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APR 2 6 1995
WATER RESOURCES DEPT.
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
1990/1990	Ken Ingram	Letter from Ken
1990/Prsnt.	Dean and Dee Morey	

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

Sincerely,

Dee Morey

Dee Morey

Book #15
282+283

State Of Oregon.

In Consideration of One hundred Dollars, paid to the Board of Commissioners for the sale of School University and other state lands, the State of Oregon does hereby grant, bargain, sell and convey unto A. D. Hopkins, his heirs and assigns, the following described School lands situate in Coos County, Oregon, to-wit: The south west quarter of the North East quarter of Section Eleven, — Township 23 South, range 12 West of the Willamette Meridian, containing forty acres. To Have and to Hold the said premises, with their appurtenances, — unto the said A. D. Hopkins his heirs and assigns, for ever. —

Witness the seal of the State, affixed this 14th day of Feb 1887. —

Seal

Sylvester Pennoyer, Governor.
Geo. W. McBride, secretary.
G. W. Webb, Treasurer.

State Record of Deeds, Book O, Page 291.

Recorded, at 8, a.m. April 5th A.D. 1887
C. J. Lamb, Co. Clerk. By R. H. Lowe Deputy.

The United States of America,

Homestead Certificate No. 909 — Application 2951

To All to whom these Presents, shall Come, Greeting: Whereas there has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Roseburg Oregon, whereby it appears that pursuant to the Act of Congress approved 20th May, 1862, "To secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of James Rowley has been established and duly consummated, in conformity to law, for the Lot numbered One, and the south east quarter of the south west quarter of Section Eleven and the Lots numbered three and five of Section fourteen in Township twenty Eight South of range twelve west of Willamette meridian in Oregon, Containing one hundred and Thirty-Eight Acres and Eighty-two hundredths of an acre, according to the Official Plat of the survey of the said Land, returned to the General Land Office by the Surveyor General: —

Now Know Ye, That there is, therefore, granted by the United States unto—

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SALEM, OREGON

the said James Rowley the tract of Land above described: ——

To Have and to Hold the said tract of Land, with the appurtenances thereof, unto the said James Rowley and to his heirs and assigns forever; subject to any vested and accrued 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 decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by Law. ——

In Testimony Whereof I, Chester A. Arthur, President of the United States of America, have caused these Letters to be made Patent, and the seal of the General Land Office to be hereunto affixed. Given under my hand, at the City of Washington, the tenth day of November, in the Year of our Lord One thousand Eight hundred and Eighty-two And of the Independence of the United States the One hundred and seventh.

Seal

By the President: Chester A. Arthur,

By O. L. Judd, Asst. Secretary.

Recorded, Vol. 4, Page 190. S. W. Clark, Recorder of the General Land Office.

Recorded at 10 A.M. April 6th A.D. 1887.
J. J. Lamb, Co Clerk. By R. H. Lowe Deputy

The United States of America,

Certificate No. 4546. } To All to whom these Presents shall come, Greeting:

Whereas William P. Mast of Coos County, Oregon, has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Roseburg Oregon whereby it appears that full payment has been made by the said William P. Mast according to the provisions of the Act of Congress of the 24th of April, 1820; Entitled "An Act Making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the Lot Numbered One of Section twelve in Township twenty-eight south, of range twelve west of Willamette Meridian in Oregon, containing twenty-three acres and one hundred [illegible] of an acre according to the Official Plat of the Survey [illegible]

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Book 5-559

Mortgage of O.E. Smith, Sarah Abigal Smith, Henry Sengstacken and Sengstacken in favor of Dora Norman, to John Williams of Mar[illegible] Coos County Oregon together with a certain promissory Note of [illegible] hundred dollars bearing date August 22d 1884 & payable on or befor[illegible] years after date with interest at ten per cent per annum and principal & interest payable in United States Gold Coin. Said Note drawn by Henry Sengstacken & O.E. Smith and in favor of said Dora Norman, And the payment of which Note is secured by the Mortgage above described.

Dated Marshfield August 31st 1885.

Dora Norman

Witnesses
W. O. Christensen
George Phillips

Recorded September 1, 1885

J J Lamb
County Clerk.

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WA[illegible] DEPT.
SALEM, OREGON

Satisfaction of this mortgage is recorded at Page 368 of Book No. 6 Record of mortgages in Coos Co. Oregon, this Feb. 19-1887.
J J Lamb, County Clerk

This Indenture, Made the 22nd day of June, in the Year of our Lord, One thousand Eight hundred and Eighty five, Between William P. Mast and C. H. Mast his wife, of Coos County Oregon = parties of the first part, and James Rowley, of Klamath County, State of Oregon, the party of the Second part, Witnesseth; That, the said parties of the first part, for and in Consideration of the sum of Seven Hundred and Eighty five Dollars Gold Coin of the United States of America, to them in hand paid, do grant, bargain, sell and Convey unto the said party of the second part, and to his heirs and assigns forever, All that Certain piece or parcel of land situate in the said County of Coos, State of Oregon, bounded and described as follows: Lot No One (1) and S.E. 1/4 of S.W. 1/4 of Section Eleven (11) and Lots No Four (4) and Five (5) Section Fourteen (14) Township Twenty Eight (28) South, of Range Twelve (12) West of Willamette Meridian. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. This Conveyance is intended as a Mortgage [illegible] to Two Certain Promissory Notes of date of June 22nd 1885, of the amount of $392 50/100 Each, One of said Notes to be paid

January 1st 1886, and the other January 1st 1887, both drawing 10 % interest, and payable in Gold Coin; And these presents shall be void, if such payments be made according to the tenor and effect thereof; but in case default be made in the payment of the principal or interest, as in said Notes provided, then the said party of the second part his executors, administrators and assigns are hereby empowered to sell the said premises, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law; and out of the Money arising from such sale, to retain the said principal and interest, together with the costs and charges of making such sale, and ten per cent. for attorney's fees; and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs or assigns. In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed Sealed and Delivered in the presence of
R. H. Mast
W. L. Mast

W. P. Mast (Seal)
C. H. Mast (Seal)

State of Oregon
County of Linn

This certifies, that on this the 18th, day of Aug 1885, before me personally appeared the within named W. P. Mast, known to me to be the person described in, and who executed the within instrument, and acknowledged to me that he freely and voluntarily executed the same for the purposes therein set forth, And C. H. Mast wife of said W. P. Mast, on an examination made by me, separately and apart from her said husband, acknowledged to me that she executed the same freely and voluntarily, and without fear or compulsion from any one.

L. L. Harmon
Justice of the Peace

Recorded Sept 8th 1885
J. C. Lamb ex Clerk
By R. H. Lowe Deputy

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WA... ...PT.
SALEM, OREGON

Book 10-344

This Indenture,

Made the second day of July in the year of our Lord, one thousand eight hundred and eighty-seven Between W. P. Mast and C. H. Mast his wife the parties of the first part and R. H. Mast all being in Coos County State of Oregon the party of the second part, Witnesseth, That the said parties of the first part, for and in consideration of the sum of Twelve Hundred $1200 00 Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, conveyed, and confirmed, and by these presents do grant, bargain, sell, convey, and confirm unto the said party of the second part, and to his heirs and assigns, forever the following described real property to wit: Lot one and the South East Quarter of the South West quarter of section Eleven and Lots 3 and 5 of Section Fourteen all in Township Twenty eight South Range Twelve West of Willamette Meridian in Coos County State of Oregon

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in or to the above described premises, and every part and parcel thereof, with the appurtenances.

To Have and to Hold, all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises, in the quiet and peaceable possession of the said party of the second part, his heirs, and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will Warrant, and by these presents forever Defend.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

J. W. Mast
Webb Mast

W. P. Mast SEAL.
C. H. Mast SEAL.
SEAL.
SEAL.

State of Oregon, County of Coos } ss

This Certifies, That on this second day of July 1887, before me personally appeared the within named W. P. Mast

known to me to be the person described in and who executed the within instrument, and acknowledged to me that he freely and voluntarily executed the same, for the purposes therein set forth, and C. H. Mast wife of said W. P. Mast on an examination made by me, separately and apart from her said husband, acknowledged to me that she executed the same freely and voluntarily and without fear or compulsion from any one.

L. L. Harman
Justice of the Peace

Received for Record and Recorded July 6th 1887
J. J. Lund, Co. Clerk

Sheley and Blanche Alice Sheley, husband 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 Board 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 OREGON
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 was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said L. J. Simpson 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.

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

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

Vol 140/308

1480- KNOW 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 Ten ($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 bargained and sold and by these presents do grant, bargain, sell and convey unto said Frank S. Slover and Elvira T. Slover, their heirs and assigns, all the following bounded and described real property, sit-

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uated in the County of Coos and State of Oregon:

Lot 1 SE¼ of SW¼, 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 logging 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 M. 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 hereunto 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 (seal)
Lola M. Mast (seal)

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

Recorded Aug. 28, 1941, 12:00 P. M.
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, hereditaments 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

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FORM No. 8—WARRANTY DEED.

50622

KNOW ALL MEN BY THESE PRESENTS, That Frank S. Slover and Elvira T. Slover, husband and wife, the Grantors,

in consideration of Ten and no/100 - *Dollars,*

to them *paid by* George W. Barton and Crystal Barton, husband and wife,

do hereby grant, bargain, sell and convey unto said George W. Barton and Crystal Barton, husband and wife, the Grantees,

their *heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of* Coos *and State of Oregon, bounded and described as follows, to-wit:*

Parcel I: Lot One (1) and the Southeast quarter (SE¼) of the Southwest quarter (SW¼), 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 Meridian.

Parcel II: Beginning 5.55 chains North and 13.95 chains East 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 Meridian, Coos County, Oregon, and run thence North 39½° East 3.17 chains to a fir knot post marked C. S.; run North 50½° West 3.17 chains to a chittum post marked C. S.; run South 39½° 3.17 chains to a chittum post marked CS; run South 50½° East 3.17 chains to the place of beginning.

SUBJECT TO: Easement for transmission line of the Bonneville Power Administration, acting under authority of the United States. Also subject to governmental rights in and to the water, bed and shore line of the North Fork of the Coquille River.

To Have and to Hold the above described and granted premises unto the said George W. Barton and Crystal Barton, husband and wife, as tenants by the entirety,

their *heirs and assigns forever.*

And *the grantor* s *above named do covenant to and with the above named grantee* s, 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 encumbrances,* except Parcel II above, and the 1955-1956 real property taxes

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,* except Parcel II described above, and except as aforesaid.

Witness our *hand*s *and seal*s *this* 20th *day of* July, *19*55.

Executed in the Presence of

Frank S. Slover (SEAL)

Elvira T. Slover (SEAL)

(SEAL)

(SEAL)

71-8-61619

KNOW ALL MEN BY THESE PRESENTS, That GEORGE W. BARTON and CRYSTAL BARTON, husband and wife,

, hereinafter called the grantor, for the consideration of ----------TEN AND NO/100---------- Dollars

to grantor paid by INGRAM BROTHERS, a co-partnership,

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

Lot One (1) and the Southeast quarter (SE¼) of the Southwest quarter (SW¼) 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 the Willamette Meridian.

SUBJECT to the following:

1. Governmental rights in and to the water, bed, and shore line of the North Fork of the Coquille River.

2. 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 heirs, successors and assigns forever.

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

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.

WITNESS grantor's hand and seal this 10th day of December, 1964

George W. Barton (SEAL)

Crystal C. Barton (SEAL)

(SEAL)

(SEAL)

ORS 21.420

STATE OF OREGON, County of Coos) ss. December 10, 1964

Personally appeared the above named GEORGE W. BARTON and CRYSTAL BARTON, husband and wife,

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

Before me:

Notary Public for Oregon

My commission expires 5-27-67

(SEAL)

WARRANTY DEED

GEORGE W. BARTON et ux

to

INGRAM BROTHERS

After recording return to:

Ingram Brothers

71-8-61619

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FORM No. 426—WARRANTY DEED (Individual or Corporate)

90-12-0464

WARRANTY DEED

RECEIVED APR 26 1995 WM. SALEM, OREGON

KNOW ALL MEN BY THESE PRESENTS, That Floyd Ingram and Billie Ingram Undivided ½ Interest *hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by* Kenneth Ingram and Beverly Ingram *, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of* Coos *and State of Oregon, described as follows, to-wit:*

The SW¼ of the NE¼ and the NE¼ of the NW¼ of Section 32 Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

Also: The NW¼ of the NE¼ of Section 32, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

Also: The following described premises, to-wit: Commencing at the Northwest corner of the SE¼ of Section 32, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South 86 rods; thence East 20 feet: thence North 86 rods; thence West 20 feet to the place of beginning, situated in Section 32, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

Except: That parcel conveyed in instrument to Coquille Plywood recorded March 25, 1958, in Book 264, Page 207, Deed Records of Coos County, Oregon

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE) (over)

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

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

RE-RECORDED Being re-recorded to correct property description

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

The true and actual consideration paid for this transfer, stated in terms of dollars, is $ exchange

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

In Witness Whereof, the grantor has executed this instrument this 29 *day of* November *, 19* 90 *; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.*

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. 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.

Floyd Ingram
Billie Ingram
Kenneth Ingram Beverly Ingram

STATE OF OREGON, }ss.
County of Coos
November 29 *, 19* 90.

Personally appeared the above named Floyd Ingram, Billie Ingram, 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: 8/14/90

NOTARY PUBLIC (OFFICIAL SEAL) STATE OF OREGON

STATE OF OREGON, County of *, 19* *, ss.*

Personally appeared *and* *who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of* *, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.*

Before me:
Notary Public for Oregon
My commission expires:

(OFFICIAL SEAL)

(If executed by a corporation, affix corporate seal)

Floyd Ingram and Billie Ingram
P.O. Box 90
Norway, OR 97460
GRANTEE'S NAME AND ADDRESS

Kenneth Ingram & Beverly Ingram
P.O. Box 85
Myrtle Point, OR 97458
GRANTEE'S NAME AND ADDRESS

After recording return to:
Kenneth & Beverly Ingram
P.O. Box 85
Myrtle Point, OR 97458
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address:
Kenneth & Beverly Ingram
P.O. Box 85
Myrtle Point, OR 97458

State of Oregon, County of Coos ss.
I, Mary Ann Wilson, County Clerk, certify that the within instrument was received for record on Dec. 11, 1990 at 10:31 A.M. and recorded in book/reel/volume No. 90-12 on page or as fee/file/instrument/microfilm/reception No. Record of Deeds of said county.
Witness my hand and seal of County affixed.
By *Deputy*

STATE OF OREGON, }ss.
County of .....
I certify that the within instrument was received for record on the ..... *day of* ....., *19* ....., *at* ..... *o'clock* ..... *M., and recorded in book/reel/volume No.* ..... *on page* ..... *or as fee/file/instrument/microfilm/reception No.* ....., *Record of Deeds of said county.*
Witness my hand and seal of County affixed.

NAME TITLE
By ..... *Deputy*

90-12-0584 ~~90-12-0404~~

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.

RE-RECORDED
State of Oregon
County of Coos, 90-12-0584
I, Mary Ann Wilson, County Clerk, certify the within instrument was filed for record at
11:36 AM Dec 17, 1990
By (L.) Tassi Deputy
#pages 2 Fee $ 12-

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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 Coquille 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:

1. 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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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.

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.

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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 prorate 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

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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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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.

REMEDIES 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.

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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 assigment 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:

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(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

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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: Kenneth Ingram
Beverly Ingram

ADDRESS: PO Box 85
Myrtle Point, OR 97458

SOC. SEC. # Privacy Information

BUYER: Dean S. Morey
Dee M. Morey

ADDRESS: PO Box 811
Coquille, OR 97423

SOC. SEC. # Privacy Information

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:

A C Walsh Jr
Notary Public for Oregon
My Commission expires: 8-7-93

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FOSS, WHITTY, LITTLEFIELD & MCDANIEL
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. Corey:

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,

Mike Bodkin

Michael N. Bodkin
abw

Enclosures

cc: Charles Slover

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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

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September 19, 1949

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 cause 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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F A R M L E A S E

THE AGREEMENT: Made and entered into this 11th day of ~~August~~ September, 1944, 1949, by and between F. S. Slover of Marshfield, Oregon, as Lessor and Martin Gasner, Floyd Todd, 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 lease and let unto Lessee , and Lessee does hereby lease from Lessor the following described real property to-wit:

> Lot 1, and the Southwest quarter of the Southwest quarter (SE¼SW¼), less one acre, of Section 11; and Lots 3 and 5 of Section 14; all in Township 28 South, Range 12 West of the Willamette Meridian.

TO HAVE AND TO HOLD, the said premises unto lessee for a term of five (5) years from ~~November~~ September 1, 1944 1949 to and terminating ~~November~~ September 1, 1949 1952.

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 lease, which shall be, by lessee, be delivered to such creamery as is agreeable to the parties hereto, such cheese factory or any purchaser of milk products is hereby authorized and directed to with-hold and pay direct unto Lessor one-half the gross proceeds derived of sale of said twenty-five hundred (2500) pounds of ~~milk~~ butter-fat, including subsidy thereon, if any, until said twenty-five hundred (2500) pounds of ~~milk~~ butter-fat has been paid for unto Lessor. It being expressly agreed that all rent for each year shall be paid in full, on or before November 1 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 to leave in the barn 48 tons of good quality hay, and silo half full ~~tons~~ of insilage in the silo, ~~the same being the amount received by him~~ It is further understood and agreed 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 inside fences the lessee may desire, are to be built and maintained at the full expense of said lessee.

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

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 barn 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 lease.

At the termination of this lease the said Lessee hereby agrees to quit and deliver up possession of said premises unto Lessor, his heirs or assigns, peaceably and quietly at the end or termination of said lease 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, nor lease or let, 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 such assignment or sub-letting; and this covenent against assignments and sub-letting shall apply to assignments by operation of law as well as to voluntary assignments.

It is agreed that the rental payments provided herein shall be payable monthly from the proceeds of the sale of said milk and cream products produced from the use of said premises and in the event said milk and cream payments are not sufficient to pay the minimum rental 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 literal performance of each of the covenants herein set forth are of the essence of the agreement and no ~~waiver~~ waiver, if any, by the Lessor of a prior default shall be deemed to constitute a waiver of a subsequent default and in case the Lessee shall fail to pay the monthly ~~rental~~ rental payments aforesaid, and each of them when the same shall become due, and upon the strict terms and times above limited, or shall likewise fail to properly maintain and keep up said

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premises as provided herein, or shall fail to perform and keep any of the covenants and agreements 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 waives all rights to notice to quit possession and the Lessee agrees to immediately vacate said premises and shall have no further rights in and to the use thereof.

It is further agreed that the premises above described are ~~acceptable~~ subject to sale during any year of this lease, but that in the event of sale, Lessee may retain possession as tenant until the end of such year ~~or on or before November 1~~, and that he shall receive notice of said sale 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, in~~ the event of any such sale and delivery of possession, Lessee shall ~~or or before said November 1 in any year~~, have the right to remove any crops then harvested on premises. Lessee expressly agress, ~~if~~ 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 lease 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 seals the day and year first herein written.

F. S. Glover (SEAL)
Lessor

Martin Glesner (SEAL)
Lessee

Cross

DGMENT IN AN INDIVIDUAL CAPACITY

This instrument was acknowledged before me on April 10, 1995 by

Hollis Mast

Lila Gilkison

Notary Public - State of Oregon

My commission expires: 11.4.95

OFFICIAL SEAL
LILA GILKISON
NOTARY PUBLIC - OREGON
COMMISSION NO. 007950
MY COMMISSION EXPIRES JULY 4, 1995

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Land Parcels
Tax Lot 517.00, p #28 S12 W14
Tax Lot 8501.00, p #28 S12 W11
Located approx tely 6 miles up
Lee Valley Rd

From the year 1919 to Pr , I have lived in the neighborhood o the above listed pa I can attest to the fact that the poperty has had liv grazing on it from my earliest recollection (approximat , until present time. During that time the property has left abandoned or unused for any 5 year period.

If you have er questions regarding this matter, Please contact m 503) 572-2685.

Matt

Notary Lela Gilkison

Date 4-10-95

OFFICIAL SEAL
LELA GILKISON
NOTARY PUBLIC - OREGON
COMMISSION NO. 007950
COMMISSION EXPIRES JULY 1, 1995

State of OREGON

Co ACK

April 2, 1993

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WATER RESOURCES DEPT.
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

Kenneth Ingram

OFFICIAL SEAL
V ROSE
NOTARY PUBLIC - OREGON
COMMISSION NO. 022648
MY COMMISSION EXPIRES MAR. 4, 1997

Notary V Rose

Date 4/6/93

COOS COUNTY, OREGON
ABSTRACT OF
ASSESSMENT & TAX ROLL

Tax Year	Assess&Tax/ Pers. Prop. Roll	Assess&Tax Roll	Personal Property Roll	Vol. No.	Pg. No.	NAME	School Dist.	Sec	Twsp.	Range	LAND DESCRIPTION
1911			✓	1	44	IKE CHANDLER	23				LEE

# Acres Tillable Land	$ of Tillable Land	# Acres Non-Till. Land	$ of Non-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 Cattle	$ of Cattle	# of Sheep & Goats	$ of Sheep & Goats	# of Swine	$ of Swine
								50	60	3	75	18	348			15	40

Date 12/28/92 Supervisor J. Anglin

COOS COUNTY, OREGON
ABSTRACT OF
ASSESSMENT & TAX ROLL

Tax Year	Assess&Tax/ Pers. Prop. Roll	Assess&Tax Roll	Personal Property Roll	Vol. No.	Pg. No.	NAME	School Dist.	Sec	Twsp.	Range	LAND DESCRIPTION
1906	X			1	104	ISAAC CHANDLER	23				

# Acres Tillable Land	$ of Tillable Land	# Acres Non-Till. Land	$ of Non-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 Cattle	$ of Cattle	# of Sheep & Goats	$ of Sheep & Goats	# of Swine	$ of Swine
									50	2	80	20	255			16	16

Date 12/28/92 Supervisor J. Anglin

RECEIVED
APR 20 1995
WATER RESOURCES DEPT.
SALEM, OREGON

COOS COUNTY, OREGON
ABSTRACT OF
ASSESSMENT & TAX ROLL

Tax Year	Assess&Tax/ Pers. Prop. Roll	Assess&Tax Roll	Personal Property Roll	Vol. No.	Pg. No.	NAME	School Dist.	Sec	Twsp.	Range	LAND DESCRIPTION
1916			X	1	33	Chandler, D.	23				

# Acres Tillable Land	$ of Tillable Land	# Acres Non-Till. Land	$ of Non-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 Cattle	$ of Cattle	# of Sheep & Goats	$ of Sheep & Goats	# of Swine	$ of Swine
								35		2	120	27	500			15	45

Date 1/7/93 Supervisor J. Anglin

COOS COUNTY, OREGON
ABSTRACT OF
ASSESSMENT & TAX ROLL

Tax Year	Assess&Tax/ Pers. Prop. Roll	Assess&Tax Roll	Personal Property Roll	Vol. No.	Pg. No.	NAME	School Dist.	Sec	Twsp.	Range	LAND DESCRIPTION

# Acres Tillable Land	$ of Tillable Land	# Acres Non-Till. Land	$ of Non-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 Cattle	$ of Cattle	# of Sheep & Goats	$ of Sheep & Goats	# of Swine	$ of Swine

Date _____ Supervisor _____

RECEIVED
APR 2 0 1995
WATER RESOURCES DEPT.
SALEM, OREGON

COOS COUNTY, OREGON
ABSTRACT OF
ASSESSMENT & TAX ROLL

Tax Year	Assess&Tax/ Pers. Prop. Roll	Assess&Tax Roll	Personal Property Roll	Vol. No.	Pg. No.	NAME	School Dist.	Sec	Twsp.	Range	LAND DESCRIPTION
1922			X	1	64	J. W. MAST	23				

# Acres Tillable Land	$ of Tillable Land	# Acres Non-Till. Land	$ of Non-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 Cattle	$ of Cattle	# of Sheep & Goats	$ of Sheep & Goats	# of Swine	$ of Swine
												10	260	30	75		

Date 12/28/92 Supervisor J. Anglin

COOS COUNTY, OREGON
ABSTRACT OF
ASSESSMENT & TAX ROLL

Tax Year	Assess&Tax/ Pers. Prop. Roll	Assess&Tax Roll	Personal Property Roll	Vol. No.	Pg. No.	NAME	School Dist.	Sec	Twsp.	Range	LAND DESCRIPTION
1919			X	1	85	J. W. MAST	23				

# Acres Tillable Land	$ of Tillable Land	# Acres Non-Till. Land	$ of Non-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 Cattle	$ of Cattle	# of Sheep & Goats	$ of Sheep & Goats	# of Swine	$ of Swine
									100			8	320				

Date 12/28/92 Supervisor J. Anglin

RECEIVED
APR 26 1995
WATER RESOURCES DEPT.
SALEM, OREGON

COOS COUNTY, OREGON
ABSTRACT OF
ASSESSMENT & TAX ROLL

Tax Year	Assess&Tax/ Pers. Prop. Roll	Assess&Tax Roll	Personal Property Roll	Vol. No.	Pg. No.	NAME	School Dist.	Sec	Twsp.	Range	LAND DESCRIPTION
1928			X	1	73	Austin, W. G.	23				

# Acres Tillable Land	$ of Tillable Land	# Acres Non-Till. Land	$ of Non-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 Cattle	$ of Cattle	# of Sheep & Goats	$ of Sheep & Goats	# of Swine	$ of Swine
								50		2	130	24	665				

Date 1/7/93 Supervisor J. Anglin

RECEIVED
APR 2 3 1995
WAT RESOURCES DEPT.
SALEM, OREGON

COOS COUNTY, OREGON
ABSTRACT OF
ASSESSMENT & TAX ROLL

Tax Year	Assess&Tax/ Pers. Prop. Roll	Assess&Tax Roll	Personal Property Roll	Vol. No.	Pg. No.	NAME	School Dist.	Sec	Twsp.	Range	LAND DESCRIPTION
1923			X	1	69	Austin, W. G.	23				

# Acres Tillable Land	$ of Tillable Land	# Acres Non-Till. Land	$ of Non-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 Cattle	$ of Cattle	# of Sheep & Goats	$ of Sheep & Goats	# of Swine	$ of Swine
						100		50		2	130	17	490			1	5

Date 1/7/93 Supervisor J. Anglin

COOS COUNTY, OREGON
ABSTRACT OF
ASSESSMENT & TAX ROLL

Tax Year	Assess&Tax/ Pers. Prop. Roll	Assess&Tax Roll	Personal Property Roll	Vol. No.	Pg. No.	NAME	School Dist.	Sec	Twsp.	Range	LAND DESCRIPTION
1933			X	1	67	Hugo Michael	23				

# Acres Tillable Land	$ of Tillable Land	# Acres Non-Till. Land	$ of Non-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 Cattle	$ of Cattle	# of Sheep & Goats	$ of Sheep & Goats	# of Swine	$ of Swine
								80		2	60	35	555				

Date 12/30/92 Supervisor J. Anglin

RECEIVED
APR 2 6 1995
WATER RESOURCES DEPT.
SALEM, OREGON

COOS COUNTY, OREGON
ABSTRACT OF
ASSESSMENT & TAX ROLL

Tax Year	Assess&Tax/ Pers. Prop. Roll	Assess&Tax Roll	Personal Property Roll	Vol. No.	Pg. No.	NAME	School Dist.	Sec	Twsp.	Range	LAND DESCRIPTION
1934			X	1	68	Hugo Michael	23				

# Acres Tillable Land	$ of Tillable Land	# Acres Non-Till. Land	$ of Non-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 Cattle	$ of Cattle	# of Sheep & Goats	$ of Sheep & Goats	# of Swine	$ of Swine
								75		2	95	33	585				

Date 12/30/92 Supervisor J. Anglin

COOS COUNTY, OREGON
ABSTRACT OF
ASSESSMENT & TAX ROLL

Tax Year	Assess&Tax/ Pers. Prop. Roll	Assess&Tax Roll	Personal Property Roll	Vol. No.	Pg. No.	NAME	School Dist.	Sec	Twsp.	Range	LAND DESCRIPTION
1937-1938			X	1	80	MICHAEL, Hugo	23				

# Acres Tillable Land	$ of Tillable Land	# Acres Non-Till. Land	$ of Non-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 Cattle	$ of Cattle	# of Sheep & Goats	$ of Sheep & Goats	# of Swine	$ of Swine
								60		1	40	34	770				

Date 12/30/92 Supervisor J. Anglin

RECEIVED
APR 2 1995
WATER RESOURCES DEPT.
SALEM, OREGON

COOS COUNTY, OREGON
ABSTRACT OF
ASSESSMENT & TAX ROLL

Tax Year	Assess&Tax/ Pers. Prop. Roll	Assess&Tax Roll	Personal Property Roll	Vol. No.	Pg. No.	NAME	School Dist.	Sec	Twsp.	Range	LAND DESCRIPTION
1942 1943			X	1	61	MICHAEL, Hugo	23				

# Acres Tillable Land	$ of Tillable Land	# Acres Non-Till. Land	$ of Non-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 Cattle	$ of Cattle	# of Sheep & Goats	$ of Sheep & Goats	# of Swine	$ of Swine
								345		2	100	32	905				

Date 12/30/92 Supervisor J. Anglin

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

CLAIM OF BENEFICIAL USE MAP

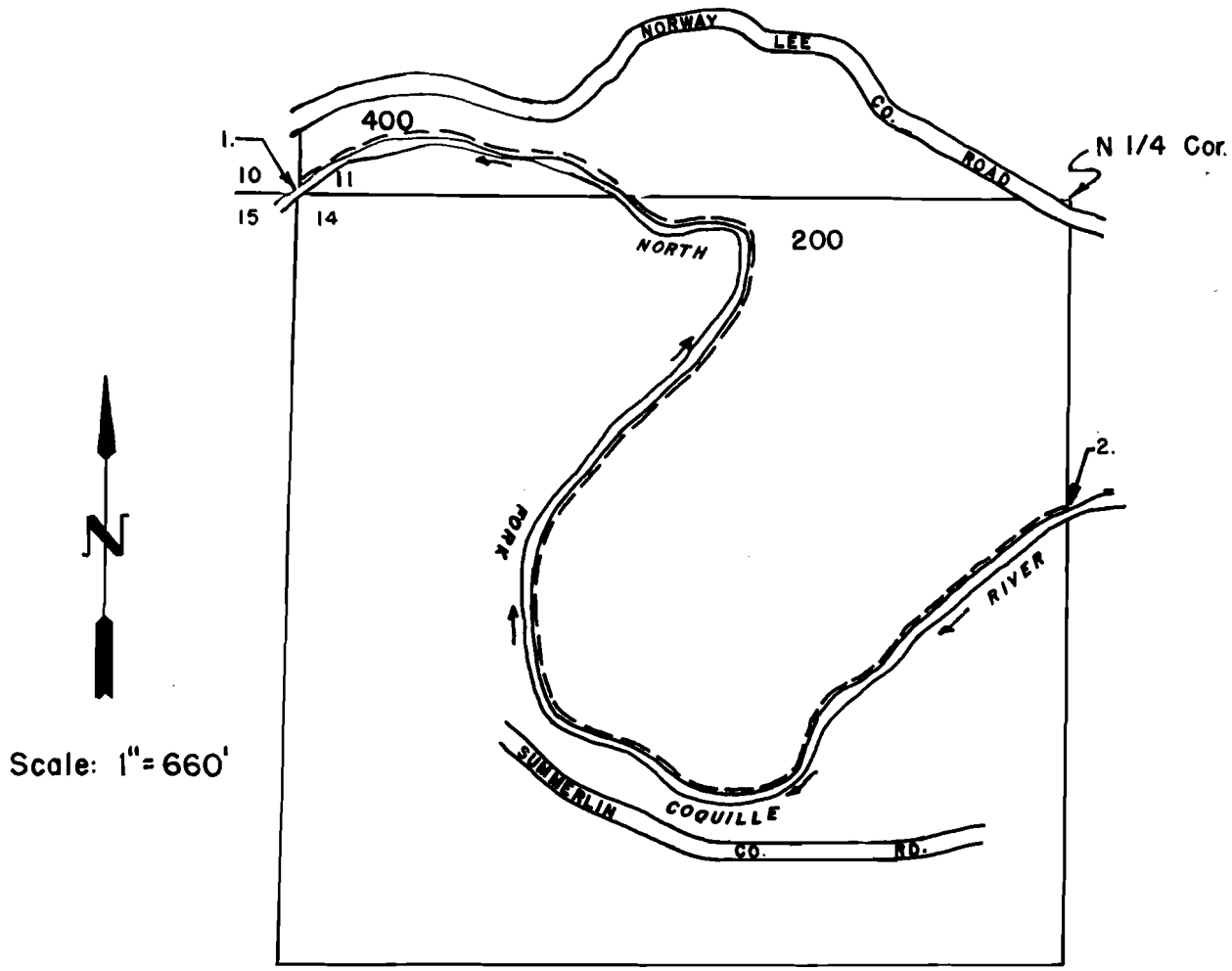
FOR

DEE MOREY

SWR-376

Sections 11, 14 T28S, R12WWM

TAX LOTS 900, 400



1. Point of stream entry is located 990' south of the N 1/4 corner, Sec. 14.
2. Point of stream exit is located N89° 26' W a distance of 2634' from the N 1/4 corner, Sec. 14.

--- Reach of stream used for livestock watering

Water Right Examiner
#249
R. A. PHELPS
1990
STATE OF OREGON

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

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

King A. Phelps

WRE 249

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

RECEIVED
APR 21 1993
WATER RESOURCES DEPT
SALEM, OREGON

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

RECEIVED
APR 1 1993
WATER RESOURCES DEPT
SALEM, OREGON

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.

Sincerely,

Dee Morey

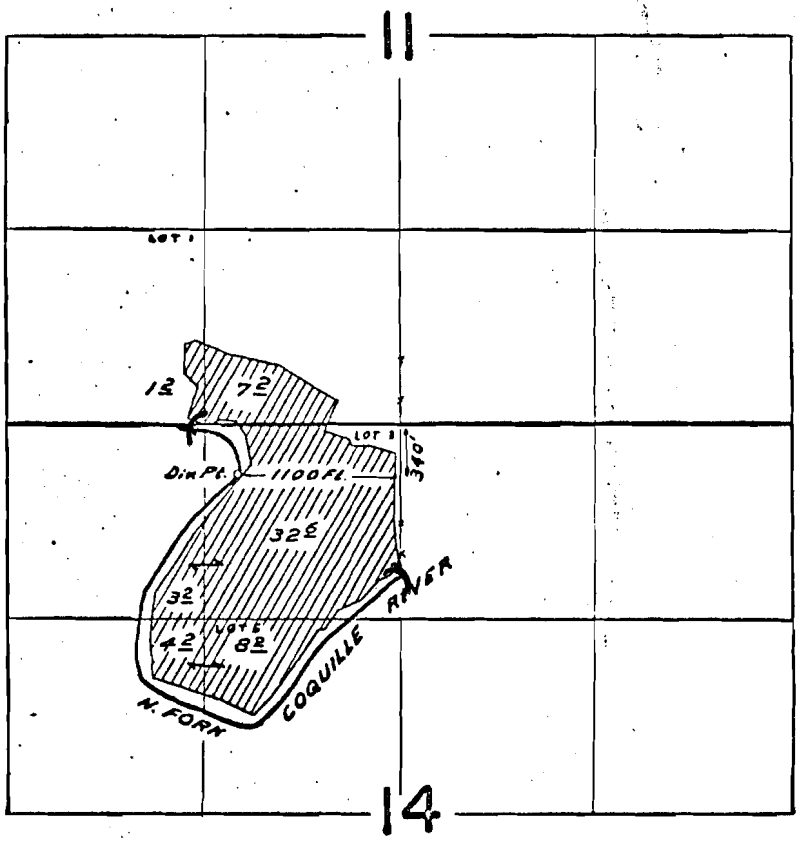
Dee Morey

cc: King Phelps

29294

RECEIVED
DEC 30 1992
WATER RESOURCES DEPT.
SALEM, OREGON

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



( )
STOCKWATER

FINAL PROOF SURVEY
UNDER

Application No. 39432 Permit No. 29294
IN NAME OF

INGRAM BROTHERS

Surveyed AUG 31 1965, by L. COLEBANK

SURFACE WATER REGISTRATION CHECKLIST

(received after July 18, 1990)

CHECK BASIN MAP Yes NAME South Coast # 17 UNADJUDICATED AREA ? YES

RECEIPT # 95779 S W R NUMBER 376

CHECK ENCLOSURES Yes PRELIMINARY DATA BASE ENTRY Done

ACKNOWLEDGEMENT LETTER Yes ENTER ON STREAM INDEX _____

CHECK QUADRANGLE MAP _____ CHECK GLO PLATS _____

WATERMASTER CHECKLIST _____ PUBLIC NOTICE PUBLICATION Done

FORM REVIEW

- _____ blanks filled in
- _____ signed
- _____ date received stamped

MAP REVIEW

- ✓ source and trib
- _____ diversion point location
- _____ conveyances (pipes, ditch, etc.)
- #4 _____ place of use 1/16th LINES
- #5 _____ 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

Oregon

WATER
RESOURCES
DEPARTMENT

April 27, 1995

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

Commerce Building
158 12th Street NE
Salem, OR 97310-0210
(503) 378-3739
FAX (503) 378-8130

3/24/95 SWR-376

Oregon

WATER
RESOURCES
DEPARTMENT

January 10, 1994

DEE MOREY

CALLED ABOUT STATUS OF FILE - TOLD HER SHE HAS MET REQUIREMENTS HAS LEGAL RIGHT TO USE THE WATER - SHE SAID SHE WOULD SEND SOME EVIDENCE

KING A PHELPS
PO BOX 941
YACHETS OR 9

RE: SWR-376

Dear Mr Phelps,

This will acknow vater right claim in the name of DE . I have added the map to the file. ' ıy questions, please give me a call.

Sincerely,

Don Knauer
Adjudication Specialist

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

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

Oregon

WATER
RESOURCES
DEPARTMENT

November 2, 1993

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 (¼ ¼)	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

J:\WP51\SWR\CLAIMANT\3\SWR-0376.00M

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

Oregon

WATER
RESOURCES
DEPARTMENT

June 23, 1993

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

J:\W\S\C\3\SWR-0376.003

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

Oregon

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

J:\WP51\SWR\CLAIMANT\3\SWR-0376.002

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

Oregon

WATER
RESOURCES
DEPARTMENT

March 19, 1993

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

C:\WP51\SWR\CLAIMANT\SWR-0376.001

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

STATE OF OREGON
WATER RESOURCES DEPARTMENT
3850 PORTLAND ROAD NE
SALEM, OR 97310
378-8455/378-8130 (FAX)

RECEIPT # 95779

RECEIVED FROM: Morey Ranch
BY:

APPLICATION	
PERMIT	
TRANSFER	

CASH: ☐ CHECK: # ☑ 24-12 OTHER: (IDENTIFY) ☐

TOTAL REC'D $ 200.00

01-00-0 WRD MISC CASH ACCT

842.010	ADJUDICATIONS		$ 200.00
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		$
850.200	RESEARCH FEES		$
880.109	MISC REVENUE: (IDENTIFY)		$
520.000	OTHER (P-6): (IDENTIFY)		$

		EXAM FEE		RECORD FEE
	WATER RIGHTS:			
842.001	SURFACE WATER	$	842.002	$
842.003	GROUND WATER	$	842.004	$
842.005	TRANSFER	$	842.006	$
	WELL CONSTRUCTION	**EXAM FEE**		**LICENSE FEE**
842.022	WELL DRILL CONSTRUCTOR	$	842.023	$
842.016	WELL DRILL OPERATOR	$	842.019	$
	LANDOWNER'S PERMIT		842.024	$

06-00-0 WELL CONST START FEE

842.013	WELL CONST START FEE	$	CARD #	
	MONITORING WELLS	$	CARD #	

45-00-0 LOTTERY PROCEEDS

864.000	LOTTERY PROCEEDS	$

07-00-0 HYDRO ACTIVITY

		LIC NUMBER	
842.011	POWER LICENSE FEE(FW/WRD)		$
842.115	HYDRO LICENSE FEE(FW/WRD)		$
	HYDRO APPLICATION		$

RECEIPT # 95779 DATED: 12-31-92 BY: D Bennett

Distribution—White Copy-Customer, Yellow Copy-Fiscal, Blue Copy-File, Buff Copy-Fiscal