



# NOTICE OF LAND USE DECISION

Coos County Planning  
225 N. Adams St.  
Coquille, OR 97423  
<http://www.co.coos.or.us/>  
Phone: 541-396-7770  
Fax: 541-396-1022

This decision notice is required to be sent to the property owner(s), applicant(s), adjacent property owners (distance of notice is determined by zone area – Urban 100 feet, Rural 250 feet, and Resource 750 feet), special taxing districts, agencies with interest, or person that has requested notice. The development is contained within the identified property owners land. Notice is required to be provided pursuant to ORS 215.416. Please read all information carefully as this decision. (See attached vicinity map for the location of the subject property).

NOTICE TO MORTGAGEE, LIENHOLDER, VENDOR OR SELLER: ORS CHAPTER 215 (ORS 215.513) REQUIRES THAT IF YOU RECEIVE THIS NOTICE, IT MUST PROMPTLY BE FORWARDED TO THE PURCHASER.

Date of Notice: **Thursday, July 30, 2020**

File No: P-20-003

Proposal: Request for a land use authorization for a three (3) parcel partition

Applicant(s): Michael Wallace  
PO Box 210  
Coos Bay, OR 97420  
Clyde Mulkins  
PO Box 809  
North Bend, OR 97459

Staff Planner: Crystal Orr, Planner I

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Decision: **Approved with Conditions.** All decisions are based on the record. This decision is final and effective at close of the appeal period unless a complete application with the fee is submitted by the Planning Department at 5 p.m. on **Tuesday, August 11, 2020**. Appeals are based on the applicable land use criteria. Civil matters including property disputes outside of the criteria listed in this notice will not be considered. Partitions are subject to Coos County Zoning and Land Development Ordinance § 6.2.375(5)&(6) Review of Tentative Plan, Criteria for Approval, Conditional Approval; § 6.2.400 Access in Conjunction with a Land Division; § 6.2.475 Access; § 6.2.500 Easements; § 6.2.525 Lots and Parcels; § 6.2.550 Improvement Specifications; §6.2.800.3.p through q and s Final Plat Regulations; § 7.2, Table 7.2A Minimum Standards for New Roads and Driveways in Rural.

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### Subject Property Information

File Number: P-20-003

Applicant: Michael Wallace

Account Number: 182700

Map Number: 24S132500-01400

Property Owner: WALLACE, MICHAEL G. & DEBRA L.  
PACIFIC NORTHWEST BLDG SPECIALISTS  
PO BOX 210  
COOS BAY, OR 97420-0024

Situs Address: 66577 NORTH BAY RD NORTH BEND, OR 97459

Acreage: 14.26 Acres

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This notice shall be posted from July 30, 2020 to August 14, 2020

Zoning: RURAL RESIDENTIAL-2 (RR-2)

Special Considerations: ARCHAEOLOGICAL SITES (ARC)  
BIRD SITE MEETS GOAL 5C REQMT (B5C)  
NATIONAL WETLAND INVENTORY SITE (NWI)  
NATURAL HAZARD - EARTHQUAKE - LIQUEFACTION (NHEQL)  
NATURAL HAZARD - LANDSLIDE (NHLND)  
NATURAL HAZARD - TSUNAMI (NHTHO)


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The purpose of this notice is to inform you about the proposal and decision, where you may receive more information, and the requirements if you wish to appeal the decision by the Director to the Coos County Hearings Body. Any person who is adversely affected or aggrieved or who is entitled to written notice may appeal the decision by filing a written appeal in the manner and within the time period as provided below pursuant to Coos County Zoning and Land Development Ordinance (CCZLDO) Article 5.8. If you are mailing any documents to the Coos County Planning Department the address is 250 N. Baxter, Coquille OR 97423. Mailing of this notice to you precludes an appeal directly to the Land Use Board of Appeals.

Mailed notices to owners of real property required by ORS 215 shall be deemed given to those owners named in an affidavit of mailing executed by the person designated by the governing body of a county to mail the notices. The failure of the governing body of a county to cause a notice to be mailed to an owner of a lot or parcel of property created or that has changed ownership since the last complete tax assessment roll was prepared shall not invalidate an ordinance.

The application, staff report and any conditions can be found at the following link: <http://www.co.coos.or.us/Departments/Planning/PlanningDepartment-Applications2020.aspx> . The application and all documents and evidence contained in the record, including the staff report and the applicable criteria, are available for inspection, at no cost, in the Planning Department located at 225 North Adams Street, Coquille, Oregon. Copies may be purchased at a cost of 50 cents per page. The decision is based on the application submittal and information on record. The name of the Coos County Planning Department representative to contact is Crystal Orr, Planner I and the telephone number where more information can be obtained is (541) 396-7770.

Failure of an issue to be raised in a hearing, in person or in writing, or failure to provide statements of evidence sufficient to afford the Approval Authority an opportunity to respond to the issue precludes raising the issue in an appeal to the Land Use Board of Appeals.

Reviewed by:  Date: Thursday, July 30, 2020 .  
Crystal Orr, Planner I

**This decision is authorized by the Coos County Planning Director, Jill Rolfe based on the staff's analysis of the Findings of Fact, Conclusions, Conditions of approval, application and all evidenced associated as listed in the exhibits.**

EXHIBITS

Exhibit A: Conditions of Approval  
Exhibit B: Vicinity Map & Template Map

The Exhibits below are mailed/ emailed to the Applicant, Board of Commissioners and Planning Commission only. Copies are available upon request or at the following

Exhibit C: Staff Report  
Exhibit D: Comments Received  
Exhibit E: Application

File Number: P-20-003

**EXHIBIT "A"**  
**Conditions of Approval**

The applicant shall comply with the following conditions of approval with the understanding that all costs associated with complying with the conditions are the responsibility of the applicants and that the applicants are not acting as an agent of the county. If the applicant fails to comply or maintain compliance with the conditions of approval the permit may be revoked as allowed by the Coos County Zoning and Land Development Ordinance. Please read the following conditions of approval and if you have any questions contact planning staff.

**CONDITIONS OF APPROVAL**

The applicant has met the applicable criteria, with the following conditions:

1. All necessary federal, state, and local permits must be obtained.
2. Shall comply with all comments received and found as Exhibit "D" to this report.
3. All Final Plat shall meet the requirements SECTION 6.2.800 FINAL PLAT REGULATION AND REQUIREMENTS. Planning staff shall check of the requirements at the time of submittal and if not found to comply corrections shall be made prior to moving on to the Surveyor, Roadmaster and Assessor's Office for appropriate signatures.
4. Proof that the well meets standards within Section 6.2.800(3) and that the septic system meets Department of Environmental Quality (DEQ) requirements must be received for Parcel 1 by staff prior to the final plat being signed.
5. A check in the amount of \$83 must be received for the Coos Health & Wellness review fee prior to staff signing final plat.
6. The Natural Hazard Landslide Very High existing landslide susceptibility must be mapped on the final plat.
7. The Natural Hazard Liquefaction Very High liquefaction susceptibility must be mapped on the final plat.
8. A Road Name application must be received prior to signing the final plat.

**EXHIBIT "B"**  
**Vicinity Map & Tentative Plat**



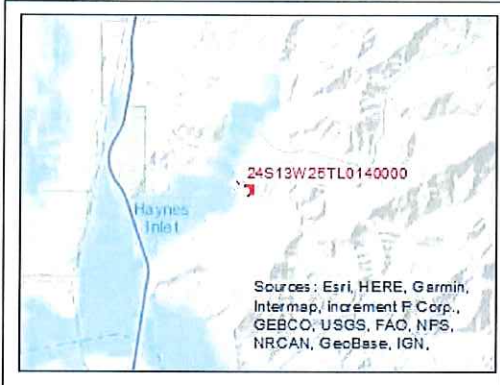
**COOS COUNTY PLANNING DEPARTMENT**

Mailing Address: 250 N. Baxter, Coos County Courthouse, Coquille, Oregon 97423

Physical Address: 225 N. Adams, Coquille Oregon

Phone: (541) 396-7770

Fax: (541) 396-1022/TDD (800) 735-2900



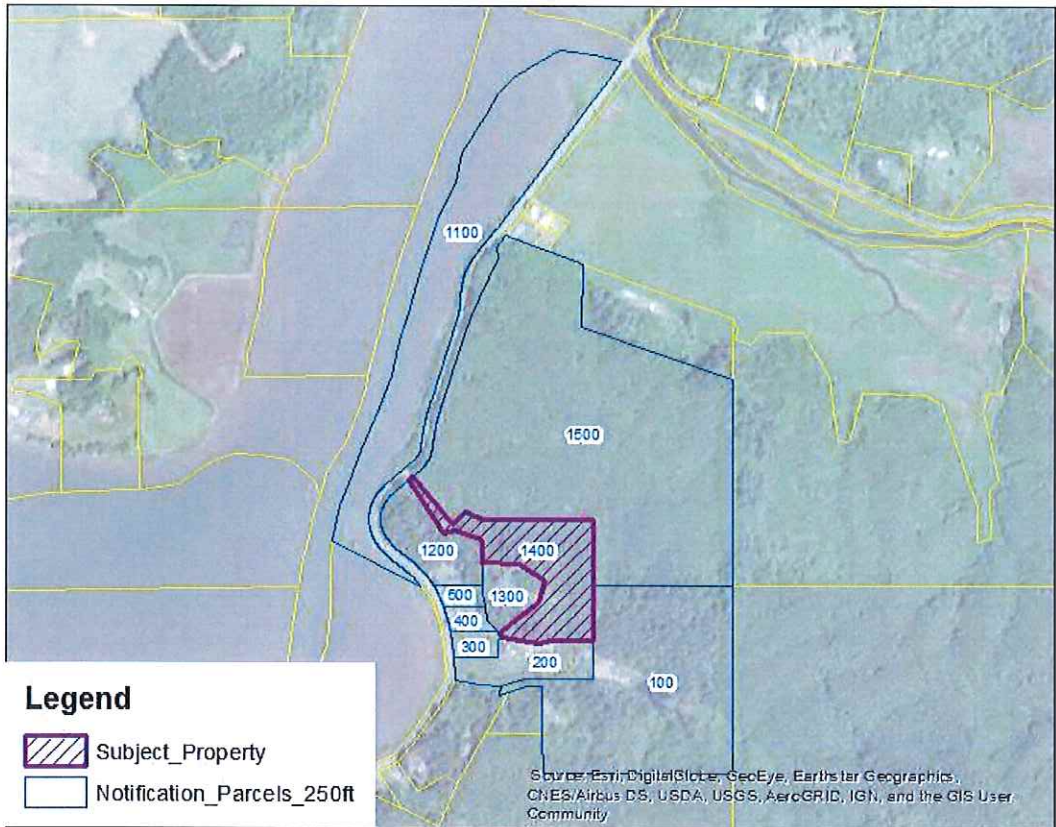
File: P-20-003

Applicant/ Owner: Michael Wallace/  
Michael & Debra Wallace

Date: July 14, 2020

Location: Township 24S Range 13W  
Section 25 TL-1400

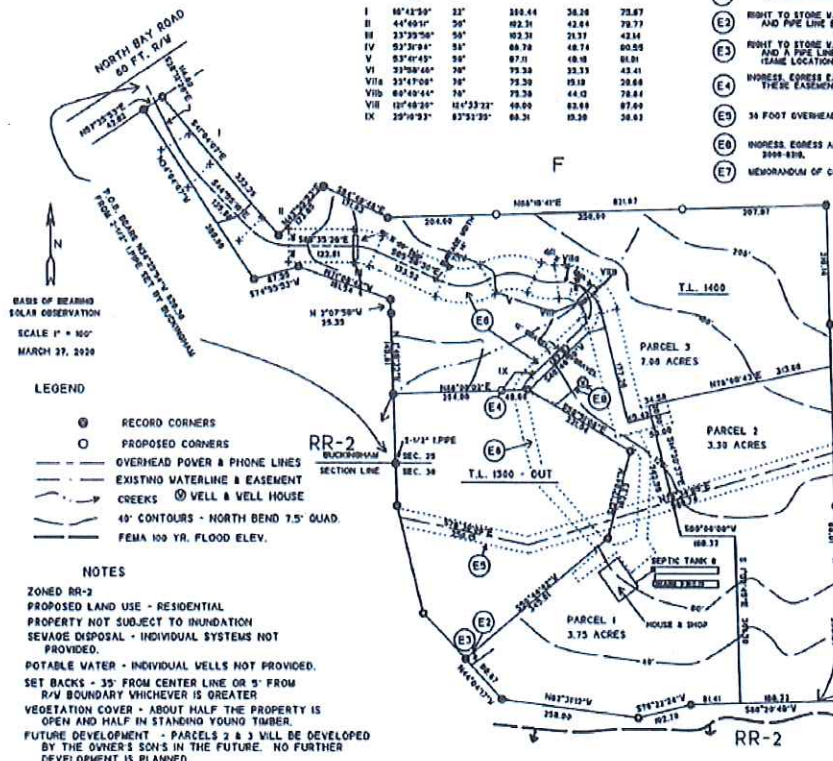
Proposal: Partition



TENTATIVE PARTITION MAP  
 LOCATED IN THE S1/2 SW1/4 SEC. 25 & N1/2 NW1/4 SEC. 36,  
 T.24S., R.13W., V.M., COOS COUNTY, OREGON  
 (T.L. 1460 - T24-R13-25 - 14.11 ACRES SURVEYED)

CURVE TABLE

	Δ	D	R	T	L
I	16°43'59"	22'	218.44	28.28	73.87
II	44°49'16"	56'	102.31	42.84	78.77
III	23°39'56"	56'	102.31	21.37	42.14
IV	53°36'24"	38'	65.78	48.74	102.59
V	53°49'45"	38'	67.71	49.08	81.81
VI	33°58'46"	38'	75.38	33.33	43.41
VIIa	23°47'08"	36'	75.38	19.18	28.68
VIIb	60°49'44"	70'	73.38	44.13	78.84
VIII	12°48'26"	124°33'22"	68.00	83.88	87.60
IX	25°49'33"	87°31'25"	68.21	15.28	28.83



EASEMENTS

- (E1) MINERAL RIGHTS RESERVED PER BOOK 107, PAGE 814, DEED RECORDS.
- (E2) ELECTRIC POWER LINE EASEMENT, UNDESCRIBED LOCATION AND WIDTH WITH RIGHTS TO MAINTAIN PER BOOK 208, PAGE 18.
- (E3) RIGHT TO STONE WATER COLLECTED FROM A SPRING ON THE SUBJECT PROPERTY AND PIPE LINE SYSTEM, UNDESCRIBED LOCATION PER BOOK 213, PAGE 428.
- (E4) RIGHT TO STONE WATER COLLECTED FROM A SPRING ON THE SUBJECT PROPERTY AND A PIPE LINE SYSTEM WITH UNDESCRIBED LOCATION PER BOOK 318, PAGE 434 (SAME LOCATION AS BOOK 213, PAGE 428).
- (E5) WHEEL, CROSS EASEMENT AND WATER LINE EASEMENT PER INST. NO. 89-8-1953. THESE EASEMENTS ARE FDO TL 1300 OVER TL 1460.
- (E6) 36 FOOT OVERHEAD UTILITY EASEMENT PER INST. NO. 81-02-0253.
- (E7) WHEEL, CROSS AND UTILITY EASEMENT FDO TL 1300 OVER TL 1460 PER INST. NO. 2009-828.
- (E8) MEMORANDUM OF CONTRACT SALE FOR TL 1460, INST. NO. 2007-0324.
- (E9) EASEMENT FOR WHEELS & CROSS OVER TL 1240, FDO TL 1460 PER INST. NO. 2008-8412, 14 FOOT WIDTH.
- (E10) WELL, WELL HOUSE & WATERLINE EASEMENT FDO TL 1300 OVER TL 1460 PER INST. NO. 2010-9109.

PROPERTY LIENS

- (L1) DECREE OF DISSOLUTION, CIRCUIT COURT CASE 87009748, IF APPLICABLE, PROPERTY SETTLEMENT, DATED MAY 02, 2006, COUPLE STILL TOGETHER.
- (L2) JUDGMENT FOR \$4383.44, CREDITOR: CAPITAL ONE BANK, USA NA, PER CIRCUIT COURT CASE 09CV04199, DATED JULY 22, 2009.
- (L3) JUDGMENT FOR \$3,808.46, CREDITOR: ASSET ACCEPTANCE, LLC, PER CIRCUIT COURT CASE 10CV0437, DATE ENTERED JULY 23, 2010.
- (L4) JUDGMENT FOR \$15,271.20, CREDITOR: H & S FINANCIAL, INC, PER CIRCUIT COURT CASE 10CV0883, DATE ENTERED DEC. 03, 2010.
- (L5) JUDGMENT FOR \$7,683.83, CREDITOR: HOLLAND FINANCIAL, INC, PER CIRCUIT COURT CASE 10CV0884, DATE ENTERED OCTOBER 28, 2010.

SURVEY FOR:  
 MICHAEL & DEBRA WALLACE  
 P.O. BOX 548  
 NORTH BEND, OR. 97458

SURVEY BY:  
 MULKINS & RAMBO, LLC  
 P.O. BOX 808  
 NORTH BEND, OR. 97458



**EXHIBIT "C"**  
**STAFF REPORT**  
**FINDINGS OF FACT AND CONCLUSIONS**

**I. PROPOSAL AND BACKGROUND/PROPERTY HISTORY INFORMATION:**

- A. PROPOSAL:** The applicants' proposal is a request for Planning Director Approval for a three (3) parcel partition as provided by the Coos County Zoning and Land Development Ordinance (CCZLDO).
- B. BACKGROUND/PROPERTY HISTORY:** This property has a Single Family Dwelling with attached shop that has an assessed year built of 1997. The dwelling/shop was originally built through a Zoning Clearance Letter approval on October 11, 1996; clearance was given to site an Accessory Structure. On January 3, 2019 clearance (ZCL-19-001) was given to convert the existing shop into a Single Family Dwelling.

**II. BASIC FINDINGS:**

- A. LOCATION:** The subject property is located north of the City of North Bend. The property is accessed via North Bay Road, which is a Coos County maintained public road.

- B. ZONING:** The property is zoned Rural Residential (RR).

*There are two RR zonings: Rural Residential-5 (RR-5) and Rural Residential-2 (RR-2). The intent of the Rural Residential Districts includes justified sites plus "committed" areas. The County's plan prescribes and allocates a finite number of rural dwelling/units/acreage. The zoning ordinance will specify permitted uses and minimum lot sizes.*

*The purpose of the "RR-2" and "RR-5" districts are to provide for small to medium acreage dwelling sites outside of Urban Growth Boundaries, where a moderate intensity of land development is appropriate, but where urban services and facilities may not be available or necessary.*

*The "RR-2" district provides for continued existence of rural family life and to provide a transition of densities between urban development and exclusive agricultural and forestry uses.*

*The "RR-5" district provides for the orderly development of rural land so as to encourage the continued existence of rural family life and to provide a transition of densities between urban development and exclusive agricultural or forestry uses.*

**C. SPECIAL DEVELOPMENT CONSIDERATIONS AND OVERLAYS:**

*SECTION 4.11.125 Special Development Considerations: The considerations are map overlays that show areas of concern such as hazards or protected sites. Each development consideration may further restrict a use. Development considerations play a very important role in determining where development should be allowed in the Balance of County zoning. The adopted plan maps and overlay maps have to be examined in order to determine how the inventory applies to the specific site*

*SECTION 4.11.200 Purpose: Overlay zones may be super-imposed over the primary zoning district and will either add further requirements or replace certain requirements of the underlying zoning district. The requirements of an overlay zone are fully described in the text of the overlay zone designations. An overlay zone is applicable to all Balance of County Zoning Districts and any zoning districts located within the Coos Bay Estuary Management Plans when the Estuary Policies directly reference this section.*

**This property has been mapped in an area of Archaeological Concern, Bird Site, National Wetland Inventory Site, Natural Hazard Liquefaction, Natural Hazard Landslide and Natural Hazard Tsunami as Special Considerations.**

**Archaeological areas of concern mean it is in an area or close to an area in which a site may be located. Prior to any development on this property an application must be submitted and request for comments will be sent to the local tribes. The local tribes have 30 days to comment on the proposal. The applicant must abide by any recommendations given by the tribes.**

**Bird Site means that there may be a nesting site near the property. Prior to any development on this property an application must be submitted and request for comments will be sent to the Oregon Department of Fish & Wildlife (ODFW). Oregon Department of Fish & Wildlife has 30 days to comment on the proposal. The applicant must abide by any recommendations given by ODFW.**

**National Wetland Inventory Site means that the property may have wetlands. Prior to any development on this property an application must be submitted and request for comments will be sent to Department of State Lands (DSL). DSL has 30 days to comment on the proposal. The applicant must abide by any recommendations given by DSL.**

**Natural Hazard Liquefaction is an area in which the ground has a chance at liquefying in the event of a Cascadian earthquake. If development is to be sited within the area identified as having very high Liquefaction potential a Conditional Use with a Geotechnical Report from a qualified geotechnical engineer must be submitted. The liquefaction area subject to the geotechnical review is in the very far lower right hand corner of parcel.**

**Natural Hazard Very High Landslide is an area in which was studied and found to have active landslide movement. If development is to be sited within the area identified as having very high Landslide I a Conditional Use with a Geotechnical Report from a qualified geotechnical engineer must be submitted. The Landslide area subject to the geotechnical review covers a majority of the parcel.**

**D. SITE DESCRIPTION AND SURROUNDING USES:** This property is located north of the City of North Bend. The property is zoned Rural Residential-2 (RR-2) and contains 14.26 acres. The parcels surrounding are zoned Rural Residential, other than to the north and east, those parcels are zoned Forest (F).

**E. COMMENTS:**

- a. **PUBLIC AGENCY:** All comments received through the Technical Review Committee meeting are found at Exhibit "D". No other public agency comments have been received at this time.
- b. **PUBLIC COMMENTS:** This property did not require any request for comments prior to the release of the decision.
- c. **LOCAL TRIBE COMMENTS:** This property did not require any request for comments prior to the release of the decision.

**F. LAWFULLY CREATED UNIT OF LAND:** This property is acknowledged as a lawfully created pursuant to CCZLDO § 6.1.125.1.c as it was created through an approved Subdivision (File No. SUB-06-03).

### III. STAFF FINDINGS AND CONCLUSIONS:

#### a. SUMMARY OF PROPOSAL AND APPLICABLE REVIEW CRITERIA:

The proposal is for a land partitions creating two parcels and is subject to Coos County Zoning and Land Development Ordinance § 6.2.375(5)&(6) Review of Tentative Plan, Criteria for Approval, Conditional Approval; § 6.2.400 Access in Conjunction with a Land Division; § 6.2.475 Access; § 6.2.500 Easements; § 6.2.525 Lots and Parcels; § 6.2.550 Improvement Specifications; §6.2.800.3.p through q and s Final Plat Regulations; § 7.2, Table 7.2A Minimum Standards for New Roads and Driveways in Rural.

#### b. KEY DEFINITIONS:

*ACTIVITY: Any action taken either in conjunction with a use or to make a use possible. Activities do not in and of themselves result in a specific use. Several activities such as dredging, piling and fill may be undertaken for a single use such as a port facility. Most activities may take place in conjunction with a variety of uses.*

*DEVELOP: To bring about growth or availability; to construct or alter a structure, to conduct a mining operation, to make a physical change in the use or appearance of land, to divide land into parcels, or to create or terminate rights to access.*

*DEVELOPMENT: The act, process or result of developing.*

*USE: The end to which a land or water area is ultimately employed. A use often involves the placement of structures or facilities for industry, commerce, habitation, or recreation.*

*ZONING DISTRICT: A zoning designation in this Ordinance text and delineated on the zoning maps, in which requirements for the use of land or buildings and development standards are prescribed.*

*Dwelling: Any building that contains one or more dwelling units used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that are occupied for living purposes.*

#### c. PARTITION REQUIREMENTS

*Coos County Zoning and Land Development Ordinance (CCZLDO)*

- *SECTION 6.2.350 TENTATIVE PLAT REQUIRMENTS:*

**Finding:** This section was reviewed prior to deeming the application complete. The application was found to be complete on May 1, 2020. An application for a land division shall meet the requirements of the tentative plan prior to setting up the Technical Review Committee to allow for comments and review.

- *Section 6.2.375 Review of Tentative Plan:*

1. *Distribution to Affected Bodies. The Planning Department shall furnish a copy of the tentative plan to all affected special districts and cities which have a coordination agreement with Coos County; and*
2. *Within twenty (20) days of postmark, each city, special district and County Department receiving a copy of the tentative plan should submit a written statement to the Planning Department with respect to any matter, information, or recommendation deemed necessary for the applicant's or public's benefit.*



3. *The Planning Department shall make copies of all written statements available to the applicant and others interested.*

**FINDING:** The application was distributed to all affected bodies including special districts and agencies and/or departments that the County has an agreement with. Comments have been summarized below and were provided to the applicant as part of the TRC and found at Attachment “D”.

- Coos County Cartographer, Jorene Smith commented that there appears to be a contract of sale on the subject property, if fulfillment deed is not recorded prior to the plat, all parties will need to sign. Please see her full comments in Exhibit D.
- Coos County Surveyor, Mike Dado commented that according to the ArcGIS the driveway does not appear to be in the panhandle portion of the property. At the TRC Clyde assured us that it was indeed on the property. The proposed corners are not shown on the tentative plat, but the road centerline needs to be monumented and will need to be named. The parcel lines need to be in bold.
- Coos County Roadmaster, John Rowe commented that as per CCZLDO Chapter VII Table 7.2A the access roadway beginning at the intersection of North Bay Rd shall meet the requirements of “roadways serving a maximum of 4 dwelling units”.
- John McDonald, Development Review Planner for Oregon Department of Transportation (ODOT) did not provide comments.
- Coos Health and Wellness, Richard Hallmark Environmental Health Program Manager commented that A water system with at least four service connections or serving water to premises which are used by an average of at least 10 individuals daily at least 60 days each year is subject to regulation as a public water system (ORS 448.119). Contact Coos County Health to formalize such use. You can view his full comments in Exhibit D.

4. *Planning Director Review. The Planning Director, after reviewing the tentative plan and comments, may approve, conditionally approve, or disapprove any application. The Planning Director shall take action within forty-five (45) days of the date the application was accepted as complete, unless additional time is deemed necessary to complete the review.*

**FINDING:** The application was received April 2, 2020 and deemed complete May 1, 2020. This report is not within the 45 day timeline, additional time was necessary to complete the review.

5. *Criteria for Approval of tentative land division plan*  
a. *A decision on the tentative land division plan application shall be made and notices shall be processed as required in Chapter 5.0 of this ordinance.*

**FINDING:** The tentative land division plan is found to comply with the requirements of this article and other articles pertaining to mapping and access with conditions of approval. The decision will be processed accordingly.

- b. *The preliminary subdivision plan shall be approved if the Approving Authority finds the following:*
  - i. *The information required by this Article has been provided;*
  - ii. *The design and development standards this chapter have been met; and*
  - iii. *Applicable transportation standards in chapter VII have been or will be complied with;*

- iv. Minimum parcel/lot sizes and requirements have been complied with for the zoning district.
- v. If the preliminary plan provides for development in more than one phase, the Approving Authority makes findings and conclusions that such phasing is necessary due to the nature of the development, and that the applicant will be able to comply with the proposed time limitations.

- **FINDING: The design and development standards have been met. The proposed access to Parcel 3 is direct access to North Bay Road. The proposed access to Parcel 1 and 2 will be via an easement through Parcel 3. Minimum parcel size for the zoning district has been complied with. This is not a phased partition.**

- c. In granting tentative approval, the Approving Authority may impose conditions of approval deemed necessary to carry out the Comprehensive Plan and the provisions of this ordinance. Such conditions may include the construction of offsite public improvements, or money equivalent, deemed necessary, either immediately or in the future, as a result of the proposed development and shall be reasonably conceived to fulfill public needs emanating from the proposed development in the following respects:
  - i. Protection of the public from the potentially deleterious effects of the proposed development; or
  - ii. Fulfillment of the need for public service demands created by the proposed development.

**FINDING: The application has been conditioned to ensure the proposal complies with the Coos County Comprehensive Plan and Implementing Ordinance.**

- 6. Conditional Approval. The Planning Director may impose special conditions upon the approval of a tentative plan when it is established that such conditions are necessary to protect health, safety or welfare. Conditions may include but are not limited to the following:
  - a. roadway and plat design modifications;
  - b. utility design modifications;
  - c. conditions deemed necessary to provide safeguards against documented geologic hazards;
  - d. other conditions deemed necessary to implement the objectives of the Comprehensive Plan.

**Finding: No special conditions will be imposed for this partition. The roadway must meet requirements within Chapter VII Table 7.2A for roadways serving four (4) or more dwellings.**

**MINIMUM STANDARDS FOR NEW ROADS AND DRIVEWAYS IN RURAL TABLE 7.2 A**

Classification of Roadway	Figure # Typical Cross-section	Average Daily Traffic	Right-of-Way Width	Sub grade Width	All-Weather Travel Surface	Construction		Maximum Grade	Centerline Maximum Degree of Curvature	Vertical Unobstructed Clearance	Minimum Access spacing
						Compacted Rock Depth	Asphalt Concrete Depth				
Local Residential serving four or more dwelling	3	0-600	60'	24'	20'	10"	2" Optional	12%	56 deg	13.5'	500'

- 7. Effective Date. Unless the action of the Planning Director is appealed, the action shall be effective upon the expiration of the appeal period pursuant to Article 5.8. Following approval of a tentative plan, the applicant may proceed with preparation of any required construction drawings. Development as per the tentative plan may yet be subject to approval of the supplemental information as required by Section 6.5.250(5) and approval of construction drawings as required by Section 6.5.350. [OR-92-07-012PL]

**Finding: The effective date for this tentative approval will be August 14, 2020 unless an appeal is received.**

6. *Duration of Preliminary Subdivision Plan Approval*
  - a. *Approval of a preliminary subdivision plan shall be valid for twenty-four (24) months from the date of approval of the preliminary plan, provided that if the approved preliminary plan provides for phased development, the approval shall be valid for the time specified for each phase. Each phase shall be valid for an additional twenty-four (24) months from the date of approval of the preliminary plan. For example if there were three phases each phase has 24 months from the date of the decision of the prior phase (decision of the first phase was on 10/11/13 then phase two has until 10/11/15 and phase three would have until 10/11/17 to be completed). An applicant may choose to set a lesser time limit but this represents the maximum time allowed for phasing.*
  - b. *If any time limitation is exceeded, approval of the tentative plan, or of the phase of the preliminary tentative plan, and any subsequent phases, shall be void. Any subsequent proposal by the applicant for division of the property shall require new Administrative Action.*
  
7. *Granting of Extensions.*
  - a. *An applicant may request an extension of the validity of a tentative land division plan approval or, if the preliminary plan provides for phased development, an extension of the validity of a tentative approval with respect to the phase the applicant is then developing. Such request shall be considered a Ministerial Action and shall be submitted to the Director, in writing, prior to expiration of such approval, stating the reason why an extension should be granted.*
  - b. *The Director may grant an extension of up to twelve (12) months in the validity of a tentative plan approval or, if the tentative plan provides for phased development, an extension of up to twelve (12) months in the validity of a tentative plan approval with respect to the phase then being developed, if it is determined that a change of conditions, for which the applicant was not responsible, would prevent the applicant from obtaining final plat approval within the original time limitation.*

**Finding: This land division is not a phase partition and shall be valid for two (2) years from the effective date. The final partition plat shall be filed on or before this two (2) year time period expires. If the applicant is unable to complete the conditions of approval and file the final partition prior to the expiration an extension can be applied for. Extensions are valid for twelve (12) months.**

- ***Section 6.2.400 Access in Conjunction with a Land Division:***

*All access shall conform to the provisions under Article 6.2 and Chapter VII.*

- ***Section 6.2.475 Access:***

*Each unit of land proposed to be created shall have access by way of a County road except as provided below:*

1. *Local Access Road: A unit of land created by subdivision or partitioning may have access by way of an existing local access road provided:*
  - a. *The local access road was open to public use on January 1, 1986.*
  - b. *Use of the local access road is not restricted by adopted policies of the Comprehensive Plan.*
  - c. *The local access road is constructed to the private road standard contained in Article VII. However, if the road will, or could in the future, provide service to more than three (3) units of land in an urban unincorporated area or more than ten (10) units of land in a rural residential area, the finished top surface width shall be a minimum of 18 feet and turnouts shall not be required.*
  - d. *If the Approving Authority determines that the existing development pattern, topography, physical characteristics of the land, applicable land use regulations, or other circumstances affecting the area served by the local access road prevent the road from being used to*

*provide access to more than three (3) units of land in an urban unincorporated area or more than ten (10) units of land in a rural residential area, the Approving Authority may allow the local access road to be constructed to the same standards that are required for private roads, pursuant to Article VII.*

- e. Additional right-of-way is provided along the frontage of the subject property when such is required to meet the minimum right-of-way requirements for a County road.*
  - f. The applicant agrees to participate in a private maintenance program for the local access road and executes any documents required by the Approving Authority to insure such participation.*
  - g. The applicant agrees to participate in any local improvement district which may be formed under ORS 371.605 to 371.660 or the Coos County Local Assessment Ordinance to improve the local access road to County Road standards. The applicant shall execute any documents required by the Approving Authority, including a waiver of remonstrance, to insure such participation.*
- 2. In addition to the requirements above, approval of a subdivision served by a local access road shall require:*
    - a. All interior streets in the subdivision that require dedication shall be built to the County standard such that they may be incorporated into the County road maintenance system.*
    - b. The subdivision shall be subject to adequate restrictive covenants or other similar device which require interior streets to be maintained by lot owners in accordance with County standards. Such restrictive covenants shall be enforceable by the County.*
  - 3. Any access approval request under this section shall be reviewed to assure that no development occurs in known natural hazard areas without appropriate safeguards. The Planning Director or designee may condition its approval of a request on the provision of such safeguards, or otherwise condition approval of such requests to insure compatibility with the objectives of this ordinance, and the Coos County Comprehensive Plan.*

- **Section 6.2.500 Easements:**

*Easements may include but are not limited to the following:*

- 1. Private Road Access information is found in Chapter VII (Roads or Streets).*
- 2. Utility Easements. Easements including but not limited to sewers, water mains and electrical lines shall be at least fifteen (15) feet wide, except for utility pole tieback easements which may be reduced to six (6) feet in width.*
- 3. Pedestrian and Bicycle Ways. When necessary for public convenience, safety or if designated on an adopted County or State recreation or transportation system plan, the County Planning Director will require a developer of a subdivision, PUD, and office park complex to dedicate to the public, public access easements ten (10) feet in width. Said easements may be deemed necessary to provide access:*
  - a. through unusually long or oddly shaped lots or parcels;*
  - b. to schools, parks, or other public areas;*
  - c. for pedestrian travel adjacent to streets;*
  - d. to water bodies or other natural amenities;*
  - e. between streets or cul-de-sacs; or*
  - f. between office structures and through parking facilities.*
- 4. Slope Easements. Necessary when right-of-way slope construction extends outside of the normal right-of-way.*

**Finding: The proposed access to Parcel 3 is direct access to North Bay Road. The proposed access to Parcel 1 and 2 will be via an easement through Parcel 3.**

**This partition requires a Road Name application to be submitted as the road will give access to at least three (3) parcels.**

**The roadway must conform to requirements listed in Chapter VII table 7.2A.**

**There is no proposed pedestrian or bicycle path as part of this request as this is not required for this land division. There is no requirement for a slope easement.**

**Therefore, the above criteria have addressed the access and easement criteria.**

- **Section 6.2.525 Lots and Parcels:**

1. *Lot and parcel sizes shall meet the minimum lot sizes as established by the applicable zoning district.*
2. *Within an Urban Growth Boundary no lot area, yard, offstreet parking and loading area or other open space which is required by this Ordinance for one use shall be used as the required lot area, yard or other open space for another use, such as utility easements, access easements, road and street right-of-ways or septic drain fields.*
3. *Outside of the urban growth boundary no lot area, yard, offstreet parking and loading area or other open space which is required by this ordinance for one use shall be used as the required lot area, yard or other open space for another use. This does not include utility easements, private road access easements or septic drainfields; but does include all public road and street right-of-ways.*
4. *Panhandle lots or parcels shall be an acceptable method of land division. More than two contiguous panhandles (as opposed to the panhandle "lots" themselves) shall not be permitted. Where two panhandles are contiguous, the County may require easements and construction of an access road. Panhandles are also referred to flag lots.*
5. *Dimensional Standards. The property will comply with development standards set out in the applicable zoning districts.*

- **Section 6.2.550 Improvement Specifications:**

*Improvements shall conform to the following standards:*

1. *Proof of an adequate supply of potable water. Water supply systems, both public and private, shall conform to the requirements of state law. Adequate water supply may be accomplished with storage tanks. Water requirement of Section 6.2.800(3).*
2. *Sewage disposal systems, both public and private, shall conform to the requirements of state law.*
3. *Grading shall be performed and drainage facilities installed (i.e. French drains, catch basins, etc.) as is necessary to provide proper drainage within the partitioned area.*
4. *The installation of storm sewers may be required where necessary to insure proper drainage, to conform to an established or proposed drainage system or to eliminate threat to the public health and safety.*
5. *Streets or roads shall conform to the improvement standards stated in Chapter VII of this Ordinance. The county may deny, approve or approve with conditions a development proposal in order to minimize impacts to and protect transportation facilities. Any application that is expected to impact the state highway system must be provided to the Oregon Department of Transportation for their review and comment regarding conformance with state access management and mobility standards.*
6. *Sidewalks of an all-weather material not less than five (5) feet in width, nor more than eight (8) feet in width shall be constructed as close to the center of pedestrian and bicycle ways as practical, when required.*

7. *Erosion prevention. When necessary to prevent erosion all cuts and fills and other graded areas shall be protected from erosion by appropriate seeding or planting of grass shrubs, trees or other soil stabilizing vegetation. (OR 98-12-009PL)*

**Finding: This property is zoned Rural Residential-2 (RR-2) and contains approximately 14.26 acres. The minimum lot size within the RR-2 zone is two (2) acres. The property has a single family dwelling with attached shop, well and septic system that will remain on Parcel 1. All Parcels will exceed the minimum lot size for the zoning district; Parcel 1 will have 3.75 acres, Parcel 2 will have 3.30 Acres and Parcel 3 will have 7.06 acres.**

**The property is outside of the Urban Growth Boundary; therefore, does not require any lot area, yard, off street parking, loading or any other type of open space for this partition. The proposal does not include a panhandle lot. The minimum street frontage is 30 feet; all proposed parcels meet this standard. A private road easement will give Parcel 1 and 2 the required street frontage. Parcel 3 has over 30 feet of street frontage on North Bay Road. The minimum lot width and depth of 50 feet has been met for all parcels.**

**Proof that the well meets standards within Section 6.2.800(3) and that the septic system meets Department of Environmental Quality (DEQ) requirements must be received for Parcel 1 by staff prior to the final plat being signed.**

**A grading and storm water plan is not required at this time; however, grading, drainage, and erosion prevention may be required if and when new development takes place.**

**Therefore, the criterion for a tentative plan has been met.**

#### **IV. NOTICE REQUIREMENTS:**

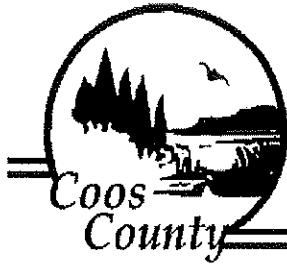
A notice of decision will be provided to property owners within 250 feet of the subject properties and the following agencies, special district, or parties:

Port of Coos Bay  
North Bay Fire Department  
Coos Bay- North Bend Water Board.

The following will receive the decision and all attachments:

Property Owners and Applicant  
Applicant's Surveyor  
Board of Commissioners  
Planning Commission  
Department of Land Conservation and Development  
Coos County Road Department  
Coos County Surveyor  
Coos County Assessor  
Oregon Department of Transportation

Exhibit "D"  
Comments Received



**PUBLIC WORKS**  
**ROAD - SOLID WASTE**  
250 N Baxter Street, Coquille, Oregon 97423  
(541) 396-7665  
FAX (541) 396-1023

**JOHN ROWE**  
Director / Roadmaster

---

July 9, 2020

Jill Rolfe  
Planning Director

Re: Tentative Plat Review – Partition P-20-003  
T24S, R13W, Section 25 TL 1400  
Applicant: Michael Wallace

Comments

As per CCZLDO Chapter VII Table 7.2A the access roadway beginning at the intersection of North Bay Road shall meet the requirements of "Roadways serving a maximum of 4 dwelling units".

Thank you,

*John Rowe*  
John Rowe  
Roadmaster



**COOS COUNTY SURVEYOR**  
250 N. Baxter Street, Coquille, Oregon 97423

**Michael L. Dado**  
541-396-7586  
Email [coosurvey@co.coos.or.us](mailto:coosurvey@co.coos.or.us)

July 9, 2020

To: Crystal Orr

Re: Land Partition P-20-003  
Michael Wallace  
24-13- 25, TL 1400

Crystal,

I have reviewed this proposed Land Partition and have the following comments:

1. According to the ArcGIS the driveway does not appear to be in the panhandle portion of the property. At today's meeting Clyde assured us that it was indeed on the property.
2. The proposed corners are not shown on the tentative plat, but the road centerline needs to be monumented and the road needs to be named.
3. The parcel lines need to be **BOLD**. I know I have sent out a letter to all the surveyors working in Coos County stating this but in the future, drawings like this will not be accepted. The four of us, John, Crystal, Jorene and myself all struggled with determining the location of the parcel lines. I'm not sure we ever got it right. There is no reason for this. We are talking about the click of a mouse to change a line weight.

I have no further comments at this time.

Very truly yours

Michael L. Dado





## COOS COUNTY ASSESSOR'S OFFICE

250 North Baxter Street, Coquille, Oregon 97423  
(541) 396-7901  
FAX (541)396-6071/TDD 1-800-735-2900

**STEVE JANSEN**  
ASSESSOR

July 6, 2020

Planning Department  
Crystal Orr

Re: Tentative Partition Plat (P-20-003)  
Account # - 182700  
Map # - 24-13-25 TL1400

Dear Crystal,

Our office has reviewed the above referenced tentative partition plat and have found the following items that need attention:

1. There appears to be a Contract of Sale on subject property, if the fulfillment deed is not recorded prior to the plat, all parties will need to sign.
2. If the tax statements are not mailed by the time the final plat is submitted for approval a pre-payment of taxes must be collected in order for the Assessor to sign the plat.
3. The Pre-Payment amount will be disclosed on a separate letter.
4. Please be advised that there is a potential for additional tax on this property.
5. We assume the initial point, legal description and signature block will be shown on the final plat.
6. Please be advised that a processing fee of \$225.00 will be required before the Assessor signs the final plat.

Sincerely,

Jorene Smith  
Cadastral Cartographer

CC: Mike Dado, County Surveyor  
Clyde Mulkins, Surveyor  
File



**COOS COUNTY ASSESSOR'S OFFICE**

250 North Baxter Street, Coquille, Oregon 97423

(541) 396-7901

FAX (541)396-6071/TDD 1-800-735-2900

**STEVE JANSEN**  
ASSESSOR

June 29, 2020

Megan Simms, Treasurer and Tax Collector  
250 N Baxter  
Coquille, OR 97423

Re: Prepayment of taxes – WALLACE (% Pacific Northwest Building Specialists, Inc.)  
Account # - 182700  
Map # - 24-13-25 TL 1400

Dear Megan,

Please be advised that taxes are due and payable to you in the following amount on the above referenced Partition Plat per ORS 92.095.

SN	187200	24-13-25 TL 1400	Imposed Value	\$ 531.60*
			Prepayment	\$ 584.76

**Total 2020-2021 Prepayment** **\$ 584.76**

The 2020-2021 prepayment should be made payable to the Coos County Treasurer. Prepayment must be made before the Partition Plat can be processed. **The Coos County Treasurer requires all prepayments be paid in the form of cash, money order or cashier's check.**

\* Unofficial 2020-2021 value (subject to change).

Sincerely,

Jorene Smith  
Cadastral Cartographer

# Coos Health & Wellness

Together, Inspiring Healthier Communities



July 22, 2020

Michael Wallace  
PO BOX 210  
Coos Bay, OR 97420

Re: Comment on Proposed Property Division

Mr. Wallace:

The County Planning Department has labeled an application to divide a property submitted by you as "**P-20-003 Wallace**." This letter is comment from the Environmental Health (EH) office on that application, in reference to potable water.

Relevant notes to the proposed division include: (1) The split of one property with a residence into three separate parcels. (2) There is no indication of a public water system in proximity to the subject property in the application. (3) The tentative partition map illustrates sites/easements for a spring water source, water storage and water lines running toward the other two parcels. (4) The tentative partition map also indicates in effect that individual wells are not provided for potable water.

**The EH office has no prohibition regarding the proposed property division, but will advise:**

1. With the spring and associated pipeline easements increasing the possibility in the creation of a public water system please note on the final plat: **"A water system with at least four service connections or serving water to premises which are used by an average of at least 10 individuals daily at least 60 days each year is subject to regulation as a public water system (ORS 448.119). Contact Coos County Health to formalize such use."**
2. Apart from a public water system there is health importance in testing a water source supplying a residence for at least the following three contaminants (with the values in parenthesis representing levels of concern): **Total Coliforms** (any present), **Nitrates** (10 mg/L) and **Arsenic** (0.010 mg/L). Testing can provide some confidence of water safety or information to motivate treatment for safe water.

Numerous on-line resources are available relating to acceptable levels for contaminants, health effects of contaminants, mitigation strategies and how to contribute sample results to a statewide effort to assess the status of Oregon's groundwater. Find meaningful information by googling: **"Oregon.gov Domestic Well Safety."**

Call 541-266-6720 for any related discussion.]

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*Rick Hallmark, Environmental Health Program Manager*

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

COMPLETED BY STAFF	
Received By: <u>AMB</u>	<input type="checkbox"/> COMP PLAN AMENDMENT
Date Submitted: <u>4/2/20</u>	<input type="checkbox"/> ZONE CHANGE
Application No.: <u>P-20-003</u>	<input type="checkbox"/> TEXT AMENDMENT
Fee: <u>1785<sup>00</sup></u>	<b>CONDITIONAL USE REVIEW</b>
Fee Paid: <u>1785<sup>00</sup></u>	<input type="checkbox"/> HEARINGS BODY
Receipt No.: <u>214596</u>	<input type="checkbox"/> ADMINISTRATIVE
	<input type="checkbox"/> VARIANCE
	<input type="checkbox"/> LAND DIVISION *
	<input type="checkbox"/> HAZARD REVIEW *
	<input type="checkbox"/> FARM OR FOREST REVIEW *
	<input type="checkbox"/> FAMILY/MEDICAL HARDSHIP*
	<input type="checkbox"/> HOME OCCUPATION/COTTAGE INDUSTRY
	<b>*Supplemental Application required</b>
	STAFF NOTES:



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:
- 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.
  - A description of the property in question, including, but not limited to the following: size, vegetation, crops grown, access, existing buildings, topography, etc.
  - A complete description of the request, including any new structures proposed.
  - 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:
- Location of all existing and proposed buildings and structures
  - Existing County Road, public right-of-way or other means of legal access
  - Location of any existing septic systems and designated repair areas
  - Limits of 100-year floodplain elevation (if applicable)
  - Vegetation on the property
  - Location of any outstanding physical features
  - 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

X Debra L Wallace



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.

Ticor Title Company of Oregon  
Order No. 360619028932

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.

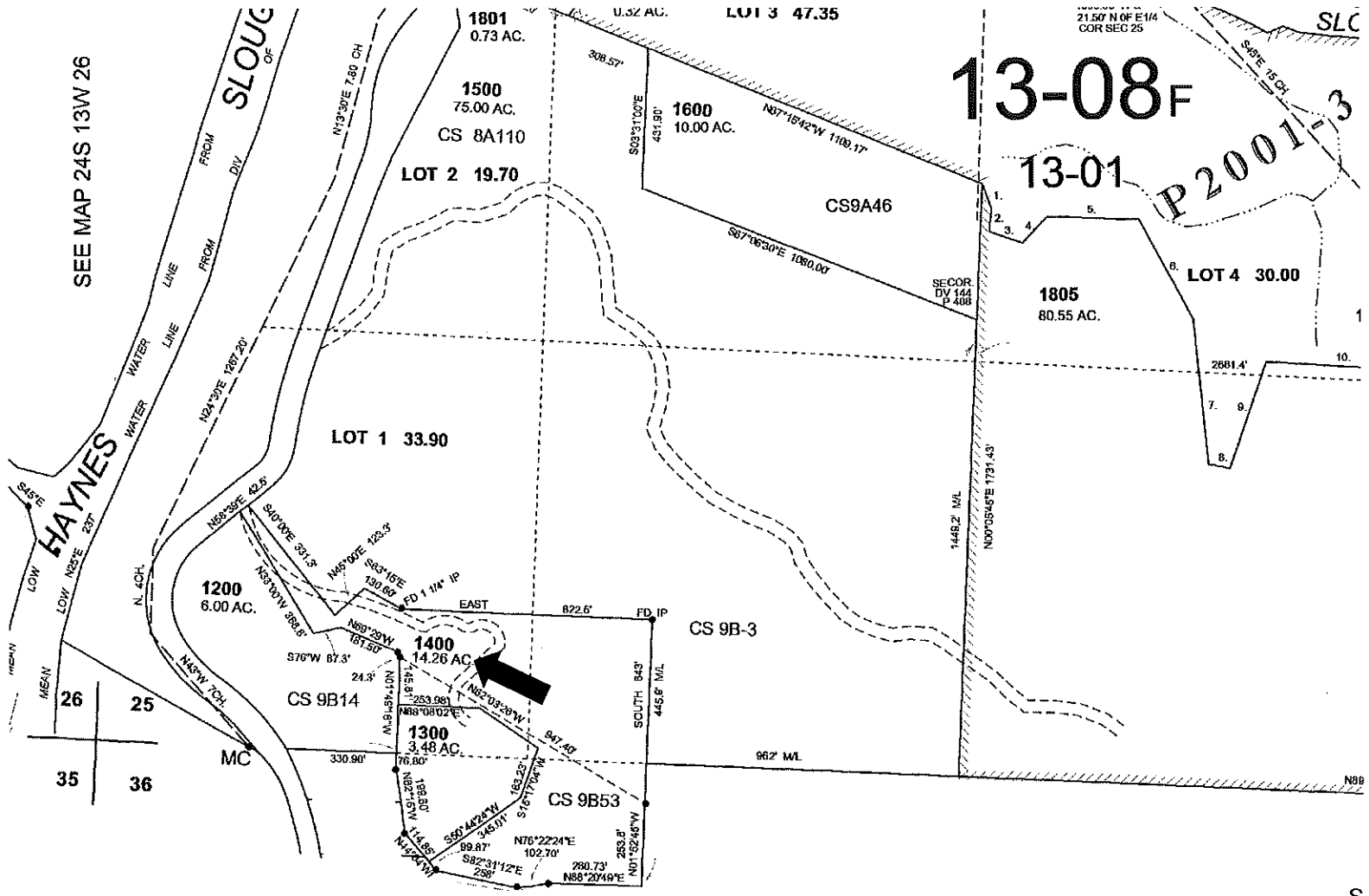
END OF THE LIMITATIONS OF LIABILITY



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.



13-08F

13-01 P2001

SEE MAP 24S 13W 26

SEE MAP 24S 13W 36B

S







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 11<sup>th</sup> 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 11<sup>th</sup> 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 11<sup>th</sup> 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.  
Hobt. 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° 01' West 57.3 feet, thence North 33° 01' 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'

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 22 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, 1945  
(Notarial seal)

62165- PRIVATE RIGHT OF WAY AND EASES TRI MING FERRIE

KNOW ALL MEN BY THESE PRESENTS, That John A. Fenley and Mrs. L. B. Fenley of St. 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 Sec 24, S. 18, T. 3 N., R. 13 W., M. 25 and 26 in Coos County, State of Oregon, and also agree 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, 1945  
(Notarial seal)

62136-

RIGHT OF WAY AGREEMENT

RECEIVED OF West Coast Power Co., a corporation, One Dollar (\$1.00) and other valuable consideration, for which the undersigned, C. F. 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 53 at page 135, Deed Records of Coos County, Oregon.

Note: Original location of power line subject to approval of G. 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

G. P. Kibler (seal)

STATE OF OREGON COUNTY OF COOS ss: On this day personally appeared before me G. 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.

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

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

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 20, Twp. 24 S.R. 12 W.M. also that land lying in Section 19, Twp. 25 S.R. 12 W.M. also that land lying in Section 24, Twp. 24 S.R. 13 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 Lona B. Rogers, Trustee

STATE OF OREGON COUNTY OF COOS ss: On this day personally appeared before me, Boletta Kennedy, Julia C. Hunter and Lona 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

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 5<sup>th</sup> day of ~~March~~<sup>April</sup>, 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 9:44  
FAY F. CRABTREE, COUNTY CLERK



**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
<b>Total</b>		\$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

---

<b>Name Type</b>	<b>Name</b>	<b>Ownership Type</b>	<b>Own Pct</b>
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 97420-0223

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

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 78.8 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 K. 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 "G", 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

60387

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.

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

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  $0^{\circ} 13'$  East a distance of 100.71 feet; thence South  $18^{\circ} 40'$  West a distance of 73.00 feet; thence South  $36^{\circ} 36'$  West a distance of 91.76 feet; thence South  $7^{\circ} 58'$  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

## 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 947.4 feet; thence South 253.8 feet; thence West 283.0 feet; thence South 79° 20' West 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.

## PARCEL II:

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.

The within described property is subject to the following:

1. Minerals in instrument, including the terms and provisions thereof, Reserved by: Strong & McNaughton Trust Company, a corporation  
Recorded: April 1, 1929  
Book: 107 Page: 414  
Deed 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.

2. Easement, including the terms and provisions thereof,  
To: West Coast Power Company  
Recorded: April 2, 1940  
Book: 136 Page: 10  
Records of Coos County, Oregon.  
For: electric power line
3. Easement, including the terms and provisions thereof,  
To: Lee J. Sausser and Maybelle E. Sausser  
Recorded: September 21, 1951  
Book: 212 Page: 438  
Records of Coos County, Oregon.  
For: water storage tank

6-68-581

1613



**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

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 20 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 20, 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:

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

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

AUG 23 11 58 AM '65

and recorded in book 1000 on page 100 of Record of Deeds of said County.  
WITNESS my hand and Seal of County affixed  
By F. Crabtree Coos County Clerk  
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** RD4747  
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  
I, Mary Ann Wilson, County Clerk, certify the within instrument was filed for record at 4:03 P.M. FEB 19, 1991  
By M. Bought 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 1 day of February, 1991

WITNESS

RICHARD LUKS  
NOTARY  
STATE OF OREGON  
County of Coos  
On this 19 day of FEB, 1991  
RICHARD LUKS

} SS.

21, before me, the above signed individuals, personally appeared \_\_\_\_\_ 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 Lukes  
Notary Public for Oregon

My Commission Expires: 2/25/93

7011

24967531AC

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 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 angle 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.

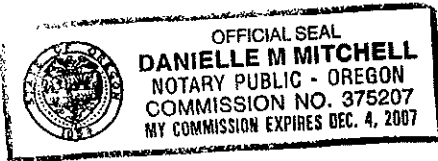
Michael G. Wallace  
Michael G. Wallace

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

Debra L. Wallace  
Debra L. Wallace

STATE OF OREGON        )  
                                  )    ss.  
County of Coos         )

On this 21<sup>st</sup> 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 21<sup>st</sup> 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

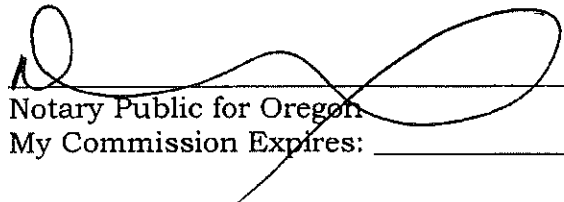
04/18/2007    #2007-4924  
02:58PM       2 of 4



STATE OF OREGON       )  
                                  )  
County of Coos         )     ss.

On this 21<sup>st</sup> 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: \_\_\_\_\_

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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

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## 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 22<sup>nd</sup> day of September, 2009.

GRANTOR: Michael G. Wallace  
Michael G. Wallace

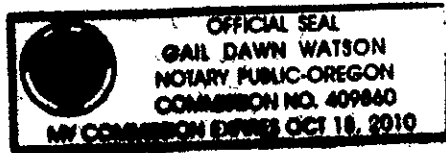
Debra L. Wallace  
Debra L. Wallace

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



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

09/30/2009 #2009-9882  
01:08PM 1 OF 1

"Recorded by Titor 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

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

002435  
AFTER RECORDING  
RETURN TO  
Titor Title Insurance  
300 West Anderson Ave - Box 1075  
Coos Bay, OR 97420-0233

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 10<sup>th</sup> 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

