

4163

Name Ray DeWitt, Brad Foote
By Tumalo Irrigation District
Address 64697 Cook Ave.
Bend, OR 97701

DESCRIPTION OF WATER RIGHT

Name of stream Tumalo Creek, et al
Trib. of _____ County of Deschutes
Use _____
Quantity of water _____ No. of acres 34⁸
Name of ditch _____
Date of priority _____
In name of now Tumalo Irr. Dist. Feb. 16, in name of George Heilman
Deschutes County Municipal Imp. Dist
Tumalo Creek Adjudication, Vol. 16, page 191
App. No. _____ Per. No. _____ Cert. No. 26508 primary
Certificate cancelled _____
Notation made on record by _____

FEES PAID

Date	Amount	Receipt No.
<u>2-20-79</u>	<u>30-</u>	<u>9202</u>
TOTAL . . .		
	Cert. Fee	

FEES REFUNDED

Date	Amount	Check No.

Change in POU
Date filed Feb 20, 1979
Date of hearing _____
Place of hearing _____
Date of order 6-28-79 Vol. 32, page 240
Date for application of water 10-1-80 ^{EXT: EXT-82} 10-1-81
Proof mailed _____
Proof received _____
Certificate issued _____ Vol. _____, page _____

REMARKS

Surveyed 4/2/86 (Tale, et al)
to per 10/82

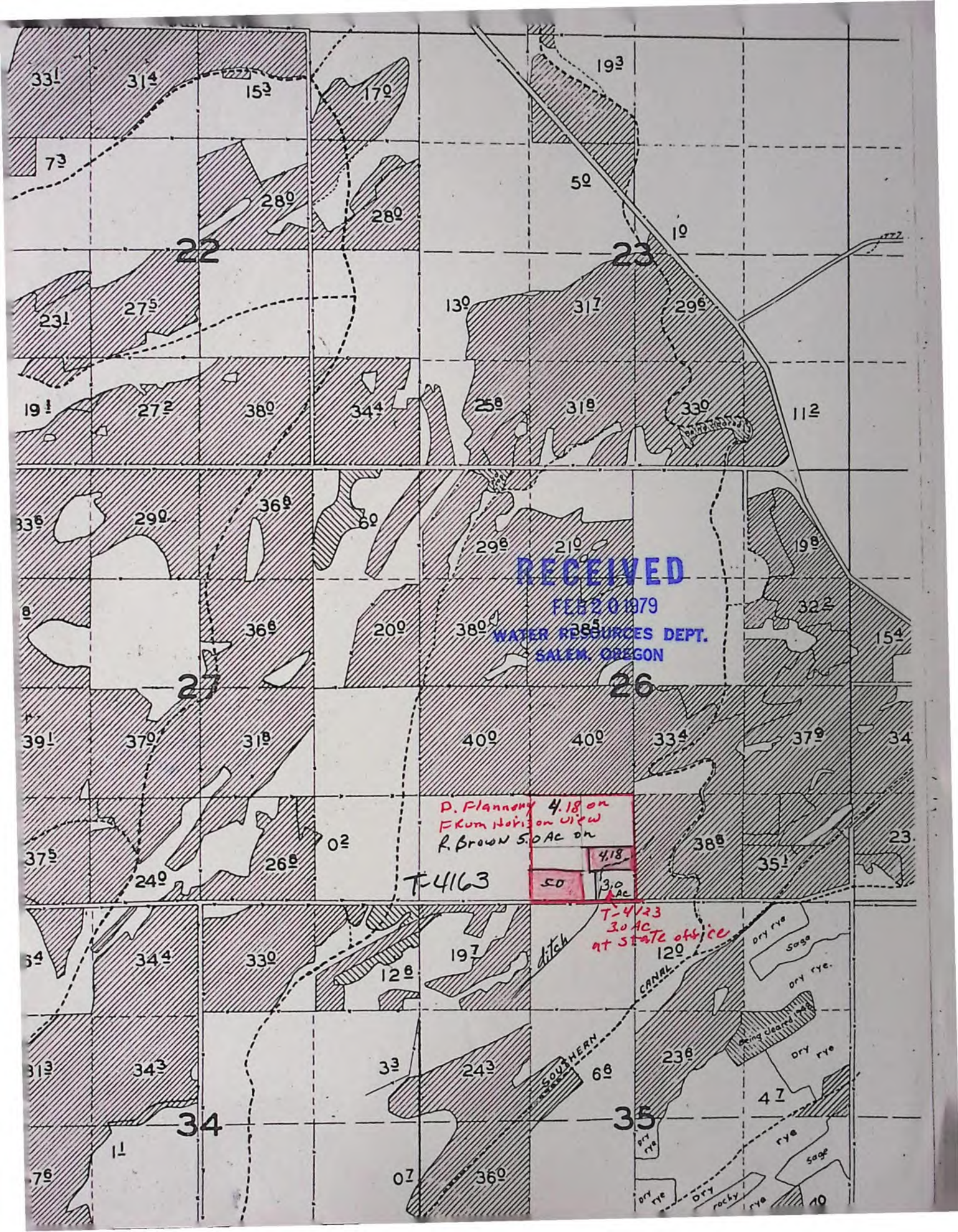
Final Proof as shown on map received 6-22-81 showing correct location

W.R.I.S.	
Assembled	<u>7-27-85</u> by <u>SM</u>
Entered	_____
Verified	_____ by _____

	INDEX CARDS:	Entered	Checked
TO BE ENTERED WHERE CHECKED	<input checked="" type="checkbox"/> Name	<u>leg</u>	_____
	<input checked="" type="checkbox"/> Stream	<u>leg</u>	_____
	<input checked="" type="checkbox"/> Pt. of Div.	<u>leg</u>	_____
	<input checked="" type="checkbox"/> Calendar	<u>leg</u>	_____
	<input checked="" type="checkbox"/> Twp. & Rge.	<u>leg</u>	_____
	<input checked="" type="checkbox"/> Decree-vault	<u>leg</u>	_____
	<input checked="" type="checkbox"/> Decree-safe	<u>leg</u>	_____
	<input checked="" type="checkbox"/> Cert. of W/R	<u>leg</u>	_____
	<input checked="" type="checkbox"/> Per. Folder	<u>leg</u>	_____
	<input checked="" type="checkbox"/> Chainindex	<u>leg</u>	_____
	CHECKED TO RECORDS:		
	<input checked="" type="checkbox"/> Cross Ref.	<u>leg</u>	_____
	<input checked="" type="checkbox"/> Power Claim	<u>leg</u>	_____
	<input checked="" type="checkbox"/> Abstracts	<u>leg</u>	_____

T-4163

Barry Hollings
needs to retrans
3 acres



BEFORE THE WATER RESOURCES DIRECTOR OF OREGON
DESCHUTES COUNTY

IN THE MATTER OF THE APPLICATION OF)
RAYMOND C. DEWITT & BRADFORD L.)
FOOTE (TUMALO IRRIGATION DISTRICT))
FOR APPROVAL OF A CHANGE IN PLACE)
OF USE OF WATER)

ORDER APPROVING
TRANSFER NO. 4163

On February 20, 1979, an application was filed in the office of the Water Resources Director by Raymond C. DeWitt and Bradford L. Foote for approval of a change in place of use of water from Tumalo Creek, Deschutes River, Crater Creek, Little Crater Creek and three spring branches, and Crescent Lake Reservoir, pursuant to the provisions of ORS 540.510 to 540.530.

Be Decree of the Circuit Court for Deschutes County, Oregon, entered August 27, 1958, In the Matter of the Determination of the Relative Rights to the Use of the Waters of Tumalo Creek, a tributary of Deschutes River, a water right was allowed in the name of Deschutes County Municipal Improvement District (now Tumalo Irrigation District), tabulated in the name of George Heilman at page 191, Volume 16, for irrigation of, among other lands, a certain 19.0 acres in NW $\frac{1}{4}$ SW $\frac{1}{4}$ and 15.8 acres in SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, Township 16 South, Range 12 East, W. M., with a date of priority of September, 1900, as now described by certificate issued in the name of Tumalo Irrigation District and recorded at page 26508, Volume 18, State Record of Water Right Certificates.

These lands also have supplemental rights evidenced by certificate recorded at page 31412, Volume 23, State Record of Water Right Certificates, to the use of water from Deschutes River, with a date of priority of 1905; certificate 26050, Volume 18, to the use of water from Tumalo Creek, Crater Creek, Little Crater Creek and three spring branches, with a date of priority of October 29, 1913; certificate 26051, Volume 18, to the use of waters of Crescent Lake Reservoir, with a date of priority of April 7, 1911; and permit No. 27841 for the use of waters of Crescent Lake Reservoir, with a date of priority of December 8, 1961.

The applicant herein proposes to transfer the water rights therefrom, without loss of priority, to a certain:

0.7 acre in NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 22 (J. Tate)
9.0 acres in NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 25 (B. Foote)
5.0 acres in SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 25 (B. Purvine)
4.18 acres in SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 26 (D. Flannery)
5.0 acres in SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 26 (R. Brown)
5.92 acres in SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 27 (S. Hurlburt)
Township 16 South, Range 11 East, W. M.

1.0 acre in NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 8 (J. Becker)
4.0 acres in NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 8 (B. Rowell)
Township 16 South, Range 12 East, W. M.

The lands involved herein are within the boundaries of the Tumalo 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 February 13, 1979.

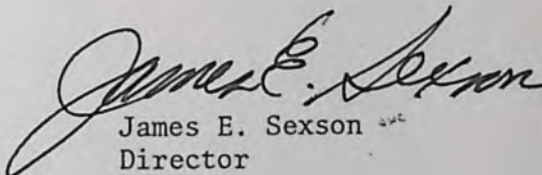
No objections having been filed and it appearing that the proposed change in place of use of water may be made without injury to existing rights, the application should be approved.

NOW, THEREFORE, it hereby is ORDERED that the requested change in place of use, as 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, 1980.

It is FURTHER ORDERED that upon 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, certificate of water right shall be issued to Tumalo Irrigation District confirming this and prior changes within the District.

Dated at Salem, Oregon, this 28th day of June, 1979.


James E. Sexson
Director

CRESCENT LAKE RES

US T-0982-C1

*** OREGON WATER RESOURCES DEPARTMENT ***
 *** WATER RIGHTS DIVISION ***
 *** WATER RIGHT DATA INPUT FORM ***

PAGE 1
 RUN ON: 3/20/81 AT: 9:08

WATER RIGHT NO. T0000 *41634* PERMIT NO. 000624 CERTIF. NO. 0026501NAME: *DE WITT & FOSTER*

ORIG. NO. A000013431 PREV. NO. A00013431 SUPER. NO.

ADDRESS: TID, 64697 COOK AVE

CITY/STATE/ZIP/COUNTY; BEND, OR 97701

09

STREAM-ID 05 1980 1450 0260 080

RIV. MI.

WM. DIST. 11 W.R. TYPE SA STATUS V

CANCEL YEAR---->	CONSTR. COMPLT--> <i>10 01 1982</i>	YR. LAST USED----->	---	NEXT ACTION DUE-->	---
PRIORITY-----> 04 07 1911	PUT TO USE-----> <i>10 01 1982</i>	LAST TRANS. DATE-->	---	LAST TRANS. TYPE-->	---
APPLICATION----> <i>02 20 1979</i>	SURVEYED----->	EXAM. FEE----->	<i>20.00</i>	RECORDING FEE----->	<i>10.00</i>
PERMIT ISSUE--> <i>06 28 1979</i>	CONCURRENCE----->	CYCLE STATUS----->	---	REPORTED FLAG----->	---
CONSTR. STRT.--> <i>06 28 1979</i>	CERTIFIED----->	CORRES. INIT.----->	---	CORRES. DATE----->	---

POINT-OF-DIVERSION DATA;
 TWNSP RNGE SECT QTR/QTR STREAM-ID
 240S 060E 11 C D 05 1980 1450 0260 080
 240S 060E 11 D C 05 1980 1450 0260 080

RIV. MI. RATE

STATUS S OR P

V S

V S

** REMARKS; - - - - ->
 ** DATED-->

** SUPP. IR. CHANGES. POLL PART OF TUMALO
 ** I. D. C-26051. OTHER SUPP RIGHTS UNDER
 ** C-26050, C-31412, P-27841.

PLACE-OF-USE DATA:
 TWNSP RNGE SECT QTR/QTR CNTY USE % CNSMTV ACRES STATUS S OR P
 09 IR 100 V S

SEE ATTACHED

**-----
 **-----
 **-----
 **-----

V.R.I.S.

Approved *7-19-85* by *SOD*
 Entered _____ by _____
 Verified _____ by _____

DATA:

.. TWNSP

TUMALO CREEK

LF T-0982-C1

*** OREGON WATER RESOURCES DEPARTMENT ***
 *** WATER RIGHTS DIVISION ***
 *** WATER RIGHT DATA INPUT FORM ***

PAGE 1
 RUN ON: 3/20/81 AT: 9:08

WATER RIGHT NO. T0000 *41631* PERMIT NO. 016 *191* CERTIF. NO. 0026508
 ORIG. NO. C000265081 PREV. NO. C000265081 SUPER. NO.

NAME: *DE WITT & FOOTE*

ADDRESS: TID, 64697 COOK AVE

CITY/STATE/ZIP/COUNTY: BEND, OR 97701

09

STREAM-ID 05 1980 1320

RIV.MI.

WM.DIST. 11 W.R.TYPE SC STATUS V

CANCEL YEAR--->

CONSTR.COMPLT--> *10 01 1982*

YR.LAST USED-----> _____

NEXT ACTION DUE--> _____

PRIORITY-----> *09 30 1900*PUT TO USE-----> *10 01 1982*

LAST TRANS.DATE--> _____

LAST TRANS.TYPE--> _____

APPLICATION---> *02 20 1979*

SURVEYED-----> _____

EXAM.FEE-----> *20.00*RECORDING FEE-----> *10.00*PERMIT ISSUE---> *06 28 1979*

CONCURRENCE-----> _____

CYCLE STATUS-----> _____

REPORTED FLAG-----> _____

CONSTR.STRT.---> *06 28 1979*

CERTIFIED-----> _____

CORRES.INIT.-----> _____

CORRES.DATE-----> _____

POINT-OF-DIVERSION DATA;
 TWNSP RNGE SECT QTR/QTR STREAM-ID

05 1980 1320

RIV.MI.

RATE

STATUS S OR P

0.487

V P

** REMARKS; - - - - -
 ** DATED-->

** *CHANGES POI PART OF TUMALO I. D.*** *C-26508 SUPP RIGHTS UNDER C-31412,*** *C-26050, C-26051, P-27841.*

PLACE-OF-USE DATA:
 TWNSP RNGE SECT QTR/QTR CNTY USE % CNSMTV ACRES

09 IR 100

STATUS S OR P

V P

SEE ATTACHED

**-----
 **-----
 **-----
 **-----

W.R.I.S.

Approved *4-24-85*, *SOL*

Entered _____

Verified _____ by _____

0.014

PLACE - OF - USE, DATA:

[illegible]

TUMALO CREEK, CRATER CREEK, LITTLE CRATER CREEK, THREE SPRING BRANCHES

W T-0982-C1

*** OREGON WATER RESOURCES DEPARTMENT ***
*** WATER RIGHTS DIVISION ***
*** WATER RIGHT DATA INPUT FORM ***

PAGE 1
RUN ON: 3/20/81 AT: 9:08

WATER RIGHT NO. T0000 *71632* PERMIT NO. 019628 CERTIF. NO. 0026050
ORIG. NO. A000032631 PREV. NO. A000032631 SUPER. NO.

NAME: *DE WITT & FOOTE*

ADDRESS: TID, 64697 COOK AVE

CITY/STATE/ZIP/COUNTY: BEND, OR 97701

09

STREAM-ID 05 1980 1320

RIV.MI.

WM.DIST. 11

W.R.TYPE SA STATUS V

CANCEL YEAR----

CONSTR.COMPLT--> *10 01 1982*

YR.LAST USED-----> _____

NEXT ACTION DUE--> _____

PRIORITY-----> 10 29 1913

PUT TO USE-----> *10 01 1982*

LAST TRANS.DATE--> _____

LAST TRANS.TYPE--> _____

APPLICATION--> *02 20 1979*

SURVEYED-----> _____

EXAM.FEE-----> *20.00*

RECORDING FEE-----> *10.00*

PERMIT ISSUE--> *06 28 1979*

CONCURRENCE-----> _____

CYCLE STATUS-----> _____

REPORTED FLAG-----> _____

CONSTR.STRT.--> *06 28 1979*

CERTIFIED-----> _____

CORRES.INIT.-----> _____

CORRES.DATE-----> _____

POINT-OF-DIVERSION DATA:

TWNSP RNGE SECT QTR/QTR STREAM-ID

RIV.MI.

RATE

STATUS

S OR P

** REMARKS; - - - - -

** DATED-->

170S 110E 23 A C 05 1980 1320

V

S

** CHANGES POOL PART OF TUMALO I. D. C-26050.

180S 100E 02 D B 05 1980 1320

V

** SUPP. RIGHTS UNDER C-31412, C-26051, P-

170S 090E 31 C A

V

** 27841, -----

D B

V

D D

V

180S 090E 02 B D

V

PLACE-OF-USE DATA:

TWNSP RNGE SECT QTR/QTR CNTY USE % CNSMTV ACRES

STATUS S OR P

09 IR 100

V

S

** -----

** -----

** -----

** -----

SEE ATTACHED

W.R.I.S.

Assembled *7-29-85* by *SDH*

Entered _____ by _____

Verified _____ by _____

0.020

PLACE - OF - USE

DATA:

[illegible]

PLACE - OF - USE

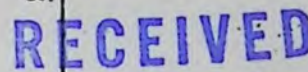
DATA:

-- TWNSP

T-4163

SCALE: 1" = 400'

See Map 16 11 23



FEB 20 1979

WATER RESOURCES DEPT.
SALEM, OREGON

See Map 16 11 27

100 May 18 11 25.

418 AC D. Plannery
SE $\frac{1}{4}$ SW $\frac{1}{4}$ 16S 11E 26

Note - 3.0 AC is T. 4/23 D. Flannery from Gates in State water Resources office -

T.16 S.
R.12 E.

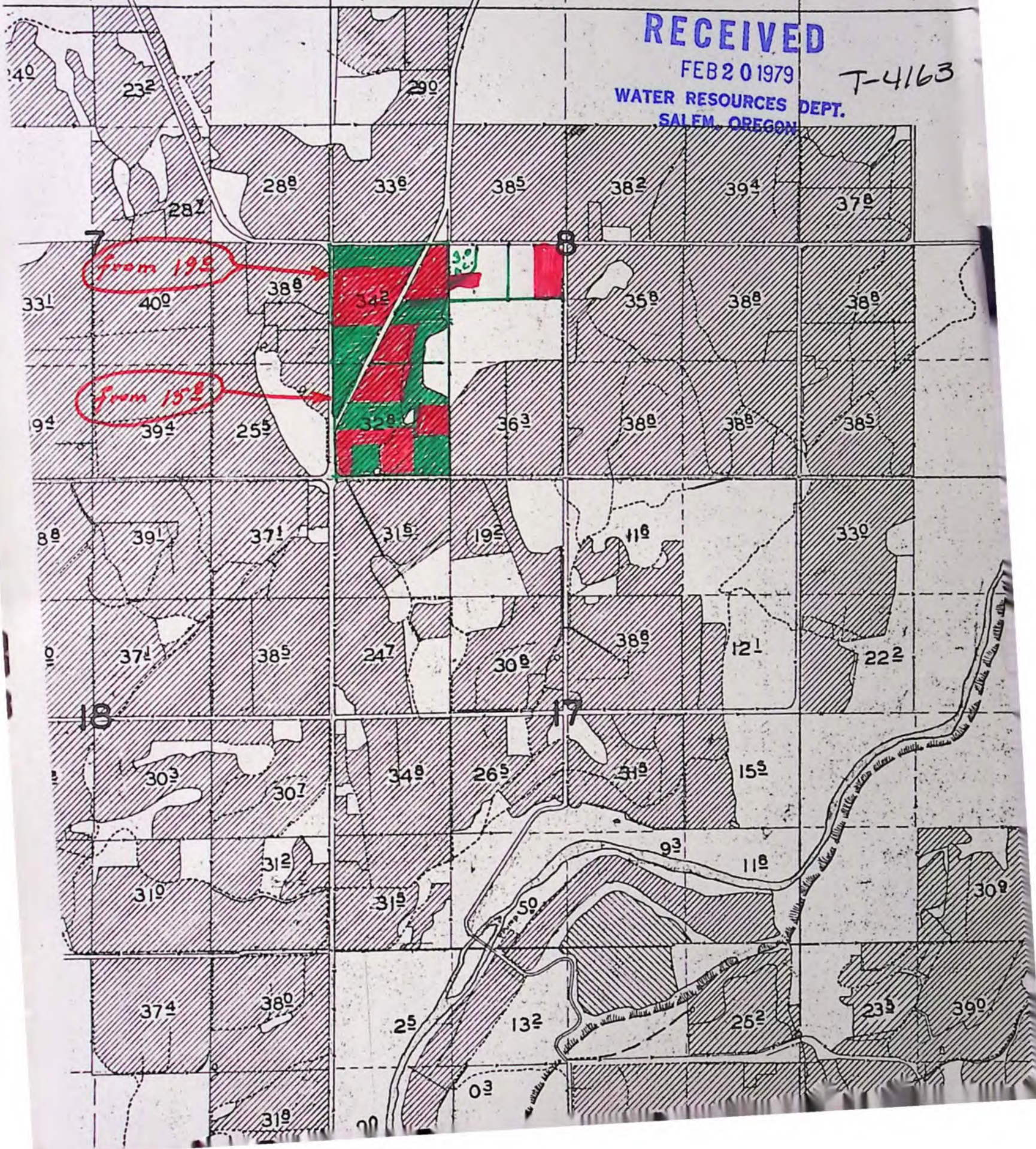
ADJUDICATION map.
Red Remains on Horizon View
Green to be Transferred off

RECEIVED

FEB 20 1979

WATER RESOURCES DEPT.
SALEM, OREGON

T-4163



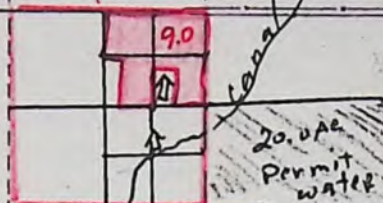
From
Horizon View
Ranches -
NW 1/4 SW 1/4
16S 12E 8

RECEIVED

FEB 20 1979

WATER RESOURCES DEPT.
SALEM, OREGON

T-4163



to 9.0 AC B. Foote ~~SE 1/4 NW 1/4~~ 16S 11E 25
to 5.0 AC B. Purvine SE 1/4 NW 1/4 16S 11E 25

377
377

~~C. D. WRA RAY- H 401~~

25,400

Ray H 402

G.D.

Section 25, T.16S. R.11E.W.M.

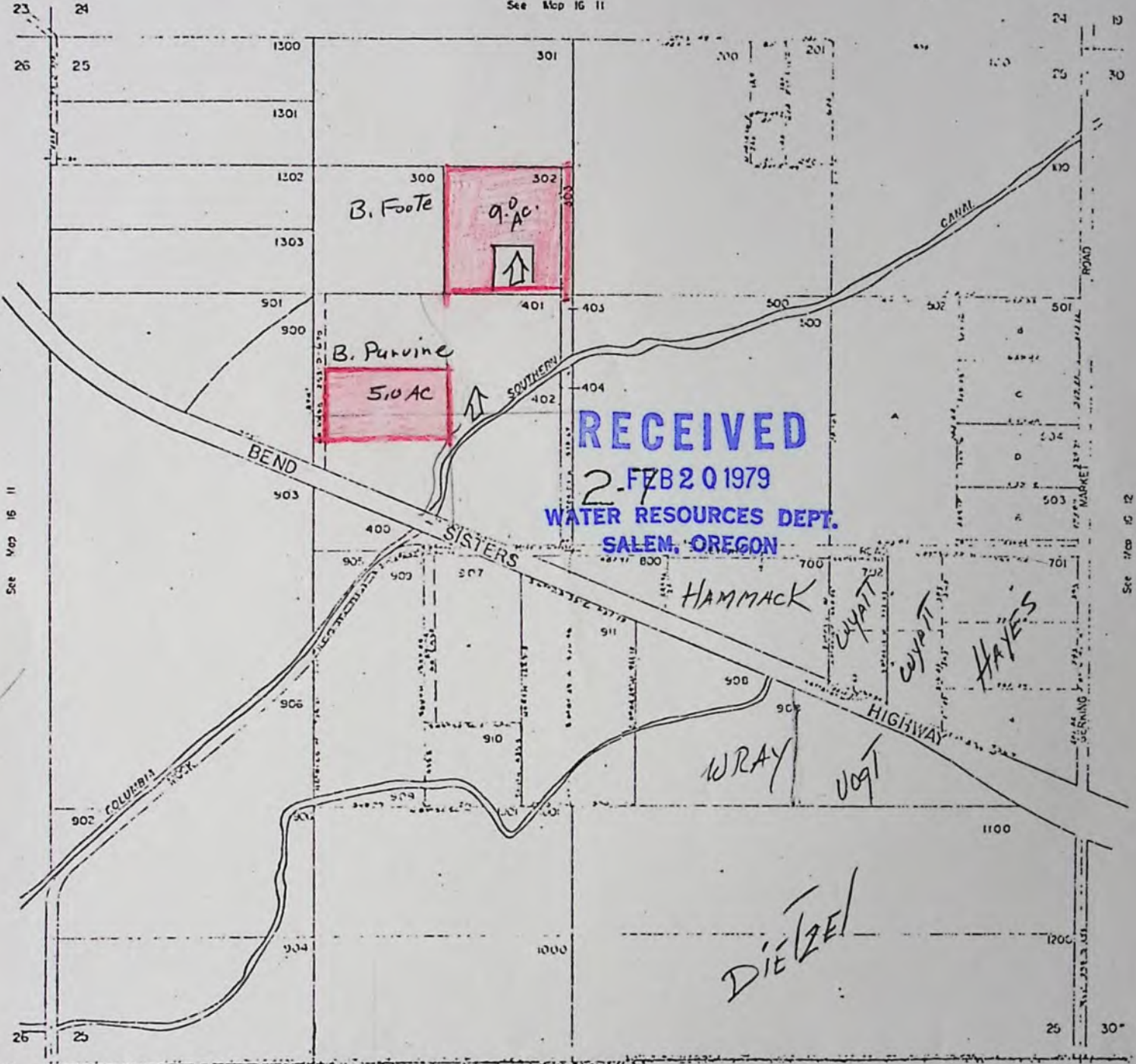
DESCHUTES COUNTY

1"=400'

From
Horizon View
Ranchers.
NW 1/4 SW 1/4
16S 12E 8 16 11 2

T-4163

See Map 16 11



See Map 16 11

See Map 16 12

to In red

9.0 AC B. Foote NE 1/4 NW 1/4 16S 11E 25
5.0 AC B. Purvine SE 1/4 NW 1/4 16S 11E 25

total 14.0 AC

See Map 16 11

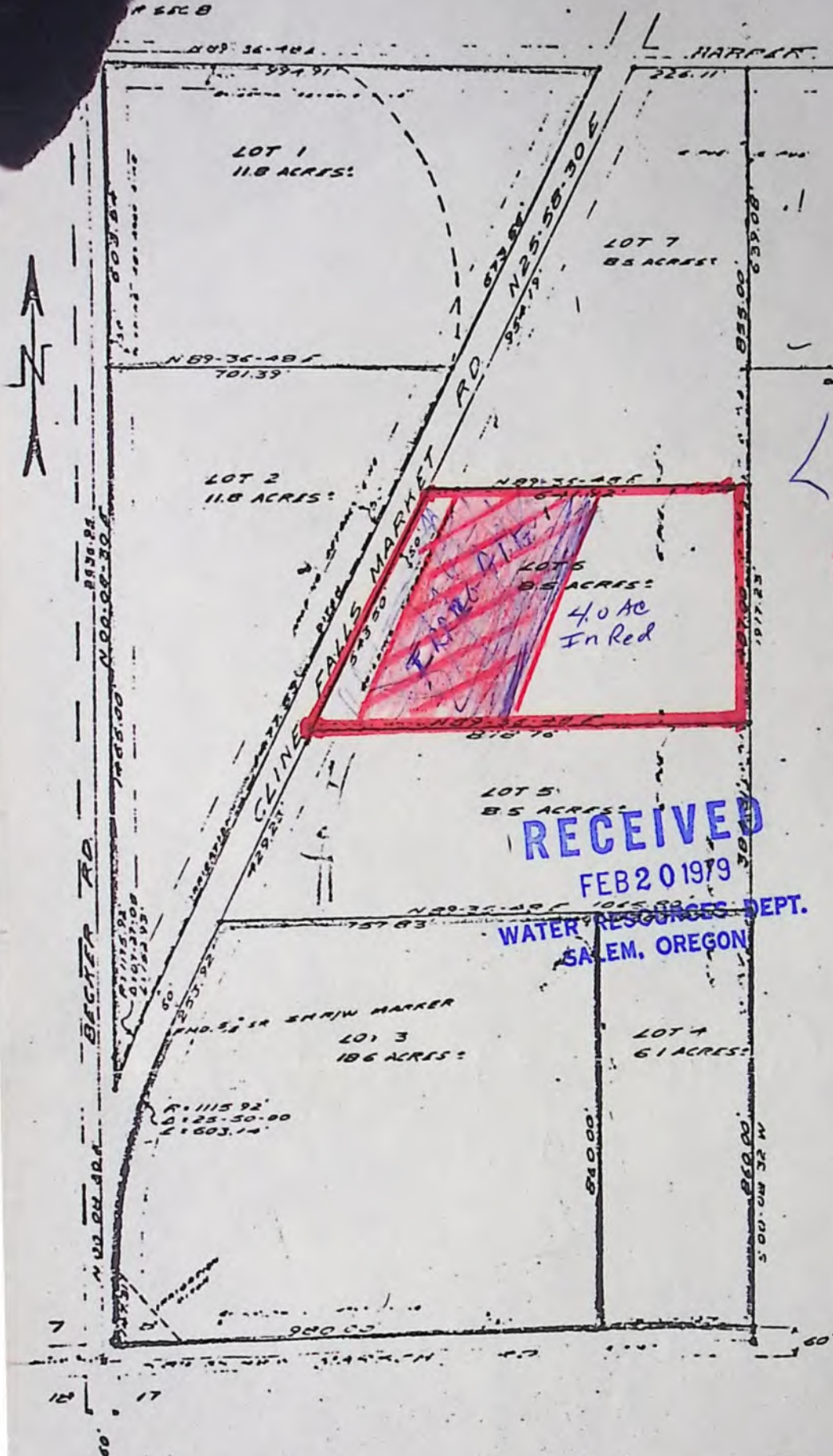
16 11 2

W COR. SEC. 8

RECEIVED
JUL 13 1980
WATER RESOURCES DEPT
SALEM, OREGON



GARY HANSEN 4.0 AC
 Plat. 4-18-78



NW 1/4 SW 1/4 4.0 AC
 GARY Hansen
 16-12-8
 4.0 AC on in Red
 PRELIMINARY PLAT # 234

HORIZON VIEW RANCH
 IN THE W 1/4 OF THE SW 1/4 AND THE
 NE 1/4 OF THE SW 1/4
 SEC 8, T. 16 S, R. 12 E, W. M.
 DISCHUTES COUNTY, OREGON
 SCALE: 1" = 200'
 PRELIMINARY UTILITY AGREEMENT

RECEIVED
 FEB 20 1979
 WATER RESOURCES DEPT.
 SALEM, OREGON

AFFIDAVIT:

I, GEORGE W. COLVIN JR., BEING FIRST JULY 1979
 DO HEREBY CERTIFY THAT I HAVE SURVEYED AND
 WITH PROPER MONUMENTS THE LANDS SHOWN
 PLAT, THAT THE INITIAL POINT OF THIS PLAT IS THE
 OF SEC 8, T. 16 S, R. 12 E, W. M. AND IS THE TRUE POINT
 BEGINNING RUNNING THENCE N 01° 09' 35" E 2634.95
 W 1/4 COR. OF SEC 8, THENCE N 89° 36' 48" E 2638.95 TO
 CENTER 1/4 COR. OF SEC 8, THENCE S 00° 03' 35" W 654
 THENCE S 89° 36' 33" W 1317.98, THENCE S 00° 08' 22" W
 THENCE S 89° 35' 48" W 1317.97 TO POINT OF BEGINN.
 BEARINGS BASED ON SURVEY OF SEC 8 BY ME MAY

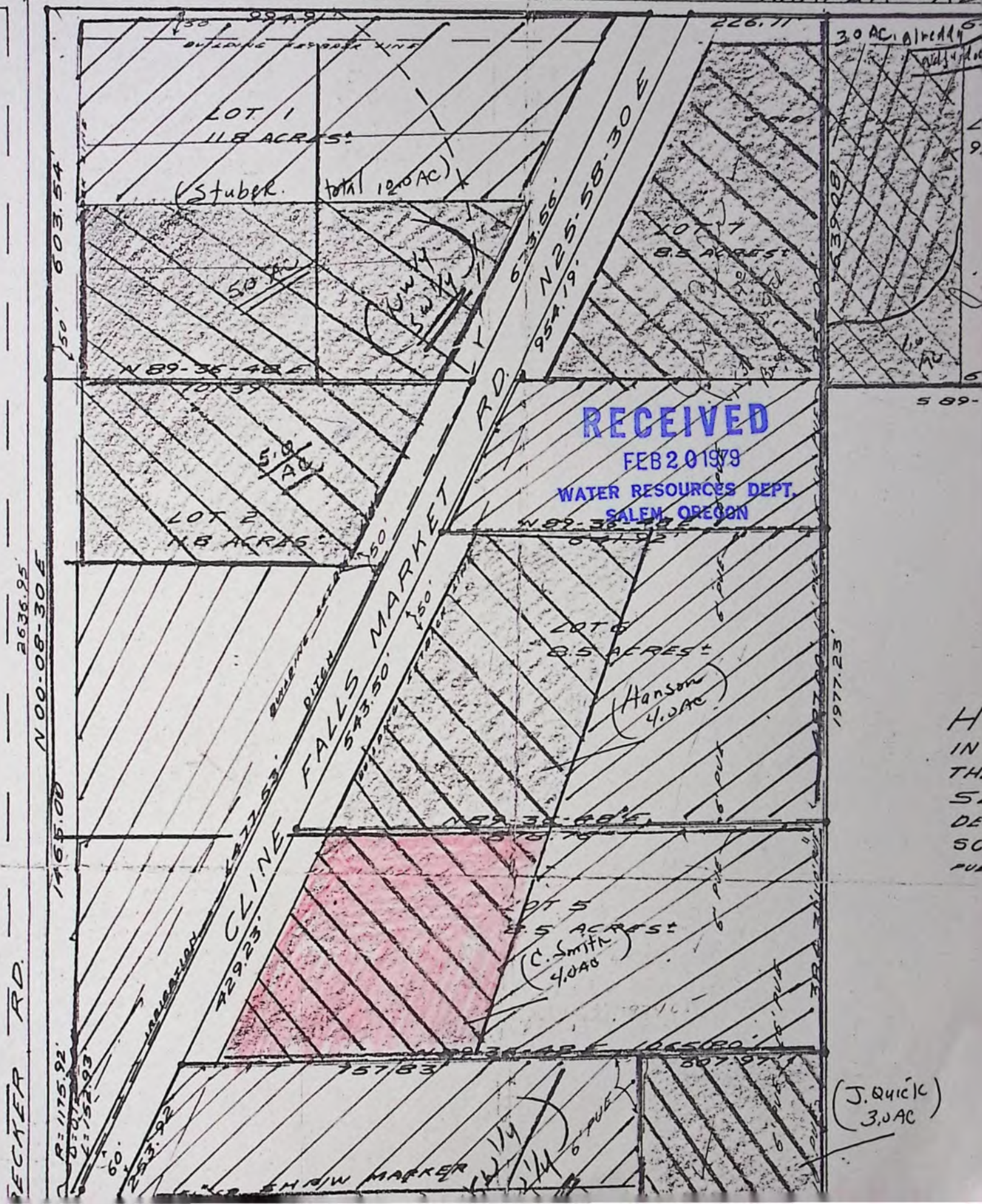
SUBSCRIBED AND SWORN TO BEFORE ME
 THE 15th DAY OF FEBRUARY 1979
 NOTARY PUBLIC FOR OREGON
 MY COM. EXPIRES SEPTEMBER 1981
 EXAMINED AND APPROVED
 CLERK OF THE COUNTY OF CLATSOP

HORIZON View RANCHES

10512 F 8

NY 89-36-484

HARPER RD



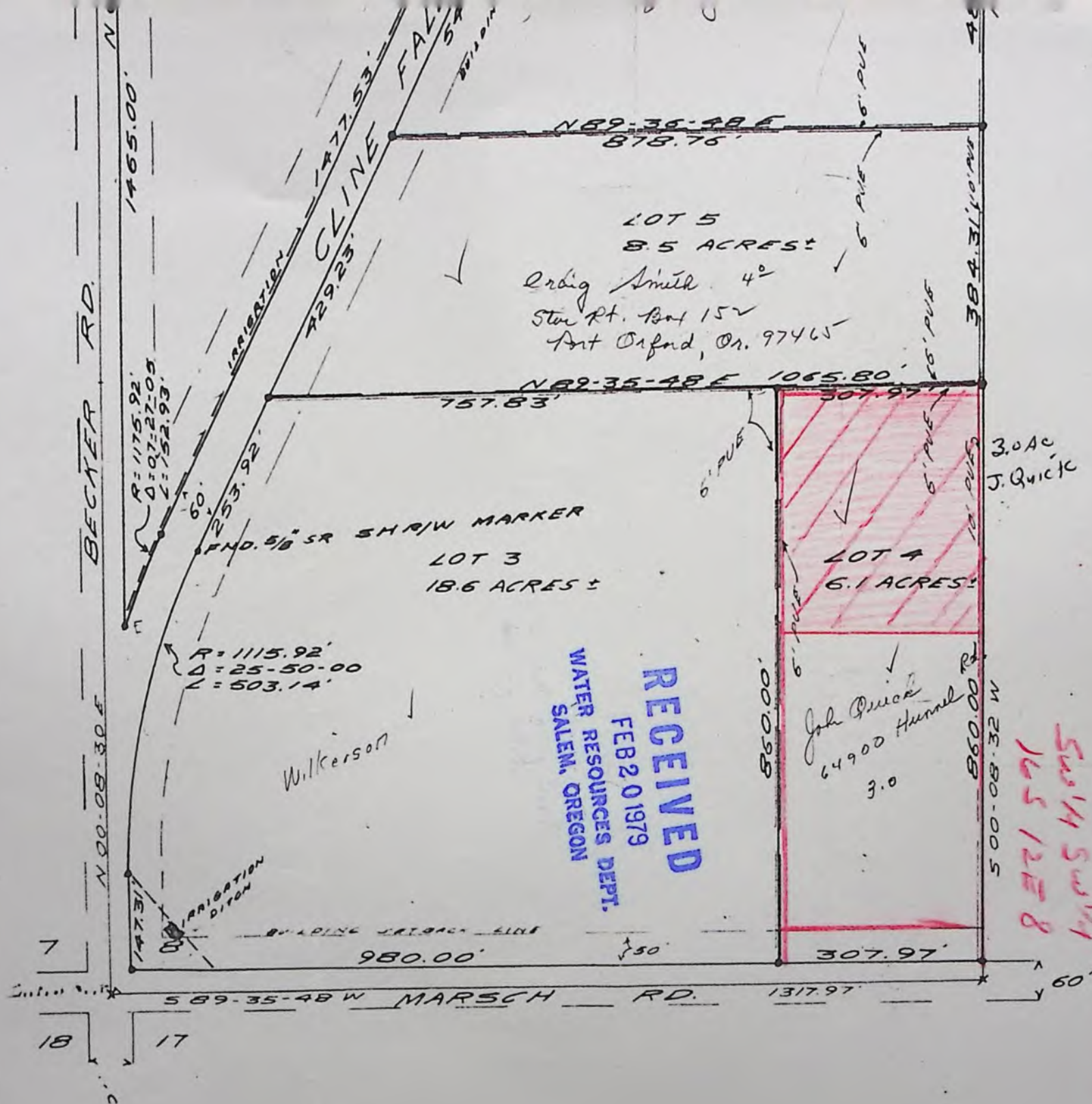
AFFIDAV

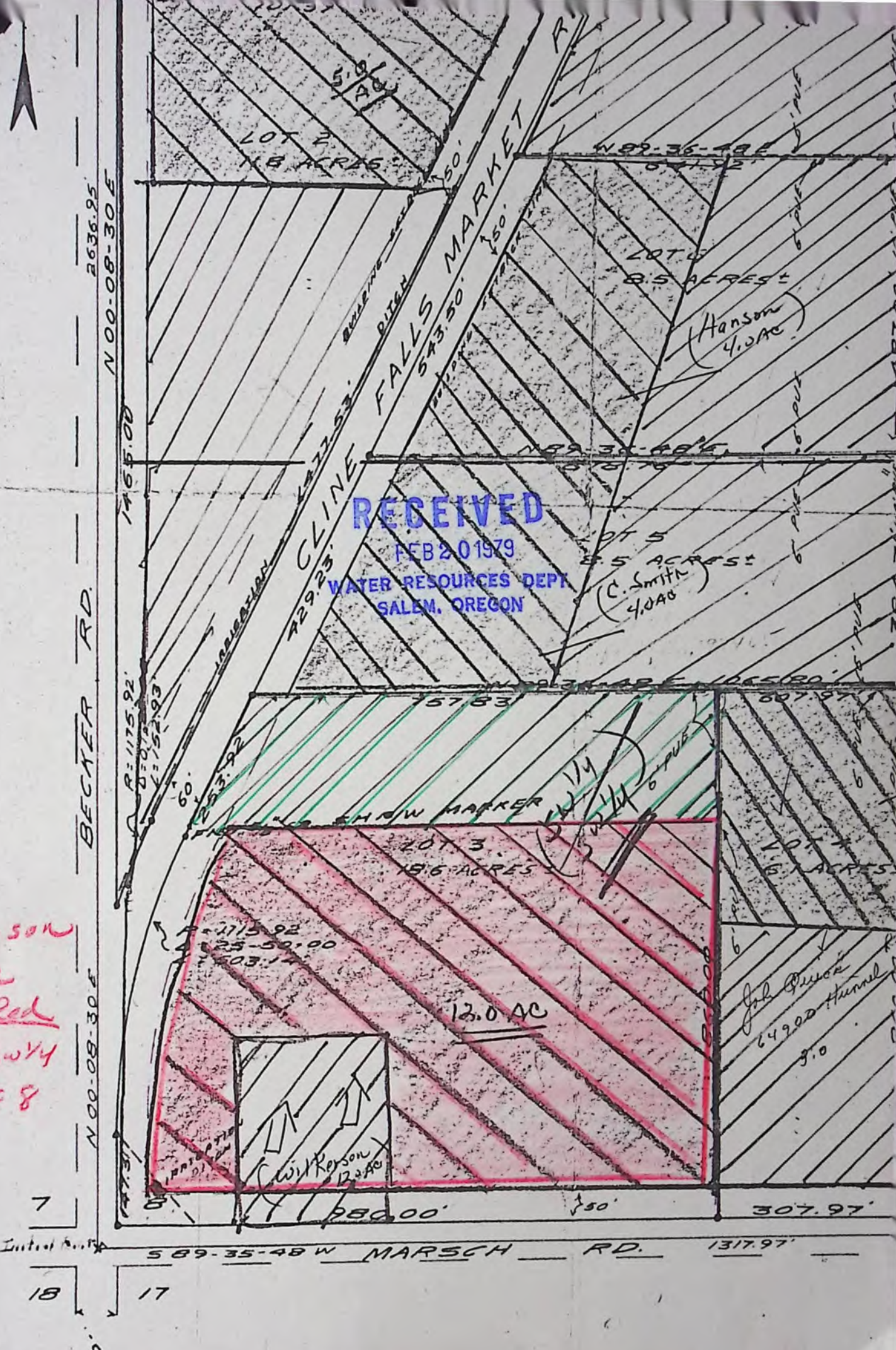
REGIST
PROFESS
LAND SU

George W. ...

SUBSCRIBE
THIS 14th
NOTARY
MY COM.

EXAMIN
DESCHUT





Wilkinson
12.0 AC
on in Red
SW 1/4 SW 1/4
16S 12E 8

RECEIVED

MAR 21 1979

WATER RESOURCES DEPT.
SALEM, OREGONT-4163
RECEIVED

FEB 20 1979

WATER RESOURCES DEPT.
SALEM, OREGON

Application for Transfer of Water Right

To the WATER RESOURCES DIRECTOR OF OREGON:

I, Ray DeWitt, Brad Foote / Tumalo Irrigation Dist.
(Name of applicant)of 64697 Cook Ave.

(Mailing address)

Reed

(City)

State of Oregon97701

(Zip Code)

382-3053

(Phone number)

do hereby make application for change

in place of use

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

1. Is the water right recorded in your name? Geo. Heilman / Tumalo Irr. Dist.
(If not, give name)2. Was your water right determined by Decree of Court? Yes If so, give title of proceedings
(Yes or No)Tumalo Creek Adjudicationnumber of certificate 265033. Was your water right acquired by Water Right Permit? Please see remarks If so, give number
(Yes or No)

of permit Number of certificate

NOTE: If the entire right of record is not directly involved in the requested change, only that part of the right that is directly involved should be considered in answering the balance of the questions on this form.

4. The source of water is please see remarks5. What is the date of priority of your water right? please see remarks6. The authorized point of diversion is located ft. and ft. from the
(N. or S.) (E. or W.)corner of being within the $\frac{1}{4}$ $\frac{1}{4}$ of Section Tp. R. W. M.,
(No. N. or S.) (No. E. or W.)

in the county of The name of the ditch used is

NOTE: Answer question if the application is for change in point of diversion.

7. The proposed point of diversion is located ft. and ft. from the
(N. or S.) (E. or W.)corner of being within the $\frac{1}{4}$ $\frac{1}{4}$ of Section Tp. R. W. M.,
(No. N. or S.) (No. E. or W.)

in the county of The name of the ditch to be used is

8. The use to which the water is applied is irrigation
(Irrigation, Mining, Power, Manufacturing, etc.)

Location of area irrigated, or place of use if other than irrigation:

FROM: HORIZON VIEW RANCHES

Township North or South	Range E. or W. of Willamette Meridian	Section	List 1/4-1/4 of Section	Number Acres To Be Irrigated
16S	12E	8	NE1/4SW1/4	19.0
16S	12E	8	SW1/4SW1/4	15.8
				34.8

(If more space required, attach separate sheet)

9. Are you the legal owner of the above described lands? yes
(If not owner, explain your interest)

10. To your knowledge, has any portion of the water right above described undergone a period of five or more consecutive years of nonuse? no
(Yes or No)

NOTE: Answer questions 11, 12 and 13 if application is for change in use or place of use.

11. 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)

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

NATURE OF ENCUMBRANCE	HELD BY	AMOUNT
contract 1st Nat'l Bank	Helen McKee	\$45,058.64
(in Escrow)	please see contracts - of sale	

13. The use to which the water is to be applied is irrigation
(Irrigation, power, mining, manufacturing, domestic supplies, etc.)

Location of area to be irrigated, or place of use if other than irrigation: TO:

Township North or South	Range E. or W. of Willamette Meridian	Section	List 1/4-1/4 of Section	Number Acres To Be Irrigated
16S	11E	25	SE1/4NW1/4 3	B. Purvine 5.0 ac.
16S	11E	25	NE1/4NW1/4 2	B. Foote 9.0 ac.
16S	12E	8	NE1/4SW1/4 6	B. Rowell 4.0 ac.
16S11E	11E	26	SE1/4SW1/4 4 } 5 }	D. Flannery 4.18 ac. R. Brown 5.0 ac.
16S	11E	27	SE1/4SW1/4 6	S. Hurlburt 5.92 ac.
16S	11E	22	NW1/4NE1/4 1	J. Tate .7 ac.

(If more space required, attach separate sheet)

16S 12E 8 NW1/4 NE1/4 J. Becker 1.0 ac
(Horizon View) 34.8

14. Reasons for the proposed changes are

~~That the water will be of more beneficial use~~

15. Construction work will be completed on or before none needed

16. The water will be completely applied to the proposed use on or before in accordance with State time schedule.

Remarks Date of Board of Directors Approval: 2/13/79

PRIMARY RIGHT: Cert. # 26508 Priority date: Sept. 1900 Geo. Neilman Tumalo Creek

PRIMARY & SUPP. RIGHT: Cert. # 26050 Priority date: Oct. 29, 1913 Waters of Tumalo Cr. Crater Creek, Little Crater Cr. and Three Springs Branches

SUPP. RIGHTS: Cert. # 26051 Priority date: April 7, 1911 Permit # 624 Crescent Lake reservoir

SUPP. RIGHTS: Cert. # 31412 Prior dates: 1905 Waters of Deschutes River

NOTE: THIS APPLICATION MUST BE ACCOMPANIED BY A MAP OR MAPS SHOWING THE BEFORE AND AFTER LOCATIONS OF THE POINT OF DIVERSION AND/OR PLACE OF USE, AS THE CASE MAY BE.

AFFIDAVIT OF APPLICANT

I, Ray DeWitt and Brad Foote, 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 day of, 19.....

Two Signatures required:

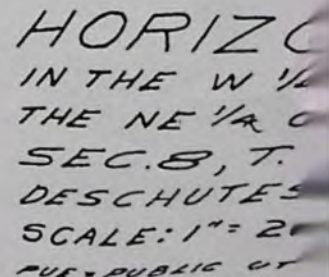
Subscribed and sworn to before me this

X Bradford L. Foote by Mary
E. Foote, atty-in-fact.
X Raymond C. Dewitt
day of, 19.....

[Notarial Seal]

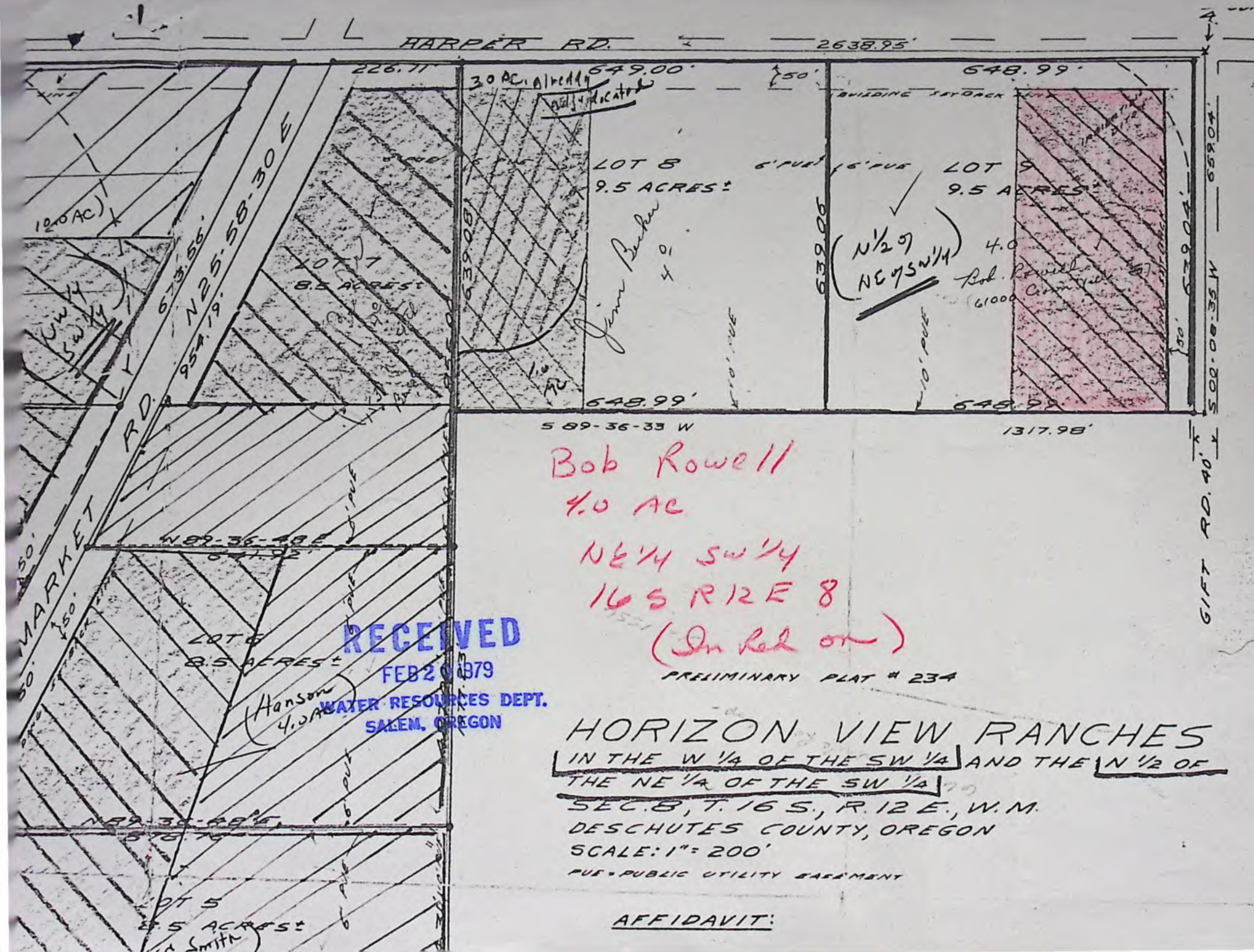
Morgan H. Elliott
NOTARY PUBLIC FOR OREGON

My commission expires March 28, 1981



AFFIDAVIT

I, GEORGE
DO HEREBY
WITH PROP



Bob Rowell
4.0 AC

NE 1/4 SW 1/4
16 S R 12 E 8
(In Red on)

PRELIMINARY PLAT # 234

HORIZON VIEW RANCHES
IN THE W 1/4 OF THE SW 1/4 AND THE N 1/2 OF
THE NE 1/4 OF THE SW 1/4

SEC. 8, T. 16 S., R. 12 E., W. M.
DESCHUTES COUNTY, OREGON
SCALE: 1" = 200'

PUE = PUBLIC UTILITY EASEMENT

AFFIDAVIT:



Water Resources Department
MILL CREEK OFFICE PARK

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

PHONE 378-3066
or
1-800-452-7813
(message line)

October 25, 1982

Barry R. Holling
Tumalo Irrigation District
64697 Cook Avenue
Bend, OR 97701

Dear Mr. Holling:

REFERENCE: File T-4163

We have received the Notice of Completion of Works and Use of Water for a change in place of use of water from Tumalo Creek, as allowed by Water Right Transfer 4163. A survey will be made at a later date to confirm extent of use.

A new certificate based on the survey will be issued at a later date. 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,

LUCILLE C. JENSEN
Secretary
Transfer Section

LCJawpc

cc: Robert F. Main, Jr., Watermaster

0056/4
3216B

COPY



Water Resources Department
MILL CREEK OFFICE PARK

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

PHONE 378-3066
or
1-800-452-7813
(message line)

October 25, 1982

Robert L. Brown
Tumalo Irrigation District
64697 Cook Avenue
Bend, OR 97701

Dear Mr. Brown:

REFERENCE: File T-4163

We have received the Notice of Completion of Works and Use of Water for a change in place of use of water from Tumalo Creek, as allowed by Water Right Transfer 4163. A survey will be made at a later date to confirm extent of use.

A new certificate based on the survey will be issued at a later date. 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,

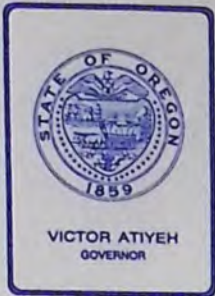
LUCILLE C. JENSEN
Secretary
Transfer Section

LCJwpc

cc: Robert F. Main, Jr., Watermaster

9056/A
32163

COPY



Water Resources Department

MILL CREEK OFFICE PARK

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

PHONE 578-3066

or

1-800-452-7813

(message line)

October 25, 1982

Beatrice Purvine
Tumalo Irrigation District
64697 Cook Avenue
Bend, OR 97701

Dear Ms. Purvine:

REFERENCE: File T-4163

We have received the Notice of Completion of Works and Use of Water for a change in place of use of water from Tumalo Creek, as allowed by Water Right Transfer 4163. A survey will be made at a later date to confirm extent of use.

A new certificate based on the survey will be issued at a later date. 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,

LUCILLE C. JENSEN
Secretary
Transfer Section

LCJ:wp

cc: Robert F. Main, Jr., Watermaster

0056/4
32168

COPY

RECEIVED
OCT 21 1982
WATER RESOURCES DEPT.
SALEM, OREGON

NOTICE OF COMPLETION OF CHANGE IN

PLACE OF USE OF WATER RIGHT

PURSUANT TO TRANSFER APPLICATION NO. I-4163

I, FLANNERY, hereby certify that
completion of works and use of water to the extent intended
within the provisions of the order of the Water Resources
Director approving said water right transfer application
was accomplished by 8-29, 1982.

9-3-82

Date

Dennis Flannery
Signature

(Mail completed form to Tumalo Irrigation District,
64697 Cook Avenue, Bend, Oregon 97701)

OK
Qc

RECEIVED
OCT 21 1982
WATER RESOURCES DEPT.
SALEM, OREGON

NOTICE OF COMPLETION OF CHANGE IN

PLACE OF USE OF WATER RIGHT

PURSUANT TO TRANSFER APPLICATION NO. J-4163

I, ROBERT L. BROWN hereby certify that
completion of works and use of water to the extent intended
within the provisions of the order of the Water Resources
Director approving said water right transfer application
was accomplished by JUNE 30, 1982.

SEPT 7, 1982

Date

Robert L. Brown

Signature

(Mail completed form to Tumalo Irrigation District,
64697 Cook Avenue, Bend, Oregon 97701)

OK
Gin

RECEIVED

OCT 21 1982

WATER RESOURCES DEPT.
SALEM, OREGON

NOTICE OF COMPLETION OF CHANGE IN

PLACE OF USE OF WATER RIGHT

PURSUANT TO TRANSFER APPLICATION NO. T-4163

I, Purune, hereby certify that
completion of works and use of water to the extent intended
within the provisions of the order of the Water Resources
Director approving said water right transfer application
was accomplished by June, 1982.

9/20/82

Date

Patricia M. Purune

Signature

(Mail completed form to Tumalo Irrigation District,
64697 Cook Avenue, Bend, Oregon 97701)

OK

RECEIVED

OCT 21 1982

WATER RESOURCES DEPT.
SALEM, OREGON

NOTICE OF COMPLETION OF CHANGE IN

PLACE OF USE OF WATER RIGHT

PURSUANT TO TRANSFER APPLICATION NO. T-4163

I, BARRY R. HOLLING hereby certify that
completion of works and use of water to the extent intended
within the provisions of the order of the Water Resources
Director approving said water right transfer application
was accomplished by SEPT. 12, 1981.

SEPT. 7, 1982

Date

Barry R. Holling

Signature

(Mail completed form to Tumalo Irrigation District,
64697 Cook Avenue, Bend, Oregon 97701)



Water Resources Department

MILL CREEK OFFICE PARK

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

PHONE 378-3066

November 23, 1981

Martin Winch
Tumalo Irrigation District
64697 Cook Avenue
Bend, Oregon 97701

REFERENCE: Files T-2924, T-4163, T-4181

In response to your request for correction of the locations of place of use of water for Transfers 2924, 4163 and 4181, we will final proof these transfers in the locations requested as shown on the revised maps.

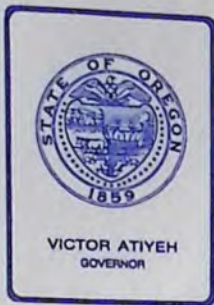
No further action on your part is necessary.

Sincerely,

SAMUEL R. ALLISON
Supervisor
Transfer Section

SRA:lcj

cc: Robert F. Main, Jr., Watermaster
Larry H. Nunn, Field Engineer



Water Resources Department

MILL CREEK OFFICE PARK

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

PHONE 378-3066 or
1-800-452-7813

July 10, 1981

Dennis Flannery
c/o Tumalo Irrigation District
64697 Cook Avenue
Bend, OR 97701

Dear Mr. Flannery:

REFERENCE: Files T-4123 and T-4163

This will acknowledge receipt of Applications for Extension of the Time Limits in which to complete the changes in place of use under Transfers 4123 and 4163, and your fees in the amount of \$20, for which our Receipts 25565 and 25566 are enclosed.

From the examination of your applications for extension, it appears due diligence has been exercised and the time, therefore, is being extended to October 1, 1982, to allow you the opportunity to fully complete the authorized changes in place of use of water from Tumalo Creek, et. al.

Sincerely,

SAMUEL R. ALLISON
Supervisor
Transfer Section

SRA:wpc
cc: Robert F. Main, Jr., Watermaster
enclosure
0444A
5804A

COPY

Application No.

Application for Extension of Time
for Transfer of Water Right

RECEIVED

JUL 7 1981

WATER RESOURCES DEPT
SALEM, OREGON

To the WATER RESOURCES DIRECTOR OF OREGON:

I, Dennis D. and Janel A. Flannery
(Name of applicant)
of c/o Tumalo Irrigation District, 64697 Cook Avenue, Bend
(Mailing address) (City)
State of Oregon, 97701, 382-3053
(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 28, 1979, approving transfer application No. 4163,
in the name of Raymond C. DeWitt and Bradford L. Foote *.

Pursuant to extension granted under cover of receipt 20951 10/8/80

The following has been accomplished toward completion of the
change within the time allowed, which expired on October 1, 1980; original appl.
October 1 81, extension

Cleared 4.18 acres, had pond excavated and sealed

(If for irrigation, how many acres, total, are now irrigated)

*If you are not the applicant named above, please explain your interest in
this matter. All certificates are recorded in the name of Tumalo Irrigation
District. I purchased the water right formerly on the property of DeWitt
and Foote, a partnership, as described in transfer 4163.

Ext to 10-1-82
SRB

7-7-81
\$10.00
#25566

To fully complete the change, it will be necessary to accomplish the following: before the next irrigation season, we will install mainline for irrigation, plant, and then will be able to irrigate in 1982 season

I am unable to complete the change under the terms of the order, within the time allowed, because water shortage in Tumalo

Irrigation District

and request that the time for completion be extended to October 1, 1982.

AFFIDAVIT OF APPLICANT

I, Dennis D. and Janel A. Flannery, 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 6th day of July

1981

Subscribed and sworn to before me this 6th day of July, 1981

[Notarial Seal]

Janet Baettcher
Notary Public for Oregon
My commission expires 5/10/83



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

T-4163

TID has requested a correction in POV of 1.0 acre.

1. The application listed 1.0 acre to go into NWNE Sec 8.
2. The maps showed the 1.0 acre in NE SW, Sec 8.
3. Affidavits state the 1.0 acre should have gone to NE SW, Section 8, T16S, R12E, WM, TL 1601, in the name of J. Becker
4. Frederick Stills, owner of TL 200, in NWNE of Section 8, has submitted an affidavit that the right was mistakenly transferred to his property.
5. Has the water been used on TL 1601?
6. On 6-26-1980, James W. Becker submitted an affidavit that the 1.0 acre was supposed to go to TL 1700, in the NW SW, Section 8, instead of TL 1601, in the NE SW, Section 8, as shown on the map submitted by TID on 6-22-81, which shows the same POV as the original application map.
7. This one appears to be a simple amending order, once they decide where the proposed POV is.

Final Proof as shown on revised map received 6/22/81

RECEIVED

JUL 13 1980

WATER RESOURCES DEPT
SALEM, OREGON

June 26, 1980

Water Resources Department
State of Oregon
c/o Tumalo Irrigation District
64697 Cook Avenue
Bend, Oregon 97701

RE: Transfer #4163

Gentlemen:

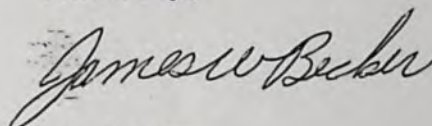
In the preparation of mapping for transfer #4163 regarding my property, per legal description following, an error was made in placing 1.0 acre water right in parcel 8; it should have been placed on parcel 7.

Township 16 South, Range 12 EWM, Section 8
Parcel #7 and Parcel #8

I am enclosing a map showing the correct apportionment according to my original intent. The District made an error in originally allocating the water on the map forwarded with the transfer application and has agreed that the change should be made.

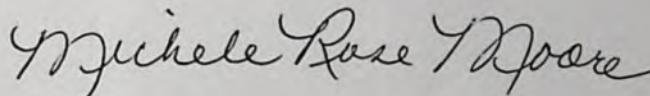
I would appreciate your making this correction. Thank you for your cooperation.

Sincerely,



Jim Becker

Notarized:



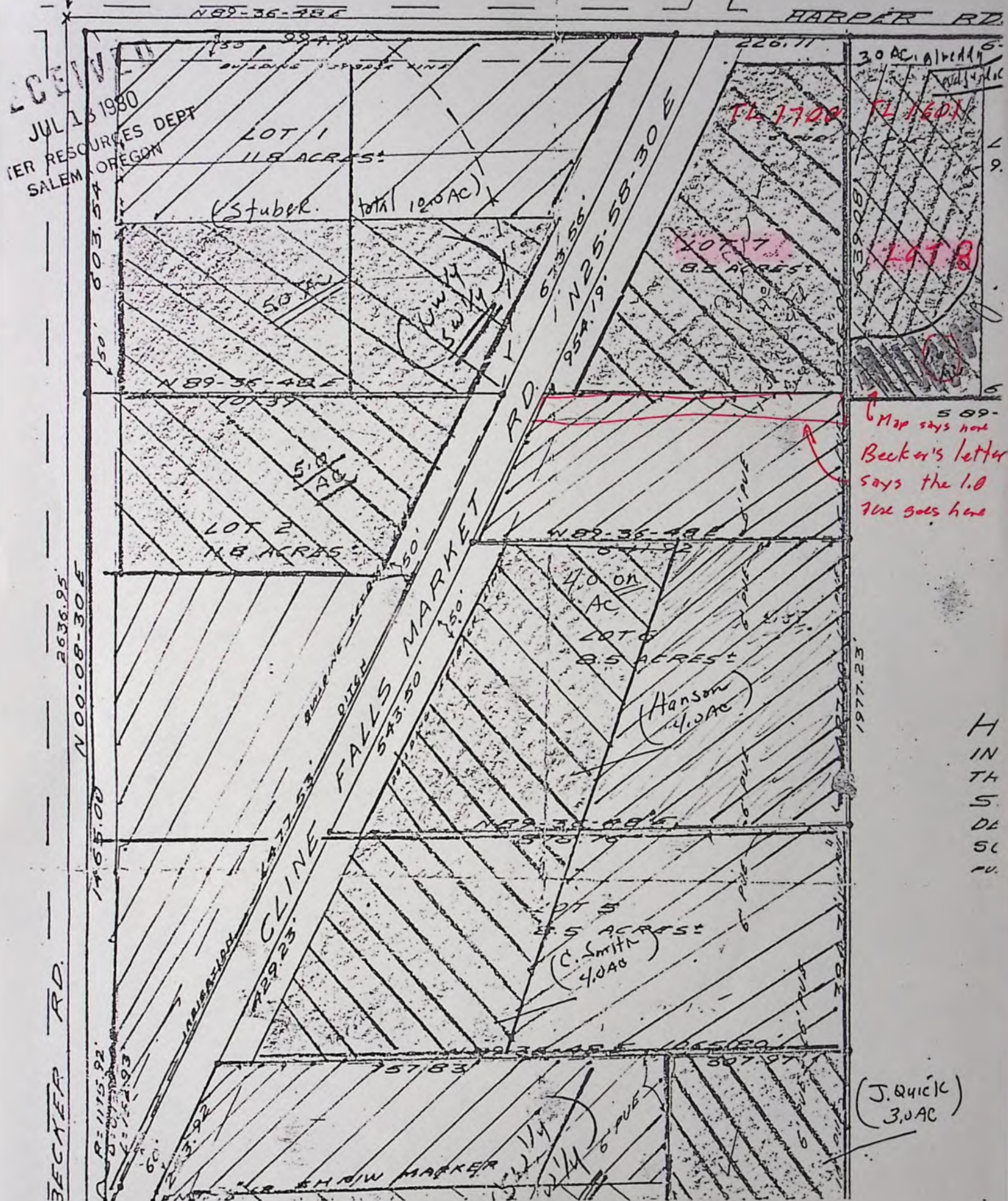
MICHELE ROSE MOORE
Notary Public, State of Ohio
My Commission Expires Sept. 26, 1984

This 30th day of June, 1980.



14 COR. SEC. 8

JUL 13 1980
HUMAN RESOURCES DEPT
SALEM, OREGON



RECEIVED

FEB 25 1981

WATER RESOURCES DEPT
SALEM, OREGON

NOTICE OF COMPLETION OF CHANGE IN

place of use of water from Tumalo Creek, et al

PURSUANT TO TRANSFER APPLICATION NO. 4163

I, Bob Rowell, hereby certify that completion
of works and use of water to the extent intended within the provisions
of the order of the Water Resources Director approving said water
right transfer application was accomplished by 8/1, 1980

2/12/81
Date

Bob Rowell
Signature

Please complete and return to Tumalo Irrigation District
64697 Cook Avenue
Bend, Oregon 97701

ok
Jcy

TUMALO IRRIGATION DISTRICT

64697 COOK AVE.
BEND, OREGON 97701

Phone 382-3053

March 3, 1981

RECEIVED

MAR 05 1981

**WATER RESOURCES DEPT
SALEM, OREGON**

Sam Allison
Water Resources Dept.
555 13th St. NE
Salem, OR 97310

Re: T-2934 (order 3/74)
T-3306 (order 8/77)
T-3872 (incomplete)
T-4050 (order 12/78)
T-4121 (incomplete)

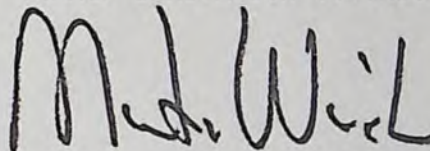
T-4124 (incomplete)
T-4163 (~~incomplete~~) *complete*
T-4204 (incomplete)
T-4222 (incomplete)
T-4237 (incomplete)

Dear Sam:

In the referenced transfers, water was mistakenly located in the wrong place: in some cases same "40", in others wrong "40"; in some cases by legal in the application, in some cases on the maps. What is required to amend?

Very Truly Yours,

TUMALO IRRIGATION DISTRICT



Martin T. Winch

MTW:st



Water Resources Department
MILL CREEK OFFICE PARK

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

PHONE 378-3066 or
1-800-452-7813

March 10, 1981

Bob Rowell
c/o Tumalo Irrigation District
64697 Cook Avenue
Bend, OR 97701

Dear Mr. Rowell:

REFERENCE: File T-4163

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 T-4163, for a change in place of use of water from Tumalo Creek, et al, 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,

SAMUEL R. ALLISON
Supervisor
Transfer Section

SRA:wp
cc: Robert F. Main, Jr., Watermaster
0647A
4200A

COPY

RE: T-2924
T-2926
T-3306
T-4050
T-4163

RECEIVED

JUN 22 1981

WATER RESOURCES DEPT.
SALEM, OREGON

To Whom It May Concern:

By unanimous vote, the Board of Directors of the Tumalo Irrigation District, duly convened in regular meeting on 4-14-81, did confirm that completed transfer applications T-2924, T-2926, T-3306, T-4050 and T-4163 contained errors which require amendment of the transfer maps and of the transfer orders, as follows:

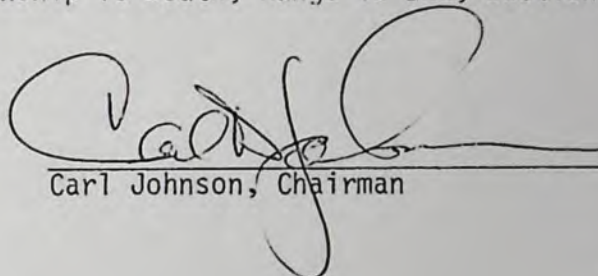
T-2924: 1.0 acres should have gone to the Northeast Quarter of the Southwest Quarter of Township 16 South, Range 12 EWM, Section 19, Tax Lot 500.

T-2926: 1.0 acre should have gone to the Southeast Quarter of the Northeast Quarter of Township 17 South, Range 11 EWM, Section 1, Tax Lot 101.

T-3306: 2.6 acres should have gone to the Northeast Quarter of the Northeast Quarter of Township 16 South, Range 12 EWM, Section 17, Tax Lot 200.

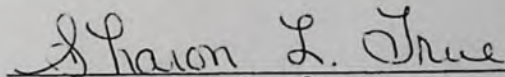
T-4050: 3.0 acres should have gone to the Southeast Quarter of the Southeast Quarter of Township 16 South, Range 11 EWM, Section 27, Tax Lot 603.

✓ T-4163: 1.0 acre should have gone to the Northwest Quarter of the Northeast Quarter of Township 16 South, Range 12 EWM, Section 8, Tax Lot 1601.


Carl Johnson, Chairman

STATE OF OREGON)
) ss.
DESCHUTES COUNTY)

Personally appeared Carl Johnson, known to me to be
Chairman of the Board of Directors of Tumalo Irrigation District, and
acknowledged the foregoing to be his voluntary act.


Notary Public for Oregon
My Commission Expires: 10-21-83

T- 4163

STATE OF OREGON)
)
DESCHUTES COUNTY) ss.

RECEIVED

JUN 22 1981

WATER RESOURCES DEPT.

STATE OF OREGON

I, Brad Foote, being first duly sworn,
say that it was and is my purpose that the 1.0 acre
water right transferred in T- 4163 be located in tax lot
1601 in the NE of the SW of Section 8,
Township 16 South, Range 12 E.W.M.,
as located on the accompanying map, and not in the NW of the NE
of said Section, Township and Range.

Brad Foote

Subscribed and sworn to this 13 day of May,
1981. Before me:



Sharon L. True
Notary Public of Oregon
My Commission Expires: 10-21-83

T-4163

RECEIVED

JUN 2 1981

WATER RESOURCES DEPT.
SALEM, OREGON

Oregon
STATE OF CALIFORNIA)
Orange COUNTY) ss.
Deschutes

We, John B. Parker and Arlene J. Husted, being first duly sworn,
say that it was and is our purpose that the 1.0 acre water right
transferred in T-4163 be located in tax lot 1601 in the NE of the SW
of Section 8, Township 16 South, Range 12 E.W.M., as located on the
accompanying map, and not in the NW of the NE of said Section,
Township and Range.

John B. Parker
John B. Parker

Arlene J. Husted
Arlene J. Husted



Subscribed and sworn to this 1st day of May,
1981. Before me:

Sharon L. True
Notary Public of ~~California~~ Oregon
My Commission Expires: 10-21-83

T 4163

STATE OF OREGON)
) ss.
DESCHUTES COUNTY)

RECEIVED
JUN 2 2 1981
WATER RESOURCES DEPT.
SALEM, OREGON

I, Frederick Stills being first
duly sworn, say that I am the owner of tax lot 200
in the NW of the NE of Section 8, Township
16 South, Range 12 E.W.M. and that I
consent to the removal of the 1.0 acre water right
which I am informed was mistakenly transfered to my land in
T 4163.

Frederick Stills



Subscribed and sworn to this 29th day of April,

1981. Before me:

Sharon L. True
Notary Public for Oregon
My Commission Expires:

T- 4163

RECEIVED

JUN 2 1981

WATER RESOURCES DEPT.
SALEM, OREGON

STATE OF OREGON)
) ss.
DESCHUTES COUNTY)

I, Ray DeWitt, being first duly sworn,
say that it was and is my purpose that the 1.0 acre
water right transferred in T- 4163 be located in tax lot
1601 in the NE of the SW of Section 8,
Township 16 South, Range 12 E.W.M.,
as located on the accompanying map, and not in the NW of the NE
of said Section, Township and Range.

Ray DeWitt

Subscribed and sworn to this 6th day of May,
1981. Before me:



J. E. [unclear]
Notary Public of Oregon
My Commission Expires: 3-30-82

SECTION 8 T.16S. R.12E. W.1M

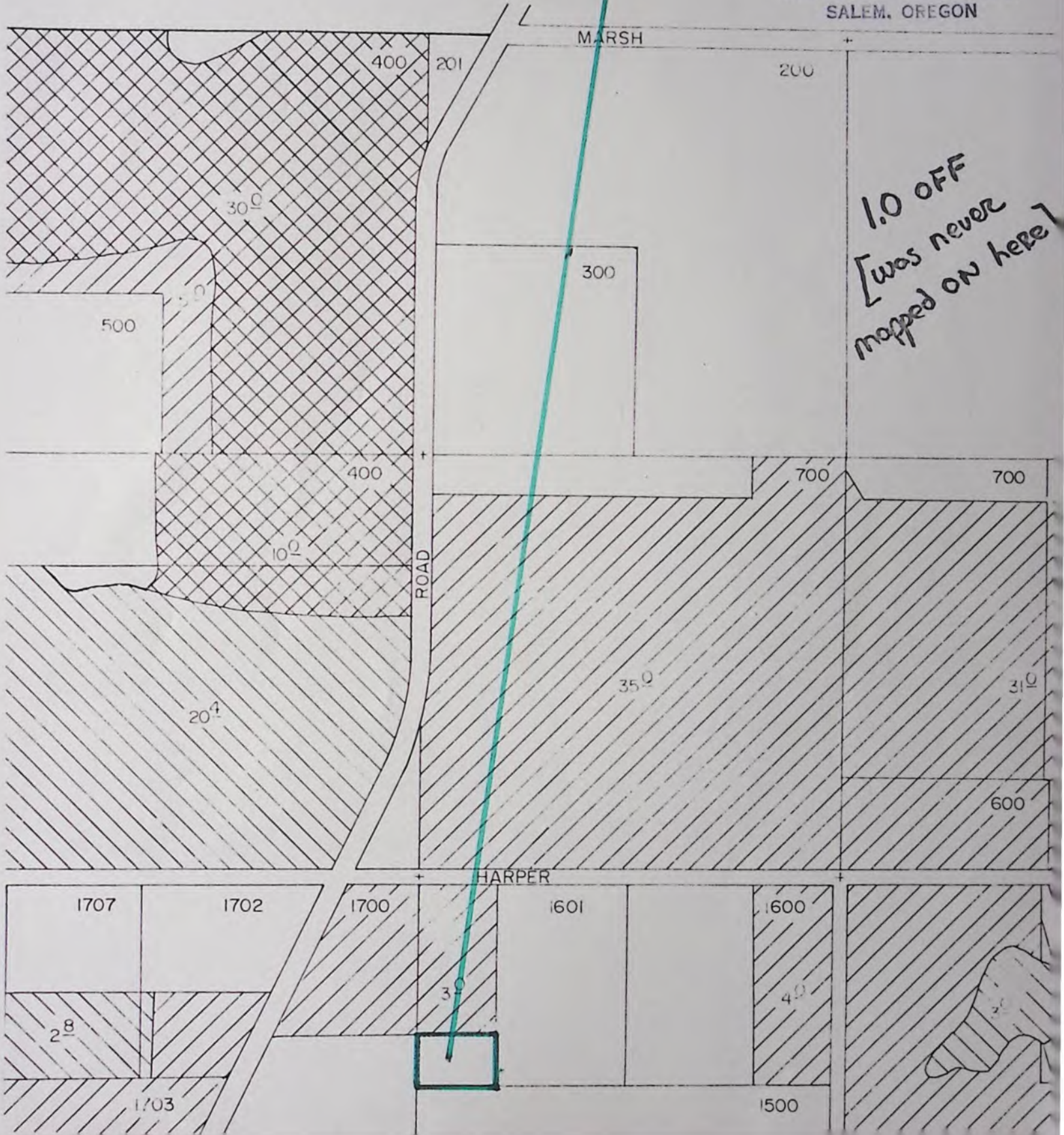
1" = 400'

1.0 ON

RECEIVED

JUN 22 1981

WATER RESOURCES DEPT.
SALEM, OREGON



SECTION 8 T.16S. R.12E. W.1M

1" = 400'

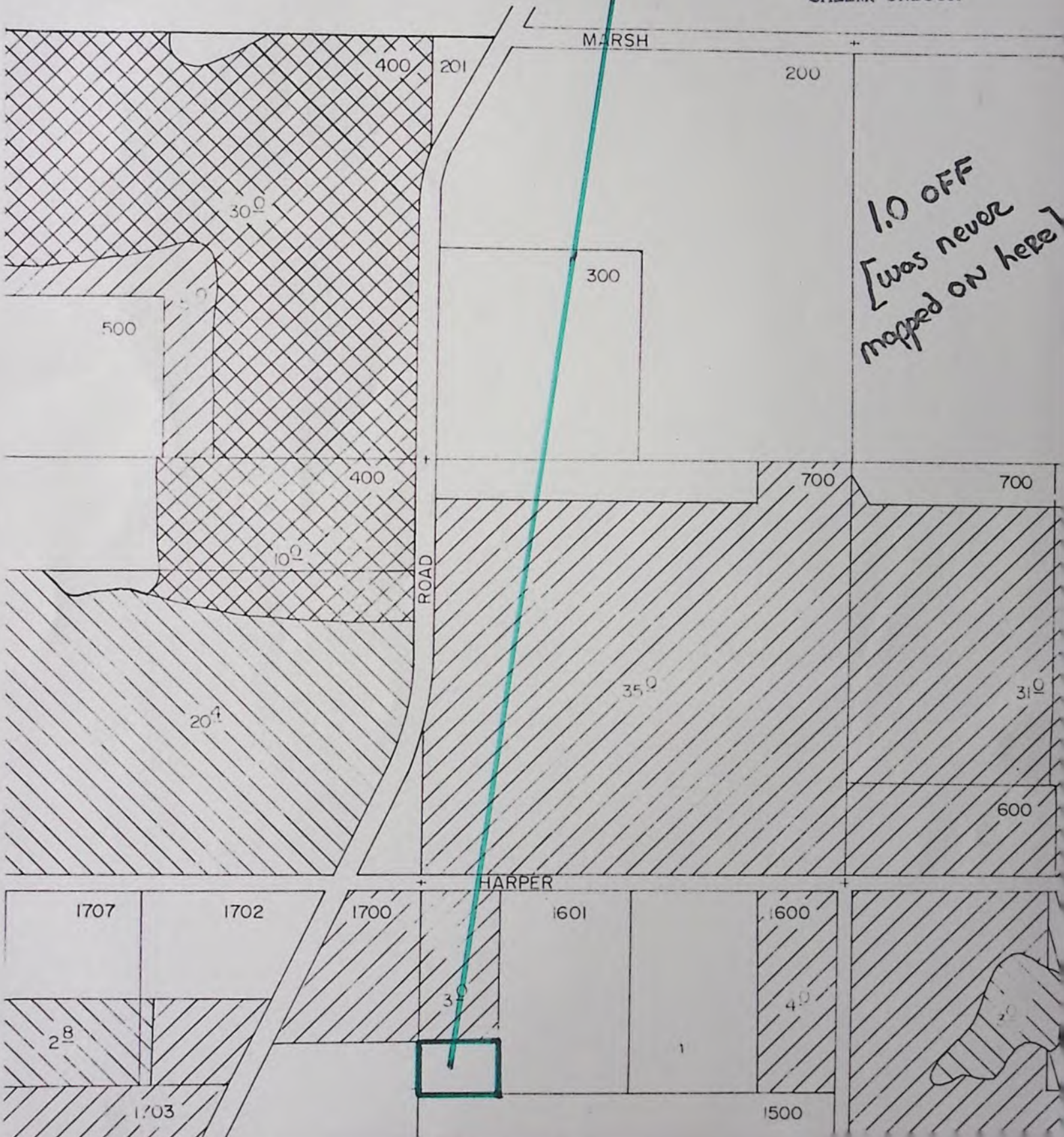
RECEIVED

JUN 22 1981

WATER RESOURCES DEPT.
SALEM, OREGON

1.0 ON

1.0 OFF
[was never
mapped on here]



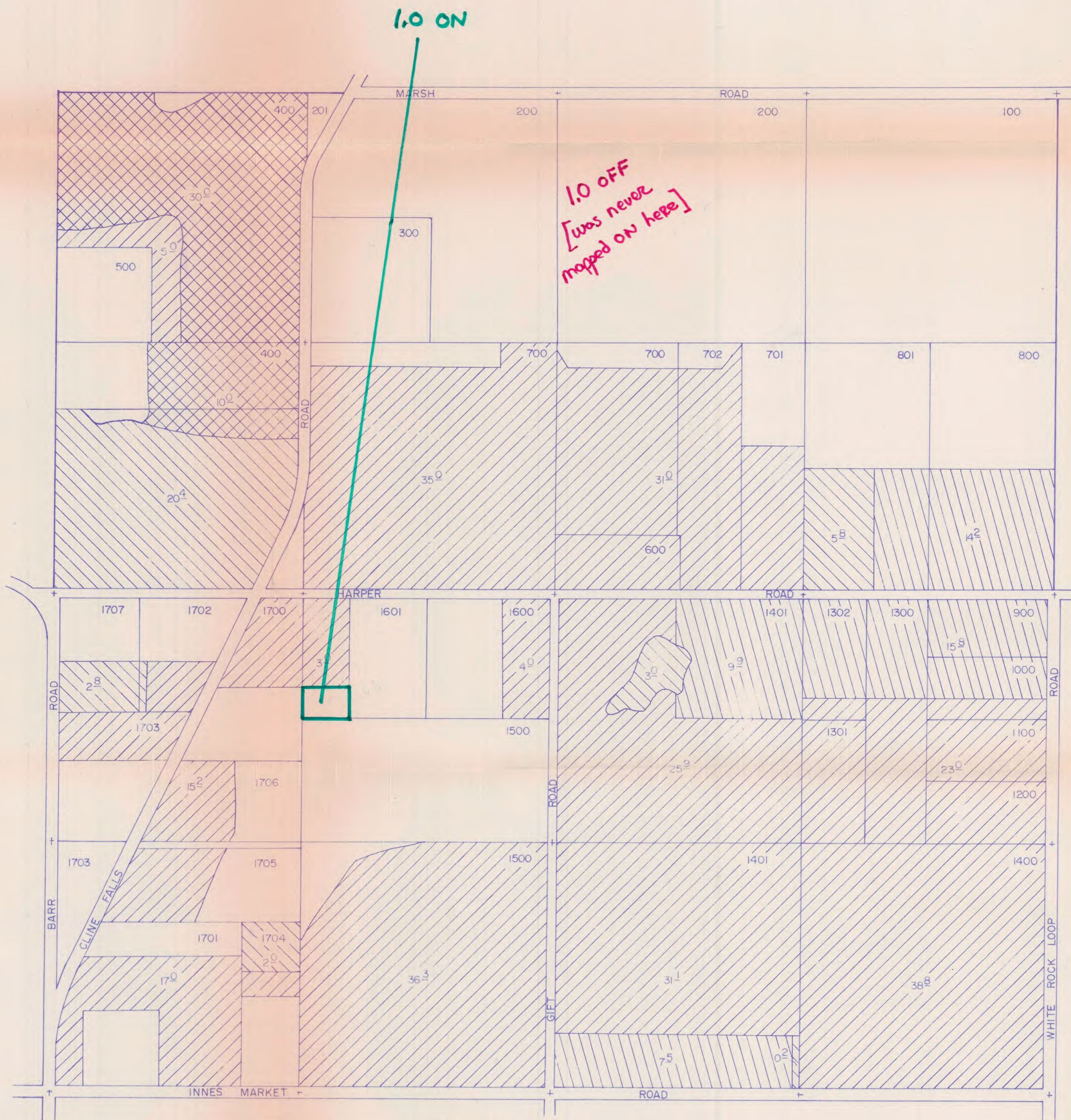
RECEIVED

JUN 22 1981
WATER RESOURCES DEPT.
SALEM, OREGON

T-4163
[AMENDED]

SECTION 8 T.16S. R.12E. W.M.

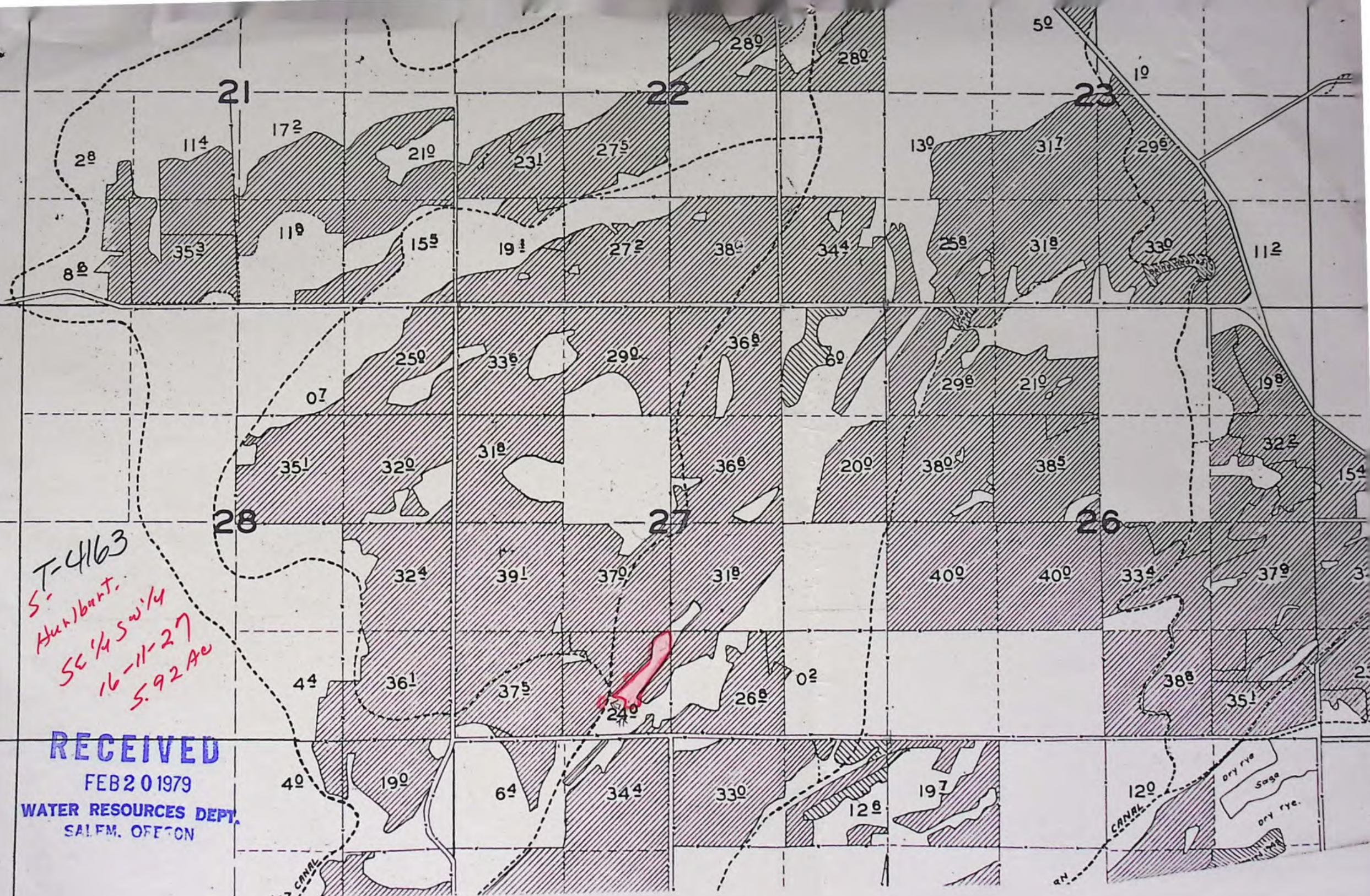
1" = 400'



16-11-27 SE 1/4 SW 1/4
S. Hurlburt

T-4163
S. Hurlburt.
SE 1/4 SW 1/4
16-11-27
S. 92 AC

RECEIVED
FEB 20 1979
WATER RESOURCES DEPT.
SALEM, OREGON



J. TATE
7 AC on
10-11-22 NE 1/4 NW 1/4



Read important additional terms on reverse side of sale agreement & receipt for earnest money before signing. These additional terms regarding Title Insurance, Forfeiture provisions and attorney fees are included in this agreement.

Received of Robert J. Rowell, a single man

400.00

in the form of ☒ check, ☒ cash, ☒ ~~XXXXXX~~ No. 539 on Western Bank _____ as earnest money and part payment

of the following described real estate situated in the ~~XXXX~~

State of Oregon, to wit: Lot 9 of Horizon View Ranches, located in T16S R12EWM, Sec. 8 and also known
tax lot number 1600 of Deschutes County Assessors Map 16-12-8. commonly known as:

for the purchase price of Sixteen Thousand Six Hundred and 00/100 -----Dollars \$16,600.00

8. on the following terms, to wit: The earnest money above received for, \$ 400.00

9. { on _____, 19____ } as additional earnest money, the sum of \$ -0-

10. Upon acceptance of title and delivery of ☐ Deed ☒ Contract the sum of \$ 2,600.00 \$ 3,000.00

11. The balance of Thirteen Thousand Six Hundred and 00/100 -----Dollars \$13,600.00

12. payable as follows: Payments to be amortized over a 15 year term at 9% annual interest, equal monthly

13. payments of \$137.77 (incl. interest) to be made to the seller with complete cash out (balloon pmt

14. to be made on or before 7 years calculated from the date of closing, with no prepayment

15. penalty. Also included in the sale of this property will be a 4 acre water right (transfer)

16. the Tumalo Irrigation District, delivery is not guaranteed by seller. This offer is subject

17. Tumalo Irrigation District approval of locating a headgate to serve the subject (cont. line 4)

18. The purchaser shall pay required assumption costs and reimburse the seller for sums held in the reserve account of any indebtedness assumed in

19. transaction, in addition to the purchase price. If this transaction is subject to purchaser securing a new loan, purchaser agrees to me

20. written application not later than NA, 19____, complete necessary papers, and exert his best efforts to procure s

21. financing; and if transaction is to be financed through FHA or Federal VA, seller agrees to pay the prevailing mortgage discount required by lender; not to exceed \$ NA

22. The property is to be conveyed free and clear of all liens and encumbrances to date except zoning ordinances, building and use restrictions, reservations in Federal patents, benefici

23. utility easements of record, and:

24. Those of Record only.

25. All light fixtures and bulbs, fluorescent lamps, Venetian blinds, window and door screens, storm windows and doors, attached floor coverings, attached television antennas, curto

26. towel and drapery rods, shrubs and trees, and irrigation, plumbing, cooling and heating equipment, including oil tanks, except fireplace equipment that is not attached in any man

27. to the structure, and all fixtures except:

28. No exceptions

29. are to be left upon the premises as part of the property purchased the following personal property is also included as part of the property purch

30. for said purchase price:

31. No inclusions

32. The seller represents: (1) that the above dwelling is connected to (a) ☐ public sewer system; (b) ☐ cesspool or septic tank; (2) that he knows of no material structural defects; (3) that

33. electrical wiring, heating, cooling, and plumbing systems will be in working order at the time purchaser is entitled to possession; (4) that he has no notice of any liens to be assessed agai

34. the property; (5) He will maintain the property and yard in present condition; (6) that he has no notice from any governmental agency of any violation of laws relating to the subject pr

35. erty; except:

36. No Exceptions

37. Seller and purchaser agree to prorate the taxes for the current tax year, rents, interest, and other items as of: date of closing ----- 19____

38. Premiums for existing insurance may be prorated or a new policy issued at purchaser's option. Purchaser agrees to pay the seller for fuel, if any, in storage tank at date of possession

39. Encumbrances to be discharged by seller may be paid at his option out of purchase money at date of closing. Date of closing on or before April 12, 19____

40. The undersigned Sellers and Purchasers direct the selling Realtor to ☒ deposit the earnest money and additional earnest money in Client's Trust Account

41. _____, escrow, the cost of which shall be shared equally between seller and purchaser, or ☐ hold the earnest money and additional ear

42. money until such time as it represents collected funds and then promptly forward it to the listing Realtor to be held in his clients trust account. Possession of the ab

43. described premises is to be delivered to the purchaser on or before April 12, 19____, or as soon thereafter as existing laws and regulat

44. will permit removal of tenants, if any. Time is of the essence of this contract. This agreement is binding upon the heirs, executors, administrators, successors and assigns of the purch

45. and seller. However, if under the terms of this agreement purchaser is being extended credit after closing by the seller, purchaser's rights herein are not assignable without written c

46. sent of the seller.

47. FOR SPECIAL CONDITIONS SEE ATTACHED EXHIBIT property at an appropriate point on the Tumalo Irrigation ditch

48. (lateral) that passes along the eastern property line of subject Lot 9.

49. Listing REALTOR®: LaFranchi Real Estate Phone: 382-1716 Address: 1037 NW Brooks Street Be

50. Selling REALTOR®: LaFranchi Real Estate Phone: 382-1716 By: ML Address: 1037 NW Brooks Street Be

51. AGREEMENT TO PURCHASE Date Feb 20, 19____, A.M. 4:10 P.M.

52. I hereby agree to purchase the above described property in its present condition at the price and on the terms and conditions set forth above, and grant said REALTOR

53. period of 3 days hereafter to secure seller's acceptance hereof, during which period my offer shall not be subject to revocation. Deed or contract is to be prepared in

54. name of Robert J. Rowell (one person only)

55. I acknowledge receipt of a copy of the foregoing offer to buy and earnest money receipt bearing my signature and that of the REALTOR®.

56. PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF A COPY HEREOF AND ACKNOWLEDGES THAT HE HAS NOT RECEIVED OR RELIED UPON ANY STATEMENTS MADE BY THE SELLER C

57. HIS AGENT WHICH ARE NOT HEREIN EXPRESSED.

58. Address 61000 Crown Villa Space 507, Bend, Or. Purchaser: Robert J. Rowell

59. Phone 382-1556 Purchaser: _____

60. AGREEMENT TO SELL Date FEBRUARY 22, 19____, A.M. 2:30

61. I hereby approve and accept the sale of the above described property and the price and conditions as set forth in above agreement and agree to furnish a title insuranc

62. policy continued to date as aforesaid showing good and marketable title, also the said deed or contract.

63. Address 65030 Hiway 20 West SELLER: Ray Bank

64. Phone 382-6425 SELLER: X 1600 tests

65. DELIVERY TO PURCHASER Date 2-22-78, 19____

66. The undersigned purchaser acknowledges receipt of the foregoing earnest money receipt bearing his signature and that of the seller showing acceptance.

67. PURCHASER: Robert J. Rowell PURCHASER: _____

68. SELLERS CLOSING INSTRUCTIONS & FEE AGREEMENT Date March 7, 19____

69. I agree to pay to the above named REALTOR® a fee amounting to \$ 1660.00 (Sixteen Hundred Sixty Dollars) for services rendered in this transaction

70. I authorize said REALTOR® to order title insurance at my expense and further authorize him to pay out of the cash proceeds of sale the expenses of furnishing title insurance, and re

71. cording fees, if any, as well as any encumbrances on said premises payable by me at or before closing. I instruct REALTOR® to place the above described earnest money depos

72. and selected additional earnest money in the depository on lines 40 or 41. I acknowledge receipt of a copy of this contract bearing my signature and that of th

73. purchaser named above, and of REALTOR®. If coop transaction fee divided: Listing Realtor _____ % Selling Realtor _____ %

74. Address 65030 Hiway 20 West, Bend, Or SELLER: X Ray Bank

75. Phone 382-6425 SELLER: X Ray Bank

TUMALO IRRIGATION DISTRICT

64697 COOK AVE.
BEND, OREGON 97701

Phone 382-3053

T-4163

December 19, 1978

RECEIVED

FEB 20 1979

**WATER RESOURCES DEPT.
SALEM, OREGON**

Mr. Wayne Overcash
Water Resources Department
Mill Creek Office Park
555 13th St. NE
Salem, Oregon 97310

Dear Mr. Overcash:

In regards to the water transfer of Ray deWitt and Brad Foote,
I do hereby know of this transfer and approve of its removal
from its location on my property.

If there are any further questions, please advise.

Thank you.

Sincerely,

Herbert M. Stubbs

Bend, Oregon

Nov. 3, 1977

RECEIVED FROM Herbert M. and Joyce L. Stuber, Husband and wife
(hereinafter called "buyer"), the sum of \$ 500.00 in the form of check as earnest money and part payment for the following described real estate: Lots 1 and 2 of Horizon View Ranches located in T16S R12E Sec. 8, in Deschutes County, Oregon. Also known by assessors description as being tax lots numbers 1702 and 1703 of Des. Co. Map 16-12-8, tax code area 2-7.

together with the following personal property: None

for a total purchase price of Forty One Thousand Dollars which we have sold to the buyer subject to the seller's approval

on the following terms, to-wit: The earnest money hereinabove received for \$ 500.00

on an owner's acceptance, 19 , as additional earnest money, the sum of \$

upon delivery (1) of the title report mentioned below and (2) of XXX contract the sum of \$ 11,500.00 \$ 12,000.00

Balance of Twenty Nine Thousand Dollars Dollars \$ 29,000.00

payable as follows: Payments to be amortized over a 15 year term at 9% interest. Equal monthly payments to be \$294.14 inclusive of the (9%) interest. Complete payoff to be made within 5 years of the date of closing. No prepayment penalty to be applied.

RECEIVED

FEB 20 1978

1) Seller shall furnish to buyer in due course of seller's expense a title policy insuring marketable title in an amount equal to the purchase price of the property and real estate. Preliminary to closing, seller shall deliver to buyer a title insurance company's title report showing its willingness so to insure seller's title to said property. If seller does not accept this sale within the period allowed broker below to obtain such acceptance, or if seller's title is not insurable and cannot be made so within 30 days after the date of said preliminary title report, the said earnest money shall be refunded, but buyer's acceptance thereof shall not constitute a warranty, and shall be refundable to him. But if seller accepts this sale and said title is insurable and buyer neglects or refuses to comply with any of said conditions, or to make all said required payments promptly, then said earnest money and additional earnest money, if any, shall be forfeited to seller as liquidated damages and this contract shall be of no further binding effect.
3) The property is to be conveyed by good and sufficient deed, free and clear of all liens and encumbrances excepting zoning ordinances, building and use restrictions, reservations in federal patents, easements of record and Those of record only.

4) Seller shall leave on the premises as part of the property purchased all irrigation, plumbing, heating and built-in appliances, fixtures and equipment including oil tanks but excluding unattached fireplace equipment, water heaters, light fixtures, bulbs and tubes, bathroom fixtures, venetian blinds, shades, drapery and curtain rods, window and door screens, storm doors and windows, attached linoleum, attached television antenna, wall-to-wall carpeting, all shrubs, plants and trees and other attached fixtures not herein expressly reserved or excepted.
5) Taxes for the current year, rents, interest, insurance premiums and other matters shall be prorated between buyer and seller, buyer shall pay seller for oil or other fuel on hand at date of possession and shall reimburse seller for sums held in seller's reserve account, if any, for any indebtedness on said property, all adjustments are to be made as of the date of delivery of possession unless otherwise specified. Encumbrances to be discharged by seller may be paid, at seller's option, out of the purchase money at date of closing. CLOSE IN ESCROW: YES ☒ NO ☐

6) Possession of said premises is to be delivered to buyer on or before December 1, 1977. Time is of the essence hereof. This contract is binding upon the heirs, executors, administrators, successors and assigns of buyer and seller. However, the buyer's rights herein are not assignable without written consent of seller. In any suit or action brought on this contract, the losing party therein agrees to pay the prevailing party therein (1) the prevailing party's reasonable attorney's fees in such suit or action, to be fixed by the trial court, and (2) on appeal if any, similar fees in the appellate court, to be fixed by the appellate court.

Special conditions: Closing and possession to be on December 1, 1977 or before. Closing not to be later than Jan. 1, 1978.

A total of ten (10) acres of Tumalo irrigation water right to be transferred with these parcels.

Broker's Address: 1037 NW Brooks Syreest LaFranchi Real Estate Broker
Phone No. 382-1617/1716 By Shirley LaFranchi

AGREEMENT TO PURCHASE

5:20 p.m. NOV. 3, 19 77

I hereby agree to purchase the above described property in its present condition, for the price and on the terms set forth above and grant to said broker a period of THREE days hereafter to secure seller's acceptance, hereof, during which period my offer shall not be subject to revocation. I acknowledge delivery of an executed copy of this earnest money receipt, said deed or contract to be in the name of HERBERT M. AND JOYCE L. STUBER

Buyer's Address: 62235 POWELL BUTE ROAD Buyer Herbert M. Stuber
Phone No. 352-7406 Joyce L. Stuber

AGREEMENT TO SELL

I hereby approve and accept the above sale for said price and on said terms and conditions and agree to consummate the same as stated. NOVEMBER 4, 1977

Seller's Address: 65030 Hi-way 20 Seller Bradford L. Forte
Phone No. 382-6425 Ray Dwyer

DELIVER PROMPTLY TO BUYER, either manually or by registered mail, a copy hereof showing seller's acceptance. Copy hereof showing seller's signed acceptance sent buyer by registered mail to buyer's above address (return receipt requested) on , 19 .
Buyer acknowledges receipt of the foregoing instrument bearing his signature and that of the seller showing acceptance. Buyer Joyce L. Stuber
DATE: 11/4/77 Return receipt card received and attached to broker's copy , 19 .

SELLER'S CLOSING INSTRUCTIONS

I agree to pay forthwith to said broker a commission amounting to \$ 4100 for services rendered in this transaction, in event of a forfeiture of the deposit, as above provided, same shall be paid to or retained by the broker to the extent of his agreed commission with residue to seller. I authorize said broker to pay out of the proceeds of said sale all title and other expenses and revenue stamps as well as encumbrances on said premises payable by me at or before closing. I direct said broker to deposit in a special trust account all moneys received by him on this transaction until needed in closing. I acknowledge receipt of a copy of this contract bearing signatures of seller and buyer named above.

*Strike whichever word or phrase not applicable and indicate yes or no in paragraph 5.
Seller Bradford L. Forte
Ray Dwyer

TUMALO IRRIGATION DISTRICT

64697 COOK AVE.
BEND, OREGON 97701
Phone 382-3053

T-4163

December 29, 1978

Mr. Wayne Overcash
Water Resources Department
Mill Creek Office Park
555 13th St. NE
Salem, Oregon 97310

RECEIVED

FEB 20 1979

WATER RESOURCES DEPT.
SALEM, OREGON

Dear Mr. Overcash:

In regards to the water transfer of Ray deWitt and Brad Foote,
I do hereby know of this transfer and approve of removal of
8 acres of water from the 20 acres that are in my name, retaining
12 acres for my own use.

If there are any further questions, please advise.

Sincerely,

Richard Wilkerson

~~Frank~~ Wilkerson

FW:job

2/14/79

Please be advised I will send in
contract copy when received
J. Brown

TUMALO IRRIGATION DISTRICT

64697 COOK AVE.
BEND, OREGON 97701

Phone 382-3053

T-4163

December 19, 1978

Mr. Wayne Overcash
Water Resources Department
Mill Creek Office Park
555 13th St. NE
Salem, Oregon 97310

RECEIVED
FEB 20 1979
WATER RESOURCES DEPT.
SALEM, OREGON

Dear Mr. Overcash:

In regards to the water transfer of Ray deWitt and Brad Foote,
I do hereby know of this transfer and approve of its removal
from its location on my property.

If there are any further questions, please advise.

Thank you.

Sincerely,

Carrie M. Duck
(Mrs. John)

SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

of Realtors
1974 Rev. 7/76

DUE TO CLOSE ANY DAY.



Undersigned purchaser agrees to purchase the following described real property situated in the City of TUMALO, County of Deschutes,
of Oregon, to wit: 6.1A LAND(±) - 3A WATER(±) ON MARSCH RD. 16-12-8-711604/1709
ot 4 (legal description)

and commonly known as: MARSCHE RD. off CLINE FALLS RD. - TUMALO
for the purchase price of ELEVEN THOUSAND. AND NO/100 (street address)
on the following terms, to-wit: The earnest money herein received for of TWO HUNDRED AND NO/100 \$ 11,000.00
On _____, as additional earnest money, in the sum of \$ _____
Upon acceptance of title and delivery of ☒ DEED ☐ CONTRACT the sum of \$ 2,000.00
Balance payable after acceptance of title and delivery of deed or contract \$ 8,800.00
payable as follows: BAL. AMORTIZED OVER 15 YRS. AT 9.7%
WITH BALLOON IN 5 YRS. (\$9,800.00 @ 9% for 15 yrs. approx.)
\$84.20 per mo. OR MORE - NO PREPAYMENT PENALTY.

Sellers and Purchasers instruct Realtor, at his option, to place in his Clients' Trust Account, or in a neutral escrow depository in the State of Oregon, the above described earnest money.
Purchaser to pay required assumption fee and reimburse seller for sums held in reserve accounts on any indebtedness assumed in this transaction in addition to the purchase price.

IF NEW LOAN IS REQUIRED, TRANSACTION SUBJECT TO: _____

furthermore, purchaser agrees to make written application not later than _____, 19____, complete necessary papers, and exert his best efforts to procure such financing; and if transaction is to be financed through FHA or Federal VA, seller agrees to pay the prevailing mortgage discount required by lender, not to exceed \$ _____

SPECIAL CONDITIONS: SUBJECT TO MOBILE HOME APPROVAL FROM Deschutes
COUNTY PLANNING DEPT. AND DELIVERY OF 3A WATER TO
THE PROPERTY. SUBJECT TO G.I. APPROVAL OF LOAN.

Seller agrees to pay not more than \$ _____ for repairs if required for financing.
Unless otherwise herein provided, the property is to be conveyed free and clear of all liens and encumbrances, but subject to zoning ordinances, building and use restrictions, reservations in Federal patents, utility easements of record which benefit the premises or area in which the premises is located, and _____ of Record

The seller shall furnish in due course to the purchaser a title insurance policy in the amount of the purchase price from a title insurance company showing good and marketable title. Prior to closing the transaction, the seller, upon request, will furnish to the purchaser a preliminary title report made by a title insurance company showing the condition of the title to said property.

If the seller does not approve sale, or cannot furnish marketable title within 30 days after notice containing a written statement of defects is delivered to seller, or, having approved said sale, fails to consummate the same, the earnest money herein received for shall be refunded, but the acceptance by the purchaser of the refund does not constitute a waiver of other remedies available to him; but, if seller approves sale and title is marketable and the purchaser fails to complete purchase as herein specified within 10 days from the furnishing of a preliminary title report, the earnest money herein received for and any additional earnest money paid or agreed to be paid shall be forfeited to seller as liquidated damages and this contract thereupon shall be of no further binding effect.

All built-in appliances, wall-to-wall carpeting, drapery and curtain rods, window and door screens, storm doors and windows, all irrigation, plumbing, ventilating, cooling and heating fixtures and equipment (including stoker and oil tanks but excluding detached fireplace equipment), water heaters, attached electric light and bathroom fixtures, light bulbs, fluorescent lamps, venetian blinds, awnings, attached linoleum, attached television antenna, all planted shrubs, plants, and trees and all fixtures are to be left upon the premises as part of the property purchased except: NONE

The following personal property in its present condition, unless otherwise stated herein, is included in the purchase price: NONE

The following fixtures are not owned by the seller and are not being sold: NONE

The seller represents: (1) that the above dwelling is connected to (a) ☐ public sewer system; (b) ☐ cesspool or septic tank; (2) that he knows of no material structural defects; (3) that all electrical wiring, heating, cooling, and plumbing systems will be in working order at the time purchaser is entitled to possession; (4) that he has no notice of any liens to be assessed against the property; (5) that he has no notice from any governmental agency of any violation of laws relating to the subject property; except: NONE

The SUBJECT SALE WILL BE CLOSED IN ESCROW, the cost to be borne by the seller if purchaser financing through Federal VA, otherwise the cost shall be shared equally between seller and purchaser.

Prorates of rents, taxes, interest on assumed obligations, insurance premiums (if purchaser assumes existing policy) and other prepaid expenses attributable to the property to be made as of: ☒ date purchaser is entitled to possession, or _____ day(s) after delivery of above mentioned deed or contract, or on _____, 19____.

Seller to pay on final utility bills as of date purchaser is entitled to possession. Purchaser to reimburse seller for heating fuel on premises as of date purchaser is entitled to possession, payment to be handled between purchaser and seller.

Time is the essence of this agreement. Transaction to be closed on or before Dec. 3, 1977, or as soon thereafter as financing documents can be prepared and marketable title delivered.

Possession shall be delivered to purchaser: 30 day(s) after recording of above mentioned deed or contract and disbursement of funds to seller, or on Dec. 3, 1977, or as soon thereafter as existing laws and regulations will permit removal of tenants, if any. Seller to keep subject property insured until

☐ purchaser takes possession or recording of above mentioned deed or contract, whichever date first occurs, or ☒ date purchaser is entitled to possession.

THE PROVISIONS PRINTED ON THE REVERSE SIDE HEREOF WHICH ARE CHECKED BELOW ARE INCLUDED IN THIS AGREEMENT:

☒ ADDITIONAL LAND SALES CONTRACT PROVISIONS
☐ AS IS CLAUSE/INSPECTION REPORT
☐ CONDITION OF WELL CLAUSE
☐ FEDERAL VA APPRAISED VALUE CLAUSE
☐ FHA APPRAISED VALUE CLAUSE
☐ CITY INSPECTION AUTHORIZATION

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the purchaser and seller. However, if under the terms of this agreement purchaser is being extended credit after closing by the seller, purchaser's rights herein are not assignable without written consent of the seller.

The undersigned acknowledges receipt of earnest money from purchaser in the sum of \$ 200.00 evidenced by: ☐ cash, ☒ check

☐ note payable on or before _____

Branch Address: WESTERN BANK - BEND BR. STELTON D. KELLEY Realtor

Branch Phone: _____ Main Office Phone _____ Agent Jane Tillman

Main Office Address _____

PURCHASER (Print) JOHN C. AND CARRIE M. QUICK HEREBY ACKNOWLEDGES RECEIPT OF A

COPY HEREOF AND ACKNOWLEDGES THAT HE HAS NOT RECEIVED OR RELIED UPON ANY STATEMENTS MADE BY THE SELLER OR HIS AGENT WHICH ARE NOT HEREIN EXPRESSED.

This offer to remain open for 2 day(s) from time of purchaser's signature.

Address 64900 HUNNELL RD. Date Nov. 3, 1977 10:00 P.M.

BEND, ORE. Zip 97701 X John C. Quick Purchaser

Phone: Res 302-7190 Bus. Mr. _____ Ms. _____ X Carrie M. Quick Purchaser

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purchaser agrees to make written application not later than _____, 19____, complete necessary papers, and exert his best
effort to secure such financing; and if transaction is to be financed through FHA or Federal VA, seller agrees to pay the prevailing mortgage discount required by lender, not 22

REAL CONDITIONS: Subject To Mobile Home Approval From Deschutes
County Planning Dept. AND Delivery of 3A Water To
The property. Subject To G.I. Approval of Lender

Seller agrees to pay not more than \$ _____ for repairs if required for financing.
Unless otherwise herein provided, the property is to be conveyed free and clear of all liens and encumbrances, but subject to zoning ordinances, building and use restrictions, 31

reservations in Federal patents, utility easements of record which benefit the premises or area in which the premises is located, and _____ of Record 32

The seller shall furnish in due course to the purchaser a title insurance policy in the amount of the purchase price from a title insurance company showing good and marketable
title. Prior to closing the transaction, the seller, upon request, will furnish to the purchaser a preliminary title report made by a title insurance company showing the condition of the
title to said property. 33

If the seller does not approve sale, or cannot furnish marketable title within 30 days after notice containing a written statement of defects is delivered to seller, or, having approved
said sale, fails to consummate the same, the earnest money herein receipted for shall be refunded, but the acceptance by the purchaser of the refund does not constitute a waiver of
other remedies available to him; but, if seller approves sale and title is marketable and the purchaser fails to complete purchase as herein specified within 10 days from the
furnishing of a preliminary title report, the earnest money herein receipted for and any other earnest money shall be forfeited to seller as liquidated
damages and this contract thereupon shall be of no further binding effect. 36

All built-in appliances, wall-to-wall carpeting, drapery and curtain rods, window and door screens, storm doors and windows, all irrigation, plumbing, ventilating, cooling and
heating fixtures and equipment (including stoker and oil tanks but excluding detached fireplace equipment), water heater, attached electric light and bathroom fixtures, light bulbs, 41
fluorescent lamps, venetian blinds, awnings, attached linoleum, attached television antenna, all planted shrubs, plants, and trees and all fixtures are to be left upon the premises as 42
part of the property purchased except: None 43

The following personal property in its present condition, unless otherwise stated herein, is included in the purchase price: None 44

The following fixtures are not owned by the seller and are not being sold: None 45

The seller represents: (1) that the above dwelling is connected to (a) ☐ public sewer system; (b) ☐ cesspool or septic tank; (2) that he knows of no material structural defects; 49
(3) that all electrical wiring, heating, cooling, and plumbing systems will be in working order at the time purchaser is entitled to possession; (4) that he has no notice of any liens to 50
be assessed against the property; (5) that he has no notice from any governmental agency of any violation of laws relating to the subject property; except: None 51

The SUBJECT SALE WILL BE CLOSED IN ESCROW, the cost to be borne by the seller if purchaser financing through Federal VA, otherwise the cost shall be shared equally be- 53
tween seller and purchaser. 54

Prorates of rents, taxes, interest on assumed obligations, insurance premiums (if purchaser assumes existing policy) and other prepaid expenses attributable to the property to 55

be made as of: ☒ date purchaser is entitled to possession, or _____ day(s) after delivery of above mentioned deed or contract, or on _____, 19____ 57
Seller to pay all final utility bills as of date purchaser is entitled to possession. Purchaser to reimburse seller for heating fuel on premises as of date purchaser is entitled 58
to possession, payment to be handled between purchaser and seller. 59

Time is the essence of this agreement. Transaction to be closed on or before Dec. 3, 1977, or as soon thereafter as financing documents can 60
be prepared and marketable title delivered. 61
Possession shall be delivered to purchaser: 30 day(s) after recording of above mentioned deed or contract and disbursement of funds to seller, or on _____ 62

Dec. 3, 1977, or as soon thereafter as existing laws and regulations will permit removal of tenants, if any. Seller to keep subject property insured until 63
☐ purchaser takes possession or recording of above mentioned deed or contract, whichever date first occurs, or ☒ date purchaser is entitled to possession. 64

THE PROVISIONS PRINTED ON THE REVERSE SIDE HEREOF WHICH ARE CHECKED BELOW ARE INCLUDED IN THIS AGREEMENT: 65

☒ ADDITIONAL LAND SALES CONTRACT PROVISIONS
☐ AS IS CLAUSE/INSPECTION REPORT
☐ CONDITION OF WELL CLAUSE
☐ FEDERAL VA APPRAISED VALUE CLAUSE
☐ FHA APPRAISED VALUE CLAUSE
☐ CITY INSPECTION AUTHORIZATION 66

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the purchaser and seller. However, if under the terms of this agreement purchaser 69
is being extended credit after closing by the seller, purchaser's rights herein are not assignable without written consent of the seller. 70

The undersigned acknowledges receipt of earnest money from purchaser in the sum of \$ 200.00 evidenced by: ☐ cash, ☒ check 71

☐ note payable on or before _____ 72

Branch Address: WESTERN BANK - BEND DR. SHELTON D. KELLEY Realtor 73

Branch Phone: _____ Main Office Phone _____ 74

Main Office Address _____ 75

PURCHASER (Print) JOHN C. AND CARRIE M. QUICK 76

COPY HEREOF AND ACKNOWLEDGES THAT HE HAS NOT RECEIVED OR RELIED UPON ANY STATEMENTS MADE BY THE SELLER OR HIS AGENT WHICH ARE NOT HEREIN EXPRESSED. 77

This offer to remain open for 2 day(s) from time of purchaser's signature. 78

Address 64900 HUNNELL RD. 79

Date Nov. 3, 1977 10:00 A.M. 80

BEND, OR. Zip 97701 81

Phone: Res. 382-7190 Bus. Mr. _____ Ms. _____ 82

X John C. Quick Purchaser 80
X Carrie M. Quick Purchaser 81

Seller agrees to sell the described property on the terms and conditions herein specified. Seller agrees to pay above named Realtor the sum of \$ 1100.00 for services 82
rendered in this transaction. In the event purchaser fails to complete the sale as herein provided, the Realtor shall be entitled to receive and retain the earnest money herein receipted 83
for to the extent of the above agreed upon fee, with residue to seller. Seller authorizes Realtor to order title insurance at seller's expense and further authorizes him or Escrow to pay 84
out of the cash proceeds of sale the expenses of furnishing title insurance, of recording fees, of closing costs, and any encumbrances on said premises payable by seller on or before 85
closing. 86
SELLER HEREBY ACKNOWLEDGES RECEIPT OF A COPY HEREOF. 87

Address 65030 HI-WAY 20 W. 88

Date Nov 19, 1977, 2 A.M. 89

BEND, OR. Zip 97701 90

Phone: Res. 382-6425 Bus. Mr. _____ Ms. _____ 91

X Ray D. Smith Seller 89
X Mary Anne Seller 90

Date Nov 16, 1977: _____ A.M. 2:30 P.M. 92

acceptance of this offer by seller: 93

John C. Quick Purchaser 94

Co-op transaction between above named Realtor and LaFranchi Real Estate M on basis, 50 % / 50 % 95

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE. 96

Broker's Initials DRK 97

REALTOR'S COPY

Rec: 2/16/79 T-4163

RELEASE

In regard to the water transfer of Ray DeWitt and Brad Foote, I do hereby know of this transfer and approve of its removal from its location on my property.

DATED:

Craig Smith
CRAIG SMITH

2-2-79

RECEIVED

FEB 20 1979

**WATER RESOURCES DEPT.
SALEM, OREGON**

STATE OF OREGON)
) SS:
COUNTY OF DESCHUTES)

Before me, a Notary Public in and for the County of Deschutes, State of Oregon, personally appeared the above-named Craig Smith and acknowledged the execution of the foregoing Release on this 2nd day of Feb., 1979.

My commission expires 11-5-80.

Lucinda Hansen
NOTARY PUBLIC

RELEASE
1 Page

BABB & HOPP
ATTORNEYS AT LAW
315 N.W. GREENWOOD-P.O. BOX 8
BEND, OREGON 97701
TELEPHONE 389.1010

OREGON ASSOCIATION OF REALTORS®

Bend

Oregon, 3/20, 1978

SALE AGREEMENT & RECEIPT FOR EARNEST MONEY

THIS IS A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

2117

CAUTION: Read important additional terms on reverse side of sale agreement & receipt for earnest money before signing. These additional terms regarding Title Insurance, Forfeiture provisions and attorney fees are included in this agreement.

1. Received of Craig D. Smith and Sandra T. Smithof \$ 200.00in the form of ☐ check, ☐ cash, ☒ note payable upon acceptance

hereinafter called "purchase

as earnest money and part payment

of the following described real estate situated in the City of BendCounty of DeschutesState of Oregon, to wit: Lot 5 Horizon View Ranches (a subdivision in Township 16S, Range 12 E, /Section 8) Assessor's Map #16-12-8 Tax Lot #1705

commonly known as:

Located with 429' frontage on Cline Falls Rdfor the purchase price of Fourteen Thousand Nine Hundred which we have this day sold to the said purchaser, subject to the approval of the sellerDollars \$ 14,900.00

on the following terms, to wit: The earnest money above received for,

\$ 200.009. { on closing of buyers home\$ 300.00

on Owner's acceptance

10. Upon acceptance of title and delivery of ☐ Deed ☒ Contract the sum of\$ 4500.00\$ 5,000.0011. The balance of Nine Thousand Nine HundredDollars \$ 9,900.0012. payable as follows: Land sales contract given to seller's with terms as follows: 5 year term13. at 9% interest and equal monthly payments of \$205.51. Contract to be prepared with buyer14. and seller sharing equally the cost of preparation.

15.

16.

17.

18. The purchaser shall pay required assumption costs and reimburse the seller for sums held in the reserve account of any indebtedness assumed in this

19. transaction, in addition to the purchase price. If this transaction is subject to purchaser securing a new loan, purchaser agrees to make

20. written application not later than N/A, 19 , complete necessary papers, and exert his best efforts to procure such21. financing; and if transaction is to be financed through FHA or Federal VA, seller agrees to pay the prevailing mortgage discount required by lender; not to exceed \$ 00

22. The property is to be conveyed free and clear of all liens and encumbrances to date except zoning ordinances, building and use restriction reservations in Federal patents, beneficial

23. utility easements of record, and:

24. Contract sellers are purchasing on

25. All light fixtures and bulbs, fluorescent lamps, Venetian blinds, window and door screens, storm windows and doors, attached floor coverings, attached television antennas, curtain,

26. towel and drapery rods, shrubs and trees, and irrigation, plumbing, cooling and heating equipment, including oil tanks, except fireplace equipment that is not attached in any manner

27. to the structure, and all fixtures except:

28. see special conditions below

29. are to be left upon the premises as part of the property purchased, the following personal property is also included as part of the property purchased

30. for said purchase price:

31. see below32. The seller represents: (1) that the above dwelling is connected to (a) ☐ public sewer system; (b) ☐ cesspool or septic tank; (2) that he knows of no material structural defects; (3) that all

33. electrical wiring, heating, cooling, and plumbing systems will be in working order at the time purchaser is entitled to possession; (4) that he has no notice of any liens to be assessed against

34. the property; (5) He will maintain the property and yard in present condition; (6) that he has no notice from any governmental agency of any violation of laws relating to the subject prop-

35. erty; except:

36. None37. Seller and purchaser agree to prorate the taxes for the current tax year, rents, interest, and other items as of: April 20 19 78

38. Premiums for existing insurance may be prorated or a new policy issued at purchaser's option. Purchaser agrees to pay the seller for fuel, if any, in storage tank at date of possession.

39. Encumbrances to be discharged by seller may be paid at his option out of purchase money at date of closing. Date of closing on or before April 20 19 7840. The undersigned Sellers and Purchasers direct the selling Realtor to ☐ deposit the earnest money and additional earnest money in41. escrow, the cost of which shall be shared equally between seller and Purchaser, or ☒ hold the earnest money and additional earnest

42. money until such time as it represents collected funds and then promptly forward it to the listing Realtor to be held in his clients trust account. Possession of the above

43. described premises is to be delivered to the purchaser on or before date of closing 19 78 or as soon thereafter as existing laws and regulations

44. will permit removal of tenants, if any. Time is of the essence of this contract. This agreement is binding upon the heirs, executors, administrators, successors and assigns of the purchaser

45. and seller. However, if under the terms of this agreement purchaser is being extended credit after closing by the seller, purchaser's rights herein are not assignable without written con-

46. sent of the seller.

47. ~~FOR SPECIAL CONDITIONS SEE REVERSE SIDE~~ At closing sellers will pay back taxes that have accumulated from48. farm deferral. Buyers to receive a 4 acre Tumalo water right and also a right to use pond, pump,49. and mainline located on Lot 3 for water delivery. This right to be included in contract.50. Listing REALTOR: LaFranchi R.E. VIII Phone: 382-1716 By Address: 1037 NW Brooks51. Selling REALTOR: LaFranchi R.E. VIII Phone: 382-1716 By Address: 1037 NW Brooks52. AGREEMENT TO PURCHASE Date March 20 19 78 A.M. 5 P.M.

53. I hereby agree to purchase the above described property in its present condition at the price and on the terms and conditions set forth above, and grant said REALTOR a

54. period of two days hereafter to secure seller's acceptance hereof, during which period my offer shall not be subject to revocation. Deed or contract is to be prepared in the55. name of Craig D. Smith and Sandra T. Smith

56. I acknowledge receipt of a copy of the foregoing offer to buy and earnest money receipt bearing my signature and that of the REALTOR®.

57. PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF A COPY HEREOF AND ACKNOWLEDGES THAT HE HAS NOT RECEIVED OR RELIED UPON ANY STATEMENTS MADE BY THE SELLER OR

58. HIS AGENT WHICH ARE NOT HEREIN EXPRESSED.

59. Address Star Rt. Box 152 Port Orford, Oregon Purchaser: Craig D. Smith60. Phone 332-2555 97465 Purchaser: Sandra T. Smith61. AGREEMENT TO SELL Date 3/21 19 78 A.M. P.M.

62. I hereby approve and accept the sale of the above described property and the price and conditions as set forth in above agreement and agree to furnish a title insurance

63. policy continued to date as aforesaid showing good and marketable title, also the said deed or contract.

64. Address 65030 Hi-way 20 West SELLER: Ray Seibert65. Phone 382-6425 SELLER: By Stuart LaFranchi as agent for Brad Foote66. DELIVERY TO PURCHASER Date 19

67. The undersigned purchaser acknowledges receipt of the foregoing earnest money receipt bearing his signature and that of the seller showing acceptance.

68. PURCHASER X Craig D. Smith PURCHASER X Sandra T. Smith69. SELLERS CLOSING INSTRUCTIONS & FEE AGREEMENT Date March 21 19 7870. I agree to pay to the above named REALTORS® a fee amounting to \$ Fourteen Hundred Ninety Dollars (\$1490) for services rendered in this transaction.

71. I authorize said REALTOR® to order title insurance at my expense and further authorize him to pay out of the cash proceeds of sale the expenses of furnishing title insurance, and re-

72. cording fees, if any, as well as any encumbrances on said premises payable by me at or before closing. I instruct REALTOR® to place the above described earnest money deposit

73. and selected additional earnest money in the depository on lines 40 or 41. I acknowledge receipt of a copy of this contract bearing my signature and that of the

74. purchaser named above, and of REALTOR®. If coop transaction fee divided: Listing Realtor % Selling Realtor %75. Address 65030 Hi-way 20 West SELLER: Ray Seibert76. Phone 382-6425 SELLER:

TUMALO IRRIGATION DISTRICT

64697 COOK AVE.
BEND, OREGON 97701
Phone 382-3053

T-4163

December 19, 1978

Mr. Wayne Overcash
Water Resources Department
Mill Creek Office Park
555 13th St. NE
Salem, Oregon 97310

RECEIVED

FEB 20 1979

**WATER RESOURCES DEPT.
SALEM, OREGON**

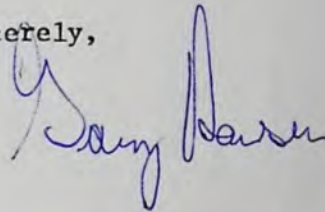
Dear Mr. Overcash:

In regards to the water transfer of Ray deWitt and Brad Foote,
I do hereby know of this transfer and approve of its removal
from its location on my property.

If there are any further questions, please advise.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary Barker". The signature is written in a cursive, flowing style.

and Oregon, Oregon, 11/2/77 IS A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

Read important additional terms on reverse side of sale agreement & receipt for earnest money before signing. These additional terms regarding Title Insurance, Forfeiture provisions and attorney fees are included in this agreement.

Received of GARY J. AND LINDA D. HANSEN, husband and wife.

\$ 500.00 in the form of ☐ check, ☐ cash, ☒ note payable upon sellers acceptance hereinafter called "purchaser,"

as earnest money and part payment for

one of the following described real estate situated in the City of Bend, County of Deschutes
State of Oregon, to wit: A 8.5 acre parcel in 16-12-8 more specifically described as XXXXX Lot 6
Horizon View Ranches. Along with 4 Acres of Tumalo water commonly known as:

(street address)

which we have this day sold to the said purchaser, subject to the approval of the seller,

7. for the purchase price of Forteen Thousand Dollars \$14,000.00

8. on the following terms, to wit: The earnest money above receipted for, \$500.00

9. { on Owner's acceptance 19 } as additional earnest money, the sum of \$

10. Upon acceptance of title and delivery of ☐ Deed ☒ Contract the sum of \$3,500.00

11. The balance of Ten Thousand Dollars \$10,000.00

12. payable as follows: Subject to the terms and conditions of a Land Sales Contract payable at \$150.00

13. per month including interest at 9% per annum until principle and interest are paid in full.

14. Contract is to have a no penalty for payoff clause. This offer is contingent upon purchasers

15. approval of boundry markers, and purchasers being able to install a mobil home on parcel.

16.

17.

18. The purchaser shall pay required assumption costs and reimburse the seller for sums held in the reserve account of any indebtedness assumed in this transaction, in addition to the purchase price. If this transaction is subject to purchaser securing a new loan, purchaser agrees to make

20. written application not later than NA, 19 , complete necessary papers, and exert his best efforts to procure such

21. financing; and if transaction is to be financed through FHA or Federal VA, seller agrees to pay the prevailing mortgage discount required by lender; not to exceed \$ NA

22. The property is to be conveyed free and clear of all liens and encumbrances to date except zoning ordinances, building and use restrictions, reservations in Federal patents, beneficial utility easements of record, and: no encumbrances upon fulfillment of contract obligations

24.

25. All light fixtures and bulbs, fluorescent lamps, Venetian blinds, window and door screens, storm windows and doors, attached floor coverings, attached television antennas, curtain, towel and drapery rods, shrubs and trees, and irrigation, plumbing, cooling and heating equipment, including oil tanks, except replace equipment that is not attached in any manner to the structure, and all fixtures except:

26. NA

28.

29. are to be left upon the premises as part of the property purchased, the following personal property is also included as part of the property purchased

30. for said purchase price: NA

31.

32. The seller represents: (1) that the above dwelling is connected to (a) ☐ public sewer system; (b) ☐ cesspool or septic tank; (2) that he has no knowledge of any structural defects; (3) that all electrical wiring, heating, cooling, and plumbing systems will be in working order at the time purchaser is entitled to possession; (4) that he has no notice of any liens to be assessed against the property; (5) He will maintain the property and yard in present condition; (6) that he has no notice from any governmental agency of any violation of laws relating to the subject property; except:

33. NA

34.

35.

36. Seller and purchaser agree to prorate the taxes for the current tax year, rents, interest, and other items as of: 1 December 1977

37. Premiums for existing insurance may be prorated or a new policy issued at purchaser's option. Purchaser agrees to pay the seller for fuel, if any, in storage tank at date of possession.

38. Encumbrances to be discharged by seller may be paid at his option out of purchase money at date of closing. Date of closing on or before 1 Dec 1977

39. The undersigned Sellers and Purchasers direct the selling Realtor to deposit the earnest money and additional earnest money in Clients trust

40. escrow, the cost of which shall be shared equally between seller and purchaser, or hold the earnest money and additional earnest money until such time as it represents collected funds and then promptly forward it to the listing Realtor to be held in his clients trust account. Possession of the above

41. described premises is to be delivered to the purchaser on or before 1 Dec 1977 or as soon thereafter as existing laws and regulations

42. will permit removal of tenants, if any. Time is of the essence of this contract. This agreement is binding upon the heirs, executors, administrators, successors and assigns of the purchaser

43. and seller. However, if under the terms of this agreement purchaser is being extended credit after closing by the seller, purchaser's rights herein are not assignable without written consent of the seller.

44. FOR SPECIAL CONDITIONS SEE ATTACHED EXHIBIT Special conditions listed in above statement.

45.

46.

47. PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF A COPY HEREOF AND ACKNOWLEDGES THAT HE HAS NOT RECEIVED OR RELIED UPON ANY STATEMENTS MADE BY THE SELLER OR HIS AGENT WHICH ARE NOT HEREIN EXPRESSED.

48. Address 60991 S Hyway 97 #3

49. Phone 382-8479 - Work 382-1015

50. AGREEMENT TO SELL Date NOV. 4, 19 77 8:30 A.M. P.M.

51. I hereby approve and accept the sale of the above described property and the price and conditions as set forth in above agreement and agree to furnish a title insurance

52. policy continued to date as of said showing good and marketable title, also the said deed or contract.

53. Address 65030 Hi-way 20

54. Phone 382-6425

55. DELIVERY TO PURCHASER Date , 19

56. The undersigned purchaser acknowledges receipt of the foregoing earnest money receipt bearing his signature and that of the seller showing acceptance.

57. PURCHASER PURCHASER:

58. SELLERS CLOSING INSTRUCTIONS & FEE AGREEMENT Date NOV. 4, 19 77

59. I agree to pay to the above named REALTORS a fee amounting to FOURTEEN HUNDRED DOLLARS for services rendered in this transaction.

60. I authorize said REALTOR to order title insurance at my expense and further authorize him to pay out of the cash proceeds of sale the expenses of furnishing title insurance, and recording fees, if any, as well as any encumbrances on said premises payable by me at or before closing. I instruct REALTOR to place the above described earnest money deposit

61. and selected additional earnest money in the depository on lines 40 or 41. I acknowledge receipt of a copy of this contract bearing my signature and that of the

62. purchaser named above, and of REALTOR. If coop transaction fee divided: Listing Realtor 50 % Selling Realtor 50 %

63. Address 65030 Hi-way 20

64. Phone 382-6425

JAN 22

T-4163

MR WAYNE Overcash
WATER Resources Dept.
MILL Creek OFFICE PARK
555 13TH ST. NE
SALEM, Oregon 97310

RECEIVED

FEB 20 1979

WATER RESOURCES DEPT.
SALEM, OREGON

Mr. Overcash,

CONCERNING The WATER TRANSFER
OF RAY DeWITT AND BRAD FOOTE,
I do hereby know OF This TRANSFER
AND Approve OF ITS removal
FROM ITS present LOCATION ON MY
PROPERTY.

Sincerely

James W. Beebe
1531 NW 4th
Bend, Ore 97701

OREGON ASSOCIATION OF REALTORS®

Bend

Oregon, Mar. 6, 1978

SALE AGREEMENT & RECEIPT FOR EARNEST MONEY

21170

CAUTION: Read important additional terms on reverse side of sale agreement & receipt for earnest money before signing. These additional terms regarding Title Insurance, Forfeiture provisions and attorney fees are included in this agreement.

1. Received of James W. Becker, a single person

2. The sum of \$ 100.00 in the form of ☐ check, ☒ cash, ☐ note payable hereinafter called "purchaser,"

3. the purchase of the following described real estate situated in the XXXX as earnest money and part payment for

4. and State of Oregon, to wit: Lots 7 and 8 of Horizon View Ranches, located in T 16 S, R 12 EWM. County of Deschutes

5. (legal description) commonly known as:

6. which we have this day sold to the said purchaser, subject to the approval of the seller, for the purchase price of Thirty Thousand Dollars Dollars \$ 30,000.00

8. on the following terms, to wit: The earnest money above received for, \$ 100.00

9. { XXXX XXXXXXXXXX } as additional earnest money, the sum of \$ 1900.00

10. Upon acceptance of title and delivery of ☐ Deed ☒ Contract the sum of \$ 3000.00

11. The balance of Twenty-Five Thousand and no (Foote) Dollars \$ 25,000.00

12. payable as follows: Payments to be made in annual installments beginning Nov. 1, 1978, amortized over

13. a period of 15(fifteen) years with complete cash out to seller(balloon pmt) to be made on

14. Nov. 1, 1983, with no prepayment penalty. First annual installment to be \$3010.50, and

15. likewise thereafter until cash out on Nov. 1, 1983. Also included in the sale of this property

16. will be an 8(eight) acre water right(transfer) in the Tumalo Irrigation District.

17. Interest rate on remaining balance(\$25,000.00) to be calculated at 8 1/2% per annum.

18. The purchaser shall pay required assumption costs and reimburse the seller for sums held in the reserve account of any indebtedness assumed in this

19. transaction, in addition to the purchase price. If this transaction is subject to purchaser securing a new loan, purchaser agrees to make

20. written application not later than NA, 19, complete necessary papers, and exert his best efforts to procure such

21. financing; and if transaction is to be financed through FHA or Federal VA, seller agrees to pay the prevailing mortgage discount required by lender; not to exceed \$ NA

22. The property is to be conveyed free and clear of all liens and encumbrances to date except zoning ordinances, building and use restrictions, reservations in Federal patents, beneficial

23. utility easements of record, and:

24. Those of record only

25. All light fixtures and bulbs, fluorescent lamps, Venetian blinds, window and door screens, storm windows and doors, attached floor coverings, attached television antennas, curtain,

26. towel and drapery rods, shrubs and trees, and irrigation, plumbing, cooling and heating equipment, including oil tanks, except fireplace equipment that is not attached in any manner

27. to the structure, and all fixtures except:

28. No exceptions

29. are to be left upon the premises as part of the property purchased, the following personal property is also included as part of the property purchased

30. for said purchase price:

31. No inclusions

32. The seller represents: (1) that the above dwelling is connected to (a) ☐ public sewer system; (b) ☐ cesspool or septic tank; (2) that he knows of no material structural defects; (3) that all

33. electrical wiring, heating, cooling, and plumbing systems will be in working order at the time purchaser is entitled to possession; (4) that he has no notice of any liens to be assessed against

34. the property; (5) He will maintain the property and yard in present condition; (6) that he has no notice from any governmental agency of any violation of laws relating to the subject prop-

35. erty; except:

36. No exceptions

37. Seller and purchaser agree to prorate the taxes for the current tax year, rents, interest, and other items as of: date of closing 19

38. Premiums for existing insurance may be prorated or a new policy issued at purchaser's option. Purchaser agrees to pay the seller for fuel, if any, in storage tank at date of possession.

39. Encumbrances to be discharged by seller may be paid at his option out of purchase money at date of closing. Date of closing on or before May 1, 1978

40. The undersigned Sellers and Purchasers direct the selling Realtor to deposit the earnest money and additional earnest money in Clients Trust Account

41. escrow, the cost of which shall be shared equally between seller and Purchaser, or ☐ hold the earnest money and additional earnest

42. money until such time as it represents collected funds and then promptly forward it to the listing Realtor to be held in his clients trust account. Possession of the above

43. described premises is to be delivered to the purchaser on or before May 1, 1978 or as soon thereafter as existing laws and regulation

44. will permit removal of tenants, if any. Time is of the essence of this contract. This agreement is binding upon the heirs, executors, administrators, successors and assigns of the purchase

45. and seller. However, if under the terms of this agreement purchaser is being extended credit after closing by the seller, purchaser's rights herein are not assignable without written con-

46. sent of the seller.

47. FOR SPECIAL CONDITIONS SEE ATTACHED EXHIBIT No special conditions

48.

49. Listing REALTOR®: LaFranchi R.E. Phone: 382-1716 Address: 1037 NW Brooks St-Bend, Or

50. Selling REALTOR®: LaFranchi R.E. Phone: " By " Address: "

51. AGREEMENT TO PURCHASE Date March 6, 1978, A.M. 4:30 P.M.

52. I hereby agree to purchase the above described property in its present condition at the price and on the terms and conditions set forth above, and grant said REALTOR®

53. period of 3 days hereafter to secure seller's acceptance hereof, during which period my offer shall not be subject to revocation. Deed or contract is to be prepared in th

54. name of James W. Becker (one person only)

55. I acknowledge receipt of a copy of the foregoing offer to buy and earnest money receipt bearing my signature and that of the REALTOR®.

56. PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF A COPY HEREOF AND ACKNOWLEDGES THAT HE HAS NOT RECEIVED OR RELIED UPON ANY STATEMENTS MADE BY THE SELLER OR

57. HIS AGENT WHICH ARE NOT HEREIN EXPRESSED.

58. Address 1531 NW 4th Bend, Oregon 97701 Purchaser: James W. Becker

59. Phone 382-6677 Purchaser: "

60. AGREEMENT TO SELL Date March 6, 1978, A.M. 5:00 P.M.

61. I hereby approve and accept the sale of the above described property and the price and conditions as set forth in above agreement and agree to furnish a title insurance

62. policy continued to date as aforesaid showing good and marketable title, also the said deed or contract.

63. Address 65030 HiWay 20 West, Bend, Or SELLER: Ray Schmitt

64. Phone 382-6425 SELLER: "

65. DELIVERY TO PURCHASER Date ", 19

66. The undersigned purchaser acknowledges receipt of the foregoing earnest money receipt bearing his signature and that of the seller showing acceptance.

67. PURCHASER PURCHASER:

68. SELLERS CLOSING INSTRUCTIONS & FEE AGREEMENT Date March 7, 19 78

69. I agree to pay to the above named REALTORS® a fee amounting to \$ 3000.00 for services rendered in this transaction

70. I authorize said REALTOR® to order title insurance at my expense and further authorize him to pay out of the cash proceeds of sale the expenses of furnishing title insurance, and

71. closing fees, if any, as well as any encumbrances on said premises payable by me at or before closing. I instruct REALTOR® to place the above described earnest money depo

72. and selected additional earnest money in the depository on lines 40 or 41. I acknowledge receipt of a copy of this contract bearing my signature and that of

transaction fee divided: Listing Realtor " % Selling Realtor " %



Water Resources Department

MILL CREEK OFFICE PARK

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

PHONE 378-3066 or
1-800-452-7813

October 29, 1980

Barry R. Holling
c/o Tumalo Irrigation District
64697 Cook Avenue
Bend, OR 97701

Dear Mr. Holling:

REFERENCE: File number T-4163

This will acknowledge receipt of your application for extension of the time limit in which to complete the change in place of use under transfer number 4163, and your fees in the amount of \$10, for which our receipt number 21280 is enclosed.

From the examination of your application for extension, it appears due diligence has been exercised and the time, therefore, is being extended to October 1, 1981, to allow you the opportunity to fully complete the authorized change in place of use of water from Tumalo Creek, et al.

Sincerely,

SAMUEL R. ALLISON
Supervisor
Transfer Section

SRA:wpc
cc: Robert F. Main, Jr., Watermaster
Enclosure
0444A
2760A

COPY

Application No.

Application for Extension of Time for Transfer of Water Right

To the WATER RESOURCES DIRECTOR OF OREGON:

RECEIVED
OCT 27 1980
WATER RESOURCES DEPT
SALEM, OREGON

I, Barry R. Holling
(Name of applicant)
of Route 1, Box 91
(Mailing address) Yoncalla
(City)
State of Oregon, 97499, 849-2450
(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 28, 1979, approving transfer application No. 4163,
in the name of Tumalo Irrigation District *.
as requested by R. C. DeWitt and B. L. Foote

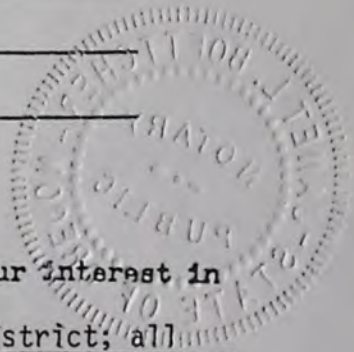
The following has been accomplished toward completion of the
change within the time allowed, which expired on October 1, 1980:

I NOW HAVE 600' OF BURIED MAINLINE
I HAVE BUILT A WATER HOLDING POND
I HAVE 94 ACRES IN ALFALFA - GRASS

(If for irrigation, how many acres, total, are now irrigated)
NO WATER APPLIES THIS YEAR.

*If you are not the applicant named above, please explain your interest in
this matter. I am a water user in the Tumalo Irrigation District; all
certificates in the Tumalo area are maintained in the district's name.
The water is appurtenant to my property.

10-27-80
310.00
#21208



I DO NOT PRESENTLY LIVE ON THE PROPERTY, SO I
CAN'T REALLY USE MY PUMP TO IRRIGATE, I WILL
BE ABLE TO DO THIS IN THE '81' SEASON.

AFFIDAVIT OF APPLICANT

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of October
19 81

[Notarial Seal]

Notary Public for Oregon

-My commission expires 5/10/83



TO:

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 or
1-800-452-7813

October 14, 1980

Dennis and Janel Flannery
c/o Tumalo Irrigation District
64697 Cook Avenue
Bend, OR 97701

Dear Mr. and Mrs. Flannery:

REFERENCE: Files numbered T-4123 and T-4163

This will acknowledge receipt of two applications for extension of the time limits in which to complete the changes in place of use under transfers numbered 4123 and 4163, and your fees in the amount of \$20, for which our receipts numbered 20950 and 20951 are enclosed.

From the examination of your applications for extension, it appears due diligence has been exercised and the time, therefore, is being extended to October 1, 1981, to allow you the opportunity to fully complete the authorized changes in place of use of water from Tumalo Creek, et al.

Sincerely,

SAMUEL R. ALLISON
Supervisor
Transfer Section

SRA:wpc
cc: Robert F. Main, Jr., Watermaster
Enclosure
0444A
2601A

COPY

Application No. 4163

Application for Extension of Time for Transfer of Water Right

RECEIVED

OCT 9 1980

WATER RESOURCES DEPT
SALEM, OREGON

To the WATER RESOURCES DIRECTOR OF OREGON:

I, Robert Brown
(Name of applicant)
of 18930 Pinehurst
(Mailing address), Bend
(City)
State of Oregon, 97701, 388-4623
(Zip Code) (Phone number)

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

under the terms of an order of the Water Resources Director entered on
June 28, 1979, approving transfer application No. 4163,
in the name of Tumalo Irrigation District *.
as requested by Raymond C. DeWitt and Bradford L. Foote

The following has been accomplished toward completion of the
change within the time allowed, which expired on October 1, 1980:

Have had 2 ponds constructed and installed 430' of pipe; cleared
land in preparation for planting (5 acres). Installed pump delivery
system.

(If for irrigation, how many acres, total, are now irrigated)

*If you are not the applicant named above, please explain your interest in
this matter. The water is appurtenant to my land. As a water user in the
Tumalo Irrigation District, all water right certificates are issued in the
name of the District and identify lands which have appurtenant water rights
by legal description.

ext to 10-1-87 per
SJA

10-9-80
\$10.00
#20972

To fully complete the change, it will be necessary to accomplish the following: Finish planting and actually apply the water to the crop.

I am unable to complete the change under the terms of the order, within the time allowed, because have only lived in the area two months' time and was not able to get all of the construction done so as to apply the water during this irrigation season.

and request that the time for completion be extended to October 1, 1981.

AFFIDAVIT OF APPLICANT

I, Robert Brown, 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 10th day of September

19 80.

Robert L. Brown

Subscribed and sworn to before me this 10th day of September, 19 80.



[Notarial Seal]

Janet L. Boettcher
Notary Public for Oregon
My commission expires May 10, 1983

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 or
1-800-452-7813

October 14, 1980

Robert Brown
c/o Tumalo Irrigation District
64697 Cook Avenue
Bend, OR 97701

Dear Mr. Brown:

REFERENCE: File number T-4163

This will acknowledge receipt of an application for extension of the time limits in which to complete the change in place of use under transfer number 4163, and your fees in the amount of \$10, for which our receipt number 20972 is enclosed.

From the examination of your application for extension, it appears due diligence has been exercised and the time, therefore, is being extended to October 1, 1981, to allow you the opportunity to fully complete the authorized change in place of use of water from Tumalo Creek, et al.

Sincerely,

SAMUEL R. ALLISON
Supervisor
Transfer Section

SRA:wp
cc: Robert F. Main, Jr., Watermaster
Enclosure
0444A
2598A

COPY

Application No.

Application for Extension of Time for Transfer of Water Right

RECEIVED

OCT 08 1980

WATER RESOURCES DEPT
SALEM, OREGON

To the WATER RESOURCES DIRECTOR OF OREGON:

I, Dennis D. and Janel A. Flannery
(Name of applicant)
of c/o Tumalo Irrigation District, 64697 Cook Avenue, Bend
(Mailing address) (City)
State of Oregon, 97701, 382-3053
(Zip Code) (Phone number)

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

under the terms of an order of the Water Resources Director entered on
June 28, 19 79, approving transfer application No. 4163,
in the name of Raymond C. DeWitt and Bradford L. Foote, Tumalo *.
Irrigation District, to several parties, including Dennis Flannery (4.18 acres)

The following has been accomplished toward completion of the
change within the time allowed, which expired on October 1, 1980:

We have cleared 4.18 acres of land, had a pond excavated and sealed

(If for irrigation, how many acres, total, are now irrigated)

*If you are not the applicant named above, please explain your interest in
this matter. All certificates are recorded in the name of Tumalo Irrigation
District. I purchased the water right formerly on the property of DeWitt
and Foote, a partnership.

Ext to 10-1-81
SRb

To fully complete the change, it will be necessary to accomplish the following: before the next irrigation season, we will install mainline for irrigation, plant, and then will be able to irrigate next irrigation season (1981)

I am unable to complete the change under the terms of the order, within the time allowed, because have only been on the property one year; there was previously no existing system or water rights; have expended a considerable sum in installing the pond

and request that the time for completion be extended to October 1, 1981.

AFFIDAVIT OF APPLICANT

I, Dennis D. and Janel A. Flannery, 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 6th day of October

1980

Subscribed and sworn to before me this 6th day of October, 1980

[Notarial Seal]

Dennis D. and Janel A. Flannery

Janet L. Boettcher

Notary Public for Oregon

My commission expires May 10, 1983

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

Receipt # 20950
\$10-
10/8/80



Water Resources Department
MILL CREEK OFFICE PARK

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

PHONE 378-3066

June 30, 1980

Tumalo Irrigation District
64697 Cook Avenue,
Bend, Oregon, 97701

Attention: Jan Boettcher

In reference to our telephone conversation of June 25, 1980, I am returning your letter and maps concerning Mr. Becker's part of transfer No. 4163. It may be appropriate to submit a transfer application for the 3.0 acres, depending on the actual location and irrigated status at the property.

Sincerely,

SAMUEL R. ALLISON
Supervisor
Transfer Section

SRA/jw

Enclosure

(503) 378-3966
1-800-452-7813

April 25, 1980

Sharyn Hurlburt
c/o Tumalo Irrigation District
64697 Cook Avenue
Bend, OR 97701

REFERENCE: File No. T-4163

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. 4163, for a change in place of use of water from Tumalo Creek, et. al., 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,

SAMUEL R. ALLISON
Supervisor
Transfer Section

SRA:avs

cc: Robert F. Main, Jr., Watermaster

0647A Super Copy

TUMALO IRRIGATION DISTRICT

64697 COOK AVE.
BEND, OREGON 97701
Phone 382-3053

July 17, 1980

Sam Allison
Water Resources Department
555 13th Street N. E.
Salem, Oregon 97310

RECEIVED
JUL 18 1980
WATER RESOURCES DEPT
SALEM, OREGON

RE; Transfer #4163

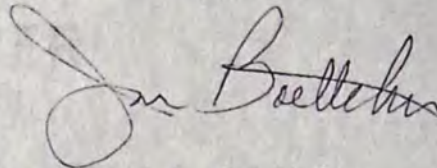
Dear Sam:

Enclosed is the correction required by Mr. Becker in reference to the above transfer.

All other water rights owned by Mr. Becker are currently being irrigated as recorded on the map.

Sincerely,

TUMALO IRRIGATION DISTRICT



Janet L. Boettcher
District Manager

JLB:st

RECEIVED
JUL 18 1980
WATER RESOURCES DEPT
SALEM, OREGON

June 26, 1980

Water Resources Department
State of Oregon
c/o Tumalo Irrigation District
64697 Cook Avenue
Bend, Oregon 97701

RE: Transfer #4163

Gentlemen:

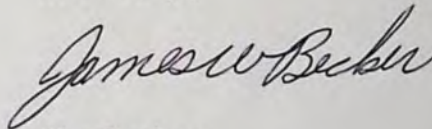
In the preparation of mapping for transfer #4163 regarding my property, per legal description following, an error was made in placing 1.0 acre water right in parcel 8; it should have been placed on parcel 7.

Township 16 South, Range 12 EWM, Section 8
Parcel #7 and Parcel #8

I am enclosing a map showing the correct apportionment according to my original intent. The District made an error in originally allocating the water on the map forwarded with the transfer application and has agreed that the change should be made.

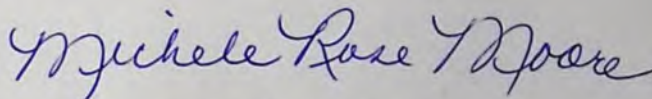
I would appreciate your making this correction. Thank you for your cooperation.

Sincerely,



Jim Becker

Notarized:



MICHELE ROSE MOORE
Notary Public, State of Ohio
My Commission Expires Sept. 26, 1984



This 30th day of June, 1980.

Becker - 4.0 AC

4.0 AC

3.0 Already on
1.0 transferred
In ROL

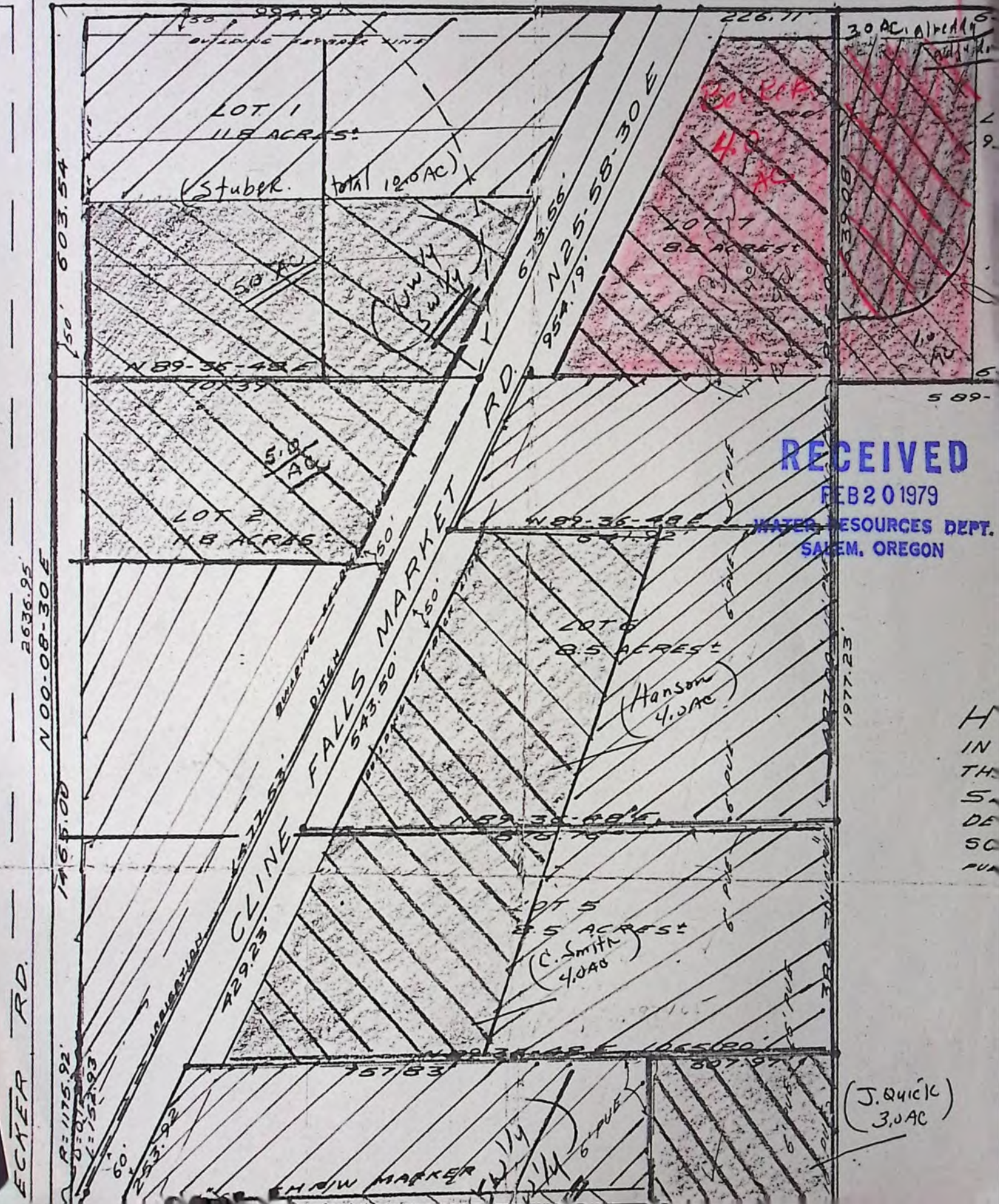
NW 1/4 SW 1/4
16S 12E 8

16S 12E 8

COR. SEC. 8

N 89-36-48 E

HARPER RD



RECEIVED

FEB 20 1979

WATER RESOURCES DEPT.
SALEM, OREGON

H
IN
TH.
S.
DE
SC
PUN

(J. Quick)
3.0 AC

RECEIVED
MARCH 23 1980
WATER RESOURCES DEPT
SALEM, OREGON

NOTICE OF COMPLETION OF CHANGE IN

place of use of water from Tumalo Creek, et al

PURSUANT TO TRANSFER APPLICATION NO. 4163

I, Sharyn Hurlburt, hereby certify that completion
of works and use of water to the extent intended within the provisions
of the order of the Water Resources Director approving said water
right transfer application was accomplished by May 10, 1979

March 26, 1980
Date

Sharyn V. Hurlburt
Signature

OK
Qcy

Please complete and return to Tumalo Irrigation District
64697 Cook Avenue
Bend, Oregon 97701

TUMALO IRRIGATION DISTRICT

64697 COOK AVE.
BEND, OREGON 97701

Phone 382-3053

January 31, 1980

RECEIVED
FEB 5 1980
WATER RESOURCES DEPT
SALEM, OREGON

Sam Allison
Water Resources Dept.
555 13th Street N.E.
Salem, Oregon 97310

RE: Transfer 4163 - Extension Request

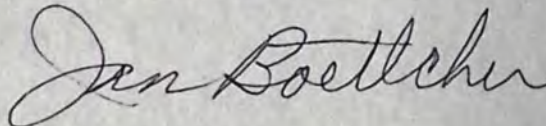
Dear Sam:

Would you please extend for one year's time the notice of completion due date for our water user, document as enclosed.

Thank you for your attention to this matter.

Sincerely,

TUMALO IRRIGATION DISTRICT



Jan Boettcher

JB:st

May we please have a copy when you issue your decision.

Enclosures: 2



Water Resources Department

MILL CREEK OFFICE PARK

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

PHONE 378-3066

February 6, 1980

Barry R. Holling
Route 1, Box 91
Yoncalla, Oregon 97499

RE: File No. T-4163

Dear Mr. Holling:

We are returning your request for extension of time for application of water from Deschutes River, and your check for \$10.

We cannot act on an extension request until the time for beneficial application of water has passed.

If, by October 1, 1980, you still need more time, resubmit the application for extension of time, along with the \$10 fee.

In the meantime, you should make every effort to apply the water this summer since diligence in putting the water to beneficial use is required before a water right can be verified or an extension of time granted.

Sincerely,

Samuel R. Allison
Supervisor
Transfer Section

SRA:lcj
cc: Tumalo Irrigation District



Water Resources Department

MILL CREEK OFFICE PARK

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

PHONE 378-3066

August 21, 1979

John S. Tate
c/o Tumalo Irrigation District
64697 Cook Avenue
Bend, Oregon 97701

RE: File No. T-4163

Dear Mr. Tate:

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. 4163, in the names of Raymond C. DeWitt and Bradford L. Foote, for a change in place of use of water from Tumalo Creek, et al, was received.

After all of the completion notices for this transfer have been received, a survey will be scheduled.

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,

Samuel R. Allison
Supervisor
Transfer Section

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

COPY



Water Resources Department

MILL CREEK OFFICE PARK

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

PHONE 378-3066

August 21, 1979

James W/ Becker
c/o Tumalo Irrigation District
64697 Cook Avenue
Bend, Oregon 97701

RE: File No. T-4163

Dear Mr. Becker:

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. 4163, in the names of Raymond C. DeWitt and Bradford L. Foote, for a change in place of use of water from Tumalo Creek, et al, was received.

After all of the completion notices for this transfer have been received, a survey will be scheduled.

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,

Samuel R. Allison
Supervisor
Transfer Section

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

COPY

RECEIVED

AUG 15 1979

WATER RESOURCES DEPT
SALEM, OREGON

NOTICE OF COMPLETION OF CHANGE IN

place of use of water from Tumalo Creek, et al

PURSUANT TO TRANSFER APPLICATION NO. 4163

I, James W Becker, hereby certify that completion
of works and use of water to the extent intended within the provisions
of the order of the Water Resources Director approving said water
right transfer application was accomplished by Aug 1st, 1979.

Aug-7-79
Date

James W Becker
Signature

Please complete and return to Tumalo Irrigation District
64697 Cook Avenue
Bend, Oregon 97701

OK
fin

RECEIVED

AUG 15 1979

WATER RESOURCES DEPT
SALEM, OREGON

NOTICE OF COMPLETION OF CHANGE IN

place of use of water from Tumalo Creek, et al

PURSUANT TO TRANSFER APPLICATION NO. 4163

I, JOHN S. TATE, hereby certify that completion
of works and use of water to the extent intended within the provisions
of the order of the Water Resources Director approving said water
right transfer application was accomplished by June 1, 1979

8/6/79
Date

John S. Tate
Signature

Please complete and return to Tumalo Irrigation District
64697 Cook Avenue
Bend, Oregon 97701

ok
lis



Water Resources Department

MILL CREEK OFFICE PARK

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

PHONE 378-3066

July 3, 1979

Raymond C. DeWitt and
Bradford L. Foote
c/o Tumalo Irrigation District
64697 Cook Avenue
Bend, Oregon 97701

RE: File No. T-4163

Gentlemen:

Enclosed is a certified copy of the order of the Water Resources Director approving water right transfer application No. 4163 for a change in place of use of water from Tumalo Creek, et al.

The time in which to accomplish completion of the works and beneficial use of water to the extent intended, as authorized by the order, expires on October 1, 1980. A form for reporting such completion of works and use of water is enclosed for your convenience.

You should give particular attention to the time limit for carrying out the change authorized by the enclosed order. The water right for any portion of an authorized change in use theretofore made or change in place of use NOT carried out within the time allowed, or within an extension thereof, will be lost. An extension of the time limit can be allowed only upon a showing that diligent effort has been made to complete the actual change within the time allowed.

Sincerely,

Wayne J. Overcash
Water Rights Engineer

WJO:lcj

cc: Robert F. Main, Jr., Watermaster

total 5.92 Ac From Horizon View Ranches
SW 1/4 SW 1/4 16S 12E 8

SEC. 27 T. 16 S. R. 11 E. W. M.

DEPT. NUMBER 234

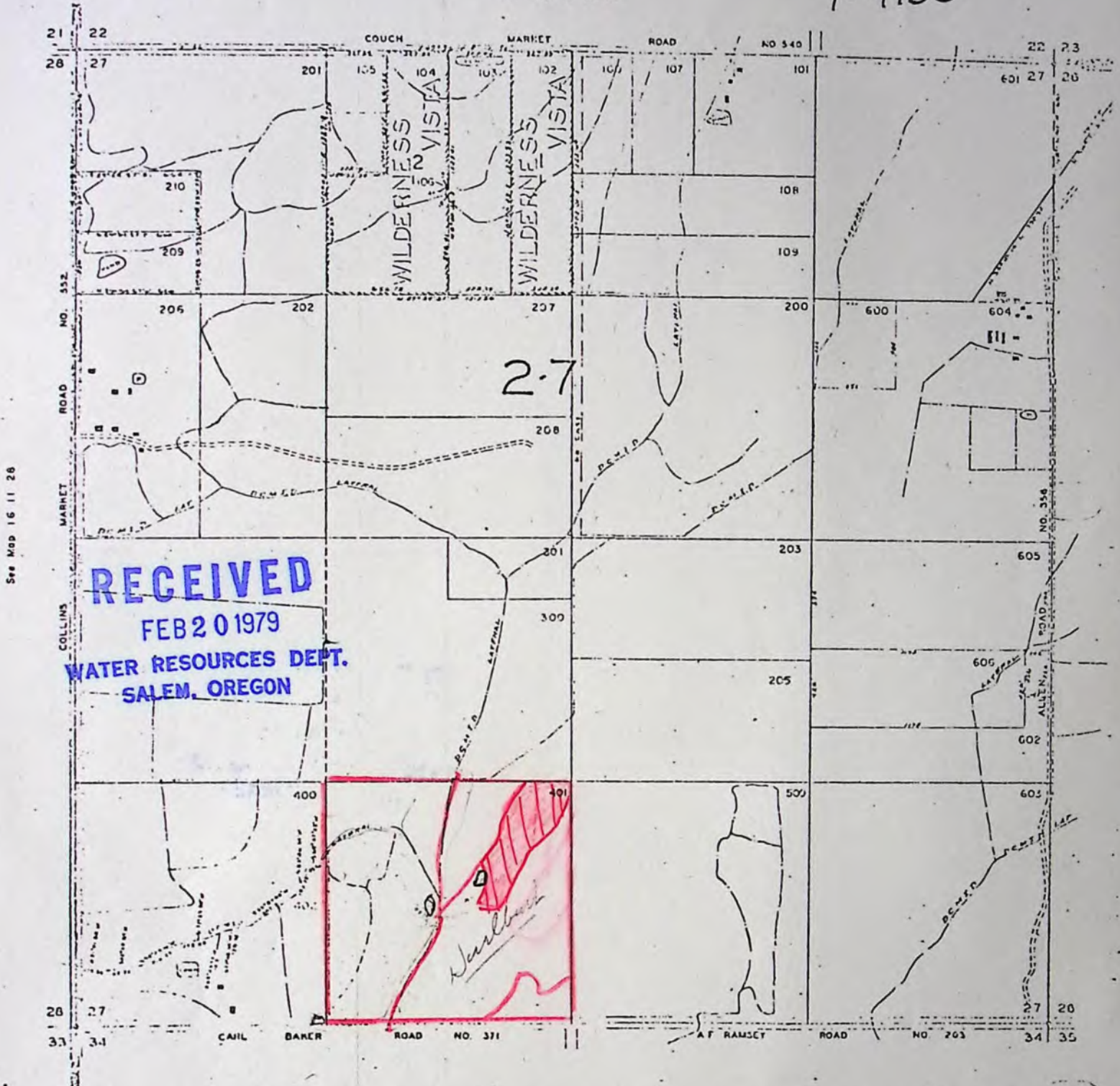
16 11 2

DESCHUTES COUNTY

SCALE: 1" = 400'

See Map 16 11 22

T-4163



To

See Map 16 11 34
S Hurlburt.

5.92 AC. on in Rel. 16 11 27

(See adjudication map.)

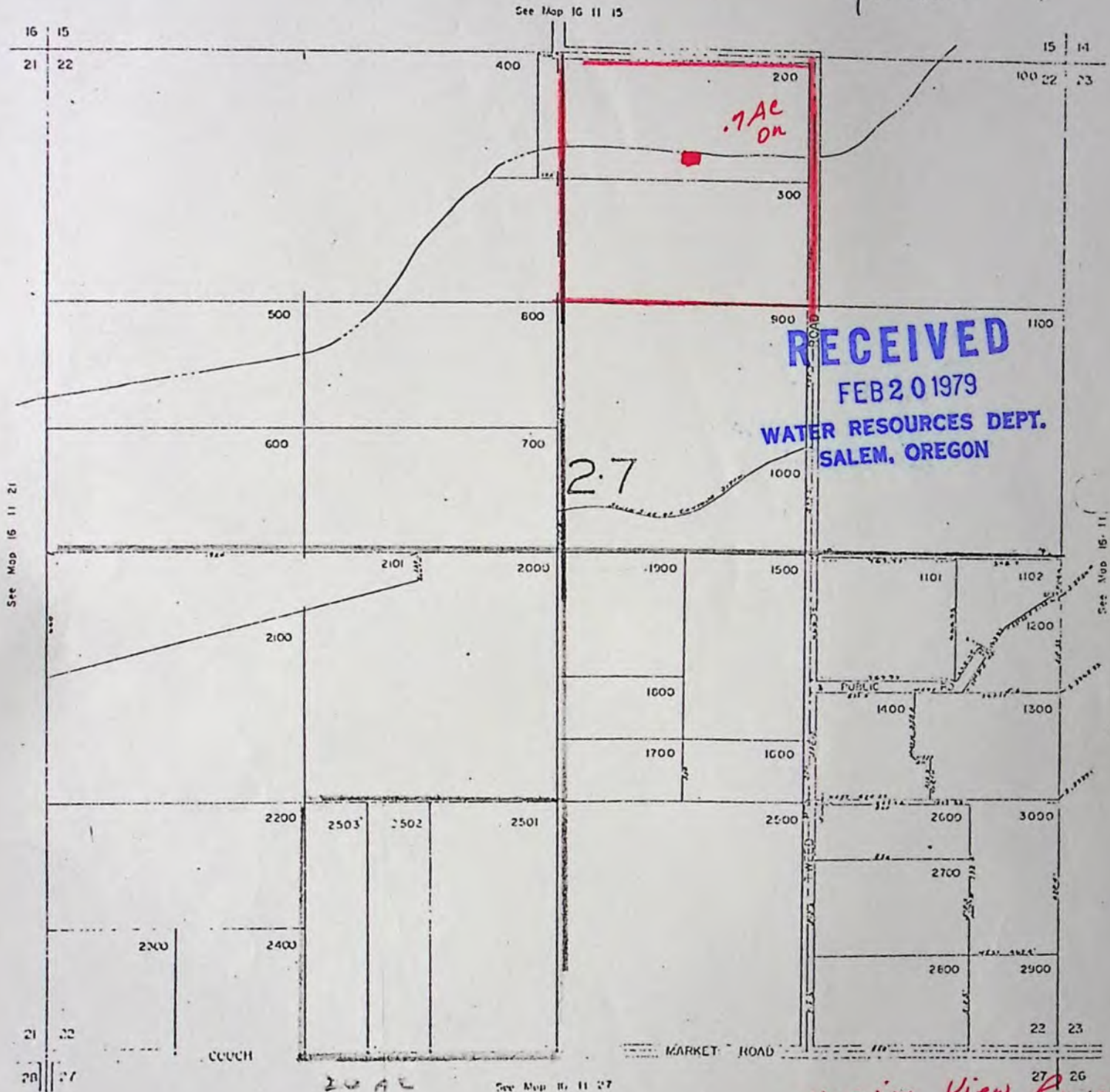
SE 1/4 SW 1/4 16S 11E 27

SECTION 22 T1G5. R11E.W1M.
DESCIUTES COUNTY
1"=400'

to
J. TATE
22-16-11
NW 1/4 NE 1/4

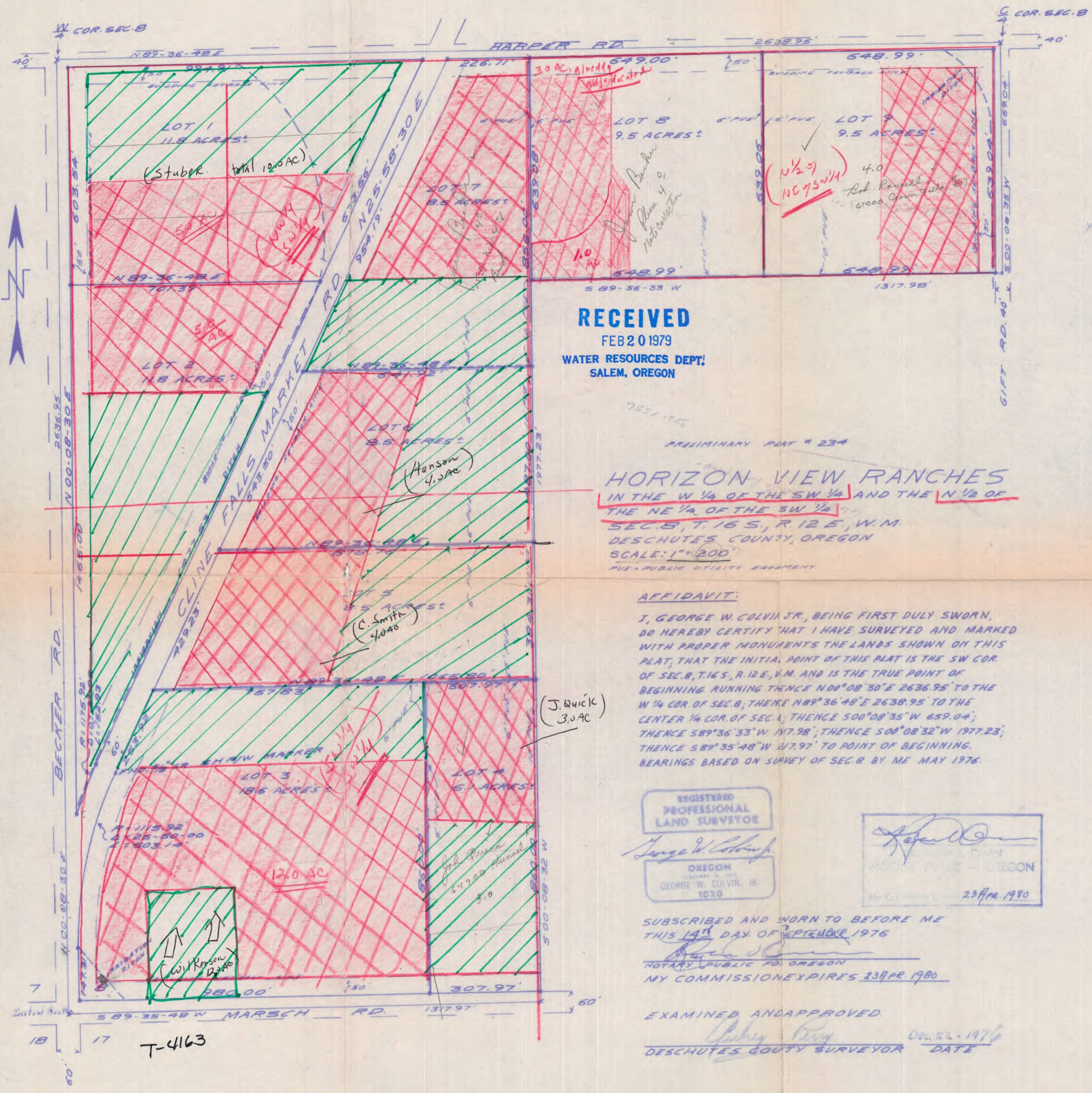
16 11 2

T-4163



See Map 16 11 27

Horizon View Ranches
16 11 22
From - ~~Horse~~
SW 1/4 SW 1/4 16 11 E 8



DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT HELEN M. MCKEE, RAYMOND C. DEWITT AND BRADFORD L. FOOTE ARE THE OWNERS OF THE LANDS SHOWN ON THIS PLAT AND CAUSED SAID LANDS TO BE SURVEYED AND PLATTED INTO LOTS AS SHOWN HEREON, AND THAT WE DO DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS ON THIS PLAT OF "HORIZON VIEW RANCHES"; AND THAT WE DO HEREBY SUBMIT FOR APPROVAL AND RECORD SAID PLAT AND DO HEREBY SEEK SUCH APPROVAL.

Raymond C. Dewitt
RAYMOND C. DEWITT
Bradford L. Foote
BRADFORD L. FOOTE

ACKNOWLEDGEMENT:
ON THIS 17 DAY OF Nov. 1976, BEFORE ME APPEARED HELEN M. MCKEE, RAYMOND C. DEWITT & BRADFORD L. FOOTE TO ME PERSONALLY KNOWN, WHO BEING DULY SWORN, HAVE ACKNOWLEDGED THAT THEY HAVE EXECUTED THE ABOVE DEDICATION FREELY AND VOLUNTARILY FOR THE PURPOSES THEREIN DESIGNATED. IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND SEAL THIS DAY AND YEAR.

Carl U. Hopp
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES 10-23-79

RECEIVED
MAR 21 1979
WATER RESOURCES DEPT.
SALEM, OREGON

APPROVALS:
I HEREBY CERTIFY THAT ALL TAXES, ASSESSMENTS, FEES, AND OTHER CHARGES REQUIRED BY LAW TO BE PLACED ON THESE LANDS HAVE BEEN PAID.

T. J. Hopp 12/21/76
DESCHUTES COUNTY ASSESSOR DATE
John L. Smith 12-21-76
DESCHUTES COUNTY TAX COLLECTOR DATE
Leslie D. Morgan 12/23/76
DESCHUTES COUNTY PLANNING DIRECTOR DATE
Don Haddock 12/24/76
CHAIRMAN, DESCHUTES COUNTY PLANNING COMMISSION DATE
Steve Shering 12-23-76
DESCHUTES COUNTY DIRECTOR OF PUBLIC WORKS DATE
Donald E. Smith 12-28-76
DESCHUTES COUNTY COMMISSIONER DATE
Robert J. Haddock 12-28-76
DESCHUTES COUNTY COMMISSIONER DATE
Bill Montgomery 12/28/76
DESCHUTES COUNTY COMMISSIONER DATE
Ronald P. Walker Nov 10, 1976
VICE-PRES DATE
TUMALO IRRIGATION DISTRICT

GENERAL NOTES:
1. SEWAGE; INDIVIDUAL SEPTIC TANKS AND DRAIN FIELDS.
2. WATER; INDIVIDUAL WELLS
3. ALL LOTS SUBJECT TO 10' UTILITY EASEMENT ON SIDES AND NEAR LINES UNLESS OTHERWISE SHOWN.
4. TOTAL ACREAGE; 92.8 ACRES± "EXCLUDING ROADS"
99.4 ACRES± "INCLUDING ROADS"
PLAT FILED FOR RECORD
DESCHUTES COUNTY CLERK

HORIZON VIEW RANCHES
IN THE W 1/4 OF THE SW 1/4 AND THE N 1/2 OF THE NE 1/4 OF THE SW 1/4 SEC. 8, T. 16 S., R. 12 E., W. M. DESCHUTES COUNTY, OREGON
SCALE: 1"=200'
PUE - PUBLIC UTILITY EASEMENT

AFFIDAVIT:
I, GEORGE W. COLVIN JR., BEING FIRST DULY SWORN, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND MARKED WITH PROPER MONUMENTS THE LANDS SHOWN ON THIS PLAT; THAT THE INITIAL POINT OF THIS PLAT IS THE SW COR. OF SEC. 8, T. 16 S., R. 12 E., W. M. AND IS THE TRUE POINT OF BEGINNING RUNNING THENCE N00°08'30"E 2636.95' TO THE W 1/4 COR. OF SEC. 8; THENCE N89°36'48"E 2638.95' TO THE CENTER 1/4 COR. OF SEC. 8; THENCE S00°08'35"W 659.04'; THENCE S89°36'33"W 1317.98'; THENCE S00°08'32"W 1977.23'; THENCE S89°35'48"W 1317.97' TO POINT OF BEGINNING. BEARINGS BASED ON SURVEY OF SEC. 8 BY ME MAY 1976.

REGISTERED
PROFESSIONAL
LAND SURVEYOR
George W. Colvin Jr.
OREGON
EXPIRES 10-1-1979
GEORGE W. COLVIN, JR.
1020

John L. Smith
NOTARY PUBLIC - OREGON
23 APR. 1980

SUBSCRIBED AND SWORN TO BEFORE ME THIS 14th DAY OF SEPTEMBER 1976
John L. Smith
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES 23 APR. 1980

EXAMINED AND APPROVED
John L. Smith Dec. 22 - 1976
DESCHUTES COUNTY SURVEYOR DATE

TOWNSHIP <u>16 S</u> RANGE <u>12 E</u> W. M. Card #1																SECTION <u>8</u>		
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			
								30° 22°			16°							53
																Spec. Or. V. 12 p. 235		54
												11°	20°	38° 40°		Spec. Or. V. 12 p. 244		64
		27°					9°									Superseded by 31410		72
					9°											Cert. No.		87
		11°	39°		20°	29°		34°	32°	19°						Decree, Vol. 16 p. 180 Findings, Vol. 15 p. 321		26508 (1)
												38°	24°	18°		Decree, Vol. 16 p. 180 Findings, Vol. 15 p. 322		26508 (2)
				15°	1°	33°		2°	2°			3°	0°			3263	19628	26050
		38°		29°		38°	3°	34°	32°	36°	38°	35°	38°	38°		3263	19628	26050
		39°														Supplemental		
		38°		15°	30°	33°	38°	3°	37°	34°	36°	38°	38°	38°		1343	629	26051
					30°	13°										Supplemental		
		33°														Trs. Sp. Or. V. 11 p. 123		
		33°														Trs. Sp. Or. V. 11 p. 123		
		38°														Trs. Sp. Or. V. 11 p. 123		
				30°												37234	27840	24

Misc He #68
5.5 A. w/ cancelled
3° Location?

2 Location?
3.0 at NE SW

TOWNSHIP <u>16 S</u> RANGE <u>12 E</u> W. M. Card #2																SECTION <u>8</u>		
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			
ACREAGE IN LOT OR LEGAL SUBDIVISION AS SHOWN ON GOVERNMENT PLAT, IF OTHER THAN 40 ACRES																		
		38°	39°	15°	30°	33°	38°	3°	37°	34°	36°	38°	38°	38°	38°	37241	27841	37
				15°												Trs. Sp. Or. V. 12 p. 114		out
				15°												Trs. Sp. Or. V. 12 p. 114		out
								35°								38440	28622	14
								35°								38441	28623	14
																Trs. Sp. Or. V. 12 p. 114		out
		38°	39°		20°	38°	3°	37°	34°	36°	38°	38°	38°	38°		Deschutes River	31412	
																T-2939 (26508)		2
																T-3989 (26508)		2
																T-4163 (out)		
																T-4163 (in)		

[illegible]

RECEIVED
MAY 18 1979
WATER RESOURCES DEPT.
SALEM, OREGON

May 14, 1979

Tumalo Irrigation District
64697 Cook Avenue
Bend, OR 97701

Re: DeWitt-Foote - Water Right Transfer Application

Gentlemen:

Consent is hereby given to the proposed places of
use of water rights, as located in transfer application file
No. T-4163.

Helen M. McKee
Helen M. McKee

5/16/79
Dear Mr. Overcash In Regards to Oregon View
T# 4163 Please advise if anything else is needed.
Thank you.
Jeanine Brown



Water Resources Department

MILL CREEK OFFICE PARK

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

PHONE 378-3066

May 8, 1979

Jeannine Brown
Tumalo Irrigation District
64697 Cook Avenue
Bend, Oregon 97701

RE: File No. T-4163

Dear Ms. Brown:

Enclosed is a copy of the letter to your District from John F. Rodda dated March 15, 1979. We will need a copy of the document authorizing John F. Rodda to act for Helen M. McKee in the matter of transferring water rights, as proposed by transfer application No. 4163.

Sincerely,

Wayne J. Overcash
Water Rights Engineer

WJO:lcj

RECEIVED
MAR 21 1979
WATER RESOURCES DEPT.
SALEM, OREGON

March 15, 1979

Tumalo Irrigation District
64697 Cook Avenue
Bend, OR 97701

Re: DeWitt-Foote - Water Right Transfer Application

Gentlemen:

Consent is hereby given to the proposed places of
use of water rights, as located in transfer application file
No. T-4163.

Helen M. McKee

By John F. Rodda
John F. Rodda
Attorney-in-Fact for
Helen M. McKee



Water Resources Department
MILL CREEK OFFICE PARK

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

PHONE 378-3066

February 26, 1979

Jeannine Brown
Tumalo Irrigation District
64697 Cook Avenue
Bend, Oregon 97701

RE: File No. T-4163

Dear Ms. Brown:

The water right transfer application in the names of Ray DeWitt and Brad Foote for approval of a change in place of use of water, together with supporting data and fees in the amount of \$30, was received February 20, 1979. Our receipt No. 9202 is enclosed.

There is one acre less listed in item No. 13 than listed in item No. 8. According to the maps submitted, it appears that one additional acre of water right should be listed in item No. 8 as being transferred to Lot 8 of the subdivision in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, T 16S, R 12E, W.M. An area has been indicated in Lot 8 as an area to receive a right, but the area shaded is less in size than the one acre noted.

The copy of the Amendment and Modification to the Land Sales Contract indicates that Helen M. McKee authorizes the transfer of water rights, but only to lands owned by Raymond C. DeWitt and Bradford L. Foote. The information supplied in item No. 13 indicates that it is proposed to transfer most of the water to lands owned by other parties. If so, we will need an additional statement signed by Helen M. McKee advising that she is agreeable to the proposed places of use as located in the transfer application.

I am returning the transfer application together with the print of the subdivision map and the copy of the Amendment and Modification to the Land Sales Contract. Please refer any correspondence to file No. T-4163.

Sincerely,

Wayne J. Overcash
Water Rights Engineer

WJO:lcj

Contract
from Helen M. McKee
to DeWitt & Foote

13258

AMENDMENT AND MODIFICATION
TO LAND SALES CONTRACT

VOL 286 PAGE 662

RECEIVED

FEB 20 1979

T-4163

WATER RESOURCES DEPT.
SALEM, OREGON

RECITALS:

WHEREAS, Seller, HELEN M. MCKEE, surviving widow of C. J. MCKEE, SR., and Buyer, RAYMOND C. DeWITT and BRADFORD L. FOOTE, desire to amend and modify that certain Land Sales Contract and Release Agreement executed the 1st day of June, 1976, a Memorandum of which is recorded in Book 234, Page 532, Deed Records of Deschutes County, Oregon; and,

RECEIVED

MAR 21 1979

WATER RESOURCES DEPT.
SALEM, OREGON

WHEREAS, Buyer, subsequent to the execution of the original contract document, has subdivided the subject property; and,

WHEREAS, Buyer now desires that Seller place in escrow deeds for each of the lots named in the Subdivision Plat Number 234, entitled "Horizon View Ranches"; and,

WHEREAS, Buyer desires Seller to authorize the transfer of water rights of approximately 29.9 acres from the subject property to other properties owned by Buyer; and,

WHEREAS, Seller desires monthly payments rather than one annual payment,

NOW, THEREFORE, it is hereby agreed between Buyer and Seller that that certain Contract and Release Agreement entered into between Seller and Buyer on June 1, 1976, for the sale and purchase of the following described property, to wit:

The West One-half of the Southwest One-quarter and the North One-half of the Northeast One-quarter of the Southwest One-quarter of Section 8, Township 16 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon, EXCEPT those portions which may lie within the right of way of existing County roads.

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WATER RESOURCES DEPT.

SALEM, OREGON

VOL 286 PAGE 663

Commencing at the language on Page 2 of the Land Sales

Contract and Release Agreement reading,

"... commencing November 1, 1977, and a like payment on November 1 of each year thereafter plus interest thereon all deferred balances at the rate of 8-1/2 per cent per annum from November 1, 1977, until said purchase price plus interest is fully paid."

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MAR 21 1979

shall be modified and amended to read:

WATER RESOURCES DEPT.
SALEM, OREGON

"... commencing November 1, 1977, and a like amount on November 1 each year thereafter plus interest on all deferred balances at the rate of 8-1/2 percent per annum from November 1, 1977, to and including November 1, 1978, at which time the then remaining principal balance of the purchase price shall be paid in monthly installments of \$1,000 each plus interest on all deferred balances at the aforesaid rate of 8-1/2 per cent per annum, the first of such installments to be paid on December 1, 1978, and subsequent installments to be paid on the first day of each month thereafter until the entire purchase price, including both principal and interest, is paid in full."

Page 5, Paragraph entitled "Transfer of Title", shall be modified and amended to read:

"Seller agrees that when said purchase price is fully paid she will deliver to the Buyers good and sufficient warranty deed or deeds conveying said premises, or such parcels thereof that have not been previously conveyed as hereinabove provided, in fee simple unto the Buyers, their heirs and assigns, free and clear of encumbrances as of the date of this contract, and free and clear of encumbrances since said date placed, permitted or arising by, through or under the Seller, excepting, however, any encumbrances assumed by the Buyers, and further excepting all liens and encumbrances created by the Buyers or their assigns."

Seller and Buyer hereby amend and modify the contract to read:

"Authorization for Transfer of Water Rights: Seller hereby authorizes Buyer to transfer approximately 29.9 acres of Tumalo Irrigation District water rights from the property covered by said contract to any lands within the Tumalo Irrigation District owned by Buyer and to which Tumalo Irrigation Company agrees."

DATED this 19th day of October, 1978.

SELLER

Helen M. McKee
Helen M. McKee

BUYER

Raymond C. Dewitt
Raymond C. DewittBradford L. Foote
Bradford L. Foote**RECEIVED**

MAR 21 1979

STATE OF OREGON)
County of Deschutes) ss.October 19, 1978. **WATER RESOURCES DEPT.
SALEM, OREGON**Personally appeared the above-named RAYMOND C. DEWITT
and acknowledged the foregoing instrument to be his voluntary
act. Before me:Judith M. Setzer
Notary Public for Oregon
My Commission Expires: 6/7/80**RECEIVED**

FEB 20 1979

**WATER RESOURCES DEPT.
SALEM, OREGON**

INDEX 13258

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record
the 31 day of Oct A.D. 1978
at 4:52 o'clock P M., and recorded
in Book 286 on Page 662 Records
of L. O. O. O.

ROSEMARY PATTERSON

County Clerk

By Annie P. Patterson Deputy



KNOW ALL MEN BY THESE PRESENTS, That BRADFORD L. FOOTE

of Bend in the County of Deschutes and State of
Oregon have made, constituted and appointed, and by these presents do make, consti-
tute and appoint MARY E. FOOTE

of Bend in the County of Deschutes and
State of Oregon true and lawful attorney, for me and in my name, place
and stead to execute all documents in regard to sale or purchase of
any property of whatsoever nature, including personal and real
property, and to do all things necessary in the conduct of my
business ventures and operation of my household.

giving and granting unto my said Attorney full power and authority to do and perform all and every
act and thing whatsoever requisite and necessary to be done, as fully, to all intents and purposes, as I
might or could do if personally present, with full power of substitution and revocation, hereby ratifying and
confirming all that my said attorney or her substitute shall lawfully do or cause
to be done, by virtue thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of
November, 1977

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WATER RESOURCES DEPT.
SALEM, OREGON

Bradford L. Foote
Bradford L. Foote

STATE OF OREGON,

County of Deschutes

ss.

BE IT REMEMBERED, That on this 7th day of November, 1977,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named BRADFORD L. FOOTE

known to me to be the identical individual described in and who executed the within instrument and
acknowledged to me that he executed the same freely and voluntarily.

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

Carl W. Goss

Notary Public for Oregon.

My Commission expires 10/23/79



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FEB 20 1979

WATER RESOURCES DEPT.
SALEM, OREGON

Power of Attorney

(FORM No. 15)

TO

12433

INDEX

STATE OF OREGON

County of Deschutes

I certify that the within instru-
ment, was received for record on the
28th day of November, 1977,
at 1:48 o'clock P.M., and recorded
in book 261 on page 849 or as
file number

Records of said County.
Witness my hand and seal of
County affixed.

Rosemary Patterson

County Clerk Title.

By *Jaylene Saylor* Deputy.

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

TUMALO IRRIGATION DISTRICT

64697 COOK AVE.
BEND, OREGON 97701
Phone 382-3053

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MAR 21 1979

WATER RESOURCES DEPT.
SALEM, OREGON

2/13/79

WATER RESOURCES DEPT.
MILL CREEK OFFICE PARK
555 NE 13th St.
Salem, OR 97301

Dear Sirs,

Enclosed you will find our transfer for Ray DeWitt and Brad Foote. Horizon View Ranches. Legals are as follows: all in 16S 12E section 8;

Already Adjudicated acres	Name	acres	Transferred off
NE $\frac{1}{4}$ SW $\frac{1}{4}$ 37.0	H. Stuber	10.0	5.0 to B Purvine SE $\frac{1}{4}$ SW $\frac{1}{4}$ 16S11E25
	J. Becker	4.0	2.0 to B. Foote NE $\frac{1}{4}$ SW $\frac{1}{4}$ 16S11E25
	G. Hansen	4.0	1.0 to J. Becker NE $\frac{1}{4}$ SW $\frac{1}{4}$ 16S12E8 4.0 to B. Rowell NE $\frac{1}{4}$ SW $\frac{1}{4}$ 16S12E9
Total left on		18.0	19.0 Total transferred off
SW $\frac{1}{4}$ SW $\frac{1}{4}$ 34.8	R. Wilkerson	12.0	9.12 to D. Flannery & R. Brown ✓ SE $\frac{1}{4}$ SW $\frac{1}{4}$ 16S11E 26
	J. Quick	3.0	5.92 to S. Hurlburt SE $\frac{1}{4}$ SW $\frac{1}{4}$ 16S11E27
	C. Smith	4.0	.7 to J. Tate NW $\frac{1}{4}$ NE $\frac{1}{4}$ 16S11E 22
Total left on		19.0	15.8 Total transferred off
N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ 3.0	J. Becker	4.0	transferred in; 4.0 to B. Rowell
	B. Rowell	4.0	(5.0) 1.0 to J. Becker
Total left on		8.0	
74.8 ac. GRAND TOTAL:		45.0 ac.	29.8 ac.

Enclosed you will also find the released that these people give to this transfer as well as map work. Mortgage holder will be Helen McKee as the copy of the sale will confirm she has already agreed to the transfer.

If there are any questions please advise. Thank you.

Jeanine Brown

30⁰⁰ AC

TUMALO IRRIGATION DISTRICT

64697 COOK AVE.
BEND, OREGON 97701

Phone 382 3053

T-4663

2/13/79

WATER RESOURCES DEPT.
MILL CREEK OFFICE PARK
555 NE 13th St.
Salem, OR 97301

RECEIVED

FEB 20 1979

**WATER RESOURCES DEPT.
SALEM, OREGON**

Dear Sirs,

Enclosed you will find our transfer for Ray DeWitt and Brad Foote. Horizon View Ranches. Legals are as follows; all in 16S 12E section 3;

Already Adjudicated acres	Name	acres	Transferred off
NW ¹ / ₄ SW ¹ / ₄ 37.0	H. Stuber	10.0	5.0 to B Purvine SE ¹ / ₄ NW ¹ / ₄ 16S11E25 (pumping right only)
	J. Becker	4.0	9.0 to B. Foote NE ¹ / ₄ NW ¹ / ₄ 16S11E25
	G. Hansen	4.0	1.0 to J. Becker NE ¹ / ₄ SW ¹ / ₄ 16S12E8 4.0 to B. Rowell NE ¹ / ₄ SW ¹ / ₄ 16S12E8
Total left on		18.0	19.0 Total transferred off
SW ¹ / ₄ SW ¹ / ₄ 34.8	R. Wilkerson	12.0	(Needs divided) 9.18 to D. Flannery & R. Brown SE ¹ / ₄ SW ¹ / ₄ 16S11E 26
	J. Quick	3.0	5.92 to S. Hurlburt SE ¹ / ₄ SW ¹ / ₄ 16S11E27
	C. Smith	4.0	.7 to J. Tate NW ¹ / ₄ NE ¹ / ₄ 16S11E 22
Total left on		19.0	15.8 Total transferred off
N ¹ / ₂ NE ¹ / ₄ SW ¹ / ₄ 3.0	J. Becker	4.0	transferred in; 4.0 to B. Rowell
	B. Rowell	4.0	(5.0) 1.0 to J. Becker
Total left on		8.0	
74.8 ac. GRAND TOTAL:		45.0 ac.	29.8 ac.

Enclosed you will also find the released that these people give to this transfer as well as map work. Mortgage holder will be Helen McKee as the copy of the sale will confirm she has already agreed to the transfer.

If there are any questions please advise. Thank you.

Jeanine Brown

#30⁰⁰ Sent with application.
Please advise if any different. 29.8 AC were
transferred off.