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 ministerial1 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: PHILLIP E. & JUDITH Y. THOMPSON  Telephone: 541-269-1853
Address: 93453 WOODRUFF LN  State: OR  Zip Code: 97420
City: Coos Bay

B. Applicant/Owner:

Name: OREGON CHOPSTICKS LLC  Telephone: 541-430-5194
Address: P.O. BOX 1722
City: WINCHESTER  State: OR  Zip Code: 974

C. Property Descriptions:

Property #1  
Township 26S  Range 13W  Section 11-80  Tax Lot 00200
Tax Account 519902  Lot Size 0.44 Ac  Zoning District R2

Property #2  
Township 26S  Range 13W  Section 11-80  Tax Lot 00100
Tax Account 520100  Lot Size 25.00 Ac  Zoning District R2

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.

[Signature]

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.

X Philip E. Thompson
Applicant(s) Original Signature

7-2-14
Date

X Judith Y. Thompson
Applicant(s) Original Signature

7-2-14
Date

X [Signature]
Agent Oregon Chopsticks, LLC

8-8-14
Date

Updated 7/14
Proposed Adjusted Area from TL 100 to TL 200
0.70 AC +/-

TL 800

Water Supply - CB W8-WB (Above Drainage)
STATUTORY WARRANTY DEED

Rick Spring, Grantor, conveys and warrants to Oregon Chopsticks LLC, 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. The 2013/2014 Taxes, a lien not yet payable.
2. 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 $195,000.00. (Here comply with requirements of ORS 91.030)
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 13 day of Sept., 2013.

[signature]

Rick Spring

STATE OF Oregon

County of Coos

This instrument was acknowledged before me on this 13 day of Sept., 2013 by Rick Spring.

[Seal]

VICKI R. ROSSBACK
NOTARY PUBLIC-OREGON
COMMISSION NO. 459990
MY COMMISSION EXPIRES JULY 13, 2015

Notary Public for Oregon
My commission expires: 7/13/15
EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Coos, State of Oregon, described as follows:

BEGINNING AT THE QUARTER SECTION CORNER BETWEEN SECTIONS 2 AND 11, TOWNSHIP 26 SOUTH, RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; THENCE WEST 1167.8 FEET ALONG THE SECTION LINE; THENCE SOUTH 0° 07' WEST 1114.6 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION 11; THENCE EAST 569.6 FEET TO THE SOUTHWEST CORNER OF PARCEL DESCRIBED IN BOOK 107, PAGE 420, DEED RECORDS OF COOS COUNTY, OREGON; THENCE NORTH 373.1 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE EAST 583.9 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE NORTH ALONG THE QUARTER SECTION LINE ACCORDING TO THE MURPHY SURVEY 745.8 FEET TO THE PLACE OF BEGINNING.

NOTE: THIS LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 01, 2008.
KNOW ALL MEN BY THESE PRESENTS, that W. J. Leaton and BERNICE H.

LEATON, husband and wife

in consideration of Ten and no/100 ------------------------------- Dollars,

and other valuable consideration

to them sold by Phillip E. Thompson and Judith Y. Thompson, husband

and wife as tenants by the entirety
do hereby grant, bargain, sell and convey unto said Phillip E. Thompson and Judith

Y. Thompson, husband and wife as tenants by the entirety, their

heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances situated

in the County of Coos

and State of Oregon, bounded and described as follows, to-wit:

TRACT ONE

Beginning at a point located South a distance of 1183.9 and

West a distance of 583.9 feet of the 1/4 corner between Sections

2 and 11, Township 26 South, Range 13 WWM, Coos County, Oregon;
thence North 0°-07' East a distance of 123 feet; thence East a distance of 50 feet; thence South 0°-07' East a distance of

123 feet; thence West a distance of 50 feet to the point of begin-

ning,

EXCEPTING AND RESERVING unto George W. Carley and Nellie A. Carley

his wife, their heirs and assigns, hereafter called "Third Parties" full and free right at all times hereafter in common

with all other persons, who may hereafter have the like right

to use a right of way 14 feet wide at the location of the presently

existing roadway, at all times and for all purposes connected with

the use and occupation of the Third Parties' other adjoining lands

in the same on the Easternly side thereof, together with the right to

maintain said right of way.

TRACT TWO

Beginning at the Northeast corner of the property described in a

deed, dated September 14, 1964 between Grantors and Grantees

herein, recorded in Volume 313, Page 231, Deed Records, Coos

County, Oregon; thence East along the North line of said property

herein conveyed to Grantors by Grantors herein, a distance of

50 feet; thence North for a distance of 248.1 feet; thence West

a distance of 50 feet; thence South for a distance of 248.1 feet

to the point of beginning, being a portion of Section 11, Township

26 South, Range 13 WWM, Coos County, Oregon

To Have and to Hold, the above described and granted premises unto the said

Grantees

their

heirs and assigns forever.

And we

the grantors above named do covenant to and with the above named grantees, their

heirs and assigns to

lawfully seize in fee simple of the above granted premises, that the above granted premises

are free from all encumbrances,

and that we will and our heirs, executors and administrators, shall warrant and forever defend the

above granted premises, and every part and parcel thereof, against the lawful claims and demands of all

persons whatsoever.

Witness our hands and seals this 11th day of May 1967.

(Seal)

(Seal)
WARRANTY DEED

FORM NO. 201

STATE OF OREGON
County of Coos

I hereby certify that the within instrument was filed for record

Jan. 23, 1970
and recorded in Book of Records
Microfilm Reel No.
18-6-126665
of said County.
WITNESS my hand and Seal of County attested
By: W. W. Paulson

Clerk
Return to 12177

RECORDED BY
Coos County Clerk
Invoice

Invoice Number: 
Invoice Date: July 23, 2014

Please Pay Before: August 23, 2014
Customer Number: MULCO0047
Your Reference Number: THOMPSON

Remit Payment To:
Ticor Title Company
300 W. Anderson
Coos Bay, OR 97420

Billed To:
Mulkins & Rambo, LLC
PO Box 809
North Bend, OR 97459

Property:
93453 Woodruff
Coos Bay, OR 97420
Coos County

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Lien and Encumbrance Report</td>
<td>100.00</td>
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</tbody>
</table>

Invoice Totals: $100.00
LIEN AND ENCUMBRANCE REPORT

Report No.: 360614011173
Fee: $100.00
Your Reference information: Phillip E. Thompson and Judith Y. Thompson, 93453 Woodruff Ln, Coos Bay, OR 97420

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

Beginning at a point located South a distance of 1116.9 and West a distance of 583.9 feet of the Quarter corner between Sections 2 and 11, Township 26 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence North 0° 07' East a distance of 125 feet; thence East a distance of 50 feet; thence South 0° 07' West a distance of 125 feet; thence West a distance of 50 feet to the point of beginning.

ALSO: Beginning at the Northwest corner of the property described in a Deed, dated September 14, 1964 between Grantors and Grantees herein, recorded in Volume 313, Page 231, Deed Records, Coos County, Oregon; thence East along the North line of said property heretofore conveyed to Grantees by Grantors herein, a distance of 50 feet; thence North for a distance of 248.1 feet; thence West a distance of 50 feet; thence South for a distance of 248.1 feet to the point of beginning, being a portion of Section 11, Township 26 South, Range 13 West of the Willamette Meridian, Coos County, Oregon.

and as of July 21, 2014 at 08:00-AM we find the the last deed of record runs to:

Phillip E. Thompson and Judith Y. Thompson, as tenants by the entirety

We also find the following monetary encumbrances of record:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.

5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2014-2015.

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

END OF EXCEPTIONS

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

Fiscal Year: 2013-2014
Amount: $692.79
Levy Code: 916
Account No.: 519902
Map No.: 26-13-11B TL#200

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

The above information is the result of a limited search requested by the addressee and does not represent a commitment to issue any policy of title insurance. Ticor Title Company shall have no liability for any errors or omissions in this limited search which is utilized for monetary lien information only. No third party shall have any right to rely upon this information for any purpose. Liability in connection with this search is expressly limited to the fee paid.

Ticor Title Company

Ellen Breiter
KNOW ALL MEN BY THESE PRESENTS, That H. J. Leaton and BERNICE H.

LEATON, husband and wife

in consideration of

Ten and no/100 --------------------- Dollars,

and other valuable consideration

to. them paid by Phillip E. Thompson and Judith Y. Thompson, husband

and wife as tenants by the entirety

do hereby grant, bargain, sell and convey unto said Phillip E. Thompson and Judith

Y. Thompson, husband and wife as tenants by the entirety, their

heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances situated

in the County of Coos

and State of Oregon, bounded and described as follows, to wit:

TRACT ONE

Beginning at a point located South a distance of 118.9 and

West a distance of 583.9 feet of the 1/4 corner between Sections

2 and 11, Township 26 South, Range 13 WWM, Coos County, Oregon;

thence North 0°-07' East a distance of 125 feet; thence East

a distance of 50 feet; thence South 0°-07' West a distance of

125 feet; thence West a distance of 50 feet to the point of begin-

ning.

EXCEPTING AND RESERVING unto George W. Carley and Nellie A. Carley

his wife, their heirs and assigns, hereafter called "Third

Parties" full and free right at all times hereafter in common

with all other persons, who may hereafter have the like right

to use a right of way 14 feet wide at the location of the presently

existing roadway, at all times and for all purposes connected with

the use and occupation of the Third Parties' other adjoining lands

and the same on the Easterly side thereof, together with the right to

maintain said right of way.

TRACT TWO

Beginning at the Northwest corner of the property described in a

deed, dated September 14, 1964 between Grantors and Grantees

herein, recorded in Volume 313, Page 231, Deed Records, Coos

County, Oregon; thence East along the North line of said property

hereinafore conveyed to Grantees by Grantors herein, a distance of

50 feet; thence North for a distance of 248.1 feet; thence West

a distance of 50 feet; thence South for a distance of 248.1 feet

to the point of beginning, being a portion of Section 11, Township

26 South, Range 13 WWM, Coos County, Oregon


To Have and to Hold, the above described and granted premises unto the said Grantees

their heirs and assigns forever.

And we

above named do covenant to and with the above named grantees their heirs and assigns that

we lawfully seized in fee simple of the above granted premises, that the above granted premises

are free from all encumbrances,

and that we will and our heirs, executors and administrators, shall warrant and forever defend the

above granted premises, and every part and parcel thereof, against the lawful claims and demands of all

persons whatsoever,

Witnesss our hand and seal this 11th day of May, 1967.

[Signature]

[Seal]

[Signature]

[Seal]
STATE OF OREGON,

County of Coos

BE IT REMEMBERED, That on this 11th day of May, 1967, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named W.J. Leaton and Berlne H. Leaton, husband and wife known to me to be the identical individual 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 affixed my official seal the day and year last above written.

[Signature]

Notary Public for Oregon.

My Commission expires July 28, 1970
LIEN AND ENCUMBERANCE REPORT

Report No.: 360614011173

Your Reference Information: Phillip E. Thompson and Judith Y. Thompson, 93453 Woodruff Ln, Coos Bay, OR 97420

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

Beginning at a point located South a distance of 1118.9 and West a distance of 503.9 feet of the Quarter corner between Sections 2 and 11, Township 26 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence North 0° 07' East a distance of 125 feet; thence East a distance of 50 feet; thence South 0° 07' West a distance of 125 feet; thence West a distance of 50 feet to the point of beginning.

ALSO: Beginning at the Northwest corner of the property described in a Deed, dated September 14, 1964 between Grantors and Grantees herein, recorded in Volume 313, Page 231, Deed Records, Coos County, Oregon; thence East along the North line of said property heretofore conveyed to Grantees by Grantors herein, a distance of 50 feet; thence North for a distance of 248.1 feet; thence West a distance of 50 feet; thence South for a distance of 248.1 feet to the point of beginning, being a portion of Section 11, Township 26 South, Range 13 West of the Willamette Meridian, Coos County, Oregon.

and as of July 21, 2014 at 08:00-AM we find the the last deed of record runs to:

Phillip E. Thompson and Judith Y. Thompson, as tenants by the entirety

We also find the following monetary encumbrances of record:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

July 23, 2014
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.

5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2014-2015.

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

END OF EXCEPTIONS

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

Fiscal Year: 2013-2014  
Amount: $692.79  
Levy Code: 916  
Account No.: 519902  
Map No.: 26-13-11B TL#200

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

The above information is the result of a limited search requested by the addressee and does not represent a commitment to issue any policy of title insurance. Ticor Title Company shall have no liability for any errors or omissions in this limited search which is utilized for monetary lien information only. No third party shall have any right to rely upon this information for any purpose. Liability in connection with this search is expressly limited to the fee paid.

Ticor Title Company

[Signature]

Ellen Breiter
This map is made solely for the purpose of assisting in locating said premises and the Company assumes no liability for the accuracy of the dimensions and locations ascertained by actual survey.
Remit Payment To:
Ticor Title Company
300 W. Anderson
Coos Bay, OR 97420

Billed To:
Mulkins & Rambo, LLC
PO Box 809
North Bend, OR 97459

Please Pay Before: August 23, 2014
Our File Number: 360614011175
Customer Number: MUL0047
Your Reference Number: OREGON CHOPSTICKS

Property:
28-13-11B TL#100
Coos Bay, OR 97420
Coos County

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<td>Lien and Encumbrance Report</td>
<td>100.00</td>
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</tbody>
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Invoice Totals: $100.00
Ticor Title Company
300 W. Anderson
Coos Bay, OR 97420
Phone: (541)269-5127  Fax: (541)267-0990

July 23, 2014

Mulkins & Rambo, LLC
Clyde Mulkins
PO Box 809
North Bend, OR 97459

LIEN AND ENCUMBRANCE REPORT

Report No.: 360614011175  Fee: $100.00
Your Reference Information: Oregon Chopsticks, LLC, 26-13-11B TL#100, Coos Bay, OR 97420

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

Beginning at the Quarter section corner between Sections 2 and 11, Township 26 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence West 1167.8 feet along the Section line; thence South 0° 07' West 1114.5 feet parallel with the West line of said Section 11; thence East 569.6 feet to the Southwest corner of parcel described in Book 107, Page 420, Deed Records of Coos County, Oregon; thence North 373.1 feet to the Northwest corner of said parcel; thence East 583.9 feet to the Northeast corner of said parcel; thence North along the quarter section line according to the Murphy Survey 745.8 feet to the place of beginning.

and as of July 21, 2014 at 08:00-AM we find the the last deed of record runs to:

Oregon Chopsticks LLC

We also find the following monetary encumbrances of record:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2014-2015.

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

   Amount: $50,000.00
   Dated: September 25, 2013
   Trustor/Grantor: Oregon Chopsticks LLC
   Trustee: First American Title
   Beneficiary: Merrill & Ring Forest Products LP
   Recording Date: October 2, 2013
   Recording No: 2013-9645

END OF EXCEPTIONS

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

   Fiscal Year: 2013-2014
   Amount: $1,219.09
   Levy Code: 901
   Account No.: 520100
   Map No.: 26-13-11B TL#100

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

The above information is the result of a limited search requested by the addressee and does not represent a commitment to issue any policy of title insurance. Ticor Title Company shall have no liability for any errors or omissions in this limited search which is utilized for monetary lien information only. No third party shall have any right to rely upon this information for any purpose. Liability in connection with this search is expressly limited to the fee paid.

Ticor Title Company

Ellen Breiter
This map is made solely for the purpose of assisting in locating said premises and the Company assumes no liability for the variations, if any, in dimensions and locations ascertained by actual survey.

TICOR TITLE COMPANY
After recording return to:
Tim Cummins
P.O. Box 1722
Winchester, OR 97467

Until a change is requested all tax statements shall be sent to the following address:
Tim Cummins
P.O. Box 1722
Winchester, OR 97467

File No.: 7131-2147322 (VRR)
Date: September 11, 2013

STATUTORY WARRANTY DEED

Rick Spring, Grantor, conveys and warrants to Oregon Chopsticks LLC, 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. The 2013/2014 Taxes, a lien not yet payable.
2. 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 $195,000.00. (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 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTION 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN CRS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 13 day of Sept, 2013.

Rick Spring

STATE OF Oregon )
County of Coos )ss.

This instrument was acknowledged before me on this 13 day of Sept, 2013 by Rick Spring.

VICKI R ROSSBACK
NOTARY PUBLIC-OREGON
COMMISSION NO. 459990
MY COMMISSION EXPIRES JULY 13, 2015

Notary Public for Oregon
My commission expires: 7/13/15

Page 2 of 3
EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Coos, State of Oregon, described as follows:

BEGINNING AT THE QUARTER SECTION CORNER BETWEEN SECTIONS 2 AND 11, TOWNSHIP 26 SOUTH, RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; THENCE WEST 1167.8 FEET ALONG THE SECTION LINE; THENCE SOUTH 0° 07' WEST 1114.6 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION 11; THENCE EAST 569.6 FEET TO THE SOUTHWEST CORNER OF PARCEL DESCRIBED IN BOOK 107, PAGE 420, DEED RECORDS OF COOS COUNTY, OREGON; THENCE NORTH 373.1 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE EAST 583.9 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE NORTH ALONG THE QUARTER SECTION LINE ACCORDING TO THE MURPHY SURVEY 745.8 FEET TO THE PLACE OF BEGINNING.

NOTE: THIS LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 01, 2008.
After recording return to:
Merrill & Ring Forest Products LP
PO Box 1058
Port Angeles, WA 98362

File No.: 7131-2147322 (VRR)
Date: September 25, 2013

Map/Tax Lot #: 26-13-11BD TL0100
Tax Account #:520100

TRUST DEED
(Assignment Restricted)

THIS DEED OF TRUST, made this Twenty-fifth day of September, 2013, between Oregon Chopsticks LLC, as GRANTOR, and First American Title, as TRUSTEE, and Merrill & Ring Forest Products LP, 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 thereunto 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.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of Fifty Thousand and no/100 dollars ($50,000.00), 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 12/31/2013.

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 issue 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 656.505 to 656.695.

*WARNING: 12 USC 1701/-5 regulates and may prohibit exercise of this option.

Page 1
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 thereon; not to commit or permit any waste of said property.

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

3. To 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 $50,000.00, 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 before 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 purported 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.

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]
Oregon Chopsticks LLC, by Timothy Cummins,
Manager

STATE OF Oregon )
Count of Coos )

This Instrument was acknowledged before me on this 1 day of Oct, 2013 by Timothy Cummins, Manager of Oregon Chopsticks LLC, on behalf of the LLC.

[Signature]
Notary Public for Oregon

My commission expires: 7/13/15
REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

TO: 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: ________________________________

Dated: ________________________________

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.
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Trustor/Grantor: Oregon Chopsticks LLC  
Trustee: First American Title  
Beneficiary: Merrill & Ring Forest Products LP  
Recording Date: October 2, 2013  
Recording No: 2013-9645  

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Amount: $1,219.09  
 Levy Code: 901  
Account No.: 520100  
Map No.: 26-13-11B TL#100  

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