

RECEIVED

JAN 12 1994

WATER RESOURCES DEPT.
SALEM, OREGON

Registration Statement of Claim of Beneficial Use --- SWR 461

Information: Tom and Betti Nugent own the land as shown on the accompanying map. Their home was recently vandalized so their temporary home is on adjoining property. Their address is HC 86, Box 97A, Myrtle Point, OR. 97458; this is their permanent address. Their telephone number is (503) 572- 3545. Both Mr. and Mrs Nugent were on the property on the day of this inspection. They are a young family and their cash flow is limited.

Source: Little Cherry Creek, a tributary of Cherry Creek, ^{and Cherry Cr.} a tributary of North Fork of Coquille River.

Diversion Points: Three points of Diversion are used. Each one has a low platform for the motor and nothing more.

Motor and Pump: One 3½ h. p. gasoline driven Honda variable speed engin is used with a direct drive attached pump. The pump is rated at 132 gals per minute, but the pump is worn and now delivers about 0.22 CFS at the outlet. This one motor and pump is moved from POD to POD as needed during the summer months.

Pipe: They use about 600 ft. of 2½" inside diameter flexable pipe for their irrigation needs. The pipe from the existing well, shown on the accompanying map, to their vandalized home is 1" diameter and 400 ft. in length. The intake pipe to the pump is 2½" flexable pipe about 30 ft. long.

Heads: They own 22 heads capable of delivering 5 to 7 gals per minute. They use 7 to 8 at each POD, with the one motor.

Uses: Domestic for one family, Stock watering for up to 50 head of cows. And irrigation for up to 12.8 acres.

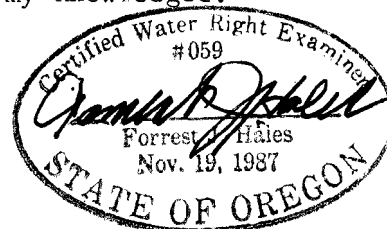
Head: Estimate 20 ft. on average.

Calculations: On the day of this inspection, Dec. 30, 1993, no water was being diverted. But for the high usage months my calculations are as follows: Irrigation; 0.11 CFS, Stock watering; 0.003 CFS, Domestic expanded; 0.005 CFS. for a total of 0.118 CFS.

Point of beginning: A recorded survey dated Jan. 1975 of the N½NW¼ of Sec. 26 is on file in the Coos Co. Surveyor's . I ran a staff compas traverse from two found monuments shown on this recorded map to each of the PODs shown on my accompanying map.

Remarks: None

This final proof survey and inspection of the use as found to be completed under the terms and conditions of the pre-1909 Water Registration Act was completed by me on December 30, 1993 and the facts contained in this report and accompanying Pre-1909 Surface Water Registration Map are correct to the best of my knowledgee.



We, Thomas F. and Betti A Nugent, agree to the findings of the CWRE and do submit this site report and map as my Claim of Beneficial Use of the water as provided under the terms and conditions of the Pre-1909 Surface Water Registration Act.

Thomas F. Nugent
Thomas F. Nugent

Betti A. Nugent
Betti A. Nugent

T. 27S., R. 11 W. W.M.

Map for a pre-1909 Surface Water Registration

Scale: 1" = 400 ft. Date of Survey Nov. 27, '92

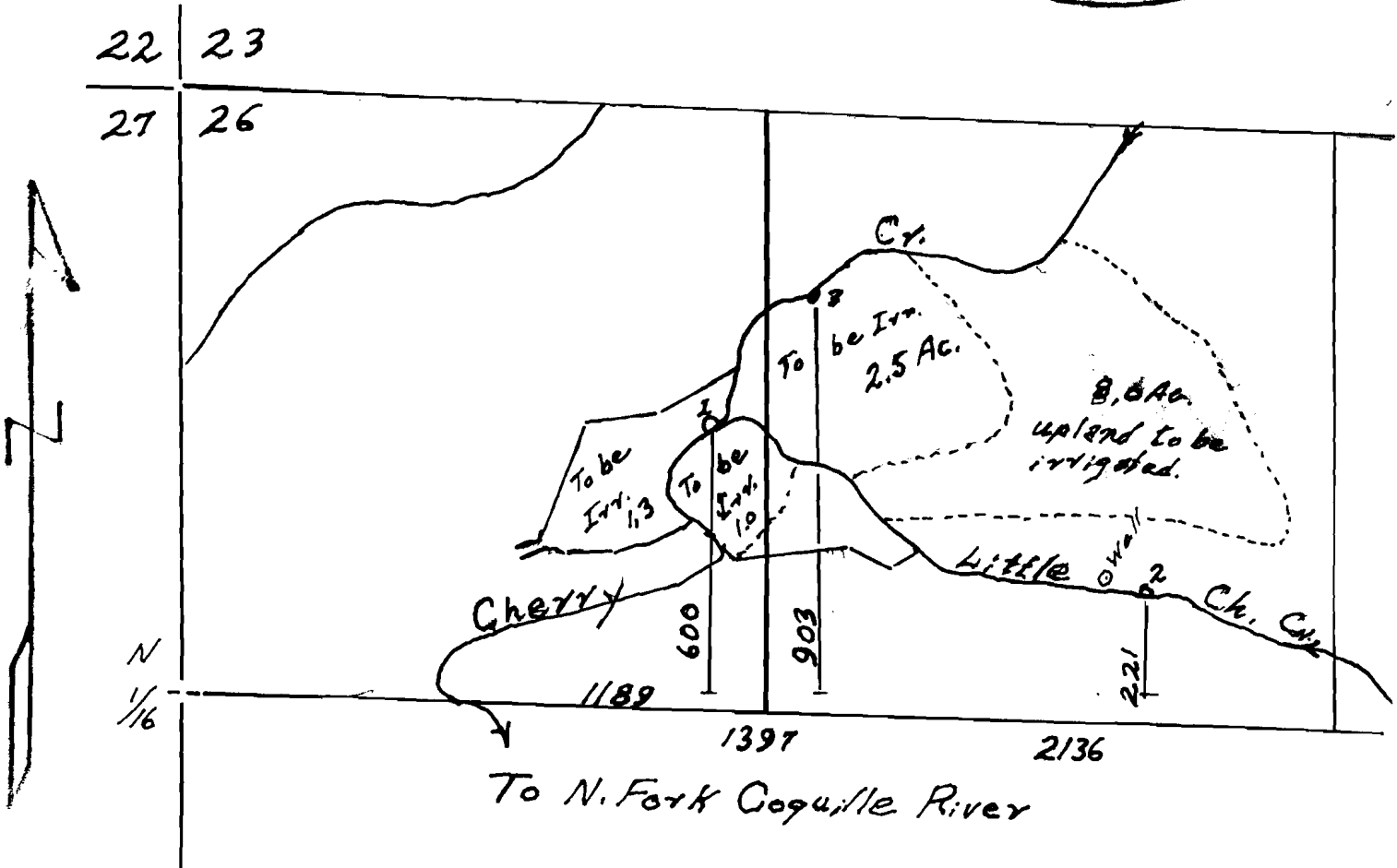
Not from the 1/6th time
 from apt. E. of the lot.
 My North-south tie is
 SE only.
 The 1/6th line runs
 Please Note:

Map is not the result of a property survey
 and is not to be used as such.

Tom and Betti Nugent

NOTE: No pumps or pipes were in place
 at time of this survey.

12-31-93
 Don't forget



RECEIVED

DEC 31 1992

WATER RESOURCES DEPT.
SALEM, OREGON

SECTION 1

RECEIVED

DEC 31 1992

WATER RESOURCES DEPT.
SALEM, OREGON

TABLE OF CONTENTS

- ✓Section #1: State of Oregon
Water Resources Department
Surface Water Registration Statement
Pre 1909 Vested Water Right Claim
Includes: cover letter, application, map by certified
water right examiner # 059, and payment by check # 395
- ✓Section #2: Locator Map and notes
- ✓Section #3: Copies from National Archives and Records Administration
NND, Washington D.C. 20409
- ✓Section #4: Government Land Office (G.L.O.) Maps surveyed 6-13-1891
approved by Surveyor Generals Office March 22, 1892
with cover letter from Dwight French of Education
Section Oregon Water Resources Department
- ✓Section #5: Synopsis of land ownership from Coos County deed books
- ✓Section #6: Certified copies of all available Deeds from Coos
County Courthouse 1902-1987
- ✓Section #7: Tax assessments 1892-1992
note: a century of tax assessments and payments
- ✓Section #8: Supporting statements for water right claim.
- ✓Section #9: Instructions used to complete this claim form.

Thomas F. Nugent
HC 86 Box 97A
Myrtle Pt. OR
97458
503 572-3545

Priority Date: June 12th 1891

Forrest J. Hales
1490 N. Ivy
Coquille, OR. 97423
Dec. 9 1992

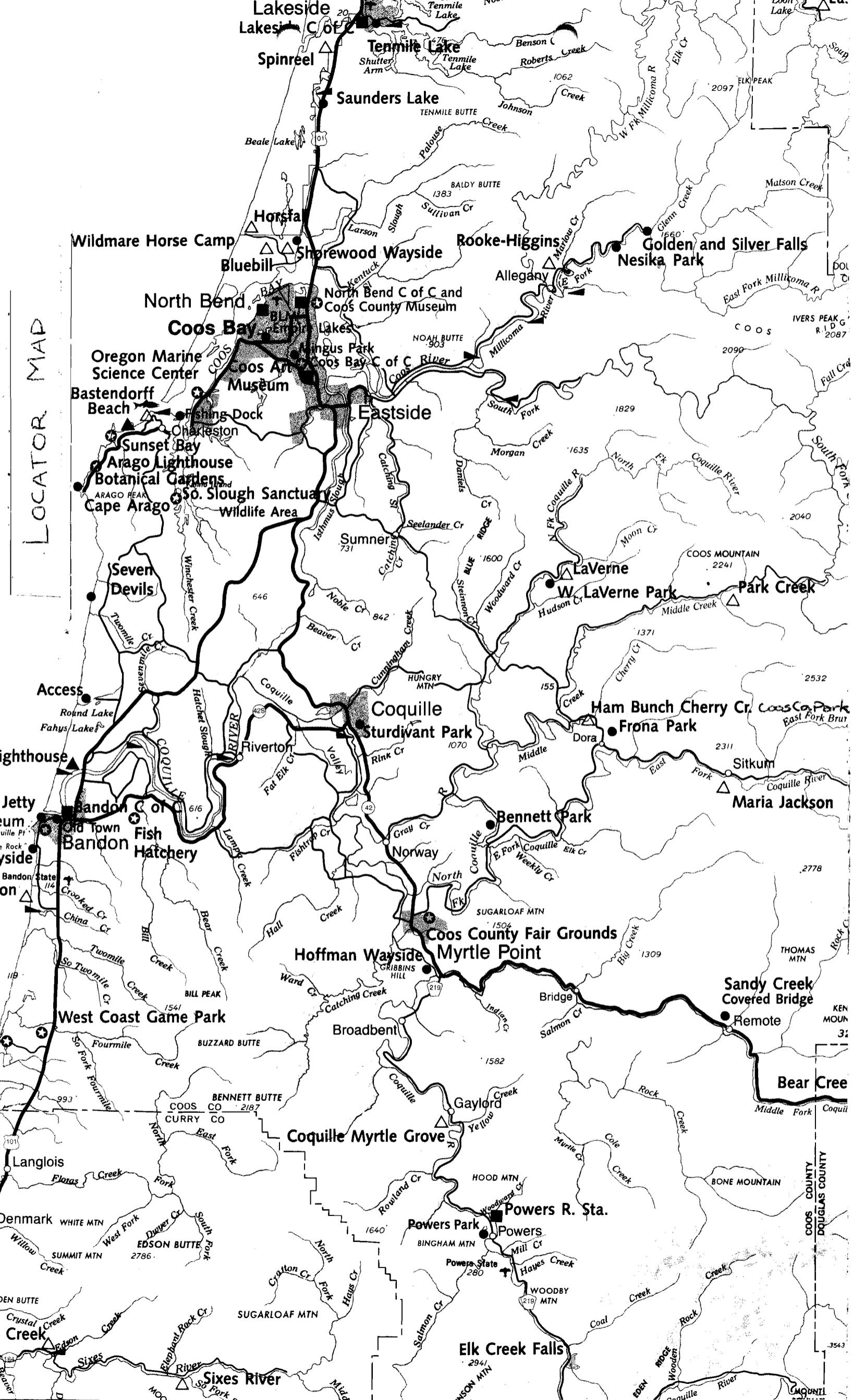
Tom and Betti Nugent
HC 86 Box 97 A
Myrtle Point OR. 97458

12-9-92 Survey for a pre-1909 Surface Water Registration Map.....\$300.

SECTION 2

RECEIVED
DEC 31 1992
WATER RESOURCES DEPT.
SALEM, OREGON

LOCATOR MAP



Lakeside
Lakeside C of C

Tennmile Lake

Spinreel

Saunders Lake

Beale Lake

Horsfall

Wildmare Horse Camp

Bluebill

Shorewood Wayside

Rooke-Higgins

Golden and Silver Falls
Nesika Park

North Bend

North Bend C of C and
Coos County Museum

Coos Bay

Angus Park

Oregon Marine
Science Center

Coos Art
Museum

Bastendorff
Beach

Fishing Dock

Sunset Bay

Arago Lighthouse

Botanical Gardens

Cape Arago

So. Slough Sanctuary
Wildlife Area

Eastside

Seven
Devils

Sumner

LaVerne

W LaVerne Park

Park Creek

Access

Coquille

Sturdivant Park

Ham Bunch Cherry Cr.

Frona Park

Lighthouse

Riverton

Coquille

Bennett Park

Maria Jackson

Jetty

Bandon C of C

Old Town

Bandon Fish
Hatchery

Norway

Coos County Fair Grounds

Myrtle Point

Hoffman Wayside

Sandy Creek
Covered Bridge

West Coast Game Park

Broadbent

Bear Cree

Langlois

Coquille Myrtle Grove

Powers R. Sta.

Powers Park

Powers

Denmark

EDSON BUTTE

Powers State

Woodsby Mtn

Elk Creek Falls

Sixes River

Crystal Creek

Edson

So. Fork

COOS COUNTY
DOUGLAS COUNTY

12-30-92

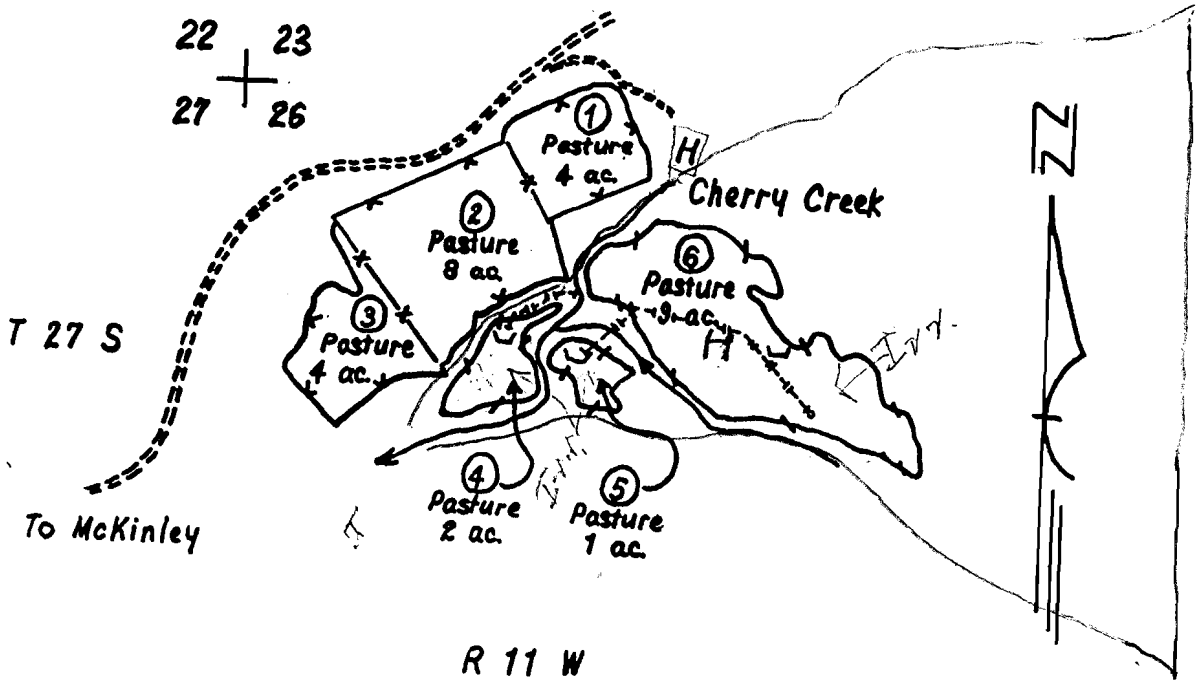
This note is to verify
that there is no historic flow
data on Cherry Cr. prior to
1987.

James Simpson
Asst. Watermaster
Dist. 19

RECEIVED
DEC 31 1992
WATER RESOURCES DEPT.
SALEM, OREGON

CONSERVATION PLAN MAP

Owner Betti Nugent Operator Betti Nugent
 County Coos State Oregon Date 10/92
 Approximate acres 28 Approximate scale 1" = 660'
 Cooperating with Coos Soil and Water Conservation District _____
 Plan identification _____ Photo number _____
 Assisted by E. Petersen USDA Soil Conservation Service



Note: Inked line indicates approximate property line. This survey was done for land we lease (fields 1, 2, 3) and land we own fields 4, 5, 6. By their figuring Nugent property has 12 acres useable pasture

RECEIVED
 DEC 31 1992
 WATER RESOURCES DEPT.
 SALEM, OREGON

Nugent, Betti

PLAN MAP LEGEND

Tract Number

Field Field Planned
Number Acres Landuse

All		Pasture
01	4	Pasture
02	8	Pasture
03	4	Pasture
04	2	Pasture
05	1	Pasture
06	9	Pasture

Nugent pasture

RECEIVED
DEC 31 1992
WATER RESOURCES DEPT
SALEM, OREGON

RECEIVED
DEC 31 1992
WATER RESOURCES DEPT.
SALEM, OREGON

SECTION 3

Note: For ease of review I have made a copy of the 17th page of the National Archives and Records Administration NNRR package to which this is affixed. This is page 17 of that document. This is the priority date 4-369, we are claiming. J.F. Nugent

HOMESTEAD PROOF—TESTIMONY OF CLAIMANT.

William H Bunch, being called as a witness in his own behalf in support of homestead entry, No. 7354, for lots 3, 4, 5 & 6, sec 26, Twp 27, SR 11 W testifies as follows:

Ques. 1.—What is your name, age, and post-office address?

Ans. William H Bunch, age, 40 years, Soro Oregon

Ques. 2.—Are you a native born citizen of the United States, and if so, in what State or Territory were you born?

Ans. Yes. born in Missouri

Ques. 3.—Are you the identical person who made homestead entry, No. 7354, at the Roseburg Ore land office on the 1 day of Oct 1894 and what is the true description of the land now claimed by you?

Ans. Yes. Lots 3, 4, 5 & 6. Sec 26. Twp 27. SR 11 W.

Ques. 4.—When was your house built on the land and when did you establish actual residence therein? (Describe said house and other improvements which you have placed on the land, giving total value thereof.)

Ans. I purchased the house it was on the land when I settled, June 12th 1891. House, frame 14x22 ft. L 12x18, barn, size 30x48 ft. being about 200 rods. Cleared 25 acres of the land, orchard 200 trees, value \$600.00

Ques. 5.—Of whom does your family consist; and have you and your family resided continuously on the land since first establishing residence thereon? (If unmarried, state the fact.)

Ans. Wife and 4 children. Yes, except absent during at some intervals

Ques. 6.—For what period or periods have you been absent from the homestead since making settlement, and for what purpose; and if temporarily absent, did your family reside upon and cultivate the land during such absence?

Ans. Was never absent over 4 months at any one time, family was absent also attending school at intervals never over 3 months at anyone time. Had a man living on the land during such absence, employed in making improvements and cultivating land.

Ques. 7.—How much of the land have you cultivated each season and for how many seasons have you raised crops thereon?

Ans. 1st season about 2 acres, 2nd season about 6 acres, 3rd season, 7 acres, 4th season about 8th acres, 5th season about 10 acres, also 30 acres of land cleared and sown in tim grass

Ques. 8.—Is your present claim within the limits of an incorporated town or selected site of a city or town, or used in any way for trade and business?

Ans. No

Ques. 9.—What is the character of the land? Is it timber, mountainous, prairie, grazing, or ordinary agricultural land? State its kind and quality, and for what purpose it is most valuable.

Ans. Ordinary agricultural land covered with brush and timber, most valuable for agricultural and grazing.

Ques. 10.—Are there any indications of coal, salines, or minerals, of any kind, on the land? (If so, describe what they are, and state whether the land is more valuable for agricultural than for mineral purposes.)

Ans. No. More valuable for agricultural purposes

Ques. 11.—Have you ever made any other homestead entry? (If so, describe the same.)

Ans. No

Ques. 12.—Have you sold, conveyed, or mortgaged any portion of the land; and if so, to whom and for what purpose?

Ans. No

Ques. 13.—Have you any personal property of any kind elsewhere than on this claim? (If so, describe the same, and state where the same is kept.)

Ans. No

Ques. 14.—Describe by legal subdivisions, or by number, kind of entry, and office where made, any other entry or filing (not mineral.) made by you since August 30, 1890.

Ans. None

(Sign plainly with full christian name.)

William H Bunch

* (In case the party is of foreign birth a certified transcript from the court records of his declaration of intention to become a citizen, or of his naturalization, or a copy thereof, certified by the officer taking this proof, must be filed with the case. Evidence of naturalization is only required in final (five-year) homestead cases.)

Value about 30 acres of land slashed ready to burn. Also value of improvements on the land, including what was on it when I purchased same, well settled on as well as what I have placed thereon would be about \$1000.00

RECEIVED
DEC 31 1892
WILSON RESOURCES DEPT.
SALEM, OREGON

Final Certificate No. 3827

Homestead Application No. 73524

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
LAND OFFICE

APPROVED

July 6, 1896

Sect. 26, Town. 27 S, Range 11 W

List No. 73

Approved Dec 17, 1896

Eddy, Clerk

Division _____

Patented January 15th, 1897

Recorded, Vol. 102, page 145

22 = 21

WATER RESOURCES DEPT.
SALEM, OREGON
DEC 31 1992

153,7

HOMESTEAD.

Land Office at _____

July 10, 1896

FINAL CERTIFICATE,
No. 3827

APPLICATION,
No. 7354
Hitches

It is hereby certified That, pursuant to the provisions of Section No. 2291, Revised Statutes of the United States, William H. Bunch has made payment in full for Lots 3, 4, 5, 6

of Section No. 26, in Township No. 27 S., of Range No. 11 N., of the Will. Principal Meridian: Oregon, containing # 153 $\frac{70}{100}$ acres.

Now, therefore, be it known, That on presentation of this Certificate to the COMMISSIONER OF THE GENERAL LAND OFFICE, the said William H. Bunch shall be entitled to a Patent for the Tract of Land above described.

R. M. Keatch

ELECTRO'S.

area correct.

Register.

DEC 31 1896
WATER RESOURCES DEPT.
SALEM, OREGON

Final Receiver's Receipt No. 3827

Application No. 7354

HOMESTEAD.

Receiver's Office, Washington, Oregon

July 6, 1896

Received of William H. Bunch the sum
of Five dollars 76 cents,

being the balance of payment required by law for the entry of Lots 3,
4, 5 & 6

of Section 26 in Township 27 N of Range 11 W
containing 1.53 ⁷⁰/₁₀₀ acres, under Section 2291 of the
Revised Statutes of the United States.

R. A. Sheridan

Receiver.

576

\$ 1.23 Testimony fee received. Number of written words, 545

Rate per 100 words 22 1/2 cents.

RECORDED
DEC 31 1896
SALEM, OREGON

Application No. 739

HOMESTEAD.

Land Office at Roseburg Oregon

August 24, 1892

I, William H. Bunch, of _____

_____, do hereby apply to enter, under Section 2289, Revised Statutes of the United States, the ~~SE 1/4 Sec 29 SW 1/4 T. 27 N. 11 W. R. 11~~ ^{containing} _____

^{N. 10 1/2} 3.4.5 1/2 of Section 26, in Township 27 S of

Range 11 W, containing ~~153~~ ³⁰ 153 1/100 acres.

William H. Bunch

Land Office at Roseburg Oregon

Oct. 12, 1892

I, John H. Shupe, REGISTER OF THE LAND OFFICE,

do hereby certify that the above application is for Surveyed Lands of the class which the applicant is legally entitled to enter under Section 2289, Revised Statutes of the United States, and that there is no prior valid adverse right to the same.

John H. Shupe
Register.

RECEIVED
DEC 31 1992
LAND RESOURCES DEPT.
SALEM, OREGON

HOMESTEAD AFFIDAVIT

Under Section 2294, Revised Statutes, for settlers who cannot appear at the District Land Office.

United States
Office of the Clerk of the Court Commissioner

For Coos County, Oregon

August 24th, 1892

I, William H. Branch, of Cornville City, Oregon
having filed my Homestead Application No. 7346, do solemnly swear that I am a
native born citizen of the United States and that
I am at the head of a family

that said application No. 7346 is made for the purpose of actual settlement and cultivation;
that said entry is made for my exclusive use and benefit, and not directly or indirectly for the use or
benefit of any other person or persons whomsoever; that I am
now residing on the land I desire to enter, and that I have made a bona fide improvement and settlement
thereon; that said settlement was commenced June 12th 1891
that my improvements consist of a Home Barn 1000 fruit trees 60 acres 30 acres
thirty acres of which is in cultivation
and that the value of the same is \$2000; that owing to the great distance
and expensive traveling
I am unable to appear at the District Land Office to make this affidavit, and that I have never before
made a homestead entry ~~except~~

William H. Branch

Sworn to and subscribed before me this 24th day of August, 1892

Orvil Dodge
Clerk of the Court for
U.S. Court Commissioner
for Oregon

NOTE.—The claimant must fill up the blank places above, showing whether he is the head of a family or over twenty-one years of age; whether a native citizen, or has declared his intention to become a citizen; whether he and his family, or some member thereof, is residing on the land, giving the date of actual settlement, describing the dwelling-house and improvements, and stating the value of the same, and stating reason for not appearing at the District Land Office. If claimant ever before made a homestead entry, describe the same; if not, draw a line over the word "except."

RECEIVED
DEC 31 1892
WATER RESOURCES DEPT.
SALEM, OREGON

TO BE USED IN ALL ENTRIES SINCE AUGUST 30, 1890.

AFFIDAVIT.

U.S. Commissioner
Land Office at Myrtle Point Cas Co Oregon
(Date) Aug 24, 1892

I William H. Bunch, of Coyville City, Oregon

applying to enter (or file for) a Homestead do solemnly swear that since August 30, 1890, I have not entered under the land laws of the United States, or filed upon, a quantity of land which, with the tracts now applied for, would make more than 320 acres, except _____ for

settled upon by me prior to August 30, 1890. Said settlement was commenced

and my improvements consisted of

William H. Bunch,

Sworn to and subscribed before me this 24th day of Aug, 1892

Orvil Dodge

U.S. Court Commissioner
for Oregon

RECEIVED
DEC 31 1892
LAND RESOURCES DEPT.
SALEM, OREGON

HOMESTEAD AFFIDAVIT.

U.S. Commissioner's Office at Myrtle Point Coas Co Oregon

August 24th, 1892

I, William H. Bunch, of Hoquiam City

having filed my application No. 7, for an entry under section 2289, Revised Statutes of the

United States, do solemnly swear that I am not the proprietor of more than one hundred and sixty acres of land in any State or Territory; that I am * a Native Born Citizen of the United States and that I am at the head of a family

that my said application is honestly and in good faith made for the purpose of actual settlement and cultivation, and not for the benefit of any other person, persons, or corporation, and that I will faithfully and honestly endeavor to comply with all the requirements of law as to settlement, residence, and cultivation necessary to acquire title to the land applied for; that I am not acting as agent of any person, corporation, or syndicate in making such entry, nor in collusion with any person, corporation, or syndicate to give them the benefit of the land entered, or any part thereof, or the timber thereon; that I do not apply to enter the same for the purpose of speculation, but in good faith to obtain a home for myself, and that I have not directly or indirectly made, and will not make, any agreement or contract in any way or manner, with any person or persons, corporation or syndicate whatsoever, by which the title which I might acquire from the Government of the United States should inure in whole or in part to the benefit of any person except myself, and further, that since August 30, 1890, I have not entered under the land laws of the United States, or filed upon, a quantity of land, agricultural in character, and not mineral, which, with the tracts now applied for, would make more than three hundred and twenty acres.

†

William H. Bunch

Sworn to and subscribed before me this 24th day of August, 1892,

Orvil Dodge

U S Court Commissioner for Oregon

* Here insert statement that affiant is a citizen of the United States, or that he has filed his declaration of intention to become such, and that he is the head of a family, or is over twenty-one years of age, as the case may be. It should be stated whether applicant is *native-born* or not, and if not, a certified copy of his certificate of naturalization, or declaration of intention, as the case may be, must be furnished. (See page 45, circular of January 1, 1889.)

† Here add an exception, if any, of land settled upon prior to August 30, 1890, giving date of settlement commenced, and describing improvements, and that the party has not heretofore made any entry under the homestead laws. o-4

NON-MINERAL AFFIDAVIT.

This affidavit can be sworn to only on personal knowledge, and cannot be made on information and belief.
The non-mineral affidavit accompanying an entry of public land must be made by the party making the entry, and only before the officer taking the other affidavits required of the entryman.

Court Commissioners
UNITED STATES LAND OFFICE, at

Myrtle Point Coos County Oregon
August 24th, 1892

William H. Bunch, being duly sworn according to law, deposes and says that he is the identical Person who is an applicant for Government title to the ~~SE 1/4 of SW 1/4 Sec 29 and SW 1/4 of NW 1/4 of Sec 26~~ ~~of NW 1/4 of Section 26. Twp 27 S of R 11. West of Willamette.~~

that he is well acquainted with the character of said described land, and with each and every legal subdivision thereof, having frequently passed over the same; that his personal knowledge of said land is such as to enable him to testify understandingly with regard thereto; that there is not, to his knowledge, within the limits thereof, any vein or lode of quartz or other rock in place, bearing gold, silver, cinnabar, lead, tin, or copper, or any deposit of coal; that there is not within the limits of said land, to his knowledge, any placer, cement, gravel, or other valuable mineral deposit; that no portion of said land is claimed for mining purposes under the local customs or rules of miners or otherwise; that no portion of said land is worked for mineral during any part of the year by any person or persons; that said land is essentially non-mineral land, and that his application therefor is not made for the purpose of fraudulently obtaining title to mineral land, but with the object of securing said land for agricultural purposes, and that his post-office address is Cayenne City - Coos Co Oregon

William H. Bunch

I HEREBY CERTIFY that the foregoing affidavit was read to affiant in my presence before he signed his name thereto; that said affiant is to me personally known (or has been satisfactorily identified before me by _____), and that I verily believe him to be a credible person and the person he represents himself to be, and that this affidavit was subscribed and sworn to before me at my office in Myrtle Point, within the Roseburg land district, on this 24th day of August, 1892

Oswald Dodge
U. S. Court Commissioner
for Oregon

NOTE.—The officer before whom the deposition is taken should call the attention of the witness to the following section of the Revised Statutes, and state to him that it is the purpose of the Government, if it be ascertained that he testifies falsely, to prosecute him to the full extent of the law:

REVISED STATUTES OF THE UNITED STATES. TITLE LXX.—CRIMES.—CHAP. 4.

Sec. 5392. Every person who, having taken an oath before a competent tribunal, officer, or person, in any case in which a law of the United States authorizes an oath to be administered, that he will testify, declare, depose, or certify truly, or that any written testimony, declaration, deposition, or certificate by him subscribed is true, willfully and contrary to such oath states or subscribes any material matter which he does not believe to be true, is guilty of perjury, and shall be punished by a fine of not more than two thousand dollars, and by imprisonment, at hard labor, not more than five years, and shall, moreover, thereafter be incapable of giving testimony in any court of the United States until such time as the judgment against him is reversed. (See §1750.)

RECEIVER'S RECEIPT, No. _____

APPLICATION, No. _____

HOMESTEAD.

Receiver's Office, *Poschung, Oregon*

Oct. 12, 1892.

Received of *William G. Bunch* the sum
of *Fifteen* dollars *75* cents;

being the amount of fee and compensation of Register and Receiver for the

entry of *Lots Nos. 3, 4, 5 and 6*

of Section *26* in

Township *27* of Range *11, West*, under

Section No. 2290, Revised Statutes of the United States.

A. H. Crawford,
Receiver.

§ _____

NOTE.—It is required of the homestead settler that he shall reside upon and cultivate the land embraced in his homestead entry for a period of five years from the time of filing the affidavit, being also the date of entry. An abandonment of the land for more than six months works a forfeiture of the claim. Further, within two years from the expiration of the said five years he must file proof of his actual settlement and cultivation, failing to do which, his entry will be canceled. If the settler does not wish to remain five years on his tract, he can, at any time after fourteen months, pay for it with cash or land warrants, upon making proof of settlement and of residence and cultivation from date of filing affidavit to the time of payment.

See word in red ink, which Register where the affidavit is made before either

Receivers will read and EXPLAIN THOROUGHLY to

After entry has been made, the settler must reside upon and cultivate the land embraced in his homestead entry for a period of five years from the time of filing the affidavit, being also the date of entry. An abandonment of the land for more than six months works a forfeiture of the claim. Further, within two years from the expiration of the said five years he must file proof of his actual settlement and cultivation, failing to do which, his entry will be canceled. If the settler does not wish to remain five years on his tract, he can, at any time after fourteen months, pay for it with cash or land warrants, upon making proof of settlement and of residence and cultivation from date of filing affidavit to the time of payment.

FINAL HOMESTEADS.

Register and Receiver's Report.

H. E. 7354 F. C. 3827 District

- 1. Was proof prematurely made? *Ans. No*
(Instructions 1.)
- 2. Was proof made after 7 years from date of entry? *Ans. No*
If so, did you apply Instructions 2? *Ans.*
- 3. State No. of weekly insertions of published notice. *Ans. 6*
Was notice definite as to time, place, and officer to take the proof? *Ans. yes*
Was proof taken (a) by officer advertised? *Ans. yes*
Was proof taken (b) on day advertised? *Ans. yes*
Was proof taken (c) at place advertised? *Ans. yes*
Was land properly described in published notice? *Ans. yes*
Were names of witnesses properly published? *Ans. yes*
(See Instructions 3.)
- 4. Was officer legally qualified to take the proof? *Ans. yes*
(See Instructions 4.)
- 5. Was all the proof taken before the same officer? *Ans. yes*
- 6. Has he properly signed and attested the proof papers? *Ans. yes*
- 7. Have you signed all necessary papers? *Ans. yes*
- 8. Are names of claimant and witnesses properly signed to all the papers? *Ans. yes*
- 9. Do they agree with published notice? *Ans. yes*
- 10. Have you compared description and names in the original proof and final entry papers and found them correct? *Ans. yes*
- 11. Are proof of publication and posting of notice correct? *Ans. yes*
(No interlineations or erasures of published notice will be permitted. Fernandez, 6 L. D., 379.)
- 12. Are any papers lost, not dated, not signed, or sealed, if necessary? *Ans. No*
- 13. Was any witness substituted? *Ans. No*
- 14. Are all absences fully explained? *Ans.*
- 15. If claimant fully naturalized, are original papers furnished? *Ans. Native born*
If not, did officer taking proof certify a copy of original papers (not a copy of a copy)? *Ans.*
- 16. Was residence established within 6 months from date of entry? *Ans. yes*
If not, require reason for failure, and if sufficient excuse is given, issue certificate, as in other cases.
(Nilson vs. St. P., M. & M. Ry, 6 L. D., 567.)
- 17. Have you any doubt of claimant's having complied in good faith with the law? *Ans. No*
- 18. Have you any reliable information outside of the record which casts suspicion on this entry? *Ans. No*

(See Certificate on back.)

RECEIVED
DEC 31 1992
WATER RESOURCES DEPT.
SALEM, OREGON

CIRCULAR OF INSTRUCTIONS
TO
REGISTERS AND RECEIVERS
FOR TAKING AND PASSING ON FINAL PROOF.

RULE 1.—PREMATURE FINAL PROOF.

Reject all Final Proofs prematurely made, viz:

In Pre-emptions and Commuted Homesteads, before the expiration of 6 months from date of establishing a bona fide residence.

In Final Homesteads, before the expiration of 5 years from date of entry, except: 1. Where residence is allowed before entry, (Act June 14, 1878, Act May 14, 1880.) 2. Where credit is allowed for military or naval service. Secs. 2304-5-6 and 2291, R. S. U. S.

In Timber Cultures.—1. Before the expiration of 8 years from date of entry. 2. Before the expiration of 8 years from the date when the total number of trees, seeds, and cuttings required by law are planted.

Cir. July 12, 1887, Sec. 23.

In Timber and Stone Entries, before the expiration of 60 days publication, as required by law, (10 weekly insertions.)
20 Stat., 89, Sec. 3; Cir. '84, p. 97; 2 L. D., 709; 4 L. D., 282.

In all cases, before the expiration of the time of publication and the day fixed.

See Rule 3.

RULE 2.—LAPSED FINAL PROOF.

When final proof is taken (or offered) after lapse of statutory period, viz:

In Final Homesteads, after 7 years from date of entry.

In Timber Cultures, after 13 years from date of entry.

In Desert Entries, after 3 years from date of entry.

Require affidavit of party making proof of real cause of delay, withhold certificate, and forward all papers to this office for action.

NOTE.—In Preemption and Commuted Homesteads the above rule does not apply.

RULE 3.—PUBLISHED NOTICE OF FINAL PROOF.

~~By~~ The Register alone is responsible for the correctness of published notice. Act March 3, 1879.

Thirty days publication of notice (6 weekly insertions) of intention to make proof is required in—

Preëmptions, Commuted Homesteads, and Final Homesteads.
Act March 3, 1879; Cir. March 20, 1883.

Timber Cultures. Cir. July 12, 1887, Sec. 23.

Desert Entries. Cir. June 28, 1887, Sec. 13.

Town-sites. Cir. July 9, 1886, Sec. 12.

Timber and Stone Entries. Sixty days, (10 weekly insertions)
Cir. July 16, 1887, Sec. 10.

The notice must contain—

(a) Correct description of land sought to be entered, and kind of entry to be made. Act March 3, 1879. (b) Correct names of witnesses and post-office address. Act March 3, 1879. (c) The exact day (not a holiday) when, and (d) the exact place where, proof is to be taken. (e) The officer's name and official designation who is to take proof.

c, d, e, Jacob Semer case, 6 L. D., 345; Lent case, 6 L. D., 110; Sherlock case, 6 L. D., 155.

NOTE.—C, d, e, must be unambiguous and not alternative, as in the Jacob Semer case (6 L. D., 345), viz: "before a Judge or Clerk of Court of Record."

NOTE 2.—All proof must be taken before the same officer: Provided pending cases, and those wherein notice of intention to submit proof has been published under a different practice, will not be affected by this requirement.

RULE 4.—OFFICERS AUTHORIZED TO TAKE
FINAL PROOF.

In Preëmption and Commuted Homesteads—

Register and Receiver; Clerk of County Court; Clerk of Court of Record. 21 Stat., 169; Cir., March 30, 1886.

In Timber Culture and Desert Entries—

Register and Receiver; Judge, or Clerk of Court of Record. T. C. Cir., July 12, 1887, Sec. 24; Desert Cir., June 28, 1887, Sec. 7.

In Final Homesteads —

Register and Receiver; Judge of Court of Record; Clerk of Court of Record (only) when Judge is absent. This fact must be certified by Clerk. Act March 3, 1877.

In Timber and Stone Entries and Town-sites—

Register and Receiver alone can take the proof. T. & S. Cir., July 16, 1887, Sec. 11; Town-site Cir., July 9, 1886; R. S., 2387.

NOTE.—Judges and Notaries Public can not take Preëmption and Commuted Homestead Proof, except Probate Judges, who are *ex officio* their own clerks, and so certify. Cir. Oct. 27, 1884; Cir. March 20, 1886; 3 L. D. 154.

Preëmptions, Commuted Homesteads, and Final Homesteads.

Act March 3, 1879; Cir. March 20, 1887.

Timber Cultures. Cir. July 12, 1887, Sec. 23.

Desert Entries. Cir. June 28, 1887, Sec. 13.

Town-sites. Cir. July 9, 1886, Sec. 12.

Timber and Stone Entries. Sixty days, (10 weekly insertions)
Cir. July 16, 1887, Sec. 10.

The notice must contain—

(a) Correct description of land sought to be entered, and kind of entry to be made. Act March 3, 1879. (b) Correct names of witnesses and post-office address. Act March 3, 1879. (c) The exact day (not a holiday) when, and (d) the exact place where, proof is to be taken. (e) The officer's name and official designation who is to take proof.

c, d, e, Jacob Semer case, 6 L. D., 345; Lent case, 6 L. D., 110; Sherlock case, 6 L. D., 155.

NOTE.—C, d, e, must be unambiguous and not alternative, as in the Jacob Semer case (6 L. D., 345), viz: "before a Judge or Clerk of Court of Record."

NOTE 2.—All proof must be taken before the same officer: *Provided* pending cases, and those wherein notice of intention to submit proof has been published under a different practice, will not be affected by this requirement.

RULE 4.—OFFICERS AUTHORIZED TO TAKE FINAL PROOF.

In Preëmption and Commuted Homesteads—

Register and Receiver; Clerk of County Court; Clerk of Court of Record. 21 Stat., 169; Cir., March 30, 1886.

In Timber Culture and Desert Entries—

Register and Receiver; Judge, or Clerk of Court of Record. T. C. Cir., July 12, 1887, Sec. 24; Desert Cir., June 28, 1887, Sec. 7.

In Final Homesteads—

Register and Receiver; Judge of Court of Record; Clerk of Court of Record (only) when Judge is absent. This fact must be certified by Clerk. Act March 3, 1877.

In Timber and Stone Entries and Town-sites—

Register and Receiver alone can take the proof. T. & S. Cir., July 16, 1887, Sec. 11; Town-site Cir., July 9, 1886; R. S., 2387.

NOTE.—Judges and Notaries Public can not take Preëmption and Commuted Homestead Proof, except Probate Judges, who are *ex officio* their own clerks, and so certify. Cir., Oct. 27, 1884; Cir., March 30, 1886; 3 L. D., 154.

Judges, Clerks, and Notaries can not take proof in Timber and Stone Entries. Clerks can not take Final Homestead Proof unless Judge is absent, and they so certify.

RULE 5.

Registers and Receivers will approve no case, neither accept payment nor issue final certificate and receipt thereon, until the foregoing requirements are complied with. *Provided*, in exceptional cases of hardship, when non-compliance is no fault of claimant and his good faith appears, and no one protests against the entry, you will withhold certificate and receipt, and forward papers and explanatory affidavits to this office by special letter for instructions.

S. M. STOCKSLAGER,
Commissioner.

Approved:

WM. F. VILAS,

Secretary.

Jan. 1, 1889.

o

CERTIFICATE.

We, the undersigned Register and Receiver, do hereby certify that the foregoing report was made after careful examination, and that the same is correct.

R. M. Keatch Register
A. Sherman, Receiver.

July 6, 1896

I HEREBY CERTIFY that the foregoing testimony was read to the claimant before being subscribed and was sworn to before me this 26 day of June 1896, at my office at

Marionfield, *Cook* County, *Oregon*
W. Douglas

[SEE NOTE BELOW.]

NOTE.—The officer before whom the testimony is taken should call the attention of the witness to the following section of the Revised Statutes, and state to him that it is the purpose of the Government, if it be ascertained that he testifies falsely, to prosecute him to the full extent of the law.

TITLE LXX.—CRIMES.—Chapter 4.

SEC. 5392.—Every person who, having taken an oath before a competent tribunal, officer, or person, in any case in which a law of the United States authorizes an oath to be administered, that he will testify, declare, depose, or certify truly, or that any written testimony, declaration, deposition, or certificate by him subscribed is true, wilfully, and contrary to such oath, states or subscribes any material matter which he does not believe to be true, is guilty of perjury, and shall be punished by a fine of not more than two thousand dollars, and by imprisonment at hard labor, not more than five years, and shall, moreover, thereafter be incapable of giving testimony in any court of the United States until such time as the judgment against him is reversed. (See § 1750.)

(4-369.)

HOMESTEAD PROOF.

LAND OFFICE AT

Original Application No. *13,574*

Final Certificate No. *3827*

Approved: *[Signature]*, Register.
[Signature], Receiver.

FINAL AFFIDAVIT REQUIRED OF HOMESTEAD CLAIMANTS.

SECTION OF THE REVISED STATUTES OF THE UNITED STATES.

I, *William H. Burch*, having made a Homestead entry of the *lots 3, 4, 5 & 6* Section No. *26* in Township No. *27* S of Range No. *11* W, subject to entry at *Roseburg Ore* under section No. 2289 of the Revised Statutes of the United States, do now apply to perfect my claim thereto by virtue of section No. of the Revised Statutes of the United States; and for that purpose do solemnly *swear* that I *the head of a family* and a citizen of the United States; that I have made actual settlement upon and have cultivated and resided upon said land since the *12th* day of *June* 189*6*, to the present time; that no part of said land has been alienated, except as provided in section 2288 of the Revised Statutes, but that I am the sole bona fide owner as an actual settler; that I will bear true allegiance to the Government of the United States; and, further, that I have not heretofore perfected or abandoned an entry made under the homestead laws of the United States, except.

(Sign plainly with full christian name.)

William H. Burch

I, *W. Douglas* of *Cook Co. Oregon*

do hereby certify that the above affidavit was subscribed and sworn to before me this *26* day of *June* 189*6*, at my office *Marionfield*, in *Cook* County, *Oregon*.

W. Douglas

RECEIVED
DEC 31 1896
WATER RESOURCES DEPT.
SALEM, OREGON

HOMESTEAD PROOF—TESTIMONY OF WITNESS.

Charles Heller, being called as witness in support of the Homestead entry of William H Bunch for lots 3, 4, 5 & 6 Sec 26, Tp 27, SR 11 W, testifies as follows:

Question 1.—What is your name, age, and post-office address?

Answer. Charles Heller, age 35 years, Sora, Coos Co. Ore

Ques. 2.—Are you well acquainted with the claimant in this case and the land embraced in his claim?

Ans. Yes

Ques. 3.—Is said tract within the limits of an incorporated town or selected site of a city or town, or used in any way for trade or business?

Ans. No

Ques. 4.—State specifically the character of this land—whether it is timber, prairie, grazing, farming, coal, or mineral land.

Ans. Ordinary agricultural land ~~partly~~ covered with brush and timber

Ques. 5.—When did claimant settle upon the homestead and at what date did he establish actual residence thereon?

Ans. About June 12th 1891, and established his residence at same date

Ques. 6.—Have claimant and family resided continuously on the homestead since first establishing residence thereon? (If settler is unmarried, state the fact.)

Ans. Married. Yes resided continuously thereon except at short intervals

Ques. 7.—For what period or periods has the settler been absent from the land since making settlement, and for what purpose; and if temporarily absent, did claimant's family reside upon and cultivate the land during such absence?

Ans. About Not to exceed four months at any one time making a living, family was absent also at some of the intervals but settler had ~~not~~ employed during such absence making improvements

Ques. 8.—How much of the homestead has the settler cultivated and for how many seasons did he raise crops thereon?

Ans. About ten acres cultivated, and about 30 acres improved and some grass cultivated for five seasons.

Ques. 9.—What improvements are on the land and what is their value?

Ans. House, barn, out buildings, fencing, orchard forty acres of land cleared. Value \$1000.00

Ques. 10.—Are there any indications of coal, salines, or minerals of any kind on the homestead? (If so, describe what they are, and state whether the land is more valuable for agricultural than for mineral purposes).

Ans. Not to my knowledge, More valuable for agricultural purposes

Ques. 11.—Has the claimant mortgaged, sold, or contracted to sell, any portion of said homestead?

Ans. Not that I know of

Ques. 12.—Are you interested in this claim; and do you think the settler has acted in entire good faith in perfecting this entry?

Ans. No. I think he has acted in good faith.

(Sign plainly with full christian name.)

Charles Heller

I HEREBY CERTIFY that the foregoing testimony was read to the witness before being subscribed, and was sworn to before me this 26th day of June 1896, at my office at Marsfield, in Coos County, Oregon.

[SEE NOTE ON FOURTH PAGE.]

W. D. Douglas

(The testimony of witnesses must be taken at the same time and place, and before the same officer as claimant's final affidavit. The answers must be full and complete to each and every question asked, and officers taking testimony will be expected to make no mistakes in dates, description of land, or otherwise.)

HOMESTEAD PROOF—TESTIMONY OF WITNESS.

B. B. Hess, being called as witness in support of the Homestead entry of William H. Benish for Secs. 3, 4, 5, 26, Sec. 26, T. 27, S. R. 11 W., testifies as follows:

Question 1.—What is your name, age, and post-office address?

Answer. B. B. Hess, age 39 years, Sara, Oregon

Ques. 2.—Are you well acquainted with the claimant in this case and the land embraced in his claim?

Ans. Yes.

Ques. 3.—Is said tract within the limits of an incorporated town or selected site of a city or town, or used in any way for trade or business?

Ans. No.

Ques. 4.—State specifically the character of this land—whether it is timber, prairie, grazing, farming, coal, or mineral land.

Ans. Ordinary agricultural land covered with brush and timber

Ques. 5.—When did claimant settle upon the homestead and at what date did he establish actual residence thereon?

Ans. June 12th 1891, established actual residence at that date.

Ques. 6.—Have claimant and family resided continuously on the homestead since first establishing residence thereon? (If settler is unmarried, state the fact.)

Ans. Yes except during short intervals, married

Ques. 7.—For what period or periods has the settler been absent from the land since making settlement, and for what purpose; and if temporarily absent, did claimant's family reside upon and cultivate the land during such absence?

Ans. Absent not to exceed four months at any time making a living, his family were also absent at intervals attending school

Ques. 8.—How much of the homestead has the settler cultivated and for how many seasons did he raise crops thereon?

Ans. Five acres under practical cultivation and 30 acres cleared and sown in tame grass.

Ques. 9.—What improvements are on the land and what is their value?

Ans. House, barn, outbuildings, fencing, orchard, forty acres of land cleared. Value \$1000⁰⁰

Ques. 10.—Are there any indications of coal, salines, or minerals of any kind on the homestead? (If so, describe what they are, and state whether the land is more valuable for agricultural than for mineral purposes)

Ans. No more valuable for agricultural purposes

Ques. 11.—Has the claimant mortgaged, sold, or contracted to sell, any portion of said homestead?

Ans. No.

Ques. 12.—Are you interested in this claim; and do you think the settler has acted in entire good faith in perfecting this entry?

Ans. No I think he has acted in good faith

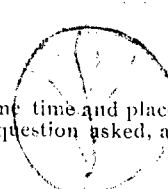
(Sign plainly with full christian name.)

B. B. Hess

I HEREBY CERTIFY that the foregoing testimony was read to the witness before being subscribed, and was sworn to before me this 26th day of June 1896, at my office at Marrfield, in Covos County, Oregon

[SEE NOTE ON FOURTH PAGE.]

W. D. Young



(The testimony of witnesses must be taken at the same time and place, and before the same officer as claimant's final affidavit. The answers must be full and complete to each and every question asked, and officers taking testimony will be expected to make no mistakes in dates, description of land, or otherwise.)

HOMESTEAD PROOF—TESTIMONY OF CLAIMANT.

William H Bunch, being called as a witness in his own behalf in support of homestead entry, No. 7354, for lots 3, 4, 5 & 6, Sec 26, Tp 27, SR 11 W testifies as follows:

Qns. 1.—What is your name, age, and post-office address?

Ans. William H Bunch, age, 40 years, Sars Oregon

Qns. 2.—Are you a native born citizen of the United States, and if so, in what State or Territory were you born?*

Ans. Yes, born in Missouri

Qns. 3.—Are you the identical person who made homestead entry, No. 7354, at the Roseburg Ore land office on the 1st day of Oct 1891 and what is the true description of the land now claimed by you?

Ans. Yes, lots 3, 4, 5 & 6 Sec 26 Tp 27, SR 11 W.

Qns. 4.—When was your house built on the land and when did you establish actual residence therein? (Describe said house and other improvements which you have placed on the land, giving total value thereof.)

Ans. I purchased the house it was on the land when I settled, June 12th 1891. House frame 14x22 ft. L 12x18, barn, size 36x48 ft, ⁱⁿ being about 200 rods, cleared 25 acres of the land, orchard 200 trees, value \$600.00 there are other improvements on the land, which I purchased may are worth \$500.00

Qns. 5.—Of whom does your family consist; and have you and your family resided continuously on the land since first establishing residence thereon? (If unmarried, state the fact.)

Ans. Wife and 4 children. Yes, except absent ~~at~~ some intervals

Qns. 6.—For what period or periods have you been absent from the homestead since making settlement, and for what purpose; and if temporarily absent, did your family reside upon and cultivate the land during such absence?

Ans. Was never absent over 4 months at any one time, ^{making a living} family was absent also attending school at intervals never over 3 months at anyone time. Had a grass living on the land during such absence, employed in making improvements and cultivating land.

Qns. 7.—How much of the land have you cultivated each season and for how many seasons have you raised crops thereon?

Ans. 1st season about 2 acres, 2nd season about 6 acres, 3rd season 7 acres, 4th season about 8^{1/2} acres, 5th season about 10 acres, also 30 acres of land cleared and sown in tame grass

Qns. 8.—Is your present claim within the limits of an incorporated town or selected site of a city or town, or used in any way for trade and business?

Ans. No

Qns. 9.—What is the character of the land? Is it timber, mountainous, prairie, grazing, or ordinary agricultural land? State its kind and quality, and for what purpose it is most valuable.

Ans. Ordinary agricultural land covered with brush and timber, most valuable for agricultural and grazing.

Qns. 10.—Are there any indications of coal, salines, or minerals, of any kind, on the land? (If so, describe what they are, and state whether the land is more valuable for agricultural than for mineral purposes.)

Ans. No. More so valuable for agricultural purposes

Qns. 11.—Have you ever made any other homestead entry? (If so, describe the same.)

Ans. No

Qns. 12.—Have you sold, conveyed, or mortgaged any portion of the land; and if so, to whom and for what purpose?

Ans. No

Qns. 13.—Have you any personal property of any kind elsewhere than on this claim? (If so, describe the same, and state where the same is kept.)

Ans. No

Qns. 14.—Describe by legal subdivisions, or by number, kind of entry, and office where made, any other entry or filing (not mineral.) made by you since August 30, 1890.

Ans. None

(Sign plainly with full christian name.)

William H Bunch

* (In case the party is of foreign birth a certified transcript from the court records of his declaration of intention to become a citizen, or of his naturalization, or a copy thereof, certified by the officer taking this proof, must be filed with the case. Evidence of naturalization is only required in final (five-year) homestead cases.)

RECEIVED
DEC 31 1892
WATER RESOURCES DEPT
SALEM, OREGON

also about 30 acres of land cleared ready to farm.
The total value of improvements on the land, including what was on it when purchased from W.H. Bunch on it and what I have placed thereon would be about \$1000.00

CERTIFICATE AS TO POSTING OF NOTICE.

Land Office at Washburn, Oregon

July 6, 1896

I, R. M. Veatch, Register, do hereby
certify that a notice, a printed copy of which is hereto attached, was
by me posted in a conspicuous place in my office for a period of
thirty days, I having first posted said notice on the 9
day of May, 1896

R. M. Veatch
Register.

State of Oregon)
County of Coos.) ss.

I D. F. Lawrence being first duly sworn, say.
I am foreman of the Coquille BULLETIN; that said Coquille
City BULLETIN is a weekly newspaper published and issued
weekly and regularly at Coquille City, County of Coos, State
of Oregon, and is of general circulation in said County and
State. That the notice, of which the hereunto attached is a
true and correct copy was published in said newspaper for 6
weeks; being published 6 times—the first on the 15 day
of May 1896 the last on the 14 day of June
1896 and that said notice was pulished in the newspaper
proper and not in a supplement, during said period and times
of publication.

D. F. Lawrence

Subscribed and sworn to before me this 26 day
of June 1896

NOTICE FOR PUBLICATION.
Land Office at Roseburg, Oregon.
May 9, 1896.
Notice is hereby given that the following-
named settler has filed notice of his intention
to make final proof in support of his claim,
and that said proof will be made before W.
U. Douglas, U. S. C. Commissioner at Marsh-
field, Oregon, on June 26, 1896, viz:
William H. Bunch, on homestead entry No.
7354, for the lots 3, 4, 5 and 6, of Sec. 26, tp.
27 S., R. 11 West.
He names the following witnesses to prove
his continuous residence upon and cultivation
of said land, viz:
Charles Heller, Homer Shepherd, E. B.
Hess and Milton A. Epperson, all of Dora,
Coos county, Oregon.
15 R. M. VEATCH, Register.

A. J. Sherwood
Notary Public For Oregon.

RECEIVED
DEC 31 1892
WATER RESOURCES DEPT.
SALEM, OREGON

NOTICE FOR PUBLICATION.

"COQUILLE BULLETIN" **Land Office** at Roseburg, Oregon

May 9, 1896, 18

Notice is hereby given that the following-named settler has filed notice of his intention to make final proof in support of his claim, and that said proof will be made before W.U. Douglas, U.S.C.C. Commissioner

at Marshfield, Oregon, *on* June 26, 1896, 18

viz: William H. Bunch on homestead entry No. 7354

for the Lots 3, 4, 5 and 6 of sec. 26, T¹P¹, 27 S., R. II West

He names the following witnesses to prove his continuous residence upon and cultivation of, said land, viz:

Charles Heller, of Bora, Oregon

Homer Shepherd, of " "

B. B. Hess, of " "

Milton A. Epperson, of " "

Any person who desires to protest against the allowance of such proof, or who knows of any substantial reason, under the law and the regulations of the Interior Department, why such proof should not be allowed, will be given an opportunity at the above mentioned time and place to cross-examine the witnesses of said claimant, and to offer evidence in rebuttal of that submitted by claimant.

R. M. Keate
Register.

NOTE.—This notice must also be posted in a conspicuous place in the Land Office for a period of thirty days prior to date of final proof.

545
1023

Land Office at

May 9, 1896

J. William H. Bunch, of Dora, Ore.
who made Homestead Application No. 7354 for the
Lots 3, 4, 5, 6, Sec 26, Tp 27 N. 11 W.

do hereby give notice of my intention to make final proof to establish my
claim to the land above described, and that I expect to prove my residence
and cultivation before W. W. Douglas, U. S. C. Com.
at Marshfield, Ore on June 26, 1896.
by two of the following witnesses:

- Charles Heller, of Dora, Oregon
- Homer Shepherd, of " "
- Blanchard B. Ness, of " "
- Milton A. Epperson, of " "

Signature of Claimant
(Signature of Claimant.)

Land Office at

May 9, 1896

Notice of the above application will be published in the Coquille Bulletin
printed at Coquille, Oregon, which I hereby designate as the
newspaper published nearest the land described in said application.

R. M. Keate
Register.

Notice to Claimant.—Give time and place of proving up and name the title of the officer before whom proof is to be made; also give names and post-office address of four neighbors, two of whom must appear as your witnesses.

W. W. Douglas, U. S. C. Com.

157
153

[4-102 b.]

[To be used in all entries since August 30, 1890.]

AFFIDAVIT.

Land Office at Roseburg, Oregon.

(Date) June 26 1896

I, William N Burch of Clatsop Co Oregon

applying to enter (or file for) a Homestead, do solemnly swear that since August 30, 1890, agricultural in character and not mineral I have not entered under the land laws of the United States, or filed upon, a quantity of land which, with the tracts now applied for, would make more than 320 acres, ~~except~~ for

settled upon by me prior to August 30, 1890. Said settlement was commenced

William N Burch, and my improvements consisted of

Sworn to and subscribed before me this 26th day of June, 1896

W. Douglas

U. S. C. C. Commissioner.

RECEIVED
DEC 31 1992
WATER RESOURCES DEPT.
SALEM, OREGON
SALEM, OREGON

NON-MINERAL AFFIDAVIT.

This affidavit can be sworn to only on personal knowledge, and cannot be made on information and belief.

The non-mineral affidavit accompanying an entry of public land must be made by the party making the entry, and only before the officer taking the other affidavits required of the entryman.

UNITED STATES LAND OFFICE,

Roseburg, Oregon

June 26, 1896

William H Bunch

, being duly sworn according to law, deposes

and says that he is the identical William H Bunch who is an applicant

for Government title to the lots 3, 4, 5 and 6, sec 26, Tp 27,
South, of R. 11. West

that he is well acquainted with the character of said described land, and with each and every legal subdivision thereof, having frequently passed over the same; that his personal knowledge of said land is such as to enable him to testify understandingly with regard thereto; that there is not, to his knowledge, within the limits thereof, any vein or lode of quartz or other rock in place, bearing gold, silver, cinnabar, lead, tin, or copper, or any deposit of coal; that there is not within the limits of said land, to his knowledge, any placer, cement, gravel, or other valuable mineral deposit; that no portion of said land is claimed for mining purposes under the local customs or rules of miners or otherwise; that no portion of said land is worked for mineral during any part of the year by any person or persons; that said land is essentially non-mineral land, and that his application therefor is not made for the purpose of fraudulently obtaining title to mineral land, but with the object of securing said land for agricultural purposes, and that his post-office address is

Sora, Cass Co. Oregon.

William H. Bunch

I HEREBY CERTIFY that the foregoing affidavit was read to affiant in my presence before he signed his name thereto; that said affiant is to me personally known (or has been satisfactorily identified before me by _____

), and that I verily believe him to be a credible person and the person he represents himself to be, and that this affidavit was subscribed and sworn to before me at my office in _____

within the Roseburg land district, on this Twenty sixth day of June, 1896.

W. W. Douglas

NOTE.—The officer before whom the deposition is taken should call the attention of the witness to the following section of the Revised Statutes, and state to him that it is the purpose of the Government, if it be ascertained that he testifies falsely, to prosecute him to the full extent of the law:

REVISED STATUTES OF THE UNITED STATES. TITLE LXX.—CRIMES.—CHAP. 4.

Sec. 5392. Every person who, having taken an oath before a competent tribunal, officer, or person, in any case in which a law of the United States authorizes an oath to be administered, that he will testify, declare, depose, or certify truly, or that any written testimony, declaration, deposition, or certificate by him subscribed is true, willfully and contrary to such oath states or subscribes any material matter which he does not believe to be true, is guilty of perjury, and shall be punished by a fine of not more than two thousand dollars, and by imprisonment, at hard labor, not more than five years, and shall, moreover, thereafter be incapable of giving testimony in any court of the United States until such time as the judgment against him is reversed. (Sec § 1750).

Receiver's Duplicate Receipt No. 735

Application No. 77

HOMESTEAD.

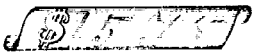
Receiver's Office, *Wascburg, Oregon*

Oct. 12, 1897

Received of *William H. Bunch* the sum
of *Fifteen* dollars *75* cents:

being the amount of fee and compensation of register and receiver for the
entry of *Lot Nos. 3, 4, 5 & 6* of Section *26* in
Township *27* S of Range *11, West*; under
Section 2290, Revised Statutes of the United States.

J. H. Crawford
Receiver.



NOTE.—It is required of the homestead settler that he shall reside upon and cultivate the land embraced in his homestead entry for a period of five years from the time of filing the affidavit, being also the date of entry. An abandonment of the land for more than six months works a forfeiture of the claim. Further, within two years from the expiration of the said five years he must file proof of his actual settlement and cultivation, failing to do which, his entry will be canceled. If the settler does not wish to remain five years on his tract he can, at any time after fourteen months, pay for it with cash or land-warrants, upon making proof of settlement and cultivation from date of filing affidavit to the time of payment.

*Forwarded by Orin Dodge U.S. Commissioner
for Oregon*

SECTION 4

RECEIVED
DEC 31 1992
WATER RESOURCES DEPT.
SALEM, OREGON

September 10, 1992

Betty Nugent
HC 86 Box 97A
Myrtle Point OR 97458

RE: Surface Water Registration

Dear Betty,

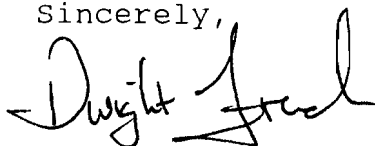
I checked the Government Land Office (G.L.O.) maps for the property description that you gave me yesterday on the phone. I have enclosed copies that I made off microfiche. As you can see, the quality of the copies is not very good. However, it may show what you are looking for.

I have enclosed an extra copy of the page that shows section 26 and wrote on it a few words that you can read on the microfiche reader but can not read on the copies.

If you are interested in getting a better copy, you can try the Bureau of Land Management (B.L.M.) office in Portland. Try Pat Pickens at 280-7001 and ask her about getting a good copy of the Township 27 South, Range 11 West map that was approved by the Surveyor Generals Office on March 22, 1892.

Please do not hesitate to give me a call if you have any questions.

Sincerely,



Dwight French
Adjudication Section

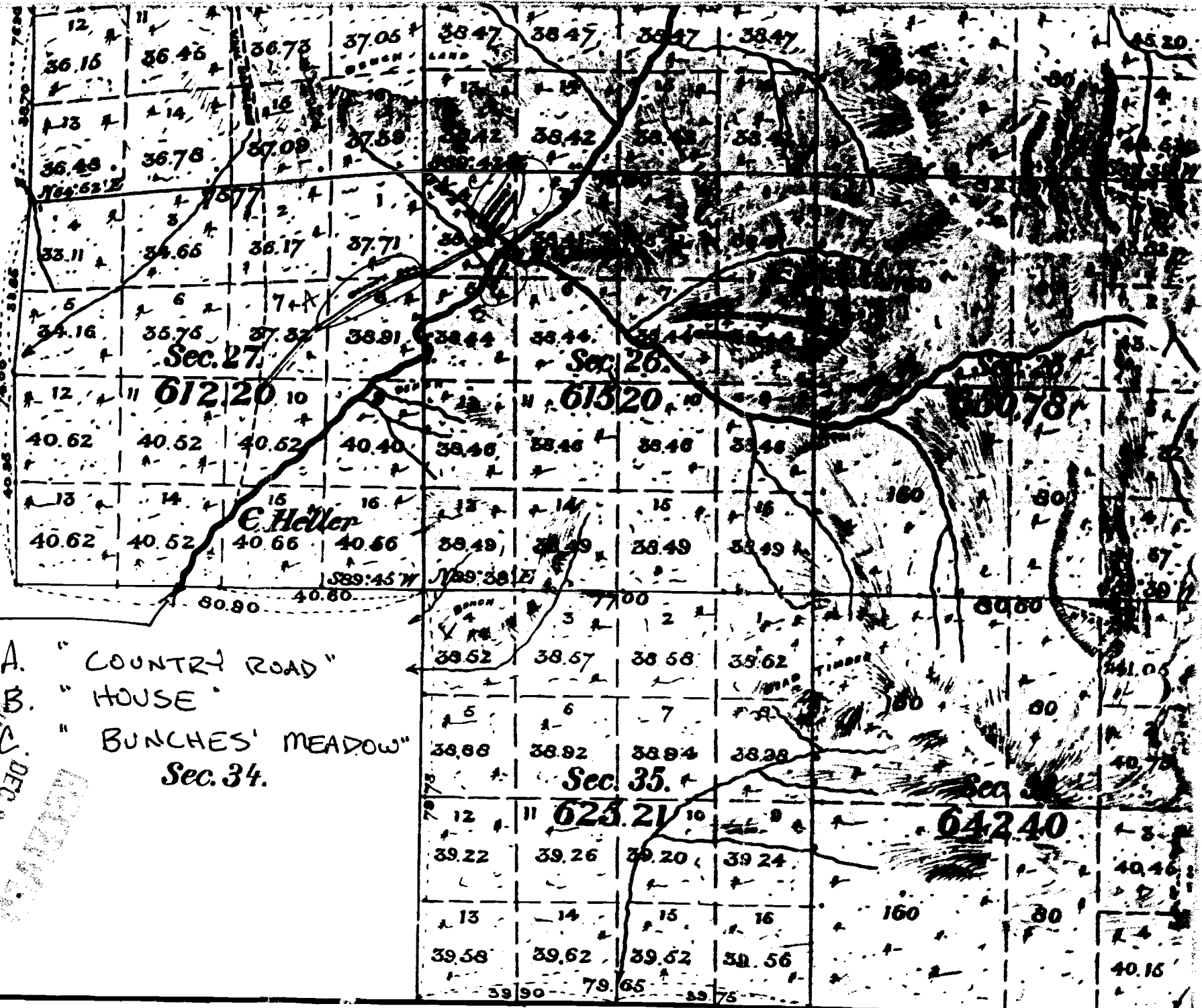
Enclosures

RECEIVED
DEC 31 1992
WATER RESOURCES DEPT.
SALEM, OREGON



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

c. 28.



CHERRY CREEK

- A. "COUNTRY ROAD"
 - B. "HOUSE"
 - C. "BUNCHES' MEADOW"
- Sec. 34.

ec. 33.

DEC 31 1992
 WATER RESOURCES DEPT.
 SALEM, OREGON

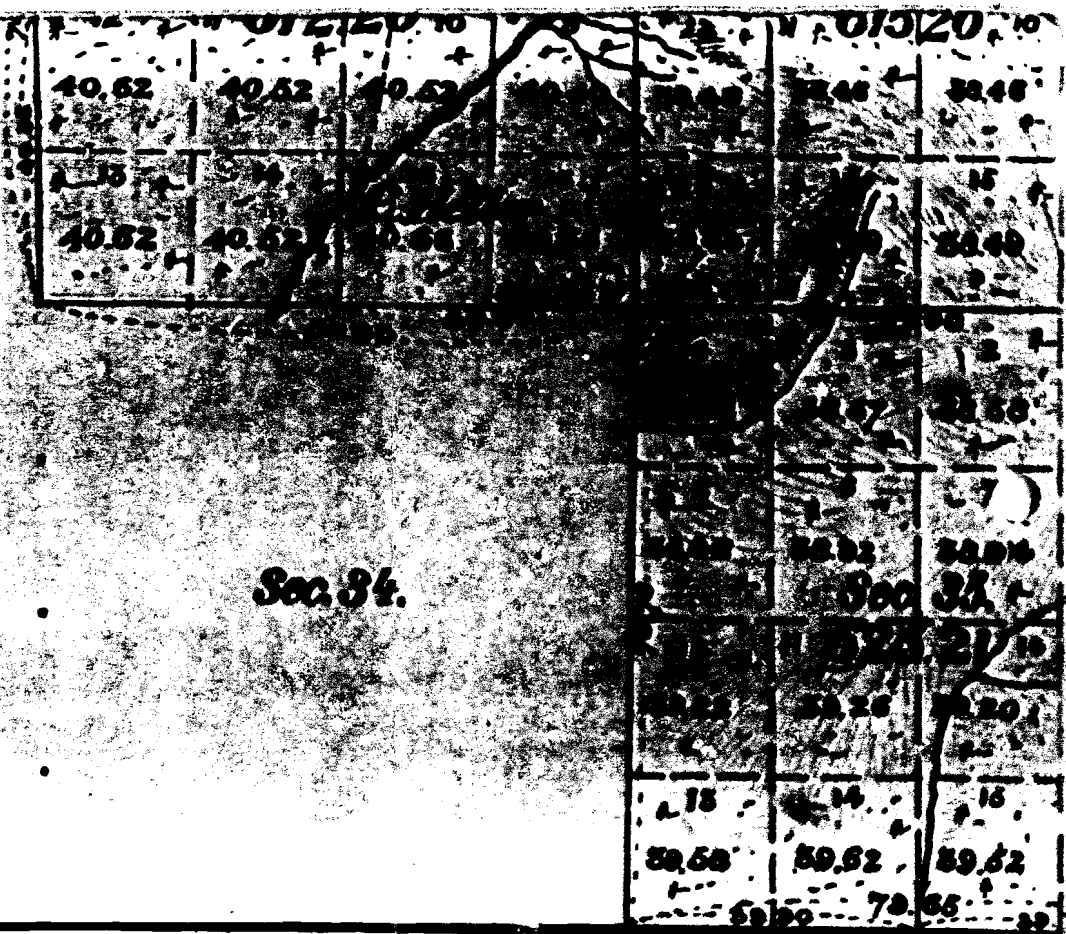
c. 28.



c. 33.

Sec. 34.





Sec. 32.

Sec. 33.

Sec. 34.

o P P P Q q R r

Total number of Acres 7,559.60

of Contract	Amount of Surveys			When Surveyed	Mean Declination
	M.	Ch. ^s	Lk. ^s		
ber 15. 1890	19	68	29	June 13 to July 14 1891	19° 12' 50" E

The above is
 Willamette
 notes of the sur.
 Surveyor
 Portland.

SECTION 5

RECEIVED
DEC 31 1992
WATER RESOURCES DEPT.
SALEM, OREGON

SECTION 5

SYNOPSIS OF LAND OWNERSHIP FROM COOS COUNTY DEED BOOKS

- 6-12-1891 William H. Bunch establishes residency. Purchases existing house, barn. Adds 200 rods fence cleared 25 acres, 200 fruit trees, 30 acres slashed ready to burn.
- 8-24-1892 W.H. Bunch files homestead Affidavit cites improvement as: house, barn, 1000 fruit trees, 60 acres slashed-30 acres of which is in cultivation. Sworn to and suscribed to by Orval Dodge, U.S. Court Commissioner of Oregon. application # 7354
- 7-6-1896 W.H. Bunch receives final certificate #3827 at Roseburg land office for lots 3,4,5,6 sect 26 township: 27s rangellw willamete meridian 153 73/100 acres
- 1-15-1897 Patent granted. Recorded vol. 10a page 145
- 12-29-1902 Recorded at Coquille in deeds vol. 38 pg. 61
- 2-14-1924 W.H. Bunch sells to E.E. Straw. Book 92 pg. 419-420
- 4-18-1924 E.E. Straw mortgages timber of lots 5 to W.H. Bunch. Book 45 pg. 74
- 4-14-1927 E.E. Straw lets Bunch take it back. Book 102 pg. 303
- 4-25-1927 W.H. Bunch and Lizzie Bunch sell to Cecil Dugger Book 102 pg. 463
- 7-20-1928 Bunch deeds timber on lots 4 and 5 to Dugger Book 106 pg. 309
- 11-28-1940 Cecil Dugger makes right of way agreement with Bonnie Walker. Book 138 pg. 601
- 8-26-1941 Bonnie and A.C. Walker assign right of way to Cherry Creek Mill Company. Book 145 pg. 461
- 8-17-1942 Cecil Dugger uses right of way as security for payment due State Industrial Accident Commission Book 144 pg. 78
- 8-12-1946 Cecil Dugger claims place as homestead under Oregon homestead laws. Book 163 pg. 494-495
- 12-19-1957 Cherry Creek Mill releases right of way claim to Opal Dugger. Book 292 pg. 360-361
- 12-26-1957 State Industrial Accident Commission releases right of way to Opal Dugger. Book 262 pg. 362-363
- 12-27-1957 Opal Dugger sells to O.E. Glazebrook and Nora Josephine Glazebrook. book 262 pg. 364-365
- 9-21-64 Glazebrooks sell to Huie D. Knight and Ella Jean Knight. Microfiche # 74 5-100137.
- 5-19-1966 Knights sell to Roy V. Enlund and Marcia Enlund. Microfiche # 74 5-100138
74 5-100139
- 5-1-1969 Marcia C. Enlund sells to Glen E. Rinear and Margaret A. Rinear. Microfiche # 74 4 98467
74 4-98472
- 5-2-1974 Margraet Rinear makes new contract with Marcia Enlund
Microfiche # 74 5-100140

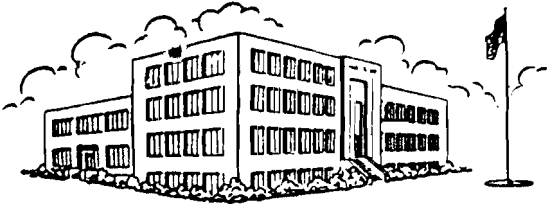
RECEIVED

DEC 31 1992

cont.
WATER RESOURCES DEPT.
SALEM, OREGON

SECTION 6

RECEIVED
DEC 31 1992
WATER RESOURCES DEPT.
SALEM, OREGON



MARY ANN WILSON, COOS COUNTY CLERK, COOS COUNTY COURTHOUSE
COQUILLE, OREGON 97423-1899 (503) 396-3121 ext. 241

Recording ext. 273 Records ext. 214 Elections 301
Accounting ext. 250 Dog licensing ext. 407
Board of Equalization ext. 278 Passports ext. 223

I, MARY ANN WILSON, COOS COUNTY CLERK, HEREBY CERTIFY THAT THE WITHIN ARE COPIES OF THE ORIGINAL RECORD ON FILE IN THE COUNTY CLERK'S OFFICE AND CUSTODY. MORE PARTICULAR VOLUME 38 PAGE 61; VOLUME 45 PAGE 74; VOLUME 92 PAGE 419; VOLUME 93 PAGE 72; VOLUME 102 PAGE 303; VOLUME 102 PAGE 463; VOLUME 106 PAGE 309 AND 310; VOLUME 163 PAGE 494, 495; VOLUME 262 PAGE 360, 362, 363, 364; MICROFILM 74-5-100137, 74-5-100138 AND 100139; 74-5-100140 AND 100141; 74-4-98467 AND 98468 AND 98469 AND 98470 AND 98471 AND 98472.

DATED THIS 18TH DAY OF AUGUST 1992.



Mary Ann Wilson

MARY ANN WILSON, COUNTY CLERK

RECEIVED
DEC 31 1992
WATER RESOURCES DEPT.
SALEM, OREGON

Vol 38/61

KNOW ALL MEN BY THESE PRESENTS, That Daisy Dodge, a single woman, of the County of Coos and State of Oregon, for and in consideration of the sum of Four Hundred Dollars, to her paid, has bargained and sold, and by these presents does bargain, sell and convey unto Frank Stark of Bayfield County, State of Wisconsin, the following described premises, situated in the County of Coos and State of Oregon, to-wit: An undivided one half interest in the West one half of the West One half of Section Fourteen, Township Twenty-eight South of Range Eleven West, Coos County, Oregon, containing one hundred and sixty acres, more or less.

Together with all the tenements, hereditaments and appurtenances thereunto belonging, and also all her estate, right, title and interest in and to the same, including dower and claim of dower.

To Have and to Hold the said premises, unto the said Frank Stark of Bayfield County, Wisconsin, his heirs and assigns forever. And the said Daisy Dodge does hereby covenant to and with Frank Stark his heirs and assigns that she is the owner in fee simple of said premises, that said premises are free from all incumbrances and that she will, and her heirs, executors and administrators shall warrant and defend the same from all lawful claims whatsoever.

In witness Whereof I have hereunto set my hand and seal this 6th day of December, 1902.

Signer, sealed and delivered in the presence of: Daisy Dodge. (seal)

J.S. Miller, E.N. Smith. :

State of Oregon:

County of Coos : SS On this, the 6th day of December, 1902, personally came before me, the undersigned, a Notary Public in and for said County and State, the within named Daisy Dodge, a single woman to me personally known to be the identical person described in and who executed the within instrument, and acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and Official Seal this 6th day of December, 1902.

Recorded December 29, 1902: (seal) E.A. Dodge. Notary public for Oregon.
L.H. Hazard, County Clerk, :
By R.H. Mast, Deputy. :

THE UNITED STATES OF AMERICA:

Homestead Certificate No. 3827:
Application 7354. :

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 William H. Bunch has been established and duly consummated in conformity to law, for the Lots numbered three, four, five and six of Section twenty-six in Township twenty-seven South of Range eleven West of Willamette Meridian in Oregon, containing one hundred and fifty three acres and seventy 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 the said William H. Bunch the tract of land above described: To Have and to Hold the said tract of land, with the appurtenances thereof, unto the said William H. Bunch 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: And there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In Testimony Whereof I, Grover Cleveland, 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 fifteenth day of January, in the year of our Lord one thousand eight hundred and ninety-seven, and of the Independence of the United States the one hundred and twenty-first.

Recorded, Vol. 10A, Page 145: (Seal) By the President: Grover Cleveland, M. McKean, Secretary, L.Q.C. Lamar, Recorder of the General Land Office.
Recorded December 29, 1902:
L.H. Hazard, County Clerk, :
By R.H. Mast, Deputy. :

Street lying between Water Street and
Railroad Avenue in the plat of Millington,
in the County of Coos, State of Oregon.

92
419
pg

The Petition of the Western White Cedar Company, a corporation, for the vacation of all of Railroad Avenue and that portion of School Street lying between Water Street and Railroad Avenue in the plat of Millington, Coos County, State of Oregon, having been filed with the County Clerk herein, more than thirty days previous to this sitting of the County Court, and notice of the pendency of such petition having been posted in three of the most public places of said town, containing description of the property to be vacated, as required by law, and the order of the Court made herein on the 21st day of January, 1924, and proof of said posting having been duly made and filed herein, and this matter regularly coming on to be heard at this time, and no opposition being made to such petition or objection and it seeming to the Court proper that said petition be granted, and the Court being advised in the matter;

NOW THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED, that said petition be granted and that all of Railroad Avenue and that portion of School Street lying between Water Street and Railroad Avenue in the plat of Millington, in the County of Coos, State of Oregon, be and the same is hereby vacated.

Done at Coquille, Oregon, this 5th day of March, 1924.

Recorded March 10, 1924. 8:00 A.M.
I. F. Bunch, County Clerk.

H. H. Mast, County Judge
H. G. Kern
W. W. Gage,
County Commissioners.

26682- KNOW ALL MEN BY THESE PRESENTS, That William H. Bunch, sometimes known as W. H. Bunch and Elizabeth L. Bunch, his wife of Coos County in the State of Oregon, being of lawful age, in consideration of Ten (\$10.00) Dollars, to them paid by Edwin E. Straw of Coos County in the State of Oregon, do hereby grant, bargain, sell and convey unto said Edwin E. Straw his heirs and assigns, all the following bounded and described real property, situated in the County of Coos and State of Oregon.

Lots 3, 4, 5 and 6 of Section 26 in Township 27 South Range 11 West of Willamette Meridian, in Oregon, containing 153.70 acres of land.

TO HAVE AND D HOLD, The above granted premises, with all the rights, easements and appurtenances thereto belonging unto the said Edwin E. Straw, his heirs and assigns forever. And the said grantors do covenant to and with the said grantee his heirs and assigns that they are lawfully seized in fee of the above granted premises; that they are free from all encumbrances, and that they will and their heirs, executors and administrators shall warrant and defend the above granted premises, to the said grantee his heirs and assigns, forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, The grantors above named, hereunto set their hands and seals, this 14th day of February, 1924.

Witness to the execution hereof:
O. C. Sanford, L. E. Hazard.

William H. Bunch (Seal)
Elizabeth L. Bunch (Seal)

\$2.00 Documentary Stamps cancelled. W.F.P. 2/14/24.

State of Oregon,
County of Coos. SS. This Certifies, that on this 14th day of Feb. A. D. 1924, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named William H. Bunch and Elizabeth L. Bunch, his wife, who are known to me to be

identical individuals described in, and who executed the within instrument, and acknowledged to me that they executed the same as their free act and deed, for the uses and purposes therein expressed.

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

Recorded March 10, 1924. 1:20 P.M.
I. F. Bunch, County Clerk.

O. C. Sanford
Notary Public for Oregon.
My commission expires Sept. 30, 1924.
(Notarial Seal)

26683- THIS AGREEMENT, made this 5th day of March, 1924, by and between First National Bank of Coos Bay and John S. Coke, Trustees for E. A. Anderson, and Walter Irons and Rose Irons, the first parties, and Charles L. Nicoud, the second party, WITNESSETH:

That whereas the said Trustees for E. A. Anderson did on the 16th day of October 1923 make and enter into a contract of sale in writing for the hereinafter described real property to and with the said Walter Irons and Rose Irons, wherein the said trustees were to make, execute and deliver to the said Walter Irons and Rose Irons, or their assigns a deed for the hereinafter described premises; and

Whereas, the said Walter Irons and Rose Irons have made and entered into a contract of sale for said real property to and with the second party.

NOW WHEREFORE, In consideration of the sum of seven hundred fifty dollars (\$750.00) and other valuable considerations, the said first parties do hereby grant, bargain sell and convey said hereinafter described real property to the said second party, which said real property is described as follows, to-wit:

The North ten feet of Lot Six, and the South thirty feet of Lot seven of Block Ten in the town of South Marshfield, according to the recorded Plat thereof on file in the office of the County Clerk of said Coos County, Oregon.

Together with the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD unto the said second party, his heirs and assigns.

And the said first parties do hereby covenant and agree to and with the said second party that the said premises are free from all encumbrances, and that they have a good right to convey the same and that they will warrant and defend the said premises against the lawful claims of all persons whomsoever, except that the said Trustees for themselves and on behalf of E. A. Anderson disclaim any liability hereunder, as to the taxes levied thereon for the year 1923, or any claim or lien created, incurred or imposed through the acts or omissions of said Walter Irons and Rose Irons, or either of them.

IN WITNESS WHEREOF, the said first parties have caused this instrument to be executed the 5th day of March, 1924.

Signed and sealed in presence of:
John Ferguson, A.M. Johnson, as to
First National Bank of Coos Bay.
Frances Schmeiderjost, Allan Synon, as to
John S. Coke.
L. Brudieff, W. J. Douglas.

First National Bank of Coos Bay, Trustee
By Ben R. Chandler, Vice President.
(Corporate Seal)
John S. Coke
Trustee
Walter Irons
Rose Irons
(Seal)
(Seal)

\$1.00 Documentary stamps cancelled. Mar 8-1924.

State of Oregon,
County of Coos. SS. BE IT REMEMBERED that on this 6th day of March, 1924, before me, the undersigned, a Notary Public for Oregon, in and for the County of Coos, appeared Ben R. Chandler, to me personally known, who being duly sworn did say that he, the said Ben R. Chandler,

RECEIVED
DEC 31 1992
WATER RESOURCES DEPT.
SALEM, OREGON

Bk 102.
Pg 303

Signed, Sealed and delivered in the presence of us as witnesses
Bernice Foley, J. J. Stanley

Margaret C. Ocheltree)SEAL(
Sam Ocheltree)SEAL(

STATE OF OREGON

County of Coos :SS BE IT REMEMBERED, That on this 13th day of April A. D. 1927 before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named Margaret C. Ocheltree and Sam Ocheltree, her husband 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.

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

Recorded April 14th, 1927. 2:10 P.M.
Robt R. Watson, County Clerk

J. J. Stanley
Notary Public for Oregon
My commission expires Dec. 19, 1927
(Notarial Seal)

35861- KNOW ALL MEN BY THESE PRESENTS, That E. E. Straw, an unmarried man, of Marshfield Coos County, Oregon, in consideration of ten and no/100 Dollars to him paid by W. H. Bunch of McKinley Coos County, Oregon, do hereby remise, release and forever quitclaim unto the said W. H. Bunch, and unto his heirs and assigns all his right, title and interest in and to the following described parcel of real estate, together with the tenements, hereditaments and appurtenances, situate in Coos County State of Oregon, to-wit:

Lots three, four, five and six section 26 Township 27 S.R. 11 Willamette Meridian, Coos County State of Oregon.

The understanding being that the said W. H. Bunch his heirs or assigns shall assume and pay all indebtedness against such heretofore described lands including taxes to this date.

TO HAVE AND TO HOLD the same to the said W. H. Bunch and to his heirs and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 14th day of April A. D. 1927.

Executed in the presence of:
Hugh Barclay, T. J. McGeoghegan

E. E. Straw (SEAL)

STATE OF OREGON

County of Coos :SS BE IT REMEMBERED, That on this 14th day of April A. D. 1927 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named E. E. Straw 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.

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

Recorded April 14th, 1927. 3:15 P.M.
Robt R. Watson, County Clerk

Hugh Barclay
Notary Public for Oregon
My commission expires Jan. 11, 1929
(Notarial Seal)

35862- THIS INDENTURE made and entered into this eleventh day of April 1927 between Zua Hooton and her husband A. O. Hooton of Bridge, Coos County, Oregon, parties of the first part and school District 77, a municipal Corporation of Coos County, Oregon, party of the second part, Witnesseth:

That the parties of the first part in consideration of one dollar to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed and by these presents do bargain, sell and convey

10225- THIS INDENTURE WITNESSETH, That E. E. Straw, a single man for and in consideration of the sum of Six Hundred & no/100 Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, has bargained, sold and conveyed, and by these presents do bargain, sell and convey unto W. H. Bunch the following described premises, to-wit:

Lots 3, 4, 5 and 6, Section 26, Township 27 South of Range 11 West of Willamette Meridian, in Coos County, Oregon,

This is a second mortgage and is subsequent to mortgage dated February 26, 1924 for \$1900.00 to the World War Veterans' State Aid Commission. together with the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining. To have and to hold the same, with the appurtenances, unto the said W. H. Bunch his heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Six Hundred & no/100 Dollars, in accordance with the tenor of one certain instrument of writing, of which the following is a true cop_ to-wit:

\$600.00 April 18, 1924 190-

One Year after date, without grace, I promise to pay to the order of W. H. Bunch Six Hundred & no/100 Dollars, for value received, with interest after date at the rate of 4 per cent. per annum until paid. Interest to be paid at maturity and if not so paid the whole sum of both principal and interest to become immediately due and collectible, at the option of the holder of this note. Principal and interest payable in United States Gold Coin at First National Bank, Coquille and in case suit or action is instituted to collect this note, or any portion thereof, I promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit or action.

Due-----190-- E. E. Straw
No.-----

P.O. address-----
127 I.R. Stamps affixed to original note and cancelled

Now, if the sums of money due upon said instrument shall be paid according to the agreements therein expressed this conveyance shall be void; but in case default shall be made in payment of the principal or interest, as above provided, then the said W. H. Bunch and his legal representatives may sell the premises above described, 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 retain the said principal and interest together with the costs and charges of making such sale, and the overplus, if any there be, pay over to the said E. E. Straw heirs and assigns.

WITNESS my hand and seal this 18th day of April 1924.

Done in presence of;
Mabel Billings, Walter H. Bunch

E. E. Straw (Seal)

STATE OF OREGON,)
County of Coos) SS. On this, the 18th day of April 1924 personally came before me, a Notary Public in and for said County and State, the within named E. E. Straw, a single man to me personally known to be the identical person described in and who executed the foregoing instrument, and who each personally acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein named.

WITNESS my hand and official seal the day and year above written.

Ben S. Fisher
Notary Public for Oregon
My commission expires August 29, 1927.
(Notarial Seal)

Recorded April 19, 1924. 11 A.M.
I. F. Bunch, County Clerk.

Full payment and satisfaction of the within note and mortgage hereby acknowledged this 25 day of April 1927

W. H. Bunch

27031- THIS INDENTURE WITNESSETH, That E. E. Straw, a single man the party of the first part, for the consideration of the sum of Ten & no/100 Dollars to him paid, has bargained and sold, and by these presents do bargain, sell and convey unto W. H. Bunch, the party of the second part, all of the timber standing, lying or being on the following described premises to wit:

Lots 5 and 6, Section 26, Township 27 South, Range 11 West of the Willamette Meridian in Coos County, Oregon.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said W. H. Bunch, his heirs and assigns forever.

And the said E. E. Straw, the party of the first part do hereby covenant to and with the said W. H. Bunch, the party of the second part, his heirs and assigns that he is the owner in fee simple of said premises: that they are free from all incumbrances, and that he will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of April, 1924.

Done in presence of: Mabel Billings, Walter H. Bunch.

E. E. Straw (Seal)

State of Oregon, County of Coos. SS. On this 18th day of April, 1924, personally came before me, a Notary Public in and for said County and State, the within named E. E. Straw, a single man, to me personally known to be the identical person described in and who executed the within instrument, and who each personally acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal this 18th day of April, 1924.

Ben S. Fisher Notary Public for Oregon. My commission expires August 29, 1927. (Notarial Seal)

Recorded April 19, 1924. 11:00 A.M. I. F. Bunch, County Clerk.

27032- THIS INDENTURE Made this 16 day of Sept. A. L. 1921, between G. F. W. Blumenrother unmarried of the County of Coos and State of Oregon, party of the first part, and The City of Bandon, in Coos County, Oregon, a municipal Corporation and body politic organized under the laws of the State of Oregon, party of the second part,

WITNESSETH: That WHEREAS, second party desires to construct, control, repair, set, maintain, operate and re-construct pole lines and set wires thereon for the purpose of conducting electric current therefor, especially for light and power, and commonly known as a transmission line for the purpose of furnishing light and power to the residents or the City of Bandon and other persons or patrons who may desire light, power or electric current, and

WHEREAS second party desires for such purposes to secure certain rights and easements over certain premises belonging to the parties of the first part,

THEREFORE in consideration of the public development and of the sum of One (\$1.00) Dollars, lawful moneys of the United States of America, to me in hand paid by the said party of the second part, receipt of which is hereby acknowledged. I have therefore granted and do by these presents give, grant, bargain and confirm unto the said party of the second part its successors and assigns a right of way to dig for, set, lay, build, construct, operate, maintain and repair wires, poles and necessary equipment as second party may desire, for the purpose of conducting electric current and for such purpose the right to enter into, upon, over and across the following described premises along the most direct and practicable route,

Subscribed and sworn to before me this 20th day of November, 1922.

Recorded May 20th, 1927. 1:40 P.M.
Robt R. Watson, County Clerk

B. J. Smith
Notary Public for Oregon
My commission expires Dec 1, 1924
(Notarial Seal)

Ok 102
Pg 463

36067- KNOW ALL MEN BY THESE PRESENTS, That W. H. Bunch and his wife Lizzie L. Bunch of McKinley County of Coos State of Oregon, in consideration of Ten dollars and other valuable consideration to them paid by Cecil Dugger of McKinley, County of Coos State of Oregon, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said Cecil Dugger his heirs and assigns, all the following bounded and described real property, situated in the County of Coos and State of Oregon;

Lots three, four, five and six of Section twenty-six, township twenty-seven South of Range eleven West of the Willamette Meridian in Coos County, Oregon together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise 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 Cecil Dugger his heirs and assigns forever. And W. H. Bunch and Lizzie L. Bunch grantors above named do covenant to and with Cecil Dugger the above named grantee his 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 a mortgage for the sum of nineteen hundred dollars dated February twenty-sixth 1924 to the World War Veterans State Aid Commission which said mortgage the said Cecil Dugger hereby assumes and agrees to pay 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 the said mortgage hereinbefore mentioned.

IN WITNESS WHEREOF, we the grantors above named, have hereunto set our hands and seals this 25th day of April 1927.

Executed in the presence of
A. J. Sherwood, Maude Porter

W. H. Bunch
Lizzie L. Bunch (SEAL)

STATE OF OREGON
County of Coos :SS BE IT REMEMBERED, That on this 25th day of April A. D. 1927 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named W. H. Bunch and his wife Lizzie Bunch 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.

Recorded May 20th, 1927. 2:30 P.M.
Robt R. Watson, County Clerk

A. J. Sherwood
Notary Public for Oregon
My commission expires July 31, 1928
(Notarial Seal)

36068- THIS INDENTURE, Made this 18th day of May, 1927, between Ira E. Barber and Mattie J. Barber, of Boise, Ada County, Idaho, the parties of the first part, and Philip Meagher, of Marshfield, Coos County, Oregon, the party of the second part, Witnesseth:

That in consideration of Thirty Dollars to first parties by second party in hand paid, the receipt whereof is hereby acknowledged, said parties of the first part have bargained, sold and conveyed, and do by these presents bargain, sell and convey

RECEIVED
DEC 31 1992
WATER RESOURCES DEPT.
SALEM, OREGON

Bk 106
Pg 309

Recorded October 24, 1928, 11:20 A.M.
Robt. R. Watson, County Clerk.

M. W. Skipworth
Notary Public for Oregon
My commission expires April 8, 1929
(Notarial Seal)

38458- KNOW ALL MEN BY THESE PRESENTS, that in pursuance of an order of the Honorable R. H. Mast, County Judge of Coos County, Oregon, made on the 26th day of July, 1928, and recorded in Book 12 at Page 334 thereof of the Probate Records of said County, I was licensed by said Judge to sell at private sale in the manner provided by law, the real estate in said order described; that thereupon I gave notice of the time and place of sale as required by law, and at the time and place therein specified sold the real estate herein-after described at private sale to A. E. Adelsperger, of the County of Coos, State of Oregon, he being the highest bidder therefor; that said sale was on the 20th day of September, 1928, duly reported to said County Judge: and on the 15th day of October, 1928, an order confirming said sale to said purchaser was made by said Judge and entered in Book 12, Page 372 thereof of the Probate Records of said County.

NOW THEREFORE, I, John D. Goss, administrator of the Estate of John H. Price, deceased, in consideration of the premises and the sum of \$376.88 so bid and paid by said A. E. Adelsperger, and by virtue of the power vested in me by said order and proceedings do by these presents grant, sell and convey unto the said A. E. Adelsperger and to his heirs and assigns the real estate described as follows:

An undivided 8/56 interest in lots Two (2) and Three (3) and the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ -SW $\frac{1}{4}$), and the Northwest quarter of the Southeast quarter (NW $\frac{1}{4}$ -SE $\frac{1}{4}$) of Section 33, Township 23 South of Range 10 West of the Willamette Meridian, Coos County, Oregon,

with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining, to have and to hold the same to him, the said A. E. Adelsperger, and to his heirs and assigns forever.

IN WITNESS WHEREOF I have hereunto set my hand this 23 day of October, 1928.

Witnessed by:
M. W. Skipworth, Margaret Stauff

John D. Goss
Administrator of the Estate
of John H. Price, deceased.

STATE OF OREGON)
COUNTY OF COOS) SS. On this 23 day of October, 1928, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John D. Goss, Administrator of the Estate of John H. Price, deceased, personally known to me to be the identical person whose name is subscribed to the foregoing instrument as grantor, and acknowledged the execution thereof to be his voluntary act and deed as said administrator for the purposes therein expressed.

Witness my hand and official seal the day and year above written.

Recorded October 24, 1928, 11:20 A.M.
Robt. R. Watson, County Clerk.

M. W. Skipworth
Notary Public for Oregon
My commission expires April 8,
1929. (Notarial Seal)

38459- THIS INDENTURE WITNESSETH, That we, W. H. Bunch and Elizabeth L. Bunch, Husband and Wife, of the County of Jackson and State of Oregon, for and in consideration of the sum of Three Hundred Dollars to us paid, have bargained, sold and conveyed, and by these presents

RECEIVED
DEC 31 1928
WATER RESOURCES DEPT.
SALEM, OREGON

Lots 3, 4, 5, and 6 of section 26 in township 27 south of range 11 west of

the Willamette Meridian in Coos County Oregon containing 153.7 acres more or less.

Gecil Dugger



STATE OF OREGON ss: BE IT REMEMBERED, that on this 12th day of August 1946, before me the undersigned a notary public in and for said county and state personally appeared the within named Cecil Dugger, who is personally known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that he 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.

J. Arthur Berg
Notary Public for Oregon
My commission expires August 17, 1949
(Notarial Seal)
L. W. Cuddy, County Clerk
Recorded August 14, 1946
4:45 p.m.

26089- FROM ALL MEN BY THESE PRESENTS, that George E. Cording and Vera F. Cording,

husband and wife in consideration of ten and no/100 dollars, to them paid by School

District No. 8, a municipal corporation of Coos County Oregon do hereby grant, bargain, sell

and convey unto said School District No. 8 a municipal corporation of Coos County Oregon

its successors and assigns all the following real property with the tenements, appurtenments

and appurtenances situated in the county of Coos and State of Oregon bounded and described

as follows, to-wit:

A parcel of land situated in the NE 1/4 of the SW 1/4 of section 26, township 27 south of

range 11 west of Willamette Meridian in Coos County Oregon: Beginning at a 3/4 inch pipe

post which is north 37° 15' East distant 92.5 feet from the 1/16 corner in the center of

the SW 1/4 of said section; thence north 17° 13' East 64.0 feet to a 3/4 inch iron rod post

and the south boundary of the Coast Highway; there along the said south boundary of the Coast

Coast Highway south 80° 26' East 95.0 feet; thence along said south boundary of the Coast

Highway south 19° 17' East 102.6 feet to a 3/4 inch pipe post; thence north 77° 52' West

156.0 feet to the place of beginning, containing .247 acres, more or less.

TO HAVE AND TO HOLD the above described and granted premises unto the said School

District No. 8 a municipal corporation of Coos County Oregon its successors and assigns

forever.

And George E. Cording and Vera F. Cording, husband and wife the grantors above named

do covenant to and with the above named grantee its successors 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, and that they will and their heirs, executors and administrators

shall warrant and forever defend the above granted premises, and every part and parcel

thereof against the lawful claims and demands of all persons whomsoever.

Witness our hands and seals this 5th day of August 1946.

Recorded in the presence of:

George E. Cording
Vera F. Cording



\$1.10 documentary stamps cancelled JAB

STATE OF OREGON

County of Coos ss: BE IT REMEMBERED, that on this 9th day of August A.D. 1946 before me

the undersigned a notary public in and for said county and state personally appeared the

within named George E. Cording and Vera F. Cording husband and wife who are known to me to be

the identical individuals described in and who executed the within instrument and acknowledged

Bk 163 pg 494

26087- KNOW ALL MEN BY THESE PRESENTS, That R. L. Carter and Juanita L. Carter, husband and wife of lawful age, in consideration of one hundred and no/100 dollars, to them paid by John Marler and Marie C Marler, husband and wife do hereby remise, release and forever quitclaim unto the said John Marler and Marie C Marler, and unto their heirs and assigns all our rights, title, interest and estate in and to all that parcel of real estate situate in the county of Coos State of Oregon to-wit:

Beginning at the northeast (NE) corner of lot two (2) section thirty (30) township twenty eight (28) south of range fourteen (14) West of the Willamette Meridian; thence south 183 1/3 feet; thence west to the west line of lot two (2) thence northwesterly to the northwest (NW) corner of lot two (2); thence east (E) to the place of beginning, save and except therefrom, 350 feet off of the east (E) end of said premises heretofore conveyed by deed recorded in book 142 on page 47 of record of deeds of said county.

TO HAVE AND TO HOLD the same with all the privileges and appurtenances thereunto belonging unto said John Marler and Marie C Marler, and unto their heirs and assigns forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 24th day of July A.D. 1946.

Signed, sealed and delivered in the presence of _____

R. L. Carter
Juanita L Carter

(Seal)
(Seal)

\$2.25 documentary stamps cancelled DW

STATE OF OREGON
County of Coos :ss THIS CERTIFIES, THAT on this 24th day of July A.D. 1946 before me the undersigned a notary public in and for said county and state personally appeared the within named R. L. Carter and Juanita L Carter 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 above written.

E. C. Roberts
Notary Public for Oregon
My commission expires June 7, 1948
(Notarial Seal)

Recorded August 14, 1946, 2:20 p.m.
L. W. Oddy, County Clerk

26088- KNOW ALL MEN BY THESE PRESENTS, That I, Cecil Dugger, a married man, and being a resident and inhabitant of Coos County Oregon and in actual possession of and residing upon the hereinafter described premises, do hereby claim the hereinafter described premises as a homestead under the general homestead laws of the State of Oregon; that said real property is contiguous; that the same is located in Coos County Oregon and that every and each part thereof is being used by me as my actual abode and that I am the owner thereof; that said real property does not exceed 160 acres, and that the reasonable value of said real property, including buildings erected thereon, does not exceed the sum of \$3,000.00; that I hereby claim said real property to be my homestead under and pursuant to the laws of the State of Oregon in reference thereto, and as exempt property against any attachment, execution or incumbrance except as against liens actually executed by myself; that the real property hereinabove referred to is described as follows, to-wit:

RECORDED
DEC 31 1946
WATER RESOURCES DEPT.
SALEM, OREGON

do grant, bargain, sell and convey unto Cecil Dugger of McKinley Oregon of the County of Coos and State of Oregon, the following described premises situated and being in the County of Coos and State of Oregon, to-wit:

All of the timber standing, lying or being on Lots 5 and 6, Section 26, Township 27 South, Range 11 West of the Willamette Meridian, in Coos County, Oregon.

TO HAVE AND TO HOLD the said premises with their appurtenances, unto the said Cecil Dugger his heirs and assigns forever. And we the said W. H. Bunch and Elizabeth L. Bunch do hereby covenant to and with the said/heirs and assigns, that we are the owners in fee simple of said premises; that said premises are free from incumbrances, and that we will Warrant and Defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 20th day of July, 1928.

Executed in presence of
L. A. Roberts, Mabel A. Roberts

W. H. Bunch (Seal)
Elizabeth L. Bunch (Seal)

STATE OF OREGON,)
County of Jackson,) SS. On this the 20th day of July, 1928, personally came before me, a Notary Public, in and for said County and State, the within named W. H. Bunch and Elizabeth L. Bunch to me personally known to be the identical persons described in and who executed the foregoing conveyance, and they acknowledged to me that they executed the same freely for the uses and purposes therein named.

WITNESS my hand and official seal this, the day and year in this certificate above written.

L. A. Roberts
Notary Public for Oregon.
My commission expires April 20, 1929.
(Notarial Seal)

Recorded October 24, 1928. 1:40 P.M.
Robt. R. Watson, County Clerk.

32460- KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Five Dollars (\$5.00) to it in hand paid, the receipt whereof is hereby acknowledged, The Stout Lumber Company of Oregon, a corporation, does hereby release, surrender, and cancel that certain agreement entered into between it and Andres Anderson of Coos County, Oregon, on the 29th day of April, 1924, and duly recorded in the office of the County Clerk of said Coos County in Book 93 of Deeds on Page 214 thereof, together with all right, title, claim, and interest of the said The Stout Lumber Company of Oregon in, to under or by virtue of the same.

Witnessed by:
S. A. Foss, E. M. Edwards

(Corporate Seal)

THE STOUT LUMBER COMPANY OF OREGON
By W. C. Ribenack, President
By R. T. Bourns, Ass't. Secretary.

STATE OF OREGON :
COUNTY OF COOS : SS. On this 25th day of September, 1925, before me appeared W. C. Ribenack and R. T. Bourns both to me personally known, who being duly sworn, did say that he, the said W. C. Ribenack is the President, and he, the said R. T. Bourns is the Assistant Secretary of The Stout Lumber Company of Oregon, 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 the authority of its Board of Directors and said W. C. Ribenack and R. T. Bourns acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, the day and date first hereinabove written.

Samuel A. Foss
Notary Public in and for said County
and State.
Notary Public for Oregon
My Commission Expires April 19, 1929
(Notarial Seal)

Recorded October 25, 1928. 11:15 A.M.
Robt. R. Watson, County Clerk.



MARY ANN WILSON, COOS COUNTY CLERK, COOS COUNTY COURTHOUSE
COQUILLE, OREGON 97423-1899 (503) 396-3121 ext. 241

Recording ext. 273 Records Research ext. 214
Elections ext. 301 Accounting ext. 250
Passports ext. 223 Dog Licensing ext. 407
Board of Equalization ext. 278

RE: WATER RIGHTS

I HEREBY CERTIFY THAT THE FOLLOWING DOCUMENTS ARE COPIES OF THE ORIGINAL RECORDS ON FILE IN CUSTODY OF THE COOS COUNTY CLERK OFFICE.

VOL	262	PAGE	360
VOL	145	PAGE	461
VOL	144	PAGE	78
VOL	138	PAGE	601

DATED THIS 29th DAY OF Dec 1992

MARY ANN WILSON, COUNTY CLERK

BY M. Bowen
DEPUTY

RECEIVED
DEC 31 1992
WATER RESOURCES DEPT.
SALEM, OREGON

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

Recorded March 24, 1941, 4:50 P. M.
L. W. Oddy, County Clerk

Guy O. Smith
Notary Public for Oregon
My Commission expires Feb. 13" 1944
(Notarial Seal)

64131- KNOW ALL MEN BY THESE PRESENTS, That Ruth Zelma Barklow and Harvey Barklow, her husband in consideration of Ten And No/100 Dollars, to them paid by Coos Buying & Selling Company, a corporation do hereby remise, release and forever QUITCLAIM unto the said Coos Buying & Selling Company, a corporation, and unto its heirs and assigns all their right, title and interest in and to the following described parcel of real estate, together with the tenements, hereditaments and appurtenances, situate in the County of Coos, State of Oregon, to-wit:

Lots 5, 6 and 7 and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, Township 28 South, Range 11 West of the Willamette Meridian, Coos County, Oregon; less parts heretofore sold by deed recorded in Vol 101 of the Deed Records of Coos County, Oregon, at page 233 thereof.--

TO HAVE AND TO HOLD the same to the said Coos Buying & Selling Company a corporation and to its heirs and assigns forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of January A. D. 1941.

Executed in the presence of: _____ Ruth Zelma Barklow) seal(
Harvey Barklow) seal(

STATE OF OREGON
COUNTY OF COOS SS: BE IT REMEMBERED, That on this ___ day of January, A. D. 1941, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Ruth Zelma Barklow and Harvey Barklow, her husband 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 seal the day and year last above written.

Recorded March 24, 1941, 4:50 P. M.
L. W. Oddy, County Clerk

Ann Furman
Notary Public for Oregon
My Commission expires Feb. 13-1942
(Notarial Seal)

38-601
4132-

RIGHT OF WAY AGREEMENT

For Agreement and Assignment affecting this Agreement - See Deed Record 1144 - page 78

THIS AGREEMENT, made and entered into this 28th day of November, 1940, by and between Cecil Dugger and Opal Dugger, his wife, hereinafter called first parties, and Bonnie Walker, hereinafter called second party:

WITNESSETH: That for and in consideration of the sum of Five Hundred and 00/100 Dollars (\$500.00) to them this day in hand paid by the second party, the receipt whereof is hereby acknowledged, and in consideration of the covenants and agreements herein contained to be kept and performed and in consideration of the payments hereinafter set forth to be made by the second party unto the first parties, the said first parties do hereby and by these presents, lease, demise, let and grant unto the second party, his heirs or assigns, a sole

and exclusive right of way for the hauling, trucking or otherwise transporting, lumber, logs, timber or timber products, over and across the following described real property situate in Coos County, Oregon, to-wit:

Northwest quarter of Section 26, Township 27, South of Range 11 West of the Willamette Meridian, Coos County, Oregon.

To have and to hold said right of way and said sole and exclusive right to transport lumber, logs, timber or timber products over the above described premises for a period of Twenty-five (25) years from the date hereof, so long as the terms and conditions of this instrument are complied with and the payments made as hereinafter set forth.

It is agreed that the right of way to be used by the second party shall run approximately as follows, to-wit:

Beginning at the South-west corner of the hereinafter described Millsite in Section 26, T. 27 S.R. 11, W. W. M., Coos County, Oregon; running thence South 65 degrees West 225 feet; thence South 40 degrees West 225 feet; thence South 35 degrees West 225 feet; thence South 40 degrees West 225 feet to the County road, and extending 10 feet on each side of the above described center line.

It is further understood and agreed that the second party shall, on or before the 1st day of December, 1941, and on or before the 1st day of December of each and every year thereafter pay unto the first parties the sum of \$500.00 for each and every year said second party wishes to continue this agreement during the total life thereof; and should second party fail to make any of said payments on or before the due date thereof, this agreement shall become null and void and second party shall have no further rights hereunder.

It is further understood and agreed that should second party wish to build a road over or across any other part of the said Northwest quarter of Section 26, Township 27 South Range 11 West of the Willamette Meridian, he shall first pay the first parties any special damages to the freehold therefor, in addition to the above mentioned payment of \$500.00 per year, and in case the first and second parties hereto cannot agree on the amount of said special damages, then each party hereto shall select one person and the two so selected shall select a third and the decision of the three so selected shall be binding on both parties hereto. It is further distinctly understood that first parties hereto shall not grant a right of way to any other person, persons, firm, co-partnership or corporation, over any of said NW $\frac{1}{4}$ of Section 26, T. 27 S. R. 11, W. W. M. without the written consent of second party, so long as this agreement is in force, it being understood that second party might desire to use any part thereof.

It is understood that the right of way herein described can be used by second party for any and all purposes connected with milling or logging operations, and by his agents, employees or assigns. That second party shall construct and maintain said road. It is further understood and agreed that second party shall have the right to assign this agreement or any part thereof; or that he may allow others to use his road or roads for hire or for compensation, so long as he complies with all the terms hereof.

It is further understood and agreed that second party shall at his own expense construct a fence of at least 6 barbed wires on posts not more than 10 feet apart on each side of said right of way or any other rights of way used across said premises, before he starts using said rights of way.

First parties also grant unto the second party, as a part of the above mentioned \$500.00 yearly payment, the use of the tract of land hereinafter described to be used for a sawmill and mill site, to-wit:

Beginning at the Northeast corner of the Northwest quarter of Section 26, Township 27

South Range 11, west of Willamette Meridian, Coos County, Oregon, running thence West 660 feet; thence South 300 feet; thence East 660 feet; thence North 300 feet to the place of beginning. It being likewise understood and agreed that second party shall be allowed to erect one house thereon for dwelling purposes, but no others.

It is also understood and agreed that first parties shall not grant a millsite on said NW 1/4 of Section 26, 27-11 to any other person, firm, partnership or corporation without the consent of second party; and that second party shall have the right to assign the above described millsite or rent the same, under the same conditions as above mentioned for the right of way.

It is understood and agreed that any and all buildings put on said premises by the second party, his heirs or assigns, immediately become and shall remain a part of the freehold and shall become the property of first parties at the end of or sooner termination of this agreement.

It is agreed that first parties will pay the taxes assessed against said real property before the same is advertised for sale by the County; and should they fail to do so, then second party may pay the same and deduct any amount or amounts so paid from the yearly payments hereinbefore mentioned.

It is understood and agreed that in his milling, logging or trucking operations, the second party shall not interfere with first parties use of the premises, except the described road way and millsite or other roadways agreed upon, and that first parties shall have sole use of the balance of the premises, except that they shall not grant other rights or other mill sites to other persons as above set forth.

Time is of the essence of this agreement and should second party fail to make any of the payments herein provided for on or before the due dates thereof, or fail to perform any of the other terms or conditions hereof, then in that event his rights hereunder shall utterly cease and determine and said property shall revert to first parties as fully and perfectly as if this agreement had never been made, together with the buildings and improvements thereon.

Should second party faithfully make his payments hereunder and faithfully perform the other terms and conditions hereof, he shall have quiet, peaceful and exclusive possession thereof as above set forth.

IN WITNESS WHEREOF, First and Second parties have herunto and to another instrument of like date and tenor set their hands and seals this day of November, 1940.

Witnesses: _____ Cecil Dugger) seal(
Opal Dugger) seal(
First Parties
Bonnie Walker) seal(
Second Party

STATE OF OREGON
COUNTY OF COOS SS: BE IT REMEMBERED, That on this 28 day of November, 1940, before me, a Notary Public in and for said County and State, personally appeared the within named Cecil Dugger and Opal Dugger, his wife, to me known to be the identical persons described in and who acknowledged to me that they executed the same freely and voluntarily.

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

Ann Furman
Notary Public for Oregon
My Comm. Exp. Feb-13-1942
(Notarial Seal)
Recorded March 24, 1941, 4:50 P. M.
L. W. Oddy, County Clerk

64133-

DEED

KNOW ALL MEN BY THESE PRESENTS; That Guy M. Gibson, a widower, of Los Angeles, California, for and in consideration of the sum of One Dollar and other good and valuable

6695- KNOW ALL MEN BY THESE PRESENTS, That we, Bonnie Walker and A. C. Walker, her husband, for and in consideration of the sum of Ten Dollars (\$10.00) to us paid by the Cherry Creek Mill Company, do hereby assign, sell, transfer and set over unto said Cherry Creek Mill Company that certain contract heretofore made and entered into on the 28th day of November, 1940 wherein Cecil Dugger and Opal Dugger, his wife, were the first parties and said Bonnie Walker was the second party which said contract was recorded in the office of the County Clerk of Coos County, on the 24th day of March 1941 in volume 138 of the deed records of Coos County, Oregon, at page 601 thereof, giving and granting to said Cherry Creek Mill Company all and every right which said Bonnie Walker derived by virtue of said contract, subject, however, to all duties imposed on said Bonnie Walker by said Contract.

In Witness Whereof we have hereunto set our hands and seals this 26th day of August, 1941.

Bonnie Walker
A. C. Walker

State of Oregon
County of Coos :ss Be it remembered, That on this 2nd day of April 1943, before me the undersigned County Clerk in and for said County and state personally appeared the within named Bonnie Walker and A. C. Walker, her husband, 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 seal the day and year last above written.

Recorded April 3, 1943, 11:50 A.M.
L. W. Oddy, County Clerk

L. W. Oddy, County Clerk
By G. Vaughan, Deputy
(Official Seal)

The East half (E¹/₂) of Lot number One Hundred Four (104) in the Second (2nd) Addition to the Norway Cemetary, plat of such addition to such cemetary on file and of record in the office of the County Clerk in and for the County of Coos and State of Oregon. together with all tenements, hereditaments and appurtenances thereunto belonging, 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 said premises, unto the said Milton Hammock, his Heirs and Assigns forever. And the said Trustees do hereby convenant to and with the said Milton Hammock, his Heirs and Assigns that they are lawfully seized in fee simple of said premises; that said premises are free from all incumbrances and that they will, and their heirs, executors and administrators shall warrant and forever defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 30th day of April, 1941.

Signed, Sealed and Delivered
in the Presence of:___

A. J. Radabaugh
J. H. McCloskey
E. J. Myers

(Seal)
(Seal)
(Seal)

STATE OF OREGON
COUNTY OF COOS SS: On this, the 30th day of April, 1941, personally came before me, the undersigned, a Notary Public in and for said county and state, the within-named A. J. Radabaugh, J. H. McCloskey and E. J. Myers, as trustees of the Norway Cemetary Association, and on behalf of said association, to me personally known to be the identical persons described in and who executed the within instrument, and acknowledged to me that they on behalf of said association executed the same freely and voluntarily for the uses and purposes therein named.

WITNESS my hand and Notarial Seal this 30th day of April, 1941.

Recorded Oct. 7, 1942, 3:30 P.M.
L. W. Oddy, County Clerk
Grantee's Address: Star Route,
Redmond, Oregon

Dal M. King
Notary Public for Oregon
My commission expires 6/12-1943
(Notarial Seal)

Vol 144/78

5137- I, Cecil Dugger, for and in consideration of the sum of Six Hundred Eighty-Five and Thirty-Seven Hundredths (\$685.37) Dollars, do hereby sell, assign and transfer to the State Industrial Accident Commission of the State of Oregon that portion hereinafter specified of that contract made and executed on November 28, 1940, and recorded in Book 138, Page 601 Deed Records of Coos County, Oregon, as security for the payment of the above sum, which represents one-half of the contributions due the State Industrial Accident Commission on the judgment obtained in Coos County, Oregon, on November 29, 1937, against C. Dewey Byers and Cecil D. Dugger, doing business as Byers & Dugger, with the understanding that there is hereby assigned out of the payments of money to become due me under said contract the following amounts or sums of money: Two Hundred and Fifty (\$250.00) Dollars December 1, 1942, the further sum of Two Hundred and Fifty (\$250.00) Dollars December 1, 1943, and the balance sum of One Hundred Eighty-Five and Thirty-Seven Hundredths (\$185.37) Dollars December 1, 1944.

The said agreement above designated names Bonnie Walker as party of the second

DEC 31 1992
WATER RESOURCES DEPT.
SALEM, OREGON

part, and said assignment is to apply to Bonnie Walker or a person or company to whom the said contract may be assigned by Bonnie Walker or by me.

A copy of this assignment left with the said Bonnie Walker, her heirs or assigns, shall constitute an order upon her to make payments as above provided.

This assignment is made with the understanding and agreement that the acceptance of same by the State Industrial Accident Commission, and upon full payment of the said sum of \$685.37 to said Commission under this assignment or otherwise automatically releases me from any further obligation on the judgment above mentioned.

Dated this 17th day of August, 1942.

Cecil Dugger

STATE OF OREGON

COUNTY OF COOS SS: On this, the 17th day of August, 1942, personally appeared before me, a Notary Public in and for the said County and State, the above named Cecil Dugger, who executed the above assignment and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein named.

WITNESS my hand and Notarial Seal this 17th day of August, 1942.

Recorded Oct. 7, 1942, 4:50 P.M.
L. W. Oddy, County Clerk
Grantee's Address: Salem,
Oregon

E. C. Roberts
Notary Public for Oregon
My commission expires: 6/19/44
(Notarial Seal)

5140- KNOW ALL MEN BY THESE PRESENTS, That William Wilkens and Wilma Wilkens, husband and wife, in consideration of Ten and no/100 (\$10.00) Dollars, to them paid by William W. Wilkens, their son, do hereby grant, bargain, sell and convey unto said William W. Wilkens his 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:

An undivided one-fourth ($\frac{1}{4}$) interest in and to Lots Three (3), Four (4), Five (5), and Six (6), Section Five (5), Township 23 South, Range 11 West of the Willamette Meridian; Lots One (1), Two (2), and Three (3), Section Six (6), Township 23 South, Range 11 West of the Willamette Meridian; and Lots Four (4) and Five (5), Section Six (6), Township 23 South, Range 11 West of the Willamette Meridian; all in Coos County, Oregon.

TO HAVE AND TO HOLD, the above described and granted premises unto the said William W. Wilkens his heirs and assigns forever.

And William Wilkens and Wilma Wilkens the grantors above named do covenant to and with the above named grantee his 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, and that they will and their heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever,

Witness our hands and seals this 8th day of September, 1942.

Executed in the Presence of: _____

Wm. Wilkens)Seal(
Wilma Wilkens)Seal(

STATE OF OREGON

COUNTY OF COOS SS: BE IT REMEMBERED, That on this 8th day of September A. D. 1942 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named William Wilkens and Wilma Wilkens, husband and wife, 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 1992
WATER RESOURCES DEPT.
SALEM, OREGON

CORPORATION QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that CHERRY CREEK MILL COMPANY, a corporation duly organized and incorporated under the laws of the State of Oregon, in consideration of Ten Dollars (\$10.00), to it paid by OPAL DUGGER, does hereby demise, release and forever quitclaim unto Opal Dugger and unto her heirs and assigns all its right, title, and interest in and to the following described parcel of real estate, situated in the County of Coos, State of Oregon, to-wit:

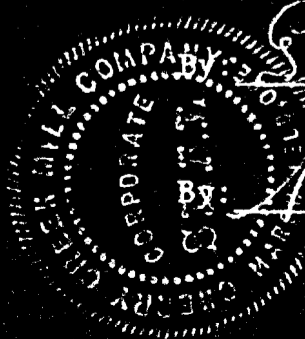
Lots Three (3), Four (4), Five (5) and Six (6), Section Twenty-six (26), Township Twenty-seven (27) South, Range Eleven West of the Willamette Meridian, Coos County, Oregon;

and, in particular, all its right, title and interest in and to that certain right of way agreement recorded in Book 138, Page 601, Deed Records of Coos County, Oregon, and subsequently assigned by instrument recorded in Book 145, Page 461, Deed Records of Coos County, Oregon.

TO HAVE AND TO HOLD it, together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining to said Opal Dugger and to her heirs and assigns forever.

IN WITNESS WHEREOF, Cherry Creek Mill 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 secretary, and its corporate seal to be hereunto affixed this 19th day of December, 1957.

CHERRY CREEK MILL COMPANY



BY: George H. Chavney
President

BY: Katherine Chavney
Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 29th day of December, 1957, before me appeared GEORGE H. CHANEY, to me personally known, who being duly sworn, did say that he, the said George H. Chaney, is the President of the within named Corporation, and 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 George H. Chaney acknowledged said instrument to be the free act and deed of said Corporation.

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

Catherine Larkin
Notary Public for California
My Commission expires: Oct 21, 1960



STATE OF OREGON)
) ss.
COUNTY OF COOS)

On this 28th day of December, 1957, before me appeared Patterson Chaney, to me personally known, who being duly sworn, did say that he, the said Patterson Chaney, is the Secretary of the within named Corporation, and 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 Patterson Chaney acknowledged said instrument to be the free act and deed of said Corporation.

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

Henry A. Smith
Notary Public for Oregon
My Commission expires: May 14, 1958



10085

R E L E A S E

THIS AGREEMENT, Made and entered into this 26th day of December, 1957, between the STATE INDUSTRIAL ACCIDENT COMMISSION of the State of Oregon, hereinafter called "first party", and OPAL DUGGER, widow of Cecil Dugger, hereinafter called "second party", WITNESSETH:

WHEREAS, a certain right of way across the following described premises, to-wit:

Lots Three (3), Four (4), Five (5) and Six (6), Section Twenty-six (26), Township Twenty-seven (27) South, Range Eleven (11) West of the Willamette Meridian, Coos County, State of Oregon,

was heretofore conveyed to Bonnie Walker by the said Cecil Dugger et ux, by instrument recorded in Book 138, Page 601, Deed Records of Coos County, Oregon; and

WHEREAS, said Cecil Dugger, by instrument recorded in Book 144, Page 78, Deed Records of Coos County, Oregon, assigned his interest in said right of way to the State Industrial Accident Commission of Oregon to secure the payment of \$685.37; and

WHEREAS, the said sum of \$685.37 has been paid to the State Industrial Accident Commission, who now desires to release its interest in said right of way agreement, NOW, THEREFORE, the premises considered and in consideration of the sum of One Dollar (\$1.00) paid by second party to first party, the receipt of which is hereby acknowledged, first party does hereby bargain, sell, convey and release all of its right, title and interest in and to the right of way agreement above-mentioned and the land above-described unto Opal Dugger.

IN WITNESS WHEREOF, first party has caused this agreement to be signed and its seal affixed thereto, all on the day and year above written.

STATE INDUSTRIAL ACCIDENT COMMISSION
of the State of Oregon

By:


Assistant Commissioner

STATE OF OREGON)
COUNTY OF MARION) ss.

I, H. E. OSBORN, being first duly sworn, on oath depose and say, that I am the Assistant Commissioner of the Oregon State Industrial Accident Commission; that I am familiar with the above Release; that I have authority to execute said Release; and that the matters set forth herein are true.

H. E. Osborn

Subscribed and sworn to before me this 26th day of December, 1957.

Louis J. Schradick
Notary Public for Oregon
My Commission expires: April 26, 1961

RECORDED DEC 30 1957 AT 12:30 P.M.
GEORGIANNA VAUGHAN, COUNTY CLERK

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That I, OPAL DUGGER, a widow and unmarried, grantor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration not herein mentioned, to me paid by O. E. GLAZEBROOK and NORA JOSEPHINE GLAZEBROOK husband and wife, grantees, do hereby grant, bargain, sell, and convey unto the said grantees, as tenants by the entirety, their heirs and assigns, all the following described real property, with the tenements, hereditaments and appurtenances, situated in the County of Coos, State of Oregon, to-wit:

Lots Three (3), Four (4), Five (5) and Six (6), Section Twenty-six (26), Township Twenty-seven (27) South, Range Eleven (11) West of the Willamette Meridian, in Coos County, Oregon.

TO HAVE AND TO HOLD the above-described and granted premises unto the said grantees, their heirs and assigns forever.

And I, the grantor, covenant that I am lawfully seized in fee simple of the above-granted premises; that the above-granted premises are free from all encumbrances; and that I will and my heirs, executors and administrators, shall warrant and forever defend the above-granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever;

WITNESS my hand and seal this 27th day of December, 19 57.

Opal Dugger (SEAL)

STATE OF OREGON)
) ss.
COUNTY OF COOS)

On this 27th day of December, 1957,
before me, the undersigned, a Notary Public in and for said
County and State, personally appeared the within-named OPAL
DUGGER 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 volun-
tarily.

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



A. Slack

Notary Public for Oregon
My Commission expires: May 15, 1958

RECORDED _____ DEC 30 1957 _____ AT _____ P.M.
GEORGIANNA VAUGHAN, COUNTY CLERK

74 5-100137

KNOW ALL MEN BY THESE PRESENTS, That O. E. GLAZEBROOK and NORA JOSEPHINE GLAZEBROOK, husband and wife,

hereinafter called the grantor, in consideration of TEN AND NO/100 (\$10.00) Dollars,

to grantor paid by HUIE D. KNIGHT and ELLA JEAN KNIGHT, husband and wife, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the State of Oregon and the county therein named below, described as follows, to-wit:

Lots 3, 5, 6 and that portion of Lot 4 lying south of the center line of the easement acquired by United States of America in Book 300, Page 45, Deed Records of Coos County, Oregon, all in Section 26, Township 27 South, Range 11 West of the Willamette Meridian, Coos County, Oregon, said center line being described as follows: Beginning at a point 782.5 feet South and 62.4 feet West of the section corner common to Sections 22, 23, 26 and 27 of said Township and Range; thence North 11° 37' East 109.5 feet; thence along the arc of a 12° curve to the right through a central angle of 31° 43' for a distance of 264.3 feet; thence North 43° 20' East 157.1 feet; thence along an arc of an 18° curve to the right through a central angle of 41° 15' for a distance of 229.2 feet; thence North 84° 35' East 195.2 feet; thence along the arc of a 15° curve to the left through a central angle of 41° 29' for a distance of 276.5 feet; thence North 43° 06' East 184.5 feet to a point which is 42 feet North and 953.1 feet East of the section corner common to said Sections 22, 23, 26 and 27.

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

And said grantor hereby covenants to and with said grantee and grantee's heirs and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except easement acquired by United States of America in Book 300, Page 45, Deed Records of Coos County, Oregon,

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, except the above mentioned easement, 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 September, 1964.

RECEIVED (SEAL) DEC 31 1992 (SEAL) WATER RESOURCES DEPT. (SEAL) SALEM, OREGON (SEAL)

1085 93 490) STATE OF OREGON, County of Coos) ss. September, 19 64

Personally appeared the above named O. E. Glazebrook and Nora Josephine Glazebrook, husband and wife and acknowledged the foregoing instrument to be their voluntary act and deed

Before me: Notary Public for Oregon My commission expires

(SEAL)

WARRANTY DEED

O. E. GLAZEBROOK, et ux

TO

HUIE D. KNIGHT, et ux

AFTER RECORDING RETURN TO

RECORDED BY



Coos County Branch

74 5-100137

State of Oregon County of Coos

I hereby certify that the within instrument was filed for record

MAY 24 3 25 PM '74

Recorded in Book of Record Microfilm Reel No.

of said County. WITNESS my hand and Seal of County

affixed. F. Crabtree, Coos County Clerk By Deputy

Return to

Fee

No.

633

74 5-100138

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That HUIE D. KNIGHT and ELLA JEAN KNIGHT, husband and wife, hereinafter known as the Grantors, in consideration of Ten Dollars (\$10) and other valuable consideration to them paid by POY V. ENLUND and MARCIA ENLUND, husband and wife, hereinafter known as the Grantees, do hereby sell, grant, and convey unto the said Grantees, their heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Coos, State of Oregon, bounded and described as follows, to-wit:



Lots Three (3), Five (5), Six (6), and that portion of Lot Four (4) lying South of the center line of the easement acquired by United States of America in Book 300, Page 45, Deed Records of Coos County, Oregon, all in Section Twenty-six (26), Township Twenty-seven (27) South, Range Eleven (11) West of the Willamette Meridian, Coos County, Oregon, said center line being described as follows: Beginning at a point 782.5 feet South and 62.4 feet West of the Section corner common to Sections Twenty-two (22), Twenty-three (23), Twenty-six (26) and Twenty-seven (27) of said Township and Range; thence North 11° 37' East 109.5 feet; thence along the arc of a 12° curve to the right through a central angle of 31° 43' for a distance of 264.3 feet; thence North 43° 20' East 157.1 feet; thence along an arc of an 18° curve to the right through a central angle of 41° 15' for a distance of 229.2 feet; thence North 84° 35' East 195.2 feet; thence along the arc of a 15° curve to the left through a central angle of 41° 29' for a distance of 276.5 feet; thence North 43° 06' East 184.5 feet to a point which is 42 feet North and 953.1 feet East of the Section corner common to said Sections Twenty-two (22), Twenty-three (23), Twenty-six (26), and Twenty-seven (27).

TO HAVE AND TO HOLD the above described and granted premises unto the said Grantees, their heirs and assigns, forever as tenants by the entirety with the right of survivorship between them.

And the Grantors above named do covenant to and with the above named Grantees, their heirs and assigns, that they are lawfully seised in fee simple of the above granted premises; that the above granted premises are free from all encumbrances, except the following:

- (1) Perpetual exclusive easement including the terms and provisions thereof, set forth

Warranty Deed - 1.

DEC 31 1992
WATER RESOURCES DEPT.
SALEM, OREGON

74 5-100139

in that certain Declaration of taking filed by United States of America vs. O. L. Glazebrook, et al, recorded March 2, 1963, in Deed Book 300, Page 45, Records of Coos County, Oregon;

(2) Existing easements for public roads and public utilities as shown in Judgment on Declaration of Taking, recorded March 22, 1963, in Deed Book 300, Page 45, Records of Coos County, Oregon;

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

WITNESS our hands and seals this 19 day of May, 1966.

Hue D. Knight (SEAL)
Ellen Jean Knight (SEAL)

STATE OF OREGON,)
) ss.
County of Coos.)
May 19, 1966.

Personally appeared Hue D. Knight and Ellen Jean Knight, husband and wife, and acknowledged that they executed the foregoing instrument freely and voluntarily.

Before me:

Orin K. Chamber
Notary Public for Oregon
My commission expires: 12-3-67



74 5-100139 /
State of Oregon
County of Coos
I hereby certify that the within instrument
was recorded for 3251H 74

and recorded in Book of Records
Microfilm Rec. No.
of said County
WITNESS my hand and Seal of County
affixed.
Fay E. Crabtree, Coos County Clerk
By _____ Deputy
Return to _____
Fee _____

EX-100-1000
DEC 31 1992
WATER RESOURCES DEPT.
SALEM, OREGON

74 A- 98-167

REAL ESTATE CONTRACT

THIS AGREEMENT, made this 1st day of May, 1969,
between MARCIA C. ENLUND, surviving spouse of Roy V. Enlund,
deceased, not remarried, hereinafter known as the Seller, and
GLEN E. RINEAR and MARGARET A. RINEAR, husband and wife,
hereinafter known as the Buyers,

W I T N E S S E T H :

In consideration of the payments called for herein,
the Seller agrees to sell, and the Buyers agree to purchase,
on the terms and conditions set out, all the following described
real property, together with the tenements, hereditaments, and
appurtenances thereto belonging, or in anywise appertaining,
situated in the County of Coos, State of Oregon, to-wit:

Lots 3, 5, 6, and that portion of Lot 4 lying South
of the center line of the easement acquired by
United States of America in Book 300, Page 45,
Deed Records of Coos County, Oregon, all in Section
26, Township 27 South, Range 11 West of the Willamette
Meridian, Coos County, Oregon, said center line being
described as follows: Beginning at a point 782.5
feet South and 62.4 feet West of the section corner
common to Sections 22, 23, 26, and 27 of said Township
and Range; thence North 11° 37' East 109.5 feet;
thence along the arc of a 12° curve to the right
through a central angle of 31° 43' for a distance of
264.3 feet; thence North 43° 20' East 157.1 feet;
thence along an arc of an 18° curve to the right through
a central angle of 41° 15' for a distance of 229.2 feet;
thence North 84° 35' East 195.2 feet; thence along the
arc of a 15° curve to the left through a central angle
of 41° 29' for a distance of 276.5 feet; thence North
43° 06' East 184.5 feet to a point which is 42 feet
North and 953.1 feet East of the Section corner
common to said Sections 22, 23, 26, and 27.

SUBJECT TO: Access Road Agreement between Glazebrook
and Enlund and the Department of Interior, Bureau of
Land Management, pursuant to Instrument No. 68-3-26654,
records of Coos County, Oregon.

SUBJECT ALSO to conditions, restrictions, and easements
of record.

PURCHASE PRICE. The full purchase price of the above

McNUTT, GANT & ORMSBEE
ATTORNEYS AT LAW
288 NORTH 3RD
COOS BAY, OREGON

Real Estate Contract - 1.

RECORDED
DEC 31 1992
WATER RESOURCES DEPT
SPRINGFIELD, OREGON

described real property is Thirty-five Thousand and No/100 Dollars (\$35,000.00), which the Buyers jointly and severally agree to pay the Seller as follows:

(1) Upon execution of this instrument, the sum of Five Hundred and No/100 Dollars (\$500.00), receipt of which is acknowledged by Seller.

(2) The balance in the sum of Thirty-four Thousand Five Hundred and No/100 Dollars (\$34,500.00), plus interest at the rate of seven (7) percent per annum from May 1, 1969, shall be paid in monthly installments of not less than Two Hundred and No/100 Dollars (\$200.00) per month, including accrued interest. The first payment shall be made on or before the 1st day of June, 1969, and a like payment to be made on or before the 1st day of each calendar month thereafter until October 1, 1969, at which time the monthly payments herein shall increase to Three Hundred and No/100 Dollars (\$300.00) per month, including accrued interest, with a like payment to be made on the 1st day of each calendar month thereafter until the whole sum, principal and interest, has been paid:

(3) The payments provided for upon the purchase price are minimum payments only. Additional payments may be made at any time or the entire balance may be paid, all without any penalty.

VENDEES INTEREST. The Buyers agree that they hold their interest in the above described real property, which they are acquiring, as tenants by the entirety with the right of survivorship between them.

TAXES AND LIENS. From and after July 1, 1969, the Buyers shall assume and pay all property taxes assessed against the described property promptly before delinquency. The Buyers shall not allow any liens to attach to the described property and if any liens should attach, the Buyers shall promptly discharge the same. In the event that Buyers fail to pay any

insurance premiums, taxes, liens, or other encumbrances, the Seller may treat said failure as a default or may make such payment, which the Buyers shall immediately repay to Seller with interest at the rate of eight percent per annum.

INSURANCE. From and after the date of contract, the Buyers shall keep the buildings situated on the premises insured for loss by fire with an extended standard coverage endorsement in at least the sum of Ten Thousand Dollars (\$10,000.00); and Buyers shall cause said fire insurance policy to be endorsed so that loss, if any, shall be payable to Seller as her interest appears. The said fire insurance policy shall be purchased from a company satisfactory to Seller.

ADDITIONAL IMPROVEMENTS. All improvements affixed to the real property shall remain thereon and become a part of the security for the Buyers' performance.

MAINTENANCE. The premises and buildings thereon shall be maintained by the Buyers in as good condition as when received, except for depreciation due to normal wear and tear. The Buyers shall keep the buildings repaired and keep the buildings in a tenable condition.

EXISTING CONTRACT. It is understood and agreed that the Seller is purchasing the property described under an Assignment of Contract dated September 21, 1964, wherein O. E. Glazebrook and Nora Josephine Glazebrook, husband and wife, are the Sellers, and Hsie D. Knight and Ella Jean Knight, husband and wife, are the Buyers, and an assignment of that contract by Hsie D. Knight and Ella Jean Knight, husband and wife, dated May 19, 1966, to Roy V. Enlund and Marcia C. Enlund; and that the Seller covenants that she will be in position to convey title free and clear of any and all interest of Knights and Glazebrooks at the time this contract is paid in full.

CONVEYANCE AND TITLE INSURANCE. When the Buyers have made payment in full to the Seller, the Seller shall convey to the Buyers by good and sufficient warranty deed the above described real property, and shall furnish the Buyers an owners' policy of title insurance in the amount of the purchase price for said real property, insuring the Buyers of the fee simple title in said real property, subject to the usual printed exceptions, any liens which it is the Buyers' duty to discharge, the Access Road Agreement above described, and conditions, restrictions, and easements of record.

ASSIGNMENT. The Buyers shall not assign their interest in this contract or the property described without the written consent of the Seller; and any attempt to do so without such consent shall constitute a default by the Buyers. Seller shall not unreasonably withhold such consent if the assignees are financially responsible, and shall not make any charge for giving the assignment.

POSSESSION. The Buyers are now in possession of the above described real property, and shall retain possession so long as said Buyers do not default under the terms of this contract.

WASTE OR STRIP. The Buyers shall not commit or allow waste or strip to be committed upon said premises.

DEFAULT. In the event Buyers shall default in any one of the covenants, terms or conditions hereof, or shall fail to make any payment called for promptly, time of payment being of the essence of this contract, the Seller, her heirs and assigns, shall have, at her option, providing Seller has given ten (10) days' written notice of the default to Buyers, and the Buyers have not within said ten (10) days corrected the default, any one or more of all the following rights, powers, and remedies:

- (1) To declare this agreement to be null and void,
- (2) To declare the whole unpaid balance of said

purchase price, with interest thereon, at once due and payable:
and/or

(3) To foreclose by strict foreclosure in equity; and/or

(4) To exercise any and all of the rights and remedies
now provided, or which may hereafter be provided, by law.

In any such cases, all the right and interest hereby
created or then existing in favor of the Buyers derived under this
agreement shall utterly cease and determine; and the real property
above described shall revert to and re-vest in the Seller without
any declaration of forfeiture or act of re-entry; or without any
other act by the Seller to be performed, and without any right
of the Buyers of reclamation or compensation for money paid, or
for improvements made, as absolutely, fully, and perfectly as if
this agreement had never been made.

WAIVER OF DEFAULT. Waiver by the Seller of a default
shall not constitute a waiver of any subsequent default.

BENEFITS. The obligations and benefits under this
contract shall adhere to and bind the successors, heirs, admini-
strators, and assigns of the Seller.

INTEGRATED WRITING. All the terms of this agreement
are contained in this writing. The Buyers have inspected the
property and accept it in its present condition. The Buyers
have not relied upon the representations of the Seller, or her
agents, except as set out in this instrument.

ATTORNEY'S FEES. In the event that suit or action is
instituted to enforce any of the provisions of this instrument,
the prevailing party will be entitled to such additional sum as

Real Estate Contract -5.

RECEIVED
DEC 31 1992
WATER RESOURCES DEPT.
SALEM, OREGON

74 4- 98472

the Court may adjudge reasonable as attorney's fees in any trial or appellate court.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the day and year first above written.

Marcia C. Emery (SEAL)
SELLER

Sam Rinear (SEAL)

Margaret A. Rinear (SEAL)
BUYERS

STATE OF OREGON)
) ss.
County of Coos)

DATED: April 11, 1974.

Personally appeared the above named MARGARET A. RINEAR, now MARGARET A. PEARSON, and acknowledged the foregoing instrument to be her voluntary act and deed.

BEFORE ME:



Charlene Martin
Notary Public for Oregon
My Commission Expires: 1-14-78

Send all inf statements to
MARGARET A PEARSON
Rt 97A Mc KINLEY RT
MYRTLE POINT ORE
97458

74-4-98467-72
State of Oregon
County of Coos
I hereby certify that the within instrument was filed for record
L372

and recorded in Book of Records
Microfilm Reel No.
74-4-98467-72
of said County.
WITNESS my hand and Seal of County
affixed.

Fay F. Crabtree, Coos County Clerk
By: [Signature] Deputy

Return to

Fee 12.00

Real Estate Contract -6.

74 5-100140

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That MARCIA C. ENLUND, hereinafter known as the Grantor, does hereby sell, grant, and convey unto MARGARET A. PEARSON formerly MARGARET A. RINEAR [REDACTED], hereinafter known as the Grantee, her heirs and assigns, all the following real property, with the tenements, hereditaments, and appurtenances, situated in the County of Coos, State of Oregon, bounded and described as follows, to-wit:

Lots 3, 5, 6, and that portion of Lot 4 lying South of the center line of the easement acquired by United States of America in Book 300, Page 45, Deed Records of Coos County, Oregon, all in Section 26, Township 27 South, Range 11 West of the Willamette Meridian, Coos County, Oregon, said center line being described as follows: Beginning at a point 782.5 feet South and 62.4 feet West of the section corner common to Sections 22, 23, 26 and 27 of said Township and Range; thence North 11° 37' East 109.5 feet; thence along the arc of a 12° curve to the right through a central angle of 31° 43' for a distance of 264.3 feet; thence North 43° 20' East 157.1 feet; thence along an arc of an 18° curve to the right through a central angle of 41° 15' for a distance of 229.2 feet; thence North 84° 35' East 195.2 feet; thence along the arc of a 15° curve to the left through a central angle of 41° 29' for a distance of 276.5 feet; thence North 43° 06' East 184.5 feet to a point which is 42 feet North and 953.1 feet East of the section corner common to said Sections 22, 23, 26, and 27.

TO HAVE AND TO HOLD the above described and granted premises unto the said Grantee, her heirs and assigns, forever.

The Grantor above named does covenant to and with the above named Grantee, her heirs and assigns, that she is lawfully seised in fee simple of the above granted premises; that the above granted premises are free from all encumbrances, except:

- (1) Easement acquired by United States of America in Book 300, Page 45, Deed Records of Coos County, Oregon;
- (2) Rights of the public in streets, roads and highways;
- (3) Access Road Agreement between Glazebrook and Enlund and the Department of Interior, Bureau of Land Management pursuant to Instrument No. 68-3-26654, Records of Coos County, Oregon;
- (4) Financing Statement, including the terms and provisions thereof, between Glen E. Rinear and Margaret A. Rinear, husband and wife, and Southern Oregon Production Credit Association filed for record November 17, 1969, Filing No. G-378, affecting crops;
- (5) Financing Statement, including the terms and provisions thereof, between Margaret E. Rinear and Southern Oregon Production Credit Association, filed for record December 15, 1970, Filing No. H-567, affecting crops;

MCMUTT, GANT, ORMSBEE & GARDNER
ATTORNEYS AT LAW
488 SOUTH 4TH STREET
COOS BAY, OREGON 97420

Warranty Deed - 1.

RECORDED
DEC 31 1992
RECORDS DEPT.
SEASIDE, OREGON

74 5-100141

(6) Any further liens and encumbrances which it was grantee's duty to discharge subsequent to May 1, 1969;

and that Grantor will, and her heirs and personal representatives 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.

The true and actual consideration for this deed is \$35,000.00.

Tax statements should be mailed to Margaret Pearson, Box 97A, McKinley Route, Myrtle Point, Oregon 97458.

WITNESS my hand and seal this 2 day of May, 1974.

Marcia C. Enlund (SEAL)

STATE OF OREGON, |
 | ss.
County of Coos. |

Personally appeared the above named Marcia C. Enlund, and acknowledged that she executed the foregoing instrument freely and voluntarily.

Before me:

James M. W. [Signature]
Notary Public for Oregon
My Commission Expires: 12-31-77

74 5-100140
State of Oregon ss.
County of Coos
I hereby certify that the within instrument was filed for record
MAY 24 3 26 PM '74

RECORDED BY



Coos County Clerk

and recorded in Book of Records

Microfilm Reel No.

of said County

WITNESS my hand and Seal of County affixed.

Fay F. Crabtree, Coos County, Clerk

By [Signature] Deputy

Return to

Fee

Warranty Deed - 2.

COOS BAY I

APR 13 1976

76 4 5651

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That MARGARET A. PEARSON, grantor for the consideration hereinafter stated and to her paid by ROBERT D. MCCOY, Jr. grantee, does hereby grant, sell and convey to grantee, his heirs and assigns, all the following real property, situate in Coos County, Oregon, described as follows, to-wit:

Beginning at a point on the West boundary of Section Twenty-six (26), Township Twenty-seven (27) South, Range Eleven (11) West of the Willamette Meridian, Coos County, Oregon, 41.99 feet South of the Northwest corner of Government Lot 5, said point of beginning also being 12.5 feet South of the center line of a private roadway; thence parallel to and 12.5 feet South when measured at right angles to the said center line North 88° 03' East, 164.66 feet; thence North 77° 01' 30" East, 65.18 feet; thence North 61° 36' 30" East, 38.76 feet; thence North 52° 46' East, 192.05 feet; thence North 62° 07' 30" East, 141.71 feet; thence North 42° 52' East, 42.45 feet; thence North 26° 15' East, 64.14 feet; thence North 42° 46' East, 41.82 feet; thence North 80° 15' East, 120.66 feet; thence North 65° 13' 30" East, 55.91 feet; thence South 74° 41' 30" East, 59.15 feet; thence North 87° 46' East, 97.68 feet; thence North 80° 01' East, 85.41 feet; thence North 63° 00' East, 51.22 feet to a steel fence post on the right bank of Cherry Creek; thence continuing North 63° 00' East, 28 feet to the center line of Cherry Creek; thence downstream along the said center line South 41° 12' East, 118.89 feet; thence leaving the center line of Cherry Creek North 82° 29' 30" East, 44 feet to a steel fence post on the left bank of Cherry Creek; thence continuing North 82° 29' 30" East, 224.12 feet to a steel fence post; thence South 64° 30' 30" East, 107.00 feet to a steel fence post; thence North 56° 30' East, 65 feet to the center line of Little Cherry Creek; thence upstream along the center line of Little Cherry Creek to the North-South center line of said Section 26; thence South along the North-South center line of Section 26 to the Southeast corner of Government Lot 6; thence West along the East-West center line of Section 26 to the Southwest corner of Government Lot 5; thence North along the West boundary of Section 26, 1304.5 feet to the point of beginning. Being a portion of the Northwest quarter (NW 1/4) of Section 26, Township 27 South, Range 11 West of the Willamette Meridian.

TOGETHER WITH a perpetual non-exclusive right, to be exercised in common with others, to pass and repass over an existing roadway for purposes of ingress and egress to the above described real property, such right of way and easement to be 25 feet in width --- 12.5 feet on each side of the center line of the aforementioned

UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:

RECORDED
DEC 31 1992
WATER RESOURCES DEPT.
SALEM, OREGON

5651
APR 13 1976

COOS BAY

APR 13 1976

76 4 5652

private roadway and extending from the West boundary of Section 26, Township 27 South, Range 11 West of the Willamette Meridian, Coos County, Oregon, to the Westerly and right bank of the main stem of Cherry Creek. Grantee, covenants and agrees to share in the maintenance of said roadway according to grantee's use thereof and grantee further covenants that existing standing trees within said 25 foot right of way shall not be cut or removed without the prior written consent of grantor. Grantee further agrees and acknowledges that grantor maintains a locked gate at the Westerly terminus of said roadway, grantee and grantor shall have keys to the lock thereon and said gate and use thereof shall not be removed or discontinued except by the mutual written consent of grantee and grantor.

GRANTEE COVENANTS AND AGREES that so long as grantor owns real property adjoining the above described real property, grantee shall not cut or remove standing trees along the shoreline or edge or banks of Cherry Creek or Little Cherry Creek where the same adjoins the grantor's said real property.

TO HAVE AND TO HOLD the above described and granted premises unto the grantee, his heirs and assigns, forever.

And the grantor, covenants to and with the grantee, his heirs and assigns, that she is lawfully seized in fee simple of the above granted premises and that the same are free and clear of all liens and encumbrances, EXCEPT: Easement acquired by United States of America in Book 300, Page 45, Deed Records of Coos County, Oregon; Rights of the public in streets, roads and highways; and access Road Agreement between Glazebrook and Enlund and the Department of Interior, Bureau of Land Management, pursuant to Instrument No. 68-3-26654, Records of Coos County, Oregon; and that she will and her heirs, executors, administrators and assigns, 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 those claiming by, through or under grantee herein.

Grantor states that the actual consideration for this Deed is the sum of FORTY THOUSAND DOLLARS (\$40,000.00) as she verily believes.

WITNESS my hand and seal this 23 day of May, 1974.

Margaret A. Pearson
Margaret A. Pearson

STATE OF OREGON)
) ss.
County of Coos)

DATED: May 23, 1974.

Personally appeared the above named MARGARET A. PEARSON and acknowledged the foregoing instrument to be her voluntary act and deed. BEFORE ME:

John A. Smith
Notary Public for Oregon
My Commission Expires: 9-29-75

79-2 7130

Robert D. McCay, Jr.
370 1557

RIGHT-OF-WAY EASE

EX #12

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, for a good and valuable consideration, the receipt thereof acknowledged, do hereby grant unto Coos-Curry Electric Cooperative, Inc., a cooperative corporation, whose post office address is P. O. Box 400, Coquille, Oregon, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Coos, State of Oregon, and more particularly described as follows:

*See attached description marked Exhibit "A" that is by this reference thereto, made a part hereof:

After the permanent establishment of the poles, guys and other structures constituting the electric transmission or distributions line or system, which will include a basic line or system to serve the undersigned's real property only, no change in the location thereof shall be made without the undersigned's written consent.

No herbicides or sprays shall be used or applied on said real property.

and to construct, operate and maintain on the above described land and/or upon all streets, roads, or highways abutting said lands, an electric transmission or distribution line or system, and to remove and trim trees and brush to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wire in falling. * See above for additional conditions of this grant.

The undersigned covenant that they are owners of the above described lands and that the said lands are free and clear of encumbrances and liens whatsoever character except those held by the following persons:

IN WITNESS THEREOF, the undersigned have set their hands and seal this 27th day of November, 1978, signed, sealed and delivered in the presence of:

WITNESSES:

OWNER'S SIGNATURE

Robert D. McCay, Jr. (SEAL) X
ROBERT D. McCay, Jr.
Margaret A. Pearson (SEAL) X
MARGARET A. PEARSON

Orig. Arb 5

STATE OF OREGON)
County of Coos)

26-2711
5 X

BE IT REMEMBERED, that on this 27th day of November, 1978, before me, the undersigned, a Notary Public in and for said County and State; personally appeared the within named Robert D. McCay, Jr. and Margaret A. Pearson who are known to me to be the identical person(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal, this day and year last above written.

Robert D. McCay, Jr.
Notary Public for Oregon
My Commission Expires

Feb 3, 1979

MAY 14 1979

DEC 31 1992
WATER RESOURCES DEPT.
SALEM, OREGON

MAY 14 1979

39-2 7191

Also, an area 15 feet on either side of the transmission line or system to be installed hereunder extending from the northerly boundary of the real property herein described of Robert A. McCay, Jr. to the existing transmission line and pole to the north serving the Bush property.

2 7191

79 4 4371

WARRANTY DEED

53

KNOW ALL MEN BY THESE PRESENTS, That Margaret A Pearson

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by Jeffrey A Worrell and Lori Ann Worrell, husband and wife and Linda Dalton, 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

Beginning at a point on the West boundary of Section 26, Township 27 South, Range 11 West of the Willamette Meridian, Coos County, Oregon, 21.47 feet South of the Northwest corner of Government Lot 5, said point of beginning also being 8.0 feet North of the center line of a private roadway; thence parallel to and 8.0 feet North when measured at right angles to the said center line North 88° 03' East, 161.95 feet; thence North 77° 01' 30" East, 60.43 feet; thence North 61° 36' 30" East, 34.40 feet; thence North 52° 46' East, 192.13 feet; thence North 62° 07' 30" East, 139.90 feet; thence North 42° 52' East, 35.97 feet; thence North 26° 15' East, 64.11 feet; thence North 42° 46' East, 51.74 feet; thence North 60° 15' East, 124.92 feet; thence North 65° 13' 30" East, 57.77 feet; thence leaving said parallel line North 24° 46' 30" West, 4.50 feet to a steel fence post; thence North 20° 52' 30" East, 259.29 feet to a steel fence post; thence North 81° 11' 30" East, 166.02 feet to a steel fence post; thence North 57° 45' East, 166.60 feet to a steel fence post on the right bank of Cherry Creek; thence continuing North 57° 45' East, 43 feet to the center line of Cherry Creek; thence upstream along the center line of Cherry Creek to the North boundary of said Section 26; thence West along the North boundary of Section 26 to the Northwest corner thereof; thence South along the West boundary of said Section 26 to the point of beginning. Being a portion of Government Lots 3, 4 and 5 of Section 26, Township 27 South, Range 11 West of the Willamette Meridian.

EXCEPTING that portion of Government Lot 4 lying North of the center line of the easement acquired by United States of America in Book 300, Page 45, Deed Records of Coos County, Oregon, said center line being described as follows: Beginning at a point 782.5 feet South and 62.4 feet West of the section corner common to Sections 22, 23, 26, and 27 of said Township and Range; thence North 11° 37' East, 109.5 feet; thence along the arc of a 12° curve to the right, through a central angle of 31° 43' for a distance of 264.3 feet; thence North 43° 20' East, 157.1 feet; thence along an arc of an 18° curve to the right, through a central angle of 41° 15', for a distance of 229.2 feet; thence North 84° 35' East, 195.2 feet; thence along the arc of a 15° curve to the left, through a central angle of 41° 29', for a distance of 276.5 feet; thence North 43° 06' East, 184.5 feet to a point which is 42 feet North and 953.1 feet East of the Section corner common to said Sections 22, 23, 26, and 27.

AUG - 1 1979

AUG - 1 1979



DEC 31 1992
WATER RESOURCES DEPT.
SALEM, OREGON

See Exhibit Attached

79 4 4372

IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE

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

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 \$ 2,500.00

However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which): (The sentence between the parentheses, if not applicable should be deleted. See ORS 92.030.)

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 31st day of July, 1979, 1979; 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.

Margaret A. Pearson

If executed by a corporation, affix corporate seal

STATE OF OREGON, County of Coos July 31, 1979

STATE OF OREGON, County of Coos, 1979

Personally appeared the above named Margaret A. Pearson

Personally appeared ... 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

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

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.

Notary Public for Oregon My commission expires: 11-13-82

Notary Public My commission expires:

79 4 4371-2

AUG 1 2 50 PM '79

State of Oregon } as County of Coos

I hereby certify that the within instrument was filed for record in the Coos County Deed Records.

WITNESS my hand and seal of County affixed:

MARY ANN WILSON Coos County Clerk

By [Signature] Deputy

Return to Jeffrey A. Worrell

Box 36 Coquille, Oregon

Fee: [Signature]

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

Jeffrey A. Worrell Box 36 Coquille, Oregon

Should a change in recipient of fee statements shall be sent to the following address.

Same as above.

NAME, ADDRESS, ZIP

TICOR TITLE INSURANCE

131 North Third • P.O. Box 1075 • Coos Bay, Oregon 97420 • Telephone 269-5127

A consolidated statement of all charges and advances in connection with this order will be provided at closing.

Lynn Heusinkveld
Attorney at Law
336 North Front Street
Coos Bay, OR 97420

O.P. \$ _____ Prem. \$ _____
M.P. \$ _____ Prem. \$ _____

We are prepared to issue title insurance policy in the usual form insuring the title to the land described on the attached description sheet:

Vestee: -----MARGARET A. PEARSON formerly MARGARET A. RINEAR also
known as MARGARET ANN FRONEFIELD-----

Dated as of April 14, 19 87 at 8:00 a.m.

TICOR TITLE INSURANCE OF CALIFORNIA

By

Carol A. Clayburn
Carol A. Clayburn
Title Officer

Subject to the usual printed exceptions and stipulations,

1. 1983-1984 taxes, \$991.93 unpaid.
2. 1984-1985 taxes, \$397.52 unpaid.
3. 1985-1986 taxes, \$432.38 unpaid.
4. 1986-1987 taxes, \$398.91 unpaid.
(Acct. #6390.01; Code #8.04)

5. As disclosed by the tax roll the premises herein described are classified as Forest Lands. In the event of declassification, said premises will be subject to additional taxes and interest pursuant to the provisions of ORS Chapter 321.

6. Easement, including the terms and provisions thereof, for roadway to United States of America, by instrument recorded March 22, 1963, in Book 300, Page 45, Deed Records of Coos County, Oregon.

Report No. 6-53-077 CAC:jlw 8/48 -----CONTINUED-----
PRELIMINARY REPORT ONLY

DEC 31 1992
TICOR TITLE INSURANCE
SALEM, OREGON

TICOR TITLE INSURANCE

7. Easement, including the terms and provisions thereof, granted to Robert D. McCay, Jr. in deed recorded April 13, 1976, bearing Microfilm Reel No. 76-4-5651, Records of Coos County, Oregon.

8. Easement, including the terms and provisions thereof, for right of way and power line to Coos-Curry Electric Cooperative, Inc., a cooperative corporation, by instrument recorded May 14, 1979, bearing Microfilm Reel No. 79-2-7190, Records of Coos County, Oregon.

9. Contract of Sale, including the terms and provisions thereof, between Margaret A. Fronefield also known as Margaret Ann Fronefield, formerly Margaret A. Perason and formerly Margaret A. Rinear Vendor to Brian J. Sullivan and Diana E. Gilon, Vendee, as evidenced by a Memorandum of Contract dated May 23, 1985 and recorded May 24, 1985, bearing Microfilm Reel No. 85-2-6944, Records of Coos County, Oregon, for \$62,500.00.

Diana Gilon deeded her vendees interest to Brian Sullivan, by instrument recorded November 15, 1985, bearing Microfilm Reel No. 85-5-5301, Records of Coos County, Oregon.

Margaret A. Fronefield assigned her vendors interest to M. Elaine Mason by instrument recorded March 27, 1986, bearing Microfilm Reel No. 86-2-4422, Records of Coos County, Oregon.

NOTE: We find no unsatisfied judgments or liens of record against BRIAN SULLIVAN, M. ELAINE MASON, THOMAS F. NUGENT or BETTI G. NUGENT as the date hereof.-----

DESCRIPTION SHEET

See page 1 for vesting and encumbrances, if any.

Description of the tract of land which is the subject of this report:

Lots 3, 5, 6 and that portion of Lot 4, lying South of the center line of the easement acquired by United States of America in Book 300, Page 45, Deed Records of Coos County, Oregon, all in Section 26, Township 27 South, Range 11 West of the Willamette Meridian, Coos County, Oregon, said center line being described as follows: Beginning at a point 782.5 feet South and 62.4 feet West of the section corner common to Sections 22, 23, 26 and 27, of said Township and Range; thence North $11^{\circ} 37'$ East 109.5 feet; thence along the arc a 12° curve to the right through a central angle of $31^{\circ} 43'$ for a distance of 264.3 feet; thence North $43^{\circ} 20'$ East 157.1 feet; thence along an arc of 18° curve to the right through a central angle of $41^{\circ} 15'$ for a distance of 229.2 feet; thence North $84^{\circ} 35'$ East 195.2 feet; thence along the arc of a 15° curve to the left through a central angle of $41^{\circ} 29'$ for a distance of 276.5 feet; thence North $43^{\circ} 06'$ East 184.5 feet to a point which is 42 feet North and 953.1 feet East of the section corner common to said Sections 22, 23, 26 and 27.

EXCEPT that portion conveyed to Robert D. McCay, Jr., in deed recorded April 13, 1976, bearing Microfilm Reel No. 76-4-5651, Records of Coos County, Oregon.

ALSO EXCEPT: That portion conveyed to Jeffrey A. Worrell et al in deed recorded August 1, 1979, bearing Microfilm Reel No. 79-4-4371, Records of Coos County, Oregon.-----

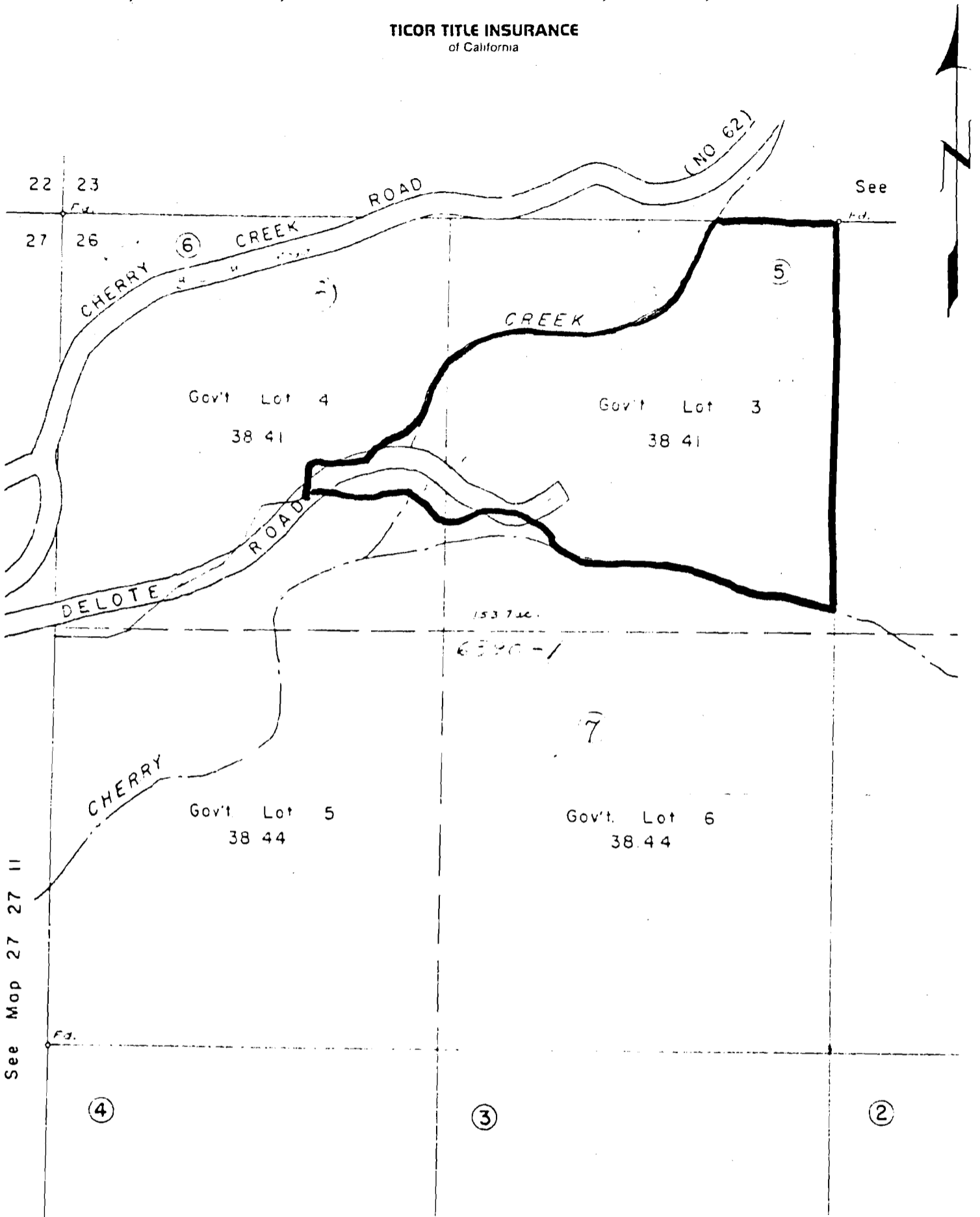
Report No.

6-53-077

37/18

The sketch below is made solely for the purpose of assisting in locating said premises and the Company assumes no liability for variations, if any, in dimensions and location ascertained by actual survey.

TICOR TITLE INSURANCE
of California



SECTION 7

DEC 31 1992
WATER RESOURCES DEPT
SALEM, OREGON

COOS COUNTY, OREGON
 ABSTRACT OF
 ASSESSMENT & TAX ROLL

RECEIVED
 DEC 31 1992
 WATER RESOURCES DEPT.
 SALEM, OREGON

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							
1892		✓			19	William H. Bunch		26	27	11								
# 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	
				200				50	40	1	35	6	65					

Date 12/29/92 Supervisor R. Kimball

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							
897		✓			29	William H. Bunch		26	27	11w	Lots 3, 4, 5, 6							
# 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	
11	75	142	200	25				25	35	2	35	8	73	45	45			

Date 12/29/92 Supervisor R. Kimball

COOS COUNTY, OREGON
 ABSTRACT OF
 ASSESSMENT & TAX ROLL

RECEIVED

DEC 31 1992

WATER RESOURCES DEPT.
 SALEM, OREGON

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
1902	✓			1	44	William H. Bunch	27	34	27	11	Lots 3,4,5,6 SW ⁴ of NE ⁴ - W ² of SE ⁴ + E of SE of SW ⁴ + N ² of SW ⁴ + W ² of NW ⁴

# 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
12	60	142	200	75	50			35	60	2	40	31	211	45	56		

Date 12/29/92 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
1900	✓			1	40	William H Bunch	27	26	27	11	Lots 3,4,5,6

# 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
11	75	142	200	75				35	46	2	40	6	73	48	60		

Date 12/29/92 Supervisor J. Anglin

COOS COUNTY, OREGON
 ABSTRACT OF
 ASSESSMENT & TAX ROLL

RECEIVED

DEC 31 1992

WATER RESOURCES DEPT.
 SALEM, OREGON

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	✓			1	79	William H. Bunch	27	26	27	11	Lots 3,4,5,6

# 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
11	330	142	284					100	100	2	40	15	159				

Date 12/29/92 Supervisor R. Kimball

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		WAA	✓	1	37	William H. Bunch	27	26	27	11	

# 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	100	3	250	8	113				

Date 12/29/92 Supervisor R. Kimball

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	1		✓	1	28	William H. Bonch	27	26	27	11									
# 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		
(								Auto 250		3	200	13	350						

Date 12/29/92 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								
1916	1	✓		2	201	William H. Bonch	27	26	27	11	Lots 3-4-5-6								
# 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		
11	440	142	760	300															

Date 12/29/92 Supervisor R. Kemball

COOS COUNTY, OREGON
 ABSTRACT OF
 ASSESSMENT & TAX ROLL

12/29/92

DEC 31 1992

WATER RESOURCES DEPT.
 SALEM, OREGON

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
1921			✓	1	69	William H. Bunch	27				

# 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
								400		2	50	23	605				

Date 12/29/92 Supervisor R. Kimball

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
1926			✓	1	78	William H. Bunch	27				

# 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
						500		190				14	430				

Date 12/29/92 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
1931		✓		2	146	Cecil Dugger	27	26	27	11	Lots 3,4,5,6

# 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
4 1/2	785	60/140	1165	260													

Date 12/29/97 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
1954		✓		2	154	Cecil Dugger	27	26	27	11	Lots 3,4,5,6

# 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
40/12	785	60/140	1165	260													

Date 12/29/97 Supervisor R. Kimball

COOS COUNTY, OREGON
 ABSTRACT OF
 ASSESSMENT & TAX ROLL

RECEIVED

DEC 31 1992

WATER RESOURCES DEPT.
 SALEM, OREGON

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
33- 1939		✓		2	159	Cecil Dogger	27	26	27	11	Lots 3,4,5,6

# 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
4.12	785	60/140	1165	235													

Date 12/29/92 Supervisor R. Kimball

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

DEC 31 1992

WATER RESOURCES DEPT.
SALEM, OREGON

Listed below is the survey and classification of your property in Coos County, Oregon, as made for assessment purposes in 1939 and the assessed valuation on same for 1940

CARD NO. 2 NAME Cecil Dugger DESCRIPTION Lots 3-4-5-6 SEC. 26 TWP. 27 R. 11
153³ Acres

CLASSIFICATION	NO. ACRES	UNIT PER ACRE	VALUE	TOTAL VALUE
A-1 Tillable Bottom				
Good " "	<u>42⁵</u>	<u>70</u>	<u>300</u>	
Inferior " "				
A-1 " Marsh				
Good " "				
Inferior " "				
A-1 " Slope or Bench	<u>12⁹²</u>	<u>40</u>	<u>515</u>	
Good " " "				
Inferior " " "				
Total Tillable Lands	<u>17²⁰</u>			<u>815</u>
Meadow Bottom, almost clear				
" " in stumps and pasture Bench	<u>7⁵⁰</u>	<u>10</u>	<u>75</u>	
" Marsh, almost clear				
" " in stumps and pasture				
A-1 Brush Bottom				
Good " " Bench Hard to clear	<u>9⁹⁵</u>	<u>5</u>	<u>50</u>	
Brush Marsh				
Hill Land	<u>118⁶⁵</u>	<u>3</u>	<u>355</u>	
Other Classifications				
Total Non-Tillable Lands	<u>136¹⁰</u>			<u>480</u>
Improvements				<u>235</u>
Gross Total	<u>153³</u>			<u>1530</u>

I, hereby certify that the within is a true copy of the Original returned in file in my Office and custody.
 State of Oregon: ss
 County of Coos: ss
 Allen A. Swenson
 County Assessor
 Dated this 17th day of August, 1992

BY Allen A. Swenson Deputy Assessor

134
27

Note: The survey and computation of acreage was made on low lands only, no survey being made of non-tillable hill lands. The total acreage as shown above is taken from Deed Records.
 All assessments are made subject to market facilities such as proximity to market, roads and other transportation, etc.
 By meadow bottom is meant such lands as are used as pasture and not tillable. Sloughs, creeks, etc., are not considered as tillable lands and are not computed under that heading, but under non-tillable lands.
 If you are not satisfied and have any criticism to make of the above classifications and values, kindly take such matters up with the Assessor's Office.

J. P. BEYERS, Assessor

Serial No. 6390 **6390** COOS COUNTY
 Appraised by a Date 11-10-49

Addition..... Lot..... Blk.....
 Tax Lot No. 2 Sec. 26 Tp. 27 R. 11
 Owner Cecil Dugger
 No. Street..... City.....
 Kind of Building House No. of Stories 1
Barn 1908
 Built in Year 1940 Remodeled..... Condition: Good..... Fair Poor.....
 Construction: Best..... Medium..... Cheap

CONSTRUCTION	ROOF	FOUNDATION	HEATING	ROOMS
<input checked="" type="checkbox"/> Single	<input checked="" type="checkbox"/> Pitch	<input checked="" type="checkbox"/> Frame	<input checked="" type="checkbox"/> No. chimneys	Hall
..... Double	..... Flat	..... Concrete	<input checked="" type="checkbox"/> Stoves	Den
..... Box	..... Tile	..... " Block	..... Fireplace	<input checked="" type="checkbox"/> Living room
..... Frame	<input checked="" type="checkbox"/> Shingle	BASEMENT	..... Furnace, pipe	..... Dining room
..... Shingle sides	..... Gravel	..... Pln. excavat'n	..... " pipeless	..... Library
..... Shake sides	..... Tin	..... Under whole	..... Hot water	<input checked="" type="checkbox"/> Kitchen
..... Siding	..... Tar & paper	<input checked="" type="checkbox"/> " part	..... Steam	<input checked="" type="checkbox"/> Break't nook
..... Stone	..... Composition	..... Dirt floor	..... Oil burner	<input checked="" type="checkbox"/> Bedroom
..... Concrete	..... Asbestos	..... Con. "	..... Gas furnace	..... Bathroom
..... Concrete blk.	..... Cor. iron	..... Board "	..... Electric	SECOND STORY
..... Tile	..... Truss	..... Conc. wall	PLUMBING	..... No. rooms
..... Stucco	FLOORS	..... Frame "	..... Bath tub	Bath
..... Brick	..... No. hardwood	INSIDE FINISH	..... Lavatory	ATTIC
..... Brick veneer	<input checked="" type="checkbox"/> No. fir shiplap	..... Celotex	..... Toilet	..... No. finished
..... Cor. iron	..... Concrete	..... Plastered	<input checked="" type="checkbox"/> Sink	..... No. unfinish'd
..... Insulated	MISCELLANEOUS	..... Ceiled, paper	..... Tank	
		..... Plywood	..... Laundry tray	
		<input checked="" type="checkbox"/> Fir	..... Shower	
		..... Hardwood	..... Water only	

Width..... Depth..... No. Sq. Ft. 672 at \$ 67 VALUE \$ 450

W.S. 10 Ft. wide 14 Ft. deep. Box..... Frame..... Conc. Found..... Stories

No. Sq. Ft. 140 at \$ 15 VALUE \$ 20

Stg. Shed 11 Ft. wide 21 Ft. deep. Wood..... Brick..... Tile..... Concrete

No. Sq. Ft. 231 at \$ 25 VALUE \$ 60

TYPE A-6- TOTAL VALUE OF ALL BUILDINGS \$ 530

FACTOR FOR ASSESSMENT \$ 50 ASSESS. YEAR 19 50 \$ 265

Depreciation Allowed, 40 %.

State of Oregon:

County of Coos:

I, hereby certify that the within is a true copy of the Original record on file in my office and custody.

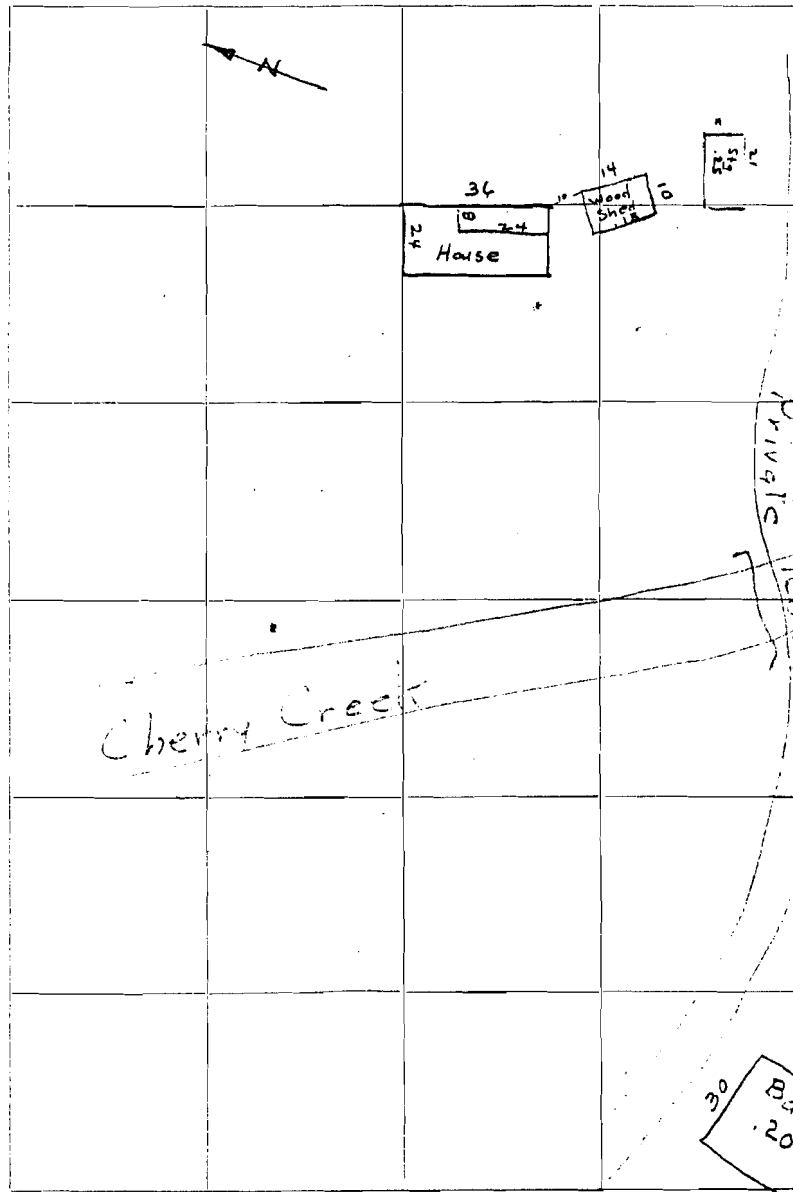
Dated this 17 day of August, 19 49

ALLEN A. SWENSON

County Assessor

By L. Christoferson
Deputy

DEC 31 1949
 WATER RESOURCES DEPT.
 SALEM, OREGON



RECEIVED
 DEC 31 1992
 WATER RESOURCES DEPT.
 SALEM, OREGON

CONTINUING ASSESSMENT ROLL OF TAXABLE REAL PROPERTIES OF COOS COUNTY

SERIAL NUMBER	DESCRIPTION OF PROPERTY				ACREAGE AND VALUES									
	SUBDIVISION	TAX LOT NUMBER	SECTION	TOWNSHIP SOUTH	TOTAL ACRES	TILLABLE 1954	VALUE 1954	NON-TILLABLE ACRES	VALUE	TIMBER ACRES	VALUE	STRUCTURAL IMPROVEMENTS	APPRISED MACHINERY AND EQUIPMENT	TOTAL VALUE
6390	Lots 3,4,5,6													
1943					153.7	17.80	615	136.5	480			685		1530
1944														
1947	163	494												
1950	197	252			153.7	17.20	815	136.5	480			265		1560
1952														
1955							693		480			265		1438
1956							571		514			283		1368
1957							543		487					
1957	262	364					514							
1958									770			355		1325
1959														
1961									925			675		1600
1961									610		140	675		1625
1962									810		140	670		1620
1962									810			670		1480
1965														20
1967														30
1968														

A BLANK ENTRY INDICATES THE PRIOR YEAR'S ASSESSMENT HAS BEEN CARRIED FORWARD

Over

State of Oregon
 County of Coos
 I, hereby certify that the within is a true copy of the original record as file in my office and custody.

Dated this 11 day of August 19 92
 A. J. SWENSON
 County Assessor
 Deputy

COOS

CONTINUATION

SERIAL NUMBER	DESCRIPTION OF PROPERTY			
	SUBDIVISION	TAX LOT NUMBER	SECTION	TOWNSHIP SOUTH
6390-1		2-1	26	27
639001				

YEAR OF AGREEMENT	DEED RECORD		NAME OF OWNER	TOTAL ACRES	TILLABLE ACRES	VALUE	NON-TILLABLE ACRES	VALUE	TIMBER ACRES	VALUE	STRUCTURAL IMPROVEMENTS	AFFIXED MACHINERY AND EQUIPMENT	TOTAL VALUE	TAXES
	VOL.	PAGE												
1965			O.E. & Nora Josephine Glazebrook	147.84				790			670		1,460	
1967								1,870			1,130		3,000	
1967								1,570			1,130		2,700	
1968								LAND VALUE	TIMBER VALUE		STRUCTURAL IMPROVEMENTS		AFFIXED MACHINERY	
1968								6,260			4,510			
1968								6,570			4,510			
1968								7,900			4,510			
1970								23,180			6,580			
1971								30,130			7,840			
1974								30,130			7,840			
1975			Margaret A. Pearson					16,000			6,970			
1975			Contract on file	30.00										

State of Oregon: ss
 County of Coos :
 I, hereby certify that the
 within is a true copy of the
 original record on file in my
 office and correct.
 Dated this 17 day of August, 1992

County Assessor

RECEIVED

DEC 31 1992

WATER RESOURCES DEPT.
SALEM, OREGON

A BLANK ENTRY INDICATES
THE PRIOR YEAR'S FIGURES
HAVE BEEN CARRIED FORWARD

CONTINUING ASSESSMENT ROLL OF TAXABLE REAL PROPERTIES OF COOS COUNTY, OR

36-27-11

SERIAL NUMBER(S)	DESCRIPTION OF PROPERTY		
	NAME OF PLAT OR SUBDIVISION	TAX LOT NUMBER	SECTION
6390-3	From Tax Lot-2-1.	2-3	26

YEAR OF ASSESSMENT	DEED RECORD MICRO REEL NO.	NAME OF OWNER	TOTAL ACRES	ASSESSED			
				LAND	TIMBER	STRUCTURAL IMPROVEMENTS	AFFIXED MACHINERY
1975	Contract On File	Randall J. & Joan S. Bush, Contr. Margaret A. Pearson, Owner	30.00	18,000		670	
1979	79-4-4371	Randall J. & Joan S. Bush, Contr. Jeffrey A. & Lori Ann Worrell, & Linda Dalton, Owners					
<p>State of Oregon</p> <p>County of Coos</p> <p>I, hereby certify that the within is a true copy of the original record in my office and custody.</p> <p>Dated this 17. day of August, 1992</p> <p>ALLEN A. SWENSON County Assessor</p> <p>By <u>Christy Pearson</u> Deputy</p>							

VALUATION SUMMARY OF REAL PROPERTY
DEER COUNTY, OREGON

YEAR	LAND		TIMBER		IMPROVEMENTS		TOTALS	
	APPRAISED VALUE	%	APPRAISED VALUE	APPRAISED VALUE	APPRAISED VALUE	APPRAISED VALUE	APPRAISED VALUE	APPRAISED VALUE
1958	3235		770			2690	555	6399 1325
1961	3235		925			2690	675	6399
1963	3235		810	556	140	2690	675	6481 1625
1962	3235		810	556	140	2690	670	6481 1620
1962	3235		810			2690	670	5925 1480
1965	70		20			TRFD TO 6390-01	—	70 20
1967	120		30					120 30
1968			120					120
1968			350				170	520
1968			370				170	540
1969			370		380		170	920
1970			430		720		170	1520
1971			1,250		720		530	2500
1971			1,250		620		530	2400
1971			1,250		480		530	2260
1972			1,250		720		530	2500
1973			1,250		1340		530	3120
1974			1,380		⊖		530	1910
1975							530	1910
1976							530	1910
1977							900	9900
1977							900	9900
1977							700	5600

YEAR 1976 ACC JUNT 6390.00 LAND 1,660
 9,000
 4780
 IMPROV. 530 MOBILE
 TOTAL 2,190

DEC 31 1992
 WATER RESOURCES DEPT
 SALEM, OREGON

MAP
127 F11 S26 TL 200

CODE CLASS ZONE
8.04 543 44 FG-40

ACCT
6390.01

VALUATION SUMMARY OF REAL PROPERTY
BOON COUNTY, OREGON

Account 86

YEAR	LAND			TIMBER		IMPROVEMENTS		TOTALS		
	ACRES	APPRAISED VALUE	%	ASSESSED VALUE	APPRAISED VALUE	ASSESSED VALUE	APPRAISED VALUE	ASSESSED VALUE	APPRAISED VALUE	ASSESSED VALUE
1945	147	3170		790			2490	670	5360	1460
1967		7470		1870			4510	1130	11980	3000
1967		6260		1670			4510	1130	10770	2800
1968				6260				4510		10770
1968				6570				4510		11080
1970				9900				4510		14410
1971				23,180				6,870		29,050
1974				30,130				7,840		37,970
1975	20.00			16,000				6,970		22,970

YEAR	ACCOUNT	LAND	TIMBER	IMPROV.	MOBILE	TOTAL
1976	6390.01	19,200		7,670		26,870
1977		30,700		7,100		37,800
1977		8,430		7,100		15,530

YR	ACCT	CODE	CLS	LAND	TIMB	BLDG	TOT-VAL
77	6390.01	8.04	543	7,030		7,100	14,130
78	6390.01	9.04	543	7,740		7,810	15,550
79	6390.01	8.04	543	9,630	OTHER LAND	2,310	TOTAL VALUE
				9,630	OTHER BLDG	140	19,730
80	6390.01	8.04	543	9,630	OTHER LAND	11,800	TOTAL VALUE
				2,920	OTHER BLDG	900	25,250
81	6390.01	8.04	543	12,040	OPR BL +10	13,000	TOTAL VALUE
				3,430	OTH BL +10	1,000	29,470
82	6390.01	8.04	543	20,900	OPR BL	1,000	TOTAL VALUE
				1,000	OTH BL	1,000	29,210
83	6390.01	8.04	441	20,900	OPR BL	1,000	TOTAL VALUE
				1,000	OTH BL	1,000	21,900
84				20,238	OTH	1,000	21,238
85	6390.01	8.04	441	18,697	OPR BL	1,000	TOTAL VALUE
				1,000	OTH BL	1,000	19,697

forward to new enclosure

COUNTY L

MAP
T27 R11 S26 TL 200
TAX LOT NUMBER

CODE CLASS ZONE
8.04 441 F

ACCT
6390.01

VALUATION SUMMARY OF REAL PROPERTY
COOS COUNTY, OREGON

Parcel description

ASSESS- MENT YEAR	FLAG	ACRES	APPRAISED VALUES						AP PRAI SER
			CODE	CLASS	LAND	IMPROVEMENTS	TOTAL		
1985		30.00			OPR 18,697	OPR 1,000	19,697		
86	T27 R11 S26	TL 200	(O) 8.04 (441)	(O) (N)	(O) 18,144	(O) (N)	970	TOTAL VALUE 19,114	
87	T27 R11 S26	TL 200	(O) 8.04 (441)	(O) (N)	(O) 17,437	(O) (N)	931	TOTAL VALUE 18,368	
88	T27 R11 S26	TL 200	(O) 8.04 (441)	(O) (N)	(O) 21,494	(O) (N)	4,700	TOTAL VALUE 26,194	
89	T27 R11 S26	TL 200	(O) 8.04 (441)	(O) (N)	(O) 20,365	(O) (N)	4,352	TOTAL VALUE 24,717	
90	T27 R11 S26	TL 200	(O) 8.04 (441)	(O) (N)	(O) 22,674	(O) (N)	4,782	TOTAL VALUE 27,456	
91	27S 11W 26 200 0	BT	8.04	6390.01	19,867	4,782	24,649	28,237	

DEC 31 1992
WATER RESOURCES DEPT.
SALEM, OREGON

SECTION 8

DEC 31 1992
WATER RESOURCES DEPT.
SALEM, OREGON

RECEIVED

DEC 31 1992

WATER RESOURCES DEPT.
SALEM, OREGON

I Melvin Bonch grew up on Cheezy Creek. I lived there from 1913-1915 and 1920-1926. My grandfather William Ham Bonch homesteaded the ranch now owned by Thomas F. Nugent and Betti A. Nugent.

My grandfathers house was located 40 or 50 feet back from the forks of Cherry Creek and Little Cherry Creek. The source of water for their house was a hand pump on the back porch. The lower fields and up to the bench were lined with Black walnut trees, Chestnut trees and young fruit trees. On the flat down by Cherry Creek was where the berry field was located, this was irrigated by a pipe ran up Cherry Creek causing a gravity flow system. Behind the house up Little Cherry Creek was where the family garden was located. This was irrigated by the same process as the lower field, with a pipe ran up Little Cherry Creek. The barn was located across the creek towards the main road. My grandfather ran dairy stock, there were also horses and numerous other animals. The large hole at the base of the Chestnut trees was full of water ditched in from Little Cherry Creek.

This water was used for overflowing into the fields and watering the orchard.

My grandfather received his homestead Patent on January 15, 1897. He owned the property until February, 1924 when he sold to E.E. Straw. Mr. Straw only had the place a short while as he had a distillery on the property and got ran off by the neighbors and the law. My grandfather got the land back the same year and owned it until April, 1927 when he sold to Cecil Dogger.

M. E. Bunch

9-1-92

RECEIVED

DEC 31 1992

WATER RESOURCES DEPT.
SALEM, OREGON

STATE OF OREGON,

County of

Coos

} ss.

BE IT REMEMBERED, That on this 1st day of Sept, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named M.C. Burch

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.

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

[Handwritten Signature]

Notary Public for Oregon.

My Commission expires 7-4-95

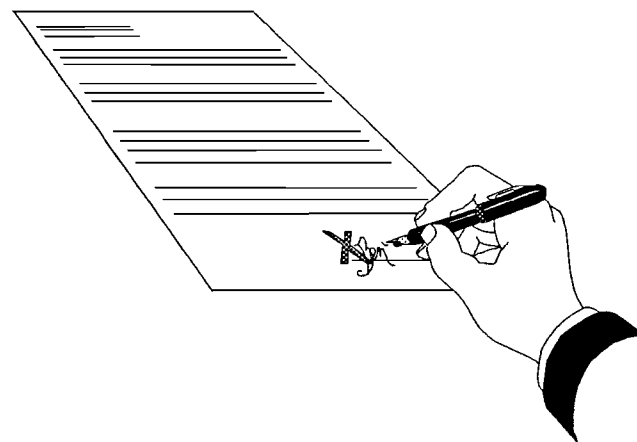
WATER RESOURCES DEPT.
SALEM, OREGON
DEC 31 1992
12:14 PM '92

SECTION 9

RECEIVED
DEC 31 1992
WATER RESOURCES DEPT.
SALEM, OREGON

Surface Water Registration Statement

INSTRUCTIONS



*Oregon Water Resources Department
Adjudication Section*

3850 Portland RD NE
Salem, OR 97310
(503) 378-3739

STATE OF OREGON
WATER RESOURCES DEPARTMENT

INSTRUCTIONS

for completion of

**SURFACE WATER REGISTRATION STATEMENT
PRE-1909 VESTED WATER RIGHT CLAIM**

If you wish to claim a water right, the use of which began before February 24, 1909, please complete the accompanying **SURFACE WATER REGISTRATION STATEMENT** and mail or deliver the completed **STATEMENT** to the Salem office of the Oregon Water Resources Department on or before December 31, 1992. Your completed Surface Water Registration form must be accompanied by a map prepared by a Certified Water Rights Examiner (CWRE) and the designated fee made payable to the Oregon Water Resources Department.

Examples:

5.7 acres irrigation = \$30
42.3 acres irrigation = \$86
143.6 acres irrigation = \$244

A single family domestic use of 0.01 cfs would be \$200. If you raised livestock and used 0.10 cfs for stockwater it would be \$200. And if you irrigated 10 acres it would be the minimum fee of \$30. Your total fee for this domestic, stockwater and irrigation claim would be \$430.

Your statement must be signed by all parties listed in Question #1 and the signatures must be notarized.

In order to insure verification of a claim to pre-1909 water use, the individual completing the registration form should provide evidence of continuous water use from the date of initiation of the use.

[the claimant is responsible for providing evidence of water use]

THIS FORM MUST BE ACCOMPANIED BY A MAP PREPARED BY A CERTIFIED WATER RIGHT EXAMINER (CWRE). A list of CWRE's is available from the Department upon request.

8. **Question #8** is the place on the Registration Form where you can insert anything that does not seem to fit anywhere else. You can use this spot to list any documents you are submitting as evidence.
9. **Question #9** is for the amount of fees you must submit with your claim. If you have any questions about the required fees please contact the Department.

THE FOLLOWING IS A SCHEDULE OF FEES:

IRRIGATION: \$2 per acre for the first 100 acres or fraction thereof then \$1 for each additional acre or fraction thereof. Minimum fee is \$30.

POWER: please ask for assistance for the power claim fee calculation.

ANY OTHER USE: \$200 for the first cfs or fraction thereof and \$50 for each additional cfs or fraction thereof.

These instructions are intended to provide basic directions for completion of the SURFACE WATER REGISTRATION STATEMENT. If you have questions concerning the Registration Statement or these instructions, please call the Water Resources Department (WRD) at (503) 378-8455 -- Extensions 255, 268, 292 or 259;

or write to:

Adjudication Section
Oregon Water Resources Department
3850 Portland Rd NE
Salem OR 97310

Type or clearly print in dark ink and complete all items even though part of the information requested may appear on your maps or drawings. In completing the SURFACE WATER REGISTRATION STATEMENT please follow these instructions:

1. **Question #1** is for your name, current mailing address and phone number. The name you place on the Registration Statement should be the name to which the water right certificate will eventually be issued at the completion of the adjudication.
2. **Question #2** is where you place the name of the surface water source from which your water is diverted. You should identify both the source stream, river or lake and the body of water into which it flows. Please use official names. For example: an unnamed spring tributary to an unnamed stream does not suitably identify the source. An Unnamed Spring

(which is eventually) tributary to the Umpqua River, Clackamas, McKenzie, Grande Ronde, Willamette or Sandy River is the type of information required to answer this question.

3. **Question #3** is where you describe the purpose of your water use. You may have one beneficial use or a combination of beneficial uses. You may list more than one beneficial use if all the uses started on the same date before 1909 (have the same priority date) and are on contiguous property.
4. **Question #4** is for you to declare your priority date. A pre-1909 vested water right must be based on the physical act of putting the water to use (for example: actual diversion and beneficial use, a physical occupation of land with the intent to use water, a notice to the world of an appropriation, etc.). Your priority date will be when that act took place. The action must have happened prior to Feb. 24, 1909. You must be specific. A claim that the water use was "prior to February 24, 1909" is not sufficient to establish a specific priority date. Be sure to answer each part of this question.
5. **Question #5** is for you to state the amount of water beneficially used for each use you have identified in Question #3. You should enter the amount of water beneficially used prior to 1909. In order to insure fair and uniform standards for all claimants, the Water

Resources Director will recommend to the court a standard water allowance for all ordinary water uses. The historic water flow and water use information you supply will help the Department and the Court make this fair flow and volume determination.

6. **Question #6** is the place on the Registration Statement where you describe the location where your water is used. We need only the section, township and range information. You can secure this general information from your deed, purchase contract or map. Please provide all section numbers of land where you use water as part of your pre-1909 claim. *[Please note that this Registration Form must be accompanied by a map prepared by a Certified Water Rights Examiner (CWRE). The CWRE map will describe the exact location of your water use.]*
7. **Question #7** is for the period of the year you use the water. This is the time or season during each year you beneficially use the water. Irrigation is typically used only during a portion of the year (For example: April 15 to October 15). Water is almost always used for domestic and stock watering year around. If you are claiming more than one use, you must enter a period of use for each type of use.

SURFACE WATER REGISTRATION CHECKLIST

(received after July 18, 1990)

CHECK BASIN MAP DWF NAME South Coast #17 UNADJUDICATED AREA ? OK DWF
 RECEIPT # 95816 S W R NUMBER 461
 CHECK ENCLOSURES DWF PRELIMINARY DATA BASE ENTRY DWF
 ACKNOWLEDGEMENT LETTER DWF ENTER ON STREAM INDEX _____
 CHECK QUADRANGLE MAP _____ CHECK GLO PLATS _____
 WATERMASTER CHECKLIST _____ PUBLIC NOTICE PUBLICATION scsv

FORM REVIEW

_____ blanks filled in
 _____ signed
 _____ date received stamped

MAP STILL SHOWS "TO BE 100"
 MUST DO FIELD INSPECTION
 ← Skinner 1-19-94

IRRI	STK MAP REVIEW	DM MAP REVIEW	
			source and trib
#2	#2	#2	diversion point location
#3	#3	#3	conveyances (pipes, ditch, etc.)
	#4	#4	place of use
			scale
			township, range, section
			north arrow
			WRE stamp
			disclaimer
			date survey was performed
			P.O.B. of survey
#12	#12	#12	dimensions and capacity of diversion system
			"beneficial use" type title
			"permanent-quality" paper

→ WHICH DIV TO WHICH USE?

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

January 19, 1994

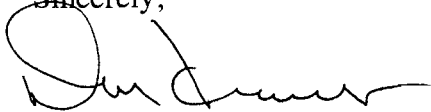
FORREST J HALES
1490 N IVY
COQUILLE OR 97423

RE: SWR-461

Dear Mr Hales,

This will acknowledge the receipt of map to support the pre-1909 vested water right claim in the name of THOMAS & BETTI NUGENT you returned with corrections and completions. I have added the map 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

J:\W\S\C\4\SWR-0461.002



December 13, 1993

FORREST J. HALES
1490 N. IVY
COQUILLE OR 97423

RE: File# SWR-461

DEAR FORREST J. HALES,

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 Thomas F. Nugent and Betti A. Nugent. 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.

diversion point location	ORS 539.240 (2) (d) (A) "...in reference to an established corner of the US public lands survey or recorded subdivision..." You must show which diversion point is used for each claimed use; irrigation, stockwater and domestic.
conveyance	ORS 539.120 "...the location of and each ditch, canal, pipeline or other means of conveying the water..." You must show how water is delivered for each claimed use; irrigation, stockwater and domestic.
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 use of stockwater and domestic.



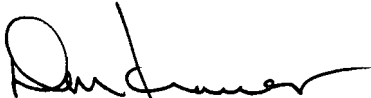
diversion point size

OAR 690-28-025-(4)-(c) "The dimensions and capacity of any existing diversion systems." This information is required for each claimed use.

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

April 8, 1993

THOMAS F NUGENT AND BETTI A NUGENT
HC 86 BOX 97-A
MYRTLE POINT OR 97458

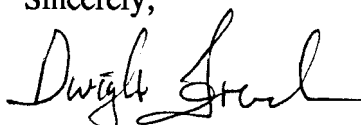
Dear THOMAS AND BETTI NUGENT,

This will acknowledge that your Surface Water Registration Statement in the name of THOMAS F NUGENT AND BETTI A NUGENT has been received by our office. The fees in the amount of \$430.00 have been received and our receipt #95816 is enclosed. Your registration statement has been numbered SWR-461.

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,



Dwight French
Adjudication Section

Enclosure

J:\WP51\SWR\CLAIMANT\SWR-0461.001



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

WATER RESOURCES DEPARTMENT

RECEIPT # 95816

3850 PORTLAND ROAD NE

SALEM, OR 97310

378-8455/378-8130 (FAX)

RECEIVED FROM:

BY:

Thomas F. Nugent

APPLICATION

PERMIT

TRANSFER

CASH:

CHECK #

 24-12

OTHER: (IDENTIFY)

TOTAL REC'D

\$ 430.00

01-00-0 WRD MISC CASH ACCT

842.010 ADJUDICATIONS

831.087 PUBLICATIONS/MAPS

830.650 PARKING FEES Name/month

OTHER: (IDENTIFY)

\$ 430.00

\$

\$

\$

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)

\$

\$

\$

\$

WATER RIGHTS:

842.001 SURFACE WATER

842.003 GROUND WATER

842.005 TRANSFER

WELL CONSTRUCTION

842.022 WELL DRILL CONSTRUCTOR

842.016 WELL DRILL OPERATOR

LANDOWNER'S PERMIT

EXAM FEE

\$

\$

\$

EXAM FEE

\$

\$

RECORD FEE

\$

\$

\$

LICENSE FEE

\$

\$

\$

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 #

95816

DATED:

12/31/92

BY:

J. F. G.