

**LAND USE PERMIT APPLICATION – BALANCE OF COUNTY
COOS COUNTY PLANNING DEPARTMENT**

COMPLETED BY STAFF

<p>Received By: <u>AMB</u></p> <p>Date Submitted: <u>4/2/20</u></p> <p>Application No.: <u>P-20-003</u></p> <p>Fee: <u>1785⁰⁰</u></p> <p>Fee Paid: <u>1785⁰⁰</u></p> <p>Receipt No.: <u>214594</u></p>	<p><input type="checkbox"/> COMP PLAN AMENDMENT</p> <p><input type="checkbox"/> ZONE CHANGE</p> <p><input type="checkbox"/> TEXT AMENDMENT</p> <p>CONDITIONAL USE REVIEW</p> <p><input type="checkbox"/> HEARINGS BODY</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> <p><input type="checkbox"/> VARIANCE</p> <p><input type="checkbox"/> LAND DIVISION *</p> <p><input type="checkbox"/> HAZARD REVIEW *</p> <p><input type="checkbox"/> FARM OR FOREST REVIEW *</p> <p><input type="checkbox"/> FAMILY/MEDICAL HARDSHIP*</p> <p><input type="checkbox"/> HOME OCCUPATION/COTTAGE INDUSTRY</p> <p>*Supplemental Application required</p> <p>STAFF NOTES:</p>
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Please type or clearly print all of the requested information below. Please be sure to include any supplemental application for if required.

I. APPLICANT

Name: Michael Wallace

Mailing Address: P.O. Box 210

City State Zip
Coos Bay OR 97420

Daytime Phone

541-297-7773

Email:

II. OWNER(S)

Name: Michael G. & Debra L. Wallace

Mailing Address: P.O. Box 210

City State Zip
Coos Bay OR 97420

Daytime Phone

541-297-7773

Email:

III. PROPERTY - If multiple properties are part of this review please check here and attached a separate sheet with property information.

Location or Address: 66577 North Bay Road, North Bend, OR 07459

No. Acreage 14.26

Tax Acct. 182700

Township: Range: Section: ¼ Section: 1/16 Section: Tax lot:

24S 13W 25 0 0 1400

Zone: Rural Residential-2 Water Service Type: On site

Sewage Disposal Type: On-site

School District: North Bend

Fire District: North Bay

IV. REQUEST SUMMARY - Create a three parcel partition.

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

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

- A. A written statement of intent, attached to this application, with necessary supporting evidence which fully and factually describes the following:
1. A complete explanation of how the request complies with the applicable provisions and criteria in the Zoning Ordinance. A planner will explain which sections of the Ordinance pertain to your specific request. You must address each of the Ordinance criteria on a point-by-point basis in order for this application to be deemed complete.
 2. A description of the property in question, including, but not limited to the following: size, vegetation, crops grown, access, existing buildings, topography, etc.
 3. A complete description of the request, including any new structures proposed.
 4. If applicable, documentation from sewer and water district showing availability for connection.
- B. A plot plan (map) of the property. Please indicate the following on your plot plan:
1. Location of all existing and proposed buildings and structures
 2. Existing County Road, public right-of-way or other means of legal access
 3. Location of any existing septic systems and designated repair areas
 4. Limits of 100-year floodplain elevation (if applicable)
 5. Vegetation on the property
 6. Location of any outstanding physical features
 7. Location and description (paved, gravel, etc.) of vehicular access to the dwelling location
- C. A copy of the current deed, including the legal description, of the subject property. Copies may be obtained at the Coos County Clerk's Office.

I certify that this application and its related documents are accurate to the best of my knowledge. I am aware that there is an appeal period following the date of the Planning Director's decision on this land use action. I understand that the signature on this application authorizes representatives of the Coos County Planning Department to enter upon the subject property to gather information pertinent to this request. If the application is signed by an agent, the owner's written authorization must be attached.

If this application is refereed directly to a hearings officer or hearings body I understand that I am obligated to pay the additional fees incurred as part of the conditions of approval. I understand that I/we are not acting on the county's behalf and any fee that is a result of complying with any conditions of approval is the applicants/property owner responsibility. I understand that conditions of approval are required to be complied with at all time and an violation of such conditions may result in a revocation of this permit.

x Michael S Wallace

TENTATIVE PARTITION MAP

LOCATED IN THE S1/2 SW1/4 SEC. 25 & N1/2 NW1/4 SEC. 36,
T.24S., R.13W., W.M., COOS COUNTY, OREGON
(T.L. 1400 - T24-R13-25 - 14.11 ACRES SURVEYED)

EASEMENTS

MINERAL RIGHTS RESERVED PER BOOK 107, PAGE
414, DEED RECORDS.

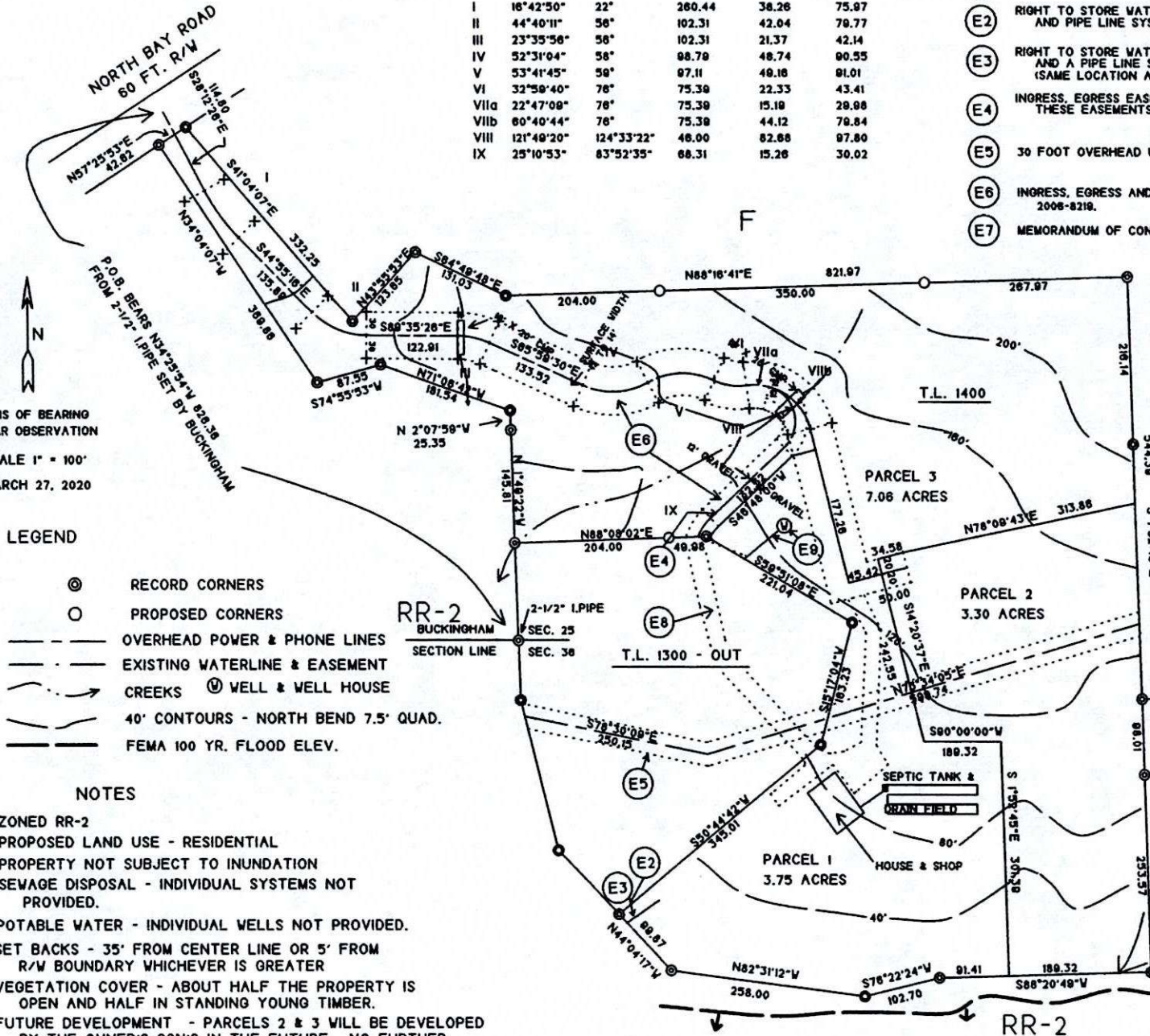
CURVE TABLE

	Δ	D	R	T	L
I	16°42'50"	22"	260.44	38.26	75.97
II	44°40'11"	56"	102.31	42.04	70.77
III	23°35'56"	58"	102.31	21.37	42.14
IV	52°31'04"	58"	98.70	48.74	90.55
V	53°41'45"	59"	97.11	49.18	91.01
VI	32°59'40"	76"	75.39	22.33	43.41
VIIa	22°47'09"	76"	75.39	15.19	29.98
VIIb	60°40'44"	76"	75.39	44.12	78.84
VIII	121°49'20"	124°33'22"	48.00	82.68	97.80
IX	25°10'53"	83°52'35"	88.31	15.28	30.02

- (E1) ELECTRIC POWER LINE EASEMENT, UNDESCRIBED LOCATION AND WIDTH WITH RIGHTS TO MAINTAIN PER BOOK 138, PAGE 10.
- (E2) RIGHT TO STORE WATER COLLECTED FROM A SPRING ON THE SUBJECT PROPERTY AND PIPE LINE SYSTEM, UNDESCRIBED LOCATION PER BOOK 212, PAGE 438.
- (E3) RIGHT TO STORE WATER COLLECTED FROM A SPRING ON THE SUBJECT PROPERTY AND A PIPE LINE SYSTEM WITH UNDESCRIBED LOCATION PER BOOK 318, PAGE 424 (SAME LOCATION AS BOOK 212, PAGE 438).
- (E4) INGRESS, EGRESS EASEMENT AND WATER LINE EASEMENT PER INST. NO. 65-8-0563. THESE EASEMENTS ARE FBO TL 1300 OVER TL 1400.
- (E5) 30 FOOT OVERHEAD UTILITY EASEMENT PER INST. NO. 91-02-0558.
- (E6) INGRESS, EGRESS AND UTILITY EASEMENT FBO TL 1300 OVER TL 1400 PER INST. NO. 2008-8218.
- (E7) MEMORANDUM OF CONTRACT SALE FOR TL 1400, INST. NO. 2007-4824.
- (E8) EASEMENT FOR INGRESS & EGRESS OVER TL 1300, FBO TL 1400 PER INST. NO. 2009-8882, 14 FOOT WIDTH.
- (E9) WELL, WELL HOUSE & WATERLINE EASEMENT FBO TL 1300 OVER TL 1400 PER INST. NO. 2010-5180.

PROPERTY LIENS

- (L1) DECREE OF DISSOLUTION, CIRCUIT COURT CASE 07DM0740, IF APPLICABLE, PROPERTY SETTLEMENT, DATED MAY 16, 2008, COUPLE STILL TOGETHER.
- (L2) JUDGEMENT FOR \$8,503.48, CREDITOR: CAPITOL ONE BANK, USA NA, PER CIRCUIT COURT CASE 09CV0459, DATED JULY 22, 2009.
- (L3) JUDGEMENT FOR \$3,905.40, CREDITOR: ASSET ACCEPTANCE, LLC, PER CIRCUIT COURT CASE 10CV0437, DATE ENTERED JULY 23, 2010.
- (L4) JUDGEMENT FOR \$15,278.70, CREDITOR: H & S FINANCIAL, INC. PER CIRCUIT COURT CASE 11CV0662, DATE ENTERED DEC. 23, 2011.
- (L5) JUDGEMENT FOR \$7,885.03, CREDITOR: MIDLAND FINANCIAL, INC. PER CIRCUIT COURT CASE 12CV0184, DATE ENTERED OCTOBER 20, 2012.



BASIS OF BEARING
SOLAR OBSERVATION
SCALE 1" = 100'
MARCH 27, 2020

LEGEND

- ⊙ RECORD CORNERS
- PROPOSED CORNERS
- OVERHEAD POWER & PHONE LINES
- - - EXISTING WATERLINE & EASEMENT
- ~ CREEKS
- ⊙ WELL & WELL HOUSE
- 40' CONTOURS - NORTH BEND 7.5' QUAD.
- FEMA 100 YR. FLOOD ELEV.

NOTES

- ZONED RR-2
- PROPOSED LAND USE - RESIDENTIAL
- PROPERTY NOT SUBJECT TO INUNDATION
- SEWAGE DISPOSAL - INDIVIDUAL SYSTEMS NOT PROVIDED.
- POTABLE WATER - INDIVIDUAL WELLS NOT PROVIDED.
- SET BACKS - 35' FROM CENTER LINE OR 5' FROM R/W BOUNDARY WHICHEVER IS GREATER
- VEGETATION COVER - ABOUT HALF THE PROPERTY IS OPEN AND HALF IN STANDING YOUNG TIMBER.
- FUTURE DEVELOPMENT - PARCELS 2 & 3 WILL BE DEVELOPED BY THE OWNER'S SON'S IN THE FUTURE. NO FURTHER DEVELOPMENT IS PLANNED.

SURVEY FOR:
MICHAEL & DEBRA WALLACE
P.O. BOX 548
NORTH BEND, OR. 97459

SURVEY BY:
MULKINS & RAMBO, LLC
P.O. BOX 809
NORTH BEND, OR. 97459





300 W Anderson
(541)269-5127

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

To ("Customer"): Mulkins and Rambo, LLC
PO Box 809
North Bend, OR 97459

Customer Ref.: _____
Order No.: 360619028932
Effective Date: October 8, 2019 at 08:00 AM
Charge: \$250.00

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

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

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

Michael G. Wallace and Debra L. Wallace, as tenants in common

Premises. The Property is:

(a) Street Address:

66577 North Bay Road, North Bend, OR 97459

(b) Legal Description:

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

Part Two - Encumbrances

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

EXCEPTIONS

1. 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 2019-2020.
2. Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2018-2019
Amount: \$505.70
Levy Code: 1308
Account No.: 182700
Map No.: 24-13-25 TL 1400

3. Rights of the public to any portion of the Land lying within the area commonly known as public roads, streets and highways.
4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Reserved by: Strong & McNaughton Trust Company, a corporation
Recording Date: April 1, 1929
Recording No: Book 107, Page 414

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

E1
Granted to: West Coast Power Company
Recording Date: April 2, 1940
Recording No: Book 136, Page 10

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

E2
Granted to: Lee J. Sausser and Maybelle E. Sausser
Recording Date: September 21, 1951
Recording No: Book 212, Page 438

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

E3
Granted to: Gilhart J. Shankey and Mary L. Shankey
Recording Date: April 9, 1965
Recording No: Book 316, Page 424

8. Easement(s) and maintenance agreement, including the terms and provisions thereof,

E4
Recording Date: August 23, 1965
Recording No: 65-08-0563

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

E5
Granted to: Central Lincoln People's Utility District; a municipal corporation
Recording Date: February 19, 1991

- Recording No: 91-02-0558
10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Michael Wallace and Debra L. Wallace
Recording Date: June 20, 2006
Recording No: 2006-8219
11. A contract of sale by and between the parties named below
- Dated: August 21, 2006
Vendor: Michael G. Wallace and Debra L. Wallace
Vendee: Pacific Northwest Building Specialist, Inc., an Oregon corporation
Recording Date: April 18, 2007
Recording No: 2007-4924
12. Terms and provisions of Decree of Dissolution and, if applicable, Property Settlement Agreement, entered in the Circuit Court for Coos,
- Case No.: 07DM0740
Entered: May 16, 2008
Petitioner: Michael Guy Wallace
Respondent: Debra Lou Wallace
13. A judgment, for the amount shown below, and any other amounts due:
- Amount: \$8,593.48
Debtor: Debra L. Wallace
Creditor: Capital One Bank, USA NA
Date entered: July 22, 2009
County: Coos
Court: Circuit
Case No.: 09CV0459
14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Pacific Northwest Building Specialists, Inc., an Oregon corporation
Recording Date: September 30, 2009
Recording No: 2009-9882
15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Federal National Mortgage Association
Recording Date: June 10, 2010
Recording No: 2010-5180
16. A judgment, for the amount shown below, and any other amounts due:
- Amount: \$3,905.40
Debtor: Debra L. Wallace
Creditor: Asset Acceptance, LLC
Date entered: July 23, 2010
County: Coos
Court: Circuit
Case No.: 10CV0437

17. A judgment, for the amount shown below, and any other amounts due:

Amount: \$15,278.70
Debtor: Debra L. Wallace
Creditor: H & S Financial, Inc.
Date entered: December 23, 2011
County: Coos
Court: Circuit
Case No.: 11CV0662

18. A judgment, for the amount shown below, and any other amounts due:

Amount: \$7,885.03
Debtor: Debra Wallace
Creditor: Midland Financial, LLC
Date entered: October 20, 2012
County: Coos
Court: Circuit
Case No.: 12CV0164

End of Reported Information

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

John Beaver
541-269-5127
john.beaver@ticortitle.com

Ticor Title Company of Oregon
300 W Anderson
Coos Bay, OR 97420

EXHIBIT "A"
Legal Description

Parcel 1: Beginning at an iron pipe set in the ground at a point 273.0 feet North and 423.1 feet East of the meander corner between Section 25 and Section 36 of Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence North 24.3 feet; thence North 69° 29' West 181.5 feet; thence South 76° 0' West 87.3 feet; thence North 33° 0' West 368.8 feet; thence North 58° 30' East 42.5 feet; thence South 40° 0' East 331.3 feet; thence North 45° 0' East 123.3 feet; thence South 63° 15' East 130.6 feet; thence East 822.5 feet; thence South 643.0 feet; thence North 60° 15' West 947.4 feet, more or less, to the Point of Beginning, located in Government Lot 1 of Section 25 and Government Lot 1 of Section 36, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon.

Parcel 2: A parcel of land located in the South Half of the Southwest Quarter of Section 25, and the North Half of the Northwest Quarter of Section 36, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows: Beginning at an iron pipe set in the ground at a point 423.1 feet East of the meander corner between Section 25 and Section 36 of Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon as surveyed by D.L. Buckingham dated February 22 and 23, 1929; thence North 1° 49' 16" West a distance of 271.57 feet to the True Point of Beginning marked by a 2 ½" iron pipe; thence South 1° 49' 16" West a distance of 145.81 feet to a 5/8" iron rod; thence North 88° 08' 02" East a distance of 253.98 feet to a 5/8" iron rod; thence South 59° 51' 08" East a distance of 221.04 feet to a 5/8" iron rod; thence South 15° 17' 04" West a distance of 163.23 feet to a 5/8" iron rod; thence South 50° 44' 42" West a distance of 345.01 feet to a 5/8" iron rod; thence South 44° 04' 17" East a distance of 99.87 feet to a 2 ½" iron pipe; thence South 82° 31' 12" East a distance of 258.00 feet to a 5/8" iron rod; thence North 76° 22' 24" East a distance of 102.70 feet to a 1" iron pin; thence North 88° 20' 49" East a distance of 280.73 feet to a 2 ½" iron pipe over a double barrel shotgun; thence North 1° 52' 45" West a distance of 253.57 feet to a 1 ½" iron pipe; thence North 62° 03' 26" West a distance of 947.24 feet to the True Point of Beginning.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

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

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

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

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

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

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

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

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

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

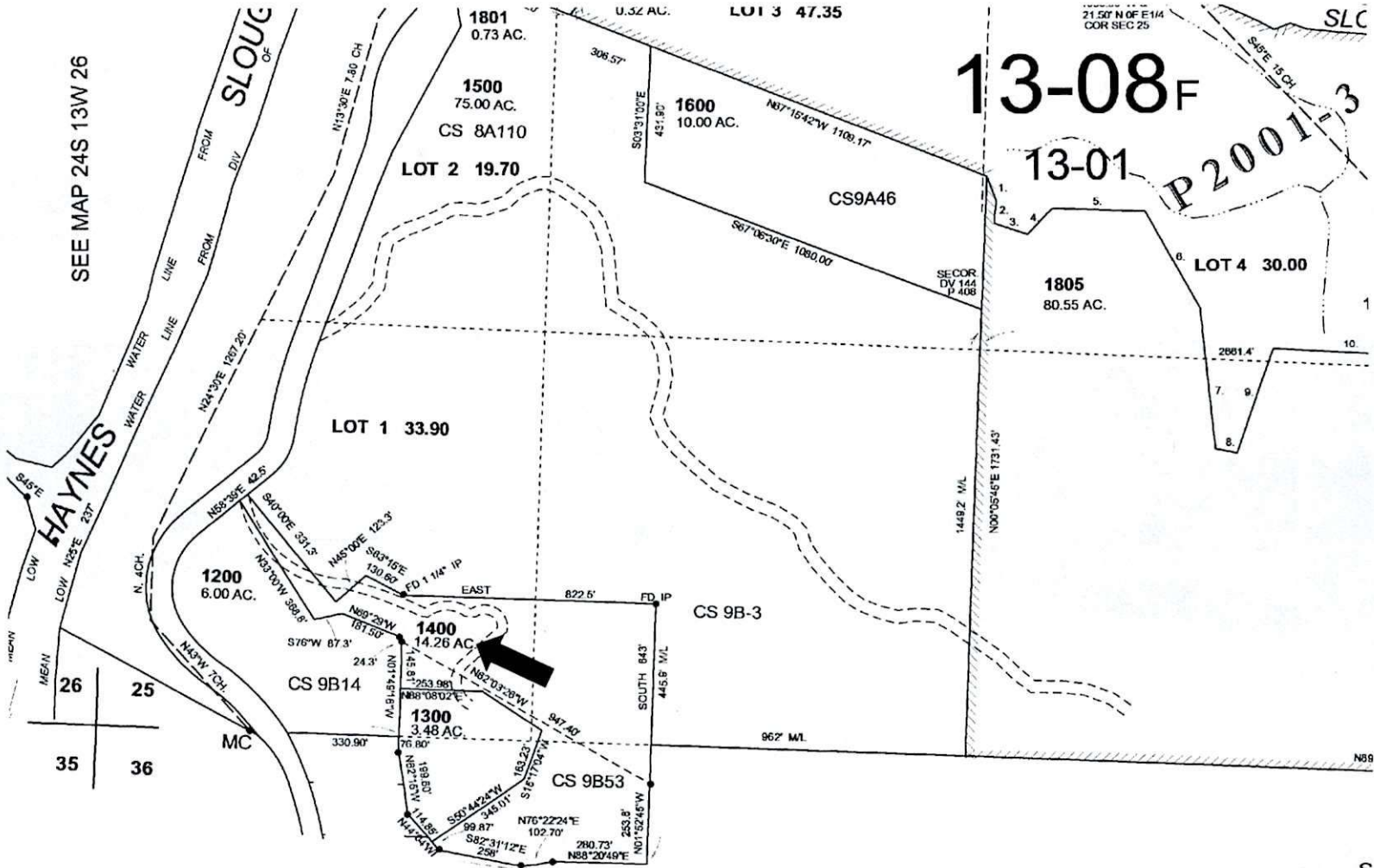
END OF THE LIMITATIONS OF LIABILITY



TICOR TITLE™



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



SEE MAP 24S 13W 26

SEE MAP 24S 13W 36B

S

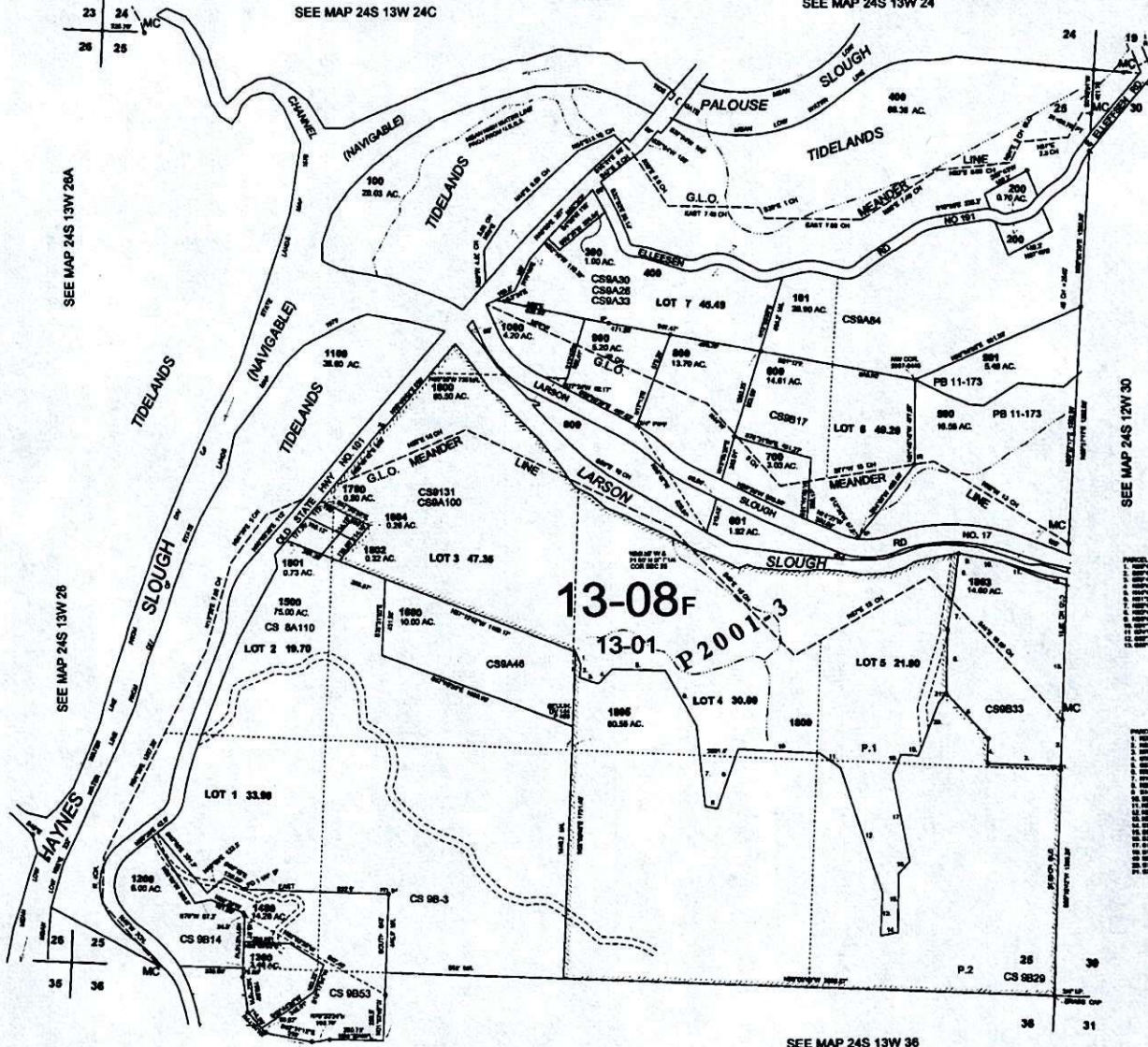
SECTION 25 T24S R13W W.M.
COOS COUNTY

24S 13W 25

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

1" = 400'

CANCELLED NO.



- 102
- 401
- 402
- 1100M1
- 1200M1
- 1300M1
- 1400M1
- 1800M1
- 1800M1
- 103
- 1301

- PARCEL 1001
- 1. 1001.00 AC.
 - 2. 1001.00 AC.
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- PARCEL 1002
- 1. 1002.00 AC.
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 - 20. 1002.00 AC.

SEE MAP 24S 13W 36

09-12-2018

24S 13W 25

COOS County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2019

NOT OFFICIAL VALUE

October 9, 2019 2:38:40 pm

Account # 182700 Map # 24S13250001400 Code - Tax # 1308-182700 Legal Descr See Record Mailing Name WALLACE, MICHAEL G. & DEBRA L. Agent PACIFIC NORTHWEST BLDG SPECIALISTS In Care Of Mailing Address PO BOX 210 COOS BAY, OR 97420-0024 Prop Class 661 MA SA NH Unit RMV Class 600 01 07 RRL 3287-1	Tax Status ASSESSABLE Acct Status ACTIVE Subtype NORMAL Deed Reference # See Record Sales Date/Price See Record Appraiser
--	--

Situs Address(s)	Situs City
ID# 66577 NORTH BAY RD	NORTH BEND

Code Area	RMV	MAV	Value Summary			RMV Exception	CPR %
			AV	SAV	MSAV		
1308 Land	65,402					Land	0
Impr.	30,970					Impr.	0
Code Area Total	96,372	42,520	43,778	1,942	1,258		0
Grand Total	96,372	42,520	43,778	1,942	1,258		0

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown			LUC	Trended RMV	
						TD%	LS	Size			
1308	20	<input checked="" type="checkbox"/>		RR-2	Market	111	A	1.00	MISC	003	63,460
1308	30	<input checked="" type="checkbox"/>		RR-2	Small Tract Forest land	100	A	4.00	STF-C	006*	586
1308	10	<input type="checkbox"/>		RR-2	Small Tract Forest land	100	A	9.26	STF-C	006*	1,356
Grand Total								14.26			65,402

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown		Total Sq. Ft.	Ex% MS Acct #	Trended RMV
					TD%				
1308	1	1997	319	GP SHED	111		2,080		30,970
Grand Total								2,080	30,970

Code Area	Type	Exemptions/Special Assessments/Potential Liability							
NOTATION(S): ■ FIRE PATROL ADDED 2014 AFFIDAVIT #20303 - #182792 COMBINED INTO #182700 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION									
1308		FIRE PATROL: ■ FIRE PATROL SURCHARGE Amount 47.50 Year 2019 ■ FIRE PATROL TIMBER Amount 21.35 Acres 13.26 Year 2019							

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

9-Oct-2019

WALLACE, MICHAEL G. & DEBRA L.

Tax Account #	182700	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	1308
Situs Address	66577 NORTH BAY RD NORTH BEND, OR 97459	Interest To	Oct 15, 2019

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$505.70	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$492.40	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$479.49	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$469.81	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$464.10	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$73.23	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$73.05	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$621.22	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$606.22	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$592.20	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$609.94	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$561.94	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$462.03	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$460.58	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$436.13	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$155.35	Nov 15, 2003
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$7,063.39	

**COOS COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

10/9/2019 2:39:12 PM

Account # 182700
Map 24S1325-00-01400
Owner WALLACE, MICHAEL G. & DEBRA L.
PACIFIC NORTHWEST BLDG SPECIALISTS
PO BOX 210
COOS BAY, OR 97420-0024

Name Type	Name	Ownership Type	Own Pct
AGENT	PACIFIC NORTHWEST BLDG SPECIALISTS		100.00
OWNER	WALLACE, MICHAEL G. & DEBRA L.	OWNER	100.00

TICOR TITLE INSURANCE

96 04 0614

STATUTORY WARRANTY DEED

Archie A. Mitchell and Darlene J. Mitchell Grantor, conveys and warrants to Michael G. Wallace and Debra L. Wallace, as tenants by the entirety Grantee, the following described real property free of encumbrances except as specifically set forth herein situated in Coos County, Oregon, to wit:

SEE 'LEGAL DESCRIPTION' SHOWN ON EXHIBIT 'A' ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.0930. The said property is free from encumbrances except

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

The true consideration for this conveyance is \$182,500.00 (Here comply with the requirements of ORS 93.030)

Dated this 11th day of April 19 96



Archie A. Mitchell
Archie A. Mitchell

Darlene J. Mitchell
Darlene J. Mitchell

State of Oregon, County of Coos
The foregoing instrument was acknowledged before me this 11th day of April, 1996 by Archie A. Mitchell and Darlene J. Mitchell

State of Oregon, County of _____
The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, President and _____, Secretary of _____ a _____ corporation, on behalf of the corporation.

Janette L. Sweet
Notary Public for Oregon
My commission expires: 8-18-98

Notary Public for Oregon
My commission expires: _____

WARRANTY DEED

GRANTOR: Archie A. Mitchell
GRANTEE: Michael G. Wallace

Until a change is requested, all tax statements shall be sent to the following address:
Michael G. Wallace
P.O. Box 548
North Bend, OR 97459

Escrow No. 6-68-581 Title No. 6-68-581

After recording return to:
Michael G. Wallace
P.O. Box 548
North Bend, OR 97459

AFTER RECORDING
RETURN TO
Ticor Title Insurance
131 N 3rd - Box 1075
Coos Bay, OR 97420-0233

Ticor Title Insurance Company

This Space Reserved for Recorder's Use

RECORDING # 96040614
I, Mary Ann Wilson,
Coos County Clerk, certify
the within instrument
was filed for record at



11:49 ON 04/12/1996
By J. WILSON Deputy

pages 3 Fee \$ 43.00

1612

1613

TICOR Title Insurance Company

6-68-581

For: water storage tank
Records of Coos County, Oregon.
Book: 212
Recorded: September 21, 1951
Page: 438

3. Easement, including the terms and provisions thereof,
To: Lee J. Sausser and Maybelle E. Sausser
From: electric power line
Records of Coos County, Oregon.
Book: 136
Recorded: April 2, 1940
Page: 10

2. Easement, including the terms and provisions thereof,
To: West Coast Power Company
From: electric power line
Records of Coos County, Oregon.
Book: 136
Recorded: April 2, 1940
Page: 10

1. Minerals in instrument, including the terms and provisions thereof,
Revised by: Strong & McNaughton Trust Company, a corporation
Recorded: April 1, 1929
Book: 107
Page: 414
Dead Records of Coos County, Oregon.

The minerals interest reserved or excepted above has not been followed out and subsequent transactions affecting said interest or taxes levied against same are not reflected in this title evidence.

The within described property is subject to the following:
Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon.
located in Government Lot 1 of Section 25 and Government Lot 1 of Section 36,
South 63' 15" East 130.6 feet; thence East 822.5 feet; thence South 643.0 feet;
thence South 40' East 331.3 feet; thence North 45' East 123.3 feet; thence
North 33' 0" West 168.8 feet; thence North 58' 30" East 42.5 feet;
24.3 feet; thence North 69' 29" West 181.5 feet; thence South 76' 0" East 87.3
South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence North
beginning at an iron pipe set in the ground at a point 273.0 feet North and 423.1
feet East of the meander corner between Section 25 and Section 36 of Township 24
South, Range 13 West of the Willamette Meridian, Coos County, Oregon.

PARCEL I:
Beginning at an iron pipe set in the ground on the section line between Section 25
and Section 36, Township 24 South, Range 13 West of the Willamette Meridian, Coos
County, Oregon, at a point 423.1 feet East of the meander corner between said
sections; thence North 273.0 feet; thence South 60' 15" East 97.4 feet; thence
South 153.8 feet; thence West 283.0 feet; thence South 78' 20" East 102.6 feet;
thence North 80' 45" West 256.6 feet; thence North 42' 15" West 214.6 feet; thence
North 12' 15" West 199.6 feet; thence North 76.8 feet, more or less, to the point
of beginning, located in Government Lot 1, Section 25 and Government Lot 1 of
Section 36, Township 24 South, Range 13 West of the Willamette Meridian, Coos
County, Oregon.

LEGAL DESCRIPTION - EXHIBIT "A"

TICOR TITLE INSURANCE

96 04 0614

TICOR TITLE INSURANCE

96 04 0614

4. Easement, including the terms and provisions thereof,
To: Gilhart J. Shankey and Mary L. Shankey
Recorded: April 9, 1965
Book: 316 Page: 424
Records of Coos County, Oregon.
For: water storage tank
5. Terms and provisions regarding maintenance as contained in instrument entitled
"Easement", recorded August 23, 1965, bearing Microfilm Reel No. 65-08-0563,
Records of Coos County, Oregon.
6. Easement, including the terms and provisions thereof,
To: Central Lincoln People's Utility District, a municipal corporation
Recorded: February 19, 1991
Microfilm Reel No. 91-02-0558
Records of Coos County, Oregon.
For: utility

Ticor Title Insurance Company

1614

After recording return to: Michael G. and Debra L. Wallace
P.O. Box 548
North Bend, OR 97459

The true and actual consideration for this conveyance is \$00.00

Until a change is requested, all tax statements are to be
Sent to the following address: Michael G. & Debra L. Wallace
P.O. Box 548
North Bend, OR 97459

PROPERTY LINE ADJUSTMENT DEED

Michael G. Wallace and Debra L. Wallace, as tenants by the entirety, Grantor, conveys and warrants to Michael G. Wallace and Debra L. Wallace, as tenants by the entirety, Grantee, a parcel of land described as follows:

A parcel of land located in the South half of the Southwest quarter of Section 25, and the North half of the Northwest quarter of Section 36, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows:

Beginning at an iron pipe set in the ground at a point 423.1 feet East of the meander corner between Section 25 and Section 36 of Township 24 South Range 13 West of the Willamette Meridian, Coos County, Oregon as surveyed by D.L. Buckingham dated February 22 and 23, 1929; thence N 1°49'16" W a distance of 271.57 feet to the true point of beginning marked by a 2-1/2 inch iron pipe; thence S 1°49'16" W a distance of 145.81 feet to a 5/8 inch iron rod; thence N 88°08'02" E a distance of 253.98 feet to a 5/8 inch iron rod; thence S 59°51'08" E a distance of 221.04 feet to a 5/8 inch iron rod; thence S 15°17'04" W a distance of 163.23 feet to a 5/8 inch iron rod; thence S 50°44'42" W a distance of 345.01 feet to a 5/8 inch iron rod; thence S 44°04'17" E a distance of 99.87 feet to a 2-1/2 inch iron pipe; thence S 82°31'12" E a distance of 258.00 feet to a 5/8 inch iron rod; thence N 76°22'24" E a distance of 102.70 feet to a 1 inch iron pin; thence N 88°20'49" E a distance of 280.73 feet to a 2-1/2 inch iron pipe over a double barrel shotgun; thence N 1°52'45" W a distance of 253.57 feet to a 1-1/2 inch iron pipe; thence N 62°03'26" W a distance of 947.24 feet to the point of beginning.

Coos County Assessor's Account No. 1827.00 and 1827.01.

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

1. The names of the parties to this deed are as set forth above.
2. The description of the adjusted property line is as follows:

Beginning at an iron pipe set in the ground at a point 423.1 feet East of the meander corner between Section 25 and Section 36 of Township 24 South Range 13 West of the Willamette Meridian, Coos County, Oregon as surveyed by D.L. Buckingham dated February 22 and 23, 1929; thence N 1°49'16" W a distance of 271.57 feet to the true point of beginning marked by a 2-1/2 inch iron pipe; thence S 1°49'16" W a distance of 145.81 feet to a 5/8 inch iron rod; thence N 88°08'02" E a distance of 253.98 feet to a 5/8 inch iron rod; thence S 59°51'08" E a distance of 221.04 feet to a 5/8 inch iron rod; thence S 15°17'04" W a distance of 163.23 feet to a 5/8 inch iron rod; thence S 50°44'42" W a distance of 345.01 feet to a 5/8 inch iron rod; thence S 44°04'17" E a distance of 99.87 feet to a 2-1/2 inch iron pipe; thence S 82°31'12" E a distance of 258.00 feet to a 5/8 inch iron rod; thence N 76°22'24" E a distance of 102.70 feet to a 1 inch iron pin; thence N 88°20'49" E a distance of 280.73 feet to a 2-1/2 inch iron pipe over a double barrel

COOS COUNTY CLERK, OREGON TOTAL \$31.00
TERRI L. TURI, CCC, COUNTY CLERK

04/11/2006 #2006-4767
03:13PM 1 OF 2

shotgun; thence N 1°52'45" W a distance of 253.57 feet to a 1-1/2 inch iron pipe; thence N 62°03'26" W a distance of 947.24 feet to the point of beginning.

3. The deed whereby the Grantors acquired title to the transferred property is recorded as Instrument No. 96-04-0614, Parcel I, Coos County Deed Records.

4. The deed whereby the Grantee acquired title to the property to which the transferred property is joined is recorded as Instrument No. 96-04-0614, Parcel II, Coos County Deed Records.

5. This boundary line adjustment is surveyed per CS#9B53, Coos County Surveyor's Office.

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

Dated this 11th day of April, 2006.

GRANTOR:

Michael G. Wallace
Michael G. Wallace

Debra L. Wallace
Debra L. Wallace

State of OREGON, County of Coos)ss.

The foregoing instrument was acknowledged before me this 11th day of April, 2006 by Michael G. Wallace and Debra L. Wallace.

Kari Allen
Notary Public for Oregon



GRANTEE:

Michael G. Wallace
Michael G. Wallace

Debra L. Wallace
Debra L. Wallace

State of OREGON, County of Coos)ss.

The foregoing instrument was acknowledged before me this 11th day of April, 2006 by Michael G. Wallace and Debra L. Wallace.

Kari Allen
Notary Public for Oregon



the Willamette Meridian, in Coos County, Oregon, containing 120 acres of land.

Lots one, two, three and four of Section Twenty-six (26) in township Thirty South of Range Eleven West of the Willamette Meridian, Oregon, containing one hundred forty-eight and fifty-six-hundredths acres.

The Southwest quarter of the Northeast quarter, Southeast quarter of Northwest quarter, Northeast quarter of Southwest quarter and the Northwest quarter of Southeast quarter, and all that portion of the Northwest quarter of the Southwest quarter lying east of the county road, all in Section Twenty-seven, Township Thirty, South Range Eleven, West, Willamette Meridian, in Coos County, Oregon, and containing One Hundred ninety acres of land, more or less.

The Northwest quarter of Section Thirty-six, in Township Thirty South of Range Eleven West of the Willamette Meridian in Coos County, Oregon, containing 160 acres.

The purpose of this deed is to convey to grantee, who is the wife of grantor, an undivided one-half by entirety in the hereinabove described premises for the purpose of creating an estate in entirety in Grantee and Grantor herein.

TO HAVE AND TO HOLD the same with all the privileges and appurtenances thereunto belonging unto said grantee, and unto her heirs and assigns forever.

IN WITNESS WHEREOF I have hereunto set __ hand and seal this 29th day of March A. D. 1929.

Signed, sealed and delivered in the presence of
Margie McCulloch, Wallace B. Dement

E. E. Evernden (Seal)

State of Oregon
County of Coos : ss. THIS CERTIFIES That on this 29th day of March A. D. 1929 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named E. E. Evernden, also known and described as Ernest Edward Evernden and Ernest E. Evernden, husband of grantee herein, who is known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

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

Recorded Apr. 1, 1929, 9:40 A.M.
Robt. R. Watson, County Clerk

Wallace B. Dement
Notary Public for Oregon
My commission expires September 16, 1929
(Notarial Seal)

39285-

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That Strong & MacNaughton Trust Company a corporation organized and existing under the laws of the State of Oregon, in consideration of Ten Dollars to it paid by John Alvin Fenley and Lillian Bell Fenley, husband and wife, of the County of Coos, State of Oregon, has bargained and sold and by these presents does grant, bargain, sell and convey unto the said John Alvin Fenley and Lillian Bell Fenley, husband and wife, their heirs and assigns, all the following bounded and described real property situated in the County of Coos, State of Oregon, to-wit:

Beginning at an iron pipe set in the ground on the Section line between Section 25 and Section 36 of Township 24, South Range 13 West, Willamette Meridian, at a point 423.1 feet East of the meander corner between said sections; thence running North 297.3 feet; thence N. 69° 29' W. 181.5 feet, thence S. 76° 0' West 97.3 feet, thence North 33° 0' West 368.8 feet to the Roosevelt Highway; thence North 58° 30' East 42.5 feet along the Highway; thence S. 40° 00' East 331.3 feet; thence N. 45° 00' East 123.3 feet; thence South 63° 15' East 130.6 feet to a point which is 445.9 feet North of the place of beginning; thence East 822.5 feet; thence south 896.8 feet; thence West 283.0 feet; thence S 78° 20'

West 102.6 feet; thence N. 80° 45' West 256.6 feet; thence N 42° 15' West 214.6 feet; thence North 12° 15' West 199.6 feet; thence North 76.8 feet to the place of beginning containing seventeen and one-half acres, more or less, located in Lot 1 of Section 25 and Lot 1 of Section 36, Township 24 S. R. 13 W. W. M., reserving and excepting from the foregoing all coal and other mining or mineral rights of any kind or character, together with the right to enter upon and cross over the foregoing premises at convenient points for the purpose of mining said property and for laying road, trams, railroads or other means of transportation for coal, logs or other commodities, whether originating on the foregoing property or not; PROVIDED, HOWEVER, that any damage to existing improvements on the foregoing property caused by mining or by laying out or constructing roads and other rights-of-way shall be compensated for on a reasonable basis.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all right, title and interest in and to the same.

TO HAVE AND TO HOLD the above described granted and sold premises unto the said John Alvin Fenley and Lillian Bell Fenley, husband and wife their heirs and assigns forever.

IN WITNESS WHEREOF Strong & MacNaughton Trust Company has caused its lawful corporate seal to be hereunto affixed and its name to be hereunto subscribed by the hands of its Vice President and Asst. Secretary this 20th day of March 1929.

In the presence of

(Corporate Seal)

STRONG & MACNAUGHTON TRUST COMPANY)SEAL
By M. W. McCarty, Vice President
By A. C. Hutchinson, Asst. Secretary

State of Oregon
County of Multnomah :ss On this 20 day of March 1929 before me appeared M. W. McCarty and A. C. Hutchinson, both to me personally known, who being duly sworn did say that he, the said M. W. McCarty is the Vice President and she the said A. C. Hutchinson is the Asst. Secretary of Strong & MacNaughton Trust Company, the within named corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by the authority of its Board of Directors and said M. W. McCarty and A. C. Hutchinson acknowledged said instrument to be the free act and deed of said corporation.

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

Recorded Apr. 1, 1929, 11 A.M.
Robt. R. Watson, County Clerk

Edna H. Eisenhauer
Notary Public for Oregon
My commission expires Aug. 12, 1930
(Notarial Seal)

39286- KNOW ALL MEN BY THESE PRESENTS, That Arthur L. McMahon, an unmarried man, in consideration of One Hundred Dollars to him paid by A. E. Finch, do hereby grant, bargain, sell and convey unto said A. E. Finch heirs and assigns, all the following real property with the tenements, hereditaments and appurtenances situated in the City of Marshfield, County of Coos and State of Oregon bounded and described as follows, to-wit:

Lot Four (4) in Block "C", in Western Addition to Marshfield, Coos County, Oregon, as per plat of said Addition now on file and of record in the office of the County Clerk of said Coos County, Oregon.

To Have and to Hold the above described and granted premises unto the said A. E. Finch his heirs and assigns forever. And the grantor above named do covenant to and with the above named grantee, heirs and assigns that he is lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances and that he will and his heirs, executors and administrators shall warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of

D-107

by the exercise of the rights herein granted.

The rights, conditions and provisions of this permit shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 22nd day of January, 1940.

Witnessed by: _____

W. C. Ingersoll

State of Oregon

County of Coos ss: On this day personally appeared before me W. C. Ingersoll to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 22nd day of January, 1940.

Recorded Apr. 2, 1940, 10:00 A.M.
L. W. Oddy, County Clerk

W. Harold Walker
Notary Public for Oregon
My Commission expires Aug. 29, 1943
(Notarial seal)

62135-

PRIVATE RIGHT OF WAY AND EASE TRAILING FERRIS

KNOW ALL MEN BY THESE PRESENTS, That John A. Fenley and Mrs. L. B. Fenley of Rt. 1 North Bend, State of Oregon, for and in consideration of one Dollar (\$1.00), receipt whereof is hereby acknowledged, hereby agree to allow the West Coast Power Co., a Delaware corporation with principal offices at Portland, Or. to construct and permanently maintain an electric power line over, along and across the following described property, to-wit:

That land owned by John A. Fenley and his wife, Mrs. L. B. Fenley which lies in Twp 24. S. R. 13 W. & M. Secs 25 and 36 in Coos County, State of Oregon, and also agrees to allow the power Company to cut down or trim any trees necessary to give proper clearance for said Power Line and install necessary guys and anchors, with the understanding that power Company will pay for all damage done to crops, stock, or fences, caused by the exercise of the rights herein granted.

The rights, conditions and provisions of this permit shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 23rd day of January 1940.

Witnessed by: _____

John A. Fenley)seal(
Mrs. L. B. Fenley)seal(

STATE OF OREGON
COUNTY OF COOS

ss: On this day personally appeared before me, John A. Fenley and his wife, Mrs. L. B. Fenley, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 23rd day of January, 1940.

Recorded Apr. 2, 1940, 10:00 A.M.
L. W. Oddy, County Clerk

W. Harold Walker
Notary Public for Oregon
My Commission expires Aug. 29, 1943
(Notarial seal)

62136-

RIGHT OF WAY EASEMENT

RECEIVED OF West Coast Power Co., a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, C. P. Kibler hereby grant and convey unto

said corporation, forever, the exclusive right to construct, reconstruct, operate and maintain electric power lines and all necessary poles, towers and appliances, over and upon a strip of land 20 feet in width, described as follows:

Situated in the County of Coos, and State of Oregon, Lot 4, Section 24, Township 24 South, Range 13 West of the Willamette Meridian also the tideland fronting said lot 4 as described in deed recorded in Book 62 at page 135, Deed Records of Coos County, Oregon.

Memo: Original location of power line subject to approval of C. P. Kibler.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22nd day of March 1940.

Witnessed by:
John G. Mullen, C. A. Imhoff

C. P. Kibler

(seal)

STATE OF OREGON
COUNTY OF COOS ss: On this day personally appeared before me C. P. Kibler to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 22nd day of March, 1940.

Recorded Apr. 2, 1940, 10:00 A.M.
L. W. Oady, County Clerk

John G. Mullen
Notary Public for Oregon
My Commission expires November 5, 1940
(Notarial seal)

62137-

PRIVATE RIGHT OF WAY AND TREE TRIMMING PERMIT

KNOW ALL MEN BY THESE PRESENTS, That Julius Larsen Estate of Marshfield, State of Oregon, for and in consideration of One Dollar (\$1.00), receipt whereof is hereby acknowledged, hereby agrees to allow the West Coast Power Co., a Delaware corporation with principal offices at Portland, Oregon, to construct and permanently maintain an Electric Power Line over, along and across the following described property, to-wit:

That land known as the Larsen Estate which lies Sections 20 and 30, Twp. 24 S.R. 12 W.W.M. also that land lying in Section 19, Twp. 25 S.R. 12 W.W.M. also that land lying in Section 24, Twp. 24 S.R. 13 W.W.M. all in Coos County, State of Oregon.

Note: Original location of power line to be approved by agent of the above Estate.

and also agrees to allow the Power Company to cut down or trim any trees necessary to give proper clearance for said Power Line and install necessary guys and anchors, with the understanding the Power Company will pay for all damage done to crops, stock, or fences, caused by the exercise of the rights herein granted.

The rights, conditions and provisions of this permit shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 19th day of January 1940.

Witnessed by: _____

Boletta Kennedy, Trustee
Julia C. Hunter, Trustee
Lena B. Rogers, Trustee

STATE OF OREGON
COUNTY OF COOS ss: On this day personally appeared before me, Boletta Kennedy, Julia C. Hunter and Lena B. Rogers, trustees of the Julius Larsen Estate to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein

D-136

63896

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
 John Alvin Fenley and Helen I. Fenley, formerly Helen I. Wescott,
 husband and wife, hereinafter referred to as grantors, do hereby
 give, grant and convey unto Lee J. Sausser and Maybelle E. Sausser,
 husband and wife, a perpetual easement to maintain a water storage
 tank at the location of the spring situated upon the grantors' property
 more particularly described as follows, to-wit:

Beginning at an iron pipe set in the ground in the Section
 line between Section 25 and Section 36 of Township 24 South,
 Range 13 West of Willamette Meridian, at a point 423.1 feet
 East of the meander corner between said sections; thence running
 North 297.3 feet; thence North 69 degrees 29' West 181.5 feet,
 thence South 76 degrees 0' West 87.3 feet, thence North 33
 degrees 0' West 368.8 feet to the Roosevelt Highway; thence
 North 58 degrees 30' East 42.5 feet along the Highway; thence
 South 40 degrees 00' East 331.3 feet; thence North 45 degrees
 00' East 123.3 feet; thence South 63 degrees 15' East 130.6
 feet to a point which is 445.9 feet North of the place of
 beginning; thence East 822.5 feet; thence South 896.8 feet;
 thence West 283.0 feet; thence South 78 degrees 20' West 102.6
 feet; thence North 80 degrees 45' West 256.6 feet; thence
 North 42 degrees 15' West 214.6 feet; thence North 12 degrees
 15' West 199.6 feet; thence North 76.8 feet to the place of
 beginning containing seventeen and one-half acres, more or
 less, located in Lot 1 of Section 25 and Lot 1 of Section 36,
 Township 24 South, Range 13 West of Willamette Meridian;

which said spring is presently used by the grantees as their source
 of water supply for the grantees' property, more particularly described
 as follows, to-wit:

Beginning at a point on the East boundary of the right of way
 of U. S. Highway 101, said point being located 138.4 feet East
 and 321.58 feet South from an iron pipe set on the East boundary
 of said Highway and on the Section line 92.2 feet East from
 the meander corner on the line between Sections 25 and 36 of
 Township 24 South, Range 13 West of Willamette Meridian, Coos
 County, Oregon; thence running South 89 degrees 48' East 258.7
 feet, thence South 42 degrees 15' East 157.0 feet, thence South
 80 degrees 45' East 256.6 feet, thence North 78 degrees 20'
 East 102.6 feet, thence East 283.0 feet, thence South 25.0 feet
 to the Northeast corner of a tract of land sold July 26, 1946, to
 George E. Stovall and Georgena V. Stovall, husband and wife,
 thence South 88 degrees 0' West 283.0 feet, thence North 89
 degrees 30' West 98.7 feet, thence North 84 degrees 0' West
 299.0 feet, thence South 0 degrees 15' East 115.5 feet, thence
 North 89 degrees 30' West 300.0 feet, more or less, to the East
 boundary of the Highway, thence along said Highway North
 degrees 35' West 255.9 feet, more or less, to the place of
 beginning, containing 2.16 acres, more or less, located in Lot 1
 of Section 36, Township 24 South, Range 13 West of Willamette
 Meridian.

Said grantees shall have rights of ingress and egress to go upon the grantors' property for the purposes of keeping said water tank and maintaining said spring in repair and said grantees shall have the right to connect said spring with the grantors' property by means of a pipeline buried sufficiently under the ground so as not to prevent the grantors from cultivating or otherwise utilizing said ground for agricultural purposes, and the grantees shall have the right to maintain said pipeline and further to develop said spring to its fullest capacity as a water supply system.

It being understood that the grants herein granted by the grantors to said grantees shall automatically expire in the event said grantees, their heirs and assigns, fail to use said water from said spring for a period of 5 years.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 31 day of August, 1951.

Helen I. Fenley (SEAL)
John A. Fenley (SEAL)

STATE OF OREGON }
COUNTY OF COOS } ss

BE IT REMEMBERED, That on this 31 day of August, 1951, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named John Alvin Fenley and Helen I. Fenley, formerly Helen I. Wescott, husband and wife, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

[Signature]
Notary Public for Oregon

My Commission Expires: Oct. 26-1954



Recorded—Sept. 21, 1951 at 11:15 A.M.
Georgianna Vaughan, County Clerk

150387

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, HELEN I. FENLEY, a widow, and PHERNE E. NELSON and MELVIN B. NELSON, husband and wife, their heirs and assigns, hereinafter referred to as Grantors, do hereby give, grant and convey unto GILHART J. SHANKEY and MARY L. SHANKEY, husband and wife, their heirs and assigns, a perpetual easement to maintain a water storage tank at the location of the spring situated upon the Grantors' property more particularly described as follows, to-wit:

Beginning at an iron pipe set in the ground on the section line between Section 25 and Section 36 of Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, at a point 423.1 feet East of the meander corner between said sections; thence North 273.0 feet; thence South 60° 15' East 947.4 feet; thence South 253.8 feet; thence West 283.0 feet; thence South 78° 20' West 102.6 feet; thence North 80° 45' West 256.6 feet; North 42° 15' West 214.6 feet; thence North 12° 15' West 199.6 feet; thence North 76.8 feet, more or less, to the point of beginning, containing 8.66 acres, more or less, located in Lot 1 of Section 25, and Lot 1 of Section 36, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon;

which said spring is presently used by the Grantees as their source of water supply for the Grantees' property, more particularly described as follows, to-wit:

Beginning at a point on the East boundary of the right of way of U.S. Highway, said point being located 138.14 feet East and 321.58 feet South from an iron pipe set on the East boundary of said Highway and on the Section line 92.2 feet East from the Meander Corner on the line between Sections 25 and 36 of Township 24 South, Range 13 West of Willamette Meridian, Coos County, Oregon; thence running South 89° 48' East 258.7 feet; thence South 42° 15' East 157.0 feet, thence South 80° 45' East 256.6 feet; thence North 78° 20' East 102.6 feet; thence East 283.0 feet; thence South 25.0 feet to the Northeast corner of a tract of land sold July 26, 1946 to George E. Stovall and Georgena V. Stovall, husband and wife, thence South 88° 0' West 283.0 feet; thence North 89° 30' West 98.7 feet; thence North 84° 0' West 299.0 feet; thence South 0° 15' East 115.5 feet; thence North 89° 30' West 300.0 feet, more or less, to the East boundary of the Highway; thence along said Highway North 8° 35' West 255.9 feet, more or less, to the place of beginning, containing 2.16 acres, more or less, located in Lot 1 of Section 36. Less mineral and other reservations as set forth in deed from Loritan Investment Co. to Randall Jacobson and Hilda Jacobson, husband and wife, recorded September 1, 1942, in Book 143, Page 501, Deed Records, Coos County, Oregon. Also power line right of way and easement over roadway until such time as new road can be built by Grantees.

Said Grantees shall have rights of ingress and egress to go upon the Grantors' property for the purpose of keeping said water tank and maintaining said spring in repair and said Grantees shall have the right to connect said spring with the Grantors' property by means of a pipeline buried sufficiently under the ground so as not to prevent the Grantors from cultivating or otherwise utilizing said ground for agricultural purposes, and the Grantees shall have the right to maintain said pipeline and further to develop said spring to its fullest capacity as a water supply system.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 23rd day of March, 1965.

Helene I. Fenley (SEAL)
Pherne E. Nelson (SEAL)
Melvin B. Nelson (SEAL)

STATE OF OREGON,)
) ss.
County of Coos.)

BE IT REMEMBERED, That on this 23 day of March, 1965, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named HELEN I. FENLEY, a widow, who is known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

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

(Notarial Seal)

Lucille C. King
Notary Public for Oregon

My commission expires Feb. 12, 1966

STATE OF WASHINGTON,)
) ss.
County of Benton)

BE IT REMEMBERED, That on this 5th day of ~~March~~ ^{April}, 1965, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named PHERNE E. NELSON and MELVIN B. NELSON, husband and wife, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

(Notarial Seal)

Wm. L. Oakes
Notary Public for Washington

My commission expires May 14, 1966



RECORDED APR 9 1965 AT 9:00¹¹⁴
RAY F. CRABTREE, COUNTY CLERK

65-8 0563

EASEMENT

FOR VALUE RECEIVED, A. KERMIT ANDERSON and CLARICE R. ANDERSON, husband and wife, hereinafter known as First Parties, do hereby give, grant, and convey unto HELEN I. FENLEY, a single woman, hereinafter known as Second Party, a perpetual easement for road purposes to provide means of ingress and egress over and across the First Parties' real property to the real property of Second Party, said easement being described as follows:

Beginning at a point on the East line of the Roosevelt Highway running thru Lot 1 of Section 25, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, said point being located North a distance of 676.41 feet and East a distance of 2.00 feet from the Meander corner between Section 25 and 36, Township 24 South, Range 13 West of the Willamette Meridian; thence eight feet on each side of the following described center-line, to-wit:

South 13° 27' East a distance of 120.00 feet
South 51° 35' East a distance of 243.05 feet
South 84° 42' East a distance of 152.21 feet
South 55° 34' East a distance of 58.32 feet
South 67° 00' East a distance of 149.03 feet
North 70° 50' East a distance of 80.18 feet
South 76° 11' East a distance of 102.72 feet
North 80° 00' East a distance of 49.74 feet
South 23° 30' East a distance of 50.40 feet
South 45° 19' West a distance of 188.00 feet
more or less to the North line of the Second Party's property.

Said roadway above described is presently existing and is being used as means of ingress and egress by the Second Party to her said residence and is located upon First Parties' property and extends to the property of the Second Party, described as follows, to-wit:

Beginning at an iron pipe set in the ground on the section line between Section 25 and Section 36 of Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, at a point 423.1 feet East of the meander corner between said sections; thence North 273.0 feet; thence South 60° 15' East 947.4 feet; thence South 253.8 feet; thence West 283.0 feet; thence South 78° 20' West 102.6 feet; thence North 80° 45' West 256.6 feet; North 42° 15' West 214.6 feet; thence North 12° 15' West 199.6 feet; thence North 76.8 feet, more or less, to the

65-8 0564

point of beginning, containing 8.66 acres, more or less, located in Lot 1 of Section 25 and Lot 1 of Section 36, Township 24 South, Range 13 West of Willamette Meridian, Coos County, Oregon.

The parties hereto agree that in their use of said roadway they shall not unreasonably interfere with the other and that Second Party, her heirs, successors, and assigns, do hereby agree to maintain said roadway at Second Party's expense and not to in any way alter said roadway without prior consent of First Parties. It is further agreed that in the event First Parties, their heirs, successors, and assigns, at any future time reside upon their above described real property as a full time resident that the maintenance cost of said roadway shall be shared equally between the parties hereto.

It is agreed between the parties hereto that the rights herein granted shall be permanent and perpetual in character and shall be considered as appurtenant to the Second Party's property above described.

First Parties also give and grant to the Second Party a permanent and perpetual Water Line Easement over and across First Parties' property to follow the following course, to-wit:

Beginning at a 9 by 9 concrete holding tank, said point being located North a distance of 256.06 feet and East a distance of 824.50 feet from the Meander corner between Sections 25 and 36, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence South 0° 13' East a distance of 100.71 feet; thence South 18° 40' West a distance of 73.00 feet; thence South 36° 36' West a distance of 91.76 feet; thence South 7° 58' East a distance of 25 feet more or less to the North line of the Second Party's property.

It being understood and agreed that said above described water line extends over property not owned by the First Parties and that the easement herein given by the First Parties to the Second Party shall extend only to so much thereof as crosses the First Parties' property. Said water line easement shall require the Second Party to maintain the water line at a reasonable depth so as not to interfere with the normal use of the surface of the said property. It being understood and agreed that said water line easement

65-8- 0565

shall remain in full force and effect and may be terminated by the First Parties upon written notice to the Second Party, her heirs, successors, and assigns, should the Second Party, her heirs, successors, and assigns, have established her own independent water supply on her own property, or in the event Second Party, her heirs, successors, and assigns, fails to use said water line for a period of ten (10) years.

First Parties give and grant to the Second Party, her heirs, successors, and assigns, the right to enter in and upon the First Parties' property for the purpose of keeping in repair and maintaining said water line.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 30 day of August, 1965.

A. Kermit Anderson (SEAL)
A. Kermit Anderson

Clarice R. Anderson (SEAL)
Clarice R. Anderson

First Parties

Helen I. Fenley (SEAL)
Helen I. Fenley

Second Party

STATE OF OREGON)
COUNTY OF COOS)

August 30, 1965.

Personally appeared the above named A. Kermit Anderson and Clarice R. Anderson, husband and wife, and Helen I. Fenley, a single woman, and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me:

76 ✓
No. _____ 30 ✓
State of Oregon) ss
County of Coos)
I hereby certify that the within instrument was filed for record

[Signature]
Notary Public for Oregon
My Comm. Expires: 3-31-69

AUG 23 11 58 AM '65

and recorded in Book Record on page 202 of said County.
WITNESS my hand and Seal of County affixed.

Fay F. Crabtree, Coos County Clerk
By [Signature] Deputy

Return to Helen Fenley
back page

Fee 4.50

Return to: Central Lincoln FUD
P.O. Box 298
Reedsport, OR 97467
Original — Office Copy
Form 32A (Rev. 3-80)

91 02 0558

**OVERHEAD
RIGHT OF WAY EASEMENT** RD#747
Murphy
AL253

KNOW ALL MEN BY THESE PRESENTS:

In consideration on One Dollar (\$1.00), and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned hereby grants a perpetual easement for a utility easement to the CENTRAL LINCOLN PEOPLE'S UTILITY DISTRICT, a municipal corporation, with the right to place, construct, operate and maintain, inspect, reconstruct, repair, replace and keep clear electric power lines and communication lines with all necessary poles, towers, wires, cables, buys, anchors, fixtures and appurtenances attached thereto upon, across and over the following described property situated in COOS County, State of Oregon:

A 30 foot wide utility easement the centerline of which is more particularly described as follows: Beginning at a point located on the West property line of that parcel described by Microfilm #74-9-104242, being in Section 36, Township 24 South, Range 13 WWM, Coos County, Oregon; said point being South 2 degrees 33 minutes 47 seconds East, 96.84 feet from a 1 1/4 inch iron pipe lying on the West side of that parcel described by Microfilm #74-9-104242, said iron pipe also lying on the section line between sections 25 & 36; thence, South 78 degrees, 30 minutes, 09 seconds East, 250.15 feet; thence, North 73 degrees 34 minutes, 05 seconds East, 599.74 feet, to a point lying on the East property line.

State of Oregon
County of Coos 91-02-0558

I, Mary Ann Wilson, County Clerk, certify the within instrument was filed for record at 4:03 P.M. FEB 19, 1991
By M. Bright Deputy
#pages 1 Fees 7-

Grantees shall at all times have the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearance for said line; and grantee shall further have the right of full and free ingress to and egress from said property for all purposes herein mentioned, and to remove at any time any or all of the poles, towers and/or wires, cables, buys, anchors, fixtures and appurtenances from the said property.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this the 1 day of February, 1991

WITNESS:

RICHARD LUKE
NOTARY
STATE OF OREGON
County of COOS
On this 1st day of FEB.
DAVID MURPHY

} SS.

DAVID MURPHY to me known to be the individual described in and who executed the within instrument, and acknowledged that HE signed the same as HIS free and voluntary act and deed, for the purposes therein mentioned.

Richard Luke
Notary Public for Oregon

My Commission Expires: 2/25/93

1011

24 96 153 / ac

After recording return to:
Michael Wallace
Northwest Building Specialists, Inc.
P.O. Box 210
Coos Bay, OR 97420

AFTER RECORDING RETURN TO
FIDELITY NATIONAL TITLE COMPANY

Consideration: None

EASEMENT

THIS EASEMENT is made and entered into this 13 day of June 2006, by and between Michael Wallace and Debra L. Wallace ("Grantor") and Michael Wallace and Debra L. Wallace ("Grantee").

WHEREAS, Grantor owns the real property herein after the Servient Estate, more particularly describe as

Beginning at an iron pipe set in the ground at a point 423.1 feet East of the meander corner between Section 25 and Section 36 of Township 24 South Range 13 West of the Willamette Meridian, Coos County, Oregon and surveyed by D.L. Buckingham dated February 22 and 23, 1929; thence N 1°49'16" W a distance of 125.76 feet to the 5/8 inch iron rod at the true point of beginning; thence N 1°49'22" W a distance of 145.81 feet to the 2-1/2 inch iron pipe; thence N 2°07'59" W a distance of 25.35 feet to a 2-1/2 inch iron pipe; thence N 71°06'42" W a distance of 181.54 feet to a 1 inch iron pipe; thence S 74°55'53" W a distance of 87.55 feet to a 5/8 inch iron rod; thence N 34°04'07" W a distance of 369.86 feet to a 5/8 inch iron rod on the easterly boundary of North Bay Road; thence along said road N 57°25'53" E a distance of 42.62 feet to a 5/8 inch iron rod; thence leaving said road S 41°04'07" E a distance of 332.25 feet to a 5/8 inch iron rod; thence N 43°55'53" E a distance of 123.65 feet to a 5/8 inch iron rod driven into an iron pipe; thence S 64°49'48" E a distance of 131.03 feet to a 1-1/4 inch iron pipe; thence N 88°16'41" E a distance of 821.97 feet to a 2-1/2 inch iron pipe over a double shot gun barrel; thence S 1°52'45" E a distance of 544.39 feet to a 3/4 inch iron pipe; thence S 1°52'45" E a distance of 98.01 feet to a 2-1/2 inch iron pipe; thence S 1°52'45" E a distance of 253.57 feet to a 2-1/2 inch iron pipe over a double shot gun barrel; thence S 88°20'49" W a distance of 280.73 feet to a 1 inch iron pin; thence S 76°22'24" W a distance of 102.70 feet to a 5/8 inch iron rod; thence N 82°31'12" W a distance of 258.00 feet to a 2-1/2 inch iron pipe; thence N 44°04'17" W a distance of 99.87 feet to a 5/8 inch iron rod; thence N 50°44'42" E a distance of 345.01 feet to a 5/8 inch iron rod; thence N 15°17'04" E a distance of 163.23 feet to a 5/8 inch iron rod; thence N 59°51'08" W a distance of 221.04 feet to a 5/8 inch iron rod; thence S 88°08'02" W a distance of 253.98 feet to the true point of beginning.

and;

WHEREAS, Grantee owns the real property know herein after the Dominate Estate, more particularly describe as:

Beginning at an iron pipe set in the ground at a point 423.1 feet East of the meander corner between Section 25 and Section 36 of Township 24 South Range 13 West of the Willamette Meridian, Coos County, Oregon as surveyed by D. L. Buckingham dated February 22 and 23, 1929; thence N 1°49'16" W a distance of 125.76 feet to the 5/8 inch iron rod; thence N 88°08'02" E a distance of 253.98 feet to a 5/8 inch iron rod; thence S 59°51'08" E a

distance of 221.04 feet to a 5/8 inch iron rod; thence S 15°17'04" W a distance of 163.23 feet to a 5/8 inch iron rod; thence S 50°44'42" W a distance of 345.01 feet to a 5/8 inch iron rod; thence N 44°04'17" W a distance of 114.85 feet to a 2-1/2 inch iron pipe; thence N 14°03'51" W a distance of 199.48 feet to a 2-1/2 inch iron pipe; thence N 1°49'22" W a distance of 76.84 feet to the point of beginning.

and;

WHEREAS, Grantor has the unrestricted right to grant the easement across the Servient Estate for the benefit of the Dominant Estate;

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

1. **Easement.**

a. **Grant of Easement.** Grantor does hereby grant, assign and set over to Grantee a perpetual, non-exclusive easement to use a portion of the Servient Estate, described as follows:

An easement for ingress, egress and utilities located in the South half of the Southwest quarter of Section 25, Township 24 South, Range 13 West of the Willamette Meridian, Coos County Oregon, described as follows:

Beginning at a point in the center of North Bay County Road, from which a 2-1/2 inch iron pipe set in the ground at a point 423.1 feet East of the meander corner between Section 25 and Section 36 of Township 24 South Range 13 West of the Willamette Meridian, Coos County, Oregon as surveyed by D.L. Buckingham dated February 22 and 23, 1929, bears S 34°25'54" E a distance of 826.36 feet; thence along the center line variable width to property boundary lines S 28°12'26" E a distance of 114.80 feet to the beginning of a 260.44 foot radius curve left; thence along said curve an arc distance of 75.97 feet through a central angel of 16°42'50" to a point of tangent; thence S 44°55'16" E a distance of 135.89 feet to the beginning of a 102.31 foot radius curve left; thence along said curve an arc distance of 79.77 feet through a central angle of 44°40'11" to a point of tangent; thence along the center line a fixed width of 30 feet either side, S 89°35'26" E a distance of 122.91 feet to the beginning of a 102.31 foot radius curve right; thence along said curve an arc distance of 42.14 feet through a central angle of 23°35'56" to a point of tangent; thence S 65°59'30" E a distance of, an arc distance of 133.52 feet to the beginning of a 98.79 foot radius curve left; thence along said curve an arc distance of 90.55 feet through a central angle of 52°31'04" to the beginning of a 97.11 foot radius reverse curve right; thence along said curve an arc distance of 91.01 feet through a central angle of 53°41'45" to the beginning of a 75.39 foot reverse radius curve left; thence along said curve an arc distance of 43.41 feet through a central angle of 32°59'40" to the point of a 75.39 foot radius reverse curve right; thence along said curve an arc distance of 29.98 feet through a central angle of 22°47'09" to the point of a 46.00 foot radius compound curve right; thence along the center line a fixed width of 15 feet either side, an arc distance of 97.80 feet through a central angle of 121°49'20" to a point of tangent; thence S 46°48'00" W a distance of 132.52 feet to the beginning of a 68.31 foot radius curve left; thence along said curve an arc distance of 30.02 feet through a central angle of 25°10'53", more or less to the point of ending.
(the "Easement")

Recorded at the request of:

After recording return to:

Michael Wallace
P.O. Box 210
Coos Bay OR 97420

AFTER RECORDING RETURN TO
FIDELITY NATIONAL TITLE COMPANY

MEMORANDUM OF CONTRACT OF SALE

DATED: 8-21 - , 2006

BETWEEN: Michael G. Wallace and Debra L. Wallace (Seller)

AND: Pacific Northwest Building Specialists, Inc., an Oregon corporation (Purchaser)

Pursuant to a Contract of Sale dated 8-21, 2006, Seller sold to Purchaser Seller's interest in that certain property in Coos County, Oregon, more particularly described in attached Exhibit A. If not earlier paid, all amounts owed under the Contract of Sale shall be due and payable on 8-21, 2011.

The true and actual consideration for this conveyance is **\$375,000**.

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

Until a change is requested, all tax statements shall be sent to the following address:

Pacific Northwest Building Specialists, Inc.
P.O. Box 210
Coos Bay, OR 97420

Property Tax Account No. 1827.01/1827.91/1827.00

MEMORANDUM OF CONTRACT OF SALE - 1

COOS COUNTY CLERK, OREGON TOTAL \$41.00
FERRI L. TURI, CCC, COUNTY CLERK

04/18/2007 #2007-4924
02:58PM 1 OF 4

IN WITNESS WHEREOF, the parties have caused this Memorandum of Contract of sale to be executed as of the day and year first above written.

Seller:

Purchaser:

Pacific Northwest Building Specialists, Inc.

Michael G. Wallace
Michael G. Wallace

By: Michael G. Wallace Pres.
Michael G. Wallace, President

Debra L. Wallace
Debra L. Wallace

STATE OF OREGON)
) ss.
County of Coos)

On this 21st day of August, 2006, personally appeared the above named Michael G. Wallace and acknowledged the foregoing instrument to be his voluntary act and deed.



[Signature]
Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of Coos)

On this 21st day of August, 2006, personally appeared the above named Debra L. Wallace and acknowledged the foregoing instrument to be her voluntary act and deed.



[Signature]
Notary Public for Oregon
My Commission Expires: _____

MEMORANDUM OF CONTRACT OF SALE - 2

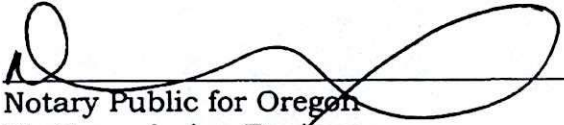
COOS COUNTY CLERK, OREGON TOTAL \$41.00
TERRI L. TURI, CCC, COUNTY CLERK

04/18/2007 #2007-4924
02:58PM 2 OF 4

STATE OF OREGON)
) ss.
County of Coos)

On this 21st day of August, 2006, personally appeared the above named Michael G. Wallace as President of Pacific Northwest Building Specialists, Inc. and acknowledged the foregoing instrument to be his voluntary act and deed.





Notary Public for Oregon
My Commission Expires: _____

MEMORANDUM OF CONTRACT OF SALE - 3

COOS COUNTY CLERK, OREGON TOTAL \$41.00
TERRI L. TURI, CCC, COUNTY CLERK

04/18/2007 #2007-4924
02:58PM 3 OF 4

Exhibit A

14 ACRE PARCEL DESCRIPTION

Beginning at an iron pipe set in the ground at a point 423.1 feet East of the meander corner between Section 25 and Section 36 of Township 24 South Range 13 West of the Willamette Meridian, Coos County, Oregon as surveyed by D.L. Buckingham dated February 22 and 23, 1929; thence N 1°49'16" W a distance of 125.76 feet to the 5/8 inch iron rod at the true point of beginning; thence N 1°49'22" W a distance of 145.81 feet to the 2-1/2 inch iron pipe; thence N 2°07'59" W a distance of 25.35 feet to a 2-1/2 inch iron pipe; thence N 71°06'42" W a distance of 181.54 feet to a 1 inch iron pipe; thence S 74°55'53" W a distance of 87.55 feet to a 5/8 inch iron rod; thence N 34°04'07" W a distance of 369.86 feet to a 5/8 inch iron rod on the easterly boundary of North Bay Road; thence along said road N 57°25'53" E a distance of 42.62 feet to a 5/8 inch iron rod; thence leaving said road S 41°04'07" E a distance of 332.25 feet to a 5/8 inch iron rod; thence N 43°55'53" E a distance of 123.65 feet to a 5/8 inch iron rod driven into an iron pipe; thence S 64°49'48" E a distance of 131.03 feet to a 1-1/4 inch iron pipe; thence N 88°16'41" E a distance of 821.97 feet to a 2-1/2 inch iron pipe over a double shot gun barrel; thence S 1°52'45" E a distance of 544.39 feet to a 3/4 inch iron pipe; thence S 1°52'45" E a distance of 98.01 feet to a 2-1/2 inch iron pipe; thence S 1°52'45" E a distance of 253.57 feet to a 2-1/2 inch iron pipe over a double shotgun barrel; thence S 88°20'49" W a distance of 280.73 feet to a 1 inch iron pin; thence S 76°22'24" W a distance of 102.70 feet to a 5/8 inch iron rod; thence N 82°31'12" W a distance of 258.00 feet to a 2-1/2 inch iron pipe; thence N 44°04'17" W a distance of 99.87 feet to a 5/8 inch iron rod; thence N 50°44'42" E a distance of 345.01 feet to a 5/8 inch iron rod; thence N 15°17'04" E a distance of 163.23 feet to a 5/8 inch iron rod; thence N 59°51'08" W a distance of 221.04 feet to a 5/8 inch iron rod; thence S 88°08'02" W a distance of 253.98 feet to the true point of beginning.

After recording return to: Michael Wallace
P.O. Box 210
Coos Bay, OR 97420

No change in Tax Statements

The true and actual consideration of this conveyance is \$ none

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Michael G. Wallace and Debra L. Wallace, Grantor, conveys to Pacific Northwest Building Specialists, Inc., an Oregon Corporation, Grantee, a perpetual, nonexclusive easement and right-of-way for ingress and egress.

WHEREAS, the easement shall be 14 feet in width., 7 feet either side of the existing centerline of roadway, over and across the Grantor's property described in Microfilm Reel 96-04-0614 (Parcel 1) and Property Line Adjustment Deed per Inst. No. 2006-4767, Coos County Deed Records. Said property is located in the South half of the Southwest quarter of Section 25, and the North half of the Northwest quarter of Section 36, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon.

WHEREAS, the easement is appurtenant to the Grantee's property described in Inst. No. 2007-4924, Coos County Deed Records.

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

Dated this 22nd day of September, 2009.

GRANTOR: Michael G. Wallace
Michael G. Wallace

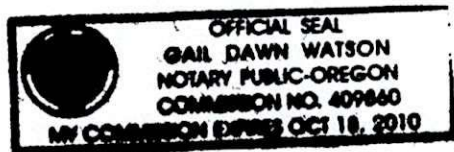
Debra L. Wallace
Debra L. Wallace

State of OREGON, County of Coos)ss.

September 22, 2009

Personally appeared before me the above named Michael G. Wallace and Debra L. Wallace, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Gail Dawn Watson
Notary Public for Oregon



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

After recording return to: Federal National Mortgage Association
Int'l Plaza 11, 14221 Dallas Pkwy, Ste 100
Dallas, TX 75254

No change in Tax Statements

002435
AFTER RECORDING
RETURN TO

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

The true and actual consideration of this conveyance is \$ 400.00.

WELL, WELL HOUSE AND WATERLINE EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Pacific Northwest Building Specialists, Inc., an Oregon Corporation, Grantor, conveys to Federal National Mortgage Association, Grantee, a perpetual, exclusive easement for a well, well house and water line.

WHEREAS, this easement is located in the South half of the Southwest quarter of Section 25, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, on a parcel of land described per Inst. No. 2007-4924, Coos County Deed Records.

WHEREAS, The well and well house are described as beginning at the northerly most corner of the well house, located North 73° 18' E a distance of 394.2 feet, more or less, from the 2-1/2 inch iron pipe known as the point of beginning for that parcel of land described per Inst. No. 2007-4924, Coos County Deed Records; thence South 43° 42' East along said building a distance of 12.6 feet; thence South 46° 18' West along said building a distance of 10.6 feet; thence North 43° 42' West along said building a distance of 12.6 feet; thence North 46° 18' East along said building a distance of 10.6 feet to the point of beginning. The easement shall include a reasonable area around the well house for periodic building maintenance and repairs.

WHEREAS, the water line shall be 12 feet in width, 6 feet either side of the center line described as follows: beginning at the well which is located North 74° East a distance of 390.7 feet, more or less, from the 2-1/2 inch iron pipe known as the point of beginning for that parcel of land described per Inst. No. 2007-4924, Coos County Deed Records; thence South 54° West along and existing water line, a distance of 44 feet, more or less, to a point on the northerly boundary of that parcel of land described per Inst. No. 2010-615, Coos County Deed Records.

WHEREAS, the easement is appurtenant to the Grantee's property described in Inst. No. 2010-615, Coos County Deed Records.

Dated this 10th day of June, 2010.

GRANTOR: Michael G. Wallace
Michael G. Wallace, President
Pacific Northwest Building Specialists, Inc.

State of OREGON, County of Coos)ss.

This instrument was acknowledged before me on June 10, 201, 2010 by Michael G. Wallace as President of Pacific Northwest Building Specialists, Inc.

Denise Mateski
Notary Public for Oregon

