#### WATER LINE EASEMENT

The undersigned, NORMAN G. STERNER, Grantor, conveys to Sun Mountain Water, Grantee, an easement on the following described real property in Deschutes County, Oregon:

The North forty (40) feet of the East ninety (90) feet of the NE1/4 SE1/4 Section 32, T.15S., R.11E., W.M.

The scope and location of this easement shall be pursuant to and limited by the power line easement which Grantor conveyed to Central Oregon Electric Cooperative, Inc. on the 27th day of April, 1994.

NOTARY:

State of

County of

The foregoing instrument was acknowledged before me this of May, 1994 by Year Helland, Notary Public for Notary Public, Cherokee County, Georgia

My Commission Expires November 1, 1997

Return to Sun mountain water Systems, Inc P.O Box 7096 Bend, Oregon 97708

COUNTY OF DESCHUTES) STATE OF OREGON

DESCHUTES COUNTY OFFICIAL RECORDS Š.

Cover letter for three Warranty Deeds and the 2015 Billing of the Water Trans Pipeline permit from the Forest Service, covering area from the Young Well to the 100,000 gallon reservoir.

Page -1 = Cover letter

Pages - 2-4 = Warranty Deed for Baker Trust to Holm Neumann contains utility easements for the <u>well</u> and the <u>pipeline</u> through their property. (16825 Delicious St. Acct. #8010)

Pages - 5-7 = Warranty Deed contains utility easements for World Business Trust Co. to Powell (Now owned by David Blakeslee – 16740 Barbara Way Acct. # 8020)

Pages – 8-10 = Warranty Deed contains utility easements for Katherine Miles to Rodney Marr (Now owned by Grant Bennett – 16790 Barbara Way Acct. #8060)

Page - 11 = Forest Service Special Use Permit billing for Pipeline across Forest Service land between Bennett & the 100, 000 gallon reservoir

Ron Fuller

ないのできない 45503 G 16854 THIS CONTRACT, Made this 2nd day of November ..... 19 . 77 , between \_ LAND DEVELOPERS SERVICE, LTD., an Oregon corporation..... ....., hereinalter called the soller, and JAMES J. AASUM OF PATTY LOUISE AASUM , hereinalter called the buyer, WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the selfer afrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following de-County, State of Oregon .... scribed lands and premises situated in Deschutes The Southern-most 15 acres of the Southwest Quarter of the Northwest Quarter of Section 8, Township 16 South, Range 11, EWM., FURTHER described as follows: Beginning at a point on the Southwest corner of the Southwest Quarter North approximately 495 ft.; thence East approx. 1320 ft.; thence South 495 ft.; thence West approx. 1320 ft. to the point of beginning. RESERVING a 30 ft. easement on the East, West and South boundaries for utility purposes. Inc. Domestic Water piped to the property line by Sun Mountain Water System, for the sum of Thirty Thousand----- Dollars (\$30,000.00 ) (hereinalter called the purchase price) on account of which Ten Thousand----hereby is acknowledged by the seller), and the remainder to be paid at the times and in amounts as follows, Twenty Thousand dollar balance payable as follows:
Monthly payments in the amount of \$405.53 each beginning Jan. 1st, 1978. 80C ( Domestic Water for 3 hookups will be guaranteed to the above property lines.) a eight west paid, bearest to be paid monthly or non. good and sufficient deed (the lurge of which hereby to approved by the buyer, the here and assigns, free and show of arcurbrances so of the date hered. and stated and other restrictions near of record, if any, and Rules, Regulations & Assessments of seller SELLET and and agreed between said parties that fine is all the seasons of the services, it as always required, or any of them, punctually within 30 days of the term level of themse, we alway the majorin shall have the influence of the term of the services and the services are the services and the services and the services are IN WITNESS WHEREOP, said parties have executed this instrument in triplicate; if either of the un-

---e change is requested, oil SEMO TITLE CONPANY internance shell be sent to internity more and editest. I SEMO TITLE CONPANY 196 H.W. WALL 45 to 19770F BENO TITLE COMPANY

Y60 37401 814 KNOW ALL MEN BY THESE PRESENTS, That an Oregon corporation LAND DEVELOPERS SERVICE, LTD. , hereinalter called the grantor, for the consideration hereinafter stated, to grantor paid by JAMES J. AASUM Or PATTY LOUISE AASUM , hereinalter called the grantee. does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that cartain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of . DESCHUTES .... and State of Oregon, described as follows, to-wit: The Southern-most 15 acres of the Southwest Quarter of the Northwest Quarter of Section 8, Township 16 South, Range 11, EWM. Further described as follows: Beginning at a point on the Southwest corner of the Southwest Quarter North approximately 495 ft.; thence East approx. 1,320 ft.; thence South 495 ft.; thence West approx. 1,320 ft. to the point of beginning, containing 15 acres more or less. RESERVING a 30 ft. easement on the East, West, and South for utility & road purposes. 3 Domestic Water hook-ups will be guaranteed & piped to the WATER: property line by Sun Mountain Water System, Inc. IIF PACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDEL To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully selzed in fee simple of the above granted premises, free from all encumbrances EXCEPT...... those of record & Rules, Regulations & Assessments of Sun Mountain Water System, Inc. and that gran or will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$3.0,000,00 R. H. market programment and the programment of the foreign of the programment of the pro Cindicate which).0 In construing this deed and where the context so requires, the singular includes the WITNESS WITNESS grantor's hand this ......2nd ...day of ... November ..... OMPREGON, County of Deschutes Retain # 0 appoared the above named .... Newel Pa and and accounted and the loregoing instrument to be their
Before me: Notary Public for Oregon My commission expires 8-27-78 O. H and applicable, should be deleted. See Chapter 442, Oregon Laws 1947, as amended by the 1947 Special Se Developers Service, Ltd. TE-OF OPEGON P.O. Box 467. Bend, OR, 53 97701 James J. AAsum NW Harrison Blvd. At 7th Corvallis, OR. E PENHOLLOW, C F CONVETANCES, HERERY CETTEY WAS RECORDED TO I, MARY SUE P RECORDER OF COUNTY, DO H HISTRUMENT W DESCRITTES James J ... AAsum BY.

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### 89-21150 STATUTORY WARRANTY DEED

190 - 1684

16825 Delicion

Rosella W. Baker, Trustee of the Newell Parley Baker Trust dated 9/27/82 and the Rosella Wheeler Baker Trust dated 9/27/82 , Grantor,

conveys and warrants to Holm W. Neumann and Susan E. Neumann, husband and wife, as to an undivided one-half interest; and Jean-Paul Nielsen and Joyce Nielsen, husband and wife, \*\*, Grantee. the following described real property free of liens and encumbrances, except as specifically set forth herein:

\*\*as to an undivided one-half interest; all as tenants in common.

See Attached Exhibit  ${}^{11}A^{11}$  Legal Description, which is incorporated herein and made a part hereof.

Deschutes County Tax Account #06-19 16 10 00 00 00802 and \$06-20 16 10 00 00 00803.

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

NAME, ADDRESS, 71P

3640 N. W. Samaritan Dr., Suite 160

Holm W. Neumann, et al

Corvallis, OR 97330

Also subject to a 30 foot easement around the existing "Sun Mountain Water System, Inc." well: \*

This transfer does not include the well, pump, underground water rights with well, water lines, or other periferral equipment or construction leading to or adjacent to the well.

This property is free of liens and encumbrances, EXCEPT: See reverse hereof.

\*\*This easement is to be used only for ingress, egress and repair work. No storage of materials or additional buildings will be permitted.

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.

APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFT APPROVED GOES.		
The true consideration for this conveyance is \$ 180,600	Of Here comply with the requirements of ORL 43.03	
DATED this	rley Baker Trust dated 9/27/82 and	
Utah STATE OF CARROWN, County of Utah )ss.  The foregoing instrument was acknowledged before me this 17th day of August 19 89 by Rosella W. Baker. Trustee of the Newell Parley Baker Trust dated 9/27/82 and the Rosella Wheeler Baker Trust dated 9/27/82	CORPORATE ACKNOWLEDGMENT STATE OF OREGON, County of	
Notary Public for XPASOR  My commission expires: 1, 8, 40	Notary Public for Oregon My commission expires:  SEAL	
Title Order No. 110821 Escrow No. DR 1224  After recolumn return to: Descrayes Escrow Company P. O. Box 236 Sisters, OR 97759	THIS SPACE RESERVED FOR RECORDER'S USE	



This property is free of liens and encumbrances, EXCEPT:

- 1. 1989-90 Taxes, a lien as of July 1, 1989, but not yet payable.
- 2. The premises fall within the boundaries of Squaw Creek Irrigation District and are subject to rules, regulations, assessments and liens thereon.
- 3. Subject to the rules, regulations and by-laws of Sun Mountain Water Systems, Inc.
- 4. Existing telephone, telegraph, power lines, roads, railroads, highways, ditches, canals and pipelines.
- 5. Lack of right of access to and from said land. The within described property does not appear of record to have access to a public street or way.
- 6. Subject to an easement for roadway purposes as set forth in instrument recorded November 18, 1974 in Book 213 at page 82 of Deed Records.
- 7. Power Line Easement, including the terms and provisions thereof, granted to Central Electric Cooperative, Inc., a cooperative corporation, as disclosed by instrument recorded May 8, 1984 in Book 55 at page 178 of Deschutes County Official Records.
- 8. Power Line Easement, including the terms and provisions thereof, granted to Central Electric Cooperative, Inc., a cooperative corporation, as disclosed by instrument recorded May 31, 1984 in Book 58 at page 580 of Deschutes County Official Records.

#### LEGAL DESCRIPTION

A tract of land being a portion of the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section Twelve (12), TOWNSHIP SIXTEEN (16) SOUTH, RANGE TEN (10), EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, and is more particularly described as follows:

Beginning at the Southwest corner of said Section 12; thence North 00° 04' 51" West along the West line of said Section 12 a distance of 657.93 feet; thence North 89° 29' 37" East along the South line of the tract of land described in the deed recorded in Volume 326, Page 775, Deschutes County Deed records 297.88 feet; thence South 00° 06' 13" West along the West line of the tract of land described in the deed recorded in Volume 233, Page 190, of said Deed records 203.97 feet; thence North 79° 03' 07" East along the Southerly line of the aforementioned tract 496.58 feet; thence North 00° 06' 13" East along the East line of the aforementioned tract 325.00 feet; thence North 89° 29' 37" East along the South line of the tract of land described in the deed recorded in Volume 245, Page 552, of said deed records 509.40 feet; thence North 00° 06' 13" East along the East line of the aforementioned tract 446.90 feet to the North line of said Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) thence North 89° 29' 37" East along said North line 21.10 feet to the Northeast corner of said Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4); thence South 00° 04' 23" West along the East line of said Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) 1314.42 feet; thence South 89° 25' 45" West along the South line of said Section 12 a distance of 1314.38 feet to the point of beginning.

The Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) and the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Twelve (12); The South Half of the Southeast Quarter of the Southeast Quarter (S 1/2 SE 1/4 SE 1/4) and the East Half of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter (E 1/2 NW 1/4 SE 1/4) of Section Eleven (11); the West Half of the the Northwest Quarter (W 1/2 NW 1/4) and the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) except the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4 SW 1/4) of Section Thirteen (13); and the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section Fourteen (14), all in TOWNSHIP SIXTEEN (16) SOUTH, RANGE TEN (10), EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon.

STATE OF OREGON

COUNTY OF DESCHUTES

MARY SUE PENHOLIOW, COUNTY CLERK AND COUNTY, DO HERRY CRITE, IN AND FOR SAID STRUMENT WAS RECORDED THIS DAY,

BY ALG 22 PH 1: 35

MARY SUE PENHOLLOW

89-21150 FEE 30

29306

CONTRACT-REAL ESTATE

THIS CONTRACT, Made this 7th day of WORLD BUSINESS TRUST CO.

May

, 19<sub>0</sub> between

and James Burch Powell .

, hereinafter called the seller, , hereinafter called the buyer,

Dollars (\$ 12,500.00)

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in \_\_\_\_\_ Deschutes \_\_\_\_\_ County, State of Cregon \_\_\_\_\_, to-wit:

The West One half of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 11, Township 16 South, Range 10, E.W.M., Containing approx. five (5) acres.

Twelve thousand five hundred

EXCEPT a thirty (30) foot easement along the South Bondary for road and utility purposes.

Seller agrees to furnish domestic water to the nearest property line of sald parcel. Seller reserves the right to meter the water at any time. Buyer agrees to pay a monthly water fee as determined by the owner of water company.

(hereinafter called the purchase price) on account of which. One thousand five huns Dollars (\$ 1.500.00.) is paid on the execution hereof (the receipt of which is hereby acleseller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$ 11.000.00.00.00.00.00.00.00.00.00.00.00.	tred knowledged by the
payable on the 20thday of each month hereafter beginning with the month of	m from April

monthly payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract.

The buyer warrants to and coverants with the seller that the real property described in this contract is 

(A) primarily for buyer's personal, ismity, household or agricultural purpose.

(B) for any expensation on fewer all house is a natural nor such is the horizon or commercial purposes, they have agricultural purposes.

all buildings now or hecasiter erected on said premises against loss or damage by line (with extended coverage) in an armount not less than \$ in a company; or companies astisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies or insurance to be delivered to the seller as soon as insured. Now it the buyer shall fail to pay any such liens, costs, water rents, tases, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a pay of the debt secured by this contract and shall bear interest at the rate alcressial, without waiver, however, of any right arising to the seller for buyer's breach of contract.

The seller agrees that at his expense and within 30 days from the date hereof, he will furnish unto buyer a title insurance policy in-

The seller agrees that at his expense and within 30 days from the date hereol, he will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement, save and excent the usual printed exceptions and the building and other restrictions and essements now of record, it any. Seller also agrees that when said purchase price is fully said and upon request and upon surrender of this agreement, he will deliver a good and sulficient deed conveying said premises in les simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under taller, excepting, however, the said essements and restrictions and the tarts, municipal liers, water rents and public charges so assumed by the buyer and further excepting all liers and encumbrances created by the buyer or his assigns. EXCEPT TROSE Of

record; and except taxes subsequent to Janually 2976;

\*IMPORTANT NOTICE: Delate, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if soller is a creditor, or such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; for this purpose, use Stevens-News Form No. 1300 or similar. 1001 or similar.

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SELLER'S NAME AND ADDRESS  DUYER'S NAME AND ADDRESS  ther retording ration to:	STATE OF OREGON,  County of Lize La, I certify that the win ment was received for rec day of	thin instru- ord on the , 19.80 and recorded 3.31or nt/fee/file/
NAME, ADDRESS, ZIP	Witness my hand a	nd seal o
Intil a change is requested all tax statements shall be sent to the following address.	Rosemary Patter	son
A WOODPINE ZIP	By Strue In will	ren Deputy

16740 Barbara Way act 8020

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within 20 days of the time limited therefor, or fail to keep any agreement herein contained, than the seller at his option shall have the following rights: (1) to declare this contract null and void. (2) to declare the whole unpaid principal balance of said purchase price with the interest therein at once due and payable. (3) to withdraw said deed and other documents from estraw and/or (4), to breclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in layor of the buyer as alainst the seller hereunder shall interest created and all other rights acquired by the buyer hereunder shall interest to and revers in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, evaluation or compressation for moners paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made, and in case of such default all payments therefolter made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of such default all payments therefolter made on this contract as such distall, shall have the right immediately or a may time rheresties, to enter upon the land alterestied, without any process of law, and take immediate possession thereof, together with all the improvements and apputtenances thereon or thereof.

the land aforesaid, without any process of law, and take immediate possession increas, together, the buyer burther agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his hight hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

#### 12,500.00

The true and actual consideration paid for this transfer, stated in terms of dollars, is 3. (However, the actual consideration consists of or includes other property or value fiven or promised which is part of the consideration (indicate which).)

In case suit or action is instituted to toreclose this contract any provision bered, the losing party in said suit or action and it an appeal is taken from any pudfinent or decree of such rial court, the losing party further promises to pay such sum as the appealance our shall adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and it an appeal is taken from any pudfinent or decree of such rial court, the losing party further promises to pay such sum as the appealate court shall adjudge reasonable as the prevailing party in the construct, it is understood that the seller or the buyer may be more than one person or a corporation, that if the context so requires, the singular promotes shall be taken to men make the purely the termines and the neutre, and that generally all grammatical changes shall be made and insure to the benefit of, as the circumstances are not only the immediate parties hereto but their respective helps, executors, administrators, personal representatives, successors in interest and assigns as well.

In a successor is a successor in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

Shassu sentance between the symbols @. if not applicable, should be deleted. See ORS 93.09021d Business Trust CO. STATE OF GREGON. STATE OF OREGON, County of ... ) 38. country of deschutes 350 Personally appeared the above named Personally appeared who, being duly sworn. each for himself and not one for the other, did say that the former is the Sharon B. Paterson, President & president and that the latter is the Secretary for World Business Trust secretary of Co and acknowledged the foregoing instruvoluntary act and deed. ment to be and that the seal affixed to the loregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of COFFICIAL A Service of the property of the pro them acknowledged said instrument to be its voluntary act and deed. DEPPLIE Before me: (SEAL) Notary Public for Oregon My commission expires:

ORS 93.835 (I) As instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument exercised synchrony property are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be convered. Such instrument or a memorandum thereof, shall be recorded by the conveyor not later than 13 days after the instrument is executed and the paragraph of the conveyor of the title to be converged. Such instrument of the instrument is executed and the paragraph of the conveyor of the conveyor not later than 13 days after the instrument is executed and the paragraph of the conveyor of the conveyor not later than 13 days after the instrument is executed and the paragraph of the conveyor of the conveyor not later than 13 days after the instrument is executed and the paragraph of the conveyor of the conveyor not later than 13 days after the instrument is executed and the paragraph of the conveyor of the conveyor not later than 13 days after the instrument is executed and the paragraph of the conveyor of the conveyor not later than 13 days after the instrument is executed and the paragraph of the conveyor not later than 13 days after the instrument is executed and the paragraph of the conveyor not later than 13 days after the instrument is executed and the paragraph of the conveyor not later than 13 days after the instrument is executed and the paragraph of the conveyor not later than 13 days after the instrument is executed and the paragraph of the conveyor not later than 13 days after the instrument is executed and the paragraph of the conveyor not later than 13 days after the instrument is executed and the paragraph of the conveyor not later than 13 days after the instrument is executed and the conveyor not later than 13 days after the instrument is executed and the conveyor not later than 13 days after the instrument is executed and the conveyor not later than 13 days after the instrument is executed and the conv

(DESCRIPTION CONTINUED)

16 805 TYPE SPEC INT. IN REAL PROP. TAX LOT NUMBER TWP.S. RGE. E. SEC. 1/4 1/16 MAP NUMBER

OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTY
DESCRIPTIONS OFFICE

FORMERLY PART OF T.L. NO.

CITY

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Grant Bennett 16790 Barbara Way act 8060



# 87-10283

0146-0305

#### STATUTORY WARRANTY DEED

Kathrvn L. Miles

Grantor.

conveys and warrants to Rochey D. Marr. as to an undivided one-half (%) interest. at Klemm. as to an undivided one-half (%) interest, not as tenants in common\*\* the following described real property free of liens and encumbrances, except as specifically set forth herein:

\*\*But with the right of survivorship

The East Half of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter (Ez NE% SE% SE%) of Section Eleven (11), Township Sixteen (16) South, Range Ten (10), East of the Willamette Meridian, Deschutes County, Oregon.

Except a thrity foot (30') easement along the South Boundary for road and utility purposes and an easement along the East boundary of said property for existing road and utility.

This property is free of liens and encumbrances, EXCEPT:

1. The premises fall within the boundaries of Tumalo Irrigation District and are subject to rules, regulations, assessments and liens thereon.

2. Existing telephone, telegraph, power lines, roads, railroads, highways, ditches, canals

and pipelines.

3. Easement, including the terms and provisions thereof, for ingress and egress and a driveway granted to Myron Gustafson and Marian A. Gustafson, husband and wife, as disclosed by instrument recorded July 23, 1986 in Book 128 at page 374 of Deschutes County Official

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.

The true consideration for this conveyance is \$ 22	00.00	liters comply with the	requirements of CAS 55 300y
DATED this 20 day of May	19_87		And the state of t
Kathrum L. Miles			
Kathryn L. Miles	American de la companya de la compan		
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TATE OF OREGON, County of Deschutes	)ss. STATE OF OREGO	N, County of	)58.
The foregoing instrument was acknowledged	before The foregoing in	trument was acknow	vieriged before
e this QQ day of May 19	87 me this	day of	19
Kathryn I. Miles	by		and
	of		W/DIP prizakovina birrilganischanoson
and of Kan Jan Out	a corporation, on bel	nalf of the corporation	).
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My commission expires:	-21-90 My commission ex	pires:	
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DESCHUTES COUNTY TITLE P. O. BOX 323 BEND, OREGON 97701

97759 .

NAME, ADDRESS, ZIP ed all can statements aheal be tent to the folio

Sisters, OR

WARRANTY DEED Hadividual or Car

WARRANTY DEED

0094-0803

KNOW ALL MEN BY THESE Baker, husband and wife	PRESENTS, That Ne	wel P.	Baker	and Ro	sella	Wi
beginning called the seenter for the co	maideration hereinalter stat	ed, to tra	ntor naid b	v Land	Deve!	lop

Service, Ltd., an Oregon Corporation ....., hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Deschutes and State of Oregon, described as follows, to-wit:

The East Half of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 11, Township 16 South, Range 10, E.W.M. containing approx. 5 acres

EXCEPT a 30 foot easement along the South boundary for road and utility purposes and an easement along the East boundary of said property for existing road and utility.

(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. And said granter hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances

Except those of record.

and that

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

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$5.,000 .00...... OHowever, the actual consideration consists of or includes other property or value given or promised which is consideration (indicate which). (The sentence between the symbols (), It 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 ... 24thday of ... November ...... if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

STATE OF OREGON, County of. STATE OF OREGON. County of Deschutes... Personally appeared Nov. 24 each for himself and not one for the other, did say that the former is the Personally appeared the above named Newel ... president and that the latter is the Baker and Rosella W. Baker secretary of ... MOTARY and that the seal attized to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and sach of their and acknowledged the foregoing instrument 1990 BLFC ....voluntary act and deed. acknowledged said instrument to be its voluntary act and deed, (OFFICIAL (OFFICIAL P. ON) SEAL) """ Wolary Public for Oregen Notary Public for Oregon

My commission expires: 8-27-78 My commission expires:

Newel P. & Rosella W. Baker Rt. 2 Box 1130 Bend, OR. 97701 Land Developers Ser. Ltd. Rt. 2 Box 1154 A Bend. OR. 97701 KATHRYN MILES 1021 Coburg Rd. Eugene, OR 97401

NAME, ADDRESS, 219

MECORDER'S US

County of ..... I certify that the within instrument was received for record on the \_\_\_\_day of \_\_\_\_\_\_19\_\_\_\_ at.....o'clock.....M., and recorded ....on page...... or as file/reel number ..... Record of Deeds of said county.

STATE OF OREGON,

Witness my hand and seal of County affixed.

0094-0804

STATE OF OREGON ) SS.

I. MARY SUE PENHOLLOW, COUNTY CLERK AND RECORDER OF CONVETANCES, IN AND FOR SAID COUNTY, DO NEREST CERTIFY THAT SHE WITHIN INSTRUMENT WAS RECORDED THIS DAY:

> 1985 HAY -2 PN 1: 40 MARY SUE PENHOLLOW COUNTY CLERK

COUNTY CLERK

Wardur DEPUT

11

USDA FOREST SERVICE 1. BILL DATE: 11/25/2014 PAGE: 1 OF 1 BILL FOR COLLECTION DAY BY MATL ADDRESS: TO ENSURE PROPER CREDIT PLEASE HAVE YOUR BILL AVAILABLE AND CHOOSE ONE OF THE FOLLOWING OPTIONS: USDA FOREST SERVICE C/O CITIBANK . PAY ONLINE AT: WWW.FS.FED.US/BILLPAY P.O. BOX 301550 . PAY BY MAIL. INCLUDE A COPY OF THIS BILL WITH YOUR PAYMENT. PLEASE INCLUDE THE BILL NUMBER ON YOUR CHECK OR MONEY ORDER. DO LOS ANGELES, CA 90030-1550 NOT SEND CASH. PLEASE MAKE YOUR PAYMENT FOR THE EXACT AMOUNT DUE. MAKE YOUR PAYMENT PAYABLE TO : USDA FOREST SERVICE (SEE ADDRESS AT RIGHT) . AMOUNT DUE: TO: SUN MOUNTAIN WATER SYSTEM PO BOX 9295 BEND, OR 97708 UNITED STATES 2. NET AMOUNT DUE: \$282.79 3. DUE DATE: 01/01/2015 4. BILL NUMBER: BF 060101R0122 . 0003326763 5. PAYER CODE: 6 AGREEMENT NO. CONTRACT NO: 7. DESCRIPTION: 8. REMARKS: 9. PRINCIPAL: \$282.79 FAILURE TO PAY FEES BY DUE DATE CONSTITUTES NON-COMPLIANCE 10. INTEREST: WITH AUTHORIZATION. 11. ADMINISTRATIVE COSTS: 12. PENALTY: 13. AMOUNT DUE: \$282.79 14. ADJ. + CREDIT: \$.00 15. NET AMOUNT DUE: \$282.79 NOTE: PLEASE SEND ALL CORRESPONDENCE, INQUIRIES, AND CHANGE OF ADDRESS TO: BEND/FORT ROCK RANGER DISTRICT 541-383-4000 63095 DESCHUTES MARKET RD. BEND, OR 97701-9794 FAILURE TO MAKE PAYMENT BY DUE DATE WILL RESULT IN THE ASSESSMENT OF LATE PAYMENT CHARGES (INTEREST, ADMINISTRATIVE COST,AND/OR PENALTY CHARGES) IN ACCORDANCE WITH YOUR CONTRACT, PERMIT,OR THE DEBT COLLECTION ACT OF 1982, AS AMENDED. POSTMARKS ARE NOT HONORED. AMOUNT DATE/PERIOD DESCRIPTION 2720 SPECIAL USES SIS255 01/01/2015 To Sisters Ranger District \$282.79 915 WATER TRANS PIPELINE < 12" D PERMIT ISSUED: 02/21/2008 12/31/2015 FOR OFFICIAL USE ONLY 18. AMOUNT 16. ORG 17. JOB \$282.79 0601 89830115 SUN MOUNTAIN WATER SYSTEM INC. 3896 S LAMONE WAY MERIDIAN, ID 83642 BANK OF THE CASCADES

05 01352

511º E 90 2

1232060241

# STATUTORY WARRANTY DEED

		ne Newell Parley Baker Trust dated September 27,
1982	and the Rosella Wheeler Baker Trust Dated Se	eptember 27, 1982 , Grantor,
	conveys and warrants to Noah James Booher, III ar	nd Nikki Sue Ticen, not as tenants in common,
	but with the right of survivorship	, Grantee.
	the following described real property free of liens and encun	nbrances, except as specifically set forth herein:
	A parcel of land situated in the West one-ha	alf of Section One (1), Township Sixteen (16)
	South, Range Ten (10) East, Willamette Meric	lian, Deschutes County, Oregon, being more
	particularly described as follows: Commence	ing at a 5/8" iron rod at the Northwest corner o
	said Section 1; thence South 00° 01' 22" Eas	st, on the West line of said Section 1, 60.00 fe
	to a 5/8" iron rod at the True Point of Begi	inning of this Parcel; thence North 89° 57' 20"
	East, on a line 60.00 ft. Southerly from and	parallel to the North line of said Section 1,
	also being the South right-of-way line of "	Varco Road", 1025.43 feet to a 5/8" iron rod;
	thence South 00° 11' 31" East, 242.16 feet t	to a 5/8" iron rod; thence 38° 09' 32" West,
	1660.01 feet to a $5/8$ " iron rod on the West	line of said Section 1; thence North 00° 01'
	22" West, on said West line, 1546.64 feet to	the True Point of Beginning. (see reverse
	hereof, item numbered 1 for addition) Subject to this exclusive easement which gra	ants "Sun Mountain Water System, Inc.", the righ
	to ingress and egress over and across said I	parcel(s) of land for the purpose of maintenance
	and upkeep of the existing "Sun Mountain Wat	ter System, Inc." water storage and disbribution
	system. **Also, Subject to the rights of thos	se who benefit by existing "Three Creeks Water
	Rights" for ingress and egress over and acro	oss said parcel of land for the purpose of
	maintenance and upkeep of the reservoir and	ditch system. **(See reverse hereof, item numbe 2 for addition)
	This property is free of liens and encumbrances, EXCEPT:	1. 1988-89 taxes, a lien as of July 1, 1966, bu
not	vet payable. 2. Potential additional tax de	eferred in the amount of \$2,466.72, disclosed by
the 1	Deschutes County Tax Rolls. 3. The premises	s fall within the boundaries of Squaw Creek Iffi
gati	on District and are subject to rules, regulat	tions, assessments and liens thereon. 4. Subjec
to th	he Rules, Regulations and By-Laws of Sun Mour	ntain Water System, Inc. 5. Existing telephone,
tele:	graph, power lines, roads, railroads, highway	ys, ditches, canals and pipelines.*(see below)
	THE INSTRUMENT WILL NOT ALLOW USE OF TH	IE PROPERTY DESCRIBED IN THIS INSTRUMENT IN
	WOLATION OF ADDITION IS LAND USE LAWS AN	D REGULATIONS, BEFORE SIGNING OR ACCEPTING
	THIS INSTRUMENT THE PERSON ACOURING FEE 1	ITTLE TO THE PROPERTY SHOULD CHECK WITH THE
	APPROPRIATE CITY OR COUNTY PLANNING DEPA	RIMENT TO VERIFY APPROVED USES.
		(Here comply with the requirements of ORS 93.030)
	The true consideration for this conveyance is \$19,500.00	*6. Rights of the public in and to any
		portion of the herein described premises
	/	
	DATED this day ofOctober, 1988	
	Rosella W. Bakel	highways. 7. Easement Agreement, includ
		the terms and provisions thereof, for acc
	Rosella W. Baker, Co-Trustee of the Newell	by and between Land Developers Service, L
	Parley Baker Trust dated 9/27/82 and the	an Oregon Corporation, First Party, and I
	Rosella Wheeler Baker Trust dated 9/27/82	M. Campbell, Second Party, dated December 15, 1979 and recorded January 14, 1980 in
		Book 315 at page 16 of Deed Records.
	Utah I.I.	CORPORATE ACKNOWLEDGMENT
	STATE OF CREATION County of (1-6) )ss.	STATE OF OREGON, County of)ss.
		The first transport was a demonstrated and hefere
	The foregoing instrument was acknowledged before	The foregoing instrument was acknowledged before
	me this day of <del>Oregon</del> (c+ 1988_	me this day of 19
	by Rosella W. Baker, Co-Trustee of the	by and
	Newell Parley Baker Trust dated 9/27/82 and	by
	the Rosella Wheeler Baker Trust dated	of,
	9/27/82	a corporation, on behalf of the corporation.
	Win Kunglungh	
	Utah	Natory Bublic for Oregon
	Notary Public for KNYXXXX	Notary Public for Oregon
	My commission expires: 5-1-198	My commission expires:  SEAL
	SHAI:	JEAL



Continued from reverse hereof:

1. Excepting therefrom there is excluded from this transfer the following: The well, pump, underground water rights with well, water lines, or other periferral equipment or construction leading to or adjacent to the well.

2. Including a 30' easement around the existing well.

# Deschutes County Planning Commission

#### 1507 EAST FIRST STREET . PHONE 389-1101 BEND, OREGON 97701

Expiration Date: Sept. 26, 1972 SUBDIVISION APPROVAL LETTER Deschutes County Planning Commission Meeting of April 27, 1971

PRELIMINARY PLAT NO. 21 "Sun Mountain Ranches 1st Addition"

Subdivider: Newell Baker

Engineer, E. G. Mansfield

Bend, Oregon 97701

Rt. 2, Box-H30-1/54-A Surveyor: P. 0. Box 593

Redmond, Oregon 97756

#### Gentlemen:

This is to advise you that your preliminary PLAT NO. 21 has been approved by the Deschutes County Planning Commission at its meeting of April 27, 1971 pursuant to the provisions of County Subdivision Ordinance No. PL-2 subject to the following Subdivision Committee recommended conditions of approval:

- The subdivision shall be developed to "RURAL SUBDIVISION" standards as provided by the subdivision ordinance.
- 2. The R/W width for 2nd Street dedication shall be 60 ft. An additional dedication of 30 ft. will be necessary on the property lying south of subject plat.
- 3. Public Utility Easements (P.U.E.) shall be provided along rear lot lines as provided by ordinance, and, in addition, as stated by Central Electric Coop.
- 4. Water supply, sewage disposal and lot area provisions shall be in accordance with County Health Department letter dated April 22, 1971
- 5. Streets shall be improved to "rural subdivision" standards with a total road bed thickness of 10 inches compacted cinders. Improvement plans, as may be required by the County Road Dept., shall be submitted along with a bond and performance agreement as required by the Subdivision Ordinance prior to approval of the final plat.

DESCHUTE'S COUNTY PLANNING COMMISSION Don Hinman, Chairman

Lorin D. Morgan

Planning Director

Mr. Newell Baker Rt. 2, Box 1130 Bend, Oregon

Dear Mr. Baker:

We have received from Loren Morgan a preliminary plat of Sun Mountain Ranches 1st Addition. Morgan asks that we submit to the planning dept. our comments or suggestions.

We are requesting that a utility easement be granted from 2nd street to 4th street through the center of the tract; along the So, line of Lot 9; No. portion of Lot 10 (3rd st. extension); No, Lot line of Lot 3; South portion of Lot between Lots 1 & 2 (from cul-de-sac East to No. line of 3rd St.) and 10 ft. along the North line of the tract to conform to Sec. 304 para A Deschutes County subdivision ordinance. The plat, with our requests marked in red, is being returned to Mr. Morgan's office.

Enclosed are Central Electric's policy bulletins 21, 28 & 33.

We will welcome a conference with you and/or your surveyor on this matter if you so desire.

Very truly yours,

Don Hinman Power Use Advisor

DH:gc Encl.

#### WATER LINE EASEMENT

The same property of the same

The undersigned, NORMAN ( , Grantor, conveys to Sun Mountain Water, Grantee, an easement on the following described real property in Deschutes County, Oregon:

The North forty (40) feet of the East ninety (90) feet of the NE1/4 SE1/4 Section 32, T.15S., R.11E., W.M.

The scope and location of this easement shall be pursuant to and limited by the power line easement which Grantor conveyed to Central Oregon Electric Cooperative, Inc. on the 27th day of April,

Norman G. Sterner

NOTARY: State of

BFIC.

Return to Sun mountain water Systems, Inc P.O Box 7096 Bond, Oregon 97708

I. MARY SUE PENHOLLOW, COUNTY CLI RECORDER OF CONVEYANCES, IN AND FI COUNTY, DO HEREBY CERTIFY THAT THE INSTRUMENT WAS RECORDED THIS DAY;

ONBE

## 260 - 1807

Car.

THIS AGREEMENT, Made and entered into this 20th ... day of December ..., 19.91.
by and between Jesse and Jean Dingman, husband and wife

WITNESSETH:

hereinafter called the first party, and Sun Mountain Water Systems...Inc...., hereinafter called the second party;

WHEREAS: The first party is the record owner of the following described real estate in ... County, State of Oregon, to-wit:

The East Half of the North Half of the Southeast Quarter of the Northwest Quarter ( $E_2^1$   $N_2^1$   $SE_2^1$   $NN_3^1$ ) Section 31, Township 15 South, Range 11 East of the Willamette Meridian, Deschutes County, Oregon.

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

A twenty foot construction easement along the eastern boundary from the north to the south of the above described real estate for a period of two years or no later than September 1, 1993.

no later than September 1, 1993.

From the completion date of construction, this easement converts to a five foot water line easement along the eastern boundary from the north to the south of the above described real estate to serve the Pete Herting residence or his successors.

\*\*See Addendum A for Special Conditions

(Insert here a full description of the nature and type of the easement granted to the second party.)

The second party shall have all rights of ingress and egress to and from said real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of .this.time.forward......, always subject, however, to the following specific conditions, restrictions and considerations:

If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

distant from either side thereof.  During the existence of this easement, i responsibility of (check one):  both parties, with the first party being responsibility.  If the last alternative is selected, the tries agreement shall bind and inure to immediate parties hereto but also their respectivell.  In construing this agreement, where the communication is a corporation, it has caused person duly authorized to do so by its board of IN WITNESS WHEREOF, the parties	y; ∑ the second party sible for	v;  both parties, share and share alike; and the second party being responsible for ted to each party should total 100.) circumstances may require, not only the dministrators and succesors in interest as singular includes the plural and all gram- ally to individuals and to corporations. If
responsibility of (check one):  the first party both parties, with the first party being respon	y; ∑ the second party sible for	v;  both parties, share and share alike; and the second party being responsible for ted to each party should total 100.) circumstances may require, not only the dministrators and succesors in interest as singular includes the plural and all gram- ally to individuals and to corporations. If
both parties, with the first party being respon	nsible for% ar the percentages allocal the benefit of, as the ive heirs, executors, and ontext so requires, the ement shall apply equits name to be signed directors.	nd the second party being responsible for ted to each party should total 100.) circumstances may require, not only the dministrators and succesors in interest as singular includes the plural and all gramally to individuals and to corporations. If
	the percentages allocat the benefit of, as the ive heirs, executors, a ontext so requires, the ement shall apply equ its name to be signed directors.	ted to each party should total 100.) circumstances may require, not only the dministrators and succesors in interest as singular includes the plural and all gram- ally to individuals and to corporations. If
This agreement shall bind and inure to immediate parties hereto but also their respect well.  In construing this agreement, where the commedical changes shall be made so that this agree the undersigned is a corporation, it has caused person duly authorized to do so by its board of the control of the contr	the benefit of, as the ive heirs, executors, and ontext so requires, the ement shall apply equilits name to be signed directors.	circumstances may require, not only the dministrators and succesors in interest as singular includes the plural and all gram- ally to individuals and to corporations. If
This agreement shall bind and inure to immediate parties hereto but also their respect well.  In construing this agreement, where the commedical changes shall be made so that this agree the undersigned is a corporation, it has caused person duly authorized to do so by its board of the control of the contr	the benefit of, as the ive heirs, executors, and ontext so requires, the ement shall apply equilits name to be signed directors.	circumstances may require, not only the dministrators and succesors in interest as singular includes the plural and all gram- ally to individuals and to corporations. If
immediate parties hereto but also their respect- well.  In construing this agreement, where the contact changes shall be made so that this agree the undersigned is a corporation, it has caused person duly authorized to do so by its board of	ive heirs, executors, and ontext so requires, the ement shall apply equits name to be signed directors.	dministrators and succesors in interest as singular includes the plural and all gramally to individuals and to corporations. If
well.  In construing this agreement, where the cr matical changes shall be made so that this agree the undersigned is a corporation, it has caused person duly authorized to do so by its board of	ontext so requires, the ement shall apply equ its name to be signed directors.	singular includes the plural and all gram- ally to individuals and to corporations. If
matical changes shall be made so that this agree the undersigned is a corporation, it has caused person duly authorized to do so by its board of	ement shall apply equ its name to be signed directors.	ally to individuals and to corporations. If
matical changes shall be made so that this agree the undersigned is a corporation, it has caused person duly authorized to do so by its board of	ement shall apply equ its name to be signed directors.	ally to individuals and to corporations. If
the undersigned is a corporation, it has caused person duly authorized to do so by its board of	its name to be signed directors.	
person duly authorized to do so by its board of	directors.	and its seal affixed by an officer or other
IN WITNESS WHEREOF, the parties		
	hereto have executed	this easement in duplicate.
Dated Feb 21 1992	1	
	///	1 01
View all manus	2 Claves	1 C Sahen
O gon It Union and	Sun Mounta	in Water Systems, Inc. by:
FIRST PARTY	v.a.v.tub.	SECONS PARAMETERS OF THE STALL
(If executed of a corporation, affix corporate seal and use the form of acknowledgment apposite.)		MARIA L COVERI
use the form of acknowledgment opposite.)		可用で設置 NOTAR PUBLIC - OREGON
STATE OF OREGON, Mevada )	STATE OF OREGON,	COLUMNICATION MO. 009362
County of Washue ss.	County of Desc	hutes
,	Country of	)
This instrument was acknowledged before me on	192 by Davi	knowledged before me on March 30 d L. Baker
	75	u L. Dakel
Jasse E Dingman, Ir and	as Fresident	- II 2 · - 7
Jean H. Djngman	of	n Water Systems, Inc.
	· V trong	¥ 1 h, 10 h
Je antigoth miles	- 1 1 regurd	N'ACUT U
Notary Public for Oregon	Notary Public for Orego	(00.47)
M CORPORATION AND MAS	My commission expires:	9-8-95 (SEAL)
Notary Public State of Navada		
Appointment Percent To Harling County		STATE OF OREGON,
MY APPOINT TO THE REPORT AND 1995		County of
manus manus de la constanta de		I certify that the within instru-
BETWEEN		ment was received for record on the
		day of
		at
		in book/reel/volume Noor
AND		
	SPACE RESERVED	page or as fee/file/instru-
	FOR	ment/microfilm/reception No
	RECORDER'S USE	Record of
		of said County.
AFTER RECORDING RETURN TO		Witness my hand and seal of
		County affixed.
		/
		***************************************
		NAME TITLE
		By Deputy

#### AGREEMENT FOR EASEMENT

#### ADDENDUM A

#### SPECIAL CONDITIONS:

- This easement is for one water line to serve one residence off and the residence of the owner of the described real estate should he purchase that water in the future.
- 2. Remove all debris resulting from construction and/or maintenance activities.
- 3. Reseed all disturbed areas with vegetation similar to what existed before construction or maintenance activities.

Dated Fell

,1992

Jean Il lingment

21

Second Party

STATE OF OREGON ) SS.

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

92 MAR 30 PM 3: 01

COUNTY CLERK

/ 3UN MOUNTAIN WATER SETEMS INC PBOX 7096

BEND, OK 97708

BY. Alace DEPUTY NO. 192-09327 FEE 43000

DESCHUTES COUNTY OFFICIAL RECORDS

**建设管理等等** 

KNOW ALL MEN BY THESE PRESENTS, That NEWELL P. BAKER and ROSELLA W. BAKER husband and wife

hereinalter called the grantor, for the consideration hereinalter stated, to grantor paid by LORI NEERMAN, a single person

, hereinafter called

the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of DESCHUTES and State of Oregon, described as follows, to-wit:

-----LOT 1, BLOCK 8 SUN MOUNTAIN RANCHES, EXCEPT the Vall, Pump House and a 100 ft. radius around this existing well.----

No septic tank, leach lines or livestock, or any other objects that would hamper the purity of water from said well, will be located on said 100 foot radius around the well.

(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. And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that granter is lawfully seized in fee simple of the above granted premises, free from all encumbrances EXCEPT those of record and rules, regulations and assessments of Sun Mountain Water System, Inc.

grantor will warrant and lorever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrance

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 5,000.00 HARÁHK KHINAK AK ARHY MIKK KE KEMBEK KHINE KHINEKEK KE AL KRINEKEK KHIMBEKKY KA BEKKYANAK KHINEK KÉMBEKT the whole the state of the state of the sentence between the symbols 0, if not applicable, should be deleted. See ORS 93,030.) In community was deed and where the context so requires, the singular includes the plural and all grammatical changes out to implied to make the provisions hereof apply equally to corporations and to individuals.

M Witness Whereof, the grantor has executed this instrument this 3rd day of April if a supporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by

order of its board of directors.

County of Deschutes April 3

Personally appeared the above named
Newell P. Baker and Rosella W. Baker

0 1 and acknowledged the toregoing instru-... voluntary act and deed.

Offician Public for Oregon My economission expires: 8-27-78 STATE OF OREGON, County of Deschutes.

April 3 ....., 1978 .

Personally appeared

who, being duly sworn.

each for himself and not one for the other, did say that the former is the president and that the latter is the

secretary of

a corporation, and that the seal affixed to the furegoing instrument is the corporation, of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

(OFFICIAL

Notary Public for Cregon My commission expires:

Newell P. and Rosella W. Baker 66079 Hwy. 20 Bend, OR 97701

Lori Neerman 4194 N. Hwy. 20 Corvallis, OR 97330
GRANTEE'S NAME AND ADDRES

NAME, ADDRESS, ZIP Until a change is requested oil tax statements shall be sent to the fallowing address.

BEND TITLE MADERANYSS, ZIP 535 N.W. WALL, BEND, OR 97701 STATE OF OREGON,

28094

SPACE RESERVED FOR

RECORDER'S USE

County of deschules

I certify that the within instrument was received for record on the 19 day of County, 19.78, at 8.60 o'clock fi. M., and recorded in book 27/ on page 848 or as

file/reel number Record of Deeds of said county.

Witness my hand and seal of County affixed.

Rosemary Patterson

By Layle asbury Deputy

169 - 1076

GRANTOR: Ronald A. Anderson

#### CONVEYS AND WARRANTS TO

GRANTER Charles H. Crockett and Debra H. Crockett, Husband and Wife

the following described real property free of encumbrances except as specifically set forth herein; Lot 1, Block 8, SUN HOUNTAIN RANCHES, except the well, pump house and 100 feet radius around this existing well. SUBJECT TO:

- 1. Taxes for the fiscal year 1988-89, a lien in an amount to be determined, but not yet payable. Account No.: 15-11-33-C0-100 Code: 6-12
- 2. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Squaw Creek Irrigation District.
- 3. An easement created by instrument recorded January 9th 1970 in Book 168, Page 208, Deschutes County Deed Records.
- 4. Regulations, including levies, assessments, if any, of Sun Mountain Water System, Inc.
- 5. Covenants, conditions and restrictions imposed by instrument recorded April 19th 1978 in Book 271, Page 846, Deschutes County Deed Records.

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 appropriate city or county planning department to verify approved uses.

GRANTOR

The true and actual consideration for this transfer is \$ 37,950.00 If grantor is a corporation, this has been signed by authority of the Board of Directors, with the seal of said corporation affixed,

DATED: August 27, 1988

or ordion, beans of Deschutes

1988

WARRANTY DEED

AFTER RECORDING RETURN TO

Key Escrow Company P. O. Box 6178 Bend, OR 97708

Attn: Marsha

June 25th 1990

TO CROCKETT

August: 29

ANDERSON

ted, all tex stotements shall be sent to the following address: Charles H. Crockett and Debra M. Crockett 18079 2nd Avenue, Bend, OR State of Oregon, County of rs, stated that he is the perpension and that the real affined hereto is its real and that

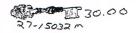
his actuate

Hotery

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KS

27



#### WARRANTY DEED (Statutory Form)

217 - 1638

#### 90-25951

GRANTOR: Charles H. Crockett and Debra M. Crockett

CONVEYS AND WARRANTS TO

GRANTEE: Willie R. Melton, Jr. and Letha M. Melton, Husband and Wife

the following described real property free of encumbrances except as specifically set forth herein: Lot 1. Block 8, SUN MOUNTAIN RANCHES, except the well, pump house and a 100 ft. radius around this existing well

#### SUBJECT TO:

- 1. Taxes for the fiscal year 1990-91, a lien in an amount to be determined, but not yet payable. Account No.: 15-11-33-C 100 Code: 6-12
- 2. An easement created by instrument, recorded January 9th 1970, in Book 168, Page 208, Deschutes County Deed Records.
- 3. Regulations, including levies, assessments, if any, of Sun Mountain Water System, Inc. 4. Covenants, conditions and restrictions, imposed by instrument, recorded April 19th 1978, in Book 271, Page 848, Deschutes County Deed Records.

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.

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

DATED: August 30, 1990

K-30 3/90

GRANTOR: \_ M By: letra Charles H. Crockett by Debra M. Crockett as Attorney in Fact

8

Debra M. Crockett

Until a change is requested, all tax statements shall be sent to the following address: Willie R. Melton, Jr. and Letha M. Melton 18089 2nd Avenue, Bend, OR 97701 STATE OF OREGON, County of Deschutes STATE OF OREGON, County of SS. Date: August 30 , 1990 Personally appeared the above named Debra M. Crockett Personally appeared, both individually and as Attorney in Fact for Charles H. Crockett that he/she is the of grantor corpo-Charles H. CTOCKETT.

and acknowledged the foregoing instrument to be her

\text{Voluntary act and deed. Before
} ration and that this instrument was voluntarily signed on behalf of the corporation . Before \ voluntary act and deed. Before me; Notary Public for Oregon xpices: \$/5/92 aun Name Dublic for Oregon My commission expires: SAID M OREGO AND F. SUE PENHOLLOW JUNTY CLERK OF PY 4: 06 WARRANTY DEED DESCHUTES COUNTY OFFICIAL RECORDS TO CROCKETT MELTON JE PENHOLLOW, CC JE CONVEYANCES, II O HEREBY CERTIFY I WAS RECORDED TH F OREGON ) OF DESCHUTES ) AFTER RECORDING RETURN TO SC AUG 31 Key Title & Escrow Company P. O. Box 1893 28 Sisters, OR 97759-1893 I, MARY SUE P RECORDER OF C COUNTY, DO HI INSTRUMENT WA STATE OF OR COUNTY OF I Attn: marsha

WARRANTY DE

KNOW ALL MEN BY THESE PRESENTS, That LAND DEVELOPERS SERVICE, LTD. an OREGON CORPORATION

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by JAMES BURCH

the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Deschutes and State of Oregon, described as follows, to-wit:

The West One-Half of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 11, Township 16 South, Range 10, E.W.M., containing approx. 5 acres. EXCEPT a thirty (30) foot easement along the South Boundary for road and utility purposes.

(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.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances

EXCEPT those of record.

and that

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

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$12,500.00......

The work of 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 of, it 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 5thday of Jan. , 1976; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by

	sugness and seem mirates by the strivers, and
order of its board of directors.	Land Developers Service, Ltd.
(If executed by a corporation, offix corporate seal)	Rosella W. Bakers sec.
STATE OF OREGON, ) ss.	STATE OF OREGON, County of Deschutes ) sa.
, 19	Personally appeared Newel P. Baker and Rosella W. Baker who, being duly sworn,
Personally appeared the above named	each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of Land
ment to be voluntary act and deed.  Before me:	and that the seal attitude to the toregoing instrument of the borgon was of said corporation and that said instrument was stated and sealed in the half of said corporation by authority of its board of sirectors; and each other acknowledged said instrument to be as sometiment as the said corporation of them acknowledged said instrument to be as sometiment as the said corporation.
(OFFICIAL SEAL)  Notary Public for Oregon  My commission expires:	Betore me:  Judi Galuston  Notary Public for Oregon  My commission expires: 8-27-78
Land DEVELOPERS SERVICE, LTD.	OF OREGON,
Rt. 2 Box 1154 A Bend, Or. 97701 GRANTOR'S NAME AND ADDRESS	PUTY

Land DEVELOPERS SERVICE, LTD.
Rt. 2 Box 1154 A
Bend, Or. 97701
GRANTOR'S NAME AND ADDRESS

James Burch Powell
P. O. Box 1393

Eugene, OR. 97401
GRANTEE'S NAME AND ADDRESS

After recording return to:

GRANTEE'S NAME AND ADDRESS

After recording return to:

James Burch Powell

P. O. Box 393

Eugene, Or. 97401

NAME, ADDRESS, ZIP

TO PESCHUTES SS.

SUE PERHOLLOW, COUNTY C.

OF CONFERMES, M AND F.

DO RREEY CETTLY TRAY THE

NT WAS RECORDED THIS DAY:

6 JUN 20 PN 4: 06
VY SIEFERROLLOW

12848 FEE 5

Newel P. & Rosella W. Baker
Rt. 2 Box 1130
Bend, OR. 97701
GRANTOR'S NAME AND ADDRESS
Land Developers Service, Ltd.
Rt. 2 Box 1154 A
Bend, Or. 97701
GRANTER'S NAME AND ADDRESS
After recerding return to:
Land Developers Service, Ltd.
Rt. 2 Box 1554 A
Bend, OR. 97701
NAME ADDRESS, ZIP
Until a change is requested all tax statements shall be sent to the following oddress.

OF DESCRUTES ) SS.

OF DESCRUTES )

UE FEMNOLLOW, COUNTY CLE
OF CONVEYANCES, IN AND FO
ON NREBY CENTIFY THE THE
IT WAS RECORDED THIS DAY:

NATE OF THE PROPERTY OF THE PR

#### ACCESS EASEMENT

A 30.00 foot wide easement for non-commercial residential ingress and egress only, located in the Southwest One-Quarter (SW1/4) of Section 12, Township 16 South, Range 10 East, Willamette Meridian, Deschutes County, Oregon being more particularly described as follows:

A strip of land 30.00 feet in width lying parallel with, south of, and adjacent of the north line of that parcel described in volume 62, page 1.00, 1.10, Deeds of Record, on record with Deschutes County, Oregon. (See Lattachment)

attachment)

SUBJECT 10: All easements, restrictions, and rights-of-way of record and those common and apparent on the land.

GUGLAND Michael L. Tompkins

Grantee: Myron Gustafson

Simola J. LANE
NOTARY PUBLIC - OREGON

My Commission Expires 9/24/88

Kathryn L. Miles

#### STATUTORY WARRANTY DEED

0098-0238

JAMES BURCH POWELL, Grantor, conveys and warrants to MYRON G. GUSTAFSON and MARIAN A. GUSTAFSON, Grantees, as tenants in common, each with an undivided one-half interest, real property in Deschutes County, Oregon described as follows:

> The West One-Half of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter (W-1/2 NE-1/4 SE-1/4 SE-1/4) of Section Eleven (11), Township Sixteen (16) South, Range Ten (10), East of the Willamette Meridian. Except a Thirty (30) foot easement along the South boundary.

#### Subject to:

- Roadway and Water Use Agreement, executed by Newel P. Baker, recorded January 16, 1973 in Book 17, Page 833, Miscellaneous records of Deschutes County, Oregon.
- Existing roads, telephone and power transmission facilities, irrigation ditches and canals.

The true consideration for this transfer is \$22,000.

DATED this 20th day of April STATE OF OREGON County of LAUE ) 1981 April 20

Personally appeared the above named James Burch Powell and acknowledged the foregoing instrument to be his voluntary

act and deed. Before me:

My commission expires: 8 13 83

OF OREC The second state of the second the following address: Myron G. Gustafson and Marian A. Gustafson, 1585 NW Murray Road, Portland, OR 97229.

Bend Title Company

STATE OF OREGON ) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERN AND RECORDER OF CONVEY CARLEY, IN AND FOR SAID COUNTY, DO MEREY CERTIFY THAT THE WITHIN MESTRUMENT WAS RECORDED THIS DAY:

MARY SUE PENHOLLO:/
COUNTY CLERK

BY 12846 LW DEPUTY

DESCHUTES COUNTY OFFICIAL RECORDS