



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: **Monday, May 11, 2020**

File No: PLA-20-004

Proposal: Request for a land use authorization for a Property Line Adjustment

Applicant(s): Dennis & Regina Holman Erland & Valerie Anderson
63318 Isthmus Heights Rd 99947 N Calle Solano
Coos Bay, OR 97420 Tuscon, AZ 85737

Staff Planner: Crystal Orr, Planner I

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 12 p.m. on **Monday, May 25, 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. Property line adjustments are subject to Coos County Zoning and Land Development Ordinance (CCZLDO) Article 6.3 Property Line Adjustments. **Civil matters including property disputes outside of the criteria listed in this notice will not be considered. For more information please contact the staff planner listed in this notice.**

Property Information

Account Numbers	500906	500911
Map Numbers	26S1301AD-01501	26S1301AD-01506
Property Owners	HOLMAN, DENNIS R. & REGINA K. 63318 ISTHMUS HEIGHTS RD COOS BAY, OR 97420-8286	ANDERSON, ERLAND A. & VALERIE L. 9947 N CALLE SOLANO TUSCON, AZ 85737-3673
Situs Addresses	63318 ISTHMUS HTS RD COOS BAY, OR 97420	63342 ISTHMUS HTS RD COOS BAY, OR 97420
Acreages	2.16 Acres	5.58 Acres
Zonings	RURAL RESIDENTIAL-2 (RR-2)	RURAL RESIDENTIAL-2 (RR-2)

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: Crystal Orr

Crystal Orr, Planner I

Date: Monday, May 11, 2020 .

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 evidence associated as listed in the exhibits.

EXHIBITS

Exhibit A: Conditions of Approval

Exhibit B: Vicinity Map

Exhibit C: Before & After Maps

The Exhibits below are mailed to the Applicant. Emailed copies of the exhibits are provided to the Board of Commissioners, Planning Commission and Department of Land Conservation and Development. Copies are available upon request or at the following by contacting the Planning Department or by visiting the website:<http://www.co.coos.or.us/Departments/Planning/PlanningDepartment-Applications2020.aspx>; however if not found on the webpage please contact staff for further instructions on viewing the official record in this matter. If you have any questions please contact staff at (541) 396-7770.

Exhibit D: PLA-20-004 Staff Report - Findings of Fact and Conclusions

Exhibit E: Comments Received

Exhibit D: Application

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.

1. All applicable mapping and filing requirements shall be complied with as listed below. If a map is required it shall be submitted to the Surveyor's office with the deeds. The deeds shall not be filed and that map has the appropriate signatures. Copies of all recorded deeds shall be submitted as the final step in the process.
2. Shall comply with any requirements from Coos County Surveyor or Assessor's Office.
3. The applicant must provide proof that a Single Family Dwelling exists on the site, or an application to site a dwelling must be submitted for tax lot 1506.
4. An after the fact compliance determination must be submitted or proof that the accessory structure sited on tax lot 1501 between 2013 and 2015 received the appropriate approvals must be received prior to staff signing off on the Property Line Adjustment map.

Mapping and Filing Requirements

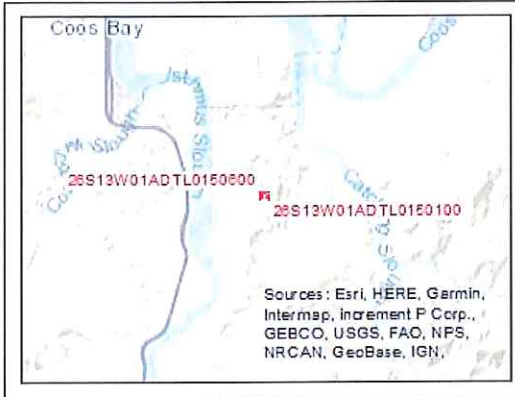
1. Map and Monuments Required:
 - a. For any resulting lot or parcel ten acres or less, a survey map that complies with ORS 209.250 shall be prepared;
 - b. The survey map shall show all structures within ten (10) feet of the adjusted line;
 - c. The survey shall establish monuments to mark the adjusted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

**EXHIBIT "B"
VICINITY MAP**

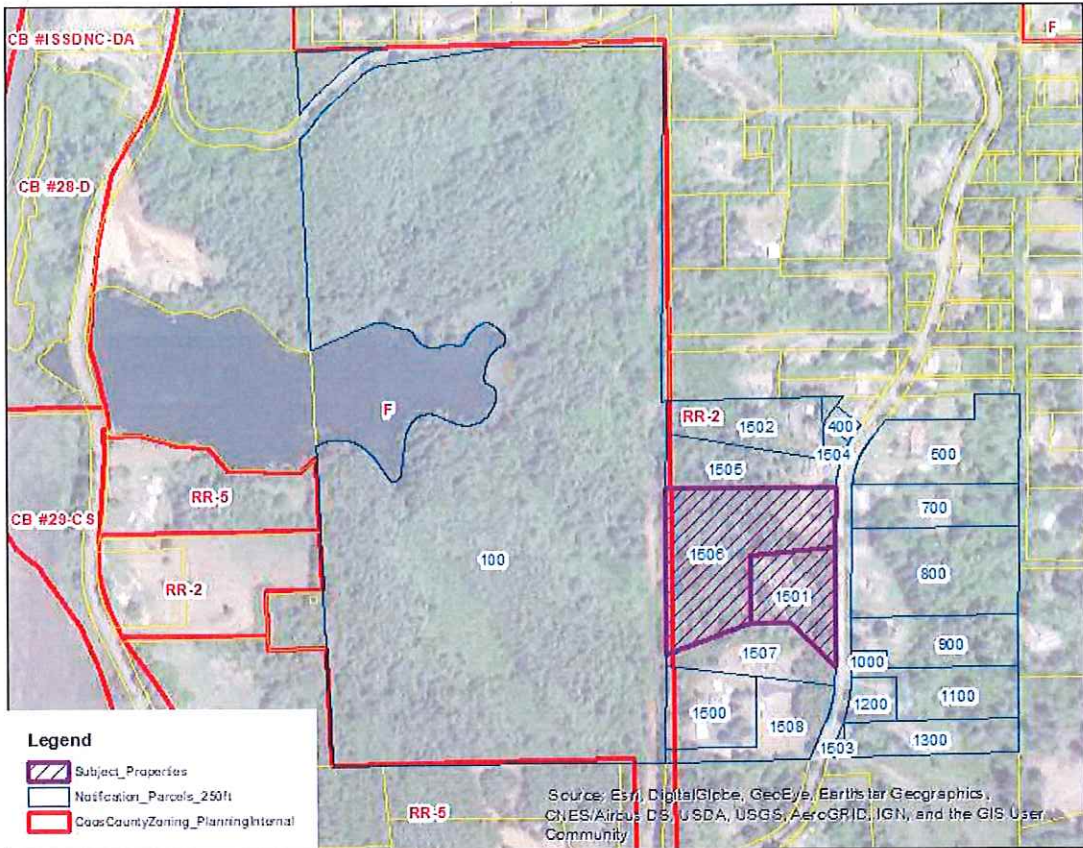


COOS COUNTY PLANNING DEPARTMENT

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: PLA-20-004
 Owner: Demmis & Regina Holman
 Owner: Erland & Valerie Anderson
 Surveyor: Stuntzners Engineering & Forestry, LLC
 Date: MArch 21, 2020
 Location: Township 26S Range 13W
 Section 01AD TL 1501 & 1506
 Proposal: Property Line Adjustment



**EXHIBIT "C"
BEFORE & AFTER MAPS**

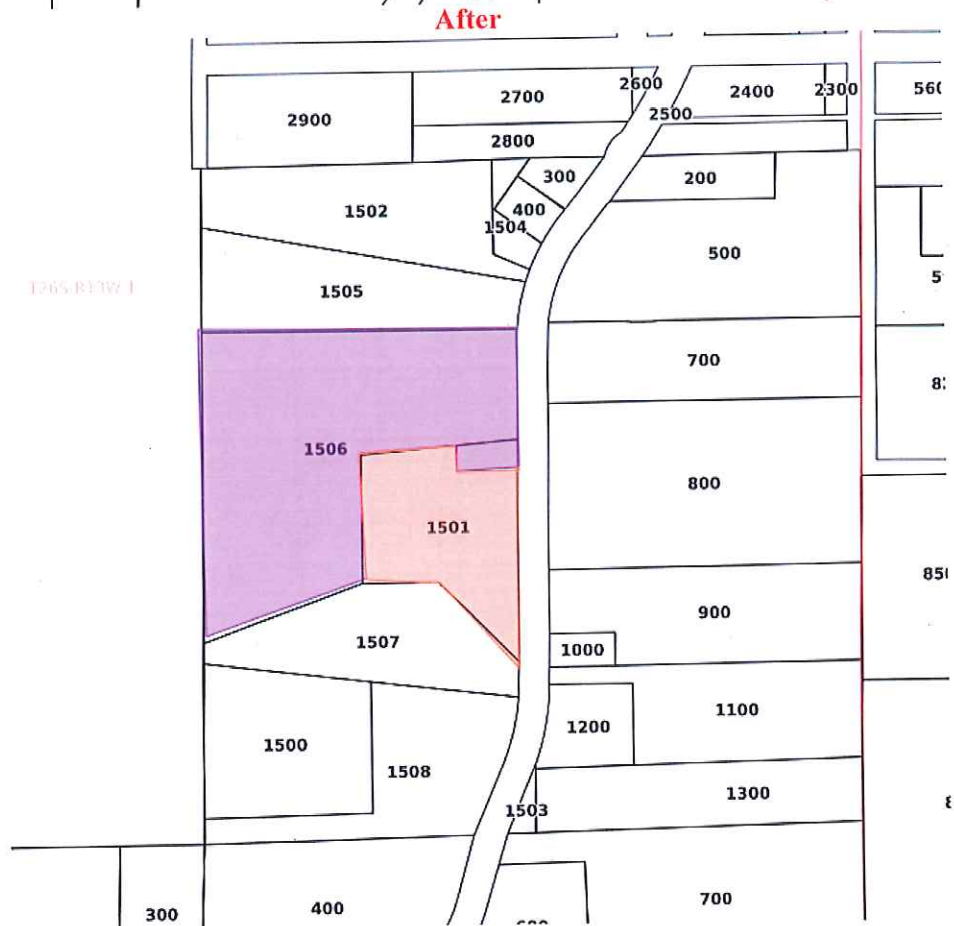
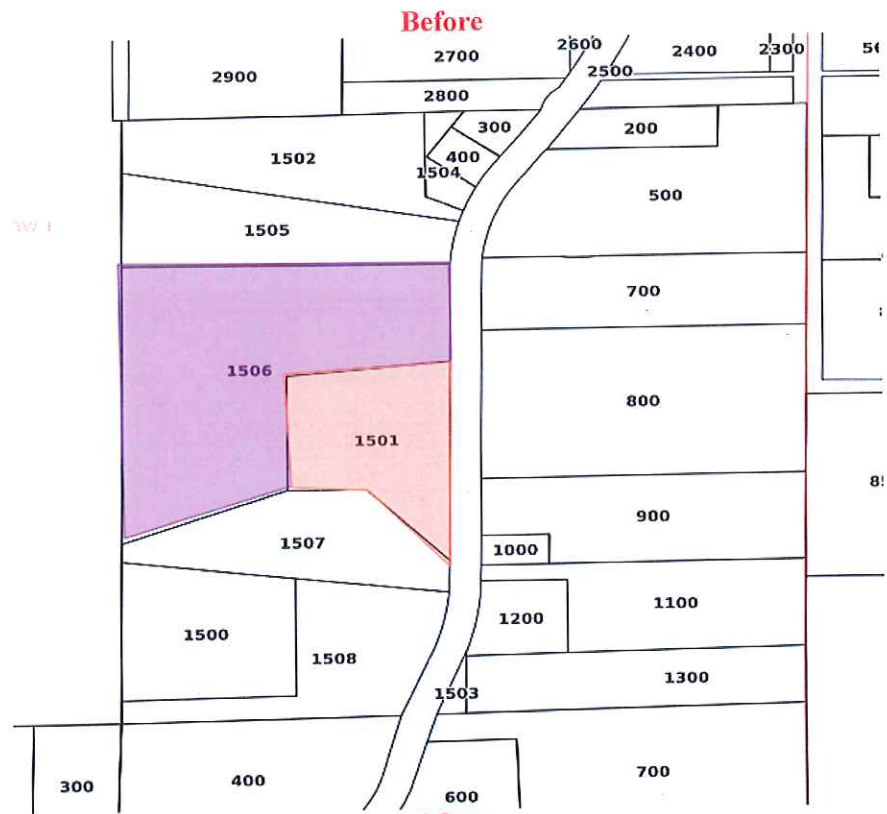


EXHIBIT "D"
STAFF REPORT

A. ARTICLE 4.2 – ZONING PURPOSE AND INTENT

Section 4.2.100 Residential

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.

B. 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.

No development is part of this proposal; therefore, no Special Development Considerations or Overlays are required to be addressed.

C. SITE DESCRIPTION AND SURROUNDING USES:

Tax lot 1501 currently consists of 2.16 acres and is zoned Rural Residential -2 (RR-2). Tax lot 1506 consist of 5.58 acres and is zoned Rural Residential-2.

The surrounding parcels are all like sized and zoned Rural Residential-2 except for the parcel to the west, which is zoned Forest Mixed Use and is approximately 78.87 acres. The larger unit of land is owned by Weyerhaeuser Company and is used for timber production. The other units are developed with residential uses.

D. COMMENTS:

- a. **PUBLIC AGENCY:** The only comment received was from the Coos County Surveyor's office. Please see his comment at Exhibit E.
- b. **PUBLIC COMMENTS:** This application request did not require any request for comments prior to the release of the decision.
- c. **LOCAL TRIBE COMMENTS:** This application request did not require any request for comments prior to the release of the decision.

E. LAWFULLY CREATED UNIT OF LAND: Tax lot 1501 was lawfully created pursuant to 6.1.125.1.a through an approved plat (P-97-14). Tax Lot 1506 was lawfully created pursuant to 6.1.125.1.a through an approved plat (P-07-32).

II. STAFF FINDINGS AND CONCLUSIONS:

a. SUMMARY OF PROPOSAL AND APPLICABLE REVIEW CRITERIA:

The proposal is for Planning Director Approval of a single Property Line Adjustment. The proposal is subject to Coos County Zoning and Land Development (CCZLDO) Article 6.3 Property Line Adjustments.

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. Criteria and standards for Property Line Adjustments

• **SECTION 6.3.125 PROCEDURE:**

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

FINDING: The application lists the reason for the adjustment is to transfer and exchange areas of ownership to configuration of owners design. A complete application with a plot plan showing the before and after maps as well as a current property report was supplied. Tax lot 1501 has a mortgage through Guild Mortgage, and a copy of this report will be provided to them. Therefore, these criteria have been addressed.

2. *A line adjustment is permitted only where an additional unit of land is not created and where the lot or parcel reduced in size by the adjustment complies with the requirements of the applicable zone except that a line adjustment for the purpose of exchange or transfer of land between resource land owners shall be allowed so long as:*

- a. *No parcel is reduced in size contrary to a condition under which it was formed;*
- b. *The resulting parcel sizes do not change the existing land use pattern (e.g. two conforming parcels must remain conforming); and*
- c. *Two non-conforming parcels may remain non-conforming; and, two parcels, one conforming and one non-conforming, may remain as such regardless of which parcel is non-conforming after the exchange or transfer)*

FINDING: Section 4.3.230 (2) of the Coos County Zoning and Land Development Ordinance requires conforming Rural Residential lots/parcels to meet the two (2) acres minimum. There is an exception to the minimum lot size as described in Section 4.3.230(2)(a).iii but both units of land are zoned Rural Residential-2 and conform to the minimum lot size (2 acres). After the adjustment both parcels will retain over two (2) acres.

Tax lot 1506 was created through a partition in 2007 and there are no conditions of approval that would restrict the property line adjustment. Tax lot 1501 was created through a partition in 1997 and there are no conditions that would prevent the property line adjustment.

The results of the property line adjustment do not change the existing land pattern. The properties in the Rural Residential zoning district are made of like size parcels and this will conform to the same pattern. Both parcels are conforming and will remain conforming.

Therefore, this request complies with the criteria under this section.

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

FINDING: No encroachment of existing structures will be created by adjusting the property boundary line. Therefore, this criterion has been met. Any future structures will be required to comply with the setback requirements in the applicable zoning district.

4. *A line adjustment for a lot or parcel that contains a dwelling, not on a public sanitation system, and is less than an acre before the adjustment and further reduced as a result of the adjustment shall obtain documentation from Department of Environmental Quality (DEQ) that the sanitation system will still meet their requirements.*

FINDING: Neither unit of land will be reduced less than one (1) acre. Therefore, this condition does not apply.

5. *In resource lands, a unit of land containing a dwelling, or approved for construction of a dwelling, cannot be adjusted with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling.*

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

FINDING: This is not a resource unit of land as it is Rural Residential and not Forest or Farm. This adjustment is not to qualify either unit of land for a dwelling. Therefore, this criterion does not apply.

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

FINDING: Both parcels are within the same Rural Residential zoning district. Therefore, this criterion has been met.

- ***SECTION 6.3.150 EASEMENTS AND ACCESS:***

A line adjustment shall have no effect on existing easements or access. Access shall not be eliminated through a property line adjustment process. If an access is potentially affected, then an easement may be created for access to comply with this criterion.

FINDING: There will be no effect on existing easements. Therefore, this criterion has been met.

III. DECISION:

The proposed Property Line Adjustment meets the requirements of the Coos County Zoning and Land Development Ordinance, with conditions listed in Exhibit "A" of this report.

IV. EXPIRATION:

This is a tentative approval that is valid for up to one year. To finalize this decision the applicant shall comply with the approval and filing requirements found in the conditions of approval in Exhibit "A" of this report once the appeal period has expired and an appeal has not be filed.

V. NOTICE REQUIREMENTS:

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

A Notice of Decision and Staff Report will be provided to the following:
Applicants/Owners, Department of Land Conservation and Development, Planning Commission and Board of Commissioners.

Adjacent property owners will receive a Notice of Decision and maps but all other attachments can be found by contacting the Planning Department or visiting the website. If not found on the website the public may contact the department to view the official record.

EXHIBIT "E"
COMMENTS RECEIVED



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

Michael L. Dado
541-396-7586
Email coosurvey@co.coos.or.us

March 12, 2020

PLA-20-004
Dennis & Regina Holman
26-13-01AD, TL 1501
Erland & Valerie Anderson
26-13-01AD, TL 1506

Crystal,

I have no objections to this proposed Property Line Adjustment. However, Item 5 on the PLA Checklist has not been addressed. I would like to have verification that there are no structures within 10 feet of the Parcel Boundaries. If there are structures within 10 feet then they must then be shown on the drawing which should include clearance dimensions. The new line will need to be monumented. I have no further comments at this time.

Very truly yours

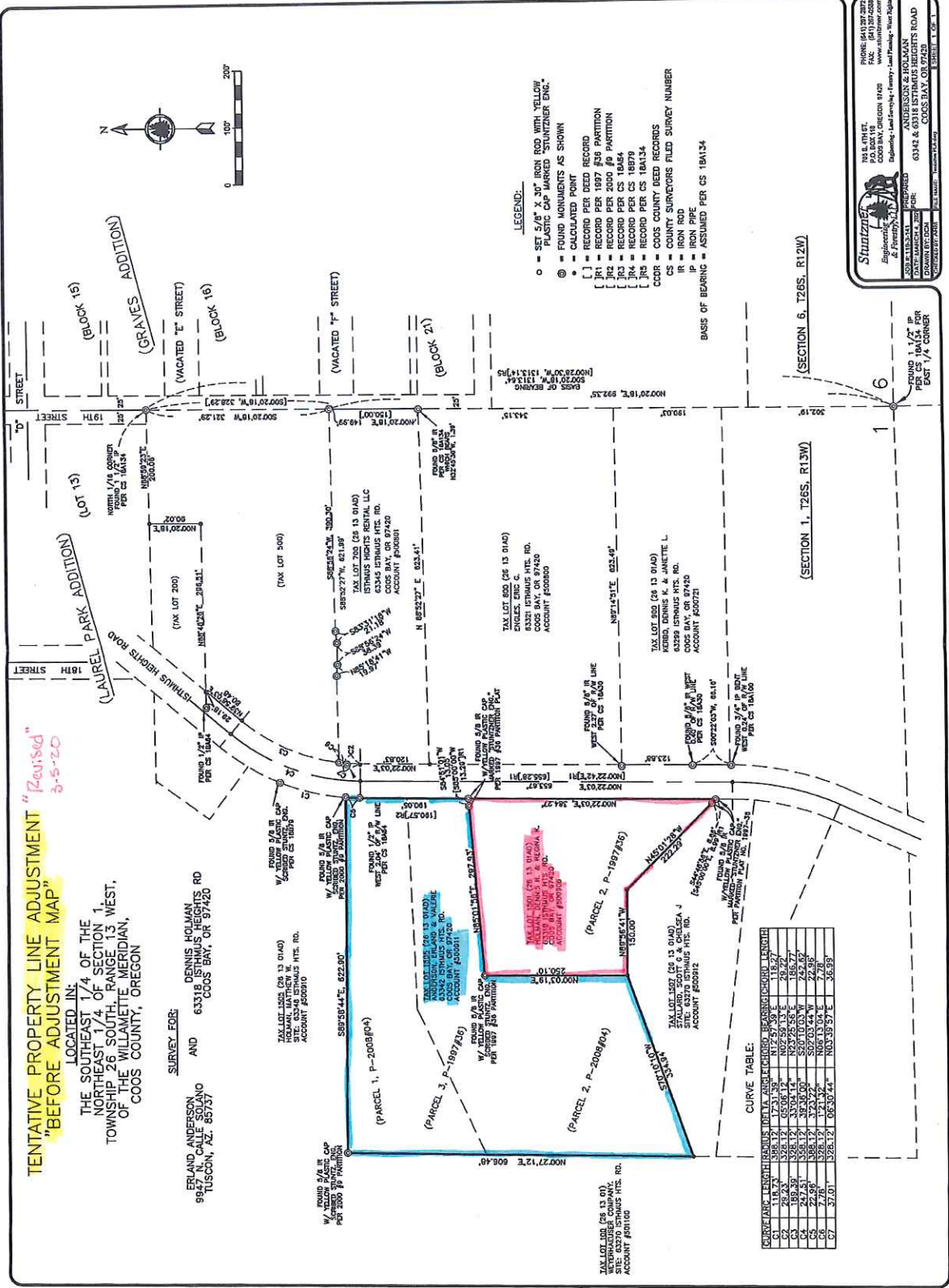
A handwritten signature in black ink that reads "Michael L. Dado". The signature is written in a cursive style with a large initial "M".

Michael L. Dado
|

TENTATIVE PROPERTY LINE ADJUSTMENT "Revised" 3-5-20
"BEFORE ADJUSTMENT MAP"

LOCATED IN:
 THE SOUTHEAST 1/4 OF THE
 NORTHEAST 1/4 OF SECTION 1,
 TOWNSHIP 26 SOUTH, RANGE 13 WEST,
 OF THE WILLAMETTE MERIDIAN,
 COOS COUNTY, OREGON

SURVEY FOR:
 ERLAND ANDERSON AND DENNIS HOLMAN
 994 1/2 CHATEAU SOLANO
 TUSCON, AZ 85713
 AND 63318 ISTRHUIS HTS. RD
 COOS BAY, OR 97420



- LEGEND:**
- SET 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED SUTNER ENC.
 - FOUND MONUMENTS AS SHOWN
 - CALCULATED POINT
 - RECORD PER DEED RECORD
 - [] RECORD PER 2000 PG PARTITION
 - [] RECORD PER CS 18A84
 - [] RECORD PER CS 18B79
 - [] RECORD PER CS 18A134
 - CS COOS COUNTY DEED RECORDS
 - IP IRON PIPE
 - IR IRON ROD
 - CS COUNTY SURVEYORS FILED SURVEY NUMBER
 - BASIS OF BEARING ASSUMED PER CS 18A134

CURVE TABLE:

CHORD BEARING	CHORD BEARING	CHORD BEARING	CHORD BEARING	CHORD BEARING
C1 118.23	388.12	173.78	81.25	38.18
C2 29.23	328.12	65.06	807.59	13.18
C3 39.57	355.17	38.35	567.10	242.62
C4 22.48	388.12	37.22	807.03	44.78
C5 7.76	328.12	121.32	806.35	77.89
C6 37.01	328.12	68.30	44.78	36.89

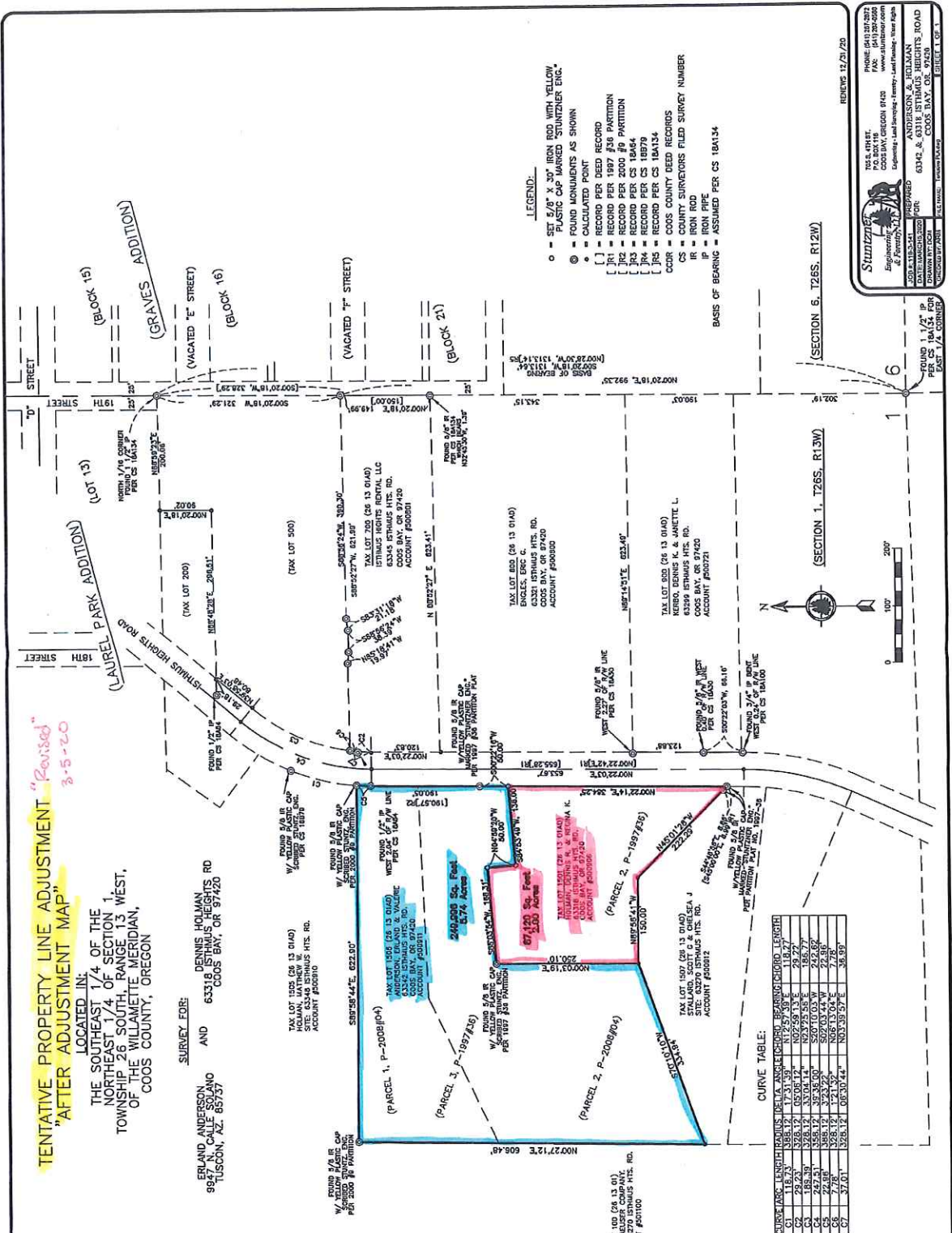
Stutzman
 Engineers
 115 S. 17TH ST.
 TULSA, OKLAHOMA 74103
 PHONE (405) 242-2822
 FAX (405) 242-2823
 WWW.STUTZMAN.COM

ANDERSON & HOLMAN
 63318 ISTRHUIS HEIGHTS ROAD
 COOS BAY, OREGON 97420
 DRAWING BY: [Name]
 CHECKED BY: [Name]

TENTATIVE PROPERTY LINE ADJUSTMENT "Revised" 3-5-20
"AFTER ADJUSTMENT MAP"

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 1, NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 13 WEST, OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON

SURVEY FOR:
ERLAND ANDERSON AND DENNIS HOLMAN
960 ISTRHAUS HTS. RD.
TUSCON, OZ. 97420



- LEGEND:**
- SET 5/8" x 3/4" IRON ROD WITH YELLOW PLASTIC CAP MARKED "STUMTZNER ENG."
 - FOUND MONUMENTS AS SHOWN
 - CALCULATED POINT
 - [] RECORD PER DEED RECORD
 - [T1] RECORD PER 1997 #38 PARTITION
 - [T2] RECORD PER 2000 #38 PARTITION
 - [T3] RECORD PER CS 18464
 - [T4] RECORD PER CS 18979
 - [T5] RECORD PER CS 18A134
 - CDOR COOS COUNTY DEED RECORDS
 - CS COUNTY SURVEYORS FILED SURVEY NUMBER
 - IP IRON PIPE
 - IR IRON ROD
 - SP COUNTY SURVEYORS FILED SURVEY NUMBER
 - OF BASIS OF BEARING = ASSUMED PER CS 18A134

CURVE TABLE:

CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD	BEARING	CURVE LENGTH
C1	118.72	3885.12	17.31.39	112.57.39	119.97	118.72
C2	29.23	328.12	02.06.14	02.25.45	126.77	29.23
C3	242.51	3355.12	35.35.00	32.01.03	242.82	242.51
C4	22.48	3885.12	02.23.22	02.03.44	22.86	22.48
C5	37.01	328.12	05.10.44	05.33.57	36.99	37.01

Stumtznert
 ENGINEERS
 1024 N. 1ST ST.
 P.O. BOX 116
 TUSCON, OREGON 97420
 PHONE (541) 247-2972
 FAX (541) 249-2908
 E-MAIL: STUMTZNERT@STUMTZNERT.COM
 EXPERTS IN: Land Purchase - Lease - Land Planning - Water Rights
 LAND SURVEYING - PLANNING
 LICENSE NO. 1433-2374-0000-0000
 REGISTERED PROFESSIONAL ENGINEER
 ERLAND ANDERSON & DENNIS HOLMAN
 960 ISTRHAUS HTS. RD.
 TUSCON, OREGON 97420
 PHONE (541) 247-2972
 FAX (541) 249-2908
 E-MAIL: STUMTZNERT@STUMTZNERT.COM



**Coos County
Planning Department
Property Line Adjustment
Application**

ORIG

Official Use Only

Fee \$1459
Receipt No. 214529
Check No./Cash 1010
Date 2/20/20
Received By L. Om
File No.

PLA-20 004

Introduction

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

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

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

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

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

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

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

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

Please complete the following sections:

A. Property 1:

Owner(s): Dennis & Regina Holman Telephone: 479-280-8065
Address: 6331B Isthmus Heights Rd.
City/State: Coxs Bay, OR Zip Code: 97420
Lien Holder(s): MERS FOR GUILD MORTGAGE COMPANY
Address: 6331B Isthmus Heights Rd.
City/State: Coxs Bay, OR Zip Code: 97420
Township: 26 Section: 01 AD
Range: 13 Tax Lot: 1501
Tax Account: 500906 Zoning District: RR-2
Initial Lot Size: 2.16 AC Adjusted Lot Size: 5.87 AC

B. Property 2:

Owner(s): Erlend & Valerie Anderson Telephone: 520-245-2743
Address: 9947 N Calle Solano
City/State: Tucson, AZ Zip Code: 85737
Lien Holder(s): NONE
Address: 63342 Isthmus Heights Rd.
City/State: Coxs Bay, OR Zip Code: 97420
Township: 26 Section: 01 AD
Range: 13 Tax Lot: 1506
Tax Account: 500911 Zoning District: RR-2
Initial Lot Size: 5.58 AC Adjusted Lot Size: 1.87 AC

C. Applicant:

Name: DENNIS HOLMAN Telephone: 479-280-8065
Address: 63318 ISTHMUS HEIGHTS ROAD
City/State: COOS BAY, OR. Zip Code: 97420

D. Surveyor

Name/Company: Stutznes Eng. & Forestry Telephone: 541-267-2872
Address: 705 South 4th St., P.O. Box 118
City/State: Coos Bay, OR Zip Code: 97420

E. Purpose of the Property Line Adjustment

TO TRANSFER AND EXCHANGE AREAS OF OWNERSHIP TO CONFIGURATION OF OWNERS DESIGN.

F. Criteria from Article 6.3

ARTICLE 6.3 PROPERTY LINE ADJUSTMENTS

SECTION 6.3.100 PROPERTY LINE ADJUSTMENTS:

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

SECTION 6.3.125 PROCEDURE:

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

- or other liens against the property, easements, restrictive covenants and rights-of-way, and ownerships of the property of the proposed development. A title report is acceptable.
- e. A notice of application and decision will be provided to any and all lien holders of record for the property that will be affected by the proposed adjustment. Applicants should consult with any and all such lien holders prior to submittal of an application.
2. A line adjustment is permitted only where an additional unit of land is not created and where the lot or parcel reduced in size by the adjustment complies with the requirements of the applicable zone except that a line adjustment for the purpose of exchange or transfer of land between resource land owners shall be allowed so long as:
 - a. No parcel is reduced in size contrary to a condition under which it was formed;
 - b. The resulting parcel sizes do not change the existing land use pattern (e.g. two conforming parcels must remain conforming; and
 - c. Two non-conforming parcels may remain non-conforming; and, two parcels, one conforming and one non-conforming, may remain as such regardless of which parcel is non-conforming after the exchange or transfer).
 3. An encroachment of existing or planned structures will not be created within required setbacks as a result of the line adjustment.
 4. A line adjustment for a lot or parcel that contains a dwelling, not on a public sanitation system, and is less than an acre before the adjustment and further reduced as a result of the adjustment shall obtain documentation from Department of Environmental Quality (DEQ) that the sanitation system will still meet their requirements.
 5. In resource lands, a unit of land containing a dwelling, or approved for construction of a dwelling, cannot be adjusted with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling.
 - a. A resource unit of land less than 160 acres and containing a (preexisting) dwelling, or approved for construction of a dwelling, cannot be adjusted with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling;
 - b. A resource unit of land 160 acres or greater and containing a (preexisting) dwelling, or approved for construction of a dwelling, cannot be adjusted below 160 acres with a vacant resource unit of land for the purpose of qualifying the vacant unit for a 160-acre dwelling;
 - c. A resource unit of land 160 acres or greater and containing a dwelling approved as a 160-acre dwelling, or approved for construction of a 160-acre dwelling, cannot be reduced below 160 acres for the purpose of qualifying the vacant unit for a 160-acre dwelling.
 6. Same Designation: A line adjustment shall only be permitted where the sale or transfer of ownership is made between abutting owners of like designated lands, residential lands, commercial lands, industrial lands, resource lands, and estuary zoned lands unless an existing structure encroaches over an existing property boundary or the boundary line adjustment is required to comply with requirements of the State Department of Environmental Quality for a subsurface sewage system.

7. Property line adjustments are subject to a twelve (12) day appeal period. If appealed, this will be treated as a Planning Director's decision and the procedures in Article 5.8 will be followed. A notice of the decision will be mailed to the applicant and to all neighborhood or community organizations recognized by the County and whose boundaries include the site. Notice of the decision will also be mailed to the owners of record of property on the most recent property tax assessment roll where such property is located:
 - a. Within 100 feet of the exterior boundaries of the contiguous property ownership which is the subject of the notice if the subject property is wholly or in part within an urban growth boundary;
 - b. Within 250 feet of the exterior boundaries of the contiguous property ownership which is the subject of the notice if the subject property is outside an urban growth boundary and not within a farm or forest zone;
 - c. Within 750 feet of the exterior boundaries of the contiguous property ownership which is the subject of the notice if the subject property is within a farm or forest zone.

SECTION 6.3.150 EASEMENTS AND ACCESS:

A line adjustment shall have no effect on existing easements or access. Access shall not be eliminated through a property line adjustment process. If an access is potentially affected then an easement may be created for access to comply with this criterion.

SECTION 6.3.175 MAPPING AND FILING REQUIREMENTS:

1. Map and Monuments Required:

- a. For any resulting lot or parcel ten acres or less, a survey map that complies with ORS 209.250 shall be prepared;
- b. The survey map shall show all structures within ten (10) feet of the adjusted line;
- c. The survey shall establish monuments to mark the adjusted line.

2. Approval and Filing Requirements:

- a. Upon determination that the requirements of this section have been met, the Director shall advise the applicant in writing that the line adjustment is tentatively approved;
- b. Within one year from the date of tentative approval, the applicant shall prepare and submit to the Director any map required by Section 6.2.800(4) and Section 6.2.800(5) if a survey is required. If no map is required, the applicant shall submit proof that the requirements of the tentative approval have been met. The Director shall indicate final approval by endorsement upon the map, if any, or if no map is required the Director shall advise the applicant in writing that final approval has been granted;
- c. Once endorsed by the Director, the map shall then be submitted to the County Surveyor. When the map is filed, the County Surveyor shall indicate the filing information on the map;
- d. A line adjustment shall be effective when the map is filed by the County Surveyor and an instrument (e.g. deed or covenant) is recorded with the County Clerk. If no map is required, then the line adjustment shall be effective when final approval is granted by the Director and an instrument is recorded with the County Clerk;

- e. If a survey is required, the Deed shall be recorded and the Survey Map shall be filed simultaneously. The survey map, with the signature of the Coos County Planning Director shall be submitted to the County Surveyor along with the required filing fee. The survey map will be given a filing number which will be added to the Property Line Adjustment deed. The deed will then be recorded whereupon the recording number for said deed will be added to the face of the survey map. Said map will then be filed with the County Surveyor, completing the process.
- f. The property line adjustment deed must be submitted on the exact format found in Figure 1 below.

Figure 1 – PLA Deed **(NOT TO BE RECORDED UNTIL AFTER APPLICATION IS APPROVED)**

Send tax statements to:

After recording return to:

PROPERTY LINE ADJUSTMENT DEED

_____ GRANTOR(s) conveys and warrants to

_____ GRANTEE(s) the following described real property, situated in the
County of Coos, State of Oregon:

SEE LEGAL DESCRIPTION ON ATTACHED EXHIBIT "A"

Subject to and excepting:

The rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets and highways.

Coos County real property Tax Account No. _____.

The consideration for this conveyance stated in terms of dollars is _____.

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 line is as follows:

SEE LEGAL DESCRIPTION ON ATTACHED EXHIBIT "B"

3. The deed whereby Grantor acquired title to the transferred property is recorded in Microfilm Reel No. _____ of the Deed of Records of Coos County, Oregon.
4. The deed whereby Grantee acquired title to the property to which the transferred property is joined is recorded in Microfilm Reel No. _____ of the Deed Records of Coos County, Oregon.
5. The survey and monumentation, as required by ORS 92.060 and 209.250, were done by _____ His survey is filed with the County Surveyor under Coos County Surveyor's Records, Map No. _____.

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 _____ day of _____ 20 __.

Name

Name

STATE OF OREGON)
)ss.
County of Coos)

This instrument was acknowledged before me on _____, 20 __,

by _____.

Notary Public of Oregon

My Commission expires: _____

ACCEPTANCE

The undersigned grantee(s) hereby accept(s) this property line adjustment deed and signs this acceptance in accordance with ORS 92.190(4).

Name

Name

STATE OF OREGON)
)ss.
County of Coos)



This instrument was acknowledged before me on _____, 20 __,



by _____.



Notary Public of Oregon

My Commission expires: _____

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

 Property 1	I hereby attest that I am authorized to make the application for a discretionary decision and the statements within this application are true and correct to the best of my knowledge and belief. I affirm that this is a legally created tract, lot or parcel of land. I understand that I have the right to an attorney for verification as to the creation of the subject property. I understand that any action authorized by Coos County may be revoked if it is determined that the action was issued based upon false statements or misrepresentation.
 Property 2	

 Property 1	<u>FEES</u> The Coos County Board of Commissioners has adopted a schedule of fees and if the property owners understand they are subject to the fee. If a hearings officer is required to review this matter the property is responsible for actual cost of processing the application.
 Property 2	

 Property 1	I understand it is the function of the Planning Department to impartially review my application and to address all issues affecting it regardless of whether the issues promote or hinder the approval of my application. In the event a public hearing is required to consider my application, I agree I bear the burden of proof. I understand that approval is not guaranteed and the applicant(s) bear the burden of proof to demonstrate compliance with the applicable review criteria.
 Property 2	

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

D.H.

Property 1

Ed

Property 2

As the applicant(s) I/we acknowledge pursuant to Section 6.3.175(2), the property line adjustment deed must be recorded with the County Clerk within one year from the date of final approval from the Planning Department.

D.H.

Property 1

Ed

Property 2

Donna Holman

Applicant(s) Original Signature

9-19-19

Date

Regina Helman

Applicant(s) Original Signature

9-19-19

Date

Carl Carl

Applicant(s) Original Signature

10/25/19

Date

Valerie Anderson

Applicant(s) Original Signature

10/25/19

Date



Coos County Planning Department
Coos County Courthouse Annex, Coquille, Oregon 97423
Mailing Address: Planning Department, Coos County Courthouse, Coquille, Oregon 97423

(541) 396-7770
FAX (541) 396-1022 / TDD (800) 735-2900

Jill Rolfe Planning Director

CONSENT

On this 25th day of October, 2019,

I, Erland A. ANDERSON & VALERIE L. ANDERSON
(Print Owners Name as on Deed)

as owner/owners of the property described as Township 26S, Range 13W,

Section 01AD, Tax Lot 1506, Deed Reference 2012-8379.

hereby grant permission to STUNTZNER ENG. & FORBISTY, LLC so that a(n)
(Print Name)

PROPERTY LINE ADJUSTMENT application can be submitted to the Coos
(Print Application Type)

County Planning Department.

Owners Signature/s

Erland Anderson

Valerie Anderson



Coos County Planning Department
 Coos County Courthouse Annex, Coquille, Oregon 97423
 Mailing Address: Planning Department, Coos County Courthouse, Coquille, Oregon 97423

(541) 396-7770
 FAX (541) 396-1022 / TDD (800) 735-2900

Jill Rolfe Planning Director

CONSENT

On this 19th day of September, 2019,

I, DENNIS R. HOLMAN & REGINA K. HOLMAN
 (Print Owners Name as on Deed)

as owner/owners of the property described as Township 26S, Range 13W,

Section 01AD, Tax Lot 1501, Deed Reference 2012-9349

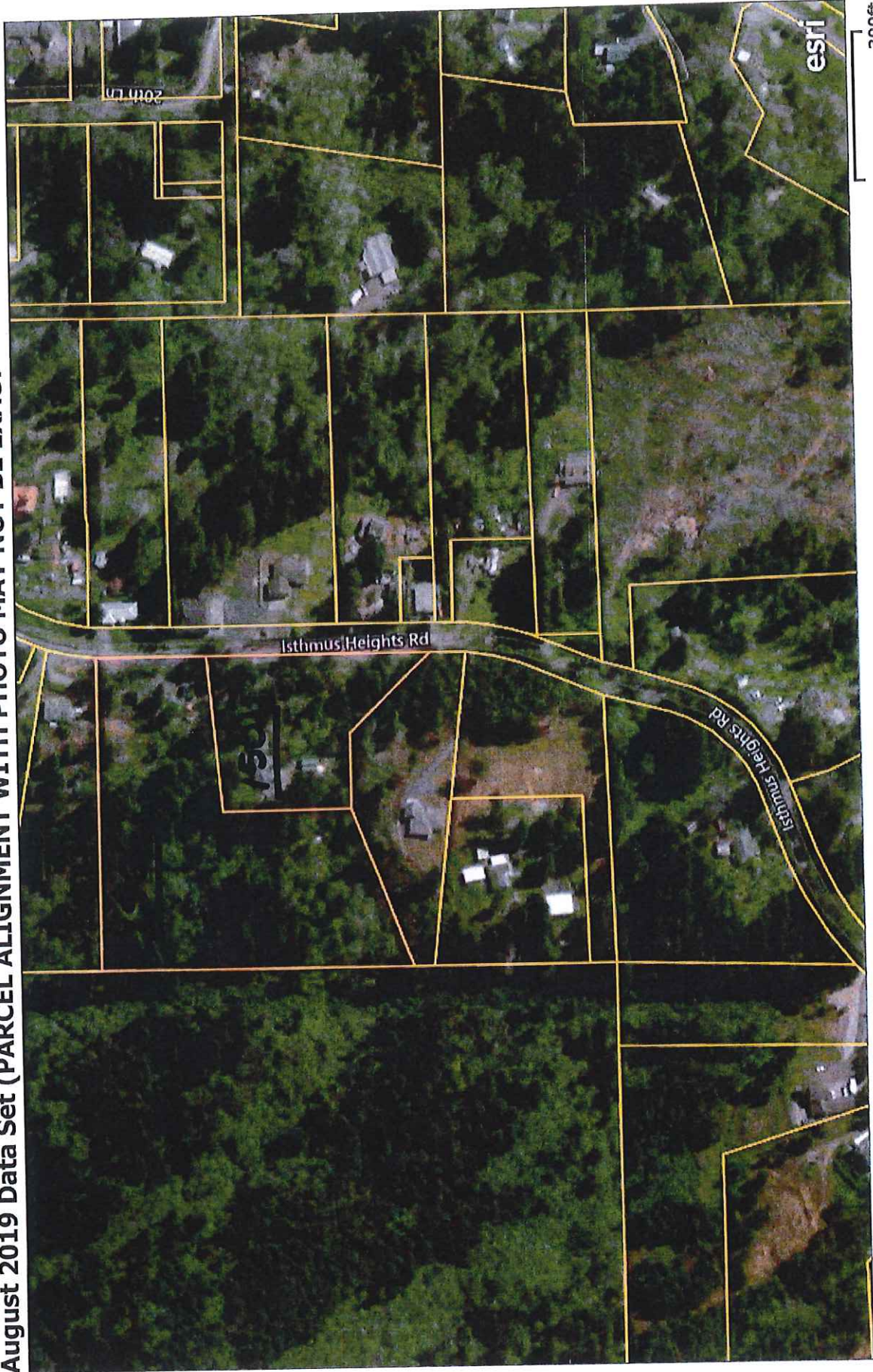
hereby grant permission to STUNTZNER ENG. & FORESTRY, LLC so that a(n)
 (Print Name)

PROPERTY LINE ADJUSTMENT application can be submitted to the Coos
 (Print Application Type)

County Planning Department.

Owners Signature/s Dennis Holman Regina Holman

August 2019 Data Set (PARCEL ALIGNMENT WITH PHOTO MAY NOT BE EXACT)



Copyright: © 2013 National Geographic Society, i-cubed | Employment | Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community | Coos County Comprehensive Plan: Volume I. Part 2. Inventories and Factual Base. Digital work created by Coos County Planning Staff & Coos County Board of Commissioners with financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration, and

SE1/4 NE1/4 SEC. 1 T26S R13W W.M.
COOS COUNTY

26S 13W 01AD

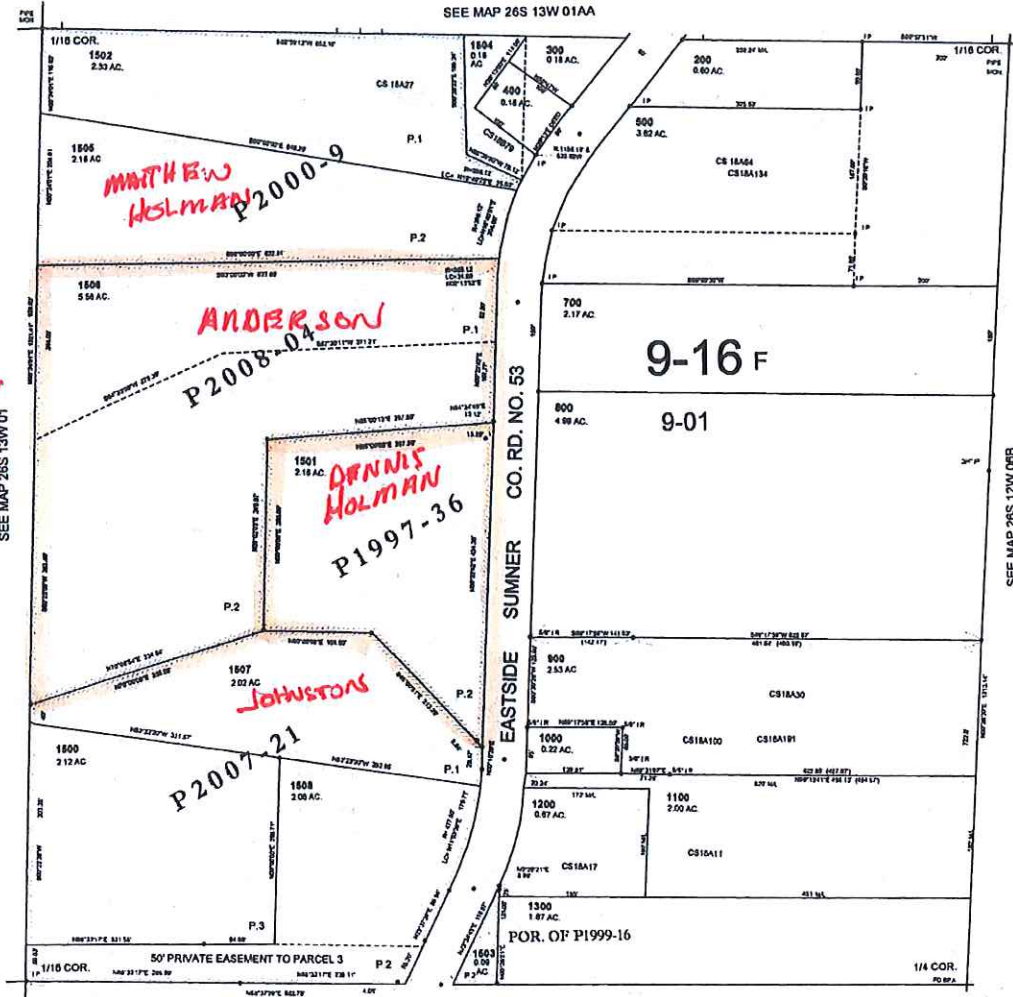
THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

1" = 100'

CANCELLED NO

1400
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1509

26 13 01
TL 100
Weyerhaeuser
Company



SEE MAP 26S 13W 01

SEE MAP 26S 13W 01B

SEE MAP 26S 13W 01

12-14-2012

26S 13W 01AD

092

Ticor Title Company of Oregon
Order No. 360619028623



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"): Stuntzner Engineering and Forestry, LLC
PO Box 118
Coos Bay, OR 97420

Customer Ref.: _____
Order No.: 360619028623
Effective Date: September 16, 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:

Erland A. Anderson and Valerie L. Anderson, as tenants by the entirety

Premises. The Property is:

(a) Street Address:

63342 Isthmus Heights Road, Coos Bay, OR 97420

(b) Legal Description:

Parcels 1 and 2 of Final Partition Plat 2008 #4, filed and recorded March 5, 2008, CAB C-575, as Instrument No. 2008-2148, Records of Coos County, Oregon.

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: \$905.37
Levy Code: 0916
Account No.: 500911
Map No.: 26S1301AD01506

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

3. The Land has been classified as Forest land, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Power & Light Company
Recording Date: September 28, 1970
Recording No: 70-09-52109
5. Final Partition Plat 1997 #36, including the terms and provisions, thereof

Recording Date: December 23, 1997
Recording No.: 97-12-0938, CAB C/231
6. Final Partition Plat 2000 #09, including the terms and provisions, thereof

Recording Date: June 13, 2000
Recording No.: 2000-5908, CAB C/297
7. Final Partition Plat 2008 #4, including the terms and provisions, thereof

Recording Date: March 5, 2008
Recording No.: 2008-2148, CAB C/575

Ticor Title Company of Oregon
Order No. 360619028623

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

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. 360619028623

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

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

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

END OF THE LIMITATIONS OF LIABILITY

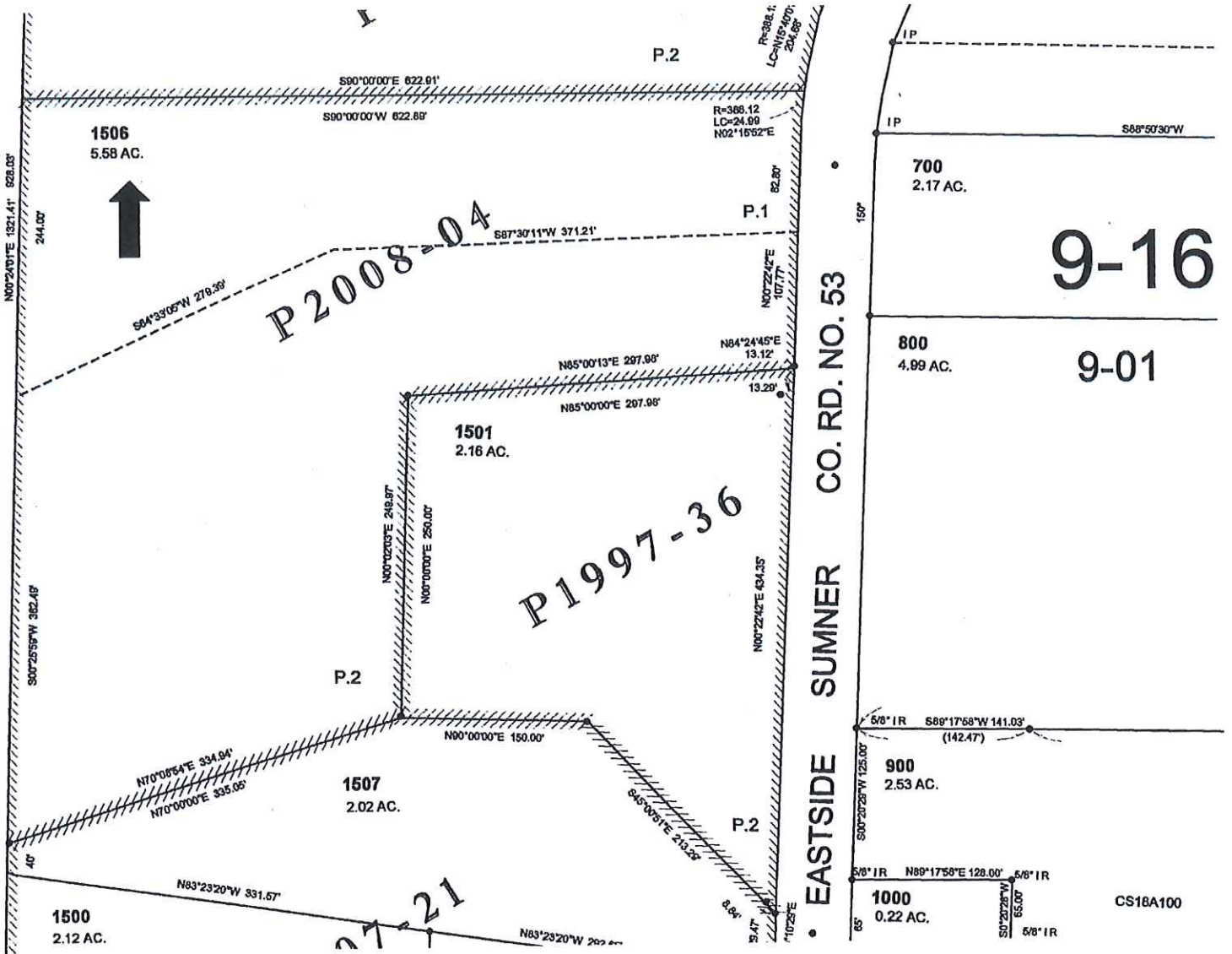


TICOR TITLE™



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

SEE MAP 26S 13W 01



A

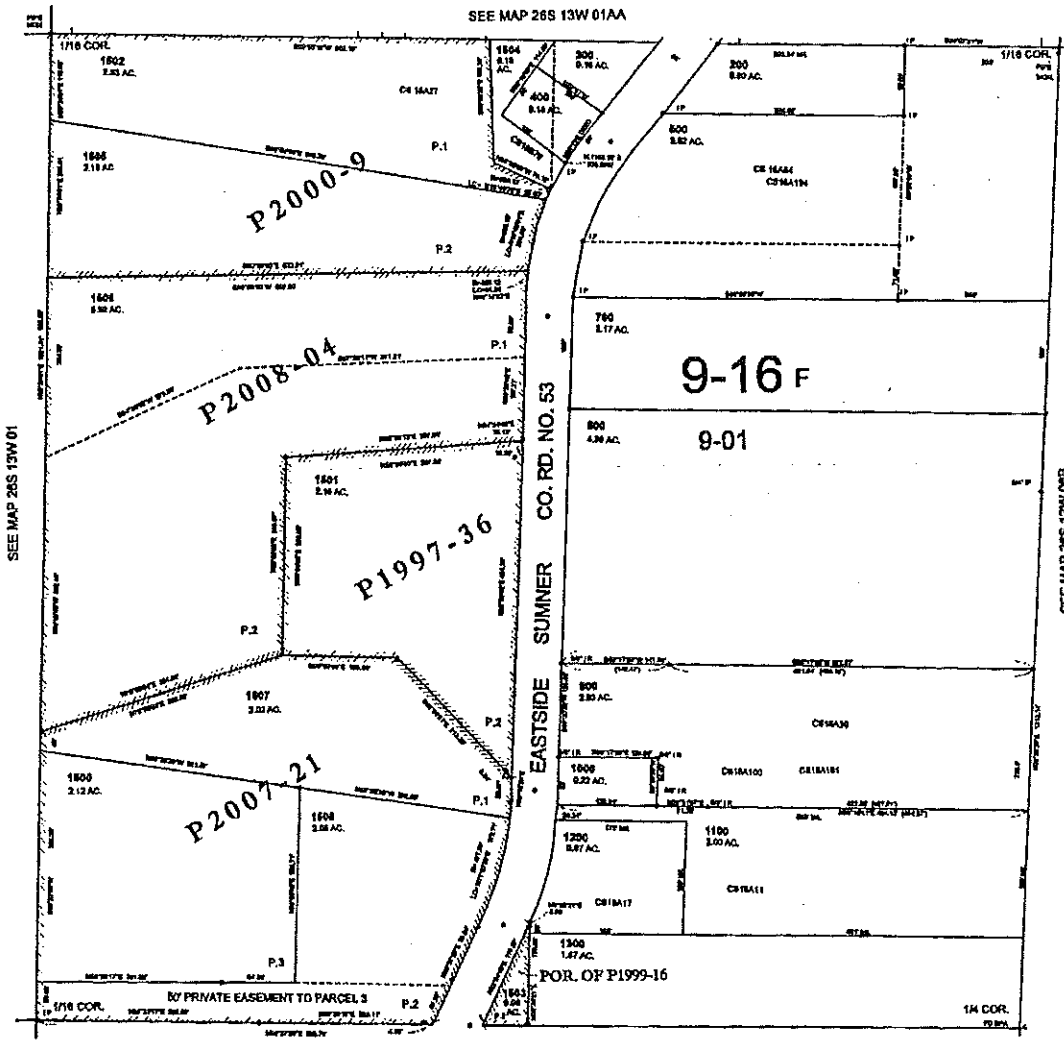
SE1/4 NE1/4 SEC. 1 T26S R13W W.M.
COOS COUNTY

26S 13W 01AD

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

1" = 100'

CANCELLED NO.
1400
100
800
1609



SEE MAP 26S 13W 01

12-14-2012
26S 13W 01AD

GRANTOR:
Richard E. Turner and Dawn L. Turner
GRANTEE:
Erland A. Anderson and Valerie L. Anderson
SEND TAX STATEMENTS TO:
Erland A. Anderson and Valerie L. Anderson
8947 N. Calle Solano
Tucson, AZ 85737
AFTER RECORDING RETURN TO:
Erland A. Anderson and Valerie L. Anderson
8947 N. Calle Solano
Tucson, AZ 85737
Escrow No: 360612006652-TTC0006

006652
AFTER RECORDING
RETURN TO
Ticor Title Company
300 West Anderson Ave. - Box 1078
Coos Bay, OR 97420-0233

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Richard E. Turner and Dawn L. Turner, Grantor, conveys and warrants to Erland A. Anderson and Valerie L. Anderson, as tenants by the entirety, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Coos, State of Oregon:

Parcels 1 and 2 of Final Partition Plat 2008 #4, filed and recorded March 5, 2008, CAB C-575, as Instrument No. 2008-2148, Records of Coos County, Oregon.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS \$61,000.00. (See ORS 93.030)

Subject to and excepting: Those exceptions and encumbrances of record.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: September 26, 2012

Richard E. Turner
Richard E. Turner
Dawn L. Turner
Dawn L. Turner

State of OREGON

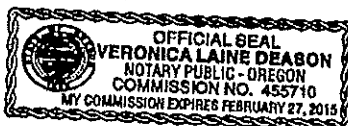
COUNTY of *Josephine*

This instrument was acknowledged before me on Sept. 26, 2012

by Richard E. Turner and Dawn L. Turner

Veronica Gillerson Notary Public - State of Oregon
My commission expires: 2/27/15

360612006652-TTC0006
Deed (Warranty-Statutory)



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

11-Sep-2019

ANDERSON, ERLAND A. & VALERIE L.
 9947 N CALLE SOLANO
 TUSCON, AZ 85737-3673

Tax Account #	500911	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	0916
Situs Address	63342 ISTHMUS HTS RD COOS BAY, OR 97420	Interest To	Sep 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	\$905.37	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$771.11	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$749.70	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$731.64	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,730.14	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$38.80	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$25.89	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$25.67	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$25.69	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$25.51	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$27.40	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$35.04	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$36.31	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$36.62	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$35.66	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$23.17	Nov 15, 2003
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$5,223.72	

TAX NOTATION...

NOTATION CODE	DATE ADDED	DESCRIPTION
SPLIT CODE	4-Jun-2014	AFFIDAVIT #20303 - #99917879 COMBINED INTO #500911 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION

**COOS COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

9/11/2019 5:10:19 PM

Account # 500911
Map 26S1301-AD-01506
Owner ANDERSON, ERLAND A. & VALERIE L.
9947 N CALLE SOLANO
TUSCON, AZ 85737-3673

Name Type	Name	Ownership Type	Own Pct
OWNER	ANDERSON, ERLAND A.	OWNER	100.00
OWNER	ANDERSON, VALERIE L.	OWNER	100.00
OWNER (100%) TENANTS BY ENTIRETY HUSBAND	ANDERSON, ERLAND A.		
WIFE	ANDERSON, VALERIE L.		

70-9-52109

File No. 105-2160
ER/WO No. 31-70-105 (4544)

RIGHT-OF-WAY EASEMENT
(Individual)

For value received the undersigned, hereinafter referred to as Grantors, (whether singular or plural), do hereby grant to **PACIFIC POWER & LIGHT COMPANY**, a corporation, its successors and assigns, the Grantee, an easement or right-of-way for an electric transmission and distribution line of one or more wires and all necessary or desirable appurtenances (including telephones and telegraph wires, towers, poles, props, guys, anchors and other supports and the right to place all or any part of such line underground) at or near the location and along the general course now located and staked out by the Grantee over, across and upon the following described real property in Coos County, State of Oregon, to wit:

The West $\frac{1}{2}$ of the S.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Section One (1), Township Twenty-six (26) South, Range Thirteen (13) West, West of the Willamette Meridian, Coos County, Except that part deeded to Darrell Ekblad in Book 281, Page 130 of the Deed Records of Coos County, Oregon; Containing Nineteen (19) Acres, more or less.

Together with the right of ingress and egress over the adjacent lands of the Grantors for the purpose of constructing, reconstructing, stringing new wires on, maintaining and removing such line and appurtenances, and exercising other rights hereby granted.

Grantors reserve the right to use said right-of-way for roads, agricultural crops or other purposes not inconsistent with the easement granted hereby, but in using or operating any irrigation pipes, motorized vehicles or other equipment, or in any other such use of said right-of-way, Grantors and Grantors' heirs or assigns, shall conform strictly to the provisions of any then applicable safety code or regulation pertaining to required clearances from the wires or conductors of such line.

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

Dated this 16 day of September, 1970

(SEAL) M. S. Barber (SEAL)

(SEAL) Margaret L. Barber (SEAL)
Margaret L. Barber

STATE OF Oregon)
County of Coos) ss.

On this 16th day of September, 1970, personally appeared before me a notary public in and for said State, the within named M. S. & Margaret L. Barber husband and wife

to me known to be the identical persons described therein and who executed the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

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



M. S. Barber
Notary Public for State of Oregon
Residing at Eastside, Oregon
My commission expires 7-20-72

RECORDED SEP 28 1970
RAY F. GRABTREE, COUNTY CLERK

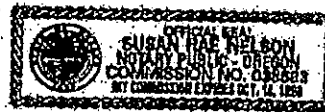
97 12 0938

I, Cordia A. Barber, give my consent to the partitioning of
T26 R13 S01 AD TL1500 also known as 1155 Isthmus Heights Rd.,
Coos Bay, Oregon, the property for which "fee ownership" has been
transferred to C. Dorwin and Janette M. Lovell
per Coos County deed records (microfiche # 96-02-1111 and 97-09-
0129). *CM.*

Cordia A. Barber Date *Nov 15 1997*
Cordia A. Barber

State of Oregon, County of Coos
The foregoing instrument was acknowledged before me
this 15th day of December, 1997
by Cordia A. Barber.

Susan Rae Nelson
Notary Public for Oregon
My Commission expires: *10-16-98*



07 12 0938

LOVELL FINAL PARTITION PLAT

LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 13 WEST OF THE WILLAMETTE COOS COUNTY, OREGON

LAUREL PARK ADDITION

LAUR

NE 1/16

FND. 2" IRON PIPE & 2 BTS PER PB 3-65

(S 88°57'51" W) S 88°58'12" W

652.18'

84.00'

EXCEPTED PARCEL PER MF 96-02-

EXCEPTED PARCEL 1 PER MF 96-02-1111

PROPERTY BOUNDARY R/W DATA
Δ = 30°34'38"
R = 588.12'
T = 106.10'
L = 207.13'

CENTERLINE DATA
Δ = 39°38'00"
R = 358.12'
T = 138.93'
L = 247.51'
PER CS 457

PARCEL 3
10.32 ACRES ±
(CALCULATED ACREAGE)
(NOT SURVEYED)

PARCEL 2
2.16 ACRES

PARCEL 1
6.30 ACRES ±

BASIS OF BEARING

1321.41' (1521.59)
978.03'

N 17°00'00" E 335.05'

N 85°00'00" E 297.88'

N 80°00'00" E 160.00'

N 70°00'00" E 335.05'

S 45°00'00" E 8.99'

N 00°22'42" E 29.49'

PC 0+00

PROPERTY BOUNDARY R/W DATA
Δ = 23°12'00"
R = 447.30'
T = 91.86'
L = 181.20'

CENTERLINE DATA
Δ = 25°12'00"
R = 477.50'
T = 98.02'
L = 193.35'
PER CS 457

FND. 5/8" IRON ROD (LOOSE) BRS. N 31°42' W 5.5' FROM CALCULATED BELIEVED PER CS 18A30 (DISTURBED)

(N 88°44'22" E) N 88°40'57" E

FND. 3/4" IRON PIPE PER CS 18A100 BRS. N 6°18' W 2.0' FROM STA. 1+95.35 30 FT. RT. BELIEVED PER CS 18A100 (POSSIBLE PER CS 457)

ALSO, FND. 1/2" IRON ROD PER CS 18B17 BRS. S 21°36' W 23.0' FRM STA. 1+95.35 30 FT. RT. FALLS 30' FROM EXISTING ROADWAY

FND. 1" IRON PIPE PER CS 18B17 Δ = 33°28'55" R = 807.50' T = 15.28' L = 30.55'

PORTION OF (S 80°27'00" E)

INITIAL POINT FND. 3/4" IRON PIPE & 3 BTS PER PB 3-65 N 80°33'17" E

FND. 1/2" I.P. 4.05 PER PB 3-65

FND. 3/4" IRON PIPE CEE 1/64 PER CS 18A

FND. 5/8" IRON ROD PER CS 18A179

CE 1/16

N 86°37'28" E (N 88°38'00" E)

652.76' 653.03'

S 89°05'19" W 76.41'

S 88°39'08" W 50.58'

2289

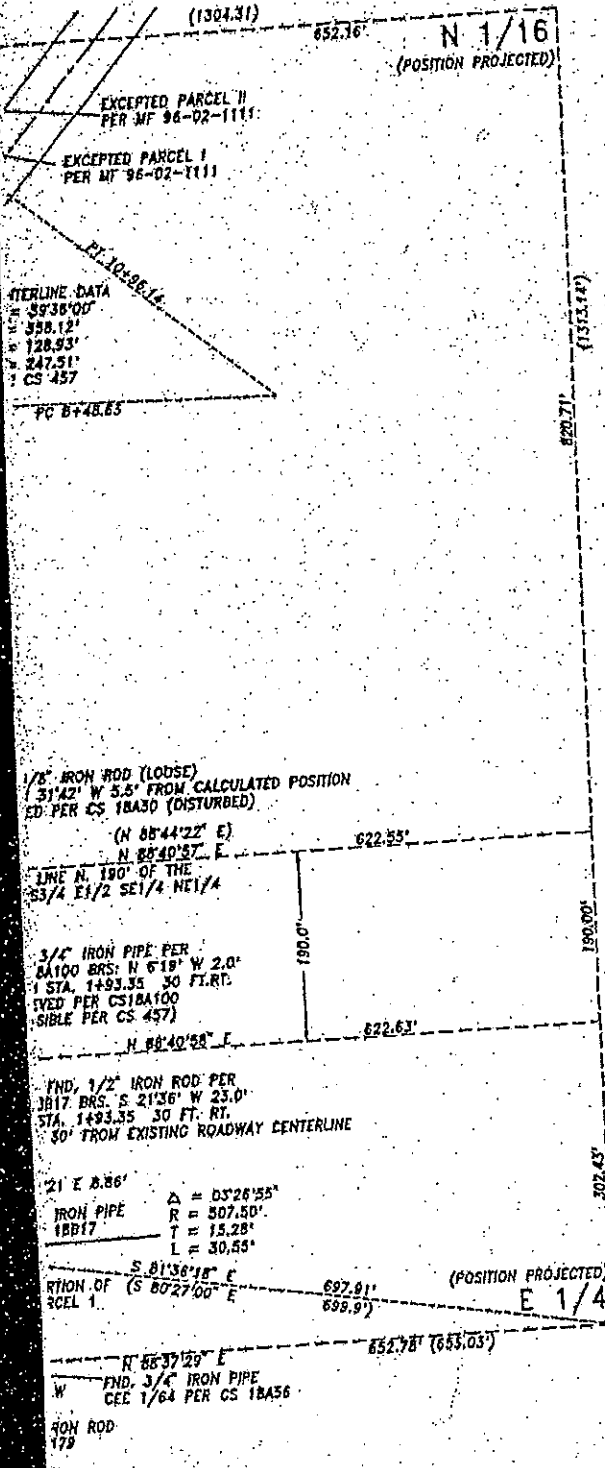
A

07 12 0938

ION PLAT

NORTHEAST QUARTER (NE 1/4)
OF THE WILLAMETTE MERIDIAN,

LAUREL PARK ADDITION



OWNERS:
C. DORWIN AND JAHETTE M. LOVELL
1185 ISTHMUS HEIGHTS
COOS BAY, OREGON 97420

PREPARED BY:
STUNTNER ENGINEERING AND FORESTRY L.L.C.
705 S. 4TH STREET, P.O. BOX 118
COOS BAY, OREGON 97420

ZONE:
RURAL RESIDENTIAL TWO (RR-2)

WATER SOURCE:
NO DOMESTIC WATER SUPPLY FACILITY WILL BE PROVIDED TO THE PURCHASER OF ANY LOT OR PARCEL DEPICTED IN THE PROPOSED LAND DIVISION, EVEN THOUGH A DOMESTIC WATER SUPPLY SOURCE MAY EXIST.

SEWER SOURCE:
NO SEWAGE DISPOSAL FACILITY WILL BE PROVIDED TO THE PURCHASER OF ANY LOT OR PARCEL DEPICTED IN THE PROPOSED LAND DIVISION, EVEN THOUGH A SEWAGE DISPOSAL FACILITY MAY EXIST.

RECORD DEED:
MF 98-02-1111 COOS COUNTY DEED RECORDS

BEARINGS AND DISTANCES:
ASSUMED PER RECORD INFORMATION

EASEMENTS AND RESERVATIONS
EASEMENT, PACIFIC POWER, MF 70-09-52709
DEED OF TRUST, CORNIA BARBER, MF 96-02-1112

RECORD SURVEYS:
CS 457 BAY CITY-SUMNER ROAD CASE BY F. A. ROBB 3/1940
P.B. 3-85 BY C STEPHENS 6/1951
CS 18430 BY J. LAFLANNE 6/1962
CS 18417 BY R. HINTZ 8/1963
CS 18458 BY R. HINTZ 5/1964
CS 18400 BY WADE 3/1973
CS 18817 BY R. HINTZ
CS 16864 BY R. HINTZ

NARRATIVE:
THE PURPOSE OF THIS SURVEY WAS TO MONUMENT 2 OF THE 3 PARCELS THE PARENT PARCEL DESCRIBED IN MF REEL 98-2-1111. THE COUNTY ROAD RIGHT-OF-WAY WAS MONUMENTED BASED ON THE NORTH/SOUTH CENTERLINE OF THE RIGHT-OF-WAY ALIGNS WITH CENTERLINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER STATION AT 3+81.81 WAS HELD BASED ON THE SOUTH CENTERLINE STATION AT 3+4 OF THE SOUTHEAST QUARTER NORTHEAST QUARTER (NE 1/4) WITH DEEDED CURVES ESTABLISHED BY COOS COUNTY ROADMASTER IN 1940. FOUND MONUMENTS VARIED FROM RIGHT-OF-WAYS BASED ON AS-DEPICTED CENTERLINES. THE LINE POINTS WERE OFFSET ALONG THE WEST LINE (FALLING TO EXISTING OLDER FENCE LINE) AND THE SOUTH LINE (WHICH REASONABLE EXISTING FENCE).

LEGEND:
PROPERTY BOUNDARIES
CENTER LINE OF EASTSIDE/
SUMNER COUNTY ROAD #53
SECTION LINES
MONUMENTS SET 5/8" X 30" IF
W/YELLOW CAP SCRIBED STUNT
MONUMENTS FOUND AS INDICATED
EXISTING WELL
INITIAL POINT

BASIS OF BEARING:
ASSUMED PER CS 18B17

Stunt
& M
ENGINEERS
705 South 4th
Coos Bay, Ore

Drawn By: _____
Checked By: _____
Designed By: _____
Job No. _____

2290

07 12 0938

1997 #36

CAB C-231

ADDITION

N 1/16
(POSITION PROJECTED)

OWNERS:

C. DORWIN AND JANETTE M. LOVELL
1155 ISTHMUS HEIGHTS
COOS BAY, OREGON 97420

PREPARED BY:

STUNTZNER ENGINEERING AND FORESTRY L.L.C.
705 S. 4TH STREET, P.O. BOX 118
COOS BAY, OREGON 97420

ZONE:

RURAL RESIDENTIAL TWO (RR-2)

WATER SOURCE:

NO DOMESTIC WATER SUPPLY FACILITY WILL BE PROVIDED TO THE PURCHASER OF ANY LOT OR PARCEL DEPICTED IN THE PROPOSED LAND DIVISION, EVEN THOUGH A DOMESTIC WATER SUPPLY SOURCE MAY EXIST.

SEWER SOURCE:

NO SEWAGE DISPOSAL FACILITY WILL BE PROVIDED TO THE PURCHASER OF ANY LOT OR PARCEL DEPICTED IN THE PROPOSED LAND DIVISION, EVEN THOUGH A SEWAGE DISPOSAL FACILITY MAY EXIST.

RECORD DEED:

MF789-02-1711 COOS COUNTY DEED RECORDS

BEARINGS AND DISTANCES:

ASSUMED PER RECORD INFORMATION

EASEMENTS AND RESERVATIONS

EASEMENT, PACIFIC POWER, WF.70-DK-S2109
DEED OF TRUST, CORDIA BARBER, MF.96-02-1112

RECORD SURVEYS:

CS 457 BAY CITY-SUMNER ROAD CASE BY F. A. ROBB 3/1940
P.B. 3-65 BY C STEPHENS 6/1881
CS 18430 BY J. LAFLAMME 6/1882
CS 18417 BY R. HINTZ 8/1883
CS 18458 BY R. HINTZ 8/1884
CS 184100 BY WADE 3/1973
CS 18317 BY R. HINTZ
CS 16484 BY R. HINTZ

NARRATIVE:

THE PURPOSE OF THIS SURVEY WAS TO MONUMENT 2 OF THE 3 PARCELS CREATED FROM THE PARENT PARCEL DESCRIBED IN MF REEL #86-2-1111. THE COUNTY ROAD RIGHT-OF-WAY WAS MONUMENTED BASED ON DEED VOL. 135 PG.609. THE NORTH/SOUTH CENTERLINE OF THE RIGHT-OF-WAY ALIGNS WITH THE NORTH/SOUTH CENTERLINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE CENTERLINE STATION AT 3+81.71 WAS HELD BASED ON THE SOUTH HALF (S 1/2) OF THE SOUTH THREE QUARTERS (S 3/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) WITH DEEDED CURVES ESTABLISHED PER CS 457 BY THE COOS COUNTY ROADMASTER IN 1940. FOUND MONUMENTS VARIED FROM RIGHT-OF-WAYS BASED ON AS-DEEDED AND AS-CONSTRUCTED CENTERLINES. THE LINE POINTS WERE OFFSET ALONG THE WEST LINE (FALLING 0'30" EAST ON AN EXISTING OLDER FENCE LINE) AND THE SOUTH LINE (WHICH REASONABLY AGREED WITH AN EXISTING FENCE).

LEGEND:

- PROPERTY BOUNDARIES
- CENTER LINE OF EASTSIDE/SUMNER COUNTY ROAD #53
- - - SECTION LINES
- MONUMENTS SET 5/8" X 30" IRON ROD W/YELLOW CAP SCRIBED STUNTZNER ENG.
- ⊙ MONUMENTS FOUND AS INDICATED
- ⊙ EXISTING WELL
- ⊙ INITIAL POINT

BASIS OF BEARING:
ASSUMED PER CS 18B17

(POSITION PROJECTED)
E 1/4

3.037

SCALE
1"=100'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Donald E. Stuntzner

OREGON
OCTOBER 31, 1977
DONALD E. STUNTZNER
1342
EXPIRES 12/31/88

**Stuntzner Engineering
& Forestry, L.L.C.**

ENGINEERING • LAND SURVEYING • FORESTRY
PLANNING • WATER RIGHTS

705 South 4th St. Phone: (541) 267-2372
Post Office Box 118 Coos Bay, Oregon 97420 Fax: (541) 267-0688

Drawn By: CHRIS HOOD Date: DECEMBER 1997

Checked By: TOM HOSHAL Drawing No.: 87-1916

Designed By: CHRIS HOOD

As Shown: LOVELL PARTITION Sheet 1 of 1

2291

A

97 12 0938

PARTITION PLAT # _____

LOVELL FINA

NAME: LOVELL PARTITION

COUNTY SURVEYOR'S

SURVEYOR'S CERTIFICATE:

I, RONALD E. STUNTZNER, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LANDS DESCRIBED BELOW, AND HAVE IDENTIFIED A PROPER MONUMENT INDICATING THE INITIAL POINT OF BEGINNING AND HAVE INDICATED THE DIMENSIONS AND KIND OF MONUMENTS AND THEIR LOCATION IN ACCORDANCE WITH ORS 82.060(1), AND THAT I HAVE ACCURATELY DESCRIBED THE TRACT OF LAND UPON WHICH THE PARCELS ARE LAID OUT.

I, KARLAS SEIDEL, HEREBY CERTIFY THAT FOR ACCURACY AND COMPLETENESS AN AGREEMENT HAS BEEN EXECUTED TO BE PURSUANT TO COUNTY ORDINANCE PRO

Karlas E. Seidel
KARLAS SEIDEL, COOS COUNTY SURVEYOR

SAID TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 1, TOWNSHIP 28 SOUTH, RANGE 15 WEST OF THE WILLAMETTE MERIDIAN, COOS COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED AS:

COUNTY PLANNING

I, COUNTY PLANNING DIRECTOR, HEREBY REQUIREMENTS OF THE COOS COUNTY

BEGINNING AT THE CENTER EAST SIXTEENTH CORNER (CE 1/16 COR.) OF SAID SECTION 1; THENCE RUNNING NORTH 85°33'17" EAST 825.82 FEET TO A 1/2" IRON PIPE PER PB 3-85 RECORDS OF THE COOS COUNTY SURVEYOR; THENCE SOUTH 89°05'19" WEST 4.03 FEET TO THE WESTERLY RIGHT OF WAY OF EASTSIDE/SUMNER COUNTY ROAD #53; THENCE ALONG SAID WESTERLY RIGHT OF WAY NORTH 23°34'43" EAST 143.81 FEET TO A 5/8" IRON ROD AND THE POINT OF A 447.8 FOOT RADIUS CURVE LEFT; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY 181.20 FEET THROUGH A CENTRAL ANGLE OF 23°12'00" (THE LONG CHORD OF WHICH BEARS NORTH 11°58'42" EAST 178.96 FEET) TO A 5/8" IRON ROD; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY NORTH 00°22'42" EAST 29.49 FEET TO A 5/8" IRON ROD; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY NORTH 00°22'42" EAST 434.35 FEET TO A 5/8" IRON ROD; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY NORTH 00°22'42" EAST 190.57 FEET TO THE POINT OF A 388.12 FOOT RADIUS CURVE RIGHT; THENCE 207.13 FEET, MORE OR LESS, ALONG SAID CURVE AND WESTERLY RIGHT OF WAY THROUGH A CENTRAL ANGLE OF 30°34'38", MORE OR LESS, (THE LONG CHORD OF WHICH BEARS NORTH 15°40'01" EAST 204.68 FEET, MORE OR LESS) TO THE SOUTHERLY MOST CORNER OF THAT PROPERTY EXCEPTED AS PARCEL I IN MF 86-02-1111; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL I NORTH 53°47'00" WEST 114.24 FEET (FORMERLY 100 FEET) TO THE WESTERLY MOST CORNER OF SAID PARCEL II; THENCE NORTH 36°13'00" EAST 114.00 FEET, MORE OR LESS, ALONG THE WESTERLY BOUNDARY OF SAID PARCEL I AND THAT PROPERTY EXCEPTED AS PARCEL II PER MF 86-02-1111 COOS COUNTY DEED RECORDS, TO THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 1; THENCE ALONG SAID NORTH LINE SOUTH 88°59'12" WEST 632.16 FEET TO A 2" IRON PIPE AT THE NORTHEAST SIXTEENTH CORNER (NE 1/16 COR.) OF SAID SECTION 1; THENCE SOUTH 00°24'01" WEST 828.03 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 1 TO A 5/8" IRON ROD; THENCE CONTINUING ALONG SAID WEST LINE SOUTH 00°24'01" WEST 393.38 FEET TO THE POINT OF BEGINNING.

COUNTY ASSESSOR'S

I, COUNTY ASSESSOR, HEREBY CERTIFY ASSESSMENTS, FEES, OR OTHER CHARGES WHICH HAVE BECOME A LIEN HAVE BEEN PAID.

Barbara Ford
COOS COUNTY ASSESSOR

ALSO:
BEGINNING AT A 3/4" IRON PIPE (PER CS 18456 COOS COUNTY SURVEYOR RECORDS) AT THE CENTER EAST SIXTYFOURTH CORNER (CEE 1/64 COR.); THENCE RUNNING SOUTH 88°59'08" WEST 50.58 FEET TO A 5/8" IRON ROD PER CS 184139 COOS COUNTY SURVEYOR RECORDS; THENCE SOUTH 89°05'19" WEST 6.43 FEET TO THE EASTERLY RIGHT OF WAY OF EASTSIDE/SUMNER COUNTY ROAD #53; THENCE ALONG SAID RIGHT OF WAY NORTH 23°34'43" EAST 116.57 FEET TO POINT OF A 507.50 RADIUS CURVE RIGHT; THENCE 30.55 FEET ALONG SAID CURVE AND RIGHT OF WAY THROUGH A CENTRAL ANGLE OF 03°28'55" (THE LONG CHORD OF WHICH BEARS NORTH 21°31'14" EAST 30.54 FEET) TO A 5/8" IRON ROD; THENCE SOUTH 00°28'21" WEST 8.86 FEET TO A 1" IRON PIPE PER CS 18817 COOS COUNTY SURVEYOR RECORDS; THENCE CONTINUING SOUTH 00°28'21" WEST 125.05 FEET TO THE POINT OF BEGINNING.

COUNTY CLERK'S OFFICE

I, COOS COUNTY CLERK, HEREBY CERTIFY COOS COUNTY RECORDS IN MICROFILM RECORD OF PLATS, THIS 23rd DAY

Mary Ann Wilson
MARY ANN WILSON, COOS COUNTY CLERK

CONFIRMATION IS REQUIRED FROM THE REQUIREMENTS OF THE COOS COUNTY MET PRIOR TO THE ISSUANCE OF A 2

NEW OR REPLACEMENT DWELLINGS 5' OF AT LEAST 30 FEET IN ALL DIRECT

SAID TRACT CONTAINS 13.78 ACRES, MORE OR LESS

SURVEYOR:
STUNTZNER ENGINEERING & FORESTRY L.L.C.
705 S. 4TH ST. - P.O. BOX 118
COOS BAY, OR 97420
OFFICE: (541) 267-2872
FAX: (541) 267-0588

2292

97 12 0938

LOVELL FINAL PARTITION PLAT

COUNTY SURVEYOR'S CERTIFICATE:

I, KARLAS SEIDEL, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS FOR ACCURACY AND COMPLETENESS AND THAT ALL MONUMENTS HAVE BEEN SET AND/OR AN AGREEMENT HAS BEEN EXECUTED TO ENSURE COMPLETION OF REQUIRED MONUMENTATION PURSUANT TO COUNTY ORDINANCE PROVISIONS.

Karlas E. Seidel
KARLAS SEIDEL, COOS COUNTY SURVEYOR

12-22-97
DATE

COUNTY PLANNING DIRECTOR'S CERTIFICATE:

I, COUNTY PLANNING DIRECTOR, HEREBY CERTIFY THAT THIS PLAT IS IN CONFORMITY WITH THE REQUIREMENTS OF THE COOS COUNTY ZONING AND LAND DEVELOPMENT ORDINANCE.

Patty Evernden
PATTY EVERNDEN, COOS COUNTY PLANNING DIRECTOR

12-23-97
DATE

COUNTY ASSESSOR'S CERTIFICATE:

I, COUNTY ASSESSOR, HEREBY CERTIFY THAT ALL AD VALOREM TAXES AND ALL SPECIAL ASSESSMENTS, FEES, OR OTHER CHARGES REQUIRED BY LAW TO BE PLACED UPON THE TAX ROLL WHICH HAVE BECOME A LIEN HAVE BEEN PAID OR WHICH WILL BECOME A LIEN DURING THE TAX YEAR HAVE BEEN PAID.

Barbara Ford, Chief Deputy
COOS COUNTY ASSESSOR

12-23-97
DATE

COUNTY CLERK'S CERTIFICATE:

I, COOS COUNTY CLERK, HEREBY CERTIFY THAT THIS PARTITION PLAT WAS RECORDED INTO THE COOS COUNTY RECORDS IN MICROFILM NO. 97-12-0938, CABINET C, PAGE 231 RECORD OF PLATS, THIS 23rd DAY OF DECEMBER, 1997.

Mary Ann Wilson, Chief Deputy
MARY ANN WILSON, COOS COUNTY CLERK

12/23/97
DATE

CONFIRMATION IS REQUIRED FROM THE COUNTY ROADMASTER THAT ALL ROAD AND DRIVEWAY REQUIREMENTS OF THE COOS COUNTY ZONING AND LAND DEVELOPMENT ORDINANCE HAVE BEEN MET PRIOR TO THE ISSUANCE OF A ZONING COMPLIANCE LETTER FOR A DWELLING.

NEW OR REPLACEMENT DWELLINGS SHALL ESTABLISH AND MAINTAIN A FIREBREAK, FOR A DISTANCE OF AT LEAST 30 FEET IN ALL DIRECTIONS ON THOSE PARCELS BORDERING THE FOREST ZONE.

OWNER:

C. DORWIN LOVELL AND JANETTE M. LOVELL
1153 ISTHMUS HEIGHTS
COOS BAY, OREGON 97420

OWNER'S DECLARATION:

I/WE, THE UNDERSIGNED, HEREBY DECLARE THE PARTITION PLAT TO BE PREPARED AND THE PLAT WITH ORS CHAPTER 32.

AS A CONDITION OF APPROVAL OF THE PLAT, I/WE WILL HOLD COOS COUNTY HARMLESS FROM ANY DAMAGE WHICH MAY OCCUR TO THE UNDERSIGNED PERSONS OR PROPERTY WHATSOEVER AS I/WE IMPROVE OR MAINTAIN ROADS IN THIS PROJECT.

ACCESS TO ALL PARCELS CONTAINED IN THIS ROAD 155 WHICH IS A PUBLIC DEDICATED, PAVED AND MAINTAINED ROAD OF THE STATE OF OREGON.

C. Dorwin Lovell

C. DORWIN LOVELL

Janette M. Lovell
JANETTE M. LOVELL

STATE OF OREGON
COUNTY OF COOS

THIS IS TO CERTIFY THAT C. DORWIN LOVELL PERSONALLY APPEARED BEFORE ME ON THIS 15th DAY OF DECEMBER, 1997. MY

Susan Rae Nelson
NOTARY PUBLIC FOR OREGON

STATE OF OREGON
COUNTY OF COOS

THIS IS TO CERTIFY THAT JANETTE M. LOVELL PERSONALLY APPEARED BEFORE ME ON THIS 15th DAY OF DECEMBER, 1997. MY

Susan Rae Nelson
NOTARY PUBLIC FOR OREGON

WATER RIGHTS STATEMENT

NONE APPURTENANT

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Karlas E. Seidel

OREGON
BORN 04/24/1927
RONALD E. STUNTZMAN
1942

EXPIRES 12/31/98

2293

A

97 12 0938

1997 # 36
CAB C-231

PARTITION PLAT

OWNER:

C. DORWIN LOVELL AND JANETTE M. LOVELL
1155 ISTHMUS HEIGHTS
COOS BAY, OREGON 97420

NOTE:

IF THE REQUIREMENTS
HAVE BEEN SET AND/OR AN
REQUIRED MONUMENTATION

12-22-97
DATE

CERTIFICATE:

THIS PLAT IS IN CONFORMITY WITH THE
DEVELOPMENT ORDINANCE.

12-23-97
DATE

OWNER'S DECLARATION:

I/WE, THE UNDERSIGNED, HEREBY DECLARE THAT I/WE HAVE AUTHORIZED AND CAUSED THE
PARTITION PLAT TO BE PREPARED AND THE PROPERTY TO BE PARTITIONED IN ACCORDANCE
WITH ORS CHAPTER 32.

AS A CONDITION OF APPROVAL OF THIS PLAT, THE UNDERSIGNED HEREBY AGREES THAT HE/SHE
WILL HOLD COOS COUNTY HARMLESS FROM AND INDEMNIFY THE COUNTY FOR ANY LIABILITY FOR
DAMAGE WHICH MAY OCCUR TO THE UNDERSIGNED OR HIS/HER PROPERTY OR TO ANY OTHER
PERSONS OR PROPERTY WHATSOEVER AS A RESULT OF THE UNDERSIGNED'S FAILURE TO BUILD,
IMPROVE OR MAINTAIN ROADS IN THIS PROPOSED LAND DIVISION.

ACCESS TO ALL PARCELS CONTAINED IN THIS PARTITION IS VIA EASTSIDE SUMNER COUNTY
ROAD #53 WHICH IS A PUBLIC DEDICATED, PUBLIC MAINTAINED ROAD.

ANY ROAD OR DRIVEWAY, COLLECTED OR THE PRICE OF THE PLAT SHALL BE CONSIDERED AS DEDICATED

C. Dorwin Lovell 12-15-97
DATE
C. DORWIN LOVELL

Janette M. Lovell 12-15-97
DATE
JANETTE M. LOVELL

NOTE:

IF TAXES AND ALL SPECIAL
TO BE PLACED UPON THE TAX ROLL
WILL BECOME A LIEN DURING THE TAX

12-23-97
DATE

STATE OF OREGON
COUNTY OF COOS

THIS IS TO CERTIFY THAT C. DORWIN LOVELL
PERSONALLY APPEARED BEFORE ME ON THIS 15TH DAY OF DECEMBER, 1997, WHO
HAS ACKNOWLEDGED THAT HE/SHE HAS SIGNED THE ABOVE OWNER'S DECLARATION AS THEIR
VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY SEAL THIS
15TH DAY OF DECEMBER, 1997 MY COMMISSION EXPIRES ON: 10-16-98

Susan Rae Nelson
NOTARY PUBLIC FOR OREGON



STATE OF OREGON
COUNTY OF COOS

THIS IS TO CERTIFY THAT JANETTE M. LOVELL
PERSONALLY APPEARED BEFORE ME ON THIS 15TH DAY OF DECEMBER, 1997, WHO
HAS ACKNOWLEDGED THAT HE/SHE HAS SIGNED THE ABOVE OWNER'S DECLARATION AS THEIR
VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY SEAL THIS
15TH DAY OF DECEMBER, 1997. MY COMMISSION EXPIRES ON: 10-16-98

Susan Rae Nelson
NOTARY PUBLIC FOR OREGON



THIS PLAT WAS RECORDED INTO THE
CABINET C, PAGE 231
1997.

12/23/97
DATE

IF ALL ROAD AND DRIVEWAY
DEVELOPMENT ORDINANCE HAVE BEEN
TER FOR A DWELLING.

IF MAINTAIN A FIREBREAK, FOR A DISTANCE
AS BORDERING THE FOREST ZONE.

WATER RIGHTS STATEMENT:

NONE APPURTENANT

RECORDING # 97120938
I, Mary Ann Wilson,
Coos County Clerk, certify
the within instrument
was filed for record at

11:36 AM 12/23/1997
J. WILSON

By _____ Deputy

pages 2 (1) Fee \$ 38.00



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Ronald E. Stuntzner

OREGON
SEPTEMBER 11, 1977
RONALD E. STUNTZNER
1532

EXPIRES 12/31/98

Stuntzner Engineering & Forestry, L.L.C.

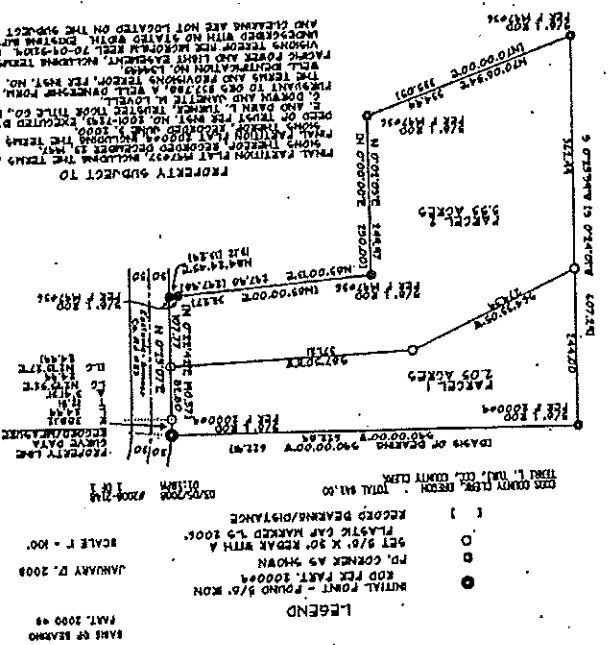
ENGINEERING • LAND SURVEYING • FORESTRY
PLANNING • WATER RIGHTS

206 South 4th St. Phone: (541) 287-2872
Post Office, Box 116 Coos Bay, Oregon 97420 Fax: (541) 287-0508

Drawn By	CHRIS HOOD	Date	DECEMBER 1997
Checked By	TOM HOSHALL	Drawing No.	97-191F
Designed By	CHRIS HOOD	Revised	
All Notes	LOVELL PARTITION Sheet 2 of 2		

2294

FINAL PARTITION LOCATED IN THE SE1/4 NE1/4 SEC 1, T12N, R2E, W1M, COOS COUNTY, OREGON
 THIS PARTITION DIVIDES PARCEL 3 OF PART. 2000#9



LEGEND
 PARTIAL PART - FOUND 5/20 KON
 PD. CORNER AS SHOWN
 SET 5/18 X 30' BEAM WITH A
 RECORD BEARINGS/DISTANCE
 THIS COUNTY CLERK, COUNTY CLERK
 JOHN L. DUNN, CL. COUNTY CLERK
 JANUARY 2, 2008
 SCALE 1" = 100'
 PART 2000 #9

NARRATIVE
 THE PURPOSE OF THIS SURVEY WAS TO PARTITION PARCELS 1, 2 AND 3 OF PARTITION 2000#9, SHERMAN COUNTY, OREGON. THE LOCATION OF PARCELS 1, 2 AND 3 WAS ESTABLISHED BY THE FIELD WORK FOR THIS SURVEY WAS MADE ON JANUARY 14 AND 15, 2008 WITH THE ASSISTANCE OF THE FOLLOWING PERSONS: JOHN L. DUNN, COUNTY CLERK, SHERMAN COUNTY, OREGON; AND JOHN L. DUNN, COUNTY CLERK, SHERMAN COUNTY, OREGON. THE LOCATION OF PARCELS 1, 2 AND 3 WAS ESTABLISHED BY THE FIELD WORK FOR THIS SURVEY WAS MADE ON JANUARY 14 AND 15, 2008 WITH THE ASSISTANCE OF THE FOLLOWING PERSONS: JOHN L. DUNN, COUNTY CLERK, SHERMAN COUNTY, OREGON; AND JOHN L. DUNN, COUNTY CLERK, SHERMAN COUNTY, OREGON.

STATEMENT OF WATER AVAILABILITY
 NO STATE DEPARTMENT FACILITY WILL BE LOCATED IN THIS PROPOSED LAND DIVISION. NO DEPOSIT TO THE FACILITY'S FACILITY WILL BE MADE IN THIS PROPOSED LAND DIVISION.

PLANNING DIRECTOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THE ABOVE PLANNING DIRECTOR'S CERTIFICATE IS IN FULL COMPLIANCE WITH THE PLANNING DIRECTOR'S CERTIFICATE.

COUNTY CLERK'S CERTIFICATE
 I HEREBY CERTIFY THAT THE ABOVE COUNTY CLERK'S CERTIFICATE IS IN FULL COMPLIANCE WITH THE COUNTY CLERK'S CERTIFICATE.

OWNER'S DECLARATION
 I, JOHN L. DUNN, COUNTY CLERK, SHERMAN COUNTY, OREGON, DO HEREBY CERTIFY THAT THE ABOVE DECLARATION IS IN FULL COMPLIANCE WITH THE OWNER'S DECLARATION.

PREPARED FOR:
 RICHARD E. & DAWN L. TURNER
 6044 ROBERT'S CREEK ROAD
 EPHRAIM, OR 97530
 PREPARED BY:
 WALKER & RANDOLPH, L.L.C.
 P.O. BOX 604
 NORTH BEND, OR 97559

COUNTY CLERK'S CERTIFICATE
 I HEREBY CERTIFY THAT THE ABOVE COUNTY CLERK'S CERTIFICATE IS IN FULL COMPLIANCE WITH THE COUNTY CLERK'S CERTIFICATE.

PLANNING DIRECTOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THE ABOVE PLANNING DIRECTOR'S CERTIFICATE IS IN FULL COMPLIANCE WITH THE PLANNING DIRECTOR'S CERTIFICATE.

OWNER'S DECLARATION
 I, JOHN L. DUNN, COUNTY CLERK, SHERMAN COUNTY, OREGON, DO HEREBY CERTIFY THAT THE ABOVE DECLARATION IS IN FULL COMPLIANCE WITH THE OWNER'S DECLARATION.

PREPARED FOR:
 RICHARD E. & DAWN L. TURNER
 6044 ROBERT'S CREEK ROAD
 EPHRAIM, OR 97530
 PREPARED BY:
 WALKER & RANDOLPH, L.L.C.
 P.O. BOX 604
 NORTH BEND, OR 97559

COUNTY CLERK'S CERTIFICATE
 I HEREBY CERTIFY THAT THE ABOVE COUNTY CLERK'S CERTIFICATE IS IN FULL COMPLIANCE WITH THE COUNTY CLERK'S CERTIFICATE.

PREPARED FOR:
 RICHARD E. & DAWN L. TURNER
 6044 ROBERT'S CREEK ROAD
 EPHRAIM, OR 97530
 PREPARED BY:
 WALKER & RANDOLPH, L.L.C.
 P.O. BOX 604
 NORTH BEND, OR 97559

COUNTY CLERK'S CERTIFICATE
 I HEREBY CERTIFY THAT THE ABOVE COUNTY CLERK'S CERTIFICATE IS IN FULL COMPLIANCE WITH THE COUNTY CLERK'S CERTIFICATE.

PLANNING DIRECTOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THE ABOVE PLANNING DIRECTOR'S CERTIFICATE IS IN FULL COMPLIANCE WITH THE PLANNING DIRECTOR'S CERTIFICATE.

OWNER'S DECLARATION
 I, JOHN L. DUNN, COUNTY CLERK, SHERMAN COUNTY, OREGON, DO HEREBY CERTIFY THAT THE ABOVE DECLARATION IS IN FULL COMPLIANCE WITH THE OWNER'S DECLARATION.

PREPARED FOR:
 RICHARD E. & DAWN L. TURNER
 6044 ROBERT'S CREEK ROAD
 EPHRAIM, OR 97530
 PREPARED BY:
 WALKER & RANDOLPH, L.L.C.
 P.O. BOX 604
 NORTH BEND, OR 97559

COUNTY CLERK'S CERTIFICATE
 I HEREBY CERTIFY THAT THE ABOVE COUNTY CLERK'S CERTIFICATE IS IN FULL COMPLIANCE WITH THE COUNTY CLERK'S CERTIFICATE.

PREPARED FOR:
 RICHARD E. & DAWN L. TURNER
 6044 ROBERT'S CREEK ROAD
 EPHRAIM, OR 97530
 PREPARED BY:
 WALKER & RANDOLPH, L.L.C.
 P.O. BOX 604
 NORTH BEND, OR 97559

2008-0504
 CAB C-575

Ticor Title Company of Oregon
Order No. 360619028624



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"): Stuntzner Engineering and Forestry, LLC
PO Box 118
Coos Bay, OR 97420

Customer Ref.: _____
Order No.: 360619028624
Effective Date: September 16, 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:

Dennis R. Holman and Regina K. Holman as tenants by the entirety

Premises. The Property is:

(a) Street Address:

63318 Isthmus Heights Road, Coos Bay, OR 97420

(b) Legal Description:

Parcel 2, Lovell Final Partition Plat 1997 #36, filed and recorded December 23, 1997, CAB C/231, bearing Microfilm Reel No. 97-12-0938, Records of Coos County, Oregon.

Part Two - Encumbrances

H

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

Fiscal Year: 2018-2019
Amount: \$1,835.95
Levy Code: 0916
Account No.: 500906
Map No.: 26-13-01AD TL1501

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

3. Easement(s) for rights incidental thereto, as granted in a document:

Granted to: Pacific Power & Light Company
Recording Date: September 28, 1970
Recording No: 70-09-52109

4. Easements, conditions, restrictions and notes as delineated on the recorded Lovell 1997 #36 Final Partition Plat.

5. Easement(s) for rights incidental thereto, as granted in a document:

Between: C. Dorwin and Janette M. Lovell and Len M. and Marni D. Gabel
Recording Date: December 31, 2001
Recording No: 2001-15740

6. An application for de-titling the manufactured home from personal property to real property has been approved, as disclosed by application:

Recording Date: April 17, 2002
Recording No: 2002-4988

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

Amount: \$154,660.00
Dated: October 30, 2012
Trustor/Grantor: Dennis R Holman and Regina K Holman, Husband and Wife
Trustee: Northwest Trustee Services, Inc.
Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS) appointed as nominee for Guild Mortgage Company, a California Corporation
Recording Date: October 31, 2012
Recording No.: 2012-9350

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

Ticor Title Company of Oregon
Order No. 360619028624

Grantor: Len M. Gabel
Grantee: Dennis R. Holman and Regina K. Holman, as tenants by the entirety
Recording Date: October 31, 2012
Recording No: 2012-9349

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

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. 360619028624

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.

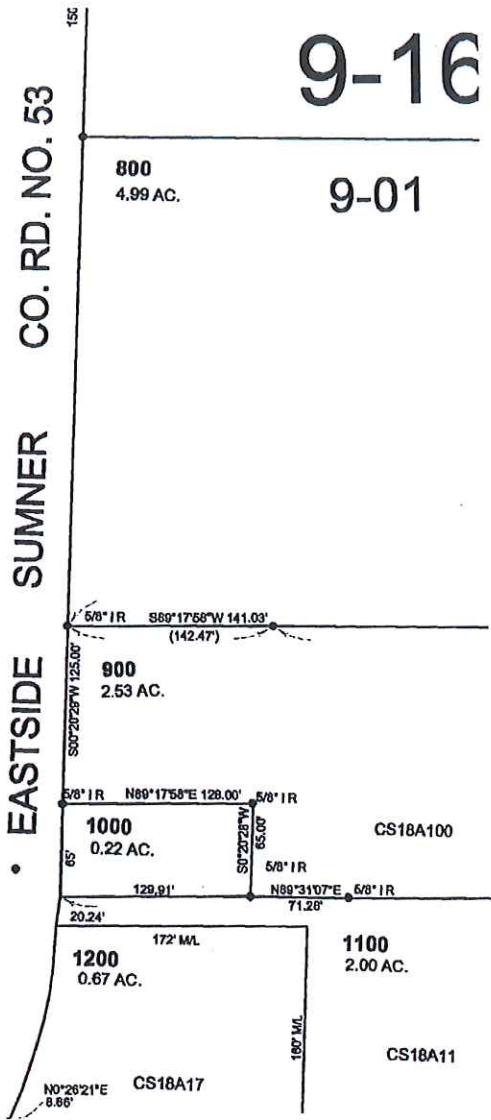
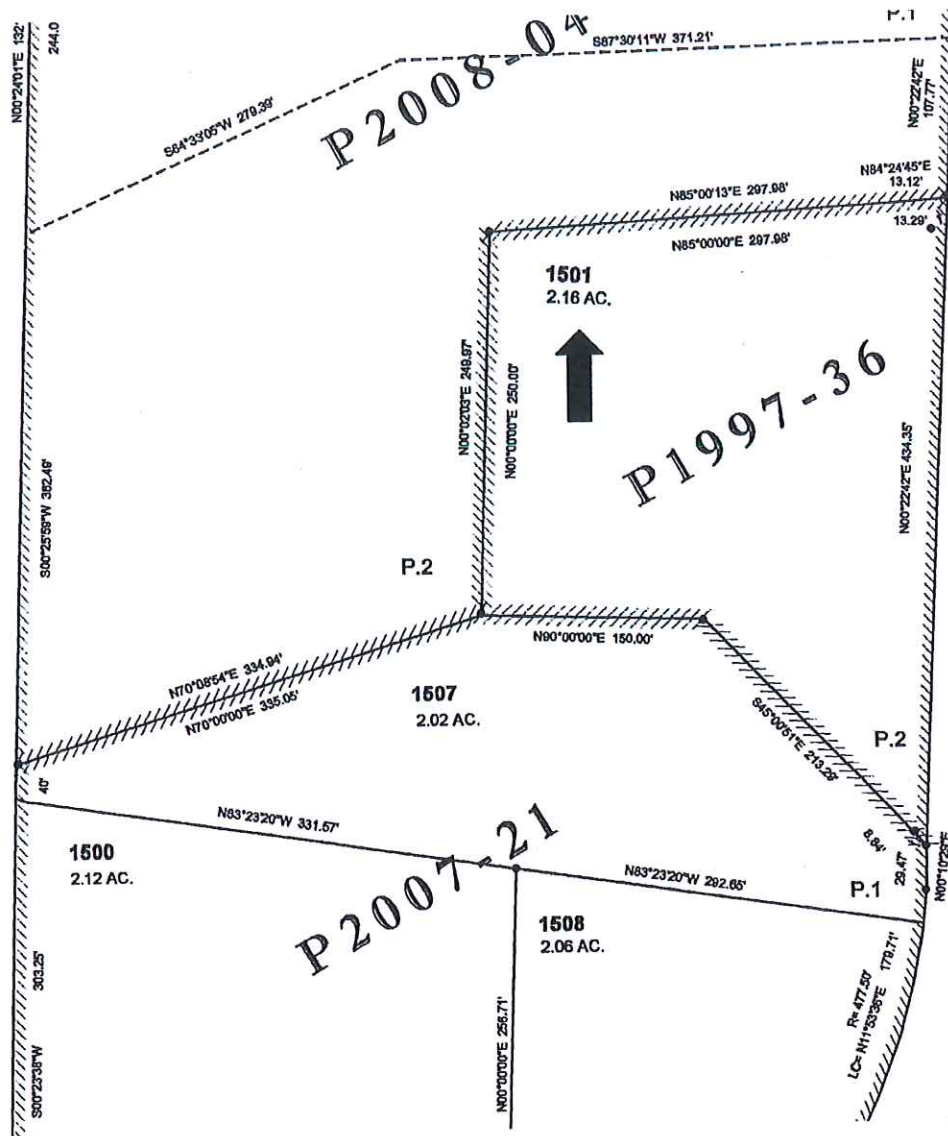
CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, 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



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

SEE MAP 26S 13W 01



9-16

9-01

H

SE1/4 NE1/4 SEC. 1 T26S R13W W.M.
COOS COUNTY

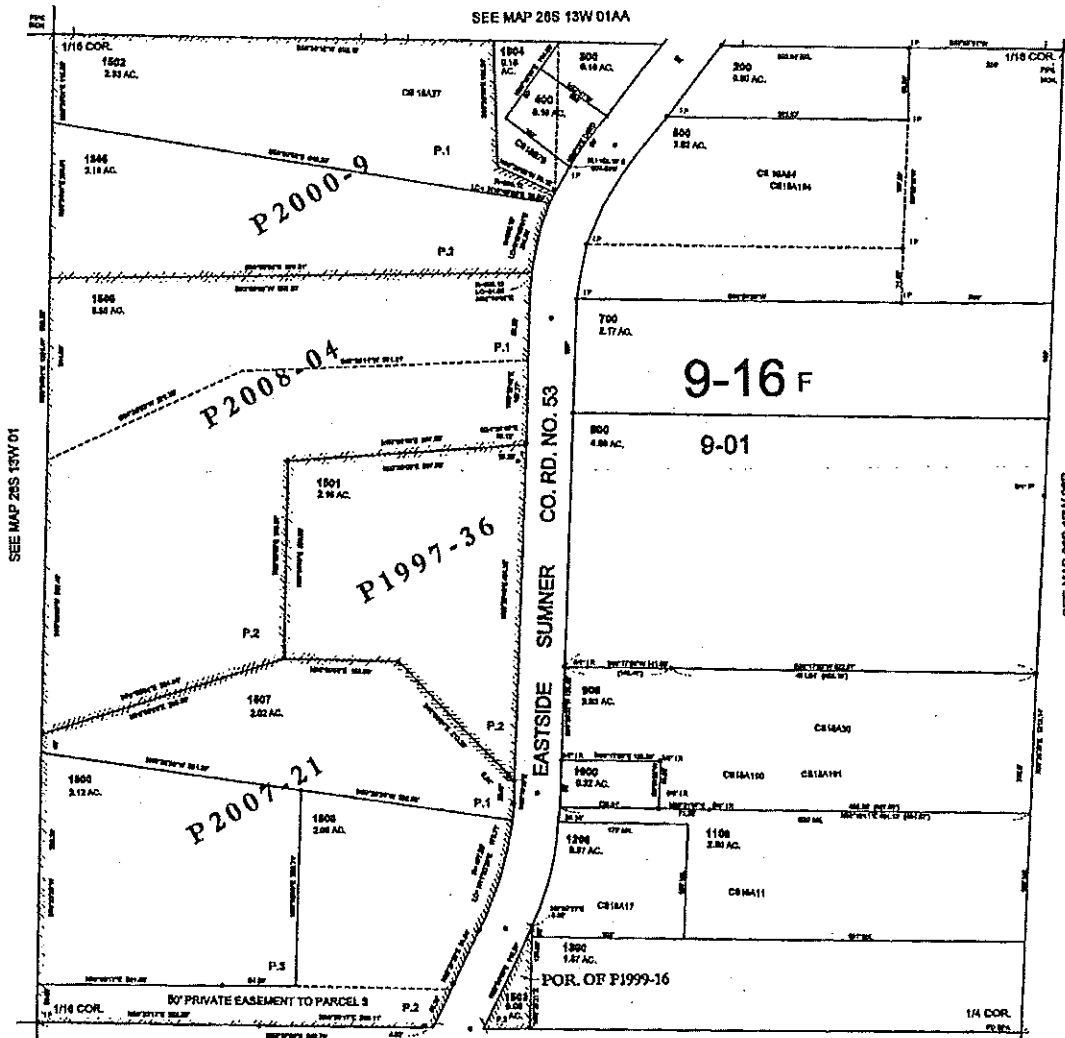
26S 13W 01AD

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

1" = 100'

CANCELLED NO.

1400
100
600
1508



SEE MAP 26S 13W 01

12-14-2012
26S 13W 01AD



After recording return to:
Dennis R. Holman and Regina K.
Holman
63318 Isthmus Heights Road
Coos Bay, OR 97420

Until a change is requested all tax
statements shall be sent to the
following address:
Dennis R. Holman and Regina K.
Holman
63318 Isthmus Heights Road
Coos Bay, OR 97420

File No.: 7131-1958751 (VRR)
Date: September 17, 2012

THIS SPACE RESERVED FOR RECORDER'S USE

RECORDED BY
FIRST AMERICAN TITLE

STATUTORY WARRANTY DEED

Len M. Gabel, Grantor, conveys and warrants to Dennis R. Holman and Regina K. Holman as tenants by the entirety, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

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

PARCEL 2, LOVELL FINAL PARTITION PLAT 1997 #36, FILED AND RECORDED DECEMBER 23, 1997, CAB C/231, BEARING MICROFILM REEL NO. 97-09-029, RECORDS OF COOS COUNTY, OREGON.

Subject to:

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

The true consideration for this conveyance is **\$162,000.00**. (Here comply with requirements of ORS 93.030)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

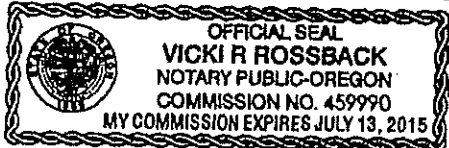
Dated this 30 day of October, 2012

Len M. Gabel
Len M. Gabel

STATE OF Oregon)
County of Coos)ss.
)

This instrument was acknowledged before me on this 30 day of Oct, 2012 by **Len M. Gabel**.

Vicki R Rossback



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

COOS County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2019
NOT OFFICIAL VALUE

September 12, 2019 9:29:42 am

Account # 500906
Map # 26S1301AD01501
Code - Tax # 0916-500906

Tax Status ASSESSABLE
Acct Status ACTIVE
Subtype NORMAL

Legal Descr See Record
Mailing Name HOLMAN, DENNIS R. & REGINA K.

Deed Reference # 2012-9349
Sales Date/Price 10-30-2012 / \$162,000.00
Appraiser GORDON WEST

Agent
In Care Of
Mailing Address 63318 ISTHMUS HEIGHTS RD
COOS BAY, OR 97420-8286

Prop Class 101 MA SA NH Unit
RMV Class 101 04 17 RRL 8511-1

Situs Address(s)	Situs City
ID# 10 63318 ISTHMUS HTS RD	COOS BAY

Code Area	RMV	MAV	Value Summary			RMV Exception	CPR %
			AV	SAV	MSAV		
0916 Land	139,320					0	
Impr.	111,800					0	
Code Area Total	251,120	157,010	157,010	0	0	0	
Grand Total	251,120	157,010	157,010	0	0	0	

Code Area	ID#	RFPD Ex	Plan Zone	Value Source	Land Breakdown		Size	Land Class	LUC	Trended RMV
					TD%	LS				
0916	10	<input checked="" type="checkbox"/>	RR-2	Market	111	A	0.50	HS	001	73,080
0916	20	<input checked="" type="checkbox"/>	RR-2	Market	111	A	1.66	MV	002	66,240
Grand Total							2.16			139,320

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown			Trended RMV
					TD%	Total Sq. Ft.	Ex% MS Acct #	
0916	1	2002	462	MH REAL DOUBLE CLASS 6	111	1,352	E - 4180	111,800
Grand Total						1,352		111,800

Exemptions/Special Assessments/Potential Liability									
Code Area	Type			Amount	Acres	Year			
0916	FIRE PATROL:			47.50		2019			
	■ FIRE PATROL SURCHARGE			18.75	1.16	2019			
	■ FIRE PATROL TIMBER								

H

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

12-Sep-2019

HOLMAN, DENNIS R. & REGINA K.
 63318 ISTHMUS HEIGHTS RD
 COOS BAY, OR 97420-8286

Tax Account #	500906	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	0916
Situs Address	63318 ISTHMUS HTS RD COOS BAY, OR 97420	Interest To	Sep 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	\$1,835.95	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,552.81	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,507.55	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,469.40	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,456.33	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,419.70	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,379.64	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,338.23	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,300.21	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,268.74	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,285.06	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,209.24	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,279.26	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,293.23	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,861.68	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$976.61	Nov 15, 2003
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$22,433.64	

**COOS COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

9/12/2019 9:31:32 AM

Account # 500906
Map 26S1301-AD-01501
Owner HOLMAN, DENNIS R. & REGINA K.
63318 ISTHMUS HEIGHTS RD
COOS BAY, OR 97420-8286

Name Type	Name	Ownership Type	Own Pct
OWNER	HOLMAN, DENNIS R.	OWNER	100.00
OWNER	HOLMAN, REGINA K.	OWNER	100.00
OWNER (100%) TENANTS BY ENTIRETY HUSBAND	HOLMAN, DENNIS R.		
WIFE	HOLMAN, REGINA K.		

H

COOS COUNTY ASSESSOR
Manufactured Structure Assessment Report
FOR ASSESSMENT YEAR 2019
NOT OFFICIAL VALUE

9/12/2019 9:31:53 AM

Account # 4180
 Code - Tax # 0916
 Mailing Address HOLMAN, DENNIS R. & REGINA K.
 63318 ISTHMUS HEIGHTS RD
 COOS BAY, OR 97420

TAX STATUS ASSESSABLE
 ACCT STATUS ACTIVE
 SUBTYPE EXEMPT
 HOME ID 135865
 X NUMBER EM38985
 EXEMPT # 2002-4988

SITUS ADDRESS	SITUS CITY
63318 ISTHMUS HTS RD	COOS BAY

APPRAISER GORDON WEST

VALUE SUMMARY							
CODE AREA		RMV	MAV	AV	TREND %	RMV EXCEPTION	CPR %
0916	IMPR.	\$111,800	\$69,900	\$69,900	111%	IMPR.	

Manufactured Structure Information			
VIN #	18244	STAT CLASS	462
BRAND	FUQUA	QUALITY	100
MODEL		CONDITION	A
YEAR BUILT	2002	MA / SA / NH	04 / 17 / RRL
STICKER #		BEDROOMS / BATHS	3 / 2

Real Property Information			
REAL ACCOUNT #	500906	MA / SA / NH	04 / 17 / RRL
MAP	26S1301AD01501	PROP CLASS	101
UNIT	8511	RMV CLASS	101
PARK NAME			
COMMENTS			

FLOORS

DESCRIPTION	CLASS	SQFT	SIZE	TYPE OF HEAT	RMV
First Floor	6	1,352	S		49,287

INVENTORY

	Size/Qty	RMV		Size/Qty	RMV
1001 Fndtn - Conc/Block	156	5836	5001 Partitlons - Drywall		0
1022 Fndtn Conc Rnrs Dbl	1352	1565	6003 IntComp - Avg Built-Ins		0
2004 HARDIBOARD	1	1479	8001 Plumb'g - Full Bath	2	0
3101 Roof - Gable - Light Comp	1352	0	9001 Heat'g -EBB/Wall/Ceill	1352	0
4001 Floor - 1st Flr - Carpet/Vinyl		0	9003 Heat'g - F/A		0
Total Inventory RMV					8880

ACCESSORIES

DESCRIPTION	EFF YEAR BUILT	SQFT	QUANTITY	RMV
0102 Deck - Treated or Cedar	2002	48		1103
0305 Patio Roof - Shed/Flat - Comp	2002	720		756
0504 Paving - Drwy/Walk - Asph 2"	2002	2,280		2115
0601 Outbldg - Grdn Shed -Convntl	2002	192		2448
0603 Outbldg - Lean To	2002	112		336
9301 Covered Porch	2013	70		2108
Total Accessories RMV				8866

EXEMPTIONS / SPECIAL ASSESSMENTS / POTENTIAL LIABILITY

TYPE

**COOS COUNTY ASSESSOR
MS ACCOUNT NAMES**

9/12/2019 9:32:26 AM

Account # 4180
Owner HOLMAN, DENNIS R. & REGINA K.
63318 ISTHMUS HEIGHTS RD
COOS BAY, OR 97420

Name Type	Name	Ownership Type	Own Pct
OWNER	HOLMAN, DENNIS R.	OWNER	100.00
OWNER	HOLMAN, REGINA K.	OWNER	100.00

H

70-9-52109

File No. 104-2160
BR/WO No. 31-70-105 (4544)

RIGHT-OF-WAY EASEMENT
(Individual)

For value received the undersigned, hereinafter referred to as Grantors, (whether singular or plural), do hereby grant to **PACIFIC POWER & LIGHT COMPANY**, a corporation, its successors and assigns, the Grantee, an easement or right-of-way for an electric transmission and distribution line of one or more wires and all necessary or desirable appurtenances (including telephones and telegraph wires, towers, poles, props, guys, anchors and other supports and the right to place all or any part of such line underground) at or near the location and along the general course now located and staked out by the Grantee over, across and upon the following described real property in Coos County, State of Oregon, to wit:

The West $\frac{1}{2}$ of the S.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Section One (1), Township Twenty-six (26) South, Range Thirteen (13) West, West of the Willamette Meridian, Coos County, Except that part deeded to Darrell Ekblad in Book 281, Page 130 of the Deed Records of Coos County, Oregon, containing Nineteen (19) Acres, more or less.

Together with the right of ingress and egress over the adjacent lands of the Grantors for the purpose of constructing, reconstructing, stringing new wires on, maintaining and removing such line and appurtenances, and exercising other rights hereby granted.

Grantors reserve the right to use said right-of-way for roads, agricultural crops or other purposes not inconsistent with the easement granted hereby, but in using or operating any irrigation pipes, motorized vehicles or other equipment, or in any other such use of said right-of-way, Grantors and Grantors' heirs or assigns, shall conform strictly to the provisions of any then applicable safety code or regulation pertaining to required clearances from the wires or conductors of such line.

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

Dated this 16 day of September, 1970

(SEAL) M. S. Barber (SEAL)

(SEAL) Margaret L. Barber (SEAL)
Margaret L. Barber

STATE OF Oregon }
County of Coos } ss.

On this 16th day of September, 1970, personally appeared before me a notary public in and for said State, the within named Mr. S. & Margaret L. Barber husband and wife

to me known to be the identical persons described therein and who executed the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

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



Carl P. [Signature]
Notary Public for State of Oregon
Residing at Eastside, Oregon
My commission expires: 7-20-72

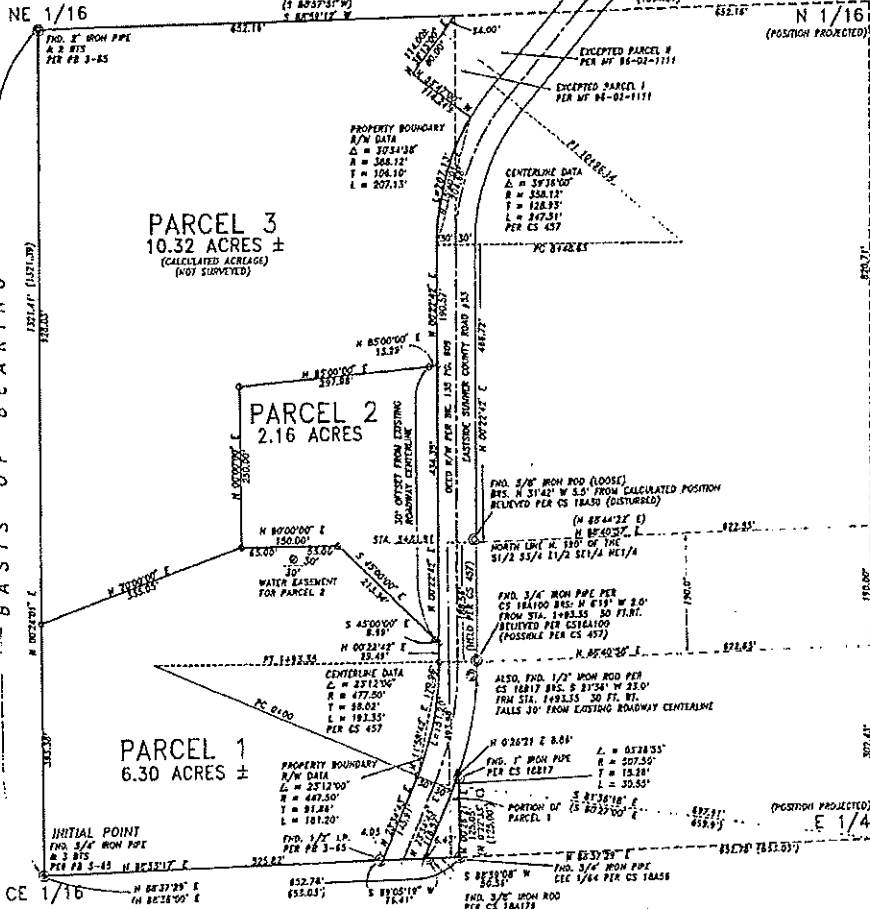
RECORDED SEP 28 1970
RAY F. CRABTREE, COUNTY CLERK

LOVELL FINAL PARTITION PLAT

LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4)
OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 13 WEST OF THE WILLAMETTE MERIDIAN,
COOS COUNTY, OREGON

LAUREL PARK ADDITION
(S 803731' W
S 803212' E

LAUREL PARK ADDITION
(1304.31)



OWNERS:

C. DORRAN AND JANETTE W. LOVELL
1133 STRAIN HEIGHTS
2005 BAY, OREGON 97430

PREPARED BY:

STUNTZNER ENGINEERING AND FORESTRY L.L.C.
705 W. 4TH STREET, P.O. BOX 116
COOS BAY, OREGON 97423

ZONE:

RURAL RESIDENTIAL TWO (RT-2)

WATER SOURCE:

NO DOMESTIC WATER SUPPLY FACILITY WILL BE PROVIDED TO THE PURCHASER OF ANY LOT OR PARCEL DEPICTED IN THE PROPOSED LAND DIVISION, EVEN THOUGH A DOMESTIC WATER SUPPLY SOURCE MAY EXIST.

SEWER SOURCE:

NO SEWER DISPOSAL FACILITY WILL BE PROVIDED TO THE PURCHASER OF ANY LOT OR PARCEL DEPICTED IN THE PROPOSED LAND DIVISION, EVEN THOUGH A SEWER DISPOSAL FACILITY MAY EXIST.

RECORD DEED:

MT 86-02-1111 COOS COUNTY DEED RECORDS

BEARINGS AND DISTANCES:

ASSUMED PER RECORDED INFORMATION

EASEMENTS AND RESERVATIONS

EXCEPTED PARCEL PER MT 86-02-1111

DEED OF TRUST, CORDA BURBA, MT 86-02-1112

RECORD SURVEYS:

CS 457 BAY CITY-SUMNER ROAD CASE BY F. A. ROBB 3/1840

P.S. 3-45 BY E. STEPHENS 8/1851

CS 18436 BY A. LEFLAUME 6/1882

CS 18417 BY R. HINTE 8/1883

CS 18434 BY R. HINTE 3/1884

CS 18410 BY WARE 3/1873

CS 18417 BY R. HINTE

CS 18444 BY R. HINTE

NARRATIVE:

THE PURPOSE OF THIS SURVEY WAS TO MONUMENT 3 OF THE 3 PARCELS CREATED FROM THE PARENT PARCEL DESCRIBED IN MT DEED 86-2-1111. THE COUNTY ROAD RIGHT-OF-WAY WAS MONUMENTED BASED ON DEED VOL. 135 PG. 605. THE NORTH/SOUTH CENTERLINE OF THE RIGHT-OF-WAY ALIGNS WITH THE NORTH/SOUTH CENTERLINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4). THE CENTERLINE SEASON AT 348.81' WAS HELD BASED ON THE SOUTH HALF (S 1/2) OF THE SOUTH THREE QUARTERS (S 3/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) WITH DECEDED CURVES ESTABLISHED PER CS 457 BY THE COOS COUNTY ROADWAY IN 1840. FOUND MONUMENTS VARYED FROM RIGHT-OF-WAYS BASED ON AS-DECEDED AND AS-CONSTRUCTED CENTERLINES. THE LINE POINTS WERE OFFSET ALONG THE WEST LINE (FALLING 0.30' EAST ON AN EXISTING OLDER FENCE LINE) AND THE SOUTH LINE (WHICH REASONABLY AGREED WITH AN EXISTING FENCE).

LEGEND:

- PROPERTY BOUNDARIES
- CENTER LINE OF EASTSIDE/SUMNER COUNTY ROAD #53
- - - SECTION LINES
- MONUMENTS SET 5/8" X 30" IRON ROD
- W/YELLOW CAP SCRIBED STUNTZNER ENG.
- MONUMENTS FOUND AS INDICATED
- EXISTING WELL
- INITIAL POINT

BASIS OF BEARING:
ASSUMED PER CS 18417

Stuntzner Engineering & Forestry, L.L.C.
ENGINEERING • LAND SURVEYING • FORESTRY
PLANNING • WATER RIGHTS

346 South Oak St. Phone (541) 267-2878
P.O. Box 116 Fax (541) 267-2848
Coos Bay, Oregon 97423

Principal: CATHY MOORE, Surveyor License 17817
Surveyor: TOM HOPKINS, License 97-1817
Surveyor: DUSTY BROWN, License
Assistant: LUCILLE BRANTON, License

SCALE
1"=100'



I, Donald E. Stuntzner, hereby certify that this plat is a true and correct copy of the original.

1997 # 36
CAB C-231

PARTITION PLAT # _____
NAME: LOVELL PARTITION

LOVELL FINAL PARTITION PLAT

OWNER:
C. DORWIN LOVELL AND JANETTE M. LOVELL
1535 BETHGUS HEIGHTS
COOS BAY, OREGON 97420

OWNER'S DECLARATION:
I, THE UNDERSIGNED, HEREBY DECLARE THAT I/WE HAVE AUTHORIZED AND CAUSED THE PARTITION PLAT TO BE PREPARED AND THE PROPERTY TO BE PARTITIONED IN ACCORDANCE WITH ORS CHAPTER 92.

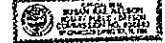
AS A CONDITION OF APPROVAL OF THIS PLAT, THE UNDERSIGNED HEREBY AGREES THAT HE/SHE WILL HOLD COOS COUNTY HARMLESS FROM AND WAIVE THE COUNTY FOR ANY LIABILITY FOR DAMAGE WHICH MAY OCCUR TO THE UNDERSIGNED OR HIS/HER PROPERTY OR TO ANY OTHER PERSONS OR PROPERTY WHATSOEVER AS A RESULT OF THE UNDERSIGNED'S FAILURE TO BUILD, IMPROVE OR MAINTAIN ROADS IN THIS PROPOSED LAND DIVISION.

ACCESS TO ALL PARCELS CONTAINED IN THIS PARTITION IS VIA EASTSIDE SUMNER COUNTY ROAD #33 WHICH IS A PUBLIC DEDICATED, PUBLIC MAINTAINED ROAD.
PLAT HAS RELEASED ALL CLAIMS AND FILED OF THE CLERK WHICH ARE BEING RELEASED
C. Dorwin Lovell
12-13-97
DATE

Janette M. Lovell
12-13-97
DATE
JANETTE M. LOVELL

STATE OF OREGON
COUNTY OF COOS
THIS IS TO CERTIFY THAT C. DORWIN LOVELL PERSONALLY APPEARED BEFORE ME ON THIS 15TH DAY OF DECEMBER, 1997, WHO HAS ACKNOWLEDGED THAT HE/SHE HAS SIGNED THE ABOVE OWNER'S DECLARATION AS THEIR VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY SEAL THIS 15TH DAY OF DECEMBER, 1997. MY COMMISSION EXPIRES ON: 10-16-98

Suzanne Rae Nelson
NOTARY PUBLIC FOR OREGON

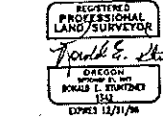


STATE OF OREGON
COUNTY OF COOS
THIS IS TO CERTIFY THAT JANETTE M. LOVELL PERSONALLY APPEARED BEFORE ME ON THIS 15TH DAY OF DECEMBER, 1997, WHO HAS ACKNOWLEDGED THAT HE/SHE HAS SIGNED THE ABOVE OWNER'S DECLARATION AS THEIR VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY SEAL THIS 15TH DAY OF DECEMBER, 1997. MY COMMISSION EXPIRES ON: 10-16-98

Suzanne Rae Nelson
NOTARY PUBLIC FOR OREGON



WATER RIGHTS STATEMENT:
NONE APPURTENANT



I, DONALD E. STUTZNER, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND EXACT COPY OF THE ORIGINAL.

Stutzner Engineering & Forestry, L.L.C.
ENGINEERING • LAND SURVEYING • FORESTRY
PLANNING • WATER RIGHTS
703 South 10th St.
Post Office Box 219
Coos Bay, Oregon 97420
Phone (541) 267-2872
Fax (541) 267-2872
Created by: DONALD E. STUTZNER
Checked by: TOM HORNALL
Approved by: DONALD E. STUTZNER
All Dates: LOVELL PARTITION

SURVEYOR'S CERTIFICATE:

I, DONALD E. STUTZNER, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LANDS DESCRIBED BELOW, AND HAVE DETERMINED A PROPER MONUMENT INDICATING THE POINT OF BEGINNING AND HAVE INDICATED THE BOUNDING AND KIND OF MONUMENTS AND THEIR LOCATION IN ACCORDANCE WITH ORS 87.040(1), AND THAT I HAVE ACCURATELY DESCRIBED THE TRACT OF LAND UPON WHICH THE PARCELS ARE Laid OUT.

Said TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 1, TOWNSHIP 29 SOUTH, RANGE 13 WEST OF THE WILAMETTE MERIDIAN, COOS COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE CENTER EAST SOUTHWEST CORNER (CE 1/16 COR.) OF SAID SECTION 1; THENCE RUNNING NORTH 88°31'17" EAST 325.83 FEET TO A 1/2" IRON PIPE PER PER 3-45 RECORDS OF THE COOS COUNTY SURVEYOR;
THENCE SOUTH 88°05'13" WEST 405 FEET TO THE WESTERN RIGHT OF WAY OF EASTSIDE/SUMNER COUNTY ROAD #33;
THENCE ALONG SAID WESTERN RIGHT OF WAY NORTH 25°34'45" EAST 143.91 FEET TO A 3/8" IRON ROD AND THE POINT OF A 143.5 FOOT RADIUS CURVE LEFT, THENCE CONTINUING ALONG SAID WESTERN RIGHT OF WAY 181.20 FEET THROUGH A CENTRAL ANGLE OF 127°12'00" (THE LONG CHORD OF WHICH BEARS NORTH 15°34'45" EAST 178.96 FEET) TO A 3/8" IRON ROD;
THENCE CONTINUING ALONG SAID WESTERN RIGHT OF WAY NORTH 02°22'42" EAST 24.48 FEET TO A 3/8" IRON ROD;
THENCE CONTINUING ALONG SAID WESTERN RIGHT OF WAY NORTH 02°22'42" EAST 43.35 FEET TO A 3/8" IRON ROD;
THENCE CONTINUING ALONG SAID WESTERN RIGHT OF WAY NORTH 02°22'42" EAST 120.57 FEET TO THE POINT OF A 364.12 FOOT RADIUS CURVE RIGHT, THENCE 207.19 FEET, MORE OR LESS, ALONG SAID CURVE AND WESTERN RIGHT OF WAY THROUGH A CENTRAL ANGLE OF 30°24'58", MORE OR LESS, (THE LONG CHORD OF WHICH BEARS NORTH 15°40'01" EAST 204.84 FEET, MORE OR LESS) TO THE SOUTHWEST CORNER OF THAT PROPERTY EXCEPTED AS PARCEL 1 IN NF 84-02-1111; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL 1 NORTH 55°47'00" WEST 114.81 FEET (APPROXIMATELY 100 FEET) TO THE WESTERN RIGHT CORNER OF SAID PARCEL 2; THENCE NORTH 55°15'00" EAST 114.80 FEET, MORE OR LESS, ALONG THE WESTERN BOUNDARY OF SAID PARCEL 1 AND THAT PROPERTY EXCEPTED AS PARCEL 2 PER MAP 84-02-1111, COOS COUNTY DEED RECORDS, TO THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 1; THENCE ALONG SAID NORTH LINE SOUTH 88°31'17" WEST 422.16 FEET TO A 1" IRON PIPE AT THE NORTHEAST SOUTHWEST CORNER (NE 1/16 COR.) OF SAID SECTION 1; THENCE SOUTH 88°05'13" WEST 402.01 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 1 TO A 3/8" IRON PIPE;
THENCE CONTINUING ALONG SAID WEST LINE SOUTH 02°22'41" WEST 385.38 FEET TO THE POINT OF BEGINNING.

ALSO:
BEGINNING AT A 3/8" IRON PIPE (PER CS 18438 COOS COUNTY SURVEYOR RECORDS) AT THE CENTER EAST EAST SOUTHWEST CORNER (CE 1/16 COR.)
THENCE RUNNING SOUTH 88°31'04" WEST 50.38 FEET TO A 5/8" IRON ROD PER CS 184178 COOS COUNTY SURVEYOR RECORDS;
THENCE SOUTH 88°05'13" WEST 4.45 FEET TO THE EASTERN RIGHT OF WAY OF EASTSIDE/SUMNER COUNTY ROAD #33;
THENCE ALONG SAID RIGHT OF WAY NORTH 25°34'45" EAST 118.57 FEET TO POINT OF A 507.50 RADIUS CURVE RIGHT;
THENCE 30.55 FEET ALONG SAID CURVE AND RIGHT OF WAY THROUGH A CENTRAL ANGLE OF 02°22'55" (THE LONG CHORD OF WHICH BEARS NORTH 25°51'14" EAST 30.84 FEET) TO A 3/8" IRON ROD;
THENCE SOUTH 02°22'41" WEST 8.86 FEET TO A 1" IRON PIPE PER CS 18417 COOS COUNTY SURVEYOR RECORDS;
THENCE CONTINUING SOUTH 02°22'41" WEST 123.05 FEET TO THE POINT OF BEGINNING.

Said TRACT CONTAINS 18.78 ACRES, MORE OR LESS

SURVEYOR:
STUTZNER ENGINEERING & FORESTRY L.L.C.
705 S. 4TH ST. - P.O. BOX 118
COOS BAY, OR 97420
OFFICE: (541) 267-2872
FAX: (541) 267-0588

COUNTY SURVEYOR'S CERTIFICATE:

I, KARLAS SEIDL, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS FOR ACCURACY AND COMPLETENESS AND THAT ALL MONUMENTS HAVE BEEN SET AND FOR AN AGREEMENT HAS BEEN EXECUTED TO ENSURE COMPLETION OF REQUIRED DOCUMENTATION PURSUANT TO COUNTY ORDINANCE PROVISIONS.

Karlas E. Seidel
KARLAS SEIDL, COOS COUNTY SURVEYOR
12-22-97
DATE

COUNTY PLANNING DIRECTOR'S CERTIFICATE:

I, COUNTY PLANNING DIRECTOR, HEREBY CERTIFY THAT THIS PLAT IS IN CONFORMITY WITH THE REQUIREMENTS OF THE COOS COUNTY ZONING AND LAND DEVELOPMENT ORDINANCE.

Robt. Andersen
ROBT. ANDERSEN, COOS COUNTY PLANNING DIRECTOR
12-23-97
DATE

COUNTY ASSESSOR'S CERTIFICATE:

I, COUNTY ASSESSOR, HEREBY CERTIFY THAT ALL AD VALOREM TAXES AND ALL SPECIAL ASSESSMENTS, FEES, OR OTHER CHARGES REQUIRED BY LAW TO BE PLACED UPON THE TAX ROLL WHICH HAVE BECOME A LIEN HAVE BEEN PAID OR WHICH WILL BECOME A LIEN DURING THE TAX YEAR HAVE BEEN PAID.

Barbara Francis, Chief Deputy
BARBARA FRANCIS, CHIEF DEPUTY
COOS COUNTY ASSESSOR
12-23-97
DATE

COUNTY CLERK'S CERTIFICATE:

I, COOS COUNTY CLERK, HEREBY CERTIFY THAT THIS PARTITION PLAT WAS RECORDED INTO THE COOS COUNTY RECORDS IN MICROFILM NO. 87-12-0812, CABINET C, PAGE 281. RECORD OF PLATS, THIS 22ND DAY OF DECEMBER, 1997.

Mary Ann Williams, City Clerk Deputy
MARY ANN WILLIAMS, CITY CLERK DEPUTY
COOS COUNTY CLERK
12/22/97
DATE

CONTRIBUTION IS REQUIRED FROM THE COUNTY ROADMASTER THAT ALL ROAD AND DRIVEWAY REQUIREMENTS OF THE COOS COUNTY ZONING AND LAND DEVELOPMENT ORDINANCE HAVE BEEN MET PRIOR TO THE ISSUANCE OF A ZONING COMPLIANCE LETTER FOR A DWELLING.

NEW OR REPLACEMENT DWELLANCES SHALL ESTABLISH AND MAINTAIN A FIREBREAK, FOR A DISTANCE OF AT LEAST 50 FEET IN ALL DIRECTIONS ON THOSE PARCELS BORDERING THE FOREST ZONE.

MM

WATER USE EASEMENT

STATE OF OREGON,) ss.
County of _____

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

Witness my hand and seal of County affixed.

SPACE RESERVED FOR RECORDERS USE

77-105
AFTER RECORDING RETURN TO
Titor Title Insurance
131 N 3rd - Box 1075
Coos Bay, OR 97420-0233

NAME _____ TITLE _____
By _____, Deputy.

Between
C. Dorwin & Janette M. Lovell
63250 Isthmus Hts. Rd.
Coos Bay, OR 97420
And
Len M. & Marni D. Gabel
63318 Isthmus Hts. Rd.
Coos Bay, OR 97420
After recording, return to (Name, Address, Zip):
C. Dorwin & Janette M. Lovell
63250 Isthmus Hts. Rd.
Coos Bay, OR 97420

THIS AGREEMENT made and entered into on _____, by and between C. Dorwin & Janette M. Lovell hereinafter called the first party, and Len M. and Marni D. Gabel hereinafter called the second party, WITNESSETH:

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

T.26, R.13, S.01AD, Tax Lot 1500, commonly known as 63250 Isthmus Hts. Rd., Coos Bay, Oregon 97420, on which is sited a water system capable of abundantly supplying domestic water needs for two households,

Parcel 2, Lovell Final Partition Plat 1997 #36, filed and recorded December 23, 1997, CAB C/231, bearing Microfilm Reel No. 97-09-029, Records of Coos County, Oregon.

and has the unrestricted right to grant the easement hereinafter described relative to the real estate.

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

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

A appurtenant water right for domestic use for the benefit of second parties property legally described as T.26, R.13, S.01AD, Tax Lot 1501, commonly known as 63318 Isthmus Hts. Rd., Coos Bay, Oregon 97420.

(Insert a full description of the nature and type of easement granted by the first party to the second party.)

(OVER)

COOS COUNTY, OREGON REC \$31.00
TERRI TURI, CMC, COUNTY CLERK

12/31/2001 #2001-15740
11:45:51AM 1 OF 2

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The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate. The second party agrees to save and hold the first party harmless from any and all claims of third parties arising from the second party's use of the rights herein granted.

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

Neither first nor second party shall use the water source for any commercial agricultural or livestock venture, nor any other venture that would negatively impact the amount of water available for domestic uses of dominant and/or servient parcels.

Further, second party agrees, prior to selling their parcel, to develop a water system of their own, at which time they shall, in cooperation with first party, extinguish this water use easement.

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

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

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of (check one): the first party; the second party; both parties, share and share alike; both parties, with the first party responsible for _____% and the second party responsible for _____%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

C. Dorwin Lovell
Janette M. Lovell
FIRST PARTY

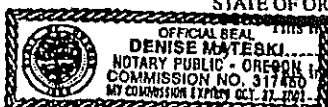
STATE OF OREGON, County of COOS) ss.
This instrument was acknowledged before me on December 28, 2001
by C. Dorwin Lovell & Janette M. Lovell
This instrument was acknowledged before me on _____
by _____
as _____



Denise Matoski
Notary Public for Oregon
My commission expires October 27, 2002

Len M. Gabel
Marni D. Gabel
SECOND PARTY

STATE OF OREGON, County of COOS) ss.
This instrument was acknowledged before me on December 28, 2001
by Len M. Gabel and Marni D. Gabel
This instrument was acknowledged before me on _____
by _____
as _____



Denise Matoski
Notary Public for Oregon
My commission expires 10-27-02



DEPARTMENT OF TRANSPORTATION
DIVISION OF MOTOR VEHICLE SERVICES
3000 LANA AVE NE, SALEM, OREGON 97314

AFFIDAVIT EXEMPTING A MANUFACTURED STRUCTURE FROM TITLE AND REGISTRATION

For new (MCO) or never-titled-in-Oregon structures only.

INSTRUCTIONS:

- 1) Complete all areas of the form and sign before notary;
- 2) Provide duplicate original affidavit to the county where located;
- 3) Surrender the Manufacturer's Certificate of Origin (MCO) or Out-of-State Title to DMV; and
- 4) Mail to: DMV Title Exemption Desk, 1905 Lana Ave NE, Salem, Oregon 97314.

(For County Use) After recording return to: 6-77-105JR
 LOAN #01-0720-005964722-2 AFTER RECORDING
 WASHINGTON MUTUAL BANK RETURN TO
 Titor Title Insurance
 131 N 3rd - Box 1075
 Coos Bay, OR 97420-0233

990 SOUTH 2ND STREET
 COOS BAY, OR 97420

Legal description of manufactured structure:
SEE ATTACHED.

EXEMPT FILE #

YEAR	MAKE	STYLE	VEHICLE IDENTIFICATION NUMBER (VIN)	WIDTH	LENGTH
2002	FUQUA		18244	25' 8"	52'

ACTUAL LOCATION OF STRUCTURE
63318 ISTHMUS HEIGHTS ROAD, COOS BAY, OR 97420

TAX ACCOUNT NUMBER FOR REAL PROPERTY:
5009.06

Legal description and location of real property:

SEE ATTACHED.

PRINTED NAME OF OWNER(S) LEN M. GABEL	OOL/ID/CUSTOMER # 2504090	DATE OF BIRTH 12-26-60	TELEPHONE # (541) 269-7473
PRINTED NAME OF OWNER(S) Marni P. Gabel	OOL/ID/CUSTOMER # 3464485	DATE OF BIRTH 8/12/14	TELEPHONE # (541) 269-7473
RESIDENCE ADDRESS (STREET, CITY, STATE, ZIP CODE) 63318 ISTHMUS HEIGHTS ROAD, COOS BAY, OR 97420			
MAILING ADDRESS (STREET, CITY, STATE, ZIP CODE) SAME			
SECURITY INTEREST HOLDER NAME AND ADDRESS WASHINGTON MUTUAL BANK 990 SOUTH 2ND STREET, COOS BAY, OR 97420			
SECURITY INTEREST HOLDER NAME AND ADDRESS			

CERTIFICATIONS

I certify that in accordance with ORS 820.510:

- The same person owns the manufactured structure and the real property on which the manufactured structure is or will be situated;
- The manufactured structure is or will be affixed to the real property and subject to taxation by the county in which it is located as an improvement to the real property;
- Each person with a security interest in the manufactured structure and each person with a security interest in the real property approves the exemption from registration and titling; and
- A duplicate original of the affidavit is being submitted for recording to the county clerk for the county in which the real property is located.

SIGNATURE OF OWNER
K *Len M. Gabel*

SIGNATURE OF OWNER
K *Marni P. Gabel*

Subscribed, sworn and acknowledged before me this 28th day of December 2001 YEAR

NOTARY

Denise Mateski
SIGNATURE OF NOTARY PUBLIC



My commission expires 10-27-02

#2002-4988
1 OF 2
04/17/2002
11:27:21AM

REC \$31.00
COOS COUNTY, COQUILLE
TERRI L. TURL, COOS COUNTY CLERK

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TICOR TITLE INSURANCE

LEGAL DESCRIPTION

6-77-105

Parcel 2, Lovell Final Partition Plat 1997 #36, filed and recorded December 23, 1997, CAB C/231, bearing Microfilm Reel No. 97-09-029, Records of Coos County, Oregon.

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COOS COUNTY, COQUILLE REC \$31.00
TERRI L. TURI, COOS COUNTY CLERK

04/17/2002 #2002-4988
11:27:21AM 2 OF 2

RECORDING COVER SHEET (Please print or type)
This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

After Recording Return To:
GUILD MORTGAGE COMPANY - ATTN: DMD
[Name]

[Attention]
5898 COPLEY DRIVE
[Street Address]
SAN DIEGO, CA 92111
[City, State Zip Code]

**RECORDED BY
FIRST AMERICAN TITLE**

1958751

_____[Space Above This Line For Recording Data]_____

Loan No.: 198-2000581

1. **TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)**
Deed of Trust
2. **DIRECT PARTY/GRANTOR(S) ORS 205.125(1)(b) and 205.160.** Grantor(s) address(es) ORS 205.234 1(b)
DENNIS R HOLMAN AND REGINA K HOLMAN, HUSBAND AND WIFE
PO BOX 1654, COOS BAY, OR 97420
3. **INDIRECT PARTY/GRANTEE(S) ORS 205.125(1)(a) and 205.160.** Grantee(s) address(es) ORS 205.234 1(b)
NORTHWEST TRUSTEE SERVICES, INC.
MERS (Mortgage Electronic Registration Systems, Inc.)
13555 SE 36TH ST, SUITE 100, BELLEVUE, WA 98006
4. **TRUE AND ACTUAL CONSIDERATION ORS 93.030(5) – Amount in dollars or other**
\$ 162,000.00 Other
5. **UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS ORS 93.260**
PO BOX 1654
COOS BAY, OR 97420
6. **SATISFACTION OF ORDER or WARRANT ORS 205.125(1)(e)**
CHECK ONE: FULL
(If applicable) PARTIAL
 NOT APPLICABLE
7. **The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)**
(IF APPLICABLE) \$154,660.00
8. **If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.444: "RERECORDED TO CORRECT**
PREVIOUSLY RECORDED IN BOOK _____ AND PAGE _____
OR AS FEE NUMBER _____ ." (IF APPLICABLE)



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After Recording Return To:
GUILD MORTGAGE COMPANY - ATTN:
DMD
[Name]

[Attention]
5898 COPLEY DRIVE
[Street Address]
SAN DIEGO, CA 92111
[City, State Zip Code]

Until change is requested, all tax statements shall
be sent to the following address:
PO BOX 1654
[Street Address]
COOS BAY, OR 97420
[City, State Zip Code]

Tax Account Number: 500906

[Space Above This Line For Recording Data]

FHA Case No.
4315635160703

Loan No.: 198-2000581

MIN: 100019919820005815

OREGON DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is given on October 30, 2012. The grantor is DENNIS R HOLMAN AND REGINA K HOLMAN, HUSBAND AND WIFE ("Borrower"). The trustee is NORTHWEST TRUSTEE SERVICES, INC. ("Trustee"). The lender is GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION, which is organized and existing under the laws of CALIFORNIA, and whose address is 5898 COPLEY DRIVE, SAN DIEGO, CA 92111 ("Lender"). The beneficiary under this Security Instrument is Mortgage Electronic Registration Systems, Inc. ("MERS"). MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. Borrower owes Lender the principal sum of One Hundred Fifty Four Thousand Six Hundred Sixty and 00/100ths Dollars (U.S. \$154,660.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2042. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in COOS County, Oregon:

Oregon Deed of Trust
FHA MERS Modified
The Compliance Source, Inc.
www.compliancesource.com

Page 1 of 10

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TERRI L. TURI, CCC, COUNTY CLERK
TOTAL \$108.00

10/31/2012 03:10:32PM
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2012 9350

PARCEL 2, LOVELL FINAL PARTITION PLAT 1997 #36, FILED AND RECORDED DECEMBER 23, 1997 CAB C/231, BEARING MICROFILM REEL NO. 97-09-029, RECORDS OF COOS COUNTY, OREGON.

which currently has the address of 63318 ISTHMUS HEIGHTS ROAD

COOS BAY [City], [Street] Oregon 97420 [Zip Code] ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

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TOTAL \$106.00

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If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order of Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear expected. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and

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TOTAL \$106.00

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preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. § 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

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TOTAL \$108.00

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(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 90 days from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 90 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice

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to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under Paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

20. **Substitute Trustee.** Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. **Attorneys' Fees.** As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

22. **Protective Advances.** This Security Instrument secures any advances Lender, at its discretion, may make under Paragraph 7 of this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.

23. **Required Evidence of Property Insurance.**

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere. You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

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The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Condominium Rider
- Planned Unit Development Rider
- Other [specify] **Manufactured Housing: Unit Rider to the Security Instrument (Unit to Become Affixed)**
- Graduated Payment Rider
- Growing Equity Rider

The following signature(s) and acknowledgment(s) are incorporated into and made a part of this Oregon Deed of Trust dated October 30, 2012 between DENNIS R HOLMAN AND REGINA K HOLMAN, HUSBAND AND WIFE, GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION and NORTHWEST TRUSTEE SERVICES, INC..

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Dennis R. Holman (Seal)
DENNIS R HOLMAN -Borrower
[Printed Name]

Regina K Holman (Seal)
REGINA K HOLMAN -Borrower
[Printed Name]

_____ (Seal)
-Borrower
[Printed Name]

_____ (Seal)
-Borrower
[Printed Name]

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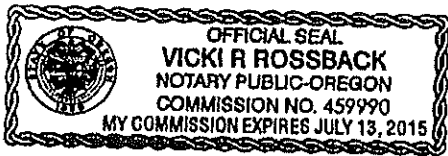
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ACKNOWLEDGMENT

State of OR
County of COOS

§
§
§

This instrument was acknowledged before me on Oct 30 2012 by
DENNIS R HOLMAN.



(Seal)

Vicki R Rossback
Signature of Notarial Officer
Vicki R Rossback
Printed Name
Esquire Officer
Title or Rank

My Commission Expires: 7/13/15

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ACKNOWLEDGMENT

State of OR
County of COOS

§
§
§

This instrument was acknowledged before me on 10/30/12 by REGINA K HOLMAN.



[Signature]
Signature of Notarial Officer

Vicki R Rossback
Printed Name

Escondido Officer
Title (and Rank)

My Commission Expires: 7/13/15

(Seal, if any)

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Loan No.: 198-2000581

(Attach to Security Instrument)

**MANUFACTURED HOUSING UNIT RIDER TO THE
MORTGAGE / DEED OF TRUST / SECURITY
INSTRUMENT
(Manufactured Housing Unit to Become Affixed)**

THIS RIDER is made this 30th day of October, 2012, and is incorporated into and shall be deemed to amend and supplement the Mortgage/Deed of Trust/Security Instrument (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION (the "Note Holder") of the same date (the "Note") and covering the land described in the Security Instrument as:

**PARCEL 2, LOVELL FINAL PARTITION PLAT 1997 #36, FILED AND RECORDED DECEMBER 23,
1997 CAB C/231, BEARING MICROFILM REEL NO. 97-09-029, RECORDS OF COOS COUNTY,
OREGON.**
[Legal Description]

which currently has the address of:
63318 ISTHMUS HEIGHTS ROAD, COOS BAY, OR 97420
[Property Address]

together with the Manufactured Housing Unit described as follows which shall be a part of the real property:

Make: Fuqua
Model: 409
Year: 2002
Vehicle Identification
and/or Serial Number(s): 18244
Width & Length: 27X52

Manufactured Housing Unit Rider to the Mortgage/Deed of Trust/Security Instrument
(Manufactured Housing Unit to Become Affixed) (Multistate)
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MODIFICATIONS. In addition to the covenants and agreements made in the Security Instrument, Borrower(s) further covenant and agree as follows, for themselves, their heirs and assigns to the Note Holder:

A. Property:

"Property" shall encompass the Manufactured Housing Unit described above that is or that will become affixed to the land legally described herein.

B. Additional Covenants of Borrower(s):

- (a) Borrower(s) covenant and agree that Borrower(s) will comply with all State and local laws and regulations regarding the affixation of the Manufactured Housing Unit to the land described herein including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Housing Unit as real property under State and local law.
- (b) Borrower(s) covenant and agree that the Manufactured Housing Unit described above shall be, at all times, and for all purposes, permanently affixed to and part of the land legally described herein and shall not be removed from said land.
- (c) Borrower(s) covenant and agree that affixing the Manufactured Housing Unit to the land legally described herein does not violate any zoning laws or other local requirements applicable to manufactured homes.
- (d) In the event state or local law does not provide for a surrender of title, Borrower grants Lender a security interest in the Manufactured Housing Unit and shall execute such documents as Lender may request to evidence Lender's security interest therein.



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BY SIGNING THIS, Borrower(s) agree to all of the above.

Dennis R. Holman (Seal)
DENNIS R HOLMAN -Borrower

Regina K Holman (Seal)
REGINA K HOLMAN -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Manufactured Housing Unit Rider to the Mortgage/Deed of Trust/Security Instrument
(Manufactured Housing Unit to Become Affixed) (Multistate)
—THE COMPLIANCE SOURCE, INC.—
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