

GAIL RATHBUN

---

Telephone 541-348-9910

49260 HWY 101  
LANGLOIS, OR 97450

Aug. 12, 1996

State of Oregon  
Water Resources Department  
156 12 th St. NE  
Salem, OR 97310

RE: Address Change for Document #SWR 399.

Please change 49144 Hwy. 101 to 49260 Hwy. 101

Thank you.

Sincerely,



Gail Rathbun

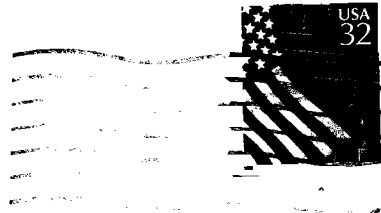
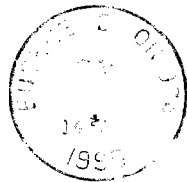
RECEIVED

AUG 16 1996

WATER RESOURCES DEPT.  
SALEM, OREGON



Kathryn Rathbun  
49260 Highway 101  
Langlois, OR 97450-9701



Timmie  
~~\_\_\_\_\_~~

St. of Oregon  
Water Resources Dept  
156 12th St. NE  
Salem, OR 97310

PRE-1909 AND VESTED WATER RIGHTS DOCUMENTATION

OWNERSHIP DOCUMENTATION

The property address 45144 Hwy 101, Langlois, Oregon. The legal description is on the deeds included in this documentation.

Documents listed are arranged from the last deeded transaction to the original.

DATES	DEEDED OWNERSHIP	DOCUMENT GRD#
1992-1988	Wilbur R. Sypher et ux to Kathryn Gail Rathbun et u	AFFIDAVIT # 1 DEED # 2
1988-1952	A. Strain to Wilbur R. Sypher et ux	AFFIDAVIT # 10 DEED # 3
1951-1952	Marshall Est. to Arthur E. Strain	DEEDS from # 4 Marshall Estate
1887-1951	J. S. Langlois to W. S. Marshal	WAR. DEED # 5 for Parcel II in section 27
1887-1887	U.S. to J. S. Langlois	DEED # 6 for Parcel II in section 27
1894	U.S. to C. S. Goodenough	DEED # 7
1901	Geo. H. Bethal to Etta Marshall	DEED # 8
1901	C.S. Goodenough to G.H. Bethal	DEED # 9

# 11

Continuous use proof

Doc #1

AFFIDAVIT

DEC 31 1992

WATSON COUNTY CLERK  
SALMON, OREGON

I, Kathryn Gail Rathbun, being first duly sworn, deposed and say, that I have resided at 49144 Hwy. 101 since it was purchased from Wilbur and Lola Sypher Dec. 1988 and have maintained 150 to 200 head of sheep and 10 to 40 head of cattle to present time. We have used the water from Morton Creek, wells and the pond for stockwater, domestic water, and expanded domestic for garden, blueberry patch, and orchard.

Legal description follows:

Parcel I: Lots 5 and 6, Section 26, T30S, R15W, Willamette Meridian, Curry County, Ore.

Parcel II: SE1/4 of the NE1/4, Section 26, T30S, R15W, Willamette Meridian, Curry County, Ore.

Parcel III: Lots 7 and 10, except for the part of 10 lying east of the old Barcoom-Dairyville Wagon Road existing of approximately 21 acres. Section 26, T30S, R15W, Willamette Meridian, Curry County, Ore.

Kathryn Gail Rathbun

*Kathryn Gail Rathbun*

Signature

Date Dec. 30, 1992

STATE OF OREGON,

County of COOS

} ss.

FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 30<sup>th</sup> day of December, 1992 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Kathryn Gail Rathbun

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

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



*Candace A. Brown*  
Notary Public for Oregon.  
My Commission expires 10/14/94

DEC 31 1992

WILLIAMSON & ASSOCIATES  
SALMON, OREGON

PRE-1909 AND VESTED WATER RIGHTS DOCUMENTATION

OWNERSHIP DOCUMENTATION

The property address 49144 Hwy 101, Langlois, Oregon. The legal description is on the deeds included in this documentation.

Documents listed are arranged from the last deeded transaction to the original.

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1992-1988	Wilbur R. Sypher et ux to Kathryn Gail Rathbun et ux	AFFIDAVIT # 1 DEED # 2
1988-1988	A. Strain to Wilbur R. Sypher et ux	AFFIDAVIT # 10 DEED # 3
1961-1952	Marshall Est. to Arthur E. Strain	DEEDS from # 4 Marshall Estate
1887-1951	J. S. Langlois to W. S. Marshall	WAR. DEED # 5 for Parcel II in section 27
1887-1887	U.S. to J. S. Langlois	DEED # 6 for Parcel II in section 27
1894	U.S. to C. S. Goodenough	DEED # 7
1901	Geo. H. Bethal to Etta Marshall	DEED # 8
1901	C.S. Goodenough to G.H. Bethal	DEED # 9

# 11

Continuous use proof



Title Number: 55278

DEC 31 1992

EXHIBIT 'A'

PARCEL I:

Lots Five (5) and Six (6), Section Twenty-six (26), Township Thirty (30) South, Range Fifteen West, Willamette Meridian, Curry County, Oregon.

PARCEL II:

Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4), Section Twenty-seven (27), Township Thirty (30) South Range Fifteen (15) West, Willamette Meridian, Curry County, Oregon.

PARCEL III:

Lots Seven (7) and Ten (10), Section Twenty-six (26), Township Thirty (30) South, Range Fifteen (15) West, Willamette Meridian, Curry County, Oregon.

EXCEPT that portion conveyed to O. P. Haagensen by deed recorded in Deed Book 20, Page 119, Records of Curry County, Oregon, described as follows:

Beginning at the point of intersection of the center line of the Bandon and Lanylois Wagon Road with the South line of Lot 10, said point being North 23° 24' East a distance of 1409.88 feet from the South quarter corner of said Section 26 and from which said point the Southeast corner of said Section 26 bears South 57° 18' East;

- thence North 17' East 81.20 feet;
- thence North 21° 52' East 69.88 feet;
- thence North 23° 11' East 144.46 feet;
- thence North 61° 4' East 102.43 feet;
- thence North 48° 5' East 65.60 feet;
- thence North 12° 19' East 109.30 feet;
- thence North 4' East 90.28 feet;
- thence North 25° 42' West 201.30 feet;
- thence North 23° 30' West 134.26 feet;
- thence North 4° 52' West 341.87 feet;
- thence North 19° 55' East 148.50 feet;
- thence North 2° 53' East 23.12 feet;
- thence South 88° 33' 30" East to the East line of the Northwest Quarter of the Southeast Quarter of said Section 26;
- thence South 1° 41' West along said East line to the Southeast corner of the Northwest quarter of the Southeast quarter of said Section 26;
- thence North 89° 41' West along the South line of said Northwest Quarter of the Southeast Quarter, said line being the South line of said Lot 10 to the point of beginning.

BOOK UP RECORDS

BOOK OF RECORDS

EXHIBIT "B"

RECEIVED

DEC 31 1992

The rights of the public in and to that portion of the herein described property lying within the limits of public roads or highways. WASHINGTON COUNTY RECORDS DEPT SALEM, OREGON

A right of way over Lots Five (5), Six (6), and Seven (7) in Section Twenty-six (26) and the SE1/4 NE1/4 of Section Twenty-seven (27) as granted to Charles Bono by instrument recorded November 1, 1910 in Deed Book 15 Page 66, Records of Curry County, Oregon.

An easement created by instrument, including the terms and provisions thereof,

Dated :
Recorded : February 28, 1925 Deed Book 19 Page 79
In Favor of : Curry County
For : road right of way

An easement created by instrument, including the terms and provisions thereof,

Dated :
Recorded : April 8, 1924 Deed Book 18 Page 535
In Favor of : City of Bandon
For : electric transmission line

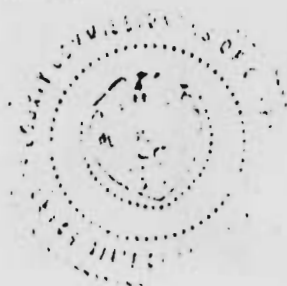
An easement created by instrument, including the terms and provisions thereof,

Dated : March 8, 1984
Recorded : May 24, 1984 BR:104 Page:696
In Favor of : General Telephone Company
For : right of way easement

An easement created by instrument, including the terms and provisions thereof,

Dated : January 25, 1985
Recorded : February 11, 1985 BR:109 Page:786
In Favor of : Melvin E. Erdman and Ferne Erdman
For :

As disclosed by the assessment and tax roll, the premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty, will be levied for the number of years in which this special assessment was in effect for the land.



Indexed In Deeds
State of Oregon)
County of Curry) ss.
I hereby certify that the within instrument was recorded on the 15 day of Nov. 1988 at 4:25'clock P.M. in Book of Records Vol. 150 Page 704-706 of said County. Witness my hand and seal of County affixed. EUGENE P. BAUMANN, Curry County Clerk By Martha Affron Deputy Fee Rec'd. \$20.00



OK

TRUST DEED

THIS TRUST DEED made this 8 day of November 19 58, between KATHRYN GAIL RATHBUN and KATHRYN HOELZLE and CHRISTINA WALLER and JOHN WALLER, each as to an undivided one-quarter interest, as tenants in common, as Grantor, CURRY COUNTY TITLE, INC. as Trustee, and WILBUR R. SYPHER and LOLA A. SYPHER, husband and wife, and on the death of either, the survivor as Beneficiary.

DEC 31 1992

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in CURRY County, Oregon, described as: SALEM, L...

REAL PROPERTY AS DESCRIBED IN EXHIBIT "A" ATTACHED

NO TIMBER HARVEST UNTIL PAID IN FULL

PROPERTY SUBJECT TO a grazing lease with Rick McKenzie until January 1, 1989.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE OF each agreement of grantor herein contained and payment of the sum of ONE HUNDRED NINETY THOUSAND AND 00/100

----- (\$190,000.00) ----- Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable January 1, 19 93, which is the maturity\*\*

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable. \*\*See exhibit "c" attached

The above described real property is not currently used for agricultural, timber or grazing purposes.

To protect the security of this trust deed, grantor agrees: 1. To protect, preserve and maintain said property in good condition and repair, not to remove or demolish any building or improvement thereon, not to commit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To remove, relocate, or otherwise, encroachments, covenants, conditions and restrictions affecting said property, if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by title officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require in an amount not less than \$100,000.00. If the beneficiary is a member in companies acceptable to the beneficiary, with loss payable to the latter, all policies of insurance shall be delivered to the beneficiary as soon as issued if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby, and in such order as beneficiary may determine, or at option of beneficiary with funds with which to pay any part thereof, may be added to or for such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary, should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and by such payment, with interest as aforesaid, the property heretofore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable with tender of all sums secured by this trust deed, at the option of the beneficiary, upon notice, and the nonpayment thereof shall, at the option of the beneficiary, constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee, and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including reasonable attorney's fees, and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sums as an appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the money payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby, and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for enforcement (in case of full recoveries, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

(a) consent to the making of any map or plat of said property, (b) join in granting any easement or creating any restriction thereon, (c) join in any subdivision or other agreement affecting this deed or the lien or charge thereon, (d) receive, without warranty, all or any part of the property. The grantee in any conveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's liability for the services mentioned in this paragraph shall be not less than \$25.00.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, at its own name and otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby, a copy of the notice shall be filed in the office of the county clerk thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.734, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the grantor shall pay to the beneficiary all costs, and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the same, the grantor shall be vested with all title, powers and duties conferred by the deed and the beneficiary shall be bound by the deed and the provisions of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged in and subject to the provisions hereof, is filed for record and obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real estate.

BOOK OF RECORDS

CURRY COUNTY TITLE 55278

5 train for Sydney

NOTARY SEAL

My Commission Expires 3 January 1953

Filed and recorded this 25th day of January, 1952. Oleta A. Walker, County Clerk.

ART. UR E. STRAIN et ux

to

WILBUR R. SYPHER et ux

DEC 31 1952

RECEIVED  
COMPARED

*Vol 38, pg 27*

THIS INDENTURE WITNESSETH, That Arthur E. Strain and Elsie B. Strain, husband and wife, for the consideration of the sum of Ten Dollars, to them paid, have bargained and sold and by these presents do bargain, sell and convey unto Wilbur R. Sypher and Lola A. Sypher, husband and wife, as tenants by the entirety, the following described premises situate in the County of Curry, State of Oregon, to-wit: Parcel I. Lots Five (5) and Six (6), Section Twenty-six (26) Township Thirty (30) South, Range Fifteen (15) West of the Willamette Meridian, Curry County, Oregon.

Parcel II: Southeast quarter (SE $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ), Section Twenty-seven (27), Township Thirty (30) South, Range Fifteen (15) West of the Willamette Meridian, Curry County, Oregon.

Parcel III: Lots Seven (7) and Ten (10), Section Twenty-six (26), Township Thirty (30) South, Range Fifteen (15) West of the Willamette Meridian, Curry County, Oregon, except that portion conveyed to O. P. Haagensen by deed recorded in Deed Book 20, Page 119, Records of Curry County, Oregon, described as follows:

Commencing at the point of intersection of the center line of the Bandon and Langlois Wagon Road with the South line of Lot Ten (10) in Section Twenty-six (26), Township Thirty (30) South, Range Fifteen (15) in said Curry County, Oregon, said point being North 23° 24' East a distance of 1409.33 feet from the South quarter corner of said Section Twenty-six (26) and from which said point the Southeast corner of said Section Twenty-six (26) bears South 57° 13' East : thence North 17' East 81.20 feet; thence North 21° 52' East 69.93 feet; thence North 23° 11' East 144.46 feet; thence North 61° 4' East 102.43 feet; thence North 43° 5' East 65.60 feet; thence North 12° 19' East 109.30 feet; thence North 4' East 90.28 feet; thence North 25° 42' West 201.30 feet; thence North 23° 30' West 134.26 feet; thence North 4° 52' West 341.37 feet; thence North 19° 55' East 148.50 feet; thence North 2° 53' East 23.12 feet; thence South 88° 33' 30" East to the East line of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section Twenty-six (26); thence South 1° 41' West along said East line to the Southeast corner of the Northwest quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section Twenty-six (26); thence North 89° 41' West along the South line of said Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ); said line being the South line of said Lot Ten (10), to the point of beginning, containing 21.32 acres, more or less.

DOCUMENTARY STAMPS AFFIXED AND CANCELLED \$12.00

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Wilbur R. Sypher and Lola A. Sypher, their heirs and assigns forever.

And the said Arthur E. Strain and Elsie B. Strain, do hereby covenant to and with the said Wilbur R. Sypher and Lola A. Sypher, their heirs and assigns, that they are the owners in fee simple of said premises; that they are free from all incumbrances and that



Weirs of the Marshall  
estate deeding shares  
to Arthur E. Strain

Irene Mateer, to me personally known to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and seal this 12th day of March, A.D. 1951.

Doc 1 1952 #4

NOTARY SEAL

Berniece Turner  
S/ Berniece Turner  
Notary Public for Oregon  
WATER RESOURCES DEPT.  
SALEM, OREGON

My Commission expires July 7, 1952

Filed and recorded this 13th day of March, 1951. Oleta A. Walker, County Clerk.

HAROLD C. SYPHER et UX

To

DEED

Vol 36, p 365

ARTHUR E. STRAIN et UX

COMMENCED

KNOW ALL MEN BY THESE PRESENTS, That Harold C. Sypher and Ruby Sypher, husband and wife, in consideration of Ten Dollars, to them paid by Arthur E. Strain and Elsie B. Strain, husband and wife, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said Arthur E. Strain and Elsie B. Strain, husband and wife, as tenants by the entirety, their heirs and assigns, all our right, title and interest in and to the following bounded and described real property, situated in the County of Curry and State of Oregon, to-wit:

Parcel 1: Lots Five (5) and Six (6), Section Twenty-six (26) Township Thirty (30) South, Range Fifteen (15) West of the Willamette Meridian, Curry County, Oregon.

Parcel 11: Southeast quarter (SE $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ), Section Twenty-seven (27), Township Thirty (30) South, Range Fifteen (15) West of the Willamette Meridian, Curry County, Oregon.

Parcel 111: Lots Seven (7) and Ten (10), Section Twenty-six (26), Township Thirty (30) South, Range Fifteen (15) West of the Willamette Meridian, Curry County, Oregon, except that portion conveyed to O. F. Haagenson by deed recorded in Deed Book 20, Page 119, Records of Curry County, Oregon, described as follows:

Commencing at the point of intersection of the center line of the Bandon and Langlois Wagon road with the South line of Lot Ten (10) in Section Twenty-six (26), Township Thirty (30) South, Range Fifteen (15) in said Curry County, Oregon, said point being North 23° 24' East a distance of 1409.83 feet from the South quarter corner of said Section Twenty-six (26) and from which said point the Southeast corner of said Section Twenty-six (26) bears South 57° 18' East; ~~thence North 23° 11' East 144.46 feet~~ thence North 17° East 81.20 feet; thence North 21° 52' East 69.83 feet; thence North 61° 4' East 102.43 feet; thence North 48° 5' East 65.60 feet; thence North 12° 19' East 109.30 feet; thence North 4' East 90.28 feet; thence North 25° 42' West 201.30 feet; thence North 23° 30' West 134.26 feet; thence North 4° 52' West 341.87 feet; thence North 19° 55' East 148.50 feet; thence North 2° 55' East 23.12 feet; thence South 88° 33' 30" East to the East line of the Northwest quarter (NW $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of said Section Twenty-six (26); thence South 1° 41' West along said East line to the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section Twenty-six (26); thence North 89° 41' West along the South line of said Northwest quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) said line being the South line of said Lot Ten (10), to the point of beginning, containing 21.92 acres, more or less,

Documentary stamps affixed and cancelled \$.55

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and also all our 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



Arthur E. Strain and Elsie B. Strain, husband and wife, their heirs and assigns forever.

IN WITNESS WHEREOF, we the grantors above named hereunto set our hands and seals this 10th day of February, 1951.

Harold C. Sypher (Seal)

Ruby Sypher (Seal)

DEC 31 1992

WATER RESOURCES DEPT. SALEM, OREGON

STATE OF OREGON ) ss  
County of Curry )

BE IT REMEMBERED, That on this 10th day of February, 1951, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Harold C. Sypher and Ruby Sypher, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

Notary Seal

Harry A. Slack, Notary Public for Oregon  
My Commission expires May 15, 1954

Filed and recorded this 13th day of March, 1951. Glota A. Walker, County Clerk.

-----

WILBUR R. SYPHER et UX

To

DEED

ARTHUR E. STRAIN et UX

KNOW ALL MEN BY THESE PRESENTS, That Wilbur R. Sypher and Lola Sypher, husband and wife, in consideration of Ten Dollars to them paid by Arthur E. Strain and Elsie B. Strain, husband, and wife, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said Arthur E. Strain and Elsie B. Strain, husband and wife, as tenants by the entirety, their heirs and assigns, all our right, title and interest in and to the following bounded and described real property, situated in the County of Curry and State of Oregon, to-wit:

Parcel 1: Lots Five(5) and Six (6), Section Twenty-six (26) Township Thirty (30) South, Range Fifteen (15) West of the Willamette Meridian, Curry County, Oregon.

Parcel 11: Southeast quarter (SE $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ), Section Twenty-seven (27), Township Thirty (30) South, Range Fifteen (15) West of the Willamette Meridian, Curry County, Oregon.

Parcel 111: Lots Seven (7) and Ten (10), Section Twenty-six (26), Township Thirty (30) South, Range Fifteen (15) West of the Willamette Meridian, Curry County, Oregon, except that portion conveyed to O. P. Haagenson by deed recorded in Deed Book 20, Page 119, Records of Curry County, Oregon, described as follows:

Commencing at the point of intersection of the center line of the Bandon and Langlois Wagon road with the South line of Lot Ten (10) in Section Twenty-six (26), Township Thirty (30) South, Range Fifteen (15) in said Curry County, Oregon, said point being North 23° 24' East a distance of 1409.88 feet from the South quarter corner of said Section Twenty-six (26) and from which said point the Southeast corner of said Section Twenty-six (26) bears South 57° 18' East; thence North 17' East 81.20 feet; thence North 21° 52' East 69.88 feet; thence North 23° 11' East 144.46 feet; thence North 61° 4' East 102.43 feet; thence North 48° 5' East 65.60 feet; thence North 12° 19' East 109.30 feet; thence North 4' East 90.28 feet; thence North 25° 42' West 201.50 feet; thence North 23° 30' West 154.26 feet; thence North 4° 52' West 341.87 feet; thence North 19° 55' East 142.50 feet; thence North 2° 53' East 23.12 feet; thence South 88°

E. Strain and Elsie B. Strain, husband and wife, their heirs and assigns forever.

IN WITNESS WHEREOF, we the grantors above named have hereunto set our hands and seals this 10th day of February, 1951.

Wilbur R. Sypher  
Lola Sypher

(Seal)  
(Seal)

STATE OF OREGON ) ss  
County of Curry )

BE IT REMEMBERED, That on this 10th day of February, 1951, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Wilbur R. Sypher and Lola Sypher, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

DEC 9 1952  
WATER  
SALEM, OREGON

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

NOTARY SEAL

Harry A. Slack, Notary Public for Oregon  
My Commission expires May 15, 1954

Filed and recorded this 13th day of March, 1951. Oleta A. Walker, County Clerk.

JAMES B. SYPIER et UX  
To  
ARTHUR E. STRAIN et UX

DEED

COMPLETED  
Vol 36, Pg 367

KNOW ALL MEN BY THESE PRESENTS, That James B. Sypher and Beryl Sypher, husband and wife, in consideration of Ten Dollars, to them paid by Arthur E. Strain and Elsie B. Strain, husband and wife, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said Arthur E. Strain and Elsie B. Strain, husband and wife, as tenants by the entirety, their heirs and assigns, all our right, title and interest in and to the following bounded and described real property, situated in the County of Curry and State of Oregon, to-wit:

- Parcel 1: Lots Five (5) and Six (6) Section Twenty-six (26) Township Thirty (30) South, Range Fifteen (15) West of the Willamette Meridian, Curry County, Oregon.
- Parcel 11: Southeast quarter (SE $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ), Section Twenty-seven (27), Township Thirty (30) South, Range Fifteen (15) West of the Willamette Meridian, Curry County, Oregon.
- Parcel 111: Lots Seven (7) and Ten (10), Section Twenty-six (26), Township Thirty (30) South, Range Fifteen (15) West of the Willamette Meridian, Curry County, Oregon, except that portion conveyed to O. P. Haagensohn by deed recorded in Deed Book 20, Page 119, Records of Curry County, Oregon, described as follows:

Commencing at the point of intersection of the center line of the Bandon and Langlois Wagon Road with the South line of Lot Ten (10) in Section Twenty-six (26), Township Thirty (30), South, Range Fifteen (15) in said Curry County, Oregon, said point being; North 23° 24' East a distance of 1409.88 feet from the South quarter corner of said Section Twenty-six (26) and from which said point the Southeast corner of said Section Twenty-six (26) bears South 57° 18' East; thence North 17' East 8120 feet; thence North 21° 52' East 69.88 feet; thence North 23° 11' East 144.46 feet; thence North 61° 4' East 102.43 feet; thence North 48° 5' East 65.60 feet; thence North 12° 19' East 109.36 feet; thence North 4' East 90.28 feet; thence North 25° 42' West 201.30 feet; thence North 23° 30' West 134.26 feet; thence North 4° 52' West 341.87 feet; thence North 19° 55' East 148.50 feet; thence North 2° 53' East 23.12 feet; thence South 88° 33' 30" East to the East line of the Northwest quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section Twenty-six (26); thence South 1° 41' West along said East line to the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter



... Lot Ten (10), to the point of beginning, containing 21.82 acres, more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and also all our 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 Arthur E. Strain and Elsie B. Strain, husband and wife, their heirs and assigns forever.

IN WITNESS WHEREOF, we the grantors above named hereunto set our hands and seals this 13th day of February, 1951.

Documentary Stamps 559

James B. Sypher

Beryl Sypher

(Seal)  
(Seal)

STATE OF OREGON )  
County of Curry ) ss

BE IT REMEMBERED, That on this 13th day of February, 1951, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named James B. Sypher and Beryl Sypher, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

RECEIVED  
DEC 31 1952  
VIA REGISTER DEPT.  
SALEM, OREGON

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

NOTARY SEAL

Harry A. Slack, Notary Public for Oregon  
My Commission expires May 15, 1954.

Filed and recorded this 13th day of March, 1950. Oleta A. Walker, County Clerk.

R. C. RUSSELL et AL

To  
ARTHUR E. STRAIN et UX

DEED

Vol 36, pg 368  
COM

KNOW ALL MEN BY THESE PRESENTS, That R. C. Russell, sometimes known as Robert C. Russell, a single man; Cora L. Russell, sometimes known as Cora Lee Russell, unmarried; Mrs. E. H. Cheever, sometimes known as S. E. Cheever, a widow and unmarried; Charles A. Russell, a single man and Mattie Mosher, a widow and unmarried, in consideration of Ten Dollars, to them paid by Arthur E. Strain and Elsie B. Strain, husband and wife, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said Arthur E. Strain and Elsie B. Strain, husband and wife, as tenants by the entirety, their heirs and assigns, all our right, title and interest in and to the following bounded and described real property, situated in the County of Curry and State of Oregon, to-wit:

Parcel 1: Lots Five (5) and Six (6), Section Twenty-six (26) Township Thirty (30) South, Range Fifteen (15) West of the Willamette Meridian, Curry County, Oregon.

Parcel 11: Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), Section Twenty-seven (27) Township Thirty (30) South, Range Fifteen (15) West of the Willamette Meridian, Curry County, Oregon.

Parcel 111: Lots Seven (7) and Ten (10), Section Twenty-six (26), Township Thirty (30) South, Range Fifteen (15) West of the Willamette Meridian, Curry County, Oregon, except that portion conveyed to O. P. Haagenson by deed recorded in Deed Book 20, Page 119, Records of Curry County, Oregon, described as follows:

Commencing at the point of intersection of the center line of the Bandon and Langlois Wagon road with the South line of Lot Ten (10) in Section Twenty-six (26), Township Thirty (30) South, Range Fifteen (15) in said Curry County, Oregon, said point being North 23° 24' East a distance of 1409.88 feet from the South quarter corner of said Section Twenty-six (26) and from which said point the Southeast corner of said Section Twenty-six (26) bears South 57° 18' East; thence North 17' East 81.20 feet; thence North 21° 52' East 69.88 feet; thence North

23° 11' East 144.46 feet; thence North 61° 4' East 102.43 feet; thence North 48° 5' East 65.60 feet; thence North 12° 19' East 109.30 feet; thence North 4' East 90.28 feet; thence North 25° 42' West 201.30 feet; thence North 23° 30' West 154.26 feet; thence North 4° 52' West 341.87 feet; thence North 19° 55' East 148.50 feet; thence North 2° 53' East 23.12 feet; thence South 88° 33' 30" East to the East line of the Northwest quarter (NW¼) of the Southeast Quarter (SE¼) of said Section Twenty-six (26); thence South 1° 41' West along said East line to the Southeast corner of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of said Section Twenty-six (26); thence North 89° 41' West along the South line of said Northwest Quarter (NW¼) of the Southeast Quarter (SE¼); said line being the South line of said Lot Ten (10), to the point of beginning, containing 21.82 acres, more or less.

Documentary stamps affixed and cancelled \$14.00

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and also our 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 Arthur E. Strain and Elsie B. Strain, husband and wife, their heirs and assigns forever.

IN WITNESS WHEREOF, we the grantors above named herunto set our hands and seals this 14th day of February, 1951.

S. E. Choover  
Cora Lee Russell  
Robert C. Russell  
Mattie Mosher  
Charles A. Russell



STATE OF OREGON )  
County of Curry ) ss

BE IT REMEMBERED, That on this 14th day of February, 1951, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named R. C. Russell, Cora L. Russell, Mrs. E. H. Choover, Charles A. Russell and Mattie Mosher, who are known to me to be the identical individuals 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 notarial seal the day and year last above written.

NOTARY SEAL

Harry A. Slack, Notary Public for Oregon  
My Commission expires May 16, 1954.

STATE OF OREGON )  
County of Coos ) ss

BE IT REMEMBERED, That on this 10th day of February, 1951, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Mattie Mosher, who is known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

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

NOTARY SEAL

Harry A. Slack, Notary Public for Oregon  
My Commission expires May 16, 1954.

STATE OF OREGON )  
County of Coos ) ss

BE IT REMEMBERED, That on this 10th day of February, 1951, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Charles A. Russell, who is known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

40 A west field

SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  Sec 27

T 30S, R 15W

John N. Bangs  
Et. Al.  
- J.  
W. S. Marshall

Conveyance deed

RECEIVED

DEC 31 1892

WATER RESOURCES DEPT.  
SALEM, OREGON

This Indenture made the 30th day of April A.D. 1887, between John N. Langlois, and Ella Langlois his wife and Peter Nelson and Ella J. Nelson his wife and Mary C. Spiller (formerly Mary C. Langlois) and Stephen Spiller her husband, all of New Lake, Curry County Oregon, parties of the first part, and William S. Richards of the same place of residence party of the second part.

Witnesseth: That the said parties of the first part, have in consideration of the sum of Five Thousand Three Hundred Dollars lawful money of the United States of America to them in hand paid by the said party of the second part at the executing and delivering of these presents the receipt whereof is hereby acknowledged and the said party of the second part his heirs executors and administrators forever release and discharge from the same by these presents have granted, bargained, sold, aliened, remised, released, conveyed and confirmed and by these presents do grant, bargain, sell, alien, remise, release convey and confirm unto the said party of the second part and to his heirs and assigns forever all the following described tracts, parts and parcels of land situated lying and being in the County of Curry and State of Oregon, to-wit:

The South half (1/2) of the South East quarter (1/4) of the South half (1/2) of the South West quarter (1/4) of the North West quarter (1/4) of the North East quarter (1/4) of the North West quarter (1/4) of the South East quarter (1/4) of the West half (1/2) of the West half (1/4) of section twenty seven (27) in the North half (1/2) of North East quarter (1/4) of section thirty three (33) Lot numbered one (1) and the South East quarter of the South East quarter (1/4) of section twenty eight (28) of the North half (1/2) of North half (1/4) of section thirty one (31) The South West quarter (1/4) of South West quarter (1/4) and the South East quarter (1/4) of the South West quarter of section twenty two (22) and the North East quarter (1/4) of North West quarter (1/4) of section twenty seven (27) all in Township thirty (30) South of Range Tipton (15) West in the district of land subject to sale at Roseburg Oregon containing in all Nine Hundred and Seventy Five and Fifty One hundredths (975.51) acres.

Together with all and singular the tenements hereditaments and appurtenances thereto belonging or in anywise appertaining and the revenues and reversions, remainder in

HO A.

West Field

1987

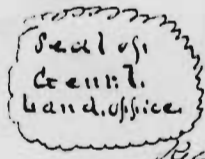


Given under my hand at the City of Washington  
the first day of May in the year of our Lord one thousand  
eight hundred and sixty nine and of the Independence of  
the United States the twenty third.

By the President: W. G. Sprague

By E. C. Smith Sec. of

E. C. Sprague, Recorder of the General Land Office



Record vol 4 page 328

Recorded May 13 1869

W. G. Sprague Clerk & Recorder

DEC 31 1992  
WATER RESOURCES DEPT  
SALEM, OREGON

Doc # 6

Vol 4, pg 629

The United States of America

To all to whom these presents shall come, Greeting:

Certificate

No 2527 } Whereas James S. Langlois of Curry County Oregon  
has deposited in the General Land Office of the United States  
a certificate of the Register of the Land Office at Prusburg Oregon  
whereby it appears that full payment has been made by the said  
James S. Langlois according to the provisions of the act of Con-  
gress of the 24th of April 1820 entitled "an act making further  
provision for the sale of the Public Lands, for the south half  
of the north east quarter and the north half of the south east  
quarter of section twenty seven in Township thirty South of  
Range fifteen West in the District of Lands subject to sale  
at Prusburg Oregon containing one hundred and sixty acres  
according to the Official Plat of the Survey of the said Lands  
returned to the General Land Office by the Surveyor General  
which said Tract has been purchased by the said James S.  
Langlois.

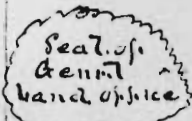
Now Know Ye That the United States of America in Consider-  
ation of the premises, and in Conformity with the several acts  
of Congress in such case made and provided, have given and  
granted and by these presents do give and grant unto the said  
James S. Langlois and to his heirs the said Tract above descri-  
bed: To Have and To Hold the same together with all the rights  
privileges, immunities and Appurtenances, of whatsoever Nature  
thereunto belonging unto the said James S. Langlois and to  
his heirs and assigns forever.

In Testimony whereof I Vlysses S. Grant President of the  
United States of America have caused these Letters to be made

United States  
- To -  
J. S. Langlois

Patent and the Seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the first day of June in the year of our Lord one thousand eight hundred and seventy and of the Independence of the United States the ninety fourth.



By the President: U.S. Grant

By Charles White Sec'y

S. W. Granger Recorder of the General Land Office

DEC 31 1992

WATER RESOURCES DEPT. SALEM, OREGON

Recorded Vol 8: page 254.

Recorded May 13<sup>th</sup> 1867

W. G. Committee Clerk & Recorder

United States - D. Edward Burroughs

The United States of America

To all to whom these presents shall come Greeting;

Certificate No 2820

Whereas Edward Burroughs of Curry 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 Edward Burroughs according to the provisions of the act of Congress of the 24<sup>th</sup> of April 1820 entitled an act making further provision for the sale of the public lands for the South half of the South East quarter, and the East half of the South West quarter, and the South East quarter of the North West quarter of section twenty seven in Township thirty South of Range fifteen West in the district of lands subject to sale at Roseburg Oregon containing two hundred acres according to the official Plat of the Survey of the said lands returned to the General Land Office by the Surveyor General which said tract has been purchased by the said Edward Burroughs Nov. 1866. Know ye that the United States of America in consideration of the premises and in conformity with the several acts of Congress in such case made and provided have given and granted and by these presents do give and grant unto the said Edward Burroughs and to his heirs the said

#5, 6, 7 & 10 Lots

Sec 26 T30S, R15W

US to Goodenough

Bethal to Etta Marshall

Goodenough to Bethal



Dec. 7

this 30<sup>th</sup> day of November A.D. 1898

George Hart,

DEC 31 1992

Judge of the Peace

Recorded this 11<sup>th</sup> day of December A.D. 1898 at 2 o'clock P.M.

J.P.

County Court,

The United States of America, To <sup>all to</sup> Whom these presents shall come Greeting;

Houston Certificate No 3913

Application No 4313

Whereas there has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Astoria Oregon whereby it appears that pursuant to the act of Congress approved May 20<sup>th</sup> 1862, To Secure Homesteads to actual settlers on the Public Domain, and the acts supplementary thereto, the claim of Charles S. Fodenough has been established, and duly consummated in conformity to Law for the Lots Numbers Five, Six, Seven and Ten of Section Twenty Six in Township Thirty, South of Range Fifteen West of Willamette Meridian in Oregon, containing One Hundred and Fifty Two acres and Twenty Two Hundredths of an acre according to the official plat of the Survey of 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 the said Charles S. Fodenough the Tract of Land above described, To have and to hold the said Tract of Land with the appurtenances thereof unto the said Charles S. Fodenough and to his heirs and assigns forever; subject to any vested and accrued State Rights for Mining, agricultural, Manufacturing, or other purposes, and rights to ditches and reservoirs used

in connection with such States 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 privi-  
 leges hereby granted, as provided by Law. And there  
 is reserved from Lands hereby granted a right of  
 way thereon for ditches or canals, constructed by  
 Authority of the United States.

DEC 31 1892

WATER COURSE EPT  
SALEM, OREGON

In Testimony Whereof I Grover  
 Cleveland President of the United States of  
 America have caused these letters to be signed  
 and the Seal of the General Land Office to  
 be hereunto appended.

Given under my hand  
 at the City of Washington the Tenth day  
 of May in the Year of our Lord One Thousand  
 Nine Hundred and Ninety Four and  
 of the Independence of the United States  
 the One Hundred and Eighteenth.

By the President Grover Cleveland

By M. McKean Secretary

L. L. Cannon  
 Recorder of the General Land  
 Office

{sent}

Recorded this 5<sup>th</sup> day of December, A.D. 1892  
 at 10<sup>th</sup> A.M.

J. P. [Signature]  
 Clerk and Recorder

DEC 31 1892

In Testimony Whereof, I have hereunto set my hand and official seal this day and year first above written.

Seal J. H. Upton  
Notary Public, Oregon

Recorded October 28 1892  
C. H. McCracken  
County Clerk

This Indenture, Made the first day of November in the year of our Lord one thousand nine hundred and One (1901) Between George H. Bethal and his wife Elizabeth Bethal of the County of Ross State of Oregon the parties of the first part and Edna Marshall of Curry County and State 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 fifty (\$750.00) Dollars, gold coin of the United States of America, to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to her heirs and assigns forever the following described real property to wit: Lots numbered five (5) Six (6) Seven (7) and Ten (10) of Section Twenty six (26) in Township Thirty (30) South of Range Fifteen West of Bella Vista Meridian in Curry County, State of Oregon.

Together with all and singular the tenement, hereditaments, and appurtenances thereto belonging, or in anywise appertaining, and the rents, issues and profits thereof.

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 her 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, her heirs and assigns against the said parties of the first part, and their heirs, and against all and every person and persons lawfully claiming or to claim the same, who are not well warranted and by their parents forever deferring.

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

Sealed, signed and delivered in the presence of  
St Marshall  
Joseph W Stard  
State of Oregon  
County of Polk

George H. Bethel  
Elizabeth Bethel

Seal  
Seal

DEC 31 1992

WATER RESOURCES DEPT.  
SALEM, OREGON

On this the 14th day of November 1901 personally came before me the undersigned a Notary Public in and for the aforesaid State the within named Geo. H. Bethel and Elizabeth Bethel his wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument, and they severally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above mentioned.

Seal

Joseph W Stard  
Notary Public for  
Oregon,

6209

Recorded November 9th, 1901

W. Woodruff  
County Clerk

This Indenture Witnesseth, That Charles S. Goodenough and Mary S. Goodenough his wife for the consideration of the sum of Eight Hundred and twenty-five \$825.00 dollars to them paid, have bargained and sold and by these presents do bargain, sell and convey unto George H. Bethel the following described premises, to-wit:  
Lots number five (5), six (6), seven (7) and ten (10) of Section 26 in Township 30, South of Range 15 West of Willamette Meridian in Oregon and containing one hundred and fifty two (152) acres.

To have and to hold the said premises, with their appurtenances, unto the said George H. Bethel his heirs and assigns forever. And the said Charles S. Goodenough and Mary Goodenough do hereby covenant to and with the said George H. Bethel his heirs and assigns that they are the owners in fee simple of said premises; that

Documentary  
Stork 50¢  
Duly certified



that they will warrant and defend the same, from all lawful claims whatsoever subject to a mortgage of \$ 250<sup>00</sup> from Common Schools Fund.

In Witness Whereof, we have hereunto set our hands and seals this 24<sup>th</sup> day of April A.D. 1901.

Done in Presence of  
W. Adolphson  
Minnie Nelson  
State of Oregon  
County of Coos

J. S. Goodenough Seal  
Mary S. Goodenough Seal

DEC 31 1992

WATER RESOURCES DEPT.

On this the 20<sup>th</sup> day of April A.D. 1901 personally came before me the undersigned a Notary Public in and for the afore said County and State the within named Mary S. Goodenough, to me personally known to be the identical person described in and who executed the within instrument and she severally acknowledged to me that she executed the same freely and voluntarily for the use and purposes therein named.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Geo. P. Topping  
Notary Public for Oregon.

State of Oregon }  
County of Coos }

On this 21<sup>st</sup> day of April A.D. 1901 personally came before me, a Notary Public in and for said County and State, the within named Charles S. Goodenough to me personally known to be the identical person described in and who executed the same freely within instrument, and who each personally acknowledged to me that he executed the same freely and voluntarily for the use and purposes therein named and without fear or compulsion from any one.

In Witness, my hand and seal this 24<sup>th</sup> day of April

1901

Seal

Charles T. Blumenrather  
Notary Public for Oregon

Recorded November 9<sup>th</sup>, 1901

W. Woodruff  
County Clerk

Doc. 10

RECORDED

DEC 31 1992

December 28, 1992

WATER RESOURCES DEPT.  
SALEM, OREGON

We, the undersigned, had possession of the ranch now belonging to Gail Rathbun and Kathryn Hoelzle from 1950 to 1988. While there we operated a dairy ranch consisting of 50 head of dairy cows. In later years we ran 40 head of beef cows and 100 head of sheep. We also maintained a large garden, yard, orchard and potato patch with ample water.

ODL 399791  
MAY 5/30/96 DOB 5/30/14

ODL 759006  
MAY 1-24-95 DOB 1-24-14

*Wilbur Sypher*  
*Lola Sypher*

SIGNATURE GUARANTEED

By *Debra Sichel* *Open* 12/29/92  
SOUTH UMPQUA STATE BANK

Doc. 11

DEC 8 1937

PROOF OF CONTINUOUS USE OF VESTED WATER RIGHTS  
BY TAX RECORDS AND AFFIDAVITS

I, Kathryn Gail Rathbun, being first duly sworn, depose and say, that I personally inspected and read the Curry County tax records and found the following information pertaining to the residence 49144 Hwy. 101, Langlois, Ore. with the following legal descriptions:

Parcel I; Lots 5 and 6, Section 26, T30S, R15W, Willamette Meridian, Curry County, Ore.

Parcel II; SE1/4 of the NE1/4, Section 26, T30S, R15W, Willamette Meridian, Curry County, Ore.

Parcel III; Lots 7 and 10, Section 26, T30S, R15W, Willamette Meridian Curry County, Ore. Except for the part of 10 lying east of the old Bandon - Cairnville Road.

YEAR	VOL.	PAGE	LINE	NAME	LIVESTOCK DOMESTIC
1893	1	17	35	C. S. Goodenough	19 cattle
1901	1	29	14	W. S. Marshall & Etta Marshall	2 horses, 29 cattle 2 pigs
1908	1	4	1-6	W.S Marshall & Etta Marshall	10 horses 162 cattle, 20 sheep
1908	1	4	11	G. P. Haagensen	1 cow
1910	1		13-18	W. S. Marshall & Etta Marshall, & G.P. Haagensen	6 horses, 100 cattle, 20 sheep
1915	1	3	15	W. S Marshall	25 cattle
1920	5	20	23	W. S Marshall	3 horses, 54 cattle, 10 sheep
1925	5	16	15	W. S Marshall	2 horses, 32 cattle
1930	3	15	3	J. R. Nowlin (leasee)	17 cattle,
1931	5	27	21	J.R. Nowlin (leasee)	25 cattle
1932	4	21	16	J.R. Nowlin (leasee)	13 cattle
1935	3	16	22	J. R. Nowlin (leasee)	2 horses, 17 cattle, 2 pigs

020 9 1 1992

NOTARY PUBLIC  
STATE OF OREGON

YEAR	VOL.	PAGE	LINE	NAME	LIVESTOCK DOMESTIC
1937	4	16	9	W. S. Marshall	2 horses, 23 cattle
1940	3	14	13	W. S. Marshall	25 cattle

Became part of the W.S. and Etta Marshall estate  
 Heirs included Robert C. Russell, Charles A. Russell, Arthur Strain, etc.

1942	3	14	20	Robert C. Russell	2 horses, 32 cattle, 200 sheep
1942	3	15	11	Arthur & Elsie Strain	7 cattle, 200 sheep
1947	3	14	19	Arthur Strain (leasee)	50 cattle, 1 horse
1953	3	23	11	Wilbur Sypher	37 cattle
1958		20	23	Wilbur Sypher	30 cattle

1951-1988 Affidavit from Wilbur and Lois Sypher

*x Kathryn Gail Rathbun*  
 Dec. 30, 1992

STATE OF OREGON,

County of Coos } ss.

**FORM NO. 23 — ACKNOWLEDGMENT**  
 STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 30<sup>th</sup> day of December, 1992  
 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
 named Kathryn Gail Rathbun

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

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

*Constance A. Downing*  
 Notary Public for Oregon.  
 My Commission expires 10/14/94



2-7-95

SWR-399

Ed Rivey

---

SENT HIM A COPY OF  
MAP, FORM & MY LETTER -  
HE SAID HE'D CHECK MY  
FILES

Wetmore

Riley - 112

STATE OF OREGON  
WATER RESOURCES DEPARTMENT  
INTEROFFICE MEMO

May 11, 1994

TO: WATER RIGHT EXAMINERS

FROM: DON KNAUER

SUBJECT: PRE-1909 VESTED WATER RIGHT CLAIM MAPS

Alright you guys, this is a test, DO YOU KNOW WHAT TIME IT IS? The answer is, it's time to get the maps, reports, answers, mylars and all that kind of stuff back to the Water Resources Department. There's talk around the office of putting together a "map-patrol" with a tough leader to travel around and retrieve the required documents.

You may remember, I reviewed maps for compliance with Oregon Revised Statutes and Oregon Administrative Rules submitted to support pre-1909 vested water right claims. For the past few months and up to a year ago I have returned maps, requested mylars, asked for clarification, and asked for reports. Some of these files are getting stale.

It is very important that you give me something, preferably the map, mylar, report, etc. but at minimum you must give me a submittal date. The review of the files cannot be completed without the map, report, etc. It is a deterrent to the claimant, your client, for this issue to go unresolved.

If you need copies of anything in the files, just let me know. I have hand written below the file numbers of those I returned to you. The toll free number is 1-800-624-3199.

j:\wp51\swr\claimant\cwrememo.94

SWR - 178 MAST

SWR - 349 RABINSON

November 10, 1993

EDWARD W. RILEY  
PO BOX 630  
NORTH BEND OR 97459

RE: File# SWR-399

DEAR EDWARD W. RILEY,

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 receipts 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 Kathryn Gail Rathbun. 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.

conveyance	ORS 539.120 "...the location of .... and each ditch, canal, pipeline or other means of conveying the water..." You must show the system for the domestic and irrigation.
place of use (¼ ¼)	ORS 539.240 (2) (d) (B) "The location of place of use by quarter-quarter section..." You must identify the location of the domestic and irrigation beneficial use.
diversion point size	OAR 690-28-025-(4)-(c) "The dimensions and capacity of any existing diversion systems." You must describe the domestic and irrigation systems.
1/10 acre	OAR 690-28-025-(4)-(d) "The number of acres irrigated in each quarter quarter shall be shown to the nearest tenth of an acre." You must identify the boundaries and acreage in the lawn and garden beneficial use.



On the map you show the diversion point from the unnamed stream as a "well". This claim can cover only surface water sources. I need you to explain the "well" label.

The scale you used for the map is not acceptable unless it is the county assessors map scale. I am not requiring you to change the scale, just be aware of the requirements in the future.

You must submit the map ".in ink on permanent-quality linen or 0.003 inch mylar..".

I am enclosing a copy of the checklist and claim to beneficial use report information used by the adjudication section. You may find it useful in preparing the required map and information. Many Certified Water Right Examiners have seen these and are using them.

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-0399.00M

SURFACE WATER REGISTRATION CHECKLIST

(received after July 18, 1990)

CHECK BASIN MAP WEX NAME Southern Coast # 17 UNADJUDICATED AREA ? yes  
RECEIPT # 95736 S W R NUMBER 397  
CHECK ENCLOSURES WEX PRELIMINARY DATA BASE ENTRY DWP  
ACKNOWLEDGEMENT LETTER WEX ENTER ON STREAM INDEX \_\_\_\_\_  
CHECK QUADRANGLE MAP \_\_\_\_\_ CHECK GLO PLATS \_\_\_\_\_  
WATERMASTER CHECKLIST \_\_\_\_\_ PUBLIC NOTICE PUBLICATION last

**FORM REVIEW**

\_\_\_\_\_ blanks filled in  
\_\_\_\_\_ signed  
\_\_\_\_\_ date received stamped

**STK DAM  
MAP REVIEW**

#1 source and trib \_\_\_\_\_ WELL ? FOR DAM ?  
\_\_\_\_\_ #2 diversion point location  
 #3 conveyances (pipes, ditch, etc.)  
 #4 place of use  
 #5 scale  
  township, range, section  
  north arrow  
  CWRE stamp  
  disclaimer  
\_\_\_\_\_ date survey was performed  
  P.O.B. of survey  
 #12 dimensions and capacity of diversion system  
 "beneficial use" type title  
#14 #14 "permanent-quality" paper  
#15 1/10<sup>th</sup> ACRES

WATER RIGHT RECORD CHECK \_\_\_\_\_ FIELD INSPECTION \_\_\_\_\_  
FINAL FILE REVIEW \_\_\_\_\_ FINAL DATA BASE ENTRY \_\_\_\_\_  
ENTER ON PLAT CARDS \_\_\_\_\_

# IMPORTANT MESSAGE

FOR Wing

DATE 10/11 TIME 2:21 A.M. P.M.

M Kristina Waller

OF \_\_\_\_\_

PHONE 348-2203

AREA CODE

NUMBER

EXTENSION

FAX

MOBILE \_\_\_\_\_

AREA CODE

NUMBER

TIME TO CALL

TELEPHONED	<input checked="" type="checkbox"/>	PLEASE CALL	<input checked="" type="checkbox"/>
CAME TO SEE YOU	<input type="checkbox"/>	WILL CALL AGAIN	<input type="checkbox"/>
WANTS TO SEE YOU	<input type="checkbox"/>	RUSH	<input type="checkbox"/>
RETURNED YOUR CALL	<input type="checkbox"/>	WILL FAX TO YOU	<input type="checkbox"/>

MESSAGE App # 399

App # SWR 399

10/14/93: TALKED ABOUT THE CLAIM -  
TOLD HER RATHBUN HAS DONE BUDGET-  
THING REQUIRED SO FDC - SHE TALKED  
ABOUT SPLITTING THE PROPERTY & WHAT  
SIGNED AGREEMENT. JEX



March 26, 1993

KATHRYN GAIL RATHBUN  
49144 HWY 101  
LANGLOIS OR 97450

Dear MS RATHBUN,

This will acknowledge that your Surface Water Registration Statement in the name of KATHRYN GAIL RATHBUN has been received by our office. The fees in the amount of \$400.00 have been received and our receipt #95736 was written. Your registration statement has been numbered SWR-399.

Our office will review your form and map in the near future. If necessary we will schedule a meeting with you that will include a site inspection. If there are problems with your form we are usually able to take care of them during our visit. We will be able to answer any questions you might have about the adjudication process at that time.

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

Sincerely,



Don Knauer  
Adjudication Specialist

Enclosure

C:\WP51\SWR\CLAIMANT\SWR-0399.001



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

**STATE OF OREGON  
WATER RESOURCES DEPARTMENT**

RECEIPT # **95736**

3850 PORTLAND ROAD NE  
SALEM, OR 97310  
378-8455/378-8130 (FAX)

RECEIVED FROM: Caribou Sheep Co.  
BY: \_\_\_\_\_

APPLICATION	
PERMIT	
TRANSFER	

CASH:  CHECK: #  96292 OTHER: (IDENTIFY)

REC'D \$ 400.00

**RECEIVED  
OVER THE COUNTER**

**01-00-0 WRD MISC CASH ACCT**

842.010 ADJUDICATIONS  
831.087 PUBLICATIONS/MAPS  
830.650 PARKING FEES Name/month  
OTHER: (IDENTIFY)

\$ <u>400.00</u>
\$
\$
\$

**REDUCTION OF EXPENSE**

COST CENTER AND OBJECT CLASS

CASH ACCT.

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)

\$
\$
\$
\$

**WATER RIGHTS:**

842.001 SURFACE WATER  
842.003 GROUND WATER  
842.005 TRANSFER

EXAM FEE	
\$	842.002
\$	842.004
\$	842.006
EXAM FEE	
\$	842.023
\$	842.019

RECORD FEE
\$
\$
\$
LICENSE FEE
\$
\$
\$

**WELL CONSTRUCTION**

842.022 WELL DRILL CONSTRUCTOR  
842.016 WELL DRILL OPERATOR  
LANDOWNER'S PERMIT

**06-00-0 WELL CONST START FEE**

842.013 WELL CONST START FEE  
MONITORING WELLS

\$	CARD #
\$	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 # **95736**

DATED: 12-31-97 BY: D. B...