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: Michael McCorrey
Address: P.O. Box 632
City: Myrtle Point
State: OR Zip Code: 97458
Telephone: 541-572-5010

B. Applicant/Owner:
Name: Beaul E. Shawana Allen
Address: 94315 Lower Normal Ln
City: Myrtle Point
State: OR Zip Code: 97458
Telephone: 541-297-4072

C. Property Descriptions:

Property #1
Township 28S Range 12W Section 32C Tax Lot 1201
Tax Account 872914 Lot Size 52.61 Zoning District IND

Property #2
Township 28S Range 12W Section 31 Tax Lot 900
Tax Account 870301 Lot Size 114 Zoning District EFU

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(6), 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.

[Signature]
Applicant(s) Original Signature

9/5/14
Date

[Signature]
Applicant(s) Original Signature

9-5-14
Date
The Oregon Map

New Directions

Copyright 2011 ORMAP. All rights reserved. Wed Sep 3 2014 10:05:08 AM.
STATUS OF RECORD TITLE REPORT

300 W. Anderson, Coos Bay, OR 97420
(541)269-5127  FAX: (541)267-0980

August 29, 2014

TO:   Tony Hostetter
       63538 Pintale Drive
       Coos Bay, OR 97420

Title Number:  360614011348-TTCOO06
Regarding:  Sort-T28-12-32C TIL# 1201
Property Address:  54298 Old Hwy 42
Myrtle Point, Oregon 97458

County:  Coos
Dated As Of:  August 27, 2014, 08:00-AM

PROPERTY

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

PARCEL 1: A parcel of land situated in the South 1/2 of Section 32, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at a point on the North and South 1/4 line through said Section 32, which point is 251.0 feet North of the quarter Section corner on the South boundary of said Section 32, and running thence North 00°34' East 9.0 feet to an iron pipe; thence continuing the same bearing an additional 364.6 feet to an iron pipe; thence North 52°02' East 92.1 feet to the Southwesterly right of way line of the Southern Pacific Railroad; thence North 42°17' West 2,064.8 feet along said right of way line to a point on the West boundary line of the NE 1/4 of the SW 1/4 of said Section 32; thence South 1°27' West along the said West boundary line 800 feet, more or less, to the Southwest corner of said NE 1/4 of the SW 1/4 of Section 32; thence West 800 feet, more or less, along the North boundary line of Government Lot 2 in said Section 32 to the right bank of the Coquille River; thence upstream along said right bank South 26°08' East 275 feet, more or less, to an iron rod; thence continuing along said bank South 24°22' East 273.8 feet to an iron pipe; thence leving said river, North 79°25' East 165.7 feet to an iron rod; thence South 54°02' East 663.5 feet to an iron rod; thence South 54°28' East 1,256.3 feet to the point of beginning.


PARCEL 2: A parcel of land situated in the SE 1/4, SW 1/4 and Government Lot 2 of Section 32, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon and in Government Lot 11 of Section 5 of Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, described as follows: Beginning at a point in the center of a Drainage Creek which lies South 00°34' East 9.0 feet and North 74°28' West 485.0 feet from an iron pipe witness corner on the North and South quarter line through said Section 32, and said pipe is North 00°34' East 260.0 feet from the quarter Section corner on the South boundary of said Section 32; thence from said point of beginning run North 74°28' West 771.3 feet; thence North 54°02' West 663.5 feet to an iron pipe; thence South 79°25' West 165.7 feet to an iron pipe on the right bank of the Coquille River; thence following the right bank of the Coquille River upstream South 05°10' East 320.5 feet to a point; thence continuing on the right bank of said river upstream South 00°32' West 512.04 feet to a point; thence South 00°32' West 90.0 feet to the center of said Drainage Creek; thence following the center of the Drainage Creek in a general Easterly direction and upstream a distance of 2,025.0 feet, more or less, to the point of beginning.
SAVE AND EXCEPTING THEREFROM: That portion conveyed to the State of Oregon, by and through its State Highway Commission, dated September 21, 1970 and recorded December 2, 1970 bearing Microfilm Reel No. 70-12-53971, Records Coos County, Oregon.

VESTING

Michael McCrorey, an estate in fee simple

RECORDED INFORMATION

Said property is subject to the following on record matter(s):

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.

NOTE: Tax Account 80724 has been cancelled and combined with 872994 for the 2014/2015 tax year.

7. Notwithstanding the covered risks as set forth in the policy, the company does not insure against loss or damage by reason of a lack of a right of access to and from the Land.

8. Any adverse claim based upon the assertion that:

   a) Said Land or any part thereof is now or at any time has been below the highest of the high watermarks of Grady Creek, Coquille River and Drainage Creek in the event the boundary of said Grady Creek, Coquille River, Drainage Creek has been artificially raised or is now or at any time has been below the high watermark, if said Grady Creek, Coquille River, Drainage Creek is in its natural state.

   b) Some portion of said Land has been created by artificial means or has accreted to such portion so created.

   c) Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of Grady Creek, Coquille River, Drainage Creek, or has been formed by accretion to any such portion.
9. Rights and easements for navigation and fishery which may exist over that portion of said Land lying beneath the waters of Grady Creek, Coquille River, Drainage Creek.

10. The rights of the public and governmental bodies for fishing, navigation and commerce in and to any portion of the Land herein described, lying below the high water line of the Grady Creek, Coquille River, Drainage Creek.

The right, title and interest of the State of Oregon in and to any portion lying below the high water line of Grady Creek, Coquille River, Drainage Creek.

11. Limited access to and from the Land as set forth in Deed shown below, which provides that there shall be no right of easement or right of access to, from or across the State Highway other than as expressly provided for in said Deed:

Grantor: Georgia Pacific Investment Company, an Oregon corporation
Grantee: State of Oregon, by and through its State Highway Commission
Recording Date: December 2, 1970
Recording No.: 70-12-53971

12. Terms and provisions disclosed in Bargain and Sale Deed

Recording Date: December 2, 1970
Recording No.: 70-12-53971

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

Granted to: Coos County
Purpose: permanent natural gas utility pipeline and fiber optic line easement
Recording Date: May 19, 2009
Recording No.: 2009-4666

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

Amount: $325,000.00
Dated: October 4, 2013
Trustor/Grantor: Michael McCrorey
Trustee: Ticor Title Insurance Company
Beneficiary: Carl Coffman, Successor Trustee, Coffman Family Trust U/A dated March 26, 1999
Recording Date: October 15, 2013
Recording No.: 2013-9961
Affects: COVERS SUBJECT PROPERTY AND ADDITIONAL PROPERTY

END OF EXCEPTIONS

A. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: Michael McCrorey
B. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2013/2014
Amount: $199.81
Levy Code: 4105
Account No.: 872914
Map No.: T28-12-32C TL# 01201

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.

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

Fiscal Year: 2013/2014
Amount: $3,145.43
Levy Code: 4101
Account No.: 872994
Map No.: T28-12-32C TL# 01201

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.

D. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: Carl Coffman, Successor Trustee of the Coffman Family Trust under Agreement dated March 26, 1999
Grantee: Michael McCrorey
Recording Date: October 15, 2013
Recording No: 2013-9960

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

F. NOTICE REGARDING RECORDING CHARGES: The basis for collecting recording charges in a closing differs between those transactions subject to and those transactions not subject to the Real Estate Settlement Procedures Act (RESPA). For a RESPA transaction, the recording charge is based on an area average, in accordance with RESPA rules. For a NON-RESPA transaction, the recording charges will be those charged by the county. The basis for recording charges in Coos County, Oregon is as follows:

Recording charge for a RESPA transaction (all transfer and loan documents):
RESPA Residential Sale and Purchase $146.00
RESPA Residential Loan/Refinance $147.00

Recording charge (per document) for a NON-RESPA transaction:
First Page: $46.00 Each additional page $5.00

NOTE: A multiple transaction document bears an additional $5.00 charge for each additional transaction. A document that fails to conform to certain formatting and page one requirements bears an additional $20.00 charge.
RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.
THIS REPORT IS TO BE UTILIZED FOR INFORMATION ONLY.
Any use of this report as a basis for transferring, encumbering or foreclosing the real property described will require payment in an amount equivalent to applicable title insurance premium as required by the rating schedule on file with the Oregon Insurance Division.

The liability for Ticor Title Company is limited to the addressee and shall not exceed the $250.00 paid hereunder.

Ticor Title Company

Teddi Underhill
teddi.underhill@ticortitle.com
RECORDING REQUESTED BY:
GRANTOR:
Coffman Family Trust, under agreement dated March 26, 1999
P.O. Box 367
Oregon City, OR 97045

GRANTEE:
Michael McCroy
P.O. Box 632
Myrtle Point, OR 97458

SEND TAX STATEMENTS TO:
Michael McCroy
P.O. Box 632
Myrtle Point, OR 97458

AFTER RECORDING RETURN TO:
Michael McCroy
P.O. Box 632
Myrtle Point, OR 97458

Easement No: 36081000010-TTC0042
28-12-32C TL1201 A872914 and A872964
28-12-32C TL1202 A872915
28-12-32C TL1204 A872920
54296 Old Hwy 42 Road
Myrtle Point, OR 97458

STATUTORY WARRANTY DEED

Carl Coffman, Successor Trustee of the Coffman Family Trust, under Agreement dated March 26, 1999, Grantor, conveys and warrants to

Michael McCroy, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Coos, State of Oregon:

See Attached Exhibit "A"

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS $325,000.00. (See ORS 90.030)

Subject to and excepting:
2013/14 taxes, covenants, conditions, restrictions, easements, rights of way, homeowners association assessments, if any, and matters now of record.


DATED: 10/8/13

[Signature]

Coffman Family Trust, under agreement dated March 26, 1999

X BY: __________________________

Carl Coffman, Successor Trustee
State of OREGON
COUNTY of Clackamas

This instrument was acknowledged before me on October 2, 2013
by Carl Coffman, as successor trustee of the Coffman Family Trust, under agreement dated March 26, 1993.

Notary Public - State of Oregon

OFFICIAL SEAL
VALERIE L. TADDA
NOTARY PUBLIC - OREGON
COMMISSION NO. 451203
MY COMMISSION EXPIRES AUGUST 11, 2014

3501500910-TICO062
Deed (Warranty-Statutory)
EXHIBIT "A"

PARCEL 1: A parcel of land situated in the South 1/2 of Section 32, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at a point on the North and South line through said Section 32, which point is 251.0 feet North of the quarter Section corner on the South boundary of said Section 32, and running thence North 50° 34' 34" East 9.0 feet to an iron pipe; thence continuing the same bearing an additional 364.8 feet to an iron pipe; thence North 02° 02' East 82.1 feet to the Southwestern right of way line of the Southern Pacific Railroad; thence North 42° 17' West 2,064.8 feet along said right of way line to a point on the West boundary line of the NE 1/4 of the SW 1/4 of said Section 32; thence South 1° 27' West along the said West boundary line 800 feet, more or less, to the Southwest corner of said NE 1/4 of the SW 1/4 of Section 32; thence West 890 feet, more or less, along the North boundary line of Government Lot 2 in said Section 32 to the right bank of the Coquille River; thence upstream along said right bank South 26° 08' East 278 feet, more or less, to an iron rod; thence continuing along said bank South 24° 22' East 273.8 feet to an iron pipe; thence leaving said river, North 79° 25' East 185.7 feet to an iron rod; thence South 54° 02' East 683.5 feet to an iron rod; thence South 54° 28' East 2,266.3 feet to the point of beginning.

SAVE AND EXCEPT that property conveyed by Thomas E. Coffman to Charles D. S 좀 빠르게 되도록 하려면, 이 문장을 쓰는 데 도움이 필요합니다. 

PARCEL 2: Beginning at a point on the Northeastern boundary of the right of way of the Southern Pacific Company's Coos Bay Branch through the NE 1/4 of the SW 1/4 of Section 32, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, from which point the Northeast corner of the said NE 1/4 of the SW 1/4 of Section 32, bears South 55° 27' East a distance of 1379.94 feet, and running thence North 42° 17' West along the said railroad right of way boundary for a distance of 144.5 feet to the West boundary of the Stella Frye tract; thence South 53° 52' East along the Southwestern boundary of the Oregon State Highway right of way for a distance of 140.94 feet; thence South 34° 43' West for a distance of 29.02 feet to the point of beginning, being a portion of the NE 1/4 of the SW 1/4 of Section 32, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

PARCEL 3: A parcel of land situated in Government Lot 3 (also known as NW 1/4 of SW 1/4) of Section 32, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Commencing at the Southeast corner of said Government Lot 3; thence from said point of beginning North 91° 27' East following the East boundary of said Government Lot 3 for a distance of 182.9 feet, more or less, to an iron pipe at the Southeast corner of a tract of land leased by The Benevolent and Protective Order of Elks, Coos Bay Lodge No. 1160, pursuant to Lease recorded in Book 227 Page 181, Deeds Records of Coos County, Oregon; thence South 87° 09' West following the South boundary of the aforementioned leased lands a distance of 250 feet to an iron pipe; thence South 01° 27' West a distance of 170.4 feet, more or less, to a point on the North line of Government Lot 2 of said Section 32; thence East a distance of 249.4 feet, more or less, along said North line of said Government Lot 2 to the point of beginning.

PARCEL 4: A parcel of land situated in the SE 1/4, SW 1/4 and Government Lot 2 of Section 32, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon and in Government Lot 11 of Section 5 of Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, described as follows: Beginning at a point in the center of a Drainage Creek which lies South 00° 34' West 9.0 feet and North 74° 28' West 485.0 feet from an iron pipe witness corner on the North and South quarter line through said Section 32, and said pipe is North 00° 34' East 260.0 feet from the quarter Section corner on the South boundary of said Section 32; thence from said point of beginning run North 74° 28' West 771.3 feet; thence North 54° 02' West 683.5 feet to an iron pipe; thence South 79° 25' West 185.7 feet to an iron pipe on the right bank of the Coquille River; thence following the right bank of the Coquille River upstream South 05° 10' East 320.5 feet to a point; thence continuing on the right bank of said river upstream South 60° 32' West 512.04 feet to a point; thence South 00° 32' West 90.5 feet to the center of said Drainage Creek; thence following the center of the Drainage...
EXHIBIT "A"
(Continued)

Creek in a general Easterly direction and upstream a distance of 2,025.0 feet, more or less, to the point of
beginning.

SAVE AND EXCEPTION THEROF: That portion conveyed to the State of Oregon, by and through its State
70-12-53971, Records Coos County, Oregon.
LIEN AND ENCUMBRANCE REPORT

Report No.: 360614011347  Fee: $250.00
Your Reference Information: Allen

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

PARCEL 1: Beginning at low water mark on the Coquille River where the Eastern boundary of Government Lot 6, Section 31, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, comes to the same and run thence North 171 1/2 rods; thence West 14 2/3 rods; thence South to the low water mark of said River; thence along low water mark to the place of beginning.

PARCEL 2: The SE 1/4 of the NE 1/4 and Government Lot 7 of Section 31, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVE AND EXCEPT THE FOLLOWING: A parcel of land heretofore conveyed to Anna Nelson by Deed recorded in Book 10, Page 38, Deed Records of Coos County, Oregon, as follows: Commencing at a stake on the East bank of the Coquille River, from which a myrtle stump 2 feet in diameter bears North 56 ° West 73 links; thence North 20 ° East 13 rods; thence West 10 ° South 18 1/4 rods; thence South 10 ° East 17 rods to low water mark on the Coquille River; thence along low water mark 13 rods; thence North 10 ° West 5 rods to the place of beginning.

ALSO EXCEPTING 1 ACRE heretofore conveyed to Jonas R. Newcomer by Deed recorded in Book 10, Page 59, Deed Records of Coos County, Oregon.

ALSO EXCEPTING a parcel conveyed to Anna Nelson by Deed recorded in Book 15, Page 424, Deed Records of Coos County, Oregon, as follows: Beginning at the Northwest corner of land in Deed recorded in Book 10, Page 38, Deed Records of Coos County, Oregon; thence West 11 ° South 10 rods 8 links; thence South 11 ° West 17 rods to low water mark on Coquille River; thence up said river at said low water mark to Southwest corner of lot first mentioned; thence to place of beginning.

ALSO EXCEPTING the following tract heretofore conveyed to Port of Coquille River by Deed recorded in Book 83, Page 272, Deed Records of Coos County, Oregon; Commencing at the Section corner to Sections 29, 30, 31 and 32 of said Township and Range; thence South 52.55 chains; thence West 2.89 chains to the place of beginning and a 1 1/4 inch iron pipe from which the Southwest corner of the Creamery Building bears North 8 ° West 528 chains; thence South 75 ° 30' West 1.62 chains to a 1 1/4 inch iron pipe; thence South 68 ° 30' West 3 chains to a 1 1/4 inch iron pipe; thence South .70 chains to the low water line of the Coquille River; thence up the low water line of the right bank of the Coquille River to a point which is South of the place of beginning; thence North .76 chains to the place of beginning.
ALSO EXCEPTING the following: Commencing at the Section corner to Sections 29, 30, 31 and 32 of said Township and Range; thence South 52.55 chains; thence West 2.89 chains; thence South 75° 30' West 1.62 chains; thence North 6° West 2.25 chains to an iron stake which is the Northeast corner of the tract hereinafter described; running thence West 10° South 18 1/4 rods; thence West 11° South 10 rods 8 links; thence South 11° West 17 rods, more or less; thence up stream following low water line to a point South 10° East 5 rods from a point which is South 20° West 13 rods from the place of beginning; thence North 10° West 5 rods; thence North 20° East 13 rods to the place of beginning.

ALSO EXCEPTING the following: Commencing at the Section corner of Sections 29, 30, 31 and 32 of said Township and Range; thence South 52.55 chains; thence West 2.89 chains; thence South 75° 30' West 1.62 chains; thence North 6° West 2.25 chains to an iron stake which is the Northeast corner of the tract of land known as the McCloskey tract; thence West 10° South 18 1/4 rods; thence West 11° South 10 rods 8 links, being the place of beginning and being the Northwest corner of the McCloskey tract; running thence West 11° South 9 1/2 rods; thence South 11° West 20 rods, more or less, to low water mark of Coquille River; thence following low water mark up stream 9 1/2 rods to a point, being the Southwest corner of the McCloskey tract and being South 11° West 17 rods from the place of beginning; thence North 11° East 17 rods to the place of beginning.

PARCEL 3: Those portions of the SW 1/4 of the NW 1/4 and Government Lot 3 of Section 32, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying South and West of the Southern Pacific Railroad right of way.

SAVE AND EXCEPT the following: Beginning at the point of intersection of the Southwesterly boundary of the right of way of the Southern Pacific Railroad through the SW 1/4 of said Section 32 with the East boundary of the NW 1/4 of the SW 1/4 of the said Section 32, from which point the Southeast corner of the NE 1/4 of the SW 1/4 of said Section 32 bears South 56° 12' East a distance of 1607.3 feet; and running thence South 1° 27' West along the said East boundary of the NW 1/4 of the SW 1/4 of Section 32 for a distance of 617.1 feet; thence South 87° 09' West for a distance of 351.5 feet; thence North 62° 55' West for a distance of 387.75 feet; thence North 24° 45' West for a distance of 278 feet, more or less, to a point on the Southeastern boundary of the right of way of the county Road; thence Easterly and Northwesterly along the said right of way boundary for a distance of 770 feet, more or less, to a point on the Southwesterly boundary of the above mentioned Southern Pacific Railroad right of way; thence South 42° 17' East a long the said right of way boundary for a distance of 368.5 feet, more or less, to the point of beginning.

and as of August 19, 2014 at 08:00-AM we find the the last deed of record runs to:

State of Oregon, by and through the State Highway Commission and or its successors and or assigns as to an undivided joint, common equal interest in and title to all myrtle trees now standing or growing or which may hereafter grow as set forth in Book 162 Page 446 through 558, Records Coos County, Oregon AND Beau L. Allen and Shawna Allen, as tenants by the entirety, as to the remainder

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

8. Agreement

Executed by: State of Oregon by and through its State Highway Commission and J. R. McCloskey and Sarah McCloskey, his wife
Recording Date: June 27, 1946
Recording No.: Book 162 Page 556 Deed Records

9. The life estate created by instrument, including the terms and provisions thereof
Dated: November 16, 2009
Recording Date: November 18, 2009
Recording No: 2009-11529
Life Estate for: Ernest E. Allen and Lynne L. Allen, and the survivor of them

10. A mortgage to secure an indebtedness as shown below

Amount: $275,000.00
Dated: November 17, 2009
Mortgagor: Beau L. Allen and Shawna M. Allen
Mortgagee: United States of America acting through the Farm Service Agency, United States Department of Agriculture
Recording Date: November 18, 2009
Recording No: 2009-11530
Affects: Subject property AND OTHER PROPERTY

END OF EXCEPTIONS

A. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: Beau L. Allen and Shawna M. Allen

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

Fiscal Year: 2013/2014
Amount: $2,976.84
Levy Code: 4105
Account No.: 870301
Map No.: T28-12-31 Tax Lot 00900

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.

C. Note: The last conveyance(s) affecting said Land, which recorded over 24 months of the date of this report, are as follows:

Grantee: Beau L. Allen and Shawna Allen, husband and wife, as tenants by the entirety
Recording Date: November 18, 2009
Recording No: 2009-11529
D. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

E. NOTICE REGARDING RECORDING CHARGES: The basis for collecting recording charges in a closing differs between those transactions subject to and those transactions not subject to the Real Estate Settlement Procedures Act (RESPA). For a RESPA transaction, the recording charge is based on an area average, in accordance with RESPA rules. For a NON-RESPA transaction, the recording charges will be those charged by the county. The basis for recording charges in Coos County, Oregon is as follows:

- Recording charge for a RESPA transaction (all transfer and loan documents):
  - RESPA Residential Sale and Purchase $146.00
  - RESPA Residential Loan/Refinance $147.00

- Recording charge (per document) for a NON-RESPA transaction:
  - First Page: $46.00
  - Each additional page $5.00

NOTE: A multiple transaction document bears an additional $5.00 charge for each additional transaction. A document that fails to confrom to certain formatting and page one requirements bears an additional $20.00 charge.

RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

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

Teddi Underhill
WARRANTY DEED

ERNEST E. ALLEN as Trustee of the Ernest E. Allen Revocable Trust under Trust Agreement dated December 30, 2005, LYNNE L. ALLEN as Trustee of the Lynne L. Allen Revocable Trust under Trust Agreement dated December 30, 2005, and BEAU L. ALLEN, "Grantors" convey and warrant to BEAU L. ALLEN and SHAWNNA ALLEN, husband and wife, as tenants by the entirety, "Grantees," the following described real property, free of encumbrances, except as specifically set forth herein:

See Exhibit "A" attached hereto and by this reference made a part hereof.

The true and actual consideration for this conveyance is other property or value which is the whole consideration therefor.


Until a change is requested all tax statements should be sent to the following address: Beau L. Allen and Shawna Allen, 668 7th Street, Myrtle, Point, Oregon, 97458.

11/18/2009 #2009-11529
03:57PM 1 OF 10
DATED this ____ day of ____________, 2009.

Ernest E. Allen as Trustee of the Ernest
Ernest E. Allen Revocable Trust
u.t.a. dated December 30, 2005

Lynne L. Allen as Trustee of the Lynne
L. Allen Revocable Trust u.t.a. dated
December 30, 2005

Beau L. Allen

STATE OF OREGON
) ss.
County of Coos

11-11-09, 2009

Personally appeared before me the above named Ernest E. Allen who
being first duly sworn did say: That he is the Trustee of the Ernest E. Allen Revocable
Trust u.t.a. dated December 30, 2005; that he is authorized to execute the foregoing
instrument as Trustee of said Trust; and, he acknowledged the foregoing instrument
as his voluntary act and deed as Trustee of said Trust.

VICKI FOSBROOK
NOTARY PUBLIC, OREGON
COMMISSION NO. 118114
(COMMISSION EXPIRES JULY 11, 2011)

Notary Public - State of Oregon
STATE OF OREGON

County of Coos

 ss.

11-14-09, 2009

Personally appeared before me the above named Lynne L. Allen who being first duly sworn did say: That she is the Trustee of the Lynne L. Allen Revocable Trust u.t.a. dated December 30, 2005; that she is authorized to execute the foregoing instrument as Trustee of said Trust; and, she acknowledged the foregoing instrument as her voluntary act and deed as Trustee of said Trust.

VICKI ROSSBACK
NOTARY PUBLIC-OREGON
COMMISSION NO. 418114
MY COMMISSION EXPIRES JULY 11, 2011

VICKI ROSSBACK
Notary Public - State of Oregon

STATE OF OREGON

County of Coos

 ss.

11-17-09, 2009

Personally appeared before me the above-named Beau L. Allen who acknowledged the foregoing instrument as his voluntary act and deed.

VICKI ROSSBACK
NOTARY PUBLIC-OREGON
COMMISSION NO. 418114
MY COMMISSION EXPIRES JULY 11, 2011

VICKI ROSSBACK
Notary Public - State of Oregon
EXHIBIT "A"

PARCEL 1:

Beginning at low water mark on the Coquille River where the Eastern boundary of Lot 6, Section 31, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, comes to the same and run thence North 171-1/2 rods; thence West 14-2/3 rods; thence South to the low water mark of said River; thence along low water mark to the place of beginning.

PARCEL 2:

The SE1/4 of the NE1/4 and Lot 7 of Section 31, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, save and except the following: A parcel of land heretofore conveyed to Anna Nelson by deed recorded in Book 10, Page 38, Deed Records of Coos County, Oregon, as follows: Commencing at a stake on the East bank of the Coquille River, from which a myrtle stump 2 feet in diameter bears North 56° West 73 links; thence North 20° East 13 rods; thence West 10° South 18-1/4 rods; thence South 10° East 17 rods to low water mark on the Coquille River; thence along low water mark 13 rods; thence North 10° West 5 rods to the place of beginning. Also, excepting 1 acre heretofore conveyed to Jonas R. Newcomer by deed recorded in Book 10, Page 59, Deed Records of Coos County, Oregon. Also, excepting a parcel conveyed to Anna Nelson by deed recorded in Book 15, Page 424, Deed Records of Coos County, Oregon, as follows: Beginning at the Northwest corner of land in deed recorded in Book 10, Page 38, Deed Records of Coos County, Oregon; thence West 11° South 10 rods 8 links; thence South 11° West 17 rods to low water mark on Coquille River; thence up said river at said low water mark to Southwest corner of lot first mentioned; thence to place of beginning. Also, excepting the following tract heretofore conveyed to Port of Coquille River by deed recorded in Book 83, Page 272, Deed Records of Coos County, Oregon; Commencing at the Section corner to Sections 29, 30, 31 and 32 of said Township and Range; thence South 52.55 chains; thence West 2.89 chains to the place of beginning and a 1-1/4 inch iron pipe from which the southwest corner of the Creamery Building bears North 8° West .528 chains; thence South 75° 30' West 1.62 chains to a 1-1/4 inch iron pipe; thence South 68° 30' West 3 chains to a 1-1/4 inch iron pipe; thence South .70 chains to the low water line of the Coquille River; thence up the low water line of the right bank of the Coquille River to a point which is South of the place of beginning; thence North .76 chains to the place
of beginning. Also, excepting the following: Commencing at the section corner to Sections 29, 30, 31 and 32 of said Township and Range; thence South 52.55 chains; thence West 2.89 chains; thence South 75° 30' West 1.62 chains; thence North 6° West 2.25 chains to an iron stake which is the Northeast corner and place of beginning of the tract hereinafter described: running thence West 10° South 18-1/4 rods; thence West 11° South 10 rods 8 links; thence South 11° West 17 rods, more or less, to low water line; thence up stream following low water line to a point South 10° East 5 rods from a point which is South 20° West 13 rods from the place of beginning; thence North 10° West 5 rods; thence North 20° East 13 rods to the place of beginning. Also, excepting the following: Commencing at the section corner of Sections 29, 30, 31 and 32 of said Township and Range; thence South 52.55 chains; thence West 2.89 chains; thence South 75° 30' West 1.62 chains; thence North 6° West 2.25 chains; to an iron stake which is the Northeast corner of the tract of land known as the McCloskey tract; thence West 10° South 18-1/4 rods; thence West 11° South 10 rods 8 links, being the place of beginning and being the Northwest corner of the McCloskey tract; running thence West 11° South 9-1/2 rods; thence South 11° West 20 rods, more or less, to low water mark of Coquille River; thence following low water mark up stream 9-1/2 rods to a point, being the Southwest corner of the McCloskey tract and being South 11° West 17 rods from the place of beginning; thence North 11° East 17 rods to the place of beginning.

PARCEL 3:

Those portions of the SW1/4 of the NW1/4 and Lot 3 of Section 32, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, lying South and West of the Southern Pacific Railroad right of way, save and except the following: Beginning at the point of intersection of the Southwesterly boundary of the right of way of the Southern Pacific Railroad through the SW1/4 of said Section 32 with the East boundary of the NW1/4 of the SW1/4 of the said Section 32, from which point the Southeast corner of the NE1/4 of the SW1/4 of said Section 32 bears South 56° 12' East a distance of 1607.3 feet; and running thence South 1° 27' West along the said East boundary of the NW1/4 of the SW1/4 of Section 32 for a distance of 617.1 feet; thence South 87° 09' West for a distance of 351.5 feet; thence North 62° 55' West for a distance of 387.75 feet; thence North 24° 45' West for a distance of 278 feet, more or less, to a point on the Southwesterly boundary of the right of way of the County Road; thence Easterly and Northeasterly along the said right of way boundary for a distance of 770 feet, more or less, to a point on the Southwesterly boundary of the above.
mentioned Southern Pacific Railroad right of way; thence South 42° 17' East along the said right of way boundary for a distance of 368.5 feet, more or less, to the point of beginning.

PARCEL 4:

A parcel of land situated in the NW 1/4 of the SW 1/4 of Section 32, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at a 5/8 inch iron rod on the East boundary of said NW 1/4 of the SW 1/4, said rod being 1591.97 feet North and 1325.93 feet West of the South quarter corner of said Section 32; thence South 87° 09' West 250 feet to a 5/8 inch iron rod; thence North 16° 21' West 730.95 feet to a 5/8 inch iron rod set on the Southeasterly boundary of the County Road; thence along said road boundary on the following courses; around a 1125.92 foot radius curve to the right, the long chord of which bears North 46° 00' East 31.46 feet; thence North 47° 36' East 268.55 feet to a point on the Southwesterly boundary of the Southern Pacific Railroad; thence along said railroad boundary South 42° 17' East 391.70 feet to a point on the East boundary of the NW 1/4 of the SW 1/4 of Section 32; thence along the 1/16 section line South 1° 27' West 617.1 feet to the point of beginning.

PARCEL 5:

Beginning at a 5/8 inch iron rod at a point 1591.97 feet North 1325.93 feet West and South 87° 09' West 250 feet of the South quarter corner of Section 32, Township 28 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence South 87° 09' West 101.5 feet; thence North 62° 55' West 387.75 feet; thence North 24° 45' West 278 feet to the Southerly boundary of the County Road; thence Northeasterly along said county road boundary 470 feet to the Northwest corner of the parcel conveyed to Coquille Lodge No. 53, IOOF, Coquille, Oregon on May 13, 1964, in Book 309, Page 463, Deed Records of Coos County; thence South 16° 21' East 730.95 feet to the point of beginning.

EXCEPTING AND RESERVING TO Grantors and Grantors' successors and assigns from the above described Parcels 1, 2, 3, 4, and 5 all minerals and mineral rights, interests, and royalties, including, but not limited to, oil, gas, and other hydrocarbon substances, as well as metallic and other solid materials, in and under said Parcels 1, 2, 3, 4, and 5.
ALSO EXCEPTING AND RESERVING from the above described Parcels 1, 2, and 3 to and for the benefit of Ernest E. Allen, Lynne L. Allen, and the survivor of them, a life estate in the house commonly known as 94315 Lower Norway Lane, Myrtle Point, Oregon, together with approximately one acre of surrounding yard, the driveway to said house, the water line from the river to said house, the septic system and drainfield for said house, and the garage and outbuildings associated with said house (hereinafter collectively referred to as the "life estate property"). The life estate reserved hereby shall be for the lives of Ernest E. Allen, Lynne L. Allen, and the survivor of them. The following terms and provisions shall apply to said life estate:

(A) During the term of the life estate Ernest E. Allen and Lynne L. Allen, or the survivor of them, (hereinafter the "life tenant(s)") shall be responsible for all maintenance and repair of the life estate property necessary to keep said property in the same or better condition as said property now exists.

(B) During the term of the life estate the holder(s) of the remainder interest shall carry fire and casualty insurance on the life estate property insuring the same for its maximum replacement value. The life tenant(s) shall be named as additional insureds under said policy and the proceeds of such policy shall be payable to the life tenant(s) and the holder(s) of the remainder interest as their interests appear. In the event of an insured loss, all proceeds paid under such insurance policy shall be used to repair or replace the damaged property. The repair or replacement of uninsured damage to the life estate property, including all deductible amounts under any applicable insurance policy, shall be paid for by the holder(s) of the remainder interest.

(C) During the term of the life estate the holder(s) of the remainder interest shall maintain single limit liability insurance coverage in an amount not less than $500,000.00 to protect against risks arising directly or indirectly out of any condition of the life estate property or activities on the life estate property and shall include the life tenant(s) as additional insureds under such policy.
(D) During the term of the life estate, the holder(s) of the remainder interest shall pay all real property taxes on the life estate property.

(E) During the term of the life estate on the anniversary date of this Deed the life tenant(s) shall pay the sum of $1,700.00 to the holder(s) of the remainder interest as the life tenant's(s') contribution toward the previous year's taxes and insurance on the life estate property. The first such payment shall be paid one year from the date of this Deed. Upon termination of the life estate the last such payment shall be prorated on a daily basis.

(F) During the term of the life estate the life tenant(s) shall not cause or permit any waste to be committed to the life estate property. The life tenant(s), at their cost and expense, may make improvements and alterations to the life estate property, as long as such improvements and alterations do not lessen the value of the life estate property. All improvements and alterations which are made to the life estate property shall become a part of said real property.

(G) During the term of the life estate the life tenant(s) shall allow use the life estate property only as a residence. The life tenant(s) will not permit the life estate property to be used for any offensive or unlawful purposes and shall fully observe and comply with all laws, regulations, and requirements of governmental agencies affecting the use and occupancy of the life estate property.

(H) In the event a life tenant can no longer reside on the life estate property due to a permanent medical condition that will not improve so as to allow the life tenant to again reside on the life estate property, then such life tenant's life estate on said property shall be deemed to have terminated.

(I) The life tenant(s) shall not rent the life estate property or allow any third party to occupy the life estate property in their absence. The life tenant(s) are allowed to have other people reside on the life estate
property with them, or either of them, including, but not limited to a caregiver or caregivers.

AND SUBJECT TO AND EXCEPTING:

1. Real property taxes for the fiscal year 2009-2010.

2. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty may be imposed.

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 Coquille River and the ownership of the state of Oregon in that portion lying below the high water mark of Coquille River.

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 Coquille River 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. Governmental rights in connection with flood control and propagation of anadromous fish and public rights of fishing and recreational navigation in and to the water, bed and shoreline of the Coquille River.

7. Agreement, including terms and provisions thereof, recorded June 28, 1946, in Volume 162, Page 556, Deed Records of Coos County, Oregon.

FSA-2029M-OR
(10-08-08)

UNITED STATES DEPARTMENT OF AGRICULTURE
Farm Service Agency

MORTGAGE FOR OREGON

RECORDED BY FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON AS
ACCOMMODATION ONLY. NO LIABILITY
IS ACCEPTED FOR THE CONDITION OF
THE TITLE OR VALIDITY, SUFFICIENCY
ON EFFECT OF THIS DOCUMENT

Farm Service Agency
2440 NW Troost St.
Suite 201
Roseburg, OR 97471

This Space Reserved for County Filing Officer Use Only

(See Page 7 for Privacy Act and Public Burden Statements.)

THIS MORTGAGE ("instrument") is made on 11-17-09. The mortgagor is BEAU L. ALLEN.

AND SHARNA M. ALLEN

("Borrower") whose mailing address is 668 7TH ST., MYRTLE POINT, OR 97458.

acting through the Farm Service Agency, United States Department of Agriculture ("Government") located at 2440 NW Troost St., Ste. 201, Roseburg, OR 97471.

This instrument secures the following promissory notes, assumption agreements, and/or shared appreciation agreements (collectively called "note"), which have been executed or assumed by Borrower unless otherwise noted, are payable to the Government, and authorize acceleration of the entire debt upon any default:

<table>
<thead>
<tr>
<th>Date of Instrument</th>
<th>Principal Amount</th>
<th>Annual Rate of Interest</th>
<th>Due Date of Final Installment</th>
</tr>
</thead>
<tbody>
<tr>
<td>11-17-2009</td>
<td>$275,000.00</td>
<td>4.75%</td>
<td>11-17-2039</td>
</tr>
</tbody>
</table>

(The interest rate for any limited resource farm ownership or limited resource operating loans secured by this instrument may be increased as provided in Government regulations and the note.)

By execution of this instrument, Borrower acknowledges receipt of all of the proceeds of the loan or loans evidenced by the above note.

This instrument secures to the Government: (1) payment of the note and all extensions, renewals, and modifications thereof; (2) recapture of any amount due under any Shared Appreciation Agreement entered into pursuant to 7 U.S.C. § 2001; (3) payment of all advances and expenditures, with interest, made by the Government; and (4) the obligations and covenants of Borrower set forth in this instrument, the note, and any other loan agreements.

In consideration of any loan made by the Government under the Consolidated Farm and Rural Development Act, 7 U.S.C. § 1921 et seq., as evidenced by the note, Borrower irrevocably mortgages, grants and conveys to Government the following described property situated in the State of Oregon, County or Counties of Coos:

COOS COUNTY CLERK, OREGON
TOTAL $76.00 11/18/2009 #2009-11530
TERRI L. TURL, CCC, COUNTY CLERK 03:57PM 1 OF 8

Initial SPA Date 11/17/09
(For Additional Legal Description, See Exhibit “A” Attached)

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, fixtures, hereditaments, appurtenances, and improvements now or later attached thereto (including, but not limited to, irrigation systems, including pumps, motors, electrical panels, pipes, sprinklers, and other accessories pertaining thereto; seed cleaning and storage systems, including cleaners, elevators, pipe, scales, beggers, fans, motors, electrical panels, and other accessories pertaining thereto; milking, milk handling, and milk storage systems, and other accessories pertaining thereto; manure handling systems; livestock feeding systems; whether or not attached to the real estate), the rents, issues and profits thereof, revenues and income therefrom, all water, water rights, water certificates, water permits, water allotments, and water stock pertaining thereto no matter how evidenced, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, or condemnation of any part thereof or interest therein (collectively called “the property”). This instrument constitutes a security agreement and financing statement under the Uniform Commercial Code and creates a security interest in all items which may be deemed to be personal property, including but not limited to proceeds and accessions, that are now or hereafter included in, affixed, or attached to “the property.”

Borrower COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record. Borrower warrants and will defend the title to the property against all claims and demands, subject to any encumbrances of record.

This instrument combines both uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform mortgage covering real property.

UNIFORM COVENANTS. Borrower COVENANTS AND AGREES as follows:

1. **Payment.** Borrower shall pay promptly when due any indebtedness to the Government secured by this instrument.

2. **Fees.** Borrower shall pay to the Government such fees and other charges that may now or later be required by Government regulations.

3. **Application of payments.** Unless applicable law or Government's regulations provide otherwise all payments received by the Government shall be applied in the following order of priority: (a) to advances made under this instrument; (b) to accrued interest due under the note; (c) to principal due under the note; (d) to late charges and other fees and charges.

4. **Taxes, fees, etc.** Borrower shall pay when due all taxes, fees, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.

5. **Assignment.** Borrower grants and assigns as additional security all the right, title and interest in: (a) the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking by eminent domain or otherwise of any part of the property, or for conveyance in lieu of condemnation; (b) all bonuses, rentals, royalties, damages, delay rentals and income that may be due or become due and payable to the Borrower or Borrower's assigns under any existing or future oil, gas, mining or mineral lease covering any portion of the property, and (c) all rents, issues, profits, income and receipts from the property and from all existing or future leases, subleases, licenses, guarantees and any other agreements for the use and occupancy of any portion of the property, including any extensions, renewals, modifications or substitutions of such agreements. Borrower warrants the validity and enforceability of this assignment.

Borrower authorizes and directs payment of such money to the Government until the debt secured by this instrument is paid in full. Such money shall be is reserved for amounts received by the Government. In the event any item so assigned is determined to be personal property, this instrument will also be regarded as a security agreement.

Borrower will promptly provide the Government with copies of all existing and future leases. Borrower warrants that as of the date of execution of this instrument no default exists under existing leases. Borrower agrees to maintain, and to require the tenants to comply with, the leases and any applicable law. Borrower will obtain the Government's written authorization before Borrower consents to sublet, modify, cancel, or otherwise alter the leases, or to assign, compromise, or encumber the leases or any future rents. Borrower will hold the Government harmless and indemnify the Government for any and all liability, loss or damage that the Government may incur as a consequence of this assignment.

Initial  
Date 12/21/09
6. **Insurance.** Borrower shall keep the property insured as required by and under insurance policies approved by the Government and, at its request, deliver such policies to the Government. If property is located in a designated flood hazard area, Borrower also shall keep property insured as required by 42 U.S.C. § 4001 et seq. and Government regulations. All insurance policies and renewals shall include a standard mortgagee clause.

7. **Advances by Government.** The Government may at any time pay any other amounts required by this instrument to be paid by Borrower and not paid by Borrower when due, as well as any cost for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. Advances shall be made, but not be limited to, advances for payments of real property taxes, special assessments, prior liens, hazard insurance premiums, and costs of repair, maintenance, and improvements. All such advances shall bear interest at the same rate as the note which has the highest interest rate. All such advances, with interest, shall be immediately due and payable by Borrower to the Government without demand. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any secured debt to the Government, in any order the Government determines.

8. **Protection of lien.** Borrower shall pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and its priority and the enforcement or compliance with this instrument and the note. Such expenses include, but are not limited to: costs of evidence of title to, and survey of, the property, costs of recording this and other instrument, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

9. **Authorized purposes.** Borrower shall use the loan evidenced by this note solely for purposes authorized by the Government.

10. **Repair and operation of property.** Borrower shall: (a) maintain improvements in good repair; (b) make repairs required by the Government; (c) comply with all farm conservation practices and farm management plans required by the Government; and (d) operate the property in a good and husbandlike manner. Borrower shall not (e) abandon the property; (f) cause or permit waste, careening, or impairment of the property; or (g) cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals without the written consent of the Government, except as necessary for ordinary domestic purposes.

11. **Legal compliance.** Borrower shall comply with all laws, ordinances, and regulations affecting the property.

12. **Transfer or encumbrance of property.** Except as provided by Government regulations, the Borrower shall not lease, assign, sell, transfer, offer for sale or encumber, voluntarily or otherwise, any property of the property without the written consent of the Government. The Government may grant consents, partial releases, subdivisions, and satisfactions in accordance with Government regulations.

13. **Inspection.** At all reasonable times the Government may inspect the property to ascertain whether the covenants and agreements contained in this instrument are being performed.

14. **Hazardous substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the property. The preceding sentence shall not apply to the presence, use, storage on the property of small quantities of hazardous substances that are generally recognized to be appropriate to normal use and maintenance of the property. Borrower covenants that Borrower has made full disclosure of any such known, existing hazardous conditions affecting the property. Borrower shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any federal, state, or local environmental law or regulation. Borrower shall promptly give the Government written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, of any removal or other remedial action in accordance with applicable environmental laws of any hazardous substance affecting the property, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental laws and regulations. As used in this paragraph, "hazardous substance" means any substance defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means Federal laws and regulations and laws and regulations of the jurisdiction where the property is located that relate to health, safety or environmental protection.

15. **Adjustment; release; waiver; forbearance.** In accordance with Government regulations, the Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and resubmit the payments on the note, (d) release any party who is liable under the note from liability to the Government, (e) release portions of the property and subordinate its sale, and (f) waive any of its rights under this instrument. Any and all of these can and will be done without affecting the lien or the priority of this instrument or Borrower's liability to the Government for payment of the note secured by this instrument unless the Government provides otherwise in writing. HOWEVER, any forbearance by the Government - whether once or often - is exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy.

16. **Graduation.** If the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower shall, upon the Government's request, apply for and accept such a loan in sufficient amount to pay the note secured by this instrument and to pay for stock necessary to be purchased in a cooperative lending agency in connection with such loan.

17. **Forfeiture.** Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun in that the Government's good faith judgment would result in forfeiture of the property or otherwise materially impair the lien created by this instrument or the Government's security interest. Borrower may cure such default by causing the action or proceeding to be dismissed with a ruling that precludes forfeiture of the Borrower's interest in the property or other material impairment of the lien created by this security instrument or the Government's security interest.

18. **False statement.** Borrower shall be in default if Borrower, during the loan application process or the loan closeout process, gave materially false or inaccurate information or statements to the Government or failed to provide the Government with any material information in connection with the loan evidenced by the note.

19. **Cross Collateralization.** Defeasance of this instrument shall constitute default under any other security instrument held by the Government and executed or assumed by Borrower. Default under any other security instrument shall constitute default under this instrument.

20. **Highly erodable land; wetlands.** Any loan secured by this instrument will be in default if Borrower uses any land proceeds for a purpose that will contribute to excessive erosion of highly erodable land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 C.F.R. part 1940, subpart G, or any successor Government regulation.
21. Non-discrimination. If any part of the loan for which this instrument is given shall be used to finance the purchase, construction, or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so: (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, national origin, disability, familial status or age, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, national origin, disability, familial status or age.

22. Notices. Notices given under this instrument shall be sent by certified mail unless otherwise required by law. Such notices shall be addressed, unless and until some other address is designated in a notice, in the case of the Government to the State Executive Director of the Farm Service Agency at the mailing address shown above, and in the case of Borrower at the address shown in the Government's Finance Office records (which normally will be the same as the mailing address shown above).

23. Governing law; severability. This instrument shall be governed by Federal law. If any provision of this instrument or the note or its application to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this instrument or the note which can be given effect without the invalid provision or application. The provisions of this instrument are severable. This instrument shall be subject to the present regulations of the Government, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

24. Successors and assigns; joint and several covenants. The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Government and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this instrument but does not execute the Note: (a) co-signs this instrument only to mortgage, grant and convey that Borrower's interest in the property under this instrument; (b) is not personally obligated to pay the sums secured by this instrument; and (c) agrees that the Government and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this instrument or the note without that Borrower's consent.

25. No merger. If this instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the property, the leasehold and the fee title shall not merge unless the Government agrees to the merger in writing. If the property is conveyed to the Government, title shall not merge (unless the Government elects otherwise) and the lien provided under this instrument shall not be affected by such conveyance.

26. Time is of the essence. Time is of the essence in the Borrower's performance of all duties and obligations under this instrument.

NON-UNIFORM COVENANTS. Borrower further COVENANTS AND AGREES as follows:

27. Default; death; incompetence; bankruptcy. Should default occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the Borrower die or be declared incompetent, or should the Borrower be discharged in bankruptcy or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid and any note to the Government hereby secured immediately due and payable, (b) for the account of Borrower and any reasonable expenses for repair or maintenance of, and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument and sell the property as prescribed by law; and (e) enforce any and all other rights and remedies provided herein or by present or future law.

28. State law. Borrower agrees that the Government will not be bound by any present or future State laws (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of any action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

29. Assignment of leases and rents. Borrower agrees that the assignment of leases and rents in this instrument is immediately effective on the recording of this instrument. Upon default, the Borrower will receive any rents in trust for the Government, and Borrower will not commingle the rents with any other funds. Any amounts collected shall be applied at the Government's discretion first to costs of managing, preserving and the property, and to any other necessary related expenses. Any remaining amounts shall be applied to reduce the debt evidenced by the note(s). Borrower agrees that the Government may demand that Borrower and Borrower's tenants pay all rents due or to become due directly to the Government if the Borrower defaults and the Government notifies Borrower of the default. Upon such notice, Borrower will endorse and deliver to the Government any payments of rents. If the Borrower becomes subject to a bankruptcy, then Borrower agrees that the Government is entitled to receive relief from the automatic stay in bankruptcy for the purpose of enforcing this assignment.

30. Application of foreclosure proceeds. The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with this instrument, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all other debt to the Government secured by this instrument, (d) lien fees of record required by law or a competent court to be so paid, (e) at the Government's option, any other debt of Borrower to the Government, and (f) any balance to Borrower. If the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to the Government, in the order prescribed above.
By signing below, Borrower accepts and agrees to the terms and covenants contained in this instrument and in any rider executed by Borrower and recorded with this instrument.

For Entities:

__________________________________________  (Name of Borrower)
By: _______________________________  (SEAL)
By: _______________________________  (SEAL)
By: _______________________________  (SEAL)
Attest: _______________________________  (SEAL)

For Individuals:

__________________________________________  Ben L. Allen
By: _______________________________  (SEAL)
__________________________________________  Shanna M. Allen
By: _______________________________  (SEAL)

ACKNOWLEDGMENTS

STATE OF OREGON
COUNTY OF Coos  } ss.  (Individuals)
On this 17 day of November, 2009, before me personally appeared Ben L. Allen
and Shanna M. Allen
(Name(s) of persons acknowledging)
known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he, she, or they signed and delivered the instrument as his, her, or their free and voluntary act, for the uses and purposes set forth.

__________________________________________  Vicki Rossbach
OFFICIAL SEAL
VICKI ROSSBACK
NOTARY PUBLIC-OREGON
COMMISSION NO. 418114
MY COMMISSION EXPIRES JULY 11, 2011

STATE OF OREGON
COUNTY OF ____________________________  } ss.  (Partnership)
The foregoing instrument was acknowledged before me this ________ day of _______________, 20____, by ____________________________, a(n) ____________________________, on behalf of ____________________________ , a(n) ____________________________, a(n) ____________________________, a(n) ____________________________, a(n) ____________________________, a(n) ____________________________, a(n) ____________________________, a(n) ____________________________, a(n) ____________________________, a(n) ____________________________, a(n) ____________________________, a(n) ____________________________, a(n) ____________________________, a(n) ____________________________, a(n) ____________________________, a(n) ____________________________, a(n) ____________________________, a(n) ____________________________, a(n) ____________________________, a(n) ____________________________, a(n) ____________________________, a(n) ____________________________, a(n) ____________________________, a(n) 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Exhibit "A"

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

PARCEL 1:

BEGINNING AT LOW WATER MARK ON THE COQUILLE RIVER WHERE THE EASTERN BOUNDARY OF LOT 6, SECTION 31, TOWNSHIP 28 SOUTH, RANGE 12 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, COMES TO THE SAME AND RUN THENCE NORTH 171-1/2 RODS; THENCE WEST 14-2/3 RODS; THENCE SOUTH TO THE LOW WATER MARK OF SAID RIVER; THENCE ALONG LOW WATER MARK TO THE PLACE OF BEGINNING.

PARCEL 2:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND LOT 7 OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 12 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, SAVE AND EXCEPT THE FOLLOWING: A PARCEL OF LAND HERETOFORE CONVEYED TO ANNA NELSON BY DEED RECORDED IN BOOK 10, PAGE 38, DEED RECORDS OF COOS COUNTY, OREGON, AS FOLLOWS: COMMENCING AT A STAKE ON THE EAST BANK OF THE COQUILLE RIVER, FROM WHICH A MYRTLE STUMP 2 FEET IN DIAMETER BEARS NORTH 56º WEST 73 LINKS; THENCE NORTH 20º EAST 13 RODS; THENCE WEST 10º SOUTH 18-1/4 RODS; THENCE SOUTH 10º EAST 17 RODS TO LOW WATER MARK ON THE COQUILLE RIVER; THENCE ALONG LOW WATER MARK 13 RODS; THENCE NORTH 10º WEST 5 RODS TO THE PLACE OF BEGINNING. ALSO, EXCEPTING 1 ACRE HERETOFORE CONVEYED TO JONAS R. NEWCOMER BY DEED RECORDED IN BOOK 10, PAGE 59, DEED RECORDS OF COOS COUNTY, OREGON. ALSO, EXCEPTING A PARCEL CONVEYED TO ANNA NELSON BY DEED RECORDED IN BOOK 15, PAGE 424, DEED RECORDS OF COOS COUNTY, OREGON, AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT IN DEED RECORDED IN BOOK 10, PAGE 38, DEED RECORDS OF COOS COUNTY, OREGON; THENCE WEST 11º SOUTH 10 RODS 8 LINKS; THENCE SOUTH 11º WEST 17 RODS TO LOW WATER MARK ON COQUILLE RIVER; THENCE UP SAID RIVER AT SAID LOW WATER MARK TO SOUTHWEST CORNER OF LOT FIRST MENTIONED; THENCE TO PLACE OF BEGINNING. ALSO, EXCEPTING THE FOLLOWING TRACT HERETOFORE CONVEYED TO PORT OF COQUILLE RIVER BY DEED RECORDED IN BOOK 83, PAGE 272, DEED RECORDS OF COOS COUNTY, OREGON; COMMENCING AT THE SECTION CORNER TO SECTIONS 29, 30, 31 AND 32 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 52.55 CHAINS; THENCE WEST 2.89 CHAINS TO THE PLACE OF BEGINNING AND A 1-1/4 INCH IRON PIPE FROM WHICH THE SOUTHWEST CORNER OF THE CREAMERY BUILDING BEARS NORTH 8º WEST .528 CHAINS; THENCE SOUTH 75º 30' WEST 1.62 CHAINS TO A 1-1/4 INCH IRON PIPE; THENCE SOUTH 68º 30' WEST 3 CHAINS TO A 1-1/4 INCH IRON PIPE; THENCE SOUTH .70 CHAINS TO THE LOW WATER LINE OF THE COQUILLE RIVER; THENCE UP THE LOW WATERLINE OF THE RIGHT BANK OF THE COQUILLE RIVER TO A POINT WHICH IS SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH .76 CHAINS TO THE PLACE OF BEGINNING. ALSO, EXCEPTING THE FOLLOWING: COMMENCING AT THE SECTION CORNER TO SECTIONS 29, 30, 31 AND 32 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 52.55 CHAINS; THENCE WEST 2.89 CHAINS; THENCE SOUTH 75º 30' WEST 1.62 CHAINS; THENCE NORTH 6º WEST 2.25 CHAINS TO AN IRON STAKE WHICH IS THE NORTHEAST CORNER AND PLACE OF BEGINNING OF THE TRACT HEREINAFTER DESCRIBED; RUNNING THENCE WEST 10º SOUTH 18-1/4 RODS;
THENCE WEST 11° SOUTH 10 RODS 8 LINKS; THENCE SOUTH 11° WEST 17 RODS, MORE OR LESS, TO LOW WATER LINE; THENCE UPSTREAM FOLLOWING LOW WATER LINE TO A POINT SOUTH 10° EAST 5 RODS FROM A POINT WHICH IS SOUTH 20° WEST 13 RODS FROM THE PLACE OF BEGINNING; THENCE NORTH 10° WEST 5 RODS; THENCE NORTH 20° EAST 13 RODS TO THE PLACE OF BEGINNING. ALSO, EXCEPTING THE FOLLOWING: COMMENCING AT THE SECTION CORNER OF SECTIONS 29, 30, 31 AND 32 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 52.55 CHAINS; THENCE WEST 2.89 CHAINS; THENCE SOUTH 75° 30' WEST 1.62 CHAINS; THENCE NORTH 69° WEST 2.25 CHAINS; TO AN IRON STAKE WHICH IS THE NORTHEAST CORNER OF THE TRACT OF LAND KNOWN AS THE MCCLOSKEY TRACT; THENCE WEST 10° SOUTH 18-1/4 RODS; THENCE WEST 11° SOUTH 10 RODS 8 LINKS, BEING THE PLACE OF BEGINNING AND BEING THE NORTHWEST CORNER OF THE MCCLOSKEY TRACT; RUNNING THENCE WEST 11° SOUTH 9-1/2 RODS; THENCE SOUTH 11° WEST 20 RODS, MORE OR LESS, TO LOW WATER MARK OF COQUILLE RIVER; THENCE FOLLOWING LOW WATER MARK UPSTREAM 9-1/2 RODS TO A POINT, BEING THE SOUTHWEST CORNER OF THE MCCLOSKEY TRACT AND BEING SOUTH 11° WEST 17 RODS FROM THE PLACE OF BEGINNING; THENCE NORTH 11° EAST 17 RODS TO THE PLACE OF BEGINNING.

PARCEL 3:


PARCEL 4:

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 28 SOUTH, RANGE 12 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8 INCH IRON ROD ON THE EAST BOUNDARY OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SAID ROD BEING 1591.97 FEET NORTH AND 1325.93 FEET WEST OF THE SOUTH QUARTER CORNER OF SAID SECTION 32; THENCE SOUTH 87° 09' WEST 250 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 16° 21' WEST 730.95 FEET TO A 5/8 INCH IRON ROD SET ON THE SOUTHEASTERLY BOUNDARY OF THE COUNTY ROAD; THENCE ALONG SAID ROAD BOUNDARY ON THE FOLLOWING COURSES; AROUND A 1125.92 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 46° 00' EAST 31.45 FEET; THENCE NORTH 47° 36' EAST 268.55 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF THE SOUTHERN PACIFIC RAILROAD; THENCE ALONG SAID RAILROAD BOUNDARY SOUTH 42° 17' EAST 391.70 FEET TO A POINT ON THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG THE 1/16 SECTION LINE SOUTH 1° 27' WEST 617.1 FEET TO THE POINT OF BEGINNING.
PARCEL 5:

BEGINNING AT A 5/8 INCH IRON ROD AT A POINT 1591.97 FEET NORTH 1325.93 FEET WEST AND SOUTH 87° 09' WEST 250 FEET OF THE SOUTH QUARTER CORNER OF SECTION 32, TOWNSHIP 28 SOUTH, RANGE 12 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON; THENCE SOUTH 87° 09' WEST 101.5 FEET; THENCE NORTH 62° 55' WEST 387.75 FEET; THENCE NORTH 24° 45' WEST 278 FEET TO THE SOUTHERLY BORDER OF THE COUNTY ROAD; THENCE NORTHEASTERLY ALONG SAID COUNTY ROAD BORDER 470 FEET TO THE NORTHWEST CORNER OF THE PARCEL CONVEYED TO COQUILLE LODGE NO. 53, IOOF, COQUILLE, OREGON ON MAY 13, 1964 IN BOOK 309, PAGE 463, DEED RECORDS OF COOS COUNTY, OREGON; THENCE SOUTH 16° 21' EAST 730.95 FEET TO THE POINT OF BEGINNING.

Tax Parcel Number: 8703.01, 8726.04 and 8726.06
## Statement of Tax Account

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

8/20/2014 9:56:22 AM

ALLEN, ERNEST E. & ALLEN, LYNNE L.; L/E  
ALLEN, BEAU L. & SHAWNA  
888 7TH ST  
MYRTLE POINT, OR 97458-1132

| Tax Account # | 970301 | Lender |  
| Roll Type | Real Property | Loan # |  
| Situs Address | 94315 LOWER NORWAY LN, MYRTLE POINT, OR 97458 | Property ID | 4105 28S12310000900 |  
| Interest To | Sep 15, 2014 |  |

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# COOS County Assessor's Summary Report

**Real Property Assessment Report**

**FOR ASSESSMENT YEAR 2014**

**NOT OFFICIAL VALUE**

August 20, 2014 6:55:19 pm

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**SITE AMENITIES**

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**NOTATIONS:**

- FARM/FOREST POTL ADD'L TAX LIABILITY
- CLERICAL ERROR DECREASE ADDED 2011
- SUBSEQUENT YEAR UPDATE ADDED 2012
- SEPARATING IMPROVEMENTS-NO VALUE OR/AND ADDED 1960
- FARM HOMESITE ADDED 1991

**Comments:** NORWAY RIVER RD