PROPERTY LINE ADJUSTMENT



Phone #: 541-267-2872

SUBMIT TO COOS COUNTY PLANNING DEPT. AT 225 N. ADAMS STREET OR MAIL TO: COOS COUNTY PLANNING 250 N. BAXTER, COOUILLE OR 97423. EMAIL PLANNING@CO.COOS.OR.US PHONE: 541-396-7770

FILE NUMBER: PLA-ZO-O Receipt #: 21931) Received by: Date Received: This application shall be filled out electronically. If you need assistance please contact staff. If the fee is not included the application will not be processed. (If payment is received on line a file number is required prior to submittal) LAND INFORMATION A. Land Owner(s) Rex & Devera Miller Mailing address: 63109 W. Catching Rd., Coos Bay, OR 97420 Email: amiller@stuntzner.com Phone: 541-404-6503 Township: Range: Section: 1/4 Section: 1/16 Section: Tax lot: 26S 12W **→** Select Tax Account Number(s): 466203 Zone: Select Zone Exclusive Farm Use (EFU) Acreage Prior to Adjustment: 4.16 Acreage After the Adjusment 5.06 B. Land Owner(s) Bruce & Marsha Jackson Mailing address: 62899 W. Catching Rd., Coos Bay, OR 97420 Email: WERAT 32@ GMAIL. COM Phone: 541-266-8505 1/4 Section: 1/16 Section: Section: Township: Range: 12W D Select 100 **26S** Tax Account Number(s) 466302 Zone Exclusive Farm Use (EFU) Acreage After the Adjustment 27.76 Acreage Prior to Adjustment: 28.66 C. Surveyor Doug C. McMahan - Stuntzner Eng. & Forestry LLC Mailing Address 705 South 4th St., P.O. Box 118, Coos Bay, OR 97420

Any property information may be obtained from a tax statement or can be found on the County Assessor's webpage at the following links: Map Information Or Account Information

Email: dmcmahan@stuntzner.com

Please check off that all the required documents have been submitted with the application. Failure to submit documents will result in an incomplete application or denial.

To	Purpose of the Property Line Adjustment: adjust the boundary of tax lot 301 to add additional grazing ple orchard.	g land and expaned the e	existing
<u> </u>	A before and after vicinity map locating the proposed line adjustibilities, partitions, other units of land and roadways.	ustment or elimination in re	elocation to adjacent
V	A plot plan showing the existing boundary lines of the lots or paperoximate location for the proposed adjustment line. The plant 1. Within Farm and Forest at least within 30 feet of the proper 2. Within Rural Residential at least 10 feet of the property both 3. Within Controlled Development at least within 20 feet of the 4. Within Estuary Zones at least within 10 feet of the boundary 5. Within Commercial and Industrial within 10 feet of the boundary 10 feet of the boundary 11 feet of the boundary 12 feet of the boundary 12 feet of the boundary 13 feet of the boundary 14 feet of the boundary 15 feet of the boundary 16 feet of the boundary 16 feet of the boundary 17 feet of the boundary 18 feet of the boundary 19 feet	ot plan needs reflect structu erty boundaries. oundaries. he boundaries. ries.	
	If there is no development within distance listed above the plar required distance.	needs to indicate not deve	lopment within the
√	A current property report (less than 6 months old) indicating an easeemnts, restrictive covenants and rights-of-way, and owners <i>This shall be for both properties</i> . At the minimum a deed show easements, covenants and ownership will be accepted for both holder as part of this process.	hips of the property. A title ing the current lien holders	e report is acceptable. s, reference to
	Please list all Lien Holders n	ames and addresses:	
	Property 1:		
	Property 2:		
	Please answer the following:		
	Will the adjustment create an additional Unit of land?	Yes	No 🗹
	Does property 1 currently meet the minimum parcel/lot size?	Yes 🔽	No 🗆
	Does property 2 currently meet the mimimum parcel/lot size?	Yes 🔽	No 🗆

Was property one created through a land division?	Yes 🗌	No 🗹
TL# 301 was not Created by Partition, P.O.D. of Was property two created through a land division? Subdivision	γ _{Yes} □	No 🗹
TLH 100 was not Created by a partition, P.U.D. or Are there structures on the property?	Yes 🔽	No 🗆
If there are structures please provide how far they are in feet from the adju	sted bound 200 +/-	
Is there a sanitation system on the one or both properties, if so, please indi-		
Onsite Septic		Public Sewer
Is property one going to result in less than an acre and contain a dwelling?	Yes□	No 🗹
Is property two going to result in less than an acre and contain a dwelling?	Yes 🗌	No 🗸
Is one or both properties zoned Exclusive Farm Use or Forest?	Yes 🗸	No 🗌
Will the property cross zone boundaries? If so, a variance request will be r	equired.	Yes No
Will the property line adjustment change the access point?	Yes□	No 🗹
Acknowledgment Statement: I hereby declare that I am the legal owner of record consent of the legal owner of record and I am authorized to obtain land use app within this form and submittal information provided are true and correct to the belief. I understand that any authorization for land use approval may be revok was issued based on false statments, misrepresentation or in error.	rovals. T	he statements ly knowledge and
Property Owner Signatures	_	
IL#301 Lone Miller Centra II	tille	
TL# 100 BRUCE JACKSON BRUCE JACKS	br	
Section 5.0.150 Application Requirements: Applications for development (includes land divisions and relocation of property be shall be filled on forms prescribed by the County and shall include sufficient inform necessary to demonstrate compliance with the applicable creiteria and standards of accompanied by the appropriate fee.	oundary) or	evidence

Coos County Property Line Adjustment Application 3



Coos County Planning Department

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

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

Jill Rolfe Planning Director

CONSENT

On this \6 th	day of	June			20 <u> 20</u> ,
I, Rex E. Miller		ン. M:\\ wners Name as			
as owner/owners of the prop	perty described a	s Township	26	, Range	17
Section 6A	, Tax Lot	301	, Deed Refer	ence	
hereby grant permission to	Sturtzne	1cMahan - Eng. ed (Print)	Forestry Name)	LLC	so that a(n)
Property Line (Print Application T	Hdjustme Type)	nt	application o	an be submitt	ted to the Coos
County Planning Departmen	nt.	1			
Owners Signature/s	Ken	-2-	Mille		
	ema	511	We		-

1



300 W Anderson (541)269-5127

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

To ("Customer"): Stuntzner Engineering and Foresty, LLC

PO Box 118

Coos Bay, OR 97420

Customer Ref.:

360620031575

Order No.: Effective Date:

June 26, 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:

Rex E. Miller and Devera J. Miller, as tenants by the entirety

Premises. The Property is:

(a) Street Address:

63109 W. Catching Rd, Coos Bay, OR 97420

(b) Legal Description:

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

Part Two - Encumbrances

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

EXCEPTIONS

- 1. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2020-2021.
- 2. The Land has been classified as Forest Land, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
- The Land has been classified as Farm Land, as disclosed by the tax roll. If the Land becomes 3. disqualified, said Land may be subject to additional taxes and/or penalties.
- 4. Rights of the public and governmental agencies in and to any portion of said land lying within the boundaries of streets, roads, and highways.
- 5. Easement(s) and rights incidental thereto, as granted in a document:

Granted to:

Chris and Mary Lund, husband and wife

Recording Date: Recording No:

January 11, 1930 Book 110. Page 71

An Easement created by instrument, including the terms and provisions thereof, 6.

In favor of:

United States of America

For: Power line

Dated: March 14, 1950

Recorded: March 29, 1950

Book: 197 Page: 679

Amendment(s)/Modification(s) of said easement by Notice of Limited Consent

Recording Date:

January 24, 2017 Recording No: 2017-000683

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

Granted to:

Catching Inlet Drainage District

Recording Date:

June 1, 1956

Recording No:

Book 250, Page 640

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

Granted to:

Catching Inlet Drainage District

Recording Date:

June 1, 1956

Recording No:

Book 250, Page 651

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

Granted to:

Catching Inlet Drainage District

Recording Date:

June 19, 1956

Recording No:

Book 251, Page 202

Ticor Title Company of Oregon Order No. 360620031575

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

Granted to:

Pacific Power & Light Company

Recording Date:

August 27, 1980

Recording No:

80-3-3838

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: Modification to Transmission Line Easement

In favor of: U. S. Department of Energy-Bonneville Power Administration

Recording Date: June 28, 2012 Recording No: 2012-5257

12. Please be advised that our search did not disclose any open Deeds of Trust of record.

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

A parcel of land in the Southeast quarter of Section 6, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows:

Beginning at the Northeast corner of Lot 1, Block 1, Doane's Plat of Fruitland; thence North 87° 16' West along the North line of said Lot 1 to a point being the center of that certain vacated street lying between Blocks 1 and 2, Doane's Plat of Fruitland; thence South 0° 48' West along the center of said vacated street a distance of 324.50 feet more or less to a point being the Northeast corner of that parcel conveyed to Mamie L. Miller by deed recorded July 27, 1978 as microfilm no. 78-5-2081, Records of Coos County, Oregon; being referred to herein as Point "A"; thence South 82° 48' West a distance of 308.12 feet to an iron pipe on the East boundary of the County road said point being referred to herein as Point "B"; thence Southerly along said road boundary to the intersection with a line parallel to and 78 feet Southerly of the line between points "A" and "B"; thence North 82° 48' East 894.10 feet more or less to the East line of said Block 1, Doane's Plat of Fruitland; thence North along said East line a distance of 290.22 feet to the point of beginning.

TOGETHER WITH that property conveyed by Property Line Adjustment Deed recorded December 15, 2006 as microfilm no. 2006-16880, Records of Coos County, Oregon.

TOGETHER WITH that property conveyed by Property Line Adjustment Deed recorded December 4, 2009 as microfilm no. 2009-11964, Records of Coos County, Oregon.

TOGETHER WITH that property conveyed by Property Line Adjustment Deed recorded April 6, 2015 as microfilm no. 2015-02622, Records of Coos County, Oregon and re-recorded on May 7, 2015 as microfilm no. 2015-003747, Records of Coos County, Oregon.



Coos County Planning Department

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

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

Jill Rolfe Planning Director

CONSENT

On this 16th day of Jone		20 <u>20</u> ,
I, Bruce & Marsha Jackson (Print Owners Name as on Deed)		
(1 Thit Owners Name as on Deed)		
as owner/owners of the property described as Township26	, Range	12
Section 6D, Tax Lot 100, Deed Refere	ence	
Day C. Mc Mahan		
hereby grant permission to Sturtzner Eng. & Forestry (Print Name)	LLC	so that a(n)
(Print Name)		
Property Line Adjustment application ca	an be submitt	ed to the Goos
(Print Application Type)		
County Planning Department.		
Owners Signature/s BRUCE JACK SON		
Marsha Jechen		-

Ticor Title Company of Oregon Order No. 360620031575

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

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

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

Ticor Title Company of Oregon Order No. 360620031575

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.

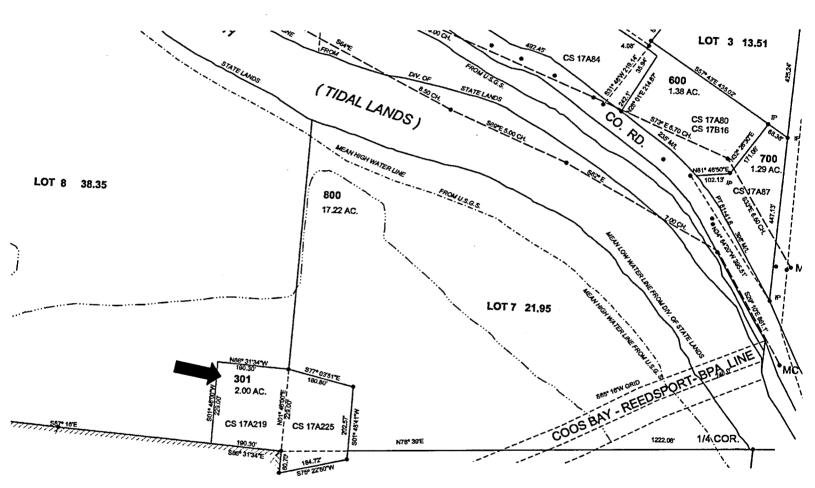
NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

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'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY

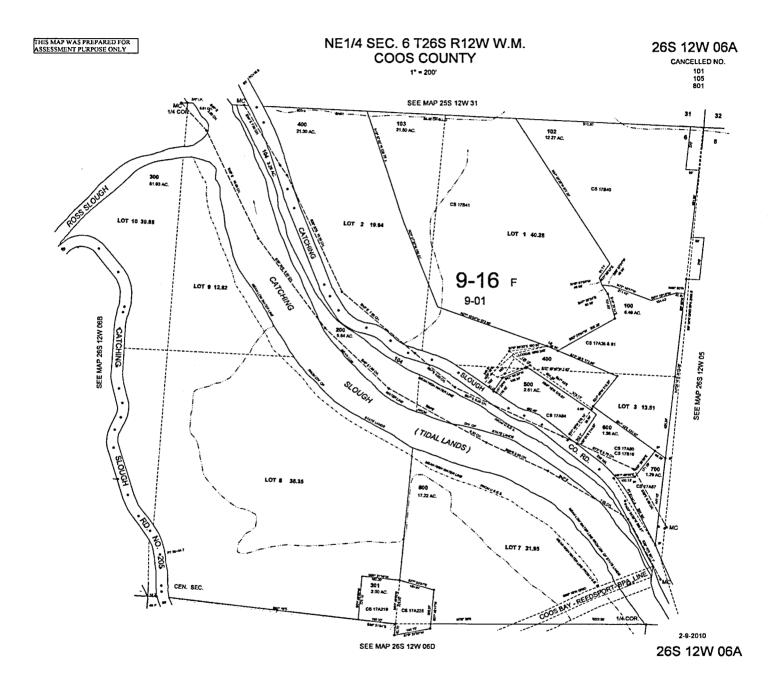


This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does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



SEE MAP 26S 12W 06D

26



WENDELL W. MILLER AND MARIE S.	RILLECT
hereinafter called grantor, for the consideration hereinafte REX E. MILLER AND DEVERA J. MILLER. HU	r stated, does hereby grant, bargain, sell and convey unto SBAND_AND_VIFE
tenements, hereditaments and appurtenances thereunto	necessors and assigns all of that certain real property with belonging or in anywise appenaining situated in the Count on, described as follows, to-wit:
SEE EXHIBIT A	•
•	
	•
This instrument is to terminate life es	state created by instrument recorded Septemb
To Have and to Hold the same unto the said grantee	e and grantee's heirs, successors and assigns forever.
The true and actual consideration paid for this tran	user, stated in terms of dollars, is \$ To terminate life chudes other property or value given or promised which is
	The senience between the symbols $oldsymbol{\circ}$, if not applicable should
	puires, the singular includes the phural and all grammatical char ily to corporations and to individuals.
In Witness Whereof, the grantor has executed this in	to be signed and seal affixed by its officers, duly authorized the
by order of its board of directors.	Wen lell han the
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPER DESCRIBED IN THIS INSTRUMENT IN VOLUTION OF APPLICAB	Wendell W. Miller
.LAND 1995 LAWS AND REGULATIONS REFORE SERNING I	
ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING F TITLE TO THE PROPERTY SHOULD CHECK WITH TO APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT	TO Marie'S. Miller
VERIFY APPROVED USES.	
STATE OF OREGON County of COOS }ss.	
BE IT REMEMBERED, That on this 24th	day ofJuly, 19 92_, before me,
undersigned, a Notary Public in and for said County and S	
WENDELL W. HILLER MEDICAR DECOCORDORSK	
known to me to be the identical individuals. described	f in and who executed the within instrument and acknowledge:
me that HE executed the same freely and vo	luntarily.
	mu hand and affired my afficial seal the day and wear last an
•	my hand and affixed my official seal the day and year last ob
•	my hand and affixed my official seal the day and year last ab
WILLON. OFFICIAL BEAL PAMELA K DENY	Panela K. Bent Notary Public for Over
OFFICIAL BEAL PAMELA K JENT OFFICIAL BEAL OFFICIAL SEAL OF	Panela K. Bent
OFFICIAL BEAL PAMELA & CENT HOT. IN PUBLIC - OREGON COMMISSION NO. 015737	Panela K. Bent Notary Public for Over
OFFICIAL SEAL PAMELA K DENT NOT. TO DELIC - OREGON COMMISSION NO. 015737	Panela K. Bent Notary Public for Over
OFFICIAL SEAL PANEL & CANT NOT. IT PUEL & CARGON COMMISSION NO. 018737 BY DEPENSAGE LITTERS BAY 31, NESS	Pamela K. Bont Notary Public for Orego My Communission expires 18080888. May 31, 1996
OFFICIAL BEAL PAMELA K DINT NOT. IN DELIC - OREGON COMMISSION NO. 015737	Notary Public for Orego My Commission expires 18080888 May 31, 1996 RECORDING # 92071231 I, Mary Ann Wilson,
OFFICIAL BEAL PANEL & CANTON POLICY POLICY - OREGON COMMISSION NO. 018737 BY DOYESSON DURES BAY 31, HER Granton's Name and Address REX E. MILLER	Panel K. Bont Notary Public for Orego My Commission expires 1808088 May 31, 1996 RECORDING # 92071231
OFFICIAL BEAL PAMELIA JENT NOT. ITY PUBLIC - OREGON COMMISSION NO. 015737 BY DETYPOSOR LIVES BAY 31, 1638 Grantor's Name and Address	Panelak Bont Notary Public for Orego My Commission expires 19-8-98 May 31, 1996 RECORDING \$ 92071231 I, Mary Ann Wilson, Coos County Clerk, certify
OFFICIAL BEAL PAMELA K JOHN NOT. IT PUBLIC - OREGON COMMISSION NO. 015737 BY WYSSER LIVES SAY 31, 1638 Granton's Name and Address REX E. HILLER Grantee's Name and Address After recording return to: LLAMETTE VALLEY TITLE	RECORDING \$ 92071231 I, Mary Ann Wilson, Coos County Clerk, certify the within instrument was filed for record at 3:14 ON 07/31/1992
Grantor's Name and Address Grantor's Name and Address Mer recording return to: LLAMETTE VALLEY TITLE 454 Commercial 104441 to.	RECORDING # 92071231 I, Mary Ann Wison, Coos County Clerk, certify the within instrument was filed for record at 3:14 ON 07/31/1992 By M. \$RIGHY Deputy
OFFICIAL BEAL PAMELA K JOHN NOT. IT PUBLIC - OREGON COMMISSION NO. 015737 BY WYSSER LIVES SAY 31, 1638 Granton's Name and Address REX E. HILLER Grantee's Name and Address After recording return to: LLAMETTE VALLEY TITLE	RECORDING \$ 92071231 I, Mary Ann Wilson, Coos County Clerk, certify the within instrument was filed for record at 3:14 ON 07/31/1992

STATE OF OREGON,

County of Coos

BE IT REMEMBERED, That on this 24 day of July , 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named MARIE S. MILLER

known to me to be the identical individual 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 allixed my official seal the day and year last above written.

Notary Public for Oceson.

My Commission expires 7.5

MOTION TO THE

EXHIBIT "A"

A parcel of land in the Southeast quarter of Section 6, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows:

Beginning at the Northeast corner of Lot 1, Block 1, in Doane's Plat of Fruitland; thence North 87° 16' West along the Northline of said Lot 1 to a point being the center of that certain vacated street lying between Blocks 1 and 2, Doane's Plat of Fruitland; thence South 0° 48' West along the center of said vacated street a distance of 324.50 feet more or less to a point being the Northeast corner of that parcel conveyed to Mamie L. Miller by deed recorded July 27, 1978 as no. 78-5-2081, records of Coos County, Oregon; being referred to herein as Point "A"; thence South 82° 48" West a distance of 308.12 feet to an iron pipe on the East boundary of the County road said point being referred to herein as Point "B"; thence Southerly along said road boundary to the intersection with a line parallel to and 78 feet Southerly of the line between points "A" and "B"; thence North 82° 48' East 894.10 feet more or less to the East line of said Block 1, Doane's Plat of Fruitland; thence North along said East line a distance of 290.22 feet to the point of beginning.

Account No. 48724.03

seals this 10th day of January, 1930.

Executed in the presence of John G. Mullen, C. E. Maybee

Freeman Otterstrom ,)seal Agnes Otterstrom ,)seal

State of Oregon County of Coos :ss BE IT REMEMBERED That on this 10th day of January A. D. 1930 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Freeman Otterstrom and Agnes Otterstrom, husband and wife, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

Recorded Jan. 11, 1930, 10:30 A.M. Robt. R. Watson, County Clerk

John G. Mullen Notary Public for Oregon My commission expires 11/26/1932 (Notarial seal)

40948. THIS INDENTURE WITNESSETH, That I, W. P. Grandy, a widower, the grantor, in consideration of ten dollars and other valuable considerations to me paid do grant, bargain sell and convey unto James L. Mattei, the grantee, the following described real property to-wit:

Lots one and eight of block twenty-three of Brown's Addition to town now city of Myrtle Point, in Coos County, State of Oregon, as par plat of said addition on file in the office of the County Clerk of said County.

TO HAVE AND TO HOLD said premises with its tenements, hereditaments and appurtenances unto said grantee, his heirs and assigns forever. The grantor covenants with said grantee, his heirs and assigns, that he is the owner in fee simple of said premises, and that the same are free from all incumbrance and that he will warrant and defend the said premises from any and all lawful claims and demands whatsoever.

Sealed and dated the 22nd day of November, 1929.

Witnesses Bennett Swanton, Esther Mineau W. P. Grandy (seal)

State of Oregon County of Coos :as I certify that on November 22, 1929, personally appeared before me, in my official capacity as Notary Public for said State, above named grantors W. P. Grandy personally who is/known to me to be the identical individuals described in and who executed the foregoing instrument and acknowledged to me that he executed the same freely.

Recorded Jan. 11, 1930, 10:40 A.M. Robt. R. Watson, County Clerk

Bennett Swanton
As Notary Public aforesaid
My commiss on expires Febr. 8, 1933
(Notarial seal)

40949. We, Rhoda E. Ross, George Ross and Lucy Ross, his wife, the first parties, in consideration of One Dollar to them paid, do give to Chris and Mary Lund, husband and wife and Herman and Laura Smithgall, husband and wife, the second parties, the right to maintain and use a right of way of about ten feet in width over and across our farm on Ross Inlet, in Section 6, Township 26 South of Range 12 West of Willamette Meridian, in Coos County, Oregon so as to connect their right of way from the northerly line of Fruitland, in West half of Southeast quarter of said Section 6, and crossing Lot 8 and the South half of Northwest quarter in a northwesterly direction to Ross Slough bridge, maintained by the farmers; and thence across said slough where said bridge is maintained to the Ross Slough market or county road, in said lot ten of said Section 6; and to be substantially as heretofore used by the settlers or farmers in said district, and particularly those occupying said Fruitland tract.

D-110

We reserve the right to the use of said right of way and to grant other rights of way there on, so long as we do not unnecessarily or unreasonably interfere with the use thereof, substantially as heretofore.

TO HAVE AND TO HOLD the use of said right of way unto said second parties, their heirs and assigns forever.

Witness our hands and seals this __ day of December, 1918.

H. S. Bonebrake, Mary Lund .

Rhoda E. Ross Lucy A. Ross

State of Oregon County of Coos, :ss On December 19, 1929, personally appeared before me, a Notary Public for State of Gregon, H. S. Bonebrake with whom I am well and personally acquainted and who is personally known to me to be the identical individual who signed the within instrument as one of the witnesses to the signature of the within described individuals Rhode E. Ross, George Ross and Lucy A. Ross, his wife, the grantors and he being first duly sworn, on oath did say that his residence is Portland, Oregon, that he is well and personally acquainted with and knows said grantors within named; that on December 9, 1929, in said Coos County said individuals grantors in his presence did sign, seal and deliver said instrument and did acknowledge that they executed the same freely; that the genuine signature of said grantors respectively is subscribed to said instrument.

Recorded Jan. 11, 1930, 1:35 F.M. Robt. R. Watson, County Clerk

Bennett Swanton Notary Public for Oregon My commission expires Febr. 8, 1933 (Notarial seal)

KNOW ALL MEN BY THESE PRESENTS, That we, V. N. Barker and Mildred Barker, husband and wife, of Coos County, State of Oregon, in consideration of Ten and no/100 Dollars to us paid by J. L. Knight of Coos County, State of Oregon have bargained and sold and by these presents do grant, bargain, sell and convey unto said J. L. Knight, his heirs and assigns, all the following bounded and described real property, situated in the County of Coos and State of Oregon:

The Et of the Swift the NW of the SEi; the SEi of the NW; the NE of the NW; the Wa of the NEA, and the SEA of the NEA, all in Section 23, Township 29 South of Range 13 West of the Willamette Meridian, and the NET of the NW1 in Section 26, Township 29 South of Range 13 West of the Willamette Maridian, in Coos County, Oregon; together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and also all our estate, right, title and interest in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD the above described and granted premises unto the said J. L. Knight, his heirs and assigns forever. And V. N. Barker and Mildred Barker, grantors above named do covenant to and with J. L. Knight, the above named grantee, his heirs and assigns that we are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances excepting a mortgage. In favor of the World War Veterans State Aid Commission, which the grantee hereby assumes and agrees to pay and that we will and our heirs, executors and administrators shall warrant and forever defend the above granted premises and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever excepting as above stated;

IN WITNESS WHEREOF, the grantors above named have hereunto set our hands and seals this 18th day of November, 1929.

Executed in the presence of Saima Lindros, J. Arthur Berg

V. N. Barker (seal) . Wildred Barker



Coos

255

31541

Tract No. R-CB-101

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, LAURAYNE V. KERSHAN and
The Holdelly, wife and hasband,
For and in consideration of the sum of TWO HUNDRED FIFTY
Dollars (\$ 250.00)
in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged
hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and it
assigns, a perpetual easement and right to enter and erect, operate, maintain, regist
rebuild, and patrol one or more electric power transmission lines and appurtenent signa
lines, poles, towers, wires, cables, and appliances necessary in connection therewith
in, upon, over, under, and across the following-described parcel of land in the Count

That portion of Lot 2 of Block 1 and Lot 2 of Block 2 in Doane's.
Plat of 'ruitland, according to the duly recorded plat thereof, in
Section 6, Township 26 South, Range 12 West of the Willamette Weridian,
Coos County, Oregon, which lies within a strip of land 100 feet in
width, the boundaries of said strip lying 50 feet distant from, on each
side of, and parallel to the survey line of the Reedsport Coos Bay transmission line, as now located and staked on the ground over, deress, upon,
and/or adjacent to the above-described property, said survey line being
particularly described as follows:

Beginning at survey station 1537 + 53.4 a point on the east line of Section 6, Township 26 South, Range 12 West, Willamette Meridian, said point being S. 5° 16' W. a distance of 2355.6 feet from the northeast corner of said Section 6; thence S. 65° 16' W. a distance of 14.53.1 feet to survey station 1552 + 46.5; thence S. 86° 16' W. a distance of 3866.4 feet to survey station 1591 + 12.9 a point on the west line of said Section 6, said point being S. 2° 36' W. a distance of 873.3 feet from the quarter section corner on the west line of said Section 6.



in the State of

VAL 197 PAGE 680

together with the right to clear said parcel of land and keep the same clear of all brush, timber, structures, and fire hazards, provided however, the words "fire hazards" shall not be interpreted to include growing crops; and also the present and future right to top, limb, fell, and remove all growing trees, dead trees or snags (collectively called "danger trees") located on Grantor's land adjacent to said parcel of land, which could fall upon or against said transmission and signal line facilities.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush and timber cut and removed from said parcel of land and also all growing trees, dead trees or snags (collectively called "danger trees") cut and removed from Grantor's land adjacent to said parcel of land, is and shall be vested in the UNITED STATES OF AMERICA and its assigns and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for all damages incidental to the exercise of any of said rights.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 14 day of March , 1950

Jack J. Kershaw

VOL 197 PAGE 681

(Standard form of acknowledgment abbroved for use with all conveyances in Vashington and Oregon)

COUNTY OF Coal

on the 14 day of March , 1950, personally came before me, a notary public in and for said County and State, the within-named Laurayne V. Kershaw and Jack J. Kershaw,

to me personally known to be the identical person sdescribed in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as ir free and voluntary act and deed, for the uses and purposes therein mentioned.

BIVEN under my hand and official seal the day and year last above written.

(SEAL)

Motary Public in and for the State of Chagon Residing at Portland

Hy commission expires: 12-7-53

COUNTY OF COON } SS:

I CERTIFY that the within instrument was received for the record on the day of of lucla of said County.

I CERTIFY that the within instrument was received for the record on the day of or lucla of said County.

Witness my hand and seal of County affixed.

4. W. ODDY

Debuty.

Upon recordation, please return to:

TITLE UNIT, LAND SECTION
BONNEYILLE POWER ADMINISTRATION
P.O. BOX No. 3137
PORTLAND 8, OREGON

U

After Recording Return to First American Title 2892 Crescent Ave, Eugene, Oregon 97408

7199-2795877-0

AFTER RECORDING, RETURN TO Bonneville Power Administration TERR-3 P.O. BOX 3621 PORTLAND, OR 97208-3621

Legal description: A portion of the NW1/4SE1/4 of Section 6, Township 26 South, Range 12 West, Willamette Meridian, Coos County, Oregon, as shown on Exhibit B. (Affects Tax Account No. 4872403 and 4872493.)

COOS COUNTY, OREGON 2017-000683 \$66.00 01/24/2017 02:42:00 PM Terri L.Turi, Coos County Clerk Pgs=5

U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

NOTICE OF LIMITED CONSENT

Case No.:

20150436

Tract Nos.:

R-CB-27-A-101 and R-CB-27-AB-101

Line Name:

Reedsport-Coos Bay Line (Operated as Reedsport-Fairview No. 1)

ADNO:

7470

Structure No.: 27/4

THE UNITED STATES OF AMERICA, BONNEVILLE POWER ADMINISTRATION (BPA) hereby grants LIMITED CONSENT to Rex E. and Devera J. Miller hereafter called Owners.

WITNESSETH:

THAT WHEREAS, the Owners or their Predecessors in Title did grant unto BPA or its predecessors, easements over the property of the Owners located in a portion of the NW1/4SE1/4 of Section 6, Township 26 South, Range 12 West, Willamette Meridian, Coos County, State of Oregon, and

WHEREAS, the aforesaid easements were recorded in the Coos County Clerk's Office on March 29, 1950 in book 197 page 679, and on June 28, 2012, under Auditor's File No. 20125257 of Deed Records of said county, and

WHEREAS, the Owners have a fence constructed with non-conductive material which BPA has determined encroaches upon and violates the terms of the aforesaid easements.

Recorded by First American Title as a courtesy only. No liability eccepted for condition of title or validity, sufficiency, or effect of document.

Case No. 20150436

Tract Nos.: R-CB-27-A-101 and R-CB-27-AB-101

HOWEVER, BPA will not seek the removal of said wood fence at this time for the following reasons:

The wood fence adjacent to the transmission structures does not meet the 50-foot vertical clearance requirement; however, the fence is not currently a hazard to, or an interference with, BPA's present use of these easements for electrical transmission purposes. In the event BPA determines that the fence adjacent to the transmission structures has become a hazard to, or an interference with, BPA's use of these easements, the Limited Consent will be revoked and the fence will be removed at no cost to BPA.

THEREFORE, this notice serves as limited consent for use of the easement areas by the Owners, subject to the attached list of conditions, entitled "Exhibit A", and as shown on the attached map entitled "Exhibit B".

AS an agency of the UNITED STATES OF AMERICA, BPA is not liable for damage to property, or injury to, or death of, persons (except as such liability is allowed by Federal statute). The Owners should take adequate precautions, by insurance or otherwise, for protection from loss, damage, injury, and liability to others therefore, which may result from use of the easement areas.

AS the provisions set forth in this notice are applicable to the current ownership of this property, they are transferable or assignable with written approval. The Owners shall make any future prospective buyer of this property aware of this notice and its provisions. BPA makes no warranty that it will give this limited consent to a new owner.

IN WITNESS WHEREOF, BPA has executed this instrument as of the date written below:

BONNEVILLE POWER ADMINISTRATION:

Case No. 20150436

Tract Nos.: R-CB-27-A-101 and R-CB-27-AB-101

PERSONAL/FIDUCIARY ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Oregon) ·
) ss
County of Multnomah)

On this day of d



Kain Moutha (ampbell)

Printed Name

Notary Public in and for the State of <u>OveCD h</u>

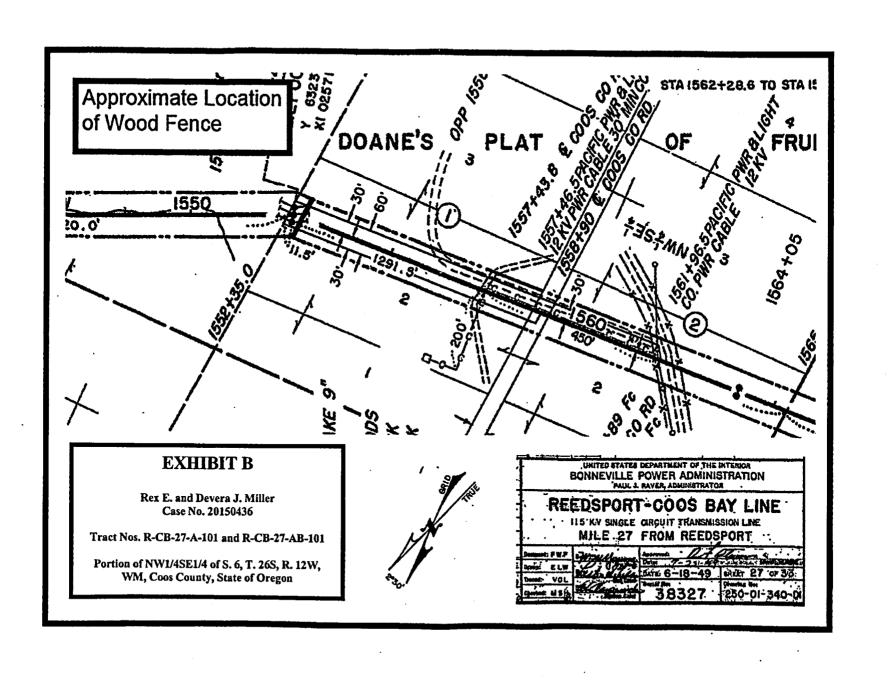
Residing in Multhomah County, OR

My commission expires December 15, 2018

EXHIBIT A

- 1. Maintain a minimum distance of at least 25 feet between your facilities and the transmission line conductors (wires).
- 2. Maintain a minimum distance of at least 50 feet between your facilities and the transmission line structures except, as agreed to as shown on BPA Exhibit B.
- 3. Equipment, machinery, and vehicles traveling on BPA's right-of-way shall come no closer than 25 feet to any BPA structure or guy anchor ground attachment point.
- 4. No storage of flammable materials or refueling of vehicles or equipment on the right-of-way.
- 5. No grade changes are allowed on the right-of-way without written approval.
- 6. Access to BPA transmission line system by BPA and/or its contractors shall not be obstructed at any time.
- 7. Maintain adequate gates in your fence of not less than 16 feet in width for the passage of BPA vehicles. Gates may be locked provided a BPA lock is also included in the locking mechanism.
- 8. Because smoke is a conductor, NO brush piles or burning on the right-ofway is allowed. Electricity traveling down the smoke could potentially cause a deadly situation for anyone standing on or near the point where the electricity contacts the ground.

Case No. 20150436 Tract Nos.: R-CB-27-A-101 and R-CB-27-AB-101



vol 250 mee 640

CATCHING SLOUGH

Tract No. 2

EASEMENT DEED

FOR AND IN CONSIDERATION OF THE sum of TEN- - -BOLLARS (\$10.00) in hand paid, receipt of which is hereby acknowledged, and the benefits which will accrue to the land of the Grantors by the exercise of the rights herein granted, GEORGE F. ROSS, Jr., and JOYCE ROSS, his wife, do hereby grant, bargain, sell and convey unto the CATCHING INLET DRAINAGE DISTRICT, a duly incorporated drainage district within Coos County, Oregon, and its assigns, a perpetual easement and right-of-way, for the purposes hereinafter stated, over and through, under, along and across that certain parcel of land situate in the County of Coos, State of Oregon, described as follows, to-wit:

Beginning at an iron pipe at the center of Section 6, Township 26 South, Range 12 West of the Willamette Meridian, Cocs County, Oregon; thence North 29° 30' West .757.3 feet to an iron pipe; thence North 16° 13' West 1226 feet to an iron pipe; thence North 56° 13' West across Ross Slough to the left bank of Ross Slough; thence downstream along the left bank of Ross Slough to the left bank of Catching Slough; thence upstream along the left bank of Catching Slough; thence upstream along the left bank of Catching Slough; thence upstream along the left bank of Catching Slough; thence upstream along the left bank of Catching Slough; thence South along the East boundary of Lot 6 in Section 6; thence South along the East boundary of said Lot 8 to the Southeast corner thereof; thence West along the South boundary of said Lot 8 to the Southwest corner thereof to the place of beginning. Except right of way for County Road. Also, except: Beginning at an iron pipe on the Westerly boundary of the right of way of the County Road through the SEt of the NWt of said Section 6, from which point the iron pipe marking the center of said Section 6 bears South 16° 11! East a distance of 697.65 feet; and running thence North 87° 00' West for a distance of 189.83 feet to an iron pipe at a fence corner at the angle point in the Westerly boundary of the George Ross ranch; thence North 1° 35' West along the West boundary of the said Westerly boundary; thence North 58° 13' West along the said Westerly boundary of the Ross ranch for a distance of 108 feet, more or less, to a point on the said Westerly boundary of the County Road right of way boundary for a distance of 1195 feet, more or less, to the point of beginning, being a portion of the SEt of the NWt and of Lot 10 of Section 6, Township 26 South, Range 12 West of the Willamette Meridian, Cocs County, Oregon.

Said essement and right-of-way are for the following purposes, namely: The perpetual right to enter upon the above-described right-of-way and to construct, reconstruct, maintain, repair, operate and patrol a bank protection and rectification project including all appurtenances thereto, together with any enlargement or reconstruction thereof, and to trim, cut, fell and remove all such trees, brush and other natural growth and obstructions as are necessary to provide adequate clearance and to eleminate interference with or hazards to the structures or utilities placed or constructed on, over, or under, said right-of-way.

It is expressly understood and agreed that in granting the easement and right-of-way hereinabove descrived, there is included as an appurtenance the right of access thereto over and across other lands of the Grantors.

It is also understood and agreed that the herein named Grantee, its agents or assigns, shall have the right to appropriate from the right-of-way hereinabove described, such timber, rock, earth or gravel as may be necessary for the construction or repair of said bank protection and rectification project.

The consideration above-mentioned is accepted as full compensation for all demages incidental to the exercise of the rights above granted.

TO HAVE AND TO HOLD the said essement and right-of-way unto the CATCHING INLET DRAINAGE DISTRICT and its assigns forever.

We covenant with the Catching Inlet Drainage District that we are lawfully seized and possessed of the land aforesaid; that the easement hereinabove described is free and clear of all encumbrances, except as above noted, and that we will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

Said easement and right-of-way shall be over such portion of my above described premises as shall be within the boundaries of the following described tract:

cinning at a point from which point the from pipe at the center ion 6, Turnship 36 South, Ronge 12 West of the Williamstte Marices County, Oragon, bears South 23° 21' Nest 1011.87 fost; South 85° 29' West 75.00 foot; thomas South 22° 46' East 110.00 house South 8° 66' Rost 195.00 foot; thomas North 85° 29' East toot; these agent of 29' East to 15.77 feet to a point of curvature to the left having a redius of 191 a dictance of \$5.15 feet; these Sorth 56° 29' East 35.00 feet; these South 55° 14' West \$2.00 feet; these Forth 35° 52' bise gools said foot through a central mos south 71° 53' Mart left; thomas along said at LS' East hise goods or of 15.30 to said ourve to the 1h° 05' test 237.62 feet to a point of along said ourse to the left having a s central angle 3° 59' a distance of a3. central angle 3° 59' a distance of AJ.N.
Bast a distance of 117.35 feet to a point
thence along said curve to the laft havin
through a central angle 6°00' a distance
24° 07' East 265.62 feet to a point of ou
clong said curve to the laft having a rad
a central angle 19°36' a distance of 115.
43' Sast 96.63 feet to a point of curvetu
along said curve to the right having a re
a central angle 4° 36' a distance of 19.3
East 184.03 feet to a point of curveture e of 19.12 foot; th a central angle 4, 38, a distance of 19.12 feet; thence South 37, 05, East 184.03 feet to a point of survature to the left; thence along said curve to the left having a radina of 336.48 feet through a central angle 6, 47, a distance of 33.96 feet; thence south 45, 22, tast 177.22 feet to a point of curvature to the left; thence along said curve to the left having a radius of 336.48 feet through a central angle 5, 55, a distance of 36.76 feet; thence south \$1, 47, 22 feet to a point of curvature to the left; thence along and durve to the left having a radius of 336.48 feet through a central angle 4, 23, a distance of 25.76 feet; thence south 56, 10, mat

173.23 feet to a point of ourvature to the left; themse clerk having a radius of 1959.26 feet through a combroll angle 6 53 a distance of 235.15 fest; themse fouth 63 03 has 103.12 feet; themse south 26 57 west 25.00 feet; themse fouth 63 03 has 36.17 feet; themse fouth 26 57 west 25.00 feet; thence fouth 63 03 has 36.17 feet; themse forth 26 57 hast 25.00 feet to a point of curvature to the left; themse slong said curve to the left having a radius of 408.10 feet through a central angle 9 50 a distance of curvature to the left; themse slong said curve to the left having a radius of 336.18 feet through a central angle 6 57 a distance of 1,0.82 feet; themse fouth 79 26 hast 31.11 feet to a point of curvature to the right; themse clong said curve to the right having a radius of 236.10 feet through a central angle 22 hi a distance of 93.62 feet; themse fouth 56 15 hast 126.97 feet to a point of curvature to the left; thence slong said curve to the left having a radius of 193.21 feet through a central angle 12 10 a distance of 11.03 feet; thence fouth 56 55 hast 5.05 feet to a point of curvature to the right; thence along said curve to the left having a radius of 193.21 feet through a central angle 12 10 a distance of 11.03 feet; thence slong said curve to the left having a radius of 193.21 feet through a central angle 12 10 a distance of 11.03 feet; thence slong said curve to the left having a radius of 193.21 feet through a central angle 12 10 a distance of 11.03 feet; thence slong said curve to the right having a radius of the right; thence slong said curve to the right having a radius of the right; thence slong said curve to the right having a radius of the right; thence slong said curve to the right having a radius of the righ Seet; thence South 65° 55° East 5.05 feat to a point of curvature to the right; thence along said curve to the right having a radius of 236.40 feet through a central angle 15° 08° a distance of 62.46 feet; thence South 53° 47° East 53.12 feet to a point of curvature to the right; thence along said curve to the right having a radius of \$27.46 feet through a central angle 19° 34° a distance of 145.93 feet; thence South 34° 13° East 67.47 feet to a point of curvature to the right; thence along said curve to the right having a radius of 50.00 feet through a central angle 22° 44° a distance of 19.64 feet; thence South 11° 29° Feet 24.17 feet to a point of curvature to the left; thence along said curve to the left having a radius of 150.00 feet through a central angle 18°06° a distance of 47.39 feet; thence South 29° 35° Cast 51.00 feet to a point of curvature to the left; thence along said Cast 51.00 feet to a point of curvature to the left; themse along said curve to the left having a radius of 150.00 feet through a central angle 20° 36° a distance of 53.93 feet; themse fiests 50° 11° East 1.55 feet to a point of curvature to the right; themse along said curve to the right having a radius of 10.00 feet through a central angle 21° 10° a distance of 3.78 feet; themse South 28° 31° East 125.32 feet to a point of curvature to the right; themes along said curve to the right having a radius of 50.00 feet through a central angle 8° 55° a distance of 7.78 feet; thence South 19° 36° wast 26.73 feet to a point of curvature to the left; thence along said surva to the left having a radius of 150.00 feet through a central angle 15° 00° a distance of 39.27 feet; themes cloub 20° 36° wast 716 62° done 15° 00° a distance of 39.27 feet; of 150.60 feet through a central angle 15° 00° a distance of 39.27 feet; thence douth 34° 36° east 116.62 feet to a point of curvature to the right; thence slong said curve to the right having a radius of 50.00 feet through a central angle 30° 1½° a distance of 26.39 feet; thence clotch 14° 22° least 12.59 feet to a point of survature to the left; thence clotch goald curve to the left having a radius of 150.00 feet through a central angle 1½° 15° a distance of 37.31 feet; thence south 10° 37° least 121.65 feet to a point of curvature to the right; thence along said curve to the right having a radius of 236.16 feet through a central angle 22° 27° a distance of 92.66 feet; thence south 3° 50° west 96.16 foot to a point of curvature to the right; thence along said curve to the right having a radius of 522.96 feet through a central angle 19° 13° a distance of curvature to the right; thence along said curve to the right having a radius of 236.16 feet through a central angle 5° 53° a distance of 21.20 feet; thence fouth 23° 33° west 106.01 feet to a point of curvature to the right; thence along said curve to the right having a radius of 236.16 feet through a central angle 5° 53° a distance of 21.20 feet; thence fouth 2° 26° least 120.12 feet to a point of curvature to the right; thence along said curve to the right having a radius of 24.20 feet; thence fouth 2° 26° least 120.12 feet to a point of curvature to the right; thence along said curve to the right having a radius of 24.20° feet through a central angle 5° 53° a distance of 21.20° feet; thence fouth 29° 26° least 120.12 feet to a point of curvature to the right; thence along said curve to the right having a radius of 21.61° feet through a central angle 5° 53° a distance of 21.20° feet 1 feet 10° 12° feet or 20.20 reet; thence court 29 20 Gest 120.2 lest to a point of survature to the right; thence slong said curve to the right having a radius of 50.60 foot through a central engle h 05 a distance of 3.56 feet; thomso doubh 33° 31° West 33.52 feet; thence North 56° 29° West 25.00 feet; thomso Bouth 33° 31° West 160.60 feet; thance South 56° 29° East 25 feet; thence South 33° 31° West 123.19 feet to a point of curvature to the left; thomse slong said curve to the left having a radius of 622.96 foot through a central angle h 23° a distance of 47.66 feet;

VOL 250 PAGE 644

thence South 29° 08' West 199.05 feet to a point of curvature to the left; thence along said curve to the left having a radius of 150.00 feet through a central angle 10° 25' a distance of 27.27 feet; thence South 18° 43' West 186.78 feet to a point of curvature to the right; thence along said curve to the right having a radius of 93.24 feet through a central angle 15° 21' a distance of 24.98 feet; thence South 34° 04' West 62.11 feet; thence South 55° 56' East 100.00 feet to low waterline Northerly and Northeasterly 7600 feet to the point of beginning.

WITNESS our hands and seals this 29th day of May, 1956.

Jeger Per (SEAL)

STATE OF OREGON,)
COUNTY OF COOS.

On this 29th day of May, 1956, personall came before me, a Notary Public in and for said County and State, the within named GEORGE F. ROSS, Jr. and JOYCE ROSS, his wife, to me known to be the identical persons described in and who executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

DIVEN under my hand and official seal the day and year last

Notary Public for Oregon

My commission expires

necorded JUN 1 1955

Georgianna Vaughan, County Clrey

. •		QUITCL	VIM DEED			
THIS INDENTU THE FEDERAL LA Loan Act, approved Ja	ND BANK OF S	Lith day of SPOKANE, a corpo its principal place	oration organiz	ed and existing	under the Fed	i., between leral Farm f Spokane,
State of Washington, t	he party of the fi	rst part, andCatc	hing Inlet I	Drainage Die	trict, a mmi	cipal,
corporation	of Coos Com	ty. Oregon.			part_y of the s	econd part,
•		WITNE	SSETH:	•		•
valuable considerations	, receipt of which		ledged, does by	these presents	remise, release, o	convey and
quitclaim unto said par	T .	-	_		- •	-
in and to the following to-wit:	described real e	state situate in the	County ofC	OOS	., State ofOr	egon,
		or the construc	4 • • • • • • • • • • • •			
r p 1 R b s h d	epair, and paroject, and rand in Lots 6 ange 12 West ask of Catchi asement deed usband and wi ated Hay 29,	trol of a bank elated purpose; and 7 of Sect of the Willame ng Inlet Sloug from Selmer Sw fe, to the Cat 1956, and reco the Deed reco	protection s, over that ion 6, Towns tte Heridian h, as descri anson and El ching Inlet rded June 1,	and rectific t certain stable 26 South a, along the libed in that lisabeth H. & Drainage Di , 1956, in B	cation rip of h, left certain Swanson, strict, ook 250	
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together with all the t	enements, heredit	aments, rights, privi	leges and appui	rtenances therew	nto belonging.	
TO HAVE AND	TO HOLD said	I premises unto the	partV of th	e second part,	its successor	sinhs and
assigns toteser.				•	•	•
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IN WITNESS V		party of the first party of the first party of the first party of the first party of the party o	of has caused in	ts corporate namers.	e to be hereunto	subscribed
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ATTEST:		العبائية المائية		100	· ·	
15510. C			A STATE OF THE STA	. S. C. Fis	h Vice	President

STATEMENT OF TAX ACCOUNT

COOS COUNTY TAX COLLECTOR COOS COUNTY COURTHOUSE COQUILLE, OREGON 97423

(541) 396-7725

23-Jun-2020

MILLER, REX E. & DEVERA J. 63109 W CATCHING RD COOS BAY, OR 97420-7339

Tax Account # Account Status Roll Type

Situs Address

466203 Α

Real

Lender Name

Loan Number

Property ID 0901

Interest To Jul 15, 2020

Tay 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	\$37.81	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$36.76	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$33.72	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$33.05	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$32.98	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$31.10	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$31.02	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$30.72	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$30.33	Nov 15, 201
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$29.68	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$24.06	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$25.94	Nov 15, 200
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$5.13	Nov 15, 200
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$382.30	

COOS County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2020

NOT OFFICIAL VALUE

June 23, 2020 7:38:56 am

Account # Мар#

466203

26S1206A000301

0901-466203

Acct Status

Subtype

Tax Status

ACTIVE NORMAL

ASSESSABLE

Code - Tax # Legal Descr

See Record

Mailing Name

MILLER, REX E. & DEVERA J.

Sales Date/Price

Appraiser

Deed Reference # See Record See Record

Agent

In Care Of

RMV Class

Mailing Address 63109 W CATCHING RD

COOS BAY, OR 97420-7339

Prop Class

502 500 MA 04

NH Unit RRL 7685-1

Situs Address(s)	Situs City
	Value Summary

SA

17

				Value Sumi	mary			
Code Are	a	RMV	MAV	ΑV	SAV	MSAV	RMV Exception	CPR %
0901	Land Impr.	2,036 0				Lan Imp		
Code A	Area Total	2,036	0	1,973	2,036	1,973	0	
Gra	and Total	2,036	0	1,973	2,036	1,973	0	

Code Area	ID#	RFPD Ex	Plan Zone	Value Source	Land Breakdow TD%	n LS	Size	Land Class	LUC	Trended RMV
0901	10		EFU	Farm Use Zoned	100	Α	2.00	A3	006*	1,751
0901	20	Ø	EFU	Farm Use Zoned	100	Α	2.16	WL	006*	285
					Grand T	otal	4.16			2,036

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown	TD%	Total Sq. Ft.	Ex% MS Acct #	Trended RMV
					Grand Total)	0

Code	
Aroa	Type

Exemptions/Special Assessments/Potential Liability

NOTATION(S):

■ FARM/FOREST POT'L ADD'L TAX LIABILITY

FARM

0901

FIRE PATROL:

■ FIRE PATROL TIMBER

Amount

18.75 Acres

4.16 Year 2020

R-CB-27-AB-101

An additional burden parcel for the Bonneville Power Administration (BPA) Reedsport-Coos Bay Transmission Line, located in the NW1/4SE1/4 of Section 6, Township 26 South, Range 12 West, Willamette Meridian, Coos County, Oregon, lying within BPA right-of-way Tract No. R-CB-101, which is described in that certain document recorded as Instrument No. 51541, on March 29, 1950, in Book 197, Page 679, in the records of said county. The northerly and southerly limits of said parcel lie 30 feet from, and parallel with, the BPA survey line described in said document, and extend over and across the land described in that certain Bargain and Sale Deed recorded July 31, 1992, as Instrument No. 92071231, in the records of said county, to the easterly and westerly boundaries thereof.

R-CB-27-AB-101 contains 1.2 acres, more or less.

EXHIBIT A

Prepared By T5B
Checked By Bf

COOS COUNTY CLERK, OREGON TERRI L. TURI, CCC, COUNTY CLERK TOTAL \$66.00 06/28/2012 02:09:21PM PAGE 6 0F 6

2012 5257

US DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

PERSONAL ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of <u>Oregon</u>) ss County <u>Coos</u>)						
,						
On this 11 day of May	, 2012, before me personal					
,	own to me, or proved to me on the basis of satisfactor					
evidence, to be the person whose name is subscribed to the within instrument and who acknowledged to m						
that she executed the same as her voluntary act and deed for the uses and purposes therein mentioned.						
OFFICIAL SEAL ORAL LEE ROSE NOTARY PUBLIC - OREGON	Signature Rose					
COMMISSION NO. 460788 (1) MY COMMISSION EXPIRES AUGUST 08, 2015 (1)	Oral Lee Rose Print Name					
	Notary Public in and for the					
	State of Oregon					
(SEAL)	Residing at Colton, Oregon					
	My commission expires August 8, 2015					

BPA FEBRUARY 2008

COOS COUNTY CLERK, OREGON TERRI L. TURI, CCC, COUNTY CLERK TOTAL \$66.00 06/28/2012 02:09:21PM PAGE 5 0F 6

2012 5257

US DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

PERSONAL ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Oregon	
County Coos ss	·
On this . // day of May	, 2012, before me personally
appeared <u>Rex E Miller</u> , known to me, or pr	roved to me on the basis of satisfactory evidence, to be
the person whose name is subscribed to the with	in instrument and who acknowledged to me that he
executed the same as their voluntary act and deed for	the uses and purposes therein mentioned.
COMMIL THE ROSE HOTHER PRESENT COMMISSION HO. 460788 W. COMMISSION EXPRESE AUGUST OR, 2016 IN (SEAL)	Signature Oral Lee Rose Print Name Notary Public in and for the State of Oregon Residing at Colton, Oregon My commission expires August 8, 2015

BPA FEBRUARY 2008

Accepted for the UNITED STATES OF AMERICA

Grantor: REX E. MILLER Date: 5-11-12 Date:

Date:

Lead Tract No. R-CB-27-AB-101

3of 3

The Original Easement is hereby modified and amended to include the following provision(s):

Grantor does hereby grant and convey unto the United States the present and future right to clear the Easement Area and to keep it clear of all trees, shrubs, brush and other vegetation (collectively "Vegetation"), structures, above and below ground improvements or infrastructures, and fire and electrical hazards. All Vegetation, structures, and fire and electrical hazards presently within the Easement Area shall become the property of the United States on the date of acceptance hereof and may be disposed of by the United States in any manner it deems suitable.

Grantor covenants to and with the United States and its assigns that the title to (1) Vegetation cut or hereinafter growing within the Easement Area and (2) to all Danger Trees identified, now or in the future, or cut from Grantor's land adjacent to the Easement Area is and shall be vested in the United States and its assigns; and that the consideration paid for conveying this Easement Modification and the rights herein described is accepted as full compensation for all damages incidental to the exercise of any said rights. At the United States' election, title to Danger Trees may revert to Grantor.

Grantor also agrees that prior to undertaking any activity (including, but not limited to, building a structure, placing any manmade item, planting, digging, earth-moving, burning, piling or storing materials) within the Easement Area, Grantor will contact BPA to seek a determination from BPA as to whether the proposed activity is safe and compatible with BPA's use, and does not interfere with BPA's current or future needs. Grantor will not proceed with any proposed activity within the Easement Area without written consent from BPA.

In addition to the consideration paid under Section 1 of this Easement Modification, the United States shall repair or make compensation only for damage caused by the United States that is not incidental to the exercise of any of the above said rights and which results from and during construction, reconstruction, removal, or maintenance activities associated with the purposes of this Easement Modification on and adjacent to the Easement Area. Payment for such damage shall be made on the basis of a damage estimate approved by the United States.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Grantor and upon the assigns of the United States.

It is understood and agreed that the Original Easement is modified only as stated herein. Except as expressly stated herein, all other terms and conditions of the Original Easement remain in full force and effect.

Lead Tract No.

R-CB-27-AB-101

06/28/2012 02:09:21PM PAGE 2 OF 6

2of 3

AFTER RECORDING, RETURN TO **Bonneville Power Administration** TERP-3 P.O. BOX 3621 PORTLAND, OR 97208-3621

Legal description: A portion of the NW1/4SE1/4 of Section 6, Township 26 South, Range 12 West, Willamette Meridian, Coos County, Oregon, as described in Exhibit A. (Affects Tax Account No's. 4872403 and 4872493.)

RETURN TO Ticor Title Company 300 West Anderson Ave. - Box 1075 Coos Bay, OR 97420-0233

BPA Tract No(s):

R-CB-27-AB-101

U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

Modification to Transmission Line Easement

Additional Burden

This Modification to Transmission Line Easement ("Easement Modification") is made between REX E. MILLER and DEVERA J. MILLER, ("Grantor"), whether one or more, and the UNITED STATES OF AMERICA, U.S. Department of Energy, Bonneville Power Administration ("Grantee", "the United States" or "BPA"), pursuant to the Bonneville Project Act, of August 20, 1937, as amended, 16 U.S.C. §§ 832 et seq.; the Federal Columbia River Transmission System Act of October 18, 1974, as amended, 16 U.S.C. §§ 838 et seq; the Department of Energy Organization Act, of August 4, 1977, as amended, 42 U.S.C. § 7152; and the Pacific Northwest Electric Power Planning and Conservation Act, of December 5, 1980, as amended 16 U.S.C. §§ 839 et seq.

RECITALS

- A. Grantor and the United States are parties to that certain Transmission Line Easement dated March 14, 1950, recorded on March 29, 1950, Book 197 Page 679, in Coos County, Oregon, ("Original Easement").
- B. The United States has determined that additional rights are required for that portion of the Original Easement located within the area identified as Tract No. R-CB-27-AB-101 ("Easement Area"), described in Exhibit A, attached hereto and incorporated herein by reference. Accordingly, the United States has requested and Grantor has agreed to modify, amend and restate the Original Easement as provided herein.

AGREEMENT

- 1. Consideration. The United States agrees to pay the sum of THIRTEEN THOUSAND FIFTY DOLLARS (\$13,050.00) to compensate for this Easement Modification; and Grantor accepts said amount as full compensation for the additional rights granted under this Easement Modification.
- 2. Amended Terms.

The Original Easement is hereby amended by deleting the following provision(s):

1. The words fire hazards shall not be interpreted to included growing crops.

PAGE 1 OF 6

2012 5257

COOS_COUNTY CLERK, OREGON TERRI L. TURI, CCC, COUNTY CLERK

FORM 2751 1/70

80 3 3838

File No. 155-4500 ER/WO No.31-700-105-101.53

RIGHT-OF-WAY EASEMENT (Individual)

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

Coos County, State of Orocon, to wit:

In the North & of Section 6, Township 26 South, Range 12 West of the Willamette Maridian.

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

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

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

Dated this 21st day of Llay	, 19	130 <u>. </u>	
Gordon 1055, legal diniar	(SEAL)		(SEAL)
Willia Hoss, legal owner	(SEAL)		(SEAL)
STATE OF Oregon	-)		
County of Coos) ss.		
On this 21st day of Hay in and for said State, the within named G		, personally appeared before Lilma Ross, husband and	me a notary public wife.
to me known to be the identical persons acknowledged to me that they execut	described therein and	i who executed the foregoin	g instrument, and
men in hed	ed the same freely an	a wantany for the assault	a parpose, enercar
H WHIRES WHEREOF, I have he	ereunto set my hand s	and official scal the day and y	espybove written.
×-		line Sh	USP
San	Notary Pu	blic for Oregon	
REZURUEN AUG 27 1980 AT	and Boriding	ortn Bena	1031.
REMUNICION	CLES: My commi	ssion expires: <u>April 3, 1</u>	1904
MARY ANN WILSON, COUNTY	731		
49			
			'

EXHIBIT A

Lots 6 and 7, Section 6, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

EXCEPTING a portion of said premises previously deeded to Eugene L. Gething, Sr. and Nellie F. Gething, more particularly described as follows:

Starting at the SE 1/16 corner of Section 6, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, the property line bears North 87° 14' East 488.00 feet to the Southeast lot corner, a car axle and thence bears North 02° 17' East 55.62 feet to a car axle and then North 14° 31' West 404.79 feet to a car axle; thence North 40° 06' West 326.66 feet to a car axle. From this last point, the property line bears North 28° 44' West 302.66 feet to a car axle beyond the power line a few feet past a fence corner, and from this point South 01° 46' West 986.23 feet to the point of beginning.----

EXHIBIT B

Beginning at a point North 87° 14' East 36 feet from the SE 1/16th corner of Section 6, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence North 1° 46' East 20 feet; thence North 87° 14' East 452 feet; thence South 2° 17' West 20 feet; thence North 87° 14' East 610 feet, more or less, to the highwater line of Catching Slough; thence Southerly along said highwater line to a point where said highwater line touches the North line of the West side of Catching Slough Road; thence in a Northwesterly direction 180 feet, more or less, along said Northerly boundary to the Southeast corner of property conveyed to Clarence C. Crane, et ux, by instrument recorded May 29, 1981, bearing Microfilm Reel No. 81-2-7399, Records of Coos County, Oregon; thence North 43° 11' 05" East 201.18 feet; thence North 30° 52' 46" West 116.67 feet; thence North 64° 42' 23" West 219.48 feet; thence South 38° 08' 18" West 156.96 feet; thence South 83° 39' 36" West 56.21 feet; thence South 78° 59' 28" West 234.94 feet to the North line of the said West side of Catching Slough Road; thence Northwesterly along said road boundary to a point 36 feet East of the West line of Government Lot 5; thence North 01° 36' East on a line parallel to and 36 feet East of the West line of said Government Lot 5 a distance of 254.18 feet to the point of beginning.-----

INSURAL COME COUNTY SERVED.

Thomas & Victoria Jenkins, and Frank & Joan Vetter, agree to give each other a perpetual, nonexclusive, nonrestrictive easement for ingress & egress over existing roadways. The purpose of this easement shall be to:

- Create legal access from West Catching county road to the property currently owned by Frank & Joan Vetter, described as exhibit "A" attached, over the property currently owned by Thomas & Victoria Jenkins, described as exhibit "B" attached.
- 2) Create legal access for Thomas & Victoria Jenkins to a lower portion of their property, described as exhibit "B" attached, over a small portion of the property owned by Frank & Joan Vetter, described as exhibit "A" attached.

No gates shall be permitted on the existing roadway between the West Catching county road and a sharp curve in the existing roadway that approximates the property line between these two parcels.

Shower Julius Thomas Jerkins UtilMu Unlun Victoria Jenkins		200 22 3 5 10 20 20 5 10 20 20 5 10 20 20 5 10 20 20 5 10 20 20 20 20 20 20 20 20 20 20 20 20 20
	10/31/89	י דוווצי
Date / /	Date	•
State of County I, Mary	Oregon 182-11-3206 Ann Wilson, County Clerk, certify the nstrument was filed for record at 1 19 19 19 19 19 19 19 19 19 19 19 19 1	
By #pages :	Deputy Deputy	٠.

STATE OF WASHINGTON }			
STATE OF WASHINGTON		THE PROPERTY OF THE PARTY OF TH	4
***	STATE OF	WASHINGTON	
			. 24
COUNTY OF COOKANE (~	COTINTO	OF COURTINE	

On this 14th day of June, 19.56, before me (a notary public in and for the above named State) personally appeared. Sa. Ca. Finh to me known to be the Vice President of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and that it executed the same, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

written.

PICT C

Notary Public in and for the State of Washington Residing at Spokane, Washington.

My commission expires: October 7, 1959.

9561

COOS COUNTY ASSESSOR REAL PROPERTY ACCOUNT NAMES

6/23/2020 7:39:38 AM

Account#

466203

Мар

26S1206-A0-00301

Owner

MILLER, REX E. & DEVERA J. 63109 W CATCHING RD COOS BAY, OR 97420-7339

Name

Type

OWNER

Name MILLER, REX E. & DEVERA J.

Ownership

Own Pct

Type

OWNER



300 W Anderson (541)269-5127

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

To ("Customer"): Stuntzner Engineering and Foresty, LLC

PO Box 118

Coos Bay, OR 97420

Customer Ref.:

Order No.: 360620031576

Effective Date: June

June 23, 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:

Bruce Jackson and Marsha Jackson, as tenants by the entirety

Premises. The Property is:

(a) Street Address:

62897 and 62899 W Catching Road, Coos Bay, OR 97420

(b) Legal Description:

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

Part Two - Encumbrances

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

EXCEPTIONS

- 1. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2020-2021.
- 2. The Land has been classified as Farm Lands, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
- 3. The Land has been classified as Forest Lands, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
- 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 Catching Slough.

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 Catching Slough.

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 Catching Slough.

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

Granted to:

United States of America

Recording Date:

December 6, 1950

Recording No:

Book 204, Page 573

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

Granted to:

Catching Inlet Drainage District, a municipal corporation

Recording Date:

June 1, 1956

Recording No:

Book 250, Page 651

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

Granted to:

Catching Inlet Drainage District, a municipal corporation

Recording Date:

June 19, 1956

Recording No:

Book 251, Page 202

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

Granted to:

Thomas & Victoria Jenkins and Frank & Joan Vetter

Recording Date:

November 30, 1989

Recording No:

89-11-2206

Ticor Title Company of Oregon Order No. 360620031576

9. Terms, provisions and conditions, including, but not limited to, maintenance provisions, and a covenant to share the costs of maintenance, contained in Easement

Recording Date:

November 29, 1989

Recording No.:

89-11-2206

10. A judgment for unpaid child support arrearages for the amount shown below, and any other amounts due,

Amount:

\$748.00

Debtor:

Bruce Jackson

Creditor:
Date entered:

State of Oregon

County:

July 5, 2011 Coos

Court:

Circuit

Case No.:

03DM0957

11. Please be advised that our search did not disclose any open Deeds of Trust of record.

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

Government Lots 6 and 7, Section 6, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVE AND EXCEPT a portion of said premises previously deeded to Eugene L. Gething, Sr. and Nellie F. Gething, more particularly described as follows: Beginning at the Southeast 1/16th corner of Section 6, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, the property line bears North 87° 14' East 488.0 feet to the Southeast lot corner, a car axle and thence bears North 02° 17' East 55.62 feet to a car axle and then North 14° 31' West 404.79 to a car axle; thence North 40° 06' West 326.66 feet to a car axle from this last point, the property line bears North 28° 44' West 302.66 feet to a car axle beyond the power line a few fee past a fence corner, and from this point South 01° 46' West 986.23 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that property conveyed by Property Line Adjustment Deed recorded December 4, 2009 as microfilm no. 2009-11964, Records of Coos County, Oregon.

Ticor Title Company of Oregon Order No. 360620031576

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

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

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

Ticor Title Company of Oregon Order No. 360620031576

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

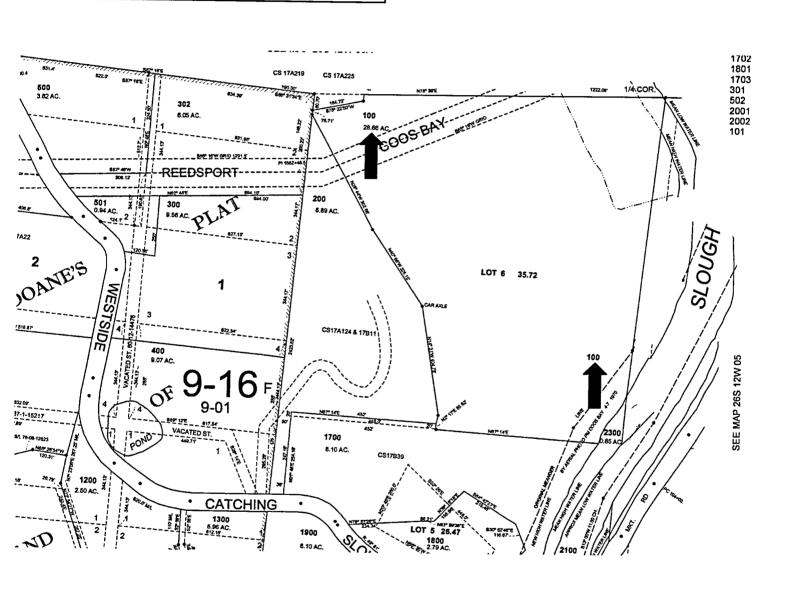
NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

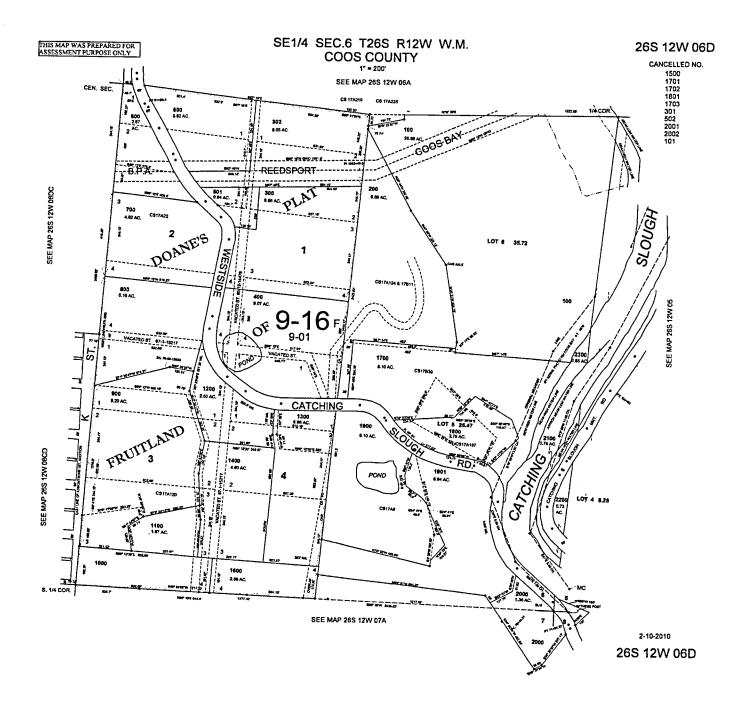
CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL,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

END OF THE LIMITATIONS OF LIABILITY



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





TICOR TITLE INSURANCE

WARRANTY DEED This Space Reserved for Recorder's Use GRANTOR: MARTIN R. EBARB GRANTEE: BRUCE ROBERT JACKSON Until a change is requested, all tax statements shall be sent to the following address: BRUCE ROBERT JACKSON 1260 ST. FRANCIS AVENUE MODESTO, CA 95356 Escrow No. 6-77-607 Title No. 6-77-607 After recording return to: AFTER RECORDING RETURN TO BRUCE ROBERT JACKSON Ticor Title Insurance 1260 ST. FRANCIS AVENUE 131 N 3rd - Box 1075 MODESTO, CA 95356 Coos Bay, OR 97420-0233 STATUTORY WARRANTY DEED MARTIN R. EBARB Grantor, conveys and warrants to BRUCE JACKSON AND MARSHA JACKSON, HUSBAND AND WIFE Grantee, the following described real property free of encumbrances except as specifically set forth herein situated in COOS County, Oregon, to wit: SEE 'LEGAL DESCRIPTION' ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930. The said property is free from encumbrances except: SEE ATTACHED EXHIBIT "B" The true consideration for this conveyance is \$225,000.00 (Here comply with the requirements of ORS 93.030) ___ 20 <u>6 7</u> State of Oregon, County of The foregoing instrument was acknowledged before me this day of Man MARTIN R. EBARB Notary Public for Oregon My commission expires: 10-27-02 COOS COUNTY, COQUILLE 05/07/2002 TERRI L. TURI, COOS COUNTY CLERK #2002-5958 11:47:40AM 1 OF 3



LEGAL DESCRIPTION

6-77-607

Government Lots 6 and 7, Section 6, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVE AND EXCEPT a portion of said premises previously deeded to Eugene L. Gething, Sr. and Nellie F. Gething, more particularly described as follows: Beginning at the Southeast 1/16th corner of Section 6, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, the property line bears North 87 14'
East 488.00 feet to the Southeast lot corner, a car axle and thence bears North 02 17' East 55.62 feet to a car axle and then North 14 31' West 404.79 feet to a car axle; thence North 40 06' West 326.66 feet to a car axle from this last point, the property line bears North 28 44' West 302.66 feet to a car axle beyond the power line a few feet past a ferce corner and from this point. the power line a few feet past a fence corner, and from this point South 010 46' West 986.23 feet to the point of beginning.

COOS COUNTY, COQUILLE REC \$36.00 TERRI L. TURI, COOS COUNTY CLERK

#2002-5958 05/07/2002 11:47:40AM

2 OF 3

ITICOR TITLE INSURANCE

'EXHIBIT B'

- As disclosed by the tax rolls, 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 rolls, the premises herein described have been zoned or classified as forest lands. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest pursuant to the provisions of ORS chapter 321.
- 3. The premises herein described are within and subject to the statutory powers, including the power of assessment of Catching Slough Drainage District.
- Rights of the public and governmental bodies in and to any portion of the premises herein described now or at any time lying below high water mark of the Catching Slough, including any ownership rights which may be claimed by the State of Oregon below the high water mark as it now exists or at any time existed.
- 5. Any adverse claim based upon the assertion that:

Said land or any part thereof is now or at any time has been below the ordinary high water mark of the Catching Slough.

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

Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Catching Slough or has been formed by an accretion to any such portion.

- 6. The rights of fishing, navigation and commerce in the State of Oregon and the Federal Government and the rights of the public in and to that portion thereof lying below the ordinary high water mark of the Catching Slough.
- 7. Rights of the Public in and to that portion of said premises, now or at any time, lying below the ordinary high water line of unnamed creeks as disclosed by tax assessor's map.
- Easement, including the terms and provisions thereof, United States of America

Recorded:

December 6, 1950

Book: 204 Page: 573 Deed

Records of COOS County, Oregon. Transmission line

Easement, including the terms and provisions thereof, To:

Catching Inlet Drainage District, a municipal corporation

Recorded: June 1, 1956

Book: 250 Page: 651 Deed

Records of COOS County, Oregon.

Easement, including the terms and provisions thereof, To: Catching Inlet Drainage District, a municipal corporation

Recorded: June 19, 1956

Book: 251 Page: 202 Deed

Records of COOS County, Oregon.

11. Easement Agreement, including the terms and provisions thereof, Contained in: instrument

Between: Thomas and Victoria Jenkins and frank and Joan Veter Recorded:

November 30, 1989 Microfilm Reel No. 89-11-2206

Records of COOS County, Oregon.

4 45.5

Tract No. R-CB-100 P-102 (34764T5) Geo. F. Ross

____Dollars (\$ 325,00

TRANSMISSION LINE EASEMENT

The CRANTOR, herein so styled whether one or more, THE FEDERAL LAND BANK OF SPOKANE, a componention, owner, and SEILMER SMANSON and ELIZABETH SMANSON, husband and wife, contract purchasers,

in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, an proportional easement and right to enter and erect, operate, maintain, repair rebuild, and patrol one or more electric power transmission lines and appurtenant signal. Times, poles, towers, wires, cables, and appliances necessary in connection therewith, in, upon, over, under, and across the following-described parcel of land in the County of Coos , in the State of Oregon , to wit:

That portion of Government Lots 6 and 7 of Section 6, Township 26 South, Range 12 West of the Willamette Meridian, Goos County, Oragon, which lies within a strip of land 100 feet in width, the boundaries of said strip lying 50 feet distant from, on each side of, and parallel to the survey line of the Reedsport-Coos Bay transmission line, as now located and staked on the ground over, across, upon, and/or adjacent to the above described property, said survey line being particularly described as follows:

Beginning at survey station 1537 + 53.4 a point on the east line of Section 6, Township 26 South, Range 12 West, Willamstte Meridian, said point being S. 5° 16' W. a distance of 2355.8 feet from the northeast corner of said Section 6; thence S. 65° 16' W. a distance of 1493.1 feet to survey station 1552 + 46.5; thence S. 86° 16' W. a distance of 3866.4 feet to survey station 1591 + 12.9 a point on the west line of said Section 6, said point being S. 2° 36' W. a distance of 873.3 feet from the quarter section corner on the west line of said Section 6.





VIC 204 005 14

pagether with the right to clear said parcel of land and keep the same clear fall frush, timber structures, and fire hazards, provided however, the words "fire hazards" shall not be interpreted to include growing crops; and also the present and future right to top, limb, fell, and remove all growing trees, dead trees or whogs (collectively called "danger trees") however analyzation and street continuous treet which could fall upon or against said transmission and street him facilities.

TO HAVE AND TO ROLD said easement and rights unto the UNITED STATES OF AND IT.

The Grantor toverants to and with the UNITED STATES OF AMERICA and its assigns the title to all brush and timber cut and removed from said parcel of land and take all growing trees; dead trees or snags (collectively called "danger trees" the abilyremovers from Granton's land subscention was larger trees. is and what the consider.

the parity for comparing said easement and rights berein described is accepted to

The francor also covenants to and with the UNITED STATES OF AMERICA to cantion as larged and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear, a conjumbrances, except as above indicated; and that Grantor will forever werrant and defend the title to said easement and the quiet possession thereof equivate the lawful claims and demands of all persons whomsoever.

The Rederal Land Bank of Spokane does not join in the covenants and warranties included in this document.

IN TESTIMONY WHEREOF, said corporation has caused its name to be signed hereto and its corporate seal to be affixed.

Dated this 5 day of Actobra , 1950

Appendix Secretary

(SEAL)

By:

S. U. Fish

Vice-Fresident

Anderson Apsistant Secretary

Eligible

Selections

S

100

204 - 575

STATE OF WASHINGTON)

COUNTY OF SPOKANE)

On this 23rd day of October , 1950, before me, a notary public in and for the above-named county and state, personally appeared S. C. Fish to me known to be the Vice- president of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on Sath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

Notary Public for the State of Washington, Residing at Spokane.

My commission expires: October 7, 1951.

STATE OF) ss.

I certify that the within instrument was received for record on the day of [15] to [950 . A.D., 10 . at 4:30 o'clock F.s., and recorded in Book on page , Records of slowings of said county.

Witness my hand and seal of County affixed.

Gounty Clork

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TELLY COMMENT

STATE OF OREGON

COUNTY OF COOS

On the 5th day of Offoser. 1950, personally came before me, a notary public in and for said County and State, the within pared Selmer Symmon and Elizabeth Symmon, husband and wife, contract purchasers, to me personally known to be the identical persons described in and who executed the

to me personally known to be the identical persons described in and who executed the aithin and foregoing instances, and acknowledged to me that they executed the same as their own tree and voluntary act and deed, for the uses and surposes therein mentioned.

WINE under hy taid and inffered sent the day one year last above written.

Vitary Public in and for the State of Oregon Periding at Coop Rey, Oregon

to commission extires 1 428, 195

SEAC

CATCHING SLOUGH

EASEMENT DEED

FOR AND IN CONSIDERATION of the sum of TEN- - - DOLLARS (\$10.00) in hand paid, receipt of which is hereby acknowledged, and the benefits which will accrue to the land of the Grantors by the exercise of the rights herein granted, SELMER SWANSON and ELIZABETH M.

SWANSON, his wife, do hereby grant, bargain, sell and convey unto the CATCHING INLET DRAINAGE DISTRICT, a duly incorporated drainage district within Coos County, Oregon, and its assigns, a perpetual easement and right-of-way, for the purposes hereinafter stated, over and through, under, along and across that certain parcel of land situate in the County of Coos, State of Oregon, described as follows, to-with

Lots 6 and 7, Section 6, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

VGL 250 PAGE 652

Said easement and right-of-way are for the following purposes, namely: The perpetual right to enter upon the above-described right-of-way and to construct, reconstruct, maintain, repair, operate and patrol a bank protection and rectification project including all appurtanences thereto, together with any enlargement or reconstruction thereof, and to trim, cut, fell and remove all such trees, brush and other natural growth and obstructions as are necessary to provide adequate clearance and to eleminate interference with or hazards to the structures or utilities placed or constructed on, over, or under, said right-of-way.

It is expressly understood and agreed that in granting the easement and right-of-way hereinabove descrived, there is included as an appurtenance the right of access thereto over and across other lands of the Grantors.

It is also understood and agreed that the herein named Grantes, its agents or assigns, shall have the right to appropriate from the right-of-way hereinabove described, such timber, rock, earth or gravel as may be necessary for the construction or repair of said bank protection and rectification project.

The consideration above-mentioned is accepted as full compensation for all damages incidental to the exercise of the rights above granted.

TO HAVE AND TO HOLD the said essement and right-of-way unto the CATCHING INLET DRAINAGE DISTRICT and its assigns forever.

We covenant with the Catching Inlet Drainage District that we are lawfully soized and possessed of the land aforesaid; that the exament hereinabove described is free and clear of all annumbrances, except as above noted, and that we will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsever.

Said eacement and right-of-way shall be over such portion of my above described premises as shall be within the boundaries of the following described tract:

2-EASEMENT DEED

a which point the iron pipe at the canter is, Range 12 west of the Williamste Mari-are South 23° 21° Meet 2011.57 fout; 50 feet; these South 12° 35° East 110.00 195.00 feet; those North 85° 29° East et 75.00 feet; theme Mi 5" hi" Rast 175.50 foot; themse moral op my Lambus South his of last 110.77 foot to a point of curvature mass along said sours to the last having a radius of make a control curio 1h 30' a distance of 5.15 foot; 12' East 25.00 foot; themse South 55° 29' East 35.00 Mk 33° 31' East 37.00 foot; themse South 55° hi! West not South 55° id; West are South 55° id; West not south 55° id; West not south 51° of East 37.00 foot; themse south 55° hi! West not south 51° of East 37.00 foot; themse south 55° 52' to a point of curvature to the last; themse along said the house a radius of 260.00 foot; themse along said il. 96 foot; themee South 54, 00 Kast 52.00 foot; the Laft; worve to the laft; worve to the laft; worve to the laft having a radius of 360.90 foot three tagle 16° 55' a distance of 71.13 foot; themee South 367.09 foot to a point of correture to the laft; then sourve to the laft they must be the laft they must be the laft they must 10° 42' a distance of 36.09 foot; themee South 36,19 foot to a point of curvature to the right; then surve to the right having a radius of 91.34 foot three hugle 6° 30' a distance of 13.83 foot; thissee South 597.91 foot to a point of anything to the right to a point of anything to the right; the 597.91 feet to a point of survature to the right; the surve to the right having a redime of 308.10 feet the angle 17 40' a distance of 95.00 feet; themes South feet to help the research to the right of survey to the test of the research to the right of the right; the right of the right of the right of the right; the right of the rig fort to a point of our nature to the right; these alm the right having a radius of 300,10 fort through a sa 10' a distance of 127.90 fort; themes South 31° 17' m a point of curvature to the right; themes along said: the right having a France of 187-36 feet; themes Senth 31° 47° meet 63-73 feet to a point of curvature to the right; themes along said curve to the right having a radius of 300-10 feet through a sentral angle 16°50° ad intens of 303 feet; themes Senth 15° 30° heat 25.00 feet; themes senth 15° 30° heat 25.00 feet; through a central angle 12° 51° distance of 15.30 feet; through a central angle 12° 51° distance of 15.30 feet; through a central angle 12° 51° distance of 15.30 feet; through a central angle 12° 51° distance of 15.30 feet; through a central angle 50° 00° a distance of 5.97 feet; through a central angle 50° 00° a distance of 5.97 feet; through a central angle 50° 00° a distance of 5.97 feet; through a central angle 30° 22° a distance of 5.70 feet; through a central angle 30° 22° a distance of 6.70 feet; through a central angle 30° 22° a distance of 6.70 feet; through a central angle 30° 22° a distance of 6.70 feet; through a central angle 30° 22° a distance of 6.70 feet; through a central angle 30° 20° a distance of 6.70 feet; through a central angle 3° 50° a distance of 6.73 feet; through a central angle 6°00° a distance of 6.73 feet the 16° feet through a central angle 6°00° a distance of 6.73 feet; through a central angle 6°00° a distance of 6.73 feet; through a central angle 6°00° a distance of 6.73 feet; through a central angle 6°00° a distance of 6.73 feet; through a central angle 6°00° a distance of 6.73 feet; through a central angle 6°00° a distance of 6.73 feet; through a central angle 6°00° a distance of 11.71 feet; through a central angle 6°00° a distance of 6.74 feet; through a central angle 6°00° a distance of 11.71 feet; through a central angle 6°00° a distance of 11.71 feet; through a central angle 6°00° a distance of 11.71 feet; through a central angle 6°00° a distance of 11.71 feet; through a central angle 6°00° a distance of 11.71 feet; through a central angle 6°00° a distance of 11.71 feet; through a central angle 6°00° a distance of 11.71 feet; through a central angle 6°00° a distan

themes South 29° 08' West 199.05 feet to a point of curvature to the laft; themes along said curve to the left having a radius of 150.00 feet through a sentral angle 10° 25' a distance of 27.27 feet; themes South 18° 19' Nest 186.78 feet to a point of curvature to the right; themes along said curve to the right having a radius of 93.24 feet through a central angle 15° 21' a distance of 2.75 feet; theme South 34° 04' West 62.11 feet; themes South 55° 56' heat 100.00 feet to low waterline Meriherly and Merihessterly 7600 feet to the point of beginning.

WITNESS our hands and seels this 29th day of May, 1956.

Elizabeth In Swammer (SEAL)

STATE OF OREGON.)

On this 29th day of May, 1956, personally once before me, a Motary Public in and few said County and State, the within maned SELMER SWANSON and ELIZABETH M. SWANSON, his wife, to me known to be the identical persona described in and who cannot the same as their free and valuatery act and deed, for the uses and purposes therein mentioned.

above the bader my hand and arrivial seal the day and year last

Total India for Grogen

My commission expires Chail 22 1958

JUN 1 1956

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RECORDED

GEORGIANNA VAUGHAN, COUNTY CLERK

•		QUITCL	AIM DEED		6 M2
the federal L	AND BANK OF	s	oration organized and of business in the Ci	d existing under the ty of Spokane, Co	1956., between be Federal Farm mty of Spokane,
State of Washington	, the party of the	e first part, andCat.c	hing Inlet Drain	age.District,	mmicipal,
corporation	n of Coos Co	unty. Oregon.		part_yr c	f the second part,
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That the party or aluable consideration	f the first part, f us, receipt of wh	iich is hereby acknow	n of the sum of One ledged, does by these	Dollar (\$1.00) and presenta remise, re	d other good and lease, convey and
uitclaim unto said p	art.y of the se	cond part,its	uccessors been and swigns, all	interest of the part	of the first part
n and to the following- o-wit:	ng described real	estate situate in the	County ofCoos	, State of	Oregon,
	repair, and project, and land in Lots Hange 12 Wes bank of Cate easement dee husband and	patrol of a bank related purpose 6 and 7 of Sect t of the Willame hing Inlet Sloug d from Selmer Sw wife, to the Cat	tion, operation, protection and response to the correction of Township to Meridian, all h, as described anson and Elizabehing Inlet Drain	rectification tain strip of 26 South, ong the left in that certain sth H. Swanson,	· .
	at page 651	of the Deed reco	rded June 1, 1950 rds of Goos Count	y, Oregon,	
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, .	• • •	LAND-BA	Trans.		·
IN WITNESS V	WHEREOF, the to be affixed by	party of the first pai	t has caused its corpo	rate name to be he	eunto subscribed
TEST:			THE FEDERAL	LAND BANK O	F SPOKANE
			2 / 110/		

On this 14th day of June, 19.56, before me (a notary public in and for the above
named State) personally appeared S. C. Fish
to me known to be the Vice President of the corporation that executed the within and foregoing instrument, and ac-
knowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes.
therein mentioned, and that it executed the same, and on oath stated that he was authorized to execute said instrument,
and that the seal affixed is the corporate seal of said corporation.
IN WITNESS WHEREOF I have hereinto set my hand and affixed my official seal the day and year last above

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

OF PROPERTY OF THE PROPERTY OF

Notary Public in and for the State of Washington Residing at Spokane, Washington

My commission expires: October 7, 1959

Thomas & Victoria Jenkins, and Frank & Joan Vetter, agree to give each other a perpetual, nonexclusive, nonrestrictive easement for ingress & egress over existing roadways. The purpose of this easement shall be to:

- Create legal access from West Catching county road to the property currently owned by Frank & Joan Vetter, described as exhibit "A" attached, over the property currently owned by Thomas & Victoria Jenkins, described as exhibit "B" attached.
- 2) Create legal access for Thomas & Victoria Jenkins to a lower portion of their property, described as exhibit "B" attached, over a small portion of the property owned by Frank & Joan Vetter, described as exhibit "A" attached.

No gates shall be permitted on the existing roadway between the West Catching county road and a sharp curve in the existing roadway that approximates the property line between these two parcels.

Thomas Jenkins Uttmu Lawn Victoria Jenkins	Frank Vetter Jean L. Votter Joan Vetter	2 10 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
11 3 89 Date	10/31/89	- TESWAY
Many Detral	STATE OF GREGON COUNTY OF GRANT SUBSCRIBED AND SHOWN THIS OF SLIP NOTATO	989
i, mary Ann Wil	son, County Clerk, certify the at was filed for record at peputy	· · · · · · · · · · · · · · · · · · ·

EXHIBIT A

Lots 6 and 7, Section 6, Township 26 South, Range 12 West of the Willamette Heridian, Coos County, Oregon.

EXCEPTING a portion of said premises previously deeded to Eugene L. Gething, Sr. and Nellie F. Gething, more particularly described as follows:

Starting at the SE 1/16 corner of Section 6, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, the property line bears North 87° 14' East 488.00 feet to the Southeast lot corner, a car axle and thence bears North 02° 17' East 55.62 feet to a car axle and then North 14° 31' West 404.79 feet to a car axle; thence North 40° 06' West 326.66 feet to a car axle. From this last point, the property line bears North 28° 44' West 302.66 feet to a car axle beyond the power line a few feet past a fence corner, and from this point South 01° 46' West 986.23 feet to the point of beginning.

EXHIBIT B

Beginning at a point North 87° 14' East 36 feet from the SE 1/16th corner of Section 6, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence North 1° 46' East 20 feet; thence North 87° 14' East 452 feet; thence South 2° 17' West 20 feet; thence North 87° 14' East 610 feet, more or less, to the highwater line of Catching Slough; thence Southerly along said highwater line to a point where said highwater line touches the North line of the West side of Catching Slough Road; thence in a Northwesterly direction 180 feet, more or less, along said Northerly boundary to the Southeast corner of property conveyed to Clarence C. Crane, et ux, by instrument recorded May 29, 1981, bearing Microfilm Reel No. 81-2-7399, Records of Coos County, Oregon; thence North 43° 11' 05" East 201.18 feet; thence North 30° 52' 46" West 116.67 feet; thence North 64° 42' 23" West 219.48 feet; thence South 38° 08' 18" West 156.96 feet; thence South 83° 39' 36" West 56.21 feet; thence South 78° 59' 28" West 234.94 feet to the North line of the said West side of Catching Slough Road; thence Northwesterly along said road boundary to a point 36 feet East of the West line of Government Lot 5; thence North 01° 36' East on a line parallel to and 36 feet East of the West line of said Government Lot 5 a distance of 254.18 feet to the point of beginning.----the point of beginning .----

RECURRED BY TICOR TIME INSURAL County Ganet.

COOS County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2020

NOT OFFICIAL VALUE

Tax Status

Acct Status

Deed Reference #

Sales Date/Price

Subtype

Appraiser

ASSESSABLE

See Record

See Record

GORDON WEST

ACTIVE

NORMAL

June 23, 2020 7:46:58 am

Account #

466302

Map#

26S1206D000100

Code - Tax #

0916-466302

See Record

Legal Descr **Mailing Name**

JACKSON, BRUCE & MARSHA

Agent

In Care Of

Mailing Address 62899 W CATCHING RD COOS BAY, OR 97420-7336

Prop Class

542

SA 17

RRL

NH Unit

RMV Class

500

7689-1

Situs Address(s) Situs City 62897 W CATCHING RD COOS BAY **ID#** 10 62899 W CATCHING RD **COOS BAY**

				Value Sum	mary			
Code Area	3	RMV	MAV	AV	SAV	MSAV	RMV Exception	CPR %
0916	Land Impr.	28,328 275,710					and 0 mpr. 0	
Code A	rea Total	304,038	171,720	193,844	29,173	22,124	0	
Gra	nd Total	304,038	171,720	193,844	29,173	22,124	0	

Code			Plan		Land Breakdow	1				T1
Area	ID#	RFPD Ex	Zone	Value Source	TD%	LS	Size	Land Class	LUC	Trended RMV
0916	10		EFU, CBEMP	Designated Forest Land	100	Α	12.23	С	006*	8,961
0916	80	\square	EFU, CBEMP	Farm Use Zoned	100	Α	4.00	A3	006*	3,503
0916	20		EFU, CBEMP	Farm Use Zoned	100	Α	7.73	A3	006*	6,771
0916	30		EFU, CBEMP	Farm Use Zoned	100	Α	0.60	A4	006*	338
0916	40		EFU, CBEMP	Farm Use Zoned	100	Α	0.60	A5	006*	166
0916	50		EFU, CBEMP	Farm Use Zoned	100	Α	2.50	H5	006*	479
0916	70		EFU, CBEMP	Forest Site	100	Α	1.00	AVF	006*	4,110
0916				SITE AMENTIES	100					4,000
L					Grand To	otal	28.66			28,328

Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown	TD%	Total Sq. Ft.	Ex% MS Acct #	Trended RMV
0916	2		316	FEEDER BARN		100	5,211		23,520
0916	3		137	Shop - Class 3		100	1.440		84,570
0916	1	1954	141	One story-Class 4		100	2,072		167,620
					Grand Tota		Q 722		275 740

Exemptions/Special Assessments/Potential Liability Code Type Area

0916

SPECIAL ASSESSMENT:

■ CATCHING IN DRAINAGE DISTRICT

Amount

210.00 Acres

Year 2020

NOTATION(S):

- FARM/FOREST POT'L ADD'L TAX LIABILITY FARM/FORST
- **FOREST HOMESITE**

0916

Account # 466302

FIRE PATROL:

 ■ FIRE PATROL SURCHARGE
 Amount
 47.50
 Year
 2020

 ■ FIRE PATROL TIMBER
 Amount
 22.62
 Acres
 14.05
 Year
 2020

STATEMENT OF TAX ACCOUNT

COOS COUNTY TAX COLLECTOR **COOS COUNTY COURTHOUSE COQUILLE, OREGON 97423**

(541) 396-7725

23-Jun-2020

JACKSON, BRUCE & MARSHA 62899 W CATCHING RD COOS BAY, OR 97420-7336

Tax Account # Account Status

466302 Α Real

62897 W CATCHING RD COOS BAY, OR 97420

Lender Name

Loan Number

Property ID 0916

Interest To Jul 15, 2020

Tax Summary

Roll Type

Situs Address

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	\$2,449.74	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,383.27	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,043.79	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,947.13	Nov 15, 2016
015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,873.25	Nov 15, 2015
014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,816,18	Nov 15, 2014
013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$164.62	Nov 15, 2013
012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$161.70	Nov 15, 2012
011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$158.63	Nov 15, 2011
010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$156.55	Nov 15, 2010
009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$155.19	Nov 15, 2009
800	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$180.63	Nov 15, 2008
007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$141.52	Nov 15, 2007
006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$147.86	Nov 15, 2006
005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$149.39	Nov 15, 2005
004	ADVALORÉM	\$0.00	\$0.00	\$0.00	\$0.00	\$144.55	Nov 15, 2004
003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$116.38	Nov 15, 2003
	Total	\$0.00	\$0.00	\$0.00	\$0.00	\$14,190,38	

TAX NOTATION...

NOTATION CODE DATE ADDED DESCRIPTION

SPLIT CODE

4-Jun-2014

AFFIDAVIT #20303 - #466392 COMBINED INTO #466302 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION

COOS COUNTY ASSESSOR REAL PROPERTY ACCOUNT NAMES

6/23/2020 7:47:45 AM

Account #

466302

Map

26S1206-D0-00100

Owner

JACKSON, BRUCE & MARSHA 62899 W CATCHING RD

COOS BAY, OR 97420-7336

Name		Ownership	Own
Туре	Name	Туре	Pct
OWNER	JACKSON, BRUCE & MARSHA	OWNER	100.00

