

Split - A - Permit

T-13273

Name Aspen Lakes Development, LLCAddress 16900 Aspen Lakes Dr.
Sisters, OR 97159Change in Split A Permit / POUDate Filed 10-15-2019Initial notice date 11-26-2019

DPD issued date _____

PD issued date _____

PD notice date _____

Date of FO 01/23/2020 Vol 114 Page 961

C-Date _____

COBU due date _____

COBU Received date _____

Certificate issued _____

DESCRIPTION OF WATER RIGHT(S)

Name of Stream Well 5Trib. of Squaw Creek BasinUse IR; Sup. IR; AestheticsCounty Deschutes

Quantity of water (CFS) _____

No. of Acres _____

Name of ditch _____

App# G-12420Per # G-11577Cert # —PR Date 2/20/1991

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 #
<u>10-15-19</u>	<u>\$990.00</u>	<u>131058</u>

FEES REFUNDED		
Date	Amount	Receipt #
<u>1/29/2020</u>	<u>\$990.00</u>	<u>VP050581</u>

Assignments: _____

Irrigation District _____

Agent John A. Short - johnshort@usa.com

CWRE _____

CC's list Deschutes Land Trust210 Irving Ave #102Bend, OR 97701☐ - Oversized map - Location _____

WATER RESOURCES DEPARTMENT
REQUEST FOR DISTRIBUTION OF FUNDS

TO: **Fiscal Services Section**

DATE: December 18, 2019

FROM: Arla Davis, Transfer Specialist
Phone: 503-986-0806

SUBJECT: **TRANSFER FILE - Request for Payment or Refund**

TRANSFER FILE #: T-13273

RECEIPT #: 131058

Please prepare payment in the amount of \$990.00, made payable to:

Name: Aspen Lakes Utility Company
Address: 16900 ASPEN LAKES DR
City: SISTERS OR 97759

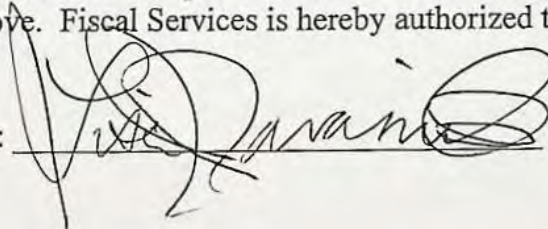
These funds are being paid or refunded as a result of (check one):

- ☒ Request for file to be Rejected/Withdrawn/Misfiled
- ☐ Excess fees were collected for application/PON
- ☐ Payment of PON
- ☐ Protest filing fee
- ☐ Other:

46110
0205

I have reviewed this distribution request and have determined the request to be justified as to the purpose indicated above. Fiscal Services is hereby authorized to process the requested distribution.

Authorized Signature: _____



Date: 1-21-20



Oregon
Kate Brown, Governor

Water Resources Department
725 Summer St NE, Suite A
Salem, OR 97301
(503) 986-0900
Fax (503) 986-0904

January 23, 2020

ASPEN LAKES UTILITY CO. LLC
16900 ASPEN LAKES DR
SISTERS, OR 97759

Reference: Transfer Application T-13273

The above referenced transfer application was withdrawn from the record of the Water Resources Department on January 23, 2020, by Special Order Volume 114, Page 961 (copy enclosed).

The transfer application is no further force or effect.

If you have any questions related to the withdrawal of this transfer, you may contact your caseworker, Arla Davis, by telephone at (503) 986-0806 or by e-mail at Arla.L.Davis@oregon.gov.

Sincerely,

Julie C. Baustian
Water Right Services Support
Transfers and Conservation Section

cc: Jeremy T. Giffin, Watermaster Dist. # 11 (via email)
John A. Short, Agent
Deschutes Land Trust

Enclosure

**BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON**

In the Matter of Transfer Application	)	FINAL ORDER WITHDRAWING AN
T-13273, Deschutes County	)	APPLICATION FOR AN ASSIGNMENT
	)	OF WATER RIGHT PERMIT AND
	)	ISSUANCE OF REPLACEMENT
	)	WATER RIGHT PERMITS

Authority

Oregon Revised Statute (ORS) 537.705 and 540.505 to 540.580 establish the process in which a water right holder may submit a request to temporarily transfer the place of use and, if necessary to convey the water to the temporary place of use, the point of appropriation authorized under an existing water right. Oregon Administrative Rule (OAR) Chapter 690, Division 380 implements the statutes and provides the Department's procedures and criteria for evaluating transfer applications.

Applicant

ASPEN LAKES DEVELOPMENT LLC
16900 ASPEN LAKES DR
SISTERS, OR 97759

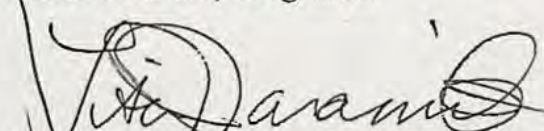
Findings of Fact

1. On October 15, 2019, ASPEN LAKES DEVELOPMENT, LLC, filed an application for partial assignment of Water Right Permit G-11577 and requested issuance of replacement permits. The Department assigned the application number T-13273.
2. On December 17, 2019, the agent for the applicant, submitted a written request by email on behalf of Aspen Lakes Development, LLC, requesting the Assignment and issuance of replacements permits by Application T-13273 be withdrawn.

Now, therefore, it is ORDERED:

Application T-13273, for an Assignment of Water Right Permit and Issuance of Replacement Water Right Permits, is withdrawn and of no further force or effect.

Dated in Salem, Oregon on **JAN 23 2020**



Lisa J. Jaramillo, Transfer and Conservation Section Manager, for
THOMAS M BYLER, DIRECTOR
Oregon Water Resources Department

Mailing Date: **JAN 28 2020**

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.

Split a Permit Cover Sheet

Transfer T-13273

Transfer Specialist: *Alia*

Transfer Type: Split a Permit

Applicant Name/Address: ASPEN LAKES DEVELOPMENT LLC 16900 ASPEN LAKES DR SISTERS, OR 97759	Agent Name/Address: JOHN A. SHORT PO BOX 1830 BEND, OR 97709	Other Landowner Name/Address:
	Irr. District Name/Address:	Other Landowner Name/Address: DESCHUTES LAND TRUST 210 IRVING AVE #102 BEND, OR 97701
Commentors: Name/Address:		Other Landowner Name/Address:

Water Right Permit Affected

Records Marked	Records Copied	App File No. or Decree Name	Original Permit No.	Replacement Permit	Replacement Permit	Replacement Permit
☐	☐	G-12420	G-11577			

Key Dates & Initial Actions

Fees Paid: October 15, 2019 \$990.00	
Acknowledgement Letter Sent ☒	WM District: 11 Initial Notice: 11/26/2019

Processing Dates & Actions

Draft PFO to Data w/draft Permits: _____	
Draft PFO Mailed: _____	Public Notice: _____ Comments Rec'd: Yes / No
Proposed Final Order: _____	Public Notice: _____ Protest Period Ends: _____
Final Order: _____	FO & Permits mailed: _____

DPFO Review (Optional) Reviewer: _____ Date: _____ Changes Made: _____ Date: _____ Mailed: _____	PFO Review (Salem) Reviewer: _____ Date: _____ Changes Made: _____ Date: _____ Sig. Bin Date: _____	Final Order Review (Salem) Reviewer: <i>Withdrawn</i> <i>PKS</i> Date: <i>1/14/20</i> Changes Made: _____ Date: _____ Sig. Bin Date: _____
Comments/Special Issues: <i>Withdrawn - SAP</i>		

Special Order Volume: Vol *114* Pages *9101*

Review Checklist

T-13273

Caseworker:

APPLICATION (OAR 680-325-0040)

CW		CW	
☐	Appropriately signed	☐	Appropriate Fees Paid
☐	All required Attachments Received	☐	Permit "C" Date has not expired
☐	Use is for irrigation, nursery, agricultural, stock watering, or temperature control	☐	Applicant is not a unit of local government, port, water authority, or a district
☐	Is the Permit located within an Irrigation District? District Name and address provided?	☐	Check for any other authorized Permit Amendments that are not reflected on the Permit

DETERMINING THE "SPLIT"

(Make working copy of application and permit to mark on)

PR	CW		PR	CW	
☐	☐	The maps adequately show the lands assigned to each landowner and meet the requirements of OAR 690-325-0050	☐	☐	Application & Permit tabulations match. (Mark on Permit and cert. copies and note corrections needed)

DEPARTMENT REVIEW (OAR 690-325-0070)

PR	CW		YES	NO	
☐	☐	OAR 690-325-0070(1)(a) The mailing address of each owner of the authorized place of use has been verified	☐	☐	Notes: Use interactive mapper and assessor's page
☐	☐	OAR 690-325-0070(1)(b) The deed(s) supplied with the application match(es) the properties proposed for assignment	☐	☐	Notes:
☐	☐	OAR 690-325-0070(1)(c) The most recent water use under the permit, if any, has been exercised within the relevant terms and conditions of the water right permit.	☐	☐	Notes:
☐	☐	OAR 690-325-0070(1)(d) Will the splitting of the Permit result in enlargement of the original Permit?	☐	☐	Notes:
☐	☐	OAR 690-325-0070(1)(d) Will the splitting of the Permit result in Injury to other water right holders?	☐	☐	Notes:

REPLACEMENT PERMITS (OAR 690-325-0110)

PR	CW		PR	CW	
☐	☐	Are the same conditions from the original permit included on the replacement permits?	☐	☐	Notes:



Oregon

Kate Brown, Governor

Water Resources Department

North Mall Office Building

725 Summer St NE, Ste A

Salem, OR 97301

Phone: 503-986-0900

Fax: 503-986-0904

www.Oregon.gov/OWRD

December 4, 2019

ASPEN LAKES DEVELOPMENT LLC
16900 ASPEN LAKES DR
SISTERS, OR 97759

Reference: Application T-13273

On October 15, 2019, we received your signed contract to split a permit. The contract was accompanied by \$990.00. Our receipt number 131058 is enclosed.

The Department will issue a Draft Proposed Final Order with Draft Permits for your review within thirty days. Refer to the following page for a chart showing the steps and expected timelines for the processing of your application.

If you have any questions, please contact the Transfer Section at (503) 986-0815.

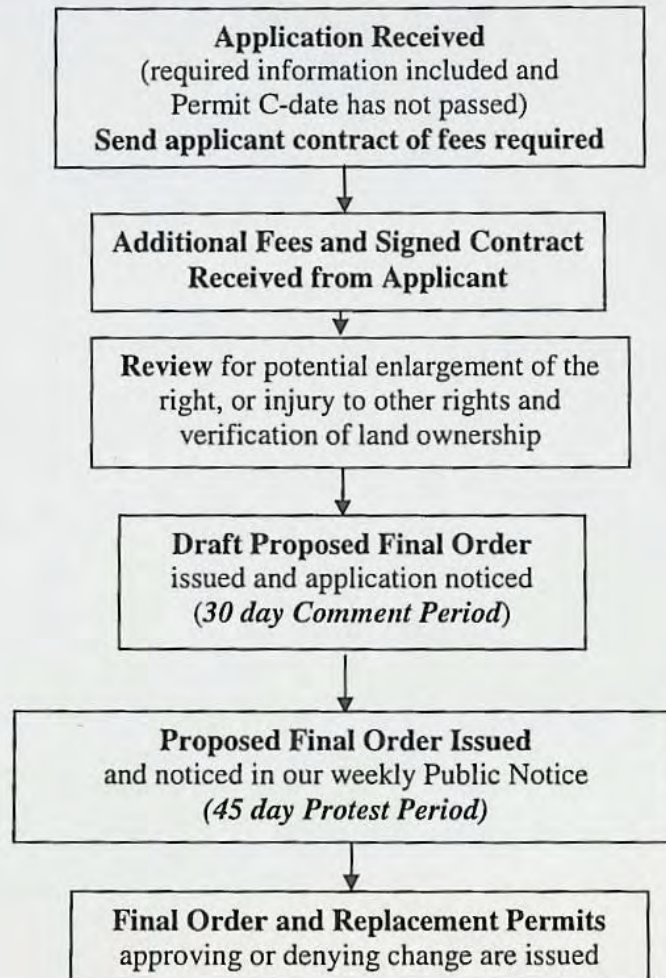
Cc: Watermaster Dist. #11 (via email)
John A. Short, Agent
Deschutes Land Trust

Enclosure



Split a Permit Process

ORS 537.225





Oregon

Kate Brown, Governor

Water Resources Department

725 Summer St NE, Suite A

Salem, OR 97301

(503) 986-0900

Fax (503) 986-0904

September 12, 2019

ASPEN LAKES DEVELOPMENT LLC
16900 ASPEN LAKES DR
SISTERS, OR 97759

RE: Split a Permit Application

We are in receipt of your application to Split a Permit and Request for Issuance of Replacement Permits. Our Receipt #130700 for your \$125.00 for the estimated cost to process our application is enclosed.

Also enclosed is the Applicant's Agreement which includes the estimated cost of the work to be performed. In order to commence work, the Agreement must be signed and accompanied with the full payment of the estimated maximum cost.

Please read the Agreement thoroughly and follow the instructions to proceed with the process. Please mail the signed contract and check in the amount of \$^{690.00}0.00 prior to **October 12, 2019**, to:

Oregon Water Resources Department
Attn: Arla L Davis
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266

If you have any questions, please contact me at (503) 986-0806 or via e-mail at arla.l.davis@oregon.gov

Sincerely,

Arla L Davis
Transfer Specialist
Transfer and Conservation Section

Enclosures

cc: John A. Short., Water Rights Services, LLC, agent *(via email)*
Jeremy Giffin, District 11 Watermaster *(via email)*

SPLIT A PERMIT
TIME TRACKING SHEET

T- 100007

Date	Item	Caseworker	Time/hrs (¼ hrs)
	Review Application, draft Draft PFO and replacement Permits		
	Peer Review of Draft PFO and replacement Permits		
	Data: Review of replacement Permits	Data	
	Changes to Draft PFO and replacement Permits and issuance of Draft Proposed Final Order, prepare notice of application for weekly public notice.		
	Mail DRAFT PFO, cc of app, existing permit, and draft replacement Permits to all landowners. Weekly Public Notice and workflow	Support	
	Review comments received and draft Proposed Final Order w/draft replacement Permits and draft public notice		
	Peer review Proposed Final Order w/draft replacement Permits and public notice		
	Mail PFO with draft replacement permits to each landowner and commenter. Weekly Public Notice and workflow	Support	
	Verify no protests have been filed. Prepare Final Order and Replacement Permits.		
	Peer review Final Order and Replacement Permits		
	Issue Final Order and Replacement Permits		
	Mail Final Order and Replacement Permits to Landowners. Workflow	Support	

SPLIT A PERMIT

Estimate of Work

Permit #: G-11577

Name(s) of Applicant: ASPEN LAKES DEVELOPMENT LLC
16900 ASPEN LAKES DR
SISTERS, OR 97759

Other Landowners: DESCHUTES LAND TRUST
210 NW IRVING AVENUE #102
BEND, OR 97701

Action Item	Est. Time (hr.)
Review Application for Completeness	
Verify mailing address of each owner of the authorized place of use	
Verify deeds match properties proposed for assignments	
Verify most recent water use under the permit has been exercised within relevant terms and conditions of permit	
Assess application for enlargement of the original permit and injury to other water right holders	
Review and prepare draft documents	
Peer review, issue, mail, and publish draft PFO	
Peer review, issue, mail, and publish PFO	
Peer review, issue and mail Final Order	
Total	

Total Hours: x \$60.00/hr = \$

TOTAL ESTIMATE DUE: \$

Split A Permit Application Checklist

Checked by PKS

Date 9/5/2019

☒ 1. Permit #: G-11577 Permit "C Date": 10/1/2040
Has "C Date" Expired? If YES, , CANNOT ACCEPT.

☒ 2. Permit Type of Use: IR, IS If other than irrigation, nursery, temperature control, stock watering or agriculture, , CANNOT ACCEPT

☒ 3. Is Applicant a unit of local government, port, water authority, or a district? If YES, , CANNOT ACCEPT.

(If OK, check box to left; if not, fill in the blank)

☐ 4. Page 1 of application: Are the attachments listed below actually included?

Required Attachments

☒	Completed application map with CWRE signature.
☒	Completed Affidavit of Non-Conveyance and Reading of Permit.
☒	Copy of recorded deed.
☒	a) Agreement as to assignment if all landowners are applicants, or b) Information identifying names, addresses, and proportionate interest for those not submitting the assignment and request
☐	Completed Cost of Work Estimate Form

*Department
has fee*

If not, what box is not checked and/or what attachment is missing? _____

☒ 5. Is the \$125.00 non-refundable fee included? _____

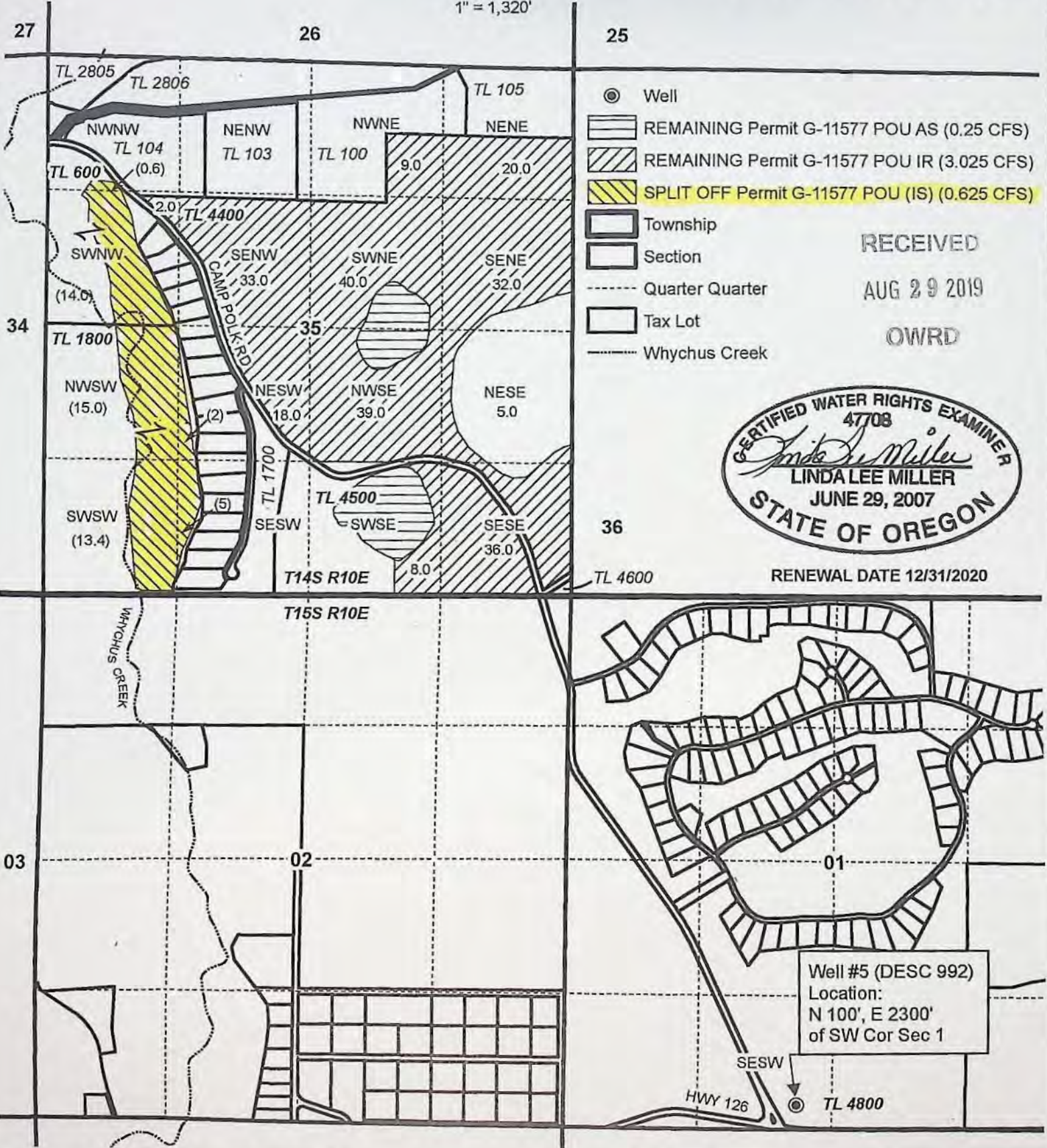
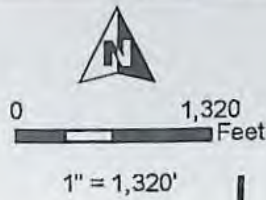
☒ 6. Part 3 of application: Have all the applicants listed in Part 3 signed the application?
If not, whose signature is missing? _____

☒ 7. Part 4 of application: Is the permit shown by WRIS as non-cancelled?

8. If all #1-#7 boxes on this checklist are checked (with no remaining deficiencies identified), accept the application and place it along with this checklist in the "split a permit" orange folder, pull the water right application file and rubber band the orange folder to the water right application file.

If #4, #5, #6, or #7 on this checklist are deficient, the application CANNOT be accepted. It should be returned and the deficiencies should be listed in the "staff" section of the Application Page 1, unless the applicant or agent can resolve the deficiencies within 2-3 days.

**T14S R10E &
T15S R10E, WM
DESCHUTES COUNTY, OR**



**SPLIT-A-PERMIT MAP
Aspen Lakes**

This map is not intended
to provide legal dimensions
or locations of property
ownership lines.



WATER RIGHT SERVICES, LLC

PO BOX 1830, BEND, OR 97709
WWW.OREGONWATER.US CCB # 197121
johnshort@usa.com 541-389-2837

Please use additional pages of Table 2 as needed

Table 2. Description of Permit #G-11577.

List all parts of the permit (both assigned and unassigned). For the acreage or place(s) of use in each $\frac{1}{4}$ $\frac{1}{4}$, list the Map ID (letter or number from map and Parts 3 and 4) for each parcel. The acreage listed must equal the total acreage on the permit.

Description of Permitted Lands												
Twp		Rng		Sec	¼ ¼		Tax Lot	Gvt Lot or DLC	Acre (if applicable)	Type of Use	POD(s) or POA(s) (name or number from Table 1)	Map ID (letter or number from map and Parts 3 and 4)
2	S	9	E	15	NE	NW	100		15.0	IR	POD #1	"A"
2	S	9	E	15	NE	NW	200		4.0	NU	POD #2	"B"
↑EXAMPLE↑												
14	S	10	E	35	NE	NE			20.0	IR	Well #5	4400
"	"	"	"	"	NW	NE			9.0	IR	"	4400
"	"	"	"	"	SW	NE			40.0	IR, AS	"	4400
"	"	"	"	"	SE	NE			32.0	IR	"	4400
"	"	"	"	"	NW	NW			0.6	IS	"	600
"	"	"	"	"	SW	NW			2.0	IR	"	4400
"	"	"	"	"	SW	NW			14.0	IS	"	600
"	"	"	"	"	SE	NW			33.0	IR	"	4400
"	"	"	"	"	NE	SW			18.0	IR	"	4400
"	"	"	"	"	NE	SW			2.0	IS	"	1800
"	"	"	"	"	NW	SW			15.0	IS	"	1800
"	"	"	"	"	SW	SW			13.4	IS	"	1800
"	"	"	"	"	SE	SW			5.0	IS	"	1800
"	"	"	"	"	NE	SE			5.0	IR	"	4400
"	"	"	"	"	NW	SE			39.0	IR, AS	"	4400
"	"	"	"	"	SW	SE			8.0	IR, AS	"	4500
"	"	"	"	"	SE	SE			36.0	IR	"	4400, 4500
TOTAL ACRES									242.0 IR 50.0 IS 25.0 AS	RECEIVED		

RECEIVED

AUG 29 2019

OWRD

TACS



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.wrd.state.or.us

Application to Split A Permit and Request for Issuance of Replacement Permits (ORS 537.225)

Part 1 of 5 – Minimum Requirements Checklist

This application will be returned if Parts 1 through 5 and all required attachments are not completed and included.

For questions, please call (503) 986-0900, and ask for Transfer Section.

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Check all items included with this application.

- ☒ Part 1 – Completed Minimum Requirements Checklist.
- ☒ Part 2 – Completed Application Map Checklist.
- ☒ Part 3 – Completed Application with non-refundable \$125.00 Application Fee, Applicant(s)' Information and Signature(s).
- ☒ Part 4 – Other Landowner Information and proportionate rate(s).
- ☒ Part 5 – Water Right Permit Information. List the permit number to be assigned here: G-11577.

Attachments:

- ☒ Completed application map prepared by Certified Water Right Examiner (CWRE).
- ☒ Completed Affidavit(s) from the applicant(s):
 - ☒ Certifying the permit has not been conveyed or withheld, and remains appurtenant to the applicant's land.
 - ☒ Certifying the applicant has read the permit.
- ☒ Copy(s) of current recorded deed(s) showing that the applicant(s) is/are an owner of the land(s) to which the permit is appurtenant.

INSTRUCTIONS for editing the Application Form

Photocopy pages or tables in Part 5, ~~mark through~~ any non-applicable information, insert/attach photocopied pages to document in the appropriate location, and manually amend page numbers as necessary (e.g., Page 5 of 9 10).

You may refer to additional attachments that you may include, such as separately produced tables or spreadsheets to convey large numbers of rows of place of use listings, owner/property parcels, etc. You may contact the Department at 503-986-0900 and ask for Transfer Staff if you have questions.

For Staff Accounting Purposes Only – PCA #46110 Object #_____

Part 2 of 5 –Application Map Checklist

This application will be returned if any of the map requirements listed below are not met.

Please be sure that the map you submit is based upon the original water right application map or permit amendment map and includes all the items listed below and meets the requirements of OAR 690-325-0050. Check all boxes that apply.

The map shall not include any unauthorized change to the authorized place of use outside of its original perimeters as exhibited on the original water right application map or approved permit amendment map nor any unauthorized change to the location of the point(s) of diversion or appropriation as exhibited on the original water right application map or approved permit amendment map.

RECEIVED

AUG 29 2019

OWRD

- ☒ Certified Water Right Examiner (CWRE) Stamp and Signature. For a list of CWRE's, see http://apps.wrd.state.or.us/apps/wr/cwre_license_view/.
- ☒ Permanent quality printed with dark ink on good quality paper.
- ☒ The size of the map can be 8½ x 11 inches, 8½ x 14 inches, or up to 30 x 30 inches. For 30 x 30 inch maps, one additional paper copy and an electronic copy in a .pdf, .tiff or .jpg format is required.
- ☒ A north arrow, a legend, and scale. The scale of the map must be: 1 inch = 400 feet, 1 inch = 1,320 feet, the scale of the county assessor map if the scale is not smaller than 1 inch = 1,320 feet, or a scale that has been pre-approved by the Department.
- ☒ Township, Range, Section, ¼ ¼, DLC, Government Lot, and other recognized public land survey lines.
- ☒ Tax lot boundaries (property lines) are required. Tax lot numbers are recommended.
- ☒ Major physical features including rivers and creeks showing direction of flow, lakes and reservoirs, roads, and railroads.
- ☒ Major water delivery system features from the point(s) of diversion/appropriation such as main pipelines, canals, and ditches.
- ☒ The place of use of each applicant's portion of the water right permit shall be clearly defined by outline and shaded or hachured and shall show the number of acres for each portion in each quarter-quarter section, government lot, or quarter-quarter section as projected within government lots, donation land claims, or other recognized public land survey subdivisions. If the permit has multiple priority dates or uses, the lands to be served by each priority date and on which use is authorized, must be separately identified.
- ☒ The place of use of any part of the permit **not** being assigned shall be clearly defined by outline and shaded or hachured and shall show the number of acres for each portion in each quarter-quarter section, government lot, or quarter-quarter section as projected within government lots, donation land claims, or other recognized public land survey subdivisions. If the permit has multiple priority dates or uses, the lands to be served by each priority date and on which use is authorized, must be separately identified.
- ☒ Each applicant's portion of the permit shall be referenced, by either alphabet letter or number, to each applicant(s) listed in the application form.
- ☒ The rate and any applicable acre-feet allowance of water use under the permit for each applicant's portion of the permit shall be clearly labeled on the map.
- ☒ The location of each authorized point of diversion or appropriation.

Please use additional pages as needed

Part 3 of 5 – Applicant Information and Signature

Applicant Information

APPLICANT/BUSINESS NAME ASPEN LAKES DEVELOPMENT, LLC		MAP ID (LETTER OR NUMBER) 4400 & 4500	PHONE NO. 541-771-4980	ADDITIONAL CONTACT NO.
ADDRESS 16900 ASPEN LAKES DR				FAX NO.
CITY SISTERS	STATE OR	ZIP 97759	E-MAIL	
BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER AND REPLACEMENT PERMIT DOCUMENTS WILL ALSO BE MAILED.				

Agent Information – This agent is authorized to represent the above applicant in all matters relating to this application

AGENT/BUSINESS NAME JOHN A. SHORT / WATER RIGHT SERVICES, LLC		PHONE NO. 541-389-2837	ADDITIONAL CONTACT NO.
ADDRESS P.O. BOX 1830			FAX NO.
CITY BEND	STATE OR	ZIP 97709	E-MAIL JOHNSHORT@USA.COM
BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER AND REPLACEMENT PERMIT DOCUMENTS WILL ALSO BE MAILED.			

ORS 536.050(1)(aa) authorizes the Oregon Water Resources Department (OWRD) to collect fees based upon the actual cost of work to process an application under ORS 537.225.

I (we) understand the following:

- Upon receipt of my complete application and the non-refundable application fee in the amount of \$125.00, OWRD will, within fifteen (15) days, notify me in writing of the estimate of the cost of work.
- The non-refundable \$125.00 fee covers the cost of OWRD's staff to evaluate and provide the cost of work estimate for processing the application.
- Upon receiving the estimate I may agree or decline to enter into a formal contract to pay the estimated cost of work in advance to initiate the processing of the application.
- If I decline to enter into a formal contract, OWRD will close my application.
- An incomplete or inaccurate application may delay the process and increase the cost to process my request.
- OWRD does not guarantee a favorable review of the application.

I (we) affirm that the most recent water use (if any) under my (our) portion of the permit has been exercised within the relevant terms and conditions of the permit.

I (we) affirm that the information contained in this application is true and accurate.

RECEIVED

AUG 29 2019

OWRD

Applicant signature

Brad Chalfant
Name (and title if applicable) (print)
Executive Director

Date

7/9/19

Applicant signature

mat cyrus
Name (and title if applicable) (print)
manager member

Date

8/16/19

Please use additional pages as needed

Part 4 of 5 – Other Landowner Information

Please list the owner(s) of land under the permit who are not submitting the assignment and request for issuance of replacement water right permit.

Landowner Information

LANDOWNER/BUSINESS NAME DESCHUTES LAND TRUST		MAP ID (LETTER OR NUMBER) 600 & 1800	
MAILING ADDRESS 210 NW IRVING AVENUE # 102	CITY BEND	STATE OR	ZIP 97701
TOTAL NUMBER OF ACRES UNDER THE PERMIT (AS DEPICTED ON MAP) 50 ACRES	PROPORTIONATE RATE .625 CFS		

Landowner Information

LANDOWNER/BUSINESS NAME N/A		MAP ID (LETTER OR NUMBER)	
MAILING ADDRESS	CITY	STATE	ZIP
TOTAL NUMBER OF ACRES UNDER THE PERMIT (AS DEPICTED ON MAP)	PROPORTIONATE RATE		

Landowner Information

LANDOWNER/BUSINESS NAME N/A		MAP ID (LETTER OR NUMBER)	
MAILING ADDRESS	CITY	STATE	ZIP
TOTAL NUMBER OF ACRES UNDER THE PERMIT (AS DEPICTED ON MAP)	PROPORTIONATE RATE		

Landowner Information

LANDOWNER/BUSINESS NAME N/A		MAP ID (LETTER OR NUMBER)	
MAILING ADDRESS	CITY	STATE	ZIP
TOTAL NUMBER OF ACRES UNDER THE PERMIT (AS DEPICTED ON MAP)	PROPORTIONATE RATE		

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Part 5 of 5 – Permit Information

PERMIT # G-11577

Completion date of the permit: G-11577

Name(s) currently appearing on permit: KMB ENTERPRISES

Type(s) of use as listed on permit: IR, IS, AS

Note: Type of use must be one or more of the following uses approved for assignment under ORS 537.225(1) and OAR 690-325-0010: irrigation, nursery, temperature control, stock watering, or agricultural water use.

Table 1. Location of Authorized Point(s) of Diversion (POD) or Appropriation (POA)

POD/POA Name or Number	If POA, OWRD Well Log ID# (or Well ID Tag # L-___)	Twp		Rng		Sec	¼ ¼		Tax Lot, DLC or Gov't Lot	Measured Distances (from a recognized survey corner)
Well # 5	DESC 992	15	S	10	E	1	SE	SW		N 100', E 2300' of SW Cor S1

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Please use additional pages of Table 2 as needed

Table 2. Description of Permit #G-11577.

List all parts of the permit (both assigned and unassigned). For the acreage or place(s) of use in each ¼ ¼, list the Map ID (letter or number from map and Parts 3 and 4) for each parcel. The acreage listed must equal the total acreage on the permit.

Description of Permitted Lands												
Twp		Rng		Sec	¼ ¼		Tax Lot	Gvt Lot or DLC	Acres (if applicable)	Type of Use	POD(s) or POA(s) (name or number from Table 1)	Map ID (letter or number from map and Parts 3 and 4)
2	S	9	E	15	NE	NW	100		15.0	IR	POD #1	"A"
2	S	9	E	15	NE	NW	200		4.0	NU	POD #2	"B"
↑EXAMPLE↑												
14	S	10	E	35	NE	NE			20.0	IR	Well #5	4400
"	"	"	"	"	NW	NE			9.0	IR	"	4400
"	"	"	"	"	SW	NE			40.0	IR, AS	"	4400
"	"	"	"	"	SE	NE			32.0	IR	"	4400
"	"	"	"	"	NW	NW			0.6	IS	"	600
"	"	"	"	"	SW	NW			2.0	IR	"	4400
"	"	"	"	"	SW	NW			14.0	IS	"	600
"	"	"	"	"	SE	NW			33.0	IR	"	4400
"	"	"	"	"	NE	SW			18.0	IR	"	4400
"	"	"	"	"	NE	SW			2.0	IS	"	1800
"	"	"	"	"	NW	SW			15.0	IS	"	1800
"	"	"	"	"	SW	SW			13.4	IS	"	1800
"	"	"	"	"	SE	SW			5.0	IS	"	1800
"	"	"	"	"	NE	SE			5.0	IR	"	4400
"	"	"	"	"	NW	SE			39.0	IR, AS	"	4400
"	"	"	"	"	SW	SE			8.0	IR, AS	"	4500
"	"	"	"	"	SE	SE			36.0	IR	"	4400, 4500
TOTAL ACRES									242.0 IR 50.0 IS 25.0 AS	RECEIVED		

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Permit #

Check the appropriate box, if applicable:

☐ Check here if any portion of the permit is located within an irrigation or other water district.

IRRIGATION DISTRICT NAME N/A	ADDRESS	
CITY	STATE	ZIP

☐ Check here if water for any portion of the permit is supplied under a water service agreement or other contract for stored water with a federal agency or other entity.

ENTITY NAME N/A	ADDRESS	
CITY	STATE	ZIP

Additional Remarks:

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Oregon Water Resources
Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.wrd.state.or.us

Application to Split A Permit and Request for Issuance of Replacement Permits

Affidavit of Non-Conveyance and Reading of Permit G-11577

State of Oregon

)

) ss

County of Deschutes

)

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I/We, ASPEN LAKES DEVELOPMENT, LLC, mailing address 16900 ASPEN LAKES DR, SISTERS, OR 97759, telephone number (541)330-0017, being first duly sworn depose and say:

1. Permit G-11577, has not been conveyed or withheld and remains appurtenant to my/our land.
2. I/We attest that I/we have read Permit G-11577.

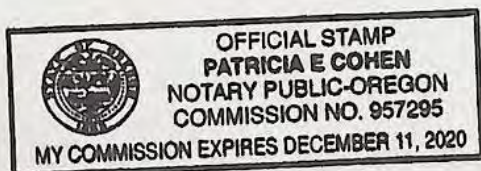
Signature of Affiant

Date

Signature of Affiant

Date

Signed and sworn to (or affirmed) before me this 16th day of August, 2019.



Patricia E. Cohen
Notary Public for Oregon

My Commission Expires: 12-11-2020



Oregon Water Resources
Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.wrd.state.or.us

Application to Split A Permit and Request for Issuance of Replacement Permits

Affidavit of Non-Conveyance and Reading of Permit G-11577

State of Oregon)

County of Deschutes)

) ss
)

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I/We, DESCHUTES LAND TRUST, mailing address 210 NW IRVING AVE # 102, BEND, OR 97701,
telephone number (541)330-0017, being first duly sworn depose and say:

1. Permit G-11577 has not been conveyed or withheld and remains appurtenant to my/our
land.

2. I/We attest that I/we have read Permit G-11577.

Signature of Affiant

Date

Signature of Affiant

Date

Signed and sworn to (or affirmed) before me this 9th day of July, 2019.

Patricia E Cohen
Notary Public for Oregon

My Commission Expires: 12-11-2020





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THIS SPACE RESERVED FOR RECORDER'S USE

After recording return to:

Deschutes Land Trust, an Oregon non-profit benefit corporation

210 NW Irving Ave. Suite 102

Bend, OR 97701

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

Deschutes Land Trust, an Oregon non-profit benefit corporation

210 NW Irving Ave. Suite 102

Bend, OR 97701

File No. 137037AM

Deschutes County Official Records 2017-009767

D-D

Stn=0 BN

03/14/2017 02:40:00 PM

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

\$58.00

I, Nancy Blankenship, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Nancy Blankenship - County Clerk

STATUTORY WARRANTY DEED

Aspen Investments LLC who acquired title as Aspen Lakes Development LLC,

Grantor(s), hereby convey and warrant to

Deschutes Land Trust, an Oregon non-profit benefit corporation,

Grantee(s), the following described real property in the County of Deschutes and State of Oregon free of encumbrances except as specifically set forth herein:

Tract B, The Rim at Aspen Lakes, recorded March 19, 1990 in Cabinet C, Page 388, Deschutes County, Oregon.

FOR INFORMATION PURPOSES ONLY, THE MAP/TAX ACCT #(S) ARE REFERENCED HERE:

141035B0 00600

141035C0 01800

The true and actual consideration for this conveyance is \$800,000.00.

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

Deed for TL 600 & 1800

Return To:



BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 8 day of March 2017.

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Aspen Investments LLC

By: [Signature]
Matthew Cyrus, Member

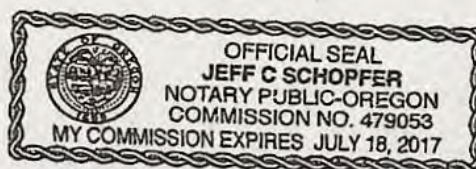
State of
County of

OR} ss
Deschutes}

On this 8 day of March, in the year 2017, before me, Jeff C Schopfer, a Notary Public in and for said state, personally appeared Matthew Cyrus known or identified to me to be the Managing Member in the Limited Liability Company known as Aspen Investments LLC, who executed the foregoing instrument, and acknowledged to me that he/she executed the same in said LLC name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Notary Public for the State of OR
Residing at: Deschutes County
Commission Expires: 7/18/17



STATE OF OREGON
COUNTY OF DESCHUTES

PERMIT TO APPROPRIATE THE PUBLIC WATERS

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THIS PERMIT IS HEREBY ISSUED TO

KMB ENTERPRISES
17204 HIGHWAY 126
SISTERS, OREGON 97759

503-548-3149

to use the waters of WELL #5 in the SQUAW CREEK BASIN for PRIMARY IRRIGATION OF 242.0 ACRES, SUPPLEMENTAL IRRIGATION OF 50.0 ACRES AND MAINTAINING 25.0 ACRES OF PONDS FOR AESTHETICS.

This permit is issued approving Application G-12420. The date of priority is FEBRUARY 20, 1991. The use is limited to not more than 1740 GALLONS PER MINUTE (GPM), BEING 1638 GPM FOR IRRIGATION AND 112 GPM FOR PONDS or its equivalent in case of rotation, measured at the well.

The well is located as follows:

SE 1/4 SW 1/4, SECTION 1, T 15 S, R 10 E, W.M.; 100 FEET NORTH AND 2300 FEET EAST FROM SW CORNER, SECTION 1.

The amount of water used for irrigation under this right, together with the amount secured under any other right existing for the same lands, is limited to a diversion of ONE-EIGHTIETH of one cubic foot per second (or its equivalent) and 3.0 acre-feet for each acre irrigated during the irrigation season of each year. This right is limited to any deficiency in the available supply of any prior right existing for the same land.

The use shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the proposed place of use under this permit is as follows:

	PRIMARY	SUPPLEMENTAL	PONDS
NE 1/4 NE 1/4	20.0 ACRES		
NW 1/4 NE 1/4	9.0 ACRES		
SW 1/4 NE 1/4	40.0 ACRES		SW 1/4 NE 1/4
SE 1/4 NE 1/4	32.0 ACRES		
NW 1/4 NW 1/4		0.6 ACRE	
SW 1/4 NW 1/4	2.0 ACRES	14.0 ACRES	
SE 1/4 NW 1/4	33.0 ACRES		
NE 1/4 SW 1/4	18.0 ACRES	2.0 ACRES	
NW 1/4 SW 1/4		15.0 ACRES	
SW 1/4 SW 1/4		13.4 ACRES	
SE 1/4 SW 1/4		5.0 ACRES	
NE 1/4 SE 1/4	5.0 ACRES		
NW 1/4 SE 1/4	39.0 ACRES		NW 1/4 SE 1/4
SW 1/4 SE 1/4	8.0 ACRES		SW 1/4 SE 1/4
SE 1/4 SE 1/4	36.0 ACRES		
SECTION 35			
TOWNSHIP 14 SOUTH, RANGE 10 EAST, W.M.			

This development was reviewed and approved by the Water Resources Commission on JULY 17, 1992.

The well shall be constructed in accordance with the General Standards for the Construction and Maintenance of Water Wells in Oregon. The works shall be equipped with a usable access port, and may also include an air line and pressure gauge adequate to determine water level elevation in the well at all times. The permittee shall install and maintain a weir, meter, or other suitable measuring device, and shall keep a complete record of the amount of ground water withdrawn.

Application G-12420

Water Resources Department

PERMIT G-11577

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PAGE TWO

Prior to receiving a certificate of water right, the permit holder shall submit the results of a pump test meeting the department's standards, to the Water Resources Department. The Director may require water level or pump test results every ten years thereafter.

Actual construction work shall begin on or before July 20, 1993, and shall be completed on or before October 1, 1994. Complete application of the water shall be made on or before October 1, 1995.

The LANDOWNER shall develop a plan to monitor and report the impact of water use under this permit on water levels within the aquifer that provides water to the permitted well(s). The plan shall be submitted to the Department within one year of the date the permit is issued and shall be subject to the approval of the Department. At a minimum, the plan shall include a program to periodically measure static water levels within the permitted well(s) or an adequate substitute such as water levels in nearby wells. The plan shall also stipulate a reference water level against which any water-level declines will be compared. If a well listed on this permit displays a total static water-level decline of 25 or more feet over any period of years, as compared to the reference level, then the LANDOWNER shall discontinue use of, or reduce the rate or volume of withdrawal from, the well(s). Such action shall be taken until the water level recovers to above the 25-foot decline level or until the Department determines, based on the LANDOWNER'S or the Department's data and analysis, that no action is necessary because the aquifer in question can sustain the observed declines without adversely impacting the resource or senior water rights. The LANDOWNER shall in no instance allow excessive decline to occur within the aquifer as a result of use under this permit.

If substantial interference with a senior water right occurs due to withdrawal of water from any well listed on this permit, then use of water from the well(s) shall be discontinued or reduced and/or the schedule of withdrawal shall be regulated until or unless the Department approves or implements an alternative administrative action to mitigate the interference. The Department encourages junior and senior appropriators to jointly develop plans to mitigate interferences.

Failure to comply with any of the provisions of this permit may result in action including, but not limited to, restrictions on the use, civil penalties, or cancellation of the permit.

This permit is for beneficial use of water without waste. The water user is advised that new regulations may require use of best practical technologies or conservation practices to achieve this end.

By law, the land use associated with this water use must be in compliance with statewide land-use goals and any local acknowledged land-use plan.

Issued this date, July 20, 1992.

/s/ MARTHA O. PAGEL

Water Resources Department
Martha O. Pagel
Director

B ext. to 10-1-95

B+C 10-1-96

ext. BC97

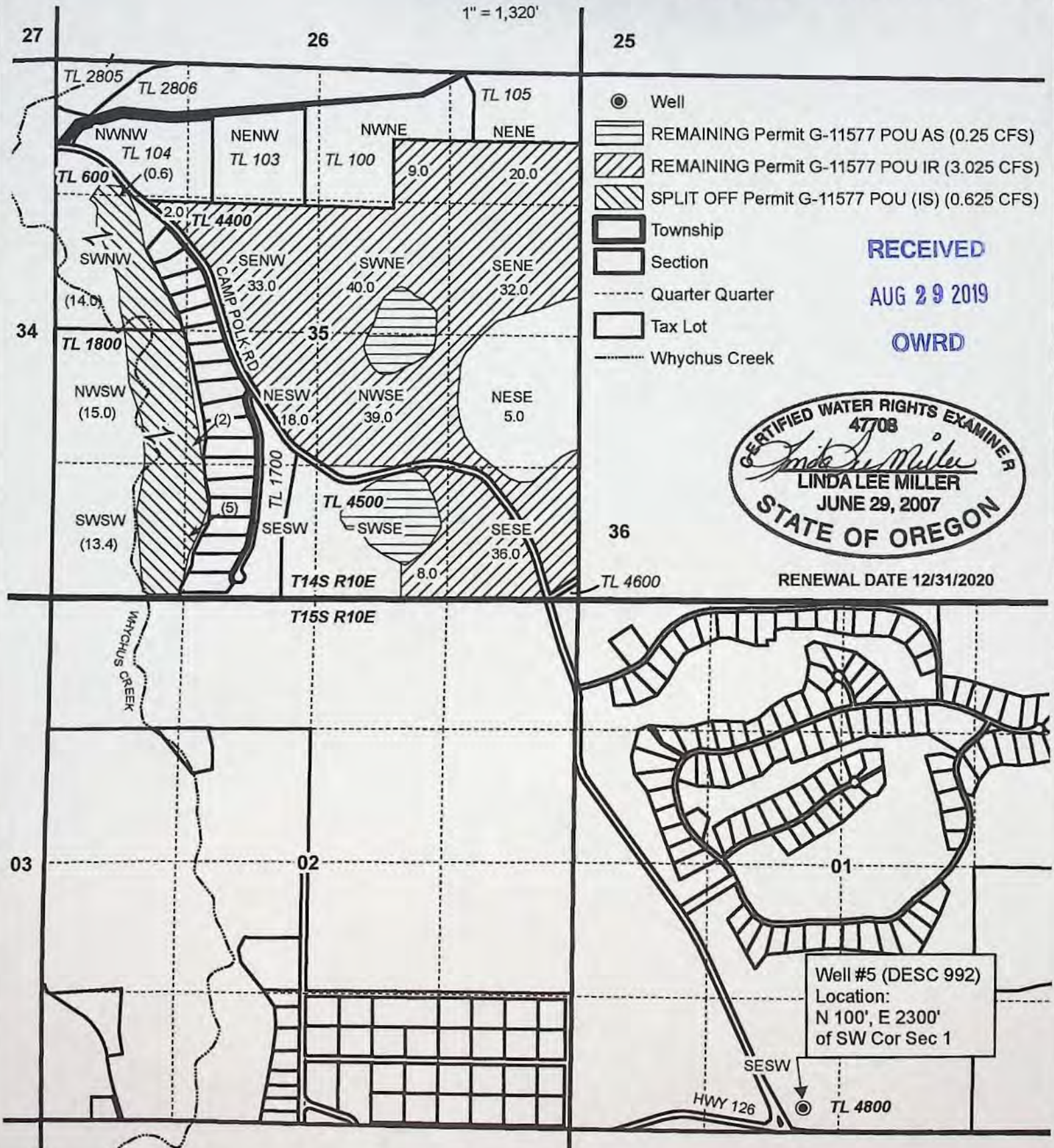
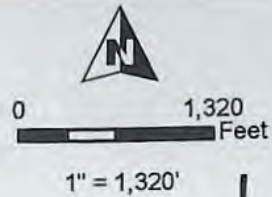
ext. C15

Application G-12420
Basin 5
G-12420.TES

Water Resources Department
Volume 1 Squaw Creek & Misc.
MGMT.CODES 3BW, 4HG, 4IG

PERMIT G-11577
District 11

**T14S R10E &
T15S R10E, WM
DESCHUTES COUNTY, OR**



**SPLIT-A-PERMIT MAP
Aspen Lakes**

Ap G-12420 Permit G-11577 Date: 3/6/2019

This map is not intended to provide legal dimensions or locations of property ownership lines.



WATER RIGHT SERVICES, LLC
PO BOX 1830, BEND, OR 97709
WWW.OREGONWATER.US CCB # 197121
johnshort@usa.com 541-389-2837

2
96674 126
RECORDATION REQUESTED BY:

20
WHEN RECORDED MAIL TO:

Lewis Hanson and Company, Inc.
P. O. Box 766
Albany OR 97321

SEND TAX NOTICES TO:

Lewis Hanson and Company, Inc.
P. O. Box 766
Albany OR 97321

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2007-08440



\$126.00

00527724200700084400200207

02/09/2007 12:52:59 PM

M-DT Cnt=1 Stn=2 JS

\$100.00 \$11.00 \$10.00 \$5.00

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SECOND DEED OF TRUST

THIS DEED OF TRUST is dated, January 25, 2007, is made and executed between ASPEN LAKES DEVELOPMENT, L.L.C. whose address is 16900 Aspen Lakes Drive, Sisters OR 97759 ("Grantor"); LEWIS HANSON AND COMPANY, INC., TRUSTEE FOR ASPEN LAKES TRACT "O" 2ND LOAN whose address is P. O. BOX 766, ALBANY OR 97321 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and JAMES H. JORDAN, Attorney, whose address is P. O. BOX 983, ALBANY OR 97321 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, represented in the Note dated January 25, 2007, in the original principal amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00), from Borrower 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 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 materials, (the "Real Property") located in DESCHUTES County, State of Oregon; described as follows:

Tract O, GOLF COURSE ESTATES AT ASPEN LAKES PHASE 2, Deschutes County, Oregon.

The Real Property or its address is commonly known as No situs address in Sisters OR 97759.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower 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 Borrower or 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:

Deed for TL 4400

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GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court judgment, decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust and any and all Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY: Borrower and Grantor agree that Borrower's and 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; (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

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prior to Grantor's ownership or interest in the Property, whether or not he 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.

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. 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 nor to 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, 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 one year, lease-option, 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. However, this option shall not be exercised by Lender if such is prohibited by federal law or by Oregon law.

TAXES AND LIENS. The following provisions relating to taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due 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 assessment 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 replacement value covering all improvements on the Real Property in an amount to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender, together with such other hazard and liability 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 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 sole 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, Lender at its sole option, can hold insurance proceeds and distribute them directly to any contractors or anyone else that makes improvements upon the real property after a damage or loss. In the event, upon making improvements to the real property from insurance funds paid to Lender and/or Grantor(s), any overage, i.e., amounts remaining in excess of the actual cost to replace improvements and fixtures (excluding any labor provided by Grantor(s) personally), shall, at the discretion of the Lender, be applied toward the principal balance and/or any other amounts past due and then owing. 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.

Compliance with Existing Indebtedness. During the period in which any existing indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such existing indebtedness shall constitute compliance with the insurance provisions under this Deed of Trust, to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the existing indebtedness.

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LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, (C) to make repairs to the Property or to comply with any obligation to maintain existing indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate of eighteen (18%) percent per annum 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 (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of the applicable insurance policy; or (2) the remaining term of the Note; or (C) 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. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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 the existing indebtedness section below 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 Promises. All promises, agreements, and statements Grantor has made 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 Borrower's indebtedness is paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness are a part of this Deed of Trust:

Existing Lien. The lien of this Deed of Trust securing the indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the existing indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

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 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 and registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) 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; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

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 (1) pays the tax before it becomes delinquent, or (2) 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.

THIS DOCUMENT CONSTITUTES A FIXTURE FILING THAT WILL HAVE AN EFFECTIVE PERIOD UNTIL THIS DEED OF TRUST IS RECONVEYED OR SATISFIED OF RECORD OR ITS EFFECTIVENESS OTHERWISE TERMINATES REGARDING THE PROPERTY IN ACCORDANCE WITH ORS 79.0515(7).

Granting Clause. All of Grantor's interest in and to all fixtures and property now or hereafter attached to or used in the operation of the Property including, but not limited to, heating and incinerating apparatus and equipment; boilers; engines; motors; dynamos; generating equipment; telephone and other communication systems; piping and plumbing fixtures; ranges, cooking apparatus, and mechanical kitchen equipment; refrigerators, cooling, ventilating, sprinkling, and vacuum cleaning systems; fire-extinguishing apparatus; gas and electrical fixtures; irrigation equipment; carpeting; under-padding; elevators; escalators; partitions, mantels; built-in mirrors; window shades, blinds, screens, storm sashes, and awnings; furnishings of public spaces, halls, and lobbies; and shrubbery and plants; and all renewals or replacements of them or articles in substitution for them. All property mentioned in this subsection will be deemed part of the realty and not severable either wholly or in part without material injury to the Property.

Fixture Filing. The recording of this Deed of Trust will be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property and is to be recovered with the appropriate authority where the Property (including fixtures) is situated.

Effective Fixture Filing Date. This fixture filing will have an effective period until this Deed of Trust is reconveyed or satisfied of record or its effectiveness otherwise terminates as to the Property.

Fixtures and Personal Property. With respect to any fixtures or personal property subject to a security interest in favor of Beneficiary, Beneficiary may exercise any and all of the right and remedies of a secured party under the Oregon Uniform Commercial Code.

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 execute financing statements and take whatsoever other action is requested by Lender to perfect and continue Lender's security interest in the 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. This mailing address 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 prerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, 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 (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) 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 matter 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 Borrower 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. At Lender's option, Grantor will be in default under this Deed of Trust if any of the following happen:

Payment Default. Borrower fails to make any payment when due under the indebtedness.

Break Other Promises. Borrower or Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Deed of Trust or in any agreement related to this Deed of Trust.

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. If such a failure is curable and if Borrower or Grantor has not been given a notice of breach of the same provisions of this Deed of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Borrower or Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within thirty (30) days; or (b) if the cure requires more than thirty (30) days, immediately indicates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Default in Favor of Third Parties. Should Borrower or any 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 Borrower's or any Grantor's ability to repay the indebtedness or perform their respective obligations under this Deed of Trust or any of the Related Documents.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other credit or person that may materially affect any of Grantor's property or Borrower's or any 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 representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust of the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

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 an time and for any reason.

Insolvency. The insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or 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 Borrower or Grantor.

Taking of the Property. Any creditor or governmental agency tries to take any of the Property or any other of Borrower's or Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Borrower's or Grantor's account with Lender. However, if Borrower or Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Borrower or Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower of 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 Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guarantor 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.

Insecurity. Lender in good faith believes itself insecure.

Existing Indebtedness. The payment of any installment or principal or any interest on the existing indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing each indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

Right to Cure. If such a failure is curable and if Borrower or 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 (and no Event of Default will have occurred) if Borrower or Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within thirty (30) days; or (b) if the cure requires more than thirty (30) days, immediately initiates steps sufficient to cure the failure 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. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Deed of Trust, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclosure by notice and sale, and Lender shall have the right to foreclosure 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 of 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 Borrower or Grantor to take possession 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 (1) pay a reasonable rental for the use of the Property, or (2) 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 indented 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, Borrower and Grantor hereby waive any and all rights to have the Property marshaled. 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 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 rate of eighteen (18%) percent per annum 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 power and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all power 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) to 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 will 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 instruments 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 or register number 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 by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person'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. It will be Grantor's responsibility to tell the others of the notice from Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. What is written in this Deed of Trust and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Deed of Trust. To be effective, any change or amendment to this Deed of Trust must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

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 be 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 and interpreted in accordance with federal law and the laws of the State of Oregon.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit the jurisdiction of the courts of LINN County, State of Oregon.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Deed of Trust unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does not agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Deed of Trust. Grantor also understands that if Lender does not consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest and notice of dishonor.

Severability. If a court finds that any provision of this Deed of Trust is not valid or should not be enforced, that fact by itself will not mean that the rest of this Deed of Trust will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Deed of Trust even if a provision of this Deed of Trust may be found to be invalid or enforceable.

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 the 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 the Deed of Trust of liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all right and benefits of the homestead exemption laws of the State of Oregon as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust:

Beneficiary. The word "Beneficiary" means LEWIS HANSON AND COMPANY, INC. TRUSTEE FOR ASPEN LAKES TRACT "O" 2ND LOAN, and its successors and assigns.

Borrower. The word "Borrower" means ASPEN LAKES DEVELOPMENT, L.L.C., and includes all co-signers and co-makers signing the Note.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., regulations adopted pursuant thereto or intended to protect human health or the environment.

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.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of the Deed of Trust.

Grantor. The word "Grantor" means ASPEN LAKES DEVELOPMENT, L.L.C.

Hazardous Substances. The words "Hazardous Substances" means materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause, pose or present potential hazards to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials, or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum, including crude oil and any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and all 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 LEWIS HANSON AND COMPANY, INC. TRUSTEE FOR ASPEN LAKES TRACT "O" 2ND LOAN, its successors and assigns. The words "successors and assigns" means any person or company that acquires any interest in the Note.

Note. The word "Note" means the promissory note dated JANUARY 25, 2007, in the original principal amount of \$150,000.00 from the Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is FEBRUARY 9, 2017.

Personal Property. The words "Real Property" means collectively the Real Property and the Personal Property.

Property. The word "Property" means the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" means all promissory notes, credit agreements, loan agreements, environmental agreements, indemnity 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 JAMES H. JORDAN, Attorney, whose address is P. O. BOX 983, ALBANY OR 97321, and any substitute or successor trustees.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

ASPEN LAKES DEVELOPMENT, L.L.C.

BY: Matthew K. Cyrus
MATTHEW K. CYRUS

BY: O. Keith Cyrus
O. KEITH CYRUS

BY: Pamela K. Mitchell
PAMELA K. MITCHELL

RECEIVED

AUG 29 2019

OWRD

ACKNOWLEDGMENT

STATE OF OREGON)
County of Deschutes) ss

On this 25 day of JANUARY, 2007, before me, the undersigned Notary Public, personally appeared MATTHEW K. CYRUS, O. KEITH CYRUS and PAMELA K. MITCHELL as MEMBERS of ASPEN LAKES DEVELOPMENT, L.L.C. who executed the Deed of Trust and acknowledged the Deed of Trust to be his/her/their/its free and voluntary act and deed.

By: _____

Notary Public for the State of Oregon

My commission expires

07-22-07



REQUEST FOR FULL RECONVEYANCE
(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and hold 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: _____

RECORDATION REQUESTED BY:

WHEN RECORDED MAIL TO:

Lewis Hanson and Company, Inc.
P. O. Box 766
Albany OR 97321

HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT

THIS HAZARDOUS SUBSTANCES AGREEMENT dated January 25, 2007, is made and executed between ASPEN LAKES DEVELOPMENT, L.L.C. (sometimes referred to below as "Borrower" and sometimes as "Indemnitor"); and LEWIS HANSON AND COMPANY, INC. TRUSTEE FOR ASPEN LAKES TRACT "O" 2nd LOAN (referred below as "Lender"). For good and valuable consideration and to induce Lender to make a Loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

Property Description. The word "Property" as used in this Agreement means the following Real Property located in DESCHUTES County, State of Oregon; more particularly described as follows:

Tract O, GOLF COURSE ESTATES AT ASPEN LAKES PHASE 2, Deschutes County, Oregon.

The Real Property or its address is commonly known as No situs address in Sisters OR 97759.

REPRESENTATIONS. The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing:

Use of Property. After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substance by any person on, under, or about the Property.

Hazardous Substances. After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that the Property, whenever and whether owned by previous Occupants, has ever contained asbestos, PCB or other Hazardous Substances, whether used in construction or stored on the Property.

No Notices. Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department or any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters or onto any lands or where damages may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or other natural resources.

AFFIRMATIVE COVENANTS. Subject to disclosures made and accepted by Lender in writing, Indemnitor covenants with Lender as follows:

Use of Property: Indemnitor will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances.

Compliance with Environmental Laws. Indemnitor shall cause the Property and the operations conducted on it to comply with any and all Environmental Laws and orders of any governmental authorities having jurisdiction under any Environmental Laws and shall obtain, keep in effect and comply with all governmental

permits and authorizations required by Environmental Laws with respect to such Property or operations. Indemnitor shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals of them and shall notify Lender of any expiration or revocation of such permits or authorizations.

Preventive, Investigatory and Remedial Action. Indemnitor shall exercise extreme care in handling Hazardous Substances if Indemnitor uses or encourages any. Indemnitor, at Indemnitor's expense, shall undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment, and other remedial action) (a) required by any applicable Environmental Laws or order by any governmental authority having jurisdiction under Environmental Laws, or (b) necessary to prevent or minimize property damage (including damage to Occupant's own property), personal injury or damage to the environment, or the threat of any such damage or injury, by release of or exposure to Hazardous Substances in connection with the Property or operations of any Occupant on the property. In the event Indemnitor fails to perform any of Indemnitor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations at Indemnitor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Indemnitor to Lender upon demand with interest at eighteen (18%) percent per annum. Lender and Indemnitor intend that Lender shall have full recourse to Indemnitor for any sum at any time due to Lender under this Agreement. In performing any such obligations of Indemnitor, Lender shall at all times be deemed to be the agent of Indemnitor and shall not by reason of such performance be deemed to be assuming any responsibility of Indemnitor under any Environmental Law or to any third party. Indemnitor hereby irrevocably appoints Lender as Indemnitor's attorney-in-fact with full power to perform such of Indemnitor's obligations under this section of the Agreement as Lender deems necessary and appropriate.

Notices. Indemnitor shall immediately notify Lender upon becoming aware of any of the following:

- (1) Any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws.
- (2) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property or the operations conducted on the Property.
- (3) Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property.
- (4) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.
- (5) Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent Lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Indemnitor's ability to perform any of its obligations under this Agreement when such performance is due.

Access to Records. Indemnitor shall deliver to Lender, at Lender's request, copies of any and all documents in Indemnitor's possession or to which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operations conducted on the Property, including without limitation results of laboratory analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports.

Inspections. Lender reserves the right to inspect and investigate the Property and operations on it at any time and from time to time, and Indemnitor shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Indemnitor or any Occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Agreement or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, Lender may require Indemnitor at Indemnitor's expense, to furnish Lender at Indemnitor's expense an environmental audit or a

site assessment with respect to the matters of concern to Lender. Such audit or assessment shall be performed by a qualified consultant approved by Lender. 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 any Indemnitor or to any other person.

INDEMNITOR'S WAIVER AND INDEMNIFICATION. Indemnitor hereby indemnifies and holds harmless Lender and Lender's officers, directors, employees and agents, and Lender's successors and assigns and their officers, directors, employees and agents against any and all claims, demands, losses, liabilities, costs and expenses (including without limitation attorneys' fees at trial and on any appeal or petition for review) incurred by such person (a) arising out of or relating to any investigatory or remedial action involving the Property, the operations conducted on the Property or any other operations of Indemnitor or any Occupant and required by Environmental Laws or by orders of any governmental authority having jurisdiction under any Environmental Laws, or (b) on account of injury to any person whatsoever or damage to any property arising out of, in connection with, or in any way relating to (i) the breach of any covenant contained in this Agreement, (ii) the violation of any Environmental Laws, (iii) the use, treatment, storage, generation, manufacture, transport, release, spill, disposal or other handling of Hazardous Substances on the Property, (iv) the contamination of any of the Property by Hazardous Substances by any means whatsoever (including without limitation any presently existing contamination of the Property), or (v) any costs incurred by Lender pursuant to this Agreement. In addition to this indemnity, Indemnitor hereby releases and waives all present and future claims against Lender for indemnity or contribution in the event Indemnitor becomes liable to cleanup or other costs under any Environmental Laws.

PAYMENT: FULL RECOURSE TO INDEMNITOR. Indemnitor intends that Lender shall have full recourse to Indemnitor for Indemnitor's obligations under this Agreement as they become due to Lender. Such liabilities, losses, claims, damages and expenses shall be reimbursable to Lender as Lender's obligations to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Indemnitor shall pay such liability, losses, claims, damages and expenses to Lender as so incurred within thirty (30) days after written notice from Lender. Lender's notice shall contain a brief itemization of the amounts incurred to the date of such notice. In addition to any remedy available for failure to pay periodically such amounts, such amounts shall thereafter bear interest at eighteen (18%) percent per annum.

SURVIVAL. The covenants contained in this Agreement shall survive (A) the repayment of the Indebtedness, (B) any foreclosure, whether judicial or nonjudicial, of the Property, and (C) any delivery of a deed in lieu of foreclosure to Lender or any successor of Lender. The covenants contained in this Agreement shall be for the benefit of Lender and any successor to Lender, as holder of any security interest in the Property or the indebtedness secured thereby, or as owner of the Property following foreclosure or the delivery of a deed in lieu of foreclosure.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. What is written in this Agreement is Indemnitor's entire agreement with Lender concerning the matters covered by this Agreement. To be effective, any change or amendment to this Agreement must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may adjudge reasonable 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 part of the indebtedness payable on demand and shall bear interest at eighteen percent (18%) per annum 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 and title insurance, to the extent permitted by applicable law. Indemnitor also will pay any court costs, in addition to all other sums provided by law.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by and interpreted in accordance with federal law and the laws of the State of Oregon.

Choice of Venue. If there is a lawsuit, Indemnitor agrees upon Lender's request to submit to the jurisdiction of the courts of LINN County, State of Oregon.

Joint and Several Liability. All obligations of Indemnitor under this Agreement shall be joint and several, and all references to Indemnitor shall mean each and every Indemnitor. This means that each Indemnitor signing below is responsible for all obligations in this Agreement.

No Waiver by Lender. Indemnitor understands Lender will not give up any of Lender's rights under this Agreement unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Indemnitor will not have to comply with the other provisions of this Agreement. Indemnitor also understands that if Lender does not consent to a request, that does not mean that Indemnitor will not have to acquire Lender's consent again if the situation happens again. Indemnitor further understands that just because Lender consents to one or more of Indemnitor's requests, that does not mean Lender will be required to consent to any of Indemnitor's future requests. Indemnitor waives presentment, demand for payment, protest, and notice of dishonor. Indemnitor hereby waives notice of acceptance of this Agreement by Lender. **Notices.** Any notice required to be given under this Agreement 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 Agreement. Any person may change his or her address for notices under this Agreement by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Indemnitor agrees to keep Lender informed at all times of Indemnitor's current address. Unless otherwise provided or required by law, if there is more than one Indemnitor, any notice given by Lender to any Indemnitor is deemed to be notice given to all Indemnitors. It will be Indemnitor's responsibility to tell the other of the notice from Lender.

Severability. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Indemnitor's interest, this Agreement 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 Indemnitor, Lender, without notice to Indemnitor, may deal with Indemnitor's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Indemnitor from the obligations for this Agreement or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following words shall have the following meanings when used in this Agreement:

Agreement. The word "Agreement" means this Hazardous Substances Agreement, as this Hazardous Substances Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Agreement from time to time.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended,

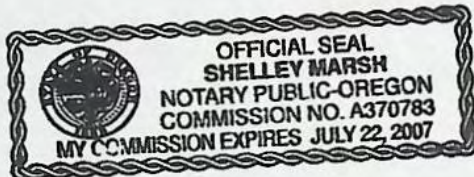
ACKNOWLEDGMENT

STATE OF OREGON)
County of Deschutes)^{ss}

On this 25 day of JANUARY, 2007, before me, the undersigned Notary Public, personally appeared MATTHEW K. CYRUS, O. KEITH CYRUS, and PAMELA K. MITCHELL, as Members of ASPEN LAKES DEVELOPMENT, LLC who executed the Hazardous Substances Certificate and Indemnity Agreement and acknowledged the Agreement to be his/her/their free and voluntary act and deed.

By: *Shelley Marsh*
Notary Public for the State of Oregon

My commission expires 07-22-07



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DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2009-11852

\$126.00



00660127200000118520200208

03/23/2009 12:31:02 PM

M-DT Cnt=1 Stn=1 BN

\$100.00 \$11.00 \$10.00 \$5.00

RECORDATION REQUESTED BY:

WHEN RECORDED MAIL TO:

Lewis Hanson and Company, Inc.
P. O. Box 766
Albany OR 97321

SEND TAX NOTICES TO:

Lewis Hanson and Company, Inc.
P. O. Box 766
Albany OR 97321

BLANKET DEED OF TRUST

20 THIS DEED OF TRUST is dated, MARCH 20, 2009 between, O. KEITH CYRUS and CONIDA E. CYRUS, tenants in common, as to Parcel 1; MATTHEW K. CYRUS, O. KEITH CYRUS and PAMELA K. CYRUS, as to Parcel 2; OMER KEITH CYRUS and CONIDA E. CYRUS, as tenants by the entirety, as to Parcel 3; O. KEITH CYRUS and CONIDA E. CYRUS, tenants in common, and OMER KEITH CYRUS and CONIDA E. CYRUS, as tenants by the entirety, as to Parcel 4; O. KEITH CYRUS and CONIDA E. CYRUS, tenants in common, as to Parcel 5; OMER K. CYRUS and CONIDA E. CYRUS, as tenants in common, as to Parcel 6; ASPEN INVESTMENTS LLC, an Oregon Limited Liability Company, as to Parcel 7; ASPEN LAKES DEVELOPMENT, LLC, as to Parcel 8, Parcel 9 and Parcel 10; and O. KEITH CYRUS and CONIDA E. CYRUS, as tenants by the entirety, as to Parcel 11 whose address 16900 ASPEN LAKES DRIVE, SISTERS, OR 97759 ("Grantor"); LEWIS HANSON AND COMPANY, INC., TRUSTEE FOR CYRUS FARM LOAN, CLOVERDALE LOAN, CLOVERDALE 702 LOAN, CLOVERDALE 702 2ND LOAN, CYRUS PARCEL 9 LOAN, ASPEN INVESTMENTS LOAN, ASPEN INVESTMENTS 2ND LOAN, ASPEN LAKES DEVELOPMENT LOAN, ASPEN LAKES LOT 101 LOAN, ASPEN LAKES LOT 106 LOAN, ASPEN LAKES LOT 116 LOAN, ASPEN LAKES LOT 117 LOAN, ASPEN LAKES TRACT "O" LOAN, ASPEN LAKES TRACT "O" 2ND LOAN and CYRUS PARCEL 8 LOAN whose address is P. O. BOX 766, ALBANY OR 97321 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and JAMES H. JORDAN, Attorney, whose address is P.O. BOX 983, ALBANY OR 97321 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, represented in the Notes dated, JANUARY 25, 2007; OCTOBER 29, 2007; MARCH 31, 2008; JULY 21, 2008; FEBRUARY 9, 2009 and MARCH 20, 2009, in the original principal amount of FOUR MILLION EIGHT HUNDRED FIFTYTHOUSAND AND NO/100 DOLLARS (\$ 4,850,000.00), from Borrower 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 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 materials, (the "Real Property") located in DESCHUTES County, State of Oregon; described as follows:

See Attached Exhibit "A"

The Real Property or its address is commonly known as PARCEL 1 - 16850 Jordan Rd., N 1/2 of Section 13, W of Cloverdale Rd, Sisters, OR 97759; PARCEL 2 - 16947, 16827, 16856 and 17037 Golden Stone Drive, Sisters, OR 97759; PARCELS 3, 4, & 5 - 68195 Cloverdale Road, Sisters, OR 97759; PARCEL 6 - 16809 Hwy 126, Sisters, OR 97759; PARCEL 7 - 17155 Hwy 126, Sisters, Oregon 97759; PARCELS 8, 9 & 10 - No situs address in Sisters, OR 97759; PARCEL 11 - Cloverdale Road/Highway 126, Sisters, OR 97759.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower 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

Page 1 - Deed of Trust

Recorded by AmeriTitle as an accommodation only. No liability is accepted for the condition of title or for the validity, sufficiency, or effect of this document.

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AUG 29 2019

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After recording, return to
AmeriTitle
15 OREGON AVENUE, BEND

113003

Deed for TL 4500

RECEIVED

AUG 29 2019

OWRD

whether Borrower or 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:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court judgment, decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust and any and all Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY: Borrower and Grantor agree that Borrower's and 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; (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 he 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.

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. 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 nor to 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, 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 one year, lease-option, 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. However, this option shall not be exercised by Lender if such is prohibited by federal law or by Oregon law.

TAXES AND LIENS. The following provisions relating to taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due 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 assessment 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, material men'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 replacement value covering all improvements on the Real Property in an amount to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender, together with such other hazard and liability insurance as Lender may reasonably require. Policies shall be written in form, amounts, coverage's 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 coverage's 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 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 sole 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. Lender at its sole option, can hold insurance proceeds and distribute them directly to any contractors or anyone else that makes improvements upon the real property after a damage or loss. In the event, upon making improvements to the real property from insurance funds paid to Lender and/or Grantor(s), any overage, i.e., amounts remaining in excess of the actual cost to replace improvements and fixtures (excluding any labor provided by Grantor(s) personally), shall, at the discretion of the Lender, be applied toward the principal balance and/or any other amounts past due and then owing. 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.

Compliance with Existing Indebtedness. During the period in which any existing indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such existing indebtedness shall constitute compliance with the insurance provisions under this Deed of Trust, to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the existing indebtedness.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, (C) to make repairs to the Property or to comply with any obligation to maintain existing indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate of eighteen (18%) percent per annum 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 (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of the applicable insurance policy; or (2) the remaining term of the Note; or (C) 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. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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 the existing indebtedness section below 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 Promises. All promises, agreements, and statements Grantor has made 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 Borrower's indebtedness is paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness are a part of this Deed of Trust:

Existing Lien. The lien of this Deed of Trust securing the indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the existing indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement, which has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

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 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 and registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) 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; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

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 (1) pays the tax before it becomes delinquent, or (2) 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.

THIS DOCUMENT CONSTITUTES A FIXTURE FILING THAT WILL HAVE AN EFFECTIVE PERIOD UNTIL THIS DEED OF TRUST IS RECONVEYED OR SATISFIED OF RECORD OR ITS EFFECTIVENESS OTHERWISE TERMINATES REGARDING THE PROPERTY IN ACCORDANCE WITH ORS 79.0515(7).

Granting Clause. All of Grantor's interest in and to all fixtures and property now or hereafter attached to or used in the operation of the Property including, but not limited to, heating and incinerating apparatus and equipment; boilers; engines; motors; dynamos; generating equipment; telephone and other communication systems; piping and plumbing fixtures; ranges, cooking apparatus, and mechanical kitchen equipment; refrigerators, cooling, ventilating, sprinkling, and vacuum cleaning systems; fire-extinguishing apparatus; gas and electrical fixtures; irrigation equipment; carpeting; under-padding; elevators; escalators; partitions, mantels; built-in mirrors; window shades, blinds, screens, storm sashes, and awnings; furnishings of public spaces, halls, and lobbies; and shrubbery and plants; and all renewals or replacements of them or articles in substitution for them. All property mentioned in this subsection will be deemed part of the realty and not severable either wholly or in part without material injury to the Property.

Fixture Filing. The recording of this Deed of Trust will be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property and is to be recovered with the appropriate authority where the Property (including fixtures) is situated.

Effective Fixture Filing Date. This fixture filing will have an effective period until this Deed of Trust is reconveyed or satisfied of record or its effectiveness otherwise terminates as to the Property.

Fixtures and Personal Property. With respect to any fixtures or personal property subject to a security interest in favor of Beneficiary, Beneficiary may exercise any and all of the right and remedies of a secured party under the Oregon Uniform Commercial Code.

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.

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Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatsoever other action is requested by Lender to perfect and continue Lender's security interest in the 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. This mailing address 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 prerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, 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 (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) 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 matter 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 Borrower 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. At Lender's option, Grantor will be in default under this Deed of Trust if any of the following happen:

Payment Default. Borrower fails to make any payment when due under the indebtedness. Failure to make any payment includes, but is not limited to, failure to make any payment under the terms of the Promissory Note signed by the borrower inclusive of any late penalties or any other amounts payable thereunder.

Break Other Promises. Borrower or Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Deed of Trust or in any agreement related to this Deed of Trust.

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. If such a failure is curable and if Borrower or Grantor has not been given a notice of breach of the same provisions of this Deed of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Borrower or Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within thirty (30) days; or (b) if the cure requires more than thirty (30) days, immediately indicates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Default in Favor of Third Parties. Should Borrower or any 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 Borrower's or any Grantor's ability to repay the indebtedness or perform their respective obligations under this Deed of Trust or any of the Related Documents.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other credit or person that may materially affect any of Grantor's property or Borrower's or any 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 representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust of the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

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.

Insolvency. The insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or 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 Borrower or Grantor.

Taking of the Property. Any creditor or governmental agency tries to take any of the Property or any other of Borrower's or Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Borrower's or Grantor's account with Lender. However, if Borrower or Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Borrower or Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or 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 Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guarantor 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.

Insecurity. Lender in good faith believes itself insecure.

Existing Indebtedness. The payment of any installment or principal or any interest on the existing indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing each indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

Right to Cure. If such a failure is curable and if Borrower or 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 (and no Event of Default will have occurred) if Borrower or Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within thirty (30) days; or (b) if the cure requires more than thirty (30) days, immediately initiates steps sufficient to cure the failure 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. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Deed of Trust, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty, which Borrower would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclosure by notice and sale, and Lender shall have the right to foreclosure 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 of 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 Borrower or Grantor to take possession 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 (1) pay a reasonable rental for the use of the Property, or (2) 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 indented 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, Borrower and Grantor hereby waive any and all rights to have the Property marshaled. 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 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 rate of eighteen (18%) percent per annum 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 power and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all power 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) to 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 will 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 or register number 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 by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person'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. It will be Grantor's responsibility to tell the others of the notice from Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. What is written in this Deed of Trust and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Deed of Trust. To be effective, any change or amendment to this Deed of Trust must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

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 be 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 and interpreted in accordance with federal law and the laws of the State of Oregon.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit the jurisdiction of the courts of LINN County, State of Oregon.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Deed of Trust unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does not agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Deed of Trust. Grantor also understands that if Lender does not consent to a request that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest and notice of dishonor.

Severability. If a court finds that any provision of this Deed of Trust is not valid or should not be enforced, that fact by itself will not mean that the rest of this Deed of Trust will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Deed of Trust even if a provision of this Deed of Trust may be found to be invalid or enforceable.

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 the 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 the Deed of Trust of liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all right and benefits of the homestead exemption laws of the State of Oregon as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust:

Beneficiary. The word "Beneficiary" means LEWIS HANSON AND COMPANY, INC. TRUSTEE FOR CYRUS FARM LOAN, CLOVERDALE LOAN, CLOVERDALE 702 LOAN, CLOVERDALE 702 2ND LOAN, CYRUS PARCEL 9 LOAN, ASPEN INVESTMENTS LOAN, ASPEN INVESTMENTS 2ND LOAN, ASPEN LAKES DEVELOPMENT LOAN, ASPEN LAKES LOT 101 LOAN, ASPEN LAKES LOT 106 LOAN, ASPEN LAKES LOT 116 LOAN, ASPEN LAKES LOT 117 LOAN, ASPEN LAKES TRACT "O" LOAN, ASPEN LAKES TRACT "O" 2ND LOAN and CYRUS PARCEL 8 LOAN, and its successors and assigns.

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Borrower. The word "Borrower" means O. KEITH CYRUS and CONIDA E. CYRUS, tenants in common, as to Parcel 1; MATTHEW K. CYRUS, O. KEITH CYRUS and PAMELA K. CYRUS, as to Parcel 2; OMER KEITH CYRUS and CONIDA E. CYRUS, as tenants by the entirety, as to Parcel 3; O. KEITH CYRUS and CONIDA E. CYRUS, tenants in common, and OMER KEITH CYRUS and CONIDA E. CYRUS, as tenants by the entirety, as to Parcel 4; O. KEITH CYRUS and CONIDA E. CYRUS, tenants in common, as to Parcel 5; OMER K. CYRUS and CONIDA E. CYRUS, as tenants in common, as to Parcel 6; ASPEN INVESTMENTS LLC, an Oregon Limited Liability Company, as to Parcel 7; ASPEN LAKES DEVELOPMENT, LLC, as to Parcel 8, Parcel 9 and Parcel 10 and O. KEITH CYRUS and CONIDA E. CYRUS, as tenants by the entirety, as to Parcel 11 and includes all co-signers and co-makers signing the Note.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., regulations adopted pursuant thereto or intended to protect human health or the environment.

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.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of the Deed of Trust.

Grantor. The word "Grantor" means O. KEITH CYRUS and CONIDA E. CYRUS, tenants in common, as to Parcel 1; MATTHEW K. CYRUS, O. KEITH CYRUS and PAMELA K. CYRUS, as to Parcel 2; OMER KEITH CYRUS and CONIDA E. CYRUS, as tenants by the entirety, as to Parcel 3; O. KEITH CYRUS and CONIDA E. CYRUS, tenants in common, and OMER KEITH CYRUS and CONIDA E. CYRUS, as tenants by the entirety, as to Parcel 4; O. KEITH CYRUS and CONIDA E. CYRUS, tenants in common, as to Parcel 5; OMER K. CYRUS and CONIDA E. CYRUS, as tenants in common, as to Parcel 6; ASPEN INVESTMENTS LLC, an Oregon Limited Liability Company, as to Parcel 7; ASPEN LAKES DEVELOPMENT, LLC, as to Parcel 8, Parcel 9 and Parcel 10 and O. KEITH CYRUS and CONIDA E. CYRUS, as tenants by the entirety, as to Parcel 11.

Hazardous Substances. The words "Hazardous Substances" means materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause, pose or present potential hazards to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials, or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum, including crude oil and any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and all 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.

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Lender. The word "Lender" means LEWIS HANSON AND COMPANY, INC. TRUSTEE FOR CYRUS FARM LOAN, CLOVERDALE LOAN, CLOVERDALE 702 LOAN, CLOVERDALE 702 2ND LOAN, CYRUS PARCEL 9 LOAN, ASPEN INVESTMENTS LOAN, ASPEN INVESTMENTS 2ND LOAN, ASPEN LAKES DEVELOPMENT LOAN, ASPEN LAKES LOT 101 LOAN, ASPEN LAKES LOT 106 LOAN, ASPEN LAKES LOT 116 LOAN, ASPEN LAKES LOT 117 LOAN, ASPEN LAKES TRACT "O" LOAN, ASPEN LAKES TRACT "O" 2ND LOAN and CYRUS PARCEL 8 LOAN, its successors and assigns. The words "successors and assigns" means any person or company that acquires any interest in the Note.

Note. The word "Note" means the promissory note dated JANUARY 25, 2007; OCTOBER 29, 2007; MARCH 31, 2008; JULY 21, 2008, FEBRUARY 9, 2009 & MARCH 20 2009, in the original principal amount of \$ 4,850,000.00 from the Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement. The maturity dated of the Notes are JANUARY 25, 2017; OCTOBER 29, 2017; MARCH 31, 2018; JULY 21, 2018, FEBRUARY 9, 2019 & MARCH 20, 2019.

Personal Property. The words "Real Property" means collectively the Real Property and the Personal Property.

Property. The word "Property" means the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" means all promissory notes, credit agreements, loan agreements, environmental agreements, indemnity 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 JAMES H. JORDAN, Attorney, whose address is P. O. BOX 983, ALBANY OR 97321, and any substitute or successor trustees.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

By: Omer K. Cyrus 3-20-09
OMER K. CYRUS DATE

By: Conida E. Cyrus 3/20/09
CONIDA E. CYRUS DATE

ACKNOWLEDGMENT

STATE OF OREGON)
County of Deschutes) ss.

On this 20 day of MARCH 2009, before me, the undersigned Notary Public, personally appeared OMER K. CYRUS and CONIDA E. CYRUS, who executed the Deed of Trust and acknowledged the Deed of Trust to be their free and voluntary act and deed.

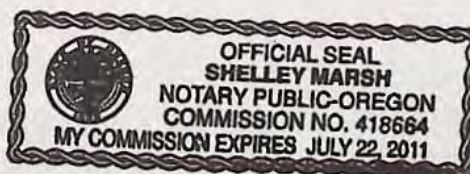
By: Shelley Marsh
Notary Public for the State of Oregon

My Commission Expires: 07-22-11

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GRANTOR:

By: O. Keith Cyrus 3-20-09
 O. KEITH CYRUS DATE
 (AKA: OMER KEITH CYRUS)

By: Conida E. Cyrus 3/20/09
 CONIDA E. CYRUS DATE

By: Matthew K. Cyrus 3/20/09
 MATTHEW K. CYRUS DATE

By: Pamela K. Cyrus 3/20/09
 PAMELA K. CYRUS DATE
 (AKA: PAMELA K. MITCHELL)

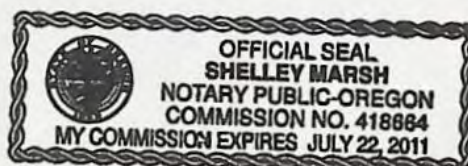
ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
 County of Deschutes)

On this 20 day of MARCH ^{ss}~~FEBRUARY~~, 2009, before me, the undersigned Notary Public, personally appeared O. KEITH CYRUS, CONIDA E. CYRUS, MATTHEW K. CYRUS and PAMELA K. CYRUS (aka PAMELA K. MITCHELL), who executed the Deed of Trust and acknowledged the Deed of Trust to be their free and voluntary act and deed.

By: Shelley Marsh
 Notary Public for the State of Oregon

My Commission Expires: 07-22-11



GRANTOR:

ASPEN INVESTMENTS, LLC

By: O. Keith Cyrus 3-20-09
 O. KEITH CYRUS DATE
 Member

By: Matthew K. Cyrus 3/20/09
 MATTHEW K. CYRUS DATE
 Member

By: Pamela K. Cyrus 3-20-09
 PAMELA K. CYRUS DATE
 Member

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ACKNOWLEDGMENT

STATE OF OREGON)
County of Deschutes) ss.

On this 20 day of MARCH, 2009, before me, the undersigned Notary Public, personally appeared O. KEITH CYRUS, MATTHEW K. CYRUS and PAMELA K. MITCHELL as MEMBERS of ASPEN INVESTMENTS, LLC, an Oregon Limited Liability Company, who executed the Deed of Trust and acknowledged the Deed of Trust to be their free and voluntary act and deed.

By: Shelley Marsh
Notary Public for the State of Oregon

My Commission Expires: 07-22-11



GRANTOR:

ASPEN LAKES DEVELOPMENT, LLC

By: O. Keith Cyrus 3-20-09
O. KEITH CYRUS DATE
Member

By: Matthew K. Cyrus 3/20/09
MATTHEW K. CYRUS DATE
Member

By: Pamela K. Cyrus 3-20-09
PAMELA K. CYRUS DATE
Member

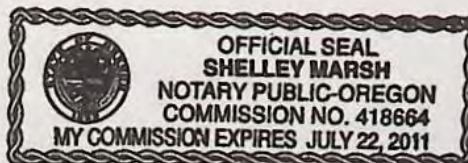
ACKNOWLEDGMENT

STATE OF OREGON)
County of Deschutes) ss.

On this 20 day of MARCH, 2009, before me, the undersigned Notary Public, personally appeared O. KEITH CYRUS, MATTHEW K. CYRUS and PAMELA K. MITCHELL as MEMBERS of ASPEN LAKES DEVELOPMENT, LLC, an Oregon Limited Liability Company, who executed the Deed of Trust and acknowledged the Deed of Trust to be their free and voluntary act and deed.

By: Shelley Marsh
Notary Public for the State of Oregon

My Commission Expires: 07-22-11



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REQUEST FOR FULL RECONVEYANCE
(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and hold 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: _____

EXHIBIT "A"
LEGAL DESCRIPTION

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PARCEL 1:

The North half (N1/2) of Section Thirteen (13) all in Township Fifteen (15) South, Range Ten (10), East of the Willamette Meridian, Deschutes County, Oregon,

EXCEPTING THEREFROM a portion of the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section Thirteen (13), described as follows:

Beginning at a point on the Section line between Sections Thirteen (13) and Fourteen (14), South $0^{\circ}38'54''$ East, 1581.85 feet from the Northwest corner of Section 13 and running thence South $0^{\circ}38'54''$ East, 361.5 feet; thence South $67^{\circ}48'54''$ East, 361.5 feet; thence North $0^{\circ}38'54''$ West, 361.5 feet to the South side of Jordan Road; thence North $67^{\circ}48'54''$ West, 361.5 feet along the South side of Jordan Road to the point of beginning.

ALSO EXCEPTING THEREFROM that portion lying within the right of way of Cloverdale Road, Slayton Road and Jordan Road.

PARCEL 2:

Lot One Hundred One (101), Lot One Hundred Six (106), Lot One Hundred Sixteen (116) and Lot One Hundred Seventeen (117) GOLF COURSE ESTATES AT ASPEN LAKES PHASE 4, Deschutes County, Oregon.

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PARCEL 3:

The North Half of the South Half (N1/2S1/2) and that portion of the South Half of the South Half (S1/2S1/2) lying Northerly of Squaw Creek Canal, of Section Thirteen (13), Township Fifteen (15) South, Range Ten (10), East of the Willamette Meridian, Deschutes County, Oregon, EXCEPT that portion of the Northeast Quarter of the Northeast Quarter Southeast Quarter (NE1/4NE1/4SE1/4) described as follows:

Commencing at a point which is the intersection of the North right of way line of the Jordan Road with the East line of Southeast Quarter (SE1/4) of said Section 13, which is the point of beginning; thence Northerly along said East line of said SE1/4 a distance of 330.00 feet; thence Westerly along a line perpendicular to said East line of said SE1/4, a distance of 63.00 feet, to an intersection of a point on the North right of way line of the Jordan Road; thence Southeasterly along said right of way of the Jordan Road to the point of beginning;

ALSO EXCEPTING, beginning at the center of said Section 13, and running thence South 89°28' West, 610.00 feet along the North line of the South Half (S1/2) of said Section 13; thence South 41°42' East, 215.00 feet; thence South 26°51' East 278.00 feet; thence South 14°54' East, 244.00 feet; thence South 01°25' West, 161.00 feet; thence South 18°13' West, 466.00 feet; thence South 39°54' West, 204.00 feet; thence South 22°45' East, 51.00 feet; thence North 60°00' East, 132.00 feet; thence North 35°02' East, 396.00 feet; thence North 31°44' East, 458.00 feet; thence North 29°08' East, 408.00 feet; thence North 08°48' East, 327.00 feet; thence South 89°28' West 293.00 feet to the center of said Section 13 which was the point of beginning;

ALSO EXCEPTING, commencing at a point which is the intersection of the South right of way line of Jordan Road with East line of the SE1/4 of Section 13, which is the point of beginning; thence Southerly along said East line of said SE1/4, a distance of 466.70 feet; thence Westerly along a line perpendicular to said East line of said SE1/4, a distance of 466.70 feet; thence Northerly along a line parallel to said East line of said SE1/4 to the South right of way line of Jordan Road; thence Southeasterly along said South right of way line of said road to the point of beginning;

ALSO EXCEPTING a tract of land in the West Half of the Southwest Quarter (W1/2SW1/4) of Section 13, Township Fifteen (15) South, Range Ten (10), East of the Willamette Meridian, Deschutes County, Oregon, and described as follows:

Beginning at the corner of Sections Thirteen (13), Fourteen (14), Twenty-three (23) and Twenty-four (24) of Township Fifteen (15) South, Range Ten (10), East of the Willamette Meridian, Deschutes County, Oregon, and running thence North 00°56'36" East, 1,737.34 feet along the Section line between Section 13 and 14; thence North 89°10'20" East, 98.00 feet; thence South 76°01'10" East, 175.00 feet; thence South 71°43'40" East, 169.00 feet; thence South 65°51' East, 175.00 feet; thence South 51°34'20" East 425.00 feet; thence South 39°36'20" East, 470.00 feet to a large Juniper tree on the North right of way line of the Squaw Creek Canal; thence along the North right of way line of the Squaw Creek Canal North 71°51' West, 278.00 feet; thence North 63°30' West, 380.00 feet; thence North 81°00' West, 125.00 feet; thence South 56°55' West 212.00 feet; thence leaving the canal right of way line and running thence South 08°50' West, 1,122.00 feet to the South line of Section 13; thence North 88°54' West, 171.60 feet along the South line of Section 13 to the point of beginning, and EXCEPTING THEREFROM the right of way of the present Squaw Creek Canal as now located over and across said land.

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PARCEL 6:

The West half of the Southwest Quarter (W1/2W1/4) of Section Twelve (12), Township Fifteen (15) South, Range Ten (10), East of the Willamette Meridian, Deschutes County, Oregon.

PARCEL 7:

The East Half of the Northeast Quarter (E1/2NE1/4) and the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) of Section Twelve (12), Township Fifteen (15) South, Range Ten (10), East of the Willamette Meridian, Deschutes County, Oregon;

EXCEPTING THEREFROM that portion lying within the right of way of the McKenzie Highway (Redmond-Sisters Highway), and Cloverdale Road.

PARCEL 8:

Tracts N and P, GOLF COURSE ESTATES AT ASPEN LAKES PHASE 2, Deschutes County, Oregon.

PARCEL 9:

Tract A and Tract B, THE RIM AT ASPEN LAKES, Deschutes County, Oregon.

PARCEL 10:

Tract O, GOLF COURSE ESTATES AT ASPEN LAKES PHASE 2, Deschutes County, Oregon.

PARCEL 11:

The South Half of the Southeast Quarter (S1/2SE1/4) and Northwest Quarter of the Southeast (NW1/4SE1/4) of Section Twelve (12), all in Township Fifteen (15) South, Range Ten (10), East of the Willamette Meridian, Deschutes County, Oregon,

ALSO EXCEPTING THEREFROM that portion lying within the right of way of Cloverdale Road, Slayton Road and Jordan Road.

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FURTHER EXCEPTING a tract of land located in Deschutes County, Oregon, in the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) of Section Thirteen (13), Township Fifteen (15) South, Range Ten (10), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at a point on the East and West Center line of Section 13, Township 15 South, Range 10, E.W.M., South 89°28' West, 618.00 feet from the center of Section 13, said point being the Northwest corner of that tract of land granted to O. Keith Cyrus, in Warranty Deed recorded in Book 127, Page 33, Deed Records, and running thence South 41°42' East, 215.00 feet; thence South 26°51' East, 278.00 feet; thence South 14°51' East, 244.00 feet; thence South 01°25' West, 161.00 feet; thence North 79°44'10" West, 223.50 feet; thence North 3°21'30" West, 314.50 feet; thence North 15°29'40" West, 230.00 feet; thence North 32°55'20" West, 272.30 feet to a point on the North line of the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) of Section 13; thence North 89°28' East, 120.00 feet along said North line to the point of beginning.

PARCEL 4:

A tract of land lying partly in the East Half of the Southwest Quarter (E1/2SW1/4) of Section Thirteen (13) and partly in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section Thirteen (13), Township Fifteen (15) South, Range Ten (10) East of the Willamette Meridian, Deschutes County, Oregon, and described as follows:

Beginning at the center of Section 13 of Township 15 South, Range 10, E.W.M., and running thence South 89°28' West, 610.00 feet; thence South 41°42' East, 215.00 feet; thence South 26°51' East, 278.00 feet; thence South 14°54' East, 244.00 feet; thence South 01°25' West, 161.00 feet; thence South 18°13' West, 466.00 feet; thence South 39°54' West, 204.00 feet; thence South 22°45' East, 51.00 feet; thence North 60°00' East 132.00 feet; thence North 35°02' East, 396.00 feet; thence North 31°44' East, 458.00 feet; thence North 29°08' East, 408.00 feet; thence North 08°48' East, 327.00 feet; thence South 89°28' West, 293.00 feet to the center of Section 13, which was the point of beginning;

PARCEL 5:

A tract of land located in Deschutes County, Oregon, in the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) of Section Thirteen (13), Township Fifteen (15) South, Range Ten (10) East of the Willamette Meridian, Deschutes County, Oregon, and described as follows:

Beginning at a point on the East and West Center line of Section 13, Township 15 South, Range 10, E.W.M., South 89°28' West, 618.00 feet from the center of Section 13, said point being the Northwest corner of that tract of land granted to O. Keith Cyrus, in Warranty Deed recorded in Book 127, Page 33, Deed Records, and running thence South 41°42' East, 215.00 feet; thence South 26°51' East, 278.00 feet; thence South 14°51' East, 244.00 feet; thence South 01°25' West, 161.00 feet; thence North 79°44'10" West, 223.50 feet; thence North 03°21'30" West, 314.50 feet; thence North 15°29'40" West, 230.00 feet; thence North 32°55'20" West, 272.30 feet to a point on the North line of the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) of Section 13; thence North 89°28' East, 120.00 feet along said North line to the point of beginning.

DAVIS Arla L * WRD

From: johnshort@usa.com
Sent: Tuesday, December 17, 2019 3:19 PM
To: DAVIS Arla L * WRD
Cc: Matt Cyrus
Subject: Re: Split a Permit Application for Aspen Lakes Development , LLC

Hello Arla,

Please withdraw this application and refund all monies possible.

Thanks,
John

John A. Short CCB# 197121

541-389-2837

Water Right Services, LLC
PO Box 1830
Bend, OR 97709
johnshort@usa.com
oregonwater.us

On Dec 17, 2019, at 9:10 AM, DAVIS Arla L * WRD <Arla.L.Davis@oregon.gov> wrote:

Hi John,

I have not received any correspondence regarding withdrawal of T-13273 a Split a Permit Application for Aspen Lakes Development, LLC. If I have not received a withdrawal request by close of business today, I will proceed with denial of the application and there will not be a refund of fees. Please let me know if there are any questions.

Thank you

Arla L. Davis

Water Rights Transfer Specialist

Transfer and Conservation Section

725 Summer St. NE, Suite A | Salem, OR 97301 | Direct; 503-986-0806

<image003.jpg>

Integrity | Service | Technical Excellence | Teamwork | Forward-Looking

From: DAVIS Arla L * WRD

Sent: Thursday, December 5, 2019 3:28 PM

To: 'johnshort@usa.com' <johnshort@usa.com>

Cc: Bryce Withers (brycewithers@gmail.com) <brycewithers@gmail.com>; Bryce Withers

<brycewrs@gmail.com>; STARNES Patrick K * WRD <Patrick.K.Starnes@oregon.gov>; JARAMILLO Lisa J *

WRD <Lisa.J.Jaramillo@oregon.gov>

Subject: RE: Split a Permit Application for Aspen Lakes Development , LLC

Hi John,

Oregon Water Law does not give the Department the authority to fully or partially assign water right permits and issue replacement permits (split a permit) with any uses outside of the ones authorized in Rule and Statute (listed below in my previous email). Meaning even if the supplemental portion of the permit is the only portion being "split or partially assigned", we do not have the authority to change the permit (in its entirety) due to the pond aesthetics use listed in the permit. The Department should not have accepted the application because of the pond aesthetics use listed in Permit G-11577, and I do again apologize for the inconvenience. Please let me know if you have other questions.

Arla L. Davis

Water Rights Transfer Specialist

Transfer and Conservation Section

725 Summer St. NE, Suite A | Salem, OR 97301 | Direct; 503-986-0806

<image002.jpg>

Integrity | Service | Technical Excellence | Teamwork | Forward-Looking

From: johnshort@usa.com <johnshort@usa.com>

Sent: Thursday, December 5, 2019 3:02 PM

To: DAVIS Arla L * WRD <Arla.L.Davis@oregon.gov>

Cc: Bryce Withers (brycewithers@gmail.com) <brycewithers@gmail.com>; Bryce Withers <brycewrs@gmail.com>

Subject: Re: Split a Permit Application for Aspen Lakes Development , LLC

Even if we're only splitting off and partially assigning the supplemental irrigation portion? No other uses are being touched.

Thanks,
John

John A. Short CCB# 197121

541-389-2837

Water Right Services, LLC
PO Box 1830
Bend, OR 97709
johnshort@usa.com
oregonwater.us

On Dec 5, 2019, at 1:34 PM, DAVIS Arla L * WRD <Arla.L.Davis@oregon.gov> wrote:

Hi John and Bryce,

I started to review Split a Permit application T-13273 and have found that Permit G-11577 has Pond Aesthetics included in the Character of Use of the Permit. The original water right must be for one of the following: **irrigation, nursery, temperature control, stock watering or agricultural water use**, in order for the Department to

proceed. Permit G-11577 does not meet this requirement as it has the pond aesthetics included in the Character of Use. This application will need to be withdrawn By December 13, 2019 or I will have to deny the application as incomplete. If the application is withdrawn, we will issue a full refund because we should not have accepted from the time of submittal. I apologize for the confusion, please let me know if you have any questions.

690-325-0020

Applicability

- (1) The Department can only accept an application for assignment and request for issuance of replacement permits to reflect the assignment where the original water right is for **irrigation, nursery, temperature control, stock watering or agricultural water use.**

ORS 537.225

Full or partial assignment of water right permit

issuance of replacement permits

(1) Notwithstanding ORS 537.220 (Assignment of application, permit or license) and 537.635 (Assignment of application, certificate of registration or permit), except as provided in subsection (6) of this section, a record landowner holding a water right permit for an **irrigation, nursery, temperature control, stock watering or agricultural water use** that has a subsequent completion date may apply for assignment of all or part of the water right permit and for the issuance of a replacement water right permit that reflects that assignment.

Arla L. Davis

Water Rights Transfer Specialist

Transfer and Conservation Section

725 Summer St. NE, Suite A | Salem, OR 97301 | Direct; 503-986-0806

<image001.jpg>

Integrity | Service | Technical Excellence | Teamwork | Forward-Looking

Watermaster Review Form: Water Right Transfer



Oregon Water Resources Department
725 Summer St NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.oregon.gov/OWRD

Transfer Application: T-13273

Review Due Date: 12/20/2019

Applicant Name: Aspen Lakes Development LLC

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

Reviewer(s): Giffin

Date of Review: 12/13/2019

1. Do you have evidence that the right has not been used in the last 5 years and that the presumption of forfeiture would not likely be rebuttable? ☐ Yes ☒ No If "Yes", attach evidence (e.g. dated aerial photo showing pavement or building on the land for >5 yrs.)
2. Is there a history of regulation on the source that serves this (or these) right(s) that has involved the transferred right(s) and downstream water rights? ☒ Yes ☐ No Generally characterize the frequency of any regulation or explain why regulation has not occurred:
We regulate this stream every summer back to 1895. Nearly all of the water at this location is protected ISWR with priority of 1895 and senior.
3. Have headgate notices been issued for the source that serves the transferred right(s)?
☐ Yes ☒ No ☐ Records not available.
4. In your estimation, after the proposed change, would distribution of water for the right(s) result in regulation of other water rights that would not have occurred if use under the original right(s) was/were maximized? ☐ Yes ☒ No If "Yes", explain:
5. In your estimation, if the proposed change is approved, are there upstream water rights that would be affected? ☐ Yes ☒ No If "Yes", describe how the rights would be affected and list the rights most affected:

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

☐ N/A

7. 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:

☒ N/A

8. For instream transfers that propose protection of a reach beyond the mouth of the source stream:

☒ N/A Would the quantity be measureable into the receiving stream consistent with OAR 690-077-0015(8)? ☐ Yes ☐ No

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

10. For POU or USE changes: ☒ N/A In your best judgment, 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:

11. For POU changes that involve micro-irrigation: ☒ N/A

- a. Has the applicant made changes (absent a transfer) to convert to micro-irrigation within the current place of use boundary of the water right proposed for transfer, and previously demonstrated to the Department through monitoring and site inspections by the Watermaster that the proposed transfer will not result in injury or enlargement?

☐ Yes ☐ No If "Yes", explain:

- b. Has a temporary transfer of this nature been previously filed and approved on the same lands (or portions thereof) as those lands involved in this transfer?

☒ Yes ☐ No If "Yes", answer the following:

- i. Were there any problems with more acres being irrigated (or wetted) than were authorized under the temporary transfer? ☐ Yes ☒ No If "Yes", explain:

The temp transfer was IS lease 58 and IS lease 615.

- ii. Did the designated areas that were to remain dry (or not wetted) under the temporary transfer actually remain dry? ☒ Yes ☐ No If "No", explain:

- iii. Did the applicant comply with and meet all of the conditions of the temporary transfer? ☒ Yes ☐ No If "No", explain:

- iv. Do you have any other observations regarding the temporary transfer?

☐ Yes ☒ No If "Yes", describe:

- v. Did the applicant demonstrate to the Department through monitoring and site inspections by the Watermaster that neither injury nor enlargement occurred as a result of the temporary transfer? ☒ Yes ☐ No If "No", explain:

- c. To the best of your knowledge, if this transfer is approved, does it appear that:

- i. "Injury" will occur to other water rights that share the same source?

☐ Yes ☒ No If "Yes", explain:

- ii. "Enlargement" of the water right being transferred will occur?

☐ Yes ☒ No If "Yes", explain:

12. Are there other issues not identified through the above questions that should be considered in determining whether the change "can be effected without injury to other rights"?

☐ Yes ☒ No If "Yes", explain:

It is odd that the underlying primary was destined to go instream (T-12329) and now will remain and have this supplemental right proved up on. I do not know the landowners intent.

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

14. Do conditions need to be included in the transfer order to avoid enlargement of the right or injury to other rights? ☐ No ☒ Yes, as checked and provided below:

☐ For POU changes that involve micro-irrigation, provide the monitoring and reporting conditions necessary to prevent injury/enlargement:

☐ A Headgate should be required prior to diverting water.

☒ Measurement Devices for POD or POA: (if this condition is selected, also fill in the top sections of Page 4)

a. Before water use may begin under this order, the water user shall install a totalizing flow meter*, or, with prior approval of the Director, another suitable measuring device, ☒ at each point of diversion/appropriation (new and existing) OR at each new point of diversion/appropriation ☐ with the exception that water rights issued to the Bureau of Reclamation or an irrigation district (or similar entity) are not subject to this condition.

b. The water user shall maintain the meters or measuring devices in good working order.

c. The water user shall allow the Watermaster access to the meters or measuring devices; provided however, where the meters or measuring devices are located within a private structure, the Watermaster shall request access upon reasonable notice.

☐ Reservoir water use measurement: (if this condition is selected, also fill in the top sections of Page 4)

a. Before water use may begin under this order, the water user shall install staff gages*, or, with prior approval of the Director, other suitable measuring devices, that measure the entire range and stage between empty and full in each reservoir. Staff gages shall be United States Geological Survey style.

b. Before water use may begin under this order, if the reservoir is located in channel, weirs or other suitable measuring devices must be installed upstream and downstream of the reservoir, and, an adjustable outlet valve must be installed. The water user shall maintain such devices in good working order. A written waiver may be obtained, if in the judgment of the Director, the installation of weirs or other suitable measuring devices, or the adjustable outlet valve, will provide no public benefit.

* The following alternative device(s) should be substituted for the bold, underlined device in the above selected condition:

☐ Weir
☐ Parshall Flume
☐ Other: _____

☐ Submerged Orifice
☐ Flow Restrictor

Oregon Water Resources Department

Measurement Condition Information for the Applicant

(To be sent with the Draft Preliminary Determination or Final Order)

Transfer #: T- 13273



In order to avoid enlargement of the right or injury to other rights, a totalizing flowmeter will be required to be installed prior to diversion of water, as a condition of this transfer:



at each point of diversion/appropriation (new and existing) **OR**



at each new point of diversion/appropriation.

For additional information, or to obtain approval of a different type of measurement device, the applicant should contact the area Watermaster:

Watermaster name: Jeremy Giffin

District: 11

Address: 231 Scalehouse LP Ste 103

City/State/Zip: Bend, OR 97702

Phone: 541-306-6885

Email: Jeremy.t.giffin@oregon.gov

Note: If a device other than the one specified in the Preliminary Determination or Final Order is approved by the Watermaster, fill out and mail the form below to the Salem office.

Approval of an Alternate Measurement Device

T-

(to be filled out after consultation with the applicant, or after a site visit)

On behalf of the Director, I authorize use of the following suitable **alternate measurement device**:

Watermaster signature

District

Date

If this form is used for approval of an alternative measurement device, it must be mailed to:

Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1266

Split A Permit Application Checklist

Checked by Aula

Date 10/18/19

☒ 1. Permit #: 6-11577 Permit "C Date": 10/1/2040
Has "C Date" Expired? If YES, , CANNOT ACCEPT.

☒ 2. Permit Type of Use: Irrigation If other than irrigation, nursery, temperature control, stock watering or agriculture, , CANNOT ACCEPT

☒ 3. Is Applicant a unit of local government, port, water authority, or a district? If YES, , CANNOT ACCEPT.

(If OK, check box to left; if not, fill in the blank)

☒ 4. Page 1 of application: Are the attachments listed below actually included?

Required Attachments

☒	Completed application map with CWRE signature.
☒	Completed Affidavit of Non-Conveyance and Reading of Permit.
☒	Copy of recorded deed.
☒	a) Agreement as to assignment if all landowners are applicants, or b) Information identifying names, addresses, and proportionate interest for those not submitting the assignment and request
☒	Completed Cost of Work Estimate Form

If not, what box is not checked and/or what attachment is missing? _____

☒ 5. Is the \$125.00 non-refundable fee included? NO

☒ 6. Part 3 of application: Have all the applicants listed in Part 3 signed the application?
If not, whose signature is missing? _____

☒ 7. Part 4 of application: Is the permit shown by WRIS as non-cancelled?

8. If all #1-#7 boxes on this checklist are checked (with no remaining deficiencies identified), accept the application and place it along with this checklist in the "split a permit" orange folder, pull the water right application file and rubber band the orange folder to the water right application file.

If #4, #5, #6, or #7 on this checklist are deficient, the application CANNOT be accepted. It should be returned and the deficiencies should be listed in the "staff" section of the Application Page 1, unless the applicant or agent can resolve the deficiencies within 2-3 days.

RECEIVED

OCT 15 2019

OWRD

SPLIT A PERMIT and REQUEST FOR ISSUANCE
OF REPLACEMENT PERMITS

APPLICANT'S AGREEMENT

This Agreement is between the **Oregon Water Resources Department**, hereafter OWRD, and **Aspen Lakes Utility Co. LLC** hereafter Applicant, hereafter known together as the parties.

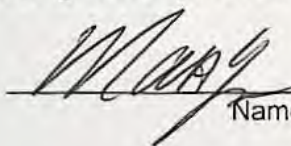
OWRD Information	Applicant's Information	Applicant's Representative
Contact: Kelly Starnes Title: Transfer Program Analyst Address: 725 Summer Street, NE, Suite A Salem, OR 97301-1266 Phone: 503 986-0886 Fax: 503 986-0901 Email: arla.l.davis@oregon.gov	Name: Aspen Lakes Utility Co. LLC Contact: Address: 16900 Aspen Lakes Dr Sisters, OR 97759 Phone: 541-771-4980	Name: Water Rights Services, LLC Contact: John A. Short Address: PO Box 1830 Bend, OR Phone: 541-389-2837 Email: johnshort@usa.com

Purpose The purpose of this Agreement is to process the **Split a Permit Application. (Permit Number: G-11577)**

- 1. Authority** The OWRD has been authorized pursuant to ORS 537.225 to receive and review application for assignment of all or part of the water right permit and for the issuance of a replacement water right permit that reflects that assignment. In addition OAR 690-325-0010 through 0110 establishes the requirements and procedures for evaluating the application. In making this agreement, OWRD shall require the applicant to pay the full cost of evaluating the application.
- 2. Restrictions.** Aspen Lakes Utility Co. LLC and OWRD agree that this Agreement shall not be construed to restrict in any way the decisions and actions by OWRD. OWRD shall be free to exercise independent judgment consistent with existing laws and regulations.
- 3. Effective Date and Duration.** Unless otherwise terminated by non-deposit of funds by the Applicant, this Agreement shall become effective on the date on which both parties have signed the Agreement and the full deposit of the estimated cost of the proposed service.
- 4. Statement of Work.** The Statement of Work is contained in Exhibit A attached hereto and incorporated by reference into this Agreement. OWRD agrees to perform this work in accordance with the terms and conditions of this Agreement.
- 5. Consideration.**
 - a. Aspen Lakes Utility Co. LLC** shall pay OWRD in advance for actual costs incurred by OWRD as specified in the Statement of work attached and incorporated as Exhibit A. The estimated maximum reimbursement payable to OWRD under this Agreement is **\$990.00**. **Aspen Lakes Utility Co. LLC** agrees to pay the full amount of **\$990.00** to OWRD prior to commencement of any work stated in this Agreement. This payment will be placed in an account administered by OWRD and drawn upon as costs are actually incurred. If the actual cost of performing the work is less than payments received, OWRD will refund the unspent balance. If the actual cost of processing exceeds the estimate, the Applicant can either elect to terminate this Agreement or amend the Agreement to reflect the increase in cost.
 - b.** The costs stated in this Agreement do not include the statutory application processing and filing fees.

6. **Contract Documents.** This Agreement consists of the following documents which are listed in descending order of precedence: this Agreement and the attached Exhibit A. All attached Exhibits are incorporated into this Agreement by reference.
7. **Confidentiality.** Aspen Lakes Utility Co. LLC agrees that any information provided to or acquired by OWRD under this Agreement will be subject to the Oregon Public Records Law and shall be considered public records.
8. **Indemnity.** Applicant shall defend, save, hold harmless, and indemnify the State of Oregon, OWRD and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Applicant or its representatives, officers, employees, contractors, or agents under this Agreement or with respect to the service. The Applicant acknowledges that the Oregon Water Resources Department cannot and does not guarantee a favorable review under the subject regulatory process.
9. **Termination.** Applicant may request to terminate this agreement only in writing at anytime during the process. The Applicant agrees to pay for the work done by OWRD up until the time of the written termination request. OWRD, upon receiving such written termination request from the Applicant will refund any unspent balance after paying the contractor for the work done.
10. **Funds Authorized and Available.** By its execution of this Agreement, Applicants certify that sufficient funds are authorized and available to cover the expenditures contemplated by this Agreement.
11. **Duration of Estimate.** The Estimate of Time to complete the work in Exhibit A (Statement of Work) becomes null and void after thirty- (30) days from the date the Applicant's Agreement is mailed. If the Applicant's Agreement is not received by the Department within thirty (30) days of mailing the Agreement, the Applicant must re-apply for a new estimate.
12. **Completion Date.** OWRD, by the execution of this Agreement does not guarantee the completion date indicated in this Agreement. Completion date is only an estimate and may be affected by the Department's workload, statutory waiting periods, issues arising from the processing of the requested services and Applicant's timely response to requests for additional information.
13. **Captions.** The captions or headings in this Agreement are for the convenience only and in no way define limit or describe the scope or intent of any provision of this Agreement.
14. **Amendment and Merger.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written instrument signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.
15. **Signatures.** All parties, by the authorized representative's signature below, hereby acknowledge that they have read this Agreement, understand it and agree to be bound by its terms and conditions.

For Applicant:



Name/Title:

10/8/19
Date

For OWRD:

Dwight French – Administrator WRSD

Date

Mail signed Agreement to:

Arla L Davis
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1266

Exhibit A

Statement of Work

Permit Number: G-11577

Name of Applicant: ASPEN LAKES UTILITY CO. LLC

Split a Permit Process Itemized Estimate Sheet For Permit Application

Action Item	Est. Time (hr.)
Review Application for Completeness	0.5
Verify mailing address of each owner of the authorized place of use	0.5
Verify deed(s) match(es) properties proposed for assignment	2.0
Verify most recent water use under the permit has been exercised within relevant terms and conditions of permit	0.5
Assess application for enlargement of the original permit and injury to other water right holders	1.0
Review and prepare draft documents	6.0
Peer review, issue, mail, and publish draft PFO	2.0
Peer review, issue, mail, and publish PFO	2.0
Peer review, issue and mail Final Order	2.0
Total hours	16.5

Total estimated cost is 16.5 hours at \$60.00* per hour, totaling \$990.00.

* - This figure is representative of the average compensation for staff time, with benefits and overhead, for the staff persons working on this file. You may request a detailed accounting upon completion of this project.

Completion of Draft Proposed Final Order: **November 12, 2019**

**Dates are contingent on the Applicant's expeditious resolution of any deficiency and may be affected by Department's work load.*

Aspen Lakes Utility Co., LLC

Oregon Water Resources Dept.

Date	Type	Reference
10/9/2019	Bill	Split Permit App

Original Amt.
990.00

Balance Due
990.00

10/9/2019
Discount
Check Amount

Payment
990.00
990.00

1424

RECEIVED

OCT 15 2019

OWRD

1st Interstate ...3666

990.00

**STATE OF OREGON
WATER RESOURCES DEPARTMENT**

RECEIPT # **131058**

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

INVOICE # _____

RECEIVED FROM: Aspen Lakes Utility Co.
BY: LLC

APPLICATION	
PERMIT	
TRANSFER	<u>7-13273</u>

CASH: ☐ CHECK: # 1424 OTHER: (IDENTIFY) ☐

TOTAL REC'D \$ 990.00

1083 TREASURY 4170 WRD MISC CASH ACCT

0407 COPIES \$ _____
OTHER: (IDENTIFY) \$ _____

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:

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

WELL CONST

0218 WELL DRILL C \$ _____
LANDOWNER \$ _____

OTHER

*Please route
file back to
Arta*

0536 TREASURY

0211 WELL CONST \$ _____
0210 MONITORING \$ _____

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: **131058**

DATED: 10-15-19

BY: Bilinski

**STATE OF OREGON
WATER RESOURCES DEPARTMENT**

RECEIPT # **131058**

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

INVOICE # _____

RECEIVED FROM: Aspen Lakes Utility Co.
BY: LLC

APPLICATION	
PERMIT	
TRANSFER	<u>7-13273</u>

CASH: ☐ CHECK: # 1424 OTHER: (IDENTIFY) ☐

TOTAL REC'D \$ 990.00

1083 TREASURY 4170 WRD MISC CASH ACCT

0407 COPIES \$ _____
OTHER: (IDENTIFY) \$ _____

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:

0201 SURFACE WATER	EXAM FEE \$ _____	0202 RECORD FEE \$ _____
0203 GROUND WATER	\$ _____	0204 \$ _____
0205 TRANSFER	\$ <u>990.00</u>	

WELL CONSTRUCTION

0218 WELL DRILL CONSTRUCTOR	EXAM FEE \$ _____	0219 LICENSE FEE \$ _____
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: **131058**

DATED: 10-15-19 BY: Bilal

STATE OF OREGON
WATER RESOURCES DEPARTMENT

RECEIPT # 130700

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

INVOICE # _____

RECEIVED FROM: Aspen Investments LLC APPLICATION 612420

BY: _____ PERMIT _____
TRANSFER _____

CASH: ☐ CHECK: # 1026 OTHER: (IDENTIFY) ☐ TOTAL REC'D \$ 125.00

1083 TREASURY 4170 WRD MISC CASH ACCT

0407 COPIES \$
OTHER: (IDENTIFY) \$

0243 I/S Lease 0244 Muni Water Mgr

4270 WF

MISCELLANEOUS

0407 COPY & TAPE FEES

0410 RESEARCH FEES

0408 MISC REVENUE: (IDENTIFY)

TC162 DEPOSIT LIAB. (IDENTIFY)

0240 EXTENSION OF TIME

WATER RIGHTS:

0201 SURFACE WATER

0203 GROUND WATER

0205 TRANSFER

WELL CONSTRUCTION

0218 WELL DRILL CONSTRUCTO

LANDOWNER'S PERMIT

0251 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: 130700 DATED: 8-29-19 BY: K. B. L.

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

**STATE OF OREGON
WATER RESOURCES DEPARTMENT**

725 Summer St. N.E. Ste. A

SALEM, OR 97301-4172

(503) 986-0900 / (503) 986-0904 (fax)

RECEIPT # **130700**

INVOICE # _____

RECEIVED FROM: <u>Aspen Investments LLC</u>	APPLICATION <u>612420</u>
BY: _____	PERMIT _____
	TRANSFER _____

CASH: ☐	CHECK: # <u>1026</u> ☒	OTHER: (IDENTIFY) _____ ☐	TOTAL REC'D	\$ <u>125.00</u>
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1083 TREASURY 4170 WRD MISC CASH ACCT

0407	COPIES	\$ _____
_____	OTHER: (IDENTIFY) _____	\$ _____

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:				
0201	SURFACE WATER	EXAM FEE	0202	RECORD FEE
0203	GROUND WATER	\$ _____	0204	\$ _____
0205	TRANSFER	\$ _____		
WELL CONSTRUCTION			LICENSE FEE	
0218	WELL DRILL CONSTRUCTOR	EXAM FEE	0219	\$ _____
	LANDOWNER'S PERMIT	\$ _____	0220	\$ _____

0251 OTHER (IDENTIFY) Split a Permit \$ 125.00

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)	LIC NUMBER	\$ _____
0231	HYDRO LICENSE FEE (FW/WRD)		\$ _____
_____	HYDRO APPLICATION		\$ _____

TREASURY OTHER / RDX

FUND _____	TITLE _____
OBJ. CODE _____	VENDOR # _____
DESCRIPTION _____	\$ _____

RECEIPT: **130700** DATED: 8-29-19 BY: [Signature]