

3322

Ph 757.4131

STATUS OF APPLICATION

Change in place of use
 Date filed 10-10-75
 Date of hearing _____
 Place of hearing _____
 Date of order 1-14-77 Vol. 28, page 246
 Date for application of water 10-1-78
 Proof mailed MAY 20 1980
 Proof received _____
 Certificate issued DEC 19 1977 Vol. 37, page 45023
SEP 4 1980 43 49438

DESCRIPTION OF WATER RIGHT

Name of stream Wimble Lake
 Trib. of _____ County of Benton
 Use irrigation
 Quantity of water _____ No. of acres 19¹
 Name of ditch _____
 Date of priority April 22, 1966
 In name of Rose Irene McDaniel / E Morris Milton McDaniel
 _____ Adjudication, Vol. _____, page _____
 App. No. 42126 Per. No. 31508 Cert. No. 36840
 Certificate cancelled _____
 Notation made on record by _____

FEES PAID

Date	Amount	Receipt No.
<u>10-10-75</u>	<u>20.00</u>	<u>49873</u> FROM
<u>1-27-76</u>	<u>10.00</u>	<u>41170</u> P-6
TOTAL . . .		
<u>11/2/77</u>	<u>\$2.00</u> Cert. Fee	<u>57491</u>

FEES REFUNDED

Date	Amount	Check No.

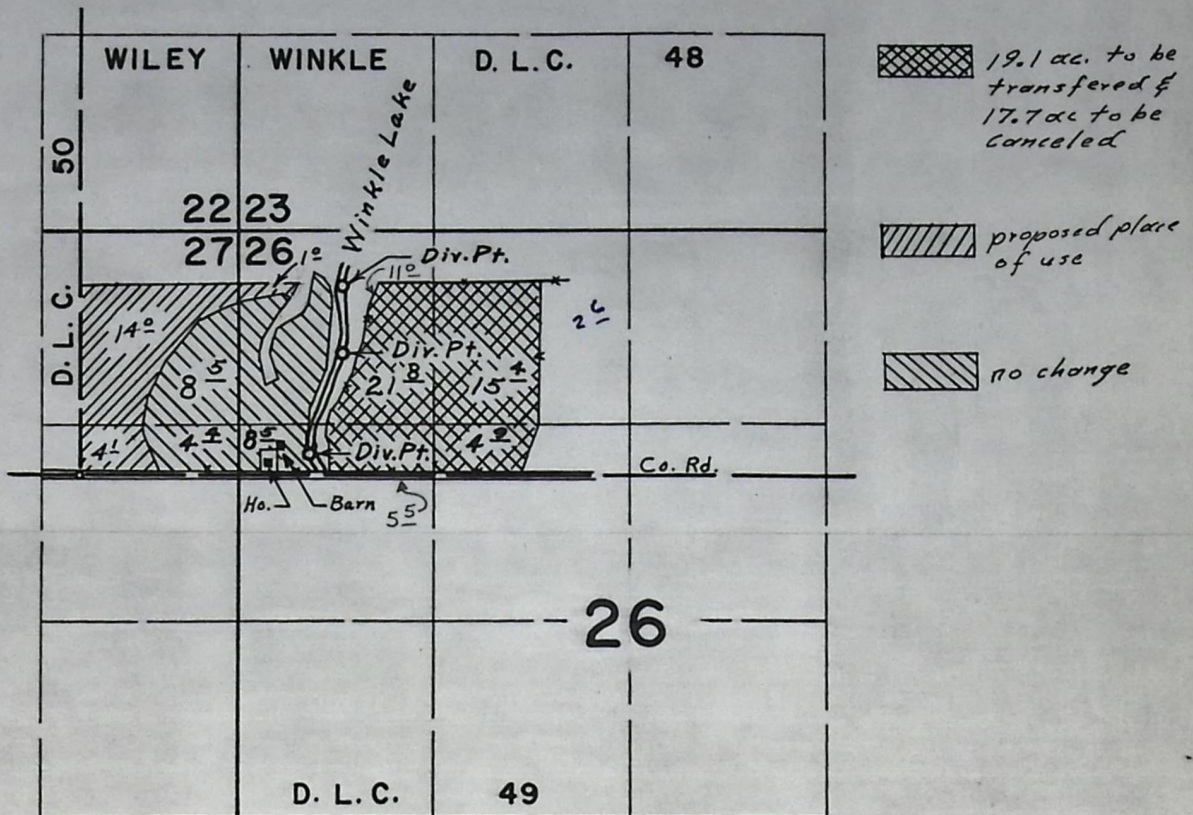
REMARKS

TO BE ENTERED WHERE CHECKED

INDEX CARDS:		Entered	Checked
<u>WH</u>	Name	<u>✓</u>	_____
<u>WH</u>	Stream	<u>✓</u>	_____
<u>WH</u>	Pt. of Div.	<u>✓</u>	_____
<u>WH</u>	Calendar	<u>✓</u>	_____
<u>WH</u>	CHECKED TO RECORDS:		
<u>WH</u>	Twp. & Rge.	<u>GLS</u>	_____
<u>WH</u>	Decree-vault	_____	_____
<u>WH</u>	Decree-safe	_____	_____
<u>WH</u>	Cert. of W/R	<u>✓</u>	_____
<u>WH</u>	Per. Folder	<u>✓</u>	_____
<u>WH</u>	Chainindex	_____	_____
<u>WH</u>	Cross Ref.	_____	_____
<u>WH</u>	Power Claim	_____	_____
<u>WH</u>	Abstracts	<u>✓</u>	_____

Transfer No 3322

T. 13 S. R. 5 W. W. M.



Div. Pts. located 1260' N. & 1760' E.; 820' N. & 1760' E.; 130' N. & 1530' E.; all from S.W. Cor. Wiley Winkle D.L.C. 48

FINAL PROOF SURVEY UNDER

Application No. 42126 Permit No. 31508
IN NAME OF

ROSE IRENE & MORRIS MILTON McDANIEL

Surveyed Oct. 31, 1969, by L. E. Gould

STATE OF OREGON

COUNTY OF

BENTON

CERTIFICATE OF WATER RIGHT

This Is to Certify, That

MRS. IRENE (GROSSJACQUES) GRAHAM

of Route 3, Box 567, Corvallis, State of Oregon 97330, has made proof to the satisfaction of the Water Resources Director, of a right to the use of the waters of Winkle Lake

a tributary of Willamette River
irrigation of 19.1 acres

for the purpose of

under Permit No. 31508 and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from April 22, 1966 that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.24 cubic foot per second

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$, as projected within Winkle DLC 48, Section 26, T. 13 S., R. 5 W., W.M.; 1260 feet North and 1760 feet East from SW Corner, Winkle DLC

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-eightieth of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 2 $\frac{1}{2}$ acre feet per acre for each acre irrigated during the irrigation season of each year

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

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

SEE NEXT PAGE

1.0 acre NW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 26

14.0 acres NE $\frac{1}{4}$ NE $\frac{1}{4}$
4.1 acres SE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 27

all as projected within Winkle DLC 48
T. 13 S., R. 5 W., W.M.

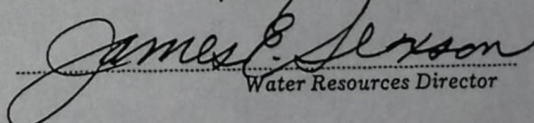
This certificate is issued to confirm a change in place of use approved by an order of the Water Resources Director entered on January 14, 1977, and together with certificate of water right recorded at page 45023, Volume 37, State Record of Water Right Certificates, supersedes certificate of water right recorded at page 36840, Volume 28, State Record of Water Right Certificates.

The issuance of this superseding certificate does not confirm the status of the water right in reference to ORS 540.610.

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described., and is subject to the existing minimum flow policies established by the Water Policy Review Board.

WITNESS the signature of the Water Resources Director, affixed

this date. September 4, 1980


Water Resources Director

Recorded in State Record of Water Right Certificates, Volume 43 , page 49438

BEFORE THE WATER RESOURCES DIRECTOR OF OREGON

Benton County

IN THE MATTER OF THE APPLICATION
OF IRENE GROSJACQUES FOR THE APPROVAL
OF A CHANGE IN PLACE OF USE OF WATER
FROM WINKLE LAKE

ORDER APPROVING
TRANSFER NO. 3322

On October 10, 1975, Irene Grosjacques filed an application in the office of the Water Resources Director for the approval of a change in place of use of water from Winkle Lake pursuant to the provisions of ORS 540.510 to 540.530.

Certificate of water right recorded at Page 36840, Volume 28, State Record of Water Right Certificates, in the names of Rose Irene McDaniel and Morris Milton McDaniel, describes an existing right of record which includes the use of not to exceed 0.24 cubic foot per second from Winkle Lake for irrigation of a certain 2.6 acres in NE $\frac{1}{4}$ NW $\frac{1}{4}$, 11.0 acres in NW $\frac{1}{4}$ NW $\frac{1}{4}$ and 5.5 acres in SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 26, Township 13 South, Range 5 West, W.M., with a date of priority of April 22, 1966.

Water for the said right is diverted from points located 1260 feet North and 1760 feet East, 820 feet North and 1760 feet East, and 130 feet North and 1530 feet East from the Southwest corner of W. Winkle DIC #48, being within the NW $\frac{1}{4}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 26, Township 13 South, Range 5 West, W.M.

The applicant herein, owner of the lands above described, proposes to change, without loss of priority, the place of use and to sever the right from the said lands and in lieu thereof to irrigate a certain 1.0 acre in NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 26, 14.0 acres in NE $\frac{1}{4}$ NE $\frac{1}{4}$ and 4.1 acres in SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 27, Township 13 South, Range 5 West, W.M.

Mr. Ben Monroe, Watermaster of District No. 18, has filed a statement to the effect that the proposed change in place of use may be made without injury to existing rights.

No objection having been filed and it appearing that the proposed change in place of use may be made without injury to existing rights, the application should be approved.

NOW, THEREFORE, it hereby is ORDERED that the requested change in place of use described herein, without loss of priority, is approved.

It is FURTHER ORDERED that said water so transferred shall be applied to beneficial use on or before October 1, 1978.

The applicant herein has authorized, by affidavit, cancelation of that portion of the right described by the certificate recorded at Page 36840, Volume 28, State Record of Water Right Certificates, for use of not to exceed 0.22 cubic foot per second from Winkle Lake with a date of priority of April 22, 1966, for irrigation of a certain 12.8 acres in NE $\frac{1}{4}$ NW $\frac{1}{4}$ and 4.9 acres in SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 26, Township 13 South, Range 5 West, W.M.

It is FURTHER ORDERED that the certificate of water right heretofore issued to Rose Irene McDaniel and Morros Milton McDaniel and recorded at Page 36840, Volume 28, State Record of Water Right Certificates, is canceled, and in lieu thereof a new certificate be issued covering the balance of the right not involved in this proceeding or in the proceeding for cancelation of that portion of the right abandoned by affidavit of the applicant, and upon proof satisfactory to the Water Resources Director of completion of works and beneficial use of water to the extent intended under the provisions of this order, a confirming certificate of water right shall be issued to Mrs. Irene Grosjacques.

Dated at Salem, Oregon, this 14th day of January, 1977.

/s/ JAMES E. SEIXSON
Director

Permit No. 31508

Transfer No. 3322

County Benton

PROOF OF APPROPRIATION OF WATER

1. Name Mrs Irene Grosjacques 2. Address Rt 3 Box 567 Corvallis OR
97330
3. Source of Supply Winkle Lake
Tributary of Willamette River
4. Amount of water 0.24 cfs 5. Priority date April 22, 1966
6. Use irrigation of 19.1 acres
7. Location of point of diversion NW¹4NW¹ Sec 26 T13S R5W WM
1260' N & 1760' E from SW cor DLC 4B

8. The description of land given below and as shown on the attached map corresponds to that found to be irrigated:

1.0 acre NW NW

Sec 26

14.0 acres NENE

4.1 " SENE

Sec 27

all w/in Winkle DLC 4B

T13S R5W WM

~~This cert will be issued to confirm a change in place of use of water as approved by an order of the WPD entered 1-14-77~~

I have read the above foregoing proof of appropriation of water defining the extent of use of water under the change in place of use approved by an order of the WPD entered 1-14-77; I know the contents thereof and the facts therein stated are true

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____
19 80.

Legal Owner of the above described lands

722-47

Morning

Now Jack Stockton
same address
(Lakeside Dr.)

753-8872

same address
(Lakeside Dr.)

- INSP
62/41/8

Not Home
9-25-78 JSD
10-4-78 JSD
10-17-78 JSD

28603

55432

G-9201

Info: Mrs. Stockton. Land irr. as applied last year by
Gary Stockton, brother-in-law.

Source: Winkle lake. Div dir through 4" suction
pump - Century 15 HP @ 3500 RPM

Berkley COD 3" x 2 1/2"

rated 355 GPM @ 135' HD

15 HP @ 3600 RPM

Use: Irr of bluegrass

Equip: pipe - 5" main - 1780'

3" laterals - 1600'

heads - RB 30 3/16" x 0 (40 HDS max)

Lift: See quad

Tie: Insp.

NOTE: Only D.P. that is used is northern D.P. No
power to other points.

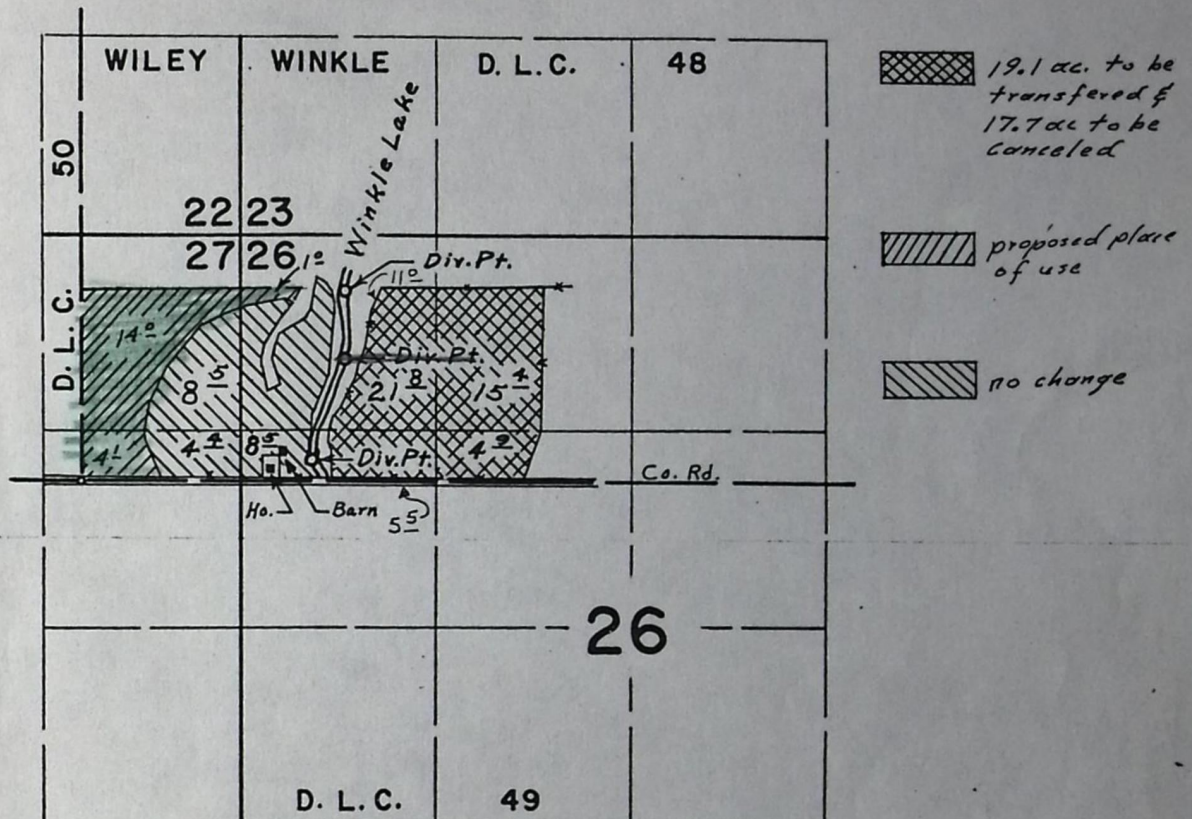
Chris Hughes

FE

8/17/77

Transfer No 3322

T. 13 S. R. 5 W. W. M.



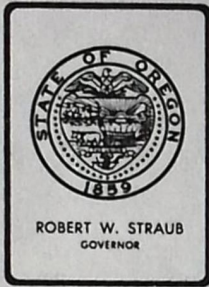
Div. Pts. located 1260' N. & 1760' E.; 820' N. & 1760' E.; 130' N. & 1530' E.; all from S.W. Cor. Wiley Winkle D.L.C. 48

FINAL PROOF SURVEY
UNDER

Application No. 42126 Permit No. 31508
IN NAME OF

ROSE IRENE & MORRIS MILTON McDANIEL

Surveyed Oct. 31, 1969, by L. E. Gould



Water Resources Department
MILL CREEK OFFICE PARK

555 13th STREET N.E., SALEM, OREGON 97310

PHONE 378-3066

August 9, 1978

Irene Grosjacques
Route 3, Box 567
Corvallis, Oregon 97330

RE: File No. T-3322

Dear Ms. Grojacques:

The notice of completion of works and use of water under the provisions of the order of the Water Resources Director approving water right transfer application No. 3322, for a change in place of use of water from Winkle Lake, was received and, in line with the general practice of this office, a survey will be made at a later date.

After the survey, proof may be made and certificate of water right issued covering the actual use of water as found by the engineer. (In case of irrigation, any lands described in the order that have not been irrigated will be automatically eliminated from the water right.)

In the meantime, the order will be evidence of the water right in question as long as the authorized beneficial use of water is continued.

Sincerely,

Wayne J. Overcash
Water Rights Engineer

WJO:lcj
cc: Benjamin E. Monroe, Watermaster

T- 3322

NOTICE OF COMPLETE APPLICATION
OF WATER TO BENEFICIAL USE

RECEIVED

AUG 4 1978

WATER RESOURCES DEPT.
SALEM, OREGON

Transfer No. 3322

I Mrs. Irene Grosfogue hereby certify that
on July 31st, 1978, the water has been applied to
the lands to which the water right was transferred by an order of the
Water Resources Director dated Jan 14, 1977, approving an appli-
cation for a change in place of use of water from Winkle
Lake.

07/31/78
Date

Mrs. Rose Irene Grosfogue
Signature

ok.
lgf

RECEIVED
OCT 10 1975
JUN 19 1974 WATER RESOURCES DEPT
STATE ENGINEER SALEM, OREGON
SALEM, OREGON

T-3322

Application for Transfer of Water Right

To the STATE ENGINEER OF OREGON:

I, Mrs. Irene Grosjacques

(Name of applicant)

of Route 3, Box 567, Corvallis, Or. 97330, County of Benton

(Postoffice)

State of Oregon, do hereby make application for change in the location of use

of the irrigation water on Permit No. 31508

(In point of diversion; place of use; use heretofore made of the water)

1. The source of present water right is Winkle Lake

(Name of stream)

2. The use to which the water is applied is irrigation

(Irrigation; Mining; Power; Manufacturing; etc.)

3. The name of the ditch, canal or pipe line is _____

1,260 1,760
820 1,760

4. The point of diversion is located 130 ft. N and 1,530 ft. E from the S.W.

(N. or S.)

(E. or W.)

corner of Wiley Winkle DLC# 48

(Section or subdivision)

being within the NW $\frac{1}{4}$ NW $\frac{1}{4}$ & SW $\frac{1}{4}$ NW $\frac{1}{4}$

of Section 26 Tp. 13 S R. 5 W W. M., in the County of Benton

(No. N. or S.)

(No. E. or W.)

5. List the number of acres irrigated in each smallest legal subdivision (40-acre tract) involved in this transfer. If for any other use, indicate place of use.

Twp.	Range	Sec.	NE 1-4				NW 1-4				SW 1-4				SE 1-4			
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$
T 13 S	SR5W	27				4.4												
		26					2.6	11.0	5.5									
							15.4	21.8	8.5	4.2								

Part

NOTE: If you own less than 40-acre tracts, attach a description of your land as it appears in your deed.

(Attach separate sheet if necessary)

19.1 ac

0.24 cfs

(R.R. Cert)

6. Are you the legal owner of the above described lands? Yes

(If not owner, explain your interest)

7. Has water been used beneficially for the purposes indicated herein during the past 5 years? yes (yes)

8. What is the date of priority of your water right? April 22, 1966

9. Was your water right acquired by State Engineer's Permit? Yes If so, give number

(Yes or No)

of permit 31508

10. Do you hold a water right certificate? Yes If so, give number of certificate 36840
(Yes or No)

11. Was your water right determined by State Engineer's order of Determination or Decree of Court?
No If so, give title of proceedings
(Yes or No)

12. Is the water right recorded in your name? Rose Irene and Morris Milton McDaniel
(Property was awarded to me in a divorce decree in 1971.) (If not, give name)

13. I propose to transfer the water right to the following described lands: (Do not answer if your application is for change in point of diversion only.)

Twp.	Range	Sec.	NE 1-4				NW 1-4				SW 1-4				SE 1-4			
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$
T13S	SR5W	27	14.0			4.1												
		28	12.3															
								1.0										

Note: Any remaining acreage of Water Right is to remain with the property East of Winkle Lake where it is now assigned.

(Attach separate sheet if necessary)

NOTE: Answer questions 14, 15, 16 and 17, if the application is for change in point of diversion.

14. The proposed point of diversion is located ft. and ft. from the
(N. or S.) (E. or W.)
corner of being within the of Section Tp. R. W. M.,
(Smallest legal subdivision) (No. N. or S.) (No. E. or W.)
in the county of The name of the ditch to be used is

15. Are you the owner of the land on which the proposed point of diversion is to be located?

16. If not the owner of the land on which the proposed point of diversion is to be located, give the name and address of owner and submit evidence of your right-of-way for your proposed ditch, canal, or pipe line.

17. Are there any diversions between your present point of diversion and the proposed point of diversion? No

NOTE: Answer questions 18 and 19 if application is for change in use or place of use.

18. Are the lands from which you propose to transfer your water right free of all encumbrances, including taxes, mortgages, liens, etc.? Yes No
(Answer Yes or No)

19. If not, give below a description of existing encumbrances:

NATURE OF ENCUMBRANCE	HELD BY	AMOUNT
1st Mortgage	Federal Land Bank	app. \$16,000.00

20. Reasons for the proposed changes are Increasing irrigation acreage on my remaining property.

207EWA' OBECON
MAY 1983 RESOURCES DEPT
OCT 10 1983
RECEIVED

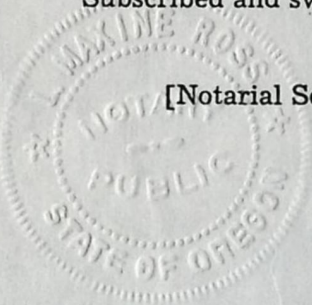
AFFIDAVIT OF APPLICANT

STATE OF OREGON,
County of Benton } ss.

I, Rose Rene (McDaniel) Grosjean, the applicant herein, being first duly sworn, depose and say that I have read the above and foregoing application for transfer of water right; that I know the contents thereof and that the statements therein made are true and correct to the best of my knowledge and belief.

In Witness Whereof, I have hereunto set my hand this 17 day of June, 1974
Rose Rene (McDaniel) Grosjean
(Name of applicant)

Subscribed and sworn to before me this 17 day of June, 1974
[Notarial Seal] L. Wayne Ross
NOTARY PUBLIC FOR OREGON



My commission expires November 22, 1976
My commission expires

Remarks _____

THIS APPLICATION MUST BE ACCOMPANIED BY A MAP SHOWING THE LOCATION OF THE POINT OF DIVERSION, PLACE OF USE AND WORKS UTILIZED UNDER THE PRESENT WATER RIGHT. THE MAP SHOULD ALSO SHOW THE NEW POINT OF DIVERSION OR PLACE OF USE, AS THE CASE MAY BE.

RECEIVED

OCT 10 1975

WATER RESOURCES DEPT
SALEM, OREGON

CONTRACT OF SALE

THIS AGREEMENT, made and entered into by and between ROSE IRENE GROSJACQUES, formerly ROSE IRENE McDANIEL, hereinafter called the "Seller", and GORDON H. LOESCHEN, hereinafter called the "Purchaser",

W I T N E S S E T H:

That for and in consideration of the mutual terms, covenants and conditions herein contained, it is agreed by and between the parties as follows, to-wit:

I.

The Seller agrees to sell and the Purchaser agrees to buy the premises described in Exhibit "A" attached hereto for the agreed price of TWENTY FOUR THOUSAND AND NO/100 DOLLARS (\$24,000.00).

II.

The Purchaser agreed to pay said purchase price in the following manner, to-wit:

TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) upon the execution of this agreement, receipt of which by the Seller is hereby acknowledged.

The balance of \$21,500.00 with interest thereon at the rate of six per cent (6%) per annum from date until paid in two annual installments of \$1,500.00 each including the full amount of interest due at the time of payment of each installment. The first payment to be made November 1, 1973, and a like payment on the first day of March and November of each year thereafter until the full sum of principal and interest is paid.

The Purchaser may accelerate the payments hereunder at his option.

All payments hereunder shall be made to CITIZENS BANK OF CORVALLIS, Corvallis, Oregon, and by said bank credited to the account of the Seller. The escrow fees shall be divided equally between the Seller and Purchaser.

III.

That the Purchaser shall not sell, assign, transfer or set over his interest in and to the said contract without the express

written permission of the Seller first being had and obtained, except that the Seller hereby agrees not to unreasonably withhold consent.

IV.

Purchaser covenants and agrees: That taxes for the current fiscal year shall be prorated between the parties as of February 15, 1973; that he will regularly and promptly pay all taxes and assessments hereafter levied upon or against the above-described real property before the same become delinquent;

That he will keep the above-described premises free from all liens, clouds and encumbrances placed thereon by, through or under him which may obtain priority over the estate or interest of said Seller;

That he will commit no waste, loss, or damage to the property.

Purchaser shall not allow any noxious weeds to go to seed on the premises but shall keep the same destroyed and all weeds and grass cut on the roads adjoining the said real property. Purchaser shall keep open ditches, tiles, drains, outlets, or grass waterways and all terraces in good repair.

V.

The Seller covenants and agrees that upon the execution of this contract he will make and execute a good and sufficient warranty deed under her hand and seal, in which the Purchaser shall be the grantee, warranting said property to be free and clear from all encumbrances, except such as may be placed, or suffered to be placed thereon by, through or under the grantee, and taxes for the year 1972-73 and subsequent thereto, and deliver the same to said bank, together with a copy of this contract; said bank is hereby instructed to deliver said deed to the Purchaser upon payment of all sums hereunder required of him to be paid, and compliance otherwise with the terms of this contract.

VI.

Upon payment in full of the purchase price Seller covenants and agrees that she will furnish the Purchaser an owner's policy of title insurance showing marketable title in the Purchaser, free and clear of all liens and encumbrances except those placed thereon by, through or under the Purchaser and taxes subsequent to the date hereof.

VII.

That the Purchaser shall be entitled to possession from February 15, 1973, until default.

VIII.

It is understood and agreed by and between the parties hereto;

That time is of the essence of this contract.

That at any time any default shall exist on account of which the Seller shall have the right at her option as hereinafter provided to declare this contract null and void, the whole sum, both principal and interest, shall become immediately due and collectible at the option of the Seller, anything contained herein to the contrary notwithstanding.

That in the event the Purchaser shall make default in any of the terms or conditions of him required to be performed, or in the payment of any sums hereunder required of him to be paid, which default shall continue for a period of thirty (30) days, then and in such event, this contract may, at the option of the Seller be and become null and void, and the Purchaser shall thereupon remove from said premises and thereafter be entitled to no interest, claim or lien in or to said premises, or any part thereof, and all payments made hereunder shall be forfeited to the Seller as a reasonable rental and liquidated damages. PROVIDED, HOWEVER, that the Seller may at his option, pursue any other, different or additional remedy provided her at law or in equity.

That a waiver by the Seller of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same, or any other term, covenant or condition hereof.

That in case suit or action is instituted by either party for any remedy hereunder the prevailing party shall be entitled to receive such sums as attorneys' fees as the court may adjudge reasonable either in the trial court or on appeal.

IX.

It is understood and agreed that the Seller is presently purchasing the property along with some other property by contract of sale dated the 15th day of March, 1969. That the Purchaser is aware of said contract and shall do nothing to jeopardize the security of either the Seller or Purchaser under that contract.

X.

That this contract of sale is subject to an existing lease between Kendall S. Smith and Sharon K. Smith and Rose Irene McDaniel made March 24, 1969 for a period of five years, and payments under the lease shall be made to the Purchasers.

XI.

It is further understood and agreed that no water rights are transferred by this contract of sale and that the Purchaser shall put an irrigation well on said premises no later than November 1, 1975. That further the westerly boundary of said property is fronted on Winkle Lake and that the Purchaser agrees not to open the access to said lake to the general public and will restrict the recreational access to the lake over the property.

XII.

This agreement shall be binding upon the executors, administrators, heirs and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 22nd day of *January*, 1973.

Rose Irene Grosjacques
SELLER

Ernest H. Loeschen
PURCHASER

EXHIBIT "A"

That portion of the following described tract of land lying Easterly of the East boundary of Winkle Lake as it presently exists, to wit;

Beginning at a point on the West line of the Donation Land Claim of Wiley Winkle and wife, Notification No. 2481, Claim No. 48, in Township 13 South, Range 5 West of the Willamette Meridian, 18.95 chains North $0^{\circ}40'$ West of the Southwest corner of said Claim; thence South $0^{\circ}40'$ East 18.95 chains to the said Southwest corner; thence East following the South line of said Claim 47.20 chains to the Southwest corner of Newman's land as described in Book 43, page 104, Deed Records; thence North on Newman's West line 20.01 chains; thence West to the center of the lake; thence Southerly along the center of lake to a point due East of the place of beginning; thence West to the place of beginning.

A F F I D A V I T

STATE OF OREGON)
County of Benton) ss.

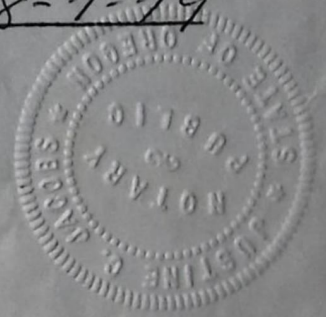
I, Irene Grosjacques, being first duly sworn, depose and say that I am the owner of ^{12.8}~~13.8~~ acres in NE $\frac{1}{4}$ NW $\frac{1}{4}$ and 4.9 acres in SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 26, Township 13 South, Range 5 West, W.M., and the water right appurtenant thereto, which is for the appropriation of ^{0.22}~~0.23~~ cubic foot per second of water from Winkle Lake for irrigation of the aforesaid lands under a priority date of April 22, 1966, as evidenced by certificate recorded at page 36840, Volume 28, State Record of Water Right Certificates, that I have abandoned any and all interest in and to said water right and request the same be canceled.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of August, 197⁵.

Irene Grosjacques

Subscribed and sworn to before me this 18th day of August, 197⁵.

Justine C. Jacobs
Notary Public for Oregon
My Commission expires 8-7-79



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