

3254

STATUS OF APPLICATION

Change in type & use
 Date filed 6-4-75
 Date of hearing 2-10-76
 Place of hearing Hillsboro
 Date of order 2-1-77 Vol. 28, page 285
 Date for application of water 10-1-78
 Proof mailed _____
 Proof received _____
 Certificate issued OCT 17 1977 Vol. 36, page 44922

JUN 7 1983
to survey 11-18-77

44922

51613

Proof at same time as R 51965 & 52028

7-1-83TS

REMARKS

Sheet 3255

DESCRIPTION OF WATER RIGHT

Name of stream unnamed stream
 Trib. of _____ County of Washington
 Use irrigation
 Quantity of water 1.67 cfs No. of acres 31.8
 Name of ditch _____
 Date of priority May 11, 1956
 In name of Hollis Hartwick
 _____ Adjudication, Vol. _____, page _____
 App. No. 30747 Per. No. 24224 Cert. No. 29783
 Certificate cancelled _____
 Notation made on record by _____

FEES PAID

Date	Amount	Receipt No.
6-4-75	45.00	47171
6-4-75	30.00	47172
TOTAL . . .	\$4.00	FROM Rec. # P.O.N.
1-23-76	Cert. Fee	47171

FEES REFUNDED

Date	Amount	Check No.

Fees 30.00

INDEX CARDS:	Entered	Checked
WA Name	✓	
WA Stream	✓	
WA Pt. of Div.		
WA Calendar	✓	
CHECKED TO RECORDS:	GLS	
Twp. & Rge.		
Decree-vault		
Decree-safe		
Cart. of W/R	✓	
Pet. Folder	Decy	
Chainindex		
Cross Ref.		
Power Claim		
Abstracts	✓	

GRASS

Fees 60 ⁰⁰/₁₀₀

PON (+) 31 ⁰⁰/₁₀₀

91 ⁰⁰/₁₀₀

1 RR Cost (+) 2 ⁰⁰/₁₀₀

93 ⁰⁰/₁₀₀

✓ fees of

On hand

30 ⁰⁰/₁₀₀

47173

30 ⁰⁰/₁₀₀

47172

(+) 45 ⁰⁰/₁₀₀

43171

105 -

(-) 93 -

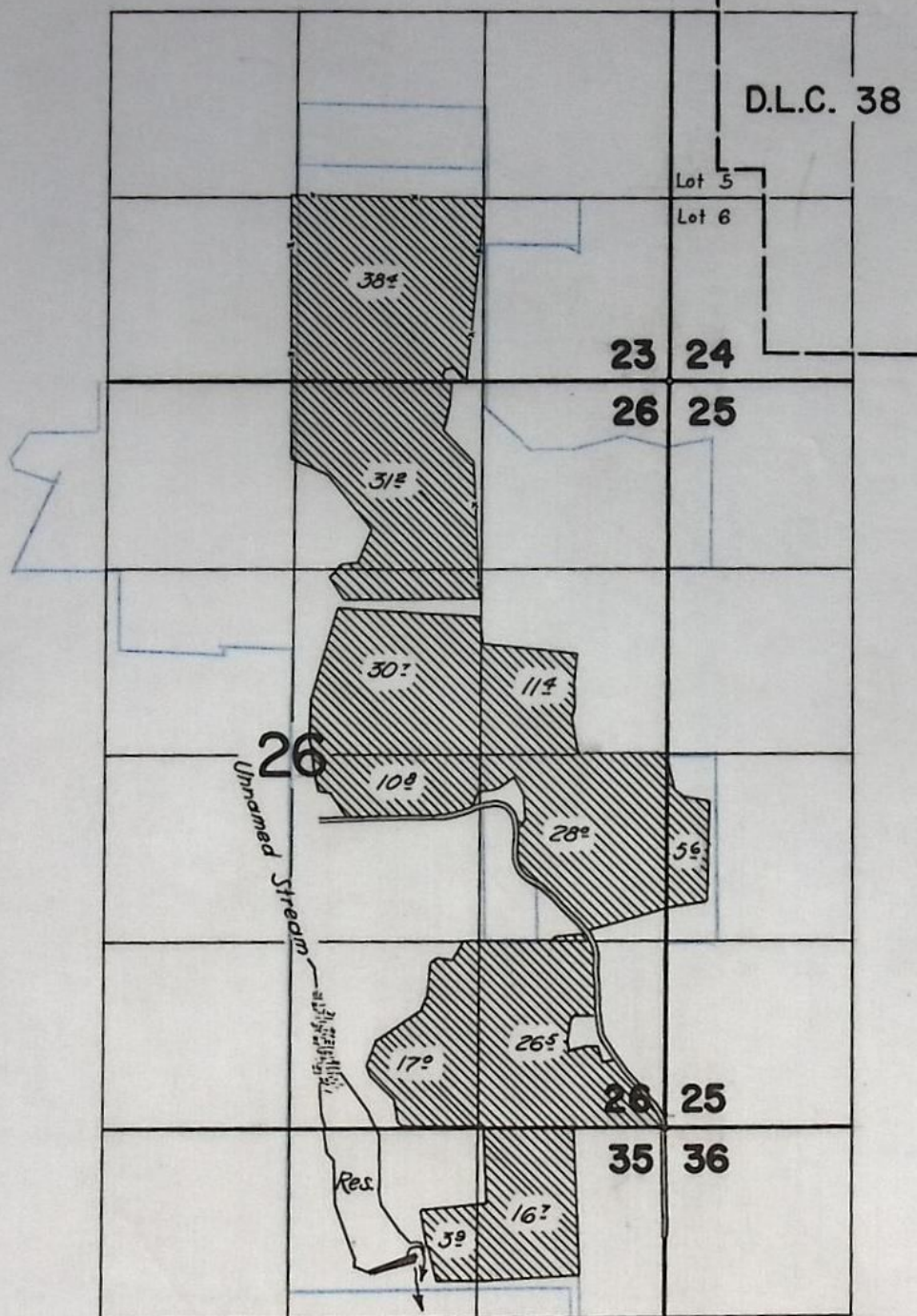
12 ⁰⁰/₁₀₀

less 2 Cent fee 4 ⁰⁰/₁₀₀

8 ⁰⁰/₁₀₀

39 3 84 3

T.2N.R.4 W.W.M.



FINAL PROOF SURVEY
UNDER

R-30747 R-1869
Application No. 30748 Permit No. 24224
IN NAME OF

HOLLIS HARTWICK

Surveyed July 26, 27, 28 1961, by

R. Jackson

CHANGE IN USE HERETOFORE MADE FROM AN UNNAMED STREAM

V 16 P 103

DFR-ZD-193

1979-V
5-3-79
P.C.M.

Not Home
8/2/28 CCW

transfer No. 3254 & 3255 County WASHINGTON

1. Name Henry J. Grass, M.D. Address RT 2, Bx 11F, Banks, OR 97106

2. Source of Supply unnamed stream, Trib. of WEST FORK DAIRY CR.

3. Amount of Water 66.7 acre ft storage & 0.24 cfs Priority Date May 11, 1956

4. Use irrigation to recreation & maintenance of reservoir

5. Proposed Point of Diversion NW 1/4 NE 1/4, 1000'S & 2070' W.
FROM NE COR. SEC. 35

6. Place of Use

[illegible]

INFO: MRS. GRASS

RES. IS NOW USED FOR RECREATION.

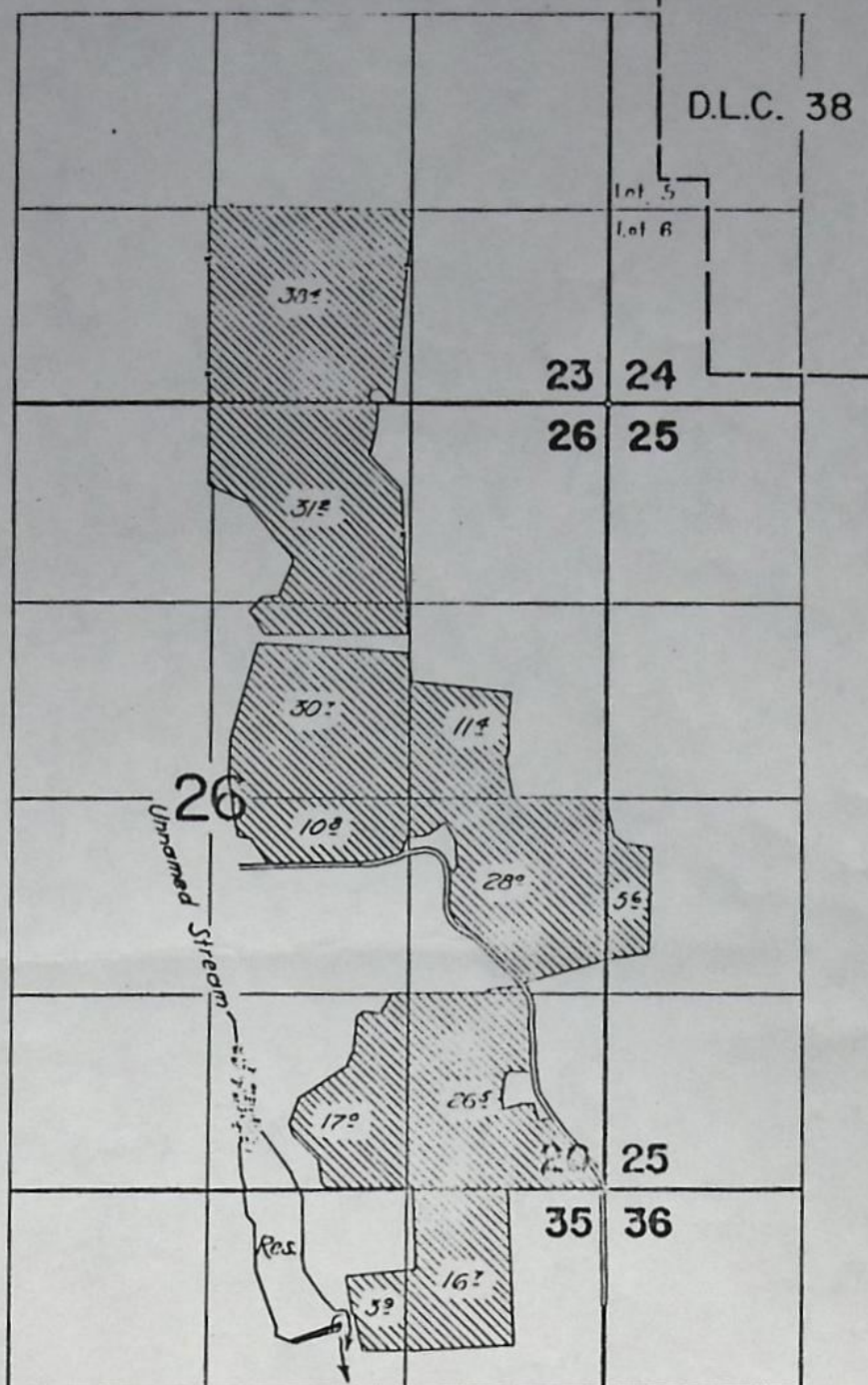
HAS 2 WATER SKI RAMPS & SLALOM COURSE SET UP
& SEVERAL SKI BOATS

SEE MORE COMPLETE REPORT ON R- 51965.

5-3-79

R.G. Mueh

T.2N.R.4W.W.M.



FINAL PROOF SURVEY
UNDER

R-30747 R-1869
Application No. 30748 Permit No. 24224
IN NAME OF

HOLLIS HARTWICK

Surveyed July 26, 27, 28, 1961, by *R. Jackson*

T-3255

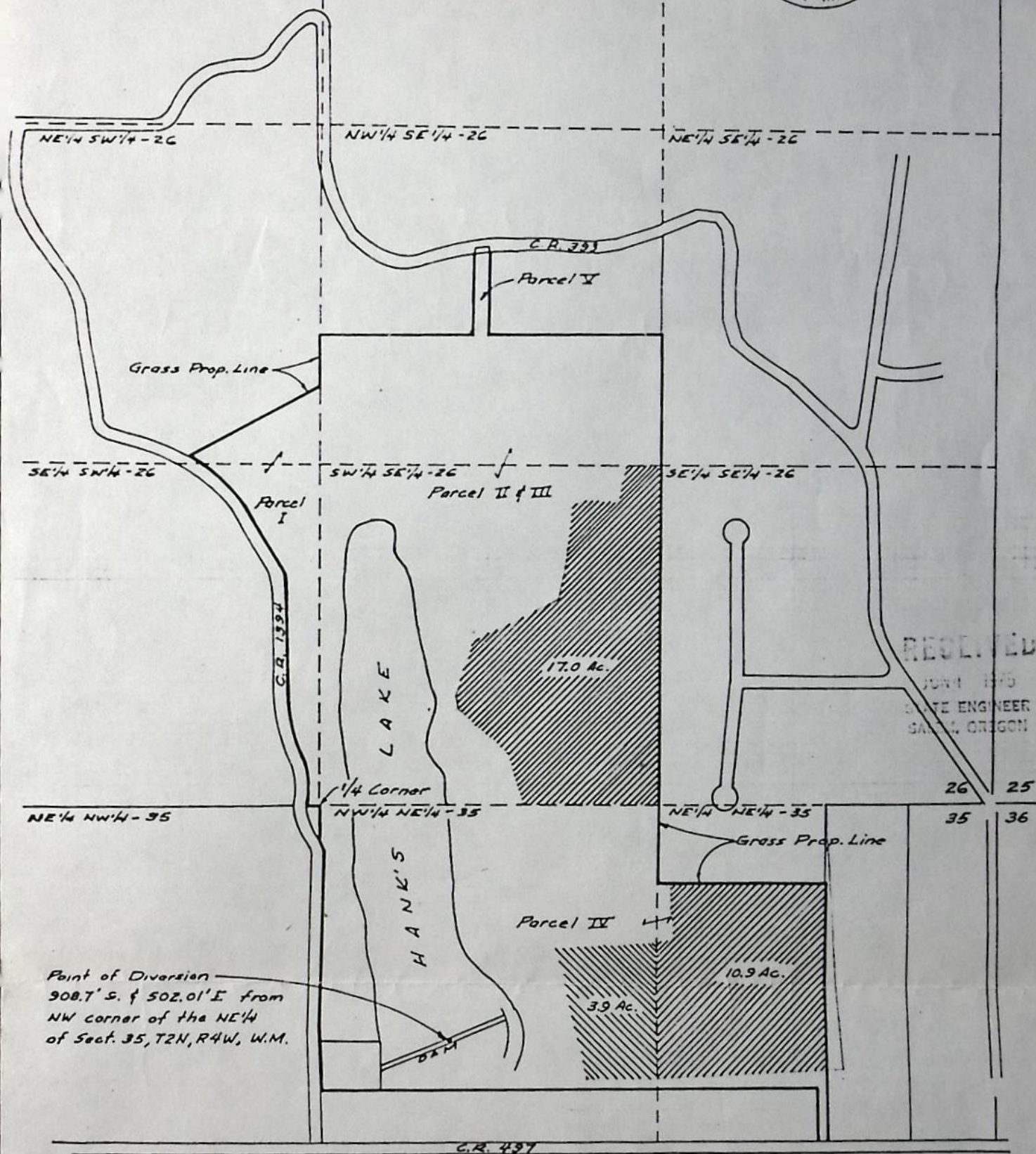
MAP TO ACCOMPANY
WATER RIGHT TRANSFER
in
SECTIONS 26 & 35, T2N, R4W, W.M.
WASHINGTON COUNTY, OREGON.
for
Henry J. Grass, M.D.

Scale: 1" = 400'
May 1975



R-1069

37345



73

STATE OF OREGON
COUNTY OF WASHINGTON

CERTIFICATE OF WATER RIGHT

This Is to Certify, That **HOLLIS HARTWICK**

of Star Route, Banks, State of Oregon, has made proof to the satisfaction of the STATE ENGINEER of Oregon, of a right to the use of the waters of an unnamed stream ~~located on the West Dairy Creek~~ Application No. R-30212

a tributary of West Dairy Creek for the purpose of irrigation of ^{186.2}~~218~~ acres.

under Permit No. 24224 of the State Engineer, and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from May 11, 1956

that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed

~~1.67~~ cubic ^{feet} per second
1.43

or its equivalent in case of rotation, measured at the point of diversion from the stream.

The point of diversion is located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 35, T. 2 N., R. 4 W., W. M. ;
908.7' S & 50201' E from the NW cor. of NE $\frac{1}{4}$ Sec 35

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-eightieth of one cubic foot per second per acre, or its equivalent for each acre irrigated ~~and shall be further limited to a diversion of not to exceed 2 $\frac{1}{2}$ acre feet per acre for each acre irrigated during the irrigation season of each year~~

and shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

T# 3245

36.2 acres SW $\frac{1}{4}$ SE $\frac{1}{4}$	
Section 23	
5.6 acres NW $\frac{1}{4}$ SW $\frac{1}{4}$	
Section 25	
31.2 acres NW $\frac{1}{4}$ NE $\frac{1}{4}$	
30.7 acres SW $\frac{1}{4}$ NE $\frac{1}{4}$	
11.4 acres SE $\frac{1}{4}$ NE $\frac{1}{4}$	
28.0 acres NE $\frac{1}{4}$ SE $\frac{1}{4}$	
10.8 acres NW $\frac{1}{4}$ SE $\frac{1}{4}$	
17.0 acres SW $\frac{1}{4}$ SE $\frac{1}{4}$	17.0 ac
26.5 acres SE $\frac{1}{4}$ SE $\frac{1}{4}$	
Section 26	
58 26.7 acres NE $\frac{1}{4}$ NE $\frac{1}{4}$	10.9 ac
3.9 acres NW $\frac{1}{4}$ NE $\frac{1}{4}$	3.9 ac
Section 35	
T. 2 N., R. 4 W., W. M.	

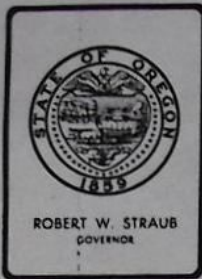
The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described.

This certificate describes that portion of the water right confirmed by the prior certificate recorded at page 29783, Volume 21, State Record of Water Right Certificates, NOT modified by the provisions of an order of the Water Resources Director entered on 2-1, 1977, approving transfer application No. 3254.

The issuance of this superseding certificate does not confirm the status of the water right in reference to ORS 540.610.

44922

$$\frac{1.67}{218.0} = \frac{0.24}{31.8} = \frac{1.43}{186.2}$$



Water Resources Department
MILL CREEK OFFICE PARK

555 13th STREET N.E., SALEM, OREGON 97310

PHONE 378-3066

T-3254, 3255

18 November 1977

Dr. Henry J. Grass
Route 2, Box 11F
Banks, Oregon 97106

Dear Dr. Grass:

The notice of completion of works and use of water under the provisions of the orders of the Water Resources Director approving water right transfer applications Nos. 3254 and 3255 for changes in type of use of water from an unnamed stream and reservoir, was received and, in line with the general practice of this office, a survey will be made at a later date.

After the survey, proof may be made and certificate of water right issued covering the actual use of water as found by the engineer. (In case of irrigation, any lands described in the order that have not been irrigated will be automatically eliminated from the water right.)

In the meantime, the orders will be evidence of the water rights in question as long as the authorized beneficial use of water is continued.

Sincerely,

James W. Carver, Jr.
Engineer

JWC:lcj

cc: Clayton J. Gardner, Watermaster

COPY

BEFORE THE WATER RESOURCES DIRECTOR OF OREGON

Washington County

IN THE MATTER OF THE APPLICATION)
OF HENRY J. GRASS, M.D., FOR THE)
APPROVAL OF A CHANGE IN USE)
HERETOFORE MADE OF WATER FROM AN)
UNNAMED STREAM)

ORDER APPROVING
TRANSFER NO. 3254 and 3255

On June 4, 1975, Henry J. Grass, M.D., filed applications in the office of the Water Resources Director for the approval of a change in use heretofore made of water from natural flow and storage from an unnamed stream pursuant to the provisions of ORS 540.510 to 540.530.

Certificates of water right issued to Hollis Hartwick and recorded at Page 29782 and 29783, Volume 21, State Record of Water Right Certificates, confirms a right for the storage of 66.7 acre feet of water from an unnamed stream in Hartwick Reservoir located in SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26 and NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35, Township 2 North, Range 4 West, W.M., for irrigation purposes and a right which includes the use of not to exceed 0.24 cubic foot per second of water from the unnamed stream and Hartwick Reservoir for the irrigation of 17.0 acres in SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26, 10.9 acres in NE $\frac{1}{4}$ NE $\frac{1}{4}$ and 3.9 acres in NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35, Township 2 North, Range 4 West, W.M., with a date of priority of May 11, 1956. Water for the said rights is diverted at an in channel storage dam located 908.7 feet South and 502.01 feet East from the Northwest corner of the NE $\frac{1}{4}$ of Section 35, Township 2 North, Range 4 West, W.M.

The applicant herein, contract purchaser of the lands above described, proposes to change the use heretofore made of the stored water to use as a recreation pond within the reservoir site located in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26 and NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35, Township 2 North, Range 4 West, W.M., and to change the use heretofore made of the natural flow of the unnamed stream to maintenance of the said recreational pond.

Mr. Joseph A. Lanza, owner of record and contract seller of the land above described, has submitted a statement of concurrence with the proposed change.

Notice of the application, pursuant to ORS 540.510, was published in the News-Times, a newspaper printed and having general circulation in Washington County, Oregon, for a period of three weeks in the issues of December 18, 22 and 29, 1975.

Mr. Clayton J. Gardner, Watermaster of District No. 1, has filed a statement to the effect that the proposed change in use heretofore made may be made without injury to existing rights.

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

NOW, THEREFORE, it hereby is ORDERED that the requested change in use heretofore made of water from an unnamed stream and stored water, described herein, without loss of priority, is approved.

It is FURTHER ORDERED that the quantity of water diverted from the natural flow of the unnamed stream for maintenance of the recreation pond shall not exceed 0.24 cubic foot per second during the irrigation season of each year.

It is FURTHER ORDERED that said water so transferred shall be applied to beneficial use on or before October 1, 1978.

It is FURTHER ORDERED that the certificates of water right heretofore issued to Hollis Hartwick and recorded at Pages 29782 and 29783, Volume 21, State Record of Water Right Certificates, are canceled, and in lieu thereof a new certificate be issued covering the balance of the right not involved in this proceeding, and upon proof satisfactory to the Water Resources Director

of completion of works and beneficial use of water to the extent intended under the provisions of this order, a confirming certificate of water right shall be issued to Henry J. Grass, M.D.

Dated at Salem, Oregon, this 1st day of February, 1977.

/s/ JAMES E. SEXSON
Director

RECEIVED

JUN 4 1975
STATE ENGINEER
SALEM, OREGON

T-3254

Application for Transfer of Water Right

To the STATE ENGINEER OF OREGON:

I, Henry J. Grass, M.D.

(Name of applicant)

of Rt. 2, Box 11F, Banks, Oregon 97106, County of Washington

(Postoffice)

State of Oregon, do hereby make application for change from irrigation

of 31.8 acres of land to storage of water for recreation.

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

1. The source of present water right is an un-named stream and Reservoir

(Name of stream)

2. The use to which the water is applied is irrigation.

(Irrigation; Mining; Power; Manufacturing; etc.)

3. The name of the ~~ditch, canal or pipe line~~ is pond is Hank's Lake (formerly Hartwick Pond).

4. The point of diversion is located 908.7 ft. S and 502.01 ft. E from the NW

(N. or S.)

(E. or W.)

corner of the NE 1/4, Section 35, T2N, R4W, W.M. being within the NW 1/4 NE 1/4

(Section or subdivision)

of Section 35 Tp. 2N R. 4W W. M., in the County of Washington

(No. N. or S.)

(No. E. or W.)

5. List the number of acres irrigated in each smallest legal subdivision (40-acre tract) involved in this transfer. If for any other use, indicate place of use.

Twp.	Range	Sec.	NE 1-4				NW 1-4				SW 1-4				SE 1-4			
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼
LAND	IRRIGATED																	
T2N	R4W	26										17.0					>17'	
T2N	R4W	35	10.9	3.9														
POND																		
T2N	R4W	26														X		
T2N	R4W	35		X														

NOTE: If you own less than 40-acre tracts, attach a description of your land as it appears in your deed.

(Attach separate sheet if necessary)

31.8 ac

0.24 cfs

6. Are you the legal owner of the above described lands? Contract Purchaser

(If not owner, explain your interest)

7. Has water been used beneficially for the purposes indicated herein during the past 5 years? Yes

8. What is the date of priority of your water right? May 11, 1956

9. Was your water right acquired by State Engineer's Permit? Yes If so, give number

(Yes or No)

of permit 24224 and R-1869

10. Do you hold a water right certificate? Yes If so, give number of certificate 29782 & 3 29783
(Yes or No)

11. Was your water right determined by State Engineer's order of Determination or Decree of Court?

No If so, give title of proceedings --
(Yes or No)

12. Is the water right recorded in your name? Hollis Hartwick
(If not, give name)

13. I propose to transfer the water right to the following described lands: (Do not answer if your application is for change in point of diversion only.)

Twp.	Range	Sec.	NE 1-4				NW 1-4				SW 1-4				SE 1-4			
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$
<u>POND</u>																		
<u>T2N</u>	<u>R4W</u>	<u>26</u>																
<u>T2N</u>	<u>R4W</u>	<u>35</u>		<u>X</u>													<u>X</u>	

(Attach separate sheet if necessary)

NOTE: Answer questions 14, 15, 16 and 17, if the application is for change in point of diversion.

14. The proposed point of diversion is located -- ft. -- and -- ft. -- from the --
(N. or S.) (E. or W.)
corner of -- being within the -- of Section -- Tp. -- R. -- W. M.,
(Smallest legal subdivision) (No. N. or S.) (No. E. or W.)
in the county of -- The name of the ditch to be used is --

15. Are you the owner of the land on which the proposed point of diversion is to be located? --

16. If not the owner of the land on which the proposed point of diversion is to be located, give the name and address of owner and submit evidence of your right-of-way for your proposed ditch, canal, or pipe line.

17. Are there any diversions between your present point of diversion and the proposed point of diversion? --

NOTE: Answer questions 18 and 19 if application is for change in use or place of use.

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

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

NATURE OF ENCUMBRANCE	HELD BY	AMOUNT
<u>Contract for sale of real estate</u>	<u>Joseph A. Lanza</u>	<u>\$188,000</u>

20. Reasons for the proposed changes are no longer irrigating indicated lands but
wish to maintain priority on 66.7 acre feet previously stored for irrigation and
now stored for recreation.

AFFIDAVIT OF APPLICANT

STATE OF OREGON,

County of Multnomah } ss.

I, Henry J. Grass MD, the applicant herein, being first duly sworn, depose and say that I have read the above and foregoing application for transfer of water right; that I know the contents thereof and that the statements therein made are true and correct to the best of my knowledge and belief.

In Witness Whereof, I have hereunto set my hand this 22 day of May, 1975

HENRY J. GRASS MD
(Name of applicant)

Subscribed and sworn to before me this 22 day of May, 1975

[Notarial Seal]

Juanita Martin Baker
NOTARY PUBLIC FOR OREGON

My commission expires 6/24/77

Remarks The dam was raised in 1974 to provide additional storage in the
amount of 103.1 acre feet for recreation use and a total storage of 169.3
acre feet. (See Permit No. 37345 and R-6065).

THIS APPLICATION MUST BE ACCOMPANIED BY A MAP SHOWING THE LOCATION OF THE POINT OF DIVERSION, PLACE OF USE AND WORKS UTILIZED UNDER THE PRESENT WATER RIGHT. THE MAP SHOULD ALSO SHOW THE NEW POINT OF DIVERSION OR PLACE OF USE, AS THE CASE MAY BE.

NOTICE OF FILING APPLICATIONS FOR CHANGE
IN USE OF WATER

Notice is given hereby that Henry J. Grass, M.D., has filed application for approval of a change in use of water from an unnamed stream and use of stored water in a reservoir.

Certificates of water right issued to Hollis Hartwick and recorded at pages 29782 and 29783, Volume 21, State Record of Water Right Certificates, confirms a right for the storage of 66.7 acre feet of water from an unnamed stream in Hartwick Reservoir located in SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 26 and NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 35, T. 2 N., R. 4 W., W.M., for irrigation purposes and a right to the use of 1.67 cubic foot of water per second from the unnamed stream and Hartwick Reservoir for the irrigation of, among other lands, 17.0 acres in SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 26, 10.9 acres in NE $\frac{1}{4}$ NE $\frac{1}{4}$ and 3.9 acres in NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 35, T. 2 N., R. 4 W., W.M., with dates of priority of May 11, 1956. Water for this use is diverted at a point located 908.7 ft. S. and 502.01 ft. E. from the NW corner of the NE $\frac{1}{4}$ of Sec. 35, T. 2 N., R. 4 W., W.M.

The applicant herein, contract purchaser of the land above described, proposes to change the use of the stored water and stream water to recreation use at the reservoir site located in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 26 and NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 35, T. 2 N., R. 4 W., W.M.

All persons interested are notified hereby that a hearing will be held at the county courthouse at Hillsboro, Oregon, on February 10, 1976, at 1:30 p.m. All objections to the proposed change, if any there are, will be heard at said time and place. Any and all objections shall be prepared in writing, one copy to be served on Henry J. Grass, M.D., Route 2, Box 11F, Banks, Or., 97106, and one copy filed with the Water Resources Department, Salem, Oregon 97310, together with a \$10 filing fee, at least 10 days prior to the date set for hearing. If no objections are filed, the application may be approved by the Water Resources Director without a hearing. Administrative rules pertaining to the filing of a protest will be furnished by the Water Resources Department upon request.

Dated at Salem, Oregon, this 8th day of December, 1975.

JAMES E. SEXSON
Director

AFFIDAVIT OF PUBLICATION

STATE OF OREGON,
COUNTY OF WASHINGTON,

ss.

JAN 2 1976

WATER RESOURCES DEPT.

I, Paul McGilvra SALEM, OREGON

being first duly sworn, depose and say that I am the publisher

of The News Times, a newspaper of general circulation, as defined

by ORS 193.010 and 193.020, published at Forest Grove, in the aforesaid county and

state; that the legal notice, a printed copy of which is hereto annexed, was

published in the entire issue of said newspaper for 3 successive and

consecutive weeks in the following issues

December 18, 22 & 29, 1975

Paul McGilvra
(Signature)

Subscribed and sworn to before me this 30th day of

December 19 75

James Sperling
Notary Public of Oregon

My commission expires July 6 19 79

NOTICE OF FILING APPLICATIONS FOR CHANGE IN USE OF WATER

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Dated at Salem, Oregon, this 8th day of December, 1975.

JAMES E. SEXSON
Director



WATER RESOURCES DEPARTMENT

WASHINGTON COUNTY COURTHOUSE • HILLSBORO, OR • 97123 • Phone 648-8791

ROBERT W. STRAUB
GOVERNOR

December 15, 1975

JAMES E. SEXSON
Director

Water Resources Department
1178 Chemeteka St. N. E.
Salem, Oregon 97310

Attention Mr. Trevor Jones

Re: File Nos. T-3254, T3255

RECEIVED

DEC 17 1975

WATER RESOURCES DEPT.
SALEM, OREGON

Dear Mr. Jones:

I made an inspection today of the proposed transfer in type of use of water from an unnamed stream and use of water in a reservoir under Permit Nos. 24224 and R-1869 by Henry J. Grass.

I do not believe that these changes in use will injure any existing rights.

Yours truly,

Clayton J. Gardner
Watermaster District No. 1

CJG:fl

1967/20

KNOW ALL MEN BY THESE PRESENTS, THAT
JOSEPH A. LANZA

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

hereinafter called the grantee,
does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that
certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, sit-
uated in the County of Washington and State of Oregon, described as follows, to-wit:

PER ATTACHED:

A portion of that certain tract of land in the Northeast quarter of
Section 35, Township 2 North, Range 4 West, Willamette Meridian,
Washington County, Oregon, described as Parcel IV in Contract of
Sale to Henry J. Grass, et ux, recorded in Book 956, Page 750,
Washington County, Oregon, Deed Records, said portion being
more particularly described as follows:

Beginning at an iron rod on the West line of said Parcel IV, which
bears North 00°02'45" East 138.00 feet from an iron rod marking the
Southwest corner of said Parcel IV, being also the Northwest corner of
that certain tract of land conveyed to William H. Eberly by deed recorded
in Book 293, Page 418, said Deed Records, and running thence, along said
West line, North 00°02'45" East 182.00 feet to an iron rod; thence, par-
allel with the North line of said Eberly tract, North 89°51'45" East
236.41 feet to a point on edge of water in Hartwick Pond, from which
point an iron rod bears South 89°51'45" West 30.4 feet; thence,
following edge of water, South 01°55'20" East 182.09 feet to a point;
thence, South 89°51'45" West 15.4 feet to an iron rod and continuing
South 89°51'45" West 227.27 feet to the place of beginning.

BOOK 967 PAGE 815

RECEIVED

JUN 4 1975

STATE ENGINEER
SALEM, OREGON

TRANSAMERICA TITLE
INSURANCE COMPANY

47-12495

1475

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances

1. The rights of the public in and to that portion of the above property lying within the limits of Everly Road; 2. An easement recorded 3/27/57 in B 392, P 206; 3. Conditions and restrictions recorded 1/18/71 in B 804, P 34.

and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 2,500.00
However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).

In construing this deed and where the context so requires, the singular includes the plural.
WITNESS grantor's hand this 17th day of February, 1974.

Joseph A. Lanza

STATE OF OREGON, County of Washington) ss.

February 19, 1974

Personally appeared the above named

Joseph A. Lanza

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me

Kathleen M. Newman

Notary Public for Oregon

My commission expires 12/23/76

(OFFICIAL SEAL)

NOTE—The sentence between the symbols @, if not applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1968 Special Session.

WARRANTY DEED

Joseph A. Lanza

TO

Henry J. Grass, et ux

AFTER RECORDING RETURN TO

HENRY J. GRASS
4415 SW River St.
Lake Oswego, Or.

TA 24131

47-124-15

DO NOT USE THIS
SPACE RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.

STATE OF OREGON

INDEXED County of Washington

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records No. of said County.

Witness my hand and seal affixed.
ROGER THOMSEN, Director of Records & Elections

TCOP

B 3 26 PM 74

967-816

633 2N4 35 @ c/o

CRANFAMERICA TITLE

47-11909

9941

CONTRACT FOR THE SALE OF REAL ESTATE

THIS CONTRACT made this 7th day of December, 1973, by and between JOSEPH A. LANZA, herein referred to as the "seller", and HENRY J. GRASS and PATRICIA A. GRASS, husband and wife, herein referred to as the "buyers".

WITNESSETH:

Seller hereby agrees to sell, and buyers agree to purchase on the terms and conditions hereinafter set forth, all that certain real property set forth and described in Exhibit "A", and made a part hereof as if more fully set forth herein.

SECTION 1. PURCHASE PRICE AND PAYMENT TERMS

The total purchase price of the above described property, which is the true and actual consideration paid for this transfer, is the sum of Two Hundred Thirty Five Thousand Dollars (\$235,000.00) of which the sum of Forty Seven Thousand Dollars (\$47,000.00) is paid on the execution hereof, and the balance of One Hundred Eighty Eight Thousand Dollars (\$188,000.00) is payable with interest commencing from date hereof at the rate of 8% per annum in monthly installments of not less than Seventeen Hundred Ninety Seven and 65/100 Dollars (\$1,797.65), with the first monthly installment being payable on the 7th day of JANUARY, 1974, and a like monthly installment of not less than \$1,797.65 on the same date of each month thereafter until the full purchase price and interest has been paid. All payments due hereunder shall be paid to the seller at 636 N.E. Mirimar Place, Portland, OR. 97232

SECTION 2. POSSESSION, LIENS AND TAXES

(a) Buyers shall be entitled to possession upon the execution of this contract, and the closing of the transaction and may

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retain possession thereafter as long as they are not in default under the terms of this contract.

(b) Seller covenants that the real property taxes will be paid upon closing up to June 30, 1974, and that the buyers agree that upon closing they will pay their pro-rated portion from the closing date until June 30, 1974, and that they will pay all taxes thereafter levied against the property promptly and before the same become delinquent, and at the request of the seller shall submit to the seller evidence that the taxes have been paid at least once each year.

(c) Buyers agree that they will keep the property free from any mechanic's liens, and all other liens and encumbrances which might affect the interest of the seller, and shall indemnify and hold the seller harmless from any loss or liability arising out of any such lien or encumbrance, or in defending his interest in any court of law or equity.

(d) If the buyers fail to pay any of the matters which they are required to pay under this section, the seller may do so at the buyers' expense, and any expenditure made by the seller in so doing shall be added to the unpaid balance of the purchase price and become part of the debt secured by this contract. In the event that the seller is compelled to pay any taxes which the buyers have failed to pay, the interest on taxes so paid shall accrue at the rate of 8% per annum. The exercise by seller of his rights under this paragraph shall not constitute a waiver by seller of any other rights of seller hereunder on account of buyers' breach of contract.

SECTION 3. PRIOR ENCUMBRANCES

(a) It is understood that the fee title to Parcel I is vested in Ellerd L. Larkins and Hazel Jean Larkins, who sold the

9941

parcel on contract to Lake of the Woods, Inc., an Oregon corporation, and the vendees' interest in said contract was assigned by instrument recorded in Book 858, Page 248, to the seller herein.

(b) It is further understood that the fee title to Parcel II is vested in Fred Hartwick, (also known as Joseph F. Hardwieger), who sold the parcel on contract to J. L. Gould and others, and the vendees' interest in said contract was assigned by instrument recorded in Book 858, Page 247, to the seller herein.

(c) It is further understood that the title to Parcel III is vested in Etta Hartwick, John Hartwick and Hollis F. Hartwick, who sold the parcel on contract to J. L. Gould and others, and who subsequently sold the property on contract to Lake of the Woods, Inc., and the vendees' interest in said contract was assigned by instrument recorded in Book 858, Page 246, to the seller herein.

(d) It is further understood that the title to Parcel IV is vested in Hollis F. Hartwick and Mary K. Hartwick, who sold the property on contract to J. L. Gould and others, and who subsequently sold the property on contract to Lake of the Woods, Inc., and the vendees' interest in said contract was assigned by instrument recorded in Book 858, Page 245, to the seller herein.

(e) The seller herein warrants to and with the buyers that there is due on the contract to Ellerd L. Larkins and wife, on Parcel I, the principal balance of \$ 2,846.48, with interest paid to 12/1/73.

The seller further warrants to and with the buyers that there is due on the contract to Fred Hartwick on Parcel II, the principal balance of \$ 21,294.87, with interest paid to 12/1/73.

The seller further warrants to and with the buyers that there is due on the contract to J. L. Gould and others on Parcel III & Parcel IV.

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the principal balance of \$ ^{56,453.33}~~55,953.33~~, with interest paid to
12/1/73.

The seller further warrants to and with the buyers that there is due on the contract to J. L. Gould and others, on Parcel IV, the principal balance of \$ 62,871.08, with interest paid to 12/1/73.

The seller further warrants to and with the buyers that the prior contracts on Parcels III and IV in favor of Etta Hartwick, John Hartwick, Hollis F. Hartwick and Mary K. Hartwick, are current, and are not in default.

The seller further agrees with the buyers that he will keep the payments current on all contracts covering all four parcels, and in the event that the seller should fail to make the payments as provided therein, the buyers reserve the right to make the payments, and the payments so made shall be credited on this contract obligation.

SECTION 4. USE OF THE PROPERTY

The buyers warrant to and covenant with the seller that the real property described in this contract is primarily for buyers' personal or family use.

SECTION 5. CUTTING OF TIMBER

The seller restricts the buyers from cutting any timber from the above tract, except that the seller gives to the buyers the right to the removal of certain trees, after notification and inspection by the seller as to the trees sought to be removed, to enable the buyers to construct their dwelling. To any tracts released by seller the timber cutting restriction would not apply.

SECTION 6. LOT RELEASE

The seller agrees with the buyers that he will release

F 9941 to them a tract not to exceed 5 acres in area to enable the buyers to construct a dwelling upon the payment of the sum of \$2500.00 per acre. For additional acreages sought to be released, seller agrees to release upon the payment of \$3000.00 per acre. Said payments to be in addition to the stipulated monthly payments herein. It is understood that tract releases ^{except to buyer's homesite} will only be given to tracts adjacent to each other, and that at all times will easements be provided for ingress and egress to the remaining property.

SECTION 7. LOSS TO PROPERTY

The buyers agree that the aforesaid property is at all times at buyers' risk, and should the property suffer any loss, damage or injury, or the timber destroyed by fire or the elements, or the property be damaged by an act of nature, the buyers agree notwithstanding to purchase and pay for such property in full accordance with the terms hereof.

SECTION 8. TITLE INSURANCE AND DEED

Seller shall obtain and deliver to the buyers at the closing a purchaser's policy of title insurance in the amount of \$235,000 showing good and marketable title to the property in the seller. Upon payment in full of the purchase price, the seller will deliver to the buyers, their heirs, successors or assigns, a good and sufficient warranty deed, conveying the property free and clear of all liens, taxes and encumbrances as of the date of this agreement.

SECTION 9. DEFAULT AND REMEDIES

In the event that buyers shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, seller shall, at his option, subject to the requirements of notice as herein provided, have the following rights:

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

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

Patricia Grace
Henry Grace

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

(d) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payment theretofore made upon said premises.

Under this option all of the right, title and interest of the buyers shall revert and re-vest in seller without any act of re-entry or without any other act by the seller to be performed, and buyers agree to peaceably surrender the premises to the seller, or in default thereof, buyers may, at the option of seller, be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such. Buyer shall not be deemed in default for failure to perform any covenant or condition of this contract other than the failure to make payments as provided for herein until notice of such default has been given by seller to buyers, and buyers shall have failed to remedy said default within 15 days after the giving of notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to the buyers at 0415 SW Rivinside St., Portland, Or., or at such other address as the buyers shall furnish to seller from time to time during the life of this contract. If buyers shall fail to make payments as herein provided and such failure shall continue for more than 30 days after the payment becomes due, buyers shall be deemed in default, and seller shall not be obligated to give notice to buyers of a declaration of said default.

SECTION 10. NOTICES

Notices required to be given shall be addressed to the buyers at 0415 SW Rivinside St., Portland, Ore., and notices

9941 required to be given to the seller shall be addressed to 636 NE.
MIRIMAR PLACE, PORTLAND, OR. 97232

SECTION 11. REPRESENTATIONS

Buyers certify that this contract is accepted and executed on the basis of their own examination and personal knowledge of the property and opinion of the value thereof. Seller has made no representations as to compliance with any statute, ordinance or code restricting the condition, use or occupancy of the land or any improvement thereon.

SECTION 12. WAIVER

Failure by the seller at any time to require performance by buyers of any of the provisions hereof shall in no way affect the right of seller hereunder to enforce the same, nor shall any waiver by seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision or as a waiver of the provision itself.

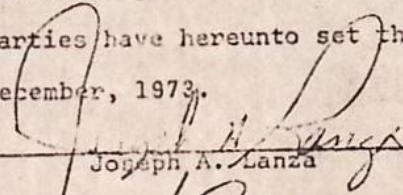
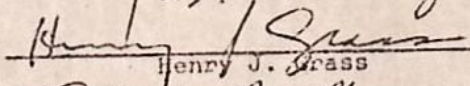
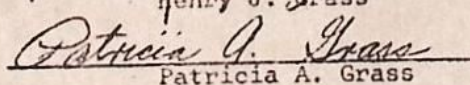
SECTION 13. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any term of this agreement, the prevailing party shall be entitled to recover from the other party such sum as may be judicially adjudged reasonable, in addition to the costs of such suit or action.

SECTION 14. SUCCESSOR INTEREST

This contract shall be binding upon and inure to the benefit of the parties, their heirs and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of December, 1973.

 (SEAL)
Joseph A. Lanza
 (SEAL)
Henry J. Grass
 (SEAL)
Patricia A. Grass

STATE OF OREGON)
)
County of Washington)

ss

9941

On this 10th day of December, 1973, personally appeared
the within named JOSEPH A. LANZA, and acknowledged the foregoing
instrument to be his voluntary act and deed.

BEFORE ME:

Barbara S. Salourette
Notary Public for Oregon

My comm. expires:

4/18/77

STATE OF OREGON)
)
County of Washington)

ss

On this 10th day of December, 1973, personally appeared
the within named HENRY J. GRASS and PATRICIA A. GRASS, and acknow-
ledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

Barbara S. Salourette
Notary Public for Oregon

My comm. expires:

4/18/77

BOOK 956 PAGE 757

ORDER NO. 47-11909

EXHIBIT "A"
DESCRIPTION

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PARCEL 1:

In the County of Washington and State of Oregon, described as follows, to-wit:

Beginning at the quarter section corner on the South line of Section 26, Township 2 North, Range 4 West, Willamette Meridian, Washington County, Oregon; running thence West 67.00 feet to the East side of a private roadway, now County Road No. 1394; thence following the Easterly line of said Roadway as follows: North 9° 00' East 140.00 feet, North 13° 30' West 25.00 feet, North 32° 30' West 100.00 feet, North 24° 10' West 50.00 feet, North 19° 10' West 50.00 feet, North 13° 00' West 50.00 feet, North 4° 30' West 30.00 feet, North 0° 20' East 435.00 feet; North 8° 30' West 30.00 feet; North 19° 00' West 50.00 feet; North 22° 00' West 50.00 feet; North 33° 40' West 50.00 feet; North 41° 00' West 30.00 feet; North 28° 30' West 50.00 feet, North 32° 00' West 50.00 feet; North 36° 30' West 100.00 feet; North 39° 00' West 30.00 feet; North 50° 00' West 30.00 feet; North 57° 00' West 130.0 feet; North 61° 00' West 30.00 feet; North 71° 00' West 30.00 feet; North 74° 30' West 230 feet; North 60° 00' West 20.00 feet; North 38° 00' West 20.00 feet; North 10° 30' West 20.00 feet; North 1° 00' West 30.00 feet; North 6° 30' West 30.00 feet; North 10° 30' West 200.00 feet; North 9° 00' West 100.00 feet; North 4° 00' West 50.00 feet; North 16° 00' West 100.00 feet; North 40° 30' West 100.00 feet; North 36° 30' West 100 feet; North 34° 00' West 100.00 feet; North 30° 00' West 55.00 feet; North 25° 00' West 20.00 feet; North 13° 00' West 130.00 feet; North 5° 00' West 20.00 feet; North 1° 30' West 85.00 feet; North 4° 00' East 103.51 feet to the East and West center line of said Section 26; thence leaving said road North 89° 38' 30" East 1207.00 feet to the North and South center line of Section 26; thence South 0° 04' West on said center line of Section 26 2505.23 feet to the place of beginning, all in Section 26, Township 2 North Range 4 West, Washington County, Oregon;

EXCEPTING THEREFROM the following described property lying north of the herein described line:

Beginning at the Northeast corner of the herein described property, thence South 00° 04' West 1050.97 feet from the Northeast corner thereof; thence South 61° 55' 53" West 601.93 feet to the center line of County Road No. 1394 at the center line.

BOOK 956 PAGE 758

ORDER NO. 47-11909

Page 2

Exhibit "A"

Description

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PARCEL II:

That portion of the following described tract, lying in the North one-half of the Southeast quarter of Section 26, Township 2, North, Range 4 West, Willamette Meridian, Washington County, Oregon, to-wit:

A portion of the Southeast quarter of Section 26, Township 2 North, Range 4 West, Willamette Meridian, Washington County, Oregon, said portion being more particularly described as follows:

Beginning at the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 26, which bears South 89° 08' 29" West 1322.49 feet from the Southeast corner of said Section 26; and running thence along the South line of said Section, South 89° 08' 29" West 1322.50 feet to the quarter corner on the South line thereof; thence along the West line of said Southeast quarter, North 00° 08' 10" East 1834.35 feet to an iron rod; thence, South 89° 51' 50" East 1331.91 feet to a point on the East line of the Northwest quarter of the Southeast quarter of said Section 26; thence, along said East line South 00° 26' 25" West 1811.42 feet to the place of beginning.

PARCEL III:

That part of the following described tract, lying in the South one-half of the Southeast quarter of Section 26, Township 2 North, Range 4 West, Willamette Meridian, Washington County, Oregon, to-wit:

A portion of the Southeast quarter of Section 26, Township 2 North, Range 4 West, Willamette Meridian, Washington County, Oregon, said portion being more particularly described as follows:

Beginning at the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 26, which bears South 89° 08' 29" West, 1322.49 feet from the Southeast corner of said Section 26, and thence along the South line of said Section, South 89° 08' 29" West, 1322.50 feet to the quarter corner on the South line thereof; thence along the West line of said Southeast quarter, North 00° 08' 10" East, 1834.35 feet to an iron rod; thence South 89° 51' 50" East 1331.91 feet to a point on the East line of the Northwest quarter of the Southeast quarter of said Section 26; thence along said East line South 00° 26' 25" West, 1811.42 feet to the place of beginning.

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PARCEL IV:

A portion of that certain tract of land in the Northeast quarter of Section 35, Township 2 North, Range 4 West, Willamette Meridian, Washington County, Oregon, described in deed to Hollis F. Hartwick, et ux, recorded in Book 378, Page 727, Washington County, Oregon, Deed Records, said portion being more particularly described as follows:

Beginning at the Southeast corner of the Southwest quarter of the Southeast quarter of Section 26, Township 2 North, Range 4 West, Willamette Meridian, which bears South 89° 08' 29" West 1322.48 feet from the Northeast corner of said Section 35, and running thence along the Northline of said Section 35, South 89° 08' 29" West 1322.49 feet to the quarter corner on the North line of said Section; thence along the Westerly line of the Northwest quarter of the Northeast quarter of said Section 35, South 00° 02' 45" West 1066.80 feet to the Northwest corner of that certain tract of land conveyed to Wm. H. Eberly by deed recorded in Book 293, Page 418, said Deed Records, thence, along the North line thereof, North 99° 51' 45" East 1949.30 feet to the Northeast corner thereof; thence, South 00° 16" West 228.00 feet to a point in Cedar Canyon Road (County Road No. 497); thence, in said road, North 89° 51' 45" East 30.0 feet to the Southeast corner of said Hartwick tract; thence along the Easterly line thereof, North 00° 16' East 1019.80 feet to a point; thence, South 89° 08' 29" West 662.17 feet to a point; thence, North 00° 26' 25" East 300.00 feet to the place of beginning.

PARCEL V

A portion of the NW 1/4 of the SE 1/4 of Section 26, T2N, R4W, N4M, Washington County, Oregon, described as follows: Beginning at an iron rod which bears S 00° 08' 10" W 331.00 feet and S 89° 51' 50" West 50.00 feet to the Northwest corner of the Southeast quarter of said Section 26, and running thence parallel with the West line of said SE 1/4, N 00° 08' 10" East 344.97 feet to the center of Hartwick Road (County Road No. 393); thence along the center thereof N 82° 40' 10" E. 50.43 feet to a point; thence S 00° 08' 10" West 351.52 feet to a point; thence N 89° 51' 50" West 50.00 feet to the place of beginning.

SUBJECT TO: (1) Regulations, including levies, liens and assessments of the Unified Sewerage Agency of Washington County, Or. (2) Rights of the public in and to that portion of the above property lying within the limits of Eberly Road and Graham Road (Affects Parcel IV). (3) Easement created by instrument dated 12/22/56 recorded 3/27/57 in B 393, P 206, Deed Records. (4) Conditions and restrictions of instrument recorded 1/18/71 in B 804, P 34. (5) Existing farm leases, if any.

800 956 PAGE 760

STATE OF OREGON

County of Washington

I, _____, County Clerk, do hereby certify that the within instrument of writing was received and recorded in book of records

of said County

Witness my hand and seal affixed

ROGER THOMSEN, County Clerk of
Records & Elections

INDEXED

Dec 17 9 27 AM '73
County

2200