



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

Application for Instream Lease

A summary of review criteria and procedures that are generally applicable to these applications is available at www.wrd.state.or.us/OWRD/PUBS/forms.shtml.

Pursuant to ORS 537.348(2) and OAR 690-077

Optional Identification by Lessor/Lessee: These water rights were originally included in Transfer T-9150; however, T-9150 has recently been revised to exclude the portion of the water rights included in this instream lease application.

Lease Application Number (assigned by WRD): _____ IL-921 _____

This Lease is between:

Lessor #1:

Name Central Oregon Irrigation District - Quitclaim
Mailing address 1055 SW Lake Ct
City, State, Zip Code Redmond, OR 97756
Telephone number 541-548-6047
Email address lesliec@coid.org

Lessor #2, 3, etc.

City of Redmond, % Public Works, 875 SE Veterans Way, Redmond, OR 97756
541-504-2000

The water right to be leased is located in Deschutes County.

Lessee (if different than Oregon Water Resources Department):

Name Deschutes Water Exchange Mitigation Bank River Conservancy
Mailing address PO Box 1560
City, State, Zip Code Bend, OR 97709
Telephone number 541-382-5186
Email address gen@deschutesriver.org

Trustee:

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

~I~ Water Right Holder and Water Right Information

1.1 Lessor #1 is the water right holder, or authorized agent for water right holder of the property located at: Township _____ S, Range _____ E, Section _____ and Tax Lot number _____. If the water right appurtenant to these lands is also appurtenant to lands owned by others who are not included in this application, then Attachment 1 (tax lot map), needs to be included.

1.2 Lessor #2 is the (Check one):

Not applicable

Official representative of Central Oregon Irrigation District, the irrigation district which conveys water to the subject water rights.

Another party with an interest in the subject water rights representing _____.

1.3 For the water right(s) being leased, list all water rights appurtenant to the same lands. Indicate if there are any supplemental or overlying rights.

Certificate No. 83571 & 76714

1.4 Are some or all of the lands being leased part of a Conservation Reserve Enhancement Program. Yes No

1.5 **Water Rights Proposed to be Leased Instream.**

The first right to be leased identified in Section 1.3 is further described as follows:

Certificate No.: 83571

Priority date: October 31, 1900 & December 31, 1907 Type of use: Irrigation

Legal Season of Use: April 1 to November 1

Is the entire water right certificate being leased? Yes No

If no, list the acres of the subject water right by legal description of township, range, section, and $\frac{1}{4}$ $\frac{1}{4}$ which will be dried up as part of this lease, and include a map (Attachment 2) showing the lands which will not receive water.

Place of use: T S, R E, Section , $\frac{1}{4}$ $\frac{1}{4}$ - acres to be leased

Enter additional places of use here, using format above:

See attached Exhibit "A"

Page (Identify page number of certificate, if certificate is greater than 10 pages.)

Number of acres being leased, if for irrigation: 17.28

Acre-feet of storage, if applicable: 0

Maximum rate associated with the right to be leased (cfs):

October 31, 1900: Season 1: 0.215, Season 2: 0.287, Season 3: 0.380

December 2, 1907: Season 3: 0.152

(Use additional lines if there is more than one rate associated with the water right.)

Maximum duty associated with the right to be leased (ac-ft): 170.82

(Use additional lines if there is more than one duty associated with the water right.)

Conditions or other limitations, if any: None

If you need to enter another leased right, please use the additional water rights form.

1.6 **Validity of rights.** Lessor(s) attests (mark one) that:

the water has been used over the past five years according to the terms and conditions of the water right certificate or as an instream water right or

the water has not been used over the past five years according to the terms and conditions of the water right certificate, however the water right is not subject to

forfeiture under ORS 540.610(2)(m)(include necessary supporting documentation as Attachment 3).

~II~ Instream Water Right Information

2.1 **Public use.** This lease will increase streamflows that will benefit:

- Conservation, maintenance and enhancement of aquatic and fish life, wildlife, and fish and wildlife habitat
- Pollution abatement
- Recreation and scenic attraction

2.2 **Instream use created by lease.** The instream use to be created is described as follows:

Deschutes River

Tributary to Columbia River in the Deschutes Basin.

Describe the point of diversion (POD) and any associated reach(es) of the instream use being created. If possible list the reach by river mile. If no reach is identified, and there is only one POD listed on the certificate, the lease may be processed to be protected at the POD. (If more than one POD is listed on the certificate, then the POD and any associated reach(es) must be identified): POD # 11 to Lake Billy Chinook the mouth of the Deschutes River at River Mile 0.
Maximum volume in acre-feet: October 31, 1900: 94.18
Rate in cfs: October 31, 1900: Season 1: 0.119, Season 2: 0.158, Season 3: 0.293
(Use the section below to indicate a more restrictive period of use than allowed by the water right.)

Conditions to prevent injury, if any:

- None
- The instream flow will be allocated on a daily average basis up to the described rate from April 1 through October 26.
- Other (describe): _____

If you need to enter more instream uses, please use the additional water rights form.

2.3 **Term of lease.** This lease shall terminate on October 31, 2008.

2.4 **Flow protection.** The Trustee will regulate use of water from the source, subject to prior appropriation and the agency enforcement guidance, to assure the water is delivered to the point of diversion, and through the reach past junior downstream users, so long as flow is sufficient to meet the demand under priority date of the new instream use (see Section 2.2). As part of regulation activities the watermaster or a designee has access to the point of diversion and place of use for the water rights involved in this lease. No party is required to continuously measure the flow of the waterway described in Section 2.2.


~III~ Other Information

3.1 **Accuracy.** The Undersigned Lessor(s) and Lessee(s) declare that, to the best of their knowledge and belief, the information contained in this application is true, correct and complete. If after the lease order is signed, any information is determined to be false, the

lease order may be modified or terminated. The lease only exercises the water rights being leased, for the term of the lease. It shall not be construed to overcome any claim that the water right may otherwise be subject to forfeiture for nonuse pursuant to ORS 540.610 during the period of time prior to the execution of the lease.

- 3.2 **Lease.** Lessor(s) and Lessee(s) agree to lease the water rights listed in Section(s) 1.5 for instream use for the term of this lease through Lessee to the Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077.
- 3.3 **Precedent.** If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077 a new injury review shall be required, and a prior lease shall not set a precedent for the amount of water to be leased or transferred instream.
- 3.4 **Suspension of original use.** During the period of the lease, the water right holder agrees to suspend use of water allowed under the subject water rights and under any water right that is supplemental to the subject water rights.
- 3.5 **Termination provision.**
- For multiyear leases, the Lessor(s) shall have the option of terminating the lease each year with written notice to the Department. The lease may be terminated at any time during the calendar year. However, if the termination request is received less than 30 days prior to the period of allowed instream use or after the period of allowed use has begun for the water right(s) being leased, water may not be used under the right(s) leased until the following calendar year, unless the Director determines that enlargement would not occur. The Department may also require:
 - Written notice to the Department with original signatures;
 - Consent by all parties to the lease; and/or
 - Written notice to the Watermaster's office.
 - For multiyear leases, the lessor shall not have the option of terminating the lease, without consent by all parties to the lease.
- 3.6 **Modification to prevent injury.** Allocation of water to the instream use described in Section 2.2 during the term of this lease is not reasonably expected to cause injury to other rights to use water from the same source. If injury is found after this lease is signed, the lease may be modified or terminated to prevent injury.
- 3.7 **Fees.** Pursuant to ORS 536.050, the following fee is included:
- \$200 for an application with four or more landowners or four or more water rights.
 - \$100 for all other applications.

Lessor #1:  Date: 4 April 2008
Steven C. Johnson, Secretary/Manager for Central Oregon Irrigation District

For additional Lessors, type in space for signature and date
 Date: 04/15/2008
City of Redmond

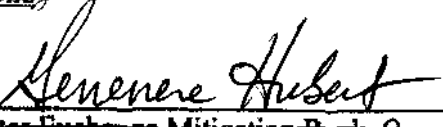
Lessee:  Date: 5/1/08
Deschutes Water Exchange Mitigation Bank River Conservancy

EXHIBIT "A"

2008 INSTREAM LEASE

CERTIFICATE 83571 - Priority Date Oct. 31, 1900

CERTIFICATE 76714 - Priority Date Feb. 28, 1913

TAX LOT	NAME	ACRES	TYPE	CERT PAGE #	CD #	CD DATE
151316 NWSE 00100	COID QUITCLAIM	0.02	IRRIG	25	2006-81951	12/15/2006
151316 NWSE 00300	COID QUITCLAIM	0.15	IRRIG	25	2006-81957	12/15/2006
151316 NWSE 00900	COID QUITCLAIM	0.09	IRRIG	25	2006-81952	12/15/2006
151316 NWSE 00901	COID QUITCLAIM	1.43	IRRIG	25	2006-81957	12/15/2006
151316 NWSE 00902	COID QUITCLAIM	0.13	IRRIG	25	2006-81953	12/15/2006
151316 NWSE 00903	COID QUITCLAIM	0.44	IRRIG	25	2006-81956	12/15/2006
151316 NWSE 00904	COID QUITCLAIM	0.39	IRRIG	25	2006-83883	12/27/2006
151316 NWSE 00905	COID QUITCLAIM	0.17	IRRIG	25	2006-81955	12/15/2006
151316 NWSE 00906	COID QUITCLAIM	0.18	IRRIG	25	2006-81954	12/15/2006
151316 NWSE 00907	COID QUITCLAIM	1.14	IRRIG	25	2006-81959	12/15/2006
151316 NWSE 00908	COID QUITCLAIM	0.37	IRRIG	25	2006-81957	12/15/2006
151316 NWSE 00909	COID QUITCLAIM	0.02	IRRIG	25	2006-81957	12/15/2006
151316 NWSE 01900	COID QUITCLAIM	2.17	IRRIG	25	2006-81959	12/15/2006
151316 NWSE 02000	COID QUITCLAIM	0.13	IRRIG	25	2006-81958	12/15/2006
151316 SWSE 00300	COID QUITCLAIM	6.39	IRRIG	25	2006-81959	12/15/2006
151316 NWSE 01800 redescription	CITY OF REDMOND	0.06	IRRIG	25		
151316 ROADWAY	CITY OF REDMOND - ROADWAY	4	IRRIG	25		
	TOTAL ACRES:	17.28 *				

*HB 3111 LISTED THESE WATER RIGHTS AS FOLLOWS:

151316 NW SE 1801	DESCH CO FAIR BOARD	0.5	IRRIG
151316 NW SE 1900	DESCH CO FAIR BOARD	8.9	IRRIG
151316 NW SE 900	DESCH CO FAIR BOARD	8.3	IRRIG
151316 SW SE 300	DESCH CO FAIR BOARD	8.3	IRRIG
		26	
		-8.72	T-9150
		17.28	INSTREAM LEASE

THESE PARCELS HAVE BEEN SUBDIVIDED SINCE THE FILING OF HB 3111. WATER RIGHTS REMAIN IN THE ORIGINAL CONFIGURATION. AN AMENDMENT TO T-9150 HAS BEEN FILED IN CONJUNCTION WITH THIS INSTREAM LEASE, TRANSFERRING 8.72 ACRES OF THE ORIGINAL WATER RIGHT.

DESCHUTES COUNTY SEC.16 T15S R13E

SCALE - 1" = 400'



NW 1/4 OF THE SE 1/4; SW 1/4 OF THE SE 1/4

C 1/4 COR

WATER RIGHTS INSTREAM BY TAXLOT

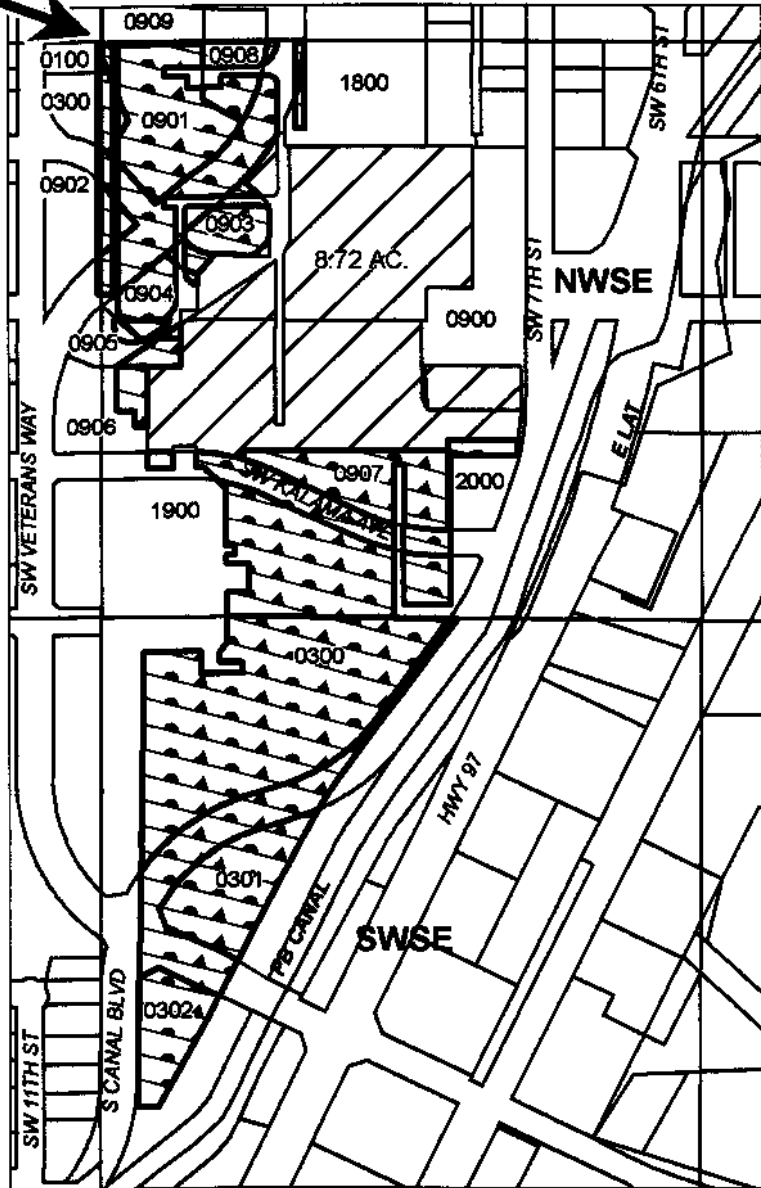
NWSE:

100	0.02 AC.
300	0.15 AC.
900	0.09 AC.
901	1.43 AC.
902	0.13 AC.
903	0.44 AC.
904	0.39 AC.
905	0.17 AC.
906	0.18 AC.
907	1.14 AC.
908	0.37 AC.
909	0.02 AC.
1800	0.06 AC.
1900	2.17 AC.
2000	0.13 AC.
RD	2.08 AC.
NWSE TOTAL: 8.97 AC.	

SWSE:

300	6.39 AC. (301, 302)
RD	1.92 AC.
SWSE TOTAL: 8.31 AC.	

TOTAL: 17.28 AC.



	EXISTING WATER RIGHTS
	INSTREAM LANDS

"OFF" MAP



APPLICATION FOR PERMANENT INSTREAM TRANSFER

NAME: DESCHUTES COUNTY

TAXLOT #: SEE LEGEND

17.28 ACRES

DATE: 04-10-08

FILE: E:\TRANSFER\INSTREAM\INSTRM08\1YEAR\COID\FAIR.PDF

REQUEST FOR MAP RE-DESCRIPTION

NARRATIVE:

As part of the HB 3111 process, the District utilized aerial photos taken by Spencer Gross Engineering in the late 1980's to aid in the re-mapping of water rights throughout the District. The photos were not ortho-rectified or geo-referenced. Working with the aerial photos and the technology available to the District at that time, the water rights were traced by hand, scanned by RMJ Cad consulting firm, and then digitized using AutoCAD. The scanned water rights were over-laid with scans of the assessors' maps to produce the HB 3111 maps. Although this technique allowed the District to produce the maps for several thousand District patrons in a relatively short time, it introduced various errors in the locations of some water rights. This error shift is especially noticeable in areas where the water rights were located near the edges of the photos or where the counties assessor maps utilized substandard control data.

SPECIFIC PROPERTY OF REFERENCE:

HB 3111 Tax Map 15-13-16 NW SE 00900

In June 2002, the District submitted T-9150. At the time of transfer the water right and tax lots were still configured as they were at issuance of Certificate 76358 in December 1999. Since then, the old Deschutes County Fairgrounds entrance where a 0.10 acre irrigation right was located on tax lot 900 became part of the current Veterans Way and the city sidewalks bordering Veterans Way; a City of Redmond public roadway.

Using current technology, this 0.10 acre water right appears to be located on Tax Map 15-13-16 NW SE 1800, the location of the Oregon National Guard facility. The building has been located on this tax lot since the 1950's. This tax lot clearly has never had irrigation water rights located on it.

The District requests the re-description of a portion of a water right map submitted with HB 3111. Currently, the City of Redmond owns the land to which the 0.10 acres of water right is appurtenant (0.04 acres on Veterans Way, 0.06 acres within the right-of-way and sidewalks).

Attachments:

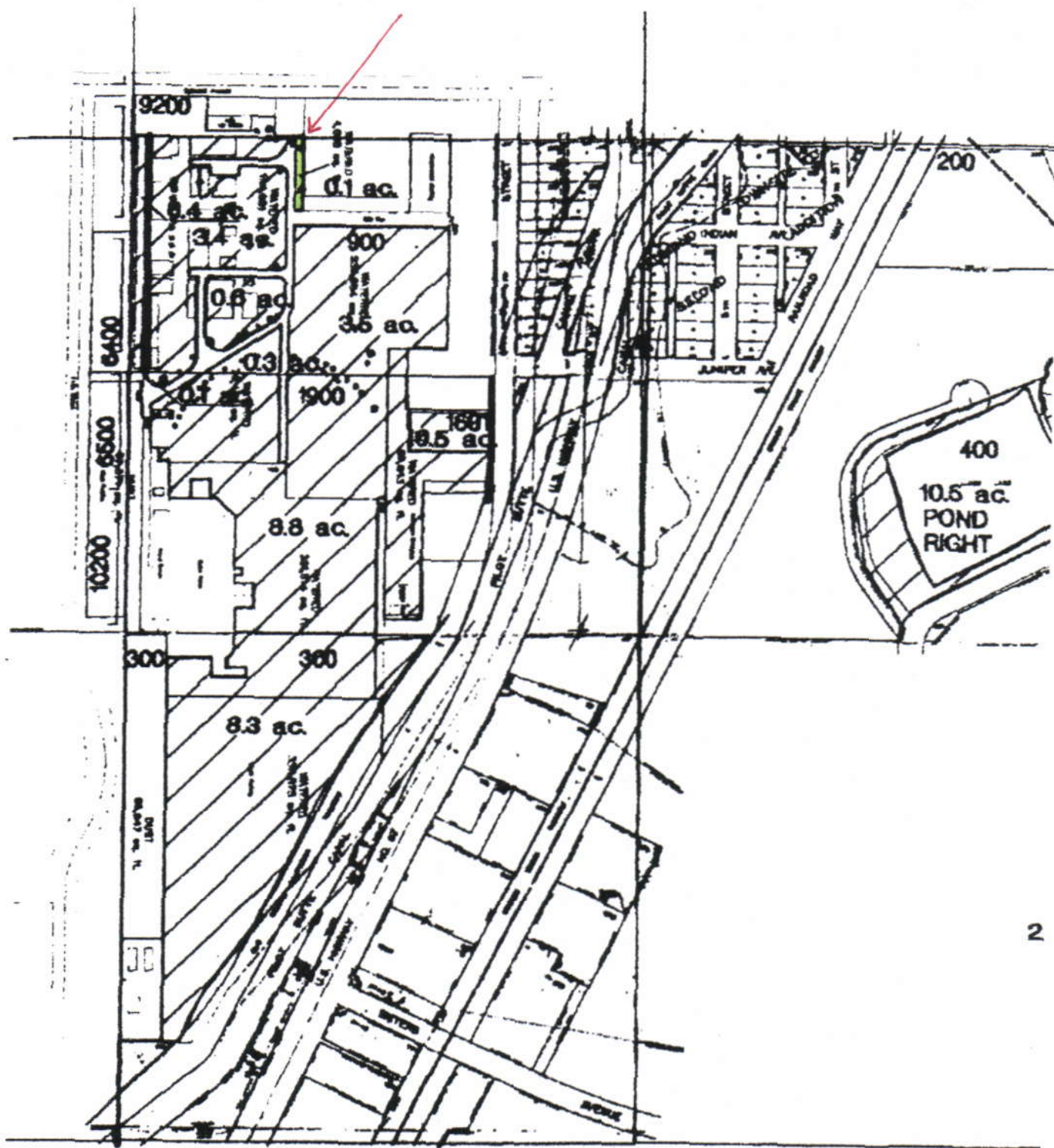
- Portion of the photo used in the 3111 process
- 3111 map
- 2005 Aerial map identifying the sub-divided lots, roads, and appurtenant water rights



TAX LOT 900

TAX LOT 1800

NORTH





15-13-16 NW SE
2005 AERIAL

Redmond Grange No. 812, an Oregon Corporation

Exhibit A

That certain parcel of land, a portion of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section Sixteen (16), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon, lying within Redmond Townsite Company's Second Addition to the City of Redmond, bounded and described as follows:

Starting at the Southwest corner of the intersection of Seventh Street and "J" Street, according to the official plat of said addition, and running thence South 0°00" West along the West line of Seventh Street a distance of 286.80 lineal feet to the point of beginning; thence North 90°00' West a distance of 171.80 lineal feet; thence South 0°00' West a distance of 210.00 lineal feet; thence North 90°00' East a distance of 109.5 lineal feet to the Westerly right-of-way line of the old The Dalles-California Highway as now located; thence North 16°31' East along said Westerly right-of-way line a distance of 219.05 lineal feet to the point of beginning save and except that portion dedicated to the public by declaration of dedication recorded September 26, 1984, in Book 74, Page 898, Deschutes County Records.

832

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That CITY OF REDMOND, a Municipal Corporation duly organized and incorporated under the laws of the State of Oregon, in consideration of the sum of One (\$1. 00) Dollar, to it paid by Redmond Grange No. 812, an Oregon Corporation, does hereby remise, release and forever QUITCLAIM unto the said Grantee, and unto its successors and assigns, all its right, title and interest in and to the following parcel of real estate, situate in the County of Deschutes, State of Oregon, to-wit:

That certain parcel of land, a portion of Northwest Quarter of Southeast Quarter of Section Sixteen (16), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, lying within Redmond Townsite Company's Second Addition to the City of Redmond, bounded and described as follows:
Starting at the Southwest corner of the intersection of Seventh Street and "J" Street, according to the official plat of said addition, and running thence South 0° 00' West along the West line of Seventh Street a distance of 286.8 lineal feet to the point of beginning; thence North 90° 00' West a distance of 171.8 lineal feet; thence South 0° 00' West a distance of 210 lineal feet; thence North 90° 00' East a distance of 109.5 lineal feet to the westerly right-of-way line of the old The Dalles-California Highway as now located; thence North 16° 31' East along said westerly right-of-way line a distance of 219.05 lineal feet to the point of beginning, consisting of 0.68 acres, more or less.

TO HAVE AND TO HOLD The same, together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining to the said Grantee, and to its successors and assigns forever; subject to the express provision that the said premises shall be used exclusively for Grange purposes, and that at any time such use shall cease, the title to said premises shall immediately revert in the City of Redmond, Grantor herein.

IN WITNESS WHEREOF, Pursuant to a resolution of the Common Council of said City of Redmond, duly and legally adopted, the said City of Redmond has caused these presents to be signed by its Mayor and City Recorder, and its corporate seal to be hereunto affixed this 13th day of August 1954.

CITY OF REDMOND

By X Marion E. Taylor
Mayor

Attest:

Evadne Bishop

Recorder.



DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-81952



\$31.00

D-D Cnt=1 Str=23 TM
\$5.00 \$11.00 \$10.00 \$5.00

12/15/2006 02:49:06 PM

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

MAIL TAX STATEMENT
TO: NO CHANGE

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

Grantor, ^{CH10} Fred Meyer Stores, Inc., a Delaware corporation, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands ("Lands") described as Lot One (1), REDMOND TOWN CENTER, Deschutes County, Oregon, release their claim and responsibility for 8.81 acres of COID water rights that are appurtenant to the Lands, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31, 1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-16 NW SE 900.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 8.81 acres of water rights incurred.

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

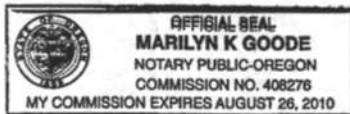
Consideration for this Quitclaim: \$ 0.00

Grantor: Fred Meyer Stores, Inc.

Paul Clew Date 10/16/06

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on December 16, 06 by Robert Currey-Wilson
as Vice President for Fred Meyer Stores, Inc. a Delaware corporation

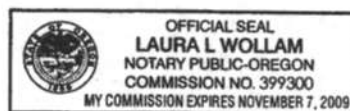


Marilyn K Goode
Notary Public

Grantee: [Signature] Date 12 Dec 2006
Steven C. Johnson, Secretary-Manager Central Oregon Irrigation District

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on DECEMBER 12 2006 by Steven C. Johnson as Secretary-Manager
for Central Oregon Irrigation District.



[Signature]
Notary Public

98-59364

Recordation requested by
and
after recordation return to:
David Green, Esq.
Stoel Rives LLP
900 SW Fifth Avenue, Suite 2600
Portland, OR 97204

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY

98 DEC 31 AM 10:45

MARY SUE PENHOLLOW
COUNTY CLERK.

529 - 0897

DEPUTY
[Signature]

NO. 98-59364 FEE 65

DESCHUTES COUNTY OFFICIAL RECORDS

65 1412686J

**OREGON
STATUTORY WARRANTY DEED**

DESCHUTES COUNTY, a Political Subdivision of the State of Oregon,
COUNTY OF DESCHUTES, a Municipal Corporation, Trustee for DESCHUTES
COUNTY FAIR ASSOCIATION and the Public, and DESCHUTES COUNTY FAIR
ASSOCIATION, INC., Grantor, conveys and warrants to FRED MEYER STORES, INC.,
a Delaware corporation, Grantee, the following-described real property free of encumbrances
except as specifically set forth herein:

The real property is described on Exhibit A; the encumbrances
are described on the attached Exhibit B.

The true consideration for this conveyance is \$1,807,750.00.

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

The Deschutes County Fair Association, Inc. hereby releases any and all rights under
those instruments recorded July 28, 1954 in Book 107, Page 583 and August 16, 1974 in
Book 209, Page 867.

Until a change is requested, all tax statements shall be sent to the following address:
Fred Meyer, Inc. P.O. Box 42121, Portland, Oregon 97242 Tax Account No. 2-039 15
13 16 DB 0900, 2-039 15 13 16 DB 01900, 2-039 15 13 16 DB 01601, 2-039 15 13 16 CA
06400, 2-039 15 13 16 CA 06500, 2-039 15 13 16 AC 09100, 2-039 15 13 16 AC 09200, 2-
039 15 13 16 AC 09201, 2-039 15 13 16 DB 01900 A1.

PDX1A-155570.1 49900-2046

FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON
P.O. BOX 323
BEND, OR 97709

529 - 0898

Dated this 26th day of December, 1998.

**DESCHUTES COUNTY, a Political
Subdivision of the State of Oregon**

By: Nancy Rose Ahlanger

Title: Chair, Deschutes County
Commission

**THE COUNTY OF DESCHUTES, A
MUNICIPAL CORPORATION, TRUSTEE
FOR DESCHUTES COUNTY FAIR
ASSOCIATION AND THE PUBLIC**

By: Nancy Rose Ahlanger

Title: Chair, Deschutes
County Commission

**THE DESCHUTES COUNTY FAIR
ASSOCIATION, INC.**

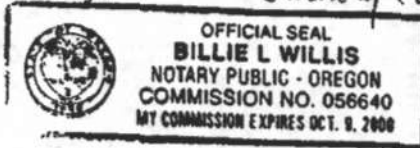
By: Elton Gregory

Title: President, Deschutes
County Fair Association

ACKNOWLEDGMENTS

STATE OF OREGON)
) ss.
County of Deschutes)

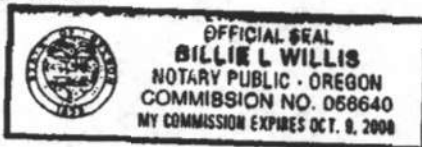
This instrument was acknowledged before me on December 30, 1998, by Nancy Pope Schlangen the Chair, Deschutes of DESCHUTES COUNTY on behalf of the county. County Commissioners



Billie L. Willis
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me on December 30, 1998, by Nancy Pope Schlangen the Chair, Deschutes Cty Parks of THE COUNTY OF DESCHUTES AS TRUSTEE FOR DESCHUTES COUNTY FAIR ASSOCIATION on behalf of the association.



Billie L. Willis
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me on December 30th, 1998, by ELTON Gregory the President of DESCHUTES COUNTY FAIR ASSOCIATION, INC. on behalf of the corporation.



Billie L. Willis
Notary Public for Oregon

EXHIBIT A**PARCEL 1:**

Lots 5, 6, 7 and 8 of Block 8, all of Blocks 10, 11, 12, 13, 14 and Lots 7, 8, 9, 10, 11 and 12 Of Block 15, all in REDMOND TOWNSITE CO. SECOND ADDITION TO THE CITY OF REDMOND, Deschutes County, Oregon.

TOGETHER WITH those portions of 8th Street, 9th Street, 10th Street, Indian Avenue, Juniper Avenue and the Alleys located in said Blocks 8, 10, 11, 12, 13, 14 and 15 which would inure to the above described property upon the vacation thereof.

PARCEL 2:

A tract of land situated in the Southeast Quarter of Section Sixteen (16), TOWNSHIP FIFTEEN (15) SOUTH, RANGE THIRTEEN (13), EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, and being a portion of that property conveyed to the County of Deschutes in Volume 209, Page 867, recorded August 13, 1974, Deschutes County Deed Records and all of that portion conveyed to the County of Deschutes in Volume 152, Page 530, recorded April 3, 1967, Deschutes County Deed Records, being more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 16; thence North 00° 28' 03" West along the West line of said Southeast Quarter (SE $\frac{1}{4}$) a distance of 1986.47 feet to a point on the South right of way line of Juniper Avenue and the true point of beginning; thence North 89° 43' 08" East along the South line of said Juniper Avenue a distance of 714.74 feet to a point on the West line of that tract conveyed to Jess and Lavelle Stansell in Volume 225, Page 996, recorded December 8, 1975, Deschutes County Deed Records; thence South 00° 16' 52" East along the West line of said Stansell tract a distance of 100.00 feet to a point on the North line of that tract conveyed to the County of Deschutes in Volume 152, Page 530, recorded April 3, 1967, Deschutes County Deed Records; thence North 89° 43' 08" East along the North line of said County of Deschutes tract a distance of 220.10 feet to a point on the West right of way line of Seventh Street; thence South 00° 20' 28" East along the West right of way line of said Seventh Street a distance of 74.29 feet to a 924.93 foot radius curve to the right; thence along said West right of way line and said 924.93 foot radius curve to the right through a central angle of 06° 09' 16" (the long chord of which bears South 02° 44' 10" West a distance of 99.30 feet) an arc distance of 99.35 feet to a point on the North line of that tract conveyed to the City of Redmond in Volume 108, Page 258, recorded July 6, 1954, Deschutes County Deed Records; thence South 89° 39' 32" West along the North line of said City of Redmond parcel a distance of 166.47 feet to a point on the West line thereof; thence South 00° 20' 28" East along the West line of said City of Redmond parcel a distance of 210.00 feet to a point on the South line thereof; thence North 89° 39' 44" East along the South line of said City of Redmond parcel a distance of 101.42 feet to the West line of the aforesaid Seventh Avenue; 63.27 feet to a 5/8" iron rod with yellow plastic cap marked "WRG Design, Inc."; thence

529 - 0901

South 89° 39' 32" West a distance of 81.49 feet to a 5/8" iron rod with yellow plastic cap marked "WRG Design, Inc." on a 480.00 foot radius curve to the right; thence on said 480.00 foot radius curve to the right through a central angle of 26° 29' 24" (the long chord of which bears North 77° 05' 46" West a distance of 219.95 feet) an arc distance of 221.92 feet to a 5/8" iron rod with a yellow plastic cap marked "WRG Design, Inc."; thence North 63° 51' 04" West a distance of 201.73 feet to a 5/8" iron rod with yellow plastic cap marked "WRG Design, Inc." on a 420.00 foot radius curve to the left; thence on said 420.00 foot radius curve to the left through a central angle of 26° 28' 41" (the long chord of which bears North 77° 05' 24" West a distance of 192.37 feet) an arc distance of 194.09 feet to a 5/8" iron rod with yellow plastic cap marked "WRG Design, Inc."; thence South 89° 40' 15" West a distance of 180.07 feet to a point on the aforesaid West line of the Southeast Quarter (SE¼) Section 16; thence North 00° 28' 03" West along the West line of said Southeast Quarter (SE¼) a distance of 359.92 feet to the true point of beginning.

PARCEL 3:

All of Blocks 10 and 11 of TAYLOR'S ADDITION TO THE CITY OF REDMOND, Deschutes County, Oregon.

PARCEL 4:

A parcel of land lying in the Northeast Quarter (NE¼) of Section Sixteen (16), TOWNSHIP FIFTEEN (15) SOUTH, RANGE THIRTEEN (13), EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, the said parcel being described as follows:

Beginning at the Northeast corner of Block 72 of the TOWNSITE OF REDMOND, Crook County (now Deschutes County), Oregon; thence West along the South line of H Street to the Northwest corner of Block 71 of said Townsite of Redmond; thence South along the West line of said Block 71 to the Southwest corner of said Block 71; thence East along the South line of said Townsite of Redmond to the Southeast corner of said Block 72; thence North along the East line of said Block 72 to the place of beginning.

EXCEPTING THEREFROM the Easterly 87 feet of Block 72.

PARCEL 5:

The Easterly 87 feet of Block 72 of the Townsite Of Redmond, Deschutes County, Oregon.

EXHIBIT R

1. The property is subject to the power of assessment of the City of Redmond.
2. The property is within the boundaries of Central Oregon Irrigation District and is subject to the rules and regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals thereof.
3. The rights of the public in and to that portion of the property herein described lying within the limits of public roads and highways.
4. Easement for Central Oregon Irrigation District Laterals and Ditches as disclosed by the Deschutes County Assessor's Map.
5. An easement created by instrument in favor of the Pacific Telephone and Telegraph Company, its successors and assigns, recorded March 5, 1923 in Book 35, Page 40.
6. Easements for utilities over and across the premises formerly included within the boundaries of the alley in Block 72 and Tenth Street, now vacated, if any such exist. (Affects Parcel 4.)
7. Fifteen foot building setback line and pipeline as delineated on the official plat. (Affects Parcel 4.)
8. Reservations and Restrictions, including the terms and provisions thereof, as set forth in Deed recorded November 12, 1970 in Book 173, Page 111.
9. The effect of a Right of Way Easement created by instrument, including the terms and provisions thereof dated January 13, 1975, recorded January 20, 1975 in Book 215, Page 198, in favor of Pacific Power and Light Company, a corporation for an electric transmission and distribution line.
10. The effect of an Underground Right of Way Easement created by instrument dated July 18, 1990 and recorded September 14, 1990 in Book 218, Page 1278 in favor of Pacificorp, a corporation, d.b.a. Pacific Power & Light Company, its successors and assigns for an underground electric distribution line of one or more conductors and all necessary or desirable appurtenances.



DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-81951



\$31.00

00515458200000019510010014

12/15/2006 02:49:06 PM

D-D Cnt=1 Str=23 TH
\$5.00 \$11.00 \$10.00 \$5.00

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

MAIL TAX STATEMENT
TO: NO CHANGE

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

Grantor, Dean F. Jansen, LLC, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands ("Lands") described as Lot Five (5), CHELSEA SQUARE, Deschutes County, Oregon, release their claim and responsibility for 0.02 acres of COID water rights that are appurtenant to the Lands, to COID. ~~The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31, 1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-16 NE-SW 100.~~
NWSE

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 0.02 acres of water rights incurred.

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

Consideration for this Quitclaim: \$ 0.00

Grantor:

dnl.

State of Oregon)
) ss.
County of Deschutes Linn)

This instrument was acknowledged before me on October 17, 2006 by Dean F Jansen
as Managing Member for Dean F. Jansen, LLC.



Notary Public

Grantee:

Date 12 Dec. 2006

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

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on DEC 12, 2006 by Steven C. Johnson as Secretary-Manager
for Central Oregon Irrigation District.



Notary Public



00425235200500880620030030

12/22/2005 04:01:35 PM

D-D Cnt=1 SIn=3 PAM
\$15.00 \$11.00 \$10.00 \$5.00



After recording return to:
Dean F. Jansen, LLC
3147 20th Ave SE
Albany, OR 97322

Until a change is requested all tax statements
shall be sent to the following address:
Dean F. Jansen, LLC
3147 20th Ave SE
Albany, OR 97322

File No.: 7062-725526 (JB)
Date: December 01, 2005

STATUTORY WARRANTY DEED

John J. Pavlicek, Grantor, conveys and warrants to **Dean F. Jansen, LLC**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

See Exhibit "A" attached hereto and made a part hereof

This property is free from liens and encumbrances, EXCEPT:

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

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

The true consideration for this conveyance is **\$500,000.00**, which is paid by a **Qualified Intermediary of a 1031 deferred exchange**. (Here comply with requirements of ORS 93.030)

Dated this 20 day of December, 2005.

Date: December 01, 2005

File No.: 7062-725526 (JB)

EXHIBIT 'A'

LEGAL DESCRIPTION:

Lot 5 of CHELSEA SQUARE, City of Redmond, Deschutes County, Oregon.

RESERVING THEREFROM:

Buyer and Seller agree that a Deed of Restriction shall be executed and recorded as part of the closing which indicates that Buyer shall have the exclusive right to provide restaurant services in Chelsea Square on lot 5 (hereafter referred to as "Right of Exclusivity"). As a condition of such Right of Exclusivity Seller agrees that it shall not sell or lease to another full service restaurant or any restaurant that has a "Substantially Similar" use. Substantially similar in this case is any restaurant that serves pizza or specialty salads or salads as a primary menu item. Seller shall require this Right of Exclusivity as a condition of any future sale of the remaining lots at Chelsea Square provided, however if the use for lot 5 shall cease to operate as a restaurant in the future that such Right of Exclusivity shall be null and void and Seller or future interest holders in the remaining lots at Chelsea Square shall not be restricted by this agreement. Any change in the use of this restaurant pad lot 5 will need prior approval of John and Jill Pavlick and/or their heirs as long as they have any equitable interest in Chelsea Square, except that such approval shall not be unreasonably withheld. In consideration of Seller's agreement to restrict the use for the remaining lots at Chelsea Square, Buyer agrees that seller shall be allowed to have other food service up to 1500 sq. ft. and if seller wants to exceed the 1500 sq. ft. then seller must get consent from buyer.

Dean F. Jansen, LLC

BY: 

D. F. Jansen, Member

Initials: _____



D-D Cnt=1 Str=23 TH
\$10.00 \$11.00 \$10.00 \$5.00

12/15/2006 02:49:06 PM

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

MAIL TAX STATEMENT
TO: NO CHANGE

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

Grantor, RTC Partners, LLC, an Oregon Limited Liability Company, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 9.70 acres of COID water rights that are appurtenant to the lands listed in Exhibit A, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31, 1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: Parcel 1: 15-13-16 SW SE 300 and 15-13-16 NW SE 1900, and Parcel 2: 15-13-16 NW SE 907, and more particularly described as in Exhibit A, attached, and incorporated by this reference.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 9.70 acres of water rights incurred.

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

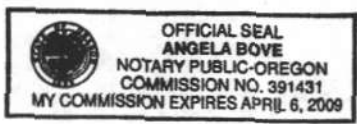
Consideration for this Quitclaim: \$ 0.00

Grantor: RTC PARTNERS, LLC, BY
Johnnie E. Ertle II, MEMBER Date 10/10/06

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on October 10, 2006 by Johnnie E. Ertle II
as Member for RTC Partners, LLC, an Oregon Limited Liability Company.

Ch. Bone
Notary Public



Grantee: [Signature] Date 12 Dec. 2006
Steven C. Johnson, Secretary-Manager Central Oregon Irrigation District

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on DECEMBER 12, 2006 by Steven C. Johnson as Secretary-Manager
for Central Oregon Irrigation District.

Laura L. Wollam
Notary Public



RTC Partners, LLC, an Oregon Limited Liability Company

Exhibit A

PARCEL 1:

A parcel of land lying in the West One-half of the Southeast One-quarter (W1/2SE1/4) of Section Sixteen (16), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, City of Redmond, Deschutes County, Oregon, and being a portion of the Old Deschutes County Fairgrounds as conveyed to Deschutes County on August 16, 1974 by Volume 209, Page 867, Deschutes County Deed Records, and a Tax Deed on May 5, 1977 by Volume 249, Page 866 Deschutes County Deed Records, and being that portion lying Easterly of the North-South Centerline of said Section 16, Southerly of the Southerly right of way line of Kalama Avenue as shown on the official plat of the Redmond Town Center as recorded in Plat Cabinet E, Pages 222 through 224 on April 29, 1999 in the Deschutes County Clerk's Office, and Westerly of the Easterly right of way line of Canal Boulevard as shown on the official plat of The Redmond Townsite Company's 2nd Addition to Redmond recorded on August 1, 1918 in Cabinet A, Page 50 of the plat records in the office of the County Clerk, Deschutes County, Oregon.

TOGETHER WITH those portions of vacated Sisters Avenue and Canal Boulevard which inured to said property by vacation ordinances recorded June 20, 2000 in Volume 2000, Page 24399, Deschutes County Records, and October 5, 2000 in Volume 2000, Page 40369, Deschutes County Records, and June 15, 2001, in Volume 2001, Page 28378, Deschutes County Records.

EXCEPTING THEREFROM Sisters Avenue and Canal Boulevard as dedicated to the Public recorded July 17, 2000, in Volume 2000, Page 28190, Deschutes County Records, and June 15, 2001, in Volume 2001, Page 28380, Deschutes County Records.

PARCEL 2:

Lot Two (2) of "Redmond Town Center", Deschutes County, Oregon

38695-36



DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2003-11834

\$36.00



02/21/2003 12:32:25 PM
D-D Cnt=1 Str=4 MARSHA
\$10.00 \$11.00 \$10.00 \$5.00

After recording return to:
RTC PARTNERS, LLC
1572 NW CUMBERLAND
BEND, OR 97701

7/17

Until a change is requested all
tax statements shall be sent to
the following address:
RTC PARTNERS, LLC
1572 NW CUMBERLAND
BEND, OR 97701

Escrow No. BT038695LS
Title No.

WARRANTY DEED

DESCHUTES COUNTY, OREGON,
Grantor(s) hereby grant, bargain, sell, warrant and convey to:
RTC PARTNERS, LLC, an Oregon Limited Liability Company
Grantee(s) and grantee's heirs, successors and assigns the following described
real property, free of encumbrances except as specifically set forth herein in
the County of DESCHUTES and State of Oregon, to wit:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE	
151316CA 10200	SERIAL NO. 150653
151316DC 00400	SERIAL NO. 124140
151316DC 00300	SERIAL NO. 150688
151316DB 01900	SERIAL NO. 150690
151316DB 00907	SERIAL NO. 197489

SUBJECT TO: all those items of record and those apparent upon the land, if
any, as of the date of this deed and those shown below, if any:
and the grantor will warrant and forever defend the said premises and every
part and parcel thereof against the lawful claims and demands of all persons
whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration for this conveyance is \$ 2,022,000.00.

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

Dated this 18th day of February, 2003.

DESCHUTES COUNTY, OREGON
BY: Dennis R. Luke
DENNIS R. LUKE, COMMISSIONER

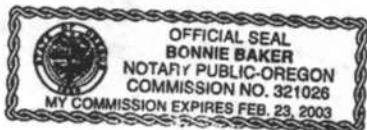
State of Oregon
County of DESCHUTES

This instrument was acknowledged before me on 18th day of Feb. 2003 by
DENNIS R. LUKE COMMISSIONER FOR DESCHUTES COUNTY.

Bonnie Baker

(Notary Public for Oregon)

My commission expires Feb 23, 2003



After recording, return to
AmeriTitle
15 OREGON AVENUE, BEND

EXHIBIT "A"

PARCEL 1-OLD FAIRGROUNDS:

A parcel of land lying in the West One-half of the Southeast One-quarter (W1/2SE1/4) of Section Sixteen (16), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, City of Redmond, Deschutes County, Oregon, and being a portion of the Old Deschutes County Fairgrounds as conveyed to Deschutes County on August 16, 1974 by Volume 209, Page 867, Deschutes County Deed Records, and a Tax Deed on May 5, 1977 by Volume 249, Page 866 Deschutes County Deed Records, and being that portion lying Easterly of the North-South Centerline of said Section 16, Southerly of the Southerly right of way line of Kalama Avenue as shown on the official plat of the Redmond Town Center as recorded in Plat Cabinet E, Pages 222 through 224 on April 29, 1999 in the Deschutes County Clerk's Office, and Westerly of the Easterly right of way line of Canal Boulevard as shown on the official plat of The Redmond Townsite Company's 2nd Addition to Redmond recorded on August 1, 1918 in Cabinet A, Page 50 of the plat records in the office of the County Clerk, Deschutes County, Oregon.

TOGETHER WITH those portions of vacated Sisters Avenue and Canal Boulevard which inured to said property by vacation ordinances recorded June 20, 2000 in Volume 2000, Page 24399, Deschutes County Records, and October 5, 2000 in Volume 2000, Page 40369, Deschutes County Records, and June 15, 2001, in Volume 2001, Page 28378, Deschutes County Records.

EXCEPTING THEREFROM Sisters Avenue and Canal Boulevard as dedicated to the Public recorded July 17, 2000, in Volume 2000, Page 28190, Deschutes County Records, and June 15, 2001, in Volume 2001, Page 28380, Deschutes County Records.

PARCEL 2-OLD FAIRGROUNDS:

A parcel of land lying in the Northeast One-quarter of the Southwest One-quarter (NE1/4SW1/4) of Section Sixteen (16), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, City of Redmond, Deschutes County, Oregon, and being that portion of the Old Deschutes County Fairgrounds as conveyed to Deschutes County on August 16, 1974 by Volume 209, Page 867, Deschutes County Deed Records and a Tax Deed on May 5, 1977 by Volume 249, Page 866, Deschutes County Deed Records, being Block Twenty (20) as shown on the official plat of Taylor's Addition recorded on January 28, 1948 filed in Cabinet A, Page 269 of the plat records in the office of the County Clerk, Deschutes County, Oregon. EXCEPT that portion dedicated to the Public recorded July 22, 1999, in Volume 1999, Page 35841, Deschutes County Records.

TOGETHER WITH the vacated alley which inured to said property by Vacation Order recorded June 15, 2001, in Volume 2001, Page 28379, Deschutes County Records.

PARCEL 3-OLD FAIRGROUNDS:

A parcel of land lying in the Southeast One-quarter (SE1/4) of Section Sixteen (16), Township Fifteen (15) South, Range Thirteen (13), East of the Willamette Meridian, City of Redmond, Deschutes County, Oregon, and being more particularly described as follows:

Lot Two (2) of the official plat of "Redmond Town Center" as recorded in Plat Cabinet E, Pages 222 through 224 on April 29, 1999 in the Deschutes County Clerk's Office.

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLOW, COUNTY CLERK

2001-45222

\$51.00



09/14/2001 11:55:34 AM

D-D Cnt=1 Str=4 MARSHA
\$25.00 \$11.00 \$10.00 \$5.00

51 1630546J
WHEN RECORDED RETURN TO:

Pacific Too, LLC.
2044 NW Trenton
Bend, Oregon 97701
Attn: Ken Tisher

SEND TAX STATEMENTS TO GRANTEE
AT THE FOLLOWING ADDRESS:

Pacific Too, LLC.
2044 NW Trenton
Bend, Oregon 97701
Attn: Ken Tisher

SPECIAL WARRANTY DEED

CONVEYANCE. FRED MEYER STORES, INC., a Delaware corporation ("Grantor"), for and in consideration of Three Hundred Fifty Thousand Dollars (\$350,000.00) and other valuable consideration in hand paid, does hereby grant, bargain, convey and specially warrant to PACIFIC TOO, LLC, an Oregon limited liability company, ("Grantee") the real property described on Exhibit 1 hereto (the "Parcel"), free of encumbrances created or suffered by Grantor, except for those specified in Exhibit 2 hereto. The Grantor for itself and its successor in interest does by these presents expressly limit the covenants of this Deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, Grantor will forever warrant and defend the said described real 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.

FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON
P.O. BOX 323
BEND, OR 97709

Acceptance. Acceptance of this Deed by Grantee, as evidenced by its recordation, constitutes Grantee's acceptance and approval of all its terms, including (without limitation) the grant or retention of the option to purchase pursuant to that recorded Memorandum of Option of even date herewith.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the 4 day of September, 2001.

GRANTOR

FRED MEYER STORES, INC.,
A Delaware corporation

David Deatherage
Name: David Deatherage
Title: VP + CFO

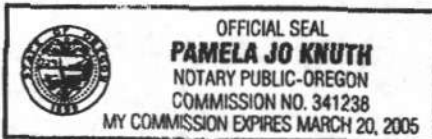
FRED MEYER STORES, INC.,
A Delaware corporation

Eric J. Low
Name: Eric J. Low
Title: VP REAL ESTATE

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

On this 4 day of September, 2001, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared David Deatherage, to me known to be the person who signed as the VP + CFO of Fred Meyer Stores, Inc., a Delaware corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned; and on oath stated that he or she was duly elected, qualified and acting as said officer of the corporation and was authorized to execute said instrument on behalf of the corporation, that the seal affixed, if any, is the corporate seal of the corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Pamela Jo Knuth
NOTARY PUBLIC in and for the State of Oregon,
Residing at: Gresham, OR
My Appointment Expires: 3/20/05

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

On this 4 day of September, 2001, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared Eric J. Low, to me known to be the person who signed as the VP of Real Estate of Fred Meyer Stores, Inc., a Delaware corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned; and on oath stated that he or she was duly elected, qualified and acting as said officer of the corporation and was authorized to execute said instrument on behalf of the corporation, that the seal affixed, if any, is the corporate seal of the corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Pamela Jo Knuth
NOTARY PUBLIC in and for the State of Oregon,
Residing at: Gresham, OR
My Appointment Expires: 3/20/05

EXHIBIT 1 TO DEED

Lot 6 of Redmond Town Center, Deschutes County, Oregon

Tax Parcel # 2-039 15 13 16 DB 00903

EXHIBIT 2 TO DEED

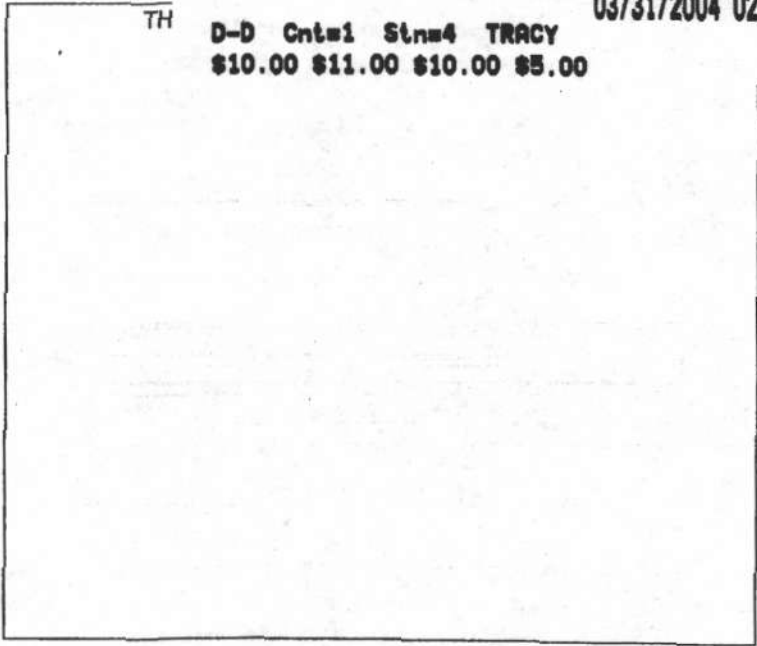
Encumbrances

1. The premises described herein fall within the boundaries of Central Oregon Irrigation District and are subject to rules and regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals thereof.
2. Easements as set forth and delineated on the official plat.
3. Covenants, conditions and restrictions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), imposed by instrument, including the terms and provisions thereof,
Recorded : September 28, 1999 in Book 1999 Page 47388
4. Site Plan Agreement, including the terms and provisions thereof, for improvements,
Dated : November 5, 1999
Recorded : November 15, 1999 in Book 1999 Page 54863
By and Between : Fred Meyer, Inc., and the City of Redmond
5. An easement created by instrument, including the terms and provisions thereof,
Dated : April 1, 1999
Recorded : November 10, 1999 in Book 1999 Page 54421
In Favor of : PacifiCorp, an Oregon corporation
For : right-of-way
6. 2001-2002 Taxes, a lien as of July 2 2001, but not yet payable.



03/31/2004 02:24:53 PM

D-D Cnt=1 Stn=4 TRACY
\$10.00 \$11.00 \$10.00 \$5.00



After recording return to:
Todd M. Sheldon
1704 NW Ivy Avenue
Redmond, OR 97756

Until a change is requested all tax statements
shall be sent to the following address:
Todd M. Sheldon
1704 NW Ivy Avenue
Redmond, OR 97756

File No.: 7062-315818 (JB)
Date: March 23, 2004

FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON
P.O. BOX 323
BEND, OR 97709

STATUTORY WARRANTY DEED

John J. Pavlicek, Grantor, conveys and warrants to **KCBC Enterprises, LLC**, an Oregon limited liability company

_____, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

Lot 7 of REDMOND TOWN CENTER, City of Redmond, Deschutes County, Oregon

This property is free from liens and encumbrances, EXCEPT:

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

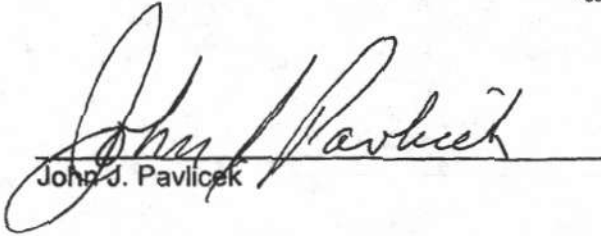
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO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

The true consideration for this conveyance is **\$370,177.00**. (Here comply with requirements of ORS 93.030)

APN: 197484

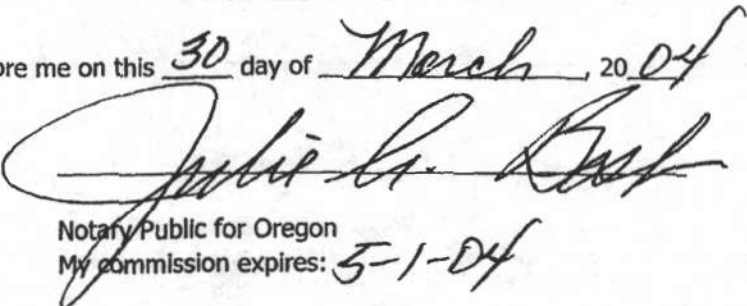
Statutory Warranty Deed
- continued

File No.: 7062-315818 (JB)
Date: 03/23/2004


John J. Pavlicek

STATE OF Oregon)
County of Deschutes)ss.
)

This instrument was acknowledged before me on this 30 day of March, 2004
by **John J. Pavlicek**.


Notary Public for Oregon
My commission expires: 5-1-04





DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-83883



\$31.00

00517527200600638830010010

12/27/2006 10:58:32 AM

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

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

MAIL TAX STATEMENT
TO: NO CHANGE

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

Grantor, Klamath First Federal Savings and Loan Association, ^{Spokane Savings Bank, SUCCESSOR-in-interest} releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands ("Lands") described as Lot Five (5) of REDMOND TOWN CENTER, Deschutes County, Oregon, release their claim and responsibility for 0.39 acres of COID water rights that are appurtenant to the Lands, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31, 1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-16 NW SE 904.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 0.39 acres of water rights incurred.

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

Consideration for this Quitclaim: \$ 0.00

Grantor:

David A. Burkardt Date 12-15-2006

State of Oregon Was)
Spokane) ss.
County of Deschutes)

This instrument was acknowledged before me on 12-15-2006 by DAVID A. BURKARDT
as EVP Corporate Administrator for Klamath First Federal Savings and Loan Association.

Spokane Savings Bank, SUCCESSOR-in-interest

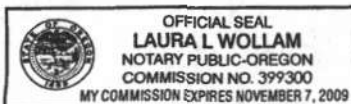


[Signature]
Notary Public

Grantee: [Signature] Date 20 Dec. 2006
Steven C. Johnson, Secretary-Manager Central Oregon Irrigation District

State of Oregon)
County of Deschutes) ss.

This instrument was acknowledged before me on DECEMBER 19, 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.



[Signature]
Notary Public

VOL: 1999 PAGE: 57484
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



*1999-57484 * Vol-Page

Printed: 12/03/1999 14:28:17

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Dec. 3, 1999; 2:18 p.m.

RECEIPT NO: 14481

DOCUMENT TYPE: Deed

FEE PAID: \$45.00

NUMBER OF PAGES: 2

A handwritten signature in cursive script that reads "Mary Sue Penhollow".

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

45 153272 6J

99-57484-1



Title Order No. 153272-GJ
Escrow No. 99160781

After recording return to:
Klamath 1st Federal Savings and Loan Association
540 Main St.
Klamath Falls, OR 97601-9982
Attn: Gerald Brown
Until a change is requested all tax statements shall
be sent to the following address.
Klamath 1st Federal Savings and Loan Association
540 Main St.
Klamath Falls, OR 97601-9982
Attn: Gerald Brown

STATUTORY WARRANTY DEED

Fred Meyer Stores, Inc., a Delaware corporation, Grantor, conveys and warrants to Klamath 1st Federal Savings and Loan Association, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:
Lot 5 of REDMOND TOWN CENTER, Deschutes County, Oregon

This property is free of liens and encumbrances, EXCEPT: Exhibit "A" attached hereto and made a part hereof.

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

The true consideration for this conveyance is \$ 350,000.00

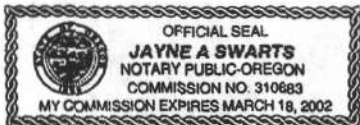
Dated this 24th day of November, 1999.

Fred Meyer Stores, Inc., a Delaware corporation

BY: Scott L. Wippel
Scott L. Wippel, Sr. Vice President

STATE OF OREGON }
County of Multnomah } SS:

This instrument was acknowledged before me on November 24, 1999, by Scott L. Wippel as Sr. Vice President of Fred Meyer Stores, Inc., a Delaware corporation, on behalf of the corporation.



Jayne A. Swarts
Notary Public for Oregon
My Commission Expires March 18, 2002

EXHIBIT "A"

Redmond City Liens, if any.

The premises under search fall within the boundaries of Central Oregon Irrigation District and are subject to rules and regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals thereof. (No water rights)

An easement created by instrument, including the terms and provisions thereof,
Recorded : March 5, 1923 in Book 35 Page 40
In Favor of : The Pacific Telephone and Telegraph Company, its successors and assigns

Pipeline easement as delineated on the official plat of Taylor's Addition.

The effect of a Right of Way Easement created by instrument, including the terms and provisions thereof,
Dated : January 13, 1975
Recorded : January 20, 1975 in Book 215 Page 198
In Favor of : Pacific Power & Light Company, a corporation
For : an electric transmission and distribution line

NOTE: The grantor was not vested with fee title at time of conveyance.

Easements as set forth and delineated on the official plat.

Covenants, conditions and restrictions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), Imposed by instrument, including the terms and provisions thereof,
Recorded : September 28, 1999 in Book 1999 Page 47388

Site Plan Agreement, including the terms and provisions thereof, for improvements,
Dated : November 5, 1999
Recorded : November 15, 1999 in Book 1999 Page 54863
By and Between : Fred Meyer, Inc., and the City of Redmond

R0088965RR 41-

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-44252



\$41.00

00474637200600442520030031

06/27/2006 03:02:40 PM

D-D Cnt=1 Stn=26 SHIRLEY
\$15.00 \$11.00 \$10.00 \$5.00

WARRANTY DEED

Recording requested and
when recorded return to:

Jon J. Napier
Karnopp Petersen LLP
1201 NW Wall Street, Suite 300
Bend, Oregon 97701-1957

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

Ochoco Development Co. LLC
974 SW Veterans Way Suite 106 PNB 202
Redmond, OR 97756

3
*The true consideration for this conveyance is a tax free capital contribution to a
partnership under Section 721 of the Internal Revenue Code.*

J. PAT HORTON and CAROLYN HORTON, husband and wife, as to an undivided
one half interest and JAYNE I. HEYNE, as to an undivided one half interest, as tenants in
common, Grantors, convey and warrant to OCHOCO DEVELOPMENT CO. LLC, Grantee,
whose address is 974 SW Veterans Way, Suite 106 PNB 202, Redmond, Oregon 97756, the real
property described on Exhibit A attached hereto and incorporated herein by this reference, free
of encumbrances except covenants, conditions, restrictions, liens and encumbrances of record.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF
ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE
PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE
LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS
INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD
CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO

Page 1. **WARRANTY DEED**

12264-001\264100

After recording, return to
Amerititle
15 OREGON AVENUE, BEND

After recording, return to
Amerititle
15 OREGON AVENUE, BEND

Exhibit A

PARCEL 1: Lot Three (3) of REDMOND TOWN CENTER, Deschutes County, Oregon.

PARCEL 2: Easements as set forth in that Declaration of Covenants, Conditions, Restrictions and Easements recorded September 28, 1999, in Volume 1999, Page 47388, Deschutes County Records.

314
NN BETTY ALLEN, TRUSTEE OF THE IRREVOCABLE TRUST AGREEMENT FOR THE BENEFIT OF STEVEN D. ALLEN, DATED MAY 19, 1999, AND STEVEN D. ALLEN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, BOTH AS TENANTS IN COMM
246 AUGUSTA LANE, APTOS, CA 95003

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2005-52983



\$31.00

08/11/2005 03:14:17 PM

D-D Cnt=1 Str=26 SHIRLEY
\$5.00 \$11.00 \$10.00 \$5.00

Grantor's Name and Address
PACIFIC RIVER PROPERTIES LLC
P.O. Box 241
APTOS CA 95001-0241

SPACE RESERVED FOR RECORDER'S USE

and/or as fee/file/instrument/microfilm/reception No. _____, Records of this County.

Witness my hand and seal of County affixed.

After recording, return to (Name, Address, Zip):
PACIFIC RIVER PROPERTIES LLC
P.O. Box 241
APTOS CA 95001-0241

NAME TITLE

Until requested otherwise, send all tax statements to (Name, Address, Zip):
PACIFIC RIVER PROPERTIES LLC
P.O. Box 241
APTOS CA 95001-0241

By _____, Deputy.

WARRANTY DEED - STATUTORY FORM (INDIVIDUAL GRANTOR)

BETTY R. ALLEN, TRUSTEE OF THE IRREVOCABLE TRUST AGREEMENT FOR THE BENEFIT OF STEVEN D. ALLEN, DATED MAY 19, 1999, ET AL., Grantor,
conveys and warrants to PACIFIC RIVER PROPERTIES LLC, Grantee,

the following described real property free of encumbrances, except as specifically set forth herein, situated in DESCHUTES County, Oregon, to-wit:

LOT AUA (4) OF ROYAL TOWN CENTER, DESCHUTES COUNTY, OREGON.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

The property is free from encumbrances, except (if none, so state):

THOSE MATTERS CURRENTLY OF REUEID.

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

TO CHANGE VESTING

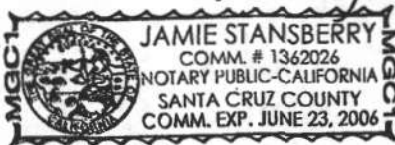
DATED AUGUST 1, 2005

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

Betty R. Allen, Trustee
BETTY R. ALLEN, TRUSTEE
Steven D. Allen
STEVEN D. ALLEN

CALIFORNIA
STATE OF OREGON, County of SANTA CRUZ ss.

This instrument was acknowledged before me on AUGUST 2, 2005
by BETTY R. ALLEN AND STEVEN D. ALLEN



Kenida
Notary Public for Oregon CALIFORNIA
My commission expires 6/23/06

After recording, return to
Amerititle

15 OREGON AVENUE, BEND Emily



00515467200600610570010010

12/15/2006 02:49:06 PM

D-D Cnt=1 Str=23 TH

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

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

MAIL TAX STATEMENT
TO: NO CHANGE

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

Grantor, John J. Pavlicek, releases and quitclaims to Central Oregon Irrigation District (COID), Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands ("Lands") described as Parcel 1: Lot Two (2) CHELSEA SQUARE, Deschutes County, Oregon, and Parcel 2: Lots One (1), Three (3) and Four (4), CHELSEA SQUARE, Deschutes County, Oregon, release their claim and responsibility for 1.97 acres of COID water rights that are appurtenant to the Lands, to COID. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31, 1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: Parcel 1: 15-13-16 NW SE 908, and Parcel 2: 15-13-16 ~~NE SW~~ 300, 15-13-16 NW SE 901 and 15-13-16 NW SE 909.

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

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the described 1.97 acres of water rights incurred.

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

Consideration for this Quitclaim: \$ 0.00

Grantor:

John J. Pavlicek

Date 10-14-06

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on Oct 14, 2006 by _____



Kimberly D Seely
Notary Public

Grantee:

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

Date 12 Dec. 2006

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on DECEMBER 12, 2006 by Steven C. Johnson as Secretary-Manager for Central Oregon Irrigation District.



Laura L Wollam
Notary Public



\$36.00

TH 00250087200400139110020023

03/15/2004 11:57:37 AM

D-D Cnt=1 Stn=4 TRACY
\$10.00 \$11.00 \$10.00 \$5.00



After recording return to:
John J. Pavlicek
1700 NW Iowa Avenue
Bend, OR 97701

Until a change is requested all tax statements
shall be sent to the following address:
John J. Pavlicek
1700 NW Iowa Avenue
Bend, OR 97701

File No.: 7062-332031 (JB) TH
Date: February 23, 2004

FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON
P.O. BOX 323
BEND, OR 97709

STATUTORY WARRANTY DEED

Ronald D. Bozarth and Sharon J. Bozarth, as tenants by the entirety, Grantor, conveys and warrants to **John J. Pavlicek**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

Lot 5 and 6 in Block 1 of TAYLOR'S ADDITION TO CITY OF REDMOND, Deschutes County, Oregon

This property is free from liens and encumbrances, EXCEPT:

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

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

The true consideration for this conveyance is **\$180,000.00**. (Here comply with requirements of ORS 93.030)

APN: 123836

Statutory Warranty Deed
- continued

File No.: 7062-332031 (JB)
Date: 02/23/2004

Ronald D. Bozarth

Ronald D. Bozarth

Sharon J. Bozarth

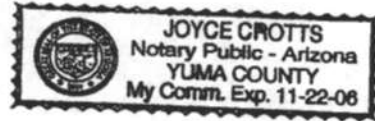
Sharon J. Bozarth

STATE OF Arizona)
County of Yuma)ss.
)

This instrument was acknowledged before me on this 26 day of February, 2004
by **Ronald D. Bozarth and Sharon J. Bozarth.**

Joyce Crotts

Notary Public for
My commission expires:





00257621200400186750020020

04/09/2004 03:41:37 PM

D-D Cnt=1 Str=3 PAM
\$10.00 \$11.00 \$10.00 \$5.00



After recording return to:
John J. Pavlicek
834 SW 11th Street
Redmond, OR 97756

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

John J. Pavlicek
834 SW 11th Street
Redmond, OR 97756

File No.: 7062-359934 (JB)
Date: April 06, 2004

FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON
P.O. BOX 323
BEND, OR 97709

STATUTORY WARRANTY DEED

Delbert Kline and Samantha Kline, Grantor, conveys and warrants to **John J. Pavlicek**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

Lots 1 and 2 and the North one-half (1/2) of Lot 3 in Block 1 of TAYLOR'S ADDITION to the City of Redmond, Deschutes County, Oregon.

This property is free from liens and encumbrances, EXCEPT:

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

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

The true consideration for this conveyance is **\$350,000.00**. (Here comply with requirements of ORS 93.030)

APN: 123838

Statutory Warranty Deed
- continued

File No.: 7062-359934 (JB)
Date: 04/06/2004

Delbert Kline
Delbert Kline

Samantha Kline
Samantha Kline

STATE OF Oregon)
County of Deschutes)ss.
)

This instrument was acknowledged before me on this

8 day of April, 2004

Nancy M. Mills



Notary Public for Oregon
My commission expires:

1-22-2005

NN

Temple Mtn. Development, L.L.C.
 1700 NW Iowa Ave.
 Bend, OR 97701
Grantor's Name and Address
 John J. Pavlicek
 1700 NW Iowa Ave.
 Bend, OR 97701
Grantee's Name and Address

After recording, return to (Name, Address, Zip):
 John J. Pavlicek
 1700 NW Iowa Ave.
 Bend, OR 97701

Until requested otherwise, send all tax statements to (Name, Address, Zip):
 John J. Pavlicek
 1700 NW Iowa Ave.
 Bend, OR 97701

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2004-73244



\$31.00

12/08/2004 02:49:13 PM

D-D Cnt=1 Str=25 PAM
 SPACE R \$5.00 \$11.00 \$10.00 \$5.00
 FO.
 RECORDER'S USE

Witness my hand and seal of County affixed.

NAME TITLE
 By _____, Deputy.

WARRANTY DEED

KNOW ALL BY THESE PRESENTS that _____
 Temple Mtn. Development, L.L.C.,
 hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by _____
 John J. Pavlicek
 hereinafter called grantee, does hereby grant, bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns,
 that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining,
 situated in _____ Deschutes _____ County, State of Oregon, described as follows, to-wit:

57.87% of Lot 8 of REDMOND TOWN CENTER, City of Redmond, Deschutes County, Oregon.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.
 And grantor hereby covenants to and with grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized
 in fee simple of the above granted premises, free from all encumbrances except (if no exceptions, so state): _____
 none

_____, and that
 grantor will warrant and forever defend the premises and every part and parcel thereof against the lawful claims and demands of all
 persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$14valuable consideration
~~actual consideration consists of or includes other property, value given or promised which is the whole or part of the (indicate
 which consideration) (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)~~

In construing this deed, where the context so requires, the singular includes the plural.
 In witness whereof, the grantor has executed this instrument on December 2, 2004; if grantor
 is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so
 by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN
 THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGU-
 LATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
 ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPRO-
 PRIATE 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 90.930.

This instrument was acknowledged before me on December 2, 2004
 by John J. Pavlicek, Member of Temple Mtn. Development, L.L.C.



Notary Public for Oregon
 My commission expires 11.13.05

2004 - 73244

DESCHUTES COUNTY ASSESSOR'S NAME LEDGER

4/3/2008 10:03:17 AM

Account ID 249872 **Township** 15 **Range** 13 **Section** 16 **1/4** D **1/16** B **Taxlot** 00908 **Special Interest**

Effective Date 27-Oct-2005 10:47 AM **Transaction ID** 1013953 **Entry Date** 25-Oct-2005 **Recorded Date** 16-Sep-2005 **Sale Date** 16-Sep-2005

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
3	1064289	2006	CLERK	S/P	2005	183	1	CLERK:G:828A		SUBDIVISION PLAT - TO	<u>151316DB00901</u>

CHELSEA SQUARE

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
	A	PAVLICEK, JOHN J	OWNER	OWNER	100.0000

Size Changes	Code	+ / - Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code
	2039	30,021.00 SqFt				

Size Totals	Code	Acres	Sqft	Alternate Size

Notes: NEW LEGAL DESCRIPTION

Action	Subdivision	Block	Lot	Direction	Part	Part Type
Add:	CHELSEA SQUARE		<u>2</u>			

Effective Date 06-Jul-2006 10:20 AM **Transaction ID** 1207556 **Entry Date** 28-Jun-2006 **Recorded Date** 20-Jun-2006 **Sale Price** \$508,240
Sale Date 16-Jun-2006

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	1278565	2006	CLERK - BOR	WD	2006	42447	1			TLC	

DOCUMENT IS TO RELEASE ANY INTEREST OF GRANTOR IN LEASE RECORDED AS 2006-15987

Size Totals	Code	Acres	Sqft	Alternate Size

Effective Date 10-Apr-2007 11:40 AM **Transaction ID** 1620065 **Entry Date** 10-Apr-2007 **Recorded Date** 06-Apr-2007 **Sale Date** 05-Apr-2007

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	1773286	2007	CLERK - BOR	WD	2007	19947	1			NAME CHANGE	

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
	D	PAVLICEK, JOHN J	OWNER	OWNER	100.0000
	A	SOUTH VALLEY BANK & TRUST	OWNER	OWNER	100.0000

Size Totals	Code	Acres	Sqft	Alternate Size

6-828

SURVEYOR'S CERTIFICATE

I, ROBERT R. POVEY, OREGON REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1652, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED, SUBDIVIDED AND PLATTED INTO LOTS, AND EASEMENTS AND HAVE MARKED THE EXTERIOR BOUNDARY OF AND UPON COMPLETION OF IMPROVEMENTS, WILL MONUMENT THE INTERIOR CORNERS OF THE LANDS SHOWN ON THIS PLAT OF "CHELSEA SQUARE", THE BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4" PINE WITH YELLOW PLASTER CAP MARKED POINT OF BEGINNING THE NORTHWEST CORNER OF BLOCK 1, TAYLOR'S ADDITION TO CITY OF REDMOND, OREGON, LOCATED IN THE NW1/4 OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 13 EAST, W.M., CITY OF REDMOND, DESCHUTES COUNTY, OREGON, THE INITIAL POINT AS WELL AS THE TRUE POINT OF BEGINNING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THENCE S00°10'44"E ALONG THE WEST LINE OF SAID BLOCK - 208.87 FEET;
THENCE S42°00'00" NON-TANGENT RADIUS CURVE (CONCAVE EAST) OF THE RADIUS OF 110.00 FEET TO THE POINT OF BEGINNING;
THENCE S89°07'22"E - 110.00 FEET TO THE R/W OF SW INDAV AVENUE AS PER REDMOND TOWN CENTER, A SUBDIVISION RECORDED APRIL 23, 1999, WITH THE DESCHUTES COUNTY CLERK;
THENCE S12°00'00" FEET ALONG THE ARC OF A 185.00 FOOT RADIUS CURVE (CONCAVE SOUTHWEST) TO THE POINT OF BEGINNING A CENTRAL ANGLE OF 57°41'41" AND A LONG CHORD BEARING S64°10'15"E - 140.66 FEET;
THENCE S60°41'25"E ALONG SAID R/W - 117.48 FEET TO THE WEST R/W OF VETERANS WAY (PLATTED AS NINTH ST. PER SAID REDMOND TOWN CENTER);
THENCE N48°16'35"E ALONG SAID R/W - 91.23 FEET;
THENCE N89°01'15"E ALONG SAID R/W - 78.23 FEET;
THENCE S14°09'17"E ALONG THE ARC OF A 41.00 FOOT NON-TANGENT RADIUS CURVE (CONCAVE WEST) OF SAID R/W, FORMING A CENTRAL ANGLE OF 117°41'41" AND A LONG CHORD BEARING N21°47'01"E - 307.11 FEET;
THENCE N00°12'42"W ALONG SAID R/W - 47.81 FEET TO THE SOUTH R/W OF SW HIGHLAND AVENUE PER SAID REDMOND TOWN CENTER;
THENCE N89°42'30"W ALONG SAID R/W - 110.50 FEET;
THENCE N89°42'30"W ALONG SAID R/W - 235.88 FEET;
THENCE S89°42'30"W ALONG SAID R/W - 122.58 FEET TO THE POINT OF BEGINNING.
THE SAME CONTAINING APPROXIMATELY 3.71 LAND ACRES, TOGETHER WITH NO COLD WATER RIGHT AGES AND APPURTENANT THEREON, SUBJECT TO ALL EXISTING EASEMENTS AND RIGHTS-OF-WAY OVER AND ACROSS THE ABOVE DESCRIBED PARCEL OF LAND.

An Affidavit of Consent to Declaration has been recorded per the Affidavit of Correction in Vol 2065 page 1446 Official Records

Mike Berry
DESCHUTES COUNTY SURVEYOR

NARRATIVE

WE WERE RETAINED BY JOHN PALDOK TO SURVEY LOT 8, REDMOND TOWN CENTER, TAYLOR'S ADDITION, SECTION 10, TOWNSHIP 15 SOUTH, RANGE 13 EAST, W.M., CITY OF REDMOND, DESCHUTES COUNTY, OREGON.

IN OUR BOUNDARY SURVEY, PAGE LOT 8 WAS SURVEYED AND PLATTED AS "CHELSEA SQUARE". SAID LOT 8 WAS SURVEYED AND MONUMENTED PER THE REPLAT OF PORTIONS OF REDMOND TOWNSITE, REDMOND TOWNSHIP CO'S SECOND ADDITION AND TAYLOR'S ADDITION, PLAT DATED JANUARY 2, 1998, AND TAYLOR'S ADDITION, PLAT DATED JANUARY 2, 1998, AND WERE HELD AS FOUND.

THE NORTH BOUNDARY OF BLOCK 1, TAYLOR'S ADDITION WAS ESTABLISHED BY THE FOUND 1/2" PINE MONUMENTING THE NW CORNER OF LOT 1, BLOCK 1, TAYLOR'S ADDITION AND THE 5/8" REBAR MONUMENTING THE NW CORNER OF LOT 8, REDMOND TOWN CENTER. THE REALIGNMENT OF INDAV AVENUE WAS ESTABLISHED BY ROTATING THE OREGON DEPARTMENT OF TRANSPORTATION HORIZONTAL CONTROL POINT, AND RETRIANGULATED MAP (CS16265), USING THE CENTER ONE-QUARTER OF SECTION 15, AND FOUND MONUMENTS ALONG VETERANS WAY.

WITH THE BOUNDARY THUS ESTABLISHED, THE DESIRED LOT LINES WERE COMPUTED. THIS MAP PREPARED AND MONUMENTS SET AS SHOWN. THE BEARINGS FOR THIS SURVEY ARE BASED ON THE WEST LINE OF THE NW1/4 OF SECTION 15, BEARING N00°07'07"W - 2839.52 FEET PER OUR SURVEY OF "VALUAMA PARK" CS15116.

DECLARATION

I KNOW ALL PEOPLE BY THESE PRESENTS, THAT JOHN J. PALDOK IS THE OWNER OF THE LANDS SHOWN ON THIS PLAT OF "CHELSEA SQUARE". THE BOUNDARY OF WHICH IS MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE, AND THAT HE CLOSED THE SAME TO BE SURVEYED AND SUBDIVIDED INTO LOTS, STREETS AND EASEMENTS, AND HE DOES HEREBY SUBMIT TO REDMOND APPROVAL, SIGN AND PLACE THEREON WATER AND PUBLIC UTILITY EASEMENTS, AND DOES HEREBY CERTIFY THAT HE HAS ADVISED HIS NEIGHBORS AND DOES HEREBY CREATE THOSE PRIVATE SEWER AND WATER EASEMENTS AS SHOWN HEREON.

John J. Paldok
OWNER



STATE OF OREGON }
COUNTY OF DESCHUTES } S.S.
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JOHN J. PALDOK ON THIS 17th DAY OF August, 2005

Robert R. Povey
NOTARY PUBLIC, STATE OF OREGON

NAME: Robert R. Povey
COMMISSION NUMBER: 381449
EXPIRATION DATE: June 12, 2009

I, HEREBY CERTIFY THIS MAPLAR TO BE A TRUE AND EXACT COPY OF "CHELSEA SQUARE".

ROBERT R. POVEY, LS 1652
Robert R. Povey
DATE: 9-16-2005

DESCHUTES COUNTY SURVEYOR.
FILED 9/20/2005 BY: *Willie Spivey*

CHELSEA SQUARE

A 3.71 ACRE SUBDIVISION OF LOT 8, REDMOND TOWN CENTER AND REPLAT OF LOTS 1, 2, 5 & 6 AND A PORTION OF LOT 3, BLOCK 1, TAYLOR'S ADDITION, LOCATED IN A PORTION OF THE SE1/4 NW1/4, NE1/4 SW1/4, NW1/4 SE1/4, SW1/4 NE1/4 OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 13 EAST, W.M., CITY OF REDMOND, DESCHUTES COUNTY, OREGON

CONSENT TO DECLARATION

A SUBDIVISION CONSENT AFFIDAVIT FROM SOUTH VALLEY BANK AND TRUST IS BEEN RECORDED W BOOK PAGE DESCHUTES COUNTY RECORDS.

ASSESSOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL AD VALOREM TAXES AND SPECIAL ASSESSMENTS, FEES AND OTHER CHARGES REQUIRED BY LAW TO BE PLACED ON THE 2004 - 2005 TAX ROLL, WHICH BECAME A LEN ON THIS SUBDIVISION, OR WILL BECOME A LEN DURING THIS TAX YEAR, HAVE BEEN PAID TO ME.

Robert R. Povey
DESCHUTES COUNTY ASSESSOR
DATE: 8-24-2005

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES APPURTENANT TO THIS PLAT OF "CHELSEA SQUARE" ARE PAID AS OF THIS DATE.

Robert R. Povey
DESCHUTES COUNTY TAX COLLECTOR
DATE: 8-24-2005

APPROVALS

THIS PLAT OF "CHELSEA SQUARE", LOCATED AS DESCRIBED IN THE SURVEYOR'S CERTIFICATE, HAS BEEN EXAMINED AND APPROVED BY:

Frankie Davis
REDMOND COMMUNITY DEVELOPMENT DIRECTOR
DATE: 9/16/05

Cliff
REDMOND PUBLIC WORKS DIRECTOR
DATE: 9/16/05

Mark
REDMOND CITY MANAGER
DATE: 9/16/05

Debbie H. Goble
BOARD OF DESCHUTES COUNTY COMMISSIONERS
DATE: 9/15/05

Mike Berry
DESCHUTES COUNTY SURVEYOR
DATE: 8-25-05

Robert R. Povey
CENTRAL OREGON IRRIGATION DISTRICT
DATE: 8-25-05

SIGNATURES BY THE CITY OF REDMOND CONSTITUTE ACCEPTANCE BY THE CITY OF ALL EASEMENTS DEDICATED HEREIN TO THE CITY OF REDMOND.

REGISTERED PROFESSIONAL LAND SURVEYOR
Robert R. Povey
DATE: 8-16-2005

DESCHUTES COUNTY SURVEYOR
ROBERT R. POVEY
1652
RECORDED DATE: 12/31/05

PAGE 1 OF 3
POWER AND ASSOC. LAND SURVEYORS
P.O. BOX 131, REDMOND, OR 97756
(503) 546-6778
040165.0MG

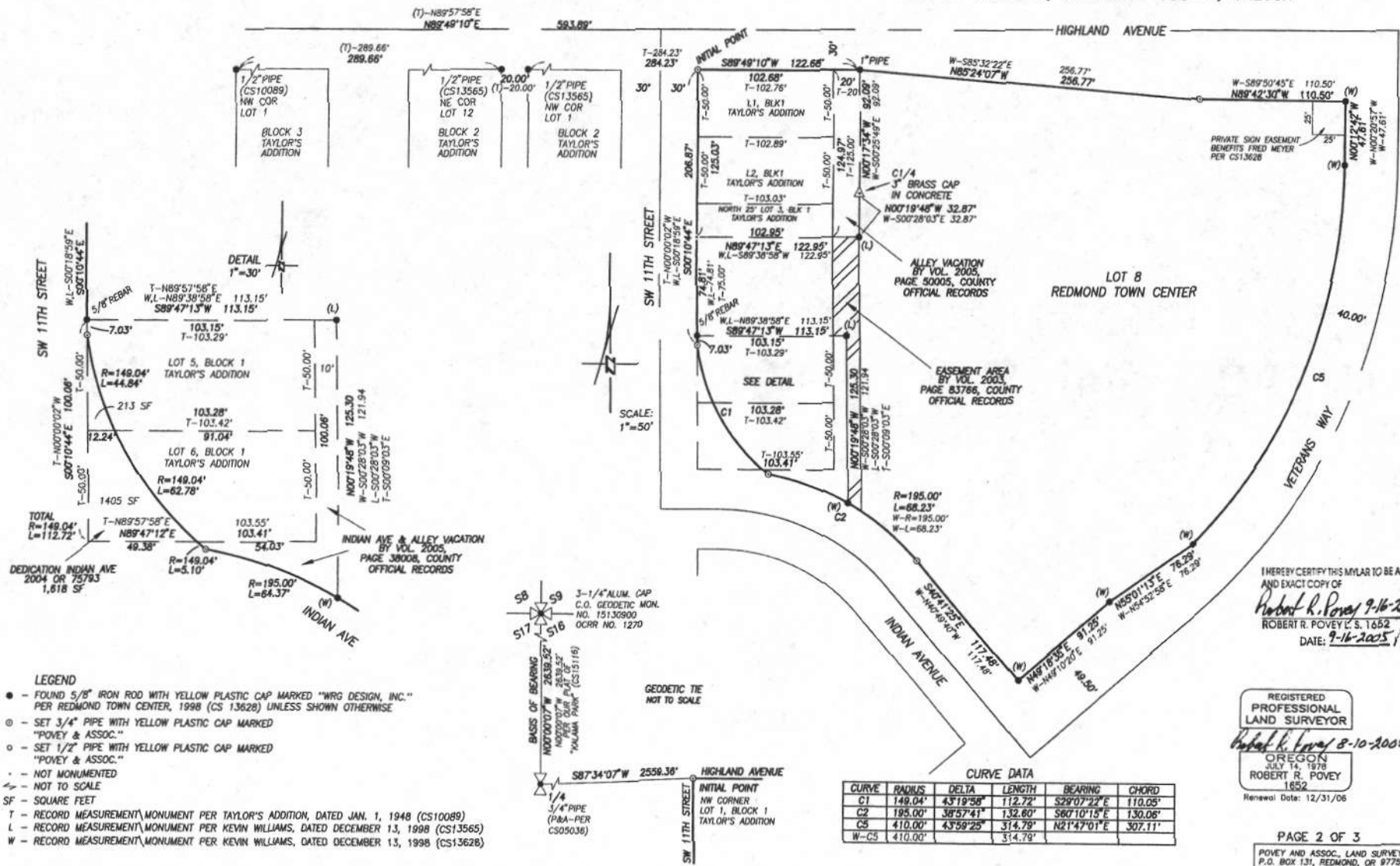
824

CS16589

DESCHUTES COUNTY SURVEYOR
FILED 9/20 2005 BY: Vikk Pope

CHELSEA SQUARE

A 3.71 ACRE SUBDIVISION OF LOT 8, REDMOND TOWN CENTER AND REPLAT OF LOTS 1, 2, 5 & 6 AND A PORTION OF LOT 3, BLOCK 1, TAYLOR'S ADDITION, LOCATED IN A PORTION OF THE SE1/4 NW1/4, NE1/4 SW1/4, NW1/4 SE1/4, SW1/4 NE1/4 OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 13 EAST, W.M., CITY OF REDMOND, DESCHUTES COUNTY, OREGON



- LEGEND**
- - FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "WRG DESIGN, INC." PER REDMOND TOWN CENTER, 1998 (CS 13628) UNLESS SHOWN OTHERWISE
 - - SET 3/4" PIPE WITH YELLOW PLASTIC CAP MARKED "POVEY & ASSOC."
 - - SET 1/2" PIPE WITH YELLOW PLASTIC CAP MARKED "POVEY & ASSOC."
 - - NOT MONUMENTED
 - - NOT TO SCALE
 - SF - SQUARE FEET
 - T - RECORD MEASUREMENT/MONUMENT PER TAYLOR'S ADDITION, DATED JAN. 1, 1948 (CS10089)
 - L - RECORD MEASUREMENT/MONUMENT PER KEVIN WILLIAMS, DATED DECEMBER 13, 1998 (CS13565)
 - W - RECORD MEASUREMENT/MONUMENT PER KEVIN WILLIAMS, DATED DECEMBER 13, 1998 (CS13628)

CURVE DATA

CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	149.04'	43°19'58"	112.72'	S29°07'22"E	110.05'
C2	195.00'	38°57'41"	132.80'	S80°10'15"E	130.06'
C3	410.00'	43°59'25"	314.78'	N21°47'01"E	307.11'
W-C5	410.00'		314.78'		

I HEREBY CERTIFY THIS MAP/LAR TO BE A TRUE AND EXACT COPY OF
Robert R. Povey 9-16-2005
 ROBERT R. POVEY, S. 1652
 DATE: 9-16-2005

REGISTERED PROFESSIONAL LAND SURVEYOR
Robert R. Povey 8-10-2005
 OREGON
 JULY 14, 1978
 ROBERT R. POVEY
 1652
 Renewal Date: 12/31/06

PAGE 2 OF 3
 POVEY AND ASSOC., LAND SURVEYORS
 P.O. BOX 131, REDMOND, OR 97756
 (541) 548-6778 040165.DWG

CS16589

CELSEA SQUARE

A 3.71 AC SUBDIVISION OF LOT 8, REDMOND TOWN CENTER AND REPL OF LOTS 1, 2, 5 & 6 AND A PORTION OF LOT 3, BLOCK 1, LOR'S ADDITION, LOCATED IN A PORTION OF THE SE1/4 NW4, NE1/4 SW1/4, NW1/4 SE1/4, SW1/4 NE1/4 OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 13 EAST, W.M., CITY OF REDMOND, DESCHUTES COUNTY, OREGON

- LEGEND**
- - FOUND 5/8" ROD WITH YELLOW PLASTIC CAP MARKED "WRG DESIGN, INC." PER REDMOND TOWN CENTER, 1998 (CS 13628) UNLESS SHOWN OTHERWISE
 - - SET 3/4" WITH YELLOW PLASTIC CAP MARKED "POVEY & L."
 - - SET 1/2" WITH YELLOW PLASTIC CAP MARKED "POVEY & L."
 - ✓ - INDICATES MEASUREMENT HAS BEEN SET - ALL OTHER MONUMENTS SHOWN AS SET WILL BE POST MONUMENTED
 - - - NOT MONUMENTED
 - - - NOT TO SCALE
 - SF - SQUARE FEET

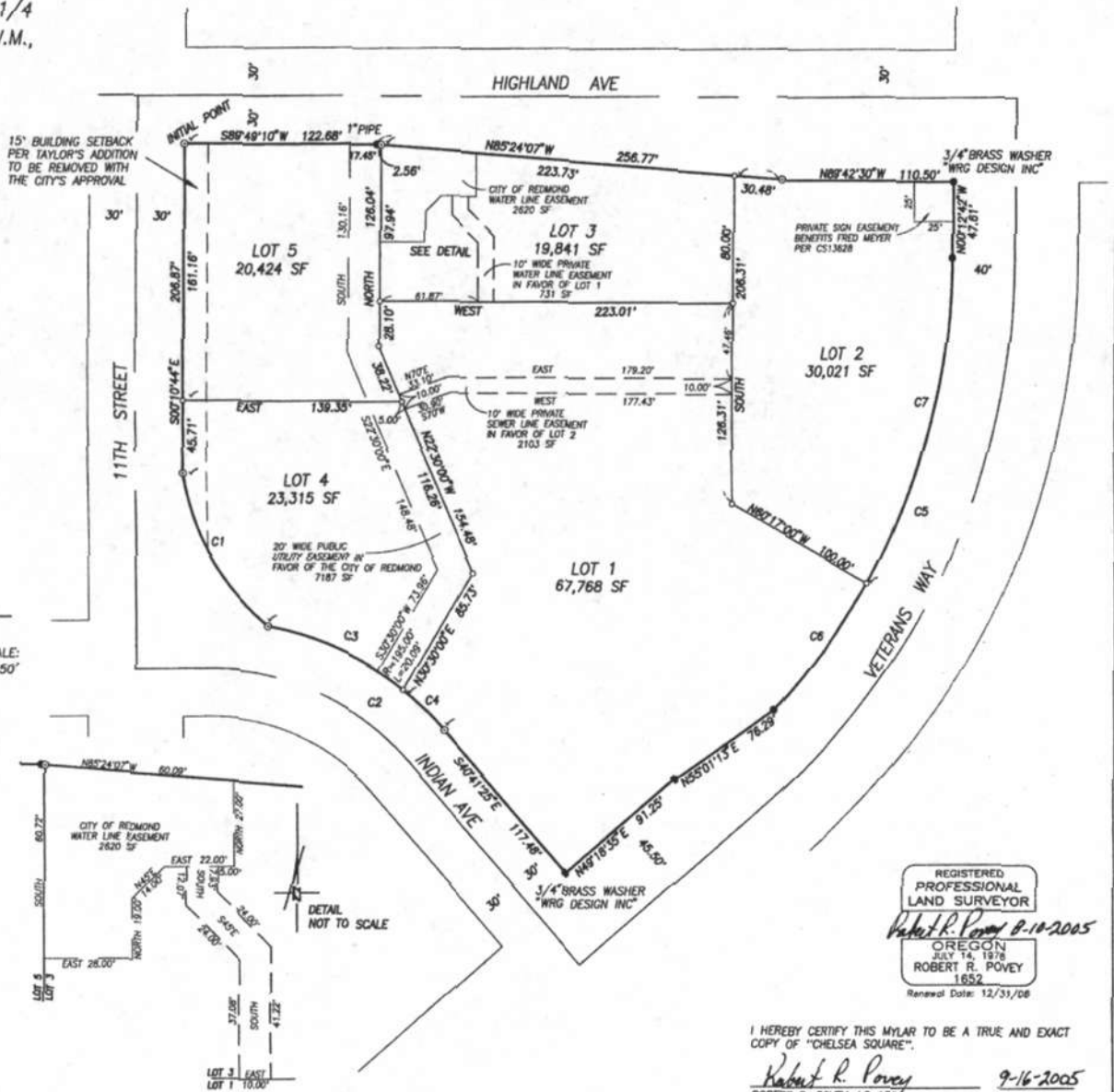
CURVE DATA

CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	146	43°19'58"	112.72'	S29°07'22"E	110.05'
C2	191	36°57'41"	132.60'	S60°10'15"E	130.06'
C3	191	26°15'03"	96.15'	S65°31'34"E	85.18'
C4	191	10°42'38"	36.45'	S46°02'44"E	36.40'
C5	411	43°59'25"	314.79'	N21°47'01"E	307.11'
W-C5	411		314.79'		
C6	411	13°58'47"	100.04'	N36°47'20"E	99.79'
C7	411	30°00'38"	214.75'	S14°47'37"W	212.31'

EASEMENTS

EASEMENTS REBED MARCH 5, 1923 IN BOOK 35, PAGE 40, DEED RECORDS IN F OF PACIFIC TELEPHONE AND TELEGRAPH COMPANY, AND A RIGHT-WAY EASEMENT IN FAVOR OF PACIFIC POWER & LIGHT COMPANY RECORDED JANUARY 20, 1975, BOOK 215, PAGE 198 ARE NO LONGER WITHIN THE BOUNDARY OF THE SUBJECT PROPERTY.

DESCHUTES COUNTY SURVEYOR
FILED 8/20/05 BY: *Robert R. Povey*



REGISTERED PROFESSIONAL LAND SURVEYOR
Robert R. Povey 8-10-2005
OREGON JULY 14, 1978
ROBERT R. POVEY 1652
Renewal Date: 12/31/08

I HEREBY CERTIFY THIS MYLAR TO BE A TRUE AND EXACT COPY OF "CHELSEA SQUARE".

Robert R. Povey 9-16-2005
ROBERT R. POVEY, LS 1652 DATE

PAGE 3 OF 3
POVEY AND ASSOC., LAND SURVEYORS
P.O. BOX 131, REDMOND, OR 97053
(541) 546-8778 04010

CHELSEA SQUARE
CS16589 15-13-16 ABCD
NO. 1

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2005-64465

\$36.00



D-AFFIM Cnt=1 Str=23 JEFF
\$10.00 \$11.00 \$10.00 \$5.00

09/23/2005 03:39:00 PM

DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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

CHESEA SQUARE CS16589 15-13-16 ABCD NO.1

AFFIDAVIT OF CORRECTION - CHELSEA SQUARE

I, Robert Povey, being duly sworn, depose and say that I am the surveyor who surveyed plat of CHELSEA SQUARE, as filed and recorded in Book G, Pages 828 and 8 Deschutes County Plat Records; and

The following correction to said plat is necessary and is as follows:

The Affidavit of Consent to Declaration was not included with the plat at the time of recording; therefore the signed and notarized Affidavit of Consent to Declaration from South Valley Bank is being recorded with this Affidavit of Correction as "Exhibit which is incorporated herein by this reference."

The pressee owner of the property materially affected by said Affidavit is as follows:

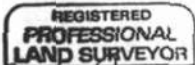
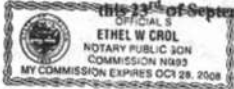
1. Jo. Pavlicek

Robert R. Povey
Robert R. Povey
Registered Professional Land Surveyor #1652
P.O.B. 131 (338 SW 7th ST), Redmond, Oregon 97756

NOTARY PUBLIC STATE OF OREGON

STATE OREGON)
) SS
COUNTY DESCHUTES)

Subscribed sworn to before me ETHEL W CROFTWELL
this 23rd of September, 2005.



Ethel W. Croftwell
Notary Public for the State of Oregon
My Commission Expires: 10/28/2008

APPROV

I, Mike B, Deschutes County Surveyor, do hereby certify that said affidavit of correction CHELSEA SQUARE has been examined by me and that it complies with O.R.2.170.

Mike Berry 7-23-05
Mike Berry, Deschutes County Surveyor

CHELSEA SQUARE CS16589 15-13-16 ABCD EXHIBIT "A" NO.1.

AFFIDAVIT OF CONSENT TO DECLARATION

South Valley Bank and Trust, hereby consents to the subdividing of the following described parcel of land situate in the NE1/4 SW1/4 and NW1/2 SE1/4 of Section Township 15 South, Range 13 East of the Willamette Meran, Deschutes County, Oregon:

CHELSEA SQUARE

and to the Declaration of "CHELSEA SQUARE", located in the City of Redmond, Deschutes County, Oregon.

Trust Deed Holder's interest in this property arises from those certain line of credit trust deeds dated January 2005, and recorded January 10, 2005 in Vol. 2005, Page 12 and dated February 9, 2005 and recorded February 11, 2005, in Vol. 2005, page 8529, Deschutes County Official Records.

This Affidavit of Consent to Declaration is being recorded pursuant to Oregon Revised Statute 92.075(4).

Dated this 25th day of May, 2005.

By: Mike Abbott
South Valley Bank

STATE OF OREGON) On this 25th day of May, 2005,
) ss. before me personally appeared
County of) Mike Abbott, being first
duly sworn, did say that he/she is
the V.P. Senior Credit Off. of South
Valley Bank, and acknowledged
said instrument to be its
voluntary act and deed.

Before me:
Jamene Kernels
Notary Public for State of Oregon
My Commission expires: Sept. 20, 2008



CS16589 15-13-16 ABCD
CHELSEA SQUARE No2

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2005-71233



\$31.00

D-AFFIN Cnt=1 Stmt=23 PAM
\$5.00 \$11.00 \$10.00 \$5.00

10/19/2005 09:01:24 AM

INTERIOR CORNER MONUMENTATION

I, Robert R. Povey, first being duly sworn say that in accordance with ORS 92.070, have correctly surveyed and marked with proper monuments the interior corners as indicated on the attached plat of "CHELSEA SQUARE", as originally recorded on Sept. 16, 2005, in Cabinet No. G, Pages 828, 829 and 830, Deschutes County Plat Records.

Robert R. Povey

ROBERT R. POVEY, LS 1652

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Robert R. Povey 10-6-2005

OREGON
JULY 14, 1978
ROBERT R. POVEY
1652

State of Oregon)
County of Deschutes) s.s.

Renews: 12/31/06

Subscribed and sworn before me this 6th day of October, 2005 by Robert R. Povey.



Lori E McCabe

Notary Public for Oregon
My Commission Expires: 8/14/08

COUNTY SURVEYOR APPROVAL

Approved this 18th day of October, 2005, pursuant to ORS 92.070 (4) Deschutes County Surveyor.

By: *[Signature]*

RETURN TO:
Deschutes County Surveyor