

4378

Name Albert Kassel  
By C.O.I.D.  
Address P.O. Box 548  
Redmond, OR 97756

DESCRIPTION OF WATER RIGHT

Name of stream Deschutes River  
Trib. of \_\_\_\_\_ County of Deschutes  
Use irrigation  
Quantity of water \_\_\_\_\_ No. of acres 30  
Name of ditch Pilot Butte  
Date of priority 10-31-1900 & 12-2-1907  
In name of Floyd Holt  
Deschutes R. Adjudication, Vol. 16, page 128  
App. No. \_\_\_\_\_ Per. No. \_\_\_\_\_ Cert. No. 29052  
Certificate cancelled \_\_\_\_\_  
Notation made on record by \_\_\_\_\_

FEEES PAID

Date	Amount	Receipt No.
<u>1-28-80</u>	<u>30'</u>	<u>15832</u>
TOTAL . . .		
	Cert. Fee	

FEEES REFUNDED

Date	Amount	Check No.

Change in POU  
Date filed Jan 28, 1980  
Date of hearing \_\_\_\_\_  
Place of hearing \_\_\_\_\_  
Date of order 2-14-80 Vol. 33, page 17  
Date for application of water 10-1-81  
Proof mailed \_\_\_\_\_  
Proof received \_\_\_\_\_  
Certificate issued \_\_\_\_\_ Vol. \_\_\_\_\_, page \_\_\_\_\_

*to survey 5/80*

*Surveyed 7/21/84 (Kinyon)*

REMARKS

W.R.I.S.

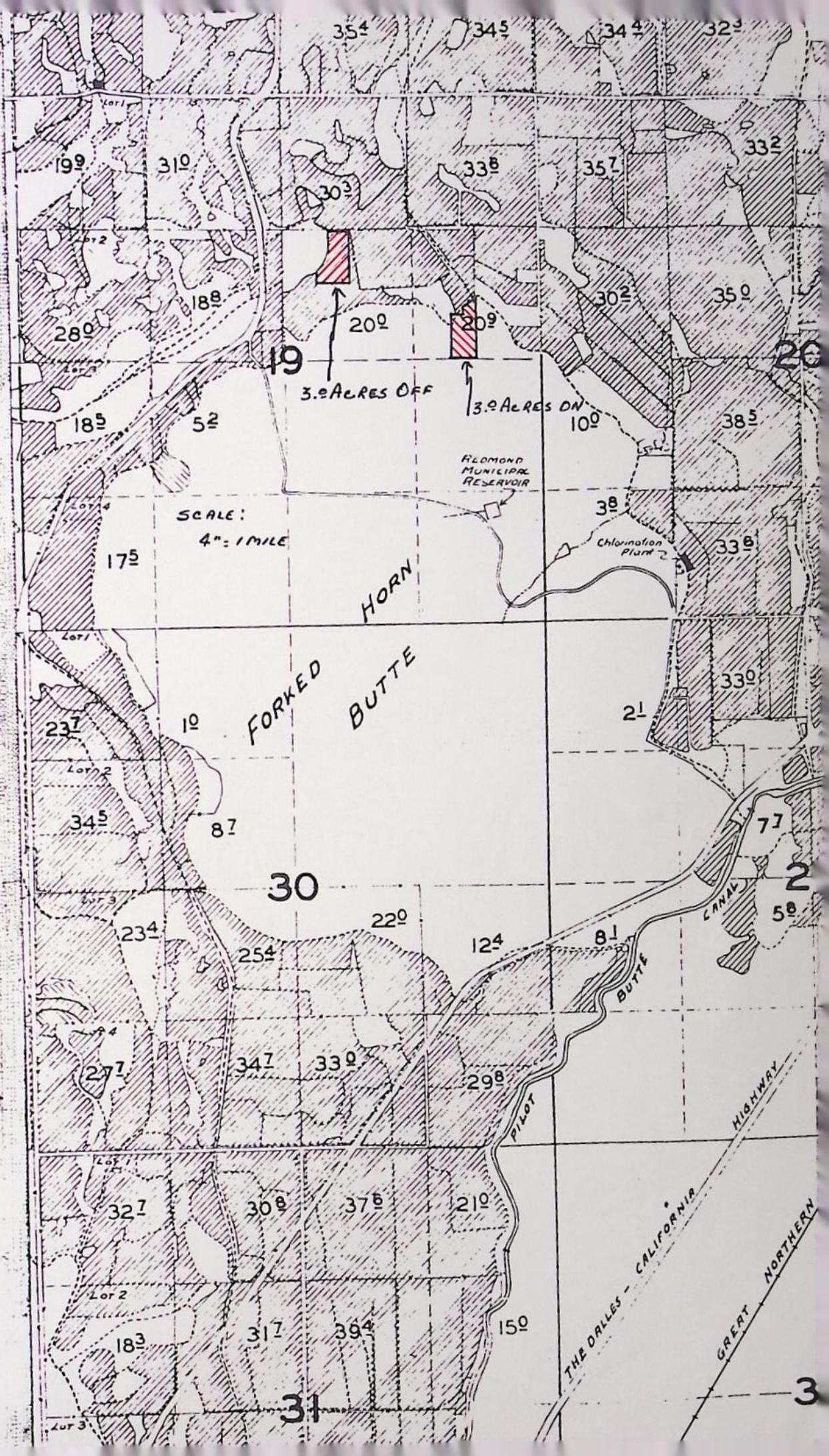
Assembled 7-9-85 by SPA  
Entered \_\_\_\_\_ by \_\_\_\_\_  
Verified \_\_\_\_\_ by \_\_\_\_\_

TO BE ENTERED WHERE CHECKED	<input checked="" type="checkbox"/>	INDEX CARDS:	Entered	Checked
	<input checked="" type="checkbox"/>	Name	<u>fg</u>	_____
	<input checked="" type="checkbox"/>	Stream	<u>fg</u>	_____
	<input checked="" type="checkbox"/>	Pt. of Div.	<u>fg</u>	_____
	<input checked="" type="checkbox"/>	Calendar	<u>fg</u>	_____
	<input checked="" type="checkbox"/>	CHECKED TO RECORDS:		
	<input checked="" type="checkbox"/>	Twp. & Rge.	<u>SR6</u>	_____
	<input checked="" type="checkbox"/>	Decree-vault	<u>SPA</u>	_____
	<input checked="" type="checkbox"/>	Decree-safe	<u>SPA</u>	_____
	<input checked="" type="checkbox"/>	Cert. of W/R	<u>SPA</u>	_____
<input type="checkbox"/>	Per. Folder	_____	_____	
<input type="checkbox"/>	Chaindex	_____	_____	
<input type="checkbox"/>	Cross Ref.	_____	_____	
<input checked="" type="checkbox"/>	Power Claim	<u>fg</u>	_____	
<input checked="" type="checkbox"/>	Abstracts	<u>fg</u>	_____	

RECEIVED

JAN 28 1980

WATER RESOURCES DEPT.  
SALEM, OREGON



BEFORE THE WATER RESOURCES DIRECTOR OF OREGON

DESCHUTES COUNTY

IN THE MATTER OF THE APPLICATION OF )  
ALBERT KASSEL (CENTRAL OREGON IRRIG- )  
GATION DISTRICT) FOR APPROVAL OF A )  
CHANGE IN PLACE OF USE OF WATER )  
-----

ORDER APPROVING  
TRANSFER NO. 4378

On January 28, 1980, an application was filed in the office of the Water Resources Director by Albert Kassel for approval of a change in place of use of water from Deschutes River, pursuant to the provisions of ORS 540.510 to 540.530.

By Decree of the Circuit Court for Deschutes County, Oregon, entered September 30, 1958, in the Matter of the Determination of the Relative Rights to the use of the waters of Deschutes River and Its Tributaries, a water right was allowed in the name of Central Oregon Irrigation District for the use of waters of Deschutes River for irrigation of, among other lands, a certain 3.0 acres in SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 19, Township 15 South, Range 13 East, W.M., being tabulated in the name of Floyd Holt at Volume 16, page 128, with dates of priority of October 31, 1900 and December 2, 1907, as evidenced by certificate recorded at page 29052, Volume 21, State Record of Water Right Certificates. These lands also have a supplemental right under permit No. 23256 to the use of water stored in Crane Prairie Reservoir with a date of priority of February 28, 1913. These lands are irrigated by means of the Pilot Butte Canal.

The applicant herein, contract purchaser of the lands above described, proposes to transfer the water right therefrom, without loss of priority, to a certain 3.0 acres in SE $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section 19 (George E. Kinyon).

The lands involved herein are within the boundaries of the Central Oregon Irrigation District and the Board of Directors of said District approved the proposed change in place of use at a regular meeting held January 8, 1980.

Mr. Robert F. Main, Jr., Watermaster, has filed a statement to the effect that the propose 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 of water may be made without injury to existing rights, the application should be approved.

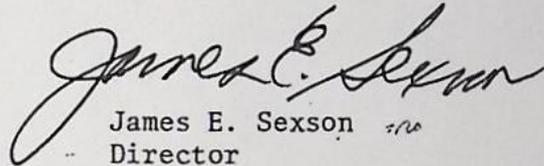
NOW, THEREFORE, it hereby is ORDERED that the requested change in place of

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, 1981.

It is FURTHER ORDERED that upon receipt of proof satisfactory to the Water Resources Director of complete application of water to beneficial use on the lands to which the water is transferred hereby, a certificate of water right shall be issued to the Central Oregon Irrigation District confirming this and prior changes within the District.

Dated at Salem, Oregon this 14th day of February, 1980.

  
James E. Sexson  
Director

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

WATER RIGHT NO. T000043781 PERMIT NO. 016 128 CERTIF. NO. 029052  
ORIG. NO. C000290521 PREV. NO. C000290521 SUPER. NO.

NAME: ALBERT KASSEL  
ADDRESS: COID PO BOX548  
CITY/STATE/ZIP/COUNTY: REDMOND, OR 97756

09

STREAM-ID 05 1980 RIV.MI. 0.0 WM.DIST. 11 W.R.TYPE SC STATUS V

CANCEL YEAR----> CONSTR.COMPLT-->05 11 1980 YR.LAST USED-----> NEXT ACTION DUE-->  
PRIORITY-----> 10 31 1900 PUT TO USE----->05 11 1980 LAST TRANS.DATE--> LAST TRANS.TYPE-->  
APPLICATION---->01 28 1980 SURVEYED----->07 31 1984 EXAM.FEE----->20.00 RECORDING FEE---->10.00  
PERMIT ISSUE-->02 14 1980 CONCURRENCE-----> CYCLE STATUS-----> REPORTED FLAG---->  
CONSTR.STRT.-->02 14 1980 CERTIFIED-----> CORRES.INIT.-----> CORRES.DATE----->

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

TWNSP	RNGE	SECT	QTR/QTR	STREAM-ID	RIV.MI.	RATE	STATUS	S	OR	P
170S	120E	29	A D	05 1980	164.9		V			P
<del>180S</del>	<del>120E</del>	<del>13</del>	<del>A C</del>	<del>05 1980</del>	<del>171.0</del>		<del>V</del>			<del>P</del>
					0.0					

\*\* REMARKS; - - - - -  
\*\* DATED-->  
\*\* PRIORITY ALSO 12-2-1907. CHANGES POIL  
\*\* PART OF C-29052 PILOT BUTTE CENTRAL  
\*\* OREGON CANAL. TAB IN NAME OF FLOYD  
\*\* HOLT.  
\*\*  
\*\*  
\*\*

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

TWNSP	RNGE	SECT	QTR/QTR	CNTY	USE %	CNSMTV	ACRES	STATUS	S	OR	P
150S	130E	19	A D	09	IR	100.00	3.00	V			P

W.R.I.S.

Assigned: 4-7-85 by SMK

Entered \_\_\_\_\_ by \_\_\_\_\_

Verified \_\_\_\_\_ by \_\_\_\_\_

RECEIVED

MAY 11 1980

WATER RESOURCES DEPT  
SALEM, OREGON

NOTICE OF COMPLETION OF CHANGE IN

Place of Use of Water from Deschutes River  
PURSUANT TO TRANSFER APPLICATION NO. 4378

I, George E. Kinison, hereby certify that completion of works and use of water to the extent intended within the provisions of the order of the Water Resources Director approving said water right transfer application was accomplished by 5-10, 1980

5-12-80  
Date

George E. Kinison  
Signature

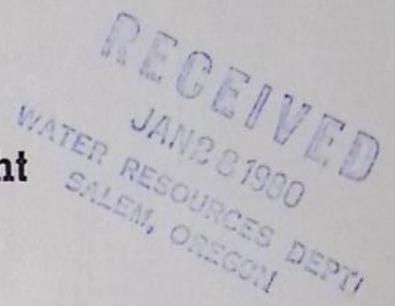
3861 S.W. Reservoir Dr  
Redmond, OR 97756

(Mail to the Water Resources Department, Salem, Oregon 97310.)

ok  
G.E.K.



T-4378



# Application for Transfer of Water Right

To the WATER RESOURCES DIRECTOR OF OREGON:

I, Albert Kassel (Name of applicant)

of Route 1, Box 49 (Mailing address), Scott Mills (City),

State of Oregon, 97375 (Zip Code),  (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? No. Floyd Holt, Page 128 (If not, give name)

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

Adjudication of the Deschutes River number of certificate 29052

3. Was your water right acquired by Water Right Permit? No (Yes or No) If so, give number

of permit  Number of certificate

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 Deschutes River, Pilot Butte Canal

5. What is the date of priority of your water right? Oct. 31, 1900 and Dec. 2, 1907

6. The authorized point of diversion is located  ft. (N. or S.) and  ft. (E. or W.) from the

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 Deschutes The name of the ditch used is

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

7. The proposed point of diversion is located  ft. (N. or S.) and  ft. (E. or W.) from the

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

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
15	13	19	SW¼ NE¼	3.0

(If more space required, attach separate sheet)

9. Are you the legal owner of the above described lands? No, contract purchaser  
(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.? No  
(Answer Yes or No)

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

NATURE OF ENCUMBRANCE	HELD BY	AMOUNT
Contract of Sale	Floyd O. Holt to Ronald Bozarth	Letter of consent att.
Contract of Sale	Ronald D. Bozarth to Albert Kassel	Letter of consent att.

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
15	13	19	SW¼ NE¼	3.0

(If more space required, attach separate sheet)

14. Reasons for the proposed changes are more beneficial use

15. Construction work will be completed on or before \_\_\_\_\_

16. The water will be completely applied to the proposed use on or before October 31, 1980

Remarks 3.0 acres of water right being transferred to George E. Kinyon,  
Approved at a regular meeting held January 8, 1980, by the Board of  
Directors of Central Oregon Irrigation District.

**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, Albert Kassel, 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 30 day of November, 1979

x. Albert Kassel  
(Name of applicant)

Subscribed and sworn to before me this 30th day of November, 1979

[Notarial Seal]

Arlene M. Homstad  
NOTARY PUBLIC FOR OREGON



My commission expires May 11, 1982



TO: TRANSFERS, WATER RIGHTS DIVISION

DATE: Jan 6, 1980.

FROM: \*\* Robert F. Main, Jr., Watermaster

**RECEIVED**

FEB 8 1980

WATER RESOURCES DEPT.  
SALEM, OREGON

SUBJECT: WATER RIGHT TRANSFER APPLICATION NO. 4378

IN THE NAME OF Albert Kassel/COID

In my opinion the proposed change in POU of water from Deschutes River  
MAY BE MADE WITHOUT INJURY WOULD RESULT IN INJURY\* to an existing water right.

Headgate notices HAVE HAVE NOT been issued for diversion from the sources which serves this right.

If for change in point of diversion, is there any intervening point of diversion between the authorized and the proposed points of diversion? \_\_\_\_\_

(yes or no)

In my opinion, the order approving the subject transfer application should include the following in regard to the appropriator installing suitable measuring devices in the diversion works:

- (1) PRIOR to the diverting of water at the new point of diversion . . .
- X   (2) When in the judgment of the watermaster it becomes necessary . . .

\* The approval of this transfer application would result in injury to other water rights because \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\* Quane Clark  
Watermaster's signature or initials

RECEIVED

JAN 28 1980

WATER RESOURCES DEPT.  
SALEM, OREGON

CONTRACT OF SALE

THIS AGREEMENT, Made this 15<sup>th</sup> day of March, 1972, by FLOYD O. HOLT and MARY KATHARINE HOLT, husband and wife, herein called Vendor, and RONALD D. BOZARTH and DARLENE BOZARTH, husband and wife, herein called Purchaser,

W I T N E S S E T H :

AGREEMENT TO BUY AND SELL

Vendor agrees to sell to Purchaser, and Purchaser agrees to purchase, that certain land and all improvements thereon situated in Deschutes County, State of Oregon, described as follows:

The West Half of the Southeast Quarter of the Northeast Quarter ( $W\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$ ), the South Half of the Southwest Quarter of the Northeast Quarter ( $S\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$ ), the East Half of the Northwest Quarter of the Southwest Quarter of the Northeast Quarter ( $E\frac{1}{2}NW\frac{1}{4}SW\frac{1}{4}NE\frac{1}{4}$ ) and the Northeast Quarter of the Southwest Quarter of the Northeast Quarter ( $NE\frac{1}{4}SW\frac{1}{4}NE\frac{1}{4}$ ) of Section Nineteen (19), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon.

TOGETHER With an appurtenant water right of twenty-one (21) acres served through the system of the Central Oregon Irrigation District.

TOGETHER With an easement thirty (30) feet in width for the purpose of ingress and egress upon the South thirty (30) feet of the Northeast Quarter of the Northeast Quarter ( $NE\frac{1}{4}NE\frac{1}{4}$ ).

CONSIDERATION AND MANNER OF PAYMENT

The purchase price of the property which Purchaser agrees to pay shall be the sum of THIRTY-ONE THOUSAND and NO/100 (\$31,000.00) DOLLARS, payable as follows:

(a) The sum of THREE THOUSAND ONE HUNDRED and NO/100 (\$3,100.00) DOLLARS, which is paid on the execution hereof.

(b) The remaining balance of TWENTY-SEVEN THOUSAND NINE HUNDRED and NO/100 (\$27,900.00) DOLLARS shall be paid in monthly installments of not less than TWO HUNDRED FIFTY and NO/100 (\$250.00) DOLLARS, including interest at the rate of seven (7%) percent

per annum on the unpaid balances, the first of said installments to be paid on the first day of April, 1972, and subsequent installments to be paid on or before the first day of each and every month thereafter. Provided, however, that the entire purchase price, including both principal and interest, is paid in full within ten years from the date of this contract.

INTEREST PROVISIONS

Interest on all unpaid balances shall commence on the first day of March, 1972.

PREPAYMENT PRIVILEGES

Purchaser shall have the privilege of increasing any monthly payment, or prepaying the whole consideration, at any time; provided that no additional payments shall be credited as regular future payments nor excuse Purchaser from making the regular monthly payments provided for in this agreement.

TAXES

All taxes levied against the above described property for the current tax year shall be prorated between the Vendor and Purchaser as of March 1, 1972. Purchaser agrees to pay when due all taxes which are hereafter levied against the property and all public, municipal and statutory liens which may be hereafter lawfully imposed upon the premises.

INSURANCE

Purchaser agrees to keep the buildings on said premises insured against loss by fire or other casualty in an amount of not less than full insurable value with loss payable to the parties hereto as their interests appear at the time of loss, with priority in payment to Vendor. Any amount received by Vendor under the

insurance in payment of a loss shall be applied upon the unpaid balance to the extent of the amount of the insurance payment received by Vendor. All uninsured losses shall be borne by Purchaser, on or after the date Purchaser becomes entitled to possession, provided, however, that at the election of Purchaser, Vendor agrees to apply any amount received from an insured loss to the restoration or repair of the premises to the extent of the insurance proceeds, but no further; and, in that event, the insurance proceeds will not be credited as any payment upon this contract.

POSSESSION

Purchaser shall be entitled to possession of the premises March 1, 1972.

RELEASE

Vendor agrees to release and deed to Purchasers, or their order, any one or more one-acre tracts upon payment to Vendor of not less than SEVEN HUNDRED FIFTY and NO/100 (\$750.00) DOLLARS cash per acre deeded, in addition to the monthly payments required by this agreement. It is understood that Purchaser will pay any costs incurred in such releases.

IMPROVEMENTS, ALTERATIONS AND REPAIRS

Purchaser agrees that all improvements located on, or which shall hereafter be placed on, the premises shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Vendor. Purchaser shall not commit or suffer any waste of the property, or any improvements thereon or alterations thereof, and shall maintain the property and all improvements thereon and all alterations thereof in good condition and repair.

And, further, the Purchaser covenants and agrees that they will farm said premises and apply all available irrigation water thereto in a good and husbandlike manner according to the usual practices of husbandry observed in that locality of Deschutes County, Oregon.

TITLE INSURANCE

Vendor shall furnish, at their expense, a Purchaser's title insurance policy in the amount of \$31,000.00, promptly insuring Purchaser against loss or damage sustained by them by reason of the unmarketability of Vendor's title, or liens or encumbrances thereon, excepting matters contained in usual printed exceptions of said title insurance policies, easements, conditions and restrictions of record, and encumbrances herein specified, if any.

COVENANT OF TITLE

Vendor covenants that they are the owners of the within described property, free of all encumbrances except as stated in the paragraph immediately above.

DELIVERY OF DEED

Upon payment of the entire purchase price for the property as provided herein, and performance by Purchaser of all other terms, conditions and provisions hereof, Vendor shall forthwith execute and deliver to Purchaser a good and sufficient deed conveying said property free and clear of all liens and encumbrances except as above provided, and those placed upon the property or suffered by Purchaser subsequent to the date of this agreement, and except as stated in the paragraph above relating to the Title Insurance.

MISCELLANEOUS

Vendor shall fence the above described easement.

DEFAULT PROVISIONS

In the event that Purchaser shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, Vendor shall, at their 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;
- (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 Purchaser shall revert and re-vest in Vendor without any act of reentry or without any other act by Vendor to be performed, and Purchaser agrees to peaceably surrender the premises to Vendor; or in default thereof, Purchaser may, at the option of Vendor, be treated as tenants holding over unlawfully after the expiration of a lease, and may be ousted and removed as such.

Purchaser 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 said default has been given by Vendor to Purchaser, and Purchaser shall have failed to remedy said default within thirty (30) days after the giving of the 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 Purchaser at their then correct mailing address.

WAIVER

Failure by Vendor at any time to require performance by Purchaser of any of the provisions hereof, shall in no way affect Vendor's rights hereunder to enforce the same, nor shall any waiver by Vendor of any breach hereof be held to be a waiver of any succeeding breach, or a waiver of this nonwaiver clause.

SUCCESSOR INTERESTS

The covenants, conditions and terms of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors and assigns of the parties hereto.

ATTORNEY'S FEES

In case suit or action shall be instituted on account of this agreement, or any provision or provisions thereof, the prevailing party shall recover such sum as the Court may adjudge reasonable as attorney's fees in such suit or action, or upon appeal.

IN WITNESS WHEREOF, The parties hereto have executed this agreement as of the day and year first above written.

VENDORS:

Floyd O. Holt  
FLOYD O. HOLT

Mary Katharine Holt  
MARY KATHARINE HOLT

PURCHASERS:

Ronald D. Bozarth  
RONALD D. BOZARTH

Darlene Bozarth  
DARLENE BOZARTH

STATE OF OREGON            )  
  : ss.  
County of Deschutes    )

March 2<sup>nd</sup>, 1972

Personally appeared the within named Floyd O. Holt and Mary Katharine Holt, husband and wife, and acknowledged the foregoing and RONALD D. BOZARTH and DARLENE BOZARTH

RECEIVED

JAN 28 1980

WATER RESOURCES DEPT.  
SALEM, OREGON

Sept 24, 1979

To: Central Oregon Irrigation

I give permission to Albert  
Kassell to transfer 3 acres  
of water from SW $\frac{1}{4}$  NE $\frac{1}{4}$  of  
Section 19, Township 15 S., Range  
13 E.W.M., to be placed on  
the George E. Kenyon land

Sincerely,

Floyd O Holt

RECEIVED  
JAN 28 1980

WATER RESOURCES DEPT  
SALEM, OREGON

POLICY OF TITLE INSURANCE  
Issued By

COMMONWEALTH LAND  
*Title Insurance Company*

(a stock company)  
PHILADELPHIA, PENNSYLVANIA

POLICY NUMBER  
604-017830

SCHEDULE A

Amount of Insurance: \$ 24,500.00

File No. 3363

Premium: \$ 145.00

Date of Policy: 9th day of July, 1976, at 5:00 P.M.

1. Name of Insured:

GEORGE E. KINYON and THELMA A. KINYON

2. The estate or interest referred to herein is, at the date hereof, vested in

GEORGE E. KINYON and THELMA A. KINYON  
Tenants by the Entirety

3. The land referred to in this policy is situated in the State of Oregon, County of Deschutes  
and described as follows:

The West half of the Southeast quarter of the Northeast quarter  
of Section 19, Township 15 South, Range 13 East, Willamette  
Meridian, Deschutes County, Oregon.

PIONEER TITLE COMPANY  
of Deschutes County

Countersigned:  
mfm

*Donald H. ...*  
Authorized Officer or Agent

Evison Atkinson et al

Floyd G. Holt et al

Filed May 1 A.D. 1941

1:43 o'clock P.M.

Mable G. Livesay, County Clerk

By N. Stewart, Deputy

RECEIVED  
JAN 28 1980

WATER RESOURCES DEPT  
SALEM, OREGON

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARM SECURITY ADMINISTRATION

WARRANTY DEED

(Individual Grantor)

KNOW ALL MEN BY THESE PRESENTS, That Evison Atkinson and Florence Atkinson, husband and wife, of the County of Deschutes, State of Oregon, parties of the first part, for and in consideration of the sum of Five Thousand Six Hundred Sixty-four and no/100 (\$5,664.00) Dollars, in lawful money of the United States of America, to them in hand paid by Floyd G. Holt and Mary Katharine Holt, husband and wife, parties of the second part, and other valuable consideration, do hereby grant, bargain, sell and convey unto the parties of the second part, their heirs and assigns, all of the following described real property situate, lying and being in the County of Deschutes, State of Oregon, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and the West Half (W $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), Section Nineteen (19), Township Fifteen (15) South, Range Thirteen (13) EWM.

(\$6.60 U.S.I.R. Stamps affixed & cancelled)

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all improvements, water and water rights appurtenant thereto or reasonably necessary to the use of the real property, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises together with the appurtenances thereto unto the parties of the second part, their heirs and assigns forever.

The parties of the first part, for themselves and for their heirs, executors and administrators, do hereby covenant to and with the parties of the second part, their heirs and assigns that they are lawfully seized in fee simple of said premises, that they are free from all encumbrances except: None and that they will and their heirs, executors and administrators shall warrant and forever defend the title thereto against all lawful claims and demands whatsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals this 1st day of May, 1941.

WITNESSES:

Walter J. Peaz

Evison Atkinson

(SEAL)

Florence Atkinson

(SEAL)

STATE OF OREGON )  
COUNTY OF DESCHUTES ) ss:

On this 1st day of May, 1941, before me, a Notary Public in and for said County and State, personally

Evison Atkinson and Florence Atkinson, husband and wife, to me known to be the identical individuals described

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JAN 28 1980

WATER RESOURCES DEPT.  
SALEM, OREGON

**RON'S REALTY, INC.**  
1332 W. HIGHLAND • P. O. BOX 835  
REDMOND, OREGON 97756  
(503) 548-8139

TO

C.O.I.D.

Att; Bob Anderson

SUBJECT

DATE 9 / 7 / 79

**M**  
**E**  
**S**  
**S**  
**A**  
**G**  
**E**

This letter is to authorize Albert Kassel etux to transfer 3 acres of water, from the described property in the attached contract, without any extra consideration.

This is subject to Floyd Holts approval.

*Ren Boyartha*

PLEASE REPLY TO → SIGNED

REPLY BY

**R**  
**E**  
**P**  
**L**  
**Y**

SIGNED

DATE

SEND WHITE AND PINK COPIES INTACT

SN



THIS CONTRACT, Made this 22nd day of AUGUST, 1972, between Ronald D. Bozarth and Darlene Bozarth (husband and wife)

and Albert W. Kassel and Marcia E. Kassel (husband and wife), hereinafter called the seller, hereinafter called the buyer,

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in Deschutes County, State of Oregon, to-wit:

Southwest Quarter of the Southwest Quarter of the Northeast Quarter (SW 1/4, SW 1/4, NE 1/4) and the East Half of the Northwest Quarter of the Southwest Quarter of the Northeast Quarter (E 1/2, NW 1/4, SW 1/4, NE 1/4), together with Five (5) Acres Central Oregon Irrigation water. ALSO; with an easement across the Northerly 30 ft. of the E 1/2, SW 1/4, NW 1/4, for roadway and utilities with the right to construct and maintain. ALSO; together with an easement 10 ft. in width over the most Southerly irrigation ditch running from the East side to the West side of the E 1/2, SW 1/4, NW 1/4, with the right to maintain. All in Section Nineteen (19), Township Fifteen (15), Range Thirteen (13) East of the Willamette Meridian.

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for the sum of Eighteen Thousand Five Hundred and no/100----- Dollars (\$ 18,500.00 ) (hereinafter called the purchase price), on account of which One Thousand Eight Hundred Fifty & no/100 Dollars (\$ 1,850.00 ) 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: \$ 16,650.00 ) to the order of the seller in monthly payments of not less than One Hundred Ten and no/100----- Dollars (\$ 110.00 ) each, complete balance including principle and interest due on or before August 22, 1982

payable on the 22nd day of each month hereafter beginning with the month of September, 1972, 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 7 1/2 per cent per annum from August 22, 1972 until paid, interest to be paid Monthly and \* (in addition to) being included in the minimum monthly payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract.

The buyer warrants to and covenants with the seller that the real property described in this contract is (A) primarily for buyer's personal, family, household or agricultural purposes, (B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on August 22, 1972, and may retain such possession so 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 or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount

not less than \$ No Bldgs. in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes, or charges or to procure 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 aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

when contract balance is paid in full The seller agrees that at his expense and within days from the date hereof, he will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, 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 sufficient deed conveying said premises in fee simple unto the buyer, 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 seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

And it is understood and agreed 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 therefor, 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/or (3) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revert in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of 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 such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto 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 succeeding breach of any such provision, or as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 18,500.00. ~~However, this amount would consist of or include other property or value given or provided which is part of the consideration (indicate which).~~

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 court may adjudge reasonable 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 the 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.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context 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 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 thereunto by order of its board of directors.

Ronald D. Bozarth (seller) Darlene Bozarth (seller)

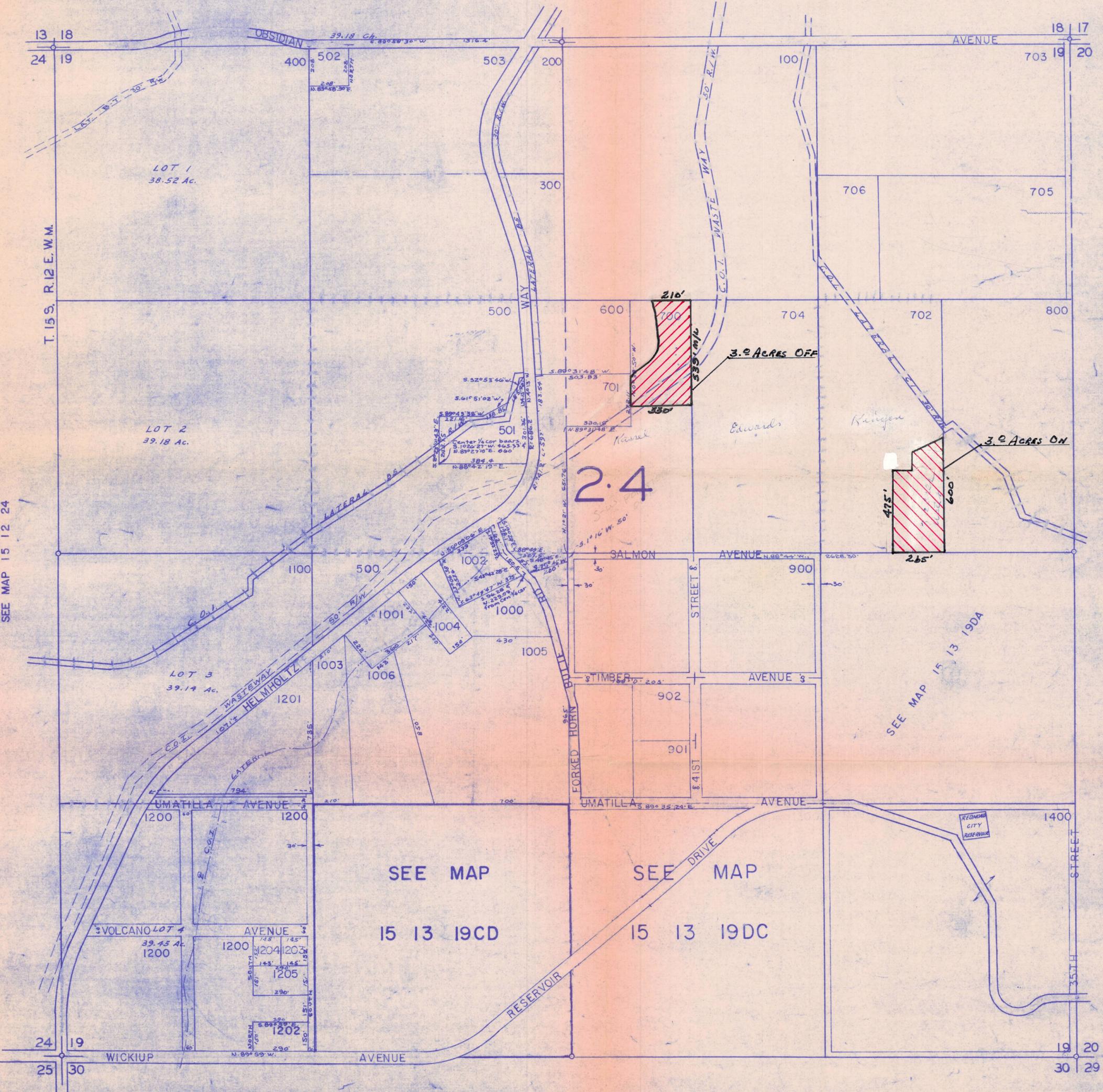
Albert W. Kassel (purchaser) Marcia E. Kassel (purchaser)

\*IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; for this purpose, use Stevens-Ness Form No. 1308 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use Stevens-Ness Form No. 1307 or similar.

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SEE MAP 15 13 18



SEE MAP 15 13 20B

SEE MAP 15 13 19DA

SEE MAP 15 13 20C

SEE MAP

15 13 19CD

SEE MAP

15 13 19DC

SEE MAP 15 13 30