



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

Official Use Only

Fee	<u>700⁰⁰</u>
Receipt No.	<u>213000</u>
Check No./Cash	<u>1437</u>
Date	<u>10/25/19</u>
Received By	<u>MB</u>
File No.	<u>PLA-19-20</u>

Introduction

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

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

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

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

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

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

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

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

Coos County, Oregon
250 No. Baxter St.
Coquille, OR 97423

CASH RECEIPT

Date

12/29/19

213000

Received From

Stuebner Engineering

Address

PO Box 118, CB

For Bally Random LLC - KAB LP - PIA Application

Dollars \$

700.00

ACCOUNT

HOW PAID

AMT. OF ACCOUNT	CASH
AMT PAID	CHECK
BALANCE DUE	MONEY ORDER <input type="checkbox"/>
	CREDIT CARD <input type="checkbox"/>

By MMB

213000



TELEPHONE (541) 267-2872
FAX (541) 267-0588
EMAIL: stuntzner.com

705 South 4th Street – PO Box 118
Coos Bay, Oregon 97420

COOS BAY • BROOKINGS • FOREST GROVE • DALLAS

October 21, 2019



Jill Rolfe, Director
Coos County Planning Department
Coos County Courthouse Annex
Coquille, Oregon 97423

RE: BALLY BANDON, LLC – KAB LIMITED PARTNERSHIP PLA APPLICATION

Dear Jill,

Attached is a Property Line Adjustment application between properties belonging to Bally Bandon (Keiser/Freidmann) and KAB Limited Partnership (Gassner). The purpose of the adjustment is to establish a buffer between the Sheep Ranch Golf Course and the Gassner Residential use. The buffer will be maintained by Bally Bandon.

Please copy all pertinent information relating to this application to our office. Thank you.

Please let me know if you need any further information.

Sincerely,
STUNTZNER ENGINEERING AND FORESTRY, L.L.C.

A handwritten signature in blue ink, appearing to read "Chris Hood".

Chris Hood

Please complete the following sections:

A. Property 1: GRANTOR

new address

Owner(s): KAB LIMITED PARTNERSHIP Telephone: 969-1999
~~209-769-1999~~

Address: P.O. BOX 125

City/State: Burson BURSTON, CA Zip Code: 95225
3020 Cumbria Way
Kodi, CA 95242

Lien Holder(s): N/A

Address: _____

City/State: _____ Zip Code: _____

Township: 27 Section: 20

Range: 14 Tax Lot: 500

Tax Account: 762800 Zoning District: FOREST

Initial Lot Size: 21 ACRES +/- Adjusted Lot Size: 13 ACRES +/-

B. Property 2: GRANTEE

Owner(s): BALLY BANDON LLC Telephone: 773-580-8174

Address: 2450 N. LAKEVIEW AVENUE

City/State: CHICAGO, IL Zip Code: 60614

Lien Holder(s): N/A

Address: _____

City/State: _____ Zip Code: _____

Township: 27 Section: 20

Range: 14 Tax Lot: 100

Tax Account: 762100 Zoning District: FOREST

Initial Lot Size: 180 ACRES +/- Adjusted Lot Size: 188 ACRES +/-

C. Applicant:

Name: BALLY BANDON LLC Telephone: 773-580-8174

Address: 2450 N. LAKEVIEW AVENUE

City/State: CHICAGO, IL Zip Code: 60614

D. Surveyor

Name/Company: CHRIS HOOD
STUNTZNER ENGINEERING Telephone: 541-267-2872

Address: P.O. BOX 118

City/State: COOS BAY, OR Zip Code: 97420

E. Purpose of the Property Line Adjustment

TO ESTABLISH A VEGETATIVE BUFFER BETWEEN RESIDENTIAL DEVELOPMENT AND THE
SHEEP RANCH GOLF COURSE.

F. Criteria from Article 6.3

ARTICLE 6.3 PROPERTY LINE ADJUSTMENTS

SECTION 6.3.100 PROPERTY LINE ADJUSTMENTS:

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

SECTION 6.3.125 PROCEDURE:

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

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

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

SECTION 6.3.150 EASEMENTS AND ACCESS:

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

SECTION 6.3.175 MAPPING AND FILING REQUIREMENTS:

1. Map and Monuments Required:
 - a. For any resulting lot or parcel ten acres or less, a survey map that complies with ORS 209.250 shall be prepared;
 - b. The survey map shall show all structures within ten (10) feet of the adjusted line;
 - c. The survey shall establish monuments to mark the adjusted line.
2. Approval and Filing Requirements:
 - a. Upon determination that the requirements of this section have been met, the Director shall advise the applicant in writing that the line adjustment is tentatively approved;
 - b. Within one year from the date of tentative approval, the applicant shall prepare and submit to the Director any map required by Section 6.2.800(4) and Section 6.2.800(5) if a survey is required. If no map is required, the applicant shall submit proof that the requirements of the tentative approval have been met. The Director shall indicate final approval by endorsement upon the map, if any, or if no map is required the Director shall advise the applicant in writing that final approval has been granted;
 - c. Once endorsed by the Director, the map shall then be submitted to the County Surveyor. When the map is filed, the County Surveyor shall indicate the filing information on the map;
 - d. A line adjustment shall be effective when the map is filed by the County Surveyor and an instrument (e.g. deed or covenant) is recorded with the County Clerk. If no map is required, then the line adjustment shall be effective when final approval is granted by the Director and an instrument is recorded with the County Clerk;

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

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

Send tax statements to:

After recording return to:

PROPERTY LINE ADJUSTMENT DEED

_____ GRANTOR(s) conveys and warrants to

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

SEE LEGAL DESCRIPTION ON ATTACHED EXHIBIT "A"

Subject to and excepting:

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

Coos County real property Tax Account No. _____.

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

This is a property line adjustment deed. In compliance with ORS 92.190, the following information is furnished:

- 1. The names of the parties to this deed are as set forth above.
- 2. The description of the adjusted line is as follows:

SEE LEGAL DESCRIPTION ON ATTACHED EXHIBIT "B"

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

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

DATED this _____ day of _____, 20__.

Name

Name

STATE OF OREGON)
)ss.
County of Coos)

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

by _____.

Notary Public of Oregon

My Commission expires: _____

ACCEPTANCE

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

Name

Name

STATE OF OREGON)
)ss.
County of Coos)

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

by _____.

Notary Public of Oregon

My Commission expires: _____

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

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

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

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

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

Property 1



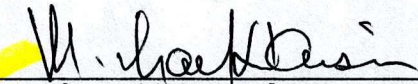
Property 2

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

Property 1



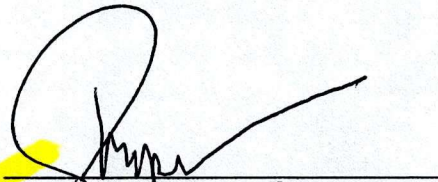
Property 2


Applicant(s) Original Signature

Date

Applicant(s) Original Signature

Date



Applicant(s) Original Signature

Date

Applicant(s) Original Signature


Date

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


Property 1

Property 2


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


Property 1

Property 2

FEES

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


Property 1

Property 2

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

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

[Signature]
Property 1

Property 2

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

[Signature]
Property 1

Property 2

[Signature]
Applicant(s) Original Signature

Date

9/30/19

Applicant(s) Original Signature

Date

[Signature]
Applicant(s) Original Signature

Date

9/30/19

Applicant(s) Original Signature

Date

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

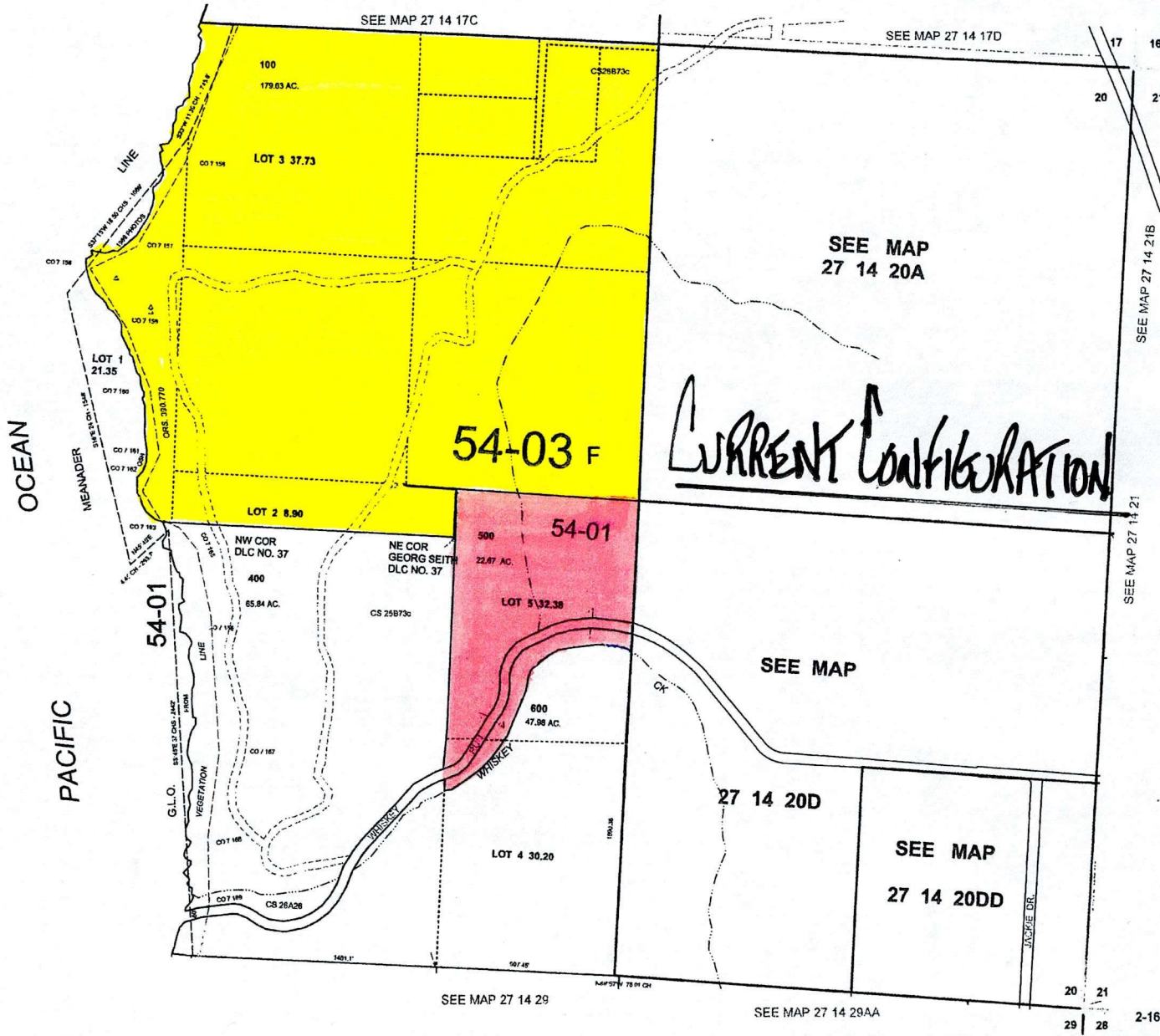
SECTION 20 T.27S. R.14W. W.M. COOS COUNTY

1" = 400

27S 14W 20 & INDEX

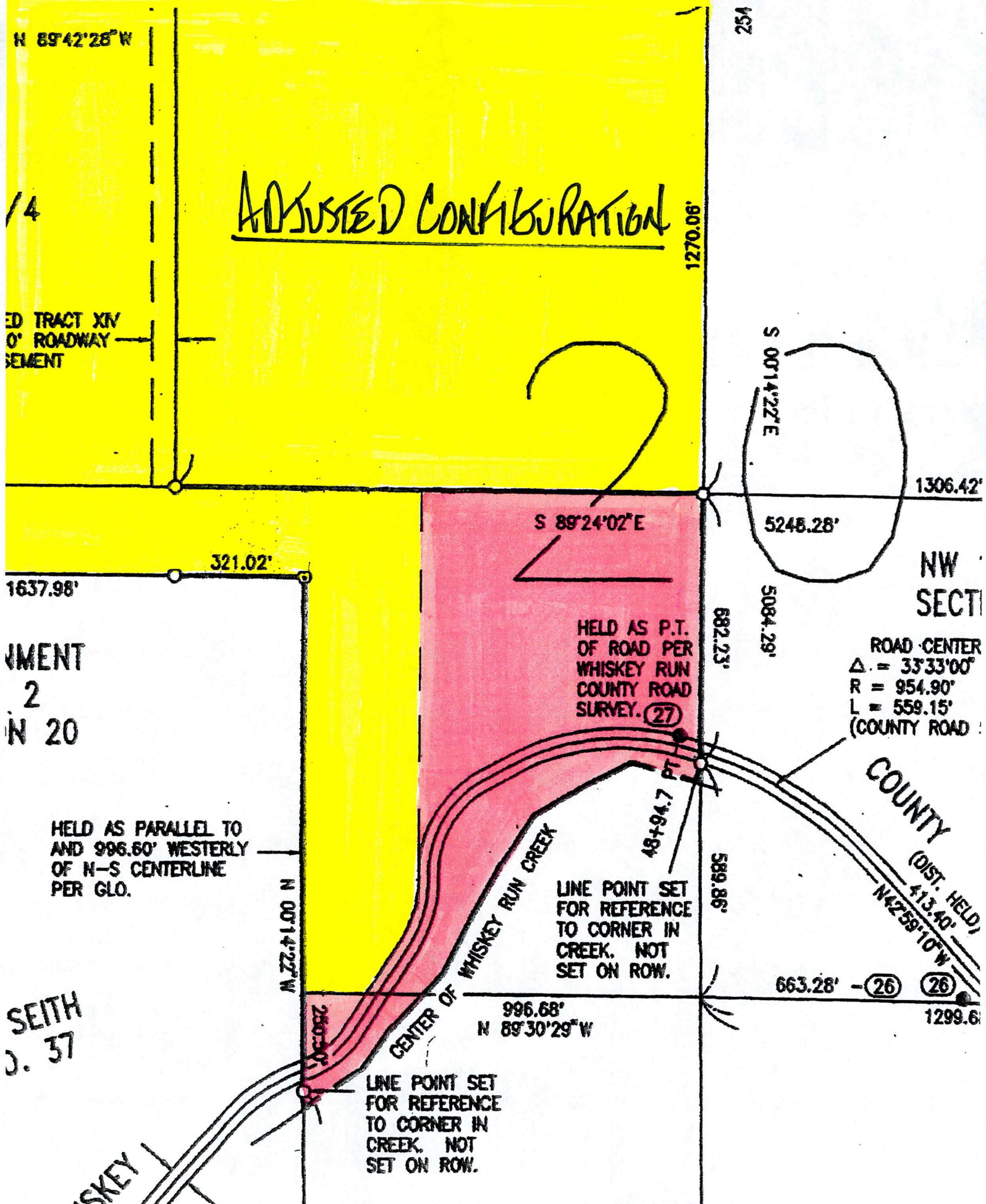
CANCELLED NO.

- 101
- 200
- 300
- 301
- 401



2-16-2007
27S 14W 20 & INDEX

ADJUSTED CONFIGURATION



ED TRACT XIV
0' ROADWAY
CEMENT

MENT
2
N 20

SEITH
J. 37

HELD AS PARALLEL TO
AND 996.60' WESTERLY
OF N-S CENTERLINE
PER GLO.

LINE POINT SET
FOR REFERENCE
TO CORNER IN
CREEK. NOT
SET ON ROW.

HELD AS P.T.
OF ROAD PER
WHISKEY RUN
COUNTY ROAD
SURVEY. (27)

LINE POINT SET
FOR REFERENCE
TO CORNER IN
CREEK. NOT
SET ON ROW.

ROAD CENTER
Δ = 33°33'00"
R = 954.90'
L = 559.15'
(COUNTY ROAD)

COUNTY
(DIST. HELD)
413.40'
N42°59'10"W

NW
SECT

251

1270.06'

1306.42'

S 00°14'22"E

5245.28'

5084.29'

682.23'

321.02'

1637.98'

S 89°24'02"E

N 00°14'22"E

250.30'

996.68'
N 89°30'29"W

48+94.7 FT

589.86'

663.28' - (26) (26)

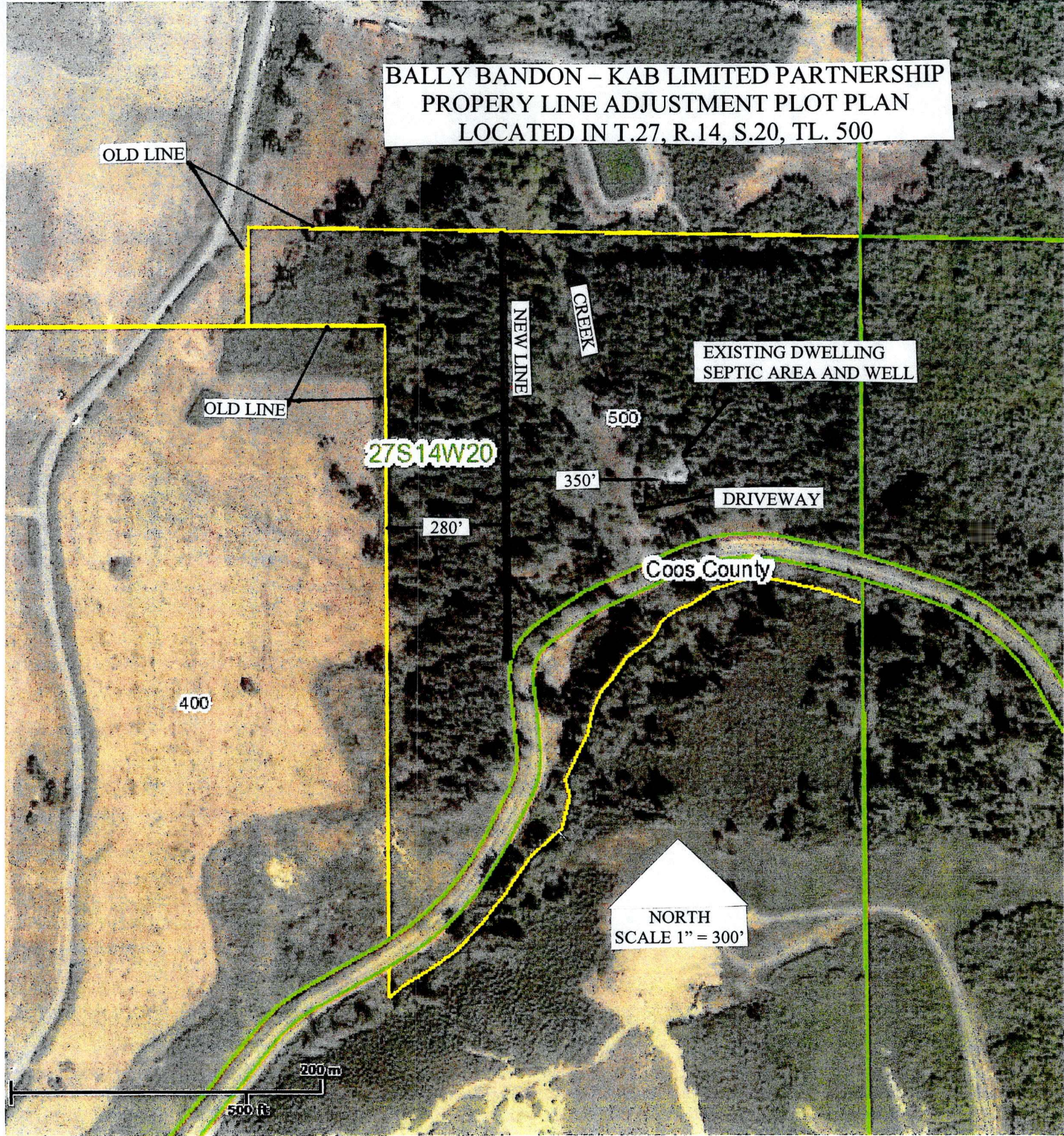
1299.6'

CENTER OF WHISKEY RUN CREEK

WHISKEY

The Oregon Map

New Directions



After Recording Return to:

D'Ancona & Pflaum LLC
111 East Wacker Drive
Suite 2800
Chicago, Illinois 60601
Attn: Allan J. Reich, Esq.

**AFTER RECORDING
RETURN TO KEY TITLE
24-68459A T.O.**

and Tax Statements to be Sent to:

Bally Bandon, L.L.C.
2450 N. Lakeview
Chicago, Illinois 60614
Attn: Michael L. Keiser

QUITCLAIM DEED

Philip M. Freidmann and Michael L. Keiser, hereinafter called grantors, for the consideration hereinafter stated, does hereby remise, release and forever quitclaim unto Bally Bandon, L.L.C., an Oregon limited liability company, hereinafter called grantee, and unto grantee's heirs, successors and assigns, all of the grantors' right, title and interest in and to the following described real property, with the tenements, hereditaments and appurtenances, situated in the County of Coos and State of Oregon, to wit:

See attached Exhibit A incorporated herein by this reference.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$1.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

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 THE LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

661963.v1: 021165/002

COOS COUNTY, OREGON TOTAL \$46.00
TERRI L. TURI, CMC, COUNTY CLERK

05/07/2003 #2003-6279
02:29:00PM 1 OF 5

EXHIBIT "A"

ALL OF THE FOLLOWING DESCRIBED PROPERTY LYING NORTHERLY OF WHISKEY RUN ROAD:

✓ #10
1: The W 1/2 of the NE 1/4 of the NE 1/4 of the NW 1/4 of Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon. Excepting therefrom the West 30 feet and the North 30 feet of said premises for the purpose of a roadway. Excepting therefrom mineral and mineral oil rights reserved in instrument recorded October 30, 1945 in Book 158, Page 333, Deed Records of Coos County, Oregon.

EXCEPTING THEREFROM TIMBER AS DESCRIBED IN TIMBER DEED RECORDED MAY 16, 1996 IN MICROFILM REEL NUMBER 96-05-0738, RECORDS OF COOS COUNTY, OREGON.

✓
2: Government Lot 2, Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

EXCEPTING THEREFROM TIMBER AS DESCRIBED IN TIMBER DEED RECORDED MAY 16, 1996 IN MICROFILM REEL NUMBER 96-05-0738, RECORDS OF COOS COUNTY, OREGON.

✓ #10
3: The S 1/2 of the NW 1/4 of the NE 1/4 of the NW 1/4 of Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon. Excepting therefrom mineral and mineral oils rights reserved in instrument recorded October 30, 1945 in Book 158, Page 333, Deed Records of Coos County, Oregon. Together with a non-exclusive easement for the purpose of ingress and egress to the Seven Devils Road as set forth in instrument recorded April 17, 1969 in Microfilm Reel Number 69-4-37847, Records of Coos County, Oregon.

EXCEPTING THEREFROM TIMBER AS DESCRIBED IN TIMBER DEED RECORDED MAY 16, 1996 IN MICROFILM REEL NUMBER 96-05-0738, RECORDS OF COOS COUNTY, OREGON.

✓
4: The E 1/2 of the NW 1/4 and the NW 1/4 of the NE 1/4 of Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon. Excepting therefrom mineral and mineral oil rights as reserved in instrument recorded October 30, 1945 in Book 158, Page 333, Deed Records of Coos County, Oregon.

EXCEPTING the S 1/2 of the NW 1/4 of the NE 1/4 of the NW 1/4 of Section 20, and the W 1/2 of the NE 1/4 of the NE 1/4 of the NW 1/4 of Section 20, and the W 1/2 of the NW 1/4 of the NW 1/4 of the NE 1/4 of Section 20.

ALSO EXCEPTING for the purpose of a roadway a non-exclusive easement 60 feet wide, beginning at the East-West centerline of the NE 1/4 of the NW 1/4 of Section, and continuing along the North-South centerline of said NE 1/4 of Section 20 to the common line between Section 20 and Section 17, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

EXCEPTING THEREFROM TIMBER AS DESCRIBED IN TIMBER DEED RECORDED MAY 16, 1996 IN MICROFILM REEL NUMBER 96-05-0738, RECORDS OF COOS COUNTY, OREGON.

5: The W 1/2 of the NE 1/4 of the SE 1/4 lying North of Whiskey Run Road and the E 1/2 of the NW 1/4 of the SE 1/4 of Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon. Except any portion conveyed to Coos County for road purposes.

EXCEPTING THEREFROM TIMBER AS DESCRIBED IN TIMBER DEED RECORDED MAY 16, 1996 IN MICROFILM REEL NUMBER 96-05-0738, RECORDS OF COOS COUNTY, OREGON.

6: That portion of the W 1/2 of the NW 1/4 of the SE 1/4 of Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, lying North of the present Whiskey Run Road.

EXCEPTING THEREFROM TIMBER AS DESCRIBED IN TIMBER DEED RECORDED MAY 16, 1996 IN MICROFILM REEL NUMBER 96-05-0738, RECORDS OF COOS COUNTY, OREGON.

7: The George Selth Donation Land Claim No. 37, embraced in portions of Sections 19, 20, 29 and 30, in Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

EXCEPTING THEREFROM TIMBER AS DESCRIBED IN TIMBER DEED RECORDED MAY 16, 1996 IN MICROFILM REEL NUMBER 96-05-0738, RECORDS OF COOS COUNTY, OREGON.

✓ 8: Government Lot 3 of Section 20 and that portion of Government Lot 1, Section 19, lying North of the North line of the SW 1/4 of the NW 1/4 of Section 20, extended Westerly, all in Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

EXCEPTING THEREFROM TIMBER AS DESCRIBED IN TIMBER DEED RECORDED MAY 16, 1996 IN MICROFILM REEL NUMBER 96-05-0738, RECORDS OF COOS COUNTY, OREGON.

✓ 9: The SW 1/4 of the NW 1/4 of Section 20 and that portion of Government Lot 1 of Section 19 lying South of the North line of the SW 1/4 of the NW 1/4 of Section 20, extended Westerly, all in Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

EXCEPTING THEREFROM TIMBER AS DESCRIBED IN TIMBER DEED RECORDED MAY 16, 1996 IN MICROFILM REEL NUMBER 96-05-0738, RECORDS OF COOS COUNTY, OREGON.

10: The W 1/2 of the NW 1/4 of the NW 1/4 of the NE 1/4 of Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

EXCEPTING THEREFROM TIMBER AS DESCRIBED IN TIMBER DEED RECORDED MAY 16, 1996 IN MICROFILM REEL NUMBER 96-05-0738, RECORDS OF COOS COUNTY, OREGON.

11: The SW 1/4 of the NE 1/4 of Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

EXCEPTING THEREFROM TIMBER AS DESCRIBED IN TIMBER DEED RECORDED MAY 16, 1996 IN MICROFILM REEL NUMBER 96-05-0738, RECORDS OF COOS COUNTY, OREGON.

COOS COUNTY, OREGON TOTAL \$46.00
TERRI L. TURI, CMC, COUNTY CLERK

05/07/2003 #2003-6279
02:29:00PM 5 OF 5

TICOR TITLE INSURANCE 92 10 1012

STATUTORY WARRANTY DEED

JAMES F. DEATHERAGE, Trustee of SUNSHINE WATERBEDS, INC., Pension Plan Trust as to 45% and JAMES F. DEATHERAGE, Trustee of SUNSHINE WATERBEDS, INC., Deferred Profit Sharing Plan Trust, as to 55% Grantor, conveys and warrants to **KAB LIMITED PARTNERSHIP**

Grantee, the following described real property free of encumbrances except as specifically set forth herein situated in **COOS** County, Oregon, to wit: All that portion of Lots 4 and 5, lying North of Whiskey Run Creek, in Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon excepting therefrom a 40 foot road lying adjacent to and on the North side of Whiskey Run Creek. ALSO excepting that certain parcel of land described to Coos County for right of way, recorded in Book 275, Page 134, Deed Records of Coos County, Oregon.-----

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. THE SAID PROPERTY IS FREE FROM ENCUMBRANCES EXCEPT the said property is free from encumbrances except as shown on the attached Exhibit "A"

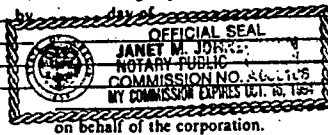
The true consideration for this conveyance is \$85,000.00

(Here comply with the requirements of ORS 93.030)

Dated this 23rd day of **OCTOBER** 1992

James F. Deatherage
James F. Deatherage, Trustee

State of Oregon, County of COOS State of Oregon, County of _____
The foregoing instrument was acknowledged before me this _____ day of _____, 1992 by _____
James F. Deatherage, Trustee _____
_____ President and Secretary of _____ a _____ corporation.



Janet M. Jones
Notary Public for Oregon
My commission expires: 10-16-1994

Notary Public for Oregon
My commission expires: _____

<p style="text-align: center;">WARRANTY DEED</p> <p>DEATHERAGE KAB LIMITED PARTNERSHIP</p> <p style="text-align: right; font-size: small;">GRANTOR GRANTEE</p> <p>Until a change is requested, all tax statements shall be sent to the following address: KAB LIMITED PARTNERSHIP P.O. Box 932 Stockton, California 95201 Escrow No. 6-61-680 Title No. 6-61-680</p> <p>After recording return to: KAB LIMITED PARTNERSHIP Attn: Fred Gassner P.O. Box 932 Stockton, California 95201</p>	<p style="text-align: center;">This Space Reserved for Recorder's Use</p> <p style="text-align: center;">RECORDING # 92101012</p> <p>I, Mary Ann Wilson, Coos County Clerk, certify the within instrument was filed for record at</p> <p style="text-align: center;">11:22 ON 10/26/1992 H. BRIGHT Deputy</p> <p>By _____ Deputy # pages 2 Fee \$ 38.00</p>
--	---

2087

EXHIBIT "A"

1. 1992-93 taxes which are a lien, but not yet payable.
Tax Acct. No. 7628.00 Code 54.01
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. Rights of the public in and to that portion lying within streets, roads and highways.
4. Any mineral and mineral rights which are reserved.
5. Rights of the Public in and to that portion of said premises lying below the ordinary high water line of Whiskey Run Creek.
6. Easement, including the terms and provisions thereof,
To: Noel Katherine Ertel, et al
Recorded: February 21, 1966
Microfilm Reel No. 66-2-6481
Records of Coos County, Oregon.
For: Road
7. Easements, including the terms and provisions thereof, conveyed to Pacific Power & Light Company, recorded May 7, 1974, bearing Microfilm Reel No. 74-5-99422, Records of Coos County, Oregon.
8. Easement, including the terms and provisions thereof,
To: Coos Curry Electric Cooperative, Inc.
Recorded: April 2, 1982
Microfilm Reel No. 82-2-0985
Records of Coos County, Oregon.
For: Installation, operation and maintenance of anchors and overhead conductor

AFTER RECORDING RETURN TO:
Required on all documents
STUNTZNER ENGINEERING & FORESTRY, LLC
PO BOX 118 *CHRIS HARRIS*
COOS BAY, OR 97420

ALL TAX STATEMENTS SHALL BE SENT TO:
If conveying or contracting to convey fee title to real property:
BALLY BANDON
2450 LAKEVIEW AVENUE
CHICAGO, IL 60614

RE-RECORD COVER SHEET - Please print or type information
Any errors in this cover sheet **DO NOT** affect the transactions(s) contained in the instrument itself.

(Required if document does not meet first page recording requirements under ORS 205.234 or does not provide adequate space on the first page for the recording certificate)

RE-RECORDED AT THE REQUEST OF STUNTZNER ENGINEERING & FORESTRY, LLC
TO CORRECT MAKE ADDITIONS AS REQUESTED BY ASSESSOR'S OFFICE (SEE EXHIBIT "A")
PREVIOUSLY RECORDED AS MICROFILM # 2018-10376

DOCUMENT TITLE(S)

(If two or more transactions, document(s) must be clearly labeled to record transaction in appropriate records)

1. PROPERTY LINE ADJUSTMENT DEED
2. _____
3. _____
4. _____

NAME(S) AND ADDRESS(ES) of DIRECT party(s):

(i.e. DEEDS: Seller/Grantor - MORTGAGES: Borrower/Mortgagor - LIENS: Creditor/Plaintiff)

1. KAB LIMITED PARTNERSHIP (GRANTOR)
2. @ CAROL GASSNER
3. PO BOX 125
4. BURSON, CA 95225-0125

NAME(S) AND ADDRESS(ES) of INDIRECT party(s):

(i.e. DEEDS: Buyer/Grantee - MORTGAGES: Lender/Mortgagee - LIENS: Debtor/Defendant)

1. BALLY BANDON, LLC (GRANTEE)
2. 2450 LAKEVIEW AVENUE
3. CHICAGO, IL 60614
4. _____

LIEN DOCUMENTS: Amount of lien \$ N/A

If conveying or contracting to convey fee title to real property:

True and Actual Consideration Paid \$ 24,000

Coos County, Oregon
\$111.00

2019-05072
06/19/2019 11:43 AM
Pgs=1





DEBBIE HELLER, CCC, COOS COUNTY CLERK

AFTER RECORDING RETURN TO:
Bally Bandon, LLC
2450 Lakeview Ave.
Chicago, Illinois 60614

SEND TAX STATEMENT TO:
Bally Bandon, LLC
2450 Lakeview Ave.
Chicago, Illinois 60614

CONSIDERATION: \$24,000

PROPERTY LINE ADJUSTMENT DEED

KAB LIMITED PARTNERSHIP, GRANTOR is the owner of certain real property located in Section 20 of Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, more particularly described in Statutory Warranty Deed 92-10-1012, Deed Records of Coos County, Oregon.

BALLY BANDON, LLC, GRANTEE is the owner of certain real property located in Section 20 of Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, more particularly described in Quitclaim Deed 2003-6279, Deed Records of Coos County, Oregon.

THE GRANTOR AND GRANTEE SHARE A COMMON BOUNDARY THAT THEY WISH TO ADJUST. THE ADJUSTED LINE IS DESCRIBED AS FOLLOWS:

Commencing at the northwest corner of Government Lot 5, Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, thence South 00°14'22" East 226.70 feet along the west line of said Lot 5 to the north line of the George Seith DLC No. 37; Thence along said north line South 89°24'02" East 321.02 feet to the northeast corner of said DLC No. 37 and the TRUE POINT OF BEGINNING of the adjusted line; Thence along the adjusted line North 00°14'22" West 226.70 feet, more or less, to the north line of said Lot 5 and the end of the adjusted line.

THE GRANTOR CONVEYS TO THE GRANTEE THE FOLLOWING DESCRIBED PROPERTY:

Beginning at the northwest corner of Government Lot 5, Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, thence South 00°14'22" East 226.70 feet along the west line of said Lot 5 to the north line of the George Seith DLC No. 37; Thence along said north line South 89°24'02" East 321.02 feet to the northeast corner of said DLC No. 37; Thence North 00°14'22" West 226.70 feet, more or less, to the north line of said Lot 5; Thence along said North line North 89°24'02" West 321.02 feet to the point of beginning.

STATE OF OREGON
COUNTY OF COOS

I hereby certify that instrument #2018-10376, recorded on 10/30/2018, consisting of 4 page(s), has been compared with the original, and is a correct and whole transcript as it appears on record at the County Clerk's office in Coos County, Oregon.
Debbie Heller, CCC, County Clerk

6/19/2019

T. Dalton
Tammy Dalton - Chief Deputy
STATE OF OREGON

Containing 1.67 acres, more or less. Bearings and distances per CS26B73c Survey Records of the Coos County Surveyor.

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

GRANTOR


Alfred Mark Gassner, General Partner of KAB Limited Partnership


GRANTOR

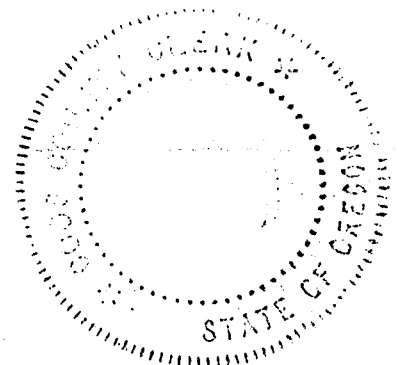

Carol Leitner Gassner, General Partner of KAB Limited Partnership

GRANTEE


Philip M. Friedmann, Member Bally Bandon, LLC

GRANTEE


Michael L. Keiser, Member Keiser Family Limited Partnership, LP, Member Bally Bandon, LLC

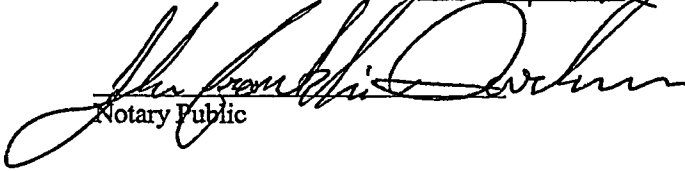


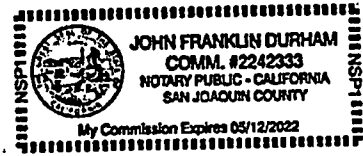
STATE OF California
COUNTY OF San Joaquin

On this 18 day of 10, 2018

Personally appeared before me the above named Alfred Mark Gassner who being duly sworn did say: that he is a General Partner of KAB Limited Partnership; that he is authorized to execute the forgoing instrument on behalf of said Limited Partnership; and he acknowledged the forgoing instrument as the voluntary act and deed of said Limited Partnership.

Notary Public for the state of California


Notary Public

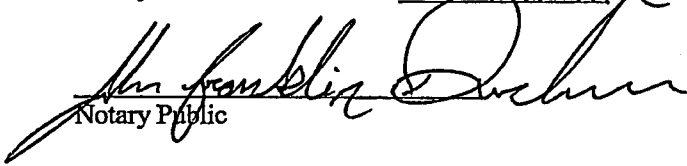


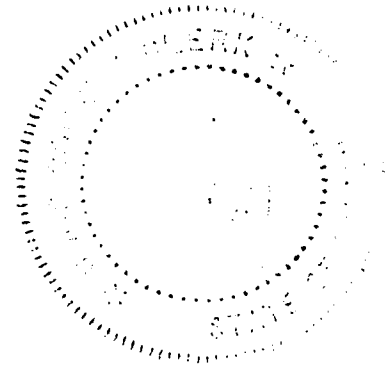
STATE OF California
COUNTY OF San Joaquin

On this 18 day of 10, 2018

Personally appeared before me the above named Carol Leitner Gassner who being duly sworn did say: that she is a General Partner of KAB Limited Partnership; that she is authorized to execute the forgoing instrument on behalf of said Limited Partnership; and she acknowledged the forgoing instrument as the voluntary act and deed of said Limited Partnership.

Notary Public for the state of California


Notary Public



STATE OF ILLINOIS

COUNTY OF COOK

On this 2ND day of OCTOBER, 2018

Personally appeared before me the above named Michael L. Keiser who being duly sworn did say: that he is a Member of the Keiser Family Limited Partnership and Member of Bally Bandon, LLC; that he is authorized to execute the forgoing instrument on behalf of said Limited Partnership and Limited Liability Company; and he acknowledged the forgoing instrument as the voluntary act and deed of said Limited Partnership and Limited Liability Company.

Notary Public for the state of ILLINOIS

Marianne Laughlin
Notary Public



STATE OF ILLINOIS

COUNTY OF COOK

On this 2ND day of OCTOBER, 2018

Personally appeared before me the above named Philip M. Friedmann who being duly sworn did say: that he is a Member of Bally Bandon, LLC; that he is authorized to execute the forgoing instrument on behalf of said Limited Liability Company; and he acknowledged the forgoing instrument as the voluntary act and deed of said Limited Liability Company.

Notary Public for the state of ILLINOIS

Marianne Laughlin
Notary Public

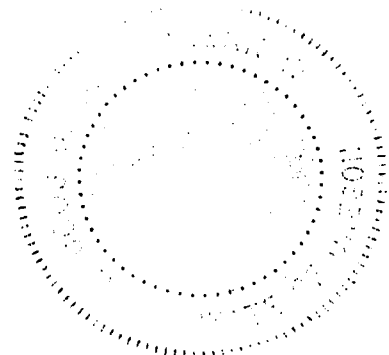


EXHIBIT "A"

RE-RECORD COVER SHEET ATTACHMENT

To Correct: The purpose of re-recording Property Line Adjustment Deed 2018-10376 is to make the following additions to the deed as requested by the Coos County Assessor's Office.

- The Property Line Adjustment Deed failed to show the Tax Account numbers for the Grantor and Grantee parcels.
 - The Grantor Parcel (Warranty Deed 92-10-1012) is Tax Account #762800
 - The Grantee Parcel (Quit Claim Deed 2003-6279) is Tax Account #762100
- The Deed Reference for the Grantee needs to specify to which parcel the land is being adjusted.
 - The Grantor (Warranty Deed 92-10-1012) land is being adjusted to the Grantee parcel described under #1, #2, #3, #4, #8, and #9 in Exhibit "A" of Quit Claim Deed #2003-6279 (Tax Account #762100).



300 W Anderson
(541)269-5127

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

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

Customer Ref.: _____
Order No.: 360619028525
Effective Date: September 5, 2019 at 08:00 AM
Charge: \$250.00

The information contained in this report is furnished by Ticor Title Company of Oregon (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

Owner. The apparent vested owner of property ("the Property") as of the Effective Date is:

KAB Limited Partnership

Premises. The Property is:

(a) Street Address:

88527 Whiskey Run Lane, Bandon, OR 97411

(b) Legal Description:

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

Part Two - Encumbrances

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

EXCEPTIONS

1. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2019-2020.

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

Granted to: Noel Katherine Ertel, et al
Recording Date: February 21, 1966
Recording No: 66-2-6481

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

Granted to: Pacific Power Light Company
Recording Date: May 7, 1974
Recording No: 74-5-99422

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

Granted to: Coos Curry Electric Cooperative, Inc
Recording Date: April 2, 1982
Recording No: 82-2-0985

5. Any interest in any oil, gas and/or minerals, as disclosed by document

Recording Date: October 26, 1992
Recording No: 92-10-1012

The present ownership or any other matters affecting said oil, gas and/or minerals are not shown herein.

6. Any rights incidental to the ownership and development of the mineral interest excepted or reserved in the document

Recording Date: October 26, 1992
Recording No: 92-10-1012

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

Recording Date: February 18, 1993
Recording No: 93-02-0598

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

Granted to: Coos-Curry Electric Cooperative, Inc.
Recording Date: October 28, 1993
Recording No: 93-10-1211

9. 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 Whiskey Run Creek.

10. 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.
11. Rights of the public, riparian owners and governmental bodies as to the use of the waters of Whiskey Run Creek and the natural flow thereof on and across that portion of the subject land lying below the high water line of said waterway.
12. Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2018-2019
Amount: \$3,454.96
Levy Code: 5403
Account No.: 762800
Map No.: 27S1420-00-00500

Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2019-2020.

13. Conveyance affecting said land are as follows:

Grantor: James F. Deatherage, Trustee of Sunshine Waterbeds, Inc., Pension Plan Trust as to 45% and James F. Deatherage, Trustee of Sunshine Waterbeds, Inc., Deferred Profit Sharing Plan Trust, as to 55%
Grantee: KAB Limited Partnership
Recording Date: October 26, 1992
Recording No: 92-10-1012

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

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

All that portion of Lots 4 and 5, lying North of Whiskey Run Creek, in Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, EXCEPTING THEREFROM a 40 foot road lying adjacent to and on the North side of Whiskey Run Creek. ALSO EXCEPTING that certain parcel of land described to Coos County for right of way, recorded in Book 275, Page 134, Deed Records of Coos County, Oregon.

ALSO EXCEPTING THEREFROM: That portion of property conveyed in Property Line Adjustment Deed recorded October 30, 2018, as Instrument Number 2018-10376, Deed Records of Coos County, Oregon, and re-recorded June 19, 2019, as Instrument Number 2019-05072, Deed 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.

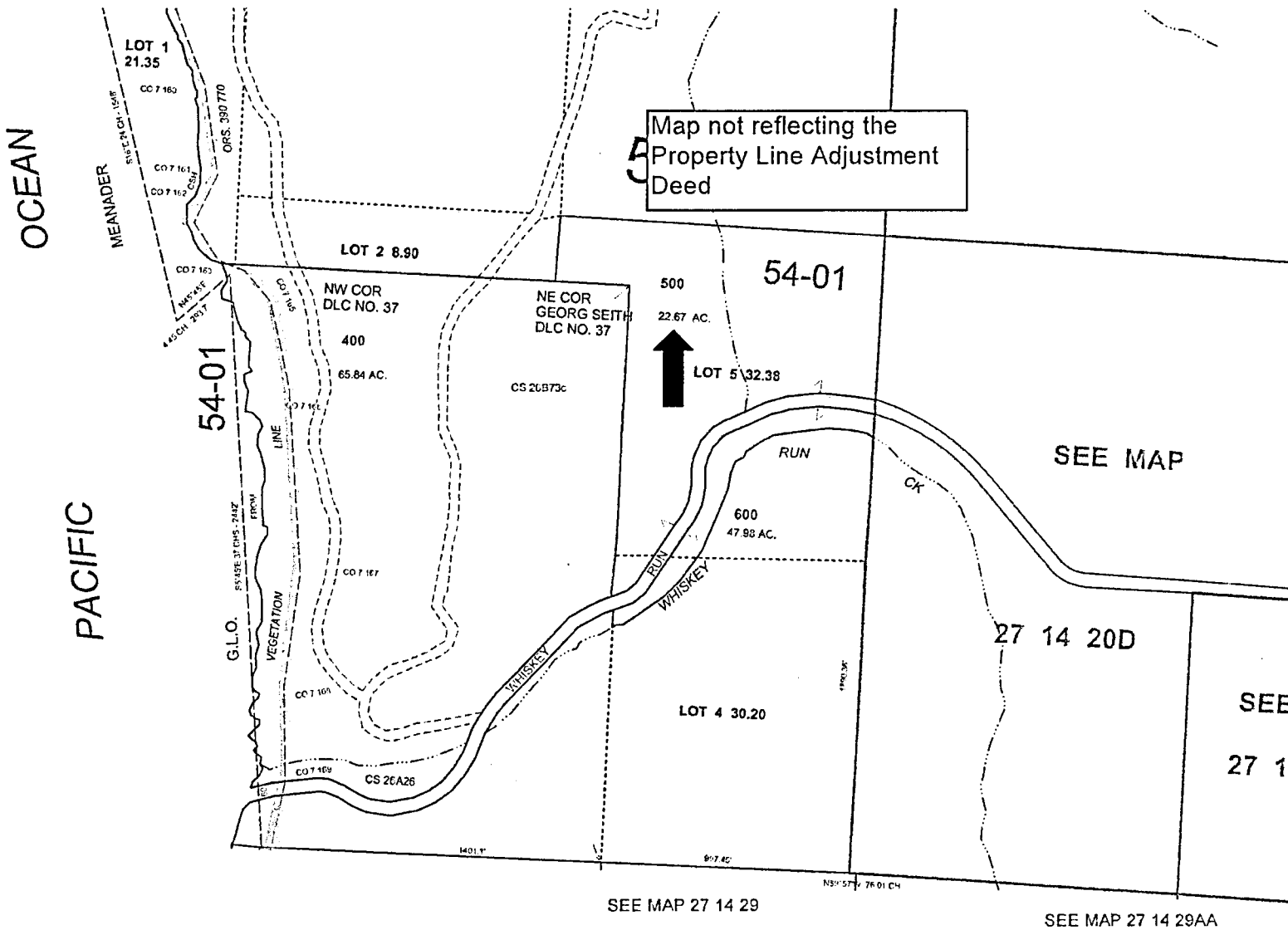
END OF THE LIMITATIONS OF LIABILITY



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.



Map not reflecting the Property Line Adjustment Deed

OCEAN

PACIFIC

54-01

54-01

SEE MAP

SEE 27 1

SEE MAP 27 14 29

SEE MAP 27 14 29AA

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

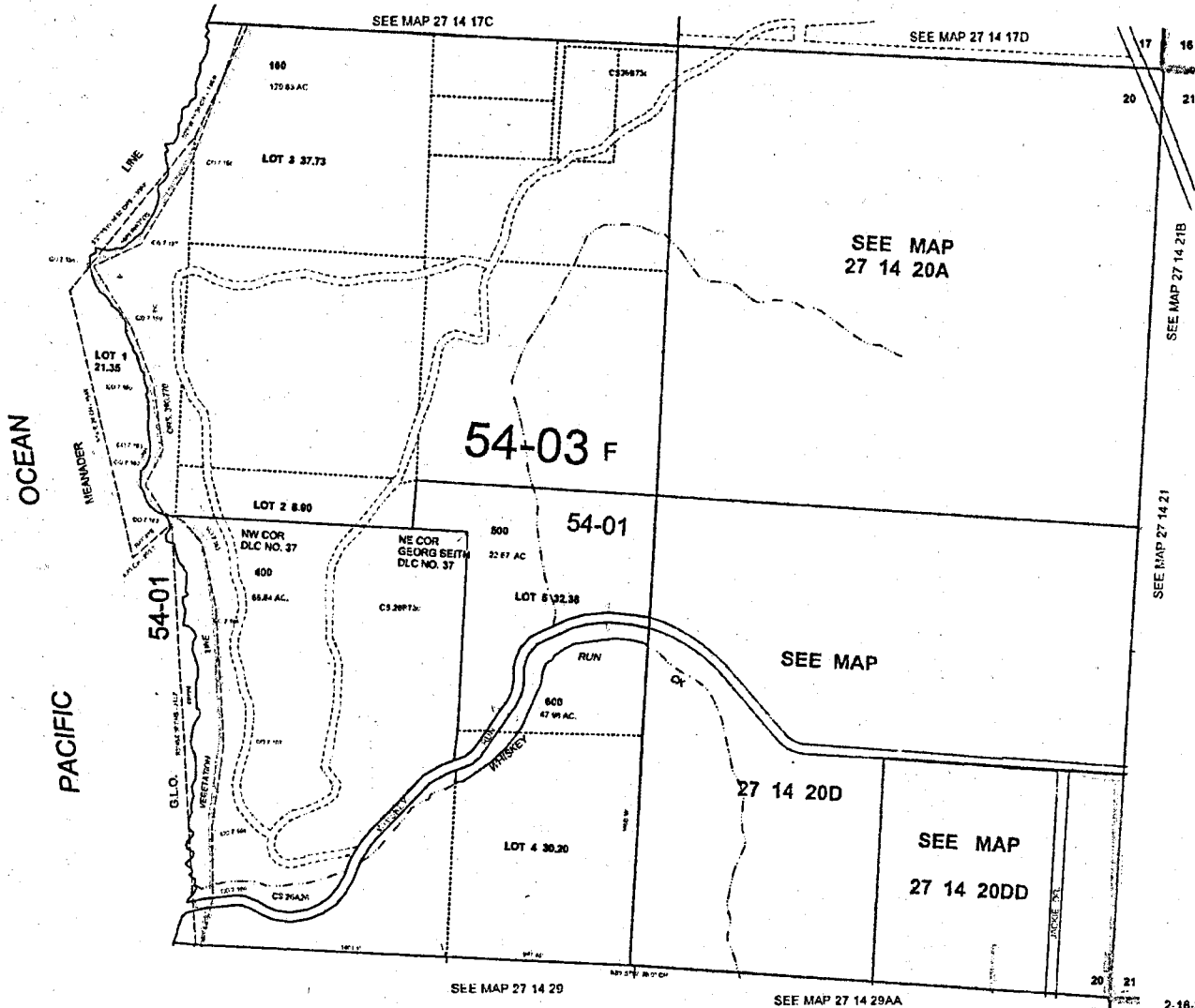
SECTION 20 T.27S. R.14W. W.M.
COOS COUNTY

1" = 400'

27S 14W 20
& INDEX

CANCELLED NO.

101
200
300
301
401



SEE MAP 27 14 21

SEE MAP 27 14 21B

2-18-2007

27S 14W 20
& INDEX

EXHIBIT "A"

1. 1992-93 taxes which are a lien, but not yet payable.
Tax Acct. No. 7628.00 Code 54.01
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. Rights of the public in and to that portion lying within streets, roads and highways.
4. Any mineral and mineral rights which are reserved.
5. Rights of the Public in and to that portion of said premises lying below the ordinary high water line of Whiskey Run Creek.
6. Easement, including the terms and provisions thereof,
To: Noel Katherine Ertel, et al
Recorded: February 21, 1966
Microfilm Reel No. 66-2-6481
Records of Coos County, Oregon.
For: Road
7. Easements, including the terms and provisions thereof, conveyed to Pacific Power & Light Company, recorded May 7, 1974, bearing Microfilm Reel No. 74-5-99422, Records of Coos County, Oregon.
8. Easement, including the terms and provisions thereof,
To: Coos Curry Electric Cooperative, Inc.
Recorded: April 2, 1982
Microfilm Reel No. 82-2-0985
Records of Coos County, Oregon.
For: Installation, operation and maintenance of anchors and overhead conductor

66-2- 6481

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that GEORGIA-PACIFIC CORPORATION, a Georgia corporation, hereinafter referred to as "Grantor"; in consideration of the sum of \$100.00 to it paid by NOEL KATHERINE ERTEL; DONALD STUART MAC DONALD; ALBERT F. MERCHANT; JAMES A. LITTLE and BLANCHE LITTLE, husband and wife, all hereinafter referred to as "Grantees"; does hereby grant unto such Grantees, their successors and assigns, an easement 60 feet in width for the construction, operation and maintenance of a road over and across a portion of Lot 5 in Section 20, Township 27 South, Range 14 West, W. M., commencing at the northwest corner of such Lot 5 and extending thence in a general southeasterly direction to an intersection with the Whiskey Run County Road at a point on said road approximately 575 feet, running along the road, from the east line of said Lot 5, along the course generally depicted on the sketch attached hereto marked "Exhibit A" and by reference incorporated in and made a part hereof,

EXCEPTING AND RESERVING, however, unto Grantor, its successors and assigns, the right and privilege to cross and recross such right of way at any point or points and to enter into and upon such right of way at any point or points and use the road to be constructed thereon insofar as the same lies within Lot 5, above described.

Grantees, by acceptance hereof, covenant and agree for themselves, their heirs and assigns, that they will:

1. Clear up and dispose of any debris created in constructing the road above referred to.
2. Indemnify and save Grantor, its successors and assigns, harmless from the claims and demands of any third

66-2- 6482

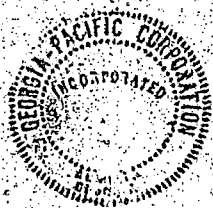
parties whomsoever for injury to person or property arising out of construction, maintenance or use of the road above referred to by Grantees, their heirs or assigns, and against any lien claims of any kind or nature whatsoever which may be asserted by any third parties whomsoever arising out of construction or maintenance of such road.

The right of way herein granted to Grantees shall be and remain in full force and effect so long as Grantees, their heirs and assigns, keep and perform each and all of the covenants and agreements herein contained to be kept and performed by them.

The easement herein granted is solely as a means of access to and egress from the following described real properties in Township 27 South, Range 14 West, W. M.:

Lots 1 and 2 and that part of Lots 3 and 4 lying west of the east line of Lot 2 extended northerly and south of the middle fork of Two Mile Creek in Section 17; Lot 1 in Section 19; Lot 3 in the SW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 20.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 10th day of January, 1966.



GEORGIA-PACIFIC CORPORATION

By *A. May Erwin*
Vice President

By *Mary A. McCarty*
Secretary

66-2- 6483

STATE OF OREGON)
County of Multnomah) ss.

On this 10th day of January, 1966, before me the undersigned, a Notary Public in and for said county and state, personally appeared G. GRAY EVANS and MARY A. McCRAVEY, known to me to be the Vice President and Secretary of GEORGIA-PACIFIC CORPORATION; the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.



George H. Bond
Notary Public in and for said County and State.

My commission expires: 1/5/68

Section 20 T.27S. R.14W. W. M.

P - 400'

OCEAN

66-2-6484

PACIFIC

PROPOSED R/W

GEORGIA PACIFIC

RECORDED FEB 21 1966 AT 1:34
FAY E. CRABTREE, COUNTY CLERK

Exhibit A

7626

2
8.90

7627

5
32.38

7629-5-1
15.2 ac

7629-1-2

7681

4
30.20

7629-2
6.5 ac

7629-3-1

12.2 ac

7628-1

7629-3

15.2 ac

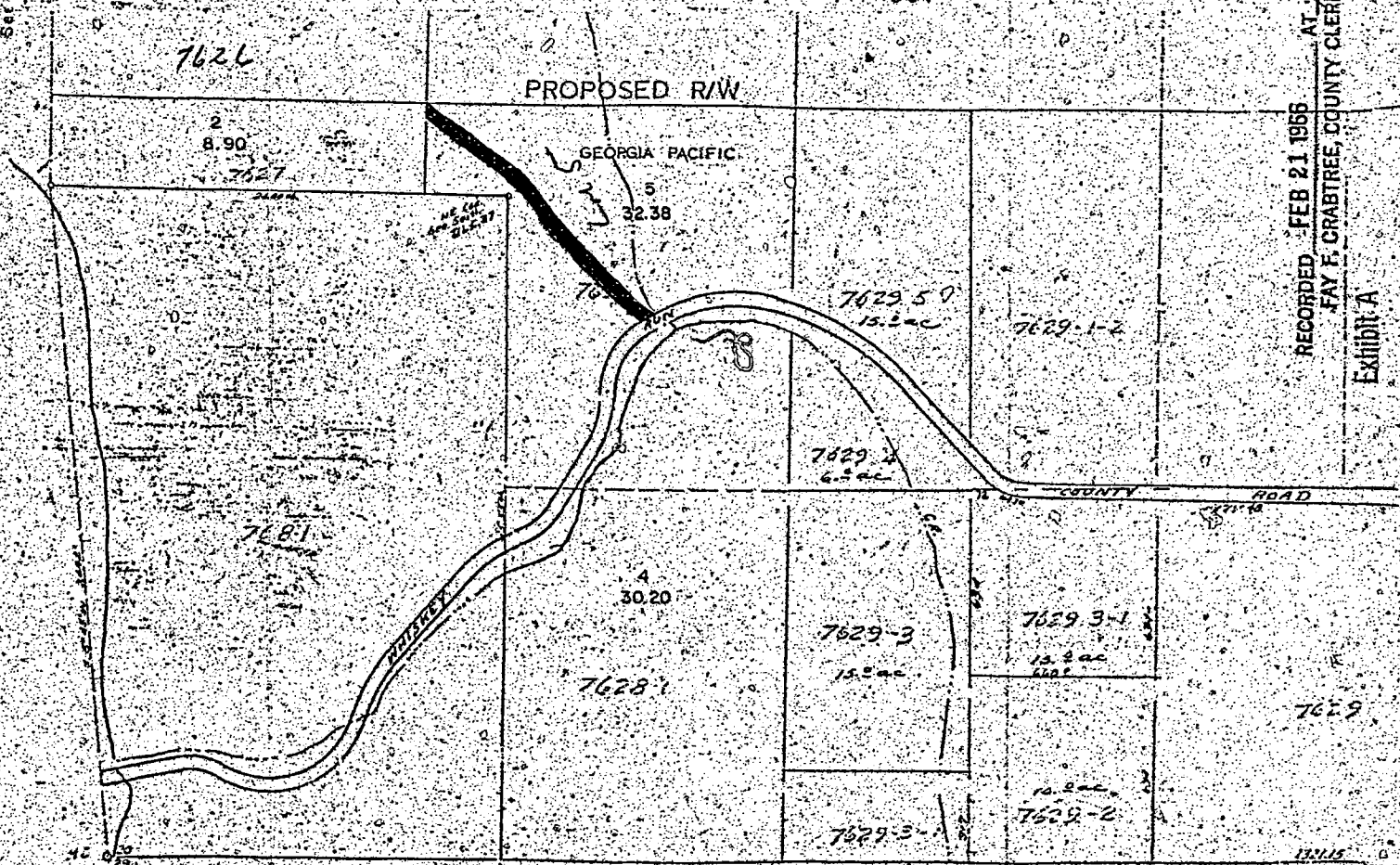
7629

7629-3-1

10.2 ac
7629-2

13.15

COUNTY ROAD



74 5- 99422

TRUSTEES' DEED

ALICE FITZPATRICK, JOHN A. FITZPATRICK and KATHLEEN ROSENCRANTZ, the sole heirs at law and devisees of J. K. FITZPATRICK, TRUSTEE, deceased ("Grantors"), hereby convey to PACIFIC POWER & LIGHT COMPANY, a Maine corporation ("Grantee"), the real property situated in Coos County, State of Oregon, more particularly described in the schedule marked Exhibit A attached hereto and by this reference made a part hereof.

The true and actual consideration for this transfer is No Dollars (\$0.00), this deed being given in full discharge and satisfaction of a trust pursuant to which said J. K. Fitzpatrick, deceased, held title to said real property on behalf of the Grantee.

Until a change is requested, tax statements shall be sent to Grantee at the Public Service Building, Portland, Oregon 97204 .

Dated this 7th day of May, 1974.

Alice Fitzpatrick
Alice Fitzpatrick

John K. Fitzpatrick
John K. Fitzpatrick

Kathleen Rosencrantz
Kathleen Rosencrantz

STATE OF OREGON)
County of Coos) SS

May 9, 1974

Personally appeared the above named ALICE FITZPATRICK and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:



Ray J. Curtis
Notary Public for Oregon
My commission expires: 9/21/76

TRUSTEES' DEED

74 5- 99423

STATE OF OREGON)
County of Coos) ss May 9, 1974

Personally appeared the above named JOHN A. FITZPATRICK and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:



Ray J. Clark
Notary Public for Oregon
My commission expires: 9/24/76

STATE OF OREGON)
County of Coos) ss May 6, 1974

Personally appeared the above named KATHLEEN ROSENCRANTZ and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:



Ray J. Clark
Notary Public for Oregon
My commission expires: 9/24/76

74 5- 99424

EXHIBIT "A"

I. **PARCEL A:** The $\frac{W}{2}$ of $\frac{NE}{4}$ of $\frac{NE}{4}$ of $\frac{NW}{4}$ of Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, EXCEPTING THEREFROM the West 30 feet and the North 30 feet of said premises for the purpose of a roadway.

PARCEL B: The $\frac{S}{4}$ of $\frac{NE}{4}$ of $\frac{SE}{4}$ of $\frac{SW}{4}$ of Section 17, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, EXCEPTING THEREFROM the Westerly 30 feet reserved for a roadway.

PARCEL C: The $\frac{W}{2}$ of $\frac{SE}{4}$ of $\frac{SE}{4}$ of $\frac{SW}{4}$ of Section 17, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, EXCEPTING THEREFROM the Southerly 60 feet and the Westerly 30 feet reserved for a roadway.

II. $\frac{NW}{4}$ of $\frac{SW}{4}$ of $\frac{SE}{4}$ and $\frac{N}{2}$ of $\frac{SW}{4}$ of $\frac{SW}{4}$ of $\frac{SE}{4}$ of Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

III. Lot 2, Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

IV. $\frac{S}{4}$ of $\frac{NW}{4}$ of $\frac{NE}{4}$ of $\frac{NW}{4}$ of Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

V. $\frac{E}{4}$ of $\frac{NW}{4}$ and $\frac{NW}{4}$ of $\frac{NE}{4}$ of Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

EXCEPTING $\frac{S}{4}$ of $\frac{NW}{4}$ of $\frac{NE}{4}$ of $\frac{NW}{4}$ of Section 20, and $\frac{W}{2}$ of $\frac{NE}{4}$ of $\frac{NE}{4}$ of $\frac{NW}{4}$ of Section 20, and the $\frac{W}{2}$ of $\frac{NW}{4}$ of $\frac{NW}{4}$ of $\frac{NE}{4}$ of Section 20, (containing 15 acres)

ALSO EXCEPTING for the purpose of a roadway a non-exclusive easement sixty feet (60) wide beginning at the East-West centerline of the $\frac{NE}{4}$ of the $\frac{NW}{4}$ of Section 20, and continuing along the North-South centerline of said $\frac{NE}{4}$ of $\frac{NW}{4}$ of Section 20 to the common line between Section 20 and Section 17, Township 27 South, Range 14 West, Willamette Meridian, Coos County, Oregon.

TOGETHER WITH, for the purpose of a roadway, non-exclusive easement sixty feet (60) wide beginning at the East-West centerline of the $\frac{NE}{4}$ of the $\frac{NW}{4}$ of Section 20, and continuing along the North-South centerline of said $\frac{NE}{4}$ of $\frac{NW}{4}$ of Section 20 to the common line between Section 20 and Section 17, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence East along the Southerly 60 feet of Section 17, said township and range, to the Seven Devils County Road.

VI. The $\frac{W}{2}$ of the $\frac{NE}{4}$ of the $\frac{SE}{4}$ lying north of the Whiskey Run Road and the $\frac{E}{4}$ of the $\frac{NW}{4}$ of the $\frac{SE}{4}$ of Section 20, Township 27 South, Range 14 West, Willamette Meridian; EXCEPT

1. portion conveyed to Coos County for road purposes by Deed recorded December 7, 1959 in Book 275, page 137, Deed Records;
2. all coal, gas, oil, minerals and mineral rights conveyed to A. E. Gault by deed recorded July 10, 1929 in Book 108, page 265, Deed Records of Coos County, Oregon.

74 5- 99425

EXHIBIT "A"

- VII. That portion of the $W\frac{1}{2}$ of $NW\frac{1}{4}$ of $SE\frac{1}{4}$ of Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, lying North of the present Whiskey Run Road.
- VIII. That portion of the $NW\frac{1}{4}$ of $SE\frac{1}{4}$ of Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, lying South and West of Whiskey Run County Road, Coos County, Oregon.
- IX. The George Seih Donation Land Claim No. 37, embracing portions of Sections 19, 20, 29 and 30 in Township 27 South, Range 14 West of the Willamette Meridian, containing 159 acres, more or less.
- X. The $NW\frac{1}{4}$ of $NE\frac{1}{4}$ of Section 29, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.
- XI. Government Lot 2 and the $SW\frac{1}{4}$ of $NE\frac{1}{4}$ of Section 29, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, EXCEPT that part heretofore sold to Finley S. Younce and Dora L. Younce, husband and wife, by deed recorded September 25, 1947 in Book 173, Page 389, Deed Records of Coos County, Oregon, described as follows: Beginning at a point 200 feet West of the southeast corner of the $SW\frac{1}{4}$ of $NE\frac{1}{4}$ of said Section 29; thence 220 feet North; thence 200 feet West; thence 220 feet South; thence 200 feet East to the point of beginning.
- XII. The $E\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $SE\frac{1}{4}$ and $S\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon
- ALSO: Beginning at the northwest corner of the $SE\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon; thence East along the North boundary of said $SE\frac{1}{4}$ of the $SE\frac{1}{4}$ 330 feet, more or less, to the northwest corner of the H. M. Collver et ux parcel, recorded March 2, 1967 bearing Microfilm Reel No. 16121, Records of Coos County, Oregon; thence South along the West boundary of said Collver parcel 1320 feet to the South boundary of the $SE\frac{1}{4}$ of the $SE\frac{1}{4}$; thence West 330 feet to the southwest corner; thence North 1320 feet, more or less, to the point of beginning.
- XIII. PARCEL 1: Government Lot 2 and that portion of Government Lot 3 lying Westerly of the Northerly extension of the East line of Government Lot 2 and lying South of a line that is 400 feet Southerly of (when measured at right angles) to the North line of Government Lot 3, all in Section 17, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon;

together with an easement for road purposes 60 feet in width along the East boundary of the following described parcels:

PARCEL 2: Government Lot 1 of Section 17; Government Lot 3 of Section 20 and that portion of Government Lot 1, Section 19, lying North of the North line of the $SW\frac{1}{4}$ of $NW\frac{1}{4}$ of Section 20, extended Westerly all in Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, and

74 5- 99426

EXHIBIT "A"

PARCEL 3: The SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 20 and that portion of Government Lot 1 of Section 19 lying South of the North line of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 20, extended Westerly, all in Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon;

and also together with easements for road purposes over and across the following described parcels:

PARCEL 4: A perpetual easement for the purpose of constructing and maintaining a roadway and utility lines and pipes, which easement is described as follows, to-wit: An easement across the northeast corner of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon described as a triangle, the vertex of which is the northeast corner of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$, the perpendicular of which is 60 feet in length, and the two sides of which are equal in length along the North and East sides of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$; and

PARCEL 5: An easement 60 feet in width for the construction, operation and maintenance of a road over and across a portion of Lot 5, Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, commencing at the northwest corner of the said Lot 5 and extending thence in a general southeasterly direction to an intersection with the Whiskey Run County Road at a point on said road approximately 575 feet, running along the road, from the East line of said Lot 5, along the course generally depicted on the sketch marked Exhibit A which is by reference incorporated in and made a part of Instrument No. 66-2-6481, Records of Coos County, Oregon;

XIV. PARCEL 2: Government Lot 1 of Section 17; Government Lot 3 of Section 20 and that portion of Government Lot 1, Section 19, lying North of the North line of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 20, extended Westerly, all in Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon;

together with an easement for road purposes 60 feet in width along the East boundary of the following described parcel:

PARCEL 3: The SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 20 and that portion of Government Lot 1 of Section 19 lying South of the North line of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 20, extended Westerly, all in Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon;

and also together with easements for road purposes over and across the following described parcels:

PARCEL 4: A perpetual easement for the purpose of constructing and maintaining a roadway and utility lines and pipes, which easement is described as follows, to-wit: An easement across the northeast corner of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, described as a triangle, the vertex of which is the northeast corner of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$, the perpendicular of which is 60 feet in length, and the two sides of which are equal in length along the North and East sides of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$; and

PARCEL 5: An easement 60 feet in width for the construction, operation and maintenance of a road over and across a portion of Lot 5, Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, commencing at the northwest corner of said Lot 5 and extending thence in a general southeasterly direction to an intersection with the Whiskey Run County Road, at a point on said road approximately 575 feet,

74 5- 99427

EXHIBIT "A"

running along the road, from the East line of said Lot 5, along the course generally depicted on the sketch marked Exhibit A which is by reference incorporated in and made a part of Instrument No. 66-2-6481, Records of Coos County, Oregon;

XV. PARCEL 3: The SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 20 and that portion of Government Lot 1 of Section 19 lying South of the North line of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 20, extended Westerly, all in Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon;

together with easements for road purposes over and across the following described parcels:

PARCEL 4: A perpetual easement for the purpose of constructing and maintaining a roadway and utility lines and pipes, which easement is described as follows, to-wit: An easement across the northeast corner of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, described as a triangle, the vertex of which is the northeast corner of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$, the perpendicular of which is 60 feet in length, and the two sides of which are equal in length along the North and East sides of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$; and

PARCEL 5: An easement 60 feet in width for the construction, operation and maintenance of a road over and across a portion of Lot 5, Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon, commencing at the northwest corner of the said Lot 5 and extending thence in a general southeasterly direction to an intersection with the Whiskey Run County Road at a point on said road approximately 575 feet, running along the road, from the East line of said Lot 5, along the course generally depicted on the sketch marked Exhibit A which is by reference incorporated in and made a part of Instrument No. 66-2-6481, Records of Coos County, Oregon;

XVI. W $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

XVII. Lot 1, Section 29, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

All that portion of Lots 4 and 5 lying South of Whiskey Run Creek, in Section 20, Township 27 South, Range 14 West of the Willamette Meridian, Coos County, Oregon.

XVIII. The SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 20, Township 27 South, Range 14 West of the Willamette Meridian.

431 ✓ 74 5- 99422 - 7
State of Oregon
County of Coos
I hereby certify that the within instrument
was filed for record
MAY 7 2 07 PM '74
483
2486

RECORDED BY



Coos County Branch

and recorded in Book of Records _____
Microfilm Reel No. _____
74-5-99422-7
of said County,
WITNESS my hand and Seal of County
affixed.
Ray F. Crabtree, Coos County Clerk
By: William Deputy
Return to Ortner
Fee 1.00

82 2 0985

RIGHT OF WAY EASEMENT

THIS AGREEMENT, made and entered into this 14th day of February, 1982, by and between REX TIMBER INC., an Oregon corporation, 900 S.W. 5th Avenue, Portland, Oregon 97204, hereinafter referred to as "Rex", and COOS-CURRY ELECTRIC COOPERATIVE, INC., a Cooperative corporation, P.O. Box 460, Coquille, Oregon, hereinafter referred to as "Coos Curry Electric".

RECITALS

A. Rex owns a parcel of land located in Section 20, Township 27 South, Range 14 West of the Willamette Meridian.

B. Coos Curry Electric wishes to install and maintain three (3) anchors and an overhead conductor crossing on Rex lands.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Rex grants to Coos-Curry Electric the right, subject to all encumbrances of record to install ^{and} operate and maintain three (3) anchors and an overhead conductor crossing in the locations shown on Exhibit "A" attached hereto and by this reference made a part thereof on the following Rex lands:

A parcel of land situated in Section 20, Township 27 South, Range 14 West of the Willamette Meridian, more specifically described as all that portion of Lots 4 and 5 lying North of Whiskey Run Creek. Excepting therefrom a 40 foot road lying adjacent to and on the North side of Whiskey Run Creek.

2. Coos-Curry Electric shall remove and trim trees and brush to the extent necessary to keep them clear of the electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wire in falling.

IN WITNESS WHEREOF, parties hereto have executed this agreement in duplicate on the day and the year first above written.

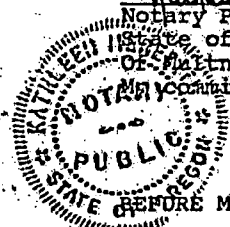
BEFORE ME:

REX TIMBER INC.

Kathleen Meredith
Notary Public for the
State of Oregon, County
Of Multnomah.

By [Signature]
Its Vice President

My commission expires 9-18-84



BEFORE ME:

COOS CURRY ELECTRIC
COOPERATIVE, INC.

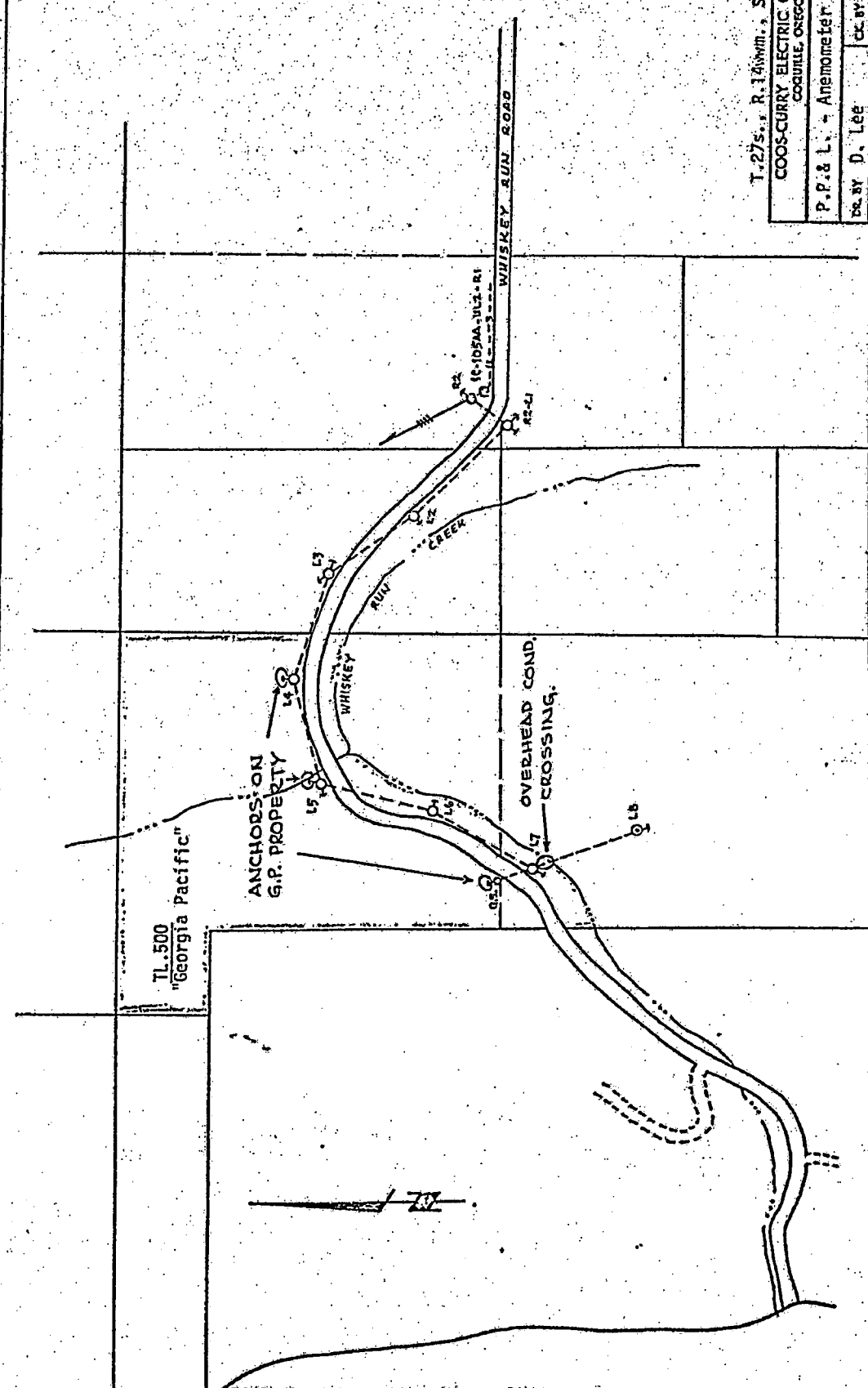
Danny P. Lee
Notary Public for the
State of Oregon, County
Of Coos

By [Signature]
Its General Manager

My commission expires 2-12-83



82 2 0987



T. 27 S., R. 14 W., Sec. 20

COOS-CURRY ELECTRIC CO-OP, INC.
COQUILLE, OREGON

P.P. & L. - Anemometer Location

DR. BY D. LEE

SCALE 1" = 400'

DATE 4 DEC 81

NO: 6488

DR. NO.

TL 500
"Georgia Pacific"

ANCHORS ON
G.P. PROPERTY

OVERHEAD COND.
CROSSING

WHISKEY RUN CREEK

WHISKEY RUN ROAD

RECORDED APR 2 1982 AT PACIFIC OCEAN
BY WILSON COUNTY CLERK

EXHIBIT "A"

1. 1992-93 taxes which are a lien, but not yet payable.
Tax Acct. No. 7628.00 Code 54.01
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. Rights of the public in and to that portion lying within streets, roads and highways.
4. Any mineral and mineral rights which are reserved.
5. Rights of the Public in and to that portion of said premises lying below the ordinary high water line of Whiskey Run Creek.
6. Easement, including the terms and provisions thereof,
To: Noel Katherine Ertel, et al
Recorded: February 21, 1966
Microfilm Reel No. 66-2-6481
Records of Coos County, Oregon.
For: Road
7. Easements, including the terms and provisions thereof, conveyed to Pacific Power & Light Company, recorded May 7, 1974, bearing Microfilm Reel No. 74-5-99422, Records of Coos County, Oregon.
8. Easement, including the terms and provisions thereof,
To: Coos Curry Electric Cooperative, Inc.
Recorded: April 2, 1982
Microfilm Reel No. 82-2-0985
Records of Coos County, Oregon.
For: Installation, operation and maintenance of anchors and overhead conductor

FOREST MANAGEMENT EASEMENT 93 02 0598

KAB LIMITED PARTNERSHIP
(Property Owner's Name) herein called the Grantors
are the owners of real property described as follows:

Microform Reel # 92-10-1012

Township 27 S.. Range 14 W.W.M.. Section 20 Tax Lot 500

In accordance with the conditions set forth in the decision of the Coos County Planning Department, dated MAY 2, 1991, approving a ACU-91-22 for the above described property, and in consideration of such approval. Grantors hereby grant to Coos County on behalf of the owners of all property adjacent to the above described property, a perpetual non-exclusive forest practices management easement as follows:

1. The Grantors, their heirs, successors, and assigns hereby acknowledge by grantor of this easement that the above described property is situated in a forest zone in Coos County, Oregon, and may be subjected to conditions resulting from commercial forest operations on adjacent lands. Such operations include management and harvesting of timber, disposal of slash, reforestation, application of chemicals, road construction, or maintenance, and other accepted and customary forest management activities conducted in accordance with Federal and State laws. Said forest management activities ordinarily or necessarily produce noise, dust, smoke, and other conditions, which may conflict with Grantors' use of Grantors' property for residential purposes. Grantors hereby waive all common law rights to object to normal, necessary and non-negligent forest management activities legally conducted on adjacent lands which may conflict with grantors' use of grantors' property for residential purposes and grantors hereby give an easement to Coos County for the benefit of the adjacent property owners for the resultant impact of Grantor's property caused by the forest management activities on adjacent lands.

2. Grantors shall comply with all restrictions and conditions for maintaining residences in forest zones that may be required by State, Federal and local land use law and regulations. Grantors will comply with all fire safety regulations developed by the Oregon Department of Forestry for residential development within a forest zone.

This easement is appurtenant to all property adjacent to the above described property and shall bind the heirs, successors and assigns of Grantors and shall endure for the benefit of the adjacent landowners, their heirs, successors and assigns. The adjacent landowners their heirs, successors and assigns are hereby expressly granted the right of third party enforcement of this easement.

IN WITNESS WHEREOF, the Grantors have executed this easement on

X Carol L. Gassner
(Titleholder's signature)
KAB Limited Partnership

(Titleholder's signature)

California
STATE OF ~~CALIFORNIA~~
COUNTY OF ~~LOS ANGELES~~ San Joaquin

Personally appeared the above named Carol L. Gassner

and _____ and acknowledged the above easement to be their voluntary act



Martha H. Bones
Notary Public for Oregon

My Commission expires: 9/21/94

This easement is hereby accepted for the benefit of adjacent property owners this

18th day of FEB, 1993
RECORDING # 93020598

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



COOS COUNTY
BOARD OF COMMISSIONERS

By William P. Grile
WILLIAM P. GRILE
Planning Director

1404

12:00 ON 02/18/1993
By M. BRIGHT Deputy

pages 1 Fee \$ 13.00

Work Order No. 2978

(Space reserved for recording number)

93 10 1211

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, for a good and valuable consideration, receipt thereof acknowledged, do hereby grant unto COOS-CURRY ELECTRIC COOPERATIVE, INC., a cooperative corporation whose post office address is P.O.B. 1268, Port Orford, Oregon, and to its successors or assigns, the right to enter upon the land of the undersigned, situated in the County of Coos, State of Oregon, as described in the official County Records at

Instrument No. _____, being located in Township 27 South, Range 14 West, Section 20, and more particularly described as follows:

All that portion of Lots 4 and 5, lying North of Whiskey Run Creek, in Section 20, Township 27 South, Range 14 West of the Willamette Meridian Coos County, Oregon, excepting therefrom a 40 foot road lying adjacent to and on the North side of Whiskey Run Creek. Also excepting that certain parcel of land described to Coos County for right of way, recorded in Book 275, Page 134, Deed Records of Coos County, Oregon.

(27-14-20 TL500)

and to construct, reconstruct, operate and maintain on the above described land and/or upon all streets, roads or highways abutting said land, an electric transmission or distribution line or system.

- OVERHEAD SYSTEM: To remove and trim trees and brush within 20 feet of electric facilities and to remove all dead, weak, leaning and other dangerous trees beyond that distance which are tall enough to strike the facilities in falling. Also, to require that no fence or structure be constructed within 10 feet of the base of any pole.
- UNDERGROUND SYSTEM: To remove and trim trees and brush within 10 feet of electric facilities and to require that no structure, foundation, pad driveway and the like be constructed over the facilities. Also, no fence located closer than 5 feet from the centerline of the facility.

Owner coveasnt that they, their heirs, successors & assigns shall not site fences or structures upon this right-of-way that attach to or interfere with access to the electric facilities or violate the clearance provisions of the then current edition of the National Electrical Safety Code. Further, the undersigned coveasnt they are owners of the above described lands and that said lands are free and clear of all encumbrances and liens whatsoever character, except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands this 19 day of March, 1993.

OWNER SIGNATURE(S):

Carol L. Gassner

CALIFORNIA
STATE OF OREGON
County of Coos

BE IT REMEMBERED on this 19th day of March, 1993, personally appeared the within named CAROL L. GASSNER and acknowledged to me that she executed the foregoing freely and voluntarily.

Craig R. Brauer
Notary Public for Oregon

My Commission Expires: June 10, 1996


Craig R. Brauer
COMM. #987589
NOTARY PUBLIC - CALIFORNIA
SAVING & LOAN
MORTGAGE INVESTMENT SERVICES
Return To:
Coos Curry Electric Cooperative, Inc.
P.O. Box 1268, Port Orford, OR 97465

(NOTARY SEAL)

2755

County Label - DO NOT WRITE IN THIS SPACE!

RECORDING # 93101211
Mary Ann Wilson,
Coos County Clerk, certify
the within instrument
was filed for record at



4:01 ON 10/28/1993
By J. WILSON Deputy

pages 1 Fee \$ 13.00

EXHIBIT "A"

1. 1992-93 taxes which are a lien, but not yet payable.
Tax Acct. No. 7628.00 Code 54.01
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. Rights of the public in and to that portion lying within streets, roads and highways.
4. Any mineral and mineral rights which are reserved.
5. Rights of the Public in and to that portion of said premises lying below the ordinary high water line of Whiskey Run Creek.
6. Easement, including the terms and provisions thereof,
To: Noel Katherine Ertel, et al
Recorded: February 21, 1966
Microfilm Reel No. 66-2-6481
Records of Coos County, Oregon.
For: Road
7. Easements, including the terms and provisions thereof, conveyed to Pacific Power & Light Company, recorded May 7, 1974, bearing Microfilm Reel No. 74-5-99422, Records of Coos County, Oregon.
8. Easement, including the terms and provisions thereof,
To: Coos Curry Electric Cooperative, Inc.
Recorded: April 2, 1982
Microfilm Reel No. 82-2-0985
Records of Coos County, Oregon.
For: Installation, operation and maintenance of anchors and overhead conductor

COOS County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2019

NOT OFFICIAL VALUE

September 4, 2019 12:06:10 pm

Account # 762800
 Map # 27S14200000500
 Code - Tax # 5403-762800

Tax Status ASSESSABLE
 Acct Status ACTIVE
 Subtype NORMAL

Legal Descr See Record

Mailing Name KAB LIMITED PARTNERSHIP

Deed Reference # 1993-104304 (SOURCE ID(T):
 92-10-1012)

Agent
 In Care Of @ GASSNER, CAROL
 Mailing Address PO BOX 125
 BURSON, CA 95225-0125

Sales Date/Price 10-01-1992 / \$85,000.00
 Appraiser

Prop Class 401 MA SA NH Unit
 RMV Class 401 06 27 RRL 13995-1

Situs Address(s)	Situs City
ID# 88527 WHISKEY RUN LN	BANDON

Value Summary					
Code Area	RMV	MAV	AV	RMV Exception	CPR %
5403 Land	439,110			Land	0
Impr.	333,300			Impr.	0
Code Area Total	772,410	345,280	345,280		0
Grand Total	772,410	345,280	345,280		0

Land Breakdown											
Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	TD% LS		Size	Land Class	LUC	Trended RMV
5403	30	<input checked="" type="checkbox"/>		F	Market	111	A	1.00	HS	003	
5403	20	<input type="checkbox"/>		F	Market	111	A	16.00	MV	003	
5403	40	<input checked="" type="checkbox"/>		F	Market	111	A	4.00	MV	003	
Grand Total								21.00			

Improvement Breakdown										
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total		Ex% MS	Acct #	Trended RMV
						Sq. Ft.				
5403	1	1993	152	One story with basement-Class 5	111	2,376				333,300
Grand Total							2,376			333,300

Code Area		Exemptions/Special Assessments/Potential Liability									
Type											
NOTATION(S):											
■ FIRE PATROL ADDED 2014 AFFIDAVIT #20303 - #762890 COMBINED INTO #762800 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION											
■ SIZE CHANGE ADDED 2019 8/20/19 PLA w/1.67 acres to TL100. Now 21.00 acres bare land w/residence. MJS											
5403											
FIRE PATROL:											
■ FIRE PATROL SURCHARGE		Amount	47.50			Year	2019				
■ FIRE PATROL TIMBER		Amount	32.20	Acres	20	Year	2019				

Appr Maint: 2019 - SIZE CHANGE

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

4-Sep-2019

KAB LIMITED PARTNERSHIP
 @ GASSNER, CAROL
 PO BOX 125
 BURSON, CA 95225-0125

Tax Account #	762800	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	5403
Situs Address	88527 WHISKEY RUN LN BANDON, OR 97411	Interest To	Sep 15, 2019

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,454.96	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,364.64	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,254.71	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,188.55	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,178.38	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$408.01	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$389.84	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$382.20	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$370.92	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$364.40	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$386.66	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$340.15	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$333.04	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$331.81	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$338.47	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$326.32	Nov 15, 2003
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$20,413.06	

TAX NOTATION...

NOTATION CODE	DATE ADDED	DESCRIPTION
SPLIT CODE	4-Jun-2014	AFFIDAVIT #20303 - #762890 COMBINED INTO #762800 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION

**COOS COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

9/4/2019 12:06:12 PM

Account # 762800
Map 27S1420-00-00500
Owner KAB LIMITED PARTNERSHIP
@ GASSNER, CAROL
PO BOX 125
BURSON, CA 95225-0125

Name Type	Name	Ownership Type	Own Pct
OWNER	KAB LIMITED PARTNERSHIP	OWNER	100.00