FILE NUMBER: PLA-20. 017
$\square$
Date Received: $7 / 6 / 20 \quad$ Receipt \#: 219311 Received by: $\rho .0 \wedge$

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
Phone: 541-404-6503
Email:
amiller@stuntzner.com


Tax Account Number(s): 466203
Zone: Select Zone Exclusive Farm Use (EFU) $\square$
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
Phone: 541-266-8505 Email: W6RAT 32@GMAIC.com
Township: Range: Section: 1/4 Section: 1/16 Section:

|  | 26S | $\square$ | 12W | - | 6 | T] | D | $\square$ | Select | 100 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |

Tax Account Number(s) 466302
Acreage Prior to Adjustment: 28.66
Zone Exclusive Farm Use (EFU) $\quad$
Acreage After the Adjustment 27.76
C. Surveyor Doug C. McMahan - Stuntzner Eng. \& Forestry LLC

Mailing Address 705 South 4th St., P.O. Box 118, Coos Bay, OR 97420
Phone \#: 541-267-2872
Email: dmcmahan@stuntzner.com

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

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.

## Purpose of the Property Line Adjustment:

To adjust the boundary of tax lot 301 to add additional grazing land and expaned the existing apple-orehard.

A before and after vicinity map locating the proposed line adjustment or elimination in relocation to adjacent subdivisions, partitions, other units of land and roadways.
$\square$ A plot plan showing the existing boundary lines of the lots or parcels affected by the line adjustment and the approximate location for the proposed adjustment line. The plot plan needs reflect structures as follows:

1. Within Farm and Forest at least within 30 feet of the property boundaries.
2. Within Rural Residential at least 10 feet of the property boundaries.
3. Within Controlled Development at least within 20 feet of the boundaries.
4. Within Estuary Zones at least within 10 feet of the boundaries.
5. Within Commercial and Industrial within 10 feet of the boundaries.

If there is no development within distance listed above the plan needs to indicate not development within the required distance.

A current property report (less than 6 months old) indicating any taxes, assessment or liens against the property, easeemnts, restrictive covenants and rights-of-way, and ownerships of the property. A title report is acceptable. This shall be for both properties. At the minimum a deed showing the current lien holders, reference to easements, covenants and ownership will be accepted for both properties. A notice will be provided to any lien holder as part of this process.

Please list all Lien Holders names and addresses:
Property 1:

Property 2:

## Please answer the following:

Will the adjustment create an additional Unit of land?
Does property 1 currently meet the minimum parcel/lot size ?

| Yes $\square$ | No $\square$ |
| :--- | :--- |
| Yes $\square$ | No $\square$ |
| Yes $\square$ | No $\square$ |

Was property one created through a land division?
TL $\# 301$ was not Created by partition. P.u.D. or Was property two created through a land division?
TL\# 100 was not Created by a partition, P.U.D, or Are there structures on the property? Subdivision Yes $\square$ No $\square$

If there are structures please provide how far they are in feet from the adjusted boundary line: $200+/-$ feet
Is there a sanitation system on the one or both properties, if so, please indicate the type of system Yes $\square$
Onsite Septic System $\square$
Public Sewer
$\square$

Is property one going to result in less than an acre and contain a dwelling? Yes $\square \quad$ No $\square$
Is property two going to result in less than an acre and contain a dwelling? Yes $\square \quad$ No $\square$
Is one or both properties zoned Exclusive Farm Use or Forest?
Yes $\square$
No

Will the property cross zone boundaries? If so, a variance request will be required. Yes $\square$ No $\square$

Will the property line adjustment change the access point?
Yes $\square$
No $\square$

Acknowledgment Statement: I hereby declare that I am the legal owner of record or an agent having consent of the legal owner of record and I am authorized to obtain land use approvals. The statements within this form and submittal information provided are true and correct to the best of my knowledge and belief. I understand that any authorization for land use approval may be revoked if it is determined that it was issued based on false statments, misrepresentation or in error.

## Property Owner Signatures



Applications for development (includes land divisions and relocation of property boundary) or land use actions shall be filled on forms prescribed by the County and shall include sufficient information and evidence necessary to demonstrate compliance with the applicable creiteria and standards of this ordiance and be accompanied by the appropriate fee.

## 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 Role Planning Director

## CONSENT



## I, Rex E. Miller \& Devera J. Miller

(Print Owners Name as on Deed)
as owner/owners of the property described as Township $\qquad$ 26 , Range $\qquad$ ,

Section $\qquad$ , Tax Lot $\qquad$ 301 Deed Reference $\qquad$ Dag C. Me Masan hereby grant permission to Stuntzher Eng. \& Forestry LLC $\quad$ (Print Name) so that $a(n)$ Property Line Adjustment (Print Application Type)
application can be submitted to the Coos

County Planning Department.


# (19) TICOR TITLE 

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.: $\quad 360620031575$
Effective Date: June 26, 2020 at 08:00 AM
Charge: $\quad \$ 300.00$
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.
3. The Land has been classified as Farm Land, as disclosed by the tax roll. If the Land becomes 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: January 11, 1930
Recording No: Book 110, Page 71
6. An Easement created by instrument, including the terms and provisions thereof, In favor of: United States of America
For: Power line
Dated: March 14, 1950
Recorded: $\quad$ 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<br>541-269-5127<br>john.beaver@ticortitle.com<br>Ticor Title Company of Oregon<br>300 W Anderson<br>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 $87^{\circ} 16^{\prime}$ 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 $0^{\circ} 48^{\prime}$ 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 $82^{\circ} 48^{\prime}$ 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 $82^{\circ} 48^{\prime}$ 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 Rolf Planning Director
CONSENT

On this $\qquad$ $16^{+h}$ day of $\qquad$ .2020,
$\qquad$
as owner/owners of the property described as Township $\qquad$ 26 , Range $\qquad$ 12
$\qquad$ , Tax Lot $\qquad$ 100 , Deed Reference $\qquad$ Doug C. Mc.Mahan
$\qquad$
$\qquad$ application can be submitted to the Coos -

County Planning Department.

Owners Signatures
Bruce jackson


## LIMITATIONS OF LIABILITY

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

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:
ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND subcontractors shall not in any event exceed the company's total fee for the REPORT.
CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.
THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND ShOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO be relied upon as a representation of the status of title to the property. The COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

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

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

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

END OF THE LIMITATIONS OF LIABILITY

## (iv) TICOR TITLE*

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

LOT $8 \quad 38.35$


SEE MAP 26S 12W 06D

NE1/4 SEC. 6 T26S R12W W.M. COOS COUNTY

hereluater called grantor, for the considenation hervinafier stated, does horely frant bergin, sell and conwy unto
REX_E, HILLER AND DEYERA, KILIER, HUSBAND AND HIFS
hercinafter called grantec, and unto grutce's heirs muccessort ond axelfus all of otert cortain meal poperty with the tenements, hereditaments and appurtenances thercunto beloneln of in erywies appertining stheded is the County of coos
SEE EXHIBIT A
 parcel 48724.03

To Have and to Hold the same unto the said prantex and grantec's hetro successors and asstors forever.
The true and actual consideraxion poid for shis vounsfor suated in carms of dollax, is $\$$ To terminate life estate.
O However, the actual consideration constics of or inctudes ocher property or watue given or promised which is (the whole/pan of the) considerestion (indicate which). $O$ (The sentence between che symbois 0 , if not applicable athould be deleted See ORS 03.03a)

In consinsing this deed and where the context so requirts, the stingular inchuder the phural and all gammatical changes shall be implied to make the provitions hereof apply equally to corponstions and to indivitivals. July

In Wriness Whereof che prontor has creculed inis instoumens ohls._24th__day of. $\qquad$ 1992 ifl corporcte geantor, it har caused its name to be siged and segi affixed by its officen, duly mulhorized chereto by order of its board of directors.

THS NSTRUMEN WU NOT AUOW USE OF THE PPOPERTY

 TIIE TO THE PROPERTY SHOYD CHECK WTH THE VERWT APPROVED USES.


STATE OF OREGON
County of coos \}ss.

BE IT REMEMBERED, That on ohr_ 24th_day of__July $\qquad$ 19 82, before mes, the undersgned, a Notary Public bt and for sold County and State, pernonally afpeaned the within named.

known to me to be the identical individiabax_ described in ard who executed the wishin instrument and actorowledged to me that _-sestex. HE executed the same freely ard noturitarly.

IN TESTIMONY WHEREOF, I haw hercunto set my hand and affired my official seal the day and year last above writuen.

## Pamelak. Bent <br> Nocary Public for Oregan. <br> 



WILLAMETTE VALLEY TITLS
454 Commercial 154941 ta
Coos Bay, Oregon $97.420 .2293^{2}$ man men

BEX P. MILLER
Jod Hest Catching Slough Ra.
Coos Bay, OR. 97420
$24 / 5$

RECORDING: 9207123 I 1. Mary Ann Wison, Coos County Clerk, contly the wethin instrument was filed for record at

| $\begin{aligned} & 3.14 \\ & \mathrm{By} \\ & \hline \end{aligned}$ | ONOH/31/1912 | Deputy |
| :---: | :---: | :---: |
| pages | 2 Foe | 38.0 |



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

described in and who executed the within instrument and known to ma to be the identical individual. described in and who executed
acknowledfed to me that . . sha . executed the same freely and voluntarily.

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


Notaty Publig for Ogefon. My Commission expire:

## 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 Erultland; 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 0048 . 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. $78-5-2081$, recorde of coos county, oregon;
 distance of 308.12 feet to an iron pipe on the East boundary of the county road said point being referrad 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 "BN"; thence North $82^{\circ}$ 48' East $^{\prime \prime} 994.10$ feet more or less to the East line of said Block 1, Doane's plat of rruitland; thence North along said East line a distance of 290.22 feet to the point of beginning.
Account No. 48724.03


## Witnesses

H．S．Bonebrake，Mary Lund．

## State of Oregon County of caos．

 On Decor 10，1a20，persol1J apo for State of oregon，H．S．Bonebrake with whom I am vell and personally acquatrted and wo is personally known ta me to ibe the identical fndividual wo signed the within instrument as one of the witnesses to the signature of the within described Individuals Rnoda $\mathrm{E}_{0}$ Ross， George Ross and Lucy A．Ross，his wife，the grantors and he being first duly avom，on oath did say that has residence is Portiand，Oregon，that he is woll and personaliy acqualnted with and knows sald grantors within named；that on December 9,1929 ，in said Coos county seid individuals Erantors in his presence did sign，seal and deliver sald instrument and ale acmowledge that they executed the same freely；that the genuine signature of said grantors resnectively is subscribed to said instrument．
## Bennett Swanton

Notary Public for oregon
My comission expires Febr，8， 1933
Recorded Jan．11，1930，1：35 P．M．
Robt．R．Watson，County clerk

Phoda E．Ross
Geo．Ross Lucy A．Ross

40050－- KNOH ALL LEN BY MHESE PRESENTS，That we；V，N．B MKer and Mildred Barker．husband and wife，of Coos County，state of oregon，In consideration of Ten and no／loo Dollars to us paid by J．I．Knight of Coos County，state of Oregon rave bargeined and sold and by these presents do grant，bargain．sell and convey unto said J．I．Knight；his heirs and assigns， all the following bounded and described real property situated in the county of Coos and Strate of Oregon：
 WI of the NEA，and the $3 E \frac{z}{2}$ of the NET，all in Section 23；Townchip 29 South of Range 13 West of the Willamette Kerialan，and the NE青 of the NM立 in Section 26；Townghip 29 South of Range 13 West of the Willamette waridian，in coos county，Oregon together with ali and singular the tenements，hereditaments and appurtenances thereunto bejonging or in anywise appertaining afd also all our estate，right，titie and interest in and to the eame，including dover and claim of dower．
－TO HAVE AND TO HOLD the above described and granted premises unto the sald．I．I． Knight，his hesrs and assigns foraver，And N．Barker and Midred Barker，Erantors above named do covenánt to and with J．工．Knight，theoabove named grantap，his heirs and assigns that we are lavfuliy solzed in fee simple of the pove grapted premises，that the aboves granted premises are freo from ali lncumprances excepting mortgager fayor of the worla War Veterans state Ald complesfon；wich the grantee hereby assupes and agres to pay and that we wil and our felrs，executors and admistrators shall warrant and forever dofend the above granted premises and overy part and parcel thereof，against the 1 amful claims and demands of aII persons homsoever excepting as above stated

IN WINESS WHFREOF，the srantors above मomed have hereuto set our hands and peale this $18 t h$ day of Nnvember， 2929 ．
yrecuted in the presence of Saima Lindros J．Arthur Bors

V N．Barker． Mindred Barke
$\frac{(\operatorname{sen}) 3}{(\operatorname{seq})}$

The GRANTUR, herein so styled whether one or more; LAURAYNE V. KERSHAST and




In hand paid by the CXITED STATES QF AMERICA, receipt of which is bereby oclinowiedged, hereby frants, bargains, se11s, and conveys to the UNITED STATES OF AMERICA and 1 ts nssigns, a perpetual easement and right to enter and erect, operate, mintaing rephirt rebuild, and patrol one or more electric power transmision lines and nippurtentitsighal! lines, poles, towers, wires, cables, and appliances necessary in connection therewith, il, upon, over, under, and across the follcwing-described parcel or innd in the chunity of COOS
, in the State of:
Oregon

That portion of Lot 2 of Block 1 and Lot 2 of Block 2 In Doaito Plat of rruitland, according to the duly recorded plat theredr, in

 tridth, the boundaries of said strip lying 50 foot distant mon, on oah. side of, ond parallel to the survey inne or the Roodaport-Cops Biey tranenissiop line, as now located and staked on the ground overe, orombypon,
 marticularly described es follows:

Boginnine at surver station $1537+53.4$ a point an the castilino of Soction 6, Toumship 26 South, Range 12 seat, Millainette yorldian, said point beins $5.5^{\circ} 161$ W. a distance of 2355.8 fot from fohe north enst corner of said Section 6; thence S. $65^{\circ} 16^{\prime}$ W. a dis tance of 14,03.1 feet to survey station $1552+46.51$ thence s. $86^{\circ} 160$ tw on distance of 3866.4 feet to survey station $1591+12.9$, point on the
 of 873.3 feet from the quarter section comer on the west jine of said Section 6.


## voc 197 pack 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, 11 mb , fell, and remove all growing trees, dead trees or snags (collectively called danger trees") located on Grantioris land adjacent to said parcel of land, which could fall upon or against said transmission and signal lIne facilities.

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

The Granter 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 Grantoris land adjacent to sati parcel of land, is, and shall be vested In the UNITED STATES OF ANERICA and its assigns and that the considersLion paid for conveying said easement and rights. herein described is accepted as full compensation for all damages Incidental to the exercise of any of sadi rights.

The orantor also covenants to and with the UNITED STATES OF AMERICA that Granter is lawfully seized and possessed of the lands aforesaid y has good and Lawful right and power to sell and convey same; that same are free and clear or encumbrances, except as above indicated; and that Granter 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 $/ 4$ day of Phaneah , 19sio.


## val. 197 em a 681


(tamari form of acknowledgment abs roved for use with all conveyances in washington and orforl)

In the 14 day of Prainch , 1950, personally came before me, notary public in

to me personally known to be the identical person edescribed in and who executed the If It in and foregoing Instrument and acknowledged to me that, thor executed the same as : :r 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.

$\because$

Notary Pubic ic in and for the
State of


My commission expites:12・フー St
state of.
cones of
 ss:

I CERTIFY that the within instrument. was received for the record on the
 Witness my hand and seal of County affixed.


Upon recordation. please cefurin to:

> TITLE UNIT, LAND SECTION BONNEVILLE POWER ADMINISTRATION P.O. BOX NO. 3537 PORTLAND B, OREGON

Legal description: A portion of the NW 1/4SE1/4 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. )

## 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 (BAA) 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.

[^0]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:


# PERSONAL/FIDUCIARY ACKNOWLEDGMENT 

Washington, Oregon, Idaho, Montana, and California

| State of Oregon | ) ss |
| :--- | :--- |
| County of Multnomah | ss |

On this $6^{+\frac{14}{}}$ day of ES OCDbV, 2016, before me personally appeared Lesa Gilmore, known to me, or proved to me on the basis of satisfactory evidence, to be a Field Realty Specialist for the Bonneville Power Administration whose name is subscribed to the within instrument and who acknowledged to me that she executed the same as her voluntary act and was authorized to execute said instrument in such official or representative capacity.

## Rope Shoutha Campbell <br> LARA MARTHA (AmPBELL

Printed Name
Notary Public in and for the State of OreGOn $h$ Residing in Multhomah lounty, 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.


## 99411

## val 250 mata 640

## CAPCHIMG SLOUGH

Triact No. 2

## EASEMERTS DEED

FOR AKD IN CONSIDERATION OF THE OUM OF TEN. - -DOLLARS (\$10.00) in hand paid, receipt of which ia horeby acknowledged, and the berefits which will aceruo to the land of the drantors by the oxercise of the riehts heroin granted, GEORGE F. ROSS, Jr., and JOYCE ROSS, hia wife, do heroby grant, bargain, seli and convey unto the CATCHINE INLET DRAINAGE DISTRICT, a duly incorporated drainage district within Coos County, Oregon, and its assigns, a perpoturl easement and right-of-way, for the purposes hereinafter atated, over and through, under, alone and acrose that certain parcel of land aituate in. the County of Coos, State of Oregon, described as follows, towit:

Beginning at an iron pipe at the center of Section 6; Township. 26: South, Hange 12 West of the Willamette Meridian, Coos County; Oregon; thence North $29^{\circ} 301$ West. 757.3 faet to an iron pipe; thence North $1^{\circ} 35^{\prime}$ wept 1226 feot to an iron pipe; thence North $58^{\circ} 4^{\prime}$. West across Ross Slough to the left bank of Roan Slough; thence downstream along the loft benk of Rose Slough to the loft bank of Catching slough; thence upetream alone the lert bank of Catching Slough to its intersoction with the East boundary of Lot 8 in Section 6; therce South alone the East boundary of said Lot 8 to the Southeast corner thereori thence West elone the South boundary of said Lot of to the Southwest corner thereof to the place of beginning. Excopt rizht of way for County Road. Also, excopt: Beginning at an fron pipe on the Westeriy boundary of the right of way of the County Road through the SE $\frac{1}{2}$ of the $\mathrm{NW}^{\frac{2}{3}}$ of alid Section 6, from which point the iron pipe marking the. center of said Section 6 bears South $16^{\circ} 14^{\prime}$ East a distance of 697.65 feot; and funnine thence North $87^{\circ}$ o0' West for a diatance of 189.83 feot to an iron pipe at a fonce cornor at the engle point in the Westerly boundary of the George Rosa rahch; thence North $7^{\circ} 35^{\circ}$ West along the Wost boundary of the said Ross ranch for a aistance of 1226 foot to in iron pipe marking the ancle point in the said Westorly boundary; thence Forth $58^{\circ} 43^{2}$ Weat along the said Westerly boundary of the Ross ranch for a diatance of 108 feet, more or losi y to 2 point on the aald Westerly boundary of the County Road rieht of way; thence Southeacterly along the aria right of way boundary for a distance of 1495 feat, more or less, to the point of beginning, beine a portion of the SET of the NW? and of Lot 10 of Section 6, Township 26 South, Range 12 Weat of the Willamette Neriaian, Coós County, Oregon.

Sald ossemont and riehtmormay are for the following purposos, navely The perpetual rigit to onter upon the ebovemeacribed right-of-wisy and to construet, riconmtruct, muintain, ropmisp operate and patrol bink protection and rectification project inciuaine all appurtenances thereto; together with any anlarganant or reconstruction thernof, and to, trim; cut, fell and remove all much trieeng brush that othor natiural growth and obstructions as are necessery to provide adequate clearance and to oleiminate intesferone with or hazards to the structures or utilities pleced or constructed on, over, or under, said Fight-of-say.
$\rho$ It is expressis understood and agroqd that in ginnting the easeo mont and rightmof-rray hareinabove descrivadg thare is included as "an: appurtenance the right of access thereto over and across other Iande: of the Grantorm.

It 1a ano underatood nd agreed thit the herein mamed Grantee, Lts egents or assigns, ahall have the right to ppropriate frow the right-of-way hereinabove dsperibed, zuch timber, rocka asth or gravel as may be necessary for the construction or fepair of said bunk protecm tion and rectification project.

The consideration boverimentioned 1s eccepted es ful1 compehsation for all damages incidental to the exercile of the righte above granted.

TO HAVE AND TO HOID the pisd susament and rightwormay unto the CATCHING INLEM DRAIMAGE DISTRICT and itn assigne foraver.

We covenant with the Catching Inlat Drainkge District thet wo are Imfully selzed and possessed of tho land aforesifd; thet the perement hereinabove aescribed is free and cloar of all ncumbrancen, except as above noted, and that we will forevar sarxant end derond the titie thereto and quiet possession thereof egainet the lawful olaims of all persons whomsoever.

Said easement and rightmofway shall De over such portion of my above" described premises as shall be withln the boundaries of the following described traat:

2-ENSEITHNT DEEED
$\square$

val 250 pack 642



6-EASENENT DEFD

## voi 250 pacar 643











 ture to the wiphts thense 1 are hata curve to the rigit hiting a


 of 193. 24 reat through e cantral angle $22^{*} 201$ atietance of 42.03














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 [act 120.05 sgot to a coint of curvature to ght zichit thone alont, and






 of 2u-20 scet: thince Wouth $29^{\circ} 260$ bent 120.22 siet to point of curve




 60 bino 2asts thomeo ascmg anid curve to the 2eft buving madiun or


thence South $29^{\circ} 08^{1}$ West 199.05 feet to a point of curvature to the left; thence along and curve to the left having a radius of 150.00 foot through a central anglo $10^{\circ} .25^{\prime}$ a distance of 27.27 foot; thence South $18^{\circ} 43^{2}$ Went 186.78 feet to a point of curvature to the right; thence along said curve to the right having a radius of 93 . 21 feet through a central anele $15^{\circ} 211^{\prime}$ a distance of 24.98 foot: thence South $34^{\circ} 04^{\prime}$ West 62.11 feet; thence South $55^{\circ} 56^{\prime}$ East 100.00 feet to low waterline Northerly and Northeasterly 7600 feet to the point of boa Ginning.

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


## STATE OF OREGON

comity $0 ;$ coos. Iss.
On this 29th day of Nay, 1956, personally 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 erecited the axe as their free and voluntary act and deed, for the uses and purposes therein mentioned.
$\therefore$ - 1 IVEX under my hand and official seal the day and year last


Lacundev

gEOREIANNA VAUGBASH, COUNTY CLNMY

## GUITCLAIM DELED

 $\qquad$ 19. 56 ., between THE FEDERAL LAND BANK OF SPORANE, a corporation orguixed and existing moder the Federal Farm Lown Act, approved July 17, 1916; with its principal phee of basiness in the City of Spokane, County of Spokate,

- State of Wubhington, the party of the fint part, and_Getching_Inlet. Drainage_District,_e_monicipal
 WITNESSETH:
That the party of the first purt, for and in consideration of the sum of One Dollar ( $\$ \mathrm{r} .00$ ) and other good and valuable considerations, rectipt of which is herity achnowleded, does by these prouents remise, release, convey and
 in and to the following described real estate situate in the County of__Cos_ $\qquad$ to-wit:

An pasement for the construction, operation, maintenance, repair, and patrol of a bank protection and rectification project, and related purposes, over that certain strip of 1and in Iots 6 and 7 of Section 6, Township 26 South, Bange 12 West of the willamette Heridian, along the left bank of Catching Inlot Slough, as described in that certain easement deed from SeImer Swanson and Bilizabeth H. Swanson, husband and vife, to the Catching Inlot Drainage District, dated May 29, 1956, and recordod June 1, 1956, in Book 250 at page 651 of the Deed records of Coos County: Orogon, $\qquad$
together with all the tenements, hereditaments, rights, privileges and appirtenances thereunto belonging.
TO HAVE AND TO HOLD said premises unto the part. 5 of the second part, its successorematia and. assigns forever. ${ }^{-}$


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

23-Jun-2020
MILLER, REX E. \& DEVERA J.
63109 W CATCHING RD
COOS BAY, OR 97420-7339

| Tax Account \# | 466203 | Lender Name |
| :--- | :--- | :--- |
| Account Status | A | Loan Number |
| Roll Type | Real | Property ID |
| 0901 |  |  |
| Situs Address |  | Interest To |

$\left.\begin{array}{cccccccc}\text { Tax Summary } \\ \begin{array}{c}\text { Tax } \\ \text { Year }\end{array} & \begin{array}{c}\text { Tax } \\ \text { Type }\end{array} & \begin{array}{c}\text { Total } \\ \text { Due }\end{array} & \begin{array}{c}\text { Current } \\ \text { Due }\end{array} & \begin{array}{c}\text { Interest } \\ \text { Due }\end{array} & \begin{array}{c}\text { Discount } \\ \text { Available }\end{array} & \begin{array}{c}\text { Original } \\ \text { Due }\end{array} & \\ \hline & & & & & & & \\ \text { Date }\end{array}\right]$

# COOS County Assessor's Summary Report 

Real Property Assessment Report
FOR ASSESSMENT YEAR 2020
NOT OFFICIAL VALUE
June 23, 2020 7:38:56 am


## 多

## 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 tie 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.

## EXHIBT A

Prepared By
Choked By


Checked By

# US DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION 

PERSONAL ACKNOWLEDGMENT
Washington, Oregon, Idaho, Montana, and California

| State of Oregon | ) ss |
| :--- | :--- |
| County Coos |  |

On this 11 day of $M 1 a_{\text {_ }} \quad 2012$, before me personally appeared Devera J. Miller , known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and who acknowledged to me that she executed the same as her voluntary act and deed for the uses and purposes therein mentioned.

(SEAL)


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

# US DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION 

## PERSONAL ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Oregon___
County Coos

On this $\qquad$ day of $\qquad$ 2012 , before me personally appeared Rex E Miller $\qquad$ , known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and who acknowledged to me that he executed the same as their voluntary act and deed for the uses and purposes therein mentioned.

(SEAL)


Signature
Oral Lee Rose
Print Name
Notary Public in and for the
State of Oregon
Residing at Colon, Oregon
My commission expires _August 8, 2015

BRA FEBRUARY 2008


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 Arca, 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.

```
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. )

> 10002383 AFTER RECORDING 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 <br> Additional Búrden

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. $\S \S$ 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. $\S \S 839 \mathrm{et} \mathrm{seq}$.

## 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.

File No 1 T5-2ㄷN ER/WC NO $27-7(5)-106-781,53$

## RIGHT-OFWAY EASEMENT (Individual)

For value received.the undersigned, hereinafter referred to as Grantors, (whether singular or plural). do hereby prant to PACIFIC POWER \& LIGHT COMPANY, a Corparation, its sutcessors and assigns, the Grantee, an easement or right-of-way for an electrac 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 suppoits and the right to place all or any part of such line underground at or near the location and along the general course naw located and staked out by the Grantee over, across and upon the following described real property in_._COOS County, State of__Onery to prit:

In the Forth tiv of Section 6, Tomship 26 South, Range 12 \%est of the trillamstte ireridian.

Together with the right of ingress and cgress over the adjacent lands of the Grantors for the purpose of constructing, reconstructing, stringing new wires on, mainkaining 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, mntorized vehicles or other equipment, or in eny other such use of said right-of-way, Grantors and Grantors' heirs or aspigns, shall conform strictly to the provisions of any then applicable safety code or regulation pertaining to required clearances from the wites or conductors of such line.

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


机
Onthis 2lat day of Hay $\qquad$ 1980 personally appeared belore me a notary public in and for said State; the within named Gordan Ross, and if Ima Ross, husbend and vife.
to mee knom to be the jdentical persons described therein and who executed the foregoing instrument, and acknowledged " 0 'me that the mepticitid. . :


Residing at liorth Bend
My commission expires: A0ril 3, 2904 $73 \%$

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 deaded to Eugene $L$. Gething, Sr, and Nellie F. Gething, more particularly desoribed as follows:

Starting at the SE 1/16 corner of Section 6, Township 26 South, Range 12 Hest of the Willamette Meridlan, Coos County, Oregon, the property line bears North $87^{\circ} 14^{\prime}$ 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 $14^{\circ} 31^{\prime \prime}$ Hest 404.79 feet to a car axle; thence North $40^{\circ} 06^{\prime}$ Nest 326.66 feet to a car axle. From this last point, the property line bears North $28^{\circ} 4^{\prime \prime}$ ' West 302.66 reet to a car axle beyond the power line a few feet past a fence corner, and from this point South $01^{\circ} 46^{\prime}$ West $986.23^{\text {feet to the }}$ point or beginning.-----

EXHIBIT B
Beginning at a point North $87^{\circ} 14^{\circ}$ 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 $1^{\circ} 46$ East 20 feet; thence North 87: $141^{\prime}$ East 452 feet; thence South $2^{\circ} 17^{\prime}$ West 20 reet; thence North $87^{\circ} 14^{\prime}$ East 610 reet, more or less, to the highwater line of Catching Slough; thence Southerly along said highwater line to a point where said highwater ilne touches the North inne of the West side of Catching Slough Road; thence in a Northwesterly direction 180 feet, more or less, along aaid 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 $43^{\circ}$ 11' 05" East 201.18 feet; thence North $30^{\circ} 52^{\prime \prime} 46^{\prime \prime}$ West 116.67 feet; thence North $64^{\circ} 4^{\prime}{\text { ' } 23^{\prime \prime}}^{\prime}$ West 219.48 feet; thence South $38^{\circ} 08^{\prime \prime} 18^{\prime \prime}$ West 156.96 feet; thence South $83^{\circ} 39^{\prime} 36^{\prime \prime}$ West 56.21 feet; thence South $78^{\circ} 59^{\circ} 28^{\prime \prime}$ West 234.94 reet to the North line of the said Weat 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. 361 East on a inne 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.-----

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iNSURAi
cose county kianct.

Thomas \& Victoria Jenkins, and Frank \& Joan Veter, agree to give each other p perpetual, nonexclusive, nonrestrictive Easement for ingress \& egress over minting roadways. The purpose of this easement shall be tor

1) Create legal access from Wast Catching county road to the property currently awned by Frank \& Joan Voter, described as exhibit "A" attached, over the property currmetiy 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 man il portion of the property owned by Frank \& Joan Veter, described ae exhibit "A" attached.

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


Date
$\left.\begin{array}{l}\text { STATE CF OREGON } \\ \text { COUNTY O: CANT }\end{array}\right\}$ COUNTY O: CANT



State of Oregonian. Cl: 11 County of.Cojk 89-/1r.206.... .. ... . . .................. I, Mary Ann'Wilson, County Clerk, certify the within jostrument was filed for record at 187 :


STATE OF WASHINGTOX
COUNTY OF SPOKANE: $\}$.

 to me known to be the Vice President of the corporation that executed the witbin and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposess. therein mentioned, and that it executed the same, sind on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate stal of said cosporation.

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


# COOS COUNTY ASSESSOR <br> REAL PROPERTY ACCOUNT NAMES 

| Account \# | 466203 |
| :--- | :--- |
| Map | 26 S1206-A0-00301 |
| Owner | MILLER, REX E. \& DEVERA J. |
|  | 63109 W CATCHING RD |
|  | COOS BAY, OR 97420-7339 |


| Name |  | Ownership | Own |
| :--- | :--- | :--- | :--- |
| Type | Name | Type | Pct |
| OWNER | MILLER, REX E. \& DEVERA J. | OWNER |  |

# 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 23, 2020 at 08:00 AM
Charge: $\quad \$ 300.00$
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

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 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
$\begin{array}{ll}\text { Recording Date: } & \text { June 1, } 1956 \\ \text { Recording No: } & \text { Book 250, Page } 651\end{array}$
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:
$\begin{array}{ll}\text { Granted to: } & \text { Thomas \& Victoria Jenkins and Frank \& Joan Vetter } \\ \text { Recording Date: } & \text { November 30, } 1989 \\ \text { Recording No: } & 89-11-2206\end{array}$

Informational Report of Ownership and Monetary and Non-Monetary Encumbrances
(Ver. 20161024)
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: $\quad$ 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: | State of Oregon |
| Date entered: | July 5, 2011 |
| County: | 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 $87^{\circ} 14^{\prime}$ East 488.0 feet to the Southeast lot corner, a car axle and thence bears North $02^{\circ} 17^{\prime}$ East 55.62 feet to a car axle and then North $14^{\circ} 31^{\prime}$ West 404.79 to a car axie; thence North $40^{\circ} 06^{\prime}$ West 326.66 feet to a car axle from this last point, the property line bears North $28^{\circ} 44^{\prime}$ West 302.66 feet to a car axle beyond the power line a few fee past a fence corner, and from this point South $01^{\circ} 46^{\prime}$ 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.

## LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.
CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS
THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:
ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.
CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.
THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.
NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.
CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS been advised of the likelihood of such damages or knew or should have known of THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY

## CTICOR TITLE" <br> 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.


## WARRANTY DEED

This Space Reserved for Recorder's Use
GRANTOR: MARTIN R. BARB

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 retum to: BRUCE ROBERT JACKSON 1260 ST. FRANCIS AVENUE MODESTO, CA 95356
after recording RETURN TO Ticor Title insurance 131 N 3 rd - Box 1075 Coos Bay, OR 97420.0233

## STATUTORY WARRANTY DEED

MARTIN R. EBARB Granter, 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 $\mathbf{\$ 2 2 5 , 0 0 0 . 0 0}$ (Here comply with the requirements of ORS 93.030 )
Dated this $6^{\text {th }}$ day of May_ 2002


State of Oregon, County of


The foregoing instrument was acknowledged before me this le th day of HWy , $2002-6 y$ MARTIN R. BARB

## (Tenderer antares

Notary Public for Oregon
My commission expires:10-27-02


## If TICOR TITLE INSURANCE


#### Abstract

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 $87^{\circ}$ 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 $144^{\circ}$ ' West 404.79 feet to a car axle; thence North $40^{\circ}$ 06' West 326,66 feet to a car axle from this last point, the property line bears North $28^{\circ} 44^{\prime}$ 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 ${ }^{\circ}$ 46. West 986.23 feet to the point of beginning.


## 'EXHIBIT B'

1. 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.
4. 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.
one 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.
8. Easement, including the terms and provisions thereof,

To: United States of America
Recorded: December 6, 1950
Book: 204
Page: 573 Deed
Records of coos County, Oregon.
For: Transmission line
9. 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.
10. Easement, including the terms and provisions thereof,

To: Catching Inlet Drainage District, a municipal corporation
Recorded: June 29, 1956
Book: 251
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.
Page: 202 Deed

The GRANTOR, herein so styled whether one or more; THE FEDERAL LAED BANE OF SFORANE, A saxponatz on ownar, ana GEHMER GMANSON and ELIZABETH SKANSON, busband pad MIfe, oontract gurchasers,

ror and in consideration of the sum of THREE HONDRED ITHENTY-FIVE
 In hand paid by the UNITED STATES OF AMERICA, receipt. of which is hereby acknomietiged, hereby gaqnts, bargains, selis, and conveys to othe INITED STATES OF AMERICA and its
 rebuila; and petrol one or more electric power tramsmission lines aminpmrtenant fignat IInes, poles, towers, wires, cables; and appliances. necessary in connection therewith, fr, ufor, mer, unier, and across the follpwing-described parcal of land in the county 0) Coos $\quad$, In the State of Oregon to 11:

That portion of Government Lots 6 and 7 of. Section 6, Township 26 South, Range 12 West of the Willamette Meridian, Doos County, Oregon, which lien whin a atrip of land 100 feet in wiath, the bomariee of saik strip Iying 50 feet diatant from, on each wite ory and parailel to the survey line of the Reedsport-Coos Bay trancmisoion Itre, as now Idcated and staked on the ground over, across, upon, ana/or adjacent to the above desoribad property, said survey line being perticulariy describod as follows:

Beginning at survey station $1537+53.4$ a point on the ratit. 1tno of Section 6, Tornship 26 South, Range 12 Fest, fillametto Meridjar, said point being S. $5^{\circ}$ 16' W. a distance of 2355.8 foot firm the portheast corner of. ceid Seation 6 ; thence $s, 65^{\circ} 16^{\prime}$. 7 . distance of 1493.1 reet to survey atation $1552+46.5$ : thences s. $86^{\circ}$ 16'. 相. a dstance of 3866.4 feet to survey station $1591+12.9$ a point on the west 11na of said Seotion 6 , said point being $S .2^{\circ} 36^{\prime \prime}$ W. a distance of 873.3 feet from the quarter seotion corner on the pestitine of said seation 6 .


## m $204-534$

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 atu future right to top，11mb，fell，and remove all growing，trees，lead treas or



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sy Mhe Sedera Iand Benk of Spokane does not foin in the covomants end werractien Sncluded iñ the doccinent．
 and itis oprporatia geal to be affixed．


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\text { Arivisis } 11-19-80
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STATE OF WASHINGTON
COCNTX OF SPOKANE
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On this 23rd nay of Dctober , 1950 , before me, a notary public in and for the abovemamed 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 acit and deed of said corporetion, for the uses and purposes therein ment tioned, and on Bath stated that he was authorized to execute sald instrument and that the seal affixed is the corporate seal of said corporatiori.

IN WITNESS WHEREOF, I have hereunto set'my hand and aftixed my oificiat seal the day and year first above written.
 Aesiding at spokane.

My coministion expires:
October 7, 1951.

STATE is OREGON

 chnty ul coos

 husband and wife, contract pureinsers,


 mentinnfit.


catching stoor
Tract: No. 4

EASEMENT DEED
 In hand paid, receipt of which is hereby acknowledged, and the bengfits which will accrue to the land of the Granters by the exercise of the rights herein granted', sEiNER SWAKSON and ELIZABEIH SWAnson, his wife, do hereby grant, bargain, sell and convey ; unto the CATCEING INLET DRAINAGE DISTRICT; a duly incorporated drainage district within Cos County, Oregon, anita assigns, a perpetual easement and right-of-way, for the purpose e hereinafter stated, over and through, finder, along and across that certain parcel of land situate in the County of Coom, State of Oregon, described as follows, to-wity

Lots 6 and 7 . Section 6, Township 26 South, Range 12 West of the. Willamette Meridian, coos County, Oregon.
val. 250 pata652

Sald sisemont ond wieht-of-way ure for the followirg purposed, nemelif: The perpetum sight to ontor upon the above-describod mightofmys and to conitiruct, rycontruct, maintain, repair, operato ana patrol a bank grotaction ind ractification project ineluding all apa purtenencet thereto, togethor with any eniareament or recomstpuation tharwors and to trim, cut, rolic and romove all wuch trooll, brash and other nutural erowth and obstructions an are necesempy to provide adequate clenrance and to olelminate interferance with op hazarde to the thructures or utilities pleced of constructed on, over, or under, zaid'right-or-wat.

It in expremaly wateratood and agraed that in eranting the oasem mint and xight-ofmsay horainabove duncritud, these is inoluded as an Appuxtionance the IIght of acoent thoreto over and iorosg other 1 and of the Grantorm.

It it meo undermbod mia merea that the herain gemed araptes, 1ta meatif or masigns, shall have the right to eppropriate from the xight-ot-way hereintbove dencribod, auch timbor, rock, earth ow eravel as mey be neceanary for the construction or repair of sela bank protece tion and roctifiontion project.

The considaration move-montionod is sccopted an full compohsan tion for all demages inciaental to the axoscide of the riguts mboye Eranted.



Ue covenant with the Datchine Iniat Drainkge Distriat that we we
 hereinabovo dosoribod in free and cionz of ill unoumpancen, excopt ne guovo noted, and that tro will forover waryant and deford the title therato and quiet posoosofon thereof egainet the Iawtul olalm of all persono whamoever.

Said oasement and zight-ofmay shall be orer much portion of my above. deacribed prealioos as shall be within the boundarios of the follouing describod tract:




























































## val 250 pati 654






























































val 250 prte655






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## 99312

## QUITCLAIM DEED

 $\qquad$ 19. 56 ., between THE FEDERAL LAND BANK OF SFORANE, a Corporation organized and existing under the Federal Farm Lon Act, approved July 17, 1916; with its principal piece of business in the City of Spokane, County of Spokane,

 $\qquad$ part .y. of the second part,

## WITNESSETH:

That the party of the first part, for and in consideration of the sum of Ope Dollar ( $\$ \mathrm{r} .00$ ) and other good and valuable considerations, receipt of which is hereby acknowledged, does by these presents remise, release, convey and
 in and to the following describer real estate situate in the County of cons $\qquad$ State of Oregon-.... to-wit:

An pavement for the construction, operation, maintenance, repair, and patrol of a bank protection and rectification project, and related purposes, over that certain strip of land in Lots 6 and 7 of Section 6, Township 26 South, Range 12 West of the Killamatto Meridian, Along the left bank of Catching Inlet Slough, as described in that certain easement deed from Selmer Swanson and Elizabeth H. Swanson, husband and wife, to the Catching Inlet Drainage District, dated Hay 29, 1956, and recorded June 1, 1956, in Book 250 at page 651 of the Deed records of Coos. County, Oregon, $\qquad$
together with all the tenements; hereditaments, rights, privileges and appurtenances thereunto belonging.
TO HAVE AND TO HOLD said premises unto the party. of the second part, its.siccassorstate and assigns forever. ${ }^{4}$


IN WITNESS WHEREOF, the partiotite first part ias dived its corporate name-tabe-hereunto subscribed and its corporate seal to be affixed by itsiffoper and daily authoizided officers. - Attest:

 named State) personally apptared. Sn_Conish
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 voliuntary act and deed of said corporations, for the uses and purposes therein mentioned, and that it executed the same, and on oath shated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporatico.

IN WITNESS WHERESOF, I have hereunto set my hand and affixed my official seal the day and year last abovewritten.


Thomas \& Victoria Jenkins, and Frank \& Joan Voter, agree to give each other a perpetual, momexcluaive, nonrestrictive casement for ingress \& Egress over existing roadways. The purpose of this easement thill be tor

1) Create legal access from Went Catching county road to the property currently owned by Frank \& Joan Voter, described as exhibit "An attached, oven the property currently owned by Thomas a Victoria Jenkins, described am exhibit "B" attached.
2) Create 1 legal access for Thomas \& Victoria Jenkins to a 1 aver portion of thinir property, described an exhibit "B" attached, over anil portion of the property owned by Frank \& Joan Voter, described as exhibit "A" attached.

No gates shall be permitted on the existing roadway. between . the Want Catching county rimed and a itiarp curve in tüié existing roadway that approximates the property line between these two parcels.

$\left.\begin{array}{l}\text { state cr origin } \\ \text { county or can nt }\end{array}\right\}$
subscriber ait surat to raver te THis Oct 51 , 1989

## many \& Prune



1, Mary Ant Wilson, County Clerk, certify the within instrument was filed for record at


Lots 6 and 7, Section 6, Township 26 South, Range 12 West of the Wlllamette Meridian, Coos County, Oregon.
EXCEPTING a portion of said premises previously deeded to Eugene $L$. Gething, Sr. and Nellie F. Gething, more particularly desoribed as follows:

Starting at the SE $1 / 16$ corner of Section 6, Township 26 South, Range 12 West of the Willamette Maridian, Coos County, oragon, the property line bears North $87^{\circ} 14^{\prime}$ East 488.00 feet to the Southeast lot corner, a car axle and thence bears North $02^{\circ}{ }_{17}{ }^{\prime}$, East 55.62 reet to a car axle and then North $14^{\circ} 31^{\prime \prime}$ West 404.79 feet to a car axle; thence North $40^{\circ} 06^{\circ}$ West $326.66^{\circ}$ feet to a car axle. From this last point, the property line bears North $28^{\circ} 44^{\circ}$, West 302.66 feet to a car axle beyond the power line a few feet past a fenoe corner, and from this point South $01^{\circ} 461$ West 986.23 feet to the point or beginning.-----

## EXHIBIT B

Beginning at a point North $87^{\circ}$ 14' $^{\circ}$ East 36 feet from the SE $1 / 16$ th 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 $2^{\circ} 17^{\prime}$. West 20 feet; thence North $87^{\circ} 14^{\prime}$ 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 iine of the West side of Catohing Slough Road; thence in a Northwesterly direction 180 feet, more or less, along said Northerly boundary to the Southeast oorner or property conveyed to Clarence $C$. Crane, et ux, by instrument recorded May 29, 1981, bearing Microfilm Reel No. 81-2-739, Records of Coos County, Oregon; thence North $43^{\circ}$ $11^{\prime \prime} 05^{\prime \prime}$ East 201.18 feet; thence North $30^{\circ} 52^{\prime} 46^{\prime \prime}$ ' West 116.67 feet; thence North $64^{\circ} 42^{\prime} 23^{\prime \prime}$ West 219.48 feet; thence South $38^{\circ} 08^{\circ}$, $18^{\prime \prime}$ Hest 156.96 feet; thence South $83^{\circ} 39^{\prime}$ 1 $36^{\prime \prime}$ West 56.21 feet; thence South $78^{\circ} 59^{\prime} 28^{\prime \prime}$ West 234.94 feet to the North iine of the said West side of Catching Siough Road; thence Northwesterly along said road boundary to a point 36 feet East of the West inne of Government Lot 5; thence North $01^{\circ}$ 36. East on a line parallel to and 36 feet East the point of beginning.....-

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# COOS County Assessor's Summary Report 

Real Property Assessment Report
FOR ASSESSMENT YEAR 2020
NOT OFFICIAL VALUE
June 23, 2020 7:46:58 am



Page 1 of 2

Amount
47.50

Year 2020
Amount
22.62 Acres
14.05 Year 2020

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

23-Jun-2020
JACKSON, BRUCE \& MARSHA
62899 W CATCHING RD
COOS BAY, OR 97420-7336

| Tax Account \# | 466302 | Lender Name |  |
| :--- | :--- | :--- | :--- |
| Account Status | A | Loan Number |  |
| Roll Type | Real | Property ID | 0916 |
| Situs Address | 62897 W CATCHING RD COOS BAY. OR 97420 | Interest To | Jul 15,2020 |


| Tax Year | Tax <br> Type | Total Due | Current Due | Interest Due | Discount Available | Original Due | Due <br> 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 | \$2,043.79 | Nov 15, 2016 |
| 2015 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,947.13 $\$ 1,873.25$ | Nov 15, 2016 Nov 15, 2015 |
| 2014 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,816.18 | Nov 15, 2014 |
| 2013 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,816.18 $\$ 164.62$ | Nov 15, 2014 |
| 2012 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | $\$ 0.00$ $\$ 0.00$ | \$164.62 $\$ 161.70$ | Nov 15, 2013 Nov 15, 2012 |
| 2011 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$158.63 | Nov 15, 2011 |
| 2010 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$156.55 | Nov 15, 2010 |
| 2009 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$155.19 | Nov 15, 2009 |
| 2008 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$180.63 | Nov 15, 2008 |
| 2007 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$180.63 $\$ 141.52$ | Nov 15, 2008 Nov 15, 2007 |
| 2006 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$147.86 | Nov 15, 2007 Nov 15, 2006 |
| 2005 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$149.39 | Nov 15, 2005 |
| 2004 | ADVALOREM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$144.55 | Nov 15, 2004 |
| 2003 | 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 <br>  |

## COOS COUNTY ASSESSOR

REAL PROPERTY ACCOUNT NAMES

|  |  | $6 / 23 / 2020$ |
| :--- | :--- | :--- |
| Account \# |  |  |
| Map | 466302 |  |
| Owner | 26S1206-D0-00100 |  |
|  | JACKSON, BRUCE \& MARSHA |  |
|  | 62899 W CATCHING RD |  |
|  | COOS BAY, OR 97420-7336 |  |
|  |  |  |
| Name |  | Ownership |
| Type | Name | Type |





[^0]:    Recorded by First American tile as a courtesy only. No liability accepted for condition of tile or validity, sufficiency, or effect of document.

