

MAR 09 2021



all lots in Unit 1

Crook County Community Development Department

Crook County Community Development

Planning Division

300 NE 3rd Street, Room 12

Prineville Oregon 97754

Phone: 541-447-8156 / Fax: 541-416-3905

Subdivisions and Planned Unit Developments

(Incomplete applications will not be accepted)

RECORD NUMBER: 217-21-000136 -PLNG

FEE: \$3000 + \$200 per lot + 10% compliance fee

NAME CHANGE FEE: \$500 each change

NOTICE TO ALL APPLICANTS

The Crook County Planning Department is required to review all applications for accuracy and to determine whether the staff and/or Planning Commission have the information needed to make a decision. County Ordinances allow the County 30 days to determine whether the application is complete. If the Planning Department determines that your application is incomplete, you will be requested, in writing, to provide the necessary missing information, and a decision on your application will be postponed until the information is received. State Law requires that information to support an application be available for public inspection at our office 20-days before a public hearing. Any information submitted after this date may require a postponement of the hearing date if necessary. Please make sure your application is complete. The burden of proof lies with the applicant.

PROPERTY OWNER

Last Name: Kennedy II First Name: Bobby
Mailing Address: P.O. Box 893
City: Prineville State: OR Zip: 97754
Day-time phone: Cell Phone: (541) 903-0989
Email: BKconst2@outlook.com

AGENT/REPRESENTATIVE

Last Name: Same First Name:
Mailing Address:
City: State: Zip:
Day-time phone: Cell phone:
Email:

PROPERTY LOCATION

Township South, Range East WM, Section, Tax lot
Township South, Range East WM, Section, Tax lot
Township South, Range East WM, Section, Tax lot
Township South, Range East WM, Section, Tax lot

(Add a sheet of paper if needed)

DEVELOPER'S NAME

Last Name: Kennedy # First Name: Bobby
Mailing Address: P.O. Box 843
City: Prineville State: OR. Zip: 97754
Day-time phone: () Cell phone: (541) 905 0489
Email: BKconst@outlook.com CCB # 60409

ENGINEER OR SURVEYOR

Firm Name: Armstrong Contact Name: Todd or John
Mailing Address: 267 NE Second St.
City: Prineville State: OR. Zip: 97754
Day-time phone: (541) 447-7791 Cell phone: () -

MORTGAGEE, if applicable

Firm Name: Ø Contact Name: _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Day-time phone: () -

Size of Property: _____ acres Zoning: _____
Physical Address: _____

PROPOSED SUBDIVISION

IMPORTANT: Per 17.12.030 - The Subdivision Committee is required to review & examine all "tentative" subdivision plans and make recommendations to the Planning Commission prior to submitting this application.

Per Crook County Code (CCC) Title 17, the Crook County Planning Director shall schedule a meeting with the Subdivision Review Committee.

Subdivision Committee Review Date: _____
Proposed Number of Lots: 20
Proposed Number of Phases: three
Proposed Name of Subdivision: Grandridge

(All proposed subdivision names and road names must receive "tentative" approval by the Crook County Addressing Manager prior to submittal of this application.)

See Crook County Code (CCC) Title 17 ~ 17.12.060 for Subdivision Committee Review for applicable criteria.

Check Only One:

Outline Development Plan

Tentative Plan

Adequacy of Public Services, Water and Site Safety

Road access, fire and police services and utility systems (i.e. electrical and telephone) are adequate for the use.

Describe what access the property has to public roads. Describe the number of trips per day you believe would be made by residents of the proposed subdivision or planned unit development. Each house represents 4 trips per day by residents (PADT - Potential Average Daily Traffic). If other usage or traffic is expected, make sure to include this information within this statement. (Use a separate sheet of paper if needed)

Turn straight on to Lower Davis Rd. 4 trips per lot
for a total of 80 trips

To help County staff make a proper determination of traffic impact, please list the number of lots or uses currently taking primary access from the road. (For example, 10 residences, 2 businesses, etc.)

Number of residences: 20

Number of businesses: _____

The subject road is a:

_____ State Highway _____ County Maintained Road

_____ Public Road, not maintained by the county (*)

Private Road (*)



NOTE: (*) If it s public or private road, submit recorded easement that shows access to and across the subject property to public roads. In addition, submit a drawing showing the recorded right-of-way widths across the private portion of road to the subject property.

The subject road is designated as a:

_____ State Highway _____ Arterial
_____ Collector _____ Local
_____ Partition Road _____ Easement Road
_____ Other: _____

What is the width of the proposed roadway right-of-way:
_____ feet

Do you currently have a "Road Maintenance Agreement" for the subject road?
 Yes No _____

★ If yes, provide a copy of a recorded road maintenance agreement. *Done: have*

If no, why not?

Describe what your source of domestic drinking water.

Private shared wells

Describe how fire protection will be provided to the property. If the subject property is located outside of the Crook County Fire Department Fire Protection District indicate how you would provide protection, including water source and fire prevention.

★ *well with cistern storage centrally located.*

IRRIGATION WATER RIGHT

This section needs to be completed and signed by the appropriate irrigation district and/or water resources department.

If the property has irrigation water rights, who is the supplier:

- Central Oregon Irrigation District
- Ochoco Irrigation District
- Water Resources Department
- Other: none

Does the property have irrigation water right? Yes ___ No .

If yes, a sign-off from State Watermaster and/or the relevant irrigation district is required?

If yes, what is the amount of acres of irrigation water right? _____ acres.

Amount of water right acres to be transferred? _____

Is there an irrigation ditch and/or an underground pipeline that runs through the property? Yes ___ No .

Is there a distribution point for irrigation located on the property? Yes ___ No .

Does the property have of in-stream and/or agriculture well state? If so, please explain under comments.

Watermaster Signature: Not applicable Date: 541 306-6885
Print name: _____

Irrigation District Signature: _____ Date: _____
Print name: _____

(Use a separate sheet of paper if necessary)

COMMENTS: no water rights

WILDLIFE WINTER RANGE / SENSITIVE BIRD HABITAT

When the lot or parcel on which the non-farm dwelling will be sited lies within an area designated in an acknowledged comprehensive plan as habitat for big game, the siting of the dwelling must be consistent with the limitations on density upon which the acknowledged comprehensive plan and land use regulations intended to protect the habitat are based.

This section needs to be completed and signed by Oregon Department of Fish & Wildlife.

Is the subject property located within a "Winter Wildlife" overlay zone?
Yes ___ No X

If yes, please check the appropriate box(s):

- Critical Deer Winter Range
- General Deer Winter Range
- Elk Winter Range
- Antelope Winter Range

Is the property located in within a "Sensitive Bird Habitat" overlay zone?
Yes ___ No X

If yes, which area: Nest ___ Roust ___ Type ___

ODF&W Signature: [Signature] Date: 1/25/2021

Print Name: Christopher Bolton Day-time Phone: 541-447-5111

Comments:

(Use a separate sheet of paper if needed)



WEED CONTROL

This section needs to be completed and signed by the Weed Master.

Weed Master Signature: [Signature] Date: 2-11-2021

Print Name: LEU ALEXANIAN Day-time Phone: 541-447-7958

Comments:

(Use a separate sheet of paper if needed)

MAR 09 2021

Crook County
Community Development

SIGNATURES

I agree to meet the standards governing the laws for Subdivision and PUD's as outlined in the State of Oregon's OAR, ORS, Crook County Code, and Crook County - Prineville Comprehensive Plan. I agree that all the information contained in this application is true to the best of my knowledge.

Property Owner Signature: Bobby Kennedy Date 1-22-21

Property Owner Signature: _____ Date _____

Print name(S): Bobby Kennedy

Agent/Representative Signature: Bobby Kennedy Date 1-22-21

Print name: Bobby Kennedy

(Note: If agent/representative is submitting your application on behalf of the property owner, the "Letter or Authorization" form must be completed and attached to this application)

APPLICATION REQUIREMENTS

- 1. A completed "Subdivision and PUD" application form with the appropriate signatures.
- 2. A copy of the Vicinity Map(s) and Tax Lot Card(s). (Available from the Crook County Assessor.)
- 3. A copy of the earliest deed or contract that describes the property in its current configuration. (Available from the Crook County Clerk's Office.)
- 4. Submit the correct application fee.
- 5. A Preliminary Title Report or Subdivision Guarantee for documentation of ownership. (Must be 6 months or newer from the filing date.)
- 6. Signature and comments from Oregon Department of Fish & Wildlife regarding Wildlife Winter Range and Sensitive Bird Habitat.
- 7. Signature and comments from Crook County Weed Master.
- 8. A signed copy of a "Statement of Understanding" (Form B).

- ✓ 9. A copy of the irrigation map for the area and historical water rights information on the subject property. (Available from the Irrigation District.)
- ✓ 10. A letter from the electric utility serving the area affirming the ability to serve the proposed dwelling.
- ✓ 11. A letter from any other appropriate utilities affirming their ability to serve the proposed dwelling; i.e. phone, gas, cable, etc.
- ✓ 12. A letter from the Fire District or other entity affirming that the district or entity is able to serve the proposed dwelling. If you are not in a fire protection district, provide a fire protection plan including water source and fire prevention.
- ✓ 13. A letter from the supplier of your domestic drinking water affirming the supplier's ability to provide water.
- ✓ 14. Where a tract of land is within the boundaries of an irrigation district, application shall be accompanied by a water rights division plan approved by the irrigation district or other water district holding the water rights, or when there is no such district, by the district Watermaster or his representative serving the Crook County area.
15. An approved Road Access Permit (Permanent and Temporary) for the proposed subdivision or planned unit development. (Applications for state, county maintained or public roads can be picked up from the county planning department) (If utilizing a private easement provide a copy of a recorded document).
- ① 16. Fifteen (15) copies of the tentative plan. If submitting color maps as part of your burden of proof please submit 15 copies of each color map.
17. Names and addresses of the land owner, the partitioner, a mortgagee, if applicable, and the engineer or surveyor employed or to be employed to make necessary surveys and prepare the legal descriptions of each parcel to be created.
18. Plot Plan that includes north point, scale and date of map, and property identification by tax lot, section, township and range.
- mev ① 19. Statement regarding past, present and intended use of the parcel(s) to be created, or the use for which the parcel(s) are to be offered.

20. A written "Burden of proof" statement stating how all of the applicable county code requirements will be satisfied by the subdivision or planned unit development.
21. A "Sign" application if proposing to place a sign with the name of the subdivision at the entrance of the proposed subdivision.
22. Written documentation by the Addressing Manager giving "Tentative" approval of the proposed development, including road(s) names.
- ✓ 23. If the subject property is located within a Flood plain or Flood way, submit the required "Flood Hazard" application. In addition, the necessary information as required by Chapter 15.08 for Flood Damage Prevention in the Crook County Code

SUPPLEMENTAL INFORMATION

Subdivisions and Planned Unit Developments: Subdivisions involve the creation of four (4) or more lots in a calendar year. Subdivisions and PUD's are regulated by Title 17 of the Crook County Code. Approval of a tentative plan showing streets, lots, existing structures and available utilities are required. Improvements to adjacent existing roads may be required; improvements to any proposed roads are required. **NO** road improvements shall be made without **APPROVED** Road Construction Plans.

Special Note: All proposed lots or parcels must have a direct frontage (a minimum of 60 feet) on a street, other than an alley, as required by Title 18, Chapter 18.124, Section 18.124.010.

APPLICABLE CRITERIA

Any person proposing a subdivision within Crook County, or his authorized agent or representative, shall include with an application for a subdivision either an "**Outline Development Plan**" as described in CCC 17.16.030 **OR** a "**Tentative plan**" as set forth in CCC 17.16.040 through 17.16.080 for the proposed subdivision together with improvement plans and other supplementary material as may be required, and shall submit 15 copies of said plan together with all required accompanying material to the planning department. An "Outline Development Plan" or "Tentative Plan" for a

subdivision shall be accompanied by an application for a subdivision as provided by the planning department, together with the appropriate fee.

Other applicable criteria: Make sure to use the correct standards. The County web site is www.co.crook.or.us - click on Crook County Code

- A. Title 17, Chapter 17.12 - General Requirements & Subdivision Review Committee.
- B. Title 17, Chapter 17.16 - Tentative Plans
- C. Title 17, Chapter 17.20 - Final Plat
- D. Title 17, Chapter 17.28 - Planned Unit Development, if applicable
- E. Title 17, Chapter 17.36 - Road Designs
- F. Title 17, Chapter 17.36 - Improvements
- G. Title 17, Chapter 17.56 - County Roads
- H. Title 17, Chapter 17.60 - Fees
- I. Crook County Transportation Plan

In addition, the zoning criterion is also applicable; i.e., R5, RRM5, RR1, SR1, SRM1, and R10. Also, Chapter 18.124 - Supplementary Provisions (i.e., Access, Clear vision, Sign limitations & regulations, Rimrock setback, Riparian protection, etc)

ADDITIONAL INFORMATION OR ANALYSIS ADDRESSING THE CRITERIA

Please feel free to attach additional information or analysis which you believe demonstrates compliance with the requirements of subdivision or planned unit developments AND the county code requirements.



CENTRAL ELECTRIC
COOPERATIVE, INC.

www.cec.coop • P.O. Box 846, Redmond, OR 97756 • Office: 541.548.2144 • Fax: 541.548.0366

February 9, 2021

Bobby Kennedy II
PO Box 893
Prineville, OR 97754

RE: Will Serve Letter for the Grand Ridge Subdivision

In response to your inquiry, please be advised that the property located at **T.15., R.16., W.M., Section 8,9,16 & 17, Tax Lot 800** in Crook County, Oregon, is within the service area of Central Electric Cooperative, Inc.

Central Electric Cooperative has reviewed the preliminary plan for the future development for approximately 15-20 lots and is able to serve this location in accordance with the rates and policies of Central Electric Cooperative.

Sincerely,



Christy Ward

Engineering Service Representative

After Recording Please Return to:
Bobby Kennedy
PO Box 893
Prineville, OR 97754

Recorded
11-4-20

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
GRANDRIDGE SUBDIVISION
CROOK COUNTY, OREGON**

Whereas, Bobby Kennedy II (“Grantor”) is the owner of that certain tract of land designated as Parcels 1, 2, and 3 on Partition Plat No. 2020-16, filed in the office of the County Clerk for the County of Crook, State of Oregon, and intended to eventually be a subdivision, and hereinafter known as “Grandridge Subdivision.”

Whereas, Grantor intends to sell lots for building sites within said subdivisions to subject to certain protective restrictions, conditions, limitations, and reservations, to insure the most beneficial development of said area as a residential subdivision and to prevent any use thereof as might tend to diminish the value of the development.

Whereas, Grantor makes the following protective restrictions and conditions upon GRANDRIDGE SUBDIVISION to run with the land and be binding on all persons owning property within the subdivision:

1. No lot shall be used except for residential purposes. No commercial uses including home occupations are allowed.
2. All house and outbuilding plans must be submitted to the Architectural Review Committee, which shall consist of three persons designated by Grantor, prior to construction.
3. No campers or trailers shall be allowed for permanent residences.
4. No structure of a temporary nature, character, garage, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently with the exception of a lot owner has been issued a building permit for the construction, remodeling or replacement of a resident for the lot that the structure is being used.
5. All homes shall be constructed on site and not moved from another location. Buildings must be suitable for year-round use and must be placed on permanent masonry foundations or footings. All buildings, outbuildings and fences must be constructed in a workmanlike manner of attractive, properly finished material that harmonizes with the surroundings.
6. All laws of Crook County and the State of Oregon must be complied with as to fire protection, building construction, sanitation and public health.

7. All dwellings under construction shall be entirely completed within eighteen months from start of construction.
8. All exterior materials, both siding and roofing shall be of a color to blend with the natural surroundings – earth tones. Metal roofing shall be allowed for those that simulate a tile roof are similar earth tone colors.
9. Roads in the subdivision shall be constructed by county standards. Maintenance and/or improvements shall be supervised by the Grandridge Subdivision Road Association, which all property owners within the subdivision shall automatically become members of and subject to its rules, regulations, and by-laws. Costs will be prorated by lot to land owners. It is understood road maintenance and/or improvements will remain the responsibility of the land owners if the Covenants, Conditions, and Restrictions expire or change, unless the roads are taken over by a governmental authority. Grantor hereby adopts the By-Laws of the Road Association, attached hereto as Exhibit A, and incorporated herein, which shall be considered additional covenants with respect to the subdivision.
10. No building or structure of any kind shall be located outside the designated homesite area without prior approval of the architectural committee, which shall be created by the declarant. The Architectural Committee shall consist of three (3) persons, which may include Grantor. Rules may be promulgated by the Committee and shall be made available to any Person so affected.
11. No building shall be nearer than fifty (50) feet to the front line, nor nearer than fifty (50) feet to any side street line, nor nearer than fifty (50) feet to any side lot line, nor nearer than fifty (50) feet to any rear lot line. For the purposes of these restrictions, eaves, steps, and porches shall be considered as part of a building.
12. Each homesite shall be developed with minimal modification of the existing topography as practicable. All dirt and debris resulting from excavation must be incorporated in the landscape or removed from the site. All areas disturbed during construction must be restored to their original appearance or in accordance with an approved landscape plan.
13. No Lot shall be subdivided or partitioned into smaller parcels. Property line adjustments shall be permitted, subject to compliance with the Crook County Land Ordinances. This prohibition shall not apply to Grantor
14. Within the easements as shown the recorded plat, no plantings of trees or shrubs which would interfere with the utilities shall be permitted. The easement area of each lot shall be maintained continuously by the owner of the lot.
15. Each owner has the right to drill a domestic well after obtaining approval of the proper regulatory authorities, however, said covenants and conditions are not be deemed a guarantee that water is available.

16. Sewage disposal shall be affected by means of individual septic tanks, the type of tank, its construction, location on lot and tile disposal field shall be constructed in the designated areas approved by the Crook County Environmental Department. No cesspools or outside toilets shall be permitted with the exception of ongoing construction.
17. Livestock shall be allowed on a lot within the subdivision subject to any applicable County regulations. Household pets (dogs and cats) are allowed. Dogs shall not be allowed to run at large and must be kept within a fenced area or on a leash.
18. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood. This provision shall include noxious or offensive animals.
19. No outside storage of old used automobiles, trailers, atvs, or other similar vehicles. Such storage is allowed only within an enclosed structure as described heretofore.
20. No sign of any kind shall be displayed to the public view on any lot except one professional sign advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.
21. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
22. Irrigated landscaped area consisting of either lawn and/or shrubbery shall be limited to a maximum area of 5000 square feet.
23. The foregoing protective restrictions shall run with the land and shall be binding on all the parties and all persons claiming under them for period of twenty-five (25) years from August 1, 2020, at which time said protective restrictions shall automatically be renewed for an additional period of twenty-five (25) years, unless 75% or more of the owners of record at that date, agree in writing to changes and said changes are made in a lawful manner.
24. Nothing contained in this declaration shall impair or default the lien of any mortgage or deed of trust made in good faith and for value, but titles to any property subject to this declaration obtained through sale in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the protective restrictions hereof.
25. Enforcement of each and all of the protective restrictions shall be enforceable by injunction or by other form of action available to the parties aggrieved, or to Grantor or its successors in interest. Invalidation of any one of these protective restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

[Signature Page to Follow]

**BYLAWS OF THE GRANDRIDGE SUBDIVISION ROAD ASSOCIATION
CROOK COUNTY, OREGON**

ARTICLE I – NAME.

The name of this Association is the Grandridge Subdivision Road Association.

ARTICLE II - PURPOSE AND LIMITATIONS

General Purpose.

This Corporation will be organized under the Non-profit Corporation law. Association is for the purpose of the homeowners within the Grand ridge Subdivision.

Specific Purpose.

Within the context of the General Purpose stated above, the Corporation is formed to provide for the implementation of the Covenants, Conditions, and Restriction for Grandridge Subdivision (hereinafter the “CCRs”) which run with the land.

The Association formed to implement and facilitate the requirements of the CCRs including:

1. Affix, levy, collect, and enforce payment of any charges or assessments set forth in the CCRs or in these Bylaws.
2. Pay all expenses in connection therewith and all office and other incidental expenses for the conduct of business for this Association.
3. Consider acquiring a liability insurance policy for the Board of Directors and/or for the Association subject to an approval of 51% of the parcel owners.
4. This Association shall not engage in any activities or exercise any powers which are not consistent with the above stated purposes of this association.
5. No part of the net earnings of this association shall inure to the benefit of any Member or Officer of this association.
6. The Association may engage in any lawful, for profit enterprise and shall apply any profits to the maintenance of the Roadway.

ARTICLE III - OFFICES

The physical location of this Association will be the Prineville, Oregon, home or office address of the acting Chairperson of the Board of Directors. The actual mailing address shall be the mailing address of the acting Chairperson of the Board of Directors.

ARTICLE IV - MEMBERS

Class of Membership and Rights.

The Association shall have one class of member, and the membership, voting, and other rights, interests and privileges of each member shall be equal.

Eligibility and Membership.

Membership in the Association is required of all legal owners, their heirs, successors of interest, and assigns of each parcel of real property that utilizes the Roadway for ingress or egress as provided by CCRs.

Voting rights.

1. Each parcel of property accessed by the Roadway shall be allowed one vote. Members may vote in person or by proxy. Association members may not vote if their assessment payments are delinquent.

2. Any Association business requiring a mailed ballot shall be delivered by U.S. Mail service (hereinafter referred to as USPS). The balloting must be secret. All Association members must follow the instructions on the ballot envelope.

Right to inspect records.

All records of this Association shall be open to inspection on written demand by any member, their attorney or agent, at any reasonable time for a purpose reasonably related to their interest.

ARTICLE V - MEETINGS

- General membership meetings shall be held at least once per year.
- Board of Directors' meetings shall be held at least quarterly. The Board must meet at least thirty days preceding the annual membership meeting to form an agenda for the meeting.

Requirements.

The annual meeting shall be held in close proximity to Grandridge Subdivision in Prineville, Oregon in April prior to the start of the fiscal year unless the Board of Directors designates another time and place and so notifies Members. Notice of time, place and date must be made three weeks in advance of the meeting. Notice may be given by USPS mail or by electronic mail. Agenda for the meeting must be included in the notice.

Notifications.

1. A summary of the minutes shall be published and distributed to the Association Members no later than fifteen days following the Annual or any Special meeting.
2. Correspondence to Members may include; a summary of income, expenditures, balance in the Associations' bank accounts, a brief summary of any road maintenance done since the last correspondence, and matters of common concern.
3. If required, an official secret ballot with pros and cons of proposals and/or candidates to be voted on, shall be mailed to the members. Mailed ballots must be returned to the Corporation within thirty (30) days. Ballots must specify deadline date.

ARTICLE VI – BOUNDARIES

The boundaries of the Association shall include all lots within the Grandridge Subdivision.

ARTICLE VII - BOARD OF DIRECTORS

The Board shall consist of five Directors. These Directors will hold the primary positions of this Corporation with the following titles:

- Chairperson
- Vice Chairperson
- Secretary/Treasurer
- Roadwork Director

General Corporate powers.

1. Subject to the provisions and limitations of Oregon law, and subject to any limitations within these Bylaws or within the CCRs that require approval of Members, the association's power shall be exercised by or under the Board's direction.
2. The Board may adopt and use a corporate seal, and may alter the form of the seal from time to time.
3. Directors will serve two-year terms.
4. Directors shall be elected to staggered two-year terms of office. The Board members holding the offices of Vice Chairperson and Secretary/Treasurer shall be elected to terms which expire in even numbered years, the Chairperson, and Roadwork Directors terms expire on odd numbered years.

Vacancies.

In the event of a vacancy on the Board, the remaining Directors shall elect a successor who shall serve the unexpired term of the predecessor.

Meetings by telephone.

Any meeting may be held by conference call provided a quorum is present.

Compensation and reimbursement.

1. A Director shall not receive any compensation for any service they may render to the Association. However, any Director may be reimbursed for actual out-of-pocket expenses incurred in the performance of their duties. Claims for reimbursement must be supported by vouchers or receipts. Those receipts must be retained for four years.
2. Directors shall not make any loan of association funds to anyone nor guarantee any obligation of any person.

ARTICLE VIII – QUORUM

1. A majority of Directors of the Board must be present to constitute a quorum. Every action taken by the Board, or decision made by a majority of the Board, shall be the "act" of the Board, including approval of contracts, appointment of committee and any other lawful business.
2. Twenty-five (25%) percent of the Members must be present at the Annual or any Special membership meeting for the conduct of business.
3. At any meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

ARTICLE IX – COMMITTEES

1. The Chairperson may create ad hoc committees to carry out the business and objectives of this association and serve at the will of the Board.
2. Committee members will serve for one-year terms and may be appointed for consecutive terms
3. All meetings, including committee meetings, are open to all Association Members. The Board does have the discretion to meet in "Executive Session" for the discussion of:

- personnel matters
- working out a payment schedule for Members
- the awarding of third-party contracts
- litigation
- an appeal by any Member who may contest their dues assessment

Minutes of executive sessions will express, in general terms, the results of such sessions.

4. The Secretary shall be given at least 48 hours' notice of all meetings of the Board of Directors or any Committee. Notice shall include date, time, and location of the meeting.

5. Members who wish to be informed of Committee and/or Board meetings may contact the Secretary to make notification arrangements. If notification is to be done by mail, the Members are to supply the Secretary with self-addressed, stamped envelopes. Members may request notification by email.

ARTICLE X – DUTIES

1. The BOARD:

a) Conducts the business affairs of the Association in accordance with good business practices, within the confines of the Association's Bylaws, CCRs, and the Laws or any other laws of Oregon.

b) Reviews the Treasurer's invoices and account records, whenever there is a change of Treasurers, to ensure they are accurate and complete. The results of the review shall be entered in the minutes of the Board.

c) Ensures that the Association is never financially obligated beyond the actual cash amount on deposit in the bank, and a minimum balance of one thousand dollars (\$1,000.00) is maintained for emergency Association expenditures.

d) Ensure that a current copy of the Bylaws is recorded with the County.

2. The CHAIRPERSON:

a) Provides leadership and direction to the Board and the Committees.

b) Presides at the meetings of the Board and of the Association.

c) Ensures that the Association members are kept informed of Board actions and of the financial condition of the Association.

3. The VICE CHAIRPERSON:

a) Assists the Chairperson and assumes the duties of the Chairperson in their absence.

b) Takes over the office of the Chairperson, if a vacancy occurs or whenever the Chairperson becomes unable to perform the duties of the office.

4. The SECRETARY:

a) Maintains complete and orderly records of correspondence and other records of the Association.

- b) Verifies the quorum at all meetings
- c) Records the minutes of meetings
- d) Assists the Chairperson, Vice Chairperson, and the Treasurer as needed.
- e) Maintains a directory of names and mailing addresses of owners of record for each parcel comprising the Association membership. This directory is to be based on records of the Assessor of County of Crook and is to be updated at least annually.
- f) Gives notice of all meetings to Members and the Board.
- g) Keeps the Corporate seal in safe custody
- h) Makes all filings required by the State.
- I) Ensures that new property owners receive a copy of these Bylaws.

5. The TREASURER:

- a) Issues annual dues assessment invoices to property owners and follow-up statements as needed
- b) Files liens if necessary
- c) Processes payment invoices submitted by vendors and suppliers
- d) Maintains correct and complete financial records of receipts, disbursements and balances, using bookkeeping methods approved by the Board of Directors. The books of account shall be open to inspection by any Director at all reasonable times.
- e) Provides financial statement at each board meeting.
- f) Submits quarterly statements of accounts for review to Chairperson.

6. The ROADWORK DIRECTOR:

- a) Reports to the Board on road deficiencies at least twice per year.
- b) Develops and prioritizes proposals for road work within the Association's budget
- c) Records bids for proposed road work
- d) Oversees all road work, ensuring that the Road Maintenance Standards (Article XIX in these Bylaws) are met or exceeded and that work is done in a timely manner.

ARTICLE XI – EXPENDITURES

1. The following Directors will be approved for signing checks: Chairperson, Vice Chairperson, Secretary, and Treasurer. Signatures of any two of these Board members are required on any Association check larger than \$500.00 (five hundred dollars).

2. Other than approved budgeted road work, expenditures over \$1000.00 (one thousand dollars), must be approved in advance by a majority of the Board.

ARTICLE XII - CORRESPONDENCE

1. The Treasurer/Secretary shall each have a key to the Association mailbox in the event a PO Box is established.
2. The Association's mail must be collected and opened at least twice a month. Checks, bills, and correspondence concerning dues or the Association's account shall be forwarded immediately to the Treasurer. All other correspondence shall be forwarded to the Chairperson for appropriate response or action.
3. Correspondence must be replied to no later than thirty days from date of collection.

ARTICLE XIII – VOTING

1. Only Association members may vote on Association business.
2. Only one valid vote is allowed per parcel.
3. Members having multiple parcels shall be allowed a vote for each parcel.
4. Association members may not vote if their Assessment payments are delinquent.
5. For any association business that requires a full vote of the Membership of the Association, ballots shall be distributed in person or through the mail.
6. The members will be given a minimum of thirty (30) days to return their ballots.
7. The Secretary/Treasurer shall verify ballots against the Association's member directory.
8. Only those verified ballots received at the Association mailbox or given to an Association Director within the time limit are officially accepted.
9. A replacement ballot shall be supplied to those members who have lost theirs.
10. Proxies. At all Association meetings, each member may vote in person or by proxy. All proxies shall be in writing on a form provided by the Association.

ARTICLE XIV – ELECTIONS

1. The Board will solicit nominations for open positions on the Board and shall distribute nominations prior to the annual general meeting. Additional nominations may be made to the Board by any Association member prior to the annual meeting in a timely manner which allows their name to appear on the ballot.
2. Nominations for the Board may also be made by any Member from the floor at the Annual Meeting.
3. The list of Board nominees, a list of any association business to be voted on; and an Official Ballot shall be mailed to all Association Members, eligible to vote, no later than thirty (30) days before the annual meeting.
4. The nominees receiving the most votes will be elected.

ARTICLE XV – VACANCIES

1. A vacancy in the office of Chairperson shall be filled by the Vice Chairperson.
2. Other vacancies of the Board of Directors prior to completion of the terms of office shall be filled through appointment by majority vote of the remaining Board members.
3. Vacancy appointments shall be confirmed by a vote of Association members at the next Annual meeting.

ARTICLE XVI – RECALL OF BOARD MEMBERS

Misconduct Recall.

1. A member of the Board of Directors may be removed from office upon submission of charges (Recall) by a member of the Association which is beyond the authority granted them and are in violation of Association Bylaws or other applicable statutes.
2. The Board must vote on the Recall within forty-five (45) days of submission. If a majority of the Board members, not the object of the Recall, approve of the Recall action, then the Recall must then be put before a secret ballot vote of the Association Members within sixty (60) days of the Board's decision.

Recall by Petition.

1. A petition requesting the Board to consider removal of a Director may be submitted by any Association Member. The petition should explain fully the charges on which the Recall is based, and bears the signatures of twenty percent (20%) of the Association Members.
2. The Recall action must then be put before a secret ballot vote of the Association parcel owners within forty-five (45) days, and does not require approval of the Board.

Approval of Recall.

1. If a majority of Member ballots approve the Recall, the Board member in question will be removed from office immediately and they must surrender to the Board any records or materials belonging to the Association. The Board shall notify the Association Members of the results of the Recall and who was appointed to fill the vacancy.
2. Any Director who is a subject of a Recall action shall immediately be suspended from their office until the Recall action has been concluded.

ARTICLE XVII – ANNUAL ROAD ASSESSMENT

1. The annual Assessment for each parcel shall be an amount proportional to the “use” made of, (i.e. distance traveled on) Roadways in order to access that property or tributary roads leading to that property. The usage shall be based on the parcel's main driveway. The Rate shall be \$180.00 at the beginning of the Subdivision and shall increase by twenty dollars (\$20.00) for each additional half mile increment.
2. The Assessment is due and payable on May 1st of each year.
3. Bills for the following year shall be sent to the owners of record by April 1 and are due in thirty (30) days.
4. Assessments not fully paid by July 15th will be delinquent.

5. Members whose Assessment is still unpaid by August 15th will be:
 - a. First, sent a second notice advising that their account is delinquent and demanding payment, and
 - b. Second, should written demand for payment be unsuccessful, the Association may initiate Court action to collect all moneys due if the Board deems such action necessary and appropriate, pursuant to the provisions of Oregon Statute.
 - c. Court filing costs and any legal fees will be added to the Assessment, effective on the date of filing plus interest and late charges.
6. For those needing one, a payment schedule may be arranged, with the approval of the majority of the Board.
7. Members may make donations to the Association in addition to their assessment. Donations will not go towards their annual Assessments.
8. Annual Assessments may be changed by a majority vote (51%) of Association parcel owners.
9. Special Assessments for specific purposes, such as overlaying of degraded paved surfaces, may be levied by a majority vote (51%) of Association parcel owners.

ARTICLE XVIII – DRIVEWAY ENCROACHMENT

1. Property owners who wish to connect a driveway from their property to Association roads must contact the Board of Directors for encroachment specifications to ensure that drainage problems do not develop that could increase road maintenance costs.
2. If a problem with a driveway/road encroachment exists, the Board of Directors may require the owner to modify the encroachment at the owner's expense. In the event that correction is not accomplished within sixty (60) days after written notification of the owner, the Association may proceed with road repairs and take whatever legal recourse required for reimbursement from the property owner.

ARTICLE XIX - ROAD MAINTENANCE STANDARDS

1. The goal for the Association is that the road should be kept in a good, passable condition as is permitted by the Association budget.
2. Every Association member is responsible for maintaining the drainage ditches and driveway culverts on their property. Any damage to the Association roads from lack of said maintenance or lack of necessary driveway culverts is the responsibility of the appropriate property owner. Culverts buried beneath the roadway are the responsibility of the Association.
3. If the Board of Directors determines that a property owner, the owner's family, guests, tenants, or agents have misused, altered or caused damage to the roads maintained by the Association, that owner shall be notified by the Board of the damages and instructed to make repairs at the owner's expense. If the condition of the road is not restored within sixty (60) days to the satisfaction of the Board, then the Association may proceed with road repairs and take whatever legal recourse required for reimbursement from the property owner.
4. In the event of a dangerous emergency condition, the Board may act immediately to remove/repair such dangerous conditions.

5. Discretionary road work should be coordinated with the affected property owner.

ARTICLE XX – SPEED

1. The speed limit on the Roadways and its tributaries shall be no more than 25 MPH and be so posted at various points along the road.
2. Changes in speed limit require unanimous approval of the burdened parcel owners.

ARTICLE XXI – INSURANCE

The Association shall have the right to purchase and maintain a general liability policy of insurance to the full extent permitted by law.

ARTICLE XXII – RECORDS AND REPORTS

1. The Association shall keep:
 - a. Adequate and correct books and records of accounts;
 - b. Written minutes of the proceedings of its Members, Board, and Committees, and
 - c. A record of each Member's name, address, phone number, email and Assessor's Parcel Number. Said records shall be accessible to members pursuant to ARTICLE IV of these Bylaws.
2. Legal documents will be kept indefinitely. All other records may be destroyed after seven (7) years.

ARTICLE XXIII – AMENDMENTS

These bylaws may be repealed, altered, amended, or new Bylaws may be adopted by two-thirds (2/3) vote of the Association parcel owners except for those items requiring approval of the burdened property owners.

ARTICLE XXIV – SPECIAL MEETINGS

1. A Special Meeting of the Association Members may be called if any Member submits to the Board a petition which bears the signatures of five percent of the Association Parcel owners. A quorum at such special meetings must consist of 33% of Members.
2. The Special Meeting must then be scheduled by the Board to occur no later than 45 days from the date the petition was submitted to the Board.

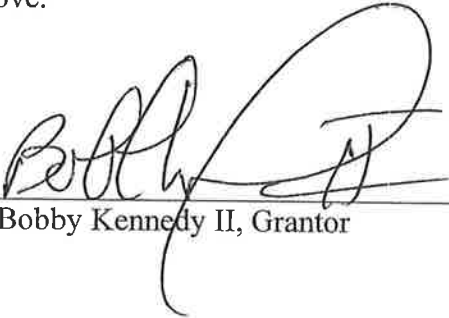
ARTICLE XXV – SURVIVABILITY CLAUSE

Each grantee, purchaser, or subsequent transferee of any parcel of real property shall, by acceptance, become bound by the CCRs and these Bylaws for themselves, their heirs, assigns, and successors in interest.

ARTICLE XXVI – BYLAWS EFFECTIVITY

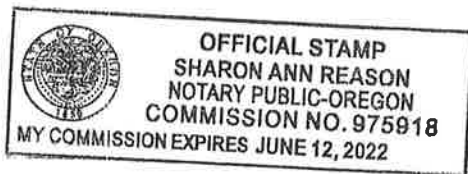
These Bylaws supersede any previous Association Bylaws and any previous Association approved amendments, motions or actions.

Now, Therefore, Grantor on this ^{BK} 4 day of ~~October~~ ^{November}, 2020 hereby establishes the Conditions, Covenants, and Restrictions set forth above.


Bobby Kennedy II, Grantor

STATE OF OREGON)
) ss.
County of Crook)

The foregoing instrument was acknowledged before me on November 4, 2020, 2020, by Bobby Kennedy II.




Notary Public for Oregon
My Commission Expires: 6-12-2022

15	16				800			12&16
TWP.	RGE.	SEC.	1/4	1/16	PARCEL NUMBER	Type	Spec. Int. In REAL PROP.	CODE AREA NUMBER
MAP NUMBER					TAX LOT NUMBER			

OFFICIAL RECORD OF DESCRIPTIONS
OF REAL PROPERTY
COUNTY ASSESSOR'S OFFICE

FORMERLY PART OF _____

Indent each new course to this point	19423=753.78 tca 12	DESCRIPTION AND RECORD OF CHANGE	Date of entry on this card	Deed Record		Acres Remaining
	19424=144.57 tca 16			Vol.	PG.	

Revised Description:
Partition Plat 2013-09
Parcel 2

PP	11/27/13	MF259199	898.35
Ease	10-1-18	289371	

15	16	800	page 2	306 187				
TWP	RGE	SEC	1/4	1/2	TAX LOT	TYPE	SPEC	CODE
MAP NUMBER		ACOUNT NUMBER		REFAL PROP		AREA NUMBER		

OFFICIAL RECORD OF DESCRIPTIONS
OF REAL PROPERTY
COUNTY ASSESSOR'S OFFICE

Crook

FORMERLY PART OF T. L. NO.

INDENT EACH NEW COURSE TO THIS POINT	DESCRIPTION	RECORD	DATE OF ENTRY ON THIS CARD	DEED RECORD VOL	PG	ACRES REMAINING
	Also: (Formerly Parcel 1200) Beg at the SE cor of NE 1/4 SW 1/4 Sec 16; th W 825'; th N 528'; th E 825'; th S 528' to POB.					65 425 MF31720
	Exc: Rd	0.73				10.00
	JV30312					9.27
	Exc: Parcel 804 JV 29989 53.20	memo of cont	5-19-77	MF40003		1528.12
		easement	12-14-77	MF 47741		
	Exc: Davis Co. Rd. No. 1122	JV 41561 4.89	11-3-80	Request		1523.23
		Easement	2-25-81	MF 58856		
	Code change to 13	V#44335	9/25/81			
	Walker, Janet & Allen, Louise	V#59702	8-30-90	87-PB-0018-15		
	Exc: parcel 806	JV 58675 303.00	2-21-90			1128.23
		C-LP-630-89				
	Pearce, George F. Jr. and Molly A.	V#59703	8-30-90	MF 92684		
	Kennedy, Bobby F. & Geneva V.	V#59704	8-30-90	MF 94441		
	LLA to Parcel 15 16 8 100	-9.76	12-13-95			1118.47
	Partition Plat 1995-29					
	POR PAR 1					
			WD 02-22-96	MF#123134		
			GPOFA 2-4-97	MF#132099		
	Ac Cor	-8.63 PP	3/1/01	158543		1,109.84
	Rev. Desc Part Plat 2000-43 Por Parcel 1 lying in Sec. 17 & Por Parcel 2 lying in Sec. 16, 17, & S1/2NW1/4, S1/2 Sec. 9					
	Exc: Parcel 811 (Por Parcel 1)	213.71 PP	3/1/01	158543		896.13

STATUTORY BARGAIN & SALE DEED

v.
Bobby F. Kennedy and Geneva G. Kennedy, husband and wife, as Grantor, convey to Bobby Kennedy II, Grantee, the following described real property in Crook County, Oregon:

Parcel 2 of Partition Plat # 2000-43 recorded December 26, 2000, at Deed/Partitions #159543, Records of Crook County, Oregon.

The true and actual consideration for the conveyance is \$0, but other consideration which is the entire consideration.

Send tax statements to: Grantee at P.O. Box 893, Prineville, OR 97754

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

Dated this 29 day of December, 2000.

Bobby F. Kennedy
Bobby F. Kennedy

Geneva G. Kennedy
Geneva G. Kennedy

AMERITITLE

STATE OF OREGON)

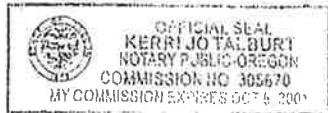
) ss.

County of Crook)

GENEVA V. KENNEDY, individually and as attorney in fact

Personally appeared the above named ~~Bobby F. Kennedy and Geneva G. Kennedy, husband and wife~~ and acknowledged the foregoing instrument to be their voluntary act and deed, before me this 27th day of December, 2000.

Kerr J. Talburt
Notary Public for Oregon
My Commission Expires: _____



STATE OF OREGON) ss 159564
COUNTY OF CROOK)

I CERTIFY THAT THE WITHIN INSTRUMENT WAS RECEIVED FOR RECORD ON THE 27th DAY OF December 2000 AT 11:00 AM AND RECORDED IN Deeds

RECORDS OF SAID COUNTY MAP NO. 159564
KERR J. TALBURT, CROOK COUNTY CLERK
By *Geneva G. Kennedy* DEPUTY

G W P E N A N S Y B R A S T W A L K E R M E D I T H R O M B A K E S

1 - Statutory Bargain & Sale Deed

After Recording Return To:
Bobby Kennedy, II
P.O. Box 893, Prineville, OR 97754



150 NE Court St., Prineville, OR 97754
PHONE (541)447-5181 FAX (541)447-3371

Title Report

STATUS OF RECORD TITLE

Bobby Kennedy II

February 10, 2021
Title Number: 439697AM
Title Officer: Erin Harrison
Fee: \$200.00

Your Reference No. 151600000800

We have searched the status of record title as to the following described property:

Parcel 3 of Partition Plat No. 2020-16, recorded September 30, 2020 as Instrument No. 2020-303205, records of Crook County, Oregon.

Vestee:

Bobby Kennedy, II

and dated as of **February 3, 2021** at 7:30 a.m.

Said property is subject to the following on record matters:

Tax Information:

Taxes assessed under Code No. 12 Account No. 19423 Map No. 151600000800

NOTE: The 2020-2021 Taxes: \$40.03, are Paid (includes additional property)

Taxes assessed under Code No. 16 Account No. 19424 Map No. 151600000800

NOTE: The 2020-2021 Taxes: \$7.77, are Paid (includes additional property)

1. Taxes deferred, as disclosed by the tax roll, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use the property will be subject to additional taxes or penalties and interest.
2. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.
3. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: United States Department of Interior, Bureau of Reclamation
Recorded: September 13, 1966
Book: 95, Page: 176
4. Restrictive Covenants regarding Release of Claims and Waiver of Remonstrances Against Farm Uses, including the terms and provisions thereof, and including among other things a waiver of right of remonstrance,
Recorded: September 22, 2004
Instrument No.: 193913

5. Access Easement as shown on the Partition Plat No. 2013-09.
6. Road Maintenance Agreement, including the terms and provisions thereof,
Recorded: May 26, 2017
Instrument No.: 2017-280566
Between: Daniel F. Schuette and Lizbeth A. Schuette
And: Bobby Kennedy, II
7. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Central Electric Cooperative, Inc.
Recorded: September 19, 2018
Instrument No.: 2018-289371
8. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Central Electric Cooperative, Inc.
Recorded: August 7, 2019
Instrument No.: 2019-294698
9. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: November 23, 2020
Instrument No.: 2020-304481
10. The Company will require verification the Operating Agreement of Grandridge Subdivision Road Association is in full force and effect, includes all amendments and that it has not been revoked or terminated.

Said Covenants, Conditions and Restrictions set forth above contain, among other things, levies and assessments of Grandridge Subdivision Homeowner's Association.
11. Access Easement as shown on the Partition Plat No. 2020-16.

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

THIS IS NOT A TITLE REPORT, A COMMITMENT TO ISSUE TITLE INSURANCE OR A GUARANTEE OF ANY KIND. No liability is assumed with this report. The fee charged for this service does not include supplemental reports or other services. Further dissemination of the information in this report in a form purporting to insure title to the herein described land is prohibited by law.

"Superior Service with Commitment and Respect for Customers and Employees"



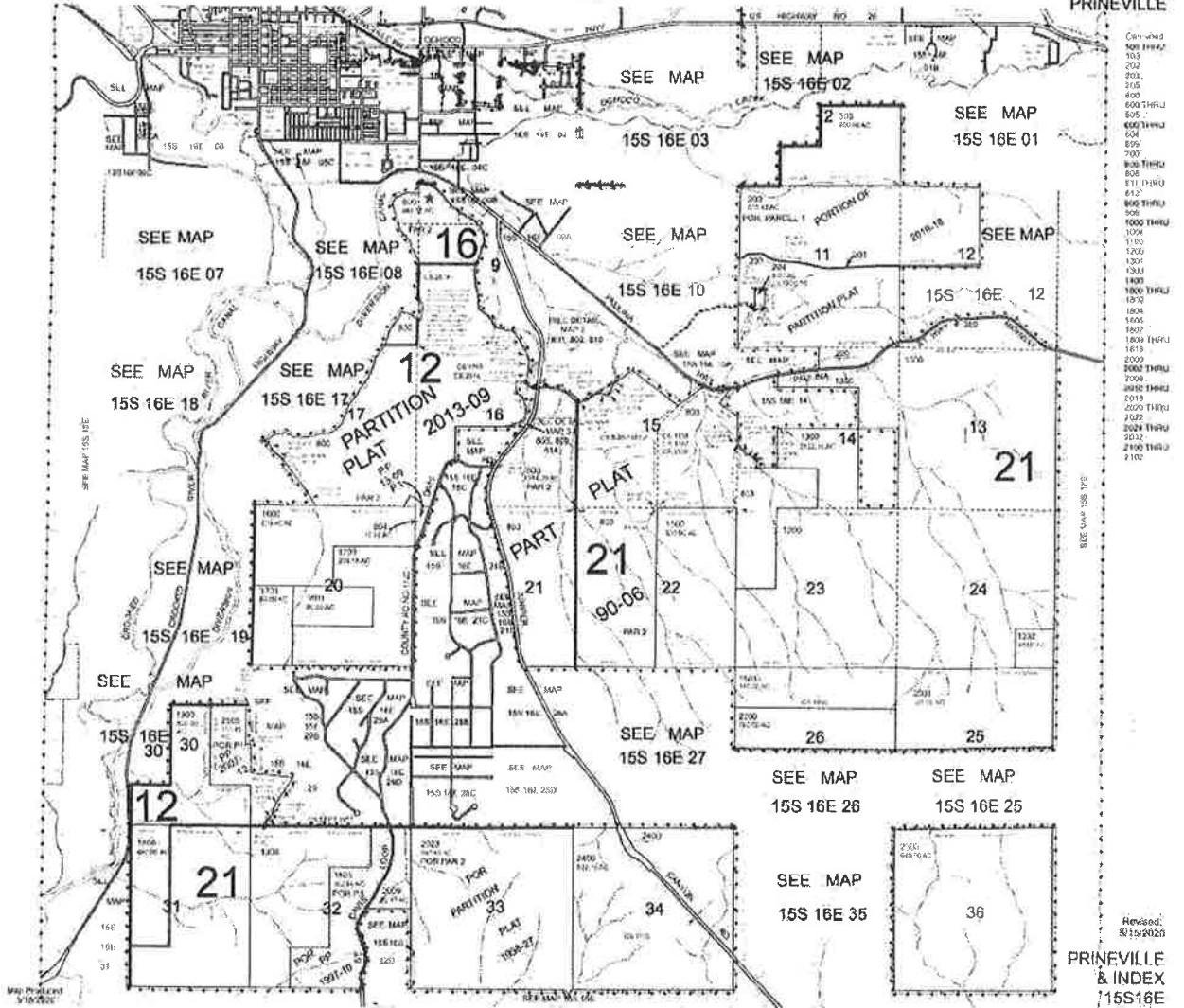
**COMPLIMENTS OF
AmeriTitle**

This sketch is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason or reliance thereon.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

T.15S. R.16E. W.M.
CROOK COUNTY
1" = 200'

15S16E
& INDEX
PRINEVILLE



Revised:
5/15/2025
PRINEVILLE
& INDEX
15S16E

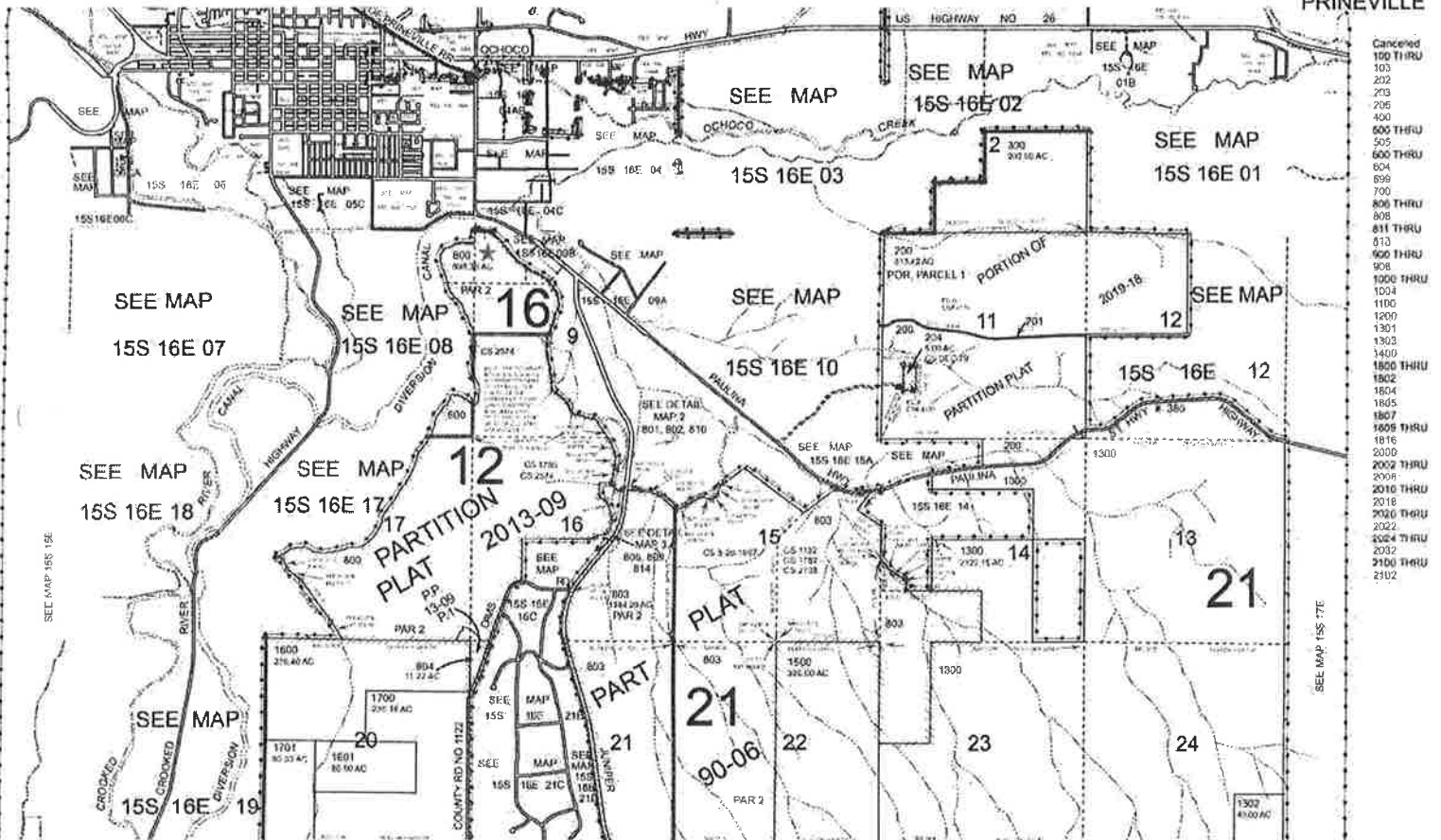


COMPLIMENTS OF
AmeriTitle

This sketch is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.

1" = 2000'

PRINEVILLE



- Canceled
- 100 THRU
- 103
- 202
- 203
- 206
- 206
- 400
- 600 THRU
- 600 THRU
- 604
- 609
- 700
- 806 THRU
- 808
- 811 THRU
- 813
- 900 THRU
- 908
- 1000 THRU
- 1004
- 1100
- 1200
- 1301
- 1303
- 1400
- 1500 THRU
- 1802
- 1804
- 1805
- 1807
- 1809 THRU
- 1816
- 2000
- 2002 THRU
- 2008
- 2010 THRU
- 2018
- 2020 THRU
- 2022
- 2024 THRU
- 2032
- 2100 THRU
- 2102

SEE MAP 15S 15E

SEE MAP 15S 17E

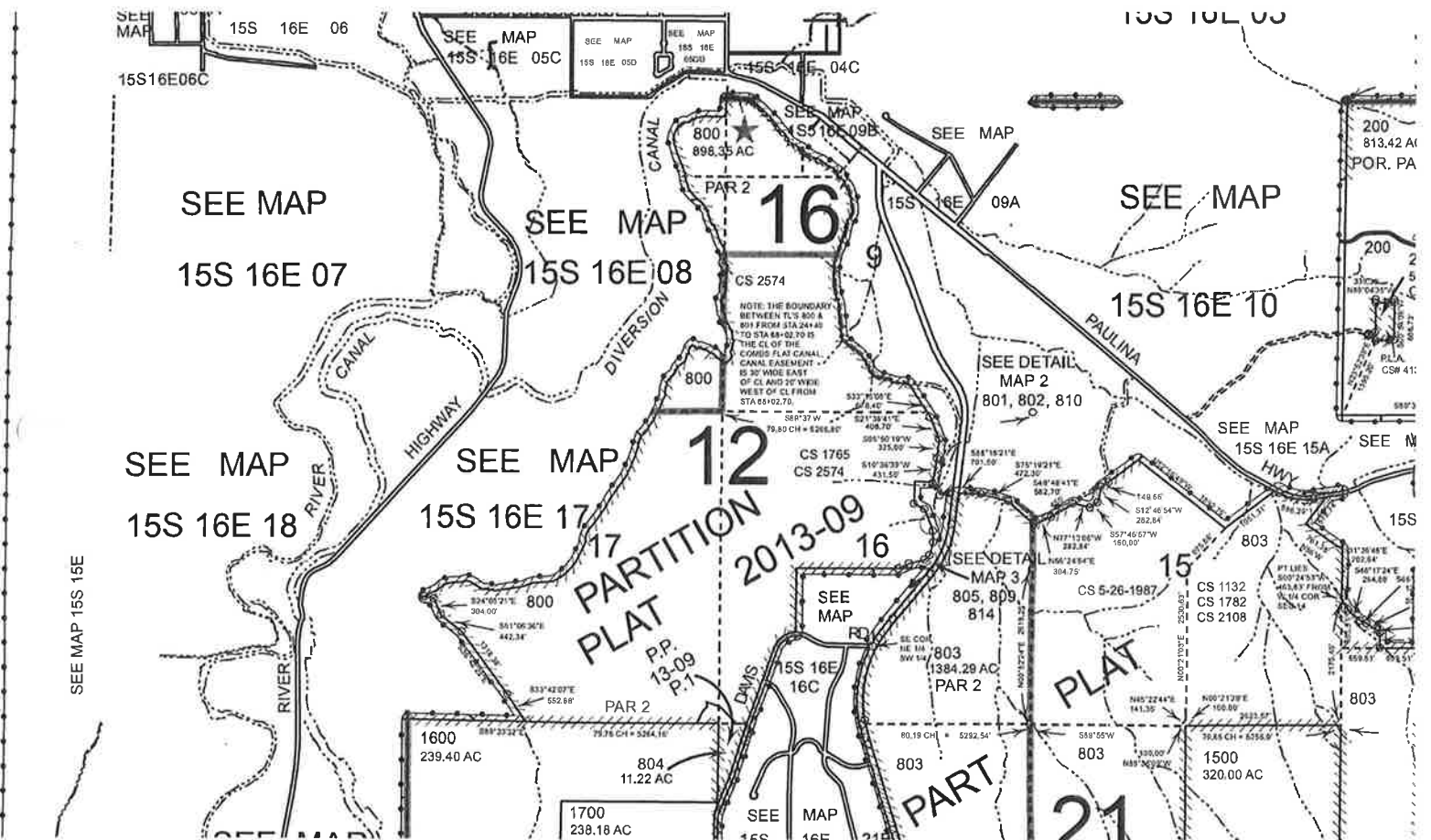
1302
4300 AC



**COMPLIMENTS OF
AmeriTitle**

This sketch is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason or reliance thereon.

...



After Recording Return To:

Dutli & Borneman, LLP
545 NE Seventh Street
Prineville, OR 97754

Send Tax Statements To:

Bobby Kennedy, II
PO Box 893
Prineville, OR 97754

Crook County Official Records 2008-227846
DEED-D
Cnt=1 Str=6 COUNTER 04/11/08 04:38 PM
\$10.00 \$11.00 \$5.00 \$10.00 \$36.00



I, Deanna Berman, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Deanna Berman



TRUSTEE'S DEED

ENTERED APR 14 2008

THIS INDENTURE, made this 11th day of April, 2008, between Carl M. Dutli, hereinafter called trustee, and Bobby Kennedy, II, hereinafter called the second party; WITNESSETH:

RECITALS: Glenn M. Kotara, as to an undivided one-third interest, and The S&H Group, Inc., as to an undivided two-thirds interest, as grantor, executed and delivered to Carl M. Dutli, as trustee, for the benefit of Bobby Kennedy, II, as beneficiary, a certain trust deed dated May 9, 2006, recorded May 11, 2006, in the Records of Crook County, Oregon, as microfilm No. 2006-210995, and re-recorded May 18, 2006, in records of Crook County, Oregon, as MF No. 2006-211184. In that trust deed, the real property therein and hereinafter described was conveyed by the grantor to the trustee to secure, among other things, the performance of certain obligations of the grantor to the beneficiary. The grantor thereafter defaulted in performance of the obligation secured by the trust deed as stated in the notice of default hereinafter mentioned, and such default still existed at the time of the sale hereinafter described.

By reason of the default, the owner and holder of the obligations secured by the trust deed, being the beneficiary therein named, or the beneficiary's successor in interest, declared all sums so secured immediately due and owing. A notice of default containing an election to sell the real property and to foreclose the trust deed by advertisement and sale to satisfy the asserting grantor's obligations was recorded on December 7, 2007, in the Records of Crook County, as microfilm No. 2007-225610, to which reference now is made.

After recording the notice of default, the undersigned trustee gave notice of the time for and place of sale of the real property, as fixed by the trustee and as required by law. Copies of the notice of sale were served pursuant to ORCP 7D.(2) and 7D.(3), or mailed by both first class and certified mail with return receipt requested, to the last known addresses of the persons or their legal representatives, if any, named in ORS 86.740 (1) and 86.740 (2)(a), at least 120 days before the date the property was sold. A copy of the notice of sale was mailed by first class and certified mail with return receipt requested to the last known address of the fiduciary or personal representative of any person named in ORS 86.740 (1), promptly after the trustee received knowledge of the disability, insanity, or death of any such person. Copies of the notice of sale were served upon occupants of the property described in the trust deed in the manner in which a summons is served pursuant to ORCP 7D.(2) and 7D.(3) at least 120 days before the date the property was sold, pursuant to ORS 86.750(1). If the foreclosure proceedings were stayed and released from the stay, copies of an amended notice of sale in the form required by ORS 86.755(6) were mailed by registered or certified mail to the last known addresses of those persons listed in ORS 86.740 and 86.750(1) and to the address provided by each person who was present at the time and place set for the sale which was stayed within 30 days after the release from the stay. The trustee published a copy of the notice of sale in a newspaper of general circulation in each county in which the real property is situated once a week for four successive weeks. The last publication of the notice occurred more than twenty days prior to the date of sale. The mailing, service and publication of the notice of sale are shown by affidavits and/or proofs of service duly recorded prior to the sale in the county records, those affidavits and proofs, together with the Notice of Default and Election to Sell and the notice of sale, being now referred to and incorporated in and made a part of this deed as if fully set forth herein. The undersigned trustee has no actual notice of any person, other than the persons named in those affidavits and proofs as having or claiming a lien on or interest in the real property, entitled to notice pursuant to ORS 86.740(1)(b) or (1)(c).

The true and actual consideration for this conveyance is \$7,502,146.58.

The undersigned trustee, on April 10, 2008, at the hour of 1:30 p.m., in accord with the standard of time established by ORS 187.110, and at the place so fixed for sale, in full accordance with the laws of the State of Oregon and pursuant to the powers conferred upon the trustee by the trust deed, sold the real property in one parcel at public auction to the second party for the sum of \$7,502,146.58, the second party being the highest and best bidder at the sale, and that sum being the highest and best bid for the property.

NOW, THEREFORE, in consideration of that sum so paid by the second party in cash, the receipt whereof is acknowledged, and by the authority vested in the trustee by the laws of the State of Oregon and by the trust deed, the trustee does hereby convey unto the second party all interest which the grantor had or had the power to convey at the time of grantor's execution of the trust deed, together with any interest the grantor or grantor's successors in interest acquired after the execution of the trust deed in and to the following described real property, to-wit:

Parcel Three (3) of Partition Plat No. 2005-6, recorded March 1, 2005, in Partitions MF No. 2005-197983, records of Crook County, Oregon, Partition of Partition 2 of Plat No. 2000-43, located in Portions of Sections 8, 9, 16, 17, and 21, in Township 15 South, Range 16 East of the Willamette Meridian, Crook County, Oregon;

TO HAVE AND TO HOLD the same unto the second party and the second party's heirs, successors in interest and assigns forever.

In construing this instrument, and whenever the context so requires, the singular includes the plural; "grantor" includes any successor in interest to the grantor, as well as each and every other person owing an obligation, the performance of which is secured by the trust deed; "trustee" includes any successor trustee; "beneficiary" includes any successor in interest of the beneficiary first named above; and "person" includes a corporation of any other legal or commercial entity.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. 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.

IN WITNESS WHEREOF, the undersigned trustee has hereunto executed this document. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

Carl M. Dutli

Carl M. Dutli

STATE OF OREGON)
)ss.
County of Crook)

This instrument was acknowledged before me on April 11, 2008, by Carl M. Dutli.

Christine M. Murrian

Notary Public for Oregon

My commission expires: Oct. 22, 2010





Crook County Property Summary Report

Report Date: 1/27/2021 1:29:12 PM

Disclaimer

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Account Summary

Account Information

Mailing Name: KENNEDY BOBBY II
Map and Taxlot: 15160000-00800-19423
Account: 19423
Tax Status: Taxable
Situs Address: UNDETERMINED , PRINEVILLE OR 97754

Property Taxes

Current Tax Year: 2020
Tax Code Area: 0012

Assessment

Subdivision: PP 2013-09, PORTION OF PARCEL 2
Lot:
Block:
Assessor Acres: 753.78
Property Class: 540

Ownership

Mailing Address:
KENNEDY BOBBY II
PO BOX 893
PRINEVILLE, OR 97754

Valuation

Real Market Values as of Jan. 1, 2020

Land \$3,770
Structures
Total \$3,770

Current Assessed Values:

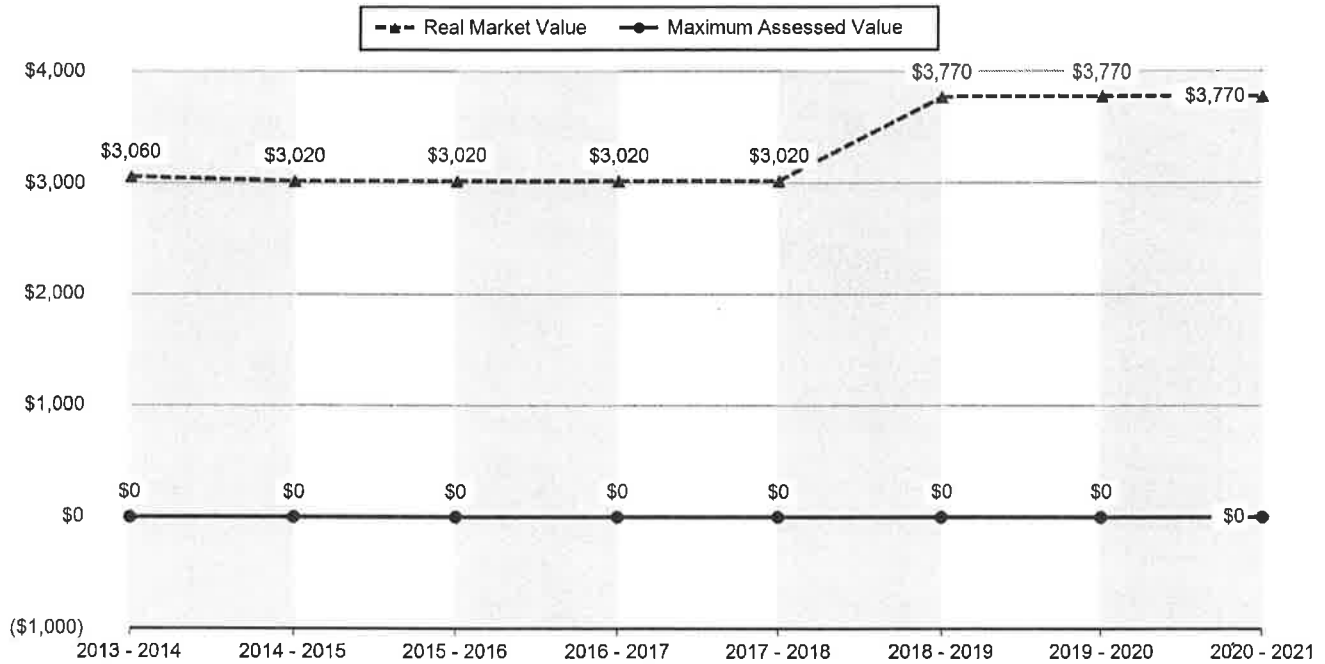
Maximum Assessed \$0
Assessed Value \$3,020
Veterans Exemption \$0.00

Warnings, Notations, and Special Assessments

Valuation History *All values are as of January 1 of each year. Tax year is July 1st through June 30th of each year.*

	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018
Real Market Value - Land	\$3,060	\$3,020	\$3,020	\$3,020	\$3,020
Real Market Value - Structures	\$0	\$0	\$0	\$0	\$0
Total Real Market Value	\$3,060	\$3,020	\$3,020	\$3,020	\$3,020
Maximum Assessed Value	\$0	\$0	\$0	\$0	\$0
Total Assessed Value	\$0	\$3,020	\$3,020	\$3,020	\$3,020
Exemption Value	\$0	\$0	\$0	\$0	\$0

2018 - 2019	2019 - 2020	2020 - 2021
\$3,770	\$3,770	\$3,770
\$0	\$0	\$0
\$3,770	\$3,770	\$3,770
\$0	\$0	\$0
\$3,770	\$3,770	\$3,020
\$0	\$0	\$0



Tax Payment History

Year	Date Due	Transaction Type	Transaction Date	As Of Date	Amount Received	Tax Due	Discount Amount	Interest Charged	Refund Interest
2020	11/15/2020	WRITE OFF	10/22/2020	10/22/2020	\$0.00	\$0.01	\$0.00	\$0.00	\$0.00
2020	11/15/2020	IMPOSED	10/16/2020	11/15/2020	\$0.00	\$40.03	\$0.00	\$0.00	\$0.00
2020	11/15/2020	PAYMENT	10/16/2020	10/16/2020	\$38.84	(\$40.04)	\$1.20	\$0.00	\$0.00
					Total:	\$0.00			
2019	11/15/2019	IMPOSED	11/15/2019	11/15/2019	\$0.00	\$47.80	\$0.00	\$0.00	\$0.00
2019	11/15/2019	PAYMENT	11/12/2019	11/15/2019	\$46.37	(\$47.80)	\$1.43	\$0.00	\$0.00
					Total:	\$0.00			
2018	11/15/2018	IMPOSED	11/15/2018	11/15/2018	\$0.00	\$47.99	\$0.00	\$0.00	\$0.00
2018	11/15/2018	PAYMENT	10/30/2018	11/15/2018	\$46.55	(\$47.99)	\$1.44	\$0.00	\$0.00
					Total:	\$0.00			
2017	11/15/2017	IMPOSED	11/15/2017	11/15/2017	\$0.00	\$38.97	\$0.00	\$0.00	\$0.00
2017	11/15/2017	PAYMENT	10/23/2017	11/15/2017	\$37.80	(\$38.97)	\$1.17	\$0.00	\$0.00
					Total:	\$0.00			
2016	11/15/2016	IMPOSED	11/15/2016	11/15/2016	\$0.00	\$38.31	\$0.00	\$0.00	\$0.00
2016	11/15/2016	PAYMENT	10/24/2016	11/15/2016	\$37.16	(\$38.31)	\$1.15	\$0.00	\$0.00
					Total:	\$0.00			
2015	11/15/2015	IMPOSED	11/15/2015	11/15/2015	\$0.00	\$37.75	\$0.00	\$0.00	\$0.00
2015	11/15/2015	PAYMENT	10/30/2015	11/15/2015	\$36.62	(\$37.75)	\$1.13	\$0.00	\$0.00
					Total:	\$0.00			
2014	11/15/2014	IMPOSED	11/15/2014	11/15/2014	\$0.00	\$37.25	\$0.00	\$0.00	\$0.00
2014	11/15/2014	PAYMENT	11/05/2014	11/15/2014	\$36.13	(\$37.25)	\$1.12	\$0.00	\$0.00
					Total:	\$0.00			
2013	11/15/2013	IMPOSED	11/15/2013	11/15/2013	\$0.00	\$38.80	\$0.00	\$0.00	\$0.00
2013	11/15/2013	PAYMENT	10/21/2013	11/15/2013	\$37.64	(\$38.80)	\$1.16	\$0.00	\$0.00
					Total:	\$0.00			

Sales History

Sale Date	Seller	Buyer	Sale Amount	Sale Type	Recording
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Structures

Land Characteristics

Land Description	Acres	Land Classification
Farm Use Zoned	752.23	0372

Related Accounts

Related accounts apply to a property that may be on one map and tax lot but due to billing have more than one account. This occurs when a property is in multiple tax code areas. In other cases there may be business personal property or a manufactured home on this property that is not in the same ownership as the land.

No Related Accounts found.

Ownership

Name Type	Name	Ownership Type	Percentage
Taxpayer	KENNEDY BOBBY II,		100.00%
OWNER	KENNEDY BOBBY II ,		100.00%
			200.00%



Crook County Property Summary Report

Report Date: 1/27/2021 1:28:26 PM

Disclaimer

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Account Summary

Account Information

Mailing Name: KENNEDY BOBBY II
Map and Taxlot: 15160000-00800-19424
Account: 19424
Tax Status: Taxable
Situs Address: UNDETERMINED , PRINEVILLE OR 97754

Property Taxes

Current Tax Year: 2020
Tax Code Area: 0016

Assessment

Subdivision: PP 2013-09, PORTION OF PARCEL 2
Lot:
Block:
Assessor Acres: 144.57
Property Class: 540

Ownership

Mailing Address:
KENNEDY BOBBY II
PO BOX 893
PRINEVILLE, OR 97754

Valuation

Real Market Values as of Jan. 1, 2020

Land \$720

Structures

Total \$720

Current Assessed Values:

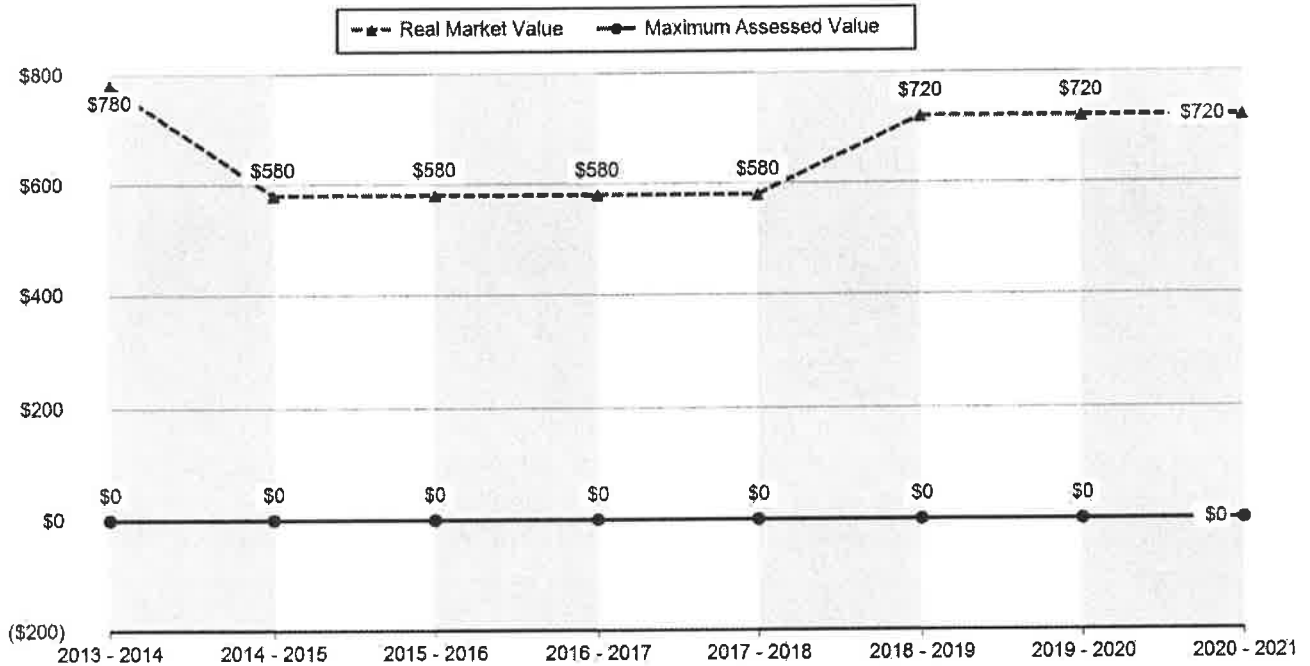
Maximum Assessed \$0
Assessed Value \$580
Veterans Exemption \$0.00

Warnings, Notations, and Special Assessments

Valuation History *All values are as of January 1 of each year. Tax year is July 1st through June 30th of each year.*

	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018
Real Market Value - Land	\$780	\$580	\$580	\$580	\$580
Real Market Value - Structures	\$0	\$0	\$0	\$0	\$0
Total Real Market Value	\$780	\$580	\$580	\$580	\$580
Maximum Assessed Value	\$0	\$0	\$0	\$0	\$0
Total Assessed Value	\$0	\$580	\$580	\$580	\$580
Exemption Value	\$0	\$0	\$0	\$0	\$0

2018 - 2019	2019 - 2020	2020 - 2021
\$720	\$720	\$720
\$0	\$0	\$0
\$720	\$720	\$720
\$0	\$0	\$0
\$720	\$720	\$580
\$0	\$0	\$0



Tax Payment History

Year	Date Due	Transaction Type	Transaction Date	As Of Date	Amount Received	Tax Due	Discount Amount	Interest Charged	Refund Interest
2020	11/15/2020	IMPOSED	10/16/2020	11/15/2020	\$0.00	\$7.77	\$0.00	\$0.00	\$0.00
2020	11/15/2020	PAYMENT	10/16/2020	10/16/2020	\$7.54	(\$7.77)	\$0.23	\$0.00	\$0.00
					Total:	\$0.00			
2019	11/15/2019	IMPOSED	11/15/2019	11/15/2019	\$0.00	\$9.23	\$0.00	\$0.00	\$0.00
2019	11/15/2019	PAYMENT	11/12/2019	11/15/2019	\$8.95	(\$9.23)	\$0.28	\$0.00	\$0.00
					Total:	\$0.00			
2018	11/15/2018	IMPOSED	11/15/2018	11/15/2018	\$0.00	\$9.26	\$0.00	\$0.00	\$0.00
2018	11/15/2018	PAYMENT	11/08/2018	11/15/2018	\$8.98	(\$9.26)	\$0.28	\$0.00	\$0.00
					Total:	\$0.00			
2017	11/15/2017	IMPOSED	11/15/2017	11/15/2017	\$0.00	\$7.58	\$0.00	\$0.00	\$0.00
2017	11/15/2017	PAYMENT	10/23/2017	11/15/2017	\$7.35	(\$7.58)	\$0.23	\$0.00	\$0.00
					Total:	\$0.00			
2016	11/15/2016	IMPOSED	11/15/2016	11/15/2016	\$0.00	\$7.44	\$0.00	\$0.00	\$0.00
2016	11/15/2016	PAYMENT	10/24/2016	11/15/2016	\$7.22	(\$7.44)	\$0.22	\$0.00	\$0.00
					Total:	\$0.00			
2015	11/15/2015	IMPOSED	11/15/2015	11/15/2015	\$0.00	\$7.31	\$0.00	\$0.00	\$0.00
2015	11/15/2015	PAYMENT	10/30/2015	11/15/2015	\$7.09	(\$7.31)	\$0.22	\$0.00	\$0.00
					Total:	\$0.00			
2014	11/15/2014	IMPOSED	11/15/2014	11/15/2014	\$0.00	\$7.24	\$0.00	\$0.00	\$0.00
2014	11/15/2014	PAYMENT	11/05/2014	11/15/2014	\$7.02	(\$7.24)	\$0.22	\$0.00	\$0.00
					Total:	\$0.00			
2013	11/15/2013	IMPOSED	11/15/2013	11/15/2013	\$0.00	\$10.06	\$0.00	\$0.00	\$0.00
2013	11/15/2013	PAYMENT	10/21/2013	11/15/2013	\$9.76	(\$10.06)	\$0.30	\$0.00	\$0.00
					Total:	\$0.00			

Sales History

Sale Date	Seller	Buyer	Sale Amount	Sale Type	Recording
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Structures

Land Characteristics

Land Description	Acres	Land Classification
Farm Use Zoned	144.27	0372

Related Accounts

Related accounts apply to a property that may be on one map and tax lot but due to billing have more than one account. This occurs when a property is in multiple tax code areas. In other cases there may be business personal property or a manufactured home on this property that is not in the same ownership as the land.

No Related Accounts found.

Ownership

Name Type	Name	Ownership Type	Percentage
Taxpayer	KENNEDY BOBBY II,		100.00%
OWNER	KENNEDY BOBBY II ,		100.00%
			200.00%



THIS SPACE RESERVED FOR RECORDER'S USE

After recording return to:
Jack Utterback and Traci Utterback
8310 SW Red Cloud Ln
Powell Butte, OR 97753

Crook County Official Records **2020-304962**
DEED-D
Pgs=2 **12/14/2020 09:50:02 AM**
\$10.00 \$2.00 \$11.00 \$10.00 \$61.00 \$99.00
\$5.00
I, Cheryl Seely, County Clerk for Crook County,
Oregon, certify that the instrument identified
herein was recorded in the Clerk records.
Cheryl Seely - County Clerk



Until a change is requested all tax statements shall be
sent to the following address:
Jack Utterback and Traci Utterback
8310 SW Red Cloud Ln
Powell Butte, OR 97753
File No. 390316AM

STATUTORY WARRANTY DEED

Bobby Kennedy, II,

Grantor(s), hereby convey and warrant to

Jack Utterback and Traci Utterback, as Tenants by the Entirety,

Grantee(s), the following described real property in the County of Crook and State of Oregon free of encumbrances except as specifically set forth herein:

Parcel 2 of Partition Plat No. 2020-16, recorded September 30, 2020 as Instrument No. 2020-303205, records of Crook County, Oregon.

FOR INFORMATION PURPOSES ONLY, THE MAP/TAX ACCT #(S) ARE REFERENCED HERE:

151600000800 19423 (portion of)
151600000800 19424 (portion of)

The true and actual consideration for this conveyance is \$279,000.00.

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

Return To:

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


Dated this 10 day of December, 2020.



Bobby Kennedy II

State of Oregon } ss
County of Crook }

On this 10 day of December, 2020, before me, Sharon Reason a Notary Public in and for said state, personally appeared Bobby Kennedy II, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




Notary Public for the State of Oregon
Residing at: Penwell
Commission Expires: 6-12-2022



After Recording Please Return to:
Bobby Kennedy
PO Box 893
Prineville, OR 97754

Crook County Official Records	2020-304481
DEED-CCR	11/23/2020 10:20:02 AM
Pgs=13	\$154.00
\$65.00 \$2.00 \$11.00 \$10.00 \$61.00	
\$5.00	
I, Cheryl Seely, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Cheryl Seely - County Clerk	



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
GRANDRIDGE SUBDIVISION
CROOK COUNTY, OREGON**

Whereas, Bobby Kennedy II (“Grantor”) is the owner of that certain tract of land designated as Parcels 1, 2, and 3 on Partition Plat No. 2020-16, filed in the office of the County Clerk for the County of Crook, State of Oregon, and intended to eventually be a subdivision, and hereinafter known as “Grandridge Subdivision.”

Whereas, Grantor intends to sell lots for building sites within said subdivisions to subject to certain protective restrictions, conditions, limitations, and reservations, to insure the most beneficial development of said area as a residential subdivision and to prevent any use thereof as might tend to diminish the value of the development.

Whereas, Grantor makes the following protective restrictions and conditions upon GRANDRIDGE SUBDIVISION to run with the land and be binding on all persons owning property within the subdivision:

1. No lot shall be used except for residential purposes. No commercial uses including home occupations are allowed.
2. All house and outbuilding plans must be submitted to the Architectural Review Committee, which shall consist of three persons designated by Grantor, prior to construction.
3. No campers or trailers shall be allowed for permanent residences.
4. No structure of a temporary nature, character, garage, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently with the exception of a lot owner has been issued a building permit for the construction, remodeling or replacement of a resident for the lot that the structure is being used.
5. All homes shall be constructed on site and not moved from another location. Buildings must be suitable for year-round use and must be placed on permanent masonry foundations or footings. All buildings, outbuildings and fences must be constructed in a workmanlike manner of attractive, properly finished material that harmonizes with the surroundings.
6. All laws of Crook County and the State of Oregon must be complied with as to fire protection, building construction, sanitation and public health.

7. All dwellings under construction shall be entirely completed within eighteen months from start of construction.

8. All exterior materials, both siding and roofing shall be of a color to blend with the natural surroundings – earth tones. Metal roofing shall be allowed for those that simulate a tile roof are similar earth tone colors.

9. Roads in the subdivision shall be constructed by county standards. Maintenance and/or improvements shall be supervised by the Grandridge Subdivision Road Association, which all property owners within the subdivision shall automatically become members of and subject to its rules, regulations, and by-laws. Costs will be prorated by lot to land owners. It is understood road maintenance and/or improvements will remain the responsibility of the land owners if the Covenants, Conditions, and Restrictions expire or change, unless the roads are taken over by a governmental authority. Grantor hereby adopts the By-Laws of the Road Association, attached hereto as Exhibit A, and incorporated herein, which shall be considered additional covenants with respect to the subdivision.

10. No building or structure of any kind shall be located outside the designated homesite area without prior approval of the architectural committee, which shall be created by the declarant. The Architectural Committee shall consist of three (3) persons, which may include Grantor. Rules may be promulgated by the Committee and shall be made available to any Person so affected.

11. No building shall be nearer than fifty (50) feet to the front line, nor nearer than fifty (50) feet to any side street line, nor nearer than fifty (50) feet to any side lot line, nor nearer than fifty (50) feet to any rear lot line. For the purposes of these restrictions, eaves, steps, and porches shall be considered as part of a building.

12. Each homesite shall be developed with minimal modification of the existing topography as practicable. All dirt and debris resulting from excavation must be incorporated in the landscape or removed from the site. All areas disturbed during construction must be restored to their original appearance or in accordance with an approved landscape plan.

13. No Lot shall be subdivided or partitioned into smaller parcels. Property line adjustments shall be permitted, subject to compliance with the Crook County Land Ordinances. This prohibition shall not apply to Grantor

14. Within the easements as shown the recorded plat, no plantings of trees or shrubs which would interfere with the utilities shall be permitted. The easement area of each lot shall be maintained continuously by the owner of the lot.

15. Each owner has the right to drill a domestic well after obtaining approval of the proper regulatory authorities, however, said covenants and conditions are not be deemed a guarantee that water is available.

16. Sewage disposal shall be affected by means of individual septic tanks, the type of tank, its construction, location on lot and tile disposal field shall be constructed in the designated areas approved by the Crook County Environmental Department. No cesspools or outside toilets shall be permitted with the exception of ongoing construction.

17. Livestock shall be allowed on a lot within the subdivision subject to any applicable County regulations. Household pets (dogs and cats) are allowed. Dogs shall not be allowed to run at large and must be kept within a fenced area or on a leash.

18. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood. This provision shall include noxious or offensive animals.

19. No outside storage of old used automobiles, trailers, atvs, or other similar vehicles. Such storage is allowed only within an enclosed structure as described heretofore.

20. No sign of any kind shall be displayed to the public view on any lot except one professional sign advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

21. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

22. Irrigated landscaped area consisting of either lawn and/or shrubbery shall be limited to a maximum area of 5000 square feet.

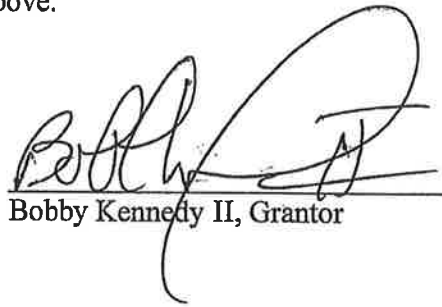
23. The foregoing protective restrictions shall run with the land and shall be binding on all the parties and all persons claiming under them for period of twenty-five (25) years from August 1, 2020, at which time said protective restrictions shall automatically be renewed for an additional period of twenty-five (25) years, unless 75% or more of the owners of record at that date, agree in writing to changes and said changes are made in a lawful manner.

24. Nothing contained in this declaration shall impair or default the lien of any mortgage or deed of trust made in good faith and for value, but titles to any property subject to this declaration obtained through sale in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the protective restrictions hereof.

25. Enforcement of each and all of the protective restrictions shall be enforceable by injunction or by other form of action available to the parties aggrieved, or to Grantor or its successors in interest. Invalidation of any one of these protective restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

[Signature Page to Follow]


Now, Therefore, Grantor on this 4 day of ^{November}~~October~~, 2020 hereby establishes the Conditions, Covenants, and Restrictions set forth above.


Bobby Kennedy II, Grantor

STATE OF OREGON)
) ss.
County of Crook)

The foregoing instrument was acknowledged before me on November 4, 2020, 2020, by Bobby Kennedy II.




Notary Public for Oregon
My Commission Expires: 6-12-2022

**BYLAWS OF THE GRANDRIDGE SUBDIVISION ROAD ASSOCIATION
CROOK COUNTY, OREGON**

ARTICLE I – NAME.

The name of this Association is the Grandridge Subdivision Road Association.

ARTICLE II - PURPOSE AND LIMITATIONS

General Purpose.

This Corporation will be organized under the Non-profit Corporation law. Association is for the purpose of the homeowners within the Grand ridge Subdivision.

Specific Purpose.

Within the context of the General Purpose stated above, the Corporation is formed to provide for the implementation of the Covenants, Conditions, and Restriction for Grandridge Subdivision (hereinafter the “CCRs”) which run with the land.

The Association formed to implement and facilitate the requirements of the CCRs including:

1. Affix, levy, collect, and enforce payment of any charges or assessments set forth in the CCRs or in these Bylaws.
2. Pay all expenses in connection therewith and all office and other incidental expenses for the conduct of business for this Association.
3. Consider acquiring a liability insurance policy for the Board of Directors and/or for the Association subject to an approval of 51% of the parcel owners.
4. This Association shall not engage in any activities or exercise any powers which are not consistent with the above stated purposes of this association.
5. No part of the net earnings of this association shall inure to the benefit of any Member or Officer of this association.
6. The Association may engage in any lawful, for profit enterprise and shall apply any profits to the maintenance of the Roadway.

ARTICLE III - OFFICES

The physical location of this Association will be the Prineville, Oregon, home or office address of the acting Chairperson of the Board of Directors. The actual mailing address shall be the mailing address of the acting Chairperson of the Board of Directors.

ARTICLE IV - MEMBERS

Class of Membership and Rights.

The Association shall have one class of member, and the membership, voting, and other rights, interests and privileges of each member shall be equal.

Eligibility and Membership.

Membership in the Association is required of all legal owners, their heirs, successors of interest, and assigns of each parcel of real property that utilizes the Roadway for ingress or egress as provided by CCRs.

Voting rights.

1. Each parcel of property accessed by the Roadway shall be allowed one vote. Members may vote in person or by proxy. Association members may not vote if their assessment payments are delinquent.
2. Any Association business requiring a mailed ballot shall be delivered by U.S. Mail service (hereinafter referred to as USPS). The balloting must be secret. All Association members must follow the instructions on the ballot envelope.

Right to inspect records.

All records of this Association shall be open to inspection on written demand by any member, their attorney or agent, at any reasonable time for a purpose reasonably related to their interest.

ARTICLE V - MEETINGS

- General membership meetings shall be held at least once per year.
- Board of Directors' meetings shall be held at least quarterly. The Board must meet at least thirty days preceding the annual membership meeting to form an agenda for the meeting.

Requirements.

The annual meeting shall be held in close proximity to Grandridge Subdivision in Prineville, Oregon in April prior to the start of the fiscal year unless the Board of Directors designates another time and place and so notifies Members. Notice of time, place and date must be made three weeks in advance of the meeting. Notice may be given by USPS mail or by electronic mail. Agenda for the meeting must be included in the notice.

Notifications.

1. A summary of the minutes shall be published and distributed to the Association Members no later than fifteen days following the Annual or any Special meeting.
2. Correspondence to Members may include; a summary of income, expenditures, balance in the Associations' bank accounts, a brief summary of any road maintenance done since the last correspondence, and matters of common concern.
3. If required, an official secret ballot with pros and cons of proposals and/or candidates to be voted on, shall be mailed to the members. Mailed ballots must be returned to the Corporation within thirty (30) days. Ballots must specify deadline date.

ARTICLE VI – BOUNDARIES

The boundaries of the Association shall include all lots within the Grandridge Subdivision.

ARTICLE VII - BOARD OF DIRECTORS

The Board shall consist of five Directors. These Directors will hold the primary positions of this Corporation with the following titles:

- Chairperson
- Vice Chairperson
- Secretary/Treasurer
- Roadwork Director

General Corporate powers.

1. Subject to the provisions and limitations of Oregon law, and subject to any limitations within these Bylaws or within the CCRs that require approval of Members, the association's power shall be exercised by or under the Board's direction.
2. The Board may adopt and use a corporate seal, and may alter the form of the seal from time to time.
3. Directors will serve two-year terms.
4. Directors shall be elected to staggered two-year terms of office. The Board members holding the offices of Vice Chairperson and Secretary/Treasurer shall be elected to terms which expire in even numbered years, the Chairperson, and Roadwork Directors terms expire on odd numbered years.

Vacancies.

In the event of a vacancy on the Board, the remaining Directors shall elect a successor who shall serve the unexpired term of the predecessor.

Meetings by telephone.

Any meeting may be held by conference call provided a quorum is present.

Compensation and reimbursement.

1. A Director shall not receive any compensation for any service they may render to the Association. However, any Director may be reimbursed for actual out-of-pocket expenses incurred in the performance of their duties. Claims for reimbursement must be supported by vouchers or receipts. Those receipts must be retained for four years.
2. Directors shall not make any loan of association funds to anyone nor guarantee any obligation of any person.

ARTICLE VIII – QUORUM

1. A majority of Directors of the Board must be present to constitute a quorum. Every action taken by the Board, or decision made by a majority of the Board, shall be the "act" of the Board, including approval of contracts, appointment of committee and any other lawful business.
2. Twenty-five (25%) percent of the Members must be present at the Annual or any Special membership meeting for the conduct of business.
3. At any meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

ARTICLE IX – COMMITTEES

1. The Chairperson may create ad hoc committees to carry out the business and objectives of this association and serve at the will of the Board.
2. Committee members will serve for one-year terms and may be appointed for consecutive terms
3. All meetings, including committee meetings, are open to all Association Members. The Board does have the discretion to meet in "Executive Session" for the discussion of:

- personnel matters
- working out a payment schedule for Members
- the awarding of third-party contracts
- litigation
- an appeal by any Member who may contest their dues assessment

Minutes of executive sessions will express, in general terms, the results of such sessions.

4. The Secretary shall be given at least 48 hours' notice of all meetings of the Board of Directors or any Committee. Notice shall include date, time, and location of the meeting.

5. Members who wish to be informed of Committee and/or Board meetings may contact the Secretary to make notification arrangements. If notification is to be done by mail, the Members are to supply the Secretary with self-addressed, stamped envelopes. Members may request notification by email.

ARTICLE X – DUTIES

1. The BOARD:

a) Conducts the business affairs of the Association in accordance with good business practices, within the confines of the Association's Bylaws, CCRs, and the Laws or any other laws of Oregon.

b) Reviews the Treasurer's invoices and account records, whenever there is a change of Treasurers, to ensure they are accurate and complete. The results of the review shall be entered in the minutes of the Board.

c) Ensures that the Association is never financially obligated beyond the actual cash amount on deposit in the bank, and a minimum balance of one thousand dollars (\$1,000.00) is maintained for emergency Association expenditures.

d) Ensure that a current copy of the Bylaws is recorded with the County.

2. The CHAIRPERSON:

a) Provides leadership and direction to the Board and the Committees.

b) Presides at the meetings of the Board and of the Association.

c) Ensures that the Association members are kept informed of Board actions and of the financial condition of the Association.

3. The VICE CHAIRPERSON:

a) Assists the Chairperson and assumes the duties of the Chairperson in their absence.

b) Takes over the office of the Chairperson, if a vacancy occurs or whenever the Chairperson becomes unable to perform the duties of the office.

4. The SECRETARY:

a) Maintains complete and orderly records of correspondence and other records of the Association.

- b) Verifies the quorum at all meetings
 - c) Records the minutes of meetings
 - d) Assists the Chairperson, Vice Chairperson, and the Treasurer as needed.
 - e) Maintains a directory of names and mailing addresses of owners of record for each parcel comprising the Association membership. This directory is to be based on records of the Assessor of County of Crook and is to be updated at least annually.
 - f) Gives notice of all meetings to Members and the Board.
 - g) Keeps the Corporate seal in safe custody
 - h) Makes all filings required by the State.
 - I) Ensures that new property owners receive a copy of these Bylaws.
5. The TREASURER:
- a) Issues annual dues assessment invoices to property owners and follow-up statements as needed
 - b) Files liens if necessary
 - c) Processes payment invoices submitted by vendors and suppliers
 - d) Maintains correct and complete financial records of receipts, disbursements and balances, using bookkeeping methods approved by the Board of Directors. The books of account shall be open to inspection by any Director at all reasonable times.
 - e) Provides financial statement at each board meeting.
 - f) Submits quarterly statements of accounts for review to Chairperson.
6. The ROADWORK DIRECTOR:
- a) Reports to the Board on road deficiencies at least twice per year.
 - b) Develops and prioritizes proposals for road work within the Association's budget
 - c) Records bids for proposed road work
 - d) Oversees all road work, ensuring that the Road Maintenance Standards (Article XIX in these Bylaws) are met or exceeded and that work is done in a timely manner.

ARTICLE XI – EXPENDITURES

1. The following Directors will be approved for signing checks: Chairperson, Vice Chairperson, Secretary, and Treasurer. Signatures of any two of these Board members are required on any Association check larger than \$500.00 (five hundred dollars).

2. Other than approved budgeted road work, expenditures over \$1000.00 (one thousand dollars), must be approved in advance by a majority of the Board.

ARTICLE XII - CORRESPONDENCE

1. The Treasurer/Secretary shall each have a key to the Association mailbox in the event a PO Box is established.
2. The Association's mail must be collected and opened at least twice a month. Checks, bills, and correspondence concerning dues or the Association's account shall be forwarded immediately to the Treasurer. All other correspondence shall be forwarded to the Chairperson for appropriate response or action.
3. Correspondence must be replied to no later than thirty days from date of collection.

ARTICLE XIII – VOTING

1. Only Association members may vote on Association business.
2. Only one valid vote is allowed per parcel.
3. Members having multiple parcels shall be allowed a vote for each parcel.
4. Association members may not vote if their Assessment payments are delinquent.
5. For any association business that requires a full vote of the Membership of the Association, ballots shall be distributed in person or through the mail.
6. The members will be given a minimum of thirty (30) days to return their ballots.
7. The Secretary/Treasurer shall verify ballots against the Association's member directory.
8. Only those verified ballots received at the Association mailbox or given to an Association Director within the time limit are officially accepted.
9. A replacement ballot shall be supplied to those members who have lost theirs.
10. Proxies. At all Association meetings, each member may vote in person or by proxy. All proxies shall be in writing on a form provided by the Association.

ARTICLE XIV – ELECTIONS

1. The Board will solicit nominations for open positions on the Board and shall distribute nominations prior to the annual general meeting. Additional nominations may be made to the Board by any Association member prior to the annual meeting in a timely manner which allows their name to appear on the ballot.
2. Nominations for the Board may also be made by any Member from the floor at the Annual Meeting.
3. The list of Board nominees, a list of any association business to be voted on; and an Official Ballot shall be mailed to all Association Members, eligible to vote, no later than thirty (30) days before the annual meeting.
4. The nominees receiving the most votes will be elected.

ARTICLE XV – VACANCIES

1. A vacancy in the office of Chairperson shall be filled by the Vice Chairperson.
2. Other vacancies of the Board of Directors prior to completion of the terms of office shall be filled through appointment by majority vote of the remaining Board members.
3. Vacancy appointments shall be confirmed by a vote of Association members at the next Annual meeting.

ARTICLE XVI – RECALL OF BOARD MEMBERS

Misconduct Recall.

1. A member of the Board of Directors may be removed from office upon submission of charges (Recall) by a member of the Association which is beyond the authority granted them and are in violation of Association Bylaws or other applicable statutes.
2. The Board must vote on the Recall within forty-five (45) days of submission. If a majority of the Board members, not the object of the Recall, approve of the Recall action, then the Recall must then be put before a secret ballot vote of the Association Members within sixty (60) days of the Board's decision.

Recall by Petition.

1. A petition requesting the Board to consider removal of a Director may be submitted by any Association Member. The petition should explain fully the charges on which the Recall is based, and bears the signatures of twenty percent (20%) of the Association Members.
2. The Recall action must then be put before a secret ballot vote of the Association parcel owners within forty-five (45) days, and does not require approval of the Board.

Approval of Recall.

1. If a majority of Member ballots approve the Recall, the Board member in question will be removed from office immediately and they must surrender to the Board any records or materials belonging to the Association. The Board shall notify the Association Members of the results of the Recall and who was appointed to fill the vacancy.
2. Any Director who is a subject of a Recall action shall immediately be suspended from their office until the Recall action has been concluded.

ARTICLE XVII – ANNUAL ROAD ASSESSMENT

1. The annual Assessment for each parcel shall be an amount proportional to the "use" made of, (i.e. distance traveled on) Roadways in order to access that property or tributary roads leading to that property. The usage shall be based on the parcel's main driveway. The Rate shall be \$180.00 at the beginning of the Subdivision and shall increase by twenty dollars (\$20.00) for each additional half mile increment.
2. The Assessment is due and payable on May 1st of each year.
3. Bills for the following year shall be sent to the owners of record by April 1 and are due in thirty (30) days.
4. Assessments not fully paid by July 15th will be delinquent.

5. Members whose Assessment is still unpaid by August 15th will be:
 - a. First, sent a second notice advising that their account is delinquent and demanding payment, and
 - b. Second, should written demand for payment be unsuccessful, the Association may initiate Court action to collect all moneys due if the Board deems such action necessary and appropriate, pursuant to the provisions of Oregon Statute.
 - c. Court filing costs and any legal fees will be added to the Assessment, effective on the date of filing plus interest and late charges.
6. For those needing one, a payment schedule may be arranged, with the approval of the majority of the Board.
7. Members may make donations to the Association in addition to their assessment. Donations will not go towards their annual Assessments.
8. Annual Assessments may be changed by a majority vote (51%) of Association parcel owners.
9. Special Assessments for specific purposes, such as overlaying of degraded paved surfaces, may be levied by a majority vote (51%) of Association parcel owners.

ARTICLE XVIII – DRIVEWAY ENCROACHMENT

1. Property owners who wish to connect a driveway from their property to Association roads must contact the Board of Directors for encroachment specifications to ensure that drainage problems do not develop that could increase road maintenance costs.
2. If a problem with a driveway/road encroachment exists, the Board of Directors may require the owner to modify the encroachment at the owner's expense. In the event that correction is not accomplished within sixty (60) days after written notification of the owner, the Association may proceed with road repairs and take whatever legal recourse required for reimbursement from the property owner.

ARTICLE XIX - ROAD MAINTENANCE STANDARDS

1. The goal for the Association is that the road should be kept in a good, passable condition as is permitted by the Association budget.
2. Every Association member is responsible for maintaining the drainage ditches and driveway culverts on their property. Any damage to the Association roads from lack of said maintenance or lack of necessary driveway culverts is the responsibility of the appropriate property owner. Culverts buried beneath the roadway are the responsibility of the Association.
3. If the Board of Directors determines that a property owner, the owner's family, guests, tenants, or agents have misused, altered or caused damage to the roads maintained by the Association, that owner shall be notified by the Board of the damages and instructed to make repairs at the owner's expense. If the condition of the road is not restored within sixty (60) days to the satisfaction of the Board, then the Association may proceed with road repairs and take whatever legal recourse required for reimbursement from the property owner.
4. In the event of a dangerous emergency condition, the Board may act immediately to remove/repair such dangerous conditions.

5. Discretionary road work should be coordinated with the affected property owner.

ARTICLE XX – SPEED

1. The speed limit on the Roadways and its tributaries shall be no more than 25 MPH and be so posted at various points along the road.
2. Changes in speed limit require unanimous approval of the burdened parcel owners.

ARTICLE XXI – INSURANCE

The Association shall have the right to purchase and maintain a general liability policy of insurance to the full extent permitted by law.

ARTICLE XXII – RECORDS AND REPORTS

1. The Association shall keep:
 - a. Adequate and correct books and records of accounts;
 - b. Written minutes of the proceedings of its Members, Board, and Committees, and
 - c. A record of each Member's name, address, phone number, email and Assessor's Parcel Number.Said records shall be accessible to members pursuant to ARTICLE IV of these Bylaws.
2. Legal documents will be kept indefinitely. All other records may be destroyed after seven (7) years.

ARTICLE XXIII – AMENDMENTS

These bylaws may be repealed, altered, amended, or new Bylaws may be adopted by two-thirds (2/3) vote of the Association parcel owners except for those items requiring approval of the burdened property owners.

ARTICLE XXIV – SPECIAL MEETINGS

1. A Special Meeting of the Association Members may be called if any Member submits to the Board a petition which bears the signatures of five percent of the Association Parcel owners. A quorum at such special meetings must consist of 33% of Members.
2. The Special Meeting must then be scheduled by the Board to occur no later than 45 days from the date the petition was submitted to the Board.

ARTICLE XXV – SURVIVABILITY CLAUSE

Each grantee, purchaser, or subsequent transferee of any parcel of real property shall, by acceptance, become bound by the CCRs and these Bylaws for themselves, their heirs, assigns, and successors in interest.

ARTICLE XXVI – BYLAWS EFFECTIVITY

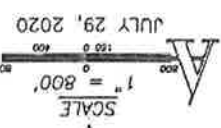
These Bylaws supersede any previous Association Bylaws and any previous Association approved amendments, motions or actions.

PARTITION PLAN NO. 2020-16
 PARTITION PLAN NO. 2013-09,
 LOCATED IN THE E1/2 OF SECTION 8, IN THE W1/2 AND SE1/4 OF
 SECTION 9, IN THE N1/2 AND SW1/4 OF SECTION 16, IN THE S1/2 AND
 NE1/4 OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 16 EAST, W.M.,
 CROOK COUNTY, OREGON
 W.O. 18-5086 217-20-000606-PLNG

SEE SHEET 1

LEGEND

NO.	DELTA	BEARINGS	LENGTH	CHORD BEARING
1	45.71	N47.04.48"W	80.00	64.03
2	27.08.44	N50.00	150.00	71.11
3	78.58.91	N38.00	135.00	107.90
4	27.38.47	N58.00	180.00	88.81
5	152.77.48	N50.00	115.20	80.74
6	27.38.47	N58.00	180.00	88.81
7	27.08.44	N50.00	150.00	71.11
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6	8.74	N31.30.58"W
7	360.88	N07.45.18"W
8	158.70	N08.33.35"E
9	178.35	N03.33.11"W
10	117.70	N07.34.18"E
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18	193.68	N28.49.52"W
19	123.42	N08.49.50"W
20	239.55	N38.13.35"W
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22	45.65	N57.18.03"W

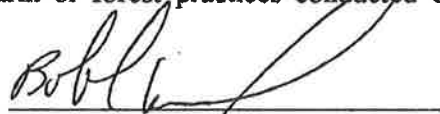
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58	45.71	N47.04.48"W	80.00	64.03
59	45.71	N47.04.48"W	80.00	64.03
60	45.71	N47.04.48"W	80.00	64.03
61	45.71	N47.04.48"W	80.00	64.03
62	45.71	N47.04.48"W	80.00	64.03
63	45.71	N47.04.48"W	80.00	64.03
64	45.71	N47.04.48"W	80.00	64.03
65	45.71	N47.04.48"W	80.00	64.03
66	45.71	N47.04.48"W	80.00	64.03
67	45.71	N47.04.48"W	80.00	64.03
68	45.71	N47.04.48"W	80.00	64.03
69	45.71	N47.04.48"W	80.00	64.03
70	45.71	N47.04.48"W	80.00	64.03
71	45.71	N47.04.48"W	80.00	64.03
72	45.71	N47.04.48"W	80.00	64.03
73	45.71	N47.04.48"W	80.00	64.03
74	45.71	N47.04.48"W	80.00	64.03
75	45.71	N47.04.48"W	80.00	64.03
76	45.71	N47.04.48"W	80.00	64.03
77	45.71	N47.04.48"W	80.00	64.03
78	45.71	N47.04.48"W	80.00	64.03
79	45.71	N47.04.48"W	80.00	64.03
80	45.71	N47.04.48"W	80.00	64.03
81	45.71	N47.04.48"W	80.00	64.03
82	45.71	N47.04.48"W	80.00	64.03
83	45.71	N47.04.48"W	80.00	64.03
84	45.71	N47.04.48"W	80.00	64.03
85	45.71	N47.04.48"W	80.00	64.03
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88	45.71	N47.04.48"W	80.00	64.03
89	45.71	N47.04.48"W	80.00	64.03
90	45.71	N47.04.48"W	80.00	64.03
91	45.71	N47.04.48"W	80.00	64.03
92	45.71	N47.04.48"W	80.00	64.03
93	45.71	N47.04.48"W	80.00	64.03
94	45.71	N47.04.48"W	80.00	64.03
95	45.71	N47.04.48"W	80.00	64.03
96	45.71	N47.04.48"W	80.00</	

RELEASE OF CLAIMS AND
WAIVER OF REMONSTRANCES AGAINST FARM USES

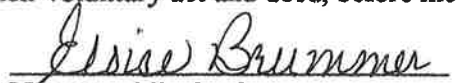
AND, NOW, this 22 day of September, 2004, BOBBY KENNEDY (hereinafter referred to as the "Owner") represents that he owns the real estate located at: T.15S., R.16E., Tax Lots 800, 102, 104; Section 9B Tax Lot 1400, more particularly described in Recorded Deed Number 159543 (hereinafter referred to as the "Real Estate"). Furthermore, the "Owner" applied for and received permission from the Crook County Planning Commission to place non-farm residences on the "Real Estate". As a condition for such approval, the Planning Commission required that the "Owner" executes and records in the County Clerk's Office a "Release of Claims and Waiver of Remonstrances", which would prohibit the owner all future owners of the "Real Estate" from pursuing a claim for relief or cause of action alleging injuries from farming or forest practices conducted on nearby properties.

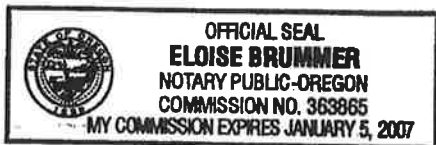
NOW, THEREFORE, BOBBY KENNEDY and his successors-in-interest do forever waive, and release any right that they may have individually or jointly to seek relief for damages or injuries arising from any farm or forest practices conducted on nearby properties.


Bobby Kennedy

STATE OF OREGON)
) ss.
County of Crook)

Personally appeared the above Bobby Kennedy
and acknowledged the foregoing instrument to be their voluntary act and deed, before me
this 22nd day of Sept., 2004.


Notary Public for Oregon
My Commission Expires: 1-5-07



RETURN TO:
Bobby Kennedy
PO Box 893
Prineville, OR 97754

KEY PUNCHED
SEP 23 2004
STATE OF OREGON } **193913**
COUNTY OF CROOK }
I CERTIFY THAT THE WITHIN INSTRUMENT WAS
RECEIVED FOR RECORD ON THE 22nd DAY OF
September, 20 2004 AT 12:00 P.M.
AND RECORDED IN Deeds
RECORDS OF SAID COUNTY MF NO. 193913
DEANNA E. BERMAN, CROOK COUNTY CLERK
BY Elovise Brummer DEPUTY

31e



CENTRAL ELECTRIC COOPERATIVE, INC.

Recording return to:
Central Electric Cooperative, Inc.
P.O. Box 846, Redmond, OR 97756

W.O. 419093
S.O. 7216901
A.T.L.: 151600000800

POWER LINE EASEMENT

The undersigned, **BOBBY KENNEDY, II** Grantor(s), hereby conveys to **CENTRAL ELECTRIC COOPERATIVE, INC.**, an Oregon Electrical Cooperative Corporation, Grantee, an easement on the following described real property in Crook County, State of Oregon:

A 20' wide strip of land situated in Section 09, Township 15 South, Range 16 East, of the Willamette Meridian, Crook County, Oregon; lying in Parcel 2 of Partition Plat 2013-09, recorded in Crook County Official Records No. 2013-259199, said easement more particularly described as follows:

As depicted and described in Exhibits "A & B" (Pages 2 & 3), attached and made a part hereof.

This easement is granted on the following terms and conditions:

- SCOPE.** This easement shall be of a width reasonably necessary for the installation, construction, reconstruction, maintenance and operation of an electric transmission or distribution line of one or more wires and all necessary or desirable appurtenances (including, but not limited to towers, poles, props, guys, guy stubs, anchors and other supports); and includes the right to place all or any part of such lines underground and the right to place guys and guy stubs and anchors outside of the easement. Central Electric Cooperative shall also have the right to permit other utilities such as telephone and T.V. cable to use the facilities installed in this easement. This easement also gives Central Electric Cooperative the right to go upon adjacent lands of the grantor for the purpose of constructing, reconstructing, stringing new wires on, maintaining, inspecting and removing such lines and appurtenances. Central Electric Cooperative has the right to clear the easement of brush, trees and structures; and the right to top, trim, clear or cut away trees outside of the easement which might endanger such lines.
- LOCATION.** The centerline of said easement shall be located as depicted and described in Exhibits "A & B".
- GRANTOR'S WARRANTIES.** Grantor warrants that grantor has the right, title and ability to convey valid title to this easement.
- GRANTOR'S RIGHTS.** Grantor shall have the right to use the land subject to this easement so long as grantor's use does not interfere with this easement; provided that grantor shall not place any structure upon the easement without the prior written consent of Central Electric Cooperative.
- CONSIDERATION.** The consideration for this transfer is for value other than monetary value.

Dated this 17th day of September, 2018

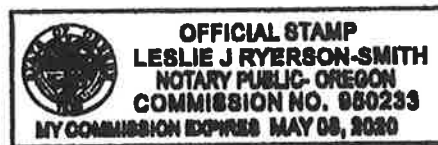
Grantor: **BOBBY KENNEDY, II**

By: Bobby Kennedy II

State of Oregon:
County of Deschutes:

This instrument was acknowledged before me on this 17th day of September, 2018 by Bobby Kennedy, II.

Leslie J Ryerson-Smith
Notary Name: Leslie J Ryerson-Smith
Notary Public Oregon No: 950233
My Commission Expires: May 08, 2020



Crook County Official Records **2018-289371**
DEED-ESMT
Pg=3
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\$5.00 \$10.00
09/19/18 02:51 PM
Total: \$104.00



01125543201802893710030039

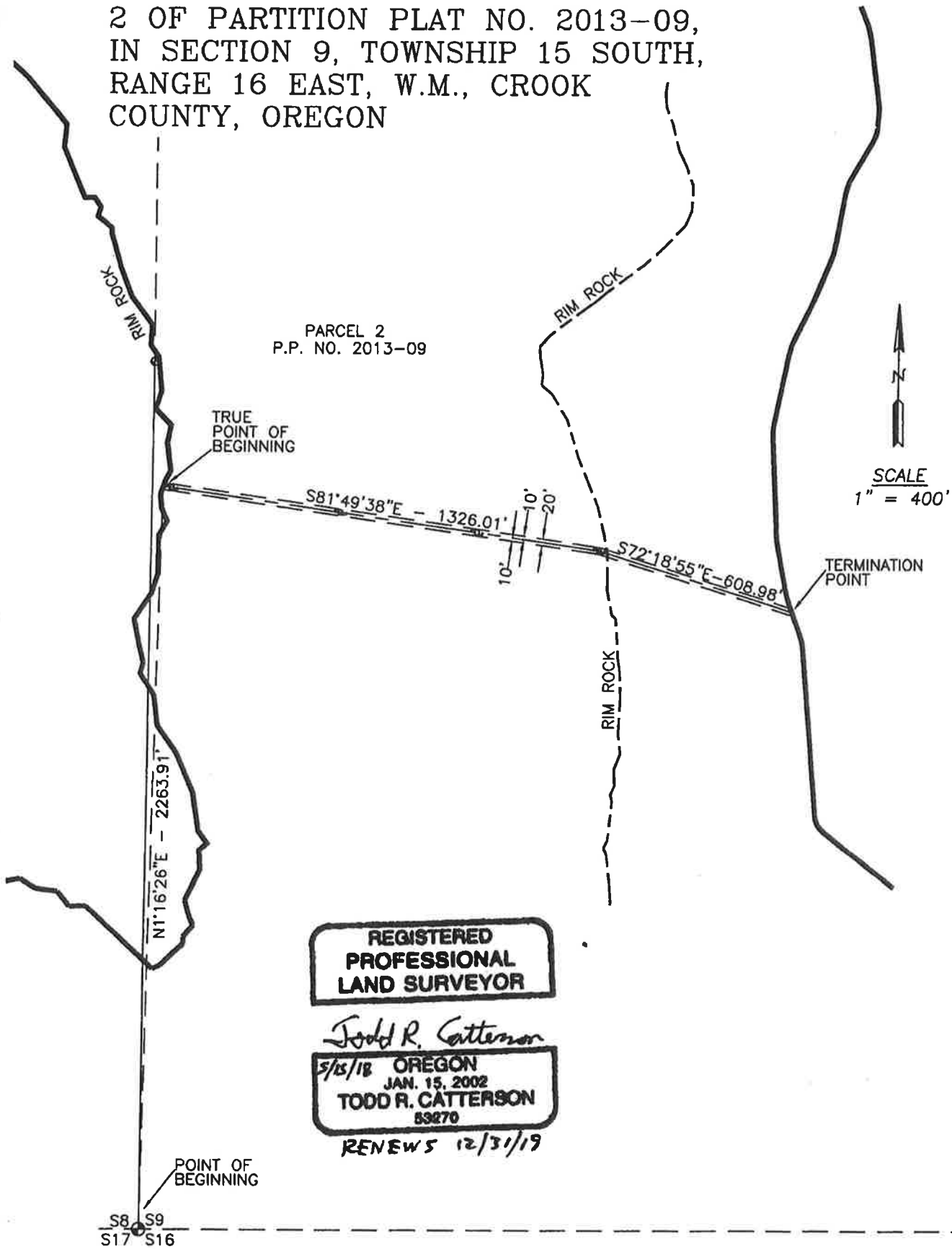
I, Cheryl Seely, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Cheryl Seely - County Clerk



EXHIBIT MAP FOR A POWER LINE
 EASEMEN LOCATED ACROSS PARCEL
 2 OF PARTITION PLAT NO. 2013-09,
 IN SECTION 9, TOWNSHIP 15 SOUTH,
 RANGE 16 EAST, W.M., CROOK
 COUNTY, OREGON

Exhibit 



**REGISTERED
 PROFESSIONAL
 LAND SURVEYOR**

Todd R. Catterson

5/15/18 OREGON
 JAN. 15, 2002
TODD R. CATTERSON
 83270

RENEWS 12/31/19

Exhibit B

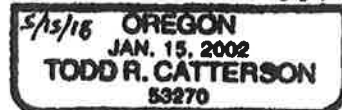
LEGAL DESCRIPTION FOR POWER LINE EASEMENT LOCATED ACROSS PARCEL 2 OF PARTITION PLAT NO. 2013-09, IN SECTION 9, TOWNSHIP 15 SOUTH, RANGE 16 EAST, W.M., CROOK COUNTY, OREGON

LEGAL DESCRIPTION – POWER LINE EASEMENT

A centerline legal description for a Power Line Easement, being twenty (20) feet in width, lying ten (10) feet on each side of a centerline, located across Parcel 2 of Partition Plat No. 2013-09, Records of Crook County, Oregon, in Section 9, Township 15 South, Range 16 East, W.M., Crook County, Oregon, said centerline is more particularly described as follows: Beginning at the Southwest corner of said Section 9, thence North $1^{\circ}16'26''$ East a distance of 2263.91 feet to the West line of said Parcel 2 and the True Point of Beginning of this centerline description; thence South $81^{\circ}49'38''$ East a distance of 1326.01 feet; thence South $72^{\circ}18'55''$ East a distance of 608.98 feet to the East line of said Parcel 2 and the termination point of this description. Sidelines are to be extended to or terminated at the East and West line of said Parcel 2.



Todd R. Catterson



RENEW 12/31/19

mtn.



CENTRAL ELECTRIC COOPERATIVE, INC.

After recording return to:
Central Electric Cooperative, Inc.
P.O. Box 846, Redmond, OR 97756

W.O. 419092
S.O. 7216889
A.T.L.: 151600000800

POWER LINE EASEMENT

The undersigned, **BOBBY KENNEDY, II** Grantor, hereby conveys to **CENTRAL ELECTRIC COOPERATIVE, INC.**, an Oregon Electrical Cooperative Corporation, Grantee, an easement on the following described real property in Crook County, State of Oregon:

A 20' wide strip of land situated in the Southwest Quarter (SW1/4) of Section 09, Township 15 South, Range 16 East, of the Willamette Meridian, Crook County, Oregon; lying in Parcel 2 of Partition Plat 2013-09, recorded in Crook County Official Records No. 2013-259199, said easement more particularly described as follows:

As depicted and described in the Exhibit Map and Legal Description (Pages 2 & 3), attached and made a part hereof.

This easement is granted on the following terms and conditions:

- SCOPE.** This easement shall be of a width reasonably necessary for the installation, construction, reconstruction, maintenance and operation of an electric transmission or distribution line of one or more wires and all necessary or desirable appurtenances. This easement also gives Central Electric Cooperative the right to go upon adjacent lands of the grantor for the purpose of constructing, reconstructing, stringing new wires on, maintaining, inspecting and removing such lines and appurtenances. Central Electric Cooperative has the right to clear the easement of brush, trees and structures; and the right to top, trim, clear or cut away trees outside of the easement which might endanger such lines.
- LOCATION.** The centerline of said easement shall be located as depicted in the Exhibit Map (page 2 of 3) and described in the Legal Description (page 3 of 3).
- GRANTOR'S WARRANTIES.** Grantor warrants that grantor has the right, title and ability to convey valid title to this easement.
- GRANTOR'S RIGHTS.** Grantor shall have the right to use the land subject to this easement so long as grantor's use does not interfere with this easement; provided that grantor shall not place any structure upon the easement without the prior written consent of Central Electric Cooperative.
- CONSIDERATION.** The consideration for this transfer is for value other than monetary value.

Dated this 2nd day of Aug, 2019

Grantor: **BOBBY KENNEDY, II**

By: *Bobby Kennedy II*

State of Oregon:
County of Crook:

This instrument was acknowledged before me on this 2nd day of Aug, 2019 by Bobby Kennedy, II.

Celina M Garcia

Notary Name: Celina M Garcia
Notary Public Oregon No: 981028
My Commission Expires: 11/14/2022



This space reserved for recorders use

Crook County Official Records
DEED-ESMT
Pg=3
\$15.00 \$11.00 \$61.00 \$2.00
\$5.00 \$10.00

2019-294698
08/07/19 01:17 PM
Total: \$104.00



01132585201902848880030038

I, Cheryl Seely, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Cheryl Seely - County Clerk

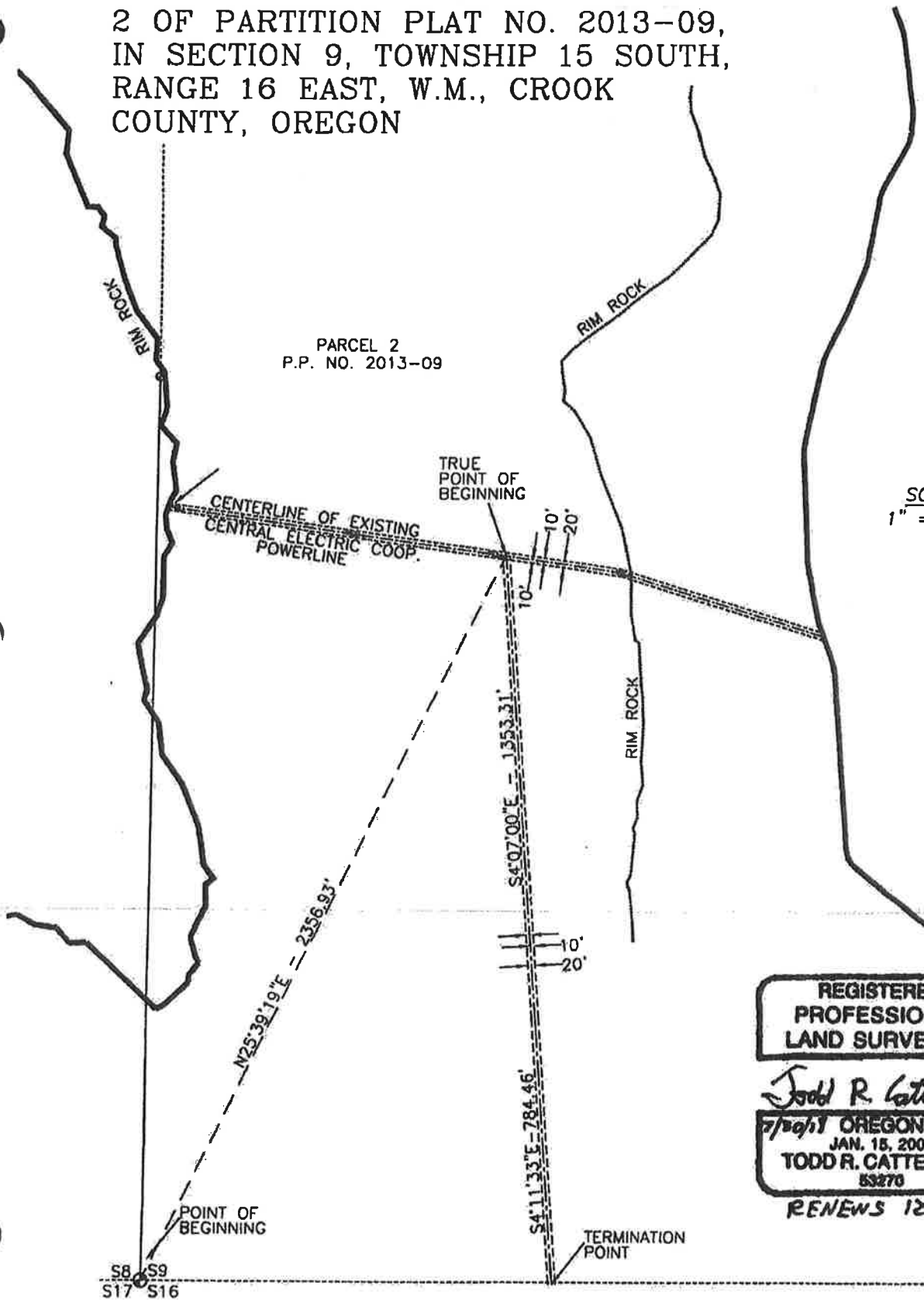


EXHIBIT MAP FOR A POWER LINE
 EASEMEN LOCATED ACROSS PARCEL
 2 OF PARTITION PLAT NO. 2013-09,
 IN SECTION 9, TOWNSHIP 15 SOUTH,
 RANGE 16 EAST, W.M., CROOK
 COUNTY, OREGON

PARCEL 2
 P.P. NO. 2013-09



SCALE
 1" = 400'



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Todd R. Catterson

7/20/01 OREGON
 JAN. 15, 2002
 TODD R. CATTERSON
 53270

RENEWS 12/21/19

S8 S9
 S17 S16

1/4 S9
 S16

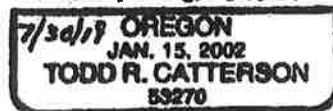
LEGAL DESCRIPTION FOR AN UNDERGROUND POWERLINE EASEMENT LOCATED
IN THE SW1/4 OF SECTION 9, TOWNSHIP 15 SOUTH, RANGE 16 EAST, W.M., CROOK
COUNTY, OREGON

LEGAL DESCRIPTION – UNDERGROUND POWERLINE EASEMENT

Centerline description for an twenty (20) feet wide transmission line easement, ten (10) feet on each side of centerline, located across Parcel 2 of Partition Plat No. 2013-09, Records of Crook County, Oregon, in the Southwest one-quarter (SW1/4) of Section 9, Township 15 South, Range 16 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the Southwest corner of said Section 9, thence North 25°39'19" East a distance of 2356.93 feet to the centerline of an existing Central Electric Cooperative Power line and the True Point of Beginning of this centerline description; thence South 04°07'00" East a distance of 1353.31 feet; thence South 04°11'33" East a distance of 784.46 feet to the termination of this centerline description.



Todd R. Catterson



RENEWS 12/31/19

After Recording Return To:
Carl M. Dutli
545 NE Seventh Street
Prineville, OR 97754

Crook County Official Records	2017-280566
DEED-AGMT	
Pgs=2	05/26/2017 10:10:00 AM
\$10.00 \$2.00 \$11.00 \$10.00 \$21.00	\$59.00
\$5.00	
I, Cheryl Seely, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Cheryl Seely - County Clerk	



ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE Agreement ("Agreement") is executed this 22nd day of May, 2017, by and between; **Daniel F. Schuette** and **Lizbeth A. Schuette** ("Schuettes") and **Bobby Kennedy, II** ("Kennedy"), collectively the "Parties" and individually a "Party."

RECITALS:

- A. Each owns real property in Crook County, Oregon described as Parcel One (1) of Partition Plat No. 2005-06, recorded March 1, 2005, in Partitions MF No. 2005-197983, records of Crook County, Oregon, located in portions of Sections 8, 9, 16, 17, and 21, Township 15S, Range 16E of the Willamette Meridian, Crook County, Oregon ("Schuettes' Parcel.")
Kennedy owns real property in Crook County, Oregon described as Parcel Two (2) of Partition Plat No. 2000-43, recorded December 26, 2000, at Deed/Partitions No. 159543, Records of Crook County, Oregon. ("Kennedy's Parcel.")
- B. Both parcels shall be referred to as the "Parcels" and individually as a "Parcel."
- C. A gravel road named SE Riverview Lane provides access to both Parcels.
- D. The Parties desire to enter into an agreement to set out the procedure for maintaining Riverview Lane from SE Riverview Road to the driveway into Schuettes Parcel (the "Road") and pay the ongoing costs of maintenance and repair of the Road.

BASED UPON the above Recitals and in consideration of the following covenants, the Parties agree as follows:

1. The Parties shall agree which Party shall be responsible for soliciting and receiving quotes for items of repair or maintenance of the Road (the "Designated Party"). Except in emergency circumstances, if the Parties can not agree in the extent of repair or maintenance of the Road, the repair or maintenance that is the least costly will be done. The work on the Road shall be done in a manner so as to minimize the disruption of access to the Parcels. Whichever Party receives a bill for any work on the Road shall furnish a copy of the bill to the other Party and within thirty (30) days after receipt of the bill each Party shall pay his or her share of the cost to the entity or person performing the work on the Road.
2. Each Party shall pay one half of the costs of repair and maintenance of the Road. Notwithstanding the prior sentence, if either Party, or any contractor, agent, or representative of either Party damages the Road (including when placing utilities), such Party shall be responsible to repair the Road to the condition that existed prior to the damage to the Road.
3. If either Party does not pay a bill within the time stated in this Agreement (the "non-paying party") the other Party (the "paying party") may pay the bill, and the non-paying party shall pay to the paying party, interest on the amount of the non-paying party's bill paid by the paying party at the rate of twelve percent (12%) per annum from the date the bill is paid until the non-paying party reimburses the paying party. The non-paying party shall repay the paying party (including the

Return To:
AmeriTitle 67597 AM
XC

interest owed and the cost of any notice to the non-paying party) within 30 days of the paying party paying the bill and sending written notice thereof to the non-paying party.

4. Each Party is responsible for the construction, maintenance, and repair of their respective driveways from the Road onto and on their respective Parcel.

5. Any amendments to this Agreement shall not be valid unless they are in writing, signed by the then current owner of a Parcel, and such amendment is recorded with the Crook County Clerk.

6. If a suit or action is instituted on account of this Agreement or any provision or provisions hereof, the prevailing party shall recover such sum as the court may adjudge reasonable as attorney's fees for such suit or action at trial and appellate levels.

7. The covenants, burdens, and benefits of this Agreement shall run with and burden the Parcels, including any further partitionings or subdivisions of any of the Parcels.

8. All notices and other communications under this Agreement must be in writing and shall be deemed to have been given if delivered personally, mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the Parties at the following addresses (or at such other address as a Party may designate by like notice to the other Parties):

NAME of Party

ADDRESS

Daniel F. Schuette and Lizbeth A. Schuette

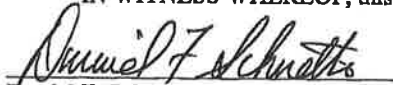
3940 SE Riverview Road
Prineville, OR 97754

Bobby Kennedy, II

PO Box 893
Prineville, OR 97754

Any notice or other communications shall have been deemed to be given (a) on the date of personal delivery, (b) at the expiration of the second day after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by facsimile or overnight delivery service.

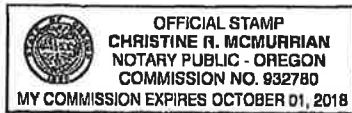
IN WITNESS WHEREOF, this Agreement was executed the date first written above.

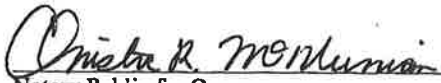

Daniel F. Schuette


Lizbeth A. Schuette

STATE OF OREGON, County of Crook)ss.

Personally appeared the above named Daniel F. Schuette and Lizbeth A. Schuette and acknowledged the foregoing instrument to be their voluntary act and deed, before me this 22nd day of May, 2017.

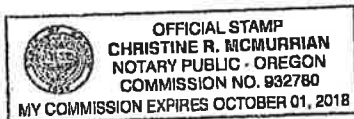


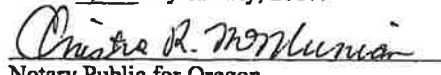

Notary Public for Oregon
My Commission Expires: Oct. 1, 2018


Bobby Kennedy, II

STATE OF OREGON, County of Crook)ss.

Personally appeared the above named Bobby Kennedy, II and acknowledged the foregoing instrument to be his voluntary act and deed, before me this 16th day of May, 2017.




Notary Public for Oregon
My Commission Expires: Oct. 1, 2018

BA-18
4-66

BOOK 95 PAGE 176

CRX.
Tract No. 6 Parcel No. (s) 3 to 11
Contract No. 14-06-100-5604 (inc)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Crooked River Extension Project, Oregon

PERPETUAL RIGHT-OF-WAY AND EASEMENT
DONATION

KNOW ALL MEN BY THESE PRESENTS, That

HAZEL M. FOSTER, a widow,

for and in consideration of benefits to be derived from construction of the Crooked River Extension Project, in pursuance of the provisions of the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, have bargained and sold, and by these presents do grant, bargain, sell and convey unto THE UNITED STATES OF AMERICA, and its assigns, a perpetual right-of-way and easement on the following described lands situate in the County of Crook, State of Oregon, including but not limited by this enumeration, the permanent right to construct, reconstruct, operate and maintain canals, laterals, pipelines, operating roads and appurtenances thereto upon and over the lands described below, together with the right of ingress thereto and egress therefrom:

A parcel of land, entitled Parcel 3, Tract 6, containing 0.26 acres, more or less, situate in that part of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 4, Township 15 South, Range 16 East, Willamette Meridian, Oregon, the location of which is shown on the attached Drawing No. 113-129-422 (7-19-66), which drawing, by reference, is made a part hereof, and

Five parcels of land, entitled Parcels 4, 5, 6, 7, and 8 of Tract 6, containing 9.60 acres, more or less, situate in the NW $\frac{1}{4}$ of NW $\frac{1}{4}$, E $\frac{1}{2}$ of NW $\frac{1}{4}$, SW $\frac{1}{4}$ of NE $\frac{1}{4}$, E $\frac{1}{2}$ of SW $\frac{1}{4}$, and SW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 9, Township 15 South, Range 16 East, Willamette Meridian, Oregon, the locations of which are shown on the attached drawings Nos. 113-129-423 (7-19-66) and 113-129-424 (7-19-66), which drawings, by reference, are made a part hereof, and

A parcel of land, entitled Parcel 9, Tract No. 6, containing 3.76 acres, more or less, situate in the NE $\frac{1}{4}$ of Section 16, Township 15 South, Range 16 East, Willamette Meridian, Oregon, the location of which is shown on the attached drawing No. 113-129-425 (7-21-66), which drawing, by reference is made a part hereof, and

A parcel of land, entitled Parcel 10, Tract No. 6, containing 2.97 acres, more or less, situate in the W $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 15, Township 15 South, Range 16 East, Willamette Meridian, Oregon, the location of which is shown on the attached drawing No. 113-129-426 (7-21-66), which drawing, by reference is made a part hereof, and

A parcel of land, entitled Parcel 11, Tract 6, containing 0.89 acres, more or less, situate in that part of the S $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 10, Township 15 South, Range 16 East, Willamette Meridian, Oregon, that is south of the existing Oregon State Highway No. 380. The location of the aforementioned Parcel No. 11 is shown on the attached drawing No. 113-129-427 (7-21-66), which drawing, by reference, is made a part hereof.

Certified Correct as to Engineering

Date 7/28/66 A. J. B.
Engineer

THE UNITED STATES shall exercise due care and diligence in the use of the rights and privileges herein granted. In case of permanent abandonment of said right-of-way, the title and interest herein granted shall end, cease and determine and title shall revert to the then owner.

BA-18
Page 2

This grant of easement shall not preclude Grantor's right to use and enjoy the premises for any purposes which will not constitute an interference with the easement, rights and privileges herein granted to THE UNITED STATES or endanger any of its property.

The grant of easement herein contained is subject to the rights-of-way of any nature whatsoever of record and in use, and any outstanding mineral rights and to such other defects, interests, or encumbrances as may be waived in writing by THE UNITED STATES.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 1st day of August, 1966.

Hazel M. Foster
Hazel M. Foster

ACKNOWLEDGMENT

State of Oregon)
) ss
County of Crook)

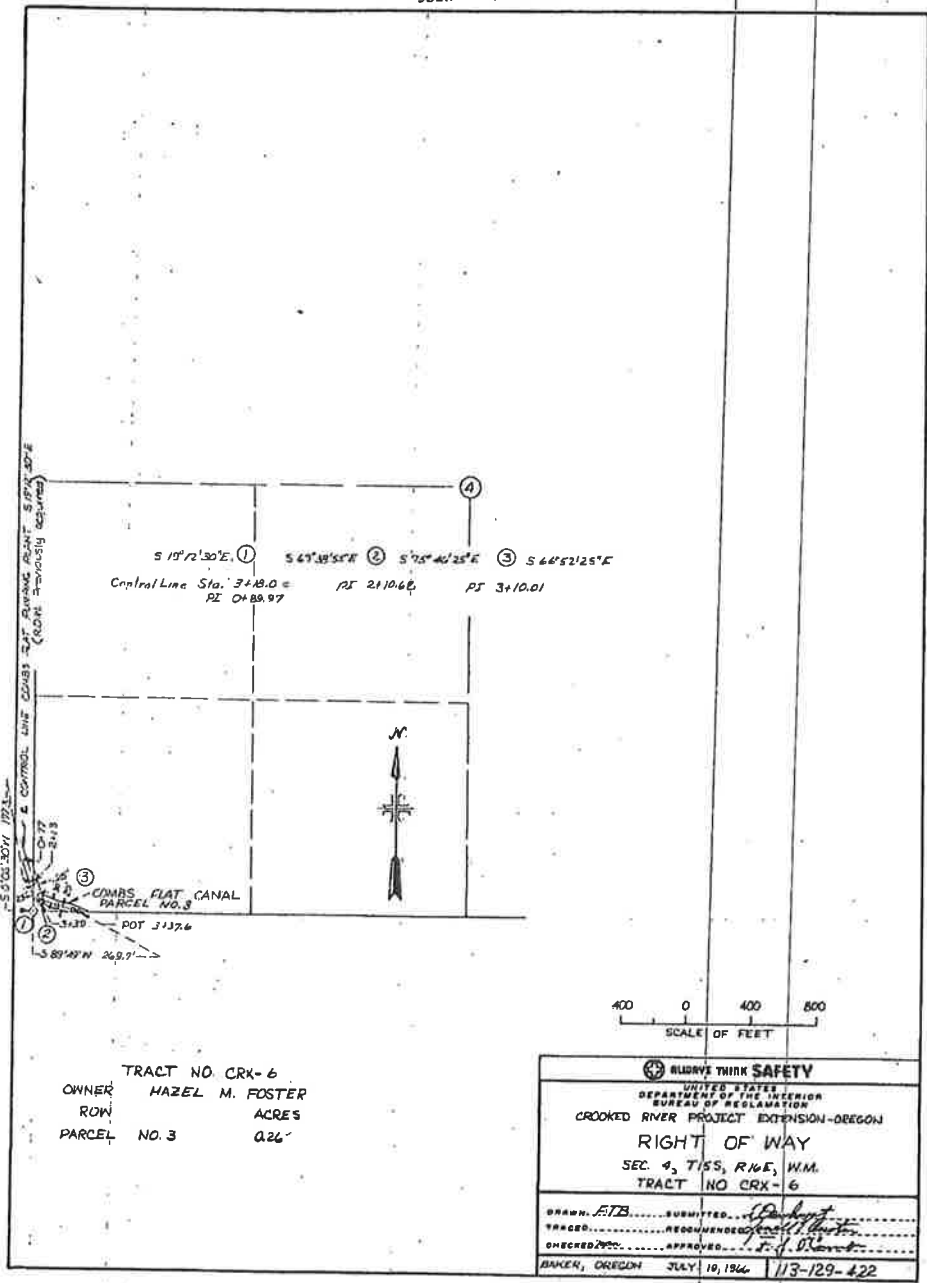
On this 1st day of August, 1966, personally appeared before me

Hazel M. Foster, a widow,
to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that signed the same as free and voluntary act and deed, for the use and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



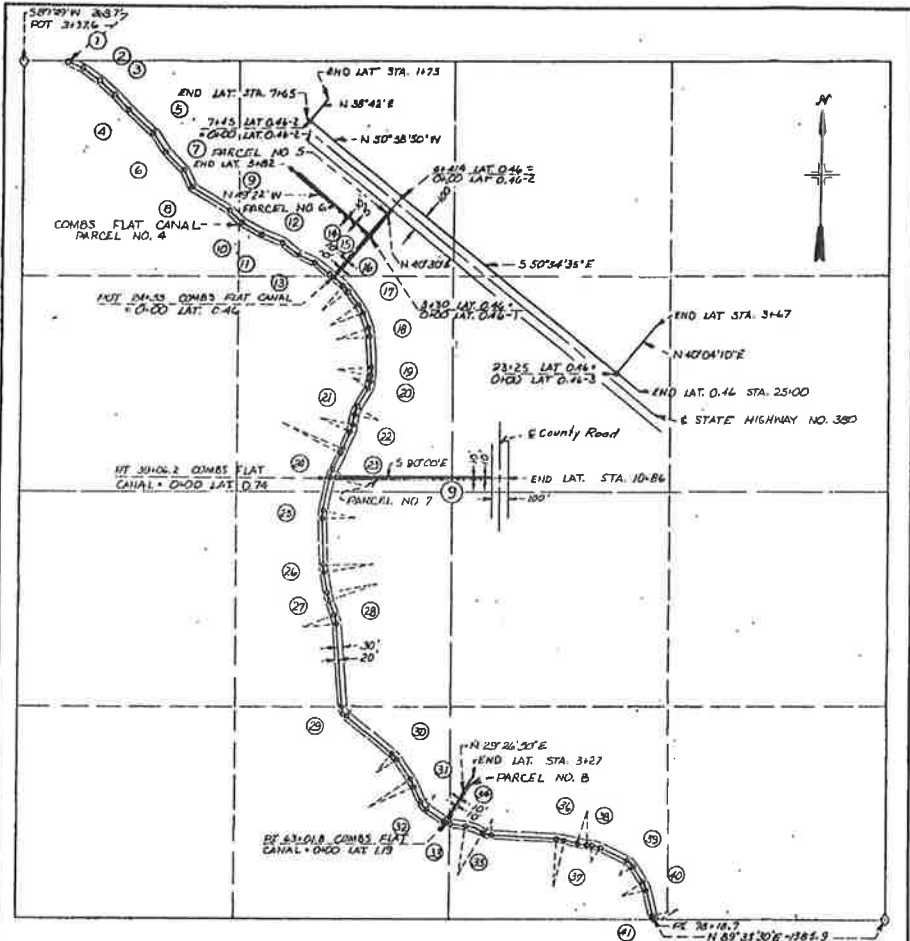
Wade M. Popelond
Notary Public in and for the
State of Oregon
Residing at Rt 1, Box 543
My commission expires: 3/20/70



TRACT NO. CRX-6
 OWNER HAZEL M. FOSTER
 ROW ACRES
 PARCEL NO. 3 0.26

ALWAYS THINK SAFETY
 UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 CROOKED RIVER PROJECT EXTENSION-OREGON
RIGHT OF WAY
 SEC. 4, T15S, R16E, W1M.
 TRACT NO CRX-6

DRAWN: ATB..... SUBMITTED: [Signature]
 TRACED:..... RECOMMENDED: [Signature]
 CHECKED: [Signature]..... APPROVED: [Signature]
 BAKER, OREGON JULY 10, 1966 113-129-422



NOTES
For Curve Data See Drawing NO. 113-129-424

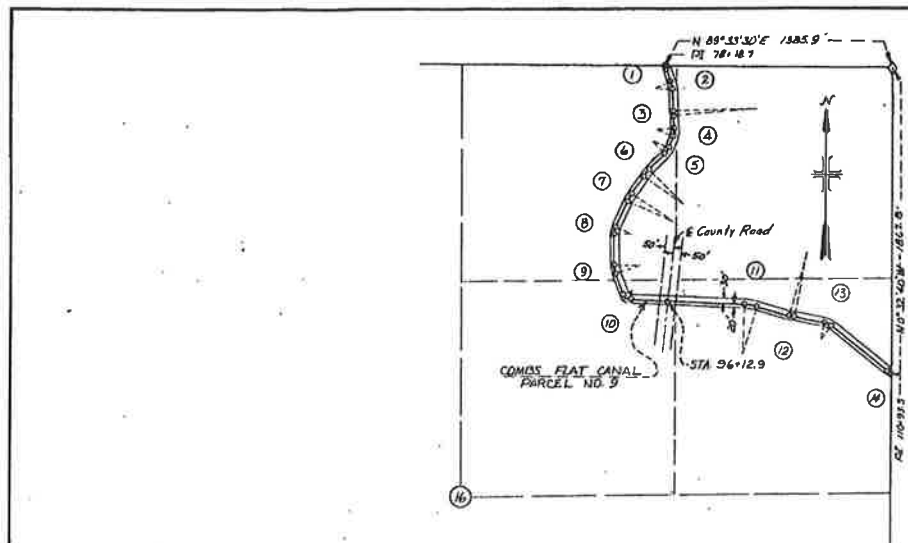
TRACT NO. CRX-6	
OWNER	HAZEL M. FOSTER
ROW	ACRES
PARCEL NO. 4	8.59
PARCEL NO. 5	0.23
PARCEL NO. 6	0.22
PARCEL NO. 7	0.44
PARCEL NO. B	0.14

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION	
CROOKED RIVER PROJECT EXTENSION-OREGON	
RIGHT OF WAY	
SEC 9, T15S, R16E, W.M.	
TRACT NO. CRX-6	
DRAWN... F.T.B.	SUBMITTED... [Signature]
CHECKED... [Signature]	RECOMMENDED... [Signature]
APPROVED... [Signature]	
BAKER, OREGON	JULY 13, 1964
SHEET 1 OF 2	113-129-423

566°52'25"E	① 554°59'55"E	② 549°19'10"E	③ 544°04'55"E	④ 546°22'10"E	⑤ 533°42'25"E	⑥ 544°05'25"E
PI 4+38.21	PI 5+65.65	PI 6+90.06	PI 8+14.53	PI 10+21.10	PI 11+60.55	
⑦ 526°11'20"E	⑧ 558°14'35"E	⑨ 549°30'05"E	⑩ 558°00'50"E	⑪ 548°33'20"E	⑫ 543°12'20"E	
PI 13+19.46	PI 14+30.05	PI 16+19.15	PI 18+01.85	PI 19+39.17	PI 20+73.49	
⑬ 563°41'10"E	⑭ 554°39'55"E	⑮ 550°54'20"E	⑯ 537°30'20"E	⑰ 520°54'25"E	⑱ 570°15'E	
PI 21+94.12	PI 23+05.40	PI 24+18.10	PI 25+54.7	PI 27+13.4	PI 28+65.0	
			PC 25+33.2	PC 26+18.4	PC 26+40.5	
			PT 25+80.0	PT 27+41.0	PT 28+83.5	
			Δ 13°20'RT	Δ 16°31'RA	Δ 13°48'RT	
			R 200'	R 200'	R 200'	
			T 23.5'	T 29.0'	T 24.5'	
			L 46.8'	L 57.6'	L 48.8'	
⑲ 55°25'08"W	⑳ 530°02'45"W	㉑ 510°39'35"W	㉒ 522°13'30"W	㉓ 526°24'25"W	㉔ 512°09'30"W	
PI 31+02.5	PI 31+85.5	PI 33+60.0	PI 35+71.6	PI 39+24.1	PI 39+81.2	
PC 30+80.4	PC 31+63.8	PC 33+36.4	PC 35+51.3	PC 39+08.3	PC 38+65.9	
PT 31+24.4	PT 32+01.5	PT 33+85.2	PT 35+91.7	PT 39+39.3	PT 39+04.2	
Δ 18°37'RT	Δ 24°29'RT	Δ 19°24'LT	Δ 11°34'RT	Δ 4°21'RT	Δ 14°24'LT	
R 200'	R 100'	R 150'	R 200'	R 400'	R 200'	
T 22.1'	T 21.7'	T 25.6'	T 20.3'	T 15.3'	T 21.8'	
L 44.0'	L 42.7'	L 50.8'	L 40.4'	L 30.4'	L 50.3'	
㉕ 52°11'05"E	㉖ 510°26'55"E	㉗ 519°37'25"E	㉘ 54°13'00"E	㉙ 550°47'20"E	㉚ 533°27'15"E	
PI 41+40.9	PI 44+76.8	PI 46+49.7	PI 49+94.0	PI 53+52.6	PI 57+75.8	
PC 41+15.7	PC 44+55.1	PC 46+24.8	PC 49+64.3	PC 53+26.3	PC 57+52.9	
PT 41+65.8	PT 44+98.4	PT 46+74.3	PT 49+21.3	PT 53+47.3	PT 57+59.3	
Δ 14°21'LT	Δ 8°16'LT	Δ 3°30'LT	Δ 15°44'RA	Δ 44°34'RA	Δ 19°20'RA	
R 200'	R 300'	R 300'	R 200'	R 95'	R 150'	
T 25.2'	T 21.7'	T 24.9'	T 27.7'	T 32.3'	T 22.8'	
L 50.1'	L 43.3'	L 49.7'	L 65.0'	L 61.0'	L 45.4'	
㉛ 523°48'35"E	㉜ 555°25'55"E	㉝ 541°07'00"E	㉞ 535°26'15"E	㉟ 586°41'35"E	㊱ 578°31'25"E	
PI 59+70.0	PI 61+23.4	PI 63+01.8	PI 64+75.9	PI 65+58.6	PI 69+21.5	
PC 59+44.6	PC 60+95.1	PC 62+75.0	PC 64+18.7	PC 65+34.4	PC 69+71.0	
PT 59+35.2	PT 61+30.3	PT 63+23.8	PT 65+31.6	PT 65+81.8	PT 70+13.0	
Δ 9°39'RT	Δ 31°37'LA	Δ 25°41'LA	Δ 21°50'RT	Δ 29°11'LA	Δ 8°12'RA	
R 300'	R 100'	R 100'	R 300'	R 100'	R 360'	
T 25.3'	T 28.3'	T 22.8'	T 57.0'	T 24.2'	T 21.5'	
L 50.5'	L 55.2'	L 44.8'	L 112.0'	L 47.4'	L 42.9'	
㊲ N 85°26'45"E	㊳ 564°29'55"E	㊴ 535°27'40"E	㊵ 513°40'30"E	㊶ 530°12'25"E		
PI 71+30.7	PI 72+18.3	PI 74+43.0	PI 76+02.6	PI 78+48.7		
PC 71+02.7	PC 71+85.5	PC 74+15.2	PC 75+81.4	PC 77+19.9		
PT 71+58.4	PT 72+32.9	PT 74+45.4	PT 76+33.2	PT 78+40.2		
Δ 15°50'LA	Δ 30°03'RA	Δ 31°02'RA	Δ 19°48'RA	Δ 16°32'LA		
R 200'	R 100'	R 100'	R 150'	R 150'		
T 28.0'	T 21.8'	T 29.8'	T 26.2'	T 21.8'		
L 55.7'	L 52.4'	L 54.2'	L 51.8'	L 43.3'		

NOTES
For Canal Alignment See Drawing NO. 113-129-423

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION CROOKED RIVER PROJECT EXTENSION- OREGON RIGHT OF WAY SEC. 9, T15S, R16E, W4M. TRACT NO CRX- 6	
DRAWN...ETB TRACED... CHECKED... BARRE, OREGON JULY 19, 1966 SHEET 2 OF 6	SUBMITTED... RECOMMENDED... APPROVED... 113-129-424



S13°40'30"E ① S 30°12'25"W ② S 1°18'30"E ③ S 4°21'05"W ④ S 20°54'50"W ⑤ S 44°48'10"W

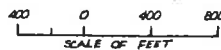
PI 78+15.7	PI 79+44.6	PI 81+15.3	PI 82+28.0	PI 83+44.2
PC 79+96.9	PC 79+10.0	PC 81+02.0	PC 82+103.4	PC 83+23.0
PT 79+40.2	PT 79+69.4	PT 81+28.6	PT 82+47.7	PT 83+64.7
Δ 14°32'14"	Δ 28°54'14"	Δ 3°03'11"	Δ 25°16'14"	Δ 23°54'14"
R 150'	R 100'	R 500'	R 100'	R 100'
T 21.8'	T 25.8'	T 13.3'	T 22.4'	T 21.2'
L 43.3'	L 50.4'	L 26.6'	L 44.1'	L 41.7'

⑥ S 21°59'50"W ⑦ S 21°06'50"W ⑧ S 0°21'00"E ⑨ S 19°49'35"E ⑩ S 87°46'15"E

PI 85+24.6	PI 87+02.4	PI 89+27.8	PI 91+65.2	PI 93+59.2
PC 84+96.2	PC 86+176.5	PC 89+06.1	PC 91+139.5	PC 93+25.5
PT 85+52.7	PT 87+28.2	PT 89+48.8	PT 91+190.5	PT 93+84.8
Δ 10°48'14"	Δ 9°53'21"	Δ 24°28'14"	Δ 15°28'14"	Δ 87°59'14"
R 300'	R 300'	R 100'	R 150'	R 50'
T 28.4'	T 25.9'	T 21.7'	T 25.7'	T 33.7'
L 56.5'	L 31.7'	L 42.7'	L 51.0'	L 59.3'

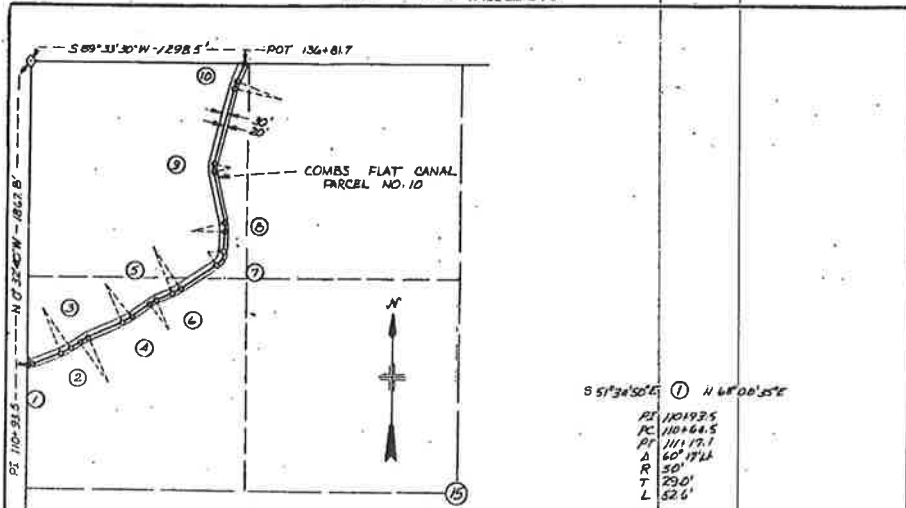
⑪ S 74°02'15"E ⑫ S 78°31'45"W ⑬ S 51°34'50"E ⑭ N 16°08'35"E

PI 101+16.7	PI 103+76.0	PI 106+103.3	PI 110+93.5
PC 102+80.6	PC 103+60.3	PC 105+191.3	PC 110+44.5
PT 101+52.5	PT 103+191.7	PT 106+26.3	PT 111+17.1
Δ 13°46'14"	Δ 4°30'14"	Δ 26°57'14"	Δ 60°17'14"
R 300'	R 400'	R 100'	R 50'
T 36.1'	T 157.2'	T 240'	T 23.0'
L 74.9'	L 31.4'	L 470'	L 52.6'



TRACT NO. CRX-6
 OWNER HAZEL M. FOSTER
 ROW ACRES
 PARCEL NO 9 .376

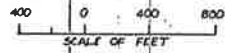
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION	
CROOKED RIVER PROJECT EXTENSION-OREGON	
RIGHT OF WAY	
SEC. 16, T15S, R16E, W1M.	
TRACT NO. CRX-6	
DRAWN <i>ETB</i>	SUBMITTED <i>[Signature]</i>
CHECKED <i>[Signature]</i>	RECOMMENDED <i>[Signature]</i>
APPROVED <i>[Signature]</i>	
BAKER, OREGON JULY 31, 1966	113-129-425



S 51° 34' 50\"/>
 PI 110+92.5
 PC 110+64.5
 PT 111+17.1
 Δ 60' 19\"/>
 R 50'
 T 29.0'
 L 52.6'

② N 54° 35' 45\"/>
 PI 113+38.0 PI 114+65.9 PI 117+61.9 PI 119+44.0 PI 121+02.0
 PC 113+02.4 PC 114+31.5 PC 117+31.7 PC 119+18.4 PC 120+72.3
 PT 113+75.3 PT 114+194.0 PT 117+51.8 PT 119+69.4 PT 121+31.5
 Δ 13° 22' 24\"/>
 R 300' Δ 10° 48' 18\"/>
 T 35.6' R 300' Δ 13° 49' 22\"/>
 L 72.9' T 28.4' R 250' Δ 14° 36' 18\"/>
 L 56.5' L 60.1' L 51.0' L 39.2'

⑦ N 2° 43' 35\"/>
 PI 124+36.5 PI 126+21.0 PI 129+29.0 PI 135+24.6
 PC 123+82.5 PC 125+59.8 PC 129+49.5 PC 135+02.8
 PT 124+78.6 PT 126+53.9 PT 130+15.7 PT 135+44.3
 Δ 52° 11' 44\"/>
 R 100' Δ 18° 36' 24\"/>
 T 49.0' R 200' Δ 26° 27' 18\"/>
 L 91.1' T 27.2' R 100' Δ 8° 18' 18\"/>
 L 54.1' L 46.2' T 23.5' T 21.8'
 L 49.5'



TRACT NO CRX-6
 OWNER HAZEL M. FOSTER
 ROW ACRES
 PARCEL NO. 10 2.97

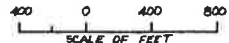
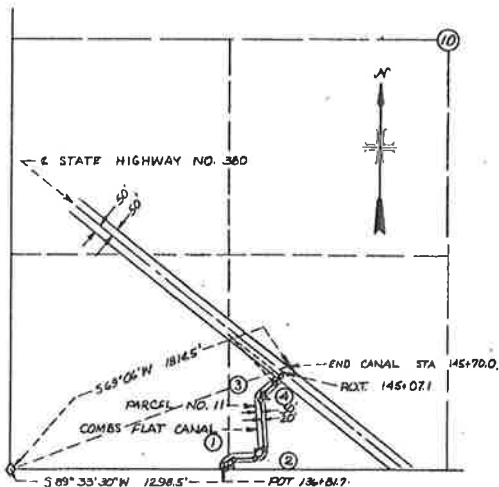
UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 CROOKED RIVER PROJECT EXTENSION-OREGON

RIGHT OF WAY
 SEC. 15, T15S, R16E, W.M.
 TRACT NO. CRX-6

DRAWN... F.T.B. ... SUBMITTED... [Signature]
 TRACED... [Signature]
 CHECKED... [Signature] ... APPROVED... [Signature]
 BAKER, OREGON JULY 31, 1964 113-129-426

N 21°58'15"E ① N 06°51'40"E ② N 3°51'55"W ③ N 47°21'05"E ④ N 39°31'05"E

PI 737150.0	PI 139153.4	PI 143111.9	PI 144154.5
PC 137118.2	PC 139108.7	PC 142180.0	PC 144127.7
PT 137176.8	PT 139182.9	PT 143132.6	PT 144181.1
Δ 64°34'24"	Δ 30°46'11"	Δ 37°02'14"	Δ 71°33'12"
R 50'	R 50'	R 50'	R 400'
T 31.8'	T 56.7'	T 23.9'	T 24.8'
L 38.8'	L 79.2'	L 44.6'	L 53.4'



TRACT NO CRX-6
 OWNER HAZEL M. FOSTER
 RON ACRES
 PARCEL NO 11 .89

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION CROOKED RIVER PROJECT EXTENSION-OREGON	
RIGHT OF WAY	
SEC. 10, T15S, R16E, W.M. TRACT NO CRX-6	
DRAWN... F.T.B.	SUBMITTED... <i>[Signature]</i>
CHECKED... <i>[Signature]</i>	APPROVED... <i>[Signature]</i>
BAKER, OREGON JULY 21, 1966 113-129-427	

INDEXED
 SS. 98983 ✓

STATE OF OREGON,
 COUNTY OF CROOK,

I CERTIFY that the within instrument of writing was received for record on the 13th day of Sept. at 10 o'clock A.M., and recorded in Book 95 on Page 176 Records of Deeds, A.D. 1966 of said County.

BOOK 95 PAGE 183

By *[Signature]* HAZEL A. POWELL
 COUNTY CLERK
 DEPUTY

#19 of Application requirements

The property has been used in the past to graze small herd of cattle and hunt on property.

Presently property is not being used and is waiting for the creation of smaller parcels for small mini ranches from 10 acre to 80 acre parcels.

It is zoned for ten acre parcels.

Water

Water is to be provided by shared wells. There is five wells on the property at this time for phase I. Wells have been produced by Aiken Well drilling and produce from 5 to 40 gallons per minute

Well Lot 3

STATE OF OREGON
WATER SUPPLY WELL REPORT
(as required by ORS 537.765 & OAR 690-205-0210)

CROO 54935

WELL I.D. LABEL# L 138765
START CARD # 1048430
ORIGINAL LOG #

8/22/2020

(1) LAND OWNER

Owner Well I.D. _____
First Name BOBBY Last Name KENNEDY
Company _____
Address PO BOX 893
City PRINEVILLE State OR Zip 97754

(2) TYPE OF WORK

New Well Deepening Conversion

(2a) PRE-ALTERATION

Alteration (complete 2a & 10) Abandonment (complete 5a)
Dia + From To Gauge Stl Plstc Wld Thrd
Casing: _____
Material From To Amt sacks/lbs
Seal: _____

(3) DRILL METHOD

Rotary Air Rotary Mud Cable Auger Cable Mud
 Reverse Rotary Other _____

(4) PROPOSED USE

Domestic Irrigation Community
 Industrial/ Commercial Livestock Dewatering
 Thermal Injection Other _____

(5) BORE HOLE CONSTRUCTION

Depth of Completed Well 600.00 ft. Special Standard (Attach copy)

BORE HOLE SEAL sacks/lbs
Dia From To Material From To Amt lbs
12 0 18.5 Bentonite 0 18.5 11 S
8 18.5 600 Calculated 10.49
Calculated

How was seal placed: Method A B C D E
 Other BENTONITE DRY

Backfill placed from _____ ft. to _____ ft. Material _____

Filter pack from _____ ft. to _____ ft. Material _____ Size _____

Explosives used: Yes Type _____ Amount _____

(5a) ABANDONMENT USING UNHYDRATED BENTONITE

Proposed Amount _____ Actual Amount _____

(6) CASING/LINER

Casing Liner Dia + From To Gauge Stl Plstc Wld Thrd
8 1.5 18.5 .250
6 10 600 .188

Shoe Inside Outside Other Location of shoe(s) _____

Temp casing Yes Dia _____ From + _____ To _____

(7) PERFORATIONS/SCREENS

Perforations Method FACTORY CUT

Screens Type _____ Material _____

Perf/ Casing/ Screen Screen Liner Dia From To Scrn/slot width Slot length # of slots Tele/ pipe size
Perf Liner 6 560 600 .125 3 400

(8) WELL TESTS: Minimum testing time is 1 hour

Pump Bailer Air Flowing Artesian

Yield gal/min Drawdown Drill stem/Pump depth Duration (hr)
5 _____ 580 1

Temperature 76 °F Lab analysis Yes By _____

Water quality concerns? Yes (describe below) TDS amount 225 ppm

From To Description Amount Units

(9) LOCATION OF WELL (legal description)

County CROOK Twp 15.00 S N/S Range 16.00 E E/W WM
Sec 16 NW 1/4 of the NW 1/4 Tax Lot 800
Tax Map Number _____ Lot _____
Lat _____ or 44.27608856 DMS or DD
Long _____ or -120.82258038 DMS or DD
 Street address of well Nearest address
SE DAVIS LOOP, PRINEVILLE, OR 97754

(10) STATIC WATER LEVEL

Date SWL(psi) + SWL(ft)
Existing Well / Pre-Alteration _____
Completed Well 8/7/2020 _____ 300
Flowing Artesian? Dry Hole?

WATER BEARING ZONES

Depth water was first found 329.00

SWL Date From To Est Flow SWL(psi) + SWL(ft)
8/7/2020 329 488 5 _____ 300

(11) WELL LOG

Ground Elevation _____

Material From To
Brown Clay top soil 0 3
Large Brown Congl 3 5
hard brown SS Tuff 5 26
lava rock Fractured 26 80
Brown SS midd to soft 80 260
Hard Brown SS 260 329
Gray Clay Stone hard 329 438
Hard Brown Clay St 438 482
Soft Brown Clay Stone 482 488
Hard Gray Clay Stone 488 541
Blue Green Clay Stone 541 600

Date Started 8/6/2020 Completed 8/7/2020

(unbonded) Water Well Constructor Certification

I certify that the work I performed on the construction, deepening, alteration, or abandonment of this well is in compliance with Oregon water supply well construction standards. Materials used and information reported above are true to the best of my knowledge and belief.

License Number 1255 Date 8/22/2020

Signed WILLIAM AIKEN (E-filed)

(bonded) Water Well Constructor Certification

I accept responsibility for the construction, deepening, alteration, or abandonment work performed on this well during the construction dates reported above. All work performed during this time is in compliance with Oregon water supply well construction standards. This report is true to the best of my knowledge and belief.

License Number 1970 Date 8/22/2020

Signed NEIL FAGEN (E-filed)

Contact Info (optional) 541-548-1245

WATER SUPPLY WELL REPORT - Map with location identified must be attached and shall include an approximate scale and north arrow

CROO 54935

8/22/2020

Map of Hole

STATE OF OREGON
WELL LOCATION MAP

This map is supplemental to the WATER SUPPLY WELL REPORT

Oregon Water Resources Department
725 Summer St NE, Salem OR 97301
(503)986-0900



LOCATION OF WELL

Latitude: 44.27608856 Datum: WGS84

Longitude: -120.82258038

Township/Range/Section/Quarter-Quarter Section:

WM15.00S16.00E16NWNW

Address of Well:

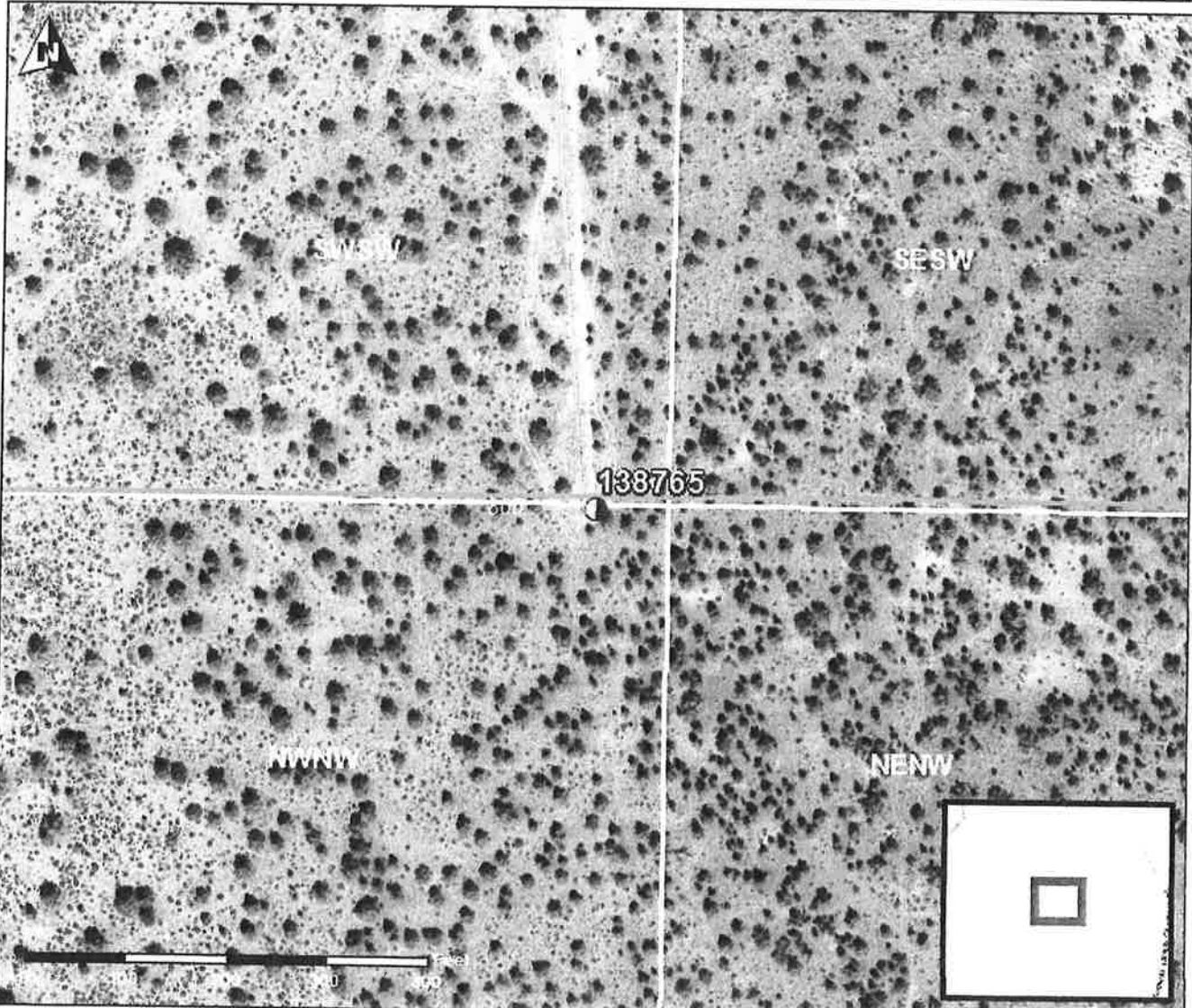
SE DAMS LOOP, PRINEVILLE, OR 97754

Well Label: 138765

Printed: August 22, 2020

DISCLAIMER: This map is intended to represent the approximate location of the well. It is not intended to be construed as survey accurate in any manner.

Provided by well constructor



WATER SUPPLY WELL REPORT - Map with location identified must be attached and shall include an approximate scale and north arrow

CROO 54936

8/22/2020

Map of Hole

STATE OF OREGON
WELL LOCATION MAP

Oregon Water Resources Department
725 Summer St NE, Salem OR 97301
(503)988-0900



This map is supplemental to the WATER SUPPLY WELL REPORT

LOCATION OF WELL

Latitude: 44.27362934 Datum: WGS84

Longitude: -120.82187840

Township/Range/Section/Quarter-Quarter Section:

WM15.00S16.00E16NENW

Address of Well:

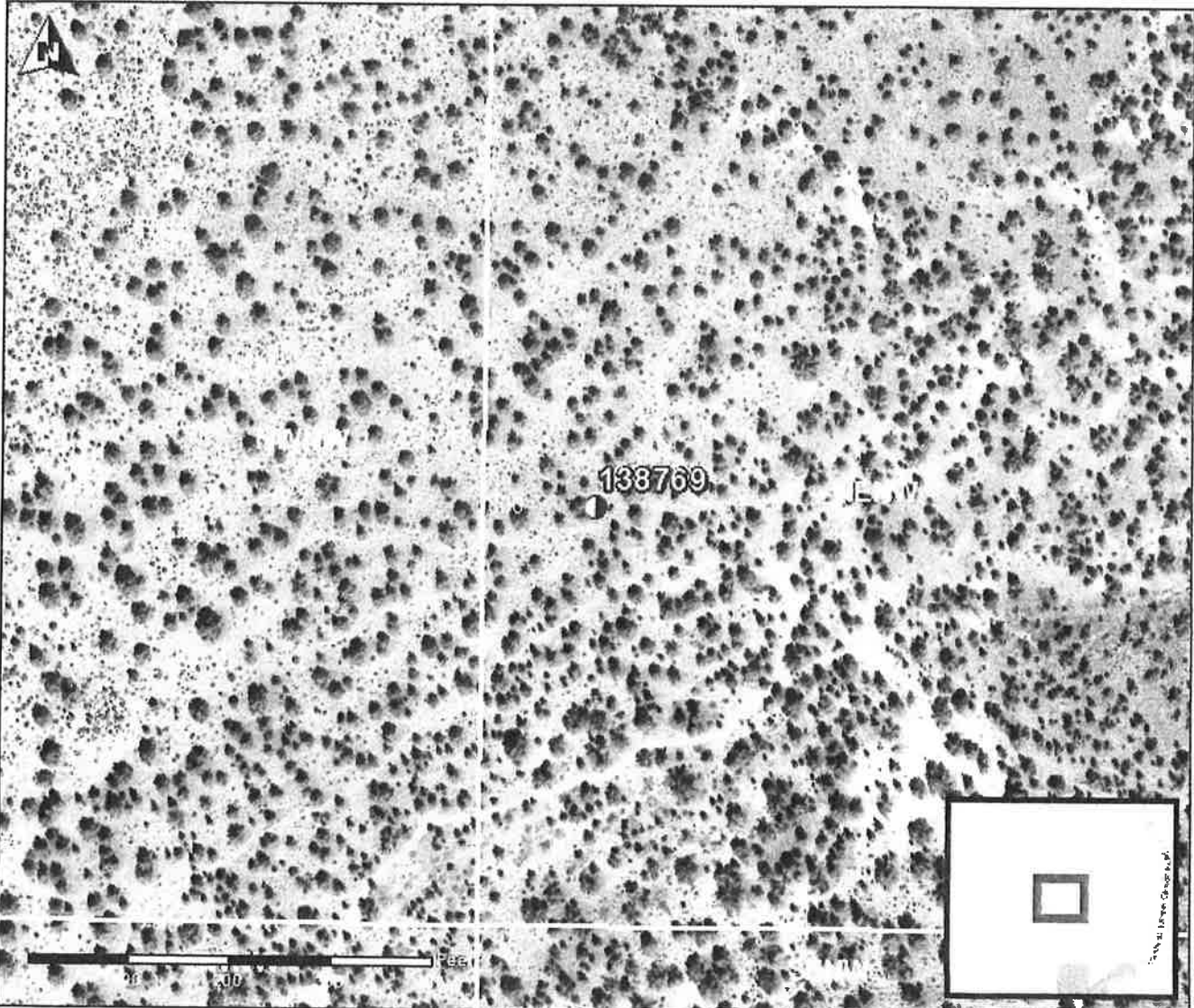
SE DAMS LOOP, PRINEVILLE OR 97754

Well Label: 138769

Printed: August 22, 2020

DISCLAIMER: This map is intended to represent the approximate location of the well. It is not intended to be construed as survey accurate in any manner.

Provided by well constructor



WATER SUPPLY WELL REPORT - Map with location identified must be attached and shall include an approximate scale and north arrow

CROO 54940

9/1/2020

Map of Hole

STATE OF OREGON
WELL LOCATION MAP

This map is supplemental to the WATER SUPPLY WELL REPORT

Oregon Water Resources Department

725 Summer St NE, Salem OR 97301
(503)988-0900



LOCATION OF WELL

Latitude: 44.26776768 Datum: WGS84

Longitude: -120.82773635

Township/Range/Section/Quarter-Quarter Section:

WM15.00S16.00E17NESE

Address of Well:

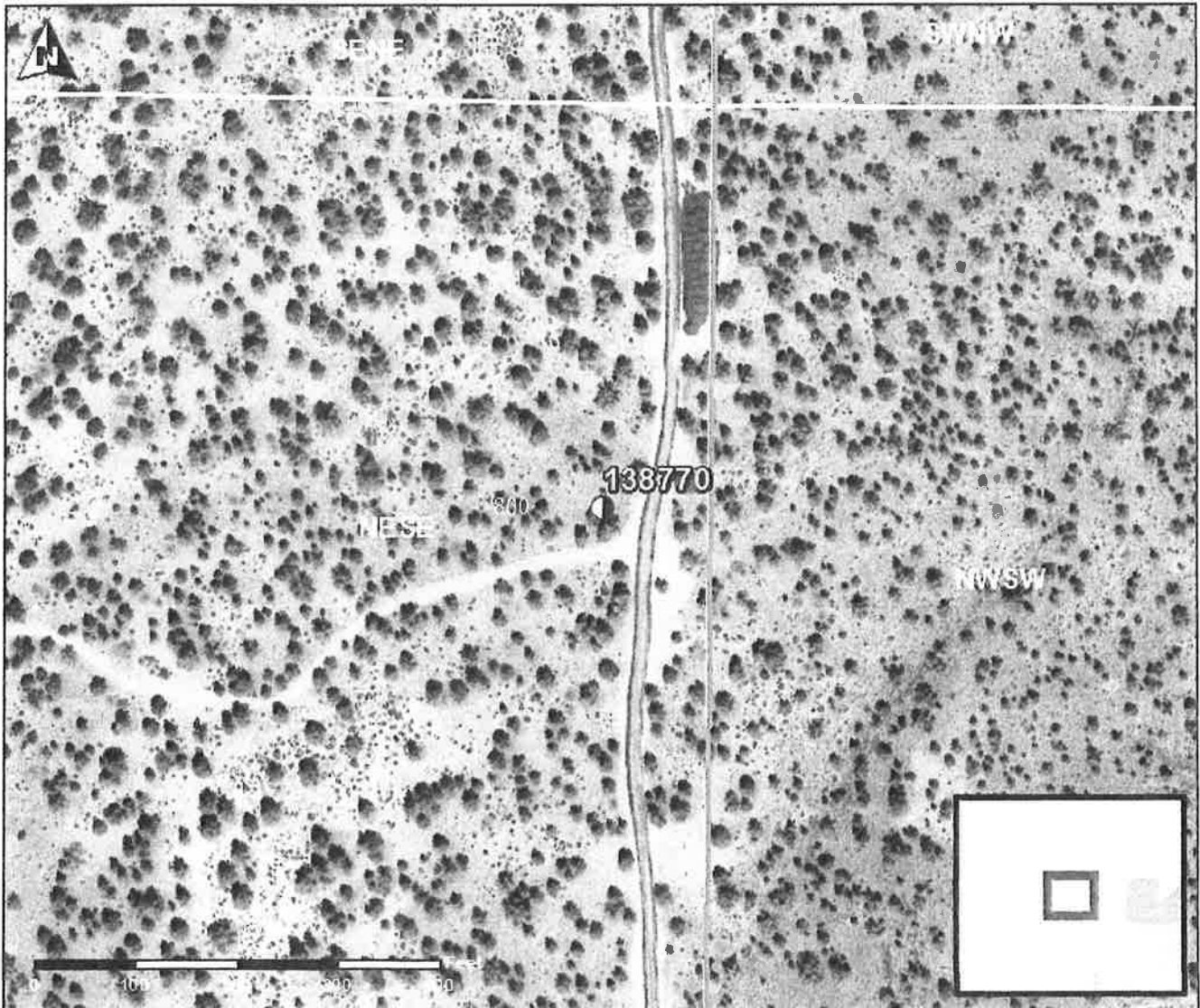
SE DAVIS LOOP PRINEVILLE OR

Well Label: 138770

Printed: September 1, 2020

DISCLAIMER: This map is intended to represent the approximate location the well. It is not intended to be construed as survey accurate in any manner.

Provided by well constructor



Request for Road Approach Final Inspection

(This permit/approval is VALID for 6 months from the approval date)

(Per CCC 12.04.110: Time Limit for Access Construction - Six (6) Months)



If you are required to have a FINAL inspection, as identified on your Road Approach Permit, this form shall be submitted prior to your request for a "Footing Inspection".

YOU MUST HAVE YOUR "ROAD APPROACH INSPECTION" REQUESTED AT THE SAME TIME YOUR "FOOTING INSPECTION" IS REQUESTED.

PLEASE COMPLETE THE INFORMATION BELOW

PRINT NAME: Bobby Kennedy RECORD NUMBER: 217-20-000281-PLUG
HOME PHONE: _____ CELL PHONE: 541-903-0489

MAILING ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____

PHYSICAL ADDRESS OF PROPERTY: TBD - 2502 SE Kennedy Way ^(utility address)

MAP NUMBER: Township 15 Range 16 Section _____ Tax Lot # 800

Please return this form to:

Crook County Community Development
Attn: Planning Division
300 NE 3rd Street, Room 12
Prineville, OR 97754

Call: 541.447.8156 or 541.447.8211 to request a FINAL INSPECTION

(For Official Use Only)

Inspection Report: Public Road _____ County Road _____

Culvert Diameter: _____ Length: _____

Comments: _____

FINAL INSPECTION: Approved _____ Denied _____

Comments: THIS IS JUST FOR APPROACH - ROAD APPROACH IS NOT DONE YET

Crook County Road Master: Robert S. Orl Date: 8/25/2020
Crook County Building Official: _____ Date: _____

FOR OFFICIAL USE ONLY

Road Information:

Classification	Minimum Spacing Between Driveways/Streets	Minimum Spacing Between Intersections
Arterial	1200 Feet	1 Mile (5280 Feet)
Major Collector	500 Feet	1/2 Mile (2640 Feet)
Minor Collector	300 Feet	1/4 Mile (1320)
Local	Access to each lot permitted	150 Feet

Speed Limit: Where Posted, If not Posted Then the Speed Limit is 55 MPH

Posted Speed Limit	Intersection Sight Distance
35 MPH	445 Feet
45 MPH	610 Feet
55 MPH	775 Feet

Culvert Requirements: Culvert Required: Yes No Culvert Diameter 18" Length TBD

Type: CMP

Comments:

Temporary Access OR Temporary Construction Access:

Comment:

Expires: 9-3-2020

Approved as TEMPORARY ACCESS Yes No Expiration Date: _____

Permanent Access: _____ Date: _____

Crook County Road Master - County Maintained Roads Only

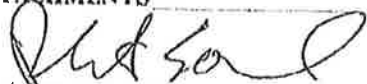
Crook County Building Department - Public Ways Only

FINAL INSPECTION REQUIRED Yes No FINAL INSPECTION COMPLETED Yes No

Comments: SEE TYPICAL SECTION FOR PART 99+ ? BUILD EVERYTHING BUT RAISING AT THIS TIME. ALSO SEE DRIVEWAY TYPICAL FOR PIPE

ACCESS APPROVED DENIED

ATTACHMENTS

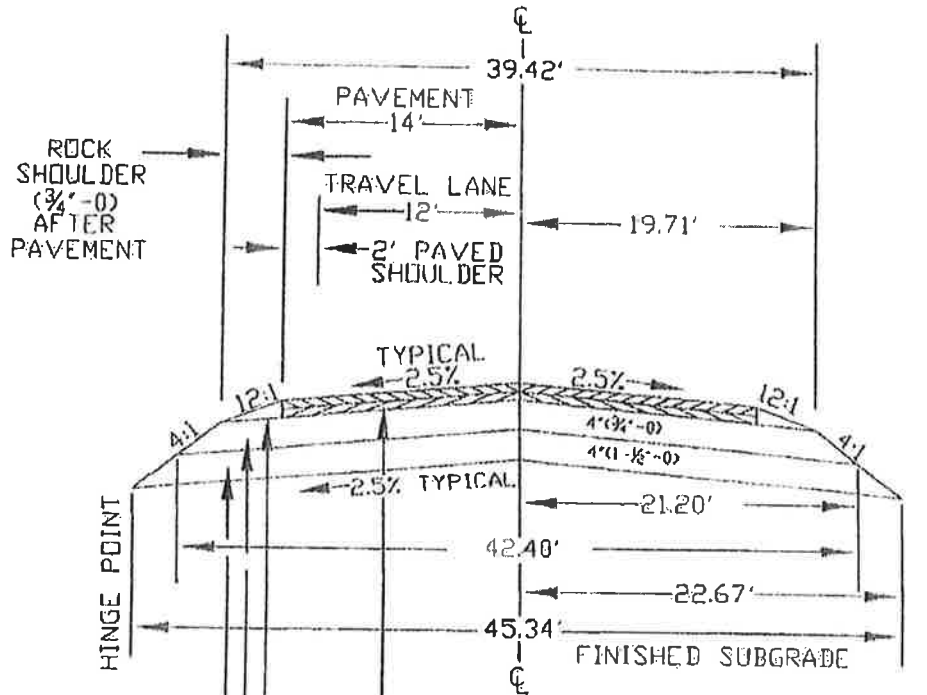


Crook County Road Master - County Maintained Roads Only
Crook County Building Department - Public Ways Only

3-3-2020
Date

Construction of access permits shall be completed within 6 MONTHS, or will be deemed void. Extensions may be granted by the Crook County Planning Director. (Crook County Code Title 12 Chapter 12.040110) Questions Call 541-447-3211

COUNTY ROAD - STANDARD
ROADS 100 PADD OR GREATER
TYPICAL SUBGRADE
TYPICAL BASE AND PAVEMENT



-NOT TO SCALE-

TOTAL - 4" COMPACTED DEPTH ASPHALT
CONCRETE PAVEMENT
D.D.T. MODIFIED LEVEL 2 HMAC
(1/2" MAXIMUM ROCK SIZE) WITH PG
BINDER 64-28
INITIAL - CONSTRUCT 2" COMPACTED
DEPTH MODIFIED LEVEL 2 HMAC
AFTER ONE YEAR OR BUILD OUT
FINAL - CONSTRUCT 2" COMPACTED
DEPTH MODIFIED LEVEL 2 HMAC

SHOULDER ROCK - (3/4'-0) CONSTRUCT
AFTER INITIAL PAVEMENT - RESHAPE
SHOULDER FOLLOWING FINAL PAVEMENT

4" COMPACTED DEPTH BASE AGGREGATE
(3/4'-0) D.D.T. SPECIFICATIONS

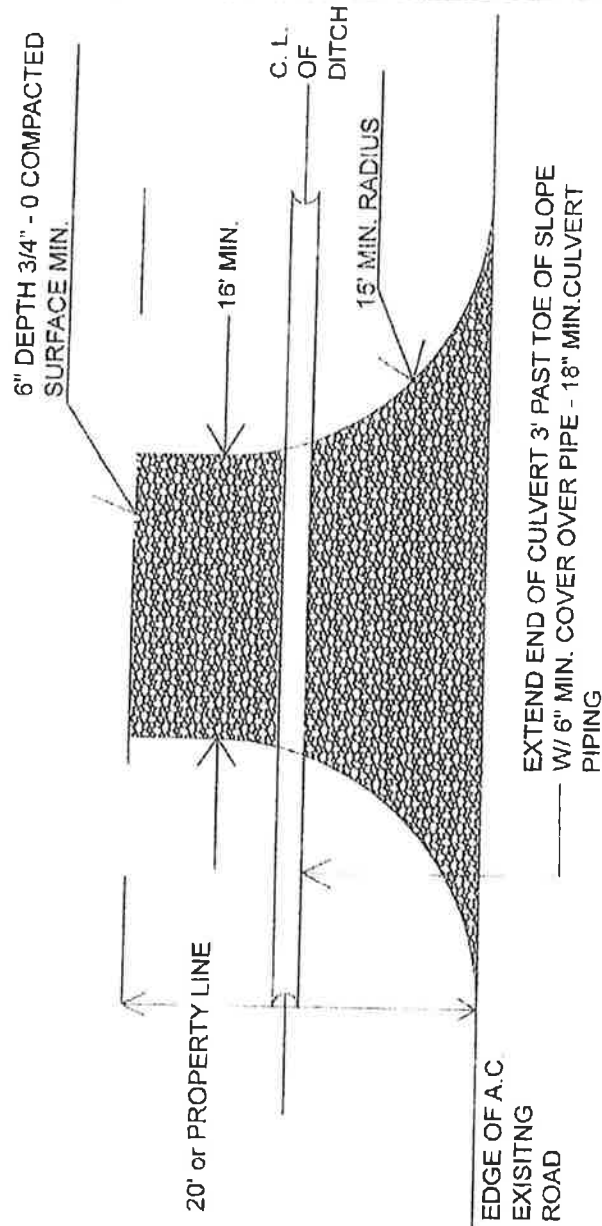
4" COMPACTED DEPTH BASE AGGREGATE
(1-1/2'-0) D.D.T. SPECIFICATIONS

DESIGN NOTES:

1. ROCK AND COMPACTION SHALL CONFORM TO OREGON DEPARTMENT OF TRANSPORTATION (O.D.O.T.) SPECIFICATIONS.
2. PAVEMENT FILET RADIUS AT INTERSECTIONS SHALL BE 30 FEET OR GREATER UNLESS APPROVED BY CROOK COUNTY ROAD MASTER.
3. TURN LANE WIDTH FOR INTERSECTION DESIGN SHALL BE 14 FEET.
4. ALL PHASES OF ROAD CONSTRUCTION SHALL BE COORDINATED WITH ROAD MASTER FOR INSPECTION AND APPROVAL.

CROOK COUNTY

Minimum Requirements Driveway Approach Section



Not to Scale



RECEIVED
MAY 03 2019

ROAD APPROACH PERMIT

(Incomplete Applications Will Not Be Accepted)

Crook County Community Development
300 NE 3RD Street, Room 12, Prineville, Oregon 97754
Phone: 541-447-8156 Ext 1 / Fax: 541-416-2139
Email: plan@co.crook.or.us / Website: www.co.crook.or.us

RECORD No. #: 217- 20 - 000281 -PLNG

- \$82.50 – Agricultural Use
_____ County Maintained Road _____ Public Road
- \$110 – Grandfather- Single Residence **ONLY** (Prior to July 1, 1970)
_____ County Maintained Road _____ Public Road
- \$220 – Residential & Emergency Access: # of Homes _____ (2 or Less)
_____ County Maintained Road _____ Public Road
- \$440 – Home Occupation
_____ County Maintained Road _____ Public Road

MAIL DELIVERY:

Post Office Box _____ or Rural Delivery _____ Location Request for a Mail Box _____

All access permits "below" are required to submit at a minimum, a traffic assessment for construction and operational traffic impacts upon submittal of permit. The planning Director at his/her discretion may require a complete Traffic Impact Analysis. Additional information may be necessary for staff to determine the level of impacts associated with the proposed access. Permits will not be accepted and or be deemed incomplete without the requested information. Crook County TSP 7.1.7 and Crook County Code Title 12 Chapter 12.04.

Crook County assumes no liability for any costs or time delays (either direct or consequential) associated with the preparation and review of a transportation impact analysis.

_____ County Maintained Road _____ Other Road

_____ \$880 – Institutional _____ \$880 – Subdivision & PUD: # of Homes _____

Commercial & Industrial - (Approach Level will be determined by Planning Director.)

- _____ \$275 - Level I Approach _____ \$1100 – Destination Resort
- _____ \$550 - Level II Approach
- _____ \$1100 - Level III Approach

All above fees include the 10% Access Enforcement surcharge fee.

Construction of access permits shall be completed within 6 months, or will be deemed void. Extensions may be granted by the Crook County Planning Director. (Crook County Code Title 12 Chapter 12.04.110)

Property Owner:
Last Name: Kennedy First Name: Bobby
Mailing Address: P.O. Box 893
City: Prineville State: OR Zip Code: 97754
Day-Time Phone: (541) 903-0489 Cell Phone: (_____)
Email: BKconst2@outlook.com

Proposed Access:
 Partitioning Accessory Building Other:


Address of Proposed Access:
Township 15 South, Range 16 East, Section 800, Tax Lot 800
Mile Post Nearest Intersection Lower Davis

Application Requirements: (information to be provided by applicant)

1. Application shall be completed in full.
2. Copy of recorded Access/Easement.
3. Site Plan showing ALL proposed & existing approaches and structures.
4. PHOTOS SHOWING ACCESS LOCATION.
5. Only one (1) access shall be identified per Road Approach Permit Application.
6. Traffic Impact Analysis and or Traffic Assessment if applicable.
7. If the applicant is not the owner of the property to be served by the approach, then the property owner must in writing authorize the applicant as a designated agent.

Inspection Requiements:

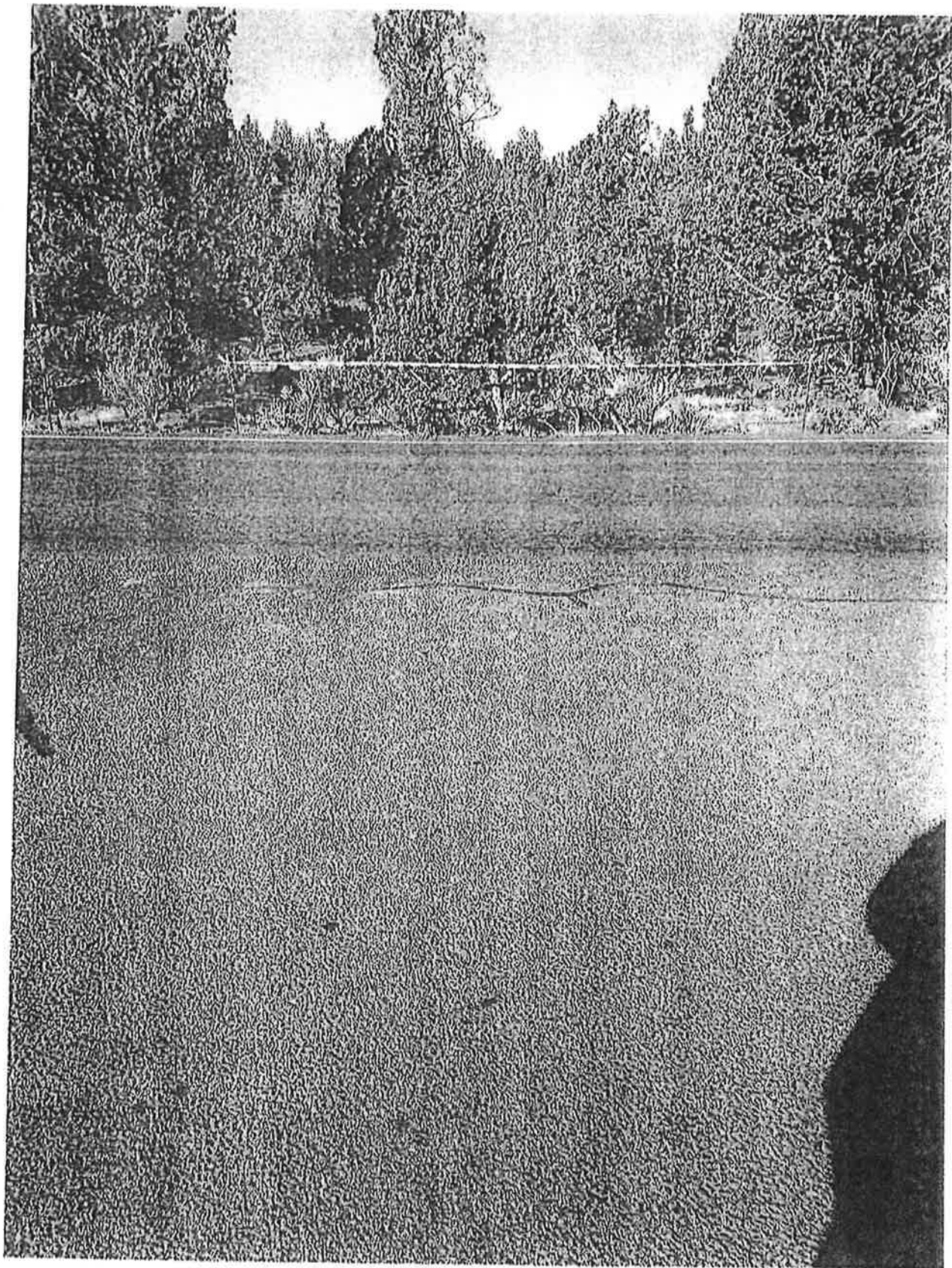
1. Proposed Access **MUST** BE Marked Clearly with flags at Each Side of Approach.
2. Failure to Appropriately Mark Access Will Result in a Minimum \$50.00 Additional Charge for Re-inspection.
3. If a Final Inspection is required, the Permit will be issued as Temporary until Completion and Acceptance of the Final Inspection.
4. Allow 10 Working Days for Inspections. Inspections will be completed Monday – Thursday; Legal Holidays, Fridays and Weekends will not be included in the allowable days to be completed.

Applicant's Signature: Bobby Kennedy  Date: 3-3-20

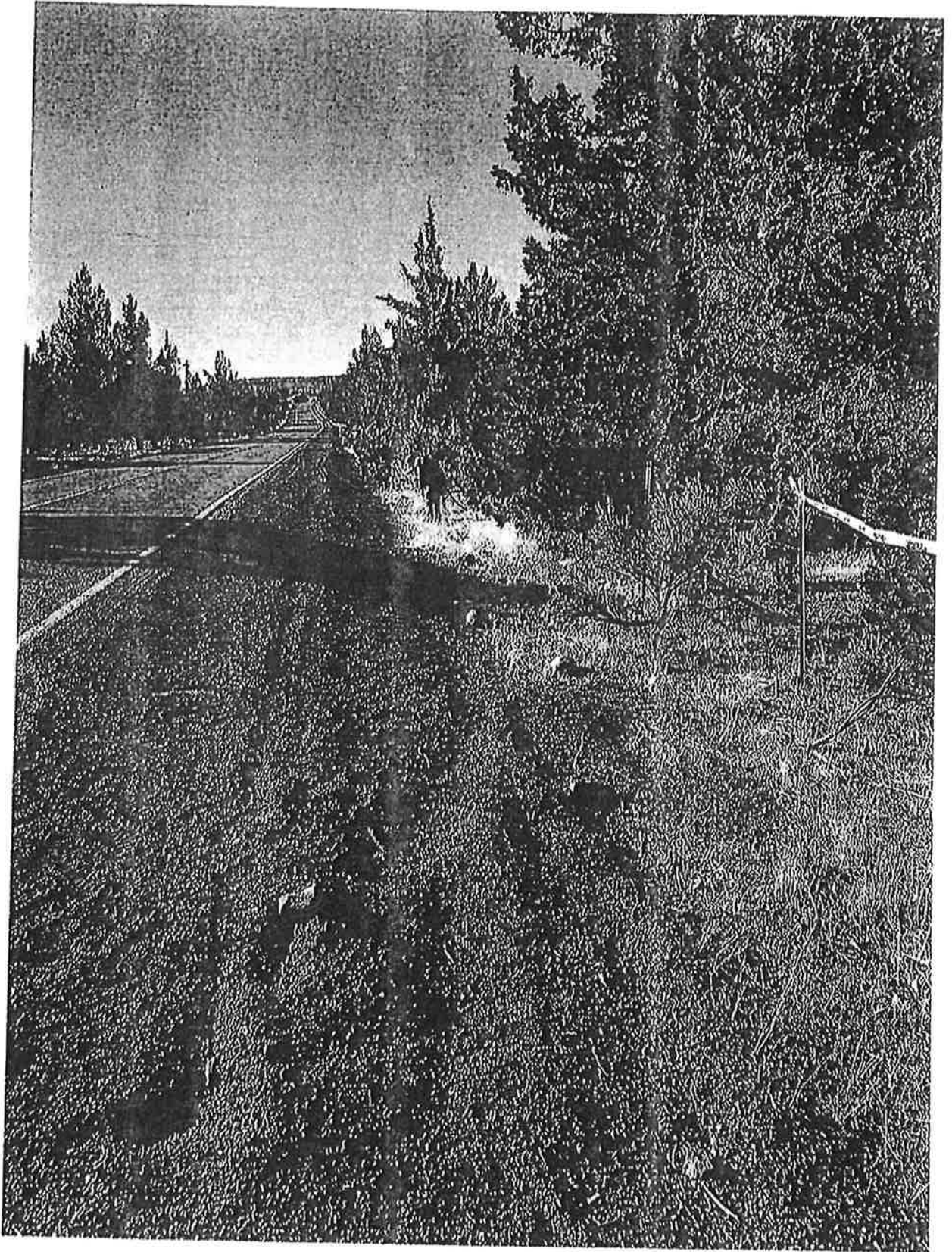
Please Print Name Clearly: _____

Please Print Agent's Name Clearly: _____

(If an agent will be submitting this application on your behalf, they'll need to submit the Authorization Form)



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Looking Down

