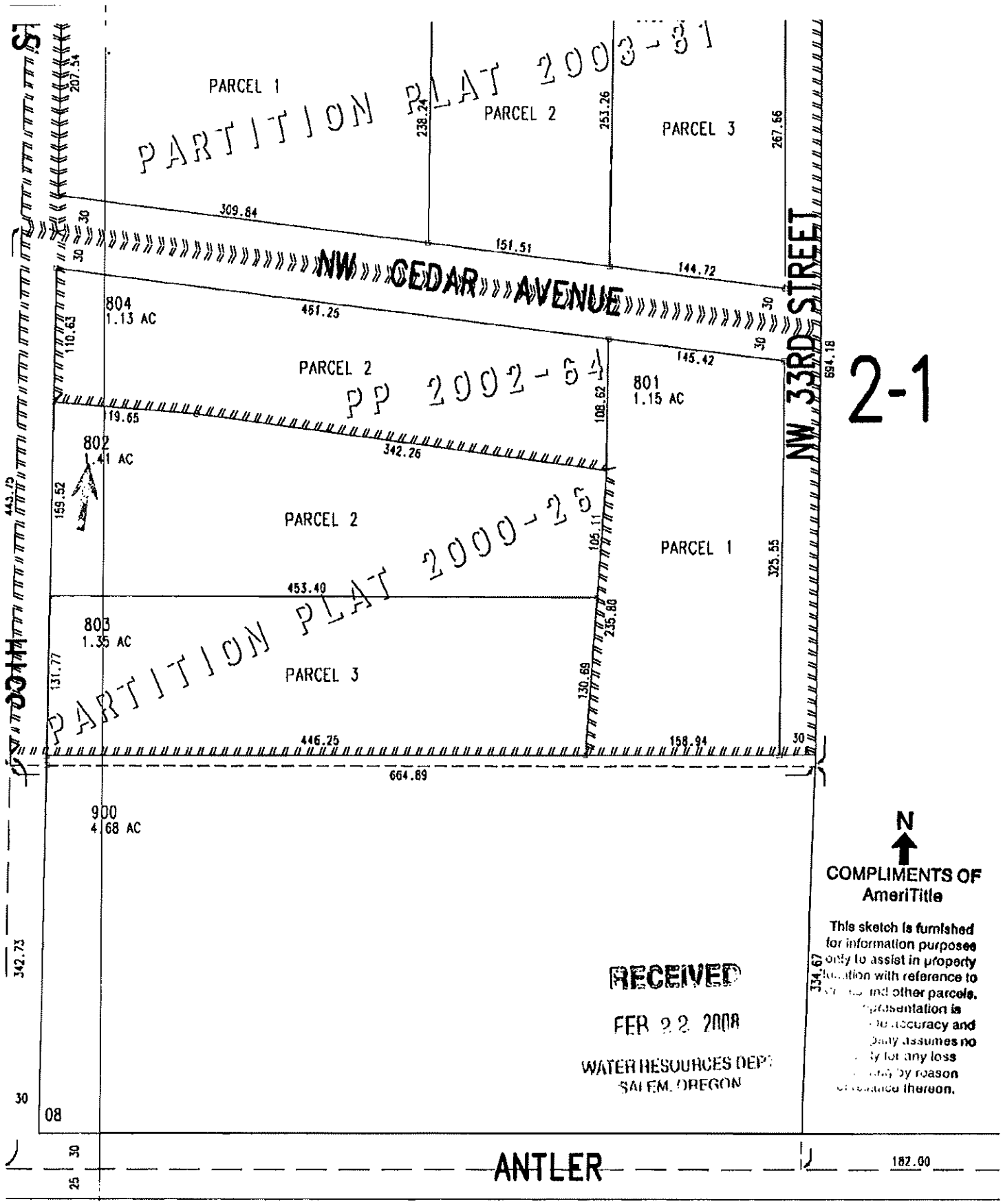
P.O.D. – POINT OF DELIVERY
(78) – RECORD MEASUREMENT PER MINOR PARTITION NO. 77-138 (CS00977)
(93) – RECORD MEASUREMENT PER PARTITION PLAT NO. 1993-35 (CS11499)

DESCHUTES COUNTY SURVEYOR
FILED 5/24/00 BY: V. Opie

PAGE 1 OF 1

POVEY AND ASSOC., LAND SURVEYORS
P.O. BOX 131, REDMOND, OR 97756
(541) 548-8778
099-125/099-125P.DWG

CS11015


PARCEL 1
PARTITION PLAT 2003-31
PARCEL 2
PARCEL 3
NW CEDAR AVENUE
NW 33RD STREET
804
1.13 AC
801
1.15 AC
802
1.41 AC
803
1.35 AC
900
4.68 AC
PP 2002-51
PARTITION PLAT 2000-25
309.84
151.51
144.72
451.25
145.42
342.26
453.40
446.25
158.94
664.89
182.00
2-1
N
COMPLIMENTS OF
AmeriTitle
This sketch is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occasioned by reason of reliance thereon.
RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON
ANTLER
08
17
SEE MAP 15 13 17
1 10544
MP 113

36

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-20623
$36.00
04/28/2006 01:52:35 PM
D-D Cnt=1 Stn=1 BECKEY
$10.00 $11.00 $10.00 $5.00

LandAmerica Lawyers Title

Return to:
Charles Garner
755 NW Brookwood Dr
Hillsboro, OR 97124

Until a change is requested, all tax statements shall be sent to the following address:
Charles Garner
755 NW Brookwood Dr
Hillsboro, OR 97124

LAWYERS TITLE INS. CORP. 22g0240425X

STATUTORY BARGAIN AND SALE DEED

CMK PROPERTIES, LLC, an Oregon Limited Liability Company, Grantor, conveys to Charles Garner and Dana Garner, Grantee, the following described real property:

See attached Legal Description "A"
Tax Account No. 200398

The true consideration for this conveyance is 0.00.

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

Dated 25 day of April, 2006

Dana Garner

STATE OF OREGON
County of

The foregoing instrument was acknowledged before me this 25 day of April, 2006, by , as Member, of CMK Properties, LLC, on behalf of the corporation.

Notary Public for the State of Oregon
My commission expires: 2-22-07

OFFICIAL SEAL
KATHRYN RUNYON
NOTARY PUBLIC-OREGON
COMMISSION NO. A365164
MY COMMISSION EXPIRES FEB. 22, 2007

Recorded by Western Title as an accommodation only. No liability accepted for condition of title or validity, sufficiency or affect of document. 10-012340CL TO

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

Order No. 22g0240425
Statutory Bargain and Sale Deed – Company
ORRQ 6/2005; Rev. 1/2006

T 10544 MP 113

Exhibit "A"

Legal Description

Parcel 2 of Partition Plat No. 2000-26, file May 23, 2000, and located in the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 8, Township 15 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon. } TL 802

RECEIVED

FEB 22 2008

WATER RESOURCES DEPT
SALEM, OREGON

101

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-28624

$101.00

04/26/2006 01:52:35 PM

M-DT Cnt=1 Stn=1 BECKEY
$75.00 $11.00 $10.00 $5.00

After Recording Please Return To:
LOANCITY
5671 SANTA TERESA BOULEVARD, SUITE 100
SAN JOSE, CA 95123

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

[Space Above This Line For Recording Data]

RECORDED BY:
WESTERN TITLE & ESCROW CO.
10-0123406 TD

GARNER
Loan #: 1001879658
PIN #: 15-13-08-CC-00802/200398
MIN: 100058310000759144

DEED OF TRUST

"Mortgage Electronic Registration Systems, Inc, (MERS) is the Grantee of this Security Instrument"

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.
(A) **"Security Instrument"** means this document, which is dated **APRIL 25, 2006** together with all Riders to this document.
(B) **"Borrower"** is **CHARLES GARNER AND DANA GARNER**. Borrower is the trustor under this Security Instrument.
(C) **"Lender"** is **LOANCITY , A CALIFORNIA CORPORATION**. Lender is a **CORPORATION** organized and existing under the laws of **CA**. Lender's address is **5671 SANTA TERESA BOULEVARD, SUITE 100 SAN JOSE, CA 95123**.
(D) **"Trustee"** is **WESTERN TITLE & ESCROW**.
(E) **"MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI48501-2026, tel. (888) 679-MERS.
(F) **"Note"** means the promissory note signed by Borrower and dated **APRIL 25, 2006**. The Note states that Borrower owes Lender **THREE HUNDRED TWENTY-EIGHT THOUSAND AND 00/100** Dollars (U.S. **$328,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **MAY 1, 2036**.
(G) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."
(H) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(I) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☒ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ 1-4 Family Rider	☐ Other(s) [specify] _____	

(J) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(K) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

LAWYERS TITLE INS. CORP. 2290240426X

that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY (Type of Recording Jurisdiction) of DESCHUTES (Name of Recording Jurisdiction):

PARCEL 2 OF PARTITION PLAT NO. 200-26, FILE MAY 23, 2000, AND LOCATED IN SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4 SW1/4) OF SECTION 8, TOWNSHIP 15 SOUTH, RANGE 13, EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON.

TL 802

which currently has the address of **252 NW 35TH STREET, REDMOND, OR 97756** ("Property Address").

Does not specifically mention Water rights

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but no limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice,

RECEIVED
FEB 22 2000
WATER RESOURCES DEPT
SALEM, OREGON

1 10544
MP 113

which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

1 10544 MP 113

Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if

RECEIVED
FEB 22 2000
WATER RESOURCES DEPT
SALEM, OREGON

1 10544

Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender. If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

1 10544 MP113

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

1 10544 MP 113

limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

(d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary,

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

10544 MP 113

Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Attorneys' Fees. As used in this Security Instrument and in the Note, attorneys' fees shall include those awarded by an appellate court.

26. Protective Advances. This Security Instrument secures any advances Lender, at its discretion, may make under Section 9 of this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.

27. Required Evidence of Property Insurance.

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by Applicable Law.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

1001879658

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

4/25/06
- BORROWER - CHARLES GARNER - DATE -

4/25/06
- BORROWER - DANA GARNER - DATE -

[Space Below This Line For Acknowledgment]

STATE OF Oregon
COUNTY OF Washington

On this 25 day of April 2006 personally appeared the above named

Charles Garner and Dana Garner

and acknowledged the foregoing instrument to be ~~his/her~~ their voluntary act and deed.

(Official Seal)

Kathryn Runyon
Notary Public For Oregon

OFFICIAL SEAL
KATHRYN RUNYON
NOTARY PUBLIC-OREGON
COMMISSION NO. A365164
MY COMMISSION EXPIRES FEB. 22, 2007

My Commission Expires: 2/22/07

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

1 10544 MP 113

1001879658

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Second Home Rider.

04/25/06

- BORROWER - CHARLES GARNER - DATE -

4/24/06

- BORROWER - DANA GARNER - DATE -

RECEIVED

FEB 22 2008

WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

SECOND HOME RIDER

GARNER
Loan #: 1001879658
MIN: 100058310000759144

THIS SECOND HOME RIDER is made on this 25TH day of APRIL, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to LOANCITY , A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property"), which is located at: 252 NW 35TH STREET, REDMOND, OR 97756 (Property Address).

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument is deleted and are replaced by the following:

6. Occupancy. Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

8. Borrowers Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrowers occupancy of the Property as Borrower's second home.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

T 10544 MP 113

First American Title Insurance Company of Oregon
PO Box 1195
Redmond, OR 97756
Phn - (541)923-3014
Fax - (541)548-2816

First American

COPY

Central Oregon Irrigation District
1055 SW Lake Ct
Redmond, OR 97756

December 11, 2007
File No.: 7062-1152092

Attn:

Re: **Map# 15 13 08 DB 01900**
Seller: **Glenn McDermid and Lynn J. McDermid**
Buyer: **Manuel M Meda**
Property: **2356 NW Fir Avenue, Redmond, OR 97756**
Tax Account No.: **241961**

We, as Escrow Agent, are handling a transaction on the above referenced property. Please advise us of any water rights or assessments against this property. Kindly return this information via fax to Fax No. **(866) 902-9871**.

Should you have any questions or need assistance please contact the undersigned.

First American Title Insurance Company of Oregon

Luis Jimenez, Escrow Officer

Assessments

An assessment of $_____ covers the lien period beginning ___/___/____ to ___/___/____.

The balance owing is $_____ plus interest from ___/___/____ at the rate of $_____ per diem.

Transfer Fee $_____ Acres of Water _____

Please indicate which of the following applies:

_____ Assessed _____ Adjudicated
_____ Vested _____ Permitted

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Please show the point of delivery if map is attached.

Signed by: Barbara Date: 12/11/07

$30.00 FEE FOR WATER RIGHTS INQUIRY

T 10544 MP 113

WESTERN TITLE & ESCROW COMPANY

153 SW 5th STREET/REDMOND, OR 97756
Phone: (541) 548-2911 Fax: (541) 548-8601

12/07/2007

COID
1055 SW Lake Ct.
Redmond, OR 97756

Sent Via Fax: 548-0243

Please furnish us with figures on the following assessment at your earliest convenience:

Owner's Name : GRP LOAN, INC.
Property Address: 1463 NW 20TH COURT
Tax Account No. : [redacted]
15-13-08-AA-01714
Subdivision : Lot 5, Two Bar Estates

NOTE: (x) This is a sale escrow. Ownership will transfer at close of escrow.
( ) This is a refinance. No ownership change will occur.

If you are unable to process this request, please call our office as soon as possible. Thank you for your cooperation.

Sincerely,
WESTERN TITLE & ESCROW COMPANY

Cheryl Williams
Senior Escrow Officer
CCW/LB

****

To: WESTERN TITLE & ESCROW COMPANY

Our records indicate the following:

___V___ No Water
____ Water - No. Acres: _____ - Current Assessment $_____.

Assessed from _____ to _____ Currently Paid to _____

When due: _____ (Quarterly), _____ (Annually), or _____ (Semi-Annually)

Amount now owing: $_____ (includes any delinquencies)

Transfer Fee: $_____.

By: Barbara Date: 12/11/07

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

$30.00 FEE FOR WATER RIGHTS INQUIRY

1 10544 MP 113

COPY

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

RECEIVED
FEB 22 2008
WATER RESOURCES DEI
SALEM OREGON

T 10544 MP 113

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 -- 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

1 10544 MP 113

Oregon
Theodore R. Kulongoski, Governor

COPY

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

Thank You

April 18, 2007

Gen Hubert
Deschutes Water Exchange Mitigation Bank
P.O. Box 1560
Bend, OR 97701

Dear Gen:

Thank you for participating in the Short-Term Instream Leasing Program and Deschutes Mitigation Credit Program. I want to express appreciation for your participation in these programs and cooperation in helping to improve streamflows for fish and aquatic life and to provide mitigation water to ground water users in the Deschutes Ground Water Study Area.

This instream lease has been approved and has been awarded mitigation credits

Enclosed is a copy of the final order approving the instream lease and mitigation credit project. If you have any questions, please call me at (503) 986-0884.

Sincerely,

Laura Snedaker
Field Services Division

c: Jeremy Giffin, Watermaster District 11
Laura Wolam, Central Oregon Irrigation District
file IL-807 / MP-98 COID-07-03

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

1 10544 MP 113

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of the Proposed Lease of Existing Water Rights for Instream Use and Preliminary and Final Award of Mitigation Credits, Certificates 76358, Crook and Deschutes Counties	)))))	DETERMINATION and FINAL ORDER ON PROPOSED INSTREAM LEASE & MITIGATION CREDIT PROJECT

ORS 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. OAR Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating instream lease applications.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Lessor
Central Oregon Irrigation District (COID)
1055 SW Lake Court
Redmond, OR 97756
lauraw@coid.org

Lessee
Deschutes Water Exchange (DWE)
Mitigation Bank
P.O. Box 1560
Bend, Oregon 97709
gen@deschutesriver.org

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Findings of Fact

1. On March 19, 2007, COID and the DWE Mitigation Bank filed an application to lease a portion of Certificate 76358 to instream use. The Department assigned the application number IL-807.

2. The rights to be leased are as follows:

Certificate: 76358
Season of Use: April 1 to November 1, further limited as follows:
April 1 to May 1 and Oct. 1 to Nov. 1 described herein as Season 1
May 1 to May 15 and Sept. 15 to Oct. 1 described herein as Season 2
May 15 to Sept. 15 described herein as Season 3
Priority Date: October 31, 1900 and December 2, 1907
Use: Irrigation of 17.66 acres from Point of Diversion (POD) #1 and 55.78 acres from POD #11
Quantity: Rate:
Season 1 (limited to 1/80th Cubic Foot per Second (CFS) per acre)
Season 2 (limited to 1/60th cfs per acre)

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

Season 3 (limited to 1/32.4th cfs per acre)
Duty (limited to 9.91 acre-feet per acre)

POD #1

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.221 CFS	0.294 CFS	0.388 CFS	
December 2, 1907			0.157 CFS	
Totals	0.221 CFS	0.294 CFS	0.545 CFS	175.01 AF

POD #2

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	0.697 CFS	0.930 CFS	1.227 CFS	
December 2, 1907			0.495 CFS	
Totals	0.697 CFS	0.930 CFS	1.722 CFS	552.78 AF

The listed quantities reflect allowance of a 45% canal transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Direct diversions, by certificate, are not allowed this transmission loss.

Source: Deschutes River, tributary to the Columbia River

Authorized Place of Use:

Twp	Rng	Mer	Sec	Q-Q	POD	Tax Lot	Acres
14 S	13 E	WM	16	SW SE	11	2400	0.3
15 S	13 E	WM	4	NE NE	11	600	5.0
15 S	13 E	WM	4	SE SE	11	800	0.65
15 S	13 E	WM	4	SE SE	11	900	0.6
15 S	13 E	WM	4	SW SW	11	704	6.31
15 S	13 E	WM	8	SE SW	11	100	7.6
15 S	13 E	WM	8	SE SW	11	200	9.5
15 S	13 E	WM	8	SW SW	11	802	0.9
15 S	13 E	WM	8	SW SW	11	600	1.0
15 S	13 E	WM	8	SW SW	11	601	0.6
15 S	13 E	WM	8	SW SW	11	602	0.5
15 S	13 E	WM	8	SW SW	11	801	0.77
15 S	13 E	WM	8	SW SW	11	803	1.0
15 S	13 E	WM	8	SW SW	11	700	4.0
15 S	13 E	WM	8	SW SW	11	900	4.0
15 S	13 E	WM	9	SW NW	11	501	0.8
15 S	13 E	WM	18	SW SE	11	2802	3.74
15 S	13 E	WM	18	SW SE	11	2809	0.26
15 S	13 E	WM	20	NW NW	11	201	4.4
15 S	13 E	WM	21	SW NW	11	2800	0.35
15 S	13 E	WM	21	SW NW	11	200	0.25
15 S	13 E	WM	21	SW NW	11	300	0.25
15 S	13 E	WM	30	NW NW	11	902	3.0
17 S	12 E	WM	23	NE NE	1	106	6.8
17 S	12 E	WM	23	NW SW	1	1001	0.7
17 S	12 E	WM	26	NE SW	1	705	4.7
17 S	12 E	WM	28	NE SW	1	200	1.86
17 S	13 E	WM	31	NE SE	1	1100	3.0
17 S	14 E	WM	22	NE SE	1	801	0.2
18 S	13 E	WM	12	SE NW	1	501	0.4

10544

MP 113

Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
18 S	11 E	WM	13	SW NE	Central Oregon Canal POD #1 – 1520 feet South & 1535 feet West from the NE corner of Section 13
17 S	12 E	WM	29	SE NE	COID North Canal POD #11 – 850 feet North & 630 feet West from the E ¼ corner of Section 29

3. The lease application includes the information required under OAR 690-077-0077(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(6). No comments were received.

4. The instream use is as follows:
Deschutes River tributary to the Columbia River

Instream Reach #1: From POD #1 to POD #11 (both as described in Finding of Fact #3)

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.121 Season 2: 0.162 Season 3: 0.300	96.26	April 1 – Oct. 26

Instream Reach #2: From POD #11 to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
76358	10/31/1900	Season 1: 0.505 Season 2: 0.673 Season 3: 1.247	400.28	April 1 – Oct. 26

5. Other conditions to prevent injury and enlargement are:

The amount of water to be leased instream under Certificate 76358 does not include a 45% transmission loss associated with this right when used for its originally authorized purpose. The transmission loss may not be leased and protected instream.

The total volume protected instream shall not exceed 400.28 AF.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

6. There is a supplemental water right, Certificate 76714, appurtenant to all or a portion of the lands described in Finding of Fact # 2. The Lessor and Lessee have requested that this water right not be included as part of this lease application. During the term of the lease, water use under this right will also be suspended.

7. Based upon review of the application, comments received, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. This finding is made through an abbreviated review recognizing that the lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

8. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077-0070 or OAR 690-077-0075 a new

injury review shall be required. Transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of future leases or transfers.

9. The lease application identifies the term of the lease as extending through 2011. However, the Lessee and Lessor have clarified that the term of this lease should only extend through 2007. Therefore, this lease will terminate on October 31, 2007.

Preliminary Award of Deschutes Basin Mitigation Credits

10. The Lessee, a mitigation bank chartered by the Water Resources Commission, has requested that the portion of the right to be protected instream be used to generate mitigation credits.

11. The Department assigned this mitigation credit project number MP-98.

12. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6). The Department also provided notice of the mitigation credit project to the Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, Oregon Parks and Recreation Department, Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2). Comments were received from Oregon Parks and Recreation Department. These comments identified that the proposed lease will contribute to flows necessary for recreation and aesthetic and scenic attraction.

13. No modifications were made to the lease based on the comments received.

14. The Department finds that 132.2 mitigation credits may be awarded to this mitigation credit project and assigned to the DWE Mitigation Bank. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the **General and Middle Deschutes Zones of Impact.**

15. The mitigation credits expire on December 31, 2007.

16. The use and maintenance of the mitigation credits is subject to the terms and conditions of the DWE Mitigation Bank Charter.

17. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of the Final Order approving the proposed instream lease shall result in completion of the project and verification that the project is complete.

No precedent is set by this Final Order as to the amount of mitigation credits that may be generated by a subsequent mitigation credit project.

10544 MP 113

CONCLUSIONS OF LAW

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease conforms to the applicable provisions of OAR 690-077-0015.

This mitigation project results in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

ORDER

Therefore, it is ORDERED:

1. That the Lease as described herein is APPROVED.

2. The former place of use will no longer receive water as part of these rights, any supplemental rights or any other layered water rights for irrigation use, including ground water registrations, during the term of the lease.

3. The lease will terminate on October 31, 2007.

4. **Final Award of Deschutes Basin Mitigation Credits:** Issuance of this Final Order results in completion of the project and verification by the Department that the project is complete. The Department concludes that the mitigation credit project is awarded mitigation credits, as described above, pursuant to OAR 690-521-0400 and ORS 537.746. Mitigation Credits, in the amount of **132.2** credits, as described herein, are awarded to this mitigation project and assigned to the DWE Mitigation Bank. Mitigation Credits may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the **General and Middle Deschutes Zones of Impact**.

5. Mitigation credits are valid until used (or until they expire or are terminated) to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

6. The mitigation credits shall expire on December 31, 2007.

7. The use and maintenance of the mitigation credits shall be subject to the terms and conditions of the DWE Mitigation Bank Charter.

Dated at Salem, Oregon this 19th day of April 2007.

Phillip C. Ward, Director

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

Mailing date: APR 24 2007

T 10544

MP 113

COPY

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2007-29099
$41.00
05/23/2007 10:00:04 AM
D-D Cnt=1 Stn=3 PG
$15.00 $11.00 $10.00 $5.00

IRRIGATION DISTRICT

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

MAIL TAX STATEMENT
TO: NO CHANGE

3

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

Grantor, WASABI WASABI, LLC, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands described in Exhibit "A" ("Subject Lands") attached and incorporated herewith and commonly known as: 15-13-05 SE NE 302, release their claim and responsibility for 4.5 acres of COID water rights that are appurtenant to the Subject Lands, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 4.50 acres of water rights incurred.

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

Consideration for this Quitclaim: $4,500.00

Grantor:

_____ Date 5-18-07
Hayden H. Watson for WASABI WASABI, LLC

Monica L Endsley Date 5/18/07
Monica L. Endsley for WASABI WASABI, LLC

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 18th, 2007 by Hayden H. Watson as member for WASABI WASABI, LLC.

OFFICIAL SEAL
KIMBERLY GUTHRIE
NOTARY PUBLIC - OREGON
COMMISSION NO. 370022
MY COMMISSION EXPIRES JULY 18, 2007

Kimberly Guthrie
Notary Public

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 1.13

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 18th, 2007 by Monica L. Endsley as member for WASABI WASABI, LLC.

OFFICIAL SEAL
KIMBERLY GUTHRIE
NOTARY PUBLIC - OREGON
COMMISSION NO. 370022
MY COMMISSION EXPIRES JULY 18, 2007

Kimberly Guthrie
Notary Public

Grantee:

Date 21 May, 2007

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 21, 2007 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

Leslie Clark
Notary Public

© Central Oregon Irrigation District 2007

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

COPY

EXHIBIT "A"
LEGAL DESCRIPTION

Description of a parcel of land situated in a portion of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a bolt monumenting the East Quarter (E1/4) corner of Section 5, Township 15 South, Range 13, E.W.M., the initial point as well as the true point of beginning; thence North 00°36'02" East along the East line of the NE1/4 of said Section 5, 396.00 feet to the North line of a parcel of land described in Deschutes County Deeds, Book 48, Page 273; thence North 89°53'57" West along said North line 550.02 feet; thence South 00°36'02" West, 396.00 feet to the South line of the SE1/4 of said NE1/4; thence South 89°53'57" East along said South line 550.02 feet to the point of beginning.

TOGETHER WITH: Commencing at a bolt monumenting the West Quarter (W1/4) corner of Section Four (4), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, the initial point, as well as the true point of beginning; thence along the South line of the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) South 89°54'24" East, 113.94 feet to a point on the West canyon rim marked by a 5/8" diameter rebar with yellow plastic cap marked "AES"; thence leaving said South line along said West canyon rim the following 15 courses marked by 5/8" diameter rebar with yellow plastic cap marked "AES";

North 22°23'14" West, 6.21 feet to an angle point on said rim;
North 58°49'05" East, 24.09 feet to an angle point on said rim;
North 45°33'27" East, 47.01 feet to an angle point on said rim;
North 31°47'27" East, 6.71 feet to an angle point on said rim;
North 32°05'19" West, 65.26 feet to an angle point on said rim;
North 01°01'17" East, 32.20 feet to an angle point on said rim;
North 33°24'17" East, 26.56 feet to an angle point on said rim;
North 53°01'29" East, 36.22 feet to an angle point on said rim;
North 02°15'01" East, 64.77 feet to an angle point on said rim;
North 23°10'46" West, 33.28 feet to an angle point on said rim;
North 59°59'36" West, 120.62 feet to an angle point on said rim;
North 65°49'14" West, 12.31 feet to an angle point on said rim;
South 65°37'25" West, 30.80 feet to an angle point on said rim;
North 21°39'30" West, 47.20 feet to an angle point on said rim;
North 17°56'20" West, 9.03 feet to a point on the West line of said SW1/4NW1/4; thence along the West line of said SW1/4NW1/4 South 00°37'39" West, 388.92 feet to the true point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T-L 302 (See notes for Legal Descr. w/ Warranty Deed

EXCEPTING THEREFROM: Commencing at a bolt monumenting the East Quarter (E1/4) corner of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon; thence along the East line of Section 5 North 00°37'39" East, 388.92 feet to a point on the West canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "AES", the true point of beginning; thence along the West canyon rim North 17°56'20" West, 5.14 feet to an angle point on the West canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "AES"; thence continuing along said canyon rim North 80°47'55" West, 13.79 feet to a point on said canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "LS2527"; thence leaving said canyon rim South 89°51'33" East, 15.27 feet to a point on the East line of said Section 5; thence along said East line South 00°37'39" West, 7.06 feet to the true point of beginning.

OPERATING AGREEMENT OF
Wasabi Wasabi, L.L.C.
an Oregon Limited Liability Company

The undersigned members, desiring to form a limited liability company under the Oregon Limited Liability Company Act, hereby agree as follows:

ARTICLE 1
FORMATION

1.1 Name. The name of the limited liability company (the "L.L.C.") is Wasabi Wasabi, L.L.C.

1.2 Articles of Organization. Articles of organization were filed with the Oregon Secretary of State on May 26, 2000.

1.3 Duration. The L.L.C. shall exist for a period ending on May 26, 2030, unless earlier dissolved as provided in this operating agreement.

1.4 Principal Place of Business. The principal office of the L.L.C. shall initially be at 2618 S.W. 4th Street, Suite A, Redmond, Oregon 97756. The members may relocate the principal office or establish additional offices from time to time.

1.5 Registered Office and Registered Agent. The L.L.C.'s initial registered office shall be at 2618 S.W. 4th Street, Suite A, Redmond, Oregon 97756 and the name of its initial registered agent at such address shall be Hayden H Watson.

ARTICLE 2
MEMBERS, CONTRIBUTIONS, AND INTERESTS

2.1 Names and Addresses. The names and addresses of the members of the L.L.C., and their initial percentage ownership interests are:

Name and Address	Percentage
Hayden H. Watson 853 West Y Street Washougal, Washington 98671	50%
Monica L. Endsley 2618 S.W. 4th Street Suite A Redmond, Oregon 97756	50%

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

T 10544 MP 113

2.2 Other Business of Members. Any member may engage independently or with others in other business and investment ventures of every nature and description and shall have no obligation to account to the L.L.C. for such business or investments or for business or investment opportunities.

2.3 Additional Members. Additional members shall not be admitted except with the consent of all members.

2.4 Additional Contributions. Additional capital contributions shall be accepted from existing members only if the managers unanimously approve and set the maximum total amount of the additional capital contributions. If the managers do so, the members shall have the opportunity (but not the obligation) to make such additional capital contributions on a pro rata basis in accordance with their ownership interests. If any member elects to make less than the member's pro rata share of any additional capital contributions, the others may contribute the difference on a pro rata basis in accordance with their ownership interests or on any other basis they may agree upon.

2.5 No Interest on Capital Contributions. No interest shall be paid on capital contributions.

2.6 Capital Accounts. An individual capital account shall be maintained for each member. Each member's capital account shall be (i) credited with all capital contributions by such member and the member's distributive share of all income and gain (including any income exempt from federal income tax); and (ii) charged with the amount of all distributions to such member and the member's distributive share of losses and deductions. Capital accounts shall be maintained in accordance with federal income tax accounting principles as set forth in Treas. Reg. § 1.704-1(b)(2)(iv) or any successor provision.

ARTICLE 3
MEMBER MEETINGS

3.1 Meetings. A meeting of members shall be held (a) if it is called by the managers; or (b) if members holding at least 50 percent of the ownership interests sign, date, and deliver to the L.L.C.'s principal office a written demand for the meeting, describing the purpose or purposes for which it is to be held. Meetings of members shall be held at the principal office of the L.L.C. or any other place specified in the notice of meeting.

3.2 Notice of Meeting. Notice of the date, time, and place of each members' meeting shall be given to each member not earlier than 60 days nor less than 10 days before the meeting date. The notice must include a description of the purpose or purposes for which the meeting is called.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

3.3 Record Date. The persons entitled to notice of and to vote at a members' meeting, and their respective ownership interests, shall be determined as of the record date for the meeting. The record date shall be a date, not earlier than 70 days nor less than 10 days before the meeting, selected by the managers. If the managers do not specify a record date, the record date shall be the date on which notice of the meeting was first mailed or otherwise delivered.

3.4 Quorum. The presence, in person or by proxy, of members holding at least 100 percent of the ownership interests shall constitute a quorum.

3.5 Proxies. A member may be represented at a meeting in person or by written proxy.

3.6 Voting. On each matter requiring action by the members, each member shall be entitled to vote the member's ownership interest.

ARTICLE 4
MANAGEMENT

4.1 Management of L.L.C.. The management and control of the L.L.C. and its business and affairs is exclusively in the members. The members, or any of them, have all the powers that may be possessed by a member in a limited liability company without managers pursuant to the Act.

4.1.1 Notwithstanding Section 4.1, the members agree among themselves that, except as otherwise provided in Section 4.2, in connection with Major Decisions (defined in Section 4.2), the right to manage the day-to-day operations of the Company rests exclusively in Hayden H. Watson (the "Operating Manager"). Consistent with and subject to the foregoing, the Operating Manager has all the rights and powers that may be possessed by a manager in an L.L.C. with managers pursuant to the Act, and such rights and powers as are otherwise conferred by law or are necessary, advisable, or convenient to the discharge of the Operating Manager's duties under this Agreement and to the management of the business and affairs of the L.L.C.. Without limiting the generality of the foregoing, subject to the restrictions set forth in Section 4.2, the Operating Manager has the following rights and powers (which he or she may exercise at the cost, expense, and risk of the L.L.C.):

(1) To expend the funds of the L.L.C. in furtherance of the L.L.C.'s business;

(2) To perform all necessary acts necessary to fulfill the purposes of the L.L.C., including engaging persons the Operating Manager deems advisable to fulfill those purposes;

(3) To execute, deliver, and perform on behalf of and in the name of the L.L.C., without any other signature, agreements and documents deemed necessary or desirable by

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

the Operating Manager to carry out the business of the L.L.C., including any lease, deed, easement, bill of sale, mortgage, trust deed, security agreement, contract of sale, or other document conveying, leasing, or granting a security interest in the interest of the L.L.C. in any of its assets, or any part thereof, whether held in the L.L.C.'s name, the name of the Operating Manager, or otherwise; and

(4) To borrow or raise money on behalf of the L.L.C. in the L.L.C.'s name or in the name of the Operating Manager for the benefit of the L.L.C. and, from time to time, to draw, make, accept, endorse, execute, and issue promissory notes, drafts, checks, and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure their payment by mortgage, security agreement, pledge, conveyance, or assignment in trust of the whole or any part of the assets of the L.L.C., including contract rights.

4.2 **Restriction on Authority of Operating Manager.** Notwithstanding any other provision of this Agreement, without the prior written approval or consent of a Majority of the Members, the Operating Manager does not have any authority to do any of the following (the "Major Decisions"):

(1) Amend the L.L.C.'s Articles of Organization or this Agreement;

(2) Finance or refinance any assets of the L.L.C., or demolish, renovate, or lease the existing improvements on the L.L.C.'s existing real property in Deschutes County, Oregon (the "Property");

(3) Acquire any land or other real property or interest in land or other real property other than any easement, right-of-way, or other similar interest reasonably required, in the opinion of the Operating Manager, for the ownership or operation of the L.L.C.'s Property;

(4) Sell, transfer, or exchange all or substantially all of the property owned by the L.L.C.;

(5) Execute any lease or other arrangement involving the rental, use, or occupancy of the Property or any part of it if such lease or other arrangement is for a net rentable area of more than 10,000 square feet or is for a term (including renewal options) in excess of 5 years;

(6) Construct any improvements or make any capital improvements, repairs, alterations, or changes in or to the Property involving in any instance an expenditure in excess of $100,000, except for matters expressly delegated to the Operating Manager by the members.

4.3 **Member's Exercise of Authority.** Notwithstanding any other provision of this Agreement, should any member not an Operating Manager exercise any right or power vested in the member as a manager of the L.L.C. (other than voting or consenting to Major Decisions as provided in Section 4.2), on the approval of members owning a majority of the Ownership Interests held by

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

members other than the breaching member, the L.L.C. or such remaining members have the option, but not the obligation, to purchase and acquire the interest of that member in the L.L.C. for an amount equal to sixty percent (60%) of the amount that member otherwise would receive if the L.L.C.'s assets were then sold and the proceeds distributed in liquidation to all members in accordance with this Agreement. Payment for that member's interest in the L.L.C. will be unsecured and will not be less than twenty percent (20%) of the purchase price at closing, and twenty percent (20%) of the purchase price on each anniversary of the closing until paid.

4.4 **Decisions by Members.** Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a majority of the members.

4.5 **Reimbursements.** The Operating Manager is entitled to reimbursement from the L.L.C. for actual out-of-pocket expenses of the L.L.C. reasonably incurred in connection with the L.L.C.'s business.

4.6 **Salary.** No salary will be paid to a member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a majority of the members.

4.7 **Insurance.** At all times, the Operating Manager must obtain and keep in full force and effect a comprehensive public liability policy and a property damage policy in amounts, with companies, and on terms acceptable to a majority of the members. Each policy of insurance covering any L.L.C. property or any portion of any L.L.C. property must provide that the policy may not be canceled without at lease ten (10) days' written notice to the members.

ARTICLE 5
ACTIONS WITHOUT NOTICE, WITHOUT MEETING, OR BY TELEPHONE

5.1 **Meeting of all Members or Managers.** Notwithstanding any other provision of this operating agreement, if all of the members or managers shall hold a meeting at any time and place, such meeting shall be valid without call or notice, and any lawful action taken at such meeting shall be the action of the members or managers, respectively.

5.2 **Action Without Meeting.** Any action required or permitted to be taken by the members or the managers at a meeting may be taken without a meeting if a consent in writing, describing the action taken, is signed by members holding more than 51 percent of the ownership interests or by all of the managers, as the case may be, and is included in the minutes or filed with the L.L.C.'s records of meetings.

5.3 **Meetings by Telephone.** Meetings of the members or managers may be held by conference telephone or by any other means of communication by which all participants can hear

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

each other simultaneously during the meeting, and such participation shall constitute presence in person at the meeting.

ARTICLE 6
ACCOUNTING AND RECORDS

6.1 Books of Account. The L.L.C.'s books and records, a register showing the names, addresses, and ownership interests of the members, and this operating agreement shall be maintained by the managers. Each member shall have access thereto at all reasonable times. The managers shall keep books and records of the operation of the L.L.C. which are appropriate and adequate for the L.L.C.'s business and for the carrying out of this agreement.

6.2 Fiscal Year. The fiscal year of the L.L.C. shall be the calendar year.

6.3 Accounting Reports. Within 90 days after the close of each fiscal year, the managers shall cause each member to receive an unaudited report of the activities of the L.L.C. for the preceding fiscal year, including a copy of a balance sheet of the L.L.C. as of the end of such year and a statement of income or loss for such year.

6.4 Tax Returns. The managers shall cause all required federal and state income tax returns for the L.L.C. to be prepared and timely filed with the appropriate authorities. Within 90 days after the end of each fiscal year, each member shall be furnished a statement suitable for use in the preparation of the member's income tax return, showing the amounts of any distributions, contributions, gains, losses, profits, or credits allocated to the member during such fiscal year.

ARTICLE 7
ALLOCATIONS AND DISTRIBUTIONS

7.1 Determination. The net profit or net loss of the L.L.C. for each fiscal year shall be determined as of the end of such fiscal year by the L.L.C.'s certified public accountants in accordance with those principles of the cash receipts and disbursements method of accounting which are employed in the preparation of the Federal income tax informational return filed by the L.L.C. for that fiscal year, but without any special provisions for tax-exempt or partially tax-exempt income of the L.L.C..

7.2 Allocation. All items of income, gain, loss, deduction, and credit shall be allocated among all members in proportion to their Ownership Interests.

7.3 Deductions of Payments. It is intended by the members that expense reimbursements and amounts paid for services specified in Section 4.10 will be treated as payments made for services by a person who is not a member pursuant to Code 707(a). If for any reason any such payment is not so treated, notwithstanding any provision of this Agreement to the contrary, an amount of

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Company gross income equal to such payment shall be allocated to the payee of such amount prior to the allocations otherwise specified in Section 7.2.

7.4 **Transfer of L.L.C. Interest.** In the event a member transfers all or part of such member's interest in the L.L.C., the net profit or net loss of the L.L.C. allocable to the interest so transferred or adjusted shall be prorated between the transferor and the transferee for the fiscal year in which such transfer or adjustment occurs in accordance with the number of days during such fiscal year that each owned such interest.

7.5 **Tax Elections.** If a member transferring all or part of a member's interest shall have realized a gain as a result of a transfer and if the transferee of such interest becomes a member, the L.L.C. may, but shall not be required to, elect to adjust the basis of the L.L.C. property pursuant to Code 754. Thereafter, until such election is revoked as permitted by Treasury Regulations 1.754-1(c), all items of income, gain, loss, deduction or credit arising out of adjustments to basis because of such transfer shall be allocated to such transferee.

All other elections required or permitted to be made by the L.L.C. under the Code, including any election which may be permitted by regulation in a form similar to that described in Treasury Regulations 1.704-1(b)(2)(iv)(c), shall be made in such manner as, in the opinion of the members with the advice of the auditors or accountants and legal counsel for the L.L.C., will be most advantageous to the members.

7.6 **Distributions.** The members shall, not less often than annually, review the financial operations and cash position of the L.L.C. and may distribute any cash (including the proceeds of any refinancing or indebtedness of the L.L.C.) that is in excess of the amount that members having Ownership Interests equal to or in excess of fifty-one percent (51%) of the Ownership Interests determine is reasonably needed by the L.L.C.. Any distribution pursuant to this Section 7.6 shall be allocated among the members in the ratio of their Ownership Interests on the date of such distribution.

ARTICLE 8
WITHDRAWAL, TRANSFER AND DISSOLUTION

8.1 **Withdrawal/Transfer.** Each member agrees not to withdraw from the L.L.C. without the consent of all other members. A voluntary withdrawal in violation of this section shall be effective after three (3) months' written notice delivered to the other members, but shall constitute a breach of this operating agreement for which the L.L.C. and other members shall have the remedies provided under applicable law. Each member agrees not to transfer all or any portion of such member's interest in the L.L.C. without the consent of all other members. An attempted transfer in violation of this Section shall be void and shall not transfer any rights in the L.L.C. to the transferee.

8.2 **Events of Dissolution.** Except as otherwise provided in this operating agreement, the L.L.C. shall dissolve upon the earlier of: (a) the time, if any, for dissolution specified in the articles

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

of organization: (b) the death, incompetence, withdrawal, expulsion, bankruptcy, or dissolution of any member; or (c) approval of dissolution by a vote of the members.

8.3 Effect of Death of a Member. In the event of the death of a member, the remaining member(s) may within one hundred twenty (120) days elect to:

(a) Continue the L.L.C. and admit the deceased member's spouse, estate or other beneficiary as a member in place of the deceased member; or

(b) Continue the L.L.C. among the surviving member(s) and purchase the interest of the deceased member pursuant to the provisions of Sections 8.6 and 8.7.

The election shall be at the sole discretion of the surviving member(s) and shall require their unanimous consent. If the surviving member(s) do not so elect, the L.L.C. shall be dissolved.

8.4 Effect of Withdrawal or Other Event. Upon the incompetence, withdrawal, expulsion, bankruptcy, or dissolution of a member, the remaining member(s) may within one hundred twenty (120) days, without waiving any remedies in the case of voluntary withdrawal, elect to continue the L.L.C. among themselves and to purchase the interest of the affected member pursuant to the provisions of Sections 8.6 and 8.7. The election shall be at the sole discretion of the remaining member(s) and shall require their unanimous consent. If the remaining member(s) do not so elect, the L.L.C. shall be dissolved.

8.5 Liquidation Upon Dissolution and Winding Up. Upon the dissolution of the L.L.C., the members shall wind up the affairs of the L.L.C.. A full account of the assets and liabilities of the L.L.C. shall be taken. The assets shall be promptly liquidated and the proceeds thereof applied as required by the Oregon Limited Liability Company Act. With approval by vote of the members, the L.L.C. may, in the process of winding up the L.L.C., elect to distribute certain property in kind.

8.6 Valuation of Member's Interest. Upon an election by the L.L.C. or the remaining member(s) to purchase the interest of a member pursuant to Section 8.3 or 8.4, the value of the affected member's interest shall be determined by multiplying the member's percentage ownership interest by the net fair market value of all L.L.C. assets. The net fair market value of the L.L.C. assets shall be determined by agreement between the remaining member(s) and the affected member or the affected member's personal representative within thirty (30) days after notice of the election to purchase such interest is given to the affected member or the affected member's personal representative. In the event agreement as to such value cannot be obtained within such time period, the remaining member(s) and the affected member or the affected member's personal representative shall have thirty (30) days within which agree upon a neutral third-party appraiser to determine the net fair market value of the L.L.C. assets, which determination shall be final and binding on the parties. If the remaining member(s) and the affected member or the affected member's personal representative do not agree upon an appraiser to value the L.L.C. assets within such time period, then the remaining member(s) shall propose a list of three (3) acceptable appraisers, and the affected

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

member or the affected member's personal representative shall select on appraiser from such list within ten (10) days after presentation of such list. If the affected member or the affected member's personal representative fails to select one appraiser from such list to conduct the appraisal, then the remaining member(s) may appoint any appraiser from such list and the determination of net fair market value by such appraiser shall be final and binding on the parties. The cost of the appraisal shall be paid one-half by the L.L.C. and one-half by the affected member or the affected member's estate.

8.7 Payment for Member's Interest. The purchase price for a member's interest purchased pursuant to Section 8.3 or 8.4 shall be paid with ten percent (10%) in cash as a down payment and the balance in sixty (60) substantially equal, consecutive monthly payments, including principal and interest. Interest shall accrue at the prime rate in effect on the date of the event giving rise to the election to purchase as quoted by the Wall Street Journal or, if that publication becomes unavailable, another reputable source chosen by vote of the members. The first payment shall be made not later than ninety (90) days following such date. The L.L.C. may prepay the remaining amount of the purchase price at any time. The deferred portion of the purchase price shall be evidenced by a promissory note reflecting the terms set forth above and containing an attorney fee provision.

8.8 Effect of Purchase of Member's Interest. A member shall cease to be a member upon the L.L.C.'s election to purchase the member's interest pursuant to Section 8.3 or 8.4. During the period in which the L.L.C. is making payments to the former member, the former member shall have no rights as a member in the L.L.C..

8.9 Insurance. The members may agree that the L.L.C. purchase life insurance on the lives of the members, or that each member purchase life insurance on the life of the other, to fully or partially fund the purchase of a member's interest pursuant to Section 8.3. If such policy or policies of life insurance are in effect and the L.L.C. or remaining member(s) elect to purchase the interest of a deceased member, then the entire death benefit of such policy up to the purchase price for the interest of the deceased member shall be paid in cash and the balance of the purchase price shall be deferred pursuant to Section 8.7.

ARTICLE 9
INDEMNIFICATION

9.1 Indemnification. The L.L.C. shall indemnify each of its managers to the fullest extent permissible under Oregon law, as the same exists or may hereafter be amended, against all liability, loss and costs (including, without limitation, attorney fees) incurred or suffered by such person by reason of or arising from the fact that such person is or was a manager of the L.L.C., or is or was serving at the request of the L.L.C. as a manager, director, officer, partner, trustee, employee, or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. The L.L.C. may, by action of the members or managers, provide indemnification to employees and agents of the L.L.C. who are not managers. The indemnification provided in this section shall not be exclusive of any other rights to which any

T 10544 MP113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

person may be entitled under any statute, bylaw, agreement, resolution of members or managers, contract, or otherwise.

9.2 Limitation of Liability. Managers of the L.L.C. shall not be liable to the L.L.C. or its members for monetary damages for conduct as managers except to the extent that the Oregon Limited Liability Company Act, as it now exists or may hereafter be amended, prohibits elimination or limitation of manager liability. No repeal or amendment of this section or of the Oregon Limited Liability Company Act shall adversely affect any right or protection of a manager for actions or omissions prior to the repeal or amendment.

ARTICLE 10
AMENDMENTS

10.1 By Members. The members may amend or repeal the provisions of this operating agreement by unanimous agreement set forth in writing or by action taken at a meeting of members called for that purpose. This operating agreement may not be amended or repealed by oral agreement of the members.

10.2 By Managers. The managers may not amend or repeal the provisions of this operating agreement.

ARTICLE 11
MISCELLANEOUS

11.1 Additional Documents. Each member shall execute such additional documents and take such actions as are reasonably requested by the managers in order to complete or confirm the transactions contemplated by this operating agreement.

11.2 Arbitration. Any dispute among the members or among the members and the L.L.C. concerning this operating agreement shall be settled by arbitration before a single arbitrator, using the rules of commercial arbitration of the American Arbitration Association. Arbitration shall occur in Bend, Oregon. The parties shall be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure, subject to limitation by the arbitrator to secure just and efficient resolution of the dispute. If the amount in controversy exceeds $10,000, the arbitrator's decision shall include a statement specifying in reasonable detail the basis for and computation of the amount of the award, if any. A party substantially prevailing in the arbitration shall also be entitled to recover such amount for its costs and attorney fees incurred in connection with the arbitration as shall be determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction. Nothing herein, however, shall prevent a member from resort to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

11.3 Counterparts. This operating agreement may be executed in two or more counterparts, which together shall constitute one agreement.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

11.4 **Governing Law**. This operating agreement shall be governed by Oregon law.

11.5 **Headings**. Headings in this operating agreement are for convenience only and shall not affect its meaning.

11.6 **Severability**. The invalidity or unenforceability of any provision of this operating agreement shall not affect the validity or enforceability of the remaining provisions.

11.7 **Third-Party Beneficiaries**. The provisions of this operating agreement are intended solely for the benefit of the members and shall create no rights or obligations enforceable by any third party, including creditors of the L.L.C., except as otherwise provided by applicable law.

ADOPTED as of May 26, 2000, by the undersigned, constituting all of the members.

Hayden H. Watson

Monica L. Endsley

Monica L. Endsley

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

AmeriTitle
Part Of The JELD-WEN Family

COPY

IRRIGATION DISTRICT REPORT

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

Attn: LESLIE CLARK

May 10, 2007
Title Number : 099887
Title Officer : DEBBY DAVIDSON
Fee : $150.00

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

See Attached Exhibit "A"

and dated as of May 7, 2007 at 7:30 a.m.

We find that the last deed of record runs to:

WASABI WASABI, LLC, an Oregon Limited Liability Company

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $2,345,000.00
   Dated: August 11, 2006
   Recorded: August 17, 2006
   Volume-Page: 2006-56258, Deschutes County Records
   Grantor: Wasabi Wasabi, L.L.C., an Oregon Limited Liability Co.
   Trustee: Western Title & Escrow
   Beneficiary: Columbia River Bank
   (Said Deed of Trust is a Line of Credit Deed of Trust)

copy included

No reconveyance

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 05 00 00302
Account No. [redacted]

NOTE: The 2006-2007 Taxes: $3,885.37, Paid in full.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

City Liens, if any, of the city of Redmond. (No inquiry has been made, and if search Is requested, a charge of $15.00 will be added.)

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

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

AmeriTitle

By: _____
Debby Davidson, Title Examiner
DD:kg

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXHIBIT "A"
LEGAL DESCRIPTION

Description of a parcel of land situated in a portion of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a bolt monumenting the East Quarter (E1/4) corner of Section 5, Township 15 South, Range 13, E.W.M., the initial point as well as the true point of beginning; thence North 00°36'02" East along the East line of the NE1/4 of said Section 5, 396.00 feet to the North line of a parcel of land described in Deschutes County Deeds, Book 48, Page 273; thence North 89°53'57" West along said North line 550.02 feet; thence South 00°36'02" West, 396.00 feet to the South line of the SE1/4 of said NE1/4; thence South 89°53'57" East along said South line 550.02 feet to the point of beginning.

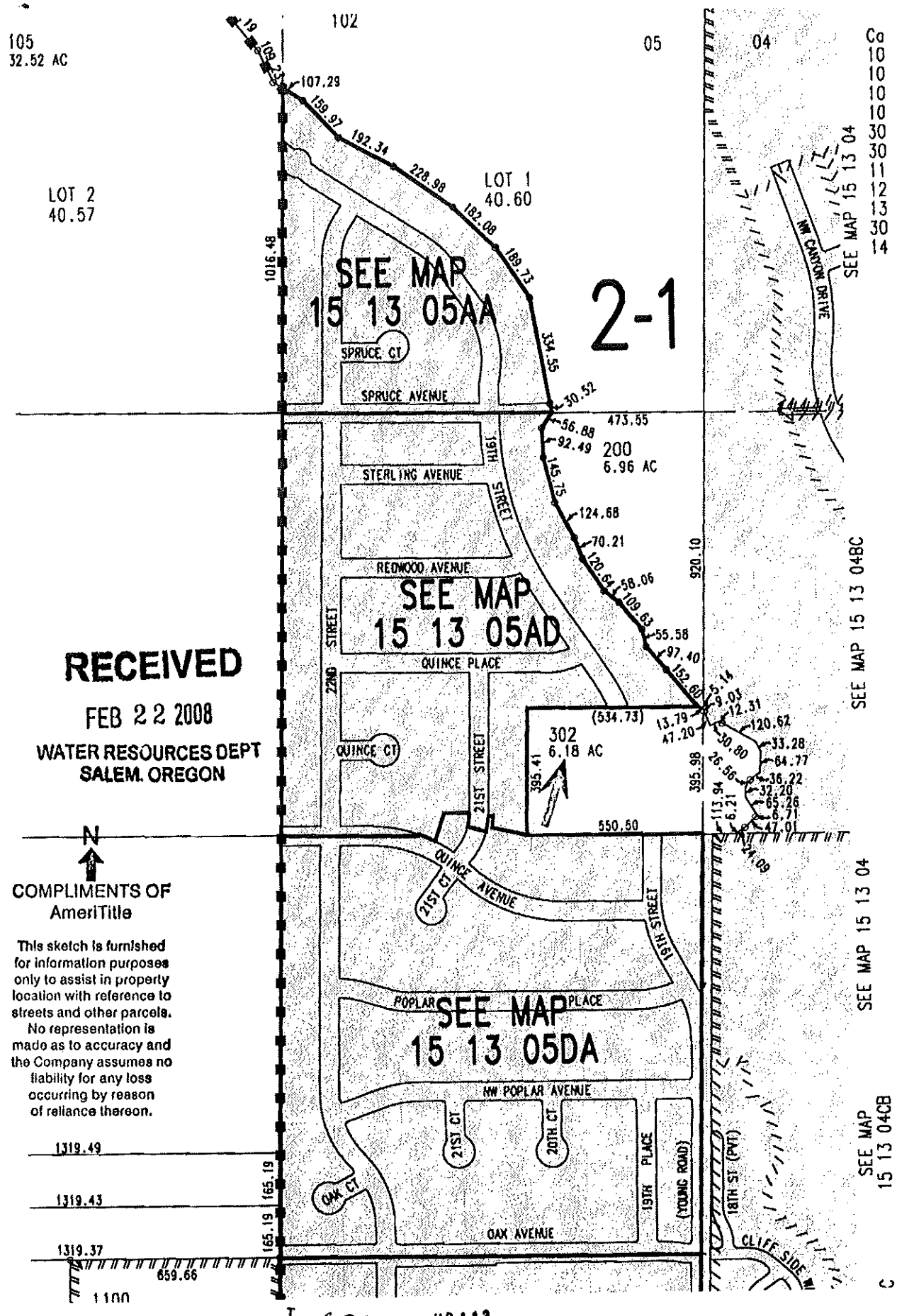
TOGETHER WITH: Commencing at a bolt monumenting the West Quarter (W1/4) corner of Section Four (4), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, the initial point, as well as the true point of beginning; thence along the South line of the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) South 89°54'24" East, 113.94 feet to a point on the West canyon rim marked by a 5/8" diameter rebar with yellow plastic cap marked "AES"; thence leaving said South line along said West canyon rim the following 15 courses marked by 5/8" diameter rebar with yellow plastic cap marked "AES";

Same as QC

North 22°23'14" West, 6.21 feet to an angle point on said rim;
North 58°49'05" East, 24.09 feet to an angle point on said rim;
North 45°33'27" East, 47.01 feet to an angle point on said rim;
North 31°47'27" East, 6.71 feet to an angle point on said rim;
North 32°05'19" West, 65.26 feet to an angle point on said rim;
North 01°01'17" East, 32.20 feet to an angle point on said rim;
North 33°24'17" East, 26.56 feet to an angle point on said rim;
North 53°01'29" East, 36.22 feet to an angle point on said rim;
North 02°15'01" East, 64.77 feet to an angle point on said rim;
North 23°10'46" West, 33.28 feet to an angle point on said rim;
North 59°59'36" West, 120.62 feet to an angle point on said rim;
North 65°49'14" West, 12.31 feet to an angle point on said rim;
South 65°37'25" West, 30.80 feet to an angle point on said rim;
North 21°39'30" West, 47.20 feet to an angle point on said rim;
North 17°56'20" West, 9.03 feet to a point on the West line of said SW1/4NW1/4; thence along the West line of said SW1/4NW1/4 South 00°37'39" West, 388.92 feet to the true point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXCEPTING THEREFROM: Commencing at a bolt monumenting the East Quarter (E1/4) corner of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon; thence along the East line of Section 5 North 00°37'39" East, 388.92 feet to a point on the West canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "AES", the true point of beginning; thence along the West canyon rim North 17°56'20" West, 5.14 feet to an angle point on the West canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "AES"; thence continuing along said canyon rim North 80°47'55" West, 13.79 feet to a point on said canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "LS2527"; thence leaving said canyon rim South 89°51'33" East, 15.27 feet to a point on the East line of said Section 5; thence along said East line South 00°37'39" West, 7.06 feet to the true point of beginning.


105
32.52 AC
102
05
04
LOT 2
40.57
LOT 1
40.60
2-1
SEE MAP
15 13 05AA
SEE MAP
15 13 05AD
SEE MAP
15 13 05DA
200
6.96 AC
302
6.18 AC
SPRUCE CT
SPRUCE AVENUE
STERLING AVENUE
REDWOOD AVENUE
QUINCE PLACE
QUINCE CT
QUINCE AVENUE
21ST CT
POPLAR PLACE
NW POPLAR AVENUE
21ST CT
20TH CT
OAK CT
OAK AVENUE
19TH PLACE
(YOUNG ROAD)
18TH ST (PVT)
CLIFF SIDE
NW CANYON DRIVE
19TH STREET
21ST STREET
22ND STREET
1016.48
920.10
473.55
(534.73)
395.41
395.98
550.50
1319.49
1319.43
1319.37
165.19
165.19
659.66
1100
SEE MAP 15 13 04
SEE MAP 15 13 04BC
SEE MAP 15 13 04
SEE MAP 15 13 04CB
N
RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON
COMPLIMENTS OF
AmeriTitle
This sketch is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
T 10544 MP 113

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-56257
$41.00
08/17/2006 03:14:22 PM
D-D Cnt=1 Stn=3 PAM
$15.00 $11.00 $10.00 $5.00

After recording return to:
CHRIS DAHLEN
PO BOX 1508
REDMOND, OR 97756

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

SAME AS ABOVE

WARRANTY DEED -- STATUTORY FORM

CHARLES G. VOLZ AND JANIS R. VOLZ,

Grantor, conveys and warrants to

WASABI WASABI, LLC., an Oregon Limited Liability Company

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

SEE "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF

Tax Account No(s): [redacted]
Map/Tax Lot No(s): 15-13-05-00-00302

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

The true consideration for this conveyance is $ 2,000,000.00.

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

Dated this 15th day of August, 2006.

CHARLES G. VOLZ

JANIS R. VOLZ

RECORDED BY
WESTERN TITLE & ESCROW CO.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

STATE OF OREGON, COUNTY OF DESCHUTES) ss.

This instrument was acknowledged before me on August 15, 2006 by CHARLES G. VOLZ AND JANIS R. VOLZ.

(Notary Public for Oregon)
My commission expires 2/17/10

TITLE NO. 12-0078206
ESCROW NO. 12-0078206

OFFICIAL SEAL
E SMITH
NOTARY PUBLIC-OREGON
COMMISSION NO. 401262
MY COMMISSION EXPIRES FEBRUARY 17, 2010

T 10544 MP 113

EXHIBIT "A"

Located in the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section 5 and Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 4, Township 15 South, Range 13 East of the Willamette Meridian, City of Redmond, Deschutes County, Oregon.

Commencing at a bolt monumenting the East Quarter (E1/4) corner of Section 5, Township 15 South, Range 13 East of the Willamette Meridian, the initial point, as well as the true point of beginning; thence North 00°37'39" East along the East line of the Northeast Quarter (NE1/4) of said Section 5, 395.98 feet to the North line of land described in Deschutes County deeds, Volume 48, Page 273; thence North 89°51'33" West along said North line, 550.00 feet; thence South 00°41'58" West, 395.41 feet to the South line of said Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4); thence South 89°47'58" East along said South line 550.50 feet to the point of beginning.

TOGETHER WITH: Commencing at a bolt monumenting the West Quarter (W1/4) corner of Section 4, Township 15 South, Range 13 East of the Willamette Meridian, the initial point, as well as the true point of beginning; thence along the South line of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) South 89°54'24" East, 113.94 feet to a point on the West canyon rim marked by a 5/8" diameter rebar with yellow plastic cap marked "AES"; thence leaving said South line along said West canyon rim the following 15 courses marked by 5/8" diameter rebar with yellow plastic cap marked "AES":
North 22°23'14" West, 6.21 feet to an angle point on said rim;
North 58°49'05" East, 24.09 feet to an angle point on said rim;
North 45°33'27" East, 47.01 feet to an angle point on said rim;
North 31°47'27" East, 6.71 feet to an angle point on said rim;
North 32°05'19" West, 65.26 feet to an angle point on said rim;
North 01°01'17" East, 32.20 feet to an angle point on said rim;
North 33°24'17" East, 26.56 feet to an angle point on said rim;
North 53°01'29" East, 36.22 feet to an angle point on said rim;
North 02°15'01" East, 64.77 feet to an angle point on said rim;
North 23°10'46" West, 33.28 feet to an angle point on said rim;
North 59°59'36" West, 120.62 feet to an angle point on said rim;
North 65°49'14" West, 12.31 feet to an angle point on said rim;
South 65°37'25" West, 30.80 feet to an angle point on said rim;
North 21°39'30" West, 47.20 feet to an angle point on said rim;
North 17°56'20" West, 9.03 feet to a point on the West line of said Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4); thence along the West line of said Southwest Quarter (SW1/4) South 00°37'39" West, 388.92 feet to the true point of beginning.

This portion matches dimensions shown on map that accompanies ROL1, but is slightly different from Legal Desc. of QC and ROL1

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXCEPTING THEREFROM: Commencing at a bolt monumenting the East Quarter (E1/4) corner of Section 5, Township 15 South, Range 13 East of the Willamette Meridian; thence along the East line of Section 5 North 00°37'39" East, 388.92 feet to a point on the West canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "AES", the true point of beginning; thence along the West canyon rim North 17°56'20" West, 5.14 to an angle point on the West canyon rim marked by a 5/8" diameter rebar with yellow plastic cap marked "AES"; thence continuing along said canyon rim North 80°47'55" West, 13.79 feet to a point on said canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "LS2527"; thence leaving said canyon rim South 89°51'33" East, 15.27 feet to a point on the East line of said Section 5; thence along said East line South 00°37'39" West, 7.06 feet to the true point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-55238
$71.00
08/17/2006 08:14:22 AM
M-DT Cnt=1 Stn=3 PAM
$45.00 $11.00 $10.00 $5.00

RECORDATION REQUESTED BY:
Columbia River Bank
Redmond Branch
P O Box 520
434 North Fifth Street
Redmond, OR 97756

WHEN RECORDED MAIL TO:
Columbia River Bank
Bend - Shevlin Center
925 SW Emkay Dr., Suite 100
Bend, OR 97702

SEND TAX NOTICES TO:
WASABI WASABI, L.L.C.
2618 SW 4TH ST. SUITE A
REDMOND, OR 97756

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

RECORDED BY
WESTERN TITLE & ESCROW CO.
12-10078206

0340

LINE OF CREDIT INSTRUMENT

LINE OF CREDIT DEED OF TRUST. (A) This Deed of Trust is a LINE OF CREDIT INSTRUMENT. (B) The maximum principal amount to be advanced pursuant to the Note is $2,345,000. (C) The term of the Note commences on the date of this Deed of Trust and ends on August 10, 2007. (D) The maximum principal amount to be advanced pursuant to the Note may be exceeded by advances necessary to complete construction of previously agreed upon improvements on the Real Property.

THIS DEED OF TRUST is dated August 11, 2006, among **WASABI WASABI, L.L.C.** an Oregon Limited Liability Co. ("Grantor"); **Columbia River Bank**, whose address is Redmond Branch, P O Box 520, 434 North Fifth Street, Redmond, OR 97756 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and **WESTERN TITLE & ESCROW**, whose address is 153 SW 5TH ST., REDMOND, OR 97756 (referred to below as "Trustee").

Conveyance and Grant. For valuable consideration, represented in the Note dated August 11, 2006, in the original principal amount of $2,345,000.00, from Grantor to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in DESCHUTES County, State of Oregon:**

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 2411 NW 19TH. STREET, REDMOND, OR 97756. The Real Property tax identification number is Tax Lot No.: 15-13-05-00-00302 Account No.: 129452 code 2-001.

Lists water rights

Cross-Collateralization. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF GRANTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN GRANTOR AND LENDER OF EVEN DATE HEREWITH. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

Payment and Performance. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

Possession and Maintenance of the Property. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property; (b) use, operate or manage the Property; and (c) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (MEASURE 37 (2004)).

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Due on Sale - Consent By Lender. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

Taxes and Liens. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

Property Damage Insurance. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

Lender's Expenditures. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (1) be payable on demand; (2) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (a) the term of any applicable insurance policy; or (b) the remaining term of the Note; or (3) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

Warranty; Defense of Title. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right,

power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Condemnation. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

Imposition of Taxes, Fees and Charges By Governmental Authorities. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

Security Agreement; Financing Statements. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

Further Assurances; Attorney-in-Fact. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Full Performance. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

Events of Default. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under

this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (a) cures the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Rights and Remedies on Default. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

Powers and Obligations of Trustee. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any

restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of DESCHUTES County, State of Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Notices. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Miscellaneous Provisions. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Deed of Trust or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; foreclosing by notice and sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Deed of Trust shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Oregon.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all Indebtedness secured by this Deed of Trust.

Commercial Deed of Trust. Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not change the use of the Property without Lender's prior written consent.

Definitions. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Columbia River Bank, and its successors and assigns.

Borrower. The word "Borrower" means WASABI WASABI, L.L.C. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Line of Credit Instrument among Grantor, Lender, and Trustee, and includes

without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means WASABI WASABI, L.L.C..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means Columbia River Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated August 11, 2008, **in the original principal amount of $2,345,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is August 10, 2007.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means WESTERN TITLE & ESCROW, whose address is 153 SW 5TH ST., REDMOND, OR 97756 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

WASABI WASABI, L.L.C.

By: _____
HAYDEN H. WATSON, Member of WASABI WASABI, L.L.C.

By: _____
MONICA L. DAHLEN, Member of WASABI WASABI, L.L.C.

LENDER:

COLUMBIA RIVER BANK

X _____
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

READ AND APPROVED

STATE OF Oregon)
) SS
COUNTY OF Deschutes)

On this 14th day of August, 20 08, before me, the undersigned Notary Public, personally appeared HAYDEN H. WATSON, Member; MONICA L. DAHLEN, Member of WASABI WASABI, L.L.C., and known to me to be members or designated agents of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By _____ Residing at Prineville Oregon

Notary Public in and for the State of Oregon My commission expires 2/17/10

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

OFFICIAL SEAL
E SMITH
NOTARY PUBLIC-OREGON
COMMISSION NO. 401262
MY COMMISSION EXPIRES FEBRUARY 17, 2010

T 10544 MP 113

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____ authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By _____ Residing at _____

Notary Public in and for the State of _____ My commission expires _____

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

_____.

Date: _____ Beneficiary: _____

By: _____

Its: _____

LASER PRO Lending, Ver. 5.31.00.002 Copr. Harland Financial Solutions, Inc. 1997, 2008. All Rights Reserved. - OR W:\CFI\LPL\G201.FC TR-11113 PR-13

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

EXHIBIT "A"

Located in the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section 5 and Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 4, Township 15 South, Range 13 East of the Willamette Meridian, City of Redmond, Deschutes County, Oregon.

Commencing at a bolt monumenting the East Quarter (E1/4) corner of Section 5, Township 15 South, Range 13 East of the Willamette Meridian, the initial point, as well as the true point of beginning; thence North 00°37'39" East along the East line of the Northeast Quarter (NE1/4) of said Section 5, 395.98 feet to the North line of land described in Deschutes County deeds, Volume 48, Page 273; thence North 89°51'33" West along said North line, 550.00 feet; thence South 00°41'58" West, 395.41 feet to the South line of said Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4); thence South 89°47'58" East along said South line 550.50 feet to the point of beginning.

This section slightly different from that given in QC

TOGETHER WITH: Commencing at a bolt monumenting the West Quarter (W1/4) corner of Section 4, Township 15 South, Range 13 East of the Willamette Meridian, the initial point, as well as the true point of beginning; thence along the South line of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) South 89°54'24" East, 113.94 feet to a point on the West canyon rim marked by a 5/8" diameter rebar with yellow plastic cap marked "AES"; thence leaving said South line along said West canyon rim the following 15 courses marked by 5/8" diameter rebar with yellow plastic cap marked "AES":
North 22°23'14" West, 6.21 feet to an angle point on said rim;
North 58°49'05" East, 24.09 feet to an angle point on said rim;
North 45°33'27" East, 47.01 feet to an angle point on said rim;
North 31°47'27" East, 6.71 feet to an angle point on said rim;
North 32°05'19" West, 65.26 feet to an angle point on said rim;
North 01°01'17" East, 32.20 feet to an angle point on said rim;
North 33°24'17" East, 26.56 feet to an angle point on said rim;
North 53°01'29" East, 36.22 feet to an angle point on said rim;
North 02°15'01" East, 64.77 feet to an angle point on said rim;
North 23°10'46" West, 33.28 feet to an angle point on said rim;
North 59°59'36" West, 120.62 feet to an angle point on said rim;
North 65°49'14" West, 12.31 feet to an angle point on said rim;
South 65°37'25" West, 30.80 feet to an angle point on said rim;
North 21°39'30" West, 47.20 feet to an angle point on said rim;
North 17°56'20" West, 9.03 feet to a point on the West line of said Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4); thence along the West line of said Southwest Quarter (SW1/4) South 00°37'39" West, 388.92 feet to the true point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

EXCEPTING THEREFROM: Commencing at a bolt monumenting the East Quarter (E1/4) corner of Section 5, Township 15 South, Range 13 East of the Willamette Meridian; thence along the East line of Section 5 North 00°37'39" East, 388.92 feet to a point on the West canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "AES", the true point of beginning; thence along the West canyon rim North 17°56'20" West, 5.14 to an angle point on the West canyon rim marked by a 5/8" diameter rebar with yellow plastic cap marked "AES"; thence continuing along said canyon rim North 80°47'55" West, 13.79 feet to a point on said canyon rim marked by a 5/8" diameter rebar with a yellow plastic cap marked "LS2527"; thence leaving said canyon rim South 89°51'33" East, 15.27 feet to a point on the East line of said Section 5; thence along said East line South 00°37'39" West, 7.06 feet to the true point of beginning.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

COPY

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Govt Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

Central Oregon Irrigation District



15-13-05 SE NE 302
2005 AERIAL

- District Boundary
- Road Labels Crook
- Road Labels Deschutes
- Township Range
- Sections
- Section Labels
- Quarters
- Quarter Labels
- Quarter Quarters
- Quarter Quarter Labels
- Taxlots
- Gauging Station
- Private Line
- Canal All
- Unknown
- Open
- Canal Piped
- Irrigated Rights
- Waterbodies NHD
- Rivers POLYGONS
- Major Rivers

T 10544 MP 113

Scale 1" = 200'
Created: 5/17/2007

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

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

CENTRAL OREGON IRRIGATION DISTRICT

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2007-48193
$36.00
09/04/2007 09:52:10 AM
D-D Cnt=1 Stn=28 SRS
$10.00 $11.00 $10.00 $5.00

COPY

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

MAIL TAX STATEMENT
TO: NO CHANGE

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

Grantor, Suzanna F. Clarke, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands described as: Lot One (1) in Block Two (2) of BROWNS'S FIRST ADDITION, City of Redmond, Deschutes County, Oregon ("Subject Lands") and commonly known as: 15-13-20 SE SE 300, release their claim and responsibility for 0.63 acres of COID water rights that are appurtenant to the Subject Lands, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31,1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 0.63 acres of water rights incurred.

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

Consideration for this Quitclaim: $630.00

Grantor:

_____ Date 8/28/07
Suzanna F. Clarke

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on August 28, 2007 by Suzanna F. Clarke.

Barbara R. Fehl
Notary Public

OFFICIAL SEAL
BARBARA R FEHL
NOTARY PUBLIC- OREGON
COMMISSION NO. 417588
MY COMMISSION EXPIRES MAY 20, 2011

Grantee:

_____ Date 28 August, 2007
Steven C. Johnson, Secretary-Manager Central Oregon Irrigation District

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on August 28, 2007 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.

Leslie Clark
Notary Public

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 09, 2010

© Central Oregon Irrigation District 2007

T 10544 MP 113

AmeriTitle
Part Of The JELD-WEN Family

IRRIGATION DISTRICT REPORT

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

Attn: LESLIE CLARK

May 8, 2007
Title Number : 099838
Title Officer : DEBBY DAVIDSON
Fee : $150.00

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

Lot One (1) in Block Two (2) of BROWN'S FIRST ADDITION, City of Redmond, Deschutes County, Oregon.

and dated as of May 2, 2007 at 7:30 a.m.

We find that the last deed of record runs to:

SUZANNA F. CLARKE

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

1. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $324,000.00
   Dated: August 18, 2006
   Recorded: August 29, 2006
   Volume-Page: 2006-59240, Deschutes County Records
   Grantor: Suzanna F. Clarke
   Trustee: Western Title & Escrow Company
   Beneficiary: Mortgage Electronic Registration Systems, Inc.
   MIN: 1000703-0000402199-1

2. Deed of Trust, including the terms and provisions thereof, to secure an indebtedness of the amount herein stated.
   Amount: $81,000.00
   Dated: August 18, 2006
   Recorded: August 29, 2006
   Volume-Page: 2006-59241, Deschutes County Records
   Grantor: Suzanna F. Clarke
   Trustee: Western Title & Escrow Company
   Beneficiary: Mortgage Electronic Registration Systems, Inc.
   MIN: 1000703-0000409213-3

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

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

NONE

We also find the following unpaid taxes and city liens:

Taxes assessed under Code No. 2-001 Map and Tax Lot Number 15 13 20DD 00300
Account No. [redacted]

NOTE: The 2006-2007 Taxes: $2,366.53, Paid in full.

City Liens, if any, of the city of Redmond. (No inquiry has been made, and if search Is requested, a charge of $15.00 will be added.)

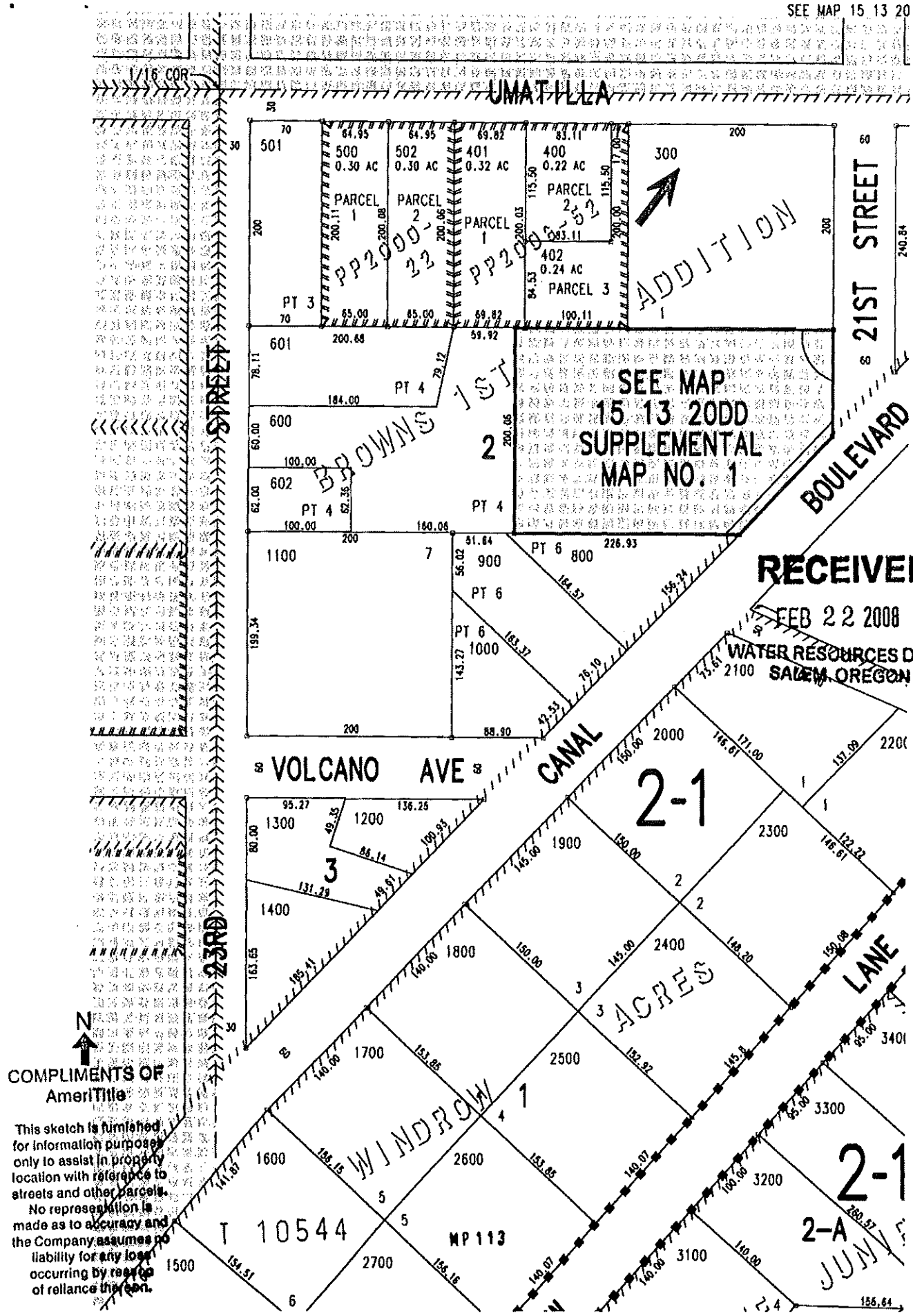
NOTE: This Irrigation District Report is being made with the understanding that it does not represent any form of title insurance and is not a commitment for a policy of insurance. The information provided herein is not a full examination of the subject property. Further, if any person, corporation or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

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

AmeriTitle

By: _____
Debby Davidson, Title Examiner
DD:kw

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON


SEE MAP 15 13 20
1/16 COR
UMATILLA
501
500
0.30 AC
PARCEL 1
502
0.30 AC
PARCEL 2
401
0.32 AC
PARCEL 1
400
0.22 AC
PARCEL 2
402
0.24 AC
PARCEL 3
PP2000-22
PP2002-152
300
ADDITION
21ST STREET
PT 3
601
PT 4
600
602
PT 4
PT 4
BROWNS 1ST
2
SEE MAP
15 13 20DD
SUPPLEMENTAL
MAP NO. 1
BOULEVARD
1100
7
900
PT 6
800
PT 6
PT 6
1000
RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON
2100
VOLCANO AVE
CANAL
2000
2-1
1300
1200
3
1400
1900
2300
2
2
1800
2400
3
3
ACRES
LANE
1700
2500
1
4
WINDROW
1600
2600
5
5
T 10544
MP 113
1500
2700
6
3300
3200
2-A
3100
2,4
23RD STREET
N
COMPLIMENTS OF
AmeriTitle
This sketch is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK
2006-59239
$36.00
08/29/2006 01:49:18 PM
D-D Cnt=1 Stn=28 SHIRLEY
$10.00 $11.00 $10.00 $5.00

COPY

After recording return to:
SUZANNA F. CLARKE
61535 S HWY 97, #9-117
BEND, OR 97702

Until a change is requested all tax statements shall be sent to the following address:
SUZANNA F. CLARKE
61535 S HWY 97, #9-117
BEND, OR 97702

WARRANTY DEED -- STATUTORY FORM

DAVID H. KLEIN and ANNE L. KLEIN, Grantor,

conveys and warrants to

SUZANNA F. CLARKE, Grantee,

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

Lot 1, Block 2, BROWN'S FIRST ADDITION TO REDMOND, Deschutes County, Oregon.

Tax Account No(s): [redacted]
Map/Tax Lot No(s): 15-13-20-DD-00300

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

The true consideration for this conveyance is $405,000.00.

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

Dated this 24 day of August, 2006.

DAVID H. KLEIN

ANNE L. KLEIN

RECORDED BY
WESTERN TITLE & ESCROW CO.
12-01036006

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

STATE OF OREGON, COUNTY OF DESCHUTES) ss.

This instrument was acknowledged before me on August 24, 2006 by DAVID H. KLEIN.

(Notary Public) for Oregon)
My commission expires 12/9/2009

OFFICIAL SEAL
JUDY SWIFT
NOTARY PUBLIC-OREGON
COMMISSION NO. 378303
MY COMMISSION EXPIRES DECEMBER 9, 2009

T 10544 HP 113

STATE OF OREGON, COUNTY OF DESCHUTES) ss.

This instrument was acknowledged before me on August 25, 2006 by ANNE L. KLEIN.

(Notary Public for Oregon)
My commission expires 12/9/2009

OFFICIAL SEAL
JUDY SWIFT
NOTARY PUBLIC-OREGON
COMMISSION NO. 398303
MY COMMISSION EXPIRES DECEMBER 9, 2009

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

TITLE NO. 12-0103606
ESCROW NO. 12-0103606

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK 2006-59240

$126.00

08/29/2006 01:49:18 PM

M-DT Cnt=1 Stn=28 SHIRLEY
$80.00 $11.00 $10.00 $5.00 $20.00

Until a change is requested all tax statements shall be sent to the following address:
2140 SW UMATILLA AVENUE,
REDMOND, OR 97756

When Recorded Mail To:
MIP INSURING DEPARTMENT
SIERRA PACIFIC MORTGAGE COMPANY, INC.
50 IRON POINT CIRCLE, STE 200
FOLSOM, CA 95630
916-932-1700

[Space Above This Line For Recording Data]

Loan No: *0000402199*
Parcel ID No: *15-13-20-DD-00300*

DEED OF TRUST

MIN: *1000703-0000402199-1*

RECORDED BY
WESTERN TITLE & ESCROW CO.
12-01036607

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated *AUGUST 18, 2006* together with all Riders to this document.
(B) "Borrower" is *SUZANNA F. CLARKE*

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

Borrower is the trustor under this Security Instrument.
(C) "Lender" is *SIERRA PACIFIC MORTGAGE COMPANY, INC.*

Lender is a *CORPORATION* organized and existing under the laws of *CALIFORNIA*.
Lender's address is *50 IRON POINT CIRCLE, STE 200, FOLSOM, CA 95630*

(D) "Trustee" is *WESTERN TITLE & ESCROW COMPANY*

T 10544MP 118

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P. O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS.
(F) "Note" means the promissory note signed by Borrower and dated AUGUST 18, 2006. The Note states that Borrower owes Lender
THREE HUNDRED TWENTY-FOUR THOUSAND and NO/100----- Dollars
(U.S. $ 324,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than SEPTEMBER 1, 2036.
(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

[ ] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[ ] Planned Unit Development Rider	[ ] Other(s) [specify]
[ ] 1-4 Family Rider	[ ] Biweekly Payment Rider	
[ ] V. A. Rider		INTEREST ONLY RIDER

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(M) "Escrow Items" means those items that are described in Section 3.
(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 NP 113

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of *DESCHUTES* :

LOT 1, BLOCK 2, BROWN'S FIRST ADDITION TO REDMOND, DESCHUTES COUNTY, OREGON.

which currently has the address of *2140 SW UMATILLA AVENUE* [Street],
REDMOND [City], Oregon *97756* [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

Does not mention water rights

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544
MP 113

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

MP 113

disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

I 10544 MP 113

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has * if any * with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which

RECEIVED
FEB 22 2006
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 NP 113

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Attorneys' Fees. As used in this Security Instrument and in the Note, attorneys' fees shall include those awarded by an appellate court.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544
MP 113

26. Protective Advances. This Security Instrument secures any advances Lender, at its discretion, may make under Section 9 of this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.

27. Required Evidence of Property Insurance.

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by Applicable Law.

THIS SPACE INTENTIONALLY LEFT BLANK

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

SUZANNA F. CLARKE (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

Loan No: 0000402199

STATE OF OREGON, Deschutes County ss:

On this 22 day of August, 2006, personally appeared Suzanna F. Clarke

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

My Commission Expires: 12/9/2009
(Official Seal)

Before me:

Notary Public for Oregon

OFFICIAL SEAL
JUDY SWIFT
NOTARY PUBLIC-OREGON
COMMISSION NO. 398303
MY COMMISSION EXPIRES DECEMBER 9, 2009

This Instrument Was Prepared By:

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

INTEREST-ONLY RIDER

THIS INTEREST-ONLY RIDER is made this 18th day of AUGUST , 2006 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Interest-Only Note (the "Note") to

SIERRA PACIFIC MORTGAGE COMPANY, INC., , A CALIFORNIA CORPORATION (the "Lender")

of the same date and covering the property described in the Security Instrument and located at:

2140 SW UMATILLA AVENUE
REDMOND, OR 97756
[Property Address]

THE NOTE PROVIDES FOR AN INITIAL PERIOD OF MONTHLY PAYMENTS OF INTEREST ONLY AT AN INITIAL INTEREST RATE AND FOR SUBSEQUENT MONTHLY PAYMENTS OF BOTH PRINCIPAL AND INTEREST.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT

The Note provides for an interest rate of 7.000 %. The Note provides for monthly payments as follows:

4. PAYMENTS

(A) Time and Place of Payments

During the Interest-Only Period: I will make my monthly payments on the first day of each month beginning on OCTOBER 1, 2006 . I will make these payments every month until the beginning of the Amortization Period.

During the Amortization Period: I will make my monthly payments on the first day of each month beginning on OCTOBER 1, 2016 . I will make these payments every month until I have paid all of the principal and interest and other charges described that I may owe under this Note. If on the Maturity Date, I still owe amounts under this Note, I will pay those amounts in full on that date.

I will make my monthly payments at 50 IRON POINT CIRCLE, STE 200
FOLSOM, CA 95630
or at a different place if required by the Note Holder. My monthly payments will be applied to interest before Principal.

(B) Amount of My Monthly Payments During the Interest Only Period

Each of my initial monthly payments during the Interest Only Period will be in the amount of U.S. $ 1,890.00 .

Loan No: 0000402199

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

(C) Amount of My Monthly Payments During the Amortization Period

The Note Holder will determine the amount of my principal and interest payment during the Amortization Period by computing the amount of the monthly payment that would be necessary to repay in full on the Maturity Date the amount that I am expected to owe at the beginning of the Amortization Period in substantially equal monthly payments.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in the Interest Only Rider.

SUZANNA F. CLARKE (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

Loan No: 0000402199

[Sign Original Only]

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

71-

COPY

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-59241

$71.00

08/29/2006 01:49:18 PM

M-DT Cnt=1 Stn=26 SHIRLEY
$45.00 $11.00 $10.00 $5.00

Until a change is requested all tax statements shall be sent to the following address.
2140 SW UMATILLA AVENUE,
REDMOND, OR 97756

When Recorded Mail To:
MIP INSURING DEPARTMENT
SIERRA PACIFIC MORTGAGE COMPANY, INC.
50 IRON POINT CIRCLE, STE 200
FOLSOM, CA 95630 -
916-932-1700

[Space Above This Line for Recording Data]

Loan No: 0000409213
TAX ACCOUNT NUMBER: [redacted]

DEED OF TRUST

MIN: 1000703-0000409213-3

THIS DEED OF TRUST ("Security Instrument") is made on AUGUST 18, 2006, among the Grantor, SUZANNA F. CLARKE

(herein "Borrower"), WESTERN TITLE & ESCROW COMPANY, (herein "Trustee"), and the Beneficiary, Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

SIERRA PACIFIC MORTGAGE COMPANY, INC., ("Lender") is organized and existing under the laws of the state of CALIFORNIA, and has an address of 50 IRON POINT CIRCLE, STE 200, FOLSOM, CA 95630

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DESCHUTES, State of Oregon:
LOT 1, BLOCK 2, BROWN'S FIRST ADDITION TO REDMOND, DESCHUTES COUNTY, OREGON.

RECORDED BY
WESTERN TITLE & ESCROW CO.
12-01036006

which has the address of: 2140 SW UMATILLA AVENUE [Street], REDMOND [City], Oregon 97756 [ZIP Code] (herein "Property Address");

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

MP 113

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Security Instrument; and all of the foregoing, together with said property (or the leasehold estate if this Security Instrument is on a leasehold) are hereinafter referred to as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or (custom, MERS as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

Does not mention water rights

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated the same date as this Security Instrument, and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. $ 81,000.00 , with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on SEPTEMBER 1, 2021 ; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Security Instrument; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Security Instrument, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Security Instrument that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM OREGON

T 10544 HP 113

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Security Instrument.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 [illegible]

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability: Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Security Instrument, but does not execute the Note, (a) is co-signing this Security Instrument only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Security Instrument, (b) is not personally liable on the Note or under this Security Instrument, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Security Instrument or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Security Instrument as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Security Instrument shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Security Instrument. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Security Instrument at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full or all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

RECEIVED

FEB 22 2008

WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Security Instrument, including the covenants to pay when due any sums secured by this Security Instrument, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall record such notice in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other person prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Security Instrument; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Security Instrument due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Security Instrument or (ii) entry of a judgment enforcing this Security Instrument if: (a) Borrower pays Lender all sums which would be then due under this Security Instrument and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Security Instrument, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

20. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing indebtedness secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

21. Substitute Trustee. In accordance with applicable law, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law.

22. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.

23. Attorney's Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which shall be awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable box(es)]

[ ] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[ ] 1-4 Family Rider	[ ] Planned Unit Development Rider	[xx] Other [Specify]

BALLOON RIDER

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

COPY

REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS THEREOF, Borrower has executed this Security Instrument.

SUZANNA F. CLARKE (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

[Sign Original Only]

STATE OF OREGON, Deschutes County ss:

Loan No: 0000409213

On this 22 day of August, 2006, personally appeared the above named Suzanna F. Clarke

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

My Commission Expires: 12/9/2009 (Official Seal)

OFFICIAL SEAL
JUDY SWIFT
NOTARY PUBLIC-OREGON
COMMISSION NO. 398303
MY COMMISSION EXPIRES DECEMBER 9, 2009

Before me:

Notary Public for Oregon

This Instrument Was Prepared By:

DIEHM, MEGHAN
SIERRA PACIFIC MORTGAGE COMPANY, INC.
8905 SW NIMBUS AVE., STE 150
BEAVERTON, OR 97008
503-291-6900

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 HP 113

Balloon Rider

THIS BALLOON RIDER is made this 18th day of AUGUST, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note (the "Note") to SIERRA PACIFIC MORTGAGE COMPANY, INC., A CALIFORNIA CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2140 SW UMATILLA AVENUE
REDMOND, OR 97756
[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. the Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

Loan No: 0000409213

T 10544 NP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

SUZANNA F. CLARKE	-Borrower	8-22-06 Date
	-Borrower	Date
	-Borrower	Date
	-Borrower	Date
	-Borrower	Date
	-Borrower	Date

Loan No: 0000409213

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Original document attached to transfer application.

Water Right Transfer Supplemental Form B
AFFIDAVIT ATTESTING TO THE USE OF WATER

State of Oregon)
) ss
County of Deschutes)

I, Cary D. Penhollow, in my capacity as District Watermaster,

mailing address 1055 SW Lake Court; Redmond, OR 97756

telephone number (541) 548-6047, being first duly sworn depose and say:

1. I attest that:

x Water was used during the previous five years on the entire authorized place of use of the water right proposed for transfer as described on the accompanying transfer application; **or**

x The water right was leased instream at some time within the last five years. The instream lease number is as follows: IL- 882; IL-807; L-765; L-753; L-640; L-375 **or**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

2. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation x Professional expertise

3. My knowledge is specific to the use of water at the following locations:

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#1	15	S	13	E	WM	05	NW SW	901	30.20
#2	15	S	13	E	WM	30	NW SE	600	7.55
#3	15	S	13	E	WM	17	NW NW	1302	6.70
#3	15	S	13	E	WM	17	NW NW	1304	2.0
#3	15	S	13	E	WM	17	NW NW	1306	1.0
#3	15	S	13	E	WM	17	NW NW	1307	4.0
#3	15	S	13	E	WM	17	NW NW	1308	1.0
#4	15	S	13	E	WM	08	SE SW	100	7.12
#4	15	S	13	E	WM	08	SE SW	200	9.50
#5	15	S	13	E	WM	20	NW NW	201	4.40
#6	15	S	13	E	WM	10	SW NW	500	5.40

T 10544 MP 113

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

	Township		Range		Mer	Sec	¼ ¼ Section	Gov't Lot or DLC	Acres (if applicable)
#7	15	S	13	E	WM	34	NE SE	2008	8.0
#8	15	S	13	E	WM	08	SW SE	2200	4.50
#9	15	S	13	E	WM	05	SW SE	1103	3.77
#10	15	S	13	E	WM	09	NW NW	205	2.0
#11	15	S	13	E	WM	04	NE NE	600	5.0
#12	15	S	13	E	WM	18	SW SE	2802	4.0
#13	15	S	13	E	WM	08	SE SW	1100	3.0
#14	15	S	13	E	WM	09	NE SE	800	2.40
#15	15	S	13	E	WM	20	NW SE	4900	0.18
#16	15	S	13	E	WM	21	SW NW	200	0.25
#17	15	S	13	E	WM	21	SW NW	300	0.25
#18	14	S	13	E	WM	16	SE SW	1101	0.24
#19	15	S	13	E	WM	30	NW SE	701	0.50
#20	15	S	13	E	WM	08	SW SW	802	0.90
#21	15	S	13	E	WM	05	SE NE	302	4.50
#22	15	S	13	E	WM	20	SE SE	300	0.63

4. The water right was exercised for the authorized purpose described below (e.g., crops grown):

#1 Pasture grass

#2 Pasture grass

#3 Pasture grass

#4 Pasture grass

#5 Pasture grass & yard

#6 Pasture grass

#7 Pasture grass

#8 Pasture grass & yard

#9 Pasture grass & yard

#10 Pasture grass & yard

#11 Pasture grass

#12 Pasture & yard

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

#13 Cereal crop for pasture

#14 Pasture grass

#15 Irrigation of pasture and yard

#16 Yard for common area and landscaping

#17 Yard for common area and landscaping

#18 Yard & Garden

#19 Pasture grass

#20 Pasture grass & yard

#21 Pasture grass & yard

#22 Grass, Yard & Garden

5. The water delivery system used to apply water as authorized by the right is described below noting the Headgate the water is delivered through followed by any additional known info:

#1 C-9-4 & C-9-5 – Flood irrigated

#2 B-0-3 – Flood irrigated - REMOVED

#3 C-5-5 – Flood irrigated with ditches and tarps - REMOVED

#4 C-16-1 – Flood irrigated - REMOVED

#5 C-5-1 – Flood irrigated and some sprinklers, 2" PVC w/hoses - REMOVED

#6 PBC-26 – Flood irrigated - REMOVED

#7 G-3 – Flood irrigated lower 4.5 acres and sprinkled upper 3.5 - REMOVED

#8 C-18 – Flood Irrigated - REMOVED

#9 C-8-7 – Flood Irrigated

#10 C-6-13 – 3 HP pump underground sprinkler system w/pop-ups - REMOVED

#11 D-8 – Flood irrigated w/tarps and headgates

#12 B-5-5 – Flood irrigated

#13 C-16-1 – Pump w/sprinklers, above ground mainline w/solid set sprinklers - REMOVED

#14 D-2-1* - REMOVED

#15 C-2-2 – Sprinkled & flood - REMOVED

#16 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#17 PBC-21-1 – ½ HP pump in vault/underground main to pop-up sprinklers

#18 H-4-4 – 1/3 HP pump from vault w/hoses to yard - REMOVED

#19 PBC-15 –Flood irrigated w/tarps - REMOVED

#20 C-5-8 – Pump w/sprinklers - REMOVED

#21 C-8-#2 – Pump, 3" underground mainline & 3" above ground pipe w/sprinklers - REMOVED

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

#22 PBC-18 – Pump w/sprinklers attached to black poly pipe - REMOVED

6. One or more of the following documentation supporting the above statements is attached:

#1 2005 Aerial

#2 L-640 – 2005 Affidavit from Cary Penhollow

#3 L-753 - Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#4 IL-807 – Rpt'd full use by patrolman Dean Howey in 2003 (no aerials that year)

#5 IL-807 – 2004 Aerial

#6 L-765 – 2004 Aerial

#7 L-765 – 2004 Aerial

#8 L-765 – 2004 Aerial

#9 2004 Aerial

#10 2004 Aerial

#11 IL-807 – 2004 Aerial

#12 IL-807 – District Patrolman John Hargrove reported lands as irrigated in 2004 & 2005

#13 L-765 & 2005 pictures taken by COID

#14 L-765

#15 2004 Aerial

#16 2005 Aerial & IL-807

#17 2005 Aerial & IL-807

#18 2004 Aerial

#19 L-375 (HB 3111 tax lot 1413 has been partitioned & re-numbered); IL-882

#20 IL-807

#21 2005 Aerial

#22 2005 Aerial

Cary D. Penhollow
Signature of Affiant

12/13/07
Date

Signed and sworn to (or affirmed) before me this 13 day of Dec, 2007.

Notary Public for Oregon

OFFICIAL SEAL
LESLIE CLARK
NOTARY PUBLIC- OREGON
COMMISSION NO. 401007
MY COMMISSION EXPIRES FEB 05, 2010

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544 MP 113

Central Oregon Irrigation District



15-13-20 SE SE 300

2005 AERIAL

- Gauging Station
- District Boundary
- County Boundary
- Road Labels Creek
- Road Labels Destinies
- Township Range
- Sections
- Section Labels
- Quarters
- Quarter Labels
- Quarter Quarters
- Quarter Quarter Labels
- Taxlots
- Private Line
- Canal All
- Unknown
- Open
- Canal Piped
- Acre Text
- Acre Text Detail
- Instream
- Pending OFF
- Pending ON
- Pending ON POND
- Petioned ON
- Petioned ON POND
- Pond
- QC
- QC Instream
- Exited
- Instream Rights

T 10544 MP 113

T-10544
Watson

Water Rights Platcard Report

No layered rights this page

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 4 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:55977 RR CN** Additional Info: JOHN POWELL Decree: CROOKED RIVER Cert: 55977	T7605	12/31/1869	DOMESTIC	**CN**		3						*	*											
Select	**Cert:55977 OR CN** Additional Info: BRIAN BARNEY Decree: CROOKED RIVER Cert: 55977	T8760	12/31/1869	DOMESTIC	**CN**		3						*	*											
Select	**Inchoate: T 8760 (REG) WD** Additional Info: OCHOCO IRRIGATION DISTRICT Decree: CROOKED RIVER		12/31/1869	DOMESTIC	**WD**		3						~~(*)~~	~~(*)~~											
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		DOMESTIC					*	*	*	*	*			*		*	*	*	*	*	*	*	
Select	**Cert:29052 CF CN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 29052	IL4, IL7, IL73, T7513, T4397, T3176, Z5, T6123, T6295, T4591, T5989, T4626, T5303, T3030, T2572, T3465, T2707, T2425, T7574		IRRIGATION	**CN**				~~30~~	~~26.5~~	~~27.5~~	~~34~~	~~37~~	~~30~~	~~15~~	~~34~~	~~31~~	~~21~~	~~33~~	~~31.6~~	~~35~~	~~36~~	~~34.2~~	~~37~~	
Select	**Inchoate: T 9463 (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(21.65)~~	~~(23.35)~~	~~(4.1)~~	~~(23.6)~~	~~(35.5)~~	~~(34.5)~~	~~(18.0)~~	~~(27.2)~~		~~(18.9)~~	~~(36.6)~~	~~(19.9)~~	~~(11.31)~~	~~(8.2)~~	~~(17)~~	~~(21.25)~~	
									1 2 3 4 5 6 7																

NCR - Domestic

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

No layered rights this page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 4 **Records per Page:** 6 Search

NCR

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9314 CF (DST) ***			IRRIGATION					(21.65)	(23.35)	(4.1)	(23.6)	(35.5)	(34.5)	(18.8)	(27.2)		(18.9)	(36.6)	(19.9)	(11.31)	(8.2)	(17)	(21.25)	
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: T 9423 (DRO) WD**			IRRIGATION	**WD**				~~(21.65)~~	~~(23.35)~~	~~(4.1)~~	~~(23.6)~~	~~(35.5)~~	~~(34.5)~~	~~(18.8)~~	~~(27.2)~~		~~(18.9)~~	~~(36.6)~~	~~(19.9)~~	~~(11.31)~~	~~(8.2)~~	~~(17)~~	~~(21.25)~~	
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: T 9424 (DRO) WD**			IRRIGATION	**WD**				~~(21.65)~~	~~(23.35)~~	~~(4.1)~~	~~(23.6)~~	~~(35.5)~~	~~(34.5)~~	~~(18.8)~~	~~(27.2)~~		~~(18.9)~~	~~(36.6)~~	~~(19.9)~~	~~(11.31)~~	~~(8.2)~~	~~(17)~~	~~(21.25)~~	
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: T 9553 (IS) WD**			IRRIGATION	**WD**				~~(21.65)~~	~~(23.35)~~	~~(4.1)~~	~~(23.6)~~	~~(35.5)~~	~~(34.5)~~	~~(18.8)~~	~~(27.2)~~		~~(18.9)~~	~~(36.6)~~	~~(19.9)~~	~~(11.31)~~	~~(8.2)~~	~~(17)~~	~~(21.25)~~	
	Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: T 9555 (IS) WD**			IRRIGATION	**WD**				~~(21.65)~~	~~(23.35)~~	~~(4.1)~~	~~(23.6)~~	~~(35.5)~~	~~(34.5)~~	~~(18.8)~~	~~(27.2)~~		~~(18.9)~~	~~(36.6)~~	~~(19.9)~~	~~(11.31)~~	~~(8.2)~~	~~(17)~~	~~(21.25)~~	
	Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: T 9214 (REG) WD**			IRRIGATION	**WD**				~~(21.65)~~	~~(23.35)~~	~~(4.1)~~	~~(23.6)~~	~~(35.5)~~	~~(34.5)~~	~~(18.8)~~	~~(27.2)~~		~~(18.9)~~	~~(36.6)~~	~~(19.9)~~	~~(11.31)~~	~~(8.2)~~	~~(17)~~	~~(21.25)~~	
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																								

1 2 3 4 5 6 7

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

No Layered rights this page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 4 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE / Q(160): NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9605 CF (REG) WD** Additional Info: COID / BEND METRO PARK & REC DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**			~~21.65~~	~~23.35~~	~~4.1~~	~~23.6~~	~~35.5~~	~~34.5~~	~~18.8~~	~~27.2~~		~~18.9~~	~~36.6~~	~~19.9~~	~~11.31~~	~~8.2~~	~~17~~	~~21.25~~	
Select	**Inchoate: T 9597 CF (REG) WD** Additional Info: EAGLE CREST INC. Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**			~~21.65~~	~~23.35~~	~~4.1~~	~~23.6~~	~~35.5~~	~~34.5~~	~~18.8~~	~~27.2~~		~~18.9~~	~~36.6~~	~~19.9~~	~~11.31~~	~~8.2~~	~~17~~	~~21.25~~	
Select	**Inchoate: IL 734 CF (IL) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION				21.65	23.35	4.1	23.6	35.5	34.5	18.8	27.2		18.9	36.6	19.9	11.31	8.2	17	21.25	
Select	**Inchoate: IL 755 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**			~~21.65~~	~~23.35~~	~~4.1~~	~~23.6~~	~~35.5~~	~~34.5~~	~~18.8~~	~~27.2~~		~~18.9~~	~~36.6~~	~~19.9~~	~~11.31~~	~~8.2~~	~~17~~	~~21.25~~	
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**DN**			~~21.65~~	~~23.35~~	~~4.1~~	~~23.6~~	~~35.5~~	~~34.5~~	~~18.8~~	~~27.2~~		~~18.9~~	~~36.6~~	~~19.9~~	~~11.31~~	~~8.2~~	~~17~~	~~21.25~~	
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		IRRIGATION				21.65	5.5	4.1	24.86	23.5			2		16.5	33.5	19.9	11.31	8.2	9	21.25	

1 2 3 4 5 6 7

NCR

Subject

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

Water Rights Platcard Report

No layered rights this page

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 4 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	IRRIGATION					21.65	23.35	4.1	23.6	35.5	34.5	18.8	27.2		18.9	36.6	19.9	11.31	8.2	17	21.25	
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		LIVESTOCK					*	*	*	*	*			*		*	*	*	*	*	*	*	
Select	**App:G 14908 *** Additional Info: CITY OF REDMOND App: G14908		1/13/1999	MUNICIPAL USES					*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
Select	**App:G 15850 MF** Additional Info: MARY MELOY App: G15850		10/8/2002	MUNICIPAL USES	**MF**				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
Select	**Cert:47491 OR CN** Additional Info: CITY OF REDMOND App: G4981 Permit: G4700 Cert: 47491		9/5/1969	MUNICIPAL USES	**CN**												*		*	*					
Select	**Cert:64139 OR CN** Additional Info: CITY OF REDMOND App: G11439 Permit: G10544 Cert: 64139		9/25/1985	MUNICIPAL USES	**CN**				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	

1 2 3 4 5 6 7

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

No Layered rights this page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 4 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE / QQ(160): NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:80232 CF CN** Additional Info: CITY OF REDMOND App: G4981 Permit: G4700 Cert: 80232	T10162	9/5/1969	MUNICIPAL USES	**CN**											*		*	*					
Select	**Cert:80233 CF CN** Additional Info: CITY OF REDMOND App: G11439 Permit: G10544 Cert: 80233	T10162	9/25/1985	MUNICIPAL USES	**CN**			*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Select	**Inchoate: T 10162 CF (REG) *** Additional Info: PATRICK DORNING App: G4981 Permit: G4700		9/5/1969	MUNICIPAL USES												(*)		(*)	(*)					
Select	**Inchoate: T 10162 CF (REG) *** Additional Info: PATRICK DORNING App: G11439 Permit: G10544		9/25/1985	MUNICIPAL USES				(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)
Select	**Permit:G 6793 *** Additional Info: CITY OF REDMOND App: G6865 Permit: G6793		3/27/1975	MUNICIPAL USES				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Select	**Cert:82751 OR *** Additional Info: CITY OF REDMOND App: G9462 Permit: G8866 Cert: 82751		11/7/1979	MUNICIPAL USES				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*

1 2 3 4 5 6 7

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

NCR

NCR

NCR

NCR

No Layered rights this page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 4 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Permit:G 12401 ***	T10576	11/25/1991	MUNICIPAL USES					*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
	Additional Info: CITY OF REDMOND App: G12731 Permit: G12401																								
Select	**Inchoate: T 9463 CF (ALT) WD**		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(21.65)~~	~~(23.35)~~	~~(4.1)~~	~~(23.6)~~	~~(35.5)~~	~~(34.5)~~	~~(18.8)~~	~~(27.2)~~		~~(18.9)~~	~~(36.6)~~	~~(19.9)~~	~~(11.31)~~	~~(8.2)~~	~~(17)~~	~~(21.25)~~	
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256																								
Select	**Inchoate: T 9426 CF (ALT) WD**		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(21.65)~~	~~(23.35)~~	~~(4.1)~~	~~(23.6)~~	~~(35.5)~~	~~(34.5)~~	~~(18.8)~~	~~(27.2)~~		~~(18.9)~~	~~(36.6)~~	~~(19.9)~~	~~(11.31)~~	~~(8.2)~~	~~(17)~~	~~(21.25)~~	
	Additional Info: CROOK CO IMP DIST / BY COID App: S13180 Permit: S23256																								
Select	**Inchoate: T 9423 (DRO) WD**		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(21.65)~~	~~(23.35)~~	~~(4.1)~~	~~(23.6)~~	~~(35.5)~~	~~(34.5)~~	~~(18.8)~~	~~(27.2)~~		~~(18.9)~~	~~(36.6)~~	~~(19.9)~~	~~(11.31)~~	~~(8.2)~~	~~(17)~~	~~(21.25)~~	
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256																								
Select	**Inchoate: T 9424 (DRO) WD**		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(21.65)~~	~~(23.35)~~	~~(4.1)~~	~~(23.6)~~	~~(35.5)~~	~~(34.5)~~	~~(18.8)~~	~~(27.2)~~		~~(18.9)~~	~~(36.6)~~	~~(19.9)~~	~~(11.31)~~	~~(8.2)~~	~~(17)~~	~~(21.25)~~	
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180																								
Select	**Inchoate: T 9553 (IS) WD**		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(21.65)~~	~~(23.35)~~	~~(4.1)~~	~~(23.6)~~	~~(35.5)~~	~~(34.5)~~	~~(18.8)~~	~~(27.2)~~		~~(18.9)~~	~~(36.6)~~	~~(19.9)~~	~~(11.31)~~	~~(8.2)~~	~~(17)~~	~~(21.25)~~	
	Additional Info: BRIAN STEVENS App: S13180																								

1 2 3 4 5 6 7

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

Supplemental rights
5.0 Ac TL 600
Watson

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 4 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(21.65)~~	~~(23.35)~~	~~(4.1)~~	~~(23.6)~~	~~(35.5)~~	~~(34.5)~~	~~(18.8)~~	~~(27.2)~~		~~(18.9)~~	~~(36.6)~~	~~(19.9)~~	~~(11.31)~~	~~(8.2)~~	~~(17)~~	~~(21.25)~~	
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(21.65)~~	~~(23.35)~~	~~(4.1)~~	~~(23.6)~~	~~(35.5)~~	~~(34.5)~~	~~(18.8)~~	~~(27.2)~~		~~(18.9)~~	~~(36.6)~~	~~(19.9)~~	~~(11.31)~~	~~(8.2)~~	~~(17)~~	~~(21.25)~~	
Select	**Cert:76714 CF *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256 Cert: 76714	IL495, IL496, IL497, IL498, IL516, IL517, IL518, IL519, IL520, IL521, IL522, IL523, IL524, IL525, IL526, IL527, IL528, IL529, IL530, IL531, IL532, IL533, IL534, IL535, IL536, IL537, IL538, IL539, IL540, IL542, IL543, IL544, IL545, IL546, IL547, IL548, IL549, IL567, IL568, IL569, IL570, IL571, IL581, IL584, IL599, IL600, IL608, IL611, IL619, IL626, IL627, IL631, IL632, IL633, IL635,	2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)					21.65	23.35	4.1	23.6	35.5	34.5	18.8	27.2		18.9	36.6	19.9	11.31	8.2	17	21.25	

| | | |

Permit: S23256																				
Select **Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256	2/28/1913	SUPPLEMENTAL **DN** IRRIGATION (Suppl'mtl)	~~21.65~~	~~23.35~~	~~4.1~~	~~23.6~~	~~35.5~~	~~34.5~~	~~18.8~~	~~27.2~~		~~18.9~~	~~36.6~~	~~19.9~~	~~11.31~~	~~8.2~~	~~17~~	~~21.25~~		
			1	2	3	4	5	6	7											

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

T-10544

No layered rights this page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 5 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:55977 RR CN** Additional Info: JOHN POWELL Decree: CROOKED RIVER Cert: 55977	T7605	12/31/1869	DOMESTIC	**CN**		3		*																
Select	**Cert:55977 OR CN** Additional Info: BRIAN BARNEY Decree: CROOKED RIVER Cert: 55977	T8760	12/31/1869	DOMESTIC	**CN**		3		*																
Select	**Inchoate: T 8760 (REG) WD** Additional Info: OCHOCO IRRIGATION DISTRICT Decree: CROOKED RIVER		12/31/1869	DOMESTIC	**WD**		3		~~(*)~~																
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		DOMESTIC						*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
Select	**Cert:29052 CF CN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 29052	IL4, IL7, IL73, T7513, T4397, T3176, Z5, T6123, T6295, T4591, T5989, T4626, T5303, T3030, T2572, T3465, T2707, T2425, T7574		IRRIGATION	**CN**				~~25~~	~~33~~	~~27~~	~~31~~	~~31~~	~~35~~	~~22~~	~~37~~	~~24~~	~~27~~	~~37~~	~~32~~	~~30~~	~~37~~	~~33~~	~~39~~	
Select	**Inchoate: T 9463 (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(12.3)~~	~~(33.7)~~	~~(28.8)~~	~~(30.5)~~	~~(31)~~	~~(34)~~	~~(31.05)~~	~~(34.1)~~	~~(25.2)~~	~~(30.2)~~	~~(31.5)~~	~~(27.1)~~	~~(37.5)~~	~~(34.09)~~	~~(34.96)~~	~~(37.4)~~	

1 2 3 4 5 6 7 8 9 10

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

No Layered rights this page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 5 **Records per Page:** 6 Search

NCR

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9314 CF (DST) ***			IRRIGATION					(12.3)	(33.7)	(28.8)	(30.5)	(31)	(34)	(31.05)	(34.1)	(25.2)	(30.2)	(31.5)	(27.1)	(37.5)	(34.89)	(34.96)	(37.4)	
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: T 9423 (DRO) WD**			IRRIGATION	**WD**				~~(12.3)~~	~~(33.7)~~	~~(28.8)~~	~~(30.5)~~	~~(31)~~	~~(34)~~	~~(31.05)~~	~~(34.1)~~	~~(25.2)~~	~~(30.2)~~	~~(31.5)~~	~~(27.1)~~	~~(37.5)~~	~~(34.89)~~	~~(34.96)~~	~~(37.4)~~	
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: T 9424 (DRO) WD**			IRRIGATION	**WD**				~~(12.3)~~	~~(33.7)~~	~~(28.8)~~	~~(30.5)~~	~~(31)~~	~~(34)~~	~~(31.05)~~	~~(34.1)~~	~~(25.2)~~	~~(30.2)~~	~~(31.5)~~	~~(27.1)~~	~~(37.5)~~	~~(34.89)~~	~~(34.96)~~	~~(37.4)~~	
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: T 9553 (IS) WD**			IRRIGATION	**WD**				~~(12.3)~~	~~(33.7)~~	~~(28.8)~~	~~(30.5)~~	~~(31)~~	~~(34)~~	~~(31.05)~~	~~(34.1)~~	~~(25.2)~~	~~(30.2)~~	~~(31.5)~~	~~(27.1)~~	~~(37.5)~~	~~(34.89)~~	~~(34.96)~~	~~(37.4)~~	
	Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: T 9555 (IS) WD**			IRRIGATION	**WD**				~~(12.3)~~	~~(33.7)~~	~~(28.8)~~	~~(30.5)~~	~~(31)~~	~~(34)~~	~~(31.05)~~	~~(34.1)~~	~~(25.2)~~	~~(30.2)~~	~~(31.5)~~	~~(27.1)~~	~~(37.5)~~	~~(34.89)~~	~~(34.96)~~	~~(37.4)~~	
	Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: T 9214 (REG) WD**			IRRIGATION	**WD**				~~(12.3)~~	~~(33.7)~~	~~(28.8)~~	~~(30.5)~~	~~(31)~~	~~(34)~~	~~(31.05)~~	~~(34.1)~~	~~(25.2)~~	~~(30.2)~~	~~(31.5)~~	~~(27.1)~~	~~(37.5)~~	~~(34.89)~~	~~(34.96)~~	~~(37.4)~~	
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																								

1 2 3 4 5 6 7 8 9 10

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

No layered rights this page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 5 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9605 CF (REG) WD** Additional Info: COID / BEND METRO PARK & REC DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(12.3)~~	~~(33.7)~~	~~(28.8)~~	~~(30.5)~~	~~(31)~~	~~(34)~~	~~(31.05)~~	~~(34.1)~~	~~(25.2)~~	~~(30.2)~~	~~(31.5)~~	~~(27.1)~~	~~(37.5)~~	~~(34.89)~~	~~(34.96)~~	~~(37.4)~~	
Select	**Inchoate: T 9597 CF (REG) WD** Additional Info: EAGLE CREST INC. Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(12.3)~~	~~(33.7)~~	~~(28.8)~~	~~(30.5)~~	~~(31)~~	~~(34)~~	~~(31.05)~~	~~(34.1)~~	~~(25.2)~~	~~(30.2)~~	~~(31.5)~~	~~(27.1)~~	~~(37.5)~~	~~(34.89)~~	~~(34.96)~~	~~(37.4)~~	
Select	**Inchoate: IL 734 CF (IL) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION					12.3	33.7	28.8	30.5	31	34	31.05	34.1	25.2	30.2	31.5	27.1	37.5	34.89	~~34.96~~	37.4	
Select	**Inchoate: IL 755 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~12.3~~	~~33.7~~	~~28.8~~	~~30.5~~	~~31~~	~~34~~	~~31.05~~	~~34.1~~	~~25.2~~	~~30.2~~	~~31.5~~	~~27.1~~	~~37.5~~	~~34.89~~	~~34.96~~	~~37.4~~	
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**DN**				~~12.3~~	~~33.7~~	~~28.8~~	~~30.5~~	~~31~~	~~34~~	~~31.05~~	~~34.1~~	~~25.2~~	~~30.2~~	~~31.5~~	~~27.1~~	~~37.5~~	~~34.89~~	~~34.96~~	~~37.4~~	
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		IRRIGATION						4.5	28.8	30.3	31	34	31.05	34.1	25.2	30.2	36	28.25	12.55	30.2	33.96	6.85	

1 2 3 4 5 6 7 8 9 10

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

NCT

Subject

No layered rights this page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 5 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		IRRIGATION										(1)										
Select	**Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	IRRIGATION				12.3	33.7	28.8	30.5	31	34	31.05	34.1	25.2	30.2	36	27.1	37.5	34.89	30.19	35	
Select	**Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	IRRIGATION																		3.77		
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		LIVESTOCK					*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
Select	**App:G 14908 *** Additional Info: CITY OF REDMOND App: G14908		1/13/1999	MUNICIPAL USES				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
Select	**App:G 15850 MF** Additional Info: MARY MELOY App: G15850		10/8/2002	MUNICIPAL USES	MF			*			*									*			*	

1 2 3 4 5 6 7 8 9 10

NCR - superseded by 83571

NCR

NCR

NCR

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

No layered rights this page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 5 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Permit:G 12401 *** Additional Info: CITY OF REDMOND App: G12731 Permit: G12401	T10576	11/25/1991	MUNICIPAL USES				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
Select	**Inchoate: T 9463 CF (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**WD**										~~(0.4)~~								~~(1)~~	
Select	**Inchoate: T 9426 CF (ALT) WD** Additional Info: CROOK CO IMP DIST / BY COID App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**WD**										~~(0.4)~~								~~(1)~~	
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**WD**										~~(0.4)~~								~~(1)~~	
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	POND MAINTENANCE	**WD**										~~(0.4)~~								~~(1)~~	
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS App: S13180		2/28/1913	POND MAINTENANCE	**WD**										~~(0.4)~~								~~(1)~~	

1 2 3 4 5 6 7 8 9 10

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

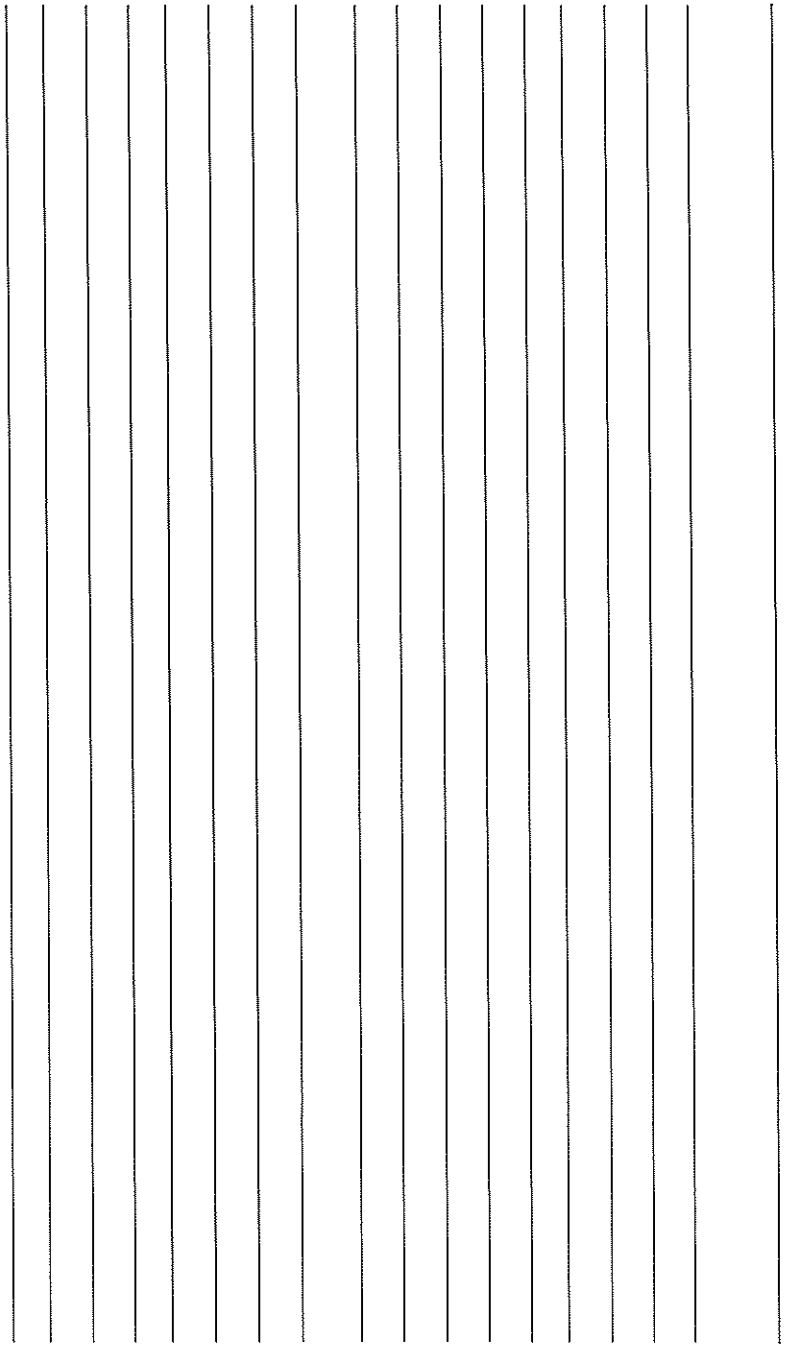
No layered rights this page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 5 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**WD**										~~(0.4)~~								~~(1)~~	
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	POND MAINTENANCE	**WD**										~~(0.4)~~								~~(1)~~	
Select	**Cert:76714 CF *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256 Cert: 76714	IL495, IL496, IL497, IL498, IL516, IL517, IL518, IL519, IL520, IL521, IL522, IL523, IL524, IL525, IL526, IL527, IL528, IL529, IL530, IL531, IL532, IL533, IL534, IL535, IL536, IL537, IL538, IL539, IL540, IL542, IL543, IL544, IL545, IL546, IL547, IL548, IL549, IL567, IL568, IL569,	2/28/1913	POND MAINTENANCE											0.4								1	

IL570,
IL571,
IL581,
IL584,
IL599,
IL600,
IL608,
IL611,
IL619,
IL626,
IL627,
IL631,
IL632,
IL633,
IL635,
IL636,
IL637,
IL638,
IL639,
IL640,
IL641,
IL645,
IL368,
IL369,
IL370,
IL372,
IL373,
IL374,
IL375,
IL376,
IL377,
IL378,
IL379,
IL380,
IL381,
IL382,
IL383,
IL384,
IL385,
IL386,
IL387,
IL388,
IL389,
IL390,
IL391,
IL392,
IL393,
IL394,
IL395,
IL396,
IL397,
IL398,
IL399,
IL400,
IL401,
IL402,
IL403,
IL404,
IL405,
IL406,
IL414,
CW32,
IL464,
T10390,



		T10389, T10429, T10506, T10510, IL651, IL654, IL675, IL677, IL678, IL679, IL772, IL773, IL435, IL436, IL437, IL438, IL439, IL440, IL441, IL442, IL446, IL447, IL449, IL450, IL451																			
Select	**Inchoate: IL 772 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**WD**							~~0.4~~							±		
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**DN**							~~0.4~~							±		
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		POND MAINTENANCE								0.4									

1 2 3 4 5 6 7 8 9 10

Acreage Legend: 12.25 Regular acreage | ~~12.25~~ Acreage is on a canceled right | (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) | [12.25] Acreage has been suspended | * Acreage is not specified

No layered rights this page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 5 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		POND MAINTENANCE											(*)									
Select	**Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	POND MAINTENANCE											0.4								1	
Select	**Inchoate: T 9463 (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**										~~(0.4)~~								~~(1)~~	
Select	**Inchoate: T 9314 CF (DST) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE											(0.4)								(1)	
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**										~~(0.4)~~								~~(1)~~	
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**										~~(0.4)~~								~~(1)~~	

1 2 3 4 5 6 7 8 9 10

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

No legend rights this page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 5 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE / QQ(160): NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			STORAGE	**WD**										~~(0.4)~~							~~(1)~~	
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			STORAGE	**WD**										~~(0.4)~~							~~(1)~~	
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**										~~(0.4)~~							~~(1)~~	
Select	**Inchoate: T 9605 CF (REG) WD** Additional Info: COID / BEND METRO PARK & REC DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**										~~(0.4)~~							~~(1)~~	
Select	**Inchoate: T 9597 CF (REG) WD** Additional Info: EAGLE CREST INC. Decree: DESCHUTES RIVER (F)			STORAGE	**WD**										~~(0.4)~~							~~(1)~~	
Select	**Inchoate: IL 734 CF (IL) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE											0.4							1	

1 2 3 4 5 6 7 8 9 10

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

No Layered rights this page

Water Rights Platcard Report

Meridian: WILLAMETTE · **Township:** 15 South · **Range:** 13 East · **Section:** 5 · **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: IL 755 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**											~~0.4~~								±	
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**DN**											~~0.4~~								±	
Select	**Inchoate: T 9463 CF (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(12.3)~~	~~(33.7)~~	~~(20.0)~~	~~(30.5)~~	~~(31)~~	~~(34)~~	~~(31.05)~~	~~(34.1)~~	~~(25.2)~~	~~(30.2)~~	~~(36)~~	~~(27.1)~~	~~(37.5)~~	~~(34.89)~~	~~(34.96)~~	~~(37.4)~~	
Select	**Inchoate: T 9426 CF (ALT) WD** Additional Info: CROOK CO IMP DIST / BY COID App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(12.3)~~	~~(33.7)~~	~~(20.0)~~	~~(30.5)~~	~~(31)~~	~~(34)~~	~~(31.05)~~	~~(34.1)~~	~~(25.2)~~	~~(30.2)~~	~~(36)~~	~~(27.1)~~	~~(37.5)~~	~~(34.89)~~	~~(34.96)~~	~~(37.4)~~	
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(12.3)~~	~~(33.7)~~	~~(20.0)~~	~~(30.5)~~	~~(31)~~	~~(34)~~	~~(31.05)~~	~~(34.1)~~	~~(25.2)~~	~~(30.2)~~	~~(36)~~	~~(27.1)~~	~~(37.5)~~	~~(34.89)~~	~~(34.96)~~	~~(37.4)~~	
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(12.3)~~	~~(33.7)~~	~~(20.0)~~	~~(30.5)~~	~~(31)~~	~~(34)~~	~~(31.05)~~	~~(34.1)~~	~~(25.2)~~	~~(30.2)~~	~~(36)~~	~~(27.1)~~	~~(37.5)~~	~~(34.89)~~	~~(34.96)~~	~~(37.4)~~	

1 2 3 4 5 6 7 8 9 10

Acreage Legend: 12.25 Regular acreage · ~~12.25~~ Acreage is on a canceled right · (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) · [12.25] Acreage has been suspended · * Acreage is not specified

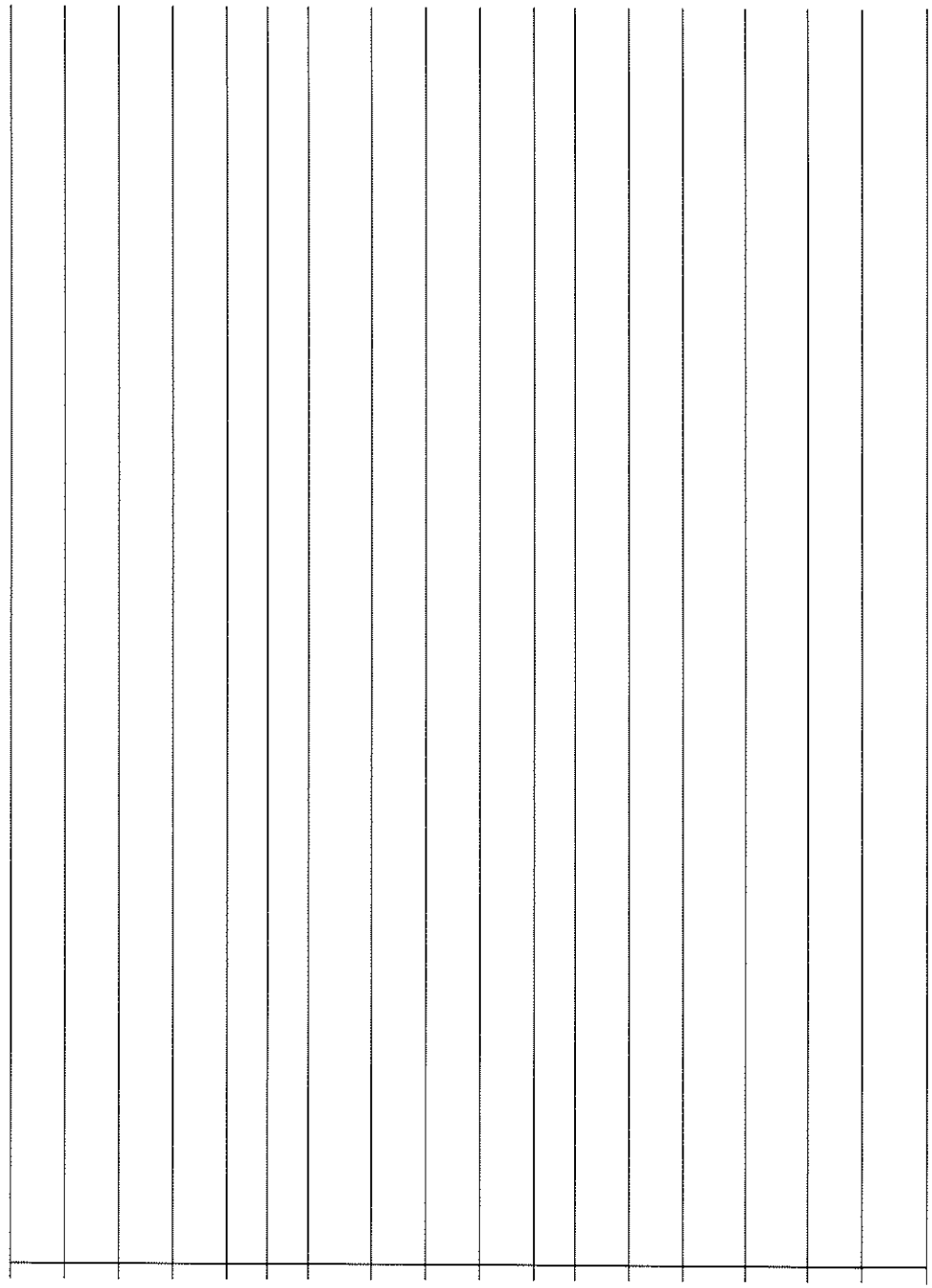
Supplemental -
30.20 Ac, TL 401, Horton
3.77 Ac, TL 1103, Whipple
4.50 Ac, TL 302, WASABI

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 5 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(12.3)~~	~~(33.7)~~	~~(28.8)~~	~~(30.5)~~	~~(31)~~	~~(34)~~	~~(31.05)~~	~~(34.1)~~	~~(25.2)~~	~~(30.2)~~	~~(36)~~	~~(27.1)~~	~~(37.5)~~	~~(34.89)~~	~~(34.96)~~	~~(37.4)~~	
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(12.3)~~	~~(33.7)~~	~~(28.8)~~	~~(30.5)~~	~~(31)~~	~~(34)~~	~~(31.05)~~	~~(34.1)~~	~~(25.2)~~	~~(30.2)~~	~~(36)~~	~~(27.1)~~	~~(37.5)~~	~~(34.89)~~	~~(34.96)~~	~~(37.4)~~	
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(12.3)~~	~~(33.7)~~	~~(28.8)~~	~~(30.5)~~	~~(31)~~	~~(34)~~	~~(31.05)~~	~~(34.1)~~	~~(25.2)~~	~~(30.2)~~	~~(36)~~	~~(27.1)~~	~~(37.5)~~	~~(34.89)~~	~~(34.96)~~	~~(37.4)~~	
Select	**Cert:76714 CF *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256 Cert: 76714	IL495, IL496, IL497, IL498, IL516, IL517, IL518, IL519, IL520, IL521, IL522, IL523, IL524, IL525, IL526, IL527, IL528, IL529, IL530, IL531, IL532, IL533, IL534, IL535, IL536, IL537, IL538, IL539, IL540, IL542, IL543, IL544, IL545, IL546, IL547, IL548, IL549, IL567, IL568, IL569, IL570, IL571, IL581, IL584, IL599, IL600, IL608, IL611, IL619, IL626,	2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)					12.3	33.7	28.8	30.5	31	34	31.05	34.1	25.2	30.2	36	27.1	37.5	34.89	34.96	37.4	

IL627,
IL631,
IL632,
IL633,
IL635,
IL636,
IL637,
IL638,
IL639,
IL640,
IL641,
IL645,
IL368,
IL369,
IL370,
IL372,
IL373,
IL374,
IL375,
IL376,
IL377,
IL378,
IL379,
IL380,
IL381,
IL382,
IL383,
IL384,
IL385,
IL386,
IL387,
IL388,
IL389,
IL390,
IL391,
IL392,
IL393,
IL394,
IL395,
IL396,
IL397,
IL398,
IL399,
IL400,
IL401,
IL402,
IL403,
IL404,
IL405,
IL406,
IL414,
CW32,
IL464,
T10390,
T10389,
T10429,
T10506,
T10510,
IL651,
IL654,
IL675,
IL677,
IL678,
IL679,
IL772,
IL773,
IL435,
IL436,
IL437,
IL438,
IL439,
IL440,
IL441,
IL442,
IL446,
IL447,
IL449,
IL450,
IL451



Select	**Inchoate: IL 772 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256	2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**	~~12.3~~	~~33.7~~	~~28.8~~	~~30.5~~	~~31~~	~~34~~	~~31.05~~	~~34.1~~	~~25.2~~	~~30.2~~	~~36~~	~~27.1~~	~~37.5~~	~~34.09~~	~~34.96~~	~~37.4~~	
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256	2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**DN**	~~12.3~~	~~33.7~~	~~28.8~~	~~30.5~~	~~31~~	~~34~~	~~31.05~~	~~34.1~~	~~25.2~~	~~30.2~~	~~36~~	~~27.1~~	~~37.5~~	~~34.09~~	~~34.96~~	~~37.4~~	
					1	2	3	4	5	6	7	8	9	10								

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

T-10544

No Layered rights this page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 8 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		DOMESTIC					*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
Select	**Cert:29052 CF CN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 29052	IL4, IL7, IL73, T7513, T4397, T3176, Z5, T6123, T6295, T4591, T5989, T4626, T5303, T3030, T2572, T3465, T2707, T2425, T7574		IRRIGATION	**CN**				~~36~~	~~30~~	~~30~~	~~37~~	~~36.6~~	~~30~~	~~39~~	~~38.4~~	~~22~~	~~29~~	~~30~~	~~35~~	~~35~~	~~39~~	~~36~~	~~34~~	
Select	**Inchoate: T 9463 (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(32.3)~~	~~(37.2)~~	~~(38)~~	~~(28.3)~~	~~(34)~~	~~(26)~~	~~(37)~~	~~(35.8)~~	~~(21.57)~~	~~(30.38)~~	~~(29)~~	~~(38.25)~~	~~(10)~~	~~(38.1)~~	~~(36)~~	~~(32)~~	
Select	**Inchoate: T 9314 CF (DST) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION					(32.3)	(37.2)	(38)	(28.3)	(34)	(26)	(37)	(35.8)	(21.57)	(30.38)	(29)	(38.25)	(10)	(38.1)	(36)	(32)	
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(32.3)~~	~~(37.2)~~	~~(38)~~	~~(28.3)~~	~~(34)~~	~~(26)~~	~~(37)~~	~~(35.8)~~	~~(21.57)~~	~~(30.38)~~	~~(29)~~	~~(38.25)~~	~~(10)~~	~~(38.1)~~	~~(36)~~	~~(32)~~	
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(32.3)~~	~~(37.2)~~	~~(38)~~	~~(28.3)~~	~~(34)~~	~~(26)~~	~~(37)~~	~~(35.8)~~	~~(21.57)~~	~~(30.38)~~	~~(29)~~	~~(38.25)~~	~~(10)~~	~~(38.1)~~	~~(36)~~	~~(32)~~	

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

No Layered rights This Page

Water Rights Platcard Report

Meridian: WILLAMETTE · **Township:** 15 South · **Range:** 13 East · **Section:** 8 · **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(32.3)~~	~~(37.2)~~	~~(38)~~	~~(28.3)~~	~~(34)~~	~~(26)~~	~~(37)~~	~~(35.8)~~	~~(21.57)~~	~~(30.38)~~	~~(29)~~	~~(38.25)~~	~~(10)~~	~~(38.1)~~	~~(36)~~	~~(32)~~	
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(32.3)~~	~~(37.2)~~	~~(38)~~	~~(28.3)~~	~~(34)~~	~~(26)~~	~~(37)~~	~~(35.8)~~	~~(21.57)~~	~~(30.38)~~	~~(29)~~	~~(38.25)~~	~~(10)~~	~~(38.1)~~	~~(36)~~	~~(32)~~	
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(32.3)~~	~~(37.2)~~	~~(38)~~	~~(28.3)~~	~~(34)~~	~~(26)~~	~~(37)~~	~~(35.8)~~	~~(21.57)~~	~~(30.38)~~	~~(29)~~	~~(38.25)~~	~~(10)~~	~~(38.1)~~	~~(36)~~	~~(32)~~	
Select	**Inchoate: T 9605 CF (REG) WD** Additional Info: COID / BEND METRO PARK & REC DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(32.3)~~	~~(37.2)~~	~~(38)~~	~~(28.3)~~	~~(34)~~	~~(26)~~	~~(37)~~	~~(35.8)~~	~~(21.57)~~	~~(30.38)~~	~~(29)~~	~~(38.25)~~	~~(10)~~	~~(38.1)~~	~~(36)~~	~~(32)~~	
Select	**Inchoate: T 9597 CF (REG) WD** Additional Info: EAGLE CREST INC. Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(32.3)~~	~~(37.2)~~	~~(38)~~	~~(28.3)~~	~~(34)~~	~~(26)~~	~~(37)~~	~~(35.8)~~	~~(21.57)~~	~~(30.38)~~	~~(29)~~	~~(38.25)~~	~~(10)~~	~~(38.1)~~	~~(36)~~	~~(32)~~	
Select	**Inchoate: IL 734 CF (IL) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION					32.3	37.2	38	28.3	34	26	37	35.8	21.57	30.38	29	38.25	10	38.1	36	32	

NCR

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage · ~~12.25~~ Acreage is on a canceled right · (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) · [12.25] Acreage has been suspended · * Acreage is not specified

No Layered rights this page... but → Possible issue w/ inchoate rights in SE SW

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 8 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: IL 755 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~32.3~~	~~37.2~~	~~30~~	~~28.3~~	~~34~~	~~26~~	~~37~~	~~35.8~~	~~21.57~~	~~30.30~~	~~29~~	~~30.25~~	~~10~~	~~30.1~~	~~36~~	~~32~~	
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**DN**				~~32.3~~	~~37.2~~	~~30~~	~~28.3~~	~~34~~	~~26~~	~~37~~	~~35.8~~	~~21.57~~	~~30.30~~	~~29~~	~~30.25~~	~~10~~	~~30.1~~	~~36~~	~~32~~	
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		IRRIGATION					22.21	37.2	38	0.9	34	27	37	35.8	20.27	27.08	26.47	25.43	10	19.58	16.87		
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		IRRIGATION					(1.06)											(0.55)					
Select	**Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	IRRIGATION					32.3	37.2	38	28.3	34	26	37	35.8	21.27	29.23	29	35	10	38.1	36	15.5	
Select	**Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	IRRIGATION														(1)							

1 2 3 4 5 6 7 8 9 10 ... >>

Subject

NCR - superseded by C83571

inchoate

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

No layered rights This page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 8 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		LIVESTOCK				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
Select	**App:G 14908 *** Additional Info: CITY OF REDMOND App: G14908		1/13/1999	MUNICIPAL USES				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
Select	**App:G 15850 MF** Additional Info: MARY MELOY App: G15850		10/8/2002	MUNICIPAL USES	**MF**			*			*					*	*	*	*	*	*	*	*	
Select	**Cert:64139 OR CN** Additional Info: CITY OF REDMOND App: ~~G11439~~ Permit: G10544 Cert: 64139		9/25/1985	MUNICIPAL USES	**CN**			*			*					*				*	*	*	*	
Select	**Cert:80233 CF CN** Additional Info: CITY OF REDMOND App: G11439 Permit: G10544 Cert: 80233	T10162	9/25/1985	MUNICIPAL USES	**CN**			*			*					*				*	*	*	*	
Select	**Inchoate: T 10162 CF (REG) *** Additional Info: PATRICK DORNING App: G11439 Permit: G10544		9/25/1985	MUNICIPAL USES				(*)			(*)					(*)				(*)	(*)	(*)	(*)	

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

No layered rights
This page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 8 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Permit:G 6793 ***		3/27/1975	MUNICIPAL USES				*			*									*			*	
	Additional Info: CITY OF REDMOND App: G6865 Permit: G6793																							
Select	**Cert:82751 OR ***		11/7/1979	MUNICIPAL USES				*			*									*			*	
	Additional Info: CITY OF REDMOND App: G9462 Permit: G8866 Cert: 82751																							
Select	**Permit:G 12401 ***	T10576	11/25/1991	MUNICIPAL USES				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
	Additional Info: CITY OF REDMOND App: G12731 Permit: G12401																							
Select	**Inchoate: T 9463 CF (ALT) WD**		2/28/1913	POND MAINTENANCE	**WD**				~~(0.8)~~					~~(0.3)~~							~~(0.9)~~			
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256																							
Select	**Inchoate: T 9426 CF (ALT) WD**		2/28/1913	POND MAINTENANCE	**WD**				~~(0.8)~~					~~(0.3)~~							~~(0.9)~~			
	Additional Info: CROOK CO IMP DIST / BY COID App: S13180 Permit: S23256																							
Select	**Inchoate: T 9423 (DRO) WD**		2/28/1913	POND MAINTENANCE	**WD**				~~(0.8)~~					~~(0.3)~~							~~(0.9)~~			
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256																							

NCR

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

No layered rights this page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 8 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE Q(160): NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	POND MAINTENANCE	**WD**				~~(0.8)~~					~~(0.3)~~							~~(0.9)~~			
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS App: S13180		2/28/1913	POND MAINTENANCE	**WD**				~~(0.8)~~					~~(0.3)~~							~~(0.9)~~			
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**WD**				~~(0.8)~~					~~(0.3)~~							~~(0.9)~~			
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	POND MAINTENANCE	**WD**				~~(0.8)~~					~~(0.3)~~							~~(0.9)~~			
Select	**Cert:76714 CF *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256 Cert: 76714	IL495, IL496, IL497, IL498, IL516, IL517, IL518, IL519, IL520, IL521, IL522, IL523, IL524, IL525, IL526, IL527, IL528, IL529, IL530, IL531, IL532, IL533, IL534, IL535, IL536, IL537, IL538, IL539, IL540, IL542,	2/28/1913	POND MAINTENANCE					0.8					0.3							0.9			

IL543,
IL544,
IL545,
IL546,
IL547,
IL548,
IL549,
IL567,
IL568,
IL569,
IL570,
IL571,
IL581,
IL584,
IL599,
IL600,
IL608,
IL611,
IL619,
IL626,
IL627,
IL631,
IL632,
IL633,
IL635,
IL636,
IL637,
IL638,
IL639,
IL640,
IL641,
IL645,
IL368,
IL369,
IL370,
IL372,
IL373,
IL374,
IL375,
IL376,
IL377,
IL378,
IL379,
IL380,
IL381,
IL382,
IL383,
IL384,
IL385,
IL386,
IL387,
IL388,
IL389,
IL390,
IL391,
IL392,
IL393,
IL394,
IL395,
IL396,
IL397,
IL398,
IL399,
IL400,
IL401,

| | | |

No layered rights this page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 8 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE Q(160): NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**DN**				~~0.8~~					~~0.3~~							~~0.9~~			
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		POND MAINTENANCE					0.8					0.3							0.9			
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		POND MAINTENANCE					(*)					(*)							(*)			
Select	**Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	POND MAINTENANCE					0.8					0.3							0.9			
Select	**Inchoate: T 9463 (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**				~~(0.8)~~					~~(0.3)~~							~~(0.9)~~			
Select	**Inchoate: T 9314 CF (DST) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE					(0.8)					(0.3)							(0.9)			

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

No Layered rights this page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 8 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Unkown
								Q(160): NE	NE	NE	NE	NW	NW	NW	NW	SW	SW	SW	SW	SE	SE	SE	SE	SE	QQ
Select	**Inchoate: T 9423 (DRO) WD**			STORAGE	**WD**				~~(0.8)~~					~~(0.3)~~									~~(0.9)~~			
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: T 9424 (DRO) WD**			STORAGE	**WD**				~~(0.8)~~					~~(0.3)~~									~~(0.9)~~			
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: T 9553 (IS) WD**			STORAGE	**WD**				~~(0.8)~~					~~(0.3)~~									~~(0.9)~~			
	Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: T 9555 (IS) WD**			STORAGE	**WD**				~~(0.8)~~					~~(0.3)~~									~~(0.9)~~			
	Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: T 9214 (REG) WD**			STORAGE	**WD**				~~(0.8)~~					~~(0.3)~~									~~(0.9)~~			
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: T 9605 CF (REG) WD**			STORAGE	**WD**				~~(0.8)~~					~~(0.3)~~									~~(0.9)~~			
	Additional Info: COID / BEND METRO PARK & REC DISTRICT Decree: DESCHUTES RIVER (F)																								

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

No layered rights this page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 8 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9597 CF (REG) WD** Additional Info: EAGLE CREST INC. Decree: DESCHUTES RIVER (F)			STORAGE	**WD**					~~(0.8)~~					~~(0.3)~~							~~(0.9)~~			
Select	**Inchoate: IL 734 CF (IL) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE						0.8					0.3							0.9			
Select	**Inchoate: IL 755 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**					~~0.8~~					~~0.3~~							~~0.9~~			
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**DN**					~~0.8~~					~~0.3~~							~~0.9~~			
Select	**Inchoate: T 9463 CF (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(32.3)~~	~~(37.2)~~	~~(30)~~	~~(28.3)~~	~~(34)~~	~~(26)~~	~~(37)~~	~~(35.8)~~	~~(21.57)~~	~~(30.30)~~	~~(29)~~	~~(30.25)~~	~~(10)~~	~~(30.1)~~	~~(36)~~	~~(32)~~	
Select	**Inchoate: T 9426 CF (ALT) WD** Additional Info: CROOK CO IMP DIST / BY COID App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(32.3)~~	~~(37.2)~~	~~(30)~~	~~(28.3)~~	~~(34)~~	~~(26)~~	~~(37)~~	~~(35.8)~~	~~(21.57)~~	~~(30.30)~~	~~(29)~~	~~(30.25)~~	~~(10)~~	~~(30.1)~~	~~(36)~~	~~(32)~~	

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

Suppl. rights
4.5 Ac, TL 200, Havnip

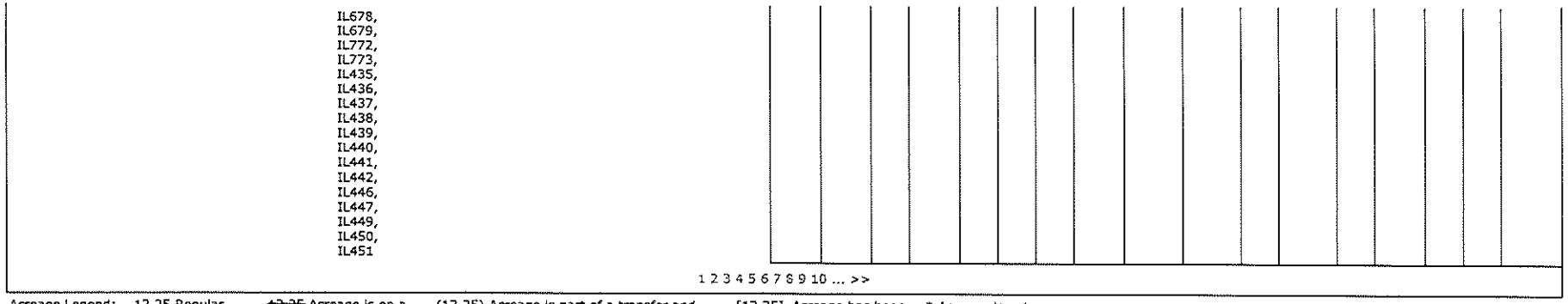
Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 8 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**			~~(32.3)~~	~~(37.2)~~	~~(38)~~	~~(28.3)~~	~~(34)~~	~~(26)~~	~~(37)~~	~~(35.8)~~	~~(21.57)~~	~~(30.38)~~	~~(29)~~	~~(30.25)~~	~~(10)~~	~~(38.1)~~	~~(36)~~	~~(32)~~	
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**			~~(32.3)~~	~~(37.2)~~	~~(38)~~	~~(28.3)~~	~~(34)~~	~~(26)~~	~~(37)~~	~~(35.8)~~	~~(21.57)~~	~~(30.38)~~	~~(29)~~	~~(30.25)~~	~~(10)~~	~~(38.1)~~	~~(36)~~	~~(32)~~	
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**			~~(32.3)~~	~~(37.2)~~	~~(38)~~	~~(28.3)~~	~~(34)~~	~~(26)~~	~~(37)~~	~~(35.8)~~	~~(21.57)~~	~~(30.38)~~	~~(29)~~	~~(30.25)~~	~~(10)~~	~~(38.1)~~	~~(36)~~	~~(32)~~	
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**			~~(32.3)~~	~~(37.2)~~	~~(38)~~	~~(28.3)~~	~~(34)~~	~~(26)~~	~~(37)~~	~~(35.8)~~	~~(21.57)~~	~~(30.38)~~	~~(29)~~	~~(30.25)~~	~~(10)~~	~~(38.1)~~	~~(36)~~	~~(32)~~	
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**			~~(32.3)~~	~~(37.2)~~	~~(38)~~	~~(28.3)~~	~~(34)~~	~~(26)~~	~~(37)~~	~~(35.8)~~	~~(21.57)~~	~~(30.38)~~	~~(29)~~	~~(30.25)~~	~~(10)~~	~~(38.1)~~	~~(36)~~	~~(32)~~	
Select	**Cert:76714 CF *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256 Cert: 76714	IL495, IL496, IL497, IL498, IL516, IL517, IL518, IL519, IL520, IL521, IL522, IL523, IL524, IL525, IL526, IL527, IL528, IL529, IL530, IL531, IL532, IL533, IL534, IL535, IL536, IL537, IL538, IL539, IL540, IL542, IL543, IL544, IL545, IL546, IL547,	2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)				32.3	37.2	38	28.3	34	26	37	35.8	21.57	30.38	29	35	10	38.1	36	32	

Suppl

IL548,
IL549,
IL567,
IL568,
IL569,
IL570,
IL571,
IL581,
IL584,
IL599,
IL600,
IL608,
IL611,
IL619,
IL626,
IL627,
IL631,
IL632,
IL633,
IL635,
IL636,
IL637,
IL638,
IL639,
IL640,
IL641,
IL645,
IL368,
IL369,
IL370,
IL372,
IL373,
IL374,
IL375,
IL376,
IL377,
IL378,
IL379,
IL380,
IL381,
IL382,
IL383,
IL384,
IL385,
IL386,
IL387,
IL388,
IL389,
IL390,
IL391,
IL392,
IL393,
IL394,
IL395,
IL396,
IL397,
IL398,
IL399,
IL400,
IL401,
IL402,
IL403,
IL404,
IL405,
IL406,
IL414,
CW32,
IL464,
T10390,
T10389,
T10429,
T10506,
T10510,
IL651,
IL654,
IL675,
IL677,



Acreage Legend: 12.25 Regular acreage | ~~12.25~~ Acreage is on a canceled right | (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) | [12.25] Acreage has been suspended | * Acreage is not specified

Water Rights Platcard Report

No Layered Rights this Page

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 8 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: IL 772 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~32.3~~	~~37.2~~	~~30~~	~~28.3~~	~~34~~	~~26~~	~~37~~	~~35.0~~	~~21.57~~	~~30.30~~	~~29~~	~~30.25~~	~~10~~	~~30.1~~	~~36~~	~~32~~	
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**DN**				~~32.3~~	~~37.2~~	~~30~~	~~28.3~~	~~34~~	~~26~~	~~37~~	~~35.0~~	~~21.57~~	~~30.30~~	~~29~~	~~30.25~~	~~10~~	~~30.1~~	~~36~~	~~32~~	

<< ... 2 3 4 5 6 7 8 9 10 11

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

T-10544

No Exempt rights this page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 9 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		DOMESTIC				*	*	*	*		*	*	*	*		*	*	*				
Select	**Inchoate: T 9463 (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			INDUSTRIAL/MANUFACTURING USES	**WD**						~~(34.3)~~													
Select	**Inchoate: T 9314 CF (DST) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			INDUSTRIAL/MANUFACTURING USES							(34.3)													
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			INDUSTRIAL/MANUFACTURING USES	**WD**						~~(34.3)~~													
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			INDUSTRIAL/MANUFACTURING USES	**WD**						~~(34.3)~~													
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			INDUSTRIAL/MANUFACTURING USES	**WD**						~~(34.3)~~													

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

No Log used rights this page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 9 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			INDUSTRIAL/MANUFACTURING USES	**WD**						~~(34.3)~~													
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			INDUSTRIAL/MANUFACTURING USES	**WD**						~~(34.3)~~													
Select	**Inchoate: T 9605 CF (REG) WD** Additional Info: COID / BEND METRO PARK & REC DISTRICT Decree: DESCHUTES RIVER (F)			INDUSTRIAL/MANUFACTURING USES	**WD**						~~(34.3)~~													
Select	**Inchoate: T 9597 CF (REG) WD** Additional Info: EAGLE CREST INC. Decree: DESCHUTES RIVER (F)			INDUSTRIAL/MANUFACTURING USES	**WD**						~~(34.3)~~													
Select	**Inchoate: T 9463 CF (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	INDUSTRIAL/MANUFACTURING USES	**WD**						~~(34.3)~~													
Select	**Inchoate: T 9426 CF (ALT) WD** Additional Info: CROOK CO IMP DIST / BY COID App: S13180 Permit: S23256		2/28/1913	INDUSTRIAL/MANUFACTURING USES	**WD**						~~(34.3)~~													

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

No Layered rights this page

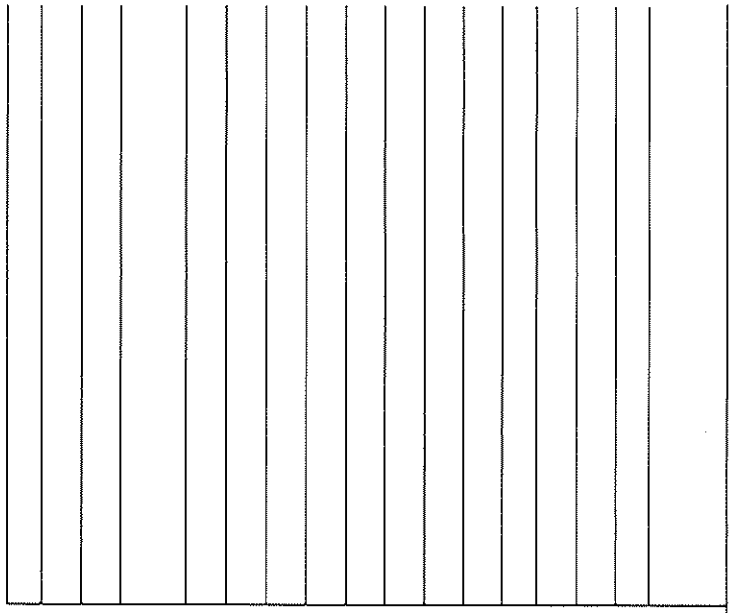
Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 9 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	INDUSTRIAL/MANUFACTURING USES	**WD**						~~(34.3)~~													
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	INDUSTRIAL/MANUFACTURING USES	**WD**						~~(34.3)~~													
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS App: S13180		2/28/1913	INDUSTRIAL/MANUFACTURING USES	**WD**						~~(34.3)~~													
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS App: S13180 Permit: S23256		2/28/1913	INDUSTRIAL/MANUFACTURING USES	**WD**						~~(34.3)~~													
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	INDUSTRIAL/MANUFACTURING USES	**WD**						~~(34.3)~~													
Select	**Cert:76714 CF *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256 Cert: 76714	IL495, IL496, IL497, IL498, IL516, IL517, IL518, IL519, IL520, IL521, IL522, IL523, IL524, IL525, IL526, IL527, IL528, IL529, IL530, IL531, IL532, IL533, IL534, IL535, IL536, IL537, IL538, IL539,	2/28/1913	INDUSTRIAL/MANUFACTURING USES							34.3													

IL540,
IL542,
IL543,
IL544,
IL545,
IL546,
IL547,
IL548,
IL549,
IL567,
IL568,
IL569,
IL570,
IL571,
IL581,
IL584,
IL599,
IL600,
IL608,
IL611,
IL619,
IL626,
IL627,
IL631,
IL632,
IL633,
IL635,
IL636,
IL637,
IL638,
IL639,
IL640,
IL641,
IL645,
IL368,
IL369,
IL370,
IL372,
IL373,
IL374,
IL375,
IL376,
IL377,
IL378,
IL379,
IL380,
IL381,
IL382,
IL383,
IL384,
IL385,
IL386,
IL387,
IL388,
IL389,
IL390,
IL391,
IL392,
IL393,
IL394,
IL395,
IL396,
IL397,
IL398,
IL399,
IL400,
IL401,
IL402,
IL403,
IL404,

IL405,
IL406,
IL414,
CW32,
IL464,
T10390,
T10389,
T10429,
T10506,
T10510,
IL651,
IL654,
IL675,
IL677,
IL678,
IL679,
IL772,
IL773,
IL435,
IL436,
IL437,
IL438,
IL439,
IL440,
IL441,
IL442,
IL446,
IL447,
IL449,
IL450,
IL451



1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage | ~~12.25~~ Acreage is on a canceled right | (12.25) Acreage is part of a transfer and has not been proven up on yet (Inchoate) | [12.25] Acreage has been suspended | * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 9 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: IL 734 CF (IL) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			INDUSTRIAL/MANUFACTURING USES							34.3													
Select	**Inchoate: IL 755 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			INDUSTRIAL/MANUFACTURING USES	**WD**						~~34.3~~													
Select	**Inchoate: IL 772 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	INDUSTRIAL/MANUFACTURING USES	**WD**						~~34.3~~													
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			INDUSTRIAL/MANUFACTURING USES	**DN**						~~34.3~~													
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	INDUSTRIAL/MANUFACTURING USES	**DN**						~~34.3~~													
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		INDUSTRIAL/MANUFACTURING USES							34.3													

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

No Layered rights this page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 9 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		INDUSTRIAL/MANUFACTURING USES								(*)													
Select	**Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	INDUSTRIAL/MANUFACTURING USES								34.3													
Select	**Cert:29052 CF CN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 29052	IL4, IL7, IL73, T7513, T4397, T3176, Z5, T6123, T6295, T4591, T5989, T4626, T5303, T3030, T2572, T3465, T2707, T2425, T7574		IRRIGATION	**CN**				~~25.69~~	~~39.5~~	~~11~~	~~36.3~~		~~33~~	~~39~~	~~34~~	~~22~~	~~30~~	~~35~~	~~12.6~~	~~22.75~~				
Select	**Inchoate: T 9463 (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(6.59)~~	~~(2.2)~~	~~(3.05)~~	~~(6.45)~~		~~(29.05)~~	~~(32.45)~~	~~(25.6)~~	~~(22)~~		~~(23.9)~~	~~(5.9)~~	~~(2.4)~~				
Select	**Inchoate: T 9314 CF (DST) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION					(6.59)	(2.2)	(3.05)	(6.45)		(29.05)	(32.45)	(25.6)	(22)		(23.9)	(5.9)	(2.4)				
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(6.59)~~	~~(2.2)~~	~~(3.05)~~	~~(6.45)~~		~~(29.05)~~	~~(32.45)~~	~~(25.6)~~	~~(22)~~		~~(23.9)~~	~~(5.9)~~	~~(2.4)~~				

1 2 3 4 5 6 7 8 9 10 ... >>

NCR

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

No layered rights this page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 9 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(6.59)~~	~~(2.2)~~	~~(3.05)~~	~~(6.45)~~		~~(29.05)~~	~~(32.45)~~	~~(25.6)~~	~~(22)~~		~~(23.9)~~	~~(5.9)~~	~~(2.4)~~				
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(6.59)~~	~~(2.2)~~	~~(3.05)~~	~~(6.45)~~		~~(29.05)~~	~~(32.45)~~	~~(25.6)~~	~~(22)~~		~~(23.9)~~	~~(5.9)~~	~~(2.4)~~				
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(6.59)~~	~~(2.2)~~	~~(3.05)~~	~~(6.45)~~		~~(29.05)~~	~~(32.45)~~	~~(25.6)~~	~~(22)~~		~~(23.9)~~	~~(5.9)~~	~~(2.4)~~				
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(6.59)~~	~~(2.2)~~	~~(3.05)~~	~~(6.45)~~		~~(29.05)~~	~~(32.45)~~	~~(25.6)~~	~~(22)~~		~~(23.9)~~	~~(5.9)~~	~~(2.4)~~				
Select	**Inchoate: T 9605 CF (REG) WD** Additional Info: COID / BEND METRO PARK & REC DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(6.59)~~	~~(2.2)~~	~~(3.05)~~	~~(6.45)~~		~~(29.05)~~	~~(32.45)~~	~~(25.6)~~	~~(22)~~		~~(23.9)~~	~~(5.9)~~	~~(2.4)~~				
Select	**Inchoate: T 9597 CF (REG) WD** Additional Info: EAGLE CREST INC. Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(6.59)~~	~~(2.2)~~	~~(3.05)~~	~~(6.45)~~		~~(29.05)~~	~~(32.45)~~	~~(25.6)~~	~~(22)~~		~~(23.9)~~	~~(5.9)~~	~~(2.4)~~				

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

No layered rights this page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 9 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
NCR	Select **Inchoate: IL 734 CF (IL) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION					6.59	2.2	3.05	6.45		29.05	32.45	25.6	22		23.9	5.9	2.4				
	Select **Inchoate: IL 755 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~6.59~~	~~2.2~~	~~3.05~~	~~6.45~~		~~29.05~~	~~32.45~~	~~25.6~~	~~22~~		~~23.9~~	~~5.9~~	~~2.4~~				
	Select **Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**DN**				~~6.59~~	~~2.2~~	~~3.05~~	~~6.45~~		~~29.05~~	~~32.45~~	~~25.6~~	~~22~~		~~23.9~~	~~5.9~~	~~2.4~~				
Subject	Select **Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		IRRIGATION					3.29	2.2	3.05	5.45		10.45	30.95	25.6	22		17.55	5.9	2.4				
NCR superseded by C83571	Select **Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	IRRIGATION					6.59	2.2	3.05	6.45		29.05	32.45	25.6	22		17.3	5.9	2.4				
	Select **Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	IRRIGATION															(3.1)						

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 9 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:83571 CF RR ***	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		LIVESTOCK				*	*	*	*		*	*	*	*		*	*	*				
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571																							
Select	**App:G 14908 ***		1/13/1999	MUNICIPAL USES				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
	Additional Info: CITY OF REDMOND App: G14908																							
Select	**App:G 15850 MF**		10/8/2002	MUNICIPAL USES **MF**				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
	Additional Info: MARY MELOY App: G15850																							
Select	**Cert:29052 CF CN**	IL4, IL7, IL73, T7513, T4397, T3176, Z5, T6123, T6295, T4591, T5989, T4626, T5303, T3030, T2572, T3465, T2707, T2425, T7574		MUNICIPAL USES **CN**																				*
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 29052																							
Select	**Cert:47491 OR CN**		9/5/1969	MUNICIPAL USES **CN**				*	*	*	*	*	*			*			*	*	*	*	*	
	Additional Info: CITY OF REDMOND App: G4981 Permit: G4700 Cert: 47491																							

Select **Cert:64139 OR CN**																		
Additional Info: CITY OF REDMOND App: G11439 Permit: G10544 Cert: 64139	9/25/1985	MUNICIPAL **CN** USES	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

No layered rights this page

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 9 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:80232 CF CN** Additional Info: CITY OF REDMOND App: G4981 Permit: G4700 Cert: 80232	T10162	9/5/1969	MUNICIPAL USES	**CN**			*	*	*	*	*	*			*			*	*	*	*	*	
Select	**Cert:80233 CF CN** Additional Info: CITY OF REDMOND App: G11439 Permit: G10544 Cert: 80233	T10162	9/25/1985	MUNICIPAL USES	**CN**			*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
Select	**Inchoate: T 10162 CF (REG) *** Additional Info: PATRICK DORNING App: G4981 Permit: G4700		9/5/1969	MUNICIPAL USES				(*)	(*)	(*)	(*)	(*)	(*)			(*)			(*)	(*)	(*)	(*)	(*)	
Select	**Inchoate: T 10162 CF (REG) *** Additional Info: PATRICK DORNING App: G11439 Permit: G10544		9/25/1985	MUNICIPAL USES				(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	
Select	**Permit:G 6793 *** Additional Info: CITY OF REDMOND App: G6865 Permit: G6793		3/27/1975	MUNICIPAL USES				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
Select	**Cert:82751 OR *** Additional Info: CITY OF REDMOND App: G9462 Permit: G8866 Cert: 82751		11/7/1979	MUNICIPAL USES				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

Water Rights Platcard Report

No Layered rights this page

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 9 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Permit:G 12401 ***	T10576	11/25/1991	MUNICIPAL USES				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
	Additional Info: CITY OF REDMOND App: G12731 Permit: G12401																							
Select	**Inchoate: T 9463 CF (ALT) WD**		2/28/1913	POND MAINTENANCE	**WD**					~~(0.15)~~								~~(0.4)~~						
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256																							
Select	**Inchoate: T 9426 CF (ALT) WD**		2/28/1913	POND MAINTENANCE	**WD**					~~(0.15)~~								~~(0.4)~~						
	Additional Info: CROOK CO IMP DIST / BY COID App: S13180 Permit: S23256																							
Select	**Inchoate: T 9423 (DRO) WD**		2/28/1913	POND MAINTENANCE	**WD**					~~(0.15)~~								~~(0.4)~~						
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256																							
Select	**Inchoate: T 9424 (DRO) WD**		2/28/1913	POND MAINTENANCE	**WD**					~~(0.15)~~								~~(0.4)~~						
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180																							
Select	**Inchoate: T 9553 (IS) WD**		2/28/1913	POND MAINTENANCE	**WD**					~~(0.15)~~								~~(0.4)~~						
	Additional Info: BRIAN STEVENS App: S13180																							

1 2 3 4 5 6 7 8 9 10 ... >>

NCR

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

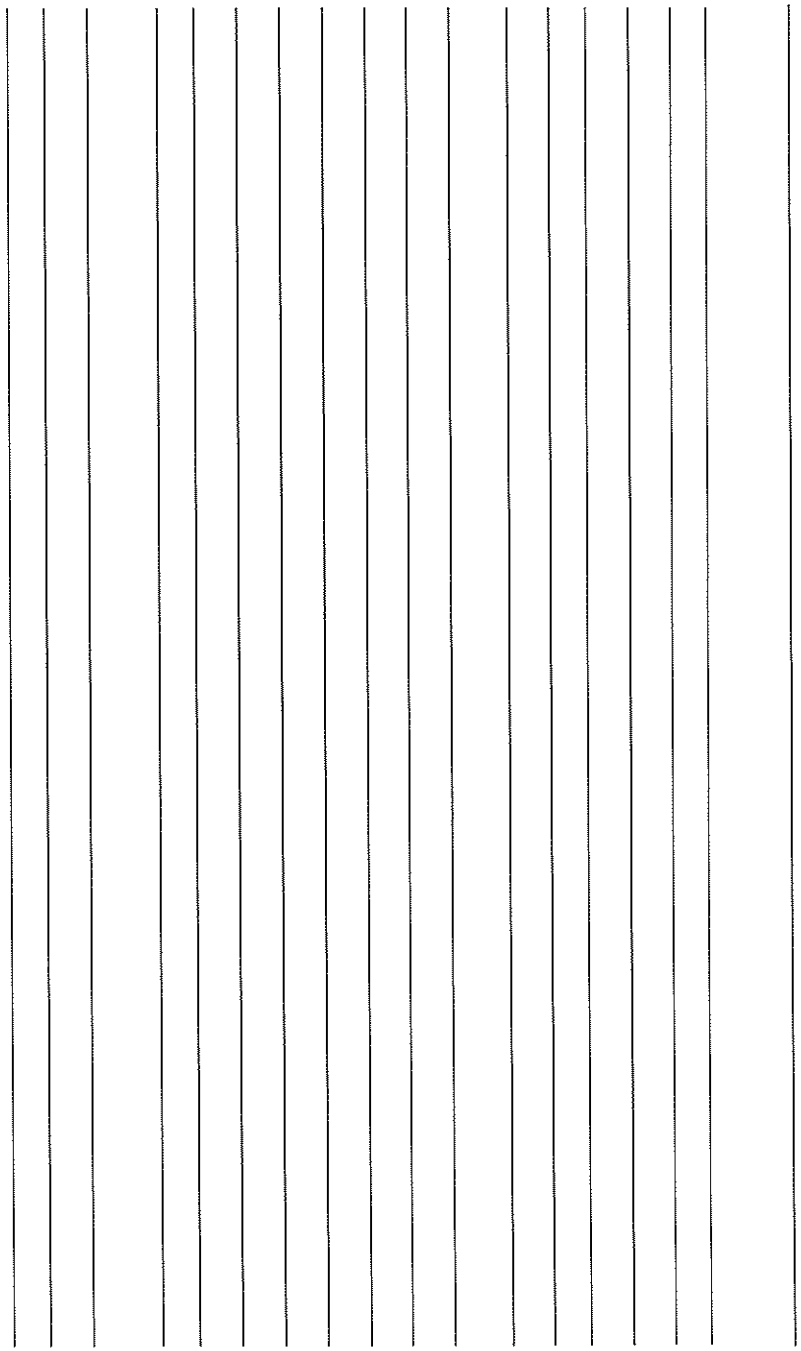
None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 9 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**WD**					~~(0.15)~~								~~(0.4)~~						
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	POND MAINTENANCE	**WD**					~~(0.15)~~								~~(0.4)~~						
Select	**Cert:76714 CF *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256 Cert: 76714	IL495, IL496, IL497, IL498, IL516, IL517, IL518, IL519, IL520, IL521, IL522, IL523, IL524, IL525, IL526, IL527, IL528, IL529, IL530, IL531, IL532, IL533, IL534, IL535, IL536, IL537, IL538, IL539, IL540, IL542, IL543, IL544, IL545, IL546, IL547, IL548, IL549, IL567, IL568, IL569, IL570,	2/28/1913	POND MAINTENANCE						0.15								0.4						

IL571,
IL581,
IL584,
IL599,
IL600,
IL608,
IL611,
IL619,
IL626,
IL627,
IL631,
IL632,
IL633,
IL635,
IL636,
IL637,
IL638,
IL639,
IL640,
IL641,
IL645,
IL368,
IL369,
IL370,
IL372,
IL373,
IL374,
IL375,
IL376,
IL377,
IL378,
IL379,
IL380,
IL381,
IL382,
IL383,
IL384,
IL385,
IL386,
IL387,
IL388,
IL389,
IL390,
IL391,
IL392,
IL393,
IL394,
IL395,
IL396,
IL397,
IL398,
IL399,
IL400,
IL401,
IL402,
IL403,
IL404,
IL405,
IL406,
IL414,
CW32,
IL464,
T10390,
T10389,
T10429,



| | | |

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 9 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Unkown
								Q(160): NE	NE	NE	NE	NW	NW	NW	NW	SW	SW	SW	SW	SE	SE	SE	SE	QQ
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		POND MAINTENANCE						(*)								(*)						
Select	**Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	POND MAINTENANCE						0.15								0.4						
Select	**Inchoate: T 9463 (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**					~~(0.15)~~								~~(0.4)~~						
Select	**Inchoate: T 9314 CF (DST) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE						(0.15)								(0.4)						
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**					~~(0.15)~~								~~(0.4)~~						
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**					~~(0.15)~~								~~(0.4)~~						

<< ... 6 7 8 9 10 11 12 13 14 15

Acreage Legend: 12.25 Regular acreage | ~~12.25~~ Acreage is on a canceled right | (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) | [12.25] Acreage has been suspended | * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 9 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			STORAGE	**WD**					~~(0.15)~~								~~(0.4)~~						
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			STORAGE	**WD**					~~(0.15)~~								~~(0.4)~~						
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**					~~(0.15)~~								~~(0.4)~~						
Select	**Inchoate: T 9605 CF (REG) WD** Additional Info: COID / BEND METRO PARK & REC DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**					~~(0.15)~~								~~(0.4)~~						
Select	**Inchoate: T 9597 CF (REG) WD** Additional Info: EAGLE CREST INC. Decree: DESCHUTES RIVER (F)			STORAGE	**WD**					~~(0.15)~~								~~(0.4)~~						
Select	**Inchoate: IL 734 CF (IL) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE						0.15								0.4						

<< ... 6 7 8 9 10 11 12 13 14 15

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 9 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: IL 755 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**						~~0.15~~									~~0.4~~						
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**DN**						~~0.15~~									~~0.4~~						
Select	**Inchoate: T 9463 CF (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(6.59)~~	~~(2.2)~~	~~(3.05)~~	~~(6.45)~~		~~(29.05)~~	~~(32.45)~~	~~(25.6)~~	~~(22)~~		~~(23.9)~~	~~(5.9)~~	~~(2.4)~~				
Select	**Inchoate: T 9426 CF (ALT) WD** Additional Info: CROOK CO IMP DIST / BY COID App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(6.59)~~	~~(2.2)~~	~~(3.05)~~	~~(6.45)~~		~~(29.05)~~	~~(32.45)~~	~~(25.6)~~	~~(22)~~		~~(23.9)~~	~~(5.9)~~	~~(2.4)~~				
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(6.59)~~	~~(2.2)~~	~~(3.05)~~	~~(6.45)~~		~~(29.05)~~	~~(32.45)~~	~~(25.6)~~	~~(22)~~		~~(23.9)~~	~~(5.9)~~	~~(2.4)~~				
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(6.59)~~	~~(2.2)~~	~~(3.05)~~	~~(6.45)~~		~~(29.05)~~	~~(32.45)~~	~~(25.6)~~	~~(22)~~		~~(23.9)~~	~~(5.9)~~	~~(2.4)~~				

<< ... 6 7 8 9 10 11 12 13 14 15

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

Suppl rights
2.0 Ac, TL 205, Rice

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 9 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): / Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(6.59)~~	~~(2.2)~~	~~(3.05)~~	~~(6.45)~~		~~(29.05)~~	~~(32.45)~~	~~(25.6)~~	~~(22)~~		~~(23.9)~~	~~(5.9)~~	~~(2.4)~~				
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(6.59)~~	~~(2.2)~~	~~(3.05)~~	~~(6.45)~~		~~(29.05)~~	~~(32.45)~~	~~(25.6)~~	~~(22)~~		~~(23.9)~~	~~(5.9)~~	~~(2.4)~~				
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(6.59)~~	~~(2.2)~~	~~(3.05)~~	~~(6.45)~~		~~(29.05)~~	~~(32.45)~~	~~(25.6)~~	~~(22)~~		~~(23.9)~~	~~(5.9)~~	~~(2.4)~~				
Select	**Cert:76714 CF *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256 Cert: 76714	IL495, IL496, IL497, IL498, IL516, IL517, IL518, IL519, IL520, IL521, IL522, IL523, IL524, IL525, IL526, IL527, IL528, IL529, IL530, IL531, IL532, IL533, IL534, IL535, IL536, IL537, IL538, IL539, IL540, IL542, IL543, IL544, IL545, IL546, IL547, IL548, IL549, IL567, IL568, IL569, IL570, IL571, IL581, IL584,	2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)					6.59	2.2	3.05	6.45		29.05	32.45	25.6	22		23.9	5.9	2.4				

IL599,
IL600,
IL608,
IL611,
IL619,
IL626,
IL627,
IL631,
IL632,
IL633,
IL635,
IL636,
IL637,
IL638,
IL639,
IL640,
IL641,
IL645,
IL368,
IL369,
IL370,
IL372,
IL373,
IL374,
IL375,
IL376,
IL377,
IL378,
IL379,
IL380,
IL381,
IL382,
IL383,
IL384,
IL385,
IL386,
IL387,
IL388,
IL389,
IL390,
IL391,
IL392,
IL393,
IL394,
IL395,
IL396,
IL397,
IL398,
IL399,
IL400,
IL401,
IL402,
IL403,
IL404,
IL405,
IL406,
IL414,
CW32,
IL464,
T10390,
T10389,
T10429,
T10506,
T10510,
IL651,
IL654,
IL675,
IL677,
IL678,
IL679,
IL772,
IL773,
IL435,
IL436,

	IL437, IL438, IL439, IL440, IL441, IL442, IL446, IL447, IL449, IL450, IL451																					
Select	**Inchoate: IL 772 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256	2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**	~~6.59~~	~~2.2~~	~~3.05~~	~~6.45~~		~~29.05~~	~~32.45~~	~~25.6~~	~~22~~		~~23.9~~	~~5.9~~	~~2.4~~					
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256	2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**DN**	~~6.59~~	~~2.2~~	~~3.05~~	~~6.45~~		~~29.05~~	~~32.45~~	~~25.6~~	~~22~~		~~23.9~~	~~5.9~~	~~2.4~~					

<< ... 6 7 8 9 10 11 12 13 14 15

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

T-10544

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 10 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE / Q(160): NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		DOMESTIC					*	*		*	*	*	*	*	*		*					
Select	**Cert:29052 CF CN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 29052	IL4, IL7, IL73, T7513, T4397, T3176, Z5, T6123, T6295, T4591, T5989, T4626, T5303, T3030, T2572, T3465, T2707, T2425, T7574		INDUSTRIAL/MANUFACTURING USES	**CN**												~~0~~	~~12~~						
Select	**Inchoate: T 9463 (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			INDUSTRIAL/MANUFACTURING USES	**WD**											~~(20)~~	~~(0.25)~~		~~(4)~~					
Select	**Inchoate: T 9314 CF (DST) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			INDUSTRIAL/MANUFACTURING USES												(20)	(0.25)		(4)					
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			INDUSTRIAL/MANUFACTURING USES	**WD**											~~(20)~~	~~(0.25)~~		~~(4)~~					
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			INDUSTRIAL/MANUFACTURING USES	**WD**											~~(20)~~	~~(0.25)~~		~~(4)~~					

1 2 3 4 5 6 7 8 9 10 ... >>

NCR

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 10 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			INDUSTRIAL/MANUFACTURING USES	**WD**											~~(20)~~	~~(0.25)~~		~~(4)~~					
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			INDUSTRIAL/MANUFACTURING USES	**WD**											~~(20)~~	~~(0.25)~~		~~(4)~~					
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			INDUSTRIAL/MANUFACTURING USES	**WD**											~~(20)~~	~~(0.25)~~		~~(4)~~					
Select	**Inchoate: T 9605 CF (REG) WD** Additional Info: COID / BEND METRO PARK & REC DISTRICT Decree: DESCHUTES RIVER (F)			INDUSTRIAL/MANUFACTURING USES	**WD**											~~(20)~~	~~(0.25)~~		~~(4)~~					
Select	**Inchoate: T 9597 CF (REG) WD** Additional Info: EAGLE CREST INC. Decree: DESCHUTES RIVER (F)			INDUSTRIAL/MANUFACTURING USES	**WD**											~~(20)~~	~~(0.25)~~		~~(4)~~					
Select	**Inchoate: T 9463 CF (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	INDUSTRIAL/MANUFACTURING USES	**WD**											~~(20)~~	~~(0.25)~~		~~(4)~~					

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage | ~~12.25~~ Acreage is on a canceled right | (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) | [12.25] Acreage has been suspended | * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 10 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9426 CF (ALT) WD** Additional Info: CROOK CO IMP DIST / BY COID App: S13180 Permit: S23256		2/28/1913	INDUSTRIAL/MANUFACTURING USES	**WD**											~~(20)~~	~~(0.25)~~		~~(4)~~					
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	INDUSTRIAL/MANUFACTURING USES	**WD**											~~(20)~~	~~(0.25)~~		~~(4)~~					
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	INDUSTRIAL/MANUFACTURING USES	**WD**											~~(20)~~	~~(0.25)~~		~~(4)~~					
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS App: S13180		2/28/1913	INDUSTRIAL/MANUFACTURING USES	**WD**											~~(20)~~	~~(0.25)~~		~~(4)~~					
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS App: S13180 Permit: S23256		2/28/1913	INDUSTRIAL/MANUFACTURING USES	**WD**											~~(20)~~	~~(0.25)~~		~~(4)~~					
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	INDUSTRIAL/MANUFACTURING USES	**WD**											~~(20)~~	~~(0.25)~~		~~(4)~~					

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage | ~~12.25~~ Acreage is on a canceled right | (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) | [12.25] Acreage has been suspended | * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 10 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:76714 CF ***	IL495, IL496, IL497, IL498, IL516, IL517, IL518, IL519, IL520, IL521, IL522, IL523, IL524, IL525, IL526, IL527, IL528, IL529, IL530, IL531, IL532, IL533, IL534, IL535, IL536, IL537, IL538, IL539, IL540, IL542, IL543, IL544, IL545, IL546, IL547, IL548, IL549, IL567, IL568, IL569, IL570, IL571, IL581, IL584, IL599, IL600, IL608, IL611, IL619, IL626, IL627, IL631, IL632, IL633, IL635, IL636, IL637,	2/28/1913	INDUSTRIAL/MANUFACTURING USES										20	0.25		4					

Additional Info:
CENTRAL OREGON IRRIGATION DISTRICT
App: S13180
Permit: S23256
Cert: 76714

IL638,
IL639,
IL640,
IL641,
IL645,
IL368,
IL369,
IL370,
IL372,
IL373,
IL374,
IL375,
IL376,
IL377,
IL378,
IL379,
IL380,
IL381,
IL382,
IL383,
IL384,
IL385,
IL386,
IL387,
IL388,
IL389,
IL390,
IL391,
IL392,
IL393,
IL394,
IL395,
IL396,
IL397,
IL398,
IL399,
IL400,
IL401,
IL402,
IL403,
IL404,
IL405,
IL406,
IL414,
CW32,
IL464,
T10390,
T10389,
T10429,
T10506,
T10510,
IL651,
IL654,
IL675,
IL677,
IL678,
IL679,
IL772,
IL773,
IL435,
IL436,
IL437,
IL438,
IL439,
IL440,
IL441,
IL442,
IL446,
IL447,

| | | |

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 10 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		INDUSTRIAL/MANUFACTURING USES												20	0.25		4					
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		INDUSTRIAL/MANUFACTURING USES												(*)	(*)		(*)					
Select	**Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	INDUSTRIAL/MANUFACTURING USES												20	0.25		4					
Select	**Cert:29052 CF CN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 29052	IL4, IL7, IL73, T7513, T4397, T3176, Z5, T6123, T6295, T4591, T5989, T4626, T5303, T3030, T2572, T3465, T2707, T2425, T7574		IRRIGATION	**CN**				~~3~~			~~35~~	~~24~~	~~36.5~~	~~34~~	~~20.5~~	~~20~~	~~3.5~~	~~9~~					
Select	**Inchoate: T 9463 (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(6)~~	~~(3)~~		~~(35)~~	~~(18.8)~~	~~(29.7)~~	~~(34)~~	~~(14.6)~~	~~(20.91)~~		~~(2.55)~~					
Select	**Inchoate: T 9314 CF (DST) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION					(6)	(3)		(35)	(18.8)	(29.7)	(34)	(14.6)	(20.91)		(2.55)					

NCR

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend:	12.25 Regular acreage	~~12.25~~ Acreage is on a canceled right	(12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate)	[12.25] Acreage has been suspended	* Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 10 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Unkown
	Q(160): NE	NE	NE	NE	NW	NW	NW	NW	SW	SW	SW	SE	SE	SE	SE	SE	SE	SE	SE	QQ
Select	**Inchoate: T 9423 (DRO) WD**			IRRIGATION	**WD**				~~(6)~~	~~(3)~~		~~(35)~~	~~(10.0)~~	~~(29.7)~~	~~(34)~~	~~(14.6)~~	~~(20.91)~~		~~(2.55)~~						
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: T 9424 (DRO) WD**			IRRIGATION	**WD**				~~(6)~~	~~(3)~~		~~(35)~~	~~(10.0)~~	~~(29.7)~~	~~(34)~~	~~(14.6)~~	~~(20.91)~~		~~(2.55)~~						
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: T 9553 (IS) WD**			IRRIGATION	**WD**				~~(6)~~	~~(3)~~		~~(35)~~	~~(10.0)~~	~~(29.7)~~	~~(34)~~	~~(14.6)~~	~~(20.91)~~		~~(2.55)~~						
	Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: T 9555 (IS) WD**			IRRIGATION	**WD**				~~(6)~~	~~(3)~~		~~(35)~~	~~(10.0)~~	~~(29.7)~~	~~(34)~~	~~(14.6)~~	~~(20.91)~~		~~(2.55)~~						
	Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: T 9214 (REG) WD**			IRRIGATION	**WD**				~~(6)~~	~~(3)~~		~~(35)~~	~~(10.0)~~	~~(29.7)~~	~~(34)~~	~~(14.6)~~	~~(20.91)~~		~~(2.55)~~						
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: T 9605 CF (REG) WD**			IRRIGATION	**WD**				~~(6)~~	~~(3)~~		~~(35)~~	~~(10.0)~~	~~(29.7)~~	~~(34)~~	~~(14.6)~~	~~(20.91)~~		~~(2.55)~~						
	Additional Info: COID / BEND METRO PARK & REC DISTRICT Decree: DESCHUTES RIVER (F)																								

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE · **Township:** 15 South · **Range:** 13 East · **Section:** 10 · **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9597 CF (REG) WD** Additional Info: EAGLE CREST INC. Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(6)~~	~~(3)~~		~~(35)~~	~~(18.8)~~	~~(29.7)~~	~~(34)~~	~~(14.6)~~	~~(20.91)~~		~~(2.55)~~					
Select	**Inchoate: IL 734 CF (IL) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION					6	3		35	18.8	29.7	34	14.6	20.91		2.55					
Select	**Inchoate: IL 755 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~6~~	~~3~~		~~35~~	~~18.8~~	~~29.7~~	~~34~~	~~14.6~~	~~20.91~~		~~2.55~~					
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**DN**				~~6~~	~~3~~		~~35~~	~~18.8~~	~~29.7~~	~~34~~	~~14.6~~	~~20.91~~		~~2.55~~					
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		IRRIGATION					8.5	2		24.9	9.2	29.7	34	9.7	15.75		2.75					
Select	**Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	IRRIGATION					6	3		33.7	18.8	29.7	34	14.6	20.91		2.75					

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

NCR

Subject

NCR - superseded by C83571

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 10 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		LIVESTOCK					*	*		*	*	*	*	*	*		*					
Select	**App:G 14908 *** Additional Info: CITY OF REDMOND App: G14908		1/13/1999	MUNICIPAL USES				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
Select	**App:G 15850 MF** Additional Info: MARY MELOY App: G15850		10/8/2002	MUNICIPAL **MF** USES						*	*	*	*	*	*	*	*	*	*	*	*	*	*	
Select	**Cert:29052 CF CN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 29052	IL4, IL7, IL73, T7513, T4397, T3176, Z5, T6123, T6295, T4591, T5989, T4626, T5303, T3030, T2572, T3465, T2707, T2425, T7574		MUNICIPAL **CN** USES																				*
Select	**Cert:47491 OR CN** Additional Info: CITY OF REDMOND App: G4981 Permit: G4700 Cert: 47491		9/5/1969	MUNICIPAL **CN** USES									*					*						

NCR

Select **Cert:64139 OR CN**

Additional Info:
CITY OF REDMOND
App: G11439
Permit: G10544
Cert: 64139

9/25/1985 MUNICIPAL USES **CN**

					*	*	*	*	*	*	*					

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 10 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:80232 CF CN** Additional Info: CITY OF REDMOND App: G4981 Permit: G4700 Cert: 80232	T10162	9/5/1969	MUNICIPAL USES	**CN**								*					*							
Select	**Cert:80233 CF CN** Additional Info: CITY OF REDMOND App: G11439 Permit: G10544 Cert: 80233	T10162	9/25/1985	MUNICIPAL USES	**CN**								*	*	*	*	*	*	*						
Select	**Inchoate: T 10162 CF (REG) *** Additional Info: PATRICK DORNING App: G4981 Permit: G4700		9/5/1969	MUNICIPAL USES									(*)					(*)							
Select	**Inchoate: T 10162 CF (REG) *** Additional Info: PATRICK DORNING App: G11439 Permit: G10544		9/25/1985	MUNICIPAL USES									(*)	(*)	(*)	(*)	(*)	(*)	(*)						
Select	**Permit:G 6793 *** Additional Info: CITY OF REDMOND App: G6865 Permit: G6793		3/27/1975	MUNICIPAL USES									*	*	*	*	*	*	*						
Select	**Cert:82751 OR *** Additional Info: CITY OF REDMOND App: G9462 Permit: G8866 Cert: 82751		11/7/1979	MUNICIPAL USES									*	*	*	*	*	*	*						

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 10 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Permit:G 12401 *** Additional Info: CITY OF REDMOND App: G12731 Permit: G12401	T10576	11/25/1991	MUNICIPAL USES				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
Select	**Inchoate: T 9463 CF (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**WD**												~~(0.2)~~							
Select	**Inchoate: T 9426 CF (ALT) WD** Additional Info: CROOK CO IMP DIST / BY COID App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**WD**												~~(0.2)~~							
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**WD**												~~(0.2)~~							
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	POND MAINTENANCE	**WD**												~~(0.2)~~							
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS App: S13180		2/28/1913	POND MAINTENANCE	**WD**												~~(0.2)~~							

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 10 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): / Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**WD**													~~(0.2)~~							
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	POND MAINTENANCE	**WD**													~~(0.2)~~							
Select	**Cert:76714 CF *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256 Cert: 76714	IL495, IL496, IL497, IL498, IL516, IL517, IL518, IL519, IL520, IL521, IL522, IL523, IL524, IL525, IL526, IL527, IL528, IL529, IL530, IL531, IL532, IL533, IL534, IL535, IL536, IL537, IL538, IL539, IL540, IL542, IL543, IL544, IL545, IL546, IL547, IL548, IL549, IL567, IL568, IL569,	2/28/1913	POND MAINTENANCE														0.2							

IL570,
IL571,
IL581,
IL584,
IL599,
IL600,
IL608,
IL611,
IL619,
IL626,
IL627,
IL631,
IL632,
IL633,
IL635,
IL636,
IL637,
IL638,
IL639,
IL640,
IL641,
IL645,
IL368,
IL369,
IL370,
IL372,
IL373,
IL374,
IL375,
IL376,
IL377,
IL378,
IL379,
IL380,
IL381,
IL382,
IL383,
IL384,
IL385,
IL386,
IL387,
IL388,
IL389,
IL390,
IL391,
IL392,
IL393,
IL394,
IL395,
IL396,
IL397,
IL398,
IL399,
IL400,
IL401,
IL402,
IL403,
IL404,
IL405,
IL406,
IL414,
CW32,
IL464,
T10390,

		T10389, T10429, T10506, T10510, IL651, IL654, IL675, IL677, IL678, IL679, IL772, IL773, IL435, IL436, IL437, IL438, IL439, IL440, IL441, IL442, IL446, IL447, IL449, IL450, IL451				
Select	**Inchoate: IL 772 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**WD**	~~0.2~~
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**DN**	~~0.2~~
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		POND MAINTENANCE		0.2

<< ... 6 7 8 9 10 11 12 13 14 15

Acreage Legend: 12.25 Regular acreage | ~~12.25~~ Acreage is on a canceled right | (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) | [12.25] Acreage has been suspended | * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 10 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		POND MAINTENANCE													(*)							
Select	**Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	POND MAINTENANCE													0.2							
Select	**Inchoate: T 9463 (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**												~~(0.2)~~							
Select	**Inchoate: T 9314 CF (DST) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE													(0.2)							
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**												~~(0.2)~~							
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**												~~(0.2)~~							

<< ... 6 7 8 9 10 11 12 13 14 15

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 10 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			STORAGE	**WD**												~~(0.2)~~							
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			STORAGE	**WD**												~~(0.2)~~							
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**												~~(0.2)~~							
Select	**Inchoate: T 9605 CF (REG) WD** Additional Info: COID / BEND METRO PARK & REC DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**												~~(0.2)~~							
Select	**Inchoate: T 9597 CF (REG) WD** Additional Info: EAGLE CREST INC. Decree: DESCHUTES RIVER (F)			STORAGE	**WD**												~~(0.2)~~							
Select	**Inchoate: IL 734 CF (IL) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE													0.2							

<< ... 6 7 8 9 10 11 12 13 14 15

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 10 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: IL 755 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**												~~0.2~~							
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**DN**												~~0.2~~							
Select	**Inchoate: T 9463 CF (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(6)~~	~~(3)~~		~~(35)~~	~~(18.8)~~	~~(29.7)~~	~~(34)~~	~~(14.6)~~	~~(20.91)~~		~~(2.75)~~					
Select	**Inchoate: T 9426 CF (ALT) WD** Additional Info: CROOK CO IMP DIST / BY COID App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(6)~~	~~(3)~~		~~(35)~~	~~(18.8)~~	~~(29.7)~~	~~(34)~~	~~(14.6)~~	~~(20.91)~~		~~(2.75)~~					
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(6)~~	~~(3)~~		~~(35)~~	~~(18.8)~~	~~(29.7)~~	~~(34)~~	~~(14.6)~~	~~(20.91)~~		~~(2.75)~~					
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(6)~~	~~(3)~~		~~(35)~~	~~(18.8)~~	~~(29.7)~~	~~(34)~~	~~(14.6)~~	~~(20.91)~~		~~(2.75)~~					

<< ... 6 7 8 9 10 11 12 13 14 15

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

Suppl Rights
5.4 Ac, TL 500, Dean

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 10 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(6)~~	~~(3)~~		~~(35)~~	~~(18.8)~~	~~(29.7)~~	~~(34)~~	~~(14.6)~~	~~(20.91)~~		~~(2.75)~~					
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(6)~~	~~(3)~~		~~(35)~~	~~(18.8)~~	~~(29.7)~~	~~(34)~~	~~(14.6)~~	~~(20.91)~~		~~(2.75)~~					
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(6)~~	~~(3)~~		~~(35)~~	~~(18.8)~~	~~(29.7)~~	~~(34)~~	~~(14.6)~~	~~(20.91)~~		~~(2.75)~~					
Select	**Cert:76714 CF *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256 Cert: 76714	IL495, IL496, IL497, IL498, IL516, IL517, IL518, IL519, IL520, IL521, IL522, IL523, IL524, IL525, IL526, IL527, IL528, IL529, IL530, IL531, IL532, IL533, IL534, IL535, IL536, IL537, IL538, IL539, IL540, IL542, IL543, IL544, IL545, IL546, IL547, IL548, IL549, IL567, IL568, IL569,	2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)					6	3		35	18.8	29.7	34	14.6	20.91		2.75					

IL570,
IL571,
IL581,
IL584,
IL599,
IL600,
IL608,
IL611,
IL619,
IL626,
IL627,
IL631,
IL632,
IL633,
IL635,
IL636,
IL637,
IL638,
IL639,
IL640,
IL641,
IL645,
IL368,
IL369,
IL370,
IL372,
IL373,
IL374,
IL375,
IL376,
IL377,
IL378,
IL379,
IL380,
IL381,
IL382,
IL383,
IL384,
IL385,
IL386,
IL387,
IL388,
IL389,
IL390,
IL391,
IL392,
IL393,
IL394,
IL395,
IL396,
IL397,
IL398,
IL399,
IL400,
IL401,
IL402,
IL403,
IL404,
IL405,
IL406,
IL414,
CW32,
IL464,
T10390,
T10389,
T10429,
T10506,
T10510,
IL651,
IL654,

| | | |

T-10544

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 17 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		DOMESTIC					*	*		*	*	*	*	*	*	*	*	*	*	*	*	*	
Select	**Cert:29052 CF CN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 29052	IL4, IL7, IL73, T7513, T4397, T3176, Z5, T6123, T6295, T4591, T5989, T4626, T5303, T3030, T2572, T3465, T2707, T2425, T7574		IRRIGATION	**CN**				~~39~~	~~32~~	~~34~~	~~36.5~~	~~32.5~~	~~32~~	~~30~~	~~26.5~~	~~33~~	~~35~~	~~34.5~~	~~33.5~~	~~25.65~~	~~23.5~~	~~34~~	~~20.5~~	
Select	**Inchoate: T 9463 (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(20.5)~~	~~(10.7)~~		~~(18.8)~~	~~(29.09)~~	~~(32)~~	~~(6.74)~~	~~(5.2)~~	~~(30.3)~~	~~(39.4)~~	~~(33.6)~~	~~(31.5)~~	~~(24)~~	~~(12.5)~~	~~(28.53)~~	~~(34.61)~~	
Select	**Inchoate: T 9314 CF (DST) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION					(28.5)	(10.7)		(18.8)	(29.09)	(32)	(6.74)	(5.2)	(30.3)	(39.4)	(33.6)	(31.5)	(24)	(12.5)	(28.53)	(34.61)	
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(20.5)~~	~~(10.7)~~		~~(18.8)~~	~~(29.09)~~	~~(32)~~	~~(6.74)~~	~~(5.2)~~	~~(30.3)~~	~~(39.4)~~	~~(33.6)~~	~~(31.5)~~	~~(24)~~	~~(12.5)~~	~~(28.53)~~	~~(34.61)~~	
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(20.5)~~	~~(10.7)~~		~~(18.8)~~	~~(29.09)~~	~~(32)~~	~~(6.74)~~	~~(5.2)~~	~~(30.3)~~	~~(39.4)~~	~~(33.6)~~	~~(31.5)~~	~~(24)~~	~~(12.5)~~	~~(28.53)~~	~~(34.61)~~	

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

Water Rights Platcard Report

None

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 17 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(20.5)~~	~~(10.7)~~		~~(18.0)~~	~~(29.09)~~	~~(32)~~	~~(6.74)~~	~~(5.2)~~	~~(30.3)~~	~~(39.4)~~	~~(33.6)~~	~~(31.5)~~	~~(24)~~	~~(12.5)~~	~~(28.53)~~	~~(34.61)~~	
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(20.5)~~	~~(10.7)~~		~~(18.0)~~	~~(29.09)~~	~~(32)~~	~~(6.74)~~	~~(5.2)~~	~~(30.3)~~	~~(39.4)~~	~~(33.6)~~	~~(31.5)~~	~~(24)~~	~~(12.5)~~	~~(28.53)~~	~~(34.61)~~	
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(20.5)~~	~~(10.7)~~		~~(18.0)~~	~~(29.09)~~	~~(32)~~	~~(6.74)~~	~~(5.2)~~	~~(30.3)~~	~~(39.4)~~	~~(33.6)~~	~~(31.5)~~	~~(24)~~	~~(12.5)~~	~~(28.53)~~	~~(34.61)~~	
Select	**Inchoate: T 9605 CF (REG) WD** Additional Info: COID / BEND METRO PARK & REC DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(20.5)~~	~~(10.7)~~		~~(18.0)~~	~~(29.09)~~	~~(32)~~	~~(6.74)~~	~~(5.2)~~	~~(30.3)~~	~~(39.4)~~	~~(33.6)~~	~~(31.5)~~	~~(24)~~	~~(12.5)~~	~~(28.53)~~	~~(34.61)~~	
Select	**Inchoate: T 9597 CF (REG) WD** Additional Info: EAGLE CREST INC. Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(20.5)~~	~~(10.7)~~		~~(18.0)~~	~~(29.09)~~	~~(32)~~	~~(6.74)~~	~~(5.2)~~	~~(30.3)~~	~~(39.4)~~	~~(33.6)~~	~~(31.5)~~	~~(24)~~	~~(12.5)~~	~~(28.53)~~	~~(34.61)~~	
Select	**Inchoate: IL 734 CF (IL) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION					28.5	10.7		18.8	29.09	32	6.74	5.2	30.3	39.4	33.6	31.5	24	12.5	28.53	34.61	

NCA

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 17 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: IL 755 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~28.5~~	~~10.7~~		~~18.0~~	~~29.09~~	~~32~~	~~6.74~~	~~5.2~~	~~30.3~~	~~39.4~~	~~33.6~~	~~31.5~~	~~24~~	~~12.5~~	~~28.53~~	~~34.61~~	
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**DN**				~~28.5~~	~~10.7~~		~~18.0~~	~~29.09~~	~~32~~	~~6.74~~	~~5.2~~	~~30.3~~	~~39.4~~	~~33.6~~	~~31.5~~	~~24~~	~~12.5~~	~~28.53~~	~~34.61~~	
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		IRRIGATION					28	4.7		18.8	28.09	32.7	6.74	5.2	9.43	5.4	4.4	5.1	19.6	12.73	20.6	15.61	
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		IRRIGATION														(0.8)								
Select	**Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	IRRIGATION					28	10.7		18.8	29.09	32	6.74	5.2	30.3	39.4	33.6	31.5	24	10.3	21.6	34.61	
Select	**Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	IRRIGATION																		(2.43)	(5.6)		

1 2 3 4 5 6 7 8 9 10 ... >>

Subject

NCA – Superceded by C83571

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 17 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
NCR	Select **Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		LIVESTOCK				*	*		*	*	*	*	*	*	*	*	*	*	*	*	*	
NCR	Select **App:G 14908 *** Additional Info: CITY OF REDMOND App: G14908		1/13/1999	MUNICIPAL USES				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
NCR	Select **App:G 15850 MF** Additional Info: MARY MELOY App: G15850		10/8/2002	MUNICIPAL USES	**MF**			*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
	Select **Cert:47491 OR CN** Additional Info: CITY OF REDMOND App: G4981 Permit: G4700 Cert: 47491		9/5/1969	MUNICIPAL USES	**CN**			*	*	*	*	*			*					*			*	
	Select **Cert:64139 OR CN** Additional Info: CITY OF REDMOND App: G11439 Permit: G10544 Cert: 64139		9/25/1985	MUNICIPAL USES	**CN**			*	*	*	*			*	*					*			*	
	Select **Cert:80232 CF CN** Additional Info: CITY OF REDMOND App: G4981 Permit: G4700 Cert: 80232	T10162	9/5/1969	MUNICIPAL USES	**CN**			*	*	*	*	*			*					*			*	

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

Water Rights Platcard Report

None

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 17 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:80233 CF CN** Additional Info: CITY OF REDMOND App: G11439 Permit: G10544 Cert: 80233	T10162	9/25/1985	MUNICIPAL USES	**CN**				*	*	*	*			*	*					*			*	
Select	**Inchoate: T 10162 CF (REG) *** Additional Info: PATRICK DORNING App: G4981 Permit: G4700		9/5/1969	MUNICIPAL USES					(*)	(*)	(*)	(*)	(*)			(*)					(*)			(*)	
Select	**Inchoate: T 10162 CF (REG) *** Additional Info: PATRICK DORNING App: G11439 Permit: G10544		9/25/1985	MUNICIPAL USES					(*)	(*)	(*)	(*)			(*)	(*)					(*)			(*)	
Select	**Permit:G 6793 *** Additional Info: CITY OF REDMOND App: G6865 Permit: G6793		3/27/1975	MUNICIPAL USES					*			*									*			*	
Select	**Cert:82751 OR *** Additional Info: CITY OF REDMOND App: G9462 Permit: G8866 Cert: 82751		11/7/1979	MUNICIPAL USES					*			*									*			*	
Select	**Permit:G 12401 *** Additional Info: CITY OF REDMOND App: G12731 Permit: G12401	T10576	11/25/1991	MUNICIPAL USES					*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	

NCR

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 17 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE / Q(160): NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9463 CF (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**WD**																		~~(0.0)~~	
Select	**Inchoate: T 9426 CF (ALT) WD** Additional Info: CROOK CO IMP DIST / BY COID App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**WD**																		~~(0.0)~~	
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**WD**																		~~(0.0)~~	
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	POND MAINTENANCE	**WD**																		~~(0.0)~~	
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS App: S13180		2/28/1913	POND MAINTENANCE	**WD**																		~~(0.0)~~	
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**WD**																		~~(0.0)~~	

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 17 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	POND MAINTENANCE	**WD**																		~~(0.0)~~	
Select	**Cert:76714 CF *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256 Cert: 76714	IL495, IL496, IL497, IL498, IL516, IL517, IL518, IL519, IL520, IL521, IL522, IL523, IL524, IL525, IL526, IL527, IL528, IL529, IL530, IL531, IL532, IL533, IL534, IL535, IL536, IL537, IL538, IL539, IL540, IL542, IL543, IL544, IL545, IL546, IL547, IL548, IL549, IL567, IL568, IL569, IL570, IL571, IL581, IL584, IL599, IL600, IL608,	2/28/1913	POND MAINTENANCE																				0.8	

IL611,
IL619,
IL626,
IL627,
IL631,
IL632,
IL633,
IL635,
IL636,
IL637,
IL638,
IL639,
IL640,
IL641,
IL645,
IL368,
IL369,
IL370,
IL372,
IL373,
IL374,
IL375,
IL376,
IL377,
IL378,
IL379,
IL380,
IL381,
IL382,
IL383,
IL384,
IL385,
IL386,
IL387,
IL388,
IL389,
IL390,
IL391,
IL392,
IL393,
IL394,
IL395,
IL396,
IL397,
IL398,
IL399,
IL400,
IL401,
IL402,
IL403,
IL404,
IL405,
IL406,
IL414,
CW32,
IL464,
T10390,
T10389,
T10429,
T10506,
T10510,
IL651,
IL654,
IL675,

		IL677, IL678, IL679, IL772, IL773, IL435, IL436, IL437, IL438, IL439, IL440, IL441, IL442, IL446, IL447, IL449, IL450, IL451			
Select	**Inchoate: IL 772 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**WD**

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 17 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE / Q(160): NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:76358 OR ***		10/31/1900	POND MAINTENANCE																			0.8	
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358																							
Select	**Inchoate: T 9463 (ALT) WD**			STORAGE	**WD**																		~~(0.8)~~	
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																							
Select	**Inchoate: T 9314 CF (DST) ***			STORAGE																			(0.8)	
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																							
Select	**Inchoate: T 9423 (DRO) WD**			STORAGE	**WD**																		~~(0.8)~~	
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																							
Select	**Inchoate: T 9424 (DRO) WD**			STORAGE	**WD**																		~~(0.8)~~	
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																							
Select	**Inchoate: T 9553 (IS) WD**			STORAGE	**WD**																		~~(0.8)~~	
	Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)																							

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 17 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): / Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			STORAGE	**WD**																			~~(0.8)~~	
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**																			~~(0.8)~~	
Select	**Inchoate: T 9605 CF (REG) WD** Additional Info: COID / BEND METRO PARK & REC DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**																			~~(0.8)~~	
Select	**Inchoate: T 9597 CF (REG) WD** Additional Info: EAGLE CREST INC. Decree: DESCHUTES RIVER (F)			STORAGE	**WD**																			~~(0.8)~~	
Select	**Inchoate: IL 734 CF (IL) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE																				0.8	
Select	**Inchoate: IL 755 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**																			~~0.8~~	

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

Nom

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 17 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE Q(160): NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**DN**																		~~0.0~~	
Select	**Inchoate: T 9463 CF (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(6)~~		~~(1.3)~~	~~(29.09)~~	~~(32)~~	~~(6.74)~~	~~(5.2)~~	~~(30.3)~~	~~(39.4)~~	~~(33.6)~~	~~(5.1)~~	~~(24)~~	~~(12.5)~~	~~(13.53)~~	~~(34.61)~~	
Select	**Inchoate: T 9426 CF (ALT) WD** Additional Info: CROOK CO IMP DIST / BY COID App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(6)~~		~~(1.3)~~	~~(29.09)~~	~~(32)~~	~~(6.74)~~	~~(5.2)~~	~~(30.3)~~	~~(39.4)~~	~~(33.6)~~	~~(5.1)~~	~~(24)~~	~~(12.5)~~	~~(13.53)~~	~~(34.61)~~	
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(6)~~		~~(1.3)~~	~~(29.09)~~	~~(32)~~	~~(6.74)~~	~~(5.2)~~	~~(30.3)~~	~~(39.4)~~	~~(33.6)~~	~~(5.1)~~	~~(24)~~	~~(12.5)~~	~~(13.53)~~	~~(34.61)~~	
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(6)~~		~~(1.3)~~	~~(29.09)~~	~~(32)~~	~~(6.74)~~	~~(5.2)~~	~~(30.3)~~	~~(39.4)~~	~~(33.6)~~	~~(5.1)~~	~~(24)~~	~~(12.5)~~	~~(13.53)~~	~~(34.61)~~	
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(6)~~		~~(1.3)~~	~~(29.09)~~	~~(32)~~	~~(6.74)~~	~~(5.2)~~	~~(30.3)~~	~~(39.4)~~	~~(33.6)~~	~~(5.1)~~	~~(24)~~	~~(12.5)~~	~~(13.53)~~	~~(34.61)~~	

1 2 3 4 5 6 7 8 9 10 ... >>

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

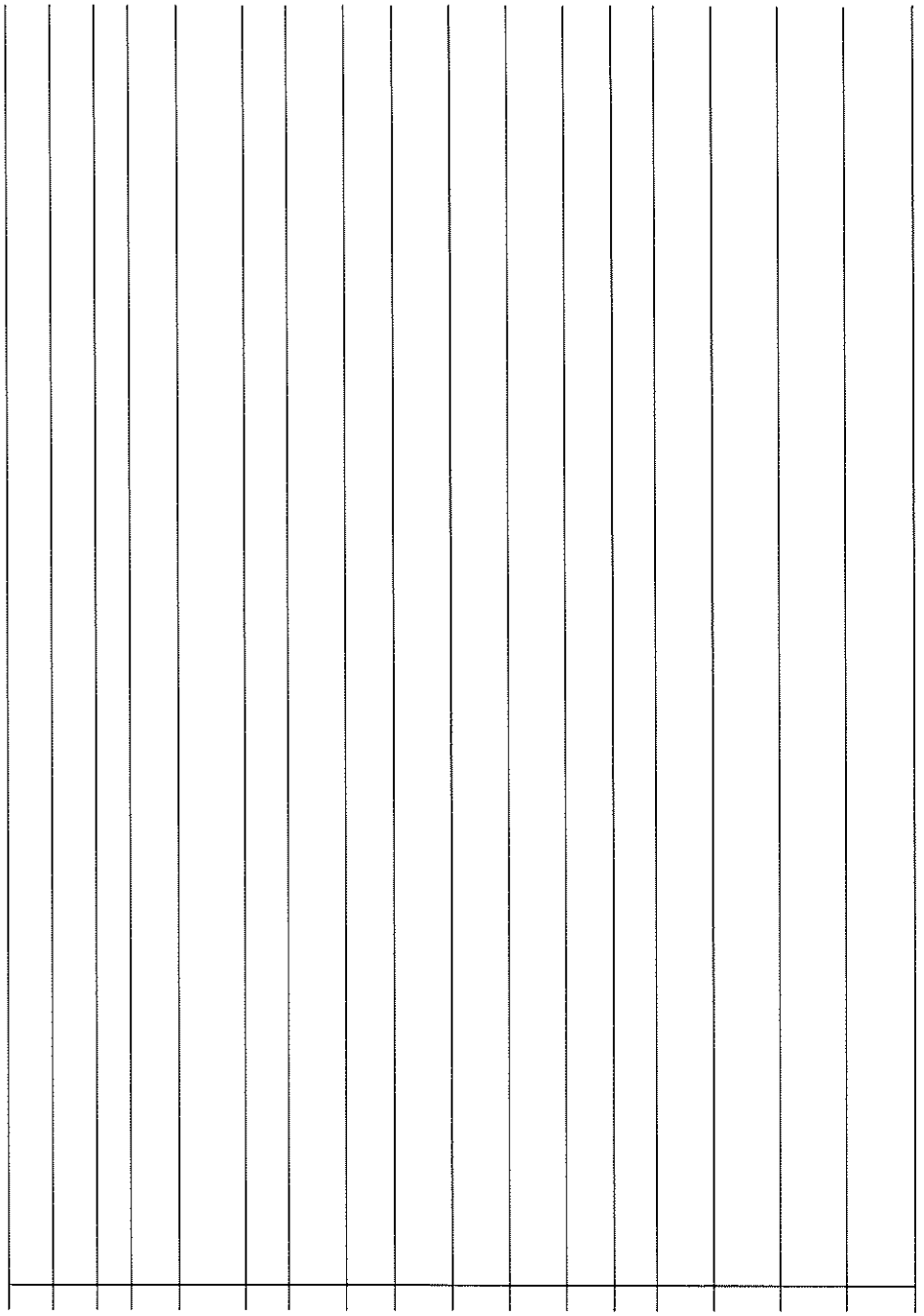
Suppl Rights
14.0 Ac, TLs 1302, 1304, 1306, 1307, 1308
Arrowood Development

Water Rights Platcard Report

Meridian: WILLAMETTE | Township: 15 South | Range: 13 East | Section: 17 | Records per Page: 6 | Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(6)~~		~~(1.3)~~	~~(29.09)~~	~~(32)~~	~~(6.74)~~	~~(5.2)~~	~~(30.3)~~	~~(39.4)~~	~~(33.6)~~	~~(5.1)~~	~~(24)~~	~~(12.5)~~	~~(13.53)~~	~~(34.61)~~	
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(6)~~		~~(1.3)~~	~~(29.09)~~	~~(32)~~	~~(6.74)~~	~~(5.2)~~	~~(30.3)~~	~~(39.4)~~	~~(33.6)~~	~~(5.1)~~	~~(24)~~	~~(12.5)~~	~~(13.53)~~	~~(34.61)~~	
Select	**Cert:76714 CF *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256 Cert: 76714	IL495, IL496, IL497, IL498, IL516, IL517, IL518, IL519, IL520, IL521, IL522, IL523, IL524, IL525, IL526, IL527, IL528, IL529, IL530, IL531, IL532, IL533, IL534, IL535, IL536, IL537, IL538, IL539, IL540, IL542, IL543, IL544, IL545, IL546, IL547, IL548, IL549, IL567, IL568, IL569, IL570, IL571, IL581, IL584, IL599, IL600, IL608, IL611, IL619, IL626, IL627, IL631, IL632,	2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)				28.5	10.7		18.8	29.09	32	6.74	5.2	30.3	39.4	33.6	31.5	24	12.5	28.53	34.61	

IL633,
IL635,
IL636,
IL637,
IL638,
IL639,
IL640,
IL641,
IL645,
IL368,
IL369,
IL370,
IL372,
IL373,
IL374,
IL375,
IL376,
IL377,
IL378,
IL379,
IL380,
IL381,
IL382,
IL383,
IL384,
IL385,
IL386,
IL387,
IL388,
IL389,
IL390,
IL391,
IL392,
IL393,
IL394,
IL395,
IL396,
IL397,
IL398,
IL399,
IL400,
IL401,
IL402,
IL403,
IL404,
IL405,
IL406,
IL414,
CW32,
IL464,
T10390,
T10389,
T10429,
T10506,
T10510,
IL651,
IL654,
IL675,
IL677,
IL678,
IL679,
IL772,
IL773,
IL435,
IL436,
IL437,
IL438,
IL439,
IL440,
IL441,
IL442,
IL446,
IL447,
IL449,
IL450,
IL451



Select	**Inchoate: IL 772 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256	2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**		~~6~~		~~1.3~~	~~29.09~~	~~32~~	~~6.74~~	~~5.2~~	~~30.3~~	~~39.4~~	~~15.3~~	~~5.1~~	~~24~~	~~12.5~~	~~13.53~~	~~34.61~~	
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256	2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**DN**		~~6~~		~~1.3~~	~~29.09~~	~~32~~	~~6.74~~	~~5.2~~	~~30.3~~	~~39.4~~	~~15.3~~	~~5.1~~	~~24~~	~~12.5~~	~~13.53~~	~~34.61~~	

<< ... 2 3 4 5 6 7 8 9 10 11

Acreage Legend: 12.25 Regular acreage | ~~12.25~~ Acreage is on a canceled right | (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) | [12.25] Acreage has been suspended | * Acreage is not specified

Water Rights Platcard Report

None

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 18 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		DOMESTIC				*	*	*		*	*	*	*	*	*	*	*	*	*	*	*	
Select	**Cert:24687 OR *** Additional Info: U.S. BONNEVILLE POWER ADMINISTRATION App: U829 Permit: U738 Cert: 24687		5/18/1955	INDUSTRIAL/MANUFACTURING USES							*													
Select	**Cert:43822 OR *** Additional Info: U.S. BONNEVILLE POWER ADMINISTRATION App: G4070 Permit: G3829 Cert: 43822		9/7/1967	INDUSTRIAL/MANUFACTURING USES (Suppl'mtl)							*													
Select	**Cert:29052 CF CN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 29052	IL4, IL7, IL73, T7513, T4397, T3176, Z5, T6123, T6295, T4591, T5989, T4626, T5303, T3030, T2572, T3465, T2707, T2425, T7574		IRRIGATION	CN				~~27~~	~~35~~		~~25~~		~~6~~	~~25~~	~~32~~	~~21~~	~~20~~	~~25~~	~~29~~	~~20~~	~~35~~	~~34.5~~	
Select	**Inchoate: T 9463 (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	WD			~~(4.82)~~	~~(28.5)~~	~~(34.35)~~		~~(26.5)~~	~~(17)~~	~~(5.92)~~	~~(25.2)~~	~~(28.64)~~	~~(19.9)~~	~~(28)~~	~~(27)~~	~~(22.5)~~	~~(26.73)~~	~~(30.7)~~	~~(29.5)~~	
Select	**Inchoate: T 9314 CF (DST) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION				(4.82)	(28.5)	(34.35)		(26.5)	(17)	(5.92)	(25.2)	(28.64)	(19.9)	(28)	(27)	(22.5)	(26.73)	(30.7)	(29.5)	

1 2 3 4 5 6 7 8 9 10

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 18 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(4.02)~~	~~(20.5)~~	~~(34.35)~~		~~(26.5)~~	~~(17)~~	~~(5.92)~~	~~(25.2)~~	~~(20.64)~~	~~(19.9)~~	~~(20)~~	~~(27)~~	~~(22.5)~~	~~(26.73)~~	~~(30.7)~~	~~(29.5)~~	
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(4.02)~~	~~(20.5)~~	~~(34.35)~~		~~(26.5)~~	~~(17)~~	~~(5.92)~~	~~(25.2)~~	~~(20.64)~~	~~(19.9)~~	~~(20)~~	~~(27)~~	~~(22.5)~~	~~(26.73)~~	~~(30.7)~~	~~(29.5)~~	
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(4.02)~~	~~(20.5)~~	~~(34.35)~~		~~(26.5)~~	~~(17)~~	~~(5.92)~~	~~(25.2)~~	~~(20.64)~~	~~(19.9)~~	~~(20)~~	~~(27)~~	~~(22.5)~~	~~(26.73)~~	~~(30.7)~~	~~(29.5)~~	
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(4.02)~~	~~(20.5)~~	~~(34.35)~~		~~(26.5)~~	~~(17)~~	~~(5.92)~~	~~(25.2)~~	~~(20.64)~~	~~(19.9)~~	~~(20)~~	~~(27)~~	~~(22.5)~~	~~(26.73)~~	~~(30.7)~~	~~(29.5)~~	
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(4.02)~~	~~(20.5)~~	~~(34.35)~~		~~(26.5)~~	~~(17)~~	~~(5.92)~~	~~(25.2)~~	~~(20.64)~~	~~(19.9)~~	~~(20)~~	~~(27)~~	~~(22.5)~~	~~(26.73)~~	~~(30.7)~~	~~(29.5)~~	
Select	**Inchoate: T 9605 CF (REG) WD** Additional Info: COID / BEND METRO PARK & REC DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(4.02)~~	~~(20.5)~~	~~(34.35)~~		~~(26.5)~~	~~(17)~~	~~(5.92)~~	~~(25.2)~~	~~(20.64)~~	~~(19.9)~~	~~(20)~~	~~(27)~~	~~(22.5)~~	~~(26.73)~~	~~(30.7)~~	~~(29.5)~~	

1 2 3 4 5 6 7 8 9 10

Acreage Legend: 12.25 Regular acreage | ~~12.25~~ Acreage is on a canceled right | (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) | [12.25] Acreage has been suspended | * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 18 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9597 CF (REG) WD** Additional Info: EAGLE CREST INC. Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(4.82)~~	~~(28.5)~~	~~(34.35)~~		~~(26.5)~~	~~(17)~~	~~(5.92)~~	~~(25.2)~~	~~(28.64)~~	~~(19.9)~~	~~(28)~~	~~(27)~~	~~(22.5)~~	~~(26.73)~~	~~(30.7)~~	~~(29.5)~~	
Select	**Inchoate: IL 734 CF (IL) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION					4.82	28.5	34.35		26.5	17	5.92	25.2	28.64	19.9	28	27	22.5	26.73	30.7	29.5	
Select	**Inchoate: IL 755 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~4.82~~	~~28.5~~	~~34.35~~		~~26.5~~	~~17~~	~~5.92~~	~~25.2~~	~~28.64~~	~~19.9~~	~~28~~	~~27~~	~~22.5~~	~~26.73~~	~~30.7~~	~~29.5~~	
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**DN**				~~4.82~~	~~28.5~~	~~34.35~~		~~26.5~~	~~17~~	~~5.92~~	~~25.2~~	~~28.64~~	~~19.9~~	~~28~~	~~27~~	~~22.5~~	~~26.73~~	~~30.7~~	~~29.5~~	
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		IRRIGATION					7.82	28.5	34.35		26.5	24.2	5.92	25.2	28.64	19.9	28	27	22.5	26.73	33.7	25.1	
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		IRRIGATION										(1.3)												

1 2 3 4 5 6 7 8 9 10

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

NCR

Subject

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 18 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	IRRIGATION				4.82	28.5	34.35		26.5	17	5.92	25.2	28.64	19.9	28	27	22.5	26.73	33.7	29.5	
Select	**App:P 77712 *** Additional Info: MICHAEL M RENZ App: P77712		1/3/1995	LIVESTOCK																	*			
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		LIVESTOCK				*	*	*		*	*	*	*	*	*	*	*	*	*	*	*	
Select	**Inchoate: T 9463 CF (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	WD											~~(0.1)~~								
Select	**Inchoate: T 9426 CF (ALT) WD** Additional Info: CROOK CO IMP DIST / BY COID App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	WD											~~(0.1)~~								
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	WD											~~(0.1)~~								

1 2 3 4 5 6 7 8 9 10

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

NCR – Superceded by C-83571

NCR

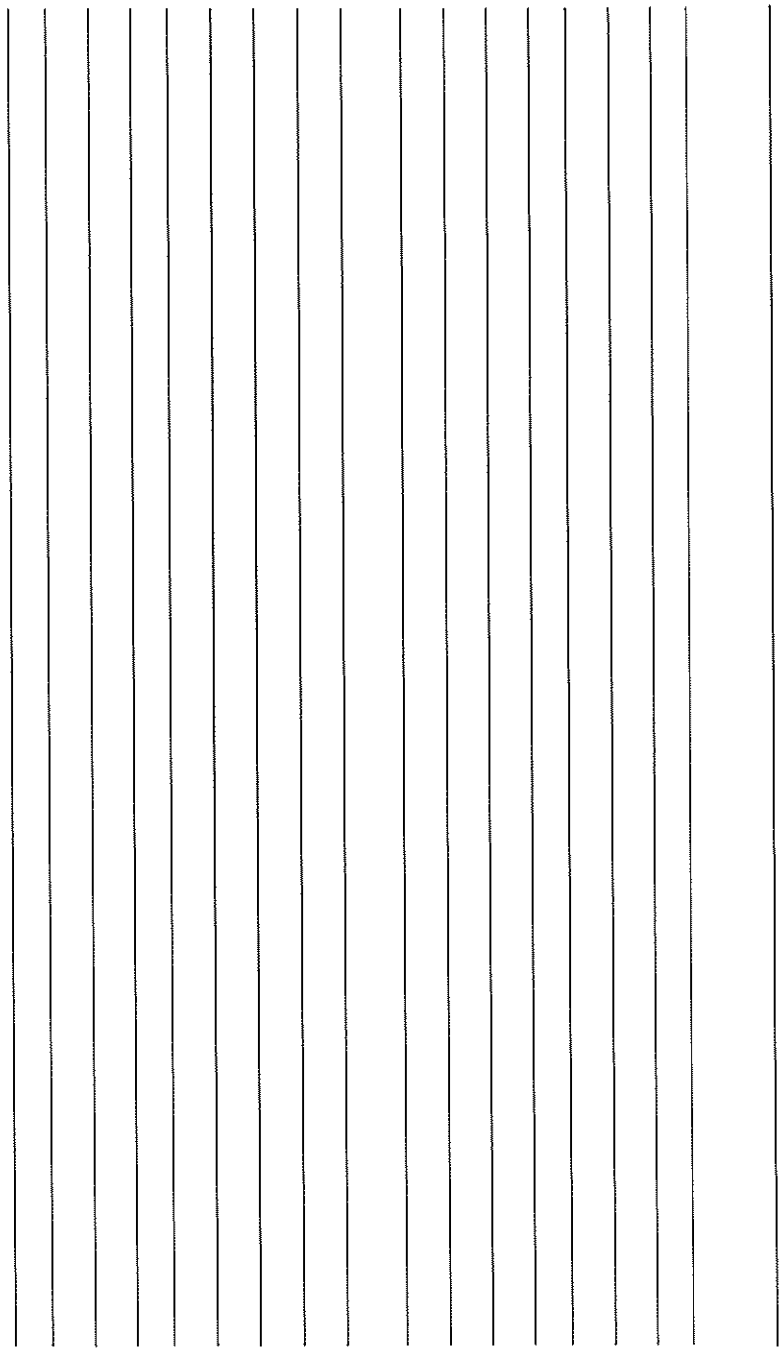
Water Rights Platcard Report

None

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 18 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE / Q(160): NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	POND MAINTENANCE	**WD**											~~(0.1)~~								
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS App: S13180		2/28/1913	POND MAINTENANCE	**WD**											~~(0.1)~~								
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**WD**											~~(0.1)~~								
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	POND MAINTENANCE	**WD**											~~(0.1)~~								
Select	**Cert:76714 CF *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256 Cert: 76714	IL495, IL496, IL497, IL498, IL516, IL517, IL518, IL519, IL520, IL521, IL522, IL523, IL524, IL525, IL526, IL527, IL528, IL529, IL530, IL531, IL532, IL533, IL534, IL535, IL536, IL537, IL538, IL539, IL540,	2/28/1913	POND MAINTENANCE												0.1								

IL542,
IL543,
IL544,
IL545,
IL546,
IL547,
IL548,
IL549,
IL567,
IL568,
IL569,
IL570,
IL571,
IL581,
IL584,
IL599,
IL600,
IL608,
IL611,
IL619,
IL626,
IL627,
IL631,
IL632,
IL633,
IL635,
IL636,
IL637,
IL638,
IL639,
IL640,
IL641,
IL645,
IL368,
IL369,
IL370,
IL372,
IL373,
IL374,
IL375,
IL376,
IL377,
IL378,
IL379,
IL380,
IL381,
IL382,
IL383,
IL384,
IL385,
IL386,
IL387,
IL388,
IL389,
IL390,
IL391,
IL392,
IL393,
IL394,
IL395,
IL396,
IL397,
IL398,
IL399,



	IL400, IL401, IL402, IL403, IL404, IL405, IL406, IL414, CW32, IL464, T10390, T10389, T10429, T10506, T10510, IL651, IL654, IL675, IL677, IL678, IL679, IL772, IL773, IL435, IL436, IL437, IL438, IL439, IL440, IL441, IL442, IL446, IL447, IL449, IL450, IL451																				
Select **Inchoate: IL 772 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**WD**						~~0.1~~										
1 2 3 4 5 6 7 8 9 10																					

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 18 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**DN**											~~0.1~~									
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		POND MAINTENANCE												0.1									
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		POND MAINTENANCE												(*)									
Select	**Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	POND MAINTENANCE												0.1									
Select	**Inchoate: T 9463 (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**											~~(0.1)~~									
Select	**Inchoate: T 9314 CF (DST) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE												(0.1)									

1 2 3 4 5 6 7 8 9 10

Acreage Legend:	12.25 Regular acreage	~~12.25~~ Acreage is on a canceled right	(12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate)	[12.25] Acreage has been suspended	* Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 18 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**											~~(0.1)~~								
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**											~~(0.1)~~								
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			STORAGE	**WD**											~~(0.1)~~								
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			STORAGE	**WD**											~~(0.1)~~								
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**											~~(0.1)~~								
Select	**Inchoate: T 9605 CF (REG) WD** Additional Info: COID / BEND METRO PARK & REC DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**											~~(0.1)~~								

1 2 3 4 5 6 7 8 9 10

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 18 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9597 CF (REG) WD** Additional Info: EAGLE CREST INC. Decree: DESCHUTES RIVER (F)			STORAGE	**WD**												~~(0.1)~~								
Select	**Inchoate: IL 734 CF (IL) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE													0.1								
Select	**Inchoate: IL 755 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**												~~0.1~~								
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**DN**												~~0.1~~								
Select	**Inchoate: T 9463 CF (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(4.82)~~	~~(20.5)~~	~~(34.35)~~		~~(26.5)~~	~~(17)~~	~~(5.92)~~	~~(18.4)~~	~~(20.64)~~	~~(19.9)~~	~~(20)~~	~~(27)~~	~~(10)~~	~~(26.73)~~	~~(33.7)~~	~~(29.5)~~	
Select	**Inchoate: T 9426 CF (ALT) WD** Additional Info: CROOK CO IMP DIST / BY COID App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(4.82)~~	~~(20.5)~~	~~(34.35)~~		~~(26.5)~~	~~(17)~~	~~(5.92)~~	~~(18.4)~~	~~(20.64)~~	~~(19.9)~~	~~(20)~~	~~(27)~~	~~(10)~~	~~(26.73)~~	~~(33.7)~~	~~(29.5)~~	

1 2 3 4 5 6 7 8 9 10

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

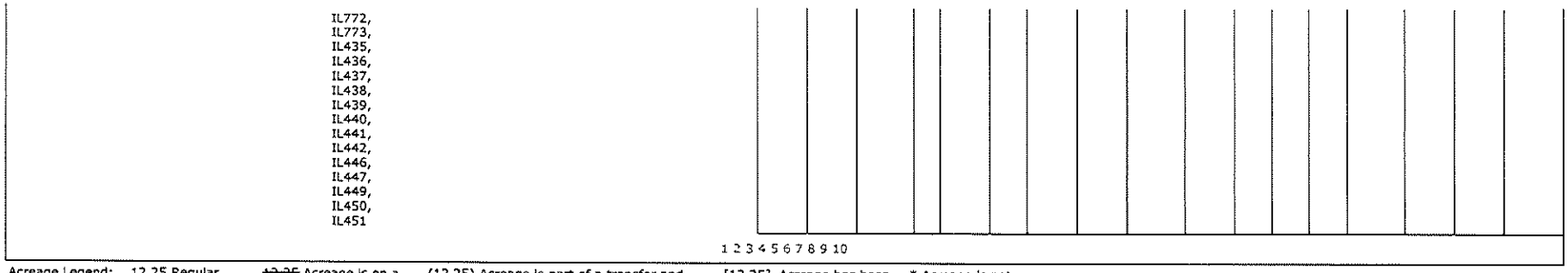
Suppl Irr
4.0 Ac, TL 2803 + 2809, Hendricks

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 18 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~4.82~~	~~20.5~~	~~34.35~~		~~26.5~~	~~17~~	~~5.92~~	~~18.4~~	~~20.64~~	~~19.9~~	~~20~~	~~27~~	~~10~~	~~26.73~~	~~33.7~~	~~29.5~~	
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~4.82~~	~~20.5~~	~~34.35~~		~~26.5~~	~~17~~	~~5.92~~	~~18.4~~	~~20.64~~	~~19.9~~	~~20~~	~~27~~	~~10~~	~~26.73~~	~~33.7~~	~~29.5~~	
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~4.82~~	~~20.5~~	~~34.35~~		~~26.5~~	~~17~~	~~5.92~~	~~18.4~~	~~20.64~~	~~19.9~~	~~20~~	~~27~~	~~10~~	~~26.73~~	~~33.7~~	~~29.5~~	
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~4.82~~	~~20.5~~	~~34.35~~		~~26.5~~	~~17~~	~~5.92~~	~~18.4~~	~~20.64~~	~~19.9~~	~~20~~	~~27~~	~~10~~	~~26.73~~	~~33.7~~	~~29.5~~	
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~4.82~~	~~20.5~~	~~34.35~~		~~26.5~~	~~17~~	~~5.92~~	~~18.4~~	~~20.64~~	~~19.9~~	~~20~~	~~27~~	~~10~~	~~26.73~~	~~33.7~~	~~29.5~~	
Select	**Cert:76714 CF *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256 Cert: 76714	IL495, IL496, IL497, IL498, IL516, IL517, IL518, IL519, IL520, IL521, IL522, IL523, IL524, IL525, IL526, IL527, IL528, IL529, IL530, IL531, IL532, IL533, IL534, IL535, IL536, IL537, IL538, IL539, IL540, IL542, IL543, IL544, IL545, IL546, IL547, IL548,	2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)					4.82	28.5	34.35		26.5	17	5.92	25.2	28.64	19.9	28	27	22.5	26.73	33.7	29.5	

IL549,
IL567,
IL568,
IL569,
IL570,
IL571,
IL581,
IL584,
IL599,
IL600,
IL608,
IL611,
IL619,
IL626,
IL627,
IL631,
IL632,
IL633,
IL635,
IL636,
IL637,
IL638,
IL639,
IL640,
IL641,
IL645,
IL368,
IL369,
IL370,
IL372,
IL373,
IL374,
IL375,
IL376,
IL377,
IL378,
IL379,
IL380,
IL381,
IL382,
IL383,
IL384,
IL385,
IL386,
IL387,
IL388,
IL389,
IL390,
IL391,
IL392,
IL393,
IL394,
IL395,
IL396,
IL397,
IL398,
IL399,
IL400,
IL401,
IL402,
IL403,
IL404,
IL405,
IL406,
IL414,
CW32,
IL464,
T10390,
T10389,
T10429,
T10506,
T10510,
IL651,
IL654,
IL675,
IL677,
IL678,
IL679,



Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 18 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: IL 772 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~4.02~~	~~28.5~~	~~34.35~~		~~26.5~~	~~17~~	~~5.92~~	~~18.4~~	~~28.64~~	~~19.9~~	~~20~~	~~27~~	~~10~~	~~26.73~~	~~33.7~~	~~29.5~~	
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**DN**				~~4.02~~	~~28.5~~	~~34.35~~		~~26.5~~	~~17~~	~~5.92~~	~~18.4~~	~~28.64~~	~~19.9~~	~~20~~	~~27~~	~~10~~	~~26.73~~	~~33.7~~	~~29.5~~	

1 2 3 4 5 6 7 8 9 10

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

T-10544

Water Rights Platcard Report

None

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 20 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		DOMESTIC				*		*			*		*	*				*	*		*	
Select	**Cert:29052 CF CN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 29052	IL4, IL7, IL73, T7513, T4397, T3176, Z5, T6123, T6295, T4591, T5989, T4626, T5303, T3030, T2572, T3465, T2707, T2425, T7574		IRRIGATION	**CN**			~~21.5~~	~~25~~	~~32~~	~~33~~	~~33~~	~~37~~	~~31~~	~~35~~	~~40~~	~~10~~	~~4~~	~~36~~	~~33.5~~	~~21~~	~~29~~	~~19~~	
Select	**Inchoate: T 9463 (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**			~~(5.65)~~		~~(10.48)~~	~~(9.51)~~		~~(8.7)~~	~~(5)~~	~~(1)~~	~~(12.03)~~	~~(2)~~	~~(3)~~		~~(10.01)~~	~~(6.23)~~	~~(3.8)~~	~~(4.01)~~	
Select	**Inchoate: T 9314 CF (DST) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION				(5.65)		(10.48)	(9.51)		(8.7)	(5)	(1)	(12.03)	(2)	(3)		(10.01)	(6.23)	(3.8)	(4.01)	
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**			~~(5.65)~~		~~(10.48)~~	~~(9.51)~~		~~(8.7)~~	~~(5)~~	~~(1)~~	~~(12.03)~~	~~(2)~~	~~(3)~~		~~(10.01)~~	~~(6.23)~~	~~(3.8)~~	~~(4.01)~~	
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**			~~(5.65)~~		~~(10.48)~~	~~(9.51)~~		~~(8.7)~~	~~(5)~~	~~(1)~~	~~(12.03)~~	~~(2)~~	~~(3)~~		~~(10.01)~~	~~(6.23)~~	~~(3.8)~~	~~(4.01)~~	

1 2 3 4 5 6 7

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

Water Rights Platcard Report

None

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 20 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(5.65)~~		~~(10.40)~~	~~(9.51)~~		~~(8.7)~~	~~(5)~~	~~(1)~~	~~(12.03)~~	~~(2)~~	~~(3)~~		~~(10.01)~~	~~(6.23)~~	~~(3.8)~~	~~(4.01)~~	
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(5.65)~~		~~(10.40)~~	~~(9.51)~~		~~(8.7)~~	~~(5)~~	~~(1)~~	~~(12.03)~~	~~(2)~~	~~(3)~~		~~(10.01)~~	~~(6.23)~~	~~(3.8)~~	~~(4.01)~~	
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(5.65)~~		~~(10.40)~~	~~(9.51)~~		~~(8.7)~~	~~(5)~~	~~(1)~~	~~(12.03)~~	~~(2)~~	~~(3)~~		~~(10.01)~~	~~(6.23)~~	~~(3.8)~~	~~(4.01)~~	
Select	**Inchoate: T 9605 CF (REG) WD** Additional Info: COID / BEND METRO PARK & REC DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(5.65)~~		~~(10.40)~~	~~(9.51)~~		~~(8.7)~~	~~(5)~~	~~(1)~~	~~(12.03)~~	~~(2)~~	~~(3)~~		~~(10.01)~~	~~(6.23)~~	~~(3.8)~~	~~(4.01)~~	
Select	**Inchoate: T 9597 CF (REG) WD** Additional Info: EAGLE CREST INC. Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(5.65)~~		~~(10.40)~~	~~(9.51)~~		~~(8.7)~~	~~(5)~~	~~(1)~~	~~(12.03)~~	~~(2)~~	~~(3)~~		~~(10.01)~~	~~(6.23)~~	~~(3.8)~~	~~(4.01)~~	
Select	**Inchoate: IL 734 CF (IL) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION					5.65		10.48	9.51		8.7	5	1	12.03	2	3		10.01	6.38	3.8	4.01	

NCR

1 2 3 4 5 6 7

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 20 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: IL 755 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**			~~5.65~~		~~10.40~~	~~9.51~~		~~8.7~~	~~5~~	~~1~~	~~12.03~~	~~2~~	~~3~~		~~10.01~~	~~6.30~~	~~3.0~~	~~4.01~~	
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**DN**			~~5.65~~		~~10.40~~	~~9.51~~		~~8.7~~	~~5~~	~~1~~	~~12.03~~	~~2~~	~~3~~		~~10.01~~	~~6.30~~	~~3.0~~	~~4.01~~	
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		IRRIGATION				4.15		8.28			8.7		1	3.34				7.26	3.28		1.49	
Select	**Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	IRRIGATION				5.65		10.48	9.51		8.7	5	1	11.53	2	3		10.01	6.38	3.8	4.01	
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		LIVESTOCK				*		*			*		*	*				*	*		*	
Select	**App:G 14908 *** Additional Info: CITY OF REDMOND App: G14908		1/13/1999	MUNICIPAL USES				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	

1 2 3 4 5 6 7

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

Subject

NCR – Superceded by C83571

NCR

NCR

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 20 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**App:G 15850 MF** Additional Info: MARY MELOY App: G15850		10/8/2002	MUNICIPAL USES	**MF**				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
Select	**Cert:47491 OR CN** Additional Info: CITY OF REDMOND App: G4981 Permit: G4700 Cert: 47491		9/5/1969	MUNICIPAL USES	**CN**				*	*	*	*						*	*	*	*	*	*	*	
Select	**Cert:64139 OR CN** Additional Info: CITY OF REDMOND App: G11439 Permit: G10544 Cert: 64139		9/25/1985	MUNICIPAL USES	**CN**				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
Select	**Cert:80232 CF CN** Additional Info: CITY OF REDMOND App: G4981 Permit: G4700 Cert: 80232	T10162	9/5/1969	MUNICIPAL USES	**CN**				*	*	*	*	*			*		*	*	*	*	*	*	*	
Select	**Cert:80233 CF CN** Additional Info: CITY OF REDMOND App: G11439 Permit: G10544 Cert: 80233	T10162	9/25/1985	MUNICIPAL USES	**CN**				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
Select	**Inchoate: T 10162 CF (REG) *** Additional Info: PATRICK DORNING App: G4981 Permit: G4700		9/5/1969	MUNICIPAL USES					(*)	(*)	(*)	(*)	(*)			(*)		(*)	(*)	(*)	(*)	(*)	(*)	(*)	

1 2 3 4 5 6 7

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

Nov

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 20 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 10162 CF (REG) *** Additional Info: PATRICK DORNING App: G11439 Permit: G10544		9/25/1985	MUNICIPAL USES					(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	
Select	**Permit:G 6793 *** Additional Info: CITY OF REDMOND App: G6865 Permit: G6793		3/27/1975	MUNICIPAL USES					*		*	*					*	*	*	*	*	*	*	*	
Select	**Cert:82751 OR *** Additional Info: CITY OF REDMOND App: G9462 Permit: G8866 Cert: 82751		11/7/1979	MUNICIPAL USES					*		*	*					*	*	*	*	*	*	*	*	
Select	**Permit:G 12401 *** Additional Info: CITY OF REDMOND App: G12731 Permit: G12401	T10576	11/25/1991	MUNICIPAL USES					*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
Select	**Inchoate: T 9463 CF (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(5.65)~~		~~(10.48)~~	~~(9.51)~~		~~(8.7)~~	~~(5)~~	~~(1)~~	~~(12.03)~~	~~(2)~~	~~(3)~~		~~(10.01)~~	~~(6.30)~~	~~(3.8)~~	~~(4.01)~~	
Select	**Inchoate: T 9426 CF (ALT) WD** Additional Info: CROOK CO IMP DIST / BY COID App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(5.65)~~		~~(10.48)~~	~~(9.51)~~		~~(8.7)~~	~~(5)~~	~~(1)~~	~~(12.03)~~	~~(2)~~	~~(3)~~		~~(10.01)~~	~~(6.30)~~	~~(3.8)~~	~~(4.01)~~	

1 2 3 4 5 6 7

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

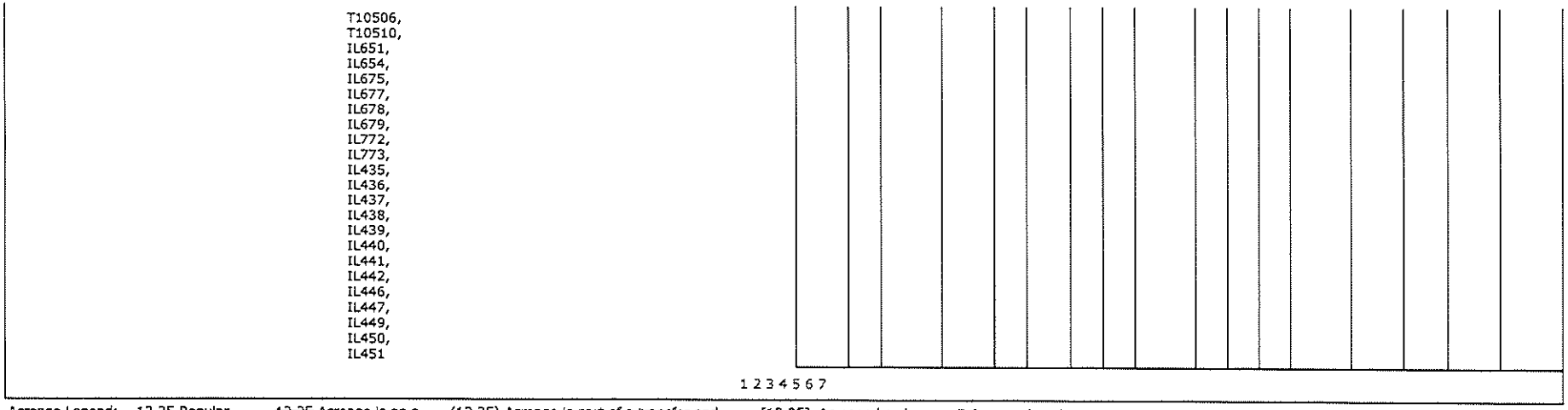
Suppl Irr
4.4 Ac, TL 201, Arthur
0.18 Ac, TL 4900, Chilcott
0.63 Ac, TL 300, Clarke

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 20 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**			~~(5.65)~~		~~(10.40)~~	~~(9.51)~~		~~(8.7)~~	~~(5)~~	~~(1)~~	~~(12.03)~~	~~(2)~~	~~(3)~~		~~(10.01)~~	~~(6.38)~~	~~(3.8)~~	~~(4.01)~~	
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**			~~(5.65)~~		~~(10.40)~~	~~(9.51)~~		~~(8.7)~~	~~(5)~~	~~(1)~~	~~(12.03)~~	~~(2)~~	~~(3)~~		~~(10.01)~~	~~(6.38)~~	~~(3.8)~~	~~(4.01)~~	
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**			~~(5.65)~~		~~(10.40)~~	~~(9.51)~~		~~(8.7)~~	~~(5)~~	~~(1)~~	~~(12.03)~~	~~(2)~~	~~(3)~~		~~(10.01)~~	~~(6.38)~~	~~(3.8)~~	~~(4.01)~~	
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**			~~(5.65)~~		~~(10.40)~~	~~(9.51)~~		~~(8.7)~~	~~(5)~~	~~(1)~~	~~(12.03)~~	~~(2)~~	~~(3)~~		~~(10.01)~~	~~(6.38)~~	~~(3.8)~~	~~(4.01)~~	
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**			~~(5.65)~~		~~(10.40)~~	~~(9.51)~~		~~(8.7)~~	~~(5)~~	~~(1)~~	~~(12.03)~~	~~(2)~~	~~(3)~~		~~(10.01)~~	~~(6.38)~~	~~(3.8)~~	~~(4.01)~~	
Select	**Cert:76714 CF *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256 Cert: 76714	IL495, IL496, IL497, IL498, IL516, IL517, IL518, IL519, IL520, IL521, IL522, IL523, IL524, IL525, IL526, IL527, IL528, IL529, IL530, IL531, IL532, IL533, IL534, IL535, IL536, IL537, IL538, IL539, IL540, IL542, IL543, IL544,	2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)				5.65		10.48	9.51		8.7	5	1	12.03	2	3		10.01	6.38	3.8	4.01	

IL545,
IL546,
IL547,
IL548,
IL549,
IL567,
IL568,
IL569,
IL570,
IL571,
IL581,
IL584,
IL599,
IL600,
IL608,
IL611,
IL619,
IL626,
IL627,
IL631,
IL632,
IL633,
IL635,
IL636,
IL637,
IL638,
IL639,
IL640,
IL641,
IL645,
IL368,
IL369,
IL370,
IL372,
IL373,
IL374,
IL375,
IL376,
IL377,
IL378,
IL379,
IL380,
IL381,
IL382,
IL383,
IL384,
IL385,
IL386,
IL387,
IL388,
IL389,
IL390,
IL391,
IL392,
IL393,
IL394,
IL395,
IL396,
IL397,
IL398,
IL399,
IL400,
IL401,
IL402,
IL403,
IL404,
IL405,
IL406,
IL414,
CW32,
IL464,
T10390,
T10389,
T10429,



Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 20 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: IL 772 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~5.65~~		~~10.40~~	~~9.51~~		~~0.7~~	~~5~~	~~1~~	~~12.03~~	~~2~~	~~3~~		~~10.01~~	~~6.30~~	~~3.8~~	~~4.01~~	
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**DN**				~~5.65~~		~~10.40~~	~~9.51~~		~~0.7~~	~~5~~	~~1~~	~~12.03~~	~~2~~	~~3~~		~~10.01~~	~~6.30~~	~~3.8~~	~~4.01~~	

1 2 3 4 5 6 7

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

T-10544

Water Rights Platcard Report

None

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 21 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE / Q(160): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		DOMESTIC										*	*									
Select	**Cert:29052 CF CN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 29052	IL4, IL7, IL73, T7513, T4397, T3176, Z5, T6123, T6295, T4591, T5989, T4626, T5303, T3030, T2572, T3465, T2707, T2425, T7574		IRRIGATION	**CN**				~~2~~	~~14~~		~~22~~	~~20.61~~	~~22.5~~	~~23.5~~	~~6.5~~	~~20.5~~	~~11~~						
Select	**Inchoate: T 9463 (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**									~~(2.7)~~	~~(1.05)~~		~~(0.7)~~	~~(0.5)~~						
Select	**Inchoate: T 9314 CF (DST) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION										(2.7)	(1.05)		(0.7)	(0.5)						
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**									~~(2.7)~~	~~(1.05)~~		~~(0.7)~~	~~(0.5)~~						
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT			IRRIGATION	**WD**									~~(2.7)~~	~~(1.05)~~		~~(0.7)~~	~~(0.5)~~						

Decree: DESCHUTES RIVER (F)

1 2 3 4 5 6 7

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

Water Rights Platcard Report

None

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 21 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
	Q(160):																							
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**									~~(2.7)~~	~~(1.05)~~		~~(0.7)~~	~~(0.5)~~						
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**									~~(2.7)~~	~~(1.05)~~		~~(0.7)~~	~~(0.5)~~						
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**									~~(2.7)~~	~~(1.05)~~		~~(0.7)~~	~~(0.5)~~						
Select	**Inchoate: T 9605 CF (REG) WD** Additional Info: COID / BEND METRO PARK & REC DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**									~~(2.7)~~	~~(1.05)~~		~~(0.7)~~	~~(0.5)~~						
Select	**Inchoate: T 9597 CF (REG) WD** Additional Info: EAGLE CREST INC. Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**									~~(2.7)~~	~~(1.05)~~		~~(0.7)~~	~~(0.5)~~						
Select	**Inchoate: IL 734 CF (IL) ***			IRRIGATION										3.2	1.05		0.7	0.5						
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																							

NCR

1 2 3 4 5 6 7

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 21 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: IL 755 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**									~~3.2~~	~~1.05~~		~~0.7~~	~~0.5~~						
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**DN**									~~3.2~~	~~1.05~~		~~0.7~~	~~0.5~~						
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		IRRIGATION										1.7	1.05									
Select	**Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	IRRIGATION										3.2	1.05		0.7	0.5						
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		LIVESTOCK										*	*									
Select	**App:G 14908 *** Additional Info: CITY OF REDMOND App: G14908		1/13/1999	MUNICIPAL USES				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	

Subject

NCR – Superseded by C83571

NCR

NCR

1 2 3 4 5 6 7

Acreage Legend:	12.25 Regular acreage	~~12.25~~ Acreage is on a canceled right	(12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate)	[12.25] Acreage has been suspended	* Acreage is not specified

Water Rights Platcard Report

None

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 21 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**App:G 15850 MF** Additional Info: MARY MELOY App: G15850		10/8/2002	MUNICIPAL USES	**MF**				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
Select	**Cert:47491 OR CN** Additional Info: CITY OF REDMOND App: G4981 Permit: G4700 Cert: 47491		9/5/1969	MUNICIPAL USES	**CN**				*	*		*	*	*	*	*	*	*	*	*						
Select	**Cert:64139 OR CN** Additional Info: CITY OF REDMOND App: G11439 Permit: G10544 Cert: 64139		9/25/1985	MUNICIPAL USES	**CN**				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Select	**Cert:80232 CF CN** Additional Info: CITY OF REDMOND App: G4981 Permit: G4700 Cert: 80232	T10162	9/5/1969	MUNICIPAL USES	**CN**				*	*		*	*	*	*	*	*	*	*	*						
Select	**Cert:80233 CF CN** Additional Info: CITY OF REDMOND App: G11439 Permit: G10544 Cert: 80233	T10162	9/25/1985	MUNICIPAL USES	**CN**				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Select	**Inchoate: T 10162 CF (REG) *** Additional Info: PATRICK DORNING App: G4981 Permit: G4700		9/5/1969	MUNICIPAL USES					(*)	(*)		(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)						

1 2 3 4 5 6 7

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 21 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 10162 CF (REG) *** Additional Info: PATRICK DORNING App: G11439 Permit: G10544		9/25/1985	MUNICIPAL USES					(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	
Select	**Permit:G 6793 *** Additional Info: CITY OF REDMOND App: G6865 Permit: G6793		3/27/1975	MUNICIPAL USES					*	*			*	*	*	*	*	*	*					
Select	**Cert:82751 OR *** Additional Info: CITY OF REDMOND App: G9462 Permit: G8866 Cert: 82751		11/7/1979	MUNICIPAL USES					*	*			*	*	*	*	*	*	*					
Select	**Permit:G 12401 *** Additional Info: CITY OF REDMOND App: G12731 Permit: G12401	T10576	11/25/1991	MUNICIPAL USES					*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
Select	**Inchoate: T 9463 CF (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**										~~(3.2)~~	~~(1.05)~~		~~(0.7)~~	~~(0.5)~~					
Select	**Inchoate: T 9426 CF (ALT) WD** Additional Info: CROOK CO IMP DIST / BY COID App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**										~~(3.2)~~	~~(1.05)~~		~~(0.7)~~	~~(0.5)~~					

1 2 3 4 5 6 7

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

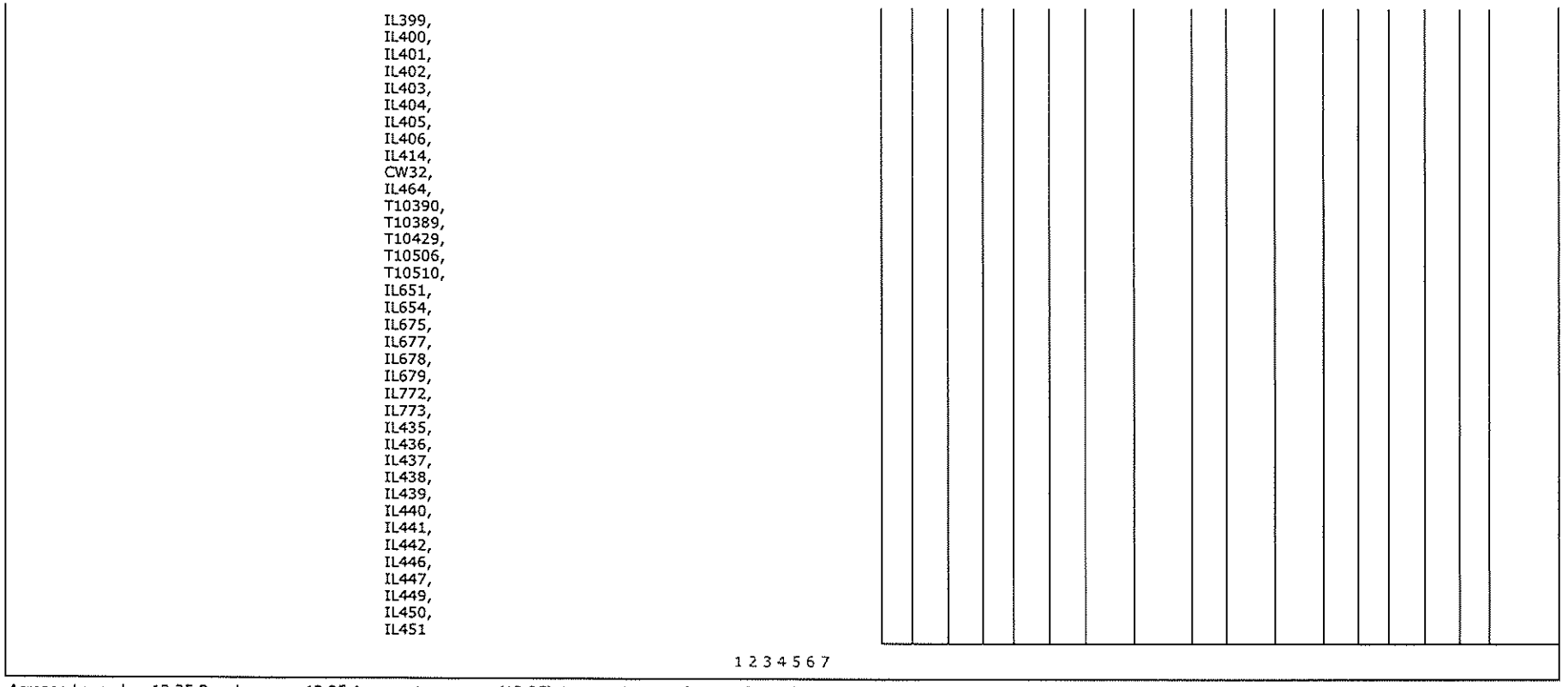
Suppl For
0.5 Ac, TLs 200 & 300, Blackwell

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 21 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**									~~(3.2)~~	~~(1.05)~~		~~(0.7)~~	~~(0.5)~~						
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**									~~(3.2)~~	~~(1.05)~~		~~(0.7)~~	~~(0.5)~~						
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**									~~(3.2)~~	~~(1.05)~~		~~(0.7)~~	~~(0.5)~~						
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**									~~(3.2)~~	~~(1.05)~~		~~(0.7)~~	~~(0.5)~~						
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**									~~(3.2)~~	~~(1.05)~~		~~(0.7)~~	~~(0.5)~~						
Select	**Cert:76714 CF *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256 Cert: 76714	IL495, IL496, IL497, IL498, IL516, IL517, IL518, IL519, IL520, IL521, IL522, IL523, IL524, IL525, IL526, IL527, IL528, IL529, IL530, IL531, IL532, IL533, IL534, IL535, IL536,	2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)										3.2	1.05		0.7	0.5						

IL537,
IL538,
IL539,
IL540,
IL542,
IL543,
IL544,
IL545,
IL546,
IL547,
IL548,
IL549,
IL567,
IL568,
IL569,
IL570,
IL571,
IL581,
IL584,
IL599,
IL600,
IL608,
IL611,
IL619,
IL626,
IL627,
IL631,
IL632,
IL633,
IL635,
IL636,
IL637,
IL638,
IL639,
IL640,
IL641,
IL645,
IL368,
IL369,
IL370,
IL372,
IL373,
IL374,
IL375,
IL376,
IL377,
IL378,
IL379,
IL380,
IL381,
IL382,
IL383,
IL384,
IL385,
IL386,
IL387,
IL388,
IL389,
IL390,
IL391,
IL392,
IL393,
IL394,
IL395,
IL396,
IL397,
IL398,



Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

Water Rights Platcard Report

None

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 21 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: IL 772 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**									~~3.2~~	~~1.05~~		~~0.7~~	~~0.5~~						
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**DN**									~~3.2~~	~~1.05~~		~~0.7~~	~~0.5~~						

1 2 3 4 5 6 7

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

T-10544

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 30 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		DOMESTIC									*	*		*	*	*	*	*	*	*	*	
Select	**Cert:29052 CF CN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 29052	IL4, IL7, IL73, T7513, T4397, T3176, Z5, T6123, T6295, T4591, T5989, T4626, T5303, T3030, T2572, T3465, T2707, T2425, T7574		IRRIGATION	**CN**								~~24~~	~~34~~	~~5~~	~~26~~	~~25~~	~~28~~	~~35~~	~~12.5~~	~~23~~	~~33~~	~~31~~	
Select	**Inchoate: T 9463 (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**								~~(25.4)~~	~~(35)~~		~~(25)~~	~~(25)~~	~~(28)~~	~~(35)~~	~~(11.8)~~	~~(20.8)~~	~~(34.25)~~	~~(29.75)~~	
Select	**Inchoate: T 9314 CF (DST) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION									(25.4)	(35)		(25)	(25)	(28)	(35)	(11.8)	(20.8)	(34.25)	(29.75)	
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**								~~(25.4)~~	~~(35)~~		~~(25)~~	~~(25)~~	~~(28)~~	~~(35)~~	~~(11.8)~~	~~(20.8)~~	~~(34.25)~~	~~(29.75)~~	
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**								~~(25.4)~~	~~(35)~~		~~(25)~~	~~(25)~~	~~(28)~~	~~(35)~~	~~(11.8)~~	~~(20.8)~~	~~(34.25)~~	~~(29.75)~~	

1 2 3 4 5 6 7

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

Water Rights Platcard Report

None

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 30 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**								~~(25.4)~~	~~(35)~~		~~(25)~~	~~(25)~~	~~(20)~~	~~(35)~~	~~(11.0)~~	~~(20.0)~~	~~(34.25)~~	~~(29.75)~~	
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**								~~(25.4)~~	~~(35)~~		~~(25)~~	~~(25)~~	~~(20)~~	~~(35)~~	~~(11.0)~~	~~(20.0)~~	~~(34.25)~~	~~(29.75)~~	
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**								~~(25.4)~~	~~(35)~~		~~(25)~~	~~(25)~~	~~(20)~~	~~(35)~~	~~(11.0)~~	~~(20.0)~~	~~(34.25)~~	~~(29.75)~~	
Select	**Inchoate: T 9605 CF (REG) WD** Additional Info: COID / BEND METRO PARK & REC DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**								~~(25.4)~~	~~(35)~~		~~(25)~~	~~(25)~~	~~(20)~~	~~(35)~~	~~(11.0)~~	~~(20.0)~~	~~(34.25)~~	~~(29.75)~~	
Select	**Inchoate: T 9597 CF (REG) WD** Additional Info: EAGLE CREST INC. Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**								~~(25.4)~~	~~(35)~~		~~(25)~~	~~(25)~~	~~(20)~~	~~(35)~~	~~(11.0)~~	~~(20.0)~~	~~(34.25)~~	~~(29.75)~~	
Select	**Inchoate: IL 734 CF (IL) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION									25.4	35		25	25	28	35	11.8	20.8	34.25	29.75	

NCR

1 2 3 4 5 6 7

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

Water Rights Platcard Report

None

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 30 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: IL 755 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**								~~25.4~~	~~35~~		~~25~~	~~25~~	~~20~~	~~35~~	~~11.8~~	~~20.8~~	~~34.25~~	~~29.75~~	
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**DN**								~~25.4~~	~~35~~		~~25~~	~~25~~	~~20~~	~~35~~	~~11.8~~	~~20.8~~	~~34.25~~	~~29.75~~	
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		IRRIGATION									25.4	35		25.3	25	29.5	35	11.8	20.8	34.25	29.75	
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		IRRIGATION																			(5.3)	
Select	**Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	IRRIGATION									25.4	35		25	24	28	35	11.8	20.8	34.25	29.75	
Select	**Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	IRRIGATION													(1)							

Subject

NOR - superceded by C83571

1 2 3 4 5 6 7

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

Water Rights Platcard Report

None

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 30 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Permit:G 8033 *** Additional Info: SRH WATER CORP. App: G8668 Permit: G8033		2/27/1978	IRRIGATION AND DOMESTIC																1.8				
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		LIVESTOCK									*	*		*	*	*	*	*	*	*	*	
Select	**App:G 14908 *** Additional Info: CITY OF REDMOND App: G14908		1/13/1999	MUNICIPAL USES				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
Select	**App:G 15850 MF** Additional Info: MARY MELOY App: G15850		10/8/2002	MUNICIPAL USES	**MF**			*	*	*	*	*	*	*	*	*				*	*			
Select	**Cert:47491 OR CN** Additional Info: CITY OF REDMOND App: G4981 Permit: G4700 Cert: 47491		9/5/1969	MUNICIPAL USES	**CN**							*												
Select	**Cert:64139 OR CN** Additional Info: CITY OF REDMOND App: G11439 Permit: G10544 Cert: 64139		9/25/1985	MUNICIPAL USES	**CN**							*												

1 2 3 4 5 6 7

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

Water Rights Platcard Report

None

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 30 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:80232 CF CN** Additional Info: CITY OF REDMOND App: G4981 Permit: G4700 Cert: 80232	T10162	9/5/1969	MUNICIPAL USES	**CN**							*												
Select	**Cert:80233 CF CN** Additional Info: CITY OF REDMOND App: G11439 Permit: G10544 Cert: 80233	T10162	9/25/1985	MUNICIPAL USES	**CN**							*												
Select	**Inchoate: T 10162 CF (REG) *** Additional Info: PATRICK DORNING App: G4981 Permit: G4700		9/5/1969	MUNICIPAL USES								(*)												
Select	**Inchoate: T 10162 CF (REG) *** Additional Info: PATRICK DORNING App: G11439 Permit: G10544		9/25/1985	MUNICIPAL USES								(*)												
Select	**Permit:G 6793 *** Additional Info: CITY OF REDMOND App: G6865 Permit: G6793		3/27/1975	MUNICIPAL USES								*												
Select	**Cert:82751 OR *** Additional Info: CITY OF REDMOND App: G9462 Permit: G8866 Cert: 82751		11/7/1979	MUNICIPAL USES								*												

1 2 3 4 5 6 7

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 30 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Unkown QQ
								Q(160): NE	NE	NE	NE	NW	NW	NW	NW	SW	SW	SW	SW	SE	SE	SE	SE	
Select	**Permit:G 12401 *** Additional Info: CITY OF REDMOND App: G12731 Permit: G12401	T10576	11/25/1991	MUNICIPAL USES				*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
Select	**Inchoate: T 9463 CF (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**								~~(25.4)~~	~~(35)~~		~~(25)~~	~~(25)~~	~~(20)~~	~~(35)~~	~~(11.0)~~	~~(20.0)~~	~~(34.25)~~	~~(29.75)~~	
Select	**Inchoate: T 9426 CF (ALT) WD** Additional Info: CROOK CO IMP DIST / BY COID App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**								~~(25.4)~~	~~(35)~~		~~(25)~~	~~(25)~~	~~(20)~~	~~(35)~~	~~(11.0)~~	~~(20.0)~~	~~(34.25)~~	~~(29.75)~~	
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**								~~(25.4)~~	~~(35)~~		~~(25)~~	~~(25)~~	~~(20)~~	~~(35)~~	~~(11.0)~~	~~(20.0)~~	~~(34.25)~~	~~(29.75)~~	
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**								~~(25.4)~~	~~(35)~~		~~(25)~~	~~(25)~~	~~(20)~~	~~(35)~~	~~(11.0)~~	~~(20.0)~~	~~(34.25)~~	~~(29.75)~~	
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**								~~(25.4)~~	~~(35)~~		~~(25)~~	~~(25)~~	~~(20)~~	~~(35)~~	~~(11.0)~~	~~(20.0)~~	~~(34.25)~~	~~(29.75)~~	

1 2 3 4 5 6 7

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

No apparent Suppl Irr

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 15 South **Range:** 13 East **Section:** 30 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**								~~(25.4)~~	~~(35)~~		~~(25)~~	~~(25)~~	~~(25)~~	~~(35)~~	~~(11.0)~~	~~(20.0)~~	~~(34.25)~~	~~(29.75)~~	
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**								~~(25.4)~~	~~(35)~~		~~(25)~~	~~(25)~~	~~(25)~~	~~(35)~~	~~(11.0)~~	~~(20.0)~~	~~(34.25)~~	~~(29.75)~~	
Select	**Cert:76714 CF *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256 Cert: 76714	IL495, IL496, IL497, IL498, IL516, IL517, IL518, IL519, IL520, IL521, IL522, IL523, IL524, IL525, IL526, IL527, IL528, IL529, IL530, IL531, IL532, IL533, IL534, IL535, IL536, IL537, IL538, IL539, IL540, IL542, IL543, IL544, IL545, IL546, IL547, IL548, IL549, IL567, IL568, IL569, IL570, IL571, IL581, IL584, IL599, IL600, IL608,	2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)									25.4	35		25	25	28	35	11.8	20.8	34.25	29.75	

NCA

IL611,
IL619,
IL626,
IL627,
IL631,
IL632,
IL633,
IL635,
IL636,
IL637,
IL638,
IL639,
IL640,
IL641,
IL645,
IL368,
IL369,
IL370,
IL372,
IL373,
IL374,
IL375,
IL376,
IL377,
IL378,
IL379,
IL380,
IL381,
IL382,
IL383,
IL384,
IL385,
IL386,
IL387,
IL388,
IL389,
IL390,
IL391,
IL392,
IL393,
IL394,
IL395,
IL396,
IL397,
IL398,
IL399,
IL400,
IL401,
IL402,
IL403,
IL404,
IL405,
IL406,
IL414,
CW32,
IL464,
T10390,
T10389,
T10429,
T10506,
T10510,
IL651,
IL654,
IL675,
IL677,
IL678,
IL679,
IL772,
IL773,
IL435,
IL436,

| | | |

T-10544

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 14 South **Range:** 13 East **Section:** 16 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE / Q(160): NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:29052 CF CN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 29052	IL4, IL7, IL73, T7513, T4397, T3176, Z5, T6123, T6295, T4591, T5989, T4626, T5303, T3030, T2572, T3465, T2707, T2425, T7574		DOMESTIC	**CN**														~~2~~					
Select	**Cert:83571 CF RR ***	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		DOMESTIC						*	*	*				*	*	*	*	*	*	*	*	
Select	**Permit:G 11608 *** Additional Info: GREAT WESTERN HOMES INC. App: G13213 Permit: G11608		12/11/1992	DOMESTIC EXPANDED											*									
Select	**Cert:29052 CF CN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 29052	IL4, IL7, IL73, T7513, T4397, T3176, Z5, T6123, T6295, T4591, T5989, T4626, T5303, T3030, T2572, T3465, T2707, T2425, T7574		IRRIGATION	**CN**					~~15.9~~	~~21.16~~			~~3.22~~	~~21.31~~	~~12.28~~	~~7.63~~	~~16.12~~	~~0.19~~	~~1.6~~	~~20.32~~	~~30.70~~	~~6.46~~	
Select	**Cert:43823 OR ***		12/16/1968	IRRIGATION									4											

NCR

	Additional Info: DALE CRAWFORD App: G4721 Permit: G4444 Cert: 43823																				
Select	**Cert:61544 OR ***		5/11/1979	IRRIGATION					4												
	Additional Info: LARRY CRAWFORD App: G9239 Permit: G8671 Cert: 61544																				
					1	2	3	4	5	6	7										

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

Water Rights Platcard Report

None

Meridian: WILLAMETTE **Township:** 14 South **Range:** 13 East **Section:** 16 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): / Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:66864 OR ***		2/19/1980	IRRIGATION									3												
	Additional Info: CECIL E PETERS App: G9550 Permit: G8758 Cert: 66864																								
Select	**Inchoate: T 9463 (ALT) WD**			IRRIGATION	**WD**				~~(12.07)~~	~~(3.1)~~	~~(14.67)~~	~~(8.93)~~					~~(3.17)~~	~~(4.88)~~	~~(13.52)~~	~~(8.9)~~	~~(4.76)~~	~~(13.86)~~	~~(18.58)~~	~~(8.74)~~	
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: T 9314 CF (DST) ***			IRRIGATION					(12.07)	(3.1)	(14.67)	(8.93)					(3.17)	(4.88)	(13.52)	(8.9)	(4.76)	(13.86)	(18.58)	(8.74)	
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: T 9423 (DRO) WD**			IRRIGATION	**WD**				~~(12.07)~~	~~(3.1)~~	~~(14.67)~~	~~(8.93)~~					~~(3.17)~~	~~(4.88)~~	~~(13.52)~~	~~(8.9)~~	~~(4.76)~~	~~(13.86)~~	~~(18.58)~~	~~(8.74)~~	
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: T 9424 (DRO) WD**			IRRIGATION	**WD**				~~(12.07)~~	~~(3.1)~~	~~(14.67)~~	~~(8.93)~~					~~(3.17)~~	~~(4.88)~~	~~(13.52)~~	~~(8.9)~~	~~(4.76)~~	~~(13.86)~~	~~(18.58)~~	~~(8.74)~~	
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: T 9553 (IS) WD**			IRRIGATION	**WD**				~~(12.07)~~	~~(3.1)~~	~~(14.67)~~	~~(8.93)~~					~~(3.17)~~	~~(4.88)~~	~~(13.52)~~	~~(8.9)~~	~~(4.76)~~	~~(13.86)~~	~~(18.58)~~	~~(8.74)~~	
	Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)																								

1 2 3 4 5 6 7

NCR

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

Water Rights Platcard Report

None

Meridian: WILLAMETTE | Township: 14 South | Range: 13 East | Section: 16 | Records per Page: 6 | Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(12.07)~~	~~(3.1)~~	~~(14.67)~~	~~(8.93)~~					~~(3.17)~~	~~(4.88)~~	~~(13.52)~~	~~(8.9)~~	~~(4.76)~~	~~(13.86)~~	~~(18.58)~~	~~(8.74)~~	
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(12.07)~~	~~(3.1)~~	~~(14.67)~~	~~(8.93)~~					~~(3.17)~~	~~(4.88)~~	~~(13.52)~~	~~(8.9)~~	~~(4.76)~~	~~(13.86)~~	~~(18.58)~~	~~(8.74)~~	
Select	**Inchoate: T 9605 CF (REG) WD** Additional Info: COID / BEND METRO PARK & REC DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(12.07)~~	~~(3.1)~~	~~(14.67)~~	~~(8.93)~~					~~(3.17)~~	~~(4.88)~~	~~(13.52)~~	~~(8.9)~~	~~(4.76)~~	~~(13.86)~~	~~(18.58)~~	~~(8.74)~~	
Select	**Inchoate: T 9597 CF (REG) WD** Additional Info: EAGLE CREST INC. Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(12.07)~~	~~(3.1)~~	~~(14.67)~~	~~(8.93)~~					~~(3.17)~~	~~(4.88)~~	~~(13.52)~~	~~(8.9)~~	~~(4.76)~~	~~(13.86)~~	~~(18.58)~~	~~(8.74)~~	
Select	**Inchoate: IL 734 CF (IL) ***			IRRIGATION					12.07	3.1	14.67	8.93					3.28	4.88	13.52	8.9	4.76	13.86	18.58	8.74	
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																								
Select	**Inchoate: IL 755 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~12.07~~	~~3.1~~	~~14.67~~	~~8.93~~					~~3.28~~	~~4.88~~	~~13.52~~	~~8.9~~	~~4.76~~	~~13.86~~	~~18.58~~	~~8.74~~	
									1 2 3 4 5 6 7																

NGR

Acreage Legend: 12.25 Regular acreage | ~~12.25~~ Acreage is on a canceled right | (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) | [12.25] Acreage has been suspended | * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 14 South **Range:** 13 East **Section:** 16 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): / Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**DN**				~~12.07~~	~~3.1~~	~~14.67~~	~~0.93~~					~~3.20~~	~~4.80~~	~~13.52~~	~~0.9~~	~~4.76~~	~~13.06~~	~~18.58~~	~~0.74~~	
Select	**Permit:G 16226 CN** Additional Info: WAYNE ROBISON App: G16579 Permit: G16226		12/7/2005	IRRIGATION	**CN**									~~2~~											
Select	**Permit:G 16232 *** Additional Info: WAYNE ROBISON App: G16579 Permit: G16232		12/7/2005	IRRIGATION										2											
Select	**Cert:83524 OR *** Additional Info: TERRY REYNOLDS App: G15799 Permit: G15656 Cert: 83524		7/12/2002	IRRIGATION									2.5	0.5											
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		IRRIGATION							14.57	8.93	3				2.7	4.43	13.15	8.66	1.24	11.94	18.58	6.76	
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		IRRIGATION																		(0.94)				

Subject

1 2 3 4 5 6 7

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 14 South **Range:** 13 East **Section:** 16 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	IRRIGATION					12.07	3.1	14.77	8.93					3.28	4.88	13.94	8.9	4.76	13.86	18.58	8.34	
Select	**Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	IRRIGATION																				0.4	
Select	**App:G 14837 WD** Additional Info: E T PAULUS App: G14837		9/11/1998	IRRIGATION AND DOMESTIC	**WD**								~~3.2~~												
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		LIVESTOCK							*	*	*				*	*	*	*	*	*	*	*	
Select	**Permit:G 8542 *** Additional Info: TERREBONNE DOMESTIC WATER DISTRICT App: G9190 Permit: G8542		4/4/1979	QUASI-MUNICIPAL USES							*	*			*	*	*	*	*	*	*	*	*	*	
Select	**Inchoate: T 9463 CF (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(12.07)~~	~~(3.1)~~	~~(14.77)~~	~~(8.93)~~					~~(3.28)~~	~~(4.88)~~	~~(13.94)~~	~~(8.9)~~	~~(4.76)~~	~~(13.86)~~	~~(18.58)~~	~~(8.74)~~	

1 2 3 4 5 6 7

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

Water Rights Platcard Report

None

Meridian: WILLAMETTE **Township:** 14 South **Range:** 13 East **Section:** 16 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9426 CF (ALT) WD** Additional Info: CROOK CO IMP DIST / BY COID App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(12.07)~~	~~(3.1)~~	~~(14.77)~~	~~(0.93)~~					~~(3.20)~~	~~(4.80)~~	~~(13.94)~~	~~(0.9)~~	~~(4.76)~~	~~(13.06)~~	~~(18.50)~~	~~(0.74)~~	
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(12.07)~~	~~(3.1)~~	~~(14.77)~~	~~(0.93)~~					~~(3.20)~~	~~(4.80)~~	~~(13.94)~~	~~(0.9)~~	~~(4.76)~~	~~(13.06)~~	~~(18.50)~~	~~(0.74)~~	
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(12.07)~~	~~(3.1)~~	~~(14.77)~~	~~(0.93)~~					~~(3.20)~~	~~(4.80)~~	~~(13.94)~~	~~(0.9)~~	~~(4.76)~~	~~(13.06)~~	~~(18.50)~~	~~(0.74)~~	
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(12.07)~~	~~(3.1)~~	~~(14.77)~~	~~(0.93)~~					~~(3.20)~~	~~(4.80)~~	~~(13.94)~~	~~(0.9)~~	~~(4.76)~~	~~(13.06)~~	~~(18.50)~~	~~(0.74)~~	
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(12.07)~~	~~(3.1)~~	~~(14.77)~~	~~(0.93)~~					~~(3.20)~~	~~(4.80)~~	~~(13.94)~~	~~(0.9)~~	~~(4.76)~~	~~(13.06)~~	~~(18.50)~~	~~(0.74)~~	
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(12.07)~~	~~(3.1)~~	~~(14.77)~~	~~(0.93)~~					~~(3.20)~~	~~(4.80)~~	~~(13.94)~~	~~(0.9)~~	~~(4.76)~~	~~(13.06)~~	~~(18.50)~~	~~(0.74)~~	

1 2 3 4 5 6 7

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

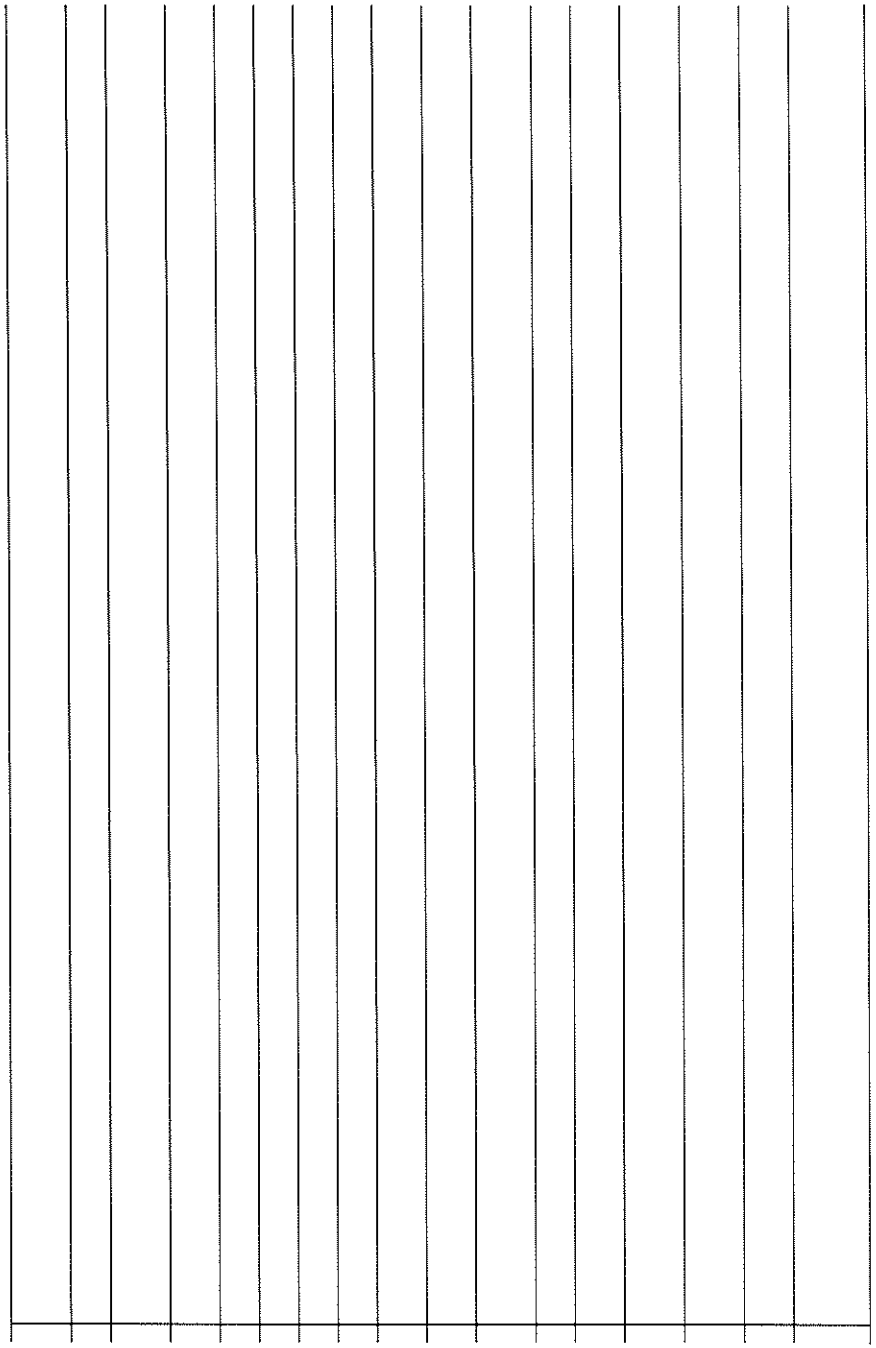
Suppl For
0.24 Ac, TL 1101, Noah

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 14 South **Range:** 13 East **Section:** 16 **Records per Page:** 6 Search

Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select **Cert:76714 CF *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256 Cert: 76714	IL495, IL496, IL497, IL498, IL516, IL517, IL518, IL519, IL520, IL521, IL522, IL523, IL524, IL525, IL526, IL527, IL528, IL529, IL530, IL531, IL532, IL533, IL534, IL535, IL536, IL537, IL538, IL539, IL540, IL542, IL543, IL544, IL545, IL546, IL547, IL548, IL549, IL567, IL568, IL569, IL570, IL571, IL581, IL584, IL599, IL600, IL608, IL611, IL619, IL626, IL627, IL631, IL632, IL633, IL635, IL636, IL637, IL638, IL639,	2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)					12.07	3.1	14.77	8.93					3.28	4.88	13.94	8.9	4.76	13.86	18.58	8.74	

IL640,
IL641,
IL645,
IL368,
IL369,
IL370,
IL372,
IL373,
IL374,
IL375,
IL376,
IL377,
IL378,
IL379,
IL380,
IL381,
IL382,
IL383,
IL384,
IL385,
IL386,
IL387,
IL388,
IL389,
IL390,
IL391,
IL392,
IL393,
IL394,
IL395,
IL396,
IL397,
IL398,
IL399,
IL400,
IL401,
IL402,
IL403,
IL404,
IL405,
IL406,
IL414,
CW32,
IL464,
T10390,
T10389,
T10429,
T10506,
T10510,
IL651,
IL654,
IL675,
IL677,
IL678,
IL679,
IL772,
IL773,
IL435,
IL436,
IL437,
IL438,
IL439,
IL440,
IL441,
IL442,
IL446,
IL447,
IL449,
IL450,
IL451



| | | |

T-10544

Water Rights Platcard Report

None

Meridian: WILLAMETTE **Township:** 14 South **Range:** 13 East **Section:** 34 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
NCR	Select **Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		DOMESTIC					*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
	Select **Cert:29052 CF CN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 29052	IL4, IL7, IL73, T7513, T4397, T3176, Z5, T6123, T6295, T4591, T5989, T4626, T5303, T3030, T2572, T3465, T2707, T2425, T7574		IRRIGATION	**CN**				~~30~~	~~22~~	~~15~~	~~36~~	~~28~~	~~27~~	~~22~~	~~24~~	~~29~~	~~34~~	~~33.2~~	~~38~~	~~26~~	~~29~~	~~19~~	~~22~~	
	Select **Inchoate: T 9463 (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(32.5)~~	~~(22.4)~~	~~(21.6)~~	~~(30.5)~~	~~(19.37)~~	~~(21.5)~~	~~(20)~~	~~(26)~~	~~(29)~~	~~(28.3)~~	~~(32.21)~~	~~(38.29)~~	~~(25.95)~~	~~(32.2)~~	~~(19.91)~~	~~(29.96)~~	
NCR	Select **Inchoate: T 9314 CF (DST) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION					(32.5)	(22.4)	(21.6)	(30.5)	(19.37)	(21.5)	(20)	(26)	(29)	(28.3)	(32.21)	(38.29)	(25.95)	(32.2)	(19.91)	(29.96)	
	Select **Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(32.5)~~	~~(22.4)~~	~~(21.6)~~	~~(30.5)~~	~~(19.37)~~	~~(21.5)~~	~~(20)~~	~~(26)~~	~~(29)~~	~~(28.3)~~	~~(32.21)~~	~~(38.29)~~	~~(25.95)~~	~~(32.2)~~	~~(19.91)~~	~~(29.96)~~	
	Select **Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(32.5)~~	~~(22.4)~~	~~(21.6)~~	~~(30.5)~~	~~(19.37)~~	~~(21.5)~~	~~(20)~~	~~(26)~~	~~(29)~~	~~(28.3)~~	~~(32.21)~~	~~(38.29)~~	~~(25.95)~~	~~(32.2)~~	~~(19.91)~~	~~(29.96)~~	

1 2 3 4 5 6 7 8 9

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

Water Rights Platcard Report

Now

Meridian: WILLAMETTE **Township:** 14 South **Range:** 13 East **Section:** 34 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(32.5)~~	~~(22.4)~~	~~(21.6)~~	~~(30.5)~~	~~(19.37)~~	~~(21.5)~~	~~(20)~~	~~(26)~~	~~(29)~~	~~(28.3)~~	~~(32.21)~~	~~(38.29)~~	~~(25.95)~~	~~(32.2)~~	~~(19.91)~~	~~(29.96)~~	
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(32.5)~~	~~(22.4)~~	~~(21.6)~~	~~(30.5)~~	~~(19.37)~~	~~(21.5)~~	~~(20)~~	~~(26)~~	~~(29)~~	~~(28.3)~~	~~(32.21)~~	~~(38.29)~~	~~(25.95)~~	~~(32.2)~~	~~(19.91)~~	~~(29.96)~~	
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(32.5)~~	~~(22.4)~~	~~(21.6)~~	~~(30.5)~~	~~(19.37)~~	~~(21.5)~~	~~(20)~~	~~(26)~~	~~(29)~~	~~(28.3)~~	~~(32.21)~~	~~(38.29)~~	~~(25.95)~~	~~(32.2)~~	~~(19.91)~~	~~(29.96)~~	
Select	**Inchoate: T 9605 CF (REG) WD** Additional Info: COID / BEND METRO PARK & REC DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(32.5)~~	~~(22.4)~~	~~(21.6)~~	~~(30.5)~~	~~(19.37)~~	~~(21.5)~~	~~(20)~~	~~(26)~~	~~(29)~~	~~(28.3)~~	~~(32.21)~~	~~(38.29)~~	~~(25.95)~~	~~(32.2)~~	~~(19.91)~~	~~(29.96)~~	
Select	**Inchoate: T 9597 CF (REG) WD** Additional Info: EAGLE CREST INC. Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~(32.5)~~	~~(22.4)~~	~~(21.6)~~	~~(30.5)~~	~~(19.37)~~	~~(21.5)~~	~~(20)~~	~~(26)~~	~~(29)~~	~~(28.3)~~	~~(32.21)~~	~~(38.29)~~	~~(25.95)~~	~~(32.2)~~	~~(19.91)~~	~~(29.96)~~	
Select	**Inchoate: IL 734 CF (IL) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION					32.5	22.4	21.6	30.5	24.37	21.5	20	26	29	28.3	32.21	38.29	25.95	32.2	19.91	29.96	
									1	2	3	4	5	6	7	8	9								

NGR

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

Water Rights Platcard Report

None

Meridian: WILLAMETTE | Township: 14 South | Range: 13 East | Section: 34 | Records per Page: 6 | Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): / Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: IL 755 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**WD**				~~32.5~~	~~22.4~~	~~21.6~~	~~30.5~~	~~24.37~~	~~21.5~~	~~20~~	~~26~~	~~29~~	~~28.3~~	~~32.21~~	~~38.29~~	~~25.95~~	~~32.2~~	~~19.91~~	~~29.96~~	
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			IRRIGATION	**DN**				~~32.5~~	~~22.4~~	~~21.6~~	~~30.5~~	~~24.37~~	~~21.5~~	~~20~~	~~26~~	~~29~~	~~28.3~~	~~32.21~~	~~38.29~~	~~25.95~~	~~32.2~~	~~19.91~~	~~29.96~~	
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		IRRIGATION					32.5	22.4	21.6	30.5	23.17	21.5	20	26	29	28.3	32.21	38.29	25.95	32.2	19.91	29.96	
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		IRRIGATION									(1.2)												
Select	**Cert:76358 OR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358		10/31/1900	IRRIGATION					32.5	22.4	21.6	30.5	24.37	21.5	20	26	29	28.3	32.21	38.29	25.95	32.2	19.91	29.96	
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		LIVESTOCK					*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	

1 2 3 4 5 6 7 8 9

Acreage Legend: 12.25 Regular acreage | ~~12.25~~ Acreage is on a canceled right | (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) | [12.25] Acreage has been suspended | * Acreage is not specified

Subject

NCR – Superceded by C 83571

NCR

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 14 South **Range:** 13 East **Section:** 34 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE / Q(160): NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9463 CF (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**WD**							~~(0.3)~~													
Select	**Inchoate: T 9426 CF (ALT) WD** Additional Info: CROOK CO IMP DIST / BY COID App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**WD**							~~(0.3)~~													
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**WD**							~~(0.3)~~													
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	POND MAINTENANCE	**WD**							~~(0.3)~~													
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS App: S13180		2/28/1913	POND MAINTENANCE	**WD**							~~(0.3)~~													
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**WD**							~~(0.3)~~													

1 2 3 4 5 6 7 8 9

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 14 South **Range:** 13 East **Section:** 34 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	POND MAINTENANCE	**WD**							~~(0.3)~~													
Select	**Cert:76714 CF *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256 Cert: 76714	IL495, IL496, IL497, IL498, IL516, IL517, IL518, IL519, IL520, IL521, IL522, IL523, IL524, IL525, IL526, IL527, IL528, IL529, IL530, IL531, IL532, IL533, IL534, IL535, IL536, IL537, IL538, IL539, IL540, IL542, IL543, IL544, IL545, IL546, IL547, IL548, IL549, IL567, IL568, IL569, IL570, IL571, IL581, IL584, IL599, IL600, IL608,	2/28/1913	POND MAINTENANCE								0.3													

IL611,
IL619,
IL626,
IL627,
IL631,
IL632,
IL633,
IL635,
IL636,
IL637,
IL638,
IL639,
IL640,
IL641,
IL645,
IL368,
IL369,
IL370,
IL372,
IL373,
IL374,
IL375,
IL376,
IL377,
IL378,
IL379,
IL380,
IL381,
IL382,
IL383,
IL384,
IL385,
IL386,
IL387,
IL388,
IL389,
IL390,
IL391,
IL392,
IL393,
IL394,
IL395,
IL396,
IL397,
IL398,
IL399,
IL400,
IL401,
IL402,
IL403,
IL404,
IL405,
IL406,
IL414,
CW32,
IL464,
T10390,
T10389,
T10429,
T10506,
T10510,
IL651,
IL654,
IL675,

		IL677, IL678, IL679, IL772, IL773, IL435, IL436, IL437, IL438, IL439, IL440, IL441, IL442, IL446, IL447, IL449, IL450, IL451				
Select	**Inchoate: IL 772 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**WD**	~~0.3~~
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	POND MAINTENANCE	**DN**	~~0.3~~
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		POND MAINTENANCE		0.3
Select	**Cert:83571 CF RR *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 83571	T10479, T10506, T10510, IL908, T10391, T10300, T10372, IL910, T10478, T10290, T10278, T10389, T10390		POND MAINTENANCE		(*)

1 2 3 4 5 6 7 8 9

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

Nbu

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 14 South **Range:** 13 East **Section:** 34 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SW	NE	NW	SW	SE	Unkown
								Q(160): NE	NE	NE	NE	NW	NW	NW	NW	SW	SW	SW	SW	SE	SE	SE	SE	QQ
Select	**Cert:76358 OR ***		10/31/1900	POND MAINTENANCE								0.3												
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F) Cert: 76358																							
Select	**Inchoate: T 9463 (ALT) WD**			STORAGE	**WD**							~~(0.3)~~												
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																							
Select	**Inchoate: T 9314 CF (DST) ***			STORAGE								(0.3)												
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																							
Select	**Inchoate: T 9423 (DRO) WD**			STORAGE	**WD**							~~(0.3)~~												
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																							
Select	**Inchoate: T 9424 (DRO) WD**			STORAGE	**WD**							~~(0.3)~~												
	Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)																							
Select	**Inchoate: T 9553 (IS) WD**			STORAGE	**WD**							~~(0.3)~~												
	Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)																							

1 2 3 4 5 6 7 8 9

Acreage Legend: 12.25 Regular acreage ~~12.25~~ Acreage is on a canceled right (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) [12.25] Acreage has been suspended * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 14 South **Range:** 13 East **Section:** 34 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): / Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS Decree: DESCHUTES RIVER (F)			STORAGE	**WD**								~~(0.3)~~												
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**								~~(0.3)~~												
Select	**Inchoate: T 9605 CF (REG) WD** Additional Info: COID / BEND METRO PARK & REC DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**								~~(0.3)~~												
Select	**Inchoate: T 9597 CF (REG) WD** Additional Info: EAGLE CREST INC. Decree: DESCHUTES RIVER (F)			STORAGE	**WD**								~~(0.3)~~												
Select	**Inchoate: IL 734 CF (IL) *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE									0.3												
Select	**Inchoate: IL 755 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**WD**								~~0.3~~												

1 2 3 4 5 6 7 8 9

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

None

Water Rights Platcard Report

Meridian: WILLAMETTE · **Township:** 14 South · **Range:** 13 East · **Section:** 34 · **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: IL 370 CF (IL) DN** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT Decree: DESCHUTES RIVER (F)			STORAGE	**DN**								~~0.3~~												
Select	**Inchoate: T 9463 CF (ALT) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(32.5)~~	~~(22.4)~~	~~(21.6)~~	~~(30.5)~~	~~(24.37)~~	~~(21.5)~~	~~(20)~~	~~(26)~~	~~(29)~~	~~(28.3)~~	~~(32.21)~~	~~(38.29)~~	~~(25.95)~~	~~(42.2)~~	~~(19.91)~~	~~(29.96)~~	
Select	**Inchoate: T 9426 CF (ALT) WD** Additional Info: CROOK CO IMP DIST / BY COID App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(32.5)~~	~~(22.4)~~	~~(21.6)~~	~~(30.5)~~	~~(24.37)~~	~~(21.5)~~	~~(20)~~	~~(26)~~	~~(29)~~	~~(28.3)~~	~~(32.21)~~	~~(38.29)~~	~~(25.95)~~	~~(42.2)~~	~~(19.91)~~	~~(29.96)~~	
Select	**Inchoate: T 9423 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(32.5)~~	~~(22.4)~~	~~(21.6)~~	~~(30.5)~~	~~(24.37)~~	~~(21.5)~~	~~(20)~~	~~(26)~~	~~(29)~~	~~(28.3)~~	~~(32.21)~~	~~(38.29)~~	~~(25.95)~~	~~(42.2)~~	~~(19.91)~~	~~(29.96)~~	
Select	**Inchoate: T 9424 (DRO) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(32.5)~~	~~(22.4)~~	~~(21.6)~~	~~(30.5)~~	~~(24.37)~~	~~(21.5)~~	~~(20)~~	~~(26)~~	~~(29)~~	~~(28.3)~~	~~(32.21)~~	~~(38.29)~~	~~(25.95)~~	~~(42.2)~~	~~(19.91)~~	~~(29.96)~~	
Select	**Inchoate: T 9553 (IS) WD** Additional Info: BRIAN STEVENS App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(32.5)~~	~~(22.4)~~	~~(21.6)~~	~~(30.5)~~	~~(24.37)~~	~~(21.5)~~	~~(20)~~	~~(26)~~	~~(29)~~	~~(28.3)~~	~~(32.21)~~	~~(38.29)~~	~~(25.95)~~	~~(42.2)~~	~~(19.91)~~	~~(29.96)~~	

1 2 3 4 5 6 7 8 9

Acreage Legend: 12.25 Regular acreage · ~~12.25~~ Acreage is on a canceled right · (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate) · [12.25] Acreage has been suspended · * Acreage is not specified

Suppl INr
8.0 Ac, TL 2008, Hoskin

Water Rights Platcard Report

Meridian: WILLAMETTE **Township:** 14 South **Range:** 13 East **Section:** 34 **Records per Page:** 6 Search

	Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	QQ(40): Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unkown QQ
Select	**Inchoate: T 9555 (IS) WD** Additional Info: BRIAN STEVENS App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(32.5)~~	~~(22.4)~~	~~(21.6)~~	~~(30.5)~~	~~(24.37)~~	~~(21.5)~~	~~(20)~~	~~(26)~~	~~(29)~~	~~(28.3)~~	~~(32.21)~~	~~(38.29)~~	~~(25.95)~~	~~(42.2)~~	~~(19.91)~~	~~(29.96)~~	
Select	**Inchoate: T 9214 (REG) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**				~~(32.5)~~	~~(22.4)~~	~~(21.6)~~	~~(30.5)~~	~~(24.37)~~	~~(21.5)~~	~~(20)~~	~~(26)~~	~~(29)~~	~~(28.3)~~	~~(32.21)~~	~~(38.29)~~	~~(25.95)~~	~~(42.2)~~	~~(19.91)~~	~~(29.96)~~	
Select	**Cert:76714 CF *** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256 Cert: 76714	IL495, IL496, IL497, IL498, IL516, IL517, IL518, IL519, IL520, IL521, IL522, IL523, IL524, IL525, IL526, IL527, IL528, IL529, IL530, IL531, IL532, IL533, IL534, IL535, IL536, IL537, IL538, IL539, IL540, IL542, IL543, IL544, IL545, IL546, IL547, IL548, IL549, IL567, IL568, IL569, IL570, IL571, IL581, IL584, IL599, IL600, IL608, IL611, IL619, IL626, IL627, IL631, IL632, IL633, IL635, IL636, IL637,	2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)					32.5	22.4	21.6	30.5	24.37	21.5	20	26	29	28.3	32.21	38.29	25.95	32.2	19.91	29.96	

		IL638, IL639, IL640, IL641, IL645, IL368, IL369, IL370, IL372, IL373, IL374, IL375, IL376, IL377, IL378, IL379, IL380, IL381, IL382, IL383, IL384, IL385, IL386, IL387, IL388, IL389, IL390, IL391, IL392, IL393, IL394, IL395, IL396, IL397, IL398, IL399, IL400, IL401, IL402, IL403, IL404, IL405, IL406, IL414, CW32, IL464, T10390, T10389, T10429, T10506, T10510, IL651, IL654, IL675, IL677, IL678, IL679, IL772, IL773, IL435, IL436, IL437, IL438, IL439, IL440, IL441, IL442, IL446, IL447, IL449, IL450, IL451																							
Select	**Inchoate: IL 772 CF (IL) WD** Additional Info: CENTRAL OREGON IRRIGATION DISTRICT App: S13180 Permit: S23256		2/28/1913	SUPPLEMENTAL IRRIGATION (Suppl'mtl)	**WD**	~~32.5~~	~~22.4~~	~~21.6~~	~~30.5~~	~~24.37~~	~~21.5~~	~~20~~	~~26~~	~~29~~	~~28.3~~	~~32.21~~	~~30.29~~	~~25.95~~	~~42.2~~	~~19.91~~	~~29.96~~					
Select	**Inchoate: IL 370 CF (IL) DN**		2/28/1913	SUPPLEMENTAL IRRIGATION	**DN**	~~32.5~~	~~22.4~~	~~21.6~~	~~30.5~~	~~24.37~~	~~21.5~~	~~20~~	~~26~~	~~29~~	~~28.3~~	~~32.21~~	~~30.29~~	~~25.95~~	~~42.2~~	~~19.91~~	~~29.96~~					

Additional Info:
CENTRAL OREGON IRRIGATION DISTRICT
App: S13180
Permit: S23256

(Suppl'mtl)

1 2 3 4 5 6 7 8 9

Acreage Legend: 12.25 Regular acreage; ~~12.25~~ Acreage is on a canceled right; (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate); [12.25] Acreage has been suspended; * Acreage is not specified

Laura Wilke

From: Greg Kupillas [phggek@bctonline.com]
Sent: Thursday, November 13, 2008 2:56 PM
To: Laura Wilke
Subject: RE: Letter for transfer 10544

Laura:

The only thing I could find in the revised legal description that wasn't in the original one is the following statement in the first paragraph: "...and Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section Four (4)..." This is important, but does not address the whole issue. I hope that helps.

Greg

-----Original Message-----
From: Laura Wilke [mailto:snedaklk@wrd.state.or.us]
Sent: Thursday, November 13, 2008 12:58 PM
To: phggek@bctonline.com
Subject: RE: Letter for transfer 10544

Greg:

I was taking a look at the additional information provided by COID and have a question for you. For WASABI WASABI, what if anything was changed between the original legal attached to the QC and ROLI and the revised QC and ROLI? I'm not sure I see any difference between the two sets of documents.

Thanks, Laura

Laura Wilke
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

From: Greg Kupillas [mailto:phggek@bctonline.com]
Sent: Friday, October 31, 2008 5:31 PM
To: Laura Wilke
Subject: Letter for transfer 10544

Laura:

I've attached the latest request-for-info letter for your review. The letter reflects those remaining issues not resolved during our telephone meeting yesterday or from the information you provided in your recent e-mail message. Please review your files to make sure that the quitclaim deed referenced in item number 1 is actually not in your files (it is not in mine). Other than that, please let me know if you have any questions or need anything else.

Greg Kupillas, R.G., C.W.R.E.

Pacific Hydro-Geology Inc.
18477 S. Valley Vista Rd.
Mulino, OR 97042
503.632.5016

Laura Wilke

From: Greg Kupillas [phggek@bctonline.com]
Sent: Friday, December 05, 2008 4:35 PM
To: Laura Wilke
Subject: RE: T-10544 - last comments on PD

Looks good. I agree with the changes. I'm glad you caught that.

Greg

-----Original Message-----
From: Laura Wilke [mailto:snedaklk@wrd.state.or.us]
Sent: Thursday, December 04, 2008 4:26 PM
To: phggek@bctonline.com
Subject: T-10544 - last comments on PD

Greg:

I've finished a last review of the PD for T-10544 and only found one thing that we needed to change. Check out findings 18 and 19.

When looking through the affidavit materials I noticed that the delivery system had been removed previously for some parcels (probably more than five years ago) but the water right had been leased setting up beneficial use in the last five years prior to the transfer being submitted. Other parcels had their systems removed but that looks to have happened sometime within the last five years given that the evidence of use provided was something showing that the water right was being used on the property (such as the aerials).

Check out the changes I made and let me know if you have any comments. Otherwise, I think we're set to go.

Thanks, Laura

Laura Wilke
Flow Restoration Program Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

Contacts for Application T-10544

Applicant:
Deschutes River Conservancy
Attn: Zachary Tillman
700 NW Hill Street
Bend, OR 97701
Phone: (541) 382-4077 x21
Fax: (541) 382-4078
zach@deschutesriver.org

Central Oregon Irrigation District
Attn: Steve Johnson
1055 SW Lake Court
Redmond, OR 97756

Agent:
None

Receiving Landowner:
None (instream transfer)

CWRE:
None

Watermasters:
District #11, Jeremy Giffin
District #3, Robert Wood

Local and Tribal Governments:
City of Bend
City of Maupin
Deschutes County
Jefferson County
Wasco County
Confederated Tribes of the Warm Springs Reservation

Commenters:
None

Irrigation Districts:
Central Oregon Irrigation District
Attn: Steve Johnson
1055 SW Lake Court
Redmond, OR 97756

Notice of Preliminary Determination for
Water Right Transfer T-10544 (Mitigation Credit Project MP-113)

T-10544 filed by Central Oregon Irrigation District and the Deschutes River Conservancy (700 NW Hill St., Bend, OR 97701), proposes changes in place of use and character of use under Certificate 83571. The right allows the use of 1.484 cubic feet per second (cfs) (April 1 to May 1 and Oct 1 to Nov 1); 1.978 cfs (May 1 to May 15 and Sept 15 to Oct 1); and 3.664 cfs (May 15 to Sept 15) (priority dates October 31, 1900 and December 2, 1907) from a diversion (COID North Canal) in Sec. 29, T17S, R12E, W.M. (Deschutes River Basin) for irrigation in Sections 16 and 34 in T14S, R13E, W.M., and Sections 4, 5, 8, 9, 10, 17, 18, 20, 21, and 30 in T15S, R13E, W.M.. The applicant proposes to change the place of use and character of use to instream use in the Deschutes River (from COID North Canal to the Mouth), at a maximum rate of 2.020 cfs. A portion of the rights proposed for instream use are to be used to establish mitigation credits in the Deschutes Groundwater Study Area, and the remainder is to be used for restoration purposes. The applicant also proposed a cancellation of a portion of supplemental rights under Certificate 76714. The application was amended with respect to the instream rates for restoration to fully account for return flows. The Water Resources Department has concluded that the proposed transfer appears to be consistent with the requirements of ORS Chapter 540 and OAR 690-380-5000. The Department has also concluded that the proposed transfer appears to result in mitigation credits pursuant to OAR 690-521-0300 & OAR 690-521-0400.

Any person may file, jointly or severally, with the Department a protest or standing statement within 30 days after the date of final publication of notice in the Department's weekly notice or of this newspaper notice, whichever is later. A protest form and additional information on filing protests may be obtained by calling (503) 986-0881. The last date of newspaper publication is [DATE OF LAST PUBLICATION]. If no protests are filed, the Department will issue a final order consistent with the preliminary determination.

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

May __, 2008

Zach Tillman
Deschutes River Conservancy
700 NW Hill Street
Bend, Oregon 97701

Leslie Clark
Central Oregon Irrigation District
1055 SW Lake Court
Redmond, OR 97756

SUBJECT: Instream Transfer Application T-10544 / Mitigation Credit Project MP-113

Please find enclosed the Preliminary Determination indicating that, based on the information available, the Department intends to approve application T-10544. This document is an intermediate step in the approval process; water may not be used legally as proposed in the transfer application until a Final Order has been issued by the Department. Please read this entire letter carefully to determine your responsibility for additional action.

A public notice is being published in the Department's weekly publication simultaneously with issuance of the Preliminary Determination. The notice initiates a 30-day period in which any person may file either a protest opposing the decision proposed by the Department in the Preliminary Determination or a standing statement supporting the Department's decision.

Because of the change in character of use, the applicant is responsible for giving public notice of the transfer changes in a local newspaper having a general circulation in the area of the water right. The notice must be published at least once a week for three consecutive weeks. We have prepared the notice for you (enclosed). The deadline for individuals to file protests or standing statements is 30 days after the date of last publication. Please have the newspaper insert the date of last publication in the proper place. After publication, the Department needs to receive an affidavit specifying the dates the notice was published. Typically, the newspaper will prepare and mail an original *affidavit of publication* to the Department, however you will want to request specifically that they do so. The newspaper can mail the affidavit to me at the address above.

If no protest is filed, the Department will issue a Final Order consistent with the Preliminary Determination. You should receive a copy of the Final Order about 30 days after the close of the protest period.

If a protest is filed, the application may be referred to a contested case proceeding. A contested case provides an opportunity for the proponents and opponents of the decision proposed in the Preliminary Determination to present information and arguments supporting their position in a quasi-judicial proceeding.

Please do not hesitate to contact me at (503) 986-0884 if I may be of assistance.

Sincerely,

Laura Snedaker
Field Services Division

cc: District 11 Watermaster—Jeremy Giffin
District 3 Watermaster—Robert Wood

encs

STATE OF OREGON

COUNTY OF

CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

STATE OF OREGON
WATER RESOURCES DEPARTMENT

confirms the right to use the waters of the Deschutes River, a tributary of the Columbia River, to maintain instream flows for conservation, maintenance and enhancement of aquatic and fish life, wildlife, fish and wildlife habitat and other ecological values; pollution abatement; and recreation.

This right was confirmed by decree of the Circuit Court of the State of Oregon for Deschutes County. The decree is of record at Salem in the Order Record of the Water Resources Director, in Volume 12, at Page 282 and in Volume 16, at Pages 1 and 390. The date of priority is October 31, 1900.

The description of the stream reaches in which flows are to be maintained is as follows:

Reach 1: From the location of the diversion authorized previously under Certificate 83571, located approximately at:

Township		Range		Meridian	Sec	¼ ¼	Location
17	S	12	E	W.M.	29	SE NE	POD #11 (COID NORTH CANAL): 850 FEET NORTH AND 630 FEET WEST FROM THE EAST ¼ CORNER OF SECTION 29

To Lake Billy Chinook.

Reach 2: From Lake Billy Chinook to the Madras Gage.

Reach 3: From the Madras Gage to the mouth of the Deschutes River.

The amount of water to which this right is entitled is limited to an amount actually beneficially used and shall not exceed:

Reach 1:

Instream Period	April 1 through April 30 and October 1 through October 26	May 1 through May 14 and September 15 through September 30	May 15 through September 14
Instream Rate	0.818 Cubic Foot per Second (CFS)	0.1.091 CFS	0.2.020 CFS

Reach 2:

Instream Period	April 1 through April 30 and October 1 through October 26	May 1 through May 14 and September 15 through September 30	May 15 through September 14
Instream Rate	0.152 Cubic Foot per Second (CFS)	0.203 CFS	0.376 CFS

Reach 3:

Instream Period	April 1 through April 30 and October 1 through October 26	May 1 through May 14 and September 15 through September 30	May 15 through September 14
Instream Rate	0.096 Cubic Foot per Second (CFS)	0.096 CFS	0.096 CFS

This is a final order in other than a contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

or its equivalent in case of rotation during the period from April 1 through October 26 of each year.

Within the specified stream reaches, the amount of water to which this right is entitled shall not exceed the quantity of water legally available at the originally authorized diversion as adjusted for stream channel losses and gains calculated based on available data and the use of senior appropriators.

The instream right established by this transfer shall replace a portion of instream water rights established pursuant to ORS 537.341 or 537.346 and shall be in addition to instream water rights established pursuant to ORS 537.348 or 537.470, during the period April 1 through October 26 of each year, unless otherwise specified by a subsequent order establishing a new instream water right under these statutes.

This certificate is issued to confirm a change in character of use and place of use approved by an order of the Water Resources Director approving Transfer T-10544, and supersedes a portion of Certificate 83571, State Record of Water Right Certificates.

Mitigation Credit Award

Mitigation Project:	MP-113
Mitigation Credits Awarded:	[redacted]
Zone of Impact:	These mitigation credits may be used to satisfy a mitigation obligation within the Middle Deschutes Zone of Impact and/or General Zone of Impact

Each mitigation credit equals 1.0 AF of mitigation water, as determined by the Department.

The number of mitigation credits awarded is a portion of the total volume transferred instream, being 648.55 AF. The remaining balance of water dedicated to instream use, and not used to satisfy the mitigation obligation of a ground water permit (and subsequent certificate(s)), will benefit instream flows.

The mitigation credits or mitigation water established by this instream water right may be used to satisfy a mitigation obligation of a ground water permit application(s) and/or a ground water permit(s)/ certificate(s) within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules.

Mitigation credits valid until used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder.

The right to the use of the water for the above purpose is restricted to beneficial use in the place of use described and is subject to all other conditions and limitations contained in said decree.

WITNESS the signature of the Water Resources Director, affixed _____.

_____
Phillip C. Ward, Director

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

May __, 2008

Deschutes River Conservancy
Attn: Zachary Tillman
700 NW Hill Street
Bend, OR 97701

Central Oregon Irrigation District
Attn: Steve Johnson
1055 SW Lake Court
Redmond, OR 97756

SUBJECT: Instream Transfer Application T-10544 and Mitigation Credit Project MP-113

Enclosed find a draft of our Preliminary Determination regarding transfer application T-10544 / mitigation credit project MP-113. The document reflects the Department's conclusion that, based on the information currently available, the transfer will be approved. This draft is intended to provide you with an opportunity to comment on our findings and conclusions should you wish to do so. Please review the draft carefully to evaluate whether the document is consistent with your intent in seeking the transfer, and whether you agree with the proposed action.

In addition, the following information or application materials are needed to complete the review of the transfer application:

- The effective date for the title and lien report must be within 3 months of the recorded date of the quitclaim deed. The information provided with the transfer application for several of the properties does not meet this requirement. Specifically, this applies to the water rights quitclaimed by Arrowood Development, LLC (T15S, R13E, Section 17, NW NW, Tax Lots 1302, 1304, 1306, 1307, and 1308, and T15S, R13E, Section 30, NW SE, Tax Lot 600); Lorraine Hendricks (T15S, R13E, Section 18, SW SE, Tax Lots 2802 and 2809); Michael and Brenda Chilcott (T15S, R13E, Section 20, NW SE, Tax Lot 4900); and Suzanna Clarke T15S, R13E, Section 20, SE SE, Tax Lot 300). **Please provide new title and lien reports for these properties which provide ownership and lien information that was effective within three months of the quitclaim deeds.**

- The title and lien reports for several of the properties involved in the transfer identified trust deeds attached to the lands. In some cases, copies of the trust deeds were included with the application, and in other cases, the trust deeds were not provided, but we were able to obtain copies on line from Deschutes County. Several of the trust deeds reviewed included specific language that conveys interest in any water rights appurtenant to the properties to the trustee. This applies to the water rights quitclaimed by Elk Horn Development, LLC (T15S, R13E, Section 8, SE SW, Tax Lot 100); Gene Hoskin, et al. (T14S, R13E, Section 34, NE SE, Tax Lot 2008); Alterra Investments, LLC (T15S, R13E, Section 8, SE SW, Tax Lot 1100); and WASABI WASABI, LLC (T15S, R13E, Section 5, SE NE, Tax Lot 302). Authorization for the transfer will be needed from the trustees in order to demonstrate that the property owners had the authority to convey the water rights to COID when the quit claim deeds were executed. **Please provide letters from the trustees that give their authorization for the water right transfer.**

- Trust deeds identified in title and lien reports for three of the properties involved in the transfer were not included with the transfer application and could not be obtained on line from Deschutes

County. This applies to the water rights quitclaimed by Hayden Watson (T15S, R13E, Section 4, NE NE, Tax Lot 600); Lorraine Hendricks (T15S, R13E, Section 18, SW SE, Tax Lots 2802 and 2809); and Michael and Brenda Chilcott (T15S, R13E, Section 20, NW SE, Tax Lot 4900). **Please provide copies of the trust deeds associated with each of these properties. If the trust deeds include language that specifically conveys interest in the water rights to the trustees, letters will be needed from the trustees authorizing the transfer.**

- Some of the chain of ownership records provided with the transfer application listed excepted properties that were described by certain deed records, instead of by metes and bounds, partition plat numbers, or other readily verified description. In some cases, these deed records were either not included with the application, or were not available on line from Deschutes County. This applies to Arrowood Development, LLC (T15S, R13E, Section 17, NW NW, Tax Lots 1302, 1304, 1306, 1307, and 1308) and Pat Dean (T15S, R13E, Section 10, SW NW, Tax Lot 500) for exception areas included in the property legal descriptions; and George Arthur (T15S, R13E, Section 20, NW NW, Tax Lot 201) for an exception area listed in the title and lien report (Exception #9). **Please provide copies of the deeds which describe those exception areas.**

- Exhibit A of the transfer application, along with the quitclaim deed and ownership records for Prescott and Brook Rice (T15S, R13E, Section 10, NW NW, Tax Lot 205), indicate that the water rights proposed for instream transfer from this location cover only Tax Lot 205. However, the application map for this property appears to also cover Tax Lot 201. **Please provide clarification and, if necessary, a revised application map showing the correct location of the "From" lands.**

- The legal description that accompanies the quitclaim deed for Michael and Brenda Chilcott (T15S, R13E, Section 20, NW SE, Tax Lot 4900) is not consistent with the legal descriptions provided with the title and lien report and other ownership documents. It appears that the correct legal description should include the following language: "Excepting the Westerly 140.00 feet thereof." **Please provide clarification and, if necessary, a revised quit claim deed with the correct legal description for the property.**

- The legal description that accompanies both the quitclaim deed and title and lien report for the DRT Living Trust, David and Rose Noah, Trustees (T14S, R13E, Section 16, SE SW, Tax Lot 1101) is not consistent with the legal descriptions provided with the other ownership documents provided with the application or with a survey map for the Hillman subdivision obtained from Deschutes County. It appears that the property is located in Block 55 of Hillman, not Block 2 as indicated on the quit claim deed and title and lien report. **Please provide clarification and, if necessary, a revised quit claim deed and title and lien report with the correct legal description for the property.**

Because of the change in character of use, the applicant is responsible for publishing notice of the transfer in a local newspaper having a general circulation in the area of the water right. The notice must be published at least once a week for three consecutive weeks. We will provide a copy of the required notice to you upon issuance of the Preliminary Determination.

Issuance of the Preliminary Determination will occur shortly after we receive both your written response and the report of ownership and lien information. If we do not receive your response and the report by _____, 2008, a Preliminary Determination may be issued denying the application as incomplete.

Please do not hesitate to contact me at 503-986-0884 or Laura.K.Snedaker@wrd.state.or.us if you have questions or if I may be of assistance.

Sincerely,

Laura K. Snedaker
Field Services Division

cc: Jeremy Giffin, District 11 Watermaster
Robert Wood, District 3 Watermaster
enc

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of Instream Transfer Application T-10544 and Mitigation Credit Project MP-113, Deschutes County	)))))))	D R A F T PRELIMINARY DETERMINATION PROPOSING APPROVAL OF A CHANGE IN PLACE OF USE AND CHARACTER OF USE, PARTIAL CANCELLATION OF A SUPPLEMENTAL WATER RIGHT, AND PRELIMINARY AWARD OF MITIGATION CREDITS

Authority

ORS 540.505 to 540.580 establishes the process in which a water right holder may submit a request to transfer the point of diversion, place of use, or character of use authorized under an existing water right. OAR Chapter 690, Division 380 implements the statutes and provides the Department's procedures and criteria for evaluating transfer applications. OAR Chapter 690, Division 077 provides additional criteria for evaluating transfers to instream water rights.

ORS 540.621 establishes the process for the owner of land to which a water right is appurtenant to certify under oath that the water right, or a portion thereof, has been abandoned and to voluntarily request that it be cancelled.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Pursuant to OAR 690-521-0400 (2), any mitigation credits awarded to a mitigation project are valid until used to fulfill a mitigation obligation of a ground water use in the Deschutes Ground Water Study Area. Valid mitigation credits may be assigned by any person or recognized mitigation bank to any person or other mitigation bank. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

Applicants

CENTRAL OREGON IRRIGATION DISTRICT
1055 SW LAKE COURT
REDMOND, OR 97756

DESCHUTES RIVER CONSERVANCY
700 NW HILL STREET
BEND, OR 97701

Pursuant to OAR 690-380-4030, any person may file a protest or standing statement within 30 days after the last date of publication of notice of this preliminary determination.

Findings of Fact

Background

1. On February 22, 2008, the Central Oregon Irrigation District (COID) and Deschutes River Conservancy (DRC) filed an application to change the place of use and character of use under Certificate 83571 to instream use. The Department assigned the application number T-10544.

2. That portion of the right to be transferred is as follows:

Certificate: 83571 in the name of Central Oregon Irrigation District
Use: Irrigation of 118.99 acres
Priority Date: October 31, 1900 and December 2, 1907
Season of Use: April 1 through October 31, further limited as follows:
April 1 through April 30 & October 1 through October 31 described herein as Season 1
May 1 through May 14 & September 16 through September 30 described herein as Season 2
May 15 through September 15 described herein as Season 3
Maximum Quantity (Rate) that can be applied to an acre:
Season 1: limited to 1/80th cubic foot per second (CFS) per acre
Season 2: limited to 1/60th CFS per acre
Season 3: limited to 1/32.4th CFS per acre
Maximum Duty that can be applied to an acre:
Not to exceed 9.91 acre-feet (AF) per acre per year.
The above listed rates and duty reflect allowance of a 45% transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Those lands not served from the district main canal systems, but by direct pumping from the Deschutes River, are not allowed the 45% transmission loss.
Source: The Deschutes River, tributary to the Columbia River
Authorized Point of Diversion (POD):

Township		Range		Meridian	Sec	¼ ¼		Survey Coordinates
17	S	12	E	W.M.	29	SE	NE	POD #11 (COID NORTH CANAL): 850 FEET NORTH AND 630 FEET WEST FROM THE EAST ¼ CORNER OF SECTION 29

Authorized Places of Use:

Township		Range		Meridian	Sec	¼ ¼		Acres
14	S	13	E	WM	16	SE	SW	0.24
14	S	13	E	WM	34	NE	SE	8.00
15	S	13	E	WM	4	NE	NE	5.00
15	S	13	E	WM	5	SE	NE	4.50
15	S	13	E	WM	5	NW	SW	30.20

Township		Range		Meridian	Sec	¼	¼	Acres
15	S	13	E	WM	5	SW	SE	3.77
15	S	13	E	WM	8	SW	SW	0.90
15	S	13	E	WM	8	SE	SW	19.62
15	S	13	E	WM	8	SW	SE	4.50
15	S	13	E	WM	9	NW	NW	2.00
15	S	13	E	WM	9	NE	SE	2.40
15	S	13	E	WM	10	SW	NW	5.40
15	S	13	E	WM	17	NW	NW	14.70
15	S	13	E	WM	18	SW	SE	4.00
15	S	13	E	WM	20	NW	NW	4.40
15	S	13	E	WM	20	NW	SE	0.18
15	S	13	E	WM	20	SE	SE	0.63
15	S	13	E	WM	21	SW	NW	0.50
15	S	13	E	WM	30	NW	SE	8.05

3. Certificate 83571 is a deficient water right. If water were diverted simultaneously to all authorized lands and uses described in the right at the maximum rates and duty allowed (described in Finding of Fact #2), the total rate and duty for the water right would be exceeded. In the event water were diverted simultaneously to all authorized lands and uses described in the right at the maximum rates and duty allowed at the POD (described in Finding of Fact #2), the portion of the right involved in this transfer would be limited as described in the tables below. These rates and duty are also the quantities by which Certificate 83571 shall be reduced, if this transfer is approved.

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	1.484 CFS	1.978 CFS	2.616 CFS	1,176.27
December 2, 1907			1.048 CFS	AF

4. A total of 648.55 AF of water, excluding transmission losses, may be beneficially used annually for primary irrigation under the portion of existing Certificate 83571 proposed for transfer.

5. Supplemental right, Certificate 76714, is appurtenant to the same lands from which the primary right under Certificate 83571 is proposed to be transferred to instream use. The applicant has requested that the affected portion of Certificate 76714 be cancelled upon issuance of the Final Order approving T-10544.

6. The applicants are not the owners of the lands to which the water right described in Finding of Fact #2 is appurtenant. However, water right conveyance agreements have been completed and interest in the water rights has been conveyed to COID from each landowner described in the table below. The portion of this right to be transferred was appurtenant to lands owned by the identified land landowners at the time interest in the water right was conveyed through a Quit Claim, a water right conveyance agreement.

Landowner	Water Right Interest Holder	T	R	Sec	¼ ¼	Current Tax Lot
J. Pat and Carolyn Horton, Jayne I. Heyne, and Tyler Fitzsimons	COID	15S	13E	5	NW SW	901
Arrowood Development, LLC	COID	15S	13E	30	NW SE	600
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1302
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1304
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1306
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1307
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1308
Elk Horn Development, LLC	COID	15S	13E	8	SE SW	100
George A. and Jennifer Arthur	COID	15S	13E	20	NW NW	201
Pat C. Dean, Trustee, or successor in trust, under The Pat C. Dean Revocable Living Trust, dated March 15, 2005	COID	15S	13E	10	SW NW	500
Gene W. and Judy R. Hoskin, Grant and Julie Hoskin, and Shannon and Tara Townsend	COID	14S	13E	34	NE SE	2008
Havnip Investment, LLC	COID	15S	13E	8	SW SE	2200
Duane and Kristeen M. Whipple	COID	15S	13E	5	SW SE	1103
Prescott S. and Brook L. Rice	COID	15S	13E	9	NW NW	205
Hayden H. Watson	COID	15S	13E	4	NE NE	600
Lorraine Hendricks	COID	15S	13E	18	SW SE	2802
Lorraine Hendricks	COID	15S	13E	18	SW SE	2809
Alterra Investments LLC	COID	15S	13E	8	SE SW	1100
A & M Ventures, LLC	COID	15S	13E	9	NE SE	800
Michael R. and Brenda L. Chilcott	COID	15S	13E	20	NW SE	4900
Samuel E. Blackwell, Jr.	COID	15S	13E	21	SW NW	200
Samuel E. Blackwell, Jr.	COID	15S	13E	21	SW NW	300
The DRT Living Trust, UTD August 31, 2005, David L. and Rose M. Noah, Trustees	COID	14S	13E	16	SE SW	1101
Richard A. and Judith L. Scorza	COID	15S	13E	30	NW SE	701
Charles and Dana Garner	COID	15S	13E	8	SW SW	802
WASABI WASABI, LLC	COID	15S	13E	5	SE NE	302
Suzanna F. Clarke	COID	15S	13E	20	SE SE	300

7. Application T-10544 proposes to change the character of use to instream use for fish and wildlife habitat enhancement; recreation; and pollution abatement.

8. Application T-10544 also proposes to use 96.85 acres of the lands proposed for instream transfer (described in Finding of Fact #2) for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area, and to use the remaining 22.14 acres for restoration purposes.

9. Application T-10544 proposes to change the place of use of the right to create the following instream reaches:

Reach 1: From COID North Canal POD #11 (described in Finding of Fact #2) to Lake Billy Chinook (RM 120) for establishing mitigation credits.

Reach 2: From Lake Billy Chinook (RM 120) to the mouth (RM 0) for stream restoration.

10. The applicant proposes the quantities of water to be transferred and protected instream be as follows:

Reach 1: POD #11 to Lake Billy Chinook (RM 120)

Certificate	Priority Date	Rate Instream	Volume Instream
83571	October 31, 1900	Season 1: 0.818 CFS Season 2: 1.091 CFS Season 3: 2.020 CFS	648.55 AF

Reach 2: Lake Billy Chinook (RM 120) to Mouth (RM 0)

Certificate	Priority Date	Rate Instream	Volume Instream
83571	October 31, 1900	Season 1: 0.10 CFS Season 2: 0.10 CFS Season 3: 0.10 CFS	39.85 AF

11. There are existing instream water rights within the same reach as that proposed for the new instream water right. All of the existing instream water rights were established under ORS 537.348, the instream transfer process, and ORS 537.470, the allocation of conserved water process. There is a pending instream water right application, filed by the Oregon Department of Fish and Wildlife (ODFW) pursuant to ORS 537.341 to establish an instream water right from POD #11 to Lake Billy Chinook, which if approved will have a priority date of September 19, 1990.

12. The applicant proposes that any instream water right established as a result of this instream transfer to be additive to existing instream water rights for the same reach established pursuant to ORS 537.348 (instream transfer process) and ORS 537.470 (allocation of conserved water process). The applicant also proposes that any instream water right established as a result of this instream transfer replace a portion of any existing instream rights established pursuant to ORS 537.346 (minimum streamflow conversion) and ORS 537.341 (state agency instream application process), with an earlier priority date.

13. The applicant has requested to protect water instream under the October 31, 1900, priority date. Water is diverted at the point of diversion during Season 3 under both the 1900 and 1907 priority dates. The quantity of water diverted under the 1907 priority date during Season 3 makes up a balance of water allowed by the decree for transmission losses. Transmission losses account for 45% of the water diverted at the point of diversion and are not transferable to instream use. The quantities of water proposed by the applicant to be transferred instream, as described in Finding of Fact #10, do not include the 45%

transmission loss. The Department finds that water may be protected instream solely under the 1900 priority date.

14. The applicant has provided notification of the proposed action to the Cities of Bend and Maupin; Deschutes, Jefferson, and Wasco Counties; and the Confederated Tribes of the Warms Springs Reservation. Additionally, the Department has provided notification of the proposed action to these local governments upon receipt of Transfer Application T-10544: _____.

15. Notice of the application for transfer was published on March 11, 2008, pursuant to ORS 540.520 and OAR 690-380-4000. No comments were filed in response to the notice.

16. On _____, 2008, the Department mailed a copy of the draft Preliminary Determination proposing to approve Transfer Application T-10544 to the applicants. The cover letter for the draft Preliminary Determination set forth a deadline of _____, 2008, for the applicants to respond and provide additional information necessary to complete and clarify the application. The additional information requested by the Department was received on _____, 2008. On _____, 2008, the applicants concurred with the draft Preliminary Determination and requested that the Department proceed with issuance of a Preliminary Determination.

Instream Transfer Review Criteria (OAR 690-77-0075 and 690-380-4010

17. Water has been used within the last five years according to the terms and conditions of the rights, and there is no information in the record that would demonstrate that the rights are subject to forfeiture under ORS 540.610.

18. A diversion structure and ditch sufficient to use the full amount of water allowed under the existing right were present within the five-year period prior to submittal of Application T-10544.

19. The period during which water is requested to be protected instream requires modification to prevent injury and enlargement. At the full rates and duty allowed by the water right to be transferred instream, water may be protected instream for a period of 209 days, which appears to be consistent with the period requested by the applicant.

20. The proposed instream use requires modification to take into account return flows. The quantities requested to be protected instream in Reach #2, as described in Finding of Fact #10, account for return flows. However, existing information suggests that return flows from irrigation of the lands proposed for transfer would enter the Deschutes River in the vicinity of the Madras Gage, which is located downstream from Lake Billy Chinook (RM 120). Thus return flows below Lake Billy Chinook are available to junior users and cannot be protected instream without injury and enlargement. The original Reach #2 proposed to account for return flows higher on the system than needed.

21. Based on the previous Finding of Fact, on _____, 2008, the applicants agreed to modify the quantities to be transferred and protected instream as follows:

Reach 1 (Mitigation): COID North Canal POD #11 (as described in Finding of Fact #2) to Lake Billy Chinook (RM 120)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.818 CFS	648.55 AF
		Season 2	1.091 CFS	
		Season 3	2.020 CFS	

Reach 2 (Restoration): Lake Billy Chinook (RM 120) to Madras Gage

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.152 CFS	120.67 AF
		Season 2	0.203 CFS	
		Season 3	0.376 CFS	

Reach 3 (Restoration): Madras Gage to Mouth (RM 0)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.096 CFS	39.85 AF
		Season 2	0.096 CFS	
		Season 3	0.096 CFS	

22. The proposed change, as modified, would not result in enlargement of the right.

23. The proposed change, as modified, would not result in injury to other water rights.

24. The amount and timing of the proposed instream flow are allowable within the limits and use of the original water right.

25. The protection of flows within the proposed reach is appropriate, considering:

    (a) The instream water right begins at the recorded point of diversion;

    (b) The location of confluences with other streams downstream of the point of diversion;

    (c) There are no known areas of natural loss of streamflow to the river bed downstream from the point of diversion; and

    (d) Any return flows resulting from the exercise of the existing water right would re-enter the river within the proposed reach and have been accounted for in Reach #3.

26. Within the proposed reach, the Deschutes River is a designated State Scenic Waterway. The protection of flows necessary to maintain the free flowing character of the Deschutes River for fish and wildlife habitat, and recreation is a matter of statutory policy. Within the reach proposed by the applicant, there are several existing instream water rights, which include the use of water for fish habitat, aquatic life, recreation, aesthetics, and minimizing pollution. There is also a pending instream water right application filed by ODFW for anadromous and resident fish rearing. In addition to flows for the designated Scenic Waterway and the pending instream water right application, which are at times not met during the requested period for instream protection, this segment of the Deschutes River is also on the Oregon Department of Environmental Quality's (DEQ) 303d list of water quality limited streams for temperature and pH.

27. By adding to other water rights leased or transferred instream at the same location, or created through the conserved water statutes, the instream right will provide protection for additional streamflows necessary for conservation, maintenance and enhancement of aquatic and fish life, fish and wildlife habitat and other ecological values; recreation; and pollution abatement.

28. By replacing a portion of instream rights created at the request of state agencies or under the minimum streamflow conversion process, the instream right will provide protection for streamflows previously identified as necessary for conservation, maintenance and enhancement of aquatic and fish life, fish and wildlife habitat and other ecological values; recreation; and pollution abatement under earlier priority dates.

29. During the period April 1 through October 26 any instream water right established by this transfer application may replace a portion of instream water rights established pursuant to ORS 537.341 or 537.346 and be in addition to instream water rights established pursuant to ORS 537.348 or 537.470 unless otherwise specified by an order approving a new instream water right under these statutes.

30. The total monthly quantities of water to be protected under the proposed instream right, in addition to the existing instream water rights, within the proposed reach will provide for a beneficial purpose and do not exceed the estimated average natural flow.

Partial Cancellation of a Water Right

31. There is an existing supplemental right, Certificate 76714, appurtenant to the portion of lands on which Certificate 83571 is proposed for transfer to instream use. The applicant has not submitted an affidavit certifying that the affected portions under Certificate 76714 have been abandoned. The applicant has requested that affected portions of the supplemental water rights under Certificate 76714 be cancelled upon issuance of the Final Order approving T-10544. The portion of Certificate 76714 to be cancelled has been quit claimed to COID.

32. That portion of the supplemental water right to be cancelled is as follows:
Certificate: 76714 in the name of Central Oregon Irrigation District

Use: Supplemental Irrigation of 118.99 acres
Priority Date: February 28, 1913
Source: Crane Prairie Reservoir, constructed under permit R-1687, tributary to the Deschutes River

Authorized PODs:

Township		Range		Meridian	Sec	¼ ¼		Survey Coordinates
21	S	8	E	W.M.	17	NE	NE	CRANE PRAIRIE RESERVOIR DAM
17	S	12	E	W.M.	29	SE	NE	POD #11 (COID NORTH CANAL): 850 FEET NORTH AND 630 FEET EAST FROM THE NORTH ¼ CORNER OF SECTION 29

Authorized Places of Use:

Township		Range		Meridian	Sec	¼ ¼		Acres
14	S	13	E	WM	16	SE	SW	0.24
14	S	13	E	WM	34	NE	SE	8.00
15	S	13	E	WM	4	NE	NE	5.00
15	S	13	E	WM	5	SE	NE	4.50
15	S	13	E	WM	5	NW	SW	30.20
15	S	13	E	WM	5	SW	SE	3.77
15	S	13	E	WM	8	SW	SW	0.90
15	S	13	E	WM	8	SE	SW	19.62
15	S	13	E	WM	8	SW	SE	4.50
15	S	13	E	WM	9	NW	NW	2.00
15	S	13	E	WM	9	NE	SE	2.40
15	S	13	E	WM	10	SW	NW	5.40
15	S	13	E	WM	17	NW	NW	14.70
15	S	13	E	WM	18	SW	SE	4.00
15	S	13	E	WM	20	NW	NW	4.40
15	S	13	E	WM	20	NW	SE	0.18
15	S	13	E	WM	20	SE	SE	0.63
15	S	13	E	WM	21	SW	NW	0.50
15	S	13	E	WM	30	NW	SE	8.05

33. The Department has information that POD #11 (COID North Canal) described in Certificates 83571 and 76714 is the same diversion point. The location coordinates described in Certificate 76714 contain errors. The location coordinates should be:

Township		Range		Meridian	Sec	¼ ¼		Survey Coordinates
17	S	12	E	W.M.	29	SE	NE	POD # 11 (COID NORTH CANAL): 850 FEET NORTH & 630 FEET WEST FROM THE EAST ¼ CORNER OF SECTION 29

Preliminary Award of Deschutes Basin Mitigation Credits

34. COID and the DRC (the Applicant) have requested that a portion of this instream transfer application be used to establish mitigation credits in the Deschutes Ground Water Study Area. The Applicant has requested that any mitigation credits generated from this project be assigned to COID and the DRC.

35. The Department assigned this mitigation credit project number MP-___.

36. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6) on _____, 2008. No comments were received in response to this notice.

37. The Department consulted with representatives from ODFW, DEQ, Oregon Parks and Recreation Department (OPRD), Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2) on _____, 2008. Comments were received from ODFW and OPRD. ODFW identified that this project will provide effective instream protection of flows during the irrigation season and also identified, along with general comments on the mitigation program, that instream flow protection is needed during the months outside of the irrigation season. OPRD identified that this instream transfer will enhance aesthetics and add water needed for recreation (boating opportunities). OPRD deferred to ODFW for appropriate timing of when flows should be protected instream.

38. The Department is unable to expand the period during which instream flows may be protected outside of the irrigation season, as recommended by ODFW, without causing injury to other water rights. The shaping proposed by the instream transfer application does protect water instream over almost the entire irrigation season at the maximum rates possible. Therefore, no modifications were made to the proposed instream period upon comments received.

39. The proposed transfer of 39.58 acres of irrigation use to instream use will provide 71.2 acre-feet of mitigation water. Therefore, 71.2 mitigation credits (1.0 mitigation credit = 1.0 AF of mitigation water) may be awarded to this mitigation credit project and assigned to COID and the DRC. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the Middle Deschutes and/or General Zones of Impact.

40. A total of _____ AF is proposed to be transferred to instream use and ____ AF of that, as identified above, may be used for mitigation purposes. The amount of water transferred instream and not used for mitigation purposes will benefit instream flow.

41. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of a certificate(s) for the proposed instream water right shall result in completion of the project and verification that the project is complete. Mitigation credits may become valid the first calendar year that water is protected instream as a result of this transfer.

42. Mitigation credits awarded to this mitigation credit project will be valid beginning the first calendar year that water will be protected instream under any new instream water right created as a result of this instream transfer application.

Determination and Proposed Action

The changes in character of use and place of use to instream use proposed in application T-10544 appear to be consistent with the requirements of ORS 540.505 to 540.580, ORS 537.348, OAR 690-380-5000, and OAR 690-077-0075 and the abandoned portion of the right should be cancelled. If protests are not filed pursuant to OAR 690-380-4030, the application will be approved and the abandoned portion of the right will be cancelled.

This mitigation project appears to result in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

If application T-10544 is approved, the final order will include the following:

1. *The changes in character of use and place of use to instream use proposed in application T-10544 are approved. The portion of the right that has been abandoned is cancelled.*

2. *Water Right Certificate 83571 is modified. A new certificate confirming the instream water right shall be issued. The Department shall issue a new water right certificate to supersede Certificate 83571 on a determination that it is necessary to produce a certificate to confirm that portion of the right not involved in this transfer. Approval of this transfer shall reduce the amount of water lawfully available under the remaining portion of Certificate 83571 by the following:*

Priority Date	*Season 1*	*Season 2*	*Season 3*	*Duty*
October 31, 1900	*1.484 CFS*	*1.978 CFS*	*2.616 CFS*	*1,176.27 AF*
December 2, 1907			*1.048 CFS*	

3. *The portion of Certificate 76714 that has been abandoned is cancelled. Water right certificate 76714 is modified. The Department shall issue a new water right certificate on a determination that it is necessary to produce a certificate to confirm that portion of the water right not affected by the cancellation described in Finding of Fact #32. Modification of this supplemental water right shall reduce by 118.99 acres the number of acres to which stored water may be applied for supplemental irrigation under the right.*

4. *The instream water right shall provide for the protection of streamflows for conservation, maintenance and enhancement of aquatic and fish life, wildlife, fish and wildlife habitat and other ecological values; pollution abatement; and recreation in the Deschutes River as follows:*

Reach 1: from COID North Canal POD #11 (as described in Finding of Fact #2) to Lake Billy Chinook (RM 120).

Priority Date	Period Protected Instream	Instream Rate	Instream Volume
October 31, 1900	April 1 through April 30 and October 1 through October 26	0.818 CFS	648.55 AF
	May 1 through May 14 and September 15 through September 30	1.091 CFS	
	May 15 through September 14	2.020 CFS	

Reach 2: from Lake Billy Chinook (RM 120 to the Madras Gage .

Priority Date	Period Protected Instream	Instream Rate	Instream Volume
October 31, 1900	April 1 through April 30 and October 1 through October 26	0.152 CFS	120.67 AF
	May 1 through May 14 and September 15 through September 30	0.203 CFS	
	May 15 through September 14	0.376 CFS	

Reach 3: from the Madras Gage to the Mouth (RM 0) .

Priority Date	Period Protected Instream	Instream Rate	Instream Volume
October 31, 1900	April 1 through April 30 and October 1 through October 26	0.096 CFS	39.85 AF
	May 1 through May 14 and September 15 through September 30	0.096 CFS	
	May 15 through September 14	0.096 CFS	

5. *Water rights upstream of the original point of diversion shall not be subject to regulation for flows in excess of the quantities to which this instream water right is entitled at the original point of diversion.*

6. *Within the specified stream reach, the amount of water to which this right is entitled shall not exceed the quantity of water legally available at the original point of diversion.*

7. *The instream right established by this transfer shall replace a portion of instream water rights established pursuant to ORS 537.341 or 537.346 and be in addition to instream water rights established pursuant to ORS 537.348 or 537.470 unless otherwise specified by an order approving a new instream water right under these statutes.*

8. *The right to the use of the water is restricted to beneficial use at the place of use described, and is subject to other conditions and limitations as may be germane to instream rights, that are contained in Certificate 83571 and any related decree.*

9. *The former place of use of the transferred water shall no longer receive water as part of these rights.*

10. ***Preliminary Award of Mitigation Credits:*** *Final Award of Mitigation Credits may be made upon completion of the project and verification by the Department that the project has been completed as proposed. Issuance of a new instream water right certificate, as described herein, will result in completion of the project and verification by the Department that the*

project is complete. If completed as proposed, mitigation credits, in the amount of ____ credits, as described herein, may be awarded to this mitigation project and assigned to COID and the DRC. Mitigation credits awarded may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the ***Middle Deschutes and General Zones of Impact****. The awarded mitigation credits are valid beginning the first calendar year that water will be protected instream under the new instream water right.*

11. *Mitigation credits are valid until used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.*

12. *The instream certificate created as a result of the approval of this transfer shall be identified as a mitigation credit project. Within each instream certificate, the number of mitigation credits, the zone of impact in which the mitigation credits were generated and may be used, and the volume of water dedicated instream solely for instream benefits shall also be specified.*

Dated at Salem, Oregon this _____ day of December, 2007.

_____
Phillip C. Ward, Director

This Preliminary Determination was prepared by a Reimbursement Authority contractor. If you have questions about the information in this document, you may reach Laura Snedaker at 503-986-0884 or Laura.K.Snedaker@wrd.state.or.us.

Protests should be addressed to the attention of Field Services Division, Water Resources Department, 725 Summer St. NE, Suite A, Salem, OR 97301-1266.

Laura Snedaker

From: Laura Snedaker
Sent: Tuesday, July 22, 2008 2:38 PM
To: 'phggek@bctonline.com'
Cc: Dorothy Pedersen
Subject: RE: DRC/COID Transfer 10544 - with attachments
Attachments: 10544-dpd-cover-iswr-MP113-RA.doc; 10544-dpd-approve-iswr-MP113-RA(6-13-2008).doc

Greg:

I reviewed your notes and the revised draft of the DPD cover letter. I made a few tweaks to the cover letter (highlighted in yellow). I also added a paragraph I realized we needed. I've attached a copy of the draft PD and the DPD cover letter so you can see where things are. I've made some tweaks also to the DPD based upon return flow information. I'm still awaiting some confirmation as to where return flows come back into the system considering the reach so the DPD contains alternative findings highlighted in yellow.

Are there any questions that you had still hanging out there? Is there any additional review work that needed to be done on the transfer? It looks like we've got it but wanted to confirm with you. If all is done, then the next step would be peer review of the DPD. Due to the size of the transfer, I'm planning to have this peer reviewed internally before we mail it off to the applicant.

To get that done, we would need your review materials (notes, marked up copy of the application and application materials, and any other materials (including copies of documents you obtained on line from our web site or Deschutes County) you used to review the application and produce the DPD. Please send me the originals or a copy of these materials (if you need to keep them for now).

Give me a call if any questions.

Thanks!
Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

From: Greg Kupillas [mailto:phggek@bctonline.com]
Sent: Friday, June 20, 2008 3:23 PM
To: Dorothy Pedersen
Cc: Laura Snedaker
Subject: FW: DRC/COID Transfer 10544

Dorothy:

Please see my responses below to comments provided by Laura Snedaker in her June 4, 2008 e-mail. I have also attached the revised dpd cover letter. Please let me know if you have any questions or need additional information.

Greg Kupillas, R.G., C.W.R.E.

Pacific Hydro-Geology Inc.
18477 S. Valley Vista Rd.
Mulino, OR 97042
503.632.5016
-----Original Message-----
From: Laura Snedaker [mailto:snedaklk@wrd.state.or.us]
Sent: Wednesday, June 04, 2008 11:52 AM
To: phggek@bctonline.com
Subject: RE: DRC/COID Transfer 10544

Greg:

See comments in green below on your specific questions. I also noted the following:

Trust deeds in general – when looking up the trust deeds on the Deschutes County website also check for satisfying documents. These associated deeds might be noted at the bottom of the information screen on a specific deed. I'm guessing you're already doing this but thought I would mention just in case. If questions, please give me a call.

Yes, I originally assumed that the County did not provide copies on line for documents dated prior to 1985, because they say so somewhere on their website. But now I find that many of these records can indeed be accessed, and I was able to resolve many of the issues concerning the trust deeds and eliminate some of the questions raised in my initial draft of the dpd cover letter.

Application maps in general – are you checking to see whether the maps match up with certificate 83571 in terms of the balance between the amounts proposed for transfer and the number of acres identified as remaining? If not, this should be checked and if the acres don't balance look at other transfers, cancellations, or other actions in the same quarter quarter since 83571 was issued that might have affected the number of acres (up or down). And if no apparent action that affected that quarter quarter, ask questions of the District to clarify the remaining acres.

I have compared the application maps with the acreages listed in C83571, and re-reviewed all of the "actions" listed on Laura's May 9, 2008 e-mail message to see if any of the discrepancies are explained by recent transfers or other actions. I have revised the dpd cover letter to address any outstanding discrepancies.

I checked one map at random, the Scorza map, and found that Cert 83571 shows 20.8 acres but the map only shows a total of 17.35 acres. Are there actions that occurred since the cert was issued that affected the number of acres in this quarter quarter?

This discrepancy is resolved by T-10224.

Affidavit of use – did the applicant include all supporting documentation identified in the affidavit? Do we have all needed information? Do the leases identified cover all of the acres of irrigation requested for transfer?

The applicant did not provide copies of all previous instream leases listed as supporting documentation, but I was able to obtain the information I needed. The leases, along with aerial photos, appear to cover all of the acres of irrigation requested for transfer.

Are any of the leases still in effect? No.

Arrowood – Does the legal description provided between the deeds, ROLI, and QC match up and also seem to align with the area shown on the application map proposed for transfer? Yes

Elk Horn – no concern on 7/3/2003 trust deed since this was associated with a previous landowner prior to the sale of the property to Elk Horn. OK.

Arthur – you can get a copy of the Improvement Agreement from the county website. Just enter the book and page number in the appropriate spot on the inquiry screen. For example, 351-948 in the book page entry spot. OK. I got it.

Arthur – does the affidavit of use cover lot 204 – is this part of the transfer? No and No.

Pat Dean – you can get a copy of the deed from the county website – see note under Arthur. OK. I got it.

Havnip - Does the legal description provided between the deeds, ROLI, and QC match up and also seem to align with the area shown on the application map proposed for transfer? Yes.

Rice – Definitely need to ask for clarification on lot 201. I also noted that the Affidavit of use didn't appear to include lot 201. Yes. This is included in the dpd cover letter.

Watson – on the trust deed check out document 321-1590 and then 2006-039712 on the county website. It appears that this trust deed has been satisfied and is no longer an issue of concern. Generally handwritten notes are not sufficient documentation. So I dug a little on the county website to see what could be found. OK.

Hendricks - Does the legal description provided between the deeds, ROLI, and QC match up and also seem to align with the area shown on the application map proposed for transfer? Yes.

Altera – I wrote a note to ask whether the property description in the QC match that provided in the ROLI. Yes, it does.

DPD cover letter – looks good – feel free to make any additions or changes based on the information provided above and below (in green). Will do.

DPD – I made a few edits on the draft of the DPD. Take a look. I wasn't sure but it looked like you may have used an example DPD as the base for your DPD document. When creating a new DPD please use the blank template provided by the Department. That document contains marcros that are most helpful to creation of succeeding documents (PD and FO). The reason I used an existing dpd as my template instead of the blank template provided is because, compared with the existing dpd, the blank template requires a lot more work and time to use for preparing one of these Deschutes River instream transfer dpds. Could I suggest that the Department develop a better blank template for these types of transfers?

Mitigation – need clarification from the applicant as to which party the credits are to be assigned. DRC or COID or both. OK. This will be included in the dpd cover letter.

Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

From: Greg Kupillas [mailto:phggek@bctonline.com]
Sent: Monday, May 19, 2008 4:18 PM
To: Laura Snedaker
Subject: DRC/COID Transfer 10544

Laura:

At long last, I am sending you the electronic deliverables for the subject transfer. In addition to the issues I have included in the dpd cover letter, I have a number of questions and issues to discuss with you, some of which may affect the dpd cover letter, depending on your response.

1. Some of the deed records I'd like to research are dated prior to 1985, and these seem to be unavailable for

review on Deschutes County's website. Do you know of any other way to get these records on line?

There might be a way to get these on-line. From the county clerk page did you try entering the book and page number? This can be entered as 351-948, for example, where 351 is the book number and 948 is the page number. If this needs further clarification, give me a call and I can walk you through. Yes. This works.

2. Are we concerned only with trust deeds that specifically name water rights among those things that are being conveyed to the trustee, or is there other language that could be interpreted to include water rights that we should be looking out for?

In this case, we're only concerned with those trust deeds that call out the water rights specifically. OK, good.

3. A couple of the ROLIs provided with the application included language in the list of exceptions such as "Regulations, including levies, liens, assessments, water and irrigation rights and easements for ditches and canals of the COID." (See ROLIs for Elk Horn Development and George and Jennifer Arthur.) I do not understand the implications of such language in a ROLI. Can you clarify?

This is pretty standard boiler plate language for properties located within organized irrigation districts. I believe that it just means that the landowner is subject to irrigation district requirements as they apply to their particular property, for example, if a canal runs or ditch runs through the property. I won't worry about it then.

4. The ownership information provided for Whipple included escrow (payoff) documents in lieu of a ROLI. I am uncertain if these payoff statements are sufficient and can serve in lieu of a ROLI. Please advise.

Nope, need a ROLI. I will include this in the dpd cover letter.

On the trust deeds, it looks like these were all satisfied. Check out 2004-17107 and 2006-22771. OK, looks good.

5. In the quitclaim deed and other ownership information for Lorraine Hendricks, the legal description includes an exception area described as "Except any portion lying within the right of way of Whitted Market Road." I suspect that the Whitted Market Road is now known as Helmholtz way, the road that borders the Western boundary of the subject property. However, I haven't been able to find any information on line to verify this. Is this something you think we need to pursue further, or is it safe to assume that they were talking about what is now Helmholtz way?

Probably would be good to get some clarification here. I tried poking around the Deschutes County website. They have a spot for road research. Here's the link – maybe it might work better for you: http://www.deschutes.org/go/objectid/A444EE0E-BDBD-57C1-920330E87A645D22/index.cfm&flushcache=1&showDraft=1

If you can't find something, I think we should ask for documentation showing the change in name. I agree that Whitted Market Road is probably now Helmholtz Way but there's probably something they could get confirming the name change. I finally got confirmation by calling the road department.

6. In the quitclaim deed and other ownership information for WASABI WASABI, LLC, the legal descriptions appear to be describing the same property, but they vary slightly in the dimensions of the main rectangular area. I wasn't sure whether or not this was an issue that we needed to get some clarification on. Please advise.

Yeah, I looked at the legals and they do seem to be slightly off in the ROLI and the QC. And it's weird cause the map provided with the ROLI matches up with the legal in the deed. I would suggest asking for clarification on the legal, and if necessary, a corrected ROLI and QC. This will be included in the dpd cover letter.

7. Exhibit D of the transfer application includes a statement regarding cancellation of supplemental rights under C76714 that I don't understand. It is not clear to me if this statement has any impact on the cancellation of these rights as described in the dpd. Please advise.

This is their standard statement indicating their interest in cancelling the supplemental right. It should not impact how the cancellation is described in the DPD. They are simply acknowledging that it will be cancelled as part of our process and that the result of the cancellation will be the reduction in the number of acres that may be irrigated under the supplemental right and not impact the volume of water that may be diverted under the supplemental right. Roger.

Along with the electronic deliverables, I have also included an excel spreadsheet that lists and describes the QC and ownership information and any issues or deficiencies I identified. I think this information will help you with your review.

Please let me now if you need anything else.

Regards,

Greg Kupillas, R.G., C.W.R.E.

Pacific Hydro-Geology Inc.
18477 S. Valley Vista Rd.
Mulino, OR 97042
503.632.5016

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

May __, 2008

Deschutes River Conservancy
Attn: Zachary Tillman
700 NW Hill Street
Bend, OR 97701

Central Oregon Irrigation District
Attn: Steve Johnson
1055 SW Lake Court
Redmond, OR 97756

SUBJECT: Instream Transfer Application T-10544 and Mitigation Credit Project MP-113

Enclosed find a draft of our Preliminary Determination regarding transfer application T-10544 / mitigation credit project MP-113. The document reflects the Department's conclusion that, based on the information currently available, the transfer will be approved. This draft is intended to provide you with an opportunity to comment on our findings and conclusions should you wish to do so. Please review the draft carefully to evaluate whether the document is consistent with your intent in seeking the transfer, and whether you agree with the proposed action.

In addition, the following information or application materials are needed to complete the review of the transfer application:

- For the portion of the water right proposed for transfer that has been been conveyed from the original landowners, the effective date for the report of title and lien information (ROLI) must be within 3 months of the recorded date of the quitclaim deed. The information provided with the transfer application for several of the properties does not meet this requirement. Specifically, this applies to the water rights quitclaimed by Arrowood Development, LLC (T15S, R13E, Section 17, NW NW, Tax Lots 1302, 1304, 1306, 1307, and 1308, and T15S, R13E, Section 30, NW SE, Tax Lot 600); Lorraine Hendricks (T15S, R13E, Section 18, SW SE, Tax Lots 2802 and 2809); Michael and Brenda Chilcott (T15S, R13E, Section 20, NW SE, Tax Lot 4900); and Suzanna Clarke T15S, R13E, Section 20, SE SE, Tax Lot 300). **Please provide new ROLI reports for these properties which provide ownership and lien information at the time the water right was originally quit claimed.**

- The ownership records provided in the transfer application for Duane Whipple did not include a ROLI. **Please provide a ROLI report for this property which provides ownership and lien information at the time the water right was originally quit claimed.**

- The title and lien reports for several of the properties involved in the transfer identified trust deeds attached to the lands. Some of the trust deeds reviewed included specific language that conveys interest in any water rights appurtenant to the properties to the trustee. This applies to the water rights quitclaimed by Gene Hoskin, et al. (T14S, R13E, Section 34, NE SE, Tax Lot 2008) (AmeriTitle, trustee) and WASABI WASABI, LLC (T15S, R13E, Section 5, SE NE, Tax Lot 302) (Western Title and Escrow, trustee). A review of records available on line from Deschutes County indicates that these trust deeds have not yet been fully satisfied at the time the water right was conveyed from the landowners. Therefore, authorization for the transfer will be needed from the trustees in order to demonstrate that the property owners had the authority to

convey the water rights to COID when the quit claim deeds were executed. **Please provide letters from the trustees that give their authorization for the water right transfer.**

- Exhibit A of the transfer application, along with the quitclaim deed and ownership records for Prescott and Brook Rice (T15S, R13E, Section 10, NW NW, Tax Lot 205), indicate that the water rights proposed for instream transfer from this location cover only Tax Lot 205. However, the application map for this property appears to also cover Tax Lot 201. **Please provide clarification and, if necessary, a revised application map showing the correct location of the "From" lands.**

- The legal description that accompanies the quitclaim deed for Michael and Brenda Chilcott (T15S, R13E, Section 20, NW SE, Tax Lot 4900) is not consistent with the legal descriptions provided with the title and lien report and other ownership documents. It appears that the correct legal description should include the following language: "Excepting the Westerly 140.00 feet thereof." **Please provide clarification and, if necessary, a revised quit claim deed with the correct legal description for the property.**

- The legal description that accompanies both the quitclaim deed and title and lien report for the DRT Living Trust, David and Rose Noah, Trustees (T14S, R13E, Section 16, SE SW, Tax Lot 1101) is not consistent with the legal descriptions provided with the other ownership documents provided with the application or with a survey map for the Hillman subdivision obtained from Deschutes County. It appears that the property is located in Block 55 of Hillman, not Block 2 as indicated on the quit claim deed and title and lien report. **Please provide clarification and, if necessary, a revised quit claim deed and title and lien report with the correct legal description for the property.**

- The legal description that accompanies both the quitclaim deed and ROLI report for WASABI WASABI, LLC (T15S, R13E, Section 5, SE NE, Tax Lot 302) is not consistent with the legal description provided with the warranty deed which conveyed the land from Charles and Janis Volz to WASABI WASABI, LLC. **Please provide clarification and, if necessary, a revised quit claim deed and ROLI report with the correct legal description for the property.**

- In some cases, the total acres of water rights shown on the application maps (i.e., acres of remaining rights plus rights proposed for transfer) do not agree with the acres listed in Certificate 83571 for the same quarter quarter sections. We have reviewed actions (i.e., transfers, cancellations, etc.) that have affected Certificate 83571 since it was issued and have accounted for some of these discrepancies. However, discrepancies remain for the following quarter quarter sections: T15S, R13E, Section 8, SW SW (22.90 acres on map versus 26.47 acres listed in the certificate); T15S, R13E, Section 8, SE SW (23.80 acres on map versus 25.43 acres listed in the certificate and 0.7 acres cancelled under Special Order 73-894); T15S, R13E, Section 9, NW NW (15.22 acres on map versus 10.45 acres listed in the certificate and 2.33 acres transferred under T-10259); and T15S, R13E, Section 17, NW NW (14.7 acres on map versus 32.70 acres listed in the certificate). **Please provide clarification and, if necessary, revised application maps to resolve these discrepancies.**

- The application does not specify which one of the co-applicants is to receive the assigned mitigation credits. **Please provide a statement indicating to which party, the DRC or COID or both, the mitigation credits are to be assigned.**

Because of the change in character of use, the applicant is responsible for publishing notice of the transfer in a local newspaper having a general circulation in the area of the water right. The notice must be published at least once a week for three consecutive weeks. We will provide a copy of the required notice to you upon issuance of the Preliminary Determination.

Based upon the Department's evaluation of the application, a few modifications have been made that require approval from the applicant before the transfer may proceed favorably. Specifically, please review Findings of Fact #20 through 23. Modifications were made from the original proposal to prevent injury and enlargement. Your explicit approval of this modification and concurrence with the draft Preliminary Determination is necessary before the transfer can be approved.

Issuance of the Preliminary Determination will occur shortly after we receive both your written response and the report of ownership and lien information. If we do not receive your response and the report by _____, 2008, a Preliminary Determination may be issued denying the application as incomplete.

Please do not hesitate to contact me at 503-986-0884 or Laura.K.Snedaker@wrd.state.or.us if you have questions or if I may be of assistance.

Sincerely,

Laura K. Snedaker
Field Services Division

cc: Jeremy Giffin, District 11 Watermaster
Robert Wood, District 3 Watermaster

enc

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of Instream Transfer Application T-10544 and Mitigation Credit Project MP-113, Deschutes County	)	D R A F T PRELIMINARY DETERMINATION PROPOSING APPROVAL OF A CHANGE IN PLACE OF USE AND CHARACTER OF USE, PARTIAL CANCELLATION OF A SUPPLEMENTAL WATER RIGHT, AND PRELIMINARY AWARD OF MITIGATION CREDITS

Authority

ORS 540.505 to 540.580 establishes the process in which a water right holder may submit a request to transfer the point of diversion, place of use, or character of use authorized under an existing water right. OAR Chapter 690, Division 380 implements the statutes and provides the Department's procedures and criteria for evaluating transfer applications. OAR Chapter 690, Division 077 provides additional criteria for evaluating transfers to instream water rights.

ORS 540.621 establishes the process for the owner of land to which a water right is appurtenant to certify under oath that the water right, or a portion thereof, has been abandoned and to voluntarily request that it be cancelled.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Pursuant to OAR 690-521-0400 (2), any mitigation credits awarded to a mitigation project are valid until used to fulfill a mitigation obligation of a ground water use in the Deschutes Ground Water Study Area. Valid mitigation credits may be assigned by any person or recognized mitigation bank to any person or other mitigation bank. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

Applicants

CENTRAL OREGON IRRIGATION DISTRICT
1055 SW LAKE COURT
REDMOND, OR 97756

DESCHUTES RIVER CONSERVANCY
700 NW HILL STREET
BEND, OR 97701

Findings of Fact

Background

1. On February 22, 2008, the Central Oregon Irrigation District (COID) and Deschutes River Conservancy (DRC) filed an application to change the place of use and character of use under Certificate 83571 to instream use. The Department assigned the application number T-10544.

2. That portion of the right to be transferred is as follows:

Certificate: 83571 in the name of Central Oregon Irrigation District
Use: Irrigation of 118.99 acres
Priority Date: October 31, 1900 and December 2, 1907
Season of Use: April 1 through October 31, further limited as follows:
April 1 through April 30 & October 1 through October 31 described herein as Season 1
May 1 through May 14 & September 16 through September 30 described herein as Season 2
May 15 through September 15 described herein as Season 3
Maximum Quantity (Rate) that can be applied to an acre:
Season 1: limited to 1/80th cubic foot per second (CFS) per acre
Season 2: limited to 1/60th CFS per acre
Season 3: limited to 1/32.4th CFS per acre
Maximum Duty that can be applied to an acre:
Not to exceed 9.91 acre-feet (AF) per acre per year.
The above listed rates and duty reflect allowance of a 45% transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Those lands not served from the district main canal systems, but by direct pumping from the Deschutes River, are not allowed the 45% transmission loss.
Source: The Deschutes River, tributary to the Columbia River
Authorized Point of Diversion (POD):

Township		Range		Meridian	Sec	¼ ¼	Survey Coordinates
17	S	12	E	W.M.	29	SE NE	POD #11 (COID NORTH CANAL): 850 FEET NORTH AND 630 FEET WEST FROM THE EAST ¼ CORNER OF SECTION 29

Authorized Places of Use:

Township		Range		Meridian	Sec	¼ ¼	Acres
14	S	13	E	WM	16	SE SW	0.24
14	S	13	E	WM	34	NE SE	8.00
15	S	13	E	WM	4	NE NE	5.00
15	S	13	E	WM	5	SE NE	4.50
15	S	13	E	WM	5	NW SW	30.20

Township		Range		Meridian	Sec	¼ ¼		Acres
15	S	13	E	WM	5	SW	SE	3.77
15	S	13	E	WM	8	SW	SW	0.90
15	S	13	E	WM	8	SE	SW	19.62
15	S	13	E	WM	8	SW	SE	4.50
15	S	13	E	WM	9	NW	NW	2.00
15	S	13	E	WM	9	NE	SE	2.40
15	S	13	E	WM	10	SW	NW	5.40
15	S	13	E	WM	17	NW	NW	14.70
15	S	13	E	WM	18	SW	SE	4.00
15	S	13	E	WM	20	NW	NW	4.40
15	S	13	E	WM	20	NW	SE	0.18
15	S	13	E	WM	20	SE	SE	0.63
15	S	13	E	WM	21	SW	NW	0.50
15	S	13	E	WM	30	NW	SE	8.05

3. Certificate 83571 is a deficient water right. If water were diverted simultaneously to all authorized lands and uses described in the right at the maximum rates and duty allowed (described in Finding of Fact #2), the total rate and duty for the water right would be exceeded. In the event water were diverted simultaneously to all authorized lands and uses described in the right at the maximum rates and duty allowed at the POD (described in Finding of Fact #2), the portion of the right involved in this transfer would be limited as described in the tables below. These rates and duty are also the quantities by which Certificate 83571 shall be reduced, if this transfer is approved.

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	1.484 CFS	1.978 CFS	2.616 CFS	1,176.27
December 2, 1907			1.048 CFS	AF

4. A total of 648.55 AF of water, excluding transmission losses, may be beneficially used annually for primary irrigation under the portion of existing Certificate 83571 proposed for transfer.

5. Supplemental right, Certificate 76714, is appurtenant to the same lands from which the primary right under Certificate 83571 is proposed to be transferred to instream use. The applicant has requested that the affected portion of Certificate 76714 be cancelled upon issuance of the Final Order approving T-10544.

6. The applicants are not the owners of the lands to which the water right described in Finding of Fact #2 is appurtenant. However, water right conveyance agreements have been completed and interest in the water rights has been conveyed to COID from each landowner described in the table below. The portion of this right to be transferred was appurtenant to lands owned by the identified land landowners at the time interest in the water right was conveyed through a Quit Claim, a water right conveyance agreement.

Landowner	Water Right Interest Holder	T	R	Sec	¼ ¼	Current Tax Lot
J. Pat and Carolyn Horton, Jayne I. Heyne, and Tyler Fitzsimons	COID	15S	13E	5	NW SW	901
Arrowood Development, LLC	COID	15S	13E	30	NW SE	600
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1302
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1304
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1306
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1307
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1308
Elk Horn Development, LLC	COID	15S	13E	8	SE SW	100
Elk Horn Development, LLC	COID	15S	13E	8	SE SW	200
George A. and Jennifer Arthur	COID	15S	13E	20	NW NW	201
Pat C. Dean, Trustee, or successor in trust, under The Pat C. Dean Revocable Living Trust, dated March 15, 2005	COID	15S	13E	10	SW NW	500
Gene W. and Judy R. Hoskin, Grant and Julie Hoskin, and Shannon and Tara Townsend	COID	14S	13E	34	NE SE	2008
Havnip Investment, LLC	COID	15S	13E	8	SW SE	2200
Duane and Kristeen M. Whipple	COID	15S	13E	5	SW SE	1103
Prescott S. and Brook L. Rice	COID	15S	13E	9	NW NW	205
Hayden H. Watson	COID	15S	13E	4	NE NE	600
Lorraine Hendricks	COID	15S	13E	18	SW SE	2802
Lorraine Hendricks	COID	15S	13E	18	SW SE	2809
Alterra Investments LLC	COID	15S	13E	8	SE SW	1100
A & M Ventures, LLC	COID	15S	13E	9	NE SE	800
Michael R. and Brenda L. Chilcott	COID	15S	13E	20	NW SE	4900
Samuel E. Blackwell, Jr.	COID	15S	13E	21	SW NW	200
Samuel E. Blackwell, Jr.	COID	15S	13E	21	SW NW	300
The DRT Living Trust, UTD August 31, 2005, David L. and Rose M. Noah, Trustees	COID	14S	13E	16	SE SW	1101
Richard A. and Judith L. Scorza	COID	15S	13E	30	NW SE	701
Charles and Dana Garner	COID	15S	13E	8	SW SW	802
WASABI WASABI, LLC	COID	15S	13E	5	SE NE	302
Suzanna F. Clarke	COID	15S	13E	20	SE SE	300

7. Application T-10544 proposes to change the character of use to instream use for fish and wildlife habitat enhancement; recreation; and pollution abatement.

8. Application T-10544 also proposes to use 96.85 acres of irrigation use proposed for instream transfer (described in Finding of Fact #2) for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area, and to use the remaining 22.14 acres of irrigation use for restoration purposes.

9. Application T-10544 proposes to change the place of use of the right to create the following instream reaches:

Reach 1 (restoration and mitigation flows): From COID North Canal POD #11 (described in Finding of Fact #2) to Lake Billy Chinook (River Mile (RM) 120).

Reach 2 (restoration flows only): From Lake Billy Chinook (RM 120) to the mouth of the Deschutes River (RM 0).

10. The applicant proposes that water be protected instream during the period April 1 through October 26. Season 3 would end on October 26.

11. The applicant proposes the quantities of water to be transferred and protected instream be as follows:

Reach 1: POD #11 to Lake Billy Chinook (RM 120)

Certificate	Priority Date	Rate Instream	Volume Instream
83571	October 31, 1900	Season 1: 0.818 CFS Season 2: 1.091 CFS Season 3: 2.020 CFS	648.55 AF

Reach 2: Lake Billy Chinook (RM 120) to Mouth (RM 0)

Certificate	Priority Date	Rate Instream	Volume Instream
83571	October 31, 1900	Season 1: 0.10 CFS Season 2: 0.10 CFS Season 3: 0.10 CFS	39.85 AF

12. There are existing instream water rights within the same reach as that proposed for the new instream water right. There is a pending instream water right application, filed by the Oregon Department of Fish and Wildlife (ODFW) pursuant to ORS 537.341 to establish an instream water right from POD #11 to Lake Billy Chinook, which if approved will have a priority date of September 19, 1990. Below Lake Billy Chinook, there are two other instream water rights, Certificates 73188 and 73237, with priority dates of October 2, 1989 and January 16, 1996, respectively. These instream water rights were established pursuant to ORS 537.341, the state agency instream water right application process, and are located from the Pelton Regulation Dam on the Deschutes River to the mouth. The remaining instream water rights were established under ORS 537.348, the instream transfer process, and ORS 537.470, the allocation of conserved water process.

13. The applicant proposes that any instream water right established as a result of this instream transfer to be additive to existing instream water rights for the same reach established pursuant to ORS 537.348 (instream transfer process) and ORS 537.470 (allocation of conserved water process). The applicant also proposes that any instream water right established as a result of this instream transfer replace a portion of any existing instream rights established pursuant to ORS 537.346 (minimum streamflow conversion) and ORS 537.341 (state agency instream application process), with an earlier priority date.

14. The applicant has requested to protect water instream under the October 31, 1900, priority date. Water is diverted at the point of diversion during Season 3 under both the 1900 and 1907 priority dates. The quantity of water diverted under the 1907 priority date during Season 3 makes up a balance of water allowed by the decree for transmission losses. Transmission losses account for 45% of the water diverted at the point of diversion and are not transferable to instream use. The quantities of water proposed by the applicant to be transferred instream, as described in Finding of Fact #10, do not include the 45% transmission loss. The Department finds that water may be protected instream solely under the 1900 priority date.

15. The applicant has provided notification of the proposed action to the Cities of Bend and Maupin; Deschutes, Jefferson, and Wasco Counties; and the Confederated Tribes of the Warms Springs Reservation. Additionally, the Department provided notification of the proposed action to these local governments upon receipt of Transfer Application T-10544.

16. Notice of the application for transfer was published on March 11, 2008, pursuant to ORS 540.520 and OAR 690-380-4000. No comments were filed in response to the notice.

17. On _____, 2008, the Department mailed a copy of the draft Preliminary Determination proposing to approve Transfer Application T-10544 to the applicants. The cover letter for the draft Preliminary Determination set forth a deadline of _____, 2008, for the applicants to respond and provide additional information necessary to complete and clarify the application. The additional information requested by the Department was received on _____, 2008. On _____, 2008, the applicants concurred with the draft Preliminary Determination and requested that the Department proceed with issuance of a Preliminary Determination.

Instream Transfer Review Criteria (OAR 690-77-0075 and 690-380-4010

18. Water has been used within the last five years according to the terms and conditions of the rights, and there is no information in the record that would demonstrate that the rights are subject to forfeiture under ORS 540.610.

19. A diversion structure and ditch sufficient to use the full amount of water allowed under the existing right were present within the five-year period prior to submittal of Application T-10544.

20. The period during which water is requested to be protected instream requires modification to prevent injury and enlargement. At the full rates and duty allowed by the water right to be transferred instream, water may be protected instream for a period of 209 days, which appears to be consistent with the period requested by the applicant (April 1 through October 26).

21. The proposed instream use requires modification to take into account return flows. The quantities requested to be protected instream in Reach #2, as described in Finding of Fact #10, account for return flows. A portion of the water diverted at the POD returns to the Deschutes River within the proposed reach and is available to downstream water right

holders. Return flows from the existing use are back in the river system once river flows reach the Madras Gage. To prevent injury to downstream water right holders or enlargement, the quantity of water that may be protected instream requires modification and return flows should be accounted for at the Madras Gage. The original Reach #2 proposed by the applicant accounted for return flows higher on the system than needed.

OR

The proposed instream use requires modification to take into account return flows. The quantities requested to be protected instream in Reach #2, as described in Finding of Fact #10, account for return flows. A portion of the water diverted at the POD returns to the Deschutes River within the proposed reach and is available to downstream water right holders. Return flows from the existing use return to the Deschutes River in the Lower Bridge area (RM 137). To prevent injury to downstream water right holders or enlargement, the quantity of water that may be protected instream requires modification and return flows should be accounted for at RM 137. The original Reach #2 proposed by the applicant accounted for return flows at RM 120, further downstream.

22. The applicants have also requested to protect water instream for mitigation purposes only down to Lake Billy Chinook and restoration flows down to the mouth of the Deschutes River. The reaches proposed by the applicants requires further modification to take into account where water is to be protected and the location of return flows described in Finding of Fact #21.

23. Based on Findings of Fact #21 and #22, on _____, 2008, the applicants agreed to modify the quantities to be transferred and protected instream as follows:

Reach 1 (Mitigation and Restoration flows): COID North Canal POD #11 (as described in Finding of Fact #2) to Lake Billy Chinook (RM 120)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.818 CFS	648.55 AF
		Season 2	1.091 CFS	
		Season 3	2.020 CFS	

Reach 2 (Restoration flows only): Lake Billy Chinook (RM 120) to Madras Gage

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.152 CFS	120.67 AF
		Season 2	0.203 CFS	
		Season 3	0.376 CFS	

Reach 3 (Restoration flows only): Madras Gage to Mouth (RM 0)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	April 1 – October 26	0.1 CFS	39.85 AF

OR

Reach 1 (Mitigation and Restoration flows): COID North Canal POD #11 (as described in Finding of Fact #2) to RM 137

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.248 CFS	196.60 AF
		Season 2	0.331 CFS	
		Season 3	0.612 CFS	

Reach 2 (Mitigation and Restoration flows with return flows accounted for): RM 137 to Lake Billy Chinook (RM 120)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	April 1 – October 26	0.513 CFS	212.74 AF

Reach 3 (Restoration flows only): Lake Billy Chinook (RM 120) to mouth of Deschutes River (RM 0)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	April 1 – October 26	0.1 CFS	12.08 AF

24. The proposed change, as modified, would not result in enlargement of the right.

25. The proposed change, as modified, would not result in injury to other water rights.

26. The amount and timing of the proposed instream flow are allowable within the limits and use of the original water right.

27. The protection of flows within the proposed reach is appropriate, considering:

    (a) The instream water right begins at the recorded point of diversion;

    (b) The location of confluences with other streams downstream of the point of diversion;

    (c) There are no known areas of natural loss of streamflow to the river bed downstream from the point of diversion; and

    (d) Any return flows resulting from the exercise of the existing water right would re-enter the river within the proposed reach and have been accounted for in Reach #3.

    Or

Any return flows resulting from the exercise of the existing water right would re-enter the river within the proposed reach and have been accounted for in Reach #2.

28. Within the proposed reach, the Deschutes River is a designated State Scenic Waterway. The protection of flows necessary to maintain the free flowing character of the Deschutes River for fish and wildlife habitat, and recreation is a matter of statutory policy. Within the reach proposed by the applicant, there are several existing instream water rights, which include the use of water for fish habitat, aquatic life, recreation, aesthetics, and pollution abatement. There is also a pending instream water right application filed by ODFW for anadromous and resident fish rearing. In addition to flows for the designated Scenic Waterway and the pending instream water right application, which are at times not met during the requested period for instream protection, this segment of the Deschutes River is also on the Oregon Department of Environmental Quality's (DEQ) 303d list of water quality limited streams for temperature and pH above Lake Billy Chinook and for nutrients, sedimentation and temperature below Lake Billy Chinook at the lower end of the river.

29. By adding to other water rights leased or transferred instream at the same location, or created through the conserved water statutes, the instream right will provide protection for additional streamflows necessary for conservation, maintenance and enhancement of aquatic and fish life, fish and wildlife habitat and other ecological values; recreation; and pollution abatement.

30. By replacing a portion of instream rights created at the request of state agencies or under the minimum streamflow conversion process, the instream right will provide protection for streamflows previously identified as necessary for conservation, maintenance and enhancement of aquatic and fish life, fish and wildlife habitat and other ecological values; recreation; and pollution abatement under earlier priority dates.

31. During the period April 1 through October 26 any instream water right established by this transfer application may replace a portion of instream water rights established pursuant to ORS 537.341 or 537.346 and be in addition to instream water rights established pursuant to ORS 537.348 or 537.470 unless otherwise specified by an order approving a new instream water right under these statutes.

32. The total monthly quantities of water to be protected under the proposed instream right, in addition to the existing instream water rights, within the proposed reach will provide for a beneficial purpose and do not exceed the estimated average natural flow.

Partial Cancellation of a Water Right

33. There is an existing supplemental right, Certificate 76714, appurtenant to the portion of lands on which Certificate 83571 is proposed for transfer to instream use. The applicant has not submitted an affidavit certifying that the affected portions under Certificate 76714 have been abandoned. The applicant has requested that affected portions of the supplemental water rights under Certificate 76714 be cancelled upon issuance of the Final Order

approving T-10544. The portion of Certificate 76714 to be cancelled has been quit claimed to COID.

34. Consistent with OAR 690-380-2250, the Department is providing notice to the applicant of the Department's intent to cancel the portions of the supplemental water right described below unless within 30 days of the date of notification, the applicant modifies the application to include the supplemental right or requests that the application be withdrawn.

35. That portion of the supplemental water right to be cancelled is as follows:

Certificate: 76714 in the name of Central Oregon Irrigation District
Use: Supplemental Irrigation of 118.99 acres
Priority Date: February 28, 1913
Source: Crane Prairie Reservoir, constructed under permit R-1687, tributary to the Deschutes River

Authorized PODs:

Township		Range		Meridian	Sec	¼ ¼		Survey Coordinates
21	S	8	E	W.M.	17	NE	NE	CRANE PRAIRIE RESERVOIR DAM
17	S	12	E	W.M.	29	SE	NE	POD #11 (COID NORTH CANAL): 850 FEET NORTH AND 630 FEET EAST FROM THE NORTH ¼ CORNER OF SECTION 29

Authorized Places of Use:

Township		Range		Meridian	Sec	¼ ¼		Acres	Tax Lot
14	S	13	E	WM	16	SE	SW	0.24	1101
14	S	13	E	WM	34	NE	SE	8.00	2008
15	S	13	E	WM	4	NE	NE	5.00	600
15	S	13	E	WM	5	SE	NE	4.50	302
15	S	13	E	WM	5	NW	SW	30.20	901
15	S	13	E	WM	5	SW	SE	3.77	1103
15	S	13	E	WM	8	SW	SW	0.90	802
15	S	13	E	WM	8	SE	SW	19.62	1100 – 3.0 ac 100 – 7.12 ac 200 – 9.5 ac
15	S	13	E	WM	8	SW	SE	4.50	2200
15	S	13	E	WM	9	NW	NW	2.00	205
15	S	13	E	WM	9	NE	SE	2.40	800
15	S	13	E	WM	10	SW	NW	5.40	500
15	S	13	E	WM	17	NW	NW	14.70	1302 – 6.7 ac 1304 – 2.0 ac 1306 – 1.0 ac 1307 – 4.0 ac 1308 – 1.0 ac

15	S	13	E	WM	18	SW	SE	4.00	2802 – 3.74 ac 2809 – 0.26 ac
15	S	13	E	WM	20	NW	NW	4.40	201
15	S	13	E	WM	20	NW	SE	0.18	4900
15	S	13	E	WM	20	SE	SE	0.63	300
15	S	13	E	WM	21	SW	NW	0.50	200 – 0.25 ac 300 – 0.25 ac
15	S	13	E	WM	30	NW	SE	8.05	600 – 7.55 ac 701 – 0.5 ac

36. The Department has information that POD #11 (COID North Canal) described in Certificates 83571 and 76714 is the same diversion point. The location coordinates described in Certificate 76714 contain errors. The location coordinates should be:

Township		Range		Meridian	Sec	¼ ¼	Survey Coordinates
17	S	12	E	W.M.	29	SE NE	POD # 11 (COID NORTH CANAL): 850 FEET NORTH & 630 FEET WEST FROM THE EAST ¼ CORNER OF SECTION 29

Preliminary Award of Deschutes Basin Mitigation Credits

37. COID and the DRC (the Applicant) have requested that a portion of this instream transfer application be used to establish mitigation credits in the Deschutes Ground Water Study Area. The Applicant has requested that any mitigation credits generated from this project be assigned to COID and the DRC.

38. The Department assigned this mitigation credit project number MP-113.

39. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6) on March 11, 2008. No comments were received in response to this notice.

40. The Department consulted with representatives from ODFW, DEQ, Oregon Parks and Recreation Department (OPRD), Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2) on March 7, 2008. Comments were received from OPRD. OPRD identified that this instream transfer will enhance aesthetics and add water needed for fishery resources.

41. No modifications were made to the proposed instream use based upon comments received.

42. The proposed transfer of 96.85 acres of irrigation use to instream use for mitigation purposes will provide 174.3 acre-feet of mitigation water. Therefore, 174.3 mitigation credits (1.0 mitigation credit = 1.0 AF of mitigation water) may be awarded to this mitigation credit project and assigned to COID and the DRC. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and

certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the Middle Deschutes and/or General Zones of Impact.

43. A total of 527.88 AF is proposed to be transferred to instream use for mitigation purposes and 174.3 AF of that, as identified above, may be used for mitigation purposes. The amount of water transferred instream and not used for mitigation purposes will benefit instream flow.

44. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of a certificate(s) for the proposed instream water right shall result in completion of the project and verification that the project is complete. Mitigation credits may become valid the first calendar year that water is protected instream as a result of this transfer.

45. Mitigation credits awarded to this mitigation credit project will be valid beginning the first calendar year that water will be protected instream under any new instream water right created as a result of this instream transfer application.

Determination and Proposed Action

The changes in character of use and place of use to instream use proposed in application T-10544 appear to be consistent with the requirements of ORS 540.505 to 540.580, ORS 537.348, OAR 690-380-5000, and OAR 690-077-0075 and the abandoned portion of the right should be cancelled. If protests are not filed pursuant to OAR 690-380-4030, the application will be approved and the abandoned portion of the right will be cancelled.

This mitigation project appears to result in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

If application T-10544 is approved, the final order will include the following:

1. *The changes in character of use and place of use to instream use proposed in application T-10544 are approved. The portion of the right that has been abandoned is cancelled.*

2. *Water Right Certificate 83571 is modified. A new certificate confirming the instream water right shall be issued. The Department shall issue a new water right certificate to supersede Certificate 83571 on a determination that it is necessary to produce a certificate to confirm that portion of the right not involved in this transfer. Approval of this transfer shall reduce the amount of water lawfully available under the remaining portion of Certificate 83571 by the following:*

Priority Date	*Season 1*	*Season 2*	*Season 3*	*Duty*
October 31, 1900	*1.484 CFS*	*1.978 CFS*	*2.616 CFS*	*1,176.27 AF*
December 2, 1907			*1.048 CFS*	

3. *The portion of Certificate 76714 that has been abandoned is cancelled. Water right certificate 76714 is modified. The Department shall issue a new water right certificate on a*

determination that it is necessary to produce a certificate to confirm that portion of the water right not affected by the cancellation described in Finding of Fact #32. Modification of this supplemental water right shall reduce by 118.99 acres the number of acres to which stored water may be applied for supplemental irrigation under the right.

4. *The instream water right shall provide for the protection of streamflows for conservation, maintenance and enhancement of aquatic and fish life, wildlife, fish and wildlife habitat and other ecological values; pollution abatement; and recreation in the Deschutes River as follows:*

put appropriate instream flows and reaches here based on return flows. Copy appropriate from finding of fact #24

5. *Water rights upstream of the original point of diversion shall not be subject to regulation for flows in excess of the quantities to which this instream water right is entitled at the original point of diversion.*

6. *Within the specified stream reach, the amount of water to which this right is entitled shall not exceed the quantity of water legally available at the original point of diversion.*

7. *The instream right established by this transfer shall replace a portion of instream water rights established pursuant to ORS 537.341 or 537.346 and be in addition to instream water rights established pursuant to ORS 537.348 or 537.470 unless otherwise specified by an order approving a new instream water right under these statutes.*

8. *The right to the use of the water is restricted to beneficial use at the place of use described, and is subject to other conditions and limitations as may be germane to instream rights, that are contained in Certificate 83571 and any related decree.*

9. *The former place of use of the transferred water shall no longer receive water as part of these rights.*

10. ***Preliminary Award of Mitigation Credits:*** *Final Award of Mitigation Credits may be made upon completion of the project and verification by the Department that the project has been completed as proposed. Issuance of a new instream water right certificate, as described herein, will result in completion of the project and verification by the Department that the project is complete. If completed as proposed, mitigation credits, in the amount of* ***174.3*** *credits, as described herein, may be awarded to this mitigation project and assigned to COID and the DRC. Mitigation credits awarded may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the* ***Middle Deschutes and General Zones of Impact****. The awarded mitigation credits are valid beginning the first calendar year that water will be protected instream under the new instream water right.*

11. *Mitigation credits are valid until used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation*

credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

12. *The instream certificate created as a result of the approval of this transfer shall be identified as a mitigation credit project. Within each instream certificate, the number of mitigation credits, the zone of impact in which the mitigation credits were generated and may be used, and the volume of water dedicated instream solely for instream benefits shall also be specified.*

Dated at Salem, Oregon this _____ day of _____, 2008.

D R A F T

_____

Phillip C. Ward, Director

This Draft Preliminary Determination was prepared by a Reimbursement Authority contractor. If you have questions about the information in this document, you may reach Laura Snedaker at 503-986-0884 or Laura.K.Snedaker@wrd.state.or.us.

Laura Snedaker

From: Greg Kupillas [phggek@bctonline.com]
Sent: Friday, June 20, 2008 3:23 PM
To: Dorothy Pedersen
Cc: Laura Snedaker
Subject: FW: DRC/COID Transfer 10544
Attachments: 10544-dpd-cover-iswr-MP113-RA-rev1.doc

Dorothy:

Please see my responses below to comments provided by Laura Snedaker in her June 4, 2008 e-mail. I have also attached the revised dpd cover letter. Please let me know if you have any questions or need additional information.

Greg Kupillas, R.G., C.W.R.E.

Pacific Hydro-Geology Inc.
18477 S. Valley Vista Rd.
Mulino, OR 97042
503.632.5016

-----Original Message-----
From: Laura Snedaker [mailto:snedaklk@wrd.state.or.us]
Sent: Wednesday, June 04, 2008 11:52 AM
To: phggek@bctonline.com
Subject: RE: DRC/COID Transfer 10544

Greg:

See comments in green below on your specific questions. I also noted the following:

Trust deeds in general – when looking up the trust deeds on the Deschutes County website also check for satisfying documents. These associated deeds might be noted at the bottom of the information screen on a specific deed. I'm guessing you're already doing this but thought I would mention just in case. If questions, please give me a call.

Yes, I originally assumed that the County did not provide copies on line for documents dated prior to 1985, because they say so somewhere on their website. But now I find that many of these records can indeed be accessed, and I was able to resolve many of the issues concerning the trust deeds and eliminate some of the questions raised in my initial draft of the dpd cover letter.

Application maps in general – are you checking to see whether the maps match up with certificate 83571 in terms of the balance between the amounts proposed for transfer and the number of acres identified as remaining? If not, this should be checked and if the acres don't balance look at other transfers, cancellations, or other actions in the same quarter quarter since 83571 was issued that might have affected the number of acres (up or down). And if no apparent action that affected that quarter quarter, ask questions of the District to clarify the remaining acres.

I have compared the application maps with the acreages listed in C83571, and re-reviewed all of the "actions" listed on Laura's May 9, 2008 e-mail message to see if any of the discrepancies are explained by recent transfers or other actions. I have revised the dpd cover letter to address any outstanding discrepancies.

I checked one map at random, the Scorza map, and found that Cert 83571 shows 20.8 acres but the map only shows a total of 17.35 acres. Are there actions that occurred since the cert was issued that affected the number of acres in this quarter quarter?

This discrepancy is resolved by T-10224.

Affidavit of use – did the applicant include all supporting documentation identified in the affidavit? Do we have all needed information? Do the leases identified cover all of the acres of irrigation requested for transfer?

The applicant did not provide copies of all previous instream leases listed as supporting documentation, but I was able to obtain the information I needed. The leases, along with aerial photos, appear to cover all of the acres of irrigation requested for transfer.

Are any of the leases still in effect? No.

Arrowood – Does the legal description provided between the deeds, ROLI, and QC match up and also seem to align with the area shown on the application map proposed for transfer? Yes

Elk Horn – no concern on 7/3/2003 trust deed since this was associated with a previous landowner prior to the sale of the property to Elk Horn. OK.

Arthur – you can get a copy of the Improvement Agreement from the county website. Just enter the book and page number in the appropriate spot on the inquiry screen. For example, 351-948 in the book page entry spot. OK. I got it.

Arthur – does the affidavit of use cover lot 204 – is this part of the transfer? No and No.

Pat Dean – you can get a copy of the deed from the county website – see note under Arthur. OK. I got it.

Havnip - Does the legal description provided between the deeds, ROLI, and QC match up and also seem to align with the area shown on the application map proposed for transfer? Yes.

Rice – Definitely need to ask for clarification on lot 201. I also noted that the Affidavit of use didn't appear to include lot 201. Yes. This is included in the dpd cover letter.

Watson – on the trust deed check out document 321-1590 and then 2006-039712 on the county website. It appears that this trust deed has been satisfied and is no longer an issue of concern. Generally handwritten notes are not sufficient documentation. So I dug a little on the county website to see what could be found. OK.

Hendricks - Does the legal description provided between the deeds, ROLI, and QC match up and also seem to align with the area shown on the application map proposed for transfer? Yes.

Altera – I wrote a note to ask whether the property description in the QC match that provided in the ROLI. Yes, it does.

DPD cover letter – looks good – feel free to make any additions or changes based on the information provided above and below (in green). Will do.

DPD – I made a few edits on the draft of the DPD. Take a look. I wasn't sure but it looked like you may have used an example DPD as the base for your DPD document. When creating a new DPD please use the blank template provided by the Department. That document contains marcros that are most helpful to creation of succeeding documents (PD and FO). The reason I used an existing dpd as my template instead of the blank template provided is because, compared with the existing dpd, the blank template requires a lot more work and time to use for preparing one of these Deschutes River instream transfer dpds. Could I suggest that the Department develop a better blank template for these types of transfers?

Mitigation – need clarification from the applicant as to which party the credits are to be assigned. DRC or COID or both. OK. This will be included in the dpd cover letter.

Laura

Laura Snedaker
Senior Water Resources Coordinator

Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

From: Greg Kupillas [mailto:phggek@bctonline.com]
Sent: Monday, May 19, 2008 4:18 PM
To: Laura Snedaker
Subject: DRC/COID Transfer 10544

Laura:

At long last, I am sending you the electronic deliverables for the subject transfer. In addition to the issues I have included in the dpd cover letter, I have a number of questions and issues to discuss with you, some of which may affect the dpd cover letter, depending on your response.

1. Some of the deed records I'd like to research are dated prior to 1985, and these seem to be unavailable for review on Deschutes County's website. Do you know of any other way to get these records on line?

There might be a way to get these on-line. From the county clerk page did you try entering the book and page number? This can be entered as 351-948, for example, where 351 is the book number and 948 is the page number. If this needs further clarification, give me a call and I can walk you through. Yes. This works.

2. Are we concerned only with trust deeds that specifically name water rights among those things that are being conveyed to the trustee, or is there other language that could be interpreted to include water rights that we should be looking out for?

In this case, we're only concerned with those trust deeds that call out the water rights specifically. OK, good.

3. A couple of the ROLIs provided with the application included language in the list of exceptions such as "Regulations, including levies, liens, assessments, water and irrigation rights and easements for ditches and canals of the COID." (See ROLIs for Elk Horn Development and George and Jennifer Arthur.) I do not understand the implications of such language in a ROLI. Can you clarify?

This is pretty standard boiler plate language for properties located within organized irrigation districts. I believe that it just means that the landowner is subject to irrigation district requirements as they apply to their particular property, for example, if a canal runs or ditch runs through the property. I won't worry about it then.

4. The ownership information provided for Whipple included escrow (payoff) documents in lieu of a ROLI. I am uncertain if these payoff statements are sufficient and can serve in lieu of a ROLI. Please advise.

Nope, need a ROLI. I will include this in the dpd cover letter.

On the trust deeds, it looks like these were all satisfied. Check out 2004-17107 and 2006-22771. OK, looks good.

5. In the quitclaim deed and other ownership information for Lorraine Hendricks, the legal description includes an exception area described as "Except any portion lying within the right of way of Whitted Market Road." I suspect that the Whitted Market Road is now known as Helmholtz way, the road that borders the Western

boundary of the subject property. However, I haven't been able to find any information on line to verify this. Is this something you think we need to pursue further, or is it safe to assume that they were talking about what is now Helmholtz way?

Probably would be good to get some clarification here. I tried poking around the Deschutes County website. They have a spot for road research. Here's the link – maybe it might work better for you: http://www.deschutes.org/go/objectid/A444EE0E-BDBD-57C1-920330E87A645D22/index.cfm&flushcache=1&showDraft=1

If you can't find something, I think we should ask for documentation showing the change in name. I agree that Whitted Market Road is probably now Helmholtz Way but there's probably something they could get confirming the name change. I finally got confirmation by calling the road department.

6. In the quitclaim deed and other ownership information for WASABI WASABI, LLC, the legal descriptions appear to be describing the same property, but they vary slightly in the dimensions of the main rectangular area. I wasn't sure whether or not this was an issue that we needed to get some clarification on. Please advise.

Yeah, I looked at the legals and they do seem to be slightly off in the ROLI and the QC. And it's weird cause the map provided with the ROLI matches up with the legal in the deed. I would suggest asking for clarification on the legal, and if necessary, a corrected ROLI and QC. This will be included in the dpd cover letter.

7. Exhibit D of the transfer application includes a statement regarding cancellation of supplemental rights under C76714 that I don't understand. It is not clear to me if this statement has any impact on the cancellation of these rights as described in the dpd. Please advise.

This is their standard statement indicating their interest in cancelling the supplemental right. It should not impact how the cancellation is described in the DPD. They are simply acknowledging that it will be cancelled as part of our process and that the result of the cancellation will be the reduction in the number of acres that may be irrigated under the supplemental right and not impact the volume of water that may be diverted under the supplemental right. Roger.

Along with the electronic deliverables, I have also included an excel spreadsheet that lists and describes the QC and ownership information and any issues or deficiencies I identified. I think this information will help you with your review.

Please let me now if you need anything else.

Regards,

Greg Kupillas, R.G., C.W.R.E.

Pacific Hydro-Geology Inc.
18477 S. Valley Vista Rd.
Mulino, OR 97042
503.632.5016

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

May __, 2008

Deschutes River Conservancy
Attn: Zachary Tillman
700 NW Hill Street
Bend, OR 97701

Central Oregon Irrigation District
Attn: Steve Johnson
1055 SW Lake Court
Redmond, OR 97756

SUBJECT: Instream Transfer Application T-10544 and Mitigation Credit Project MP-113

Enclosed find a draft of our Preliminary Determination regarding transfer application T-10544 / mitigation credit project MP-113. The document reflects the Department's conclusion that, based on the information currently available, the transfer will be approved. This draft is intended to provide you with an opportunity to comment on our findings and conclusions should you wish to do so. Please review the draft carefully to evaluate whether the document is consistent with your intent in seeking the transfer, and whether you agree with the proposed action.

In addition, the following information or application materials are needed to complete the review of the transfer application:

- The effective date for the title and lien report must be within 3 months of the recorded date of the quitclaim deed. The information provided with the transfer application for several of the properties does not meet this requirement. Specifically, this applies to the water rights quitclaimed by Arrowood Development, LLC (T15S, R13E, Section 17, NW NW, Tax Lots 1302, 1304, 1306, 1307, and 1308, and T15S, R13E, Section 30, NW SE, Tax Lot 600); Lorraine Hendricks (T15S, R13E, Section 18, SW SE, Tax Lots 2802 and 2809); Michael and Brenda Chilcott (T15S, R13E, Section 20, NW SE, Tax Lot 4900); and Suzanna Clarke T15S, R13E, Section 20, SE SE, Tax Lot 300). **Please provide new title and lien reports for these properties which provide ownership and lien information that was effective within three months of the quitclaim deeds.**

- The ownership records provided in the transfer application for Duane Whipple did not include a title and lien report. **Please provide a title and lien report for this property which provides ownership and lien information that was effective within three months of the quitclaim deed.**

- The title and lien reports for several of the properties involved in the transfer identified trust deeds attached to the lands. Some of the trust deeds reviewed included specific language that conveys interest in any water rights appurtenant to the properties to the trustee. This applies to the water rights quitclaimed by Gene Hoskin, et al. (T14S, R13E, Section 34, NE SE, Tax Lot 2008) and WASABI WASABI, LLC (T15S, R13E, Section 5, SE NE, Tax Lot 302). A review of records available on line from Deschutes County indicates that these trust deeds have not yet been fully reconveyed. Therefore, authorization for the transfer will be needed from the trustees in order to demonstrate that the property owners had the authority to convey the water rights to COID when the quit claim deeds were executed. **Please provide letters from the trustees that give their authorization for the water right transfer.**

- Exhibit A of the transfer application, along with the quitclaim deed and ownership records for Prescott and Brook Rice (T15S, R13E, Section 10, NW NW, Tax Lot 205), indicate that the water rights proposed for instream transfer from this location cover only Tax Lot 205. However, the application map for this property appears to also cover Tax Lot 201. **Please provide clarification and, if necessary, a revised application map showing the correct location of the "From" lands.**

- The legal description that accompanies the quitclaim deed for Michael and Brenda Chilcott (T15S, R13E, Section 20, NW SE, Tax Lot 4900) is not consistent with the legal descriptions provided with the title and lien report and other ownership documents. It appears that the correct legal description should include the following language: "Excepting the Westerly 140.00 feet thereof." **Please provide clarification and, if necessary, a revised quit claim deed with the correct legal description for the property.**

- The legal description that accompanies both the quitclaim deed and title and lien report for the DRT Living Trust, David and Rose Noah, Trustees (T14S, R13E, Section 16, SE SW, Tax Lot 1101) is not consistent with the legal descriptions provided with the other ownership documents provided with the application or with a survey map for the Hillman subdivision obtained from Deschutes County. It appears that the property is located in Block 55 of Hillman, not Block 2 as indicated on the quit claim deed and title and lien report. **Please provide clarification and, if necessary, a revised quit claim deed and title and lien report with the correct legal description for the property.**

- The legal description that accompanies both the quitclaim deed and title and lien report for WASABI WASABI, LLC (T15S, R13E, Section 5, SE NE, Tax Lot 302) is not consistent with the legal description provided with the warranty deed which conveyed the land from Charles and Janis Volz to WASABI WASABI, LLC. **Please provide clarification and, if necessary, a revised quit claim deed and title and lien report with the correct legal description for the property.**

- In some cases, the total acres of water rights shown on the application maps (i.e., acres of remaining rights plus rights proposed for transfer) do not agree with the acres listed in Certificate 83571 for the same quarter quarter sections. We have reviewed actions (i.e., transfers, cancellations, etc.) that have affected Certificate 83571 since it was issued and have accounted for some of these discrepancies. However, discrepancies remain for the following quarter quarter sections: T15S, R13E, Section 8, SW SW (22.90 acres on map versus 26.47 acres listed in the certificate); T15S, R13E, Section 8, SE SW (23.80 acres on map versus 25.43 acres listed in the certificate and 0.7 acres cancelled under Special Order 73-894); T15S, R13E, Section 9, NW NW (15.22 acres on map versus 10.45 acres listed in the certificate and 2.33 acres transferred under T-10259); and T15S, R13E, Section 17, NW NW (14.7 acres on map versus 32.70 acres listed in the certificate). **Please provide clarification and, if necessary, revised application maps to resolve these discrepancies.**

- The application does not specify which one of the co-applicants is to receive the assigned mitigation credits. **Please provide a statement indicating to which party, the DRC or COID, the mitigation credits are to be assigned.**

Because of the change in character of use, the applicant is responsible for publishing notice of the transfer in a local newspaper having a general circulation in the area of the water right. The notice must be published at least once a week for three consecutive weeks. We will provide a copy of the required notice to you upon issuance of the Preliminary Determination.

Issuance of the Preliminary Determination will occur shortly after we receive both your written response and the report of ownership and lien information. If we do not receive your response and the report by _____, 2008, a Preliminary Determination may be issued denying the application as incomplete.

Please do not hesitate to contact me at 503-986-0884 or Laura.K.Snedaker@wrd.state.or.us if you have questions or if I may be of assistance.

Sincerely,

Laura K. Snedaker
Field Services Division

cc: Jeremy Giffin, District 11 Watermaster
Robert Wood, District 3 Watermaster

enc

Dorothy Pedersen

From: Greg Kupillas [phggek@bctonline.com]
Sent: Friday, June 20, 2008 3:23 PM
To: Dorothy Pedersen
Cc: Laura Snedaker
Subject: FW: DRC/COID Transfer 10544
Attachments: 10544-dpd-cover-iswr-MP113-RA-rev1.doc

Dorothy:

Please see my responses below to comments provided by Laura Snedaker in her June 4, 2008 e-mail. I have also attached the revised dpd cover letter. Please let me know if you have any questions or need additional information.

Greg Kupillas, R.G., C.W.R.E.

Pacific Hydro-Geology Inc.
18477 S. Valley Vista Rd.
Mulino, OR 97042
503.632.5016

-----Original Message-----
From: Laura Snedaker [mailto:snedaklk@wrd.state.or.us]
Sent: Wednesday, June 04, 2008 11:52 AM
To: phggek@bctonline.com
Subject: RE: DRC/COID Transfer 10544

Greg:

See comments in green below on your specific questions. I also noted the following:

Trust deeds in general – when looking up the trust deeds on the Deschutes County website also check for satisfying documents. These associated deeds might be noted at the bottom of the information screen on a specific deed. I'm guessing you're already doing this but thought I would mention just in case. If questions, please give me a call.

Yes, I originally assumed that the County did not provide copies on line for documents dated prior to 1985, because they say so somewhere on their website. But now I find that many of these records can indeed be accessed, and I was able to resolve many of the issues concerning the trust deeds and eliminate some of the questions raised in my initial draft of the dpd cover letter.

Application maps in general – are you checking to see whether the maps match up with certificate 83571 in terms of the balance between the amounts proposed for transfer and the number of acres identified as remaining? If not, this should be checked and if the acres don't balance look at other transfers, cancellations, or other actions in the same quarter quarter since 83571 was issued that might have affected the number of acres (up or down). And if no apparent action that affected that quarter quarter, ask questions of the District to clarify the remaining acres.

I have compared the application maps with the acreages listed in C83571, and re-reviewed all of the "actions" listed on Laura's May 9, 2008 e-mail message to see if any of the discrepancies are explained by recent transfers or other actions. I have revised the dpd cover letter to address any outstanding discrepancies.

I checked one map at random, the Scorza map, and found that Cert 83571 shows 20.8 acres but the map only shows a total of 17.35 acres. Are there actions that occurred since the cert was issued that affected the number of acres in this quarter quarter?

This discrepancy is resolved by T-10224.

Affidavit of use – did the applicant include all supporting documentation identified in the affidavit? Do we have all needed information? Do the leases identified cover all of the acres of irrigation requested for transfer?

The applicant did not provide copies of all previous instream leases listed as supporting documentation, but I was able to obtain the information I needed. The leases, along with aerial photos, appear to cover all of the acres of irrigation requested for transfer.

Are any of the leases still in effect? No.

Arrowood – Does the legal description provided between the deeds, ROLI, and QC match up and also seem to align with the area shown on the application map proposed for transfer? Yes

Elk Horn – no concern on 7/3/2003 trust deed since this was associated with a previous landowner prior to the sale of the property to Elk Horn. OK.

Arthur – you can get a copy of the Improvement Agreement from the county website. Just enter the book and page number in the appropriate spot on the inquiry screen. For example, 351-948 in the book page entry spot. OK. I got it.

Arthur – does the affidavit of use cover lot 204 – is this part of the transfer? No and No.

Pat Dean – you can get a copy of the deed from the county website – see note under Arthur. OK. I got it.

Havnip - Does the legal description provided between the deeds, ROLI, and QC match up and also seem to align with the area shown on the application map proposed for transfer? Yes.

Rice – Definitely need to ask for clarification on lot 201. I also noted that the Affidavit of use didn't appear to include lot 201. Yes. This is included in the dpd cover letter.

Watson – on the trust deed check out document 321-1590 and then 2006-039712 on the county website. It appears that this trust deed has been satisfied and is no longer an issue of concern. Generally handwritten notes are not sufficient documentation. So I dug a little on the county website to see what could be found. OK.

Hendricks - Does the legal description provided between the deeds, ROLI, and QC match up and also seem to align with the area shown on the application map proposed for transfer? Yes.

Altera – I wrote a note to ask whether the property description in the QC match that provided in the ROLI. Yes, it does.

DPD cover letter – looks good – feel free to make any additions or changes based on the information provided above and below (in green). Will do.

DPD – I made a few edits on the draft of the DPD. Take a look. I wasn't sure but it looked like you may have used an example DPD as the base for your DPD document. When creating a new DPD please use the blank template provided by the Department. That document contains marcros that are most helpful to creation of succeeding documents (PD and FO). The reason I used an existing dpd as my template instead of the blank template provided is because, compared with the existing dpd, the blank template requires a lot more work and time to use for preparing one of these Deschutes River instream transfer dpds. Could I suggest that the Department develop a better blank template for these types of transfers?

Mitigation – need clarification from the applicant as to which party the credits are to be assigned. DRC or COID or both. OK. This will be included in the dpd cover letter.

Laura

Laura Snedaker
Senior Water Resources Coordinator

Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

From: Greg Kupillas [mailto:phggek@bctonline.com]
Sent: Monday, May 19, 2008 4:18 PM
To: Laura Snedaker
Subject: DRC/COID Transfer 10544

Laura:

At long last, I am sending you the electronic deliverables for the subject transfer. In addition to the issues I have included in the dpd cover letter, I have a number of questions and issues to discuss with you, some of which may affect the dpd cover letter, depending on your response.

1. Some of the deed records I'd like to research are dated prior to 1985, and these seem to be unavailable for review on Deschutes County's website. Do you know of any other way to get these records on line?

There might be a way to get these on-line. From the county clerk page did you try entering the book and page number? This can be entered as 351-948, for example, where 351 is the book number and 948 is the page number. If this needs further clarification, give me a call and I can walk you through. Yes. This works.

2. Are we concerned only with trust deeds that specifically name water rights among those things that are being conveyed to the trustee, or is there other language that could be interpreted to include water rights that we should be looking out for?

In this case, we're only concerned with those trust deeds that call out the water rights specifically. OK, good.

3. A couple of the ROLIs provided with the application included language in the list of exceptions such as "Regulations, including levies, liens, assessments, water and irrigation rights and easements for ditches and canals of the COID." (See ROLIs for Elk Horn Development and George and Jennifer Arthur.) I do not understand the implications of such language in a ROLI. Can you clarify?

This is pretty standard boiler plate language for properties located within organized irrigation districts. I believe that it just means that the landowner is subject to irrigation district requirements as they apply to their particular property, for example, if a canal runs or ditch runs through the property. I won't worry about it then.

4. The ownership information provided for Whipple included escrow (payoff) documents in lieu of a ROLI. I am uncertain if these payoff statements are sufficient and can serve in lieu of a ROLI. Please advise.

Nope, need a ROLI. I will include this in the dpd cover letter.

On the trust deeds, it looks like these were all satisfied. Check out 2004-17107 and 2006-22771. OK, looks good.

5. In the quitclaim deed and other ownership information for Lorraine Hendricks, the legal description includes an exception area described as "Except any portion lying within the right of way of Whitted Market Road." I suspect that the Whitted Market Road is now known as Helmholtz way, the road that borders the Western

boundary of the subject property. However, I haven't been able to find any information on line to verify this. Is this something you think we need to pursue further, or is it safe to assume that they were talking about what is now Helmholtz way?

Probably would be good to get some clarification here. I tried poking around the Deschutes County website. They have a spot for road research. Here's the link – maybe it might work better for you: http://www.deschutes.org/go/objectid/A444EE0E-BDBD-57C1-920330E87A645D22/index.cfm&flushcache=1&showDraft=1

If you can't find something, I think we should ask for documentation showing the change in name. I agree that Whitted Market Road is probably now Helmholtz Way but there's probably something they could get confirming the name change. I finally got confirmation by calling the road department.

6. In the quitclaim deed and other ownership information for WASABI WASABI, LLC, the legal descriptions appear to be describing the same property, but they vary slightly in the dimensions of the main rectangular area. I wasn't sure whether or not this was an issue that we needed to get some clarification on. Please advise.

Yeah, I looked at the legals and they do seem to be slightly off in the ROLI and the QC. And it's weird cause the map provided with the ROLI matches up with the legal in the deed. I would suggest asking for clarification on the legal, and if necessary, a corrected ROLI and QC. This will be included in the dpd cover letter.

7. Exhibit D of the transfer application includes a statement regarding cancellation of supplemental rights under C76714 that I don't understand. It is not clear to me if this statement has any impact on the cancellation of these rights as described in the dpd. Please advise.

This is their standard statement indicating their interest in cancelling the supplemental right. It should not impact how the cancellation is described in the DPD. They are simply acknowledging that it will be cancelled as part of our process and that the result of the cancellation will be the reduction in the number of acres that may be irrigated under the supplemental right and not impact the volume of water that may be diverted under the supplemental right. Roger.

Along with the electronic deliverables, I have also included an excel spreadsheet that lists and describes the QC and ownership information and any issues or deficiencies I identified. I think this information will help you with your review.

Please let me now if you need anything else.

Regards,

Greg Kupillas, R.G., C.W.R.E.

Pacific Hydro-Geology Inc.
18477 S. Valley Vista Rd.
Mulino, OR 97042
503.632.5016

Laura Snedaker

From: Greg Kupillas [phggek@bctonline.com]
Sent: Wednesday, June 18, 2008 4:41 PM
To: Laura Snedaker
Subject: RE: DRC/COID Transfer 10544

Laura:

Your second paragraph (Application Maps in General) is a bombshell. I have already checked all of the transfers you listed on your May 9, 2008 e-mail against the properties involved in this transfer and found no conflicts. Now I have to go through all of these transfers once again to check against *all* rights within each quarter quarter section. Darn (to put it nicely)! I assume I am supposed to be comparing the acreages shown on the application maps with the sum of the remaining right and confirming right acres listed in C83571, that is, I assume I should not consider inchoate rights. Is that right?

Greg Kupillas
Pacific Hydro-Geology Inc.
18477 S. Valley Vista Rd.
Mulino, OR 97042
503.632.5016

-----Original Message-----
From: Laura Snedaker [mailto:snedaklk@wrd.state.or.us]
Sent: Wednesday, June 04, 2008 11:52 AM
To: phggek@bctonline.com
Subject: RE: DRC/COID Transfer 10544

Greg:

See comments in green below on your specific questions. I also noted the following:

Trust deeds in general – when looking up the trust deeds on the Deschutes County website also check for satisfying documents. These associated deeds might be noted at the bottom of the information screen on a specific deed. I'm guessing you're already doing this but thought I would mention just in case. If questions, please give me a call.

Application maps in general – are you checking to see whether the maps match up with certificate 83571 in terms of the balance between the amounts proposed for transfer and the number of acres identified as remaining? If not, this should be checked and if the acres don't balance look at other transfers, cancellations, or other actions in the same quarter quarter since 83571 was issued that might have affected the number of acres (up or down). And if no apparent action that affected that quarter quarter, ask questions of the District to clarify the remaining acres.

I checked one map at random, the Scorza map, and found that Cert 83571 shows 20.8 acres but the map only shows a total of 17.35 acres. Are there actions that occurred since the cert was issued that affected the number of acres in this quarter quarter?

Affidavit of use – did the applicant include all supporting documentation identified in the affidavit? Do we have all needed information? Do the leases identified cover all of the acres of irrigation requested for transfer?

Are any of the leases still in effect?

Arrowood – Does the legal description provided between the deeds, ROLI, and QC match up and also seem to align with the area shown on the application map proposed for transfer?

Elk Horn – no concern on 7/3/2003 trust deed since this was associated with a previous landowner prior

to the sale of the property to Elk Horn.

Arthur – you can get a copy of the Improvement Agreement from the county website. Just enter the book and page number in the appropriate spot on the inquiry screen. For example, 351-948 in the book page entry spot.

Arthur – does the affidavit of use cover lot 204 – is this part of the transfer?

Pat Dean – you can get a copy of the deed from the county website – see note under Arthur.

Havnip - Does the legal description provided between the deeds, ROLI, and QC match up and also seem to align with the area shown on the application map proposed for transfer?

Rice – Definitely need to ask for clarification on lot 201. I also noted that the Affidavit of use didn't appear to include lot 201.

Watson – on the trust deed check out document 321-1590 and then 2006-039712 on the county website. It appears that this trust deed has been satisfied and is no longer an issue of concern. Generally handwritten notes are not sufficient documentation. So I dug a little on the county website to see what could be found.

Hendricks - Does the legal description provided between the deeds, ROLI, and QC match up and also seem to align with the area shown on the application map proposed for transfer?

Altera – I wrote a note to ask whether the property description in the QC match that provided in the ROLI.

DPD cover letter – looks good – feel free to make any additions or changes based on the information provided above and below (in green).

DPD – I made a few edits on the draft of the DPD. Take a look. I wasn't sure but it looked like you may have used an example DPD as the base for your DPD document. When creating a new DPD please use the blank template provided by the Department. That document contains marcros that are most helpful to creation of succeeding documents (PD and FO).

Mitigation – need clarification from the applicant as to which party the credits are to be assigned. DRC or COID or both.

Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

From: Greg Kupillas [mailto:phggek@bctonline.com]
Sent: Monday, May 19, 2008 4:18 PM
To: Laura Snedaker
Subject: DRC/COID Transfer 10544

Laura:

At long last, I am sending you the electronic deliverables for the subject transfer. In addition to the issues I have included in the dpd cover letter, I have a number of questions and issues to discuss with you, some of which may affect the dpd cover letter, depending on your response.

1. Some of the deed records I'd like to research are dated prior to 1985, and these seem to be unavailable for review on Deschutes County's website. Do you know of any other way to get these records on line?

There might be a way to get these on-line. From the county clerk page did you try entering the book and page number? This can be entered as 351-948, for example, where 351 is the book number and 948 is the page number. If this needs further clarification, give me a call and I can walk you through.

2. Are we concerned only with trust deeds that specifically name water rights among those things that are being conveyed to the trustee, or is there other language that could be interpreted to include water rights that we should be looking out for?

In this case, we're only concerned with those trust deeds that call out the water rights specifically.

3. A couple of the ROLIs provided with the application included language in the list of exceptions such as "Regulations, including levies, liens, assessments, water and irrigation rights and easements for ditches and canals of the COID." (See ROLIs for Elk Horn Development and George and Jennifer Arthur.) I do not understand the implications of such language in a ROLI. Can you clarify?

This is pretty standard boiler plate language for properties located within organized irrigation districts. I believe that it just means that the landowner is subject to irrigation district requirements as they apply to their particular property, for example, if a canal runs or ditch runs through the property.

4. The ownership information provided for Whipple included escrow (payoff) documents in lieu of a ROLI. I am uncertain if these payoff statements are sufficient and can serve in lieu of a ROLI. Please advise.

Nope, need a ROLI.

On the trust deeds, it looks like these were all satisfied. Check out 2004-17107 and 2006-22771.

5. In the quitclaim deed and other ownership information for Lorraine Hendricks, the legal description includes an exception area described as "Except any portion lying within the right of way of Whitted Market Road." I suspect that the Whitted Market Road is now known as Helmholtz way, the road that borders the Western boundary of the subject property. However, I haven't been able to find any information on line to verify this. Is this something you think we need to pursue further, or is it safe to assume that they were talking about what is now Helmholtz way?

Probably would be good to get some clarification here. I tried poking around the Deschutes County website. They have a spot for road research. Here's the link – maybe it might work better for you: http://www.deschutes.org/go/objectid/A444EE0E-BDBD-57C1-920330E87A645D22/index.cfm&flushcache=1&showDraft=1

If you can't find something, I think we should ask for documentation showing the change in name. I agree that Whitted Market Road is probably now Helmholtz Way but there's probably something they could get confirming the name change.

6. In the quitclaim deed and other ownership information for WASABI WASABI, LLC, the legal descriptions appear to be describing the same property, but they vary slightly in the dimensions of the main rectangular area. I wasn't sure whether or not this was an issue that we needed to get some clarification on. Please advise.

Yeah, I looked at the legals and they do seem to be slightly off in the ROLI and the QC. And it's weird cause the map provided with the ROLI matches up with the legal in the deed. I would suggest asking for clarification on the legal, and if necessary, a corrected ROLI and QC.

7. Exhibit D of the transfer application includes a statement regarding cancellation of supplemental rights under C76714 that I don't understand. It is not clear to me if this statement has any impact

on the cancellation of these rights as described in the dpd. Please advise.

This is their standard statement indicating their interest in cancelling the supplemental right. It should not impact how the cancellation is described in the DPD. They are simply acknowledging that it will be cancelled as part of our process and that the result of the cancellation will be the reduction in the number of acres that may be irrigated under the supplemental right and not impact the volume of water that may be diverted under the supplemental right.

Along with the electronic deliverables, I have also included an excel spreadsheet that lists and describes the QC and ownership information and any issues or deficiencies I identified. I think this information will help you with your review.

Please let me now if you need anything else.

Regards,

Greg Kupillas, R.G., C.W.R.E.

Pacific Hydro-Geology Inc.
18477 S. Valley Vista Rd.
Mulino, OR 97042
503.632.5016

Laura Snedaker

From: Laura Snedaker
Sent: Wednesday, June 04, 2008 1:02 PM
To: 'phggek@bctonline.com'
Subject: RE: DRC/COID Transfer 10544

Great! FYI – I will be out of the office from June 16th through July 14th. I'm hoping to get the DPD on this transfer out before I leave. But if that timeline doesn't work, please forward your deliverables and review materials to Dorothy. She'll be babysitting this file while I'm away from the office.

Thanks, Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

From: Greg Kupillas [mailto:phggek@bctonline.com]
Sent: Wednesday, June 04, 2008 12:59 PM
To: Laura Snedaker
Subject: RE: DRC/COID Transfer 10544

Laura:

I am pleased that you had much fewer revisions to this dpd than the one for the big DRC/SID transfer I did. I will get busy working on responses to your comments and a revised dpd cover letter as soon as I can.

Greg Kupillas, R.G., C.W.R.E.

Pacific Hydro-Geology Inc.
18477 S. Valley Vista Rd.
Mulino, OR 97042
503.632.5016

> -----Original Message-----
> **From:** Laura Snedaker [mailto:snedaklk@wrd.state.or.us]
> **Sent:** Wednesday, June 04, 2008 11:52 AM
> **To:** phggek@bctonline.com
> **Subject:** RE: DRC/COID Transfer 10544
>
> Greg:
>
> See comments in green below on your specific questions. I also noted the following:
>
> Trust deeds in general – when looking up the trust deeds on the Deschutes County website also check for satisfying documents. These associated deeds might be noted at the bottom of the information screen on a specific deed. I'm guessing you're already doing this but thought I would mention just in case. If questions, please give me a call.
>
> Application maps in general – are you checking to see whether the maps match up with certificate 83571

in terms of the balance between the amounts proposed for transfer and the number of acres identified as remaining? If not, this should be checked and if the acres don't balance look at other transfers, cancellations, or other actions in the same quarter quarter since 83571 was issued that might have affected the number of acres (up or down). And if no apparent action that affected that quarter quarter, ask questions of the District to clarify the remaining acres.

I checked one map at random, the Scorza map, and found that Cert 83571 shows 20.8 acres but the map only shows a total of 17.35 acres. Are there actions that occurred since the cert was issued that affected the number of acres in this quarter quarter?

Affidavit of use – did the applicant include all supporting documentation identified in the affidavit? Do we have all needed information? Do the leases identified cover all of the acres of irrigation requested for transfer?

Are any of the leases still in effect?

Arrowood – Does the legal description provided between the deeds, ROLI, and QC match up and also seem to align with the area shown on the application map proposed for transfer?

Elk Horn – no concern on 7/3/2003 trust deed since this was associated with a previous landowner prior to the sale of the property to Elk Horn.

Arthur – you can get a copy of the Improvement Agreement from the county website. Just enter the book and page number in the appropriate spot on the inquiry screen. For example, 351-948 in the book page entry spot.

Arthur – does the affidavit of use cover lot 204 – is this part of the transfer?

Pat Dean – you can get a copy of the deed from the county website – see note under Arthur.

Havnip - Does the legal description provided between the deeds, ROLI, and QC match up and also seem to align with the area shown on the application map proposed for transfer?

Rice – Definitely need to ask for clarification on lot 201. I also noted that the Affidavit of use didn't appear to include lot 201.

Watson – on the trust deed check out document 321-1590 and then 2006-039712 on the county website. It appears that this trust deed has been satisfied and is no longer an issue of concern. Generally handwritten notes are not sufficient documentation. So I dug a little on the county website to see what could be found.

Hendricks - Does the legal description provided between the deeds, ROLI, and QC match up and also seem to align with the area shown on the application map proposed for transfer?

Altera – I wrote a note to ask whether the property description in the QC match that provided in the ROLI.

DPD cover letter – looks good – feel free to make any additions or changes based on the information provided above and below (in green).

DPD – I made a few edits on the draft of the DPD. Take a look. I wasn't sure but it looked like you may have used an example DPD as the base for your DPD document. When creating a new DPD please use the blank template provided by the Department. That document contains marcros that are most helpful to creation of succeeding documents (PD and FO).

Mitigation – need clarification from the applicant as to which party the credits are to be assigned. DRC or COID or both.

Laura

Laura Snedaker

Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

From: Greg Kupillas [mailto:phggek@bctonline.com]
Sent: Monday, May 19, 2008 4:18 PM
To: Laura Snedaker
Subject: DRC/COID Transfer 10544

Laura:

At long last, I am sending you the electronic deliverables for the subject transfer. In addition to the issues I have included in the dpd cover letter, I have a number of questions and issues to discuss with you, some of which may affect the dpd cover letter, depending on your response.

1. Some of the deed records I'd like to research are dated prior to 1985, and these seem to be unavailable for review on Deschutes County's website. Do you know of any other way to get these records on line?

There might be a way to get these on-line. From the county clerk page did you try entering the book and page number? This can be entered as 351-948, for example, where 351 is the book number and 948 is the page number. If this needs further clarification, give me a call and I can walk you through.

2. Are we concerned only with trust deeds that specifically name water rights among those things that are being conveyed to the trustee, or is there other language that could be interpreted to include water rights that we should be looking out for?

In this case, we're only concerned with those trust deeds that call out the water rights specifically.

3. A couple of the ROLIs provided with the application included language in the list of exceptions such as "Regulations, including levies, liens, assessments, water and irrigation rights and easements for ditches and canals of the COID." (See ROLIs for Elk Horn Development and George and Jennifer Arthur.) I do not understand the implications of such language in a ROLI. Can you clarify?

This is pretty standard boiler plate language for properties located within organized irrigation districts. I believe that it just means that the landowner is subject to irrigation district requirements as they apply to their particular property, for example, if a canal runs or ditch runs through the property.

4. The ownership information provided for Whipple included escrow (payoff) documents in lieu of a ROLI. I am uncertain if these payoff statements are sufficient and can serve in lieu of a ROLI. Please advise.

Nope, need a ROLI.

On the trust deeds, it looks like these were all satisfied. Check out 2004-17107 and 2006-22771.

5. In the quitclaim deed and other ownership information for Lorraine Hendricks, the legal description includes an exception area described as "Except any portion lying within the right of way of Whitted Market Road." I suspect that the Whitted Market Road is now known as Helmholtz way, the road that borders the Western boundary of the subject property. However, I haven't been able to find any information on line to verify this. Is this something you think we need to pursue further, or is it safe to assume that they were talking about what is now Helmholtz way?

Probably would be good to get some clarification here. I tried poking around the Deschutes County website. They have a spot for road research. Here's the link – maybe it might work better for you: http://www.deschutes.org/go/objectid/A444EE0E-BDBD-57C1-920330E87A645D22/index.cfm&flushcache=1&showDraft=1

If you can't find something, I think we should ask for documentation showing the change in name. I agree that Whitted Market Road is probably now Helmholtz Way but there's probably something they could get confirming the name change.

6. In the quitclaim deed and other ownership information for WASABI WASABI, LLC, the legal descriptions appear to be describing the same property, but they vary slightly in the dimensions of the main rectangular area. I wasn't sure whether or not this was an issue that we needed to get some clarification on. Please advise.

Yeah, I looked at the legals and they do seem to be slightly off in the ROLI and the QC. And it's weird cause the map provided with the ROLI matches up with the legal in the deed. I would suggest asking for clarification on the legal, and if necessary, a corrected ROLI and QC.

7. Exhibit D of the transfer application includes a statement regarding cancellation of supplemental rights under C76714 that I don't understand. It is not clear to me if this statement has any impact on the cancellation of these rights as described in the dpd. Please advise.

This is their standard statement indicating their interest in cancelling the supplemental right. It should not impact how the cancellation is described in the DPD. They are simply acknowledging that it will be cancelled as part of our process and that the result of the cancellation will be the reduction in the number of acres that may be irrigated under the supplemental right and not impact the volume of water that may be diverted under the supplemental right.

Along with the electronic deliverables, I have also included an excel spreadsheet that lists and describes the QC and ownership information and any issues or deficiencies I identified. I think this information will help you with your review.

Please let me now if you need anything else.

Regards,

Greg Kupillas, R.G., C.W.R.E.

Pacific Hydro-Geology Inc.
18477 S. Valley Vista Rd.
Mulino, OR 97042
503.632.5016

Laura Snedaker

From: Greg Kupillas [phggek@bctonline.com]
Sent: Monday, May 19, 2008 4:18 PM
To: Laura Snedaker
Subject: DRC/COID Transfer 10544
Attachments: 10544-contact-list.doc; 10544-dpd-approve-iswr-MP113-RA.doc; 10544-dpd-cover-iswr-MP113-RA.doc; 10544-pd-notice.doc; 10544-pd-cover.doc; 10544-cf-iswr-MP113.doc; Ownership Information.xls

Laura:

At long last, I am sending you the electronic deliverables for the subject transfer. In addition to the issues I have included in the dpd cover letter, I have a number of questions and issues to discuss with you, some of which may affect the dpd cover letter, depending on your response.

1. Some of the deed records I'd like to research are dated prior to 1985, and these seem to be unavailable for review on Deschutes County's website. Do you know of any other way to get these records on line?

   probs need req from applicant.

2. Are we concerned only with trust deeds that specifically name water rights among those things that are being conveyed to the trustee, or is there other language that could be interpreted to include water rights that we should be looking out for?

   forward trust deed doc - only those that call out spec.

3. A couple of the ROLIs provided with the application included language in the list of exceptions such as "Regulations, including levies, liens, assessments, water and irrigation rights and easements for ditches and canals of the COID." (See ROLIs for Elk Horn Development and George and Jennifer Arthur.) I do not understand the implications of such language in a ROLI. Can you clarify?

4. The ownership information provided for Whipple included escrow (payoff) documents in lieu of a ROLI. I am uncertain if these payoff statements are sufficient and can serve in lieu of a ROLI. Please advise.

   need ROLI

5. In the quitclaim deed and other ownership information for Lorraine Hendricks, the legal description includes an exception area described as "Except any portion lying within the right of way of Whitted Market Road." I suspect that the Whitted Market Road is now known as Helmholtz way, the road that borders the Western boundary of the subject property. However, I haven't been able to find any information on line to verify this. Is this something you think we need to pursue further, or is it safe to assume that they were talking about what is now Helmholtz way?

   send research link - clarification

6. In the quitclaim deed and other ownership information for WASABI WASABI, LLC, the legal descriptions appear to be describing the same property, but they vary slightly in the dimensions of the main rectangular area. I wasn't sure whether or not this was an issue that we needed to get some clarification on. Please advise.

   ?

7. Exhibit D of the transfer application includes a statement regarding cancellation of supplemental rights under C76714 that I don't understand. It is not clear to me if this statement has any impact on the

cancellation of these rights as described in the dpd. Please advise.

Along with the electronic deliverables, I have also included an excel spreadsheet that lists and describes the QC and ownership information and any issues or deficiencies I identified. I think this information will help you with your review.

Please let me now if you need anything else.

Regards,

Greg Kupillas, R.G., C.W.R.E.

Pacific Hydro-Geology Inc.
18477 S. Valley Vista Rd.
Mulino, OR 97042
503.632.5016

Laura Snedaker

From: Laura Snedaker
Sent: Wednesday, June 04, 2008 11:52 AM
To: 'phggek@bctonline.com'
Subject: RE: DRC/COID Transfer 10544
Attachments: 10544-dpd-approve-iswr-MP113-RA(edits).doc

Greg:

See comments in green below on your specific questions. I also noted the following:

Trust deeds in general – when looking up the trust deeds on the Deschutes County website also check for satisfying documents. These associated deeds might be noted at the bottom of the information screen on a specific deed. I'm guessing you're already doing this but thought I would mention just in case. If questions, please give me a call.

Application maps in general – are you checking to see whether the maps match up with certificate 83571 in terms of the balance between the amounts proposed for transfer and the number of acres identified as remaining? If not, this should be checked and if the acres don't balance look at other transfers, cancellations, or other actions in the same quarter quarter since 83571 was issued that might have affected the number of acres (up or down). And if no apparent action that affected that quarter quarter, ask questions of the District to clarify the remaining acres.

I checked one map at random, the Scorza map, and found that Cert 83571 shows 20.8 acres but the map only shows a total of 17.35 acres. Are there actions that occurred since the cert was issued that affected the number of acres in this quarter quarter?

Affidavit of use – did the applicant include all supporting documentation identified in the affidavit? Do we have all needed information? Do the leases identified cover all of the acres of irrigation requested for transfer?

Are any of the leases still in effect?

Arrowood – Does the legal description provided between the deeds, ROLI, and QC match up and also seem to align with the area shown on the application map proposed for transfer?

Elk Horn – no concern on 7/3/2003 trust deed since this was associated with a previous landowner prior to the sale of the property to Elk Horn.

Arthur – you can get a copy of the Improvement Agreement from the county website. Just enter the book and page number in the appropriate spot on the inquiry screen. For example, 351-948 in the book page entry spot.

Arthur – does the affidavit of use cover lot 204 – is this part of the transfer?

Pat Dean – you can get a copy of the deed from the county website – see note under Arthur.

Havnip - Does the legal description provided between the deeds, ROLI, and QC match up and also seem to align with the area shown on the application map proposed for transfer?

Rice – Definitely need to ask for clarification on lot 201. I also noted that the Affidavit of use didn't appear to include lot 201.

Watson – on the trust deed check out document 321-1590 and then 2006-039712 on the county website. It appears that this trust deed has been satisfied and is no longer an issue of concern. Generally handwritten notes are not sufficient documentation. So I dug a little on the county website to see what could be found.

Hendricks - Does the legal description provided between the deeds, ROLI, and QC match up and also seem to

align with the area shown on the application map proposed for transfer?

Altera – I wrote a note to ask whether the property description in the QC match that provided in the ROLI.

DPD cover letter – looks good – feel free to make any additions or changes based on the information provided above and below (in green).

DPD – I made a few edits on the draft of the DPD. Take a look. I wasn't sure but it looked like you may have used an example DPD as the base for your DPD document. When creating a new DPD please use the blank template provided by the Department. That document contains marcros that are most helpful to creation of succeeding documents (PD and FO).

Mitigation – need clarification from the applicant as to which party the credits are to be assigned. DRC or COID or both.

Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

From: Greg Kupillas [mailto:phggek@bctonline.com]
Sent: Monday, May 19, 2008 4:18 PM
To: Laura Snedaker
Subject: DRC/COID Transfer 10544

Laura:

At long last, I am sending you the electronic deliverables for the subject transfer. In addition to the issues I have included in the dpd cover letter, I have a number of questions and issues to discuss with you, some of which may affect the dpd cover letter, depending on your response.

1. Some of the deed records I'd like to research are dated prior to 1985, and these seem to be unavailable for review on Deschutes County's website. Do you know of any other way to get these records on line?

There might be a way to get these on-line. From the county clerk page did you try entering the book and page number? This can be entered as 351-948, for example, where 351 is the book number and 948 is the page number. If this needs further clarification, give me a call and I can walk you through.

2. Are we concerned only with trust deeds that specifically name water rights among those things that are being conveyed to the trustee, or is there other language that could be interpreted to include water rights that we should be looking out for?

In this case, we're only concerned with those trust deeds that call out the water rights specifically.

3. A couple of the ROLIs provided with the application included language in the list of exceptions such as "Regulations, including levies, liens, assessments, water and irrigation rights and easements for ditches and canals of the COID." (See ROLIs for Elk Horn Development and George and Jennifer Arthur.) I do not understand the implications of such language in a ROLI. Can you clarify?

This is pretty standard boiler plate language for properties located within organized irrigation districts. I believe that it just means that the landowner is subject to irrigation district requirements as they apply to their particular

property, for example, if a canal runs or ditch runs through the property.

4. The ownership information provided for Whipple included escrow (payoff) documents in lieu of a ROLI. I am uncertain if these payoff statements are sufficient and can serve in lieu of a ROLI. Please advise.

Nope, need a ROLI.

On the trust deeds, it looks like these were all satisfied. Check out 2004-17107 and 2006-22771.

5. In the quitclaim deed and other ownership information for Lorraine Hendricks, the legal description includes an exception area described as "Except any portion lying within the right of way of Whitted Market Road." I suspect that the Whitted Market Road is now known as Helmholtz way, the road that borders the Western boundary of the subject property. However, I haven't been able to find any information on line to verify this. Is this something you think we need to pursue further, or is it safe to assume that they were talking about what is now Helmholtz way?

Probably would be good to get some clarification here. I tried poking around the Deschutes County website. They have a spot for road research. Here's the link – maybe it might work better for you: http://www.deschutes.org/go/objectid/A444EE0E-BDBD-57C1-920330E87A645D22/index.cfm&flushcache=1&showDraft=1

If you can't find something, I think we should ask for documentation showing the change in name. I agree that Whitted Market Road is probably now Helmholtz Way but there's probably something they could get confirming the name change.

6. In the quitclaim deed and other ownership information for WASABI WASABI, LLC, the legal descriptions appear to be describing the same property, but they vary slightly in the dimensions of the main rectangular area. I wasn't sure whether or not this was an issue that we needed to get some clarification on. Please advise.

Yeah, I looked at the legals and they do seem to be slightly off in the ROLI and the QC. And it's weird cause the map provided with the ROLI matches up with the legal in the deed. I would suggest asking for clarification on the legal, and if necessary, a corrected ROLI and QC.

7. Exhibit D of the transfer application includes a statement regarding cancellation of supplemental rights under C76714 that I don't understand. It is not clear to me if this statement has any impact on the cancellation of these rights as described in the dpd. Please advise.

This is their standard statement indicating their interest in cancelling the supplemental right. It should not impact how the cancellation is described in the DPD. They are simply acknowledging that it will be cancelled as part of our process and that the result of the cancellation will be the reduction in the number of acres that may be irrigated under the supplemental right and not impact the volume of water that may be diverted under the supplemental right.

Along with the electronic deliverables, I have also included an excel spreadsheet that lists and describes the QC and ownership information and any issues or deficiencies I identified. I think this information will help you with your review.

Please let me now if you need anything else.

Regards,

Greg Kupillas, R.G., C.W.R.E.

Pacific Hydro-Geology Inc.
18477 S. Valley Vista Rd.
Mulino, OR 97042
503.632.5016

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of Instream Transfer Application T-10544 and Mitigation Credit Project MP-113, Deschutes County	)	D R A F T PRELIMINARY DETERMINATION PROPOSING APPROVAL OF A CHANGE IN PLACE OF USE AND CHARACTER OF USE, PARTIAL CANCELLATION OF A SUPPLEMENTAL WATER RIGHT, AND PRELIMINARY AWARD OF MITIGATION CREDITS

Authority

ORS 540.505 to 540.580 establishes the process in which a water right holder may submit a request to transfer the point of diversion, place of use, or character of use authorized under an existing water right. OAR Chapter 690, Division 380 implements the statutes and provides the Department's procedures and criteria for evaluating transfer applications. OAR Chapter 690, Division 077 provides additional criteria for evaluating transfers to instream water rights.

ORS 540.621 establishes the process for the owner of land to which a water right is appurtenant to certify under oath that the water right, or a portion thereof, has been abandoned and to voluntarily request that it be cancelled.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Pursuant to OAR 690-521-0400 (2), any mitigation credits awarded to a mitigation project are valid until used to fulfill a mitigation obligation of a ground water use in the Deschutes Ground Water Study Area. Valid mitigation credits may be assigned by any person or recognized mitigation bank to any person or other mitigation bank. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

Applicants

CENTRAL OREGON IRRIGATION DISTRICT
1055 SW LAKE COURT
REDMOND, OR 97756

DESCHUTES RIVER CONSERVANCY
700 NW HILL STREET
BEND, OR 97701

Pursuant to OAR 690-380-4030, any person may file a protest or standing statement within 30 days after the last date of publication of notice of this preliminary determination.

Findings of Fact

Background

1. On February 22, 2008, the Central Oregon Irrigation District (COID) and Deschutes River Conservancy (DRC) filed an application to change the place of use and character of use under Certificate 83571 to instream use. The Department assigned the application number T-10544.

2. That portion of the right to be transferred is as follows:

Certificate: 83571 in the name of Central Oregon Irrigation District
Use: Irrigation of 118.99 acres
Priority Date: October 31, 1900 and December 2, 1907
Season of Use: April 1 through October 31, further limited as follows:
April 1 through April 30 & October 1 through October 31 described herein as Season 1
May 1 through May 14 & September 16 through September 30 described herein as Season 2
May 15 through September 15 described herein as Season 3
Maximum Quantity (Rate) that can be applied to an acre:
Season 1: limited to 1/80th cubic foot per second (CFS) per acre
Season 2: limited to 1/60th CFS per acre
Season 3: limited to 1/32.4th CFS per acre
Maximum Duty that can be applied to an acre:
Not to exceed 9.91 acre-feet (AF) per acre per year.
The above listed rates and duty reflect allowance of a 45% transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Those lands not served from the district main canal systems, but by direct pumping from the Deschutes River, are not allowed the 45% transmission loss.
Source: The Deschutes River, tributary to the Columbia River
Authorized Point of Diversion (POD):

Township		Range		Meridian	Sec	¼ ¼		Survey Coordinates
17	S	12	E	W.M.	29	SE	NE	POD #11 (COID NORTH CANAL): 850 FEET NORTH AND 630 FEET WEST FROM THE EAST ¼ CORNER OF SECTION 29

Authorized Places of Use:

Township		Range		Meridian	Sec	¼ ¼		Acres
14	S	13	E	WM	16	SE	SW	0.24
14	S	13	E	WM	34	NE	SE	8.00
15	S	13	E	WM	4	NE	NE	5.00
15	S	13	E	WM	5	SE	NE	4.50
15	S	13	E	WM	5	NW	SW	30.20

Township		Range		Meridian	Sec	¼	¼	Acres
15	S	13	E	WM	5	SW	SE	3.77
15	S	13	E	WM	8	SW	SW	0.90
15	S	13	E	WM	8	SE	SW	19.62
15	S	13	E	WM	8	SW	SE	4.50
15	S	13	E	WM	9	NW	NW	2.00
15	S	13	E	WM	9	NE	SE	2.40
15	S	13	E	WM	10	SW	NW	5.40
15	S	13	E	WM	17	NW	NW	14.70
15	S	13	E	WM	18	SW	SE	4.00
15	S	13	E	WM	20	NW	NW	4.40
15	S	13	E	WM	20	NW	SE	0.18
15	S	13	E	WM	20	SE	SE	0.63
15	S	13	E	WM	21	SW	NW	0.50
15	S	13	E	WM	30	NW	SE	8.05

3. Certificate 83571 is a deficient water right. If water were diverted simultaneously to all authorized lands and uses described in the right at the maximum rates and duty allowed (described in Finding of Fact #2), the total rate and duty for the water right would be exceeded. In the event water were diverted simultaneously to all authorized lands and uses described in the right at the maximum rates and duty allowed at the POD (described in Finding of Fact #2), the portion of the right involved in this transfer would be limited as described in the tables below. These rates and duty are also the quantities by which Certificate 83571 shall be reduced, if this transfer is approved.

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	1.484 CFS	1.978 CFS	2.616 CFS	1,176.27 AF
December 2, 1907			1.048 CFS	

4. A total of 648.55 AF of water, excluding transmission losses, may be beneficially used annually for primary irrigation under the portion of existing Certificate 83571 proposed for transfer.

5. Supplemental right, Certificate 76714, is appurtenant to the same lands from which the primary right under Certificate 83571 is proposed to be transferred to instream use. The applicant has requested that the affected portion of Certificate 76714 be cancelled upon issuance of the Final Order approving T-10544.

6. The applicants are not the owners of the lands to which the water right described in Finding of Fact #2 is appurtenant. However, water right conveyance agreements have been completed and interest in the water rights has been conveyed to COID from each landowner described in the table below. The portion of this right to be transferred was appurtenant to lands owned by the identified land landowners at the time interest in the water right was conveyed through a Quit Claim, a water right conveyance agreement.

Landowner	Water Right Interest Holder	T	R	Sec	¼ ¼	Current Tax Lot
J. Pat and Carolyn Horton, Jayne I. Heyne, and Tyler Fitzsimons	COID	15S	13E	5	NW SW	901
Arrowood Development, LLC	COID	15S	13E	30	NW SE	600
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1302
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1304
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1306
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1307
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1308
Elk Horn Development, LLC	COID	15S	13E	8	SE SW	100
George A. and Jennifer Arthur	COID	15S	13E	20	NW NW	201
Pat C. Dean, Trustee, or successor in trust, under The Pat C. Dean Revocable Living Trust, dated March 15, 2005	COID	15S	13E	10	SW NW	500
Gene W. and Judy R. Hoskin, Grant and Julie Hoskin, and Shannon and Tara Townsend	COID	14S	13E	34	NE SE	2008
Havnip Investment, LLC	COID	15S	13E	8	SW SE	2200
Duane and Kristeen M. Whipple	COID	15S	13E	5	SW SE	1103
Prescott S. and Brook L. Rice	COID	15S	13E	9	NW NW	205
Hayden H. Watson	COID	15S	13E	4	NE NE	600
Lorraine Hendricks	COID	15S	13E	18	SW SE	2802
Lorraine Hendricks	COID	15S	13E	18	SW SE	2809
Alterra Investments LLC	COID	15S	13E	8	SE SW	1100
A & M Ventures, LLC	COID	15S	13E	9	NE SE	800
Michael R. and Brenda L. Chilcott	COID	15S	13E	20	NW SE	4900
Samuel E. Blackwell, Jr.	COID	15S	13E	21	SW NW	200
Samuel E. Blackwell, Jr.	COID	15S	13E	21	SW NW	300
The DRT Living Trust, UTD August 31, 2005, David L. and Rose M. Noah, Trustees	COID	14S	13E	16	SE SW	1101
Richard A. and Judith L. Scorza	COID	15S	13E	30	NW SE	701
Charles and Dana Garner	COID	15S	13E	8	SW SW	802
WASABI WASABI, LLC	COID	15S	13E	5	SE NE	302
Suzanna F. Clarke	COID	15S	13E	20	SE SE	300

7. Application T-10544 proposes to change the character of use to instream use for fish and wildlife habitat enhancement; recreation; and pollution abatement.

8. Application T-10544 also proposes to use 96.85 acres of irrigation use ~~the lands~~ proposed for instream transfer (described in Finding of Fact #2) for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area, and to use the remaining 22.14 acres of irrigation use for restoration purposes.

9. Application T-10544 proposes to change the place of use of the right to create the following instream reaches:

Reach 1: From COID North Canal POD #11 (described in Finding of Fact #2) to Lake Billy Chinook (River Mile (RM) 120) ~~for establishing mitigation credits~~.

Reach 2: From Lake Billy Chinook (RM 120) to the mouth of the Deschutes River (RM 0) ~~for stream restoration~~.

Formatted: Bullets and Numbering

10. The applicant proposes that water be protected instream during the period April 1 through October 26. Season 3 would end on October 26.

~~10.~~11. The applicant proposes the quantities of water to be transferred and protected instream be as follows:

Reach 1: POD #11 to Lake Billy Chinook (RM 120)

Certificate	Priority Date	Rate Instream	Volume Instream
83571	October 31, 1900	Season 1: 0.818 CFS Season 2: 1.091 CFS Season 3: 2.020 CFS	648.55 AF

Reach 2: Lake Billy Chinook (RM 120) to Mouth (RM 0)

Certificate	Priority Date	Rate Instream	Volume Instream
83571	October 31, 1900	Season 1: 0.10 CFS Season 2: 0.10 CFS Season 3: 0.10 CFS	39.85 AF

Formatted: Bullets and Numbering

~~11.~~12. There are existing instream water rights within the same reach as that proposed for the new instream water right. ~~All of the existing instream water rights were established under ORS 537.348, the instream transfer process, and ORS 537.470, the allocation of conserved water process.~~ There is a pending instream water right application, filed by the Oregon Department of Fish and Wildlife (ODFW) pursuant to ORS 537.341 to establish an instream water right from POD #11 to Lake Billy Chinook, which if approved will have a priority date of September 19, 1990. Below Lake Billy Chinook, there are two other instream water rights, Certificates 73188 and 73237, with priority dates of October 2, 1989 and January 16, 1996, respectively. These instream water rights were established pursuant to ORS 537.341, the state agency instream water right application process, and are located from the Pelton Regulation Dam on the Deschutes River to the mouth. The remaining instream water rights were established under ORS 537.348, the instream transfer process, and ORS 537.470, the allocation of conserved water process.

Formatted: Not Highlight

~~12.~~13. The applicant proposes that any instream water right established as a result of this instream transfer to be additive to existing instream water rights for the same reach established pursuant to ORS 537.348 (instream transfer process) and ORS 537.470 (allocation of conserved water process). The applicant also proposes that any instream water right established as a result of this instream transfer replace a portion of any existing

instream rights established pursuant to ORS 537.346 (minimum streamflow conversion) and ORS 537.341 (state agency instream application process), with an earlier priority date.

~~13.~~14. The applicant has requested to protect water instream under the October 31, 1900, priority date. Water is diverted at the point of diversion during Season 3 under both the 1900 and 1907 priority dates. The quantity of water diverted under the 1907 priority date during Season 3 makes up a balance of water allowed by the decree for transmission losses. Transmission losses account for 45% of the water diverted at the point of diversion and are not transferable to instream use. The quantities of water proposed by the applicant to be transferred instream, as described in Finding of Fact #10, do not include the 45% transmission loss. The Department finds that water may be protected instream solely under the 1900 priority date.

~~14.~~15. The applicant has provided notification of the proposed action to the Cities of Bend and Maupin; Deschutes, Jefferson, and Wasco Counties; and the Confederated Tribes of the Warms Springs Reservation. Additionally, the Department ~~has~~ provided notification of the proposed action to these local governments upon receipt of Transfer Application T-10544~~:~~ _____.

Formatted: Not Highlight

~~15.~~16. Notice of the application for transfer was published on March 11, 2008, pursuant to ORS 540.520 and OAR 690-380-4000. No comments were filed in response to the notice.

~~16.~~17. On _____, 2008, the Department mailed a copy of the draft Preliminary Determination proposing to approve Transfer Application T-10544 to the applicants. The cover letter for the draft Preliminary Determination set forth a deadline of _____, 2008, for the applicants to respond and provide additional information necessary to complete and clarify the application. The additional information requested by the Department was received on _____, 2008. On _____, 2008, the applicants concurred with the draft Preliminary Determination and requested that the Department proceed with issuance of a Preliminary Determination.

Instream Transfer Review Criteria (OAR 690-77-0075 and 690-380-4010

Formatted: Bullets and Numbering

~~17.~~18. Water has been used within the last five years according to the terms and conditions of the rights, and there is no information in the record that would demonstrate that the rights are subject to forfeiture under ORS 540.610.

~~18.~~19. A diversion structure and ditch sufficient to use the full amount of water allowed under the existing right were present within the five-year period prior to submittal of Application T-10544.

~~19.~~20. The period during which water is requested to be protected instream requires modification to prevent injury and enlargement. At the full rates and duty allowed by the water right to be transferred instream, water may be protected instream for a period of 209 days, which appears to be consistent with the period requested by the applicant (April 1 through October 26).

~~20.~~21. The proposed instream use requires modification to take into account return flows. The quantities requested to be protected instream in Reach #2, as described in Finding of Fact #10, account for return flows. A portion of the water diverted at the POD returns to the Deschutes River within the proposed reach and is available to downstream water right holders. Return flows from the existing use are back in the river system once river flows reach the Madras Gage. To prevent injury to downstream water right holders or enlargement, the quantity of water that may be protected instream requires modification and return flows should be accounted for at the Madras Gage. ~~However, existing information suggests that return flows from irrigation of the lands proposed for transfer would enter the Deschutes River in the vicinity of the Madras Gage, which is located downstream from Lake Billy Chinook (RM 120). Thus return flows below Lake Billy Chinook are available to junior users and cannot be protected instream without injury and enlargement.~~ The original Reach #2 proposed by the applicant ~~to~~ accounted for return flows higher on the system than needed.

22. The applicants have also requested to protect water instream for mitigation purposes only down to Lake Billy Chinook and restoration flows down to the mouth of the Deschutes River. The reaches proposed by the applicants requires further modification to take into account where water is to be protected and the location of return flows described in Finding of Fact #21.

~~21.~~23. Based on ~~the previous~~ Findings of Fact #21 and #22, on _____, 2008, the applicants agreed to modify the quantities to be transferred and protected instream as follows:

Reach 1 (Mitigation and Restoration flows): COID North Canal POD #11 (as described in Finding of Fact #2) to Lake Billy Chinook (RM 120)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.818 CFS	648.55 AF
		Season 2	1.091 CFS	
		Season 3	2.020 CFS	

Reach 2 (Restoration flows only): Lake Billy Chinook (RM 120) to Madras Gage

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.152 CFS	120.67 AF
		Season 2	0.203 CFS	
		Season 3	0.376 CFS	

Reach 3 (Restoration flows only): Madras Gage to Mouth (RM 0)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.0196 CFS	39.85 AF
		Season 2	0.0196 CFS	
		Season 3	0.0196 CFS	

Comment [LKS1]: We can round this up so it's consistent with their request.

~~22.~~24. The proposed change, as modified, would not result in enlargement of the right.

Formatted: Bullets and Numbering

~~23.~~25. The proposed change, as modified, would not result in injury to other water rights.

~~24.~~26. The amount and timing of the proposed instream flow are allowable within the limits and use of the original water right.

~~25.~~27. The protection of flows within the proposed reach is appropriate, considering:

(a) The instream water right begins at the recorded point of diversion;

(b) The location of confluences with other streams downstream of the point of diversion;

(c) There are no known areas of natural loss of streamflow to the river bed downstream from the point of diversion; and

(d) Any return flows resulting from the exercise of the existing water right would re-enter the river within the proposed reach and have been accounted for in Reach #3.

Formatted: Bullets and Numbering

~~26.~~28. Within the proposed reach, the Deschutes River is a designated State Scenic Waterway. The protection of flows necessary to maintain the free flowing character of the Deschutes River for fish and wildlife habitat, and recreation is a matter of statutory policy. Within the reach proposed by the applicant, there are several existing instream water rights, which include the use of water for fish habitat, aquatic life, recreation, aesthetics, and ~~minimizing~~ pollution abatement. There is also a pending instream water right application filed by ODFW for anadromous and resident fish rearing. In addition to flows for the designated Scenic Waterway and the pending instream water right application, which are at times not met during the requested period for instream protection, this segment of the Deschutes River is also on the Oregon Department of Environmental Quality's (DEQ) 303d list of water quality limited streams for temperature and pH above Lake Billy Chinook and for nutrients, sedimentation and temperature below Lake Billy Chinook at the lower end of the river.

~~27.~~29. By adding to other water rights leased or transferred instream at the same location, or created through the conserved water statutes, the instream right will provide protection for additional streamflows necessary for conservation, maintenance and enhancement of aquatic and fish life, fish and wildlife habitat and other ecological values; recreation; and pollution abatement.

~~28.~~30. By replacing a portion of instream rights created at the request of state agencies or under the minimum streamflow conversion process, the instream right will provide protection for streamflows previously identified as necessary for conservation, maintenance and enhancement of aquatic and fish life, fish and wildlife habitat and other ecological values; recreation; and pollution abatement under earlier priority dates.

~~29.~~31. During the period April 1 through October 26 any instream water right established by this transfer application may replace a portion of instream water rights established pursuant to ORS 537.341 or 537.346 and be in addition to instream water rights established pursuant to ORS 537.348 or 537.470 unless otherwise specified by an order approving a new instream water right under these statutes.

~~30.~~32. The total monthly quantities of water to be protected under the proposed instream right, in addition to the existing instream water rights, within the proposed reach will provide for a beneficial purpose and do not exceed the estimated average natural flow.

Partial Cancellation of a Water Right

~~31.~~33. There is an existing supplemental right, Certificate 76714, appurtenant to the portion of lands on which Certificate 83571 is proposed for transfer to instream use. The applicant has not submitted an affidavit certifying that the affected portions under Certificate 76714 have been abandoned. The applicant has requested that affected portions of the supplemental water rights under Certificate 76714 be cancelled upon issuance of the Final Order approving T-10544. The portion of Certificate 76714 to be cancelled has been quit claimed to COID.

Formatted: Bullets and Numbering

~~32.~~34. That portion of the supplemental water right to be cancelled is as follows:

Certificate: 76714 in the name of Central Oregon Irrigation District
Use: Supplemental Irrigation of 118.99 acres
Priority Date: February 28, 1913
Source: Crane Prairie Reservoir, constructed under permit R-1687, tributary to the Deschutes River

Authorized PODs:

Township		Range		Meridian	Sec	¼ ¼		Survey Coordinates
21	S	8	E	W.M.	17	NE	NE	CRANE PRAIRIE RESERVOIR DAM
17	S	12	E	W.M.	29	SE	NE	POD #11 (COID NORTH CANAL): 850 FEET NORTH AND 630 FEET EAST FROM THE NORTH ¼ CORNER OF SECTION 29

Authorized Places of Use:

Comment [LKS2]: Do we have sufficient information to tie these locations to the locations described in the supplemental certificate, which still describes the place of use including the tax lot number?

Township		Range		Meridian	Sec	¼	¼	Acres
14	S	13	E	WM	16	SE	SW	0.24
14	S	13	E	WM	34	NE	SE	8.00
15	S	13	E	WM	4	NE	NE	5.00
15	S	13	E	WM	5	SE	NE	4.50
15	S	13	E	WM	5	NW	SW	30.20
15	S	13	E	WM	5	SW	SE	3.77
15	S	13	E	WM	8	SW	SW	0.90
15	S	13	E	WM	8	SE	SW	19.62
15	S	13	E	WM	8	SW	SE	4.50
15	S	13	E	WM	9	NW	NW	2.00
15	S	13	E	WM	9	NE	SE	2.40
15	S	13	E	WM	10	SW	NW	5.40
15	S	13	E	WM	17	NW	NW	14.70
15	S	13	E	WM	18	SW	SE	4.00
15	S	13	E	WM	20	NW	NW	4.40
15	S	13	E	WM	20	NW	SE	0.18
15	S	13	E	WM	20	SE	SE	0.63
15	S	13	E	WM	21	SW	NW	0.50
15	S	13	E	WM	30	NW	SE	8.05

Formatted: Bullets and Numbering

~~33.~~35. The Department has information that POD #11 (COID North Canal) described in Certificates 83571 and 76714 is the same diversion point. The location coordinates described in Certificate 76714 contain errors. The location coordinates should be:

Township		Range		Meridian	Sec	¼	¼	Survey Coordinates
17	S	12	E	W.M.	29	SE	NE	POD # 11 (COID NORTH CANAL): 850 FEET NORTH & 630 FEET WEST FROM THE EAST ¼ CORNER OF SECTION 29

Preliminary Award of Deschutes Basin Mitigation Credits

Formatted: Bullets and Numbering

~~34.~~36. COID and the DRC (the Applicant) have requested that a portion of this instream transfer application be used to establish mitigation credits in the Deschutes Ground Water Study Area. The Applicant has requested that any mitigation credits generated from this project be assigned to COID and the DRC.

~~35.~~37. The Department assigned this mitigation credit project number MP-113.

~~36.~~38. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6) on March 11, ~~_____,~~ 2008. No comments were received in response to this notice.

~~37.~~39. The Department consulted with representatives from ODFW, DEQ, Oregon Parks and Recreation Department (OPRD), Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2) on March 7~~_____~~, 2008. Comments were received from ~~ODFW and~~ OPRD. ~~ODFW identified that this project will provide effective instream protection of flows during the irrigation season and also identified, along with general comments on the mitigation program, that instream flow protection is needed during the months outside of the irrigation season.~~ OPRD identified that this instream transfer will enhance aesthetics and add water needed for fishery resources~~recreation (boating opportunities)~~. ~~OPRD deferred to ODFW for appropriate timing of when flows should be protected instream.~~

Formatted: Not Highlight

Formatted: Not Highlight

~~38.~~40. ~~The Department is unable to expand the period during which instream flows may be protected outside of the irrigation season, as recommended by ODFW, without causing injury to other water rights. The shaping proposed by the instream transfer application does protect water instream over almost the entire irrigation season at the maximum rates possible. Therefore, n~~No modifications were made to the proposed instream use based ~~period~~ upon comments received.

~~39.~~41. The proposed transfer of 96.85~~39.58~~ acres of irrigation use to instream use will provide 174.3~~71.2~~ acre-feet of mitigation water. Therefore, 174.3~~71.2~~ mitigation credits (1.0 mitigation credit = 1.0 AF of mitigation water) may be awarded to this mitigation credit project and assigned to COID and the DRC. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the Middle Deschutes and/or General Zones of Impact.

~~40.~~42. A total of 527.88~~_____~~ AF is proposed to be transferred to instream use for mitigation purposes and 174.3~~_____~~ AF of that, as identified above, may be used for mitigation purposes. The amount of water transferred instream and not used for mitigation purposes will benefit instream flow.

~~41.~~43. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of a certificate(s) for the proposed instream water right shall result in completion of the project and verification that the project is complete. Mitigation credits may become valid the first calendar year that water is protected instream as a result of this transfer.

~~42.~~44. Mitigation credits awarded to this mitigation credit project will be valid beginning the first calendar year that water will be protected instream under any new instream water right created as a result of this instream transfer application.

Determination and Proposed Action

The changes in character of use and place of use to instream use proposed in application T-10544 appear to be consistent with the requirements of ORS 540.505 to 540.580, ORS 537.348, OAR 690-380-5000, and OAR 690-077-0075 and the abandoned portion of the right should be cancelled. If protests are not filed pursuant to OAR 690-380-4030, the application will be approved and the abandoned portion of the right will be cancelled.

This mitigation project appears to result in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

If application T-10544 is approved, the final order will include the following:

1. *The changes in character of use and place of use to instream use proposed in application T-10544 are approved. The portion of the right that has been abandoned is cancelled.*

2. *Water Right Certificate 83571 is modified. A new certificate confirming the instream water right shall be issued. The Department shall issue a new water right certificate to supersede Certificate 83571 on a determination that it is necessary to produce a certificate to confirm that portion of the right not involved in this transfer. Approval of this transfer shall reduce the amount of water lawfully available under the remaining portion of Certificate 83571 by the following:*

Priority Date	*Season 1*	*Season 2*	*Season 3*	*Duty*
October 31, 1900	*1.484 CFS*	*1.978 CFS*	*2.616 CFS*	*1,176.27 AF*
December 2, 1907			*1.048 CFS*	

3. *The portion of Certificate 76714 that has been abandoned is cancelled. Water right certificate 76714 is modified. The Department shall issue a new water right certificate on a determination that it is necessary to produce a certificate to confirm that portion of the water right not affected by the cancellation described in Finding of Fact #32. Modification of this supplemental water right shall reduce by 118.99 acres the number of acres to which stored water may be applied for supplemental irrigation under the right.*

4. *The instream water right shall provide for the protection of streamflows for conservation, maintenance and enhancement of aquatic and fish life, wildlife, fish and wildlife habitat and other ecological values; pollution abatement; and recreation in the Deschutes River as follows:*

Reach 1: from COID North Canal POD #11 (as described in Finding of Fact #2) to Lake Billy Chinook (RM 120).

Priority Date	Period Protected Instream	Instream Rate	Instream Volume
October 31, 1900	April 1 through April 30 and October 1 through October 26	0.818 CFS	648.55 AF
	May 1 through May 14 and September 15 through September 30	1.091 CFS	
	May 15 through September 14	2.020 CFS	

Reach 2: from Lake Billy Chinook (RM 120 to the Madras Gage.

Priority Date	Period Protected Instream	Instream Rate	Instream Volume
October 31, 1900	April 1 through April 30 and October 1 through October 26	0.152 CFS	120.67 AF
	May 1 through May 14 and September 15 through September 30	0.203 CFS	
	May 15 through September 14	0.376 CFS	

Reach 3: from the Madras Gage to the Mouth (RM 0).

Priority Date	Period Protected Instream	Instream Rate	Instream Volume
October 31, 1900	April 1 through April 30 and October 1 through October 26	0.0196 CFS	39.85 AF
	May 1 through May 14 and September 15 through September 30	0.0196 CFS	
	May 15 through September 14	0.0196 CFS	

5. *Water rights upstream of the original point of diversion shall not be subject to regulation for flows in excess of the quantities to which this instream water right is entitled at the original point of diversion.*

6. *Within the specified stream reach, the amount of water to which this right is entitled shall not exceed the quantity of water legally available at the original point of diversion.*

7. *The instream right established by this transfer shall replace a portion of instream water rights established pursuant to ORS 537.341 or 537.346 and be in addition to instream water rights established pursuant to ORS 537.348 or 537.470 unless otherwise specified by an order approving a new instream water right under these statutes.*

8. *The right to the use of the water is restricted to beneficial use at the place of use described, and is subject to other conditions and limitations as may be germane to instream rights, that are contained in Certificate 83571 and any related decree.*

9. *The former place of use of the transferred water shall no longer receive water as part of these rights.*

10. ***Preliminary Award of Mitigation Credits:*** *Final Award of Mitigation Credits may be made upon completion of the project and verification by the Department that the project has been completed as proposed. Issuance of a new instream water right certificate, as described herein, will result in completion of the project and verification by the Department that the*

project is complete. If completed as proposed, mitigation credits, in the amount of 174.3 credits, as described herein, may be awarded to this mitigation project and assigned to COID and the DRC. Mitigation credits awarded may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the ***Middle Deschutes and General Zones of Impact****. The awarded mitigation credits are valid beginning the first calendar year that water will be protected instream under the new instream water right.*

11. *Mitigation credits are valid until used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.*

12. *The instream certificate created as a result of the approval of this transfer shall be identified as a mitigation credit project. Within each instream certificate, the number of mitigation credits, the zone of impact in which the mitigation credits were generated and may be used, and the volume of water dedicated instream solely for instream benefits shall also be specified.*

Dated at Salem, Oregon this _____ day of _____ ~~December~~, 200~~7~~8.

D R A F T

_____
Phillip C. Ward, Director

This Draft Preliminary Determination was prepared by a Reimbursement Authority contractor. If you have questions about the information in this document, you may reach Laura Snedaker at 503-986-0884 or Laura.K.Snedaker@wrd.state.or.us.

~~Protests should be addressed to the attention of Field Services Division, Water Resources Department, 725 Summer St. NE, Suite A, Salem, OR 97301-1266.~~

T-10544
Work Order

WORK ORDER

Work Order #: **R09 121 09**

Water Right Contract Work

This Work Order hereby incorporates by reference all of the terms and conditions contained in the Price Agreement between the State of Oregon acting by and through Oregon Water Resources Department and **Pacific Hydro-Geology Inc.**

Contractor Data	Water Resource Data
Project Contact: Gregory Kupillas	Project Officer: Dorothy Pedersen
Title:	Transfer Advisor
Address: 18477 S. Valley Vista Rd	Address: 725 Summer Street NE, Suite A
Mulino, OR 97042	Phone: (503) 986-0890
Phone: (503) 632-5016	Fax: (503) 986-0903
Fax: (503) 632-5983	E-Mail: Dorothy.I.Pedersen@wrd.state.or.us
E-Mail: phggek@bctonline.net	

Work Order Effective Date: **April 2, 2008.**

Part I. General Information. This Work Order is in effect between the contractor and the Department for the processing of water right applications as described in the Master Agreement **(R07-069)**

Part II. Work; Acceptance Criteria; Deliverables and Delivery Schedule: – See **Exhibit A** (Statement of Work for delivery schedule.

Part III. Special Considerations. There is no Special Consideration related to this Work Order.

Part IV. Payment Provisions. Unless otherwise specified, payments related to this Work Order shall be made only upon receipt and approval of the final product - The Product includes all deliverables - the Final Check List, Electronic and Paper Reports.

Payment for this work shall be processed upon receiving related invoice and the completed Deliverable Cover Sheet.

Part V. Travel and Other Expenses.
Agency shall not reimburse Contractor for any travel expense under this Contract.

Part VI. Contract Amendments.

The Agency reserves the right to amend the Contract for the Anticipated Amendments, listed below, in accordance with the rules of OAR 125-246-0560.

ANTICIPATED AMENDMENTS
None. Unless specified by the Agency.

Laura Snedaker

From: Laura Snedaker

Sent: Friday, April 04, 2008 8:41 AM

To: 'phggek@bctonline.com'

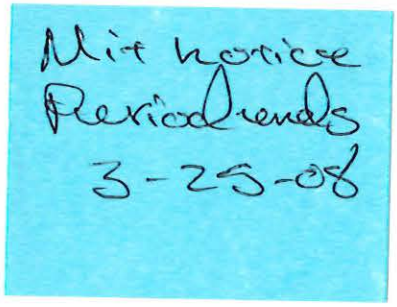
Subject: Instream Transfer T-10544 for DRC/COID

Attachments: _dpd-iswr.dot; _dpd-cov-approve.dot; pd-notice-sw.dot; pd-cov-fav-nni-sw.dot; DeficLet.dot; RA-ReviewChecklist.doc; Contact List.dot; supplemental-lang.dot; 10391-pd-approve-iswr-MP108-RA.doc; 10391-cf-iswr-MP108.doc; tran-decree.dot; 10391-dpd-cover-iswr-MP108-RA.doc; 10544-wm-rev-dist3.pdf; 10544-wm-rev.pdf; 10544-RA review checklist.doc; 10544-Final Deliv Cov.doc; 10391-pd-notice.doc; 10391-pd-cover.doc

Greg:

Here are some of the materials you will need to review T-10544.

DPD template
Example PD from T-10391.
Instream Cert template.
Example Cert from T-10391
Link to COID rate calculator: http://apps2.wrd.state.or.us/apps/wr/calculator_coid/
DPD cover template
Example DPD cover letter
Watermaster Review
Final Deliverables Cover
PD Notice Template
Example PD notice from T-10391
PD cover letter template
Example PD cover letter from T-10391
Deficiency letter template
Review checklist
Contact list template
Supplemental language doc



I think this is everything. Feel free to give me a call if you have any questions. This transfer is off of COID's new certificate 83571. The example transfer docs identify that the new cert was issued after the transfer application was filed. That's not the case here. This transfer (10544) was filed after the latest cert was issued.

I'm also working with staff here to adjust the existing rate calculator to take into account several Department actions (transfers and such) that have affected the start point for the new certificate.

This application requests an instream reach down to the mouth of the Deschutes River, which is why you will see two Watermaster reviews. For the reach, please prepare the DPD with findings that address return flows coming back into the system around the Madras Gage. The reach will need to be broken into two parts. For the restoration portion of the transfer, from the POD (or POD's if there is more than one) down to the Madras Gage, accounting for return flows at the Madras Gage, and then from the Madras Gage down to the mouth of the River. To calculator what can be protected instream from the gage down just take the number of acres proposed for transfer and multiply that by 1.8 acre-feet per acre. This is the average consumptive use for an acre of irrigation in the Deschutes Basin above Lake Billy Chinook. Return flows equal use at POD minus consumptive use.

If there are a separate number of acres designated for mitigation, the reach being requested is from the POD to Lake Billy Chinook. Probably not going to be any return flows issues that need to be accounted for on this reach.

For this transfer, you will also need to check the place of use. You didn't need to do this on the last Swalley ID transfer since the Department is developing a system that would check the place of use. That's not the case for COID.

Give me a call if you have any questions or need any Department materials that cannot be obtained from the web page.

Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

Laura Snedaker

From: Salem Opeifa
Sent: Friday, April 04, 2008 8:19 AM
To: Dorothy Pedersen; Laura Snedaker
Subject: FW: DRC/COID

Attachments: WORK ORDER R09 121 09.pdf



WORK ORDER R09 121 09.pdf (35 ...

-----Original Message-----
From: Salem Opeifa
Sent: Friday, April 04, 2008 8:19 AM
To: 'phggek@bctonline.com'
Subject: DRC/COID

Greg,
Here is the work order for the above project. If I already sent it to you, please disregard.

WORK ORDER

Work Order #: **R09 121 09**

Water Right Contract Work

This Work Order hereby incorporates by reference all of the terms and conditions contained in the Price Agreement between the State of Oregon acting by and through Oregon Water Resources Department and **Pacific Hydro-Geology Inc.**

Contractor Data	Water Resource Data
Project Contact: Gregory Kupillas	Project Officer: Dorothy Pedersen
Title:	Transfer Advisor
Address: 18477 S. Valley Vista Rd	Address: 725 Summer Street NE, Suite A
Mulino, OR 97042	Phone: (503) 986-0890
Phone: (503) 632-5016	Fax: (503) 986-0903
Fax: (503) 632-5983	E-Mail: Dorothy.I.Pedersen@wrd.state.or.us
E-Mail: phggek@bctonline.net	

Work Order Effective Date: **April 2, 2008.**

Part I. General Information. This Work Order is in effect between the contractor and the Department for the processing of water right applications as described in the Master Agreement (**R07-069**)

Part II. Work; Acceptance Criteria; Deliverables and Delivery Schedule: – See **Exhibit A** (Statement of Work for delivery schedule.

Part III. Special Considerations. There is no Special Consideration related to this Work Order.

Part IV. Payment Provisions. Unless otherwise specified, payments related to this Work Order shall be made only upon receipt and approval of the final product - The Product includes all deliverables - the Final Check List, Electronic and Paper Reports.

Payment for this work shall be processed upon receiving related invoice and the completed Deliverable Cover Sheet.

Part V. Travel and Other Expenses.
Agency shall not reimburse Contractor for any travel expense under this Contract.

Part VI. Contract Amendments.

The Agency reserves the right to amend the Contract for the Anticipated Amendments, listed below, in accordance with the rules of OAR 125-246-0560.

ANTICIPATED AMENDMENTS
None. Unless specified by the Agency.

Exhibit A

Statement of Work

Reimbursement authority
Itemized Estimate
For
Transfer

Application Number: T-10544

Name of Applicant: **Deschutes River Conservancy/COID**

	Item	Time
1	Review of application for completeness.	2.0
2	Review of "From" lands to confirm consistency with existing right(s) and ownership.	36.0
3	Review of "To" lands for conflicts and preparation of draft deficiency letter (*if necessary*).	6.0
4	Preparation of draft preliminary determination, DPD cover letter and contact list.	10.0
5	Preparation of PD public notice, PD cover letter (and remaining right certificate(s) if necessary), and processing documentation.	6.0
	Total Estimated Time:	**60.0**

Total estimated cost is 60.0 hours at $90.00 per hour = $5,400.00

Issuance of Draft Preliminary Determination: **April 22, 2008***
Deadline for Applicant's Review of Draft Preliminary Determination: **May 27, 2008***

**Dates are contingent on the Applicant's expeditious resolution of any deficiency.*

Contractor shall notify OWRD in advance if more than **60.0** hours is needed to complete the work described in the Statement of Work above.

Invoices for this Work Order shall be sent to:

Salem Opeifa
Loan Servicing Specialist
725 Summer Street NE, Suite A
Salem, OR 97301-1271

CONTRACTOR, YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY APPROVALS.

Agency may terminate this Work Order:

a. Immediately upon written notice if the Department fails to receive funding from the Applicant.
b. Upon receiving a written Termination Notice from the Applicant.

Contractor will be paid for all work performed up to the time of the written Termination Notice but not to exceed the total amount of this Work Order.

ACCEPTANCE OF TERMS BY CONTRACTOR:

_____
Name

_____
Signature Date

APPROVED BY AGENCY:

_____
Tracy Louden Date
Administrator
Administrative Services
Oregon Water Resources Department

_____
Reviewed as to Legal Sufficiency by Assistant Attorney General Date
(All work orders more than $75,000 must be approved by the AG's Office)

Reimbursement Authority Process
Itemized Estimate Sheet
for
Water Rights Transfer

Application Number T-10544

Name of Applicant: DRC & COID

Proposed Timeline

3/11/08	Public Notice (start of 30-day comment period).
4/22/08	Completion of draft preliminary determination--1 week after contracts signed and removal of deficiencies, but not before the end of the Public Notice comment period and receipt of all agency reviews (Watermaster, groundwater and ODFW as applicable).
5/27/08	Deadline for applicant review of draft preliminary determination--30 days or more after draft PD mailed to applicant, depending on issues to be resolved.
5 working days after DPD comments received	**Completion of contract work:** Submittal of PD cover letter, PD public notice (and remaining rights certificates if applicable)--within 5 business days after comments received from applicant that the draft is satisfactory, or after the end of the period for applicant to comment on draft PD and remedy deficiencies.

*For purposes of water right transfers, all deliverables must be in **Microsoft Word** except remaining right certificates for which electronic copies of the existing certificates are currently available in WordPerfect.*

Estimate

	Item	Time
1	Review of application for completeness.	2.0
2	Review of "From" lands to confirm consistency with existing right(s) and ownership.	36.0
3	Review of "To" lands for conflicts and preparation of draft deficiency letter (*if necessary*).	6.0
4	Preparation of draft preliminary determination, DPD cover letter and contact list.	10.0
5	Preparation of PD public notice, PD cover letter (and remaining right certificate(s) if necessary), and processing documentation.	6.0
	Total Estimated Time:	60.0

(Indicate the estimated amount of time, in ½ hour increments, needed to complete each item listed.)

Prior to preparing an estimate, contact Department staff if work could not be performed consistent with the proposed timeline. In developing the estimate, review the transfer application, transfer map, existing certificate, and final proof map. Pay particular attention to the clarity of the existing rights and the complexity of the request.

Name of Consultant: Pacific Hydro-Geology, Inc.

Authorized Representative: Craig Kapilla, Pacific Hydro-Geology, Inc. Date: 3/24/08

Revised 11/5/2004 DIP

Laura Snedaker

From: Laura Snedaker
Sent: Thursday, May 15, 2008 9:20 AM
To: 'phggek@bctonline.com'
Subject: RE: T-10544: Actions affecting Certificate 83571 for COID
Attachments: 10224-exhibitD-MP91.pdf

Here are the maps for T-10224. Let me know if you need anything else.

Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

From: Greg Kupillas [mailto:phggek@bctonline.com]
Sent: Thursday, May 15, 2008 9:13 AM
To: Laura Snedaker
Subject: RE: T-10544: Actions affecting Certificate 83571 for COID

Laura,

Out of all of these actions, I have identified only one possible conflict in T-10224. Can you send me a map that shows T15S, R13E, Sec. 30, NW SE, TL 600, Arrowood Development (3.45 acres)? I knew you could.

Greg Kupillas, R.G., C.W.R.E.

Pacific Hydro-Geology Inc.
18477 S. Valley Vista Rd.
Mulino, OR 97042
503.632.5016

-----Original Message-----
From: Laura Snedaker [mailto:snedaklk@wrd.state.or.us]
Sent: Friday, May 09, 2008 1:38 PM
To: phggek@bctonline.com
Subject: T-10544: Actions affecting Certificate 83571 for COID

Greg:

Here's a list of what we actions that we've tracked so far that have affected COID's Certificate 83571.

T-10299 Sp Ord Vol 73, Page 403
T-10267 Sp Ord Vol 73 Page 842
T-10291 Sp Ord Vol 73 Page 848
T-10300 Sp Ord Vol 73 Page 864
T-10256 Sp Ord Vol 73 Page 875
Cancellation Sp Ord Vol 73 Page 888
Cancellation Sp Ord Vol 73 Page 891

Cancellation Sp Ord Vol 73 page 894
Temp District Transfer T-10372 Sp Ord Vol 73 Page 858
Cancellation Sp Ord Vol 74 Page 45
Cancellation Sp Ord Vol 74 Page 103
Satisfactory Determination of Proof for T-9726 Sp Ord Vol 74 Page 128
T-10391 Sp Ord Vol 74 Page 249
T-9605 Sp Ord Vol 74 Page 268
T-10466 Sp Ord Vol 74 Page 270
T-10155 Sp Ord Vol 74 Page 369
T-10241 Sp Ord Vol 74 Page 513
Cancellation Sp Ord Vol 74 page 643
Cancellation Sp Ord Vol 74 Page 646
Cancellation Sp Ord Vol 74 Page 649
T-10259 Sp Ord Vol 74 Page 558
T-10242 Sp Ord Vol 74 Page 549
T-10258 Sp Ord Vol 74 Page 553
T-10259 Sp Ord Vol 74 Page 558
T-10276 Sp Ord Vol 74 Page 563
T-10257 Sp Ord Vol 74 Page 568
Instream Lease IL-897 Sp Ord Vol 74 Page 688
Instream Lease IL-900 Sp Ord Vol 74 Page 701
Instream Lease IL-900 Sp Ord Vol 74 Page 791 – correction order
Instream Lease IL-901 Sp Ord Vol 74 Page 705
Instream Lease IL-902 Sp Ord Vol 74 Page 709
T-10290 Sp Ord Vol 74 Page 718
T-10478 Sp Ord Vol 74 Page 741
T-10390 Sp Ord Vol 74 Page 726
T-10224 Sp Ord Vol 74 Page 773

Active leases (based originally on Certificate 76358) may include:

IL-497
IL-498
IL-530
IL-531
IL-533
IL-534
IL-535
IL-536
IL-537
IL-538
IL-540
IL-542
IL-544
IL-545
IL-547
IL-548
IL-603
IL-608
IL-702
IL-703
IL-705
IL-707
IL-708
IL-709
IL-711
IL-712
IL-713
IL-714
IL-715
IL-724

IL-725
IL-727
IL-728
IL-729
IL-730
IL-731
IL-732
IL-734
IL-826
IL-833

If we come up with anything else, I'll pass it along. And let me know if you maps or anything associated with each of the above referenced files.

Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

Laura Snedaker

From: Laura Snedaker
Sent: Friday, May 09, 2008 1:38 PM
To: 'phggek@bctonline.com'
Subject: T-10544: Actions affecting Certificate 83571 for COID

Greg:

Here's a list of what we actions that we've tracked so far that have affected COID's Certificate 83571.

T-10299 Sp Ord Vol 73, Page 403
T-10267 Sp Ord Vol 73 Page 842
T-10291 Sp Ord Vol 73 Page 848
T-10300 Sp Ord Vol 73 Page 864
T-10256 Sp Ord Vol 73 Page 875
Cancellation Sp Ord Vol 73 Page 888
Cancellation Sp Ord Vol 73 Page 891
Cancellation Sp Ord Vol 73 page 894
Temp District Transfer T-10372 Sp Ord Vol 73 Page 858
Cancellation Sp Ord Vol 74 Page 45
Cancellation Sp Ord Vol 74 Page 103
Satisfactory Determination of Proof for T-9726 Sp Ord Vol 74 Page 128
T-10391 Sp Ord Vol 74 Page 249
T-9605 Sp Ord Vol 74 Page 268
T-10466 Sp Ord Vol 74 Page 270
T-10155 Sp Ord Vol 74 Page 369
T-10241 Sp Ord Vol 74 Page 513
Cancellation Sp Ord Vol 74 page 643
Cancellation Sp Ord Vol 74 Page 646
Cancellation Sp Ord Vol 74 Page 649
T-10259 Sp Ord Vol 74 Page 558
T-10242 Sp Ord Vol 74 Page 549
T-10258 Sp Ord Vol 74 Page 553
T-10259 Sp Ord Vol 74 Page 558
T-10276 Sp Ord Vol 74 Page 563
T-10257 Sp Ord Vol 74 Page 568
Instream Lease IL-897 Sp Ord Vol 74 Page 688
Instream Lease IL-900 Sp Ord Vol 74 Page 701
Instream Lease IL-900 Sp Ord Vol 74 Page 791 – correction order
Instream Lease IL-901 Sp Ord Vol 74 Page 705
Instream Lease IL-902 Sp Ord Vol 74 Page 709
T-10290 Sp Ord Vol 74 Page 718
T-10478 Sp Ord Vol 74 Page 741
T-10390 Sp Ord Vol 74 Page 726
T-10224 Sp Ord Vol 74 Page 773

Active leases (based originally on Certificate 76358) may include:

IL-497
IL-498
IL-530
IL-531
IL-533
IL-534
IL-535
IL-536

IL-537
IL-538
IL-540
IL-542
IL-544
IL-545
IL-547
IL-548
IL-603
IL-608
IL-702
IL-703
IL-705
IL-707
IL-708
IL-709
IL-711
IL-712
IL-713
IL-714
IL-715
IL-724
IL-725
IL-727
IL-728
IL-729
IL-730
IL-731
IL-732
IL-734
IL-826
IL-833

If we come up with anything else, I'll pass it along. And let me know if you maps or anything associated with each of the above referenced files.

Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

Laura Snedaker

From: Laura Snedaker
Sent: Tuesday, May 06, 2008 3:44 PM
To: 'phggek@bctonline.com'
Subject: T-10544 - land use notice - FW: Proposed Instream Water Right

Here's the e-mail that the DRC sent out to notify affected local governments of their intent to file the instream transfer.

Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

From: Zach Tillman [mailto:zach@deschutesriver.org]
Sent: Friday, February 22, 2008 4:24 PM
To: wcplanning@co.wasco.or.us; maupincity@centurytel.net; planningcommission@co.deschutes.or.us; sandy.mathewson@co.jefferson.or.us; dwalker@ci.bend.or.us; lmacy@wstribes.org
Cc: Laura Snedaker; Sarah Henderson
Subject: Proposed Instream Water Right

We are notifying you of our intent to transfer a water right to instream use. We will be submitting an application to the Oregon Water Resources Department changing the place of use to the Deschutes River, from the city of Bend to Lake Billy Chinook and from Lake Billy Chinook to the mouth of the Deschutes River.

We propose to transfer approximately 2.02 cfs instream, with a priority date of October 31st, 1900. If you have questions regarding this application or are interested in receiving additional information, please call me at the number below. The Oregon Water Resources Department will provide you with additional notice of this transfer once it has been submitted for review. Thanks very much.

Zach

Zachary Tillman, DRC
541-382-4077, x.21
zach@deschutesriver.org

Shipping Checklist for Reimbursement Authority File

File T-10544 Applicant: DRC + COID

Agent/Contact: Zach Tillman

Ship to Contractor: Pacific Hydro

Items included:

- ☑ Copy of front of file folder
- ☑ Reimbursement Authority Estimate Application
- ☒ Transfer Application form
- ☒ Transfer map
- ☒ Evidence of use affidavit
- ☒ Supporting documentation for evidence of use
- ☒ Land-use Information form
- ☒ Lot book report (or deed if instream or temporary transfer, or application received before 7/1/03)
- ☐ Certificate or copy of decree for each right to be transferred – Need to access it on line through "the Vault"
- ☐ Final Proof map or decree map for each right to be transferred – Will need to identify transfers + leases that have affected the "from" lands and get you maps as needed to piece the info together — check with Laura
- ☒ Well logs (if change in POA, SW POD-to-GW POA change)
- ☐ Watermaster review (all transfers) > will send later
- ☐ ODFW review (if change in POD)
- ☒ GW review (if ΔPOA, or POD-to-POA change)
- ☐ Transfer review checklist – will be emailed with templates
- ☑ Final Deliverable cover sheet
- ☑ Itemized Estimate sheet for contractor

Additional things to check:

- ☑ All regular application processing fees paid
- ☑ Reimbursement Authority $125 fee paid for preparing estimate
- ☒ Date of WRD initial Public Notice 3/11/08

Number of sheets copied 323

File contents copied by Lisa Paschke Date 3/6/08

Reimbursement Authority Process
Itemized Estimate Sheet
for
Water Rights Transfer

Application Number T-10544

Name of Applicant: DRC & COID

Proposed Timeline

3/11/08	Public Notice (start of 30-day comment period).
4/22/08	Completion of draft preliminary determination--1 week after contracts signed and removal of deficiencies, but not before the end of the Public Notice comment period and receipt of all agency reviews (Watermaster, groundwater and ODFW as applicable).
5/27/08	Deadline for applicant review of draft preliminary determination--30 days or more after draft PD mailed to applicant, depending on issues to be resolved.
5 working days after DPD comments received	**Completion of contract work:** Submittal of PD cover letter, PD public notice (and remaining rights certificates if applicable)--within 5 business days after comments received from applicant that the draft is satisfactory, or after the end of the period for applicant to comment on draft PD and remedy deficiencies.

*For purposes of water right transfers, all deliverables must be in **Microsoft Word** except remaining right certificates for which electronic copies of the existing certificates are currently available in WordPerfect.*

Estimate

	Item	Time
1	Review of application for completeness.	
2	Review of "From" lands to confirm consistency with existing right(s) and ownership.	
3	Review of "To" lands for conflicts and preparation of draft deficiency letter (*if necessary*).	
4	Preparation of draft preliminary determination, DPD cover letter and contact list.	
5	Preparation of PD public notice, PD cover letter (and remaining right certificate(s) if necessary), and processing documentation.	
	Total Estimated Time:	

(Indicate the estimated amount of time, in ½ hour increments, needed to complete each item listed.)

Prior to preparing an estimate, contact Department staff if work could not be performed consistent with the proposed timeline. In developing the estimate, review the transfer application, transfer map, existing certificate, and final proof map. Pay particular attention to the clarity of the existing rights and the complexity of the request.

Name of Consultant: Pacific Hydro-Geology, Inc.

Authorized Representative: _____ Date: _____

Revised 11/5/2004 DIP

Reimbursement Authority
Final Deliverables Cover Sheet
for
Transfers

Transfer # T-10544 Applicant: DRC & COID

The following items have been submitted electronically*:

- ☐ Contact List
- ☐ Draft Preliminary Determination (DPD)
- ☐ DPD Cover Letter
- ☐ PD Notice
- ☐ PD Cover Letter
- ☐ Remaining Right Certificates (one for each right that is not entirely affected by the transfer)
- ☐ Instream Water Right Certificate (if required)

*NOTE: Transfer documents should be submitted in MS Word format preferably, or "rich text" format.

The following items are enclosed:

- ☐ Review checklist
- ☐ Marked copy of transfer application
- ☐ (for POU changes) Plat Card Report marked to indicate any other rights on the "From" lands
- ☐ (for POU changes) Plat Card Report marked to indicate rights overlapping proposed POU
- ☐ Notes or sketches, maps, etc. from evaluation of changes, injury evaluation, etc. that will help document what was considered in reaching the findings and determination in the Preliminary Determination.
- ☐ Copies of each certificate that is only partially included in the transfer, marked as needed to show what portion of the right is being affected, and what remains unchanged.

☐ **Signature of Contractor:** _____ **Date:** _____

For WRD use only:

WRD approval by: _____ **Date:** _____

WATER RESOURCES DEPARTMENT

REIMBURSEMENT AUTHORITY ESTIMATE APPLICATION

House Bill 2551(2003 Oregon Laws) authorizes the Oregon Water Resources Department to expedite or enhance regulatory processes voluntarily requested under the agreement. The voluntary agreement can be entered into with any person requesting services and agreeing to pay the Department's costs of providing the service.

The Department has established a pool of qualified contractors to perform expedited services for water right transfers and water right certificates.

The purpose of this application is to obtain an estimate from the next qualified contractor in the appropriate pool. There is a non-refundable application fee of $125.00 per request. The contractor will provide an estimate of the cost and of the time required to process and develop a recommendation on the request of a: *(check one)*:

REQUEST	TYPE	FILE NUMBER
☑	Transfer Application	10544
☐	Certificate Request	

	Applicant Information	Applicant's Representative/Contact
Name: (Please Print)	DRC & COID (Zachary Tillman)	
Address:	700 NW Hill St.	
	Bend, OR 97701	RECEIVED
Phone:	541-382-4077 x.21	FEB 22 2008
Fax	541-382-4078	
E-Mail Address:	Zach@deschutesriver.org	WATER RESOURCES DEPT SALEM, OREGON

I understand the following:

- There is a non-refundable application fee of $125.00 per request.
- That upon receipt of my non-refundable application fee in the amount of **$ 125.00**, OWRD will assign my request to the next contractor in the pool of contractors performing expedited services.
- That this fee covers the copying, the mailing cost, as well as the cost for the contractor to evaluate and provide the estimate for processing of the request.
- That OWRD will provide all pertinent information to the assigned contractor within one (1) business day.
- That OWRD will, within fourteen (14) days, notify me in writing of the estimates of costs and time frame for the expedited service.
- That upon receiving the estimates I may agree or decline to enter into a formal contract to pay the estimated cost in advance to initiate the expedited service.
- An incomplete or inaccurate application may delay the process and increase the cost to process my request.
- Expedited processing does not guarantee a favorable review of my request.

I certify that I am the *(check one)* ☑ Applicant ☐ Applicant's Representative ☐ Other *(Please specify)*_____

Signature: [signature] **Name:** Zachary Tillman

OWRD USE ONLY

Contractor Assigned: Pacific Hydro	**Total Amount Paid: $**_____
OWRD Approval:	

Revised: 6/21/2004

MP 1 13

T 10544

WILKE Laura K

From:	Adam Sussman <ASussman@gsiws.com>
Sent:	Wednesday, March 02, 2016 8:19 AM
To:	Laura Wilke (laura.k.wilke@state.or.us)
Subject:	Avion Water Company - Documentary Evidence for permit G-16026
Attachments:	G-16026_Doc evidence T-10544_65.5 credits_3_2_2016.pdf

Laura:

Good morning. See attached. A hard copy is in the mail.

Sincerely,

Adam

Adam Sussman
Principal Water Resources Consultant | GSI Water Solutions, Inc.
direct: 541-257-9001 | cell: 541-602-5188
1600 SW Western Blvd., Suite 240, Corvallis, OR 97333
www.gsiws.com| bio | asussman@gsiwatersolutions.com

GSI
Water Solutions, Inc.

March 2, 2016

Laura Wilke
Water Rights Services Division
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301

RE: Documentary Evidence – 64.5 Mitigation Credits (Increment 2), Application G-16060
Permit G-16026, in the name of Avion Water Company, Inc.

Dear Ms. Wilke:

In a letter dated February 15, 2016, Avion Water Company, Inc. (Avion) provided an update to its incremental development plan for permit G-16026.

The attached documentary evidence for 64.5 mitigation credits is for increment 2 of the current plan. See below.

Avion's Incremental Development Plan Permit G-16026 (Application G-16060)				
Increment	**Year**	**Estimated Annual Volume Appropriated (acre-feet) per Increment**	**WRD's estimated consumptive use (mitigation obligation)**	**Mitigation Credits Provided to Date**
1	2006-2008	44	17.60	17.60 MP 108
2	2009-2016	391.5	156.6	156.6 being: 29.87 MP 108 26.85 MP 112 1.0 MP 27 25.35 MP 93 9.0 MP 111 64.5 MP 113
3	2017-2019	280	112	
4	2020-2023	280	112	
5	2024-2028	288.5	115.4	
6	2029	3	1.20	
Total		**1287**	**514.8**	**174.2**

Please let me know if you have any questions about the enclosed information. My telephone number is 541-257-9001.

Sincerely,
GSI Water Solutions, Inc.

Adam Sussman
Principal Water Resources Consultant

Enclosure: Documentary Evidence Form – 64.5 Mitigation Credits, MP 113

Cc: Jason Wick, Avion Water Company, Inc.

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

OREGON WATER RESOURCES DEPARTMENT
DESCHUTES BASIN MITIGATION CREDIT
DOCUMENTARY EVIDENCE FORM FOR MITIGATION BANKS

This form is to be completed by a Mitigation Bank when mitigation credits are obtained from a mitigation bank by a ground water application/permit/certificate holder to satisfy a mitigation obligation under the Deschutes Ground Water Mitigation rules.

Ground Water User Information:

Name: Avion Water Company, Inc., Attn: Jason Wick
Mailing Address (Street, City, State, Zip): 60813 Parrell Road, Bend, OR, 97702
Phone Number (Home and Work): 541-382-5342 E-Mail (optional): jason@avionwater.com
Ground Water Application, Permit, or Certificate #: G-16026
Mitigation Obligation (amount) (see Notice of Mitigation Obligation or Initial Review for this information): 514.8
Zone of Impact (see Notice of Mitigation Obligation or Initial Review for this information): GENERAL

Mitigation Bank Information:

Mitigation Bank Name: Deschutes River Conservancy & Central Oregon Irrigation District
Mailing Address: 700 NW HILL ST., UNIT A, BEND, OR 97703
Phone Number: 541-382-4077 x.21 E-Mail (optional): zach@deschutesriver.org

Mitigation Credit Information:

In the following table, identify the mitigation project identification number(s), the number of credits assigned from each mitigation project, the zone of impact in which the credits are to be used (note - many credits may be used within more than one zone of impact) and the type of mitigation project upon which the credits are based (The Mitigation Bank shall notify purchasers of mitigation credits of the category of credits purchased. The Bank shall state if the credits are temporary or whether subject to the continued maintenance of a mitigation project. By Charter agreement, the Mitigation Bank has assumed an obligation to maintain or replace mitigation credits based on non-permanent mitigation projects.). Project Type Codes: Instream Lease = ISL; Time-Limited Instream Transfer = TLT; Allocation of Conserved Water = ACW; Permanent Instream Transfers = PT; Storage Release = SR; Aquifer Recharge = AR; Other = Other (if other, please describe under project type in space provided below)

Mitigation Project ID	# Mitigation Credits Assigned	Zone of Impact	Mitigation Project Type Code (see above)
MP-113	64.5	GENERAL	PT
MP-___	____.	____.	___

Add additional mitigation projects and credits below using above format:

____

Mitigation Project Operator (if other than original credit holder): _____(for example, name of storage project or aquifer recharge project operator)
Mailing Address: _____
Phone Number: _____

For Stored Water Releases (if applicable):
Name of Reservoir: _____
Reservoir Permit/Certificate: _____ Contract Number(s): _____

The above described mitigation credits have been transferred from COID/DRC, mitigation credit holder, to Avion Water Company, Inc., ground water application/permit/certificate holder.

_____ 2/23/16
Mitigation Bank Signature Date

_____ 2/29/16
Ground Water Application/Permit/Certificate Holder Signature Date

Jason Wick
President
Avion Water

3/1/16

December 28, 2005

File MP-113 (attached to T-10544)

Oregon

Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

July 17, 2009

City of Bend
Patrick Griffiths
575 NE 15th St.
Bend, OR 97701

Re: Assignment & Use of Mitigation Credits from Project MP-113 for Ground Water Permit G-16178 (file G-13098)

Dear Patrick:

On July 13, 2009, the Department received documentary evidence that 59.75 mitigation credits have been obtained and are requested to be assigned from Mitigation Project MP-113 to the City of Bend's Ground Water Permit G-16178.

As determined by the Department during the ground water permit application review process, this ground water permit has a mitigation obligation in the General Zone of Impact for 1,611.5 acre-feet of mitigation water (credits), with the first increment of mitigation being 204.5 acre-feet.

As determined by the Department during the application review process for instream transfer T-10544 (MP-113), mitigation credits awarded to this project may be used in the General Zone of Impact. Mitigation credits in the amount of 59.75 have been removed from the account under the name of Deschutes River Conservancy/Central Oregon Irrigation District, and permanently assigned to ground water permit G-16178 (and any subsequent certificates).

If you have any questions regarding the mitigation credits that have been assigned to your ground water permit or your continued mitigation obligation, please give me a call at (503) 986-0884.

Sincerely,

Laura K. Wilke
Flow Restoration Program Coordinator

c: Jeremy Giffin, Watermaster District 11
Zach Tillman, Deschutes River Conservancy
Steve Johnson, Central Oregon Irrigation District
file MP-113 (attached to file T-10544)
file G-13098

Laura Wilke

From: Zach Tillman [zach@deschutesriver.org]
Sent: Monday, July 13, 2009 2:20 PM
To: Laura Wilke
Subject: RE: original signature follow up
Attachments: G-16178 MP 113-59 75BendMit Credits.pdf; G-16178MP114-18 1MitCreditBend.pdf

I was able to catch Patrick Griffiths at his desk, so here are the fully executed forms. If this meets all requirements for doc. evidence, please confirm the assignment. Thanks.

ZT

Zachary Tillman, DRC
541-382-4077, x.21
zach@deschutesriver.org

From: Laura Wilke [mailto:snedaklk@wrd.state.or.us]
Sent: Monday, July 13, 2009 1:28 PM
To: Zach Tillman
Subject: RE: original signature follow up

Ok that explains a lot. Looks like then we need to have a representative from the City of Bend sign and date the forms as the ground water permit holder. I don't see their signature. Once you have them sign the forms, please forward me another copy and then I can move forward with the credit transaction.

Glad you had an excellent vacation.

Thanks, Laura

Laura Wilke
Flow Restoration Program Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

From: Zach Tillman [mailto:zach@deschutesriver.org]
Sent: Monday, July 13, 2009 1:19 PM
To: Laura Wilke
Subject: FW: original signature follow up

FYI – Steve accidentally signed on the wrong line...

Zachary Tillman, DRC
541-382-4077, x.21
zach@deschutesriver.org

From: Zach Tillman
Sent: Monday, July 13, 2009 1:18 PM
To: 'Laura Wilke'
Subject: RE: original signature follow up

Hi Laura,

Yes, the vacation was most excellent.

I didn't want to track down the email to see which forms I sent to you before, but Steve did (eventually) sign the form. Please see attached for documentary evidence for a portion of the credits from T-10544 & T-10553 → to city of Bend only. All 4 signatures occurred on the same day. Thanks. And thank you for checking into the original signature issue as well.

ZT

Zachary Tillman, DRC
541-382-4077, x.21
zach@deschutesriver.org

From: Laura Wilke [mailto:snedaklk@wrd.state.or.us]
Sent: Thursday, July 09, 2009 8:39 AM
To: Zach Tillman
Cc: Debbie Colbert
Subject: original signature follow up

HI Zach:

Hope you're having a great week off. I left you a voice mail but thought I would follow up with an e-mail.

Debbie posed the question to our AG about original signatures on transfer applications and such. The gist of it is that because folk are signing the application along with an oath affirming that the information is true and correct to the best of their knowledge that we do need original signatures on transfer applications. However, we are also going to add this to our list of things to look at next time we open up the transfer rules for modification.

But on the documentary evidence forms, we've identified that we don't need original signatures.

On that note, I was taking a look at the forms you sent over for City of Bend and noticed that it looks like Steve Johnson didn't sign either of the forms and that neither form has a signature date for you and Steve. Would you please have Steve sign and date the form and also please add your signature date to the form? I think you still have copies of both these forms (but let me know if you need copies e-mailed over). Once we take care of that, I will be able to move forward with the transfer of credits over to City of Bend.

Thanks, Laura

Laura Wilke
Flow Restoration Program Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

OREGON WATER RESOURCES DEPARTMENT
DESCHUTES BASIN MITIGATION CREDIT
DOCUMENTARY EVIDENCE FORM

This form is to be completed when mitigation credits are obtained from a mitigation credit holder, other than a mitigation bank, by a ground water application/permit/certificate holder to satisfy a mitigation obligation under the Deschutes Ground Water Mitigation rules. If there are any questions about this form, please contact the Department.

Ground Water User Information:

Name: City of Bend
Mailing Address (Street, City, State, Zip): 575 NE 15th St, Bend, OR 97701
Phone Number (Home and Work - including area code): _____ E-Mail (optional): pgriffiths@ci.bend.or.us
Ground Water Application, Permit, or Certificate #: G-16178
Mitigation Obligation (amount) (see Notice of Mitigation Obligation or Initial Review for this information): 1611.5
Zone of Impact (see Notice of Mitigation Obligation or Initial Review for this information): General

Mitigation Credit Holder Information:

Mitigation Credit Holder Name: Deschutes River Conservancy & Central Oregon Irrigation District
Mailing Address: 700 NW Hill St., Bend, OR, 97701
Phone Number (Home and Work - including area code): 541-382-4077 x.21 E-Mail (optional): _____
If mitigation credits have changed hands beyond the original credit holder, a complete assignment record (chain-of-custody) for the mitigation credits should be included with this documentary evidence form to help demonstrate that the credits are valid. This information may be obtained from the mitigation credit holder.

Mitigation Credit Information:

In the following table, identify the mitigation project identification number(s), the number of credits assigned from each mitigation project, the zone of impact in which the credits are to be used (note - many credits may be used within more than one zone of impact) and the type of mitigation project upon which the credits are based.

Project Type Codes: Allocation of Conserved Water = ACW; Aquifer Recharge = AR; Permanent Instream Transfers = PT; Storage Release = SR; Other = Other (if other, please describe under project type in space provided below)

Mitigation Project ID	# Mitigation Credits Assigned	Zone of Impact	Mitigation Project Type Code (see above)
MP-113	59.75	General	PT
MP-___	____	____	___

Add additional mitigation projects and credits below using above format:

____

Mitigation Project Operator (if other than original credit holder): _____ (for example, name of storage project or aquifer recharge project operator)
Mailing Address: _____
Phone Number (including area code): _____

For Stored Water Releases (if applicable):
Name of Reservoir: _____
Reservoir Permit/Certificate: _____ Contract Number(s): _____

The above described mitigation credits have been transferred from DRC/COID, mitigation credit holder, to City of Bend, ground water application/permit/certificate holder.

Zachary Tillman - DRC

Mitigation Credit Holder Signature — Date

Steve Johnson - COID

Ground Water Application/Permit/Certificate Holder Signature — 7-13-09 — Date — 11 June, 2009

December 29, 2005

File
MP-113
(attached to 10544)

Oregon

Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

OREGON WATER RESOURCES DEPARTMENT
DESCHUTES BASIN MITIGATION CREDIT
DOCUMENTARY EVIDENCE FORM FOR MITIGATION BANKS

This form is to be completed by a Mitigation Bank when mitigation credits are obtained from a mitigation bank by a ground water application/permit/certificate holder to satisfy a mitigation obligation under the Deschutes Ground Water Mitigation rules

Ground Water User Information:

Name: Avion Water Company, Att: Jason Wick
Mailing Address (Street, City, State, Zip): 60813 Parrell Road, Bend, OR, 97702
Phone Number (Home and Work): 541-382-5342 E-Mail (optional): jason@avionwater.com
Ground Water Application, Permit, or Certificate #: G-17606
Mitigation Obligation (amount) (see Notice of Mitigation Obligation or Initial Review for this information): 514.8
Zone of Impact (see Notice of Mitigation Obligation or Initial Review for this information): GENERAL

Mitigation Bank Information:

Mitigation Bank Name: Deschutes River Conservancy & Central Oregon Irrigation District
Mailing Address: 700 NW HILL ST., Suite 1, BEND, OR 97703
Phone Number: 541-382-4077 x.21 E-Mail (optional): zach@deschutesriver.org

Mitigation Credit Information:

In the following table, identify the mitigation project identification number(s), the number of credits assigned from each mitigation project, the zone of impact in which the credits are to be used (note - many credits may be used within more than one zone of impact) and the type of mitigation project upon which the credits are based (The Mitigation Bank shall notify purchasers of mitigation credits of the category of credits purchased. The Bank shall state if the credits are temporary or whether subject to the continued maintenance of a mitigation project. By Charter agreement, the Mitigation Bank has assumed an obligation to maintain or replace mitigation credits based on non-permanent mitigation projects.). Project Type Codes: Instream Lease = ISL; Time-Limited Instream Transfer = TLT; Allocation of Conserved Water = ACW; Permanent Instream Transfers = PT; Storage Release = SR; Aquifer Recharge = AR; Other = Other (if other, please describe under project type in space provided below)

Mitigation Project ID	# Mitigation Credits Assigned	Zone of Impact	Mitigation Project Type Code (see above)
MP-113	15.2	GENERAL	PT
MP-___	____	____	___

Add additional mitigation projects and credits below using above format:

____

Mitigation Project Operator (if other than original credit holder): _____(for example, name of storage project or aquifer recharge project operator)
Mailing Address: _____
Phone Number: _____

For Stored Water Releases (if applicable):
Name of Reservoir: _____
Reservoir Permit/Certificate: _____ Contract Number(s): _____

The above described mitigation credits have been transferred from DRC, COID, mitigation credit holder, to Avion Water Co. ground water application/permit/certificate holder.

Mitigation Bank Signature — Date: 2/17/16

Ground Water Application/Permit/Certificate Holder Signature — Date: 2/22/16

December 28, 2003

RECEIVED BY OWRD

FEB 25 2016

SALEM, OR

GSI
Water Solutions, Inc.

February 23, 2016

Kim French
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301

RE: Avion Water Company - Application G-17606

Dear Ms. French:

On September 22, 2015, the Department issued a Proposed Final Order proposing to approve Avion's pending Application G-17606. The Proposed Final Order indicated that a permit may be issued upon the submittal of (a) documentary evidence of mitigation, and (b) permit recording fees in the amount of $1,025.

Attached, please find a fully executed documentary evidence form for 15.2 mitigation credits, consistent with increment #1 of Avion's Incremental Development Plan submitted to the Department in a letter dated April 9, 2015. In addition, please find enclosed a check for $1,025.

Please let me know if you have any questions or need additional information. I can be reached at 541-257-9001. Avion looks forward to receiving a permit.

Sincerely,
GSI Water Solutions, Inc.

Adam Sussman
Principal Water Resources Consultant

Enclosure

RECEIVED BY OWRD

FEB 25 2016

SALEM, OR

1600 Western Blvd., Suite 240 Corvallis, OR 97333 P: 541.753.0745 F: 541.754.4211 info@gsiwatersolutions.com www.gsiwatersolutions.com

WILKE Laura K

From: WILKE Laura K
Sent: Tuesday, March 29, 2016 10:32 AM
To: FRENCH Kim R
Subject: Permit Application G-17606 for Avion - documentary evidence received

Kim:

On February 25, 2016, we have received documentary evidence of mitigation credits being assigned to permit application G-17606 in the name of Avion Water Company. This application has a mitigation obligation of 514.8 AF in the General ZOI. This Quasi-municipal use applicant has also requested to provide mitigation under an incremental development plan. Their first increment is for the 2016 calendar year for use of up to 38 AF with a mitigation requirement of 15.2 AF.

Avion has obtained 15.2 permanent mitigation credits from the Deschutes River conservancy and Central Oregon Irrigation District associated with MP-113, which generated mitigation credits for use in the General or Middle Deschutes Zones of Impact. MP-113 is based on a permanent instream transfer, T-10544, which resulted in instream Certificate 85447. I have removed 15.2 credits from the MP-113 account held by the Deschutes River Conservancy and Central Oregon Irrigation District and assigned them to this permit application.

With this, it appears that they have their requirement for the first increment of mitigation under the incremental plan currently on file with the Department.

I also noted previously that the PFO did not include the permit conditions associated with incremental development. Please make sure those are included in the FO and permit.

Feel free to give me a buzz or come on over if you have any questions. I have the permit file and I'll bring that on back to you.

Thanks, Laura

Laura Wilke
Flow Restoration Program Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Fax: (503) 986-0903

Laura Wilke

From: Laura Wilke

Sent: Wednesday, April 08, 2009 9:34 AM

To: 'rick.j.kepler@state.or.us'; 'Amy.M.Stuart@state.or.us'; 'Brett.L.Hodgson@state.or.us'; 'john.potter@state.or.us'; 'letha.crawford@state.or.us'; 'Bonnie.Lamb@state.or.us'; 'NIGG Eric'; 'Paul.A.Measeles@state.or.us'; 'James.W.Johnson@state.or.us'; 'PUSTIS Nancy'; Jeremy Giffin; 'jjohnson@oda.state.or.us'

Subject: Finalized Mitigation Project - MP-113 (Instream Transfer T-10544)

Greetings Everyone:

I just wanted to let you know that the Final Order approving instream transfer T-10544, mitigation credit project MP-113, has been issued and is available for those of you that would like to take a look at it by clicking on the following link.

Final Order: http://apps2.wrd.state.or.us/apps/wr/wrinfo/wr_transfer_centric.aspx?transfer_nbr=10544&transfer_char=T

ISWR Cert 85447 via the vault:
http://apps2.wrd.state.or.us/apps/misc/vault/Default.aspx

This transfer protects water in the Deschutes River, tributary to the Columbia River. It generated mitigation credits that are available for use in the Middle Deschutes and General Zones of Impact. This is a project that you were previously notified of and provided an opportunity to comment. The Final Order is the result of review of the project and consideration of any comments that were received.

As always, thanks for your time and input on these projects. Let me know if you have any trouble with the above links.

Laura Wilke

Laura Wilke
Flow Restoration Program Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

Water Right Transfer Checklist

Transfer T-10544 Transfer Specialist: Laura Snedeker

Transfer Type: Instream

Applicant Name/Address: Deschutes River Conservancy & COID, 700 NW Hill Street, Bend OR 97701

Agent Name/Address: None

CWRE Name/Number: None

Rec Landowner Name/Address: None

Irr. District Name/Address: COID

Affected Gov'ts Name/Address: Bureau of Reclamation

Commentors: Name/Address: None

Water Rights Affected

Records Marked	Records Copied	App File No. or Decree Name	Permit No.	Certificate No.	RR/CR Needed	RR/CR Nos.
☒	☒			83571	☐ Yes ☐ No	85447 (IS)
☐	☐				☐ Yes ☐ No	
☐	☐				☐ Yes ☐ No	

Key Dates & Initial Actions

Rec'd: 2/19/2008	Proposed Action(s): POU POD HST APOD USE OTHER: POD,POU,USE	
Fees Pd: 625.00	WM District: 11	ODFW District: 75
Initial Notice: 3/11/2008	WM Review sent: 3/4/2008	ODFW Review sent: 3/4/2008
Acknowledgement Letter Sent ☒		GW Review sent: None

Processing Dates & Actions

Deficiency Contacts: _____

DPD Mailed: _____

☐ ODFW contact sheet sent with DPD, or ☐ N/A

PD Mailed: _____

PD Weekly Notice: _____

Newspaper Pub Affid Due: _____

☐ not required

Affid of Pub Rec'd: _____

Last Day Published: _____

Affidavit Reminder Sent: _____

Reminder Deadline: _____

Preliminary Determination

☐ Electronic Files uploaded
☐ PD Cover letter
☐ PD Notice
☐ File Assigned/ ModPod updated
☐ Preliminary Determination
☐ Fee Refund Due
☐ Remaining Rights

DPD Review (Optional)	PD Review (Salem)	Final Order Review (Salem)
Reviewer: LKW	Reviewer: LKW	Reviewer: Lisa Daniels
Date:	Date: 12-3+4-08	Date: 3-27-09
Coordinator:	Coordinator:	Coordinator:
Date:	Date:	Date:

Comments/Special Issues:

Special Order Volume: Vol 77 Pages 457 Final Order Signature Date: 3-30-09

Notice of FO email'd to processors Dorothy/Laura/Susan

Review Checklist **T-10544** **Processor: Laura Snedeker**

Application

- ☐ The type of change is clearly indicated.
- ☐ The application is appropriately signed.
- ☐ Appropriate fees were paid. ☐ If overpayment, Refund Request to be sent with FO
- ☐ Land use form matches affected tax lots and is signed by proper official. *(from ALL affected Govt's)*
- ☐ Ditch company, district and/or BOR, sent a copy of the application and map, if appropriate.
- ☐ All required attachments received.

Water right subject to transfer

- ☐ Certificated right or Proof accepted "to the satisfaction...."
- ☐ The right been exercised according to terms & conditions of certificate.
- ☐ Delivery system has the capacity to fully divert the rate/duty of the right.
- ☐ No information in record that suggests forfeiture.
- ☐ No conflicts identified on the plat cards and plat card reports printed.
- ☐ Affidavits prepared for rights that need to be canceled or diminished.

Application Map

- ☐ The map has an original CWRE signature.
- ☐ The map size and scale accurate and appropriate per OAR 690-380-3100(1)(b)(c)&(d).
- ☐ All authorized and proposed POD's/POA's and POU's shown and clearly labeled.
- ☐ Metes and bounds for the POD's/POA's are properly described on the map.
- ☐ The POD/POA dimensions & ¼ ¼ on map match the transfer application and certificate descriptions.
- ☐ Map acres match the tabulation on the certificate.
- ☐ Have final proof maps/decree maps for the rights. ☐ Application map matches certificate FPS.
- ☐ Have necessary aerial photos.

Determining the "From" and "To" Lands *(make working copy of application and certificates to mark on)*

- ☐ *Only* the authorized POD's/POA's and POUs to be transferred are listed.
- ☐ Application & certificate tabulations match. *(Mark on appl. and cert. copies and note corrections needed)*
- ☐ Marked on certificate the acreage being transferred, cancelled and remaining by ¼ ¼.

Ownership

- ☐ The deed/ROLI matches the ***"from"*** lands. (Don't need to check "to" lands.)
- ☐ Have current tax lot map. *(If transfer application is several years old, contact assessor's office)*
- ☐ The applicant is the owner of the "from" lands.
- ☐ *All* owners on the deed/ROLI have signed the application.
- ☐ If necessary, there is a notarized, signed statement of consent from landowners other than applicant.
- ☐ If necessary, there is a copy of written notification to each lien holder identified on ROLI.
- ☐ Agent has authorization to make decisions.

Evaluation (materials needed for peer reviewer in bold)

☐ **application** complete ☐ **map** ☐ **FPS** ☐ evidence of use ☐ land-use form
☐ deed/ROLI ☐ **certificate** ☐ fees paid ☐ well logs ☐ **plat card**
☐ **audit** ☐ **dpd**

Reviews/comments/conditions received? ☐ Watermaster ☐ ODFW ☐ GW

Headgate ☐ When in the judgment ☐ Prior to diverting ☐ Existing and maintain
Measuring Devices ☐ When in the judgment ☐ Prior to diverting ☐ Existing and maintain
Fish Screen Devices ☐

Injury: Y N Enlargement: Y N

Conditions to avoid enlargement/injury –

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

April 1, 2009

Central Oregon Irrigation District
1055 SW Lake Court
Redmond, OR 97756

Deschutes River Conservancy
700 NW Hill Street
Bend, OR 97701

Re: Instream Transfer T-10544 & Mitigation Credit Project MP-113

Thank you for participating in the Instream Transfer and Deschutes Mitigation Credit program. I want to express appreciation for your participation in these programs and cooperation in helping to improve streamflows for fish and aquatic life and to provide mitigation water to ground water users in the Deschutes Ground Water Study Area.

As identified in the attached Final Order, this Instream Transfer has been approved and awarded mitigation credits. Mitigation credits awarded to this project have been assigned jointly to Central Oregon Irrigation District and Deschutes River Conservancy.

These mitigation credits may be used to satisfy the mitigation obligation of a ground water permit or application or may be assigned to any person or mitigation bank. The mitigation credits awarded to this project are valid until used to fulfill the mitigation obligation of a ground water permit application(s) and/or an existing ground water right(s) in the General Zone of Impact and/or Middle Deschutes River Zone of Impact within the Deschutes Ground Water Study Area. A ground water user wanting to demonstrate that mitigation credits are being used to satisfy a mitigation obligation needs to submit documentary evidence to the Department showing that mitigation credits have been obtained and assigned to them.

Mitigation credit transactions should be reported to the Water Resources Department. The Department has a Documentary Evidence form, copy enclosed (along with an example), available for your use or any subsequent mitigation credit holder, to assign the credits to a ground water user. The Department's Documentary Evidence form contains pertinent information needed by the Department to evaluate the use and validity of the mitigation credits.

If you decide to assign the mitigation credits to someone other than a ground water user, the Department would like to suggest that the enclosed Assignment of Mitigation Credits form (chain-of-custody) be used to assign credits to another party. An additional Assignment of Mitigation Credit form is also enclosed. These assignment forms will help establish a chain-of-custody for the ownership of the mitigation credits. Please provide a copy of the complete assignment record (from original credit holder to current credit holder) and a blank assignment form to any new credit holders so that they may continue the mitigation credit assignment record as well. A general example is enclosed for your reference.

Once the mitigation credits are assigned to a ground water user, the ground water user will need to submit documentary evidence that valid mitigation credits have been obtained to satisfy their mitigation obligation. If credits have changed hands beyond the original credit holder, the Department will ask the ground water user to demonstrate that the credits they are intending to use are indeed valid. A complete assignment record will help demonstrate the validity of the credits being used.

Also enclosed is a copy of the final order and new instream water right certificate. If you have any questions regarding the instream transfer and new certificate or the award of mitigation credits, please call me at (503) 986-0884.

Sincerely,

Laura K. Wilke

Laura K. Wilke
Flow Restoration Program Coordinator

c: Jeremy Giffin, Watermaster District 11
file T-10544 & MP-113

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

ASSIGNMENT RECORD FOR MITIGATION CREDITS
CHAIN OF CUSTODY

Mitigation Credit Project: MP-113 Mitigation Credits: 174.3

Mitigation Credit Holder: Deschutes River Conservancy (PO box 1560, Bend, OR 97709) and
Central Oregon Irrigation District (1055 SW Lake Court, Redmond, OR 97756)

#____ Mitigation credits have been assigned to (Name): _____

Mailing Address: _____

Phone Number: _____

_____ _____
Current Mitigation Credit Holder Signature Date

_____ _____
New Mitigation Credit Holder Signature Date

Mitigation Credit Holder: _____

#____ Mitigation credits have been assigned to (Name): _____

Mailing Address: _____

Phone Number: _____

_____ _____
Current Mitigation Credit Holder Signature Date

_____ _____
New Mitigation Credit Holder Signature Date

Mitigation Credit Holder: _____

#____ Mitigation credits have been assigned to (Name): _____

Mailing Address: _____

Phone Number: _____

_____ _____
Current Mitigation Credit Holder Signature Date

_____ _____
New Mitigation Credit Holder Signature Date

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

ASSIGNMENT RECORD FOR MITIGATION CREDITS
CHAIN OF CUSTODY (Additional Form)

Mitigation Credit Project: MP-113 Mitigation Credits: _____ (# held by current credit holder)

Mitigation Credit Holder: _____

#____ Mitigation credits have been assigned to (Name): _____

Mailing Address: _____

Phone Number: _____

_____ _____
Current Mitigation Credit Holder Signature Date

_____ _____
New Mitigation Credit Holder Signature Date

Mitigation Credit Holder: _____

#____ Mitigation credits have been assigned to (Name): _____

Mailing Address: _____

Phone Number: _____

_____ _____
Current Mitigation Credit Holder Signature Date

_____ _____
New Mitigation Credit Holder Signature Date

Mitigation Credit Holder: _____

#____ Mitigation credits have been assigned to (Name): _____

Mailing Address: _____

Phone Number: _____

_____ _____
Current Mitigation Credit Holder Signature Date

_____ _____
New Mitigation Credit Holder Signature Date

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

DESCHUTES BASIN MITIGATION CREDIT DOCUMENTARY EVIDENCE FORM

This form is to be completed when mitigation credits are obtained from a mitigation credit holder, other than a mitigation bank, by a ground water application/permit/certificate holder to satisfy a mitigation obligation under the Deschutes Ground Water Mitigation rules. Please print in ink or type all information. If there any questions about this form, please contact the Department. Phone: (503) 986-0884

Ground Water User Information:

Name: _____
Mailing Address (Street, City, State, Zip): _____
Phone Number (Home and Work-including area code): _____ E-Mail (optional): _____
Ground Water Application, Permit, or Certificate #: _____
Mitigation Obligation (amount) (see Notice of Mitigation Obligation or Initial Review for this information): _____
Zone of Impact (see Notice of Mitigation Obligation or Initial Review for this information): _____

Mitigation Credit Holder Information:

Mitigation Credit Holder Name: _____
Mailing Address: _____
Phone Number (including area code): _____ E-Mail (optional): _____
If mitigation credits have changed hands beyond the original credit holder, a complete assignment record should be included with this documentary evidence form to help demonstrate that the credits are valid. This information may be obtained from the mitigation credit holder.

Mitigation Credit Information:

In the following table, identify the mitigation project identification number(s), the number of credits assigned from each mitigation project, the zone of impact in which the credits are to be used (note - many credits may be used within more than one zone of impact) and the type of mitigation project upon which the credits are based.

Project Type Codes: Allocation of Conserved Water = ACW; Permanent Instream Transfers = PT; Storage Release = SR; Aquifer Recharge = AR; Other = Other (if other, please describe under project type in space provided below)

Mitigation Project ID	# Mitigation Credits Assigned	Zone of Impact	Mitigation Project Type Code (see above)
MP-_____	_____	_____	_____

Add additional mitigation projects and credits, using above format, by attaching additional pages if necessary.

Mitigation Project Operator (if other than original credit holder): _____ (for example, name of storage project or aquifer recharge project operator)
Mailing Address: _____
Phone Number (including area code): _____

For Stored Water Releases (if applicable):
Name of Reservoir: _____
Reservoir Permit/Certificate: _____ Contract Number(s): _____

The above described mitigation credits have been transferred from _____, mitigation credit holder, to _____, ground water application/permit/certificate holder.

_____ _____
Mitigation Credit Holder Signature Date

_____ _____
Ground Water Application/Permit/Certificate Holder Signature Date

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

EXAMPLE ONLY - DESCHUTES BASIN MITIGATION CREDIT DOCUMENTARY EVIDENCE FORM

This form is to be completed when mitigation credits are obtained from a mitigation credit holder, other than a mitigation bank, by a ground water application/permit/certificate holder to satisfy a mitigation obligation under the Deschutes Ground Water Mitigation rules. Please print in ink or type all information. If there any questions about this form, please contact the Department.

Ground Water User Information:

Name: Ken Smith
Mailing Address (Street, City, State, Zip): 967 Fairmont Drive, Bend, OR 97701
Phone Number (Home and Work - including area code): (541) 388-0000 (Home) (541) 389-0000 (work) _____ (other)
E-Mail (optional): _____
Ground Water Application, Permit, or Certificate #: G-99999
Mitigation Obligation (amount) (see Notice of Mitigation Obligation or Initial Review for this information): 5.0 acre-feet
Zone of Impact (see Notice of Mitigation Obligation or Initial Review for this information): General Zone of Impact

Mitigation Credit Holder Information:

Mitigation Credit Holder Name: Tom Cooper
Mailing Address: 9090 Perfect Loop, Bend, Oregon 97709
Phone Number (including area code): _____ (Home) (541) 777-9999 (work) _____ (other)
E-Mail (optional): _____

If mitigation credits have changed hands beyond the original credit holder, a complete assignment record (chain-of-custody) for the mitigation credits should be included with this documentary evidence form to help demonstrate that the credits are valid. This information may be obtained from the mitigation credit holder.

Mitigation Credit Information:

In the following table, identify the mitigation project identification number(s), the number of credits assigned from each mitigation project, the zone of impact in which the credits are to be used (note - many credits may be used within more than one zone of impact) and the type of mitigation project upon which the credits are based.

Project Type Codes: Allocation of Conserved Water = ACW; Aquifer Recharge = AR; Permanent Instream Transfers = PT; Storage Release = SR; Other = Other (if other, please describe under project type in space provided below)

Mitigation Project ID	# Mitigation Credits Assigned	Zone of Impact	Mitigation Project Type Code (see above)
MP-99	5.0	General	PT

Add additional mitigation projects and credits by attaching additional forms or additional pages, using above format, if necessary.

Mitigation Project Operator (if other than original credit holder): _____ (for example, name of storage project or aquifer recharge project operator)
Mailing Address: _____
Phone Number (including area code): _____

For Stored Water Releases (if applicable):
Name of Reservoir: _____
Reservoir Permit/Certificate: _____ Contract Number(s): _____

The above described mitigation credits have been transferred from _____, mitigation credit holder, to _____, ground water application/permit/certificate holder.

signature of Tom Cooper — 8-15-2006
Mitigation Credit Holder Signature — Date

signature of Ken Smith — 8-15-2006
Ground Water Application/Permit/Certificate Holder Signature — Date

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

EXAMPLE ONLY - ASSIGNMENT RECORD FOR MITIGATION CREDITS
CHAIN OF CUSTODY

Mitigation Credit Project: MP-99 Mitigation Credits: 10.0

Mitigation Credit Holder: John Smith

10.0 Mitigation credits have been assigned to (Name): Brian Jones

Mailing Address: 5151 Tiger Drive, Bend, OR 97701

Phone Number: (541) 389-9999

Signature of John Smith — 12/13/2005
Current Mitigation Credit Holder Signature — Date

Signature of Brian Jones — 12/13/2005
New Mitigation Credit Holder Signature — Date

Mitigation Credit Holder: Brian Jones

5.0 Mitigation credits have been assigned to (Name): Judith Niles

Mailing Address: 6000 Balmy Road, Redmond, Oregon 97756

Phone Number: (541) 677-8888

Signature of Brian Jones — 5/6/2006
Current Mitigation Credit Holder Signature — Date

Signature of Judith Niles — 5/6/2006
New Mitigation Credit Holder Signature — Date

Mitigation Credit Holder: Brian Jones

5.0 Mitigation credits have been assigned to (Name): Jackson Long

Mailing Address: 800 Finders Way, Prineville, Oregon 97754

Phone Number: (541) 888-9999

Signature of Brian Jones — 6/8/2006
Current Mitigation Credit Holder Signature — Date

Signature of Jackson Long — 6/8/2006
New Mitigation Credit Holder Signature — Date

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

EXAMPLE ONLY - ASSIGNMENT RECORD FOR MITIGATION CREDITS
CHAIN OF CUSTODY (Additional Form)

Mitigation Credit Project: MP-99 Mitigation Credits: 5.0 (# held by current credit holder)

Mitigation Credit Holder: Judith Niles

5.0 Mitigation credits have been assigned to (Name): Tom Cooper

Mailing Address: 9090 Perfect Loop, Bend, Oregon 97709

Phone Number: (541) 777-9999

signature of Judith Niles — 7-10-2006
Current Mitigation Credit Holder Signature — Date

signature of Tom Cooper — 7-10-2006
New Mitigation Credit Holder Signature — Date

Mitigation Credit Holder: _____

#____ Mitigation credits have been assigned to (Name): _____

Mailing Address: _____

Phone Number: _____

_____ — _____
Current Mitigation Credit Holder Signature — Date

_____ — _____
New Mitigation Credit Holder Signature — Date

Mitigation Credit Holder: _____

#____ Mitigation credits have been assigned to (Name): _____

Mailing Address: _____

Phone Number: _____

_____ — _____
Current Mitigation Credit Holder Signature — Date

_____ — _____
New Mitigation Credit Holder Signature — Date

Laura Wilke

From: Laura Wilke
Sent: Wednesday, December 10, 2008 11:11 AM
To: 'James.W.Johnson@state.or.us'
Subject: FW: Preliminary Determination completed for Instream Transfer T-10544 (MP-113)

Laura Wilke
Flow Restoration Program Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

From: Laura Wilke
Sent: Wednesday, December 10, 2008 10:56 AM
To: 'rick.j.kepler@state.or.us'; 'Amy.M.Stuart@state.or.us'; 'Brett.L.Hodgson@coho2.dfw.state.or.us'; 'john.potter@state.or.us'; 'HOUCK Jan'; 'Bonnie.Lamb@state.or.us'; 'NIGG Eric'; 'PUSTIS Nancy'; 'Paul.A.Measeles@state.or.us'; 'JamesW.Johnson@state.or.us'
Subject: Preliminary Determination completed for Instream Transfer T-10544 (MP-113)

Greetings:

The Preliminary Determination for instream transfer T-10544, mitigation credit project MP-113, has been issued and is available for those of you that would like to take a look at it by following the below link.

http://www1.wrd.state.or.us/files/Publications/Deschutes%20Mitigation/mitigation_projects/MP-113-Credit_Project_(T-10544)/

If you click on this link, you will see three files – click on the one labeled 10544-pd……then a copy of the Preliminary Determination should open up via Adobe. Please let me know if you have any trouble with this link.

This transfer is proposed to create an instream water right on the Deschutes River from the original point of diversion to the mouth of the Deschutes River. It is intended to in part provide mitigation credits that would be available for use in the Middle Deschutes and General Zones of Impact. A portion of this instream transfer is also being used solely for restoration purposes.

This is a project that you were previously notified of and provided an opportunity to comment. The Preliminary Determination is the result of review of the project and consideration of any comments that were received.

As always, thanks for your time and input on these projects.

Laura

Laura Wilke

Laura Wilke

From: Laura Wilke

Sent: Wednesday, December 10, 2008 10:56 AM

To: 'rick.j.kepler@state.or.us'; 'Amy.M.Stuart@state.or.us'; 'Brett.L.Hodgson@coho2.dfw.state.or.us'; 'john.potter@state.or.us'; 'HOUCK Jan'; 'Bonnie.Lamb@state.or.us'; 'NIGG Eric'; 'PUSTIS Nancy'; 'Paul.A.Measeles@state.or.us'; 'JamesW.Johnson@state.or.us'

Subject: Preliminary Determination completed for Instream Transfer T-10544 (MP-113)

Greetings:

The Preliminary Determination for instream transfer T-10544, mitigation credit project MP-113, has been issued and is available for those of you that would like to take a look at it by following the below link.

http://www1.wrd.state.or.us/files/Publications/Deschutes%20Mitigation/mitigation_projects/MP-113-Credit_Project_(T-10544)/

If you click on this link, you will see three files – click on the one labeled 10544-pd……then a copy of the Preliminary Determination should open up via Adobe. Please let me know if you have any trouble with this link.

This transfer is proposed to create an instream water right on the Deschutes River from the original point of diversion to the mouth of the Deschutes River. It is intended to in part provide mitigation credits that would be available for use in the Middle Deschutes and General Zones of Impact. A portion of this instream transfer is also being used solely for restoration purposes.

This is a project that you were previously notified of and provided an opportunity to comment. The Preliminary Determination is the result of review of the project and consideration of any comments that were received.

As always, thanks for your time and input on these projects.

Laura

Laura Wilke
Flow Restoration Program Coordinator
Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, Oregon 97301-1271
Phone: (503) 986-0884
Web: www.wrd.state.or.us

Laura Snedaker

From: Laura Snedaker
Sent: Tuesday, March 11, 2008 11:42 AM
To: 'Zach Tillman'; 'Leslie Clark'
Subject: Mitigation Project Notice for MP-113 (T-10544)
Attachments: MP-113-public-notice.pdf

Zach, Leslie:

Attached is a copy of the notice for mitigation project MP-113 that was published this week. The comment period on the mitigation project will end April 1, 2008.

Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

DESCHUTES RIVER CONSERVANCY

2/15/2008

Oregon Water Resources Department
Attn. Laura Snedaker
Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301

RE: PERMANENT INSTREAM TRANSFER ***FOR RESTORATION & MITIGATION*** OF 118.99 ACRES OF COID SENIOR DESCHUTES RIVER WATER RIGHTS

Dear Laura,

Enclosed please find the transfer application, supplemental forms and required documentation for the permanent instream transfer ***for Restoration and Mitigation*** of 118.99 acres of Central Oregon Irrigation District, senior Deschutes River water rights. Central Oregon Irrigation District and the Deschutes River Conservancy are co-applicants in this transfer.

Note that some of the water rights in this transfer are currently leased instream and the leases must be cancelled prior to Final Order for this permanent transfer. Also note that 22.14 acres involved in this transfer are restoration acres for National Fish & Wildlife Foundation (NFWF) and will NOT generate any mitigation. The instream reach for these acres extends to the mouth of the Deschutes River (see Exhibit C).

It is the intention of the co-applicants that this transfer application be processed using Receipts Authority, thus expediting the process to the greatest extent possible. Once the application has been received and assigned a transfer number, it will be sent to contractors for bids to process the application using receipts authority. It is my understanding that we may reasonably expect these bids/estimates within 2 weeks of submitting the transfer to OWRD.

Also included is the required transfer fee of $625.00 ($500.00 application fee, plus $125.00 for Receipts Authority bid processing). Please feel free to contact me via email or by phone if you have questions regarding this, or other transfer applications. Thank you.

Best Regards,

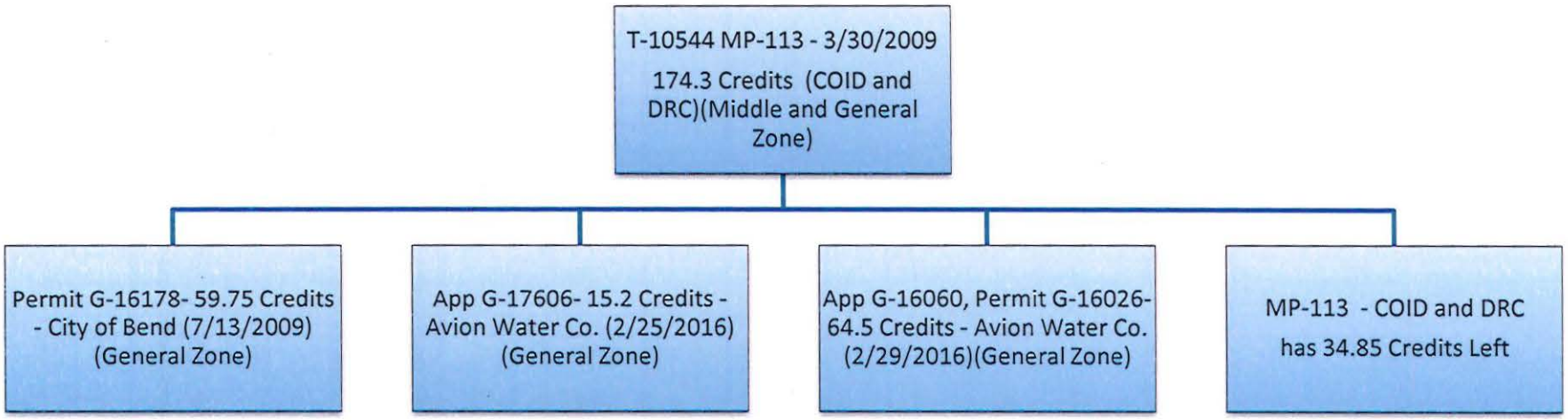
Zachary Tillman, DRC
541-382-4077 x.21
zach@deschutesriver.org

RECEIVED
FEB 22 2008
WATER RESOURCES DEPT
SALEM, OREGON

T 10544

700 NW Hill Street • Bend, Oregon 97701
(P.O. Box 1560 • 97709)
541.382.4077 • Fax 541.382.4078
www.deschutesriver.org / info@deschutesriver.org

MP 113


T-10544 MP-113 - 3/30/2009
174.3 Credits (COID and DRC)(Middle and General Zone)
Permit G-16178- 59.75 Credits - City of Bend (7/13/2009) (General Zone)
App G-17606- 15.2 Credits - Avion Water Co. (2/25/2016) (General Zone)
App G-16060, Permit G-16026- 64.5 Credits - Avion Water Co. (2/29/2016)(General Zone)
MP-113 - COID and DRC has 34.85 Credits Left

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of Instream Transfer Application T-10544 and Mitigation Credit Project MP-113, Deschutes County	)	FINAL ORDER APPROVING A CHANGE IN PLACE OF USE AND CHARACTER OF USE, PARTIAL CANCELLATION OF A SUPPLEMENTAL WATER RIGHT, AND PRELIMINARY AND FINAL AWARD OF MITIGATION CREDITS

Authority

ORS 540.505 to 540.580 establishes the process in which a water right holder may submit a request to transfer the point of diversion, place of use, or character of use authorized under an existing water right. OAR Chapter 690, Division 380 implements the statutes and provides the Department's procedures and criteria for evaluating transfer applications. OAR Chapter 690, Division 077 provides additional criteria for evaluating transfers to instream water rights.

ORS 540.510 establishes the process in which the Department may cancel a supplemental water right not included as part of the transfer application.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Pursuant to OAR 690-521-0400 (2), any mitigation credits awarded to a mitigation project are valid until used to fulfill a mitigation obligation of a ground water use in the Deschutes Ground Water Study Area. Valid mitigation credits may be assigned by any person or recognized mitigation bank to any person or other mitigation bank. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

Applicants

CENTRAL OREGON IRRIGATION DISTRICT
1055 SW LAKE COURT
REDMOND, OR 97756

DESCHUTES RIVER CONSERVANCY
700 NW HILL STREET
BEND, OR 97701

This final order is subject to judicial review by the Court of Appeals under ORS 183.482. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.482(1). Pursuant to ORS 536.075 and OAR 137-003-0675, you may petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

Findings of Fact

Background

1. On February 22, 2008, the Central Oregon Irrigation District (COID) and Deschutes River Conservancy (DRC) filed an application to change the place of use and character of use under Certificate 83571 to instream use. The Department assigned the application number T-10544.

2. The portion of the right to be transferred is as follows:

Certificate: 83571 in the name of Central Oregon Irrigation District
Use: Irrigation of 118.99 acres
Priority Date: October 31, 1900 and December 2, 1907
Season of Use: April 1 through October 31, further limited as follows:
April 1 through April 30 & October 1 through October 31 described herein as Season 1
May 1 through May 14 & September 16 through September 30 described herein as Season 2
May 15 through September 15 described herein as Season 3
Maximum Quantity (Rate) that can be applied to an acre:
Season 1: limited to 1/80th cubic foot per second (CFS) per acre
Season 2: limited to 1/60th CFS per acre
Season 3: limited to 1/32.4th CFS per acre
Maximum Duty that can be applied to an acre:
Not to exceed 9.91 acre-feet (AF) per acre per year.
The above listed rates and duty reflect allowance of a 45% transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Those lands not served from the district main canal systems, but by direct pumping from the Deschutes River, are not allowed the 45% transmission loss.
Source: The Deschutes River, tributary to the Columbia River
Authorized Point of Diversion (POD):

Township		Range		Meridian	Sec	¼ ¼		Survey Coordinates
17	S	12	E	W.M.	29	SE	NE	POD #11 (COID NORTH CANAL): 850 FEET NORTH AND 630 FEET WEST FROM THE EAST ¼ CORNER OF SECTION 29

Authorized Places of Use:

Township		Range		Meridian	Sec	¼ ¼		Acres
14	S	13	E	WM	16	SE	SW	0.24
14	S	13	E	WM	34	NE	SE	8.00
15	S	13	E	WM	4	NE	NE	5.00
15	S	13	E	WM	5	SE	NE	4.50
15	S	13	E	WM	5	NW	SW	30.20

Township		Range		Meridian	Sec	¼ ¼		Acres
15	S	13	E	WM	5	SW	SE	3.77
15	S	13	E	WM	8	SW	SW	0.90
15	S	13	E	WM	8	SE	SW	19.62
15	S	13	E	WM	8	SW	SE	4.50
15	S	13	E	WM	9	NW	NW	2.00
15	S	13	E	WM	9	NE	SE	2.40
15	S	13	E	WM	10	SW	NW	5.40
15	S	13	E	WM	17	NW	NW	14.70
15	S	13	E	WM	18	SW	SE	4.00
15	S	13	E	WM	20	NW	NW	4.40
15	S	13	E	WM	20	NW	SE	0.18
15	S	13	E	WM	20	SE	SE	0.63
15	S	13	E	WM	21	SW	NW	0.50
15	S	13	E	WM	30	NW	SE	8.05

3. The Department has information that the season of use described in Certificate 83571 contains scrivener errors. Consistent with the Decree for the Deschutes River (Volume 12, Page 282), the irrigation season should be:

   Season of Use: April 1 through October 31, further limited as follows:
   April 1 through April 30 & October 1 through October 31 described herein as Season 1.
   May 1 through May 14 & September 15 through September 30 described herein as Season 2.
   May 15 through September 14 described herein as Season 3

4. Certificate 83571 is a deficient water right. If water were diverted simultaneously to all authorized lands and uses described in the right at the maximum rates and duty allowed (described in Finding of Fact #2), the total rate and duty for the water right would be exceeded. In the event water were diverted simultaneously to all authorized lands and uses described in the right at the maximum rates and duty allowed at the POD (described in Finding of Fact #2), the portion of the right involved in this transfer would be limited as described in the tables below. These rates and duty are also the quantities by which Certificate 83571 shall be reduced, if this transfer is approved.

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	1.484 CFS	1.978 CFS	2.616 CFS	1,176.27 AF
December 2, 1907			1.048 CFS	

5. A total of 648.55 AF of water, excluding transmission losses, may be beneficially used annually for primary irrigation under the portion of existing Certificate 83571 proposed for transfer.

6. Supplemental right, Certificate 76714, is appurtenant to the same lands from which the primary right under Certificate 83571 is proposed to be transferred to instream use. The applicant has requested that the affected portion of Certificate 76714 be cancelled upon issuance of the Final Order approving T-10544.

7. The applicants are not the owners of the lands to which the water right described in Finding of Fact #2 is appurtenant. However, water right conveyance agreements have been completed and interest in the water rights has been conveyed to COID from each landowner described in the table below. The portion of this right to be transferred was appurtenant to lands owned by the identified landowners at the time interest in the water right was conveyed through a Quit Claim, a water right conveyance agreement.

Landowner	Water Right Interest Holder	T	R	Sec	¼ ¼	Current Tax Lot
J. Pat and Carolyn Horton, Jayne I. Heyne, and Tyler Fitzsimons	COID	15S	13E	5	NW SW	901
Arrowood Development, LLC	COID	15S	13E	30	NW SE	600
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1302
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1304
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1306
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1307
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1308
Elk Horn Development, LLC	COID	15S	13E	8	SE SW	100
Elk Horn Development, LLC	COID	15S	13E	8	SE SW	200
George A. and Jennifer Arthur	COID	15S	13E	20	NW NW	201
Pat C. Dean, Trustee, or successor in trust, under The Pat C. Dean Revocable Living Trust, dated March 15, 2005	COID	15S	13E	10	SW NW	500
Gene W. and Judy R. Hoskin, Grant and Julie Hoskin, and Shannon and Tara Townsend	COID	14S	13E	34	NE SE	2008
Havnip Investment, LLC	COID	15S	13E	8	SW SE	2200
Duane and Kristeen M. Whipple	COID	15S	13E	5	SW SE	1103
Prescott S. and Brook L. Rice	COID	15S	13E	9	NW NW	205
Hayden H. Watson	COID	15S	13E	4	NE NE	600
Lorraine Hendricks	COID	15S	13E	18	SW SE	2802
Lorraine Hendricks	COID	15S	13E	18	SW SE	2809
Alterra Investments LLC	COID	15S	13E	8	SE SW	1100
A & M Ventures, LLC	COID	15S	13E	9	NE SE	800
Michael R. and Brenda L. Chilcott	COID	15S	13E	20	NW SE	4900
Samuel E. Blackwell, Jr.	COID	15S	13E	21	SW NW	200
Samuel E. Blackwell, Jr.	COID	15S	13E	21	SW NW	300
The DRT Living Trust, UTD August 31, 2005, David L. and Rose M. Noah, Trustees	COID	14S	13E	16	SE SW	1101
Richard A. and Judith L. Scorza	COID	15S	13E	30	NW SE	701
Charles and Dana Garner	COID	15S	13E	8	SW SW	802
WASABI WASABI, LLC	COID	15S	13E	5	SE NE	302
Suzanna F. Clarke	COID	15S	13E	20	SE SE	300

8. Application T-10544 proposes to change the character of use to instream use for conservation, maintenance and enhancement of aquatic and fish life, wildlife, fish and wildlife habitat and other ecological values; pollution abatement; and recreation.

9. Application T-10544 also proposes to use 96.85 acres of irrigation use proposed for instream transfer (described in Finding of Fact #2) for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area, and to use the remaining 22.14 acres of irrigation use for instream restoration purposes.

10. Application T-10544 proposes to change the place of use of the right to create the following instream reaches:

    Reach 1 (restoration and mitigation flows): From COID North Canal POD #11 (described in Finding of Fact #2) to Lake Billy Chinook (River Mile (RM) 120).

    Reach 2 (restoration flows only): From Lake Billy Chinook (RM 120) to the mouth of the Deschutes River (RM 0).

11. The applicant proposes that water be protected instream during the period April 1 through October 26. Season 3 would end on October 26.

12. The applicant proposes the quantities of water to be transferred and protected instream be as follows:

Reach 1: POD #11 to Lake Billy Chinook (RM 120)

Certificate	Priority Date	Rate Instream	Volume Instream
83571	October 31, 1900	Season 1: 0.818 CFS Season 2: 1.091 CFS Season 3: 2.020 CFS	648.55 AF

Reach 2: Lake Billy Chinook (RM 120) to Mouth (RM 0)

Certificate	Priority Date	Rate Instream	Volume Instream
83571	October 31, 1900	Season 1: 0.10 CFS Season 2: 0.10 CFS Season 3: 0.10 CFS	39.85 AF

13. There are existing instream water rights within the same reach as that proposed for the new instream water right. There is a pending instream water right application, filed by the Oregon Department of Fish and Wildlife (ODFW) pursuant to ORS 537.341 to establish an instream water right from POD #11 to Lake Billy Chinook, which if approved will have a priority date of September 19, 1990. Below Lake Billy Chinook, there are two other instream water rights, Certificates 73188 and 73237, with priority dates of October 2, 1989 and January 16, 1996, respectively. These instream water rights were established pursuant to ORS 537.341, the state agency instream water right application process, and are located from the Pelton Regulation Dam on the Deschutes River to the mouth. The remaining

instream water rights were established under ORS 537.348, the instream transfer process, and ORS 537.470, the allocation of conserved water process.

14. The applicant proposes that any instream water right established as a result of this instream transfer to be additive to existing instream water rights for the same reach established pursuant to ORS 537.348 (instream transfer process) and ORS 537.470 (allocation of conserved water process). The applicant also proposes that any instream water right established as a result of this instream transfer replace a portion of any existing instream rights established pursuant to ORS 537.346 (minimum streamflow conversion) and ORS 537.341 (state agency instream application process), with an earlier priority date.

15. The applicant has requested to protect water instream under the October 31, 1900, priority date. Water is diverted at the point of diversion during Season 3 under both the 1900 and 1907 priority dates. The quantity of water diverted under the 1907 priority date during Season 3 makes up a balance of water allowed by the decree for transmission losses. Transmission losses account for 45% of the water diverted at the point of diversion and are not transferable to instream use. The quantities of water proposed by the applicant to be transferred instream, as described in Finding of Fact #12, do not include the 45% transmission loss. The Department finds that water may be protected instream solely under the 1900 priority date.

16. The applicant has provided notification of the proposed action to the Cities of Bend and Maupin; Deschutes, Jefferson, and Wasco Counties; and the Confederated Tribes of the Warms Springs Reservation. Additionally, the Department provided notification of the proposed action to these local governments upon receipt of Transfer Application T-10544.

17. Notice of the application for transfer was published on March 11, 2008, pursuant to ORS 540.520 and OAR 690-380-4000. No comments were filed in response to the notice.

18. On August 6, 2008, the Department mailed a copy of the draft Preliminary Determination proposing to approve Transfer Application T-10544 to the applicants. The cover letter for the draft Preliminary Determination set forth a deadline of September 4, 2008, for the applicants to respond and provide additional information necessary to complete and clarify the application. Information requested by the Department was received on August 26, 2008. Additional information requested by the Department was also received on November 19 and 21, 2008, and December 3, 2008. On December 3, 2008, the applicants concurred with the draft Preliminary Determination and requested that the Department proceed with issuance of a Preliminary Determination.

19. On December 9, 2008, the Department issued a preliminary determination proposing to approve Transfer Application T-10544 and mailed a copy to the applicants. Additionally, notice of the preliminary determination for the transfer application was published on the Department's weekly notice on December 16, 2008, and in the Bend Bulletin on January 28, February 4, and February 11, 2009, pursuant to ORS 540.520 and OAR 690-380-4020. No protests were filed in response to the Department's weekly notice or to the newspaper notice.

20. On December 10, 2008, the Watermaster identified that the following condition was left out of the Determination and Proposed Action section of the Preliminary Determination:

> Within the specified stream reach, the amount of water to which this right is entitled shall not exceed the quantity of water legally available at the original point of diversion. Stream channel losses and gains calculated based on available data and the use of water by senior appropriators will determine the amount of water to which this right is entitled downstream from the original point of diversion within the specified stream reach.

This condition has been included in the order section of this Final Order and will be included in the new instream water right.

Instream Transfer Review Criteria (OAR 690-77-0075 and 690-380-4010

21. Water has been used within the last five years according to the terms and conditions of the rights or the water right has been leased instream within the last five years, and there is no information in the record that would demonstrate that the rights are subject to forfeiture under ORS 540.610.

22. A diversion structure and ditch sufficient to use the full amount of water allowed under the existing right were present within the five-year period prior to submittal of Application T-10544 for a portion of the right proposed for transfer. A delivery system does not appear to have been in place within the five-year period prior to submission of the transfer application for other portions of the water right proposed for transfer. However, those portions appear to have been leased instream within the last five years under IL-807 in 2007 or IL-765 in 2006.

23. At the full rates and duty allowed by the water right to be transferred instream, water may be protected instream for a period of 209 days, which appears to be consistent with the period requested by the applicant (April 1 through October 26).

24. The proposed instream use requires modification to take into account return flows. The quantities requested to be protected instream in Reach #2, as described in Finding of Fact #12, account for return flows. A portion of the water diverted at the POD returns to the Deschutes River within the proposed reach and is available to downstream water right holders. Return flows from the existing use are back in the river system once river flows reach the Madras Gage. To prevent injury to downstream water right holders or enlargement, the quantity of water that may be protected instream requires modification and return flows should be accounted for at the Madras Gage. The original Reach #2 proposed by the applicant accounted for return flows higher on the system than needed.

25. The applicants have also requested to protect water instream for mitigation purposes only from the POD down to Lake Billy Chinook and restoration flows from the POD down to the mouth of the Deschutes River. The reaches proposed by the applicants require further modification to take into account where water is to be protected and the location of return flows described in Finding of Fact #24.

26. Based on Findings of Fact #23 through #25, on December 3, 2008, the applicants agreed to modify the quantities to be transferred and protected instream as follows:

Reach 1 (Mitigation and Restoration flows): COID North Canal POD #11 (as described in Finding of Fact #2) to Lake Billy Chinook (RM 120)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.818 CFS	648.55 AF
		Season 2	1.091 CFS	
		Season 3	2.020 CFS	

Reach 2 (Restoration flows only): Lake Billy Chinook (RM 120) to Madras Gage

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.152 CFS	120.67 AF
		Season 2	0.203 CFS	
		Season 3	0.376 CFS	

Reach 3 (Restoration flows only): Madras Gage to Mouth (RM 0)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	April 1 – October 26	0.1 CFS	39.85 AF

27. The proposed change, as modified, would not result in enlargement of the right.

28. The proposed change, as modified, would not result in injury to other water rights.

29. The amount and timing of the proposed instream flow, as modified, are allowable within the limits and use of the original water right.

30. The protection of flows within the proposed reach is appropriate, considering:

(a) The instream water right begins at the recorded point of diversion;

(b) The location of confluences with other streams downstream of the point of diversion;

(c) There are no known areas of natural loss of streamflow to the river bed downstream from the point of diversion; and

(d) Any return flows resulting from the exercise of the existing water right would re-enter the river within the proposed reach and have been accounted for in Reach #3.

31. Within the proposed reach, the Deschutes River is a designated State Scenic Waterway. The protection of flows necessary to maintain the free flowing character of the Deschutes River for fish and wildlife habitat, and recreation is a matter of statutory policy. Within the reach proposed by the applicant, there are several existing instream water rights, which include the

use of water for fish habitat, aquatic life, recreation, aesthetics, and pollution abatement. There is also a pending instream water right application filed by ODFW for anadromous and resident fish rearing. In addition to flows for the designated Scenic Waterway and the pending instream water right application, which are at times not met during the requested period for instream protection, this segment of the Deschutes River is also on the Oregon Department of Environmental Quality's (DEQ) 303d list of water quality limited streams for temperature and pH above Lake Billy Chinook and for nutrients, sedimentation and temperature below Lake Billy Chinook at the lower end of the river.

32. By adding to other water rights leased or transferred instream at the same location, or created through the conserved water statutes, the instream right will provide protection for additional streamflows necessary for conservation, maintenance and enhancement of aquatic and fish life, fish and wildlife habitat and other ecological values; recreation; and pollution abatement.

33. By replacing a portion of instream rights created at the request of state agencies or under the minimum streamflow conversion process, the instream right will provide protection for streamflows previously identified as necessary for conservation, maintenance and enhancement of aquatic and fish life, fish and wildlife habitat and other ecological values; recreation; and pollution abatement under earlier priority dates.

34. During the period April 1 through October 26 any instream water right established by this transfer application may replace a portion of instream water rights established pursuant to ORS 537.341 or 537.346 and be in addition to instream water rights established pursuant to ORS 537.348 or 537.470 unless otherwise specified by an order approving a new instream water right under these statutes.

35. The total monthly quantities of water to be protected under the proposed instream right, in addition to the existing instream water rights, within the proposed reach will provide for a beneficial purpose and do not exceed the estimated average natural flow.

Partial Cancellation of a Water Right

36. There is an existing supplemental right, Certificate 76714, appurtenant to the portion of lands on which Certificate 83571 is proposed for transfer to instream use. The applicant has not submitted an affidavit certifying that the affected portions under Certificate 76714 have been abandoned. The applicant has requested that affected portions of the supplemental water rights under Certificate 76714 be cancelled upon issuance of the Final Order approving T-10544. The portion of Certificate 76714 to be cancelled has been quit claimed to COID.

37. Supplemental water rights (layered water rights) must be included in a transfer application or be cancelled.

38. Consistent with OAR 690-380-2250, the Department provided notice (as part of the draft Preliminary Determination identified in Finding of Fact #18) to the applicant of the Department's intent to cancel the portions of the supplemental water right described below

unless within 30 days of the date of notification, the applicant modified the application to include the supplemental right or withdrew the application. No response was received to the notice.

39. That portion of the supplemental water right to be cancelled is as follows:

Certificate: 76714 in the name of Central Oregon Irrigation District
Use: Supplemental Irrigation of 118.99 acres
Priority Date: February 28, 1913
Source: Crane Prairie Reservoir, constructed under permit R-1687, tributary to the Deschutes River

Authorized PODs:

Township		Range		Meridian	Sec	¼ ¼		Survey Coordinates
21	S	8	E	W.M.	17	NE	NE	CRANE PRAIRIE RESERVOIR DAM
17	S	12	E	W.M.	29	SE	NE	POD #11 (COID NORTH CANAL): 850 FEET NORTH AND 630 FEET EAST FROM THE NORTH ¼ CORNER OF SECTION 29

Authorized Places of Use:

Township		Range		Meridian	Sec	¼ ¼		Acres
14	S	13	E	WM	16	SE	SW	0.24
14	S	13	E	WM	34	NE	SE	8.00
15	S	13	E	WM	4	NE	NE	5.00
15	S	13	E	WM	5	SE	NE	4.50
15	S	13	E	WM	5	NW	SW	30.20
15	S	13	E	WM	5	SW	SE	3.77
15	S	13	E	WM	8	SW	SW	0.90
15	S	13	E	WM	8	SE	SW	19.62
15	S	13	E	WM	8	SW	SE	4.50
15	S	13	E	WM	9	NW	NW	2.00
15	S	13	E	WM	9	NE	SE	2.40
15	S	13	E	WM	10	SW	NW	5.40
15	S	13	E	WM	17	NW	NW	14.70
15	S	13	E	WM	18	SW	SE	4.00
15	S	13	E	WM	20	NW	NW	4.40
15	S	13	E	WM	20	NW	SE	0.18
15	S	13	E	WM	20	SE	SE	0.63
15	S	13	E	WM	21	SW	NW	0.50
15	S	13	E	WM	30	NW	SE	8.05

40. The Department has information that POD #11 (COID North Canal) described in Certificates 83571 and 76714 is the same diversion point. The location coordinates described in Certificate 76714 contain errors. The location coordinates should be:

Township		Range		Meridian	Sec	¼ ¼	Survey Coordinates
17	S	12	E	W.M.	29	SE NE	POD # 11 (COID NORTH CANAL): 850 FEET NORTH & 630 FEET WEST FROM THE EAST ¼ CORNER OF SECTION 29

Preliminary Award of Deschutes Basin Mitigation Credits

41. COID and the DRC (the Applicant) have requested that a portion of this instream transfer application be used to establish mitigation credits in the Deschutes Ground Water Study Area. The Applicant has requested that any mitigation credits generated from this project be assigned to COID and the DRC.

42. The Department assigned this mitigation credit project number MP-113.

43. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6) on March 11, 2008. No comments were received in response to this notice.

44. The Department consulted with representatives from ODFW, DEQ, Oregon Parks and Recreation Department (OPRD), Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2) on March 7, 2008. Comments were received from OPRD. OPRD identified that this instream transfer will enhance aesthetics and add water needed for fishery resources.

45. No modifications were made to the proposed instream use based upon comments received.

46. The proposed transfer of 96.85 acres of irrigation use to instream use for mitigation purposes will provide 174.3 acre-feet of mitigation water. Therefore, 174.3 mitigation credits (1.0 mitigation credit = 1.0 AF of mitigation water) may be awarded to this mitigation credit project and assigned to COID and the DRC. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the Middle Deschutes and/or General Zones of Impact.

47. A total of 527.88 AF is proposed to be transferred to instream use for mitigation purposes and 174.3 AF of that, as identified above, may be used for mitigation purposes. The amount of water transferred instream and not used for mitigation purposes will benefit instream flow.

48. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The

issuance of a certificate(s) for the proposed instream water right shall result in completion of the project and verification that the project is complete. Mitigation credits may become valid the first calendar year that water is protected instream as a result of this transfer.

49. Mitigation credits awarded to this mitigation credit project will be valid beginning the first calendar year that water will be protected instream under any new instream water right created as a result of this instream transfer application.

Conclusions of Law

The changes in character of use and place of use to instream use proposed in application T-10544 are consistent with the requirements of ORS 540.505 to 540.580, ORS 537.348, OAR 690-380-5000, and OAR 690-077-0075 and the abandoned portion of the right should be cancelled.

This mitigation project (MP-113) results in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

Now, therefore, it is ORDERED:

1. The changes in character of use and place of use to instream use proposed in application T-10544 are approved. The portion of the right that has been abandoned is cancelled.

2. Water Right Certificate 83571 is modified. A new certificate confirming the instream water right shall be issued. The Department shall issue a new water right certificate to supersede Certificate 83571 on a determination that it is necessary to produce a certificate to confirm that portion of the right not involved in this transfer. Approval of this transfer shall reduce the amount of water lawfully available under the remaining portion of Certificate 83571 by the following:

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	1.484 CFS	1.978 CFS	2.616 CFS	1,176.27
December 2, 1907			1.048 CFS	AF

3. The portion of Certificate 76714 that has been abandoned is cancelled. Water right certificate 76714 is modified. The Department shall issue a new water right certificate on a determination that it is necessary to produce a certificate to confirm that portion of the water right not affected by the cancellation described in Finding of Fact #39. Modification of this supplemental water right shall reduce by 118.99 acres the number of acres to which stored water may be applied for supplemental irrigation under the right.

4. The instream water right shall provide for the protection of streamflows for conservation, maintenance and enhancement of aquatic and fish life, wildlife, fish and wildlife habitat and other ecological values; pollution abatement; and recreation in the Deschutes River as follows:

Reach 1 (Mitigation and Restoration flows): COID North Canal POD #11 (as described in Finding of Fact #2) to Lake Billy Chinook (RM 120)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.818 CFS	648.55 AF
		Season 2	1.091 CFS	
		Season 3	2.020 CFS	

Reach 2 (Restoration flows only): Lake Billy Chinook (RM 120) to Madras Gage

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.152 CFS	120.67 AF
		Season 2	0.203 CFS	
		Season 3	0.376 CFS	

Reach 3 (Restoration flows only): Madras Gage to Mouth (RM 0)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	April 1 – October 26	0.1 CFS	39.85 AF

5. Water rights upstream of the original point of diversion shall not be subject to regulation for flows in excess of the quantities to which this instream water right is entitled at the original point of diversion.

6. Within the specified stream reach, the amount of water to which this right is entitled shall not exceed the quantity of water legally available at the original point of diversion. Stream channel losses and gains calculated based on available data and the use of water by senior appropriators will determine the amount of water to which this right is entitled downstream from the original point of diversion within the specified stream reach.

7. The instream right established by this transfer shall replace a portion of instream water rights established pursuant to ORS 537.341 or 537.346 and be in addition to instream water rights established pursuant to ORS 537.348 or 537.470 unless otherwise specified by an order approving a new instream water right under these statutes.

8. The right to the use of the water is restricted to beneficial use at the place of use described, and is subject to other conditions and limitations as may be germane to instream rights, that are contained in Certificate 83571 and any related decree.

9. The former place of use of the transferred water shall no longer receive water as part of these rights.

10. **Preliminary and Final Award of Mitigation Credits:** Final Award of Mitigation Credits may be made upon completion of the project and verification by the Department that the project has been completed as proposed. Issuance of a new instream water right certificate, as described herein, will result in completion of the project and verification by the Department that the project is complete. Therefore, mitigation credits, in the amount of **174.3** credits, as described herein, may be awarded to this mitigation project and assigned to COID and the DRC. Mitigation credits awarded may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the **Middle Deschutes and General Zones of Impact.** Any mitigation credits awarded will be valid beginning the first calendar year that water will be protected instream under the new instream water right resulting from this mitigation project.

11. Mitigation credits are valid until used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

12. The instream certificate created as a result of the approval of this transfer shall be identified as a mitigation credit project. Within each instream certificate, the number of mitigation credits, the zone of impact in which the mitigation credits were generated and may be used, and the volume of water dedicated instream solely for instream benefits shall also be specified.

Dated at Salem, Oregon this 30th day of March, 2009.

William E. Fehrs

for Phillip C. Ward, Director

Mailing Date APR 08 2009

STATE OF OREGON

COUNTY OF DESCHUTES

CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

STATE OF OREGON
WATER RESOURCES DEPARTMENT

confirms the right to use the waters of DESCHUTES RIVER, tributary to COLUMBIA RIVER, for instream use for conservation, maintenance and enhancement of aquatic and fish life, wildlife, fish and wildlife habitat and other ecological values; pollution abatement; and recreation.

This right was confirmed by decree of the Circuit Court of the State of Oregon for Deschutes County. The decree is of record at Salem in the Order Record of the Water Resources Director, in Volume 12, at Page 282 and in Volume 16, at Pages 1 and 390. The date of priority is OCTOBER 31, 1900. The amount of water to which this right is entitled is limited to an amount actually beneficially used, and shall not exceed:

Reach	April 1 through April 30 and October 1 through October 26	May 1 through May 14 and September 15 through September 30	May 15 through September 14
Reach #1	0.818 Cubic Foot per Second (CFS)	1.091 CFS	2.020 CFS
Reach #2	0.152 CFS	0.203 CFS	0.376 CFS
Reach #3	0.100 CFS	0.100 CFS	0.100 CFS

or its equivalent in case of rotation, measured at the point of diversion, from April 1 through October 26.

The description of the stream reaches in which flows are to be maintained is as follows:

Reach #1: From the location of Central Oregon Irrigation District (COID) North Canal diversion authorized previously under Certificate 83571, located approximately at:

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
17 S	12 E	WM	29	SE NE	POD #11 (COID NORTH CANAL): 850 FEET NORTH AND 630 FEET WEST FROM E1/4 CORNER OF SECTION 29

To Lake Billy Chinook (River Mile 120).

Reach #2: From Lake Billy Chinook (River Mile 120) to the Madras Gage (River Mile 100.1).

Reach #3: From the Madras Gage (River Mile 100.1) to the mouth of the Deschutes River (River Mile 0.0).

Within the specified stream reach, the amount of water to which this right is entitled shall not exceed the quantity of water legally available at the original point of diversion. Stream channel losses and gains calculated based on available data and the use of water by senior appropriators will determine the amount of water to which this right is entitled downstream from the original point of diversion within the specified stream reach.

This is a final order in other than a contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080, you may petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

The instream right established by this transfer shall replace a portion of instream water rights established pursuant to ORS 537.341 or 537.346 and shall be in addition to instream water rights established pursuant to ORS 537.348 or 537.470, during the period April 1 through October 26, unless otherwise specified by a subsequent order establishing a new instream water right.

Mitigation Credit Award

Mitigation Project:	MP-113
Mitigation Credits Awarded:	174.3
Zone of Impact:	These mitigation credits may be used to satisfy a mitigation obligation within the Middle Deschutes Zone of Impact and/or General Zone of Impact

Each mitigation credit equals 1.0 AF of mitigation water, as determined by the Department.

The number of mitigation credits awarded is a portion of the total volume transferred instream, being 648.55 AF. The remaining balance of water dedicated to instream use, and not used to satisfy the mitigation obligation of a ground water permit (and subsequent certificate(s)), will benefit instream flows.

The mitigation credits or mitigation water established by this instream water right may be used to satisfy a mitigation obligation of a ground water permit application(s) and/or a ground water permit(s)/ certificate(s) within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules.

Mitigation credits are valid until used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder.

The right to the use of the water for the above purpose is restricted to beneficial use in the place of use described and is subject to all other terms and conditions of Certificate 83571 and contained in said decree.

This certificate is issued to confirm a change in use and place of use approved by an order of the Water Resources Director recorded in Special Order Volume 77, Page 457 approving Transfer T-10544, and supersedes a portion of Certificate 83571, State Record of Water Right Certificates.

WITNESS the signature of the Water Resources Director, affixed MAR 3 0 2009.

William E Fenbert

By Phillip C. Ward, Director

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

December 9, 2008

Zach Tillman
Deschutes River Conservancy
700 NW Hill Street
Bend, Oregon 97701

Leslie Clark
Central Oregon Irrigation District
1055 SW Lake Court
Redmond, OR 97756

SUBJECT: Instream Transfer Application T-10544 / Mitigation Credit Project MP-113

Please find enclosed the Preliminary Determination indicating that, based on the information available, the Department intends to approve application T-10544 and Mitigation Credit Project MP-113. This document is an intermediate step in the approval process; water may not be used legally as proposed in the transfer application until a Final Order has been issued by the Department. Please read this entire letter carefully to determine your responsibility for additional action.

A public notice is being published in the Department's weekly publication simultaneously with issuance of the Preliminary Determination. The notice initiates a 30-day period in which any person may file either a protest opposing the decision proposed by the Department in the Preliminary Determination or a standing statement supporting the Department's decision.

Because of the change in character of use, the applicant is responsible for giving public notice of the transfer changes in a local newspaper having a general circulation in the area of the water right. The notice must be published at least once a week for three consecutive weeks. We have prepared the notice for you (enclosed). The deadline for individuals to file protests or standing statements is 30 days after the date of last publication. Please have the newspaper insert the date of last publication in the proper place. After publication, the Department needs to receive an affidavit specifying the dates the notice was published. Typically, the newspaper will prepare and mail an original *affidavit of publication* to the Department, however you will want to request specifically that they do so. The newspaper can mail the affidavit to me at the address above.

If no protest is filed, the Department will issue a Final Order consistent with the Preliminary Determination. You should receive a copy of the Final Order about 30 days after the close of the protest period.

If a protest is filed, the application may be referred to a contested case proceeding. A contested case provides an opportunity for the proponents and opponents of the decision proposed in the Preliminary Determination to present information and arguments supporting their position in a quasi-judicial proceeding.

Please do not hesitate to contact me at (503) 986-0884 if I may be of assistance.

Sincerely,

Laura Wilke
Field Services Division

cc: District 11 Watermaster—Jeremy Giffin
District 3 Watermaster—Robert Wood

encs

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of Instream Transfer Application T-10544 and Mitigation Credit Project MP-113, Deschutes County	)	PRELIMINARY DETERMINATION PROPOSING APPROVAL OF A CHANGE IN PLACE OF USE AND CHARACTER OF USE, PARTIAL CANCELLATION OF A SUPPLEMENTAL WATER RIGHT, AND PRELIMINARY AWARD OF MITIGATION CREDITS

Authority

ORS 540.505 to 540.580 establishes the process in which a water right holder may submit a request to transfer the point of diversion, place of use, or character of use authorized under an existing water right. OAR Chapter 690, Division 380 implements the statutes and provides the Department's procedures and criteria for evaluating transfer applications. OAR Chapter 690, Division 077 provides additional criteria for evaluating transfers to instream water rights.

ORS 540.510 establishes the process in which the Department may cancel a supplemental water right not included as part of the transfer application.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Pursuant to OAR 690-521-0400 (2), any mitigation credits awarded to a mitigation project are valid until used to fulfill a mitigation obligation of a ground water use in the Deschutes Ground Water Study Area. Valid mitigation credits may be assigned by any person or recognized mitigation bank to any person or other mitigation bank. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

Applicants

CENTRAL OREGON IRRIGATION DISTRICT
1055 SW LAKE COURT
REDMOND, OR 97756

DESCHUTES RIVER CONSERVANCY
700 NW HILL STREET
BEND, OR 97701

Findings of Fact

Background

1. On February 22, 2008, the Central Oregon Irrigation District (COID) and Deschutes River Conservancy (DRC) filed an application to change the place of use and character of use under Certificate 83571 to instream use. The Department assigned the application number T-10544.

2. That portion of the right to be transferred is as follows:

Certificate: 83571 in the name of Central Oregon Irrigation District
Use: Irrigation of 118.99 acres
Priority Date: October 31, 1900 and December 2, 1907
Season of Use: April 1 through October 31, further limited as follows:
April 1 through April 30 & October 1 through October 31 described herein as Season 1
May 1 through May 14 & September 16 through September 30 described herein as Season 2
May 15 through September 15 described herein as Season 3
Maximum Quantity (Rate) that can be applied to an acre:
Season 1: limited to 1/80th cubic foot per second (CFS) per acre
Season 2: limited to 1/60th CFS per acre
Season 3: limited to 1/32.4th CFS per acre
Maximum Duty that can be applied to an acre:
Not to exceed 9.91 acre-feet (AF) per acre per year.
The above listed rates and duty reflect allowance of a 45% transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Those lands not served from the district main canal systems, but by direct pumping from the Deschutes River, are not allowed the 45% transmission loss.

Source: The Deschutes River, tributary to the Columbia River
Authorized Point of Diversion (POD):

Township		Range		Meridian	Sec	¼ ¼		Survey Coordinates
17	S	12	E	W.M.	29	SE	NE	POD #11 (COID NORTH CANAL): 850 FEET NORTH AND 630 FEET WEST FROM THE EAST ¼ CORNER OF SECTION 29

Authorized Places of Use:

Township		Range		Meridian	Sec	¼ ¼		Acres
14	S	13	E	WM	16	SE	SW	0.24
14	S	13	E	WM	34	NE	SE	8.00
15	S	13	E	WM	4	NE	NE	5.00
15	S	13	E	WM	5	SE	NE	4.50
15	S	13	E	WM	5	NW	SW	30.20

Township		Range		Meridian	Sec	¼	¼	Acres
15	S	13	E	WM	5	SW	SE	3.77
15	S	13	E	WM	8	SW	SW	0.90
15	S	13	E	WM	8	SE	SW	19.62
15	S	13	E	WM	8	SW	SE	4.50
15	S	13	E	WM	9	NW	NW	2.00
15	S	13	E	WM	9	NE	SE	2.40
15	S	13	E	WM	10	SW	NW	5.40
15	S	13	E	WM	17	NW	NW	14.70
15	S	13	E	WM	18	SW	SE	4.00
15	S	13	E	WM	20	NW	NW	4.40
15	S	13	E	WM	20	NW	SE	0.18
15	S	13	E	WM	20	SE	SE	0.63
15	S	13	E	WM	21	SW	NW	0.50
15	S	13	E	WM	30	NW	SE	8.05

3. The Department has information that the season of use described in Certificate 83571 contains scrivener errors. Consistent with the Decree for the Deschutes River (Volume 12, Page 282), the irrigation season should be:

   Season of Use: April 1 through October 31, further limited as follows:
   April 1 through April 30 & October 1 through October 31 described herein as Season 1.
   May 1 through May 14 & September 15 through September 30 described herein as Season 2.
   May 15 through September 14 described herein as Season 3

4. Certificate 83571 is a deficient water right. If water were diverted simultaneously to all authorized lands and uses described in the right at the maximum rates and duty allowed (described in Finding of Fact #2), the total rate and duty for the water right would be exceeded. In the event water were diverted simultaneously to all authorized lands and uses described in the right at the maximum rates and duty allowed at the POD (described in Finding of Fact #2), the portion of the right involved in this transfer would be limited as described in the tables below. These rates and duty are also the quantities by which Certificate 83571 shall be reduced, if this transfer is approved.

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	1.484 CFS	1.978 CFS	2.616 CFS	1,176.27 AF
December 2, 1907			1.048 CFS	

5. A total of 648.55 AF of water, excluding transmission losses, may be beneficially used annually for primary irrigation under the portion of existing Certificate 83571 proposed for transfer.

6. Supplemental right, Certificate 76714, is appurtenant to the same lands from which the primary right under Certificate 83571 is proposed to be transferred to instream use. The applicant has requested that the affected portion of Certificate 76714 be cancelled upon issuance of the Final Order approving T-10544.

7. The applicants are not the owners of the lands to which the water right described in Finding of Fact #2 is appurtenant. However, water right conveyance agreements have been completed and interest in the water rights has been conveyed to COID from each landowner described in the table below. The portion of this right to be transferred was appurtenant to lands owned by the identified land landowners at the time interest in the water right was conveyed through a Quit Claim, a water right conveyance agreement.

Landowner	Water Right Interest Holder	T	R	Sec	¼ ¼	Current Tax Lot
J. Pat and Carolyn Horton, Jayne I. Heyne, and Tyler Fitzsimons	COID	15S	13E	5	NW SW	901
Arrowood Development, LLC	COID	15S	13E	30	NW SE	600
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1302
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1304
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1306
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1307
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1308
Elk Horn Development, LLC	COID	15S	13E	8	SE SW	100
Elk Horn Development, LLC	COID	15S	13E	8	SE SW	200
George A. and Jennifer Arthur	COID	15S	13E	20	NW NW	201
Pat C. Dean, Trustee, or successor in trust, under The Pat C. Dean Revocable Living Trust, dated March 15, 2005	COID	15S	13E	10	SW NW	500
Gene W. and Judy R. Hoskin, Grant and Julie Hoskin, and Shannon and Tara Townsend	COID	14S	13E	34	NE SE	2008
Havnip Investment, LLC	COID	15S	13E	8	SW SE	2200
Duane and Kristeen M. Whipple	COID	15S	13E	5	SW SE	1103
Prescott S. and Brook L. Rice	COID	15S	13E	9	NW NW	205
Hayden H. Watson	COID	15S	13E	4	NE NE	600
Lorraine Hendricks	COID	15S	13E	18	SW SE	2802
Lorraine Hendricks	COID	15S	13E	18	SW SE	2809
Alterra Investments LLC	COID	15S	13E	8	SE SW	1100
A & M Ventures, LLC	COID	15S	13E	9	NE SE	800
Michael R. and Brenda L. Chilcott	COID	15S	13E	20	NW SE	4900
Samuel E. Blackwell, Jr.	COID	15S	13E	21	SW NW	200
Samuel E. Blackwell, Jr.	COID	15S	13E	21	SW NW	300
The DRT Living Trust, UTD August 31, 2005, David L. and Rose M. Noah, Trustees	COID	14S	13E	16	SE SW	1101
Richard A. and Judith L. Scorza	COID	15S	13E	30	NW SE	701
Charles and Dana Garner	COID	15S	13E	8	SW SW	802
WASABI WASABI, LLC	COID	15S	13E	5	SE NE	302
Suzanna F. Clarke	COID	15S	13E	20	SE SE	300

8. Application T-10544 proposes to change the character of use to instream use for conservation, maintenance and enhancement of aquatic and fish life, wildlife, fish and wildlife habitat and other ecological values; pollution abatement; and recreation.

9. Application T-10544 also proposes to use 96.85 acres of irrigation use proposed for instream transfer (described in Finding of Fact #2) for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area, and to use the remaining 22.14 acres of irrigation use for instream restoration purposes.

10. Application T-10544 proposes to change the place of use of the right to create the following instream reaches:

    Reach 1 (restoration and mitigation flows): From COID North Canal POD #11 (described in Finding of Fact #2) to Lake Billy Chinook (River Mile (RM) 120).

    Reach 2 (restoration flows only): From Lake Billy Chinook (RM 120) to the mouth of the Deschutes River (RM 0).

11. The applicant proposes that water be protected instream during the period April 1 through October 26. Season 3 would end on October 26.

12. The applicant proposes the quantities of water to be transferred and protected instream be as follows:

Reach 1: POD #11 to Lake Billy Chinook (RM 120)

Certificate	Priority Date	Rate Instream	Volume Instream
83571	October 31, 1900	Season 1: 0.818 CFS Season 2: 1.091 CFS Season 3: 2.020 CFS	648.55 AF

Reach 2: Lake Billy Chinook (RM 120) to Mouth (RM 0)

Certificate	Priority Date	Rate Instream	Volume Instream
83571	October 31, 1900	Season 1: 0.10 CFS Season 2: 0.10 CFS Season 3: 0.10 CFS	39.85 AF

13. There are existing instream water rights within the same reach as that proposed for the new instream water right. There is a pending instream water right application, filed by the Oregon Department of Fish and Wildlife (ODFW) pursuant to ORS 537.341 to establish an instream water right from POD #11 to Lake Billy Chinook, which if approved will have a priority date of September 19, 1990. Below Lake Billy Chinook, there are two other instream water rights, Certificates 73188 and 73237, with priority dates of October 2, 1989 and January 16, 1996, respectively. These instream water rights were established pursuant to ORS 537.341, the state agency instream water right application process, and are located from the Pelton Regulation Dam on the Deschutes River to the mouth. The remaining

instream water rights were established under ORS 537.348, the instream transfer process, and ORS 537.470, the allocation of conserved water process.

14. The applicant proposes that any instream water right established as a result of this instream transfer to be additive to existing instream water rights for the same reach established pursuant to ORS 537.348 (instream transfer process) and ORS 537.470 (allocation of conserved water process). The applicant also proposes that any instream water right established as a result of this instream transfer replace a portion of any existing instream rights established pursuant to ORS 537.346 (minimum streamflow conversion) and ORS 537.341 (state agency instream application process), with an earlier priority date.

15. The applicant has requested to protect water instream under the October 31, 1900, priority date. Water is diverted at the point of diversion during Season 3 under both the 1900 and 1907 priority dates. The quantity of water diverted under the 1907 priority date during Season 3 makes up a balance of water allowed by the decree for transmission losses. Transmission losses account for 45% of the water diverted at the point of diversion and are not transferable to instream use. The quantities of water proposed by the applicant to be transferred instream, as described in Finding of Fact #12, do not include the 45% transmission loss. The Department finds that water may be protected instream solely under the 1900 priority date.

16. The applicant has provided notification of the proposed action to the Cities of Bend and Maupin; Deschutes, Jefferson, and Wasco Counties; and the Confederated Tribes of the Warms Springs Reservation. Additionally, the Department provided notification of the proposed action to these local governments upon receipt of Transfer Application T-10544.

17. Notice of the application for transfer was published on March 11, 2008, pursuant to ORS 540.520 and OAR 690-380-4000. No comments were filed in response to the notice.

18. On August 6, 2008, the Department mailed a copy of the draft Preliminary Determination proposing to approve Transfer Application T-10544 to the applicants. The cover letter for the draft Preliminary Determination set forth a deadline of September 4, 2008, for the applicants to respond and provide additional information necessary to complete and clarify the application. Information requested by the Department was received on August 26, 2008. Additional information requested by the Department was also received on November 19, 2008, and December 3, 2008. On November 3, 2008, the applicants concurred with the draft Preliminary Determination and requested that the Department proceed with issuance of a Preliminary Determination.

Instream Transfer Review Criteria (OAR 690-77-0075 and 690-380-4010

19. Water has been used within the last five years according to the terms and conditions of the rights or the water right has been leased instream within the last five years, and there is no information in the record that would demonstrate that the rights are subject to forfeiture under ORS 540.610.

20. A diversion structure and ditch sufficient to use the full amount of water allowed under the existing right were present within the five-year period prior to submittal of Application T-10544 for a portion of the right proposed for transfer. A delivery system does not appear to have been in place within the five-year period prior to submission of the transfer application for other portions of the water right proposed for transfer. However, those portions appear to have been leased instream within the last five years under IL-807 in 2007 or IL-765 in 2006.

21. At the full rates and duty allowed by the water right to be transferred instream, water may be protected instream for a period of 209 days, which appears to be consistent with the period requested by the applicant (April 1 through October 26).

22. The proposed instream use requires modification to take into account return flows. The quantities requested to be protected instream in Reach #2, as described in Finding of Fact #12, account for return flows. A portion of the water diverted at the POD returns to the Deschutes River within the proposed reach and is available to downstream water right holders. Return flows from the existing use are back in the river system once river flows reach the Madras Gage. To prevent injury to downstream water right holders or enlargement, the quantity of water that may be protected instream requires modification and return flows should be accounted for at the Madras Gage. The original Reach #2 proposed by the applicant accounted for return flows higher on the system than needed.

23. The applicants have also requested to protect water instream for mitigation purposes only down to Lake Billy Chinook and restoration flows down to the mouth of the Deschutes River. The reaches proposed by the applicants require further modification to take into account where water is to be protected and the location of return flows described in Finding of Fact #22.

24. Based on Findings of Fact #21 through #23, on December 3, 2008, the applicants agreed to modify the quantities to be transferred and protected instream as follows:

Reach 1 (Mitigation and Restoration flows): COID North Canal POD #11 (as described in Finding of Fact #2) to Lake Billy Chinook (RM 120)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.818 CFS	648.55 AF
		Season 2	1.091 CFS	
		Season 3	2.020 CFS	

Reach 2 (Restoration flows only): Lake Billy Chinook (RM 120) to Madras Gage

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.152 CFS	120.67 AF
		Season 2	0.203 CFS	
		Season 3	0.376 CFS	

Reach 3 (Restoration flows only): Madras Gage to Mouth (RM 0)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	April 1 – October 26	0.1 CFS	39.85 AF

25. The proposed change, as modified, would not result in enlargement of the right.

26. The proposed change, as modified, would not result in injury to other water rights.

27. The amount and timing of the proposed instream flow, as modified, are allowable within the limits and use of the original water right.

28. The protection of flows within the proposed reach is appropriate, considering:

    (a) The instream water right begins at the recorded point of diversion;

    (b) The location of confluences with other streams downstream of the point of diversion;

    (c) There are no known areas of natural loss of streamflow to the river bed downstream from the point of diversion; and

    (d) Any return flows resulting from the exercise of the existing water right would re-enter the river within the proposed reach and have been accounted for in Reach #3.

29. Within the proposed reach, the Deschutes River is a designated State Scenic Waterway. The protection of flows necessary to maintain the free flowing character of the Deschutes River for fish and wildlife habitat, and recreation is a matter of statutory policy. Within the reach proposed by the applicant, there are several existing instream water rights, which include the

use of water for fish habitat, aquatic life, recreation, aesthetics, and pollution abatement. There is also a pending instream water right application filed by ODFW for anadromous and resident fish rearing. In addition to flows for the designated Scenic Waterway and the pending instream water right application, which are at times not met during the requested period for instream protection, this segment of the Deschutes River is also on the Oregon Department of Environmental Quality's (DEQ) 303d list of water quality limited streams for temperature and pH above Lake Billy Chinook and for nutrients, sedimentation and temperature below Lake Billy Chinook at the lower end of the river.

30. By adding to other water rights leased or transferred instream at the same location, or created through the conserved water statutes, the instream right will provide protection for additional streamflows necessary for conservation, maintenance and enhancement of aquatic and fish life, fish and wildlife habitat and other ecological values; recreation; and pollution abatement.

31. By replacing a portion of instream rights created at the request of state agencies or under the minimum streamflow conversion process, the instream right will provide protection for streamflows previously identified as necessary for conservation, maintenance and enhancement of aquatic and fish life, fish and wildlife habitat and other ecological values; recreation; and pollution abatement under earlier priority dates.

32. During the period April 1 through October 26 any instream water right established by this transfer application may replace a portion of instream water rights established pursuant to ORS 537.341 or 537.346 and be in addition to instream water rights established pursuant to ORS 537.348 or 537.470 unless otherwise specified by an order approving a new instream water right under these statutes.

33. The total monthly quantities of water to be protected under the proposed instream right, in addition to the existing instream water rights, within the proposed reach will provide for a beneficial purpose and do not exceed the estimated average natural flow.

Partial Cancellation of a Water Right

34. There is an existing supplemental right, Certificate 76714, appurtenant to the portion of lands on which Certificate 83571 is proposed for transfer to instream use. The applicant has not submitted an affidavit certifying that the affected portions under Certificate 76714 have been abandoned. The applicant has requested that affected portions of the supplemental water rights under Certificate 76714 be cancelled upon issuance of the Final Order approving T-10544. The portion of Certificate 76714 to be cancelled has been quit claimed to COID.

35. Supplemental water rights (layered water rights) must be included in a transfer application or cancelled.

36. Consistent with OAR 690-380-2250, the Department provided notice (as part of the draft Preliminary Determination identified in Finding of Fact #18) to the applicant of the Department's intent to cancel the portions of the supplemental water right described below

unless within 30 days of the date of notification, the applicant modified the application to include the supplemental right or withdrew the application. No response was received to the notice.

37. That portion of the supplemental water right to be cancelled is as follows:

Certificate: 76714 in the name of Central Oregon Irrigation District
Use: Supplemental Irrigation of 118.99 acres
Priority Date: February 28, 1913
Source: Crane Prairie Reservoir, constructed under permit R-1687, tributary to the Deschutes River

Authorized PODs:

Township		Range		Meridian	Sec	¼ ¼		Survey Coordinates
21	S	8	E	W.M.	17	NE	NE	CRANE PRAIRIE RESERVOIR DAM
17	S	12	E	W.M.	29	SE	NE	POD #11 (COID NORTH CANAL): 850 FEET NORTH AND 630 FEET EAST FROM THE NORTH ¼ CORNER OF SECTION 29

Authorized Places of Use:

Township		Range		Meridian	Sec	¼ ¼		Acres
14	S	13	E	WM	16	SE	SW	0.24
14	S	13	E	WM	34	NE	SE	8.00
15	S	13	E	WM	4	NE	NE	5.00
15	S	13	E	WM	5	SE	NE	4.50
15	S	13	E	WM	5	NW	SW	30.20
15	S	13	E	WM	5	SW	SE	3.77
15	S	13	E	WM	8	SW	SW	0.90
15	S	13	E	WM	8	SE	SW	19.62
15	S	13	E	WM	8	SW	SE	4.50
15	S	13	E	WM	9	NW	NW	2.00
15	S	13	E	WM	9	NE	SE	2.40
15	S	13	E	WM	10	SW	NW	5.40
15	S	13	E	WM	17	NW	NW	14.70
15	S	13	E	WM	18	SW	SE	4.00
15	S	13	E	WM	20	NW	NW	4.40
15	S	13	E	WM	20	NW	SE	0.18
15	S	13	E	WM	20	SE	SE	0.63
15	S	13	E	WM	21	SW	NW	0.50
15	S	13	E	WM	30	NW	SE	8.05

38.

39. The Department has information that POD #11 (COID North Canal) described in Certificates 83571 and 76714 is the same diversion point. The location coordinates described in Certificate 76714 contain errors. The location coordinates should be:

Township		Range		Meridian	Sec	¼ ¼	Survey Coordinates
17	S	12	E	W.M.	29	SE NE	POD # 11 (COID NORTH CANAL): 850 FEET NORTH & 630 FEET WEST FROM THE EAST ¼ CORNER OF SECTION 29

Preliminary Award of Deschutes Basin Mitigation Credits

40. COID and the DRC (the Applicant) have requested that a portion of this instream transfer application be used to establish mitigation credits in the Deschutes Ground Water Study Area. The Applicant has requested that any mitigation credits generated from this project be assigned to COID and the DRC.

41. The Department assigned this mitigation credit project number MP-113.

42. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6) on March 11, 2008. No comments were received in response to this notice.

43. The Department consulted with representatives from ODFW, DEQ, Oregon Parks and Recreation Department (OPRD), Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2) on March 7, 2008. Comments were received from OPRD. OPRD identified that this instream transfer will enhance aesthetics and add water needed for fishery resources.

44. No modifications were made to the proposed instream use based upon comments received.

45. The proposed transfer of 96.85 acres of irrigation use to instream use for mitigation purposes will provide 174.3 acre-feet of mitigation water. Therefore, 174.3 mitigation credits (1.0 mitigation credit = 1.0 AF of mitigation water) may be awarded to this mitigation credit project and assigned to COID and the DRC. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the Middle Deschutes and/or General Zones of Impact.

46. A total of 527.88 AF is proposed to be transferred to instream use for mitigation purposes and 174.3 AF of that, as identified above, may be used for mitigation purposes. The amount of water transferred instream and not used for mitigation purposes will benefit instream flow.

47. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of a certificate(s) for the proposed instream water right shall result in completion of the project and verification that the project is complete. Mitigation credits may become valid the first calendar year that water is protected instream as a result of this transfer.

48. Mitigation credits awarded to this mitigation credit project will be valid beginning the first calendar year that water will be protected instream under any new instream water right created as a result of this instream transfer application.

Determination and Proposed Action

The changes in character of use and place of use to instream use proposed in application T-10544 appear to be consistent with the requirements of ORS 540.505 to 540.580, ORS 537.348, OAR 690-380-5000, and OAR 690-077-0075 and the abandoned portion of the right should be cancelled. If protests are not filed pursuant to OAR 690-380-4030, the application will be approved and the abandoned portion of the right will be cancelled.

This mitigation project appears to result in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

If application T-10544 is approved, the final order will include the following:

1. *The changes in character of use and place of use to instream use proposed in application T-10544 are approved. The portion of the right that has been abandoned is cancelled.*

2. *Water Right Certificate 83571 is modified. A new certificate confirming the instream water right shall be issued. The Department shall issue a new water right certificate to supersede Certificate 83571 on a determination that it is necessary to produce a certificate to confirm that portion of the right not involved in this transfer. Approval of this transfer shall reduce the amount of water lawfully available under the remaining portion of Certificate 83571 by the following:*

Priority Date	*Season 1*	*Season 2*	*Season 3*	*Duty*
October 31, 1900	*1.484 CFS*	*1.978 CFS*	*2.616 CFS*	*1,176.27 AF*
December 2, 1907			*1.048 CFS*	

3. *The portion of Certificate 76714 that has been abandoned is cancelled. Water right certificate 76714 is modified. The Department shall issue a new water right certificate on a determination that it is necessary to produce a certificate to confirm that portion of the water right not affected by the cancellation described in Finding of Fact #35. Modification of this supplemental water right shall reduce by 118.99 acres the number of acres to which stored water may be applied for supplemental irrigation under the right.*

4. *The instream water right shall provide for the protection of streamflows for conservation, maintenance and enhancement of aquatic and fish life, wildlife, fish and wildlife habitat and other ecological values; pollution abatement; and recreation in the Deschutes River as follows:*

Reach 1 (Mitigation and Restoration flows): COID North Canal POD #11 (as described in Finding of Fact #2) to Lake Billy Chinook (RM 120)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.818 CFS	648.55 AF
		Season 2	1.091 CFS	
		Season 3	2.020 CFS	

Reach 2 (Restoration flows only): Lake Billy Chinook (RM 120) to Madras Gage

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.152 CFS	120.67 AF
		Season 2	0.203 CFS	
		Season 3	0.376 CFS	

Reach 3 (Restoration flows only): Madras Gage to Mouth (RM 0)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	April 1 – October 26	0.1 CFS	39.85 AF

5. *Water rights upstream of the original point of diversion shall not be subject to regulation for flows in excess of the quantities to which this instream water right is entitled at the original point of diversion.*

6. *Within the specified stream reach, the amount of water to which this right is entitled shall not exceed the quantity of water legally available at the original point of diversion.*

7. *The instream right established by this transfer shall replace a portion of instream water rights established pursuant to ORS 537.341 or 537.346 and be in addition to instream water rights established pursuant to ORS 537.348 or 537.470 unless otherwise specified by an order approving a new instream water right under these statutes.*

8. *The right to the use of the water is restricted to beneficial use at the place of use described, and is subject to other conditions and limitations as may be germane to instream rights, that are contained in Certificate 83571 and any related decree.*

9. *The former place of use of the transferred water shall no longer receive water as part of these rights.*

10. ***Preliminary Award of Mitigation Credits:*** *Final Award of Mitigation Credits may be made upon completion of the project and verification by the Department that the project has been*

*completed as proposed. Issuance of a new instream water right certificate, as described herein, will result in completion of the project and verification by the Department that the project is complete. If completed as proposed, mitigation credits, in the amount of **174.3** credits, as described herein, may be awarded to this mitigation project and assigned to COID and the DRC. Mitigation credits awarded may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the **Middle Deschutes and General Zones of Impact**. Any mitigation credits awarded will be valid beginning the first calendar year that water will be protected instream under the new instream water right resulting from this mitigation project.*

11. *Mitigation credits are valid until used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.*

12. *The instream certificate created as a result of the approval of this transfer shall be identified as a mitigation credit project. Within each instream certificate, the number of mitigation credits, the zone of impact in which the mitigation credits were generated and may be used, and the volume of water dedicated instream solely for instream benefits shall also be specified.*

Dated at Salem, Oregon this 9th day of December, 2008.

for Phillip C. Ward, Director

This Preliminary Determination was prepared by a Reimbursement Authority contractor. If you have questions about the information in this document, you may reach Laura Wilke at 503-986-0884 or Laura.K.Wilke@wrd.state.or.us.

Protests should be addressed to the attention of Field Services Division, Water Resources Department, 725 Summer St. NE, Salem, OR 97301-1266.

Notice of Preliminary Determination for
Water Right Transfer T-10544 (Mitigation Credit Project MP-113)

T-10544 filed by Central Oregon Irrigation District and the Deschutes River Conservancy (700 NW Hill St., Bend, OR 97701), proposes changes in place of use and character of use under Certificate 83571. The right allows the use of up to 3.664 cfs (priority dates October 31, 1900 and December 2, 1907) from a diversion (COID North Canal) in Sec. 29, T17S, R12E, W.M. (Deschutes River Basin) for irrigation in Sections 16 and 34 in T14S, R13E, W.M., and Sections 4, 5, 8, 9, 10, 17, 18, 20, 21, and 30 in T15S, R13E, W.M. The applicant proposes to change the place of use and character of use to instream use in the Deschutes River (from COID North Canal to the mouth of the Deschutes River), at a maximum rate of 2.02 cfs, and to establish mitigation credits in the Deschutes Groundwater Study Area. The applicant also proposed a cancellation of a portion of supplemental rights under Certificate 76714. The Water Resources Department has concluded that the proposed transfer appears to be consistent with the requirements of ORS Chapter 540 and OAR 690-380-5000. The Department has also concluded that the proposed transfer appears to result in mitigation credits pursuant to OAR 690-521-0300 & OAR 690-521-0400.

Any person may file, jointly or severally, with the Department a protest or standing statement within 30 days after the date of final publication of notice in the Department's weekly notice or of this newspaper notice, whichever is later. A protest form and additional information on filing protests may be obtained by calling (503) 986-0881. The last date of newspaper publication is [DATE OF LAST PUBLICATION]. If no protests are filed, the Department will issue a final order consistent with the preliminary determination.

Oregon
Theodore R. Kulongoski, Governor

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

August 6, 2008

Deschutes River Conservancy
Attn: Zachary Tillman
700 NW Hill Street
Bend, OR 97701

Central Oregon Irrigation District
Attn: Steve Johnson
1055 SW Lake Court
Redmond, OR 97756

SUBJECT: Instream Transfer Application T-10544 and Mitigation Credit Project MP-113

Enclosed find a draft of our Preliminary Determination regarding instream transfer application T-10544 and mitigation credit project MP-113. The document reflects the Department's conclusion that, based on the information currently available, the transfer will be approved. This draft is intended to provide you with an opportunity to comment on our findings and conclusions should you wish to do so. Please review the draft carefully to evaluate whether the document is consistent with your intent in seeking the transfer, and whether you agree with the proposed action.

In addition, the following information or application materials are needed to complete the review of the transfer application:

- For the portion of the water right proposed for transfer that has been been conveyed from the original landowners, the effective date for the report of title and lien information (ROLI) must be within 3 months of the recorded date of the quitclaim deed. The information provided with the transfer application for several of the properties does not meet this requirement. Specifically, this applies to the water rights quitclaimed by Arrowood Development, LLC (T15S, R13E, Section 17, NW NW, Tax Lots 1302, 1304, 1306, 1307, and 1308, and T15S, R13E, Section 30, NW SE, Tax Lot 600); Michael and Brenda Chilcott (T15S, R13E, Section 20, NW SE, Tax Lot 4900); and Suzanna Clarke T15S, R13E, Section 20, SE SE, Tax Lot 300). **Please provide new ROLI reports for these properties which provide ownership and lien information at the time the water right was originally quit claimed.**

- The ownership records provided in the transfer application for Duane and Kristeen M. Whipple did not include a ROLI. **Please provide a ROLI report for this property which provides ownership and lien information at the time the water right was originally quit claimed.**

- The title and lien reports for several of the properties involved in the transfer identified trust deeds attached to the lands. Some of the trust deeds reviewed included specific language that conveys interest in any water rights appurtenant to the properties to the trustee. This applies to the water rights quitclaimed by Gene Hoskin, et al. (T14S, R13E, Section 34, NE SE, Tax Lot 2008) (AmeriTitle, trustee) and WASABI WASABI, LLC (T15S, R13E, Section 5, SE NE, Tax Lot 302) (Western Title and Escrow, trustee). A review of records available on line from Deschutes County indicates that these trust deeds have not yet been fully satisfied at the time the water right was conveyed from the landowners. Therefore, authorization for the transfer will be needed from the trustees in order to demonstrate that the property owners had the authority to convey the water rights to COID when the quit claim deeds were executed. **Please provide letters from the trustees that give their authorization for the water right transfer.**

- Exhibit A of the transfer application, along with the quitclaim deed and ownership records for Prescott and Brook Rice (T15S, R13E, Section 10, NW NW, Tax Lot 205), indicate that the water rights proposed for instream transfer from this location cover only Tax Lot 205. However, the application map for this property appears to also cover Tax Lot 201. **Please provide clarification and, if necessary, a revised application map showing the correct location of the "From" lands.**

- The legal description that accompanies the quitclaim deed for Michael and Brenda Chilcott (T15S, R13E, Section 20, NW SE, Tax Lot 4900) is not consistent with the legal descriptions provided with the title and lien report and other ownership documents. It appears that the correct legal description should include the following language: "Excepting the Westerly 140.00 feet thereof." **Please provide clarification and, if necessary, a revised quit claim deed with the correct legal description for the property.**

- The legal description that accompanies both the quitclaim deed and title and lien report for the DRT Living Trust, David and Rose Noah, Trustees (T14S, R13E, Section 16, SE SW, Tax Lot 1101) is not consistent with the legal descriptions provided with the other ownership documents provided with the application or with a survey map for the Hillman subdivision obtained from Deschutes County. It appears that the property is located in Block 55 of Hillman, not Block 2 as indicated on the quit claim deed and title and lien report. **Please provide clarification and, if necessary, a revised quit claim deed and title and lien report with the correct legal description for the property.**

- The legal description that accompanies both the quitclaim deed and ROLI report for WASABI WASABI, LLC (T15S, R13E, Section 5, SE NE, Tax Lot 302) is not consistent with the legal description provided with the warranty deed which conveyed the land from Charles and Janis Volz to WASABI WASABI, LLC. **Please provide clarification and, if necessary, a revised quit claim deed and ROLI report with the correct legal description for the property.**

- In some cases, the total acres of water rights shown on the application maps (i.e., acres of remaining rights plus rights proposed for transfer) do not agree with the acres listed in Certificate 83571 for the same quarter quarter sections. We have reviewed actions (i.e., transfers, cancellations, etc.) that have affected Certificate 83571 since it was issued and have accounted for some of these discrepancies. However, discrepancies remain for the following quarter quarter sections: T15S, R13E, Section 8, SW SW (22.90 acres on map versus 26.47 acres listed in the certificate); T15S, R13E, Section 8, SE SW (23.80 acres on map versus 25.43 acres listed in the certificate and 0.7 acres cancelled under Special Order 73-894); T15S, R13E, Section 9, NW NW (15.22 acres on map versus 10.45 acres listed in the certificate and 2.33 acres transferred under T-10259); and T15S, R13E, Section 17, NW NW (14.7 acres on map versus 32.70 acres listed in the certificate). **Please provide clarification and, if necessary, revised application maps to resolve these discrepancies.**

- The application does not specify which one of the co-applicants is to receive the assigned mitigation credits. **Please provide a statement indicating to which party, the DRC or COID or both, the mitigation credits are to be assigned.**

Because of the change in character of use, the applicant is responsible for publishing notice of the transfer in a local newspaper having a general circulation in the area of the water right. The notice must be published at least once a week for three consecutive weeks. We will provide a copy of the required notice to you upon issuance of the Preliminary Determination.

Based upon the Department's evaluation of the application, a few modifications have been made that require approval from the applicant before the transfer may proceed favorably. Specifically, please

review Findings of Fact #20 through #23. Modifications were made from the original proposal to prevent injury and enlargement. Your explicit approval of this modification and concurrence with the draft Preliminary Determination is necessary before the transfer can be approved.

Issuance of the Preliminary Determination will occur shortly after we receive both your written response and the report of ownership and lien information. If we do not receive your response and the report by **September 4, 2008**, a Preliminary Determination may be issued denying the application as incomplete.

Please do not hesitate to contact me at 503-986-0884 or Laura.K.Snedaker@wrd.state.or.us if you have questions or if I may be of assistance.

Sincerely,

Laura K. Snedaker
Field Services Division

cc: Jeremy Giffin, District 11 Watermaster
Robert Wood, District 3 Watermaster

enc

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of Instream Transfer Application T-10544 and Mitigation Credit Project MP-113, Deschutes County	)	D R A F T PRELIMINARY DETERMINATION PROPOSING APPROVAL OF A CHANGE IN PLACE OF USE AND CHARACTER OF USE, PARTIAL CANCELLATION OF A SUPPLEMENTAL WATER RIGHT, AND PRELIMINARY AWARD OF MITIGATION CREDITS

Authority

ORS 540.505 to 540.580 establishes the process in which a water right holder may submit a request to transfer the point of diversion, place of use, or character of use authorized under an existing water right. OAR Chapter 690, Division 380 implements the statutes and provides the Department's procedures and criteria for evaluating transfer applications. OAR Chapter 690, Division 077 provides additional criteria for evaluating transfers to instream water rights.

ORS 540.510 establishes the process in which the Department may cancel a supplemental water right not included as part of the transfer application.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

Pursuant to OAR 690-521-0400 (2), any mitigation credits awarded to a mitigation project are valid until used to fulfill a mitigation obligation of a ground water use in the Deschutes Ground Water Study Area. Valid mitigation credits may be assigned by any person or recognized mitigation bank to any person or other mitigation bank. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

Applicants

CENTRAL OREGON IRRIGATION DISTRICT
1055 SW LAKE COURT
REDMOND, OR 97756

DESCHUTES RIVER CONSERVANCY
700 NW HILL STREET
BEND, OR 97701

Findings of Fact

Background

1. On February 22, 2008, the Central Oregon Irrigation District (COID) and Deschutes River Conservancy (DRC) filed an application to change the place of use and character of use under Certificate 83571 to instream use. The Department assigned the application number T-10544.

2. That portion of the right to be transferred is as follows:

Certificate: 83571 in the name of Central Oregon Irrigation District
Use: Irrigation of 118.99 acres
Priority Date: October 31, 1900 and December 2, 1907
Season of Use: April 1 through October 31, further limited as follows:
April 1 through April 30 & October 1 through October 31 described herein as Season 1
May 1 through May 14 & September 16 through September 30 described herein as Season 2
May 15 through September 15 described herein as Season 3

Maximum Quantity (Rate) that can be applied to an acre:
Season 1: limited to 1/80th cubic foot per second (CFS) per acre
Season 2: limited to 1/60th CFS per acre
Season 3: limited to 1/32.4th CFS per acre

Maximum Duty that can be applied to an acre:
Not to exceed 9.91 acre-feet (AF) per acre per year.

The above listed rates and duty reflect allowance of a 45% transmission loss as determined by decree of the Circuit Court of Deschutes County, dated March 24, 1933. Those lands not served from the district main canal systems, but by direct pumping from the Deschutes River, are not allowed the 45% transmission loss.

Source: The Deschutes River, tributary to the Columbia River

Authorized Point of Diversion (POD):

Township		Range		Meridian	Sec	¼ ¼		Survey Coordinates
17	S	12	E	W.M.	29	SE	NE	POD #11 (COID NORTH CANAL): 850 FEET NORTH AND 630 FEET WEST FROM THE EAST ¼ CORNER OF SECTION 29

Authorized Places of Use:

Township		Range		Meridian	Sec	¼ ¼		Acres
14	S	13	E	WM	16	SE	SW	0.24
14	S	13	E	WM	34	NE	SE	8.00
15	S	13	E	WM	4	NE	NE	5.00
15	S	13	E	WM	5	SE	NE	4.50
15	S	13	E	WM	5	NW	SW	30.20

Township		Range		Meridian	Sec	¼ ¼		Acres
15	S	13	E	WM	5	SW	SE	3.77
15	S	13	E	WM	8	SW	SW	0.90
15	S	13	E	WM	8	SE	SW	19.62
15	S	13	E	WM	8	SW	SE	4.50
15	S	13	E	WM	9	NW	NW	2.00
15	S	13	E	WM	9	NE	SE	2.40
15	S	13	E	WM	10	SW	NW	5.40
15	S	13	E	WM	17	NW	NW	14.70
15	S	13	E	WM	18	SW	SE	4.00
15	S	13	E	WM	20	NW	NW	4.40
15	S	13	E	WM	20	NW	SE	0.18
15	S	13	E	WM	20	SE	SE	0.63
15	S	13	E	WM	21	SW	NW	0.50
15	S	13	E	WM	30	NW	SE	8.05

3. Certificate 83571 is a deficient water right. If water were diverted simultaneously to all authorized lands and uses described in the right at the maximum rates and duty allowed (described in Finding of Fact #2), the total rate and duty for the water right would be exceeded. In the event water were diverted simultaneously to all authorized lands and uses described in the right at the maximum rates and duty allowed at the POD (described in Finding of Fact #2), the portion of the right involved in this transfer would be limited as described in the tables below. These rates and duty are also the quantities by which Certificate 83571 shall be reduced, if this transfer is approved.

Priority Date	Season 1	Season 2	Season 3	Duty
October 31, 1900	1.484 CFS	1.978 CFS	2.616 CFS	1,176.27 AF
December 2, 1907			1.048 CFS	

4. A total of 648.55 AF of water, excluding transmission losses, may be beneficially used annually for primary irrigation under the portion of existing Certificate 83571 proposed for transfer.

5. Supplemental right, Certificate 76714, is appurtenant to the same lands from which the primary right under Certificate 83571 is proposed to be transferred to instream use. The applicant has requested that the affected portion of Certificate 76714 be cancelled upon issuance of the Final Order approving T-10544.

6. The applicants are not the owners of the lands to which the water right described in Finding of Fact #2 is appurtenant. However, water right conveyance agreements have been completed and interest in the water rights has been conveyed to COID from each landowner described in the table below. The portion of this right to be transferred was appurtenant to lands owned by the identified land landowners at the time interest in the water right was conveyed through a Quit Claim, a water right conveyance agreement.

Landowner	Water Right Interest Holder	T	R	Sec	¼ ¼	Current Tax Lot
J. Pat and Carolyn Horton, Jayne I. Heyne, and Tyler Fitzsimons	COID	15S	13E	5	NW SW	901
Arrowood Development, LLC	COID	15S	13E	30	NW SE	600
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1302
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1304
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1306
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1307
Arrowood Development, LLC	COID	15S	13E	17	NW NW	1308
Elk Horn Development, LLC	COID	15S	13E	8	SE SW	100
Elk Horn Development, LLC	COID	15S	13E	8	SE SW	200
George A. and Jennifer Arthur	COID	15S	13E	20	NW NW	201
Pat C. Dean, Trustee, or successor in trust, under The Pat C. Dean Revocable Living Trust, dated March 15, 2005	COID	15S	13E	10	SW NW	500
Gene W. and Judy R. Hoskin, Grant and Julie Hoskin, and Shannon and Tara Townsend	COID	14S	13E	34	NE SE	2008
Havnip Investment, LLC	COID	15S	13E	8	SW SE	2200
Duane and Kristeen M. Whipple	COID	15S	13E	5	SW SE	1103
Prescott S. and Brook L. Rice	COID	15S	13E	9	NW NW	205
Hayden H. Watson	COID	15S	13E	4	NE NE	600
Lorraine Hendricks	COID	15S	13E	18	SW SE	2802
Lorraine Hendricks	COID	15S	13E	18	SW SE	2809
Alterra Investments LLC	COID	15S	13E	8	SE SW	1100
A & M Ventures, LLC	COID	15S	13E	9	NE SE	800
Michael R. and Brenda L. Chilcott	COID	15S	13E	20	NW SE	4900
Samuel E. Blackwell, Jr.	COID	15S	13E	21	SW NW	200
Samuel E. Blackwell, Jr.	COID	15S	13E	21	SW NW	300
The DRT Living Trust, UTD August 31, 2005, David L. and Rose M. Noah, Trustees	COID	14S	13E	16	SE SW	1101
Richard A. and Judith L. Scorza	COID	15S	13E	30	NW SE	701
Charles and Dana Garner	COID	15S	13E	8	SW SW	802
WASABI WASABI, LLC	COID	15S	13E	5	SE NE	302
Suzanna F. Clarke	COID	15S	13E	20	SE SE	300

7. Application T-10544 proposes to change the character of use to instream use for conservation, maintenance and enhancement of aquatic and fish life, wildlife, fish and wildlife habitat and other ecological values; pollution abatement; and recreation.

8. Application T-10544 also proposes to use 96.85 acres of irrigation use proposed for instream transfer (described in Finding of Fact #2) for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area, and to use the remaining 22.14 acres of irrigation use for restoration purposes.

9. Application T-10544 proposes to change the place of use of the right to create the following instream reaches:

   Reach 1 (restoration and mitigation flows): From COID North Canal POD #11 (described in Finding of Fact #2) to Lake Billy Chinook (River Mile (RM) 120).

   Reach 2 (restoration flows only): From Lake Billy Chinook (RM 120) to the mouth of the Deschutes River (RM 0).

10. The applicant proposes that water be protected instream during the period April 1 through October 26. Season 3 would end on October 26.

11. The applicant proposes the quantities of water to be transferred and protected instream be as follows:

Reach 1: POD #11 to Lake Billy Chinook (RM 120)

Certificate	Priority Date	Rate Instream	Volume Instream
83571	October 31, 1900	Season 1: 0.818 CFS Season 2: 1.091 CFS Season 3: 2.020 CFS	648.55 AF

Reach 2: Lake Billy Chinook (RM 120) to Mouth (RM 0)

Certificate	Priority Date	Rate Instream	Volume Instream
83571	October 31, 1900	Season 1: 0.10 CFS Season 2: 0.10 CFS Season 3: 0.10 CFS	39.85 AF

12. There are existing instream water rights within the same reach as that proposed for the new instream water right. There is a pending instream water right application, filed by the Oregon Department of Fish and Wildlife (ODFW) pursuant to ORS 537.341 to establish an instream water right from POD #11 to Lake Billy Chinook, which if approved will have a priority date of September 19, 1990. Below Lake Billy Chinook, there are two other instream water rights, Certificates 73188 and 73237, with priority dates of October 2, 1989 and January 16, 1996, respectively. These instream water rights were established pursuant to ORS 537.341, the state agency instream water right application process, and are located from the Pelton Regulation Dam on the Deschutes River to the mouth. The remaining instream water rights were established under ORS 537.348, the instream transfer process, and ORS 537.470, the allocation of conserved water process.

13. The applicant proposes that any instream water right established as a result of this instream transfer to be additive to existing instream water rights for the same reach established pursuant to ORS 537.348 (instream transfer process) and ORS 537.470 (allocation of conserved water process). The applicant also proposes that any instream water right

established as a result of this instream transfer replace a portion of any existing instream rights established pursuant to ORS 537.346 (minimum streamflow conversion) and ORS 537.341 (state agency instream application process), with an earlier priority date.

14. The applicant has requested to protect water instream under the October 31, 1900, priority date. Water is diverted at the point of diversion during Season 3 under both the 1900 and 1907 priority dates. The quantity of water diverted under the 1907 priority date during Season 3 makes up a balance of water allowed by the decree for transmission losses. Transmission losses account for 45% of the water diverted at the point of diversion and are not transferable to instream use. The quantities of water proposed by the applicant to be transferred instream, as described in Finding of Fact #11, do not include the 45% transmission loss. The Department finds that water may be protected instream solely under the 1900 priority date.

15. The applicant has provided notification of the proposed action to the Cities of Bend and Maupin; Deschutes, Jefferson, and Wasco Counties; and the Confederated Tribes of the Warms Springs Reservation. Additionally, the Department provided notification of the proposed action to these local governments upon receipt of Transfer Application T-10544.

16. Notice of the application for transfer was published on March 11, 2008, pursuant to ORS 540.520 and OAR 690-380-4000. No comments were filed in response to the notice.

17. On August 6, 2008, the Department mailed a copy of the draft Preliminary Determination proposing to approve Transfer Application T-10544 to the applicants. The cover letter for the draft Preliminary Determination set forth a deadline of September 4, 2008, for the applicants to respond and provide additional information necessary to complete and clarify the application. The additional information requested by the Department was received on _____, 2008. On _____, 2008, the applicants concurred with the draft Preliminary Determination and requested that the Department proceed with issuance of a Preliminary Determination.

Instream Transfer Review Criteria (OAR 690-77-0075 and 690-380-4010

18. Water has been used within the last five years according to the terms and conditions of the rights, and there is no information in the record that would demonstrate that the rights are subject to forfeiture under ORS 540.610.

19. A diversion structure and ditch sufficient to use the full amount of water allowed under the existing right were present within the five-year period prior to submittal of Application T-10544.

20. The period during which water is requested to be protected instream requires modification to prevent injury and enlargement. At the full rates and duty allowed by the water right to be transferred instream, water may be protected instream for a period of 209 days, which appears to be consistent with the period requested by the applicant (April 1 through October 26).

21. The proposed instream use requires modification to take into account return flows. The quantities requested to be protected instream in Reach #2, as described in Finding of Fact #11, account for return flows. A portion of the water diverted at the POD returns to the Deschutes River within the proposed reach and is available to downstream water right holders. Return flows from the existing use are back in the river system once river flows reach the Madras Gage. To prevent injury to downstream water right holders or enlargement, the quantity of water that may be protected instream requires modification and return flows should be accounted for at the Madras Gage. The original Reach #2 proposed by the applicant accounted for return flows higher on the system than needed.

22. The applicants have also requested to protect water instream for mitigation purposes only down to Lake Billy Chinook and restoration flows down to the mouth of the Deschutes River. The reaches proposed by the applicants require further modification to take into account where water is to be protected and the location of return flows described in Finding of Fact #21.

23. Based on Findings of Fact #21 and #22, on _____, 2008, the applicants agreed to modify the quantities to be transferred and protected instream as follows:

Reach 1 (Mitigation and Restoration flows): COID North Canal POD #11 (as described in Finding of Fact #2) to Lake Billy Chinook (RM 120)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.818 CFS	648.55 AF
		Season 2	1.091 CFS	
		Season 3	2.020 CFS	

Reach 2 (Restoration flows only): Lake Billy Chinook (RM 120) to Madras Gage

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	Season 1 (modified to end October 26)	0.152 CFS	120.67 AF
		Season 2	0.203 CFS	
		Season 3	0.376 CFS	

Reach 3 (Restoration flows only): Madras Gage to Mouth (RM 0)

Certificate	Priority Date	Instream Period	Instream Rate	Instream volume
83571	October 31, 1900	April 1 – October 26	0.1 CFS	39.85 AF

24. The proposed change, as modified, would not result in enlargement of the right.

25. The proposed change, as modified, would not result in injury to other water rights.

26. The amount and timing of the proposed instream flow, as modified, are allowable within the limits and use of the original water right.

27. The protection of flows within the proposed reach is appropriate, considering:

(a) The instream water right begins at the recorded point of diversion;

(b) The location of confluences with other streams downstream of the point of diversion;

(c) There are no known areas of natural loss of streamflow to the river bed downstream from the point of diversion; and

(d) Any return flows resulting from the exercise of the existing water right would re-enter the river within the proposed reach and have been accounted for in Reach #3.

28. Within the proposed reach, the Deschutes River is a designated State Scenic Waterway. The protection of flows necessary to maintain the free flowing character of the Deschutes River for fish and wildlife habitat, and recreation is a matter of statutory policy. Within the reach proposed by the applicant, there are several existing instream water rights, which include the use of water for fish habitat, aquatic life, recreation, aesthetics, and pollution abatement. There is also a pending instream water right application filed by ODFW for anadromous and resident fish rearing. In addition to flows for the designated Scenic Waterway and the pending instream water right application, which are at times not met during the requested period for instream protection, this segment of the Deschutes River is also on the Oregon Department of Environmental Quality's (DEQ) 303d list of water quality limited streams for temperature and pH above Lake Billy Chinook and for nutrients, sedimentation and temperature below Lake Billy Chinook at the lower end of the river.

29. By adding to other water rights leased or transferred instream at the same location, or created through the conserved water statutes, the instream right will provide protection for additional streamflows necessary for conservation, maintenance and enhancement of aquatic and fish life, fish and wildlife habitat and other ecological values; recreation; and pollution abatement.

30. By replacing a portion of instream rights created at the request of state agencies or under the minimum streamflow conversion process, the instream right will provide protection for streamflows previously identified as necessary for conservation, maintenance and enhancement of aquatic and fish life, fish and wildlife habitat and other ecological values; recreation; and pollution abatement under earlier priority dates.

31. During the period April 1 through October 26 any instream water right established by this transfer application may replace a portion of instream water rights established pursuant to ORS 537.341 or 537.346 and be in addition to instream water rights established pursuant to ORS 537.348 or 537.470 unless otherwise specified by an order approving a new instream water right under these statutes.

32. The total monthly quantities of water to be protected under the proposed instream right, in addition to the existing instream water rights, within the proposed reach will provide for a beneficial purpose and do not exceed the estimated average natural flow.

Partial Cancellation of a Water Right

33. There is an existing supplemental right, Certificate 76714, appurtenant to the portion of lands on which Certificate 83571 is proposed for transfer to instream use. The applicant has not submitted an affidavit certifying that the affected portions under Certificate 76714 have been abandoned. The applicant has requested that affected portions of the supplemental water rights under Certificate 76714 be cancelled upon issuance of the Final Order approving T-10544. The portion of Certificate 76714 to be cancelled has been quit claimed to COID.

34. Consistent with OAR 690-380-2250, the Department is providing notice to the applicant of the Department's intent to cancel the portions of the supplemental water right described below unless within 30 days of the date of notification, the applicant modifies the application to include the supplemental right or requests that the application be withdrawn.

35. That portion of the supplemental water right to be cancelled is as follows:
Certificate: 76714 in the name of Central Oregon Irrigation District
Use: Supplemental Irrigation of 118.99 acres
Priority Date: February 28, 1913
Source: Crane Prairie Reservoir, constructed under permit R-1687, tributary to the Deschutes River

Authorized PODs:

Township		Range		Meridian	Sec	¼	¼	Survey Coordinates
21	S	8	E	W.M.	17	NE	NE	CRANE PRAIRIE RESERVOIR DAM
17	S	12	E	W.M.	29	SE	NE	POD #11 (COID NORTH CANAL): 850 FEET NORTH AND 630 FEET EAST FROM THE NORTH ¼ CORNER OF SECTION 29

Authorized Places of Use:

Township		Range		Meridian	Sec	¼	¼	Acres	Tax Lot
14	S	13	E	WM	16	SE	SW	0.24	1101
14	S	13	E	WM	34	NE	SE	8.00	2008
15	S	13	E	WM	4	NE	NE	5.00	600
15	S	13	E	WM	5	SE	NE	4.50	302
15	S	13	E	WM	5	NW	SW	30.20	901
15	S	13	E	WM	5	SW	SE	3.77	1103
15	S	13	E	WM	8	SW	SW	0.90	802
15	S	13	E	WM	8	SE	SW	19.62	1100 – 3.0 ac 100 – 7.12 ac 200 – 9.5 ac
15	S	13	E	WM	8	SW	SE	4.50	2200
15	S	13	E	WM	9	NW	NW	2.00	205
15	S	13	E	WM	9	NE	SE	2.40	800

Township		Range		Meridian	Sec	¼ ¼		Acres	Tax Lot
15	S	13	E	WM	10	SW	NW	5.40	500
15	S	13	E	WM	17	NW	NW	14.70	1302 – 6.7 ac 1304 – 2.0 ac 1306 – 1.0 ac 1307 – 4.0 ac 1308 – 1.0 ac
15	S	13	E	WM	18	SW	SE	4.00	2802 – 3.74 ac 2809 – 0.26 ac
15	S	13	E	WM	20	NW	NW	4.40	201
15	S	13	E	WM	20	NW	SE	0.18	4900
15	S	13	E	WM	20	SE	SE	0.63	300
15	S	13	E	WM	21	SW	NW	0.50	200 – 0.25 ac 300 – 0.25 ac
15	S	13	E	WM	30	NW	SE	8.05	600 – 7.55 ac 701 – 0.5 ac

36. The Department has information that POD #11 (COID North Canal) described in Certificates 83571 and 76714 is the same diversion point. The location coordinates described in Certificate 76714 contain errors. The location coordinates should be:

Township		Range		Meridian	Sec	¼ ¼		Survey Coordinates
17	S	12	E	W.M.	29	SE	NE	POD # 11 (COID NORTH CANAL): 850 FEET NORTH & 630 FEET WEST FROM THE EAST ¼ CORNER OF SECTION 29

Preliminary Award of Deschutes Basin Mitigation Credits

37. COID and the DRC (the Applicant) have requested that a portion of this instream transfer application be used to establish mitigation credits in the Deschutes Ground Water Study Area. The Applicant has requested that any mitigation credits generated from this project be assigned to COID and the DRC.

38. The Department assigned this mitigation credit project number MP-113.

39. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6) on March 11, 2008. No comments were received in response to this notice.

40. The Department consulted with representatives from ODFW, DEQ, Oregon Parks and Recreation Department (OPRD), Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2) on March 7, 2008. Comments were received from OPRD. OPRD identified that this instream transfer will enhance aesthetics and add water needed for fishery resources.

41. No modifications were made to the proposed instream use based upon comments received.

42. The proposed transfer of 96.85 acres of irrigation use to instream use for mitigation purposes will provide 174.3 acre-feet of mitigation water. Therefore, 174.3 mitigation credits (1.0 mitigation credit = 1.0 AF of mitigation water) may be awarded to this mitigation credit project and assigned to COID and the DRC. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the Middle Deschutes and/or General Zones of Impact.

43. A total of 527.88 AF is proposed to be transferred to instream use for mitigation purposes and 174.3 AF of that, as identified above, may be used for mitigation purposes. The amount of water transferred instream and not used for mitigation purposes will benefit instream flow.

44. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of a certificate(s) for the proposed instream water right shall result in completion of the project and verification that the project is complete. Mitigation credits may become valid the first calendar year that water is protected instream as a result of this transfer.

45. Mitigation credits awarded to this mitigation credit project will be valid beginning the first calendar year that water will be protected instream under any new instream water right created as a result of this instream transfer application.

Determination and Proposed Action

The changes in character of use and place of use to instream use proposed in application T-10544 appear to be consistent with the requirements of ORS 540.505 to 540.580, ORS 537.348, OAR 690-380-5000, and OAR 690-077-0075 and the abandoned portion of the right should be cancelled. If protests are not filed pursuant to OAR 690-380-4030, the application will be approved and the abandoned portion of the right will be cancelled.

This mitigation project appears to result in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

If application T-10544 is approved, the final order will include the following:

1. *The changes in character of use and place of use to instream use proposed in application T-10544 are approved. The portion of the right that has been abandoned is cancelled.*

2. *Water Right Certificate 83571 is modified. A new certificate confirming the instream water right shall be issued. The Department shall issue a new water right certificate to supersede Certificate 83571 on a determination that it is necessary to produce a certificate to confirm that portion of the right not involved in this transfer. Approval of this transfer shall reduce*

the amount of water lawfully available under the remaining portion of Certificate 83571 by the following:

Priority Date	*Season 1*	*Season 2*	*Season 3*	*Duty*
October 31, 1900	*1.484 CFS*	*1.978 CFS*	*2.616 CFS*	*1,176.27 AF*
December 2, 1907			*1.048 CFS*	

3. *The portion of Certificate 76714 that has been abandoned is cancelled. Water right certificate 76714 is modified. The Department shall issue a new water right certificate on a determination that it is necessary to produce a certificate to confirm that portion of the water right not affected by the cancellation described in Finding of Fact #35. Modification of this supplemental water right shall reduce by 118.99 acres the number of acres to which stored water may be applied for supplemental irrigation under the right.*

4. *The instream water right shall provide for the protection of streamflows for conservation, maintenance and enhancement of aquatic and fish life, wildlife, fish and wildlife habitat and other ecological values; pollution abatement; and recreation in the Deschutes River as follows:*

Reach 1 (Mitigation and Restoration flows): COID North Canal POD #11 (as described in Finding of Fact #2) to Lake Billy Chinook (RM 120)

Certificate	*Priority Date*	*Instream Period*	*Instream Rate*	*Instream volume*
83571	*October 31, 1900*	*Season 1 (modified to end October 26)*	*0.818 CFS*	*648.55 AF*
		Season 2	*1.091 CFS*	
		Season 3	*2.020 CFS*	

Reach 2 (Restoration flows only): Lake Billy Chinook (RM 120) to Madras Gage

Certificate	*Priority Date*	*Instream Period*	*Instream Rate*	*Instream volume*
83571	*October 31, 1900*	*Season 1 (modified to end October 26)*	*0.152 CFS*	*120.67 AF*
		Season 2	*0.203 CFS*	
		Season 3	*0.376 CFS*	

Reach 3 (Restoration flows only): Madras Gage to Mouth (RM 0)

Certificate	*Priority Date*	*Instream Period*	*Instream Rate*	*Instream volume*
83571	*October 31, 1900*	*April 1 – October 26*	*0.1 CFS*	*39.85 AF*

5. *Water rights upstream of the original point of diversion shall not be subject to regulation for flows in excess of the quantities to which this instream water right is entitled at the original point of diversion.*

6. *Within the specified stream reach, the amount of water to which this right is entitled shall not exceed the quantity of water legally available at the original point of diversion.*

7. *The instream right established by this transfer shall replace a portion of instream water rights established pursuant to ORS 537.341 or 537.346 and be in addition to instream water rights established pursuant to ORS 537.348 or 537.470 unless otherwise specified by an order approving a new instream water right under these statutes.*

8. *The right to the use of the water is restricted to beneficial use at the place of use described, and is subject to other conditions and limitations as may be germane to instream rights, that are contained in Certificate 83571 and any related decree.*

9. *The former place of use of the transferred water shall no longer receive water as part of these rights.*

10. ***Preliminary Award of Mitigation Credits:*** *Final Award of Mitigation Credits may be made upon completion of the project and verification by the Department that the project has been completed as proposed. Issuance of a new instream water right certificate, as described herein, will result in completion of the project and verification by the Department that the project is complete. If completed as proposed, mitigation credits, in the amount of **174.3** credits, as described herein, may be awarded to this mitigation project and assigned to COID and the DRC. Mitigation credits awarded may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the **Middle Deschutes and General Zones of Impact**. The awarded mitigation credits are valid beginning the first calendar year that water will be protected instream under the new instream water right.*

11. *Mitigation credits are valid until used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.*

12. *The instream certificate created as a result of the approval of this transfer shall be identified as a mitigation credit project. Within each instream certificate, the number of mitigation credits, the zone of impact in which the mitigation credits were generated and may be used, and the volume of water dedicated instream solely for instream benefits shall also be specified.*

Dated at Salem, Oregon this _____ day of _____, 2008.

D R A F T

_____

Phillip C. Ward, Director

This Draft Preliminary Determination was prepared by a Reimbursement Authority contractor. If you have questions about the information in this document, you may reach Laura Snedaker at 503-986-0884 or Laura.K.Snedaker@wrd.state.or.us.

Establishment of Mitigation Credits in the Deschutes Basin

ORS 537.746 authorizes the Department to award mitigation credits in the Deschutes Basin to approved mitigation projects. Mitigation credits may be used in the Deschutes Basin, specifically the Deschutes Ground Water Study Area, to mitigate for the impacts of ground water use on surface water flows. Pursuant to OAR Chapter 690, Division 521, upon receipt of notification of a mitigation project, the Department shall give public notice of the intent to establish mitigation credits.

The public is invited to comment on establishment of mitigation credits for the project(s) described below. Comments must be received within 21 days of the date of this public notice. Comments should address the award of mitigation credits to the proposed project and its use for mitigation purposes. Included in this public notice is a preliminary determination as to the amount of mitigation credits that may be available from the proposed project.

Deschutes County

Mitigation Project #: MP-113

Project Applicant:	Deschutes River Conservancy (DRC) and Central Oregon Irrigation District (COID)	
Mitigation Project And Process:	Instream Transfer Application T-10544 for Certificate 83571 (Also see Transfer Section of the March 11, 2008 public notice for application details)	
Subbasin/Source:	Middle Deschutes River Subbasin – Deschutes River, tributary to the Columbia River	
Amount of Water:	Proposed Instream:	up to 1.644 CFS (mitigation portion) Maximum Seasonal Volume – 527.88 AF
Current Use:	Irrigation of 96.85 acres	
Credits Assigned to:	DRC and COID	
Preliminary Mitigation Credit Determination:	174.3 Mitigation Credits May be available for use in the Middle Deschutes and General Zones of Impact	
Contact:	Laura Snedaker, Phone: (503) 986-0884	

Laura Snedaker

From: Laura Snedaker
Sent: Tuesday, March 04, 2008 2:09 PM
To: Jonnine Skaug
Subject: Mitigation Credit Project Public Notice for 3/11/2008
Attachments: mitigation project public notice for 3-11-08.doc

Jonnine:

The following mitigation projects are ready for public notice on March 11, 2008:

MP-113 (Instream Transfer T-10544)

The text for the public notice is attached as a word document. Please give me a call if you have any questions.

Thanks!
Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

Laura Snedaker

From: Jan Houck [Jan.Houck@state.or.us]
Sent: Friday, March 14, 2008 3:49 PM
To: Laura Snedaker
Subject: Re: Deschutes Mitigation Project Review Request for MP-113(Instream Transfer T-10544)

Attachments: MP-113 (T-10544).doc



MP-113
T-10544).doc (66 KE

Hi Laura,

See attached.

>>> "Laura Snedaker" <snedaklk@wrd.state.or.us> 11:56 AM Friday, March
>>> 07, 2008 >>>
Greetings Everyone:

This is a request for evaluation of a mitigation credit project, MP-113.
The Department is seeking your input on how best to protect water instream (shaping), including considering the instream needs of where water is proposed to be protected instream (in this case on the Deschutes River, tributary to the Columbia River) in order to make the most effective use of the project and the mitigation water.

Attached to this e-mail is a summary of the proposed project and agency evaluation form (and a summary of existing instream water rights). A copy of the project application can be found by opening the application materials file folder at:

http://www1.wrd.state.or.us/files/Publications/Deschutes%20Mitigation/mitigation_projects/MP-113-Credit_Project_(T-10544)/

There is one file in this directory, being the application. There is another folder in this file containing individual ownership information, if needed.

The water right to be transferred can be found by typing in the certificate number on the Department's web page at:

http://apps.wrd.state.or.us/apps/wr/wrinfo/wrinfo.php

Please let me know if you have any questions or trouble accessing any of the documents. The deadline for comments is March 28, 2008.

As always, thanks for your time and input on these projects.

DESCHUTES GROUND WATER MITIGATION CREDIT PROJECT REVIEW SHEET

The Oregon Water Resources Department is requesting an evaluation of the mitigation credit project described below pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2)

Project Summary (the following is to be filled out by WRD):

Date: March 7, 2008 21 Day Deadline Date: March 28, 2007 Mitigation Credit Project ID #: **MP-113**

Project Applicant's Name: Driver River Conservancy and Central Oregon ID

Type of Mitigation Project: Instream Transfer Project ID #(ie transfer applic): T-10544
Project Duration: permanent

Potential Mitigation Credits that may be awarded to the project: 174.3 (1 mitigation credit = 1 AF)
Description of how mitigation credits were determined: In this case, the number of mitigation credits that may be generated by an instream lease are based upon the consumptive use of the originating water right or water rights. For this instream lease, the number of mitigation credits were determined by multiplying the number of irrigated acres to be leased instream by the irrigation consumptive use factor of 1.8 acre-feet of consumptive use for each acre of irrigation. (96.85 acres * 1.8 AF/acre = 88.1 AF of consumptive use). No issues have been identified, at this point in the process, which would cause the Department to reduce the amount of mitigation credits generated.

If the project were awarded mitigation credits, the credits could be used to mitigate a ground water use(s) in the following zone(s) of impact:

- ☒ General Zone of Impact
- ☒ Middle Deschutes River Zone of Impact
- ☐ Crooked River Zone of Impact
- ☐ Squaw Creek Zone of Impact
- ☐ Metolius River Zone of Impact
- ☐ Upper Deschutes River Zone of Impact
- ☐ Little Deschutes River Zone of Impact

Water Right to be transferred instream:
Certificate 83571 (new cert)
Water Source: Deschutes River Use: Primary Irrigation Acres: 118.19 ac of irrigation from POD #11
(96.85 ac from POD #11 for mitigation only)

Irrigation Season: April 1 through October 31, further defined as:
Season 1 (April 1 to May 1 & October 1 to November 1) (61 days)
Season 2 (May 1 to May 15 & September 15 to October 1) (30 days)
Season 3 (May 15 to September 15) (123 days)

Priority Dates: October 31, 1900 & December 2, 1907

Restoration Portion - Rate/Duty: This right has three rates within the irrigation season:

By Priority Date	Season 1	Season 2	Season 3	Duty
From POD #11 (22.14 ac)				
October 31, 1900	0.276 CFS	0.368 CFS	0.487 CFS	
December 2, 1907			0.195 CFS	
Totals	0.276 CFS	0.368 CFS	0.682 CFS	218.86 AF

Mitigation Portion - Rate/Duty: This right has three rates within the irrigation season:

By Priority Date	Season 1	Season 2	Season 3	Duty
From POD #11 (96.85 ac)				
October 31, 1900	1.208 CFS	1.610 CFS	2.129 CFS	
December 2, 1907			0.853 CFS	
Totals	1.208 CFS	1.610 CFS	2.982 CFS	957.40 AF

Instream use to be created by the project:
Reach #1: From CO North Canal (POD #11 – SE NE, Section 29, T17S, R12E, W.M.; 850 FT N & 630 FT W from E ¼ Corner of Sec 29) to Lake Billy Chinook (restoration and mitigation portions) and then from Lake Billy Chinook to mouth of the Deschutes (restoration portion only)

Requested Instream Protection Purpose: Fish and wildlife habitat enhancement, pollution abatement and recreation and scenic attraction.

From POD #11 - restoration: Rate/Volume/Period Instream:

Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
10/31/1900	Season 1: 0.152 Season 2: 0.203 Season 3: 0.376	120.67	April 1 – Oct. 31 (requested)

From POD #11 - mitigation: Rate/Volume/Period Instream:

Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
10/31/1900	Season 1: 0.666 Season 2: 0.888 Season 3: 1.644	527.88	April 1 – Oct. 31 (requested)

From below Lake Billy Chinook
Restoration

Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
10/31/1900	0.1	39.85	April 1 – Oct. 31 (requested)

Note: The amount of water that may be transferred/leased instream accounts for a 45% transmission loss that may not be transferred/leased and protected instream. Also the portion of water protected instream below Lake Billy Chinook has been adjusted to account for return flows.

Water may be protected instream for a period of 209 days at the rate and volume requested. The applicant has requested to protect water during the period April 1 through October 31, a 214 day period.

Identify any issues that would limit when water could be protected instream during the irrigation season: The proposed period will be limited to protect water instream over a 209 day period, possibly being April 1 through October 26.

Frequency that new use will likely be met within described reach: The instream use should be met 100% of the time.

Other Instream Water Rights within the same Reach:
Note: This section provides background information on existing instream flow protections already in place and is provided to help agencies make recommendations for shaping of the above described mitigation project.

Identify any instream Water Rights within the same reach as requested by the applicant: See attached table.

WRD Project Contact: Laura Snedaker, Field Services Division
Phone: (503)-986-0884 / Fax: (503)-986-00903 / e-mail Laura.K.Snedaker@wrd.state.or.us

Mitigation Project (MP-113 (T-10544)) Review Section:

The following is to be completed by the WRD Watermaster, DEQ, ODFW, Parks, Agriculture and DSL:

1. Will the proposed mitigation project provide a resource benefit within the above identified zone(s) of impact? Yes (yes or no)

   Please explain and if the project will provide a resource benefit, please identify the specific resource that will benefit:
   The addition of instream flow will potentially benefit the aquatic resources thus potentially improving the fishery, a recreation activity higly sought after in this arid region.

2. How can the proposed mitigation project be conditioned to enhance resource benefits and to make the most effective use of the mitigation project and mitigation water pursuant to OAR 690-521-0300 (7)? (i.e. time period water should be protected instream)

   Please describe: The OPRD would concur with the ODFW recommendations if they are different than the applicant's request. Otherwise, we support the request for this instream transfer.

3. Other comments on the above referenced mitigation project: None.

Agency Representative: Jan Houck Date: March 14, 2008

Agency: Oregon Parks and Recreation Department

Laura Snedaker

From: PUSTIS Nancy [Nancy.Pustis@state.or.us]
Sent: Friday, March 07, 2008 12:52 PM
To: Laura Snedaker
Subject: RE: Deschutes Mitigation Project Review Request for MP-113 (Instream Transfer T-10544)

DSL has no comment.

From: Laura Snedaker [mailto:snedaklk@wrd.state.or.us]
Sent: Friday, March 07, 2008 11:56 AM
To: KEPLER Rick J; LAMB Bonnie; WRIGHT Dave; MEASELES Paul A; JOHNSON James W; PUSTIS Nancy; HOUCK Jan; NIGG Eric; Jeremy Giffin; STUART Amy M; HODGSON Brett L
Subject: Deschutes Mitigation Project Review Request for MP-113 (Instream Transfer T-10544)

Greetings Everyone:

This is a request for evaluation of a mitigation credit project, MP-113. The Department is seeking your input on how best to protect water instream (shaping), including considering the instream needs of where water is proposed to be protected instream (in this case on the Deschutes River, tributary to the Columbia River) in order to make the most effective use of the project and the mitigation water.

Attached to this e-mail is a summary of the proposed project and agency evaluation form (and a summary of existing instream water rights). A copy of the project application can be found by opening the application materials file folder at:

http://www1.wrd.state.or.us/files/Publications/Deschutes%20Mitigation/mitigation_projects/MP-113-Credit_Project_(T-10544)/

There is one file in this directory, being the application. There is another folder in this file containing individual ownership information, if needed.

The water right to be transferred can be found by typing in the certificate number on the Department's web page at:

http://apps.wrd.state.or.us/apps/wr/wrinfo/wrinfo.php

Please let me know if you have any questions or trouble accessing any of the documents. The deadline for comments is March 28, 2008.

As always, thanks for your time and input on these projects.

Laura Snedaker

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

Deschutes River from Wickiup Reservoir to Lake Billy Ch

State Agency Established Instream Water Right or minimum flow conversion

Instream Water Right Established via transfer or allocation of conserved water

12/27/2007

MP = mitigation project CW = Conserved Water

AP = Applicant's portion of conserved water (temporarily leased instream)

MF = Minimum Flow Conversion T = Instream Transfer

Note: State Agency ISWR is still a pending application and does not presently protect any water instream

ISWR	Priority Date	Project ID	Source	Rate (CFS) for Period Instream												
				Jan 1 - March 31	April 1 - April 14	April 15 - April 30	May 1 - May 14	May 15 - May 22	May 23 - May 31	June 1 - June 30	July 1 - July 31	Aug 1 - Aug 31	Sept 1 - Sept 14	Sept 15 - Sept 30	Oct 1 - Oct 15	Oct 16 - Oct 31	Nov 1 - Dec 31
Wickiup Reservoir to the confluence with Little Deschutes R.																	
CW-24	2/28/1913	CW-24 (AP)	Wickiup Res		0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	
CW-24	2/28/1913	CW-24	Wickiup Res	0.760	0.760											0.760	0.760
59776	11/3/1983	MF-199	Deschutes R	300.000	300.000	300.000	300.000	300.000	300.000	300.000	300.000	300.000	300.000	300.000	300.000	300.000	300.000
Totals for ACW and Transfers				**0.760**	**0.955**	**0.195**	**0.195**	**0.195**	**0.195**	**0.195**	**0.195**	**0.195**	**0.195**	**0.195**	**0.195**	**0.955**	**0.760**
Totals for Min Streamflow				**300.000**	**300.000**	**300.000**	**300.000**	**300.000**	**300.000**	**300.000**	**300.000**	**300.000**	**300.000**	**300.000**	**300.000**	**300.000**	**300.000**
Totals for State Agency ISWR				**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**
Total Instream				**300.000**	**300.000**	**300.000**	**300.000**	**300.000**	**300.000**	**300.000**	**300.000**	**300.000**	**300.000**	**300.000**	**300.000**	**300.000**	**300.000**
Mouth of Little Deschutes R. to mouth of Spring R.																	
83652	1900	T-9835/MP-29	Little Deschutes						0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	
CW-24	2/28/1913	CW-24 (AP)	Wickiup Res		0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	
CW-24	2/28/1913	CW-24	Wickiup Res	0.760	0.760											0.760	0.760
59777	11/3/1983	MF-198	Deschutes R	400.000	400.000	400.000	400.000	400.000	400.000	400.000	400.000	400.000	400.000	400.000	400.000	400.000	400.000
Totals for ACW and Transfers				**0.760**	**0.955**	**0.195**	**0.195**	**0.195**	**0.295**	**0.295**	**0.295**	**0.295**	**0.295**	**0.295**	**0.295**	**1.055**	**0.760**
Totals for Min Streamflow				**400.000**	**400.000**	**400.000**	**400.000**	**400.000**	**400.000**	**400.000**	**400.000**	**400.000**	**400.000**	**400.000**	**400.000**	**400.000**	**400.000**
Totals for State Agency ISWR				**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**
Total Instream				**400.000**	**400.000**	**400.000**	**400.000**	**400.000**	**400.000**	**400.000**	**400.000**	**400.000**	**400.000**	**400.000**	**400.000**	**400.000**	**400.000**
Mouth of Spring R. to CO Canal (T18S, R11E, Sec 13)																	
83652	1900	T-9835/MP-29	Little Deschutes						0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	
CW-24	2/28/1913	CW-24 (AP)	Wickiup Res		0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	
CW-24	2/28/1913	CW-24	Wickiup Res	0.760	0.760											0.760	0.760
59778	11/3/1983	MF-197	Deschutes R	660.000	660.000	660.000	660.000	660.000	660.000	660.000	660.000	660.000	660.000	660.000	660.000	660.000	660.000
Totals for ACW and Transfers				**0.760**	**0.955**	**0.195**	**0.195**	**0.195**	**0.295**	**0.295**	**0.295**	**0.295**	**0.295**	**0.295**	**0.295**	**1.055**	**0.760**
Totals for Min Streamflow				**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**
Totals for State Agency ISWR				**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**
Total Instream				**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**
CO Canal (T18S, R11E, Sec 13) to POD (18S, R12E, Sec 6)																	
83652	1900	T-9835/MP-29	Little Deschutes						0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	
81324	10/31/1900	T-9824/MP-27	Deschutes R		0.146	0.146	0.195	0.258	0.258	0.258	0.258	0.258	0.258	0.195	0.146	0.146	
	12/2/1907							0.405	0.405	0.405	0.405	0.405	0.405				
81612	10/31/1900	CW-29	Deschutes R		1.250	1.250	1.670	2.200	2.200	2.200	2.200	2.200	2.200	1.670	1.250	1.250	
	12/2/1907							0.890	0.890	0.890	0.890	0.890	0.890				
82635	10/31/1900	T-10058/MP-57	Deschutes R		0.050	0.050	0.060	0.120	0.120	0.120	0.120	0.120	0.120	0.060	0.050	0.050	
83523	10/31/1900	T-10299	Deschutes R		0.041	0.041	0.055	0.102	0.102	0.102	0.102	0.102	0.102	0.055	0.041	0.041	
CW-24	2/28/1913	CW-24 (AP)	Wickiup Res		0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	
CW-24	2/28/1913	CW-24	Wickiup Res	0.760	0.760											0.760	0.760
59778	11/3/1983	MF-197	Deschutes R	660.000	660.000	660.000	660.000	660.000	660.000	660.000	660.000	660.000	660.000	660.000	660.000	660.000	660.000
Totals for ACW and Transfers				**0.760**	**2.442**	**1.682**	**2.175**	**4.170**	**4.270**	**4.270**	**4.270**	**4.270**	**4.270**	**2.275**	**1.782**	**2.542**	**0.760**
Totals for Min Streamflow				**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**
Totals for State Agency ISWR				**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**
Total Instream				**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**
POD (18S, R12E, Sec 6) to North Canal Dam (T17S, R12E, Sec 29)																	
83652	1900	T-9835/MP-29	Little Deschutes						0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	
81324	10/31/1900	T-9824/MP-27	Deschutes R		0.146	0.146	0.195	0.258	0.258	0.258	0.258	0.258	0.258	0.195	0.146	0.146	
	12/2/1907							0.405	0.405	0.405	0.405	0.405	0.405				
81612	10/31/1900	CW-29	Deschutes R		1.250	1.250	1.670	2.200	2.200	2.200	2.200	2.200	2.200	1.670	1.250	1.250	

ISWR	Priority Date	Project ID	Source	Rate (CFS) for Period Instream													
				Jan 1 - March 31	April 1 - April 14	April 15 - April 30	May 1 - May 14	May 15 - May 22	May 23 - May 31	June 1 - June 30	July 1 - July 31	Aug 1 - Aug 31	Sept 1 - Sept 14	Sept 15 - Sept 30	Oct 1 - Oct 15	Oct 16 - Oct 31	Nov 1 - Dec 31
	12/2/1907							0.890	0.890	0.890	0.890	0.890	0.890				
82635	10/31/1900	T-10058/MP-57	Deschutes R		0.050	0.050	0.060	0.120	0.120	0.120	0.120	0.120	0.120	0.060	0.050	0.050	
83523	10/31/1900	T-10299	Deschutes R		0.041	0.041	0.055	0.102	0.102	0.102	0.102	0.102	0.102	0.055	0.041	0.041	
83687	10/31/1900	T-10300/MP-95	Deschutes R		0.271	0.271	0.361	0.669	0.669	0.669	0.669	0.669	0.669	0.361	0.271	0.271	
80400	10/10/1903	T-9294/MP-1	Deschutes R		0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	
CW-24	2/28/1913	CW-24 (AP)	Wickiup Res		0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	
CW-24	2/28/1913	CW-24	Wickiup Res	0.760	0.760											0.760	0.760
59778	11/3/1983	MF-197	Deschutes R	660.000	660.000	660.000	660.000	660.000	660.000	660.000	660.000	660.000	660.000	660.000	660.000	660.000	660.000
Totals for ACW and Transfers				**0.760**	**3.063**	**2.303**	**2.886**	**5.189**	**5.289**	**5.289**	**5.289**	**5.289**	**5.289**	**2.986**	**2.403**	**3.163**	**0.760**
Totals for Min Streamflow				**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**
Totals for State Agency ISWR				**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**	**0.000**
Total Instream				**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**	**660.000**
North Canal Dam (T17S, R12E, Sec 29) to mouth of Tumalo Creek																	
76687	9/1/1899	T-8519	Deschutes R		0.144	0.144	0.193	0.358	0.358	0.358	0.358	0.358	0.358	0.193	0.144	0.144	
82657	9/1/1899	CW-40	Deschutes R		1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	
83143	9/1/1899	CW-41	Deschutes R		4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	
83522	9/1/1899	CW-43	Deschutes R		0.384	0.384	0.529	0.967	0.967	0.967	0.967	0.967	0.967	0.529	0.384	0.384	
83559	9/1/1899	CW-48	Deschutes R		0.760	0.760	1.030	1.630	1.630	1.630	1.630	1.630	1.630	1.030	0.760	0.760	
83567	9/1/1899	T-10356	Deschutes R		0.060	0.060	0.070	0.140	0.140	0.140	0.140	0.140	0.140	0.070	0.060	0.060	
83587	9/1/1899	CW-47	Deschutes R		4.670	4.670	6.670	9.000	9.000	9.000	9.000	9.000	9.000	6.670	4.670	4.670	
83652	1900	T-9835/MP-29	Little Deschutes						0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	
80856	10/31/1900	T-9603/MP-11	Deschutes R		0.130	0.130	0.170	0.220	0.220	0.220	0.220	0.220	0.220	0.170	0.130	0.130	
	12/2/1907							0.080	0.080	0.080	0.080	0.080	0.080				
81324	10/31/1900	T-9824/MP-27	Deschutes R		0.571	0.571	0.762	1.005	1.005	1.005	1.005	1.005	1.005	0.762	0.571	0.571	
	12/2/1907							0.405	0.405	0.405	0.405	0.405	0.405				
81612	10/31/1900	CW-29	Deschutes R		1.250	1.250	1.670	2.200	2.200	2.200	2.200	2.200	2.200	1.670	1.250	1.250	
	12/2/1907							0.890	0.890	0.890	0.890	0.890	0.890				
82822	10/31/1900	T-9883	Deschutes R		0.210	0.210	0.280	0.520	0.520	0.520	0.520	0.520	0.520	0.280	0.210	0.210	
82635	10/31/1900	T-10058/MP-57	Deschutes R		0.150	0.150	0.200	0.380	0.380	0.380	0.380	0.380	0.380	0.200	0.150	0.150	
82725	10/31/1900	CW-39	Deschutes R		0.150	0.150	0.200	0.265	0.265	0.265	0.265	0.265	0.265	0.200	0.150	0.150	
	12/2/1907							0.105	0.105	0.105	0.105	0.105	0.105				
83244	10/31/1900	CW-39	Deschutes R		0.150	0.150	0.200	0.265	0.265	0.265	0.265	0.265	0.265	0.200	0.150	0.150	
	12/2/1907							0.105	0.105	0.105	0.105	0.105	0.105				
82731	10/31/1900	CW-42	Deschutes R		0.145	0.145	0.190	0.250	0.250	0.250	0.250	0.250	0.250	0.190	0.145	0.145	
	12/2/1907							0.105	0.105	0.105	0.105	0.105	0.105				
83293	10/31/1900	CW-42	Deschutes R		0.145	0.145	0.190	0.250	0.250	0.250	0.250	0.250	0.250	0.190	0.145	0.145	
	12/2/1907							0.105	0.105	0.105	0.105	0.105	0.105				
83523	10/31/1900	T-10299	Deschutes R		0.276	0.276	0.367	0.680	0.680	0.680	0.680	0.680	0.680	0.367	0.276	0.276	
83687	10/31/1900	T-10300/MP-95	Deschutes R		0.271	0.271	0.361	0.669	0.669	0.669	0.669	0.669	0.669	0.361	0.271	0.271	
80400	10/10/1903	T-9294/MP-1	Deschutes R		0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	
CW-24	2/28/1913	CW-24 (AP)	Wickiup Res		0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	
CW-24	2/28/1913	CW-24	Wickiup Res	0.760	0.760											0.760	0.760
CW-24	2/28/1913	CW-24 (AP)	Deschutes R		0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	
82830	2/28/1913	CW-24	Deschutes R		0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	
IS 70695 (application)	9/24/1990	IS-70695	Deschutes R	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000
Totals for ACW and Transfers				**0.760**	**16.926**	**16.166**	**19.782**	**27.294**	**27.394**	**27.394**	**27.394**	**27.394**	**27.394**	**19.882**	**16.266**	**17.026**	**0.760**
Totals for State Agency ISWR				**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**
Total Instream				**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**
Mouth of Tumalo Creek to POD (T16S, R12E, Sec 17)																	
76687	9/1/1899	T-8519	Deschutes R		0.144	0.144	0.193	0.358	0.358	0.358	0.358	0.358	0.358	0.193	0.144	0.144	
82657	9/1/1899	CW-40	Deschutes R		1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	
83143	9/1/1899	CW-41	Deschutes R		4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	

ISWR	Priority Date	Project ID	Source	Rate (CFS) for Period Instream													
				Jan 1 - March 31	April 1 - April 14	April 15 - April 30	May 1 - May 14	May 15 - May 22	May 23 - May 31	June 1 - June 30	July 1 - July 31	Aug 1 - Aug 31	Sept 1 - Sept 14	Sept 15 - Sept 30	Oct 1 - Oct 15	Oct 16 - Oct 31	Nov 1 - Dec 31
83522	9/1/1899	CW-43	Deschutes R		0.384	0.384	0.529	0.967	0.967	0.967	0.967	0.967	0.967	0.529	0.384	0.384	
83559	9/1/1899	CW-48	Deschutes R		0.760	0.760	1.030	1.630	1.630	1.630	1.630	1.630	1.630	1.030	0.760	0.760	
83567	9/1/1899	T-10356	Deschutes R		0.060	0.060	0.070	0.140	0.140	0.140	0.140	0.140	0.140	0.070	0.060	0.060	
83587	9/1/1899	CW-47	Deschutes R		4.670	4.670	6.670	9.000	9.000	9.000	9.000	9.000	9.000	6.670	4.670	4.670	
81333	Sept 1900	CW-9	Tumalo Cr		5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	
83652	1900	T-9835/MP-29	Little Deschutes						0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	
80856	10/31/1900	T-9603/MP-11	Deschutes R		0.130	0.130	0.170	0.220	0.220	0.220	0.220	0.220	0.220	0.170	0.130	0.130	
	12/2/1907							0.080	0.080	0.080	0.080	0.080	0.080				
81324	10/31/1900	T-9824/MP-27	Deschutes R		0.571	0.571	0.762	1.005	1.005	1.005	1.005	1.005	1.005	0.762	0.571	0.571	
	12/2/1907							0.405	0.405	0.405	0.405	0.405	0.405				
81612	10/31/1900	CW-29	Deschutes R		1.250	1.250	1.670	2.200	2.200	2.200	2.200	2.200	2.200	1.670	1.250	1.250	
	12/2/1907							0.890	0.890	0.890	0.890	0.890	0.890				
82822	10/31/1900	T-9883	Deschutes R		0.210	0.210	0.280	0.520	0.520	0.520	0.520	0.520	0.520	0.280	0.210	0.210	
82635	10/31/1900	T-10058/MP-57			0.150	0.150	0.200	0.380	0.380	0.380	0.380	0.380	0.380	0.200	0.150	0.150	
82725	10/31/1900	CW-39	Deschutes R		0.150	0.150	0.200	0.265	0.265	0.265	0.265	0.265	0.265	0.200	0.150	0.150	
	12/2/1907							0.105	0.105	0.105	0.105	0.105	0.105				
83244	10/31/1900	CW-39	Deschutes R		0.150	0.150	0.200	0.265	0.265	0.265	0.265	0.265	0.265	0.200	0.150	0.150	
	12/2/1907							0.105	0.105	0.105	0.105	0.105	0.105				
82731	10/31/1900	CW-42	Deschutes R		0.145	0.145	0.190	0.250	0.250	0.250	0.250	0.250	0.250	0.190	0.145	0.145	
	12/2/1907							0.105	0.105	0.105	0.105	0.105	0.105				
83293	10/31/1900	CW-42	Deschutes R		0.145	0.145	0.190	0.250	0.250	0.250	0.250	0.250	0.250	0.190	0.145	0.145	
	12/2/1907							0.105	0.105	0.105	0.105	0.105	0.105				
83523	10/31/1900	T-10299	Deschutes R		0.276	0.276	0.367	0.680	0.680	0.680	0.680	0.680	0.680	0.367	0.276	0.276	
83687	10/31/1900	T-10300/MP-95	Deschutes R		0.271	0.271	0.361	0.669	0.669	0.669	0.669	0.669	0.669	0.361	0.271	0.271	
80400	10/10/1903	T-9294/MP-1	Deschutes R		0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	
CW-24	2/28/1913	CW-24 (AP)	Wickiup Res		0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	
CW-24	2/28/1913	CW-24	Wickiup Res	0.760	0.760											0.760	0.760
CW-24	2/28/1913	CW-24 (AP)	Deschutes R		0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	
82830	2/28/1913	CW-24	Deschutes R		0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	
81332	12/8/1961	CW-9	Tumalo Cr		1.900	1.900	4.300	4.300	4.300	6.300	7.800	6.300	4.300	4.300	1.700	1.700	
IS 70695 (application)	9/24/1990	IS-70695	Deschutes R	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000
Totals for ACW and Transfers				**0.760**	**24.646**	**23.886**	**29.902**	**37.414**	**37.514**	**39.514**	**41.014**	**39.514**	**37.514**	**30.002**	**23.786**	**24.546**	**0.760**
Totals for State Agency ISWR				**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**
Total Instream				**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**
POD (T16S, R12E, Sec 17) to POD (T15S, R12E, Sec 14)																	
83519	Spring 1885	CW-43	Deschutes R		0.113	0.113	0.113	0.113	0.113	0.113	0.113	0.113	0.113	0.113	0.113	0.113	
76687	9/1/1899	T-8519	Deschutes R		0.144	0.144	0.193	0.358	0.358	0.358	0.358	0.358	0.358	0.193	0.144	0.144	
82657	9/1/1899	CW-40	Deschutes R		1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	
83143	9/1/1899	CW-41	Deschutes R		4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	
83522	9/1/1899	CW-43	Deschutes R		0.209	0.209	0.294	0.532	0.532	0.532	0.532	0.532	0.532	0.294	0.209	0.209	
83559	9/1/1899	CW-48	Deschutes R		0.760	0.760	1.030	1.630	1.630	1.630	1.630	1.630	1.630	1.030	0.760	0.760	
83567	9/1/1899	T-10356	Deschutes R		0.060	0.060	0.070	0.140	0.140	0.140	0.140	0.140	0.140	0.070	0.060	0.060	
83587	9/1/1899	CW-47	Deschutes R		4.670	4.670	6.670	9.000	9.000	9.000	9.000	9.000	9.000	6.670	4.670	4.670	
81333	Sept 1900	CW-9	Tumalo Cr		5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	
83652	1900	T-9835/MP-29	Little Deschutes						0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	
80856	10/31/1900	T-9603/MP-11	Deschutes R		0.130	0.130	0.170	0.220	0.220	0.220	0.220	0.220	0.220	0.170	0.130	0.130	
	12/2/1907							0.080	0.080	0.080	0.080	0.080	0.080				
81324	10/31/1900	T-9824/MP-27	Deschutes R		0.571	0.571	0.762	1.005	1.005	1.005	1.005	1.005	1.005	0.762	0.571	0.571	
	12/2/1907							0.405	0.405	0.405	0.405	0.405	0.405				
81612	10/31/1900	CW-29	Deschutes R		1.250	1.250	1.670	2.200	2.200	2.200	2.200	2.200	2.200	1.670	1.250	1.250	
	12/2/1907							0.890	0.890	0.890	0.890	0.890	0.890				
82822	10/31/1900	T-9883	Deschutes R		0.210	0.210	0.280	0.520	0.520	0.520	0.520	0.520	0.520	0.280	0.210	0.210	
82635	10/31/1900	T-10058/MP-57			0.150	0.150	0.200	0.380	0.380	0.380	0.380	0.380	0.380	0.200	0.150	0.150	
82725	10/31/1900	CW-39	Deschutes R		0.150	0.150	0.200	0.265	0.265	0.265	0.265	0.265	0.265	0.200	0.150	0.150	

ISWR	Priority Date	Project ID	Source	Rate (CFS) for Period Instream													
				Jan 1 - March 31	April 1 - April 14	April 15 - April 30	May 1 - May 14	May 15 - May 22	May 23 - May 31	June 1 - June 30	July 1 - July 31	Aug 1 - Aug 31	Sept 1 - Sept 14	Sept 15 - Sept 30	Oct 1 - Oct 15	Oct 16 - Oct 31	Nov 1 - Dec 31
	12/2/1907							0.105	0.105	0.105	0.105	0.105	0.105				
83244	10/31/1900	CW-39	Deschutes R		0.150	0.150	0.200	0.265	0.265	0.265	0.265	0.265	0.265	0.200	0.150	0.150	
	12/2/1907							0.105	0.105	0.105	0.105	0.105	0.105				
82731	10/31/1900	CW-42	Deschutes R		0.145	0.145	0.190	0.250	0.250	0.250	0.250	0.250	0.250	0.190	0.145	0.145	
	12/2/1907							0.105	0.105	0.105	0.105	0.105	0.105				
83293	10/31/1900	CW-42	Deschutes R		0.145	0.145	0.190	0.250	0.250	0.250	0.250	0.250	0.250	0.190	0.145	0.145	
	12/2/1907							0.105	0.105	0.105	0.105	0.105	0.105				
83523	10/31/1900	T-10299	Deschutes R		0.276	0.276	0.367	0.680	0.680	0.680	0.680	0.680	0.680	0.367	0.276	0.276	
83687	10/31/1900	T-10300/MP-95	Deschutes R		0.271	0.271	0.361	0.669	0.669	0.669	0.669	0.669	0.669	0.361	0.271	0.271	
80400	10/10/1903	T-9294/MP-1	Deschutes R		0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	
CW-24	2/28/1913	CW-24 (AP)	Wickiup Res		0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	
CW-24	2/28/1913	CW-24	Wickiup Res	0.760	0.760											0.760	0.760
CW-24	2/28/1913	CW-24 (AP)	Deschutes R		0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	
82830	2/28/1913	CW-24	Deschutes R		0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	
81332	12/8/1961	CW-9	Tumalo Cr		1.900	1.900	4.300	4.300	4.300	6.300	7.800	6.300	4.300	4.300	1.700	1.700	
IS 70695 (application)	9/24/1990	IS-70695	Deschutes R	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000
Totals for ACW and Transfers				**0.760**	**24.584**	**23.824**	**29.780**	**37.092**	**37.192**	**39.192**	**40.692**	**39.192**	**37.192**	**29.880**	**23.724**	**24.484**	**0.760**
Totals for State Agency ISWR				**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**
Total Instream				**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**
POD (T15S, R12E, Sec 14) to POD (T14S, R12E, Sec 26)																	
83519	Spring 1885	CW-43	Deschutes R		0.113	0.113	0.113	0.113	0.113	0.113	0.113	0.113	0.113	0.113	0.113	0.113	
76687	9/1/1899	T-8519	Deschutes R		0.144	0.144	0.193	0.358	0.358	0.358	0.358	0.358	0.358	0.193	0.144	0.144	
82657	9/1/1899	CW-40	Deschutes R		1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	
81553	9/1/1899	CW-13	Deschutes R		0.080	0.080	0.110	0.190	0.190	0.190	0.190	0.190	0.190	0.110	0.080	0.080	
CW-13	9/1/1899	CW-13 (AP)	Deschutes R		0.230	0.230	0.310	0.580	0.580	0.580	0.580	0.580	0.580	0.310	0.230	0.230	
83143	9/1/1899	CW-41	Deschutes R		4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	
83522	9/1/1899	CW-43	Deschutes R		0.209	0.209	0.294	0.532	0.532	0.532	0.532	0.532	0.532	0.294	0.209	0.209	
83559	9/1/1899	CW-48	Deschutes R		0.760	0.760	1.030	1.630	1.630	1.630	1.630	1.630	1.630	1.030	0.760	0.760	
83567	9/1/1899	T-10356	Deschutes R		0.060	0.060	0.070	0.140	0.140	0.140	0.140	0.140	0.140	0.070	0.060	0.060	
83587	9/1/1899	CW-47	Deschutes R		4.670	4.670	6.670	9.000	9.000	9.000	9.000	9.000	9.000	6.670	4.670	4.670	
81333	Sept 1900	CW-9	Tumalo Cr		5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	
83652	1900	T-9835/MP-29	Little Deschutes						0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	
80856	10/31/1900	T-9603/MP-11	Deschutes R		0.130	0.130	0.170	0.220	0.220	0.220	0.220	0.220	0.220	0.170	0.130	0.130	
	12/2/1907							0.080	0.080	0.080	0.080	0.080	0.080				
81612	10/31/1900	CW-29	Deschutes R		1.250	1.250	1.670	2.200	2.200	2.200	2.200	2.200	2.200	1.670	1.250	1.250	
	12/2/1907							0.890	0.890	0.890	0.890	0.890	0.890				
81324	10/31/1900	T-9824/MP-27	Deschutes R		0.571	0.571	0.762	1.005	1.005	1.005	1.005	1.005	1.005	0.762	0.571	0.571	
	12/2/1907							0.405	0.405	0.405	0.405	0.405	0.405				
82822	10/31/1900	T-9883	Deschutes R		0.210	0.210	0.280	0.520	0.520	0.520	0.520	0.520	0.520	0.280	0.210	0.210	
82635	10/31/1900	T-10058/MP-57	Deschutes R		0.150	0.150	0.200	0.380	0.380	0.380	0.380	0.380	0.380	0.200	0.150	0.150	
82725	10/31/1900	CW-39	Deschutes R		0.150	0.150	0.200	0.265	0.265	0.265	0.265	0.265	0.265	0.200	0.150	0.150	
	12/2/1907							0.105	0.105	0.105	0.105	0.105	0.105				
83244	10/31/1900	CW-39	Deschutes R		0.150	0.150	0.200	0.265	0.265	0.265	0.265	0.265	0.265	0.200	0.150	0.150	
	12/2/1907							0.105	0.105	0.105	0.105	0.105	0.105				
82731	10/31/1900	CW-42	Deschutes R		0.145	0.145	0.190	0.250	0.250	0.250	0.250	0.250	0.250	0.190	0.145	0.145	
	12/2/1907							0.105	0.105	0.105	0.105	0.105	0.105				
83293	10/31/1900	CW-42	Deschutes R		0.145	0.145	0.190	0.250	0.250	0.250	0.250	0.250	0.250	0.190	0.145	0.145	
	12/2/1907							0.105	0.105	0.105	0.105	0.105	0.105				
83523	10/31/1900	T-10299	Deschutes R		0.276	0.276	0.367	0.680	0.680	0.680	0.680	0.680	0.680	0.367	0.276	0.276	
83687	10/31/1900	T-10300/MP-95	Deschutes R		0.271	0.271	0.361	0.669	0.669	0.669	0.669	0.669	0.669	0.361	0.271	0.271	
80400	10/10/1903	T-9294/MP-1	Deschutes R		0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	
CW-24	2/28/1913	CW-24 (AP)	Wickiup Res		0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	
CW-24	2/28/1913	CW-24	Wickiup Res	0.760	0.760											0.760	0.760
CW-24	2/28/1913	CW-24 (AP)	Deschutes R		0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	

ISWR	Priority Date	Project ID	Source	Rate (CFS) for Period Instream													
				Jan 1 - March 31	April 1 - April 14	April 15 - April 30	May 1 - May 14	May 15 - May 22	May 23 - May 31	June 1 - June 30	July 1 - July 31	Aug 1 - Aug 31	Sept 1 - Sept 14	Sept 15 - Sept 30	Oct 1 - Oct 15	Oct 16 - Oct 31	Nov 1 - Dec 31
82830	2/28/1913	CW-24	Deschutes R		0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	
81332	12/8/1961	CW-9	Tumalo Cr		1.900	1.900	4.300	4.300	4.300	6.300	7.800	6.300	4.300	4.300	1.700	1.700	
IS 70695 (application)	9/24/1990	IS-70695	Deschutes R	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000
Totals for ACW and Transfers				**0.760**	**24.894**	**24.134**	**30.200**	**37.862**	**37.962**	**39.962**	**41.462**	**39.962**	**37.962**	**30.300**	**24.034**	**24.794**	**0.760**
Totals for State Agency ISWR				**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**
Total Instream				**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**
POD (T14S, R12E, Sec 26) to River Mile 125																	
83519	Spring 1885	CW-43	Deschutes R		0.113	0.113	0.113	0.113	0.113	0.113	0.113	0.113	0.113	0.113	0.113	0.113	
76687	9/1/1899	T-8519	Deschutes R		0.144	0.144	0.193	0.358	0.358	0.358	0.358	0.358	0.358	0.193	0.144	0.144	
82657	9/1/1899	CW-40	Deschutes R		1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	
81553	9/1/1899	CW-13	Deschutes R		0.080	0.080	0.110	0.190	0.190	0.190	0.190	0.190	0.190	0.110	0.080	0.080	
CW-13	9/1/1899	CW-13 (AP)	Deschutes R		0.230	0.230	0.310	0.580	0.580	0.580	0.580	0.580	0.580	0.310	0.230	0.230	
83143	9/1/1899	CW-41	Deschutes R		4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	
83522	9/1/1899	CW-43	Deschutes R		0.209	0.209	0.294	0.532	0.532	0.532	0.532	0.532	0.532	0.294	0.209	0.209	
83559	9/1/1899	CW-48	Deschutes R		0.760	0.760	1.030	1.630	1.630	1.630	1.630	1.630	1.630	1.030	0.760	0.760	
83567	9/1/1899	T-10356	Deschutes R		0.060	0.060	0.070	0.140	0.140	0.140	0.140	0.140	0.140	0.070	0.060	0.060	
83587	9/1/1899	CW-47	Deschutes R		4.670	4.670	6.670	9.000	9.000	9.000	9.000	9.000	9.000	6.670	4.670	4.670	
81333	Sept 1900	CW-9	Tumalo Cr		5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	
83652	1900	T-9835/MP-29	Little Deschutes						0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	
80856	10/31/1900	T-9603/MP-11	Deschutes R		0.130	0.130	0.170	0.220	0.220	0.220	0.220	0.220	0.220	0.170	0.130	0.130	
	12/2/1907							0.080	0.080	0.080	0.080	0.080	0.080				
81612	10/31/1900	CW-29	Deschutes R		1.250	1.250	1.670	2.200	2.200	2.200	2.200	2.200	2.200	1.670	1.250	1.250	
	12/2/1907							0.890	0.890	0.890	0.890	0.890	0.890				
81324	10/31/1900	T-9824/MP-27	Deschutes R		0.571	0.571	0.762	1.005	1.005	1.005	1.005	1.005	1.005	0.762	0.571	0.571	
	12/2/1907							0.405	0.405	0.405	0.405	0.405	0.405				
82822	10/31/1900	T-9883	Deschutes R		0.210	0.210	0.280	0.520	0.520	0.520	0.520	0.520	0.520	0.280	0.210	0.210	
82635	10/31/1900	T-10058/MP-57	Deschutes R		0.150	0.150	0.200	0.380	0.380	0.380	0.380	0.380	0.380	0.200	0.150	0.150	
82725	10/31/1900	CW-39	Deschutes R		0.150	0.150	0.200	0.265	0.265	0.265	0.265	0.265	0.265	0.200	0.150	0.150	
	12/2/1907							0.105	0.105	0.105	0.105	0.105	0.105				
83244	10/31/1900	CW-39	Deschutes R		0.150	0.150	0.200	0.265	0.265	0.265	0.265	0.265	0.265	0.200	0.150	0.150	
	12/2/1907							0.105	0.105	0.105	0.105	0.105	0.105				
82731	10/31/1900	CW-42	Deschutes R		0.145	0.145	0.190	0.250	0.250	0.250	0.250	0.250	0.250	0.190	0.145	0.145	
	12/2/1907							0.105	0.105	0.105	0.105	0.105	0.105				
83293	10/31/1900	CW-42	Deschutes R		0.145	0.145	0.190	0.250	0.250	0.250	0.250	0.250	0.250	0.190	0.145	0.145	
	12/2/1907							0.105	0.105	0.105	0.105	0.105	0.105				
83523	10/31/1900	T-10299	Deschutes R		0.276	0.276	0.367	0.680	0.680	0.680	0.680	0.680	0.680	0.367	0.276	0.276	
83687	10/31/1900	T-10300/MP-95	Deschutes R		0.271	0.271	0.361	0.669	0.669	0.669	0.669	0.669	0.669	0.361	0.271	0.271	
80400	10/10/1903	T-9294/MP-1	Deschutes R		0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	
CW-24	2/28/1913	CW-24 (AP)	Wickiup Res		0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	
CW-24	2/28/1913	CW-24	Wickiup Res	0.760	0.760											0.760	0.760
CW-24	2/28/1913	CW-24 (AP)	Deschutes R		0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	
82830	2/28/1913	CW-24	Deschutes R		0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	
81313	5/12/1944	T-9697/MP-24	Deschutes R		0.233	0.233	0.233	0.233	0.233	0.233	0.233	0.233	0.233	0.233	0.233	0.233	
81314	5/12/1944	T-9697/MP-24	Deschutes R		0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	
81332	12/8/1961	CW-9	Tumalo Cr		1.900	1.900	4.300	4.300	4.300	6.300	7.800	6.300	4.300	4.300	1.700	1.700	
IS 70695 (application)	9/24/1990	IS-70695	Deschutes R	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000
Totals for ACW and Transfers				**0.760**	**25.142**	**24.382**	**30.448**	**38.110**	**38.210**	**40.210**	**41.710**	**40.210**	**38.210**	**30.548**	**24.282**	**25.042**	**0.760**
Totals for State Agency ISWR				**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**
Total Instream				**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**
River Mile 125 to Lake Billy Chinook																	
83519	Spring 1885	CW-43	Deschutes R		0.113	0.113	0.113	0.113	0.113	0.113	0.113	0.113	0.113	0.113	0.113	0.113	

ISWR	Priority Date	Project ID	Source	Rate (CFS) for Period Instream													
				Jan 1 - March 31	April 1 - April 14	April 15 - April 30	May 1 - May 14	May 15 - May 22	May 23 - May 31	June 1 - June 30	July 1 - July 31	Aug 1 - Aug 31	Sept 1 - Sept 14	Sept 15 - Sept 30	Oct 1 - Oct 15	Oct 16 - Oct 31	Nov 1 - Dec 31
76687	9/1/1899	T-8519	Deschutes R		0.144	0.144	0.193	0.358	0.358	0.358	0.358	0.358	0.358	0.193	0.144	0.144	
82657	9/1/1899	CW-40	Deschutes R		1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	1.480	
81553	9/1/1899	CW-13	Deschutes R		0.080	0.080	0.110	0.190	0.190	0.190	0.190	0.190	0.190	0.110	0.080	0.080	
CW-13	9/1/1899	CW-13 (AP)	Deschutes R		0.230	0.230	0.310	0.580	0.580	0.580	0.580	0.580	0.580	0.310	0.230	0.230	
83143	9/1/1899	CW-41	Deschutes R		4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	4.400	
83522	9/1/1899	CW-43	Deschutes R		0.209	0.209	0.294	0.532	0.532	0.532	0.532	0.532	0.532	0.294	0.209	0.209	
83559	9/1/1899	CW-48	Deschutes R		0.760	0.760	1.030	1.630	1.630	1.630	1.630	1.630	1.630	1.030	0.760	0.760	
83567	9/1/1899	T-10356	Deschutes R		0.060	0.060	0.070	0.140	0.140	0.140	0.140	0.140	0.140	0.070	0.060	0.060	
83587	9/1/1899	CW-47	Deschutes R		4.670	4.670	6.670	9.000	9.000	9.000	9.000	9.000	9.000	6.670	4.670	4.670	
81333	Sept 1900	CW-9	Tumalo Cr		5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	5.820	
83652	1900	T-9835/MP-29	Little Deschutes						0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	
80856	10/31/1900	T-9603/MP-11	Deschutes R		0.130	0.130	0.170	0.220	0.220	0.220	0.220	0.220	0.220	0.170	0.130	0.130	
	12/2/1907							0.080	0.080	0.080	0.080	0.080	0.080				
81612	10/31/1900	CW-29	Deschutes R		1.250	1.250	1.670	2.200	2.200	2.200	2.200	2.200	2.200	1.670	1.250	1.250	
	12/2/1907							0.890	0.890	0.890	0.890	0.890	0.890				
81324	10/31/1900	T-9824/MP-27	Deschutes R		0.571	0.571	0.762	1.005	1.005	1.005	1.005	1.005	1.005	0.762	0.571	0.571	
	12/2/1907							0.405	0.405	0.405	0.405	0.405	0.405				
82822	10/31/1900	T-9883	Deschutes R		0.070	0.070	0.090	0.170	0.170	0.170	0.170	0.170	0.170	0.090	0.070	0.070	
82635	10/31/1900	T-10058/MP-57	Deschutes R		0.150	0.150	0.200	0.380	0.380	0.380	0.380	0.380	0.380	0.200	0.150	0.150	
82725	10/31/1900	CW-39	Deschutes R		0.150	0.150	0.200	0.265	0.265	0.265	0.265	0.265	0.265	0.200	0.150	0.150	
	12/2/1907							0.105	0.105	0.105	0.105	0.105	0.105				
83244	10/31/1900	CW-39	Deschutes R		0.150	0.150	0.200	0.265	0.265	0.265	0.265	0.265	0.265	0.200	0.150	0.150	
	12/2/1907							0.105	0.105	0.105	0.105	0.105	0.105				
82731	10/31/1900	CW-42	Deschutes R		0.145	0.145	0.190	0.250	0.250	0.250	0.250	0.250	0.250	0.190	0.145	0.145	
	12/2/1907							0.105	0.105	0.105	0.105	0.105	0.105				
83293	10/31/1900	CW-42	Deschutes R		0.145	0.145	0.190	0.250	0.250	0.250	0.250	0.250	0.250	0.190	0.145	0.145	
	12/2/1907							0.105	0.105	0.105	0.105	0.105	0.105				
83523	10/31/1900	T-10299	Deschutes R		0.276	0.276	0.367	0.680	0.680	0.680	0.680	0.680	0.680	0.367	0.276	0.276	
83687	10/31/1900	T-10300/MP-95	Deschutes R		0.271	0.271	0.361	0.669	0.669	0.669	0.669	0.669	0.669	0.361	0.271	0.271	
80400	10/10/1903	T-9294/MP-1	Deschutes R		0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	0.350	
CW-24	2/28/1913	CW-24 (AP)	Wickiup Res		0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	0.195	
CW-24	2/28/1913	CW-24	Wickiup Res	0.760	0.760											0.760	0.760
CW-24	2/28/1913	CW-24 (AP)	Deschutes R		0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	0.065	
82830	2/28/1913	CW-24	Deschutes R		0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	0.210	
81313	5/12/1944	T-9697/MP-24	Deschutes R		0.233	0.233	0.233	0.233	0.233	0.233	0.233	0.233	0.233	0.233	0.233	0.233	
81314	5/12/1944	T-9697/MP-24	Deschutes R		0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	
81332	12/8/1961	CW-9	Tumalo Cr		1.900	1.900	4.300	4.300	4.300	6.300	7.800	6.300	4.300	4.300	1.700	1.700	
IS 70695 (application)	9/24/1990	IS-70695	Deschutes R	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000	250.000
Totals for ACW and Transfers				**0.760**	**25.002**	**24.242**	**30.258**	**37.760**	**37.860**	**39.860**	**41.360**	**39.860**	**37.860**	**30.358**	**24.142**	**24.902**	**0.760**
Totals for State Agency ISWR				**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**
Total Instream				**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**	**250.000**

Laura Snedaker

From: Jeremy Giffin
Sent: Thursday, June 12, 2008 8:44 AM
To: Laura Snedaker
Subject: RE: Instream Transfer Evaluation T-10544/Mitigation Project Evaluation MP-113

Not with this one. I am having some issues with some of the lands under the L-923, that is why the review is taking so long. I am heading out to take pics of the arnold lands under L-926 and 927 right now, they also have some issues. Looks like you might have to cancel the wedding until we get these lease issues resolved.

--jeremy

From: Laura Snedaker
Sent: Thursday, June 12, 2008 8:40 AM
To: Jeremy Giffin
Subject: RE: Instream Transfer Evaluation T-10544/Mitigation Project Evaluation MP-113
Importance: High

Any issues of concern associated with the lands proposed for transfer?

Thanks much!
Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

From: Jeremy Giffin
Sent: Thursday, June 12, 2008 8:35 AM
To: Laura Snedaker
Subject: RE: Instream Transfer Evaluation T-10544/Mitigation Project Evaluation MP-113

Yes, Same thing on this one. It is always met and the instream would always be met and there are no above ground return flow issues.

--Jeremy

From: Laura Snedaker
Sent: Wednesday, June 04, 2008 11:04 AM
To: Jeremy Giffin
Subject: FW: Instream Transfer Evaluation T-10544/Mitigation Project Evaluation MP-113
Importance: High

Jeremy:

I'm working on putting the finishing touches on the DPD for this application (prepared by one of the contractors) and needed to check in with you on the mitigation project related questions in the attached memo. I don't think we ever got these answered. If you would please respond and let me know if there are any reliability issues or other issues of concern associated with the portion of the right COID/DRC is proposing to transfer. Thanks much! I need to get this done this week if at all possible.

Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

From: Laura Snedaker
Sent: Friday, March 07, 2008 12:24 PM
To: Jeremy Giffin
Subject: Instream Transfer Evaluation T-10544/Mitigation Project Evaluation MP-113

Jeremy:

You should be getting a copy of instream transfer T-10544 shortly. This application is also a mitigation credit project. I just sent out the request for comments on the mitigation project with a description of the instream transfer and proposed project.

Here's a link to the application materials: http://www1.wrd.state.or.us/files/Publications/Deschutes%20Mitigation/mitigation_projects/MP-113-Credit_Project_(T-10544)/

I've attached a memo with any issues and questions identified at the front end of things that I'd like your feedback on. They've requested a reach extending below Lake Billy Chinook, so one of the issues I need feedback on from you or Jonathan is on return flows. I've also posed this question to Jonathan for the ground water return flow perspective.

Thanks, Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

Laura Snedaker

From: Jon LaMarche
Sent: Tuesday, March 11, 2008 9:39 AM
To: Laura Snedaker
Subject: RE: Request for Zone of Impact Determination on Mitigation Credit Project MP-113
Attachments: mp-113.doc; mp-113.jpg

Laura,

Here are the findings for MP113.

-Jonathan

Jonathan La Marche, PE
Hydrologist
Oregon Water Resources Department
1128 NW Harriman Street
Bend, OR 97701

tel: 541-330-4659
fax: 541-388-5101
email: jon.l.lamarche@wrd.state.or.us

From: Laura Snedaker
Sent: Friday, March 07, 2008 12:06 PM
To: Jon LaMarche
Cc: Ken Lite
Subject: Request for Zone of Impact Determination on Mitigation Credit Project MP-113

Jonathan:

This is a request for a zone of impact determination for MP-113.

This is an instream transfer T-10544 submitted by DRC and COID. Here's a link to the transfer application materials:

http://www1.wrd.state.or.us/files/Publications/Deschutes%20Mitigation/mitigation_projects/MP-113-Credit_Project_(T-10544)/

There are two items in this file, one being the application and the other being a folder containing the individual ownership information.

Let me know if you need anything else. The open comment period on this ends April 1, 2008.

Thanks, Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

Oregon Water Resources Department

MEMO **March 10, 2008**
(Date)

TO **Mitigation Project Application MP-113**

FROM **GW: Jonathan La Marche**
(Reviewer's Name)

SUBJECT **Mitigation Project Zone of Impact Evaluation for Deschutes Ground Water Study Area**

The source of appropriation is the Middle Deschutes. The original place of use, if applicable, is within the Crooked and Middle Deschutes River sub-basins.

This project proposes to protect water instream within the Middle Deschutes.

For all mitigation project types except aquifer recharge and storage releases:
Return flows from the original authorized use normally returned to the surface water system within the Middle Deschutes, Crooked and General Zone of Impact (as noted on POU table in attached map) and return flows from transmission loss, if any, from the original use would have returned to the surface water system within the General zone(s) of impact.

For aquifer recharge and storage release mitigation projects:
The zone of impact for the mitigation project is the zone of impact.

Current Zones of Impact:

General Zone of Impact where ground water generally discharges to surface water in the confluence area of the Deschutes River, Crooked River and Metolius River above the Madras gage.

Crooked River Zone of Impact where ground water generally discharges to surface water in the at Osborne Canyon (River Mile 13.8) area.

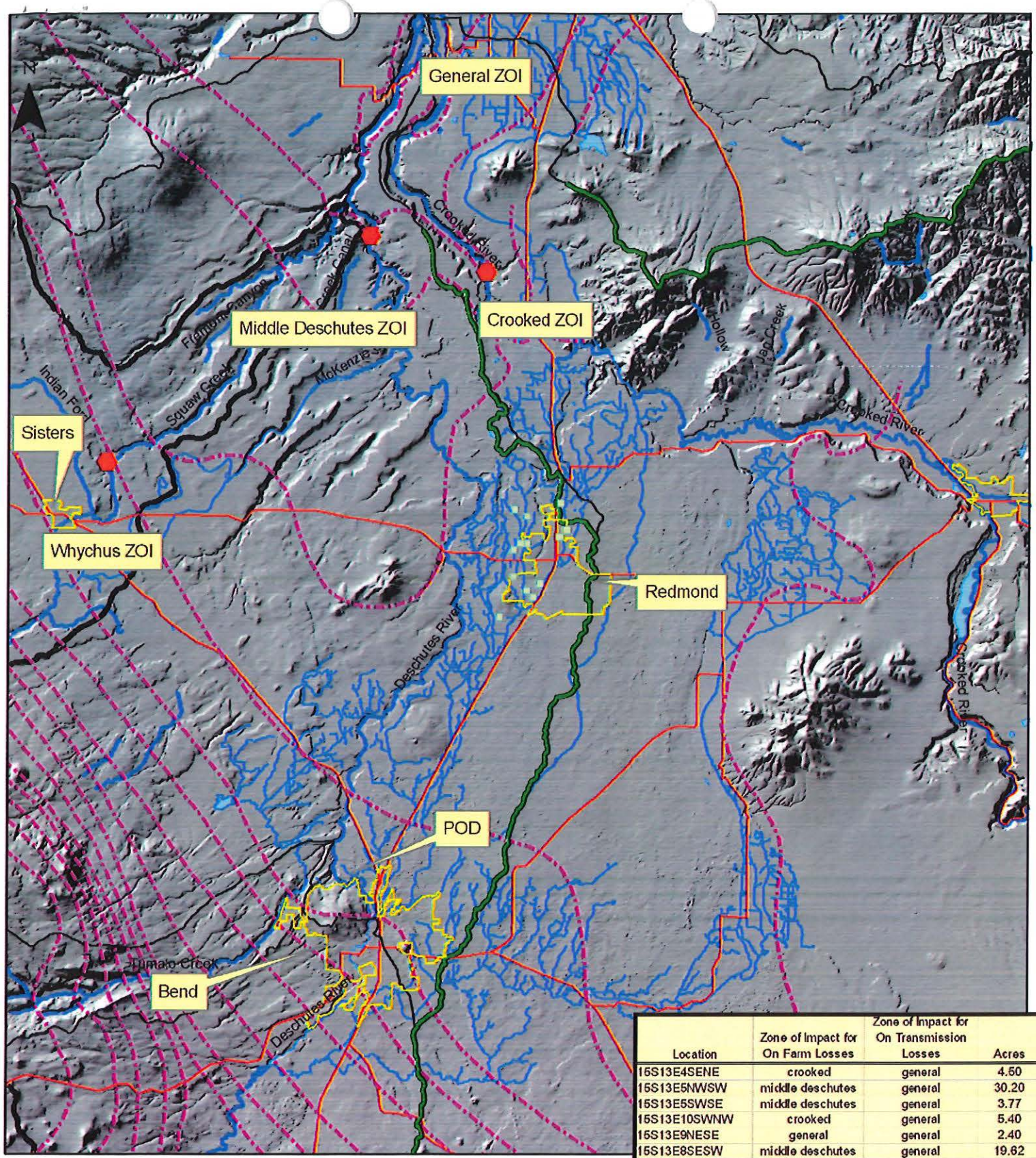
Middle Deschutes River Zone of Impact where ground water generally discharges to surface water in the Sundown Canyon Road (approximately River Mile 125) area.

Metolius River Zone of Impact where ground water generally discharges to surface water above the confluence with Jefferson Creek (approximately RM 28).

Whychus Creek Zone of Impact where ground water generally discharges to surface water in the McKinney Butte (RM 16) area.

Upper Deschutes River Zone of Impact where ground water generally discharges to surface water above RM 185, which is downstream from the confluence with Spring River.

Little Deschutes River Zone of Impact where ground water generally discharges to surface water above the mouth of the Little Deschutes River.



Legend

- mp-113_pou
- Roads
- Zones of Impact
- Canals
- Sub-Basin Boundary
- Rivers
- City
- zone of impact change
- Regional Head Gradient

MP-113
POD: T17S, R12E, S29, SENE (North Canal)
Source: Middle Deschutes
POU: see table (96.85 acres)

Other:
51% canal losses, 57% on farm losses
Expiration: Permanent, Cert # 83571

Location	Zone of Impact for On Farm Losses	Zone of Impact for On Transmission Losses	Acres
15S13E4SENE	crooked	general	4.50
15S13E5NWSW	middle deschutes	general	30.20
15S13E5SWSE	middle deschutes	general	3.77
15S13E10SWNW	crooked	general	5.40
15S13E9NESE	general	general	2.40
15S13E8SESW	middle deschutes	general	19.62
15S13E8SWSE	middle deschutes	general	4.50
15S13E17NWNW	middle deschutes	general	12.70
15S13E20NWNW	middle deschutes	general	4.40
15S13E21SWNW	general	general	0.50
15S13E20NWSE	general	general	0.18
15S13E20SESE	general	general	0.63
15S13E30NWSE	general	general	8.05
Total On Farm	middle deschutes	>>>>>>>>>>>>>>>	75.19
Total On Farm	general	>>>>>>>>>>>>>>>	11.76
Total On Farm	crooked	>>>>>>>>>>>>>>>	9.90
Total Transmission	middle deschutes	>>>>>>>>>>>>>>>	0.00
Total Transmission	general	>>>>>>>>>>>>>>>	96.85
Total Transmission	crooked	>>>>>>>>>>>>>>>	0.00
Total Acres			96.85

Laura Snedaker

From: Laura Snedaker

Sent: Friday, March 07, 2008 11:56 AM

To: 'rick.j.kepler@state.or.us'; 'Bonnie.Lamb@state.or.us'; 'Dave.Wright@state.or.us'; 'pmeasele@oda.state.or.us'; 'jjohnson@oda.state.or.us'; 'PUSTIS Nancy'; 'HOUCK Jan'; 'NIGG Eric'; Jeremy Giffin; 'Amy.M.Stuart@state.or.us'; 'Brett.L.Hodgson@coho2.dfw.state.or.us'

Subject: Deschutes Mitigation Project Review Request for MP-113 (Instream Transfer T-10544)

Attachments: Mitigation Credit Project Agency Review Form for MP-113 (T-10544).doc; ISWR's for Deschutes River.xls

Greetings Everyone:

This is a request for evaluation of a mitigation credit project, MP-113. The Department is seeking your input on how best to protect water instream (shaping), including considering the instream needs of where water is proposed to be protected instream (in this case on the Deschutes River, tributary to the Columbia River) in order to make the most effective use of the project and the mitigation water.

Attached to this e-mail is a summary of the proposed project and agency evaluation form (and a summary of existing instream water rights). A copy of the project application can be found by opening the application materials file folder at:

http://www1.wrd.state.or.us/files/Publications/Deschutes%20Mitigation/mitigation_projects/MP-113-Credit_Project_(T-10544)/

There is one file in this directory, being the application. There is another folder in this file containing individual ownership information, if needed.

The water right to be transferred can be found by typing in the certificate number on the Department's web page at:

http://apps.wrd.state.or.us/apps/wr/wrinfo/wrinfo.php

Please let me know if you have any questions or trouble accessing any of the documents. The deadline for comments is March 28, 2008.

As always, thanks for your time and input on these projects.

Laura Snedaker

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

DESCHUTES GROUND WATER MITIGATION CREDIT PROJECT REVIEW SHEET

The Oregon Water Resources Department is requesting an evaluation of the mitigation credit project described below pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2)

Project Summary (the following is to be filled out by WRD):

Date: March 7, 2008 21 Day Deadline Date: March 28, 2007 Mitigation Credit Project ID #: **MP-113**

Project Applicant's Name: Driver River Conservancy and Central Oregon ID

Type of Mitigation Project: Instream Transfer Project ID #(ie transfer applic): T-10544
Project Duration: permanent

Potential Mitigation Credits that may be awarded to the project: 174.3 (1 mitigation credit = 1 AF)
Description of how mitigation credits were determined: In this case, the number of mitigation credits that may be generated by an instream lease are based upon the consumptive use of the originating water right or water rights. For this instream lease, the number of mitigation credits were determined by multiplying the number of irrigated acres to be leased instream by the irrigation consumptive use factor of 1.8 acre-feet of consumptive use for each acre of irrigation. (96.85 acres * 1.8 AF/acre = 88.1 AF of consumptive use). No issues have been identified, at this point in the process, which would cause the Department to reduce the amount of mitigation credits generated.

If the project were awarded mitigation credits, the credits could be used to mitigate a ground water use(s) in the following zone(s) of impact:

- ☒ General Zone of Impact
- ☒ Middle Deschutes River Zone of Impact
- ☐ Crooked River Zone of Impact
- ☐ Squaw Creek Zone of Impact
- ☐ Metolius River Zone of Impact
- ☐ Upper Deschutes River Zone of Impact
- ☐ Little Deschutes River Zone of Impact

Water Right to be transferred instream:
Certificate 83571 (new cert)
Water Source: Deschutes River Use: Primary Irrigation Acres: 118.19 ac of irrigation from POD #11
(96.85 ac from POD #11 for mitigation only)

Irrigation Season: April 1 through October 31, further defined as:
Season 1 (April 1 to May 1 & October 1 to November 1) (61 days)
Season 2 (May 1 to May 15 & September 15 to October 1) (30 days)
Season 3 (May 15 to September 15) (123 days)

Priority Dates: October 31, 1900 & December 2, 1907

Restoration Portion - Rate/Duty: This right has three rates within the irrigation season:

By Priority Date	Season 1	Season 2	Season 3	Duty
From POD #11 (22.14 ac)				
October 31, 1900	0.276 CFS	0.368 CFS	0.487 CFS	
December 2, 1907			0.195 CFS	
Totals	0.276 CFS	0.368 CFS	0.682 CFS	218.86 AF

Mitigation Portion - Rate/Duty: This right has three rates within the irrigation season:

By Priority Date	Season 1	Season 2	Season 3	Duty
From POD #11 (96.85 ac)				
October 31, 1900	1.208 CFS	1.610 CFS	2.129 CFS	
December 2, 1907			0.853 CFS	
Totals	1.208 CFS	1.610 CFS	2.982 CFS	957.40 AF

Instream use to be created by the project:
Reach #1: From CO North Canal (POD #11 – SE NE, Section 29, T17S, R12E, W.M.; 850 FT N & 630 FT W from E ¼ Corner of Sec 29) to Lake Billy Chinook (restoration and mitigation portions) and then from Lake Billy Chinook to mouth of the Deschutes (restoration portion only)

Requested Instream Protection Purpose: Fish and wildlife habitat enhancement, pollution abatement and recreation and scenic attraction.

From POD #11 - restoration: Rate/Volume/Period Instream:

Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
10/31/1900	Season 1: 0.152 Season 2: 0.203 Season 3: 0.376	120.67	April 1 – Oct. 31 (requested)

From POD #11 - mitigation: Rate/Volume/Period Instream:

Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
10/31/1900	Season 1: 0.666 Season 2: 0.888 Season 3: 1.644	527.88	April 1 – Oct. 31 (requested)

From below Lake Billy Chinook
Restoration

Priority Date	Instream Rate (cfs)	Instream Volume (af)	Period Protected Instream
10/31/1900	0.1	39.85	April 1 – Oct. 31 (requested)

Note: The amount of water that may be transferred/leased instream accounts for a 45% transmission loss that may not be transferred/leased and protected instream. Also the portion of water protected instream below Lake Billy Chinook has been adjusted to account for return flows.

Water may be protected instream for a period of 209 days at the rate and volume requested. The applicant has requested to protect water during the period April 1 through October 31, a 214 day period.

Identify any issues that would limit when water could be protected instream during the irrigation season: The proposed period will be limited to protect water instream over a 209 day period, possibly being April 1 through October 26.

Frequency that new use will likely be met within described reach: The instream use should be met 100% of the time.

Other Instream Water Rights within the same Reach:
Note: This section provides background information on existing instream flow protections already in place and is provided to help agencies make recommendations for shaping of the above described mitigation project.

Identify any instream Water Rights within the same reach as requested by the applicant: See attached table.

WRD Project Contact: Laura Snedaker, Field Services Division
Phone: (503)-986-0884 / Fax: (503)-986-00903 / e-mail Laura.K.Snedaker@wrd.state.or.us

Mitigation Project (MP-113 (T-10544)) Review Section:

The following is to be completed by the WRD Watermaster, DEQ, ODFW, Parks, Agriculture and DSL:

1. Will the proposed mitigation project provide a resource benefit within the above identified zone(s) of impact? _____ (yes or no)

   Please explain and if the project will provide a resource benefit, please identify the specific resource that will benefit:

   _____

2. How can the proposed mitigation project be conditioned to enhance resource benefits and to make the most effective use of the mitigation project and mitigation water pursuant to OAR 690-521-0300 (7)? (i.e. time period water should be protected instream)

Please describe: _____

3. Other comments on the above referenced mitigation project: _____

Agency Representative: _____ Date: _____

Agency: _____

Laura Snedaker

From: Laura Snedaker
Sent: Friday, March 07, 2008 12:06 PM
To: Jon LaMarche
Cc: Ken Lite
Subject: Request for Zone of Impact Determination on Mitigation Credit Project MP-113

Jonathan:

This is a request for a zone of impact determination for MP-113.

This is an instream transfer T-10544 submitted by DRC and COID. Here's a link to the transfer application materials:

http://www1.wrd.state.or.us/files/Publications/Deschutes%20Mitigation/mitigation_projects/MP-113-Credit_Project_(T-10544)/

There are two items in this file, one being the application and the other being a folder containing the individual ownership information.

Let me know if you need anything else. The open comment period on this ends April 1, 2008.

Thanks, Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

Laura Snedaker

From: Laura Snedaker
Sent: Friday, March 07, 2008 12:24 PM
To: Jeremy Giffin
Subject: Instream Transfer Evaluation T-10544/Mitigation Project Evaluation MP-113
Attachments: watermaster memo for T-10544 (MP-113).doc

Jeremy:

You should be getting a copy of instream transfer T-10544 shortly. This application is also a mitigation credit project. I just sent out the request for comments on the mitigation project with a description of the instream transfer and proposed project.

Here's a link to the application materials: http://www1.wrd.state.or.us/files/Publications/Deschutes%20Mitigation/mitigation_projects/MP-113-Credit_Project_(T-10544)/

I've attached a memo with any issues and questions identified at the front end of things that I'd like your feedback on. They've requested a reach extending below Lake Billy Chinook, so one of the issues I need feedback on from you or Jonathan is on return flows. I've also posed this question to Jonathan for the ground water return flow perspective.

Thanks, Laura

Laura Snedaker
Senior Water Resources Coordinator
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
Phone: (503) 986-0884
Web: www.oregon.gov/OWRD

INTEROFFICE MEMO

DATE: March 7, 2008

TO: Jeremy Giffin, Watermaster District 11

FROM: Laura Snedaker, Field Services

SUBJECT: DRC and COID Instream Transfer Application – T-10544 (Mitigation Credit Project MP-113)

Enclosed with this memo is a DRC and COID instream transfer application. They are requesting to transfer a portion of certificate 83571 and to generate mitigation credits.

This instream transfer application needs a watermaster evaluation completed.

When completing the WM Evaluation, please also consider that this transfer is a mitigation credit project.

Items of Note and Questions:

- This is also a proposed mitigation credit project.
- The application requests to protect water from the CO North Canal #11 to Lake Billy Chinook and then from Lake Billy Chinook to the mouth of the Deschutes (restoration flow portion only). See the mitigation project review request sent on March 7, 2008 and attachments.
- Since the reach is to extend below Billy Chinook for a portion of the water transferred instream, are there any return flows? And, if so, where are they likely to come back into the system?
- Based on information previously provided, I'm assuming that the water right to be leased is available (on average) at least 50% of the irrigation season. Please let me know if this assumption is incorrect.
- Based on information previously provided, I'm also assuming that any new instream use created as a result of this lease would be met 100% of the time. Please let me know if this assumption is inaccurate.
- Are there any issues associated with this water right, or portion thereof, to be transferred instream? Are there any non use issues, regulation issues, source reliability issues or other issues? Anything that would cause the need to calculate the amount of mitigation generated by the project differently. See questions 2 thru 4 in the memo entitled "Mitigation Water/Credit Determinations using Consumptive Use & Watermaster Distribution Records" under tab 11 of your Deschutes Mitigation desk manual.

The public notice started March 11th and the comment period will end on April 4th.

Thanks.

OREGON

Water Resources Department

Central Oregon Irrigation District
Calculator for Certificate 83571

mit portions

Revised: 12/06/2007

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

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

Enter Total Number of Acres Involved from POD #11 (North Canal, also known as PB Canal) 96.85

Calculate

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

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

POD #11	October 31, 1900	December 2, 1907	Combined
Season 1 Rate (CFS)	1.208		
Season 2 Rate (CFS)	1.610		
Season 3 Rate (CFS)	2.129	0.853	2.982
Duty (AF)			957.40

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

From POD #11 to Lake Billy Chinook	
Season 1 Rate (CFS)	0.666
Season 2 Rate (CFS)	0.888
Season 3 Rate (CFS)	1.644
Maximum Volume (AF)	527.88

Preliminary Calculation MP-113 T-10544 12/20/2007

MITIGATION WATER/CREDIT CALCULATION FOR IRRIGATION (FULL SEASON)					
Preliminary Calculation					
Number of Acres	CU PER Acre (AF)	Total CU (mitigation water)			
96.85	1.8	**174.3**			

cert	83571				
original acreage					
POD #11					
	30.20				
	7.55				
	6.70				
	1.00				
	4.00				
	1.00				
	16.62				
	4.40				
	5.40				
	4.50				
	3.77				
	3.00				
	2.40				
	0.18				
	0.25				
	0.25				
	0.50				
	4.50				
	0.63				
totals	**96.85**	**0**	**0**	**0**	**96.85**