

4363

Name Kenton R. Nelson
By COID
Address 365 N.E. Greenwood
Bend, OR 97701

DESCRIPTION OF WATER RIGHT

Name of stream Deschutes River
Trib. of _____ County of Deschutes
Use Irrigation
Quantity of water _____ No. of acres 15⁰
Name of ditch Central Oregon Canal
Date of priority Oct 31, 1900 & Dec 2, 1907
In name of Deschutes County
Deschutes Adjudication, Vol. 16, page 55
App. No. _____ Per. No. _____ Cert. No. 29052
Certificate cancelled _____
Notation made on record by _____

Change in POU
Date filed 1-9-80
Date of hearing _____
Place of hearing _____
Date of order 3-12-80 Vol. 33, page 44
Date for application of water 10-1-81
Proof mailed _____
Proof received _____
Certificate issued _____, page _____

FEEES PAID

Date	Amount	Receipt No.
<u>1-9-80</u>	<u>30.00</u>	<u>15632</u>
TOTAL . . .		
	Cert. Fee	

FEEES REFUNDED

Date	Amount	Check No.

Surveyed 9/2/84 (Singhose)
to runway 5/80 HB3111

REMARKS

PC Sent 5/23/90

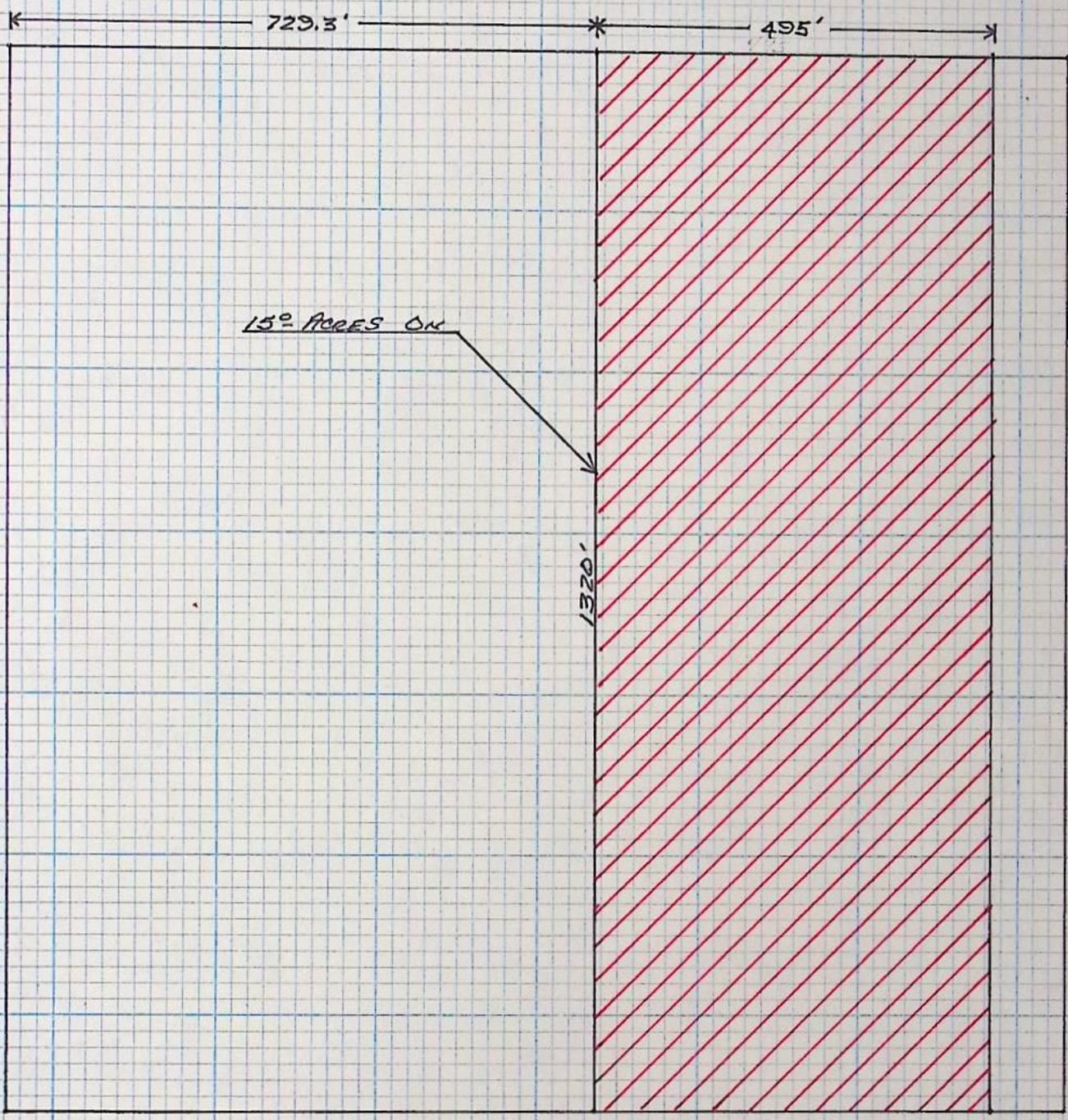
W.R.I.S.	
Assembled <u>7-7-85</u> by <u>SDA</u>	
Entered _____ by _____	
Verified _____ by _____	

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

T-4363

NE 1/4 SE 1/4 SECTION 30
T.17S., R.15 E. W.M.

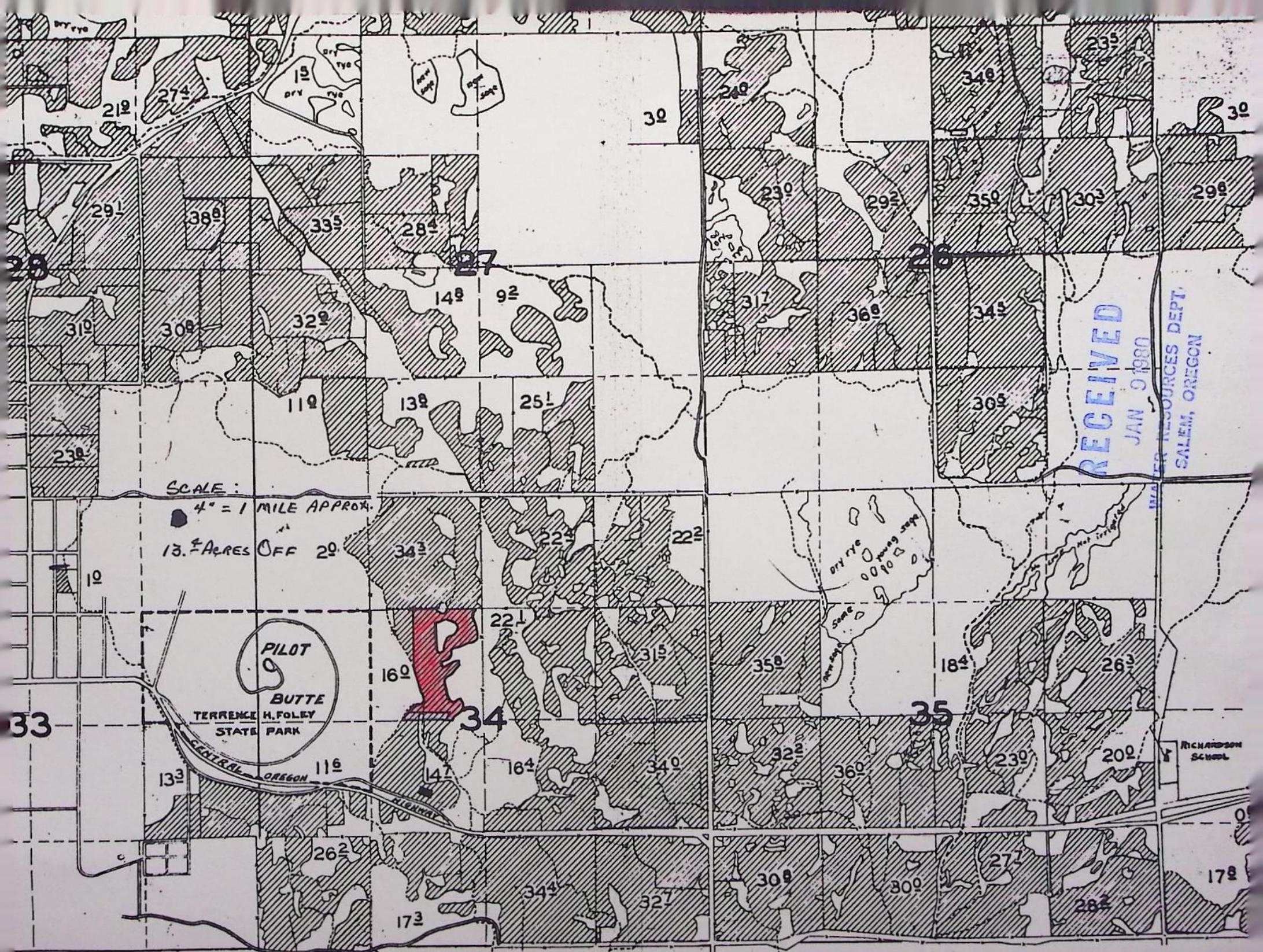
SCALE 1" = 200'



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JAN 9 1980

WATER RESOURCES DEPT
SALEM, OREGON



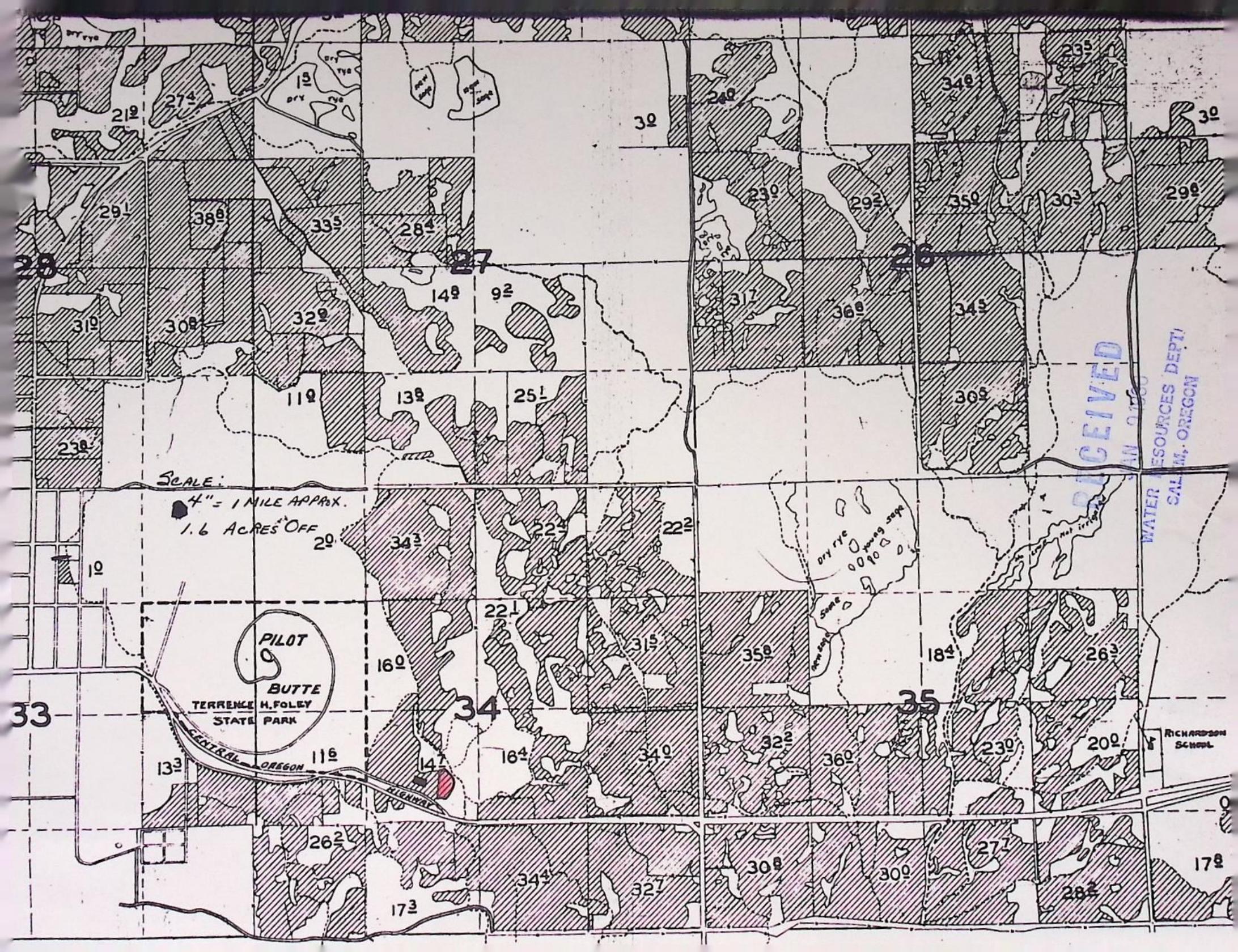
SCALE:
4" = 1 MILE APPROX.

13.5 ACRES OFF 20

PILOT BUTTE
TERRENCE H. FOLEY
STATE PARK

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JAN 9 1980
WATER RESOURCES DEPT
SALEM, OREGON

RICHARDSON
SCHOOL



SCALE:
4" = 1 MILE APPROX.
1.6 ACRES OFF

PILOT BUTTE
TERRENCE H. FOLEY STATE PARK

CENTRAL OREGON

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WATER RESOURCES DEPT.
SALMON, OREGON

RICHARDSON SCHOOL

BEFORE THE WATER RESOURCES DIRECTOR OF OREGON

DESCHUTES COUNTY

IN THE MATTER OF THE APPLICATION OF)
KENTON R. NELSON (CENTRAL OREGON)
IRRIGATION DISTRICT) FOR APPROVAL)
OF A CHANGE IN PLACE OF USE OF WATER)

ORDER APPROVING
TRANSFER NO. 4363

On January 9, 1980, an application was filed in the office of the Water Resources Director by Kenton R. Nelson 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 13.4 acres in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and 1.6 acres in NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 34, Township 17 South, Range 12 East, W.M., being tabulated in the name of Deschutes County 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 applicant herein, contract purchaser of the lands above described, proposes to transfer the water right therefrom, without loss of priority, to a certain 15.0 acres in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 30, Township 17 South, Range 15 East, W.M. (Wayne Singhose).

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 December 4, 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.

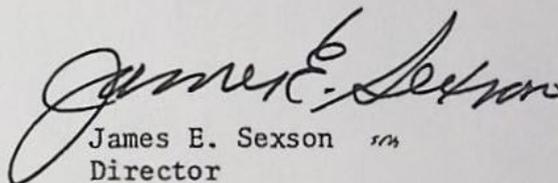
No objections having been filed and it appearing that the proposed change in place of use of water may be made without injury to existing rights, the application should be approved.

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
Director

Info: Wayne Singhose

Crop: Alfalfa

Hds: 35 RB 30's on wheel line w/ low-pressure
nozzles at 5.5 gpm.

Pump: 60 hp 8x6
30 hp 6x4

Remarks: TR 4513, 4366 & 3465 in dia 40
also w/ supp from per G-10319.

TG: 179-211L

9-4-84

Sadie Olson
WRE

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

WATER RIGHT NO. T0000 43631 PERMIT NO. 016 055 CERTIF. NO. 029052
ORIG. NO. C000290521 PREV. NO. C000290521 SUPER. NO.

NAME: KENTON R. NELSON
ADDRESS: COID PO BOX548
CITY/STATE/ZIP/COUNTY: REDMOND, OR 97756

07
~~08~~

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

CANCEL YEAR----> CONSTR.COMPLT--> 05 13 1980 YR.LAST USED-----> NEXT ACTION DUE-->
PRIORITY-----> 10 31 1900 PUT TO USE-----> 05 13 1980 LAST TRANS.DATE--> LAST TRANS.TYPE-->
APPLICATION----> 01 09 1980 SURVEYED-----> 09 04 1984 EXAM.FEE-----> 20.00 RECORDING FEE----> 10.00
PERMIT ISSUE--> 03 12 1990 CONCURRENCE-----> CYCLE STATUS-----> REPORTED FLAG---->
CONSTR.STRT.---> 03 12 1990 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 DESCHUTES
** COUNTY.
**
**
**

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	150E	30	D A	07	IR	100.00	15.00	V			P

W.R.I.S.

Assigned: 4-4-85 by SDH

Entered _____ by _____

Verified _____ by _____

T-4363

RECEIVED
JAN 9 1980
WATER RESOURCES DEPT
SALEM, OREGON

Application for Transfer of Water Right

To the WATER RESOURCES DIRECTOR OF OREGON:

I, Kenton R. Nelson (Name of applicant)

of 365 N.E. Greenwood (Mailing address), Bend (City)

State of Oregon 97701 (Zip Code), 382-3300 (Phone number), do hereby make application for change

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

1. Is the water right recorded in your name? No. Deschutes County, Page 55 (If not, give name)

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 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. (N. or S.) and ft. (E. or W.) from the 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
17	12	34	SE1/4 NW1/4	13.4
17	12	34	NE1/4 SW1/4	1.6

(If more space required, attach separate sheet)

9. Are you the legal owner of the above described lands? No
(If not owner, explain your interest)

am purchasing by contract of sale from Bend Elks Lodge

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

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

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

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

NATURE OF ENCUMBRANCE	HELD BY	AMOUNT
Contract of Sale	Bend Elks Lodge	Letter of consent att' chd.

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
17	15	30	NE1/4 SE1/4	15

(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 October 31, 1980

Remarks Water rights being transferred to lands owned by Wayne Singhose lying
..... in the NE¹/₄ SE¹/₄ of 30-17-15

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

..... District at a regular meeting held December 4, 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

I, Kenton R. Nelson, 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 7th day of Jan, 19 78

Kenta R. Nelson
.....
(Name of applicant)

Subscribed and sworn to before me this 7th day of Jan, 19 78



[Signature]
.....
NOTARY PUBLIC FOR OREGON

My commission expires 9-29-79

RECEIVED
MAY 13 1980
WATER RESOURCES DEPT
SALEM, OREGON

NOTICE OF COMPLETION OF CHANGE IN

IN PLACE OF USE OF WATER FROM DESCHUTES RIVER
PURSUANT TO TRNASFER APPLICATION NO. 4363

I, Wayne P. Singhee 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 12, 1980

May 12, 1980
Date

Wayne P. Singhee
Signature

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

62500 County Line Rd
Bend, OR 97701

ok
Dij



TO: TRANSFERS, WATER RIGHTS DIVISION

DATE: Jan 14, 1980.

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

RECEIVED

JAN 24 1980

WATER RESOURCES DEPT
SALEM, OREGON

SUBJECT: WATER RIGHT TRANSFER APPLICATION NO. 4363

IN THE NAME OF Kenton R. Nelson

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 ~~Note: The street are paved and side walks are in. From the 1976 photo it was irrigated.~~

Note: lots of weeds and some sage brush hasnt been irrigated for a few years. 1976 photo showed it to be irrigated.

** *RFM*
Watermaster's signature or initials

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JAN 9 1980

WATER RESOURCES DEPT
SALEM, OREGON

V.L. 242 - ALE 980

Charles D. Austin
CHARLES D. AUSTIN

HARVEY M. WATT

STATE OF OREGON, County of Deschutes, ss:

December 23, 1976

Personally appeared GORDON W. MARTIN, who, being first duly sworn, did say that he is the Chairman of the Board of Trustees of BEND LODGE #1371 of the BENEVOLENT PROTECTIVE ORDER OF ELKS, and that this instrument was voluntarily signed in behalf of the Order by authority of its Board of Trustees.
Before me:



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9-29-79

STATE OF OREGON, County of Deschutes, ss:

December 23, 1976

Personally appeared the above named RODNEY SUNDERLAND, JACK E. STEVENS, GLENN H. POUND, KENTON R. NELSON, SAMUEL S. JOHNSON, CHARLES D. AUSTIN and HARVEY M. WATT and acknowledged the foregoing instrument to be their voluntary act. Before me:



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9-29-79

13495

STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was recorded for Record the 27 day of Dec 1976 at 9:35 o'clock P. M., and recorded in Book 242 on Page 977 Records of Deschutes

ROSEMARY PATTERSON
County Clerk
[Signature] Deputy

GRAY, FANCHER, HOLMES & HURLEY
ATTORNEYS AT LAW
1044 N.W. 30th STREET
BEND, OREGON 97701

Memorandum

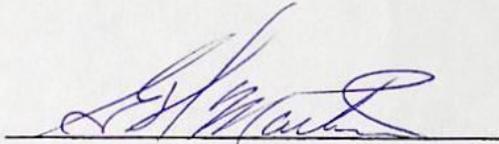
Page Three

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JAN 9 1980
WATER RESOURCES DEPT
SALEM, OREGON

June 8, 1978

TO: Sunderlund, Pound, Stevens, Watt, Nelson and Austin.

You have our consent to sell the irrigation water appurtenant to
the land you are purchasing from us.

A handwritten signature in blue ink, appearing to read "G.W. Martin", is written over a horizontal line.

G.W. Martin
Bend Lodge #1371
B.P.O.E.

Name and Postal 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 PDV 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 Cart. No. _____ Trs. Sp. Or. V. 14, p. 328			18.5		19 Ac. Trsf. - 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		50 Ac. Trsf. Vol. 11, p. 475 20 Ac. Trsf. Vol. 11, p. 479 19 Ac. Trsf. Vol. 11, p. 481 50 Ac. Trsf. Vol. 18, p. 361 19 Ac. " " 20, p. 469		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 Superceded by Cart. No. _____ Trs. Sp. Or. V. 14, p. 328			51.0		19 Ac. Trsf. Vol. 11, p. 475 20 Ac. Trsf. Vol. 11, p. 479 19 Ac. Trsf. Vol. 11, p. 481 50 Ac. Trsf. Vol. 18, p. 361 19 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 Δ PDV 6 2/3 SESE Tr # 2 1.4676 Tr # 3 2.2776 Tr # 4 2.2776		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		30 Ac. Trsf. 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		100 Ac. Trsf. Sp. Or. Vol. 7, p. 431 30 " " " " " " " "		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. Melvin			31.0				31.0 acres in the NE 1/4 SW 1/4, Section 35, T. 17 S., R. 12 E., W.M.
J. Frizzell			34.0				34.0 acres in the NW 1/4 SW 1/4, Section 35, T. 17 S., R. 12 E., W.M.

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JAN 9 1980

WATER RESOURCES DEPT
SALEM, OREGON

A S S I G N M E N T

CL 248 PAGE 223

21259

FOR THE CONSIDERATION stated below, SAMUEL S. JOHNSON, Assignor, hereby assigns and transfers to RODNEY SUNDERLAND, JACK E. STEVENS, GLENN H. POUND, KENTON R. NELSON, CHARLES D. AUSTIN and HARVEY M. WATT, Assignees, all of Assignor's right and interest in and to that certain Land Sale Contract dated December 23, 1976 between BEND LODGE #1371 of the BENEVOLENT ORDER OF ELKS as Seller, and RODNEY SUNDERLAND, JACK E. STEVENS, GLENN H. POUND, KENTON R. NELSON, SAMUEL E. JOHNSON, CHARLES D. AUSTIN and HARVEY M. WATT as Purchaser, together with all of Assignor's right and interest in and to the real property described as follows:

A tract of land lying partly in the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) and partly in the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) of Section Thirty-four (34), Township Seventeen (17) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon, and described as follows: Beginning at a point 162.43 feet North and 1806.88 feet East of the West Quarter Section Corner of Section 34, Township 17 South, Range 12 E.W.M. and running thence North 21° 46' 30" East 192.89 feet; thence North 19° 37' West 86.24 feet; thence North 1° 31' 30" West 871.57 feet to the North line of SE1/4 NW1/4 Section 34; thence North 89° 53' 46" East 804.06 feet along the North line of SE1/4NW1/4 to the Northeast corner of said SE1/4NW1/4 Section 34; thence South 0° 13' 49" East 2589.59 feet along the North and South center line of Section 34 to a point on the North right of way line of the Central Oregon Highway, thence following the North right of way line of Central Oregon Highway Northwesterly 637.43 feet; thence North 14° 22' East 1303.7 feet; thence North 89° 54' West 561.0 feet to the point of beginning.

GRAY, FANCHER, HOLMES & HURLEY
ATTORNEYS AT LAW
1044 N.W. BOND STREET
BEND, OREGON 97701

TOGETHER WITH fifteen (15) acres Central Oregon ^{10L} 248 PAGE 224
Irrigation District water.

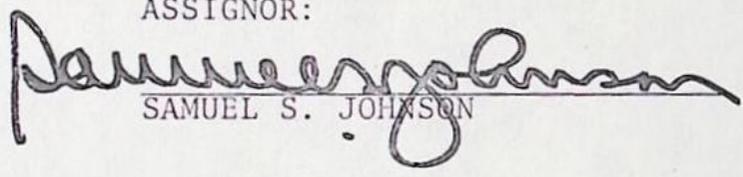
Assignor hereby expressly covenants and warrants to Assignees that Assignor is the owner of an undivided one-seventh interest in the Contract, that the Contract is not in default, and that the unpaid balance of the purchase price is \$ 100,000.⁰⁰, with interest paid to 12/23/70.

There is no consideration for this assignment.

RODNEY SUNDERLAND, JACK E. STEVENS, GLENN H. POUND, KENTON R. NELSON, CHARLES D. AUSTIN and HARVEY M. WATT accept the above Assignment and agree to be bound by the terms of the Contract.

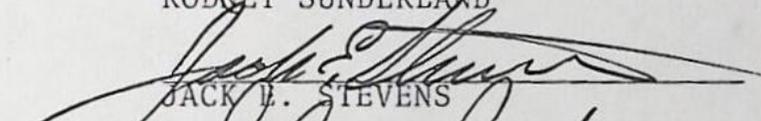
This Assignment is conditioned upon the written consent of Seller under the Contract.

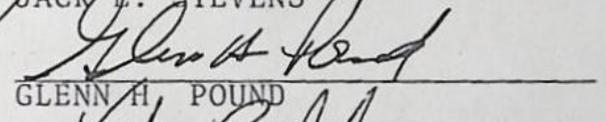
ASSIGNOR:

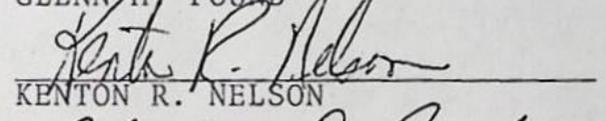

SAMUEL S. JOHNSON

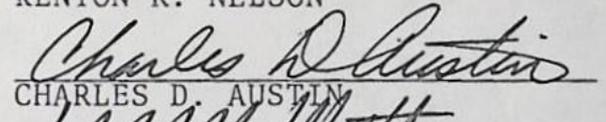
ASSIGNEE:

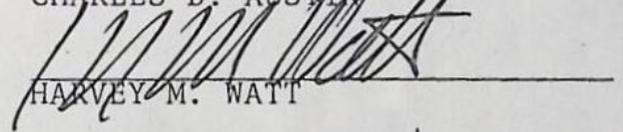

RODNEY SUNDERLAND


JACK E. STEVENS


GLENN H. POUND


KENTON R. NELSON


CHARLES D. AUSTIN

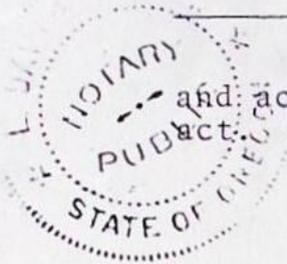

HARVEY M. WATT

GRAY, FANCHER, HOLMES & HURLEY
ATTORNEYS AT LAW
1044 N.W. BOND STREET
BEND, OREGON 97701

STATE OF OREGON, County of Deschutes, ss:

Vol 248 PAGE 225

4/4, 1977

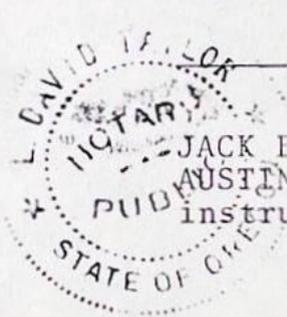


Personally appeared the above named SAMUEL S. JOHNSON and acknowledged the foregoing instrument to be his voluntary act. Before me:

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9-29-79

STATE OF OREGON, County of Deschutes, ss:

4/4, 1977



Personally appeared the above named RODNEY SUNDERLAND, JACK E. STEVENS, GLENN H. POUND, KENTON R. NELSON, CHARLES D. AUSTIN and HARVEY M. WATT and acknowledged the foregoing instrument to be their voluntary act. Before me:

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9/20/79

C O N S E N T

THE UNDERSIGNED, BEND LODGE #1371 of the BENEVOLENT PROTECTIVE ORDER OF ELKS, Seller, hereby consents to the above assignment.

BEND LODGE #1371 of the
BENEVOLENT PROTECTIVE ORDER
OF ELKS

By [Signature]
Chairman of the Board of
Trustees

GRAY, FANCHER, HOLMES & HURLEY
ATTORNEYS AT LAW
1044 N.W. BOND STREET
BEND, OREGON 97701

STATE OF OREGON, County of Deschutes, ss:

2/27 1977

VOL 248 PAGE 226

Personally appeared GEORGE W. MARTIN, who, being first duly sworn, did say that he is the Chairman of the Board of Trustees of BEND LODGE #1371 of the BENEVOLENT PROTECTIVE ORDER OF ELKS, and that this instrument was voluntarily signed in behalf of the Order by authority of its Board of Trustees. Before me:




NOTARY PUBLIC FOR OREGON
My Commission Expires: 9-29-79

21269

INDEX

STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 25 day of April A.D. 1977 at 4:49 o'clock P. M., and recorded in Book 376 on Page 223 Record of David Taylor

ROSEMARY PATTERSON
County Clerk

By Lobbie Smith Deputy

GRAY, FANCHER, HOLMES & HURLEY
ATTORNEYS AT LAW
1044 N.W. BOND STREET
BEND, OREGON 97701

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

RECEIVED
JAN 30 1980
WATER RESOURCES DEPT
SALEM, OREGON

CONTRACT OF SALE

THIS AGREEMENT Made this 23rd day of DECEMBER, 1976,

BETWEEN: BEND LODGE #1371 of the BENEVOLENT PROTECTIVE ORDER OF ELKS,

hereinafter called Seller,

AND: RODNEY SUNDERLAND, JACK E. STEVENS, GLENN H. POUND, KENTON R. NELSON, SAMUEL S. JOHNSON and CHARLES D. AUSTIN and HARVEY M. WATT,

hereinafter called Purchaser:

W I T N E S S E T H :

The Seller agrees to sell to Purchaser and Purchaser agrees to purchase that certain land, and all improvements thereon, situated in Deschutes County, State of Oregon, described as follows:

A tract of land lying partly in the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) and partly in the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) of Section thirty-four (34), Township Seventeen (17) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon, and described as follows: Beginning at a point 162.43 feet North and 1806.88 feet East of the West Quarter Section Corner of Section 34, Township 17 South, Range 12 E.W.M. and running thence North 21° 46' 30" East 192.89 feet; thence North 19° 37' West 86.24 feet; thence North 1° 31' 30" West 871.57 feet to the North line of SE1/4 NW1/4 Section 34; thence North 89° 53' 46" East 804.06 feet along the North line of SE1/4NW1/4 to the Northeast corner of said SE1/4NW1/4 Section

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1044 N.W. BOND STREET
BEND, OREGON 97701

34; thence South 0° 13' 49" East 2589.59 feet along the North and South center line of Section 34 to a point on the North right of way line of the Central Oregon Highway, thence following the North right of way line of Central Oregon Highway Northwesterly 637.43 feet; thence North 14° 22' East 1303.7 feet; thence North 89° 54' West 561.0 feet to the point of beginning.

TOGETHER WITH fifteen (15) acres Central Oregon Irrigation District Water.

SUBJECT TO:

1. The existence of roads, irrigation ditches and canals, telephone, telegraph and power transmission facilities;
2. Rules, regulations and assessments of Central Oregon Irrigation District;
3. Easement, including the terms and provisions thereof, to Deschutes Irrigation and Power Company (now Central Oregon Irrigation District) for irrigation lateral right of way not to exceed 20 feet in width, recorded August 29, 1905 in Volume 2 page 512 Deed records;
4. Right of Way Easement, including the terms and provisions thereof, for an electric distribution line, to Pacific Power and Light Company, recorded January 31, 1947 in Volume 79 page 81 deed records;
5. Easement, including the terms and provisions thereof, for an electric transmission line, to Pacific Power and Light Company, a corporation, recorded June 28, 1965 in Volume 144 page 200 Deed records.

PURCHASE PRICE AND TERMS: The purchase price of the property which Purchaser agrees to pay shall be the sum of ONE HUNDRED FIFTEEN THOUSAND AND NO/100ths-----DOLLARS, (\$115,000.00) payable as follows:

- (a) The sum of \$1,000.00 which has previously been paid as earnest money;

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ATTORNEYS AT LAW
1044 N.W. BOND STREET
BEND, OREGON 97701

(b) The sum of \$14,000.00 which is paid upon execution hereof;

(c) The remaining balance of \$100,000.00 shall be paid in annual installments as follows:

- 1) An interest payment in the amount of \$8,500.00 on or before December 31, 1977;
- 2) An interest payment in the amount of \$8,500.00 on or before December 31, 1978;
- 3) Annual installments of not less than \$10,000.00, including interest at the rate of eight and one-half percent (8 1/2%) per annum, the first of such installments to be paid on the 31st day of December, 1979, and on the same day of each and every year thereafter, until 1986, at which time the entire purchase price, including both principal and interest, must be paid in full.

All payments hereunder shall be paid to Seller at such place as Seller may hereafter designate.

INTEREST: Interest on all unpaid balances shall commence on December 20, 1976.

POSSESSION: Purchaser shall be entitled to possession of the premises as of December 20, 1976.

PREPAYMENT PRIVILEGES: Purchaser shall have the privilege of increasing any annual payment or prepaying the whole consideration at any time; provided that Purchaser shall not pay more than thirty percent (30%) of the sales price in year of sale, and provided that no additional payments shall be credited as regular future payments nor excuse Purchaser from making the regular annual payments provided for in this agreement.

TAXES: All taxes levied against the above described property for the current tax year shall be prorated between Seller and Purchaser as of December 20, 1976. Purchaser agrees to pay when due all taxes which are hereafter levied against the property and all public, private and statutory liens which may be hereafter lawfully imposed upon the premises.

IMPROVEMENTS, ALTERATIONS AND REPAIRS: Purchaser agrees that all improvements now located or which shall hereafter be placed on the premises shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Seller. Purchaser shall not commit or suffer any waste of the property, or any improvements thereon, or alterations thereof, and shall maintain the property and all improvements thereon and all alterations thereof in good condition and repair. Purchaser shall not otherwise make or cause to be made any improvements or alterations to the property without first obtaining the written consent of Seller.

IRRIGATION WATER: Purchaser shall not by any act or omission jeopardize the water right included in this sale.

COVENANTS OF TITLE: Seller covenants that they are the owner of the above described property free of all encumbrances except:

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1044 N.W. BOND STREET
BEND, OREGON 97701

Mortgage, including the terms and provisions thereof, executed by John C. Arnett and Sheldon R. Arnett, to Claus H. Carson and Dagmar H. Carson, as tenants in common, dated August 25, 1970, recorded September 2, 1970, in Volume 170, Page 482, Mortgage records, given to secure payment of a note for \$9,000.00. (Includes other property).

Said mortgage duly assigned of record to Claus H. Carson, by Assignment recorded August 5, 1974, in Volume 196, Page 629, Mortgage records.

Contract of Sale, including the terms and provisions thereof, between Deschutes County, Oregon, Vendor, and John C. Arnett and Sheldon R. Arnett, Vendees, recorded December 31, 1968 in Volume 163, Page 134, Mortgage records.

Contract of Sale, including the terms and provisions thereof, between Sheldon Arnett and Viola Arnett, husband and wife, and John C. Arnett and Helen Arnett, husband and wife, Vendors, and Bend Lodge #1371 of the Benevolent Protective Order of Elks, Vendee, dated December 31, 1968, recorded January 3, 1969 in Volume 163, Page 154, Mortgage records, and re-recorded January 17, 1969 in Volume 163 page 286, Mortgage records.

Seller warrants that they are purchasing said real property under a contract of purchase; that said contract is in full force and effect; that Seller has the right to transfer said property; the Purchaser shall have quiet enjoyment thereof and that Seller will warrant and defend the same against all lawful claims whatsoever. Seller warrants that they will make all payments on said contract, as the same fall due, and in the event of Seller's failure to do so, Purchaser shall have the right to make such payments and to take credit on this contract for the amounts so paid.

TITLE INSURANCE: Seller shall furnish at their expense a Purchaser's title insurance policy in the amount

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BEND, OREGON 97701

of \$115,000.00 within thirty (30) days from the date hereof, insuring Purchaser against loss or damage sustained by them by reason of the unmarketability of Seller's title, or liens or encumbrances thereon, excepting matters contained in usual printed exceptions in such title insurance policies, easements, conditions and restrictions of record and encumbrances herein specified, if any.

DELIVERY OF DEED: Upon payment of the entire purchase price for the property as provided herein, and performance by Purchaser of all other terms, conditions and provisions hereof, Seller shall forthwith execute and deliver to Purchaser a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as above provided and those placed upon the property or suffered by Purchaser subsequent to the date of this agreement.

ADVANCE DEEDS: Provided Purchaser is not otherwise in default under the terms of this agreement, they shall be entitled to advance deeds to portions of the described property upon the following terms and conditions:

- 1) The parcel for which an advance deed is sought shall be a minimum of four (4) acres in size;
- 2) Advance deeds shall be paid for at the rate of \$4,000.00 per acre or portion of an acre;
- 3) All payments for advance deeds shall be applied to the last portion of the unpaid purchase price and shall not be a substitute for any regularly scheduled payment;

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ATTORNEYS AT LAW
1044 N.W. BOND STREET
BEND, OREGON 97701

4) The parcels for which advance deeds are sought shall be square or rectangular in shape and shall have a width and length dimension within fifty percent (50%) of equal size and shall not have the effect of unduly reducing Seller's remaining security;

5) In no event shall Seller be required to deliver advance deeds to more than fifty percent (50%) of the existing Highway 20 frontage;

6) All costs associated with advance deeds, including survey costs, shall be borne by Purchaser.

REPRESENTATIONS: Purchaser has purchased the property solely upon Purchaser's own inspection and personal knowledge of the premises and opinion of the value thereof, and no promise to alter, repair, or improve said premises has been made by the Seller or by any agent of the Seller.

ASSIGNMENT: The Purchaser shall not sell, transfer, or assign their interest in this contract, or any interest in said real property, without first obtaining the written consent of the Seller. Provided, however, such consent shall not be unreasonably withheld.

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

(a) To foreclose this contract by strict foreclosure in equity.

(b) To declare the full unpaid balance of the purchase price immediately due and payable.

(c) To specifically enforce the terms of this agreement by suit in equity.

(d) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payment theretofore made upon said premises. Under this option all of the right, title and interest of Purchaser shall revert and revest in Seller without any act of reentry or without any other act by Seller to be performed, and Purchaser agrees to peaceably surrender said premises to Seller, or in default thereof Purchaser may, at the option of Seller, be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such.

Purchaser shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payment as provided for herein until notice of said default has been given by Seller to Purchaser and Purchaser shall have failed to remedy said default within thirty (30) days after the giving of 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 and addressed to Purchaser at their last known address. If Purchaser shall fail to make payment as herein provided and said failure shall continue for more than ten (10) days after the payment becomes due, Purchaser shall be deemed in default and Seller shall not be obligated to give notice to Purchaser of a declaration of said default.

WAIVER: No waiver of a breach of any covenant, term or condition of this agreement shall be a waiver of any other or subsequent breach of the same or any other covenant,

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BEND, OREGON 97701

term or condition or as a waiver of the covenant, term or condition itself.

SUCCESSOR INTERESTS: The covenants, conditions and terms of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representative and assigns of the parties hereto.

LITIGATION FEES AND EXPENSES: In the event suit or action be instituted to enforce any of the terms or conditions of this agreement, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statute, such sum as the court may adjudge reasonable as attorney fees in such suit or action, in both trial court and appellate courts.

INJURY TO PROPERTY OR PERSON: Purchaser is to be responsible for the condition of the premises during the term of this contract and any damage or injury to property or persons resulting from the condition of said premises or the activities of the Purchaser and their agents and employees thereon or any independent contractor hired by Purchaser, and the Purchaser agrees to indemnify the Seller against any loss, damage or expense therefrom.

INTERPRETATION: As used in this contract, it is understood that the Seller or the Purchaser may be less than two persons; that if the context so requires, the plural

pronoun shall be taken to mean and include the singular, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed, and implied to make the provisions hereof apply equally to an individual.

IN WITNESS WHEREOF, The parties hereto have executed this agreement the day and year first above written.

SELLER:

BEND LODGE #1371 of the BENEVOLENT PROTECTIVE ORDER OF ELKS

By [Signature]
Chairman of the Board of Trustees

PURCHASER:

[Signature]
RODNEY SUNDERLAND
[Signature]
JACK E. STEVENS
[Signature]
GLENN H. POBID
[Signature]
KENTON R. NELSON
[Signature]
SAMUEL S. JOHNSON
[Signature]
CHARLES D. AUSTIN
[Signature]
HARVEY M. WATT

STATE OF OREGON, County of Deschutes, ss:

December 23, 1976

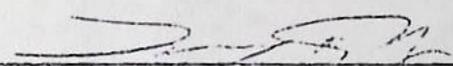
Personally appeared George W. Watt, who, being first duly sworn, did say that he is the Chairman of the Board of Trustees of BEND LODGE #1371 of the BENEVOLENT PROTECTIVE ORDER OF ELKS, and that this instrument was voluntarily signed in behalf of the Order by authority of its Board of Trustees. Before me:

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 7-29-79

STATE OF OREGON, County of Deschutes, ss:

December 23, 1976

Personally appeared the above named RODNEY SUNDERLAND, JACK E. STEVENS, GLENN H. POUND, KENTON R. NELSON, SAMUEL S. JOHNSON, CHARLES D. AUSTIN and HARVEY M. WATT and acknowledged the foregoing instrument to be their voluntary act. Before me:


NOTARY PUBLIC FOR OREGON

My Commission Expires: 9-22-79

CENTRAL OREGON IRRIGATION DISTRICT
P14158

LAND ROLL BOOK
OWNERSHIP LIST BY SECTION-TOWNSHIP-RANGE

34-17-12 SE NW
7/09/79

LR SEQ	TRANSFER DATE	CUST NO	NAME	DESCRIPTION	ACRES	HISTORY ACRES	SEQ NO
1		1856	SHELDON ARNETT		3.0000000		001
2		75520	HARVEY WATT		13.0000000		002
SUB-TOTAL OF ACRES FOR QUARTER					16.0000000		

RECEIVED
JAN 9 1980
WATER RESOURCES DEPT
SALEM, OREGON

CENTRAL OREGON IRRIGATION DISTRICT
P14158

LAND ROLL BOOK
OWNERSHIP LIST BY SECTION-TOWNSHIP-RANGE

34-17-12 NE SW
7/09/79

LR SEQ	TRANSFER DATE	CUST NO	NAME	DESCRIPTION	ACRES	HISTORY ACRES	SEQ NU
1		1856	SHELDON ARNETT		11.0000000		002
2		75520	HARVEY WATT		✓2.0000000		003
SUB-TOTAL OF ACRES FOR QUARTER					13.0000000		

RECEIVED
JAN 9 1980
WATER RESOURCES DEPT.
SALEM, OREGON

RECEIVED

JAN 9 1980

WATER RESOURCES DEPT
SALEM, OREGON

ASSIGNMENT

FOR THE CONSIDERATION stated below, SAMUEL S. JOHNSON, Assignor, hereby assigns and transfers to RODNEY SUNDERLAND, JACK E. STEVENS, GLENN H. POUND, KENTON R. NELSON, CHARLES D. AUSTIN and HARVEY M. WATT, Assignees, all of Assignor's right and interest in and to that certain Land Sale Contract dated December 23, 1976 between BEND LODGE #1371 of the BENEVOLENT ORDER OF ELKS as Seller, and RODNEY SUNDERLAND, JACK E. STEVENS, GLENN H. POUND, KENTON R. NELSON, SAMUEL E. JOHNSON, CHARLES D. AUSTIN and HARVEY M. WATT as Purchaser, together with all of Assignor's right and interest in and to the real property described as follows:

A tract of land lying partly in the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) and partly in the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) of Section Thirty-four (34), Township Seventeen (17) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon, and described as follows: Beginning at a point 162.43 feet North and 1806.88 feet East of the West Quarter Section Corner of Section 34, Township 17 South, Range 12 E.W.M. and running thence North 21° 46' 30" East 192.89 feet; thence North 19° 37' West 86.24 feet; thence North 1° 31' 30" West 871.57 feet to the North line of SE1/4 NW1/4 Section 34; thence North 89° 53' 46" East 804.06 feet along the North line of SE1/4NW1/4 to the Northeast corner of said SE1/4NW1/4 Section 34; thence South 0° 13' 49" East 2589.59 feet along the North and South center line of Section 34 to a point on the North right of way line of the Central Oregon Highway, thence following the North right of way line of Central Oregon Highway Northwesterly 637.43 feet; thence North 14° 22' East 1303.7 feet; thence North 89° 54' West 561.0 feet to the point of beginning.

GRAY, FANCHER, HOLMES & HURLEY
ATTORNEYS AT LAW
1044 N.W. BOND STREET
BEND, OREGON 97701

TOGETHER WITH fifteen (15) acres Central Oregon
Irrigation District water.

Assignor hereby expressly covenants and warrants to
Assignees that Assignor is the owner of an undivided one-seventh
interest in the Contract, that the Contract is not in default,
and that the unpaid balance of the purchase price is \$ 100,000⁰⁰,
with interest paid to 12/23/76.

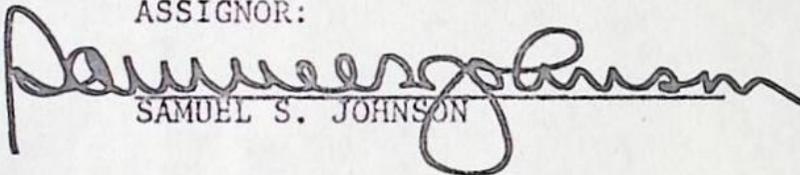
There is no consideration for this assignment.

RODNEY SUNDERLAND, JACK E. STEVENS, GLENN H. POUND,
KENTON R. NELSON, CHARLES D. AUSTIN and HARVEY M. WATT accept
the above Assignment and agree to be bound by the terms of
the Contract.

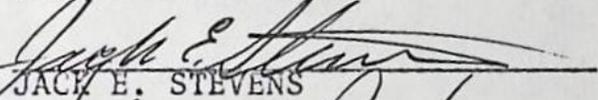
This Assignment is conditioned upon the written
consent of Seller under the Contract.

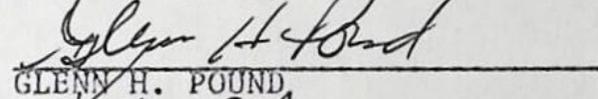
ASSIGNOR:

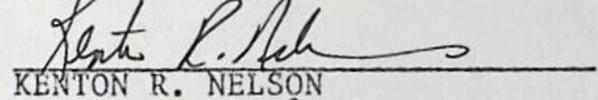
ASSIGNEE:

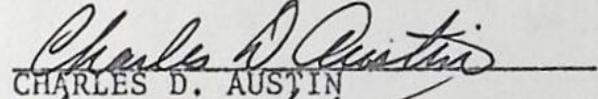

SAMUEL S. JOHNSON


RODNEY SUNDERLAND


JACK E. STEVENS


GLENN H. POUND


KENTON R. NELSON

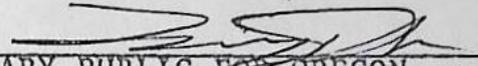

CHARLES D. AUSTIN


HARVEY M. WATT

STATE OF OREGON, County of Deschutes, ss:

4/4, 1977

Personally appeared the above named SAMUEL S. JOHNSON and acknowledged the foregoing instrument to be his voluntary act. Before me:


NOTARY PUBLIC FOR OREGON
My Commission Expires: 9/29/79

STATE OF OREGON, County of Deschutes, ss:

4/4, 1977

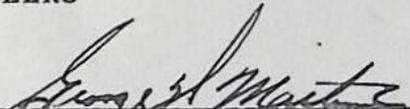
Personally appeared the above named RODNEY SUNDERLAND, JACK E. STEVENS, GLENN H. POUND, KENTON R. NELSON, CHARLES D. AUSTIN and HARVEY M. WATT and acknowledged the foregoing instrument to be their voluntary act. Before me:


NOTARY PUBLIC FOR OREGON
My Commission Expires: 9/29/79

C O N S E N T

THE UNDERSIGNED, BEND LODGE #1371 of the BENEVOLENT PROTECTIVE ORDER OF ELKS, Seller, hereby consents to the above assignment.

BEND LODGE #1371 of the
BENEVOLENT PROTECTIVE ORDER
OF ELKS

By 
Chairman of the Board of
Trustees

STATE OF OREGON, County of Deschutes, ss:

2/27/, 1977

Personally appeared GEORGE W. MARTIN, who, being first duly sworn, did say that he is the Chairman of the Board of Trustees of BEND LODGE #1371 of the BENEVOLENT PROTECTIVE ORDER OF ELKS, and that this instrument was voluntarily signed in behalf of the Order by authority of its Board of Trustees. Before me:


NOTARY PUBLIC FOR OREGON

My Commission Expires: 9-24-79

GRAY, FANCHER, HOLMES & HURLEY
ATTORNEYS AT LAW
1044 N.W. BOND STREET
BEND, OREGON 97701

RECEIVED

JAN 19 1945

WATER RESOURCES DEPT
SALEM, OREGON

10
U.S.

JAS. W. LEMKE
Gibson

16

15

14

21

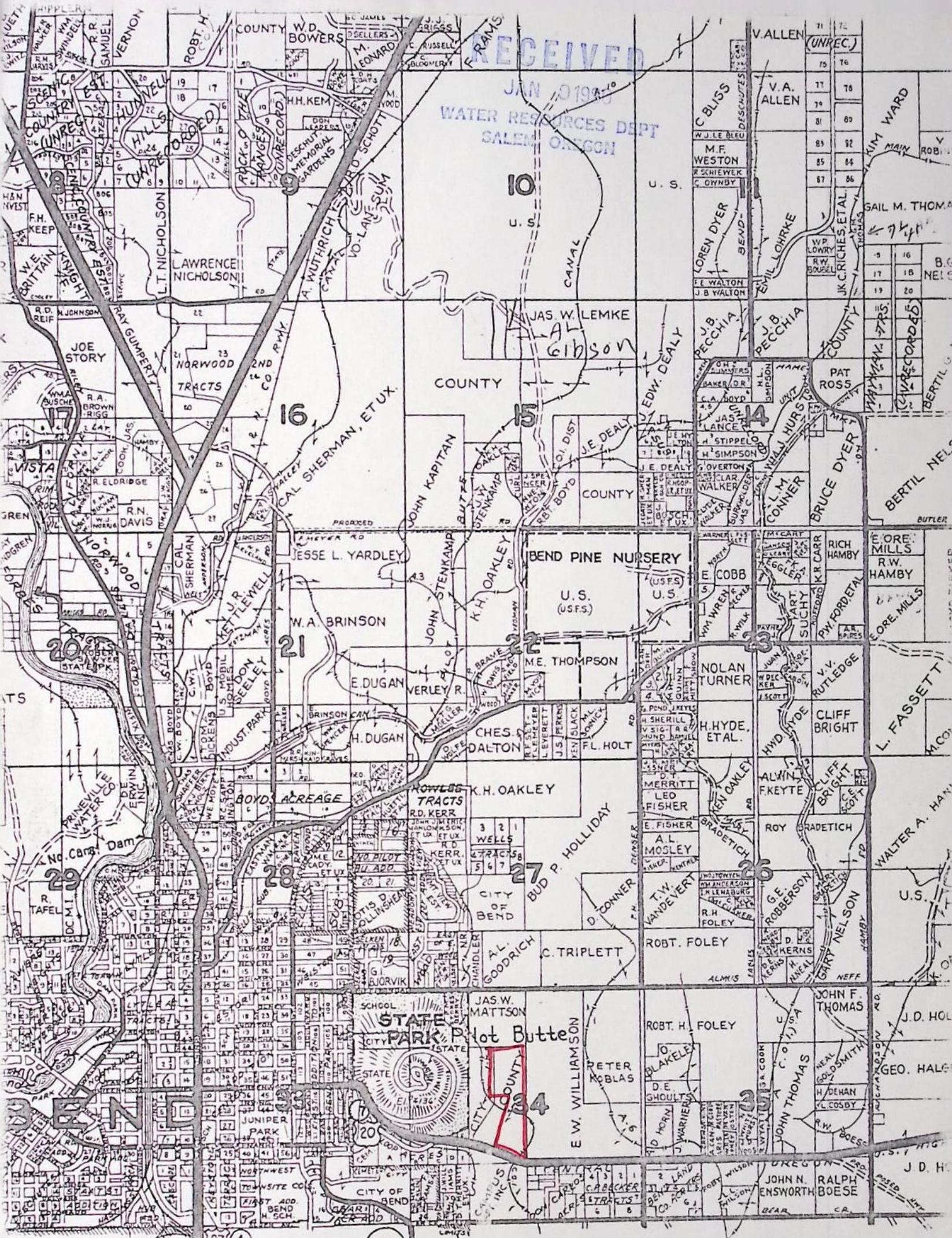
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(UNREC.)

RECEIVED

JAN 9 1980

WATER RESOURCES DEPT
SALEM, OREGON

17 12 34

SEC. 34 T.17S. R.12 E. WM.

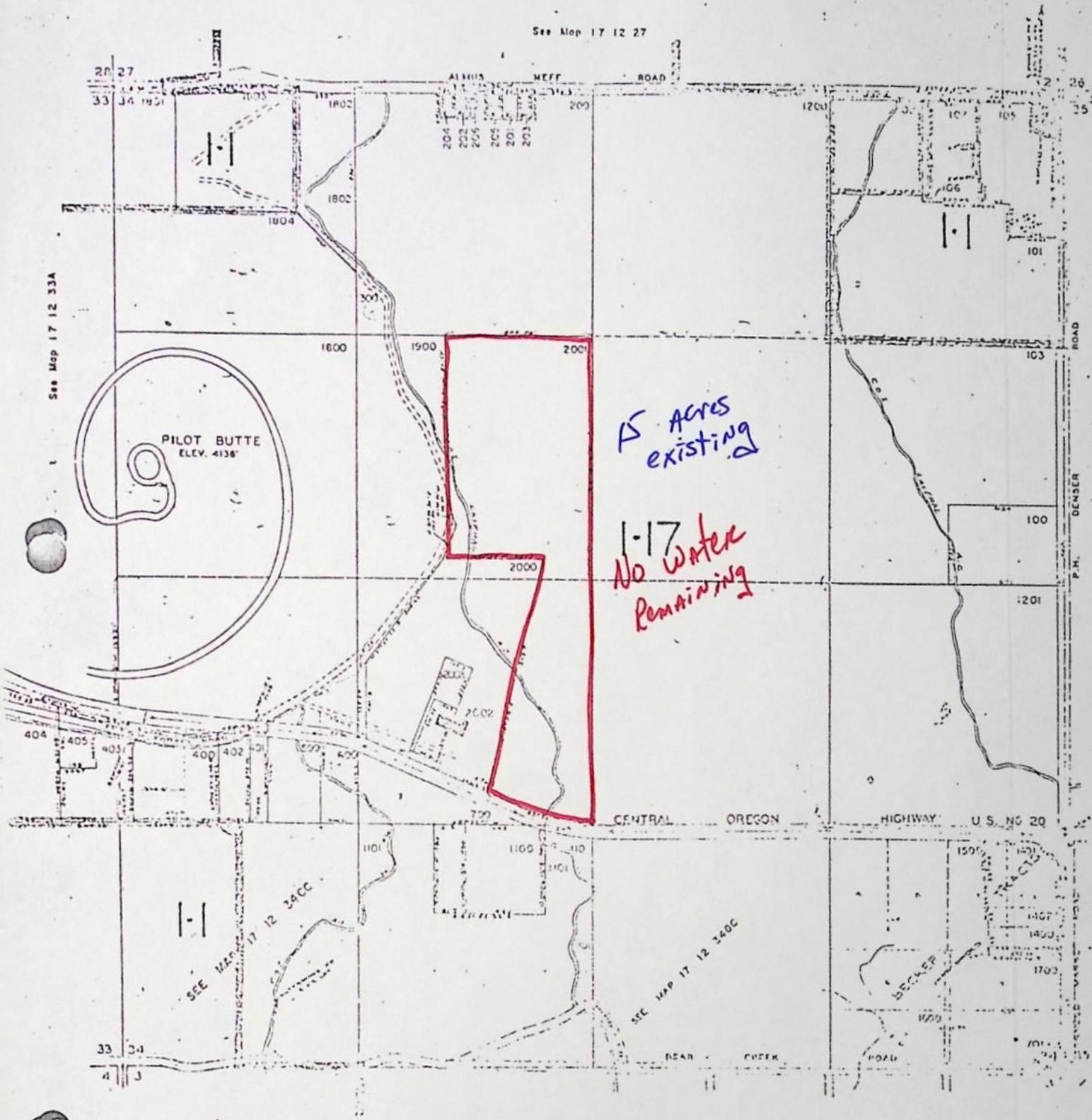
DESCHUTES COUNTY

SCALE: 1" = 400'

See Map 17 12 27

See Map 17 12 33A

See Map 17 12 35



15 Acres existing

1.17 No Water Remaining

See Map 17 12 3

17 12 34

CENTRAL OREGON IRRIGATION DISTRICT
P14158

LAND ROLL BOOK
OWNERSHIP LIST BY SECTION-TOWNSHIP-RANGE

34-17-12 NE SW
7/09/79

LR SEQ	TRANSFER DATE	CUST NO NAME	DESCRIPTION	ACRES	HISTORY ACRES	SEQ NO
1		1856 SHELDON ARNETT		11.0000000		002
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			SUB-TOTAL OF ACRES FOR QUARTER	13.0000000		

RECEIVED
JAN 9 1980
WATER RESOURCES DEPT
SALEM, OREGON

CENTRAL OREGON IRRIGATION DISTRICT
P14158

LAND ROLL BOOK
OWNERSHIP LIST BY SECTION-TOWNSHIP-RANGE

34-17-12 SE NW
7/09/79

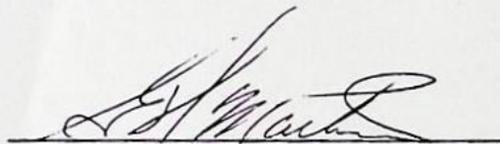
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2		75520	HARVEY WATT		13.0000000		002
SUB-TOTAL OF ACRES FOR QUARTER					16.0000000		

June 8, 1978

RECEIVED
JAN 9 1980
WATER RESOURCES DEPT
SALEM, OREGON

TO: Sunderlund, Pound, Stevens, Watt, Nelson and Austin.

You have our consent to sell the irrigation water appurtenant to
the land you are purchasing from us.

A handwritten signature in cursive script, appearing to read "G.W. Martin", is written over a horizontal line.

G.W. Martin
Bend Lodge #1371
B.P.O.E.

NE 1/4 SE 1/4 SECTION 30
T.17S., R.15E.W.M

SCALE 1" = 200'

729.3' * 495'

15° ADJES ON

1326'

T-4363

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

1"=400'

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See Map 17 12 27

