

Name Edward J. & Patricia A. Burton

4367

By C O I D

Address PO Box 835 F

Phoenix, OR 97535

Change in POU

Date filed 1-9-80

Date of hearing _____

Place of hearing _____

Date of order 3-12-80 Vol. 33, page 46

Date for application of water 10-1-81

Proof mailed _____

Proof received _____

Certificate issued _____ Vol. _____, page _____

DESCRIPTION OF WATER RIGHT

Name of stream Deschutes River

Trib. of _____ County of Deschutes

Use Irrigation

Quantity of water _____ No. of acres 6⁰

Name of ditch Central Oregon Canal

Date of priority Oct 31, 1900 & Dec 2, 1907

In name of Ralph Morgan

Deschutes Adjudication, Vol. 16, page 55^{SRB}

App. No. _____ Per. No. _____ Cert. No. 29052^{SRB}

Certificate cancelled _____

Notation made on record by _____

FEES PAID

Date	Amount	Receipt No.
<u>1-9-80</u>	<u>30.00</u>	<u>15636</u>
TOTAL . . .		
	Cert. Fee	

FEES REFUNDED

Date	Amount	Check No.

To sur 1/82

REMARKS

W.R.I.S.

Assembled 7-7-85 by SPB

Entered _____ by _____

Verified _____ by _____

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

BEFORE THE WATER RESOURCES DIRECTOR OF OREGON

DESCHUTES COUNTY

IN THE MATTER OF THE APPLICATION OF)
EDWARD J. & PATRICIA A. BURTON (CENTRAL)
OREGON IRRIGATION DISTRICT) FOR APPROVAL)
OF A CHANGE IN PLACE OF USE OF WATER)

ORDER APPROVING
TRANSFER NO. 4367

On January 9, 1980, an application was filed in the office of the Water Resources Director by Edward J. & Patricia A. Burton 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 6.0 acres in SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34, Township 17 South, Range 12 East, W.M., being tabulated in the name of Ralph Morgan at Volume 16, Page 55, with dates of priority of October 31, 1900 and December 2, 1907, as evidenced by certificate 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 applicants herein, owners of the lands above described, propose to transfer the water right therefrom, without loss of priority, to a certain 6.0 acres in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 28, Township 17 South, Range 13 East, W.M. (Robert D. Lowe).

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.

The applicants herein have filed a statement to the effect that the 6.0 acres to be divested of water right have been irrigated with the past four years.

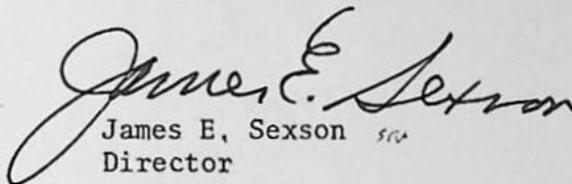
No objections having been filed and it appearing that the proposed change in place of use of water may be made without injury to existing rights, the application should be approved.

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 *SR*
Director

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

WATER RIGHT NO. T0000 *43671* PERMIT NO. 016*055* CERTIF. NO. 029052
ORIG. NO. C000290521 PREV. NO. C000290521 SUPER. NO.

NAME: *EDWARD & PATRICIA BURTON*
ADDRESS: COID PO BOX548
CITY/STATE/ZIP/COUNTY: REDMOND, OR 97756

BT
09

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

CANCEL YEAR----> CONSTR.COMPLT--> *10 01 1981* YR.LAST USED-----> NEXT ACTION DUE-->
PRIORITY-----> 10 31 1900 PUT TO USE-----> *10 01 1981* LAST TRANS.DATE--> LAST TRANS.TYPE-->
APPLICATION----> *01 09 1980* SURVEYED-----> 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;
TWNSP RNGE SECT QTR/QTR STREAM-ID

TWNSP	RNGE	SECT	QTR/QTR	STREAM-ID	RIV.MI.	RATE	STATUS	S	OR	P
170S	120E	29	A D	05 1980	164.9		V		P	
180S	120E	13	A C	05 1980	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 *RALPH*
** *MORGAN.*
**
**
**

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

TWNSP	RNGE	SECT	QTR/QTR	CNTY	USE %	CNSMTV	ACRES	STATUS	S	OR	P
170S	130E	28	A B	09	IR	100.00	6.00	V		P	

W.R.I.S.

Assigned *7-7-85* by *SQA*

Entered _____ by _____

Verified _____ by _____

T-4367

RECEIVED
JAN 9 1980
WATER RESOURCES DEPT
SALEM, OREGON

Application for Transfer of Water Right

To the WATER RESOURCES DIRECTOR OF OREGON:

We Edward J. Burton and Patricia A. Burton
(Name of applicant)

of P.O. Box 835F, Phoenix,
(Mailing address) (City)

State of Oregon, 97535, do hereby make application for change
(Zip Code) (Phone number)

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. Ralph Morgan, page 55
(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? ~~yes~~ 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, 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. 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 ¼-¼ of Section	Number Acres To Be Irrigated
17	12	34	SE¼ SE¼	✓ 6.0
			From Tr. 2 1.46 Ac.	
			From Tr. 3 2.27 Ac.	
			From Tr. 4 2.27 Ac.	
			6.00 Ac.	

(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:

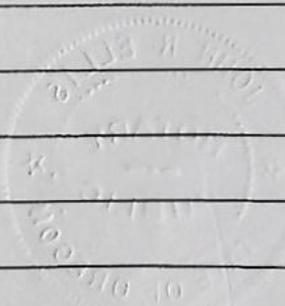
NATURE OF ENCUMBRANCE	HELD BY	AMOUNT
None		

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 ¼-¼ of Section	Number Acres To Be Irrigated
17	13	28	NW¼ NE¼	✓ 6.0

(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. 31, 1980

Remarks Water rights being transferred to Robert D. Lowe, 62088 Cody Road, Bend, Ore. 97701, contract purchaser.

Approved by the Board of Directors of Central Oregon Irrigation District at a regular meeting held on 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

We x Edward J. Burton and Patricia A. Burton, 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 5th day of June, 1979.

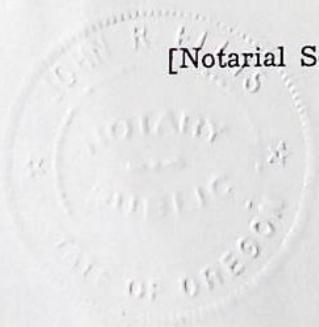
x Edward J. Burton
x Patricia A. Burton
(Name of applicant)

Subscribed and sworn to before me this 6th day of _____, June, 1979.

[Notarial Seal]

John R. Ellis
NOTARY PUBLIC FOR OREGON

My commission expires 4/20/80



RECEIVED
FEB 12 1980
WATER RESOURCES DEPT
SALEM, OREGON

I, the undersigned, as owner of the described property in application File No. T-4367, do swear that the 6 acres with water rights were fully irrigated within the four (4) years immediately preceeding the date that the application was filed with the Central Oregon Irrigation District.

Signed Edward Banta Patricia Banta
Dated Feb 4 1980

STATE OF OREGON,

County of Jackson } ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 4th day of February, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named

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

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

Julie A. Gallego
JULIE A. GALLEGO
NOTARY PUBLIC — OREGON
My Commission Expires January 9, 1982

Julie A. Gallego
Notary Public for Oregon.
My Commission expires 01-09-82



STATE OF OREGON

INTEROFFICE MEMO

TO: TRANSFERS, WATER RIGHTS DIVISION

DATE: 1/15, 1980

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

RECEIVED

JAN 24 1980

WATER RESOURCES DEPT
SALEM, OREGON

SUBJECT: WATER RIGHT TRANSFER APPLICATION NO. 4367

IN THE NAME OF Edward & Patricia Burton

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

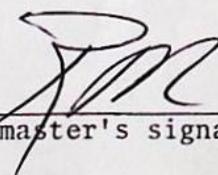
Headgate notices HAVE HAVE NOT been issued for diversion from the sources which serves this right.

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 . . .
- _____ (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 the right does not appear to have been used for some time, but it could be less than five years. Can't tell.

** 
Watermaster's signature or initials

Name and Postoffice Address of Appropriator	Date of Relative Priority	Amount Cubic Feet Per Second	Number Acres	Use	Name of Ditch	Stream	Description of Land or Place of Use
Central Oregon Irrigation District - Continued: Deschutes County			27.0		T-4363 Δ POW 13 1/2 16		15.0 acres in the SE 1/4 NW 1/4, 12.0 acres in that part of the NE 1/4 SW 1/4 located north of the Bend-Burns Highway as now established over and across said NE 1/4 SW 1/4, Section 34, T. 17 S., R. 12 E., W.M.
Frank Ramsey Cert. No. _____ Trs. Sp. Or. V. 14, p. 328			18.5		15 Ac. Trs. Sp. Or. V. 9, p. 443		12.0 acres in the E 1/2 SW 1/4 SW 1/4, Section 34, T. 17 S., R. 12 E., W.M. 6.5 acres in the NW 1/4 NW 1/4, Section 3, T. 18 S., R. 12 E., W.M.
Joe Palin			14.5		5 Ac. Trs. Sp. Or. V. 11, p. 475 2 Ac. Trs. Sp. Or. V. 11, p. 474 1 Ac. Trs. Sp. Or. V. 11, p. 474		14.5 acres in the W 1/2 SW 1/4 SW 1/4, Section 34, T. 17 S., R. 12 E., W.M.
I. M. Palmer Supervised by Cert. No. _____ Trs. Sp. Or. V. 14, p. 328			51.0		5 Ac. Trs. Vol. 8, p. 361 1 Ac. " " 20, p. 469		17.0 acres in the SE 1/4 SW 1/4, 34.0 acres in the SW 1/4 SE 1/4, Section 34, T. 17 S., R. 12 E., W.M.
Ralph Morgan			21.0		T-4367 APOV 6 2/3 SESE Tr #2 1.9570 Tr #3 2.2770 Tr #4 2.2770		21.0 acres in that part of the SE 1/4 SE 1/4, Section 34, T. 17 S., R. 12 E., W.M., describes as: The N 1/2 and the N 1/2 SW 1/4 of said SE 1/4 SE 1/4, constituting Lots 1-5 inc. of "Becker Tracts"
C. R. Reese			4.0				4.0 acres in that part of the SE 1/4 SE 1/4, Section 34, T. 17 S., R. 12 E., W.M., described as: The S 1/2 SW 1/4 of said SE 1/4 SE 1/4 and con- stituting Lot 6 of "Becker Tracts"
Ortel Fix			8.0				8.0 acres in that part of the SE 1/4 SE 1/4, Section 34, T. 17 S., R. 12 E., W.M., described as the SE 1/4 of said SE 1/4 SE 1/4, and constitut- ing Lots 7 and 8 of "Becker Tracts"
Harvey H. Branson			26.0		32 Ac. Trs. Sp. Or. Vol. 12, p. 453		26.0 acres in the SE 1/4 NE 1/4, Section 35, T. 17 S., R. 12 E., W.M.
S. Christofferson			69.0		10 Ac. Trs. Sp. Or. Vol. 7, p. 431 32 " " " " " " " "		18.0 acres in the SW 1/4 NE 1/4, 23.0 acres in the NW 1/4 SE 1/4, 28.0 acres in the SW 1/4 SE 1/4, Section 35, T. 17 S., R. 12 E., W.M.
Larry Baxter			35.0				35.0 acres in the SW 1/4 NW 1/4, Section 35, T. 17 S., R. 12 E., W.M.
J. A. Malvin			31.0				31.0 acres in the NE 1/4 SW 1/4, Section 35, T. 17 S., R. 12 E., W.M.
J. Frissell			34.0				34.0 acres in the NW 1/4 SW 1/4, Section 35, T. 17 S., R. 12 E., W.M.

RECEIVED

JAN 9 1980

WATER RESOURCES DEPT
SALEM, OREGON

1278

ASSIGNMENT OF CONTRACT

VOL 278 PAGE 66

THAT FOR CONSIDERATION of the sum of \$ 33,529.59, the receipt of which is hereby acknowledged by the undersigned, we, TIMOTHY D. HAND and ANN L. HAND, husband and wife, do hereby bargain, sell, convey, transfer, deliver and assign unto ROBERT D. LOWE and KATHERINE A. LOWE, husband and wife, or the survivor of them, and their heirs and assigns forever, all of our right, title, interest and estate in and to that certain Contract of Sale dated the 28th day of June, 1977, with V. A. SIMONTON and MARIE J. SIMONTON, husband and wife, as Seller and TIMOTHY D. HAND and ANN L. HAND, husband and wife, as Buyer, which said contract covered certain real property situated in Deschutes County, Oregon, more particularly described as:

Township Seventeen (17) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon.

Section 28: The South Half of the Northwest Quarter of the Northeast Quarter (S1/2 NW1/4NE1/4) and the North Half of the Southwest Quarter of the Northeast Quarter (N1/2SW1/4NE1/4), EXCEPTING and reserving, however, to the United States all coal and other minerals in the lands entered and so patented, together with the right to prospect for, mine, and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916. (39 Stat.862) (61 D 352)

TOGETHER with twelve (12) acres of Central Oregon Irrigation District Water.

TOGETHER with the following items of personal property: All irrigation equipment, pipe trailer and refrigerator, and

Page 1 - ASSIGNMENT AND
ASSUMPTION OF CONTRACT
AND CONSENT TO ASSIGN-
MENT
HAND/LOWE

BABB & HOPP
ATTORNEYS AT LAW
115 N.W. GREENWOOD - P.O. BOX 8
BEND, OREGON 97701
TELEPHONE 389 1010

DESCHUTES COUNTY TITLE CO.
P. O. BOX 323
BEND, OREGON 97701

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

INDEX
1278

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 17 day of July A.D. 1928 at 11:30 o'clock A. M. and recorded in Book 278 on Page 86 Records of Book

ROSEMARY PATTERSON
County Clerk

By James P. Sullivan Deputy

KNOW ALL MEN BY THESE PRESENTS, That PHILIP D. HENSLEY and ELEANOR MARIE HENSLEY, husband and wife

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by EDWARD J. BURTON and PATRICIA A. BURTON, husband and wife

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 Deschutes and State of Oregon, described as follows, to-wit: The North Half of the Southeast Quarter of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$) and the North half of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Thirty four (34), EXCEPT the following described property: Beginning at the Southeast corner of Section 34; thence North 0° 55' 32" West along the Section line, 653.36 feet; thence North 89° 55' 06" West 29.84 feet to the point of beginning; thence North 89° 55' 06" West 393.68 feet to a steel pin; thence North 1° 50' 36" West 595.02 feet to an iron pipe; thence South 89° 04' 06" East along the R/W of the Central Oregon Highway, 211.90 feet to an iron bolt; thence on a 24° curve to the right for 368 feet, more or less, whose delta is 88° 20' and the long chord of which bears South 44° 50' 21" East 279.35 feet to an iron pipe, thence South 0° 34' 36" East 394.22 feet to the point of beginning, all being in Township Seventeen (17) South, Range Twelve (12) East of the Willamette Meridian, Deschutes County, Oregon; Together with 17 acres Central Oregon Irrigation Water.

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: 71-72 taxes, which are a lien not yet payable --

Easement, including the terms and provisions thereof, for electric transmission line, from Edith M. Beach to Pacific Power and Light Company, recorded October 24, 1938, in volume 57 page 70 Deed records,

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 \$ 30,000.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which)

In construing this deed and where the context so requires, the singular includes the plural
WITNESS grantor's hand this 9th day of September, 1971

Philip D. Hensley
Eleanor Marie Hensley

STATE OF OREGON, County of Deschutes, ss. September 9, 1971
Personally appeared the above named PHILIP D. HENSLEY AND ELEANOR MARIE HENSLEY husband and wife and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me *Charlotte C. Johnson*
Notary Public for Oregon
My commission expires 8-9-74

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

<p>WARRANTY DEED</p> <p>TO</p> <p>_____</p> <p>AFTER RECORDING RETURN TO</p>	<p>STATE OF OREGON, } ss. County of Deschutes }</p> <p>I certify that the within instrument was received for record on the 13th day of Sept, 1971, at 3:40 o'clock P.M., and recorded in book 170 on page 817 Record a Deeds of said County.</p> <p>Witness my hand and seal of County affixed</p> <p><i>Charlotte C. Johnson</i> Notary Public Title</p> <p>By _____ Deputy</p>
---	--

DO NOT USE THIS SPACE RESERVED FOR RECORDING LABEL IN FOUR TIES WHERE USED

INDEX

RECEIVED
JAN 9 1972
WATER RESOURCES DEPT
SALEM, OREGON

Simon

RECEIVED

JAN 9 1980

WATER RESOURCES DEPT
SALEM, OREGON

CONTRACT OF SALE

THIS CONTRACT is made as of the 28th day of June, 1977,
by V. A. SIMONTON and MARIE J, SIMONTON, husband and wife, whose
address is _____,
herein called "SELLER", and TIMOTHY D, HAND and ANN L. HAND,
husband and wife, whose address is 62720 Waugh Rd. Bend, Ore.
herein called "PURCHASER".

W I T N E S S E T H;

Seller agrees to sell to Purchaser and Purchaser agrees
to purchase from Seller for the price and on the terms and condi-
tions set forth below that certain real property, and all improve-
ments thereon, situated in Deschutes County, State of Oregon, des-
cribed as follows:

Township Seventeen (17) South, Range Thirteen (13) East
of the Willamette Meridian, Deschutes County, Oregon.

Section 28: The South Half of the Northwest Quarter of
the Northeast Quarter (S1/2 NW1/4NE1/4) and the North
Half of the Southwest Quarter of the Northeast Quarter
(N1/2SW1/4NE1/4), EXCEPTING and reserving, however, to
the United States all coal and other minerals in the
lands entered and so patented, together with the right
to prospect for, mine, and remove the same pursuant to
the provisions and limitations of the Act of December
29, 1916. (39 Stat.862) (61 D 352)

TOGETHER with twelve (12) acres of Central Oregon Irrigation
District water.

TOGETHER with the following items of personal property:
All irrigation equipment, pipe trailer and refrigerator,
and

TOGETHER with a 1974 Pacifica Mobile home, and

Williver & Forcum
LAW OFFICES P.O. BOX 1130 BEND, OREGON 97701

IT IS UNDERSTOOD AND AGREED between the parties that the title to the mobile home will remain in Seller until this contract, both principal and interest is paid in full and that Seller, in case of default shall have all rights and remedies provided by this contract and by Oregon law, including the provisions of the Uniform Commercial Code.

Such property is referred to herein as "the Property".

PURCHASE PRICE AND PAYMENT:

Purchaser promises to pay as the total purchase price for the Property the sum of \$64,500.00. Such amount shall be paid as follows:

Williver & Forcum

LAW OFFICES P.O. BOX 1130 BEND, OREGON 97701

The sum of \$1,500.00, which has previously been paid as earnest money, and the sum of \$17,000.00, which is paid upon execution hereof.

The remaining balance of \$46,000.00, shall be paid in monthly installments of not less than \$400.00 each, including interest at the rate of eight and one-half percent (8-1/2%) per annum on the unpaid balances, the first of such installments to be paid on the 10th day of ~~July~~^{Aug}, 1977, and subsequent installments to be paid on the 10th day of each month thereafter until the entire purchase price, including both principal and interest, is paid; provided, however, the full sum, principal and interest, shall be due and payable on or before the 10th day of ~~June~~^{July}, 1987. Interest on all unpaid balances shall commence on ~~June~~^{July} 10, 1977. Each payment shall be applied first to interest to the due date and the balance to principal.

PREPAYMENT:

The Purchaser shall have the privilege of increasing any monthly payment or prepaying the whole consideration at any time, provided no prepayment is made prior to January 1, 1978, and provided that additional payments shall not excuse Purchaser from making the regular monthly payments provided for in this contract until the remaining balance has been paid in full.

POSSESSION:

Purchaser shall be entitled to possession of the Property from and after July 10, 1977.

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TAXES:

All taxes levied against the Property for the current tax year shall be prorated between Seller and Purchaser as of _____ January 1, 1977. Purchaser agrees to pay when due all taxes and assessments which are thereafter levied against the Property and to keep the Property free from all public, municipal and statutory liens which may be thereafter lawfully imposed upon the Property.

COVENANTS OF SELLER:

Seller covenants that Seller is the owner of good and marketable title to the Property free of all liens and encumbrances except:

1. Reservations in patents;
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 disqualified for such use, the property will be subject to additional taxes and interest thereon; and
3. Existing telephone, telegraph and power lines, roads, railroads, highways, ditches, canals and pipelines.

TITLE INSURANCE:

Seller shall furnish at Seller's expense a purchaser's title insurance policy in the amount of \$64,500.00, within ten (10) days from the date of closing, insuring Purchaser against loss or damage sustained by Purchaser by reason of the unmarketability of Seller's title, or liens or encumbrances thereon, excepting matters contained in the usual printed exceptions, in such title insurance policies, and exception numbers 1 through 3, listed above.

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DEED:

Upon payment of the total purchase price for the Property as provided herein, and performance by Purchaser of all other terms, conditions and provisions hereof, Seller shall forthwith deliver to Purchaser a good and sufficient warranty deed conveying the Property free and clear of all liens and encumbrances, excepting those placed upon the Property or suffered by Purchaser subsequent to the date of this contract and excepting:

1. Reservations in patents;
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 disqualified for such use, the property will be subject to additional taxes and interest thereon; and
3. Existing telephone, telegraph and power lines, roads, railroads, highways, ditches, canals and pipelines.

WATER RIGHTS:

With reference to adjudicated water rights, which are herein contracted to be sold, it is understood that these water rights are appurtenant to the land. Seller represents and warrants that said rights are in full force and effect and that the water covered in said water rights has been beneficially applied to the land, and is still being so applied, during the past irrigation season. Purchaser represents and warrants that they will continue to beneficially apply said water to the land during each irrigation season during the term of this contract and will promptly pay, when due, any and all charges connected with said irrigation water rights.

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FARM DEFERRAL:

The Property is currently on a farm deferral program through the Deschutes County Assessor's Office; Purchaser agrees that during the term of this contract said Property shall be kept in said farm deferral program; Seller assumes no liability for any taxes owing on the Property should Purchaser, after this contract has terminated, fail to keep said property in a farm deferral program.

DEFAULT:

Time is of the essence of this contract. A default shall occur if:

(a) Purchaser fails to make any payment at the time required.

(b) Purchaser fails to perform any other obligation imposed by this contract and does not correct or commence correction of such failure within fifteen (15) days after receipt of written notice from Seller specifying the manner in which Purchaser is in default; or

(c) Purchaser becomes insolvent, a receiver is appointed to take possession of all or a substantial part of Purchaser's properties, Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy, or Purchaser is the subject of an involuntary petition in bankruptcy which is not dismissed within ninety (90) days. If purchaser consists of more than one person or entity, the occurrence of any of these events as to any one such person or entity shall constitute a default hereunder.

In the event of a default, Seller may take any one or more of the following steps:

(a) Declare the entire balance of the purchase price and interest immediately due and payable;

(b) Foreclose this contract by suit in equity;

(c) Specifically enforce the terms of this contract by suit in equity;

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(d) Declare this contract null and void as of the date of the breach and retain as liquidated damages the amount of the payments previously made hereunder. In such event, all of the right, title and interest of Purchaser to the Property shall revert to and be vested in Seller without any act of re-entry or without any other act by Seller to be performed, and Purchaser agrees to peaceably surrender the Property to Seller. Should Purchaser fail to so surrender the Property, Seller may at his option treat Purchaser as tenant holding over unlawfully after the expiration of a lease and Purchaser may be ousted and removed as such.

(e) With respect to any part of the Property which constitutes personal property in which Seller has a security interest, Seller may exercise the rights and remedies of a secured party as provided by the Uniform Commercial Code.

The remedies provided above shall be nonexclusive and in addition to any other remedies provided by law.

RELEASE:

It is understood and agreed that after January 1, 1978, the following described property:

The West Half of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter (W1/2SE1/4NW1/4NE1/4) of Section Twenty-eight (28), Township Seventeen (17) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon,

TOGETHER with one (1) acre of Central Oregon Irrigation District water,

upon Purchaser's request, shall be conveyed to Purchaser within 30 days of such request, provided Purchaser is not in default under the terms of this contract.

The deed for released property hereunder will be given on the following terms:

1. Purchaser must make an advance payment to Seller of \$5,000.00, for the property above-described.

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2. All costs associated with such conveyance will be paid by Purchaser.

3. All prepayments under this portion of the agreement shall be applied to the principal owing hereunder and shall not reduce the requirement of monthly payments as provided for herein.

MAINTENANCE AND INSURANCE:

Commencing with the possession date and thereafter at all times during the term of this contract, Purchaser shall with respect to the Property do the following:

1. Keep all buildings, or other improvements and landscape now existing or which shall hereafter be placed on the Property in good condition and repair and not permit any waste or removal thereof, nor make any substantial improvements or alterations without the prior written consent of Seller nor make any substantial improvements or alterations which reduce the value of the Property for security purposes without the prior written consent of Seller.

2. Promptly comply with all laws, ordinances, regulations, directions, rules and requirements of all governmental authorities applicable to the use or occupancy of the Property, and in this connection promptly make all required repairs, alterations and additions.

3. Keep all improvements now existing or which shall hereafter be placed on the Property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full insurable value with loss payable to Seller and Purchaser as their respective interest may appear, and certificates evidencing the policies shall be delivered to Seller and shall contain a stipulation providing that coverage will not be cancelled or diminished without a minimum of ten (10) days written notice to Seller. In the event of loss Purchaser shall give immediate notice to Seller. Seller may make proof of loss if Purchaser fails to do so within fifteen (15) days of the casualty.

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REPRESENTATIONS AND CONDITION OF PROPERTY:

Purchaser accepts the land, buildings, improvements and all other aspects of the Property in their present condition, AS IS, including latent defects, without any representations or warranties, expressed or implied, unless they are in writing signed by Seller. Purchaser agrees that he has ascertained, from sources other than Seller, the applicable zoning, building, housing and other regulatory ordinances and laws and that he accepts the Property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the Property, and Seller has made no representations with respect thereto.

WAIVER:

Failure of Seller at any time to require performance of any provision of this contract shall not limit the right of Seller to enforce the provision, nor shall any waiver by Seller of any breach of any provision be a waiver of any succeeding breach of that provision or a waiver of that provision itself or any other provisions.

COSTS AND ATTORNEY FEES:

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

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SUCCESSOR INTERESTS:

This contract shall be binding upon and inure to the benefit of the parties, their successors and assigns, but no interest of Purchaser shall be assigned, subcontracted or otherwise transferred, voluntarily or involuntarily, without the prior written consent of Seller. Consent by Seller to one transfer shall not constitute consent to other transfers or waiver of this section. Seller's consent shall not be unreasonably withheld.

PRIOR AGREEMENTS:

This document is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the Property, and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Property is concerned.

IN WITNESS WHEREOF, the parties have caused this contract to be executed as of the day and year first above written.

SELLER:

PURCHASER:

V. A. Simonton
V. A. Simonton

Timothy D. Hand
Timothy D. Hand

Marie J. Simonton
Marie J. Simonton

Ann L. Hand
Ann L. Hand

STATE OF OREGON)
) ss.
County of Deschutes)

DATED: June 28, 1977

Personally appeared the above-named V. A. SIMONTON and MARIE J. SIMONTON and acknowledged the foregoing instrument to be their voluntary act. Before me:

Jeanne A. Hecker
Notary Public for Oregon
My Commission expires: 7-16-79

Williver & Forcum

LAW OFFICES P.O. BOX 1130 BEND, OREGON 97701

STATE OF OREGON)
) ss.
County of Deschutes)

DATED: June 28, 1977

Personally appeared the above-named TIMOTHY D. HAND and ANN L. HAND and acknowledged the foregoing instrument to be their voluntary act. Before me:

James A. Hickson
Notary Public for Oregon
My Commission expires: 7-16-79

Williver & Forcum
LAW OFFICES P.O. BOX 1130 BEND, OREGON 97701

62720 Waugh Rd.
Bend, Ore. 97701

RECEIVED

28723
JAN 9 1980
WATER RESOURCES DEPT
SALEM, OREGON VOL

253 PAGE 107

MEMORANDUM OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, by an instrument in writing dated as of the 28 day of June, 1977, V. A. SIMONTON and MARIE J. SIMONTON, husband and wife, as Seller, sold on Contract of Sale to TIMOTHY D. HAND and ANN L. HAND, husband and wife, as Purchaser, the following described real property:

Township Seventeen (17) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon.

Section 28: The South Half of the Northwest Quarter of the Northeast Quarter (S1/2NW1/4NE1/4) and the North Half of the Southwest Quarter of the Northeast Quarter (N1/2SW1/4NE1/4), EXCEPTING and reserving, however, to the United States all coal and other minerals in the lands entered and so patented, together with the right to prospect for, mine, and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916. (39 Stat.862) (61 D 352)

TOGETHER with twelve (12) acres of Central Oregon Irrigation District water,

TOGETHER WITH THE FOLLOWING ITEMS OF PERSONAL PROPERTY: All irrigation equipment, pipe trailer and refrigerator; and

TOGETHER with a 1974 Pacifica mobile home.

The true and actual consideration for said contract is the sum of \$64,500.00.

DATED this 28 day of June, 1977.

SELLER:

PURCHASER:

V.A. Simonton
V. A. Simonton

Timothy D. Hand
Timothy D. Hand

Marie J. Simonton
Marie J. Simonton

Ann L. Hand
Ann L. Hand

DESCHUTES COUNTY TITLE CO.
P. O. BOX 323
BEND, OREGON 97701

Williver & Forcum
LAW OFFICES P.O. BOX 1130 BEND, OREGON 97701

STATE OF OREGON)
County of Deschutes) ss.

DATED: June 28, 1977

Personally appeared the above-named V. A. SIMONTON and MARIE J. SIMONTON and acknowledged the foregoing instrument to be their voluntary act. Before me:



Jeanne A. Hickson
Notary Public for Oregon
My Commission expires: 7-16-79

28793

STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 29 day of June A.D. 1977 at 4:31 o'clock P.M., and recorded in Book 253 on Page 107 Records of Deeds

INDEX

ROSEMARY PATTERSON
County Clerk

By Dorothy J. Johnson Deputy

Williver & Forcum

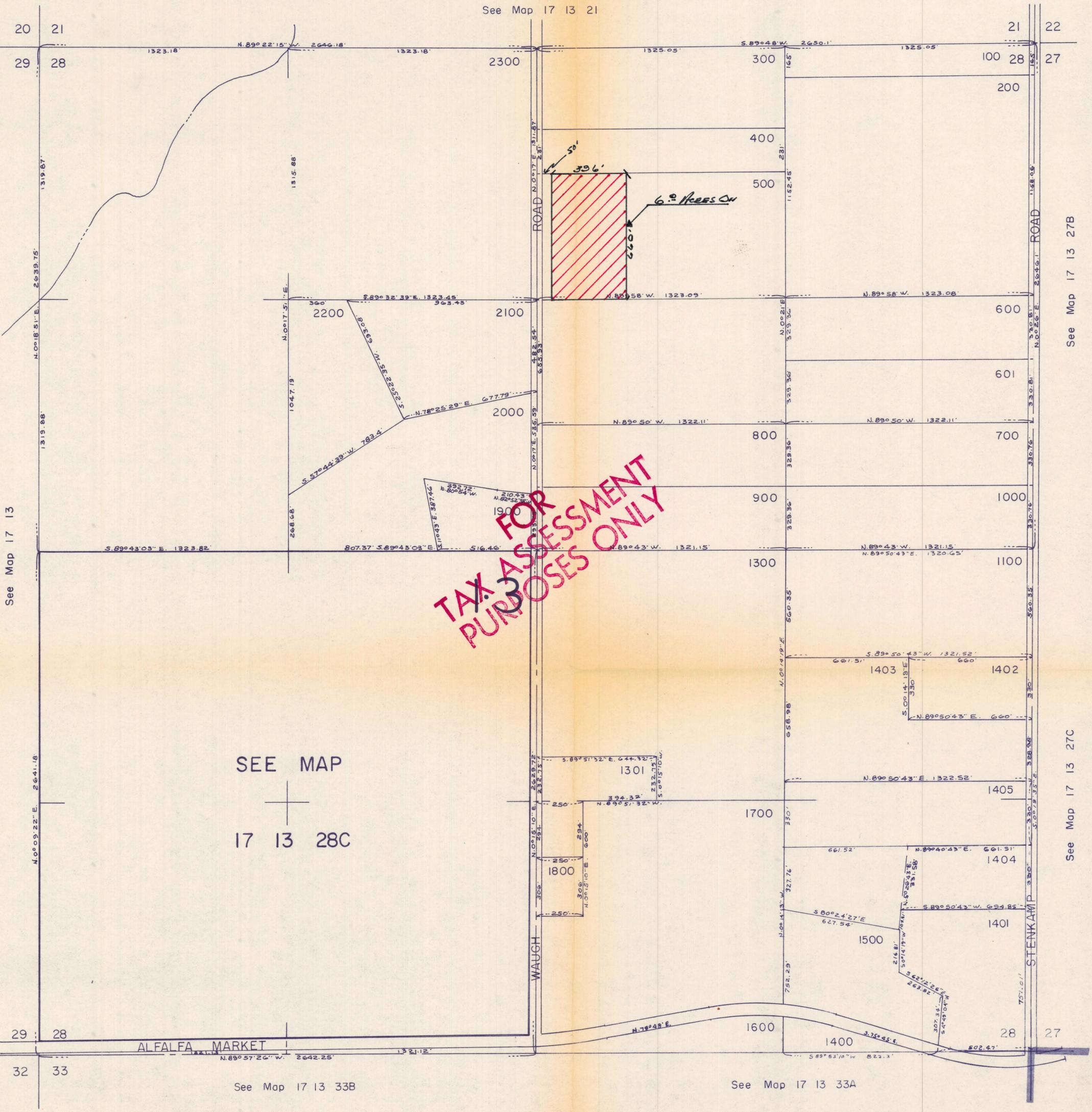
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SECTION 28 T.17S. R.13E.W.M.
DESCHUTES COUNTY

1"=400'

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SALEM, OREGON

T-4367



See Map 17 13

See Map 17 13 21

See Map 17 13 27B

SEE MAP
17 13 28C

See Map 17 13 27C

See Map 17 13 33B

See Map 17 13 33A

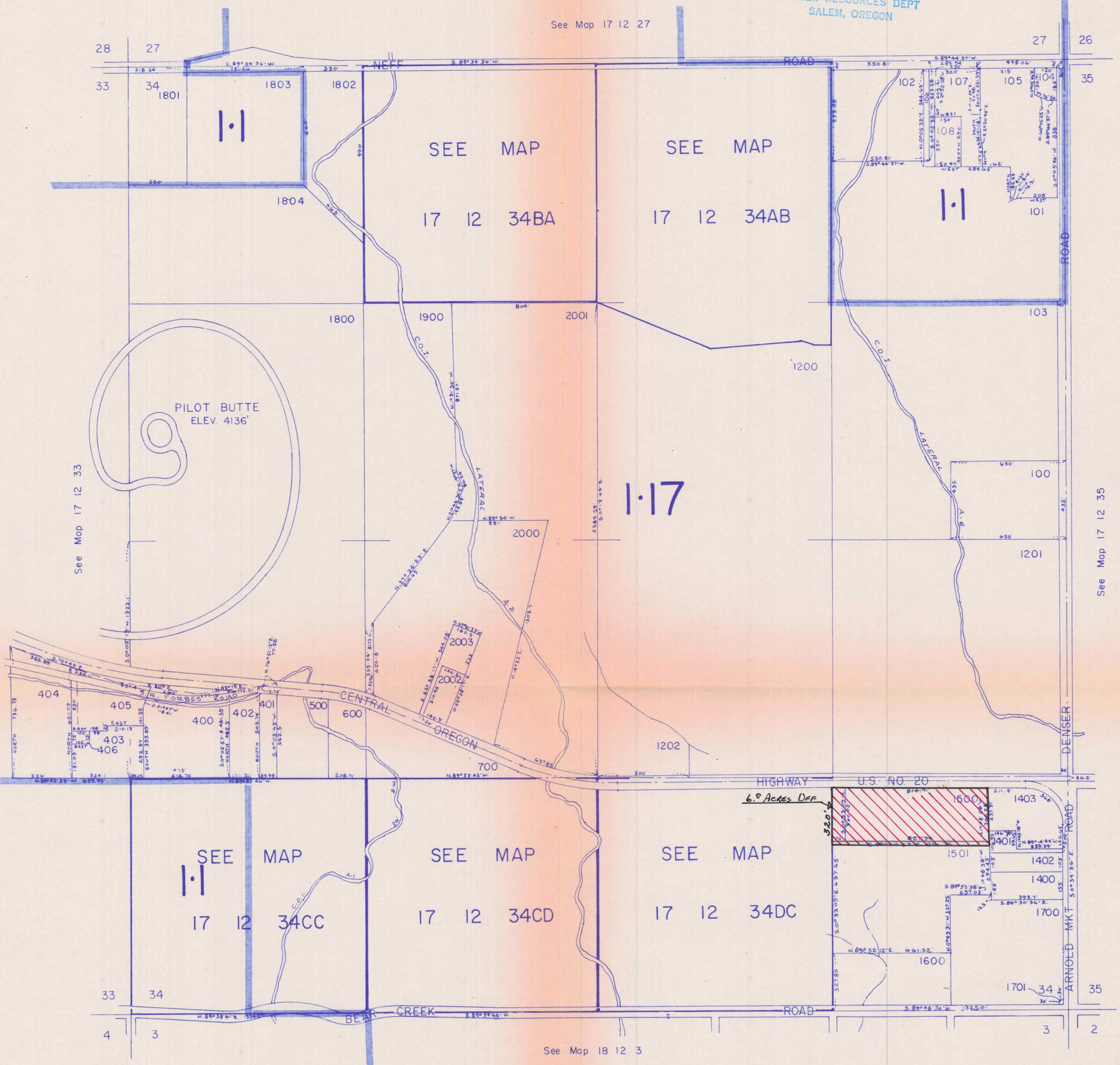
SECTION 34 T.17S. R.12E.W.M.
DESCHUTES COUNTY

1"=400'

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SALEM, OREGON

T-4367

See Map 17 12 27



See Map 17 12 33

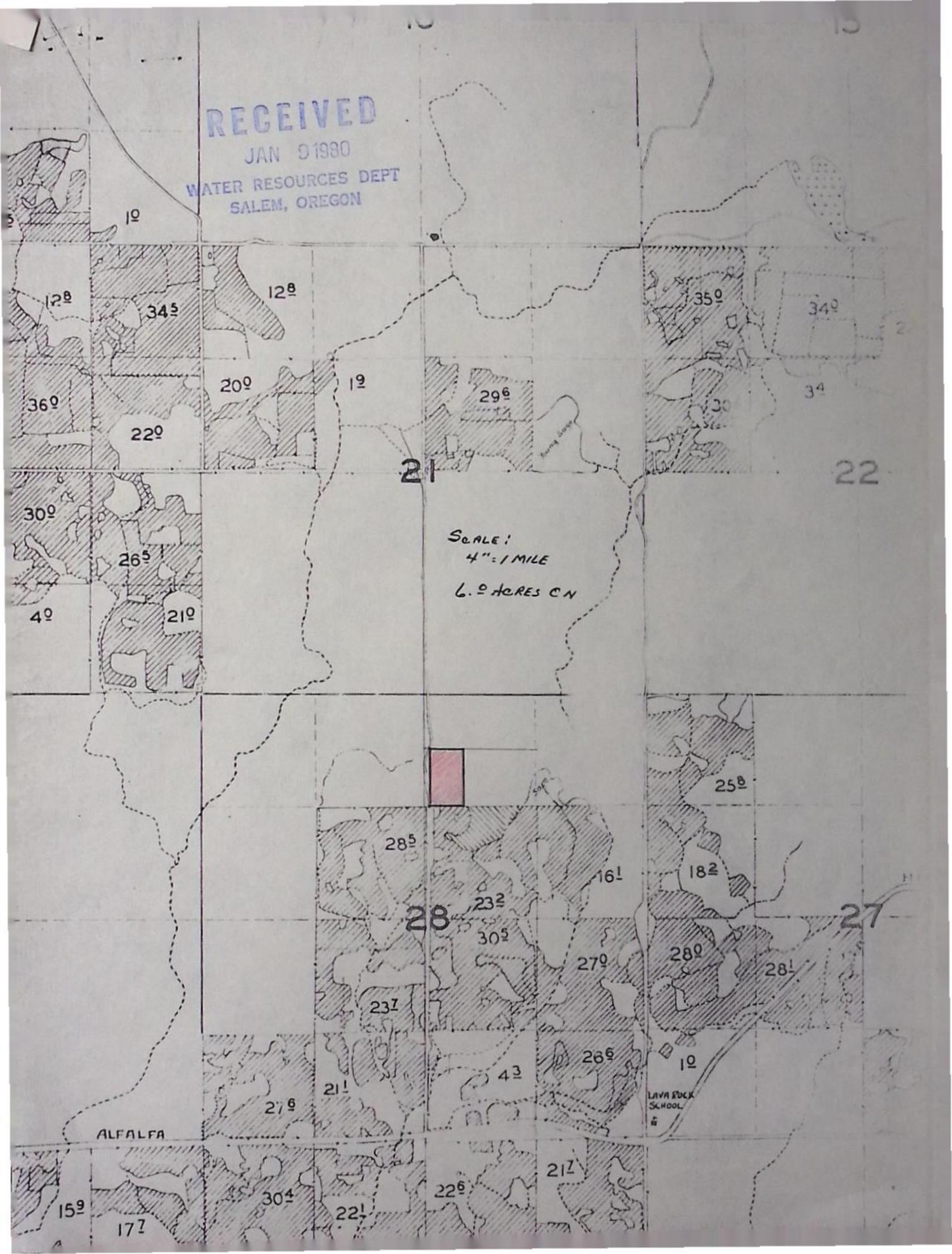
See Map 17 12 35

See Map 18 12 3

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SALEM, OREGON



SCALE:

4" = 1 MILE

6.0 ACRES CM



ALFALFA

LAVA ROCK
SCHOOL



SCALE:
4" = 1 MILE
6.0 ACRES OFF

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JAN 9 1980
WATER RESOURCES DEPT
SALEM, OREGON

T-4367 OFF