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Portland, Oregon 97204
503.221.1440

Peter D. Mohr
Of Counsel

*Admitted to practice in
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February 29, 2012

VIA ELECTRONIC FILING (puc.filingcenter@state.or.us) & U.S. MAIL

Oregon Public Utility Commission
Attention: Filing Center
PO Box 2148
Salem, OR 97308-2148

**Re: Docket No. UM 1489 – In the Matter of FISH MILL LODGES
WATER SYSTEM'S APPLICATION TO ABANDON WATER
SERVICE TO ITS CUSTOMERS**

Dear Commission:

Enclosed for electronic filing in the above-referenced docket is Judy Bedsole's and Fish Mill Lodges Water System's SUBMITTAL OF DOCUMENTS PURSUANT TO ORDER NO. 12027.

As additionally stated in the enclosed submittal, please note that the PUC Staff and Customers Bonnie Lucas, Barbara and Dennis Varenas, and Don and Suzanne Durland have consented to the electronic filing today of copies of the referenced documents as executed by Judy Bedsole with the understanding that the original version of these documents will soon be additionally filed by mail.

Sincerely,

A handwritten signature in black ink, appearing to read 'PDM', written over the word 'Sincerely,'.

Peter D. Mohr

PDM/tac
Enclosure

cc: Client
PUC Staff
Bonnie Lucas
Dennis & Barbara Varenas
Don & Suzanne Durland

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BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON

UM 1489, UM 1528, UCR 121, UCR 122, UCR 123, UCR 133, UCR 135

In the Matter of JUDY BEDSOLE AND FISH)
MILL LODGES WATER SYSTEM)
Application for Abandonment of Utility and)
other Above-Captioned Dockets Related to the)
Operation and Maintenance of the Fish Mill)
Lodges Water System)

**SUBMITAL OF DOCUMENTS
PURSUANT TO ORDER NO. 12027**

Pursuant to Order No. 12027, Judy Bedsole and Fish Mill Lodges Water System, appearing by and through their attorney, Peter Mohr, submit the following documents as further prescribed under paragraph 7 of the parties' Stipulated Agreement of record:

1. A Quit Claim deed executed by Judy Bedsole, Trustee of the Bedsole Family Trust UTA dated January 21, 1999 for the benefit of Dennis and Barbara Varenas conveying a specified portion of the water right authorized under Water Right Certificate No. 85238.
2. A Quit Claim deed executed by Judy Bedsole, Trustee of the Bedsole Family Trust UTA dated January 21, 1999 for the benefit of Don and Suzanne Durland conveying a specified portion of the water right authorized under Water Right Certificate No. 85238.
3. Bill of Sale executed by Judy Bedsole, Trustee of the Bedsole Family Trust UTA dated January 21, 1999 for the benefit of the Summit

1 Water Association, Inc., an Oregon corporation, transferring and
2 assigning interests in the "Water System" as such terms are defined
3 under the Stipulated Agreement of record in the proceedings.

4 4. An Easement Agreement executed by Judy Bedsole, Trustee of the
5 Bedsole Family Trust UTA dated January 21, 1999 providing for the
6 grant of an easement on and across specific property held by Judy
7 Bedsole, Trustee of the Bedsole Family Trust UTA dated January 21,
8 1999.

9 5. A Quit Claim deed executed by Judy Bedsole, Trustee of the Bedsole
10 Family Trust UTA dated January 21, 1999 for the benefit of the
11 Summit Water Association, Inc. conveying any and all interest Judy
12 Bedsole, Trustee of the Bedsole Family Trust UTA dated January 21,
13 1999 possesses in any easements and rights-of-way of record for the
14 location, operation and maintenance of the "Water System" as such
15 terms are defined under the Stipulated Agreement of record.

16 6. A Quit Claim deed executed by Judy Bedsole, Trustee of the Bedsole
17 Family Trust UTA dated January 21, 1999 for the benefit of Bonnie
18 Lucas conveying a specified portion of the water right authorized
19 under Water Right Certificate No. 85238.

20 7. Documents consisting of an "Evidence of Use Affidavit" and a
21 "Consent by Deeded Landowner" executed by Judy Bedsole, Trustee
22 of the Bedsole Family Trust UTA dated January 21, 1999 for the
23 benefit of Bonnie Lucas as may be required by the Oregon Water
24 Resources Department pursuant to the Stipulated Agreement of record.

25 Copies of the above referenced documents are attached and originals of these
26 documents will follow by U.S. mail.

1 The undersigned further confirms that he has consulted with all of the parties
2 to this proceeding and they have each consented to a subsequent filing of the original
3 versions of the attached documents by mail which will take place as soon as possible.
4

5 DATED this 29th day of February, 2012.

6 TONKON TORP LLP

7
8 By 

9 Peter Mohr, OSB #013556

10 1600 Pioneer Tower

11 888 SW Fifth Avenue

12 Portland, OR 97204

13 (503) 802-5759

14 peter.mohr@tonkon.com

15 Attorneys for Judy Bedsole and Fish

16 Mill Lodges Water System
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CERTIFICATE OF FILING AND SERVICE

UM 1489

I hereby certify that on February 29, 2012, I filed a copy of the foregoing
SUBMITAL OF DOCUMENTS PURSUANT TO ORDER NO. 12027 with the Public
Utility Commission, Attn: Filing Center, 550 Capitol Street NE #215, PO Box 2148, Salem,
OR 97308 by e-mail by sending a pdf copy of such document to puc.filingcenter@state.or.us
and will later file the original by U.S. mail.

I further certify that on February 29, 2012, I served via-e-mail the
SUBMITAL OF DOCUMENTS PURSUANT TO ORDER NO. 12027 on all parties
included in the official service list which consist of the following:

Bonnie Lucas
PO Box 87
Westlake, OR 97493
bonnie337@oregonfirst.net

Jason W. Jones
Assistant Attorney General
Business Activities Section
1162 Court Street, NE
Salem, OR 97301-4096
jason.w.jones@state.or.us


Dennis and Barbara Varenas
721 Old Garden Valley Road
Roseburg, OR 97470
varenas4@q.com

Don Durland
123 Oasis Drive
Denison, TX 75020-8857
durlandarts@texoma.net;
piet@texoma.net

DATED this 29th day of February, 2012.

TONKON TORP LLP

By:



Peter D. Mohr. OSB No. 013556
Telephone: (503) 802-5759
E-mail: peter.mohr@tonkon.com
Attorneys for Judy Bedsole and Fish
Mill Lodges water system

035848/00002/3411540v1

A Quit Claim deed executed by Judy Bedsole, Trustee of the Bedsole Family Trust UTA dated January 21, 1999 for the benefit of Dennis and Barbara Varenas conveying a specified portion of the water right authorized under Water Right Certificate No. 85238.

AFTER RECORDING, RETURN TO:

Dennis and Barbara Varenas
721 Old Garden Valley Rd.
Roseburg, OR 97470

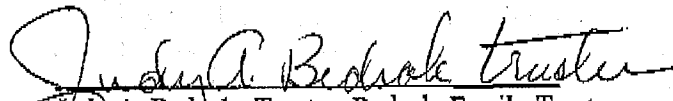
QUITCLAIM DEED

Judy A. Bedsole, Trustee of the Bedsole Family Trust dated January 21, 1999 having her address at P.O. Box 95, Westlake, Oregon, 97493, Grantor, releases and quitclaims to Dennis Varenas and Barbara Varenas, having their address at 721 Old Garden Valley Rd., Roseburg, OR 97470, Grantees, all right, title and interest in and to that certain real property located in Lane County, Oregon, and more particularly described on Exhibit A attached hereto.

The true consideration for this conveyance consists of or includes other property or value given or promised which is the whole consideration.

DATED this 29 day of February, 2012.

GRANTOR:


Judy A. Bedsole, Trustee, Bedsole Family Trust
UTA dated January 21, 1999

STATE OF OREGON)
) ss.
County of Lane)

The foregoing instrument was acknowledged before me on February 29, 2012, by Judy A. Bedsole as Trustee of the Bedsole Family Trust UTA dated January 21, 1999.

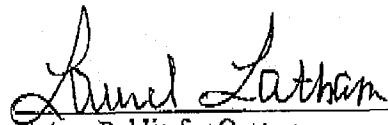

Notary Public for Oregon
My commission expires: 6-9-2015



EXHIBIT A

That portion of the water right identified in the records of the Oregon Water Resources Department as Water Right Certificate No. 85238 and which is associated with or appurtenant to the following real property:

Lot 11, Block 28, WESTLAKE, as platted and recorded in Book 7, Page 2, Lane County Oregon Plat Records, in Lane County, Oregon.

035848 00002 340755Zv1

A Quit Claim deed executed by Judy Bedsole, Trustee of the Bedsole Family Trust UTA dated January 21, 1999 for the benefit of Don and Suzanne Durland conveying a specified portion of the water right authorized under Water Right Certificate No. 85238.

AFTER RECORDING, RETURN TO:

Don and Suzanne Durland
123 Oasis Drive
Denison, Texas 75020-8857

QUITCLAIM DEED

Judy A. Bedsole, Trustee of the Bedsole Family Trust UTA dated January 21, 1999 having her address at P.O. Box 95, Westlake, Oregon 97493, Grantor, releases and quitclaims to Don Durland and Suzanne Durland, having their address at 123 Oasis Drive, Denison, Texas 75020-8857, Grantees, all right, title and interest in and to that certain real property located in Lane County, Oregon, and more particularly described on Exhibit A attached hereto.

The true consideration for this conveyance consists of or includes other property or value given or promised which is the whole consideration.

DATED this 29 day of February, 2012.

GRANTOR:

Judy A. Bedsole Trustee
Judy A. Bedsole, Trustee, Bedsole Family Trust
UTA dated January 21, 1999

STATE OF OREGON)
) ss.
County of Lane)

The foregoing instrument was acknowledged before me on February 29, 2012, by Judy A. Bedsole as Trustee of the Bedsole Family Trust UTA dated January 21, 1999.



Laurel Latham
Notary Public for Oregon
My commission expires: 6-9-2015

EXHIBIT A

That portion of the water right identified in the records of the Oregon Water Resources Department as Water Right Certificate No. 85238 and which is associated with or appurtenant to the following real property:

Lot 13, Block 29, WESTLAKE, as platted and recorded in Book 7, Page 2, Lane County Plat Records, in Lane County, Oregon.

035848/000023407553v1

Bill of Sale executed by Judy Bedsole, Trustee of the Bedsole Family Trust UTA dated January 21, 1999 for the benefit of the Summit Water Association, Inc., an Oregon corporation, transferring and assigning interests in the "Water System" as such terms are defined under the Stipulated Agreement of record in the proceedings.

BILL OF SALE

THIS BILL OF SALE is made as of February 29, 2012 from Judy A. Bedsole, Trustee of the Bedsole Family Trust UTA dated January 21, 1999 ("Trustee") to Summit Water Association, Inc., an Oregon corporation ("SWA").

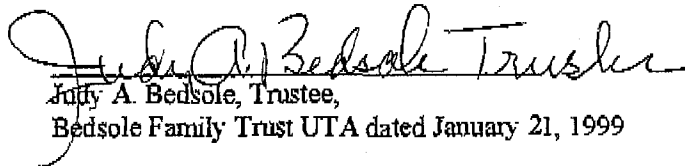
Reference is made to the terms of the Stipulated Agreement approved by the Oregon Public Utility Commission under Order No. 12027 entered on January 30, 2012 (the "Stipulated Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Stipulated Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Trustee does hereby grant, convey, bargain, assign, transfer and deliver to SWA, effective as of the date hereof, all of Trustee's rights, title and interest in and to any and all equipment and other personal property considered part of the "Water System" as such terms are defined under Paragraph 5 of the Stipulated Agreement; provided, however, that (a) Trustee provides no warranties, express or implied, with respect to any of the property assigned and conveyed under this Bill of Sale including, but not limited to, any warranties of title, warranties of fitness for any purpose, or warranties concerning the quantity or quality of the water withdrawn from all or any portion of the Water System and (b) Trustee, on behalf of itself and the Bedsole Family Trust UTA dated January 21, 1999, and its successors and assigns, reserves the right to receive water and water rights it may own through the Water System as specifically provided for, and subject to the terms and conditions of, the Stipulated Agreement.

TO HAVE AND TO HOLD, the same unto SWA and SWA's successors and assigns forever.

The Bill of Sale shall be subject to the terms and conditions set forth in Stipulated Agreement and nothing contained in this Bill of Sale shall be construed to limit, terminate, expand or otherwise modify the terms and conditions set forth in the Stipulated Agreement. In the event of any conflict or inconsistency between the terms of the Stipulated Agreement and the terms hereof, the terms of the Stipulated Agreement shall govern.

IN WITNESS WHEREOF, Trustee has caused this Bill of Sale to be duly executed as of the date first written above.


Judy A. Bedsole, Trustee,
Bedsole Family Trust UTA dated January 21, 1999

035848 00002 3410956v1

An Easement Agreement executed by Judy Bedsole, Trustee of the Bedsole Family Trust UTA dated January 21, 1999 providing for the grant of an easement on and across specific property held by Judy Bedsole, Trustee of the Bedsole Family Trust UTA dated January 21, 1999.

AFTER RECORDING. RETURN TO:

Summit Water Association, Inc.
P.O. Box 87
Westlake, OR 97493

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement"), dated effective the ____ day of ____, 2012, is made and entered into by and between Judy A. Bedsole, Trustee of the Bedsole Family Trust UTA dated January 21, 1999 ("Trustee") whose address is P.O. Box 95, Westlake, Oregon 97493, and Summit Water Association, Inc., an Oregon corporation ("SWA"), whose address is P.O. Box 87, Westlake, OR 97493.

RECITALS

A. Reference is made in this Agreement to the terms of the Stipulated Agreement approved by the Oregon Public Utility Commission under Order No. 12027 entered on January 30, 2012 (the "Stipulated Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Stipulated Agreement.

B. Trustee owns certain real property in Lane County, Oregon that is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Trust Property").

C. SWA owns a "Water System," as such terms are defined under paragraph 5 of the Stipulated Agreement, a portion of which system is located within the northern half of the Trust Property and is used to collect and distribute water from a Spring in such amounts and for such purposes as authorized under applicable law to provide water to SWA's Customers.

D. In accordance with the terms and conditions of this Agreement, SWA desires to obtain from Trustee and Trustee agrees to grant to SWA an easement over the Trust Property for SWA's operation and maintenance of that portion of the Water System located on the Trust Property.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Trustee and SWA, Trustee and SWA agree as follows:

1. Grant of Easement. Trustee hereby grants to SWA a non-exclusive easement over the Trust Property for SWA to operate and maintain the Water System (the "Easement"). Said Easement is subject to all matters of public record, existing easements, valid rights and existing uses of the Trust Property and shall be limited to that area of the Trust Property

not to exceed an area five (5) feet from the centerline of any section of the existing water line of the Water System and ten (10) feet in all directions from the outside dimension of all other existing components of the Water System located on the Trust Property. At the junction of the existing waterline and any other existing component of the Water System, the greater easement area shall control; provided, however, that Trustee reserves the right at all times and for any purpose, subject to the terms and conditions of the Stipulated Agreement, to cross and otherwise use that portion of the Trust Property encumbered by the Easement in a manner that will not unreasonably interfere with the rights granted to SWA under this Agreement.

2. Purpose. This Easement is conveyed for the sole and exclusive purpose of providing SWA reasonable access on and across the Trust Property for the withdrawal, collection, treatment, and distribution of water from the Spring for lawful purposes as additionally authorized under the Stipulated Agreement; for its use of the power supply line and any other Water System facilities; and for any improvement, repair, operation, and maintenance of any portion of the Water System located on the Trust Property. In no event, however, shall this Easement be construed to require Trustee to cease, modify, or relocate any current use or improvement on the Trust Property not otherwise owned by SWA.

3. Access. Subject to all matters of public record, existing easements, valid rights and existing uses of the Trustee Property, SWA shall have access to the Easement on and across the Trust Property at the point where the Easement ends at the common boundary line between the Trust Property and the adjacent property identified as Parcel Number 700 in the Lane County Tax Records, Map 19123420.

4. SWA Ownership and Maintenance Obligations. SWA exclusively shall be directly responsible for operation and maintenance of that portion of Water System located on the Trust Property as provided for under the Stipulated Agreement. SWA shall keep and maintain that portion of the Water System located on the Trust Property in good condition and repair. Before commencing any activities on the Trust Property, SWA shall require that all consultants and contractors providing work, materials, supplies, labor, equipment and tools, or any other service on the Trust Property on behalf of, at the request of, or to the benefit of SWA, waive all rights to assert any lien or claim against Trustee or the Trust Property, and to provide SWA with proof of reasonably sufficient insurance against injury and damage to Trustee and the Trust Property. SWA shall cause all work on the Trust Property to be promptly performed and completed in a good and workmanlike manner, free and clear of all liens, and in full compliance with all applicable laws, regulations, permits, approvals and licenses. SWA shall bear all risk of loss associated with the operation and maintenance of the Water System subject to the terms and conditions of the Stipulated Agreement.

5. Health and Safety. SWA shall be solely responsible for the safety and security of all of its and its consultants' and contractors' equipment, materials, and persons on the Trust Property.

6. Indemnification. SWA shall, at its expense, and to the fullest extent permitted by law, indemnify, defend, and hold harmless Trustee, the Bedsole Family Trust UTA dated January 21, 1999, and its representatives and affiliates, from and against any and all claims, losses, costs,

legal actions, liabilities or expense of any nature which, partly or wholly result or arise from SWA's operation, maintenance or repair of the Water System, and/or any and all other SWA activities (including those of its agents, employees, consultants and contractors) whether or not permitted under this Agreement.

7. Water Quality and Quantity. Trustee makes no representations or warranties as to the quantity or quality of the water which SWA may obtain from the operation of the Water System and/or any replacements of such facilities.

8. Notice. Notice to any party to this Agreement shall be in writing and sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the addresses specified below. Any such notice shall be deemed received on the confirmed date of delivery to the party (or such parties' authorized representative). Until any party notifies the other party as to a change of its address for notice purposes, notice to the parties shall be sent to the above addresses.

- a. To Trustee (Grantor):
Judy A. Bedsole, Trustee
Bedsole Family Trust
P.O. Box 95, Westlake, Oregon 97493
- b. To SWA (Grantee):
Summit Water Association, Inc.
P.O. Box 87, Westlake, OR 97493

9. Survival. Any provision of this Agreement that expressly or by its nature provides for rights, obligations or remedies that extend beyond the termination of this Agreement, will survive and continue in full force and effect after this Agreement is terminated.

10. Severability. If any term, provision, or condition contained in this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remainder of such term, provision, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. Relationship of the Parties. This Agreement shall not be construed to create, either expressly or by implication, the relationship of agency or partnership between Trustee and SWA. Neither Trustee nor SWA is authorized to act on behalf of the other in any manner relating to the subject matter of this Agreement.

12. Entire Agreement: Modifications. This Agreement, subject to the terms and conditions of the Stipulated Agreement, contains the entire and integrated agreement of the parties with respect to the Easement granted herein and may be modified or amended only by a writing signed by the parties in interest.

13. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

14. Attorneys Fees. If either party brings an action to enforce the terms of this Agreement or to declare rights under this Agreement (including any action in bankruptcy court), the prevailing party at any such action, on trial or appeal, shall be entitled to its reasonable attorneys fees to be paid by the losing party as fixed by the court.

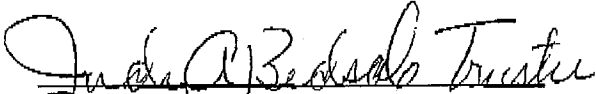
15. Binding Effect. The rights, benefits and obligations hereunder shall inure to the benefit of and be binding on the parties, their representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TRUSTEE:

SWA:

SUMMIT WATER ASSOCIATION, an Oregon corporation

 By: _____

Judy A. Bedsole, Trustee,

Bedsole Family Trust UTA dated January 21, Its: _____

1999

[NOTARY SIGNATURES ON FOLLOWING PAGE]

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
County of Lane)

The foregoing instrument was acknowledged before me on February 29, 2012, by
Judy A. Bedsole as Trustee of the Bedsole Family Trust UTA dated January 21, 1999.



Laurel Latham
Notary Public for Oregon
My commission expires: 6-9-2015

STATE OF OREGON)
) ss.
County of Lane)

The foregoing instrument was acknowledged before me on _____, 2012,
by _____ as _____ of Summit Water Association, Inc.

Notary Public for Oregon
My commission expires: _____

Exhibit A
to Easement Agreement

Legal Description of Trust Property

Beginning at the most Southerly Southwest corner of Westlake, as platted and recorded in Volume 7, Page 2, Lane County Oregon Plat Records, in Lane County, Oregon, prior to vacation of Block 31, said point also being 2520 feet South of and 105 feet West of the 1/4 section corner between Sections 27 and 34, in Township 19 South, Range 12 West of the Willamette Meridian, Lane County, Oregon; thence from said beginning point due West 350 feet, thence due North 250 feet, thence due East 350 feet, thence due South 250 feet, to the point of beginning, all in Lane County, Oregon, such property being further identified as Parcel Number 701 in the Lane County Tax Records, MAP Number 19123420.

035848/00002/3410959v1

A Quit Claim deed executed by Judy Bedsole, Trustee of the Bedsole Family Trust UTA dated January 21, 1999 for the benefit of the Summit Water Association, Inc. conveying any and all interest Judy Bedsole, Trustee of the Bedsole Family Trust UTA dated January 21, 1999 possesses in any easements and rights-of-way of record for the location, operation and maintenance of the "Water System" as such terms are defined under the Stipulated Agreement of record.

AFTER RECORDING, RETURN TO:

Summit Water Association, Inc.
P.O. Box 87
Westlake, OR 97493

QUITCLAIM DEED

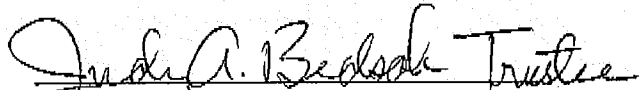
Judy A. Bedsole, Trustee of the Bedsole Family Trust UTA dated January 21, 1999 having her address at P.O. Box 95, Westlake, Oregon, 97493, Grantor, releases and quitclaims to Summit Water Association, Inc., an Oregon corporation having its address at P.O. Box 87, Westlake, OR 97493, Grantees, all right, title and interest in and to that certain real property located in Lane County, Oregon, and more particularly described on Exhibit A attached hereto.

The true consideration for this conveyance consists of or includes other property or value given or promised which is the whole 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, 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. 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.

DATED this 29 day of February, 2012.

GRANTOR:


Judy A. Bedsole, Trustee, Bedsole Family Trust
UTA dated January 21, 1999

STATE OF OREGON)
) ss.
County of Lane)

The foregoing instrument was acknowledged before me on February 29, 2012, by
Judy A. Bedsole as Trustee of the Bedsole Family Trust UTA dated January 21, 1999.

Laurel Latham
Notary Public for Oregon
My commission expires: 6-9-2015



EXHIBIT A

Any and all easements and rights-of-way of record that exist for the purpose of providing for the location and/or access for the operation and maintenance of the "Water System," as such terms are defined in that Stipulated Agreement approved by the Oregon Public Utility Commission under Order No. 12027 entered on January 30, 2012, in or over lands which are so encumbered and which may include, but are not limited to, the following properties:

Lots 1 through 9 inclusive in Block 31, Westlake Addition, Westlake, Oregon and recorded on Lane County Tax Records as Parcel Number 700, Map Number 19123420;

Lots 1 and 2 inclusive in Block 32, Westlake Addition, Westlake, Oregon and recorded on Lane County Tax Records as Parcel Number 3401, Map Number 19123424;

Lots as may be so encumbered and located in Block 29, WESTLAKE, as platted and recorded in Book 7, Page 2, Lane County Oregon Plat Records, in Lane County, Oregon and located on Lane County Tax Assessor Map Number 19123424; and

Lot 11 of Block 28, WESTLAKE, as platted and recorded in Book 7, Page 2, Lane County Oregon Plat Records, in Lane County, and recorded on Lane County Tax Records as part of Parcel Number 1500, Map Number 19123424.

A Quit Claim deed executed by Judy Bedsole, Trustee of the Bedsole Family Trust UTA dated January 21, 1999 for the benefit of Bonnie Lucas conveying a specified portion of the water right authorized under Water Right Certificate No. 85238.

AFTER RECORDING, RETURN TO:

Bonnie Lucas
P.O. Box 87
Westlake, OR 97493

QUITCLAIM DEED

Judy A. Bedsole, Trustee of the Bedsole Family Trust UTA dated January 21, 1999, having her address at P.O. Box 95, Westlake, Oregon 97493, Grantor, releases and quitclaims to Bonnie Lucas, having her address at P.O. Box 87, Westlake, OR 97493, Grantee, all right, title and interest in and to that certain real property located in Lane County, Oregon, and more particularly described on Exhibit A attached hereto.

The true consideration for this conveyance consists of or includes other property or value given or promised which is the whole consideration.

DATED this 29 day of February, 2012.

GRANTOR:

Judy A. Bedsole trustee
Judy A. Bedsole, Trustee, Bedsole Family Trust
UTA dated January 21, 1999

STATE OF OREGON)
) ss.
County of Lane)

The foregoing instrument was acknowledged before me on February 29, 2012, by Judy A. Bedsole as Trustee of the Bedsole Family Trust UTA dated January 21, 1999.

Laurel Latham
Notary Public for Oregon
My commission expires: 6-9-2015



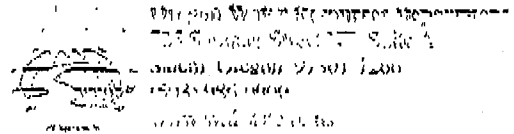
EXHIBIT A

A portion of the water right identified in the records of the Oregon Water Resources Department as Water Right Certificate No. 85238, which portion is equal to and does not exceed an amount currently authorized for domestic use for one house under such certificate.

035848 00002 3407566v1

Documents consisting of an "Evidence of Use Affidavit" and a "Consent by Deeded Landowner" executed by Judy Bedsole, Trustee of the Bedsole Family Trust UTA dated January 21, 1999 for the benefit of Bonnie Lucas as may be required by the Oregon Water Resources Department pursuant to the Stipulated Agreement of record.

Application for Water Right
Transfer
Evidence of Use Affidavit



Please print legibly or type. Be as specific as possible. Attach additional pages if you need more spacing.
Supporting documentation must be attached.

State of Oregon)
) ss

County of LANE)

I, JUDY A. BEDSOLE, in my capacity as TRUSTEE OF THE BEDSOLE FAMILY TRUST UTA DATED JANUARY 21, 1992,

mailing address P.O. Box 95, WESTLAKE, OR 97493

telephone number (541)997-1736, being first duly sworn depose and say:

1. My knowledge of the exercise or status of the water right is based on (check one):

- Personal observation Professional expertise

2. I attest that:

Water was used during the previous five years on the entire place of use for Certificate # 85238; OR

My knowledge is specific to the use of water at the following locations within the last five years:

Certificate #	Township	Range	Section	Acres	Year	City or Town	County

OR

- Confirming Certificate # _____ has been issued within the past five years; OR
- Part or all of the water right was leased instream at some time within the last five years. The instream lease number is: _____ (Note: If the entire right proposed for transfer was not leased, additional evidence of use is needed for the portion not leased instream.); OR
- The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.
- Water has been used at the actual current point of diversion or appropriation for more than 10 years for Certificate # _____ (For Historic POD/POA Transfers)

(continues on reverse side)

3. The water right was used for: (e.g., crops, pasture, etc.): DOMESTIC USE
4. I understand that if I do not attach one or more of the documents shown in the table below to support the above statements, my application will be considered incomplete.

Judith A. Beards
Signature of Affiant

2/29/2012
Date

Signed and sworn to (or affirmed) before me this 29 day of February, 2012.



Laurel Latham
Notary Public for Oregon

My Commission Expires: 6.9.2015

Supporting Documents	Examples
<input checked="" type="checkbox"/> Copy of a water right certificate that has been issued within the last five years. (not a remaining right certificate)	Copy of confirming water right certificate that shows issue date
<input type="checkbox"/> Copies of receipts from sales of irrigated crops or for expenditures related to use of water	<ul style="list-style-type: none"> • Power usage records for pumps associated with irrigation use • Fertilizer or seed bills related to irrigated crops • Farmers Co-op sales receipt
<input type="checkbox"/> Records such as FSA crop reports, irrigation district records, NRCS farm management plan, or records of other water suppliers	<ul style="list-style-type: none"> • District assessment records for water delivered • Crop reports submitted under a federal loan agreement • Beneficial use reports from district • IRS Farm Usage Deduction Report • Agricultural Stabilization Plan • CREP Report
<input type="checkbox"/> Aerial photos containing sufficient detail to establish location and date of photograph	Multiple photos can be submitted to resolve different areas of a water right. If the photograph does not print with a "date stamp" or without the source being identified, the date of the photograph and source should be added. Sources for aerial photos: OSU - www.oregonexplorer.info/imagery OWRD - www.wrd.state.or.us Google Earth - earth.google.com TerraServer - www.terraserver.com
<input type="checkbox"/> Approved Lease establishing beneficial use within the last 5 years	Copy of instream lease or lease number

STATE OF OREGON

COUNTY OF LANE

CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

FISH MILL LODGES
WESTLAKE, OR 97493

confirms the right to use the waters of AN UNNAMED SPRING, tributary to SILTCOOS LAKE, for DOMESTIC USE FOR THREE HOUSES AND A TWELVE CABIN MOTEL.

This right was perfected under Permit S-19784. The date of priority is AUGUST 18, 1950. The amount of water to which this right is entitled is limited to an amount actually used beneficially, and shall not exceed 0.035 CUBIC FOOT PER SECOND (CFS), or its equivalent in case of rotation, measured at the point of diversion from the source.

The point of diversion is located as follows:

Twp	Rng	Mer	Sec	Q-Q	GLot
19 S	12 W	WM	34	SE NW	2

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

A description of the place of use to which this right is appurtenant is as follows:

Twp	Rng	Mer	Sec	Q-Q	GLot
19 S	12 W	WM	34	SE NW	3

PLACE OF USE MORE EXPLICITLY DESCRIBED AS: ONE HOUSE EACH ON LOTS 9 AND 11, BLOCK 28; LOT 13, BLOCK 29; AND MOTEL ON LOTS 5, 6, 7, AND 8, BLOCK 28, PLAT OF WESTLAKE.

This certificate describes that portion of the water right confirmed by Certificate 68612, State Record of Water Right Certificates, NOT modified by the provisions of an order of the Oregon Water Resources Director entered December 9, 2008, and recorded in Special Order Volume 76, Page 818, approving a partial cancellation of a water right. This certificate supercedes Certificate 68612.

The issuance of this superseding certificate does not confirm the status of the water right in regard to the provisions of ORS 540.610 pertaining to forfeiture or abandonment.

The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described. The confirmed herein may be made only at times when sufficient water is available to satisfy all prior rights, including rights for maintaining instream flows.

WITNESS the signature of the Water Resources Director, affixed December 30, 2008.


Phillip C. Ward, Director

