



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

Official Use Only

Fee 700<sup>00</sup>  
Receipt No. 214583  
Check No./Cash 2014  
Date 3/25/20  
Received By LMB  
File No. PLA-20-006

**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): David & Lisa Johnson Telephone: \_\_\_\_\_  
Address: 92246 Hall Creek Lane  
City/State: Myrtle Point, OR Zip Code: 97458  
Lien Holder(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Township: 29S Section: 10  
Range: 13W Tax Lot: 100  
Tax Account: 1181501 Zoning District: F  
Initial Lot Size: 51.21 acres Adjusted Lot Size: 41.21 ac.

**B. Property 2:**

Owner(s): Thomas & Bridgett Wheeler Telephone: 541-297-2165  
Address: 92305 Hall Creek Lane  
City/State: Myrtle Point, OR Zip Code: 97458  
Lien Holder(s): First Community Credit Union  
Address: 2002 Inland Dr.  
City/State: North Bend, OR Zip Code: 97459  
Township: 29S Section: 10  
Range: 13W Tax Lot: 302  
Tax Account: 1182203 Zoning District: F  
Initial Lot Size: 25.64 acres Adjusted Lot Size: 35.64 ac

**C. Applicant:**

Name: Thomas Wheeler Telephone: 541-297-2165  
Address: 92305 Hall Creek Lane  
City/State: Myrtle Point, OR Zip Code: 97458

**D. Surveyor**

Name/Company: Troy Rambo Telephone: 541-751-8900  
Address: P.O. Box 809  
City/State: North Bend, OR Zip Code: 97459

**E. Purpose of the Property Line Adjustment**

The purpose of this adjustment is for land management purposes.

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**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 affect on existing easements or access. Access shall not be eliminated through a property line adjustment process. If an access is potentially affected then an easement may be created for access to comply with this criterion.

#### **SECTION 6.3.175 MAPPING AND FILING REQUIREMENTS:**

##### **1. Map and Monuments Required:**

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

##### **2. Approval and Filing Requirements:**

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

- fee. The survey map will be given a filing number which will be added to the Property Line Adjustment deed. The deed will then be recorded whereupon the recording number for said deed will be added to the face of the survey map. Said map will then be filed with the County Surveyor, completing the process.
- f. The property line adjustment deed must be submitted on the exact format found in Figure 1 below.

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

I hereby attest that I am authorized to make the application for a 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 1

  
Property 2

**FEES**

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 1

  
Property 2

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 1

  
Property 2

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

[Signature]  
Property 1

[Signature]  
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.

[Signature]  
Property 1

[Signature]  
Property 2

[Signature]  
Applicant(s) Original Signature  
3-15-2020  
Date

[Signature]  
Applicant(s) Original Signature  
3-16-2020  
Date

[Signature]  
Applicant(s) Original Signature  
3-15-2020  
Date

[Signature]  
Applicant(s) Original Signature  
3/16/2020  
Date



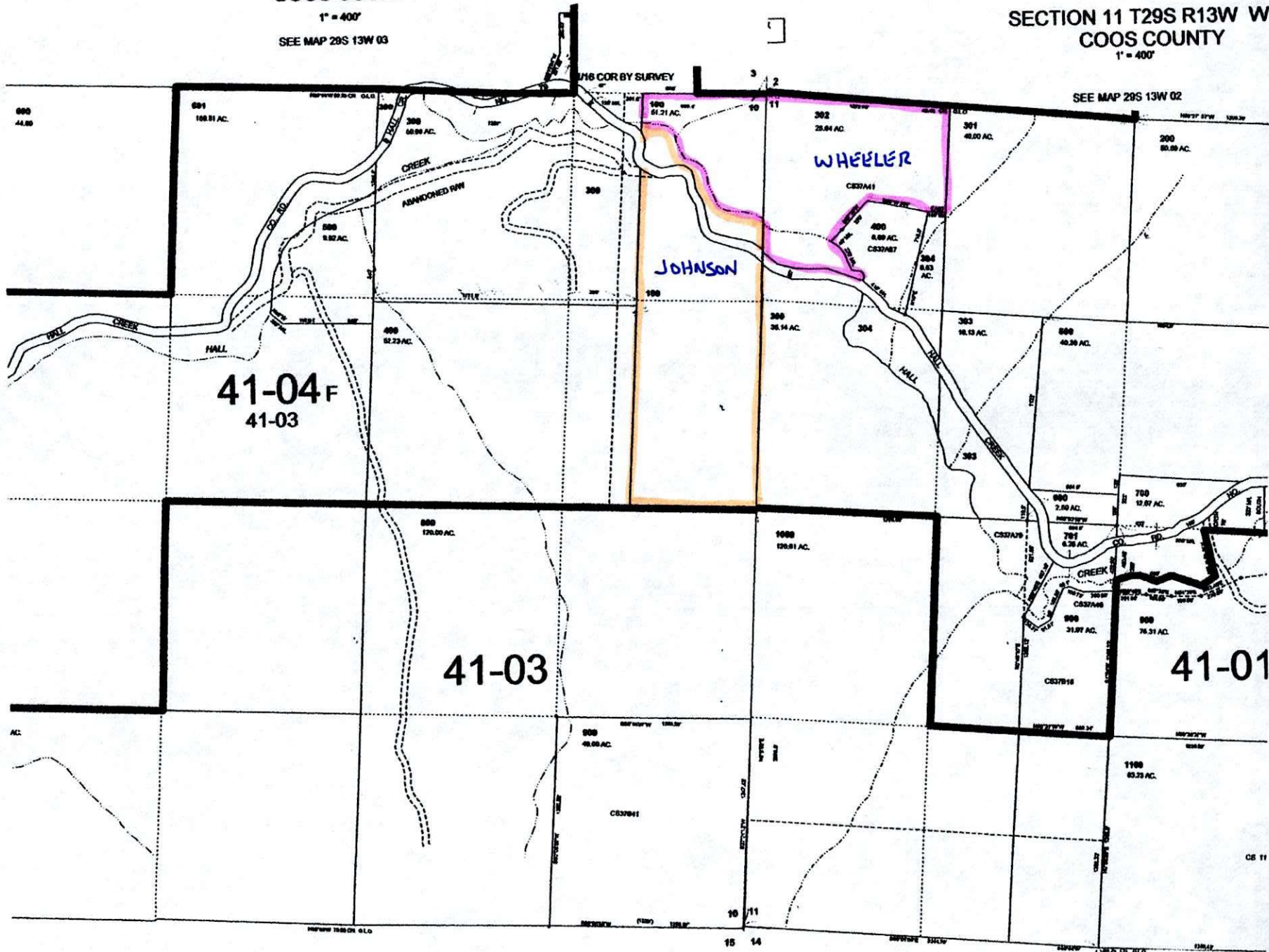
SECTION 10 T29S R13W W.M.  
COOS COUNTY

1" = 400'

SEE MAP 29S 13W 03

SECTION 11 T29S R13W W  
COOS COUNTY

1" = 400'



AFTER ADJUSTMENT

SEE MAP 29S 13W 14

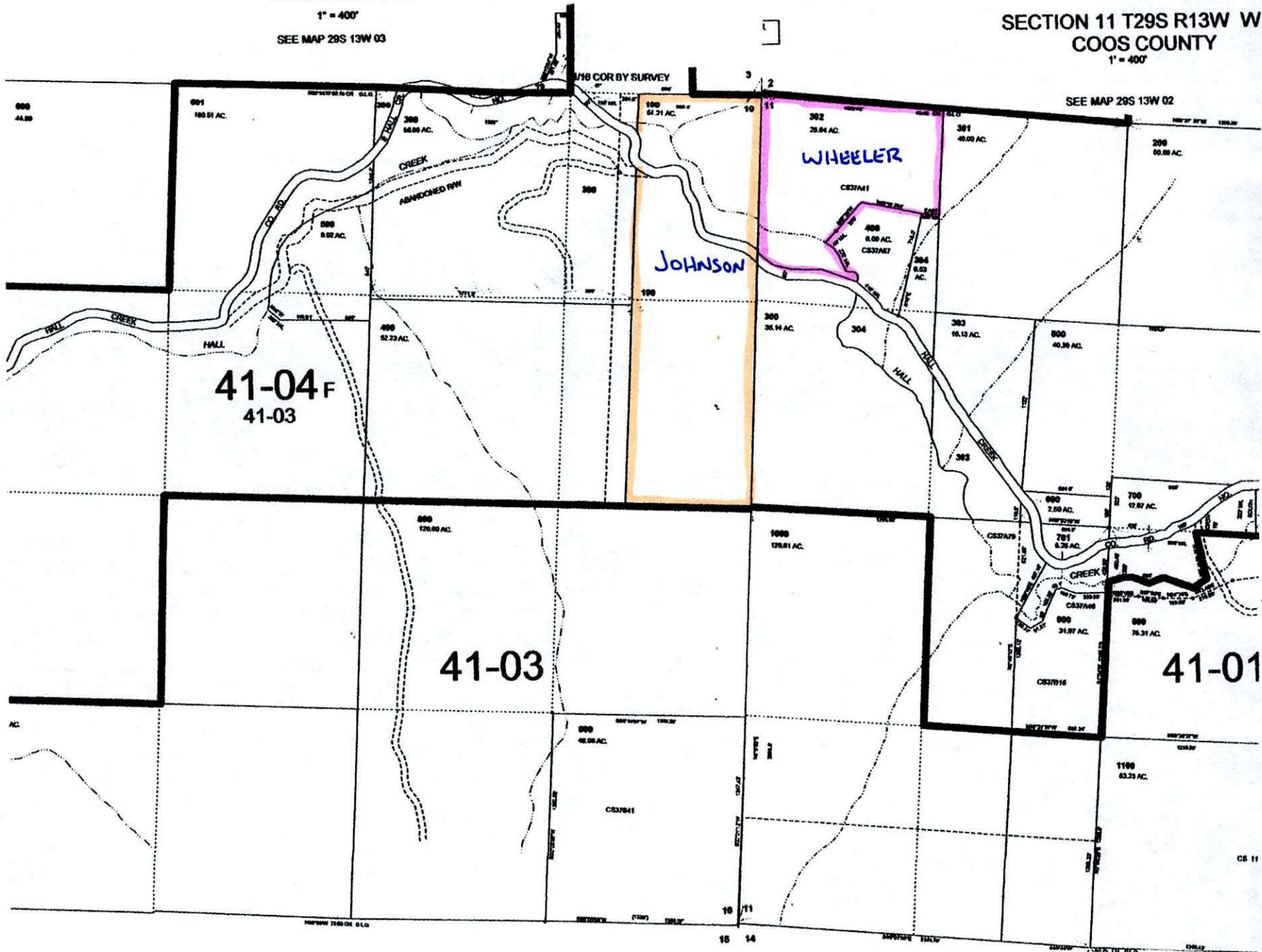
SECTION 10 T29S R13W W.M.  
COOS COUNTY

1" = 400'

SEE MAP 29S 13W 03

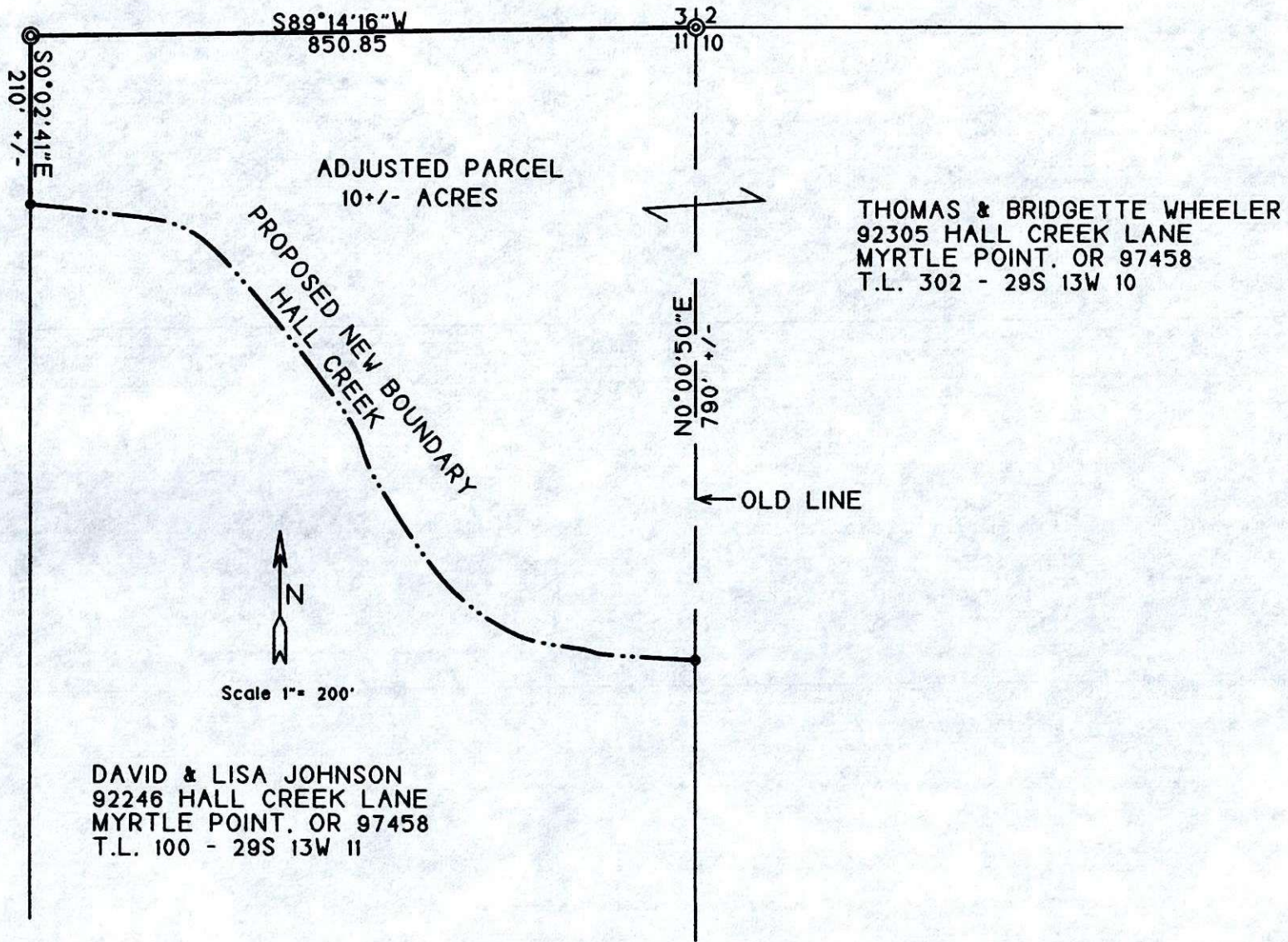
SECTION 11 T29S R13W W  
COOS COUNTY

1" = 400'



BEFORE ADJUSTMENT

SEE MAP 29S 13W 14



THOMAS & BRIDGETTE WHEELER  
92305 HALL CREEK LANE  
MYRTLE POINT, OR 97458  
T.L. 302 - 29S 13W 10

DAVID & LISA JOHNSON  
92246 HALL CREEK LANE  
MYRTLE POINT, OR 97458  
T.L. 100 - 29S 13W 11



300 W Anderson  
(541)269-5127

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

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

**Customer Ref.:** \_\_\_\_\_  
**Order No.:** 360620030355  
**Effective Date:** March 6, 2020 at 08:00 AM  
**Charge:** \$300.00

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:

Warren H. Wheeler, Jr., Carol Ann Wheeler, Thomas Wayne Wheeler and Bridgette L. Wheeler, as their interests may appear

**Premises.** The Property is:

**(a) Street Address:**

92305 Hall Creek Lane, Myrtle Point, OR 97458

**(b) Legal Description:**

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

**Part Two - Encumbrances**

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

**EXCEPTIONS**

1. Unpaid Property Taxes with partial payment are as follows:

Fiscal Year: 2019-2020  
Original Amount: \$2,114.07  
Unpaid Balance: \$9.40, plus interest, if any  
Levy Code: 4105  
Account No.: 1182203  
Map No.: 29-13-11 302

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.

2. The Land has been classified as Forest, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
3. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads, alleys and highways.
4. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of Hall Creeks and streams and tributaries.

Any adverse claim based on the assertion that any portion of the subject land has been created by artificial means or has accreted to such portions so created, or based on the provisions of ORS 274.905 through 274.940.

Any adverse claim based on the assertion that any portion of the subject land is now or at any time has been below the ordinary high water line of Hall Creeks and streams and tributaries.

Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of Hall Creeks and streams and tributaries.

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

Granted to: Coos Curry Electric Cooperative Inc  
Recording Date: May 12, 1977  
Recording No: 77-5-7316

6. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Coos Curry Electric Cooperative Inc  
Recording Date: May 12, 1977  
Recording No: 77-5-7317

7. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Duane Barzee and Jerri M. Barzee  
Recording Date: February 24, 1978  
Recording No: 78-3-00790

8. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Thomas A. Wheeler  
Recording Date: September 23, 2005  
Recording No: 2005-14518

9. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Coos Curry Electric Cooperative Inc  
Recording Date: February 25, 2009  
Recording No: 2009-1613

10. A judgment for installment payments of spousal and/or child support, to be made by:

Amount: \$149.00  
Debtor: Thomas Wayne Wheeler  
Creditor: Shawn Renea Wheeler  
Date entered: July 21, 2004  
County: Coos  
Court: Circuit  
Case No.: 04DM0488

11. A judgment for installment payments of spousal and/or child support, to be made by:

Amount: \$700.00  
Debtor: Warren Harold Wheeler  
Creditor: Carol Ann Wheeler  
Date entered: November 30, 2009  
County: Coos  
Court: Circuit  
Case No.: 09DM0514

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

Amount: \$50,000.00  
Dated: July 12, 2013  
Trustor/Grantor: Thomas W. Wheeler and Bridgett L. Wheeler  
Trustee: First American Title  
Beneficiary: First Community Credit Union  
Recording Date: July 17, 2013  
Recording No.: 2013-6943

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

13. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by

the Public Records.

14. Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.

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

Fiscal Year: 2019-2020  
Amount: \$1,686.63  
Levy Code: 4105  
Account No.: 99919162  
Map No.: 29-13-11 302  
Personal Property Account assessed to Wheeler Excavating LLC

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.

15. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

**End of Reported Information**

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

John Beaver  
541-269-5127  
john.beaver@ticortitle.com  
Ticor Title Company of Oregon  
300 W Anderson  
Coos Bay, OR 97420

**EXHIBIT "A"**  
Legal Description

Beginning at the Northwest corner of Section 11 in Township 29 South, Range 13 West of the Willamette Meridian, Coos County, Oregon and running then East along the North line of the NW 1/4 NW 1/4 to the Northeast corner thereof; then South along the East line of said NW 1/4 NW 1/4 to a point due East of the Northeast corner of that property recorded on Coos County Clerk's Microfilm Reel No. 78-3-00790 in the name of Duane and Jerri M. Barzee; then West 155 feet more or less to said Barzee corner; then North 80° 00' West 384.00 feet to Barzees' Northwest corner; then South 37° 30' West 310 feet more or less to the center of Hall Creek; then downstream along the thread of the stream to the Northerly right-of-way line of Hall Creek County Road; then Westerly along the Northerly right-of-way of said County Road to the West line of said Section 11, North along the Section line to the point of beginning.



**LIMITATIONS OF LIABILITY**

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

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

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

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

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

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

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

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

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

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

END OF THE LIMITATIONS OF LIABILITY

# COOS County Assessor's Summary Report

## Real Property Assessment Report

FOR ASSESSMENT YEAR 2020

**NOT OFFICIAL VALUE**

March 6, 2020 7:17:09 am

**Account #** 1182203  
**Map #** 29S13110000302  
**Code - Tax #** 4105-1182203

**Tax Status** ASSESSABLE  
**Acct Status** ACTIVE  
**Subtype** NORMAL

**Legal Descr** See Record

**Mailing Name** WHEELER, THOMAS W. & BRIDGETT L.

**Deed Reference #** See Record

**Agent**

**Sales Date/Price** See Record

**In Care Of**

**Appraiser**

**Mailing Address** 92305 HALL CREEK LN  
 MYRTLE POINT, OR 97458-8723

**Prop Class** 641      **MA**   **SA**   **NH**   **Unit**  
**RMV Class** 601      05   22   RRL   20965-1

Situs Address(s)	Situs City
ID# 30 92305 HALL CREEK LN	MYRTLE POINT

Code Area	RMV	MAV	Value Summary			RMV Exception	CPR %
			AV	SAV	MSAV		
4105 Land	75,661					Land	0
Impr.	345,030					Impr.	0
<b>Code Area Total</b>	<b>420,691</b>	<b>200,480</b>	<b>222,372</b>	<b>28,411</b>	<b>21,892</b>		<b>0</b>
<b>Grand Total</b>	<b>420,691</b>	<b>200,480</b>	<b>222,372</b>	<b>28,411</b>	<b>21,892</b>		<b>0</b>

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown		Size	Land Class	LUC	Trended RMV
						TD%	LS				
4105	70	<input checked="" type="checkbox"/>		F	Designated Forest Land	100	A	3.00	B	006*	2,618
4105	30	<input type="checkbox"/>		F	Designated Forest Land	100	A	20.04	B	006*	17,493
4105	60	<input checked="" type="checkbox"/>		F	Forest Site	100	A	1.00	AVF	006*	4,300
4105	40	<input type="checkbox"/>		F	Market	100	A	0.60	MV	003	2,910
4105	50	<input checked="" type="checkbox"/>		F	Rural Site	100	A	1.00	HS2	003	44,340
4105					SITE AMENTIES	100					4,000
<b>Grand Total</b>								<b>25.64</b>			<b>75,661</b>

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown		Total Sq. Ft.	Ex% MS Acct #	Trended RMV
					TD%				
4105	3	2008	303	General Purpose Building	100		975		16,020
4105	1	1900	123	Two story-Class 2	100		1,560		44,660
4105	2	2009	153	Two story-Class 5	100		2,804		284,350
<b>Grand Total</b>							<b>5,339</b>		<b>345,030</b>

Code Area	Type
<b>Exemptions/Special Assessments/Potential Liability</b>	
<b>NOTATION(S):</b>	
<ul style="list-style-type: none"> <li>■ FARM/FOREST POT'L ADD'L TAX LIABILITY FOREST</li> <li>■ FIRE PATROL ADDED 2014 AFFIDAVIT #20303 - #1182293 COMBINED INTO #1182203 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION</li> </ul>	
4105	
<b>FIRE PATROL:</b>	
■ FIRE PATROL SURCHARGE	Amount 47.50      Year 2020
■ FIRE PATROL TIMBER	Amount 39.67      Acres 24.64      Year 2020

**PP Account(s):** 4105-99919162

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

**Pay Online Now with Credit Card or Check**

6-Mar-2020

WHEELER, THOMAS W. & BRIDGETT L.  
 92305 HALL CREEK LN  
 MYRTLE POINT, OR 97458-8723

Tax Account #	1182203	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	4105
Situs Address	92305 HALL CREEK LN MYRTLE POINT, OR 97458	Interest To	Mar 15, 2020

**Tax Summary**

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2019	ADVALOREM	\$9.40	\$9.40	\$0.00	\$0.00	\$2,114.07	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,060.54	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,014.92	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,961.27	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,916.61	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,903.71	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$174.79	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$171.53	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$165.45	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$146.72	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$143.72	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$168.24	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$127.62	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$125.74	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$126.86	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$120.42	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$79.75	Nov 15, 2003
<b>Total</b>		\$9.40	\$9.40	\$0.00	\$0.00	\$13,521.96	

**TAX NOTATION...**

NOTATION CODE	DATE ADDED	DESCRIPTION
SPLIT CODE	4-Jun-2014	AFFIDAVIT #20303 - #1182293 COMBINED INTO #1182203 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION

**COOS COUNTY ASSESSOR  
REAL PROPERTY ACCOUNT NAMES**

3/6/2020 7:17:52 AM

**Account #** 1182203  
**Map** 29S1311-00-00302  
**Owner** WHEELER, THOMAS W. & BRIDGETT L.  
92305 HALL CREEK LN  
MYRTLE POINT, OR 97458-8723

---

<b>Name Type</b>	<b>Name</b>	<b>Ownership Type</b>	<b>Own Pct</b>
OWNER	WHEELER, THOMAS W. & BRIDGETT L.	OWNER	100.00

**COOS COUNTY ASSESSOR**  
**Personal Property Assessment Report**  
 FOR ASSESSMENT YEAR 2020  
 NOT OFFICIAL VALUE

Mar 06, 2020 07:18:08 AM

**Account #** 99919162

**Tax Status** ASSESSABLE

**Acct Status** ACTIVE

**Subtype**

**Owner** WHEELER EXCAVATING LLC

**Agent**

**In Care Of** C/O TOM & BRIDGETT WHEELER

**Mailing Address**

92305 HALL CREEK LN  
 MYRTLE POINT, OR 97458-8723

**Business Class** CONTR/ROAD-EXC/ROAD  
 MAINTENCE

**Return Mailed** 12-31-2019

**Filing Date**

**Extension Date**

**Last Voucher** 12-19-2019

**Process Code**

Value Summary				
Code Area	Tax Acct #	AV	RMV	RMV Exception
4105	99919162	183,120	183,120	0
<b>Grand Totals</b>		<b>183,120</b>	<b>183,120</b>	<b>0</b>

**Situs Addresses:**

Code Area 4105

Real 1182203 : 29S13110000302 92305 HALL CREEK LN MYRTLE POINT, OR 97458

**Comments:**

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

6-Mar-2020

WHEELER EXCAVATING LLC  
 C/O TOM & BRIDGETT WHEELER  
 92305 HALL CREEK LN  
 MYRTLE POINT, OR 97458-8723

Tax Account #	99919162	Lender Name	
Account Status	A	Loan Number	
Roll Type	Personal	Property ID	4105
Situs Address	92305 HALL CREEK LN MYRTLE POINT, OR 97458	Interest To	Mar 15, 2020

**Tax Summary**

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,686.63	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$687.46	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,107.85	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$779.46	Nov 15, 2016
	<b>Total</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$4,261.40	

**COOS COUNTY ASSESSOR  
PERSONAL ACCOUNT NAMES**

3/6/2020 7:18:27 AM

**Account #** 99919162  
**Owner** WHEELER EXCAVATING LLC  
C/O TOM & BRIDGETT WHEELER  
92305 HALL CREEK LN  
MYRTLE POINT, OR 97458-8723

---

<b>Name Type</b>	<b>Name</b>	<b>Ownership Type</b>	<b>Own Pct</b>
OWNER	WHEELER EXCAVATING LLC		
MEMBER	WHEELER, TOM		
MEMBER	WHEELER, BRIDGETT		



EOB

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



Grantor's Name and Address

Grantor's Name and Address

After recording, return to (Name, Address, Zip):  
 Tom Wheeler  
 243 Bender St  
 Myrtle Point Or 97458

Until requested otherwise, send all tax statements to (Name, Address, Zip):  
 Same as above

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON, } ss.  
County of \_\_\_\_\_

I certify that the within instrument was received for record 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 said County.

Witness my hand and seal of County affixed.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
By \_\_\_\_\_, Deputy.

**BARGAIN AND SALE DEED**

KNOW ALL BY THESE PRESENTS that Thomas W. Wheeler

hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto Thomas W. Wheeler and Bridget L. Wheeler Husband and wife, hereinafter called grantee, and unto grantee's heirs, successors and assigns, all of that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in COOS County, State of Oregon, described as follows, to-wit:

Beginning at the Northwest Corner of Section II in Township 29 South, Range 13 West of the Willamette Meridian in Coos County, Ore. and running then East along the North line of the ~~North~~ to the Northeast corner thereof; then South along the East line of said ~~North~~ to a point Due East of the Northeast corner of that property recorded on Coos County Clark's Microfilm Reel No. 78-3-00790 in the name of Jerry & Barbara Galloway; then West 153 feet more or less to said Galloway corner; then North 80 00' West 384.00 Feet to Galloways' Northwest corner; then South 37 30' West 310 feet more or less to the center of Hall Creek; then downstream along the thread of the stream to the northerly right-of-way line of the Hall Creek County Road; then westerly along the Northerly right-of-way of said County Road to the West line of said Section II; North along the Section line to the point of beginning.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ None. However, the actual consideration consists of or includes other property or value given or promised which is  part of the  the whole (indicate which) consideration. (The sentence between the symbols ©, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument on 2-27-08; if grantor 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 order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING 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.

Thomas W. Wheeler  
Thomas W. Wheeler

STATE OF OREGON, County of COOS ss. Feb. 27, 2008  
This instrument was acknowledged before me on \_\_\_\_\_  
by Thomas W. Wheeler  
This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



T. Tucker  
Notary Public for Oregon  
My commission expires 7-9-10

NO

97 12 0873

Warren Wheeler & Carol Ann Wheeler  
 HC84 Box 2H24  
 Myrtle Point, OR 97458  
Grantor's Name and Address

Thomas Wayne Wheeler  
 221 A Street  
 Myrtle Point, OR 97458  
Grantor's Name and Address

After recording, return to (Name, Address, Zip):  
 Tom Wheeler  
 221 A Street  
 Myrtle Point, OR 97458

Until requested otherwise, send all tax statements to (Name, Address, Zip):  
 Tom Wheeler  
 221 A Street  
 Myrtle Point, OR 97458

SPACE RESERV FOR RECORDERS

RECORDING # 97120873  
 I, Mary Ann Wilson,  
 Coos County Clerk, certify  
 the within instrument  
 was filed for record at



1:40 ON 12/22/1997  
J. WILSON

By \_\_\_\_\_ Deputy

# pages 1 Fee \$ 33.00

WARRANTY DEED - SURVIVORSHIP

KNOW ALL BY THESE PRESENTS that Warren & Carol Wheeler ( husband and wife )  
 hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by Thomas Wayne Wheeler

hereinafter called grantees, does hereby grant, bargain, sell and convey unto the grantees, not as tenants in common but with the right of survivorship, their assigns and the heirs of the survivor of the grantees, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Coos County, State of Oregon, described as follows, to-wit: Beginning at the Northwest Corner of Section II in Township 29 South, Range 13 West of the Willamette Meridian in Coos County, Ore. and running then East along the North line of the NW1/4NW1/4 to the Northeast corner thereof; then South along the East line of said NW1/4NW1/4 to a point Due East of the Northeast corner of that property recorded on Coos County Clerk's Microfilm Reel No. 78-3-00790 in the name of Jerry & Barbara Galloway; then West 155 feet more or less to said Galloway corner; then North 80 00' West 384.00 Feet to Galloways' Northwest corner; then South 37 30' West 310 feet more or less to the center of Hall Creek; then downstream along the thread of the stream to the northerly right-of-way line of the Hall Creek County Road; then westerly along the Northerly right-of-way of said County Road to the West line of said Section II; North along the Section line to the point of beginning.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto grantees, their assigns and the heirs of such survivor, forever; provided that grantees herein do not take the title in common but with the right of survivorship, that is, that the fee shall vest absolutely in the survivor of the grantees.

And grantor hereby covenants to and with grantees, their assigns, and the heirs of such survivor, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except (if no exceptions, so state): no exceptions

\_\_\_\_\_ and that grantor will warrant and forever defend the premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 5,000.00.  However, the actual consideration consists of or includes other property or value given or promised which is  part of the  the whole (indicate which) consideration.  (The sentence between the symbols , if not applicable, should be deleted. See ORS 93.030.)

In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed applies equally to corporations and to individuals.

In witness whereof, grantor has executed this instrument this 19 day of December, 1997; if grantor 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 order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Carol Ann Wheeler  
Warren Wheeler  
for who

STATE OF OREGON, County of Coos ) ss.  
 This instrument was acknowledged before me on Dec 19 1997  
 by Warren Wheeler, Thomas Wayne Wheeler, Carol Wheeler  
 This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,  
 by \_\_\_\_\_  
 as \_\_\_\_\_  
 of \_\_\_\_\_



Rose  
 Notary Public for Oregon  
 My commission expires 3/12/2001

2085

OK

BARGAIN AND SALE DEED



KNOW ALL MEN BY THESE PRESENTS, That ROBERT LYNN SCHRADER,

hereinafter called grantor, WARREN H. WHEELER, JR. and CAROL ANN WHEELER, husband and wife hereinafter called grantees, and unto grantees heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of COOS, State of Oregon, described as follows, to-wit:

Beginning at the Northwest corner of Section 11 in Township 29 South, Range 13 West of the Willamette Meridian in Coos County, Oregon and running then East along the North line of the NW1/4 to the Northeast corner thereof; then South along the East line of said NW1/4 to a point Due East of the Northeast corner of that property recorded on Coos County Clerk's Microfilm Reel No. 78-3-00790 in the name of Duano and Jerri M. Barzee; then West 155 feet more or less to said Barzee corner; then North 80'00" West 384.00 feet to Barzees' Northwest corner; then South 37°30' West 310 feet more or less to the center of Hall Creek; then downstream along the thread of the stream to the northerly right-of-way line of the Hall Creek County Road; then Westerly along the Northerly right-of-way of said County Road to the West line of said Section 11; North along the Section line to the point of beginning.

State of Oregon 87-5-5549  
County of Coos

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

Sept 14 3:15pm '87  
By D Taylor Deputy  
#pages 1 Fee \$ 5-7-

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantees and grantees heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$12,000.00

However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 9th day of September, 1987; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereby by order of its board of directors.

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.

Robert Lynn Schrader  
Robert Lynn Schrader

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON } ss.  
County of Coos

The foregoing instrument was acknowledged before me this 9th day of September, 1987 by

Robert Lynn Schrader  
Notary Public for Oregon  
My commission expires: 9/17/89

STATE OF OREGON, County of ) ss.  
The foregoing instrument was acknowledged before me this

19 day of , by president, and by secretary of

a corporation, on behalf of the corporation.

Notary Public for Oregon (SEAL)

My commission expires: (If executed by a corporation, affix corporate seal)

G: Robert Lynn Schrader  
HC 84, Box 1H12  
Myrtle Point, OR 97458  
GRANTOR'S NAME AND ADDRESS

Warren and Carol Wheeler  
HC 84, Box 2H24  
Myrtle Point, OR 97458  
GRANTEES NAME AND ADDRESS

After recording return to:  
WYOMING VALLEY TITLE  
454 Commercial #1672PEJ  
Coos Bay Oregon 97420-2293

Until a change is requested all our statements shall be sent to the following address:  
Grantee  
NAME, ADDRESS, ZIP

STATE OF OREGON, } ss.

County of I certify that the within instrument was received for record on the day of 19, at o'clock M., and recorded in book/reel/volume No. on page or as fee/title/instrument/microfilm/reception. Record of Deeds of said county.

Witness my hand and seal of County affixed.

By Deputy

SPACE RESERVED FOR RECORDER'S USE

77 5 07316

DUANE BARZEE

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, for a good and valuable consideration, the receipt thereof acknowledged, do hereby grant unto Coos-Curry Electric Cooperative, Inc., a cooperative corporation, whose post office address is P. O. Box 460, Coquille, Oregon, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Coos, State of Oregon, and more particularly described as follows:

NW 1/4 NW 1/4 SECTION 11,  
TOWNSHIP 29 SOUTH,  
RANGE 13 WEST W.M.

and to construct, operate and maintain on the above described land and/or upon all streets, roads, or highways abutting said lands, an electric transmission or distribution line or system, and to remove and trim trees and brush to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wire in falling.

The undersigned covenant that they are owners of the above described lands and that the said lands are free and clear of encumbrances and liens whatsoever character except those held by the following persons:

IN WITNESS THEREOF, the undersigned have set their hands and seal this 13th day of DECEMBER, 1976, signed, sealed and delivered in the presence of:

WITNESSES:

OWNER'S SIGNATURE

Duane L. Barzee (Et. Vir.)

(Et. Ux.)

STATE OF OREGON )  
County of Coos )

BE IT REMEMBERED, that on this 13th day of DECEMBER, 1976, before me, the undersigned, a Notary Public in and for said County and State; personally appeared the within named DUANE L. BARZEE who is known to me to be the identical person —, described in and who executed the within instrument and acknowledged to me that — he — executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal, this day and year last above written.

J. H. Powell  
Notary Public for Oregon  
My Commission Expires

2-3-79

Form 16  
(Revised Oct. 23, 1964)

State of Oregon }  
County of Coos }  
I hereby certify that the within instrument  
is filed for record in the Coos County  
Records.  
WITNESS my hand and seal of Office  
this 13th day of December, 1976.  
By: Mary Ann Wilson  
MARY ANN WILSON  
Coos County Clerk  
Return to: CC Barzee  
Fee: 3.00

77 5 07316  
DEC 23 1976

77 5 07317

LYNN SCHRADER

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, for a good and valuable consideration, the receipt thereof acknowledged, do hereby grant unto Coos-Curry Electric Cooperative, Inc., a cooperative corporation, whose post office address is P. O. Box 460, Coquille, Oregon, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Coos, State of Oregon, and more particularly described as follows:

WEST 1/2 NW 1/4 SECTION 11,  
TOWNSHIP 29 SOUTH,  
RANGE 13 WEST W. M.

and to construct, operate and maintain on the above described land and/or upon all streets, roads, or highways abutting said lands, an electric transmission or distribution line or system, and to remove and trim trees and brush to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wire in falling.

The undersigned covenant that they are owners of the above described lands and that the said lands are free and clear of encumbrances and liens whatsoever character except those held by the following persons:

13th IN WITNESS THEREOF, the undersigned have set their hands and seal this day of December, 1976, signed, sealed and delivered in the presence of:

WITNESSES:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER'S SIGNATURE  
Lynn Schrader (Et. Vir.)  
\_\_\_\_\_  
\_\_\_\_\_ (Et. Ux.)  
\_\_\_\_\_

STATE OF OREGON )  
County of Coos )

BE IT REMEMBERED, that on this 13th day of December, 1976, before me, the undersigned, a Notary Public in and for said County and State; personally appeared the within named LYNN SCHRADER who is known to me to be the identical person —, described in and who executed the within instrument and acknowledged to me that — he — executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal, this day and year last above written.

J. Stewart  
Notary Public for Oregon  
My Commission Expires  
2-3-79

Form 16  
(Revised Oct. 23, 1964)

By Lynn Schrader  
Return to CC Electric  
WITNESS my hand and seal of Office  
MARY ANN WILSON  
Notary Public - Coos County - Ore.  
I hereby certify that the within instrument filed for record in the Coos County Records.  
State of Oregon }  
County of Coos }  
77 5 07317  
12-23-76

78-3-00790

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That ROBERT L. SCHRADER and JULIA I. SCHRADER, husband and wife

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by DUANE BARZEE and JERRI M. BARZEE, husband and wife, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of COOS and State of Oregon, described as follows, to-wit:

Beginning at a point which marks the Northeast corner of the following described tract of land, said point being 2000.28 feet North and 1318.41 feet West of the Center 1/4 of Section 11, in Township 29 South Range 13 West of the Willamette Meridian and running then North 80° 00' West 384.90 feet to an iron rod post, then South 37° 30' West 270.00 feet to an iron rod post, and continue the same course for an additional 40 feet, more or less, to the center of Hall Creek, then downstream along the thread of the stream 270 feet, more or less, to the Northeasterly right-of-way line of the Hall Creek County Road; thence along said Northeasterly right-of-way line 410 feet, more or less, to a point which is South 10° West of the point of beginning; thence North 10° East 5.0 feet, more or less, to an iron rod post, then continue North 10° 00' East an additional 710.00 feet to an iron rod post marking the point of beginning. (OVER)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances

and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$2,400.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 21st day of February, 1978; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation, affix appropriate seal)

Robert L. Schrader
Julia I. Schrader

STATE OF OREGON,
County of Coos
February 21, 1978

STATE OF OREGON, County of ss.
Personally appeared

Personally appeared the above named Robert L. Schrader and Julia I. Schrader

who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

They acknowledged the foregoing instrument to be their voluntary act and deed.

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon - 31-79
My commission expires:

Before me: (OFFICIAL SEAL)
Notary Public for Oregon
My commission expires:

GRANTOR'S NAME AND ADDRESS
GRANTEE'S NAME AND ADDRESS
NAME, ADDRESS, ZIP
Until a change is requested all tax statements shall be sent to the following address:
Duane Barzee
Box 29B, Arago Route
Myrtle Point, Oregon 97456

STATE OF OREGON, ss.
County of
I certify that the within instrument was received for record on the day of at o'clock M., and recorded in book on page or as file/reel number.
Record of Deeds of said County.
Witness my hand and seal of County attixed.
Recording Officer
Deputy

78-3-00790

78 3 00791

ALSO a water pipe line easement 15 feet wide the center line of which is described as follows:

Beginning at a point 7.50 feet South 80° 00' East of the Northwest corner of the above described tract, said point of beginning being 2066.96 feet North and 1696.58 feet West of the Center 1/4 corner of Section 11, Township 29 South, Range 13 West Willamette Meridian and running then North 3° 00' East 78.0 feet; thence North 30° 00' West 77.0 feet; thence North 1° 30' West 63.0 feet; thence North 10° 00' West 72.0 feet; thence North 28° 00' East 128.0 feet; thence North 10° 00' East 57.0 feet; thence North 61° 00' East 59.0 feet; thence North 73° 00' East 92.0 feet; thence North 26° 30' East 58.0 feet; thence North 54° 00' East 61.0 feet to the spring and the end of said 15 foot wide easement. All the above located in Coos County, Oregon.

SUBJECT TO THE FOLLOWING:

1. As disclosed by the tax roll the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest.
2. As disclosed by the tax roll the premises herein described are classified as forest lands. In the event of declassification said premises will be subject to additional taxes and interest, pursuant to the provisions of ORS Chapter 321.
3. Right of way, including terms and provisions thereof, granted to Mountain States Power Company, recorded October 7, 1946, in Book 164, Page 452, Records of Coos County, Oregon.
4. Oil and gas lease, including terms and provisions thereof, granted to John W. Butts in instrument bearing Microfilm Reel No. 77-3-03887, recorded March 16, 1977, Records of Coos County, Oregon.
5. Right of way, including the terms and provisions conveyed to Coos Curry Electric Cooperative, Inc., dated May 12, 1977, bearing Microfilm Reel No. 77-5-07316, Records of Coos County, Oregon.

State of Oregon  
 County of Coos  
 I hereby certify that the within instrument was  
 filed for record in the Coos County Deed  
 Records  
 WITNESSE my hand and seal of County affixed  
 MARY ANN WILSON  
 Coos County Clerk  
 deputy

By: *[Signature]*  
 Return to: *[Signature]*  
 Fee: 6.00

78 3 00790-5223  
 FEB 23 11 1978

RECORDED BY



Coos County Branch

EA

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.

EASEMENT

Between

Jerry L. and Barbara A. Galloway  
92362 Hall Creek Lane  
Myrtle Point, Oregon 97458

And

Thomas W. Wheeler  
243 Bender Street  
Myrtle Point, Oregon 97458

After recording, return to (Name, Address, Zip):

Thomas W. Wheeler  
243 Bender Street  
Myrtle Point, Oregon 97458

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,  
County of \_\_\_\_\_ } ss.

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.

NAME TITLE  
By \_\_\_\_\_, Deputy.

THIS AGREEMENT made and entered into on September, 2005, by and between Jerry L. and Barbara A. Galloway hereinafter called the first party, and Thomas W. Wheeler 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:

See Exhibit A.

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and the second party is the record owner of the following described real property in that county and state, to-wit:

See Exhibit B.

NOW, THEREFORE, in view of the premises and in consideration of \$ 1.00 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:

There exists a road running Northwest and Southeast that is approximately thirty (30) feet to the East of Hall Creek and runs generally parallel to Hall Creek. The road begins at Hall Creek County Road on first party's parcel and runs across the Southwest portion of first party's parcel to second party's parcel.

(INSERT A FULL DESCRIPTION OF THE NATURE AND TYPE OF EASEMENT GRANTED BY THE FIRST PARTY TO THE SECOND PARTY.)

(OVER)

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

09/23/2005 #2005-14518  
10:45AM 1 OF 4



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 indefinite, always subject, however, to the following specific conditions, restrictions and considerations:

No conditions, restrictions or considerations.

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:

The center of the existing road.

and the second party's right of way shall be parallel with the center line and not more than 20 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.

Barbara A Galloway  
FIRST PARTY

STATE OF OREGON, County of COOS) ss.  
This instrument was acknowledged before me on September 16, 2005  
by Jerry L. Galloway  
This instrument was acknowledged before me on September 16, 2005  
by Barbara A. Galloway  
as \_\_\_\_\_  
of \_\_\_\_\_



Tonya L Casady  
Notary Public for Oregon  
My commission expires 1/15/08

Thomas W. Wheeler  
SECOND PARTY

STATE OF OREGON, County of COOS) ss.  
This instrument was acknowledged before me on September 16, 2005  
by Thomas W. Wheeler  
This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



Tonya L Casady  
Notary Public for Oregon  
My commission expires 1/15/08

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

09/23/2005 #2005-14518  
10:45AM 2 OF 4

Beginning at a point which marks the Northeast corner of the following described tract of land, said point being 2000.28 feet North and 1318.41 feet West of the Center  $\frac{1}{4}$  of Section 11, in Township 29 South Range 13 West of the Willamette Meridian and running then North 80° 00' West 384.00 feet to an iron rod post, then South 37° 30' West 270.00 feet to an iron rod post, and continue the same course for an additional 40 feet more or less to the center of Hall Creek, then downstream along the thread of the stream 270 feet more or less to the Northeasterly Right-Of-Way line of the Hall Creek County Road; thence along said Northeasterly Right-Of-Way line 410 feet more or less to a point which is South 10° West of the point of beginning; thence North 10° East 5.0 feet more or less to an iron rod post, then continue North 10° 00' East an additional 710.00 feet to an iron rod post marking the point of beginning.

**EXHIBIT**

**A**

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

09/23/2005 #2005-14518  
10:45AM 3 OF 4

Beginning at the Northwest corner of Section 11, Township 29 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence East along the North line of the Northwest quarter of the Northwest quarter of said Section 11 to the Northeast corner thereof; thence South along the East line of said Northwest quarter of the Northwest quarter to a point due East of the Northeast corner of property conveyed to Duane Barzee, et ux in Deed recorded February 24, 1978 as Microfilm No. 78-3-00790, Records of Coos County, Oregon; Thence West 155 feet, more or less, to the Northeast corner of said Barzee property; thence North 80°0' West 384 feet to the Northwest corner of said Barzee property; thence South 37°30' West along Barzee's Westerly line, 310 feet more or less to the Center of Hall Creek; thence downstream along thread of stream to Northerly right of way line of Hall Creek County Road; thence Westerly along said northerly right of way line of said County Road to the West line of Section 11; thence North along the section line to the point of beginning.

EXHIBIT

B

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

09/23/2005 #2005-14518  
10:45AM 4 OF 4

Return to: Coos-Curry Electric Cooperative, Inc.  
PO Box 1288,  
Port Orford, OR 97465

RECORDING DIVISION

### GRANT OF PERPETUAL EASEMENT

This Agreement is made this 17<sup>th</sup> day of September, 2008, by and between Thomas W. and Bridgett L. Wheeler ("Grantor") and Coos-Curry Electric Cooperative, Inc., ("Grantee") an Oregon Cooperative Corporation headquartered at 43050 Highway 101, Port Orford, Oregon 97465.

Grantor is the fee owner of certain real property located in Coos County, Oregon (the "Grantor Property"), more particularly described hereinafter;

Beginning at the Northwest Corner of Section 11 in Township 29 South, Range 13 West of the Willamette Meridian in Coos County, Ore. and running then East along the North line of the NW1/4NW1/4 to the Northeast corner thereof; then South along the East line of said NW1/4NW1/4 to a point Due East of the Northeast corner of that property recorded on Coos County Clerk's Microfilm Reel No. 78-3-00790 in the name of Jerry and Barbara Galloway; then West 155 feet more or less to said Galloway corner; then North 80° 00' West 384.00 feet to Galloways' Northwest corner; then South 37° 30' West 310 feet more or less to the center of Hall Creek; then downstream along the thread of the stream to the Northerly right-of-way line of the Hall Creek County Road; then Westerly along the Northerly right-of-way of said County Road to the West line of said Section 11; North along the Section line to the point of beginning

Tax Lot 302 Section 11 Sub Section N/A Township 29 South, Range 13 West of the Willamette Meridian.

For valuable consideration receipt of which is hereby acknowledged, Grantor hereby grants to Grantee and Grantee's successors, and assigns, an exclusive, fully assignable, perpetual easement in gross on that portion of the Grantor Property for the construction, reconstruction, inspection, operation, maintenance, repair, clearing, replacement, enlargement and removal of electric power transmission, distribution and communication facilities and all necessary or desirable accessories and appurtenances thereto, including without limitation, supporting towers, poles, props, protection (bollards, riprap, etc.) guys, anchors, wires, fibers, cables and other conductors and conduits therefor, pads, transformers, switches, vaults, and cabinets (collectively the "Facilities"), along with other easement rights all as described hereinafter.

Said Overhead Easement Area being a strip of land, twenty (20) feet wide, with ten (10) feet on each side of the centerline of the Facilities located as actually installed.

Said Underground Easement Area being a strip of land, ten (10) feet wide, with five (5) feet on each side of the centerline of the Facilities located as actually installed.

The easement granted herein includes additional rights as follows:

1. A perpetual easement on, over and across the Grantor Property from public roadways for access to the Facilities and for all activities in connection with the purposes for which the easement described herein has been granted, together with the present and future right to keep the Easement Area and adjacent portions of the Grantor Property clear of all brush, trees, timber, structures, buildings and other hazards, including, but not limited to, the removal of dead, weak, leaning, or other dangerous trees outside the Easement Area, which Grantee deems, in the exercise of its exclusive discretion, to be an actual or potential hazard which may endanger the Facilities or impede Grantee's rights granted herein. The right of access granted herein includes, without limitation, the right to bring heavy duty trucks and equipment onto the Grantor Property as Grantee deems necessary.

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

02/25/2009      #2009-1613  
11:07AM      1 OF 2

2. The right to transfer, sell, encumber, lease, sublease, assign, or otherwise convey Grantee's rights herein, from time to time during the duration of this easement, for monetary consideration or otherwise.

Grantor agrees that it shall not place, use or permit in the Easement Area any structure, plants, equipment or material of any kind, light any fires, or place or store any flammable materials (other than agricultural crops) on or within the boundaries of the Easement Area.

Although the easement granted herein is exclusive to Grantee, Grantor shall have the right to use the Easement Area for agricultural crops and other purposes which do not, in the determination of Grantee exercising its sole and exclusive discretion, interfere with the use of the easement rights granted herein.

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations herein assumed.

The easement granted herein runs with the land of the Grantor Property and is binding upon and inures to the benefit of the respective heirs, personal representatives, successors, shareholders, directors, and assigns of the parties hereto.

Grantor covenants that Grantor owns the above-described premises, and that Grantor has the legal right and authority to grant this Easement.

IN WITNESS WHEREOF, the said Grantor(s) have hereunto set their hand(s) as of the 17<sup>th</sup> day of September, 2008.

Thomas W. Wheeler  
Thomas W. Wheeler

Bridgett L. Wheeler  
Bridgett L. Wheeler

STATE OF Oregon )  
County of Cook )

This instrument was acknowledged before me on: September 17, 2008  
By: Thomas W. & Bridgett L. Wheeler  
Name(s) of Grantor(s)

Kathleen A. Dearth  
Notary Public Signature  
Notary Public State of Oregon  
My Commission Expires: 3-19-11



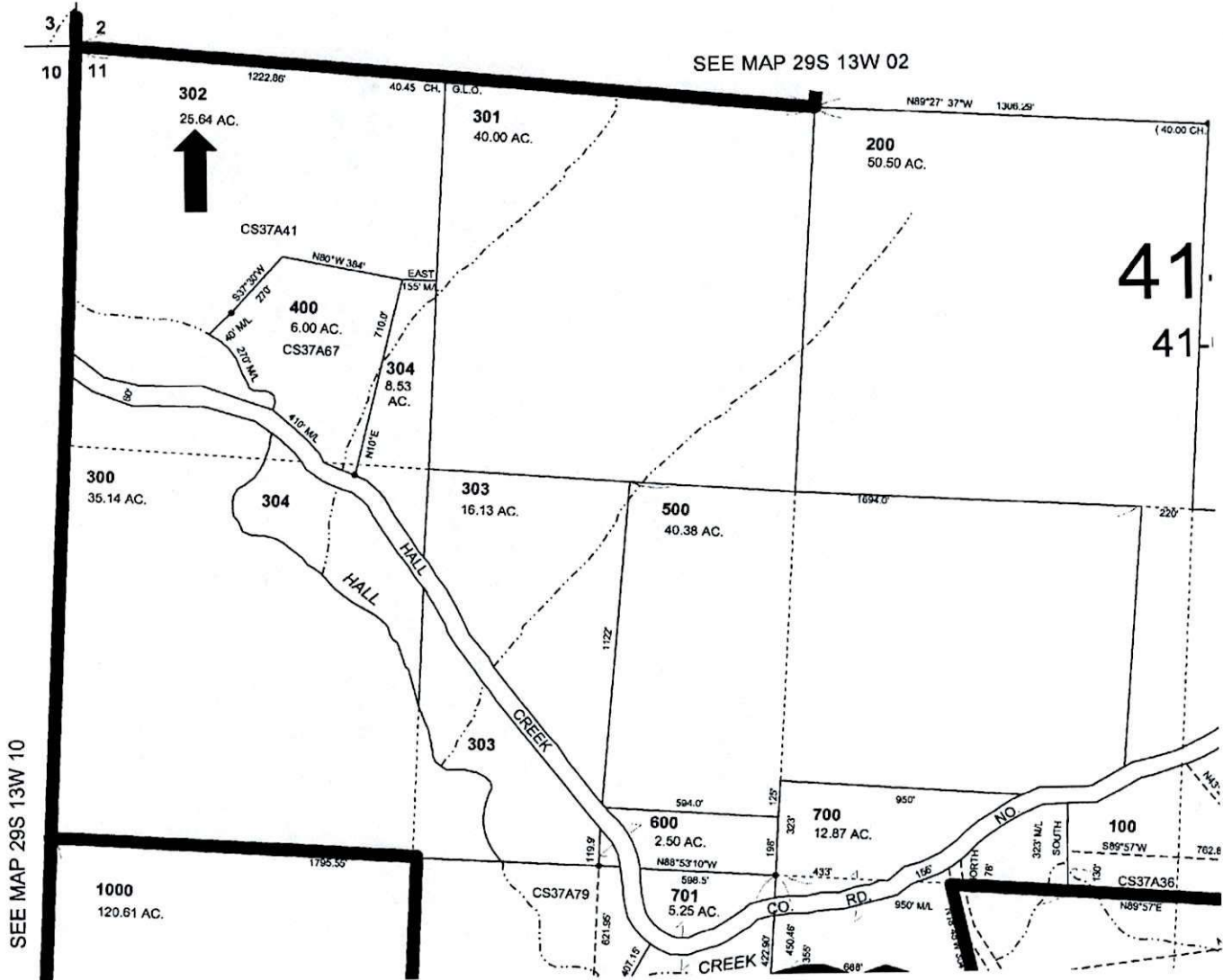
The following reference numbers are included for Grantee internal tracking purposes only:  
WO Reference Number 85368 Easement No: \_\_\_\_\_



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.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

SECTION 11 T29S R13W W.M.  
COOS COUNTY  
1' = 400'



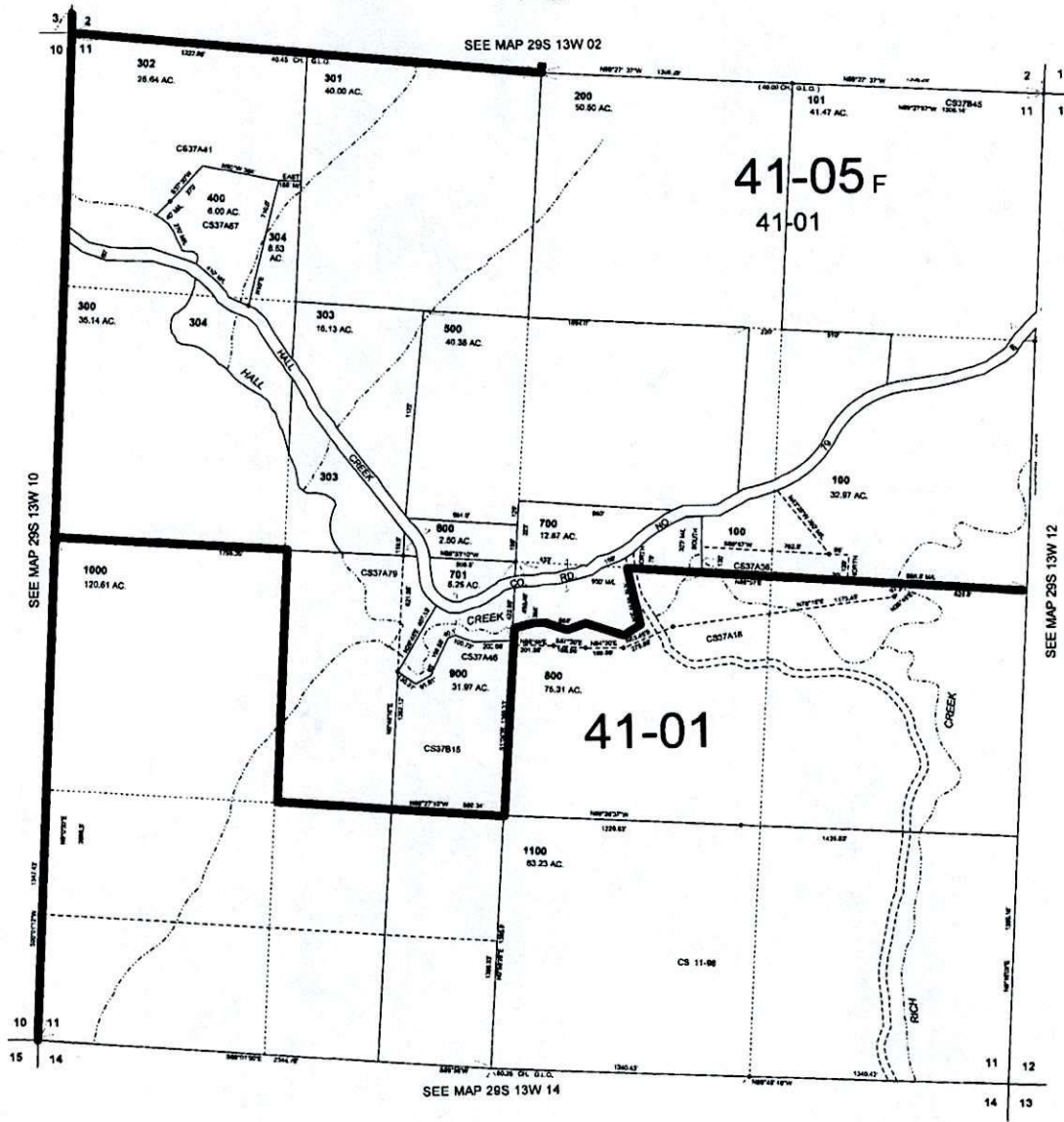
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY.

SECTION 11 T29S R13W W.M.  
COOS COUNTY  
1" = 400'

29S 13W 11

CANCELLED NO.

901  
1001  
305  
702



6-17-2010  
29S 13W 11

AFTER RECORDING, RETURN TO:

First Community Credit Union  
2002 Inland Dr.  
North Bend, OR 97459

Parcel ID: 1182203

REFERENCE #:

RECORDED BY  
FIRST AMERICAN TITLE

2117342

SPACE ABOVE THIS LINE FOR RECORDER'S USE



THIS DEED OF TRUST CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST. DEFAULT ON PAYMENTS MAY RESULT IN THE LOSS OF YOUR HOME.

THIS DEED OF TRUST is given on 12 July, 2013, by Thomas W Wheeler and Bridgett L Wheeler, as tenants by the entirety

hereinafter referred to as ("Borrower" or "Grantor"), to the Trustee, First American Title ("Trustee"), whose address is 172 Anderson Ave. Suite 105, Coos Bay, OR 97420, for the benefit of First Community Credit Union as beneficiary, a corporation organized and existing under the laws of the United States, whose address is 200 N. Adams Street, Coquille, OR 97423 ("Lender" or "Grantee").

Borrower does hereby irrevocably grant and convey to Trustee, in trust, with power of sale, the following described property (or the leasehold estate if this Deed of Trust is on a leasehold) located in the County of Coos State of Oregon:

Legal Description: See attached Exhibit "A"

Assessor's Property Tax Parcel or Account No.: 1182203

which has the street address of 92305 Hall Creek Ln, Myrtle Point, OR 97458; together with (i) all improvements, buildings or structures of any nature whatsoever, now or hereafter erected on the property, (ii) all fixtures, including all plumbing, heating, air conditioning and ventilating equipment, now or hereafter located under, on or above the property, (iii) all rights, privileges, rents, royalties, mineral, oil and gas rights and profits, tenements, hereditaments, rights-of-way, easements, appurtenances, or riparian rights now or hereafter belonging or in any way appertaining to the property, and (iv) all of Borrower's right, title and interest in and to any streets, rights-of-way, alleys or strips of land now or hereafter adjoining thereto, including any replacements and additions to any of the foregoing. All of the foregoing is collectively referred to in this Deed of Trust as the "Property." Lender has agreed to make advances to Borrower under the terms of the Plan, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Deed of Trust. The total outstanding principal balance (excluding finance charges, fees, taxes, and other additional amounts) owing at any one time under the Plan shall not exceed Fifty Thousand and 00/100 (\$50,000.00) ("Maximum Principal

Balance" or "Credit Limit"). This deed of trust is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting taxes and assessments levied on the Property not yet due and payable, to the extent of the maximum amount secured hereby. The unpaid balance of the revolving credit loan may at certain times be zero. A zero balance does not terminate the revolving credit loan or Lender's obligation to advance funds to Borrower. Therefore, the lien of this Deed of Trust will remain in full force and effect notwithstanding a zero balance. On the Maturity Date, or Final Payment Date, 25 years from the date of this Deed of Trust, the entire Debt under the Plan, if not paid earlier, is due and payable.

Tax statements shall be sent to: 92305 HALL CREEK LN, MYRTLE POINT, OR 97458

This Deed of Trust is given to secure to Lender the following:

1. The repayment of all indebtedness, including principal, finance charges at a rate which may vary from time to time, taxes, special assessments, insurance, late fees, and any other charges and collection costs due and to become due ("Debt") under the terms and conditions of the Home Equity Open-end Credit Plan, Truth in Lending Disclosure Statement and Credit Agreement made by Borrower and dated the same day as this Deed of Trust, including any and all modifications, amendments, extensions and renewals thereof ("Plan").
2. The payment of all other sums advanced in accordance therewith to protect the Property, with finance charges thereon at a rate which may vary as described in the Plan;
3. The performance of Borrower's covenants and agreements under this Deed of Trust and under the Plan.

Complete if Applicable:  
The Property is part of a condominium project known as \_\_\_\_\_  
The Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.  
The Property is in a Planned Unit Development known as \_\_\_\_\_





DEED OF TRUST (continued)

**A. REPRESENTATIONS**

Borrower hereby represents to Lender as follows:

1. **Validity of Security Documents.** (a) The execution, delivery and performance by Borrower of the Agreement, this Deed of Trust and all other documents and instruments now or hereafter, furnished to Borrower to evidence or secure payment of the Debt (the "Security Documents"), and the borrowing evidenced by the Agreement, will not violate any provision of law, any order of any court or other agency of government, or any deed of trust, indenture, trust agreement or other instrument to which Borrower is a party or by which Borrower or any of Borrower's property is bound, or be in conflict with, or will result in a material breach of or constitute (with due notice and/or lapse of time) a default under any such deed of trust, indenture, trust agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of Borrower's property or assets, except as contemplated by the provisions of the Security Documents; and

(b) The Security Documents, as and when executed and delivered by Borrower, constitute the legal, valid and binding obligations of Borrower in accordance with their respective terms subject to applicable bankruptcy and insolvency laws.

2. **Other Information.** All other information, reports, papers and data given to Lender, or to Lender's legal counsel, with respect to Borrower, the Property, or the loan evidenced by the Security Documents are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Lender a true and accurate knowledge of the subject matter.

3. **Title.** Borrower has good and marketable title in fee simple to the Property free and clear of all encumbrances except for encumbrances of record as of the date of this Deed of Trust. Borrower will preserve its title to the Property and will forever covenant and defend the same to Lender and will forever covenant and defend the validity and priority of the lien of this Deed of Trust.

4. **Litigation.** There is not now pending or threatened against or affecting the Property, nor, to the knowledge of Borrower, is there contemplated, any action, suit or proceeding at law or in equity or by or before any administrative agency which, if adversely determined, would impair or adversely affect the value or operation of the Property.

5. **Environmental Indemnity.** Borrower shall indemnify and hold Lender harmless against and from any and all loss, cost, damage, claim or expense (including, without limitation, any and all attorney's fees or expenses of litigation) incurred or suffered by Lender on account of (i) the location on the Property of any chemicals, material, substance, or contaminant (including, without limitation, oil, petroleum products, asbestos, urea, formaldehyde, foam insulation, hazardous waste and/or toxic waste), the presence or storage of which or the exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, or local governmental unit, agency or authority, or which presence, storage, or exposure may pose a hazard to health and safety or (ii) the failure by Borrower or any prior owner or occupant of the Property to comply with any applicable federal, state, county, regional or local environmental laws, regulations, and court or administrative orders.

**B. ADDITIONAL COVENANTS**

Until the entire Debt shall have been paid in full, Borrower covenants and agrees as follows:

6. **Payment of Indebtedness.** Borrower shall timely pay and discharge the Debt or any part thereof in accordance with terms and conditions of the Agreement, this Deed of Trust, and the Security Documents.

7. **Funds for Taxes and Insurance.** Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Deed of Trust are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender may require a "cushion" to be maintained in the account equal to one-sixth of the estimated total amount of taxes, insurance, premiums and other charges that are to be paid annually, or such other amount as required or allowed by law. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to be paid and maintained for said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 24 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

8. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Plan and paragraphs 6 and 7 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 7 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Plan.



DEED OF TRUST (continued)

9. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Deed of Trust, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

10. **Repair.** Borrower shall keep the Property in good order and condition and make all necessary or appropriate repairs, replacements and renewals thereof. Borrower agrees not to permit or allow any waste of the Property or make or permit to be made any material alterations or additions to the Property that would have the effect of diminishing the value thereof or that will in any way increase the risk of any fire or hazard arising out of the construction or operation thereof. Borrower agrees not to alter or remove any structure or fixture in the Property without Lender's prior written consent. Borrower shall prevent any act or thing which might adversely effect or impair the value or usefulness of the Property. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

11. **Restoration Following Uninsured Casualty.** In the event of the happening of any casualty, of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, not covered by any Insurance Policy resulting in damage to or destruction of the Property, Borrower shall give notice thereof to Lender and Borrower shall promptly at Borrower's sole cost and expense, commence and diligently continue to restore, repair, replace, rebuild or alter the damaged or destroyed Property as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

12. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph, with finance charges thereon, at the rate provided in the Plan, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this Paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Deed of Trust. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

13. **Leaseholds; Assignment of Rents.** If this Deed of Trust is on a leasehold, Borrower shall comply with all provisions of any lease. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

14. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

15. **Compliance with Laws.** Borrower shall promptly and faithfully comply with, conform to and obey or contest by appropriate proceedings in good faith all present, and use its best efforts as to future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency and of every board of fire underwriters having jurisdiction, or similar body exercising functions, which may be applicable to it or to the Property or to the use and manner of use, occupancy, possession, operation, maintenance or reconstruction of the Property, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Property.

16. **Performance of Other Agreements.** Borrower shall duly and punctually perform all covenants and agreements expressed as binding upon it under any agreement of any nature whatsoever that involves the Property including, without limitation, all rules and regulations of a homeowners or condominium association if the Property is part of a condominium, cooperative, phased development or other homeowners association.

17. **Inspection.** Borrower shall permit Lender, and parties designated by Lender, at all reasonable times, to inspect the Property, provided that Lender shall give Borrower notice prior to such inspection, specifying reasonable cause therefor related to Lender's interest in the Property.

18. **Hold Harmless.** Borrower shall, at Borrower's sole cost and expense, save, indemnify and hold the Lender, its officers, directors, employees and agents, harmless from any injury, claim, demand, suit, judgment, execution, liability, debt, damage or penalty (hereinafter collectively referred to as "Claims") affecting the Property, or the value of any of the Security Documents, arising out of, resulting from, or alleged to arise out of or result from, any action or inaction by Borrower, except as may be the direct result of Lender's negligence. Borrower

DEED OF TRUST (continued)

shall pay all expenses incurred by the Lender in defending itself with regard to any and all Claims. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employee of Lender.

19. **Expenses.** Borrower shall pay or reimburse Lender for all reasonable costs and expenses paid or incurred by Lender in any action, proceeding or dispute of any kind in which Lender is made a party or appears as party plaintiff or defendant, involving any of the Security Documents, Borrower, or the Property, including, without limitation, to the foreclosure or other enforcement of this Deed of Trust, any condemnation involving the Property, any action to protect the security hereof, or any proceeding in probate or bankruptcy, and any such amounts paid or incurred by Borrower shall be treated as Advances in accordance with Paragraph 20 thereof.

20. **Advances.** In the event Borrower fails to perform any act required of Borrower by any of the Security Documents or to pay when due any amount required to be paid by any of the Security Documents, Lender may, but shall not be obligated to, make such payment or perform such act. Such payment or performance by Lender shall not have the effect of curing any Event of Default or of extending the time for making any payment due hereunder or under the Agreement. All amounts so paid by Lender, together with all expenses incurred in connection therewith, shall be deemed advances ("Advances") under this Deed of Trust and the Agreement, shall be immediately due and payable and shall be added to the Debt. Advances shall bear interest from the date expended at the rate specified in the Agreement and shall be secured by this Deed of Trust as though originally a part of the principal amount of the Debt.

21. **Use Violations.** Borrower shall not use the Property or allow the same to be used or occupied for any unlawful purpose or in violation of any permit or certificate, or any law, ordinance, regulation or restrictive covenant, covering or affecting the use or occupancy thereof, or suffer any act to be done or any condition to exist on the Property or any article to be brought thereon, that may be dangerous, unless safeguarded as required by law, or that may, in law, constitute a nuisance, public or private.

22. **Taxes; Liens.** Borrower shall pay all taxes, assessments, charges, fines, leasehold payments or ground rents, and impositions attributable to the Property. To the extent these are escrow items, they shall be paid in accordance with the "Funds for taxes and insurance" paragraph. Borrower shall not, without the prior written consent of Lender, create or permit to be created or to remain, any mortgage, pledge, lien, encumbrance or charge on, security interest in, or conditional sale of or other title retention agreement on (whether prior or subordinate to the liens of the Security Documents) the Property or income therefrom other than the Security Documents ("Liens"). In the event Borrower fails to promptly discharge any such Liens, Lender may, but shall not be obligated to, do so and any amounts paid or incurred by Lender (including reasonable attorney's fees in connection therewith), shall be treated as Advances in accordance with Paragraph 20 hereof.

23. **Transfer of the Property.** Borrower shall not sell, convey, transfer or assign the Property or any beneficial interest therein or any part thereof, whether by operation of law or otherwise, without the prior notice and the prior written consent of Lender. In the event of such a sale, conveyance, transfer or assignment, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by applicable law as of the date of this Deed of Trust.

If Lender exercises Lender's option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Plan and this Deed of Trust unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Plan.

24. **Default; Termination and Acceleration; Remedies.** If Borrower breaches any covenant or agreement in this Deed of Trust or the Plan, then prior to exercising any right or remedy provided for in this Deed of Trust and prior to acceleration, Lender shall give notice as provided in the Notice paragraph contained herein and as required by applicable law. The notice shall specify: (a) the event of default; (b) the action required to cure the event of default; (c) a date, not less than thirty days (or any longer period required by applicable law) from the date the notice is given to Borrower by which the event of default must be cured; (d) that failure to cure the event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property; and (e) any other information required by applicable law. The notice shall further inform Borrower of the right to reinstate after acceleration, if applicable, and the right to bring a court action to assert the nonexistence of an event of default or any other defense of Borrower to acceleration and sale. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, without further notice or demand, may declare default, may declare all sums secured by this Deed of Trust to be immediately due and payable, and 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, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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. 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 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 attorney's fees; (b) to all sums secured by this Deed of Trust; and (c) any excess to the person(s) legally entitled to it.

25. **Borrower's Rights to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to any power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust. Those conditions are that Borrower: (a) pays Lender all sums which would then be due under this Deed of Trust and the Credit Agreement had no acceleration occurred; (b) cures all other events of default under this Deed of Trust and the Credit Agreement; (c) pays all expenses incurred in enforcing this Deed of Trust, including, but not

DEED OF TRUST (continued)

limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust shall continue unchanged. Upon reinstatement by Borrower, this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 24.

26. **Condemnation.** In the event of any condemnation or other taking of any part or all of the Property, or for conveyance in lieu of condemnation, all awards or other compensation for such taking shall be paid to Lender for application on the Debt, provided that no such application shall result in additional interest or have the effect of curing any event of default or extending the time for making any payment due hereunder or under the Agreement.

27. **Prior Deed of Trust.** If this Deed of Trust is subject to a prior deed of trust, the lien of which is superior to the lien of this Deed of Trust, Borrower agrees to pay each installment of the debt secured by the prior deed of trust when it is due, whether by acceleration or otherwise. Borrower also agrees to pay and perform all other obligations of the Lender under the prior deed of trust. Borrower agrees to provide Lender with proof of payment or performance under the prior deed of trust whenever Lender requests it. If Borrower fails to pay any installment of principal or interest when it is due or if Borrower fails to pay or perform any other obligation under the prior deed of trust; Lender has the right, but not the obligation, to pay the installment or to pay or perform such other obligation on Borrower's behalf. Any amounts Lender spends in performing Borrower's obligations will become part of the Debt, payable by Borrower on Lender's demand, and will bear interest at the same rate as the Debt bears from time to time. Lender may rely upon any written notice of default under the prior deed of trust that Lender receives from the holder of the prior deed of trust even though Borrower questions or denies the existence, extent, or nature of the default. Borrower shall not renew, extend or modify the prior deed of trust, and shall not increase the debt secured by the prior deed of trust, without Lender's prior written consent.

28. **Survival of Warranties and Covenants.** The warranties, representations, covenants and agreements set forth in the Security Documents shall survive the making of the loan and the execution and delivery of the Plan, and shall continue in full force and effect until the Debt shall have been paid in full.

29. **Further Assurances.** Borrower shall, upon the reasonable request of Lender, execute, acknowledge and deliver such further instruments (including, without limitation, a declaration of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents and to subject to the liens thereof any property intended by the terms thereof, to be covered thereby and any renewals, additions, substitutions, replacements or betterments thereto.

30. **Recording and Filing.** Borrower shall cooperate with Lender to cause those Security Documents for which constructive notice must be given to protect Lender (and all supplements thereto) to be at all times recorded and filed, and re-recorded and re-filed, in such manner and in such places as Lender shall reasonably request, and Borrower shall pay all such recording, filing, re-recording, re-filing taxes, fees and other charges to the maximum extent permitted by the laws of the State in which the recording or filing takes place.

31. **Loan Expenses.** Borrower shall pay all applicable costs, expenses and fees set forth in the Agreement.

32. **No Representation by Lender.** By accepting or approving anything required to be observed, performed or fulfilled, or to be given to Lender, pursuant to this Deed of Trust, including (but not limited to any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey or appraisal), Lender shall not be deemed to have arranged or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Lender.

33. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

34. **Incorporation of Agreement.** Each and every term, covenant and provision contained in the Plan is, by this reference, incorporated into this Deed of Trust as if fully set forth herein.

35. **Waiver of Homestead.** To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Deed of Trust.

36. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice provided for in this Deed of Trust shall be in writing and shall be deemed properly delivered three days after deposit thereof in any main or branch United States Post Office, certified or first class United States Mail, postage prepaid, addressed to each party's address as listed on page 1, or at such other address as may be designated by notice as provided herein.

37. **Covenants Running With the Land.** All covenants contained in this Deed of Trust shall run with the Land.

38. **Successors and Assigns.** All of the terms of this Deed of Trust shall apply to and be binding upon, and inure to the benefit of, the successors and assigns of Borrower and Lender, respectively, and all persons claiming under or through them provided that nothing in this Paragraph shall be construed to permit a transfer, conveyance or assignment other than as expressly permitted by this Deed of Trust.

39. **Multiple Borrower.** Borrower's covenants and agreements hereunder shall be joint, several and primary. Any Borrower who co-signs this Deed of Trust but does not execute the Agreement: (a) is co-signing this Deed of Trust only to deed of trust, grant and convey the Property; (b) is not personally obligated to pay the Debt; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forebear or make any accommodations with regard to the terms of this Deed of Trust or the Agreement without that Borrower's consent.

40. **Governing Law; Severability.** The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Plan conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Plan which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Plan are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

DEED OF TRUST (continued)

- 41. **Modification.** This Deed of Trust may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.
- 42. **Reconveyance.** This Deed of Trust secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Plan. When according to the terms of the Plan, no more advances will be made, and Borrower has paid all sums secured by this Deed of Trust (or earlier if required by applicable law), Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing debt secured hereunder. Trustee shall reconvey the Property without warranty to the person(s) legally entitled to it. To the extent permitted by law, Lender may charge Borrower a fee for such reconveyance and discharge and require Borrower to pay costs of recordation, if any.
- 43. **Strict Performance.** Any failure by Lender to insist upon strict performance by Borrower of any of the terms and provisions of this Deed of Trust or any of the Security Documents shall not be deemed to be a waiver of any of the terms or provisions of this Deed of Trust or any of the Security Documents, and Lender shall have the right thereafter to insist upon strict performance by Borrower of any and all of them.
- 44. **Substitute Trustee.** Lender, at its option, 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.
- 45. **Borrower's Copy.** Borrower shall be furnished a copy of the Plan and of this Deed of Trust at the time of execution or after recordation hereof.
- 46. **Headings.** The headings and the section and paragraph entitlements hereof are inserted for convenience of reference only, and shall in no way alter or modify the text of such paragraphs, sections and subsections.
- 47. **Riders.** If one or more riders are attached to and made a part of this Deed of Trust, the covenants and agreements for each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust.
- 48. **Waiver of Statutes of Limitation.** To the extent permitted by law, Borrower hereby waives statutes of limitation as a defense to any demand or obligation secured by this Deed of Trust.
- 49. **Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.
- 50. **Attorney's Fees.** As used in this Deed of Trust and the Plan, attorney's fees shall include those awarded by an appellate court.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

SIGNATURES AND ACKNOWLEDGEMENT

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

X Thomas W Wheeler (Seal)

X Bridgett L Wheeler (Seal)

X \_\_\_\_\_ (Seal)

X \_\_\_\_\_ (Seal)

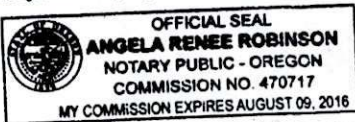
Non-Borrower Owner(s)/Spouse: BY SIGNING BELOW, Non-Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by Non-Borrower and recorded with it, which means you can lose your home if Borrower defaults. However, Non-Borrower is not personally obligated to repay the Debt contemplated in this Deed of Trust.

X \_\_\_\_\_ X \_\_\_\_\_

STATE OF Oregon Coos County ss:

On this 12th day of July, 2013, before me personally appeared, Thomas W Wheeler and Bridgett Wheeler

and acknowledged the foregoing to be his/her free act and deed.



Angela Renee Robinson  
Notary Public  
My Commission Expires: 08/09/2016

REQUEST FOR FULL RECONVEYANCE (TO BE USED ONLY WHEN LOAN HAS BEEN FULLY PAID)

TO TRUSTEE:

The undersigned is the holder of the Plan secured by this Deed of Trust. Said Plan, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said Plan and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: \_\_\_\_\_

**Exhibit "A"**

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

Beginning at the Northwest Corner of Section II in Township 29 South, Range 13 West of the Willamette Meridian in Coos County, Ore. and running then East along the North line of the NW1/4NW1/4 to the Northeast corner thereof; then South along the East line of said NW1/4NW1/4 to a point Due East of the Northeast corner of that property recorded on Coos County Clerk's Microfilm Reel No. 78-3-00790 in the name of Jerry & Barbara Galloway; then West 155 feet more or less to said Galloway corner; then North 80° 00' West 384.00 Feet to Galloways' Northwest corner; then South 37° 30' West 310 feet more or less to the center of Hall Creek; then downstream along the thread of the stream to the northerly right-of-way line of the Hall Creek County Road; then westerly along the Northerly right-of-way of said County Road to the West line of said Section II; North along the Section line to the point of beginning.



300 W Anderson  
(541)269-5127

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

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

**Customer Ref.:** \_\_\_\_\_  
**Order No.:** 360620030353  
**Effective Date:** March 6, 2020 at 08:00 AM  
**Charge:** \$300.00

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:

David L. Johnson and Lisa E. Johnson, as tenants by the entirety

**Premises.** The Property is:

**(a) Street Address:**

92246 Hall Creek Lane, Myrtle Point, OR 97458

**(b) Legal Description:**

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

**Part Two - Encumbrances**

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

**EXCEPTIONS**

1. The Land has been classified as Forest, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
2. Rights of the public to any portion of the Land lying within the area commonly known as public roads, streets and highways.
3. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of Hall Creek.

Any adverse claim based on the assertion that any portion of the subject land has been created by artificial means or has accreted to such portions so created, or based on the provisions of ORS 274.905 through 274.940.

Any adverse claim based on the assertion that any portion of the subject land is now or at any time has been below the ordinary high water line of Hall Creek.

Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of Hall Creek.

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

Granted to: Coos-Curry Electric Cooperative, Inc.  
Recording Date: October 22, 1979  
Recording No: 79-05-2060

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

Granted to: Coos County, a political subdivision of the State of Oregon  
Recording Date: April 17, 1990  
Recording No: 90-04-1173

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

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

Fiscal Year:	2019-2020
Amount:	\$1,410.24
Levy Code:	4104
Account No.:	1181501
Map No.:	29-13-10 TL100



Ticor Title Company of Oregon  
Order No. 360620030353

**End of Reported Information**

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

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

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

**EXHIBIT "A"**  
Legal Description

The East 868.4 feet of the NE 1/4 of Section 10, Township 29 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; excepting therefrom any portion lying with the County Road.

**LIMITATIONS OF LIABILITY**

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

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

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

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

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

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

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

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

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

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

END OF THE LIMITATIONS OF LIABILITY

# COOS County Assessor's Summary Report

## Real Property Assessment Report

FOR ASSESSMENT YEAR 2020

**NOT OFFICIAL VALUE**

March 5, 2020 2:32:29 pm

Account # 1181501  
 Map # 29S13100000100  
 Code - Tax # 4104-1181501

Tax Status ASSESSABLE  
 Acct Status ACTIVE  
 Subtype NORMAL

Legal Descr See Record

Mailing Name JOHNSON, DAVID L. & LISA E.

Deed Reference # 2014-04244  
 Sales Date/Price 06-06-2014 / \$220,000.00  
 Appraiser

Agent  
 In Care Of  
 Mailing Address 92246 HALL CREEK LN  
 MYRTLE POINT, OR 97458-8722

Prop Class 641 MA SA NH Unit  
 RMV Class 601 05 22 RRL 20944-1

Situs Address(s)	Situs City
ID# 30 92246 HALL CREEK LN	MYRTLE POINT

Code Area	RMV	MAV	Value Summary			RMV Exception	CPR %
			AV	SAV	MSAV		
4104 Land	47,562					0	
4104 Impr.	132,280					0	
<b>Code Area Total</b>	<b>179,842</b>	<b>104,430</b>	<b>138,933</b>	<b>47,562</b>	<b>34,503</b>	<b>0</b>	
<b>Grand Total</b>	<b>179,842</b>	<b>104,430</b>	<b>138,933</b>	<b>47,562</b>	<b>34,503</b>	<b>0</b>	

Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	Land Breakdown		Size	Land Class	LUC	Trended RMV
						TD%	LS				
4104	70	<input checked="" type="checkbox"/>		F	Designated Forest Land	100	A	4.00	B	006*	3,491
4104	30	<input type="checkbox"/>		F	Designated Forest Land	100	A	20.31	B	006*	17,729
4104	40	<input type="checkbox"/>		F	Designated Forest Land	100	A	25.90	C	006*	18,977
4104	60	<input checked="" type="checkbox"/>		F	Forest Site	100	A	1.00	AVF	006*	3,365
4104					SITE AMENTIES	100					4,000
<b>Grand Total</b>								<b>51.21</b>			<b>47,562</b>

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown		Total Sq. Ft.	Ex% MS Acct #	Trended RMV
					TD%				
4104	2	1980	308	MACHINE SHED	100		320		1,550
4104	3		303	General Purpose Building	100		1,800		24,670
4104	1	1980	138	One story with attic-Class 3	100		1,512		106,060
<b>Grand Total</b>								<b>3,632</b>	<b>132,280</b>

Code Area	Type	Exemptions/Special Assessments/Potential Liability							
<b>NOTATION(S):</b>									
■ FARM/FOREST POT'L ADD'L TAX LIABILITY FOREST									
■ FOREST HOMESITE									
4104									
<b>FIRE PATROL:</b>									
■ FIRE PATROL TIMBER						Amount	80.85 Acres	50.21	Year 2020
■ FIRE PATROL SURCHARGE						Amount	47.50		Year 2020

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

5-Mar-2020

JOHNSON, DAVID L. & LISA E.  
 92246 HALL CREEK LN  
 MYRTLE POINT, OR 97458-8722

Tax Account #	1181501	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	4104
Situs Address	92246 HALL CREEK LN MYRTLE POINT, OR 97458	Interest To	Mar 15, 2020

**Tax Summary**

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,410.24	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,374.25	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,344.40	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,308.40	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,224.55	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,236.63	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$289.55	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$283.26	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$272.05	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$336.81	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$325.51	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$345.90	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$276.43	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$267.84	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$249.94	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$232.20	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$122.00	Nov 15, 2003
<b>Total</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$10,899.96	

**TAX NOTATION...**

NOTATION CODE	DATE ADDED	DESCRIPTION
SPLIT CODE	4-Jun-2014	AFFIDAVIT #20303 - #1181591 COMBINED INTO #1181501 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION

**COOS COUNTY ASSESSOR  
REAL PROPERTY ACCOUNT NAMES**

3/5/2020 2:32:57 PM

**Account #** 1181501  
**Map** 29S1310-00-00100  
**Owner** JOHNSON, DAVID L. & LISA E.  
92246 HALL CREEK LN  
MYRTLE POINT, OR 97458-8722

---

<b>Name Type</b>	<b>Name</b>	<b>Ownership Type</b>	<b>Own Pct</b>
OWNER	JOHNSON, DAVID L.	OWNER	
OWNER	JOHNSON, LISA E.	OWNER	
OWNER			
TENANTS BY ENTIRETY			
HUSBAND			
	JOHNSON, DAVID L.		
WIFE			
	JOHNSON, LISA E.		



Terri L. Turi, Coos County Clerk

## RECORDING REQUESTED BY:

## GRANTOR:

Michael Lloyd Knapp  
94220 First St W  
Langlois, OR 97450

## GRANTEE:

David L. Johnson and Lisa E. Johnson  
428 A. St.  
Myrtle Point, OR 97458

## SEND TAX STATEMENTS TO:

David L. Johnson and Lisa E. Johnson  
92246 Hall Creek Ln  
Myrtle Point, OR 97458

## AFTER RECORDING RETURN TO:

David L. Johnson and Lisa E. Johnson  
92246 Hall Creek Ln  
Myrtle Point, OR 97458

Escrow No: 360614010661-TTCOO42  
29-13-10 100 A1181501 and 1181591  
92246 Hall Creek Ln  
Myrtle Point, OR 97458

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

### STATUTORY WARRANTY DEED

Michael Lloyd Knapp, Grantor, conveys and warrants to

David L. Johnson and Lisa E. Johnson, 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:

The East 868.4 feet of the NE 1/4 of Section 10, Township 29 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; excepting therefrom any portion lying with the County Road.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS \$220,000.00. (See ORS 93.030)

**Subject to and excepting:**

Taxes, covenants, conditions, restrictions, easements, rights of way, homeowners association assessments, if any, and matters now 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: *6/10/14*

*Michael L. Knapp*  
Michael Lloyd Knapp



State of OREGON

COUNTY of CLATSOP

This instrument was acknowledged before me on June 6, 2014

by: Michael Lloyd Knapp

Tonya Leanne Tucker, Notary Public - State of Oregon  
My commission expires: 5-26-18



SECTION 10 T29S R13W W.M.  
COOS COUNTY

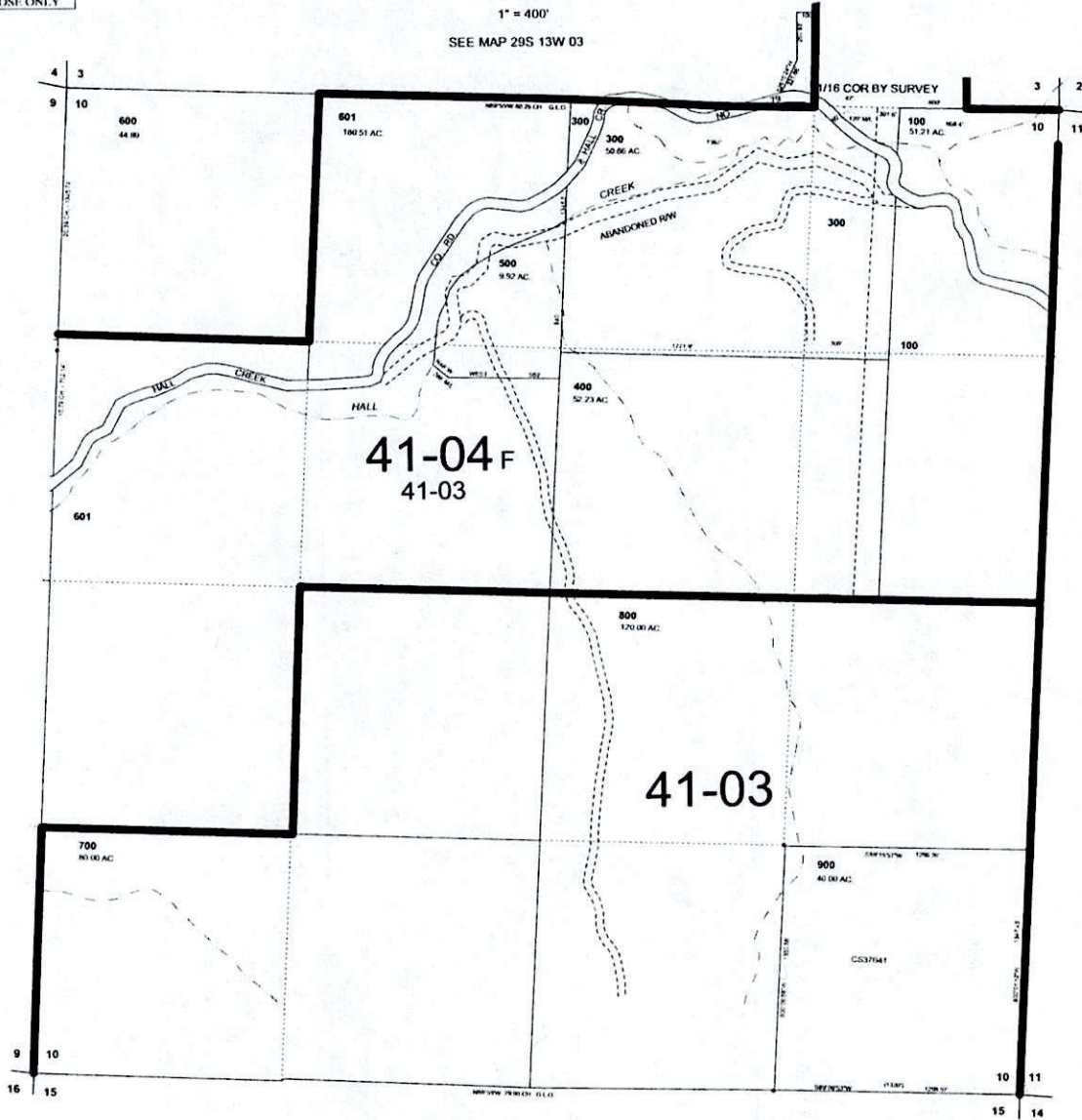
29S 13W 10

THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSES ONLY

1" = 400'  
SEE MAP 29S 13W 03

CANCELLED NO.

- 200
- 301
- 302
- 602



SEE MAP 29S 13W 09

SEE MAP 29S 13W 11

04-02-2014

29S 13W 10



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.

SECTION 10 T29S R13W W.M.  
COOS COUNTY

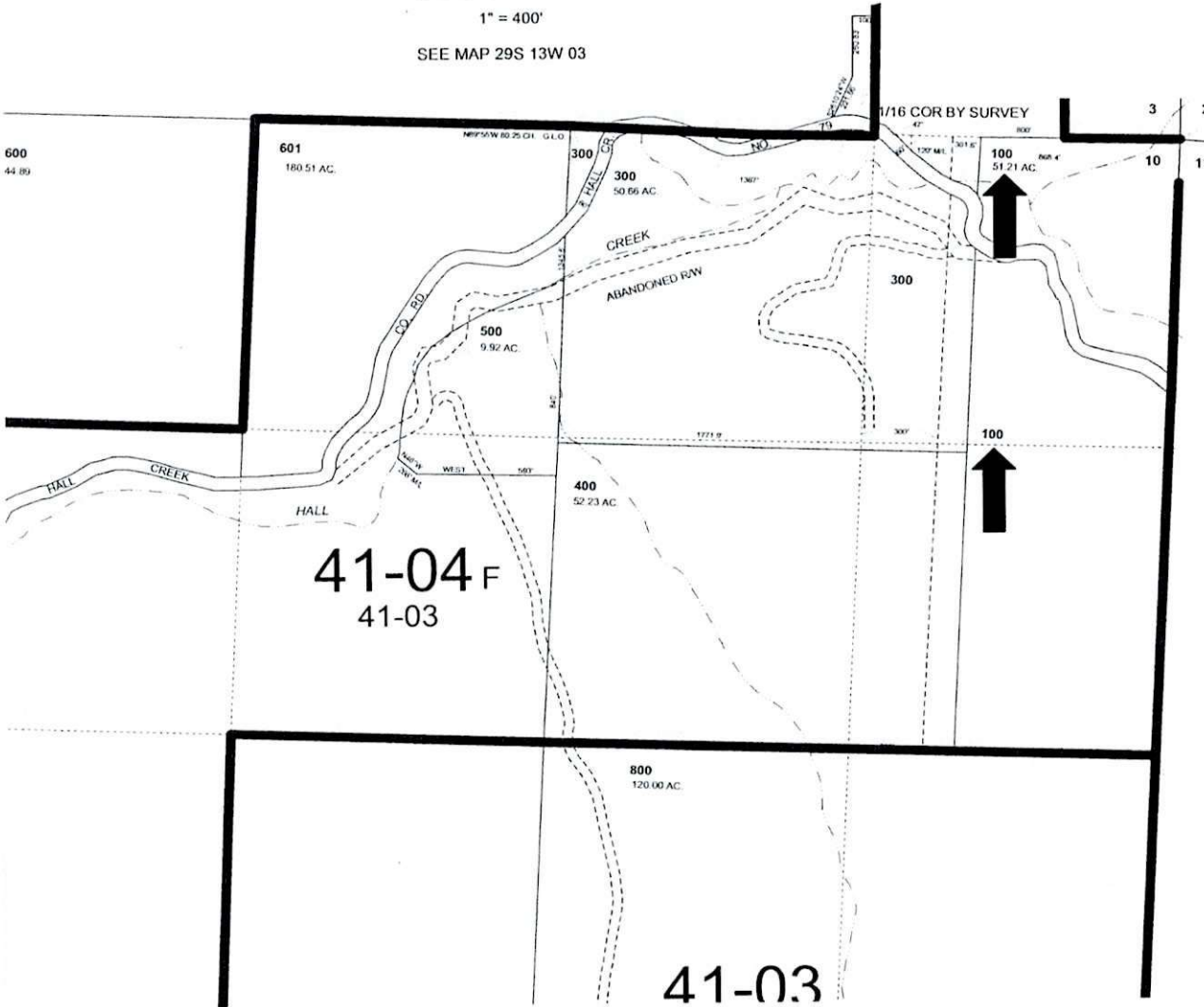
1" = 400'

SEE MAP 29S 13W 03

29S 13W 10

CANCELLED NO.

- 200
- 301
- 302
- 602



SEE MAP 29S 13W 11

79 5 2060

Notary Public in Oregon  
1976

WHEREAS ALL PARTIES TO THESE PRESENTS, that is, the undersigned, for a good and valuable consideration, the receipt thereof acknowledged, do hereby grant unto Coos-Curry Electric Cooperative, Inc., a cooperative corporation, whose post office address is P.O. Box 460, Coquille, Oregon, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Coos, State of Oregon, and more particularly described as follows:

A parcel of land situated East 888.4 feet of the NE 1/4 of Section 10, Township 29 South, Range 13 West of the Willamette Meridian.

and to construct, operate and maintain on the above described land and/or upon all streets, roads, or highways abutting said lands, an electric transmission or distribution line or system; and to remove and trim trees and brush to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wire in falling.

The undersigned covenant that they are owners of the above described lands and that the said lands are free and clear of encumbrances and liens whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seal this 1<sup>st</sup> day of OCTOBER, 1979, signed, sealed and delivered in the presence of:

WITNESSES:

OWNER'S SIGNATURE:

Mary Herman (Et. Vit.)  
(Et. Ux.)

STATE OF OREGON )  
COUNTY of Coos )

BE IT REMEMBERED, that on this 1<sup>st</sup> day of OCTOBER, 1979, before me, the undersigned, a Notary Public in and for said County and State; personally appeared the within named MARY HERMAN who is known to me to be the identical person described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal, this day and year last above written.

James P. Shea  
Notary Public for Oregon  
My Commission Expires:

12 February 1983



RECORDED OCT 22 1979 AT 4:29  
MARY ANN WILSON, COUNTY CLERK

-176-31

FILE # BOC 400  
384

Highway Division  
File 58596  
1R-3-1592

FILED APR 13 1980

90 4 1173

MARY ANN WILSON  
PERMANENT EASEMENT  
BY D. Taylor DEPUTY

MARY JO HERMAN, also known as Mary Jo Knapp, Grantor, grants to COOS COUNTY, a political subdivision of the State of Oregon, Grantee, its successors and assigns, a permanent easement to construct and maintain slopes, and to relocate, construct and maintain water, gas, electric and communication service lines, fixtures and facilities, and appurtenances therefore, upon, over, through, and across the following described property:

**Permanent Easement for Slopes, Water, Gas, Electric and Communication Service Lines, Fixtures and Facilities**

A parcel of land lying in the NE $\frac{1}{4}$  of Section 10, Township 29 South, Range 13 West, W.M., Coos County, Oregon; the said parcel being that portion of said NE $\frac{1}{4}$  lying Easterly of that property described in that deed to Steven M. Parker and Marlene M. Parker, recorded in the Book of Records of Coos County, Oregon as Microfilm Reel No. 81-1-1579; Northwesternly of a line at right angles to the center line of relocated Halls Creek Road (County Road) at Engineer's Station 2+00 and included in a strip of land 30 feet in width, lying on the Northeastly side of said center line which center line is described as follows:

Beginning at Engineer's center line Station 1+75, said station being 391.35 feet South and 865.07 feet West of the Northeast corner of Section 10, Township 29 South, Range 13 West, W.M.; thence North 13° 11' 41" West 26.54 feet; thence on a 71.62 foot radius curve left (the long chord of which bears North 39° 14' 06" West 62.88 feet) 65.10 feet; thence North 65° 16' 31" West 49.40 feet; thence on a 163.70 foot radius curve right (the long chord of which bears North 56° 47' 06.5" West 48.34 feet) 48.52 feet; thence North 48° 17' 42" West 210.96 feet; thence on a 1145.92 foot radius curve right (the long chord of which bears North 47° 15' 44" West 41.31 feet) 41.31 feet; thence North 46° 13' 46" West 33.17 feet to Engineer's center line Station 6+50.

True bearings based on Solar Observation taken April, 1987 by Coos County Survey.

The parcel of land to which this description applies contains 0.02 acre, more or less, outside of the existing right of way.

IT IS UNDERSTOOD that the easement herein granted does not convey any right, or interest in the above-described property, except for the purposes stated herein, nor prevent Grantor from the use of said property; provided, however, that such use shall not

Highway Division  
File 58596  
1R-3-1592  
90 4 1174

be permitted to interfere with the rights herein granted or endanger the lateral support of the highway, or to interfere in any way with the relocation, construction, and maintenance of said utilities, and their appurtenances, as granted hereinabove.

Also the rights of the owners of said relocated utilities shall be the same as previously existed in that portion of the utilities being relocated.

IT IS ALSO UNDERSTOOD that this easement shall be subject to the same conditions, terms and restrictions contained in the easements, licenses and/or permits granted to the owners of the facilities being relocated.

IT IS ALSO UNDERSTOOD that Grantor shall not place or erect any buildings or structures upon the easement area without the written consent of Grantee.

IT IS FURTHER UNDERSTOOD that nothing herein contained is intended to create any obligation on the part of Grantee for the maintenance of said utilities.

Grantor hereby covenants to and with Grantee, its successors and assigns, that she is the owner of said property, and will warrant the easement rights herein granted from all lawful claims whatsoever.

The true and actual consideration received by Grantor for this easement is \$ 100.00

Dated this 11<sup>th</sup> day of March, 1990.

Mary Jo Herman  
Mary Jo Herman

STATE OF OREGON, County of Curry

March 11<sup>th</sup>, 1990. Personally appeared the above named Mary Jo Herman, also known as Mary Jo Knapp, who acknowledged the foregoing instrument to be her voluntary act.

Before me:

Laura M. Cobb  
Notary Public for Oregon  
My Commission expires \_\_\_\_\_

State of Oregon, County of Curry  
90-4-1173

I, Mary Ann Wilson, County Clerk, certify the within instrument was filed for record at  
Page 2 - PE 9:45 AM apr 18, 1990

By S. Taylor Deputy

#pages 2 Fee \$ \_\_\_\_\_

