

4181 Koehler

TID

Name Peter H. Koehler  
 By Yo Tumalo Irrigation Dist.  
 Address 64697 Cook Ave  
Bend Or. 97701

Change in P.O.V.  
 Date filed April 2, 1979  
 Date of hearing \_\_\_\_\_  
 Place of hearing \_\_\_\_\_  
 Date of order 10-14-79 Vol. 32, page 498  
 Date for application of water 10-1-82  
 Proof mailed \_\_\_\_\_  
 Proof received \_\_\_\_\_  
 Certificate issued \_\_\_\_\_ Vol. \_\_\_\_\_, page \_\_\_\_\_

## DESCRIPTION OF WATER RIGHT

Name of stream Tumalo Creek, et al  
 Trib. of \_\_\_\_\_ County of Deschutes  
 Use irrigation  
 Quantity of water \_\_\_\_\_ No. of acres 2.0  
 Name of ditch \_\_\_\_\_  
 Date of priority \_\_\_\_\_  
 In name of (26050) Tumalo Irrig. Dist.  
Tumalo Creek Adjudication, Vol. 16, page 195  
3263 19628 26050 Primary 03  
 App. No. \_\_\_\_\_ Per. No. \_\_\_\_\_ Cert. No. 26508 Primary 20  
 Certificate cancelled \_\_\_\_\_  
 Notation made on record by \_\_\_\_\_

## FEES PAID

Date	Amount	Receipt No.
<u>\$-2-79</u>	<u>30-</u>	<u>9988</u>
TOTAL . . .		
	Cert. Fee	

## FEES REFUNDED

Date	Amount	Check No.

cert # 26050 supplemental  
 cert # 26051 "  
 cert # 31412 "  
 Per. # 27841 "

## REMARKS

W.R.I.S.	
Assembled <u>7-30-85</u> by <u>SAK</u>	
Entered _____ by _____	
Verified _____ by _____	

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

Surveyed 6/26/86 (Stafford) to sur 10/82

under SAK NOV 1 1980

355



SECTION 19 T.16 S. R.12 E. W.M.

1" = 400'

2.0 ON

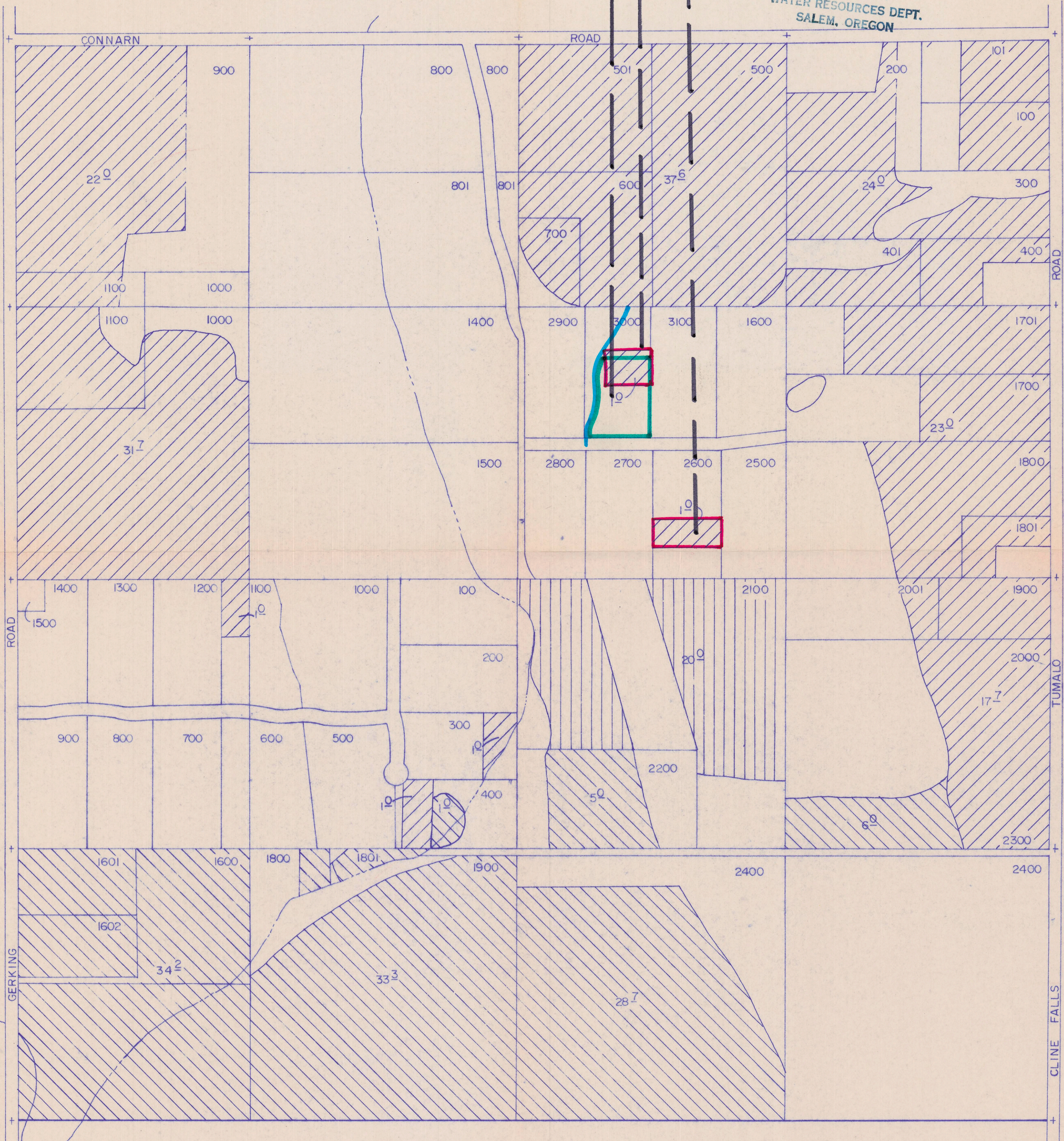
T-4181

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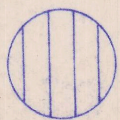
RECEIVED

JUL 17 1981

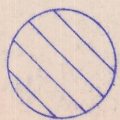
WATER RESOURCES DEPT.  
SALEM, OREGON



1900



1963



1913



BEFORE THE WATER RESOURCES DIRECTOR OF OREGON

DESCHUTES COUNTY

IN THE MATTER OF THE APPLICATION)  
OF PETER H. KOEHLER (TUMALO )  
IRRIGATION DISTRICT) FOR )  
APPROVAL OF A CHANGE IN PLACE OF)  
USE OF WATER \_ \_ \_ \_ \_ )

ORDER APPROVING  
TRANSFER NO. 4181

On April 2, 1979, an application was filed in the office of the Water Resources Director by Peter H. Koehler 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.

By 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 Susan B. Turner at page 195, Volume 16, for irrigation of, among other lands, a certain 2.0 acres in the NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 26, Township 16 South, Range 11 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 priority date of December 8, 1961.

The applicant herein proposes to transfer the water rights therefrom, without loss of priority, to a certain 2.0 acres in the SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 19, 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 August 9, 1977.

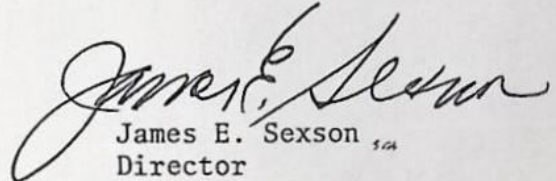
No objection having been filed and it appearing that the proposed change in place of use of water may be made without injury to existing rights, the application should be approved.

NOW, THEREFORE, it hereby is ORDERED that the 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, 1981.

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 14th day of November, 1979.

  
James E. Sexson, *for*  
Director



## 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. T000071811 PERMIT NO. 016195 CERTIF. NO. 0026508  
 ORIG. NO. C000265081 PREV. NO. C000265081 SUPER. NO.

NAME: PETER H. KOEHLER

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--&gt;

CONSTR. COMPLT--&gt; 10 01 1982

YR. LAST USED--&gt;

NEXT ACTION DUE--&gt;

PRIORITY--&gt; 09 30 1900

PUT TO USE--&gt; 10 01 1982

LAST TRANS. DATE--&gt;

LAST TRANS. TYPE--&gt;

APPLICATION--&gt; 04 02 1979

SURVEYED--&gt;

EXAM. FEE--&gt; 20.00

RECORDING FEE--&gt; 10.00

PERMIT ISSUE--&gt; 11 14 1979

CONCURRENCE--&gt;

CYCLE STATUS--&gt;

REPORTED FLAG--&gt;

CONSTR. STRT.--&gt; 11 14 1979

CERTIFIED--&gt;

CORRES. INIT.--&gt;

CORRES. DATE--&gt;

 POINT-OF-DIVERSION DATA:  
 TWP/SP RNGE SECT QTR/QTR STREAM-ID

05 1980 1320

RIV. MI.

RATE

STATUS S OR P

V

P

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

\*\* CHANGES FOR PART OF TUMALO I. D. - - - - -

\*\* C-26508 SUPP. RIGHTS UNDER C-31412, - - - - -

\*\* C-26050, C-26051, P-27841. - - - - -

\*\* - - - - -

\*\* - - - - -

\*\* - - - - -

\*\* - - - - -

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

STATUS S OR P

V

P

1605 120E 19 A C 09 IR 100 2.00

W.R. I. S.

Assembled 4-30-85 1,500

Entered 67

Verified by

0.014



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

LF T-0582-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 *41812* PERMIT NO. 019628 CERTIF. NO. 0026050  
 ORIG. NO. A000032631 PREV. NO. A000032631 SUPER. NO.
NAME: *PETER H. KOEHLER*

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--> <i>10 01 1982</i>	YR.LAST USED----->	---	NEXT ACTION DUE-->	---
PRIORITY-----> <i>10 29 1913</i>	PUT TO USE-----> <i>10 01 1982</i>	LAST TRANS.DATE-->	---	LAST TRANS.TYPE-->	---
APPLICATION----> <i>04 02 1979</i>	SURVEYED----->	EXAM.FEE----->	<i>20.00</i>	RECORDING FEE---->	<i>10.00</i>
PERMIT ISSUE--> <i>11 14 1979</i>	CONCURRENCE----->	CYCLE STATUS----->	---	REPORTED FLAG---->	---
CONSTR.STRT.--> <i>11 14 1979</i>	CERTIFIED----->	CORRES.INIT.----->	---	CORRES.DATE----->	---

 POINT-OF-DIVERSION DATA;  
 TWPNSP RNGE SECT QTR/QTR STREAM-ID  
 170S 110E 23 A C 05 1980 1320  
 180S 100E 02 D B 05 1980 1320  
 170S 090E 31 C A

RIV.MI.

RATE

STATUS S OR P

 V  
 V  
 V  
 V  
 V  
 V

 \*\* REMARKS; - - - - ->  
 \*\* DATED-->
\*\* *CHANGES POLL PART OF TUMALO I. D. C-26050.*\*\* *SUPP. RIGHTS UNDER C-31412, C-26051, P-*\*\* *27841,-----*

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 180S 090E 02 B D  
 PLACE-OF-USE DATA:  
 TWPNSP RNGE SECT QTR/QTR CNTY USE % CNSMTV ACRES STATUS S OR P

*160S 120E 19 A C* 09 IR 100 *2.00* V *S*

W.R.I.S.

Assembled *4-30-85* *1,500*Entered *CS*Verified *by*

0.020



## DESCHUTES RIVER

LIF 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 *#1813* PERMIT NO. 009493 CERTIF. NO. 0031412  
 ORIG. NO. C000313121 PREV. NO. C000314121 SUPER. NO.
NAME: *PETER H. KOEHLER*

ADDRESS: TID, 64697 COOK AVE

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

09

STREAM-ID 05 1980

RIV.MI.

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

CANCEL YEAR---&gt;

CONSTR.COMPLT--> *10 02 1982*

YR.LAST USED-----&gt;

NEXT ACTION DUE--&gt;

PRIORITY-----&gt; 12 31 1905

PUT TO USE-----> *10 02 1982*

LAST TRANS.DATE--&gt;

LAST TRANS.TYPE--&gt;

APPLICATION---> *04 02 1979*

SURVEYED-----&gt;

EXAM.FEE-----&gt;

RECORDING FEE-----&gt;

PERMIT ISSUE--> *11 14 1979*

CONCURRENCE-----&gt;

CYCLE STATUS-----&gt;

REPORTED FLAG-----&gt;

CONSTR.STRT.--> *11 14 1979*

CERTIFIED-----&gt;

CORRES.INIT.-----&gt;

CORRES.DATE-----&gt;

 POINT-OF-DIVERSION DATA;  
 TWNSP RNGE SECT QTR/QTR STREAM-ID  
 05 1980

RIV.MI. RATE

STATUS S OR P

V

S

*0.003*
 \*\* REMARKS; - - - - -  
 \*\* DATED-->
\*\* SUPP. IR. CHANGES POU PART OF TUMALO\*\* I. D. C-31412. OTHER SUPP. RIGHTS UNDER\*\* C-26050, C-26051, P-27841.
 PLACE-OF-USE DATA:  
 TWNSP RNGE SECT QTR/QTR CNTY USE % CHSMTV ACRES STATUS S OR P  
*1605 120E 19 A C 09 IR 100 2.00 V S*

V.R.I.S.

Assembled *7-30-85* by *SDB*Entered *by*Verified *by**0.0015*



## CRESCENT LAKE RES

UF T-0982-01

\*\*\* 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. T000041814 PERMIT NO. 000624 CERTIF. NO. 0026501  
 ORIG. NO. A000013431 PREV. NO. A00013431 SUPER. NO.

NAME: PETER H. KOEHLER

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---&gt;

CONSTR.COMPLT---&gt; 10 01 1982

YR.LAST USED-----&gt;

NEXT ACTION DUE--&gt;

PRIORITY-----&gt; 04 07 1911

PUT TO USE-----&gt; 10 01 1982

LAST TRANS.DATE--&gt;

LAST TRANS.TYPE--&gt;

APPLICATION---&gt; 04 02 1979

SURVEYED-----&gt;

EXAM.FEE-----&gt;

RECORDING FEE-----&gt;

PERMIT ISSUE--&gt; 11 14 1979

CONCURRENCE-----&gt;

CYCLE STATUS-----&gt;

REPORTED FLAG-----&gt;

CONSTR.STRT---&gt; 11 14 1979

CERTIFIED-----&gt;

CORRES.INIT-----&gt;

CORRES.DATE-----&gt;

 POINT-OF-DIVERSION DATA;  
 TWP/SP 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.

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\*\*-----

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\*\*-----

 PLACE-OF-USE DATA:  
 TWP/SP RNGE SECT QTR/QTR CNTY USE % CHSMTV ACRES STATUS S OR P

160S 120E 19 A C 09 IR 100 2.00

V S

V.R.I.S.

Assembled 4-30-85 by SAB

Entered by

Verified by



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-4181

I, James STAFFORD 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 20, 19 82

Sept. 15, '82

Date

James S. Stafford

Signature

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

OK  
Jen

T-4181  
James Stafford  
c/o TID  
main

32178



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-4181

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Sept. 15, '82

Date

James S. Stafford

Signature

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

OK  
Jin



Application No. T-4181

Application for Extension of Time  
for Transfer of Water Right

RECEIVED

DEC 8 1981

WATER RESOURCES DEPT  
SALEM, OREGON

To the WATER RESOURCES DIRECTOR OF OREGON:

I, James B. Stafford C/O TUMALO IRRIGATION DISTRICT, 64697 Cook Avenue,  
(Name of applicant)  
of 8388 Vickers St. Suite 105, San Diego,  
(Mailing address) (City)  
State of Calif., 92111, 714-268-4545  
(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  
Nov. 14, 1979, approving transfer application No. T-4181,  
in the name of Peter H Koehler \*.

The following has been accomplished toward completion of the  
change within the time allowed, which expired on Oct 1, 1981:  
Approximately 1 acre are cleared and  
ready for irrigation. The dump has also  
been purchased.

(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. Purchaser - Transferee

12-8-81  
\$20.00  
#28762

Ext to 10-1-82  
SRA A-1



To fully complete the change, it will be necessary to accomplish the following: Further clear necessary acreage and install Dams.

I am unable to complete the change under the terms of the order, within the time allowed, because (1) the time allowed has expired; and, (2) during the period, a water shortage has become increasingly severe and Tualo water users received only about 57% supply in 1980 and 50% in 1981 and request that the time for completion be extended to Oct. 1, 1982.

#### AFFIDAVIT OF APPLICANT

I, James G. Stafford \*\*\*\*\*, 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 First day of December

....., 1981

Subscribed and sworn to before me this First day of December, 1981



Susan M. Augustin  
Notary Public for Oregon  
My commission expires October 7, 1985

MAIL COMPLETED APPLICATION AND FEE IN THE AMOUNT OF \$20.00

TO:

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



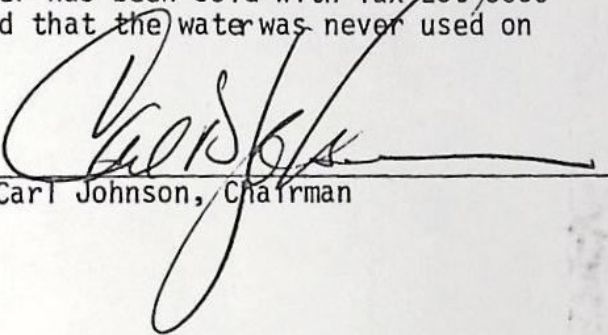
RE: T-4181

To Whom It May Concern:

By unanimous vote, the Board of Directors of Tumalo Irrigation District, duly convened in regular meeting on July 14, 1981, did confirm that completed transfer application T-4181 requires amendment of the transfer order and of the transfer map, as follows:

2.0 acres should have gone to Tax Lot 3000, rather than 1.0 acre to Tax Lot 3000 and 1.0 acre to Tax Lot 2600, both in SW $\frac{1}{4}$  NE $\frac{1}{4}$ , Section 19, Township 16 South, Range 11 E.W.M., Deschutes County, Oregon.

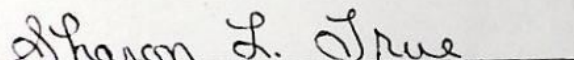
Staff informs us that the 2.0 acres was sold by Mr. Koehler, the transferor in T-4181, to Mr. Fallon for resale in Mr. Fallon's subdivision, that Mr. Fallon at that time owned both tax lots referred to above, that the water has been sold with Tax Lot 3000 where it is being delivered, and that the water was never used on Tax Lot 2600.

  
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 State of Oregon  
My Commission Expires: 10-21-83

RECEIVED  
JUL 17 1981  
WATER RESOURCES DEPT.  
SALEM, OREGON



T-4181

STATE OF OREGON                    )  
  ) ss.  
MULTNOMAH COUNTY                )

**RECEIVED**  
JUL 17 1981  
WATER RESOURCES DEPT.  
SALEM, OREGON

I, Peter H. Koehler, being first duly sworn, say that I am informed that the entire 2.0 acre water right transferred in T-4181 should be located in tax lot 3000 in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 19, Township 16 South, Range 12 E.W.M., as located on the accompanying map, and not in T.L. 2600 in the same Quarter-Quarter Section, Section, Township and Range.

*P. H. Koehler*

Subscribed and sworn to this 4th day of June,  
1981. Before me:



*Martin E. MacRae*  
Notary Public for Oregon  
My Commission Expires: 9/10/83



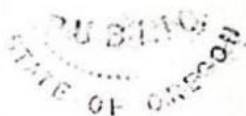
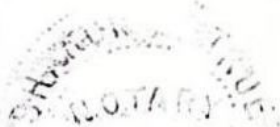
STATE OF OREGON        )  
                              ) ss.  
DESCHUTES COUNTY     )

RECEIVED  
JUL 17 1981  
WATER RESOURCES DEPT.  
SALEM, OREGON

We, James G. Stafford and Dee Stafford, being first duly sworn,  
say that we are the owners of tax lot 3000 in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of  
Section 19, Township 16 South, Range 12 E.W.M., Deschutes County,  
Oregon, and that the entire 2.0-acre water right transfered in T-4181  
should be located on our tax lot.

James G. Stafford  
Dee J. Stafford

Subscribed and sworn to this 29<sup>th</sup> day of May,  
1981. Before me:



Sharon L. June  
Notary Public for Oregon  
My Commission Expires: 10-21-83

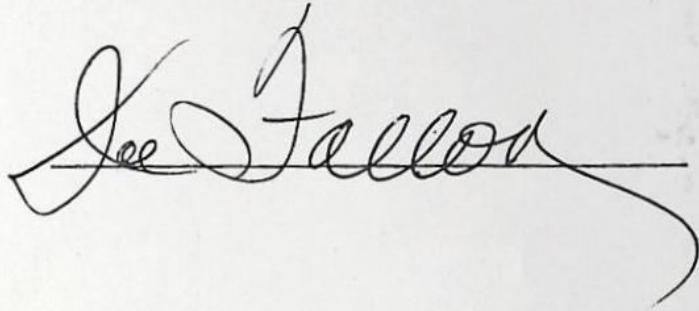


RECEIVED

JUL 17 1981

WATER RESOURCES DEPT.  
SALEM, OREGONSTATE OF OREGON     )  
                              )  
DESCHUTES COUNTY    ) ss.

I, Joe Fallon being first duly sworn, say that I am the owner of tax lot 2600 in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 19, 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 transferred to my land in T-4181.




Subscribed and sworn to this 15<sup>th</sup> day of June,  
1981. Before me:

Sharon L. True  
Notary Public for Oregon  
My Commission Expires: 10-31-83







**TUMALO IRRIGATION DISTRICT**

64697 COOK AVE.  
BEND, OREGON 97701

Phone 382-3053

November 6, 1981

RECEIVED

NOV 9 1981

WATER RESOURCES DEPT  
SALEM, OREGON

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

Re: T-2924, T-3989, T-4163, T-4181, T-4235, and T-4290

Dear Sam:

Referring to your November 5, 1981 letter on completion of transfers:

T-3989: A proof survey was recently done on the District's 15.2 acre portion of this transfer. The remaining 2.2 is part of a 20.0-acre transfer to Rimrock West Subdivision, the other 17.8 acres of which recently received an extension to October 1, 1983.

T-4181: On July 17, 1981 we filed with you a request to amend this transfer, and have not heard further. Completion is accomplished at the location mapped with that request. By the way, we also refiled T-2924 and T-4163, for amendment and have not heard further.

✓ T-4235: Request for Extension mailed to you November 2, 1981.

AID T-4290: So far as I'm aware this one isn't ours.

I'm checking up on the other October 1, 1981 transfers.

Very Truly Yours,

TUMALO IRRIGATION DISTRICT

  
Martin Winch

MW:st



RECEIVED

APR 2 1979

WATER RESOURCES DEPT.  
SALEM, OREGON

RECEIVED

MAY 18 1979

WATER RESOURCES  
SALEM, OREGON

Superseded by map and 7/17/81

RECEIVED

APR 18 1979

WATER RESOURCES DEPT.  
SALEM, OREGON







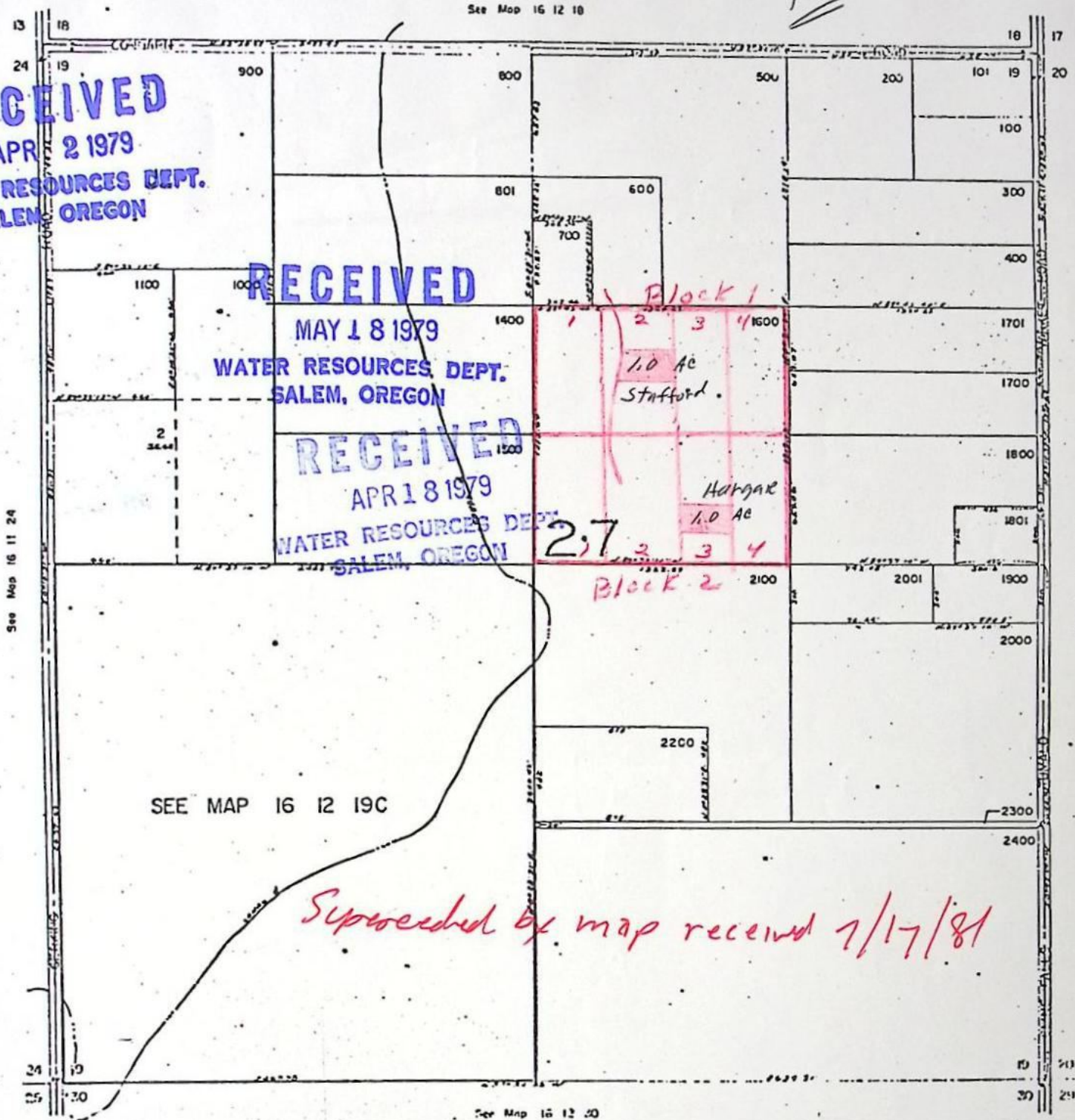
SECTION 19 T16S. R12E.W.M.  
DESCHUTES COUNTY  
1"=400'

16 12 1

RECEIVED  
APR 2 1979  
WATER RESOURCES DEPT.  
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16 S 12 E 19  
SW NE 1/4

2.0 Ac

1.0 AC Stafford Block 1  
Lot #2

Happy Acres  
Subdivision

1.0 AC Hargar Block 2  
Lot 3

Happy Acres  
Subdivision



SECTION 19 T16S. R12E.W.M.  
DESCHUTES COUNTY  
1"=400'

16 12 1

See Map 16 12 18

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SALEM, OREGON

SEE MAP 16 12 19C

Superseded by map received 7/17/81

16 S 12 E 19

SW NE 1/4

2.0 AC

1.0 AC Stafford

Block 1

Lot #2

Happy Acres

Subdivision

1.0 AC Nargar

Block 2

Lot 3

Happy Acres

Subdivision



TUMALO IRRIGATION DISTRICT

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

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AUG 1 - 1979

WATER RESOURCES DEPT  
SALEM, OREGON

July 27, 1979

Mr. Wayne Overcash  
Water Resources Department  
555 13th Street N. E.  
Salem, Oregon 97310

Dear Mr. Overcash:

We would like to request at this time that all of the pending applications being held for the Tumalo Irrigation District be held until September 10, 1979, or until such time as we can provide the additional required documents for completion prior to that date. We have received recent letters from your office stating that two of the applications being held would be closed unless responses were received soon.

We are experiencing a critical period in personnel function and although we are scheduled to have additional office and administrative assistance on Board by September, this does not relieve the paperwork required to complete the backlog of transfer applications due to the degree of training necessary for preparation. If you could bear with us for this next month and a half, I am devoting from August 15 through September 10 entirely to transfer work and hope to clear up all pending applications submitted by that time. Mrs. Brown has not been with us since June 15. You may address all future correspondence to my attention.

Following is a summation, from our records, of the status of pending transfer applications:

#3307 Jack Vogt to Terrill, Hoisington, Larson

In process of voiding pending amended application of #3954.

#3954 Wall Investment Co.

Amended application to be processed (in process).

#3872 Marian Allen Cook to Various

Signature required from ex-husband, Lawrence Allen, of Texas; cooperation not forthcoming at this time. Sale is pending on property in our District which he owns and we have requested his signature to clear the water rights before we will affirm water rights with the title company or approve a county partition for division of the land. As his sale is pending in September, we hope to have this resolved at that time. All work is complete and his signature only is necessary to forward these documents to you.



August 27, 1979

#2666 Martin Winch

Mr. Winch is in the process of completing the required paperwork. He has been in contact with our office and appears to be ready to forward completion documents to you.

#4051 Koehler/Hayes

Ownership documents to be researched and submitted. possibility of amendment of a previous transfer to correct legal description.

#4121 Garside/Mills/Martin

Correction of maps and confirmation of ownership documents; it now appears there may have been another owner at the time of transfer request.

#4124 Willock/McGuire

Copy of deed needed; have been unable to obtain deed through owner or title company, may require search of county records.

#4136 Johnson/Taylor

Release statement from legal owners; copy of deed of ownership. Investigate interest by George Webb in this property.

#4174 Knowles/Rivers

Need statement from Mr. and Mrs. Mastrud advising they release their interest, as legal owners (formerly signed statement as mortgage holders, but title cleared).

~~#4181~~ Kohler/Stafford/Bricken

Require statement from Ray Benzel of being agreeable to change in water rights; requires current ownership document.

#4194 R. Coats to R. Coats

Sent statement from District Manager 7/13/79 that prior transfer #2559 effecting current transfer #4194 had been irrigated in 1972.

#4204 Suffridge, et al

Priority rights to be reviewed and remapped.

#4235 Vogt/R. Olson

Need deed from Jack Vogt.

#4237 Vogt/Horseshoe Acres

Map proportions not correct. Maps did not take into account all prior transfers. Priorities to be reviewed and remapped.

#4222 Gungura/Davis, M. & G.

Research priority rights and remap.



Mr. Wayne Overcash  
Page 3  
August 27, 1979

Additional transfers received for processing, not submitted:

R. Thomson to W. Moore

D. Harris to B. Hoover

McNeil to Turner

Vogt/Schlicting

Boone & Stevens to Hitt & Flory

Yancy to McIntosh

Vogt to Hurlburt

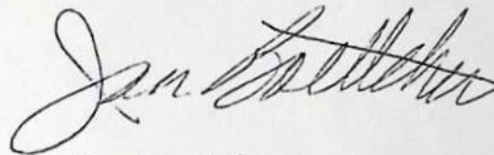
Oliver and Mary Fraser

Hopefully, the bulk of the above new transfers will also be able to be processed during the period of concentrated effort.

Thank you for your cooperation.

Sincerely,

TUMALO IRRIGATION DISTRICT

A handwritten signature in dark ink, appearing to read "Jan Boettcher", written in a cursive style.

Jan Boettcher  
Office Manager

P.S. If there are any other pending applications not listed, would appreciate your response regarding them.



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NOV - 21 1979

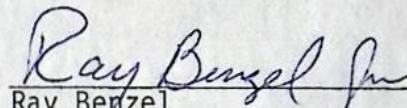
WATER RESOURCES DEPT  
SALEM, OREGON

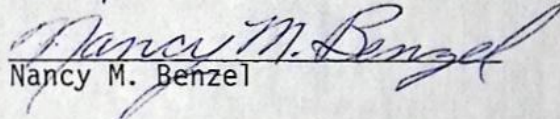
October 23, 1979

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

We understand that Transfer #4181 is pending approval through your office, as requested by Peter H. Koehler.

We understand that when we purchased property and 31.0 acres of adjudicated water rights from Mr. Koehler that there were actually 33.0 acres of water rights on the property prior to the closing of our sales contract. We therefore release the 2.0 acres of water rights to be transferred. We further understand that this in no way effects the 31.0 acres of water rights we hold.

  
Ray Benzel

  
Nancy M. Benzel



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NOV-8 1979

WATER RESOURCES DEPT  
SALEM, OREGON

LAND SALE CONTRACT

1 Seller: Peter H. Koehler and Alice Koehler, husband and wife,  
2 as tenants by the entirety.  
3 Buyer: Ray Allen Benzal, Jr. and Nancy M. Benzal, husband and wife,  
4 as tenants by the entirety.

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

7 The Northeast Quarter of the Southwest Quarter  
8 (NE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Twenty-six (26), Township  
9 Sixteen (16) South, Range Eleven (11), East of  
the Willamette Meridian, Deschutes County, Oregon.

10 TOGETHER WITH 31 acres Tumalo Irrigation District  
water right.

11 TOGETHER WITH a perpetual and non-exclusive easement  
12 to use a strip of land twenty (20) feet in width  
13 along the east boundary of the Southwest Quarter of  
14 the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ), Section Twenty-six  
15 (26), Township Sixteen (16) South, Range Eleven (11),  
16 East of the Willamette Meridian, Deschutes County,  
17 Oregon. This easement shall be used only for the  
18 purposes and is granted upon the conditions contained  
19 hereinabove and as follows: (1) this grant and agreement  
20 shall be binding upon and inure to the benefit of the  
21 heirs, successors and assigns of Grantor and Grantee;  
22 (2) this easement is appurtenant to and shall benefit  
23 the following described property of Grantee: the  
24 Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ )  
25 of Section Twenty-six (26), Township Sixteen (16)  
26 South, Range Eleven (11), East of the Willamette  
Meridian, Deschutes County, Oregon; (3) Grantee, its  
agents, independent contractors, and invitees shall  
use the easement strip for road purposes only for  
access to the above described property of Grantee and  
in conjunction with such use, may construct, reconstruct,  
maintain and repair a road thereon extending from  
Pinehurst Road to the Southeast (SE) corner of the  
Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of  
said Section, Township and Range and thence to the  
Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of  
said Section, Township and Range; (4) Grantee shall  
pay all present and future costs of improving and  
maintaining the easement except as to any improvements  
or maintenance initiated by Grantor for the benefit of  
Grantor's property, such that Grantor and Grantee shall



1 incurred in arbitration or allowed by statute, as the case may be,  
2 such sum as the arbitrator or the court may adjudge reasonable as  
3 attorney fees in such arbitration, suit or action, in both trial  
4 and appellate courts.

5 THIS AGREEMENT, consisting of nineteen numbered pages, EXECUTED in  
6 triplicate original on the dates hereinafter entered:

7 SELLER

8 Peter H. Koehler  
9 Peter H. Koehler

Alice Koehler  
Alice Koehler

10 STATE OF OREGON, County of Deschutes, ss.: DATED: 11/23, 1977.

11 Personally appeared the above named Peter H. Koehler and Alice  
12 Koehler, husband and wife, and acknowledged the foregoing instrument  
13 to be their voluntary act. Before me:

14 Morton T. Wueh  
15 Notary Public for Oregon  
16 My Commission Expires: 8-1-80

17 BUYER

18 Ray Allen Benzel Jr.  
19 Ray Allen Benzel Jr.

Nancy M. Benzel  
Nancy M. Benzel

20 STATE OF OREGON, County of Deschutes, ss.: DATED: 11 - 10 -, 1977.

21 Personally appeared the above named Ray Allen Benzel, Jr. and  
22 Nancy M. Benzel, husband and wife, and acknowledged the foregoing  
23 instrument to be their voluntary act. Before me:

24 Harmon Wilson  
25 Notary Public for Oregon  
26 My Commission Expires: 3-28-78



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NOV 21 1979  
WATER RESOURCES DEPT  
SALEM, OREGON

11410

VOL 208 PAGE 224

### SATISFACTION OF REAL PROPERTY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: THAT UNITED STATES NATIONAL BANK OF OREGON, a national banking association, hereby certifies and declares that a mortgage dated November 8, 1974 made and executed by Peter H. Koehler and Alice M. Koehler, husband and wife, mortgagors, to United States National Bank of Oregon, Century Tower Branch, mortgagee, and recorded on the 22nd day of November, 1974, in book 19A of the mortgage records of Deschutes County, Oregon, on page 912,

is satisfied and discharged.

IN WITNESS WHEREOF, UNITED STATES NATIONAL BANK OF OREGON has hereunto set its corporate name and seal, by its proper officer(s) thereunto duly authorized, this 22nd day of January, 197h.

UNITED STATES NATIONAL BANK OF OREGON

By [Signature]  
Title Manager

By \_\_\_\_\_  
Title \_\_\_\_\_



On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_

both to me personally

known, who, being duly sworn, states NATIONAL BANK is the corporate seal of said authority of its board of di

ident and assistant cashier, respectively, of UNITED corporation, and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by instrument to be the free act and deed of said corporation.

BEFORE ME:

Notary Public for Oregon

My Commission Expires \_\_\_\_\_

#### ACKNOWLEDGMENT FOR BRANCH USE ONLY

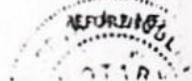
STATE OF OREGON

County of Multnomah

On this 22nd day of January, 197h, personally appeared \_\_\_\_\_

Edmond R. Plummer, to me personally known, who, being duly sworn, did say that he is the

Manager of the Century Tower Branch of UNITED STATES NATIONAL BANK OF OREGON, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said corporation.





TUMALO IRRIGATION DISTRICT

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

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MAY 18 1979

WATER RESOURCES DEPT.  
SALEM, OREGON

5/16/79

Dear Mr. Overcash,

In regards to transfer # T 4181 please disregard  
.4 ac. The 2.0 Acres from the NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  16-11E 26S is  
to be transferred to 19-16S-12E Hager Acres. 1.0 ac to  
Hager SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  and one acre to Stafford SW  $\frac{1}{4}$  NE  $\frac{1}{4}$ .

If there is any question on these 2.0 acres

Please advise. Thank you.

Leanne Brown

Erasedable Bond

20% COTTON FIBER



Unless a change is requested, all tax statements shall be sent to Grantee at the following address:

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WATER RESOURCES DEPT.  
SALEM, OREGON

WARRANTY DEED

PETER H. KOEHLER and ALICE KOEHLER, husband and wife,  
Grantor, convey and warrant to CARL A. BRICKEN and SIDNEY B.  
BRICKEN, husband and wife, Grantee, the following described real  
property free of encumbrances except as specifically set forth  
herein:

The Northwest Quarter of the Southeast Quarter  
(NW $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section Twenty-six (26), Township  
Sixteen (16) South, Range Eleven (11) East of  
the Willamette Meridian, Deschutes County, Oregon.

TOGETHER WITH appurtenant Tumalo Irrigation Dis-  
trict water right of thirty-three (33) acres, more  
or less.

TOGETHER WITH a non-exclusive right of way to and  
from and between said Northwest Quarter of the  
Southeast Quarter and Couch Market Road over an  
existing roadway occupying the east twenty (20)  
feet of the West Half of the East Half (W $\frac{1}{2}$ E $\frac{1}{2}$ ) of  
said Section, Township and Range between Couch  
Market Road and the said Northwest Quarter of the  
Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$ ), SUBJECT TO the condi-  
tion that Grantee, their successors and assigns  
shall pay to the vestee of the servient property,  
their successors and assigns, for the maintenance  
of such roadway in proportion to use thereof.

SUBJECT TO:

1. Taxes deferred under Exception #2 below.
2. As disclosed by the tax roll, the premises  
herein described have been zoned or classified for  
farm use. At any time that said land is disqual-  
ified for such use, the property will be subject  
to additional taxes or penalties and interest.
3. The existence of roads, irrigation ditches  
and canals, telephone, telegraph and power trans-  
mission facilities.



4. Rules, regulations and assessments of Tumalo Irrigation District.

5. Easement for Deschutes County Municipal Improvement District Canal as shown on the Deschutes County Tax lot map.

6. Conditions, including the terms and provisions thereof, in Deed from Towner M. Menefee and Elizabeth C. Menefee, husband and wife, to Peter H. Koehler and Alice Koehler, husband and wife, dated June 1, 1965, recorded June 23, 1965 in Volume 144 page 169 Deed records that Grantees, their successors and assigns, shall pay for a share of the maintenance of such road based upon proportionate user thereof.

7. Mortgage, including the terms and provisions thereof, executed by Towner M. Menefee and Elizabeth C. Menefee, husband and wife, to The Connecticut Mutual Life Insurance Company, a corporation, dated April 5, 1966, recorded April 28, 1966 in Volume 147 page 93 Mortgage records, given to secure payment of a note for \$25,500.00, which Mortgage and the debt secured by said Mortgage will be paid and satisfied in full by Towner M. Menefee and Elizabeth C. Menefee, husband and wife, on or before January 20, 1976.

8. Mortgage, including the terms and provisions thereof, executed by Peter H. Koehler and Alice M. Koehler, husband and wife, to the United States National Bank of Oregon, dated November 8, 1974, recorded November 22, 1974 in Volume 198 page 912 Mortgage records, which Mortgage and the debt secured by said Mortgage will be paid and satisfied in full by Grantor on or before January 20, 1976.

The true consideration for this conveyance is \$106,850.00.

DATED this 11<sup>th</sup> day of November, 1975.

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APR 18 1979

WATER RESOURCES DEPT.  
SALEM, OREGON

Peter H. Koehler  
PETER H. KOEHLER

Alice Koehler  
ALICE KOEHLER



STATE OF OREGON, County of Multnomah, ss: November 11, 1975.

Personally appeared the above named PETER H. KOEHLER and ALICE KOEHLER, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Marion E. MacLac  
NOTARY PUBLIC FOR OREGON  
My Commission expires: April 10, 1979

**RECEIVED**

APR 18 1979

WATER RESOURCES DEPT.  
SALEM, OREGON





## *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-4181

Dear Ms. Brown:

On April 18, 1979, we received amended transfer application No. 4181 in the name of Peter H. Koehler and the supporting maps, along with a copy of a warranty deed conveying property from Peter H. and Alice Koehler to Carl A. and Sidney B. Bricken, and a copy of a portion of a land sales contract listing Peter H. and Alice Koehler as sellers and Ray Allen Benzel, Jr., and Nancy M. Benzel as buyers.

If Carl A. and Sidney B. Bricken are now legal owners of part of the property involved in the transfer, we will need statements signed by both Carl and Sidney advising that they are in agreement with the change proposed by Peter H. Koehler. Also, we will need a statement signed by Roy Allen Benzel, Jr., and Nancy M. Benzel as buyers of part of the property advising that they are in agreement with the proposed change; and we need a copy of the deed showing current ownership of the land being sold under the land sales contract.

It will be necessary to correct item No. 6 and explain Peter H. Koehler's present interest in the property.

Since two primary rights are involved, it will be necessary to complete item No. 13 by noting the proposed location of each primary right presently described by certificates 26050 and 26508.

I am enclosing transfer application No. 4181 and supporting maps.

Sincerely,

Wayne J. Overcash  
Water Rights Engineer

WJO:lcj





## *Water Resources Department*

MILL CREEK OFFICE PARK

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

PHONE 378-3066

April 6, 1979

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

RE: File No. T-4181

Dear Ms. Brown:

The water right transfer application in the name of Peter H. Koehler for approval of a change in place of use of water within Tumalo Irrigation District, together with supporting data and fees of \$30, was received April 2, 1979. Our receipt No. 9988 is enclosed.

The 2.0 acres in NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 26, T 26S, R 11E, are covered by the right described by certificate 26508; however, the 0.4 acre in NW $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 26 is, according to our records, covered by the right described by certificate 26050.

The proposed place of use for the right for 0.4 acre should also be reviewed. The maps indicate that the 0.4 acre to be irrigated will be in Section 26, instead of Section 27 as presently indicated in item No. 13 on the application. The location of the 0.4 acre to be irrigated must also be clearly shown and designated on the map.

The Township, Range and Section numbers should be placed under the proper columns in items No. 5 and 13.

It will be necessary to submit a copy of the current deed of the property from which the rights are to be transferred. The copy of the mortgage and satisfaction of real property mortgage submitted do not evidence current ownership.

I am returning the application and maps for correction. Please refer any correspondence to file No. T-4181.

Sincerely,

Wayne J. Overcash  
Water Rights Engineer

WJO:lcj



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APR 18 1979

WATER RESOURCES DEPT.  
SALEM, OREGON

LAND SALE CONTRACT

1 Seller: Peter H. Koehler and Alice Koehler, husband and wife,  
2 as tenants by the entirety.  
3 Buyer: Ray Allen Benzal, Jr. and Nancy M. Benzal, husband and wife,  
4 as tenants by the entirety.  
5 Property: The real property and its appurtenances particularly  
6 described as:

7 The Northeast Quarter of the Southwest Quarter  
8 ~~(NE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Twenty-six (26), Township~~  
9 ~~Sixteen (16) South, Range Eleven (11), East of~~  
10 ~~the Willamette Meridian, Deschutes County, Oregon.~~

11 TOGETHER WITH 31 acres Tumalo Irrigation District  
12 water right.

13 TOGETHER WITH a perpetual and non-exclusive easement  
14 to use a strip of land twenty (20) feet in width  
15 along the east boundary of the Southwest Quarter of  
16 the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ), Section Twenty-six  
17 (26), Township Sixteen (16) South, Range Eleven (11),  
18 East of the Willamette Meridian, Deschutes County,  
19 Oregon. This easement shall be used only for the  
20 purposes and is granted upon the conditions contained  
21 hereinabove and as follows: (1) this grant and agreement  
22 shall be binding upon and inure to the benefit of the  
23 heirs, successors and assigns of Grantor and Grantee;  
24 (2) this easement is appurtenant to and shall benefit  
25 the following described property of Grantee: the  
26 Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ )  
of Section Twenty-six (26), Township Sixteen (16)  
South, Range Eleven (11), East of the Willamette  
Meridian, Deschutes County, Oregon; (3) Grantee, its  
agents, independent contractors, and invitees shall  
use the easement strip for road purposes only for  
access to the above described property of Grantee and  
in conjunction with such use, may construct, reconstruct,  
maintain and repair a road thereon extending from  
Pinehurst Road to the Southeast (SE) corner of the  
Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of  
said Section, Township and Range and thence to the  
Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of  
said Section, Township and Range; (4) Grantee shall  
pay all present and future costs of improving and  
maintaining the easement except as to any improvements  
or maintenance initiated by Grantor for the benefit of  
Grantor's property, such that Grantor and Grantee shall



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WATER RESOURCES DEPT.  
SALEM, OREGON

1 incurred in arbitration or allowed by statute, as the case may be,  
2 such sum as the arbitrator or the court may adjudge reasonable as  
3 attorney fees in such arbitration, suit or action, in both trial  
4 and appellate courts.

5 THIS AGREEMENT, consisting of nineteen numbered pages, EXECUTED in  
6 triplicate original on the dates hereinafter entered:

7 SELLER

8 Peter H. Koehler  
9 Peter H. Koehler

Alice Koehler  
Alice Koehler

10 STATE OF OREGON, County of Deschutes, ss.: DATED: 11/23, 1977.

11 Personally appeared the above named Peter H. Koehler and Alice  
12 Koehler, husband and wife, and acknowledged the foregoing instrument  
to be their voluntary act. Before me:

13 Martyn T. Wueh  
14 Notary Public for Oregon  
15 My Commission Expires: 8-1-80

16  
17 BUYER

18 Ray Allen Benzel Jr.  
19 Ray Allen Benzel Jr.

Nancy M. Benzel  
Nancy M. Benzel

20 STATE OF OREGON, County of Deschutes, ss.: DATED: 11-10-, 1977.

21 Personally appeared the above named Ray Allen Benzel, Jr. and  
22 Nancy M. Benzel, husband and wife, and acknowledged the foregoing  
instrument to be their voluntary act. Before me:

23 Maynard Wilson  
24 Notary Public for Oregon  
25 My Commission Expires: 3-28-78  
26



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MAY 18 1979

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SALEM, OREGON

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APR 2 1979

WATER RESOURCES DEPT.  
SALEM, OREGON

# Application for Transfer of Water Right

RECEIVED

APR 18 1979

WATER RESOURCES DEPT.  
SALEM, OREGON

To the STATE ENGINEER OF OREGON:

I, PETER H. KOEHLER  
(Name of applicant)

of Portland, County of Multnomah  
(Postoffice)

State of Oregon, do hereby make application for change

in place of use

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

1. The source of present water right is Tumalo Irrigation District  
(Name of stream)

2. The use to which the water is applied is Irrigation  
(Irrigation; Mining; Power; Manufacturing; etc.)

3. The name of the ditch, canal or pipe line is Tumalo Feed Canal

4. The point of diversion is located        ft.        and        ft.        from the         
(N. or S.) (E. or W.)

corner of        being within the         
(Section or subdivision)

of Section        Tp.        R.        W. M., in the County of         
(No. N. or S.) (No. E. or W.)

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

Twp.	Range	Sec.	NE 1-4				NW 1-4				SW 1-4				SE 1-4			
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4
<del>16 S</del>	<del>11 E</del>	<del>26</del>																
<del>26</del>	<del>16</del>	<del>11</del>																
<del>16 S</del>	<del>11 E</del>	<del>26</del>																
<del>26</del>	<del>16</del>	<del>11</del>									2.0							

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

(Attach separate sheet if necessary)

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

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

8. What is the date of priority of your water right? please see remarks last pg.

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

of permit



Please see bottom of pg.

10. Do you hold a water right certificate? yes If so, give number of certificate 26508  
(Yes or No) *83-00*

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

If so, give title of proceedings please see at bottom Tumalo Creek  
(Yes or No)

12. Is the water right recorded in your name? yes  
(If not, give name)

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

Twp.	Range	Sec.	NE 1-4				NW 1-4				SW 1-4				SE 1-4			
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4
16S	11E	26																
27	16	11																
16	12	19																
19	16	12			2.0													

*2006*  
1.0 AC SW NE to Hargen  
1.0 AC SW NE to Stafford  
2.0 AC

(Attach separate sheet if necessary)

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

0.4 AC NE SE to  
Unit C. Bricken  
2006 -

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

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

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

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

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

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

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

NATURE OF ENCUMBRANCE	HELD BY	AMOUNT

20. Reasons for the proposed changes are .....

That this water will be more beneficially used .....

RECEIVED

RECEIVED



# AFFIDAVIT OF APPLICANT

RECEIVED  
MAY 18 1979  
WATER RESOURCES DEPT.  
SALEM, OREGON

STATE OF OREGON,

County of Deschutes

ss.

I, PETER H. KOEHLER, 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 31<sup>st</sup> day of August, 1977

Peter H. Koehler  
(Name of applicant)

Subscribed and sworn to before me this 31<sup>st</sup> day of August, 1977

[Notarial Seal]

Margie E. McRae  
NOTARY PUBLIC FOR OREGON

My commission expires Sept. 10, 1979

Remarks Primary Right Cert. # 26050 40.0 ac. Priority date, Oct. 29, 1913  
Waters of Tumalo Cr. Crater Cr. Little Crater Cr. and Three  
Springs Branches Permit # 19628  
Supp. Right Cert. # 26051 37.0 Priority date of Apr. 7, 1911  
Permit # 624 Crescent Lake Reservoir  
Supp. Cert # 31412 Prior 1905 40.0 ac. 1905 Deschutes River

Board Approval Date, Aug. 9, 1977

Document prepared by Jeanine C. Brown

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



7475

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## MORTGAGE

Peter Koehler - owner ship

November 8

1973

Peter V. Koehler and Alice M. Koehler, husband and wife  
 1200 S.W. Tiger Drive, Portland, Oregon 97201  
 United States National Bank of Oregon  
 120 S.W. 10th, Portland, Oregon 97207

which is repayable with interest according to the terms of a promissory note dated the same as this mortgage, under which the first payment of principal and interest is due on or before \_\_\_\_\_ years from date. The term "indebtedness" as used in this mortgage shall mean (a) the principal and interest payable under the note, (b) any future amounts that the bank may in its discretion loan to borrower or Mortgagor, and (c) any sums paid or collected by the bank to discharge obligations of Mortgagor as provided under this mortgage.

To secure payment of the indebtedness and performance of all obligations of Mortgagor under this mortgage, Mortgagor mortgages to the bank all interest in and to the following property:

The Mortgagors are presently indebted to the bank in the principal sum of \$44,592.00, as evidenced by a promissory note dated September 26, 1973. To secure payment of the indebtedness of the Mortgagors to the bank as set forth in Paragraph 18 below, and also to secure performance of all obligations of the Mortgagors under this Mortgage, Mortgagors hereby mortgage to the bank all of their interests under a real estate purchase contract to the following described property:

40 acres - Tax Lot 300

The Northeast Quarter of the Southwest Quarter of Section Twenty-six (26), Township Sixteen (16) South, Range Eleven (11), East of the Willamette Meridian.

40 acres - Tax Lot 202/703

The Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section Twenty-six (26), Township Sixteen (16) South, Range Eleven (11) East of the Willamette Meridian, Deschutes County, Oregon.

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APR 2 1979

WATER RESOURCES DEPT.  
SALEM, OREGON

together with all appurtenances, all existing or subsequently created or offered improvements or additions, and all equipment, furnishings and other articles of personal property now or subsequently located on or used in connection with the property, all of which is collectively referred to as the property.

#### 1. Possession and Maintenance of the Property.

1.1 Until in default, Mortgagor shall remain in possession and control of the property and to the extent that the property consists of commercial improvements shall be free to operate and manage the property and conduct the business of operation. The property shall be maintained in good condition at all times. Mortgagor shall promptly make all necessary repairs, replacements and renewals so that the value of the property shall be maintained, and Mortgagor shall not commit or permit any waste on the property. Mortgagor shall comply with all laws, ordinances, regulations and private restrictions affecting the property.

1.2 To the extent that the property constitutes commercial property or a farm or other business, Mortgagor shall operate the property in such manner as to prevent deterioration of the land and improvements located on the property, except for reasonable wear and tear from proper use, and to the extent that the land is under cultivation, shall cultivate or otherwise operate the property according to good husbandry.

1.3 Mortgagor shall not demolish or remove any improvement from the property without the written consent of the bank.

#### 2. Completion of Construction.

It is agreed that all of the proceeds of the loan creating the indebtedness are to be used to construct or complete construction of any improvement on the property. The improvement shall be completed on or before the date of the maturity of the mortgage and Mortgagor shall use all of such proceeds in connection with the work.

#### 3. Taxes and Assessments.

Mortgagor shall pay within the time specified all taxes and assessments levied upon or assessed to the property and shall

pay or due all claims for work done on or for services rendered or material furnished to the property. Mortgagor shall maintain the property free of any liens having priority over or equal to the interest of the bank under this mortgage, except for the lien of taxes and assessments not delinquent and except as otherwise provided in 3.2.

3.2 Mortgagor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as the bank's interest in the property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Mortgagor shall within 15 days after the lien arises or, if a lien is filed, within 15 days after Mortgagor has notice of the filing, secure the discharge of the lien or deposit with the bank cash or a certified corporate money order or other security satisfactory to the bank in an amount sufficient to discharge the lien plus any costs, attorney's fees or other charges that could accrue as a result of a foreclosure or sale under the lien.

3.3 The borrower or the holder of the security in which the property is insured is authorized to deliver to the bank a written statement of the property times annual or using at any time.

#### 4. Insurance.

4.1 Mortgagor shall carry such insurance as the bank may require. The policy shall include insurance on the property against fire, theft, and other risks covered by a standard endorsement for commercial property, and such other risks as may be specified by the bank. The policy shall be issued by a company and under policies approved by the bank and shall be for an amount equal to the replacement cost of the property, including the full insurable value of the property, including contents, and an amount sufficient to comply with any requirements of the bank.

4.2 All policies of insurance on the property shall have an endorsement or a clause authorizing the bank to receive proceeds payable to the bank and shall be assigned to the bank. In the event of loss, Mortgagor shall immediately notify the bank, who may make such use of the proceeds as it may deem proper.



not made promptly by Mortgagee. Premiums shall be paid directly to the Bank which may contract with any insurance company and make a first endorsement which shall be binding upon Mortgagee. The Bank may, at its election, apply the proceeds to the reduction of the indebtedness or the restoration or repair of the Property.

4.3 At least 30 days prior to the expiration of any policy, a satisfactory renewal or substitute policy shall be secured by Mortgagee.

#### 5. Insurance Mortgage Insurance Premiums.

5.1 The Bank may require Mortgagee to maintain reserves for payment of taxes (including special assessments and other charges against the Property by governmental or quasi-governmental bodies) or premiums on insurance or both. The reserves shall be created by payment each month to the Bank of an amount determined by the Bank to be sufficient to produce, at least 30 days before they are due, amounts equal to or in excess of the taxes or insurance premiums to be paid. If at the time that payments are to be made the reserve for either taxes or insurance premiums is insufficient, Mortgagee shall, upon demand, pay such additional sum as the Bank shall determine to be necessary to cover the required payment.

5.2 If the Bank carries insurance covering the repayment of all or any part of the indebtedness, the premiums for such insurance shall be paid by Mortgagee, and the Bank may require Mortgagee to maintain a reserve for such purpose in the same manner as for taxes and insurance.

5.3 If Mortgagee desires to carry a package plan of insurance that includes coverage in addition to that required under this mortgage, the Bank may at its option establish and administer a reserve for that purpose. In such event the premium attributable to the required insurance coverage shall be paid separately, and the Bank may permit Mortgagee to furnish a certificate of insurance rather than deposit the policy as required in 4.2. If at any time the Bank holds an insufficient amount in the insurance reserve to cover the premium for the entire package policy, the Bank may, at its discretion, pay only that portion of the premium attributable to the required insurance coverage. If the blanket policy does not permit such partial payment, the Bank may use the reserve funds for the premium on a new, separate policy providing the required insurance coverage and allow the package policy to lapse. The Bank may from time to time establish reasonable service charges for the collection and disbursement of premiums on package plan insurance.

#### 6. Expenditures by the Bank.

If Mortgagee shall fail to comply with any provision of this mortgage, the Bank may, at its option, on Mortgagee's behalf take the required action and any amount that it expends in so doing shall be added to the indebtedness. Amounts so added shall be payable on demand with interest at the rate of ten percent per annum from the date of expenditure. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which the Bank may be entitled on account of the default, and the Bank shall not by taking the required action cure the default so as to bar it from any remedy that it otherwise would have had.

#### 7. Late Payment Penalty.

If any payment under the note is late by 15 days or more, the Bank may charge a penalty up to two cents for each dollar of payment so in arrears to cover the extra expense involved in handling delinquent payments. Collection of a late payment charge shall not constitute a waiver of or prejudice the Bank's right to pursue any other right or remedy available on account of the delinquency.

#### 8. Warranty Deference of Title.

8.1 Mortgagee warrants that he holds merchantable title to the Property in fee simple free of all encumbrances other than those enumerated in the title policy, if any, issued for the benefit of the Bank in connection with this transaction and accepted by the Bank.

8.2 Subject to the exceptions in 8.1 above, Mortgagee warrants and will forever defend the title against the lawful claims of all persons in the event any action or proceeding is commenced that questions Mortgagee's title or the interest of the Bank under this mortgage. Mortgagee shall defend the action at his expense.

#### 9. Condemnation.

9.1 If all or any part of the Property is condemned, the Bank may at its election require that all or any portion of the net proceeds of the award be applied on the indebtedness. The net proceeds of the award shall mean the award after payment of all condemnation costs, expenses and attorneys' fees reasonably paid or incurred by Mortgagee and the Bank in connection with the condemnation.

9.2 If net proceeds are insufficient to pay the indebtedness, Mortgagee shall guarantee title with respect to any tax matters to defend the action and obtain the award.

#### 10. Assignment of Tax to the State.

10.1 The following shall constitute state taxes to which this mortgage applies:

(a) A tax on the debt mortgagee or lender or on the part of the mortgagee or lender to pay the indebtedness.

(b) A tax on the debt mortgagee or lender to pay the indebtedness.

(c) A tax on the debt mortgagee or lender to pay the indebtedness.

(d) A tax on mortgagee premiums chargeable against the mortgagee on the holder of the note secured.

(e) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by a mortgagee.

10.2 If any state tax to which this paragraph applies is assessed subsequent to the date of this mortgage, this shall have the same effect as a default, and the Bank may exercise any or all of the remedies available to it in the event of a default unless the following conditions are met:

(a) Mortgagee may lawfully pay the tax or charge imposed by the state tax, and

(b) Mortgagee pays or offers to pay the tax or charge within 30 days after notice from the Bank that the tax law has been enacted.

#### 11. Transfer by Mortgagee.

11.1 Mortgagee shall not, without the prior written consent of the Bank, transfer Mortgagee's interest in the Property, whether or not the transferee assumes or agrees to pay the indebtedness. If Mortgagee or a prospective transferee applies to the Bank for consent to such a transaction, the Bank may require such information concerning the transferee as would normally be required from a new loan applicant. The Bank shall not unreasonably withhold its consent.

11.2 As a condition of its consent to any transfer, the Bank may in its discretion impose a service charge not exceeding one percent of the original amount of the indebtedness, any way increase the interest rate of the indebtedness by not more than one percent per annum.

11.3 No transfer by Mortgagee shall relieve Mortgagee of liability for payment of the indebtedness. Following a transfer, the Bank may agree to any extension of time for payment or modification of the terms of this mortgage or the promissory note or waive any right or remedy under this mortgage or the promissory note without relieving Mortgagee from liability. Mortgagee waives notice, presentment and protest with respect to the indebtedness.

#### 12. Security Agreement; Financing Statements.

12.1 This instrument shall constitute a security agreement with respect to any personal property included within the description of the Property.

12.2 Mortgagee shall join with the Bank in executing one or more financing statements under the Uniform Commercial Code and shall file the statement at Mortgagee's expense in all public offices where filing is required to perfect the security interest of the Bank in any personal property under the Uniform Commercial Code.

#### 13. Release on Full Performance.

If Mortgagee pays all of the indebtedness when due and otherwise performs all of its obligations under this mortgage and the note, the Bank shall execute and deliver to Mortgagee a suitable release and satisfaction of this mortgage and suitable statements of termination of any financing statements on file evidencing the Bank's security interest in personal property.

#### 14. Default.

The following shall constitute events of default:

14.1 Failure of Mortgagee to pay any portion of the indebtedness when it is due.

14.2 Failure of Mortgagee within the time required by this mortgage to make any payment for taxes, insurance, or mortgage insurance premiums or for reserves for such payments, or any payment necessary to prevent filing of or discharge any lien.

14.3 Failure of Mortgagee to perform any other obligation under this mortgage within 30 days after receipt of written notice from the Bank specifying the failure.

#### 15. Rights and Remedies on Default.

15.1 Upon the occurrence of any event of default and at any time thereafter, the Bank may exercise any one or more of the following rights and remedies:

(a) The right at its option to cause a borrower to declare the entire indebtedness immediately due and payable.

(b) With respect to all or any part of the Property that constitutes security, the right to foreclose by judicial foreclosure in accordance with applicable law.

(c) With respect to all or any part of the Property that constitutes security, the right to exercise a non-judicial foreclosure in accordance with applicable law.

(d) The right, without notice to Mortgagee, to take possession of the Property and collect all rents and profits, including those now due and unpaid, and apply the net proceeds, over and above the Bank's costs, against the indebtedness. In the absence of the right, the Bank may, at its option, to take possession of the Property and collect all rents and profits, including those now due and unpaid, and apply the net proceeds, over and above the Bank's costs, against the indebtedness. The Bank may, at its option, to take possession of the Property and collect all rents and profits, including those now due and unpaid, and apply the net proceeds, over and above the Bank's costs, against the indebtedness.



Property, with the power to protect and preserve the Property and to operate the Property pending foreclosure or sale and apply the proceeds, over and above and of the encumbrance, against the indebtedness. The lender may serve without bond if permitted by law. The Bank's right to the appointment of a receiver shall extend whether or not apparent value of the Property exceeds the indebtedness by a substantial amount.

(b) Any other right or remedy provided in this mortgage or the promissory note evidencing the indebtedness.

15. In exercising its rights and remedies, the Bank shall be free to sell all or any part of the Property together or separately or to sell multiple portions of the Property and refrain from selling other portions. The Bank shall be entitled to bid at any public sale on all or any portion of the Property.

16. The Bank shall give Mortgagee reasonable notice of the time and place of any public sale of any personal property or of the time after which any personal sale or other intended disposition of the property is to be made. Reasonable notice shall mean notice given at least ten days before the time of the sale or disposition.

17. A waiver by either party of a breach of a provision of this agreement shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Neither by the Bank in power any remedy shall not exclude pursuit of any other remedy, and in addition to make expenditures or take action to perform its obligation of Mortgagee under this mortgage when failure of Mortgagee to perform shall not affect the Bank's right

to declare a default and exercise its remedies under this mortgage 18.

18. In the event suit or action is instituted to enforce any of the terms of this mortgage, the Bank shall be entitled to recover from Mortgagee such sum as the court may adjudge reasonable as the costs of suit and on any appeal. All reasonable expenses incurred by the Bank that are necessary or any loss in the Bank's position for the protection of its interest in the enforcement of its rights, including without limitation, the cost of searching records, obtaining title reports, or expert reports, attorney's opinions or title insurance, whether or not any court action is involved, shall however be part of the indebtedness payable on demand and shall bear interest at the rate of ten percent per annum from the date of expenditure or its payment.

19. Notices.

Any notice under this mortgage shall be in writing and shall be effective when actually delivered or, if mailed, when deposited in registered or certified mail directed to the address stated in this mortgage. Either party may change the address for notice by written notice to the other party.

20. Successors Bound.

21. Subject to the limitations stated in this mortgage as to the Mortgagee's interest, this mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns.

22. In executing this mortgage the Bank mortgage shall incorporate the term security agreement when the instrument is being executed with respect to any personal property.

19. The term "indebtedness" as used in this mortgage shall mean (a) the principal and interest payable under the note referred to above, (b) any future amounts that the Bank may in its discretion loan to Mortgagee plus interest thereon, and (c) any sums paid or advanced by the Bank to discharge the obligations of the Mortgagee as permitted under this mortgage.

*Alfred W. Koehler*  
*Peter H. Koehler*

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON, County of Multnomah ) ss.

November 9, 1974

Personally appeared the above-named Peter E. Koehler  
 and Alfred W. Koehler

and acknowledged the foregoing instrument to be their  
 voluntary act.

*[Signature]*  
 Notary Public for Oregon  
 My commission expires 11-16-77

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON, County of ) ss.

19

Personally appeared \_\_\_\_\_, and  
 \_\_\_\_\_, who, being sworn, stated  
 that he, the said \_\_\_\_\_, is a  
 \_\_\_\_\_, and he, the said \_\_\_\_\_, is a \_\_\_\_\_

of \_\_\_\_\_ of Greater corporation and that  
 the said signed herein is its seal and that this deed was voluntarily  
 signed and acted in behalf of the corporation by authority of its Board  
 of Directors.

Witness me  
 Notary Public for Oregon  
 My commission expires \_\_\_\_\_

NOTARIAL JUDICIAL

STATE OF OREGON

County of \_\_\_\_\_ ) ss.  
 This \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
 of \_\_\_\_\_, the undersigned, a Notary Public in and for said County and State, the within named \_\_\_\_\_

known to me to be the party named or who executed the foregoing instrument and who  
 \_\_\_\_\_ of the \_\_\_\_\_  
 acknowledged to me that he executed and delivered freely and voluntarily for the purposes and use herein mentioned, or behalf of  
 and \_\_\_\_\_

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal the day and year first above written

Notary Public in and for said County and State



11410

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## SATISFACTION OF REAL PROPERTY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: THAT UNITED STATES NATIONAL BANK OF OREGON, a national banking association, hereby certifies and declares that a mortgage dated November 8, 1974 made and executed by Peter H. Koehler and Alice M. Koehler, husband and wife, mortgagor s, to United States National Bank of Oregon, Century Tower Branch, mortgagee, and recorded on the 22nd day of November, 1974, in book 196 of the mortgage records of Deschutes County, Oregon, on page 512.

is satisfied and discharged.

IN WITNESS WHEREOF, UNITED STATES NATIONAL BANK OF OREGON has hereunto set its corporate name and seal, by its proper officer(s) thereunto duly authorized, this 22nd day of January, 1974.

UNITED STATES NATIONAL BANK OF OREGON

By Edmond R. PlummerTitle Manager

By \_\_\_\_\_

Title \_\_\_\_\_



On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_

both to me personally

known, who, being duly sworn, states that the seal of the United States National Bank of Oregon is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors.

ident and assistant cashier, respectively, of UNITED corporation, and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by instrument to be the free act and deed of said corporation.

BEFORE ME:

Notary Public for Oregon

My Commission Expires \_\_\_\_\_

## ACKNOWLEDGMENT FOR BRANCH USE ONLY

STATE OF OREGON

County of Multnomah

On this 22nd day of January, 1974, personally appeared \_\_\_\_\_

Edmond R. Plummer, to me personally known, who, being duly sworn, did say that he is the

Manager of the Century Tower Branch of UNITED STATES NATIONAL BANK OF OREGON, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said corporation.





C. O. Dobbins	Sept. 1900	0.844 0143	59.1		15.3 acres in NW $\frac{1}{4}$ NE $\frac{1}{4}$ 31.4 acres in NE $\frac{1}{4}$ NW $\frac{1}{4}$ 12.4 acres in NW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 22 T. 16 S., R. 11 E., W.M.
	April 28, 1905	0.296 0143	20.7		20.7 acres in NW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 22 T. 16 S., R. 11 E., W.M.
R. W. Denning	Sept. 1900	0.229 0043	16.0		16.0 acres in SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 22 T. 16 S., R. 11 E., W.M.
	June 1, 1907	0.400 0143	28.0	2 <sup>nd</sup> Ac Trsf. Sp. Or. V27 P. 499 3 <sup>rd</sup> Ac Trsf. Sp. Or. 20 p. 10	28.0 acres in SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 22 T. 16 S., R. 11 E., W.M.
J. A. McCullough	Sept. 1900	0.667 0143	46.7		12.5 acres in NE $\frac{1}{4}$ SW $\frac{1}{4}$ 15.1 acres in NW $\frac{1}{4}$ SW $\frac{1}{4}$ 19.1 acres in SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 22 T. 16 S., R. 11 E., W.M.
Donald L. McClean	Sept. 1900	0.503 0143	35.2		12.2 acres in SE $\frac{1}{4}$ SW $\frac{1}{4}$ 23.0 acres in SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 22 T. 16 S., R. 11 E., W.M.
Susan B. Turner	Sept. 1900	0.571 0143	40.0	T-2933 6 <sup>th</sup> Trsf. Sp. Or. 140 T-4057 POUA 12 <sup>th</sup> Ac. NE SW T-4181 POUA 22 <sup>nd</sup> Ac. NE SW	40.0 acres in NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 26 T. 16 S., R. 11 E., W.M.
C. L. Allen	June 1, 1907	0.380 0143	26.6		5.3 acres in SW $\frac{1}{4}$ SW $\frac{1}{4}$ 8.8 acres in SE $\frac{1}{4}$ SW $\frac{1}{4}$ 12.5 acres in SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 23 T. 16 S., R. 11 E., W.M.