APR 2 6 1995

SALEM, OREGON

April 24th, 1995

Don Knauer Oregon Water Resources Dept. 3850 Portland Rd. NE Salem, OR 97310

Dear Don,

Enclosed is the documentation to go with the pre 1909 Surface Water Registration Statement # SWR-376.

It may be easier to understand if I recap the ownership for you, and show the renters names that are on the documentation.

1887/1941	R.H. Mast	Ike Chandler, J.W. Mast W.G. Austin, Hugo Michael
1941/1955	Frank S. Slover	Hugo Michael, Martin Gasner, Virgil Todd
1955/1964	George W. Barton	Hugh Greer
1964/1990	Ingram Bros.	Had various renters, but document to cover this period was a letter from Ken Ingram

Letter from Ken

1990/Prsnt. Dean and Dee Morey

1990/1990 Ken Ingram

If there is any more information that you need, please give me a call.

Sincerely,

Dee Morey

State Of Cregon.

In Consideration of the hundred Deliver, p. in to the Bound of Commissioners, for the bale of School University and other state lands, the what of pregon Low hish barry in the following described School lands literate in Coro County, Origon, toward: The South west quarter of the north East quarter of Section Eleven,—

Journship 23 South, range 12 west of the Willowste Mindian Containing forth a coro. To thewe and to thold the said promises, with their appurtuances,—

Justices the said of the state, affixed this 14th day of Feb 1887.

Witness the state of the state, affixed this 14th day of Feb 1887.

Scal 3

See Mangaride, Scenlary.

State Reserve of Deeds, Book O, Page 291.

Justices of Transport.

Jest West of Transport.

Recorded, at 8, am, April 5th AD18873

The United States of America, Homestead Certificate ) To all to whom Three Porsents, shall Come, Greeting: Chereas Then has from deposited in the General Lana Application 2951) Office of the United States a Certificate of the Register of The Land Office at Roseburg Ovegon, Whenby it appears that burnant to the Act of Congress approved 20 th may, 1862, " To Secure Homesteads to-Actual Settless on the Public Domain," and the acts Supplemental thento, The claim of James Rowley has been established and duly Consummated, in conformity to law for the lot numbered our, and the south East yuester of the South west quarter of Section Eleven and the Lits numbered three and five of Section fourteen in Township twenty Eight South of range torder west of Willamette mendian in Oregon, Containing one hundred and Thirty-Eight acres and Eighty-two underdths of an acre according to the Oficial Plat of the survey of the said Land networked to the General Land Office by the Sunryor General: Now Know YE, That then is Thenfor, granted by the united states unto-

# BECEINED

APR 2 6 1995

NALLANDO LIFT.
SALEM, OREGON

The daid James Rowly the tract of Land above described: To Have and to Hold the said track of Love, with the appendinences throughout The said fames Rowley and to his heirs and assigns forwer, Subject to any tested and account water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in Connection with such water rights as may be recognized and acknowledged by the local customs, laws, and dreissons of Courts, and also subject to the right of the proprietor of a view or lode to Extract and amove his are thinform, should the same be found to practite or intersect the primises hendy granted, as provided by Law. In Testimony Whinof I, Chester A Arthur, Insident of the United states of America, have Caused Their Letter to be made Palint and The seal of the Seneral Land Office to be henunto affixed. Siven under my hand, at the City of the hingen The linth day of november, in the year of our Lord One thousand Eight hundre and Eighty-two and of the Independence of the united states the me hundred and swith By the Bresident Chester A Arthur, By O.Z. fudd, aut, Secretary.

RECORDED, Vol. 4, Page 190. S. W. blank, Reender of the General Lance Office.

REcorded at 10 Am April 62 AD 1887 3 A. J. Lamb, bo blink. By R. H. Lown Deputy?

The United States of America,

Certificate ) To til to rohon these Ansents Shall Come, Greeting: 7º 4546. Shereas William & Mast of Cros County Origon, has deposited in the Immal Land Office of the United states a Conficate of the Register of the Line Office at Rossburg Oregon Whenby it appears that full payment has been made in the Said William To Mant according to the provisions of the Het of Congress of the 24th of April, 1820; Entitled "In Act making further provision for the sale of the Public Lands," and the acts supplemental thints for the Lot yumbona One of Aschon lurby in Township twenty bight South, of range twelve west William the mendian in the war intering transfer the cons and one

# BECEIVED

APR 2 6 1995

Mortgage of C.E. Smith, Sarah abigal Smith, Henry Dengstacken and Lengstachen in favor of Dora Norman, to John Williams of Mans leaves Leventy Ovegon logether with a certain promissory Note of hundred dollars bearing date August 22d 1884 & payable on or lefor years after date with interest at ten per cent per annum and principal I interest payable in United States Gold Coin, Said Note drawn by + + Keenry Lengstacken & O.E. Swith and in Javor of Said Dora Morning and the payment of which note is seemed by the Mortgage above described. Dated Marshfild August 31. 1885. Dora Norman Pectives Witnesses W. O. Christinsen Recorded September 1.1885-J. Lamb Com George Phillips } County blesk. This Industrie, made the 22 nd day of June, in the year of our Lord, One. Thousand Eight hundred and Eighty fire, Between William & Mast

and le to mast his wife, of boos bounty Ongon = parties of the first parts, and James Rowley, of Klamath County, Late of Origon, the party of the Decond part, Willieseth; That, the vaid parties of the first part, for and in Consideration of the fum of feven Hundred and Eighty fore dollars Gold Coin of the United States of America, to them in hand paid, dogrant, Sargain, Isle and Convey unto the Raid party of the Second part, and to his heirs and assigns forever, all that Certain priece or parcel of land lituate in the Raid County of Coos, Sati of Oregon, dorended and desembed as follows: Lot no enex! and S.E/x of S. W/4 of Rection Eleven 11) and Lot. no Four 4) and Five 5) Section Fourtered to Foronship Threnty Eight 28 South, of Range twelver 12 West of Willamette Mendian. Dogether with all and singular the Tenements, handitaments and appurtinances thento belonging or inanywise appertaining. This Conveyance is intended as a mortgage, 1886, of the amount of \$392 ,00 Each, One of faid Notes to be paid

Listestan of this month

Covery 1 1/880, and the other Cannay 1 1/887, both drawing 10% interest, and payable in bold Coin; And these presents thall be brid, if such payaments be made according to the two and effect throof; out in Case default be made in the payment of the formelful or intenst, as in said notes provided, then the paid party of the second part his executor, administrator's and assigns an hereby empoured to sell the said promises, with all and every of the adjustmances, or any part throof, in the manners presented by law; and out of the money arriving from such sale, to retire the vaid principal and intenst, together with the Costs and charge of making such sale, and tru per cent. For alterny, free; and the overly on drugue, if any then be, shall be paid by the posty making such sale, on drugued, to the said parties of the first part, their news or accious. In Willies where, the said parties of the first part, their heirs or accious. Their hards and seals the day and year first about Written.

in the busines of 3 P.A. marth 3 W. L. Marth 3

1. 9. Mark 6 76. Mark

(seal)

State of Orgon \ County of loves }

Shis Certifies, that on this this 18 th, day of Aug 1885, Defor me personally appearant the within named W. P. Mach, Known to the to be the person described in and who executed the within instrument, and acknowledged to me that he forely and orluntarily executed the same for the purposed themin set forth, And G. H. Mach wife of Said W. P. Mach, on an examination made by me, is paratily and apart from her said husband, acknowledged to me that the Executed the same freely and columnary, and without fear or Com-

2. 2. Harmon Cialica of the Places

Recorded Depte 8 th 1886

f. C. Lamb les leterte

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APR 2 6 1995

SALEM, OREGON

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the parties of the first part and R. H. M.	ast all being in boos bounty	
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Sheley and Blanche Alice Sheley, isband and wife, or survivor of either, the Grantee, the following described premises, to wit:

Lots One (1) and Two (2), Block Thirty-six (36) Empire City, according to the map and plat thereof on file in the office of the County Clerk, Coos County, Oregon.

Coos County, State of Oregon, according to the plat thereof on file in the office of the County Clerk of Coos County, Oregon.

TO HAVE AND TO HOLD, said premises with its appurtenances, subject to the conditions hereinafter set forth unto said grantee, heirs and assigns, forever.

The Grantor above named does covenant to and with the said grantee, heirs and assigns forever, that it is lawfully seized in fee simple of the above granted premises, and that they are free from all encumbrance suffered or done by it, and that it and its successors and assigns shall and will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except such as may have arisen through the grantee or since the February 21, 1941, the date on which the said grantee covenanted and agreed with the grantor to purchase the above described premises from it.

IN WITNESS WHEREOF, Empire Development Company, pursuant to a resolution of its Ecard of Directors, duly and legally adopted, has caused these presents to be signed by its President and its Secretary, and its Corporate Seal to be hereunto affixed this 18th day of August, A. D. 1941.

Executed in the presence of:\_\_\_\_\_\_(Corporate Seal)

EMPIRE DEVELOPMENT COMPANY
By L. J. Simpson, President
EMPIRE DEVELOPMENT COMPANY
By W..G. Robertson, Secretary

55% Documentary Stamp, Cancelled

STATE OF OMEGON COUNTY OF COOS SS: On this 18th day of August, 1941, before me appeared L. J. Simpson and W. G. Robertson, both to me personally known, who being duly sworn, did say that he, the said L. J. Simpson, is the President, and he the said W. G. Robertson is the Secretary of Empire Development Company, the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument waskigned and sealed in behalf of said Corporation by authority of its Board of Directors, and said L. J. Simmson and W. G. Robertson acknowledged said instrument to be the free act and deed of said Corporation.

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

Recorded Aug. 28, 1941, 10:15 A. M. L. W. Oddy, County Clerk

H. H. Hull Notary Public for State of Oregon My Commission expires June, 23, 1944 (Notarial Seal)

Val 140/308

1480- KNCW ALL MEN BY THESE PRESENTS, That R. H. Mast also known as R. H. Mast Sr., Lola M. Mast, his wife, of Coquille, Coos County, State of Oregon, in consideration of Yen (£10.00) Dollars, and other valuable considerations to them paid by Frank S. Slover and Elvira T. Slover, husband and wife, of Coos County, State of Oregon, have borgained and sold and by these presents do grant, bargain, sell and convey unto caid Frank S. Slover and Elvira T. Slover, their heirs and assigns, all the following bounded and described real property, sit-

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140-309

uated in the County or Coos and State of Oregon:

Lot 1 SE $\frac{1}{4}$  of SW $\frac{1}{4}$ , less one acre for school, of Section 11 and Lots 3 and 5 of Sec. .14 all of Township 28 S. R. 12 W. W. M. Save and except a loging right of way for logging purposes for the year 1941 to L. C. Mast across the lands in Sec. 11 as above described.

Also, save and except the cross fences within the fields, the said fences being the property of Hugo Michell, the lessee of said premises. Also subject, to the lease hold of Hugo Michell for the remainder of the year 1941 free of any charge for said period. together with all and singular the tenements, hereditements and appurtenances thereto belonging or inanywise appertaining, and also all their estate, right, title and interest in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD, the above described and granted premises unto the said Frank S. Slover and Elvira T. Slover their heirs and assigns forever. And R. H. Mast and Lola N. Mast grantors above named do covenant to and with Frank S. Slover and Elvira T. Slover, the above named grantees, their heirs and assigns, that they are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances except as above set forth 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.

IN TESTIMONY WHEREOF, we, the grantors above named, have hereurto set our hands and seals this 27th day of August 1941.

Executed in the presence of: L. W. Oddy, J. W. Leneve

R. H. Mast Lola M. Mast



\$13.20 Documentary Stamp, Cancelled

STATE OF OREGON
COUNTY OF COOS SS: BE IT REMEMBERED, That on this 27th day of August A. D. 1941, before me,
the undersigned, a County Clerk in and for said County and State, personally appeared the
within named R. H. Mast and Lola M. Mast, his wife, who are known to me to be the indentical
persons described in and who executed the within instrument and acknowledged to me that they
executed the same freely and voluntarily.

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

Recorded Aug. 28, 1941, 12:00 P. L. L. W. Oddy, County Clerk

L. W. Oddy County Clerk (Official Seal)

1481-

#### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That ROBERT E. ROSS and GENEVIEVE ROSS, his wife, in consideration of Ten (\$10.00) Dollars to them paid by GEORGE F. ROSS, JR. and JOYCE ROSS, his wife, as tenants by the entirety, do hereby grant, bargain, sell and convey unto said George F. Ross, Jr. and Joyce Ross, his wife, as tenants by the entirety, their heirs and assigns, an undivided one-third (1/3) interest in and to the following real property, with the tenements, hereditements and appurtenances, situated in the County of Coos and State of Oregon, bounded and described as follows, to-wit:

Beginning at an iron pipe at the center of Section Six, Township Twenty-six South, Range Twelve, West of the Willamette Meridian, thence North 29° 30' West 757.3 feet to an iron pipe, thence North 1° 35' West 1226 feet to an iron pipe, thence North 58° 43' West across Ross Slough to the left bank of Ross Slough, thence downstream along the left bank of Ross Slough to the left bank of Catching Slough, thence upstream along the left bank of Catching Slough to its intersection with the East boundary of Lot 8 in Section Six, in said Township and Range aforesaid, thence South along the East boundary of said Lot 8 to the





- Percel I: Lot One (1) and the Southeast quarter (SE2) of the Southwest quarter (SW2), less one acre for school, of Section Eleven (11); and Lots Three (3) and Five (5) of Section Fourteen (14), all in Township Twenty-eight (28) South, Range Twelve (12) West of Willamette Heridian.
- Percel II: Beginning 5.55 chains North and 13.95 chains Last of the corner of Sections Ten (10), Eleven (11), Fourteen (14) and Fifteen (15) in Township Twenty-eight (28) South, Range Twelve (12) West of the Willamette Meridien, Coos County, Oregon, and run thence North 393° East 3.17 chains to a fir knot post marked C. S.; run North 502° West 3.17 chains to a chittum post marked C. S.; run South 392° 3.17 chains to a chittum post tarked CS; run South 502° East 3.17 chains to the place of beginning.

Power Administration, acting under authority of the White States. Also subject to governmental rights in and to the water, bed and shore line of the North Fork of the Coquille River.

	the entirety,
their	heirs and assigns forever.
And	the grantor S
above named do covenant to and with the above named grantee S, their that they are lawfully seized in tee simple of the above grant granted premises are free from all encumbrances, except Percel II shows	ed premises, that the above
1955-1956 real property taxes	
1947 - 2008-22, 1856 i. – 1946 in burblir in fallstækk stillfulksk militar fin allin af in a	
and that they will and their heirs, executors and administrator	s, shall warrant and forever
defend the above granted premises, and every part and parcel thereof, against the	e law <mark>tul claims and de</mark> mands
defend the above granted premises, and every part and parcel thereof, against the of all persons whomsoever, except Parcl II described above	e law <mark>tul claims and de</mark> mands
defend the above granted premises, and every part and parcel thereof, against the of all persons whomsoever, except Parcl II described above aforesaid.	e lawful claims and demands e, and except as
defend the above granted premises, and every part and parcel thereof, against the of all persons whomsoever, except Parcl II described above aforesaid.  Witness our hand and seal this 20th day of	e lawful claims and demands e, and except as
defend the above granted premises, and every part and parcel thereof, against the of all persons whomsoever, except Parcl II described above aforesaid.  Witness our hand and seal this 20th day of Executed in the Presence of	e lawful claims and demands  and except as  July ,19
defend the above granted premises, and every part and parcel thereof, against the of all persons whomsoever, except Parcl II described above aforesaid.  Witness our hand and seal this 20th day of Executed in the Presence of	e lawful claims and demands  and except as  July ,19
defend the above granted premises, and every part and parcel thereof, against the of all persons whomsoever, except Parcl II described above aforesaid.  Witness our handS and sealS this 20th day of	e lawful claims and demands  and except as  July ,19
defend the above granted premises, and every part and parcel thereof, against the of all persons whomsoever, except Parcl II described above aforesaid.  Witness our hand and seal this 20th day of Executed in the Presence of	lawful claims and demands and except as  July ,19  (SEAL)
defend the above granted premises, and every part and parcel thereof, against the of all persons whomsoever, except Parcl II described above aforesaid.  Witness our hand and seal this 20th day of Executed in the Presence of	July (SEAL)

----TEN AND NO/100--an consideration of

to granter paid by INGRAM BROTHERS, a co-partnership. , heremalter called the grantee.

does hereby grant, bargain, sell, and convey unto the said grantee and grantee's BON, successors and as wans, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging " and State of Oregon, described Coos or appertaining, situated in the County of as follows, to-wit: ,

Lot One (1) and the Southeast quarter ( $SE_4$ ) of the Southwest quarter ( $SW_4$ ) of Section Eleven (P1); and Lots Three (3) and Five (5) of Section Fourteen (14), all in Township Twenty-eight (28) South, Range Twelve (12) West of the Willamette Meridian.

SUBJECT to the following:

- Governmental rights in and to the water, bed, and shore line of the North Fork of the Coquille River.
- Easement for transmission line of the Bonneville Power Administration, acting under authority of the United States.

To Have and to Hold the above described and granted premises unto the said grantee and grantee's shelm, successors and assigns forever.

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

and that grantor will and

grantor's 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.

In construing this deed and where the context so requires, the singular includes the plural. , 1964 WITNESS grantor's hand and seal this 10th ... day of

(SEAL)

Chypta C Barton (SEAL)

(SEAL)

(SEAL)

17 185 23 4201 Coos STATE OF OREGON, County of Personally appeared the above named

. December 10 ...

husband and wife. and ocknowledged the loregoing instrument to be their voluntary act and deed

Notary Public for Oregon
My commission expires

(SEAL)

WARRANTY DEED

GEORGE W. BARTON of ux

The JEAN SHOTHERGS

~	WASSANIY DHO	40-10-0404 CEV
	PRESENTS, That . Floyd Ingi	ram . / Billie Ingrap
Undivided \( \frac{1}{2} \) Interest hereinalter called the grantor, for the co	nsideration hereinalter stated, to gran	ntor paid by Kenneth
Ingram and Beverly Ingra		, he@inatter-called ntee and grantee's heirs, successing and
assigne, that certain real property, with t	he tenements, hereditaments and ap	purtenances thereunto belonging or apt-GOM
perfaining, situated in the County of County of the NE's and t		<pre>gon, described as follows, to-wit: ection 32 Township 28 South;</pre>
Range 12 West of the Wil		
Also: The NW of the NE	t of Section 32, Townsh	nip 28 South, Range 12 West
of the Willamette Meridi		
. Also: The following des	cribed premises, to-wit	: Commencing at the North-
		28 South, Range 12 West of thence South 86 rods; thence
East 20 feet: thence Nor	th 86 rods; thence West	20 feet to the place of
beginning, situated in S Willamette Meridian, Coo		South, Range 12 West of the
		Coquille Plywood recorded
		cords of Coos County, Oregon
To Have and to Hold the same u	into the said grantee and grantee's hi	eirs, successors and assigns York ver."
And said grantor hereby covenan grantor is lawfully select in fee simple o		ntee's heirs, successors and assigns, that
Being re-recorded to corre	ct property description	
		and that
grantor will warrant and lorever delend and demands of all persons whomsoever		
The true and actual consideration   The true and actual consideration   TRUE WARK X AND X	n paid for this transfer, stated in te	
<b>ДЗДЖД инипинационационационацион</b>	HOLE HOUSENSHAM HANKEYN	KOKACHARIKANAN MANAMANCAK SIRKSI A 1921
In construing this deed and where changes shall be implied to make the pro		includes the plural and al! grammatical practical and to individuals.
In Witness Whereof, the grantor h	as executed this instrument this 29	day of November , 1990;
if a corporate grantor, it has caused its received its board of directors.	iame to be signed and seal allixed by	y als officers, duly authorised thereto by
SCREED IN THIS INSTRUMENT IN VIOLATION OF	APPLICABLE LAND 1	Cycl
USE LAWS AND REGULATIONS. BEFORE SIGNING THIS INSTRUMENT, THE PERSON ACQUIRING FE PROPERTY SHOULD CHECK WITH THE APPRO	LE TITLE TO THE	3,
COUNTY PLANNING BEPARTMENT TO VERIFY APP	MOVED USES. POPULAR	many of flat in the major golden
STATE OF OREGON, County of COOS	STATE OF ORECON, Cou	, 19
November29 , // 90	Personally appeared	who, boing duly swore,
Personally appeared the above named F10	yd Ingram	o for the other, did say that the Server is the president and that the letter is the
Billie Ingram, Kenneth I	ngram	exerctory of
nd seknowledged the foregoing		, a corporables, the barrying instrument is the corporate well t said instrument was signed and asolad in Ba-
The Road Company are a	half of said corporation by i	surfacily of its board of directors; and each of
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Flore-Ingram and Billie	Ingram N 2-2	STATE OF OREGON,
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Ronneth_& Deverly Ingram		7400
Myrtle Pointy OR 97458	\$4 \$15 PK	By Doputy

Myrtle Pointmon-97458

20-12-0104

Also, Except: That parcel conveyed to Norway Cemetery Ass'n of Norway recorded April 1, 1964, in Book 308, Page 407, Deed Records of Coos County, Oregon.

Also, Except: Those parcels conveyed to the State of Oregon, by and through its State Highway Commission recorded February 23, 1967, bearing Microfilm Reel No. 15948, and in instrument recorded October 19, 1967, bearing Microfilm Reel No. 22853, Records of Coos County, Oregon.

Subject to the Following:

- 1. Easement for right of way, including terms and provisions thereof, granted to Pacific Power & Light Company, a corporation, recorded June 27, 1956, in Book 251, Page 342, Deed Records of Coos County, Oregon
- 2. Limitations of access, contained in instruments to the State of Oregon, by and through its State Highway Commission in instrument recorded February 23, 1967, bearing Microfilm Reel No. 15948, and in instrument recorded October 19, 1967, bearing Microfilm Reel No. 22853, Records of Coos county, Oregon.
- 3. Reservation of petroleum and mineral rights in, upon, and under said premises as reserved for the lifetime of Sarah A. McCloskey in deed recorded in Microfilm Reel No. 71-6-60519 records of Coos County, Oregon.

This sale is made upon the following condition which the Buyers by acceptance hereof assume:

That no timber shall be harvested from any portion of the premises hereinabove conveyed lying within a strep of land 50' in width abutting upon the Norway Cemetery Association property as the same is now located.

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WA.

.-P**T.**:

SALEM, OREGON

## CONDITIONAL SALES CONTRACT

THIS AGREEMENT is executed December 19, 1990, between KENNETH INGRAM and BEVERLY INGRAM, husband and wife, herein called Seller, and DEAN G. MOREY and DEE M. MOREY, husband and wife, herein called Buyer;

In consideration of the sum of ONE HUNDRED TWENTY THOUSAND (\$120,000.00) DOLLARS, to be paid by the Buyer to the Seller as herein specified, the Seller promises and agrees to sell, by warranty deed, and the Buyer promises and agrees to purchase on terms set forth herein, the following described real property:

That portion of the S 1/2 of the SW 1/4 of Section 11, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying South of the Norway Lee Valley County Road and North of the Coguille River.

ALSO: Government Lots 3 and 5 of Section 14, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying Northeast of the Coquille River and South of the Norway Lee Valley County Road.

## SUBJECT TO THE FOLLOWING:

- l. As disclosed by the tax roll the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest.
- 2. The rights of fishing, navigation and commerce of the State of Oregon, the Federal Government, and the public in and to that portion thereof lying below the ordinary high water mark of North Fork of the Coquille River, including any ownership rights which may be claimed by the State of Oregon below high water mark.
- 3. Such rights and easements for navigation and fishing as may exist over that portion of the property lying beneath the waters of the creeks.
- 4. Rights of the public in streets, roads and highways.
- 5. Easement, including the terms and provisions thereof, for power line to the United States of America, by instrument recorded May 28, 1953, in Book 199, Page 262, Deed Records of Coos County, Oregon.

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Page 1

APR 2 6 1995

- 6. Minerals, including terms and provisions thereof, reserved by United States of American, Bureau Land Management, in instrument recorded January 27, 1951, in Book 206, Page 22, Deed Records of Coos County, Oregon.
- 7. Easement, including the terms and provisions thereof, for power line to United States of America, by instrument recorded May 28, 1953 in Book 227, Page 322, Deed Records of Coos County, Oregon.-----

together with all the tenements, hereditaments, appurtenances and water rights thereunto belonging or in anywise appertaining, and together with the following equipment, for the said sum of \$120,000.00.

 $\underline{\text{ALLOCATION}}$ : The purchase price of \$120,000.00 is allocated as follows:

a) The following equipment:

David Brown Tractor Serial #1200/A 704843/S Rotovator No. F 19742
Hesston PT-7 Serial #PT7 30434
New Holland Model #276 Serial #343681
Irrigation Equipment

\$ 8,500.00 b) Land and Buildings 111,500.00 TOTAL \$120,000.00

Buyer shall receive a bill of sale for the equipment at closing.

PAYMENT TERMS. The purchase price shall be paid as follows: \$15,000.00 upon the signing of this agreement, (which includes earnest money of \$1,000.00), the receipt of which is hereby acknowledged, and the balance, being the sum of \$105,000.00, is to be paid in monthly installments of not less than \$1,330.00 per month, including interest thereon at the rate of 9 percent per annum on the unpaid principal, initially calculated from the date of this contract. The first payment shall be made on January 15, 1991, and said payments shall continue monthly thereafter until the whole amount, both principal and interest has been paid in full. Each payment shall be credited to interest to date received, and the balance to principal. The entire balance shall be paid in 10 years from the date of this contract.

ESCROW. All monthly payments hereunder shall be made to the Seller at Western Bank, who shall hold a warranty deed for delivery to Buyer upon final payment. The parties shall share the escrow set up fee. If there is any conflict between the terms of this contract and the collection escrow instructions, this contract shall control.

Page 2

BECEINED

APR 2 6 1995

PREPAYMENT. Buyer may pay the balance in full without penalty, or may make larger payments, but the same will not excuse regular monthly payments.

POSSESSION. Buyer shall take possession of the property at closing. Buyers are aware that a tenant occupies the house. Rents are paid on the 15th of a month, for a calendar month, and will be prorated at closing.

TITLE INSURANCE. Seller shall provide a policy of title insurance, within ten days from the date hereof, showing good and marketable title in the Seller.

TAXES. The Buyer shall hereafter pay all taxes and other assessments lawfully levied or assessed against said premises, commencing with the taxes for the year 1991-92. The parties shall provide the 1990-91 taxes as of closing. Buyer shall provide Seller a copy of each receipt for taxes paid, within 10 days of payment. It is understood that this agreement will be deemed in default if the taxes are not paid at least in thirds on due dates as set forth on the County tax statement. Buyer is aware that if there is any special tax classification on this property, it may change due to Buyer's use. Any increased tax is Buyer's responsibility.

FIRE INSURANCE. It is understood and agreed that the Buyer shall keep any buildings on said premises, insured against fire in a reliable insurance company agreeable to Seller in the maximum insurance value, and shall pay the premiums therefor, and deliver a copy of the policy to the Seller, which policy shall contain the usual purchase contract clause in favor of the Seller.

The policy shall contain a stipulation providing that coverage will not be cancelled or diminished without a minimum of ten (10) days written notice to Seller. In event of loss, buyer shall give immediate notice to Seller. Seller may make proof of loss if buyer fails to do so within fifteen (15) days of the casualty.

Any proceeds from fire insurance policies shall be used to restore or replace the property, and if the parties determine that this is not economically feasible, then the proceeds will be applied against the principal balance due hereunder. If there is disagreement as to whether repairs are economically feasible, such shall be submitted to arbitration under the Oregon statutes, and the parties shall follow procedure used by the American Arbitration Association. All uninsured losses shall be borne by Buyer.

PAYMENTS BY SELLER. It is further agreed that in the event the Buyer does not pay the taxes and insurance premiums when due, or any other sum due to any other third party, which Page 3

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could become a lien on the property, the Seller may pay such, and if done, the amount paid, plus interest at rates in this contract, shall be immediately due and payable from Buyer to Seller, and Seller may claim such non-payment as a default. Seller may elect to add such amounts paid to the principal balance hereunder, to bear interest as provided for herein, and payable with the next regular monthly payment.

ASSIGNMENT. It is further understood that this agreement, and any and all rights herein derived by the Buyer, shall not be assigned, sold, mortgaged or transferred by the Buyer to any person, firm or corporation without first obtaining the written consent of the Seller, which consent shall not be unreasonably withheld. Such consent shall not release Buyer from liability under this contract, until paid in full. Violation of this clause shall cause the entire balance hereunder to be due and payable.

Buyer and any other person at any time obligated for the performance of the terms of this contract, hereby waive notice of and consent to any and all extensions and modifications of this contract, granted by Seller at the request of any person now or hereafter obligated on this contract, and agree that any such extensions or modifications will not in any way release, discharge or otherwise affect their liability under this contract.

Any net funds received by Buyer in any subsequent sale or assignment by them, shall be paid to Seller and applied on the balance due hereunder, and an escrow shall be directed to apply such payments as received by Buyer to this Seller.

A consent to one assignment, shall not be deemed consent to any additional assignments.

Buyer shall pay Seller's expenses, if any, incurred in reviewing and giving consent.

CARE OF PROPERTY AND IMPROVEMENTS. Buyer agrees that all permanent structures now located on or which shall hereafter be attached to 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 Seller. Buyer shall not commit or suffer any waste of the property or any structures thereon, and shall maintain the property, and all structures and landscape in good condition and repair. All charges for improvements placed upon said premises by the Buyer shall be promptly paid for by the Buyer so as to avoid any liens or lienable claims arising against said premises.

If there is timber on the premises, none shall be removed without Seller's consent, until this contract is paid in full.

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APR 2 4 1990

Buyer shall comply with all laws and governmental rules in the use of the property.

Seller shall be entitled to inspect the premises upon reasonable notice to Buyer.

BUYER'S INSPECTION. The Buyer certifies that this contract of purchase is accepted and executed on the basis of Buyer's own examination and personal knowledge of the premises and opinion of the value thereof; that no attempt has been made to influence Buyer's judgment; that no false representations as to the condition of said property have been made by the Seller or by any agent of the Seller; that no agreement or promise to alter or improve said premises has been made by the Seller or any agent of the Seller; and that the Buyer takes said property in an "AS IS" condition existing at the time of this agreement.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

Seller has installed an approved smoke detector in the residence in accordance with Oregon law.

RFMEDIES ON DEFAULT. In the event the Buyer shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, Seller shall, at Seller's option, subject to the requirements of notice as herein provided, have the following rights:

- (a) To foreclose this contract by strict foreclosure.
- (b) To declare the full unpaid balance of the purchase price immediately due and payable.
- (c) To specifically enforce the terms of this agreement.
- (d) To declare this contract void and all interest of the Buyer forfeited, with Seller retaining all sums paid. Notice of default for purposes of forfeiture, and subsequent procedure, shall be as set forth in Oregon Statutes, notwithstanding other provisions for notice in this agreement.
- (e) Any other remedy provided by law.



Buyer agrees that in the event of default, a redemption period of 30 days after entry of a foreclosure decree, shall be reasonable for a court to allow.

EVENTS OF DEFAULT a. The Buyer shall not be deemed in default for failure to perform any covenants or conditions of this contract, other than the failure to make payment as herein provided, until notice of said default has been given by the Seller to the Buyer, and the Buyer shall have failed to remedy said default within 30 days after the giving of notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a postage prepaid certified letter containing said notice and addressed to the Buyer at Buyer's last known address. If there is more than one buyer, notice need only be given to one of the buyers.

- b. If Buyer shall fail to make payment as herein provided and said failure shall continue for more than ten days after the payment becomes due and 10 days after notice of delinquency, Buyer shall be deemed in default and Seller shall not be obligated to give notice to the Buyer of declaration of said default. If default is declared for non-payment, Seller need not give notice of any other defaults which may exist at the time.
- c. The following are also events of default: the commencement by Buyer of a voluntary case under the federal bankruptcy laws or under other federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Buyer to the appointment of receiver, trustee, or custodian of Buyer or of any of Buyer's property; an assignment for the benefit of creditors by Buyer or Buyer's failure generally to pay its debts as such debts become due. If one of several buyers suffers an event of default under this subsection, such event of default shall be considered the default of Buyer.

LATE FEE. A late payment fee of \$25.00 shall be due for every payment which is not received by the escrow by the 10th day after the due date, and shall be payable for each month the payment is late and until the payment is made, and if not paid with the next regular payment, such shall be added by the Seller to the principal balance due hereunder. The escrow shall not be obligated to add or enforce this provision, but Seller may notify the escrow of total late charges to add to the principal balance, and the escrow is authorized to do such.

RECEIVER. Upon default, Seller shall be entitled to the appointment of a receiver without notice to Buyer and as a matter of right, whether or not the apparent value of the property exceeds the amount of the balance due hereunder, and any receiver appointed may serve without bond. Seller may act as receiver. Upon taking possession of all or any part of the property the receiver may:

- (a) Use, operate, manage, control and conduct business on the property and make expenditures for all maintenance and improvements.
- (b) Collect all rent, revenues, incomes, issues and profits from the property, and apply such sums to the expenses of use, operation and management of said property.
- (c) At Seller's option, complete any construction in progress on the property and in that connection pay, build, borrow funds, employ contractors and make any changes in plans or specifications as Seller deems appropriate.

If the revenues produced by the property are insufficient to pay expenses, the receiver may borrow from Seller or otherwise, such sums as he deems necessary for the purposes stated in this paragraph, and repayment of such sums shall be secured by this contract. The amounts borrowed or advanced shall bear interest at the same rate as the balance of the purchase price hereunder, from the date of expenditure until repaid and shall be payable by Buyer on demand.

WAIVER. Failure by the Seller at any time to require performance by the Buyer of any of these provisions shall in no way affect the Seller's right to enforce the same, nor shall any waiver by Seller of any breach be held to be a waiver of any succeeding breach, or a waiver of this non-waiver clause.

SURVIVORSHIP. If the Sellers are husband and wife, then on the death of one, subsequent payments due from the Buyer shall be paid to the other.

FEES AND COSTS. If suit or action is instituted in connection with any controversy arising out of this agreement, the prevailing party shall be entitled to recover, in addition to court costs, deposition expense and expenses of title and lien search, such sum as the the court may adjudge reasonable as attorney fees, including any appeal. If a party incurs expense in connection with enforcement of the provisions of this agreement, the other party agrees to pay such reasonable expense, including but not limited to reasonable attorney fees, deposition expense and title search expense, even though no suit or action be filed.

The parties shall share the following costs incurred in this transaction: title insurance, closing fee, escrow set-up fee, recording fees.

ENTIRE AGREEMENT. The parties intend this writing as a full, final and complete expression of their contract. There are no other agreements, written or oral, between the parties

Page 7

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APR 2 6 1995

relating to the present agreement. Neither Buyer nor the Seller shall claim there to be any such agreement, nor purport to rely on any term of any such agreement.

DISCLAIMER. This contract has been drafted by A. C. Walsh, Jr. as attorney for Seller. Buyer shall seek separate counsel if they have any questions regarding this sale.

All covenants herein contained shall apply to and bind the parties hereto, their heirs, personal representatives and assigns, jointly and severally.

In construing this instrument, and where the context so requires, the singular includes the plural, the masculine pronoun includes the feminine and the neuter, and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first herein written.

SELLER:	Hamitteday ram
<i>✓</i>	Deverly Ingrasion
ADDRESS:	PO Box 85/
	Myrtle Point, OR 97458
SOC. SEC.	#540-28-4237
BUYER:	Dia S. Morley
	Deem. moly
ADDRESS:	PO Box 811
	Coguille, OR 97423
SOC. SEC.	#272-42-7266

STATE OF OREGON )
) ss.
County of Coos )

December 19, 1990

Personally appeared the above named KENNETH INGRAM and BEVERLY INGRAM, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Notary Public for Oregon
My Commission expires: 7-7

Page 8

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APR 2 3 1995



APR 2 6 1995

## FOSS, WHITTY, LITTLEFIELD & MCDANIEL WAR ALBOURGED LPT.

ATTORNEYS AT LAW

John T. Foss John Whitty Jon Littlefield William A. McDaniel Michael N. Bodkin Juli Point

444 N. FOURTH STREET P.O. BOX 1120 COOS BAY, OREGON 97420-0299

TELEPHONE
AREA CODE 503
267-2156
FAX # (503) 269-0839

January 8, 1993

Dee Corey HC 83 Box 2220 Coquille, OR 97423

Dear Ms. Korey:

Charles Slover asked that we review Frank Slover's files for evidence of historic usage of property in Lee Valley. Enclosed is a copy of a farm lease from Charles' father, Frank S. Slover, to Martin Gasner dated September 11, 1944. Usage of the property is detailed in the farm lease. We have the original lease in our file.

It appears that the lease was renegotiated and entered into on September 1, 1949 with a man named Virgil Todd. Copies of correspondence relating to Mr. Todd are also enclosed.

This may not be the dairy you are looking for. If not, please let us know and we will look further.

Thank you.

Very truly yours,
Muhe Bodhi

Michael N. Bodkin abw

**Enclosures** 

cc: Charles Slover

# RECEIVED

APR 2 6 1995

WATER NESCONDED DEPT. SALEM, OREGON

August 4, 1949

Mr. Virgil Todd, Lee Route, Coquille, Oregon.

Dear Mr. Todd:

At the request of Mr. Slover we have prepared and enclose herewith the original and duplicate of the proposed farm lease between the Slovers and you and your wife, covering certain property in Township 28 South, Range 12 West of Willamette Meridian, for the term of three years from September 11, 1949.

The terms of this lease are substantially the same as the terms of the Gasner lease, and we assume that it is satisfactory to you.

We suggest that you and your wife sign both copies of the lease, and forward one copy to Mr. Slover at Mount Vernon, Oregon, in the envelope we have enclosed for that purpose.

Very truly yours,

andrew J. Newhouse IL Enc. 3

# PECFIVED

APR 2 6 1995

September 19, 1949 WALLA ALSO LEPT.

SALEM, OREGON

United States Department of Interior Bonneville Power Administration Portland 8, Oregon

Attention:

E. L. Hobbs, Chief,

Land Section

Gentlemen:

I have your letter of August 10, and in reply wish to advise that the offer you have made for an easement through certain farm lands of mine is not acceptable. Such a right of way would go through the middle of our bottom land properties and would gause great and unnecessary damage to the premises from an agricultural standpoint.

There are certain hill lands in this area that I would be willing, if satisfactory terms can be reached, to give you a right of way through the same. Therefore, it is my suggestion that you have your representative get in touch with me at your earliest opportunity if you are interested in a right of way on the hill land part of the farm.

I also call your attention to the fact that I have leased my farm to Mr. Virgil Todd and his views would also have to be considered in the matter.

Awaiting your further advice, I remain,

Very truly yours.

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APR 2 6 1995

FAARM LEASE

WATER RESOURCES DEPT.
SALEM, OREGON

THE AGREEMENT. Made and entered into this // the day of August, 1944, by and between F. S. Slover of Marshfield, Oregon, as lessor and Martin Gasner, as Lessee.

WITNESSETH:

That for and in consideration of the rental to be paid and the covenents, and conditions here in contained to be performed by lessee, Lessor does hereby lesse and let unto Lessee, and Lessee does hereby lesse from Lessor the following described resiproperty to-wit:

Lot 1, and the Southwest quarter of the Southwest quarter (SE4SW4), less one acre, of Section 11; and Lots 3 and 5 of Section 14; all in Township 28 South, Range 12 West of the Willemette Meridian.

TO HAVE AND TO HOTD, the said premises unto lessee for a term of five (5) years from November 1, 1944 to and terminating November 1, 1949.

As rental and consideration of said premises, Lessee agrees to operate said farm as a dairy and to furnish the live-stock and labor, and every thing necessary, and to pay or cause to be paid unto Lessor as rental the following:

Twenty Five Hundred (2500) pounds of butter fat in each year during the term of this 'ease, which sha'' be, by 'essee, be de'ivered to such creamery as is agreeable to the parties hereto, such cheese factory or any purchaser of mi'k products is hereby authorized and directed to with-ho'd end pay direct unto Lessor one-half the gross probutter-fat ceeds derived of sale of said twenty-five hundred (2500) pounds of/mikk, including butter-fat subsidy thereon, if any, unti' said twenty-five hundred (2500) pounds of/mikk has been paid for unto Lessor. It being expressly agreed that a'' rent for each year sha'' be on paid in full, or before November' in each year.

It is further expressly agreed under conditions of this lease that Lessee will maintain a herd of not less than thirty (30) milk cows during each year of this lease.

Lessee further agrees at the end of this lease or upon termination thereof silo half full to leave in the barn tons of good quality hay, and fact of insilage in the silo, the same being the amount received by him to further understood and armed that

Lessee further agrees to repair and maintain all buildings and fences on the premises during the term thereof, Lessor to furnish any required material for exterior fences. It is further understood and agreed that any incide fences the Tessee may desire, are to be built and maintained at the full expense of said Tessee.

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APR 2 6 1995

SALEM, OREGON

The Lessee further agrees to keep lands herebefore described free from Canage thistle and what is known as ever-green blackberry and not allow either to germinate seed within said premises during the life of this lesse.

The Lessee further agrees to take care of all fertilizer from the barn or barns on said premises and spread the same upon the fields in most need of it at suitable periods and as frequently as conditions will permit, not allowing it to accumulate for long periods and thereby deteriorate and waste.

The Lessee agrees further to keep the foundations of the diery bern and silo clear of accumulations and the housing and feeding of hogs within the dairy barn shall not be permitted during the life of this lesse.

At the temmination of this 'ease the said Lessee hereby agrees to quit add deliver up possession of said premises unto Lessor, his heirs or assigns, peaceably and quietly at the end or termination of said 'ease in as good order and condition (reasonable wear and
use thereof and damage by the elements excepted) as the same are now or may be put into,
and not to make or suffer any waste thereof, and to pay the rent as above set forth, now
lease or 'et, nor permit any other person or persons to occupy or improve the same, without the consent of the lessor having been first obtained in writing. And the Lessor shall
have the privilege to enter the premises to view the same and to make such improvements
and to expel the Lessee if he fails to pay the rentals as hereinbefore set forth, or to
keep the covenents herein agreed to be kept and performed.

This lease shall not be assigned, nor the premises, nor any part thereof, assigned, let or sub-let without first obtaining the written consent of lessor and having the same endorsed hereon as to each and every much assignment or sub-letting; and this covenant against assignments and sub-letting shall apply to assignments by operation of law as well as to voluntary assignments.

It is agreed that the renta' payments provided herein sha'' be payab'e month'y from the proceeds the sa'e of said mi'k and cream products produced from the use of said premises and in the event said mi'k and cream payments are not sufficient to pay the minimum renta' due hereunder, the Lessee agrees to pay the full amount on or before the end of the year. Time of payment and the strict and 'itera' performance of each of the covenants herein set forth are of the essence of the agreement and no quiver, if any, by the Lessor of a prior default sha'l be deemed to constitute a waiver of a subsequent default and in case the Lessee shall fail to pay the month'y reental payments aforesaid, and each of them when the same shall become due, and upon the strict terms and times above 'imited, or sah'l 'ikewise fail to property maintain and keep up said

RECEIVED

APR 2 5 1995

premises as provided herein, or shall feil to perform and keep any of the covenants and agraements and stipulations aforesaid strictly and literally, or in case the said leased premises shall be deserted or vacated by Lessee, the Lessor may, at his option, and without prejudice to his other lawful remedies, declare this lease null and void and the Lessor shall have the right to re-enter upon said premises without notice or demand the Lessee hereby expressly (weives all rights to notice to quit possession and the lessee agrees to immediately vacate said premises and shell have no further rights in and to the use thereof.

It is further agreed that the premises above described are secondarie to sale during any year of this 'ease, but that in the event of sale, Lessee may retain possession as tenant until the end of such year or on or before November , and that he shall receive notice of said saie four months prior to the end of any such year, it being further provided that the Lessee is given the exclusive right for a period of thirty days after notice of such acceptable offer by Lessor for the sale thereof to purchase on like terms and conditions as are acceptable to Lessor and shall the event of sale and delivery of possession for or before said November in any year, have the right to remove any crops then harvested on premises. Lessee expressly agress, at in the event of sale to a third person and notice as herein provided for to vacate said premises and in such event that this 'ease is automatically terminated by such sale.

IN WITNESS WHEREOF Lessor and Lessee have hereunto and to another instrument of like date and tenor set their hands and seels the day and year first herein written.

Mastin Lesner

instrument was acknowledged before me on ... COGMENT IN AN INDIVIDUAL CAPACITY Notary Public - State of Oregon My commission expires: " Cail 10 1995 by PECEIVED APR 2 6 1995 WAIL TOUCH LEPT. MOTAL OF GON MY COMMISSION COMM SALEM, OREGON MY WINNIGHT E-MES MOST 658  Taylot,517.00, p #28 S12 W14

Taylot,517.00, p #28 S12 W11

Localt 8501.00 tely 6 miles up

Localt approx

Lee Valey R'

I have lived in the neighborhood I can attest to the fact that the During on it from my earliest recollable. I can attest to the fact that the puring that time. During that time the above listed pay, until present time. During that time property has had live left abandoned or unused for any 5 year etion (approximate the property has a guestions regarding this matter, Please the property has some some seriod.

If You have

MCIAN GEIGIAL SEAL

Notary dela De Preson

Con Oppo

ACK.

April 2, 1993

# RECEIVED

APR 2 5 1995

WATER RESOURCE SEPT. SALEM, OREGON

State of Oregon Water Resources Department 3850 Portland Road NE Salem, OR 97310

Dear Sirs;

Re: Land Parcels

Tax Lot 8517.00, Map #28 S12 W14 Tax Lot 8501.00, Map #28 S12 W11

Between the years of 1964 through 1990, the land parcels listed above were owned by Ingram Brothers. During that time the property was stocked with our livestock or leased out to others for their livestock, and that livestock was always watered from the adjoining river. I can attest to the fact that this property was not left unused for any five year period in all that time.

If you have any further questions regarding this matter, please contact me. Phone: (503) 572-2917.

Sincerely,

Kenneth Ingram

OFFICIAL SEAL

V ROSE

NOTARY PUBLIC - OREGON
COMMISSION NO. 022648
MY COMMISSION EXPIRES MAR. 4, 1997

Notary

Date 4/6/

Tax Year	Assess&Tax Pers. Prop Roll	` <b>i</b>	, -	<b>.</b> y	Pq. No.	NAME IKE CH	IANDLER	School Dist.	Sec	Twsp.	Range	LAND DESCR	<u>IPTION</u>	266					
# Acres Tillable Land	\$ of Tillable Land	# Acres Non-Till. Land	\$ of Non-Till. Land	\$ of Bldg & Other Imp.	\$ of Steamboats, \$ of Sailboats, Stationery \$ of Rolling Engines & Manufact'g Merch'ndise &		Farming Imp Wagons, Carr Etc.		s Fur Wa	sehold niture, tches, lry Etc.	# of Horses & Mules	\$ of Horses & Mules	# of Cattle	\$ of	# of Sheep & Goats	\$ of Sheep & Goats	# of Swine	\$ of Swine	
								50	) ———		60	3	75	18	348			15	40

COOS COUNTY, OREGON ABSTRACT OF

ASSESSMENT & TAX ROLL OREGON LAND DESCRIPTION School Dist. Twsp. Range

1906	X		1/_	104			23							<del>_</del>		aranzi e z
# Acres Tillable	\$ of Tillable Land	# Acres Won-Till. Land	 \$ of Bldg & Other Imp.	\$ of Rolling Stock	\$ of Steamboats, Sailboats, Stationery Engines & Manufact'g Machinery	\$ of Merch'ndise & Stock in Trade	Farming Implements Wagons, Carriages Etc.	Household Furniture, Watches, Jewelry Etc.	# of Horses & Mules	\$ of Horses & Mules	# of Catt <u>l</u> e	\$ of Cattle	# of Sheep & Goats	\$ of Sheep & Goats	1	\$ of Swine
								50	2	80	20	255			16	16

ISAAC CHANDLER

Assess&Tax/

Pers. Prop. Roll

Tax Year

Personal

Property

Roll

Assess&Tax

Roll

	Assess&Ta	· }	Persona	•		NAME					LAND DESC	RIPTION						
Tax Year	Pers. Pro	op. Assess		Vol. No.	Pg. No.	Chandle	r. Q.	School Dist. S	ec Tw	sp. Range								
1916			X	1	33			23										
# Acres Tillable Land	\$ of Tillable Land	able Non-Till. Non-Till. Bldg & Rolling Engines & Manufact'g Merch'r						1	ges	Household Furniture, Watches, Jewelry Etc.	# of Horses & Mules	\$ of Horses & Mules	# of Cattle	\$ of Cattle	# of Sheep & Goats	\$ of Sheep & Goats	# of Swine	\$ of Swine
	1		1					35			2	120	27	500			15	45
	Date 1/7/93 Supervisor 9													ngli	n.			:=======
																<b>∀</b> <b>∀</b>	terp, i i juyê	
								COOS COUNTY, OREA ARSTRACT OF ASSESSMENT & TAX I							SALEM,	APR 2		
Tax Year	Assess&Tax/ Personal NAME  Pers. Prop. Assess&Tax Property Roll Roll Vol. No. Pq. No.  Roll Roll Roll Vol. No. Pq. No.														OREGON	1995 EPT.		
# Acres Tillable Land	\$ of Tillable Land	# Acres Non-Till. Land	\$ of Non-Till. Land	\$ of Blokg & Other Imp.		\$ of Steamboats, Sailboats, Stationery Engines & Manufact'g Machinery	\$ of Merch'ndise & Stock in Trade	Farming Implement Wagons, Carriage Etc.	nts :	Household Furniture, Watches, ewelry Etc.	# of Horses & Mules	\$ of Horses & Mules	# of Cattle	\$ of Cattle	# of Sheep & Goats	\$ of Sheep & Goats	# of Swine	\$ of Swine
								<u> </u>			Super							

Tax Year	Assess&Tax, Pers. Prop Roil	<b>,</b>	Tax Prop	erty	Vol. No.	NAME  J. W. M.	J. W. MAST Scho			Twsp.	Range	LAND DESCR	IPTION						
# Acres Tillable Land	. 1	# Acres Non-Till. Land	\$ of Non-Till Land	. B	\$ of lddg & her Imp.	 \$ of Steamboats, Sailboats, Stationery Engines & Manufact'g Machinery	lboats, Stationery \$ of Farmines & Manufact'g Merch'ndise & Wage		ement.	s Furi War	sehold niture, tches,	# of Horses & Mules	\$ of Horses & Mules	# of Catt <u>le</u>	\$ of	# of Sheep & Goats	\$ of Sheep & Goats	# of Swine	\$ of Swine
										Date	2/28	92 Super	rvisor 🔀		260 Lin	30	75		

1908 COUNTY, OREGON ABSTRACT OF ASSESSMENT & TAX ROLL

Tax Year	Lssess&Tav Pers. Prop Roll	1	, -	rty	Vol. No.	Pg. No.	J. W. M.	AST	School Dist.	Sec	Twsp.	Range	LAND DESCR	IPTION				REGON	BUS SEPT	19
1919			X		/	85			23				· ·						<del></del>	
# Acres Tillable Land	\$ of Tillable Land	# Acres Non-Till. Land_	\$ of Non-Till. Land			\$ of Rolling Stock	\$ of Steamboats, Sailboats, Stationery Engines & Manufact'g Machinery	\$ of Merch'ndise & Stock in Trade	Farming Imp Wagons, Car Etc.		s Fur Wa	sehold miture, tches, lry Etc.	# of Horses & Mules	\$ of Horses & Mules	# of Cattle	\$ of Cattle	# of Sheep & Goats	\$ of Sheep & Goats	Į.	\$ of Swine
											/	90_			8	320				

									POSESSMENT & TAX KUL	ь								
Tax Year	Assess&Ta: Pers. Pro Roll		&Tax P	Personal Property Roll	Vol. No.		austin,	W.G.	School Dist. Sec	Twsp. Range	LAND DESCR	IPTION						
1928				<b>×</b>	/	73			23									
# Acres Tillable Land	\$ of Tillable Land	# Acres Non-Till. Land	\$ o Non-T Lan	ill.	\$ of Bldg & ther Imp.	\$ of Rolling Stock	\$ of Steamboats, Sailboats, Stationery Engines & Manufact'g Machinery	\$ of Merch'ndise & Stock in Trade	Farming Implements Wagons, Carriages Etc.	Household Furniture, Watches, Jewelry Etc.	# of Horses & Mules	\$ of Horses & Mules	# of Cattle	\$ of Cattle	# of Sheep & Goats	\$ of Sheep & Goats	# of Swine	\$ of Swine
							,		50		2	130	24	665				1
	Date 1/7/93 Supervisor Anglin																	
	COOS COUNTY, OREGON  ARSTRACT OF  ASSESSMENT & TAX ROLL														SALEM, OREGON	APR 2 3 19		
Tax Year /923	Assess&Tax/ Pers. Prop. Roll	:	Tax Pr	rsonal operty Roll	Vol. No.	pg. No.	austin,	W. G.	School Dist. Sec 7	Nvsp. Range	LAND DESCRI	PTION	<u>-</u>			GON	1895	
# Acres Tillable Land	7	# Acres Non-Till. Land	\$ of Non-Ti Land	п. В	\$ of ldg & her Imp.	\$ of Rolling Stock	\$ of Steamboats, Sailboats, Stationery Engines & Manufact'g Machinery	\$ of Merch'ndise & Stock in Trade	Farming Implements Wagons, Carriages Etc.	Household Furniture, Watches, Jewelry Etc.	# of Horses & Mules	\$ of Horses & Mules	# of Cattle	\$ of Cattle	# of Sheep & Goats	• "	,	\$ of Swine
							100		50		2	130	17	490			/	5
										Date 117/0	13 Super	visor 🦴	A	nglu	· · · · · · · · · · · · · · · · · · ·			

Tax Year	AssessüTax Pers. Prop Roll	' <b>!</b>	Тах	Personal Property Roll	у	oì. No.	1	Hugo Mi	chaec	School Dist.	Sec	Twsp.	Range	LAND DESCR	IPTION						
433				×		1_	67			23	_										
# Acres				\$ of Merchindise &	Farming Imp		s Fur Wa	sehold niture, tches,	# of Horses &	\$ of Borses &	# of	\$ of	# of Sheep &	\$ of Sheep &	1	\$ of					
_Land	Land	Land	La	and	Uther	r imp.	Stock	Machinery	Stock in Trade	Etc.	)	Jewe.	lry Etc.	Mules 2	Mules	Cattle 35	Cattle 555	Goats	Goats	Swine	

Date 2 30 92 Supervisor

Anglini

COOS COUNTY, OREGON

ARSTRACT OF

ASSESSMENT & TAX ROLL

Tax Year	Assess&Tax Pers. Prop Roll	i	Person Fax Proper Roll	ty	lo. Po	g. No.	Lugo Mic	hREL	School Dist.	Sec	Twsp.	Range	LAND DESCR	IPTION .				GON	<b>35</b>	5
# Acres	\$ of	# Acres	\$ of	\$ of	\$	,	\$ of Steamboats, Sailboats, Stationery	\$ of	Farming Imp		s Fur	sehold niture, tches,	# of	\$ of Horses &	# of	\$ of	# of Sheep &	\$ of Sheep &	# of	\$ of
Tillable Land	Tillable Land	Non-Till. Land	Non-Till. Land	Bldg & Other Im		lling tock	Engines & Manufact'g Machinery	Merch'ndise & Stock in Trade	Wagons, Carriages Etc.		Jewe	lry Etc.	1	Mules 95	Cattle	Cattle	Goats	Goats	Swine	1

Date 2 30 92 Supervisor

J. Anglin

	AssessäTax	/	Person	n		NAME					1	LAND DESCR	IPTION						_
	Pers. Prop	1	1 -	- 1	-			School			] [								
Tax Year	Roll	Roll	Roll	Vol. No.	Pg. No.			Dist.	Sec	Twsp.	Range								
1937-				/	80	MICHAEL	-, Hugo	23											
1938						\$ of Steamboats,	<u> </u>	<u> </u>		Hou	sehold	1	1				<u> </u>	]	
# Acres	\$ of	# Acres	\$ of	<b>\$</b> of	\$ of	Sailboats, Stationery	\$ of	Farming Impl	arming Implements		niture,	# of	\$ of			# of	\$ of		]
Tillable	Tillable	Non-Till.	Non-Till.	Kon-Till. Bldg &		Engines & Manufact'g   Merch'ndise &		Wagons, Carriages		Wa	tches,	Horses &	Horses &	# of	\$ of	Sheep &	Sheep &	# of	\$ of
<u>Land</u>	Land	Land	Land Other Imp.		Stock	Machinery	Stock in Trade	Etc.		Jewe.	lry Etc.	Mules	Mules	Cattle	Cattle	Goats	Goats	Swine	Swine
								60	>			/	40	34	770				
										Date /	2/30	92 Super	ruisor S	An	alin				

Tax Year 1942 1943	Assess&Tax Pers. Prop Roll	i	Roll		Vol. No.	Pg. No.	MAME	School Dist.		Twsp.	Range	LAND DESCRIPTION							5	
# Acres Tillable Land	\$ of Tillable Land	# Acres Non-Till. Land	\$ of Non-Till.	I	\$ of Bldg & ther Imp.	\$ of	\$ of Steamboats, Sailboats, Stationery Engines & Manufact'g Machinery	\$ of Merch'ndise & Stock in Trade	Farming Imp. Wagons, Carr Etc.	lement.	s Fur Wa	sehold niture, tches, lry Etc.	# of Horses & Mules	\$ of Horses & Mules	# of Cattle	\$ of Cattle	# of Sheep & Goats	\$ of Sheep & Goats	# of Swine	\$ of Swine

WAT A RESOURCE

# King A. Phelps Engineering, Surveying, Water Rights Examiner P.O. Box 941 Yachats, Oregon 97498

RECEIVED

JAN - 5 1994

WATER RESOURCES DEPT.
SALEM, OREGON

January 3, 1993

Water Resources Department 3850 Portland Road NE Salem, Oregon 97310

Attn: Don Knauer

RE: Claim of Beneficial Use Map for File No. SWR-376

Dear Sir,

Enclosed please find the corrected map for Dee Morey, SWR-376. Please review this map and let me know if there any changes needed.

Sincerely

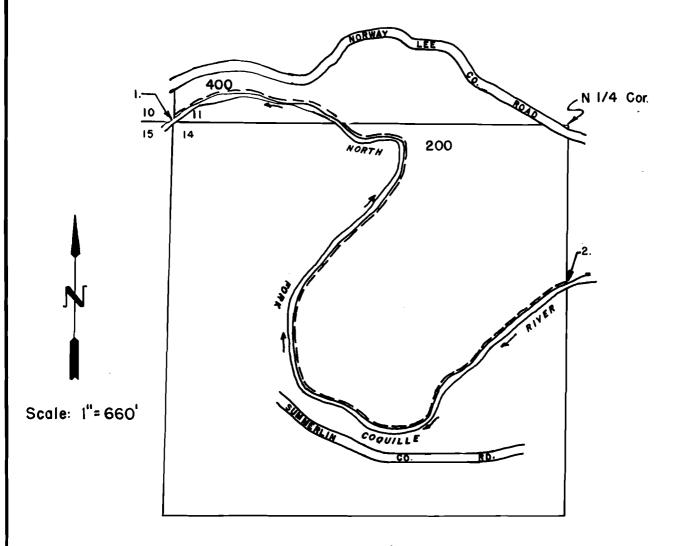
King A. Phelps

WRE 249

## CLAIN OF BENEFICIAL USE MAP

DEE MOREY SWR-376

Sections II, 14 T28S, R12WWM
TAX LOTS 900,400



- 1. Point of stream entry is located 990' south of the N1/4 corner, Sec. 14.
- 2. Point of stream exit is located N89° 26'W a distance of 2634' from the N1/4 corner, Sec. 14.
- --- Reach of stream used for livestock watering



THE PURPOSE OF THIS MAP IS TO IDENTIFY THE LOCATION OF THE WATER RIGHT. IT IS NOT INTENDED TO PROVIDE INFORMATION RELATIVE TO THE LOCATION OF PROPERTY OWNERSHIP BOUNDARY LINES.

# King A. Phelps Engineering, Surveying, Water Rights Examiner 237 St. Dennis Rd. North Bend, Oregon 97459

Jan 2 1 1993

June 9, 1993

Water Resources Department 3850 Portland Road NE Salem, Oregon 97310

Attn: Don Knauer

RE: Claim of Beneficial Use Maps for File No. SWR-376

Dear Sir,

Enclosed please find a map for Dee Morey, SWR\_376. Please review this map and let me know if there any changes needed.

Sincerely

Ki'ng A. Phelps

WRE 249

## King A. Phelps Engineering, Surveying, Water Rights Examiner 237 St. Dennis Rd. North Bend, Oregon 97459



April 18, 1993

Water Resources Department 3850 Portland Road NE Salem, Oregon 97310

RE: Surface Water Registration Map File No. SWR-376

To Whom It May Concern,

The field work and map preparation on this project is anticipated to be completed and in your hands before June 1, 1993.

King A. Phelps

WRE 249

March 30, 1993



Don Knauer Oregon Water Resources Department 3850 Portland Rd. NE Salem, OR 97310

Dear Mr. Knauer,

Re: Registration Statement # SWR-376

In reply to your letter of March 19, 1993, I am writing to advise you that I have contracted with a Certified Water Right Examiner to prepare a map, according to ORS 539.240. The Examiner I have chosen is:

> King Phelps 705 Bonneville Rd. Lakeside, OR 97449

Phone: 756-3545

You may contact me at 572-3020 if you have any questions.

Dee Marey Sincerely,

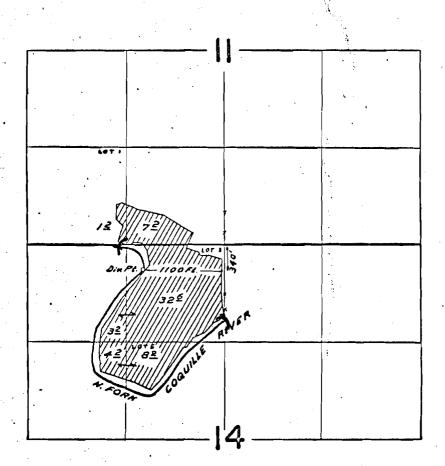
cc: King Phelps

#### RECEIVED

DEC 3 0 1992

WATER RESOURCES DEP1.
SALEM, OREGON

T. 28S. R.12 W. W.M.



STOCKWATER

### FINAL PROOF SURVEY

Application No. 3.9.4.3.2. Permit No. 2.9.2.9.4. IN NAME OF
INGRAM BROTHERS

Surveyed AUG 31 1965, by L. COLEBANK

#### SURFACE WATER REGISTRATION CHECKLIST

(received after July 18, 1990)

CHECK BASIN MAP Der NAME South Coast # 17 UNADJUDICATED AREA? YES
RECEIPT # 95779 S W R NUMBER _ 376
CHECK ENCLOSURES PRELIMINARY DATA BASE ENTRY DATA
ACKNOWLEDGEMENT LETTER ENTER ON STREAM INDEX
CHECK QUADRANGLE MAP CHECK GLO PLATS
WATERMASTER CHECKLIST PUBLIC NOTICE PUBLICATION LOW
blanks filled in signed date received stamped  MAP REVIEW  Source and trib diversion point location conveyances (pipes, ditch, etc.) place of use scale township, range, section north arrow  CWRE stamp disclaimer date survey was performed P.O.B. of survey dimensions and capacity of diversion system "beneficial use" type title "permanent-quality" paper
WATER RIGHT RECORD CHECK FIELD INSPECTION
FINAL FILE REVIEW FINAL DATA BASE ENTRY
ENTER ON PLAT CARDS

C:\WP51\SWR\CHCKLIST.1

7-30-92



April 27, 1995

WATER
RESOURCES
DEPARTMENT

DEE MOREY HC 83 BOX 2220 COQUILLE OR 97423

RE: SWR-376

Dear Mrs. Morey,

This will acknowledge the receipt of data to support the pre-1909 vested water right claim. I have added the data to the file. Thank you for your attention to this matter. If you have any questions, please give me a call.

Sincerely,

Don Knauer

Adjudication Specialist

M:\W\S\C\3\SWR-0376.005



## 3/24/95 Sw2-376

Oregon

W A T E R

RESOURCES

DEPARTMENT

January 10, 1994

Doze Morry

CAUZO ABOUT STATUS

KING A PHELPS SO FIRE - TOWN ARE

PO BOX 941

YACHETS OR ! SHE HAS MET FEQUIPMENT

RE: SWR-376 HAS BOOK RICHTED USE THE

WATER - SHE SAID SITE

Dear Mr Phelps, Jan Some EUDENS

This will acknow the name of DE map to the file. 'give me a call.

Det\_

vater right claim in . I have added the ly questions, please

Sincerely,

Don Knauer

Adjudication Specialist

J:\W\S\C\\SWR-0376.004



## Oregon

November 2, 1993

WATER
RESOURCES
DEPARTMENT

KING A. PHELPS 237 SAINT DENNIS RD NORTH BEND OR 97459

RE: File# SWR-376

DEAR KING A. PHELPS,

The Water Resources Department (WRD) received a little over 500 surface water registration statements in December, 1992. All of the files have been set up and reciepts for the fees have been sent. The next step is to insure the maps received in support of the claims are acceptable based on Oregon Revised Statutes (ORS) and Oregon Administrative Rules (OAR).

I am returning the map you prepared for Dee Morey. You will find the item which requires completion or correction shown below. I have the description followed by the ORS or OAR site and paraphrased statute or rule.

place of use (1/4 1/4)

ORS 539.240 (2) (d) (B) "The location of place of use by quarter-quarter section..." You must show the location of the 1/16th lines.

scale

OAR 690-14-170-1 "The map scale shall be 1" = 1320', 1" = 400', or the scale of the county assessor map..." I am not requiring you change the scale, this is for future reference.

You must return the map before the claim can be processed. If you cannot have the map to the WRD within 60 days, please inform me as to when it can be expected. Please mark all correspondence with the file number.

As always, if you have any questions, please give me a call.

Sincerely,

Don Knauer

Adjudication Specialist

**Enclosures** 

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June 23, 1993

WATER
RESOURCES
DEPARTMENT

KING PHELPS PO BOX 941 YACHATS OR 97498

RE: SWR-376

Dear Mr Phelps,

This will acknowledge the receipt of the map you prepared to support the pre-1909 claim to a vested water right in the name of Dee Morey. The map will be added to the file and rreviewed in the future. I am now on file # 142.

If you have any questions, please give me a call.

Sincerely,

Don Knauer

Adjudication Specialist

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WATER
RESOURCES
DEPARTMENT

April 5, 1993

KING PHELPS 705 BONNEVILLE RD LAKESIDE OR 97449

RE: Surface Water Registration Map

Dear MR PHELPS,

DEE MOREY has indicated to the Oregon Water Resources Department (WRD) that you have been hired to prepare the claim of beneficial use map for their Surface Water Registration Statement. Would you please inform me of your anticipated schedule of map preparation and submission to the WRD.

Please mark all correspondence related to this claim with the file number SWR-376.

Sincerely,

Don Knauer

Adjudication Specialist

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March 19, 1993

WATER
RESOURCES
DEPARTMENT

DEE MOREY HC 83 BOX 2220 COQUILLE OR 97423

Dear DEE MOREY,

This will acknowledge that your Surface Water Registration Statement in the name of DEE MOREY has been received by our office. The fees in the amount of \$200.00 have been received and our receipt #95779 is enclosed. Your registration statement has been numbered SWR-376.

The map you submitted with your claim is not acceptable. ORS 539.240 (2) (d) requires the map be prepared by a Certified Water Right Examiner (CWRE). Within 60 days of this letter you must send a letter to this address indicating you have contracted with a CWRE to prepare your map. You should send your letter to my attention. In your letter you must identify the name of the CWRE who will prepare your registration statement map. We will contact the CWRE to arrange a map submittal deadline.

We will not be able to process your claim until we have received your map. If you have any questions regarding this process, please do not hesitate to give me a call.

Please feel free to contact this office if you have any questions.

Sincerely,

Don Knauer

Adjudication Specialist

Enclosure

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3850 Portland Rd NE Salem, OR 97310 (503) 378-3739 FAX (503) 378-8130

#### STATE OF OREGON

WATER RESOURCES DEPARTMENT RECEIPT # 95779

3850 PORTLAND ROAD NE

SALEM, OR 97310

378-8455/378-8130 (FAX) APPLICATION RECEIVED FROM: PERMIT BY: **TRANSFER** OTHER: (IDENTIFY) CASH: CHECK: # TOTAL REC'D WRD MISC CASH ACCT 01-00-0 842.010 **ADJUDICATIONS** 831.087 **PUBLICATIONS/MAPS** 830.650 PARKING FEES Name/month OTHER: (IDENTIFY) REDUCTION OF EXPENSE CASH ACCT COST CENTER AND OBJECT CLASS **VOUCHER#** 03-00-0 WRD OPERATING ACCT MISCELLANEOUS: \$ 840.001 COPY FEES \$ RESEARCH FEES 850.200 MISC REVENUE: (IDENTIFY) 880.109 520.000 OTHER (P-6): (IDENTIFY) RECORD FEE **EXAM FEE WATER RIGHTS:** s SURFACE WATER 842.001 842.002 **GROUND WATER** 842.003 842.004 842.005 TRANSFER 842.006 LICENSE FEE **EXAM FEE** WELL CONSTRUCTION \$ 842.022 WELL DRILL CONSTRUCTOR 842.023 \$ WELL DRILL OPERATOR 842.016 842.019 \$ LANDOWNER'S PERMIT 842.024 WELL CONST START FEE 06-00-0 842.013 WELL CONST START FEE \$ CARD # MONITORING WELLS CARD # 45-00-0 LOTTERY PROCEEDS \$ 864.000 LOTTERY PROCEEDS HYDRO ACTIVITY LIC NUMBER 07-00-0 842.011 POWER LICENSE FEE(FW/WRD) 842.115 HYDRO LICENSE FEE(FW/WRD) HYDRO APPLICATION RECEIPT #

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