

3234 Harold Barclay
Paul Barnworth, Howard
West, P.O. Box 587, Bank 97701

3234

STATUS OF APPLICATION

Change in place of use
Date filed 5-22-75
Date of hearing _____
Place of hearing _____
Date of order 6-4-76 Vol. 27 page 227
Date for application of water 10-1-77 10-1-80
Proof mailed _____
Proof received _____
Certificate issued _____ Vol. _____, page _____

to survey 9/80

DESCRIPTION OF WATER RIGHT

Name of stream Squaw Creek
Trib. of _____ County of Deschutes
Use irrigation
Quantity of water _____ No. of acres 8^e
Name of ditch Squaw Creek Canal
Date of priority _____
In name of _____
Squaw Creek Adjudication, Vol. 1, page 477
App. No. _____ Per. No. _____ Cert. No. 850^e
Certificate cancelled _____
Notation made on record by _____

FEES PAID

Date	Amount	Receipt No.
<u>5-22-75</u>	<u>25.00</u>	<u>46986</u>
TOTAL . . .		
	Cert. Fee	

FEES REFUNDED

Date	Amount	Check No.

REMARKS

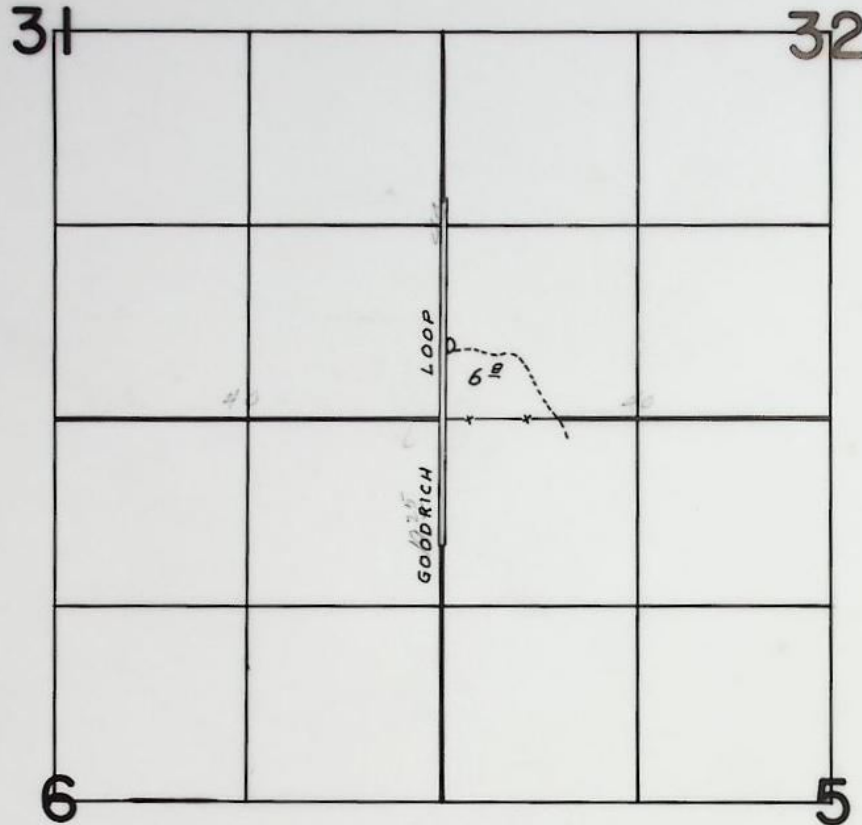
James D. Rogers
69220 Goodrich Rd
Redmond, OR 97756

TO BE ENTERED WHERE CHECKED	INDEX CARDS:		Entered	Checked
	WH	WH		
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Name	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Stream	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Pt. of Div.	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Calendar	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CHECKED TO RECORDS:	
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Twp. & Rge.	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Decree-vault	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Decree-safe	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Cert. of W/R	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Per. folder	<input checked="" type="checkbox"/>
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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Cross Ref.	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Power Claim	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Abstracts	<input checked="" type="checkbox"/>
			Squaw Cr. Map Bk	<input checked="" type="checkbox"/>

383

T14&15S. R11E

T.14&15S. R.11E. W.M.



TRANSFER NO 6 XXXX

FINAL PROOF SURVEY
UNDER

TRANSFER NO. 3234

Application No. Permit No.

IN NAME OF

JAMES D. ROGERS

Surveyed APR. 18. 19.80., by L.H. NUNN.....

BEFORE THE WATER RESOURCES DIRECTOR OF OREGON

Deschutes County

IN THE MATTER OF THE APPLICATION
OF HAROLD BARCLAY, PAUL FARNSWORTH
AND HOWARD VOGT (SQUAW CREEK IRRIGATION
DISTRICT) FOR THE APPROVAL OF A CHANGE
IN PLACE OF USE OF WATER FROM DESCHUTES
RIVER

ORDER APPROVING
TRANSFER NO. 3234

On May 22, 1975, Harold Barclay, Paul Farnsworth, and Howard Vogt filed an application in the office of the Water Resources Director for the approval of a change in place of use of water from Squaw Creek, pursuant to the provisions of ORS 540.510 to 540.530.

By Decree of the Circuit Court for Crook County, Oregon, entered September 19, 1914, In the Matter of the Determination of the Relative Rights to the Use of Squaw Creek and its Tributaries, a water right was established in the name of Squaw Creek Irrigation Company for the use of the waters of Squaw Creek for the irrigation of, among other lands, 8.0 acres in N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Township 14 South, Range 11 East, W.M., being tabulated in the name of E. M. Pray, with a date of priority of 1895, as evidenced by certificate of water right recorded at Page 850, Volume 1, State Record of Water Right Certificates. These lands also have a supplemental right under permit No. 29312 to the use of the water stored in Squaw Creek Reservoir with a date of priority of February 5, 1964. These lands are irrigated by means of the Squaw Creek Canal.

The applicants herein, contract sellers of the lands above described, propose to transfer the water right therefrom, without loss of priority, to 8.0 acres in S $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Township 14 South, Range 11 East, W.M.

Notice by publication as provided by ORS 540.520 was not given in connection with this application for the reason that said section provides notice is not required on an application for a change in place of use of water.

The lands involved herein are within the boundaries of the Squaw Creek Irrigation District and the Board of Directors of said District approved the proposed change in place of use of water at a regular meeting held June 3, 1975.

Western Bank, mortgagee of the land involved, has submitted written approval of the proposed change in place of use.

Clem Pope, contract purchaser of the land involved, has agreed in the sales contract to the proposed change in place of use.

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

NOW, THEREFORE, it hereby is ORDERED that the proposed change in place of use of water is approved and the water right hereinbefore described as appurtenant to 8.0 acres in $N\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Township 14 South, Range 11 East, W.M., with a date of priority of 1895, be severed therefrom and simultaneously and without loss of priority transferred to 8.0 acres in $S\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Township 14 South, Range 11 East, W.M.

It is FURTHER ORDERED that said water so transferred shall be applied to beneficial use on or before October 1, 1977.

It is FURTHER ORDERED that upon receipt of proof satisfactory to the Water Resources Director of complete application of water to beneficial use on the lands to which the water is transferred hereby, a certificate of water right will be issued to Squaw Creek Irrigation District confirming this and prior changes within the District.

Dated at Salem, Oregon, this 4th day of June, 1976.

/s/ JAMES E. SEXSON
Director

RECEIVED

JUL 8 1980

WATER RESOURCES DEPT
SALEM, OREGON

Application No. 3234

Application for Extension of Time
for Transfer of Water Right

To the WATER RESOURCES DIRECTOR OF OREGON:

I, James D. Rogers
(Name of applicant)
of 69220 Goodrich Road, Redmond,
(Mailing address) (City)
State of Oregon, 97756,
(Zip Code) (Phone number)

do hereby make application for an extension of time within which to complete
a change in: () point of diversion
(X) place of use
() use heretofore made of water

under the terms of an order of the Water Resources Director entered on
June 4, 1976, approving transfer application No. 3234,
in the name of Harold Barclay, Paul Farnsworth & Howard Vogt *.

7/8/80
\$10.00
#19323

The following has been accomplished toward completion of the
change within the time allowed, which expired on October 1, 1977:

During the first year we had the 20 acres ('76-'77)
we were unsure how much water the
land had. We spent ~~the~~ ^{that} 1st year straightening
this problem out and growing a flood irrigated
(If for irrigation, how many acres, (total, are now irrigated) crop.
The entire 16 acres is being irrigated at this time.

*If you are not the applicant named above, please explain your interest in
this matter. Barclay, Farnsworth & Vogt subdivided the original
105 acres. They also made the water transfers. Then sold
the property to Robert Clark, from whom we purchased
the land. April 27 '76
Ext to 10-1-80
SRB

To fully complete the change, it will be necessary to accomplish the following: Water has been applied to the entire 16 acres. Some of the seeded areas still have some sage and brush that will be cleared this winter by pasturing sheep off on them.

I am unable to complete the change under the terms of the order, within the time allowed, because I was unaware of your requirements, concerning transfers, as I didn't make the original application.

and request that the time for completion be extended to June 3 1980.
Water was applied to entire 16 acres on that date and is currently supporting a permanent pasture.

AFFIDAVIT OF APPLICANT

I, JAMES ROGERS, being first duly sworn, depose and say that I have read the above and foregoing application for extension of time; that I know the contents thereof, and the facts stated therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand this 7 day of July

1980

Subscribed and sworn to before me this 7th day of July, 1980

[Notarial Seal]

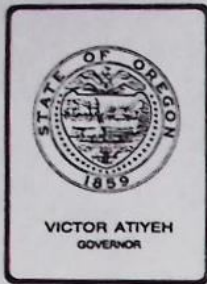
My commission expires

Merrilyn J. Ferebee
MERRILYN J. FEREBEE
NOTARY PUBLIC - OREGON
My Commission Expires 3-4-83

MAIL COMPLETED APPLICATION AND FEE IN THE AMOUNT OF \$ 10.00

TO:

Water Resources Department
MILL CREEK OFFICE PARK
555 13th STREET N.E.
SALEM, OREGON 97310



Water Resources Department

MILL CREEK OFFICE PARK

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

PHONE 378-3066

June 11, 1980

James D. Rogers
c/o Squaw Creek Irrigation District
Star Route
Redmond, Oregon 97756

REFERENCE: File No. T-3234

On Tuesday, June 10, 1980, you talked to Larry Toll of this office, by telephone, in regard to the current status of the water right which was the subject of water right transfer application No. 3234, in the names of Howard Barclay, Paul Farnsworth and Howard Vogt.

The proposed change in place of use of water for irrigation within Squaw Creek Irrigation District, from a certain 8.0 acres in N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Township 14 South, Range 11 East, W.M., to a certain other 8.0 acres within S $\frac{1}{2}$ of the said SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32. was approved by an order of the Water Resources Director dated June 4, 1976.

Under the provisions of the order, the water was to be applied to beneficial use on the receiving lands on or before October 1, 1977.

On October 14, 1977, we received a report, signed by you on October 12, 1977, stating: "I, James D. Rogers, do hereby certify that on June-Sept, 1976, the water has been applied to the lands to which the water right was transferred by an order of the Water Resources Director dated June 4, 1976, approving an application for a change in place of use of water from Squaw Creek."

Based on an inspection report made by our field engineer in connection with a survey carried out on the lands on April 18, 1980, it appears that the lands to which the water right was to have been transferred were not irrigated as required by the provisions of the order dated June 4, 1976.

In accord with the second paragraph of our letter to you dated October 17, 1977, it appears that the water right which was the subject of water right transfer application No. 3234 and the approving order was lost by failure to make performance under the provisions of the order.

James D. Rogers/Squaw Creek I.D.
File No. T-3234
June 11, 1980
Page 2

A timely-made application for an extension of time in which to carry out an approved transfer of water right can be allowed only upon a showing by the water user that he was diligently progressing toward completion of the project within the original time limit. It appears very doubtful that there now exists any basis for an extension of the time limit provided in the order.

Sincerely,

Samuel R. Allison
Supervisor
Transfer Section

SRA:lcj
cc: Robert F. Main, Jr., Watermaster

Squaw Creek Irrigation District

68810 HOLMES ROAD
REDMOND, OREGON 97756

548-3817

OFFICE HOURS
1-3 P.M. MONDAYS

7/1/80

RECEIVED
JUL 3 1980
WATER RESOURCES DEPT
SALEM, OREGON

RE: T - 3234

Chris Wheeler State Engineer
State Water Resources Dept.
Salem, OR 97310

Dear Sir,

Jim Rogers of 69220 Goodrich Road has requested that we review Squaw Creek Irrigation District's involvement with his transfer.

The transfer of 8.0 acres of water was requested by Jack Vogt and others in 1975. The transfer was not entered in the name of the District so, none of the paper work from your office was forwarded to us. This left us unaware of the status of the transfer until Mr. Nunn began reviewing our transfers in March 1980.

Mr. Rogers has been building a house and had not realized the necessity of proving up on the transfer. He has been making limited progress until this Spring on converting the surface irrigation system to a sprinkler system.

We do feel the cancellation of this right will create a hardship upon both Mr. Rogers and the District.

Respectively,
Squaw Creek Board of Directors

Glen L. Cooper
Director

Wayne Lawrence
Director

Charles H. Smith
Director

Suprase
Gilbert band
25% cotton



STATE OF OREGON

INTEROFFICE MEMO

Water Resources - Bend
DEPT.~~382-400 ext 347~~
TELEPHONE

TO: Sam Allison

DATE: Jun 30, 1980

RECEIVED

FROM: Larry Nunn

JUL 31 1980

WATER RESOURCES DEPT
SALEM, OREGON

SUBJECT: T# 3234

Today I visited with Mr. James Rogers to look at his irrigation. I had earlier written an adverse report in connection with his transfer #3234 final proof survey. You may refer to the final proof report for conditions in April.

Now Mr. Rogers has a Pacific CDD 2"x1½" pump with a Century 7½ hp @ 3500 rpm motor. I counted 640' of 4" alum. mainline and 1800' of 3" alum. lateral pipe. I saw more pipe, but did not count it. The equipment is laid out in the field. It shows evidence of having run water. Mr. Rogers has set his system so that he has 18 sets 40' apart, each set having 15 sprinklers, 40' apart. He says he runs two sets at one time.

Mr. Rogers is now watering the cleared land I surveyed in April. In addition, he is watering north to his drive way in areas which are about 30-50% sagebrush. According to Mr. Rogers, this area is seeded and will be cleared. Also he is watering east into the Junipers as far as he has set his pipe. This area is about 20-30% Juniper. About half of this land is cleared of understory, the other half is an additional 10-20% sagebrush. Mr. Rogers is also limbing the Junipers. In addition, new grass is sprouting in the newly watered areas.

cc: James Rogers

pertaining to lands $5\frac{1}{2}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ of
section 32, Township 14S, Range 11E.

Dear Gus,

This letter is in regard to transfer
3234 Squaw Creek Irrigation District.

It is an explanation of our misunder-
standing of water right transfer regulations
and a statement as to why the water
was not used until June 1980.

On May 22, 1975 Howard Vogt,
Paul Farnsworth, and Harold Barclay
applied for a transfer of water from
N $\frac{1}{2}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ Section 32, to be used on
 $5\frac{1}{2}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$, Section 32. Vogt, Farnsworth
and Barclay sold the property to Robert
T Clark, before the transfer was officially
completed. We then purchased the property
on April 27, 1976 from Clark. At this
time there was no mention of a transfer.
We also discovered that the realtor
could not tell us the exact number
of water rights on the property. We
made the decision to sign the closing
papers and straighten out water rights
at a later date. Our land sales contract
needs no less than nine acres of
Squaw Creek water rights.

In order to close up this problem we went to our local authority Squaw Creek Irrigation District. We found no mention of a transfer in their records. There was also contradictory information on the several maps they had in the office concerning the exact amount of water rights on the two properties in question.

We found out about the transfer from Martin Winch, a Benel attorney, who had submitted the original application for the Water transfer. He informed us that the water from the N $\frac{1}{2}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ Section 32 was eight acres, which had been transferred to SW $\frac{1}{2}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$, giving us a total of 16 acres irrigation water. No mention was made that the water needed to be used within that year (77) or the transferred water would be lost.

Being unfamiliar with irrigation systems and water right transfers we assumed the property had 16 acres

of Water.

From information gathered around the district we discovered (from what we considered knowledgable sources) that the only way to lose water rights was to not use them for five years. A formal complaint from two district water users was necessary to have your water contested. We understood that this practice was very rare because the water was taken from the District and the revenue to the system was lost. It was our understanding that if some accepted farm practice was being undertaken on the property, that this proved intent to use the water and thus secure your water rights.

In 1976 we began to use the water and land. We diked the lower twelve acres and planted an oat crop in the section which could be flood irrigated. There are over two miles of delivery ditch to maintain if

you flood irrigate this property. We decided that the amount of work this took negated any return from the small amount of acreage that was watered.

A sprinkler irrigation system is the only way that this particular piece of property could be irrigated. Since new equipment was beyond our means, we began to buy used equipment when it became available. While we were gathering irrigation equipment we dissected the property every spring to control weeds. We limbed six acres of juniper trees, cleared the acreage of sage & underbrush, enlarged the existing pond, built a 2000 sq. ft. home, began fencing the 20 acres, started raising a flock of sheep (20) and researched how to set up the sprinkler system. Untill this spring we were unaware of a formal application

for an extension of time on a water transfer. Had we known of these permits we would not have hesitated to apply, because we feel that the time period that has elapsed is completely justified. We are sure you can understand this 2 year time span as it took your office the same amount of time to come out and check on what water was being used.

If our water rights were in jeopardy on Oct. 1, 1977 why wasn't a survey conducted at that time?

Or if manpower wasn't available, why wasn't a letter sent asking our intentions and informing us of the option of petitioning for an extended period of time. We have always felt that we were in compliance with your rules. We find it quite ironic that now that we are using the transfer water you deem it necessary to take it away.

MILLERS FALLS
ERASE
COTTON CONTENT

The current price for an acre of 1895 water is approx. \$350⁰⁰. If we are forced to purchase water at this price it would be a financial burden which would be impossible to handle at this time.

We realize that pleading ignorance to a law has never been justification for breaking said law. But we are stressing our honest intentions in using the water in what we understood to be the lawful and correct method. At any rate the water (16 acres) has been put to beneficial use at this time. We planted permanent pasture on June 3 and have watered it twice since. We hope you will judge our overall intent by this fact and grant us our water rights.

Thank you

John Fogus

Itemization of Time -

- 1976 - property purchased April 27, 1976
- researched water rights
 - planted oats on 8 flood irrigated acres
 - bought 15 lengths 3" x 40' lateral pipe and associated parts (end plugs, 4 valve openers etc.)
 - designed house
- 1977 - disked property for weed control
- began clearing junk from prop. (old cars, wires, garbage and wood piles)
 - researched methods of setting up irrigation systems.
 - started building house, working of related projects
 - drought year - hardly enough water to fill 2 mi ditch
- 1978 - disked and harrowed prop. in spring
- bought pipe - 25 2" x 40' laterals assorted parts, Joe Barton
 - more pipe 10 - 3" x 30' laterals
 - 5 h.p. 3 phase pump & Panel Francis Stokesbury
 - house work going on simultaneously
 - cleared sage and limbed 6 acres Junipers
 - moved shop on property (20) began fencing
- 1979 - disked and harrowed in spring
- bought 10 h.p. pump & Panel, 900' 5" mainline, 2400' 3" x 40' laterals Frank Moorman
 - hired cat to increase size of Pond

- 198°
- roof on house, siding, doors, windows, fire place, insulation, etc.
 - drilled and hauled in spring
 - planted permanent pasture March
 - got 5 h.p. pump & traded 10 in on 7 1/4 single phase
 - buried 500' cable
 - hooked up pump & set sprinkler system out
 - watered June 3 and June 16
inter 16 acres
 - in process of finishing house

Memorandum of Land Sale Contract

Seller: Robert T. Clark and Dale R. Walker, as tenants in common.

Buyer: James D. Rogers and Jane Pittman, and the survivor, not as tenants in common but with right of survivorship.

Property: The real property and its appurtenances particularly described as:

The South Half of the Southwest Quarter of the Southwest Quarter (S1/2SW1/4SW1/4), Section 32, Township Fourteen (14) South, Range Eleven (11) East of the Willamette Meridian, Deschutes County, Oregon.

TOGETHER WITH not less than 9 acres of Squaw Creek Irrigation District water right.

SUBJECT TO telephone, telegraph and power lines, roads, railroads, highways, ditches, canals and pipelines existing, of record, or as shown on the County tax assessor's map.

Agreement: In consideration of the covenants and conditions exchanged in the written land sale contract dated April 22, 1976, Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller the property hereinabove described.

Purchase Price: \$20,000.00 (Twenty thousand dollars).

SELLER

Robert T. Clark
Robert T. Clark

Dale R. Walker
Dale R. Walker

STATE OF OREGON, County of Deschutes, ss.: **DATED:**

Personally appeared the above-named Robert T. Clark and Dale R. Walker and acknowledged the foregoing instrument to be their voluntary act. Before me:

Evelyn Hainer
Notary Public for Oregon
My Commission expires: 9-24-79
EVELYN HAINER

Notary Public, Berrien County, Mich.

My Commission Expires Sept. 24, 1979

Tax statements to be sent to James D. Rogers and Jane Pittman at Star Route, Goodrich Loop Road, Redmond, Oregon 97756.

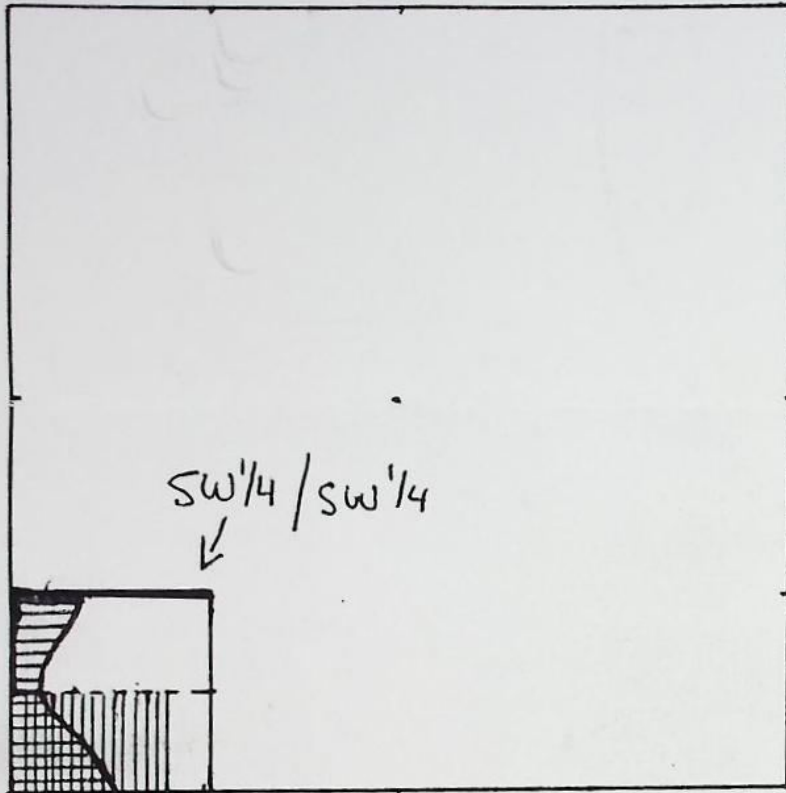
T 14 S R 11 E.W.M.

SEC. 32

RECEIVED

MAY 22 1975

STATE ENGINEER
SALEM, OREGON



≡ present Right

||| new Right

T-3234



STATE OF OREGON

INTEROFFICE MEMO

Water Resources - Bend
DEPT.~~382-400 ext 347~~
TELEPHONE

TO: Sam Allison

DATE: Jun 30, 1980

FROM: Larry Nunn *LN*

SUBJECT: T# 3234

RECEIVED
JUL 2 1980
WATER RESOURCES DEPT
SALEM, OREGON

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cc: James Rogers

RECEIVED

JUN - 21976

WATER RESOURCES DEPT

SALEM, OREGON

SN



THIS CONTRACT, Made this 1st day of September, 1971, between

R.D. Barclay, hereinafter called the seller,
and Robert T. Clark & Douglas W. Olmstead, hereinafter called the buyer,

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

South-half of the South-west Quarter of the Southwest Quarter
(S $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 32, Township 14s, Range 11, E.W.M. ---
Together with twenty acres of Squaw Creek Water.

for the sum of Eleven Thousand Nine Hundred & Fifty Dollars (\$11,950.00)
(hereinafter called the purchase price) on account of which Two Thousand Dollars
Dollars (\$2,000.00) is paid on the execution hereof (the receipt of which is
hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in
amounts as follows, to-wit: Monthly payments of not less than \$120.00 a month.
First monthly payment due September 10, 1971 and every month thereafter
until paid in full. No penalty for pre-payment.

Title Insurance to be issued at the end of contract.

Balance of Nine Thousand Nine Hundred & Fifty Dollars (\$9,950.00)

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

(A) primarily for buyer's personal, family, household or agricultural purposes,

(B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 8%
per cent per annum from August 10, 1971 until paid, interest to be paid monthly and * in addition to
the minimum regular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the
date of this contract.

The buyer shall be entitled to possession of said lands on August 10, 1971 and may retain such possession so long as
he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter
erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's
and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any
such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which here-
after lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will
insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount

not less than \$ 11-950-00 in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as
their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any
such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added
to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to
the seller for buyer's breach of contract.

The seller agrees that at his expense and within end of contract days from the date hereof, he will furnish unto buyer a title insurance policy in-
suring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement,
save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when
said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said
premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances
since said date placed, permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal
liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the
payments above required, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then
the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of
said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases,
all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the
possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and rest in said seller without any act
of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid
on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case
of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said
premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to
enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances
thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect
his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any suc-
ceeding breach of any such provision, or as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$11,950.00. @However, the actual consid-
eration consists of or includes other property or value given or promised which is part of the whole consideration (indicate which). @

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the
court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appraisal is taken from any judgment or decree
of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such
appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singu-
lar pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall
be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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

Robert T. Clark
Douglas W. Olmstead

R.D. Barclay

SN

THIS CONTRACT, Made this 15th day of February, 1972, between H. D. Barclay, E. Paul Farnsworth and Howard F. Vogt, as undivided One-third interest each, hereinafter called the seller, and Clea L. Pope and Phyllis L. Pope, husband & wife, hereinafter called the buyer,

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

The North Half of the Southwest Quarter of the Southwest Quarter (N/2SW/4SW/4) of Section 32, Township 14 south, Range 11, E.W.M. --- consisting of twenty acres more or less.

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MAY 2 1976

WATER RESOURCES DEPT
SALEM, OREGON

for the sum of Ten Thousand Dollars Dollars (\$10,000.00) (hereinafter called the purchase price) on account of which Two Thousand Dollars

Dollars (\$2,000.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit: Balance of Eight Thousand Dollars (\$8,000.00) Payable in monthly installments of \$97.00 a month including interest of 8% per annum. First monthly payment due March 15, 1972 and every month thereafter until paid in full. No penalty for pre-payment.

It is understood by both the Buyer and Seller that there is a small amount of adjudicated water allocated to this parcel and that Seller will be transferring said water to another parcel.

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

(A) primarily for buyer's personal, family, household or agricultural purposes,

(B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of Eight per cent per annum from Feb. 15, 1972 until paid, interest to be paid monthly and being included in the minimum regular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract.

The buyer shall be entitled to possession of said lands on Feb. 15, 1972, and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount

not less than \$ none in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

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

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revest in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 10,000.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the whole consideration (indicate which).⁽¹⁾

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

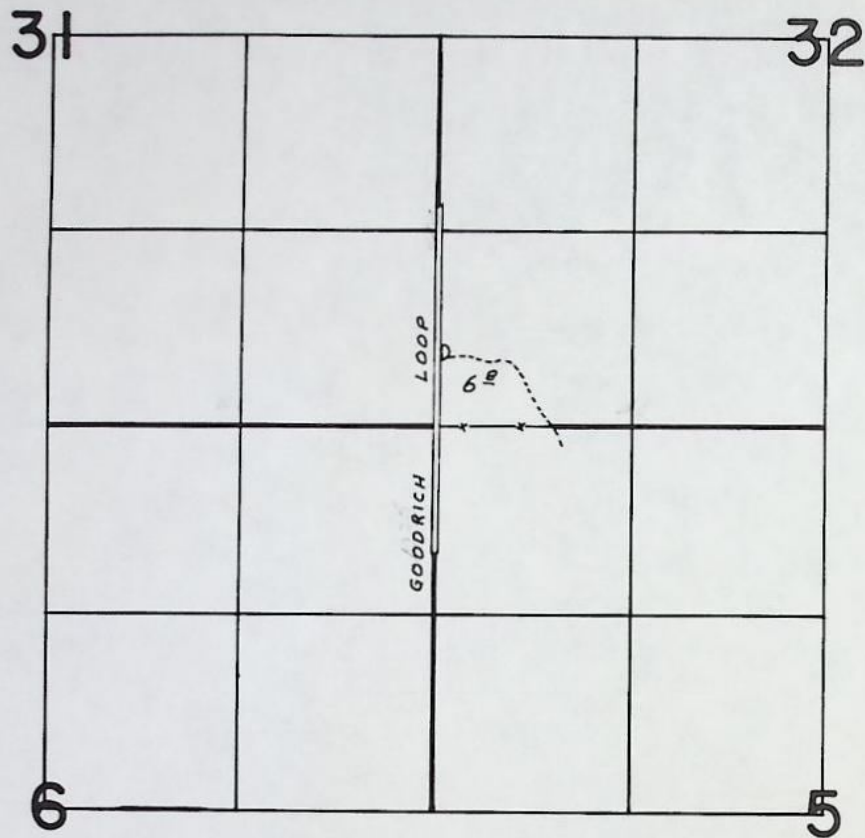
In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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

*IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; for this purpose, use Stevens-Ness Form No. 1308 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use Stevens-Ness Form No. 1307 or similar.

NOTE: The sentence between the symbols (1), if not applicable, should be deleted; see Oregon Revised Statutes, Section 93.030. (Notarial acknowledgment on reverse).

T.14&15S. R.1E. W.M.



FINAL PROOF SURVEY
UNDER

TRANSFER NO. 3234

Application No. Permit No.
IN NAME OF

JAMES D. ROGERS

Surveyed APR. 18. 19.80., by L.H. NUNN.....

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OCT 14 1977

WATER RESOURCES DEPT.

SALEM, OREGON

NOTICE OF COMPLETE APPLICATION
OF WATER TO BENEFICIAL USE

Transfer No. 3234

I, James D Rogus, hereby certify that
on JUNE → Sept, 1976, the water has been applied to the
lands to which the water right was transferred by an order of the ~~State~~ ^{Water Resources Director}
~~Engineer~~ dated JUNE 4 1976, approving an application for a
change in place of use of water from Squaw Creek.

10/12/77
Date

James D Rogus
Signature

OK Dave

If you are now the legal owner of the lands in under this transfer
of water right and will submit a copy of the deed showing your ownership
we will make the necessary change on the file,

8/2/77

TOWNSHIP 14 S. RANGE 11 E W. M.SECTION 32

N E				N W				S W				S E				APPLICATION NUMBER	PERMIT NUMBER	CERTIFICATE NUMBER
NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE			
13		2.5	18.5							3.5					24	COURTNEY CREEK		302
23	34.5	7.5								12	12.5				4			850 e
			10															298
*3																	Spec. Or. Vol. 2, p. 93	
7	22.5	10															" " " 2, p. 93	
10	22.5	2.5 7.5															Spec. Or. Vol. 2, p. 93	
26			10														Spec. Or. Vol. 1, p. 90.	
26			10														Sp. Or. Vol. 1, p. 90	
3																	Trs. Sp. Or. Vol. 4 Page 126	
26			10														Trs. Sp. Or. Vol. 5 Page 63	
26			10														Trs. Sp. Or. Vol. 5 Page 65	
										12	16				28	39486	29312	36

Tabin name of
E. M. Pray
1895

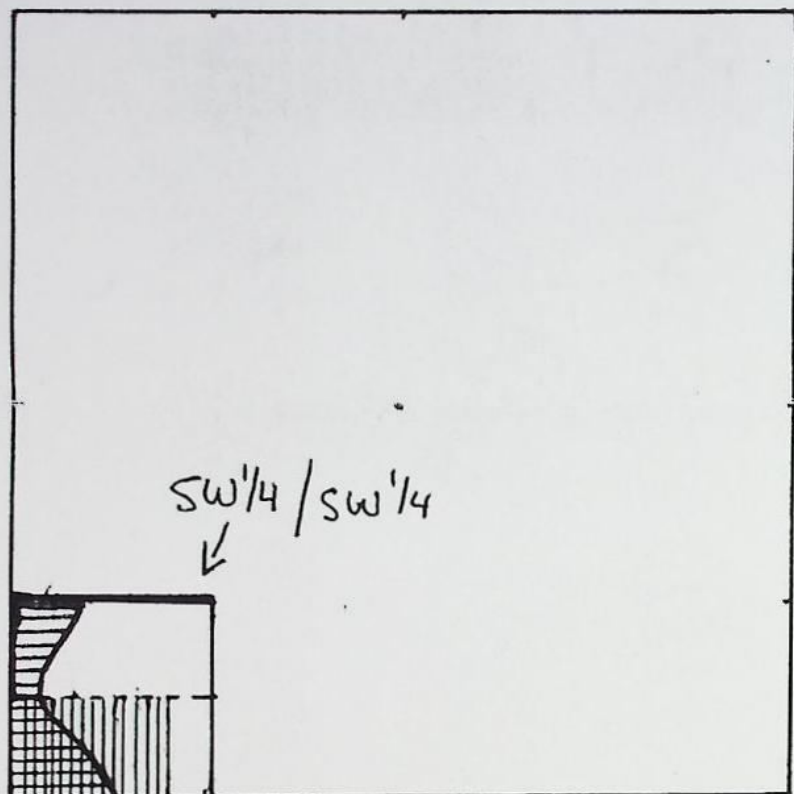
T 14 S R 11 E.W.M.

SEC. 32

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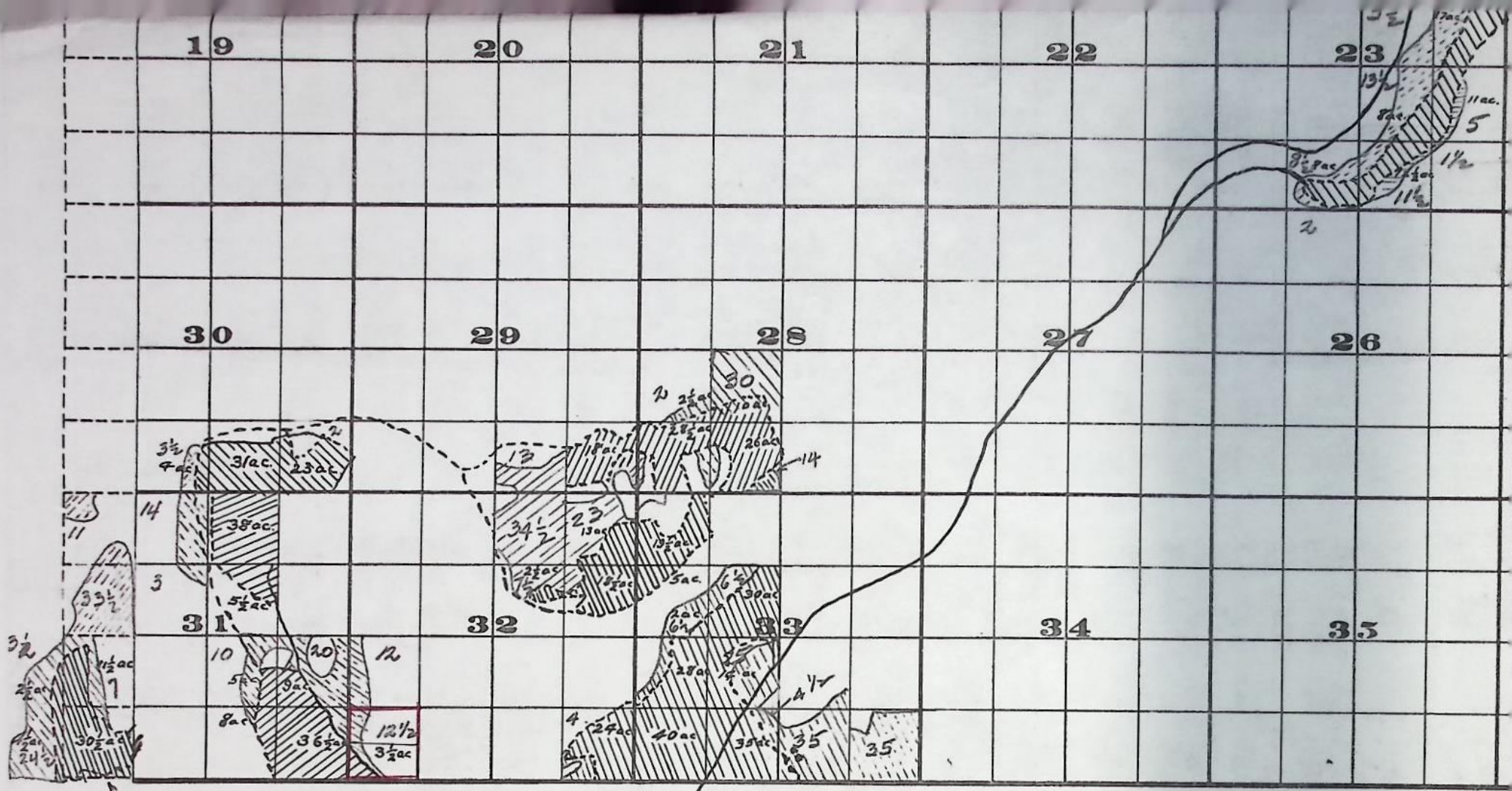
STATE ENGINEER
SALEM, OREGON



≡≡≡ present right

|||| new right

T-3234



THE S. A. BRISTOL CO., PRINTERS & BOOKBINDERS, CHEYENNE, WYO

Surveyed by H.K. Donnelly Aug. 1909
John H. Lewis - State Engineer.

FROM OFFICE OF THE STATE ENGINEER

SQUAW C.

T 14 S R 11 E

T-3234

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MAY 22 1975
STATE ENGINEER
SALEM, OREGON

T-3234

Application for Transfer of Water Right

To the STATE ENGINEER OF OREGON:

I, Harold Barclay, Paul Farnsworth, and Howard Vogt
(Name of applicant)

of P.O. Box 587 Bend, County of Deschutes
(Postoffice)

State of Oregon, do hereby make application for change

of place of use

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

1. The source of present water right is Squaw Creek
(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 Squaw Creek Canal

4. The point of diversion is located 3 miles South of Sisters on
Three Creek Road, cross canal. 500 FT. West from the SW 1/4 SW 1/4
(N. or S.) (E. or W.)
corner of (Section or subdivision)

of Section 21 Tp. 15 S R. EAST W. M., in the County of Deschutes
(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 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4
14 S	11 E	32											8					

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)

6. Are you the legal owner of the above described lands? yes, subject to #19 below
(If not owner, explain your interest)

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

8. What is the date of priority of your water right? 1895

9. Was your water right acquired by State Engineer's Permit? no If so, give number
(Yes or No)

of permit

10. Do you hold a water right certificate? yes If so, give number of certificate 850a
(Yes or No)

11. Was your water right determined by State Engineer's order of Determination or Decree of Court?

yes If so, give title of proceedings Squaw Creek Decree
(Yes or No)

12. Is the water right recorded in your name? no Squaw Creek Irrigation Company
(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 $\frac{1}{4}$
14S	11E	32											8					

(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 3 miles So. of Sisters on Three Creek ft. and 500 ft. West. from the Road, cross canal, (N. or S.) (E. or W.)
corner of being within the of Section 21 Tp. 15 SR. East W. M.,
(Smallest legal subdivision) (No. N. or S.) (No. E. or W.)
in the county of Deschutes The name of the ditch to be used is Cloverdale

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

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.
Squaw Creek Irrigation District, Star Route, Redmond, Oregon 97756

17. Are there any diversions between your present point of diversion and the proposed point of diversion? n/a

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.? no
(Answer Yes or No)

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

NATURE OF ENCUMBRANCE	HELD BY	AMOUNT
mortgage	Western Bank	
land sale contract	Clem Pope	

20. Reasons for the proposed changes are The purpose of this transfer is to locate all of the 16 acres of water now located in the 40-acre tract indicated above into the SOUTH HALF of that 40-acre tract indicated above.

AFFIDAVIT OF APPLICANT

STATE OF OREGON,

County of Deschutes

ss.

I, Harold Barclay, Paul Farnsworth, and Howard Vogt, 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 3th day of May, 1975

(1) Harold Barclay (2) Paul Farnsworth (3) Howard Vogt
(Name of applicant)

Subscribed and sworn to before me this 7th day of May, 1975

[Notarial Seal]

Gerald A. Croninger
NOTARY PUBLIC FOR OREGON

My commission expires MAY 2, 1979

Remarks The land sale contract to Clem Pope as purchaser reserves the water right upon the North Half of the indicated 40-acre tract to us as sellers. We have sold the North Half of the indicated 40-acre tract to Clem Pope dry and by this application we seek to transfer to the South Half of the indicated 40-acre tract all of that water right now located in the North Half. The result we seek is to locate all 16 acres of water right in the indicated 40-acre tract upon the South Half of the indicated 40-acre tract.

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.