

Application for a Permit to Use
Surface Water

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APR 06 2021



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

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SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant

NAME UNITED STATES OF AMERICA BY US BUREAU OF RECLAMATION		PHONE (HM)	
PHONE (WK) 541-564-8616	CELL 541-571-2345	FAX 541-567-0520	
ADDRESS 1917 MARSH ROAD			
CITY YAKIMA	STATE WA	ZIP 98907	E-MAIL * SKIMBREL@USBR.GOV

Organization

NAME		PHONE		FAX
ADDRESS			CELL	
CITY	STATE	ZIP	E-MAIL *	

Agent – The agent is authorized to represent the applicant in all matters relating to this application.

AGENT / BUSINESS NAME HERMISTON IRRIGATION DISTRICT		PHONE 541-567-3024	FAX 541-564-1069
ADDRESS 366 E HURLBURT AVE			CELL
CITY HERMISTON	STATE OR	ZIP 97838	E-MAIL * OFFICE@HERMISTONID.ORG

Note: Attach multiple copies as needed

* By providing an e-mail address, consent is given to receive all correspondence from the Department electronically. (Paper copies of the proposed and final order documents will also be mailed.)

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.
- I cannot legally use water until the Water Resources Department issues a permit.
- The Department encourages all applicants to wait for a permit to be issued before beginning construction of any proposed diversion. Acceptance of this application does not guarantee a permit will be issued.
- If I begin construction prior to the issuance of a permit, I assume all risks associated with my actions.
- If I receive 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 cancelled.
- The water use must be compatible with local comprehensive land use plans.
- Even if the Department issues a permit, I may have to stop using water to allow senior water right holders to receive water to which they are entitled.



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

Sean Kimbrel
 Applicant Signature
Annette Kirkpatrick
 Applicant Signature

Sean Kimbrel, Field Office Manager
 Print Name and Title if applicable
 Date 4/22/2021
Annette Kirkpatrick
 Print Name and Title if applicable
 Date 4/23/21

SECTION 2: PROPERTY OWNERSHIP

Please indicate if you own all the lands associated with the project from which the water is to be diverted, conveyed, and used.

- YES, there are no encumbrances.
- YES, the land is encumbered by easements, rights of way, roads or other encumbrances.
- NO, I have a recorded easement or written authorization permitting access.
- NO, I do not currently have written authorization or easement permitting access.
- NO, 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 irrigation and/or domestic use only (ORS 274.040).
- NO, because water is to be diverted, conveyed, and/or used only on federal lands.

Affected Landowners: List the names and mailing addresses of all owners of any lands that are not owned by the applicant and that are crossed by the proposed ditch, canal or other work, even if the applicant has obtained written authorization or an easement from the owner. *(Attach additional sheets if necessary).*

Please see attached sheet

Legal Description: 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.

SECTION 3: SOURCE OF WATER

A. Proposed Source of Water

Provide the commonly used name of the water body from which water will be diverted, and the name of the stream or lake it flows into (if unnamed, say so), and the locations of the point of diversion (POD):

Source 1: Cold Springs Reservoir	Tributary to: Umatilla River
TRSQQ of POD:	
Source 2:	Tributary to:
TRSQQ of POD:	

If any source listed above is stored water that is authorized under a water right permit, certificate, or decree, attach a copy of the document or list the document number (for decrees, list the volume, page and/or decree name).

B. Applications to Use Stored Water

Do you, or will you, own the reservoir(s) described in Section 3A above?

- Yes.
- No. (Enclose a copy of your written notification to the operator of the reservoir of your intent to file this application, which should have been mailed or delivered to the operator.)

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If *all* sources listed in Section 3A are stored water, the Department will review your application using the expedited process provided in ORS 537.147, unless you check the box below. Please see the instruction booklet for more information.

By checking this box, you are requesting that the Department process your application under the standard process outlined in ORS 537.150 and 537.153, rather than the expedited process provided by ORS 537.147. To file an application under the standard process, you must enclose the following:

- A copy of a signed non-expired contract or other agreement with the owner of the reservoir (if not you) to impound the volume of water you propose to use in this application.
- A copy of your written agreement with the party (if any) delivering the water from the reservoir to you.

SECTION 4: SENSITIVE, THREATENED OR ENDANGERED FISH SPECIES PUBLIC INTEREST INFORMATION

This information must be provided for your application to be accepted as complete. The Water Resources Department will determine whether the proposed use will impair or be detrimental to the public interest with regard to sensitive, threatened or endangered fish species.

To answer the following questions, use the map provided in [Attachment 3](#) or the link below to determine whether the proposed point of diversion (POD) is located in an area where the Upper Columbia, the Lower Columbia, and/or the Statewide public interest rules apply.

For more detailed information, click on the following link and enter the T,R,S,QQ or the Lat/Long of a POD and click on "Submit" to retrieve a report that will show which section, if any, of the rules apply:

https://apps.wrd.state.or.us/apps/misc/lkp_trsqq_features/

If you need help to determine in which area the proposed POD is located, please call the customer service desk at (503) 986-0801.

Upper Columbia - OAR 690-033-0115 thru -0130

Is the POD located in an area where the Upper Columbia Rules apply?

Yes No

If yes, you are notified that the Water Resources Department will consult with numerous federal, state, local and tribal governmental entities so it may determine whether the proposed use is consistent with the "Columbia River Basin Fish and Wildlife Program" adopted by the Northwest Power Planning Council in 1994 for the protection and recovery of listed fish species. The application may be denied, heavily conditioned, or if appropriate, mitigation for impacts may be needed to obtain approval for the proposed use.

If yes,

- I understand that the proposed use does not involve appropriation of direct streamflow during the time period April 15 to September 30, except as provided in OAR 690-033-0140.
- I understand that I will install, operate and maintain a fish screen and fish passage as listed in ORS 498.301 through 498.346, and 509.580 through 509.910, to the specifications and extent required by Oregon Department of Fish and Wildlife, prior to diversion of water under any permit issued pursuant to this application.

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Surface Water — Page 3

Rev. 06-18

For Department Use: App. Number: _____

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- I understand that the Oregon Department of Environmental Quality will review my application to determine if the proposed use complies with existing state and federal water quality standards.
- I understand that I will install and maintain water use measurement and recording devices as required by the Water Resources Department, and comply with recording and reporting permit condition requirements.

Lower Columbia - OAR 690-033-0220 thru -0230

Is the POD located in an area where the Lower Columbia rules apply?

Yes No

If yes, you are notified that that the Water Resources Department will determine, by reviewing recovery plans, the Columbia River Basin Fish and Wildlife Program, and regional restoration programs applicable to threatened or endangered fish species, in coordination with state and federal agencies, as appropriate, whether the proposed use is detrimental to the protection or recovery of a threatened or endangered fish species and whether the use can be conditioned or mitigated to avoid the detriment.

If a permit is issued, it will likely contain conditions to ensure the water use complies with existing state and federal water quality standards; and water use measurement, recording and reporting required by the Water Resources Department. The application may be denied, or if appropriate, mitigation for impacts may be needed to obtain approval of the proposed use.

If yes, provide the following information (the information must be provided with the application to be considered complete).

Yes No The proposed use is for more than **one** cubic foot per second (448.8 gpm) and is not subject to the requirements of OAR 690, Division 86 (Water Management and Conservation Plans).

If yes, provide a description of the measures to be taken to assure reasonably efficient water use:

Statewide - OAR 690-033-0330 thru -0340

Is the POD located in an area where the Statewide rules apply?

Yes No

If yes, the Water Resources Department will determine whether the proposed use will occur in an area where endangered, threatened or sensitive fish species are located. If so, the Water Resources Department, Department of Fish and Wildlife, Department of Environmental Quality, and the Department of Agriculture will recommend conditions required to achieve “no loss of essential habitat of threatened and endangered (T&E) fish species,” or “no net loss of essential habitat of sensitive (S) fish species.” If conditions cannot be identified that meet the standards of no loss of essential T & E fish habitat or no net loss of essential S fish habitat, the agencies will recommend denial of the application unless they conclude that the proposed use would not harm the species.

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Surface Water — Page 4

Rev. 06-18

For Department Use: App. Number: _____

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SECTION 5: WATER USE

Provide the amount of water you propose to use from each source, for each use, in cubic feet-per-second (cfs) or gallons-per-minute (gpm). If the proposed use is from storage, provide the amount in acre-feet (af):
(1 cfs equals 448.8 gpm. 1 acre-foot equals 325,851 gallons or 43,560 cubic feet)

SOURCE	USE	PERIOD OF USE	AMOUNT
Cold Springs Reservoir	Irrigation	March 1 -October 30	76.50 <input type="checkbox"/> cfs <input type="checkbox"/> gpm <input checked="" type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af

Please indicate the number of primary and supplemental acres to be irrigated.
 Primary: 25.50 Acres Supplemental: 0 Acres
 If supplemental acres are listed, provide the Permit or Certificate number of the underlying primary water right(s):

 Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 76.50

- If the use is **municipal or quasi-municipal**, attach **Form M**
- If the use is **domestic**, indicate the number of households: _____
- If the use is **mining**, describe what is being mined and the method(s) of extraction: _____

SECTION 6: WATER MANAGEMENT

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A. Diversion and Conveyance

What equipment will you use to pump water from your source?

- Pump (give horsepower and type): _____
- Other means (describe): Gravity Flow

Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water.

Water will be turned into the "A" Line Canal at Cold Springs Reservoir and a portion of the water will be diverted approximately 3.96 miles downstream to the "R" Line. Once released into the "R" Line, the water will travel approximately 2.00 miles to the points of delivery. A portion of the water released into the "A" Line will also be diverted approximately 1.27 mile past the "R" Line downstream to the Strome Bypass. Once released into the Bypass, the water will travel and enter the Maxwell Canal and travel approximately 0.57 miles to the "M" Line. Once released into the "M" line, the water will travel approximately 0.46 miles to one point of delivery, and 1.86 miles past that to the MA line and then 0.20 miles down the MA Line to a point of delivery, then 2.63 miles down the M Line to the "ME" Split, 1.06 miles to the "OT" split, then travel 2.22 miles to the end of the "T" Line and the last point of delivery. A portion of the water released into the "A" Line will also be diverted 1.30 miles past the Strome Bypass to a point of delivery located on the "A" Line. A portion of the water released into the "A" Line will also be diverted approximately 4.0 miles past this delivery to the end of the "A" Line canal and then comingle with the Maxwell Canal. The water will travel approximately 4.5 miles to the point of delivery. A portion of the water diverted in the

Maxwell Canal will be diverted approximately .093 miles into the Minnehaha Pressurized Pipeline. A portion of the water released will continue to travel in the Maxwell Canal approximately 4.20 miles to the 10th Street Line. Water will then travel 0.20 miles to the point of delivery.

B. Application Method

What equipment and method of application will be used? (e.g., drip, wheel line, high-pressure sprinkler)
Sprinkler

C. Conservation

Please describe why the amount of water requested is needed and measures you propose to: prevent waste; measure the amount of water diverted; prevent damage to public uses of affected surface waters.

This is the amount of water necessary to produce agriculture crops in this area, water use will be monitored by the ditch riders.

SECTION 7: RESOURCE PROTECTION

In granting permission to use water from a stream or lake, the state encourages, and in some instances requires, careful control of activities that may affect the waterway or streamside area. See instruction guide for a list of possible permit requirements from other agencies. Please indicate any of the practices you plan to undertake to protect water resources:

- Diversion will be screened per ODFW specifications in ORS 498.301 through 498.346 to prevent uptake of fish and other aquatic life.
Describe planned actions: Water is screened before entering reservoir.

- Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.
Note: If disturbed area is more than one acre, applicant should contact the Department of Environmental Quality to determine if a 1200C permit is required.
Describe planned actions and additional permits required for project implementation: Delivery is through a short section of lined canal, then into a pipeline.

- Operating equipment in a water body will be managed and timed to prevent damage to aquatic life. Describe planned actions and additional permits required for project implementation: Bank work is performed in the off season when no aquatic life is present.

- Water quality will be protected by preventing erosion and run-off of waste or chemical products.
Describe planned actions: Water is contained in a pipeline from the time it leaves the main canal. The main canal is lined for erosion control and is located in an area that does not have chemical products applied in location that could enter the canal.

- List other federal and state permits or contracts to be obtained, if a water right permit is granted.

SECTION 8: PROJECT SCHEDULE

- a) Date construction will begin: System is already in place
- b) Date construction will be completed: _____

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c) Date beneficial water use will begin: Start of irrigation season 2022

SECTION 9: WITHIN A DISTRICT

Check here if the point of diversion or place of use are located within or are served by an irrigation or other water district.

Irrigation District Name Hermiston Irrigation District	Address 366 E Hurlburt Ave	
City Hermiston	State OR	Zip 97838

SECTION 10: REMARKS

Use this space to clarify any information you have provided in the application. (*Attach additional sheets if necessary*).

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Minimum Requirements Checklist

Minimum Requirements (OAR 690-310-0040, OAR 690-310-0050 & ORS 537.140)

Include this checklist with the application

Check that each of the following items is included. The application will be returned if all required items are not included. If you have questions, please call the Water Rights Customer Service Group at (503) 986-0900.

Please submit the original application and signatures to the Water Resources Department. Applicants are encouraged to keep a copy of the completed application.

- SECTION 1: Applicant Information and Signature
- SECTION 2: Property Ownership
- SECTION 3: Source of Water
- SECTION 4: Sensitive, Threatened or Endangered Fish Species Public Interest Information
- SECTION 5: Water Use
- SECTION 6: Water Management
- SECTION 7: Resource Protection
- SECTION 8: Project Schedule
- SECTION 9: Within a District
- SECTION 10: Remarks

Include the following additional items:

- Land Use Information Form with approval and signature of local planning department (*must be an original*) or signed receipt.
- 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.
- Fees - Amount enclosed: \$ 2000.60
See the Department's Fee Schedule at www.oregon.gov/owrd or call (503) 986-0900.
- Map that includes the following items:
 - Permanent quality and drawn in ink
 - Even map scale not less than 4" = 1 mile (example: 1" = 400 ft, 1" = 1320 ft, etc.)
 - North Directional Symbol
 - Township, Range, Section, Quarter/Quarter, Tax Lots
 - Reference corner on map
 - Location of each diversion, by reference to a recognized public land survey corner (distances north/south and east/west)
 - Indicate the area of use by Quarter/Quarter and tax lot identified clearly.
 - Number of acres per Quarter/Quarter and hatching to indicate area of use if for primary irrigation, supplemental irrigation, or nursery
 - Location of main canals, ditches, pipelines or flumes (if well is outside of the area of use)

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Surface Water — Page 8

Rev. 06-18

For Department Use: App. Number: _____

Land Use Information Form



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

NOTE TO APPLICANTS

In order for your application to be processed by the Water Resources Department (WRD), this Land Use Information Form must be completed by a local government planning official in the jurisdiction(s) where your water right will be used and developed. The planning official may choose to complete the form while you wait, or return the receipt stub to you. Applications received by WRD without the Land Use Form or the receipt stub will be returned to you. Please be aware that your application will not be approved without land use approval.

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 groundwater registration modification, and all of the following apply:
 - a) The existing and proposed water use is located entirely within lands zoned for exclusive farm-use or within an irrigation district;
 - b) The application involves a change in place of use only;
 - c) The change does not involve the placement or modification of structures, including but not limited to water diversion, impoundment, distribution facilities, water wells and well houses; and
 - d) The application involves irrigation water uses only.

NOTE TO LOCAL GOVERNMENTS

The person presenting the attached Land Use Information Form is applying for or modifying a water right. The Water Resources Department (WRD) requires its applicants to obtain land use information to be sure the water rights do not result in land uses that are incompatible with your comprehensive plan. Please complete the form or detach the receipt stub and return it to the applicant for inclusion in their water right application. You will receive notice once the applicant formally submits his or her request to the WRD. The notice will give more information about WRD's water rights process and provide additional comment opportunities. You will have 30 days from the date of the notice to complete the land use form and return it to the WRD. If no land use information is received from you within that 30-day period, the WRD may presume the land use associated with the proposed water right is compatible with your comprehensive plan. Your attention to this request for information is greatly appreciated by the Water Resources Department. If you have any questions concerning this form, please contact the WRD's Customer Service Group at 503-986-0801.

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Land Use Information Form



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

Applicant

NAME U.S. BUREAU OF RECLAMATION/VIA HERMISTON IRRIGATION DISTRICT			PHONE (HM)	
PHONE (WK) 541-567-3024		CELL		FAX 541-564-1069
ADDRESS 366 E HURLBURT AVE				
CITY HERMISTON		STATE OR	ZIP 97838	E-MAIL* OFFICE@HERMISTONID.ORG

A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), and/or used or developed. 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.

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
4N	28E	14	SWSE	400	F-1	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	IR
5N	28E	36	NWSW	503	RR-2	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	IR
4N	28E	12	SWSW	302/319	FU-10	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	IR
5N	29E	30	SENE	700/600	RR-4	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	IR
4N	28E	01	SESE	2708	FU-10	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	IR
4N	28	01	SESE	2707	FU-10	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	IR
4N	28E	01	SESE	2706	FU-10	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	IR
4N	28E	01	SESE	2704	FU-10	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	IR
4N	28E	01	SESE	2702	FU-10	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	IR
4N	28E	20	NESE	200	RR-4	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	IR
5N	29E	31	NESE	302	RR-4	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	IR

List all counties and cities where water is proposed to be diverted, conveyed, and/or used or developed:

Hermiston, Or
Umatilla County

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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 Permit Amendment or Groundwater Registration Modification
- Limited Water Use License Allocation of Conserved Water Exchange of Water

Source of water: Reservoir/Pond Groundwater Surface Water (name) _____

Estimated quantity of water needed: 76.50 cubic feet per second gallons per minute acre-feet

Intended use of water: Irrigation Commercial Industrial Domestic for _____ household(s)

Municipal Quasi-Municipal Instream Other _____

Briefly describe:

Water to be used for agricultural production



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

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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 the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): *UCDC Section 15.33(d)(A) for FU-10; UCDC Section 15.7.131(A) for RR-2; UCDC 16.2.15(d)(A) for RR-4; and 1972 Uninc. Zoning Code 012 - Zone; F1 zone.*
- Land uses to be served by the 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:	
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> 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.

Farm Uses permitted outright in F-1 zone - All other are limited and do not allow all farm uses as allowed in the Co. Eff. zone.

NAME: CAROL JOHNSON	TITLE: Planner
SIGNATURE: <i>Carol Johnson</i>	PHONE: 541-278-4252
GOVERNMENT ENTITY: _____	DATE: 04/20/2021

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

Applicant name: _____

City or County: _____ Staff contact: _____

Signature: _____ Phone: _____ Date: _____

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Hermiston Cemetery District
PO Box 265
Hermiston, OR 97838

Andres Garay Rodriguez
31337 Quail Lane
Hermiston, OR 97838

Sergey & Olga Babak
1010 E Tamarack Ave
Hermiston, OR 97838

Freddy & Yaqueline Ibarra
80715 N Ott Rd
Hermiston, OR 97838

Matt Bartoschek
32533 W Spearman Rd
Hermiston, OR 97838

Tomas & Adelaina Alatorre
29575 Minnehaha Rd
Hermiston, OR 97838

Jose Angel De La Cruz
1399 NE Linder Lane
Hermiston, OR 97838

Jose Alatorre & Angelina Jaime
PO Box 154
Miranda, CA 95553

Armando Ibarra
73 Hemlock Ct
Umatilla, OR 97882

Mariluz Avila & Jorge Mendoza
1399 N Ott Rd
Hermiston, OR 97838

Oliva Solorio
1420 NE Linder Lane
Hermiston, OR 97838

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Oregon

Kate Brown, Governor

Department of Fish and Wildlife
John Day Fish Screening and Passage
357 Patterson Bridge Rd.
P.O. Box 515
John Day, OR 97845
Voice: 541-575-0561
FAX (541) 575-0868
www.dfw.state.or.us/

April 22nd, 2019

Annette Kirkpatrick
Hermiston Irrigation District
366 E Hurlburt Ave.
Hermiston, Oregon 97838



Annette,

I have discussed the screening and passage requirement on water permit #S-54846 with Bill Duke, ODFW Umatilla District Fish Biologist. As the Umatilla River diversion that feeds Cold Springs Reservoir, located at 45.720708, -119.176723, has a criteria fish screen with adequate fish passage, and the pump screens located on the Columbia River at 45.923123, -119.122051 meet criteria, the screen and passage requirement for permit #S-54846 has been met. In addition, as long as the US Bureau of Reclamation continues to maintain these structures, the maintenance plan requirement will also be met. It will be the responsibility of the irrigation district if this changes.

This letter also confirms the screen and passage requirement for the future water right under water right application #S-88665.

Feel free to contact me at 541-575-0561 or Mike.J.Jensen@state.or.us.

Sincerely,

Michael Jensen
Fish & Wildlife Manager 2

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عنا

4N2814D
400 117241

T1804224

SEND TAX STATEMENTS TO:
Hermiston Cemetery District
P.O. Box 265
Hermiston, OR 97838

AFTER RECORDING RETURN TO:
Pioneer Title Company
126 SE Court Avenue
Pendleton, OR 97801

Umatilla County
Received:9/17/2015



DEED OF PERSONAL REPRESENTATIVE

LYNN MARIUS DUUS, the duly appointed, qualified, and acting Personal Representative of the Estate of Joseph Edward Burns aka Joseph E. Burns aka Joseph Burns, Deceased, Grantor, conveys to HERMISTON CEMETERY DISTRICT, Grantee, all that real property situated in Umatilla County, Oregon, described as follows:

The real property described on Exhibit "A" which is attached hereto and by this reference incorporated herein.

The true and actual consideration for this conveyance is \$80,000.00.

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

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PAGE 1 - DEED OF PERSONAL REPRESENTATIVE

State of Oregon
County of Umatilla

Instrument received
and recorded on
9/17/2015 1:27:53 PM

in the record of instrument
code type DE

Instrument number 2015-6340470
Fee \$64.00



Office of County Records

Steve Churchill

Records Officer
1035808 P3

PIONEER TITLE CO. 44361
126 SE COURT, PEND. OR 97801

24

Dated this 16 day of September, 2015.

Lynn Marius Duss
Lynn Marius Duss, Personal Representative
of the Estate of Joseph Edward Burns, Deceased

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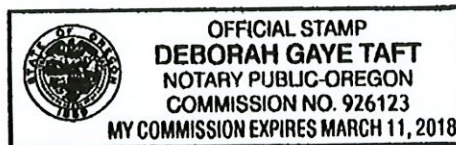
OWRD

State of OREGON
County of Umatilla

This record was acknowledged before me on Sept. 16, 2015 by Lynn Marius Duss as Personal Representative of the Estate of Joseph Edward Burns, Deceased.

D. Taft

Notary Public - State of Oregon



PREPARED BY:

David Wm. Hadley, OSB No. 81252
Attorney At Law
130 SE 3rd Street
Hermiston, OR 97838
Telephone: 541-567-0292

burnsburnsprdeed379

A triangular parcel of land situated in the Southwest Quarter of Southeast Quarter of Section 14, Township 4 North, Range 28, East of the Willamette Meridian, Umatilla County, Oregon, bounded and described as follows:

Beginning at the Northwest corner of said Southwest Quarter of the Southeast Quarter of Section 14; thence East along the North line of said Southwest Quarter of the Southeast Quarter a distance of 925.0 feet; thence Southwesterly along a straight line a distance of 1150 feet, more or less, to a point in the North-South centerline of said Section 14, that is 50.0 feet distant Northwesterly, measured radially from the center line of the main tract of the Oregon-Washington Railroad & Navigation Company, as now constructed and operated; thence North along said North-South center line of said Section 14 to the Point of Beginning;

All being East of the Willamette Meridian, Umatilla County, Oregon.

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EXHIBIT A

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3/14

(RECORDING COVER SHEET)

This cover sheet has been prepared by the person presenting the attached instrument for recording. Any errors in this cover sheet do not affect the transaction(s) contained in the instrument itself.

State of Oregon
County of Umatilla



Instrument received
and recorded on
10/3/2016 3:09:53 PM

in the record of instrument
code type DE-C

Instrument number 2016-6490582
Fee \$114.00

After recording return to:
Pioneer Escrow
132 SE Court Ave
Pendleton, OR 97801

Mail all Tax Statements to:
Andres Garay Rodriguez
31337 Quail Lane
Hermiston, OR 97838

Umatilla County
Received:10/3/2016



5N2836C
503 130031
T 1938891
MS

Office of County Records
Steve Churchill
Records Officer
1053555 P13

Contract of Sale

Seller: Kenneth Baxter, Dennis Allen Baxter & Christopher Ray Baxter
1203 Avenida Gandara
Rio Rico, AZ 85648-3509

T 1940650 REMOVED FROM
SALES AND N/C BACK TO
OWNERS

Buyer: Andres Garay Rodriguez
31337 Quail Lane
Hermiston, OR 97838

T 1940657 REWORKED
CONTRACT

The true and actual consideration paid for in this transfer, stated in terms of dollars is \$110,000.00.

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..... Pioneer Title Company, 126 S.E. Court Avenue, Pendleton, OR 97801
541-276-4431

PIONEER TITLE CO. 95731
126 SE COURT, PEND. OR 97801

114

3



CONTRACT OF SALE

This Contract is intended to be a legal and binding agreement. If it is not understood, seek competent legal advice before signing.

1 BETWEEN: Kenneth Baxter ("Seller")
2 DENNIS ALLEN BAXTER
3 CHRISTOPHER RAY BAXTER
4 AND: Andres Garay Rodriguez ("Buyer")
5
6

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7 Seller owns that certain property generally described as 31337 Quail Ln, Hermiston, OR 97838-6790
8 and legally described as set forth on Exhibit A, attached
9 hereto ("the Property"). Seller agrees to sell the Property to Buyer, and Buyer agrees to buy the Property from Seller
10 for the price and subject to the terms and conditions set forth below:

11 Section 1. Purchase Price and Terms. Buyer promises to pay Seller as the total purchase price for the
12 Property the sum of \$ 110,000 ("Purchase Price"), payable as follows:

13 1.1 Down Payment. On the Closing Date, as defined in the Real Estate Sale Agreement
14 between the parties ("Sale Agreement"), Buyer shall pay \$ 40,500.00 (including earnest money deposit)
15 as Down Payment.

16 1.2 Remaining Balance: Amortization. The Remaining Balance of \$ 69,500.00
17 (Purchase Price minus Down Payment) shall be paid in monthly installments of principal and interest, based on a
18 (Select one): [] 30-year amortization; [] 25-year amortization; [] 20-year amortization; [X] Other [specify]
19 10 years amortization

20 1.3 Interest Rate: Installments: Scheduled Payment Dates. Interest on the Remaining
21 Balance shall accrue at the rate of 5.5 % per annum from the Closing Date identified in the Sale
22 Agreement between the parties and shall be paid in monthly installments of not less than \$ 754.26
23 principal including interest ("Installment" or "Installments"), with the first Installment due by the first day of
24 November 1st 2016, and subsequent Installments due by the first day of each month thereafter until
25 paid in full. All Installments shall be applied first toward interest to the date of payment, and the remainder to
26 principal.

27 1.4 Late Charge. (Check here if applicable. If box is left blank, no charge will be assessed
28 on any late Installments.): [X] A late charge of 5.00% of the unpaid Installment will be automatically assessed for
29 any Installment not received by Seller, or Seller's designee, by the 15th day of the month; said late charge shall be
30 promptly paid to Seller, or Seller's designee, with no further notice from Seller, or Seller's designee, but in no event
31 later than the first day of the following month. Acceptance of payment of a late charge shall not constitute a waiver of
32 any past, present or future Events of Default as described in Section 10, below.

33 1.5 Maturity Date. All unpaid principal, accrued unpaid interest, and all other sums due under
34 this Contract shall be paid in full on or before November 1st 2026

Buyer Initials AGR Date 09-22-16

Seller Initials [Signature] Date 9/2/2016

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[Signature]
9-6-16



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Sale Agreement # 6070-16

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35 1.6 **Prepayment.** Buyer may prepay some or all of the Remaining Balance at any time without
36 penalty. However, any such prepayments shall not excuse Buyer from making the regular monthly Installments or
37 other sums due under this Contract until the Remaining Balance has been paid in full.

38 1.7 **Place of Payments.** All Installments and other sums specified herein shall be paid to

39 (select one):
40 Seller at:
41 Collection Escrow (identify): Pioneer TITLE PO Box at 1538
42 Pendleton OR 97801. Seller and Buyer covenant to timely execute
43 all instructions necessary or convenient for the Collection Escrow to perform its services. In the event that the terms
44 of payment, application of principal, interest, late fees, or other provisions relating to any payments made pursuant to
45 this Contract of Sale materially differ from the instructions signed by the parties with the Collection Escrow, the latter
46 shall prevail over this Contract of Sale.
47 Other (identify): _____ at _____

48
49 Payments are deemed received when received at the above address/account, or such other address/account as
50 provided by one party to the other.

51 **Section 2. Taxes and HOA/UA Assessments.**

52 2.1 **Property Taxes and Assessments.** All real property taxes and assessments levied against
53 the Property for the current tax year shall be prorated between Seller and Buyer as of the Closing Date identified in
54 the Sale Agreement. Buyer shall pay when due all taxes and assessments that are levied against the Property after
55 the Closing Date. Buyer may elect to pay assessments in accordance with any available installment method.
56 Property tax payments shall be made no less frequently than one-third each on November 15, February 15 and May
57 15 (or the following business day) of each fiscal tax year. Buyer shall provide Seller with written evidence that all
58 taxes and assessments have been paid within ten (10) days after each required payment is made. If applicable, until
59 the current fiscal year's property taxes are known, Buyer's tax payments shall be calculated upon the prior fiscal
60 year's taxes, with the parties reconciling and paying/reimbursing any shortfall or overage prior to November 1 of the
61 then-current fiscal year.

62 2.2 **Right to Contest.** If Buyer objects in good faith to the validity or amount of any tax or
63 assessment, Buyer, at Buyer's sole expense, may contest the validity or amount thereof, provided that Seller's
64 security interest in the Property is not jeopardized.

65 2.3 **Tax Statements.** Whichever party receives the annual property tax statement as provided
66 in the recorded Memorandum of Contract, a copy shall be promptly provided to the other party, but in no event later
67 than November 1, of each fiscal tax year.

68 2.4 **Prohibition Against Encumbering Property.** Excepting only unpaid property taxes or
69 assessments not yet due, Buyer shall not allow the Property to be encumbered by any liens during the term of this
70 Contract. In the event that a contractor's lien is filed against the Property, if Buyer executes a bond or deposits cash
71 pursuant to ORS 86.076, Buyer shall have the right to contest the same without it constituting an Event of Default as
72 more fully described in Section 10, below.

73 2.5 **Association Dues/Assessments.** If applicable, Buyer shall pay when due all dues,
74 assessments, and other charges levied by the Homeowners' or Unit Owners' Association and provide Seller with
75 written evidence of such payment within ten (10) days after each required payment.

Buyer Initials A.G.R. Date 09-22-14

Seller Initials [Signature] Date 9/2/2016

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Sale Agreement # 6070-16

OWNED

76 **Section 3. Possession.** Buyer shall be entitled to possession of the Property from and after the Closing Date
77 and Possession as identified in the Sale Agreement.

78 **Section 4. Maintenance; Use; Alterations.**

79 **4.1 Maintenance.** Buyer shall keep all buildings, other improvements, and landscape now
80 existing, or that shall be placed on the Property, in good condition and repair as of the date Buyer is entitled to
81 possession and shall not permit any waste, damage, or removal of improvements, nor make any substantial
82 improvements or alterations to the Property that would reduce the value of Seller's security interest therein.

83 **4.2 Prohibited Activities.** Buyer shall not use or permit the use of all or any of the Property for
84 conduct or activity that constitutes a violation of any state, federal or local laws or ordinances. Buyer's use of the
85 Property for any purpose that is legal under Oregon law but prohibited under federal law shall not constitute a
86 violation of this Contract of Sale, unless there is clear and convincing evidence that such use, or intended use, would
87 reduce the value of Seller's security interest in the Property.

88 **4.3 Hazardous Substances.** Buyer shall comply fully with all laws pertaining to the protection
89 of human health and the environment, and shall not store, handle or dispose of any hazardous substances at the
90 Property. Buyer shall indemnify, defend and hold harmless Seller from and against all claims, causes of action,
91 losses, damages, costs, response costs, liabilities, and other expenses, caused by, arising out of, or in connection
92 with the generation, release, handling, storage, discharge, transportation, deposit or disposal in, on, under or about
93 the Property by Buyer or any agents, representatives or contractors of Buyer of the following: Hazardous materials,
94 hazardous substances, ultrahazardous materials, toxic wastes, toxic substances, pollutants, radioactive materials,
95 petroleum products, underground tanks, oils, pollution, asbestos, PCBs, materials, or contaminants, as those terms
96 are commonly used or as defined by any present or future federal, state, and/or local law or regulation related to
97 protection of health or the environment.

98 **Section 5. Insurance.**

99 **5.1 Property Damage/Flood Insurance.** Buyer shall procure and maintain a policy of fire and
100 casualty insurance with standard extended coverage endorsements on a replacement cost basis covering all
101 improvements on the Property in an amount not less than the full replacement value of the residence and any
102 structures located upon the Property. Additionally, if the Property is located in a designated flood plain, Buyer shall
103 secure a policy of flood insurance reasonably satisfactory to Seller. The policies shall be primary with respect to all
104 covered risks, shall identify Seller as a named insured and shall be written in such form with such terms and by such
105 insurance companies reasonably acceptable to Seller. Buyer shall deliver to Seller a certificate of coverage from the
106 insurers containing a stipulation that coverage will not be cancelled or diminished without a minimum of 30-day
107 written notice to Seller. In the event of any insured loss that would be covered by insurance, Buyer shall give
108 immediate notice to Seller. Seller may make proof of loss if Buyer fails to do so within 15 days of the casualty event.

109 **5.2 Application of Proceeds.** All proceeds of any insurance on the Property shall be paid to
110 and held by Seller. If Buyer elects to restore the Property, Buyer shall, through an Oregon licensed and bonded
111 contractor, repair or replace the damaged or destroyed improvements in a workmanlike manner that is reasonably
112 satisfactory to Seller. Seller shall timely release such funds to any contractor to whom payment is due upon
113 satisfactory proof of completion of their labor and materials and the appropriate lien release. If there are any
114 insurance funds remaining after completion of all necessary restoration consistent with this Section 5.2, the balance
115 shall be applied to principal reduction of this Contract. If Buyer elects not to restore the Property, at the election of
116 Seller, Seller shall retain a sufficient amount of the proceeds to pay all amounts owed Seller under this Contract, and
117 shall pay the balance, if any, to Buyer.

Buyer Initials A.G.R. / 0 Date 09-22-16

Seller Initials [Signature] Date 9/2/2016

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118 Section 6. **Indemnification.**

119 6.1 **By Buyer.** Buyer shall indemnify and hold Seller harmless and, at Seller's election, defend
120 Seller from and against any and all claims, losses, damages, fines, charges, actions, or other liabilities of any
121 description arising out of or in any way connected with Buyer's possession or use of the Property after the Closing
122 Date.

123 6.2 **By Seller.** Seller shall indemnify and hold Buyer harmless and, at Buyer's election, defend
124 Buyer from and against any and all claims, losses, damages, fines, charges, actions, or other liabilities of any
125 description arising out of or in any way connected with Seller's possession or use of the Property on or before the
126 Closing Date.

127 Section 7. **Representations, Warranties, and Covenants of Seller.**

128 7.1 **Covenants of Title.** Seller warrants that Seller is the owner of insurable title to the
129 Property, and that the same is free of all liens and encumbrances excepting only those Exceptions Nos.
130 _____, contained in the latest Preliminary Title Report issued by _____,
131 dated _____, Order No. _____ ("Report").

132 7.2 **Authority.** Seller and Buyer mutually represent to the other that they have obtained all
133 requisite authorizations for the execution and delivery of this Contract.

134 7.3 **Nonforeign Status.** Seller is not a "foreign person" as defined in 26 U.S. Code § 1445
135 (Withholding of tax on dispositions of United States real property interests).

136 7.4 **No Warranties: As Is.** Subject only to those representations made by Seller in the Seller
137 Property Disclosure Statement, if applicable, the Sale Agreement with Buyer, and those warranties of title contained
138 in the Deed, as defined in Section 9, below, Seller makes no other representations or warranties, express or implied,
139 as to the Property, its condition or state of repair, it being understood by all parties that the Property is transferred to
140 Buyer in its AS-IS condition as of the Closing Date.

141 7.5 **Survival of Representations.** Those representations in the Seller's Property Disclosure
142 Statement, if applicable, and Sale Agreement between Seller and Buyer shall survive Closing and become a part of
143 this Contract.

144 Section 8. **Title Insurance.** Upon Closing, Seller, at Seller's cost, shall furnish Buyer with a purchaser's policy of
145 title insurance in the amount of the Purchase Price consistent with those exceptions disclosed in the Report identified
146 in Section 7.1, above.

147 Section 9. **Deed: Deed Held in Escrow.** Upon payment of the total Purchase Price for the Property and
148 performance by Buyer of all other terms, conditions, and provisions of this Contract, Buyer shall be entitled to receive
149 from Seller a good and sufficient statutory warranty deed (the "Deed") conveying marketable title to the Property, free
150 and clear of all liens and encumbrances, excepting only those special exceptions identified in Section 7.1 above.
151 Buyer and Seller agree that at or before Closing, the Deed shall be executed in recordable form by Seller and
152 delivered to the following neutral third party to be held with suitable instructions for delivery to Buyer, or Buyer's
153 lawful heirs, successors or assigns, in accordance with this Section 9 (name and address): Pioneer
154 TITLE PO Box Box 1538 Pendleton OR 97801

155 The cost for holding said Deed shall be paid by (select one): Seller; Buyer; Seller and Buyer equally. (If
156 left blank, Seller and Buyer shall equally pay the cost.)

157 Section 10. **Events of Default.** Time is of the essence of this Contract. A default shall occur under any of the
158 following circumstances:

Buyer Initials A.C.R. Date 09-22-16

Seller Initials [Signature] Date 9/2/2016

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159 **10.1 Ten-Day Grace Period.** If Buyer fails to pay any Installment or other payment due under this
160 Contract following ten (10) days' written demand from Seller issued after its due date.

161 **10.2 Thirty-Day Grace Period.** If Buyer fails to perform any other obligation contained in this
162 Contract within thirty (30) days after written notice from Seller specifying the nature of the default and what is
163 necessary to cure. If the cure cannot reasonably be completed by Buyer within such 30-day period through the
164 exercise of reasonable diligence, the failure by Buyer to commence the required cure within such 30-day period and
165 thereafter to continue the cure with diligence and to complete the cure within ninety (90) days following said written
166 notice from Seller shall constitute a default.

167 **10.3 Bankruptcy; Insolvency.** The commencement by Buyer of a voluntary case under the
168 federal bankruptcy laws or under other federal or state law relating to insolvency or debtor's relief; the entry of a
169 decree or order for relief against Buyer in an involuntary case under the federal bankruptcy laws or under any other
170 applicable federal or state law relating to insolvency or debtor's relief; the appointment of, or the consent by Buyer, to
171 the appointment of receiver, trustee, or custodian of Buyer or of any of Buyer's property; an assignment for the
172 benefit of creditors by Buyer or Buyer's failure generally to pay debts as such debts become due.

173 **10.4 Prohibited Transfer.** Breach of Section 13, below, shall constitute an immediate event of
174 default hereunder, and Seller may pursue all available remedies under Section 11, below, without first issuing a
175 30-day notice to Buyer under Section 10.2 above.

176 **Section 11. Remedies of Default.** In the event of a default, Seller may take any one or more of the following
177 steps:

178 **11.1 Acceleration.** Seller may declare the remainder of the Unpaid Balance, plus interest, and
179 all other accrued but unpaid charges and expenses, immediately due and payable.

180 **11.2 Foreclosure.** Seller may foreclose this Contract by suit in equity.

181 **11.3 Statutory Forfeiture.** After complying with the notice requirements and affording Buyer the
182 right to cure the default contained in ORS 93.905-93.940 as the same may be amended or superseded from time to
183 time, Seller may declare this Contract forfeited and retain the amount of the payments previously made under this
184 Contract. Upon recordation of the affidavit required by Oregon law, this Contract shall be extinguished and canceled,
185 and Buyer shall have no further right, title, or interest in and to the Property or to any return or compensation for any
186 Installments or other sums previously made under this Contract, just the same as though this Contract and such
187 payments had never been made. In such event, Buyer agrees to surrender the Property to Seller. If Buyer fails to do
188 so, Seller may elect to treat Buyer as a tenant holding over unlawfully after the expiration of a lease, and Buyer may
189 be removed as such, without limiting Seller's right to pursue other rights and remedies contained in this Contract or
190 as permitted by law.

191 **11.4 Other Remedies.** Notwithstanding the preceding, Seller may exercise any and all other
192 remedies available under Oregon law.

193 **Section 12. Waiver.** Failure of either party at any time to require performance of any provision of this Contract
194 shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute
195 a waiver of any succeeding breach of that provision or a waiver of this provision itself.

Buyer Initials A.L.R. Date 09-22-11

Seller Initials [Signature] Date 9/2/2016

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196 Section 13. **Successor Interests.** This Contract shall be binding upon and inure to the benefit of the parties,
197 their permitted successors, and assigns. No interest of Buyer in this Contract or the Property shall be assigned,
198 subcontracted, or otherwise transferred (whether for security purposes or otherwise), voluntarily or involuntarily,
199 without the prior written consent of Seller, which may be given or withheld at Seller's sole discretion. Consent by
200 Seller to one transfer shall not constitute consent to subsequent transfers or a waiver of this Section 13. Any
201 attempted assignment or transfer of this Contract or the Property in violation of this Section 13 shall be void and of
202 no effect with respect to Seller and shall constitute an immediate default under this Contract.

203 Section 14. **Prior Agreements.** Except as otherwise provided herein, this Contract is the entire, final, and
204 complete agreement of the parties pertaining to the sale and purchase of the Property and supersedes and replaces
205 all prior or existing written and oral agreements between the parties relating to the Property.

206 Section 15. **Notice.** Any notice under this Contract shall be in writing and transmitted to the other party at the
207 address stated in this Contract or such other address as either party may designate by written notice to the other.

208 Section 16. **Applicable Law.** This Contract has been entered into in the state of Oregon, and the parties agree
209 that the laws of Oregon shall be applied in construing and enforcing it.

210 Section 17. **Costs and Attorney Fees.** If any litigation or arbitration is brought to enforce or interpret any of the
211 terms of this Contract, or if suit or action is instituted in a Bankruptcy Court for a United States District Court to seek
212 relief from an automatic stay, to obtain adequate protection, or to otherwise assert the interest of Seller in a
213 bankruptcy proceeding, the party not prevailing shall pay the prevailing party's attorney fees, costs and
214 disbursements upon hearing, trial, and any appeal therefrom.

215 Section 18. **Survival of Covenants.** Any covenants, the full performance of which are not required before
216 Closing or final payment of the Principal Balance and delivery of the deed, shall survive and shall be fully enforceable
217 thereafter in accordance with their terms.

218 Section 19. **Acknowledgment.** Seller and Buyer hereby acknowledge that: (a) They were given an opportunity
219 to either use this Contract of Sale form provided by their respective real estate licensees, or have the form prepared
220 by one or more attorneys of their choice; (b) That by providing this form, neither the licensees nor the forms provider,
221 Oregon Real Estate Forms, LLC, are engaging in the practice of law; (c) They have elected to use this form and have
222 had a reasonable opportunity to have it reviewed by attorneys of their choice; (d) Their respective real estate
223 licensees have not rendered any advice or recommendations regarding the specific financial or credit terms of this
224 transaction; (e) They are satisfied with, and understand, the terms contained in this form; and (f) This Contract of Sale
225 shall not be construed more strictly against any one party. ***This Contract is intended to be a legal and binding***
226 ***agreement. If it is not understood, seek competent legal advice before signing.***

227 Section 20. **Buyer Warranty and Representation.** Buyer warrants and represents to Seller that this transaction
228 is (select one): For business purposes only; For personal, consumer, residential or household purposes. (If
229 left blank the purpose shall be deemed to be for business purposes only.) The preceding warranty and
230 representation shall constitute a conclusive presumption for purposes of interpretation and enforcement of this
231 Contract.

232 Section 21. **Severability.** If any provision of this Contract is found by a court of competent jurisdiction to be
233 invalid or unenforceable as written, then the parties agree that the remaining portion shall not affect the validity and
234 enforceability of the balance of this Contract.

Buyer Initials A.G.R. Date 09-22-16

Seller Initials [Signature] Date 9/2/2016

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235 Section 22. ORS 93.040(1) Disclaimer. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE
236 PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER
237 ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS
238 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8,
239 OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS
240 INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR
241 ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK
242 WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND
243 BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR
244 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON
245 LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE
246 ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND
247 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17,
248 CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

249 IN WITNESS WHEREOF, the parties have caused this Contract to be executed below, and it shall become effective
250 as of the date and time of the last party to sign. At Closing, a memorandum of this Contract will be recorded in the
251 public records of the county in which the Property is located.

252
253 Seller: 
254 _____
255 Print Name: Kenneth Baxter
256 Date/Time: 9/2/2016 1800

Buyer: 

Print Name: Andres Garay Rodriguez
Date/Time: 09-22-16

257 Seller: _____
258 _____
259 Print Name: _____
260 Date/Time: _____

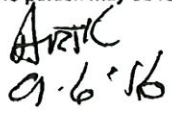
Buyer: _____

Print Name: _____
Date/Time: _____

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MAY 06 2021
OWRD

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LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE
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AKC
9.6.16

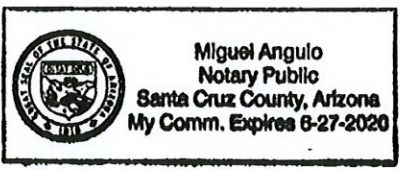
PAGE - CONTRACT OF SALE
SIGNATURE/NOTARY ACKNOWLEDGMENT

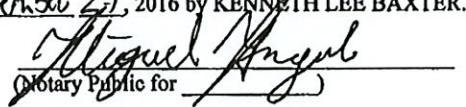
SELLERS:


KENNETH LEE BAXTER

State of Arizona
County of Santa Cruz

This instrument was acknowledged before me on September 27, 2016 by KENNETH LEE BAXTER.




(Notary Public for _____)
My commission expires 6-27-2020

DENNIS ALLEN BAXTER

State of _____
County of _____

This instrument was acknowledged before me on _____, 2016 by DENNIS ALLEN BAXTER.

(Notary Public for _____)
My commission expires _____

CHRISTOPHER RAY BAXTER

State of _____
County of _____

This instrument was acknowledged before me on _____, 2016 by CHRISTOPHER RAY BAXTER.

(Notary Public for _____)
My commission expires _____

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MAY 06 2021
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PAGE - CONTRACT OF SALE
SIGNATURE/NOTARY ACKNOWLEDGMENT

SELLERS:

KENNETH LEE BAXTER

State of _____
County of _____

This instrument was acknowledged before me on _____, 2016 by KENNETH LEE BAXTER.

(Notary Public for _____)

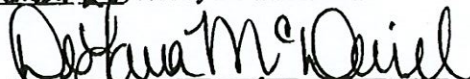
My commission expires _____


DENNIS ALLEN BAXTER

State of Texas
County of BROWN



This instrument was acknowledged before me on September 28, 2016 by DENNIS ALLEN BAXTER.


(Notary Public for State of Texas)

My commission expires 06/13/2020

CHRISTOPHER RAY BAXTER

State of _____
County of _____

This instrument was acknowledged before me on _____, 2016 by CHRISTOPHER RAY BAXTER.

(Notary Public for _____)

My commission expires _____

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MAY 06 2021
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PAGE - CONTRACT OF SALE
SIGNATURE/NOTARY ACKNOWLEDGMENT

SELLERS:

KENNETH LEE BAXTER

State of _____
County of _____

This instrument was acknowledged before me on _____, 2016 by KENNETH LEE BAXTER.

(Notary Public for _____)

My commission expires _____

DENNIS ALLEN BAXTER

State of _____
County of _____

This instrument was acknowledged before me on _____, 2016 by DENNIS ALLEN BAXTER.

(Notary Public for _____)

My commission expires _____

C. R. Baxter
CHRISTOPHER RAY BAXTER

State of Virginia
County of Virginia Beach

This instrument was acknowledged before me on Sept. 29, 2016 by CHRISTOPHER RAY BAXTER.

Nicole Stillwell
(Notary Public for VA Beach)

My commission expires 4-30-20



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MAY 06 2021
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PAGE - CONTRACT OF SALE
SIGNATURE/NOTARY ACKNOWLEDGMENT

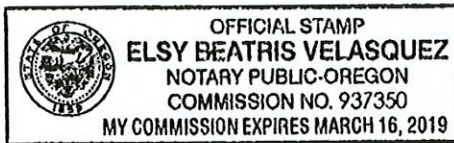
BUYER:

Andres Garay Rodriguez
ANDRES GARAY RODRIGUEZ

State of Oregon
County of Umatilla

This instrument was acknowledged before me on September 22, 2016 by ANDRES GARAY
RODRIGUEZ

Elsy Velasquez
(Notary Public for Oregon)
My commission expires March 16, 2019



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Exhibit "A"

A tract of land located in the Northwest Quarter of the Southwest Quarter of Section 36, Township 5 North, Range 28, East of the Willamette Meridian, Umatilla County, Oregon, being described as commencing at the Southwest corner of said Section 36; thence North $00^{\circ}05'13''$ East along the West line of said Section 36, a distance of 1,715.45 feet; thence South $89^{\circ}54'47''$ East, a distance of 330.20 feet to the True Point of Beginning for this description; thence continuing South $89^{\circ}54'47''$ East, a distance of 329.54 feet; thence North $00^{\circ}05'13''$ East, a distance of 256.86 feet to the centerline of the "R" Line Canal; thence North $82^{\circ}56'06''$ West along the centerline of said Canal, a distance of 332 feet to a point which bears North $00^{\circ}05'13''$ East, a distance of 297.20 feet from the point of beginning; thence South $00^{\circ}05'13''$ West, a distance of 297.20 feet to the point of beginning.

Also an easement for roadway and utility purposes located in the Northwest Quarter of the Southwest Quarter of Section 36, Township 5 North, Range 28, East of the Willamette Meridian, Umatilla County, Oregon, being located 30 feet on each side of a centerline which is described as commencing at the Southwest corner of said Section 36; thence North $00^{\circ}05'13''$ East along the West line of said Section 36, a distance of 1,715.45 feet to the True Point of Beginning for this centerline description; thence South $89^{\circ}54'47''$ East, a distance of 659.74 feet; thence along a 100.00 foot radius curve concave to the Southwest through a central angle of $90^{\circ}00'$ to a point (the long chord of which bears South $44^{\circ}54'47''$ East, a distance of 141.42 feet); thence South $00^{\circ}05'13''$ West, a distance of 50 feet to the point of terminus for this centerline description.

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After recording return to grantee herein.
Until a change is requested send all tax
statements to grantee herein.

GRANTEE'S NAME AND ADDRESS:
OLGA BABAK
P.O. BOX 789
SOAP LAKE, WA 98851

GRANTOR'S NAME AND ADDRESS:
AILEEN MORNINGSTAR
1010 E. TAMARACK AVE
HERMISTON, OR 97838

Umatilla County
Received: 11/13/2018

1089199

4N2812C
319 148175
T 3461229

MS

State of Oregon
County of Umatilla



Instrument received
and recorded on
11/13/2018 11:09:59 AM

in the record of instrument
code type DE

Instrument number 2018-6790183
Fee \$101.00

Office of County Records

Steve Churchill

Records Officer
1089199 P2

WARRANTY DEED -- STATUTORY FORM

(INDIVIDUAL or CORPORATION)

AILEEN MORNINGSTAR and BENFORD L. CAMERON Grantor, conveys and warrants
to: OLGA BABAK and SERGEY BABAK, as tenants by the entirety, Grantee, the
following described real property free of encumbrances except as specifically set forth herein:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

Encumbrances:

The true consideration for this conveyance is \$105,000.00 . However, if the actual
consideration consists of or includes other property or other value given or promised, such other
property or value is the whole/part of the consideration.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE
ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative
findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and
Conservation Fund) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855,
OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW
USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND
REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE
PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT
THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010
(Definitions for ORS 92.010 to 92.192) OR 215.010 (Definitions), TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO
DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930
(Definitions for ORS 30.930 to 30.947), AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF
ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for
restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) AND SECTIONS 5
TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS
2 TO 7, CHAPTER 8, OREGON LAWS 2010.

If grantor is a corporation, this has been signed by authority of the Board of Directors.

Dated this 9 day of November, 2018.

GRANTOR(S):

Aileen Morningstar
AILEEN MORNINGSTAR

Benford L. Cameron
BENFORD L. CAMERON

State of Oregon
County of UMATILLA

This instrument was acknowledged before me on November 9, 2018 by AILEEN
MORNINGSTAR and BENFORD L. CAMERON.

Elsy Beatris Spears
(Notary Public for Oregon)

My commission expires March 16, 2019



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MAY 06 2021

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PIONEER TITLE CO. 485510
126 SE COURT, PEND. OR 97801

EXHIBIT "A"

That tract of land located in Block "L", HERMISTON ORCHARDS ADDITION to the Town, now City of Hermiston, Umatilla County, Oregon and being more particularly described as commencing at the Southwest corner of Section 12, Township 4 North, Range 28, East of the Willamette Meridian; thence North, a distance of 355.62 feet; thence South 89°34' East, a distance of 30 feet to a point which lies on the East line of Tenth Street to the said City of Hermiston; thence North along the East line of said Tenth Street, a distance of 352.61 feet to the Southwest corner of that tract of land conveyed to Donald D. Rosenbaum, etux, by Deed recorded in Book 274, Page 530, Deed Records; thence continuing Northerly along the East line of said Tenth Street and the West line of said Rosenbaum Tract, a distance of 131.30 feet to the Northwest corner of said Rosenbaum Tract and the True Point of Beginning for this description; thence North along the East line of said Tenth Street, a distance of 131.31 feet; thence South 89°38' East, a distance of 129.31 feet; thence South 00°01' West, a distance of 131.31 feet; thence North 89°38' West, a distance of 129.32 feet to a point which lies on the East line of said Tenth Street and the point of beginning;

Excepting therefrom any portion lying within the Street, Avenue and Road rights-of-ways.

1. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
2. The premises herein described are within the boundaries of the Hermiston Irrigation District, and this property is therefore subject to all easements, levies and assessments thereof.
3. Easement, including the terms and provisions thereof,
Grantee : State of Oregon through its Department of Environmental Quality
Recorded : January 10, 1990, Microfilm Reel 188, Page 395, Office of
Umatilla County Records.

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After recording return to grantee herein.
Until a change is requested send all tax
statements to grantee herein.

GRANTEE'S NAME AND ADDRESS:
OLGA BABAK
P.O. BOX 789
SOAP LAKE, WA 98851

4N2812C
302 120889
T 3461228

MS

State of Oregon
County of Umatilla



Instrument received
and recorded on
11/13/2018 11:09:58 AM

in the record of instrument
code type DE

Instrument number 2018-6790182
Fee \$101.00

GRANTOR'S NAME AND ADDRESS:
BENFORD L. CAMERON

Umatilla County
Received:11/13/2018



Office of County Records

Steve Churchill

Records Officer
1089198 P2

SALEM, OR 97305

WARRANTY DEED -- STATUTORY FORM

(INDIVIDUAL or CORPORATION)

BENFORD L. CAMERON and DAVID LOPEZ Grantor, conveys and warrants to: OLGA BABAK and SERGEY BABAK, husband and wife, Grantee, the following described real property free of encumbrances except as specifically set forth herein:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

Encumbrances:

The true consideration for this conveyance is \$35,000.00 . However, if the actual consideration consists of or includes other property or other value given or promised, such other property or value is the whole/part of the consideration.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 (Definitions for ORS 92.010 to 92.192) OR 215.010 (Definitions), TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930 (Definitions for ORS 30.930 to 30.947), AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

If grantor is a corporation, this has been signed by authority of the Board of Directors.

Dated this 8 day of November, 2018.

GRANTOR(S)
[Signature]
BENFORD L. CAMERON

[Signature]
DAVID LOPEZ

State of Oregon
County of marion

This instrument was acknowledged before me on November 8th, 2018 by DAVID LOPEZ.

[Signature]
(Notary Public for Oregon)



My commission expires 01-16-2022

State of OREGON
County of UMATILLA

This instrument was acknowledged before me on November 9, 2018 by BENFORD L. CAMERON.

[Signature]
(Notary Public for Oregon)



My commission expires March 16, 2019

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(2)

PIONEER TITLE CO. 98558
126 SE COURT, PEND. OR. 97801

EXHIBIT "A"

That tract of land located in Block "L", HERMISTON ORCHARDS ADDITION to the Town, now City of Hermiston, Umatilla County, Oregon and being more particularly described as commencing at the Southwest corner of Section 12, Township 4 North, Range 28, East of the Willamette Meridian; thence North, a distance of 355.62 feet; thence South 89°34' East, a distance of 30 feet to a point which lies on the East line of Tenth Street to said City of Hermiston; thence North along the East line of said Tenth Street, a distance of 615.22 feet; thence South 89°38' East, a distance of 129.31 feet to the Northeast corner of that tract of land conveyed to Levi Martin by Deed recorded in Microfilm Reel 191, Page 252, Office of Umatilla County Records and the True Point of Beginning for this description; thence South 89°38' East, a distance of 129.27 feet to the Northeast corner of that tract of land conveyed to Harold Martin, etux, by Deed recorded in Book 277, Page 11, Deed Records; thence South 00°01' West, a distance of 131.31 feet to the Southeast corner of said Harold Martin Tract; thence North 89°38' West along the South line and the South line extended of said Harold Martin Tract, a distance of 129.27 feet to the Southeast corner of said Levi Martin Tract; thence North 00°01' East along the East line of said Levi Martin Tract, a distance of 131.31 feet to the point of beginning;

Excepting therefrom any portion lying within the Avenue and Road right-of-ways.

1. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
2. The premises herein described are within the boundaries of the Hermiston Irrigation District, and this property is therefore subject to all easements, levies and assessments thereof.
3. Water charges of the Hermiston Irrigation District, if any.
4. Easement, including the terms and provisions thereof,
Grantee : State of Oregon through its Department of Environmental Quality
Recorded : January 10, 1990, Microfilm Reel 188, Page 395, Office of
Umatilla County Records.

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MAY 06 2021



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SEND TAX STATEMENTS TO:
Matthew Wayne Bartoschek
32533 W. Spearman
Hermiston, OR 97838

AFTER RECORDING RETURN TO:
Amerititle
650 N. First St., Ste. E
Hermiston, OR 97838

5N2930AD
600 130064
T 3568010

MS

State of Oregon County of Umatilla	
Instrument received and recorded on	01/29/2021 03:18:16 PM
in the record of instrument code type DE	
Instrument number	2021-7150095
	\$106.00
Office of County Records	
	
Records Officer P3	

AFFIANT'S DEED

Vivian Duhart, individually, and as Claiming Successor and Affiant of the Estate of Judith Ann Garrett, aka Judith A. Garrett, formerly known as Judith A. Trahan, deceased, Umatilla County, Oregon Case No. 17PB09562, Grantor, conveys to Matthew Wayne Bartoschek, Grantee, all of Grantor's right, title and interest in the real property located in Umatilla County and State of Oregon, described as follows:

See attached "Exhibit A"

The true consideration for this conveyance is \$144,000.00.

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

DATED: January 21, 2021.

Vivian Duhart, Claiming Successor
Vivian Duhart, individually, and as Claiming Successor
and Affiant of the Estate of Judith Ann Garrett, aka
Judith A. Garrett, formerly known as Judith A. Trahan,
Umatilla County, Oregon Case No. 17PB09562.

Amerititle
11/11/21

1

Prepared by:
Cameron R. Bendixsen, OSB 135340
Bendixsen Law, P.C.
245 E. Main St. Suite E
Hermiston, OR 97838
541-567-5564

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MAY 06 2021

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STATE OF Oregon
County of Marion

This instrument was acknowledged before me on January 21, 2021 by Vivian Duhart, individually, and as Claiming Successor and Affiant of the Estate of Judith Ann Garrett, aka Judith A. Garrett, formerly known as Judith A. Trahan, Umatilla County, Oregon Case No. 17PB09562.

Kathleen Ann Schroeder
Notary Public for Oregon
My Commission expires: 6-13-2021



EXHIBIT "A"
LEGAL DESCRIPTION

Beginning at the Southeast corner of the Northeast Quarter of Section 30, Township 5 North, Range 29, East of the Willamette Meridian, Umatilla County, Oregon; thence West along the South line of said Northeast Quarter, 165 feet to the true point of beginning, said point also being the Southwest corner of that tract of land conveyed to Charles E. Westfall and Callie Westfall, husband and wife, by instrument recorded April 17, 1969, in Book 299, Page 268, Deed Records; thence North along the West line of said tract 660 feet; thence West 330; thence South 660 feet to the South line of the Northeast Quarter of said Section 30; thence East along said South line 330 feet to the true point of beginning.

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MAY 06 2021

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2006 5020660

BARGAIN AND SALE DEED



KNOW ALL MEN BY THESE PRESENTS, That Nicholette C. Bartoschek

hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto

Matthew W. Bartoschek hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Umatilla, State of Oregon, described as follows, to-wit:

Beginning at the Southeast corner of the Northeast quarter of Section 30, Township 5 North, Range 29, East of the Willamette Meridian, Umatilla County, Oregon; thence North along the East line of said Section 30, being also the center line of County Road No. 627, a distance of 660 feet; thence West 165 feet; thence South 660 feet to the South line of the Northeast quarter of said Section 30, being also the center line of County Road No. 714; thence East along said South line 165 feet to the point of Beginning; Excepting therefrom any portion lying within County Road No. 627 and 714, right of way.



2006-5020660 1 of 1

RECEIVED

JUN 16 2006

UMATILLA COUNTY RECORDS

RECEIVED

MAY 06 2021

OWRD

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ -0-

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 13th day of June, 2006, if a corporate grantor, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30930.

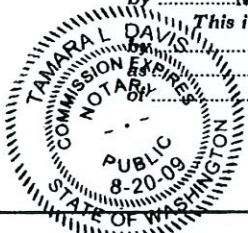
Nicholette C. Bartoschek

STATE OF OREGON, County of Benton ss.

This instrument was acknowledged before me on June 13th, 2006

by Nicholette C. Bartoschek

This instrument was acknowledged before me on 19



Tamara Davis, Notary Public for Oregon, My commission expires 8/20/09

Form fields for Grantor's Name and Address (Bartoschek), Grantee's Name and Address (Bartoschek), and recording information (Pioneer Title, 126 SE Court Ave, Pendleton, Or. 97801).

SPACE RESERVED FOR RECORDER'S USE

Form fields for recording details: State of Oregon, County of Umatilla, Date/Time (08-18-08 at 11:10), Instrument Number (2006-5020660), Fee (28.00), Office of County Records, and Signature of Records Officer.

PIONEER TITLE CO. 126 SE Court, Pend: ORS 93.2801

56
3

2012 5920766

SEND TAX STATEMENTS TO:
No change



State of Oregon)
County of Umatilla)
This instrument was received
and recorded on
08-13-12 at 1:30
in the record of instrument
code type DE-DA

AFTER RECORDING RETURN TO:
David Wm. Hadley
Attorney At Law
130 SE 3rd Street
Hermiston, OR 97838

RECEIVED
JUN 1'3 2012
UMATILLA COUNTY
RECORDS

Instrument Number 2012-5920766
Fee 58.00
Office of County Records
Deann Hemphill
Records Officer

RECEIVED
MAY 06 2021
OWRD

BARGAIN AND SALE DEED
AND
ASSIGNMENT OF CONTRACT

Debora Kay Smith, Personal Representative of the Estate of Rheba Kay Linder aka Rheba K. Linder, Deceased, as Grantor, hereby CONVEYS to Debora Kay Smith, Grantee, the following described real property situated in Umatilla County, Oregon to-wit:

The real property described on Exhibit "A" which is attached hereto and by this reference incorporated herein.

Grantor hereby assigns, conveys, and transfers to Grantee all of Grantor's right, title, and interest in and to that certain Land Sale Contract dated June 16, 2005, between Robert B. Linder and Rheba K. Linder, husband and wife, as Seller and Oliva Solorio, as Buyer, a Memorandum of which Contract was recorded on June 17, 2005 as Document No. 2005-4830689, Office of County Records, Umatilla County, Oregon, together with all of Grantor's right and interest in and to the real property described in the Contract.

Grantee hereby assumes the obligations of the Seller under the Contract and agrees to defend, indemnify, and hold Grantor harmless from and against such obligations.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$-0-. This Assignment and Deed is given to carry out the terms and conditions of that certain Order Approving Final Account and General Judgment of Final Distribution arising out of the Circuit Court, Umatilla County, Oregon under Case No. PRH120002.

BEFORE SIGNING AND ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING

DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES, OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 11 day of June, 2012.

Debra Kay Smith

Debra Kay Smith, Personal Representative of the Estate of Rheba Kay Linder aka Rheba K. Linder, Deceased, Grantor



2012-5920766 2 of 3

RECEIVED

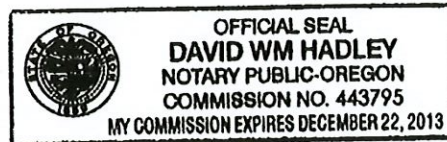
MAY 06 2021

STATE OF OREGON)
)ss.
County of Umatilla)

OWRD

This instrument was acknowledged before me on June 11, 2012 by Debra Kay Smith, Personal Representative of the Estate of Rheba Kay Linder aka Rheba K. Linder, Deceased.

David Wm Hadley
Notary Public for Oregon
My Commission Expires: 12/22/13



PREPARED BY:

David Wm. Hadley, OSB No. 81252
Attorney At Law
130 SE 3rd Street
Hermiston, OR 97838
lindersolorioassignment335

TRACT I:



2012-5920766 3 of 3

A parcel of land lying in the Southeast Quarter of Section 1, Township 4 North, Range 28, East of the Willamette Meridian, Umatilla County, Oregon, said parcel being a portion of that property deeded to Robert Linder, recorded in Book 344, Page 590, Deed Records, Umatilla County, Oregon, described as follows:

Beginning at the Northwest corner of said Linder Tract, said point being the Northwest corner of the South Half of the Southeast Quarter of the Southeast Quarter of said Section 1; thence South $89^{\circ}55''$ East, along the North line of said South Half of the Southeast Quarter of the Southeast Quarter, a distance of 594.23 feet; thence South $0^{\circ}25'00''$ West, 117.97 feet to a 1/2" iron rebar marking the center of a 50 foot radius cul-de-sac access easement; thence South $24^{\circ}02'10''$ West, 49.93 feet to the Northeast corner of that tract of land described under Contract of Sale to Francisco Javier Lara-Arellano, etux recorded in Instrument No. 2004-4680674, Office of Umatilla County Records; thence North $89^{\circ}20'00''$ West, along the North line of said Lara-Arellano Tract, 574.23 feet to the Northwest corner thereof; thence North $0^{\circ}25'00''$ East, 163.93 feet to the point of beginning.

TRACT II:

An easement for ingress, egress and utilities over a strip of land 40 feet in width, 20 feet on each side of the following described centerline: Beginning at a point on the North line of County Road No. 611, said point being North $89^{\circ}20'$ West 735.75 feet and North $0^{\circ}25'$ East, 33 feet from the Southeast corner of Section 1, Township 4 North, Range 28, East of the Willamette Meridian, Umatilla County, Oregon, and the True Point of Beginning for this centerline description; thence North $0^{\circ}25'$ East 513.55 feet to a point, said point being the radius point for a 50 foot cul-de-sac which is also made a part of this easement and the point of terminus for this centerline description.

Together with a 1982 Kit Manufactured Dwelling, License Number X170352, Vehicle Identification Number M2F8229B3SN8675, which is affixed to the property and a part of it.

RECEIVED

MAY 06 2021

OWRD

EXHIBIT A

74
4

2014-6220174 1 of 4

State of Oregon
County of Umatilla



Instrument received
and recorded on
10/20/2014 10:48:54 AM

in the record of instrument
code type DE

Instrument number 2014-6220174
Fee \$74.00

SEND TAX STATEMENTS TO:
Jose Angel De La Cruz De La Cruz
P.O. Box 786
Umatilla, OR 97882

AFTER RECORDING RETURN TO:
Pioneer Title Company
126 SE Court Avenue
Pendleton, OR 97801

RECEIVED

MAY 06 2021

OWRD

Office of County Records

Steve Churchill

Records Officer
1020871 P4

Umatilla County
Received: 10/20/2014

1020871

BARGAIN AND SALE DEED
AND
ASSIGNMENT OF CONTRACT

DIALINA ALATORRE-GARCIA, as Grantor, hereby CONVEYS to JOSE ANGEL DE LA CRUZ DE LA CRUZ, Grantee, the following described real property situated in Umatilla County, Oregon to-wit:

The real property described on Exhibit "A" which is attached hereto and by this reference incorporated herein.

Grantor hereby assigns, conveys, and transfers to Grantee all of Grantor's right, title, and interest in and to that certain Land Sale Contract dated September 3, 2004, between Robert B. Linder and Rheba K. Linder, husband and wife, as Seller and Francisco Javier Lara-Arellano and Dialina Alatorre-Garcia, husband and wife, as Buyer, of which Contract was recorded on September 7, 2004 as Document No. 2004-4680674, Office of County Records, Umatilla County, Oregon, together with all of Grantor's right and interest in and to the real property described in the Contract.

The Seller's interest and the Contract and real property was conveyed and assigned to Debora Kay Smith by that certain Bargain and Sale Deed and assignment of Contract recorded June 13, 2012, as Instrument No. 2012-5920765, Office of County Records, Umatilla County, Oregon.

Grantee hereby assumes the obligations of the Buyer under the Contract and agrees to defend, indemnify, and hold Grantor harmless from and against such obligations.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$76,000.00.

BEFORE SIGNING AND ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING

PIONEER TITLE CO. 93035
126 SE COURT, PEND. OR 97801

5

OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES, OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 15th day of October, 2014.

ASSIGNOR:

ASSIGNEE:

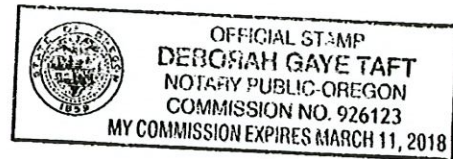
Dialina Alatorre Garcia
Dialina Alatorre-Garcia

Jose Angel De La Cruz De La Cruz
Jose Angel De La Cruz De La Cruz

State of OREGON
County of Umatilla

This record was acknowledged before me on October 16, 2014 by Dialina Alatorre-Garcia.

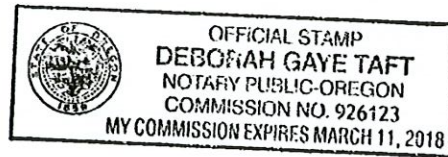

Notary Public - State of Oregon



State of OREGON
County of Umatilla

This record was acknowledged before me on October 15, 2014 by Jose Angel De La Cruz De La Cruz.


Notary Public - State of Oregon



RECEIVED

MAY 06 2021

OWRD



2014-6220174 3 of 4

TRACT I:

A parcel of land lying in the Southeast Quarter of Section 1, Township 4 North, Range 28, East of the Willamette Meridian, Umatilla County, Oregon, said parcel being a portion of that property deeded to Robert Linder, recorded in Book 344, Page 590, Deed Records, Umatilla County, Oregon, described as follows:

Beginning at a point which lies North $89^{\circ}20'$ West, 755.75 feet and North $0^{\circ}25'$ East, 345.72 feet from the Southeast corner of said Section 1; said point also being the Northeast corner of that tract of land described in Contract of sale to Jose Pedro Alatorre Carrillo, et ux, recorded in Instrument No. 2004-4630180, Office of County Records, Umatilla County, Oregon; thence continuing North $0^{\circ}25'$ East, 155 feet; thence North $89^{\circ}20'$ West, 574.23 feet to the West line of said Linder tract; thence South $0^{\circ}25'$ West along said West line, 155 feet; thence South $89^{\circ}20'$ East 574.23 feet to the Point of beginning;

TRACT II:

An easement for ingress, egress and utilities over a strip of land 40 feet in width, 20 feet on each side of the following described line: Beginning at a point on the North line of County Road No. 611, said point being North $89^{\circ}20'$ West 735.75 feet and North $0^{\circ}25'$ East, 33 feet from the Southeast corner of Section 1, Township 4 North, Range 28, East, Willamette Meridian, County of Umatilla, State of Oregon; thence North $0^{\circ}25'$ East 513.55 feet to a point, said point being a 50 foot radius point for a Cul-De-Sac to be included in the easement.

Together with a 1977 Jet Stream Manufactured Home, Home ID No. 208741, Manufacturer Serial No. 0Z29B3S5471, Plate No. X-138652, which is firmly affixed to the property and a part of it.

RECEIVED

MAY 06 2021

OWRD

EXHIBIT A
PAGE 1 of 2

SUBJECT TO:

1. 2014-2015 Taxes, which are a lien on July 1, 2014, but not yet payable.
2. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
3. The premises herein described are within the boundaries of the Hermiston Irrigation District and this property is therefore subject to all easements, levies and assessments thereof.
4. Reservations contained in deed from Northern Pacific Railway Company, to J. Frank Watson, relating to coal & minerals and the mining thereof, Recorded in Book 48, Page 115, Deed Records, Umatilla County, Oregon; Amended from Northern Pacific Railway Company, to Alton Hooker, et ux, recorded January 19, 1955, Book 222, Page 575, Deed Records, Umatilla County, Oregon.
5. Easement for Electric Transmission Lines, including the terms and provisions thereof;
 Grantee : United States of America
 Recorded : June 8, 1951, Book 197, Page 292, Deed Records, Umatilla County, Oregon.
6. Easement for Electric Transmission and/or Distribution Lines, including the term and provisions thereof;
 Grantee : Umatilla Electric Cooperative Association
 Recorded : March 29, 1978, Microfilm R-31, Page 664, Office of County Records, Umatilla County, Oregon.
7. Easement for Electric Transmission and/or Distribution Lines, including the terms and provisions thereof;
 Grantee : Umatilla Electric Cooperative Association
 Recorded : October 31, 1980, Microfilm R-73, Page 815, Office of County Records, Umatilla County, Oregon.

smitheruzexhibit\367

RECEIVED
MAY 06 2021
OWRD

6/13

State of Oregon
County of Umatilla



Instrument received
and recorded on
8/22/2016 3:34:06 PM

In the record of instrument
code type DE

Instrument number 2016-6470413
Fee \$84.00

SEND TAX STATEMENTS TO:

Jose P. Alatorre
Angelinda Navarette
P.O. Box 154
Miranda, CA 95553

AFTER RECORDING RETURN TO:

Pioneer Escrow, Inc.
P.O. Box 1538
Pendleton, OR 97801
CE #37170

RECEIVED

MAY 06 2021

OWRD

Office of County Records

Steve Churchill

Records Officer
1051382 P3

Umatilla County

Received:8/22/2016



1051382

STATUTORY SPECIAL WARRANTY DEED

Debora Kay Smith, as Grantor, hereby conveys and specially warrants to Jose Pedro Alatorre Carrillo and Angelina Navarrete Jamie, husband and wife, Grantee, the following described real property free of encumbrances created or suffered by the Grantor except as specifically set forth herein, situated in Umatilla County, Oregon to-wit:

The real property described on Exhibit "A" which is attached hereto and by this reference incorporated herein.

The true and actual consideration for this conveyance is \$69,000.00. This deed is in fulfillment of a Land Sale Contract dated May 26, 2004.

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

DATED this 11 day of June, 2012.

Debora Kay Smith
Debora Kay Smith, Grantor

PIONEER TITLE CO. CP
126 SE COURT, PEND. OR 97801

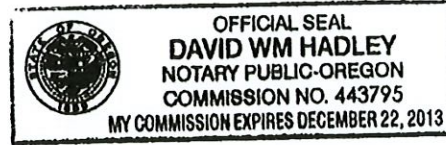
64

7

STATE OF OREGON)
)ss.
County of Umatilla)

This instrument was acknowledged before me on June 11th, 2012 by Debora Kay Smith.

David Wm Hadley
Notary Public for Oregon
My Commission Expires: 12/22/13



PREPARED BY:
David Wm. Hadley, OSB No. 81252
Attorney At Law
130 SE 3rd Street
Hermiston, OR 97838
linderatorre deed\335

RECEIVED
MAY 06 2021
OWRD



2004-4630180 7 of 7

TRACT I:

A parcel of land lying in the Southeast Quarter of Section 1, Township 4 North, Range 28, East, Willamette Meridian, County of Umatilla, State of Oregon, said parcel being a portion of that property deeded to Robert Linder, recorded in Book 344, page 590, Deed Records, Umatilla County, Oregon described as follows:

Beginning at a point which lies North 89° 20' West 755.75 feet and North 0° 25' East 190.72 feet from the Southeast corner of said Section 1; thence North 0° 25' East 155 feet; thence North 89° 20' West 574.23 feet to the West line of said Linder tract; thence South 0° 25' West along said West line 155 feet; thence South 89° 20' East 574.23 feet to the Point of Beginning;

TRACT II:

An easement for ingress, egress and utilities over a strip of land 40 feet in width, 20 feet on each side of the following described line: Beginning at a point on the North line of County Road No. 611, said point being North 89° 20' West 735.75 feet and North 0° 25' E 33 feet from the Southeast corner of Section 1, Township 4 North, Range 28, East, Willamette Meridian, County of Umatilla, State of Oregon; thence North 0° 25' East 513.55 feet to a point, said point being a 50 foot radius point for a Cul-De-Sac to be included in the easement.

RECEIVED

MAY 06 2021

OWRD

State of Oregon)
County of Umatilla)

This instrument was received and recorded on

05-28-04 at 11:00

in the record of instrument code type DE-C

Instrument Number 2004-4630180
Fee 58.00

Office of County Records

Records Officer

EXHIBIT A

2/01

BLS

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.

Manuel Ibarra and Anna B. Patino
370 NE 13th St. Hermiston
OR 97838

Grantor's Name and Address
Armando Ibarra
73 Hemlock Ct
Umatilla OR 97882

After recording, return to (Name and Address):
Armando Ibarra
73 Hemlock Ct
Umatilla OR 97882

Will requested otherwise, send all tax statements to (Name and Address):
Armando Ibarra
73 Hemlock Ct
Umatilla OR 97882

State of Oregon
County of Umatilla



Instrument received
and recorded on
2/28/2019 12:54:25 PM

in the record of instrument
code type DE

SPACE F Instrument number 2019-6830094
F Fee \$101.00
RECORD

Office of County Records

Steve Churchill

Records Officer
1093584 P2

Umatilla County
Received: 2/28/2019



BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS that Manuel Ibarra and Anna B. Patino

hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto Armando Ibarra

hereinafter called grantee, and unto grantee's heirs, successors and assigns, all of that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Umatilla County, State of Oregon, described as follows (legal description of property):

SEE EXHIBIT A

RECEIVED

MAY 06 2021

OWRD

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.
The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 0.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the the whole (indicate which) consideration. (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this instrument, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals.

IN WITNESS WHEREOF, grantor has executed this instrument on February 28, 2019; any signature on behalf of a business or other entity is made with the authority of that entity.

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

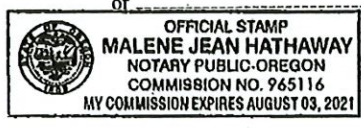
Manuel Ibarra
Anna B. Patino

STATE OF OREGON, County of Umatilla ss. February 28, 2019

by Manuel Ibarra This instrument was acknowledged before me on February 28, 2019

by Anna B. Patino This instrument was acknowledged before me on February 28, 2019

as of



Malene Jean Hathaway
Notary Public for Oregon
My commission expires Aug 3, 2021

EXHIBIT A

Legal Description
File No. 48856

~~XXXXXXXXXXXXXXXXXXXXXX~~
2003-4360567 2 of 2

A parcel of land lying in the Southeast Quarter of Section 1, Township 4 North, Range 28, EWM, described as follows, to-wit:

Beginning at a point on the North right-of-way line of County Road No. 611, said point being North 0°25' East 33 feet and North 89°20' West 755.75 feet from the Southeast corner of Section 1, Township 4 North, Range 28; thence North 0°25' East 157.72 feet; thence North 89°20' West 574.23 feet to the West line of that property described in that Deed to Robert Linder, recorded in Book 344, page 590, Umatilla County Deed Records; thence South 0°25' West along said West line of said Linder Tract 33.88 feet; thence continuing along said West line South 23°25'45" East 135.57 feet to the North line of County Road No. 611; thence South 89°20' East along said North line 519.42 feet to the point of beginning;

SUBJECT to an Easement for Bonneville Power Administration Transmission Line;

ALSO SUBJECT to an Easement for Hermiston Irrigation District aqueduct.

All being East of the Willamette Meridian, Umatilla County, Oregon.

RECEIVED
MAY 06 2021
OWRD

BLS

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.

Juan M. Espinoza
Leticia Espinoza
32535 E. Loop Road, Hermiston
Grantor's Name and Address
Mariluz De La Paz Avila OR, 97838
Jorge O. Mendoza Cuevas
1399 N. Ott Road, Hermiston, OR
Grantee's Name and Address

After recording, return to (Name and Address):
Mariluz De La Paz Avila
1399 N. Ott Road
Hermiston, OR 97838

Until requested otherwise, send all tax statements to (Name and Address):
Mariluz De La Paz Avila
1399 N. Ott Road
Hermiston, OR 97838

State of Oregon
County of Umatilla



Instrument received
and recorded on
9/21/2018 2:52:36 PM

In the record of instrument
code type DE

Instrument number 2018-6770039
Fee \$98.00

Umatilla County
Received: 9/21/2018
1086630

Office of County Records
Steve Churchill
Records Officer
1086630 P1

BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS that Juan M. Espinoza and Leticia Espinoza

hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto Mariluz De La Paz Avila and Jorge O. Mendoza Cuevas, hereinafter called grantee, and unto grantee's heirs, successors and assigns, all of that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Umatilla County, State of Oregon, described as follows (legal description of property):

118891 4N 28 01 D 2702 8-3
File No. HM0054355
Beginning at the Southeast Corner of Section 1, Township 4 North, Range 28, East of the Willamette Meridian; thence North 0° 25' East along the East line of Section 1, a distance of 221.45 feet to the true point of beginning for this description; thence North 89° 33' West a distance of 427.00 feet; thence North 0° 25' East a distance of 221.40 feet; thence South 89° 33' East a distance of 427.00 feet to the East line of said Section 1; thence South 0° 25' West along the East line of said Section 1 a distance of 221.40 to the point of beginning;

All being East of the Willamette Meridian, County of Umatilla, State of Oregon.

EXCEPTING therefrom that portion lying within Ott Road.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.
The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 0.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the the whole (indicate which) consideration. (The sentence between the symbols , if not applicable, should be deleted. See ORS 93.030.)

In construing this instrument, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals.

IN WITNESS WHEREOF, grantor has executed this instrument on September 20, 2018; any signature on behalf of a business or other entity is made with the authority of that entity.

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

Juan Espinoza
Leticia Espinoza

STATE OF OREGON, County of Umatilla ss.
This instrument was acknowledged before me on September 20, 2018
by Juan M. Espinoza and Leticia Espinoza

This instrument was acknowledged before me on _____
by _____
as _____
of _____



Lorena Inocencio
Notary Public for Oregon
My commission expires June 9, 2019

RECEIVED
MAY 06 2021
OWRD

DEED OF PERSONAL REPRESENTATIVE

Grantor's Name & Address:
ESTATE OF GEORGE FRANKLIN SOPER, JR.
3019 DUPORTAIL ST #234
RICHLAND WA 99352-6103

Grantee's Name and Address:
TOMAS ALATORRE OCHOA &
ADELAIDA LEDEZMA DE ALATORRE
PO BOX 3331
HERMISTON OR 97838

After recording return to:
ANDERSON HANSELL PC
PO BOX 1090
HERMISTON OR 97838-3090

Until a change is requested, all tax statements shall
be sent to the following address:
TOMAS ALATORRE OCHOA &
ADELAIDA LEDEZMA DE ALATORRE
PO BOX 3331
HERMISTON OR 97838

State of Oregon
County of Umatilla



Instrument received
and recorded on
12/22/2020 02:31:13 PM

in the record of instrument
code type DE

Instrument number 2020-7130079
\$101.00

Office of County Records

John Churchill
Records Officer P2

RECEIVED

MAY 06 2021

OWRD

C. Wayne May, the duly appointed, qualified, and acting personal representative of the Estate of George Franklin Soper, Jr., deceased, Umatilla County, Oregon, Circuit Court Probate #20PB06466, Grantor, hereby conveys to Tomas Alatorre Ochoa and Adelaida Ledezma De Alatorre, as husband and wife, tenants by the entirety, Grantees, all right, title and interest to that real property situated in Umatilla County, Oregon, described as follows:

The East 614 feet of the following described tract:

The Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 20,
Township 4 North, Range 28, East of the Willamette Meridian, Umatilla County, Oregon;

Excepting therefrom the North 18 feet thereof;

Also excepting therefrom those tracts of land conveyed to Frank R. Challis, etux, by Deeds
Recorded in Book 325, Page 546 and Book 343, Page 588, Deed Records;

Also excepting therefrom any portion lying within the County Road right-of-way.

SUBJECT TO:

1. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
2. The premises herein described are within the boundaries of the Hermiston Irrigation District and this property is therefore subject to all easements, canals, ditches, levies and assessments thereof.
3. Easement, including the terms and provisions thereof,
Grantee : Umatilla Electric Cooperative Association
Recorded : April 9, 1938, Book 120, Page 456, Deed Records.

(Umatilla County Code/Map Information: Account #117528; Code No. 0803; Map #4N2820D000200)

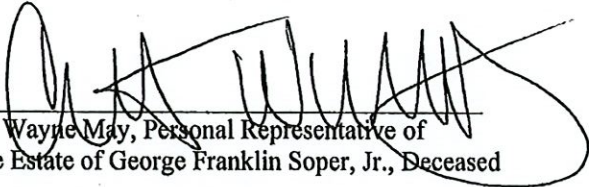
The true and actual consideration for this conveyance is \$380,000.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND

PIONEER TITLE CO. 101772
109 SW COURT, PEND. OR 97801

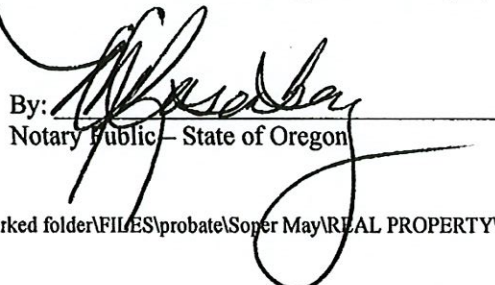
USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: 12/15/2020


C. Wayne May, Personal Representative of
the Estate of George Franklin Soper, Jr., Deceased

STATE OF OREGON; County of Umatilla

This instrument was acknowledged before me on December 15 2020, by C. Wayne May, Personal Representative of the Estate of George Franklin Soper, Jr., Deceased.

By: 
Notary Public - State of Oregon



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MAY 06 2021
OWRD

2003 4540094



Grantor: Freddy E. Ibarra 2003-4540094 1 of 1

80715 N. Ott Road Hermiston Or 97838

State of Oregon)
County of Umatilla)

This instrument was received and recorded on
12-18-03 at 11:30

In the record of instrument code type DE-B&S

Instrument Number 2003-4540094
Fee 26.00

Office of County Records
Sharon A. Mock
Records Officer

Grantee: Freddy E. Ibarra and Yaqueline Ibarra

80715 N. Ott Road Hermiston Or 97838

AFTER RECORDING RETURN TO:

AMENITITLE
100 E GLADYS AVE #C
HERMISTON, OR 97838

BARGAIN AND SALE DEED

AmenTitle HMOO5061D

KNOW ALL MEN BY THESE PRESENTS, That Freddy E. Ibarra**

herein called grantor, for the consideration herein stated, does hereby grant, bargain, sell and convey unto Freddy E. Ibarra and Yaqueline Ibarra, as Husband and Wife, herein called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Umatilla, State of Oregon, described as follows, to wit: Parcel 2, of Partition Pl:

No. 2003-18, filed August 8, 2003, Umatilla County Partition Plats, located in the Southwest Quarter of Section 31, Township 5 North, Range 29, East of the Willamette Meridian, Umatilla County, Oregon. Subject to any and all roads; Together with Access and Utility Easement over and across South 30 feet of Parcel 1 of said Partition Plat No. 2003-18, Umatilla County, Oregon.

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

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ -0-.

However, the actual consideration consists of or includes other property or value given or promised which is the whole / part of the consideration.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 10th day of December, 2003; if a corporate grantor, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by order of its board of directors.

Tax statements shall be mailed to: Freddy E. Ibarra and Yaqueline Ibarra

80715 N. Ott Rd.
Hermiston, Or. 97838

RECEIVED

DEC 16 2003

UMATILLA COUNTY RECORDS

x Freddy E. Ibarra
Freddy E. Ibarra

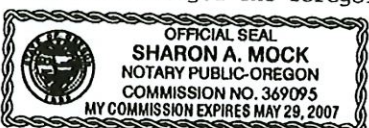
STATE OF Oregon

COUNTY OF Umatilla

SS. Dec 10, 2003

Personally appeared the above named Freddy E. Ibarra***

and acknowledged the foregoing instrument to be His voluntary act.



Before me:

Sharon A. Mock
Notary Public for Oregon
My commission expires 5-29-07

(seal)

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MAY 06 2021

OWFD

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