

4088 Haas

Name Dan F. Haas
By _____
Address 1006 Niantic Ave.
Medford, OR 97501

4088

DESCRIPTION OF WATER RIGHT

Name of stream Rogue River
Trib. of _____ County of Jackson
Use _____
Quantity of water _____ No. of acres 107²
Name of ditch _____
Date of priority March 29, 1930
In name of Dan F. Haas
Adjudication, Vol. _____, page _____
App. No. 13351 Per. No. 9600 Cert. No. 21242
Certificate cancelled _____
Notation made on record by _____

FEES PAID

Date	Amount	Receipt No.
<u>10-24-78</u>	<u>63⁷⁰</u> <u><2.00></u>	<u>6923</u>
TOTAL . . .		
<u>12-14-78</u>	<u>\$2</u> Cert. Fee	<u>Supp fr 6923</u>

FEES REFUNDED

Date	Amount	Check No.
<u>12-14-78</u>	<u>12.95</u>	<u>2977</u>
<u>exam 20⁰⁰</u> <u>POU 28²⁵</u> <u>Cert fee 2⁰⁰</u> <u>50⁰⁰</u>		

Change in POU
Date filed Oct 24, 1978
Date of hearing _____
Place of hearing _____
Date of order 11-21-78 Vol. 31, page 449
Date for application of water 10-1-82 85
Proof mailed NOV 30 1999
Proof received _____
Certificate issued FEB 9 1979 Vol. 40, page 47408
FEB 28 2000 76436

REMARKS

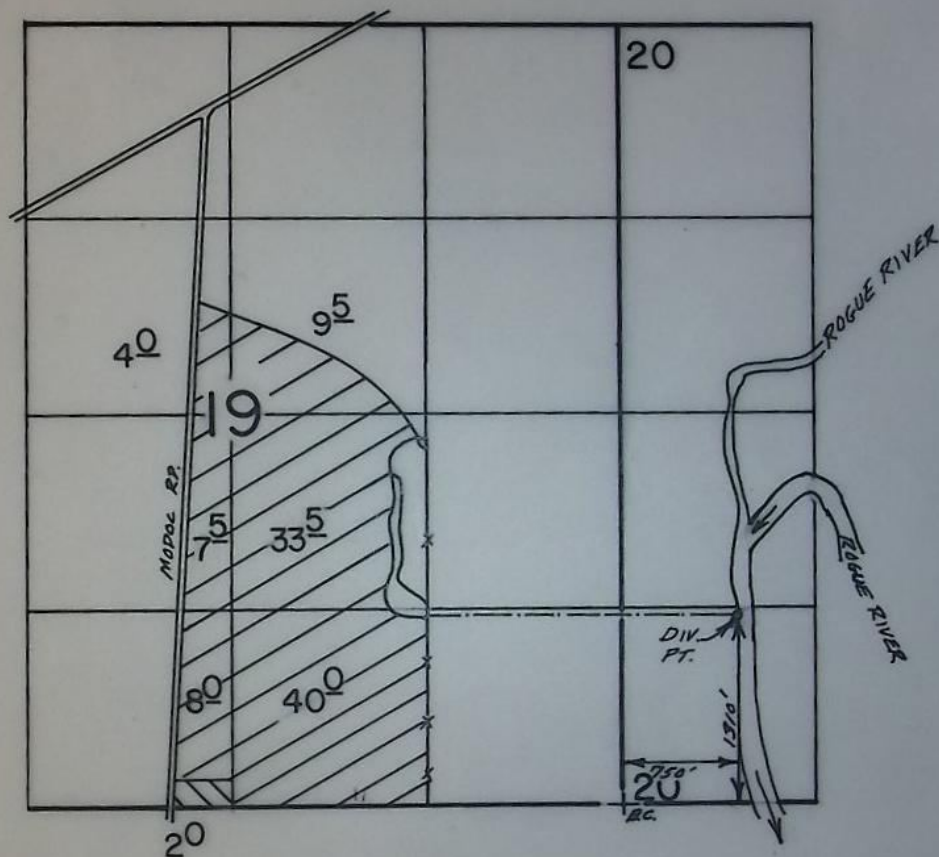
2/20/79
ASSIGNED to George J. Haas 12941 Modoc, Central Point, OR Vol. 6 Page 509

Card for C NOV 20 1981

W.R.I.S.	
Assembled <u>7-8-85</u> by <u>SBA</u>	
Entered _____ by _____	
Verified _____ by _____	

TO BE ENTERED WHERE CHECKED	INDEX CARDS	Entered	Checked
<input checked="" type="checkbox"/>	Name	<u>fig</u>	_____
<input checked="" type="checkbox"/>	Stream	<u>fig</u>	_____
<input checked="" type="checkbox"/>	Pl. of Dir.	<u>fig</u>	_____
<input checked="" type="checkbox"/>	Calendar	<u>fig</u>	_____
<input checked="" type="checkbox"/>	CHECKED TO RECORDS		
<input checked="" type="checkbox"/>	Twp. & Rge.	<u>fig</u>	_____
<input checked="" type="checkbox"/>	Decree-vault	<u>fig</u>	_____
<input checked="" type="checkbox"/>	Decree-safe	<u>fig</u>	_____
<input checked="" type="checkbox"/>	Cert. of W/R	<u>fig</u>	_____
<input checked="" type="checkbox"/>	Per. Folder	<u>fig</u>	_____
<input checked="" type="checkbox"/>	Chaindex	<u>fig</u>	_____
<input checked="" type="checkbox"/>	Cred. Ref.	<u>fig</u>	_____
<input checked="" type="checkbox"/>	Power Claim	<u>fig</u>	_____
<input checked="" type="checkbox"/>	Abstracts	<u>fig</u>	_____

T. 35 S., R. 1 W., W. M.



▨ T-4088

Scale 1" = 1320'

▨ T-4087

FINAL PROOF SURVEY UNDER

Application No. Permit No. 22885..
IN NAME OF

.....TONY.....JELINCICH.....

Surveyed FEB. 9, 1994, by S. JAMES.....

STATE OF OREGON
COUNTY OF JACKSON
CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

TONY JELINCICH
2379 BELL COURT
MEDFORD, OREGON 97504

confirms the right to use the waters of ROGUE RIVER, a tributary of PACIFIC OCEAN, for IRRIGATING 102.5 ACRES.

This right was perfected under Permit 9600. The date of priority is MARCH 29, 1930. The amount of water to which this right is entitled is limited to an amount actually beneficially used and shall not exceed 1.28 CUBIC FOOT PER SECOND, or its equivalent in case of rotation, measured at the point of diversion from the source.

The point of diversion is located as follows:

LOT 6 (SW 1/4 SW 1/4), SECTION 20, T 35 S, R 1 W, W.M.; 1310 FEET NORTH AND 750 FEET EAST FROM THE SOUTHWEST CORNER OF SECTION 20.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, is 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 2.5 acre-feet per acre for each acre irrigated during the irrigation season of each year.

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

A description of the place of use to which this right is appurtenant is as follows:

SW 1/4 NE 1/4	9.5 ACRES
SE 1/4 NW 1/4	4.0 ACRES
NE 1/4 SW 1/4	7.5 ACRES
SE 1/4 SW 1/4	8.0 ACRES
NW 1/4 SE 1/4	33.5 ACRES
SW 1/4 SE 1/4	40.0 ACRES

SECTION 19

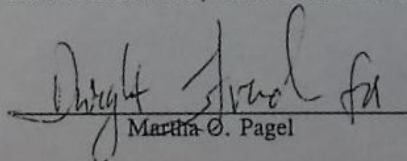
TOWNSHIP 35 SOUTH, RANGE 1 WEST, W.M.

This certificate is issued to confirm a change in PLACE OF USE approved by an order of the Water Resources Director entered NOVEMBER 21, 1978, and together with Certificate 47408, supersedes Certificate 21242, State Record of Water Right Certificates.

The issuance of this superseding certificate does not confirm the status of the water right in regard to the provisions of ORS 540.610 pertaining to forfeiture or abandonment.

The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described. The use confirmed herein may be made only at times when sufficient water is available to satisfy all prior rights, including rights for maintaining instream flows.

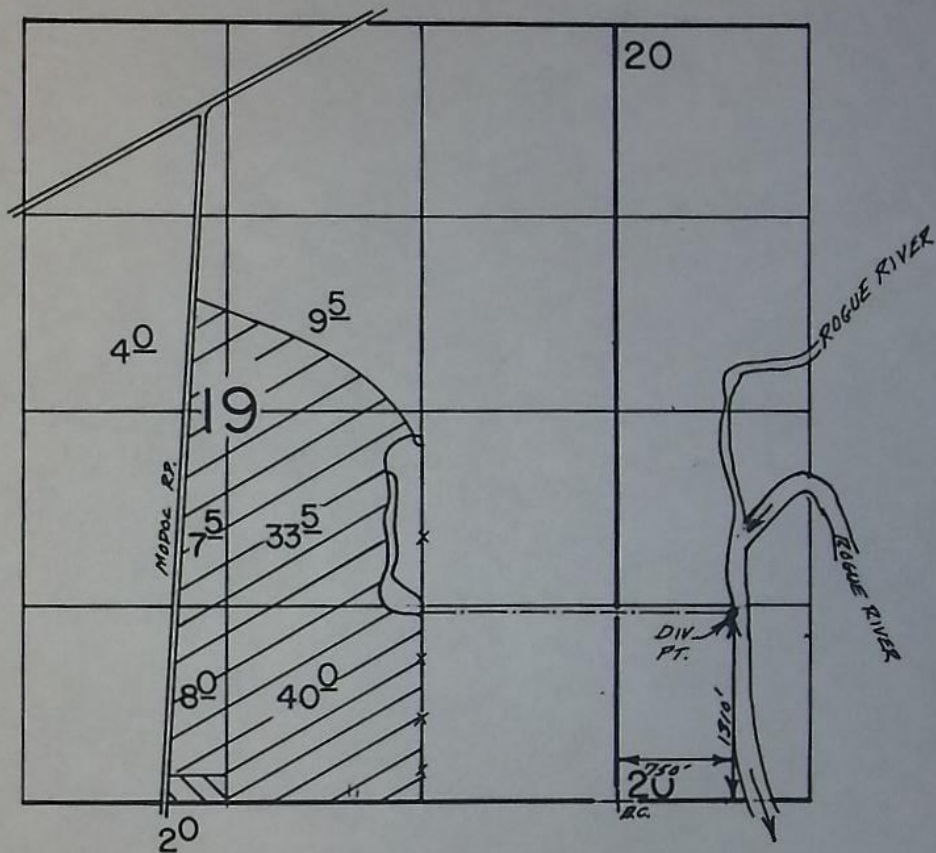
WITNESS the signature of the Water Resources Director, affixed FEBRUARY 28, 2000.


Martha O. Pagel

Recorded in State Record of Water Right Certificates numbered 76436.

T-4088.LMS

T. 35 S., R. 1 W., W. M.



▨ T-4088

▨ T-4087

Scale 1" = 1320'

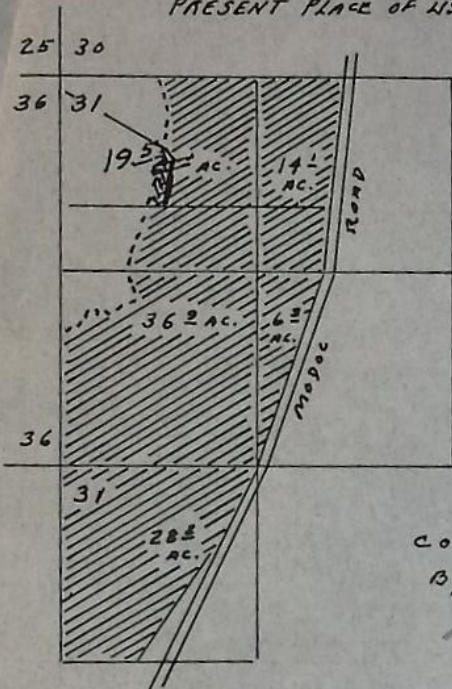
FINAL PROOF SURVEY
UNDER

Application No. Permit No. 22885..
IN NAME OF

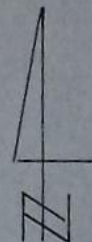
.....TONY.....JELINCICH.....

Surveyed FEB. 9, 1994, by S. JAMES.....

T. 35S. R. 1W. W. M.
PRESENT PLACE OF USE



SCALE 4" = 1 MILE



10-23-78

MAP TO ACCOMPANY APPLICATION
OF DAN F. HAAS FOR CHANGE IN
PLACE OF USE ON PERMIT # 9600
PRIORITY MARCH 29, 1930

CORRECTIONS APPROVED
BY

Dan Haas
11/15/78

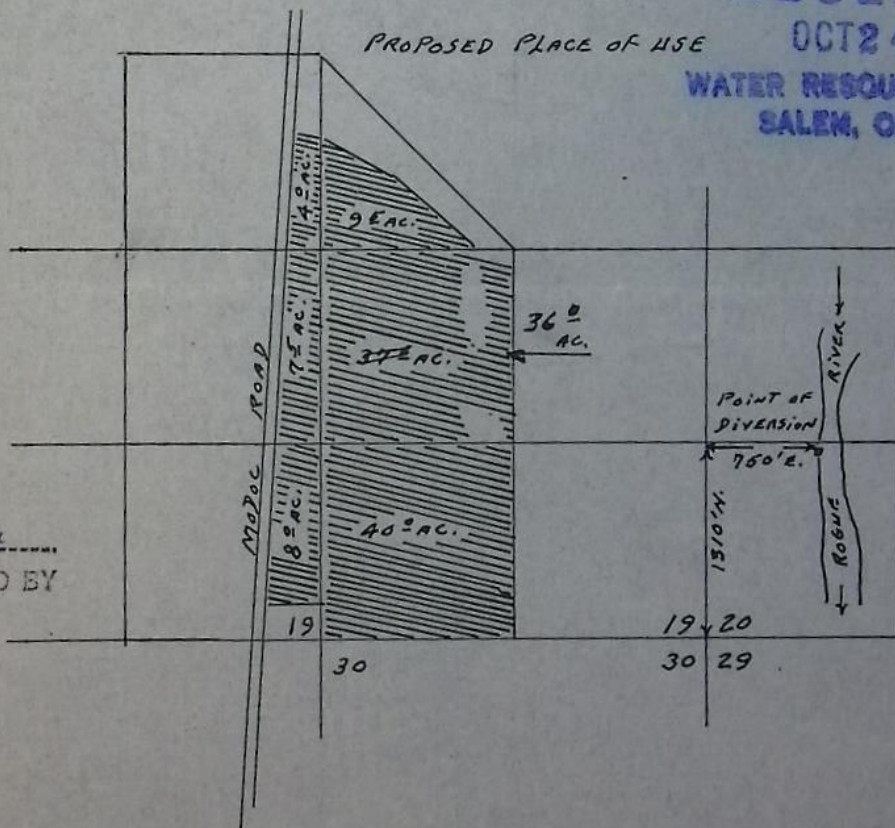
T. 35S. R. 1W. W. M.

PROPOSED PLACE OF USE

RECEIVED

OCT 24 1978

WATER RESOURCES DEPT.
SALEM, OREGON



THIS MAP PREPARED BY:

John F. Cusumano
FROM INFORMATION FURNISHED BY
THE APPLICANT.

MEMORANDUM

To: Don Knauer

Date: November 18, 1996

From: Steve Brown

Subject: Transfer No.'s 4087 and 4088 - Dan F. Haas

The above referenced files were routed to me to consider cancellation of the rights. These transfers were on a list of adverse reports.

Three field inspections, completed by department's staff, did adversely report the proof under the transfers. However, an inspection of the lands on February 9, 1994, resulted in a report of satisfactory proof that use of water was made under the terms of the transfers.

Please review the field inspection reports. If you agree with my conclusions, I believe the files may be processed routinely with other surveys completed in 1994. If you disagree, please return the files to me for further action.

11/12/96

LARRY,

I AM PURGING DATA BASE FILES. IT
APPEARS THESE TRANSFERS HAVE ADVERSE
REPORTS. IF YOU DO THE CANCELLATIONS
ON TRANSFER FILES, YOU MAY BE
INTERESTED IN THIS LIST.

Law f.

T	✓2784	ADVRPT		NO		"	"	NEEDS CANCELL.
T	3374	ADVRPT		YES	YES	"	"	SP. DR. 1/47 p. 3
T	✓4087	ADVRPT		NO		"	"	REVIEW, RETIRE
T	✓4088	ADVRPT		NO		"	"	BOTH NEED CANK
T	✓OUT → 4099	ADVRPT	6/17/87			"	"	
T	✓4147	ADVRPT	6/25/88	NO		"	"	NEEDS CANCELL
T	✓4703	ADVRPT	6/01/88	NO		"	"	" "
T	✓4834	ADVRPT	6/21/88	NO		"	"	" "
T	✓OUT → 5492	ADVRPT				"	"	
T	✓5753	ADVRPT		NO		"	"	" "
T	5772	ADVRPT	SEE LETTER FROM LHM	NO		"	"	SEE LARRY HLM
T	5938	ADVRPT	7/29/93			"	"	FILE CANNOT BE LOCAT
T	6078	ADVRPT	NEED REVIEW	NO		"	"	ADVERSE REPORT IN FILE

35 s.		1 W		30
26	30 18 30 20		9600 17249	
23 ¹ 12 25 ¹ 30 ² 28 16 ⁵ 5 ¹		26614	22885	47408
15.2 4.1 13.1 Cancelled per special order - not the page 408		13351	9600	41242
		52711	4	4
		56418	42135	
24.8 40.2 26.2 1.2 13.2		6.1	19.5	68658
16.4 1.2		15.2	68658	49607
			70741	51161
				65334

NCR 5/94
BSA

JAN 21 1994

REPORT ON INSPECTION UNDER TRANSFER
OF WATER RIGHT FOR CHANGE IN: PO

POD

FOU

USE:

Add'l POD

Transfer No. 4088

Old Certificate No. 21242

1. Name Don L. Haas Tony Jelencich 3610 Woodside Rd

Address 1006 Atlantic Ave, Medford, OR 97501

2. Source of Supply Rogue River, Trib of

3. Use $m/107 \frac{1}{2} a$

4. Amount of Water 1.3 lts

5. Priority Date 3-29-1930

6. Proposed Point of Diversion

7. Completion Date 10-1-81 85

8. Place of Use:

Township	Range	Section	Forty Acre Tract	Use for Which Transfer Made
35S	1W	19	SW NE	95 ✓
			SE NW	40 ✓
			NE SW	75 ✓
			SE SW	80 ✓
			NW SE	360 335
			SW SE	400
				105

INFO: INSPECTED SITE. LOCATED DIV. PT. @ RIVER,
OBSERVED EARTH MIXER EQUIPMENT ON SITE.
PROPERTY FOR SALE BY CASCADE REAL ESTATE, 826-3656,
EAGLE POINT OR.
NO IRRIGATION @ THIS TIME. DRY, INCULCATED THIS SEASON.
PROPERTY HAS BEEN WORKED ON BY EQUIPMENT IN LAST 2 YEARS.

EQUIPMENT: 1200' MAIN LINE 5" P.O.E. ALUM.
400' 6" PVC
300' 6" ALUM.

LATERALS: 1600' 3" ALUM.
40 SPRES.

BUCKNER 180-A $\frac{7}{16}$ X 0

PUMP @ POND: BERKELEY 5" X 3" C.D.P.
MODEL 133 P.M.

15 T.H.P. / 6- $\frac{1}{16}$ INT. DIA.

BROOK AC INDUCTION

15 H.P. @ 3460 RPM.

5-21-87 @ ~~James~~ WRE.

INFO: RESEARCH SHOWS: TONY JELINCICH, 1121 ROYAL LN.,
SAN CARLOS, CA 94070. WROTE FOR INFO. NO RESPONSE.

TRIED CASCADE REALTY, PHIL DEGREE ON 5/27/86.
SAID HE KNEW OF NO IRRIGATION. GAVE JELINCICH'S
PHONE # 415-851-4192. TRIED CALLING - NO RESPONSE.

HAVE OBSERVED PROPERTY IN JUNE, JULY OF 1987.
NO IRRIGATION. NO CHANGE FROM 5-21-87.

ADVERSE REPORT

B. Sue ~~James~~ WRE 7-20-87

5 GUN, - 100 GPM, FLOW METER.

USE: BARLEY, SPAN, STOCK, LEASE FOR CATTLE.

T-4088

INFO: TONY JELINCICH CAME INTO OFFICE FEB. 8, 1994
AND MET WITH MYSELF AND THE WATERMASTER, BRUCE SUNP.
HE EXPLAINED HIS USAGE. MR. JELINCICH HAS
LIVED OUT OF STATE UNTIL RECENTLY. HE STATED
HE HAS WATERED FIELDS SINCE HIS OWNERSHIP IN
1984. HE STATED HE WOULD COME UP EVERY SUMMER
AND SET-UP HIS PUMP TO WATER THE PASTURE.
HE HAS LEASED IT TO CATTLE OWNERS.

SOURCE: ROGUE RIVER

PUMP: BERVLY, 5" X 3" C.D.P. @ POND.

MODE: BROOK A.C., 15 H.P. @ 3460 R.P.M.

RIVER = SAME TYPE PUMP - 15 H.P. @ 3460 R.P.M.

PUMP FROM RIVER INTO POND, PUMP FROM POND ONTO
FIELD.

PIPE: 1200' MAIN LINE 3" HAND LINE \pm 1600'; 600' FLEX LINE
60 SPRINKLERS = BULLNER 180-A 7/16" X 0 3 R.B GUNS
MAX USE: 40 @ 100 GPM

POND: DUG-OUT = 200' DIA X 8' DEEP

LIFT: @ RIVER = 80' LIFT TO PUMP.

RIVER PUMP TO POND = 20'

POND PUMP SUCTION = 8' DISCHARGE = -8' (TAN)

USE: OWNER STATED: BARLEY, PASTURE FOR CATTLE.

TIE: BAX-3AA-58, 2 B.C.'S

By James Pelton, F.E.
S.V. REGION, 2-8-94.

AREA NOT INCLUDED WEST OF POND
IS POND AREA; EXCAVATED SLOPE
FROM POND. NO BENEATH GRASSES.

See -T-4087

T-4088

INFO: WROTE TONY JELINCICH FOR INFORMATION.

LETTER RETURNED - NOT DELIVERED.

INSPECTED SITE. LOCKED GATE AT MODOC ROAD. WALKED TO P.O.D. FOUND SITE THE SAME AS INSPECTION July 1987. NO PUMP AT RIVER. NO RECENT IRRIGATION ON LAND IN SW¹/₄ SECTION 20, OR THE SE⁴ SE⁴ AND NE⁴ SE⁴ OF SECTION 19. LAND IN SW⁴ SE⁴ AND NW⁴ SE⁴ LOOK THE SAME. DRY GRASSES AND STAR THISTLE. ONLY SIGN OF EARTH MOVING IS 100' FIRE BREAK AROUND SITE. SOME EQUIPMENT STILL EXIST IN A STACK AS IN MAY, 1987. PUMP AS DESCRIBED IS STILL AT POND. NO SIGNS OF RECENT USE. NO METER IN ELECT. OUTLET.

LOOKED AT SITE (PRESENT NAME OF USE). IT IS DRY AS PROPOSED SITE. VERY LITTLE EVIDENCE OF DITCH LEFT IN SEC. 31. A COUPLE SMALL PARCELS IRRIGATE FROM THEY'RE WELLS IN SE⁴ NW⁴ ; NE⁴ NW⁴ OF SEC. 31.

NO SIGNS OF CURRENT IRRIGATION.

LAST NATED PHONE NUMBER DISCONNECTED.

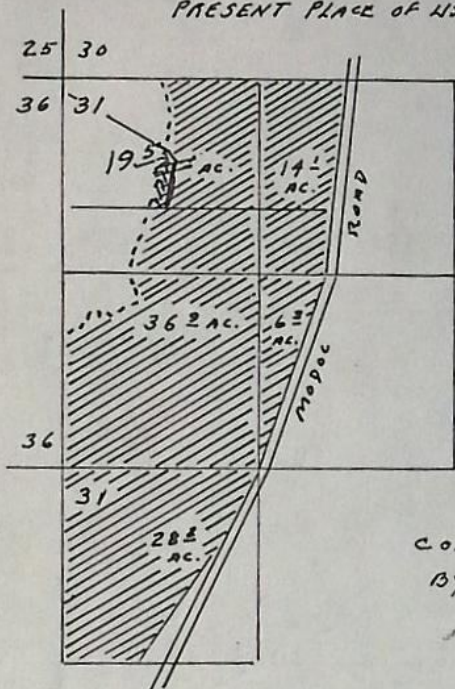
Blue Jan - 7/21/92

WRE SW REGION

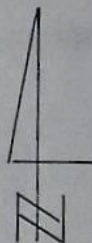
T-4088

T. 35 S. R. 1 W. W. 1 M.

PRESENT PLACE OF USE



SCALE 4" = 1 MILE



10-23-78

CORRECTIONS APPROVED
BY

5y
Don Has
11/15/78

MAP TO ACCOMPANY APPLICATION
OF DAN F. HAAS FOR CHANGE IN
PLACE OF USE ON PERMIT # 9600
PRIORITY MARCH 29, 1930

T. 355. IR. 1 W. W. M.

PROPOSED PLACE OF USE

RECEIVED

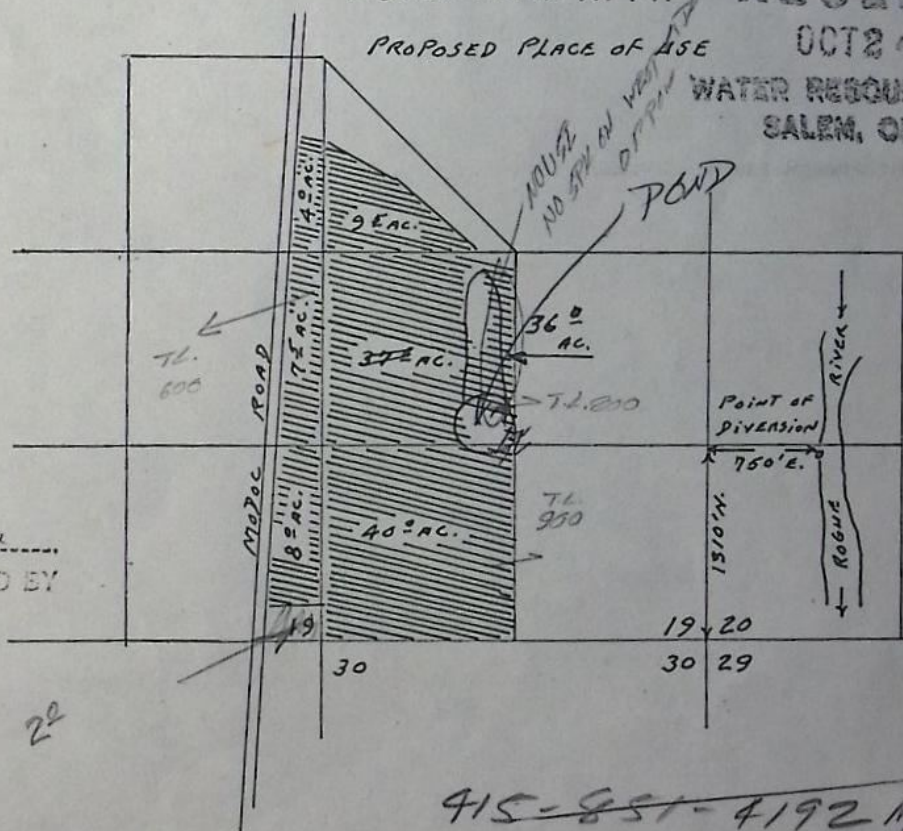
OCT 24 1978

WATER RESOURCES DEPT.
SALEM, OREGON

TONY JEINICH
190 GLENWOOD AVE
ATHERTON, CA 94027

THIS MAP PREPARED BY:

John F. Cusumano
FROM INFORMATION FURNISHED BY
THE APPLICANT.



T-1087 22

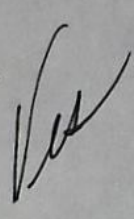
~~415-851-4192 No~~
Exch

35-1W-19

WATER RESOURCES DEPARTMENT

INTEROFFICE MEMO

TO: Sue James, Field Inspector
FROM: Ves Garner, Temporary WRS
SUBJECT: Transfers 4087 and 4088
DATE: January 30, 1992



In 1987 you attempted final proof surveys for transfers 4087 and 4088 filed by Dan Haas but apparently now owned by Tony Jelincich. Your reports were not sufficient to determine that proof was satisfactory.

Some correspondence with Jelincich took place after your attempted survey. He claims 35 acres were irrigated.

Here are the field forms and the recent correspondence.

Please attempt new final proof surveys. You may need to contact Jelincich for an appointment.

BEFORE THE WATER RESOURCES DIRECTOR OF OREGON

JACKSON COUNTY

IN THE MATTER OF THE APPLICATION)
 OF DAN F. HAAS FOR APPROVAL OF A)
 CHANGE IN PLACE OF USE OF WATER)
 - - - - -

ORDER APPROVING
 TRANSFER NO. 4088

On October 24, 1978, an application was filed in the office of the Water Resources Director by Dan F. Haas for approval of a change in place of use of water from Rogue River, pursuant to the provisions of ORS 540.510 to 540.530.

The certificate recorded at page 21242, Volume 15, State Record of Water Right Certificates, in the name of Dan F. Haas, describes a right which includes the use of not to exceed 1.32 cubic feet per second from Rogue River for irrigation of a certain 14.1 acres in NE $\frac{1}{4}$ NW $\frac{1}{4}$, 19.5 acres in NW $\frac{1}{4}$ NW $\frac{1}{4}$, 36.9 acres in SW $\frac{1}{4}$ NW $\frac{1}{4}$, 6.3 acres in SE $\frac{1}{4}$ NW $\frac{1}{4}$ and 28.2 acres in NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 31, Township 35 South, Range 1 West, W.M., with a date of priority of March 29, 1930.

Water for the said right is diverted, from a point located 1310 feet North and 750 feet East from the Southwest Corner of Section 20, being within the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 20, Township 35 South, Range 1 West, W.M.

The applicant herein proposes to change the place of use therefrom and, without loss of priority, to irrigate in lieu thereof a certain 9.5 acres in SW $\frac{1}{4}$ NE $\frac{1}{4}$, 4.0 acres in SE $\frac{1}{4}$ NW $\frac{1}{4}$, 7.5 acres in NE $\frac{1}{4}$ SW $\frac{1}{4}$, 8.0 acres in SE $\frac{1}{4}$ SW $\frac{1}{4}$, 36.0 acres in NW $\frac{1}{4}$ SE $\frac{1}{4}$ and 40.0 acres in SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 19, Township 35 South, Range 1 West, W.M.

Mr. David C. Hendrix, Watermaster, has filed a statement to the effect that the proposed change in place of use may be made without injury to existing rights.

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

NOW, THEREFORE, it hereby is ORDERED that the requested change in place of use, as described herein, without loss of priority, is approved.

It is FURTHER ORDERED that said water so transferred shall be applied to beneficial use on or before October 1, 1980.

It is FURTHER ORDERED that the certificate of water right recorded at page 21242, Volume 15, State Record of Water Right Certificates, is 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 the applicant herein.

Dated at Salem, Oregon this 21st day of November, 1978.

James E. Sexson¹²
Director

By *Steve L. Wheeler* Deputy

BEFORE THE WATER RESOURCES DIRECTOR OF OREGON

JACKSON COUNTY

IN THE MATTER OF THE APPLICATION)
 OF DAN F. HAAS FOR APPROVAL OF A)
 CHANGE IN PLACE OF USE OF WATER)

ORDER APPROVING
 TRANSFER NO. 4087

On October 24, 1978, an application was filed in the office of the Water Resources Director by Dan F. Haas for approval of a change in place of use of water from Rogue River, pursuant to the provisions of ORS 540.510 to 540.530.

The certificate recorded at page 33724, Volume 25, State Record of Water Right Certificates, in the name of Dan F. Haas, describes a right for the use of not to exceed 0.03 cubic foot per second from Rogue River for irrigation of a certain 2.0 acres in NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19, Township 35 South, Range 1 West, W.M., with a date of priority of November 2, 1951.

Water for the said right is diverted from a point located 1310 feet North and 750 feet East from the Southwest Corner of Section 20, being within the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 20, Township 35 South, Range 1 West, W.M.

The applicant herein, owner of the lands above described, proposes to change the place of use therefrom and, without loss of priority, to irrigate in lieu thereof a certain 2.0 acres in SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19, Township 35 South, Range 1 West, W.M.

Mr. David C. Hendrix, Watermaster, has filed a statement to the effect that the proposed change in place of use may be made without injury to existing rights.

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

NOW, THEREFORE, it hereby is ORDERED that the requested change in place of use, as described herein, without loss of priority, is approved.

It is FURTHER ORDERED that said water so transferred shall be applied to beneficial use on or before October 1, 1980.

It is FURTHER ORDERED that the certificate of water right recorded at page 33724, Volume 25, State Record of Water Right Certificates, is canceled; 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 the applicant herein.

Dated at Salem, Oregon this 21st day of November, 1978.

James E. Sexson ^{June}
Director

By *Walter K. Wheeler* Deputy

APPLICATION FOR EXTENSION OF TIME
FOR TRANSFER OF WATER RIGHT

Transfer 4088
RECEIVED

NOV 9 1984

WATER RESOURCES DEPT
SALEM, OREGON

To the WATER RESOURCES DIRECTOR OF OREGON:

I, TONY TELINCICH
(Name of Applicant)
of 3610 WOODSIDE RR., WOODSIDE CA, 94062
(Mailing Address) (City)
State of CALIF., 94062, (415) 592-8470,
(Zip Code) (Phone Number)

do hereby make application for an extension of time within which to complete a change in:

() point of diversion () place of use () use heretofore made

of water under the terms of an order of the Water Resources Director entered
on Nov. 6, 1984, approving Transfer 4088, in the name
of Tony Telincich

for Water is diverted from a point located 1310 feet North and 750 feet East from the Southwest corner of Section 20, being within the SW 1/4 SW 1/4 of Section 20, Township 35 South Range 1 West, W.M. (give location of your property, as shown on the order approving the transfer)

THE FOLLOWING HAS BEEN accomplished toward completion of the change within the time allowed, which expired on October 1, 1984:

35.0 ACRES

(if for irrigation, how many acres, total, are now irrigated)

TO FULLY COMPLETE the change, it will be necessary to accomplish the following: To irrigate in lieu thereof a certain 9.5 Acres in SW 1/4 NE 1/4, 4.0 acres in SE 1/4 NW 1/4, 7.5 Acres in NE 1/4 SW 1/4, 8.0 acres in SE 1/4 SW 1/4, 36.0 Acres in NW 1/4 SE 1/4 and 40.0 Acres in SW 1/4 SE 1/4 of Section 19, Township 35 South, Range 1 West, W.M.

I AM UNABLE TO COMPLETE the change under the terms of the order, within the time allowed, because PLEASE TURN OVER →

and request that the time for completion be extended to October 1, 1985.

(signature of applicant)

Ext to 10-1-85
005616
5026

MAIL COMPLETED APPLICATION AND FEE IN THE AMOUNT OF \$100 TO:
WATER RESOURCES DEPARTMENT
Mill Creek Office Park
555 13th Street, NE
Salem, Oregon 97310

\$ 100.00
11-9-84
44587

We bought the property in February of 1984 and worked on it as much as we could. We leveled and prepared for irrigation approximately 85 acres, installed irrigation pipes and equipment to irrigate 35 acres. The rest of the grading and installation for the irrigation system to fulfill the requested application would be done by October of 1985.

We would appreciate very much your understanding in this matter; please give us an extension to complete the work until October 1, 1985.

Thank you very much,

Tony
Jelincich

Application for Extension of Time

RECEIVED

SEP 16 1982

TO THE WATER RESOURCES DIRECTOR OF OREGON

WATER RESOURCES DEPT.
SALEM, OREGON

I, Estate of George Haas, by Veva Haas, Personal Representative
Name

12941 Modoc Road
Mailing Address

Central Point,
City

OR 97502
State

Zip

Transfer Nos.

record owner of water right permit No. 4088 & 4087 do hereby request that the time in which to:

☒ complete the construction of works and/or purchase and installation of the equipment necessary to the use of water, which time now expires on October 1, 1982, be extended to October 1, 1983 and/or the time in which to

☒ accomplish beneficial use of water to the full extent now intended under the terms of said permit, which time now expires on October 1, 1982 be extended to October 1, 1983.

I have accomplished the following described works and/or purchase and installation of equipment necessary to the use of water under said permit:

within the past year ~~XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX~~

Levelled 50 acres more...approximately.

prior to this past year irrigation system purchased and some ground levelled.

and have accomplished beneficial use of water to the extent of (IF FOR IRRIGATION, STATE HOW MANY ACRES HAVE BEEN IRRIGATED) none

(If additional space is required, attach separate sheet)

Veva Haas
(If signing for a corporation please identify your title)

Dated Sept. 14, 1982

MAIL COMPLETED APPLICATION AND STATUTORY FEE
OF \$10.00 TO:

20.00

Water Resources Department
Mill Creek Office Park
555 13th Street, N.E.
Salem, Oregon 97310

Ext to 10-1-83

SR4

0056-8 (3)

Application for Extension of Time for Transfer of Water Right

RECEIVED

NOV 21 1981

WATER RESOURCES DEPT
SALEM, OREGON

To the WATER RESOURCES DIRECTOR OF OREGON:

I, VEVA HAAS
(Name of applicant)
 of 12941 Modoc Road Central Point
(Mailing address) (City)
 State of Oregon 97502 826-3938
(Zip Code) (Phone number)

do hereby make application for an extension of time within which to complete
 a change in: ☐ point of diversion
☒ place of use
☐ use heretofore made of water

under the terms of an order of the Water Resources Director entered on
November 21, 1978, approving transfer application No. 4088,
 in the name of Dan F. Haas (transferred to George J. Haas) *

The following has been accomplished toward completion of the
 change within the time allowed, which expired on October 1, 1981:

Have 60 acres leveled, having worked approximately
20 acres in the past year.

(If for irrigation, how many acres, total, are now irrigated)

*If you are not the applicant named above, please explain your interest in
 this matter. I am the widow of George J. Haas, who applied for

the extension last year. I am one of the beneficial owners of
the property.

Ext to 10-1-82
 SRA

11-2-81
 \$20.00
 \$28181

To fully complete the change, it will be necessary to accomplish the following: Need to level about 45 more acres of uneven land to permit gravity flow of irrigation water.

I am unable to complete the change under the terms of the order, within the time allowed, because My husband George J. Haas died on August 22, 1981 and at the same time, I was hospitalized with a heart attack. I have just now become well enough to take care of business.

and request that the time for completion be extended to October 1, 1982.

AFFIDAVIT OF APPLICANT

I, VEVA HAAS, being first duly sworn, depose and say that I have read the above and foregoing application for extension of time; that I know the contents thereof, and the facts stated therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand this 30 day of October

1981.

Veva Haas

Subscribed and sworn to before me this 30 day of October, 1981

[Notarial Seal]

James D. Marshall
Notary Public for Oregon

My commission expires July 20, 1982

MAIL COMPLETED APPLICATION AND FEE IN THE AMOUNT OF \$ 20.00

TO:

Water Resources Department
MILL CREEK OFFICE PARK
555 13th STREET N.E.
SALEM, OREGON 97310

Application for Extension of Time

TO THE WATER RESOURCES DIRECTOR OF OREGON

RECEIVED

SEP 23 1980

WATER RESOURCES DEPT
SALEM, OREGONI, George J. Haas

Name

12941 Modoc Road

Mailing Address

Central Point

City

Oregon

State

97502

Zip

record owner of water right permit No. 4088, do hereby request that the time in which to:☒ complete the construction of works and/or purchase and installation of the equipment necessary to the use of water, which time now expires on October 1, 1980, be extended to October 1, 1982; and/or the time in which to☐ accomplish beneficial use of water to the full extent now intended under the terms of said permit, which time now expires on October 1, 19....., be extended to October 1, 19.....

I have accomplished the following described works and/or purchase and installation of equipment necessary to the use of water under said permit:

within the past year Have 40 acres partially leveled, needs some additional grading.Worked approximately 20 acres with heavy equipment during October 1, 1979 to present.prior to this past year Transfer of water rights from other land completed too late in 1978 season to permit work on land. Worked approximately 20 acres with heavy equipment during spring of 1979 to October 1, 1979.and have accomplished beneficial use of water to the extent of (IF FOR IRRIGATION, STATE HOW MANY ACRES HAVE BEEN IRRIGATED) None as yet

(If additional space is required, attach separate sheet)

George Haas

(If signing for a corporation please identify your title)

Dated September 22, 1980MAIL COMPLETED APPLICATION AND STATUTORY FEE
OF \$10.00 TO:Water Resources Department
Mill Creek Office Park
555 13th Street, N.E.
Salem, Oregon 97310Ext to 10/1/81
SAB9/23/80
#20605
\$10.00

RECEIVED

NOV 16 1978

WATER RESOURCES DEPT.
SALEM, OREGON

RECEIVED

OCT 24 1978

WATER RESOURCES DEPT.
SALEM, OREGON

Application for Transfer of Water Right

T-4088

To the WATER RESOURCES DIRECTOR OF OREGON:

I, Dan F. Haas

(Name of applicant)

of 1006 Niantic Avenue

(Mailing address)

Medford,

(City)

State of Oregon

97501

(Zip Code)

826-2526

(Phone number)

, do hereby make application for change

in place of use.

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

1. Is the water right recorded in your name? Yes, Dan F. Haas.

(If not, give name)

2. Was your water right determined by Decree of Court? No. If so, give title of proceedings

(Yes or No)

number of certificate

3. Was your water right acquired by Water Right Permit? Yes. If so, give number

(Yes or No)

of permit 9600 Number of certificate 21242.

A# 13351

NOTE: If the entire right of record is not directly involved in the requested change, only that part of the right that is directly involved should be considered in answering the balance of the questions on this form.

4. The source of water is Rogue River.

5. What is the date of priority of your water right? March 29, 1930.

6. The authorized point of diversion is located 1310 ft. N. and 750 ft. E. from the SW

(N. or S.)

(E. or W.)

corner of Sec. 20 being within the SW 1/4 SW 1/4 of Section 20 Tp. 35 S. R. 1 W. W. M.,

(No. N. or S.)

(No. E. or W.)

in the county of Jackson The name of the ditch used is pump.

NOTE: Answer question if the application is for change in point of diversion.

7. The proposed point of diversion is located _____ ft. _____ and _____ ft. _____ from the _____

(N. or S.)

(E. or W.)

corner of _____ being within the _____ 1/4 _____ 1/4 of Section _____ Tp. _____ R. _____ W. M.,

(No. N. or S.)

(No. E. or W.)

in the county of _____ The name of the ditch to be used is _____

EY 20 -
POU 29 75
Cert 2
51

8. The use to which the water is applied is irrigation.
(Irrigation, Mining, Power, Manufacturing, etc.)

Location of area irrigated, or place of use if other than irrigation:

Township North or South	Range E. or W. of Willamette Meridian	Section	List ¼-¼ of Section	Number Acres To Be Irrigated
35 S.	1 W.	31	NE¼ NW¼	14.1 acres
			NW¼ NW¼	^{19.5} 21.1 acres
			SW¼ NW¼	36.9 acres
			SE¼ NW¼	6.3 acres
			NW¼ SW¼	28.2 acres
			Total	^{105.0} 106.6 acres

(If more space required, attach separate sheet)

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

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

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

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

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

NATURE OF ENCUMBRANCE	HELD BY	AMOUNT

13. The use to which the water is to be applied is irrigation.
(Irrigation, power, mining, manufacturing, domestic supplies, etc.)

Location of area to be irrigated, or place of use if other than irrigation:

Township North or South	Range E. or W. of Willamette Meridian	Section	List ¼-¼ of Section	Number Acres To Be Irrigated
35 S.	1 W.	19	SW¼ NE¼	9.5 acres
			SE¼ NW¼	4.0 acres
			NE¼ SW¼	7.5 acres
			NW¼ SE¼	^{36.0} 37.6 acres
			SE¼ SW¼	8.0 acres
			SW¼ SE¼	40.0 acres

(If more space required, attach separate sheet)

Total 106.0 acres

14. Reasons for the proposed changes are to better facilitate the use of water.

15. Construction work will be completed on or before October 1, 1979.

16. The water will be completely applied to the proposed use on or before October 1, 1980.

Remarks Sale of land on condition of transfer of water rights. All parties involved signed waiver to allow Dan F. Haas to transfer water rights.

THIS APPLICATION PREPARED BY:

John F. Cummins

FROM INFORMATION FURNISHED BY

THE APPLICANT.

CORRECTIONS APPROVED BY

Dan F. Haas

11/15/78

NOTE: THIS APPLICATION MUST BE ACCOMPANIED BY A MAP OR MAPS SHOWING THE BEFORE AND AFTER LOCATIONS OF THE POINT OF DIVERSION AND/OR PLACE OF USE, AS THE CASE MAY BE.

AFFIDAVIT OF APPLICANT

I, Dan F. Haas, 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 19th day of October, 1978

x Dan F. Haas
(Name of applicant)

Subscribed and sworn to before me this 19th day of October, 1978.

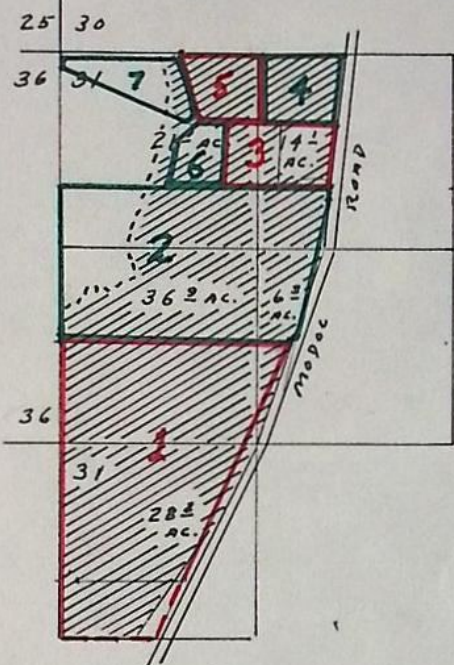
[Notarial Seal]

John F. Cummins
NOTARY PUBLIC FOR OREGON

My commission expires 21 JANUARY 1980

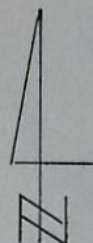


T. 35S. R. 1 W. W. M.
PRESENT PLACE OF USE



T-4088

SCALE 4" = 1 MILE



10-23-78

MAP TO ACCOMPANY APPLICATION
OF DAN F. HAAS FOR CHANGE IN
PLACE OF USE ON PERMIT # 9600
PRIORITY MARCH 29, 1930

- ✓ 1 - Mary & Harry Gerstin
- ✓ 2 - Fred D. & Robert E. Pprie
- ✓ 3 - Wilbur E. & Angelan K. White
- 4 - Fred H. & Virginia L. Goings (seller)
- ✓ Herbert T. & Valaria Reha (buyer)
- 5 - Fred H. & Virginia L. Goings
- ✓ % Beldon G. & Jean A. Fricke
- 6 - Fred H. & Virginia L. Goings (seller)
- ✓ Larry G. & Nancy J. Benedict (buyer)
- ✓ 7 - Fred H. & Virginia L. Goings (seller)
- Beldon G. & Jean A. Fricke buyer

THIS MAP PREPARED BY:

Dan F. Haas
FROM INFORMATION FURNISHED BY
THE APPLICANT.

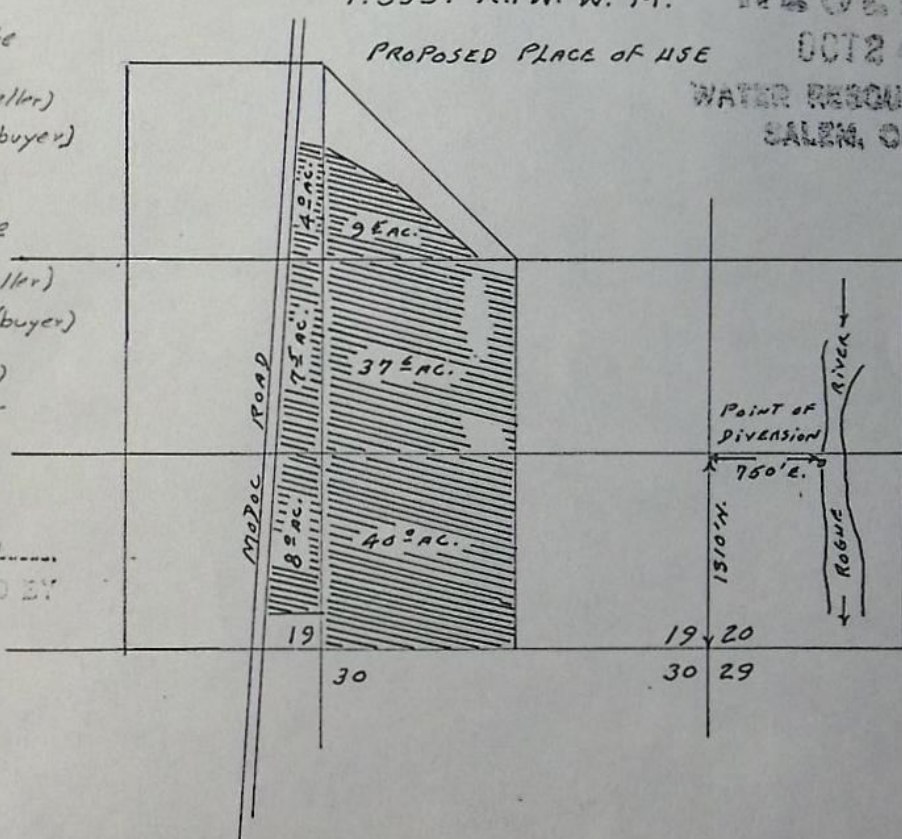
T. 35S. R. 1 W. W. M.

PROPOSED PLACE OF USE

RECEIVED

OCT 24 1978

WATER RESOURCES DEPT.
SALEM, OREGON



GOINGS
GRESTIN
302

614098 Vol. 578 Page 300

KNOW ALL MEN BY THESE PRESENTS, That Wm. SAMUEL CHESSE and SHIRLEY CHESSE, husband and wife, FRED H. GOINGS and VIRGINIA L. GOINGS, husband and wife, FRED D. PARIS and ROBERTA E. PARIS, husband and wife, grantor, in consideration of T. E. N. and no/100 Dollars, and other valuable consideration, to us paid by MARY GERSTIN and HARRY GERSTIN, wife and husband, do hereby grant, bargain, sell and convey unto the said grantee S., their heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Jackson and State of Oregon, bounded and described as follows, to-wit:

Beginning at a point on the West line of Section 31, Township 35 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon, which point bears South 0°09'43" West 1946.05 feet from the Northwest corner of said Section; thence East 1558.30 feet to the Westerly line of Modoc Road; thence along said road, South 23°06'30 West 1758.98 feet to the South line of the Northwest Quarter of the Southwest Quarter of said Section; thence North 89°42' West along said line 698.79 feet to the West line of said Section; thence North 0°09'43" East 2024.0 feet to the point of beginning, containing 52.48 acres.

6-3

31-35-1W-3-3
35-1W-31-302 (out of 300)
31-35-1W-3-1
351W 31-500

To Have and to Hold the above described and granted premises unto the said grantee S., their heirs and assigns, forever. And the grantor S. do covenant that we are lawfully seized in fee simple of the above granted premises free from all incumbrances, except that part lying within public roads, reservations, rights of way, and easements now of record.

and that we will and our heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

Witness our hand and seal this 21 day of August, 1964.
Fred D. Paris (SEAL)
Robert E. Paris (SEAL)
STATE OF California ss.
County of Los Angeles

BE IT REMEMBERED, That on this 21 day of August, 1964, A.D. 1964, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Samuel Chess and Shirley Chess husband and wife, Fred H. Goings and Virginia L. Goings husband and wife, Mary Gerstin and Harry Gerstin, wife and husband, all known to me to be the identical individual S. described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.

Mabel B. Mallory
Notary Public for Oregon

My Commission Expires 12-7-64 MABEL B. MALLORY
MY COMMISSION EXPIRES JAN. 1965

State of Oregon } ss.
County of Jackson }
I hereby certify that the within instrument of writing was received and filed at Medford, O., on the 7 day of Aug, 1964, and is recorded in Book 5250 Records for Jackson County, Oregon.
E. M. Wood County Clerk By Shirley Chess Deputy

RETURN TO
Grantor
5250 Middle Street
Rolling Hills Estates
California

Order No. 85188

(Jackson 31-35-1W-3-3)

T-4088

RECEIVED
OCT 24 1978
WATER RESOURCES DEPT.
SALEM, OREGON

614098
WARRANTY DEED
County of JACKSON
JACKSON COUNTY TITLE CO.
121 E. 6th St. Phone Spring 3-4351
Medford, Oregon

614100

Vol. 578 Page 302

KNOW ALL MEN BY THESE PRESENTS, That we, SAMUEL CHESSE and SHIRLEY CHESSE, husband and wife, FRED H. GOINGS and VIRGINIA L. GOINGS, husband and wife, MARY GERSTIN and HARRY GERSTIN, husband and wife, grantor, in consideration of TEN and no/100 Dollars, and other valuable consideration to us, paid by FRED D. PARIS and ROBERTA E. PARIS, husband and wife, grantee, do hereby grant, bargain, sell and convey unto the said grantee, their heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Jackson and State of Oregon, bounded and described as follows, to-wit:

Beginning at a point on the West line of Section 31, Township 35 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon, which point bears South 0°09'43" West 908.09 feet from the Northwest corner of said Section; thence East 1798.56 feet to the Westerly line of Modoc Road; thence along said Road, South 3°32'30" West 61.28 feet; thence along the arc of a 2825.0 foot radius curve right (the long chord of which bears South 13°19'30" West 960.07 feet), a distance of 964.75 feet; thence South 23°06'30" West 46.29 feet; thence West 1553.30 feet to the West line of said Section; thence North 0°09'43" East along said line 1037.96 feet to the point of beginning, containing 40.0 acres.

6-3

31-35-1W-3
351W 31-300

STW

JV 65-5557

Fall replacer

To Have and to Hold the above described and granted premises unto the said grantee, their heirs and assigns, forever.

And the grantor, do covenant that we, AKA, lawfully seized in fee simple of the above granted premises free from all incumbrances, except that part lying within public roads, reservations, rights of way, and easements now of record.

and that we, will and our heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

Witness our hand and seal this 19 day of 1964.

Mary Gerstin
Shirley Chess

Samuel Chess (SEAL)

STATE OF OREGON, Clatsop

Shirley Chess (SEAL)

County of Jackson

Samuel Chess

BE IT REMEMBERED, That on this 12 day of December, A.D. 1964, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Samuel Chess and Shirley Chess husband and wife, Fred H. Goings and Virginia L. Goings, husband and wife, Mary Gerstin and Harry Gerstin, wife and husband, who are known to me to be the identical individual(s) described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.

Mabel B. Malley
Notary Public for Oregon

My Commission Expires 12-7-64 MABEL B. MALLEY
MY COMMISSION EXPIRES JAN. 20, 1964

RETURN TO

State of Oregon } ss.
County of Jackson }

I hereby certify that the within instrument of writing was received and filed at Medford, Or. the 7 day of December, 1964 and is recorded in 12-7-64 Records for Jackson County, Oregon.
By M. J. Smith County Clerk By John B. Smith Deputy

Grantee
687 Airport Blvd.
Medford, Oregon

Order No. 85139

614100

WARRANTY DEED

Courtesy of
JACKSON COUNTY TITLE CO.
131 E. 6th St. Phone Spring 3-4551
Medford, Oregon

E S C R O W S

P U B L I C I N S U R A N C E

T-4088

RECEIVED

OCT 24 1978

WATER RESOURCES DEPT.
SALEM, OREGON

GOINGS
WHITE
303

CTIS 15078

7-3-1 351W31

WARRANTY DEED
(Subject to Taxation by County)

CRATER TITLE INSURANCE CO. P.O. BOX 336- 804 W. MAIN ST., - MEDFORD, OREGON

70-00563

KNOW ALL MEN BY THESE PRESENTS, That FRED H. GOINGS and VIRGINIA I. GOINGS
husband and wife

grantor...s.
in consideration of SEVENTY-TWO HUNDRED and NO/100ths Dollars,
said consideration includes the trade of other property
to them paid by WILLIAM E. WHITE and ANGELAN E. WHITE
husband and wife, grantees,
do hereby grant, bargain, sell and convey unto the said grantees, as tenants by the entirety, their heirs
and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated
in the County of JACKSON and State of Oregon, bounded and described as follows,
to-wit:

351W31

SEE LEGAL DESCRIPTION ATTACHED

70-00563

Commencing at a point on the West line of Section 31, Township 35 South, Range 1 West of the Willamette Meridian in Jackson County, Oregon, which bears South 0° 09' 43" West, 908.09 feet from the Northwest corner of said Section; thence East, 1080.28 feet to a 5/8" iron pin for the true point of beginning; thence North 3° 32' 30" East, 447.94 feet to a 5/8" iron bar on the South line of an existing roadway; thence East along said South line, 360.0 feet to a 5/8" iron bar; thence South 3° 32' 30" West, 447.94 feet to a 5/8" iron bar; thence West, 360.0 feet to the true point of beginning.

ALSO: Commencing at a point on the West line of Section 31, in Township 35 South, Range 1 West of the Willamette Meridian in Jackson County, Oregon, which bears South 0° 09' 43" West, 908.09 feet from the Northwest corner of said Section; thence East, 1440.28 feet to a 5/8" iron bar for the true point of beginning; thence North 3° 32' 30" East, 447.94 feet to a 5/8" iron bar on the South line of an existing roadway; thence East along the said South line, 299.95 feet to a 5/8" iron bar; thence on a curve to the right, which curve has a radius of 200.0 feet and an interior angle of 3° 32' 30", a distance of 10.50 feet to a 5/8" iron bar; thence South 85° 27' 30" East, 49.45 feet to the Westward right of way line of Modoc Road; thence South 3° 32' 30" West along said right of way line, 444.55 feet to a 5/8" iron bar; thence West, 360.0 feet to the true point of beginning.

Code 6-3 Account 351W 31 Tax Lot 301 (part of)
SUBJECT TO: 351W31-303

1. Easements for transmission and distribution of electricity, granted The California Oregon Power Company, as set forth in Volume 229, Page 275, and Volume 240, Page 148, Jackson County, Oregon, Deed Records.

2. All materials peculiarly essential to the production of fissionable material, contained in whatever concentration, in deposits in the lands, and all rights in connection therewith, reserved by the United States of America, in Deed recorded in Volume 301, Page 390, Jackson County, Oregon, Deed Records.

3. All water rights for pumping from the Rogue River for irrigation purposes reserved in deeds recorded in Volume 564, Pages 22 and 23, Jackson County, Oregon, Deed Records.

RESTRICTIONS

1. No commercial farming activities of any kind or character shall be conducted on the within described premises. This is not intended to limit Grantees in the matter of raising stock or having horses or other domestic animals for family use only. All animals shall be kept in a manner to conform with paragraph 2 hereof. Commercial activity may be conducted on the within described premises so long as it is lawfully and quietly conducted and does not unreasonably interfere with the use and enjoyment of adjoining properties.

No noxious or offensive trade or activity shall be carried on upon any portion of the premises, nor shall anything be done thereon in such a manner as to create or be a nuisance or any unreasonable annoyance to the neighborhood. This shall include but not be limited to any unusual accumulations of manure, refuse or other noxious waste materials.

2-2-70
railer, basement, tent, shack, garage, other out-building, or dwelling house with shed exterior walls erected on any portion of the within described premises shall not be used, temporarily or permanently, as a residence.

T-4088
RECEIVED
OCT 24 1978
WATER RESOURCES DEPT.
SALEM, OREGON

GOINGS
REHA
308

A

FORM No. 7 CONTRACT—REAL ESTATE—Monthly Payments

72-11223

JU 73-03053

73-03055

THIS CONTRACT, Made this 15th day of September, 1968, between
FRED H. GOINGS and VIRGINIA L. GOINGS, husband and wife
hereinafter called the seller, and HERBERT T. REHA and VALERIA REHA, husband and wife

hereinafter called the buyer,
WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made
as hereinafter specified, the seller hereby agrees to sell to the buyer and the buyer agrees to purchase from the
seller the following described real estate, situate in the County of Jackson
State of Oregon, to-wit:

DESCRIPTION ATTACHED
as exhibit "A"

THIS CONTRACT IS SUBJECT TO RESTRICTIONS ATTACHED HERETO AS EXHIBIT "B"

351W 30-401

351W 31-308 outy
4.47 301

for the sum of SIX-THOUSAND and NO/100ths Dollars (\$ 6,000.00)
(hereinafter called the purchase price), on account of which NONE
Dollars (\$) is paid on the execution hereof (the receipt of which is hereby acknowledged by the
seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$ 6,000.00) to the order
of the seller in monthly payments of not less than FIFTY and NO/100ths Dollars (\$ 50.00)
each, including interest at the rate of Five (5) per cent per annum

payable on the 1st day of each month hereafter beginning with the month of October, 1968,
and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time;
all deferred balances of said purchase price shall bear interest at the rate of 5 per cent per annum from
September 10, 1968 until paid, interest to be paid monthly and being included in
the minimum monthly payments above required. Taxes on said premises for the current tax year shall be pro-
rated between the parties hereto as of the date of this contract.

The buyer shall be entitled to possession of said land on September 10, 1968, and may retain such possession as long as
he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now on hereafter
erected, in good condition and repair and will not suffer or permit any waste or destruction thereof; that he will keep and preserve free from encumbrances
and all other liens and taxes the entire premises thereon and thereunder and will pay for all taxes and assessments levied upon the same by any authority having
jurisdiction thereof, as well as all water rents, public charges and municipal taxes which here-
after lawfully may be imposed upon said premises, all promptly before the same or any part thereof become due; that at buyer's expense, he will
maintain and keep insured all buildings now or hereafter erected on said premises against fire or damage by fire (such extended coverage) in an amount
the insurable amount of improvements

not less than \$100,000 in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as
these respective interests may appear and all policies of insurance to be delivered to the seller as soon as issued. Now if the buyer shall fail to pay any
such taxes, rents, water rents, fees, or charges or to preserve and pay for such insurance, the seller may do so and any payment so made shall be added
to and become a part of the debt secured by this contract and shall bear interest at the rate above stated, without waiver, however, of any right arising to
the seller by buyer's breach of contract.

The seller agrees that at his expense and within 30 days after the date of this contract, he will furnish unto buyer a title insurance policy insur-
ing for an amount equal to said purchase price against title in and to said premises in the seller on or subsequent to the date of this agreement,
and except the usual printed exceptions, and the building and other improvements and accessories now or hereafter erected, if any. Seller also agrees that when
said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and valid and clear title deed conveying said
premises in fee simple unto the buyer, his heirs and assigns, free and clear of all encumbrances as of the date hereof and free and clear of all encumbrances
which said title deed, provided no action by, through or under seller, excepting, however, the said encumbrances and restrictions and the taxes, municipal
taxes, water rents and public charges, created by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

And it is understood, agreed and between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the
payments above required, or any of them, punctually within ten days of the time limited thereby, or fail to keep any agreement herein contained, then
the seller at his option shall have the following rights: (1) to declare this contract null and void; (2) to declare the whole unpaid principal balance of
said purchase price with the interest thereon at once due and payable and for (3) to foreclose this contract by suit in equity, and in any of such cases,
all rights and interest created by this contract in favor of the buyer or against the seller hereunder shall utterly cease and determine and the right to the
premises in fee simple shall be retained and all other rights acquired by the buyer hereunder shall cease and the seller without any act
of recovery, or any other act of said seller to be performed and without any right of the buyer at redemption, reinstatement or compensation for moneys paid
or advanced in the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case
of suit for all of said payments or interest made on this contract by or for the seller, he and his heirs and assigns shall have the right immediately, or at any time thereafter, to
enter upon the land secured, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances
thereon or thereunto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect
his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any sub-
sequent breach of any such provision, or of any breach of the provisions hereof.

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the
trial court may award as attorney's fees in an action brought by the seller and if an appeal is taken from any judgment or decree of
such trial court, the buyer further promises to pay such sum as the appellate court shall award as attorney's fees on such appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person, that if the contract so requires, the singu-
lar pronoun shall be taken to mean and include the plural, the feminine and the masculine, and that generally all grammatical changes shall
be made, amended and applied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals in duplicate on this, the
day and year first above written.

Herbert T. Reha (SEAL)

Valeria Reha (SEAL)

Fred H. Goings (SEAL)

Virginia L. Goings (SEAL)

*Strike wherever phrase not applicable.
(For mutual acknowledgment, see reverse)

T-4088
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OCT 24 1978
WATER RESOURCES DEPT.
SALEM, OREGON

72-14223

TAX LOT 308

EXHIBIT "A"

TRACT 5 of SURVEY #3624

Beginning at a point that is North 0° 09' 32" East, 46.07 feet and East, 1353.84 feet from the Section corner common to Sections 25, 30, 31 and 36, Township 35 South, Range 1 West, Willamette Meridian, Jackson County, Oregon; thence continue East, 502.68 feet to a 5/8 inch iron pin on the West line of MoJoc County Road; thence South 3° 32' 30" West, along said West line, 431.44 feet to a 5/8 inch iron pin on the North line of an existing roadway; thence along said North line, North 86° 27' 30" West, 49.45 feet to a 5/8 inch iron pin; thence on a curve to the left, which curve has a radius of 200.0 feet and an interior angle of 3° 32' 30", a distance of 14.22 feet to a 5/8 inch iron pin; thence West 411.24 feet to a 5/8 inch iron pin; thence leaving said North line of said road and running North 447.08 feet to the point of beginning.

T-4088
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WATER RESOURCES DEPT.
SALEM, OREGON

351W31-307

OFFICIAL RECORD OF DESCRIPTIONS OF

RP

1

15034-1

6-3

ACCOUNT NUMBER

OFFICE OF COUNTY ASSESSOR, JACKSON C

PARENT 301

351W31

00307

00603

MEMBER

AL PHOTO

307

TAX LOT NUMBER

SECTION

31

TOWNSHIP

35

S

RANGE

1W

W.M.

MAP NO.

351W31

LOT

BLOCK

NO.

NO.

ADDITION

CITY

INDENT EACH NEW
COURSE TO THIS LINE

LEGAL DESCRIPTION

DEED RECORD

ACRES
REMAINING

YEAR

VOLUME

PAGE

Goings, Fred H & Virginia L % Fricke, Beldon G
& Jean A (C) (Inst in 351W30-403)

Bg at the NW cor of sec 31, T 35S, R 1W, WM, JCO;
thence E 805.69' to pob;
thence cont E 548.15';
thence S 447.08';
thence W 428.08';
thence N 15°02' W 462.92' to pob.

(For TL Only)

1964 Part of 578 299
Being part of
O.R. 72-14222
JV 73-03052

T-4088

RECEIVED

OCT 24 1978

WATER RESOURCES DEPT.
SALEM, OREGON

72-11221

JU 73-03053

THIS CONTRACT, Made the 17th day of April, 1969, between
 FRED H. GOINGS and VIRGINIA L. GOINGS, husband and wife or the survivor
 of the County of Jackson and State of Oregon, hereinafter called
 the first party, and LARRY G. BERNEDICT and KIMCY J. BERNEDICT, husband and wife or the
 survivor of the County of California, hereinafter called the second party,
 WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made
 as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the follow-
 ing described real estate, situate in the County of Jackson, State of Oregon, to-wit:

EXHIBIT "A"

TRACT 8 of SURVEY #3624

Commencing at a point on the West line of Section 31, Township 35 South, Range 1
 West, Willamette Meridian, Jackson County, Oregon, which bears South 0° 09' 43"
 West, 908.09 feet from the Northwest corner of said Section; thence East 707.65
 feet to a 5/8 inch iron pin on the East line of an existing roadway, for the true
 point of beginning; thence along said roadway, North 12° 42' East, 338.34 feet
 to a 5/8 inch iron pin; thence along the arc of a 150.00 foot radius curve to
 the right (the long chord of which bears North 51° 21' East, 187.37 feet), a
 distance of 202.37 feet to a 5/8 inch iron pin; thence East 179.37 feet to a 5/8
 inch iron pin; thence leaving said existing roadway and running South 3° 32'
 30" West, 447.94 feet to a 5/8 inch iron pin that is East of the point of begin-
 ning; thence West, 372.43 feet to the true point of beginning.

THIS CONTRACT IS SUBJECT TO RESTRICTIONS ATTACHED HERETO AS EXHIBIT "B"

for the sum of SIX THOUSAND and NO/100ths Dollars (\$ 6,000.00)
 on account of which One hundred and NO/100ths Dollars (\$ 100.00)
 is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the re-
 mainder to be paid to the order of the first party with interest at the rate of 7 per cent per annum from
 May 1, 1970, on the dates and in amounts as follows:

Installments of \$50.00 per month beginning May 1, 1969. Subsequent installments due
 on or before the 1st day of each and every month thereafter until the full sum, both
 principal and interest is paid. The first 12 payments is to be applied to principal
 only. Interest shall begin May 1, 1970.

This contract may be paid in full at any time without penalty.

The second party, in consideration of the premises, hereby agrees to pay all taxes hereafter levied and all public and municipal loans and assessments hereafter lawfully imposed upon said premises, all promptly and before the same or any part thereof become past due, that he will keep all buildings and other improvements placed thereon insured in favor of the first party against loss or damage by fire (with extended coverage) in an amount not less than \$100,000.00.

In a company or companies satisfactory to first party, and will have all policies of insurance on said premises made payable to the first party as first party's interest may appear and will deliver all policies of insurance on said premises to the first party as soon as secured. All improvements placed thereon shall remain, and shall not be removed before final payment is made for and above described premises.

In case the second party or those claiming under him, shall pay the several sums of money aforesaid, punctually and at the times above specified, and shall strictly and lawfully perform all and singular the agreements and stipulations aforesaid, according to the true intent and force thereof, then the first party shall deliver unto the order of the second party, upon the surrender of this agreement, a title insurance policy insuring title as of this or subsequent date and a good and sufficient deed of conveyance, conveying said premises in fee simple, free and clear of encumbrances, excepting, however, the above mentioned taxes and assessments.

and all liens and encumbrances created by the second party, or second party's assigns.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, then the first party shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and (3) to enforce the contract by suit in equity, and in any of such cases, all the right and interest hereby created in then existing in favor of the second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and exist in the first party without any declaration of forfeiture or act of re-entry, or without any other act by first party to be performed and without any right of the second party of redemption or compensation for money paid or for improvements made on absolutely fully and perfectly as if this agreement had never been made.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 6000.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (include which)

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to pay each sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in and out of action and if an appeal is taken from any judgment or decree of such trial court, the buyer further promises to pay such sums as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall in no way affect first party's right hereunder to enforce the same, nor shall any waiver by said first party of any breach of any provision hereof be held to be a waiver of any succeeding breach thereof or as a waiver of the provisions thereof.

In construing this contract, it is understood that the first party or the second party may be more than one person, that if the contract so requires, the singular person shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereto by order of its board of directors.

Fred H. Goings
 Virginia L. Goings
 Larry G. Benedict
 Kimcy J. Benedict

NOTES—The sentence between the symbols @, if not applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.
 [For material acknowledgment, see reverse]

10-19-72

T-4088
 RECEIVED

OCT 24 1978

WATER RESOURCES DEPT.
 SALEM, OREGON

72-14221

J073-03052
73-03054

THIS CONTRACT, Made this 26th day of AUGUST, 1968, between
FRED H. GOINGS and VIRGINIA L. GOINGS, husband and wife
of the County of Jackson and State of Oregon, hereinafter called
the first party, and Beldon G. FRICKE and JEAN A. FRICKE, husband and wife

of Jackson County and State of Oregon, hereinafter called the second party,

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made
as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the follow-
ing described real estate, situate in the County of Jackson, State of Oregon, to-wit:

DESCRIPTION ATTACHED
as Exhibit "A"

5.78
5.78

THIS CONTRACT IS SUBJECT TO RESTRICTIONS ATTACHED HERETO AS EXHIBIT "B".

3510031-306 out of

for the sum of NINE-THOUSAND-EIGHT-HUNDRED-FIFTY and NO/100ths Dollars (\$9,850.00) 301
on account of which ONE-HUNDRED and NO/100ths Dollars (\$100.00)
is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the re-
mainder to be paid to the order of the first party with interest at the rate of 7 per cent per annum from
September 1, 1968, on the dates and in amounts as follows:

Installments of not less than \$50.00 per month, including interest. First installment
due on or before September 1, 1968, and subsequent installments due on or before the
1st day of each and every month thereafter until the full sum, both principal and in-
terest is paid.

351430-402

This contract may be paid in full at any time without penalty.

6-3

out of 401

0.85
leg

Taxes for the current tax year shall be prorated between the parties herein as of the date of this contract. The second party, in
consideration of the premises, hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments here-
after lawfully imposed upon said premises, all promptly and before the same or any part thereof become past due. That he will keep
all buildings now or hereafter erected on said premises insured in favor of the first party against loss or damage by fire (with extended
coverages) in an amount not less than the insurable amount of improvements, in a company or com-
panies satisfactory to first party, and will have all policies of insurance on said premises payable to the first party as first party's
interest may appear and will deliver all policies of insurance on said premises to the first party as soon as insured.
All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above described
premises.

The first party agrees that at his expense and within 30 days after full payment
he will furnish unto second party a
title insurance policy insuring (in an amount equal to said purchase price) said title in and to said premises in the first party
on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and
covenants now of record. If any first party also agrees that when said purchase price is fully paid and upon request and upon sur-
render of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the second party, his
heirs and assigns free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed,
permitted or arising by through or under first party, excepting, however, the said encumbrances and restrictions and the taxes, municipal
liens, water rents and public charges as assumed by the second party and further excepting all liens and encumbrances created by the
second party or his assigns.

If in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and
at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict per-
formance being specified in the deed of this agreement, then the first party shall have the following rights: (1) to declare this
contract null and void; (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and
payable and so fill in foreclose this contract by suit in equity; and in any of such cases, all the right and interest hereby created or then
existing in favor of the second party shall under this agreement, shall utterly cease and determine, and the premises aforesaid shall
revert and result to the first party without any declaration of forfeiture or act of re-entry, or without any other act by first party to be
performed and without any right of the second party of reclamation or compensation for money paid or for improvements made as above-
said. Fully and perfectly as if this agreement had never been made.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees
to pay such sum as the trial court may award as attorney's fees to be allowed plaintiff in said suit or action and if an
appeal is taken from any judgment or decree of such trial court, the buyer further promises to pay such sum as the appellate court shall
adjudge reasonable as plaintiff's attorney's fees on such appeal.

The second party further agrees that failure by the first party at any time to require performance by the second party of any
provision hereof shall in no way affect first party's right hereunder to enforce the same, nor shall any waiver by said first party 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 pro-
vision itself.

In construing this contract, it is understood that the first party or the second party may be more than one person; that if the
contract so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter,
and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corpora-
tions and to individuals.

IN WITNESS WHEREOF, The said parties have hereunto set their hands in duplicates the day and
year first above written.

10-19-72

(For notarial acknowledgment, see reverse)

Not in 351031-306
Fred H. Goings (SEAL)
Virginia L. Goings (SEAL)
Beldon G. Fricke (SEAL)
Jean A. Fricke (SEAL)

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NOV 16 1978

WATER RESOURCES DEPT.
SALEM, OREGON

72-14221

EXHIBIT "A"

TRACT 3 OF SURVEY #3624

Beginning at the Section corner common to Sections 25, 30, 31 and 36, Township 35 South, Range 1 West, Willamette Meridian, Jackson County, Oregon; thence South 0° 09' 43" West, along the West line of Section 31, a distance of 100.0 feet, thence South 66° 25' 20" East, 867.53 feet to a 5/8 inch iron pin on the Westerly line of an existing road; thence along the arc of a 283.32 foot radius curve right (the long chord of which bears North 70° 40' 30" East, 138.98 feet) a distance of 141.66 feet; thence North 15° 02' West, 462.92 feet; thence West 805.69 feet to a point on the West line of Section 30 of said Township and Range; thence South 0° 09' 32" West, along the said West line, 46.07 feet to the point of beginning.

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NOV 16 1978
WATER RESOURCES DEPT.
SALEM, OREGON

I, Mary Berstine, do not object
to having the water rights appurtenant to my land under
application no. 13351, permit no. 9600, certificate no. 21242,
priority March 29, 1930, transferred to property owned by
Dan F. Haas in Township 35 South, Range 1 West, Section 19.

Signed

Mary Berstine

Dated

10. 30. 78**RECEIVED**

NOV 16 1978

WATER RESOURCES DEPT.
SALEM, OREGON

Angela K. White

I, Wilbur E. White, do not object to having the water rights appurtenant to my land under application no. 13351, permit no. 9600, certificate no. 21242, priority March 29, 1930, transferred to property owned by Dan F. Haas in Township 35 South, Range 1 West, Section 19.

Signed

Wilbur E. White

Dated

Sept. 29, 1978

Angela K. White

RECEIVED

OCT 24 1978

WATER RESOURCES DEPT.
SALEM, OREGON

I, Belson G. Truick, do not object to having the water rights appurtenant to my land under application no. 13351, permit no. 9600, certificate no. 21242, priority March 29, 1930, transferred to property owned by Dan F. Haas in Township 35 South, Range 1 West, Section 19.

Signed

Belson G. Truick

Dated

9-22-78

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WATER RESOURCES DEPT.
SALEM, OREGON

I, Herbert T. Reha, do not object to having the water rights appurtenant to my land under application no. 13351, permit no. 9600, certificate no. 21242, priority March 29, 1930, transferred to property owned by Dan F. Haas in Township 35 South, Range 1 West, Section 19.

Signed Herbert T. Reha
Dated Sept 21 - 1978
Valerie Reha

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WATER RESOURCES DEPT.
SALEM, OREGON

I, Larry S. Benedict, do not object to having the water rights appurtenant to my land under application no. 13351, permit no. 9600, certificate no. 21242, priority March 29, 1930, transferred to property owned by Dan F. Haas in Township 35 South, Range 1 West, Section 19.

Signed Larry S. Benedict
Dated Sept. 19, 1978
Nancy J. Benedict

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WATER RESOURCES DEPT.
SALEM, OREGON

I, DAVID A. PARIS ^{FRED D. PARIS AND ROBERT M. E. PARIS} for _____, do not object

to having the water rights appurtenant to my land under
application no. 13351, permit no. 9600, certificate no. 21242,
priority March 29, 1930, transferred to property owned by
Dan F. Haas in Township 35 South, Range 1 West, Section 19.

David A. Paris, EXECUTOR OF THE
ESTATE OF Fred D. Paris and
Signed Robert M. E. Paris

Dated 9-30-78

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OCT 24 1978

WATER RESOURCES DEPT.
SALEM, OREGON

T-4088

I, as executor, do not object
to having the water rights appurtenant to my land under
application no. 13351, permit no. 9600, certificate no. 21242,
priority March 29, 1930, transferred to property owned by
Dan F. Haas in Township 35 South, Range 1 West, Section 19.

Signed Virginia L. Loring
Dated 10-10-78

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OCT 24 1978
WATER RESOURCES DEPT.
SALEM, OREGON

TOWNSHIP <u>35 S</u> RANGE <u>1 W</u> W. M. <u>Card #1</u> SECTION <u>31</u>																						
NE				NW				SW				SE				APPLICA- TION NUMBER	PERMIT NUMBER	CERTIFI- CATE NUMBER				
NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE							
			<u>Lot 1</u> <u>Lot 5</u>								<u>Lot 2</u> <u>Lot 3</u>	<u>Lot 1 - Lot 2</u> <u>Lot 4 Lot 3</u>										
TOTAL ACREAGE IN SUBDIVISION AS SHOWN ON GOVERNMENT PLAT																						
<u>40³⁷</u> <u>40²¹</u>				<u>40²⁴</u> <u>39⁸¹</u>																		
<u>40</u>	<u>40</u>	<u>40</u>	<u>20</u>	<u>160</u>				<u>80</u>	<u>35</u>	<u>40</u>	<u>20</u>	<u>Sp order</u>				<u>197</u>	<u>298</u>					
<u>40</u>	<u>40</u>	<u>40</u>	<u>5</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>30</u>	<u>10</u>		<u>V. 4</u>	<u>476</u>	<u>666</u>						
<u>40</u>	<u>25</u>	<u>40</u>	<u>20</u>	<u>10</u>				<u>35</u>	<u>5</u>	<u>25</u>	<u>35</u>	<u>20</u>		<u>P 182</u>	<u>Modified</u> <u>197</u>	<u>298</u>						
																<u>INCHDATE</u>						
																<u>40 Decree, Vol 4 Page 43</u>						
<u>40</u>	<u>40</u>	<u>30</u>	<u>23</u>	<u>17</u>	<u>27</u>	<u>19</u>	<u>35</u>	<u>13</u>	<u>8</u>	<u>25</u>				<u>3</u>	<u>20</u>	<u>7841</u>	<u>5015</u>	<u>9693</u>				
<u>65</u>				<u>9</u>				<u>16</u>	<u>2</u>	<u>24</u>				<u>13351</u> <u>9600</u>								
<u>1</u>				<u>7</u>				<u>Pond</u>				<u>4</u>				<u>14581</u>	<u>10577</u>	<u>11896</u>				
<u>1</u>				<u>7</u>				<u>4</u>				<u>17755</u>				<u>13446</u>	<u>13412</u>					
<u>40</u>	<u>40</u>	<u>30</u>	<u>23</u>	<u>10</u>	<u>13</u>				<u>13351</u>				<u>9600</u>	<u>15562</u>								
<u>14¹</u>				<u>21¹</u>	<u>36⁹</u>	<u>6³</u>	<u>28²</u>				<u>13351</u>				<u>9600</u>	<u>21242</u>						
																<u>35</u> <u>5</u> <u>30</u> <u>1</u>		<u>0</u> <u>1</u>		<u>32939</u>	<u>26032</u>	<u>34038</u>
(SEE BACK OF CARD FOR PLAT OF SECTION)																						

TOWNSHIP 35 S RANGE 1 W W. M. Card #2 SECTION 31

NE				NW				SW				SE				APPLICATION NUMBER	PERMIT NUMBER	CERTIFICATE NUMBER
NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE			
ACREAGE IN LOT OR LEGAL SUBDIVISION AS SHOWN ON GOVERNMENT PLAT, IF OTHER THAN 40 ACRES																		
40	33	30	23	part Cancelled - sp. or Rec. Vol. 27 P. 229												A-44	V. 17 P. 131	35274
				20 5 4												A-44	V. 17 P. 131	
	72			22												54370	40749	
32	21	30	23	10												Sp. A. Y. 27 P. 449	V. 17 P. 131	43993
17	21	30	20													A-44		
																T-3475	V. 28 P. 173	44304
																T-3475	V. 28 P. 173	
																T3749	(44304)	
																T3763	(44304)	
																T3810	(44304)	
																T3811	(44304)	
11	20	23															(44304)	46184

T-4088

448848 19-35-1W 33410 Vol. 457 Page 312

KNOW ALL MEN BY THESE PRESENTS, That Burdette L. Dodge, Jr. and Sybil F. Dodge, husband and wife

In consideration of Five and no/100 Dollars,

to them paid by Don Haas

do hereby grant, bargain, sell and convey unto the said grantee his heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Jackson and State of Oregon, bounded and described as follows, to-wit:

The Northeast quarter of the Southeast quarter of Section 19, Township 35-17-35-1W-1-1 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon; 593365
Also, beginning at the Northwest corner of Government Lot 7, Section 20, Township 35 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon; thence Southeasterly to the Northwest corner of property described in Volume 272, Page 105, Deed Records of Jackson County, Oregon; thence South along the West line of said property and the West line of property described in Volume 272, Page 107, Deed Records of Jackson County, Oregon, to the 20-35-1W-2-1 Southwest corner of property described in Volume 272, Page 107, Deed Records of Jackson County, Oregon; thence West to the Southwest corner of said Government Lot 7; thence North along the West line of said Government Lot 7 to the point of beginning. 393369
19-35-1W-1-1
20-35-1W-2-1
1-1 add to 2-
Leg Hill 2-1 add to 20-19-35-1W

To Have and to Hold the above described and granted premises unto the said grantee, his heirs and assigns forever.

And the grantor do covenant that they are lawfully seized in fee simple of the above granted premises free from all incumbrances.

and that they will and their heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

Witness our hand and seal this 30 day of June, 1958

Burdette L. Dodge, Jr. (seal)
Sybil F. Dodge (seal)

STATE OF OREGON,
County of Jackson

On this 30 day of June, 1958, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Burdette L. Dodge, Jr., and Sybil F. Dodge, husband and wife

who are known to me to be the identical individual as described in and who executed the within instrument, and acknowledged to me that the executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Earl L. Smith
Notary Public for Oregon.

My Commission expires July 15, 1961

6/30/58

448848

WARRANTY DEED

TO

STATE OF OREGON,
County of Jackson

I certify that the within instrument was received by record on the 30 day of June, 1958 at 4:15 o'clock P.M., and recorded in book Record of Deeds on page of said County.

Witness my hand and seal of County affixed.

Burdette L. Dodge, Jr.
Sybil F. Dodge

Don Haas
1906 1/2 NW 1/4
Medford, Ore
SOUTHERN OREGON TITLE CO.
MEDFORD, OREGON.

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WATER RESOURCES DEPT.
SALEM, OREGON

<u>19 35 1W 5</u> ACCOUNT NUMBER <u>351W19-900</u>		OFFICIAL RECORD OF DESCRIPTION OFFICE OF COUNTY ASSESSOR, JACKSONVILLE, FLORIDA		RP 1 23158-4 351W19 00900 00902		9-2 CODE NUMBER	
S $\frac{1}{2}$ of SE $\frac{1}{4}$ of SECTION <u>19</u>		TOWNSHIP <u>35</u> S		RANGE <u>1W</u> W.M.		MAP NO. <u>19 35 1W</u>	
LOT <u>5</u> TAX LOT NUMBER		BLOCK NO.		ADDITION		CITY	

LEGAL DESCRIPTION	DEED RECORD			ACRES REMAINING
	YEAR	VOLUME	PAGE	
<p>INDENT EACH NEW COURSE TO THIS LINE</p> <p>Haas, Dan F. & Yvonne and George & Veva</p> <p>Less roads.</p>	1951	349	163	

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T-4088

307893

DEED

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Know all men by these presents that: We, C. J. Haas, and Alberta Lea Haas, husband and wife, of Jackson County, State of Oregon, for the consideration of \$1000, to us paid by Dan F. Haas and George J. Haas, of Jackson County, State of Oregon, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Dan F. Haas and George J. Haas, (hereinafter referred to as Purchasers,) their heirs and assigns, all their right, title and interest in and to the following described property situate in the County of Jackson, State of Oregon, to-wit:

The Southeast Quarter of the Southwest Quarter of Section 15; and the Northeast Quarter of the Northwest Quarter, the South Half of the Northwest Quarter, and the Southwest Quarter of Section 19; all in Township 35 South, Range 1 East, of the Willamette Meridian; and the Northeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 26, Township 35 South, Range 2 East of the Willamette Meridian.

This deed is made and accepted subject to the following reservations, covenants, etc., as recorded in Deed #257117, Vol. 312, Page 377, January 23, 1964:

Reserving and excepting all mineral rights, water rights and all rights-of-way for canals and ditches reserved to the United States of America in patents from the United States; and

Except that portion thereof conveyed to Jackson County, Oregon, for road purposes, by the United States of America by deed dated March 27, 1963, recorded in Volume 295, page 206, Deed Records of Jackson County, Oregon; and

Except that portion thereof conveyed to the State of Oregon for highway purposes by the United States of America by deed dated March 10, 1963, recorded in Volume 295, page 113, Deed Records of Jackson County, Oregon; and

Subject to all easements and servitudes of whatever nature now existing whether or not the same be disclosed by an instrument of record in said county; and

Subject to rights of the public in and to any portion of said property lying within the boundaries of roads and highways.

All uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

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ROGUE R

WRT-0982-01

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

PAGE 1
 RUN ON: 3/20/81 AT: 9:08

WATER RIGHT NO. 1009040881 PERMIT NO. 009600 CERTIF. NO.
 ORIG. NO. A000133511 PREV. NO. A000133511 SUPER. NO.

NAME: DAN F. HAAS

ADDRESS: 1006 NIANTIC AVE

CITY/STATE/ZIP/COUNTY: MEDFORD, OR 97501

15

STREAM-ID 15 1680

RIV. MI.

WM. DIST. 13 W.R. TYPE SA STATUS V

CANCEL YEAR---->
 PRIORITY-----> 03 29 1930
 APPLICATION----> 10 24 1978
 PERMIT ISSUE---> 11 21 1978
 CONSTR. STRT.---> 11 21 1978

CONSTR. COMPLT--->
 PUT TO USE----->
 SURVEYED----->
 CONCURRENCE----->
 CERTIFIED----->

YR. LAST USED-----> _____
 LAST TRANS. DATE--> _____
 EXAM. FEE-----> 20.00
 CYCLE STATUS-----> _____
 CORRES. INIT.-----> _____

NEXT ACTION DUE--> _____
 LAST TRANS. TYPE--> _____
 RECORDING FEE-----> 28.75
 REPORTED FLAG-----> _____
 CORRES. DATE-----> _____

POINT-OF-DIVERSION DATA:
 TWNSP RNGE SECT QTR/QTR STREAM-ID

3505 010W 20 C C 15 1680

RIV. MI. RATE STATUS S OR P
 1310 V P

** REMARKS; - - - - -
 ** DATED-->
 ** POD: 1310' N & 750' E FM SW COR
 ** S 20. CHANGES FOR PART OF
 ** C-21242. RRC-47408.

PLACE-OF-USE DATA:
 TWNSP RNGE SECT QTR/QTR CNTY USE % CNSMTV ACRES STATUS S OR P

3505 010W 19 A C 15 1R 100 9.50 V P
 B D 4.00
 C A 7.50
 C D 8.00
 D B 36.00
 D C 40.00

47408

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W.R.I.S.
 Assembled 7-8-85 by SRA
 Entered _____ by _____
 Verified _____ by _____