

File Number: ACU-22-010



COOS COUNTY CONDITIONAL USE LAND USE APPLICATION

SUBMIT TO COOS COUNTY PLANNING DEPT. AT 60 E. SECOND STREET OR MAIL
TO: COOS COUNTY PLANNING 250 N. BAXTER, COQUILLE OR 97423. EMAIL
PLANNING@CO.COOS.OR.US PHONE: 541-396-7770

If the fee is not included the application will not be processed

(If payment is received on line a file number is required prior to submittal)

Date Received: 2/28/23 Receipt #: 239846 Amount: 1400⁰⁰ Received by: MB

This application shall be filled out electronically. If you need assistance please contact staff.

Applications shall be submitted by the property owner or a purchaser under a recorded land sale contract. "Property owner" means the owner of record, including a contract purchaser.

The application shall include the signature of all owners of the property.

A legal representative may sign on behalf of an owner upon providing evidence of formal legal authority to sign.

LAND INFORMATION

A. Property Owner(s) Stephen and Janiene Bruce

Mailing address: 48611 Highway 101, Bandon, OR 97411

Phone: 541-297-1915 Email: stephenbruce05@gmail.com

Township:	Range:	Section:	¼ Section:	1/16 Section:	Tax lots:
24S	13W	11	Select	Select	1100
24S	13W	14	Select	Select	101

Tax Account Number(s):	<u>165700</u>	Zone: Select Zone	<u>Exclusive Farm Use (EFU)</u>
Tax Account Number(s):	<u>168601</u>		<u>Exclusive Farm Use (EFU)</u>

B. Special Districts and Services

Water On-Site (Well or Spring)	Sewage Disposal On-Site Septic
School North Bend	Fire District Select Fire District

C. Type of Application (s) please consult with staff to determine prior to submittal

- Administrative Conditional Use for Replacement Dwelling (deferred option if needed)
- Hearings Body Conditional Use for _____
- Historical, Cultural and Archaeological Resources, Natural Areas of Wilderness
- Beaches and Dunes
- Non-Estuarine Shoreland Boundary
- Significant Wildlife Habitat
- Natural Hazards
 - Flood
 - Landslide
 - Liquefaction
 - Erosion
 - Wildfires
- Airport Surfaces Overlay
- Variance to which standard _____

Include the supplemental application with all criteria addressed. If you require assistance with the criteria please contact a land use attorney or professional consultant. Property information may be obtained from a tax statement or can be found on the County Assessor's web page at the following links:

[Map Information](#) Or [Account Information](#)

- D. ATTACHED WRITTEN STATEMENT. With all land use applications, the “burden of proof” is on the applicant. It is important that you provide information that clearly describes the nature of the request and indicates how the proposal complies with all of the applicable criteria within the Coos County Zoning and Land Development Ordinance (CCZLDO). You must address each of the Ordinance criteria on a point-by-point basis in order for this application to be deemed complete. A planner will explain which sections of the Ordinance pertain to your specific request. The information described below is required at the time you submit your application. The processing of your application does not begin until the application is determined to be complete. An incomplete application will postpone the decision, or may result in denial of the request. Please mark the items below to ensure your submittal is complete.

Application Check List: Please make off all steps as you complete them.

- I. PROPOSAL AND CRITERIA: A written statement of intent, attached to this application, with necessary supporting evidence which fully and factually describes the following:

1. Project summary and details including time limes.
2. A complete explanation of how the request complies with the applicable provisions and criteria in the Zoning Ordinance. A planner will explain which sections of the Ordinance pertain to your specific request. You must address each of the Ordinance criteria on a point-by-point basis in order for this application to be deemed complete. This shall be addressed on the supplemental criteria page (see staff for criteria).

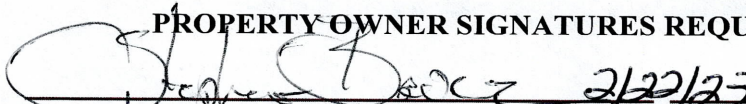
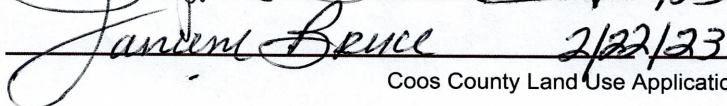
- II. PLOT PLAN OR SKETCH PLAN: A detailed drawing delineating the following:

- Owner's name, address, and phone number, map and Tax lot number
- North Arrow and Scale - using standard engineering scale.
- Accurate shape and dimensions of parcel, development site, including the lengths of the all property lines.
- Any adjacent public or private roads, all easements and/or driveway locations. Include road names. Driveway location and parking areas, including the distance from at least one property line to the intersection of the driveway and the road (apron area);
- All natural features, which may include, but are not limited to water features, wetlands, ravines, slope and distances from features to structures.
- Existing and proposed structures, water sources, sewage disposal system and distances from these items to each other and the property boundaries.

- III. DEED: A copy of the current deed, including the legal description, of the subject property.

- IV. CERTIFICATION: I certify that this application and its related documents are accurate to the best of my knowledge. I am aware that there is an appeal period following the date of the Planning Director’s decision on this land use action. I understand that the signature on this application authorizes representatives of the Coos County Planning Department to enter upon the subject property to gather information pertinent to this request. If this application is refereed directly to a hearings officer or hearings body I understand that I am obligated to pay the additional fees incurred as part of the conditions of approval. I understand that I/we are not acting on the county’s behalf and any fee that is a result of complying with any conditions of approval is the applicants/property owner responsibility. I understand that conditions of approval are required to be complied with at all time and an violation of such conditions may result in a revocation of this permit. If the property owner would like staff to contact a legal representative or consultant please provide the contact information using a consent form.

PROPERTY OWNER SIGNATURES REQUIRED FOR PROCESSING

 2/22/23
 2/22/23

ACCESS INFORMATION

The Coos County Road Department will be reviewing your proposal for safe access, driveway, road, and parking standards. There is a fee for this service. If you have questions about these services please contact the Road Department at 541-396-7660.

Property Address: 69004 Sandpoint Road, North Bend, OR 97459

Type of Access: Private Easement - Provide Easement Name of Access: Easements: See Attached Deeds with easements.

Is this property in the Urban Growth Boundary? No

Is a new road created as part of this request? No

Required parking spaces are based on the use of the property. If this is for a residential use two spaces are required. Any other use will require a separate parking plan submitted that is required to have the following items:

- Current utilities and proposed utilities;
- Roadmaster may require drawings and specs from the Oregon Standards Specification Manual (OSSC) (current edition).
- The location and design of bicycle and pedestrian facilities shall be indicated on the site plan if this is a parking plan;
- Location of existing and proposed access point(s) on both sides of the road where applicable;
- Pedestrian access and circulation will be required if applicable. Internal pedestrian circulation shall be provided in new commercial, office, and multi-family residential developments through the clustering of buildings, construction of walkways, landscaping, accessways, or similar techniques;
- All plans (industrial and commercial) shall clearly show how the internal pedestrian and bicycle facilities of the site connect with external existing or planned facilities or systems;
- Distances to neighboring constructed access points, median openings (where applicable), traffic signals (where applicable), intersections, and other transportation features on both sides of the property;
- Number and direction of lanes to be constructed on the road plus striping plans;
- All planned transportation features (such as sidewalks, bikeways, auxiliary lanes, signals, etc.); and
- Parking and internal circulation plans including walkways and bikeways, in UGB's and UUC's.

Additional requirements that may apply depending on size of proposed development.

- a. Traffic Study completed by a registered traffic engineer.
- b. Access Analysis completed by a registered traffic engineer
- c. Sight Distance Certification from a registered traffic engineer.

Regulations regarding roads, driveways, access and parking standards can be found in Coos County Zoning and Land Development Ordinance (CCZLDO) [Article 7](#).

By signing the application I am authorizing Coos County Roadmaster or designee to enter the property to determine compliance with Access, Parking, driveway and Road Standards. Inspections should be made by calling the Road Department at 541-396-7660

Coos County Road Department Use Only

Roadmaster or designee: _____

Driveway Parking Access Bonded Date: Receipt # _____

File Number: DR-

SANITATION INFORMATION

If this is a request for a recreational, commercial, industrial, vacation rental, manufactured home park, mass or small gathering Coos Health and Wellness, Environmental Health Staff will be reviewing the proposal to ensure the use meets environmental health standards for sanitation and water requirements to serve the facility. If the proposal indicates that you are using a community water system a review may be required. A fee is charged for this service and shall be submitted with the application \$83.00. If you have questions about regulations regarding environmental health services please call 541-266-6720. This form is required to be signed off for any type of subdivision, recreational, commercial, industrial, vacation rental, manufactured home park, mass or small gathering.

Water Service Type: On-site Spring

Sewage Disposal Type: On-site septic

Please check if this request is for industrial, commercial, recreational or home base business use and complete the following questions:

- How many employees/vendors/patrons, total, will be on site?
- Will food be offered as part of the an on-site business?
- Will overnight accommodations be offered as part of an on-site business?
- What will be the hours of operation of the business?

Please check if the request is for a land division.

Coos County Environmental Health Use Only:

Staff Reviewing Application: _____

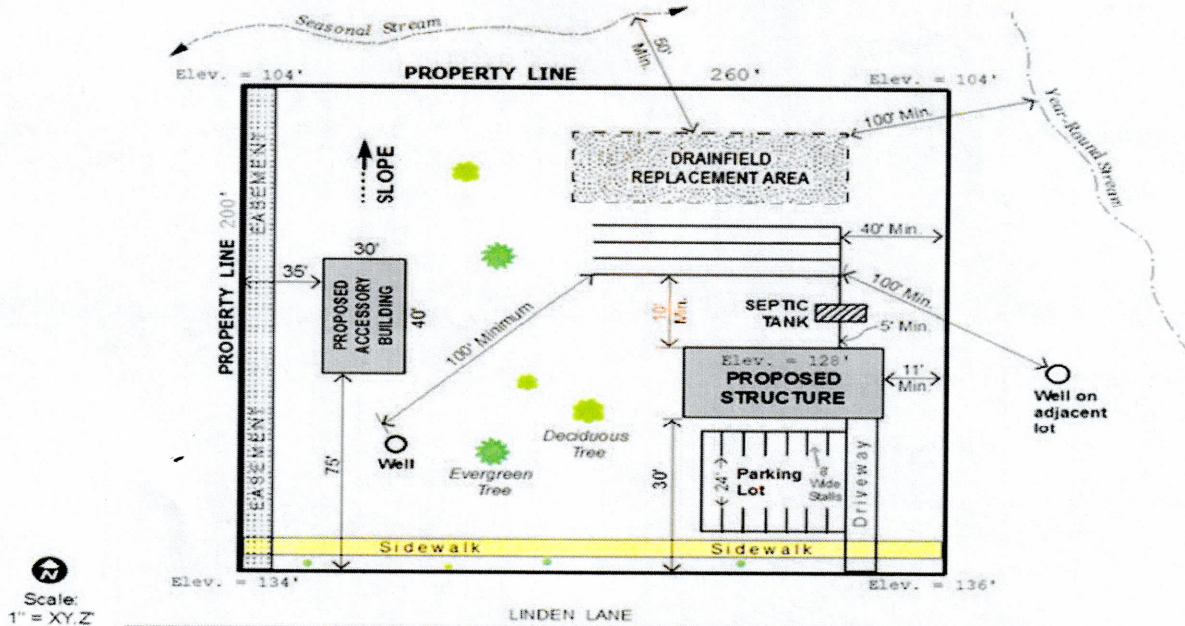
Staff Signature: _____

- This application is found to be in compliance and will require no additional inspections
- This application is found to be in compliance but will require future inspections
- This application will require inspection prior to determining initial compliance. The applicant shall contact Coos Health and Wellness, Environmental Heath Division to make an appointment.

Additional Comments:

Plot Plan
The grid for the plot plan is found on the next page

SAMPLE PLOT PLAN



ITEMS THAT MUST BE ON THE PLOT PLAN:

At a minimum, the site plan should provide information on the following items:

- Existing and proposed lot lines, lot or parcel numbers, and acreage/square footage of lots.
- Dimensions of all illustrated features (i.e. all structures, septic systems, driveways, roads, etc.)
- Significant natural features (slopes greater than 20%, geologic hazards, wetlands, drainage ways, rivers, streams, and the general location of existing trees, etc.).
- Existing easements (access, storm drainage, utility, etc.).
- Existing and proposed (structures, outbuildings, septic, etc.) on site and on adjoining properties.
- Existing and proposed road locations including widths, curbs, and sidewalks.
- Existing and proposed driveway approach locations on site, existing driveway approaches on adjoining properties on the same side of the street, and existing driveway approaches across the street from the site.
- Contiguous properties under the same ownership.
- General predevelopment topographical information (minimum 10' contour intervals).
- Location of utilities.
- If redevelopment is viable in the future, a redevelopment plan should be included.
- Preliminary site utility plan.
- Please add any additional Road or parking items from the parking form.

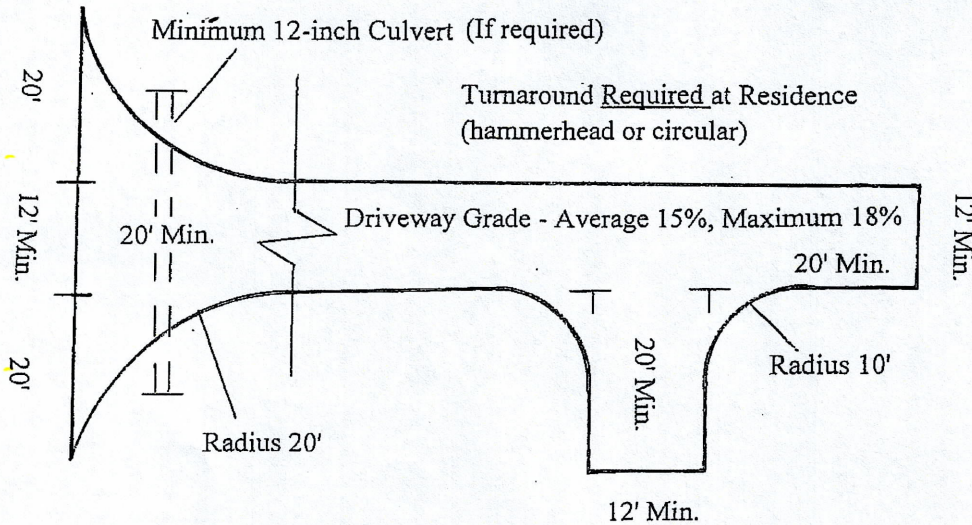
**ADDITIONAL DRIVEWAY, ROAD, PARKING STANDARDS
DRIVEWAY STANDARDS DRAWING – SINGLE RESIDENCE**

Sight Distance Requirements (at the approach entrance)

- Speed less than 35 mph – 100' both directions
- Speed greater than 35mph – 150' both directions

All Weather Surface – minimum 4 – inches aggregate base or as required by Roadmaster.

Figure 7.1.425



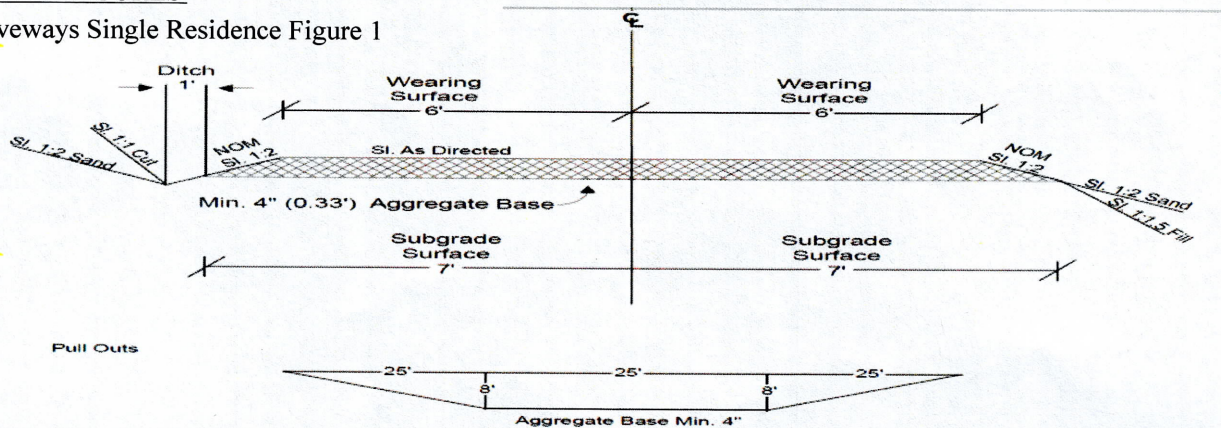
Construct appropriate ditches to prevent water runoff from discharging from the land onto a public road under county jurisdiction. Pursuant to ORS 368.256 the creation of a road hazard prohibited.

If driveway is over 1,000 ft., a pullout is required every 600 ft.

If a driveway cannot meet the maximum 18% grade then a legal agreement may be signed and recorded at the County Clerk's office releasing the County from any liability from such driveway development. This document must be referenced on the property deed to allow future purchasers know that the driveway does meet standard. A sign shall be placed at the bottom of the driveway to warn any users of the driveway that it is not built to standard. Proof must be filed with the Planning and Road Department that the documents have been filed and a sign has been placed. The form located on the following page must be completed, signed and recorded prior to any land use authorizations.

RURAL FIGURES

Driveways Single Residence Figure 1



FORESTRY, MINING OR AGRICULTURAL ACCESS:

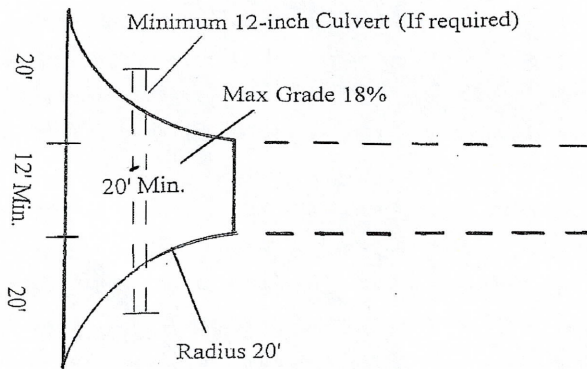
A private road which is created to provide ingress or egress in conjunction with the use of land for forestry, mining or agricultural purposes shall not be required to meet minimum road, bridge or driveway standards set forth in this ordinance, nor are such resource-related roads, bridges or driveways reviewable by the County. However, all new and re-opened forestry, mining or agricultural roads shall meet the access standards listed in this section.

Forestry, Mining or Agricultural Access Standard drawing
Sight Distance Requirements (at the approach entrance)

- Speed less than 35 mph – 100’ both directions
- Speed greater than 35 mph – 150’ both directions

All Weather Surfaces – minimum aggregate base as required by the Roadmaster
The access will be developed from the edge of the developed road.

Figure 7.1.450

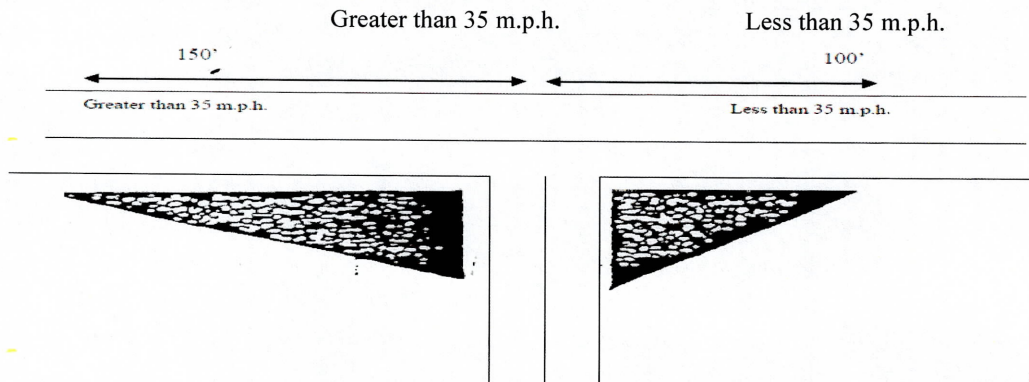


Construct appropriate ditches to prevent water runoff from discharging from the land onto a road under county jurisdiction. Pursuant to ORS 368.256 creation of a road hazard is prohibited.

VISION CLEARANCE TRIANGLE:

The following regulations shall apply to all intersections of streets and roads within all districts in order to provide adequate visibility for vehicular traffic. There shall be no visual obstructions over thirty-six (36) inches in height within the clear vision area established herein. In addition to street or road intersections, the provisions of this section shall also apply to mobile home park, recreational vehicle park, and campground accesses (entrances or exists).

The clear vision area shall extend along the right-of-way of the street for a minimum of 100 feet where the speed limit is less than 35 M.P.H.; and not less than 150 feet where the speed limit is greater than 35 m.p.h. The clear vision area shall be effective from a point in the center of the access not less than 25 feet back from the street right-of-way line.



PARKING STANDARDS

USE	STANDARD
Retail store and general commercial except as provided in subsection b. of this section.	1 space per 200 square feet of floor area, plus 1 space per employee. 1 Bicycle space
Retail store handling bulky merchandise (furniture, appliances, automobiles, machinery, etc.)	1 space per 600 square feet of floor area, plus 1 space per employee. 1 Bicycle space
Bank, general office, (except medical and dental).	1 space per 600 square feet of floor area, plus 1 space per employee. 1 Bicycle space
Medical or dental clinic or office.	1 ½ space per examination room plus 1 space per employee. 1 Bicycle space
Eating or drinking establishment.	1 space per 200 square feet of floor area, plus 1 space for every 4 seats. 1 Bicycle space
Bowling Alley	5 spaces per alley plus 1 space per 2 employees. 1 Bicycle space
Dance hall, skating rink, lodge hall.	1 space per 100 square feet of floor area plus 1 space per 2 employees. 1 Bicycle space
Stadium, arena, theater, race track	1 space per 4 seats or every 8 feet of bench length or equivalent capacity if no seating is provided. 1 Bicycle space
Storage warehouse, manufacturing establishment, or trucking freight terminal	1 space per employee. 1 Bicycle space
Wholesale establishment.	1 space per employee plus 1 space per 700 square feet of patron serving area. 1 Bicycle space
Welfare or correctional institution	1 space per 5 beds for patients or inmates, plus 1 space per employee. 1 Bicycle space
Convalescent hospital, nursing home, sanitarium, rest home, home for the aged.	1 space per 5 beds for patients or residents, plus 1 space per employee. 1 Bicycle space
Church, mortuary, sports arena, theater.	1 space for 4 seats or every 8 feet of bench length in the main auditorium. 1 Bicycle space
Library, reading room.	1 space per 400 square feet of floor area plus 1 space per employee. 1 Bicycle space
Preschool nursery, kindergarten.	2 spaces per teacher; plus off-street loading and unloading facility. 1 Bicycle space per 20 students
Elementary or junior high school.	1 space per classroom plus 1 space per administrative employee or 1 space per 4 seats or every 8 feet of bench length in the auditorium or assembly room whichever is greater. 1 Bicycle space per 10 students
High school	1 space per classroom plus 1 space per administrative employee plus 1 space for each 6 students or 1 space per 4 seats or 8 feet of bench length in the main Auditorium, whichever is greater. 1 Bicycle space per 20 students

Other auditorium, meeting room.	1 space per 4 seats or every 8 feet of bench length. 1 Bicycle space
Single-family dwelling.	2 spaces per dwelling unit.
Two-family or multi-family dwellings.	1 ½ spaces per dwelling unit. 1 bicycle space per unit for buildings with 4 or more units.
Motel, hotel, rooming or boarding house.	1 space per guest accommodation plus 1 space per employee.
Mobile home or RV park.	1 ½ spaces per mobile home or RV site.

Parking lot standards – Use the table above along with the area available to calculate the number of spaces required and determine the type of parking lot that needs to be created. The table below explains the spacing and dimensions to be used.

Minimum Horizontal Parking Widths for Standard Automobiles					
	One-way Parallel	30 deg	45 deg	60 deg	90 deg
Figures	A	B	C	D	E
Single row of Parking					
Parking Aisle	9'	20'	22'	23'	20'
Driving Aisle	12'	16'	17'	20'	24'
Minimum width of module (row and aisle)	21'	36'	39'	43'	44'
Figures #'s	F	G	H	I	J
Two Rows of Parking					
Parking Aisle	18'	40'	44'	46'	40'
Driving Aisle	12'	16'	17'	20'	24'
Minimum width of module (row and aisle)	30'	56'	61'	66'	64'

For figures please see Coos County Zoning and Land Development Ordinance (CCZLDO) § 7.5.175.

Please note: If you are developing in any wetlands or floodplain please contact Department of State Lands to ensure you are not required to obtain a state permit.



Coos County Planning Department
 60 E. Second, Coquille, Oregon 97423
 Mailing Address: 225 N. Adams, Coquille, Oregon 97423
 (541) 396-7770
 TDD (800) 735-2900

CONSENT

On this 22nd day of February, 2023,

I, Stephen and Janiene Bruce
 (Print Owners Name as on Deed)

as owner/owners of the property described as Township 24S, Range 13W,

Section 11, Tax Lot 1100, Deed Reference 2022-02224
2022-10053
2021-12794

Provide consent for Coos County Planning Staff to provide any information on the property identified in this form to the following people:

Name: Crystal Shoji, AICP; Shoji Planning, LLC

Mailing Address: P.O. Box 462, Coos Bay, OR 97420

Phone Number: 541-267-2491 Email : crystal@shojiplanning.com

Owners Signature/s

Stephen Bruce
Janiene Bruce

List of Attachments

- | | |
|---------------------|---|
| Attachment A | Supplementary Findings and Information |
| Attachment B | B.1 Right of First Refusal and Deed
B.2 Property Line Adjustment Deed
B.3 Small Estate Affiant's and Successor's Deed |
| Attachment C | Vicinity Map |
| Attachment D | Assessor's Maps – Subject Property |
| Attachment E | Approved Lot Line Adjustment Map |
| Attachment F | ORMAP Aerial with Tax Lots 1101 and 101 |
| Attachment G | Appraisal Report |
| Attachment H | Receipt for Completion of Excavation of Previous Development and Photos |
| Attachment I | Road Easement – Menasha |
| Attachment J | Road Easement - Troy Everett |
| Attachment K | Aerial with Rough Sketch Easement Road Marking |
| Attachment L | Topographic Survey map with Markings to Identify Features Pertinent to Development |
| Attachment M | State of Oregon Construction Contractors Board License Certificate for Stephen Ray Bruce, License Number 203792 |
| Attachment N | FEMA Flood Map, 100-year Floodplain from Oregon Coastal Atlas map |
| Attachment O | Statewide Wetlands Inventory Map |
| Attachment P | Communication from Central Lincoln PUD with information about Electrical Service |
| Attachment Q | Public Record Report by Ticor Title Company of Oregon showing that Property Taxes have been Paid in Full |
| Attachment R | Restoration is underway! |

Replacement Dwelling Application Supplementary Findings and Information

Applicants:

Stephen and Janiene Bruce, Owners

Right of First Refusal and Deed, Attachment B.1
Property Line Adjustment Deed, Attachment B.2
Small Estate Affiant's and Successor's Deed, Attachment B.3

Subject Property:

Vicinity Map, Attachment C

Assessor's Maps, Attachment D

- T24S, R13W, Section 11, Tax Lot 1100
Upper Portion Replacement Dwelling site

- T24S, R13W, Section 14, Tax Lot (Previously Tax Lot 101)
Lower Lot (not proposed for development)

Approved Lot Line Adjustment Map, Attachment E
Acreage: 4.98 acres increased to 7.85 acres
following approval of lot line adjustment,

Address:

69004 Sandpoint Road, North Bend, OR 97459

Planner:

Crystal Shoji, AICP
Shoji Planning, LLC
Phone: 541-267-2491

Background:

Subject Property, the upper lot, shown on Attachment previously was developed and is now proposed to be redeveloped with a house and an accessory building. To accommodate this development, a lot line adjustment application was submitted to the Coos County Planning Department, PLA-22-011, and approved. The lot line adjustment enlarged the Subject Property on the north end. There is no proposed use of the lower portion of the lot identified on the ORMAPP Aerial as Tax Lot 101, (number does not appear as TL101 on the Assessor's map that is included within this document), Attachment F.

Former Dwelling: There has been a dwelling on Subject Property since 1960; the dwelling was removed in 2022 by the current owner. An appraisal Report prepared by Marler Appraisal Services, Inc. dated August 20, 2020, describes a 560 square foot dwelling with public electricity, a well and septic system. The report states:

The house was built in 1960 and is at the end of its physical life. It is not habitable and given no value. There is an older barn that is also at the end of its physical life and not

useable. There is also a storage building that is not usable. All of the structures suffer so much deferred maintenance that the cost to repair exceeds what value they would gain after repairs. The improvements are all judged to be in poor condition.

See Appraisal Report, Attachment G.

The applicant purchased the property and has been cleaning and organizing to provide a homesite for his own use in Coos County. The applicant has included the final receipt for excavation of the dwelling, dated May 20, 2022. See receipt for completion of excavation, and photos, Attachment H.

Access: Access is from Sandpoint Road with easements across adjacent parcels and an existing access drive. The applicant is planning to utilize the easements and current access location with improvements to both. The intent is to comply with all of the requirements of the Coos County Road Department. The Road Department has been at the site with Mr. Bruce to inform the owner as to Coos County Road Department expectations. See easements, Attachments I and J. See Aerial with rough sketch easement road marking, Attachment K.

Site Plan with Natural Features

Much of the upper lot, T24S, R13W, Section 11, Tax Lot 1100 and all of the lower lot owned by the applicant are within the floodplain. As previously noted, this application does not propose any development on the lower lot, T24S, R13W, Section 14, Tax Lot 101. The applicant will avoid the floodplain as shown on the map. Professional Land Surveyor Stephan Stys organized a Topographic Survey Adjustment map with features (Site Plan Map), where owner and builder, Stephen Bruce, Construction Contractors Board License # 203792, has provided notes about the land and water features along with development proposed for use of the lot when this Replacement Dwelling Application has been approved. The areas susceptible to flooding are visible on the property identified by the words "FEMA Flood Plain Dark Black Line."

Tax Lot, 101, which is the lower lot included on the Site Plan does not show specific natural features as it is not proposed for development. Tax Lot 101 is within the 100-year floodplain, adjacent to the North Slough, which is subject to the jurisdiction of the Coos Bay Estuary Management Plan. The waters of the North Slough have an aquatic designation; the shorelands of the Estuary include a 50-foot designation adjacent to the waters of North Slough. Specific designations of the water and shorelands are not addressed within this proposal; they are some distance from the development area shown and measured on the Site Plan; in addition they are separated tax lot 1100 where the replacement dwelling development is proposed to take place.

See Topographic Survey Adjustment map, with markings to identify features located on the Topographic Survey Adjustment map pertinent to site development, Attachment L.

See State of Oregon Construction Contractors Board License Certificate for Stephen Ray Bruce, License Number 203792, Attachment M.

See FEMA Flood Map, 100-year Floodplain from Oregon Coastal Atlas map, Attachment N.

Wetlands: A riverine wetland stream that passes down the hill from its source is shown on the Statewide Wetlands Inventory map and identified on the Site Plan map organized by Registered Professional Land Surveyor Stephan Stys and Stephen Bruce Fine Home Building, State of Oregon Construction Contractors Board, License #203792. This is to the west of the property that is proposed for development as shown on the Statewide Wetlands Inventory Map, Attachment O and the Site Plan map, Attachment L, where the stream is identified as a creek on the west side of the property. Stephen Bruce has identified, "50 foot Riparian" areas to be maintained "on each side of creek" as required by Coos County and addressed within this application.

A wetland identified on the Site Plan, Attachment L is south of the development area with notations, "Wetland PEMIC/PFOC National Wetland Inventory" shown the Statewide Wetlands Inventory map, Attachment O. Identified wetlands PEMIC/PFOC will also be avoided. Wetlands are south of the portion of the lot proposed for parking and power meter – power pole on the Site Plan.

Former Dwelling and Proposed Replacement Dwelling: The dwelling that was located on the lot previously is described in the appraisal report, Attachment G, as "at the end of its physical life and not useable." In addition, a barn and shed that were judged to be in poor condition were removed. The former dwelling was within the floodplain. The proposed replacement dwelling will avoid the floodplain.

Parking: The applicant has shown parking area on the Site Plan, Attachment L to provide for two spaces in compliance with the parking requirements for the single-family dwelling. The parking area is identified with square footage marked.

Utilities: The applicant has shown the proposed space for the on-site septic field to be located 12 feet from the house. In addition, the power meter and power pole are on the Site Plan located in the lower right portion of the development area. A water tank and spring are shown at the northernmost portion of the development area.

A communication from Central Lincoln PUD provides information about the availability of electrical service now and in the past, Attachment P.

Proposed Replacement Dwelling

The applicant is applying for a replacement dwelling in compliance with Oregon law and Coos County codes, which will be further addressed within this document. ORS 215.291 provides that a lawfully established dwelling may be altered, restored or replaced under 215.283(1)(p) when an application for a permit is submitted if the permitting authority finds to its satisfaction that there is compliance with the requirements of ORS 215 and the County. Coos County addresses replacement dwellings in Chapter IV of the CCZLDO as follows:

Coos County Zoning and Land Development Ordinance (CCZLDO)

Note: The findings and analysis in the remainder of this document are in response to code language. Words quoted from the Coos County ordinances and Oregon Revised Statutes are shown in *italics*. Findings, analysis and information prepared or paraphrased as part of the application by the Applicant are provided in regular font (not italicized).

CHAPTER IV

BALANCE OF COUNTY ZONES, OVERLAYS & SPECIAL CONSIDERATION

EXCLUSIVE FARM USE (EFU)

SECTION 4.6.200 EXCLUSIVE FARM USE – USE TABLES

(8) REPLACEMENT DWELLING - Dwelling that no longer meets replacement criteria as described in subsection (8)(a)(A)(i) through (iv) of this section. This determination meets the requirements for a land use decision and shall be reviewed as an Administrative Conditional Use (ACU).

a) A lawfully established dwelling may be altered, restored or replaced under 215.283(1)(p) if when an application for a permit is submitted, the permitting authority finds to its satisfaction based on substantial evidence that:

(A) The dwelling to be restored or replaced has:

(ii) Intact exterior walls and roof structure.

(iii) Indoor plumbing consisting of a kitchen sink, toilet and bathing facilities connected to a sanitary waste disposal system.

(iv) Interior wiring for interior lights; and

(v) A heating system; and

(vi) The dwelling's tax lot does not have a lien for delinquent ad valorem taxes; and

(vii) Any removal, destruction or demolition occurred on or after January 1, 1973

Findings: The application for the Administrative Conditional Use permit included within this application is for a replacement dwelling at 69004 Sandpoint Road in the Hauser area of Coos County.

The Appraisal Report dated August 20, 2020, included as Attachment G, was completed by Certified Residential Appraiser Philip Marler. The Appraisal Report describes the house that was located on Subject Property until it was removed in the winter of 2022. The dwelling was a one story, one bedroom, one bathroom residence with 560 square feet of living area built in 1960. The following facts are applicable:

- The residence had intact exterior walls and roof structure.

- The residence had indoor plumbing consisting of a kitchen sink, toilet and bathing facilities. The property was served by a septic system.
- The residence had interior wiring with interior lights, with electrical service provided by Central Lincoln PUD.
- The residence was heated with a wood burning stove.
- The Coos County Assessor's Office, tax department confirmed on August 16, 2022, that there are no liens for delinquent ad valorem taxes on Subject Property.
- The removal and demolition of the residence at 69004 Sandpoint Road, North Bend, OR is verified by a receipt that was the final payment for such removal and demolition dated May 20, 2022, nearly 50 years after January 1, 1973, which is the date provided in the criteria included in Oregon law and the Coos County Zoning and land development Ordinance pertinent to approval of a replacement dwelling, Attachment H.

Images of the dwelling and development area that previously existed are included as Attachment H.

The Appraisal Report, page 4, section titled, "Subject Property Identification" states that the one-unit residence on Subject Property was occupied by the owner at the time of the Appraisal Report. The applicants purchased Subject Property after the appraisal was published.

Subject property was then, and continues now, to be zoned Exclusive Farm Use (EFU).

A property line adjustment approved by Coos County enlarged Subject Property as shown in Attachment E, and the current Topographic Survey, Attachment L.

(B) If the dwelling is currently in such a state of disrepair that the dwelling is unsafe for occupancy or constitutes an attractive nuisance, the dwelling's tax lot does not have a lien for delinquent ad valorem taxes; or.

Findings: The dwelling, which was unsafe for occupancy, has been removed.

(C) A dwelling not described in subsection (A) or (B) of this section was assessed as a dwelling for purposes of ad valorem taxation:

- (i) For the previous five property tax years; or*
- (ii) From the time when the dwelling was erected upon or affixed to the land and became subject to assessment as described in ORS 307.010.*

Findings: Ad Valorem taxes are not applicable as verified by the tax department of the Coos County Assessor's Office on August 16, 2022. Property taxes on both lots have been paid in full for 2021-22, as shown in the Public Record Report by Ticor Title Company of Oregon that was prepared for the proposed lot line adjustment. See Attachment Q.

(B) For deferred replacement of a lawfully established dwelling under this section:

(i) The dwelling to be replaced must be removed, demolished or converted to an allowable nonresidential use:

(a) Within one year after the date the replacement dwelling is certified for occupancy pursuant to ORS 455.055; or

(b) If the dwelling to be replaced is, in the discretion of the county, in such a state of disrepair that the structure is unsafe for occupancy or constitutes an attractive nuisance, on or before a date set by the county that is not less than 90 days after the replacement permit is issued.

Findings: The original dwelling has been removed and demolished. The intent is to organize and build the new replacement dwelling when this application for the replacement dwelling is approved. The applicant has relied on the interpretation of the County Planning Director that this application is to be submitted by the date that the original dwelling was demolished due to poor conditions at the end of its useful life. The applicant is applying for a lawfully established dwelling.

(ii) The replacement dwelling:

(a) May be sited on any part of the same lot or parcel.

(b) Must comply with applicable siting standards. However, the standards may not be applied in a manner that prohibits the siting of the replacement dwelling.

(iii) As a condition of approval, if the dwelling to be replaced is located on a portion of the lot or parcel that is not zoned for exclusive farm use, the applicant shall execute and cause to be recorded in the deed records of the county in which the property is located a deed restriction prohibiting the siting of another dwelling on that portion of the lot or parcel. The restriction imposed is irrevocable unless the county planning director, or the director's designee, places a statement of release in the deed records of the county to the effect that the provisions of this section and either ORS 215.283 regarding replacement dwellings have changed to allow the lawful siting of another dwelling.

(IV) Notwithstanding subsection (B)(ii)(a) of this section, a replacement dwelling:

(a) Using all or part of the footprint of the replaced dwelling or near a road, ditch, river, property line, forest boundary or another natural boundary of the lot or parcel; and

(b) If possible, for the purpose of minimizing the adverse impacts on resource use of land in the area, within a concentration or cluster of structures or within 500 yards of another structure.

Findings: The replacement dwelling is proposed for siting on the same lot as the previous dwelling on the upper portion of the lot that is out of the floodplain. Subject Property is zoned EFU. There is no concentration of structures within 500 yards.

(v) The county planning director, or the director's designee, shall maintain a record of the lots and parcels that do not qualify for the siting of a new dwelling under subsection (B) of this section, including a copy of the deed restrictions filed under subsection (B)(iii) of this section.

(vi) *If an applicant is granted a deferred replacement permit under this section:*

(a) *The deferred replacement permit:*

- 1. Does not expire but, notwithstanding subsection (B)(i)(1) of this section, the permit becomes void unless the dwelling to be replaced is removed or demolished within three months after the deferred replacement permit is issued; and*
- 2. May not be transferred, by sale or otherwise, except by the applicant to the spouse or a child of the applicant.*

(b) *The replacement dwelling must comply with applicable building codes, plumbing codes, sanitation codes and other requirements relating to health and safety or to siting at the time of construction. However, the standards may not be applied in a manner that prohibits the siting of the replacement dwelling.*

(C)

(D) *The County governing body or its designate shall require as a condition of approval of a single-family dwelling under 215.283 or 215.284 or otherwise in a farm or forest zone, that the landowner for the dwelling sign and record in the deed records for the county a document binding the landowner, and the landowner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices for which no action or claim is allowed under 30.936 or 30.937*

Findings: There is no definition of deferred replacement in the code. The applicant is unsure how the above section applies. The applicant plans to construct his dwelling and improve his property over time. The dwelling to be replaced has been demolished and the receipt for final excavation is provided. The applicant will comply with all conditions of approval.

Chapter VII Transportation, Access and Parking

SECTION 7.1.150 PUBLIC AND PRIVATE ROADS:

For the purpose of this ordinance, streets and road shall be divided into two major types:

- 1. Private roads (e.g. private access easements);*
- 2. Public roads (created by public dedication or easement, or by fee title transfer to the public);*

NOTE: New public roads created pursuant to this ordinance will not become part of the Coos County road maintenance system without specific action by the Board of Commissioners adopting such new roads into the maintenance system, review by the Oregon Department of Transportation if the action may affect a state transportation facility, and verification the new public road will be consistent with all applicable Coos County Zoning and Land Development Ordinance Standards and the TSP specifically, the Roadway System Plan portion of the TSP.

Findings: There are no proposals for new public or private roads, or new access easements. Access easements are included within this document as Attachments I and J.

SECTION 7.1.225 AUTHORITY & RESPONSIBILITY FOR DETERMINING COMPLIANCE WITH THIS CHAPTER:

The Coos County Roadmaster has the authority to impose any conditions on any permit required by Chapter VII that is deemed necessary to meet the standards of the American Association of State Highway and Transportation Officials (AASHTO standards) or make the road safe for travel. The Coos County Roadmaster may modify the minimum standards if it is found that the lesser standard is compatible with the area.

The Coos County Roadmaster shall be responsible for determining compliance with the provisions of this chapter. When road and driveway improvements are required by this ordinance, the Roadmaster shall provide the Planning Director with written notice when the provisions of this chapter have been satisfied with respect to an application and/or any other matter under review.

If discretion is used to determine a standard or modification of a standard, then a notice of administrative approval will be mailed and is appealable.

Subsection 6 Non-conforming Access Features:

Legal access connections that are already in place as of the date of adoption of this ordinance that do not conform with the standards herein are considered non-conforming features and shall be brought into compliance with applicable standards under following conditions: 1. When new access connection permits are requested; VII-11 2. A change in use or enlargements or improvements that will increase trip generation by 50% or more; or 3. When trips increase or the character of traffic changes on ODOT facilities.

Findings: The applicant is completing improvements to the access easement. The applicant is working with the Coos County Road Department to comply with the requirements of the Coos County Roadmaster. County Road Department personnel have met with the owner and applicant at the site. Access to Subject Property currently exists and is being improved. Trip generation will significantly increase due to the replacement dwelling for a single-family residence.

Section 4.6.210 Development and Use Standards for the Exclusive Farm Use Zone

10. Riparian Vegetation Protection within 50 feet of a wetland, stream, lake or river as identified on the Coastal Shoreland and Fish and Wildlife Habitat Inventory maps shall be maintained except that:

- a. Trees certified as posing an erosion or safety hazard. Property owner is responsible for ensuring compliance with all local, state and federal agencies for the removal of the trees.*
- b. Riparian vegetation may be removed to provide direct access for a water-dependent use if it is a listed permitted within the zoning district;*

- c. *Riparian vegetation may be removed in order to allow establishment of authorized structural shoreline stabilization measures;*
- d. *Riparian vegetation may be removed to facilitate stream or stream bank clearance projects under a port district, ODFW, BLM, Soil & Water Conservation District or USFS stream enhancement plan;*
- e. *Riparian vegetation may be removed in order to site or properly maintain public utilities and road right-of-ways;*
- f. *Riparian vegetation may be removed in conjunction with existing agricultural operations (e.g., to site or maintain irrigation pumps, to limit encroaching brush, to allow harvesting farm crops customarily grown within riparian corridors, etc.) provided that such vegetation removal does not encroach further into the vegetation buffer except as needed to provide an access to the water to site or maintain irrigation pumps; or*
- g. *The 50 foot riparian vegetation setback shall not apply in any instance where an existing structure was lawfully established and an addition or alteration to said structure is to be sited not closer to the estuarine wetland, stream, lake, or river than the existing structure and said addition or alteration represents not more than 100% of the size of the existing structure's "footprint".*
- h. *Riparian removal within the Coastal Shoreland Boundary will require a conditional use. See Special Development Considerations Coastal Shoreland Boundary.*
- i. *The 50' measurement shall be taken from the closest point of the ordinary high water mark to the structure using a right angle from the ordinary high water mark.*

Findings: The applicant has provided a marking for the 50 foot riparian setbacks that are identified on the Site Plan, Attachment L. The applicant understands and will comply with the riparian setback requirements and Coos County requirements.

Chapter II Definitions

RIPARIAN AREA: *An area adjacent to a water resource which affects or is affected by the water resource.*

RIPARIAN CORRIDOR: *A Goal 5 resource that includes the water areas, fish habitat, riparian areas, and wetlands within the riparian corridor boundary.*

Findings: Wetlands and a stream exist on Subject Property. This includes two types of wetlands due to characteristics of those wetlands. The wetlands are shown on the Oregon Coastal Atlas map and labeled in the National Wetland Inventory as "Freshwater Emergent Wetland" on the south portion of Subject Property, Tax Lot 1100. Another wetland, labeled in the legend as a "Freshwater Forested Shrub Wetland" is visible on the east portion of Subject Property, Tax Lot

1100. These wetlands require a 50-foot setback taken from the closest point of the ordinary high water mark to the structure using a right angle from the ordinary high water mark.

The applicant has provided the Site Plan showing the wetland area at the southeast corner of the area proposed for development of Subject Property. The applicant is not building in the wetland areas identified within the Site Plan or other maps provided within this application, Attachments K, N and O within this document. The wetland stream and the flood plain are shown more than 50 feet from the area where the Bruce's intend to build their home.

Conclusion:

The applicants have been working to clean up the site, and improve a property that has been in a state of disrepair. It is their intent to comply with all of the local and State requirements that protect our waterways and landscapes within Coos County.

This application has been organized to define the natural features that contribute to the unique value of Subject Property and provide the information required for their new replacement dwelling. The owner has respect for the natural features that are the unique attributes of Subject Property. The findings and Attachments incorporated within this application are intended to convey their understanding and respect for the features and attributes of Subject Property.

Restoration is underway. See Attachment R!

After Recording Return To:

Lawrence F. Finneran
PO Box 359
Coos Bay, Oregon 97420



Diris D. Murphy, Coos County Clerk

RIGHT OF FIRST REFUSAL

THIS AGREEMENT, is made and entered into this 4th day of March, 2022, by and between STEPHEN BRUCE and JANIENE BRUCE, hereinafter referred to as "Grantors", and PETER BRILL and BIANCA CHEVALIER as Co-Trustees of the Peter Brill and Bianca Chevalier Trust created by Trust Agreement dated January 3, 2019, hereinafter referred to as "Grantees". The parties hereto agree as follows:

1. Consideration. Grantors hereby acknowledge that this right of first refusal is given for good and valuable consideration, the receipt of which is hereby acknowledged.
2. Right of First Refusal. Grantors agree that Grantors, and each of them, shall not sell, transfer, or convey the real property described in Exhibit "A", attached hereto and by this reference incorporated herein, or any portion thereof or any interest therein, without first having offered to sell the same to Grantees in the manner provided by the terms and provisions of this agreement. Prior to selling the real property described in this agreement (or any portion thereof or interest therein) to any third party, Grantors shall offer to sell the same to Grantees at the same price and on the same terms as Grantors are willing to sell to the third party. If Grantors desire to transfer or convey the real property (or any portion thereof or interest therein) to any third party which does not constitute a sale for consideration stated in dollars, then prior to such transfer or conveyance Grantors shall offer to Grantees the right to purchase the real property at its then fair market value for cash payable in full at closing. If the parties cannot agree on such fair market value, then the parties shall mutually select a qualified real estate appraiser and such appraiser shall determine such fair market value, which determination of fair market value shall be binding and conclusive on all parties. In the event the parties cannot agree on the selection of an appraiser within thirty (30) days from the date Grantors notify Grantees of Grantors' intention to convey the property, then the selection of an appraiser shall be submitted to the Coos County Circuit Court for determination. Grantors and Grantees shall each be obligated to pay one-half (1/2) of the cost of any such appraisal and any such court proceeding.

Prior to selling, transferring, or conveying the real property subject to this Right of First Refusal (or any portion thereof or interest therein) to any third party, Grantors shall give written notice to Grantees of Grantors' intention to sell, transfer, or convey

said real property (or any portion thereof or interest therein) to a third party, the price and terms on which Grantors are prepared to sell, transfer, or convey to a third party and an offer to sell the same to Grantees as determined by the terms and provisions of this Right of First Refusal. To exercise Grantees' right of first refusal under this agreement, Grantees must accept Grantors' offer to sell by giving Grantors written notice of Grantees' acceptance of Grantors' offer to sell within sixty (60) days of the date Grantors deliver such offer to sell to Grantees, or if applicable, with fifteen (15) days after the determination of the property's fair market value, whichever shall last occur. If Grantees accept Grantors' offer to sell within the time period stated above, then the sale shall be closed within sixty (60) days after the date Grantees accept Grantors' offer to sell. If Grantees fail to accept Grantors' offer to sell within the required time period then Grantors may sell, transfer, or convey said real property to the third party mentioned in Grantors' notice to Grantees on the terms and provisions as stated in said notice and upon such sale or transfer this agreement shall become null and void. In the event this agreement becomes null and void, Grantees agree to execute any documents which may be reasonably necessary to indicate that Grantees' rights under this agreement have terminated. If Grantors' sale, conveyance, or transfer to a third party does not occur within twelve (12) months after the date Grantors gives Grantees written notice of Grantors' intention to sell, convey, or transfer said real property, then said real property shall again become subject to Grantees' right of first refusal.

3. Closing. If pursuant to the terms of Section 2 of this Agreement Grantees agree to purchase the real property described in Exhibit "A" hereto on the same terms and provisions as the Grantors are willing to sell to a third party, then the terms of closing shall be determined by the terms of sale to such third party. If under the provisions of Section 2 of this agreement Grantees agree to purchase the real property described in Exhibit "A" hereto at its fair market value then the terms of closing shall be as follows: Grantors shall pay for the cost of an owner's title insurance policy in the amount of the purchase price; the costs of closing shall be paid one-half (1/2) by Grantors and one-half (1/2) by Grantees but said closing costs shall not include any cost attributable to Grantees' obtaining a loan to enable Grantees to purchase the real property; Grantees shall pay the whole of the purchase price in cash at closing; real property taxes, rents, and other similar items shall be prorated as of the closing date; and, said real property shall be conveyed by Grantors to Grantees free and clear of all liens and encumbrances except those existing thereon at the time this Agreement is executed.

4. Grantees' Successors. Grantees' rights under this agreement may pass to a successor owner of the real property described in Exhibit "B" hereto if Grantees' rights under this agreement are assigned by a written document recorded in the real property records of Coos County, Oregon. Otherwise, Grantees' rights under this agreement shall terminate if Grantees or Grantees' Trust no longer own the real property described in Exhibit "B" hereto.

5. Breach - Equitable Relief. The parties hereto acknowledge that the real property described in Exhibit "A" to this agreement is unique and that money damages alone for breach of this agreement are inadequate. Any party aggrieved by a breach of any provision of this agreement may bring an action at law or a suit in equity to obtain redress, including specific performance, injunctive relief, or any other available equitable remedy. Time and strict performance are the essence of this agreement.

6. Notice. Any notice to be given pursuant to this agreement shall be in writing and shall be effective when personally delivered or when mailed, postage prepaid, registered or certified, return receipt requested, to the last known address of the party to whom such notice is to be given.

7. Attorney's Fees. In the event a suit or action is brought by any party under this agreement to enforce or interpret any of its terms, it is agreed that the prevailing party shall be entitled to a reasonable attorney fee to be fixed by the trial and appellate courts.

8. Governing Law and Venue. This agreement shall be governed by the laws of the state of Oregon. The parties agree that all disputes relating to this agreement shall be tried before the courts of Oregon to the exclusion of all courts which might have jurisdiction apart from this provision. Venue in any suit or action arising hereunder shall be in the courts of Coos County, Oregon.

9. Modification and Waiver. No change or modification of this agreement shall be valid or binding upon the parties, nor shall any waiver of any term or condition hereof be deemed a waiver of such term or condition in the future, unless such change, modification, or waiver shall be in writing and signed by each of the parties to this agreement.

10. Severability. Invalidation of any provision of this agreement by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

11. Integration. This agreement embodies the entire agreement of the parties with regard to the subject matter of this agreement. There are no promises, terms, conditions, or obligations other than those contained herein. This agreement shall supersede all prior communications, representations and agreements, either verbal or written, between the parties hereto with respect to the subject matter of this agreement.

12. Representation by Counsel. The parties hereto acknowledge that the Lawrence F. Finneran, Attorney at Law, has represented only Grantees in the preparation of this agreement.

13. Number and Gender. As used in this agreement, the singular shall include the plural and the plural the singular and each gender shall include the others as the context requires.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement on the date and year first written above.

GRANTORS:

GRANTEES:

[Signature]
Stephen Bruce

[Signature]
Janiene Bruce

[Signature]
Peter Brill as Co-Trustee of the Peter Brill and Bianca Chevalier Trust created by Trust Agreement dated January 3, 2019

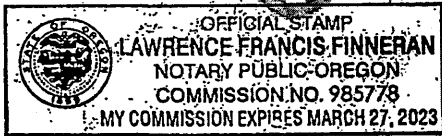
[Signature]
Bianca Chevalier as Co-Trustee of the Peter Brill and Bianca Chevalier Trust created by Trust Agreement dated January 3, 2019

STATE OF OREGON)

County of Coos)

March 4, 2022

Personally appeared before me the above named Stephen Bruce who acknowledged the foregoing instrument as his voluntary act and deed.



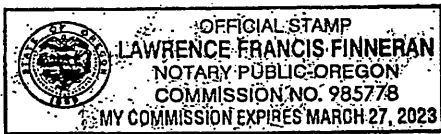
[Signature]
Notary Public - State of Oregon

STATE OF OREGON)

County of Coos)

MARCH 4, 2022

Personally appeared before me the above named Janiene Bruce who acknowledged the foregoing instrument as her voluntary act and deed.



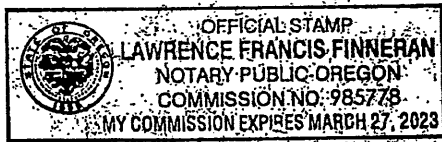
[Signature]
Notary Public - State of Oregon

STATE OF OREGON)
)

County of Coos

March 7, 2022

Personally appeared before me the above named Peter Brill who being first duly sworn on oath did say: That he is a Co-Trustee of the of the Peter Brill and Bianca Chevalier Trust created by Trust Agreement dated January 3, 2019; that he is authorized to execute the foregoing instrument as a Co-Trustee of said Trust; and, he acknowledged the foregoing instrument as his voluntary act and deed as a Co-Trustee of said Trust.



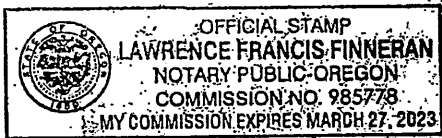
[Signature]

Notary Public, State of Oregon

STATE OF OREGON)
)
County of Coos)

March 4, 2022

Personally appeared before me the above named Bianca Chevalier who being first duly sworn on oath did say: That she is a Co-Trustee of the of the Peter Brill and Bianca Chevalier Trust created by Trust Agreement dated January 3, 2019; that she is authorized to execute the foregoing instrument as a Co-Trustee of said Trust; and, she acknowledged the foregoing instrument as her voluntary act and deed as a Co-Trustee of said Trust.



[Signature]

Notary Public - State of Oregon

Unofficial Copy

EXHIBIT "A"

Beginning at a point on the right bank of North Slough, from which the 1-1/2 inch iron pipe for the corner of Sections 11, 12, 13 and 14, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon bears N 36° 32' 24" E a distance of 441.55 feet; thence N 0° 55' 52" W a distance of 40 feet, more or less, to a 5/8 inch iron rod; thence N 0° 55' 52" W a distance of 893.42 feet to a 5/8 inch iron rod; thence N 88° 16' 07" W a distance of 297.85 feet to a 5/8 inch iron rod; thence S 3° 41' 43" W a distance of 147.85 feet to a 5/8 inch iron rod; thence S 14° 23' 43" E a distance of 821.27 feet to a 5/8 inch iron rod; thence S 14° 23' 43" E a distance of 62 feet, more or less, to a point on the right bank of North Slough; thence Northeasterly along the right bank of North Slough 122 feet, more or less, to the point of beginning.

Unofficial
Copy

EXHIBIT "B"

PARCEL I:

Lot 24, Valley Crest, a Planned Community, Coos County, Oregon, filed February 28, 2001, in Book 13, Page 9, CAB C/322, Records, Coos County, Oregon.

(Tax Account No. 7774100)

PARCEL II:

The SE 1/4 of the SE 1/4 of Section 11, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon.

ALSO: Beginning at the corner of Sections 11, 12, 13 and 14, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence West 20 chains on the Section line to the 1/4 1/4 corner; thence South 33 1/4° East 7.10 chains to the right bank of North Slough to a stake marked NM; thence up the right bank of said slough to a point due South of the point of beginning; thence North 3.5 chains to the point of beginning.

EXCEPTING THEREFROM:

That portion as conveyed by Property Line Adjustment Deed recorded June 29, 2007, as instrument no. 2007-8693, deed records of Coos County, Oregon, and further described as follows:

Beginning at a point on the right bank of North Slough, from which the 1 1/2 inch iron pipe for the corner of Sections 11, 12, 13 and 14, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, bears North 36° 32' 24" East a distance of 441.55 feet; thence North 0° 55' 52" West a distance of 40 feet, more or less, to a 5/8 inch iron rod; thence North 0° 55' 52" West a distance of 893.42 feet to a 5/8 inch iron rod; thence North 88° 16' 07" West a distance of 297.85 feet to a 5/8 inch iron rod; thence South 3° 41' 43" West a distance of 147.85 feet to a 5/8 inch iron rod; thence South 14° 23' 43" East a distance of 821.27 feet to a 5/8 inch iron rod; thence South 14° 23' 43" East a distance of 62 feet, more or less, to a point on the right bank of North Slough; thence Northeasterly along the right bank of North Slough 122 feet, more or less, to the point of beginning.

(Tax Account Nos. 168600, 168602, and 165701)

Send tax statements to:

Stephen & Janiene Bruce
48611 Hwy 101
Bandon, OR 97411

After recording return to:

Stephen & Janiene Bruce
48611 Hwy 101
Bandon, OR 97411

PROPERTY LINE ADJUSTMENT DEED

Peter Brill and Bianca Chevalier, as Co-Trustees of the Peter Brill and Bianca Chevalier Trust created by Trust Agreement dated January 3, 2019 GRANTOR(s) conveys and warrants to

Stephen Bruce and Janiene Bruce, as tenants by the entirety GRANTEE(s) the following described real property, situated in the County of Coos, State of Oregon:

SEE LEGAL DESCRIPTION ON ATTACHED EXHIBIT "A"

Subject to and excepting:

1. The rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets and highways.

Coos County real property Tax Account No. 165701 and 165700.

The consideration for this conveyance stated in terms of dollars is \$4,500.00.

This is a property line adjustment deed. In compliance with ORS 92.190, the following information is furnished:

1. The names of the parties to this deed are as set forth above.

2. The description of the adjusted line is as follows:

SEE LEGAL DESCRIPTION ON ATTACHED EXHIBIT "B"

3. The deed whereby Grantor acquired title to the transferred property is recorded in Microfilm Reel No. 2019-188 of the Deed of Records of Coos County, Oregon.

4. The deed whereby Grantee acquired title to the property to which the transferred property is joined is recorded in Microfilm Reel No. 2021-12794 of the Deed Records of Coos County, Oregon.

5. The survey and monumentation, as required by ORS 92.060 and ORS 209.250, were done by Jerry Lee Estabrook. His survey is filed with the County Surveyor under Coos County Surveyor's Records, Map No. 7B60.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Coos County, Oregon

2022-10053

\$101.00

11/14/2022 02:05 PM

Pgs=4



00158546202200100530040049

Diris D

Exhibit "A"

Description of a portion of a unit of land described in Coos County deed records instrument No. 2019-188 being adjusted into a unit of land described in Coos County deed records instrument No. 2021-12794. Located in the Southeast 1/4 of Section 11, Township 24 South, Range 13 West, W.M., Coos County, Oregon. Being more particularly described as follows:

Beginning at a 5/8" iron rod bearing North 59°47'29" West 642.20 feet from the Section corner common to Sections 11, 12, 13 and 14 of Township 24 South, Range 13 West, W.M., Coos County, Oregon;

Thence South 66°53'36" West 107.62 feet to a 5/8" iron rod;

Thence North 32°53'35" West 169.47 feet to a 5/8" iron rod;

Thence North 14°23'07" East 369.03 feet to a 5/8" iron rod;

Thence North 62°15'55" East 138.74 feet to a 5/8" iron rod;

Thence South 45°21'49" East 464.85 feet to a 5/8" iron rod;

Thence South 02°00'42" West 202.84 feet to a 5/8" iron rod;

Thence North 78°00'20" West 67.18 feet to a 5/8" iron rod;

Thence North 00°55'52" West 248.75 feet to a 5/8" iron rod;

Thence North 88°11'47" West 297.97 feet to a 5/8" iron rod;

Thence South 03°42'06" West 148.21 feet to a 5/8" iron rod;

Thence South 14°24'26" East 120.47 feet to the point of beginning.

Said adjusted parcel containing 125,080 Square Feet more or less.

Note: The basis of bearing for this description is Coos County Record Survey CS # 7B60

Exhibit "B"

Description of an adjusted property line. Located in the Southeast 1/4 of Section 11, Township 24 South, Range 13 West, W.M., Coos County, Oregon. Being more particularly described as follows:

Beginning at a 5/8" iron rod bearing North 59°47'29" West 642.20 feet from the Section corner common to Sections 11, 12, 13 and 14 of Township 24 South, Range 13 West, W.M., Coos County, Oregon;

Thence South 66°53'36" West 107.62 feet to a 5/8" iron rod;

Thence North 32°53'35" West 169.47 feet to a 5/8" iron rod;

Thence North 14°23'07" East 369.03 feet to a 5/8" iron rod;

Thence North 62°15'55" East 138.74 feet to a 5/8" iron rod;

Thence South 45°21'49" East 464.85 feet to a 5/8" iron rod;

Thence South 02°00'42" West 202.84 feet to a 5/8" iron rod;

Thence North 78°00'20" West 67.18 feet to a 5/8" iron rod.

Note: The basis of bearing for this description is Coos County Record Survey CS # 7B60

Unofficial
Copy

RECORDING REQUESTED BY:



300 Anderson Ave
Coos Bay, OR 97420

GRANTOR'S NAME:
Estate of Trek S. Higginbotham, deceased

GRANTEE'S NAME:
Stephen Bruce and Janiene Bruce

AFTER RECORDING RETURN TO:
Stephen Bruce and Janiene Bruce
48611 Hwy 101
Bandon, OR 97411

SEND TAX STATEMENTS TO:
Stephen Bruce and Janiene Bruce
48611 Hwy 101
Bandon, OR 97411

1000165700 and 24S 13W 11 01100 00
69004 Sandpoint Road, North Bend, OR 97459

Coos County, Oregon **2021-12794**
\$96.00 Pgs=3 11/15/2021 02:57 PM
eRecorded by: TICOR TITLE COOS BAY
Debbie Heller, CCC, Coos County Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SMALL ESTATE AFFIANT'S AND SUCCESSORS' DEED

Peter Brill , the affiant in the duly filed affidavit concerning the small estate of **Trek S. Higginbotham**, deceased, filed in Circuit Court for Coos County, Oregon, Case No. 20PB02902, and **Charleen Everett**, being the only successor in interest to said decedent or all of the successors in interest to said decedent, Grantor, conveys to **Stephen Bruce and Janiene Bruce, as tenants by the entirety**, Grantee, all the estate, right and interest of the above named Grantor and of the above named decedent at the time of the decedent's death, and all the right, title and interest that the above named estate of the decedent by operation of law or otherwise may have acquired afterwards, and all the right, title and interest that the above named successor or successors acquired through the above named decedent, in and to the following described real property in the County of Coos, State of Oregon:

Beginning at a point on the right bank of North Slough, from which the 1-1/2 inch iron pipe for the corner of Sections 11, 12, 13 and 14, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon bears N 36° 32' 24" E a distance of 41.55 feet; thence N 0° 55' 52" W a distance of 40 feet, more or less, to a 5/8 inch iron rod; thence N 0° 55' 52" W a distance of 893.42 feet to a 5/8 inch iron rod; thence N 88° 16' 07" W a distance of 297.85 feet to a 5/8 inch iron rod; thence S 3° 41' 43" W a distance of 147.85 feet to a 5/8 inch iron rod; thence S 14° 23' 43" E a distance of 821.27 feet to a 5/8 inch iron rod; thence S 14° 23' 43" E a distance of 62 feet, more or less, to a point on the right bank of North Slough; thence Northeasterly along the right bank of North Slough 22 feet, more or less, to the point of beginning.

The true consideration for this conveyance is Twenty-Four Thousand And No/100 Dollars (**\$24,000.00**).

Tax Account No.(s): 1000165700

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

SMALL ESTATE AFFIANT'S AND SUCCESSORS' DEED

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 7/12/21

Charleen Everett, Heir

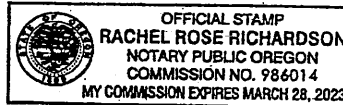
Charleen Everett

Peter Brill, Affiant and Heir

State of Oregon
County of Coos

This instrument was acknowledged before me on 12th July 2021 by Peter Brill as Affiant and Heir for the Estate of Trek S. Higginbotham, deceased, Coos County Small Estate Case No. 20PB0292.

Rachel Rose Richardson
Notary Public - State of Oregon



My Commission Expires: 03.28.2023

State of _____
County of _____

This instrument was acknowledged before me on _____ by Charleen Everett, as Heir for the estate of Trek S. Higginbotham, deceased, Coos County Small Estate Case No. 20PB02902.

Notary Public - State of _____

My Commission Expires: _____

Unofficial Copy

SMALL ESTATE AFFIANT'S AND SUCCESSORS' DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 11/11/2021

[Signature]
Charleen Everett, Heir

Peter Brill, Affiant and Heir
State of _____
County of _____

This instrument was acknowledged before me on _____ by Peter Brill as Affiant and Heir for the Estate of Trek S. Higginbotham, deceased, Coos County Small Estate Case No. 20PB0292.

Notary Public - State of Oregon

My Commission Expires: _____

State of Michigan
County of Calhoun

This instrument was acknowledged before me on 11/11/2021 by Charleen Everett, as Heir for the estate of Trek S. Higginbotham, deceased, Coos County Small Estate Case No. 20PB02902.

[Signature]
Notary Public - State of Michigan

My Commission Expires: 6/13/2025

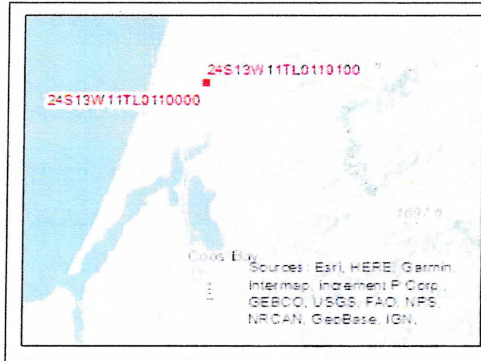
Unofficial Copy

CLARK
NOTARY PUBLIC
COUNTY OF CALHOUN
My Commission Expires
June 13, 2025
Acting in the County of
MICHIGAN

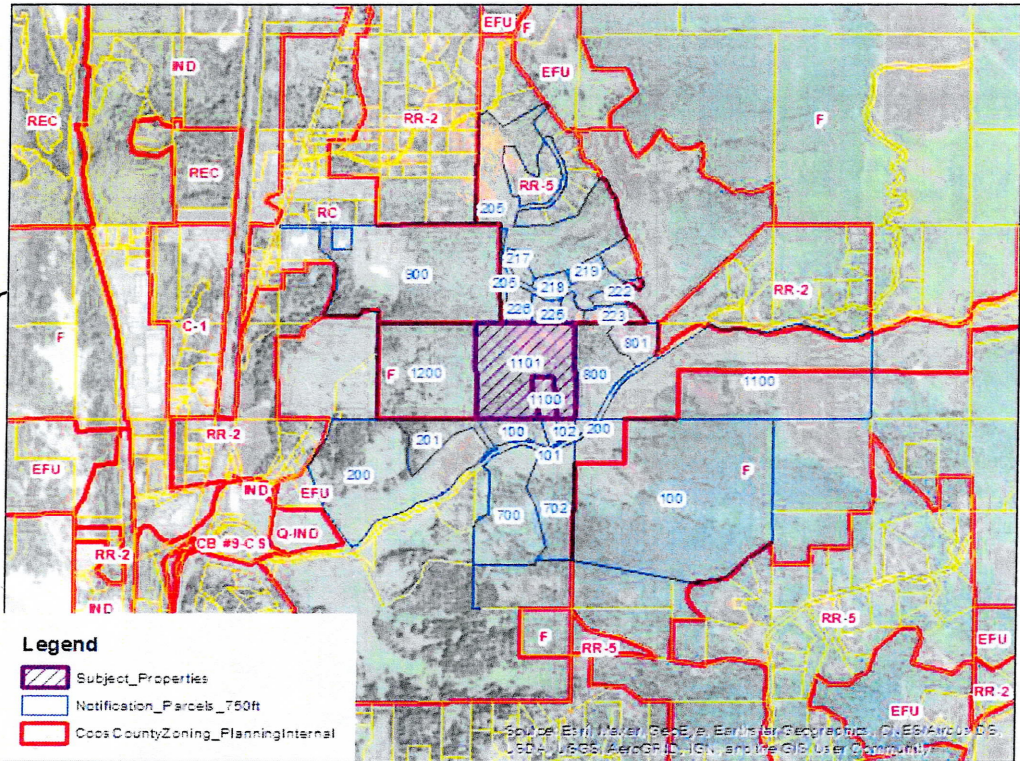


COOS COUNTY PLANNING DEPARTMENT

Mailing Address: 225 N. Adams, Coquille, Oregon 97423
 Physical Address: 60 E. Second, Coquille Oregon
 Phone: (541) 396-7770
 TDD (800) 735-2900

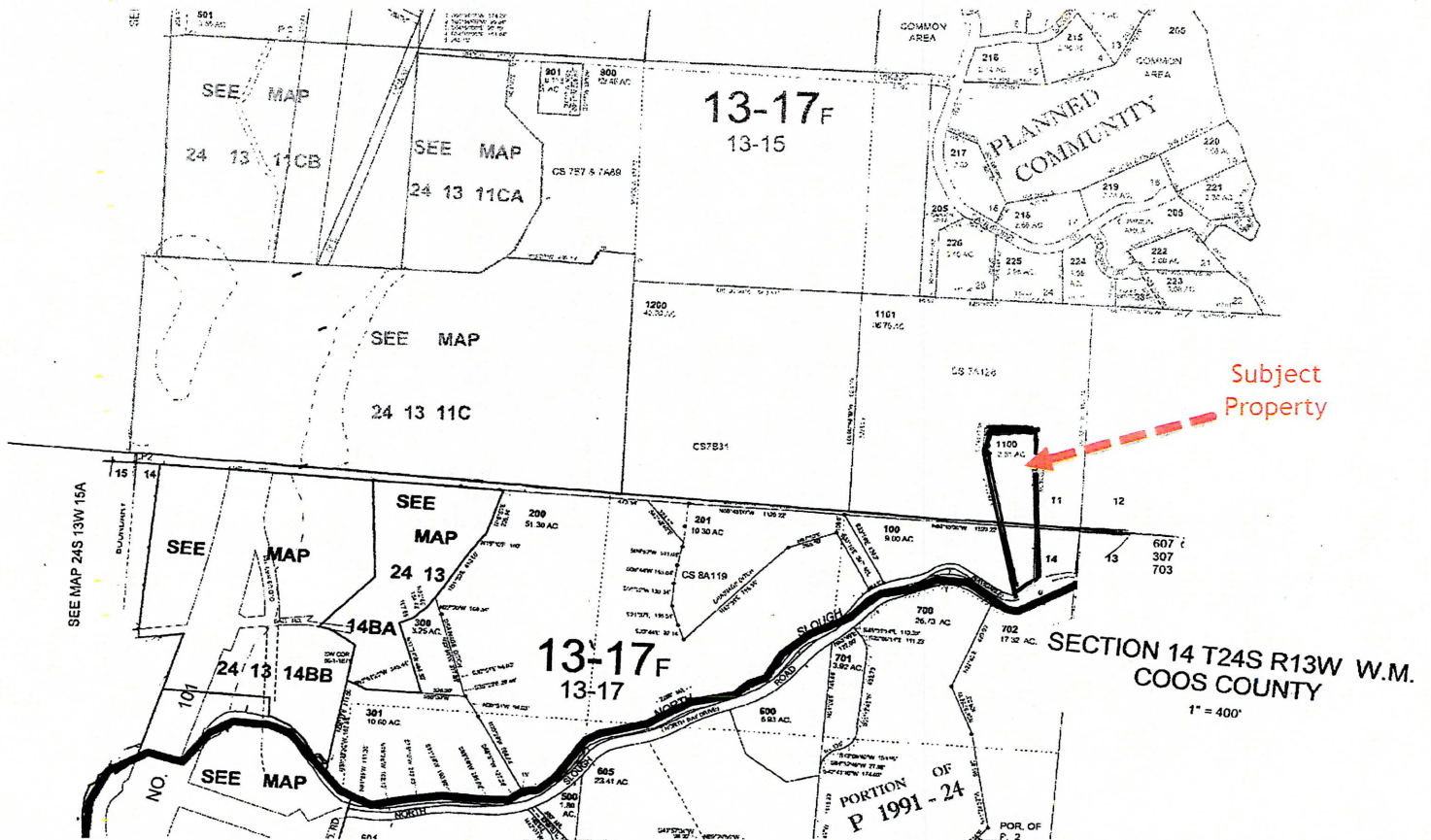


File: PLA-22-011
 Owner 1/ Stephen & Janiene Bruce
 Owner 2 Peter Brill & Bianca Chevalier
 Date: September 7 2022
 Location: Township 24S Range 13W
 Section 11 TL 1100/1101
 Proposal: Property Line Adjustment



SECTION 11 T24S R13W W.M.
COOS COUNTY

1" = 400'



PROPERTY LINE ADJUSTMENT LOCATED IN THE SE 1/4 OF SECTION 11, TOWNSHIP 24 SOUTH, RANGE 13 WEST, W.M., COOS COUNTY, OREGON.

COOS COUNTY SURVEYOR

DATE RECEIVED _____

DATE ACCEPTED/FILED: _____

COOS COUNTY SURVEYOR

PLANNING FILE NO.: PLA-22-011

SURVEY FOR: STEPHEN BRUCE
48611 HWY 101
BANDON, OR 97411

SURVEY BY: ESTABROOK LAND SURVEYING INC.
PO BOX 574
LAKESIDE, OR 97449

SCALE 1" = 60'

BASIS OF BEARING
THE BASIS OF BEARING IS ASSUMED PER CS NO. 7A128.

RECORD REFERENCE INFORMATION
CS NO. 7A128, BY: CLYDE F. MULKINS, DATED: MAY, 2007.

LEGEND

- FOUND MONUMENT AS NOTED.
- SET 5/8" X 30" IRON ROD WITH PLASTIC CAP MARKED "ESTABROOK LS2703".
- CALCULATED POINT.
- NEW PROPERTY LINE.
- - - OLD PROPERTY INF.
- BOUNDARY OF PROPERTY SURVEYED.
- - - APPROXIMATE BOUNDARY OF UNSURVEYED PROPERTY.
- - - APPROXIMATE SECTION LINE.
- - - DIMENSION LINE.
- () RECORD PER CS NO. 7A128.

NARRATIVE

THE PURPOSE OF THIS PROPERTY LINE ADJUSTMENT WAS TO ADD PROPERTY TO THE UNIT OF LAND DESCRIBED IN COOS COUNTY RECORD DEED INSTRUMENT NUMBER 2021 12794 BY ADJUSTING INTO THE UNIT OF LAND DESCRIBED IN COOS COUNTY RECORD DEED INSTRUMENT NUMBER 2012-7647.

THE PROCEDURE WAS TO LOCATE AND RE-RECORD MONUMENTS PER CS NO. 7A128. I THEN SET IRON RODS TO MONUMENT THE ADJUSTED LINE AS DIRECTED BY THE OWNER.

EQUIPMENT USED WAS A NIKON DTM 522 TOTAL STATION WITH TDS RANGER DATA COLLECTOR.

ASSISTING PERSONNEL WERE PAT COY, JOHN RONDEAU AND KYLE PATRIZIO.

STEPHEN & JANIENE BRUCE
AREA BEFORE: ±4.98 AC
AREA AFTER: ±7.85 AC
TM: 24S-13W-11
TL: 1100
INST. NO.: 2021-12794

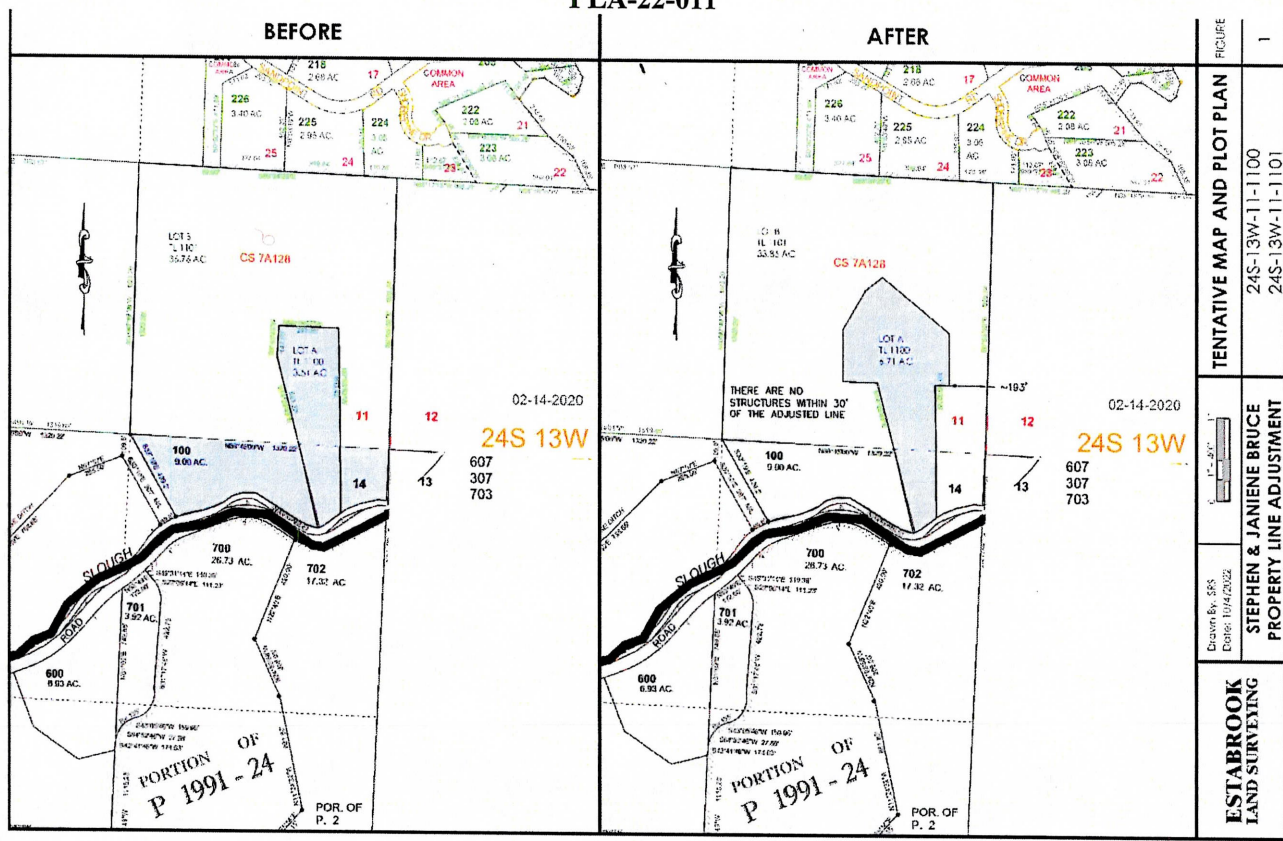
PETER BRILL AND BIANCA CHEVALER
TRUST CREATED BY TRUST AGREEMENT
DATED JANUARY 3, 2019
AREA BEFORE: ±36.76 AC
AREA AFTER: ±33.89 AC
TM: 24S-13W-11
TL: 1101
INST. NO.: 2019-188

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JUNE 30, 1995
JERRY LEE ESTABROOK
2703
EXPIRES 12/31/23

DRAWN BY: SRS DATE: 9/13/2022
CHECKED BY:
JOB NO.:

**EXHIBIT C
ADJUSTMENT MAP
PLA-22-011**



ESTABROOK LAND SURVEYING	Drafted By: SFS Date: 10/14/2022		TENTATIVE MAP AND PLOT PLAN	FIGURE 1
	STEPHEN & JANIENE BRUCE PROPERTY LINE ADJUSTMENT	24S-13W-11-1100 24S-13W-11-1101		

ORMAP Find address, Map Number, To

- + (Zoom In)
- (Zoom Out)
- Home
- Location
- Previous View
- Next View

Map navigation controls: Full Screen, Rotate



Coos County

4.204 43.498 Degrees
 100m
 300ft

Mobile navigation bar with left and right arrows

Attachment F

Marler Appraisal Services, Inc.
P.O. Box 1496
Coos Bay, OR 97420

08/20/2020

Lawrence Finneran LLC
405 N 5th Street
Coos Bay, OR 97420

Re: Property: 69004 Sandpoint Rd
North Bend, OR 97459
Borrower:
File No.: Higginbotham

In accordance with your request, I have appraised the above referenced property. The report of that appraisal is attached.

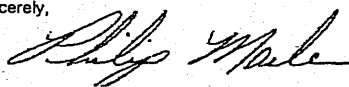
The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

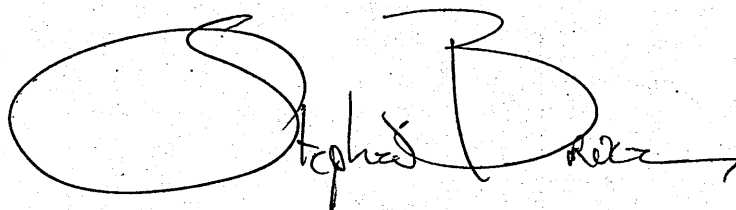
The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me if I can be of additional service to you.

Sincerely,



Philip Marler



File No. NB-15301

Lawrence Finneran LLC
405 N 5th Street, P.O. Box 359, Coos Bay, OR 97420

RE: 69004 Sandpoint Rd

Thank you for the opportunity to provide you with an appraisal report for the above listed property.

The comparable properties detailed in the Sales Comparison Analysis are as close to comparable as possible considering the available sales from the marketplace. It is not always possible to find an exact match to the subject property that has sold within the past 12 months.

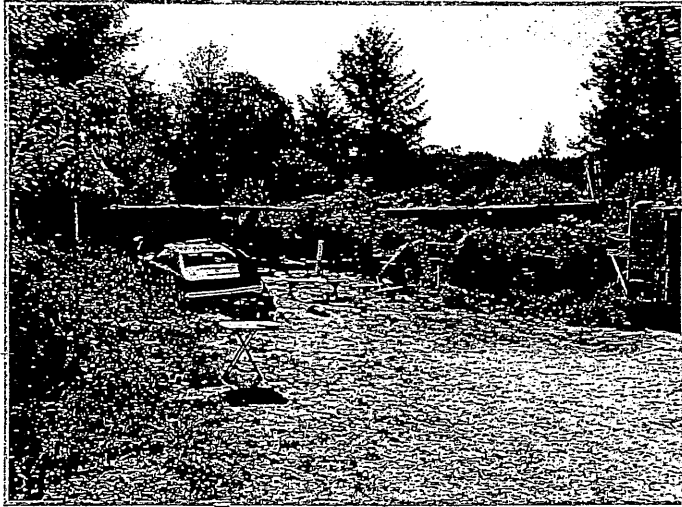
I have attempted to find comparable sales that were similar in as many elements of comparison as possible, such as lot size, square footage, age, quality, condition and amenities. Obviously, it is not always possible to find an exact match in every element of comparison.

While none of the properties detailed in this analysis are exactly like the subject, they do provide a good reference source on which to base an estimate of market value.

I appreciate this opportunity to provide this service to you. Please feel free to contact me if you need anything further.

Sincerely,

Philip Marler
State Certified Residential Appraiser
#CR00125



Appraisal Report

69004 Sandpoint Rd
North Bend, OR 97459

Marler Appraisal Services, Inc.
(541) 269-1474
<http://www.marlerappraisals.com>

Appraised Value as of:	08/18/2020
\$	49,000 <i>24,000</i>

FEATURES

Style/Design: **Rambler**
Living Area (Sq.Ft.): **560**
Total Bedrooms: **1**
Year Built: **1960**
Condition:

Lot Size:
Neighborhood: **Hauser**
Total Baths: **1.0**
Effective Age: **60**
Date of Report: **08/20/2020**

PREPARED FOR

Client: **Lawrence Finneran LLC**
Address: **405 N 5th Street**
City: **Coos Bay**
Phone: **(541) 269-5565**
E-mail: **finneranlaw@gmail.com**

P.O. Box 359
State: **OR** Zip: **97420**
Fax: **(541) 269-7902**

PREPARED BY

Appraiser's Signature

Name: **Philip Marler**
Designation: **Certified Residential Appraiser**
Certification or License #: **CR00125**
Expiration Date: **03/31/2022** ST: **OR**
E-mail: **phil@marlerappraisals.com**

FILING

Client File #:

Appraiser File #: **NB-15301**

The value opinion expressed above is only valid in conjunction with the attached appraisal report. This value opinion may be subject to Hypothetical Conditions and/or Extraordinary Assumptions as indicated in the body of the report. A true and complete copy of this Summary Appraisal Report contains 25 pages.

RESIDENTIAL APPRAISAL REPORT

SUBJECT PROPERTY IDENTIFICATION

Property Address: 69004 Sandpoint Rd City: North Bend
 State: OR Zip Code: 97459 County: Coos
 Legal Description of Real Property: Metes and Bounds (full legal not provided)
 Tax Assessor's Parcel #: 165700;168601 R.E. Taxes: \$ 515 Tax Year: 2019
 Special Assessments: \$ 0 Current Owner of Record: Trek S Higginbotham
 Occupancy: Owner Tenant Vacant Current Occupant (if occupied): Trek S Higginbotham
 Project Type (if applicable): Planned Unit Development Condominium Cooperative
 Home Owners' Association Membership Fees (if applicable): \$ 0 per year per month
 Market Area Name: Hauser Map Reference: 24-13-11/1100+ Census Tract: 0001.00

ASSIGNMENT

The purpose of this appraisal is to develop a Current opinion of Market Value (as defined elsewhere in this report).
 Property Rights Appraised: Fee Simple Leasehold Leased Fee Other (describe) _____
 Intended Use: This appraisal is intended for the sole use of the client.
 Intended User(s) (by name or type): The intended user is the within named client.
 Client: Lawrence Finneran LLC Address: 405 N 5th Street, P.O. Box 359, Coos Bay, OR 97420
 Appraiser: Philip Marler Address: PO Box 1496, Coos Bay, OR 97420-0332

MARKET AREA DESCRIPTION

Location: Urban Suburban Rural Built Up: Over 75% 25-75% Under 25%
 Growth Rate: Rapid Stable Slow Property Values: Increasing Stable Declining
 Demand/Supply: Shortage In Balance Over Supply Marketing Time: Under 3 Mos. 3-6 Mos. Over 6 Mos.
 Typical One-Unit Housing Ranges: Price: (\$) Low 50,000 High 1,000,000 Predominant 350,000
 Age: (yrs.) Low 0 High 90 Predominant 50
 Present Land Use: One-Unit: 98% 2-4 Unit: 1% Multi-Unit: 0% Comm'l: 1%
 Change in Land Use: Not Likely Likely * Is Changing * * To: _____

Market Area Comments:
Mortgage money is readily available in the market at rates and terms acceptable to most participants. The Oregon Coast residential market is stable. Marketing times are less than 6 months for appropriately priced properties.

SALE / TRANSFER / LISTING HISTORY OF SUBJECT PROPERTY

My research: Did Did not reveal any prior sales or transfers of the subject property for the three years prior to the Effective Date of this appraisal. Data Source(s): County Records

	1st Prior Sale / Transfer	2nd Prior Sale / Transfer	3rd Prior Sale / Transfer
Date of Prior Sale / Transfer:	_____	_____	_____
Price of Prior Sale / Transfer:	_____	_____	_____
Source(s) of Prior Sale / Transfer Data:	<u>County Records</u>	_____	_____

Analysis of sale / transfer history, any current agreements of sale or listing, and listing history (if relevant):
The subject property has not sold in the past 3 years and none of the comparable sales have sold in the 12 months prior to their listed sale dates.

Client: Lawrence Finneran LLC Client File No.: _____ Appraiser File No.: NB-15301

RESIDENTIAL APPRAISAL REPORT

SALES COMPARISON APPROACH TO VALUE

For the Sales Comparison Approach, the appraiser selects comparable sales that they consider the best matches to the subject in terms of physical characteristics, physical proximity, and time of sale. The appraiser then makes adjustments to the known sale price of each comparable sale to account for differences that are recognized by the market. For example, if the subject has a single bathroom but a comparable has 2, the comparable's sale price would be reduced by the attributable value given to the extra bathroom based on the market's reaction. Likewise, if a comparable sale has a smaller square footage than the subject, its sale price would be adjusted upward in the same manner. By weighting and reconciling these adjusted sales prices together, an opinion of value for the subject can be determined.

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	69004 Sandpoint Rd North Bend, OR 97459	93850 Raymond Ln North Bend, OR 97459		67765 N Bay Rd North Bend, OR 97459		71596 Laskey Rd North Bend, OR 97459	
Proximity to Subject		1.70 miles N		1.40 miles S		4.83 miles N	
Sale Price	\$	\$ 65,550		\$ 89,000		\$ 95,000	
Sale Price / GLA	\$ /Sq.Ft.	\$ 50.58/Sq.Ft.		\$ 51.09/Sq.Ft.		\$ 103.04/Sq.Ft.	
Data Source(s)		RMLS#19130085;DOM 32		RMLS#19519999;DOM 124		RMLS#18541939;DOM 152	
ADJUSTMENT ITEMS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.
Sales or Financing		Cash		Cash		Cash	
Concessions		None		None		None	
Date of Sale / Time		12/20/2019		11/01/2019		12/06/2019	
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	Rural Res	Rural Res		Rural Res		Rural Res	
Site	4.93 ac	1.49 ac	0	1.75 ac	0	1.09 ac	0
View	Wooded	Wooded		Wooded		Wooded	
Design (Style)	Rambler	Doublewide	0	Rambler		Rambler	
Quality of Construction	Average	Average		Average		Average	
Age	60	30	0	65	0	58	0
Condition	Poor	Poor		Poor		Fair	-18,440
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
Room Count	3 1 1.0	0 0 2.0	0	7 4 2.0	0	5 2 1.1	0
Gross Living Area	560 Sq.Ft.	1,296 Sq.Ft.	-22,080	1,742 Sq.Ft.	-35,460	922 Sq.Ft.	-10,860
Basement Total Area	0	0		0		0	
Functional Utility	Poor	Poor		Average	0	Average	0
Heating / Cooling	None	None		None		Electric/None	-10,000
Energy Efficient Items	None	None		None		None	
Garage / Carport	None	None		Poor Garage	0	Carport	-5,000
Porch / Patio / Deck	None	None		None		None	
Additional Features	Barn, Shed	None	0	None	0	None	0
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -22,080	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -35,460	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -44,300
Adjusted Sale Price of Comparables		Net 33.7% Gross 33.7%	\$ 43,470	Net 39.8% Gross 39.8%	\$ 53,540	Net 46.6% Gross 46.6%	\$ 50,700

Comments on the Sales Comparison Approach:

Adjustments are market extractions and not related to cost. There was a lack of sales in the marketplace so the search for sales had to be expanded to include those more than 6 months old and those situated more than one mile from the subject. The distance and sale date being more than 6 months is not indicative of the appraiser searching for a specific value, but is a result of the appraiser searching for the nearest sale that is in a competitive location and requires the fewest adjustments possible. The subject and comparables share similar locational characteristics and no location adjustment is warranted. Sale 3 is superior condition and is "saveable". It is adjusted \$20psf. Size adjustments are calculated at \$30psf. The sales offer a good illustration of the competition the subject faces in this market. A value conclusion of \$49,000 is considered most appropriate.

Appraiser's Indicated Value by the Sales Comparison Approach: \$ 49,000

Client: Lawrence Finneran LLC

Client File No.:

Appraiser File No.: NB-15301



RESIDENTIAL APPRAISAL REPORT

RECONCILIATION

Final Reconciliation of the Approaches to Value:

In developing this appraisal, the appraiser has incorporated only the Sales Comparison approach. The appraiser has excluded the Cost and Income approaches. The appraiser has determined that this appraisal process is not so limited that the results of the assignment are no longer credible.

This appraisal is made "as is"; subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed; subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed; subject to the following required inspection(s) based on the Extraordinary Assumption that the following condition or deficiency does not require alteration or repair:

This report is also subject to other Hypothetical Conditions or Extraordinary Assumptions as specified elsewhere in this report.

ATTACHMENTS

A true and complete copy of this report contains 25 pages, including all exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.

Attached Exhibits:

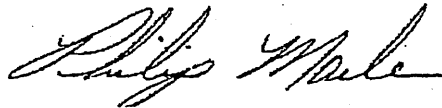
- | | | | |
|---|--|--|--|
| <input checked="" type="checkbox"/> Scope of Work | <input checked="" type="checkbox"/> Limiting Cond./Certification | <input type="checkbox"/> Narrative Addendum | <input checked="" type="checkbox"/> Photograph Addenda |
| <input checked="" type="checkbox"/> Sketch Addendum | <input checked="" type="checkbox"/> Map Addenda | <input type="checkbox"/> Cost Addendum | <input type="checkbox"/> Flood Addendum |
| <input type="checkbox"/> Additional Sales | <input type="checkbox"/> Additional Rentals | <input type="checkbox"/> Income/Expense Analysis | <input type="checkbox"/> Hypothetical Conditions |
| <input type="checkbox"/> Extraordinary Assumptions | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

OPINION OF VALUE

This Opinion of Value may be subject to other Hypothetical Conditions and / or Extraordinary Assumptions, if so indicated above. Based on the degree of inspection of the subject property as indicated below; the defined Scope of Work for this appraisal assignment; the attached Statement of Assumptions and Limiting Conditions; and the attached Appraiser's Certifications, my (our) Current Opinion of the Market Value (or value range), as defined elsewhere in this report, of the real property that is the subject of this report is: \$ 49,000, as of: 08/18/2020, which is both the Inspection Date and the Effective Date of this appraisal.

SIGNATURES

APPRAISER



SUPERVISORY APPRAISER (if required)
or CO-APPRAISER (if applicable)

Appraiser Name: Philip Marler
 Company: Marler Appraisal Services, Inc.
 Phone: (541) 269-1474 Fax: (541) 269-1474
 E-mail: phil@marlerappraisals.com
 Date of Report (Signature): 08/20/2020
 License or Certification #: CR00125 State: OR
 Designation: Certified Residential Appraiser
 Expiration Date of License or Certification: 03/31/2022
 Inspection of Subject: Interior & Exterior Exterior Only None
 Date of Inspection: 08/18/2020

Supervisory or
Co-Appraiser Name: _____
 Company: _____
 Phone: _____ Fax: _____
 E-mail: _____
 Date of Report (Signature): _____
 License or Certification #: _____ State: _____
 Designation: _____
 Expiration Date of License or Certification: _____
 Inspection of Subject: Interior & Exterior Exterior Only None
 Date of Inspection: _____

Client: Lawrence Finneran LLC

Client File No.:

Appraiser File No.: NB-15301



RESIDENTIAL APPRAISAL REPORT

RECONCILIATION

Final Reconciliation of the Approaches to Value:

In developing this appraisal, the appraiser has incorporated only the Sales Comparison approach. The appraiser has excluded the Cost and Income approaches. The appraiser has determined that this appraisal process is not so limited that the results of the assignment are no longer credible.

This appraisal is made "as is"; subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed; subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed; subject to the following required inspection(s) based on the Extraordinary Assumption that the following condition or deficiency does not require alteration or repair:

This report is also subject to other Hypothetical Conditions or Extraordinary Assumptions as specified elsewhere in this report.

ATTACHMENTS

A true and complete copy of this report contains 25 pages, including all exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.

Attached Exhibits:

- Scope of Work
- Sketch Addendum
- Additional Sales
- Extraordinary Assumptions
- Limiting Cond./Certification
- Map Addenda
- Additional Rentals
-
- Narrative Addendum
- Cost Addendum
- Income/Expense Analysis
-
- Photograph Addenda
- Flood Addendum
- Hypothetical Conditions
-

OPINION OF VALUE

This Opinion of Value may be subject to other Hypothetical Conditions and / or Extraordinary Assumptions, if so indicated above. Based on the degree of inspection of the subject property as indicated below; the defined Scope of Work for this appraisal assignment; the attached Statement of Assumptions and Limiting Conditions; and the attached Appraiser's Certifications, my (our) Current Opinion of the Market Value (or value range), as defined elsewhere in this report, of the real property that is the subject of this report is: \$ 49,000, as of: 08/18/2020, which is both the Inspection Date and the Effective Date of this appraisal.

SIGNATURES

APPRAISER

Appraiser Name: Philip Marler
 Company: Marler Appraisal Services, Inc.
 Phone: (541) 269-1474 Fax: (541) 269-1474
 E-mail: phil@marlerappraisals.com
 Date of Report (Signature): 08/20/2020
 License or Certification #: CR00125 State: OR
 Designation: Certified Residential Appraiser
 Expiration Date of License or Certification: 03/31/2022
 Inspection of Subject: Interior & Exterior Exterior Only None
 Date of Inspection: 08/18/2020

SUPERVISORY APPRAISER (if required)
or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name: _____
 Company: _____
 Phone: _____ Fax: _____
 E-mail: _____
 Date of Report (Signature): _____
 License or Certification #: _____ State: _____
 Designation: _____
 Expiration Date of License or Certification: _____
 Inspection of Subject: Interior & Exterior Exterior Only None
 Date of Inspection: _____

Client: Lawrence Finneran LLC Client File No.: _____ Appraiser File No.: NB-15301



Higginbotham

Assumptions, Limiting Conditions & Scope of Work

File No.: NB-15301

Property Address: 69004 Sandpoint Rd	City: North Bend	State: OR	Zip Code: 97459
Client: Lawrence Finneran LLC	Address: 405 N 5th Street, Coos Bay, OR 97420		
Appraiser: Philip Marler	Address: PO Box 1496, Coos Bay, OR 97420-0332		

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

Certifications

File No.: NB-15301

Property Address: 69004 Sandpoint Rd City: North Bend State: OR Zip Code: 97459
 Client: Lawrence Finneran LLC Address: 405 N 5th Street, Coos Bay, OR 97420
 Appraiser: Philip Marler Address: PO Box 1496, Coos Bay, OR 97420-0332

APPRAISER'S CERTIFICATION

- I certify that, to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
 - The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
 - I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
 - Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
 - I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
 - My engagement in this assignment was not contingent upon developing or reporting predetermined results.
 - My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
 - My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
 - I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
 - Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
 - Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

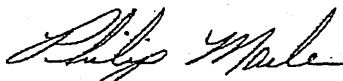
DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

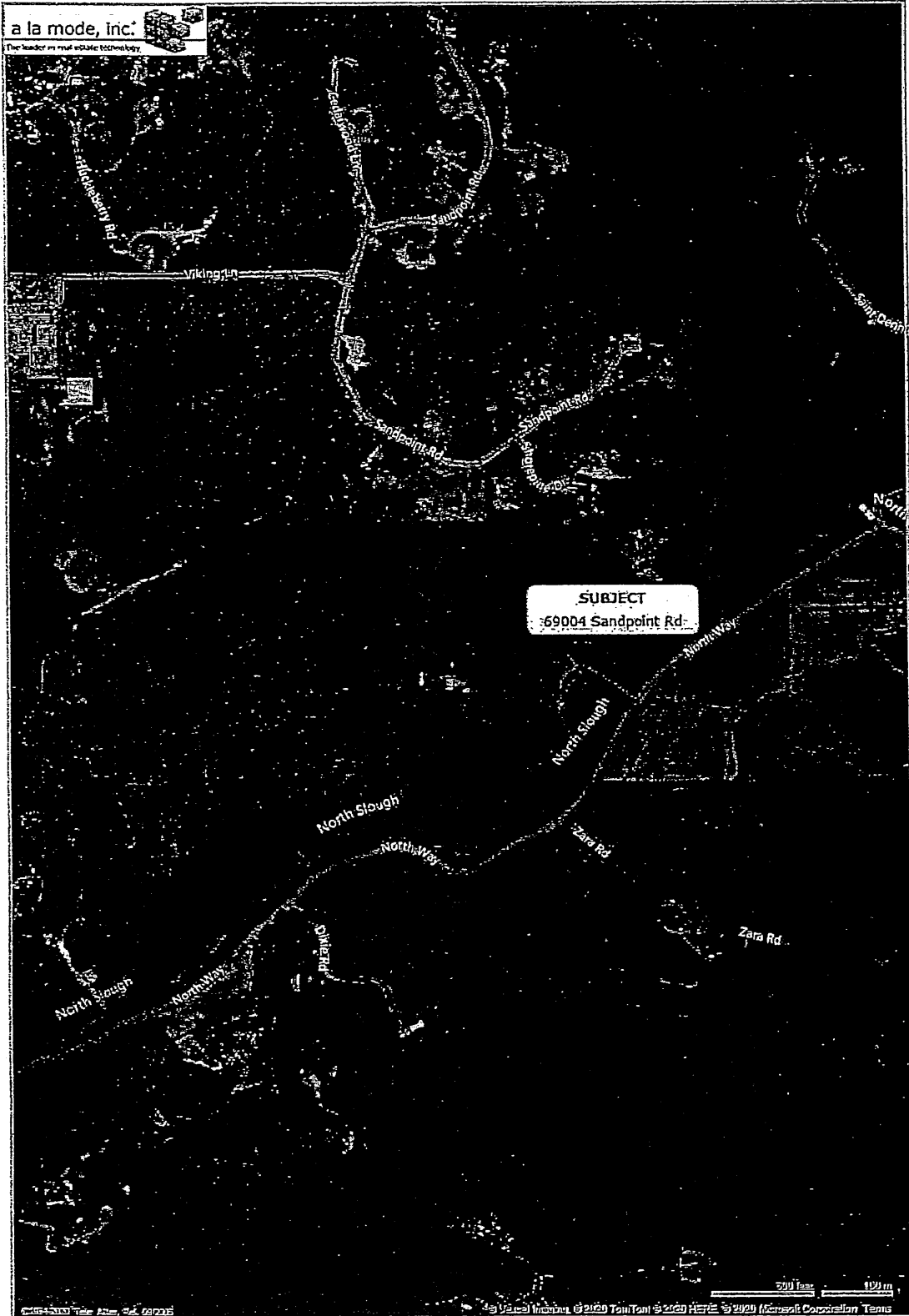
Client Contact: _____ Client Name: Lawrence Finneran LLC
 E-Mail: _____ Address: 405 N 5th Street, Coos Bay, OR 97420

<p>APPRAISER</p>  <p>Appraiser Name: Philip Marler Company: Marler Appraisal Services, Inc. Phone: (541) 269-1474 Fax: (541) 269-1474 E-Mail: phil@marlerappraisals.com Date Report Signed: 08/20/2020 License or Certification #: CR00125 State: OR Designation: Certified Residential Appraiser Expiration Date of License or Certification: 03/31/2022 Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: 08/18/2020</p>	<p>SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)</p> <p>Supervisory or Co-Appraiser Name: _____ Company: _____ Phone: _____ Fax: _____ E-Mail: _____ Date Report Signed: _____ License or Certification #: _____ State: _____ Designation: _____ Expiration Date of License or Certification: _____ Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: _____</p>
---	--



Aerial Map

Borrower			
Property Address	69004 Sandpoint Rd		
City	North Bend	County	Coos
		State	OR
		Zip Code	97459
Lender	Lawrence Finneran LLC		



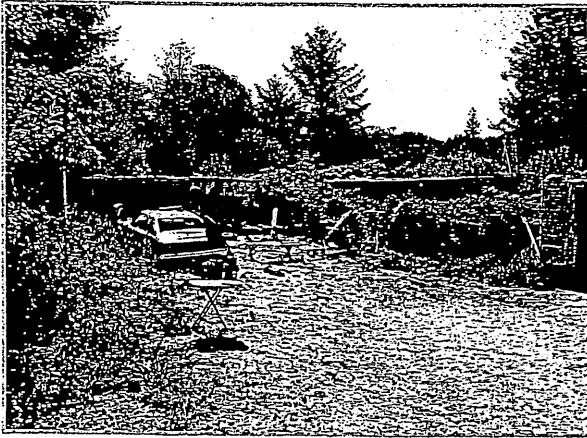
Flood Map

Borrower				
Property Address 69004 Sandpoint Rd				
City	North Bend	County	Coos	State OR Zip Code 97459
Lender Lawrence Finneran LLC				



Subject Photo Page

Borrower					
Property Address	69004 Sandpoint Rd				
City	North Bend	County	Coos	State	OR Zip Code 97459
Lender	Lawrence Finneran LLC				



Subject Front

69004 Sandpoint Rd
Sales Price
Gross Living Area 560
Total Rooms 3
Total Bedrooms 1
Total Bathrooms 1.0
Location Rural Res
View Wooded
Site 4.93 ac
Quality Average
Age 60



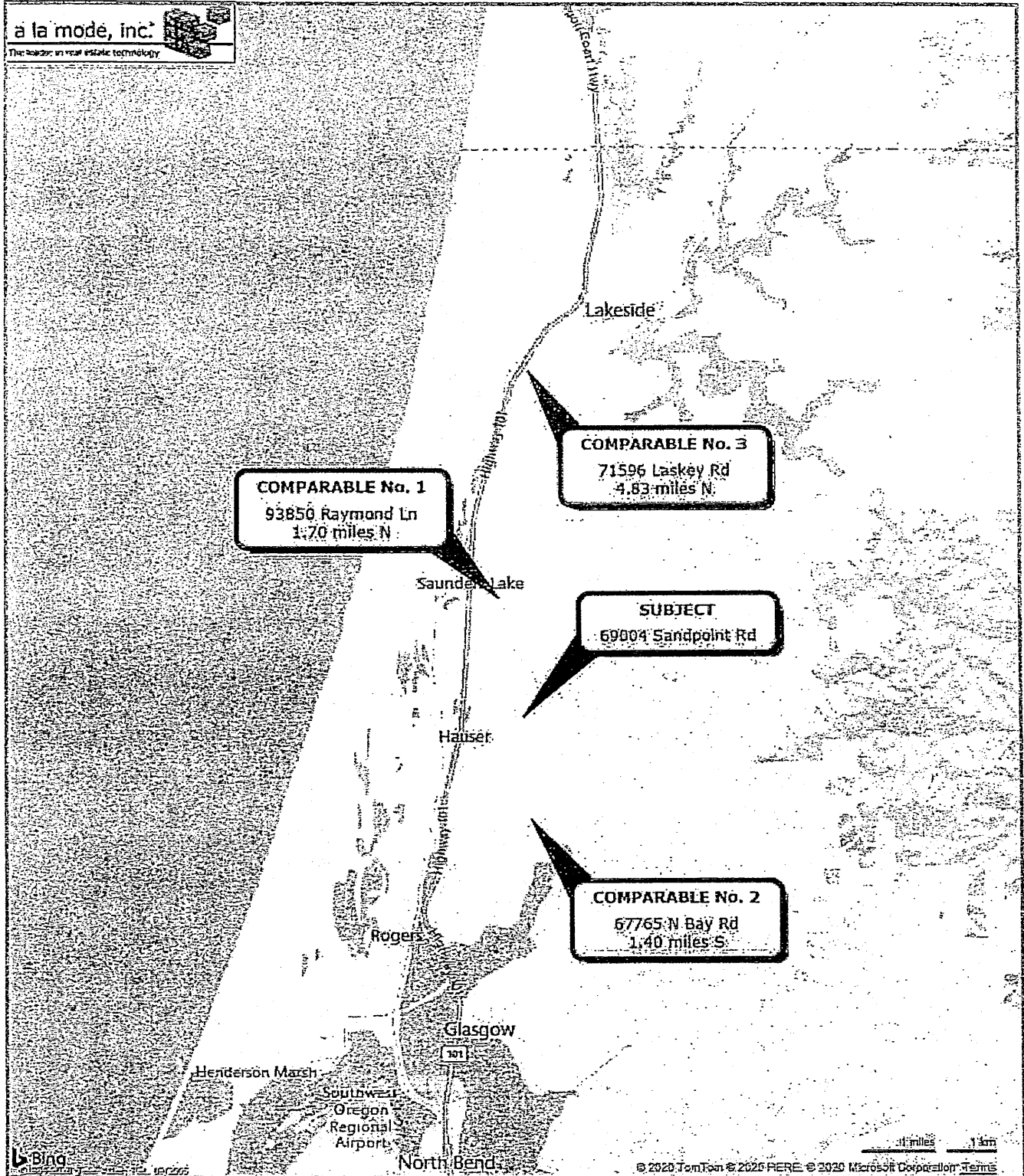
Subject Rear



Subject Street

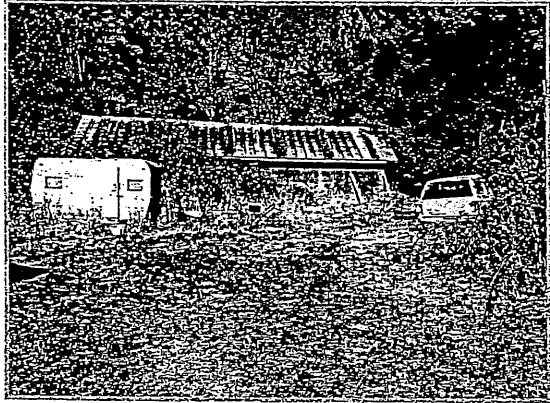
Location Map

Borrower							
Property Address	69004 Sandpoint Rd						
City	North Bend	County	Coos	State	OR	Zip Code	97459
Lender	Lawrence Finneran LLC						



Photograph Addendum

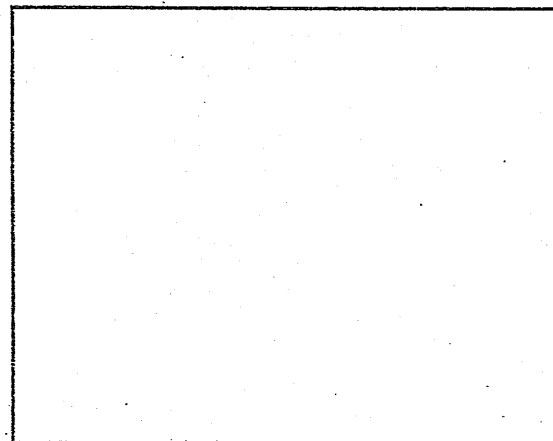
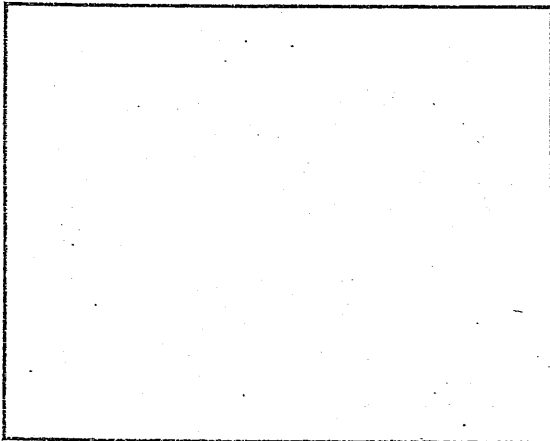
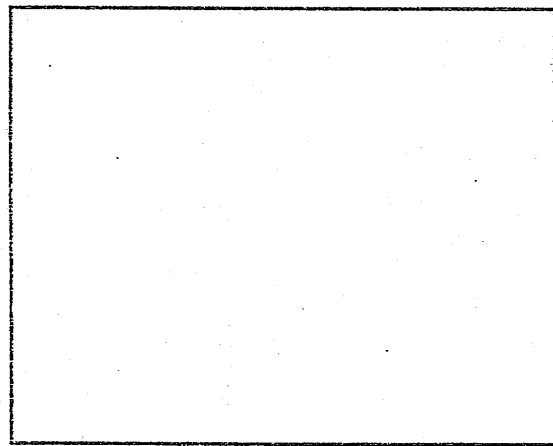
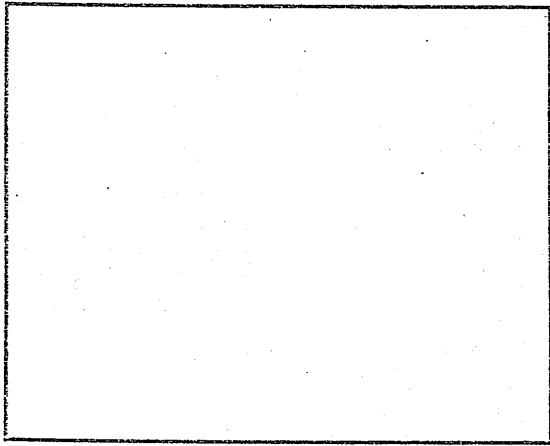
Borrower					
Property Address	69004 Sandpoint Rd				
City	North Bend	County	Coos	State	OR Zip Code 97459
Lender	Lawrence Finneran LLC				



Shed

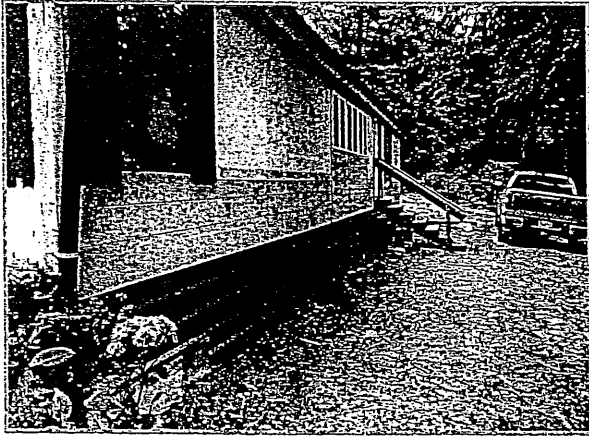


House Interior



Comparable Photo Page

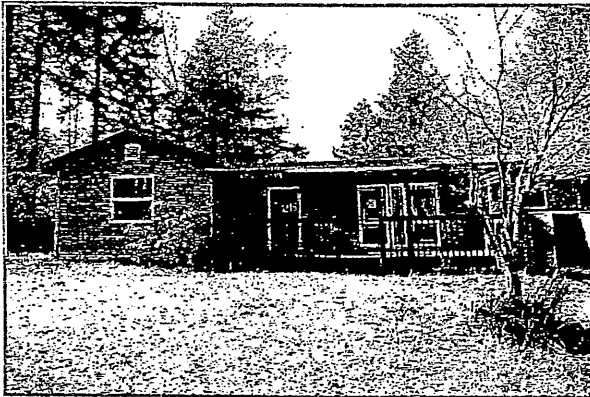
Borrower				
Property Address	69004 Sandpoint Rd			
City	North Bend	County	Coos	State OR Zip Code 97459
Lender	Lawrence Finneran LLC			

**Comparable 1**

93850 Raymond Ln
 Prox. to Subject 1.70 miles N
 Sale Price 65,550
 Gross Living Area 1,296
 Total Rooms 0
 Total Bedrooms 0
 Total Bathrooms 2.0
 Location Rural Res
 View Wooded
 Site 1.49 ac
 Quality Average
 Age 30

**Comparable 2**

67765 N Bay Rd
 Prox. to Subject 1.40 miles S
 Sale Price 89,000
 Gross Living Area 1,742
 Total Rooms 7
 Total Bedrooms 4
 Total Bathrooms 2.0
 Location Rural Res
 View Wooded
 Site 1.75 ac
 Quality Average
 Age 65

**Comparable 3**

71596 Laskey Rd
 Prox. to Subject 4.83 miles N
 Sale Price 95,000
 Gross Living Area 922
 Total Rooms 5
 Total Bedrooms 2
 Total Bathrooms 1.1
 Location Rural Res
 View Wooded
 Site 1.09 ac
 Quality Average
 Age 58

USPAP ADDENDUM

Higginbotham
File No. NB-15301

Borrower				
Property Address	69004 Sandpoint Rd			
City	North Bend	County	Coos	State OR Zip Code 97459
Lender	Lawrence Finneran LLC			

This report was prepared under the following USPAP reporting option:

Appraisal Report This report was prepared in accordance with USPAP Standards Rule 2-2(a).

Restricted Appraisal Report This report was prepared in accordance with USPAP Standards Rule 2-2(b).

Reasonable Exposure Time
My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 60 days.

Additional Certifications
I certify that, to the best of my knowledge and belief:

I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Additional Comments

Pursuant to OAR 161-025-0060, comparable sales analyzed in this appraisal report were not confirmed by a party to the transaction or an agent or representative of a party to the transaction aside from the data presented in the RMLS by the agent(s) involved, unless otherwise indicated.

APPRAISER:

Signature: *Philip Marler*

Name: Philip Marler

Date Signed: 08/20/2020

State Certification #: CR00125

or State License #: _____

State: OR

Expiration Date of Certification or License: 03/31/2022

Effective Date of Appraisal: 08/18/2020

SUPERVISORY APPRAISER: (only if required)

Signature: _____

Name: _____

Date Signed: _____

State Certification #: _____

or State License #: _____

State: _____

Expiration Date of Certification or License: _____

Supervisory Appraiser Inspection of Subject Property:

Did Not Exterior-only from Street Interior and Exterior

Supplemental Addendum

File No. NB-15301

Borrower					
Property Address 69004 Sandpoint Rd					
City	North Bend	County	Coos	State	OR Zip Code 97459
Lender Lawrence Finneran LLC					

Clarification of Assumptions, Limiting Conditions, Certifications and Scope of Work

The following is noted in order to define terms as they are used in the appraisal report. This is not intended to be a modification of the certification, but a clarification, which is required to be in compliance with USPAP.

The pre-printed appraisal form was used to report the results of my appraisal. The scope of work explanations discussed here and within the body of the report further define, clarify and document what the appraiser did and or did not do in order to develop the appraisal and report the value opinion, based on the complexity of this appraisal assignment and or as a result of a supplementary Agreement or Engagement Letter as accepted by the appraiser and client identified within the appraisal report.

If no written specific and or supplemental Scope of Work was agreed upon with the client (prior to accepting the assignment, by formal engagement letter and included in this report) the Scope of Work outlined here and within the report, is considered to be representative of what typical users of appraisal services would require and in general, what appraisers would provide as reasonable, acceptable and sufficient for the stated intended user's needs.

SCOPE OF WORK: It should be noted that the Appraiser conducted a visual inspection of only the readily accessible areas of the property, viewing only those components of the property which were clearly visible from the ground or floor level. Unless otherwise noted, no tests were made of the mechanical, plumbing and electrical systems as such tests are not within the standard guidelines of FNMA or FHLMC. Comments on the condition of the foundation, roof, exterior, interior, floors, mechanical, plumbing, electrical, insulation and all other matters relating to the construction of the subject property is based on a casual observation only and which may have been limited by the placement of personal property, furnishings, etc. so as to preclude observation of the items blocked by same. Unless otherwise noted, there was no observation of the attic, crawl space or other areas that would not be visible by the typical visitor to the home and or components that are hidden within walls.

Although the report may cite a general rating of the adequacy and or condition (based on observation only) it should be clearly understood that these statements are a general guide for comparison purposes (as part of the valuation process) and are not a detailed report on the physical and or operational condition of these items. The appraiser is not an expert in these matters and any opinion stated is advisory based only upon observation. **This report is not a home inspection.** While others may choose to rely on the report, they should not rely on it to disclose condition and defects. Such knowledge goes beyond the scope of this appraisal and as such, comments on observed conditions given in this report should not be taken as a guarantee that a problem does not exist.

Where it states "inspect the neighborhood" the observation was limited to driving through the area and a representative number of streets, reviewing maps and other appropriate data including observing the comparables from the street, to determine the general factors that may or may not influence the value of the subject property and research to the extent further defined in the sections below.

HIGHEST AND BEST USE: The Uniform Standards of Professional Appraisal Practice (USPAP) does not have a definition for highest and best use. However, if an appraisal report is prepared, it requires the appraiser to summarize the support and rationale for that opinion.

Highest and Best Use is that use that is legally permissible, physically possible, financially feasible and is a maximum productive use.

The following factors were considered when developing my opinion of Highest and Best Use:

1. Existing land use regulations.
Probability for modification to land use regulation. It is unlikely that the existing zoning will be modified in the foreseeable future.

2. Economic demand.

Supply/demand are indicated in balance. There is demand for residential homes in this neighborhood.

3. Physical adaptability of the real estate.

Property improvements are in keeping with the market and have been reasonable well maintained. There is no immediate need for additional modifications, alterations or demolition and redevelopment. The property zoning, location, configuration and adjoining uses suggest the subjects present use is also its highest and best use. The value of the subject land as vacant is lesser than the value of the site. The site has utilities and the necessary components to make the vacant land available for residential use. Any other potential use of the subject property as vacant is either not permitted or speculative in nature requiring prohibitive investment costs.

4. Neighborhood trends.

The size of the subject lot and the quality and condition of the improvements are appropriate to the subject neighborhood. The subject lot cannot be further subdivided and the neighborhood is not zoned for commercial or agricultural use.

DETERMINATION OF "ARMS LENGTH TRANSACTION": An arm's length transaction is one in which the buyers and sellers of a property act independently and do not have any relationship to each other. The concept of an arm's length transaction assures that both parties in the transaction are acting in their own self-interest and are not subject to any pressure or duress from the other party.

EXTENT OF DATA RESEARCH – SUBJECT PROPERTY: The appraiser personally inspected the interior and exterior of all improvements on the subject property. The appraiser personally measured the exterior of the subject improvements and entered those measurements into a computer program that calculates the square footage of the improvements (see building sketch page, attached). The appraiser has noted all improvements (residence, garage, outbuildings, fences, site improvements, etc) that were on the property at the time of inspection. Public records may, or may not, reflect the same square footage, number and description of outbuildings, or other improvements. Any

Supplemental Addendum

File No. NB-15301

Borrower					
Property Address	69004 Sandpoint Rd				
City	North Bend	County	Coos	State	OR Zip Code 97459
Lender	Lawrence Finneran LLC				

discrepancy between what was personally observed by the appraiser and what is reported in public records is not explained. The appraiser does not have access to the source(s) or details of those public records and cannot attest to their accuracy.

REPAIRS/DETERIORATION: The terms **deficiency** and **livability** have not been defined in the appraisal report. An effort was made to report **ONLY** those repair items that, in the appraiser's opinion, will affect safety, adequacy, and marketability of the property. Deterioration consistent with the age of the home has not been itemized.

COST APPROACH: The cost approach is typically utilized when improvements are new, near new or are of an unusual construction method. Additionally, the cost approach is only considered appropriate when sufficient land; building sites, etc. are available to a potential purchaser so as to make construction of improvements similar to the subject, a viable alternative to purchasing the subject. In areas where vacant sites (similar to the subject property in location, zoning, use and utility) are not available to a potential purchaser, use of the cost approach and reliability on the same as a value indicator could be misleading. In cases where the Cost Approach is not required (per USPAP) or deemed necessary to the development of a reliable value opinion, the cost approach has been excluded and such exclusion has been so stated with the body of the report.

If the cost approach was used it represents the "replacement cost estimate," and is for "valuation purposes only." As such, it should not be relied upon for insurance purposes. The definition of "market value" in this report is not consistent with the definition of "insurable value." If the cost approach was presented, a cost service such as "Marshall & Swift" (or other similar source), as well as local contractor estimates, was used to develop the estimate. The site value opinion is based on one of several methods: extraction, allocation, the developmental method or from a review and analysis of sales of similar sites within the market area.

EFFECTIVE AGE AND REMAINING ECONOMIC LIFE: Effective age is an estimate of the actual age of properties that the subject would compete with on the open market. Effective age and remaining economic life are considered a qualitative estimate. They are based on the interior inspection of the home, updating and maintenance of the home and appraisers experience and market familiarity.

INCOME APPROACH: The income approach is typically utilized when sufficient investor owned properties exist with the subject's immediate area or neighborhood and when investors regularly acquire such properties that are similarly desirable to the subject for the express purpose of the investment income they provide. While rental properties may exist within any area, their existence alone should not be considered as evidence of a viable rental and investor marketplace. As such, in areas dominated by "owner occupied" units, it may not be appropriate to present or employ the income approach, unless the approach clearly represents the motivations and actions of investors in the marketplace as it relates to the subject property and immediate area. If the approach is included within the report, it was because sufficient data was found to support conclusions by the appraiser(s) that it was appropriate and meaningful to the analysis and value opinion. If the approach was not included, it was the appraiser's opinion that the data was insufficient to provide a useful and meaningful conclusion.

EXTENT OF DATA RESEARCH – SALES/LISTINGS: Sales and listings of the subject property and comparables have been researched, verified, analyzed, and reported in compliance with Certifications contained on the pre-printed form. Sales data (including listed, closed, pending and expired listings) of properties that are geographically, physically, functionally and economically similar to the subject property and that are sufficiently recent to reflect current buyer and seller actions were researched and considered. If necessary and applicable, the appraiser also researched data on comparable land and improved sales, income and expense information and construction costs; confirmed comparable sales information (as noted under **"EXTENT OF INFORMATION VERIFICATION,"** (see next section) and analyzed the information in applying the approach (es) used.

Depending upon the availability and reliability of various data sources, the appraiser used any combination of reasonably available information from city/county records, real estate agents, owner's comments, buyer's description, assessor's records, multiple listing service (MLS) data, brochures, web site listings and visual observation to identify the relevant characteristics of the subject property. Comparables were selected based on physical, functional, economic and location characteristics with the sales cited in the report considered to be most relevant to the analysis of subject property. These sales were adjusted to the subject to reflect the market's reaction to differences (if any).

EXTENT OF INFORMATION VERIFICATION: Representative samples of disinterested sources for information and data verification include but are not limited to County/City online records – Recorder, Treasurer, Zoning, GIS, Online Assessor Property Databases – Sales, Property Characteristics, Personal observation – Condition, Location, Physical attributes, Real Estate Transaction Declaration documents – Sale date, Personal property. In addition, the subject's market area was examined to determine the demand for and marketability of the property within the subject's classification.

When and where possible, the applicable information was verified with sources deemed to be reliable and from a disinterested party or corroborated with a 3rd party source. In some cases, the motivations of the parties and other factors (terms, arms-length transactions, etc.) may not have been available and the data was used at "face value as factually accurate."

The appraiser was not supplied with a survey of the subject site and did not check the land records for recorded easements and have reported only apparent easements and encroachments. Unless otherwise stated within the report, no effort was made to ascertain whether the subject is located within the appropriate setbacks, as dictated by zoning, building or other regulations.

Supplemental Addendum

File No. NB-15301

Borrower					
Property Address	69004 Sandpoint Rd				
City	North Bend	County	Coos	State	OR Zip Code 97459
Lender	Lawrence Finneran LLC				

PUBLIC / PRIVATE DATA SOURCES: I have access to public data; the local Multiple Listing Service; a nationally recognized cost estimation service; FNMA flood data and maps; and private information contained within my office files considered necessary and appropriate for this assignment.

ADVERSE FACTORS: As cited in the "Assumptions & Limiting Conditions," is subjective and subject to broad interpretation. Many properties will have some form of physical depreciation, deficiency or livability issues, dependent upon the motivations and standards of the party observing the property. A property may also be impacted to varying degrees by a wide-range of factors internal or external to the property that could be considered "adverse" by someone.

Absent detailed written directives and specific guidelines from the lender/client, the appraiser made a visual inspection of the property and its market environment (as cited elsewhere in the Scope of Work) and noted factors that may impact the marketability and livability to potential buyers based upon the appraiser's knowledge of the market and or as evidenced by sales of properties with similar or comparable conditions. Such items noted in the report were considered within the valuation approaches that were applied to the analysis.

While some in the market may consider factors such as drug labs, registered sex offenders, criminal activity, interim rehabilitation facilities halfway houses or similar uses as "adverse," unless cited within the report, the appraiser has made no attempt to investigate or discover such activities as part of this assignment, unless such factors were readily apparent and obviously impacting the subject property as evidenced by market data. If the intended user has concerns in these areas, it is highly recommended that they secure this information from a reliable source.

DISCLOSURE/DISTRIBUTION: Regardless of who paid for this assignment, the intended user is only the lender/client stated within the report. The appraisal and report may be inappropriate for use by parties other than the intended user and could place them at risk. Despite the means of possession of the report, this appraisal should not be used or relied on by anyone other than the stated intended user and for the stated/intended purpose. "The Intended User of this appraisal report is the Lender/Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser."

THE VALUE OPINION: The value opinion stated in the report is based on my analysis as of the effective date shown in the report. The value opinion considers the productivity, economic and physical conditions of the property only as of the date of value cited. As market conditions change, this value opinion may not be valid in another time period. Personal property such as furnishings, equipment or other items that may be included with a sale or transfer of the property were excluded from the value unless such items are necessary for the operations of the property (garage door remotes, pool remotes, etc) and would normally be a part of the mechanical or operational equipment that is considered realty.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Condition Ratings and Definitions

C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

Quality Ratings and Definitions

Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Quality Ratings and Definitions (continued)

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.



Explanation of Bathroom Count

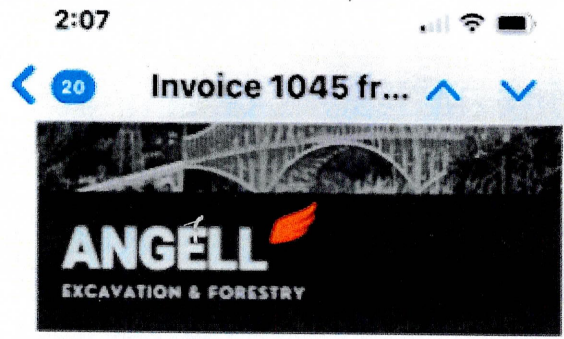
Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:

3.2 indicates three full baths and two half baths.

Appraiser License

	<p>Appraiser Certification and Licensure Board State Certified Residential Appraiser <i>28 hours of continuing education required</i></p>
<p>PHILIP N MARLER MARLER APPRAISAL SERVICES INC. PO BOX 1496 COOS BAY, OR 97420</p>	<p>License No.: CR00125 Issue Date: April 01, 2020 Expiration Date: March 31, 2022</p>
	<p> Chad Koch, Interim Administrator</p>



*Final Receipt
for Removal
of dwelling.*

Angell Excavation and Forestry

DUE 05/20/2022

\$525.00

Review and pay

Powered by QuickBooks

Dear Steven Bruce,

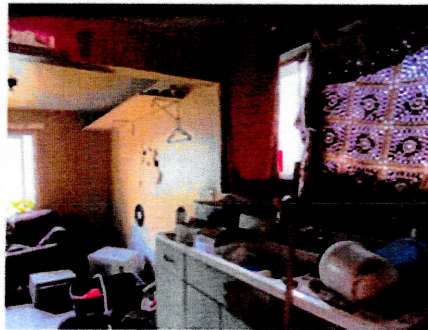
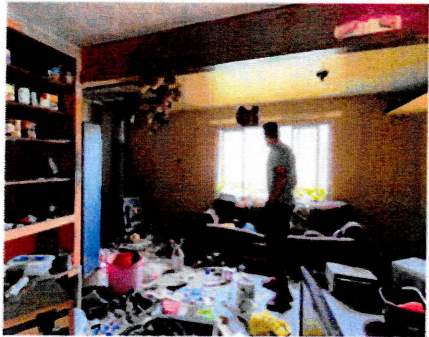
Here's your invoice! We appreciate your prompt payment. As discussed this invoice documents the final completion of all demolition.



Pictures of Former Site and House Prior to Excavation



Pictures of Former Site and House Prior to Excavation



PAGE #: 0001 OF 0005
INST#: 2001 2004 **

02/28/2001 11:48 REC FEE: \$46.00
COOS COUNTY, OR, TERRI TURI - COUNTY CLERK

After recording return to:
Tom Dooley
Menasha Development Corporation
P. O. Box 588
North Bend, OR 97459

EASEMENT

THIS EASEMENT is made and executed this 5 day of February 2001, by the Valley Crest Planned Community Owners' Association (the Association) and Margaret J. Gajda. In consideration of the agreements contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association and Gajda hereby agree as follows:

1. DEFINITIONS. For the purposes of this Easement, the following definitions shall apply:

- (a) Common Area. The term "Common Area" means the Common Area as defined in the Declaration
- (b) Declarant. The term "Declarant" means Menasha Development Corporation, a Wisconsin corporation authorized to do business in the State of Oregon.
- (c) Declaration. The term "Declaration" means the Declaration of Covenants, Conditions, and Restrictions for Valley Crest Planned Community, recorded at # 2001-2003 of the Official Records of Coos County, as may be further amended from time to time.
- (d) Easement Area. The term "Easement Area" means those portions of the Roads that are owned by the Association together with the two strips of land that cross the Common Area westerly of Lots 16 and 25 that are designated as an "easement" on the final recorded plat for the Valley Crest Planned Community, recorded on Feb. 28, 2001, at Vol 13 Pg 9, # 2001-2002 of the Official Records of Coos County.
- (e) Gajda Property. The term "Gajda Property" means the real property owned by Gajda and described on Exhibit 1, attached hereto and incorporated herein.
- (f) Lot. The term "Lot" means a Lot as defined in the Declaration.
- (g) Owner. The term "Owner" means any owner of one or more Lots.

(h) Roads. The term "Roads" means the Roads as defined in the Declaration.

2. EASEMENT.

(a) Grant of Easement. The Association hereby grants and conveys to Gajda a perpetual, non-exclusive easement (the "Easement"), as limited by the provisions of Section 2(b) below, over the Easement Area, for vehicular and pedestrian ingress and egress, and for the installation, maintenance and use of utilities for the benefit of the Gajda Property.

(b) Limitations on Easement. Pursuant to Section 2.b.i of the Declaration, the Association is authorized to adopt written rules governing the use and enjoyment of the Roads. Gajda shall comply with any such rules.

3. ASSESSMENTS.

(a) Annual Assessments.

(i) Authority to Assess. The Association shall have the authority to levy annual assessments against Gajda as if Gajda were an Owner of a Lot subject to the Declaration. However, such assessments shall be made only for property taxes and maintenance for the Roads. Gajda shall not be assessed for any other costs of the association.

(ii) Allocation. For purposes of allocation of the assessments for the property taxes and maintenance for the Roads among the Lots subject to the Declaration, Gajda shall be assessed an equal share as if the Gajda Property were a Lot subject to the Declaration. If the Gajda Property is divided into more than one parcel, then each of the resulting parcels shall be individually subject to this Easement, and each resulting parcel shall be treated as an individual Lot subject to the Declaration for purposes of allocating the assessments.

(iii) Billing. Assessments shall be billed annually. Gajda shall pay the amount billed to such Owner within 30 days after the date of billing.

(b) Records of Assessments. Gajda shall have the right to inspect Association records substantiating the amount of assessments made for property taxes and maintenance of the Roads at any reasonable time, after reasonable notice to the Secretary. Gajda may copy such records at Gajda's expense.

(c) Enforcement. Failure by Gajda to pay any assessment or other sum due to the Association shall be a default of this Easement by Gajda. Interest shall be charged on delinquent assessments at such rate the lower of: (a) twelve percent (12%) per annum; or (b) the highest rate permitted by applicable law.

(d) Association's Lien. If not paid when due, any assessment or other sum due from Gajda to the Association pursuant to this Easement shall, upon such due date, automatically become a continuing lien against the Gajda Property without any action by the Association being required. The lien shall secure payment of the assessment or other sum due plus interest, costs

and legal fees incurred by the Association in foreclosing upon the lien. The lien shall attach on the date when the assessment or other sum becomes due to the Association. The Association's lien foreclosure remedy shall be in addition to all other rights and remedies available by law or provided herein. The Association may record a lien claim against the Gajda Property for the purpose of giving notice to third parties, but the failure to record such a lien claim shall not affect the validity of the lien which shall run with and bind the Gajda Property. A recorded lien claim shall state the amount due, the name of the owner of the Gajda Property, the name of the Association, and the legal description of the Gajda Property. Concurrently with the recording of any lien claim, the Association shall give written notice of the recording of the lien claim to the owner of the Gajda Property. The Association may initiate an action to foreclose any such lien in any manner allowed by law, including, without limitation, as provided in ORS 94.709, as amended. Notwithstanding any other provision of this Declaration, the Association's lien shall be inferior, junior, and subordinate to the lien of any first mortgage or first trust deed encumbering the Gajda Property and tax and governmental assessment liens. Without limiting the generality of the foregoing, the sale or transfer of the Gajda Property under a decree of foreclosure pursuant to any such first mortgage or first trust deed, or acceptance of a deed in lieu of foreclosure, shall extinguish any lien imposed on the Gajda Property hereunder prior to the date of sale or transfer. Upon 10 business days' prior written request, the Association shall execute and deliver such reasonable documentation as any owner of the Gajda Property may request to confirm or evidence the existence and amount of any lien imposed by the Association.

4. MAINTENANCE; EXTRAORDINARY DAMAGE. Except as provided in Section 3, above, Gajda shall not be responsible for maintenance of the Roads. Gajda shall be solely responsible for maintaining those portions of the Easement Area that are not part of the Roads. Notwithstanding the provisions of Section 3 above, Gajda shall be responsible for any extraordinary damage to any portion of the Roads caused by Gajda or any of Gajda's successors, assigns, guests, agents or invitees, and Gajda shall repair such damage at Gajda's sole cost and expense.

5. TITLE EXCEPTIONS. The easement granted herein is conveyed by the Association subject to and subordinate to all exceptions to title, easements, covenants, encumbrances and other matters of any nature on file or of record in the Office of the Recorder of Coos County, Oregon; and the Association has not made, and does not make, any warranties of title, express or implied, with respect to the easement granted herein.

6. INDEMNITY. Gajda shall defend, indemnify and hold the Association harmless from any claim, loss, liability or expense (including discovery costs and other litigation costs, and reasonable attorneys' fees) that arise out of the intentional misconduct or negligence of Gajda, or any of Gajda's agents, invitees, contractors or tenants, in connection with their use of the Roads.

7. ATTORNEY FEES. In the event legal action is commenced in connection with this Easement, the prevailing party in such action shall be entitled recover its reasonable attorney fees and costs incurred at trial and on appeal. The term "action" includes action commenced in the bankruptcy courts of the United States and any other court of general or limited jurisdiction. The

reference to "costs" includes, but is not limited to, deposition costs, expert witness fees, out-of-pocket costs, title search and report expenses, survey costs, surety bonds and any other reasonable expenses.

8. SEVERABILITY. If any provision of this Easement is declared to be invalid or unenforceable to any extent, the remainder of this Easement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

9. SUCCESSORS AND ASSIGNS. This Easement, and all covenants and agreements contained herein, shall run with the land and shall be binding upon and inure to the benefit of the Association and Gajda, and their respective heirs, successors and assigns.

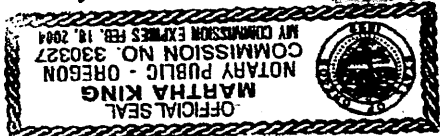
VALLEY CREST PLANNED COMMUNITY ASSOCIATION, by Declarant, Menasha Development Corporation, a Wisconsin corporation

By: [Signature]
Name: Glen Holcombe
Title: Vice President

[Signature]
Margaret J. Gajda

STATE OF Oregon)
County of Coos) SS.

The foregoing Easement was acknowledged before me this 5 day of Feb, 2001, by Glen Holcombe, as Vice President of Menasha Development Corporation, a Wisconsin corporation, on behalf of the corporation, as Declarant on behalf of Valley Crest Planned Community Association.



[Signature]
Notary Public
My Commission Expires: 2/18/04

STATE OF Oregon)
County of Coos) SS.

The foregoing Easement was acknowledged before me this 5 day of Feb, 2001, by Margaret J. Gajda.



[Signature]
Notary Public
My Commission Expires: 2/18/04

Exhibit 1

PROPERTY ADDRESS: 315 North Way, North Bend, OR 97459

VESTEE: MARGARET J. GAJDA

LEGAL DESCRIPTION: The SE 1/4 of the SE 1/4 of Section 11, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon.

Beginning at the corner of Sections 11, 12, 13 and 14, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence West 20 chains on the section line to the quarter quarter corner; thence South $33 \frac{1}{4}^{\circ}$ East 7.10 chains to the right bank of North Slough to a stake marked NM; thence up the right bank of said Slough to a point due South of the point of beginning; thence North 3.50 chains to the point of beginning.

ACCOUNT NO. 1657.00, 1657.90, 1685.00; Code No. 13-15, 13-17

UNOFFICIAL COPY

PAGE #: 0005 OF 0005
INST#: 2001 2004

02/28/2001 11:48 REC FEE: \$46.00
COOS COUNTY, OR, TERRI TURI - COUNTY CLERK

AFTER RECORDING SEND TO:

Troy Everett
69004 Sandpoint Road
North Bend, OR 97459

SEND TAX STATEMENTS TO:

Troy Everett
69004 Sandpoint Road
North Bend, OR 97459

CONSIDERATION: Settlement Agreement

WARRANTY DEED

Margaret J. Gajda, Grantor, does hereby grant, convey and warrants unto to Troy Everett, hereinafter known as the Grantee, her heirs and assigns, all of 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:

Beginning at a point on the right bank of North Slough, from which the 1-1/2 inch iron pipe for the corner of Sections 11, 12, 13 and 14, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon bears N 36°32'24" E a distance of 441.55 feet; thence N 0°55'52" W a distance of 40 feet, more or less, to a 5/8 inch iron rod; thence N 0°55'52" W a distance of 893.42 feet to a 5/8 inch iron rod; thence N 88°16'07" W a distance of 297.85 feet to a 5/8 inch iron rod; thence S 3°41'43" W a distance of 147.85 feet to a 5/8 inch iron rod; thence S 14°23'43" E a distance of 821.27 feet to a 5/8 inch iron rod; thence S 14°23'43" E a distance of 62 feet, more or less, to a point on the right bank of North Slough; thence northeasterly along the right bank of North Slough 122 feet, more or less, to the point of beginning.

TOGETHER WITH an easement thirty (30) feet in width for ingress and egress to and for one, single-family residence. Said easement is currently located over and across the existing roadway on Grantor's retained parcel, **Grantor specifically reserves the right to relocate this easement to another location to be determined by Grantor in the future, without the consent of Grantee.** Grantor's property, being more particularly described as follows:

Beginning at the 1-1/2 inch iron pipe for the corner of Sections 11, 12, 13 and 14, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence S 0°15'11" W a distance of 178.77 feet to a 5/8 inch iron rod; thence continuing S 0°15'11" W a distance of 52 feet, more or less, to the right bank of North Slough; thence southwesterly along the right bank of North Slough to a point which bears S 36°32'24" W a distance of 441.55 feet of the said section corner;

thence N 0°55'52" W a distance of 40 feet, more or less, to a 5/8 inch iron rod; thence N 0°55'52" W a distance of 893.42 feet to a 5/8 inch iron rod; thence N 88°16'07" W a distance of 297.85 feet to a 5/8 inch iron rod; thence S 3°41'43" W a distance of 147.85 feet to a 5/8 inch iron rod; thence S 14°23'43" E a distance of 821.27 feet to a 5/8 inch iron rod; thence S 14°23'43" E a distance of 62 feet, more or less, to a point on the right bank of North Slough; thence westerly along the right bank of North Slough to a stake marked "NM"; thence N 33-1/4° W a distance of 7.10 chains to a 2 inch aluminum cap at the East sixteenth corner of Sections 11 and 14; thence N 0°47'19" W a distance of 1323.20 feet to the 1 inch iron pipe at the Southeast sixteenth corner of Section 11; thence S 89°51'42" E a distance of 1317.21 feet to the 2 inch brass cap at the South sixteenth corner of Sections 11 and 12; thence S 0°55'52" E a distance of 1322.33 feet to the point of beginning.

GRANTEE HEREBY COVENANTS AND AGREES :

1. Maintenance of Roadways: The parcel being conveyed to Grantee is a parcel in a larger parcel owned by Grantor. It is Grantor's intent to develop the remaining property. Grantor or Grantor's successors in title or any home owner's association created by Grantor shall have the authority to levy annual assessments against the Grantee or Grantee's successor's in interest property. Grantee or her successors, however, shall be assessed only for their pro rata share of the costs of maintenance of the roads. As part of said assessment, Grantee and Grantee's successors in interest shall in addition pay their pro rata share of the annual assessment for roadway maintenance pursuant to the terms of that easement between Grantor and Valley Crest Planned Community Owners' Association, set forth in Easement Agreement recorded February 28, 2001, bearing Microfilm Reel No. 2001-2004, Records Coos County, Oregon.

1.1 Allocation: Until such time as Grantor commences development of Grantor's remaining parcel, Grantee or her successors shall be solely responsible for the maintenance of the existing roadway serving Grantee's parcel as well as the assessment from the Valley Crest Planned Community Owners' Association. Upon development of Grantor's remaining parcel, (defined as filing a plat or commencement of logging or construction on Grantor's remaining parcel), Grantee or her successors shall be responsible for a pro rata share of the costs of maintaining the roads and of the Valley Crest Planned Community Owners' Association assessment. As an example, if there are two parcels developed on Grantor's remaining parcel, Grantee shall pay 1/3 of the costs of maintaining the roads and 1/3 of the costs assessed by the Valley Crest Planned Community Owners' Association.

1.2 Billing: Grantee shall be billed annually and shall pay the amount billed within 30 days after the date of billing.

2. Records of Road Maintenance: Grantee shall have the right to inspect Grantor's records substantiating the amount of assessments made for maintenance of roads at any reasonable time after reasonable notice to Grantor and may make copies of such records at Grantee's expense.

3. Enforcement/Lien: Failure by Grantee to pay any assessment or other sum due to the Grantor shall be a default of this Easement by Grantee. Interest shall be charged on delinquent assessments at the highest rate permitted by applicable law. If not paid when due any assessment, road maintenance charge, due from Grantee to Grantor, shall upon such due date, automatically become a continuing lien against and attach to the Grantee's property without any action by the Grantor being required. The lien shall secure payment of the assessment or other sum due, plus interest, costs, and legal fees, including reasonably attorney fees, incurred by Grantor in foreclosing upon the lien. The Grantor's lien foreclosure remedy shall be in addition to all other rights and remedies available by law or provided herein. The Grantor may record a lien claim against the Grantee property for the purpose of giving notice to third parties, but the failure to record such a lien claim shall not affect the validity of the lien, which shall run with and bind the Grantee's property. Concurrently with the recording of any lien claim, the Grantor shall give written notice of the recording of the lien claim to the owner of the Grantee property. The Grantor may initiate an action to foreclose any such lien in any manner allowed by law, including, without limitations, as provided in ORS 94.709 as amended. Upon 30 days prior written request, Grantor shall execute and deliver reasonable documentation evidencing the existence and amount of any lien imposed under this agreement.

4. Damage: Grantee shall be solely responsible for any damage to any portion of the Roads on the Grantor's property or on the property of the Valley Crest Home Owners' Association caused by Grantee or any of Grantee's assigns, guest, agents, or invitees, and Grantee shall repair such damage at Grantee's sole cost and expense. Grantee shall defend, indemnify and hold the Grantor harmless from any claim, loss, liability or expense, (including litigations costs and reasonable attorneys' fees) that arise out of the intentional misconduct or negligence of Grantee, or any of Grantee's agents, invitees, contractors, or tenants, in connection with their use of the Roads.

5. Successors and Assigns: This easement, and all covenants and agreements contained herein shall run with the land. Shall be binding upon and inure to the benefits of Grantor and Grantee and their respective heirs, successors, and assigns.

6. Severability: If any provision of this Easement is declared to be invalid or unenforceable to any extent, the remainder of this Easement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

7. Attorney Fees: In the event legal action is commenced in connection with this Easement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred at trial and on appeal. The term "action" includes action commenced in the bankruptcy courts of the United States and any other court of general or limited jurisdiction. The reference to "costs" includes, but is not limited to, deposition costs, expert witness fees, out-of-pocket costs, title search and report expenses, survey costs, surety bonds, and any other reasonable expenses.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY,

UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OR NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

Dated this 23rd day of November 2007.

Margaret J. Gajda
Margaret J. Gajda, Grantor

Troy Everett
Troy Everett, Grantee

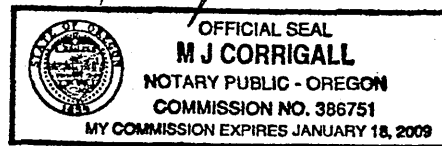
STATE OF OREGON)
) ss:
County of Coos)

On the 23rd day of November, 2007, personally appeared the above-named Margaret J. Gajda and acknowledged the above instrument to be her voluntary act and deed.

SUBSCRIBED AND SWORN to before me on 11-23, 2007.

M J Corrigan
Notary Public for Oregon

STATE OF OREGON)
) ss:
County of Coos)



On the 2nd day of January, 200⁰⁸7, personally appeared the above-named Troy Everett and acknowledged the above instrument to be her voluntary act and deed.

SUBSCRIBED AND SWORN to before me on January 2, 200⁰⁸7.

Tracy Ann Hoye
Notary Public for Oregon



3 mile ACCESS RD. COMING IN FROM SANDPOINT RD

T24S, R13W, Sec. 11, TL 1100
T24S, R13W, Sec. 14, TL. 101

TOPOGRAPHIC SURVEY ADJUSTMENT LOCATED IN THE SE 1/4 OF SECTION 11, TOWNSHIP 24 SOUTH, RANGE 13 WEST, W.M., COOS COUNTY, OREGON.

COOS COUNTY SURVEYOR
DATE RECEIVED _____
DATE ACCEPTED/FILED: _____
COOS COUNTY SURVEYOR

SURVEY FOR: STEPHEN BRUCE
48911 HWY 101
BANDON, OR 97411

SURVEY BY: ESTABROOK LAND SURVEYING INC.
PO BOX 574
LAKEVIEW, OR 97449

BASIS OF BEARING
THE BASIS OF BEARING IS ASSUMED PER CS NO. 7860.

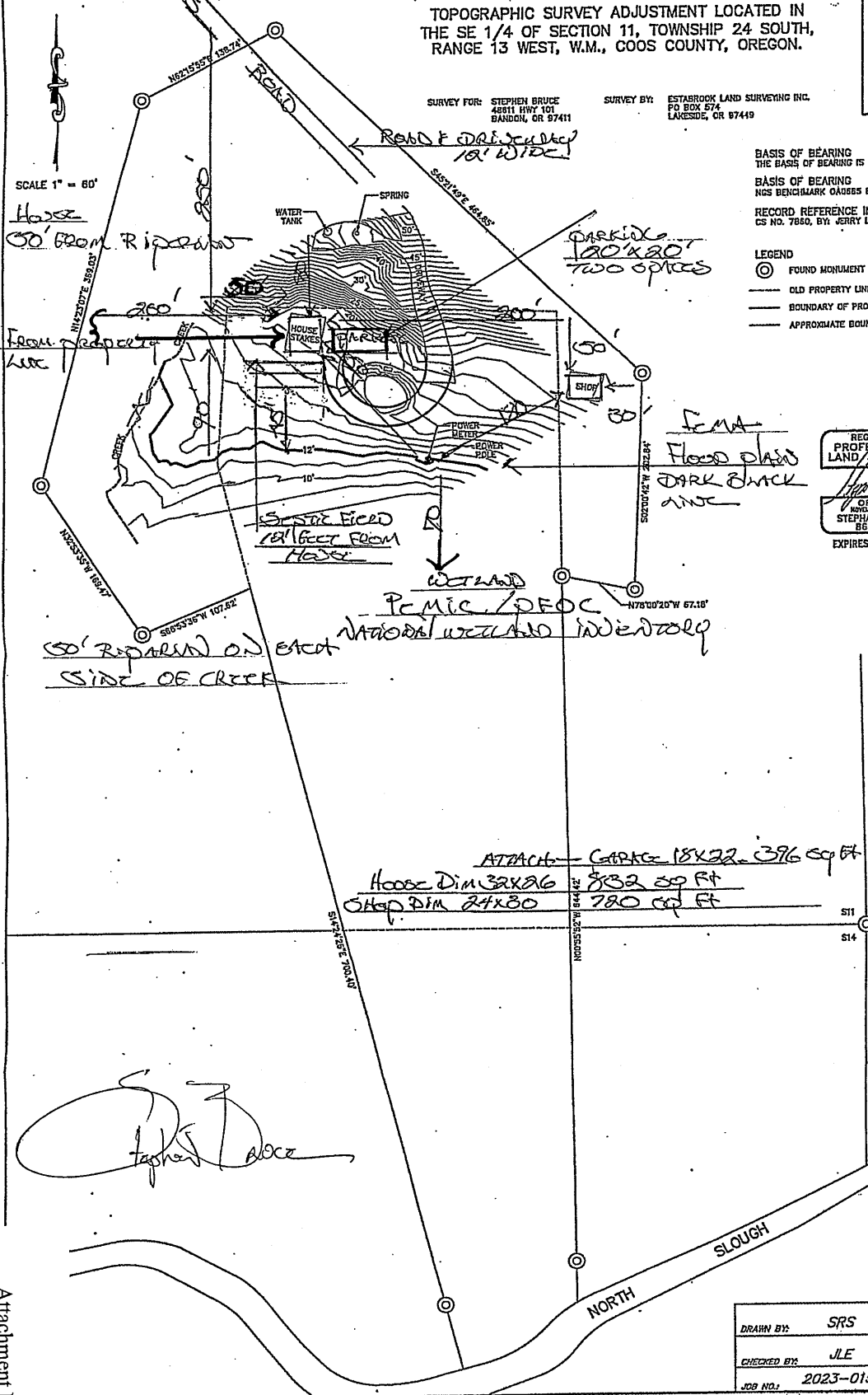
BASIS OF BEARING
NGS BENCHMARK 040885 ELEVATION = 40.27'

RECORD REFERENCE INFORMATION
CS NO. 7860, BY JERRY LEE ESTABROOK, DATED: SEP, 2022.

LEGEND

- ⊙ FOUND MONUMENT AS NOTED.
- OLD PROPERTY LINE.
- BOUNDARY OF PROPERTY SURVEYED.
- - - APPROXIMATE BOUNDARY OF UNSURVEYED PROPERTY.

REGISTERED PROFESSIONAL LAND SURVEYOR
Stephan P. Stys
OREGON
NOV 14 2012
STEPHAN P. STYS
B6454PLS
EXPIRES 06/30/24



Stephan P. Stys

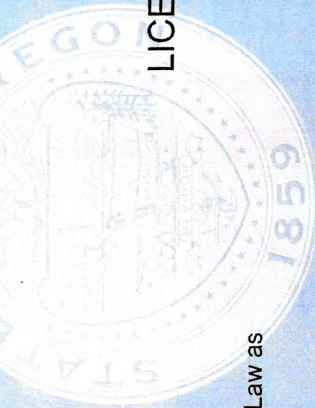
DRAWN BY:	SRS	DATE:	1/13/2023
CHECKED BY:	JLE	DRAWING NO.:	BRUCE
JOB NO.:	2023-015	SHEET:	1 of 1

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE

This document certifies that:

STEPHEN RAY BRUCE
48611 HWY 101
BANDON OR 97411

is licensed in accordance with Oregon Law as
Residential General Contractor











LICENSE NUMBER: 203792

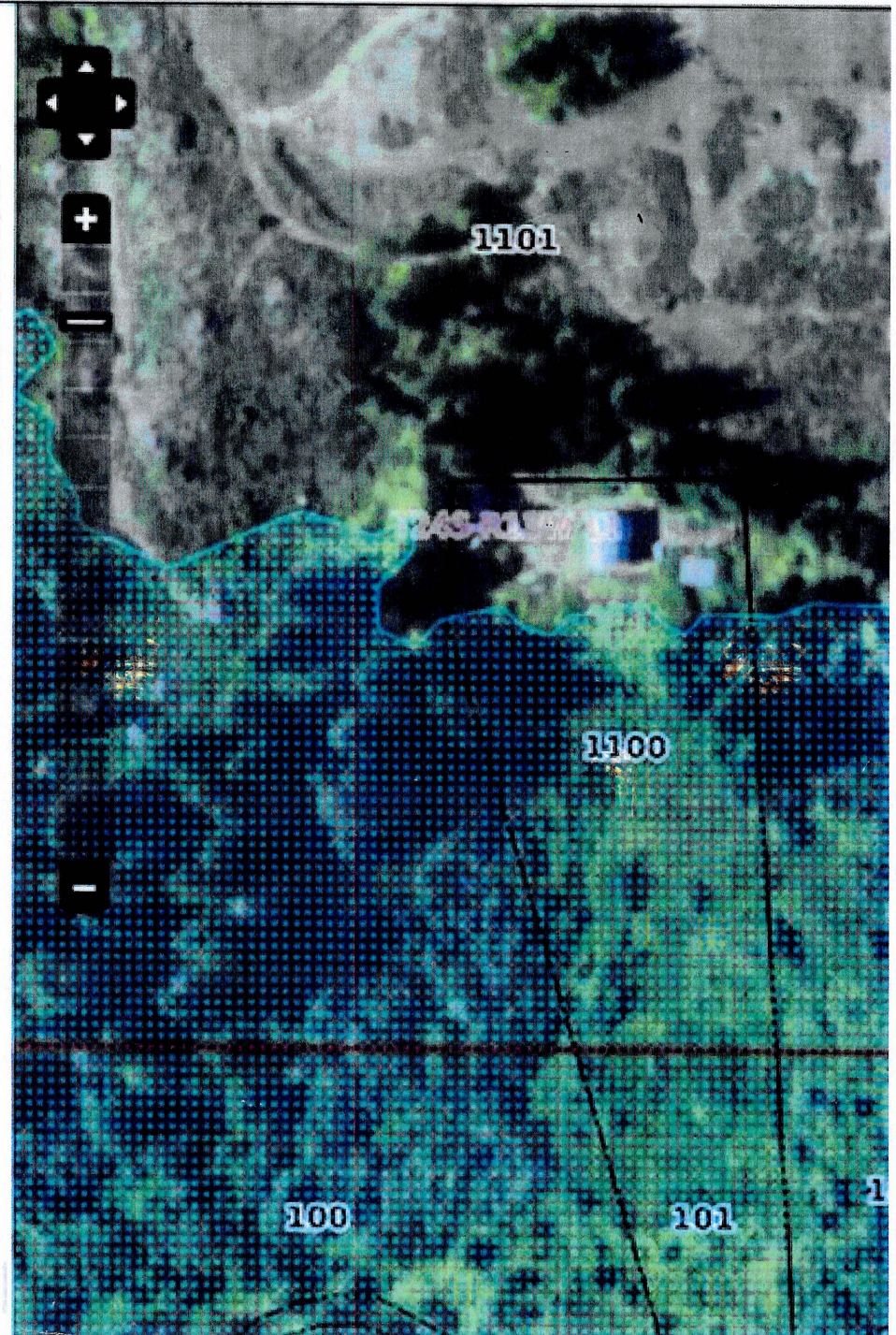
EXPIRATION DATE: 08/12/2024

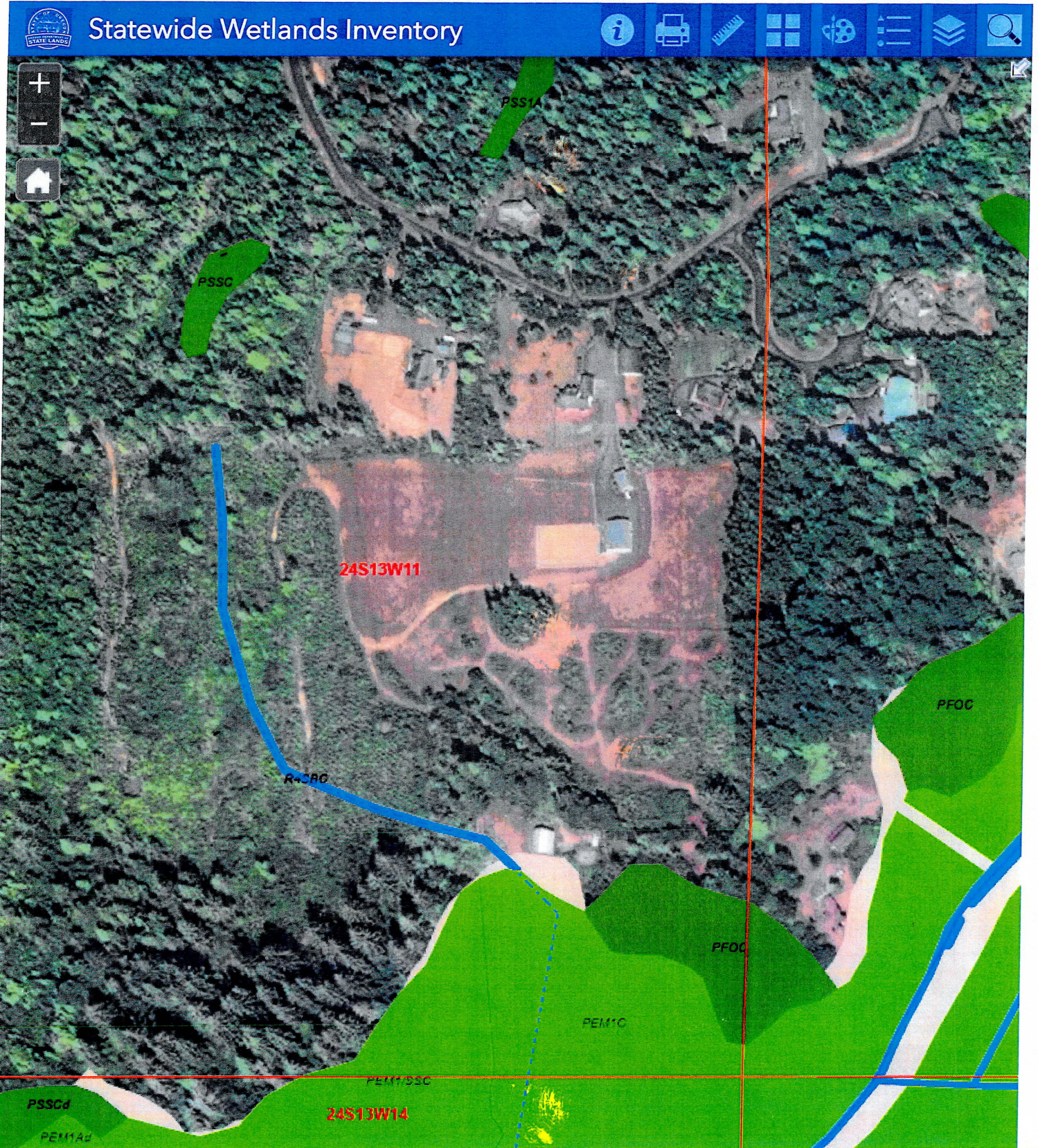
ENTITY TYPE: Sole Proprietor

Jump To: ▾

Catalog

- Map Extras
- Coastal Inventory Data
 - Beachfront Protective Structures Inventory, OPRD, 2015
 - Goal 18 Eligibility Inventory, OCMP, 2015
 - Dune Classifications, USDA, 1975
- Beaches and Dunes - Goal 18
 - Coos County
 - Development Suitability
- Natural Hazards
 - Flood
 - FEMA Flood Maps, FEMA
 -  Base Flood Elevation
 -  Floodway
 -  500-year Floodplain
 -  100-year Floodplain
 - Sea Level Rise
 - Tsunami
 - Landslide
 - Landslide Susceptibility, DOGAMI, 2013
 - 
 - 
 - Liquefaction
 - Liquefaction Susceptibility, DOGAMI
 - 
 - 
 - Active Earthquake Faults
 - Active Earthquake Faults, USGS, 2003





Crystal Shoji

From: Stephen Bruce <stephenbruce05@gmail.com>
Sent: Sunday, September 4, 2022 7:54 AM
To: Shoji Planning LLC
Subject: Fwd: ACCT INFORMATION

This is information I received from Robin Hicks technician for Central Lincoln electric. Showing that there were 2 m on the property one for the house and one for the barn

Sent from my iPhone

Begin forwarded message:

From: "Hicks, Robin" <RHicks@cencoast.com>
Date: September 1, 2022 at 2:40:47 PM PDT
To: stephenbruce05@gmail.com
Subject: ACCT INFORMATION

Hi Stephen, Hope this helps... I have records showing service as far back as 1998

House: Service Location #30105 Acct#238748000
Shop: Service Location #30106 Acct#293062000

Serv Loc #	Serv Map Loc	Service Address ▲	Emer Addr	Servi
30105	33037	69004 SANDPOINT LN		HOME

Location
 Geocode
 Miscellaneous
 Connectivity
 Consumption History
 Climate History
 Mapping
 Deposit Calc

US
 Canada
 Other

Service Address: 69004 SANDPOINT LN
 Address Line 2:
 Address Line 3:

City/State/ZIP: NORTH BEND OR 97459 7603
 Carrier Route Type:

Emergency Address:
 Service Map Location: 33037
 Service Description: HOME
 Universal ID:

Service Area: -
 Township: Range: Section: 0
 District Office: RD - Reedsport
 Board District: RDP - Reedsport Board District

Owner: 0

County: CO - Coos County
 City: NB - North Bend
 School District: -
 Franchise Area: CO - Coos County
 Other: -
 Tax District: -
 Parcel Number:
 Subdivision:
 Block: Lot:
 Permit Number:
 Motor HP 1: 0.00
 Motor HP 2: 0.00
 # Of Dwellings: 0
 Map Book:

Evaluate Service Agreement On Discon

Robin Hicks
 GIS Lead Technician
 Office: (541) 271-8720
 rhicks@cencoast.com



New Service Information: <https://clpud.org/customer-information/service-information/>

Serv Loc #	Serv Map Loc	Service Address ▲	Emer Addr	Serv
30106	33038	69004 SANDPOINT LN		SHOP

- Location
- Geocode
- Miscellaneous
- Connectivity
- Consumption History
- Climate History
- Mapping
- Deposit Calc

US Canada Other

Service Address: **69004 SANDPOINT LN**

Address Line 2: _____

Address Line 3: _____

City/State/ZIP: NORTH BEND OR **97459**  7603

Carrier Route Type: _____

Emergency Address: _____

Service Map Location: 33038

Service Description: SHOP

Universal ID: _____

Service Area: ▼

Township: _____ Range: _____ Section: 0

District Office: **RD - Reedsport** ▼

Board District: **RDP - Reedsport Board District** ▼

Owner: 0 

County: **CO - Coos County**

City: **NB - North Bend**

School District: ▼

Franchise Area: **CO - Coos County**

Other: ▼

Tax District: ▼

Parcel Number: _____

Subdivision: _____

Block: Lot:

Permit Number: _____

Motor HP 1:

Motor HP 2:

Of Dwellings:

Map Book: _____

Evaluate Service Agreement On Discor



**PUBLIC RECORD REPORT
FOR NEW SUBDIVISION
OR LAND PARTITION**

THIS REPORT IS ISSUED BY THE ABOVE-NAMED COMPANY ("THE COMPANY") FOR THE EXCLUSIVE USE OF THE FOLLOWING CUSTOMER:

Janiene L. Bruce and Steven R. Bruce
Phone No.: (541)297-1916

Date Prepared: April 14, 2022
Effective Date: April 12, 2022 / 08:00 AM
Charge: \$600.00
Order No.: 360622039748
Reference:

The information contained in this report is furnished to the Customer by Ticor Title Company of Oregon (the "Company") as an information service based on the records and indices maintained by the Company for the county identified below. This report is not title insurance, is not a preliminary title report for title insurance, and is not a commitment for title insurance. No examination has been made of the Company's records, other than as specifically set forth in this report ("the Report"). Liability for any loss arising from errors and/or omissions is limited to the lesser of the fee paid or the actual loss to the Customer, and the Company will have no greater liability by reason of this report. This report is subject to the Definitions, Conditions and Stipulations contained in it.

REPORT

- A. The Land referred to in this report is located in the County of Coos, State of Oregon, and is described as follows:
As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.
- B. As of the Effective Date, the tax account and map references pertinent to the Land are as follows:
As fully set forth on Exhibit "B" attached hereto and by this reference made a part hereof.
- C. As of the Effective Date and according to the Public Records, we find title to the land apparently vested in:
As fully set forth on Exhibit "C" attached hereto and by this reference made a part hereof.
- D. As of the Effective Date and according to the Public Records, the Land is subject to the following liens and encumbrances, which are not necessarily shown in the order of priority:
As fully set forth on Exhibit "D" attached hereto and by this reference made a part hereof.

Ticor Title Company of Oregon
Public Record Report for New Subdivision or Land Partition
Order No. 360622039748

EXHIBIT "A"
(Land Description)

PARCEL I:

The SE ¼ of the SE ¼ of Section 11, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon.

ALSO: Beginning at the corner of Sections 11, 12, 13 and 14, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence West 20 chains on the Section line to the ¼ ¼ corner; thence South 33 ¼° East 7.10 chains to the right bank of North Slough to a stake marked NM; thence up the right bank of said slough to a point due South of the point of beginning; thence North 3.5 chains to the point of beginning.

EXCEPTING THEREFROM:

That portion as conveyed by Property Line Adjustment Deed recorded June 29, 2007 as instrument no. 2007-8693, deed records of Coos County, Oregon and further described as follows:

Beginning at a point on the right bank of North Slough, from which the 1 1/2 inch iron pipe for the corner of Sections 11, 12, 13 and 14, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon bears North 36° 32' 24" East a distance of 441.55 feet; thence North 0° 55' 52" West a distance of 40 feet, more or less, to a 5/8 inch iron rod; thence North 0° 55' 52" West a distance of 893.42 feet to a 5/8 inch iron rod; thence North 88° 16' 07" West a distance of 297.85 feet to a 5/8 inch iron rod; thence South 3° 41' 43" West a distance of 147.85 feet to a 5/8 inch iron rod; thence South 14° 23' 43" East a distance of 82 1.27 feet to a 5/8 inch iron rod; thence South 14° 23' 43" East a distance of 62 feet, more or less, to a point on the right bank of North Slough; thence Northeasterly along the right bank of North Slough 122 feet, more or less, to the point of beginning.

PARCEL II:

Beginning at a point on the right bank of North Slough, from which the 1 1/2 inch iron pipe for the corner of Sections 11, 12, 13 and 14, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon bears North 36° 32' 24" East a distance of 441.55 feet; thence North 0° 55' 52" West a distance of 40 feet, more or less, to a 5/8 inch iron rod; thence North 0° 55' 52" West a distance of 893.42 feet to a 5/8 inch iron rod; thence North 88° 16' 07" West a distance of 297.85 feet to a 5/8 inch iron rod; thence South 3° 41' 43" West a distance of 147.85 feet to a 5/8 inch iron rod; thence South 14° 23' 43" East a distance of 82 1.27 feet to a 5/8 inch iron rod; thence South 14° 23' 43" East a distance of 62 feet, more or less, to a point on the right bank of North Slough; thence Northeasterly along the right bank of North Slough 122 feet, more or less, to the point of beginning.

Ticor Title Company of Oregon
Public Record Report for New Subdivision or Land Partition
Order No. 360622039748

EXHIBIT "B"
(Tax Account and Map)

APN/Parcel ID(s) 165700, 168601, 165701, 168600 and 168602 as well as Tax/Map ID(s) 24-13-11-00-01100,
24-13-14-00-00101, 24-13-11-00-01101, 24-13-14-00-00100 and 24-13-14-00-00102

Ticor Title Company of Oregon
Public Record Report for New Subdivision or Land Partition
Order No. 360622039748

EXHIBIT "C"
(Vesting)

Peter Brill and Bianca Chevallier, as Co-Trustees of the Peter Brill and Bianca Chevalier Trust created by Trust Agreement dated January 3, 2019, as to Parcel I

Stephen Bruce and Janiene Bruce, as tenants by the entirety, as to Parcel II

EXHIBIT "D"
(Liens and Encumbrances)

1. The Land has been classified as Farm Use, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.

Account No.: 165700, 168601, 165701, 168600 and 168602

2. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of North Slough.

Any adverse claim based on the assertion that any portion of the subject land has been created by artificial means or has accreted to such portions so created, or based on the provisions of ORS 274.905 through 274.940.

Any adverse claim based on the assertion that any portion of the subject land is now or at any time has been below the ordinary high water line of North Slough.

Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of North Slough.

3. Terms, provisions and conditions, including, but not limited to, maintenance provisions, and a covenant to share the costs of maintenance, contained in Easement Agreement

Recording Date: February 28, 2001
Recording No.: 2001-2004

4. Final Order #06-07-089C, including the terms and provisions thereof,

Recording Date: July 31, 2006
Recording No.: 2006-10370

5. Terms, provisions and conditions, including, but not limited to, maintenance provisions, and a covenant to share the costs of maintenance, contained in Warranty Deed

Recording Date: January 4, 2008
Recording No.: 2008-86

6. Right of First Refusal, including the terms and provisions thereof,

Recording Date: March 9, 2022
Recording No: 2022-02224
Between: Stephen Bruce and Janlene Bruce
And: Peter Brill and Bianca Chevalier as Co-Trustees of the Peter Brill
and Bianca Chevalier Trust created by Trust Agreement dated January 3, 2019

Ticor Title Company of Oregon
Public Record Report for New Subdivision or Land Partition
Order No. 360622039748

EXHIBIT "D"
(Liens and Encumbrances)
(continued)

Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2021-2022
Amount: \$741.56
Levy Code: 1317
Account No.: 165701
Map No.: 24-13-11-00-01101
(Parcel I)

Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2021-2022
Amount: \$137.20
Levy Code: 1315
Account No.: 168600
Map No.: 24-13-14-00-00100
(Parcel I)

Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2021-2022
Amount: \$8.01
Levy Code: 1315
Account No.: 168602
Map No.: 24-13-14-00-00102
(Parcel I)

Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2021-2022
Amount: \$539.35
Levy Code: 1317
Account No.: 165700
Map No.: 24-13-11-00-01100
(Parcel II)

Ticor Title Company of Oregon
Public Record Report for New Subdivision or Land Partition
Order No. 360622039748

EXHIBIT "D"
(Liens and Encumbrances)
(continued)

Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2021-2022
Amount: \$5.20
Levy Code: 1315
Account No.: 168601
Map No.: 24-13-14-00-00101
(Parcel II)

Please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

DEFINITIONS, CONDITIONS AND STIPULATIONS

1. **Definitions.** The following terms have the stated meaning when used in this report:
 - (a) "Customer": The person or persons named or shown as the addressee of this report.
 - (b) "Effective Date": The effective date stated in this report.
 - (c) "Land": The land specifically described in this report and improvements affixed thereto which by law constitute real property.
 - (d) "Public Records": Those records which by the laws of the state of Oregon impart constructive notice of matters relating to the Land.
2. **Liability of Company.**
 - (a) This is not a commitment to issue title insurance and does not constitute a policy of title insurance.
 - (b) The liability of the Company for errors or omissions in this public record report is limited to the amount of the charge paid by the Customer, provided, however, that the Company has no liability in the event of no actual loss to the Customer.
 - (c) No costs (including without limitation attorney fees and other expenses) of defense, or prosecution of any action, is afforded to the Customer.
 - (d) In any event, the Company assumes no liability for loss or damage by reason of the following:
 - (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
 - (2) Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
 - (3) Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
 - (4) Discrepancies, encroachments, shortage in area, conflicts in boundary lines or any other facts which a survey would disclose.
 - (5) (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights or claims or title to water.
 - (6) Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in this report, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (7) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
 - (8) Any governmental police power not excluded by 2(d)(7) above, except to the extent that notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
 - (9) Defects, liens, encumbrances, adverse claims or other matters created, suffered, assumed, agreed to or actually known by the Customer.
3. **Report Entire Contract.** Any right or action or right of action that the Customer may have or may bring against the Company arising out of the subject matter of this report must be based on the provisions of this report. No provision or condition of this report can be waived or changed except by a writing signed by an authorized officer of the Company. By accepting this form report, the Customer acknowledges and agrees that the Customer has elected to utilize this form of public record report and accepts the limitation of liability of the Company as set forth herein.
4. **Charge.** The charge for this report does not include supplemental reports, updates or other additional services of the Company.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

Ticor Title Company of Oregon
Public Record Report for New Subdivision or Land Partition
Order No. 360622039748

IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY



Property Restoration
is Currently
Underway!

