

Celebrating 50 Years of Service

Crystal Orr
Associate Planner
Coos County Planning
225 N. Adams St.
Coquille, OR 97423

~~November 2, 2023~~ *March 8, 2024*

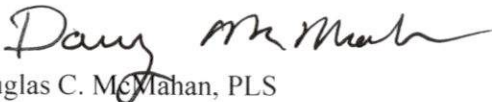
RE: Property Line Adjustment between ODFW and Winter Lake Properties, LLC

Crystal,

As you are aware, the "Notice of Property Line Adjustment Approval", County File No. PLA-22-003. Has expired.

The accompanying information is a new application for the exact property line adjustment that was approved September 06, 2022. My clients hope that the review of this application can be expedited because of the work already done by your department and the work I have done towards a final map of survey.

If I can be of assistance, please let me know!



Douglas C. McMahan, PLS



PROPERTY LINE ADJUSTMENT
 SUBMIT TO COOS COUNTY PLANNING DEPT. AT 225 N. ADAMS STREET OR MAIL TO:
 COOS COUNTY PLANNING 250 N. BAXTER, COQUILLE OR 97423. EMAIL
 PLANNING@CO.COOS.OR.US PHONE: 541-396-7770

* 700.00 - 248022
 \$35.00 248026

FILE NUMBER: PLA-24-004

Date Received: 3/14/24 Receipt #: 35.00 248026 Received by: E. Carr

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

LAND INFORMATION

A. Land Owner(s) OREGON DEPARTMENT OF FISH & WILDLIFE

Mailing address: 4034 Fairview Industrial Drive SE, Salem, OR. 97302

Phone: 503-947-6260 (Richard Duncan) Email: richard.d.duncan@odfw.oregon.gov

Township: 27S Range: 13W Section: 21 ¼ Section: Select 1/16 Section: Select Tax lot: 2405

Tax Account Number(s): 712904 Zone: Select Zone Industrial

Acreage Prior to Adjustment: 109.20 Acreage After the Adjustment 109.36

B. Land Owner(s) WINTER LAKE PROPERTIES, LLC

Mailing address: 96830 HWY 42, Coquille, OR> 97423

Phone: 541-297-4949 (Mike Gardiner) Email: winterlakelumber@gmail.com

Township: 27S Range: 13W Section: 21 ¼ Section: Select 1/16 Section: Select Tax lot: 2402

Tax Account Number(s) 712901 Zone Rural Residential-2 (RR-2)

Acreage Prior to Adjustment: 6.24 Acreage After the Adjustment 6.08

C. Surveyor Douglas C. McMahan/Stuntzner Engineering & Forestry, LLC

Mailing Address P.O. BOX 118, Coos Bay, OR> 97420

Phone #: 541-267-2872 Email: dmcmahan@stuntzner.com

Any property information may be obtained from a tax statement or can be found on the County Assessor's webpage at the following links: [Map Information](#) Or [Account Information](#)

Submittal Requirements:

An application for a line adjustment or elimination shall be filed by the owners of all units of land affected. The application shall be accompanied by an appropriate fee and contain the following information:

- a. A property line adjustment must include a tentative map drawn on 8 ½" x 11" or 11" x 17" size paper. The map shall contain the following information:
 - i. North arrow and Scale – The property boundaries and any other required detail shall be provided to scale.
 - ii. Existing and proposed property line dimensions and size in square feet or acres of the lawfully established units of land that are subject of the application. The existing and proposed property configurations will be shown on separate sheets of paper as before and after maps and shall contain acreage before and after adjustments.
 - iii. Identification, size, and dimensions of the area(s) proposed to be adjusted from one property to the other.
 - iv. Roads abutting and located within the subject properties, including names and road right-of-way or easement widths, and labeled as either public or private.
 - v. Location of on-site wastewater treatment systems or name of sanitary sewer district. This includes drain field and repair areas. All on-site wastewater improvements are to remain on the same unit of land as the structure it is serving.
 - vi. Easements, shown with dimensions, type, labeled as existing or proposed, and specifically noting to whom they benefit
 - vii. Existing structures and the distance from each structure to the existing and proposed property lines. Setbacks for all structures within 50 feet of the proposed property line (130 feet if property is zoned Forest or Forest Mixed Use) must be verified on a site plan prepared and stamped by an Oregon registered professional land surveyor. If no structures exist within the specified area, the surveyor can submit a stamped letter so stating.
- b. A preliminary title report or title search for each property, to determine ownership and any recorded deed restrictions.
- c. Evidence to show that the units of land are lawfully created pursuant to Section 6.1 Lawfully Created. If the conformance of the unit of land is unknown, then a Lawfully Created Determination application will be required either prior or in conjunction with a property line adjustment application. If a Lawfully Created Unit of Land Determination is required, then this will be treated as an Administrative Action.
- d. Upon completion of the Property Line Adjustment Review the mapping and filing requirements of Section 6.3.157 shall be followed.

Criteria:

1. **General Criteria - A Property Line Adjustment requires application pursuant to Ministerial Application (Type I) procedures according to Article 5.0, unless otherwise specified by this section. An application for multiple property line adjustments can be made under one application, so long as the deeds are recorded in the correct sequence. All property line adjustments are subject to the following standards and criteria, unless previously stated in this section:**
 - a. **The property line adjustment cannot:**
 - i. **Create an additional unit of land; or**
 - ii. **Violate any applicable specific conditions of previous land use approvals or recorded deed restrictions. An example would be if parcels were required to meet a minimum acreage or have an accessory structure and adjustment would remove the primary use or structure.**
 - b. **All properties affected by the proposed adjustment are legal units of land unless this adjustment is to correct an improperly formed unit of land or to correct an encroachment issue.**
 - c. **A property line adjustment is subject to the minimum lot or parcel size standards of the applicable zoning district, except in the following circumstances:**
 - i. **One or both abutting properties are smaller than the minimum lot or parcel size for the applicable zone before the property line adjustment and, after the adjustment, one is as large or larger than the minimum lot or parcel size for the applicable zone; or**
 - ii. **Both abutting properties are smaller than the minimum lot or parcel size for the applicable zone before and after the property line adjustment.**
 - d. **Split-zoned properties: The adjustment will not create a split-zoned unit of land that does not comply with the standards for creation of a parcel in each zone unless the property owner provides for the recording of a restrictive covenant in the deed records for the subject property that prohibit the property from being partitioned along the zoning boundary until such time as each parcel would comply with the minimum standards for the creation of a unit of land (meeting the criteria for land division) in each zone. If a split-zone unit of land is created, it shall not be used to justify a rezone in the future.**
 - e. **All required setback for the applicable zoning districts has been mapped as required and comply. An encroachment of existing or planned structures will not be created within required setbacks as a result of the line adjustment**
2. **Resource Zoned Properties: In addition to the General Criteria in subsection 3 the following additional criteria is required to be addressed.**
 - a. **All property line adjustments that are less than 200 acres (before and after the property line adjustment) are subject to an Administrative Action (Type II Review). If there is no structural development on either unit of land and the purpose of the application is not to qualify for a dwelling then it can be reviewed as a Ministerial Action (Type I).**
 - b. **A property line adjustment cannot be used to:**
 - i. **Separate a temporary hardship dwelling, relative farm help dwelling, home occupation, or processing facility from the primary residential or other primary use without land use approval to change the accessory use to a primary use; or**
 - ii. **As prohibited by ORS 92.192(4)(a) through (c), in a manner that would:**
 1. **Decrease the size of a lawfully established unit of land that, before the relocation or elimination of the common property line, is smaller than the minimum lot or parcel size for the applicable zone and contains an existing dwelling or is approved for the construction of a dwelling, if another lawfully established unit of land affected by the property line adjustment would be increased to a size as large as or larger than the minimum lot or parcel size required to qualify the other affected lawfully established unit of land for a dwelling;**

2. Decrease the size of a lawfully established unit of land that contains an existing dwelling or is approved for construction of a dwelling to a size smaller than the minimum lot or parcel size, if another lawfully established unit of land affected by the property line adjustment would be increased to a size as large as or larger than the minimum lot or parcel size required to qualify the other affected lawfully established unit of land for a dwelling.
3. Allow an area of land used to qualify a lawfully established unit of land for a dwelling based on an acreage standard to be used to qualify another lawfully established unit of land for a dwelling if the land use approval would be based on an acreage standard. Or
4. Allow for change in configuration to qualify for a Forest Template Dwelling. The adjustment may require a template test prior and after any adjustments made after January 1, 2019 at the time a Forest Template Dwelling Application is received.

Acknowledgment Statement: I hereby declare that I am the legal owner of record or an agent having consent of the legal owner of record and I am authorized to obtain land use approvals. The statements within this form and submittal information provided are true and correct to the best of my knowledge and belief. I understand that any authorization for land use approval may be revoked if it is determined that it was issued based on false statements, misrepresentation or in error.

Property Owner Signatures

FOR ODFW: *Sam Gregory* Umpqua Watershed District Manager

FOR WINTER LAKES *[Signature]*

Coos County
2024 Real Property Assessment Report
 Account 712901
 NOT OFFICIAL VALUE

Map 27S1321-00-02402
 Code - Tax ID 0892 - 712901

Tax Status Assessable
 Account Status Active
 Subtype NORMAL

Legal Descr See Record

Mailing WINTER LAKE PROPERTIES LLC
 96830 HIGHWAY 42
 COQUILLE OR 97423-9652

Deed Reference # 2019-9812
 Sales Date/Price 10-22-2019 / \$0
 Appraiser JEFF ETZEL

Property Class 306 MA SA NH
 RMV Class 301 04 17 RRL

Site	Situs Address	City
	96830 HWY 42	COQUILLE

Value Summary						
Code Area		RMV	MAV	AV	RMV Exception	CPR %
0892	Land	159,470		Land	0	
	Impr	886,130		Impr	0	
Code Area Total		1,045,600	751,350	751,350	0	
Grand Total		1,045,600	751,350	751,350	0	

Land Breakdown										
Code Area	ID #	RFPD	Ex	Plan Zone	Value Source	Trend %	Size	Land Class	LUC	Trended RMV
0892	20	<input checked="" type="checkbox"/>		RR-2, IND	Market	100	5.00 AC	IND	009	131,240
	10			RR-2, IND	Market	100	1.24 AC	MV	009	28,230
Code Area Total							6.24 AC			159,470

Improvement Breakdown									
Code Area	Year Built	Stat Class	Description	Trend %	Total Sqft	Ex%	MS Acct	Trended RMV	
0892	1	2003	153	Two story-Class 5	100	2,676		434,030	
	2	0	615	Wood products - shingle plant	100	10		212,010	
	3	0	615	Wood products - shingle plant	100	10		101,460	
	4	2010	600	Industrial Other Improvements	100	208		9,250	
	5	2014	860	Billboards	100	10		52,420	
	6	2022	699	Misc.	100	10		76,960	
Code Area Total						2,924		886,130	

Coos County
2024 Real Property Assessment Report
 Account 712901
 NOT OFFICIAL VALUE

Exemptions / Special Assessments / Notations				
Exemptions (RMV)				
▪ Past Exemption - Converted				
Code Area 0892				
Special Assessments		Amount	Acres	Year Used
▪ BEAVER SL DRAINAGE DISTRICT		175.00	5.00	2024
▪ BEAVER SLOUGH DRAINAGE BOND		145.00	5.00	2024
Fire Patrol		Amount	Acres	Year
▪ FIRE PATROL SRCHG		47.50		2024
▪ FIRE PATROL TIMBER		18.75	5.24	2024

PP Accounts 0892 - 725, 9579

Appraisal Maint 2024-COMPLETION CHECK (GARAGE/OUTBUILDINGS)

Coos County
2024 Real Property Assessment Report
 Account 712904
 NOT OFFICIAL VALUE

Map 27S1321-00-02405
 Code - Tax ID 0891 - 712904

Tax Status Non-Assessable
 Account Status Active
 Subtype NORMAL

Legal Descr See Record

Mailing OREGON DEPARTMENT OF FISH AND WILDLIFE
 C/O REALTY SERVICES (TOFTE)
 4034 FAIRVIEW INDUSTRIAL DR SE
 SALEM OR 97302-1142

Deed Reference # 2017-11302
 Sales Date/Price 10-12-2017 / \$294,900
 Appraiser

Property Class 998 MA SA NH
 RMV Class 000 04 17 RRL

Site Situs Address	City
---------------------------	-------------

Value Summary						
Code Area		RMV	MAV	AV	RMV Exception	CPR %
0891	Land	227,140		Land	0	
	Impr	0		Impr	0	
Code Area Total		227,140	0	0	0	
Grand Total		227,140	0	0	0	

Land Breakdown										
Code Area	ID #	RFPD	Ex	Plan Zone	Value Source	Trend %	Size	Land Class	LUC	Trended RMV
0891	20	<input checked="" type="checkbox"/>		IND, EFU	Market	100	109.20 AC	MV	003	227,140
Code Area Total							109.20 AC			227,140

Improvement Breakdown										
Code Area	ID #	Year Built	Stat Class	Description	Trend %	Total Sqft	Ex%	MS Acct	Trended RMV	

Exemptions / Special Assessments / Notations										
Exemptions (RMV)										
<ul style="list-style-type: none"> ■ Past Exemption - Converted 										
Notations										
<ul style="list-style-type: none"> ■ FARM/FOREST POT'L ADD'L TAX LIABILITY FARM ■ FARM HOMESITE 										
Code Area 0891										
Special Assessments										
						Amount		Acres		Year Used
<ul style="list-style-type: none"> ■ BEAVER SL DRAINAGE DISTRICT ■ BEAVER SLOUGH DRAINAGE BOND 						2,776.55		79.33		2024
						2,300.57		79.33		2024

PLOT PLAN

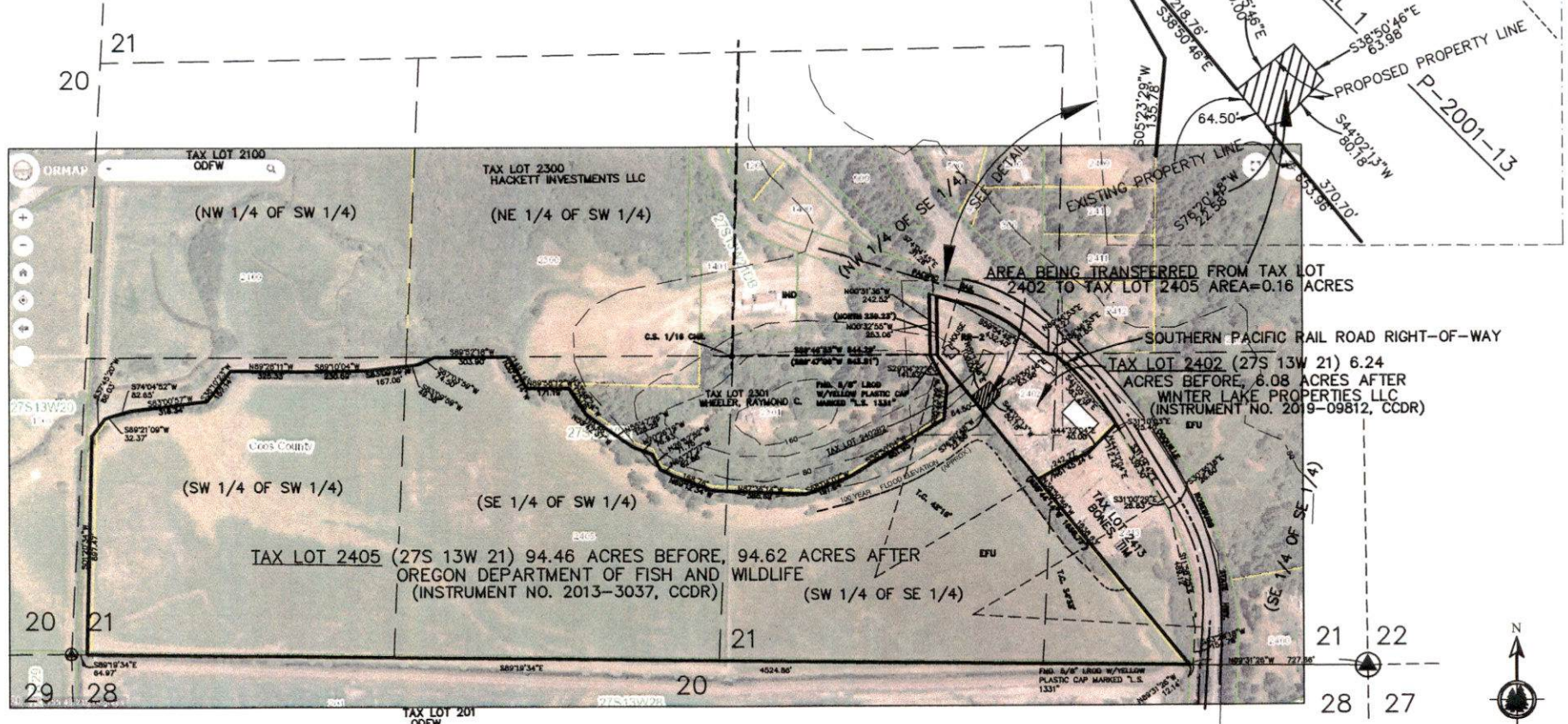
FOR A: PROPOSED PROPERTY LINE ADJUSTMENT LOCATED IN:

SE 1/4 OF THE SW 1/4, OF SECTION 21,
TOWNSHIP 27 SOUTH, RANGE 13 WEST,
WILLAMETTE MERIDIAN, COOS COUNTY, OR.

SURVEY FOR:
OREGON DEPARTMENT OF FISH AND WILDLIFE
C/O KAREN TOFTE, REALTY SPECIALIST
4034 FAIRVIEW INDUSTRIAL DRIVE SE,
SALEM, OR. 97302

SURVEY PREPARED BY:
DOUGLAS C. MCMAHAN, PLS OF
STUNTZNER ENG. & FORESTRY
P.O. BOX 118
COOS BAY, OREGON 97420

"DETAIL"
SCALE: 1"=100'



NOTE: THE AREA OF TAX LOT 2405 IS SHOWN ON COUNTY MAP AS 109.14 ACRES, THE ACTUAL SURVEY OF THIS TAX LOT ONLY INCLUDES 94.46 ACRES.

DCM
RENEWS 12/31/22

Stuntzner Engineering & Forestry, LLC		705 S. 4TH ST. P.O. BOX 118 COOS BAY, OREGON 97420 Engineering - Land Surveying - Forestry - Land Planning - Water Rights	PHONE: (541) 287-2872 FAX: (541) 287-0598 www.stuntzner.com
JOB # 1715-134 DATE: OCT 28, 2021 DRAWN BY: DCM CHECKED BY: ASJM	PREPARED FOR: 4034 FAIRVIEW INDUSTRIAL DRIVE SE SALEM, OREGON 97302	ODFW	SHEET 1 OF 1



Coos County Planning Department
 Coos County Courthouse Annex, Coquille, Oregon 97423
 Mailing Address: Planning Department, Coos County Courthouse, Coquille, Oregon 97423

(541) 396-7770
 FAX (541) 396-1022 / TDD (800) 735-2900

Jill Rolfe Planning Director

CONSENT

On this 7th day of December, 2023,

I, OREGON DEPARTMENT OF FISH & WILDLIFE
 (Print Owners Name as on Deed)

as owner/owners of the property described as Township 27S, Range 13W,

Section 21, Tax Lot 2405, Deed Reference 2017-11302

hereby grant permission to Douglas C. McMahon / STUNTNER ENG & FORESTY, LLC so that a(n)
 (Print Name)

PROPERTY LINE ADJUSTMENT application can be submitted to the Coos
 (Print Application Type)

County Planning Department.

Owners Signature/s ODFW

Sam Gregory
 Umpqua Watershed District Manager





Coos County Planning Department
 Coos County Courthouse Annex, Coquille, Oregon 97423
 Mailing Address: Planning Department, Coos County Courthouse, Coquille, Oregon 97423
 (541) 396-7770
 FAX (541) 396-1022 / TDD (800) 735-2900

Jill Rolfe Planning Director

CONSENT

On this 7th day of March, 2024,

I, WINTER LAKE PROPERTIES, LLC
 (Print Owners Name as on Deed)

as owner/owners of the property described as Township 27 S, Range 13 W,


Section 21, Tax Lot 2402, Deed Reference 2019-09812

hereby grant permission to Douglas C. McMichan / STUNTZNER ENGINEERS so that a(n)
 (Print Name) FORESTY, LLC

PROPERTY LINE ADJUSTMENT application can be submitted to the Coos
 (Print Application Type)

County Planning Department.

Owners Signature/s Winter Lake Properties, LLC


 MICHAEL F. GARDNER

MAP OF SURVEY

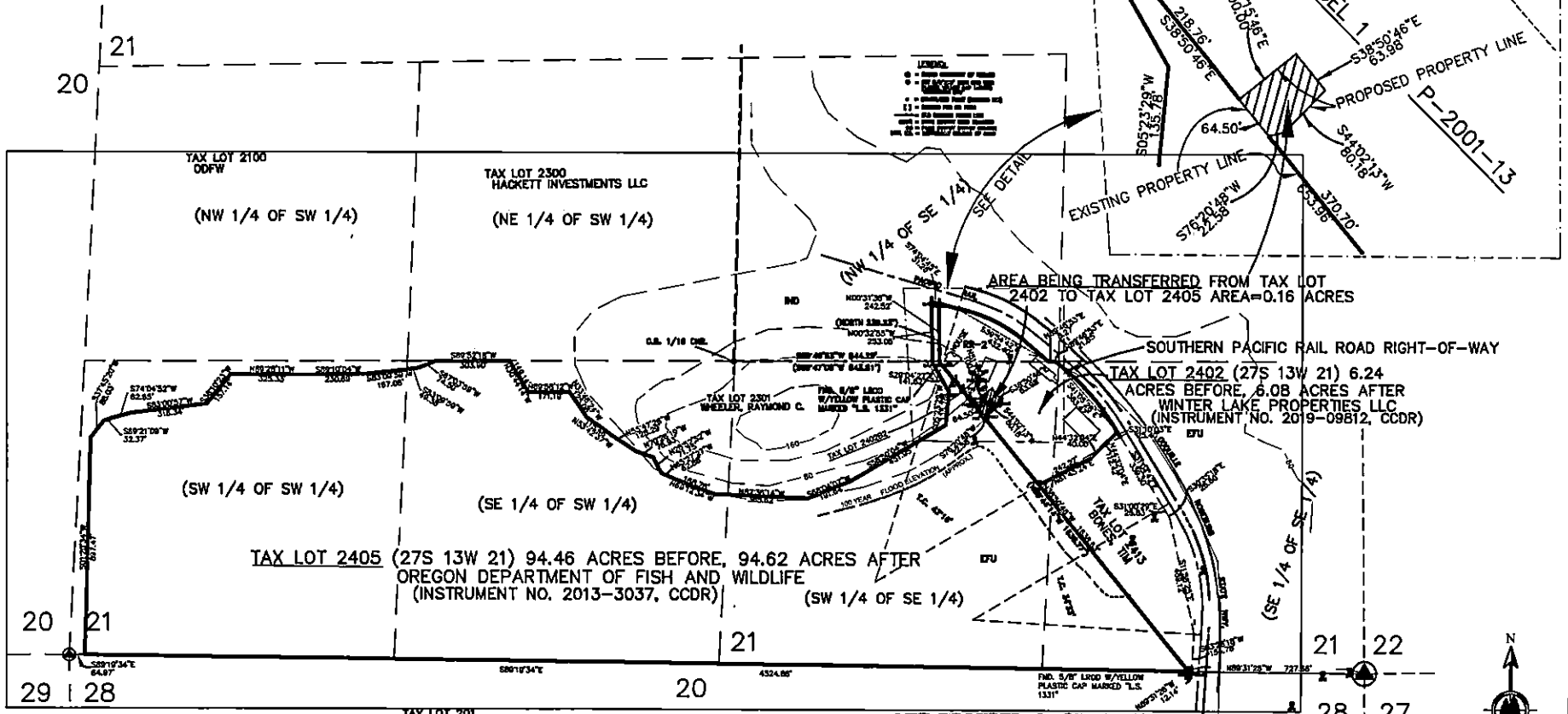
FOR A: PROPOSED PROPERTY LINE ADJUSTMENT LOCATED IN:

SE 1/4 OF THE SW 1/4, OF SECTION 21,
TOWNSHIP 27 SOUTH, RANGE 13 WEST,
WILLAMETTE MERIDIAN, COOS COUNTY, OR.

SURVEY FOR:
OREGON DEPARTMENT OF FISH AND WILDLIFE
C/O KAREN TOFTE, REALTY SPECIALIST
4034 FAIRVIEW INDUSTRIAL DRIVE SE,
SALEM, OR. 97302

SURVEY PREPARED BY:
DOUGLAS C. MCMAHAN, PLS OF
STUNTZNER ENG. & FORESTRY
P.O. BOX 118
COOS BAY, OREGON 97420

"DETAIL"
SCALE: 1"=100'



**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Douglas C. McMahan
**OREGON
2012 1023
DOUGLAS C. MCMAHAN
No. 1023**

NOTE: THE AREA OF TAX LOT 2405 IS SHOWN ON COUNTY MAP AS 109.14 ACRES, THE ACTUAL SURVEY OF THIS TAX LOT ONLY INCLUDES 94.46 ACRES.

RENEWS 12/31/24

Stuntzner Engineering & Forestry, PLLC		700 W. 6TH ST. P.O. BOX 118 COOS BAY, OREGON 97420	PHONE: (541) 287-2072 FAX: (541) 287-0289 www.stuntzner.com
DATE: 12/15/24	PREPARED FOR:	ODFW 4034 FAIRVIEW INDUSTRIAL DRIVE SE SALEM, OREGON 97302	
DATE: 12/15/24	BY: DOUGLAS C. MCMAHAN	REGISTERED PROFESSIONAL LAND SURVEYOR	



201 Central Avenue
(541)269-5127

OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS
Informational Report of Ownership and Monetary and Non-Monetary Encumbrances

To ("Customer"): Stuntzner Engineering and Forestry, LLC
PO Box 118
Coos Bay, OR 97420

Customer Ref.: _____
Order No.: 360621037920
Effective Date: October 31, 2023 at 08:00 AM
Charge: \$600.00

The information contained in this report is furnished by Ticor Title Company of Oregon (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

Owner. The apparent vested owner of property ("the Property") as of the Effective Date is:

The State of Oregon, by and through the Oregon Department of Fish and Wildlife, as to Parcel 1; AND Winter Lake Properties, LLC, as to Parcel 2

Premises. The Property is:

(a) Street Address:

Vacant Land, Coos Bay, OR 97420

(b) Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Part Two - Encumbrances

Encumbrances. As of the Effective Date, the Property appears subject to the following monetary and non-monetary encumbrances of record, not necessarily listed in order of priority, including liens specific to the subject property and general index liens (liens that are not property specific but affect any real property of the named person in the same county):

EXCEPTIONS

EXCEPTIONS AFFECTING PARCEL 1:

1. Unpaid Property Taxes are as follows:

Fiscal Year: 2023-2024
Amount: \$2,300.57, plus interest, if any
Levy Code: 0891
Account No.: 712904
Map No.: 27-13-21 TL2405

2. The subject property is under public, charitable, fraternal, or religious organization ownership and is exempt from ad valorem taxation. Any change in ownership prior to delivery of the assessment roll may result in tax liability.

Tax Account No.: 712705
Map No.: 27-13-21TL 1402

3. Terms and provisions of any unrecorded permit or permits for the right of crossing over, under or across the Railroad Right of Way; or any loss or claim occasioned by the possible lack of such permit or other provision for access over, under or across said right way, serving the subject premises.

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

Account No.: 712904

5. 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 unnamed drainage ditch and creeks, streams and/or tributaries.

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 unnamed drainage ditch and creeks, streams and/or tributaries.

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 unnamed drainage ditch and creeks, streams and/or tributaries.

6. Regulations, levies, liens, assessments, rights of way and easements of Beaver Slough Drainage District.

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Oregon Power Company
Recording Date: July 1, 1916
Recording No: Book 73 Page 453

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mountain States Power Company
Recording Date: September 7, 1929
Recording No: Book 108 Page 609

9. Agreement including the terms and provisions thereof,

Recording Date: July 14, 1942
Recording No: Book 143, Page 216
Between: Edwin D. Yoakam and Olive Yoakam
And: Jens Jorgensen and Ellen Jorgensen

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Power and Light Company
Recording Date: February 9, 1977
Recording No: 77-02-02037

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Power and Light Company, a corporation
Recording Date: April 3, 1981
Recording No: 81-02-4680

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Power and Light Company
Recording Date: June 17, 1981
Recording No: 81-03-0378

13. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Affects: Minor Partition, filed and recorded February 9, 1988, as Microfilm No. 88-02-0475

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Affects: Minor Partition, filed and recorded July 13, 1988, as Microfilm No. 88-07-0729

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Clark Wilson and Sheila Wilson
Recording Date: February 22, 1990
Recording No: 90-02-1471

16. Terms and Provisions of Appurtenant Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a Warranty Deed

Granted to: Raymond C. Wheeler and Judy A. Wheeler
Recording Date: November 15, 1990
Recording No: 90-11-0535

NOTE: The above appurtenant easement crosses the railroad right of way, thereby necessitating the acquisition of a railroad crossing permit as referenced in Exception 3# above.

17. Terms and Provisions of an Appurtenant Easement(s) for the purpose(s) shown below and rights incidental thereto, as reserved in a Warranty Deed;

Reserved by: Ellen Jorgensen
Recording Date: December 31, 1991
Recording No.: 91-12-1241

NOTE: The above appurtenant easement crosses the railroad right of way, thereby necessitating the acquisition of a railroad crossing permit as referenced in Exception #3 above.

18. Agreement for Easement including the terms and provisions thereof,

Recording Date: September 14, 1995
Recording No: 95-09-0427
Between: Raymond C. Wheeler and Judy A. Wheeler
And: Ellen Jorgensen

19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Beaver Slough Drainage District, a public body organized and operated under the authority of ORS Chapter 450
Recording Date: December 17, 2014
Recording No: 2014-10053

20. Effect of Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Beaver Slough Drainage District, a Drainage District under ORS Ch. 547
Filed Date: December 13, 2015
Recording No: Case No. 14CV0814/14CV0815

21. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: June 14, 2016
Lessor: Raymond and Judy Wheeler
Lessee: Ralph B. Stacey and Reece Stacey
Recording Date: June 20, 2016
Recording No: 2016-005158

An agreement to amend or modify certain provisions of said lease, as set forth in the document executed by:

As Lessor: Ray Wheeler
As Lessee: Ralph B. and Reese Stacey
Dated: October 12, 2017
Recording Date: October 16, 2017
Recording No: 2017-09907

Assignment of the Lessor's interest under said lease,

Assignor: Raymond C. Wheeler
Assignee: The State of Oregon acting by and through its Department of Fish and Wildlife
Recording Date: October 16, 2017
Recording No: 2017-09909

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

Recording Date: October 16, 2017
Recording No.: 2017-09910

23. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

EXCEPTIONS AFFECTING PARCEL 2:

24. Unpaid Property Taxes are as follows:

Fiscal Year: 2021-2022
Amount: \$6,933.96, plus interest, if any
Levy Code: 0892
Account No.: 712901
Map No.: 27-13-21 TL2402

25. Property Taxes are as follows:

Fiscal Year: 2021-2022
Amount: \$None listed
Levy Code: 0892
Account No.: 102883
Map No.: 27-13-21 TL2402
MANUFACTURED STRUCTURE ACCOUNT Assessed to Michael F. Gardner

26. Unpaid Property Taxes are as follows:

Fiscal Year: 2021-2022
Amount: \$1,624.16, plus interest, if any
Levy Code: 0892
Account No.: 9579
Map No.: 27-13-21 TL2402
PERSONAL PROPERTY ACCOUNT

27. A manufactured home situated on the subject land is classified as personal property, as disclosed by the ownership records of the Building Codes Division. Unless a manufactured home is reclassified from personal to real property, a manufactured housing endorsement (ALTA End. 7-06, 7.1-06 or 7.2-06) is not available until reclassification is completed and an appropriate approval is recorded. NOTE: Depending on circumstances, a manufactured home may be classified as personal property but assessed as real property under ORS 308.875.
28. Rights of the public to any portion of the Land lying within the area commonly known as public streets, roads and highways.
29. Regulations, levies, liens, assessments, rights of way and easements of Beaver Slough Drainage District.
30. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Oregon Power Company
Recording Date: July 1, 1916
Recording No: Book 73, Page 453
31. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mountain States Power Company
Recording Date: September 7, 1929
Recording No: Book 108, Page 609
32. Agreement including the terms and provisions thereof,

Recording Date: July 14, 1942
Recording No: Book 143, Page 216
Between: Edwin D. Yoakam and Olive Yoakam
And: Jens Jorgensen and Ellen Jorgensen
33. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Power & Light Company
Recording Date: February 9, 1977
Recording No: 77-02-02037
34. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Power & Light Co
Recording Date: April 3, 1981
Recording No: 81-2-4680
35. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Power & Light Co
Recording Date: June 17, 1981
Recording No: 81-3-0378
36. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Affects: Minor Partition, filed and recorded February 9, 1988, as Microfilm No. 88-02-0475

37. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Affects: Minor Partition, filed and recorded July 13, 1988, as Microfilm No. 88-07-0729

38. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Clark Wilson and Sheila Wilson
Recording Date: February 22, 1990
Recording No: 90-02-1471

39. Terms and Provisions of an Appurtenant Easement(s) for the purpose(s) shown below and rights incidental thereto, as reserved in a Warranty Deed;

Reserved by: Ellen Jorgensen
Recording Date: December 31, 1991
Recording No.: 91-12-1241

40. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Affects: Final Partition Plat 2001 #13, filed and recorded November 28, 2001, CAB C/340, as Microfilm No. 2001-14230.

41. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$150,000.00
Dated: October 5, 2007
Trustor/Grantor: Michael F. Gardner
Trustee: Ticor Title Insurance Company
Beneficiary: Oregon Pacific Bank
Recording Date: October 9, 2007
Recording No.: 2007-13160

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

Assignment of Rents and Leases

Assigned to: Lender
Assigned by: Grantor
Recording Date: October 9, 2007
Recording No: 2007-13167

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Michael F. Gardner and Oregon Pacific Bank
Recording Date: February 12, 2009
Recording No: 2009-1271

Ticor Title Company of Oregon
Order No. 360621037920

End of Reported Information

There will be additional charges for additional information or copies. For questions or additional requests, contact:

Coos Bay Title

coosbaytitle@ticortitle.com

Ticor Title Company of Oregon
201 Central Avenue
Coos Bay, OR 97420

EXHIBIT "A"
Legal Description

PARCEL 1:

A parcel of land being a portion of that property conveyed from Ellen Jorgensen to Raymond C. Wheeler and Judy A. Wheeler per Warranty Deed recorded November 15, 1990, Document #90-11-0535, Deed Records of Coos County, Oregon, described as follows:

Commencing at the Northwest corner of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 21, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, thence South along the West line of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) and/or its extension thereof, for a distance of 1219 feet, more or less, (deed) to the centerline of a drainage ditch; Thence East along the centerline of said drainage ditch South 89° 16'42" East 64.97 feet (survey) to the TRUE POINT OF BEGINNING of the herein described property; thence East along said drainage ditch centerline for a distance of 3900.00 feet, more or less, to the east line of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of said Section 21, and/or its extension thereof; thence North 01° 08'10" East along said East line of the Southwest Quarter of the Southeast Quarter, and/ or its extension thereof, for a distance of 718.00 feet, more or less, (deed) to a point bearing South 01° 08'10" West 557.33 feet from the Northeast corner of said Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4); thence North 38° 41'36" West for a distance of 711.74 feet, (deed) to a point on the North line of said Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 21; thence North for a distance of 236.00 feet (deed), more or less, (deed) to the Southwesterly boundary of the Southern Pacific Railroad Right-of-Way at a point that bears North 72° 36'05" East 851.33 feet (survey) from a 2" iron pipe per CS PB3-1 marking the Center South Sixteenth (CS1/16) corner of said Section 21; thence along said railroad right-of-way North 74° 04'45" West 31.26 feet (survey); thence leaving said railroad right-of-way South 00° 25'39" East 253.04 feet (survey) along a line that is a 30 foot offset and parallel to the easterly boundary that property described above per said Deed #90-11-0535; thence along the following surveyed boundary: South 29° 01'32" East 141.59 feet; South 05° 23'29" West 135.78 feet; South 58° 50'04" West 451.95 feet; South 68° 04'07" West 191.64 feet; North 87° 36'14" West 385.62 feet; North 69° 12'34" West 168.76 feet; North 65° 27'27" West 62.88 feet; North 26° 52'52" West 71.75 feet; North 70° 26'19" West 76.93 feet; North 55° 47'26" West 128.29 feet; North 53° 42'37" West 115.46 feet; thence North 33° 46'24" West 125 feet, more or less, to a point on North line of that property described per said Deed Instrument 90-11-0535 in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of said Section 21, said point bearing South 79° 16'18" West 680 feet, more or less, from said Center South Sixteenth (CS1/16) corner of Section 21; thence West (Deed) along said north line 171 feet, more or less, to a 5/8" iron rod; thence North 29° 00'00" West for a distance of 135.00 feet (deed), more or less, to the North line of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of said Section 21; thence West 388 feet, more or less along said North line to the centerline of drainage ditch; thence along said drainage ditch centerline as follows: South 67° 03'59" West 74.81 feet; South 83° 09'59" West 216.44 feet; South 89° 10'04" West 230.69 feet; North 89° 28'11" West 325.33 feet; South 38° 10'23" West 157.14 feet; South 83° 00'57" West 316.34 feet; South 74° 04'52" West 82.65 feet; South 69° 21'09" West 32.37 feet; South 37° 45'20" West 88.03 feet; thence leaving said drainage centerline South 01° 20'34" West 897.47 feet to the centerline of a drainage ditch and the true point of beginning.

All bearings based upon CS 24B78, Records of the Coos County Surveyor

ALSO that certain parcel conveyed from Ellen Jorgensen to Raymond C. Wheeler and Judy A. Wheeler by Warranty Deed recorded September 29, 1994, Document #94-09-1070, described as follows:

The East Half (1/2) of the Southeast Quarter (SE1/4) of Section 21, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, lying Westerly of Highway 42 and the Southern Pacific Railroad.

EXCEPT that portion conveyed to Michael Gardner and Tim Bones by instrument recorded December 31, 1991 bearing Microfilm Reel No. 91-12-1241, Records of Coos County, Oregon.

PARCEL 2:

Parcel 1, PARTITION PLAT 2001 #13, filed and recorded November 28, 2001, in CAB C/340, bearing Instrument No. 2001-14230, Records of Coos County, Oregon.

EXHIBIT "A"
Legal Description

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.

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

STATEMENT OF TAX ACCOUNT
COOS COUNTY TAX COLLECTOR
COOS COUNTY COURTHOUSE
COQUILLE, OREGON 97423
(541) 396-7725

7-Nov-2023

OREGON DEPARTMENT OF FISH AND WILDLIFE
C/O REALTY SERVICES (TOFTE)
4034 FAIRVIEW INDUSTRIAL DR SE
SALEM OR 97302-1142

Tax Account #	712904	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	0891
Situs Address		Interest To	Nov 7, 2023

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2023	ADVALOREM	\$2,231.55	\$2,300.57	\$0.00	\$69.02	\$2,300.57	Nov 15, 2023
2022	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,503.07	Nov 15, 2022
2021	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,337.05	Nov 15, 2021
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,325.99	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,317.75	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$6,686.24	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$9,466.96	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$9,372.55	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$7,137.10	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$7,133.96	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$946.21	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$936.13	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$904.82	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$893.09	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$868.76	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$898.13	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$829.56	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$800.03	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$811.22	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$491.09	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$476.01	Nov 15, 2003
Total		\$2,231.55	\$2,300.57	\$0.00	\$69.02	\$60,436.29	

TAX NOTATION...

NOTATION CODE	DATE ADDED	DESCRIPTION
SPLIT CODE	4-Jun-2014	AFFIDAVIT #20303 - #712994 COMBINED INTO #712904 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION

STATEMENT OF TAX ACCOUNT
COOS COUNTY TAX COLLECTOR
COOS COUNTY COURTHOUSE
COQUILLE, OREGON 97423
(541) 396-7725

7-Nov-2023

Tax Account #	712705	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	0891
Situs Address		Interest To	Nov 7, 2023

Tax Summary

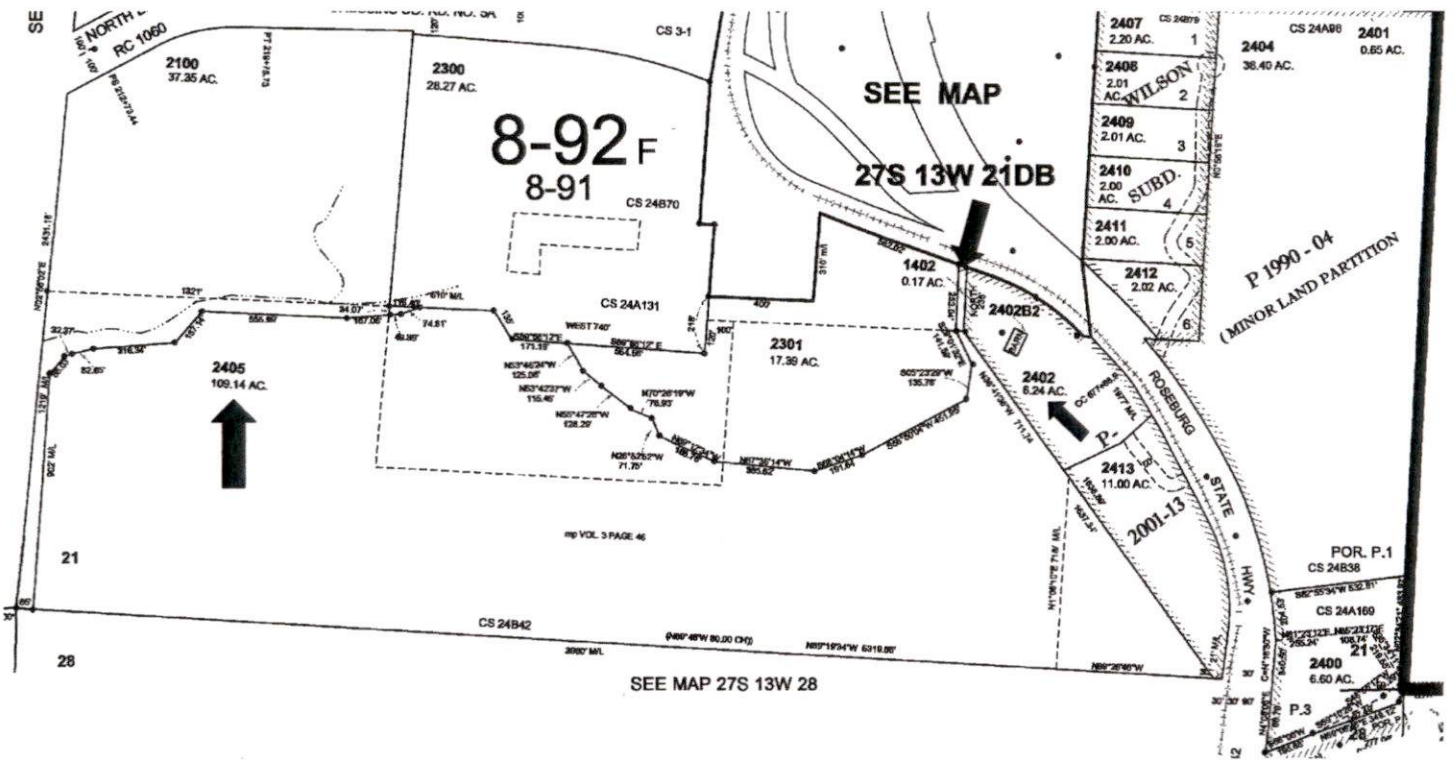
Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2022	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$18.75	Nov 15, 2022
2021	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$18.75	Nov 15, 2021
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$18.75	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$18.75	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$18.75	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$91.43	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$91.31	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$91.25	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$91.69	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$91.77	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$91.76	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$91.57	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$91.95	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$94.52	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$128.74	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$91.97	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$85.78	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$79.61	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$75.67	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$72.69	Nov 15, 2003
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$1,455.46	



TICOR TITLE™



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, locations of easements, acreage or other matters shown thereon.



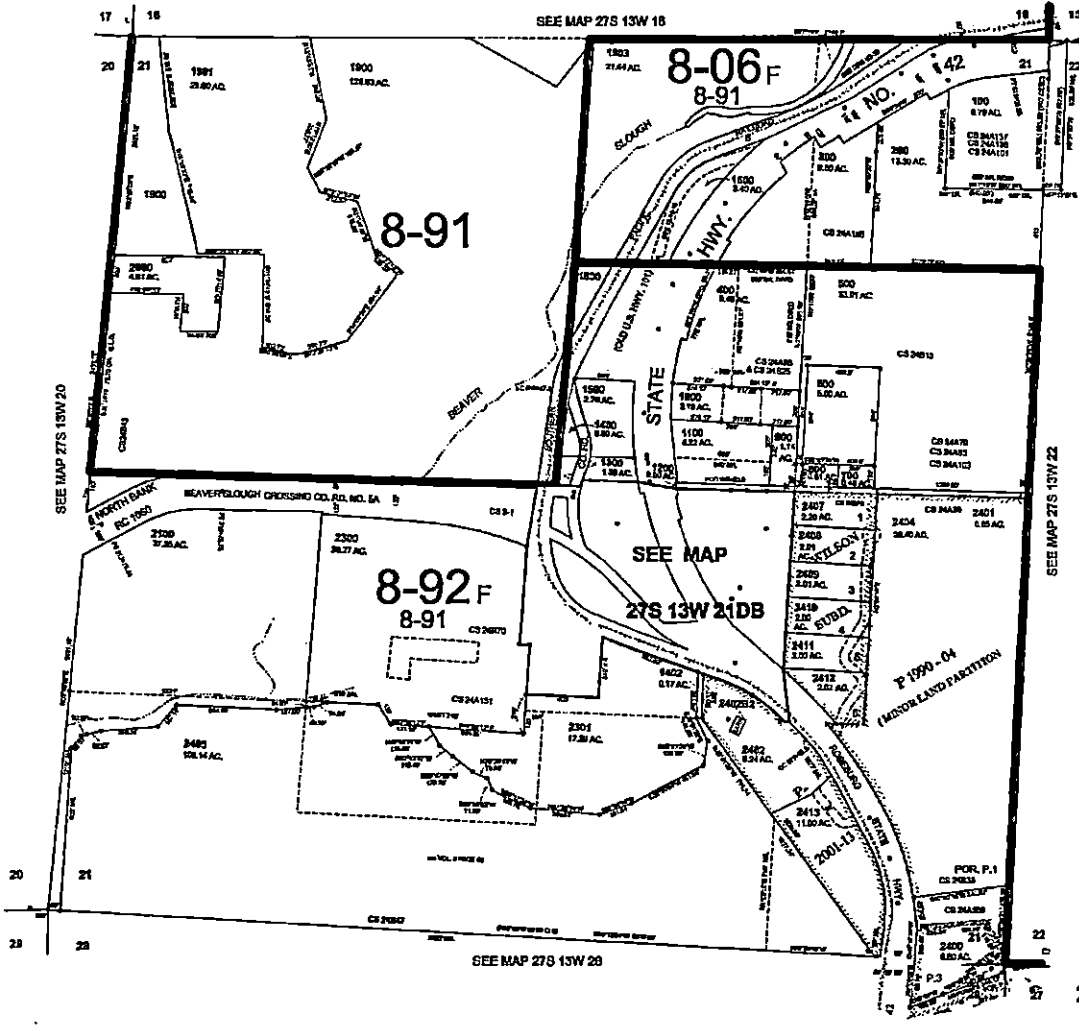
THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSES ONLY

SECTION 21 T27S R13W W.M.
COOS COUNTY

1" = 400'

27S 13W 21
& INDEX

CANCELLED NO.



- 1700
- 1700M1
- 2200A1
- 2200
- 2400M1
- 2300A1
- 2400B1
- 1001
- 1101
- 2403
- 2402A3
- 2302
- 1802
- 2101
- 2414
- 2305
- 201
- 2415
- 2400
- 1403
- 2416
- 2304
- 2417
- 801

09-04-2018
27S 13W 21
& INDEX

COOS COUNTY, OREGON 2017-09908
\$81.00 10/16/2017 10:16:00 AM
DEBBIE HELLER, CEA, COOS COUNTY CLERK Pgs=8

SEND TAX STATEMENTS TO:
Oregon Department of Fish and Wildlife
ATTN: REALTY SERVICES (Tofte)
4034 Fairview Industrial Drive SE
Salem, OR 97302

COOS COUNTY, OREGON 2017-11302
\$81.00 11/27/2017 03:09:58 PM
DEBBIE HELLER, CEA, COOS COUNTY CLERK Pgs=8

AFTER RECORDING, RETURN TO:
same as above

**AFTER RECORDING
RETURN TO**
Ticor Title Company
300 West Anderson Ave. - Box 1075
Coos Bay, OR 97420-0233
60152235

WARRANTY DEED
(ORS 93.850)

re-record at the request of Ticor
Title to add the compliance stamp
from the Assessors previously in
Inst# 2017-09908

RAYMOND C. WHEELER, Grantor, conveys and warrants to the STATE OF OREGON, by and through the OREGON DEPARTMENT OF FISH AND WILDLIFE, Grantee, the following described real property free of all encumbrances except as specifically set forth herein:

Land in Coos County, Oregon, as described on Exhibit "A" attached hereto and by this reference made a part hereof.

SUBJECT TO the encumbrances described on Exhibit "B" attached hereto and by this reference made a part hereof; and

The true consideration for this conveyance is \$294,900.00

RESERVING UNTO THE GRANTOR, a personal, non-assignable, non-appurtenant easement for the purpose of ingress and egress to Grantor's property North and adjacent to property conveyed herein, for the term of Grantors life, forty (40) feet in width, which is twenty (20) feet on each side of the following described centerline:

Beginning on the Southerly boundary of the old Southern Pacific Railroad right-of-way at a point that bears North 73°10'14" East 864.34 feet from a 2" iron pipe per CS PB3-1 marking the Center South Sixteenth (CS1/16) corner of said Section 21, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, thence along the centerline of the herein described easement South 00°25'39" East 248.64 feet, said center line being perpendicular and offset 15 feet West of the East boundary of that property described per Warranty Deed 90-11-0535, Deed Records of Coos County, Oregon;

Thence leaving said parallel offset and continuing along said easement centerline, also being the centerline of an existing dirt road as follows:

South 36°45'37" East 187.93;
South 02°05'55" East 62.28 feet;
South 20°34'05" West 39.23 feet;
South 39°51'48" West 65.56 feet;
South 59°44'35" West 350.45 feet;
South 56°11'21" West 142.27 feet;

All charges against the real property
for tax account number(s)
712705
have been paid as of the recording date of this instrument.
D. Smith 11-27-17
(Assessor or representative) (Date of Signature)

The State of Oregon, acting by and through the Oregon Department of Fish and Wildlife, accepts this conveyance in accordance with ORS 93.808.

OREGON DEPARTMENT OF FISH AND WILDLIFE:

By: 
Shannon Hurn, Deputy Director
Fish and Wildlife Programs

STATE of OREGON)
) ss.
COUNTY of Marion)

This instrument was acknowledged before me on 10/3, 2017, by Shannon Hurn, as Deputy Director of Fish and Wildlife Programs for the Oregon Department of Fish and Wildlife.

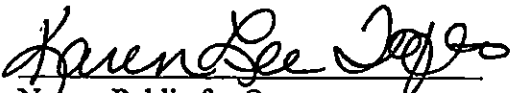

Notary Public for Oregon
My commission expires: 4/29/2018



EXHIBIT "A"

A parcel of land being a portion of that property conveyed from Ellen Jorgensen to Raymond C. Wheeler and Judy A. Wheeler per Warranty Deed recorded November 15, 1990, Document #90-11-0535, Deed Records of Coos County, Oregon, described as follows:

Commencing at the Northwest corner of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 21, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, thence South along the West line of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) and/or its extension thereof, for a distance of 1219 feet, more or less, (deed) to the centerline of a drainage ditch; Thence East along the centerline of said drainage ditch South 89°16'42" East 64.97 feet (survey) to the TRUE POINT OF BEGINNING of the herein described property;

Thence East along said drainage ditch centerline for a distance of 3900.00 feet, more or less, to the east line of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of said Section 21, and/or its extension thereof;

Thence North 01°08'10" East along said East line of the Southwest Quarter of the Southeast Quarter, and/ or its extension thereof, for a distance of 718.00 feet, more or less, (deed) to a point bearing South 01°08'10" West 557.33 feet from the Northeast corner of said Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4);

Thence North 38°41'36" West for a distance of 711.74 feet, (deed) to a point on the North line of said Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 21;

Thence North for a distance of 236.00 feet (deed), more or less, (deed) to the Southwesterly boundary of the Southern Pacific Railroad Right-of-Way at a point that bears North 72°36'05" East 851.33 feet (survey) from a 2" iron pipe per CS PB3-1 marking the Center South Sixteenth (CS1/16) corner of said Section 21;

Thence along said railroad right-of-way North 74°04'45" West 31.26 feet (survey);

Thence leaving said railroad right-of-way South 00°25'39" East 253.04 feet (survey) along a line that is a 30 foot offset and parallel to the easterly boundary that property described above per said Deed #90-11-0535;

Thence along the following surveyed boundary:

South 29°01'32" East 141.59 feet;

South 05°23'29" West 135.78 feet;

South 58°50'04" West 451.95 feet;

South 68°04'07" West 191.64 feet;

North 87°36'14" West 385.62 feet;

North 69°12'34" West 168.76 feet;

North 65°27'27" West 62.88 feet;

North 26°52'52" West 71.75 feet;

North 70°26'19" West 76.93 feet;

North 55°47'26" West 128.29 feet;

North 53°42'37" West 115.46 feet;

Thence North 33°46'24" West 125 feet, more or less, to a point on North line of that property described per said Deed Instrument 90-11-0535 in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of said Section 21, said point bearing South 79°16'18" West 680 feet, more or less, from said Center South Sixteenth (CS1/16) corner of Section 21;

Thence West (Deed) along said north line 171 feet, more or less, to a 5/8" iron rod;
Thence North 29°00'00" West for a distance of 135.00 feet (deed), more or less, to the North line of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of said Section 21;
Thence West 388 feet, more or less along said North line to the centerline of drainage ditch;
Thence along said drainage ditch centerline as follows:
South 67°03'59" West 74.81 feet;
South 83°09'59" West 216.44 feet;
South 89°10'04" West 230.69 feet;
North 89°28'11" West 325.33 feet;
South 38°10'23" West 157.14 feet;
South 83°00'57" West 316.34 feet;
South 74°04'52" West 82.65 feet;
South 69°21'09" West 32.37 feet;
South 37°45'20" West 88.03 feet;
Thence leaving said drainage centerline South 01°20'34" West 897.47 feet to the centerline of a drainage ditch and the true point of beginning.

All bearings based upon CS 24B78, Records of the Coos County Surveyor.

TOGETHER WITH an access easement set forth in Warranty Deed from Ellen Jorgensen to Raymond C. Wheeler, et ux, recorded November 15, 1990, Document #90-11-0535, which provides ingress and egress to the conveyed property, from North Bank Road, over and across an existing road, described as follows:
Beginning at the most Southerly corner of the property conveyed to Russell B. Rydlund, et ux, in Book 225, Page 647, Deed Records of Coos County, Oregon, said point being on the North boundary of the Southern Pacific Railroad and bears South 39° 51' East 174.4 feet from the intersection of said railroad boundary with the West boundary of the NW quarter of the SE quarter of Section 21, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence North 41° 49' East 214.7 feet to a point on the right of way line of the State Highway; thence Southeasterly along said State Highway boundary to the intersection of the North boundary of said Southern Pacific Railroad; thence Westerly along said railroad to the point of beginning.

ALSO that certain parcel conveyed from Ellen Jorgensen to Raymond C. Wheeler and Judy A. Wheeler by Warranty Deed recorded September 29, 1994, Document #94-09-1070, described as follows:

The East Half (1/2) of the Southeast Quarter (SE1/4) of Section 21, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, lying Westerly of Highway 42 and the Southern Pacific Railroad.

EXCEPT that portion conveyed to Michael Gardner and Tim Bones by instrument recorded December 31, 1991 bearing Microfilm Reel No. 91-12-1241, Records of Coos County, Oregon.

TOGETHER WITH an access easement reserved by Grantor in Warranty Deed from Ellen Jorgensen to Michael F. Gardner and Tim Bones, recorded December 31, 1991, Document #91-12-1241, which provides ingress and egress over presently existing roads. **EXCEPTING THEREFROM** that portion of the presently existing road lying within the Right of Way of Southern Pacific Railroad.

EXHIBIT "B"

1. The Land has been classified as Farm, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
2. Any adverse claim based upon the assertion that:
 - a) Said Land or any part thereof is now or at any time has been below the highest of the high watermarks of unnamed drainage ditch and streams in the event the boundary of said unnamed drainage ditch and streams has been artificially raised or is now or at any time has been below the high watermark, if said unnamed drainage ditch and streams is in its natural state.
 - b) Some portion of said Land has been created by artificial means or has accreted to such portion so created.
 - c) Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of unnamed drainage ditch and streams, or has been formed by accretion to any such portion.
3. Regulations, levies, liens, assessments, rights of way and easements of Beaver Slough Drainage District.
4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Oregon Power Company
Purpose: utilities
Recording Date: July 1, 1916
Recording No: Book 73 Page 453 Deed Records

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mountain States Power Company
Purpose: utilities
Recording Date: September 7, 1929
Recording No: Book 108 Page 609 Deed Records

6. Agreement

Executed by: Edwin D. Yoakam etux and Jens Jorgensen etux
Recording Date: July 14, 1942
Recording No.: Book 143 Page 216 Deed Records

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Power and Light Company

Purpose: utilities

Recording Date: February 9, 1977

Recording No: 77-02-02037

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Power and Light Company, a corporation

Purpose: utilities

Recording Date: April 3, 1981

Recording No: 81-02-4680

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Power and Light Company

Purpose: utilities

Recording Date: June 17, 1981

Recording No: 81-03-0378

10. Minor Partition

Recording Date: February 9, 1988

Recording No.: 88-02-0475

11. Minor Partition

Recording Date: July 13, 1988

Recording No.: 88-07-0729

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document.

Granted to: Clark Wilson and Sheila Wilson

Purpose: irrigation pipeline

Recording Date: February 22, 1990

Recording No: 90-02-1471

13. Agreement for Easement

Executed by: Raymond C. Wheeler and Judy A. Wheeler, husband and wife and Ellen Jorgensen
Recording Date: September 14, 1995
Recording No.: 95-09-0427
Purpose: Road access for the benefit of pasture lands

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Beaver Slough Drainage District, a public body organized and operated under the authority of ORS Chapter 450
Purpose: ingress, egress construction, maintenance and repair of certain water control measures
Recording Date: December 17, 2014
Recording No: 2014-10053

15. Effect of Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Beaver Slough Drainage District, a Drainage District under ORS Ch. 547
Purpose: See document for details
Filed Date: December 13, 2015
Recording No: Case No. 14CV0814/14CV0815

After recording return to:
James R. Martin
PO Box 29
Coos Bay, Oregon 97420



Debbie Heller, CCC, Coos County Clerk

Until a change is requested, send all tax statements to:
Michael Gardner, 96830 Hwy 42, Coquille, Oregon 97423

The consideration is: None (business planning)

Tax account number of property: R 712901

Address of Grantor: Michael F. Gardner, 96830 Hwy 42, Coquille, Oregon 97423

Address of Grantee: Winter Lake Properties, LLC, 96830 Hwy 42, Coquille, Oregon 97423

WARRANTY DEED

Michael F. Gardner, hereinafter called Grantor, conveys to Winter Lake Properties, LLC, an Oregon limited liability company, hereinafter called Grantee, all that real property situated in Coos County, State of Oregon, described as follows:

Parcel 1, Partition Plat 2001 - 13, filed and recorded November 28, 2001, in CAB C/340, bearing instrument No. 2001-14230, Records of Coos County, Oregon.

TL 2402, Coos County Assessor's Tax Account #7129.01 and 7129.91

Together with a perpetual, nonexclusive easement for ingress and egress 50 feet in width across Parcel 2 of said partition plat as said easement is more particularly described in said partition plat. Owner of Parcel 2 may also use said easement.

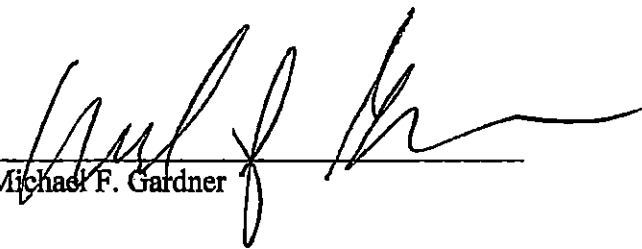
Subject to and excepting: see exhibit A

Provided, however, that prior owner Tim Bones has agreed to indemnify, defend and hold grantor harmless from the lien listed as item 18 and the lien listed as item 22 on exhibit A, as set forth in the deed recorded as Instrument No. 2002-8596 in records of Coos County.

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

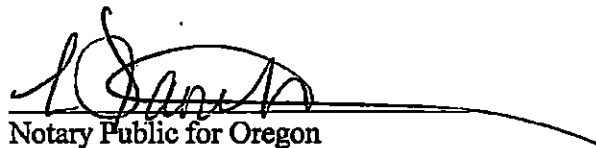
DATED this 22nd day of October, 2019.



Michael F. Gardner

STATE OF OREGON)
) ss.
County of Coos)

Personally appeared the above named Michael F. Gardner and acknowledged the foregoing instrument to be his voluntary act and deed. Before me this 22nd day of October, 2019.



Notary Public for Oregon

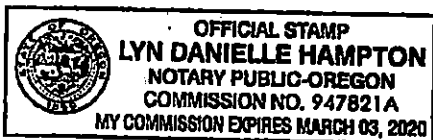


EXHIBIT 'A'

1. 2001-02 taxes unpaid, together with any accrued interest
\$31.22
Tax Acct. No. 102883 Code 8.92
2. Any improvement located upon the insured property which is described or defined as a mobile home under the provisions of Chapters 803 and 820, OREGON REVISED STATUTES and is subject to registration as provided therein.
3. Rights of the public in and to that portion lying within streets, roads and highways.
4. The premises herein described are within and subject to the statutory powers, including the power of assessment of Beaver Slough Drainage.
5. Easement, including the terms and provisions thereof,
To: Oregon Power Company
Recorded: July 1, 1916
Book: 73 Page: 453, Deed
Records of Coos County, Oregon.
For: Power line
6. Easement, including the terms and provisions thereof,
To: Mountain States Power Company
Recorded: September 7, 1929
Book: 108 Page: 609, Deed
Records of Coos County, Oregon.
For: Power line
7. Agreement, including the terms and provisions thereof,
Between: Edwin D. Yoakam, et ux
And: Jens Jorgensen, et ux
Dated:
Recorded: July 14, 1942
Book: 143 Page: 216, Deed
Records of Coos County, Oregon.
8. Easement, including the terms and provisions thereof,
To: Pacific Power & Light Company
Recorded: February 9, 1977
Microfilm Reel No. 77-2-02037
Records of Coos County, Oregon.
9. Easement, including the terms and provisions thereof,
To: Pacific Power & Light Company
Recorded: April 3, 1981
Microfilm Reel No. 81-2-4680
Records of Coos County, Oregon.
For: Transmission and distribution lines
10. Easement, including the terms and provisions thereof,
To: Pacific Power & Light Company
Recorded: June 17, 1981

Microfilm Reel No. 81-3-0378
Records of Coos County, Oregon.
For: Underground system

11. Minor Partition, including the terms and provisions thereof, as set forth on map
Recorded: February 9, 1988
Microfilm Reel No.: 88-02-0475
Records of Coos County, Oregon.
12. Minor Partition, including the terms and provisions thereof, as set forth on map
Recorded: July 13, 1988
Microfilm Reel No.: 88-07-0729
Records of Coos County, Oregon.
13. Easement, including the terms and provisions thereof,
To: Clark Wilson, et ux
Recorded: February 22, 1990
Microfilm Reel No. 90-02-1471
Records of Coos County, Oregon.
For: Irrigation purposes
14. Judgment in the State Circuit Court,
In favor of: Dianna Finney
Against: Mike Gardner
Case No.: 91F0015
Date entered: July 18, 1991
Docket No: OJIN
Face amount: \$366.00 per month child support to begin August 1, 1991; Partial
Satisfaction \$366.00 on February 1, 1999; Partial Satisfaction in the amount
\$1,884.90 on October 25, 1999
Circuit Court Docket Records of Coos County, Oregon.
15. Reservations as disclosed by Warranty Deed from Ellen Jorgensen to Michael F.
Gardner and Tim Bones, dated December 11, 1991, and recorded December 31, 1991,
bearing Microfilm Reel No. 91-12-1241, Records of Coos County, Oregon.
16. Deed of Trust, including the terms and provisions thereof, given to secure a note,
Amount: \$25,632.00
Executed by: Michael F. Gardner and Tim D. Bones
Trustee: Ticor Title Insurance Co.
Beneficiary: Security Bank
Dated: December 31, 1991
Recorded: December 31, 1991
Microfilm Reel/Instrument No. 91-12-1242
Records of Coos County, Oregon.
17. Deed of Trust, including the terms and provisions thereof, given to secure a note,
Amount: \$50,593.00
Executed by: Michael F. Gardner and Tim D. Bones
Trustee: Ticor Title Insurance
Beneficiary: Security Bank
Dated: January 15, 1993
Recorded: January 20, 1993
Microfilm Reel/Instrument No. 93-01-0677

Records of Coos County, Oregon.

18. Mortgage, including the terms and provisions thereof, given to secure a note,
Amount: \$150,000.00
Executed by: Michael F. Gardner and Tim Bones, as tenants in common
To: Security Bank
Dated: January 11, 1994
Recorded: January 13, 1994
Microfilm Reel/Instrument No. 94-01-0528
Records of Coos County, Oregon.

Said Mortgage was Modified by Agreement,
Dated: August 30, 1996
Recorded: September 5, 1996
Microfilm Reel/Instrument No. 96-09-0163
Records of Coos County, Oregon.

19. Assignment of Rents, including terms and provisions therein,
Between: Michael F. Gardner and Tim D. Bones and Security Bank
Dated: August 30, 1996
Recorded: September 5, 1996
Microfilm Reel No.: 96-09-0162
Records of Coos County, Oregon.

20. Final Partition Plat, including the terms and provisions thereof,
Recorded: November 28, 2001
Microfilm Reel No. 2001-14230
Records of Coos County, Oregon.

21. Easement as disclosed on Final Partition Plat
Filed and Recorded: June 21, 2001
Cab: C/340
Microfilm Reel No./Inst. #: 2001-14230
Records of Coos County, Oregon

22. Personal Property Tax Warrant, including the terms and provisions thereof,
Amount: \$1,786.26
Against: Tim Bones
Warrant Number: 2000-50
as set forth in instrument recorded: June 21, 2001
Microfilm Reel No.: 2001-6552
Records of Coos County, Oregon.

COOS County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2021

NOT OFFICIAL VALUE

October 9, 2021 12:38:38 am

Account # 712904	Tax Status NONASSESSABLE
Map # 27S13210002405	Acct Status ACTIVE
Code - Tax # 0891-712904	Subtype NORMAL
Legal Descr See Record	
Mailing Name OREGON DEPARTMENT OF FISH AND WILDLIFE	Deed Reference # 2017-11302
Agent	Sales Date/Price 10-12-2017 / \$294,900.00
In Care Of C/O REALTY SERVICES (TOFTE)	Appraiser
Mailing Address 4034 FAIRVIEW INDUSTRIAL DR SE SALEM, OR 97302-1142	
Prop Class 998 MA SA NH Unit	
RMV Class 000 04 17 RRL 12792-1	

Situs Address(s)		Situs City					
Code Area	RMV	MAV	Value Summary		MSAV	RMV Exception	CPR %
			AV	SAV			
0891 Land	227,140					Land	0
Impr.	0					Impr.	0
Code Area Total	227,140	0	0	0	0		0
Grand Total	227,140	0	0	0	0		0

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown			Land Class	LUC	Trended RMV
						TD%	LS	Size			
0891	20	<input type="checkbox"/>	1	IND, EFU	Market	100	A	109.20	MV	003	227,140
Grand Total								109.20			227,140

Code Area	Yr ID#	Stat Built	Class	Description	Improvement Breakdown			Total Sq. Ft.	Ex% MS Acct #	Trended RMV
					TD%					
Grand Total										0

Code Area	Type	Exemptions/Special Assessments/Potential Liability									
0891		SPECIAL ASSESSMENT:									
		■ BEAVER SL DRAINAGE DISTRICT	Amount	2,776.55	Acres	0	Year	2021			
		■ BEAVER SLOUGH DRAINAGE BOND	Amount	2,141.91	Acres	0	Year	2021			
		NOTATION(S):									
		■ FARM/FOREST POT'L ADD'L TAX LIABILITY									FARM
		■ FARM HOMESITE									
0891		FIRE PATROL:									
		■ FIRE PATROL TIMBER	Amount	195.14	Acres	109.2	Year	2021			

STATEMENT OF TAX ACCOUNT
COOS COUNTY TAX COLLECTOR
COOS COUNTY COURTHOUSE
COQUILLE, OREGON 97423
(541) 396-7725

8-Oct-2021

Tax Account #	712904	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	0891
Situs Address		Interest To	Oct 15, 2021

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,325.99	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,317.75	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$6,686.24	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$9,466.96	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$9,372.55	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$7,137.10	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$7,133.96	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$946.21	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$936.13	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$904.82	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$893.09	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$868.76	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$898.13	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$829.56	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$800.03	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$811.22	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$491.09	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$476.01	Nov 15, 2003
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$53,295.60	

TAX NOTATION...

NOTATION CODE	DATE ADDED	DESCRIPTION
SPLIT CODE	4-Jun-2014	AFFIDAVIT #20303 - #712994 COMBINED INTO #712904 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION

**COOS COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

10/9/2021 12:39:04 AM

Account # 712904
Map 27S1321-00-02405
Owner OREGON DEPARTMENT OF FISH AND WILDLIFE
C/O REALTY SERVICES (TOFTE)
4034 FAIRVIEW INDUSTRIAL DR SE
SALEM OR 97302-1142

Name Type	Name	Ownership Type	Own Pct
OWNER	STATE OF OREGON DEPARTMENT OF FISH AND WILDLIFE	OWNER	
OWNER	STATE OF OREGON DEPARTMENT OF FISH AND WILDLIFE		

COOS COUNTY ASSESSOR'S NAME LEDGER

10/9/2021 12:39:09 AM

Account ID 712904 **Township** 27S **Range** 13 **Section** 21 **1/4** 0 **1/16** 0 **Taxlot** 02405 **Special Interest**

Effective Date 01-Nov-1990 12:00 AM **Transaction ID** -192143 **Entry Date** 01-Nov-1990 **Recorded Date** 01-Nov-1990 **Sale Date** 01-Nov-1990

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	-193622	1991	HISTORICAL - BOR	U	1991	115804	1	901100535		NAME CHANGE	
Name Changes			Status	Name				Name Type	Ownership Type	Ownership %	
			A	WHEELER, RAYMOND C. &				OWNER			
Size Totals		Code	Acres	Sqft	Alternate Size						

Effective Date 08-Nov-1990 12:00 AM **Transaction ID** -196660 **Entry Date** 08-Nov-1990 **Recorded Date** 08-Nov-1990 **Sale Date** 08-Nov-1990

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	-193624	1992	HISTORICAL - BOR	WD	1992	114348	1	90-11-0535		NAME CHANGE	
Name Changes			Status	Name				Name Type	Ownership Type	Ownership %	
			A	WHEELER, RAYMOND & JUDY				OWNER			
Size Totals		Code	Acres	Sqft	Alternate Size						

Effective Date 13-Sep-2010 12:00 AM **Transaction ID** -35604 **Entry Date** 13-Sep-2010 **Recorded Date** 13-Sep-2010 **Sale Date** 13-Sep-2010

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	-35604	2010	ASSESSOR'S FILE		2010	-712904	1	CONVERSION		CONVERSION	
Size Changes		Code	+/- Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code				
		0891	100.44 Acres								
Size Totals		Code	Acres	Sqft	Alternate Size						
		0891	100.44								

Effective Date 23-May-2013 12:00 AM **Transaction ID** 421846 **Entry Date** 23-May-2013 **Recorded Date** 23-May-2013 **Sale Date** 23-May-2013

SPLIT CODE COMBINATION DONE BY HELION

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
3701	476856	2013	ASSESSOR		2013	448	1			COMBINATION - TO	
COMBINE SPLIT CODE ACCOUNTS											27S132100-02405
Size Changes		Code	+/- Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code				

Account ID 712904 **Township** 27S **Range** 13 **Section** 21 **1/4** 0 **1/16** 0 **Taxlot** 02405 **Special Interest**

Size Totals	Code	Acres	Sqft	Alternate Size
	0892	5.00		Acres
	0891	100.44		
	0892	5.00		

Effective Date 30-May-2014 12:00 AM **Transaction ID** 570836 **Entry Date** 30-May-2014 **Recorded Date** 30-May-2014 **Sale Date** 30-May-2014

FIRE PATROL CODE AREA ELIMINATION

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1122	662412	2014	ASSESSOR	CODE	2014	446	1			CODE CHANGE	

ELIMINATE STATE FIRE CODE AREA ON SPLIT CODE ACCOUNTS

Size Changes	Code	+/- Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code
	0891	-100.44 Acres		DELETED		0892
	0892	100.44 Acres				
Size Totals	Code	Acres	Sqft	Alternate Size		
	0892	105.44				

Effective Date 23-May-2016 4:23 PM **Transaction ID** 854569 **Entry Date** 04-Jan-2016 **Recorded Date** 30-Dec-2015 **Sale Date**

PLA

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	1090162	2016	CLERK	PLA	2015	11415	1			SIZE CHANGE	

EXCEPT PARCEL 2414 W/ 4.71 AC.

Size Changes	Code	+/- Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code
	0892	-4.71 Acres	0			
Size Totals	Code	Acres	Sqft	Alternate Size		
	0892	100.73				

Effective Date 10-Mar-2017 1:11 PM **Transaction ID** 992213 **Entry Date** 09-Mar-2017 **Recorded Date** 27-Feb-2017 **Sale Date**

DEATH CERT FOR JUDY A WHEELER

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
2	1232729	2017	CLERK	DC	2017	1722	1			NAME CHANGE	

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
D		WHEELER, RAYMOND C. & JUDY A.	OWNER	OWNER	100.0000
A		WHEELER, RAYMOND C	OWNER	OWNER	
OWNER		WHEELER, RAYMOND C			

Account ID 712904 Township 27S Range 13 Section 21 1/4 0 1/16 0 Taxlot 02405 Special Interest

Size Totals	Code	Acres	Sqft	Alternate Size
	0892	100.73		

Effective Date 13-Jun-2018 4:28 PM Transaction ID 2719361 Entry Date 13-Jun-2018 Recorded Date 13-Jun-2018 Sale Date
 CONSOLIDATION PER OWNERS REQEUST

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
2	2996438	2018	ASSESSOR	CON	2018	64	1			COMBINATION - TO	27S132100-02408

ALSO PARCEL 2406 W/ 5.53 AC.

Size Changes	Code	+/- Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code
	0892	5.53 Acres	0			
Size Totals	Code	Acres	Sqft	Alternate Size		
	0892	106.26				

Effective Date 29-Jun-2018 9:18 AM Transaction ID 1002795 Entry Date 08-Aug-2017 Recorded Date 01-Aug-2017 Sale Date
 PLA

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
2	2998525	2018	CLERK	PLA	2017	7362	1			SIZE CHANGE	

EXCEPT PARCEL 2416 W/ 9.80 AC.; ALSO PARCEL 2304 W/ 12.74 AC.

Size Changes	Code	+/- Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code
	0892	2.94 Acres	0			
Size Totals	Code	Acres	Sqft	Alternate Size		
	0892	109.20				

Effective Date 29-Jun-2018 10:51 AM Transaction ID 2719956 Entry Date 29-Jun-2018 Recorded Date 29-Jun-2018 Sale Date

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	2998291	2018	ASSESSOR	AF	2018	73	1			CODE CHANGE	

Size Changes	Code	+/- Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code
	0892	-109.20 Acres	0	DELETED		0891
	0891	109.20 Acres	0			
Size Totals	Code	Acres	Sqft	Alternate Size		
	0891	109.20				

Account ID 712904 Township 27S Range 13 Section 21 1/4 0 1/16 0 Taxlot 02405 Special Interest

Effective Date 29-Jun-2018 1:38 PM Transaction ID 1112666 Entry Date 17-Oct-2017 Recorded Date 16-Oct-2017 Sale Date

REF ONLY: MISSING CERTIFICATE OF CHARGES PAID, CORRECTED BY 2017-11302

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	2998305	2018	CLERK	WD	2017	8908	1			NOTATION	

Size Totals	Code	Acres	Sqft	Alternate Size
	0891	109.20		

Effective Date 29-Jun-2018 2:14 PM Transaction ID 1117487 Entry Date 29-Nov-2017 Recorded Date 27-Nov-2017 Sale Price \$294,900 Sale Date 12-Oct-2017

CORRECTS 2017-9908

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	2998309	2018	CLERK	WD	2017	11302	1			NAME CHANGE	

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %
	D	WHEELER, RAYMOND C	OWNER	OWNER	
	A	STATE OF OREGON DEPARTMENT OF FISH AND WILDLIFE	OWNER	OWNER	
		OWNER			
		STATE OF OREGON DEPARTMENT OF FISH AND WILDLIFE			

Size Totals	Code	Acres	Sqft	Alternate Size
	0891	109.20		

3	2998315	2018	CLERK	WD	2017	11302	1			TAX STATUS CHANGE TO NON-ASSESSABLE	
---	---------	------	-------	----	------	-------	---	--	--	-------------------------------------	--

Size Totals	Code	Acres	Sqft	Alternate Size
	0891	109.20		

Effective Date 13-May-2019 7:56 AM Transaction ID 2785340 Entry Date 13-May-2019 Recorded Date 13-May-2019 Sale Date

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	3076145	2019	ASSESSOR'S FILE	CORR	2019	134	1			SITUS CHANGE	

Size Totals	Code	Acres	Sqft	Alternate Size
	0891	109.20		

COOS County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2021

NOT OFFICIAL VALUE

October 11, 2021 12:16:56 pm

Account # 712901	Tax Status ASSESSABLE
Map # 27S13210002402	Acct Status ACTIVE
Code - Tax # 0892-712901	Subtype NORMAL
Legal Descr See Record	
Mailing Name WINTER LAKE PROPERTIES LLC	Deed Reference # 2019-9812
Agent	Sales Date/Price 10-22-2019 / \$0.00
In Care Of	Appraiser ROY N. METZGER
Mailing Address 96830 HIGHWAY 42 COQUILLE, OR 97423-9652	

Prop Class 306	MA	SA	NH	Unit
RMV Class 301	04	17	RRL	12790-1

Situs Address(s)	Situs City
ID# 96830 HWY 42	COQUILLE

Code Area	RMV	MAV	Value Summary			MSAV	RMV Exception	CPR %
			AV	SAV				
0892 Land	118,540						Land	0
Impr.	606,850						Impr.	0
Code Area Total	725,390	615,060	615,060	0	0			0
Grand Total	725,390	615,060	615,060	0	0			0

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown			Land Class	LUC	Trended RMV
						TD%	LS	Size			
0892	20	<input checked="" type="checkbox"/>		RR-2, IND	Market	105	A	5.00	IND	009	97,560
0892	10	<input type="checkbox"/>		RR-2, IND	Market	105	A	1.24	MV	009	20,980
Grand Total								6.24			118,540

Code Area	Yr	Stat	Class	Description	Improvement Breakdown			Total Sq. Ft.	Ex% MS Acct #	Trended RMV
					TD%					
0892	1	1974	452	MH REAL DOUBLE CLASS 5	105		1,344	100 R - 102883	5,220	
0892	4	2010	600	Industrial Other Improvements	105		208		6,940	
0892	1	2003	153	Two story-Class 5	105		2,676		325,510	
0892	2	0	615	Wood products - shingle plant	105		10		159,000	
0892	3	0	615	Wood products - shingle plant	105		10		76,090	
0892	5	2014	860	Billboards	105		10		39,310	
Grand Total								4,258		612,070

Code Area	Type	Exemptions/Special Assessments/Potential Liability					
0892		SPECIAL ASSESSMENT:					
		■ BEAVER SL DRAINAGE DISTRICT	Amount	175.00	Acres	0	Year 2021
		■ BEAVER SLOUGH DRAINAGE BOND	Amount	135.00	Acres	0	Year 2021
		FIRE PATROL:					
		■ FIRE PATROL SURCHARGE	Amount	47.50			Year 2021
		■ FIRE PATROL TIMBER	Amount	18.75	Acres	5.24	Year 2021

MS Account(s): 0892-R-102883

*** The Real MS value is not included in the total of the real account

PP Account(s): 0892-725, 9579

Appr Maint: 2022 - OTHER NEW CONSTRUCTION (GARAGE/OUTBUILDINGS)

STATEMENT OF TAX ACCOUNT
COOS COUNTY TAX COLLECTOR
COOS COUNTY COURTHOUSE
COQUILLE, OREGON 97423
(541) 396-7725

11-Oct-2021

WINTER LAKE PROPERTIES LLC
96830 HIGHWAY 42
COQUILLE OR 97423-9652

Tax Account #	712901	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	0892
Situs Address	96830 HWY 42 COQUILLE OR 97423	Interest To	Oct 15, 2021

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$7,155.18	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$6,819.07	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$5,703.46	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$5,727.50	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$5,485.91	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$5,722.55	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$5,922.36	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$234.34	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$220.23	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$215.61	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$211.33	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$207.83	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$232.50	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$189.77	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$185.72	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$184.84	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$178.04	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$176.76	Nov 15, 2003
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$44,773.00	

**COOS COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

10/11/2021 12:17:36 PM

Account # 712901
Map 27S1321-00-02402
Owner WINTER LAKE PROPERTIES LLC
96830 HIGHWAY 42
COQUILLE OR 97423-9652

Name Type	Name	Ownership Type	Own Pct
OWNER	WINTER LAKE PROPERTIES LLC	OWNER	
OWNER	WINTER LAKE PROPERTIES LLC		

COOS COUNTY ASSESSOR'S NAME LEDGER

10/11/2021 12:18:22 PM

Account ID 712901 **Township** 27S **Range** 13 **Section** 21 **1/4** 0 **1/16** 0 **Taxlot** 02402 **Special Interest**

Effective Date 01-Mar-1981 12:00 AM **Transaction ID** -164434 **Entry Date** 01-Mar-1981 **Recorded Date** 01-Mar-1981 **Sale Date** 01-Mar-1981

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	-193608	1991	HISTORICAL - BOR	U	1991	143257	1	810301131		NAME CHANGE	
Name Changes			Status	Name				Name Type	Ownership Type	Ownership %	
			A	JORGENSEN, RICHARD J. &				OWNER			
Size Totals		Code	Acres	Sqft	Alternate Size						

Effective Date 01-Jan-1989 12:00 AM **Transaction ID** -185301 **Entry Date** 01-Jan-1989 **Recorded Date** 01-Jan-1989 **Sale Date** 01-Jan-1989

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	-193610	1991	HISTORICAL - BOR	U	1991	122535	1	890100396		NAME CHANGE	
Name Changes			Status	Name				Name Type	Ownership Type	Ownership %	
			A	JORGENSEN, ELLEN				OWNER			
Size Totals		Code	Acres	Sqft	Alternate Size						

Effective Date 11-Dec-1991 12:00 AM **Transaction ID** -196663 **Entry Date** 11-Dec-1991 **Recorded Date** 11-Dec-1991 **Sale Date** 11-Dec-1991

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	-193612	1992	HISTORICAL - BOR	WD	1992	112613	1	91-12-1241		NAME CHANGE	
Name Changes			Status	Name				Name Type	Ownership Type	Ownership %	
			A	GARDNER, MICHAEL & BONES, TIM				OWNER			
Size Totals		Code	Acres	Sqft	Alternate Size						

Effective Date 11-Dec-1992 12:00 AM **Transaction ID** -159525 **Entry Date** 11-Dec-1992 **Recorded Date** 11-Dec-1992 **Sale Date** 11-Dec-1992

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	-159525	1992	HISTORICAL - BOR	WD	1992	110357	1	89-01-0396		NAME CHANGE	
Name Changes			Status	Name				Name Type	Ownership Type	Ownership %	
			A	JORGENSEN, ELLEN				OWNER			
Size Totals		Code	Acres	Sqft	Alternate Size						

Account ID 712901 **Township** 27S **Range** 13 **Section** 21 **1/4** 0 **1/16** 0 **Taxlot** 02402 **Special Interest**

Effective Date 24-Jun-2002 12:00 AM **Transaction ID** -100212 **Entry Date** 24-Jun-2002 **Recorded Date** 24-Jun-2002 **Sale Date** 24-Jun-2002

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	-100212	2002	HISTORICAL - BOR	WD	2002	51044	1	2002-8596		NAME CHANGE	
			Name Changes	Status	Name			Name Type	Ownership Type	Ownership %	
				A	GARDNER, MICHAEL F.			OWNER			
				D	JORGENSEN, ELLEN			OWNER			
				D	JORGENSEN, ELLEN			OWNER			
Size Totals		Code	Acres	Sqft	Alternate Size						

Effective Date 13-Sep-2010 12:00 AM **Transaction ID** -35607 **Entry Date** 13-Sep-2010 **Recorded Date** 13-Sep-2010 **Sale Date** 13-Sep-2010

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	-35607	2010	ASSESSOR'S FILE		2010	-712901	1	CONVERSION		CONVERSION	
Size Changes		Code	+/- Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code				
		0891	1.24 Acres								
Size Totals		Code	Acres	Sqft	Alternate Size						
		0891	1.24								

Effective Date 23-May-2013 12:00 AM **Transaction ID** 421846 **Entry Date** 23-May-2013 **Recorded Date** 23-May-2013 **Sale Date** 23-May-2013

SPLIT CODE COMBINATION DONE BY HELION

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
3695	476850	2013	ASSESSOR		2013	448	1			COMBINATION - TO	
COMBINE SPLIT CODE ACCOUNTS											27S132100-02402
Size Changes		Code	+/- Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code				
		0892	5.00 Acres								
Size Totals		Code	Acres	Sqft	Alternate Size						
		0891	1.24								
		0892	5.00								

Effective Date 30-May-2014 12:00 AM **Transaction ID** 570836 **Entry Date** 30-May-2014 **Recorded Date** 30-May-2014 **Sale Date** 30-May-2014

FIRE PATROL CODE AREA ELIMINATION

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1120	662410	2014	ASSESSOR	CODE	2014	448	1			CODE CHANGE	

Account ID 712901 **Township** 27S **Range** 13 **Section** 21 **1/4** 0 **1/16** 0 **Taxlot** 02402 **Special Interest**

ELIMINATE STATE FIRE CODE AREA ON SPLIT CODE ACCOUNTS

Size Changes	Code	+ / - Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code
	0891	-1.24 Acres		DELETED		0892
	0892	1.24 Acres				
Size Totals	Code	Acres	Sqft	Alternate Size		
	0892	6.24				

Effective Date 19-Aug-2016 2:14 PM **Transaction ID** 872098 **Entry Date** 19-Aug-2016 **Recorded Date** 19-Aug-2016 **Sale Date**

DELETING TAX ACCOUNT AFTER DELINQUENT TAX PAID

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	1101402	2016	ASSESSOR	CODE	2016	805	1			CODE CHANGE	

Size Changes	Code	+ / - Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code
	0891	0.00 Acres	0	DELETED		
Size Totals	Code	Acres	Sqft	Alternate Size		
	0892	6.24				

Effective Date 18-Jan-2018 9:01 AM **Transaction ID** 1119771 **Entry Date** 18-Jan-2018 **Recorded Date** 18-Jan-2018 **Sale Date**

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	1386273	2018	ASSESSOR'S FILE	CORR	2018	510	1			SITUS CHANGE	

Size Totals	Code	Acres	Sqft	Alternate Size
	0892	6.24		

Effective Date 03-Dec-2019 8:32 AM **Transaction ID** 2846270 **Entry Date** 04-Nov-2019 **Recorded Date** 28-Oct-2019 **Sale Price** \$0 **Sale Date** 22-Oct-2019

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	3152527	2020	CLERK	WD	2019	9812	1			NAME CHANGE	

Name Changes	Status	Name	Name Type	Ownership Type	Ownership %	
D		GARDNER, MICHAEL F.	OWNER	OWNER	100.0000	
A		WINTER LAKE PROPERTIES LLC	OWNER	OWNER		
		OWNER				
		WINTER LAKE PROPERTIES LLC				
Size Totals	Code	Acres	Sqft	Alternate Size		
	0892	6.24				

COOS COUNTY ASSESSOR
Manufactured Structure Assessment Report
FOR ASSESSMENT YEAR 2021
NOT OFFICIAL VALUE

10/11/2021 12:27:21 PM

Account # 102883
 Code - Tax # 0892
 Mailing Address GARDNER, MICHAEL F.
 96830 HWY 42
 COQUILLE OR 97423-9652

TAX STATUS NONASSESSABLE
 ACCT STATUS ACTIVE
 SUBTYPE REAL
 HOME ID 181302
 X NUMBER 102883

SITUS ADDRESS	SITUS CITY
96830 HWY 42	COQUILLE

APPRAISER ROY N. METZGER

VALUE SUMMARY							
CODE AREA		RMV	MAV	AV	TREND %	RMV EXCEPTION	CPR %
0892	IMPR.	\$5,220	\$3,070	\$0	105%	IMPR.	

Manufactured Structure Information			
VIN #	60G3LAM11805106	STAT CLASS	452
BRAND	KIRKWOOD	QUALITY	100
MODEL		CONDITION	F
YEAR BUILT	1974	MA / SA / NH	04 / 17 / RRL
STICKER #		BEDROOMS / BATHS	3 / 2

Real Property Information			
REAL ACCOUNT #	712901	MA / SA / NH	04 / 17 / RRL
MAP	27S13210002402	PROP CLASS	306
UNIT	12790	RMV CLASS	301
PARK NAME			
COMMENTS			

FLOORS

DESCRIPTION	CLASS	SQFT	SIZE TYPE	TYPE OF HEAT	RMV
First Floor	5	1,344	S		36,315

INVENTORY

	Size/Qty	RMV		Size/Qty	RMV
1001 Fndtn - Conc/Block	1344	0	5007 Partitions - Panel	1344	0
2001 MFS - Metal siding	5	0	6003 IntComp - Avg Built-Ins	1344	0
2003 MFS - Log Siding	1344	0	8001 Plumb'g - Full Bath	2	0
3110 Roof - Gable- Conc Tile	1344	0	9003 Heat'g - F/A	1344	0
4001 Floor - 1st Flr - Carpet/Vinyl	1344	0			
Total Inventory RMV					0

EXEMPTIONS / SPECIAL ASSESSMENTS / POTENTIAL LIABILITY

TYPE

COMMENTS: KIRKWOOD

No Tax Summary for Account 102883

**COOS COUNTY ASSESSOR
MS ACCOUNT NAMES**

10/11/2021 12:27:53 PM

Account # 102883
Owner GARDNER, MICHAEL F.
96830 HWY 42
COQUILLE OR 97423-9652

Name Type	Name	Ownership Type	Own Pct
OWNER	GARDNER, MICHAEL F.	OWNER	100.00

**Coos County Assessor
 Personal Property Assessment Summary Report
 For Assessment Year 2021**

Account # 9579

SLICE RECOVERY INC.
 C/O TIM BONES
 P.O. BOX 4211
 COOS BAY OR 97420-0509

Tax Status Assessable
 Acct Status Active
 Business Class 110 IND/WOOD PROD/OTHER
 Return Mailed 12/31/2020
 Last Transaction 1/15/2021
 Process Code

Code Area	Tax Account	AV	RMV	RMV Exception
0892	9579	\$157,780	\$157,780	\$4,880
Total		\$157,780	\$157,780	\$4,880

Real Acct ID	Code Area	Address
712901	0892	96830 HWY 42 COQUILLE

STATEMENT OF TAX ACCOUNT
COOS COUNTY TAX COLLECTOR
COOS COUNTY COURTHOUSE
COQUILLE, OREGON 97423
(541) 396-7725

11-Oct-2021

SLICE RECOVERY INC.
C/O TIM BONES
P.O. BOX 4211
COOS BAY OR 97420-0509

Tax Account #	9579	Lender Name	
Account Status	A	Loan Number	
Roll Type	Personal	Property ID	0892
Situs Address	96830 HWY 42 COQUILLE OR 97423	Interest To	Oct 15, 2021

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,824.98	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,897.21	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,147.05	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,454.96	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,512.28	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,629.99	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,617.88	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,671.69	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,259.87	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$654.51	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$653.87	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$688.16	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$703.68	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$918.97	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$558.98	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$590.13	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$564.70	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$645.79	Nov 15, 2003
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$20,994.70	

**COOS COUNTY ASSESSOR
PERSONAL ACCOUNT NAMES**

10/11/2021 12:32:08 PM

Account # 9579
Owner SLICE RECOVERY INC.
C/O TIM BONES
P.O. BOX 4211
COOS BAY OR 97420-0509

Name Type	Name	Ownership Type	Own Pct
PRESIDENT	BONES, TIM		
OWNER	SLICE RECOVERY INC.		
SECRETARY	BONES, KAREN		

1916. KNOW ALL MEN BY THESE PRESENTS, That John Yeakam and his wife, Julia Annie Yeakam, of the county of Coos, and State of Oregon, hereinafter called the first parties, in consideration of the sum of One dollar to them in hand paid by the Oregon Power Company, a corporation, hereinafter called the second party, the receipt whereof is hereby acknowledged, and the further agreements on the part of the second party hereinafter set forth, have granted, bargained, sold and assigned, and by these presents do grant, bargain, sell and assign to the second party the perpetual right of way and easement for the erection and maintenance of poles, power lines, wires and wire guys and appurtenances constituting or to constitute an electrical transmission line on, over and across the following described premises in the said County of Coos and State of Oregon, the property of the first parties, to-wit:

East $\frac{1}{2}$ of S.E. $\frac{1}{4}$, Section 28 and the S.E. $\frac{1}{4}$, Section 21, Township 27, South Range, 13 W. Willamette Meridian except mine acres at present belonging to Fred Mast.

This right of way and easement is granted subject to the following conditions:

1. Said power line and appurtenances shall be so placed as not to interfere with or endanger any building or structure upon said premises, and no poles will be set further than thirty-five feet from the center of the present railroad track except in N. $\frac{1}{2}$ of S.E. $\frac{1}{4}$ of Sec. 21.
2. In case said first party shall desire to erect any other or further buildings or structures thereon, and said power line shall in anywise interfere with the same, it shall be moved by the second party upon written demand of the first parties therefor, so as to avoid any such interference.
3. In case the second party shall fail to erect its line within one year from this date, or after erecting the same shall fail to use the same for a continuous period of twelve months, then upon written demand of the first parties the said second party shall within sixty days remove said power line and appurtenances from said land, leaving said land in as good condition as the same now is.
4. Said second party shall hold said first parties free and harmless from and on account of any and all damages caused to other persons or property by reason of the erection or maintenance of said power line.
5. Said second party shall promptly pay to said first parties any and all damages caused to or suffered by the first parties or their property in the erection or maintenance of said power line, but this shall not be taken to allow the first parties any damages to their freehold by reason of the existence of this easement.
6. This instrument shall bind the heirs, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF said first parties have hereunto set their hands and seals this 1st day of July A. D. 1916.

Executed in the presence of:
A. E. Barry, F. E. McKenna,

John Yeakam,
Julia Anne Yeakam,

(Seal)
(Seal)

State of Oregon
County of Coos vs. THIS CERTIFIES, that on this 1st day of July A. D. 1916, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named John Yeakam and his wife, Annie Yeakam, personally known to me to be the identical parties described in and who executed the within instrument, and acknowledged to me that they executed the same as a free and voluntary act and deed and for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notary Seal, the day and date last above written.

J. S. Barton,
Notary Public for Oregon.

Recorded July 1, 1916, 4:30 P.M.
Ebbt. R. Watson, County Clerk. (Seal) J. S. Barton, Notary Public, State of Oregon

1917. KNOW ALL MEN BY THESE PRESENTS, That John P. Elliott, a widower, former husband of Lillie Elliott, deceased, formerly Lillie Hinch, and a daughter of A. H. Hinch, deceased, in consideration of Five and 00/100 (\$5.00) Dollars, to him paid by Henry Sengstacken Company, do hereby remise, release and forever quitclaim unto the said Henry Sengstacken Company and unto its successors and assigns all his right, title and interest in and to the following described parcels of real estate, situated in the County of Coos and State of Oregon, to-wit:

The SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 27, the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, and the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 34, all in township 26 South, range 14 West, Willamette Meridian.

TO HAVE AND TO HOLD the same, together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining to the said Henry Sengstacken Company and to its successors and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30th day of June A.D. 1916.

Signed, sealed and delivered in the presence of us as witnesses:
P. E. Raymond, E. J. Asplund,

John P. Elliott,

(Seal)

State of Oregon
 County of Coos iss. BE IT REMEMBERED, That on this 30th day of June A. D. 1916 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named John P. Elliott, a widower, who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

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

F. E. Raymond,
 Notary Public for Oregon.
 My Commission expires May 10, 1920.

Recorded July 3, 1916, 8 A.M.
 Robt. R. Watson, County Clerk. (Seal: F. E. Raymond, Notary Public for Oregon.)

1916. THIS INDENTURE WITNESSETH That Pearl M. Hendricks and W. F. Hendricks, her husband, of Myrtle Point, Oregon, for the consideration of the sum of Four Hundred Dollars, to them paid, have bargained and sold and by these presents do bargain, sell and convey unto C. A. Benson, of Myrtle Point, an undivided one half of the following described premises, to-wit:

The Southeast quarter of the Northwest quarter of Section Thirty in Township twenty-nine South of Range Twelve East of the Willamette Meridian, in Coos County, Oregon, containing forty acres of land, more or less.

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

TO HAVE AND TO HOLD the said premises, unto the said C. A. Benson, her heirs, and assigns forever. And the said Pearl M. Hendricks and W. F. Hendricks, do hereby covenant in and with the said C. A. Benson, her heirs and assigns that they are lawfully seized in fee simple of said premises; that said premises are free from all incumbrances and that they will, and their heirs, executors and administrators shall warrant and forever defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 30th day of March, 1916. Signed, sealed and delivered in the presence of: Pearl M. Hendricks, (Seal)
 Henry T. Burr, E. C. Roberts, W. F. Hendricks, (Seal)
 (50 cents Internal Revenue Stamp cancelled: P.M.H., 1916, 3-30)

State of Oregon
 County of Coos iss. On this, the 30th day of March, 1916, personally came before me, the undersigned, a Notary Public in and for said County and State, the within named Pearl M. Hendricks and W. F. Hendricks, her husband, to me personally known to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

WITNESS my hand and Notarial Seal this 30th day March, 1916.

E. C. Roberts,
 Notary Public for Oregon.
 My Commission expires September 10, 1916.

Recorded July 3, 1916, 8 A.M.
 Robt. R. Watson, County Clerk. (Seal: E. C. Roberts, Notary Public, State of Oregon.)

1919. THIS INDENTURE WITNESSETH, That W. F. Hendricks and Pearl M. Hendricks, of Myrtle Point, Oregon, for the consideration of the sum of Fifty Dollars, to them paid, have bargained and sold and by these presents do bargain, sell and convey unto J. R. Benson, of Myrtle Point, Oregon, an undivided one half of the following described premises, to-wit:

Lot's Thirty-one (31), Thirty-two (32) and Thirty-three (33) of Block two (2) in Smith's First Addition to the City of Sanderson in Coos County, Oregon, as per plat thereof on file and of record in the office of the county Clerk of said Coos County.

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

TO HAVE AND TO HOLD the said premises, unto the said J. R. Benson, his heirs and assigns forever. And the said W. F. Hendricks and Pearl M. Hendricks do hereby covenant in and with the said J. R. Benson, his heirs and assigns that they are lawfully seized in fee simple of said premises; that said premises are free from all incumbrances and that they will, and their heirs, executors and administrators shall warrant and forever defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 30th day of March, 1916. Signed, sealed and delivered in the presence of: W. F. Hendricks, (Seal)
 Henry T. Burr, E. C. Roberts, Pearl M. Hendricks, (Seal)

State of Oregon
 County of Coos iss. On this, the 30th day of March, 1916, personally came before me, the undersigned, a Notary Public in and for said County and State, the within named W. F. Hendricks and Pearl M. Hendricks, his wife, to me personally known to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

WITNESS my hand and Notarial Seal this 30th day March, 1916.

E. C. Roberts,
 Notary Public for Oregon.
 My Commission expires Sept. 10, 1916.

Recorded July 3, 1916, 8 A.M.
 Robt. R. Watson, County Clerk. (Seal: E. C. Roberts, Notary Public, State of Oregon.)

Done in the presence of
C. B. Greenough

State of Oregon
County of Coos iss On this the 22nd day of August, 1929, personally came before me, a
Notary Public in and for the State of Oregon the within name Edward Yeakum and Olive K. Yeakum
his wife to me personally known to be the identical persons described in and who executed
the foregoing instrument and acknowledged to me that they executed the same.

WITNESS my hand and notarial seal the day and year first above written.

C. B. Greenough
Notary Public for Oregon
My commission expires Sept. 20, 1931
(Notarial Seal)

Recorded Sept. 7, 1929, 10 A.M.
Robt. R. Watson, County Clerk

40243- THIS INSTRUMENT WITNESSETH, That John Yeakum and his wife for and in consideration
of the sum of One Dollar paid, the receipt whereof is hereby acknowledged do for themselves
heirs and assigns hereby bargain, sell, grant and convey unto the Mountain States Power
Company a corporation incorporated under the laws of the State of Delaware and duly authorized
to transact business and hold property in the State of Oregon and unto its successors and
assigns, the right, privilege and easement to erect and maintain in connection with its
electric light & power lines as now or hereafter constructed 21 poles, 6 anchors and overhead
conductors upon and across the following described premises in Coos County, State of Oregon,
to-wit:

- NE 1/4 SE 1/4 Sec. 21 Twp 27 S. Range 13 West of Willamette Meridian
- W 1/2 NE 1/4, SE 1/4 Sec. 21 Twp. 27 S. Range 13 West of Willamette Meridian
- SE 1/4 NE 1/4 Sec. 21 Twp. 27 S. Range 13 West of Willamette Meridian
- NE 1/4 Sec. 28 Twp. 27 S. Range 13 West of Willamette Meridian

And the said Mountain States Power Company, its successors and assigns for the
purpose aforesaid are fully authorized and empowered to enter upon the above premises for
the purpose of constructing and maintaining its said poles, wires, fixtures and equipment
thereon and over the same as above provided and the right to trim any trees necessary to
keep the wires on said poles, fixtures and equipment clear.

TO HAVE AND TO HOLD the above mentioned rights, privileges and easements unto the
said Mountain States Power Company, its successors and assigns perpetually and forever.

IN TESTIMONY WHEREOF I have hereunto set my hand and seal this 23rd day of
August, 1929.

Done in the presence of
C. B. Greenough

John Yeakum (Seal)

State of Oregon
County of Coos iss On this the 23rd day of August, 1929 personally came before me, a
Notary Public in and for the State of Oregon the within name John Yeakum to me personally
known to be the identical person described in and who executed the foregoing instrument and
acknowledged to me that he executed the same.

WITNESS my hand and notarial seal the day and year first above written.

C. B. Greenough
Notary Public for Oregon
My commission expires Sept. 20, 1931
(Notarial Seal)

Recorded Sept. 7, 1929, 10 A.M.
Robt. R. Watson, County Clerk

40244- THIS INSTRUMENT WITNESSETH, That Helen M. Anderson for and in consideration of the
sum of one dollar the receipt whereof is hereby acknowledged do for herself, her heirs and
assigns hereby bargain, sell, grant and convey unto the Mountain States Power Company, a
corporation incorporated under the laws of the State of Delaware and duly authorized to
transact business and hold property in the State of Oregon and unto its successors and assigns

D-108

the right, privilege and easement to erect and maintain in connection with its electric light and power lines as now or hereafter constructed 8 poles, 1 anchor & overhead conductors upon and across the following described premises in Coos County, State of Oregon, to-wit:

SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 21 Twp. 27 S. Range 15 West of Willamette Meridian

And the said Mountain States Power Company its successors and assigns for the purposes aforesaid, are fully authorized and empowered to enter upon the above premises for the purpose of constructing and maintaining its said poles, wires, fixtures and equipment thereon and over the same as above provided and the right to trim any trees necessary to keep the wires on said poles fixtures and equipment clear.

TO HAVE AND TO HOLD the above mentioned rights, privileges and easements unto the said Mountain States Power Company its successors and assigns perpetually and forever.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 23rd day of August, 1929.

Done in presence of
G. B. Greenough

Helen M. Anderson (seal)

State of Oregon
County of Coos :sa On this the 23rd day of August, 1929, personally came before me, a Notary Public in and for the State of Oregon, the within name Helen M. Anderson to me personally known to be the identical person described in and she executed the foregoing instrument and acknowledged to me that she executed the same.

WITNESS my hand and notarial seal the day and year first above written.

Recorded Sept. 7, 1929, 10 A.M.
Robt. H. Watson, County Clerk

G. B. Greenough
Notary Public for Oregon
My commission expires Sept. 20, 1931
(Notarial seal)

40247- THIS INDENTURE WITNESSETH, that Robert J. Fleming, a widower now and at all times since acquiring title to the within described property, party of the first part, for and in consideration of the sum of Ten and no/100 Dollars in lawful money of the United States of America and other valuable considerations to me in hand paid by H. R. Fleming, a bachelor, party of the second part, has granted, bargained and sold and by these presents does grant bargain, sell and convey unto the said party of the second part and to his heirs and assigns the following described real property situate, lying and being in the County of Coos, State of Oregon, to-wit:

Lots Five (5), Six (6) and Seven (7) of Block Eighteen (18) and Lots Five (5) and Six (6) of Block Twenty-two (22) Naburg's Addition to the City of Marshfield according to the plat thereof on file and of record in the office of the County Recorder of Coos County, State of Oregon, and also the following described property to-wit: Beginning at the Southwest corner of Block One (1), of Flat B Addition to the City of Marshfield, thence North along the West line of Block One (1) 165.0 feet, thence East 791.0 feet, more or less to the West line of Lot Four (4) of Section Twenty-two (22), thence South along the $2\frac{1}{4}$ Section line 165.0 feet, thence East 391.0 feet more or less to the place of beginning, containing 1.50 acres more or less according to the plat thereof on file and on record in the office of the County Recorder of Coos County, Oregon.

TO HAVE AND TO HOLD the said premises with all their appurtenances unto the said party of the second part and to his heirs and assigns forever; and the said Robert J. Fleming, party of the first part, for him and for his heirs, executors and administrators does hereby covenant to and with the said party of the second part, his heirs and assigns that he is the owner in fee simple of said premises, and that they are free from all incumbrances excepting unpaid taxes and assessments of every kind and nature, and that he will warrant and defend the title thereto against all lawful claims whatsoever except as aforesaid.

therein and to certify the same; that full faith and credit are and ought to be given to his official acts; and I further certify that I have compared the signature to the original certificate with that deposited in this office by such person and verily believe that the signature to the attached certificate is his genuine signature, and said certificate is required to be under seal, but the person signing such certificate is not required by law to file in this office an impression of his official seal.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said court at San Jose in said County and State on the 3rd day of July, 1942.

Recorded July 13, 1942 8:00 A.M.
H. W. Oddy, County Clerk

Frank W. Hogan, Clerk
(Official Seal)

4422- KNOW ALL WHO BY THESE PRESENTS, That Earl Gray in consideration of Fifty (\$50.00) Dollars, to me said by James Nowlin do hereby remise, release and forever ~~quitclaim~~ unto the said James Nowlin and unto his heirs and assigns all my right, title and interest in and to the following described parcel of real estate, together with the tenements, hereditaments and appurtenances, situate in Sunset View, County of Coos, State of Oregon, to-wit:

Lot 14, Block 1, Sunset View, Coos County, Oregon. According to plat thereof filed in office of County Clerk of Coos County, Oregon.

TO HAVE AND TO HOLD the same to the said James Nowlin and to his heirs and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28 day of June A. D. 1941.

Executed in the presence of
Mary MacEachern
Leo Bartley

Earl Gray
Lulu Gray

(Seal)
(Seal)

STATE OF OREGON
COUNTY OF COOS SS: BE IT REMEMBERED, That on this 28 day of June, A.D. 1941, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Earl Gray and Lulu Gray husband and wife who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

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

Recorded July 13, 1942 2:20 P.M.
H. W. Oddy, County Clerk
Grantor's Address: Allegany, Oregon

Adolph Schuttpels
Notary Public for Oregon
By Commission Expires March 5, 1944
(Notarial Seal)

4426- THIS AGREEMENT made and entered into this 14 day of April, 1941, by and between Edwin D. Yoakam, and Olive Yoakam, his wife, herein called the first parties, and Jens Jorgensen and Ellen Jorgensen, his wife, herein called the second parties,

WITNESSETH:

For and in consideration of the sum of Ten Dollars and other valuable considerations in hand paid, and in consideration of the mutual covenants and agreement herein contained, each to be performed by the respective parties hereto, it is agreed as follows:

(1) That the first parties on November 18, 1930, made and entered into an agreement in which Angie Yoakam and Jasper R. Yoakam, her husband, were described as the first

parties, and Edwin D. Yoakam, one of the first parties herein, was described therein as the second party, and which agreement provided for the construction, maintenance and use of a certain easement and right of way over lands of the first parties therein, which lands are located in Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon.

(2) The first parties herein do hereby bargain, sell, assign, convey and transfer unto the second parties herein, their heirs and assigns, said agreement and all the rights of way, easements, rights and privileges therein granted unto the first parties herein; with the full right of the second parties, herein to succeed to and enjoy all the rights, privileges and benefits of the first parties under said agreement hereinabove referred to in the name and stead of the second party in said agreement; and the second parties agree to perform said agreement in the place and stead of the first parties herein.

(3) TO HAVE AND TO HOLD the above described and granted premises unto the said second parties, their heirs and assigns forever.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals this 14 day of April, 1941.

Edwin D. Yoakam)Seal(
Olive Yoakam)Seal(
First Parties	
Jens Jorgensen)Seal(
Ellen Jorgensen)Seal(
Second Parties	

STATE OF OREGON
COUNTY OF COOS SS: THIS CERTIFIES, That on this 14 day of April, 1941, before me, the undersigned, a Notary Public for and in said County and State, personally appeared the within named Edwin D. Yoakam and Olive Yoakam, his wife, and Jens Jorgensen and Ellen Jorgensen, his wife, who are known to me to be the identical persons described in and who executed the foregoing agreement, and acknowledged to me that they executed the same for the uses and purposes therein set forth.

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

Recorded July 14, 1942 10:00 A.M.
L. W. Oddy, County Clerk

Joseph McKeown
Notary Public for Oregon
My Commission Expires: October 27, 1944.
(Notarial Seal)

4427- THIS AGREEMENT, Made and entered into this 18th day of November 1939, by and between Angie Yoakam and her husband, Jasper R. Yoakam, of Coos County, Oregon, hereinafter described as first parties, and Edwin D. Yoakam, of the same county and state, hereinafter described as second party, WITNESSETH:

THAT WHEREAS, In the division of the real property of the estate of John Yoakam, deceased, Edwin D. Yoakam becomes the owner of the West half of the Northwest quarter of Section 28, Township 27 South, Range 13 West of Willamette Meridian, in Coos County, Oregon; and,

WHEREAS, the said Edwin D. Yoakam will not have any outlet or roadway from said parcel of land in an Easterly direction to the Coast Highway, except over and across the lands of first parties, and it will be necessary that said second party be granted an easement for a road right of way over and across the premises of first parties to said Coast Highway;

D-143

77-2-02037

FORM 2751 1/70

File No. 106-2171
ER/WO No. 31-700-105
8681

RIGHT-OF-WAY EASEMENT
(Individual)

For value received the undersigned, hereinafter referred to as Grantors, (whether singular or plural), do hereby grant to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, the Grantee, an easement or right-of-way for an electric transmission and distribution line of one or more wires and all necessary or desirable appurtenances (including telephone and telegraph wires, towers, poles, props, guys, anchors and other supports and the right to place all or any part of such line underground) at or near the location and along the general course now located and staked out by the Grantee over, across and upon the following described real property in Coos County, State of Oregon, to wit:

In the Southeast 1/4 of the Southeast 1/4 of Section 22,
Township 27 South, Range 13 west of the Willamette Meridian.

Together with the right of ingress and egress over the adjacent lands of the Grantors for the purpose of constructing, reconstructing, stringing new wires on, maintaining and removing such line and appurtenances, and exercising other rights hereby granted.

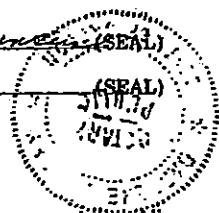
Grantors reserve the right to use said right-of-way for roads, agricultural crops or other purposes not inconsistent with the easement granted hereby, but in using or operating any irrigation pipes, motorized vehicles or other equipment, or in any other such use of said right-of-way, Grantors and Grantors' heirs or assigns, shall conform strictly to the provisions of any then applicable safety code or regulation pertaining to required clearances from the wires or conductors of such line.

All rights hereunder shall cease if and when such line shall have been abandoned.

Dated this 7 day of Feb, 1977

(SEAL) Mrs. Jens Jorgensen (SEAL)
Mrs. Jens Jorgensen
(SEAL)

STATE OF Oregon }
County of Coos } ss.



On this 7 day of February, 1977, personally appeared before me a notary public in and for said State, the within named Mrs. Jens Jorgensen

to me known to be the identical person described therein and who executed the foregoing instrument, and acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein mentioned.

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

RECORDED FEB 9 1977 AT 3:12 PM
MARY ANN WILSON, COUNTY CLERK
Notary Public for Just Wilson Bank
Residing at Coos Bay, OR 97420
My commission expires: My Commission Expires Jan. 11, 1981

81 2 4680

File No. 105-2858
ER/WO No. 700/10973

RIGHT-OF-WAY EASEMENT
(Individual)

For value received the undersigned, hereinafter referred to as Grantors, (whether singular or plural), do hereby grant to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, the Grantee, an easement or right-of-way for an electric transmission and distribution line of one or more wires and all necessary or desirable appurtenances (including telephone and telegraph wires, towers, poles, props, guys, anchors and other supports and the right to place all or any part of such line underground) at or near the location and along the general course now located and staked out by the Grantee over, across and upon the following described real property in Coos County, State of Oregon, to wit:

The Southwest Quarter of the Northwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 21, Township 27 S, Range 13 W, N.H., Coos County, State of Oregon.

Including the right to clear said right-of-way and keep the same clear of brush, trees, timber and structures, and the right to top, trim, clear or cut away all trees outside of said right-of-way which might endanger such line.

Together with the right of ingress and egress over the adjacent lands of the Grantors for the purpose of constructing, reconstructing, stringing new wires on, maintaining and removing such line and appurtenances, and exercising other rights hereby granted.

Grantors reserve the right to use said right-of-way for roads, agricultural crops or other purposes not inconsistent with the easement granted hereby, but in using or operating any irrigation pipes, motorized vehicles or other equipment, or in any other such use of said right-of-way, Grantors and Grantors' heirs or assigns, shall conform strictly to the provisions of any then applicable safety code or regulation pertaining to required clearances from the wires or conductors of such line.

All rights hereunder shall cease if and when such line shall have been abandoned.

Dated this 1st day of April, 1981
Erna D. Jorgensen (SEAL) _____ (SEAL)
_____ (SEAL) _____ (SEAL)

STATE OF Oregon } ss.
County of Coos }

On this 1st day of April, 1981, personally appeared before me a notary public in and for said State, the within named Erna D. Jorgensen

to me known to be the identical person described therein and who executed the foregoing instrument, and acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein mentioned.

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



Jim B. Grossman
Notary Public for Oregon
Residing at Copville
My commission expires: 5-9-83

RECORDED APR 3 1981 AT 4:34
MARY ANN WILSON, COUNTY CLERK

16 am 2769 4/80

81 3 0378

File No. 106-2903
ER/WO No. 31-710-105
11075

UNDERGROUND
RIGHT-OF-WAY EASEMENT
(Individual)

For value received the undersigned, (Grantor), (whether singular or plural), do hereby grant to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, (Grantee), an easement or right-of-way, 10 feet in width, for an electric underground distribution line of one or more conductors and all necessary or desirable appurtenances (including but not limited to the right to install conduits, surface or subsurface mounted transformers, surface mounted connection boxes and meter cabinets); over, under, across and along the following described real property in Coos County, State of Oregon to wit:

Located within the SW 1/4 of the SE 1/4 of Section 21,
Township 27 South, Range 13 W.M.M.

the location and course of said right-of-way are approximately as shown on the sketch attached as Exhibit(s) "A" and by this reference made a part hereof.

Together with the right of ingress and egress over the adjacent lands of Grantor in order to install, maintain, repair, replace, rebuild, operate and patrol the underground electric power lines and appurtenances, and to exercise all other rights herein granted.

Grantor shall have the right to use the lands subject to the above-described easement for all purposes not inconsistent with the uses and purposes herein set forth; provided that Grantor shall not build or erect any structure upon the right-of-way without the prior written consent of Grantee.

All rights hereunder shall cease if and when such line shall have been abandoned.

Dated this 27 day of April, 1981.

K _____ (SEAL) _____ (SEAL)
K. Erna D. Jaynesen _____ (SEAL) _____ (SEAL)
STATE OF Oregon
County of Coos

On this 27 day of April, 1981, personally appeared before me a notary public in and for said State, the within named Erna D. Jaynesen to me known to be the identical person described therein and who executed the foregoing instrument, and acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein mentioned.

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



Erna D. Jaynesen
Notary Public for Coos County, Oregon
Residing at 1000 1/2 1st St. Coos Bay, Oregon
My commission expires: 5-1-81

81 3 0879

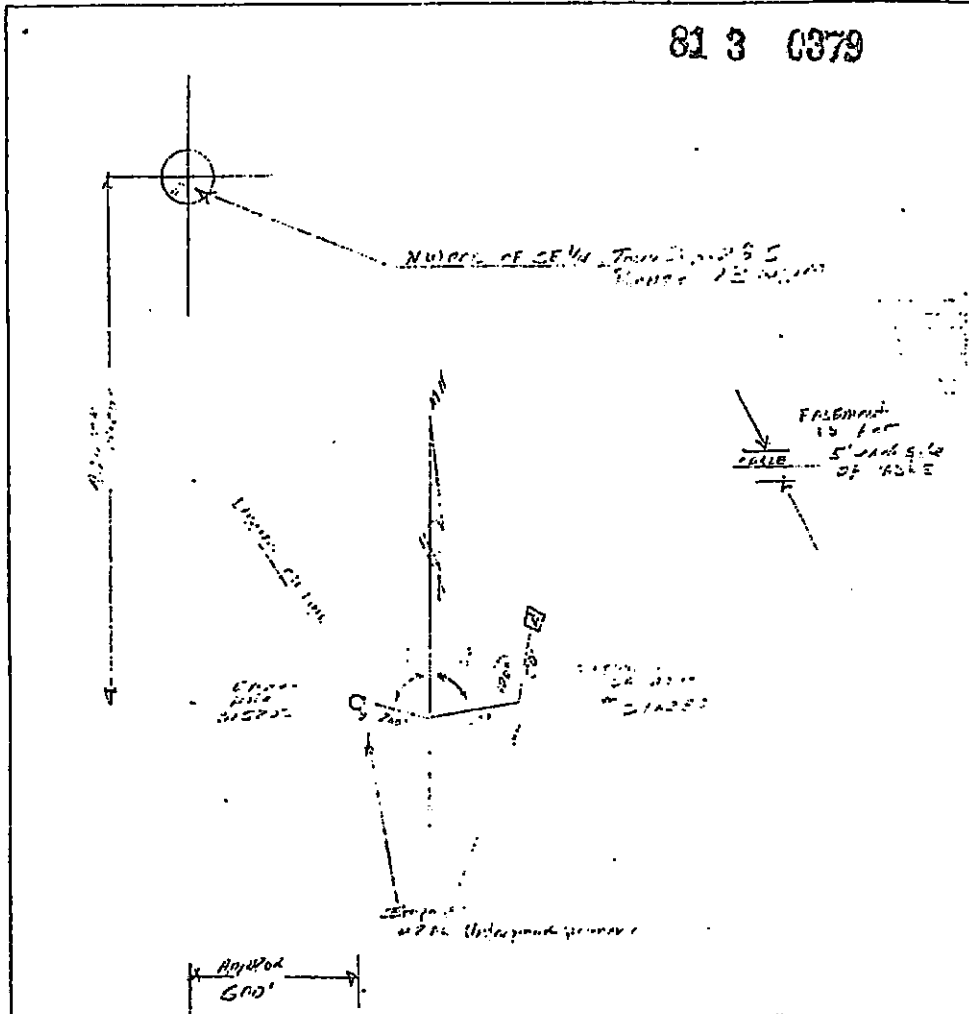


Exhibit "A"
 Incorporated
 1910

RECORDED JUN 17 1991 AT 11:01
 MARY ANN WILSON, COUNTY CLERK

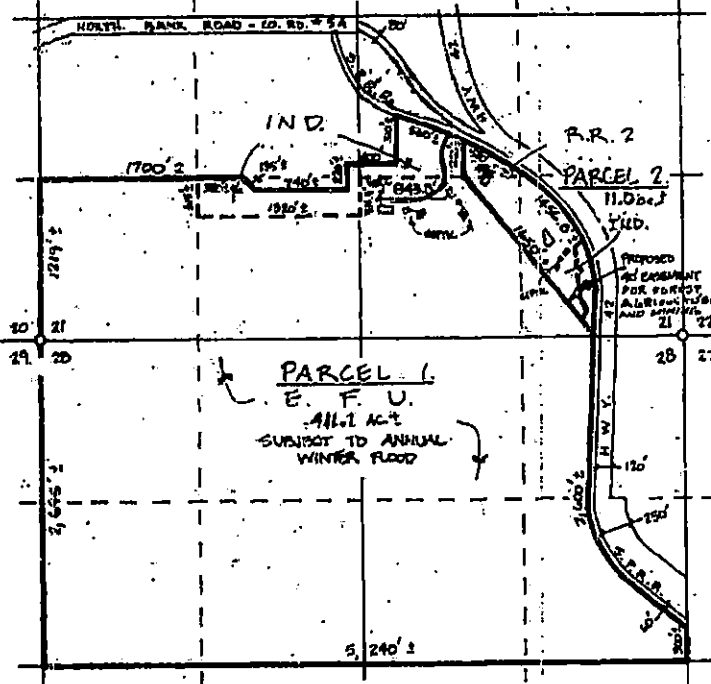
DISTRICT <i>Trans Ferry Property</i>	
NAME <i>R. Sorenson</i>	FILE NO. <i>106-2703</i>
LOCATION <i>106-111</i>	ER NO. <i>31-918-15</i>
MAP NO. <i>13-28-13-E</i>	W.O. <i>1107</i>
DRAWN <i>THL 5/15 1981</i>	

PACIFIC POWER & LIGHT COMPANY
 E R SKETCH
 SCALE *1" = 40'*

FORM 8705-4/74

MINOR PARTITION - TENTATIVE

NOTE: Access to parcels 1 and 2 is via a private roadway agreement with the Southern Pacific Transportation Co. The access is both exclusive and restrictive and may limit or prevent future partitioning of either newly created parcel.



PARCEL 1. - WATER SUPPLY - FROM EXISTING WELL
SEWAGE DISPOSAL - EXISTING SEPTIC TANKS & DRAIN FIELDS
EXISTING USES - RESIDENTIAL, INDUSTRIAL, FARMING

PARCEL 2. - NO WATER SUPPLY, NONE PROPOSED
SEWAGE DISPOSAL - EXISTING SEPTIC TANK & DRAIN FIELD
EXISTING USE - INDUSTRIAL

SETBACK REQUIREMENTS - RR2 & E.F.U. - 35' FROM &, OR
5' FROM R/W WHICHEVER IS GREATER; INDUSTRIAL - 5'
SETBACK ON PROPERTY ADJACENT TO RESIDENTIAL ZONE

State of Oregon
County of Coos
1, Mary Ann Wilson, County Clerk, certify the
within instrument was filed for record
Feb 9 3:55pm 88

By [Signature]
KE KOOS ENGINEERING
1810 MONTGOMERY
NORTH BEND, OREGON

PARCEL 1. EASEMENTS.
RIGHT OF WAY TO MOUNTAIN STATES
POWER CO. - SEPT. 7, 1925 - BK. 105
PG. 609 - DEED RECORDS, COOS CO.;
RIGHT OF WAY TO PACIFIC POWER &
LIGHT - FEB. 9, 1917 - MICRO. REEL #
77-2-02087 - DEED RECORDS, COOS CO.;
STATE OF OREGON HIGHWAY COMM. - AUG.
21, 1953 - BK. 229, PG. 212 DEED
RECORDS, COOS CO.; RIGHT OF WAY
TO PACIFIC POWER & LIGHT - APRIL 3, 1961
MICRO-REEL # 2-4623 - DEED RECORDS
COOS CO.; RIGHT OF WAY - OREGON
POWER CO. - JULY 1, 1916 - BK. 73 - PG. 459
DEED RECORDS - COOS CO.; YOKAM TO
JORGENSEN - JULY 14, 1942 - BK. 143
PG. 216 - DEED RECORDS COOS CO.

PARCEL 2. EASEMENTS
RIGHT OF WAY TO MOUNTAIN STATES
POWER CO. - SEPT. 7, 1925 - BK. 105
PG. 609 - DEED RECORDS, COOS CO.;
RIGHT OF WAY TO PACIFIC POWER &
LIGHT - FEB. 9, 1917 - MICRO. REEL # 77-
2-02087 - DEED RECORDS, COOS CO.;
RIGHT OF WAY - OREGON POWER CO. -
JULY 1, 1916 - BK. 73, PG. 453 - DEED
RECORDS COOS CO.; YOKAM TO
JORGENSEN - JULY 14, 1942 - BK. 143 -
PG. 216 - DEED RECORDS COOS CO.

AUGUST 12, 1987.

T 27 - R 13 - SECTION 21 & 22 LOT 1201 ZONING EFU, IND, RR2 SCALE 1" = 120'

VOLUME 3, PAGE 38 88 02 0475

PLEASE PRINT
SUBMITTAL DATE: 8-28-87
OWNED: R.J. & E.D. JORGENSEN
TELEPHONE: (503) 396-5509
MAILING ADDRESS: R. 1 Box 471
CORVILLE, OR.

ALL INFORMATION SHOWN ON THE PLAN MAP IS ACCURATE
AND I (WE) ACCEPT FULL RESPONSIBILITY FOR SUCH REPRESENTATION.
As a condition of approval of this map the undersigned hereby
agree that he/she will hold Coos County harmless from and to
denure the County for any liability for damage which may occur
to the undersigned or his/her property or to any other person
or property whatsoever as a result of the undersigned's failure
to build, improve or maintain roads in this proposed land division.

[Signature]
OWNER'S SIGNATURE
[Signature]
OWNER'S SIGNATURE

PARTITIONER'S SIGNATURE

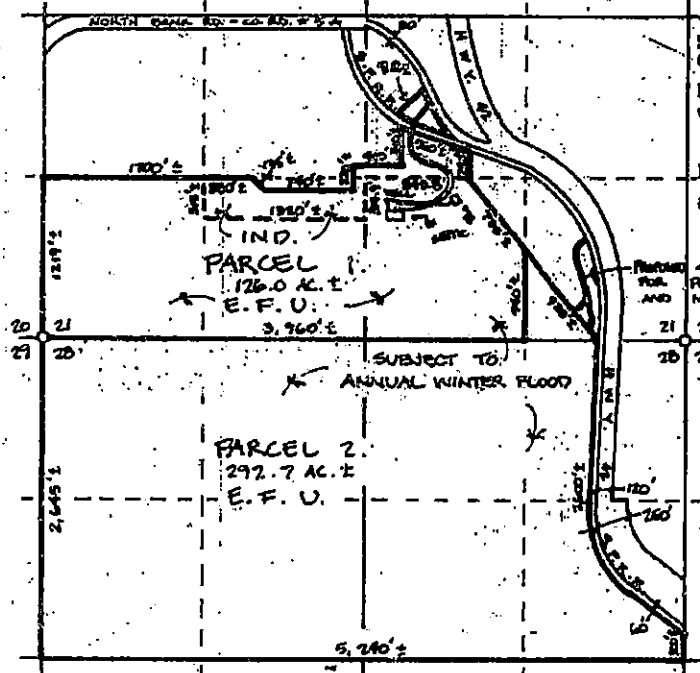
Coos County hereby gives notice to all developers, purchasers,
potential purchasers and all third parties whatsoever that the
County disclaims any liability whatsoever for any damage which
may occur as a result of the failure of the developer to construct,
improve or maintain roads in this proposed land division.

APPROVAL:
[Signature] 09/14/87
PLANNING DIRECTOR DATE

NOTE: Approved partition must be filed with the county clerk

MINOR PARTITION - TENTATIVE

88 7 0729



PARCEL 1 - WATER SUPPLY - FROM EXISTING WELL
SEWAGE DISPOSAL - EXISTING SEPTIC TANKS & DRAIN FIELDS
EXISTING USES - RESIDENTIAL, INDUSTRIAL, FARMING

PARCEL 2 - NO WATER SUPPLY NONE PROPOSED
NO SEWAGE DISPOSAL NONE PROPOSED
EXISTING USE - AGRICULTURE, FOREST & MINING

SETBACK REQUIREMENTS - E.F.U. - 55' FROM E OR
5' FROM S/W WHICHEVER IS GREATER; INDUSTRIAL -
5' SETBACK ON PROPERTY ADJACENT TO RESIDENTIAL ZONE

State of Oregon
County of Coos
I, Mary Ann Wilson, County Clerk, certify the
within instrument was filed for record at
5:41 13 9:01 AM '88
By *[Signature]* Deputy
#pages 4

40' EASEMENT
FOR
ROAD
AND
MINING

EASEMENTS - PARCEL 1 & PARCEL 2
RIGHT OF WAY TO MOUNTAIN VIEW'S
TOWER CO. - SEPT 7, 1923 - BK-106
PK-609 - DEED RECORDS COOS CO.
RIGHT OF WAY TO PACIFIC POWER &
LIGHT - FEB. 7, 1971 - MICRO-RECORD # TT-
2-02097 - DEED RECORDS COOS CO.
STATE OF OREGON HIGHWAY COMM. AUG.
21, 1953 - PK. 204; PK. 212 DEED
RECORDS COOS CO.; RIGHT OF WAY
TO PACIFIC POWER & LIGHT - APRIL 5, 1961
MICRO-RECORD # D1-2-4600 - DEED RECORDS
COOS CO.; RIGHT OF WAY - OREGON
POWER CO. - JULY 1, 1916 - BK. 73, RE-95
DEED RECORDS - COOS CO.; TOAKAM
TO JORDANSEN - JULY 16, 1942 - PK. 149
TO. 216 DEED RECORDS, COOS CO.

NOTE - ACCESS TO PARCELS 1 & 2 IS VIA
A PRIVATE ROADWAY ADJACENT WITH
THE SOUTHERN PACIFIC TRANSPORTATION CO.
THE ACCESS IS BOTH EXCLUSIVE AND
RESTRICTIVE AND MAY LIMIT OR PREVENT
FUTURE PARTITIONING OF OTHER NEARBY
CREATED PARCELS.

APRIL 1, 1988

KE KOOS ENGINEERING
2524 BROADWAY
NORTH BEND, OREGON

T 275 - R 15 WMM - SECTION 21 & 20 TAX MAP 2001 LOT 202 & 201 ZONING E.F.U. & 207 RR-2 SCALE 1" = 100'

VOLUME 3 PAGE 46
PLEASE PRINT

SUBMITTAL DATE: 4-18-88

OWNED: R. J. & E. D. JOHNSON

TELEPHONE: (503) 596-5503

MAILING ADDRESS: Rt. 1 Box 471
COQUILLE, OR.

ALL INFORMATION SHOWN ON THE PLAN MAP IS ACCURATE
AND I (WE) ACCEPT FULL RESPONSIBILITY FOR SUCH REPRESENTATION.

As a condition of approval of this map the undersigned hereby
agrees that I (we) and I (we) hold Coos County harmless from and in-
deemnify the County for any liability for damage which they occur
to the undersigned or his/her property or to any other persons
or property whatsoever as a result of the undersigned's failure
to build, improve or maintain roads in this proposed land division.

[Signature]
OWNER'S SIGNATURE

[Signature]
OWNER'S SIGNATURE

PARTITIONER'S SIGNATURE

Coos County hereby gives notice to all developers, purchasers,
potential purchasers and all third parties whatsoever that the
County disclaims any liability whatsoever for any damage which
may occur as a result of the failure of the developer to construct,
improve or maintain roads in this proposed land division.

APPROVAL:

[Signature] 6-6-88
PLANNING DIRECTOR DATE

NOTE: A recorded partition must be filed with the county clerk

7272

70405

RIGHT OF WAY EASEMENT FOR IRRIGATION

THIS EASEMENT is entered into between ELLEN JORGENSEN, hereinafter referred to as Grantee, and CLARK WILSON and SHEILA WILSON, husband and wife, hereinafter called Grantees.

RECITALS

- A. Grantor is the owner of the following described parcel of real property located in Coos County, Oregon.

That portion of the East-1/2 of the SE-1/4 of Section 21, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, lying Westerly of Highway No. 42.

- B. Grantees are the owner of the following described parcel of real property located in Coos County, Oregon.

That portion of the East-1/2 of the SE-1/4 of Section 21, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; lying Easterly of Highway 42; the SW-1/4 of the SW-1/4 of Section 22, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; the NW-1/4 of the NW-1/4 of Section 27, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; and that portion of the NE-1/4 of the NE-1/4 of Section 28, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, lying Easterly of Highway 42.

EXCEPTING THEREFROM that portion of Sections 27 and 28 conveyed to Darrell Mulkey, et ux, in instrument recorded May 8, 1978, bearing Microfilm Reel No. 78-4-5006, Records of Coos County, Oregon.

AND FURTHER EXCEPTING THEREFROM THE FOLLOWING, BEING A PORTION OF THE SE-1/4 of the SE-1/4 of Section 21 and a portion of the NE-1/4 of the NE-1/4 of Section 28, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows:

Beginning at an 5/8" iron rod located on the Easterly right-of-way line of State Highway No. 42, said point being Station 682+86.21 as per Oregon State Highway Division Drawing 6B-25-12, also, said point of beginning being located South a distance of 176.98 feet and West a distance of 522.24 feet from the Southeast corner of Section 21, Township 27 South, Range 13 West of the

122
 State of Oregon
 County of Coos
 I, Mary Ann Wilson, County Clerk, certify the
 within instrument was filed for record at
 3:15 PM Feb 22, 1990
 By Clark Wilson Deputy
 #pages 5 of 15-2-80

Willamette Meridian, Coos County, Oregon; thence in a Northerly direction along the Easterly right-of-way line of said State Highway No. 42 on a spiral curve to the left whose long chord bears North 2° 16' 30" West a distance of 340.50 feet; thence leaving said Easterly right-of-way line of State Highway 42, North 81° 23' 12" East a distance of 255.93 feet; thence, North 85° 23' 17" East a distance of 100.74 feet; thence South 35° 34' 11" East a distance of 219.55 feet; thence South 48° 55' 12" West a distance of 99.29 feet; thence South 59° 10' 28" West a distance of 297.49 feet; thence South 66° 00' 00" West a distance of 195.68 feet to a point on the Easterly right-of-way line of said State Highway No. 42; thence North 4° 08' 05" East along said Easterly right-of-way line a distance of 88.79 feet to the point of beginning.

- C. Grantees desire an easement over Grantor's property for the purpose of constructing a pipeline and taking irrigation water.

The terms of this easement are as follows:

1. The right of way conveyed by this instrument is for the sole purpose of locating, establishing, constructing and maintaining over and across Grantor's property described in Paragraph A above, an irrigation pipeline to beneficially irrigate the property described in Paragraph B above.
2. Grantees may take water from the eastern most end of the existing irrigation canal situated on the property described in Paragraph A above. Grantees shall have such rights of entry upon the property described in Paragraph A above as may be necessary or useful for the construction and maintenance of the irrigation pipeline.
3. It shall be Grantees sole responsibility to obtain the appropriate Water Rights Permit from the State of Oregon.
4. It shall be Grantees sole responsibility to obtain any necessary easements to establish an irrigation pipeline across the right-of-way for the Southern Pacific Railroad and across the right of way for the rights of the public in streets, roads and highways.
5. The water shall be used for irrigation purposes only and under no circumstances shall any of the water be used for any other purpose not directly connected with or incidental to such purpose.
6. Grantor reserves and retains the right at all times hereafter to take water from the canal at any place and at any time when such water can be obtained for the purpose of irrigating the

land described in Paragraph A above. Grantor shall not be required to maintain or operate the canal or the right of way herein conveyed to Grantees.

- 7. Grantees agree to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantees' use of this easement.
- 8. This easement shall be perpetual; however, in the event that it is not used by Grantees for a period of ten years, or if otherwise abandoned by Grantees, the easement shall automatically expire and Grantees shall, upon request, execute a recordable document evidencing such expiration.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed on the 21 day of February, 1990.

GRANTOR:

GRANTEES:

Ellen Jorgensen
Ellen Jorgensen

Clark Wilson
Clark Wilson

Sheila Wilson
Sheila Wilson

STATE OF OREGON)
County of Coos) ss.

PERSONALLY appeared the above-named Ellen Jorgensen and acknowledged the foregoing instrument to be her voluntary act and deed. Before me this 21 day of February, 1990.

RECORDED BY

3 **TICOR TITLE INSURANCE**

Bridgette P. Bagoy
BRIDGETTE P. BAGOY
NOTARY PUBLIC - OREGON
My Commission Expires 11-15-93 Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
County of Coos) ss.

PERSONALLY appeared the above-named Clark Wilson and Sheila Wilson and acknowledged the foregoing instrument to be their voluntary act and deed. Before me this 21 day of February, 1990.

Bridgette P. Bagoy
BRIDGETTE P. BAGOY
NOTARY PUBLIC - OREGON
My Commission Expires 11-15-93

Notary Public for Oregon
My Commission Expires: _____

EASEMENT - Page 3

AFTER RECORDING RETURN TO:
Mr. & Mrs. Clark Wilson
HC 52 BOX 410A
Coos Bay, Oregon 97420

WARRANTY DEED - TENANTS BY ENTIRETY

KNOW ALL MEN BY THESE PRESENTS, that ELLEN JORGENSEN, hereinafter called the grantor, for the consideration hereinafter stated to the grantor paid by RAYMOND C. WHEELER and JUDY A. WHEELER, husband and wife, hereinafter called the grantees, does hereby grant, bargain, sell and convey unto the grantees, as tenants by the entirety, the heirs of the survivor and their assigns, that certain real property, situated in the County of Coos, State of Oregon, described on EXHIBIT A attached hereto.

TOGETHER WITH an access easement for ingress and egress to the parcel sold, over a presently existing road across the Southeasterly portion of realty owned by grantor on North Bank Road and described as follows:

Beginning at the most Southerly corner of the property conveyed to Russell B. Rydlund et ux in Book 225, page 647, Deed Records of Coos County, Oregon, said point being on the North boundary of the Southern Pacific Railroad and bears South 39 degrees 51 minutes East 174.4 feet from the intersection of said railroad boundary with the West boundary of the NW 1/4 of the SE 1/4 of Section 21, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence North 41 degrees 49 minutes East 214.7 feet to a point on the right of way line of the State Highway; thence Southeasterly along said State Highway boundary to the intersection of the North boundary of said Southern Pacific Railroad; thence Westerly along said railroad to the point of beginning.

RESERVING to Seller the ownership of 12 storage tanks located on the land being sold, and also reserving to Seller an easement on the land being sold to locate, maintain repair and replace said tanks as presently located on the Northeastly corner of the parcel sold. ALSO RESERVING to Seller an easement for access to said tanks from North Bank Road, across a presently existing access road on the Northeastly portion of the parcel sold. This easement shall terminate upon the death of the grantor Ellen Jorgensen.

ALSO RESERVING to Seller ownership of an open barn, which the parties believe is on separate land retained by Seller, but if by survey error the barn is on land sold herein, then Seller reserves an easement to locate, maintain repair, replace and access said barn as presently located.

Together with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to Hold the above described and granted premises unto the said grantees, as tenants by the entirety, their heirs and assigns forever.

And grantor hereby covenants to and with grantees and the heirs of the survivor and their assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances, except those of record as follows:

- a) As disclosed by the tax roll the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest.
- b) The premises herein described are within and subject to the statutory powers, including the power of assessment of Beaver Slough Drainage District.
- c) Easement, including the terms and provisions thereof, for power line, to Oregon Power Company, by instrument recorded July 1, 1916, in Book 73, Page 453, Deed Records of Coos County, Oregon.
- d) Easement, including the terms and provisions thereof, for power line, to Mountain States Power Company, by instrument recorded September 7, 1929, in Book 108, Page 609, Deed Records of Coos County, Oregon.
- e) Agreement, including the terms and provisions thereof, between Edwin D. Yoakam, et ux, to Jens Jorgensen, et ux, by instrument recorded July 14, 1942, in Book 143, Page 216, Deed Records of Coos County, Oregon.
- f) Easement, including the terms and provisions thereof, for power line, to Pacific Power and Light Company, by instrument recorded February 9, 1977, bearing Microfilm Reel No. 77-2-02037, Records of Coos County, Oregon.
- g) Easement, including the terms and provisions thereof, for transmission and distribution line to Pacific Power and Light Company, a corporation, by instrument recorded April 3, 1981, bearing Microfilm Reel No. 81-2-4680, Records of Coos County, Oregon.
- h) Easement, including the terms and provisions thereof, conveyed to Karl Jorgensen, et ux, in deed recorded December 30, 1983, bearing Microfilm Reel No. 83-5-6170, Records of Coos County, Oregon.
- i) Minor Partition, including the terms and provisions thereof, as set forth on map recorded February 9, 1988, bearing Microfilm Reel No. 88-2-0475, Records of Coos County, Oregon.
- j) Minor Partition, including the terms and provisions thereof, as set forth on map recorded July 13, 1988, bearing

Microfilm Reel No. 88-7-0729, Records of Coos County, Oregon.

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

The true and actual consideration paid for this transfer stated in terms of dollars, is \$225,000.00.

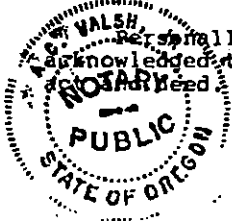
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO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

In Witness Whereof, the grantor has executed this instrument this 8 day of Nov, 1990.

Ellen M. Jorgensen

STATE OF OREGON)
County of Coos) ss.

Nov. 8, 1990



Personally appeared the above named ELLEN JORGENSEN and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

A. Walsh

Notary Public for Oregon
My Commission Expires: 8-7-93

SEND TAX STATEMENT TO:
Raymond C. Wheeler & Judy A. Wheeler
Route 1 Box 471
Coquille, Oregon 97423

AFTER RECORDING RETURN TO:
Raymond C. Wheeler
5613 Gravenstein Hwy S.
Sebastopol, California 95472

Beginning at the Northwest corner of the SW 1/4 of the SW 1/4 of Section 21, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, thence South along the West line of the SW 1/4 of the SW 1/4, and/or its extension thereof, for a distance of 1219 feet, more or less, to the centerline of a drainage ditch; thence East along the centerline of the drainage ditch for a distance of 3960 feet, more or less, to the East line of the SW 1/4 of the SE 1/4, and/or its extension thereof, thence North 01° 08' 10" East along the East line of the SW 1/4 of the SE 1/4, and/or its extension thereof, for a distance of 718 feet, more or less, to a point which bears South 01° 08' 10" West 557.33 feet from the Northeast corner of the SW 1/4 of the SE 1/4, thence North 38° 41' 36" West for a distance of 711.74 feet, to a point on the North line of the SW 1/4 of the SE 1/4 of Section 21, thence North for a distance of 236 feet, more or less, to the Southwesterly boundary of the Southern Pacific Railroad right of way; thence Northwesterly along the railroad right of way for a distance of 560 feet, more or less, to a point which bears North from a point which bears North 73° 25' 08" East a distance of 315.28 feet from the Northwest corner of the SW 1/4 of the SE 1/4; thence South for a distance of 310 feet, more or less, to a point which bears North 73° 25' 08" East a distance of 315.28 feet from the Northwest corner of the SW 1/4 of the SE 1/4, thence West for a distance of 400.00 feet, thence South 01° 22' 27" West for a distance of 218.00 feet, to a point which bears South 38° 51' 20" West a distance of 164.32 feet from the Northwest corner of the SW 1/4 of the SE 1/4, thence West for a distance of 740.00 feet, thence North 29° West for a distance of 135 feet, more or less, to the North line of the SE 1/4 of the SW 1/4; thence West along the North line of the SE 1/4 of the SW 1/4 and the North line of the SW 1/4 of the SW 1/4 for a distance of 1700 feet, more or less, to the point of beginning.-----

State of Oregon
 County of Coos, *90-11-0535*
 I, Mary Ann Wilson, County Clerk, certify the
 within instrument was filed for record at
1:52 PM NOV 15, 1990
 By *M. Bright* Deputy
 #pages *4* Rec \$ *42*

EXHIBIT A

RECORDED BY
 7 FROM TITLE
 INSURANCE
 58-251
 Oct 60-13-1990

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That ELLEN JORGENSEN, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by MICHAEL F. GARDNER and TIM BONES, the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Coos and State of Oregon, described as follows, to wit:

Beginning at a 5/8" iron rod on the South line of Section 21, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, said point of beginning being North 89 degrees 28' 48" West a distance of 728.73 feet from the Southeast corner of Section 21; thence North 38 degrees 41' 36" West for a distance of 1638.89 feet to a 5/8" iron rod on the North line of the Southwest 1/4 of the Southeast 1/4 of said Section 21; thence North for a distance of 236 feet, more or less, to the Southwesterly boundary of the Southern Pacific Railroad right of way; thence Southeasterly along the Railroad right of way for a distance of 1977 feet, more or less, to a point on the South line of said Section 21; thence North 89 degrees 28' 48" West along the South line of said Section 21, for a distance of 21 feet more or less, to the point of beginning.

SUBJECT TO:

1. As disclosed by the tax rolls, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest. (Affects Southerly approximate 4 acres).
2. Rights of the public in and to that portion lying within streets, roads and highways.
3. The premises herein described are within and subject to the statutory powers, including the power of assessment of Beaver Slough Drainage.
4. Easement, including the terms and provisions thereof,
 To: Oregon Power Company
 Recorded: July 1, 1916
 Book: 73 Page: 453
 Records of Coos County, Oregon.
 For: Power line
5. Easement, including the terms and provisions thereof,
 To: Mountain States Power Company
 Recorded: September 7, 1929

Book: 108 Page: 609
 Records of Coos County, Oregon.
 For: Power line

6. Agreement, including the terms and provisions thereof,
 To: Edwin D. Yoakam, et ux
 And: Jens Jorgensen, et ux
 Dated:
 Recorded: July 14, 1942
 Book: 143 Page: 216
 Records of Coos County, Oregon.

~~7. Access Restrictions, including the terms and provisions
 thereof, contained in Deed,
 To: State of Oregon, by and through its State Highway
 Commission
 Recorded: August 21, 1953
 Book: 229 Page: 212
 Records of Coos County, Oregon.~~

8. Easement, including the terms and provisions thereof,
 To: Pacific Power and Light Company
 Recorded: February 9, 1977
 Microfilm Reel No. 77-2-02037
 Records of Coos County, Oregon.

9. Easement, including the terms and provisions thereof,
 To: Pacific Power and Light Company
 Recorded: April 3, 1981
 Microfilm Reel No. 81-2-4680
 Records of Coos County, Oregon.
 For: Transmission and distribution lines

10. Easement, including the terms and provisions thereof,
 To: Pacific Power and Light Company
 Recorded: June 17, 1981
 Microfilm Reel No. 81-3-0378
 Records of Coos County, Oregon.
 For: Underground system

11. Minor partition, including the terms and provisions
 thereof, as set forth on map Recorded: February 9, 1988
 Microfilm Reel No. 88-02-0475
 Records of Coos County, Oregon.

12. Minor partition, including the terms and provisions
 thereof, as set forth on map Recorded: July 13, 1988
 Microfilm Reel No. 88-07-0729
 Records of Coos County, Oregon.

13. Easement, including the terms and provisions thereof,
 To: Clark Wilson, et ux
 Recorded: February 22, 1990
 Microfilm Reel No. 90-02-1471

Records of Coos County, Oregon.
For: Irrigation purposes

ALSO SUBJECT TO:

- a) Southern Pacific access agreement, which grantee assumes.
- b) Metal buildings on the premises are not owned by grantor, and are not part of this conveyance.

RESERVING to grantor, her executors, heirs and assigns, ownership of the barn presently located in the Northwest corner of the above parcel, together with a perpetual easement to the approximately one acre under and surrounding the barn, and the right to maintain and rebuild the barn.

RESERVING ALSO to grantor, her executors, heirs and assigns road access over roads presently existing on the above granted parcel, from the Southeast corner of the above parcel sold, to said barn area and for access to the barn area and to highway 42, all the above reservations being for the benefit of pasture lands owned by grantor lying Southeasterly of the parcel sold. The reserved areas are as approximately set forth on the attached Exhibit A.

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

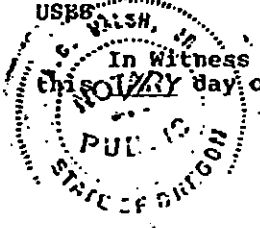
And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances, and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$75,000.00.

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

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.

In Witness Whereof, the grantor has executed this instrument this 12th day of December, 1991.



Ellen M. Jorgensen

91 12 1241

STATE OF OREGON)
) ss.
County of Coos)

Dec. 11, 1991

Personally appeared the above named ELLEN JORGENSEN and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

A. C. Walsh J.
Notary Public for Oregon
My Commission Expires 8-7-93



SEND TAX STATEMENTS TO:

AND RETURN DOCUMENT TO:
MR. GARDNER & MR. BONES
2315 OLIVE BARBER ROAD
COOS BAY, OR 97420

RECORDED BY
TICOR TITLE
INSURANCE
60-976

2477

95 09 0427

AGREEMENT FOR EASEMENT

THIS AGREEMENT, made and entered into this 13TH day of SEPTEMBER, 1995, by and between RAYMOND C. WHEELER AND JUDY A. WHEELER, HUSBAND AND WIFE hereinafter called the first party, and ELLEN JORGENSEN hereinafter called the second party;

WITNESSETH: WHEREAS: The first party is the record owner of the following described real estate in Coos County, State of Oregon, to-wit:

The E 1/2 of the SE 1/4 of Section 21, Township 27 South, Range 12 West of the Willamette Meridian; Coos County, Oregon, lying Westerly of Highway 42 and the Southern Pacific Railroad.

EXCEPT that portion conveyed to Michael Gardner and Tim Bones by instrument recorded December 31, 1991, bearing microfilm Reel No. 91-12-1241, Records of Coos County, Oregon.

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party road access over roads presently existing on the above described property for the benefit of pasture lands.

67-467
AFTER RECORDING
RETURN TO
Title Time Services
131 N 3rd - Box 1075
Coos Bay, OR 97502-0223

(Insert here a full description of the nature and type of the easement granted to the second party.)

<p>AGREEMENT FOR EASEMENT</p> <p>BY: RAYMOND C. & JUDY A. WHEELER</p> <p>AND: ELLEN JORGENSEN</p> <p>WITNESSES: RALPH B. & ROBERTA A. STACEY 2207 LOMBARD NORTH BEND, OR 97459</p>		<p>RECORDING # 95090427</p> <p>J. MARY ANN WILSON Coos County Clerk, Coos County this within instrument was filed for record at 11:13W ON 09/14/1995 BY: J. MARY ANN WILSON Deputy</p>	<p>STATE OF OREGON, County of _____</p> <p>I certify that the within instrument was received for record on the _____ day of _____, 19____ at _____ o'clock _____ M., and recorded in book/roll/volume No. _____ on page _____ or on fee/title/instru- ment/microfilm/reception No. _____ Record of of said county.</p> <p>Witness my hand and seal of County aforesaid.</p> <p>NAME _____ TITLE _____ By _____ Deputy</p>
--	--	--	---

977

95 09 0427

The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of PERPETUITY, always subject, however, to the following specific conditions, restrictions and considerations:

NONE

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

N/A

and second party's right of way shall be parallel with the center line and not more than _____ feet distant from either side thereof.

During the existence of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disaster or other events for which all holders of an interest in the easement are Mitchepees shall be the responsibility of (check one): the first party; the second party; both parties, share and share alike; both parties, with the first party being responsible for _____% and the second party being responsible for _____%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement shall bind and have to the benefit of, in the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest.

In confirming this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal (if any) affixed by an officer or other person duly authorized to do so by its board of directors.

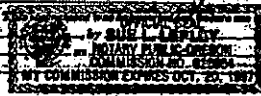
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this _____ day and year first hereinafore written.

Raymond C. ...
...

Ellen Jorgensen

STATE OF OREGON,
County of COOS
This instrument was acknowledged before me on
September 13, 1995 by Raymond C. ...
Ellen Jorgensen
J. X. ...
Notary Public for Oregon
My commission expires 10-20-97

STATE OF OREGON,
County of _____
Notary Public for Oregon
My commission expires _____



97.8

Name of Document For Recording:
Property Owner:
Other Party:
Consideration:
Tax Statement to be mailed to:

Easement for Access
Raymond C. & Judy A. Wheeler
Beaver Slough Drainage District
\$0.00, other consideration
Beaver Slough Drainage District
60196 Old Wagon Road, Coos Bay OR 97420
Beaver Slough Drainage District
60196 Old Wagon Road, Coos Bay OR 97420



Terril L. Turt, Coos County Clerk

After Recording, Return To:

EASEMENT

This easement is made between Raymond C. & Judy A. Wheeler, as grantors, and the Beaver Slough Drainage District, a public body organized and operated under the authority of ORS Chapter 450, as grantee.

RECITALS:

The Grantor owns property described in Instrument Nos. 90-11-0535, Deed Records of Coos County, Oregon, located in Section 21, Township 27, Range 13, Willamette Meridian, in Coos County, Oregon.

The Grantee intends and is obligated by its purpose as the drainage district to provide reasonable water control measures through the installation, inspection, maintenance and control of dikes and other water control measures. Grantee will require reasonable access to areas on Grantor's real property for ingress and egress for required work to perform water control measures, repair and construction.

It is the intent of the parties that the Grantor grant a perpetual, exclusive easement running with the land to Grantee onto areas of for ingress, egress and access to the Grantor's property for the purposes of the construction, maintenance, and repair of certain water control systems including, but not limited to dikes, water control devices and other necessary measures for water control. Access, ingress and egress shall be reasonable and not a hindrance to the grantor. Grantor shall, at all times have access to all of its real property.

NOW, THEREFORE, Grantor, in consideration of the covenants herein contained and of other good and valuable consideration, conveys to the Beaver Slough Drainage District, a domestic drainage district organized pursuant to ORS Chapter 450, Grantee, together with its heirs and assigns forever, rights-of-way and easements for the purposes of creation, constructing, maintaining, and repairing water control systems, dikes and other water control devices, over, through and upon land using the most convenient, efficient and least disruptive route generally indicated by "access points" in Exhibit "A" attached hereto and incorporated herein by this reference.

The Grantee of the rights herein granted shall have the right at all reasonable times to go upon the property under and upon which said easement right is granted by Grantor for the purposes of constructing, maintaining and repairing the water control devices, together with all the privileges necessary and incidental to the enjoyment of the rights herein granted.

Grantor agrees that it will not place any permanent or immovable structure over or upon property

where the easement is hereby granted, store unmovable items upon said easement area; nor change the grade of the existing easement area which should cause any damage to Grantee's necessary water control devices.

By acceptance of this Grant, Grantee herein agrees to maintain and preserve any area it uses for the use and benefit of its access and the use and benefit of the owner. Grantee shall reasonably use the most direct and least disruptive access point for ingress and egress onto Grantor's property.

The easement herein granted shall be a perpetual easement and exclusive for the use of Grantee.

The agreements by the respective Grantor and Grantee by them to be performed, shall be binding upon not only them and each of them, but upon their administrators, executors, heirs, devisees, successors, and assigns.

DATED: 7-17-, 2008

DATED: 7/17, 2008

By: Raymond C Wheeler

By: Judy A Wheeler

Name: Raymond C Wheeler

Name: Judy A Wheeler

Title: owner

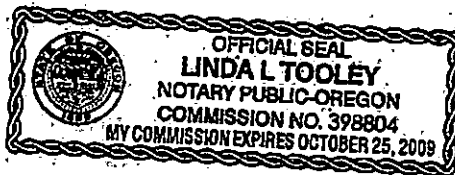
Title: owner

STATE OF OREGON) ss
County of Coos)

The foregoing instrument was acknowledged before me this 17th day of July, 2008, by Raymond Wheeler as (title:) owner

[Signature]
NOTARY PUBLIC

(Seal:)



STATE OF OREGON) ss
County of Coos)

The foregoing instrument was acknowledged before me this 17th day of July, 2008, by Judy Wheeler as (title:) owner

[Signature]
NOTARY PUBLIC

(Seal:)

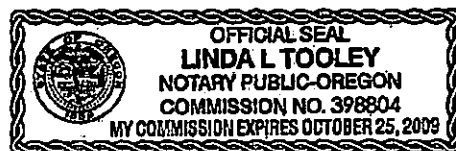
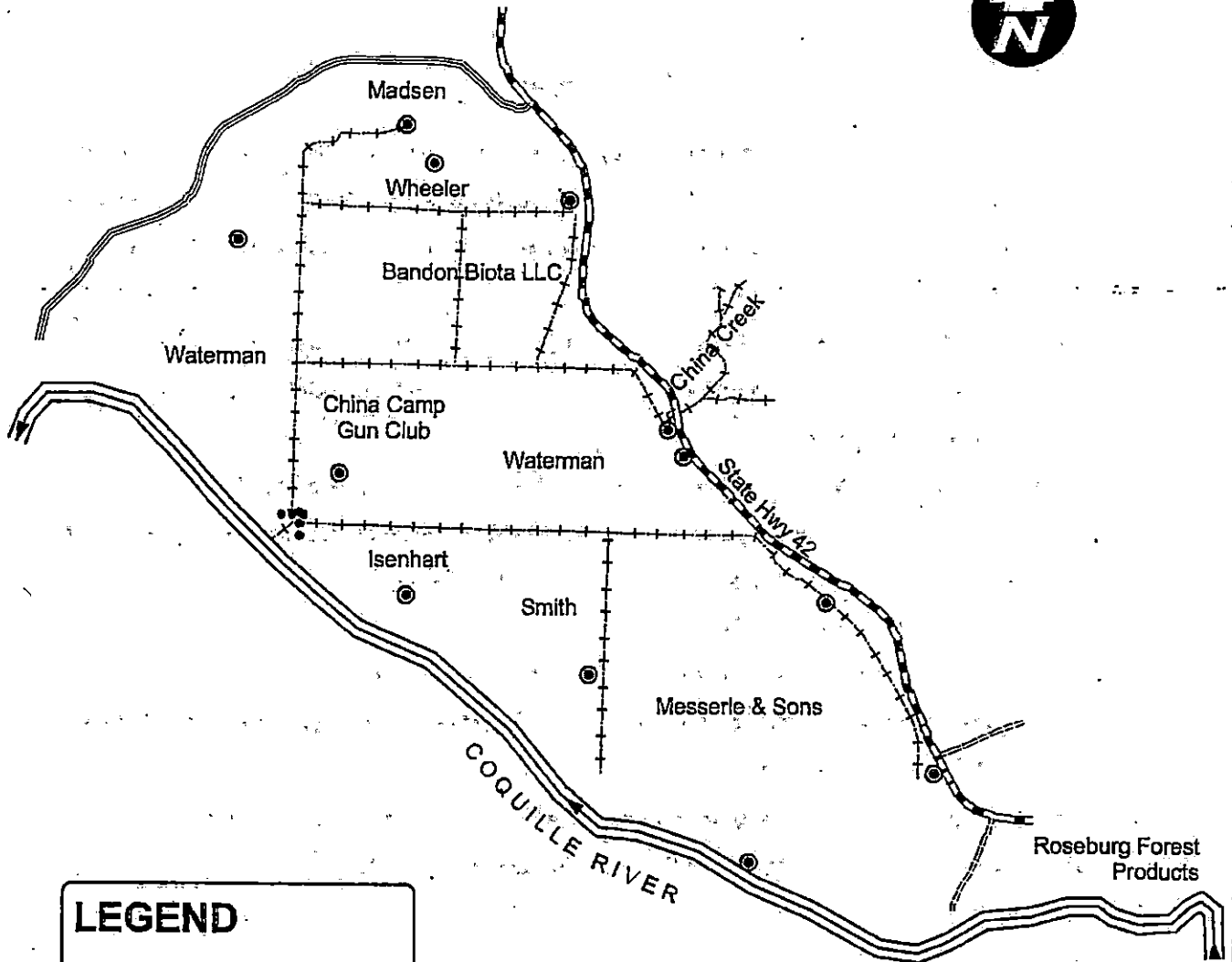
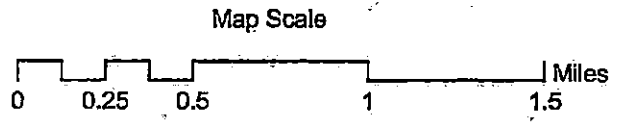


EXHIBIT "A"
EASEMENT FOR ACCESS
ACCESS POINTS



LEGEND

- Access Points
- Tidegate/Outlet
- Tidegate/Outlet
- Waterways / Ditches
- ▬▬▬ Coquille River
- ==== Cedar Point Road
- ▬▬▬ State Highway 42
- ▬▬▬ North Bank Road



**EASEMENT FOR ACCESS
ACCESS POINTS**

BEAVER SLOUGH DRAINAGE DISTRICT
COOS COUNTY, OREGON
MAY 2008

After recording return to:
Ray and Judy Wheeler
92242 North Bank Road
Coquille, OR 97423

LEASE AGREEMENT

THIS LEASE AGREEMENT made by and between Raymond and Judy Wheeler, 92242 North Bank Road, Coquille, OR 97423, hereinafter designated as Lessor, and Ralph B. Stacey, 2207 Lombard, North Bend, OR 97459, and Reece Stacey, 98680 Highway 241, Coos Bay, OR 97420, hereinafter designated as Lessee.

1. This lease shall run for a period of 5 years, commencing on the first day of January 2016 and terminating on the 30th day of December, 2021. Lessee would like first consideration when Lessor renews lease for 2021 season.
2. Lessee acknowledges that the premises herein leased is approximately 93 acres of property, and corrals and that the property will be used for cattle; livestock will be on the property for the term of the lease. No cattle or livestock shall be on the property but Lessee's. Lessee will have use of corrals during term of Lease if property sells.
3. The Lessee shall pay as consideration for this lease the sum of \$3,771.15 per year. Payment in full shall be made by Lessee to Lessor by April, 2016. Lessor pays property taxes. Lessor will continue lease for full term if property sells.
4. Lessee shall repair fences, and keep in condition as when received, reasonable wear and tear, damage from the elements, fire, acts of God, or other casualty excepted.
5. Property described on Exhibit A.
6. Deposit received of \$500.00
7. In the event that there is water on the property; due to a tide gate failure, act of nature or adjacent pond, lease is cancelled.

"Recorded by Ticor Title Company as an accommodation only. NO liability is accepted for the condition of title or for the validity, sufficiency, or effect of this document."

6d5223

LESSOR:

LESSEE:

Raymond Wheeler
Raymond Wheeler

Ralph Stacey
Ralph B. Stacey

Judy A. Wheeler
Judy A. Wheeler

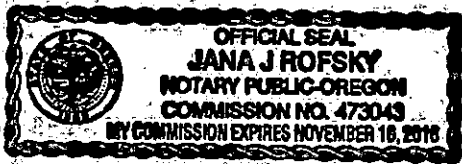
Reece Stacey
Reece Stacey

STATE OF Oregon

COUNTY OF Coos

)
) ss.

This instrument was acknowledged before me on June 14, 2016 by
Raymond Wheeler and Judy Wheeler.



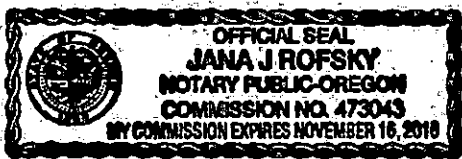
Jana Rofsky
Notary Public - State of Oregon

STATE OF ^{OR} Oregon

COUNTY OF Coos

)
) ss.

This instrument was acknowledged before me on June 14, 2016 by
Ralph Stacey and Reece Stacey.



Jana Rofsky
Notary Public - State of Oregon

**Exhibit A
Property Description**

PARCEL I:

BEGINNING AT THE NORTHWEST CORNER OF THE SW ¼ OF THE SW ¼ OF SECTION 21, TOWNSHIP 27 SOUTH, RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, THENCE SOUTH ALONG THE WEST LINE OF THE SW ¼ OF THE SW ¼, AND/OR ITS EXTENSION THEREOF, FOR A DISTANCE OF 1219 FEET, MORE OR LESS, TO THE CENTERLINE OF A DRAINAGE DITCH; THENCE EAST ALONG THE CENTERLINE OF THE DRAINAGE DITCH FOR A DISTANCE OF 3960 FEET, MORE OR LESS, TO THE EAST LINE OF THE SW ¼ OF THE SE ¼, AND/OR ITS EXTENSION THEREOF, THENCE NORTH 01° 08' 10. EAST ALONG THE EAST LINE OF THE SW ¼ OF THE SE ¼, AND/OR ITS EXTENSION THEREOF, FOR A DISTANCE OF 718 FEET, MORE OR LESS, TO A POINT WHICH BEARS SOUTH 01° 08' 10. WEST 557.33 FEET FROM THE NORTHEAST CORNER OF THE SW ¼ OF THE SE ¼, THENCE NORTH 38° 41' 36. WEST FOR A DISTANCE OF 711.74 FEET, TO A POINT ON THE NORTH LINE OF THE SW ¼ OF THE SE ¼ OF SECTION 21, THENCE NORTH FOR A DISTANCE OF 236 FEET, MORE OR LESS, TO THE SOUTHWESTERLY BOUNDARY OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY; THENCE NORTHWESTERLY ALONG THE RAILROAD RIGHT OF WAY FOR A DISTANCE OF 560 FEET, MORE OR LESS, TO A POINT WHICH BEARS NORTH FROM A POINT WHICH BEARS NORTH 73° 25' 08. EAST A DISTANCE OF 315.28 FEET FROM THE NORTHWEST CORNER OF THE SW ¼ OF THE SE ¼; THENCE SOUTH FOR A DISTANCE OF 310 FEET, MORE OR LESS, TO A POINT WHICH BEARS NORTH 73° 25' 08. EAST A DISTANCE OF 315.28 FEET FROM THE NORTHWEST CORNER OF THE SW ¼ OF THE SE ¼, THENCE WEST FOR A DISTANCE OF 400.00 FEET, THENCE SOUTH 01° 22' 27. WEST FOR A DISTANCE OF 218.00 FEET, TO A POINT WHICH BEARS SOUTH 38° 51' 20. WEST A DISTANCE OF 164.32 FEET FROM THE NORTHWEST CORNER OF THE SW ¼ OF THE SE ¼, THENCE WEST FOR A DISTANCE OF 740.00 FEET, THENCE NORTH 29° WEST FOR A DISTANCE OF 135 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SE ¼ OF THE SW ¼; THENCE WEST ALONG THE NORTH LINE OF THE SE ¼ OF THE SW ¼ AND THE NORTH LINE OF THE SW ¼ OF THE SW ¼ FOR A DISTANCE OF 1700 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH AN ACCESS EASEMENT AS DESCRIBED IN INSTRUMENT RECORDED NOVEMBER 15, 1990 AS MICROFILM NO. 90-11-0535, RECORDS OF COOS COUNTY, OREGON.

PARCEL II:

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 27 SOUTH, RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, LYING WESTERLY OF HIGHWAY 42 AND THE SOUTHERN PACIFIC RAILROAD.

EXCEPT THAT PORTION CONVEYED TO MICHAEL GARDNER AND TIM BONES BY INSTRUMENT RECORDED DECEMBER 31, 1991 BEARING MICROFILM REEL NO. 91-12-1241, RECORDS OF COOS COUNTY, OREGON.

**AFTER RECORDING
RETURN TO
Titor Title Company
300 West Anderson Ave. - Box 1075
Coos Bay, OR 97420-0233
60152235**

LEASE AGREEMENT AMENDMENT

The parties below, Ray Wheeler ("Lessor") and Ralph B. and Reece Stacey ("Lessee"), entered into a Lease Agreement dated June 14, 2016, and recorded in the Coos County records under Recording No. 2016-005158. In connection with the sale of a portion of the Property described in Exhibit A of the Lease Agreement, the parties desire to amend the Lease Agreement to clarify certain terms and alter the duration of the Lease Agreement. The parties agree as follows:

1. The lease term described in Paragraph 1 of the Lease Agreement is extended to terminate automatically on the date that is five years after the date that the deed conveying the Leased Premises to the State of Oregon is recorded. The parties acknowledge and agree that any decision to lease the Leased Premises for any period after this Lease Agreement terminates will be made by the owner of the Leased Premises at that time in that owner's sole discretion.
2. Paragraphs 2 and 5 of the Lease Agreement are modified to state that the premises leased to Lessee consist of approximately 98.3 acres and that the leased premises are described in Exhibit A attached hereto ("Leased Premises"). "Corrals and" is hereby deleted from the first sentence of Paragraph 2, and the last sentence of Paragraph 2 is hereby deleted as the corrals are not located on the Leased Premises.
3. In the event this Lease Agreement is assigned to the State of Oregon: (a) payments due under Paragraph 3 of the Lease Agreement shall continue to be made to Raymond Wheeler; and (b) Raymond Wheeler may access the Leased Premises for the purposes of maintaining, operating, repairing, removing, and relocating certain irrigation equipment on the Leased Property for the term of the Lease Agreement.
4. The average annual base rate forage production capacity presently established by Lessor for this Lease is 372 AUMs (Animal Unit Month). Lessor reserves the right to re-determine the average annual base rate forage production capacity at any time during the term of this Lease.
5. All other terms of the Lease Agreement shall remain unchanged.

LESSOR:

Raymond Wheeler
Raymond Wheeler

LESSEE:

Ralph B. Stacey
Ralph B. Stacey
Reece Stacey
Reece Stacey

STATE of OREGON)
) ss.
COUNTY of COOS)

This instrument was acknowledged before me on 10/12, 2017 by Raymond C. Wheeler.

Karen Lee Tofte

Notary Public for Oregon

My commission expires: 4/29/2018



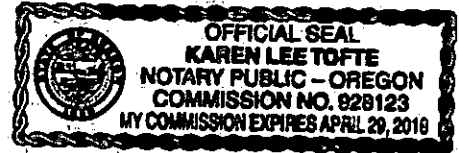
STATE of OREGON)
) ss.
COUNTY of COOS)

This instrument was acknowledged before me on 10/12, 2017 by Ralph B. Stacey.

Karen Lee Tofte

Notary Public for Oregon

My commission expires: 4/29/2018



STATE of OREGON)
) ss.
COUNTY of COOS)

This instrument was acknowledged before me on 10/12, 2017 by Reece Stacey.

Karen Lee Tofte

Notary Public for Oregon

My commission expires: 4/29/2018



Exhibit A

A parcel of land being a portion of that property conveyed from Ellen Jorgensen to Raymond C. Wheeler and Judy A. Wheeler per Warranty Deed recorded November 15, 1990, Document #90-11-0535, Deed Records of Coos County, Oregon, described as follows:

Commencing at the Northwest corner of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 21, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, thence South along the West line of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) and/or its extension thereof, for a distance of 1219 feet, more or less, (deed) to the centerline of a drainage ditch; Thence East along the centerline of said drainage ditch South $89^{\circ}16'42''$ East 64.97 feet (survey) to the TRUE POINT OF BEGINNING of the herein described property;

Thence East along said drainage ditch centerline for a distance of 3900.00 feet, more or less, to the east line of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of said Section 21, and/or its extension thereof;

Thence North $01^{\circ}08'10''$ East along said East line of the Southwest Quarter of the Southeast Quarter, and/or its extension thereof, for a distance of 718.00 feet, more or less, (deed) to a point bearing South $01^{\circ}08'10''$ West 557.33 feet from the Northeast corner of said Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4);

Thence North $38^{\circ}41'36''$ West for a distance of 711.74 feet, (deed) to a point on the North line of said Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 21;

Thence North for a distance of 236.00 feet (deed), more or less, (deed) to the Southwesterly boundary of the Southern Pacific Railroad Right-of-Way at a point that bears North $72^{\circ}36'05''$ East 851.33 feet (survey) from a 2" iron pipe per CS PB3-1 marking the Center South Sixteenth (CS1/16) corner of said Section 21;

Thence along said railroad right-of-way North $74^{\circ}04'45''$ West 31.26 feet (survey);

Thence leaving said railroad right-of-way South $00^{\circ}25'39''$ East 253.04 feet (survey) along a line that is a 30 foot offset and parallel to the easterly boundary that property described above per said Deed #90-11-0535;

Thence along the following surveyed boundary:

South $29^{\circ}01'32''$ East 141.59 feet;

South $05^{\circ}23'29''$ West 135.78 feet;

South $58^{\circ}50'04''$ West 451.95 feet;

South $68^{\circ}04'07''$ West 191.64 feet;

North $87^{\circ}36'14''$ West 385.62 feet;

North $69^{\circ}12'34''$ West 168.76 feet;

North $65^{\circ}27'27''$ West 62.88 feet;

North $26^{\circ}52'52''$ West 71.75 feet;

North $70^{\circ}26'19''$ West 76.93 feet;

North $55^{\circ}47'26''$ West 128.29 feet;

North $53^{\circ}42'37''$ West 115.46 feet;

Thence North $33^{\circ}46'24''$ West 125 feet, more or less, to a point on North line of that property described per said Deed Instrument 90-11-0535 in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of said Section 21, said point bearing South $79^{\circ}16'18''$ West 680 feet, more or less, from said Center South Sixteenth (CS1/16) corner of Section 21;

Thence West (Deed) along said north line 171 feet, more or less, to a 5/8" iron rod;
Thence North 29° 00' 00" West for a distance of 135.00 feet (deed), more or less, to the North line of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of said Section 21;
Thence West 388 feet, more or less along said North line to the centerline of drainage ditch;
Thence along said drainage ditch centerline as follows:
South 67° 03' 59" West 74.81 feet;
South 83° 09' 59" West 216.44 feet;
South 89° 10' 04" West 230.69 feet;
North 89° 28' 11" West 325.33 feet;
South 38° 10' 23" West 157.14 feet;
South 83° 00' 57" West 316.34 feet;
South 74° 04' 52" West 82.65 feet;
South 69° 21' 09" West 32.37 feet;
South 37° 45' 20" West 88.03 feet;
Thence leaving said drainage centerline South 01° 20' 34" West 897.47 feet to the centerline of a drainage ditch and the true point of beginning.

All bearings based upon CS 24B78, Records of the Coos County Surveyor.

TOGETHER WITH an access easement set forth in Warranty Deed from Ellen Jorgensen to Raymond C. Wheeler, et ux, recorded November 15, 1990, Document #90-11-0535, which provides ingress and egress to the conveyed property, from North Bank Road, over and across an existing road, described as follows:
Beginning at the most Southerly corner of the property conveyed to Russell B. Rydlund, et ux, in Book 225, Page 647, Deed Records of Coos County, Oregon, said point being on the North boundary of the Southern Pacific Railroad and bears South 39° 51' East 174.4 feet from the intersection of said railroad boundary with the West boundary of the NW quarter of the SE quarter of Section 21, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence North 41° 49' East 214.7 feet to a point on the right of way line of the State Highway; thence Southeasterly along said State Highway boundary to the intersection of the North boundary of said Southern Pacific Railroad; thence Westerly along said railroad to the point of beginning.

ALSO that certain parcel conveyed from Ellen Jorgensen to Raymond C. Wheeler and Judy A. Wheeler by Warranty Deed recorded September 29, 1994, Document #94-09-1070, described as follows:

The East Half (1/2) of the Southeast Quarter (SE1/4) of Section 21, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, lying Westerly of Highway 42 and the Southern Pacific Railroad.

EXCEPT that portion conveyed to Michael Gardner and Tim Bones by instrument recorded December 31, 1991 bearing Microfilm Reel No. 91-12-1241, Records of Coos County, Oregon.

TOGETHER WITH an access easement reserved by Grantor in Warranty Deed from Ellen Jorgensen to Michael F. Gardner and Tim Bones, recorded December 31, 1991, Document #91-12-1241, which provides ingress and egress over presently existing roads. EXCEPTING THEREFROM that portion of the presently existing road lying within the Right of Way of Southern Pacific Railroad.

COOS COUNTY, OREGON **2017-09909**
\$56.00 10/16/2017 10:38:00 AM
DEBBIE HELLER, CEA, COOS COUNTY CLERK Pgs=3

AFTER RECORDING
RETURN TO
Ticor Title Company
300 West Anderson Ave. - Box 1075
Coos Bay, OR 97420-0233
6015223

ASSIGNMENT OF LEASE

This Assignment of Lease ("Assignment") entered into by and between RAYMOND C. WHEELER ("Wheeler"), the State of Oregon acting by and through its Department of Fish and Wildlife ("ODFW"), and Ralph B. Stacey and Reece Stacey ("Staceys"), is effective upon execution by all the parties (the "Effective Date").

WHEREAS, Wheeler, as "Lessor," and the Staceys, as "Lessee," entered into that certain lease dated June 14, 2016, and recorded in the Coos County records under Recording No. 2016-005158, and subsequently amended on October 12, 2017, with such amendment being recorded in the Coos County records under Recording No. 2017- 09907 (collectively, the "Lease"), for the Staceys to lease real property in Coos County from Wheeler for livestock grazing;

WHEREAS, in connection with his sale of 98.3 acres of real property in Coos County (the "Property") to ODFW, Wheeler wishes to assign all his right, title, and interest in the Lease to ODFW, and in consideration of Wheeler's sale of the Property, ODFW desires to assume all of Wheeler's obligations under the Lease;

WHEREAS, the Staceys consent to Wheeler's assignment of the Lease to ODFW and ODFW's assumption of all of Wheeler's obligations under the Lease, pursuant to the terms of this Assignment; and

WHEREAS, the parties to this Assignment intend to memorialize the assignment of Lease from Wheeler to ODFW, and the Staceys consent to such assignment, as set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Wheeler, ODFW, and the Staceys, agree as follows:

1. Assignment. Wheeler hereby transfers and assigns to ODFW, all of Wheeler's right, title and interest in and to the Lease, provided; however, Wheeler specifically excludes Wheeler's right, title and interest in and to receipt and ownership of all future rent payments under the Lease from this Assignment.
2. Assumption. ODFW hereby assumes all of Wheeler's obligations under the Lease, from and after the Effective Date of this Assignment.
3. Wheeler's Representations, Warranties, and Indemnity. Wheeler represents and warrants that: (a) the Lease is in full force and effect in accordance with its terms; (b) Neither Wheeler nor the Staceys are in default under the Lease; and (c) Neither Wheeler nor the Staceys have made claims against the other under the Lease. Wheeler further shall indemnify, defend, and hold harmless ODFW from and against all obligations, liabilities, or claims asserted against ODFW with respect to the Lease arising from events which occur prior to the Effective Date of this assignment.
4. The Staceys' Representations and Warranties. The Staceys represent and warrant that: (a) the Lease is in full force and effect in accordance with its terms; (b) Neither the Staceys nor Wheeler are in default under the Lease; and (c) Neither the Staceys nor Wheeler have made claims against the other under the Lease.
5. ODFW's Limitation of Liability. ODFW shall not be responsible for the collection or payment of any rent under the Lease. Wheeler agrees to pursue payment of any rent under the Lease directly from the Staceys, and Wheeler shall not, under any circumstances, request or pursue payment of any rent under the Lease from ODFW. Wheeler shall indemnify, defend, and hold harmless ODFW from and against all obligations, liabilities, or claims whatsoever related to or arising from the payment of rent or \$500 deposit under the Lease.

STATE of OREGON)
) ss.
COUNTY of COOS)

This instrument was acknowledged before me on 10/12, 2017 by Raymond C. Wheeler.

Karen Lee Tofte

Notary Public for Oregon

My commission expires: 4/29/2018



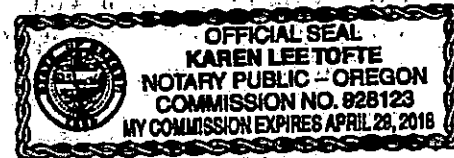
STATE of OREGON)
) ss.
COUNTY of COOS)

This instrument was acknowledged before me on 10/12, 2017 by Ralph B. Stacey.

Karen Lee Tofte

Notary Public for Oregon

My commission expires: 4/29/2018



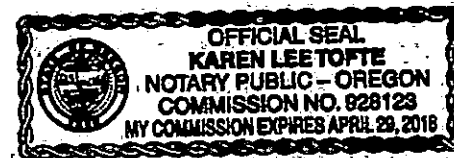
STATE of OREGON)
) ss.
COUNTY of COOS)

This instrument was acknowledged before me on 10/12, 2017 by Reece Stacey.

Karen Lee Tofte

Notary Public for Oregon

My commission expires: 4/29/2018



AFTER RECORDING, RETURN TO:
Oregon Department of Fish and Wildlife
ATTN: REALTY SERVICES
4034 Fairview Industrial Drive SE
Salem, OR 97302

COOS COUNTY, OREGON	2017-09910
\$81.00	10/16/2017 10:38:00 AM
DEBBIE HELLER, CEA, COOS COUNTY CLERK Pgs=8	

EASEMENT

**AFTER RECORDING
RETURN TO**
Ticor Title Company
300 West Anderson Ave. - Box 1075
Coos Bay, OR 97420-0233
6015223

GRANTOR: RAYMOND C. WHEELER

GRANTEE: THE STATE OF OREGON, acting by and through the Oregon Department of Fish and Wildlife ("ODFW")

RECITALS

- I. Grantor owns fee title to property located in the Northwest quarter of the Southeast quarter of Section 21, Township 27 South, Range 13 West, of the Willamette Meridian, Coos County, Oregon (the "Wheeler property").
- II. ODFW acquired fee title from Grantor, to the property described in Exhibit A (the "ODFW Property").
- III. Grantor desires to grant an easement across a portion of the Wheeler Property, so that ODFW and the general public may access the ODFW Property and other lands owned by ODFW.
- IV. ODFW intends to manage the ODFW Property as part of ODFW's Coquille Valley Wildlife Area ("CVWA") in accordance with OAR 635-008-0068, providing wildlife-oriented public use compatible with the goals and objectives contained in the 2016 Coquille Valley Wildlife Area Management Plan (the "Management Plan"), as may be amended from time to time.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, and other valuable consideration, Grantor and ODFW agree as follows:

1. Easement Appurtenant to the ODFW Property. Grantor hereby grants to ODFW and its successors and assigns a non-exclusive perpetual and appurtenant easement over, on, and across the Wheeler Property, with such easement being legally described and depicted in Exhibit B attached hereto (the "Easement"). The Easement purpose is for the benefit of and access to the ODFW Property and other lands owned by ODFW within the CVWA, for the uses described in Section 3, below.
2. Width of Easement. The width of the Easement is thirty (30) feet, and is delineated by fence posts located on the perimeter of the Easement boundary.

3. Use of Access Easement. ODFW may use the Easement only for vehicular (including farm and/or construction equipment), animal and pedestrian access purposes in conjunction with the lawfully permitted and authorized uses of the ODFW Property and other lands owned by ODFW within the CVWA, including agricultural, recreational and open space purposes (and public parking on the ODFW Property associated with such purposes), and in accordance with OAR 635-008-0068, to provide access for wildlife-oriented public use compatible with the goals and objectives contained in the Management Plan, as may be amended from time to time.

4. ODFW's Obligations. ODFW's enforcement and maintenance obligations with respect to the Easement are as follows:

a. Enforcement.

- (i) ODFW will work with and cooperate with local law enforcement to establish and maintain a pro-active approach to the prevention of trespass by the public from the Easement onto the Wheeler Property and other properties adjacent to the Easement and to provide regular patrolling of the road during hunting season.
- (ii) ODFW may limit or suspend public access over the Easement at any time and from time to time as deemed necessary by ODFW for reasons which include, but are not limited to: avoiding damage to the ecological health of the lands affected by the use of the Easement; during fire season; and if the public's use of the Easement violates the terms and conditions of this Easement to the detriment of the Wheeler Property.

b. Maintenance and Repair.

- (i) The Easement is an unimproved dirt road. ODFW shall be responsible for maintaining the Easement, including the maintenance of the road surface and the control of noxious weeds. Grantor shall have no obligation to improve or maintain the road, except that Grantor and ODFW shall each be responsible for repairing the road surface to the extent that either party or their respective lessees, invitees, guests, customers, agents or employees damages the road.
- (ii) ODFW shall install the fence posts on the perimeter of the Easement boundary on or before October 31, 2017.

5. Gates and Locks.

- a. Grantor may use, maintain, and lock an existing fence gate on the South boundary of the Easement which Grantor uses for equipment access to Grantors' property South of and adjacent to the Easement.
- b. ODFW may install a gate on the Easement as ODFW deems reasonably necessary for purposes of enforcement, as described above.
- c. Either party may place a lock on any gate, but shall provide the other party with a key to such lock. The parties shall keep all gates closed, and re-lock all locks after use.

6. Reservation of Use. Grantor reserves the right to use the Easement jointly with ODFW and authorized users of the Easement.

7. Grantor Liability; Indemnification. The Parties acknowledge that, under ORS 105.682 and 105.696, Grantor is not liable in contract or tort for any personal injury, death or property damage that arises out of the general public's use of the Easement for recreational purposes, except for the liability of Grantor for intentional injury or damage. Furthermore, ORS 105.672 to 105.696 do not create a duty of care or basis for Grantor liability for personal injury, death or property damage resulting from ODFW's and the general public's use of the Easement for recreational purposes.

SUBJECT TO THE LIMITATIONS OF ARTICLE XI, § 7 OF THE OREGON CONSTITUTION AND THE OREGON TORT CLAIMS ACT (ORS 30.260 THROUGH 30.300), ODFW SHALL INDEMNIFY, WITHIN THE LIMITS OF AND SUBJECT TO THE RESTRICTIONS IN THE TORT CLAIMS ACT, GRANTOR AGAINST ANY LIABILITY FOR PERSONAL INJURY OR DAMAGE TO LIFE OR PROPERTY ARISING FROM ODFW'S NEGLIGENT ACTIVITY UNDER THIS EASEMENT PROVIDED, HOWEVER, ODFW SHALL NOT BE REQUIRED TO INDEMNIFY GRANTOR FOR ANY SUCH LIABILITY ARISING OUT OF THE WRONGFUL ACTS OF GRANTOR, ITS OFFICERS, EMPLOYEES OR AGENTS.

8. No Hunting Rights Granted. This Easement shall not be construed to grant hunting rights to ODFW or the public on the Wheeler Property or the Easement.

9. Available Funding. Notwithstanding anything in this Easement to the contrary, the State of Oregon's payment obligations under this Easement are conditioned upon ODFW receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODFW, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Easement. Grantor is not entitled to receive payment under this Easement from any part of Oregon state government other than ODFW. Nothing in this Easement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

10. Applicable Law. This Easement shall be construed in accordance with the laws of the State of Oregon.

11. Entire Agreement; No Other Modifications to Agreement. This Easement sets forth the entire agreement of the parties and supersedes and shall control over any other prior written or oral agreements relating to the subject matter hereof. Any modifications to this Easement must be in writing; signed by Grantor and ODFW, and recorded in the official records of Coos County.

12. Binding Effect. This Easement shall run with the land, burden the Wheeler Property, benefit the ODFW Property, and benefit other lands owned by ODFW within the CVWA. This Easement shall be binding upon, inure to, burden and benefit, each party's heirs, successors, assigns, lessees, and mortgagees (or beneficiaries under a deed of trust).

13. Counterparts. This Easement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same Easement.

This Easement is executed this 12 day of Oct, 2017

GRANTOR:

Raymond C. Wheeler
Raymond C. Wheeler

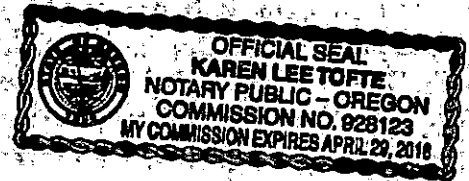
GRANTEE hereby accepts this Easement in accordance with ORS 93.808

Shannon Hurn
Shannon Hurn
Deputy Director of Fish and Wildlife Programs

STATE of OREGON)
) ss.
COUNTY of COOS)

This instrument was acknowledged before me on 10/12, 2017 by Raymond C. Wheeler:

Karen Lee Tofte
Notary Public for Oregon
My commission expires: 4/29/2018



STATE of OREGON)
) ss.
COUNTY of MARION)

This instrument was acknowledged before me on 10/13, 2017, by Shannon Hurn, as Deputy Director of Fish and Wildlife Programs for the Oregon Department of Fish and Wildlife.

Karen Lee Tofte
Notary Public for Oregon
My commission expires: 4/29/2018



EXHIBIT A
ODFW Property

A parcel of land being a portion of that property conveyed from Ellen Jorgensen to Raymond C. Wheeler and Judy A. Wheeler per Warranty Deed recorded November 15, 1990, Document #90-11-0535, Deed Records of Coos County, Oregon, described as follows:

Commencing at the Northwest corner of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 21, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, thence South along the West line of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) and/or its extension thereof, for a distance of 1219 feet, more or less, (deed) to the centerline of a drainage ditch; Thence East along the centerline of said drainage ditch South 89°16'42" East 64.97 feet (survey) to the TRUE POINT OF BEGINNING of the herein described property; Thence East along said drainage ditch centerline for a distance of 3900.00 feet, more or less, to the east line of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of said Section 21, and/or its extension thereof; Thence North 01°08'10" East along said East line of the Southwest Quarter of the Southeast Quarter, and/ or its extension thereof, for a distance of 718.00 feet, more or less, (deed) to a point bearing South 01°08'10" West 557.33 feet from the Northeast corner of said Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4); Thence North 38°41'36" West for a distance of 711.74 feet, (deed) to a point on the North line of said Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 21; Thence North for a distance of 236.00 feet (deed), more or less, (deed) to the Southwesterly boundary of the Southern Pacific Railroad Right-of-Way at a point that bears North 72°36'05" East 851.33 feet (survey) from a 2" iron pipe per CS PB3-1 marking the Center South Sixteenth (CS1/16) corner of said Section 21; Thence along said railroad right-of-way North 74°04'45" West 31.26 feet (survey); Thence leaving said railroad right-of-way South 00°25'39" East 253.04 feet (survey) along a line that is a 30 foot offset and parallel to the easterly boundary that property described above per said Deed #90-11-0535; Thence along the following surveyed boundary:
South 29°01'32" East 141.59 feet;
South 05°23'29" West 135.78 feet;
South 58°50'04" West 451.95 feet;
South 68°04'07" West 191.64 feet;
North 87°36'14" West 385.62 feet;
North 69°12'34" West 168.76 feet;
North 65°27'27" West 62.88 feet;
North 26°52'52" West 71.75 feet;
North 70°26'19" West 76.93 feet;
North 55°47'26" West 128.29 feet;
North 53°42'37" West 115.46 feet;
Thence North 33°46'24" West 125 feet, more or less, to a point on North line of that property described per said Deed Instrument 90-11-0535 in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of said Section 21, said point bearing South 79°16'18" West 680 feet, more or less, from said Center South Sixteenth (CS1/16) corner of Section 21;
Thence West (Deed) along said north line 171 feet, more or less, to a 5/8" iron rod;
Thence North 29°00'00" West for a distance of 135.00 feet (deed), more or less, to the North line of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of said Section 21;
Thence West 388 feet, more or less along said North line to the centerline of drainage ditch;

Thence along said drainage ditch centerline as follows:

South 67°03'59" West 74.81 feet;

South 83°09'59" West 216.44 feet;

South 89°10'04" West 230.69 feet;

North 89°28'11" West 325.33 feet;

South 38°10'23" West 157.14 feet;

South 83°00'57" West 316.34 feet;

South 74°04'52" West 82.65 feet;

South 69°21'09" West 32.37 feet;

South 37°45'20" West 88.03 feet;

Thence leaving said drainage centerline South 01°20'34" West 897.47 feet to the centerline of a drainage ditch and the true point of beginning.

All bearings based upon CS 24B78, Records of the Coos County Surveyor

TOGETHER WITH an access easement set forth in Warranty Deed from Ellen Jorgensen to Raymond C. Wheeler, et ux, recorded November 15, 1990, Document #90-11-0535, which provides ingress and egress to the conveyed property, from North Bank Road, over and across an existing road, described as follows:

Beginning at the most Southerly corner of the property conveyed to Russell B. Rydlund, et ux, in Book 225, Page 647, Deed Records of Coos County, Oregon, said point being on the North boundary of the Southern Pacific Railroad and bears South 39° 51' East 174.4 feet from the intersection of said railroad boundary with the West boundary of the NW quarter of the SE quarter of Section 21, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence North 41° 49' East 214.7 feet to a point on the right of way line of the State Highway; thence Southeasterly along said State Highway boundary to the intersection of the North boundary of said Southern Pacific Railroad; thence Westerly along said railroad to the point of beginning.

ALSO that certain parcel conveyed from Ellen Jorgensen to Raymond C. Wheeler and Judy A. Wheeler by Warranty Deed recorded September 29, 1994, Document #94-09-1070, described as follows:

The East Half (1/2) of the Southeast Quarter (SE1/4) of Section 21, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, lying Westerly of Highway 42 and the Southern Pacific Railroad.

EXCEPT that portion conveyed to Michael Gardner and Tim Bones by instrument recorded December 31, 1991 bearing Microfilm Reel No. 91-12-1241, Records of Coos County, Oregon.

TOGETHER WITH an access easement reserved by Grantor in Warranty Deed from Ellen Jorgensen to Michael F. Gardner and Tim Bones, recorded December 31, 1991, Document #91-12-1241, which provides ingress and egress over presently existing roads. **EXCEPTING THEREFROM** that portion of the presently existing road lying within the Right of Way of Southern Pacific Railroad.

EXHIBIT B

Easement Property

An Easement 30 feet in width, which is 15 feet on each side of the following described centerline. Beginning on the South boundary of the old Southern Pacific Railroad right-of-way and the North line of that property described in Warranty Deed 90-11-0535, Deed Records of Coos County, Oregon, at a point that bears North $38^{\circ}56'19''$ East 509.35 feet from a 2" iron pipe per CS PB3-1 marking the Center South Sixteenth (CS1/16) corner of said Section 21, Township 27 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, thence along the centerline of the herein described easement, also being the centerline of an existing gravel road as follows:

South $02^{\circ}55'58''$ East 84.86 feet;

South $28^{\circ}48'46''$ East 44.07 feet;

South $60^{\circ}56'42''$ East 35.11 feet;

North $89^{\circ}58'04''$ East 285.62 feet;

South $84^{\circ}47'52''$ East 105.22 feet;

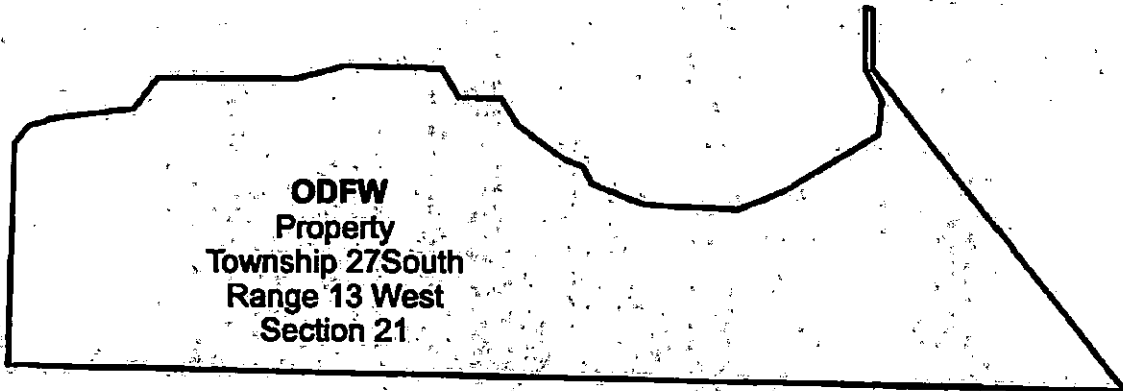
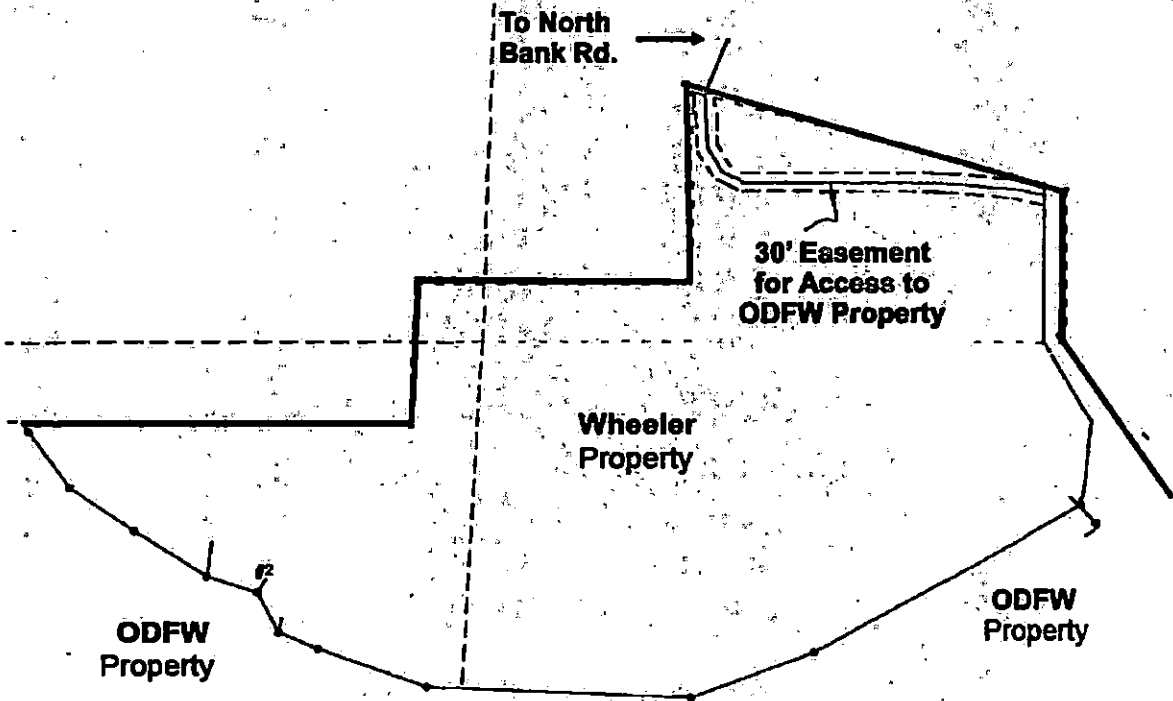
Thence South $78^{\circ}21'58''$ East 77.35 feet to the East line of that property described per said Deed Instrument 90-11-0535 at a point that bears North $74^{\circ}40'53''$ East 873.59 feet from the Center South Sixteenth (CS1/16) section corner of Section 21 and the end of the easement centerline.

All bearings based upon CS 24B78, Records of the Coos County Surveyor.

EXHIBIT B-1

Easement Location

The Northwest Quarter, of the Southeast Quarter,
Section 21, Township 27 South, Range 13 West,
Of the Willamette Meridian, Coos County, Oregon



COOS COUNTY, OREGON
TERRI TULL, CO. CLERK

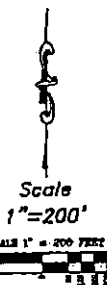
REC 246.00

11/26/2001 #2001-14299
01:29:14PM 1 OF 2

FINAL PARTITION PLAT

LOCATED IN THE SE1/4 OF
SECTION 21, T.27S., R.13W., W.M.,
COOS COUNTY, OREGON

P 2001#13
CAB C-390



OWNERS
MR. GARDNER & TIM BONES
RT 1, BOX 413 COURLE, OR 97423

SUBJECT PROPERTY
T.27S., R.13W., S.21E.
AREA = 12.38 AC. ±

DEED REFERENCES
MP# 81-12-1241

ZONING
INDUSTRIAL/RX-2

PROPOSED USE
INDUSTRIAL

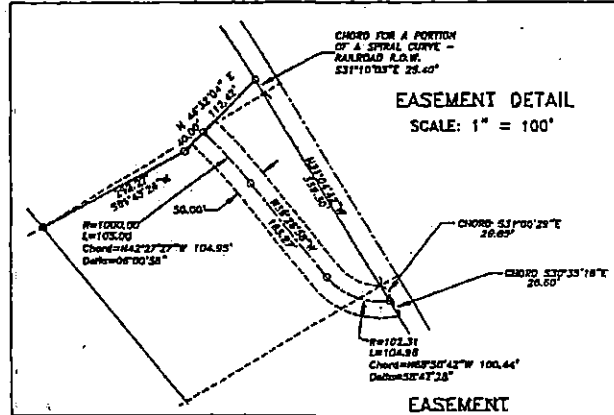
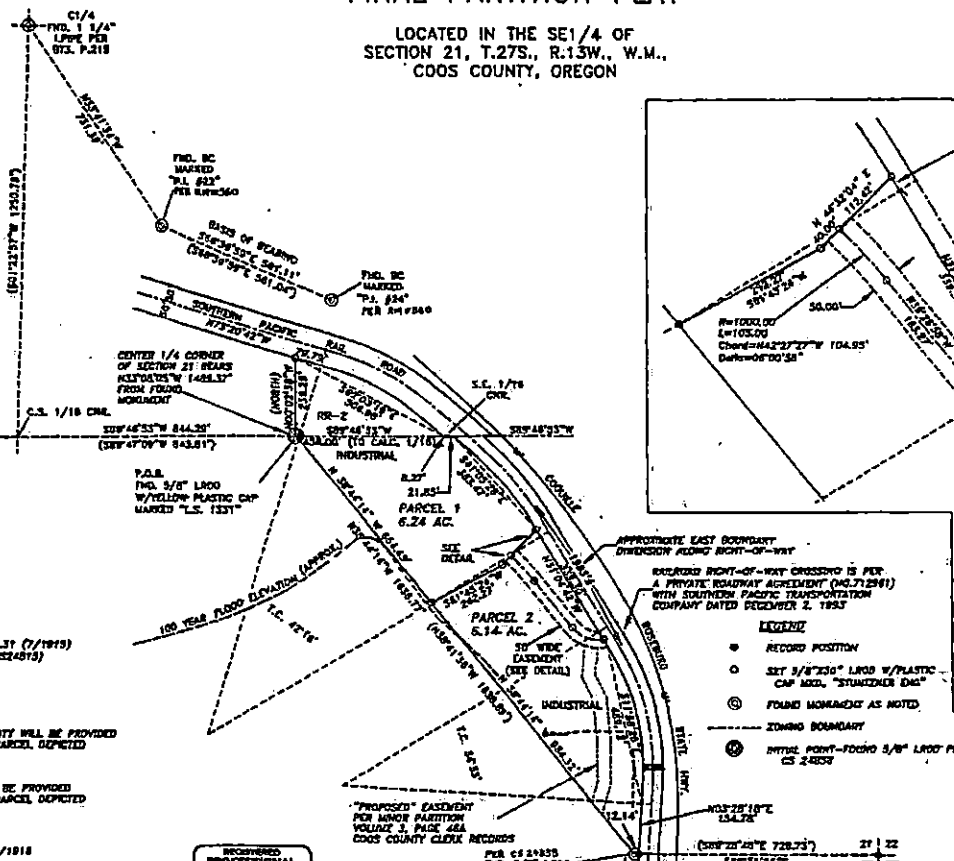
REFERENCE SURVEYS
CREATED DISTANCE 1/1842
ROAD MAP #340 TORREX 11/1843
CS 244131 LUCHMAN 11/1843
RAILROAD R.O.M. PER DEED REC.72, P.31 (7/1819)
STX.P.275 JELLETANGE 3/8/1954 (CS24513)

BASES OF BEARINGS
PER ROAD MAP #310,
TORREX, NOV. 1923

SEWAGE DISPOSAL
NO DOMESTIC SEWAGE DISPOSAL FACILITY WILL BE PROVIDED
TO THE PURCHASER OF ANY LOT OR PARCEL DEPICTED
IN THE PROPOSED LAND DIVISION.

WATER SUPPLY
NO DOMESTIC WATER SUPPLY FACILITY BE PROVIDED
TO THE PURCHASER OF ANY LOT OR PARCEL DEPICTED
IN THE PROPOSED LAND DIVISION.

EASEMENTS
BL.73, PG.455 OREGON PWR. CO. 7/1/1918
BL.106, PG.809 MOUNTAIN STATES PWR. CO. 9/7/1922
BL.143 PUGET EDWIN O. TORRAN, ET UX AND JENK
JORDENSE, ET UX 7/14/1842 (BLANKET)
MP#77-3-0203 PPAL 2/9/1977
MP#81-3-4820 PPAL 4/3/1981
MP#81-3-4378 PPAL 6/17/1981
MP#90-02-1471 CLARK WILSON, ET UX 3/22/1990
(BLANKET)
MP#94-12-0145 PPAL 12/8/1994



EASEMENT
SCALE: 1" = 100'

PURPOSE: PRIVATE PERPETUAL NON-OCCLUSIVE EASEMENT FOR ACCESS AND EGRESS AND INSTALLATION AND MAINTENANCE OF UTILITIES AND ROADWAY.

THE COST OF MAINTAINING THE EASEMENT OR REPAIR SHALL BE SHARED BY EACH HOLDER OF AN INTEREST IN THE EASEMENT IN PROPORTION TO THE USE MADE OF THE EASEMENT BY EACH HOLDER OF AN INTEREST IN THE EASEMENT. THOSE HOLDERS OF AN INTEREST IN THE EASEMENT WHO ARE RESPONSIBLE FOR DAMAGE TO THE EASEMENT BECAUSE OF NEGLIGENCE OR ABANDON USE SHALL REPAIR THE DAMAGE AT THEIR SOLE EXPENSE (DEED REC.177)

APPROXIMATE EAST BOUNDARY DIMENSION ALONG RIGHT-OF-WAY

ORDERED RIGHT-OF-WAY CROSSING IS PER A PRIVATE ROADWAY AGREEMENT (NO.712891) WITH SOUTHERN PACIFIC TRANSPORTATION COMPANY DATED DECEMBER 2, 1933

LEGEND

- RECORD POSITION
- SET 3/8"X30" LIND W/PLASTIC CAP MOD. "STANTZNER D&F"
- ⊙ FOUND MONUMENT AS NOTED
- ⊖ ZONING BOUNDARY
- ⊕ INITIAL POINT-FDGO 3/8" LIND PER CS 24253

MAINTAINING THE PURPOSE OF THIS SURVEY IS TO MAINTAIN THE PARTITION OF THE SUBJECT PARCEL. THE BOUNDARY RIGHT OF WAY WAS LOCATED BY OVERLAYING RECORD RIGHT-OF-WAY INFORMATION OVER PHYSICAL TIES TO THE EXISTING TRENCH DEED ANGLES WERE HELD FOR MONUMENTS SET ON THE BOUNDARY RIGHT-OF-WAY WHERE DEED DISTANCES WERE APPROPRIATE.

REGISTERED
PROFESSIONAL
LAND SURVEYOR
M. J. Stutzner
Oregon
No. 1186
J. Stutzner
DPOES 6/20/2002

Stutzner Engineering & Forestry, L.L.C.

ENGINEERING • LAND SURVEYING • FORESTRY
PLANNING • WATER RIGHTS

705 South Hill Pl.
P.O. Box 118
Coos Bay, Oregon 97423 Phone (541) 837-1373
Fax (541) 837-6628

Project No. 0017 HUNTY Date: 6/20/01
Drawn By: DAVID FOSTER Project No. 00-7119
Checked By: []
Date: []
Scale: []
Title: []

RECORDATION REQUESTED BY:

Oregon Pacific Bank
MAIN OFFICE
1355 Highway 101
P.O. Box 22000
Florence, OR 97439

WHEN RECORDED MAIL TO:

Oregon Pacific Bank
MAIN OFFICE
1355 Highway 101
P.O. Box 22000
Florence, OR 97439

SEND TAX NOTICES TO:

Oregon Pacific Bank
MAIN OFFICE
1355 Highway 101
P.O. Box 22000
Florence, OR 97439

47-93313

AFTER RECORDING
RETURN TO

Ticor Title Insurance
300 West Anderson Ave - Box 1075
Coos Bay, OR 97420-0233

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

LINE OF CREDIT INSTRUMENT

LINE OF CREDIT DEED OF TRUST. (A) This Deed of Trust is a LINE OF CREDIT INSTRUMENT. (B) The maximum principal amount to be advanced pursuant to the Note is \$150,000.00. (C) The term of the Note commences on the date of this Deed of Trust and ends on October 10, 2008.

THIS DEED OF TRUST is dated October 5, 2007, among MICHAEL F. GARDNER, an estate in fee simple ("Grantor"); Oregon Pacific Bank, whose address is MAIN OFFICE, 1355 Highway 101, P.O. Box 22000, Florence, OR 97439 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and TICOR TITLE, whose address is 300 W ANDERSON AVENUE, COOS BAY, OR 97420 (referred to below as "Trustee").

Conveyance and Grant. For valuable consideration, represented in the Note dated October 5, 2007, in the original principal amount of \$150,000.00, from Borrower to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in COOS County, State of Oregon:

Parcel 1, Partition Plat 2001 #13, filed and recorded November 28, 2001, in CAB C/340, bearing Instrument No. 2001-14230, Records of Coos County, Oregon.

The Real Property or its address is commonly known as 98830 HIGHWAY 42, COQUILLE, OR 97423. The Real Property tax identification number is 7129.01, 7129.12, 7129.91.

Revolving Line of Credit. This Deed of Trust secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Note.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

Grantor's Representations and Warranties. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

Grantor's Waivers. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

Payment and Performance. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

Possession and Maintenance of the Property. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property; (b) use, operate or manage the Property; and (c) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. 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 OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any breach or violation of any Environmental Laws, (ii) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (iii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such

DEED OF TRUST
(Continued)

Loan No: 7105018

Page 2

inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (b) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Due on Sale - Consent By Lender. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract; or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

Taxes and Liens. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

Property Damage Insurance. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d)

**DEED OF TRUST
(Continued)**

Loan No: 7105018

Page 3

the property insured, the then current replacement value of such property, and the manner of determining that value; and (a) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

Lender's Expenditures. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (1) be payable on demand; (2) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (a) the term of any applicable insurance policy; or (b) the remaining term of the Note; or (3) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

Warranty; Defense of Title. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full.

Condemnation. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

Imposition of Taxes, Fees and Charges By Governmental Authorities. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either, (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

Security Agreement; Financing Statements. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

Further Assurances; Attorney-in-Fact. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

Full Performance. If Borrower and Grantor pay all the indebtedness when due, and Grantor otherwise performs all the obligations imposed

DEED OF TRUST
(Continued)

Loan No: 7105018

Page 4

upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

Events of Default. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Borrower's or any Grantor's ability to repay the Indebtedness or perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any Indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Rights and Remedies on Default. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be

DEED OF TRUST
(Continued)

Loan No: 7105018

Page 5

entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

Powers and Obligations of Trustee. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement effecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of COOS County, State of Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Notices. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Miscellaneous Provisions. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Arbitration. Borrower and Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Deed of Trust or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; foreclosing by notice and sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Deed of Trust shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

COOS COUNTY CLERK, OREGON TOTAL \$56.00
TERRI L. TURI, CCC, COUNTY CLERK

10/09/2007 #2007-13160
03:03PM 5 OF 7

DEED OF TRUST
(Continued)

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all indebtedness secured by this Deed of Trust.

Commercial Deed of Trust. Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not change the use of the Property without Lender's prior written consent.

Definitions. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Oregon Pacific Bank, and its successors and assigns.

Borrower. The word "Borrower" means WINTER LAKE LUMBER COMPANY, INC. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Line of Credit Instrument among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto or intended to protect human health or the environment.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means MICHAEL F GARDNER.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum, including crude oil and any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Oregon Pacific Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated October 5, 2007, in the original principal amount of \$150,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is October 10, 2008.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means TICOR TITLE, whose address is 300 W ANDERSON AVENUE, COOS BAY, OR 97420 and any substitute or successor trustee.

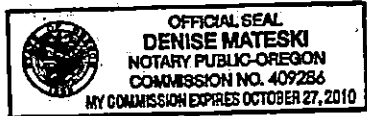
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x [Signature]
MICHAEL F GARDNER

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Coos)



On this day before me, the undersigned Notary Public, personally appeared MICHAEL F GARDNER, to me known to be the Individual described in and who executed the Deed of Trust, and acknowledged that he or she signed the Deed of Trust as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 5th day of Oct, 2007.
By [Signature] Residing at Coos Bay
Notary Public in and for the State of Oregon My commission expires 10-27-10

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary: _____

By: _____

Its: _____

USPS PSN Leading, Via. S.S.E. 10/01/07. Copy. National Payment Solutions, Inc. 1977, 2007. All Rights Reserved. -OR LACRPLM001AC 10-2007 98-1



After Recording Return To:
Ticor Title
300 W. Anderson Ave.
P.O. Box 1075
Coos Bay OR 97420

AFTER RECORDING
RETURN TO:
Ticor Title Insurance
300 West Anderson Ave - Box 1075
Coos Bay, OR 97420-0233

Send Tax Statements To:
Firstland Investment Company, Inc.
300 Westside Road
Camas Valley OR 97416

Title-Order No. 47-93224
Escrow No. 47-93224
Tax Account No. 39586.00 Code:
9.00

PERSONAL REPRESENTATIVE'S DEED

Lori D. Peck, Personal Representative for the Estate of KENNETH I. CARL, deceased,
Grantor, conveys to Firstland Investment Company, Inc., Grantee, the following described
real property:

See Exhibit 'A' attached hereto and by reference made a part hereof.

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 OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

The true consideration for this conveyance is \$55,000.00.

Dated this 20th day of Sept, 2007.

CARL ESTATE

Lori D. Peck Per Rep
By: Lori D. Peck, Personal Representative

State of OR, County of Coos)ss.

This instrument was acknowledged before me on Sept 20, 2007
by Lori D. Peck, as Personal Representative, of Carl Estate.

Denise Mateski
Notary Public

My commission expires: 10-27-10

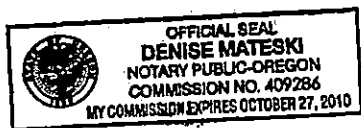


EXHIBIT 'A'

Legal Description:

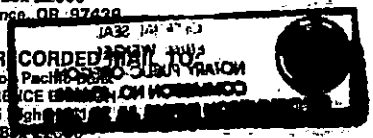
Lots 19 and 20, Block 30, East Marshfield, Coos County, Oregon.

RECORDATION REQUESTED BY:

Oregon Pacific Bank
FLORENCE BRANCH
1355 Highway 101
P.O. Box 22000
Florence, OR 97439

WHEN RECORDED

Oregon Pacific Bank
FLORENCE BRANCH
1355 Highway 101
P.O. Box 22000
Florence, OR 97439



Recorded by Titor Title Insurance Company as an accommodation only. No liability is accepted for the condition of this or for the validity, sufficiency, or effect of this document

17-95650
AFTER RECORDING
RETURN TO
Titor Title Insurance
300 West Anderson Ave - Box 1076
Coos Bay, OR 97420-0233

SEND TAX NOTICES TO:

Oregon Pacific Bank
FLORENCE BRANCH
1355 Highway 101
P.O. Box 22000
Florence, OR 97439

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 6, 2009, is made and executed between MICHAEL F GARDNER, an estate in fee simple ("Grantor") and Oregon Pacific Bank, whose address is FLORENCE BRANCH, 1355 Highway 101, P.O. Box 22000, Florence, OR 97439 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 5, 2007 (the "Deed of Trust") which has been recorded in COOS County, State of Oregon, as follows:

RECORDED OCTOBER 9, 2007 WITH RECEPTION NUMBER 2007-13160.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in COOS County, State of Oregon:

Parcel 1, Partition Plat 2001 #13, filed and recorded November 28, 2001, in CAB C/340, bearing Instrument No. 2001-14230, Records of Coos County, Oregon.

The Real Property or its address is commonly known as: 96830 HIGHWAY 42, COQUILLE, OR 97423. The Real Property tax Identification number is 7129.01, 7129.12, 7129.91.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

EXTEND MATURITY DATE TO JANUARY 10, 2029.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

TRUSTEE NAME. The Trustee is Titor Title, whose address is 300 W Anderson Avenue, Coos Bay, Oregon.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED FEBRUARY 6, 2009.

GRANTOR:

x [Signature]
MICHAEL F GARDNER

LENDER:

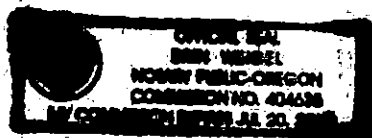
OREGON PACIFIC BANK

x [Signature]
Deena Monott
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Coos

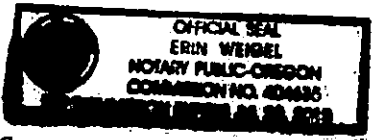


On this day before me, the undersigned Notary Public, personally appeared MICHAEL F GARDNER, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of February, 2009.
By [Signature] Residing at Coos Bay, Oregon
Notary Public in and for the State of Oregon My commission expires 7-20-2010

LENDER ACKNOWLEDGMENT

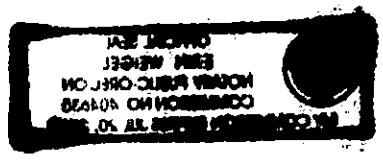
STATE OF Oregon)
) SS
COUNTY OF Coos)



On this 10th day of February, 2009, before me, the undersigned Notary Public, personally appeared Deann Gisholt and known to me to be the Authorized Officer, authorized agent for Oregon Pacific Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Oregon Pacific Bank, duly authorized by Oregon Pacific Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Oregon Pacific Bank.

By Erin Weibel Residing at Coos Bay, Oregon
Notary Public in and for the State of Oregon My commission expires 7-20-2010

LASER PRO Lending, Ver. 5.42.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2009. All Rights Reserved. - OR L:\CFILPLIG202.FC TR-7641 PR-1

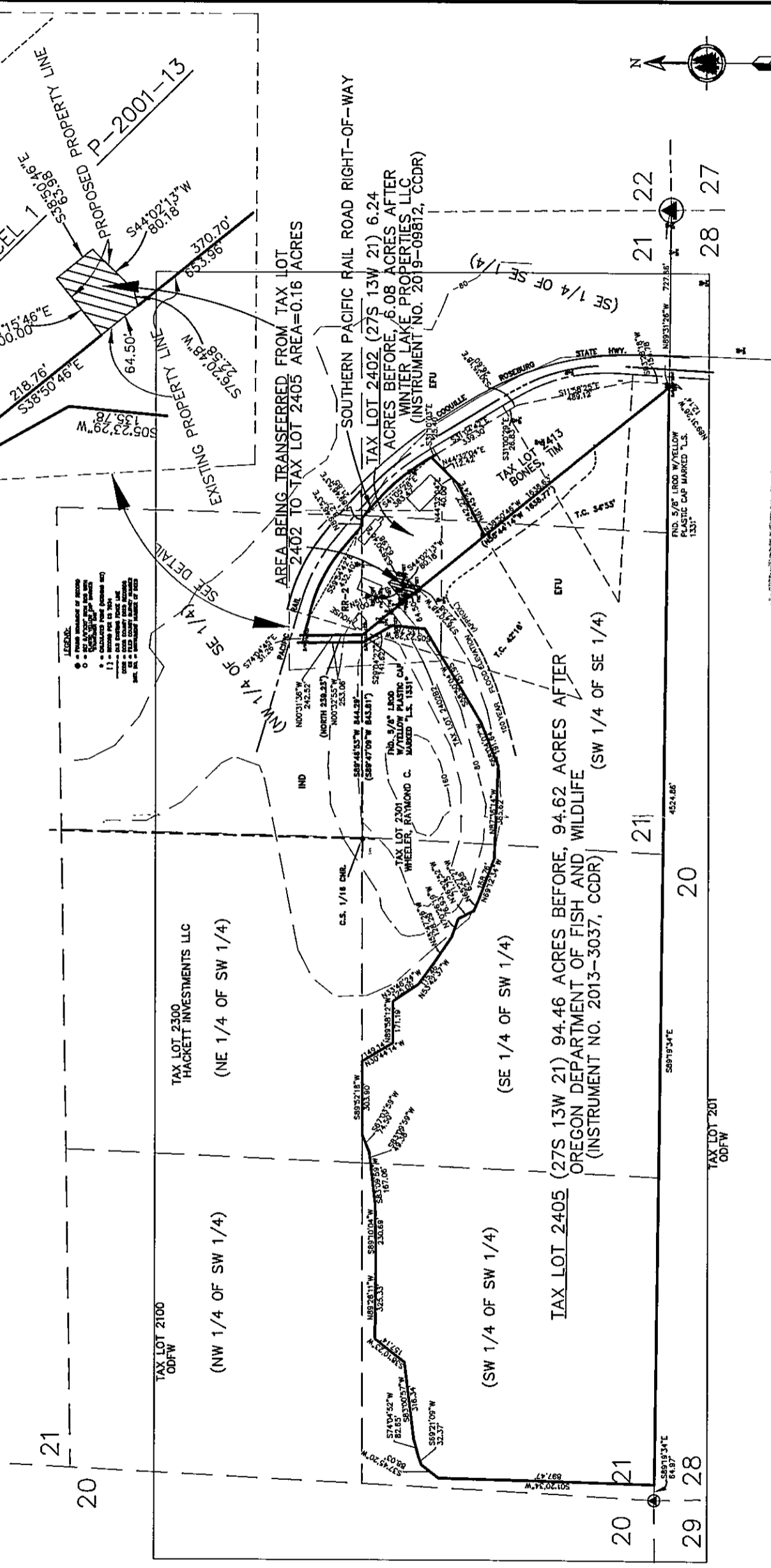


MAP OF SURVEY FOR A: PROPOSED PROPERTY LINE ADJUSTMENT LOCATED IN:

SE 1/4 OF THE SW 1/4, OF SECTION 21,
TOWNSHIP 27 SOUTH, RANGE 13 WEST,
WILLAMETTE MERIDIAN, COOS COUNTY, OR.

SURVEY FOR:
OREGON DEPARTMENT OF FISH AND WILDLIFE
C/O KAREN TOFTE, REALTY SPECIALIST
4034 FAIRVIEW INDUSTRIAL DRIVE SE,
SALEM, OR. 97302

SURVEY PREPARED BY:
DOUGLAS C. MCMAHAN, PLS OF
STUNTZNER ENG. & FORESTRY
P.O. BOX 118
COOS BAY, OREGON 97420



REGISTERED
**PROFESSIONAL
LAND SURVEYOR**
Douglas C. McMahon
OREGON
DOUGLAS C. MCMAHAN
No. 1213

NOTE: THE AREA OF TAX LOT 2405 IS SHOWN ON COUNTY MAP AS
109.14 ACRES, THE ACTUAL SURVEY OF THIS TAX LOT ONLY INCLUDES
94.46 ACRES.

Stuntzner
Engineering
& Forestry, LLC
705 S. 4TH ST.
P.O. BOX 118
COOS BAY, OREGON 97420
www.stuntzner.com
Engineering • Land Surveying • Forestry • Land Planning • Water Rights

PREPARED FOR:
ODFW
4034 FAIRVIEW INDUSTRIAL DRIVE SE
SALEM, OREGON 97302

DATE: NOV 3, 2023
DRAWN BY: DCM
CHECKED BY: ASM
FILE NAME: 1213-ORFW-PLATENTATIVE.dwg
SHEET 1 OF 1

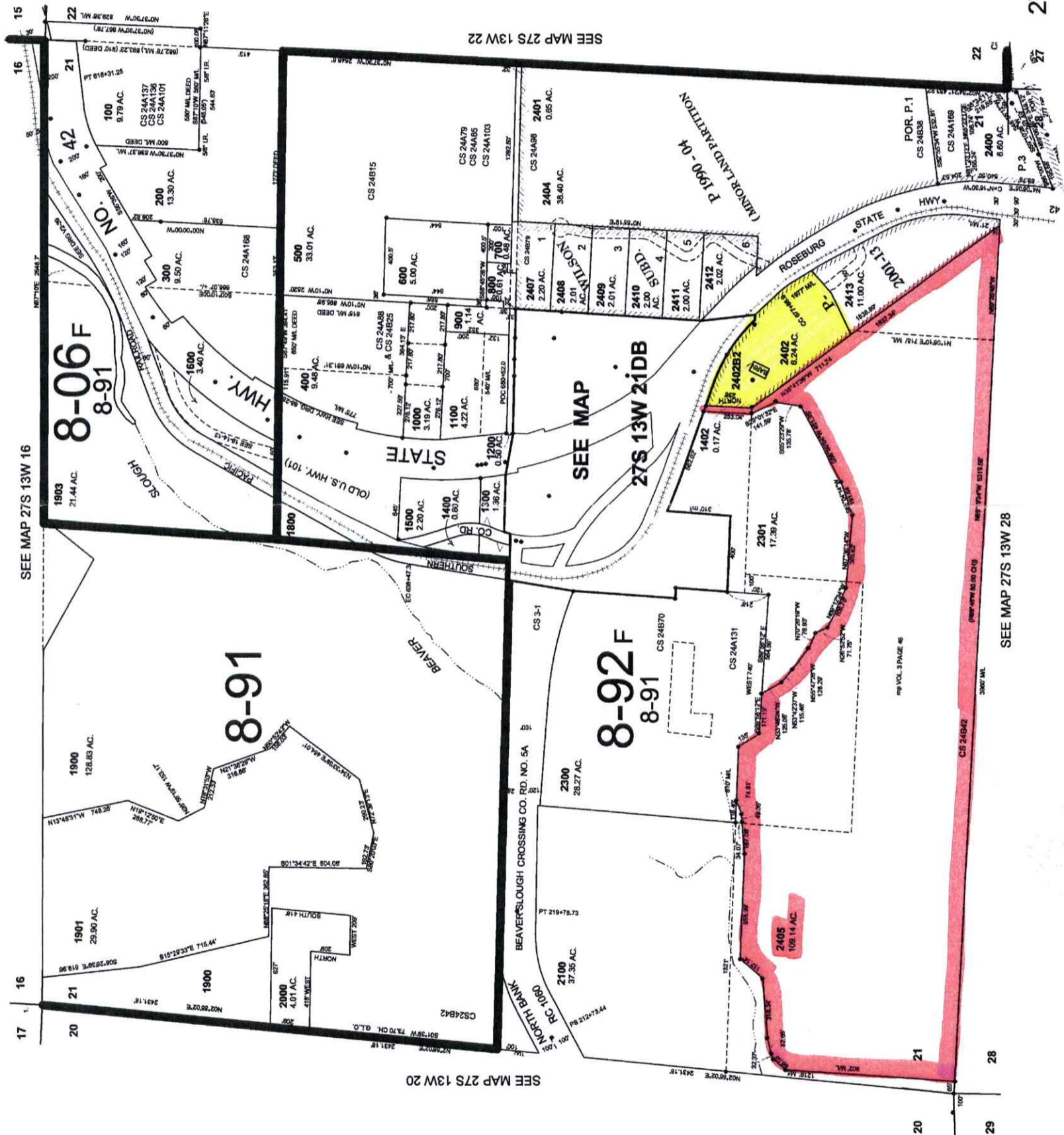
RENEWS 12/31/24

Before PLA

SECTION 21 T27S R13W W.M.
COOS COUNTY

27S 13W 21
& INDEX

1" = 400'



- CANCELLED NO.
- 1700
 - 1700M1
 - 2200A1
 - 2200
 - 2400M1
 - 2300A1
 - 2400B1
 - 1001
 - 1101
 - 2403
 - 2402A3
 - 2302
 - 1902
 - 2101
 - 2414
 - 2303
 - 201
 - 2415
 - 2406
 - 1403
 - 2416
 - 2304
 - 2417
 - 801

09-04-2018

27S 13W 21
& INDEX

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

SEE MAP 27S 13W 16

SEE MAP 27S 13W 20

SEE MAP 27S 13W 22

SEE MAP 27S 13W 28

SEE MAP

8-92F
8-91

8-06F
8-91

8-91

27S 13W 21DB

17 16 20 21

16 15 22

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

17 16 20 21

20 21 28 29

22 27

16 15 22

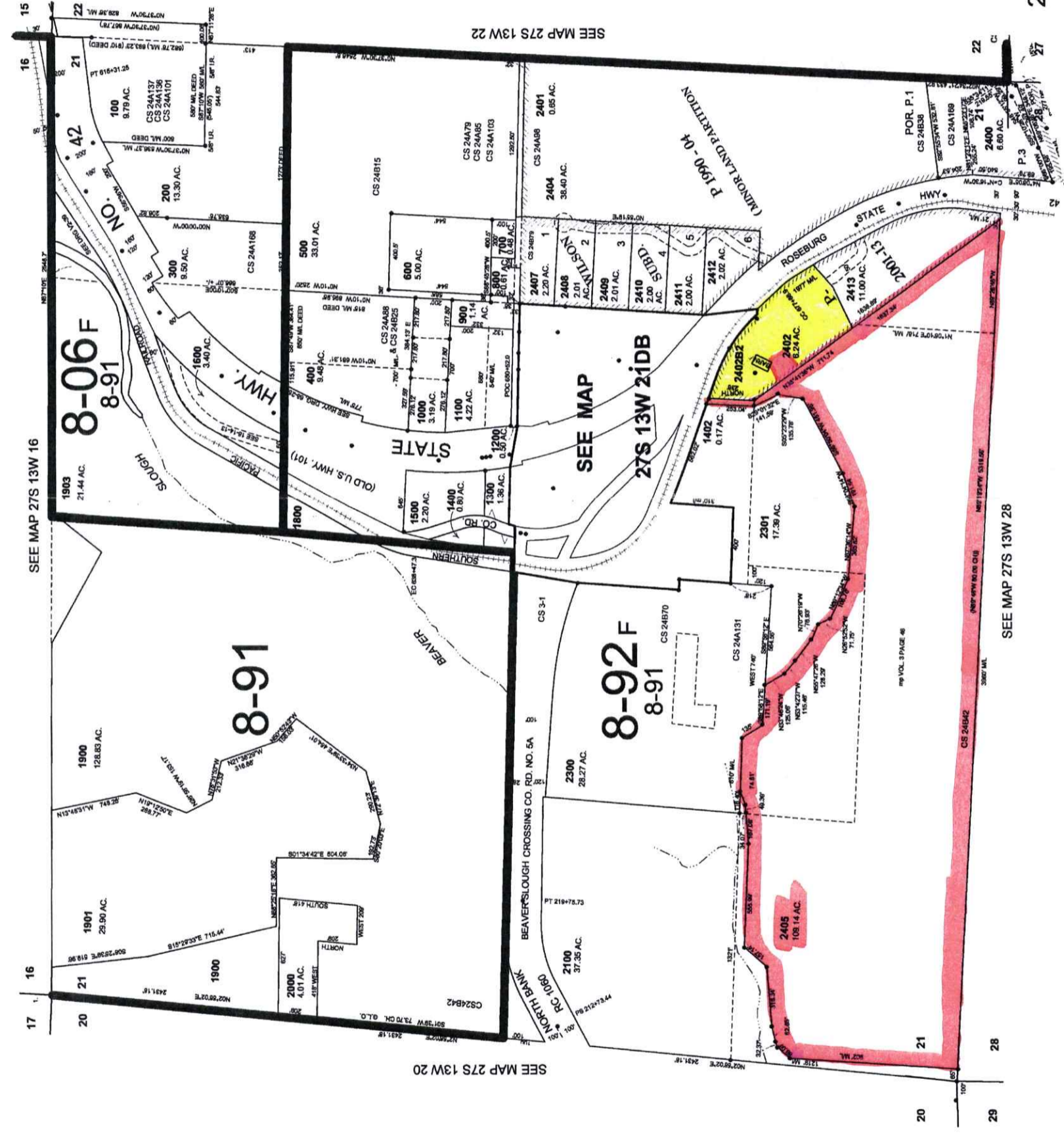
17 16 20 21

After PLA

SECTION 21 T27S R13W W.M.
COOS COUNTY

1" = 400'

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY



27S 13W 21
& INDEX

CANCELLED NO.

- 1700
- 1700M1
- 2200A1
- 2200
- 2400M1
- 2300A1
- 2400B1
- 1001
- 1101
- 2403
- 2402A3
- 2302
- 1902
- 2101
- 2414
- 2303
- 201
- 2415
- 2406
- 1403
- 2416
- 2304
- 2417
- 801

09-04-2018

27S 13W 21
& INDEX

MAP OF SURVEY

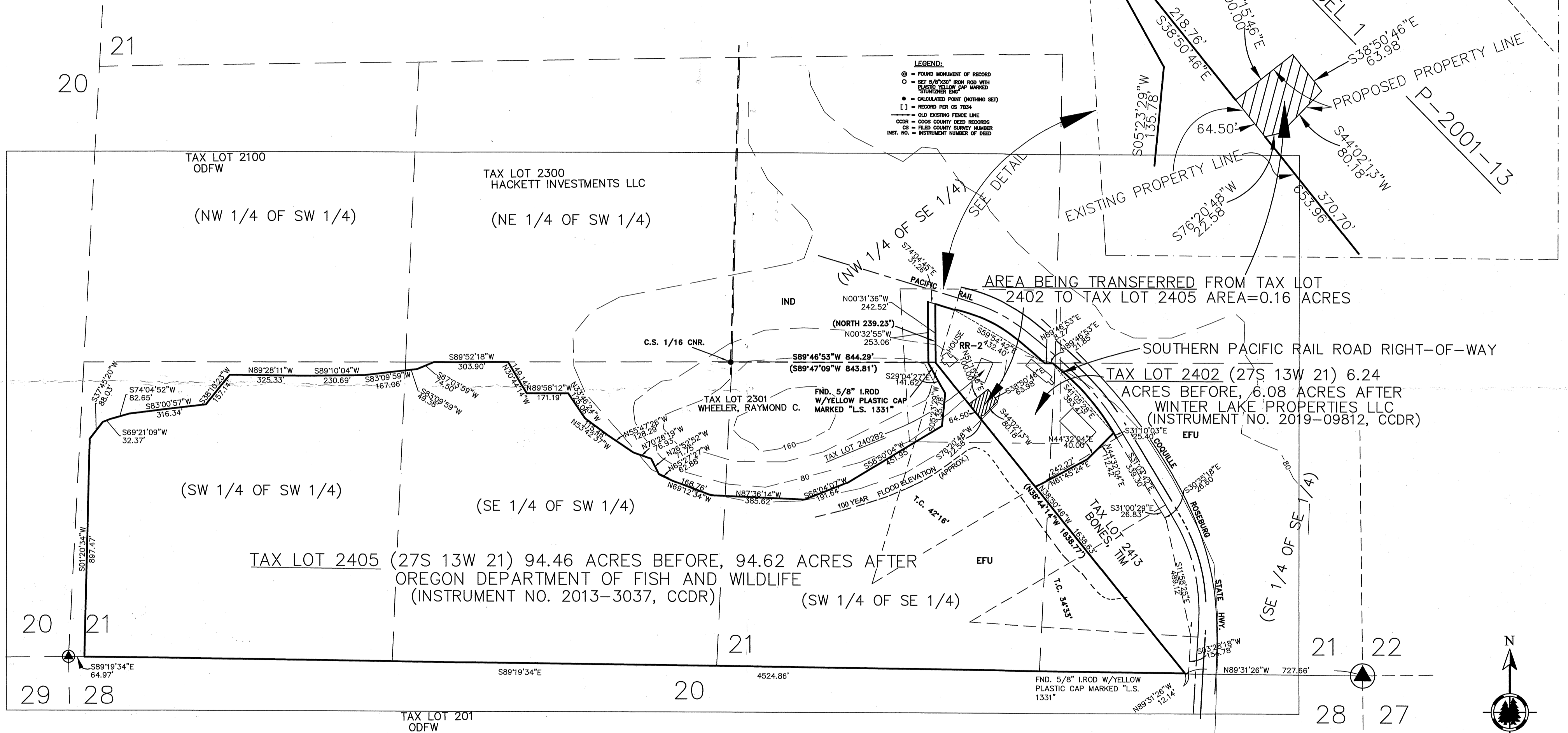
FOR A: PROPOSED PROPERTY LINE ADJUSTMENT LOCATED IN:

SE 1/4 OF THE SW 1/4, OF SECTION 21,
TOWNSHIP 27 SOUTH, RANGE 13 WEST,
WILLAMETTE MERIDIAN, COOS COUNTY, OR.

SURVEY FOR:
OREGON DEPARTMENT OF FISH AND WILDLIFE
C/O KAREN TOFTE, REALTY SPECIALIST
4034 FAIRVIEW INDUSTRIAL DRIVE SE,
SALEM, OR. 97302

SURVEY PREPARED BY:
DOUGLAS C. MCMAHAN, PLS OF
STUNTZNER ENG. & FORESTRY
P.O. BOX 118
COOS BAY, OREGON 97420

"DETAIL"
SCALE: 1"=100'



NOTE: THE AREA OF TAX LOT 2405 IS SHOWN ON COUNTY MAP AS 109.14 ACRES, THE ACTUAL SURVEY OF THIS TAX LOT ONLY INCLUDES 94.46 ACRES.

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Douglas C. McMahon
OREGON
RENEWS 12/31/24

Stuntzner Engineering & Forestry, LLC
 705 S. 4TH ST.
 P.O. BOX 118
 COOS BAY, OREGON 97420
 PHONE: (541) 267-2872
 FAX: (541) 267-0588
 www.stuntzner.com
 Engineering - Land Surveying - Forestry - Land Planning - Water Rights

JOB #: 121-3-134
 DATE: NOV. 3, 2023
 DRAWN BY: DCM
 CHECKED BY: ASM

PREPARED FOR:
 ODFW
 4034 FAIRVIEW INDUSTRIAL DRIVE SE
 SALEM, OREGON 97302

FILE NAME: 121-134 ODFW PLA TENTATIVE.dwg
 SHEET 1 OF 1