Introduction

The property line adjustment application is to review changes in property lines when no new lots are being created. For example, property lines may be changed to account for the location of fences, driveways, gardens and buildings. A property owner may discover that a fence is located on a neighbor's property. As a solution, the property owners may agree to relocate their property lines. A property line adjustment review is needed to make sure the change is consistent with zoning standards.

In addition to filling out the application form, the applicant needs to draw a plot plan. The plot plan will show the property lines and dimensions, and the location of all buildings, wells, septic tanks and drainfield for the parcels which are being adjusted.

The applicants need to submit the application to the Planning Department. Once the application and plot plan are accepted, staff will review the proposal.

A single adjustment of one line between two abutting properties will be approved as a ministerial act.

Multiple adjustments between more than two abutting properties will be processed as a land use decision and may be approved as a single application on condition that each adjustment is completed prior to the next, in accordance with ORS Chapter 92.

Approval will become final after the applicant(s) complies with the approval criteria including completion of surveys when required and recording of the property line adjustment deed(s). These must be completed within one year of the approval.

This information is provided as a courtesy and is not intended to replace the provisions of Article 6.3.

If you have any questions about this application, please feel free to contact this office at 541-396-7770 or visit us at 225 North Adams Street in Owen Building in Coquille, Oregon.

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1 ministerial decisions are not land use decisions as described in ORS 197.015 and are not subject to appeal as land use decisions

Updated 7/14
Please place a check mark on the appropriate type of review that has been requested. An incomplete application will not be processed. Applicant is responsible for completing the form. Attach additional sheets to answer questions if needed.

A. Applicant/Owner:
Name: Shane Johnson
Address: 94443 Boone Creek Ln
City: Coos Bay
State: OR
Zip Code: 97420
Telephone: 541-404-0248

B. Applicant/Owner:
Name:
Address:
City:
State:
Zip Code:
Telephone:

C. Property Descriptions:

Property #1
Township 24 Range 12 Section 31A Tax Lot 101
Tax Account 495808Lot Size 4.14 Zoning District Farm

Property #2
Township 24 Range 12 Section 31A Tax Lot 104
Tax Account 495810 Lot Size 22.23 Zoning District Forest

D.: Criteria from Article 6.3

ARTICLE 6.3 PROPERTY LINE ADJUSTMENTS
SECTION 6.3.100 PROPERTY LINE ADJUSTMENTS:
As set forth in ORS 92.190(3), the common boundary line between lots or parcels may be adjusted in accordance with this section without the replatting procedures in ORS 92.180 and 92.185 or the vacation procedures in ORS Ch. 368. Once a lot or parcel line has been adjusted, the adjusted line shall be the boundary or property line, not the original line. The Director has authority to approve a line adjustment as a Ministerial Action.

SECTION 6.3.125 PROCEDURE:
1. An application for a line adjustment or elimination shall be filed by the owners of all lots or parcels affected. The application shall be accompanied by an appropriate fee and contain the following information:
   a. Reason for the line adjustment;
   b. Vicinity map locating the proposed line adjustment or elimination in relation to adjacent subdivisions, partitions, other units of land and roadways;
   c. A plot plan showing the existing boundary lines of the lots or parcels affected by the line adjustment and the approximate location for the proposed adjustment line. The plot plan shall also show the approximate location of all structures within ten (10) feet of the proposed adjusted line;
   d. A current property report (less than 6 months old) indicating any taxes, assessment or other liens against the property, easements, restrictive covenants and rights-of-way, and ownerships of the property of the proposed development.

Updated 7/14
A title report is acceptable.

2. A line adjustment is permitted only where an additional unit of land is not created and where the lot or parcel reduced in size by the adjustment complies with the requirements of the applicable zone except that a line adjustment for the purpose of exchange or transfer of land between resource land owners shall be allowed so long as:
   a. No parcel is reduced in size contrary to a condition under which it was formed;
   b. The resulting parcel sizes do not change the existing land use pattern (e.g. two conforming parcels must remain conforming; and
   c. Two non-conforming parcels may remain non-conforming; and, two parcels, one conforming and one non-conforming, may remain as such regardless of which parcel is non-conforming after the exchange or transfer).

3. An encroachment of existing or planned structures will not be created within required setbacks as a result of the line adjustment.

4. A line adjustment for a lot or parcel that is less than the minimum lot size before the adjustment and further reduced as a result of the adjustment is permissible provided the applicant submits either:
   a. Proof that, for the lot or parcel reduced in size, sewage disposal is provided by either a publicly owned sewage disposal system, or a privately owned sewage disposal system regulated by the Public Utility Commission of Oregon; or
   b. Written evidence, for the lot or parcel reduced in size, that an on-site septic system that is intended to remain in use after final approval was authorized by an approving authority, or if written evidence is not available, provide a septic system evaluation (prepared by a professional qualified under ORS 700) that certifies the existing system to be properly functioning, and that the existing septic system is either located entirely on the same lot or parcel containing an existing dwelling, or that a proper easement is provided to allow the continued use and maintenance of the system; or
   c. Documentation, for a vacant lot or parcel reduced to less than one (1) acre, that the Department of Environmental Quality has approved the method of sewage disposal. Unless circumstances warrant otherwise (public services), parcels that are greater than one (1) acre shall not be subject to a septic system evaluation in the line adjustment process.

5. In resource lands, a unit of land containing a dwelling, or approved for construction of a dwelling, cannot be adjusted with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling.
   a. A resource unit of land less than 160 acres and containing a (preexisting) dwelling, or approved for construction of a dwelling, cannot be adjusted with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling;
   b. A resource unit of land 160 acres or greater and containing a (preexisting) dwelling, or approved for construction of a dwelling, cannot be adjusted below 160 acres with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling;
   c. A resource unit of land 160 acres or greater and containing a dwelling approved as a 160-acre dwelling, or approved for construction of a 160-acre dwelling, cannot be reduced below 160 acres for the purpose of qualifying the vacant unit for a 160-acre dwelling.

6. Same Designation: A line adjustment shall only be permitted where the sale or transfer of ownership is made between abutting owners of like designated lands, residential lands, commercial lands, industrial lands, and resource lands, unless an existing structure encroaches over an existing property boundary or the boundary line adjustment is required to comply with requirements of the State Department of Environmental Quality for a subsurface sewage system.

Updated 7/14
SECTION 6.3.150 EASEMENTS AND ACCESS:
A line adjustment shall have no affect on existing easements or access. Access shall not be eliminated through a property line adjustment process. If an access is potentially affected then an easement may be created for access to comply with this criterion.

SECTION 6.3.175 MAPPING AND FILING REQUIREMENTS:
1. Map and Monuments Required:
   a. For any resulting lot or parcel ten acres or less, a survey map that complies with ORS 209.250 shall be prepared;
   b. The survey map shall show all structures within ten (10) feet of the adjusted line;
   c. The survey shall establish monuments to mark the adjusted line.
2. Approval and Filing Requirements:
   a. Upon determination that the requirements of this section have been met, the Director shall advise the applicant in writing that the line adjustment is tentatively approved;
   b. Within one year from the date of tentative approval, the applicant shall prepare and submit to the Director any map required by Section 6.2.800(4) and Section 6.2.800(5) if a survey is required. If no map is required, the applicant shall submit proof that the requirements of the tentative approval have been met. The Director shall indicate final approval by endorsement upon the map, if any, or if no map is required the Director shall advise the applicant in writing that final approval has been granted;
   c. Once endorsed by the Director, the map shall then be submitted to the County Surveyor. When the map is filed, the County Surveyor shall indicate the filing information on the map;
   d. A line adjustment shall be effective when the map is filed by the County Surveyor and an instrument (e.g. deed or covenant) is recorded with the County Clerk. If no map is required, then the line adjustment shall be effective when final approval is granted by the Director and an instrument is recorded with the County Clerk;
   e. If a survey is required, the Deed shall be recorded and the Survey Map shall be filed simultaneously. The survey map, with the signature of the Coos County Planning Director shall be submitted to the County Surveyor along with the required filing fee. The survey map will be given a filing number which will be added to the Property Line Adjustment deed. The deed will then be recorded whereupon the recording number for said deed will be added to the face of the survey map. Said map will then be filed with the County Surveyor, completing the process.

E. Authorization:
All areas must be initialed by all applicant(s) prior to the Planning Department accepting any application.

I hereby attest that I am authorized to make the application for a conditional use and the statements within this application are true and correct to the best of my knowledge and belief. I affirm that this is a legally created tract, lot or parcel of land. I understand that I have the right to an attorney for verification as to the creation of the subject property. I understand that any action authorized by Coos County may be revoked if it is determined that the action was issued based upon false statements or misrepresentation.

Updated 7/14
ORS 215.416 Permit application; fees; consolidated procedures; hearings; notice; approval criteria; decision without hearing. (1) When required or authorized by the ordinances, rules and regulations of a county, an owner of land may apply in writing to such persons as the governing body designates, for a permit, in the manner prescribed by the governing body. The governing body shall establish fees charged for processing permits at an amount no more than the actual or average cost of providing that service. The Coos County Board of Commissioners adopt a schedule of fees which reflect the average review cost of processing and set-forth that the Planning Department shall charge the actual cost of processing an application. Therefore, upon completion of review of your submitted application/permit a cost evaluation will be done and any balance owed will be billed to the applicant(s) and is due at that time. By signing this form you acknowledge that you are response to pay any debt caused by the processing of this application. Furthermore, the Coos County Planning Department reserves the right to determine the appropriate amount of time required to thoroughly complete any type of request and, by signing this page as the applicant and/or owner of the subject property, you agree to pay the amount owed as a result of this review. If the amount is not paid within 30 days of the invoice, or other arrangements have not been made, the Planning Department may chose to revoke this permit or send this debt to a collection agency at your expense.

I understand it is the function of the planning office to impartially review my application and to address all issues affecting it regardless of whether the issues promote or hinder the approval of my application. In the event a public hearing is required to consider my application, I agree I bare the burden of proof. I understand that approval is not guaranteed and the applicant(s) bear the burden of proof to demonstrate compliance with the applicable review criteria.

As applicant(s) I/we acknowledge that is in my/our desire to submit this application and staff has not encouraged or discouraged the submittal of this application.

As the applicant(s) I/we acknowledge pursuant to Section 3.3.151(5), the property line adjustment deed must be recorded with the County Clerk within one year from the date of final approval from the Planning Department.

Applicant(s) Original Signature

Date

Applicant(s) Original Signature

Date
Reason - Adjusting to incorporate the water system on the bottom piece - it is currently located on the 22.23 acre piece 3. The house is on the 4.74 acre piece.
Shane Johnson
T 26S, R 12W, Sec 31
Coos County, OR

10.2 Acres

Proposed

500 0 500 1000 US Feet

Scale = 1 : 500.00 (In : US Feet) 07-28-2014
Final Invoice

To: Shane Johnson
94443 Boone Creek Lane
Coos Bay, OR 97420

Invoice No.: 1002 - 71399444
Date: 07/29/2014
Our File No.: 7139-2294011
Title Officer: Debbie Graber
Escrow Officer:
Customer ID: 1329312

Attention:
Your Reference No.:

RE: Property:
94487 Boone Creek Ln, Coos Bay, OR 97420

Buyers: Shane R Johnson
Sellers:

<table>
<thead>
<tr>
<th>Description of Charge</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guarantee: Lot Book</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

INVOICE TOTAL $250.00

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:
Attention: Accounts Receivable Department
172 Anderson Ave, Ste 105
Coos Bay, OR 97420
LOT BOOK SERVICE

Shane Johnson
94443 Boone Creek Lane
Cocos Bay, OR 97420

Attn: Phone No. (541)269-0248 - Fax No.: Email: shane@johnsonrock.com

Re:

Fee: $250.00

We have searched our Tract Indices as to the following described property:

PARCEL I AND II OF FINAL LAND PARTITION PLAT 2009#5, CAB C 605, FILED AND RECORDED MARCH 5, 2009 AS MICROFILM NO. 2009-1896, RECORDS OF COOS COUNTY, OREGON.

and as of July 21, 2014 at 5:00 p.m.

We find that the last deed of record runs to

Shane R. Johnson

We find the following apparent encumbrances within ten (10) years prior to the effective date hereof:

1. Taxes for the fiscal year 2014-2015 a lien due, but not yet payable.

2. The assessment roll and the tax roll disclose that the premises herein described were specially assessed as Forest Land pursuant to O.R.S. 321.358 to 321.372. If the land becomes disqualified for the special assessment under the statute, an addition tax may be levied for the last five (5) or lesser number of years in which the land was subject to the special land assessment.

3. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
4. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the mean high water mark of Boone Creek and the ownership of the State of Oregon in that portion lying below the high water mark of Boone Creek.

5. Any adverse claim based upon the assertion that some portion of said land has been removed from or brought within the boundaries thereof by an avulsive movement of the Boone Creek or has been formed by the process of accretion or reliction or has been created by artificial means or has accreted to such portion so created.

6. Easement, including terms and provisions contained therein:
   Recording Information: May 10, 1916 in Book 73, Page 281, Deed Records of Coos County, Oregon
   In Favor of: Hugo Quist and Cornell Lagerstrom
   For: Roadway

7. Easement, including terms and provisions contained therein:
   Recording Information: June 05, 1929 in Book 108, Page 409 and was transferred and assigned to the United States of America on September 23, 1953 in Book 229, Page 601, Deed Records of Coos County, Oregon
   In Favor of: California-Oregon Power Company

8. Easement, including terms and provisions contained therein:
   Recording Information: February 17, 1960 in Book 276, Page 409, Deed Records of Coos County, Oregon
   In Favor of: Coos-Curry Electric Cooperative

9. Easement, including terms and provisions contained therein:
   Recording Information: February 17, 1960 in Book 276, Page 411, Deed Records of Coos County, Oregon
   In Favor of: John M. Harris and Gladys M. Harris, husband and wife
   For: Roadway

10. Easement, including terms and provisions contained therein:
    Recording Information: September 28, 1960 in Volume 281, Page 193, Records of Coos County, Oregon
    In Favor of: The United States of America, and its assigns

11. Easement, including terms and provisions contained therein:
    Recording Information: September 28, 1969 as Microfilm No. 69-9-42410, Records of Coos County, Oregon
    In Favor of: Pacific Power and Light Company

First American Title
12. Easement, including terms and provisions contained therein:
Recording Information: October 07, 1971 as Microfilm No. 71-10-64812, Records of Coos County, Oregon
In Favor of: General Telephone Company

13. Easement, including terms and provisions contained therein:
Recording Information: October 12, 1977 as Microfilm No. 77-10-17054, Records of Coos County, Oregon
In Favor of: Coos-Curry Electric Cooperative

14. Easement, including terms and provisions contained therein:
Recording Information: March 29, 1985 as Microfilm No. 85-1-3748 and 85-1-3754, Records of Coos County, Oregon
In Favor of: United States of America

15. Easement, including terms and provisions contained therein:
Recording Information: January 13, 1989 as Microfilm No. 89-01-0652, Records of Coos County, Oregon
In Favor of: General Telephone Company of the Northwest

16. Easement, including terms and provisions contained therein:
Recording Information: August 01, 1995 as Microfilm No. 95-08-0045, Records of Coos County, Oregon
In Favor of: Coos-Curry Electric Cooperative, Inc.

17. Easement and Maintenance Agreement for Roadway Purposes, including terms and provisions thereof.
Recorded: May 09, 2001 as Microfilm No. 2001-4794, Records of Coos County, Oregon

18. A Deed of Trust to secure an original indebtedness of $249,989.00 recorded June 13, 2007 as Microfilm No. 2007-7638, Deed Records of Coos County, Oregon of Official Records.
Dated: June 11, 2007
Truster: Shane R. Johnson
Trustee: First American Title
Beneficiary: Clyde G. Hill

19. Easement, including terms and provisions contained therein:
Recording Information: January 28, 2009 as Microfilm No. 2009-717, Deed Records of Coos County, Oregon
In Favor of: Shane R. Johnson
For: Reciprocal Easement
20. Easement, including terms and provisions contained therein:
   Recording Information: January 28, 2009 as Microfilm No. 2009-718, Deed Records of
   Coos County, Oregon
   In Favor of: Shane R. Johnson

21. Final Land Partition 2009#5, including terms and provisions thereof.
   Recorded: March 05, 2009 as Microfilm No. 2009-1896, Deed Records of
   Coos County, Oregon

22. Any improvement located upon the insured property, which is described or defined as a mobile
   home under the provisions of Chapter 820, Oregon Revised Statutes, is subject to registration as
   herein provided.

NOTE: The tax roll discloses a mobile home on the herein described premises which is not included in a
   title insurance search. Upon specific request and payment of appropriate fee, the Company may issue a
   Personal Property Report which discloses ownership, financing statements, judgments and taxes on said
   mobile home.

We have also searched our General Index for Judgments and State and Federal Liens against the
   Grantee(s) named above and find:

   NONE

We find the following unpaid taxes and city liens: NONE

NOTE: Taxes for the year 2013-2014 PAID IN FULL
   Tax Amount: $163.13
   Map No.: 26-12-31A0 TL0101
   Property ID: 495808
   Tax Code No.: 9.40

NOTE: Taxes for the year 2013-2014 PAID IN FULL
   Tax Amount: $568.77
   Map No.: 26-12-31A0 TL0101
   Property ID: 224672
   Tax Code No.: 9.40

NOTE: Taxes for the year 2013-2014 PAID IN FULL
   Tax Amount: $71.84
   Map No.: 26-12-31A0 TL0104
   Property ID: 495810
   Tax Code No.: 9.39

Situs Address as disclosed on Coos County Tax Roll:

   94487 Boone Creek Lane, Coos Bay, OR 97420

NOTE: According to the public record, the following deed(s) affecting the property herein described have
  been recorded within 24 months of the effective date of this report: NONE

First American Title
THIS IS NOT a title report since no examination has been made of the title to the above described property. Our search for apparent encumbrances was limited to our Tract Indices, and therefore above listings do not include additional matters which might have been disclosed by an examination of the record title. We assume no liability in connection with this Lot Book Service and will not be responsible for errors or omissions therein. The charge for this service will not include supplemental reports, rechecks or other services.
After recording return to:
Shane R. Johnson
94443 Boone Creek Lane
Coos Bay, OR 97420

Until a change is requested all tax statements
shall be sent to the following address:
Shane R. Johnson
94443 Boone Creek Lane
Coos Bay, OR 97420

File No.: 7132-1053560 (VRR)
Date: June 01, 2007

STATUTORY WARRANTY DEED

Clyde G. Hill, Grantor, conveys and warrants to Shane R. Johnson, Grantee, the following described
real property free of liens and encumbrances, except as specifically set forth herein:

See Legal Description attached hereto as Exhibit A and by this reference Incorporated herein.

Subject to:
1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in
   the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is $250,000.00. (Here comply with requirements of ORS 93.030)
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.

Dated this 12th day of June, 2007.

Clyde G. Hill

STATE OF Oregon )
 )ss.
County of Coos )

This instrument was acknowledged before me on this 12th day of June, 2007 by Clyde G. Hill.

Vicki Rossback
Notary Public for Oregon
My commission expires: 7/1/07
EXHIBIT A

LEGAL DESCRIPTION:

A parcel of land located in portions of the Northeast quarter of Section 31, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more specifically described as follows:

Beginning at an iron pipe located North 795.64 feet and East 429.01 feet from the iron pipe at the center of Section 31, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence North 75° 31' 30" East a distance of 416.66 feet to an iron pipe; thence North 23° 32' West 6 feet to the centerline of Boone Creek and the true point of beginning, said true point of beginning also being on the Easterly boundary of that parcel conveyed to Gerald Carl and Mary Louise Napier in Instrument recorded as Microfilm No. 68-10-33306, Records of Coos County, Oregon; thence North 23° 32' West 562.07 feet along the Easterly boundary of said Napier tract to an iron pipe at the Northeast corner of said Napier tract; thence North 2° 13' West 1,148.91 feet, more or less, to the North line of said Section 31; thence Easterly 753 feet along the North line of said Section 31; thence South 2° 13' East 1,685 feet, more or less, to the centerline of Boone Creek; thence Westerly 593 feet, more or less, along the centerline of Boone Creek, to the true point of beginning.

SAVE AND EXCEPT therefrom any portion lying within the limits of public road rights of way.
Trust Deed

This Deed of Trust, made this Eleventh day of June, 2007, between Shane R. Johnson, as Grantor, and First American Title, as Trustee, and Clyde G. Hill, as Beneficiary.

WITNESSETH: Grantor Irrevocably conveys to Trustee in trust, with power of sale, certain real property in Coos County, Oregon, described as:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

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

Note: The Trust Deed Act provides that the Trustee hereunder must be either an attorney who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of the state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 986.305 to 986.389. *WARNING: 12 USC 1701/ S regulates and may prohibit exercise of this option.

Coos County Clerk, Oregon Total $51.00 06/13/2007 #2007-7638
Terri L. Turi, CCC, County Clerk 02:39PM 1 OF 6
FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of Two Hundred Forty Nine Thousand Nine Hundred Eighty Nine dollars ($249,989.00), with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable June 15, 2034.

In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the Grantor without first having obtained the written consent or approval of the Beneficiary, then, at the Beneficiary's option, all obligations secured by this Instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

Grantor agrees:

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

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

3. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said property against loss or damage by fire and other hazards as the Beneficiary may require, in an amount not less than $249,989.00, written by companies acceptable to the Beneficiary, with loss payable to Beneficiary; proof of insurance shall be delivered to the Beneficiary as soon as issued.

4. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipt of payment to Beneficiary.

6. Should the Grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by Grantor, either by direct payment or by providing Beneficiary with funds with which to make such payment, Beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations of Grantor, described in paragraphs 7 and 8 of this Trust Deed section, shall be added to and become a part of the debt secured by this Trust Deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property herein described, as well as the Grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the Beneficiary, render all sums secured by this Trust Deed immediately due and payable and constitute a breach of this Trust Deed.

7. To pay all costs, fees and expenses of this trust including the cost of title search, as well as the other costs and expenses of the Trustee incurred in connection with or in enforcing this obligation together with trustees' and attorneys' fees actually incurred.

8. To appear in and defend any action or proceeding purporting to affect the security rights or powers of Beneficiary or Trustee; and in any suit, action or proceeding in which the Beneficiary or Trustee may appear, including evidence of title and the Beneficiary's or Trustee's attorneys' fees. The amount of attorneys' fees mentioned in this paragraph 7 above in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, Grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the Beneficiary's or Trustee's attorneys' fees on such appeal.

Page 2

COOS COUNTY CLERK, OREGON
TERRI L. TURI, CCC, COUNTY CLERK

TOTAL $51.00

06/13/2007    #2007-7638
02:39PM     2 OF 6

07/28/2014
The parties mutually agree:

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

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

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

4. Upon default by Grantor in payment of any indebtedness secured hereby or in Grantor's performance of any agreement contained hereunder, time being of the essence with respect to such payment and/or performance, the Beneficiary may declare all sums secured hereby immediately due and payable. In such event Beneficiary, at its election, may proceed to foreclose this trust deed by advertisement and sale, or may direct the Trustee to pursue any other right or remedy, either at law or in equity, which the Beneficiary may have. In the event the Beneficiary elects to foreclose by advertisement and sale, the Beneficiary or the Trustee shall execute and cause to be recorded a written notice of default and election to sell the said described real property to satisfy the obligation secured hereby whereupon the Trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

5. The Grantor and those persons authorized by ORS 86.753 may cure any default(s) 5 days before the date the Trustee has designated for sale. Any cure of default(s) shall require payment of or tendering performance and the payment of all costs and expenses actually incurred in enforcing the obligations of this Trust Deed, including, but not limited to, trustees' and attorneys' fees as authorized by law.

In the absence of any such cure, the Trustee will enforce the obligations of this Trust Deed in accordance with paragraph 4 herein and as authorized and required by applicable law.

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

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

The Grantor covenants to and agrees with the Beneficiary and the Beneficiary's successors in interest that the Grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in any addendum or exhibit attached hereto, and that the Grantor will warrant and forever defend the same against all persons whomsoever.

This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term Beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a Beneficiary herein. In construing this deed and whenever the context so requires the singular number includes the plural.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.

[Signature]
Shane R. Johnson

STATE OF Oregon

County of Coos

This Instrument was acknowledged before me on this 16 day of June, 2007 by Shane R. Johnson.

[Signature]
Vicki Rossback
Notary Public for Oregon

My commission expires: 7/11/07

COOS COUNTY CLERK, OREGON
TOTAL $51.00
TERRI L. TURI, CCC, COUNTY CLERK
REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

TO: First American Title, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed, the estate now held by you under the same.

Mail Reconveyance to: ____________________________

__________________________

By: ____________________________

__________________________

By: ____________________________

__________________________

By: ____________________________

Beneficiary

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee before cancellation before reconveyance is made.
EXHIBIT A

LEGAL DESCRIPTION:

A parcel of land located in portions of the Northeast quarter of Section 31, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more specifically described as follows:

Beginning at an iron pipe located North 795.64 feet and East 429.01 feet from the iron pipe at the center of Section 31, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence North 75° 31' 30" East a distance of 416.66 feet to an iron pipe; thence North 23° 32' West 6 feet to the centerline of Boone Creek and the true point of beginning, said true point of beginning also being on the Easterly boundary of that parcel conveyed to Gerald Carl and Mary Louise Napier in instrument recorded as Microfilm No. 68-10-33206, Records of Coos County, Oregon; thence North 23° 32' West 562.07 feet along the Easterly boundary of said Napier tract to an iron pipe at the Northeast corner of said Napier tract; thence North 2° 13' West 1,148.91 feet, more or less, to the North line of said Section 31; thence Easterly 753 feet along the North line of said Section 31; thence South 2° 13' East 1,685 feet, more or less, to the centerline of Boone Creek; thence Westerly 593 feet, more or less, along the centerline of Boone Creek, to the true point of beginning.

SAVE AND EXCEPT therefrom any portion lying within the limits of public road rights of way.
<table>
<thead>
<tr>
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<th>Tax Type</th>
<th>Total Due</th>
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COOS County Assessor's Summary Report
Real Property Assessment Report
FOR ASSESSMENT YEAR 2014
NOT OFFICIAL VALUE

Account # 495808
Map # 2651231-A0-00101
Code - Tex # 0940-405806
Legal Desc See Record
Mailing Name JOHNSON, SHANE R.
Agent
In Care Of
Mailing Address 94443 BOONE CREEK LN
COOS BAY, OR 97420-6406
Prop Class 659 MA SA NH Unit
RMV Class 800 04 17 RRL 8598-1

Situs Address(s) Situs City
ID# 20 94437 BOONE CREEK LN COOS BAY

Value Summary
Code Area AV RMV MAV RMV Exception CPR %
0940 Land 8,843 Land 0 0
Impr. 0 Impr. 0 0
Code Area Total 8,476 9,843 0 0
Grand Total 8,476 9,843 0 0

Land Breakdown
Code Area ID# RFD Ex Plan Zone Value Source TD% LS Size Land Class LUC Trended RMV
0940 20 R F/EFU Forest Site 100 A 1.00 AVMF 006* 5,350
0940 SITE AMENITIES 100 4,000
0940 30 R F/EFU Small Tract Forest Land 100 A 3.74 STF-C 006* 490

Grand Total 4.74 9,840

Improvement Breakdown
Code Area ID# Yr Built Stat Class Description TD% Total Sq. Ft. Ex% MS Acct # Trended RMV
0940 1 1996 462 MH REAL DOUBLE CLASS 6 100 1,344 R - 224672 71,400

Grand Total 1,344 71,400

Exemptions/Special Assessments/Potential Liability

SPECIAL ASSESSMENT:
- FIRE PATROL SRCHG
- FIRE PATROL TIMBER
NOTATION(S):
- FARM/FOREST POTL ADD'L TAX LIABILITY
- FOREST

MS Account(s): 0940-R-224672

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

Comments: FIRE PAT ACRES 24.88*
PARTITION PLAT 2009-5
PARCEL 1
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**Effective Date 13-Apr-2011 5:23 PM**  **Transaction ID 55023**  **Entry Date 13-Apr-2011**  **Recorded Date 13-Apr-2011**  **Sale Date**

**DELETING OLD SITUS ADDRESS OF 1810 BOINES CREEK RD**

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**Statement of Tax Account**

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

JOHNSON, SHANE R.  
94443 BOONE CRK LN  
COOS BAY, OR 97420-8406

7/28/2014 2:20:49 PM

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| Total    | 0.00    | 0.00    | 0.00          | 0.00          |

Page 1 of 1
## COOS COUNTY ASSESSOR
### Manufactured Structure Assessment Report
#### FOR ASSESSMENT YEAR 2014

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### SITUS ADDRESS  
94447 BOONE CREEK LN COOS BAY

### APPRAISER  
MARY BETH RAWLINS

### VALUE SUMMARY

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<th>MAV</th>
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### Real Property Information

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### FLOORS

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Total Floor RMV 46,914

### EXEMPTIONS / SPECIAL ASSESSMENTS / POTENTIAL LIABILITY

**TYPE**

**APPRaisal MAINT:**

**COMMENTS:** NEW FOR 1996
## Statement of Tax Account

**COOS COUNTY TAX COLLECTOR**  
**COOS COUNTY COURTHOUSE**  
**COQUILLE, OREGON 97423**  
(541) 396-7725  
7/28/2014 2:21:28 PM

**JOHNSON, SHANE R.**  
94443 BOONE CREEK LN  
COOS BAY, OR 97420-8406

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**Total**  
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0.00  
0.00  
0.00
COOS County Assessor's Summary Report
Real Property Assessment Report
FOR ASSESSMENT YEAR 2014
NOT OFFICIAL VALUE

July 28, 2014 2:21:40 pm

Account # 495810
Map # 28S1231-AC-00194
Code - Tax # 0939-495810
Legal Descr See Record
Mailing Name JOHNSON, SHANE R.
Agent
In Care Of
Mailing Address 94443 BOONE CREEK LN
COOS BAY, OR 97420-8406
Prop Class 660 MA SA NH Unit
RMV Class 600 04 17 RRL 8400-1

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Comments: PARTITION PLAT 2009-5 PARCEL 2
**COOS COUNTY ASSESSOR'S NAME LEDGER**

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Page 1 of 1
RIGHT OF WAY DEED.

KNOW ALL MEN BY THESE PRESENTS, that R. C. Boone, J. A. Boone, James Boone, Myrtle Hansen, Ethel Belieu, and Lula Kardell, being all of the heirs at law and persons interested in the estate of A. F. Boone, deceased, for and in consideration of the sum of one ($1.00) Dollar to them in hand paid, the receipt of which is hereby acknowledged, have granted, bargained, sold and set over, and do hereby grant, bargained, sold and set over to Cornel Langerstrom and Hugo Quist, hereinafter called the second parties, an easement and right of way and access, ingress and egress across the following described land of said first parties, to wit:

The Northeast quarter of Section Thirty-one (31), Section Twenty-six (26) South of Range Twelve (12) West of the Willamette Meridian, in Coos County, Oregon, and leading to and being appurtenant to the following described lands of which said second parties are now the equitable owners, to wit:

By the Southwest quarter and the Northwest quarter of Section Thirty-one (31), Township Twenty-six (26) South of Range Twelve (12) West of the Willamette Meridian, Coos County, Oregon.

It being expressly understood and agreed, however, that said easements for the use of the roadway as now in use across said premises first above described, or as the same may be located and changed by said first parties, their heirs or assigns. Provided, however, that said roadway shall at all times be kept open and in reasonably convenient location and by a reasonably direct route to said lands last above described; And it further expressly agreed that the easement hereby granted is appurtenant to the lands last above described, and shall pass to and with these, and is not transferable or assignable independently or other than as to belonging to said lands. The said first parties reserve the right to at any time hereafter erect gates across said roads or easements and to maintain the same at their own risk and expense.

TO HAVE AND TO HOLD said easement to the said second parties, their heirs and assigns forever.

IN WITNESS WHEREOF, the said first parties have hereunto set their hands and seals this 1st day of November, 1915.

Executed in the presence of:
A. H. Powers,
John P. Hall,

M. C. Boone,
J. A. Boone,
James Boone,
Myrtle Hansen,
Lula Kardell,
Ethel Belieu,

State of Oregon:
County of Coos:
THIS CERTIFIES, That on this 1st day of November, A. D. 1915, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named R. C. Boone, Archie Boone, James Boone, and Lula Kardell, being all the heirs at law and persons interested in the estate of A. F. Boone, deceased; personally 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 as their 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 notarial seal, the day and year last above written.

John P. Hall,
Notary Public for Oregon.

Recorded May 12, 1916, 8 A.M.
R. W. Watson, County Clerk. (Seal: John P. Hall, Notary Public for Oregon.)

10633. THIS INDENTURE WITNESSETH, That R. C. Drews, of Coos county, Oregon, for the consideration of the sum of Ten Dollars to him paid, has bargained and sold and by these presents do grant, bargain, sell and convey unto Ruby R. Drews, of the same county and state, all of the following described premises, to wit:

Lots one, eighteen (18), and nineteen (19), of Block twenty-six (26), and Lots thirteen (13), and fourteen (14) of Block twenty-seven (27), of the Town of East Marshfield, Coos county, Oregon according to the survey and plat thereof now on file and of record in the county Clerk's office of Coos County, State of Oregon.

All of Lots twenty six (26), twenty seven (27) and twenty eight (28) in Block fifteen (15) of Bank Addition to the Town of North Bend Coos county, Oregon, according to the plat and
second part, its successors and assigns; also, to remove the trees and make the clearing
necessary or desirable for the purposes aforesaid, both on and adjoining said right of way;
also to put in place necessary guy wires and brace poles along said line;
The said lands of said parties of the first part, above mentioned, are situated
in the County of Coos State of Oregon, and are particularly described as follows:
Located in Sec 10 Township 26 S. Range 13 West of the Willamette Meridian.
The party of the second part agrees not to put any poles, structures or guys on the cultivated
fields and agrees to pay all damages done to crops, fences, bridges & buildings & gates
during construction and operation of its transmission lines in the future, and any and all
damages for injuries to persons or stock.

IN WITNESS WHEREOF, the parties of the first part have executed these presents
on the day and year first hereinafore written.

Ruth Hines, Witness
Thos. H. Ness, Witness

STATE OF OREGON
County of Coos

THIS CERTIFIES that on this 1st day of August A.D. 1929, before me
Thos. H. Ness, a Notary Public in and for said County and State, personally appeared the
within named Tom Garrone and Hilda Garrone, husband and wife, to me personally known to
be the individuals 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
expressed.

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

Thos. H. Ness
Notary Public in and for the County of
Douglas, State of Oregon
My commission expires March 27, 1933,
(Notarial Seal)

Recorded August 10, 1929, 11:15 A.M.
Robt. R. Watson, County Clerk.

40043-

GRANT OF RIGHT OF WAY

THIS INDENTURE, made this fifth day of June A.D. 1929, by and between Herbert
Smith and Velma Smith, his wife, and Mrs. Bessie Wood party of the first part, and The
California Oregon Power Company, a California corporation, party of the second part,

WITNESS: That said parties of the first part, for and in consideration of
the sum of One Dollar ($1.00) to them in hand paid by said party of the second part, the
receipt whereof is hereby acknowledged, do hereby grant unto said party of the second part,
its successors and assigns, the right of way and easement to erect, construct, repair, re-
place, maintain and use, from time to time as said party of the second part, its successors
and assigns, may see fit, power, across and upon the lands of said parties of the
first part hereinafter particularly described, for transmission and distribution of electricity,
and for all purposes connected therewith, poles, towers and wires suspended thereon and
supported thereby and all necessary or proper cross-arms, braces, connections, fastenings
and other appliances and fixtures, and wires for the telephone purposes of said party of the
second part, its successors and assigns; also, to remove the trees and make the clearing if necessary or desirable for the purposes aforesaid, both on and adjoining said right of way; also to put in place necessary guy wires and braces, poles along said line, the party of the second part, its successors or assigns, may construct and maintain gates at all fences crossed by its transmission lines, but shall keep locks thereon and give permission to none save employees of the party of the second part, its successors or assigns, to enter therein.

The said lands of said parties of the first part, above mentioned, are situate in the County of Coos State of Oregon, and are particularly described as follows: Northeast quarter of Section thirty-one in Township Twenty-six South of Range Twelve, West of Willamette Meridian, as survey stakes are now located across said property.

A supplement to this contract is executed in triplicate simultaneously herewith and hereby made part hereof; the triplicate being left in law office of Liljegqvist & Swanton, Marshfield, Oregon.

IN WITNESS WHEREOF, the parties of the first part have executed these presents on the day and year first hereinabove written:

Bennett Swanton, Witness.
Nancy E. Smith, Witness.

Herbert Smith
Velma Smith
Bessie Wood

STATE OF OREGON) COUNTY OF COOS )

THIS CERTIFIES that on this fifth day of June A.D. 1929 before me Bennett Swanton, Notary Public in and for said County and State, personally appeared the within named Herbert Smith and Velma Smith, his wife, and Bessie Wood to me personally known to be the individuals 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 expressed.

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

Bennett Swanton
Notary Public in and for the County of Coos State of Oregon.

My commission expires Febr. 8, 1935.
(Notarial Seal)

Recorded August 10, 1929, 11:15 A.M.
Robt. H. Watson, County Clerk.

40044.

THE GRANTOR, D. J. Vance, divorced Husband of Clara B. Vance of Elma, Gray Harbor County, Washington for and in consideration of Ten Dollars and other valuable considerations Dollars, in hand paid, conveys and warrants to Leila Virginia Vance, his daughter of Elma Grays Harbor County Washington the following described real estate:

Lot 6 in Block 6 Nashburg’s Addition to Marshfield Oregon, also Lots 11
DEED AND BILL OF SALE

This instrument is presented by The California Oregon Power Company, a

Tenured and existing under the laws of the State of California, herein-

called the Grantor, for a total consideration of Two Hundred Twenty-Three Thousand

Two Hundred Dollars ($223,200.00) to be paid in accordance with the terms of a contract

between Grantor and the United States of America, has bargained and

sold, conveyed, assigned, and transferred, and does hereby assign, and forever transfer, sell, convey, assign, and set over to

the United States of America, and its assigns forever, all its right, title and interest

in and to the following described property, situated in the County of Coos, in the State

of Oregon, to wit:

(a) That portion of Grantor's Dixonville-Roseburg-McKeeley-Coos Bay 120 KV

transmission line commonly known as "line 20" (including the telephone

circuit), beginning at and including structure 1A/44 located in the

N. 1/4 SE 1/4 NE 1/4 of Section 32, Township 27 South, Range 11 West,

Williamette Meridian, Coos County, Oregon, running thence northwesterly

through Sections 32, 29, 20 and 19, said township and range; Sections 24,

23, 22, 15, 16, 9, 8, 5 and 6, Township 27 South, Range 12 West; Sections

31, 30 and 19, Township 26 South, Range 12 West; Sections 28, 23, 22,

17, 10 and 3, Township 26 South, Range 13 West; and Sections 34 and 27,

Township 25 South, Range 13 West; a distance of 18.619 miles to and

including Pole No. 1/63 at Coos Bay (North Bend) switching station,

located in the southeast corner of the NE 1/4 SW 1/4 of Section 4, Town-

ship 25 South, Range 13 West, W.M., thence continuing through Sections 27,

and 26, Township 25 South, Range 13 West, W.M., from but not including

said Pole No. 1/63, a distance of 1.063 miles to the United States of

America's Bonneville Power Administration's Coos Bay (North Bend) switch-

ing station located in the NE 1/4 of Section 28, Township 25 South,

Range 13 West, W.M., together with all rights of way, permits, poles,

structures, fixtures, conductors, insulators, telephone circuits including

supports, telephone instruments and such other apparatus as may be

installed in the transmission line and telephone line above described.

(b) Assurances and rights of way for said transmission line, as follows:

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<th>Date</th>
<th>Volume</th>
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<td>Est. of H. W. Holverstott et al</td>
<td>5-31-29</td>
<td>6-7-29</td>
<td>106</td>
<td>90.</td>
</tr>
<tr>
<td>Grant of R/W</td>
<td>L. C. Dicks and Menasha (expired) Wooden Ware Co.</td>
<td>6-15-29</td>
<td>9-18-29</td>
<td>109</td>
<td>15.</td>
</tr>
<tr>
<td>Grant of R/W</td>
<td>L. C. Dicks (expired)</td>
<td>6-15-29</td>
<td>8-1-29</td>
<td>106</td>
<td>366.</td>
</tr>
<tr>
<td>Grant of R/W</td>
<td>L. C. Dicks</td>
<td>3-31-31</td>
<td>3-31-31</td>
<td>207</td>
<td>215.</td>
</tr>
<tr>
<td>Grant of R/W</td>
<td>Herbert Smith et al</td>
<td>6-5-29</td>
<td>8-10-29</td>
<td>106</td>
<td>409.</td>
</tr>
</tbody>
</table>
Grant of R/W Southport Land and Commercial Company

Grant of R/W MacGregor Estate and Mrs. P. McElroy

Grant of R/W Low Carrone et al.

Grant of R/W D. L. Buckingham et al.

Grant of R/W Reynolds Development Co.

Grant of R/W Reynolds Development Co.

Grant of R/W Everitt and Edwin C. Mingeis et al.

Grant of R/W City of Coos Bay, Oregon

Decd

Central Pacific Rwy Co.

and all the right, title and interest of Grantor in and to that portion of the following
rights of way, which are appurtenant to the portion of said line 26 herein conveyed to
the United States of America, reserving all the remainder of said rights of way unto
Grantor, its successors and assigns:

Kind of Instrument

Executed on

Date

Date

Volume

Page

Grant of R/W J. L. West and Jocie West

Grant of R/W Oregon-Washington Water Service

Company

The consideration applicable to the real property hereby conveyed is
Forty-Five Thousand Sixty-two Dollars and Fifty-six Cents ($45,692.56).

TO HAVE AND TO HOLD the above-described property to the United States of
America, its successors and assigns, forever.

Grantor covenants with the United States of America that, previous to the time
of the execution of this conveyance, it had not conveyed the above-described property,
or any right, title or interest therein, to any person other than to the United States
of America, and that such property is free from any encumbrances imposed by the affirma-
IN WITNESS WHEREOF, Grantor has caused these presents to be executed by a President and attested by its Secretary, this 11th day of September, 1953.

THE CALIFORNIA ORCHID POWER COMPANY

(SEAL)

By:

[Signature]

President

Attest:

[Signature]

Secretary

STATE OF OREGON )

COUNTY OF JACKSON )

On this 11th day of September, 1953, before me personally appeared A. S. Cummins and E. L. Lenox, to me known to be the President and the Secretary, respectively, of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

(SEAL)

NORTH CAROLINA

COUNTY OF

I CERTIFY that the within instrument was received for the record on the day of , 19 , at M., and recorded in book on page records of of said County.

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

The Northeast Quarter of Section 31, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon

and to construct, operate and maintain on the above described land and/or upon all streets, roads or highways shooting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them free of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wire by falling.

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

JANUARY 7, 1950
Signed, sealed and delivered in the presence of:

Harry M. Leaton
Rena T. Leaton

STATE OF OREGON
County of Coos

BE IT REMEMBERED, that on this 7th day of December, 1950, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named:

Harry M. Leaton and Rena T. Leaton

who are known to me 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.

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

FEB. 17, 1950
At 11:30 A.M.
GRUMMANA VAUGHAN, County Clerk
KNOW ALL MEN BY THESE PRESENTS, That HARRY M. LEATON and RENA T. LEATON, husband and wife, hereinafter known as the Grantors, in consideration of the sum of Ten Dollars ($10) and other valuable consideration to them paid by JOHN H. HARRIS and GLADYS M. HARRIS, husband and wife, hereinafter known as the Grantees, do hereby sell, grant, and convey the right to construct, repair, maintain, and the unrestricted use for the purpose of a roadway as follows, to-wit:

All existing roads upon and across the Northeast Quarter, Section 31, Township 24 South, Range 12 West of the Willamette Meridian, COOS COUNTY, Oregon.

This roadway shall not be restricted to less than twenty (20) feet in width.

And also to construct, maintain, repair, and the unrestricted use for roadway purposes of a strip of land twenty (20) feet in width upon and across the Southwest Quarter of the Northeast Quarter of Section 31, Township Twenty-six (26) South Range 12, West of the Willamette Meridian, as established and defined in that certain proceeding in the County Court of the State of Oregon for the County of Coos, Road Case No. 936 and which is further defined in the Survey prepared by J. H. Geenhardt, County Surveyor, filed April 4, 1930, and now bearing Coos County Surveyor's No. 5 385 7.

TO HAVE AND TO HOLD the same unto the Grantees, their heirs and assigns, as easements appurtenant to the following described real property, now owned by the Grantees, to-wit:

The East one-half of the West one-half of Section 31, and the Northwest Quarter of the Southeast Quarter of Section 31, all in Township 24 South, Range 12, West of the Willamette Meridian, COOS COUNTY, Oregon.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals this 5th day of FEBRUARY, 1939.

Harry Leaton
(SEAL)

RENA T. LEATON
(SEAL)

STATE OF OREGON,
County of Coos,

December 5, 1939

Personally appeared the above named HARRY M. LEATON and RENA T. LEATON and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Notary Public for Oregon

Comm. Expires: 6-3-44

FEBRUARY 17, 1939 AT 11:07
WHEREAS, Grantor (hereinafter so called, whether one or more), THELM A. SMITH, a single woman, owner, and HARRY M. LEATON and/or ZENA T. LEATON, husband and wife, contract purchasers, is the owner of the underlying fee title to the property covered by the easement herebelow described, and

WHEREAS, by conveyance dated June 5, 1929 and recorded August 10, 1929 in Volume 108, Deed Records of Coos County, Oregon, page 409, there was conveyed to The California Oregon Power Company the easement over said property, which easement was conveyed and assigned to the UNITED STATES OF AMERICA by deed dated September 30, 1953 and recorded September 23, 1953 in Volume 229 of said deed records, page 601, and

WHEREAS, the UNITED STATES OF AMERICA is desirous of obtaining the electric power transmission rights set forth in its standard form of easement including such additional rights as are therein set forth.

NOW THEREFORE, in consideration for the additional rights herein acquired by Grantee of

Dollars ($ 100.25 ) in hand paid to Grantor, receipt of which is hereby acknowledged, Grantor hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, operate, maintain, repair, rebuild, and patrol one electric power transmission line and appurtenant signal lines, poles, towers, wires, cables, and appliances necessary in connection therewith, in, upon, over, under and across the following-described parcel of land in the County of Coos, in the State of Oregon, to wit:

That portion of the SW 1/4 of Section 31, Township 26 South, Range 12 West, Willamette Meridian, Coos County, Oregon, which

lies within a tract of land described as beginning at an iron pipe located North a distance of 799.46 feet and East a distance of 423.01 feet from the iron pipe at the center of said Section 31; thence N. 75° 31' 12" W. a distance of 416.66 feet to an iron pipe; thence N. 21° 32' W. a distance of 568.07 feet to an iron pipe; thence S. 80° 27' W. a distance of 283.37 feet to an iron pipe; thence S. 10° 01' E. a distance of 307.01 feet to the point of beginning, and which lies within a strip of land 100 feet in width, the boundaries of said strip lying 10 feet distant from, on each side of, and parallel with the survey line of the McKinley-Coos transmission line as now located and staked on the ground over, across, upon and/or adjacent to the above-described property, said survey line being particularly described as follows:

Beginning at survey station 70 + 35.0 a point in the south line of Section 31, Township 26 South, Range 12 West, Willamette Meridian, said point being S. 89° 29' 10" W. a distance of 897.8 feet from the southeast corner of said Section 31; thence N. 12° 52' 50" W. a distance of 15.0 feet to survey station 70 + 10.0 a point in the north line of said Section 31, said point being S. 89° 51' 50" E. a distance of 421.4 feet from the quarter section corner in the north line of said Section 31.
together with the right to clear said parcel of land and keep the same clear of all brush, timber, structures, and fire hazards, provided however, the words "fire hazards" shall not be interpreted to include growing crops; and also the present and future right to top, limb, fell, and remove all growing trees, dead trees or snags (collectively called "danger trees") located on Grantor's land adjacent to said parcel of land, which could fall upon or against said transmission and signal line facilities.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush and timber cut and removed from said parcel of land and also all growing trees, dead trees or snags (collectively called "danger trees") cut and removed from Grantor's land adjacent to said parcel of land, is and shall be vested in the UNITED STATES OF AMERICA and its assigns and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for all damages incidental to the exercise of any of said rights.

This conveyance complements the easement across said property now owned by Grantee and in no wise diminishes or in anywise releases any of the rights of the UNITED STATES OF AMERICA therein contained.

It is understood and agreed that the Grantee is relieved of the obligations contained in the supplement affixed to and made a part of the aforementioned conveyance conveyed to the California Oregon Power Company by the instrument of record in Volume 108, page 409, Deed Records of said county.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 24th day of August, 1960.

Thelma F. Smith
Harry M. Leaton
Leona T. Leaton
STATE OF OREGON  
COUNTY OF Coos  

On the 24th day of August 1960, personally came before me, a notary public in and for said County and State, the within-named THELMA P. SMITH, a single woman, personally known to me to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(Seal)  
Notary Public in and for the State of Oregon  
Residing at Coos Bay  
By commission expires May 13, 1964

STATE OF OREGON  
COUNTY OF Coos

On the 24th day of August 1960, personally came before me, a notary public in and for said County and State, the within-named HARRY M. LEATON AND KEREN T. LEATON, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(Seal)  
Notary Public in and for the State of Oregon  
Residing at Coos Bay  
By commission expires May 13, 1964

I CERTIFY that the within instrument was received for the record on the day of , at , and recorded in book on page records of said County.

Witness my hand and seal of County affixed.

By

Deputy.

After recording, please return to:
TITLE SECTION, BRANCH OF LAND ROSSVILLE POWER ADMINISTRATION P.O. BOX No. 3337 POSTLAND, OREGON SEP. 28, 1960 AT 2 P.M.
DESCRIPTION SHEET

DESCRIPTION OF THE TRACT OF LAND WHICH IS THE SUBJECT OF THIS REPORT:

That portion of the Northeast quarter (NE1/4) of Section Thirty-one (31), Township Twenty-six (26) South, Range Twelve (12) West of the Willamette Meridian, Coos County, Oregon, lying South of Boot Creek

Excepting from said property the following parcel of land bounded and described as follows:

Beginning at an iron pipe located North 795.64 feet and East 429.01 feet from the iron pipe at the center of Section Thirty-one (31), Township Twenty-six (26) South, Range Twelve (12) West of Willamette Meridian, Coos County, Oregon; thence North 73° 31' 30" East a distance of 485.66 feet to an iron pipe; thence North 23° 32' West a distance of 568.07 feet to an iron pipe; thence South 80° 27' West a distance of 281.37 feet to an iron pipe; thence South 10° 05' East a distance of 557.02 feet to the point of beginning.

Exhibit "A"
RIGHT OF WAY EASEMENT

For value received, the undersigned, hereinafter referred to as "Grantees" do hereby grant to PACIFIC POWER & LIGHT COMPANY, a corporation, Grantees, its successors and assigns, an easement for a right of way 125 feet in width for electric transmission and distribution lines of one or more wires and all necessary or desirable appurtenances, including telephone and telegraph wires, towers, poles, props, guys and other supports, and the right to place all or any part of such lines in underground conduits, and the right to install and maintain guys and anchors outside said right of way, at or near the location and along the general course now located and staked by the Grantee upon, over and across the following described real property located in Coo County, State of Oregon, to wit:

See Description Attached

as more particularly described and shown on Exhibits AAB attached hereto and made a part hereof:

INCLUDING the right to clear said right of way and keep the same clear of brush, trees, timber and structures; the right to clear and cut away now and in the future all trees outside of said right of way which might endanger said transmission lines; the right to construct, reconstruct, operate, maintain and remove said lines:

TOGETHER WITH the right of ingress and egress over the adjacent lands of the Grantors for the purposes of constructing, reconstructing, stringing new wires or maintaining and removing such lines and appurtenances, and exercising other rights hereby granted.

The Grantees shall pay to the Grantors reasonable compensation for any damage caused by Grantees, or its agents, to any property or crops (growing or to be grown) on the above described real property, arising out of the construction, reconstruction, operation and maintenance of said transmission and distribution lines.

At no time shall any building or anything flammable be erected or placed within the boundaries of said right of way, nor shall any equipment or material of any kind or nature that exceeds 25 feet in height be placed or used therein by Grantees, or by Grantors' heirs, successors or assigns.

Subject to the foregoing limitations, said right of way may be used by the Grantors for roads, agricultural crops, or other purposes not inconsistent with said easement.

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

DATED this 29th day of August, 1969

[Signatures]

John H. Harris (Seal)

Harry H. Lusen (Seal)

County of Coo

R. L. Hill (Seal)

On this 29th day of August, 1969 personally appeared before me a notary public in and for said State, the within named Harry H. Lusen and

Rena T. Lusen to me known to be the identical person described therein and who 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.

[Notary Public Seal]
State of Oregon, County of Coos

August 29, A.D. 1969.

Personally appeared the above-named John M. Harris

Gladys W. Harris and acknowledged the foregoing instrument to
be their voluntary act and deed. Before me:

[Signature]

Notary Public for Oregon
My commission expires March 15, 1970

State of Oregon, County of Coos

August 29, A.D. 1969.

Personally appeared the above-named R. L. Hill and Bonnie

M. Hill and acknowledged the foregoing instrument to
be their voluntary act and deed. Before me:

[Signature]

Notary Public for Oregon
My commission expires March 15, 1970

State of Oregon, County of Coos

[Blank]

A.D. 19

Personally appeared the above-named

[Blank]

and acknowledged the foregoing instrument to
be [Blank] voluntary act and deed. Before me:

[Signature]

Notary Public for Oregon
My commission expires March 15, 1970

State of Oregon, County of [Blank]

[Blank] A.D. 19

Personally appeared the above-named

[Blank]

and acknowledged the foregoing instrument to
be [Blank] voluntary act and deed. Before me:

[Signature]

Notary Public for Oregon
My commission expires March 15, 1970

State of Oregon, County of [Blank]

[Blank] A.D. 19

Personally appeared the above-named

[Blank]

and acknowledged the foregoing instrument to
be [Blank] voluntary act and deed. Before me:

[Signature]

Notary Public for Oregon
My commission expires March 15, 1970

[Blank]
RIGHT OF WAY EASEMENT

THE GRANTOR: Bonnie M. Hill
P. O. Box 573, Coos Bay, Oregon

$1.00 (one dollar) for a valuable consideration convey and warrant to General Telephone Company of the Northwest, Inc., a corporation, and to its assignees, and licensees and other persons as may be authorized by General Telephone Company of the Northwest, Inc., a perpetual right of way and easement over, under, above, and across the following described property, situated in the Coos County, Oregon.

STATE of Oregon TO WIT: This is a request to:

- bury telephone cable on your private road to provide Wm. V. Rogers telephone service starting at Power pole 75' East of your driveway,
- plowing cable on North side of the road going West to Wm. V. Rogers driveway, Township 26, Range 12, Section 31.

Together with the right to install, inspect, and maintain all of the facilities necessary to provide communication service, power service, and other related services located on said right of way and easement, including the trimming or removal of any brush, trees, shrubs, or objects that may interfere with the construction, maintenance and operation of said services.

Witness hand this day of 19.

Grantor: Bonnie M. Hill
Grantee:

(Corporate Seal)

Original copy

By
STATE OF Oregon

COUNTY OF Coos

Be it remembered that on this 6th day of October, 1971 before me, the undersigned, a Notary Public, appeared Bonnie M. Hill and to me personally known that she, the said

a corporation; that the instrument is the corporate seal of said corporation; signed and sealed in behalf of said corporation by and the said as acknowledged said instrument to be the free act and
doing.

IN WITNESS WHEREOF, I have hereunto set my hand and year last above in this certificate written.

(Notary Seal)

My Commission Expires

STATE OF Oregon

COUNTY OF Coos

Be it remembered that on this 6th day of October, 1971 before me, the undersigned, a Notary Public, appeared Bonnie M. Hill and to me personally known to be the identical person described in and who executed the within and foregoing instrument , and acknowledged to me that She executed the same freely and voluntarily and for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal the date and year last above herein written.

(Notary Seal)

Notary Public for Coos Co., Oregon

My Commission Expires Commission Expires Sept 7, 1974
This agreement, made by and between Coos-Curry Electric Cooperative, Inc., an Oregon Cooperative Association (hereinafter called the Cooperative), and the undersigned Member-User, WITNESSETH:

The Cooperative shall furnish, and maintain electrical distribution facilities, single or three phase as required by consumer, on property being described as follows:

1. To become a member of the Cooperative and pay necessary membership fees. To pay a $100.00 consumer deposit, and on residential rates, which shall remain as a deposit during such time as electric service is connected to Member-User.

2. To pay for electric power furnished at scheduled (residential rates, as established from time to time by the Board of Directors of the Cooperative, but not less than the maximum of $11.00 per month.

3. To be bound by the regulations of the Cooperative as adopted by the Board of Directors from time to time.

4. To provide or cause to be provided, all necessary rights-of-way assessments required by the Cooperative in connection with construction of any electric lines to serve undersigned Member-User.

5. To agree to clearing of all necessary rights-of-way of all trees, brush, leaning and danger trees which may be a hazard to construction and operation of electric lines serving the undersigned Member-User.

6. That this agreement shall be binding upon the respective parties to this agreement and their respective heirs, executors, administrators, successors and assigns.

This agreement shall become effective on the date service is made available by the Seller to the Consumer, regardless of whether the consumer actually uses the energy, and shall be billed at least the minimum bill as soon as the seller is able to deliver the electric service, for period of not less than five years, and thereafter at current rates until terminated by either party, giving the other thirty days notice in writing.

The undersigned Member-User agrees:

To pay to Cooperative in aid of construction, the sum of $2000.00, which sum shall be paid forthwith upon the signing of this agreement and which sum shall not be refundable by Cooperative to Member.

DATED this 12th day of Sept., 1977

COOS-CURRY ELECTRIC COOPERATIVE, INC.
By
Authorized Representative
W. A. Cook, General Manager

MEMBER-USER
Bonnie M. Hill
WIFE

STATE OF OREGON

County of Coos

BE IT REMEMBERED, that on this 12th day of Sept., 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the person hereinbefore described in and who executed the above instrument and acknowledged to me that he executed the same freely and voluntarily.

Notary Public for Oregon
My Commission Expires

RECORDED DEC 12 1977 At 9:05
Mary Ann Wilson, County Clerk

17054
CONTRACT AND GRANT OF EASEMENT

Access Road

THIS AGREEMENT made this 2ND day of January, 1975,
between DONNIE H. HILL,

the Grantor, whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Bonneville
Power Administration, pursuant to the Bonneville Project Act, Act of August 20, 1937, Ch. 702, 50 Stat. 731,
18, 1974, P.L. 93-454, 88 Stat. 1378; 16 U.S.C. 838 (Supp IV); the Department of Energy Organization Act,
approved August 4, 1977 (P.L. 95-90); and the Pacific Northwest Electric Power Planning and Conservation
Act, approved December 5, 1980 (P.L. 96-560),

WITNESSETH:

That the parties hereto covenant and agree as follows:

The Grantor, for and in consideration of the sum of TWO HUNDRED DOLLARS AND 00/100
(200.00) and the provisions contained in this agreement, hereby grants and conveys to the United States of America a perpetual, non-exclusive easement for access road purposes in, upon, and across the following-described land of the
Grantor to wit: Portions of an existing road, 20 feet wide, approximately 50 feet long, and 360 feet long, respectively, ever and across that portion of the NWNEK
and 1/8th of Section 31, Township 26 South, Range 32 West, Willamette Meridian,
Coom County, Oregon as shown on Exhibit A attached hereto and by this reference
made a part hereof.

The Grantor shall include the right to enter and to locate, construct, use, maintain, repair, and rebuild
the road or roads, together with ditches and fills as needed.

The Grantor reserves the right to use the access for ingress and egress insofar as the same is
located on the land of the Grantor, such reserved right to be exercised in a manner that will not interfere
with the use of the access by the United States.

The United States shall repair damages to the access caused by or arising out of its use thereof.

The above-listed access may be used for access to and from any existing or future transmission
facilities of the United States which have been or may be constructed adjacent or nearly adjacent thereto.

Notice of acceptance of this Instrument by the United States shall be given to the Grantor at
Grantor's last known address within six months from date of last notarized Grantor's signature or this offer
shall be void. Upon the issuance of such notice, the United States shall have the right to immediately exer-
cise the rights granted herein.
The rights granted herein are subject to easements of record and mineral rights of third parties.

In addition to the consideration recited herein, the United States shall repair or make compensation for damage to agricultural crops, fences, and irrigation and drainage systems within the easement area that occurs as a result of and during construction, reconstruction, removal, or maintenance activities. Payment for such damage shall be made on the basis of a damage estimate approved by the United States.

The Grantor agrees to satisfy of record such encumbrances, including taxes and assessments, as may be required by the United States and to obtain such curative evidences of title as may be requested by the United States.

The United States shall pay all costs incidental to the preparation and recording of this instrument and for the procurement of the title evidence.

The Grantor covenants to and with the United States that the Grantor is lawfully seized and possessed of the land aforesaid, with a good and lawful right and power to sell and convey the same; that the land is free and clear of encumbrances, except as herein provided; and that the Grantor will forever warrant and defend the title to the rights granted herein and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

The provisions herein shall issue to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Grantor and upon the assigns of the United States.

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation or company for its general benefits.


Signed:

By

Title: Chief, Acquisition Section


Signed:

By

Title:


Signed:

By

Title:


Signed:

By

Title:


Signed:

By

Title:


Signed:

By

Title:


Signed:

By

Title:


Signed:

By

Title:
On this 2nd day of January, in the year of 1985, before me personally appeared
Kenny L. Hill

known to me to be the individual(s) and person(s) who executed and whose name(s) is/are subscribed

to the within instrument, and acknowledged to me that she signed and executed the same as

free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal on the day written above.

Nancy E. Hindin
Notary Public in and for the
State of Oregon
Residing at 231 Dunes Road, North Bend, Oregon 97459
My commission expires 12/23/87
PERSONAL ACKNOWLEDGMENT
Washington, Oregon, Idaho, Montana, and California

State of Oregon
County of Multnomah

On this 21st day of March, in the year of 1985 before me personally appeared M. Groves, known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) M. Groves subscribed to the within instrument and who acknowledged to me that he/she executed the same as her voluntary act and deed for the uses and purposes therein mentioned.

[Signature]
Notary Public in and for the State of Oregon
Residing at Portland
My commission expires 8-13-88

RECORDED BY
TICOR TITLE INSURANCE
Clackamas County Branch
49-1144
CONTRACT AND GRANT OF EASEMENT
Access Road

THIS AGREEMENT, made this 31st day of December, 1964,

between CLYDE G. HILL,


WITNESSETH:

That the parties hereto covenant and agree as follows:

The Grantor, for and in consideration of the sum of SEVEN HUNDRED FIFTY AND 00/100

dollars ($750.00) and the provisions contained in this agreement, hereby grants and conveys to the United States of America a perpetual, non-exclusive easement for access road purposes in, upon, and across the following-described land of the

grantor's title:

Portions of an existing road, 20 feet wide, approximately 1250 feet long and 210 feet long, respectively, over and across a portion of the NW 1/4 and SE 1/4 of section 31, Township 25 South, Range 12 West, Willamette Meridian, Cowlitz County, Oregon as shown on Exhibit A attached hereto and by this reference made a part hereof.

The grant shall include the right to enter and to locate, construct, use, maintain, repair, and rebuild the road or roads, together with cuts and fills as needed.

The Grantor reserves the right to use the access for ingress and egress insofar as the same is located on the land of the Grantor, such reserved right to be exercised in a manner that will not interfere with the use of the access by the United States.

The United States shall repair damaged to the access caused by or arising out of its use thereof.

The above-listed access may be used for access to and from any existing or future transmission facilities of the United States which have been or may be constructed adjacent or nearby adjacent thereto.

Notice of acceptance of this instrument by the United States shall be given to the Grantor at Grantor's last known address within six months from date of last notarized Grantor's signature or this offer shall be void. Upon the issuance of such notice, the United States shall have the right to immediately exercise the rights granted herein.
The rights granted herein are subject to easements of record and mineral rights of third parties.

In addition to the consideration recited herein, the United States shall repair or make compensation for damage to agricultural crops, fences, and irrigation and drainage systems within the easement area that occurs as a result of and during construction, reconstruction, removal, or maintenance activities. Payment for such damage shall be made on the basis of a damage estimate approved by the United States.

The Grantor agrees to satisfy all such encumbrances, including taxes and assessments, at may be required by the United States and to obtain such curative evidences of title as may be requested by the United States.

The United States shall pay all costs incidental to the preparation and recordation of this instrument and for the procurement of the title evidence.

The Grantor covenants to and with the United States that the Grantor is lawfully seized and possessed of the land described, with a good and lawful right and power to sell and convey the same; that the land is free and clear of encumbrances, except as herein provided; and that the Grantor will forever warrant and defend the title to the rights granted herein and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Grantor and upon the assigns of the United States.

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

Accepted for the
UNITED STATES OF AMERICA

By

Title

Chief, Acquisition Section

Thad No. C-MT-AR-11-2, P.7
C-MT-AR-11-1, P.4

DPM: 9-13, DEPARTMENT OF ENERGY, BONNEVILLE POWER ADMINISTRATION
State of [IDENTITY]  
County of [COUNTY]

On this 27th day of December, 1967, before me personally appeared [IDENTITY], 
known to me to be the individual(s) and person(s) who executed and whose name(s) subscribed 
to the within instrument, and acknowledged to me that [IDENTITY] signed and executed the same as 
[IDENTITY] true and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal on the day written above.

[Signature]
Notary Public in and for the 
State of [IDENTITY]
Residing at [ADDRESS]
My commission expires [DATE]
PERSONAL ACKNOWLEDGMENT
Washington, Oregon, Idaho, Montana, and California

State of Oregon
County of Multnomah

On this 21st day of March, 1985, before me personally appeared M. Goosy, known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledged to me that he or she executed the same as her voluntary act and deed for the uses and purposes therein mentioned.

[Signature]
Notary Public in and for the State of Oregon
Residing at Portland
My commission expires 8-11-86

RECORDED BY
TITLE INSURANCE
Coe County Branch
49-152
RIGHT OF WAY EASEMENT

THE GRANTOR, BONNIE M. HILL 1700 BOONE CREEK RD COOS BAY, OREGON 97420

For a valuable consideration conveys and warrants to General Telephone Company of the Northwest, Inc., a corporation, and to its successors or assigns, and licensees and other persons as may be authorized by General Telephone Company of the Northwest, Inc., a perpetual right of way and easement over, under, above, and across the following described property:

TO WIT: THIS IS A REQUEST TO BURY TELEPHONE CABLE ON YOUR EXISTING PRIVATE ROAD

IN THE N.E. QUARTER OF TOWNSHIP 26, RANGE 12, SECTION 31.

County of: COOS State of: OREGON

Together with the right to install, inspect, and maintain all of the facilities necessary to provide communication service, located on said right of way and easement, including the trimming or removal of any brush, shrubs, or other objects that may interfere with the construction, maintenance and operation of said services.

DATED THIS 29th day of November, 1987

Mortgagee

By It's Grantor

(Corporate Seal)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON

County of COOS

On this 29th day of November, 1987, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn personally appeared Bonnie M. Hill, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate.

[Signature]

Notary Public in and for the State of Oregon
Residing at Coos Bay, OR

MORTGAGEE CORPORATION ACKNOWLEDGMENT

STATE OF OREGON

County of COOS

On this 29th day of November, 1987, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn personally appeared Mary Ann Wilson, to me known to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed for the purposes therein mentioned, and on oath stated the said instrument and that the seal affixed is:

WITNESS my hand and official seal hereto affixed above written.

[Signature]

Mary Ann Wilson, County Clerk, certify the within instrument was filed for record at

JAN 13 2:30pm 89

By Deputy

[Signature]

JAN 14 1989
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, for a good and valuable consideration, receipt thereof acknowledged, do hereby grant unto COOS-CURRY ELECTRIC COOPERATIVE, INC., a cooperative corporation whose post office address is P.O.B. 1268, Port Orford, Oregon, and to its successors or assigns, the right to enter upon the land of the undersigned, situated in the County of Coos, State of Oregon, as described in the official County Records at Instrument No. 1835, being located in Township 26 South, Range 12 West, Section 31A, and more particularly described as follows:

The Northeast quarter (NE ¼) of Section thirty one (31) Township twenty-six (26) South, Range Twelve (12) West of Williamette Meridian, Coos County, Oregon

26-12-31A

Lot 101

Yakima

and to construct, reconstruct, operate and maintain on the above described land and/or upon all streets, roads or highways abutting said land, an electric transmission or distribution line or system.

☐ OVERHEAD SYSTEM:

☐ UNDERGROUND SYSTEM:

To remove and trim trees and brush within 10 feet of electric facilities and to remove all dead, weak, leaning and other dangerous trees beyond that distance which are tall enough to strike the facilities in falling. Also, to require that no fence or structure be constructed within 10 feet of the base of any pole.

To remove and trim trees and brush within 10 feet of electric facilities and to require that no structure, foundation, pad driveway and the like be constructed over the facilities. Also, no fence should come closer than 5 feet from the boundaries of the facility.

Owner's covenant that they, their heirs, successors & assigns shall not site fences or structures upon this right-of-way that attach to or interfere with access to the electric facilities or violate the clearance provisions of the then current edition of the National Electrical Safety Code. Further, the undersigned covenant they are owners of the above described land and that said lands are free and clear of all encumbrances and liens whatsoever character, except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands this 1st day of May, 1995.

OWNER SIGNATURE(S):

Bennie M. Hill

STATE OF OREGON

County of Coos

BE IT REMEMBERED on this 1st day of May, 1995, personally appeared the within named Bennie M. Hill and acknowledged to me that she executed the foregoing freely and voluntarily.

Eartha W. Williamson

Notary Public for Oregon

My Commission Expires: 8/10/97

County Seal - DO NOT WRITE IN THIS SPACE!
EASEMENT

Clyde Hill (the Grantor) conveys to SHANE JOHNSON and TRACY JOHNSON, their successors and assigns (the Grantees) a perpetual, nonexclusive easement across certain real property owned by the Grantor, more particularly described as:

(16-16-31 A TL 102)

DESCRIPTION EASEMENT

Being located in the NE ¼ of Section 31, Township 16 South, Range 12 West of the Willamette Meridian, Coos County, Oregon

A 20 foot wide easement for ingress, egress and utilities being 10 feet in width on both sides of the following described easement:

Beginning at a point on the traveled centerline of Boone's Creek County Road, which bears North 25° 57' 02" East a distance of 931.18 feet from the 2nd iron pipe and Brass Cap (as described on C.S. 17-A-194 and in Book 20, Page 47, Coos County Surveyor's Office) found at the Center ¼ Corner of said Section 31; Thence following the centerline of an existing gravel drive, North 02° 39' 30" West for a distance of 106.04 feet; thence North 08° 01' 21" West for a distance of 125.06 feet; thence leaving said gravel drive, North 35° 54' 31" West for a distance of 148.37 feet; thence North 57° 07' 47" West for a distance of 77.16 feet; thence North 76° 51' 35" West for a distance of 72.71 feet; thence North 57° 43' 21" West for a distance of 31.16 feet; thence North 32° 31' 46" West for a distance of 98.57 feet; thence North 54° 02' 21" West for a distance of 200 feet.

The easement shall be for the use of the road that exists on said property from existing driveway of Clyde Hill off 16-16-31 A TL 102. The easement shall be for the purpose of providing a permanent means by which Grantees, their successors and assigns can access parcel 26-12-31 TL 200 for residential use from existing driveway of Grantor.

Grantor retains all ownership rights to the above-referenced driveway and property already in Grantor's name. The Grantees shall maintain the existing driveway and access road from Boone Creek Rd to the southern line of parcel 26-12-31 TL 200 at a standard that is equivalent to the date on this agreement. This shall include normal maintenance of existing driveway and installation and maintenance of future driveway as described above easement. This maintenance agreement will be in effect for the duration Clyde Hill or successors retain ownership of 26-12-31 A TL 102. If Grantor assigns ownership to another party other than Grantor's successors, all parties shall share equally the responsibility for the cost of upkeep and maintenance of existing driveway. Grantees shall forever be responsible for maintenance of a new driveway that connects to the southern line of parcel 26-12-31 TL 200.

The true and actual consideration paid for this transfer is the sum of $10 (ten dollars).
Dated this 21st day of May, 2001

STATE OF OREGON )
COUNTY OF COOS )

Clyde Hill (Grantee)

This instrument was acknowledged before me on May 21, 2001 by Clyde Hill.

Vicki Rossback
Notary Public of Oregon
My Commission Expires: July 1, 2003

Dated this ___ day of May, 2001

STATE OF OREGON )
COUNTY OF COOS )

Shane Johnson (Grantee)
Tracy Johnson (Grantee)

This instrument was acknowledged before me on May 1, 2001 by Shane Johnson and Tracy Johnson.

Lisa Summa
Notary Public of Oregon
AFTER RECORDING RETURN TO:
Stuntzer Engineering and Forestry L.L.C.
P.O. Box 118
Cocos Bay, Oregon 97420

SEND TAX STATEMENT TO:
Clyde G. Hill
94446 Boone Creek Lane
Cocos Bay, Oregon 97420

RECORDED BY
FIRST AMERICAN TITLE
1060659 VR

CONSIDERATION: NONE

PROPERTY LINE ADJUSTMENT DEED

CLYDE G. HILL AND LAURIE J. HILL, AS TENANTS BY THE ENTIRETY,
GRANTORS, are the owners of certain real property located in the Northeast Quarter
(NE1/4) of Section 31, Township 26 South, Range 12 West of the Willamette Meridian,
Coos County, Oregon, as more particularly described in Bargain and Sale Deed 2007-5556,
Deed Records of Coos County, Oregon.

CLYDE G. HILL, GRANTEE, is the owner of certain real property located in the
Northeast Quarter (NE1/4) of Section 31, Township 26 South, Range 12 West of the
Willamette Meridian, Coos County, Oregon, as more particularly described in Bargain
and Sale Deed 2007-5018, Deed Records of Coos County, Oregon.

The Grantors/Grantee share a common boundary and wish to adjust that
boundary. The adjusted line is described as follows:

Beginning at a 5/8" iron rod set per Coos County Survey 17B73, said iron rod marking
the Center-North 1/16 corner of Section 31, Township 26 South, Range 12 West,
Willamette Meridian, Coos County, Oregon, thence along the adjusted line South
54°00'23" East 188.80 feet to a 5/8" iron rod;
Thence North 14°26'39" West 128.03 feet;
Thence North 1°30'36" West 493.60 feet to a 5/8" iron rod;
Thence North 87°47'00" East 540.00 feet to a 5/8" iron rod;
Thence continuing North 87°47'00" East 13.53 feet, more or less, to the East boundary
of that parcel described per Deed Inst. #2007-5556 and the end of the adjusted line.

The Grantors convey to the Grantee the following described property:

Beginning at a 5/8" iron rod set per Coos County Survey 17B73, said iron rod marking
the Center-North 1/16 corner of Section 31, Township 26 South, Range 12 West,
Willamette Meridian, Coos County, Oregon, thence South 54°00'23" East 188.80 feet to
a 5/8" iron rod;
Thence North 14°26'39" West 128.03 feet;
Thence North 1°30'36" West 493.60 feet to a 5/8" iron rod;

HILL PROPERTY LINE ADJUSTMENT DEED
Thence North 87°47'00" East 540.00 feet to a 5/8" iron rod; 
Thence continuing North 87°47'00" East 13.53 feet, more or less, to the East boundary 
of that parcel described per Deed Inst. #2007-5556. 
Thence along the East boundary of that parcel, South 2°13'00" East 397.71 feet, more 
or less, to a 5/8" iron rod marking the Northeast corner of that parcel conveyed to 
Gerald Carl and Mary Louise Napier per instrument recorded in Microfilm No. 68-10- 
33206, Deed Records of Coos County, Oregon; 
Thence along the Northerly line of said Napier parcel, South 80°27' West 283.35 feet to 
the Northwest corner of said Napier parcel; 
Thence South 10°05' East 587.02 feet along the Westerly line of said Napier parcel to a 
3/4" iron pipe at the Southwest corner of said Napier parcel; 
Thence South 87°00' West 235 feet; 
Thence North 48°00' West 17 feet; 
Thence North 52°15' West 80 feet; 
Thence North 40°15' West 200 feet; 
Thence North 19°30' West 145 feet to a point on the North-South center line of said 
Section 31, the Southwest corner of that parcel described per Deed Inst. #2007-5556; 
Thence Northerly along the North-South centerline of said Section 31 to the point of 
beginning.

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST 
FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

GRANTOR/GRANTEE

[Signature]

CLYDE G. HILL

GRANTOR

[Signature]

LAURIE J. HILL

HILL PROPERTY LINE ADJUSTMENT DEED

COOS COUNTY CLERK, OREGON TOTAL $36.00 06/29/2007 #2007-8770 
TERRI L. TURI, CCC, COUNTY CLERK 03:22PM 2 OF 3
STATE OF OREGON
COUNTY OF COOS

This instrument was acknowledged before me this 28th day of June, 2007 by Clyde G. Hill.

Notary Public for OREGON

[Signature]
Notary Public

STATE OF OREGON
COUNTY OF COOS

This instrument was acknowledged before me this 28th day of June, 2007 by Laurie J. Hill.

Notary Public for OREGON

[Signature]
Notary Public

HILL PROPERTY LINE ADJUSTMENT DEED

COOS COUNTY CLERK, OREGON TOTAL $36.00
TERRI L. TURI, CCC, COUNTY CLERK

06/29/2007 #2007-8770
03:22PM 3 OF 3

David Williams
Print Job Page 14 07/28/2014
Reciprocal Easement

Between
Andrew McCaffree
94489 Boone Creek Lane
Coos Bay, OR 97240

And
Shane R. Johnson
94443 Boone Creek Lane
Coos Bay, OR 97420

After recording, return to:
Shane R. Johnson
94443 Boone Creek Lane
Coos Bay, OR 97420

THIS AGREEMENT made and entered into on __7-27-09__, by and between ______Andrew McCaffree__________, hereinafter called the first party, and ______Shane R. Johnson__________, hereinafter called the second party:

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

SEE EXHIBIT “A”

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and the second party is the record owner of the following described real property in that country and state, to-wit:

SEE EXHIBIT “B”

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 $______ by the second party to the first party paid, the receipt of which is acknowledged by the first party it is agreed:

The first party hereby grants, assigns and sets over to the second party and the second party hereby grants, assigns and sets over to the first party, a reciprocal easement, to-wit:

SEE EXHIBIT “C”
Both the first party and 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 each 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, each party shall have the full use and control of their above described real estate.

Both parties agree to save and hold each other harmless from any and all claims of third parties arising from the either party's use of the rights herein granted.

The period of this easement shall be perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

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

SEE EXHIBIT "C"

and each party's right of way shall be parallel with the center line and not more than 25 feet distant from either side thereof.

During the existence of this easement, maintenance of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, 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 responsible for _____%, and the second party responsible for 100%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, holders of an interest in the easement who 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 inure to the benefit of, as the circumstance may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns and successors in interest.

In construing 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 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 the day and year first written above.

Andrew McCaffree

FIRST PARTY

STATE OF OREGON, County of Coos ss.

This instrument was acknowledged before me on 1-27-09

by Andrew McCaffree

Shane R. Johnson

SECOND PARTY

STATE OF OREGON, County of Coos ss.

This instrument was acknowledged before me on 1-27-09

by Shane R. Johnson

COOS COUNTY CLERK, OREGON

TOTAL $51.00

TERRI L. TURI, CCC, COUNTY CLERK

01/28/2009 #2009-717
09:56AM 3 OF 6
EXHIBIT "A"

LEGAL DESCRIPTION:

Beginning at an iron pipe located North 795.64 feet and East 429.01 feet from the iron pipe at the center of Section 31, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence North 75° 31' 30" East a distance of 416.66 feet to an iron pipe; thence North 21° 32' West 568.07 feet to an iron pipe; thence South 80° 27' West 283.37 feet to an iron pipe; thence South 10° 05' East 587.02 feet to the point of beginning, being a portion of the Northeast quarter of said Section 31.
EXHIBIT "B"

LEGAL DESCRIPTION:

A parcel of land located in portions of the Northeast quarter of Section 31, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more specifically described as follows:

Beginning at an iron pipe located North 795.64 feet and East 429.01 feet from the iron pipe at the center of Section 31, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence North 75° 31' 30" East a distance of 416.86 feet to an iron pipe; thence North 23° 32' West 6 feet to the centerline of Boone Creek and the true point of beginning, said true point of beginning also being on the Easterly boundary of that parcel conveyed to Gerald Carl and Mary Louise Napier in Instrument recorded as Microfilm No. 68-10-33200, Records of Coos County, Oregon; thence North 23° 32' West 562.07 feet along the Easterly boundary of said Napier tract to an iron pipe at the Northeast corner of said Napier tract; thence North 2° 13' West 1,148.91 feet, more or less, to the North line of said Section 31; thence Easterly 753 feet along the North line of said Section 31; thence South 2° 13' East 1,685 feet, more or less, to the centerline of Boone Creek; thence Westerly 593 feet, more or less, along the centerline of Boone Creek, to the true point of beginning.

SAVE AND EXCEPT therefrom any portion lying within the limits of public road rights of way.
Exhibit "C"

Being located in the Northeast 1/4 of Section 31, Township 26 South, Range 12 W.W.M., Coos County, Oregon

A 50 foot wide easement for ingress, egress and utilities, being 25 feet in width on both sides of the following described centerline:

Beginning at a 5/8" iron rod which bears North 42° 51' 32" East a distance of 1289.30 feet from the 2" BCIP which marks the Center 1/4 Corner of Section 31, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, said point being on the Northerly line of the Boone Creek Lane right-of-way:

thence North 29° 41' 36" West for a distance of 194.00 feet; thence North 03° 02' 44" West for a distance of 120.50 feet, the outer edges of this easement being either lengthened or shortened to meet the Northerly line of the Boone Creek Lane right-of-way.

07-05-959B

COOS COUNTY CLERK, OREGON TOTAL $51.00 01/28/2009 #2009-717
TERRI L. TURI, CCC, COUNTY CLERK 09:56AM 6 OF 6
STATE OF OREGON,
County of ________________________

I certify that the within instrument was received for recording on ________________
at ___________ o'clock ________ M., and recorded in
book/reel/volume No. __________ on page __________
and/or as fee/file/instrument/microfilm/reception
No. __________, Records of this County.

Witness my hand and seal of County affixed.

__________________________
NAME

__________________________
TITLE

__________________________
By _________________________, Deputy.

THIS AGREEMENT made and entered into on JANUARY 16, 2009, by and
between ________________________, CLYDE G. HILL
hereinafter called the first party, and
______________________________, SHANE R. JOHNSON
hereinafter called the second party, WITNESSETH:

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

SEE EXHIBIT "A"

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and the second party is the record
owner of the following described real property in that county and state, to-wit:

SEE EXHIBIT "B"

NOW, THEREFORE, in view of the premises and in consideration of $ ____________________________ by the second party to the
first party paid, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to-wit:

SEE EXHIBIT "C"

COOS COUNTY CLERK, OREGON TOTAL $46.00
TERRI L. TURL, CCC, COUNTY CLERK 01/28/2009 #2009-718
09:58 AM 1 OF 5

(INSERT FULL DESCRIPTION OF THE NATURE AND TYPE OF EASEMENT GRANTED BY THE FIRST PARTY TO THE SECOND PARTY)
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 agrees to save and hold the first party harmless from any and all claims of third parties arising from the second party's use of the rights herein granted.

The period of this easement shall be __________ PERPETUITY, always subject, however, to the following specific conditions, restrictions and considerations:

COOS COUNTY CLERK, OREGON  TOTAL $46.00 01/28/2009  #2009-718
TERRI L. TURI, C.C. COUNTY CLERK 09:58AM 2 OF 5

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

SEE EXHIBIT "C"

and the 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, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, 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 responsible for ______% and the second party responsible for ______%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, holders of an interest in the easement who 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 be to the benefit of, as the circumstances may require, not only the parties herein but also their respective heirs, executors, administrators, assigns, and successors in interest.

In construing 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.

________________________  ____________________________
CLYDE G. HILL  2062 ASH ST, NORTH BEND, OR 97459
RENT PARTY

STATE OF OREGON, County of Coos
This instrument was acknowledged before me on 1/26/09 by
Clyde G. Hill

________________________  ____________________________
SHANE R. JOHNSON, 94443 BOONE CREEK LANE, COOS BAY, OR 97420
SECOND PARTY

STATE OF OREGON, County of Coos
This instrument was acknowledged before me on 1/26/09 by
Shane R. Johnson

________________________  ____________________________
Notary Public for Oregon
My commission expires 12-30-13

________________________  ____________________________
Notary Public for Oregon
My commission expires 12-30-13

________________________  ____________________________
Notary Public for Oregon
My commission expires 12-30-13

________________________  ____________________________
Notary Public for Oregon
My commission expires 12-30-13
LEGAL DESCRIPTION

Legal description for a parcel of land located in the Northeast ¼ of Section 31, Township 26 South, Range 12 West, W.M., Coos County, Oregon, being more particularly described as follows:

Beginning at a 2" iron pipe at the Section corner common to Sections 29, 30, 31 and 32;
Thence along the East boundary line of said Section 31 South 01° 42' 37" East 1174.73 feet to a monument established in Coos County Record Survey CS #17A151;
Thence leaving said East boundary line North 85° 34'16" West 744.71 feet to a monument established in said survey CS #17A151;
Thence South 01° 42' 37" East 580.00 feet to a monument established in said Survey CS #17A151;
Thence South 01° 42' 37" East 40.00 feet to the centerline of Boone Creek;
Thence Westerly along the centerline of Boone Creek 424.72 feet, more or less, to the Southeast corner of that parcel of land described in Coos County Deed Records Instrument #82-5-4765;
Thence leaving said creek centerline North 02° 11' 30" East along the East boundary line of said parcel of land described in Deed Instrument #82-5-4765 for 1685.00 feet, more or less, to a point on the North boundary line of said Section 31, said point also being the Northeast corner of that parcel of land described in said Deed Instrument #82-5-4765;
Thence along said North boundary line North 88° 19' 23" East 1178.19 feet, more or less, to the Point of Beginning.

Said parcel being described containing 34.48 acres more or less.

Note: The basis of bearing for this legal description is from Coos County Record Survey CS #17A141 along the East boundary line of said Section 31.
EXHIBIT "B"

LEGAL DESCRIPTION:

A parcel of land located in portions of the Northeast quarter of Section 31, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more specifically described as follows:

Beginning at an iron pipe located North 795.64 feet and East 429.01 feet from the iron pipe at the center of Section 31, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence North 25° 31' 30" East a distance of 416.66 feet to an iron pipe; thence North 23° 32' West 6 feet to the centerline of Boone Creek and the true point of beginning, said true point of beginning also being on the Easterly boundary of that parcel conveyed to Gerald Carl and Mary Louise Naylor in Instrument recorded as Microfilm No. 68-10-33206, Records of Coos County, Oregon; thence North 23° 32' West 562.07 feet along the Easterly boundary of said Naylor tract to an iron pipe at the Northeast corner of said Naylor tract; thence North 2° 13' East 1,140.81 feet, more or less, to the North line of said Section 31; thence Easterly 753 feet along the North line of said Section 31; thence South 2° 13' East 1,685 feet, more or less, to the centerline of Boone Creek; thence Westerly 593 feet, more or less, along the centerline of Boone Creek, to the true point of beginning.

SAVE AND EXCEPTION therefrom any portion lying within the limits of public road rights of way.
Exhibit "C"

Being located in the Northeast 1/4 of Section 31, Township 26 South, Range 12 W.W.M., Coos County, Oregon

A 50 foot wide easement for ingress, egress and utilities, being 25 feet in width on both sides of the following described centerline:

Beginning at a 5/8" iron rod which bears North 52° 22' 59" East a distance of 1698.08 feet from the 2" BCIP which marks the Center 1/4 Corner of Section 31, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, said point being on the traveled centerline of Boone Creek Lane:

thence North 07° 08' 57" East for a distance of 48.91 feet to a 5/8" iron rod; thence along a curve to the right, having a radius of 359.57 feet, through a central angle of 23° 33' 51", the long chord of which bears North 18° 55' 53" East for a distance of 146.84 feet to a 5/8" iron rod; thence North 30° 42' 48" East for a distance of 121.32 feet to a 5/8" iron rod; thence along a curve to the left, having a radius of 144.20 feet, through a central angle of 79° 81' 59", the long chord of which bears North 09° 03' 11" West for a distance of 184.48 feet to a 5/8" iron rod; thence North 48° 49' 11" West for a distance of 46.63 feet to a 5/8" iron rod on the East line of that parcel as described in Coos County Document # 2007-7637, the outer edges of this easement being either lengthened or shortened to meet said East line.