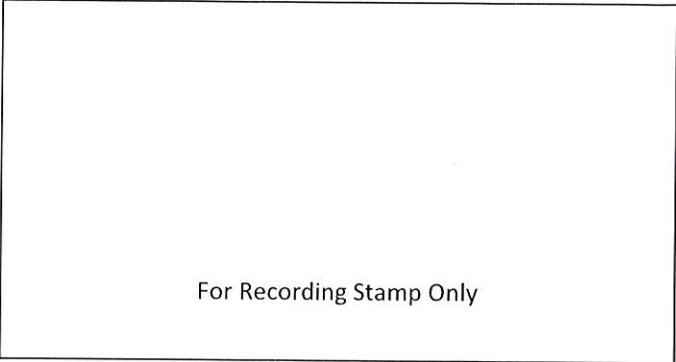


After recording return to:  
Central Oregon Irrigation District  
1055 S.W. Lake Court  
Redmond, OR 97756



**PUBLIC RIGHT OF WAY  
WATER RIGHT CONVEYANCE AGREEMENT**

This agreement is made and entered into by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon (“County”) and CENTRAL OREGON IRRIGATION DISTRICT, a municipal corporation of the State of Oregon (“District”).

**RECITALS**

1. Jesse R. Dent and Kimberly A. Dent (“Grantors”) are understood to be the rightful owner, holding title in fee according to law, of the real property described and depicted in the attached Exhibit “A” (“Subject Land”).
2. By the authority granted in ORS 35 and ORS 368.096, County acquired a public road right of way interest over the Subject Land from Grantor (Instrument Number 2023-31591).
3. With the aforementioned acquisition, Grantor did not convey and County did not accept title in fee for the Subject Land or any rights, title, or interest in water rights appurtenant to the Subject Land.
4. County makes no claims in holding, on behalf of the public, any rights, title, responsibility, or interest in water rights appurtenant to the Subject Land.
5. In accordance with ORS 368.256(1)(a), Grantor cannot exercise water rights on Subject Land as public road right of way.
6. In accordance with ORS 540.580, District desires to submit a petition request to the Oregon Water Resources Department (“State”) for approval of a permanent transfer of the place of use of water rights appurtenant to the Subject Land.
7. While County asserts that County is neither an affected landowner under the provisions of ORS 540.580 nor a “user” as defined in OAR 690-385-0100(16), State

has provided District with an opinion that County is an affected landowner in matters regarding water rights appurtenant to dedicated public road rights of way under County jurisdiction.

**NOW THEREFORE**, it is agreed by and between the Parties hereto as follows:

### **TERMS OF AGREEMENT**

1. County authorizes transfer of any water rights that may exist as a result of its acquisition of a public road right of way interest appurtenant to the Subject Land to the District.
2. County authorizes District and the District shall enter into a separate agreement with Grantor to release and quitclaim to District or otherwise transfer all rights, title, and interest in water rights appurtenant to the Subject Land.
3. County authorizes District to make payment for any consideration regarding release and quitclaim of water rights appurtenant to the Subject Land to Grantor.
4. County shall not be liable for any assessments, penalties, or charges associated with water rights appurtenant to the Subject Land.
5. To the extent allowed by the Oregon Constitution, and within the limits of the Oregon Tort Claims Act, District shall defend, indemnify, and save County, its officers, agents and employees harmless from any and all claims, actions, costs, judgments, damages and other expenses resulting from injury to any person (including injury resulting in death) or damage to property (including loss or destruction), of whatsoever nature, proximately caused by the negligence or other wrongful acts of District, its officers, agents and employees, pertaining to the project, the services, or arising out of this Agreement or any and all claims, actions, costs, judgments, damages and other expenses resulting from the transfer of any water rights by the County to the District.

### **GENERAL PROVISIONS**

1. This Agreement is binding upon the heirs, executors, administrators, successors, and permitted assigns of the Parties to this Agreement.
2. This Agreement will be governed by and construed in accordance with laws of the State of Oregon. Each Party shall perform its obligations under this agreement in accordance with all applicable statutes, ordinances, rules and regulations.

3. Any notice required to be given under this agreement must be in writing and must be given by personal delivery or mail, except that any notice required by law must be given in the manner specified by such law.
4. If any provision of this Agreement is determined to be invalid by any court with jurisdiction over this Agreement, such invalidity will not affect any other provision of this agreement. Unless the invalid provision is essential to the purpose or performance of this Agreement, this Agreement will be construed as if such invalid provision had never been included.
5. This Agreement and attached exhibits constitute the final and complete agreement of the parties concerning the project and supersedes all prior and existing written or oral understandings except as otherwise continued in effect by the terms of this agreement. No modification of this Agreement will be valid unless it is in writing and signed by the Parties.

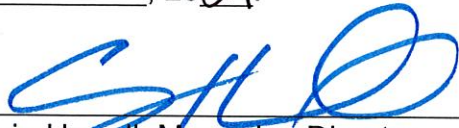
**(SIGNATURE PAGES TO FOLLOW)**



THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it and agree to be bound by its terms and conditions.

**CENTRAL OREGON IRRIGATION DISTRICT**

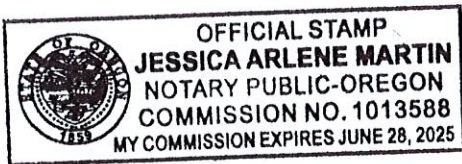
DATED this 20 day of August, 2024.


  
\_\_\_\_\_  
Craig Horrell, Managing Director

STATE OF OREGON            )  
  ) SS.  
County of Deschutes    )

Before me, a Notary Public, personally appeared Craig Horrell, and acknowledged the foregoing instrument.

Dated this 20 day of August, 2024



  
\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: June 28, 2025

**DESCHUTES COUNTY, acting by and through its Board of County Commissioners**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
PATTI ADAIR, CHAIR

\_\_\_\_\_  
ANTHONY DEBONE, VICE-CHAIR

ATTEST: \_\_\_\_\_  
PHIL CHANG, COMMISSIONER

\_\_\_\_\_  
Recording Secretary

STATE OF OREGON        )  
                                  ) SS.  
County of Deschutes    )

Before me, a Notary Public, personally appeared Patti Adair, Anthony DeBone, and Phil Chang, the above-named Board of County Commissioners of Deschutes County, Oregon, acknowledged the foregoing instrument, on behalf of Deschutes County, Oregon.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

# Exhibit "A"

## LEGAL DESCRIPTION

CWE-01

April 28, 2023

Page 1 OF 1

## RIGHT OF WAY DEDICATION

A tract of land, being a portion of that property described in Document Number 2018-01199 Deschutes County Official Records, located in the Southeast one-quarter of the Southeast one-quarter of Section 18, Township 17 South, Range 13 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

All of that property described in said Document Number 2018-01199 falling south and east of the following line:

**Beginning** at a point on the centerline of Butler Market Road No.5 ("A" - Main) alignment at station 293+68.69;

Thence, North 00°00'35" West a distance of 31.19 feet to the north Right-of-Way of Butler Market Road No.5 ("A" - Main);

Thence, continuing North 00°00'35" West a distance of 65.52 feet;

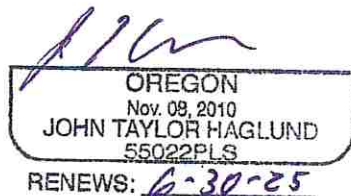
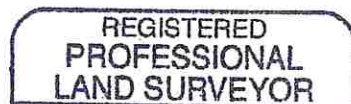
Thence, North 31°12'33" East a distance of 253.27 feet to a point on the west Right-of-Way of Powell Butte Highway, said point being 40.00 feet left of Powell Butte Highway ("C") centerline station 4+44.97;

Thence, continuing North 31°12'33" East a distance of 77.17 feet to a point on the centerline of Powell Butte Highway ("C") at station 5+10.97, said centerline also being the east line of Section 18;

Contains 18,595 square feet more or less.

Bearings and road centerline stationing are based on CS21027, Deschutes County Survey Records.

See the attached Exhibit "B", entitled "RIGHT-OF-WAY DEDICATION", which is made a part hereof.



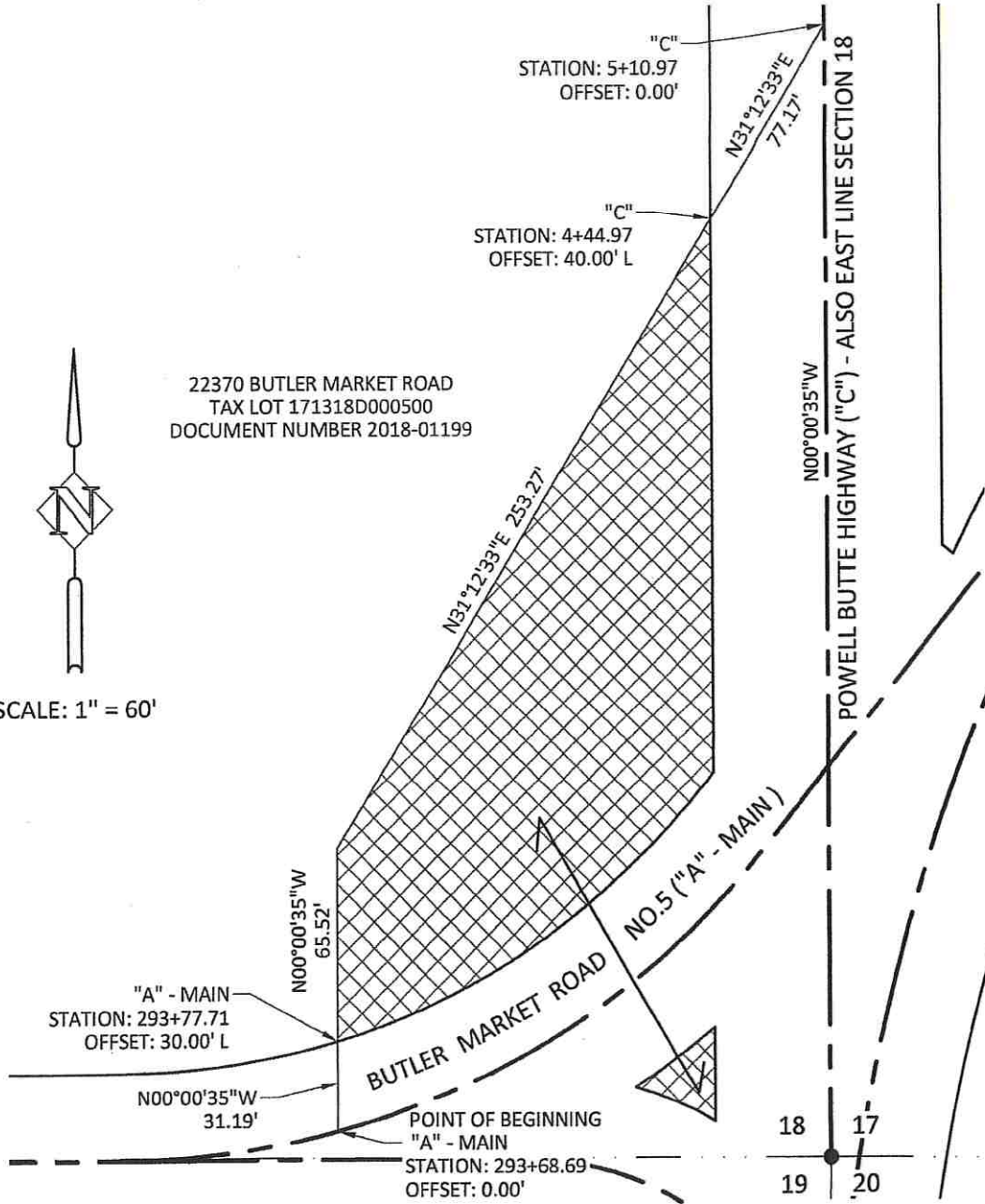
# RIGHT-OF-WAY DEDICATION

LOCATED IN THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 18,  
TOWNSHIP 17 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON

22370 BUTLER MARKET ROAD  
TAX LOT 171318D000500  
DOCUMENT NUMBER 2018-01199



SCALE: 1" = 60'



BEARINGS AND ROAD STATIONING  
ARE PER CS21027 DESCHUTES  
COUNTY SURVEY RECORDS.

## LEGEND

- RIGHT-OF-WAY DEDICATION  
± 18,595 SQUARE FEET (0.43 ACRES)
- FOUND MONUMENT PER CS21027

SEE ATTACHED LEGAL DESCRIPTION  
EXHIBIT A

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
NOVEMBER 08, 2010  
**JOHN TAYLOR HAGLUND**  
55022

RENEWS: 6-30-2025



**Harper  
Houf Peterson  
Righellis Inc.**

ENGINEERS • PLANNERS  
LANDSCAPE ARCHITECTS • SURVEYORS  
250 NW Franklin Avenue, Suite 404, Bend, OR 97703  
phone: 541.318.1161 www.hhpr.com fax: 541.318.1141

CWE-01 CLG 4/28/2023 SHEET 1 OF 1