

Name Errol Riley
 By Central Oregon I.D.
 Address P.O. Box 548
Redmond, OR 97756

4473

DESCRIPTION OF WATER RIGHT

Name of stream Deschutes River
 Trib. of _____ County of Crook
 Use irrigation
 Quantity of water _____ No. of acres 42⁰⁰
 Name of ditch Central Oregon Canal
 Date of priority 10/31/1900 & 12/2/1907
 In name of George Book
 _____ Adjudication, Vol. 16, page 35 ⁵¹⁰⁵ ⁵⁰¹⁵ ⁵⁰⁶
 App. No. _____ Per. No. _____ Cert. No. 29052
 Certificate cancelled _____
 Notation made on record by _____

FEEES PAID

Date	Amount	Receipt No.
<u>4-14-80</u>	<u>33.00</u>	<u>17091</u>
TOTAL . . .		
	Cert. Fee	

FEEES REFUNDED

Date	Amount	Check No.

Change in POU
 Date filed April 14, 1980
 Date of hearing _____
 Place of hearing _____
 Date of order 7-21-80 Vol. 33, page 450
 Date for application of water 10-1-81
 Proof mailed _____
 Proof received _____
 Certificate issued _____ Vol. _____, page _____

Surveyed 2/27/85 - Riley

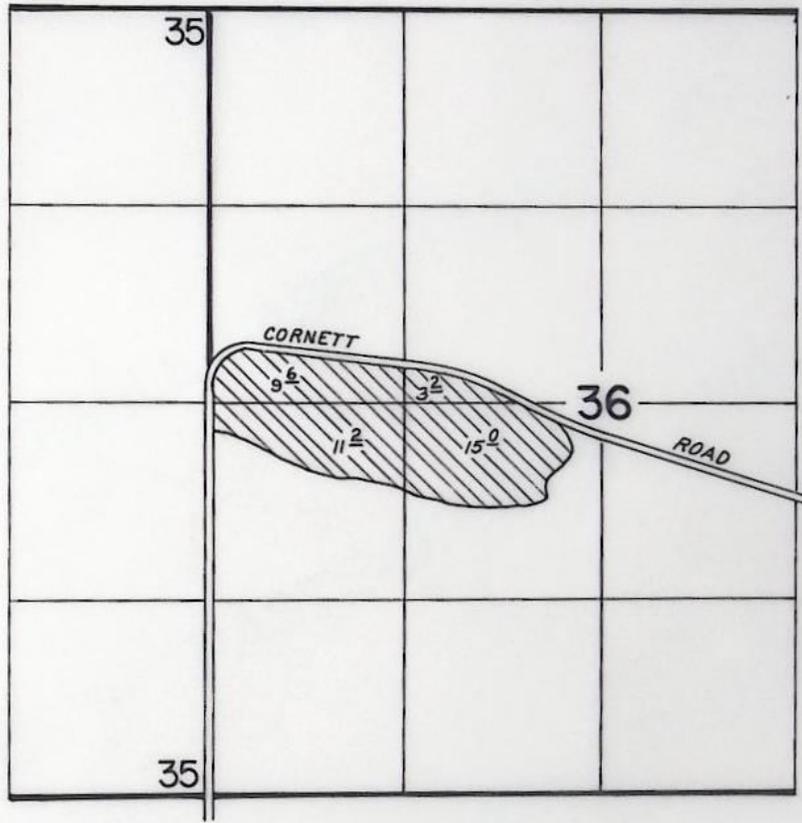
to survey 9/80

REMARKS

W.R.I.S.	
Assembled	<u>2-15-85</u> by <u>SRA</u>
Entered	_____ by _____
Verified	_____ by _____

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

T.14S., R.14E., W.M.



SCALE: 1" = 1320'

FINAL PROOF SURVEY
UNDER

TRANSFER NO. 4473

IN NAME OF

.....ERROL RILEY / C.O.I.D.....

Surveyed FEB. 27. 19 85, by LESLIE OLSON...

180-221R
S.K.-L-2-2
1690

RECEIVED

MAR 11 1985

REPORT ON INSPECTION UNDER TRANSFER
OF WATER RIGHT FOR CHANGE IN:

POD WATER RESOURCES DEPT
POU SALEM, OREGON
USE
Add'l POD

Transfer No. 4473

County Crook

Old Certificate No. 29052

1. Name Errol Riley / COW ✓

Address Rt. 1 Box 162, PB 447-4817

2. Source of Supply Deschutes River, Trib of _____

3. Use in 42^o ac. in. / 39.0 AC

4. Amount of Water _____

5. Priority Date 10/30/1900 & 12/2/1907

6. Proposed Point of Diversion _____

7. Completion Date 10-1-81

8. Place of Use:

Township	Range	Section	Forty Acre Tract	Use for Which Transfer Made
14S	14E	36	SW NW	7.2 ac 9.6 AC
"	"	"	SE NW ✓	6.0 3.2 AC
"	"	"	NE SW ✓	7.3 15.0 AC
"	"	"	NW SW ✓	8.0 11.2 AC
				42.0 AC 39.0 AC

SW NW ✓ SE NW ✓ NE SW ✓ NW SW ✓
12^o T-4473 6^o T-4473 21^o CT-29052 13^o T-4473 29^o CT-29052
1^o " " 11^o T-4473 ✓

Info: Mr. Riley

Pump: (2) 25 hp Gould Century
Berkeley

Runs through 4" MCL across ditch

Hds: 60 max RB's, $\frac{5}{32}$

3" x 40' (61 counted in one pile)

Remarks: moved water from lower field to this one.

Lower field is still irrigated by "wastewater"

Says watermaster helped him file a
wastewater right.

Note: Field is very rocky but has grass. Cattle pastured.

Tic: 180-2212

1 PTS 11-1985-A

2-27-85

Scott Olson
WRE

Note: No wastewater filing in our records. He
claims he worked with the watermaster
on this, but Bob doesn't remember
talking to him. He is using a live water
right from ditch & also appears to
be pumping from Houston Lake.

"OFF" lands not dried up.

RECEIVED

APR 11 1980

WATER RESOURCES DEPT
SALEM, OREG.

RECEIVED

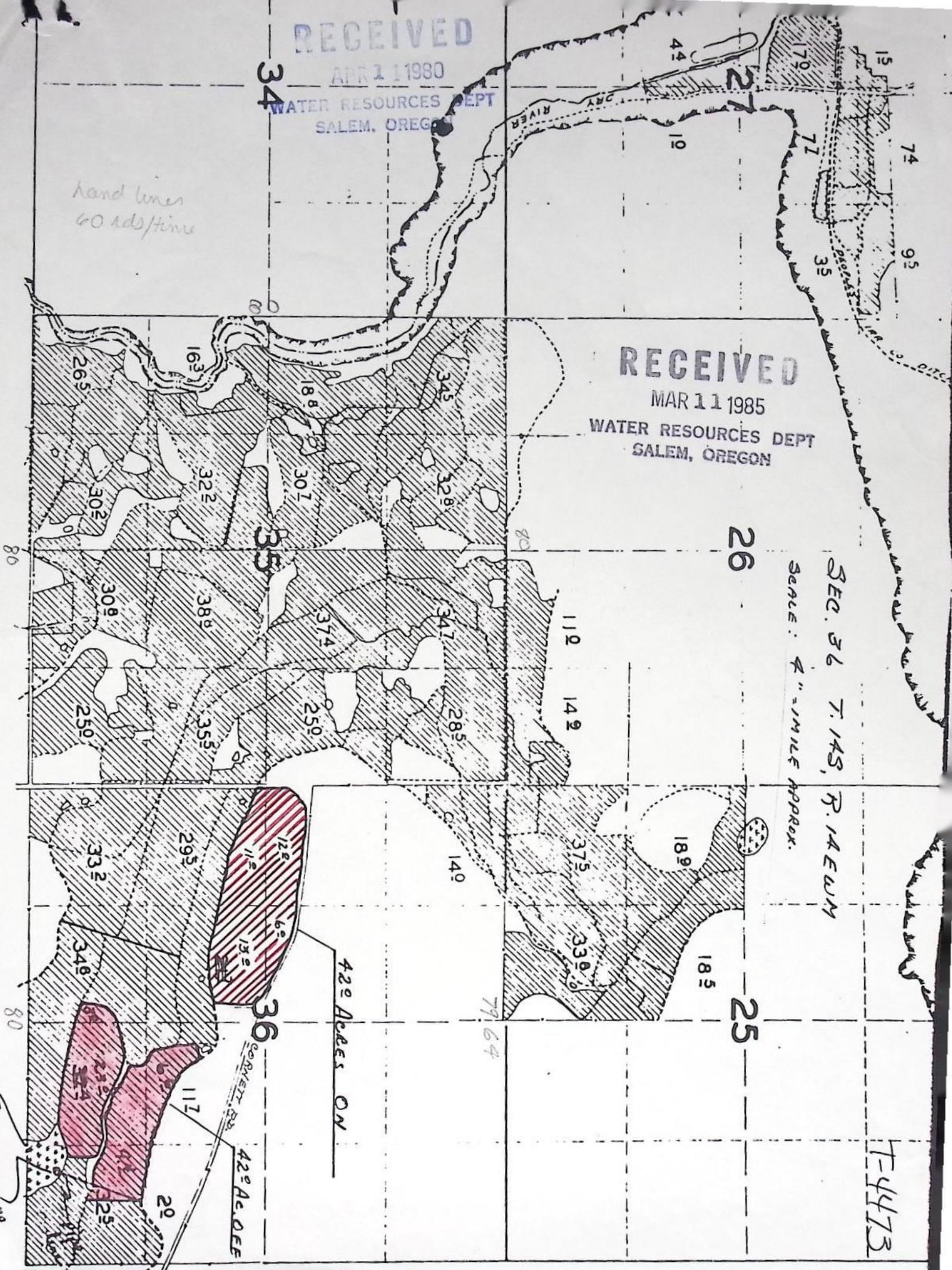
MAR 11 1985

WATER RESOURCES DEPT
SALEM, OREGON

SEC. 36 T. 14S, R. 14E W4

SCALE: 4" = 1 MILE APPROX.

T-4473



hand lines
40 ads/time

34

27

26

25

35

36

80

80

slough
pump

422 Acres ON

422 Ac. OEE

PORTER RD

GRAY RIVER

PROGRESS

74

95

112 142

79.64

185

189

149

285

347

328

345

301

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April 29, 1993

TO: Steve Brown, Manager
FROM: Larry Nunn, Transfer Specialist
SUBJECT: COID, HB-3111, Permit 5140, & Transfer 4473

Diana from COID and Ben from SC Region both called me about this.

In 1980, transfer 4473 moved 42 acres into the S $\frac{1}{2}$ NW $\frac{1}{4}$ and the N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 36. In 1985, Leslie Olson found 39 acres irrigated. In 1991, a new application was made from Houston Lake for, among other lands, 45 acres in the same area. You approved this permit for irrigation (not supplemental).

I have looked at both files, 71319 and T-4473. I do not find anything in the files that indicates you asked about, or considered, the overlap. Did you consider the COID water right on this land when processing the permit? If so, why was the permit not issued as supplemental?

Now that we have the transfer and the permit on the same land, can COID peel them apart under HB-3111? I don't think so. I believe we ought tell COID (and Ben) that the Houston Lake permit is supplemental to COID. If the land described in transfer 4473 is still irrigated, it must be mapped in that location in the petition. Otherwise that would be an expansion of the water rights.

Do you have any thoughts on this?

cc: Reed Marbut

BEFORE THE WATER RESOURCES DIRECTOR OF OREGON

DESCHUTES COUNTY

IN THE MATTER OF THE APPLICATION OF)
ERROL RILEY (CENTRAL OREGON)
IRRIGATION DISTRICT) FOR APPROVAL OF)
A CHANGE IN PLACE OF USE OF WATER)

ORDER APPROVING
TRANSFER NO. 4473

On April 14, 1980, an application was filed in the office of the Water Resources Director by Errol Riley for approval of a change in place of use of water 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 3.0 acres in SE 1/4 SW 1/4, 6.6 acres in NW 1/4 SE 1/4, 23.0 acres in SW 1/4 SE 1/4 and 5.0 acres in SE 1/4 SE 1/4, Section 36, Township 14 South, Range 14 East, W.M., being tabulated in the name of George Boak at Volume 16, page 35, and 4.4 acres in SE 1/4 SE 1/4, Section 36, Township 14 South, Range 14 East, W.M., being tabulated in the name of Central Oregon Irrigation District at Volume 16, page 148, 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 Central Oregon Canal.

The applicant herein, owner of the lands above described, proposes to transfer the water right therefrom, without loss of priority, to a certain 12.0 acres in SW 1/4 NW 1/4, 6.0 acres in SE 1/4 NW 1/4, 13.0 acres in NE 1/4 SW 1/4 and 11.0 acres in NW 1/4 SW 1/4 of said Section 36.

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.

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.

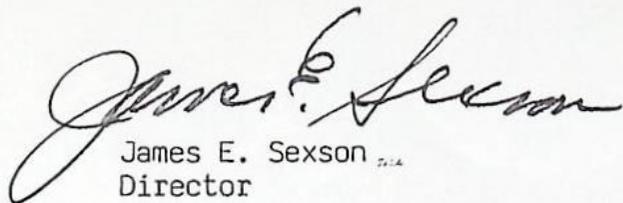
No objections having been filed and it appearing that the proposed change in place of use may be made without injury to existing rights, the application should be approved.

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, 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 21st day of July, 1980.


James E. Sexson
Director

RECEIVED

JUL 8 1980

WATER RESOURCES DEPT
SALEM, OREGON

T-4473

RECEIVED

APR 1 1980

WATER RESOURCES DEPT
SALEM, OREGON

Application for Transfer of Water Right

To the WATER RESOURCES DIRECTOR OF OREGON:

I, Errol Riley (Name of applicant)

of Rt. 1 Box 162 (Mailing address), Powell Butte (City)

State of Oregon, 97753 (Zip Code), 447-4817 (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. George Boak Page 35 & Supplemental Trans.
(If not, give name) C.O.I.-Page 145-C

2. Was your water right determined by Decree of Court? Yes (Yes or No) If so, give title of proceedings
Adjudication of the Deschutes River number of certificate 29052

3. Was your water right acquired by Water Right Permit? No (Yes or No) If so, give number
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, Central Oregon 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. (N. or S.) and ft. (E. or W.) from the
corner of being within the $\frac{1}{4}$ $\frac{1}{4}$ of Section Tp. R. W. M.,
(No. N. or S.) (No. E. or W.)
in the county of Crook 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. (N. or S.) and ft. (E. or W.) from the
corner of being within the $\frac{1}{4}$ $\frac{1}{4}$ of Section Tp. R. W. M.,
(No. N. or S.) (No. E. or W.)
in the county of The name of the ditch to be used is

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

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

Township North or South	Range E. or W. of Willamette Meridian	Section	List ¼-¼ of Section	Number Acres To Be Irrigated
14	14	36	SE¼ SW¼	3.0
			NW¼ SE¼	6.6
			SW¼ SE¼	23.0
			SE¼ SE¼	5.0 (Boak) Pg. 35
			SE¼ SE¼	4.4 (COI) Pg. 145-C
				42

(If more space required, attach separate sheet)

Glen Harwood

9. Are you the legal owner of the above described lands? First Mtge. DVA, 2nd Mtge.
(If not owner, explain your interest)

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

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

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

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

NATURE OF ENCUMBRANCE	HELD BY	AMOUNT
First Mortgage	Oregon DVA.	Dtr. of consent att.
Contract Holder	Glen Harwood	Ltr. of consent att.

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 ¼-¼ of Section	Number Acres To Be Irrigated
14	14	36	NW¼ SW¼	13.0
			SW¼ NW¼	12.0
			SE¼ NW¼	6.0
			NW¼ SW¼	11.0
				42

(If more space required, attach separate sheet)

14. Reasons for the proposed changes are more beneficial use and to provide for
a waste water permit to irrigate those lands from which the surface water rights
are being severed.

15. Construction work will be completed on or before _____

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

Remarks Reallocation of water rights on lands being purchased by Errol

Riley. Approved by the Board of Directors of Central Oregon Irrigation

District at a regular meeting held March 11, 1980.

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

AFFIDAVIT OF APPLICANT

I, Errol Riley, 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 10TH day of MARCH, 1980

Errol Riley

(Name of applicant)

Subscribed and sworn to before me this 10TH day of MARCH, 1980

[Notarial Seal]

Robert R. Anderson
NOTARY PUBLIC FOR OREGON

My commission expires 11/14/83





STATE OF OREGON

INTEROFFICE MEMO

TO: TRANSFERS, WATER RIGHTS DIVISION

DATE: May 27, 1980

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

RECEIVED

MAY 29 1980

WATER RESOURCES DEPT
SALEM, OREGON

SUBJECT: WATER RIGHT TRANSFER APPLICATION NO. 4473

IN THE NAME OF Errol Riley

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 ← . land is still being flooded and pastured

** RFM
Watermaster's signature or initials

WRDT-0982-01

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

PAGE 9:
RUN ON; 3/20/81 AT;

WATER RIGHT NO. T000049731 PERMIT NO. 016 035 CERTIF. NO. 029052
ORIG. NO. C000290521 PREV. NO. C000290521 SUPER. NO.

NAME: ERROL RILEY
ADDRESS: COID PO BOX548
CITY/STATE/ZIP/COUNTY; REDMOND, OR 97756

07
09

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

CANCEL YEAR----> CONSTR.COMPLT--> 09 22 1980 YR.LAST USED-----> NEXT ACTION DUE-->
PRIORITY-----> 10 31 1900 PUT TO USE-----> 09 22 1980 LAST TRANS.DATE--> LAST TRANS.TYPE-->
APPLICATION---> 04 14 1980 SURVEYED-----> EXAM.FEE-----> 10.00 RECORDING FEE-----> 13.00
PERMIT ISSUE--> 07 21 1980 CONCURRENCE-----> CYCLE STATUS-----> REPORTED FLAG----->
CONSTR.STRT.--> 07 21 1980 CERTIFIED-----> CORRES.INIT.-----> CORRES.DATE----->

POINT-OF-DIVERSION DATA:

TWNSP	RNGE	SECT	QTR/QTR	STREAM-ID	RIV.MI.	RATE	STATUS	S	OR	P
170S	120E	29	A D	05 1980	164.0		V			P
180S	120E	13	A C	05 1980	171.0	1,050	V			P
					0.0					

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

PLACE-OF-USE DATA:

TWNSP	RNGE	SECT	QTR/QTR	CNTY	USE	% CNSMTV	ACRES	STATUS	S	OR	P
140S	140E	36	B C	09	IR	100.00	12.00	V			P
			B D				6.00				
			C A				13.00				
			C B				11.00				

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** -----

W.R.I.S.

Assoc. 2-15-85 10/8/85

Entered _____ by _____

Verified _____ by _____

RECEIVED

SEP 22 1980

WATER RESOURCES DEPT
SALEM, OREGON

NOTICE OF COMPLETION OF CHANGE IN

place of use of water from Deschutes River

PURSUANT TO TRANSFER APPLICATION NO. 4473

I, Carol Dig, hereby certify that completion of works and use of water to the extent intended within the provisions of the order of the Water Resources Director approving said water right transfer application was accomplished by Sept 18, 19 80.

Sept 18 - 1980
Date

Carol Dig
Signature

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

ok
Dig

Central Oregon Irrigation District

Name and Post Office Address or Appropriator	Date of Relative Priority	Amount Cubic Feet Per Second	Number Acres	Use	Name of Ditch	Stream	Description of Land or Place of Use
Leonard Helen			97.0				32.0 acres in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, 12.0 acres in the NW $\frac{1}{4}$ SW $\frac{1}{4}$, 23.0 acres in the SW $\frac{1}{4}$ SW $\frac{1}{4}$, 30.0 acres in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 35, T. 14 S., R. 14 E., W.M.
George Bock 7-7773 O.P.W. 3.0 SW SW 5.0 NW SE 23.0 SW SE 5.0 SE SE			172.0		10.0 H.C. Tr. Sp. Dr. V. 21, 7. 401		21.0 acres in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, 29.0 acres in the NW $\frac{1}{4}$ SW $\frac{1}{4}$, 27.0 acres in the SW $\frac{1}{4}$ SW $\frac{1}{4}$, 34.0 acres in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, 2.0 acres in the NE $\frac{1}{4}$ SE $\frac{1}{4}$, 10.0 acres in the NW $\frac{1}{4}$ SE $\frac{1}{4}$, 34.0 acres in the SW $\frac{1}{4}$ SE $\frac{1}{4}$, 15.0 acres in the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 36, T. 14 S., R. 14 E., W.M.
Fred Rose			76.0		6 $\frac{1}{2}$ Lot 3 V. 14 p. 1 2 $\frac{1}{2}$ Lot 4 V. 14 p. 1		2.0 acres in the SW $\frac{1}{4}$ SW $\frac{1}{4}$, 6.0 acres in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 31, T. 14 S., R. 15 E., W.M., 33.0 acres in Lot 3 (NE $\frac{1}{4}$ NW $\frac{1}{4}$), 35.0 acres in Lot 4 (NW $\frac{1}{4}$ NW $\frac{1}{4}$), Section 6, T. 15 S., R. 15 E., W.M.
Hugh McDaniels			42.0				4.0 acres in the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 31, T. 14 S., R. 15 E., W.M., 38.0 acres in the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 6, T. 15 S., R. 15 E., W.M.
Portland Gun Club			5.0				5.0 acres in Lot 1 (NE $\frac{1}{4}$ NE $\frac{1}{4}$), Section 1, T. 15 S., R. 14 E., W.M.
Nicholas Rector			58.0				20.0 acres in Lot 4 (NW $\frac{1}{4}$ NW $\frac{1}{4}$), 38.0 acres in the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 1, T. 15 S., R. 14 E., W.M.
Lawrence Copley			73.0				17.0 acres in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, 23.0 acres in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 1, 7.0 acres in the NE $\frac{1}{4}$ NE $\frac{1}{4}$, 26.0 acres in the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 12, T. 15 S., R. 14 E., W.M.
C. E. Valpey			35.0				35.0 acres in the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 1, T. 15 S., R. 14 E., W.M.
Cliff Dickson			61.0				27.0 acres in the NW $\frac{1}{4}$ SE $\frac{1}{4}$, 34.0 acres in the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 1, T. 15 S., R. 14 E., W.M.
Ralph Nelson			180.0				25.0 acres in Lot 2 (NW $\frac{1}{4}$ NE $\frac{1}{4}$), 40.0 acres in the SW $\frac{1}{4}$ NE $\frac{1}{4}$, 31.0 acres in the SW $\frac{1}{4}$ NW $\frac{1}{4}$, 25.0 acres in the SE $\frac{1}{4}$ NW $\frac{1}{4}$, 6.0 acres in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, 31.0 acres in the NW $\frac{1}{4}$ SW $\frac{1}{4}$, 5.0 acres in the SW $\frac{1}{4}$ SW $\frac{1}{4}$, 15.0 acres in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 2, T. 15 S., R. 14 E., W.M.

7-4473

RECEIVED
APR 1 1980
WATER RESOURCES DEPT
SALEM, OREGON

I, the undersigned, as contract holder to that part of Section 36,
T. 14S., R. 14 EWM and located South of Cornett Road as now constructed
give my consent to the transfer of 42.0 acres of water right recorded
under the Central Oregon Irrigation District within the boundaries of
the above described lands.

Signed

Glen Harwood

Glen Harwood, Contract Holder

Dated

March 26, 1980

RECEIVED

APR 1 1980

WATER RESOURCES DEPT
SALEM, OREGON

T-4473

FORM No. 500—WARRANTY DEED
1967/80

STATUTES, HERE LAW FOR THE STATE OF OREGON

KNOW ALL MEN BY THESE PRESENTS, That HENRY W. KNOCHE and EDNA E. KNOCHE, husband and wife, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by GLENN G. HARWOOD

hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Crook and State of Oregon, described as follows, to-wit:

All that portion of Section 36 in Township 14 South of Range 14 East of the Willamette Meridian lying South and East of the County Road known as Cornett Road, as now located and constructed. SUBJECT TO reservation of rights of way contained in deeds from the State of Oregon in Book 17 of Deeds at page 133 and Book 26 of Deeds at page 364, Records of Crook County, Oregon; subject also to existing rights of way for roads, highways, irrigation ditches, canals, and pole lines; and assessments of the Central Oregon Irrigation District, within which said lands are situated.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except as herein stated,

and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$100,000.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which) the whole.

In construing this deed and where the context so requires, the singular includes the plural. WITNESS grantor's hand this 27 day of August, 1971.

Henry W. Knoche
HENRY W. KNOCHE
Edna E. Knoche
EDNA E. KNOCHE

STATE OF OREGON, County of Crook) ss. August 27, 1971

Personally appeared the above named Henry W. Knoche and Edna E. Knoche, husband and wife, who acknowledged the foregoing instrument to be their voluntary act and deed.



Before me, Randy B...
Notary Public for Oregon
My commission expires 6/5/75

The sentence between the symbols (), if not applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.

WARRANTY DEED

HENRY W. KNOCHE, et ux.

GLENN G. HARWOOD

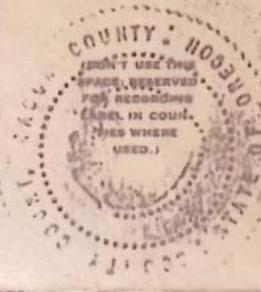
AFTER RECORDING RETURN TO

STATE OF OREGON, } ss.
County of Crook

I certify that the within instrument was received for record on the 27 day of Aug, 1971, at 5:00 o'clock P.M., and recorded in book 114 E on page 15314 Record of Deeds of said County.

Witness my hand and seal of County affixed.

Grace J. Benson
County Clerk Title
By Deborah L. Ferry Deputy



15314
No.

I CERTIFY that the within instrument of writing was received for record on the 18 day of June A. D. 19 79
at 1:30 P.M. and recorded in Book 17 on page 51484 Records of Deeds
of said county.

Grace G. Bannon

BY

Bern Allen

COUNTY CLERK

DEPUTY

REAL ESTATE CONTRACT

1. PARTIES:

Seller: GLENN G. HARWOOD

Purchaser: ERROL F. RILEY and BETTY LOU RILEY, husband and wife

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 situate in Crook County, Oregon, to-wit:

All that portion of Section 36 in Township 14 South of Range 14 East of the Willamette Meridian, lying South and East of the County Road known as Cornett Road, as now located and constructed.

TOGETHER with an appurtenant water right of 191 acres under the system of the Central Oregon Irrigation District.

SUBJECT TO:

1) Reservation of rights of way contained in deeds from the State of Oregon in Book 17 of Deeds at page 183 and Book 26 of Deeds at page 364, Records of Crook County, Oregon.

2) Existing rights of way for roads, highways, irrigation ditches, canals and pole lines; and assessments of the Central Oregon Irrigation District, within which said lands are situated.

3) As disclosed by the tax roll the premises herein described have been zoned or classified for farm use. At anytime that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest, which shall be paid by Purchaser.

4) Subject to and including the rights and benefits of that certain easement and joint use agreement, including the terms and conditions thereof, from Glenn G. Harwood to Henry W. Knoche and Edna E. Knoche, husband and wife, dated October 16th, 1978 and recorded January 3rd, 1979 in Deed no. 49346, Records of Crook County, Oregon.

ALSO INCLUDED in this sale is the irrigation equipment listed on Exhibit A attached hereto and reference incorporated herein.

3. PURCHASE PRICE & PAYMENT: The total purchase price for said property is the sum of THREE HUNDRED FORTY-NINE THOUSAND and SIXTY (\$349,060.00) DOLLARS, upon which purchase price has been paid the sum of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS. The unpaid balance of the purchase price in the sum of TWO HUNDRED FORTY-NINE THOUSAND and SIXTY (\$249,060.00) DOLLARS shall be due and payable in annual instalments as follows:

The sum of \$29,254.58 on Dec. 1st, 1980 and a like sum of \$29,254.58 on the same day of each and every year 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 June 15th, 1979 at the rate of ten per cent (10%) per annum and said annual instalments as aforesaid shall be applied first upon accrued interest and the remainder to be applied upon the principal balance then remaining unpaid.

No pre-payments of principal or interest becoming due or to become due hereunder shall be made except in accordance with the provisions of this paragraph. Pre-payment of interest may only be made with the written consent of Seller. No pre-payment of principal may be made during the remainder of the calendar year 1979. During the calendar years 1980 and 1981 Purchaser may make pre-payments on the remaining balance of the principal, but such principal pre-payments shall be limited in each of said calendar years so that the total amount paid or to be paid on principal in each of said calendar years shall not exceed 29% of the original total purchase price of said property. Commencing with January 1, 1982 and thereafter Purchaser shall have the privilege of increasing any annual payment or pre-paying 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.

The total purchase price, including the down payment, and all subsequent payments, are to be allocated between the various specific items of the property included in this sale in accordance with the terms of Schedule B attached hereto and by reference incorporated herein.

Subsequent payments are to be allocated between the items set forth in said schedule so that all of those assets are paid off at the same time, that is, when the full purchase price of \$349,060.00 shall have been paid in full.

4. TAXES AND ENCUMBRANCES: Seller represents and warrants that real estate taxes on said premises have been paid in full through June 30th, 1979. The personal property taxes on the personal property have been paid in full through December 31st, 1978. Water charges to the Central Oregon Irrigation District have been in full through the calendar year 1979. 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.

The premises are currently subject to a mortgage to the Department of Veterans' Affairs as the same appears of record. Seller represents and warrants that said mortgage is current and not delinquent or in default in any respect and that Seller will make all payments becoming due on said mortgage as the same become due and payable and will not allow the mortgage to become delinquent or in default by reason of non-payment thereof.

The real estate covered by this contract of sale is subject to a mortgage to the Department of Veterans' Affairs of the State of Oregon which provides for the payment of taxes by the Department of Veterans' Affairs which then adds the taxes back into the mortgage balance. As soon as Seller has ascertained the amount of the taxes for any tax year, after the taxes have been paid, Seller will notify Purchaser of the amount thereof, and Purchaser shall then, within thirty (30) days after such notice has been given, pay to Seller the amount of such taxes. Whenever the mortgage has been paid and discharged the parties shall cause the tax statements to be delivered to Purchaser, and it shall then be the obligation of the Purchaser to pay the taxes directly as the same become due and payable.

Purchaser will pay the annual demand charges to the Central Electric Co-op for installing electrical services for the two pumps commencing with the charges becoming due in 1980. Said charges have been paid through the calendar year 1979.

5. POSSESSION AND USE: Purchaser shall be entitled to possession of said property as of June 15th, 1979 and thereafter during the life of this contract, except for the residence on said premises, together with the year and outbuildings necessary for the use and enjoyment thereof, possession of which shall be retained by Seller without rent until September 1st, 1979 at which time Seller shall surrender possession thereof to Purchaser. 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. 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. Purchaser shall be entitled to the crops growing on said premises as of June 15th, 1979, subject to the terms and provisions of this contract.

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. Together therewith Seller shall execute and deliver to Purchaser a bill of sale for the irrigation equipment as set forth on Exhibit A attached hereto, with like warranties of title.

7. TITLE INSURANCE: Contemporaneously herewith Seller will furnish Purchaser with a good and sufficient policy of title insurance in the amount of \$ 324,060.00 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: Purchaser agrees to keep the buildings now on or hereafter erected on said premises insured against loss or damage by fire, including extended coverage, in an amount of not less than the full insurable value thereof, with loss payable to the parties hereto as their respective interests may appear, and such other parties having an insurable interest therein as Seller shall direct, and to furnish Seller at all times with sufficient evidence of the existence of such insurance. Any proceeds from said fire insurance policies resulting from loss or damage by fire or other risks covered thereby shall be used in the restoration or repair of said premises or in reduction of the purchase price as the Purchaser shall elect, subject to the rights of any other loss payees on said policy in and to the proceeds thereof. All uninsured losses shall be borne by Purchaser on or after the date Purchaser becomes entitled to possession.

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 his 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 amount of such payments against the next maturity installment or installments 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.

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 his 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 their 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. PERSONAL PROPERTY: Title to the personal property described herein on Exhibit A shall be reserved unto Seller as security for the entire purchase price of the real and personal property until the contract balance shall have been paid in full.

Purchaser covenants and agrees that until title to said personal property shall have been transferred to Purchaser as above provided, that Purchaser will keep, repair and maintain said personal property in as good condition as it now is or hereafter may be put in, save and except usual wear and tear, and in the event of damage, deterioration or destruction thereof will replace the same with items of equivalent kind and value, which will thereupon be subject to this contract, and shall not remove or allow the same to be removed from said premises except for needed repairs and temporary use by Purchaser off the premises.

By mutual agreement of the parties various items of personal property may be released from the lien of this agreement upon such terms as may be then agreed upon. If the release is for the purpose of replacement the replacement items will then become subject to Seller's security interest for the payment of the entire unpaid balance of this contract.

Seller specifically reserves all of the rights of a secured party in and to said personal property under the terms and provisions of the Uniform Commercial Code, which rights shall be cumulative and in addition to the rights and remedies herein provided in the event of a default under the terms of this contract by Purchaser. Purchaser shall join with Seller in executing and filing and doing whatever may be necessary under applicable law to perfect and continue the Seller's security interest in the personal property whether now or hereafter acquired all at Purchaser's expense.

15. COLLECTION COSTS & 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 (a) reasonable attorney's fees to be fixed by the trial court, and (b) 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 (c) all reasonable costs incurred by the Seller for title reports and title search.

16. 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, except that Purchaser may not assign their interest in this contract or sell or contract to sell the subject matter of this contract of sale without the written consent of Seller, which will not be unreasonably withheld.

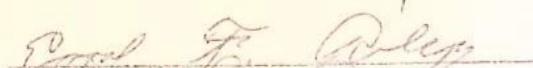
The interest of Purchaser between themselves in and to this contract of sale and said premises shall be as tenants by the entirety with the right of survivorship.

17. ESCROW: Contemporaneously with the execution hereof an original executed copy of this contract, together with a deed and bill of sale by Seller in performance thereof shall be placed in escrow under appropriate escrow instructions signed by Seller and Purchaser with the Western Bank, Redmond Branch, Redmond, Oregon.

18. 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 singular the plural.

EXECUTED June 15, 1979.


Glenn G. Harwood

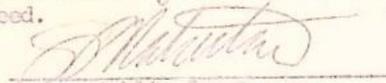

Errol F. Riley

STATE OF OREGON, County of Deschutes)ss.
June 15th, 1979


Betty Lou Riley

Personally appeared the above named GLENN G. HARWOOD and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:


Notary Public for Oregon
My Commission Expires 11-13-82

repairs and temporary use by Purchaser off the premises.

-4-

EXHIBIT "A"

HARWOOD TO RILEY

Irrigation Equipment List

- 1 One-quarter mile wheel line
- 2 One-quarter mile hand-move line
- 40 Lengths of hand-move pipe
(including all sprinkler heads)
five inch & six inch mainline, 3240 feet
- 2 twenty-five h.p. irrigation pumps, electric
- 27 joints - 6 inch PVC mainline
600 feet of 4 inch main with valves every 60 feet
- 1 2 h.p. pump - electric
- 1 20 h.p. pump - electric
- 36 Lengths of 30 foot 3 inch mainline pipe - 18 with valves
1800 feet of eight inch pipe

SCHEDULE "B"

HARWOOD to RILEY

Allocation of Purchase Price

Farm buildings - various	\$ 43,320
House #1	48,000
House #2	2,040
House #3	28,800
Corrals	5,500
Potato cellar	2,400
Shop building	8,640
Concrete bridge	900
Fencing	110,460
Irrigation system	25,000
Water dams	20,000
300 acres land	<u>54,000</u>
	\$ 349,060