

Name Phillip S. + Helen L. Olson
 By C.O.I.D.
 Address 6855 S.W. Quarry
Redmond, OR. 97756

4352

DESCRIPTION OF WATER RIGHT

Name of stream Deschutes River
 Trib. of _____ County of Deschutes
 Use irrigation
 Quantity of water _____ No. of acres 10
 Name of ditch Pilot Butte Canal
 Date of priority Oct 31, 1900 + Dec 2, 1907
 In name of L. Brandt
Deschutes River Adjudication, Vol. 16, page 138^{580A}
 App. No. _____ Per. No. _____ Cert. No. 29052
 Certificate cancelled _____
 Notation made on record by _____

FEES PAID

Date	Amount	Receipt No.
<u>12-21-79</u>	<u>30.00</u>	<u>15452</u>
TOTAL . . .		
	Cert. Fee	

Change in POU
 Date filed Dec. 21, 1979
 Date of hearing _____
 Place of hearing _____
 Date of order 3-12-80 Vol. 33, page 40
 Date for application of water 10-1-81
 Proof mailed _____
 Proof received _____
 Certificate issued _____ Vol. _____, page _____

FEES REFUNDED

Date	Amount	Check No.

to survey 5/80

REMARKS

Surveyed 5/8/84

W.R.I.S.

Assembled 7-3-85 by SJD

Entered _____ by _____

Verified _____ by _____

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

BEFORE THE WATER RESOURCES DIRECTOR OF OREGON

DESCHUTES COUNTY

IN THE MATTER OF THE APPLICATION OF)
PHILLIP J. & HELEN L. OLSON (CENTRAL)
OREGON IRRIGATION DISTRICT) FOR APPROVAL)
OF A CHANGE IN PLACE OF USE OF WATER)

ORDER APPROVING
TRANSFER NO. 4352

On December 21, 1979, an application was filed in the office of the Water Resources Director by Phillip J. & Helen L. Olson for approval of a change in place of use from Deschutes River, pursuant to the provisions of ORS 540.510 to 540.530.

By Decree of the Circuit Court for Deschutes County, Oregon, entered September 30, 1958, in the Matter of the Determination of the Relative Rights to the Use of the Waters of Deschutes River and its Tributaries, a water right was allowed in the name of Central Oregon Irrigation District for the use of the waters of Deschutes River for irrigation of, among other lands, a certain 1.0 acre in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2, Township 16 South, Range 12 East, W.M., being tabulated in the name of L. Brandt at Volume 16, Page 138, with dates of priority of October 31, 1900 and December 2, 1907, as evidenced by certificate of water right recorded at Page 29052, Volume 21, State Record of Water Right Certificates. These lands also have a supplemental right under permit No. 23256 to the use of water stored in Crane Prairie Reservoir with a date of priority of February 28, 1913. These lands are irrigated by means of the Pilot Butte Canal.

The applicants herein, owners of the lands above described, propose to transfer the water right therefrom, without loss of priority, to a certain other 1.0 acre in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 2.

The lands involved herein are within the boundaries of the Central Oregon Irrigation District and the Board of Directors of said District approved the proposed change in place of use of water at a regular meeting held June 12, 1979.

Mr. Robert F. Main, Jr., Watermaster, has filed a statement to the effect that the proposed change in place of use may be made without injury to existing rights.

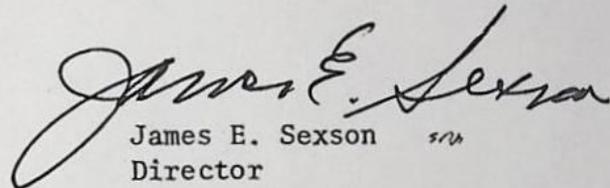
No objections having been filed and it appearing that the proposed change in place of use of water may be made without injury to existing rights, the application should be approved.

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, 1981.

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

Dated at Salem, Oregon this 12th day of March, 1980.


James E. Sexson 5/26
Director

RECEIVED
MAY 5 1980
WATER RESOURCES DEPT
SALEM, OREGON

NOTICE OF COMPLETION OF CHANGE IN

place of use from Deschutes River

PURSUANT TO TRANSFER APPLICATION NO. 4352

I, Phillip J. Olson, 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 1, 1980.

5/1/80
Date

Phillip J. Olson
Signature

(Mail to the Water Resources Department, Salem, Oregon 97310.)

OK
Jcy

T-4352

RECEIVED
DEC 21 1979
WATER RESOURCES DEPT
SALEM, OREGON

Application for Transfer of Water Right

To the WATER RESOURCES DIRECTOR OF OREGON:

We Phillip J. Olson and Helan L. Olson

(Name of applicant)

of 6855 S.W. Quarry

(Mailing address)

Redmond

(City)

State of Oregon

97756

(Zip Code)

548-5507

(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? No. L Brandt, page 138

(If not, give name)

2. Was your water right determined by Decree of Court? Yes If so, give title of proceedings

(Yes or No)

Adjudication of the Deschutes River

number of certificate 29052

3. Was your water right acquired by Water Right Permit? No 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 Deschutes River, Pilot Butte Canal

5. What is the date of priority of your water right? Oct. 31, 1900 and Dec. 2, 1907

6. The authorized point of diversion is located ft. and ft. from the

(N. or S.)

(E. or W.)

corner of being within the 1/4 1/4 of Section Tp. R. W. M.,

(No. N. or S.)

(No. E. or W.)

in the county of Deschutes 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 1/4 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:

Township North or South	Range E. or W. of Willamette Meridian	Section	List 1/4-1/4 of Section	Number Acres To Be Irrigated
16	12	2	SW1/4 SE1/4	✓ 1.0

(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.? yes
(Answer Yes or No)

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

NATURE OF ENCUMBRANCE	HELD BY	AMOUNT
None		

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:

Township North or South	Range E. or W. of Willamette Meridian	Section	List 1/4-1/4 of Section	Number Acres To Be Irrigated
16	12	2	SW1/4 SE1/4	✓ 1.0

(If more space required, attach separate sheet)

14. Reasons for the proposed changes are more beneficial use

15. Construction work will be completed on or before _____

16. The water will be completely applied to the proposed use on or before Oct. 1, 1980

Remarks Water rights being transferred to other lands being purchased under contract by Phillip and Helen Olson from Ronald E. Dahlen.

Approved by the Board of Directors of Central Oregon Irrigation District
at a regular meeting held June 12, 1979

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

Wex, Phillip J. Olson and Helen L. Olson, 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 30th day of May, 1979

x Phillip J. Olson
x Helen L. Olson
(Name of applicant)

Subscribed and sworn to before me this 30th day of May, 1979

[Notarial Seal]

Robert P. Anderson
NOTARY PUBLIC FOR OREGON

My commission expires 9/14/79



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

WATER RIGHT NO. T0000 ~~43521~~ PERMIT NO. 016138 CERTIF. NO. 029052
ORIG. NO. C000290521 PREV. NO. C000290521 SUPER. NO.

NAME: PHILLIP & HELEN OLSON
ADDRESS: COID PO BOX548
CITY/STATE/ZIP/COUNTY: REDMOND, OR 97756

09

STREAM-ID 05 1980 RIV.MI. 0.0 WM.DIST. 11 W.R.TYPE SC STATUS V

CANCEL YEAR----> CONSTR.COMPLT--> YR.LAST USED-----> NEXT ACTION DUE-->
PRIORITY-----> 10 31 1900 PUT TO USE-----> LAST TRANS.DATE--> LAST TRANS.TYPE-->
APPLICATION---> 12 21 1979 SURVEYED-----> 05 08 1984 EXAM.FEE-----> 20.00 RECORDING FEE----> 10.00
PERMIT ISSUE--> 03 12 1980 CONCURRENCE-----> CYCLE STATUS-----> REPORTED FLAG---->
CONSTR.STRT.--> 03 12 1980 CERTIFIED-----> CORRES.INIT.-----> CORRES.DATE----->

POINT-OF-DIVERSION DATA;						RIV.MI.	RATE	STATUS	S	OR	P
TWNSP	RNGE	SECT	QTR/QTR	STREAM-ID							
170S	120E	29	A D	05 1980	rs	164.9		V			P
180S	120E	13	A C	05 1980	co	171.0		V			P
						0.0					

** REMARKS; - - - - -
** DATED-->
** PRIORITY ALSO 12-2-1907. CHANGES POLL
** PART OF C-29052 PILOT BUTTE CENTRAL
** OREGON CANAL TAB IN NAME OF L. BRANDT.

PLACE-OF-USE DATA:							STATUS	S	OR	P
TWNSP	RNGE	SECT	QTR/QTR	CNTY	USE %	CNSMTV	ACRES			
160S	120E	02	D C	09	IR	100.00	1.00	V		P

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

W.R.I.S.

Assessed: 7-3-85 by SDP

Entered: _____ by _____

Verified: _____ by _____



Ken Redwood

STATE OF OREGON

INTEROFFICE MEMO

TO: TRANSFERS, WATER RIGHTS DIVISION

DATE: Jan 23, 1980

FROM: ** Robert F. Main, Jr., Watermaster

SUBJECT: WATER RIGHT TRANSFER APPLICATION NO. 4352

IN THE NAME OF Phillip J. & Helen L. Olson

RECEIVED

JAN 25 1980

WATER RESOURCES DEPT.
SALEM, OREGON

In my opinion the proposed change in POU of water from Deschutes River
MAY BE MADE WITHOUT INJURY WOULD RESULT IN INJURY* to an existing water right.

Headgate notices HAVE HAVE NOT been issued for diversion from the sources which serves this right.

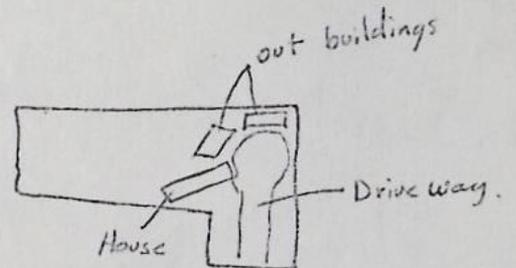
If for change in point of diversion, is there any intervening point of diversion between the authorized and the proposed points of diversion? _____
(yes or no)

In my opinion, the order approving the subject transfer application should include the following in regard to the appropriator installing suitable measuring devices in the diversion works:

- (1) PRIOR to the diverting of water at the new point of diversion . . .
- X (2) When in the judgment of the watermaster it becomes necessary . . .

* The approval of this transfer application would result in injury to other water rights because there is a home with out buildings on the property they appear to have been there a few years

** Bob Main
Watermaster's signature or initials



RECEIVED

DEC 21 1979

WATER RESOURCES DEPT
SALEM, OREGON

Area is approximate

T-4352



Central Oregon Irrig-

gation District -
Name and Postoffice Address -
Continued Appropriator

L. Brandt

Date of
Relative
Priority

Amount
Cubic Feet
Per Second

Number
Acres

Use

Name of Ditch

Stream

Description of Land or
Place of Use

L. Brandt

45.0

4⁰ Acres Test. Sp. Or. Vol. 11, 210
T-4302 A 1250 1.070

24.0 acres in the SE $\frac{1}{4}$ SW $\frac{1}{4}$,
21.0 acres in the SW $\frac{1}{4}$ SE $\frac{1}{4}$,
Section 2,
T. 16 S., R. 12 E., W.M.

F. L. Bristlen

68.0

0.25. acre ref. V 16 p. 36
3²⁵ A. Test Sp. Or. V. 24 p. 226

28.0 acres in the SE $\frac{1}{4}$ SE $\frac{1}{4}$,
Section 2,
10.0 acres in the NE $\frac{1}{4}$ NE $\frac{1}{4}$,
30.0 acres in the NW $\frac{1}{4}$ NE $\frac{1}{4}$,
Section 11,
T. 16 S., R. 12 E., W.M.

Martha Conklin

39.0

4.5 acres in the NE $\frac{1}{4}$ SE $\frac{1}{4}$,
29.5 acres in the SE $\frac{1}{4}$ SE $\frac{1}{4}$,
Section 9,
5.0 acres in the NW $\frac{1}{4}$ SW $\frac{1}{4}$,
Section 10,
T. 16 S., R. 12 E., W.M.

See also under:
Deschutes Reclamation and Irrigation Company.

Dean N. Parker

75.0

28.0 acres in the NE $\frac{1}{4}$ NE $\frac{1}{4}$,
36.0 acres in the SE $\frac{1}{4}$ NE $\frac{1}{4}$,
Section 10,
1.0 acre in that part of
the NE $\frac{1}{4}$ SW $\frac{1}{4}$,
10.0 acres in that part of
the NW $\frac{1}{4}$ SW $\frac{1}{4}$,
Section 11,
T. 16 S., R. 12 E., W.M.,
described as follows:
Beginning at the SW corner
of said NW $\frac{1}{4}$ SW $\frac{1}{4}$, thence

north along the west line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ 325 ft., thence east
on a line parallel with the south line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ 1575 ft.,
more or less, to the west r/w line of the old Dalles-California
Highway, thence southwesterly along said r/w line to said south
line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$, thence west along said south line 1375 ft.,
more or less, to the point of beginning.

See also under:
Deschutes Reclamation and Irrigation Company.

H. T. Mikkelsen

73.0

33.0 acres in the SW $\frac{1}{4}$ SW $\frac{1}{4}$,
40.0 acres in the SE $\frac{1}{4}$ SW $\frac{1}{4}$,
Section 10,
T. 16 S., R. 12 E., W.M.

Leslie W. Hagerty

71.0

37.0 acres in the SW $\frac{1}{4}$ SE $\frac{1}{4}$,
34.0 acres in the SE $\frac{1}{4}$ SE $\frac{1}{4}$,
Section 10,
T. 16 S., R. 12 E., W.M.

John Kirk

103.0

18.0 acres in the SW $\frac{1}{4}$ NE $\frac{1}{4}$,
22.0 acres in the SE $\frac{1}{4}$ NE $\frac{1}{4}$,
33.0 acres in the NE $\frac{1}{4}$ SE $\frac{1}{4}$,
30.0 acres in the NW $\frac{1}{4}$ SE $\frac{1}{4}$,
Section 11,
T. 16 S., R. 12 E., W.M.

See also under:
Deschutes Reclamation and Irrigation Company.

R. D. Schultz

2.5

2.5 acres in that part of
the SW $\frac{1}{4}$ NW $\frac{1}{4}$,
Section 11,
T. 16 S., R. 12 E., W.M.,
described as follows: The
north 208.71 ft. of said
SW $\frac{1}{4}$ NW $\frac{1}{4}$.

CENTRAL OREGON IRRIGATION DISTRICT

MUNICIPAL CORPORATION OF THE STATE OF OREGON

BOARD OF DIRECTORS

DON MILTENBERGER, PRESIDENT
KENNETH WERTH, VICE-PRESIDENT
WILLIAM PREWITT
DON FARRIER
TOM KASBERGER

847 SOUTH SIXTH STREET • P. O. BOX 548
REDMOND, OREGON 97756
PHONES 548-2413, 548-3151

ROBERT A. ANDERSON
SECRETARY-MANAGER
DIANA L. EWING
ASSISTANT SECRETARY
J. VINCE HURLEY
COUNSEL

T-4352

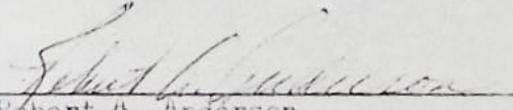
May 30, 1979

RECEIVED
DEC 21 1979
WATER RESOURCES DEPT
SALEM, OREGON

To Whom This May Concern

On this date Phillip J. Olson and Helen L. Olson have filed a water right transfer application Transferring 1.0 acre of water right from 16122 1402 2-4 to 16122 16002-4. Said application will be submitted to the District Board of Directors on June 12, 1979 for approval.

Signed


Robert A. Anderson
Secretary-Manager

PHILLIP J. OLSON
HELEN L. OLSON

~~4580 SWEET ROAD~~

~~SPRINGFIELD, ORE 97477~~

6855 SW QUARRY
REDMOND, ORE 97756

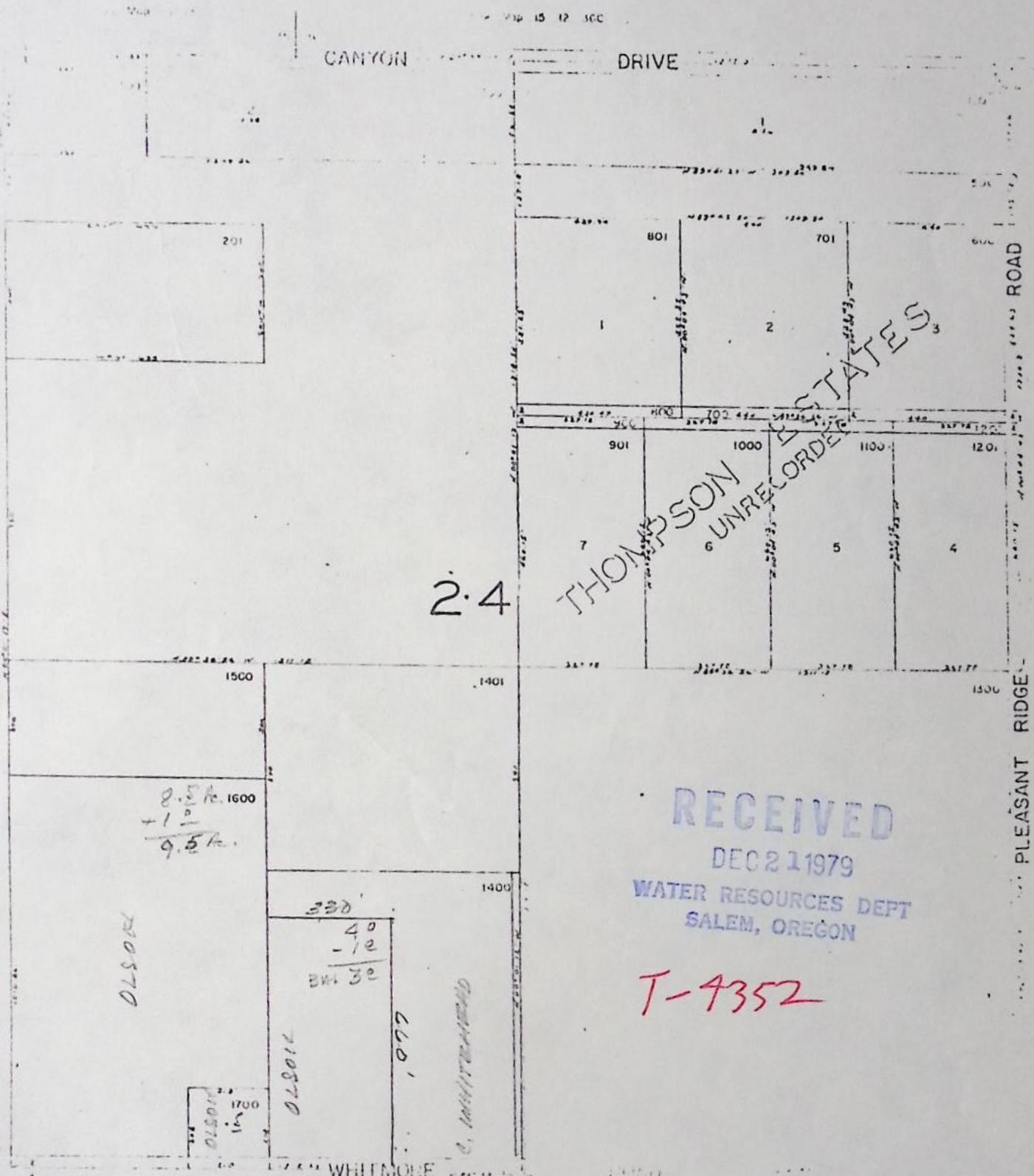
16 12 21

E1/2 SEC 2 T10S 12E W.M.
DESGRIPES COUNTY

1967

Map 15 12 300

CANYON DRIVE



See Map 16 12 2C

See Map 16 12 1C

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DEC 21 1979

WATER RESOURCES DEPT
SALEM, OREGON

T-4352

15777

T-4352

VOL 245 PAGE 187

WARRANTY DEED

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DEC 21 1979

WATER RESOURCES DEPT
SALEM, OREGON

Until a change is requested, all tax statements shall be sent to:

4580 Jasper Road
Springfield, Ore 97477

CARLTON R. SHANNON and ARIJA SHANNON, Grantors, convey and warrant to PHILLIP J. OLSON and HELEN L. OLSON, husband and wife, Grantees, the following described real property free of encumbrances except as specifically set forth herein:

Description of a parcel of land situate in and being the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 2, Township 16 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon and now to be more particularly described as follows:

11
"From

Commencing at a 3/4 inch pipe at the South 1/4 corner of said Section 2, Township 16 South, Range 12 East of the Willamette Meridian, the Initial Point; thence South 89° 32'26" East along the Southerly line of said Section 2, 656.16 feet to a 1/2 inch pipe at the W-E 1/64th corner and the true POINT OF BEGINNING; thence North 00°00'04" East along the Westerly line of said Southeast 1/4 Southwest 1/4 Southeast 1/4, 658.90 feet to a 1/2 inch pipe at the Southwest 1/64th corner of said Southeast 1/4; thence South 89°34'43" East along the Northerly line of said Southeast 1/4 Southwest 1/4 Southeast 1/4, 327.93 feet to a 1/2 inch pipe at the C-E 1/256th corner of said Southwest 1/4 Southeast 1/4; thence South 00°00'43" East along the Easterly line of said West 1/2 Southeast 1/4 Southwest 1/4 Southeast 1/4, 659.12 feet to a 1/2 inch pipe at the E-W-E 1/256th corner; thence North 89°32'26" West along the Southerly line of said Section 2, 328.08 feet to the POINT OF BEGINNING; EXCEPT that portion lying within the right of way of Whitmore Road.

TOGETHER with 1/3 interest in that certain Well Agreement dated August 30, 1973, and Addendum thereto dated January 21, 1977.

TOGETHER with 2.5 acres of Central Oregon Irrigation District water rights.

SUBJECT TO:

(1) Ditches and canals of Central Oregon Irrigation District;

PROFESSIONAL TITLE CO.
OF DESCHUTES COUNTY
103 OREGON AVENUE
BEND, OREGON 97701
ORDER NO. 403P

LAW OFFICES OF
MERRILL & O'SULLIVAN
327 N.W. GREENWOOD
BEND, OREGON 97701

T-4352

(2) The premises are within and subject to the statutory powers, including the power of assessment, of Central Oregon Irrigation District.

The true and actual consideration for this conveyance is \$8,000.00.

DATED this 21 day of January, 1977.

Carlton R. Shannon
CARLTON R. SHANNON

Arija Shannon
ARIJA SHANNON



STATE OF OREGON)
County of Deschutes) ss.

Jan. 21, 1977.

Personally appeared the above named CARLTON R. SHANNON and ARIJA SHANNON and acknowledged the foregoing instrument to be their voluntary act. Before me:

Wendell Heierman
Notary Public for Oregon
My Commission Expires: 6/24/79

16707

INDEX
STATE OF OREGON
County of Deschutes
... was received for Record
8 day of Feb. A.D. 1977
4:31 P.M. and recorded
245 of Page 188
Ducks
MERRIAM BATTERSON
Clerk
Dorie P. ...

MERRILL & O'SULLIVAN
327 N.W. Greenwood
BENTON, OREGON 97101

REAL ESTATE CONTRACT

RECEIVED

DEC 21 1979

WATER RESOURCES DEPT.
SALEM, OREGON

1. PARTIES:

J-4352

Seller: Ronald E. Dahlen and I. Jean Dahlen, husband and wife.

Purchaser: Phillip J. Olson and Helen L. Olson, husband and wife.

Address for Mailing Tax Statements: 6661 S. W. Quarry Avenue
Redmond, OR 97756

2. DESCRIPTION OF PROPERTY: The Seller hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to buy of the Seller the following described real premises, to-wit:

In Township 16 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon:

Section 2: The West Half of the Southwest Quarter of the Southeast Quarter (W1/2 SW1/4 SE1/4) EXCEPTING THEREFROM the following two exceptions:

EXCEPTION NO. 1: The North 300 feet of said West 1/2 of the Southwest 1/4 of the Southeast 1/4;

EXCEPTION NO. 2: A parcel of land situate in the Southeast corner of said West 1/2 of the Southwest 1/4 of the Southeast 1/4 more particularly described as follows: Beginning at the Southeast corner of said West 1/2 of the Southwest 1/4 of the Southeast 1/4 and thence northerly 208 feet along the East boundary line thereof; thence westerly 208 feet to a point; thence southerly 208 feet to a point on the south line of said West 1/2 of the Southwest 1/4 of the Southeast 1/4 to a point; thence easterly 208 feet along the south line of said West 1/2 of the Southwest 1/4 of the Southeast 1/4 to the point of beginning.

TOGETHER WITH an appurtenant water right of 8-1/2 acres under the system of the Central Oregon Irrigation District.

SUBJECT TO:

1. Existing roads, highways, ditches, canals, easements and rights of way of record and reservations contained in State deeds and federal patents.

3. PURCHASE PRICE AND PAYMENT: The total purchase price for said property is the sum of TWENTY-TWO THOUSAND FOUR HUNDRED (\$22,400.00) DOLLARS, upon which purchase price has been paid the sum of SIX THOUSAND FOUR HUNDRED (\$6,400.00) DOLLARS. The unpaid balance of the purchase price in the sum of SIXTEEN THOUSAND (\$16,000.00) DOLLARS shall be due and payable in monthly instalments as follows:

The sum of \$198.38 or more on or before January 5, 1978 and a like sum of \$198.38 or more on or before the same day of each and every month thereafter until the full amount of principal and interest as hereinafter provided shall have been paid in full.

The unpaid balance of the purchase price shall bear interest from December 23, 1977 at the rate of eight and one-half per cent (8-1/2%) per annum and said monthly instalments as aforesaid shall be applied first upon accrued interest and the remainder to be applied upon the principal balance then remaining unpaid. This contract may not be prepaid until after January 1, 1978, and thereafter Purchaser shall have the privilege of increasing any monthly payment or prepaying the whole balance of the purchase price at any time, providing that no additional payments shall be credited as regular future payments nor excuse Purchaser from making the regular payments provided for in this agreement.

T-4352

4. TAXES AND ENCUMBRANCES: Seller represents and warrants that real estate taxes on said premises have been paid in full through June 30, 1978 and water charges to the Central Oregon Irrigation District have been paid in full through the calendar year 1977 and Purchaser promises and agrees to pay all other taxes, assessments and public charges hereafter levied and assessed against said premises as the same shall become due and payable and before delinquency and not to allow said premises to become subject to any lien or claim which would have precedence to the interest of the Seller herein.
5. POSSESSION AND USE: Purchaser shall be entitled to possession of said premises as of December 15, 1977 and thereafter during the life of this agreement. Purchaser agrees to use the premises in a lawful manner and commit no waste or strip thereof and not to remove any buildings or permanent structures thereon without Seller's consent and to keep the premises and improvements thereon in a good state of repair, except that Purchaser is authorized to remove the existing buildings on said premises. Purchaser agrees to beneficially apply all appurtenant water rights to said premises and not to allow the same to become forfeit for non-use thereof.
6. PERFORMANCE BY SELLER: Upon full payment of all sums herein mentioned to be paid by Purchaser to Seller, the Seller agrees to execute and deliver to Purchaser proper warranty deed conveying said premises unto Purchaser free and clear of liens and encumbrances of any nature whatsoever, except as specifically mentioned in Paragraph 2 hereof, and taxes, assessments and public charges herein mentioned by Purchaser to be paid and liens and encumbrances suffered by Purchaser to accrue.
7. TITLE INSURANCE: Contemporaneously herewith Seller will furnish Purchaser with a good and sufficient policy of title insurance in the amount of the purchase price hereof showing title vested in Seller subject only to the matters set forth herein, which is and shall be the only evidence of title required by Seller to furnish Purchaser.
8. FIRE INSURANCE: There being no buildings of value on the premises, Purchaser is not required to maintain fire insurance in favor of Seller.
9. PURCHASER'S UNPAID CHARGES: If the Purchaser shall fail to pay any taxes, charges or insurance premium or any lien or encumbrance as hereinabove provided for, the Seller may, at their option, do so, and any payments so made shall be added to and become a part of the unpaid balance of this contract and shall bear interest at the same rate as the principal balance hereof, without waiver of any rights arising to the Seller for a breach of covenant of this agreement, and all such payments shall be immediately due and payable at the option of Seller and the payment thereof shall be a condition of this agreement.
10. SELLER'S UNPAID CHARGES: If Seller shall fail to pay any charge, lien or encumbrance which it shall be Seller's obligation to pay which shall become a lien or charge against said real property having precedence to the interest of Purchaser herein, Purchaser may pay the same and credit the same upon the next maturing instalment or instalments becoming due hereunder.
11. REPRESENTATIONS BY SELLER: Purchaser certifies that this contract of sale is accepted and executed on the basis of their own examination and personal knowledge of the premises and opinion of the value thereof; that all prior negotiations, representations of fact or opinion, or agreements relating to said property made by Seller or Seller's agent upon which Purchaser is relying have been reduced to writing and are included in this agreement or in other instruments executed contemporaneously herewith, and if not so reduced to writing are expressly waived by Purchaser, which waiver is a material part of the consideration for the execution of this contract by Seller; and that Purchaser takes said property and the improvements thereon in the condition existing at the time of this agreement.
12. IMPROVEMENTS: Purchaser agrees that all improvements now located on or which shall hereafter be placed on the premises shall remain a part of the real property and shall be subject to the lien of this contract for the performance thereof and shall not be removed at any time prior to the expiration of this agreement without the written consent of the Seller.

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13. PERFORMANCE AND DEFAULT: In the event that Purchaser shall fail to perform any of the terms of this agreement, time of payment and specific performance being of the essence, Seller shall, at their option, subject to the requirements of notice as herein provided, have the following rights:

- (a) Declare the entire unpaid balance of this contract immediately due and payable and in the event Seller makes this election, Seller may pursue whatever remedies, legal or equitable, that are available to collect the entire unpaid balance of the purchase price; or
- (b) Foreclose this contract by suit in equity; or
- (c) Pursue any other legal or equitable remedies available to Seller.

Purchaser shall not be deemed in default for failure to perform any covenant or condition of this contract until notice of said default has been given by Seller to Purchaser and Purchaser shall have failed to remedy said default within twenty (20) days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice to Purchaser at his last known residence address.

Waiver of default in any one or more instances shall not be considered a continuing waiver or a bar to declaration of forfeiture in case of subsequent default.

14. COLLECTION COSTS AND ATTORNEY'S FEES: If this contract is placed in the hands of an attorney for collection, and Purchaser shall then be in default hereunder, the Purchaser promises and agrees to pay the reasonable collection costs of the Seller herein; in case suit or action shall be instituted on account of this agreement or any provision or provisions hereof, the prevailing party shall recover (1) reasonable attorney's fees to be fixed by the trial court, and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court for the prevailing party's reasonable attorney's fees in the appellate court, and (3) all reasonable costs incurred by the Seller for title reports and title search.

15. INTEREST OF RESPECTIVE PARTIES: This agreement shall inure to the benefit of and bind the parties hereto and their respective lawful heirs, executors, administrators and assigns. The interest of the Seller between themselves in and to this contract of sale and the proceeds thereof shall be as joint owners with the right of survivorship and not as tenants in common. The interest of Purchaser between themselves in and to this contract of sale and said premises shall be as tenants by the entirety with the right of survivorship.

16. USAGE OF TERMS: The paragraph headings used herein are for convenience only and shall not be resorted to for interpretation of this agreement. Whenever the context so requires the masculine shall include the feminine and neuter and the plural shall include the singular and the singular the plural.

17. ESCROW: This contract and a warranty deed in performance thereof shall be placed in escrow with the Central Oregon Escrow Service, Inc., of Bend, Oregon under appropriate escrow instructions.

EXECUTED by Seller, December 19, 1977.

EXECUTED by Purchaser, December 22, 1977.

Ronald E. Dahlen
RONALD E. DAHLEN

Phillip J. Olson
PHILLIP J. OLSON

I. Jean Dahlen
I. JEAN DAHLEN

Helene L. Olson
HELEN L. OLSON

E1/2 SEC. 2 T.16S. R.12E.W.M.
DESCHUTES COUNTY

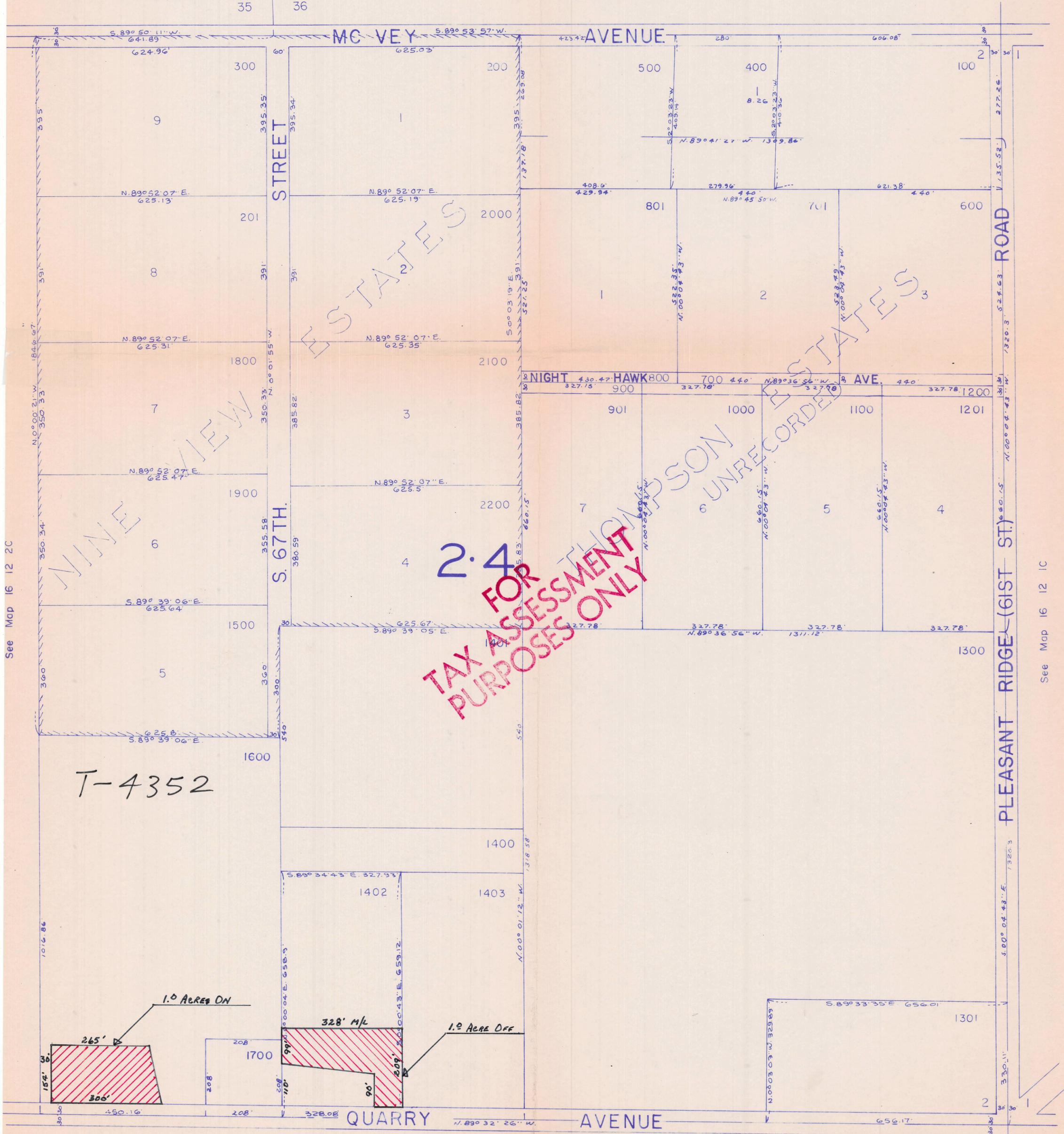
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See Map 15 12 35D
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See Map 15 12 36C



See Map 16 12 2C

See Map 16 12 1C

See Map 16 12 11

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