



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

Application for a Permit to Use Ground Water

Please type or print in dark ink. If your application is found to be incomplete or inaccurate, we will return it to you. If any requested information does not apply to your application, insert "n/a." Please read and refer to the instructions when completing your application. A summary of review criteria and procedures that are generally applicable to these applications is available at www.wrd.state.or.us/OWRD/PUBS/forms.shtml.

1. APPLICANT INFORMATION

A. Individuals

Applicant: _____
First Last

Mailing address: _____

City State Zip

Phone: _____
Home Work Other

*Fax: _____ *E-Mail address: _____

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**WATER RESOURCES DEPT
SALEM OREGON**

B. Organizations

(Corporations, associations, firms, partnerships, joint stock companies, cooperatives, public and municipal corporations)

Name of organization: OREGON Department of Transportation

Name and title of person applying: NORM COLLINS, Transportation Maint. MANAGER.

Mailing address of organization: 1390 1302 SE 1st Street

ONTARIO ORE. 97914
City State Zip

Phone: 541-889-9115 EXT. 541-889-6618
Day Evening

*Fax: 541-889-6600 *E-Mail address: _____

* Optional information

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**WATER RESOURCES DEPT
SALEM OREGON**

For Department Use		
App. No. <u>G-17029</u>	Permit No. _____	Date _____

2. PROPERTY OWNERSHIP

Do you own all the land where you propose to divert, transport, and use water?

Yes (Skip to section 3 "Ground water Development.")

No (Please check the appropriate box below.)

I have a recorded easement or written authorization permitting access.

I do not currently have written authorization or easement permitting access.

Written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigated and/or domestic use only (ORS 274.040).

You must provide the legal description of: (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map.

List the names and mailing addresses of all affected landowners.

3. GROUND WATER DEVELOPMENT

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A. Well Information

Number of well(s): 1

Name of nearest surface water body: SNAKE RIVER

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Distance from well(s) to nearest stream or lake: 1) 1/2 mile

2) _____ 3) _____ 4) _____

If distance from surface water is less than one mile, indicate elevation difference between nearest surface water and well head. 1) 23 Ft (2178 SNAKE RIVER 2201 REST AREA)

2) _____ 3) _____ 4) _____

B. Well Characteristics

Wells must be constructed according to standards set by the Department for the construction and maintenance of water wells. If the well is already constructed, please enclose a copy of the well constructor's log and the well ID number, if available, for each well with this application. Identify each well with a number corresponding to the wells designated on the map and proceed to section 4 of the form. If the well has not been constructed, or if you do not have a well log, please complete the following:

Well(s) will be constructed by: Will have to go to Bid

Address: IF Approved.

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Completion date: Hopefully Early Summer

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G-17029

Please provide a description of your well development. (Attach additional sheets if needed.)

Well No.	Diameter	Type and size of casing	No. of feet of casing	Intervals casing is perforated (in feet)	Seal depth	Est. depth to water	Est. depth to water bearing stratum	Type of access port or measuring device	Total well depth
1	8"	Plastic	40'	18-20'	18'	20'	20'		40-60'

Note: Well numbers in this listing must correspond to well locations(s) shown on accompanying map.

If well log is not available, or well is not yet constructed, you must provide: proposed total depth, depth of casing and seal, and the anticipated perforation and open intervals.

C. Artesian Flows

If your water well is flowing artesian, describe your water control and conservation works:

N/A

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4. WATER USE

Please read the instruction booklet for more details on "type of use" definitions, how to express how much water you need and how to identify the water source you propose to use. You must fill out a supplemental form for some uses as they require specific information for that type of use.

A. Type(s) of Use(s)

See list of beneficial uses provided in the instructions.

- If your proposed use is **domestic**, indicate the number of households to be supplied with water: _____
- If your proposed use is **irrigation**, please attach **Form I**
- If your proposed use is **mining**, attach **Form R**
- If your proposed use is **municipal or quasi-municipal**, attach **Form M**
- If your proposed use is **commercial/industrial**, attach **Form Q**

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B. Amount of Water

Provide the production rate in gallons per minute (gpm) and the total annual amount of water you need from each well, from each source or aquifer, for each use. You do not need to provide source information if you are submitting a well log with your application.

Well No.	Source or aquifer	Type of use	Total rate of water requested (in gpm)	Total annual quantity (in gallons)	Production rate of well (in gpm)
1	Ground Well	Irrigation	60 gpm		60 gpm

C. Maximum Rate of Use Requested

What is the maximum, instantaneous rate of water that will be used? 60 gpm
 (The fees for your application will be based on this amount.)

D. Period of Use

Indicate the time of year you propose to use the water: MARCH 1 through OCT 31
 (For seasonal uses like irrigation give dates when water use would begin and end, e.g. March 1–October 31.)

E. Acreage

If you will be applying water to land, please give the total number of acres where water will be applied or used: 3
 (This number should be consistent with your application map.)

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5. WATER MANAGEMENT

A. Diversion

What equipment will you use to pump water from your well(s)?

- Pump (give horsepower and pump type): 10HP submersible
- Other means (describe): _____

B. Transport

How will you transport water to your place of use?

- Ditch or canal (give average width and depth):
 Width _____ Depth _____
- Is the ditch or canal to be lined? Yes No
- Pipe (give diameter and total length):
 Diameter 1 1/2" Length Tie into Existing system
- Other (describe) under Ground Pipe

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C. Application/Distribution Method

What equipment will you use to apply water to your place of use? Sprinklers

Irrigation or land application method (check all that apply):

- Flood
- High-pressure sprinkler
- Low pressure sprinkler
- Drip
- Water cannons
- Center pivot system
- Hand lines
- Wheel lines
- Siphon tubes or gated pipe with furrows
- Other, describe _____

Distribution method

- Direct pipe from source
- In-line storage (tank or pond)
- Open canal

D. Conservation

What methods will you use to conserve water? Why did you choose this distribution or application method? For example, if you are using sprinkler irrigation rather than drip irrigation, explain. If you need additional space, attach a separate sheet.

Buried Pipe Line AND Timers

6. PROJECT SCHEDULE

Indicate the anticipated dates that the following construction tasks should begin. If construction has already begun, or is completed, please indicate that date.

Proposed date construction will begin: 03-2008

Proposed date construction will be completed: 03-2009

Proposed date beneficial water use will begin: ASAP

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7. REMARKS

If you would like to clarify any information you have provided in the application, please do so here and reference the specific application question you are addressing.

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G-17029

8. MAP REQUIREMENTS

The Department cannot process your application without accurate information showing the source of water and location of water use. You must include a map with this application form that clearly indicates the township, range, section, and quarter/quarter section of the proposed well location and place of use. The map must provide tax lot numbers. See the map guidelines sheet for detailed map specifications.

9. SIGNATURE

By my signature below I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application packet.
- I cannot legally use water until the Water Resources Department issues a permit to me.
- If I get a permit, I must not waste water.
- If development of the water use is not according to the terms of the permit, the permit can be canceled.
- The water use must be compatible with local comprehensive land use plans.
- Even if the Department issues a permit to me, I may have to stop using water to allow senior water right holders to get water they are entitled to, and

I swear that all information provided in this application is true and correct to the best of my knowledge:



Signature of Applicant (If more than one applicant, all must sign.)

1-23-08

Date

Before you submit your application be sure you have:

- Answered each question completely.
- Attached a legible map which includes township, range, section, quarter/quarter and tax lot number.
- Included a Land Use Information Form or receipt stub signed by a local official.
- Included the legal description of all the property involved with this application. You may supply a copy of the deed, land sales contract, or title insurance policy, to meet this requirement.
- Included a check payable to the Oregon Water Resources Department for the appropriate amount. The Department's fee schedule can be found at www.wrd.state.or.us or call (503) 986-0900.

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Oregon Water Resources Department

FORM I
FOR IRRIGATION WATER USE

1. Please indicate whether you are requesting a primary or supplemental irrigation water right.

[X] Primary [] Supplemental

If supplemental, please indicate the number of acres that will be irrigated for each type of use.

Primary: 3 Acres

Secondary: _____ Acres

List the permit or certificate number of the primary water right: No. _____

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2. Please list the anticipated crops you will grow and whether you will be irrigating them for a full or partial season:

1. LAWN AND Shrubs in ODOT Rest Area

[] Full season

[X] Partial season (from: March - Oct to 3-1 to 10-31)

2. For esthetics

[] Full season

[] Partial season (from: _____ to _____)

3. _____

[] Full season

[] Partial season (from: _____ to _____)

4. _____

[] Full season

[] Partial season (from: _____ to _____)

3. Indicate the maximum total number of acre-feet you expect to use in an irrigation season:

9 acre-feet

(1 acre-foot equals 12 inches of water spread over 1 acre, or 43,560 cubic feet, or 325,851 gallons.)

4. How will you schedule your applications of water? Will you be applying water in the evenings, twice a week, daily?

[] Daily during daytime hours

[] Daily during nighttime hours

[X] Two or three times weekly during daytime

[X] Two or three times weekly during nighttime

[] Weekly, during daytime hours

[] Weekly, during nighttime hours

[] Other, explain: _____

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Oregon Water Resources Department
Land Use Information Form

THIS FORM IS NOT REQUIRED IF: 1) water is to be diverted, conveyed, and/or used only on federal lands; or 2) the application is for a water-right transfer, allocation of conserved water, exchange, permit amendment, or ground water registration modification, and all of the following apply: a) only the place of use is proposed for change, b) there are no structural changes, c) the use of water is for irrigation, and d) the use is located in an irrigation district or exclusive farm-use zone.

Applicant Name: state of OREGON ODOT
Mailing Address: 1370 1302 SE 1st STREET AVE
City: ONTARIO State: OR Zip: 97914 Day Phone: 889-9115

This application is related to a Measure 37 claim. [] Yes [X] No

A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), or used. Applicants for municipal use, or irrigation uses within irrigation districts may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Table with 8 columns: Township, Range, Section, 1/4 1/4, Tax Lot #, Plan Designation (e.g. Rural Residential/RR-5), Water to be: (Diverted, Conveyed, Used), Proposed Land Use: (Diverted, Conveyed, Used). Row 1: 183, 47E, 11, NWSW, TL 900, [blank], [X] Diverted, [] Conveyed, [X] Used.

List all counties and cities where water is proposed to be diverted, conveyed, or used. _____

B. Description of Proposed Use

Type of application to be filed with the Water Resources Department:

- Permit to Use or Store Water [] Water-Right Transfer [] Exchange of Water []
Allocation of Conserved Water [] Limited Water Use License []
Permit Amendment or Ground Water Registration Modification []

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Source of water: [] Reservoir/Pond [X] Ground Water [] Surface Water (name) _____

Estimated quantity of water needed: 9 cubic feet per second [] gallons per minute [X] acre-feet

Intended use of water: [X] Irrigation [] Commercial [] Industrial [] Domestic for _____ household(s)
[] Municipal [] Quasi-municipal [] Instream [] Other _____

Briefly describe: Irrigation of state of OREGON REST AREA

Note to applicant: If the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt below and include it with the application filed with the Water Resources Department.

Receipt for Request for Land Use Information

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

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SALEM, OREGON

G-17029

For Local Government Use Only

The following section must be completed by a planning official from each county and city listed unless the project will be located entirely within the city limits. In that case, only the city planning agency must complete this form.

This deals only with the local land-use plan. Do not include approval for activities such as building or grading permits.

Please check the appropriate box below and provide the requested information

- ✓ Land uses to be served by proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): MCC Title 6

Land uses to be served by proposed water uses (including proposed construction) involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.)

If approvals have been obtained but all appeal periods have not ended, check "Being pursued".

Type of Land-Use Approval Needed (e.g. plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land-Use Approval:	
		Obtained Denied	Being pursued Not being pursued
		Obtained Denied	Being pursued Not being pursued
		Obtained Denied	Being pursued Not being pursued
		Obtained Denied	Being pursued Not being pursued
		Obtained Denied	Being pursued Not being pursued
		Obtained Denied	Being pursued Not being pursued

Local governments are invited to express special land-use concerns or make recommendations to the Water Resources Department regarding this proposed use of water below, or on a separate sheet.

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**WATER RESOURCES DEPT
SALEM, OREGON**

Name: Jon D Beal Title: Planning Director

Signature: Jon D Beal Phone: 541-473-5185 Date: 1-23-08

Government Entity: Malheur County

Note to local government representative: Please complete this form or sign the receipt below and return it to the applicant. If you sign the receipt, you will have 30 days from the Water Resources Department's notice date to return the completed Land Use Information Form or WRD may presume the land use associated with the proposed use of water is compatible with local comprehensive plans.

Receipt for Request for Land Use Information

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Applicant name: _____

City or County: _____ Staff contact: _____

Signature: _____ Phone: _____ Date: _____

MAR 31 2008

**WATER RESOURCES DEPT
SALEM, OREGON**

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That ANTHONY WRIGHT and CARRIE WRIGHT, husband and wife; JACOB LEROY KENDALL and EDNA M. KENDALL, husband and wife, hereinafter called "Grantors", for the consideration of the sum of Three Thousand Seven Hundred Fifty and No/100 DOLLARS (\$3,750.00) received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, hereinafter called "Grantee", the following described property, to wit:

A parcel of land lying in the NW¹/₄NW¹/₄NW¹/₄NW¹/₄SW¹/₄ of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon; the said parcel being that portion of said NW¹/₄NW¹/₄NW¹/₄NW¹/₄SW¹/₄ lying Easterly of a line which is parallel to and 75 feet Easterly of the center line of the relocated Old Oregon Trail Highway, which center line is described as follows:

Beginning at Engineer's center line Station 1323+00, said station being 80.06 feet North and 80.81 feet West of the West quarter corner of said Section 11; thence South 19° 35' 43" East 1000 feet to Engineer's center line Station 1333+00.

EXCEPT therefrom the North 30 feet of said parcel.

Bearings are based upon the Oregon Co-ordinate System, South Zone.

The parcel of land to which this description applies contains 0.33 acre, more or less.

And Grantors do hereby covenant to and with Grantee, its successors and assigns, that they are the owners in fee simple of said property which is free from all encumbrances and will warrant and defend the same from all lawful claims whatsoever.

Dated this 29 day of April, 1970.

Anthony Wright /s/
Anthony Wright

Carrie Wright /s/
Carrie Wright

Jacob LeRoy Kendall /s/
Jacob LeRoy Kendall

Edna M. Kendall /s/
Edna M. Kendall

By Marion Kendall /s/
Marion Kendall, Attorney in Fact for
Jacob LeRoy Kendall and Edna M. Kendall

STATE OF OREGON, County of Malheur

April 29, 1970. Personally appeared the above named Anthony Wright and Carrie Wright, who acknowledged the foregoing instrument to be their voluntary act.

Before me:

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(SEAL)

APR 04 2008

WATER RESOURCES DEPT
SALEM OREGON

Franklin P. King /s/
Notary Public for Oregon 1-16-73

My Commission expires

GUARDIAN'S DEED

KNOW ALL MEN BY THESE PRESENTS, that EARLE KENDALL, as an individual and as the duly appointed, qualified and acting guardian of the person and estate of Phyllis Kendall, his wife, an incompetent person, having been appointed as such by the County Court of the State of Oregon for the County of Malheur, in pursuance of an order of said Court authorizing the sale of the property hereinafter described, entered the 28th day of April, 1970, in Volume 58 on Page 647-648 of the Journal of said Court, and of an order of said Court confirming the sale of said property to the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, hereinafter called "State", entered the 8th day of July, 1970, in Volume 73 on Page 340-341 of the Journal of said Court, for a consideration of the sum of Twenty-Five and No/100 - - - - - DOLLARS (\$ 25.00), receipt of which is hereby acknowledged, does hereby convey to State, its successors and assigns, all his right, title and interest and all the right, title, interest and estate of said Phyllis Kendall, his wife, an incompetent person, in and to the following described property, to wit:

The West 20 feet of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon.

EXCEPT therefrom the North 30 feet of the West 20 feet of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, leaving a net area of 0.06 acre, more or less.

And Earle Kendall, as an individual, does hereby covenant to and with State, its successors and assigns, that he together with Phyllis Kendall, his wife, are the owners in fee simple of said property which is free from all encumbrances and will warrant and defend the same from all lawful claims whatsoever.

Dated this 9th day of July, 1970.

Earle Kendall
 Earle Kendall, individually
Earle Kendall
 Earle Kendall, as Guardian
 of the person and estate of Phyllis Kendall,
 an incompetent person

STATE OF OREGON, County of Umatilla

July 9, 1970. Personally appeared the above named Earle Kendall, as an individual and as the duly appointed, qualified Guardian of the person and estate of Phyllis Kendall, his wife, an incompetent, and acknowledged the foregoing instrument to be his voluntary act as an individual and as said Guardian. Before me:

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APR 04 2008

WATER RESOURCES DEPT
 SALEM OREGON

[Signature]
 Notary Public for Oregon
 My Commission expires Aug 7, 1972

ba/jm

DEED

KNOW ALL MEN BY THESE PRESENTS, that BLAS E. MARTINEZ, also known as BLAS MARTINEZ JR., and MARY LOU MARTINEZ, also known as MARY LOU A. MARTINEZ, husband and wife; EARLE KENDALL, as an individual and as the duly appointed, qualified and acting guardian of the person and estate of Phyllis Kendall, his wife, an incompetent person, having been appointed as such by the County Court of the State of Oregon for the County of Malheur, in pursuance of an order of said Court authorizing the sale of the property hereinafter described, entered the 28th day of April, 1970, in Volume 58 on Page 647-648 of the Journal of said Court, and of an order of said Court confirming the sale of said property to the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, hereinafter called "State", entered the 8th day of July, 1970, in Volume 73 on Page 340-341 of the Journal of said Court, for a consideration of the sum of Two Thousand Seven Hundred Fifty and No/100 - - - - - DOLLARS (\$ 2,750.00), receipt of which is hereby acknowledged, do hereby convey to State, its successors and assigns, all the right, title, interest and estate which the above named persons hold in and to the following described property, to wit:

A parcel of land being the NE1/4NW1/4NW1/4SW1/4 of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon.

EXCEPT therefrom the North 30 feet and the West 20 feet of said NE1/4NW1/4NW1/4SW1/4, leaving a net area of 0.45 acre, more or less.

And the undersigned do hereby covenant to and with State, its successors and assigns, that they together with the said Phyllis Kendall, are the owners in fee simple of said property which is free from all encumbrances and will warrant and defend the same from all lawful claims whatsoever.

Dated this 9th day of July, 1970.

Blas E. Martinez
Blas E. Martinez

Mary Lou Martinez
Mary Lou Martinez

Earle Kendall
Earle Kendall, individually

Earle Kendall
Earle Kendall, as Guardian
of the person and estate of Phyllis Kendall,
an incompetent person

STATE OF OREGON, County of Malheur

July 30, 1970. Personally appeared the above named Blas E. Martinez, also known as Blas Martinez Jr., and Mary Lou Martinez, also known as Mary Lou A. Martinez, who acknowledged the foregoing instrument to be their voluntary act. Before me:

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Vernice L. Allen
Notary Public for Oregon

APR 04 2008

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SALEM OREGON

G-17029

WARRANTY DEED
(Individual)

KNOW ALL MEN BY THESE PRESENTS, That we, THOMAS N. SPENCER and CORA M. SPENCER,
husband and wife,

hereinafter called "Grantors", for the consideration of the sum of Four Thousand Two Hundred Fifty
and No/100 - - - - - DOLLARS (\$ 4,250.00)
received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY
COMMISSION, hereinafter called "Grantee", the following described premises, to wit:

The ~~NW1/4NE1/4NW1/4SW1/4~~ of Section 11, Township 18 South, Range 47 East,
W.M., Malheur County, Oregon.

EXCEPT therefrom the North 30 feet.

The parcel of land to which this description applies contains 0.52
acre, more or less.

jbk

TO HAVE AND TO HOLD the said premises with their appurtenances, in fee simple, unto Grantee,
its successors and assigns forever.

And we the Grantors do hereby covenant to and with Grantee, its successors and assigns, that we
are the owners in fee simple of said premises which are free from all encumbrances

and will warrant and defend the same from all lawful claims whatsoever.

In construing this deed, where the context so requires, the plural includes the singular.

Dated this 25th day of November, 1969.

Thomas N. Spencer
(Mrs) Cora M. Spencer

STATE OF OREGON,
County of _____
I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock ____ M., and recorded _____
Witness my hand and seal of County affixed.

Title _____
By _____ Deputy

STATE OF OREGON, County of Malheur
November 25th, 1969. Personally appeared the above named Thomas N. Spencer and Cora M. Spencer who acknowledged the foregoing instrument to be their voluntary act.

Chas. B. Caldwell
Notary Public for Oregon
My Commission expires 3-7-70

STATE OF OREGON, County of _____, 19____. Personally appeared the above named _____ who acknr the foregoing instrument to be their voluntary act.

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SALEM OREGON

Notary Public for Ore
My Commission expires _____

AFTER RECORDING RETURN TO
OREGON STATE HIGHWAY COMMISSION
STATE HIGHWAY BLDG. ROOM 119
SALEM OREGON 97310

6-17029

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Two Thousand Two Hundred Fifty and No/100 Dollars (\$2,250.00), receipt of which is hereby acknowledged, MANUEL H. VALERO, JR., also known as MANUEL H. VALERO, and AMANDA R. VALERO, husband and wife; GENERAL CONFERENCE OF THE CHURCH OF GOD SEVENTH DAY, a Missouri corporation, Grantors, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, Grantee, the following described property, to wit:

The NE¹/₄NE¹/₄NW¹/₄SW¹/₄ of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon.

EXCEPT therefrom the North 30 feet.

The parcel of land to which this description applies contains 0.52 acre, more or less.

And Grantors do hereby covenant to and with Grantee, its successors and assigns, that they are the owners in fee simple of said property which is free from all encumbrances and will warrant and defend the same from all lawful claims whatsoever.

In construing this instrument, where the context so requires, the plural includes the singular.

Dated this 7th day of January, 1970.

Manuel H. Valero, Jr. (SEAL)
Manuel H. Valero, Jr.

Amanda R. Valero (SEAL)
Amanda R. Valero

GENERAL CONFERENCE OF THE CHURCH OF GOD SEVENTH DAY, a Missouri corporation

By Samuel Robert Kauter
~~XXXXXXXX~~ Chairman

By David M. Kauter
Secretary

STATE OF OREGON, County of Malheur

February 20, 1970. Personally appeared the above named Manuel H. Valero, Jr. and Amanda R. Valero, who acknowledged the foregoing instrument to be their voluntary act. Before me:

David M. Kauter
Notary Public for Oregon

My Commission expires 9/2/71

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APR 04 2008

WATER RESOURCES DEPT
SALEM OREGON

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That JACOB LEROY KENDALL and EDNA M. KENDALL, husband and wife, hereinafter called "Grantors", for the consideration of the sum of Three Thousand Two Hundred Fifty and No/100 DOLLARS (\$3,250.00) received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, hereinafter called "Grantee", the following described property, to wit:

A parcel of land lying in the SW¹/₄NW¹/₄NW¹/₄NW¹/₄SW¹/₄ of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon; the said parcel being that portion of said SW¹/₄NW¹/₄NW¹/₄NW¹/₄SW¹/₄ lying Easterly of a line which is parallel to and 75 feet Easterly of the center line of the relocated Old Oregon Trail Highway, which center line is described as follows:

Beginning at Engineer's center line Station 1323+00, said station being 80.06 feet North and 80.81 feet West of the West quarter corner of said Section 11; thence South 19° 35' 43" East 1000 feet to Engineer's center line Station 1333+00.

EXCEPT therefrom the East 20 feet of said parcel.

Bearings are based upon the Oregon Co-ordinate System, South Zone.

The parcel of land to which this description applies contains 0.17 acre, more or less.

And Grantors do hereby covenant to and with Grantee, its successors and assigns, that they are the owners in fee simple of said property which is free from all encumbrances and will warrant and defend the same from all lawful claims whatsoever.

Dated this 19 day of March, 1970.

Jacob Leroy Kendall
Jacob Leroy Kendall

By Marion Kendall
Marion Kendall, Attorney in Fact

Edna M. Kendall
Edna M. Kendall

By Marion Kendall
Marion Kendall, Attorney in Fact

STATE OF OREGON, County of Malheur

March 19, 1970. Personally appeared the above named Marion Kendall, who being duly sworn, did say that he is the Attorney in Fact for Jacob Leroy Kendall and Edna M. Kendall, and that he executed the foregoing instrument by authority of and in behalf of said principals; and he acknowledged to me that he as the Attorney in Fact for said principals executed the same freely and voluntarily for the uses and purposes therein mentioned. Before me:

Carl Beeston
Notary Public for Oregon

My Commission expires Jan 2-1973

RECEIVED

APR 04 2008

WATER RESOURCES DEPT
SALEM OREGON

tk/ijt

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That JACOB LeROY KENDALL and EDNA KENDALL, husband and wife, hereinafter called "Grantors", for the consideration of the sum of One Hundred and No/100 DOLLARS (\$100.00) received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, hereinafter called "Grantee", the following described property, to wit:

PARCEL 1

The South 10.5 feet of the North 72.5 feet of the NE $\frac{1}{2}$ NE $\frac{1}{2}$ SW $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$ of Section 11, Township 18 South, Range 47 East, W.M., containing 0.04 acre, more or less.

PARCEL 2

A parcel of land lying in Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon; the said parcel being the East 20 feet of the SW $\frac{1}{2}$ NW $\frac{1}{2}$ NW $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$ of said Section 11.

ALSO that portion of the NW $\frac{1}{2}$ SW $\frac{1}{2}$ NW $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$ of said Section 11 lying Easterly of a line which is parallel to and 75 feet Easterly of the center line of the relocated Old Oregon Trail Highway.

ALSO that portion of the NE $\frac{1}{2}$ SW $\frac{1}{2}$ NW $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$ of said Section 11 included in a strip of land 20 feet in width lying between lines which are parallel to and 75 feet Easterly and 95 feet Easterly of said center line.

ALSO that portion of the West 20 feet of said NE $\frac{1}{2}$ SW $\frac{1}{2}$ NW $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$ lying Easterly of a line which is parallel to and 95 feet Easterly of said center line.

The center line of the relocated Old Oregon Trail Highway referred to herein is described as follows:

Beginning at Engineer's center line Station 1323+00, said station being 80.06 feet North and 80.81 feet West of the West quarter corner of said Section 11; thence South 19° 35' 43" East 1000 feet to Engineer's center line Station 1333+00.

Bearings are based upon the Oregon Co-ordinate System, South Zone.

The parcel of land to which this description applies contains 0.22 acre, more or less.

SUBJECT to the rights of the public.

And Grantors do hereby covenant to and with Grantee, its successors and assigns, that they are the owners in fee simple of said property which is free from all encumbrances and will warrant and defend the same from all lawful claims whatsoever.

Dated this 17 day of September, 1970.

Jacob LeRoy Kendall
Jacob LeRoy Kendall

Edna Kendall
Edna Kendall

By Marion Kendall
Marion Kendall, Attorney in Fact for
Jacob LeRoy Kendall and Edna Kendall

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APR 04 2008

WATER RESOURCES DEPT
SALEM OREGON

Grantor Marion and Iva V. Kendall Mail Address _____

_____ Mail Address _____

Section Ontario - Idaho State Line Highway Old Oregon Trail

County Malheur Purpose Safety Rest Area & Info. Center Agent _____

JS 11-19-69 7B-33-7

REAL ESTATE OPTION

IN CONSIDERATION of the surveys and plans that have been made or will be made and the purpose of the State to construct, reconstruct, improve, maintain, or repair the portion of the highways of the State for which the real property hereinafter described is necessary, or, to improve, maintain, and operate the said property for public park, scenic, recreational, camping, roadside development or parking purposes, and in consideration of the hereby acknowledged benefits that will inure thereby to the undersigned or to the public, we, the undersigned, hereby give and grant to the State of Oregon, by and through its State Highway Commission, upon the terms and conditions hereinafter stated, the option to purchase the following described real estate, to wit:

PARCEL 1

The West 20 feet of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon, containing 0.08 acre, more or less.

PARCEL 2

A parcel of land lying in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon; the said parcel being that portion of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying Northeasterly of the Northeasterly right of way line of the existing Old Oregon Trail Highway.

The parcel of land to which this description applies contains 40 square feet, more or less.

PARCEL 3

A parcel of land lying in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ and the N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon; the said parcel being the South 20 feet of said N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$.

ALSO that portion of the South 20 feet of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying Northeasterly of the Northeasterly right of way line of the existing Old Oregon Trail Highway.

The parcel of land to which this description applies contains 0.18 acre, more or less.

PARCEL 4

The South 20 feet of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon, containing 0.08 acre, more or less.

tk/rc

NOTE: Parcels 1, 2, 3 & 4 - Entire property.

RECEIVED

APR 04 2008

WATER RESOURCES DEPT
SALEM OREGON

The State Highway Commission shall have the irrevocable right, at any time within six (6) months from the date hereof, to accept this option on the terms and conditions hereinafter set out.

Bargain and Sale

2. (Title) / The undersigned agree to deliver to the State of Oregon, by and through its State Highway Commission, a good ~~Warranty~~ deed to said real estate, conveying the same free from all outstanding liens or encumbrances, **INCLUDING TAXES DUE AND PAYABLE DURING THE FISCAL TAX YEAR IN WHICH THE DEED FOR THE SAID REAL ESTATE IS DELIVERED, OR, IF POSSESSION IS TAKEN PRIOR THERETO, THEN DURING THE FISCAL TAX YEAR IN WHICH POSSESSION IS TAKEN**, and also free from all rights of lessees, tenants, or other persons claiming rights of possession, occupancy, or enjoyment of the premises. Unless stated to the contrary herein, the conveyance shall include all buildings, fixtures, emblements and appurtenances to the land herein described, including any building situated partially upon the owners' remaining land. It is further understood and agreed that the undersigned will furnish, without cost to the State, good and merchantable title, as a condition precedent to the paying of compensation. The undersigned further agree neither to sell nor encumber the said real estate during the term of this option.

3. (Consideration) Upon the delivery of said deed and the clearing of title satisfactory to the State, as hereinabove set out, the undersigned, in the usual course and through the usual channels of auditing claims against the State, shall be paid the sum of Twenty Five and No/100 - - - - - DOLLARS (\$ 25.00) (including \$..... for constructing fence..... and \$..... for removing or replacing improvements as full payment of the purchase price of said real estate, including all damages, if any there be, by reason of the taking and use thereof.

4. (Fencing) In the event that a cash allowance is made for the construction of new fencing or the moving of existing fencing, then the undersigned agree to construct promptly or move said fencing, as the case may be, and thereafter the same shall be maintained, repaired and reconstructed by the undersigned or their successors in interest. State may withhold that part of the cash consideration representing the cost of fencing until such time as the fence is constructed or moved. Fencing constructed by the State shall create no obligation on the part of the State for maintenance.

5. (Buildings) Where buildings lie partially on the remaining property, it is agreed that the purchase price of the buildings includes any items of landscaping immediately surrounding the buildings or which may be destroyed as the result of the removal of the buildings. In such event the State shall not be obligated to remove any appurtenances lying outside the foundation of the building. Where buildings are removed, it shall be the responsibility of the State to level the foundation walls and fill basement areas on the remaining property. The State, its employees and contractors or assigns, shall have the right to enter the abutting property for the performance of the State's obligations and to move said buildings across the remaining property in the most feasible manner.

In the event that any building or other item proposed to be moved for the use and benefit of Grantor is destroyed or damaged before moving to an extent sufficient to render the same unusable, the State shall not be obligated to make payment for the cost of moving or re-establishing the same. In the event that any buildings, fixtures, appurtenances or other things are to pass to and become the property of the State in connection with the real property herein covered, the undersigned agree to turn the same over to the State in as good condition as they are now and shall prevent any waste, damage or destruction, other than ordinary wear and tear.

State may withhold that part of the cash consideration representing the cost of moving until the land conveyed has been cleared of improvements to be moved.

6. (Possession) Unless otherwise provided herein, the State shall have the right to enter upon and take possession of the land upon the execution and delivery of this option, but entry upon said premises for the purpose of inspection or survey, or any slight or inadvertent entry without material damage or injury to the realty, or without the exercise of dominion thereover to the exclusion of the undersigned, shall not be construed as a final election to close this option.

The undersigned shall surrender possession of buildings and land improvements no later than days after notice of acceptance by the Highway Commission.

7. (State's Other Obligations) The State will construct at the time of the highway construction, at the locations and widths specified, the following road approaches:

In addition to the above purchase price, the State is to do the following things:

Any construction lying outside of the traveled portion and shoulders of the highway which is made for the use and benefit of the abutting property, either under the terms of this option or the construction plans, shall be completed in conformance with normal engineering construction practices and thereafter shall be maintained or reconstructed by the property owner, in accordance with Section 374.305, et seq., ORS and other applicable statutes and regulations. The undersigned hereby grant the State, its employees or contractors, permission to enter upon their remaining property for the purpose of performing any of said construction work.

It is expressly understood that the State shall not be obligated further than as herein stated.

(Grantors' Other Obligations) As a part of the consideration above stated, the undersigned agree to do the following additional things at their own cost and expense:

In the event that this option is accepted, the undersigned agree to remove promptly from the limits of the real property herein covered the following reserved property or items:

Any reserved property or items not removed on or before the date of possession above specified shall become the property of the State.

The undersigned expressly acknowledge that all items of damages, all sums of money to be paid, and all things to be done by the State are included in this option, and expressly agree that the consideration recited herein constitutes complete just compensation for the real property described above, including any and all damages which may result from the use of said real property and the construction, reconstruction or improvement of the highway, including any grade change damages. All claims for damages, injury, or loss on account of failure to close this option are hereby expressly waived.

Dated this 5 day of February, 1970

Witnesses: /s/ Marion Kendall [SEAL]
/s/ Clyde R. Caldwell /s/ Iva V. Kendall [SEAL]

RECEIVED [SEAL]

APR 04 2008

17029

WARRANTY DEED
(Individual)

File 43731

KNOW ALL MEN BY THESE PRESENTS, That we, DAVID R. GALLEGOS, also known as David Gallegos, GALLEGOS, husband and wife; MARION KENDALL and IVA V. KENDALL, husband and wife, hereinafter called "Grantors", for the consideration of the sum of Three Thousand and No/100 ----- DOLLARS (\$ 3,000.00) received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, hereinafter called "Grantee", the following described property, to wit:

The SE 1/4 NW 1/4 NW 1/4 SW 1/4 of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon.

EXCEPT therefrom the West 20 feet, leaving a net area of 0.55 acre, more or less.

ba/tk

And Grantors do hereby covenant to and with Grantee, its successors and assigns, that they are the owners in fee simple of said property which is free from all encumbrances

and will warrant and defend the same from all lawful claims whatsoever.

In construing this deed, where the context so requires, the plural includes the singular.

Dated this 8th day of April, 19 70.

Marion Kendall
Iva V. Kendall

David R Gallegos
Celedonia B. Gallegos

STATE OF OREGON, County of Malheur, 19 70. Personally appeared the above named David R. Gallegos and Celedonia B. Gallegos who acknowledged the foregoing instrument to be their voluntary act.

Verna A. Allen
Notary Public for Oregon
My Commission expires Feb. 22, 1972

STATE OF OREGON,
County of _____
I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded _____
Witness my hand and seal of County affixed.

Title
By _____ Deputy
AFTER RECORDING RETURN TO
OREGON STATE HIGHWAY COMMISSION
STATE HIGHWAY BLDG. ROOM 119
SALEM, OREGON 97310

STATE OF OREGON, County of Malheur, 19 70. Personally appeared the above named Marion Kendall and Iva V. Kendall who acknowledged the foregoing instrument to be their voluntary act.

Verna A. Allen
Notary Public for Oregon
My Commission expires Feb. 22, 1972

RECEIVED

APR 04 2008

WATER RESOURCES DEPT
SALEM OREGON

Dated this ..

Witnesses:

32154

File 43509

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That JOE C. GALLEGOS and GLORIA O. GALLEGOS, husband and wife; MARION KENDALL and ~~IWA V. KENDALL~~ husband and wife, hereinafter called "Grantors", for the consideration of the sum of Four Hundred Fifty and No/100 DOLLARS (\$450.00) received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, hereinafter called "Grantee", the following described property, to wit:

The SW $\frac{1}{2}$ NE $\frac{1}{2}$ NW $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$ of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon, containing 0.63 acre, more or less.

And Grantors do hereby covenant to and with Grantee, its successors and assigns, that they are the owners in fee simple of said property which is free from all encumbrances and will warrant and defend the same from all lawful claims whatsoever.

Dated this 10th day of September, 1970.

Joe C. Gallegos /s/
Gloria O. Gallegos /s/
Marion Kendall /s/

STATE OF OREGON, County of Malheur

9-10-70, 1970. Personally appeared the above named Joe C. Gallegos and Gloria O. Gallegos, who acknowledged the foregoing instrument to be their voluntary act. Before me:

Verne A. Allen /s/
Notary Public for Oregon
My Commission expires 2-27-72

(SEAL)

STATE OF OREGON, County of Malheur

9-10-70, 1970. Personally appeared the above named Marion Kendall ~~and Iwa V. Kendall~~ who acknowledged the foregoing instrument to be their voluntary act.

Before me:

Verne A. Allen /s/
Notary Public for Oregon
My Commission expires 2-27-72

(SEAL)

tk/jb

RECEIVED

APR 04 2008

WATER RESOURCES DEPT
SALEM OREGON

G-17029

WARRANTY DEED
(Corporation)

File..... 42474

KNOW ALL MEN BY THESE PRESENTS, That..... TREASURE VALLEY MOTORS, INC., an Oregon
corporation,

hereinafter called "Grantor", for the consideration of the sum of Four Hundred Fifty and No/100
..... DOLLARS (\$ 450.00)

received, does hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY
COMMISSION, hereinafter called "Grantee", the following described property, to wit:

The ~~SE 1/4 NE 1/4 NW 1/4 SW 1/4~~ of Section 11, Township 18 South, Range 47 East, W.M.,
Malheur County, Oregon.

The parcel of land to which this description applies contains 0.63 acre,
more or less.

ba/^{1/4}

And Grantor does hereby covenant to and with Grantee, its successors and assigns, that it is the owner
in fee simple of said property which is free from all encumbrances

and will warrant and defend the same from all lawful claims whatsoever.

Dated this 13 day of May, 19 70.

TREASURE VALLEY MOTORS, INC., an Oregon
corporation

By Gerald H. Shane /s/
President

By Wayne T. Krescly /s/
Secretary

STATE OF OREGON,

County of.....
I certify that the within instrument was received
for record on the.....day of
....., 19.....,
at..... o'clock M., and recorded

STATE OF OREGON, County of Malheur

May 13, 19 70 Personally appeared
Gerald H. Shane and Wayne T. Krescly /s/

who stated that they are the President and Secretary of grantor
corporation, and that this instrument was voluntarily signed in
behalf of said corporation by authority of its Board of Directors.
Before me:

Witness my hand and seal of County affixed.

..... Title
By..... Deputy

Nancy L. Biechler /s/

Notary Public for Oregon
My Commission expires May 15, 1971

(SEAL)
RECEIVED

Rev. 1-20-70 APR 04 2008

WATER RESOURCES DEPT
SALEM OREGON

G-17029

AFTER RECORDING RETURN TO
OREGON STATE HIGHWAY COMMISSION
STATE HIGHWAY BLDG. ROOM 119
SALEM, OREGON 97310

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That JACOB LeROY KENDALL and EDNA KENDALL, husband and wife, hereinafter called "Grantors", for the consideration of the sum of One Hundred and No/100 DOLLARS (\$100.00) received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, hereinafter called "Grantee", the following described property, to wit:

PARCEL 1

The South 10.5 feet of the North 72.5 feet of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, Township 18 South, Range 47 East, W.M., containing 0.04 acre, more or less.

PARCEL 2

A parcel of land lying in Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon; the said parcel being the East 20 feet of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 11.

ALSO that portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 11 lying Easterly of a line which is parallel to and 75 feet Easterly of the center line of the relocated Old Oregon Trail Highway.

ALSO that portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 11 included in a strip of land 20 feet in width lying between lines which are parallel to and 75 feet Easterly and 95 feet Easterly of said center line.

ALSO that portion of the West 20 feet of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying Easterly of a line which is parallel to and 95 feet Easterly of said center line.

The center line of the relocated Old Oregon Trail Highway referred to herein is described as follows:

Beginning at Engineer's center line Station 1323+00, said station being 80.06 feet North and 80.81 feet West of the West quarter corner of said Section 11; thence South 19° 35' 43" East 1000 feet to Engineer's center line Station 1333+00.

Bearings are based upon the Oregon Co-ordinate System, South Zone.

The parcel of land to which this description applies contains 0.22 acre, more or less.

SUBJECT to the rights of the public.

And Grantors do hereby covenant to and with Grantee, its successors and assigns, that they are the owners in fee simple of said property which is free from all encumbrances and will warrant and defend the same from all lawful claims whatsoever.

Dated this 17 day of September, 1970.

Jacob LeRoy Kendall
Jacob LeRoy Kendall

Edna Kendall
Edna Kendall

By Marion Kendall
Marion Kendall, Attorney in Fact for
Jacob LeRoy Kendall and Edna Kendall

RECEIVED

APR 04 2008

WATER RESOURCES DEPT
SALEM OREGON

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That PLACIDO M. RIVERA and FRANCIS A. RIVERA, husband and wife; JACOB LEROY KENDALL and EDNA M. KENDALL, husband and wife, hereinafter called "Grantors", for the consideration of the sum of One Thousand Seven Hundred Fifty and No/100 DOLLARS (\$1,750.00) received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, hereinafter called "Grantee", the following described property, to wit:

A parcel of land lying in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon; the said parcel being that portion of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying Easterly of a line which is parallel to and 95 feet Easterly of the center line of the relocated Old Oregon Trail Highway, which center line is described as follows:

Beginning at Engineer's center line Station 1323+00, said station being 80.06 feet North and 80.81 feet West of the West quarter corner of said Section 11; thence South 19° 35' 43" East 1000 feet to Engineer's center line Station 1333+00.

EXCEPT therefrom the West 20 feet of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$.

Bearings are based upon the Oregon Co-ordinate system, South Zone.

The parcel of land to which this description applies contains 0.54 acre, more or less.

And Grantors do hereby covenant to and with Grantee, its successors and assigns, that they are the owners in fee simple of said property which is free from all encumbrances and will warrant and defend the same from all lawful claims whatsoever.

Dated this 26 day of March, 1970.

Placido M. Rivera
Placido M. Rivera

Francis A. Rivera
Francis A. Rivera

Jacob Leroy Kendall
Jacob LeRoy Kendall

By Marion Kendall
Marion Kendall, Attorney in Fact

Edna M. Kendall
Edna M. Kendall

By Marion Kendall
Marion Kendall, Attorney in Fact

STATE OF OREGON, County of Malheur

March 26, 1970. Personally appeared the above named Placido M. Rivera and Francis A. Rivera, who acknowledged the foregoing instrument to be their voluntary act. Before me:

RECEIVED.

APR 04 2008

WATER RESOURCES DEPT
SALEM OREGON

Marion Kendall
Notary Public for Oregon
My Commission expires 12-31-1970

WARRANTY DEED
(Individual)

KNOW ALL MEN BY THESE PRESENTS, That we, SERSEY NALLEY, a widow, also known as
Sersey J. Walley,

hereinafter called "Grantors", for the consideration of the sum of two thousand
seven hundred fifty DOLLARS (\$ 2750)
received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY
COMMISSION, hereinafter called "Grantee", the following described premises, to wit:

The N¹/₂ SE¹/₄ NW¹/₄ SW¹/₄ of Section 11, Township 18 South, Range 47 East, W.M.,
Malheur County, Oregon.

EXCEPT therefrom the North 15 feet.

The parcel of land to which this description applies contains 1.14 acres,
more or less.

ba/fjs

TO HAVE AND TO HOLD the said premises with their appurtenances, in fee simple, unto Grantee,
its successors and assigns forever.

And we the Grantors do hereby covenant to and with Grantee, its successors and assigns, that we
are the owners in fee simple of said premises which are free from all encumbrances

and will warrant and defend the same from all lawful claims whatsoever.

In construing this deed, where the context so requires, the plural includes the singular.

Dated this 4th day of December, 19 69.

Sersey J. Nalley

STATE OF OREGON,
County of _____
I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock ____ M., and recorded _____
Witness my hand and seal of County affixed.

Title _____
By _____ Deputy

STATE OF OREGON, County of Canyon (Delco)
Sersey Nalley, 19 69. Personally appeared the
above named Sersey Nalley, aka Sersey J. Nalley, and
_____ who acknowledged
the foregoing instrument to be their voluntary act.

Notary Public for Oregon

RECEIVED

APR 04 2008

**WATER RESOURCES DEPT
SALEM OREGON**

My Commission expires 6/14/70

STATE OF OREGON, County of _____
_____, 19____. Personally appeared the
above named _____ and
_____ who acknowledged
the foregoing instrument to be their voluntary act.

Notary Public for Oregon

AFTER RECORDING RETURN TO
OREGON STATE HIGHWAY COMMISSION
STATE HIGHWAY BLDG. ROOM 119

G-17029

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That WILLIAM FRED NALLEY, ~~and VIRGINIA NALLEY, husband and~~ ^{and VIRGINIA NALLEY, husband and} hereinafter called "Grantors", for the consideration of the sum of Twenty-five and No/100 DOLLARS (\$25.00) received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, hereinafter called "Grantee", the following described property, to wit:

A parcel of land lying in the N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon; the said parcel being the North 15 feet of the East 195 feet of said subdivision.

The parcel of land to which this description applies contains 0.07 acre, more or less.

And Grantors do hereby covenant to and with Grantee, its successors and assigns, that they are the owners in fee simple of said property which is free from all encumbrances and will warrant and defend the same from all lawful claims whatsoever.

In construing this instrument, where the context so requires, the plural includes the singular.

Dated this 16th day of February, 1970.

William Fred Nalley /s/ (SEAL)

Virginia Nalley /s/ (SEAL)

STATE OF IDAHO, County of Bannock

February 16, 1970. Personally appeared the above named William Fred Nalley, and Virginia Nalley, who acknowledged the foregoing instrument to be their voluntary act. Before me:

Jackie Helandollar /s/
Notary Public for Idaho

(SEAL)

My Commission expires 7-28-71

baiff

RECEIVED

APR 04 2008

WATER RESOURCES DEPT
SALEM OREGON

Hwy#6 R/W F-10

File 42469

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That JACOB LeROY KENDALL and EDNA KENDALL, husband and wife, hereinafter called "Grantors", for the consideration of the sum of One Hundred and No/100 DOLLARS (\$100.00) received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, hereinafter called "Grantee", the following described property, to wit:

PARCEL 1

The South 10.5 feet of the North 72.5 feet of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, Township 18 South, Range 47 East, W.M., containing 0.04 acre, more or less.

PARCEL 2

A parcel of land lying in Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon; the said parcel being the East 20 feet of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 11.

ALSO that portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 11 lying Easterly of a line which is parallel to and 75 feet Easterly of the center line of the relocated Old Oregon Trail Highway.

ALSO that portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 11 included in a strip of land 20 feet in width lying between lines which are parallel to and 75 feet Easterly and 95 feet Easterly of said center line.

ALSO that portion of the West 20 feet of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying Easterly of a line which is parallel to and 95 feet Easterly of said center line.

The center line of the relocated Old Oregon Trail Highway referred to herein is described as follows:

Beginning at Engineer's center line Station 1323+00, said station being 80.06 feet North and 80.81 feet West of the West quarter corner of said Section 11; thence South 19° 35' 43" East 1000 feet to Engineer's center line Station 1333+00.

Bearings are based upon the Oregon Co-ordinate System, South Zone.

The parcel of land to which this description applies contains 0.22 acre, more or less.

SUBJECT to the rights of the public.

And Grantors do hereby covenant to and with Grantee, its successors and assigns, that they are the owners in fee simple of said property which is free from all encumbrances and will warrant and defend the same from all lawful claims whatsoever.

Dated this 17 day of September, 1970.

Jacob LeRoy Kendall
Jacob LeRoy Kendall

Edna Kendall
Edna Kendall

By Marion Kendall
Marion Kendall, Attorney in Fact for
Jacob LeRoy Kendall and Edna Kendall

RECEIVED

APR 04 2008

WATER RESOURCES DEPT
SALEM OREGON

G-17029

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That PLACIDO M. RIVERA and FRANCIS A. RIVERA, husband and wife; JACOB LEROY KENDALL and EDNA M. KENDALL, husband and wife, hereinafter called "Grantors", for the consideration of the sum of One Thousand Seven Hundred Fifty and No/100 DOLLARS (\$1,750.00) received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, hereinafter called "Grantee", the following described property, to wit:

A parcel of land lying in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon; the said parcel being that portion of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying Easterly of a line which is parallel to and 95 feet Easterly of the center line of the relocated Old Oregon Trail Highway, which center line is described as follows:

Beginning at Engineer's center line Station 1323+00, said station being 80.06 feet North and 80.81 feet West of the West quarter corner of said Section 11; thence South 19° 35' 43" East 1000 feet to Engineer's center line Station 1333+00.

EXCEPT therefrom the West 20 feet of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$.

Bearings are based upon the Oregon Co-ordinate system, South Zone.

The parcel of land to which this description applies contains 0.54 acre, more or less.

And Grantors do hereby covenant to and with Grantee, its successors and assigns, that they are the owners in fee simple of said property which is free from all encumbrances and will warrant and defend the same from all lawful claims whatsoever.

Dated this 26 day of March, 1970.

Placido M. Rivera
Placido M. Rivera

Francis A. Rivera
Francis A. Rivera

Jacob Leroy Kendall
Jacob LeRoy Kendall

By Marion Kendall
Marion Kendall, Attorney in Fact

Edna M. Kendall
Edna M. Kendall

By Marion Kendall
Marion Kendall, Attorney in Fact

STATE OF OREGON, County of Malheur

March 26, 1970. Personally appeared the above named Placido M. Rivera and Francis A. Rivera, who acknowledged the foregoing instrument to be their voluntary act. Before me:

Marion Kendall
Notary Public for Oregon
My Commission expires 12/31/72

RECEIVED

APR 04 2008

WATER RESOURCES DEPT
SALEM OREGON

WARRANTY DEED
(Individual)

KNOW ALL MEN BY THESE PRESENTS, That we, SERSEY NALLEY, a widow, also known as Sersey J. Malley,

hereinafter called "Grantors", for the consideration of the sum of Two thousand Seven Hundred Fifty DOLLARS (\$ 2750) received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, hereinafter called "Grantee", the following described premises, to wit:

The N¹/₂SE¹/₄NW¹/₄SW¹/₄ of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon.

EXCEPT therefrom the North 15 feet.

The parcel of land to which this description applies contains 1.14 acres, more or less.

ba/f63

TO HAVE AND TO HOLD the said premises with their appurtenances, in fee simple, unto Grantee, its successors and assigns forever.

And we the Grantors do hereby covenant to and with Grantee, its successors and assigns, that we are the owners in fee simple of said premises which are free from all encumbrances

and will warrant and defend the same from all lawful claims whatsoever.

In construing this deed, where the context so requires, the plural includes the singular.

Dated this 4th day of December, 19 69.

Sersey J. Malley

STATE OF OREGON,
County of _____
I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock ____ M., and recorded _____
Witness my hand and seal of County affixed.

Title _____
By _____ Deputy

STATE OF OREGON, County of Canyon (Delco)
Sersey Malley, 19 69. Personally appeared the above named Sersey Malley, aka Sersey J. Malley, and _____ who acknowledged the foregoing instrument to be their voluntary act.

Patricia B.
Notary Public for Oregon
My Commission expires 6/14/70

STATE OF OREGON, County of _____, 19____. Personally appeared the above named _____ and _____ who acknowledged the foregoing instrument to be their voluntary act.

RECEIVED

APR 04 2008

WATER RESOURCES DEPT
SALEM OREGON

Notary Public for Oregon

AFTER RECORDING RETURN TO
OREGON STATE HIGHWAY COMMISSION
STATE HIGHWAY BLDG. ROOM 119

3-17029

DEED

KNOW ALL MEN BY THESE PRESENTS, that FRUCTOSO RIVERA and FELIZ M. RIVERA, husband and wife; EARLE KENDALL, as an individual and as the duly appointed, qualified and acting guardian of the person and estate of Phyllis Kendall, his wife, an incompetent person, having been appointed as such by the County Court of the State of Oregon for the County of Malheur, in pursuance of an order of said Court authorizing the sale of the property hereinafter described, entered the 28th day of April, 1970, in Volume 58 on Page 647-648 of the Journal of said Court, and of an order of said Court confirming the sale of said property to the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, hereinafter called "State", entered the 8th day of July, 1970, in Volume 73 on Page 340-341 of the Journal of said Court, for a consideration of the sum of Three Thousand Five Hundred and No/100 - - - - - DOLLARS (\$ 3500.00), receipt of which is hereby acknowledged, do hereby convey to State, its successors and assigns, all the right, title, interest and estate which the above named persons hold in and to the following described property, to wit:

A parcel of land lying in the S1/2SW1/4NW1/4SW1/4 of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon; the said parcel being that portion of said S1/2SW1/4NW1/4SW1/4 lying Northeasterly of the Northeasterly right of way line of the existing Old Oregon Trail Highway.

The parcel of land to which this description applies contains 0.5 acre, more or less.

And the undersigned do hereby covenant to and with State, its successors and assigns, that they, together with the said Phyllis Kendall, are the owners in fee simple of said property which is free from all encumbrances and will warrant and defend the same from all lawful claims whatsoever.

Dated this 9th day of July, 1970.

WITNESSES AS TO THE MARK OF Feliz M. Rivera:

Rogelio Salinas

Fructoso Rivera

Josefa R. Salinas

X Feliz M. Rivera

Earle Kendall, individually

Earle Kendall, as Guardian of the person and estate of Phyllis Kendall, an incompetent person

STATE OF OREGON, County of Malheur

7-21-70, 1970. Personally appeared the above named Fructoso Rivera and Feliz M. Rivera, who acknowledged the foregoing instrument to be their voluntary act. Before me:

RECEIVED

APR 04 2008

WATER RESOURCES DEPT SALEM OREGON

Notary Public for Oregon

My Commission expires Feb. 27 - 1972

WARRANTY DEED
(Individual)

File 42476

NOW ALL MEN BY THESE PRESENTS, That we, WARREN G. CONGER and GERMAINE R. CONGER,
husband and wife; E. H. STAPLES and MERIL V. STAPLES, husband and wife,
hereinafter called "Grantors", for the consideration of the sum of Three Hundred Seventy-five and
No/100 -----DOLLARS (\$ 375.00)
received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY
COMMISSION, hereinafter called "Grantee", the following described property, to wit:

The ~~SW 1/4 SE 1/4 NW 1/4 SW 1/4~~ and the South 20 feet of the ~~SE 1/4 SE 1/4 NW 1/4 SW 1/4~~ of Section
11, Township 18 South, Range 47 East, W.M. Malheur County, Oregon.

The parcel of land to which this description applies contains 0.7 acre, more
or less.

ba/cw

And Grantors do hereby covenant to and with Grantee, its successors and assigns, that they are the
owners in fee simple of said property which is free from all encumbrances

and will warrant and defend the same from all lawful claims whatsoever.

In construing this deed, where the context so requires, the plural includes the singular.

Dated this 30 day of April, 19 70. E H Staples E.H.S.

Warren G Conger Meril V Staples
Germaine R. Conger Meril V Staples

STATE OF OREGON, County of Malheur
April 30 1970 ~~XXXXXXX~~, 19 70. Personally appeared the
above named Warren G. Conger and
Germaine R. Conger who acknowledged
the foregoing instrument to be their voluntary act.

Edmund L. Hartwell
Notary Public for Oregon
My Commission expires 5-13-72

STATE OF OREGON,
County of _____
I certify that the within instrument was
received for record on the _____ day of _____,
19_____,
at _____ o'clock _____ M., and recorded

Title _____
By _____ Deputy _____
AFTER RECORDING RETURN TO
OREGON STATE HIGHWAY COMMISSION
STATE HIGHWAY BLDG. ROOM 119
SALEM, OREGON 97310

STATE OF OREGON, County of Malheur
April 30 ~~XXXXXXX~~, 19 70. Personally appeared the
above named E. H. Staples and
Meril V. Staples who acknowledged
the foregoing instrument to be their voluntary act.

Edmund L. Hartwell
Notary Public for Oregon
My Commission expires 5-13-72

RECEIVED

APR 04 2008

WATER RESOURCES DEPT
SALEM OREGON

Rev. 1-14-70
G-17029

WARRANTY DEED
(Individual)

File 43780

KNOW ALL MEN BY THESE PRESENTS, That we, WARREN G. CONGER and GERMAINE R. CONGER,
husband and wife,

hereinafter called "Grantors", for the consideration of the sum of Five Thousand Seven Hundred
Fifty and No/100 ----- DOLLARS (\$ 5,750.00)

received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY
COMMISSION, hereinafter called "Grantee", the following described property, to wit:

The SE 1/4 SE 1/4 NW 1/4 NW 1/4 SW 1/4 of Section 11, Township 18 South, Range 47 East, W.M.,
Malheur County, Oregon.

EXCEPT therefrom the South 20 feet of said subdivision.

The parcel of land to which this description applies contains 0.55 acre,
more or less.

ba/jh

And Grantors do hereby covenant to and with Grantee, its successors and assigns, that they are the
owners in fee simple of said property which is free from all encumbrances

and will warrant and defend the same from all lawful claims whatsoever.

In construing this deed, where the context so requires, the plural includes the singular.

Dated this 2nd day of March, 19 70.

Warren G. Conger /s/

Germaine R. Conger /s/

STATE OF OREGON, County of Malheur
March 2, 19 70. Personally appeared the
above named Warren G. Conger and
Germaine R. Conger who acknowledged
the foregoing instrument to be their voluntary act.

Deannie Smalley /s/
Notary Public for Oregon
My Commission expires 4-22-70

(SEAL)

STATE OF OREGON, County of _____
_____, 19____. Personally appeared the
above named _____ and
_____ who acknowledged
the foregoing instrument to be their voluntary act.

STATE OF OREGON,
County of _____
I certify that the within instrument was received for record on the _____ day of _____ _____, 19____,
at _____ o'clock _____ M., and recorded

_____ Title.
By _____ Deputy

AFTER RECORDING RETURN TO
OREGON STATE HIGHWAY COMMISSION
STATE HIGHWAY BLDG. ROOM 119
SALEM, OREGON 97310

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APR 04 2008

WATER RESOURCES DEPT
SALEM, OREGON

Notary Public for Oregon
My Commission expires _____

Rev. 1-14-70
G-17029

WARRANTY DEED

70-33-7

KNOW ALL MEN BY THESE PRESENTS, That RAMON ALONZO and MARCELINA ALONZO, husband and wife; MARION KENDALL and IVA V. KENDALL, husband and wife, hereinafter called "Grantors", for the consideration of the sum of Three Thousand and No/100 Dollars [\$3,000.00] received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, hereinafter called "Grantee", the following described property, to wit:

A parcel of land being the NW $\frac{1}{4}$, NE $\frac{1}{4}$, SW $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$ of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon.

ALSO that portion of the NE $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$ lying Northeasterly of the Northeasterly right of way line of the existing Old Oregon Trail Highway.

EXCEPT therefrom the South 20 feet of said subdivisions lying Easterly of said existing highway right of way.

The parcel of land to which this description applies contains 0.82 acre, more or less.

And Grantors do hereby covenant to and with Grantee, its successors and assigns, that they are the owners in fee simple of said property which are free from all encumbrances and will warrant and defend the same from all lawful claims whatsoever.

Dated this 5 day of February, 1970.

Ramon Alonzo /s/ [SEAL]
Ramon Alonzo

Marion Kendall /s/ [SEAL]
Marion Kendall

Marcelina Alonzo /s/ [SEAL]
Marcelina Alonzo

Iva V. Kendall /s/ [SEAL]
Iva V. Kendall

STATE OF OREGON, County of Malheur

Feb. 5, 1970. Personally appeared the above named Ramon Alonzo and Marcelina Alonzo who acknowledged the foregoing instrument to be their voluntary act.

Before me:

(SEAL)

Earl Blackaby /s/
Notary Public for Oregon
My Commission expires Jan. 2, 1973

STATE OF OREGON, County of Malheur

Feb. 5, 1970. Personally appeared the above named Marion Kendall and Iva V. Kendall who acknowledged the foregoing instrument to be their voluntary act. Before me:

(SEAL)

Earl Blackaby /s/
Notary Public for Oregon
My Commission expires Jan. 2, 1973

Jeb Hef

RECEIVED

APR 04 2008

WATER RESOURCES DEPT
SALEM OREGON

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That PEDRO H. CARBAJAL and ZOILA E. CARBAJAL, husband and wife; JACOB LeROY KENDALL and EDNA M. KENDALL, husband and wife, hereinafter called "Grantors", for the consideration of the sum of Three Thousand and No/100 DOLLARS (\$3,000.00) received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, hereinafter called "Grantee", the following described property, to wit:

The North 62 feet of the NE 1/4 NE 1/4 SW 1/4 NW 1/4 SW 1/4 of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon, containing 0.23 acre, more or less.

And Grantors do hereby covenant to and with Grantee, its successors and assigns, that they are the owners in fee simple of said property which is free from all encumbrances and will warrant and defend the same from all lawful claims whatsoever.

Dated this 27 day of March, 1970.

Pedro H. CARBAJAL
Pedro H. Carbajal

Zoila E. Carbajal
Zoila E. Carbajal

Jacob LeRoy Kendall
Jacob LeRoy Kendall

By Marion Kendall
Marion Kendall, Attorney in Fact

Edna M. Kendall
Edna M. Kendall

By Marion Kendall
Marion Kendall, Attorney in Fact

STATE OF OREGON, County of Malheur

March 27, 1970. Personally appeared the above named Pedro H. Carbajal and Zoila E. Carbajal, who acknowledged the foregoing instrument to be their voluntary act. Before me:

[Signature]
Notary Public for Oregon
My Commission expires 11.1.71

STATE OF OREGON, County of Malheur

March 27, 1970. Personally appeared the above named Marion Kendall, who being duly sworn, did say that he is the Attorney in Fact for Jacob LeRoy Kendall and Edna M. Kendall, and that he executed the foregoing instrument by authority of and in behalf of said principals; and he acknowledged to me that he as the Attorney in Fact for said principals executed the same freely and voluntarily for the uses and purposes therein mentioned. Before me:

[Signature]
Notary Public for Oregon
My Commission expires 11.1.71

ba/ll

RECEIVED

APR 04 2008

WATER RESOURCES DEPT
SALEM OREGON

Hwy #6 R/W F-10

File 42469

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That JACOB LeROY KENDALL and EDNA KENDALL, husband and wife, hereinafter called "Grantors", for the consideration of the sum of One Hundred and No/100 DOLLARS (\$100.00) received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, hereinafter called "Grantee", the following described property, to wit:

PARCEL 1

The South 10.5 feet of the North 72.5 feet of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, Township 18 South, Range 47 East, W.M., containing 0.04 acre, more or less.

PARCEL 2

A parcel of land lying in Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon; the said parcel being the East 20 feet of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 11.

ALSO that portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 11 lying Easterly of a line which is parallel to and 75 feet Easterly of the center line of the relocated Old Oregon Trail Highway.

ALSO that portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 11 included in a strip of land 20 feet in width lying between lines which are parallel to and 75 feet Easterly and 95 feet Easterly of said center line.

ALSO that portion of the West 20 feet of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying Easterly of a line which is parallel to and 95 feet Easterly of said center line.

The center line of the relocated Old Oregon Trail Highway referred to herein is described as follows:

Beginning at Engineer's center line Station 1323+00, said station being 80.06 feet North and 80.81 feet West of the West quarter corner of said Section 11; thence South 19° 35' 43" East 1000 feet to Engineer's center line Station 1333+00.

Bearings are based upon the Oregon Co-ordinate System, South Zone.

The parcel of land to which this description applies contains 0.22 acre, more or less.

SUBJECT to the rights of the public.

And Grantors do hereby covenant to and with Grantee, its successors and assigns, that they are the owners in fee simple of said property which is free from all encumbrances and will warrant and defend the same from all lawful claims whatsoever.

Dated this 17 day of September, 1970.

Jacob LeRoy Kendall
Jacob LeRoy Kendall

Edna Kendall
Edna Kendall

By Marion Kendall
Marion Kendall, Attorney in Fact for
Jacob LeRoy Kendall and Edna Kendall

RECEIVED

APR 04 2008

WATER RESOURCES DEPT
SALEM OREGON

G-17029

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That GEORGE J. RICKETTS, a single man, hereinafter called "Grantors", for the consideration of the sum of Two Hundred Twenty-five and No/100 DOLLARS (\$225.00) received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, hereinafter called "Grantee", the following described property, to wit:

A parcel of land lying in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon; the said parcel being the North 72 $\frac{1}{2}$ feet of the South 92 $\frac{1}{2}$ feet of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$.

The parcel of land to which this description applies contains 0.27 acre, more or less.

And Grantors do hereby covenant to and with Grantee, its successors and assigns, that they are the owners in fee simple of said property which is free from all encumbrances and will warrant and defend the same from all lawful claims whatsoever.

In construing this instrument, where the context so requires, the plural includes the singular.

Dated this 4th day of August, 1970,

George J. Ricketts

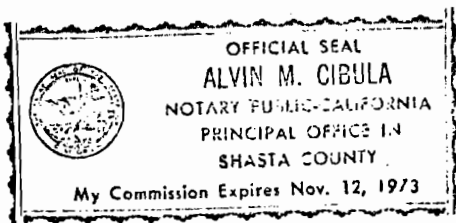
STATE OF CALIFORNIA, County of Shasta

August 4, 1970. Personally appeared the above named George J. Ricketts, who acknowledged the foregoing instrument to be their voluntary act. Before me:

Alvin M. Cibula

Notary Public for California

My Commission expires November 15, 1973



tk/c

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APR 04 2008

WATER RESOURCES DEPT
SALEM OREGON

Grantor Marion and Iva V. Kendall Mail Address

Mail Address

Section Ontario - Idaho State Line Highway Old Oregon Trail

County Malheur Purpose Safety Rest Area & Info. Center Agent

JS 11-19-69 7B-33-7

REAL ESTATE OPTION

IN CONSIDERATION of the surveys and plans that have been made or will be made and the purpose of the State to construct, reconstruct, improve, maintain, or repair the portion of the highways of the State for which the real property hereinafter described is necessary, or, to improve, maintain, and operate the said property for public park, scenic, recreational, camping, roadside development or parking purposes, and in consideration of the hereby acknowledged benefits that will inure thereby to the undersigned or to the public, we, the undersigned, hereby give and grant to the State of Oregon, by and through its State Highway Commission, upon the terms and conditions hereinafter stated, the option to purchase the following described real estate, to wit:

PARCEL 1

The West 20 feet of the SE 1/4 NW 1/4 NW 1/4 SW 1/4 of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon, containing 0.08 acre, more or less.

PARCEL 2

A parcel of land lying in the NE 1/4 SW 1/4 NW 1/4 SW 1/4 of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon; the said parcel being that portion of said NE 1/4 SW 1/4 NW 1/4 SW 1/4 lying Northeasterly of the Northeasterly right of way line of the existing Old Oregon Trail Highway.

The parcel of land to which this description applies contains 40 square feet, more or less.

PARCEL 3

A parcel of land lying in the NE 1/4 NW 1/4 SW 1/4 NW 1/4 SW 1/4 and the N 1/2 NE 1/4 SW 1/4 NW 1/4 SW 1/4 of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon; the said parcel being the South 20 feet of said N 1/2 NE 1/4 SW 1/4 NW 1/4 SW 1/4.

ALSO that portion of the South 20 feet of said NE 1/4 NW 1/4 SW 1/4 NW 1/4 SW 1/4 lying Northeasterly of the Northeasterly right of way line of the existing Old Oregon Trail Highway.

The parcel of land to which this description applies contains 0.18 acre, more or less.

PARCEL 4

The South 20 feet of the SE 1/4 NE 1/4 SW 1/4 NW 1/4 SW 1/4 of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon, containing 0.08 acre, more or less.

tk/rt

NOTE: Parcels 1, 2, 3 & 4 - Entire property.

RECEIVED

APR 04 2008

WATER RESOURCES DEPT SALEM OREGON

The State Highway Commission shall have the irrevocable right, at any time within six (6) months from the date hereof, to accept this option on the terms and conditions hereinafter set out.

Bargain and Sale

2. (Title) / ~~Warranty~~ The undersigned agree to deliver to the State of Oregon, by and through its State Highway Commission, a good deed to said real estate, conveying the same free from all outstanding liens or encumbrances, **INCLUDING TAXES DUE AND PAYABLE DURING THE FISCAL TAX YEAR IN WHICH THE DEED FOR THE SAID REAL ESTATE IS DELIVERED, OR, IF POSSESSION IS TAKEN PRIOR THERETO, THEN DURING THE FISCAL TAX YEAR IN WHICH POSSESSION IS TAKEN**, and also free from all rights of lessees, tenants, or other persons claiming rights of possession, occupancy, or enjoyment of the premises. Unless stated to the contrary herein, the conveyance shall include all buildings, fixtures, emblements and appurtenances to the land herein described, including any building situated partially upon the owners' remaining land. It is further understood and agreed that the undersigned will furnish, without cost to the State, good and merchantable title, as a condition precedent to the paying of compensation. The undersigned further agree neither to sell nor encumber the said real estate during the term of this option.

3. (Consideration) Upon the delivery of said deed and the clearing of title satisfactory to the State, as hereinabove set out, the undersigned, in the usual course and through the usual channels of auditing claims against the State, shall be paid the sum of Twenty Five and No/100 - - - - - DOLLARS (\$ 25.00) (including \$..... for constructing fence..... and \$..... for removing or replacing improvements.....) as full payment of the purchase price of said real estate, including all damages, if any there be, by reason of the taking and use thereof.

4. (Fencing) In the event that a cash allowance is made for the construction of new fencing or the moving of existing fencing, then the undersigned agree to construct promptly or move said fencing, as the case may be, and thereafter the same shall be maintained, repaired and reconstructed by the undersigned or their successors in interest. State may withhold that part of the cash consideration representing the cost of fencing until such time as the fence is constructed or moved. Fencing constructed by the State shall create no obligation on the part of the State for maintenance.

5. (Buildings) Where buildings lie partially on the remaining property, it is agreed that the purchase price of the buildings includes any items of landscaping immediately surrounding the buildings or which may be destroyed as the result of the removal of the buildings. In such event the State shall not be obligated to remove any appurtenances lying outside the foundation of the building. Where buildings are removed, it shall be the responsibility of the State to level the foundation walls and fill basement areas on the remaining property. The State, its employees and contractors or assigns, shall have the right to enter the abutting property for the performance of the State's obligations and to move said buildings across the remaining property in the most feasible manner.

In the event that any building or other item proposed to be moved for the use and benefit of Grantor is destroyed or damaged before moving to an extent sufficient to render the same unusable, the State shall not be obligated to make payment for the cost of moving or re-establishing the same. In the event that any buildings, fixtures, appurtenances or other things are to pass to and become the property of the State in connection with the real property herein covered, the undersigned agree to turn the same over to the State in as good condition as they are now and shall prevent any waste, damage or destruction, other than ordinary wear and tear.

State may withhold that part of the cash consideration representing the cost of moving until the land conveyed has been cleared of improvements to be moved.

6. (Possession) Unless otherwise provided herein, the State shall have the right to enter upon and take possession of the land upon the execution and delivery of this option, but entry upon said premises for the purpose of inspection or survey, or any slight or inadvertent entry without material damage or injury to the realty, or without the exercise of dominion thereover to the exclusion of the undersigned, shall not be construed as a final election to close this option.

The undersigned shall surrender possession of buildings and land improvements no later than days after notice of acceptance by the Highway Commission.

7. (State's Other Obligations) The State will construct at the time of the highway construction, at the locations and widths specified, the following road approaches:

In addition to the above purchase price, the State is to do the following things:

Any construction lying outside of the traveled portion and shoulders of the highway which is made for the use and benefit of the abutting property, either under the terms of this option or the construction plans, shall be completed in conformance with normal engineering construction practices and thereafter shall be maintained or reconstructed by the property owner, in accordance with Section 374.305, et seq., ORS and other applicable statutes and regulations. The undersigned hereby grant the State, its employees or contractors, permission to enter upon their remaining property for the purpose of performing any of said construction work.

It is expressly understood that the State shall not be obligated further than as herein stated.

8. (Grantors' Other Obligations) As a part of the consideration above stated, the undersigned agree to do the following additional things at their own cost and expense:

In the event that this option is accepted, the undersigned agree to remove promptly from the limits of the real property herein covered the following reserved property or items:

Any reserved property or items not removed on or before the date of possession above specified shall become the property of the State.

9. The undersigned expressly acknowledge that all items of damages, all sums of money to be paid, and all things to be done by the State are included in this option, and expressly agree that the consideration recited herein constitutes complete just compensation for the real property described above, including any and all damages which may result from the use of said real property and the construction, reconstruction or improvement of the highway, including any grade change damages. All claims for damages, injury, or loss on account of failure to close this option are hereby expressly waived.

Dated this 5 day of February, 1970

Witnesses: /s/ Marion Kendall [SEAL]
/s/ Clyde R. Caldwell /s/ Iva V. Kendall [SEAL]
[SEAL]
State Printing 32154 **RECEIVED** APR 04 2008 [SEAL]

**WATER RESOURCES DEPT
SALEM OREGON**

G-17029

WARRANTY DEED
(Individual)

File 42478

KNOW ALL MEN BY THESE PRESENTS, That we, JAMES B. HUNSUCKER and EVA HUNSUCKER,
husband and wife,

hereinafter called "Grantors", for the consideration of the sum of Three Thousand Two Hundred
Fifty and No/100 ----- DOLLARS (\$ 3,250.00)

received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, hereinafter called "Grantee", the following described property, to wit:

A parcel of land lying in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ and in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon; the said parcel being that portion of said subdivisions lying Northeasterly of the Northeasterly right of way line of the existing Old Oregon Trail Highway.

The parcel of land to which this description applies contains 0.73 acre, more or less.

tk/bo

And Grantors do hereby covenant to and with Grantee, its successors and assigns, that they are the owners in fee simple of said property which is free from all encumbrances

and will warrant and defend the same from all lawful claims whatsoever.
In construing this deed, where the context so requires, the plural includes the singular.

Dated this 25 day of April, 1970.

James B. Hunsucker
Eva Hunsucker

STATE OF OREGON, County of Malheur
April 25, 1970. Personally appeared the above named James B. Hunsucker and Eva Hunsucker who acknowledged the foregoing instrument to be their voluntary act.

Donald Stewart
Notary Public for Oregon
My Commission expires 2-3-71

STATE OF OREGON, County of _____; 19____. Personally appeared the above named _____ and _____ who acknowledged the foregoing instrument to be their voluntary act.

STATE OF OREGON, County of _____ I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded
Witness my hand and seal of County affixed.
_____ Title
By _____ Deputy
AFTER RECORDING RETURN TO OREGON STATE HIGHWAY COMMISSION STATE HIGHWAY BLDG. ROOM 119 SALEM, OREGON 97310

RECEIVED

APR 04 2008

WATER RESOURCES DEPT
SALEM, OREGON

Notary Public for Oregon
My Commission expires _____

G-17029

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That EMIL PFISTER, an unmarried man, also known as Gladys M. Drinkwine, GLADYS DRINKWINE, a widow, hereinafter called "Grantors", for the consideration of the sum of Two Thousand and No/100 DOLLARS (\$2,000.00) received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, hereinafter called "Grantee", the following described property, to wit:

The SE 1/4 NE 1/4 SW 1/4 NW 1/4 SW 1/4 of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon.

EXCEPT therefrom the South 20 feet.

The parcel of land to which this description applies contains 0.55 acre more or less.

And Grantors do hereby covenant to and with Grantee, its successors and assigns, that they are the owners in fee simple of said property which is free from all encumbrances and will warrant and defend the same from all lawful claims whatsoever.

In construing this instrument, where the context so requires, the plural includes the singular.

Dated this 22nd day of April, 1970.

Emil Pfister
Gladys Drinkwine

STATE OF OREGON, County of Malheur

4-22-70, 1970. Personally appeared the above named Gladys Drinkwine, who acknowledged the foregoing instrument to be his voluntary act. Before me:

Notary Public for Oregon
My Commission expires 2-27-72

STATE OF OREGON, County of Malheur

4-22-70, 1970. Personally appeared the above named Emil Pfister, who acknowledged the foregoing instrument to be their voluntary act. Before me:

Notary Public for Oregon
My Commission expires 2-27-72

RECEIVED

APR 04 2008

WATER RESOURCES DEPT
SALEM OREGON

WARRANTY DEED

File 43513

(Individual)

also known as Maria I. Martinez, TR-33-7

KNOW ALL MEN BY THESE PRESENTS, That we, PLACIDO MARTINEZ and MARIA INEZ MARTINEZ, /

husband and wife; MARION KENDALL and IVA V. KENDALL, husband and wife,

hereinafter called "Grantors", for the consideration of the sum of Three Thousand Seven Hundred Fifty and No/100 ----- DOLLARS (\$ 3,750.00)

received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, hereinafter called "Grantee", the following described property, to wit:

A parcel of land lying in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon; the said parcel being that portion of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying Northeasterly of the Northeasterly right of way line of the existing Old Oregon Trail Highway.

The parcel of land to which this description applies contains 0.55 acre, more or less.

ba/Hjt

And Grantors do hereby covenant to and with Grantee, its successors and assigns, that they are the owners in fee simple of said property which is free from all encumbrances

and will warrant and defend the same from all lawful claims whatsoever.

In construing this deed, where the context so requires, the plural includes the singular.

Dated this 10th day of February, 1970.

Placido Martinez

Marion Kendall

Maria Inez Martinez

Iva V. Kendall

STATE OF OREGON, County of Malheur
10th of February, 1970. Personally appeared the above named Placido Martinez and Maria Inez Martinez who acknowledged the foregoing instrument to be their voluntary act.

Alfred R. Caldwell
Notary Public for Oregon
My Commission expires 3-7-70

STATE OF OREGON, County of _____ I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded
Witness my hand and seal of County affixed.
_____ Title
By _____ Deputy
AFTER RECORDING RETURN TO OREGON STATE HIGHWAY COMMISSION STATE HIGHWAY BLDG. ROOM 119 SALEM, OREGON 97310

STATE OF OREGON, County of Malheur
11th of February, 1970. Personally appeared the above named Marion Kendall and Iva V. Kendall who acknowledged the foregoing instrument to be their voluntary act.

Alfred R. Caldwell
Notary Public for Oregon
My Commission expires 3-7-70

RECEIVED

APR 04 2008

WATER RESOURCES DEPT
Rev. SALEM OREGON

G-17029

WARRANTY DEED
(Individual)

File 43514

7B-33-7

KNOW ALL MEN BY THESE PRESENTS, That we, A. O. BALDWIN, a widower; MARION KENDALL
and IVA V. KENDALL, husband and wife,
hereinafter called "Grantors", for the consideration of the sum of Three Thousand Two Hundred Fifty
and No/100 - - - - - DOLLARS (\$3,250.00)
received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY
COMMISSION, hereinafter called "Grantee", the following described premises, to wit:

The ~~NE, SE, SW, NW, SW~~ of Section 11, Township 18 South,
Range 47 East, W.M., Malheur County, Oregon, containing
0.63 acre.

jb/hjr

TO HAVE AND TO HOLD the said premises with their appurtenances, in fee simple, unto Grantee, its
successors and assigns forever.

And we the Grantors do hereby covenant to and with Grantee, its successors and assigns, that we are
the owners in fee simple of said premises which are free from all encumbrances

and will warrant and defend the same from all lawful claims whatsoever.

In construing this deed, where the context so requires, the plural includes the singular.

Dated this 10 day of February, 19 70.

A. O. Baldwin /s/

Marion Kendall /s/

Iva V. Kendall /s/

STATE OF OREGON, County of Malheur
2-10, 19 70. Personally appeared the
above named A. O. Baldwin ~~and~~
_____ who acknowledged
the foregoing instrument to be their voluntary act.

Clyde R. Caldwell /s/
Notary Public for Oregon
My Commission expires 3-7-70

(SEAL)

STATE OF OREGON, County of Malheur
2-10, 19 70. Personally appeared the
above named Marion Kendall and
Iva V. Kendall who acknowledged
the foregoing instrument to be their voluntary act.

Clyde R. Caldwell /s/
Notary Public for Oregon
My Commission expires 3-7-70

STATE OF OREGON, County of _____ I certify that the within instrument was received for record on the _____ day of _____, 19 _____, at _____ o'clock _____ M., and recorded
 Witness my hand and seal of County affixed.
_____ Title
By _____ Deputy
AFTER RECORDING RETURN TO OREGON STATE HIGHWAY COMMISSION STATE HIGHWAY BLDG. ROOM 119 SALEM, OREGON 97310

RECEIVED

APR 04 2000

WATER RESOURCES DEPT
SALEM OREGON

G-17029

10-23-71

WARRANTY DEED
(Individual)

File 43501

KNOW ALL MEN BY THESE PRESENTS, That we, MARION KENDALL and IVA V. KENDALL, husband and wife;

hereinafter called "Grantors", for the consideration of the sum of Two Thousand Two Hundred Fifty
and No/100 - - - - - DOLLARS (\$2,250.00)

received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, hereinafter called "Grantee", the following described premises, to wit:

A parcel of land lying in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon; the said parcel being that portion of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying Northeasterly of the Northeasterly right of way line of the existing Old Oregon Trail Highway.

The parcel of land to which this description applies contains 0.35 acre, more or less.

jb/lj

TO HAVE AND TO HOLD the said premises with their appurtenances, in fee simple, unto Grantee, its successors and assigns forever.

And we the Grantors do hereby covenant to and with Grantee, its successors and assigns, that we are the owners in fee simple of said premises which are free from all encumbrances

and will warrant and defend the same from all lawful claims whatsoever.

In construing this deed, where the context so requires, the plural includes the singular.

Dated this 4 day of Feb., 19 70.

Marion Kendall /s/

Iva V. Kendall /s/

STATE OF OREGON, County of Malheur
Feb. 4th, 19 70. Personally appeared the above named Marion Kendall and Iva V. Kendall who acknowledged the foregoing instrument to be their voluntary act.

W. E. Blackaby /s/

Notary Public for Oregon
My Commission expires 1-21-71

(SEAL)

STATE OF OREGON, County of _____ I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded _____ Witness my hand and seal of County affixed. _____ Title By _____ Deputy
--

STATE OF OREGON, County of _____, 19____. Personally appeared the above named _____ and _____ who acknowledged the foregoing instrument to be their voluntary act.

Notary Public for Oregon
My Commission expires _____

RECEIVED

APR 04 2003

WATER RESOURCES DEPT
SALEM OREGON

G-17029

AFTER RECORDING RETURN TO
OREGON STATE HIGHWAY COMMISSION
STATE HIGHWAY BLDG. ROOM 119
SALEM, OREGON 97310

WARRANTY DEED
(Individual)

File 42713

KNOW ALL MEN BY THESE PRESENTS, That we, RAYMOND L. McPHERSON and THELMA C. McPHERSON, husband and wife,
hereinafter called "Grantors", for the consideration of the sum of Eight Thousand and No/100 - -
- - - - - DOLLARS (\$8,000.00) received, do hereby convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, hereinafter called "Grantee", the following described premises, to wit:

The ~~SE, SE, SW, NW, SW~~ of Section 11, Township 18 South, Range 47 East, W.M., Malheur County, Oregon.

The parcel of land to which this description applies contains 0.63 acre, more or less.

jb/bjt

TO HAVE AND TO HOLD the said premises with their appurtenances, in fee simple, unto Grantee, its successors and assigns forever.

And we the Grantors do hereby covenant to and with Grantee, its successors and assigns, that we are the owners in fee simple of said premises which are free from all encumbrances

and will warrant and defend the same from all lawful claims whatsoever.

In construing this deed, where the context so requires, the plural includes the singular.

Dated this 27 day of February, 1972.

Raymond L. McPherson /s/

Thelma C. McPherson /s/

STATE OF OREGON, County of Malheur,
February 27, 1972. Personally appeared the above named Raymond L. McPherson and Thelma C. McPherson who acknowledged the foregoing instrument to be their voluntary act.

Clyde R. Caldwell /s/
Notary Public for Oregon
My Commission expires 2-7-76

(SEAL)

STATE OF OREGON, County of _____, 19____. Personally appeared the above named _____ and _____ who acknowledged the foregoing instrument to be their voluntary act.

Notary Public for Oregon
My Commission expires _____

STATE OF OREGON,
County of _____
I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded

Witness my hand and seal of County affixed.

Title
By _____ Deputy

AFTER RECORDING RETURN TO
OREGON STATE HIGHWAY COMMISSION
STATE HIGHWAY BLDG. ROOM 119
SALEM, OREGON 97310

RECEIVED
APR 04 2008
WATER RESOURCES DEPT
SALEM OREGON
G-17029