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## The Redmond Spokesman

Published every Thursday by  
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AT REDMOND, OREGON

Official Paper of the City of Redmond

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Entered as second-class matter July 14, 1910 at the Postoffice at Redmond, Oregon, under the Act of March 3, 1879.

Redmond, Oregon, Feb. 13, 1912

## Irrigation Company

Continued from first page

choose a third, who shall constitute a board of arbitration to decide the matter, and their decision shall be final, provided that the Company shall not be required to commence such reconstruction in less than two years from the date of this agreement. The Company shall, if necessary to complete the reclamation of lands in the project in accordance with the contract of June 17, 1907, enlarge the Central Oregon Canal to sufficient capacity. The Company shall furnish a good and sufficient surety bond in favor of the Board, in the penal sum of \$25,000.00 to ensure the performance of the conditions set forth in this paragraph.

8. The Company to furnish the Board with a monthly sworn statement, accompanied by maps, showing the amount and location of work performed; and also such additional sworn statements as may be called for by the Board from time to time, showing receipts and expenditures on account of maintenance; and the books and accounts of the Company shall be open for inspection at its office at all times by the Board or its duly authorized representative.

9. The Board agrees, upon request of the Company immediately to open for sale about 18,000 acres of land under the North Canal prior to the delivery of water there to and permit the Company to sell same, taking one fourth payment in cash and the balance in notes. One dollar per acre of said first payment to be deposited with the Board for the Guarantee Fund. The notes given for said deferred payments to be deposited with the Trustee but not to bear interest nor become payable until water has been delivered to the lands covered by said notes and the contracts between the Company and purchasers to so provide. The said contracts shall also provide that if the lands are not reclaimed within two years the purchaser shall be entitled to the return of his notes and payments made. To protect said purchasers in the return of their payments, the Company shall deposit with the Trustee a surety bond in the sum of \$25,000.00 or settlers' or purchasers' notes, given for the purchase of other lands under the Central Oregon or Pilot Butte canals, to the amount of \$50,000.00; provided, however, that the Board may, at any time require such further and additional security as in its judgment is necessary to protect the interests of said purchasers. Where a refund is made to a purchaser by the Trustee by reason of the failure of the Company to reclaim the lands, the Board shall refund to the said Trustee or to the purchaser, the \$1.00 per acre paid into the Guarantee Fund on account of his purchase.

10. The Board agrees to increase the lien on lands covered by the contract of June 17, 1907 and remaining unsold, to an amount which shall not exceed the average price of \$45.00 per irrigable acre; provided, that none of said lands shall be sold until the same have been classified in units and the lien on each forty acre tract therein has been fixed by the Company and approved by the Board; and provided, further, that no lien shall be fixed nor be sold at a price in excess of \$59.99 per irrigable acre.

11. The Board will, at least 90 days prior to the expiration of the time for the reclamation of the lands in segregation lists Nos. 6, and 19 petition the Secretary of the Interior for a five years extension of time, and grant the Company such further time as in the judgment of the Board may be necessary and proper for the completion of its contract of June 17, 1907.

12. The Board agrees, to file within six months with the Secretary of the Interior, the usual certificate as to water supply for segregation list No. 29; and upon the approval of said segregation by the Department, agrees to execute the contract required by the United

States for the reclamation of said lands under the Carey Act; and upon the execution of said contract agrees to place said lands under the contract of June 17, 1907 and this supplemental contract.

13. The Company may sell water for lands not included in the contract of June 17, 1907, as provided in said contract, but the lands so relinquished by the Company for cancellation shall not be cancelled by the State unless and until the Board shall determine that there is not sufficient water for their irrigation in excess of that required for outside lands.

14. When said diversion dam and North Canal to the intersection with the Pilot Butte Canal shall have been completed in a good and workmanlike manner, all moneys then in the hands of the Trustee, received account said subscription or from said Guarantee Fund, shall upon demand, be paid over to the Company. The Board shall notify the Trustee whenever any particular lands covered by notes held by the Trustee have been reclaimed. In accordance with the contract of June 17, 1907, and the Trustee shall deliver to the Company such notes given for the purchase of such lands and proceeds thereof in the hands of the Trustee. The entire trust shall terminate only when all of the lands for which the Trustee holds notes shall have been reclaimed in accordance with said contract of June 17, 1907, and all refunds have been made for failure to reclaim as provided in Section 9 of this agreement, and all moneys, notes and other securities then in the hands of the Trustee shall be delivered to the Company.

15. The duties of the Trustee hereunder may be enlarged, explained, modified or otherwise changed and amended by written agreement of the parties hereto.

16. Inasmuch as certain moneys will have to be expended for plant, material, engineering and supplies, for the North Canal and dam before any showing can be made in actual construction, the Trustee shall, upon the certified vouchers signed by the General Manager and the Chief Engineer of the Company accept such vouchers in lieu of cash in payment of the second ten per cent installment of said subscription, provided in Section One of this agreement.

17. In event of failure of the Company to keep the covenants or perform the obligations by it to be kept and performed under this contract, the Board may declare it in default. The Company and the Trustee shall thereupon be so notified and unless the Company shall within 90 days from the date of such notice make good all its existing delinquencies, the Board is hereby authorized and it is hereby made its duty to take over the performance of the contracts to be performed by the Company and prosecute the work as fast as the available assets in the hands of the Trustee, or otherwise, will permit, and the Trustee in such event is hereby directed to pay out all funds on hand, or which may be collected for account of the Company, upon vouchers to be approved by the Board.

All cash, notes and other assets remaining in the hands of the Trustee after the completion of the contract of June 17, 1907, shall be then turned over to the Company.

In witness whereof, the parties hereto have caused this agreement to be executed in duplicate this 5th day of February, 1912.

CENTRAL OREGON IRRIGATION COMPANY,

By F. S. Stanley, President.

Attest: Jesse Stearns, Secy.

DESERT LAND BOARD

By Oswald West, Governor and Chairman of the Desert Land Board  
Attest: John H. Lewis, State Engineer and Secretary of the Desert Land Board.

(Duly acknowledged.)

### Notice for Publication

Department of the Interior, U. S. Land Office at The Dalles, Oregon, February 7, 1912.

Notice is hereby given that Walter S. Overturf of Cline Falls, Oregon, who, on June 6, 1910, made Homestead No. 06959 for W $\frac{1}{2}$ SE $\frac{1}{4}$  and S $\frac{1}{2}$ NE $\frac{1}{4}$  Section 3, Township 15 south, range 11 east, Willamette Meridian, has filed notice of intention to make final commutation proof, to establish claim to the land above described, before I. P. Hewitt, U. S. Commissioner, at his office at Redmond, Oregon, on the 18th day of March, 1912.

Claimant names as witnesses: James Acton, Robert W. Harper, Ray E. Harper, all of Cline Falls, Oregon, R. M. Hanson, of Sisters, Oregon.

C. W. Moore, Register.

First publication Feb. 15-Mar 14

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