



SUPPLEMENTAL INFORMATION SUBMITTED

Submitted on: 6/7/07

Taken By: sg

SUPPLEMENTAL INFORMATION HAS BEEN RECEIVED BY THIS OFFICE IN REGARDS TO THE FOLLOWING:

BP# _____

PA# 056425

SP# _____

Bixler.

SI# _____

OTHER:

06-07-07P02:00 RCVD

Bixler
Measure 37 Claim
PA 05-6425

AGREEMENT

BETWEEN : Leon Houston Colthar and Lily Emma Colthar,
 husband and wife (Colthar)

AND : Joyce Lucille McQuilliams and Loyce Evelyn
 Bixler (Daughters)

DATED : Feb. 5, 1982

RECITALS:

A. As a result of their participation in a family business located in California, Daughters are each owed approximately \$37,500 by Colthar.

B. The money owed to Daughters represents the proceeds of sale from their interest in the California business. Daughters' money was invested in Lane County, Oregon, property by Colthar.

C. Colthar represents that such amounts are due and owing to each of their daughters and Daughters in turn acknowledge that a portion of the Lane County property is theirs, but that it is to be held in the name of their parents as titled owners. Colthar has previously deeded a portion of the Lane County property to each daughter, reserving to Colthar a life interest and power of sale. These prior deeds were for the purpose of avoiding probate, and because of the reserved power of sale do not adequately secure Daughters' interest in the property.

D. In order to secure Daughters' interest in the property, Colthars wish to execute their promissory notes secured by first deeds of trust on the property. To the extent that Daughters

receive an interest in the property previously deeded by Colthar, and to the extent that the value of such property exceeds the obligation created under this agreement, then it is the intention of the parties that the promissory note be fully discharged by the vesting of an unencumbered title in Daughter. The parties intend that the remainder interest previously deeded to Daughters will act as a discharge of the promissory note, and that the promissory note shall not be treated as an obligation independent of the property interest deeded to Daughters. The two transactions shall merge, to the extent that the property value is equal to or greater than the obligation created under this agreement.

AGREEMENT:

1. Acknowledgement of Amount Owed. Colthar acknowledges each of Daughters' interest in the Lane County property in the amount of \$37,500.

2. Deed of Trust and Promissory Note. Colthar agrees to deliver to each daughter a promissory note in the principal amount of \$37,500, with interest at 7% per annum, together with a first trust deed naming Daughters as beneficiary and securing payment of the note. The full amount of the promissory note shall be discharged to the extent that the value of the property received by Daughter as a result of the deeds referred to in Recital C is equal to or greater than the obligation. The promissory note is attached as Exhibit A, and hereby incorporated by reference.

3. Intent of Transaction. This transaction is not a gift. The property being secured by the trust deed is property in which Daughters previously have had an equitable interest. Colthar wishes to protect Daughters' interest in the property and intends to do this by execution of the promissory note and trust deed. However, the note shall not be treated as an independent obligation of Colthar to the extent that Daughters actually receive property from Colthar as a result of the transfers described in Recital C.

4. Recitals Incorporated. The recitals at the introduction of this agreement are hereby incorporated by reference.

Leon H. Colthar
Leon H. Colthar

Lily E. Colthar
Lily Emma Colthar

Loyce Evelyn Bixler
Loyce Evelyn Bixler

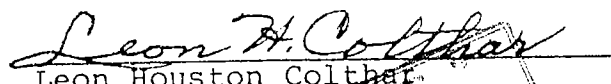

Joyce Lucille McQuilliams
Joyce Lucille McQuilliams

PROMISSORY NOTE

Thirty (30) years after date, or on the death of both Leon H. Colthar and Lily Emma Colthar, if earlier, we jointly and severally promise to pay to the order of JOYCE LUCILLE McQUILLIAMS at Eugene, Oregon, Thirty-Seven Thousand Five Hundred and no/100 Dollars (\$37,500.00), with interest thereon at the rate of seven percent (7%) per annum from date until paid; interest to be paid at maturity.

This Promissory Note is part of an agreement between the parties dated Feb. 5, 1982, and therefore the note shall be deemed non-assignable without the consent of the Obligor. Pursuant to the agreement this Promissory Note shall be discharged to the extent that the Payee has received real property from the Obligor, or either of them, under the terms of prior transfers of the property now securing this obligation.

Any part of this note may be paid at any time. If this note is placed in the hands of an attorney for collection, we promise and agree to pay Holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard or decided.


Leon Houston Colthar

Lily Emma Colthar

\$37,500.00

Eugene, Oregon



Feb. 5, 1982

PROMISSORY NOTE

Thirty (30) years after date, or on the death of both Leon H. Colthar and Lily Emma Colthar, if earlier, we jointly and severally promise to pay to the order of LOYCE EVELYN BIXLER at Eugene, Oregon, Thirty-Seven Thousand Five Hundred and no/100 Dollars (\$37,500.00), with interest thereon at the rate of seven percent (7%) per annum from date until paid; interest to be paid at maturity.

This Promissory Note is part of an agreement between the parties dated Feb. 5, 1982, and therefore the note shall be deemed non-assignable without the consent of the Obligor. Pursuant to the agreement this Promissory Note shall be discharged to the extent that the Payee has received real property from the Obligor, or either of them, under the terms of prior transfers of the property now securing this obligation.

Any part of this note may be paid at any time. If this note is placed in the hands of an attorney for collection, we promise and agree to pay Holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard or decided.


Leon H. Colthar

Lily E. Colthar

\$37,500.00

Eugene, Oregon

Feb. 5, 1982

PROMISSORY NOTE

Thirty (30) years after date, or on the death of both Leon H. Colthar and Lily Emma Colthar, if earlier, we jointly and severally promise to pay to the order of LOYCE EVELYN BIXLER at Eugene, Oregon, Thirty-Seven Thousand Five Hundred and no/100 Dollars (\$37,500.00), with interest thereon at the rate of seven percent (7%) per annum from date until paid; interest to be paid at maturity.

This Promissory Note is part of an agreement between the parties dated Feb. 5, 1982, and therefore the note shall be deemed non-assignable without the consent of the Obligor. Pursuant to the agreement this Promissory Note shall be discharged to the extent that the Payee has received real property from the Obligor, or either of them, under the terms of prior transfers of the property now securing this obligation.

Any part of this note may be paid at any time. If this note is placed in the hands of an attorney for collection, we promise and agree to pay Holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

Leon H. Colthar
Leon Houston Colthar

Lily E. Colthar
Lily Emma Colthar

TRUST DEED

THIS TRUST DEED, made this 5th day of Feb., 1982, between
LEON HOUSTON COLTHAR and LILY EMMA COLTHAR, husband and wife

as Grantor, CASCADE TITLE COMPANY

, as Trustee, and

LOYCE EVELYN BIXLER

as Beneficiary,

WITNESSETH:

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

Shown on Exhibit A, hereby incorporated by reference consisting of two pages.

D 3 - 10-02 7:00 000166

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

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ---Thirty-Seven Thousand Five Hundred--- and no/100 -----(\$37,500.00)----- Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable February 5, 1982

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

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

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

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

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require in an amount not less than \$_____ written in ink.

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

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

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

It is mutually agreed that:

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

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

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property; The grantor in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

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

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

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by ORS 86.760, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding the amounts provided by law) other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

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

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged as provided by law, Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

By Deputy

8204420

ALL OF THAT PROPERTY AS DESCRIBED IN THE FOLLOWING THREE PARCELS
LYING TO THE SOUTH OF THAT ROAD RUNNING EAST AND WEST THROUGH
THE PROPERTY DESCRIBED AS EASEMENT INSTRUMENT NUMBER 7448357 DATED
OCTOBER 10, 1974 and RECORDED NOVEMBER 13, 1974.

PARCEL 1:

The Northwest quarter of Section 30, Township 16 South, Range 3 West
of the Willamette Meridian, in Lane County, Oregon;

EXCEPT: Beginning at the Northwest corner of Section 30, and
running thence East 40.68 chains, more or less, to the quarter
section corner on the North line of said Section 30; thence
South 12.30 chains; thence West parallel with the Section line
40.36 chains, more or less, to the West line of said Section 30;
and thence North 12.30 chains to the place of beginning, in Lane
County, Oregon;

ALSO EXCEPT: Beginning at the center of Section 30, Township 16
South, Range 3 West of the Willamette Meridian; running thence
North 0°29' East, 854.65 feet; thence North 39° 33' West, 277.24
feet; thence North 82° 51' West, 413.25 feet; thence South 44°
42' West, 208.0 feet; thence South 38° 40' West, 248.7 feet;
thence North 82° 35' West, 302.2 feet; thence South 14° 05'
West, 261.0 feet; thence North 87° 27' West, 852.01 feet; thence
South 3° 00' West, 614.79 feet; thence North 89° 40' East, 2127.64
feet to the point of beginning, in Lane County, Oregon;

ALSO: Beginning at the Southeast corner of the Robert Wilson Donation
Land Claim No. 38, Notification No. 3262, in Township 16 South, Range
4 West of the Willamette Meridian; and running thence West 11.11
chains to a point in the present channel of the Willamette River;
thence North 32° East, 15.15 chains to a point on the right bank of
the present channel of the Willamette River; thence South 55° East,
3.76 chains to the East line of said Robert Wilson Donation Land Claim;
thence South along the said East line 10.69 chains to the place of
beginning, all in Lane County, Oregon.

PARCEL 2:

Beginning at a point which is North 89° 40' East, 553.76 feet from the West quarter section corner of Section 30, Township 16 South, Range 3 West, Willamette Meridian; thence North 3° 00' East, 614.79 feet; thence South 87° 27' East, 852.01 feet; thence North 14° 05' East, 261.0 feet; thence South 82° 35' East, 302.2 feet; thence North 38° 40' East, 248.7 feet; thence North 44° 42' East, 208.0 feet; thence South 82° 51' East, 146.75 feet; thence South 0° 29' West, 426.00 feet; thence North 89° 40' East, 455 feet to a point on the North-South center line of said Section 30, 653.65 feet North of the center thereof; thence South 0° 29' West, 653.65 feet; thence South 89° 40' West, 2127.64 feet to the true place of beginning, in Lane County, Oregon.

*to
true
place*

PARCEL 3:

Beginning at the center of Section 30, Township 16 South, Range 3 West of the Willamette Meridian; thence West 30 chains; thence South 40 chains; thence East to the center of the mill slough; thence up said slough to the Southwest corner of a piece of land heretofore deeded to Frank Vaughn; thence North to the Northwest corner of said Frank Vaughn land; thence East to the quarter section line; thence North to the place of beginning, in Lane County, Oregon;

ALSO: Lot 1 in Section 30, Township 16 South, Range 3 West of the Willamette Meridian, in Lane County, Oregon;

EXCEPTING that certain tract conveyed to Morris Koon by deed recorded December 31, 1940, in Book 207, page 432, Lane County Oregon Deed Records, in Lane County, Oregon;

ALSO EXCEPTING: Beginning at an iron pin at the quarter corner between Sections 30 and 31, Township 16 South, Range 3 West of the Willamette Meridian; and run North 1352.50 feet to the true point of beginning; thence run North 1238.0 feet to a point 33.0 feet South of the center of Section 30, said Township and Range; thence run South 89° 40' West, 900.0 feet; thence South 1257.64 feet; thence North 88° 25' East, 900.32 feet to the point of beginning, in Lane County, Oregon.

8204420

State of Oregon,
County of Lane—ss.

I, D.M. Penfold, Director of Records and
Elections Division, in and for the said County,
do hereby certify that the within instrument was
received for record at

10 FEB 82 16: 30

Reel

1179R

Lane County OFFICIAL Records.

D.M. Penfold, Director of Records and Elec-
tions Division.

By

C. Dagulanta
Deputy

C30-53

+

802

7450837

16-3-30

CT-116970

BARGAIN & SALE DEED

After recording return to:

Mr. and Mrs. Leon H. Colthar
 37476 Avenue 12
 Madera, California 93637
 NAME, ADDRESS, ZIP

Until a change is requested, mail all tax statements to:

Same

NAME, ADDRESS, ZIP

FOR VALUE RECEIVED Leon Houston Colthar and Lily Emma Colthar, husband and wife,
 herein referred to as grantors, hereby grant, bargain, sell, and convey unto

Loyce Evelyn Bixler

herein referred to as grantees, the following described real property, with tenements, hereditaments, and appurtenances, to wit:

See Exhibit "A" attached hereto,

Provided, however, Grantors Leon Houston Colthar and Lily Emma Colthar, reserve unto themselves a life estate in said premises, together with full power and authority in their discretion, to lease, mortgage, pledge, sell or otherwise manage and dispose of any and all of said property to the same extent and in the same manner that they would use and enjoy if it were their sole and separate property.

True consideration for this conveyance is \$ none

Dated November 29, 1974

Leon Houston Colthar
 Lily Emma Colthar
 Leon Houston Colthar
 Lily Emma Colthar

STATE OF OREGON, County of Lane, ss.

Leon Houston Colthar and Lily Emma Colthar

Personally appeared the above named

and acknowledged the foregoing instrument to be

voluntary act and deed, Before me:

Dated November 29 A.D. 1974

My Commission Expires:

CHARLES L. RAND
 Notary Public NOTARY PUBLIC-OREGON
 My Commission Expires May 22, 1977
 1075 Oak Street, Eugene

CASCADE TITLE COMPANY

7450837.

ALL OF THAT PROPERTY AS DESCRIBED IN THE FOLLOWING THREE PARCELS LYING TO THE SOUTH OF THAT ROAD RUNNING EAST AND WEST THROUGH THE PROPERTY DESCRIBED AS EASEMENT INSTRUMENT NUMBER 7448357 DATED OCTOBER 10, 1974 and RECORDED NOVEMBER 13, 1974.

PARCEL 1: 400

The Northwest quarter of Section 30, Township 16 South, Range 3 West of the Willamette Meridian, in Lane County, Oregon;

EXCEPT: Beginning at the Northwest corner of Section 30, and running thence East 40.68 chains, more or less, to the quarter section corner on the North line of said Section 30; thence South 12.30 chains; thence West parallel with the Section line 40.36 chains, more or less, to the West line of said Section 30; and thence North 12.30 chains to the place of beginning, in Lane County, Oregon;

ALSO EXCEPT: Beginning at the center of Section 30, Township 16 South, Range 3 West of the Willamette Meridian; running thence North 0° 29' East, 854.65 feet; thence North 39° 33' West, 277.24 feet; thence North 82° 51' West, 413.25 feet; thence South 44° 42' West, 208.0 feet; thence South 30° 40' West, 248.7 feet; thence North 82° 35' West, 302.2 feet; thence South 14° 05' West, 261.0 feet; thence North 87° 27' West, 852.01 feet; thence South 3° 00' West, 614.79 feet; thence North 89° 40' East, 2127.64 feet to the point of beginning, in Lane County, Oregon;

ALSO: Beginning at the Southeast corner of the Robert Wilson Donation Land Claim No. 38, Notification No. 3262, in Township 16 South, Range 4 West of the Willamette Meridian; and running thence West 11.11 chains to a point in the present channel of the Willamette River; thence North 32° East, 15.15 chains to a point on the right bank of the present channel of the Willamette River; thence South 55° East, 3.76 chains to the East line of said Robert Wilson Donation Land Claim; thence South along the said East line 10.69 chains to the place of beginning, all in Lane County, Oregon.

7450837

PARCEL 2: 501

Beginning at a point which is North 89° 40' East, 553.76 feet from the West quarter section corner of Section 30, Township 16 South, Range 3 West, Willamette Meridian; thence North 3° 00' East, 614.79 feet; thence South 87° 27' East, 852.01 feet; thence North 14° 05' East, 261.0 feet; thence South 82° 35' East, 302.2 feet; thence North 38° 40' East, 249.7 feet; thence North 44° 42' East, 208.0 feet; thence South 82° 51' East, 146.75 feet; thence South 0° 29' West, 426.00 feet; thence North 89° 40' East, 455 feet to a point on the North-South center line of said Section 30, 653.65 feet North of the center thereof; thence South 0° 29' West, 653.65 feet; thence South 89° 40' West, 2127.64 feet to the true place of beginning, in Lane County, Oregon.

PARCEL 3: 802

Beginning at the center of Section 30, Township 16 South, Range 3 West of the Willamette Meridian; thence West 30 chains; thence South 40 chains; thence East to the center of the mill slough; thence up said slough to the Southwest corner of a piece of land heretofore deeded to Frank Vaughn; thence North to the Northwest corner of said Frank Vaughn land; thence East to the quarter section line; thence North to the place of beginning, in Lane County, Oregon;

ALSO: Lot 1 in Section 30, Township 16 South, Range 3 West of the Willamette Meridian, in Lane County, Oregon;

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ALSO EXCEPTING: Beginning at an iron pin at the quarter corner between Sections 30 and 31, Township 16 South, Range 3 West of the Willamette Meridian; and run North 1352.50 feet to the true point of beginning; thence run North 1238.0 feet to a point 33.0 feet South of the center of Section 30, said Township and Range; thence run South 89° 40' West, 500.0 feet; thence South 1257.64 feet; thence North 88° 25' East, 900.32 feet to the point of beginning, in Lane County, Oregon.



SUPPLEMENTAL INFORMATION SUBMITTED

Submitted on: 6/5/07

Taken By: AZ HEARING

SUPPLEMENTAL INFORMATION HAS BEEN RECEIVED BY THIS OFFICE IN REGARDS TO THE FOLLOWING:

BP# _____

PA# 05-6425

Bixler

SP# _____

SI# _____

OTHER:

Submitted at June 5, 2007 Hearing by Loyce Bixler



State of California

County of Fresno

I Hereby Certify that on March 29 1969
MONTH DAY

at Fresno California, under authority

of a license issued by the County Clerk of the County of Fresno, I, the

undersigned, as a Minister of the Gospel, joined in marriage

David Leroy Bixler and Loyce Evelyn Colthar

in the presence of Joyce L. Colthar, residing at 37476 Avenue 12, Madera, Calif

California, and Paul T. Bixler, residing at 2634 N. Millbrook Fresno

California.

Rev. P. E. Morgan
SIGNATURE OF PERSON SOLEMNIZING MARRIAGE

THE UNITED STATES OF AMERICA

DEPARTMENT OF COMMERCE

BUREAU OF THE CENSUS

WASHINGTON

Notification of Birth Registration

This certifies that the following Record of Birth is registered and preserved in the office of the State Registrar of Vital Statistics at Sacramento, California

Name Loyoe Evelyn Colthar Sex Female No. 220

Date of Birth AUGUST 19, 1940 Place of Birth Madera, California

Name of Father Leon Houston Colthar

Maiden Name of Mother Lily Seals

W. L. Austin
W. L. Austin, Director of the Census.



Marie B. Stringer
Special Agent, Bureau of the Census.

STUDY 1001 1-1 100-0000 01- 0000-0000 01- 0000-0000

9611530

See Exhibit A, attached hereto

16JANU 04/01/86 KLU
RECEIVED

THE ABOVE INFORMATION IS UNCLASSIFIED

[illegible]

8611530

EXHIBIT A

Beginning at the iron pin set over the stone marking the center of Section 30, Township 18 South, Range 3 West of the Willamette Meridian; thence, South 33.00 feet along the north-south one-quarter Section line in said Section 30; thence, S89°11'54"W 1194.64 feet along a line parallel with and 33.00 feet southerly of the north line of the M. Ferguson Donation Land Claim No. 57, said Township and Range to an iron pin marking the true point of beginning; thence, S89°11'54"W 1443.04 feet continuing along said line to a point marked by an iron pin; thence, S15°10'43"E 292.28 feet to an iron pin set on the meander line of the right bank of the Willamette River; thence, S65°35'11"E 152.76 feet along said meander line to a point marked by an iron pin; thence, N81°33'06"E 225.09 feet continuing along said meander line to a point marked by an iron pin; thence, S20°30'57"E 193.17 feet continuing along said meander line to a point marked by an iron pin; thence, S30°45'06"E 191.52 feet continuing along said meander line to an iron pin set on the west line of said Donation Land Claim No. 57; thence, S0°50'45"E 1890.88 feet along said west line to a point on the south line of said Section 30; thence, N89°52'18"E 1206.86 feet along the south line of said Section 30 to a point in the centerline of a slough (being referenced on the ground by an iron pin bearing S89°52'18"W 80.00 feet); thence, N8°55'21"E 451.16 feet along the centerline of said slough to a point; thence, N13°50'24"E 95.86 feet continuing along said centerline to a point; thence, N47°12'E 112.40 feet continuing along said centerline to a point; thence, N74°07'04"E 235.08 feet continuing along said centerline to a point (being referenced on the ground by an iron pin bearing North 53.31 feet) on a line parallel with and 33.00 feet westerly of when measured at right angles to said north-south one-quarter line; thence, North 653.58 feet along said parallel line to a point; thence, S88°25'W 504.10 feet to a point marked by an iron pin; thence, North 1067.50 feet to a point (being referenced on the ground by an iron pin bearing N89°11'54"E 0.43 feet); thence, S89°11'54"W 294.64 feet to a point marked by an iron pin; thence, North 190.14 feet to the true point of beginning in Lane County, Oregon.

TOGETHER with an easement over a tract of land 33.00 feet in width lying adjacent to and northerly of the north line of the above described tract and extending easterly to County Road No. 994.

8611530

State of Oregon,
County of Lane.

I, the County Clerk, do and for the said County, do hereby certify that the within instrument was recorded for record at

1 APR 25 1954

1395R
Lane County Official Records
Lane County ClerkBy: [Signature]
County Clerk

2-24-53

CF-116970 (74-1677-dg)

7448358

(3-1)ST 30-16-2W

(U 25-16-4W)

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That RIVIERA ENTERPRISES, INC., an Oregon corporation, hereinafter called Grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto LEON H. COLTHAR and LILY E. COLTHAR, husband and wife, hereinafter called Grantee, and unto Grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Lane, State of Oregon, as set forth on Exhibit A attached hereto and by this reference incorporated herein as if set forth in full herein;

SUBJECT TO: Zoning ordinances, building and use restrictions, reservations in federal patents, easements of record, real property taxes for the tax year 1974-75 which are now due and payable, and the following:

1. Rights of the public in and to those portions lying within the bounds of the County Road.
2. Road agreement over the South 16.0 feet of Parcel 1 with A. E. Gault, as set forth by instrument recorded August 7, 1940, in Book 204, page 566, Lane County Oregon Deed Records.
3. As disclosed by the tax roll the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use the property will be subject to additional taxes or penalties and interest.
4. Mortgage, including the terms and provisions thereof, executed by Leon H. Colthar and Lily E. Colthar, husband and wife; Harold O. McQuilliams and Joyce L. McQuilliams, husband and wife; David L. Bixler and Loyce E. Bixler, husband and wife, to The Federal Land Bank of Spokane, dated September 23, 1974, recorded September 30, 1974, Reel No. 710, Reception No. 42188, Lane County Oregon Records, to secure payment of a note for \$102,000.00

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

The true and actual consideration for this transfer is \$140,000.00.

7448358

Until a change is requested, all tax statements shall be sent to the following address:

Leon H. Colthar & Lily E. Colthar
175 Greenacres Road, Space 44
Eugene, Oregon 97401

In construing this deed the singular includes the plural as the circumstances may require.

WITNESS Grantor's hand this 12th day of November, 1974.

RIVIERA ENTERPRISES, INC.

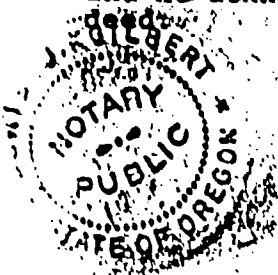
BY: L. J. [Signature]
Its: President

By: [Signature]
Its: Secretary

STATE OF OREGON)
) ss.
County of Lane)

On this the 12th day of November, 1974, personally appeared Taylor Ramsey, who, being duly sworn, did say that he is the president of Riviera Enterprises, Inc., and that the ~~real~~ ~~affirmed 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 he acknowledged said instrument to be its voluntary act and

Before me: David J. Gilbert
Notary Public for Oregon
My Commission Expires: 2-14-77



7448358

PARCEL 1:

The Northwest quarter of Section 30, Township 16 South, Range 3 West of the Willamette Meridian, in Lane County, Oregon;

EXCEPT: Beginning at the Northwest corner of Section 30, and running thence East 40.68 chains, more or less, to the quarter section corner on the North line of said Section 30; thence South 12.30 chains; thence West parallel with the Section line 40.36 chains, more or less, to the West line of said Section 30; and thence North 12.30 chains to the place of beginning, in Lane County, Oregon;

ALSO EXCEPT: Beginning at the center of Section 30, Township 16 South, Range 3 West of the Willamette Meridian; running thence North 0° 29' East, 854.65 feet; thence North 39° 33' West, 277.24 feet; thence North 82° 51' West, 413.25 feet; thence South 44° 42' West, 208.0 feet; thence South 38° 40' West, 248.7 feet; thence North 82° 35' West, 302.2 feet; thence South 14° 05' West, 261.0 feet; thence North 87° 27' West, 852.01 feet; thence South 3° 00' West, 614.79 feet; thence North 89° 40' East, 2127.64 feet to the point of beginning, in Lane County, Oregon;

ALSO: Beginning at the Southeast corner of the Robert Wilson Donation Land Claim No. 38, Notification No. 3262, in Township 16 South, Range 4 West of the Willamette Meridian; and running thence West 11.11 chains to a point in the present channel of the Willamette River; thence North 32° East, 15.15 chains to a point on the right bank of the present channel of the Willamette River; thence South 55° East, 3.76 chains to the East line of said Robert Wilson Donation Land Claim; thence South along the said East line 10.69 chains to the place of beginning, all in Lane County, Oregon.

PARCEL 2:

Beginning at a point which is North 89° 40' East, 553.76 feet from the West quarter section corner of Section 30, Township 16 South, Range 3 West, Willamette Meridian; thence North 3° 00' East, 614.79 feet; thence South 87° 27' East, 852.01 feet; thence North 14° 05' East, 261.0 feet; thence South 82° 35' East, 302.2 feet; thence North 38° 40' East, 248.7 feet; thence North 44° 42' East, 208.0 feet; thence South 82° 51' East, 146.75 feet; thence South 0° 29' West, 426.00 feet; thence North 89° 40' East, 455 feet to a point on the North-South center line of said Section 30, 653.65 feet North of the center thereof; thence South 0° 29' West, 653.65 feet; thence South 89° 40' West, 2127.64 feet to the true place of beginning, in Lane County, Oregon.

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Page 2 of Property for Our No. 116970

PARCEL 3:

Beginning at the center of Section 30, Township 16 South, Range 3 West of the Willamette Meridian; thence West 30 chains; thence South 40 chains; thence East to the center of the mill slough; thence up said slough to the Southwest corner of a piece of land heretofore deeded to Frank Vaughn; thence North to the Northwest corner of said Frank Vaughn land; thence East to the quarter section line; thence North to the place of beginning, in Lane County, Oregon;

ALSO: Lot 1 in Section 30, Township 16 South, Range 3 West of the Willamette Meridian, in Lane County, Oregon;

EXCEPTING that certain tract conveyed to Morris Koon by deed recorded December 31, 1940, in Book 207, page 432, Lane County Oregon Deed Records, in Lane County, Oregon;

ALSO EXCEPTING: Beginning at an iron pin at the quarter corner between Sections 30 and 31, Township 16 South, Range 3 West of the Willamette Meridian; and run North 1352.50 feet to the true point of beginning; thence run North 1238.0 feet to a point 33.0 feet South of the center of Section 30, said Township and Range; thence run South 89° 40' West, 900.0 feet; thence South 1257.64 feet; thence North 88° 25' East, 900.32 feet to the point of beginning, in Lane County, Oregon.

State of Oregon,
County of Lane—ss.
I, D. M. Penfold, Director of the
Department of Records and Elections,
in and for the said County, do hereby
certify that the within instrument was
received for record at

1974 Nov 13 AM 10:30

Reel 716 R
Lane County OFFICIAL Records.

D. M. PENFOLD, Director of the
Department of Records & Elections.

By *R. Dyer* Deputy

C29-083-05

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