

CERTIFICATE

State of Oregon

OFFICE OF THE SECRETARY OF STATE



I certify that I have compared the attached copies listed below with the originals in the State Archives and that attached is a true and correct copy of a record in the official custody of the State Archivist of the State of Oregon.

FROM THE RECORDS OF: THE WATER RESOURCES DEPARTMENT.

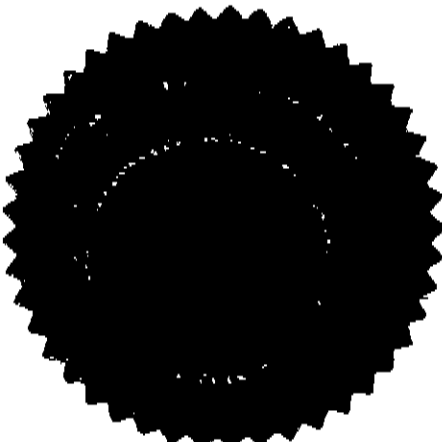
1. One copy of Desert Land Board reclamation records, Squaw Creek Irrigation Company, numbers 7 through 14. 60 pages in length.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the Secretary of State of the State of Oregon.

Done at Salem, Oregon, this  
22nd day of May, A.D. 2006.

A handwritten signature in black ink, appearing to read "Joel S.", written over a horizontal line.

Assistant to the Secretary of State



NO. 7

Land list of segregation.

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Drawer No. 4

**CAREY ACT RECORDS**

STATE LAND BOARD

SALEM, OREGON

X / /  
State of Oregon,  
United States Land Office,  
The Dalles, Oregon, Aug. 19, 1904.

Joseph W. Howard, the duly authorized agent of the State of Oregon,  
under and by virtue of an act of Congress approved August the 18, 1894,  
(28 Stat. 372-422) the act of June 11, 1896 (29 Stat. 434) and act of March  
3, 1901, (31 Stat. 1133-1138) and in pursuance of the rules and regula-  
tions prescribed by the Secretary of the Interior, hereby makes and files  
the following list of desert public lands which the state is authorized  
to select under the provisions of the said acts of Congress.

I.

PARTS OF SECTIONS	Sec.	T.	R.	AREA	REMARKS
W $\frac{1}{2}$ of NE $\frac{1}{4}$	29	13	12	80 00	
W $\frac{1}{2}$ of NW $\frac{1}{4}$	"	"	"	80 00	
SE $\frac{1}{4}$	"	"	"	160 00	
W $\frac{1}{2}$ of SW $\frac{1}{4}$	"	"	"	80 00	
NE $\frac{1}{4}$ of NE $\frac{1}{4}$	32	13	12	40 00	
W $\frac{1}{2}$ of NE $\frac{1}{4}$	"	"	"	80 00	
NW $\frac{1}{4}$	"	"	"	160 00	
SW $\frac{1}{4}$	"	"	"	160 00	
E $\frac{1}{2}$ of NE $\frac{1}{4}$	31	13	12	80 00	
SE $\frac{1}{4}$	"	"	"	160 00	
SE $\frac{1}{4}$ of NE $\frac{1}{4}$	24	14	11	40 00	
N $\frac{1}{2}$ of SE $\frac{1}{4}$	"	"	"	80 00	
SE $\frac{1}{4}$ of NW $\frac{1}{4}$	"	"	"	40 00	
NE $\frac{1}{4}$ of NW $\frac{1}{4}$	25	14	11	40 00	
SE $\frac{1}{4}$	"	"	"	160 00	
S $\frac{1}{2}$ of SW $\frac{1}{4}$	"	"	"	80 00	
SE $\frac{1}{4}$ of SE $\frac{1}{4}$	26	14	11	40 00	
NE $\frac{1}{4}$	35	14	11	160 00	
N $\frac{1}{2}$ of SE $\frac{1}{4}$	"	"	"	80 00	
SW $\frac{1}{4}$ of SE $\frac{1}{4}$	"	"	"	40 00	
SE $\frac{1}{4}$ of NW $\frac{1}{4}$	"	"	"	40 00	
SW $\frac{1}{4}$	"	"	"	160 00	
SE $\frac{1}{4}$ of SE $\frac{1}{4}$	34	14	11	40 00	
SW $\frac{1}{4}$ of NW $\frac{1}{4}$	13	14	11	40 00	
NE $\frac{1}{4}$ of SE $\frac{1}{4}$	14	14	11	40 00	
SE $\frac{1}{4}$ of SE $\frac{1}{4}$	22	14	11	40 00	
SW $\frac{1}{4}$ of SW $\frac{1}{4}$	23	14	11	40 00	
NW $\frac{1}{4}$ of NW $\frac{1}{4}$	24	14	11	40 00	
E $\frac{1}{2}$ of NE $\frac{1}{4}$	27	14	11	80 00	
SW $\frac{1}{4}$ of NE $\frac{1}{4}$	"	"	"	40 00	
SE $\frac{1}{4}$ of NW $\frac{1}{4}$	"	"	"	40 00	
NR $\frac{1}{4}$ of SW $\frac{1}{4}$	"	"	"	40 00	
S $\frac{1}{2}$ of SW $\frac{1}{4}$	"	"	"	80 00	
N $\frac{1}{2}$ of S $\frac{1}{2}$	29	14	11	160 00	
S $\frac{1}{2}$ of SW $\frac{1}{4}$	"	"	"	80 00	
W $\frac{1}{2}$ of SE $\frac{1}{4}$	30	14	11	80 00	
NE $\frac{1}{4}$ of SW $\frac{1}{4}$	"	"	"	40 00	
SE $\frac{1}{4}$ of NW $\frac{1}{4}$	31	14	11	40 00	
N $\frac{1}{2}$ of SE $\frac{1}{4}$	32	14	11	80 00	
SW $\frac{1}{4}$ of SE $\frac{1}{4}$	"	"	"	40 00	
S $\frac{1}{2}$ of NE $\frac{1}{4}$	33	14	11	80 00	
N $\frac{1}{2}$ of SE $\frac{1}{4}$	"	"	"	80 00	
SE $\frac{1}{4}$ of SE $\frac{1}{4}$	"	"	"	40 00	
W $\frac{1}{2}$ of NW $\frac{1}{4}$	34	14	11	80 00	
SE $\frac{1}{4}$ of NE $\frac{1}{4}$	"	"	"	40 00	
SW $\frac{1}{4}$ of NW $\frac{1}{4}$	4	14	12	40 00	
NW $\frac{1}{4}$ of SW $\frac{1}{4}$	"	"	"	40 00	
S $\frac{1}{2}$ of SW $\frac{1}{4}$	"	"	"	80 00	
S $\frac{1}{2}$ of NE $\frac{1}{4}$	5	14	12	80 00	
Lot 2&3	"	"	"	79 55	
S $\frac{1}{2}$ of NW $\frac{1}{4}$	"	"	"	80 00	
SW $\frac{1}{4}$	"	"	"	160 00	
SE $\frac{1}{4}$	"	"	"	160 00	
Lot 1&2	6	14	12	79 52	
S $\frac{1}{2}$ of NE $\frac{1}{4}$	"	"	"	80 00	
N $\frac{1}{2}$ of SE $\frac{1}{4}$	"	"	"	80 00	
Lot 5	"	"	"	40 05	
Lot 6	"	"	"	40 07	
<b>Carried forward</b>				<b>4439 19</b>	

2.

OF SECTIONS	Sec.	T.	R.	ARMA	REMARKS
(Brot forward)				4439 19	
NW	14	15	10	160 00	
SW	"	"	"	160 00	
SE of NE	22	15	10	80 00	
SE of NW	"	"	"	80 00	
SW of NE	"	"	"	160 00	
SE of NW	24	15	10	40 00	
SE of NW	"	"	"	40 00	
SE	"	"	"	160 00	
W of SW	"	"	"	80 00	
W of NW	26	15	10	80 00	
W of SW	"	"	"	80 00	
Lot 2	2	15	11	41 82	
SW of NE	"	"	"	40 00	
NW of SE	"	"	"	40 00	
Lot 3&4	"	"	"	83 26	
SE of NW	"	"	"	80 00	
W of SW	"	"	"	80 00	
SW of SW	"	"	"	40 00	
SE of SW	3	15	11	160 00	
SE of SE	"	"	"	40 00	
W of SE	9	15	11	80 00	
SW of SE	"	"	"	40 00	
NW of NE	10	15	11	40 00	
NE of NW	"	"	"	40 00	
SW of NW	"	"	"	40 00	
NW of SW	"	"	"	40 00	
W of NW	20	15	11	80 00	
SE	"	"	"	80 00	
SW of SE	"	"	"	40 00	
SE of SW	"	"	"	40 00	
NE	21	15	11	160 00	
NW	"	"	"	160 00	
SE	"	"	"	160 00	
SW of SW	"	"	"	40 00	
W of NW	22	15	11	80 00	
W of SW	"	"	"	80 00	
W of NW	27	15	11	80 00	
SW	"	"	"	160 00	
NE	28	15	11	160 00	
NW	"	"	"	160 00	
SE	"	"	"	160 00	
NE	29	15	11	160 00	
NW	"	"	"	160 00	
NE of SE	"	"	"	40 00	
SW of SE	33	15	11	40 00	
Carried forward				8484 37	

2.

PARTS OF SECTIONS	Sec.	T.	R.	AREA	REMARKS
(Bret forward)				8484	47
NE $\frac{1}{4}$	7	14	12	160	00
N $\frac{1}{2}$ of SE $\frac{1}{4}$	"	"	"	80	00
SW $\frac{1}{4}$ of SE $\frac{1}{4}$	"	"	"	40	00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$	"	"	"	40	00
Lot 2	"	"	"	40	52
NE $\frac{1}{4}$ of SW $\frac{1}{4}$	"	"	"	40	00
N $\frac{1}{2}$ of NE $\frac{1}{4}$	8	14	12	80	00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$	"	"	"	40	00
NW $\frac{1}{4}$ of SE $\frac{1}{4}$	"	"	"	40	00
NW $\frac{1}{4}$	"	"	"	160	00
N $\frac{1}{2}$ of SW $\frac{1}{4}$	"	"	"	80	00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$	9	14	12	40	00
S $\frac{1}{2}$ of NW $\frac{1}{4}$	"	"	"	80	00
SE $\frac{1}{4}$ of NE $\frac{1}{4}$	17	14	12	40	00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$	"	"	"	40	00
SE $\frac{1}{4}$	"	"	"	160	00
N $\frac{1}{2}$ of NE $\frac{1}{4}$	20	14	12	80	00
SW $\frac{1}{4}$ of NE $\frac{1}{4}$	"	"	"	40	00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$	"	"	"	40	00
SW $\frac{1}{4}$ of SE $\frac{1}{4}$	"	"	"	40	00
SW $\frac{1}{4}$	"	"	"	160	00
NE $\frac{1}{4}$	21	14	12	160	00
NE $\frac{1}{4}$ of NW $\frac{1}{4}$	"	"	"	40	00
NW $\frac{1}{4}$ of SE $\frac{1}{4}$	"	"	"	40	00
NE $\frac{1}{4}$ of SW $\frac{1}{4}$	"	"	"	40	00
S $\frac{1}{2}$ of SW $\frac{1}{4}$	"	"	"	80	00
NW $\frac{1}{4}$ of NW $\frac{1}{4}$	28	14	12	40	00
N $\frac{1}{2}$	29	14	12	320	00
N $\frac{1}{2}$ of SE $\frac{1}{4}$	"	"	"	80	00
SW $\frac{1}{4}$ of SE $\frac{1}{4}$	"	"	"	40	00
SW $\frac{1}{4}$	"	"	"	160	00
NE $\frac{1}{4}$	30	14	12	160	00
N $\frac{1}{2}$ of NW $\frac{1}{4}$	"	"	"	80	00
Lot 2	"	"	"	40	75
NE $\frac{1}{4}$ of SW $\frac{1}{4}$	"	"	"	40	00
Lot 3	"	"	"	40	65
Lot 4	"	"	"	40	55
NE $\frac{1}{4}$	31	14	12	160	00
SE $\frac{1}{4}$ of NW $\frac{1}{4}$	"	"	"	40	00
NE $\frac{1}{4}$ of SW $\frac{1}{4}$	"	"	"	40	00
NW $\frac{1}{4}$ of SE $\frac{1}{4}$	"	"	"	40	00
N $\frac{1}{2}$ of NW $\frac{1}{4}$	32	14	12	80	00
Total				11,766	84

United States Land Office,  
Dallas, Oregon,

\_\_\_\_\_ 1903.

We hereby certify that we have carefully and critically examined the foregoing list of lands selected November, \_\_\_\_\_, 1903, by W. A. Taidlaw, the duly authorized agent of the State of Oregon, under the provisions of the act of Congress approved August 18, 1894 ( 26 Stat., 372-422), the act of June 11, 1896 ( 29 Stat., 434), and the act of March 3, 1901 (31 Stat., 1133-1139); that we have tested the accuracy of said list by the plats and records of this office, and that we find the same to be correct. And we further certify that the filing of said list is allowed and approved, and that the whole of said lands are surveyed public lands of the ~~United~~ United States, and that the same are not nor is any part thereof returned and denominated as mineral or timber lands; nor is there any homestead or valid claim to any portion of said lands on file or of record in this office; and that the said lands are, to the best of our knowledge and belief, desert lands, as contemplated by the said acts of Congress; and that the fees, amounting to \_\_\_\_\_, have been paid upon the said area of 27004.83 acres.

\_\_\_\_\_  
Register.

\_\_\_\_\_  
Receiver.

State of Oregon

ss.

County of Crook

Joseph W. Howard, being duly sworn, says that he is the Selecting Agent authorized by the State of Oregon to make desert land selections under the act of Congress approved Aug. 18, 1894, (28 Stat. 372-422,) the act of June 11, 1896, (28 Stat. 434, ) and the act of March 3, 1901 (31 Stat. 1135-1188); that the plan of irrigation and survey herewith is submitted under the authority of the State of Oregon; and that the tracts shown hereon to be selected are each and every one desert land, as contemplated by said acts of Congress, none being of the class designated as timber or mineral lands.

*Joseph W. Howard*  
-----  
Selecting Agent for the State  
of Oregon.

Subscribed and sworn to before me this 19th day of Aug., 1904.

*W. R. Elliott*  
-----  
Notary Public for Oregon.



NO. 9

Notice of appropriation of water.

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**Drawer No. 4**

**CAREY ACT RECORDS**

**STATE LAND BOARD**

**SALEM, OREGON**







WILLIAM G. BARNETT, Sheriff, of County of Crook, O. R.,  
 do hereby certify, to have received and the copy of said  
 instrument and the same this 23rd day of May, 1915.  
 Witness my hand and the seal of said County, Oregon,  
 at Prineville, Oregon, this 23rd day of May, 1915.

(Seal)  
 State of Oregon,  
 County of Crook,

I, W. J. Barnett, being duly sworn, depose and say  
 that I am a Justice of the Peace of the County of Crook,  
 of the State of Oregon, and that the up of the same and that I  
 possess the entire and foregoing copies of said right of said title,  
 in a book and abstract copy of the original as given on the 23rd day  
 of November, 1914, to W. J. Barnett, Sheriff of said County, and that the same  
 was given to a John Doe and in the name of interested parties of  
 the County of Crook, Oregon, and in the name of the original mortgage  
 holder, to wit: on a plan that was to make the County of Crook  
 and then the mortgage holder of William G. Barnett, Sheriff, of  
 County of Crook, O. R. and that I have given to the said  
 mortgage holder and I will make and give to the said  
 county as given to I believe in Crook, Oregon, that was to be given  
 and to make certain that I will make and give to the said  
 of said the ground as well as to give to the said  
 of the same and in a mortgage plan. The same being in  
 the name of the mortgage holder of said of the County of Crook,  
 Oregon, as given to me, this 23rd day of May, 1915.

W. J. Barnett

Subscribed and sworn to before me  
 this 23rd day of May, 1915.

(Seal) W. J. Barnett, Sheriff of Crook County, Oregon.

State of Oregon,  
 County of Crook,

**W. J. BARNETT, Sheriff of Crook County, Oregon.**

In Testimony Whereof, I have hereunto set my  
 hand and official seal, this 23rd day of May, 1915.  
 J. J. Smith  
 County Clerk, Crook County, Oregon.

Grant County Irrigation Company  
to  
Grant County Irrigation Company

Assignment.  
Date March 7, 1934.  
Recorded May 2, 1934.  
Book 2 Mining Records, Page 22

BEFORE ALL MEN OF SOUND MINDS, that the GRANT COUNTY IRRIGATION COMPANY, a corporation, of Prineville, Oregon, by authority of the majority of the stockholders of said corporation and by resolution of the Board of Directors, this March 7, 1934, at a meeting of said stockholders and Board of Directors, called for such purpose, authorized and consented that all the rights of said the Grant County Irrigation Company, including contracts, rights of way, and easements that contain water rights vested March 2, 1934, as in & to which said water right, and dated March 2, 1934, and filed December 2, 1933, in the office of the County Clerk for Grant County, Oregon, and recorded in the Record of Water Rights for said county and state, in Book 1, page 576, be sold, transferred and assigned to the GRANT COUNTY IRRIGATION COMPANY, a corporation of Prineville, Oregon, and authorizing the President and Secretary of the Grant County Irrigation Company to give the necessary receipt of said right and also to execute and file with the County Clerk for Grant County, Oregon, all papers necessary to give effect to said right and to the assignment of said water right and to the said Grant County Irrigation Company has sold, assigned, and does sell, assign, and does and transfer by these presents to the Grant County Irrigation Company, a corporation of Prineville, Oregon, its assigns and assigns, all the right, title and interest in and to the water right above described and recorded in Book One, page 576, Record of Water Rights for Grant County, Oregon, with all rights of way and easements thereto attaching.

WITNESSED my hand and seal this 7th day of March, 1934, at Prineville, Oregon.

By P. B. Davis, President  
Attest: S. J. Clayton, Secretary

W. A. Lamb  
S. A. Cook

State of Oregon,  
County of Grant.

On this 7th day of March, A. D. 1922, before the undersigned a Notary Public in and for said county and State, personally appeared F. E. Davis, known to me to be the President of the Grant County Irrigation Company, and E. T. Clayton, known to me to be the Secretary of the Grant County Irrigation Company, the corporation that created the ditch and conveying water and acknowledged to me that they executed the same on behalf of and for said corporation and that said corporation executed the same for the use and purpose therein used and set forth.

Witness my hand and seal on the day and year last above written.

(Notary Seal)

W. A. Hill, Notary Public for Oregon.

State of Oregon,  
County of Grant.

*[REDACTED]*

*J. J. Smith*  
County Clerk, Grant County, Oregon

NO. 10

Statement as to water supply by \_\_\_\_\_

R.E. Heikson.

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Drawer No. 4

**CAREY ACT RECORDS**

**STATE LAND BOARD**

**SALEM, OREGON**



WATER STATEMENT.

Statement of amount of water flowing in Squaw Creek, at the proposed point of diversion of the Squaw Creek Irrigation Company's Canal.

Measurements of the stream were made on the 10th day of April 1905, at a point in the N. E. 1/4 of the S. E. 1/4 of Section 29, T. 15 S. R. 10 E. W. M., about 100 feet above the headgate of the canal; there being no visible influx between place of measurement and Headgate.

At the time of measurement the stream was at its lowest stage, and was 31 feet wide, with an average depth of  $1 \frac{1}{10}$  feet, and a mean velocity of  $3 \frac{6}{10}$  feet per second.

A cross section of the stream was made along which soundings were taken every 5 feet and the flow computed. (By Kutter's Formula)

The estimated results, expressed in cubic feet per second of time, are as follows:---

Maximum flow 1000 Sec. ft. Minimum flow  $122 \frac{76}{100}$  sec. feet.

Estimated average monthly flow:---

January	123	Sec. feet	July	900	Sec. ft.
February	123	" "	August	1000	
March	123	" "	September	800	
April	125	" "	October	500	
May	300	" "	November	200	
June	700	" "	December	125	

Estimated average yearly flow  $418 \frac{1}{4}$  Sec. ft.

This stream has its head in the Cascade mountains at the foot of the Three Sisters. It is dependent nearly altogether on the melting snow, for its volume of water, and is therefore at its lowest stage in the early spring, before the snow in the mountains begins to melt and run off. There is a rapid rise in this stream during the months of May, June and July, and it reaches its highest stage about the month of August, at which time it carries about 1000 Sec. ft.

~~Ed. E. Hickson~~

*Ed. E. Hickson*  
Supervising Engineer.

NO. 11

Land list selected by Z.M. Brown.

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Drawer No. 4

**CAREY ACT RECORDS**

**STATE LAND BOARD**

**SALEM, OREGON**

List No. 23.

State of Oregon.

United States Land Office, The Dalles, Oregon.

-----1905.

I, E. M. Brown, the duly authorized agent of the State of Oregon, under and by virtue of an Act of Congress approved August 15, 1894 (28 Stat. 372-422), the act of June 11, 1896 (29 Stat. 434), and the act of March 3, 1901 (31 Stat. 1155-1166), and in pursuance of the rules and regulations prescribed by the Secretary of the Interior, hereby makes and files the following list of desert public lands which the State is authorized to select under the provisions of the said act of Congress.

Parts of Section	West.	Tp.	S. R. E	Area.	Remarks.
SW 1/4	29	13	12	80.00	
SW 1/4	"	"	"	160.00	
SW 1/4	"	"	"	80.00	
SW 1/4	"	"	"	80.00	
SW 1/4	31	"	"	80.00	
SW 1/4	"	"	"	40.00	
SW 1/4	32	"	"	80.00	
SW 1/4	"	"	"	40.00	
SW 1/4	"	"	"	80.00	
SW 1/4	"	"	"	40.00	
SW 1/4	"	"	"	80.00	
SW 1/4	"	"	"	40.00	
SW 1/4 of SW 1/4	13	14	11	40.00	
SW 1/4	22	"	"	40.00	
SW 1/4	23	"	"	40.00	
SW 1/4	24	"	"	40.00	
SW 1/4	25	"	"	160.00	
SW 1/4 of SW 1/4	"	"	"	80.00	
SW 1/4	26	"	"	40.00	
SW 1/4	27	"	"	160.00	
Carried forward				<u>1480.00</u>	

PARTS OF SECTIONS

Sec. Tp. S. R. E. AREA REMARKS

(brought forward)

1480.00

SW $\frac{1}{4}$ NW $\frac{1}{4}$	27	14	11	40.00	
SW $\frac{1}{4}$	"	"	"	160.00	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	29	"	"	80.00	
SW $\frac{1}{4}$	"	"	"	160.00	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	30	"	"	80.00	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	32	"	"	80.00	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	33	"	"	80.00	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	80.00	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	34	"	"	80.00	
NE $\frac{1}{4}$	35	"	"	160.00	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ or SW $\frac{1}{4}$	"	"	"	40.00	
SW $\frac{1}{4}$	"	"	"	160.00	
NE $\frac{1}{4}$ NW $\frac{1}{4}$	21	14	12	40.00	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ or SW $\frac{1}{4}$	"	"	"	40.00	
NE $\frac{1}{4}$ NW $\frac{1}{4}$	28	"	"	40.00	
NE $\frac{1}{4}$ NW $\frac{1}{4}$	29	"	"	80.00	
SW $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
NE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	80.00	
NE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
NE $\frac{1}{4}$	30	"	"	160.00	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	80.00	
Lot 2	"	"	"	40.75	
Lot 3	"	"	"	40.68	
Lot 4	"	"	"	40.55	
NE $\frac{1}{4}$	31	"	"	160.00	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
SW $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	80.00	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	80.00	

Carried forward

481.98

Parts of Sections (Brot forward)	Sec	Tp	S. R. E.	Area	Remarks
				4281.95	
SW 1/4	4	14	12	80.00	
SW 1/4	5	"	"	80.00	
SW 1/4	"	"	"	80.00	
NE 1/4	"	"	"	40.00	
SW 1/4	"	"	"	40.00	
Lot 1	6	"	"	39.72	
Lot 2	"	"	"	39.80	
SW 1/4	"	"	"	80.00	
SW 1/4	"	"	"	160.00	
SW 1/4	8	"	"	160.00	
SW 1/4	"	"	"	80.00	
SW 1/4	"	"	"	40.00	
SW 1/4	"	"	"	40.00	
SW 1/4	"	"	"	40.00	
Lot 2	"	"	"	40.82	
SW 1/4	8	"	"	80.00	
SW 1/4	"	"	"	40.00	
SW 1/4	"	"	"	40.00	
SW 1/4	"	"	"	160.00	
SW 1/4	"	"	"	80.00	
SW 1/4	9	"	"	80.00	
SW 1/4	17	"	"	160.00	
SW 1/4	20	"	"	80.00	
SW 1/4	"	"	"	40.00	
SW 1/4	"	"	"	40.00	
SW 1/4	"	"	"	40.00	
SW 1/4	"	"	"	160.00	
SW 1/4	21	"	"	160.00	
SW 1/4	14	15	10	160.00	
SW 1/4	22	"	"	160.00	
SW 1/4 of SW 1/4	24	"	"	40.00	
SW 1/4 of SW 1/4	"	"	"	40.00	
SW 1/4 of SW 1/4	"	"	"	80.00	
SW 1/4 of SW 1/4	26	"	"	40.00	
SW 1/4 of SW 1/4	"	"	"	40.00	
Carried forward				<u>7 041.99</u>	

## PARTS OF SECTIONS

Sec Tp R. N. E. AREA REMARKS

(Brot forward)

7041.99

Lot 1	1	15	11	40.00	
Lot 2	"	"	"	40.00	
SE $\frac{1}{4}$ of NW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ " NW $\frac{1}{4}$	"	"	"	40.00	
NE $\frac{1}{4}$ " SW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ of SW $\frac{1}{4}$	"	"	"	40.00	
Lot 2	2	"	"	40.30	
Lot 3	"	"	"	40.53	
Lot 4	"	"	"	40.74	
SW $\frac{1}{4}$ of NW $\frac{1}{4}$	"	"	"	40.00	
SE $\frac{1}{4}$ of NW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$	"	"	"	160.00	
SW $\frac{1}{4}$	"	"	"	160.00	
SW $\frac{1}{4}$	3	"	"	160.00	
NW $\frac{1}{4}$	10	"	"	160.00	
SW $\frac{1}{4}$ of NW $\frac{1}{4}$	"	"	"	40.00	
NE $\frac{1}{4}$ " SW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ " SW $\frac{1}{4}$	"	"	"	40.00	
SE $\frac{1}{4}$ " SW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ of SW $\frac{1}{4}$	"	"	"	40.00	
SE $\frac{1}{4}$ of NW $\frac{1}{4}$	11	"	"	80.00	
NW $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
SE $\frac{1}{4}$ of NW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ " NW $\frac{1}{4}$	"	"	"	40.00	
NW $\frac{1}{4}$ NW $\frac{1}{4}$	12	"	"	40.00	
NW $\frac{1}{4}$ NW $\frac{1}{4}$	15	"	"	40.00	
NW $\frac{1}{4}$	"	"	"	160.00	
SW $\frac{1}{4}$	"	"	"	160.00	
SE $\frac{1}{4}$ of NW $\frac{1}{4}$	20	"	"	80.00	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	80.00	
Lot 3	6	15	12	39.68	
Lot 4	"	"	"	37.90	
Lot 5	"	"	"	38.46	
Lot 6	"	"	"	38.92	
SW $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	

Carried forward

9518.92

PARTS OF SECTIONS	Sec.	Tp	R. E. E.	AREA	REMARKS
(Brot forward)				9514.32	
SW 1/4	20	15	11	40.00	
SW 1/4	"	"	"	40.00	
NE 1/4	22	"	"	80.00	
SW 1/4	"	"	"	40.00	
SW 1/4	"	"	"	160.00	
SW 1/4	"	"	"	160.00	
SW 1/4	27	"	"	160.00	
SW 1/4	"	"	"	160.00	
NE 1/4	28	"	"	160.00	
SW 1/4	"	"	"	160.00	
SW 1/4	"	"	"	160.00	
SW 1/4	29	"	"	160.00	
SW 1/4	"	"	"	160.00	
SW 1/4 of SW 1/4	"	"	"	40.00	
Total---				<u>11198.32</u>	

State of Oregon,  
 County of Creek,

I, E. M. Brown, being duly sworn, depose and say that I am the selecting agent authorized by the State of Oregon to make desert-land selections under the act of Congress approved August 18, 1894 (28 Stat. 572-422), the act of June 11, 1896 (29 Stat. 434), and the act of March 3, 1901 (31 Stat. 1133-1185); that the foregoing list of lands which I hereby select is a correct list of lands selected under said acts; that the lands are vacant, unappropriated, are not interdicted timber or mineral lands, and are desert lands as contemplated by the said acts of Congress.

Subscribed and sworn to before me this 1st day of May 1905.

E. M. Brown  
Notary Public.

United States Land Office,

The Dalles, Oregon,

\_\_\_\_\_1905.

We hereby certify that we have carefully and critically examined the foregoing list of lands selected \_\_\_\_\_1905, by E. M. Brown, the duly authorized agent of the State of Oregon, under the provisions of the act of Congress approved August 18, 1894 (28 Stat. 572-422), the act of June 11, 1896 (29 Stat. 434), and the act of March 3, 1901 (31 Stat. 1155-1188); that we have tested the accuracy of said list by the plats and records of this office, and that we find the same to be correct, and we further certify that the filing of said list is allowed and approved, and that the whole of said lands are surveyed public lands of the United States, and that the same are not nor is any part thereof returned and designated as mineral or timber lands; nor is there any homesteads or other valid claims to any portion of said lands on file or of record in this office; and that the said lands are, to the best of our knowledge and belief, desert lands, as contemplated by the said acts of Congress; and that the fees, amounting to \$\_\_\_\_\_, have been paid upon the said area of \_\_\_\_\_ acres.

\_\_\_\_\_, Register.

\_\_\_\_\_, Receiver.



NO. 12

Agreement between U.S. and State.

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Drawer No. 1

**CAREY ACT RECORDS**

**STATE LAND BOARD**

**SALEM, OREGON**

# ARTICLES OF AGREEMENT

BETWEEN

....., *Secretary of the Interior,*

For and on behalf of the United States of America,

AND

*The State Land Board*

For and on behalf of the State of *Oregon*

These articles of agreement, made and entered into this .....\* of .....\* A. D. 190...\*

by and between .....\* Secretary of the Interior, for and on behalf of

the United States of America, party of the first part, and *Geo. E. Chamberlain, Governor, F. I. Dunbar, Secretary of State and Chas. S. Moore, State Treasurer,* constituting *State Land Board*....., for and on behalf of the State of *Oregon*....., party of the

second part,

~~Witnesseth~~, That in consideration of the stipulations and agreements hereinafter made, and of the fact that said State has, under the provisions of section 4 of the act of Congress approved August 18, 1894, of the act of Congress approved June 11, 1896, and of the act of Congress approved March 3, 1901, through *J. W. Howard*....., its proper officer, thereunto duly authorized, presented its proper application for certain lands situated within said State and alleged to be desert in character, and particularly described as follows, to wit:

List No. *23*

[Here add list of lands and total area.]

\* These blanks should be left vacant by the State Agent.

Parts of Sections	Sec.	Tp.	S. R. E.	AREA	REMARKS
W $\frac{1}{2}$ NE $\frac{1}{4}$	29	13	12	80.00	
SE $\frac{1}{4}$	"	"	"	160.00	
E $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	80.00	
E $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
E $\frac{1}{2}$ SE $\frac{1}{4}$	31	"	"	80.00	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
N $\frac{1}{2}$ NE $\frac{1}{4}$	32	"	"	80.00	
SW $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	40.00	
E $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
N $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
SW $\frac{1}{4}$ of NW $\frac{1}{4}$	13	14	11	40.00	
SE $\frac{1}{4}$ SE $\frac{1}{4}$	22	"	"	40.00	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	23	"	"	40.00	
NW $\frac{1}{4}$ NW $\frac{1}{4}$	24	"	"	40.00	
SE $\frac{1}{4}$	25	"	"	160.00	
S $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
SE $\frac{1}{4}$ SE $\frac{1}{4}$	26	"	"	40.00	
NE $\frac{1}{4}$	27	"	"	160.00	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
SW $\frac{1}{4}$	"	"	"	160.00	
N $\frac{1}{2}$ SE $\frac{1}{4}$	29	"	"	80.00	
SW $\frac{1}{4}$	"	"	"	160.00	
N $\frac{1}{2}$ SE $\frac{1}{4}$	30	"	"	80.00	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
N $\frac{1}{2}$ SE $\frac{1}{4}$	32	"	"	80.00	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
S $\frac{1}{2}$ NE $\frac{1}{4}$	33	"	"	80.00	
N $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	80.00	
W $\frac{1}{2}$ NW $\frac{1}{4}$	34	"	"	80.00	
NE $\frac{1}{4}$	35	"	"	160.00	
N $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
SW $\frac{1}{4}$	"	"	"	160.00	
Carried forward				<u>2848.00</u>	

Parts of Sections	Sec.	Tp.	S. R. E.	Area	Remarks
(Brot forward)				2840.00	
NE $\frac{1}{4}$ NW $\frac{1}{4}$	21	14	12	40.00	
NW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
E $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
NW $\frac{1}{4}$ NW $\frac{1}{4}$	28	"	"	40.00	
E $\frac{1}{2}$ NE $\frac{1}{4}$	29	"	"	80.00	
SW $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	40.00	
W $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	80.00	
N $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
E $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
NE $\frac{1}{4}$	30	"	"	160.00	
E $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	80.00	
Lot 2	"	"	"	40.75	
Lot 3	"	"	"	40.65	
Lot 4	"	"	"	40.55	
NE $\frac{1}{4}$	31	"	"	160.00	
NW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
E $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
N $\frac{1}{2}$ NW $\frac{1}{4}$	32	"	"	80.00	
SW $\frac{1}{4}$	14	15	10	160.00	
SE $\frac{1}{4}$	22	"	"	160.00	
SW $\frac{1}{4}$ NE $\frac{1}{4}$	24	"	"	40.00	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
E $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
NW $\frac{1}{4}$ NW $\frac{1}{4}$	26	"	"	40.00	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
Carried forward.				<u>4841.95</u>	

Parts of Sections (Brot forward)	Sec	Tp.	S. R. E.	Area	Remarks
				4841.95	
S $\frac{1}{2}$ SW $\frac{1}{4}$	4	14	12	80.00	
S $\frac{1}{2}$ SE $\frac{1}{4}$	5	"	"	80.00	
S $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
NW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
SW $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
Lot 1	6	"	"	39.72	
Lot 2	"	"	"	39.80	
S $\frac{1}{2}$ NE $\frac{1}{4}$	"	"	"	80.00	
SE $\frac{1}{4}$	"	"	"	160.00	
NE $\frac{1}{4}$	7	"	"	160.00	
N $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
Lot 2	"	"	"	40.52	
N $\frac{1}{2}$ NE $\frac{1}{4}$	8	"	"	80.00	
SW $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	40.00	
NW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
NW $\frac{1}{4}$	"	"	"	160.00	
N $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
S $\frac{1}{2}$ NW $\frac{1}{4}$	9	"	"	80.00	
SE $\frac{1}{4}$	17	"	"	160.00	
N $\frac{1}{2}$ NE $\frac{1}{4}$	20	"	"	80.00	
SW $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	40.00	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
SW $\frac{1}{4}$	"	"	"	160.00	
NE $\frac{1}{4}$	21	"	"	160.00	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	20	15	11	40.00	
SE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
NW $\frac{1}{4}$	22	"	"	160.00	
SW $\frac{1}{4}$	"	"	"	160.00	
NW $\frac{1}{4}$	"	"	"	160.00	
SW $\frac{1}{4}$	"	"	"	160.00	
NE $\frac{1}{4}$	28	"	"	160.00	
SE $\frac{1}{4}$	"	"	"	160.00	
NW $\frac{1}{4}$	"	"	"	160.00	
NE $\frac{1}{4}$	29	"	"	160.00	
NW $\frac{1}{4}$	"	"	"	160.00	
NE $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
Carried forward				<u>3601.99</u>	

Parts of Sections (Brot forward)	Sec.	Tp.	S. R. E.	Area	Remarks
				8601.99	
Lot 1	1	15	11	40.00	
Lot 2	"	"	"	40.00	
S $\frac{1}{2}$ NE $\frac{1}{4}$	"	"	"	80.00	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
N $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
Lot 2	2	"	"	40.30	
Lot 3	"	"	"	40.53	
Lot 4	"	"	"	40.74	
SW $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	40.00	
S $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	80.00	
SE $\frac{1}{4}$	"	"	"	160.00	
SW $\frac{1}{4}$	"	"	"	160.00	
SE $\frac{1}{4}$	3	"	"	160.00	
NE $\frac{1}{4}$	10	"	"	160.00	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
N $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
E $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
E $\frac{1}{2}$ NE $\frac{1}{4}$	11	"	"	80.00	
NW $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	40.00	
N $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
NW $\frac{1}{4}$ NW $\frac{1}{4}$	12	"	"	40.00	
NW $\frac{1}{4}$ NE $\frac{1}{4}$	15	"	"	40.00	
NW $\frac{1}{4}$	"	"	"	160.00	
SW $\frac{1}{4}$	"	"	"	160.00	
E $\frac{1}{2}$ NW $\frac{1}{4}$	20	"	"	80.00	
E $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	80.00	
Lot 3	6	15	12	39.68	
Lot 4	"	"	"	37.90	
Lot 5	"	"	"	38.46	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
Total				<u>11039.60</u>	

and has filed a map of said lands, and exhibited a plan showing the mode by which it is proposed that said lands shall be irrigated and reclaimed, and the source of the water to be used for that purpose, the said party of the first part contracts and agrees, and, by and with the consent and approval of.....\* President thereof, hereby binds the United States of America to donate, grant and patent to said State, or to its assigns, free from cost for survey or price, any particular tract or tracts of said lands, whenever an ample supply of water is actually furnished in a substantial ditch or canal, or by artesian wells or reservoirs, to reclaim the same, in accordance with the provisions of said acts of Congress, and with the regulations issued thereunder, and with the terms of this contract, at any time within ten years from the date of the approval of the said map of the lands.

It is further understood that said State shall not lease any of said lands or use or dispose of the same in any way whatever, except to secure their reclamation, cultivation, and settlement; and that in selling and disposing of them for that purpose the said State may sell or dispose of not more than 160 acres to any one person, and then only to bona fide settlers who are citizens of the United States, or who have declared their intention to become such citizens; and it is distinctly understood and fully agreed that all persons acquiring title to said lands from said State prior to the issuance of patent, as hereinafter mentioned, will take the same subject to all the requirements of said acts of Congress and to the terms of this contract, and shall show full compliance therewith before they shall have any claim against the United States for a patent to said lands.

It is further understood and agreed that said State shall have full power, right, and authority to enact such laws, and from time to time make and enter into such contracts and agreements, and to create and assume such obligations in relation to and concerning said lands as may be necessary to induce and cause such irrigation and reclamation thereof as is required by this contract and the said acts of Congress; but no such law, contract, or obligation shall in any way bind or obligate the United States to do or perform any act not clearly directed and set forth in this contract and said acts of Congress, and then only after the requirements of said acts and contract have been fully complied with.

Neither the approval of said application, map, and plan, nor the segregation of said land by the Secretary of the Interior, nor anything in this contract, or in the said acts of Congress, shall be so construed as to give said State any interest whatever in any lands upon which, at the date of filing of the map and plan hereinbefore referred to, there may be an actual settlement by a bona fide settler, qualified under the public land laws to acquire title thereto.

It is further understood and agreed that as soon as an ample supply of water is actually furnished in a substantial ditch or canal, or by artesian wells or reservoirs, to reclaim a particular tract or tracts of said lands, the said State, or its assigns, may make proof thereof under and according to such rules and regulations as may be prescribed therefor by the Secretary of the Interior, and as soon as such proof shall have been examined and found to be satisfactory, patents shall issue to said State, or to its assigns, for the tracts included in said proof.

The said State shall, out of the money arising from its disposal of said lands, first reimburse itself for any and all costs and expenditures incurred by it in irrigating and reclaiming said lands, or in assisting its assigns in so doing, and any surplus then remaining after the payment of the cost of such reclamation shall be held as a trust fund to be applied to the reclamation of other desert lands within said State.

This contract is executed in duplicate, one copy of which shall be placed of record and remain on file with the Commissioner of the General Land Office, and the other shall be placed of record and remain on file with the proper officer of said State, and it shall be the duty of said State to cause a copy thereof, together with a copy of all rules and regulations issued thereunder or under said acts of Congress, to be spread upon the deed records of each of the counties in said State in which any of said lands shall be situated.

In testimony whereof, the said parties have hereunto set their hands, the day and year first herein written.

Secretary of the Interior.

State of Oregon

By Governor

Secretary

Treasurer

APPROVAL. Constituting the State Land Board.

To all shall come, Greeting:

Know ye that I,.....\* President of the United States of America,

do hereby approve and ratify the attached contract and agreement, made and entered into on the.....\* day

of.....\* 190...,\* by and between.....\* Secretary of

the Interior, for and on behalf of the United States, and Geo. E. Chamberlain, Governor,

on behalf of the State of Oregon, under section 4 of the act of Congress approved

August 18, 1894, the act approved June 11, 1896, and the act approved March 3, 1901.

\* Those blanks should be left vacant by the State Agent.

NO. 13

Application for contract and estimate  
of cost.

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**Drawer No. 4**

**CAREY ACT RECORDS**

**STATE LAND BOARD**

**SALEM, OREGON**



To the Honorable State Land Board of the State of Oregon:

The undersigned, the Squaw Creek Irrigation Company, a corporation organized under the laws of the State of Oregon, on the 11th day of November, 1895, by and through its regularly elected directors, hereby applies for a contract to reclaim the lands in the accompanying list and indicated on the accompanying map, under the act of Congress of Aug. 18, 1894, and the act of the Legislature of the State of Oregon, of Feb. 28, 1901.

And we hereby certify that we have an ample supply of water for reclaiming said lands. That we have twelve miles of canal now in operation. That we furnish settlers along the route of said canal water for domestic and irrigation purposes.

That Squaw Creek is a stream fed from the melting snows of the Cascade Mts. and its greatest flow is during the months of July and August, and that the said company has appropriated and is the owner of sufficient water of said stream to irrigate and reclaim all the lands in the accompanying selection.

Dated at Prineville, Oregon, this 2<sup>nd</sup> day of May, 1905.

Attest:

E. A. Slayton  
Secretary.

THE SQUAW CREEK IRRIGATION COMPANY,

by E. A. Slayton  
J. W. Howard  
Arthur Hodge  
Alf. Thomson  
E. W. Sparks

Board of Directors.

APPROXIMATE ESTIMATE OF COST OF CONSTRUCTION  
OF EAST BRANCH OF SQUAW CREEK IRRIGATION

COMPANY'S CANAL

East Branch Canal.

Section 1.

2024.4 cu. yds. earth	at	20¢	-----	\$404.88	
365.4 " " Rock	at	1.50		548.10	
Clearing				<u>100.00</u>	\$1052.98
Total					

Section 2

3933.1 cu. yds. earth	at	20¢	-----	\$786.62	
455.7 " " Rock	at	1.50		683.55	
Clearing				<u>100.00</u>	1570.17
Total					

Section 3

7657.1 cu. yds. earth	at	20¢	-----	1531.42	
Clearing				<u>100.00</u>	1631.42
Total					

Section 4

6015.3 cu. yds. earth	at	20¢	-----	1203.26	
Clearing				<u>100.00</u>	1303.26
Total					

Section 5

3820.8 cu. yds. earth	at	20¢	-----	764.16	
Clearing				<u>100.00</u>	864.16
Total					

Section 6

5200 cu. yds. earth	at	20¢	-----	640.00	
Clearing				<u>100.00</u>	740.00
Total					

Section 7

7332 cu. yds. earth	at	20¢	-----	1466.40	
Clearing				<u>100.00</u>	1566.40
Total					

Section 8

5307.7 cu. yds. earth	at	20¢	-----	1061.54	
Clearing				<u>100.00</u>	1161.54
Total					

Section 9

2373.4 cu. yds. earth	at	20¢	-----	474.68	
1284.7 " " Rock	at	1.50		1927.05	
10278 ft B. M. for Flume	at	22.00 M.		226.12	
Clearing				<u>100.00</u>	2727.85
Total					

Section 10

2561.3 cu. yds. earth	at	20¢	-----	\$512.26	
2081.9 " " Rock	at	1.50		3122.85	
Clearing				<u>100.00</u>	
Total					\$3735.11

Section 11

5906.6 cu. yds. earth	at	20¢	-----	1181.32	
1455.7 " " Rock	at	1.50		2183.55	
Clearing				<u>100.00</u>	
Total					3464.87

Section 12

2589 cu. yds. earth	at	20¢	-----	511.80	
1457.7 " " Rock	at	1.50		2186.55	
Clearing				<u>100.00</u>	
Total					2798.35

Section 13

2622.7 cu. yds. earth	at	20¢	-----	524.54	
Clearing				<u>100.00</u>	
Total					624.54

Section 14

4014.3 cu. yds. earth	at	20¢	-----	802.86	
124. cu. yds. Rock	at	1.50		186.00	
Clearing				<u>100.00</u>	
Total					1088.86

Section 15

3885.5 cu. yds. earth	at	20¢	-----	777.10	
102. " " Rock	at	1.50		153.00	
Clearing				<u>100.00</u>	
Total					1050.10

Section 16

2685.1 cu. yds. earth	at	20¢	-----	537.02	
66.2 " " Rock	at	1.50		99.30	
Clearing				<u>100.00</u>	
Total					736.32

Section 17

982.4 cu. yds. earth	at	20¢	-----	196.48	
222.5 " " Rock	at	1.50		333.75	
7568 ft. B. M. for Flume	at	22.00	M.	166.50	
Clearing				<u>100.00</u>	
Total					796.73

Section 18

286.8 cu. yds. earth	at	20¢	-----	57.36	
24.8 cu. yds. Rock	at	1.50		37.20	
2522 ft. B. M. for Flume	at	22.00	M.	55.48	
Clearing				<u>20.00</u>	
Total					170.04

RECAPITULATION.

17.2 Miles Clearing	at	\$100.00	-----	\$1720.00
67268.5 cu. yds. Earth Exc.	at	20¢	-----	13453.70
7640.6 " " Rock	"	at 1.50	-----	11460.90
20368 ft. B. M. for Flume	at	22.00	-----	448.10
Construction of Old Main Canal			-----	<u>30000.00</u>
				\$47082.70

Intake and Dam			-----	\$1000.00
Measuring weir			-----	100.00
10-24' Highway Bridges	at	\$50.00	-----	500.00
5 Division boxes	at	50.00	-----	250.00
Engineering and Contingencies,	25 c/o		-----	<u>1170.60</u>
	Total		-----	<u>\$25620.60</u>

DISTRIBUTING SYSTEM

5 miles of 6' x 2' Laterals	at	\$1000.00		\$5000.00
7 miles of 4 x 2	"	at 670.00		4690.00
3 " "	"	at 350.00		1050.00
3 " "	"	at 200.00		600.00
70 Division Boxes	at	\$14.00 each		980.00
Engineering and Contingencies	25 c/o			<u>3080.00</u>
	Total		-----	\$15400.00

SUMMARY

Main Canals	-----	\$ 60703.30
Distributing System	-----	<u>15400.00</u>
	Grand Total	----- \$76103.30

Annual Maintenance Fee 75¢ per acre.

*R. Dickson*

~~R. Dickson~~; -engineer employed by the  
Squaw Creek Irrigation Company.

NO. 14

~~Contract between Company and State is~~  
not signed.

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**Drawer No. 4**

**CAREY ACT RECORDS**

**STATE LAND BOARD**

**SALEM, OREGON**

THIS AGREEMENT, made and entered into by and between The Squaw Creek Irrigation Company, a corporation duly and legally incorporated under and pursuant to the laws of the State of Oregon, for itself, its successors and assigns, the party of the first part, and the State Land Board acting for and on behalf of the State of Oregon, the party of the second part.

WITNESSETH; That the said party of the first part, under and pursuant to the provisions of an act of the legislature of the State of Oregon, entitled "An Act to provide for the acceptance by the State of Oregon of certain lands, and for the reclamation and disposal of the same," which was filed in the office of the Secretary of State February 28th 1901, and in full compliance with the requirements of said act, has filed with the State Land Board its application for contract to reclaim certain desert lands, hereinafter fully described and set out herein, which application contains an estimate of the cost of construction of the proposed system of irrigation and of the annual cost of the maintenance of the same, has, at its own expense and without any cost or charge whatever to the State, made the necessary surveys and prepared a map of the said land proposed to be irrigated, which map exhibits a plan showing the mode of the contemplated irrigation and which plan is sufficient to thoroughly irrigate and reclaim said lands and prepare them to raise ordinary agricultural crops and show the source of the water to be used for irrigation and reclamation, which map is duly verified and in all particulars complies with the requirements of the Secretary of the Interior, and is accompanied by a list in triplicate of the lands selected, designated as required by the regulations governing such selections has paid to the State Land Board a sum sufficient to pay the necessary Land Office fees for the selection of said

lands, has submitted a statement of the amount of water available for the plan of irrigation and the other data and information required by the Secretary of the Interior, and where the canals required by the plan of irrigation cross public lands not selected by the State, has filed separately an application for the right of way over such lands under sections 18 to 21 of the Act of Congress of March 3rd, 1891, in accordance with the regulations under said act; and has done and performed all things necessary to be done to enable the State Land Board to select these lands without cost to the State. The said party of the first part hereby undertakes and agrees, for and in consideration of the promises and agreements of the party of the second part, hereinafter set out, to build and construct the system of irrigation substantially according to the plans submitted by it with application for this contract; to furnish ample supply of water, substantially in accordance with said plans, to reclaim the land hereinafter described and set out herein, in compliance with the acts of Congress granting the same to the State; to make all necessary proofs of reclamation required by the Secretary of the Interior for the issuance of patent, to pay all costs of advertising and other expenses incident to such proof and application for patent; to do and to perform each and every act and thing required to be done by the State by said acts of Congress and by the contract which will be made between the State and the Secretary of the Interior with reference to the said lands and their reclamation, without cost or expense to the State, but at the cost and expense of the party of the first part; to prepare all applications, contracts, plans, statements, estimates and other papers which may be required by the Secretary of the Interior to be prepared and executed by the State; and bear all the cost

and expense of preparing, executing, submitting and filing the same.

Said party of the first part further agrees that it will begin work upon the system of irrigation for the reclamation of said lands within six months after the signing of the contract by the Secretary of the Interior, that by the end of the first year ten percent of the necessary expenditures will be made, and that this work will be prosecuted with due diligence, and proof of reclamation made as required by the acts of Congress, and all done and completed within the time specified by the said acts of Congress now in full force and effect, which said proof the said party of the first part agrees to furnish and make without cost or expense to the State and the said party of the first part further agrees that the State shall be at no cost or expense whatever for anything that may be required to be done, or that may be done, in connection with, or with reference to, the reclamation of said lands or any part thereof, all of which lands to be reclaimed under this contract are described as follows, to-wit:



Parts of Sections	Sec.	Tp.	S. R. E.	Area	Remarks
W $\frac{1}{2}$ NE $\frac{1}{4}$	29	13	12	80.00	
SE $\frac{1}{4}$	"	"	"	160.00	
E $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	80.00	
E $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
E $\frac{1}{2}$ SE $\frac{1}{4}$	31	"	"	80.00	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
N $\frac{1}{2}$ NE $\frac{1}{4}$	32	"	"	80.00	
SW $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	40.00	
E $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
N $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
SW $\frac{1}{4}$ NW $\frac{1}{4}$	13	14	11	40.00	
SE $\frac{1}{4}$ SE $\frac{1}{4}$	22	"	"	40.00	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	23	"	"	40.00	
NW $\frac{1}{4}$ NW $\frac{1}{4}$	24	"	"	40.00	
SE $\frac{1}{4}$	25	"	"	160.00	
S $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
SE $\frac{1}{4}$ SE $\frac{1}{4}$	26	"	"	40.00	
NE $\frac{1}{4}$	27	"	"	160.00	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
SW $\frac{1}{4}$	"	"	"	160.00	
N $\frac{1}{2}$ SE $\frac{1}{4}$	29	"	"	80.00	
SW $\frac{1}{4}$	"	"	"	160.00	
N $\frac{1}{2}$ SE $\frac{1}{4}$	30	"	"	80.00	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
N $\frac{1}{2}$ SE $\frac{1}{4}$	32	"	"	80.00	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
S $\frac{1}{2}$ NE $\frac{1}{4}$	33	"	"	80.00	
N $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	80.00	
W $\frac{1}{2}$ NW $\frac{1}{4}$	34	"	"	80.00	
NE $\frac{1}{4}$	35	"	"	160.00	
N $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
SW $\frac{1}{4}$	"	"	"	160.00	
				<u>2840.00</u>	
Carried forward.				2840.00	

Parts of Sections	Sec	Tp	S: R. E.	Ared	Remarks
(Brot forward)				2840.00	
NE $\frac{1}{4}$ NW $\frac{1}{4}$	21	14	12	40.00	
NW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
E $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
NW $\frac{1}{4}$ NW $\frac{1}{4}$	28	"	"	40.00	
E $\frac{1}{2}$ NE $\frac{1}{4}$	29	"	"	80.00	
SW $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	40.00	
W $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	80.00	
N $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
E $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
NE $\frac{1}{4}$	30	"	"	160.00	
E $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	80.00	
Lot 2	"	"	"	40.75	
Lot 3	"	"	"	40.65	
Lot 4	"	"	"	40.55	
NE $\frac{1}{4}$	31	"	"	160.00	
NW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
E $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
N $\frac{1}{2}$ NW $\frac{1}{4}$	32	"	"	80.00	
SW $\frac{1}{4}$	14	15	10	160.00	
SE $\frac{1}{4}$	22	"	"	160.00	
SW $\frac{1}{4}$ NE $\frac{1}{4}$	24	"	"	40.00	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
E $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
NW $\frac{1}{4}$ NW $\frac{1}{4}$	26	"	"	40.00	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
Carried forward				<u>4841.95</u>	

Parts of Sections	Sec.	Tp	S. R. E.	Area	Remarks.
(Brot forward)				4841.95	
S $\frac{1}{2}$ SW $\frac{1}{4}$	4	14	12	80.00	
S $\frac{1}{2}$ SE $\frac{1}{4}$	5	"	"	80.00	
S $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
NW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
SW $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
Lot 1	6	"	"	39.72	
Lot 2	"	"	"	39.80	
S $\frac{1}{2}$ NE $\frac{1}{4}$	"	"	"	80.00	
SE $\frac{1}{4}$	"	"	"	160.00	
NE $\frac{1}{4}$	7	"	"	160.00	
N $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
Lot 2	"	"	"	40.52	
N $\frac{1}{2}$ NE $\frac{1}{4}$	8	"	"	80.00	
SW $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	40.00	
NW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
NW $\frac{1}{4}$	"	"	"	160.00	
N $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
S $\frac{1}{2}$ NW $\frac{1}{4}$	9	"	"	80.00	
SE $\frac{1}{4}$	17	"	"	160.00	
N $\frac{1}{2}$ NE $\frac{1}{4}$	20	"	"	80.00	
SW $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	40.00	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
SW $\frac{1}{4}$	"	"	"	160.00	
NE $\frac{1}{4}$	21	"	"	160.00	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	20	15	11	40.00	
SE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
NW $\frac{1}{4}$	22	"	"	160.00	
SW $\frac{1}{4}$	"	"	"	160.00	
NW $\frac{1}{4}$	27	"	"	160.00	
SW $\frac{1}{4}$	"	"	"	160.00	
NE $\frac{1}{4}$	28	"	"	160.00	
SE $\frac{1}{4}$	"	"	"	160.00	
NW $\frac{1}{4}$	"	"	"	160.00	
NE $\frac{1}{4}$	29	"	"	160.00	
NW $\frac{1}{4}$	"	"	"	160.00	
NE $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
Carried forward				<u>8601.99</u>	

Parts of Sections (Brot Forward)	Sec.	Tp.	S. R. E.	Area	Remarks
				8601.99	
Lot 1	1	15	11	40.00	
Lot 2	"	"	"	40.00	
S $\frac{1}{2}$ NE $\frac{1}{4}$	"	"	"	80.00	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
N $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
Lot 2	2	"	"	40.30	
Lot 3	"	"	"	40.53	
Lot 4	"	"	"	40.74	
SW $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	40.00	
S $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	80.00	
SE $\frac{1}{4}$	"	"	"	160.00	
SW $\frac{1}{4}$	"	"	"	160.00	
SE $\frac{1}{4}$	3	"	"	160.00	
NE $\frac{1}{4}$	10	"	"	160.00	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
N $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
E $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
E $\frac{1}{2}$ NE $\frac{1}{4}$	11	"	"	80.00	
NW $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	40.00	
N $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
NW $\frac{1}{4}$ NW $\frac{1}{4}$	12	"	"	40.00	
NW $\frac{1}{4}$ NE $\frac{1}{4}$	15	"	"	40.00	
NW $\frac{1}{4}$	"	"	"	160.00	
SW $\frac{1}{4}$	"	"	"	160.00	
E $\frac{1}{2}$ NW $\frac{1}{4}$	20	"	"	30.00	
E $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	80.00	
Lot 3	6	15	12	39.68	
Lot 4	"	"	"	37.90	
Lot 5	"	"	"	38.46	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
Total				11039.60	

And for and in consideration of the labor performed, the payment \_  
made and the promises and agreements of the party of the first part here-  
inbefore set out, the party of the second part agrees to execute all ap-  
plications, contracts, plans, statements, estimates and other papers which  
may be required by the Secretary of the Interior to be executed by the  
State under said acts of Congress, when the same shall be properly pre-  
pared by said party of the first part, and furnished to the party of the  
second part as herein agreed for that purpose.

The party of the second part hereby declares, fixes and establishes  
the sum of Seventy-six thousand one hundred and three dollars and thirty  
cents (\$76,103.30) as the amount due said party of the first part for the  
reclamation of said lands as aforesaid, and also hereby fixes and establ-  
ishes the sum of Seventy five cents per acre for each acre of land reclaimed  
in each and every separate legal subdivision as and for the annual charge  
for the maintenance of said irrigation system; and now hereby creates a  
lien on and against said lands for the amounts due or to become due the  
said party of the first part as above fixed and declared and for interest  
thereon at the rate of six per cent per annum, which said lien shall be valid  
on and against the separate legal subdivisions of land reclaimed for the  
amount due as agreed upon and interest thereon at six per cent per annum  
from date of reclamation until said lien shall have been satisfied-- all  
as provided by an act of the legislature of the State of Oregon entitled  
"An Act to provide for the acceptance by the State of Oregon for certain  
lands and for the reclamation and disposal of the same" which was filed in the  
office of the Secretary of State, February 28th 1901, and under and pursuant  
to which this contract is executed.

And it is further agreed that the party of the first part for and in

consideration of the payment of the annual charge for maintenance as herein provided for and fixed by the party of the second part, will keep and perpetually maintain the main canals, laterals and works (not including the private and individual ditches and distributors for irrigating individual tracts) in good condition and repair, and will furnish and supply water during the irrigating season to lands entitled thereto for ordinary irrigation purposes, subject, however, to such proper and reasonable rules and regulations as the said party of the first part may from time to time adopt, for the control and management of said irrigation system, provided, however, that the rules and regulations regarding the distribution of water shall be subject to the approval of the State Land Board.

It is further mutually understood and agreed, that of the lien hereinbefore created upon lands reclaimed, for cost of reclamation, each smallest legal subdivision shall bear such proportion as the true value of the subdivision bears to the value of the whole tract subject to the lien, and for mutual conveniences as soon hereafter as the land can be examined and the value thereof estimated and reported upon, and the report approved in writing, and the lien apportioned and designated by the State Land Board the amount of the lien against such respective tract, as so designated, shall be fixed and determined and not hereafter subject to change except, by mutual consent.

And it is further mutually understood and agreed that in the conveyance by the State of any of the lands reclaimed under the provisions of this contract, there shall be reserved for the party of the first part the easement of right of way (of the width designated in section six of an act of the Legislative Assembly of the State of Oregon, filed in the office of

the Secretary of State, February 1st 1891, which said act is found in Page 53 of the laws of Oregon for 1891), for the canals, laterals sublaterals, waste, ditches and overflows.

It is further understood and agreed that the "date of the reclamation" hereinbefore mentioned, shall, for the purpose of this agreement, be the date at which water was furnished available for the reclamation of any part of the lands hereinbefore described.

It is further agreed between the parties hereto that from the date of the execution of the contract between the Secretary of the Interior and the State of Oregon, any bona fide settler who is a citizen of the United States or who has declared his intention to become such, desiring to settle upon or become a purchaser of not more than 160 acres of any of the lands set out and described herein, shall sign an application in duplicate with the party of the first part, one copy of which shall be filed with the State Land Board and when such applicant shall file his release of lien for reclamation the deed of conveyance to him from the State shall be issued without further payment.

It is further mutually agreed by and between the parties hereto that in the event the party of the first part shall fail to begin the construction of irrigation work within the time herein specified, or complete the same within the time or in accordance with the specifications of this contract, it shall be the duty of the State Land Agent to give to the party of the first part written notice of such failure and if after a period of sixty days from the sending of said notice it shall have failed to proceed with the work to conform to the specifications of its contract with the State, then the party of the first part shall be subject to all and forfeitures provided for in Sec. 7, of the act of the Legislature of 1901 and





THIS AGREEMENT, made and entered into by and between The Squaw Creek Irrigation Company, a corporation duly and legally incorporated under and pursuant to the laws of the State of Oregon, for itself, its successors and assigns, the party of the first part, and the State Land Board acting for and on behalf of the State of Oregon, the party of the second part.

WITNESSETH: That the said party of the first part, under and pursuant to the provisions of an act of the legislature of the State of Oregon, entitled "An Act to provide for the acceptance by the State of Oregon of certain lands, and for the reclamation and disposal of the same," which was filed in the office of the Secretary of State February 28th 1901, and in full compliance with the requirements of said act, has filed with the State Land Board its application for contract to reclaim certain desert lands, hereinafter fully described and set out herein, which application contains an estimate of the cost of construction of the proposed system of irrigation and of the annual cost of the maintenance of the same, has, at its own expense and without any cost or charge whatever to the State, made the necessary surveys and prepared a map of the said land proposed to be irrigated, which map exhibits a plan showing the mode of the contemplated irrigation and which plan is sufficient to thoroughly irrigate and reclaim said lands and prepare them to raise ordinary agricultural crops and show the source of the water to be used for irrigation and reclamation, which map is duly verified and in all particulars complies with the requirements of the Secretary of the Interior, and is accompanied by a list in triplicate of the lands selected, designated as required by the regulations governing such selections has paid to the State Land Board a sum sufficient to pay the necessary Land Office fees for the selection of said

lands, has submitted a statement of the amount of water available for the plan of irrigation and the other data and information required by the Secretary of the Interior, and where the canals required by the plan of irrigation cross public lands not selected by the State, has filed separately an application for the right of way over such lands under sections 18 to 21 of the Act of Congress of March 3rd, 1891, in accordance with the regulations under said act; and has done and performed all things necessary to be done to enable the State Land Board to select these lands without cost to the State. The said party of the first part hereby undertakes and agrees, for and in consideration of the promises and agreements of the party of the second part, hereinafter set out, to build and construct the system of irrigation substantially according to the plans submitted by it with application for this contract; to furnish ample supply of water, substantially in accordance with said plans, to reclaim the land hereinafter described and set out herein, in compliance with the acts of Congress granting the same to the State; to make all necessary proofs of reclamation required by the Secretary of the Interior for the issuance of patent, to pay all costs of advertising and other expenses incident to such proof and application for patent; to do and to perform each and every act and thing required to be done by the State by said acts of Congress and by the contract which will be made between the State and the Secretary of the Interior with reference to the said lands and their reclamation, without cost or expense to the State, but at the cost and expense of the party of the first part; to prepare all applications, contracts, plans, statements, estimates and other papers which may be required by the Secretary of the Interior to be prepared and executed by the State; and to bear all the cost

and expense of preparing, executing, submitting and filing the same.

Said party of the first part further agrees that it will begin work upon the system of irrigation for the reclamation of said lands within six months after the signing of the contract by the Secretary of the Interior, that by the end of the first year ten per cent of the necessary expenditures will be made, and that this work will be prosecuted with due diligence, and proof of reclamation made as required by the acts of Congress, and all done and completed within the time specified by the said acts of Congress now in full force and effect, which said proof the said party of the first part agrees to furnish and make without cost or expense to the State and the said party of the first part further agrees that the State shall be at no cost or expense whatever for anything that may be required to be done, or that may be done, in connection with, or with reference to, the reclamation of said lands or any part thereof, all of which lands to be reclaimed under this contract are described as follows, to-wit:

Parts of Sections	Sec.	Tp	S. R. E.	Area	Remarks
W $\frac{1}{2}$ NE $\frac{1}{4}$	29	13	12	80.00	
SE $\frac{1}{4}$	"	"	"	160.00	
E $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	80.00	
E $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
E $\frac{1}{2}$ SE $\frac{1}{4}$	31	"	"	80.00	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
N $\frac{1}{2}$ NE $\frac{1}{4}$	32	"	"	80.00	
SW $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	40.00	
E $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
N $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
SW $\frac{1}{4}$ NW $\frac{1}{4}$	13	14	11	40.00	
SE $\frac{1}{4}$ SE $\frac{1}{4}$	22	"	"	40.00	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	23	"	"	40.00	
NW $\frac{1}{4}$ NW $\frac{1}{4}$	24	"	"	40.00	
SE $\frac{1}{4}$	25	"	"	160.00	
S $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
SE $\frac{1}{4}$ SE $\frac{1}{4}$	26	"	"	40.00	
NE $\frac{1}{4}$	27	"	"	160.00	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
SW $\frac{1}{4}$	"	"	"	160.00	
N $\frac{1}{2}$ SE $\frac{1}{4}$	29	"	"	80.00	
SW $\frac{1}{4}$	"	"	"	160.00	
N $\frac{1}{2}$ SE $\frac{1}{4}$	30	"	"	80.00	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
N $\frac{1}{2}$ SE $\frac{1}{4}$	32	"	"	80.00	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
S $\frac{1}{2}$ NE $\frac{1}{4}$	33	"	"	80.00	
N $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	80.00	
W $\frac{1}{2}$ NW $\frac{1}{4}$	34	"	"	80.00	
NE $\frac{1}{4}$	35	"	"	160.00	
N $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
SW $\frac{1}{4}$	"	"	"	160.00	
				2840.00	
Carried forward				2840.00	

Parts of Sections (Brot forward)	Sec	Tp	S. R. E.	Area	Remarks
				2840.00	
NE $\frac{1}{4}$ NW $\frac{1}{4}$	21	14	12	40.00	
NW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
E $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
NW $\frac{1}{4}$ NW $\frac{1}{4}$	28	"	"	40.00	
E $\frac{1}{2}$ NE $\frac{1}{4}$	29	"	"	80.00	
SW $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	40.00	
W $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	80.00	
N $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
E $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
NE $\frac{1}{4}$	30	"	"	160.00	
E $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	80.00	
Lot 2	"	"	"	40.75	
Lot 3	"	"	"	40.65	
Lot 4	"	"	"	40.55	
NE $\frac{1}{4}$	31	"	"	160.00	
NW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
E $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
N $\frac{1}{2}$ NW $\frac{1}{4}$	32	"	"	80.00	
SW $\frac{1}{4}$	14	15	10	160.00	
SE $\frac{1}{4}$	22	"	"	160.00	
SW $\frac{1}{4}$ NE $\frac{1}{4}$	24	"	"	40.00	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
E $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
NW $\frac{1}{4}$ NW $\frac{1}{4}$	26	"	"	40.00	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
Carried forward				<u>4841.95</u>	

Parts of Sections (Brot forward)	Sec.	Tp.	S. R. E.	Area	Remarks
				4841.95	
S $\frac{1}{2}$ SW $\frac{1}{4}$	4	14	12	80.00	
S $\frac{1}{2}$ SE $\frac{1}{4}$	5	"	"	80.00	
S $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
NW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
SW $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
Lot 1	6	"	"	39.72	
Lot 2	"	"	"	39.80	
S $\frac{1}{2}$ NE $\frac{1}{4}$	"	"	"	80.00	
SE $\frac{1}{4}$	"	"	"	160.00	
NE $\frac{1}{4}$	7	"	"	160.00	
N $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
NE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
Lot 2	"	"	"	40.52	
N $\frac{1}{2}$ NE $\frac{1}{4}$	8	"	"	80.00	
SW $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	40.00	
NW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
NW $\frac{1}{4}$	"	"	"	160.00	
N $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
S $\frac{1}{2}$ NW $\frac{1}{4}$	9	"	"	80.00	
SE $\frac{1}{4}$	17	"	"	160.00	
N $\frac{1}{2}$ NE $\frac{1}{4}$	20	"	"	80.00	
SW $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	40.00	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
SW $\frac{1}{4}$	"	"	"	160.00	
NE $\frac{1}{4}$	21	"	"	160.00	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	20	15	11	40.00	
SE $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
NW $\frac{1}{4}$	22	"	"	160.00	
SW $\frac{1}{4}$	"	"	"	160.00	
NW $\frac{1}{4}$	27	"	"	160.00	
SW $\frac{1}{4}$	"	"	"	160.00	
NE $\frac{1}{4}$	28	"	"	160.00	
SE $\frac{1}{4}$	"	"	"	160.00	
NW $\frac{1}{4}$	"	"	"	160.00	
NE $\frac{1}{4}$	29	"	"	160.00	
NW $\frac{1}{4}$	"	"	"	160.00	
NE $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
Carried forward				<u>8601.99</u>	

Parts of Sections (Brot forward)	Sec.	Tp.	S. R. E.	Area	Remarks
				8601.99	
Lot 1	1	15	11	40.00	
Lot 2	"	"	"	40.00	
S $\frac{1}{2}$ NE $\frac{1}{4}$	"	"	"	80.00	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
N $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
Lot 2	2	"	"	40.30	
Lot 3	"	"	"	40.53	
Lot 4	"	"	"	40.74	
SW $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	40.00	
S $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	80.00	
SE $\frac{1}{4}$	"	"	"	160.00	
SW $\frac{1}{4}$	"	"	"	160.00	
SE $\frac{1}{4}$	3	"	"	160.00	
NE $\frac{1}{4}$	10	"	"	160.00	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
N $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SE $\frac{1}{4}$	"	"	"	40.00	
E $\frac{1}{2}$ SW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	"	"	"	40.00	
E $\frac{1}{2}$ NE $\frac{1}{4}$	11	"	"	80.00	
NW $\frac{1}{4}$ NE $\frac{1}{4}$	"	"	"	40.00	
N $\frac{1}{2}$ NW $\frac{1}{4}$	"	"	"	80.00	
SW $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
NW $\frac{1}{4}$ NW $\frac{1}{4}$	12	"	"	40.00	
NW $\frac{1}{4}$ NE $\frac{1}{4}$	15	"	"	40.00	
NW $\frac{1}{4}$	"	"	"	160.00	
SW $\frac{1}{4}$	"	"	"	160.00	
E $\frac{1}{2}$ NW $\frac{1}{4}$	20	"	"	80.00	
E $\frac{1}{2}$ SE $\frac{1}{4}$	"	"	"	80.00	
Lot 3	6	15	12	39.68	
Lot 4	"	"	"	37.90	
Lot 5	"	"	"	38.46	
SE $\frac{1}{4}$ NW $\frac{1}{4}$	"	"	"	40.00	
Total				<u>11039.60</u>	

And for and in consideration of the labor performed, the payment made and the promises and agreements of the party of the first part herebefore set out, the party of the second part agrees to execute all applications, contracts, plans, statements, estimates and other papers which may be required by the Secretary of the Interior to be executed by the State under said acts of Congress, when the same shall be properly prepared by said party of the first part, and furnished to the party of the second part as herein agreed for that purpose.

The party of the second part hereby declares, fixes and establishes the sum of Seventy-six thousand one hundred and three dollars and thirty cents (\$76,103.30) as the amount due said party of the first part for the reclamation of said lands as aforesaid, and also hereby fixes and establishes the sum of Seventy five cents per acre for each acre of land reclaimed in each and every separate legal subdivision as and for the annual charge for the maintenance of said irrigation system; and now hereby creates a lien on and against said lands for the amounts due or to become due the said party of the first part as above fixed and declared and for interest thereon at the rate of six per cent per annum, which said lien shall be valid on and against the separate legal subdivisions of land reclaimed for the amount due as agreed upon and interest thereon at six per cent per annum from the date of reclamation until said lien shall have been satisfied--all as provided by an act of the legislature of the State of Oregon entitled "An Act to provide for the acceptance by the State of Oregon for certain lands and for the reclamation and disposal of the same" which was filed in the office of the Secretary of State, February 28th 1901, and under and pursuant to which this contract is executed.

And it is further agreed that the party of the first part for and in



consideration of the payment of the annual charge for maintenance as herein provided for and fixed by the party of the second part, will keep and perpetually maintain the main canal, laterals and works (not including the private and individual ditches and distributors for irrigating individual tracts) in good condition and repair, and will furnish and supply water during the irrigating season to lands entitled thereto for ordinary irrigation purposes, subject, however, to such proper and reasonable rules and regulations as the said party of the first part may from time to time adopt, for the control and management of said irrigation system, provided, however, that the rules and regulations regarding the distribution of water shall be subject to the approval of the State Land Board.

It is further mutually understood and agreed, that of the lien hereinbefore created upon lands reclaimed, for cost of reclamation, each smallest legal subdivision shall bear such proportion as the true value of the subdivision bears to the value of the whole tract subject to the lien, and for mutual convenience as soon hereafter as the land can be examined and the value thereof estimated and reported upon, and the report approved in writing, and the lien apportioned and designated by the State Land Board the amount of the lien against such respective tract, as so designated, shall be fixed and determined and not hereafter subject to change except, by mutual consent.

And it is further mutually understood and agreed that in the conveyance by the State of any of the lands reclaimed under the provisions of this contract, there shall be reserved for the party of the first part the easement of right of way (of the width designated in section six of an act of the Legislative Assembly of the State of Oregon, filed in the office of

the Secretary of State, February 1st 1891, which said act is found in Page 53 of the laws of Oregon for 1891), for the canals, laterals sublaterals, waste, ditches and overflows.

It is further understood and agreed that the "date of the reclamation" hereinbefore mentioned, shall, for the purpose of this agreement, be the date at which water was furnished available for the reclamation of any part of the lands hereinbefore described.

It is further agreed between the parties hereto that from the date of the execution of the contract between the Secretary of the Interior and the State of Oregon, any bona fide settler who is a citizen of the United States or who has declared his intention to become such, desiring to settle upon or become a purchaser of not more than 160 acres of any of the lands set out and described herein, shall sign an application in duplicate with the party of the first part, one copy of which shall be filed with the State Land Board and when such applicant shall file his release of lien for reclamation the deed of conveyance to him from the State shall be issued without further payment.

It is further mutually agreed by and between the parties hereto that in the event the party of the first part shall fail to begin the construction of irrigation work within the time herein specified, or complete the same within the time or in accordance with the specifications of this contract, it shall be the duty of the State Land Agent to give to the party of the first part written notice of such failure and if after a period of sixty days from the sending of said notice it shall have failed to proceed with the work to conform to the specifications of its contract with the State, then the party of the first part shall be subject to all and forfeitures provided for in Sec. 7, of the act of the Legislature of 1901 and

this contract may be declared void and the State released from any further liability thereunder.

It is further mutually agreed by the parties to this contract that, if any of the lands herein described, and selected by the State and included in this contract, shall for any reason be held by the United States Land Office, the Commissioner of the General Land Office or the Secretary of the Interior not to be subject to the terms of this contract, the State shall not be bound by the provisions of this contract so far as such rejected land is concerned, and shall not be required to execute a conveyance for the same, or any part thereof, but if the plan of irrigation submitted, upon which this contract is based, be not approved by the Secretary of the Interior, or if the same cannot be amended and is not so amended within a reasonable time to meet his approval, then this contract may be declared void by the party of the second part and it shall be relieved of all liability thereunder.

IN WITNESS WHEREOF, The said party of the first part, by its President and Secretary, after resolution duly authorizing the same, has signed these presents, and the State Land Board, for and on behalf of the State has executed the same in duplicate, on this -----day of -----1905.

*Squaw Creek Irrigation Co*

By *E. H. Sparks* -----  
President.

*Squaw Creek Irrigation Co*

by *E. A. Clayton* -----  
Secretary.

Constituting the State Land Board.

( -----, Governor,  
( -----, Secretary,  
( -----, Treasurer.

Attest:-----

Clerk of the Board.



HCB

Nov. 1, 1909.

Register, U. S. Land Office.

The Dalles, Oregon.

Dear Sir:

Will you kindly advise as to the present status of the land included in this State's Carey Act Segregation List No. 23, comprising 11,766.84 acres in Crook County. I believe the map and list were filed in your office about August or September, 1904.

Has this land been restored to entry by an order of the Department, or is it still segregated?

Very respectfully,

Secretary Desert Land Board.