

TEXT OF CONTRACT

(Continued from page nine.)

available for distribution from either said reservoir or canals at a point or points within one-half mile of each legal subdivision of forty acres from which the lands may be economically irrigated.

5. The Board shall have power to levy all necessary tolls, charges, and assessments for necessary maintenance, which shall be payable whether water is used or not, and hereby agrees that no charges shall be made for the delivery of water until the 15th day of 191... and thereafter the annual charges for maintenance shall, while the Board is in control of the reclamation system, be fixed at actual cost of such maintenance, and shall be charged against the entire irrigable acreage entered, irrespective of the irrigation thereof.

10. It is expressly understood that as long as the State Board shall be in control of the whole reclamation system, 50 cents per irrigable acre shall be due and payable on the 15th day of April of each year for maintenance and operation, and that the balance of actual cost of maintaining and operating the system shall be paid on or before the 15th day of October of the same year.

11. It is agreed that upon the failure of the Purchaser to make payment of principal and interest according to the terms of this agreement, it shall be the duty of the Board to notify the Purchaser by registered mail of his default, and if such default shall continue for a period of six months after the sending of such notice, said Board is authorized to reopen the lands covered by said cancelled agreement for entry and to resell water rights to said lands to some other purchaser. Nothing in this section, however, shall be construed so as to prevent the Board from extending the time to make any payment due under any agreement with a purchaser, when in its judgment such purchaser is entitled to such extension of time.

12. The Purchaser hereby covenants and agrees that upon default in the payment of any annual charge, toll or assessment, for the operation and maintenance of the irrigation system herein provided for, the Board may declare the entire amount of principal purchase price for said water rights due and may proceed either in law or equity to collect the same, and to enforce any lien which it may have upon the water rights hereby contracted, or upon the land to which said water rights are dedicated and may at its option proceed to enforce any remedy given by the laws of the State of Oregon.

13. It is hereby declared and mutually agreed that the price herein agreed upon as the purchase price for water rights and proportionate interest in the reclamation system constitutes a valid and first lien in favor of the State of Oregon which lien shall exist against the tract of land hereby above described for the amount of the purchase price until the same shall have been fully paid.

14. It is hereby mutually agreed that for any lands described herein for which the title is already vested in the Purchaser by deed from the state or otherwise, the purchaser does by this instrument mortgage such private lands to the State as security for the payments due under this agreement, which said mortgage shall be in full force and effect from and after the date hereof and shall be superior to any other mortgage which may hereafter be placed upon said lands. The purchaser hereby further agrees to furnish an abstract of title to such privately owned land within 30 days after the issuance of written notice by the Board or its representative. The Purchaser hereby declares and guarantees that the lands first above described are free from mortgage, lien, or other incumbrance, except as below stated:

15. Upon the completion of the payment of the full purchase price and interest thereon in accordance with the terms of this contract and the list fixing the price to be paid for water rights and interest in the reclamation system as above mentioned, the board will issue to the purchaser, his heirs, administrators, executors, or lawful assigns a release of the lien which is heretofore declared to exist against the land first described above, or a quit claim deed to said land.

16. When release of lien or deed for the above described lands shall have issued, and in addition when the water rights for a majority of the lands in the project shall have been fully paid for, the board will deliver to the purchaser an interest in the reclamation system proportionate to the proportionate amount of irrigable acreage in his said lands as above described in paragraph one (1); the board retaining an interest in the reclamation system proportionate to the lands on which there shall remain an unpaid balance on contract for the purchase of water rights and interest in the system as aforesaid; the control of the reclamation system becoming by such act vested in the fully paid up purchasers of water rights under the project.

17. The amount of water to be furnished under this agreement shall be that quantity which is sufficient to cover each acre of irrigable land to a depth of one and eight tenths feet measured at or within one-half mile of the land to be irrigated and this quantity to be delivered during the period between April 15th and October 15th of each year. During other seasons sufficient water for or-

inary domestic consumption shall be furnished in accordance with the rules and regulations established for the irrigation system.

18. The purchaser further agrees to grant and convey, and hereby does grant, and convey, to the state and to the United States the necessary rights of way for the construction and maintenance of all canals, flumes, laterals and ditches, which it may construct in the maintenance and operation of its irrigation system, together with the right to erect, maintain and operate, telegraph, telephone and other wires or cables for the purpose of conveying electric current over and across the lands described herein in connection with said irrigation system.

19. The purchaser for his own benefit and that of the public generally will grant and convey, and does hereby grant and convey a right of way for the purpose of laying out, establishing and maintaining public roads over and upon any portion of the land described herein, the location of which roads may be designated and opened by the board or the proper officials of the county, provided they are so established and opened within ten years from the date hereof, and in the aggregate not

more than two acres shall be taken from any forty-acre tract for such purposes, and when possible in the judgment of the board, such road shall be on section and half section lines, and half of the land shall be taken from each side of said line; provided, further, that said road shall not exceed forty feet in width except on section lines and then shall not exceed sixty feet, and shall be so located as not to interfere with any permanent buildings on the lands of the purchaser without compensation being paid for such structures, as by law provided.

20. It is further agreed that the board or its assigns shall have the right to shut off the water from its canals, laterals and ditches for the purpose of repairing the same and shall have such reasonable time as may be necessary in which to make such repairs; and for such interruption of the water supply of water, the board shall not be liable to the purchaser.

21. The purchaser hereby agrees not to disturb, pollute, or cause to become impure, the water in any of the flumes, canals or laterals, nor allow any act to be done by which the same may become so.

22. It is hereby mutually understood and agreed that all waste wat-

ers, flowing in ditches, streams or otherwise, is the property of the state and may be recovered for use only by the state and it is further mutually understood and agreed that the purchaser shall provide proper drainage for the waste waters from his lands or in any manner crossing the same.

23. This agreement is made pursuant to and subject to the general laws of the state of Oregon and of the United States applicable thereto, and is to be construed in conjunction with such laws.

24. The Desert Land Board of the state of Oregon shall make all necessary rules and regulations for the proper carrying out of the reclamation of the lands included under the Tumalo Project, including the lands herein described.

25. All questions arising under this agreement shall be decided by the Project Engineer or Manager, subject, however, to review by the Board upon written appeal by the purchaser, or on its own initiative.

26. All notices given to the party of the second part by the state may be sent to the second party by mail, addressed to his address as hereinbefore given.

27. This agreement may be assigned, subject to the approval of the

Board, to any person possessing all the qualifications of an original entrant.

Executed in triplicate this day of 191... (Seal)

ATTEST:

..... Secretary
DESERT LAND BOARD OF
OREGON,

By

Chairman, party of the first part.

Executed in triplicate this ... day of 191...

Witnesses:

..... (Seal)

Party of the second part,

STATE OF OREGON

COUNTY OF CROOK

ss.

On this day of in the year 191..., before me, a Notary Public in and for said State and County, personally appeared, by me personally known and known to me to be the person whose name is subscribed to the above instrument, as the party of the second part, who acknowledged to me that he executed the same as his own free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this my certificate first above written.

Notary Public in and for the State of Oregon.

WAIVER OF MORTGAGEE'S RIGHTS

I hereby waive prior right to lien upon the lands described in the above and foregoing agreement between the Desert Land Board of Oregon and

..... In favor of said state, and hereby expressly agree and declare that the lien, mortgage, or other incumbrance held by me on said lands is by this act made subsequent to and inferior to the mortgage to be placed upon said lands by the State by virtue of and for the purposes described in said agreement.

Mortgagee.

WITNESSES:

.....

State of Oregon, County of Crook, ss.

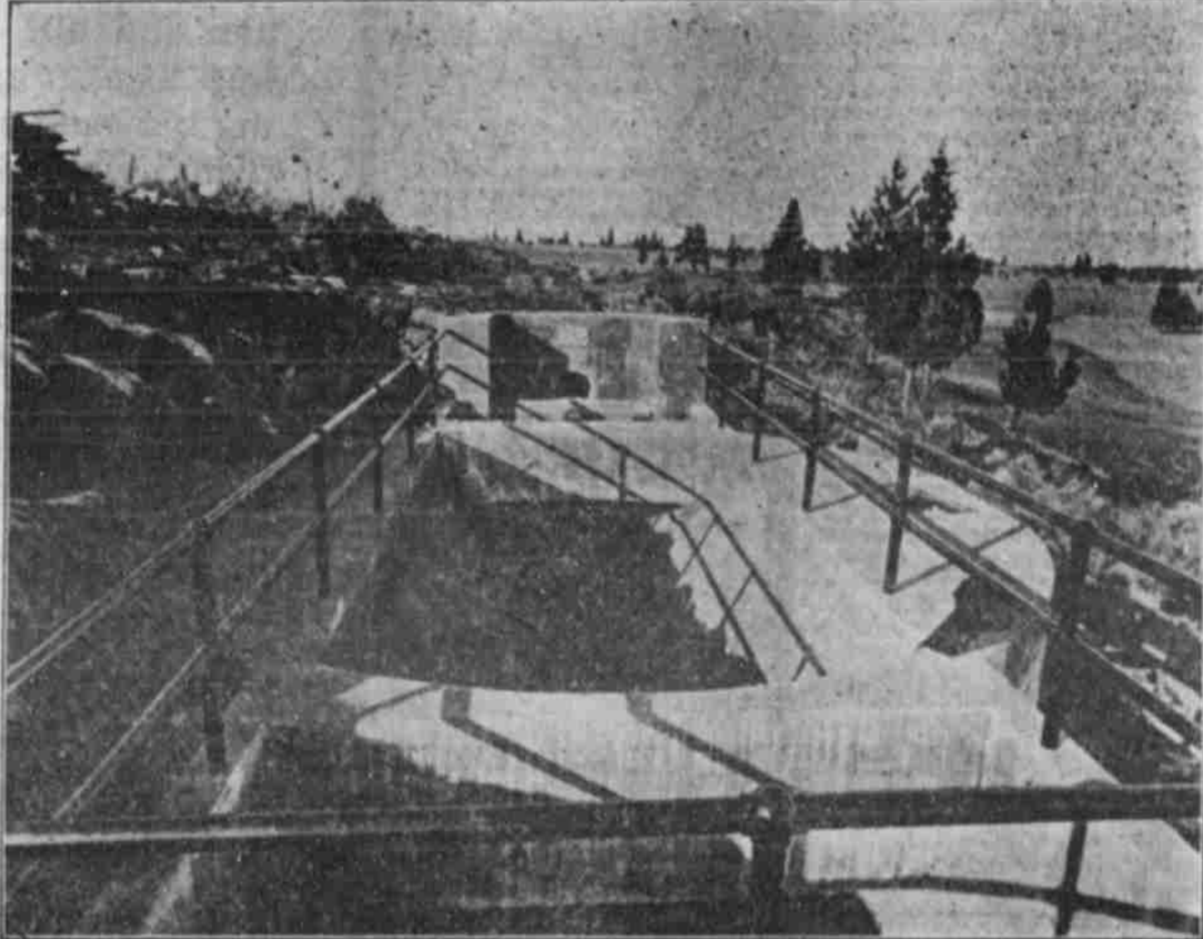
On this day of in the year 191..., before me,

..... a Notary Public in and for said State and County, personally appeared,

..... by me personally known, and known to me to be the person whose name is subscribed to the above waiver, who acknowledged to me that he executed the same as his own free act and deed, for the purpose therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this my certificate first above written.

Notary Public in and for the State of Oregon.



DISPOSAL PLANT OF BEND'S SANITARY SEWER SYSTEM

ELECTRIC SIGNS

You are a stranger in a city.
You want a cigar, or a hat, or a pair of shoes, a magazine or cats.
You look for a sign on a store that carries the thing you want.
The sign that catches your eye is an electric sign.
Strangers come to Bend every day.
They want to buy things.
They will buy in your store if you can attract them to it.
Once attracted you have the opportunity to make a permanent customer.

Our Electric Signs Attract.

We have a new proposition in electric signs to put before you.
See us about it.

Bend Water Light & Power Co.

Building Material
LUMBER, SHINGLES



The Miller Lumber Company
Bend, Oregon.

FRUIT TREES

Our nursery is located on Powell Butte, fourteen miles east of Bend. Our trees are the kind we recommend after over thirty years experience in the fruit business in this neighborhood. Our prices and treatment will please you. Catalog free on request. Come and see our orchards and nursery. Office address, Prineville, Ore.
LAFOLLETTE NURSERY CO.

We Deliver the Goods

BUS AND DRAY LINE

LIGHT AND HEAVY LIVERY.

Hay, Barley, Oats, Wheat and Bran at lowest prices.
The Largest Barn in Central Oregon.

WENANDY LIVERY CO.

Bend, Oregon.

J. H. WENANDY

LON L. FOX



OREGON TRUNK RY.
CENTRAL OREGON LINE

Holiday Home-Going Rates

for

Christmas and New Years

FROM OREGON TRUNK POINTS to Points in Washington, British Columbia, Idaho and Oregon.

Reduced Tickets Sold

December 18 to 24. Final limit January 5, 1914.

FROM BEND TO

Spokane	\$16.70	Portland	9.90
Tacoma	15.20	Vancouver, Wn. ...	9.90
Coeur d'Alene, Ida. ...	17.75	Vancouver, B. C. ...	22.90
Salem	11.90	Seattle	16.90
Eugene	14.70	North Yakima	14.35

Further details on request.
The "Owl," daily, between Central Oregon and Portland, saves a day each way. Leave Bend 8:30 p. m., arrive Portland 8:10 a. m.

J. H. CORBETT, Agent, Bend, Ore.

R. H. CROZIER, A. G. P. A., Portland.