

June 11, 2019

Jill Rolfe  
Coos County Planning Director  
Coos County Planning Department  
250 N. Baxter Street  
Coquille, OR 97423



RE: AT&T's Administrative CUP Application for a New Wireless Telecommunication Facility in Coos County, OR. (AT&T CB6158 HWY 42 & CABIN CREEK FIRSTNET)

Ms. Rolfe,

Please find and accept the enclosed as AT&T's application for a new wireless telecommunications facility:

- Coos County's Conditional Use Permit Application form with the following attachments:
  - ATTACHMENT 1: Project Narrative
  - ATTACHMENT 2: Statement of Code Compliance
  - ATTACHMENT 3: Consent Form (Executed)
  - ATTACHMENT 4: Authorization
  - ATTACHMENT 5: Parcel List
  - ATTACHMENT 6: Deed
  - ATTACHMENT 7: FAA TOWAIR Determination
  - ATTACHMENT 8: Zoning Drawings
  
- A check for application fees in the amount of \$1,479.00

Please feel free to contact me upon your initial review. I look forward to working with you.

Sincerely,



**Craig Brunkenhoefer**  
Site Acquisition Manager – Land Use and Zoning



4004 Kruse Way Place, Suite 220  
Lake Oswego, OR 97035  
Cell: (503)-477-2124  
Email: [cbrunkenhoefer@velocitel.com](mailto:cbrunkenhoefer@velocitel.com)



Coos County Planning Department  
Land Use Application

|                |            |                   |
|----------------|------------|-------------------|
| FEE:           | 1479.00    | Official Use Only |
| Receipt No.    | 209965     |                   |
| Check No./Cash | 17247      |                   |
| Date           | 6/14/19    |                   |
| Received By    | COY        |                   |
| File No.       | ACU-19-023 |                   |

Please place a check mark on the appropriate type of review that has been requested.

- Administrative Review                       Hearings Body Review  
 Final Development Plan (BDR)               Variance

An **incomplete** application **will not** be processed. Applicant is responsible for completing the form and addressing all criteria. Attach additional sheets to answer questions if needed. Please indicated not applicable on any portion of the application that does not apply to your request.

**A. Applicant:**

Name: Craig Brunkenhoefer Telephone: 503-477-2124  
Address: 4004 Kruse Way Place, Suite 220  
City: Lake Oswego State: OR Zip Code: 97035

**B. Owner:**

Name: Weyerhaeuser Company Telephone: 360-414-3450  
Address: 220 Occidental Ave. S.  
City: Seattle State: WA Zip Code: 98104

**C. As applicant, I am (check one): Please provide documentation.**

- The owner of the property (shown on deed of record);
- The purchaser of the property under a duly executed written contract who has the written consent of the vendor to make such application (consent form attached).
- A lessee in possession of the property who has written consent of the owner to make such application (consent form attached).
- The agent of any of the foregoing who states on the application that he/she is the duly authorized agent and who submits evidence of being duly authorized in writing by his principal (consent form attached).

**D. Description of Property:**

Township 30S Range 10W Section 9 Tax Lot 500  
Tax Account 1247200 Lot Size 11,854.54 acres Zoning District (F) Forest

**E. Information (please check off as you complete)**

- 1. Project Proposal. Attach description if needed. See Attachment 1 Project Narrative
- 2. A detailed parcel map of the subject property illustrating the size and location of existing and proposed uses, structures and roads on an 8½" x 11" paper to scale. Applicable distances must be noted on the parcel map along with slopes. (See example plot map)Covenants or deed restrictions on the property, if unknown contact title company.
- 3. Existing Use Timber and existing wireless communications facility
- 4. Site Address Township 30 South, Range 10 West, Section 9, Lot 500
- 5. Access Road See ATTCH 7 Zoning Drawings
- 6. Is the Property on Farm/Forest Tax Deferral Yes
- 7. Current Land Use (timber, farming, residential, etc.) Timber and WCF
- 8. Major Topography Features (streams, ditches, slopes, etc.) See ATTCH 7. Zoning Drawings
- 9. List all lots or parcels that the current owner owns, co-owns or is purchasing which have a common boundary with the subject property on an assessment map.
- 10. Identify any homes or development that exists on properties identified in #9.
- 11. A copy of the current deed of record.

**F. Proposed use and Justification**

Please attach an explanation of the requested proposed use and **findings (or reasons)** regarding how your application and proposed use comply with the following the Coos County Zoning and Land Development Ordinance (LDO). Pursuant to the LDO, this application may be approved only if it is found to comply with the applicable criteria for the proposed use. Staff will provide you with the criteria; however, staff cannot provide you with any legal information concerning the adequacy of the submitted findings, there is no guarantee of approval and the burden rests on the applicant. (You may request examples of a finding)

**List of Applicable Criteria and Justification:**

Please see Attachment 2 Statement of Code Compliance

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**WIRELESS COMMUNICATION FACILITY APPLICATION  
PROJECT NARRATIVE  
(AT&T—CB6158 HWY 42 & CABIN CREEK FIRSTNET NSB)**

Submitted to Coos County, Oregon  
Department of Planning & Development

**1. GENERAL INFORMATION**

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**Applicant:** New Cingular Wireless PCS, LLC  
7277 164th Ave NE  
Redmond, WA 98052  
(425) 222-1026

AT&T Mobility  
RTC Building 3  
16221 NE 72<sup>nd</sup> Way  
Redmond, WA 98052

**Representative:** Velocitel, Inc.  
4004 Kruse Way Place, Suite 220  
Lake Oswego, OR 97035  
**Contact:** Craig Brunkenhoefer  
(503) 477-21124  
cbrunkenhoefer@velocitel.com

**Property Owner:** Weyerhaeuser Company  
220 Occidental Ave. S.  
Seattle, WA 98104  
**Contact:** Michelle Metcalf  
(360) 414-3450  
michelle.metcalf@weyerhaeuser.com

**Project Address:** (see legal description below)

**Description & Tax Lot:** The Northwest quarter of the Northwest quarter, Section 09,  
Township 30 South, Range 10 West, Coos County, Oregon, W.M.  
  
Parcel No. 500

**Zoning Classification:** F (Forest)

Velocitel is submitting this application on behalf of New Cingular Wireless PCS, LLC (“AT&T”) and the underlying property owner, Weyerhaeuser Company.

## 1. PROJECT OVERVIEW

AT&T is proposing to build a new wireless communication facility (“WCF” or “facility”), CB6158 Hwy 42 & Cabin Creek FirstNet NSB, in Coos County, OR. This proposed new WCF is intended to fill a significant gap in AT&T’s high band 4G LTE coverage experienced by its customers. Specifically, the proposed new facility meets AT&T’s coverage objectives within a geographic area not presently served by AT&T by extending coverage along HWY-42 between Bridge and Camas Valley.

AT&T intends for its application for the proposed WCF to include the following documents (collectively, “AT&T’s Application”):

- Attachment 1—Project Narrative (this document)
- Attachment 2—Statement of Code Compliance
- Attachment 3—Consent Form (executed)
- Attachment 4—Authorization
- Attachment 5—Parcel List
- Attachment 6—Vesting Deed
- Attachment 7—FAA TOWAIR Determination
- Attachment 8—Zoning Drawings

As shown in this project application, AT&T’s proposal meets all of Coos County’s criteria for siting new wireless communications facilities and complies with all other applicable county, state, and federal regulations. AT&T’s proposal is also the least intrusive means of extending AT&T’s service to fill its coverage gap. Accordingly, AT&T respectfully requests that the county approve this project as proposed.

**Please Note:** The responses and information included in **Attachment 2—Statement of Code Compliance** are intended to support and supplement this Project Narrative. All references to “Attachments” in this Project Narrative and the Statement of Code Compliance are in reference to the attachments included as part of AT&T’s Application.

## 2. PROPOSED PROJECT DETAILS

### 2.1. Location

Detailed information regarding the subject property and proposed lease area is included in **Attachment 8, Zoning Drawings**.

**2.1.1. Subject property, zoning, use.** The subject property of this proposal is located between Remote and Camas Valley, just west of HWY-42 (the “Property”). The Property is owned by Weyerhaeuser. The Property is zoned as Forest Lands (F) and is currently used primarily as timber land.

### **2.1.2. Lease Area.**

- The proposed 80ft x 80ft lease area for the WCF is on a hilltop on the southeast corner of the Property (the “Lease Area”).
- The Lease Area will be covered in 6in of 3/4in crushed rock with weed barrier on 95% compacted fill.
- The Lease Area will be surrounded by a 6ft high chain link fence with privacy slats, topped with barbed wire. Access to the Lease Area will be secured by a locked gate.

### **2.1.3. Access and Parking.**

- Access to the lease area is available from an existing gravel forest access road originating from Rock Creek Rd. to the southeast.
- A new 12ft hammer head access driveway and parking area will be constructed to connect the lease area with the existing access road. This extension will be covered in 6in of 3/4in crushed rock with weed barrier on 95% compacted fill.
- Additionally, the ground outside the Lease Area will be covered in 6in of 3/4in crushed rock with weed barrier on 95% compacted fill within 30ft of surrounding ancillary facilities that contain propane powered generating equipment.

## **2.2. Wireless Facilities and Equipment**

Specifications of the facilities outlined below, including a site plan, can be found in **Attachment 8, Zoning Drawings**.

**2.2.1. Support Structure Design.** AT&T is proposing to build a new 195ft tall self-supported tower (the “tower”) on the Property. This will be an unmanned telecommunications facility.

### **2.2.2. Antennas and accessory equipment.**

- The tower will contain the following AT&T 4G LTE equipment:
  - Up to 12 panel antennas
  - Up to 18 remote radio units (“RRUs”)
  - 2 microwave dishes
  - 3 new surge protectors
  - All associated and accessory equipment
- Available space will be provided on the tower for a minimum of 2 additional collocations.
- The antennae, RRH, and accessory equipment on the tower will be painted to match the tower. All paint will have an anti-glare finish.

### **2.2.3. Ground Equipment.**

- All ground equipment associated with the tower will be constructed within the Lease Area.
- The ground equipment will be enclosed within an 8ft x 16ft pre-fabricated walk-in cabinet shelter on a concrete slab.
- A propane-fueled generator will also be located in the Lease Area for emergency back-up power.

**2.2.4. Lighting.** The Tower will not be artificially illuminated, and no artificial lighting is required pursuant to state or federal authorities. (See **Attachment 7, FAA TOWAIR Determination**)

### **3. AT&T's TARGETED SERVICE AREA & OBJECTIVES**

#### **3.1. Overview—AT&T 4G LTE**

AT&T is upgrading and expanding its wireless communications network throughout Coos County and Oregon State, including the installation of the latest 4G LTE technology at the proposed facility. LTE stands for "Long Term Evolution." This acronym refers to the ongoing process of improving wireless technology standards with speeds up to ten times faster than 3G. LTE technology is the next step in increasing broadband speeds to meet the demands of uses and the variety of content accessed over mobile networks.

Upon completion of this update, AT&T will operate a state-of-the-art digital network of wireless communications facilities throughout the proposed coverage area as part of its nationwide wireless communications network.

#### **3.2. Targeted Service Area and Objectives for Proposed WCF**

This proposed new wireless facility is intended to fill a significant gap in AT&T's high band 4G LTE network coverage experienced by its customers along HWY-42 from Bridge to Camas Valley and within the Remote area, generally (the "Targeted Service Area"). The Targeted Service Area was defined by AT&T's RF engineers through RF engineering analysis after considering a combination of customer complaints, service requests, and other factors.

Additionally, AT&T has established a need for service in this geographic area, as determined by market demand, coverage requirements for a specific geographic area, and the need to provide continuous coverage from one site to another in a particular geographic region as part of the FirstNet Network. The proposed facility meets AT&T's coverage objectives (providing outdoor, in-vehicle, and in-building wireless coverage) within a geographic area not presently served by AT&T's network.

The facility will also allow AT&T to provide wireless communications and service for commercial and FirstNet users in the significant coverage gap area and allow for uninterrupted wireless

service with fewer dropped calls, improved call quality, and improved access to additional wireless services that the public now demands. This includes emergency 911 calls throughout the area.

## 4. SITING ANALYSIS

### 4.1. Selection

AT&T considers all siting possibilities within, and adjacent to, a search ring to determine the best location for a new facility to meet the targeted service objectives. AT&T will first attempt to utilize an existing tower or structure for collocation at the desired antenna height. If an existing tower or structure is not available or determined to be infeasible, AT&T will then propose a new tower.

### 4.2. Methodology

AT&T's RF engineers take the following additional objectives into consideration when identifying the search ring. AT&T's coverage propagation software systems uses these and other factors (type of antenna; antenna tilt, etc.) to predict the coverage that will be provided by the proposed site.

- **Coverage.** The WCF site must be located such that radio frequency broadcasts will provide adequate coverage within the area identified with a significant gap in coverage. The RF engineer must take into consideration the coverage objectives for the site as well as the terrain in and around the area to be covered. Because radio frequencies travel in a straight line and diminish as they travel further away from the antennas, it is generally best to place a WCF site near the center of the desired coverage area. However, in certain cases, the search ring may be located away from the center of the desired coverage area due to the existing coverage, the surrounding terrain, or other features that might affect the radio frequency broadcasts, *e.g.* buildings or other sources of electrical interference.
- **Clutter.** AT&T's WCFs must "clear the clutter"—the WCF site must be installed above or close to RF obstructions (the "clutter") to enable the RF to extend beyond and clear the clutter. AT&T's radio frequencies do not penetrate mountains, hills, rocks, or metal, and are diminished by trees, brick and wood walls, and other structures. Accordingly, AT&T's antennas must be installed above or close to the "clutter" to provide high quality communications services in the desired coverage areas. Additionally, if the local code requires us to accommodate additional carriers on the support structure, the structure must be even taller to also allow the other carriers' antennas to clear the clutter.



- **Call Handoff.** The WCF site must be in an area where the radio broadcasts from the site will allow seamless “call handoff” with adjacent WCF sites. Call handoff is a feature of a wireless communications system that allows an ongoing telephone conversation to continue uninterrupted as the user travels from the coverage area of one antenna site into the coverage area of an adjacent antenna site. This requires coverage overlap for a sufficient distance and/or period of time to support the mechanism of the call handoff.
- **Quality of Service.** Users of wireless communications services want to use their services where they live, work, commute, and play, including when they are indoors. AT&T’s coverage objectives include the ability to provide indoor coverage in areas where there are residences, businesses, and indoor recreational facilities.
- **Radio Frequencies used by System.** The designs of wireless communications systems vary greatly based upon the radio frequencies that are used by the carrier. If the carrier uses radio frequencies in the 850 MHz to 950 MHz range, the radio signals will travel further and will penetrate buildings better than the radio frequencies in the 1900 MHz band. As a result, wireless communications systems that use lower radio frequencies will need fewer sites than wireless communications systems that use higher radio frequencies.
- **Land Use Classifications.** AT&T’s ability to construct a WCF site on any particular property is affected by state and local regulations, including zoning and comprehensive plan classifications, goals, and policies. Under Oregon law, AT&T is not entitled to construct a wireless communications site on Exclusive Farm Use (“EFU”) land if a site may be constructed on non-EFU land. AT&T’s search rings take these laws and regulations into consideration.

## 5. ALTERNATIVE SITE ANALYSIS

AT&T evaluated one alternative site location within the targeted search ring as a possible location for the proposed new WC. An existing wireless support tower owned by Coos County Sheriff’s Department (“CCS self-support”) is located approximately 0.02 miles from the proposed new tower location. Due to the current loading on this tower, there is no available tower space. Therefore, the CCS self-support tower is not a suitable for the purposes of meeting AT&T’s coverage objectives for this location.

Placing antenna at the minimum height necessary to reliably make and receive telephone calls and provide data service in the presence of varying signals is crucial for the efficient and effective operation of this site as a FirstNet Network site. As previously noted, the FirstNet network will provide public safety users with an evolving set of Quality of Service, Priority and Preemption (QPP) capabilities that will exceed anything previously available to public safety. QPP capabilities

will continue to evolve over the next several years, with the addition of mission-critical services and priority levels.

Additionally, the law that established FirstNet specified that the network shall be based on the minimum technical requirements on the commercial standards for LTE service. LTE is the evolution of a proven technology, which is now in its fourth generation, and will inevitably evolve into further generations over the next 25-years. With each generation comes improvement in speed and functionality, as well as potential changes and improvements to the physical equipment used to deploy such technology.

The rapid evolution of wireless technologies makes it impossible for AT&T to fully contemplate FirstNet Network facility needs and requirements over the 25-year term of its partnership with FirstNet. Accordingly, AT&T must not only ensure that the antennae deployed under this project are located at the minimum height necessary to fill the identified coverage gap, but also must also look past the deployment in this WCF Application and ensure that entitlement rights for all foreseeable equipment needs are secured for the entire 25-year FirstNet contract period. This will ensure that public safety users have network access whenever needed. Such surety in meeting the evolving needs and requirements of the FirstNet Network can only be obtained by AT&T building and owning its own support tower.

## **6. FIRSTNET**

FirstNet is the country's first nationwide communications platform dedicated to public safety, representing a giant leap in communications capabilities for public safety that will benefit the communities they serve. FirstNet gives first responders access to one highly secure, dedicated, interoperable network and ecosystem supporting voice, data, text, and video communications—technology they need to better communicate and collaborate across agencies and jurisdictions.

### **6.1. FirstNet Authority**

The First Responder Network Authority ("FirstNet Authority") is an independent authority within the U.S. Department of Commerce. Chartered in 2012, the FirstNet Authority is charged with carrying out public safety's vision of FirstNet, bringing first responders a dedicated communications ecosystem. The FirstNet Authority consulted extensively with each state, tribes, local governments, and the public safety community regarding how FirstNet will be deployed.

### **6.2. AT&T FirstNet Partnership**

Through a first of its kind public-private partnership with FirstNet, AT&T is responsible for building, maintaining, operating, and upgrading FirstNet for the next 25 years. AT&T is upgrading its existing wireless sites and building new wireless facilities to deploy the wireless spectrum set aside for public safety—Band 14. Band 14 is designed to be reliable, functional, safe, and secure and provide optimal levels of operational capacity at all times. Additionally, as of January 1, 2018,

FirstNet users have access to FirstNet on all AT&T commercial LTE bands, allowing them to also benefit from AT&T's overall improvements to its commercial network.

Simply put, FirstNet provides public safety users with the assurance of network access whenever they need it. Accordingly, AT&T must closely consider location, lease, and facility requirements for the siting, placement, and operation of FirstNet facilities to ensure that, over the course of its 25-year partnership, appropriate accommodations can be made to support the evolving mission-critical services of FirstNet.

### **6.3. FirstNet Coverage**

FirstNet, built by AT&T, will span all 50 states, five U.S. territories, and the District of Columbia, including rural communities and tribal lands in those states and territories. As an all-band solution, FirstNet is built on AT&T's commercial LTE bands in addition to Band 14. This gives FirstNet users access to even more coverage and capacity.

### **6.4. FirstNet Core**

FirstNet is a separate communications platform operating on a physically separate, dedicated core that is purpose-built for public safety based on their specifications and requirements. The FirstNet core is built on physically separate hardware, which effectively separate public safety's traffic from commercial traffic. The FirstNet core is also monitored 24/7/365 by a dedicated Security Operations Center with a dedicated team of experts.

### **6.5. Priority and Preemption**

A key differentiator of FirstNet is always-on priority and preemption with multiple priority levels that primary users can allocate as needed. This technology is available to FirstNet users over the AT&T LTE commercial bands and Band 14.

Priority means first responders connect first. Priority moves first responders to the front of the "communications line," prioritizing their network needs—they don't have to compete with non-emergency users for a connection.

Preemption goes a step further to make sure first responders can access FirstNet when they need to, 24/7/365. Preemption helps ensure first responders have the bandwidth they need, when they need it most—when the communications line becomes crowded, preemption shifts non-emergency traffic, freeing up space for FirstNet users to easily get through. Calls or texts to 911 will never be preempted or shifted from the network.

## **7. APPLICABLE LAW**

### **7.1. Local Codes**

Under Article 4.6, Section 4.6.130 and 4.6.140 of the Coos County Zoning and Land Development Ordinance, new wireless communications facilities that include support structures are subject to approval of an Administrative Conditional Use Application. The CCZLDO criteria governing

wireless communications facilities are specifically addressed in **Attachment 2, Statement of Code Compliance**.

## 7.2. Federal Law

Federal law, primarily found in the Telecommunications Act of 1996 (“Telecom Act”), acknowledges a local jurisdiction’s zoning authority over proposed wireless facilities but limits the exercise of that authority in several important ways.

**7.2.1. Local jurisdictions may not materially limit or inhibit.** The Telecom Act prohibits a local jurisdiction from taking any action on a wireless siting permit that “prohibit[s] or [has] the effect of prohibiting the provision of personal wireless services.” 47 U.S.C. § 332(c)(7)(B)(i)(II). According to the Federal Communications Commission (“FCC”) Order adopted in September 2018,<sup>1</sup> a local jurisdiction’s action has the effect of prohibiting the provision of wireless services when it “materially limits or inhibits the ability of any competitor or potential competitor to compete in a fair and balanced legal and regulatory environment.”<sup>2</sup> Under the FCC Order, an applicant need not prove it has a significant gap in coverage; it may demonstrate the need for a new wireless facility terms of adding capacity, updating to new technologies, and/or maintaining high quality service.<sup>3</sup>

While an applicant is no longer required to show a significant gap in service coverage, in the Ninth Circuit, a local jurisdiction clearly violates section 332(c)(7)(B)(i)(II) when it prevents a wireless carrier from using the least intrusive means to fill a significant gap in service coverage. *T-Mobile U.S.A., Inc. v. City of Anacortes*, 572 F.3d 987, 988 (9th Cir. 2009).

- **Significant Gap.** Reliable in-building coverage is now a necessity and every community’s expectation. Consistent with the abandonment of land line telephones and reliance on only wireless communications, federal courts now recognize that a “significant gap” can exist based on inadequate in-building coverage. See, e.g., *T-Mobile Central, LLC v. Unified Government of Wyandotte County/Kansas City*, 528 F. Supp. 2d 1128, 1168-69 (D.Kan. 2007), *affirmed in part*, 546 F.3d 1299 (10<sup>th</sup> Cir. 2008); *MetroPCS, Inc. v. City and County of San Francisco*, 2006 WL 1699580, \*10-11 (N.D. Cal. 2006).
- **Least Intrusive Means.** The least intrusive means standard “requires that the provider ‘show that the manner in which it proposes to fill the significant gap in service is the least intrusive on the values that the denial sought to serve.’” 572 F.3d at 995, *quoting MetroPCS, Inc. v. City of San Francisco*, 400 F.3d 715, 734 (9<sup>th</sup> Cir. 2005). These values are

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<sup>1</sup> *Accelerating Wireless and Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment*, Declaratory Ruling and Third Report and Order, WT Docket No. 17-79, WC Docket No. 17-84 (rel. Sept. 27, 2018); 83 Fed. Reg. 51867 (Oct. 15, 2018) (“FCC Order”).

<sup>2</sup> *Id.* at ¶ 35.

<sup>3</sup> *Id.* at ¶¶ 34-42.

reflected by the local code’s preferences and siting requirements.

**7.2.2. Environmental and health effects prohibited from consideration.** Also under the Telecom Act, a jurisdiction is prohibited from considering the environmental effects of RF emissions (including health effects) of the proposed site if the site will operate in compliance with federal regulations. 47 U.S.C. § 332(c)(7)(B)(iv). AT&T intends to operate the proposed facility in accordance with the Federal Communications Commission’s RF emissions regulations. Accordingly, this issue is preempted under federal law and any testimony or documents introduced relating to the environmental or health effects of the proposed site should be disregarded in this proceeding.

**7.2.3. No discrimination amongst providers.** Local jurisdiction also may not discriminate amongst providers of functionally equivalent services. 47 U.S.C. § 332(c)(7)(B)(i)(I). A jurisdiction must be able to provide plausible reasons for disparate treatment of different providers’ applications for similarly situated facilities.

**7.2.4. Shot Clock.** Finally, the Telecom Act requires local jurisdictions to act upon applications for wireless communications sites within a “reasonable” period of time. 47 U.S.C. § 332(c)(7)(B)(ii). The FCC has issued a “Shot Clock” rule to establish a deadline for the issuance of land use permits for wireless facilities. 47 C.F.R. § 1.6001, *et seq.* According to the Shot Clock rule, a reasonable period of time for local government to act on wireless applications is 90 days for a collocation application, with “collocation”<sup>4</sup> defined to include an attachment to any existing structure regardless of whether it already supports wireless, and 150 days for all other applications.

***Pursuant to federal law, the reasonable time period for review of this application is 150 days.***

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<sup>4</sup> 47 C.F.R. § 1.6002(g).

**STATEMENT OF CODE COMPLIANCE**  
**for**  
**WIRELESS COMMUNICATION FACILITY APPLICATION**  
**(AT&T—CB6158 HWY 42 & CABIN CREEK)**

**NOTE:** AT&T's responses to the applicable Coos County Zoning and Land Use Ordinance Section 4.6.130 and Section 4.6.140, below, are indicated in *bold, italicized, blue text*.

**ARTICLE 4.6 RESOURCE ZONING DISTRICT**  
**FOREST (F) AND FOREST MIXED USE (FMU)**  
**Coos County Land Use Ordinance**

**Section 4.6.110 Administrative Conditional Development and Use:**

The uses and their accessory uses listed in this section may be permitted as an administrative conditional use subject to applicable development standards for Forest and Forest Mixed Use zone and the following criteria

**1. Non-Residential Uses**

- (a) Log scaling and weigh stations.
- (b) Television, microwave and radio communication facilities and transmission towers.

***APPLICANT REPOSE: AT&T is proposing a new unmanned Wireless Communication Facility ("WCF") located in a Forest (F) zone.***

...

**Section 4.6.130 Addition Criteria for all Administrative and Hearings Body Application Review:**

All Conditional Use Applications (Administrative and Hearings Body) are subject to requirements that are designed to make the use compatible with forest operations and agriculture and to conserve values found on forest lands as follows:

1. The proposed use will not force a significant change in, or significantly increase the cost of, accepted farming or forest practices on agriculture or forest lands.

***APPLICANT REPOSE: The proposed tower is permitted in the F zone pursuant to Director's Review. The proposed use will not force a significant change in, or significantly increase the cost of, accepted farming or forest practices on agriculture or forest lands. This area is adjacent to an existing communications facility and is in close proximity to an existing road. (See Attachment 8—Zoning Drawings).***

2. The proposed use will not significantly increase fire hazard or significantly increase fire suppression costs or significantly increase risks to fire suppression personnel.

***APPLICANT REPOSE: The proposed tower is permitted in the F zone pursuant to Director's Review. The proposed use will not significantly increase fire hazard or significantly increase fire suppression costs or***

*significantly increase risks to fire suppression personnel. The proposed location is adjacent to an existing communications facility, on land that is gradually sloped, recently cleared, and is in close proximity to an existing road. (See Attachment 8—Zoning Drawings)*

3. All uses must comply with applicable development standards and fires siting and safety standards.

***APPLICANT REPOSE: This is an unmanned Wireless Communication Facility that will be run on propane powered generators at this location. Additionally, AT&T intends to comply with all development standards and fire siting and safety standards per the county's code. (See Attachment 8, Zoning Drawings)***

4. A "Forest Management Covenant", which recognized the right of adjacent and nearby landowners to conduct forest operations consistent with the Forest Practices Act and Rules, shall be recorded in the deed records of the County prior to any final County approval for uses authorizing any type of residential use in the Forest and Forest Mixed Use zones. There may be other criteria listed that applies to individual uses.

***APPLICANT REPOSE: Not applicable. The proposed WCF is an unmanned facility. There will be no change to existing covenants.***

5. The following siting criteria shall apply to all dwellings, including replacement dwellings, and structures in the Forest and Forest Mixed Use zones. Replacement dwellings may be sited in close proximity to the existing developed homesite. These criteria are designed to make such uses compatible with forest operations and agriculture, to minimize wildfire hazards and risks and to conserve values found on forest lands. These criteria may include setbacks from adjoining properties, clustering near or among existing structures, siting close to existing roads and siting on that portion of the parcel least suited for growing trees.

- a. Dwellings and structures shall be sited on the parcel so that:
  - i. They have the least impact on nearby or adjoining forest or agricultural lands.

***APPLICANT REPOSE: AT&T's proposed wireless facility has been designed to be consistent with all applicable provisions of this section, including the development and siting criteria standards under Section 4.6.140. (See Attachment 8, Zoning Drawings)***

- ii. The siting ensures that adverse impacts on forest operations and accepted farming practices on the tract will be minimized.

***APPLICANT REPOSE: AT&T's proposed wireless facility has been designed to be consistent with all applicable provisions of this section, including the development and siting criteria standards under Section 4.6.140. The proposed location will not force a significant change in forest practices on the tract. Of note, AT&T is proposing to site its facility next to an existing wireless tower on the property to cluster the uses and minimize possible adverse impacts. (See Attachment 8, Final Zoning Drawings)***

- iii. The amount of forest lands used to site access roads, service corridors, the dwelling and structures is minimized. And

**APPLICANT REPOSE:** *AT&T's proposed new wireless facility will only use a 80x80ft lease area (plus 10ft access driveway) of forest land on a 39 acre parcel. Additionally, as noted, AT&T is proposing to site its facility next to an existing wireless tower on the property to cluster the uses and minimize the amount of forest lands used. Additionally, because the proposed location for AT&T's facility is located next to an existing forest access road, no additional forest land will be utilized to construct an access road. AT&T's proposed facility has been designed to be consistent with all applicable provisions of this section, including the development and siting criteria standards under Section 4.6.140. (See Attachment 8, Zoning Drawings)*

- iv. The risks associated with wildfires are minimized.

**APPLICANT REPOSE:** *AT&T's proposed wireless facility has been designed to be consistent with all applicable provisions of this section, including the development and siting criteria standards under Section 4.6.140, including the fire break requirements prescribed. (See Attachment 8, Final Zoning Drawings)*

- b. The applicant shall provide evidence that the domestic water supply is from a source authorized in accordance with the Water Resources Department's administrative rules for the appropriation of ground water or surface water and not from a Class II stream as defined in the Forest Practices Rules. For the purposed of this Section, evidence of a domestic water supply means:
  - i. Verification from a water purveyor that the use described in the application will be served by the purveyor under the purveyor's rights to appropriate water.
  - ii. A water use permit issued by the Water Resources Department for the use described in the application. Or
  - iii. Verification from the Water Resources Department that a water use permit is not required for the use described in the application. If the proposed water supply is from a well and is exempt from permitting requirements under ORS 537.545, the applicant shall submit the well constructor's report to the County upon completion of the well.

**APPLICANT REPOSE:** *Not applicable. The proposed WCF is an unmanned facility that will not be connected to a water source.*

- 6. As a condition of approval, if road access to the dwelling is by a road owned and maintained by a private party or by the Oregon Department of Forestry, the United States Bureau of Land Management, or the United States Forest Service, then the applicant shall provide proof of a long-term road access use permit or agreement. The road use permit may require the applicant to agree to accept responsibility for road maintenance.

**APPLICANT REPOSE:** *Please see the Application Document with signatures from the underlying property owner. AT&T is well into lease negotiations with the applicable parties for access to and use of the proposed lease area. AT&T respectfully asks that the County approve this WCF Application with*



***the understanding that formal lease and easement agreements will be secured prior to commencement of construction. AT&T is also amenable to this being a condition of approval.***

7. Approval of a dwelling shall be subject to the following additional requirements:
- a. Approval of a dwelling requires the owner to plant a sufficient number of trees on the tract to demonstrate that the tract is reasonably expected to meet Department of Forestry stocking requirements at the time specified in Department of Forestry administrative rules.
  - b. The Planning Department shall notify the County Assessor of the above condition at the time the dwelling is approved.
  - c. If the lot or parcel is more than 10 acres, the property owner shall submit a stocking survey report to the County Assessor and the Assessor will verify that the minimum stocking requirements have been met by the time required by Department of Forestry Rules. The Assessor will inform the Department of Forestry in cases where the property owner has not submitted a stocking survey report of where the survey report indicates that minimum stocking requirements have not been met.
  - d. Upon notification by the Assessor the Department of Forestry will determine whether the tract meets minimum stocking requirements of the Forest Practices Act. If the Department of Forestry determines that the tract does not meet those requirements, it will notify the owner and Assessor that the land is not being managed as forest land. The Assessor will then remove the forest land designation pursuant to ORS 321.359 and impose the additional tax pursuant to ORS 321.372.
  - e. The county governing body or its designate shall require as a condition of approval of a single-family dwelling under ORS 215.213, 215.383 or 215.284 or otherwise in a farm or forest zone, that the landowner for the dwelling sign and record in the deed records for the county a document binding the landowner, and the landowner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices for which no action or claim is allowed under ORS 30.936 or 30.937.

***APPLICANT REPOSE: Not applicable. No dwellings are proposed.***

**Section 4.6.140 Development and Siting Criteria:**

This section contains all of the development standards for uses (unless otherwise accepted out by a use review) and all of the siting standards for development.

1. Minimum Lot Size for the creation of new parcels shall be at least 80 acres. Minimum lot size will not affect approval for development unless specified in use. The size of the parcel will not prohibit development as long as it was lawfully created or otherwise required to be a certain size in order to qualify for a use.

***APPLICANT REPOSE: Not applicable. No lots are being created.***

2. Setbacks: All buildings or structures with the exception of fences shall be set back a minimum of thirty-five (35) feet from any road right-of-way centerline, or five (5) feet from any right-of-way line, whichever is greater.

**APPLICANT RESPONSE: AT&T's proposed wireless facility has been designed to be consistent with all applicable provisions of this section. (See Attachment 8, Zoning Drawings)**

3. Fences, Hedges and Walls: No requirement, except for vision clearance provisions in Section 7.1.525.

**APPLICANT RESPONSE: Not applicable.**

4. Off-Street Parking and Loading: See Chapter VII.

**APPLICANT RESPONSE: Not applicable.**

5. Minimizing Impacts: In order to minimize the impact of dwellings in forest lands, all applicants requesting a single family dwelling shall acknowledge and file in the deed record of Coos County, a Forest Management Covenant. The Forest Management Covenant shall be filed prior to any final County approval for a single family dwelling.

**APPLICANT RESPONSE: Not applicable. No new dwellings are being constructed as a result of this project.**

6. Riparian Vegetation Protection. Riparian vegetation within 50 feet of a wetland, stream, lake or river, as identified on the Coastal Shoreland and Fish and Wildlife habitat inventory maps shall be maintained except that:
  - a. Trees certified as posing an erosion or safety hazard. Property owner is responsible for ensuring compliance with all local, state and federal agencies for the removal of the tree.
  - b. Riparian vegetation may be removed to provide direct access for a water-dependent use if it is a listed permitted within the zoning district;
  - c. Riparian vegetation may be removed in order to allow establishment of authorized structural shoreline stabilization measures;
  - d. Riparian vegetation may be removed to facilitate stream or stream bank clearance projects under a port district, ODFW, BLM, Soil & Water Conservation District, or USFS stream enhancement plan;
  - e. Riparian vegetation may be removed in order to site or properly maintain public utilities and road right-of-ways;
  - f. Riparian vegetation may be removed in conjunction with existing agricultural operations (e.g., to site or maintain irrigation pumps, to limit encroaching brush, to allow harvesting farm crops customarily grown within riparian corridors, etc.) provided that such

vegetation removal does not encroach further into the vegetation buffer except as needed to provide an access to the water to site or maintain irrigation pumps; or

- g. The 50 foot riparian vegetation setback shall not apply in any instance where an existing structure was lawfully established and an addition or alteration to said structure is to be sited not closer to the estuarine wetland, stream, lake, or river than the existing structure and said addition or alteration represents not more than 100% of the size of the existing structure's "footprint".
- h. Riparian removal within the Coastal Shoreland Boundary will require a conditional use. See Special Development Considerations Coastal Shoreland Boundary.
- i. The 50' measurement shall be taken from the closest point of the ordinary high water mark to the structure using a right angle from the ordinary high water mark.

***APPLICANT REPOSE: Not applicable. The proposed location is not within 50 feet of a wetland, stream, lake or river.***

- 7. All new dwellings and permanent structures and replacement dwellings and structures shall, at a minimum, meet the following standards. The dwelling shall be located within a fire protection district or shall be provided with residential fire protection by contract. If the dwelling is not within a fire protection district, the applicant shall provide evidence that the applicant has asked to be included within the nearest such district. If the applicant is outside the rural fire protection district, the applicant shall provide evidence that they have contacted the Coos Forest Protective Association of the proposed development.

***APPLICANT REPOSE: The proposed new structure is an unmanned wireless facility. AT&T respectfully requests the County to determine that inclusion in a fire protection district or contracting for residential fire protection is impracticable and provide an alternative means for protecting the structure from fire hazards, if such means are deemed necessary.***

- 8. The Planning Director may authorize alternative forms of fire protection when it is determined that these standards are impractical that shall comply with the following:
  - a. The means selected may include a fire sprinkling system, onsite equipment and water storage or other methods that are reasonable, given the site conditions;
  - b. If a water supply is required for fire protection, it shall be a swimming pool, pond, lake, or similar body of water that at all times contains at least 4,000 gallons or a stream that has a continuous year round flow of at least one cubic foot per second;
  - c. The applicant shall provide verification from the Water Resources Department that any permits or registrations required for water diversion or storage have been obtained or that permits or registrations are not required for the use; and
  - d. Road access shall be provided to within 15 feet of the water's edge for firefighting pumping units. The road access shall accommodate the turnaround of firefighting

equipment during fire season. Permanent signs shall be posted along the access route to indicate the location of the emergency water source.

**APPLICANT REPOSE:** *The proposed new structure is an unmanned wireless facility. AT&T respectfully requests the County to determine that inclusion in a fire protection district or contracting for residential fire protection is impracticable and provide an alternative means for protecting the structure from fire hazards, if such means are deemed necessary.*

9. Fire Siting Standards for New Dwellings:

- a. The property owner shall provide and maintain a water supply of at least 500 gallons with an operating water pressure of at least 50 PSI and sufficient ¾ inch garden hose to reach the perimeter of the primary fuel-free building setback.
- b. If another water supply (such as a swimming pool, pond, stream, or lake) is nearby, available, and suitable for fire protection, then road access to within 15 feet of the water's edge shall be provided for pumping units. The road access shall accommodate the turnaround of firefighting equipment during the fire season. Permanent signs shall be posted along the access route to indicate the location of the emergency water source.

**APPLICANT REPOSE:** *Not applicable.*

10. Firebreak:

- a. This firebreak will be a primary safety zone around all structures. Vegetation within this primary safety zone may include mowed grasses, low shrubs (less than ground floor window height), and trees that are spaced with more than 15 feet between the crowns and pruned to remove dead and low (less than 8 feet from the ground) branches. Accumulated needles, limbs and other dead vegetation should be removed from beneath trees.
- b. Sufficient garden hose to reach the perimeter of the primary safety zone shall be available at all times.
- c. The owners of the dwelling shall maintain a primary fuel-free break area surrounding all structures and clear and maintain a secondary fuel-free break on land surrounding all structures and clear and maintain a secondary fuel-free break area on land surrounding the dwelling that is owned or controlled by the owner in accordance with the provisions in "Recommended Fire Siting Standards for Dwellings and Structures and Fire Safety Design Standards for Roads" dated March 1, 1991, and published by Oregon Department of Forestry and shall demonstrate compliance with Table 1, [per the code].

**APPLICANT REPOSE:** *AT&T's proposed wireless facility has been designed to be consistent with all applicable provisions of this section, including the fuel-free break requirements prescribed in this section. (See Attachment 8, Zoning Drawings)*

11. All new and replacement structures shall use non-combustible or fire resistant roofing materials, as may be approved by the certified official responsible for the building permit.

**APPLICANT REPOSE: AT&T's proposed wireless facility has been designed to be consistent with all applicable provisions of this section, including the fuel-free break requirements prescribed in this section. (See Attachment 8, Zoning Drawings)**

12. If a water supply exceeding 4,000 gallons is suitable and available (within 100 feet of the driveway or road) for fire suppression, then road access and turning space shall be provided for fire protection pumping units to the source during fire season. This includes water supplies such as a swimming pool, tank or natural water supply (e.g. pond).

**APPLICANT REPOSE: Not applicable.**

13. The dwelling shall not be sited on a slope of greater than 40 percent.

**APPLICANT REPOSE: The proposed Facility is near an existing access road and is located on land with a gradual slope (less than 40%). (See Attachment 8, Zoning Drawings)**

14. If the dwelling has a chimney or chimneys, each chimney shall have a spark arrester.

**APPLICANT REPOSE: Not applicable.**

15. The dwelling shall be located upon a parcel within a fire protection district or shall be provided with residential fire protection by contract. If the dwelling is not within a fire protection district, the applicant shall provide evidence that the applicant has asked to be included within the nearest such district.

**APPLICANT REPOSE: The proposed new structure is an unmanned wireless facility. AT&T respectfully requests the County to determine that inclusion in a fire protection district or contracting for residential fire protection is impracticable and provide an alternative means for protecting the structure from fire hazards, if such means are deemed necessary.**

16. Except for private roads and bridges accessing only commercial forest uses, public roads, bridges, private roads and driveways shall be constructed so as to provide adequate access for firefighting equipment.

**APPLICANT REPOSE: Not applicable. The roads**

17. Access to new dwellings shall meet road and driveway standards in Chapter VII.

**APPLICANT RESPONSE: Not applicable. No new dwellings are proposed.**



**Coos County Planning Department**  
Coos County Courthouse Annex, Coquille, Oregon 97423  
Mailing Address: Planning Department, Coos County Courthouse, Coquille, Oregon 97423  
(541) 396-7770  
FAX (541) 396-1022 / TDD (800) 735-2900

**Jill Rolfe Planning Director**

## CONSENT

On this 4<sup>th</sup> day of January, 2019,

I, Weyerhaeuser Company, a Washington Corporation  
(Print Owners Name as on Deed)

as owner/owners of the property described as Township 30 South, Range 10 West,

Section Section 9, Tax Lot 500, Deed Reference 2017-03170

hereby grant permission to Craig Brunkenhoefer so that a(n)  
(Print Name)

Land Use application can be submitted to the Coos  
(Print Application Type)

County Planning Department.

Owners Signature/s Michelle Metcalf

Michelle Metcalf as Recreational Access Manager for Weyerhaeuser Company

**G. Authorization:**

**All areas must be initialed by all applicant(s) prior to the Planning Department accepting any application unless the statement is not applicable. If one of the statements, below is not applicable to your request indicated by writing N/A.**

CB

I hereby attest that I am authorized to make the application for a conditional use 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.

CB

**ORS 215.416 Permit application; fees; consolidated procedures; hearings; notice; approval criteria; decision without hearing.** (1) When required or authorized by the ordinances, rules and regulations of a county, an owner of land may apply in writing to such persons as the governing body designates, for a permit, in the manner prescribed by the governing body. The governing body shall establish fees charged for processing permits at an amount no more than the actual or average cost of providing that service. The Coos County Board of Commissioners adopt a schedule of fees which reflect the average review cost of processing and set-forth that the Planning Department shall charge the actual cost of processing an application. Therefore, upon completion of review of your submitted application/permit a cost evaluation will be done and any balance owed will be billed to the applicant(s) and is due at that time. By signing this form you acknowledge that you are responsible to pay any debt caused by the processing of this application. Furthermore, the Coos County Planning Department reserves the right to determine the appropriate amount of time required to thoroughly complete any type of request and, by signing this page as the applicant and/or owner of the subject property, you agree to pay the amount owed as a result of this review. If the amount is not paid within 30 days of the invoice, or other arrangements have not been made, the Planning Department may choose to revoke this permit or send this debt to a collection agency at your expense.

CB

I understand it is the function of the planning office 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.

CB

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.

  
\_\_\_\_\_  
Applicant(s) Original Signature

\_\_\_\_\_  
Applicant(s) Original Signature

Craig Brunkenhoefer  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

## List of all Parcels Owned with Common Boundary to Project Parcel

| Parcel/Account No. | Owner        | Map No.        | Homes/Development |
|--------------------|--------------|----------------|-------------------|
| 1247201            | Weyerhaeuser | 30S10000000501 | None              |
| 1250200            | Weyerhaeuser | 30S10100000100 | None              |
| 1246700            | Weyerhaeuser | 30S10030001000 | None              |
| 1247800            | Weyerhaeuser | 30S10000000700 | None              |
| 1254200            | Weyerhaeuser | 30S10150000200 | None              |
| 1259601            | Weyerhaeuser | 30S10230000300 | None              |
| 1259600            | Weyerhaeuser | 30S10230000400 | None              |
| 1252600            | Weyerhaeuser | 30S10130000200 | None              |



After recording return to:  
Weyerhaeuser Company  
220 Occidental Ave South  
Seattle, WA 98104  
Attention: Law Department

This space reserved for recorder's use.

|  |                        |
|--|------------------------|
| COOS COUNTY, OREGON                          | 2017-03170             |
| \$201.00                                     | 04/10/2017 01:09:01 PM |
| DEBBIE HELLER, CEA, COOS COUNTY CLERK Pgs=32 |                        |

GRANTOR: Plum Creek Timberlands, LP  
by Weyerhaeuser Company, as successor by  
merger

Until a change is requested, all tax  
statements shall be sent to Grantee at the  
following address:

Weyerhaeuser Company  
220 Occidental Ave South  
Seattle, WA 98104  
Attn: Tax Department – Dawn Byers

GRANTEE: Weyerhaeuser Company

#### STATUTORY SPECIAL WARRANTY DEED

WEYERHAEUSER COMPANY, a Washington corporation, as successor by merger to PLUM CREEK TIMBERLANDS, L.P., a Delaware limited partnership, whose address is 220 Occidental Ave South, Seattle, WA 98104, ("Grantor") conveys and specially warrants to WEYERHAEUSER COMPANY, a Washington corporation, ("Grantee") the real property in Coos County, Oregon, more particularly described on Exhibit A attached hereto and by this reference incorporated herein, free of encumbrances created or suffered by the Grantor, except for all easements, covenants, restrictions, title and survey exceptions and other matters of record affecting such real property .

A Certificate of Merger filed with the Washington Secretary of State as evidence of the merger of Plum Creek Timberlands, L.P, with and into Weyerhaeuser Company, effective September 28, 2016, is attached hereto as Exhibit B and incorporated herein by this reference.

The true consideration for this conveyance in terms of dollars is \$ -0-; however the actual consideration consists of or includes other property or other value given or promised.

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.

Executed this 3<sup>d</sup> day of April, 2017.

GRANTOR:

**WEYERHAEUSER COMPANY**, a Washington corporation, as successor by merger to **PLUM CREEK TIMBERLANDS, L.P.**

By: \_\_\_\_\_

James R. Johnston  
Its: Vice President

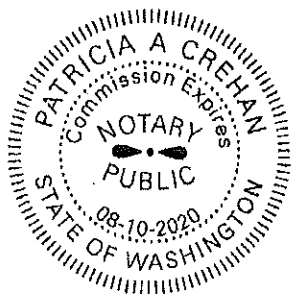


**ACKNOWLEDGEMENT**

STATE OF WASHINGTON )  
                                  ) ss  
COUNTY OF KING )

On this 3<sup>d</sup> day of April, 2017, before me personally appeared James R. Johnston, within my jurisdiction, the within named Vice President of Weyerhaeuser Company, a Washington corporation, as successor by merger to Plum Creek Timberlands, L.P., a Delaware limited partnership, and that for and on behalf of the said corporation, and its act and deed he executed the above and foregoing instrument, after first being duly authorized by said corporation to do so.

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



\_\_\_\_\_  
Patricia A. Crehan  
Notary Public in and for the  
State of Washington  
State of Washington Notary ...  
My appointment expires: 8/10/20

**EXHIBIT A**

**Legal Description**

All of the property listed below which is in the name of Grantor located in Coos County, Oregon unless since conveyed by Grantor:

**TOWNSHIP 25 SOUTH RANGE 12 WEST:**

Section 31 T 25S R 12W: All that portion of Government Lot 4, lying North of the cut off Channel between Coos River and Catching Inlet.

**TOWNSHIP 26 SOUTH RANGE 12 WEST:**

Section 06 T 26S R 12W: Lots 4, 5 and 6, Block 13, Graves Addition to the City of Marshfield, Coos County, Oregon.

**TOWNSHIP 26 SOUTH RANGE 13 WEST:**

Section 01 T 26S R 13W: GOV'T LOT 1 FRAC. GOV'T LOT 2 LESS EXCEPTIONS.

Section 01 T 26S R 13W: W1/2NE1/4.

**TOWNSHIP 27 SOUTH RANGE 13 WEST:**

Section 03 T 27S R 13W: Tidelands fronting and abutting on government Lots 3, 5 and 6 EXCEPTING THEREFROM THE FOLLOWING: Beginning at the intersection of the South line of Government Lot 5 with the low water line on the West side of Isthmus Slough; thence West along the South line of said Government Lot 5 a distance of 350 feet to the Northeast corner of the NW¼ of the SE¼, thence due North 250 feet, more or less, to the low water line on the West side of Isthmus Slough; thence Southeasterly along the said low water line of Isthmus Slough 420 feet to the point of beginning.

Section 32 T 27S R 13W: Tidelands fronting and abutting Government Lot 1.

**TOWNSHIP 28 SOUTH, RANGE 9 WEST:**

Section 08 T 28S R 09W: W1/2 AND SE1/4.

Section 10 T 28S R 09W: ALL.

Section 14 T 28S R 09W: ALL, EXCEPT BPA RIGHT OF WAY.

Section 16 T 28S R 09W: ALL.

Section 18 T 28S R 09W: ALL, LESS BPA RIGHT OF WAY.

Section 20 T 28S R 09W: ALL.

Section 22 T 28S R 09W: E1/2 AND NE1/4NW1/4.

Section 24 T 28S R 09W: ALL.

Section 26 T 28S R 09W: ALL.

Section 28 T 28S R 09W: W1/2 and NE 1/4.

Section 30 T 28S R 09W: GOV'T LOTS 2, 3, 4, S1/2NE1/4, SE1/4, E1/2SW1/4 AND SE1/4NW1/4.

Section 32 T 28S R 09W: ALL.

Section 34 T 28S R 09W: ALL.

**TOWNSHIP 28 RANGE 10 WEST:**

Section 26 T 28S R 10W: N1/2S1/2.

Section 27 T 28S R 10W: W1/2SE1/4 AND SE1/4SE1/4.

Section 28 T 28S R 10W: S1/2S1/2 AND NW1/4SE1/4.

Section 31 T 28S R 10W: GOV'T LOT 1, S1/2NE1/4, and N1/2NW1/4.

Section 32 T 28S R 10W: ALL.

Section 33 T 28S R 10W: W1/2W1/2.

Section 34 T 28S R 10W: SE1/4 NW1/4, NE1/4 SW 1/4, W1/2 W1/2.

Section 35 T 28S R 10W: W1/2E1/2, SESW.

Section 35 T 28S R 10W: E/2 NW, NESW.

**TOWNSHIP 29 SOUTH RANGE 9 WEST:**

Section 04 T 29S R 09W: ALL.

Section 06 T 29S R 09W: ALL.

**Section 08 T 29S R 09W:** NE1/4 AND S1/2.

**Section 16 T 29S R 09W:** ALL.

**Section 17 T 29S R 09W:** NW1/4SE1/4 AND SE1/4SW1/4.

**Section 18 T 29S R 09W:** GOV'T LOTS 3, 4,5,6,7, SE1/4, E1/2SW1/4 AND SE1/4NW1/4.

**Section 19 T 29S R 09W:** W1/2SW.

**Section 19 T 29S R 09W:** GOV'T LOT 2, S1/2 NW.

**Section 19 T 29S R 09W:** SWSE.

**Section 19 T 29S R 09W:** GOV'T LOTS 3, 4, NE1/4 NE1/4, S1/2NE1/4, E1/2SW1/4, N1/2SE1/4, AND SE1/4SE1/4.

**Section 20 T 29S R 09W:** ALL.

**Section 28 T 29S R 09W:** NW 1/4.

**Section 28 T 29S R 09W:** SW 1/4.

**Section 29 T 29S R 09W:** SW1/4NE1/4, NW1/4SE1/4, SE1/4SE1/4, S1/2NW1/4 AND NW1/4NW1/4.

**Section 30 T 29S R 09W:** LOTS 3 AND 4, E1/2SW1/4, SE1/4; N1/2.

**Section 31 T 29S R 09W:** E/2 NE, SE1/4; SW1/4NE1/4, NW1/4SE1/4, SE1/4SE1/4, S1/2NW1/4 AND NW1/4NW1/4.

**Section 31 T 29S R 09W:** E1/2SW1/4.

**Section 31 T 29S R 09W:** NWNE, NE1/4NW1/4.

**Section 32 T 29S R 09W:** E1/2, E1/2 NW1/4 AND N1/2SW1/4.

**Section 32 T 29S R 09W:** W1/2 NW 1/4.

**Section 33 T 29S R 09W:** SW1/4SW1/4.

**TOWNSHIP 29 SOUTH, RANGE 10 WEST:**

**Section 02 T 29S R 10W:** GOV'T LOT 2, SW1/4NE1/4, NW1/4SE1/4, NE1/4SW1/4

AND SW1/4NW1/4.

**Section 04 T 29S R 10W:** ALL LESS

**Section 05 T 29S R 10W:** GOV'T LOTS 1, 2, 3 & 4.

**Section 08 T 29S R 10W:** S1/2NE1/4, S1/2 AND W1/2NW1/4.

**Section 08 T 29S R 09W:** NE1/4 AND S1/2.

**Section 09 T 29S R 10W:** W1/2SW1/4.

**Section 10 T 29S R 10W:** NW1/4.

**Section 12 T 29S R 10W:** N1/2 N1/2.

**Section 12 T 29S R 10W:** S1/2NE, SENW, NESW AND SE.

**Section 17 T 29S R 10W:** N1/2.

**Section 19 T 29S R 10W:** ALL FRACTIONAL.

**Section 20 T 29S R 10W:** N1/2NE, SWNE AND NWSE.

**Section 20 T 29S R 10W:** S1/2SE, SENE AND NESE.

**Section 22 T 29S R 10W:** NW1/4.

**Section 22 T 29S R 10W:** PARCEL 1: The E1/2 of SE1/4; PARCEL 2: The W1/2 of SE1/4, S1/2 of NE1/4, and NW1/4 of tNE1/4 EXCEPTING THEREFROM: Beginning at a 5/8 inch iron rod from which the South quarter corner of Section 22, Township 29 South, Range 10 West of the Willamette Meridian, Coos County, Oregon bears South 20 13' West 1521.95 feet; thence along the North-South center line of said Section 22 North 20.13; East 344.0 feet to a 5/8 inch iron rod; thence South 8704.71 East 613.26 feet to a 5/8 inch iron rod; thence along the Westerly line of Sandy Creek County Road South 90.14' East 193.34 feet to a point; thence S10°39' W 156.18 feet to a 5/8 inch iron rod; thence N87°47' W 628.73 feet to the point of beginning. Being Tax Lots 300 and 301, Section 22, T. 29S. R. 10 W., W.M., in Coos County, Oregon, containing 269.09 acres, more or less.

**Section 23 T 29S R 10W:** GOV'T LOTS 3 & 6.

**Section 28 T 29S R 10W:** W1/2NE1/4 AND N1/2NW1/4.

**Section 29 T 29S R 10W:** E1/2NE1/4.

**Section 30 T 29S R 10W:** GOV'T LOTS 1,4,5,6, SE1/4, SW1/4NE1/4 AND THAT PORTION OF GOV'T LOT 3 AND S1/2 OF GOV'T LOT 2, LYING EAST OF THE MIDDLE FORK OF THE COQUILLE RIVER.

**Section 32 T 29S R 10W:** FRAC NE1/4NE1/4, E1/2SW1/4 AND SW1/4SW1/4. LESS the NE1/4NE1/4 conveyed to Pacific West Timber Company in Special Warranty Deed dated 10/28/2011.

**Section 36 T 29S R 10W:** GOV'T LOTS 1,2,6,7, S1/2NE1/4 AND E1/2SW1/4.

**TOWNSHIP 29 SOUTH RANGE 11 WEST:**

**Section 30 T 29S R 11W:** NE1/4 SW1/4.

**TOWNSHIP 29 SOUTH: RANGE 12 WEST:**

**Section 17 T 29S R 12W:** LOTS 6 & 7, SMITH'S SECOND ADDITION TO THE TOWN OF MYRTLE POINT (MP SHOP AREA).

**TOWNSHIP 30 SOUTH RANGE 10 WEST:**

**Section 01 T 30S R 10W:** GOV'T LOTS 1, 2, and 3.

**Section 03 T 30S R 10W:** W1/2SW1/4 AND GOV'T LOT 3, LYING EAST OF THE RELOCATED COOS BAY- ROSEBURG STATE HIGHWAY NO. 42. LESS 28.4 acres in GOV'T LOT 3, LYING EAST OF THE RELOCATED COOS BAY- ROSEBURG STATE HIGHWAY NO. 42 conveyed to Pacific West Timber Company in Special Warranty Deed dated 10/28/2011.

**Section 04 T 30S R 10W:** ALL FRACTIONAL.

**Section 05 T 30S R 10W:** Government Lots 1, 2, 3 and SE1/4NW1/4

**Section 06 T 30S R 10W:** GOVERNMENT LOTS 6 & 7.

**Section 08 T 30S R 10W:** ALL.

**Section 09 T 30S R 10W:** E1/2 AND NE1/4NW1/4.

**Section 10 T 30S R 10W:** ALL EXCEPT STATE HWY 42 LESS 273.4 acres in that portion of the E1/2 lying East of the relocated Coos Bay-Roseburg State Highway No, 42, conveyed to Pacific West Timber Company in Special Warranty Deed dated 10/28/2011.

**Section 13 T 30S R 10W:** S1/2N1/2 AND S1/2, EXCEPT STATE HWY 42. LESS 39 acres in that portion of the S 1/2N1/2 lying North of the relocated Coos-Bay-Roseburg State Highway No. 42 conveyed to Pacific West Timber Company in Special Warranty Deed dated 10/28/2011.

**Section 14 T 30S R 10W:** SW1/4, N1/2, INCLUDES LOGGING ROAD RIGHT OF WAY IN SE1/4, LESS EXCEPTIONS (SEE DEED). LESS 210.5 acres in that portion of the N1/2 lying North of the relocated Coos Bay-Roseburg State Highway No. 42.

**Section 15 T 30S R 10W:** SE1/4(INCLUDING LOGGING ROAD RIGHT OF WAY), N1/2SW1/4, N1/2, LESS STATE HWY 42 AND OTHER EXCEPTION (SEE DEED) LESS 60.6 acres in that portion of the NE1/4 lying North and East of the relocated Coos Bay-Roseburg State Highway No. 42, conveyed to Pacific West Timber Company in Special Warranty Deed dated 10/28/2011.

**Section 16 T 30S R 10W:** ALL.

**Section 17 T 30S R 10W:** NW1/4NE1/4 AND N1/2NW1/4.

**Section 18 T 30S R 10W:** GOV'T LOTS 9 & 10 AND LOGGING RD RIGHT OF WAY IN W1/2.

**Section 19 T 30S R 10W:** S1/2SE1/4, NW1/4SE1/4 AND A strip of land in the N 1/2 extending 30 feet on either side of a center line, more particularly described as follows: Beginning at a point in the West line of said W 1/2 of Section 18, Township 30 South, Range 10 West of W.M., Coos County, Oregon, 1367.5 feet N 00° 18' E of the West quarter corner of said Section 18 and known as Engineer's station 78+79.7; thence extending N78° 02' W E 86.0 feet to a point; thence N82° 28' E 114.5 feet to a point; thence N85° 55' E 154.4 feet to a point; thence N89° 40' E 503.5 feet to a point; thence on the arc of a 30° curve to the right of 193.18 feet radius, through a central angle of N54° 58' 183.2 feet to a point; thence S35° 22' E 128.1 feet to a point; thence on the arc of a 40° curve to the left of 146.19 feet radius, through a central angle of S51° 55' W 129.8 feet to a point; thence S87° 17' W East 360.1 feet to a point; thence on the arc of 36° curve to the right of 161.80 feet radius through a central angle of S37° 40' W 104.7 feet to a point; thence S49° 37' E 64.8 feet to a point; thence on the arc of a 40° curve to the left of 146.19 feet radius, through a central angle of S35° 36' W 89.0 feet to a point; thence S85° 13' W East 59.2 feet to a point; thence on the arc of a 10° curve to the right of 573.69 feet radius, through a central angle of 24° 03' 240.5 feet to a point; thence S61° 10' W East 624.9 feet to a point; thence S68° 07' W East 103.9 feet to a point; thence S52° 02' E 104.0 feet to a point; thence S59° 16' E 193.8 feet to a point; thence S36° 49' W East 102.4 feet to a point; thence S30° 10' E 117.4 feet to a point; thence S47° 57' E 82.1 feet to a point; thence S01° 15' W 115.0 feet to a point; thence S09° 28' E 100.4 feet to a point; thence S15° 20' W East 222.9 feet to a point; thence S03° 00' W 171.7 feet to a point; thence S13° 59' W 124.2 feet to a point thence S28° 05' W 75.4 feet to a point; thence S20° 54' W 73.9 feet to a point thence S28° 06' E 108.3 feet to a point; thence S40° 28' W East 252.7 feet to a point; thence S17° 56' W East 546.9 feet to a point;



thence S25° 07' W East 97.7 feet to a point; thence S 17° 44' W East 291.1 feet to a point; thence on the arc of a 32° curve to the right of 181.40 feet radius, through a central angle of S37° 34' 117.4 feet to a point; thence S19° 49' W 199.3 feet to a point; thence S24° 00' W 245.8 feet to a point; thence S23° 19' W 142.5 feet to a point; thence on the arc of a 40° curve to the left of 146.19 feet radius, through a central angle of 27° 43' 69.3 feet to a point in the South line of said Section 18, Township 30 South, Range 10 West of the Willamette Meridian, Coos County, Oregon, 427.0 feet North 89° 44' West of the South quarter corner thereof where the tangent to the curve bears S04° 24' E and known as Engineer's Station 145+75.3; thence continuing on the arc of said 40° curve to the left of 146.19 feet radius, through an additional central angle of S13°14' W 33.1 feet to a point; thence S17° 38' W East 34.7 feet to a point; thence on the arc of a 22° curve to the left of 262.04 feet radius through a central angle of S76° 48' W 349.1 feet to a point; thence N85° 33' East 65.6 feet to a point; thence on the arc of a 36° curve to the right of 161.80 feet radius, through a central angle of S41° 44' 115.9 feet to a point; thence S52° 43' E 77.8 feet to a point; thence S48° 11' W East 228.8 feet to a point; thence S44° 31.5' E 207.0 feet to a point; thence on the arc of a 14° curve to the right of 410.28 feet radius, through a central angle of 24° 51' 177.5 feet to a point; thence S19° 40.5' East 99.7 feet to a point; thence S03° 43' E 100.2 feet to a point; thence S11° 52.5' W 362.0 feet to a point in the South line of the N 1/2 of the NE 1/4 of Section 19, Township 30 South, Range 10 West of the Willamette Meridian, Coos County, Oregon 486.1 feet S88° 46' E of the SW corner thereof and known as Engineer's Station 164+26.7(including Logging Road Right of Way).

**Section 20 T 30S R 10W:** NW NE, N/2 NW.

**Section 21 T 30S R 10W:** ALL.

**Section 22 T 30S R 10W:** ALL.

**Section 23 T 30S R 10W:** S1/2.

**Section 23 T 30S R 10W:** A strip of land 50 feet in width on each side of the following described center line to wit: Beginning at a point which lies 730 feet East and 48 feet South from the NW corner of Section 23; thence through the NW ¼ of the NW ¼ of said Section as follows: S49° 15' E 138 feet; thence S03° 45' E 98 feet; thence S45° 00' W 88 feet; thence S07° 15' E 76 feet; thence S33° 40' E 181 feet; thence S02° 20'E 183 feet; thence S61° 15' W 83 feet; thence N75° 00' W 146 feet; thence N89° 00' W 266.5 feet; thence S88° 45' W 110 feet; thence S81° 15' W 221.5 feet; thence S72° 15' W 80.6 feet to a point on the W line of Section 23 which lies 782 feet S of the NW corner of Section 23, being a portion of the NW ¼ of the NW ¼ of said Section 23.

**Section 23 T 30S R 10W:** NE1/4.

**Section 24 T 30S R 10W:** S1/2.

**Section 25 T 30S R 10W: ALL.**

**Section 26 T 30S R 10W: ALL.**

**Section 27 T 30S R 10W: ALL.**

**Section 28 T 30S R 10W: ALL.**

**Section 29 T 30S R 10W: E1/2, N/2 SW1/4; S1/2 of SW1/4; AND SW1/4NW1/4.**

**Section 30 T 30S R 10W: NENE, LOTS 1, 2, 3.**

**Section 30 T 30S R 10W: SOUTH 3/4 FRACTIONAL SECTION.**

**Section 31 T 30S R 10W: GOV'T LOTS 1-12, N1/2NE1/4, SW1/4NE1/4 AND SE1/4.**

**Section 32 T 30S R 10W: ALL.**

**Section 33 T 30S R 10W: ALL.**

**Section 34 T 30S R 10W: ALL.**

**Section 35 T 30S R 10W: E1/2, E1/2W1/2, NW1/4SW1/4 AND W1/2NW1/4.**

**Section 36 T 30S R 10W: ALL.**

**TOWNSHIP 30 SOUTH RANGE 11 WEST:**

**Section 01 T 30S R 11W: GOV'T LOTS 3 & 4, SENW1/4 AND NE1/4SW1/4.**

**Section 13 T 30S R 11W: SE1/4SW1/4 INCLUDING LOGGING ROAD RIGHT OF WAY IN SW1/4.**

**Section 14 T 30S R 11W: LOGGING ROAD RIGHT OF WAY IN SE1/4.**

**Section 16 T 31S R 11W: EDEN RIDGE RAIL ROAD.**

**Section 16 T 30S R 11W: SE1/4SE1/4, W1/2NE1/4SE1/4, and SE1/4NE1/4SE1/4.**

**Section 19 T 30S R 11W: S1/2SE1/4SW1/4 AND SE1/4.**

**Section 20 T 30S R 11W: SW1/4SE1/4 AND S1/2S1/2SW1/4.**

**Section 22 T 31S R 11W: SW1/4NW1/4, SW1/4.**

**Section 23 T 30S R 11W:NE1/4.**

**Section 24 T 30S R 11W: NE1/4NE1/4.**

**Section 26 T 30S R 11W: E1/2SE1/4, SW1/4SE1/4 AND SE1/4SW1/4.**

**Section 28 T 30S R 11W:W1/2SW1/4.**

**Section 29 T 30S R 11W: NE1/4SW1/4NE1/4, S1/2SW1/4NE1/4, N1/2NW1/4, SW1/4NW1/4, S1/2SE1/4NW1/4, SW1/4, S1/2SE1/4 AND THAT PORTION OF THE NE1/4NE1/4 LYING SOUTH OF ALDER CREEK AND MYRTLE CREEK.**

**Section 30 T 30S R 11W: W 1/2, W1/2E1/2.**

**Section 30 T 30S R 11W: E 1/2 E 1/2.**

**Section 31 T 30S R 11W: E1/2NE1/4, SE1/4, N1/2N1/2SW1/4, and S1/2S1/2NW1/4.**

**Section 32 T 30S R 11W:W1/2.**

**Section 33 T 30S R 11W: W1/2SW1/4 AND SE1/4NW1/4.**

**Section 34 T 30S R 11W:E1/2E1/2.**

**Section 35 T 30S R 11W: GOV'T LOTS 1 – 4.**

**Section 35 T 30S R 11W: GOV'T LOTS 5 - 7;**

**Section 36 T 30S R 11W: GOV'T LOT 1, NW SW.**

**Section 36 T 30S R 11W: W/2 NE1/4**

**Section 36 T 30S R 11W: GOV'T LOTS 2 - 4,**

**Section 36 T 30S R 11W: E/2 NE1/4, NE1/4SE1/4 AND S1/2NW1/4.**

**TOWNSHIP 30 SOUTH RANGE 12 WEST:**

**Section 05 T 30S R 12W: OLD MP-POWERS RAILROAD RIGHT OF WAY.**

**Section 08 T 30S R 12W: Sections 5 and 8 A strip of land 100 feet in width, as at present surveyed and marked out, said strip being 50 feet in width on each side of the center of the following described line Beginning at a point in the middle of the South Fork of the Coquille River at Station 62 1+50, said point being 100 feet, more or less, West and 527 feet South of the quarter corner on the East side of Section 5, thence S08° 5 ½' E 912.8**

feet, thence on a 080 curve to the right 566.6 feet, thence S37° 14' W 1787.6 feet, thence on a 06° curve right a distance of 1085.5 feet, thence N75° 7 ½' W 847.5 feet to Station 673+50 on the line of said railroad at the center of the South Fork of the Coquille River, said Station being 390 feet, more or less, West and 860 feet South from the quarter corner on the North side of Section 8. A strip of land 100 feet in width, as at present surveyed and marked out, said strip being 50 feet in width on each side of the center of the following described lines beginning at a point in the middle of the South Fork of the Coquille River at Station 673+50 which is 390 feet West and 860 feet South from the quarter corner on the North side of Section 8; thence N75° 7 ½' W 990 feet to Station 683+40, on the line of said railroad, which is 23.0 feet South of the Northeast corner of Donation Land Claim No 40. A snip of land 100 feet in width, as at present surveyed and marked out, said snip being 50 feet in width on each side of the center of the following described line: Beginning at a point at Station 730+80 on the line of said railroad and on the East line of Donation Land Claim No. 40, said point being 2090 feet North and 285 feet West of the quarter corner on the South line of Section 8, thence by an 08° curve to the right a distance of 407 feet, thence S17° 18' E 202.1 feet to a point in the center of the South Fork at the Coquille River at Station 736+89.1 Back = Station 736+90 Ahead, on the line of said railroad, said Station being about 1480 feet North and 60 feet West of the quarter corner on the South line of said Section 8.

**Section 17 T 30S R 12W:** PORTION OF S1/2SW1/4 (SEE DEED FOR METES AND BOUNDS).

**Section 20 T 30S R 12W:** E1/2, E1/2W1/2, NW1/4SW1/4 AND W1/2NW1/4. SEE PROPERTY LINE ADJUSTMENT DEEDS NO.560-5.04-3280 AND 510-2.04-0360 - BARZEE & PC.

**Section 29 T 30S R 12W:** SW1/4NE1/4.

**Section 30 T 30S R 12W:** GOV'T LOTS 2, 3, 4, SE1/4, E1/2SW1/4 AND SE1/4NW1/4.

**Section 31 T 30S R 12W:** GOV'T LOTS 1 & 4, NE1/4, NW1/4SE1/4, S1/2SE1/4 AND E1/2W1/2.

**TOWNSHIP 30 SOUTH RANGE 13 WEST:**

**Section 25 T 30S R 13W:**SE1/4SE1/4.

**TOWNSHIP 31 SOUTH RANGE 10 WEST:**

**Section 01 T 31S R 10W:** ALL.

**Section 03 T 31S R 10W:** ALL.

**Section 04 T 31S R 10W:** ALL.

Section 05 T 31S R 10W: ALL.

Section 06 T 31S R 10W: ALL.

Section 08 T 31S R 10W: ALL.

Section 08 T 31S R 10W: N1/2 AND N1/2S1/2.

Section 09 T 31S R 10W: N1/2 AND N1/2S1/2.

Section 10 T 31S R 10W: ALL.

Section 11 T 31S R 10W: ALL.

Section 12 T 31S R 10W: ALL.

Section 13 T 31S R 10W: ALL.

Section 14 T 31S R 10W: ALL.

Section 15 T 31S R 10W: E1/2NW1/4, NE1/4 AND S1/2.

Section 17 T 31S R 10W: SE1/4SW1/4, SW1/4SE1/4.

Section 19 T 31S R 10W: GOV'T LOTS 7, 8, 9,10,11,12.

Section 20 T 31S R 10W: N1/2N1/2 AND SE1/4.

Section 22 T 31S R 10W: ALL.

Section 23 T 31S R 10W: ALL.

Section 24 T 31S R 10W: ALL.

Section 25 T 31S R 10W: ALL.

Section 26 T 31S R 10W: ALL.

Section 27 T 31S R 10W: ALL.

Section 29 T 31S R 10W: E1/2.

Section 30 T 31S R 10W: GOV'T LOTS 1-12 AND S1/2SE1/4.

Section 31 T 31S R 10W: ALL.

Section 33 T 31S R 10W: ALL.

Section 33 T 30S R 11W: W1/2SW1/4 AND SE1/4NW1/4.

Section 34 T 31S R 10W: ALL.

Section 35 T 31S R 10W: ALL

**SECTION 31 SOUTH RANGE 11 WEST:**

Section 01 T 31S R 11W: ALL.

Section 02 T 31S R 11W: GOV'T LOTS 1 & 2, S1/2NE1/4 AND SE1/4.

Section 04 T 31S R 11W: SW1/4.

Section 07 T 31S R 11W: N1/2NE1/4, SW1/4NE1/4, NW1/4SE1/4, E1/2NW1/4, E1/2SW1/4 AND STRIP OF LAND KNOWN AS EDEN RIDGE RAILROAD.

Section 07 T 31S R 11W: Sections 5, 7, 8, 18. All that part of the S ½ of the S ½ of Section 5, the N ½ of the NE ¼, the SW ¼ of the NE ¼; the NW ¼ of the SE ¼, the E ½ of the NW ¼; the E ½ of the SW ¼ of Section 7, the N ½ of the NW ¼, the NE ¼ of the NE ¼ of Section 8, Government Lots 1, 2, the NE ¼ of the NW ¼ of Section 18, lying North, Northwesterly and Northeasterly of the following described line Beginning at a point on the West boundary line of Section 18, that is 358.1 feet North of the West quarter corner of said Section 18, thence N63° 30' E 74.5 feet, thence N13° 15' E 355.2 feet; thence N28° 30' E 598.9 feet, thence N51° 30' E 64.9 feet, thence N63° 00' E 99.2 feet, thence N46° 45' E 140.6 feet, thence N 86° 00' E 129.5 feet; thence S81° 45' E 259.3 feet; thence N29° 00' E 1874 feet, thence N37° 45' E 86 0 feet, thence N24° 30' E 125.1 feet, thence N56° 15' E 260.1 feet; thence N78° 00' E 106.0 feet, thence N62° 45' E 300.4 feet, thence N37° 15' E 14.5 feet, thence N21° 45' E 415.0 feet, thence N28° 15' E 261.5 feet, thence N45° 30' E 150.6 feet, thence N61° 30' E 81.2 feet to a 1 ½ inch iron pipe, thence N19° 00' E 329.6 feet, thence North 13° 00' E 108.4 feet, thence N02° 00' E 126.2 feet, thence N04° 00' W 135.1 feet; thence N07° 30' W 115.2 feet, thence N24° 30' W 231.0 feet, thence N24° 00' E 265.5 feet; thence N08° 00' E 89.3 feet, thence N04° 00' W 123.6 feet; thence N13° 00' East 268.2 feet, thence N 02° 30' W 126.4 feet, thence N30° 00' E 211.7 feet, thence N50° 45' E 295.4 feet, thence N08° 30' E 326.5 feet to a 1½ inch iron pipe, thence N17° 30' E 199.5 feet, thence N14° 45' W 134.5 feet, thence N 38° 45' E 281.00 feet, thence N22° 45' E 200.0 feet; thence N50° 30' E 199.0 feet; thence N19° 30' E 353.7 feet, thence N32° 00' E 198.8 feet; thence N54° 30' East 143.9 feet, thence S72° 45' E 132.4 feet, thence N73° 00' E 292.5 feet, thence S83° 30' E 229.4 feet, thence N71° 00' E 94.0 feet; thence N87° 00' E 273.1 feet; thence N60° 00' E 231.5 feet, thence N73° 00' E 224.7 feet; thence S78° 30' E 32.6 feet to a 1 ½ inch iron pipe that is 864.8 feet South of the corner common to Sections 5, 6, 7 and 8, thence S78° 30' E

191.6 feet, thence N76° 30' E 90.0 feet, thence N510.30' E 331.00 feet, thence N73° 00' E 329.4 feet; thence N37° 00' E 400.5 feet, thence N74° 30' E 164.2 feet, thence S84° 30' E 256.1 feet, thence N74° 30' E 178.0 feet, thence N84° 30' E 179.7 feet, thence N69° 00' E 334.00 feet, thence N 89° 30' E 87.00 feet, thence N62° 15' E 126.9 feet, thence N85° 45' E 137.3 feet, thence N63° 30' E 176.7 feet, thence N89° 00' E 124.00 feet; thence N73° 00' E 145.00 feet to a 1 ½ inch iron pipe that is 291.6 feet North of the quarter corner common to Sections 5 and 8, thence N59° 00' E 198.8 feet, thence S88° 15' E 298.9 feet, thence S 86° 00' E 389.9 feet, thence N69° 00' E 308.4 feet; thence N82° 00' E 354.4 feet, thence N65° 00' E 206.6 feet; thence N87° 30' East 220.2 feet, thence S82° 00' E 94.8 feet, thence N87° 00' E 192.1 feet to a 1½ inch iron pipe, thence S06° 00' East 255.5 feet; thence S51° 00' E 132.0 feet, thence S 36° 00' E 910 feet; thence S23° 45' E 127.7 feet; thence S22° 00' E 255.0 feet, thence E 274.0 feet to the common corner of Sections 4, 5, 8 and 9 **EXCEPTING THEREFROM THE FOLLOWING:** That portion of real property conveyed to Gordon Hayes and Evelyn Hayes, husband and wife and Wilbur R Merchen and Catheline R. Merchen, husband and wife, as set forth in instrument recorded March 26, 1987, bearing Microfilm Reel No 87-2-2186, Records of Coos County, Oregon and that portion of real property conveyed to Gordon Hayes and Evelyn Hayes, by instrument recorded March 26, 1987, being Microfilm Reel No 87-2-2189, Records of Coos County, Oregon.

**Section 08 T 31S R 11W: N1/2NW1/4 & NE1/4NE1/4 AND STRIP OF LAND KNOWN AS EDEN RIDGE RAIL ROAD.**

**Section 08 T 31S R 11W:** Sections 5, 7, 8, 18. All that part of the S ½ of the S ½ of Section 5, the N ½ of the NE ¼, the SW ¼ of the NE ¼; the NW ¼ of the SE ¼, the E ½ of the NW ¼; the E ½ of the SW ¼ of Section 7, the N ½ of the NW ¼, the NE ¼ of the NE ¼ of Section 8, Government Lots 1, 2, the NE ¼ of the NW ¼ of Section 18, lying North, Northwesterly and Northeasterly of the following described line: Beginning at a point on the West boundary line of Section 18, that is 358.1 feet North of the West quarter corner of said Section 18, thence N63° 30' E 74.5 feet, thence N13° 15' E 355.2 feet; thence N28° 30' E 598.9 feet, thence N510 30' E 649 feet, thence N 63° 00' E 99.2 feet, thence N46° 45' E 140.6 feet, thence N86° 00' E129.5 feet; thence S81° 45' E 259.3 feet; thence N29° 00' E 187.4 feet, thence N37° 45' E 86.0 feet, thence N24° 30' E 125.1 feet, thence N56° 15' E 260.1 feet; thence N78° 00' E 106.0 feet, thence N62° 45' E 300.4 feet, thence N37° 15' E 146.5 feet, thence N21° 45' E 415.0 feet, thence N28° 15' E 261.5 feet, thence N45° 30' E 150.6 feet, thence N 61° 30' East 81.2 feet to a 1 ½ inch iron pipe, thence N19° 00' E 329.6 feet, thence N13° 00' East 108.4 feet, thence N02° 00' E 126.2 feet, thence N 04° 00' W 135.1 feet; thence N07° 30' W 115.2 feet, thence N24° 30' W 231.0 feet, thence N24° 00' E265.5 feet; thence N08° 00' E 89.3 feet, thence N04° 00' W 123.6 feet; thence N13° 00' E 268.2 feet, thence N02° 30' W 126.4 feet, thence N30° 00' E 211.7 feet, thence N50° 45' E 295.4 feet, thence N 08° 30' E 326.5 feet to a 1½ inch iron pipe, thence N17° 30' E 199.5 feet, thence N14° 45' W 134.5 feet, thence N38° 45' E 281.00 feet, thence N22° 45' E 200.0 feet; thence N50° 30' E 199.0 feet; thence N19° 30' E 35. 7 feet, thence N 32° 00' E 198.8 feet; thence N54° 30' E 143.9 feet, thence S72° 45' E 132.4 feet, thence N73° 00' E 292.5 feet, thence S83° 30'

E 229.4 feet, thence N71° 00' E 94.0 feet; thence N87° 00' E 27.1 feet; thence N60° 00' E 231.5 feet, thence N73° 00' E 224.7 feet; thence S78° 30' E 32.6 feet to a 1 ½ inch iron pipe that is 864.8 feet South of the corner common to Sections 5, 6, 7 and 8, thence S78° 30' E 191.6 feet, thence N76° 30' E 90.0 feet, thence N51° 30' E 331.00 feet, thence N73° 00' E 329.4 feet; thence N° 00' E 400.5 feet, thence North 74° 30' East 164.2 feet, thence S84° 30' E 256.1 feet, thence N74° 30' E 178.0 feet, thence N84° 30' E 179.7 feet, thence N69° 00' E 334.00 feet, thence N89° 30' E 87.00 feet, thence N62° 15' E 126.9 feet, thence N85° 45' E 137.3 feet, thence N63° 30' E 176.7 feet, thence N89° 00' E 124.00 feet; thence N73° 00' E 14.00 feet to a 1 ½ inch iron pipe that is 291.6 feet North of the quarter corner common to Sections 5 and 8, thence N59° 00' E 198.8 feet, thence S88° 15' E 298.9 feet, thence S86° 00' E 389.9 feet, thence N69° 00' E 308.4 feet; thence N82° 00' E 354.4 feet, thence N65° 00' E 206.6 feet; thence N87° 30' E 220.2 feet, thence S82° 00' E 94.8 feet, thence N87° 00' E 192.1 feet to a 1 ½ inch iron pipe, thence S06° 00' E 255.5 feet; thence S51° 00' E 132.0 feet, thence S36° 00' E 91.0 feet; thence S23° 45' E 127.0 feet; thence S22° 00' E 255.0 feet, thence E 274.0 feet to the common corner of Sections 4, 5, 8 and 9. EXCEPTING THEREFROM THE FOLLOWING That portion of real property conveyed to Gordon Hayes and Evelyn Hayes, husband and wife and Wilbur R Merchen & Catheline R. Merchen, recorded March 26, 1987, Microfilm Reel No 87-2-2186, Records of Coos County, Oregon and that portion of real property conveyed to Gordon Hayes and Evelyn Hayes, recorded March 26, 1987, Microfilm Reel No 87-2-2189, aforesaid records.

**Section 09 T 31S R 11W:** SW1/4SW1/4, N1/2SW1/4 AND NW1/4 AND STRIP OF LAND KNOWN AS EDEN RIDGE RAILROAD.

**Section 11 T 31S R 11W:** ALL.

**Section 12 T 31S R 11W:** ALL

**Section 13 T 31S R 11W:** ALL.

**Section 14 T 31S R 11W:** ALL.

**Section 15 T 31S R 11W:** E1/2, S1/2NW1/4, NE1/4NW1/4 AND STRIP OF LAND KNOWN AS EDEN RIDGE RAILROAD.

**Section 15 T 31S R 11W:** SW excepting therefrom a strip of land 100 feet in width constituting a portion of the Eden Ridge Railroad described in that Deed dated December 18, 1962, recorded December 28, 1962, n Deed Book 298, Page 141, Records of Coos County, Oregon.

**Section 16 T 31S R 11W:** EDEN RIDGE RAIL ROAD.

**Section 17 T 31S R 11W:** FRACTIONAL S1/2SE1/4 AND FRACTIONAL SE1/4SW1/4.



**Section 18 T 31S R 11W:** LESS That portion in Section 19 conveyed to RUBY E. LIVELY, TRUSTEE OF THE RUBY E. LIVELY LIVING TRUST in Property Line Adjustment Deed closed 7/8/2016 and being a portion of that parcel of land described in Coos County Deed Records, Instrument #2001-13724 being adjusted to that parcel of land described in Coos County Deed Records Instrument #2015-08181. Located in the SW  $\frac{1}{4}$  of section 18 and the NW $\frac{1}{4}$  of Section 19, Township 31 South, Range 11 West, W.M., Coos County, Oregon. Being more particularly described as follows: Beginning at a 5/8" iron rod at the southwest corner of the Lively parcel described in deed instrument #2015-08181 on the northern right-of way boundary of the Powers South County Road, which bears S68°58'27" E 380.72 feet from the NE corner of Section 19; thence along said right-of-way boundary N89°21'51" W 106.36 feet to a 5/8" iron rod; thence leaving said right-of-way boundary N22°11'50" E 456.96 feet to a 5/8" iron rod; thence S51°22'38" E 296.02 feet to a 5/8" iron rod at a point of intersection with the original north boundary line of the lively parcel described in deed instrument #2015-08181; thence along said original boundary line N82°46'56" W 234.83 feet to a 5/8" iron rod; thence S13°30'04" W 276.65 feet to the point of beginning. Said adjusted portion of land containing 1.04 acres more or less Note: The basis of bearing for this description is Coos County Record Survey. CS# 43-B-42.

**Section 19 T 31S R 11W:** FRACTIONAL NE $\frac{1}{4}$ NE $\frac{1}{4}$ , FRAC. NW $\frac{1}{4}$ NW $\frac{1}{4}$  ALL LYING SOUTH OF THE SOUTH BANK OF HAYES CREEK. LESS That portion in Section 19 conveyed to RUBY E. LIVELY, TRUSTEE OF THE RUBY E. LIVELY LIVING TRUST in Property Line Adjustment Deed dated 7/8/2016 and being a portion of that parcel of land described in Coos County Deed Records Instrument #2001-13724 being adjusted to that parcel of land described in Coos County Deed Records Instrument #2015-08181, located in the SW $\frac{1}{4}$  of Section 18 and the NW $\frac{1}{4}$  of Section 19, being more particularly described as follows: Beginning at a 5/8" iron rod at the southwest corner of the Lively parcel described in deed instrument #2015-08181 on the northern right-of way boundary of the Powers South County Road, which bears S68°58'27" E 380.72 feet from the NW corner of Section 19; thence along said right-of-way boundary N89°21'51" W 106.36 feet to a 5/8" iron rod; thence leaving said right-of-way boundary N22°11'50" E 456.96 feet to a 5/8" iron rod; thence S51°22'38" E 296.02 feet to a 5/8" iron rod at a point of intersection with the original north boundary line of the lively parcel described in deed instrument #2015-08181; thence along said original boundary line N82°46'56" W 234.83 feet to a 5/8" iron rod; thence S13°30'04" W 276.65 feet to the point of beginning. Said adjusted portion of land containing 1.04 acres more or less. Note: The basis of bearing for this description is Coos County Record Survey, CS# 43-B-42.

**Section 20 T 31S R 11W:** That part of the N  $\frac{1}{2}$  NW  $\frac{1}{4}$  lying south of the south bank of Hayes Creek.

**Section 20 T 31S R 11W:** E $\frac{1}{2}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ .

**Section 21 T 31S R 11W:** NW1/4NE1/4, N1/2NW1/4.

**Section 21 T 31S R 11W:** S1/2N1/2 AND S1/2.

**Section 22 T 31S R 11W:** NE1/4NE1/4.

**Section 22 T 31S R 11W:** SW1/4NW1/4, SW1/4.

**Section 23 T 31S R 11W:** N1/2 AND N1/2S1/2.

**Section 24 T 31S R 11W:** NW1/4NW1/4.

**Section 25 T 31S R 11W:** S1/2, SE1/4NW1/4.

**Section 27 T 31S R 11W:** S1/2S1/2.

**Section 28 T 31S R 11W:** ALL

**Section 29 T 31S R 11W:** E1/2, N1/2NW1/4 AND N1/2S1/2NW1/4.

**Section 30 T 31S R 11W:** GOV'T LOTS 1 & 2.

**Section 31 T 30S R 11W:** E1/2NE1/4, SE1/4, N1/2N1/2SW1/4 AND S1/2S1/2NW1/4.

**Section 32 T 31S R 11W:** SE1/4.

**Section 32 T 31S R 11W:** Portion of W1/2NW1/4 AND SW1/4.

**Section 33 T 31S R 11W:** LOTS 1-7; LOTS 10-12, E1/2NW1/4.

**Section 33 T 31S R 11W:** W1/2 W1/2.

**Section 34 T 31S R 11W:** ALL.

**Section 35 T 31S R 11W:** ALL.

**Section 36 T 31S R 11W:** ALL.

**TOWNSHIP 31 SOUTH RANGE 12 WEST:**

**Section 01 T 32S R 12W:** GOV'T LOTS 5,6,7,10,11,12,13,14, N1/2SW1/4.

**Section 03 T 31S R 12W:** N1/2SW1/4, SW1/4SW1/4 and portion of parcel crossing Government Lot 6 known as Old Powers MP RR R/W.

**Section 04 T 31S R 12W:** A strip of land 100 feet in width, as at present surveyed and marked out, extending through and across the following described land: Government Lot described as being a strip of land 50 feet in width on each side of a line: Beginning at Station 1055+60 which is a point 175 feet West of the Northeast corner of Section 4; thence by a 05° curve to the left 314.80 feet; thence S34°48' E 50.20 feet to Station 1059+25 which is a point 320 feet South of the NE corner of said Section 4.

**Section 05 T 31S R 12W:** LOTS 1 AND 2, SW1/4NE1/4, NW1/4SE1/4.

**Section 06 T 31S R 12W:** GOV'T LOTS 2, 3, 4, SW1/4NE1/4 AND N1/2SE1/4.

**Section 09 T 31S R 12W:** W1/2NE1/4, SE1/4, S1/2SW1/4, NE1/4SW1/4, and SE1/4NW1/4.

**Section 10 T 31S R 12W:** THAT PORTION OF NE1/4NW1/4, S1/2NW1/4 & NW1/4SW1/4 LYING SOUTH OF THE GEORGIA-PACIFIC RAILROAD R/W AND EAST OF BAKER CREEK. EXCEPTIONS

**Section 10 T 31S R 12W:** GOV'T LOT 2, S1/2NE1/4, SE1/4, S1/2SW1/4, and NE1/4SW1/4.

**Section 10 T 31S R 12W:** GOV'T LOT 2, S1/2NE1/4, SE1/4, S1/2SW1/4, NE1/4SW1/4 AND PORTION OF NE1/4NW1/4, S1/2NW1/4 & NW1/4SW1/4 LYING SOUTH OF THE GEORGIA-PACIFIC RAILROAD R/W AND EAST OF BAKER CREEK.

**Section 11 T 31S R 12W:** GOV'T LOTS 4, 5, 12, 13 LESS EXCEPTIONS.

**Section 11 T 31S R 12W:** GOV'T LOTS 10,11,14,15 AND GOV'T LOT 1 EXCEPTING PORTION LYING NORTH OF RAILROAD RIGHT OF WAY LESS EXCEPTIONS.

**Section 12 T 31S R 12W:** A STRIP OF LAND KNOWN AS OLD POWERS MP RAILROAD R/W.

**Section 13 T 31S R 12W:** S1/2SE1/4, NW1/4SE1/4 AND LOGGING ROAD RIGHT OF WAY IN N1/2.

**Section 14 T 31S R 12W:** GOV'T LOTS 1, 3, 4, 11, 12, 13 and 14.

**Section 15 T 31S R 12W:** NE1/4, SE1/4NW1/4 AND W1/2NW1/4.

**Section 15 T 31S R 12W:** NW1/4SW1/4.

**Section 20 T 31S R 12W:** E1/2, NE1/4SW1/4 AND S1/2NW1/4.

**Section 22 T 31S R 12W:** SE1

**Section 23 T 31S R 12W: SALMON CREEK LOGGING ROAD.**

**Section 24 T 31S R 12W: FRACTIONAL NE1/4NE1/4 LYING SOUTH OF SOUTH BANK OF HAYES CREEK 24 T 31S R 12W: SALMON CREEK LOGGING ROAD.**

**Section 26 T 31S R 12W: SALMON CREEK LOGGING ROAD.**

**Section 27 T 31S R 12W: SALMON CREEK LOGGING ROAD.**

**Section 34 T 31S R 12W: SALMON CREEK LOGGING ROAD.**

**TOWNSHIP 31 SOUTH RANGE 13 WEST:**

**Section 02 T 31S R 13W: GOV'T LOT 2, S1/2NE1/4, SE1/4, and E1/2SW1/4. LESS SW 1/4 NE 1/4 and Govt. Lot 2 conveyed to APCO Coos Properties, LLC in Transaction Statutory Special Warranty Deed dated 6/24/2015:**

**TOWNSHIP 32 SOUTH RANGE 10 WEST:**

**Section 03 T 32S R 10W: GOV'T LOT 1, S1/2NE1/4 AND SW1/4SW1/4.**

**Section 04 T 32S R 10W: GOV'T LOTS 1, 2 & 5, SW1/4NE1/4, 1/2W1/2SE1/4NE1/4, E1/2SE1/4NW1/4 AND PARCELS DESCRIBED BY METES AND BOUNDS (FRAC W1/2SW1/4); LESS EXCEPTIONS.**

**Section 05 T 32S R 10W: GOV'T LOTS 1, 2 & 3, SW1/4SE1/4 AND SW1/4SW1/4.**

**Section 08 T 32S R 10W: W1/2SE1/4, E1/2W1/2, NW1/4SW1/4 AND SW1/4NW1/4.**

**Section 09 T 32S R 10W: S1/2NE1/4 AND SE1/4.**

**Section 18 T 32S R 10W: E1/2NE1/4NE1/4, SE1/4NE1/4 AND E1/2SE1/4.**

**Section 19 T 32S R 10W: GOV'T LOT 2, NW1/4NE1/4 AND E1/2NW1/4.**

**Section 27 T 32S R 11W: W1/2, SE1/4.**

**TOWNSHIP 32 SOUTH RANGE 11 WEST:**

**Section 02 T 32S R 11W: GOV'T LOTS 7-16, S1/2.**

**Section 03 T 32S R 11W: ALL.**

**Section 04 T 32S R 11W: GOV'T LOTS 6-16, S1/2.**

**Section 06 T 32S R 11W:** GOV'T LOTS 10-15, 17, 18, E1/2SW1/4.

**Section 07 T 32S R 11W:** GOV'T LOT 4, S1/2NE1/4, SE1/4NW1/4, SE1/4SW1/4 AND S1/2SE1/4.

**Section 09 T 32S R 11W:** E1/2.

**Section 10 T 32S R 11W:** N1/2, NE1/4SW1/4, N1/2SE1/4 AND SE1/4SE1/4.

**Section 11 T 32S R 11W:** N1/2, SW1/4.

**Section 15 T 32S R 11W:** ALL.

**Section 18 T 32S R 11W:** GOV'T LOT 1, NE1/4NW1/4.

**Section 21 T 32S R 11W:** E1/2NE1/4, NE1/4SE1/4.

**Section 24 T 32S R 11W:** S1/2NW1/4, N1/2SW1/4.

**Section 27 T 32S R 11W:** W1/2, SE1/4.

**Section 35 T 32S R 11W:** NE1/4NE1/4.

**TOWNSHIP 32 SOUTH, RANGE 12 WEST:**

**Section 01 T 32S R 12W:** GOV'T LOTS 17, 18, S1/2SW1/4, SW1/4SE1/4.

**Section 02 T 32S R 12W:** GOV'T LOTS 6-11.

**Section 03 T 32S R 12W:** SALMON CREEK LOGGING ROAD.

**Section 04 T 32S R 12W:** SALMON CREEK LOGGING ROAD.

**Section 07 T 32S R 12W:** SALMON CREEK LOGGING ROAD.

**Section 08 T 32S R 12W:** SALMON CREEK LOGGING ROAD.

**Section 09 T 32S R 12W:** SALMON CREEK LOGGING ROAD.

**Section 11 T 32S R 12W:** NE1/4NE1/4, S1/2NE1/4 AND SW1/4.

**Section 12 T 32S R 12W:** GOV'T LOTS 1-3, W1/2E1/2, NW1/4 AND E1/2SW1/4.

**Section 13 T 32S R 12W:** W1/2E1/2, SW1/4 AND S1/2NW1/4.

**Section 13 T 32S R 12W: GOV'T LOT 1.**

**Section 14 T 32S R 12W: N1/2NE1/4, SE1/4NE1/4, S1/2SW1/4, NE1/4SE1/4 AND S1/2SE1/4.**

**Section 15 T 32S R 12W: GOV'T LOTS 16, 25, SE1/4.**

**Section 16 T 32S R 12W: ALL.**

**Section 17 T 32S R 12W: ALL; LESS EXCEPTION.**

**Section 22 T 32S R 12W: N1/2N1/2, SE1/4NE1/4 AND NE1/4SE1/4.**

**Section 23 T 32S R 12W: NE1/4NE1/4, S1/2N1/2, N1/2S1/2, S1/2SW1/4 AND SW1/4SE1/4.**

**Section 24 T 32S R 12W: W1/2E1/2, N1/2SW1/4 AND NW1/4.**

**Section 24 T 31S R 12W:** That part of Lot 1, NWNE, S/2 NE, Lot 7, Lot 8, Lot 13 and Lot 14 lying westerly of the west line of the existing road referred to in that certain 66 feet wide easement granted to the United States of America dated 11-30-55, and recorded 2-26-57 in Book 256, Page 642, the centerline of said existing road being more particularly described as follows: BEGINNING at a point in the centerline of the existing road, which bears S87°04' W 934.1 feet from the northeast corner of Section 24; thence along centerline of existing road S21° 15' W 152.4 feet; thence S11° 30' W 88.3 feet; thence S51°15' E 137.4 feet; thence S15° 00' E 461.6feet; thence S22° 15' E 162.1 feet; thence S34° 30' E 227.1 feet; thence S12° 15' E 111.7 feet; thence S7° 30' W 185.7 feet; thence S11° 15' E 252.0 feet; thence S19° 00' E 301.1 feet; thence S13° 15' E 304.6 feet; thence S53° 00' W 376.7 feet; thence S10 45' W 357.3 feet; thence S6° 00' E 377. 1 feet; thence S10° 15' W 236.2 feet; thence S30° 15' E 244.6 feet; thence S18° 30' E 888.2 feet; thence S24° 00' E 308. 8 feet; which is a point on the center line of road 340.4 feet north of the southeast corner of Section 24.

**TOWNSHIP 33 SOUTH, 11 WEST:**

**Section 21 T 33S R 11W: SE1/4.**

**Section 28 T 33S R 11W: N1/2N1/2, SW1/4SW1/4, N1/2SW1/4, and S1/2NW1/4.**

**Section 29 T 33S R 11W: S1/2NE1/4.**

**Section 29 T 33S R 11W: SE1/4.**

FOR REFERENCE ONLY: Tax parcel numbers for above property located in Coos County, Oregon, unless since conveyed by Owner: 35309.16, PP99916150, 49752, 49753, 49754, 12472.01, 12813.02, 7205, 34533.04, 14138.05, 11459, 345533, 2933, 14205.32, 10779, 14205.36, 14187.01, 12569.04, 14205.16, 12559.02, 142205.13, 14359.01, 14279, 14205.33, 12596.01, 12569.03, 1459.02, 6972, 13995.01, 14205.05, 14205.11, 14152, 14281.01, 14647.01, 14274, 14138.01, 14000.01, 5016, 12569.01, 5012, 14229, 14295, 14634, 5012.02, 14316, 14641, 12538, 13071, 12882, 14194.01, 14235.03, 14235.04, 11009.01, 14158, 10582, 10593, 10631, 10643, 10702, 10746, 10765, 10765.02, 110813.03, 12766.01, 12844.01, 12912, 13147, 13407, 14166, 14248, 14352, 14365, 14367, 14595, 14236, 14229.04, 12788, 13937.7, 10657, 12484, 5011, 12900.01, 8088, 10707.01, 10734, 10734.01, 10765.01, 10770, 12467, 12818.01, 12877, 12914, 12928, 14159, 14813, 12566, 14160, 14080, 10740, 14518, 14239, 10742, 12939.01, 13937.01, 14188.01, 8090, 14362, 10812, 14350, 14137, 8070, 10791, 12576, 14530, 14412, 12478, 14151, 14416, 14354, 14197, 10813, 8064, 8106, 10676, 10677, 10724, 10727, 12594, 12839, 12855, 12855, 14094, 14096, 14272, 14468, 14548, 14658, 10640, 14466, 14185, 14241, 12673, 8075, 13430, 14089, 12530, 8110, 13797, 14092, 14383, 10714, 10733, 14282.01, 10655.01, 14245, 8114, 14378, 12502, 12596, 10719.02, 12451, 7833, 14183, 10766, 13152.01, 14176, 12885, 14459, 12526, 14065, 14261, 12542, 7777, 7857, 14563, 7866, 10655, 13162, 13929, 13088, 10566, 7800, 10550, 7784, 7808, 7824, 7841, 7849, 7873, 7881, 8097, 10574, 7816, 10558, 14803, 10679, 12493, 10711, 10649, 12918, 14688, 14019, 12813.01, 13905, 14042, 14606, 10581, 13905.9, 14428, 13711, 13711.92, 13711.9, 12472.

EXHIBIT B

*[SEE FOLLOWING PAGES]*



UNITED STATES OF AMERICA

The State of Washington



Secretary of State

I, Kim Wyman, Secretary of State of the State of Washington and custodian of its seal,  
hereby issue this certificate that the attached is a true and correct copy of

ARTICLES OF MERGER

of

WEYERHAEUSER COMPANY

as filed in this office on September 28, 2016.

Date: October 12, 2016



Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital

*Kim Wyman*

Kim Wyman, Secretary of State

FILED

SEP 28 2016

ARTICLES OF MERGER

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WA SECRETARY OF STATE

OF

PLUM CREEK TIMBERLANDS, L.P.,  
A DELAWARE LIMITED PARTNERSHIP

WITH AND INTO

WEYERHAEUSER COMPANY,  
A WASHINGTON CORPORATION

Pursuant to RCW § 23B.11.110, the undersigned officer of Weyerhaeuser Company, a Washington corporation (the "Surviving Corporation") hereby certifies as follows:

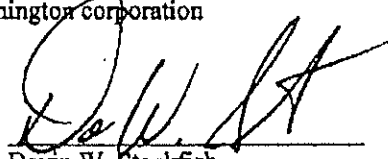
- FIRST: The Agreement and Plan of Merger is attached hereto as Exhibit A.
- SECOND: The merger was approved by the general and limited partners of Plum Creek Timberlands, L.P., a Delaware limited partnership (the "Merging Company") pursuant to Title 6, Section 17-211 of the Delaware Limited Partnership Act.
- THIRD: The merger was duly approved by the board of directors of the Surviving Corporation pursuant to RCW §23B.11.030.
- FOURTH: The Articles of Incorporation of the Surviving Corporation shall be its Articles of Incorporation.
- FIFTH: The merger of the Merging Company with and into the Surviving Corporation shall be effective as of 8:59 p.m. Pacific Time on September 28, 2016.

*[signature on following page]*

IN WITNESS WHEREOF, the Surviving Corporation has caused this certificate to be signed by its authorized officer, this 7<sup>th</sup> day of September, 2016.

WEYERHAEUSER COMPANY,  
a Washington corporation

By:



Devin W. Stockfish  
Senior Vice President, General Counsel  
and Secretary

EXHIBIT A  
AGREEMENT AND PLAN OF MERGER

[see attached]

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of September 7, 2016 between Weyerhaeuser Company, a Washington corporation ("Weyerhaeuser"), and Plum Creek Timberlands, L.P., a Delaware limited partnership (the "Disappearing Company"). Weyerhaeuser and the Disappearing Company are sometimes collectively referred to in this Agreement as the "Constituent Entities."

### RECITALS

A. Weyerhaeuser is a corporation organized and existing under the laws of the state of Washington.

B. The Disappearing Company is a limited partnership organized and existing under the laws of the state of Delaware, having partnership interests issued and governed pursuant to the Amended and Restated Agreement of Limited Partnership dated as of September 29, 2008.

C. The Constituent Entities deem it advisable and in the best interests of each entity that the Disappearing Company be merged into Weyerhaeuser (the "Merger") as authorized by the laws of the states of Washington and Delaware.

### AGREEMENT

In consideration of the foregoing recitals and of the covenants and agreements hereinafter set forth and for the purpose of prescribing the terms and conditions of the Merger, the parties agree as follows:

#### 1. Merger; Effectiveness

The Disappearing Company shall be merged into Weyerhaeuser (hereinafter sometimes called the "Surviving Corporation"), pursuant to the applicable provisions of the Washington Business Corporation Act and the Delaware Revised Uniform Limited Partnership Act and in accordance with the terms and conditions of this Agreement.

Upon completion of the following events:

- (a) the approval of the plan of merger as stated herein by the Board of Directors of Weyerhaeuser;
- (b) the approval of the plan of merger as stated herein by the general and limited partners of the Disappearing Company;
- (c) the execution by the Surviving Corporation of Articles of Merger incorporating this Agreement and the filing of such Articles of Merger with the Secretary of State of the state of Washington; and

(d) the execution by the Surviving Corporation of a Certificate of Merger and the filing of such Certificate of Merger with the Secretary of State of the state of Delaware; then the Merger shall become effective at 8:59 p.m. Pacific Time on September 28, 2016 (the "Effective Time").

**2. Articles of Incorporation**

The Articles of Incorporation of Weyerhaeuser in effect immediately prior to the Effective Time shall, at the Effective Time, be and remain the Articles of Incorporation of the Surviving Corporation until the same shall be altered, amended or repealed as therein provided.

**3. Bylaws**

The Bylaws of Weyerhaeuser in effect immediately prior to the Effective Time shall, at the Effective Time, be and remain the Bylaws of the Surviving Corporation until the same shall be altered, amended or repealed as therein provided.

**4. Directors and Officers**

The directors and officers of Weyerhaeuser immediately prior to the Effective Time shall, at the Effective Time, continue in office as the directors and officers of the Surviving Corporation and shall hold office in accordance with and subject to the Articles of Incorporation and Bylaws of the Surviving Corporation.

**5. Conversion of Partnership Interests**

At the Effective Time, by virtue of the Merger and without any action on the part of the holders of the partnership interests of the Disappearing Company, all outstanding partnership interests of the Disappearing Company, all of which are directly or indirectly owned by the Surviving Corporation, shall be cancelled, and no consideration shall be delivered in exchange therefor.

**6. Rights, Duties, Powers, Liabilities, Etc.**

At the Effective Time, (a) the separate existence of the Disappearing Company shall cease, and the Disappearing Company shall be merged in accordance with the provisions of this Agreement into the Surviving Corporation, which shall possess all the properties and assets, and all the rights, privileges, powers, immunities and franchises, of whatever nature and description, and shall be subject to all restrictions, disabilities and duties, of each of the Constituent Entities; and all such things shall be taken and deemed to be transferred to and vested in the Surviving Corporation without any further act or deed; (b) the title to all real estate, or any interest therein, vested by deed or otherwise in either of the Constituent Entities shall vest in the Surviving Corporation without reversion or impairment, (c) the Surviving Corporation shall have all liabilities of each of the Constituent Entities, and (d) any claim

existing, or action or proceeding, whether civil, criminal or administrative, pending by or against the Disappearing Company may be prosecuted to judgment or decree as if the Merger had not taken place, and the Surviving Corporation may be substituted in any such action or proceeding.

**7. Implementation.**

(a) The Disappearing Company hereby agrees that at any time or from time to time as and when requested by the Surviving Corporation, or by its successors or assigns, it will so far as it is legally able, execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, each of whom is hereby irrevocably appointed as attorney-in-fact for such purposes, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other actions as the Surviving Corporation, its successors or assigns, may deem necessary or desirable in order to evidence the transfer, vesting and devolution of any property, right, privilege, power, immunity or franchise to vest or perfect in or confirm to the Surviving Corporation, its successors or assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises and interests referred to in this Agreement and otherwise to carry out the intent and purposes hereof.

(b) Each of the Constituent Entities shall take, or cause to be taken, all action or do, or cause to be done, all things necessary, proper or advisable under the laws of the states of Washington and Delaware to consummate and make effective the Merger.

**8. Termination**

This Agreement may be terminated for any reason at any time before the filing of Articles of Merger with the Secretary of State of the state of Washington or the filing of a Certificate of Merger with the Secretary of State of the state of Delaware by resolution of the Board of Directors of Weyerhaeuser.

**9. Amendment**

This Agreement may, to the extent permitted by law, be amended, supplemented or interpreted at any time by action taken by the Board of Directors of Weyerhaeuser.

*[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date and year first above written.

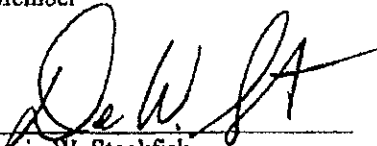
DISAPPEARING COMPANY:

PLUM CREEK TIMBERLANDS, L.P.,  
a Delaware limited partnership

By: Plum Creek Timber I, L.L.C.,  
a Delaware limited liability company  
its general partner

By: Weyerhaeuser Company,  
a Washington corporation  
Its Sole Member

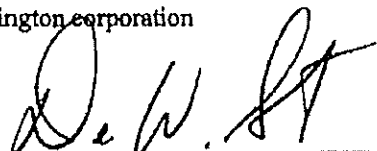
By:

  
Devin W. Stockfish  
Senior Vice President, General Counsel  
and Secretary

SURVIVING CORPORATION:

WEYEHAEUSER COMPANY,  
a Washington corporation

By:

  
Devin W. Stockfish  
Senior Vice President, General Counsel  
and Secretary





## Antenna Structure Registration

[FCC](#) > [WTB](#) > [ASR](#) > [Online Systems](#) > TOWAIR

[FCC Site Map](#)

### TOWAIR Determination Results

[? HELP](#)
[New Search](#) [Printable Page](#)

#### \*\*\* NOTICE \*\*\*

TOWAIR's findings are not definitive or binding, and we cannot guarantee that the data in TOWAIR are fully current and accurate. In some instances, TOWAIR may yield results that differ from application of the criteria set out in 47 C.F.R. Section 17.7 and 14 C.F.R. Section 77.13. A positive finding by TOWAIR recommending notification should be given considerable weight. On the other hand, a finding by TOWAIR recommending either for or against notification is not conclusive. It is the responsibility of each ASR participant to exercise due diligence to determine if it must coordinate its structure with the FAA. TOWAIR is only one tool designed to assist ASR participants in exercising this due diligence, and further investigation may be necessary to determine if FAA coordination is appropriate.

#### DETERMINATION Results

**Structure does not require registration. There are no airports within 8 kilometers (5 miles) of the coordinates you provided.**

#### Your Specifications

##### NAD83 Coordinates

|           |                  |
|-----------|------------------|
| Latitude  | 42-58-43.5 north |
| Longitude | 123-53-37.6 west |

##### Measurements (Meters)

|                                |       |
|--------------------------------|-------|
| Overall Structure Height (AGL) | 59.4  |
| Support Structure Height (AGL) | 59.4  |
| Site Elevation (AMSL)          | 773.3 |

##### Structure Type

LTOWER - Lattice Tower

#### Tower Construction Notifications

Notify Tribes and Historic Preservation Officers of your plans to build a tower.

|                           |   |
|---------------------------|---|
| <b>ASR Help</b>           | <a href="#">ASR License Glossary</a> - <a href="#">FAQ</a> - <a href="#">Online Help</a> - <a href="#">Documentation</a> - <a href="#">Technical Support</a>  |
| <b>ASR Online Systems</b> | <a href="#">TOWAIR</a> - <a href="#">CORES</a> - <a href="#">ASR Online Filing</a> - <a href="#">Application Search</a> - <a href="#">Registration Search</a> |
| <b>About ASR</b>          | <a href="#">Privacy Statement</a> - <a href="#">About ASR</a> - <a href="#">ASR Home</a>  |

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