



Coos County Planning
Land Division Application

File No. P-19-005

Base & Tentative

Receipt No. 209916
Check No./Cash 2352
Date 5/16/19
Received by ~~A. Dittie~~ Crystal
Planning Fee \$1,785.
Road Fee _____

Final Plats

Receipt No. _____
Check No./Cash _____
Date _____
Received by _____
Fee Received _____

A. Applicant:

Name: SAME AS OWNER Telephone: _____
Address: _____
City: _____ State: _____ Zip Code: _____

B. Owner:

Name: CALEB LILLIE Telephone: 541-260-3369
Address: 93284 LILLIE DRIVE
City: MYRTLE POINT State: OR Zip Code: 97458

C. As applicant, I am (check one):

- The owner of the property;
- _____ 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 29S Range 11W Section 33A Tax Lot 100
Tax Account 1102600 Lot Size 8.7 AC Zoning District RC

E. General Outline of process – If there is missing information the application will be deemed incomplete.

The following is a general outline of the process for the review of land divisions in Coos County:

1. Application is filed and reviewed for completeness pursuant to §5.0.200; and
2. Technical Review Committee (TRC) reviews tentative plans within 30 days from the date the application has been deemed complete. The Planning Director may extend this timeline if needed; and
3. Planning Director makes a decision unless subject to limited land use notice. If subject to limited land use notice pursuant to Article 5.0 a notice of decision will be mailed out within seven days of the expiration of the limited land use notice; and
4. Applicant submits construction drawings for any new public roads or access easements to the Roadmaster. The County Roadmaster reviews construction drawings and applicable specifications for public roads and access easements; and
5. Applicant constructs or bonds for required improvements; and
6. County Roadmaster inspects construction unless improvements are bonded; and
7. Applicant submits final plat after all conditions of approval have been completed; and
8. Planning Department coordinates review of final plat by affected County Departments; and
9. Board of Commissioners reviews final plats for subdivisions and for partitions proposing public dedications; and
10. Planning Director reviews final plats for partitions not proposing public dedications; and
11. If the final plat is approved, the applicant shall comply with Section 6.2.825 and file the plat with the County Clerk. (OR 92-07-012PL)

F. SECTION 6.2.350 TENTATIVE PLAT REQUIREMENTS (Tentative Plan):

1. Application Requirements
 - a. An application and a tentative plat for approval shall be initiated as provided in Section 5.0.150 of this ordinance.
 - b. The applicant shall file with the Director the original and four (4) additional copies of the tentative map on 11" X 17" paper for partitions and 18" x 24" paper for subdivisions.
 - c. The tentative plat shall be clearly and legibly drawn. It shall show all required information to scale so that the Approving Authority may have an adequate understanding of what is proposed. Under ordinary circumstances, the scale shall use a typical engineer scale (example 1" = 50').
2. Information required for tentative plat.
 - a. All Land Divisions
 - i. North arrow, scale and date of the drawing.
 - ii. Appropriate identification clearly stating the map is a tentative plat.
 - iii. Names and addresses of the landowners, subdivider/partitioner and the engineer, surveyor, land planner or landscape architect responsible for designing.
 - iv. The tract designation or other description according to the real estate records of Coos County [Township, Range, Section, Tax Lot Number(s), and Assessor's Tax Account Number(s)].
 - v. The boundary line (accurate in scale) of the tract to be divided and approximate acreage of the property.
 - vi. Contours with intervals of forty (40) feet or less referred to United States Geological Survey (or mean sea level) datum.
 - vii. The names of adjacent subdivisions or the names of recorded owners of adjoining parcels of unsubdivided land.
 - viii. The location, widths, and names of existing or platted streets or other public ways (including easements) within or adjacent to the tract, existing permanent buildings, railroad

rights-of-way and other important features such as section lines, political subdivision boundary lines and school district boundaries.

- ix. Existing sewers, water mains, culverts, drainage ways or other underground utilities or structures within the tract or immediately adjacent thereto, together with pipe sizes, grades and locations indicated.
 - x. Location, acreage and dimensions of land to be dedicated for public use or reserved in the deeds for the common use of property owners in the proposed land division, together with the purpose of conditions or limitations of such reservations, if any.
 - xi. Easements, together with their dimensions, purpose and restrictions on use.
 - xii. Zoning classification of the land and Comprehensive Plan map designation.
 - xiii. Draft of proposed restrictions and covenants affecting the plat.
 - xiv. Predominant natural features such as water courses and their flows, marshes, rock outcropping, and areas subject to flooding, sliding or other natural hazards.
 - xv. A current property report (less than 6 months old) indicating any taxes, assessment or other liens against the property, easements, restrictive covenants and rights-of-way, and ownerships of the property of the proposed development. A title report is acceptable.
- b. Subdivisions (must address subsection a & b)
- i. The proposed name of the subdivision must be on the plat.
 - ii. The proposed street pattern or layout showing the name and widths of proposed streets and alleys.
 - iii. Private streets and all restrictions or reservations relating to such private streets.
 - iv. Proposed Subdivision proposed lots, approximate dimensions, size and boundaries. Residential lots shall be numbered consecutively. Lots that are to be used for other than residential purposes shall be identified with letter designations.
 - v. Parks, playgrounds, recreation areas, parkways, and open space for public use, clearly identified.
 - vi. The location of existing or proposed bicycle and/or pedestrian facilities if required under Article VII of this Ordinance.
 - vii. Proposed means and location of sewage disposal and water supply systems.

3. Development Phasing

a. Subdivisions shall:

- i. provide for platting in as many as three (3) phases. The preliminary plan must show each phase and be accompanied by proposed time limitations for approval of the final plat for each phase.
- ii. Time limitations for the various phases must meet the following requirements:
 1. Phase 1 final plat shall be approved within twenty-four (24) months of preliminary approval.
 2. Phase 2 final plat shall be approved within thirty-six (36) months of preliminary approval.
 3. Phase 3 final plat shall be approved within forty-eight (48) months of preliminary approval.

b. Partitions shall:

- i. Provide all phasing for partitions. If phasing is proposed then road standards for subdivisions shall apply.
- ii. If a land division is proposed on a property that has been partitioned in the prior three years then the partition shall be reviewed pursuant to subdivision criteria.

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

CL

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.

CL

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 response 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 chose to revoke this permit or send this debt to a collection agency at your expense.

CL

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 bare 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.

CL

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

zabk felle
Applicant(s) Original Signature

Applicant(s) Original Signature

4/26/19
Date

Date

NOTE: Consent of owner is required should the applicant be other than the owner. The appropriate deed of record showing the ownership is also required.



300 W Anderson
(541)269-5127

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

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

Customer Ref.: Lillie
Order No.: 360619026948
Effective Date: April 18, 2019 at 08:00 AM
Charge: \$250.00

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

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

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

Caleb Lillie, an estate in fee simple

Premises. The Property is:

(a) Street Address:

18976 Highway 42, Myrtle Point, OR 97458

(b) Legal Description:

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

Part Two - Encumbrances

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

EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims, which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, which are not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the subject Land), encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. Rights of the public to any portion of the Land lying within the area commonly known as public roads, streets and highways.
7. Any adverse claim based upon the assertion that:
 - a) Said Land or any part thereof is now or at any time has been below the highest of the high watermarks of Middle Fork Coquille River, in the event the boundary of said Middle Fork Coquille River has been artificially raised or is now or at any time has been below the high watermark, if said Middle Fork Coquille River is in its natural state.
 - b) Some portion of said Land has been created by artificial means or has accreted to such portion so created.
 - c) Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of Middle Fork Coquille River, or has been formed by accretion to any such portion.
8. The rights of the public and governmental bodies for fishing, navigation and commerce in and to any portion of the Land herein described, lying below the high water line of the Middle Fork Coquille River.

The right, title and interest of the State of Oregon in and to any portion lying below the high water line of Middle Fork Coquille River.
9. Rights and easements for navigation and fishery which may exist over that portion of said Land lying beneath the waters of Middle Fork Coquille River.

10. Any rights in favor of the public which may exist on said Land if said Land or portions thereof are or were at any time used by the public.
11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Telephone and Telegraph Company
Recording Date: April 7, 1924
Recording No: Book: 92, Page 606
12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: School District No. 77
Purpose: water pipe line
Recording Date: August 1, 1927
Recording No: Book: 103, Page 269
13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Arnold U. Dalke etux
Recording Date: March 8, 1957
Recording No: Book: 257, Page 85
14. Limited access to and from the Land as set forth in Deed shown below, which provides that there shall be no right of easement or right of access to, from or across the State Highway other than as expressly provided for in said Deed:

Grantor: James B. Sypher and Meryl Sypher
Grantee: State of Oregon, by and through its State Highway Commission
Recording Date: June 1, 1961
Recording No.: Book 285 Page 349
15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Bridge Water District, a municipal corporation
Recording Date: September 27, 1961
Recording No: Book: 288, Page 170
16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Bridge Water District, a municipal corporation
Recording Date: September 27, 1961
Recording No: Book: 288, Page 174
17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: State Highway Commission
Recording Date: February 28, 1963
Recording No: Book: 299, Page 441
18. Limited access to and from the Land as set forth in Deed shown below, which provides that there shall be no right of easement or right of access to, from or across the State Highway other than as expressly provided for in said Deed:

Recording Date: August 18, 1961
Recording No.: Book: 311, Page 542

Ticor Title Company of Oregon
Order No. 360619026948

19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Daniel Gibbs etux
Purpose: right of way
Recording Date: June 30, 1969
Recording No: 69-06-40038

20. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Bridge Water District
Purpose: Easement and right of way
Recording Date: November 5, 1993
Recording No: 93-11-0270

21. Please be advised that our search did not disclose any open Deeds of Trust of record.
22. Furnish recording instructions with the documents to be recorded in this transaction. Said instructions must address each requirement made herein, list any endorsements to be issued with the policy and specify the recording order of any documents furnished.

The Company reserves the right to add additional items or make further requirements after review of the requested instructions prior to recording the documents or issuing any requested endorsement.

The Company also reserves the right to charge any applicable additional fees for any endorsement requested.

End of Reported Information

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

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

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

EXHIBIT "A"
Legal Description

Beginning at the Northeast corner of Section 33, Township 29 South, Range 11 West of the Willamette Meridian, Coos County, Oregon; thence West along the North line of said Section 33 a distance of 6.60 chains; thence South .78 chains; thence North 89° 45' West .75 chains; thence North .78 chains to the Section line; thence West .80 chains; thence South 38° 15' West 200 feet, more or less, to the most Northerly corner of that certain property described in Book 160, Page 147, Deed Records of Coos County, Oregon; thence Southeasterly along the Northeasterly line of said property described in said Book 160, Page 147 Deed Records of Coos County, Oregon and along the Northeasterly line of the properties described in Book 152, Page 364 Deed Records of Coos County, Oregon and Book 241, Page 571, Deed Records of Coos County, Oregon 300.0 feet, more or less, to the most Easterly corner of said property described in Book 241, Page 571, Deed Records of Coos County, Oregon; thence South 37° 00' West to the most Northerly corner of that certain property described in Book 257, Page 85 Deed Records of Coos County, Oregon; thence South 51° 45' East along the Northeasterly line of said property described in Book 257, Page 85 Deed Records of Coos County, Oregon 109.0 feet to the most Easterly corner of said property described in Book 257, Page 85 Deed Records of Coos County, Oregon; thence South 38° 15' West 544.0 feet to the center of the Middle Fork of the Coquille river; thence upstream along the center of said river, to a point which is 104.0 feet from when measured at right angles to, the East line of said Section 33; thence North parallel to and 104.0 feet West from the East line of said Section 33 to the most Northerly corner of said property described in Book 268, Page 133, Deed Records of Coos County, Oregon said point being on the former Southerly boundary of the State Highway; thence Southeasterly along the Northerly line of said property described in Book 268, Page 133 to the East line of said Section 33; thence North along the East line of said Section 33 to the point of beginning.

SAVE AND EXCEPT that portion of the above-described property lying within the boundaries of the State Highway.

ALSO SAVE AND EXCEPT that property conveyed to the State of Oregon, by and through its State Highway Commission recorded June 1, 1961 in Book 285, Page 349 Deed Records of Coos County, Oregon;

AND FURTHER SAVE AND EXCEPT that property conveyed in Deed recorded August 18, 1964 in Book 311, Page 542, Deed Records of Coos County, Oregon.

LESS that portion of the herein described property lying below the mean high water of the Middle Fork of the Coquille River.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

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

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

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

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

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

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

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

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

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

END OF THE LIMITATIONS OF LIABILITY

COOS County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2019

NOT OFFICIAL VALUE

April 12, 2019 2:15:14 pm

Account # 1102600
 Map # 29S1133A000100
 Code - Tax # 4181-1102600

Tax Status ASSESSABLE
 Acct Status ACTIVE
 Subtype NORMAL

Legal Descr See Record

Mailing Name LILLIE, CALEB

Deed Reference # 2018-7429

Agent

Sales Date/Price 08-02-2018 / \$175,000.00

In Care Of

Appraiser

Mailing Address 93284 LILLIE DR
 MYRTLE POINT, OR 97458-8834

Prop Class 101 MA SA NH Unit
 RMV Class 101 05 21 RRF 19318-1

Situs Address(s)	Situs City
ID# 10 18976 HWY 42	MYRTLE POINT

Value Summary					
Code Area	RMV	MAV	AV	RMV Exception	CPR %
4181 Land	172,540			Land	0
Impr.	41,690			Impr.	0
Code Area Total	214,230	139,580	139,580		0
Grand Total	214,230	139,580	139,580		0

Land Breakdown												
Code Area	ID#	RFPD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC	Trended RMV	
4181	20	<input checked="" type="checkbox"/>		RR-2, RC	Market	100	A	1.00	HS	001		
4181	30	<input checked="" type="checkbox"/>		RR-2, RC	Market	100	A	4.00	MV	002		
4181	10	<input type="checkbox"/>		RR-2, RC	Market	100	A	11.13	MV	002		
Grand Total								16.13				

Improvement Breakdown									
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex%	MS Acct #	Trended RMV
4181	1	1905	123	Two story-Class 2	100	1,240			41,690
Grand Total							1,240		41,690

Exemptions/Special Assessments/Potential Liability										
Code Area	Type									
<p>NOTATION(S):</p> <ul style="list-style-type: none"> ■ FIRE PATROL ADDED 2014 AFFIDAVIT #20303 - #1102690 COMBINED INTO #1102600 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION 										
4181										
FIRE PATROL:										
	■ FIRE PATROL SURCHARGE	Amount	47.50		Year	2019				
	■ FIRE PATROL TIMBER	Amount	23.11	Acres	15.13	Year	2019			

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

12-Apr-2019

LILLIE, CALEB
93284 LILLIE DR
MYRTLE POINT, OR 97458-8834

Tax Account #	1102600	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	4181
Situs Address	18976 HWY 42 MYRTLE POINT, OR 97458	Interest To	Apr 15, 2019

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,293.86	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,264.50	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,229.93	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,227.70	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,220.02	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$484.10	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$479.07	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$452.76	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$441.17	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$431.86	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$456.31	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$407.35	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$398.94	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$392.83	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$359.47	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$345.51	Nov 15, 2003
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$10,885.38	

TAX NOTATION...

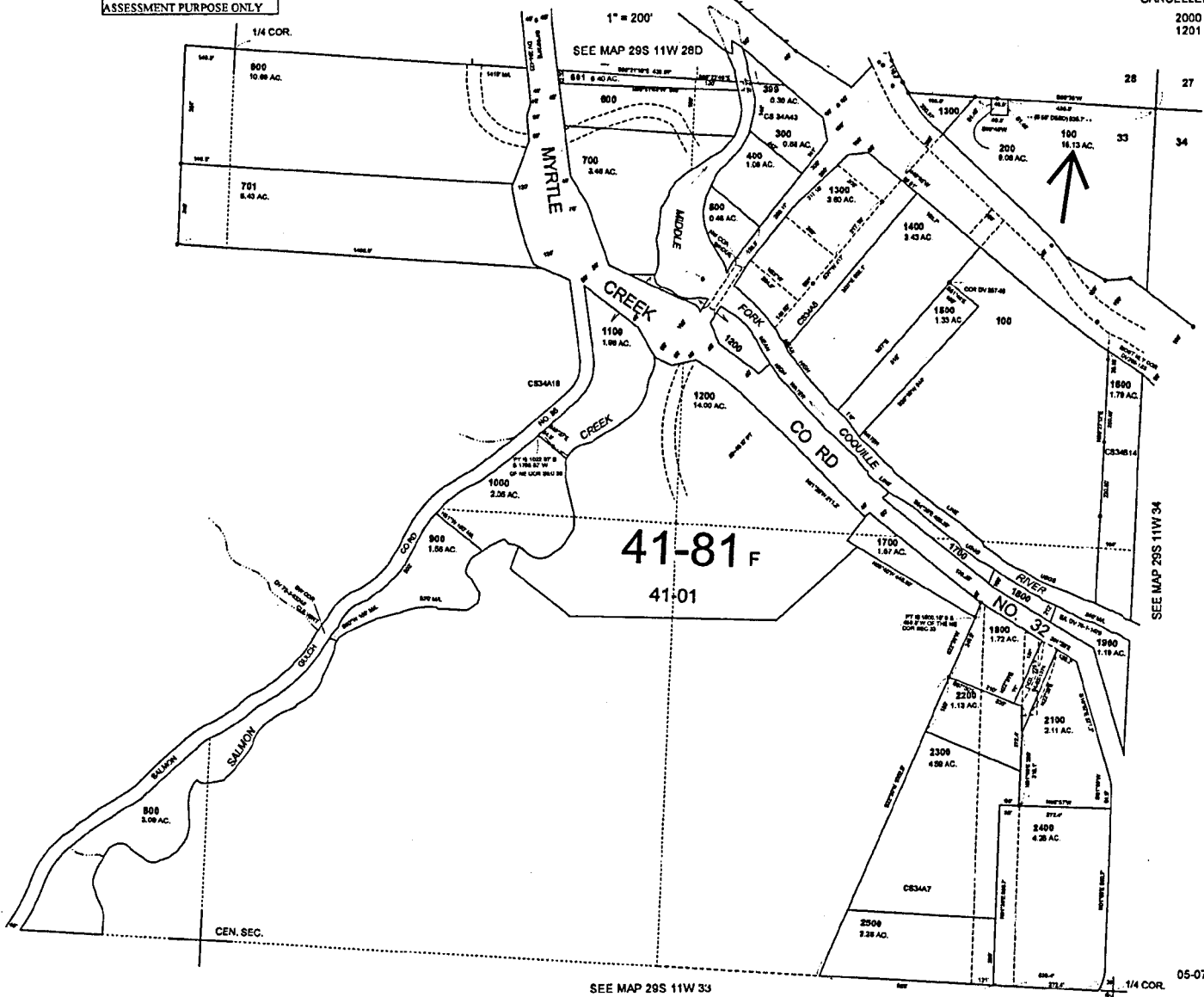
NOTATION CODE	DATE ADDED	DESCRIPTION
SPLIT CODE	4-Jun-2014	AFFIDAVIT #20303 - #1102690 COMBINED INTO #1102600 RURAL FIRE/FIRE PATROL SPLIT CODE CONSOLIDATION

NE1/4 SEC. 33 T29S R11W W.M.
COOS COUNTY

29S 11W 33A

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

CANCELLED NO.
2000
1201



SEE MAP 29S 11W 33

05-07-2010

29S 11W 33A



Township _____ Range _____ Section _____

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

TICOR TITLE COMPANY

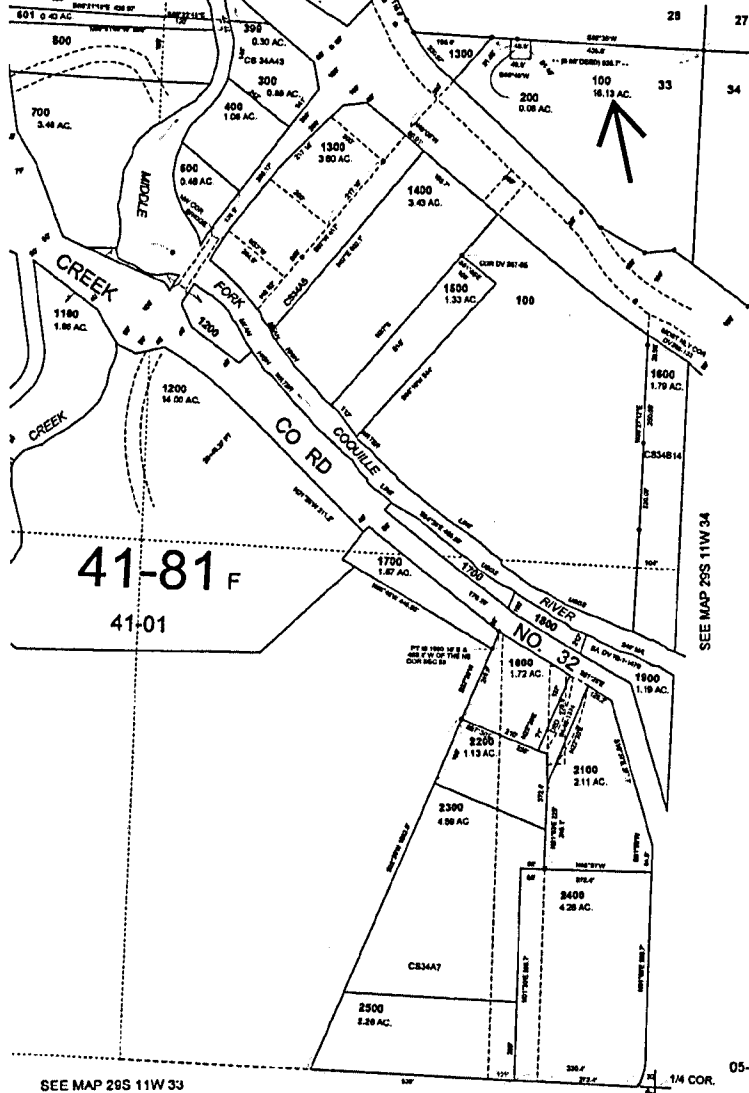
SEC. 33 T29S R11W W.M.
COOS COUNTY

29S 11W 33A

CANCELLED NO.
2000
1201

1" = 200'

SEE MAP 29S 11W 28D



SEE MAP 29S 11W 33

05-07-2010

29S 11W 33A



N

Township _____ Range _____ Section _____

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

TICOR TITLE COMPANY

RECORDING REQUESTED BY:



300 W Anderson Avenue, PO Box 1075
Coos Bay, OR 97420

GRANTOR'S NAME:
James Hatfield and Donna D. Hatfield

GRANTEE'S NAME:
Caleb Lillie

AFTER RECORDING RETURN TO:
Order No.: 360618024410-TT
Caleb Lillie
93284 Lillie Drive
Myrtle Point, OR 97458

SEND TAX STATEMENTS TO:
Caleb Lillie
93284 Lillie Drive
Myrtle Point, OR 97458

APN: 1001102600
18976 Highway 42, Myrtle Point, OR 97458

COOS COUNTY, OREGON 2018-07429
\$106.00 08/03/2018 09:13:04 AM
DEBBIE HELLER, CEA, COOS COUNTY CLERK Pgs=5

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

James Hatfield and Donna D. Hatfield, as tenants by the entirety, Grantor, conveys and warrants to Caleb Lillie, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Coos, State of Oregon:

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

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00). (See ORS 93.030).

Subject to:

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

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.

STATUTORY WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 8/2/18

James Hatfield
James Hatfield

Donna D. Hatfield
Donna D. Hatfield

State of Oregon
County of Coos

This instrument was acknowledged before me on 8-2-18 by James Hatfield and Donna D. Hatfield.

Tonya Leanne Tucker
Notary Public - State of Oregon

My Commission Expires: 5-17-22



EXHIBIT "A"
Legal Description

Beginning at the Northeast corner of Section 33, Township 29 South, Range 11 West of the Willamette Meridian, Coos County, Oregon; thence West along the North line of said Section 33 a distance of 6.60 chains; thence South .78 chains; thence North 89° 45' West .75 chains; thence North .78 chains to the Section line; thence West .80 chains; thence South 38° 15' West 200 feet, more or less, to the most Northerly corner of that certain property described in Book 160, Page 147, Deed Records of Coos County, Oregon; thence Southeasterly along the Northeasterly line of said property described in said Book 160, Page 147 Deed Records of Coos County, Oregon and along the Northeasterly line of the properties described in Book 152, Page 364 Deed Records of Coos County, Oregon and Book 241, Page 571, Deed Records of Coos County, Oregon 300.0 feet, more or less, to the most Easterly corner of said property described in Book 241, Page 571, Deed Records of Coos County, Oregon; thence South 37° 00' West to the most Northerly corner of that certain property described in Book 257, Page 85 Deed Records of Coos County, Oregon; thence South 51° 45' East along the Northeasterly line of said property described in Book 257, Page 85 Deed Records of Coos County, Oregon 109.0 feet to the most Easterly corner of said property described in Book 257, Page 85 Deed Records of Coos County, Oregon; thence South 38° 15' West 544.0 feet to the center of the Middle Fork of the Coquille river; thence upstream along the center of said river, to a point which is 104.0 feet from when measured at right angles to, the East line of said Section 33; thence North parallel to and 104.0 feet West from the East line of said Section 33 to the most Northerly corner of said property described in Book 268, Page 133, Deed Records of Coos County, Oregon said point being on the former Southerly boundary of the State Highway; thence Southeasterly along the Northerly line of said property described in Book 268, Page 133 to the East line of said Section 33; thence North along the East line of said Section 33 to the point of beginning.

SAVE AND EXCEPT that portion of the above-described property lying within the boundaries of the State Highway.

ALSO SAVE AND EXCEPT that property conveyed to the State of Oregon, by and through its State Highway Commission recorded June 1, 1961 in Book 285, Page 349 Deed Records of Coos County, Oregon;

AND FURTHER SAVE AND EXCEPT that property conveyed in Deed recorded August 18, 1964 in Book 311, Page 542, Deed Records of Coos County, Oregon.

LESS that portion of the herein described property lying below the mean high water of the Middle Fork of the Coquille River.

EXHIBIT "B"
Exceptions

Subject to:

1. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2018-2019.
2. Rights of the public to any portion of the Land lying within the area commonly known as public roads, streets and highways.
3. Any adverse claim based upon the assertion that:
 - a) Said Land or any part thereof is now or at any time has been below the highest of the high watermarks of Middle Fork Coquille River, in the event the boundary of said Middle Fork Coquille River has been artificially raised or is now or at any time has been below the high watermark, if said Middle Fork Coquille River is in its natural state.
 - b) Some portion of said Land has been created by artificial means or has accreted to such portion so created.
 - c) Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of Middle Fork Coquille River, or has been formed by accretion to any such portion.
4. The rights of the public and governmental bodies for fishing, navigation and commerce in and to any portion of the Land herein described, lying below the high water line of the Middle Fork Coquille River.

The right, title and interest of the State of Oregon in and to any portion lying below the high water line of Middle Fork Coquille River.
5. Rights and easements for navigation and fishery which may exist over that portion of said Land lying beneath the waters of Middle Fork Coquille River.
6. Any rights in favor of the public which may exist on said Land if said Land or portions thereof are or were at any time used by the public.
7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Telephone and Telegraph Company
Recording Date: April 7, 1924
Recording No: Book: 92, Page 606
8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: School District No. 77
Purpose: water pipe line
Recording Date: August 1, 1927
Recording No: Book: 103, Page 269
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Arnold U. Dalke et ux
Recording Date: March 8, 1957
Recording No: Book: 257, Page 85
10. Limited access to and from the Land as set forth in Deed shown below, which provides that there shall be no right of easement or right of access to, from or across the State Highway other than as expressly provided for in said Deed:

Grantor: James B. Sypher and Meryl Sypher
Grantee: State of Oregon, by and through its State Highway Commission
Recording Date: June 1, 1961
Recording No.: Book 285 Page 349
11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Bridge Water District, a municipal corporation
Recording Date: September 27, 1961
Recording No: Book: 288, Page 170
12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Bridge Water District, a municipal corporation
Recording Date: September 27, 1961
Recording No: Book: 288, Page 174
13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: State Highway Commission
Recording Date: February 28, 1963
Recording No: Book: 299, Page 441

EXHIBIT "B"
Exceptions

14. Limited access to and from the Land as set forth in Deed shown below, which provides that there shall be no right of easement or right of access to, from or across the State Highway other than as expressly provided for in said Deed:

Recording Date: August 18, 1961
Recording No.: Book: 311, Page 542

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Daniel Gibbs etux
Purpose: right of way
Recording Date: June 30, 1969
Recording No: 69-06-40038

16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Bridge Water District
Purpose: Easement and right of way
Recording Date: November 5, 1993
Recording No: 93-11-0270

purpose of repairs, etc., provided always that said Telephone Company shall be responsible for any damage which may be unnecessarily done to the property above described.

Witness: Ray B. Keith, F. A. Meverden.

C. H. Nosler

Form Approved;
H. D. Pillsbury
V. P. & Gen'l Attorney.

State of Oregon,
County of Coos. SS. BE IT REMEMBERED, That on this 2 day of February, A.D. 1924, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared the within named C. H. Nosler who is known to me to be the identical individual who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

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

Recorded April 7, 1924, 11:00 A.M.
I. F. Bunch, County Clerk.

Frank "A" Meverden
Notary Public for Oregon.
My commission expires 1-10-28.
(Notarial Seal)

26909-

February 7, 1924.

For and in consideration of the sum of One (\$1.00) Dollar, receipt whereof is hereby acknowledged, a right-of-way is hereby granted to The Pacific Telephone and Telegraph Company, its successors and assigns, with the right to erect and maintain poles with the necessary wires and fixtures thereon, and to keep same free from foliage across the certain property belonging to Clarence R. Davis, and situated in the County of Coos, State of Oregon, and described as follows:

Thru the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 33 T 29 S. R 11 W W. M.

Line to be built as surveyed and staked at this date. Permission is also granted the said telephone company to clear a right of way 12 1/2 feet each side of said Pole line, and remove all hazards.

The right is also hereby granted the Telephone Company to place and maintain gates in fences at the point or points where the right-of-way intersects said fences.

The grantor agrees not to grant any right or permit for the erection or maintenance of any electric power transmission line or lines upon or over said property, parallel with and within 60 feet of the lines placed by the Telephone Company, or for the erection and maintenance of any such line or lines across the Telephone Company's lines placed upon said right-of-way at an angle of less than thirty-five (35) degrees.

It is understood that the employees of said Telephone Company, shall at any time when necessary have access to said right of way and the poles and wires thereon for purposes of repairs, etc., provided always that said Telephone Company shall be responsible for any damage which may be unnecessarily done to the property above described.

Witness:
O. S. Murphy, Frank Meverden.

Clarence R. Davis

Form approved
H. D. Pillsbury
V. P. & Gen'l Attorney.

State of Oregon,
County of Coos. SS. BE IT REMEMBERED, That on this 7 day of February, 1924, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared the within named Clarence R. Davis, who is known to me to be the identical individual who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

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

Recorded April 7, 1924. 11:00 A.M.
I. F. Bunch, County Clerk.

Frank "A" Mevarden
Notary Public for Oregon.
My commission expires 1-10-28.
(Notarial Seal)

25910-

March 15, 1924.

For and in consideration of the sum of One (\$1.00) Dollar, receipt whereof is hereby acknowledged, a right-of-way is hereby granted to The Pacific Telephone and Telegraph Company, its successors and assigns, with the right to erect and maintain poles, with the necessary wires and fixtures thereon, and to keep same free from foliage across that certain property belonging to L. B. Jennings, and situated in the County of Coos, State of Oregon, and described as follows:

Thru the SW $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Sec 33, and thru the SE $\frac{1}{2}$ of the NW $\frac{1}{2}$ of Sec. 33, all in^g 29 S.R. 10 N.W. M. The location of the said right of way to be as surveyed and staked at this date. Permission is also granted the said telephone company to cut all trees and brush for a distance of 12 1/2 feet each side of said pole line except fruit trees which may be pruned in workman like manner should they reach the wires.

Permission is also granted the said telephone company to cut all tree hazards which will reach the said.

The right is also hereby granted the Telephone Company to place and maintain gates in fences at the point or points where the right-of-way intersects said fences.

The grantor agrees not to grant any right or permit for the erection or maintenance of any electric power transmission line or lines upon or over said property, parallel with and within 500 feet of the lines placed by the Telephone Company, or for the erection and maintenance of any such line or lines across the Telephone Company's lines placed upon said right-of-way at an angle of less than thirty-five (35) degrees.

It is understood that the employees of said Telephone Company shall, at any time when necessary, have access to said right-of-way and the poles and wires thereon, for purpose of repairs, etc., provided always that said Telephone Company shall be responsible for any damage which may be unnecessarily done to the property above described.

Witness: Charles Brambaugh, Frank Mevarden. L. B. Jennings

Form Approved
H. D. Pillsbury
V. P. & Gen'l Attorney.

State of Oregon,
County of Coos, SS. BE IT REMEMBERED, that on this 15th day of March, A. D. 1924, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared the within named L. B. Jennings who is known to me to be the identical individual who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

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

Recorded April 7, 1924. 11:00 A.M.
I. F. Bunch, County Clerk.

Frank "A" Mevarden
Notary Public for Oregon.
My commission expires 1-10-28.
(Notarial Seal)

25911-

March 7, 1924.

For and in consideration of the sum of One (\$1.00) Dollar, receipt whereof is hereby acknowledged, a right-of-way is hereby granted to The Pacific Telephone and Telegraph Company, its successors and assigns, with the right to erect and maintain poles with the

D-92

purposes of repairs, etc., provided always that said Telephone Company shall be responsible for any damage which may be unnecessarily done to the property above described.

Witness: Ray B. Keith, F. A. Meverden. C. E. Mosler

Form Approved;
H. D. Pillsbury
V. P. & Gen'l Attorney.

State of Oregon,
County of Coos. SS. BE IT REMEMBERED, That on this 2 day of February, A.D. 1924, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared the within named C. E. Mosler who is known to me to be the identical individual who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

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

Frank "A" Meverden
Notary Public for Oregon.
My commission expires 1-10-28.
(Notarial Seal)

Recorded April 7, 1924. 11:00 A.M.
I. P. Bunch, County Clerk.

25909-

February 7, 1924.

For and in consideration of the sum of One (\$1.00) Dollar, receipt whereof is hereby acknowledged, a right-of-way is hereby granted to The Pacific Telephone and Telegraph Company, its successors and assigns, with the right to erect and maintain poles with the necessary wires and fixtures thereon, and to keep same free from foliage across that certain property belonging to Clarence R. Davis, and situated in the County of Coos, State of Oregon, and described as follows:

Thru the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 33 T 29 S. R. 11 W. W. M.

Line to be built as surveyed and taken at this date. Permission is also granted the said telephone company to clear a right of way 12 1/2 feet each side of said Pole line, and remove all hazards.

The right is also hereby granted the Telephone Company to place and maintain gates in fences at the point or points where the right-of-way intersects said fences.

The grantor agrees not to grant any right or permit for the erection or maintenance of any electric power transmission line or lines upon or over said property, parallel with and within 60 feet of the lines placed by the Telephone Company, or for the erection and maintenance of any such line or lines across the Telephone Company's lines placed upon said right-of-way at an angle of less than thirty-five (35) degrees.

It is understood that the employees of said Telephone Company, shall at any time when necessary have access to said right of way and the poles and wires thereon for purposes of repairs, etc., provided always that said Telephone Company shall be responsible for any damage which may be unnecessarily done to the property above described.

Witness:
C. S. Murphy, Frank Meverden.

Clarence R. Davis

Form approved
H. D. Pillsbury
V. P. & Gen'l Attorney.

State of Oregon,
County of Coos. SS. BE IT REMEMBERED, That on this 7 day of February, 1924, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared the within named Clarence R. Davis, who is known to me to be the identical individual who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

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

36488-

KNOW ALL MEN BY THESE PRESENTS, That We, Leela Elrod and I. A. Elrod, husband and wife in consideration of Ten and no/100 Dollars, to us in hand paid by E. W. Gregg, Inc., a Corporation, have bargained and sold and by these presents do grant, bargain, sell and convey unto said E. W. Gregg, Inc., a Corporation, its heirs and assigns, all the following bounded and described real property, situate in the County of Coos and State of Oregon, to-wit:

Lot Ten (10) in Block Seventy-One (71) in Notley's Addition to Coquille City, now City of Coquille, according to the plat thereof on file and of record in the office of the County Clerk of Coos County, Oregon; together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; and also all our estate, right, title and interest in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD the above described and granted premises unto the said E.W. Gregg, Inc., a Corporation, its heirs and assigns forever. And we the grantors above named do covenant to and with the above named grantee its heirs and assigns that we are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances and that we will and our heirs, executors and administrators shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, We, the grantors above named, hereunto set our hands and seals this 27th day of July, 1927.

Signed, Sealed and delivered in the presence of us as witnesses:
J. Arthur Berg, E. W. Gregg

Leela Elrod (SEAL)
I. A. Elrod (SEAL)

STATE OF OREGON
County of Coos. ~~SS~~ BE IT REMEMBERED, That on this 27th day of July, A. D. 1927 before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named Leela Elrod and I. A. Elrod, husband and wife, who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same.

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

J. Arthur Berg
Notary Public for Oregon
My commission expires Sept. 22, 1929
(Notarial Seal)

Recorded August 1st, 1927, 10:15 A.M.
Robt R. Watson, County Clerk

D-103

36489-

THIS INDENTURE WITNESSETH, That Clarence R. Davis, a widower, for the consideration of the sum of Ten Dollars, to him paid, has bargained and sold and by these presents does bargain, sell and convey unto School District No. 77, Bridge, Coos County, Oregon, the following described premises, to-wit:

"Beginning at a point 6.60 chains West from the North-east corner of Section 33, thence South .78 chains, thence North 89 degrees 45 minutes West .75 chains, thence North .78 chains, to the Section line, thence South 89 degrees 45 minutes East .75 chains to beginning, being a small tract of land for reservoir site as now constructed and in use by said school district, together with an easement to enter upon and along the pipe line as now laid for repairs and maintenance across lands of the grantor," and being situated in Section 33, Township 29 South, Range 11 West Willamette Meridian, in Coos County, Oregon.

Together with all the tenements, hereditaments and appurtenances thereunto belonging, and also all my estate, right, title and interest in and to the same, including dower and claim of dower.



KNOW ALL MEN BY THESE PRESENTS, That James B. Sypher and Beryl Sypher, husband and wife,

in consideration of Ten and NO/100 Dollars,

to them paid by Arnold U. Dalke and Doris Jean Dalke, husband and wife, grantees,

do hereby grant, bargain, sell and convey unto the said grantees, as tenants by the entirety, their heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Coos and State of Oregon, bounded and described as follows, to-wit:

A parcel of land situated in the NE 1/4 of the NE 1/4 of Section 33, Township 29 South, Range 11 West of the Willamette Meridian, Coos County, Oregon, particularly described as follows: Beginning at a point in the center of the Middle Fork of the Coquille River which is 8.15 chains West, 13.90 chains South 38° 15' West and 3.94 chains South 55° 00' East from the Southeast corner of said Section 33, said point being the Southeast corner of a parcel of land conveyed to G. A. Young et ux by deed recorded in Book 541, Page 571, Deed Records of Coos County, Oregon; thence North 57° 00' East along Young's Easterly line 518 feet; thence South 51° 45' East 300 feet; thence South 38° 15' West 544 feet; thence along the center of the said Middle Fork North 38° 20' West 112 feet to the place of beginning, together with a right of way and easement over and across the presently existing roadway located over the property belonging to James B. Sypher et ux immediately North of the above described premises for use of ingress to and egress from the property herein conveyed, to be used in common with the Sellers.

To Have and to Hold the above described and granted premises unto the said grantees as tenants by the entirety, their heirs and assigns forever.

And we, the grantors, covenant that we, our heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

Witness our hand and seal this 7th day of March, 1957.

James B. Sypher (SEAL)
Beryl Sypher (SEAL)

STATE OF OREGON,

County of Coos

On this 7th day of March, 1957.

before me, the undersigned, a Notary Public in and for said County and State; personally appeared the within named James B. Sypher and Beryl Sypher, husband and wife,

known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

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

Notary Public for Oregon
My Commission expires Sept. 22, 1960

WARRANTY DEED

James B. Sypher

Beryl Sypher

TO

Arnold U. Dalke

Doris Jean Dalke

AFTER RECORDING RETURN TO

4991

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

STATE OF OREGON,

County of Coos

I certify that the within instrument was received for record on the day of MAR 8 - 1957, 1957, at 9 o'clock P.M. and recorded in book 257, page 85. Record of Deeds of said County.

Witness my hand and seal of County affixed.

GEORGIANNA VAUGHAN

By [Signature] Deputy.

DOCKET NO.



File No. 32880

55327

WARRANTY DEED
(Individual)**Know All Men by These Presents,** That we, James T. Sypher and Cheryl Sypher...

... husband and wife, ... grantor^s ..., for the consideration of the sum of ... Nine Thousand Three Hundred Seventy and 100/100 (\$9,370.00) ... DOLLARS to ... paid, have bargained and sold and by these presents do ... bargain, sell and convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, the following described premises, to wit:

PARCEL NO. 1

A parcel of land lying in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 33, Township 29 South, Range 11 West, W.M., Coos County, Oregon, the said parcel being bounded on the Northwestern side by that property described in that deed to G. A. Young, et ux, recorded in Book 241, Page 571 of Coos County Deed Records; bounded on the Northeast side by the existing Coos Bay-Roseburg Highway; bounded on the Easterly side by that property described in that deed to Wayne E. Lamb, et ux, recorded in Book 268, Page 133 of Coos County Deed Records; and bounded on the Southwesterly side by a line which is parallel to and 60 feet Southwesterly of the center line of the Coos Bay-Roseburg Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 525+00, said Station being 11.26 feet South and 894.05 feet West of the Northeast corner of said Section 33; thence South 49° 19' 30" East 767.69 feet; thence on a spiral curve left (the long chord of which bears South 53° 29' 24" East) 500 feet to Station 537+67.69, said center line crosses the Southeast side of said Young property approximately at Engineer's center line Station 530+55.

(Bearings used herein are based upon the Oregon Co-ordinate System, South Zone.)

The parcel of land to which this description applies contains 0.75 acre, outside of the existing right of way.

PARCEL NO. 2

A parcel of land lying in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 33, Township 29 South, Range 11 West, W.M., Coos County, Oregon, and being a portion of that property described in that certain deed to James B. Sypher, et ux, recorded in Book 218, Page 29 of Coos County Records of Deeds; the said parcel being that portion of said property lying Northeast of the existing Coos Bay-Roseburg Highway, lying Southeast of that property described in that deed to School District #77-C, recorded in Book 230, Page 197 of Coos County Deed Records and included in a strip of land variable in width, lying on the Northeast side of the center line of the Coos Bay-Roseburg Highway as said highway has been relocated, which center line is described in Parcel #1.

Said center line crosses the East line of said Section 33 approximately at Station 536+20.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Northeastly Side of Center Line
525+00		532+67.69	80
532+67.69		534+00	80 in a straight line to 100
534+00		535+00	100 in a straight line to 70
535+00		537+67.69	70

The parcel of land to which this description applies contains 0.23 acre.

As a part of the consideration hereinabove stated, there is also bargained, sold, conveyed and relinquished to the Grantee all existing, future or potential common law or statutory abutter's easements of access between the right of way of the public way identified as the relocated Coos Bay-Roseburg Highway, including the existing Coos Bay-Roseburg Highway and all of the Grantors' remaining real property.

Reserving for service of the said remaining property, right of access from Grantors' remaining property to the highway right of way, at each of the following places:

Hwy. Engr's Sta.	Width	Side of Highway	Purpose
531+30	25 feet	Southwesterly	Unrestricted
534+00	25 feet	Southwesterly	Unrestricted
535+90	25 feet	Northeasterly	Unrestricted
529+50	25 feet	Northeasterly	Unrestricted

Grantee has the right to construct or otherwise provide at any future time a public frontage road or roads; whereupon all rights of access hereinabove reserved to and from the highway that are on or adjacent to any such frontage road or roads shall cease, but the Grantors, their heirs and assigns, shall have access to the frontage road or roads for any purpose upon obtaining a permit from the State under the applicable statutes and regulations governing the same. Said road or roads shall be connected to the main highway or to other public ways only at such places as Grantee may select.

It is expressly intended that these covenants, burdens and restrictions shall run with the land and shall forever bind the Grantors, their heirs and assigns.

TO HAVE AND TO HOLD the said premises with their appurtenances, in fee simple, unto the said State of Oregon, by and through its State Highway Commission, its successors and assigns forever.

And we the said grantor do hereby covenant to and with the said State of Oregon, by and through its State Highway Commission, its successors and assigns, that the owner... the owner... in fee simple of said premises, that they are free from all encumbrances

and that we will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 29th day of May, 1961.

Done in presence of:

James B. Sypher (SEAL)
Reryl Sypher (SEAL)

33327

Warranty Deed (Individual)

FROM James B. Sypher, et ux

TO STATE OF OREGON BY AND THROUGH ITS STATE HIGHWAY COMMISSION

STATE OF OREGON, County of Clatsop

I certify that the within was received at 9:45 o'clock A.M. on the 29th day of JUN 1, 1961, and duly recorded by me in Clatsop County Records, Book of Deeds, Volume 275, Page 349

GEORGIANNA VAUGHAN County Clerk or Recorder

By Ed [Signature] Deputy

Return to OREGON STATE HIGHWAY COMMISSION Salem, Oregon

State Printing 1961

50 4/2

STATE OF OREGON,

County of Clatsop

On this 29th day of May, 1961, personally came before me, a Notary Public in and for said county and state, the within named James E. Sypher and Reryl Sypher, his wife, to me personally known to be the identical persons described in, and who executed the within instrument, and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

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



My commission expires March 7, 1963

35717
EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That DAVID E. HATFIELD,
and PHILLIS E. HATFIELD, also known as Phyllis E. Hatfield,
Husband and Wife, LYMAN L. HATFIELD and SHARON HATFIELD,
Husband and Wife, and HARRY A. HATFIELD, a widower, herein
referred to as First Parties, in consideration of ONE AND NO/100
DOLLARS (\$1.00) and other valuable consideration to them
in hand paid by BRIDGE WATER DISTRICT, a municipal corporation
of Coos County, Oregon, herein referred to as Second Party,
receipt whereof is hereby acknowledged, do hereby grant,
bargain, sell and convey unto Second Party, its successors
and assigns, a permanent right of way and easement over
and across the following described real property, to-wit:

A strip of land ten (10) feet in width
adjoining the southerly boundary line of
relocated Oregon State Highway #42, as
the same now exists, situated upon real
property owned by First Parties, and
located in the Northeast quarter of the
Northeast quarter of Section 33, Township
29 South, Range 11 West of the Willamette
Meridian, in Coos County, Oregon.

for the purposes of constructing, installing, laying,
relaying, maintaining, repairing and removing a water pipe
line upon, over and under said real property.

TO HAVE AND TO HOLD said right of way and easement
unto Second Party, its successors and assigns, forever.

IN WITNESS WHEREOF, First Parties have hereunto set
their hands and seals this 25th day of September, 1961.

David E. Hatfield (SEAL)
David E. Hatfield

Phyllis E. Hatfield (SEAL)
Phyllis E. Hatfield

Lyman L. Hatfield (SEAL)
Lyman L. Hatfield

Sharon Hatfield (SEAL)
Sharon Hatfield

Harry A. Hatfield (SEAL)
Harry A. Hatfield
(First Parties)

Vol 288 pg 171

STATE OF OREGON)
County of Coos) ss.

On this 25th day of September, 1961, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named DAVID E. HATFIELD and PHILLIS E. HATFIELD, Husband and Wife, LYMAN L. HATFIELD and SHARON HATFIELD, Husband and Wife, and HARRY A. HATFIELD, a widower, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

[Signature]

Notary Public for Oregon

My Commission Expires: 3/2/1963

RECORDED SEP 27 1961
GEORGIANNA WILSON, COUNTY CLERK

Page two and last.

EASEMENT FOR DRAINAGE FACILITIES

45680

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Fifty and No/100 Dollars (\$50.00), receipt of which is hereby acknowledged, we, David E. Hatfield and Phyllis E. Hatfield, husband and wife; Irsan L. Hatfield and Caroline R. Hatfield, H & W and Sharon Hatfield, husband and wife; Harry A. Hatfield, ~~husband and wife~~, hereinafter referred to as "Grantors", have granted and by these presents do grant to the State of Oregon, by and through its State Highway Commission, hereinafter referred to as "State", a perpetual right, license and easement to construct, operate and maintain drainage facilities over and across the following described parcel of land, to wit:

A parcel of land lying in the NE¹/₄ of Section 33, Township 29 South, Range 11 West, W. M., Coos County, Oregon; the said parcel being bounded on the Northwesterly side by that property described in that deed to G. A. Young, recorded in Book 241, Page 571 of Coos County Deed Records; bounded on the Northeastly side by that property described in that deed to the State of Oregon, by and through its State Highway Commission, recorded in Book 285, Page 349 of Coos County Deed Records; bounded on the Southwesterly side by that property described in that deed to Oren Darius Dunn, recorded in Book 257, Page 86 of Coos County Deed Records; and bounded on the Southeasterly side by a line which is parallel to and 20 feet Southeasterly of the Southeasterly line of said Young property.

The parcel of land to which this description applies contains 2,600 square feet, more or less.

The easement herein granted shall be upon the following terms and conditions, to wit:

1. Grantors shall have full use of the area for purposes not inconsistent with this easement; it being understood that State shall bury drainage pipes at sufficient depth to allow cultivation of the easement area by Grantors.
2. The existing buildings may continue to encroach on the Easterly five feet of the easement area; however, no further buildings shall be erected on said easement area.
3. State shall operate and maintain said drainage pipes and sump appurtenant thereto in such a manner as to prevent or control any overflow of excess drainage water onto the surrounding land surface.

TO HAVE AND TO HOLD the said right, license and easement unto the said State of Oregon, by and through its State Highway Commission, its successors and assigns forever.

And we the said Grantors do hereby covenant to and with the State of Oregon, by and through its State Highway Commission, that we are the owners in fee simple of said premises; that they are free from all encumbrances, and that we will warrant and defend the easement herein described from all lawful claims whatsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11th day of December, 1962.

David E. Hatfield (SEAL)
David E. Hatfield
Phyllis E. Hatfield (SEAL)
Phyllis E. Hatfield
Iman L. Hatfield (SEAL)
Iman L. Hatfield
Sharon Hatfield (SEAL)
Sharon Hatfield
Harry A. Hatfield (SEAL)
Harry A. Hatfield
Caroline R. Hatfield

STATE OF OREGON
County of Clatsop ss

On this 11th day of December, 1962, personally came before me, a notary public in and for said county and state, the within named David E. Hatfield and Phyllis E. Hatfield, his wife, to me personally known to be the identical persons described in, and who executed the within instrument, and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

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



Carlean
Notary Public for Oregon
My commission expires: 3-2-1963

STATE OF OREGON
County of Linn ss

On this 18th day of February, 1962, personally came before me, a notary public in and for said county and state, the within named Iman L. Hatfield and Sharon Hatfield, his wife, to me personally known to be the identical persons described in, and who executed the within instrument, and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

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



G. M. North
Notary Public for Oregon
My commission expires: October 6 1964

STATE OF OREGON
County of Multnomah } ss

On this 25th day of February, 1963, personally came before me, a notary public in and for said county and state, the within named Harry A. Hatfield and Caroline E. Hatfield, his wife, to me personally known to be the identical persons described in, and who executed the within instrument, and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

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

[Signature]
Notary Public for Oregon

My commission expires: Sept. 18, 1966

RECORDED FEB 28 1963 AT 10⁴⁷ AM
MURIEL PAULSEN, COUNTY CLERK

WARRANTY DEED
(Individual)

Know All Men by These Presents, That we, David E. Hatfield and

Phyllis E. Hatfield, husband and wife; Lyman L. Hatfield and Sharon Hatfield, also known as Sharon L. Hatfield, husband and wife; Harry A. Hatfield, ~~successor~~ and Caroline Hatfield, husband and wife, grantor, for the consideration of

the sum of Fifty and No/100 (\$50.00) ----- DOLLARS

to US ----- paid, have bargained and sold and by these presents do bargain, sell and convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, the following described premises, to wit:

A parcel of land lying in the NE1/4 of Section 33, Township 29 South, Range 11 West, W. M., Coos County, Oregon, and being a portion of that property described in that deed to David E. Hatfield, et al, recorded in Book 287, Page 480 of Coos County Records of Deeds; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Northeasterly side of the center line of the Coos Bay-Roseburg Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 525+00, said Station being 11.26 feet South and 894.05 feet West of the Northeast corner of said Section 33; thence South 49° 19' 30" East, 767.69 feet; thence on a spiral curve left (the long chord of which bears South 53° 29' 24" East) 500 feet to Engineer's Station 537+67.69. The Northeasterly line of said strip of land crosses the East line of said property approximately opposite Engineer's center line Station 535+25.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Northeasterly Side of Center Line
525+00		532+67.69	80
532+67.69		534+00	80 in a straight line to 100
534+00		534+50	100 in a straight line to 150
534+50		537+00	150

(Bearings used herein are based upon the Oregon Co-ordinate System, South Zone.)

The parcel of land to which this description applies contains 0.2 acre outside of the existing right of way.

As a part of the consideration hereinabove stated, there is also bargained, sold, conveyed and relinquished to the Grantee all existing, future or potential common law or statutory abutter's easements of access between the parcel herein described and all of the Grantors' remaining real property, including access previously reserved at Highway Engineer's Station 535+50.

It is expressly intended that these covenants, burdens, restrictions and reservations shall run with the land and shall forever bind the Grantors, their heirs and assigns.

re/ta



My commission expires 1964

On this 20th day of February, 1964, personally came before me, David E. Hatfield, a Notary Public in and for said county and state, the within named and Phyllis B. Hatfield, his wife, to the personally known to be the identical persons described in and who executed the within instrument, and they each personally acknowledged to me that they executed the same freely and voluntarily for the purposes herein named.

STATE OF OREGON,
County of Clatsop

WARRANTY DEED
(Individual)

FROM
David E. Hatfield et al

TO

STATE OF OREGON
BY AND THROUGH ITS
STATE HIGHWAY COMMISSION

STATE OF OREGON,
County of _____

I certify that the within was received at _____ o'clock _____ m. on the _____ day of _____ 19____, and duly recorded by me in _____ County Records, Book of Deeds, Volume _____ Page _____
By _____ Deputy
State Notary Public

RETURN TO:
OREGON STATE HIGHWAY COMMISSION
STATE HIGHWAY DEPT.
SALEM OREGON

[Seal] David E. Hatfield
[Seal] Phyllis B. Hatfield
[Seal] _____
[Seal] _____
[Seal] _____
[Seal] _____
[Seal] _____
[Seal] _____

Done in presence of:

this 20 day of February, 1964

IN WITNESS WHEREOF, we have hereunto set our hand, and seal.

and that _____ will warrant and defend the same from all lawful claims whatsoever.

TO HAVE AND TO HOLD the said premises with their appurtenances, in fee simple, unto the said State of Oregon, by and through its State Highway Commission, its successors and assigns forever.
And we the said grantor, do hereby covenant to and with the said State of Oregon, by and through its State Highway Commission, its successors and assigns, that _____ the owner, in fee simple of said premises; that they are free from all encumbrances

STATE OF OREGON,

County of Linn

} ss.

VOL 311 PAGE 544

On this 17th day of March, 1964, personally came before me, a notary public in and for said county and state, the within named Lyman L. Hatfield and Sharon Hatfield, also known as Sharon L. Hatfield, his wife, to me personally known to be the identical person S described in, and who executed the within instrument, and who each personally acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein named.



and official seal the day and year last above written.

Toreen Eagy
Notary Public for Oregon
My commission expires: _____
MY COMMISSION EXPIRES MAR. 17, 1967

STATE OF OREGON,

County of Marion

} ss.

On this 14th day of August, 1964, personally came before me, a notary public in and for said county and state, the within named Harry A. Hatfield, ~~and~~ and Caroline Hatfield, husband and wife ~~his wife~~, to me personally known to be the identical person S described in, and who executed the within instrument, and who each personally acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein named.



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

Charles J. ...
Notary Public for Oregon
My commission expires: Oct. 30, 1964

STATE OF OREGON,

County of _____

} ss.

On this _____ day of _____, 19____, personally came before me, a notary public in and for said county and state, the within named _____ and _____, his wife, to me personally known to be the identical person _____ described in, and who executed the within instrument, and who each personally acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein named.

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

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON,

County of _____

} ss.

On this _____ day of _____, 19____, personally came before me, a notary public in and for said county and state, the within named _____ and _____, his wife, to me personally known to be the identical person _____ described in, and who executed the within instrument, and who each personally acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein named.

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

Notary Public for Oregon
My commission expires: _____

RECORDED AUG 18 1964 AT 10:42 AM
MURIEL PAULSEN, COUNTY CLERK

69-6-40038

GRANT OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, That DAVID E. HATFIELD and PHYLLIS E. HATFIELD, husband and wife, LYMAN L. HATFIELD and SHARON HATFIELD, husband and wife, and HARRY A. HATFIELD (being the holder of a life estate in the following described real property), herein referred to as first parties, for valuable consideration to them in hand paid by DANIEL GIBBS and LOIS GIBBS, husband and wife, herein referred to as second parties, receipt whereof is hereby acknowledged, do hereby give and grant unto second parties, their heirs and assigns, a permanent non-exclusive right of way and easement for road purposes over and across a strip of land 20 feet in width, lying 10 feet on either side of the center line situated in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 29 South, Range 11, West of the Willamette Meridian, in Coos County, Oregon, which center line is more particularly described as follows:

Beginning on the boundary of Oregon State Highway No. 42, at Bridge, Oregon, 80 feet Southwesterly at right angles to Engineer's Center line station 531+75, and running thence South 38° 15' West 350 feet.

Said right of way and easement is granted for the benefit of and shall be appurtenant to the following described real property, presently owned by second parties, to-wit:

A parcel of land situated in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 29 South, Range 11, West of the Willamette Meridian, Coos County, Oregon, particularly described as follows: Beginning at a point in the center of the Middle Fork of the Coquille River which is 8.15 chains West, 13.98 chains South 38° 15' West and 3.94 chains South 55° 00' East from the Northeast corner of said Section 33, said point being the Southeast corner of a parcel of land conveyed to G. A. Young et ux by deed recorded in Book 241, Page 571, Deed Records of Coos County, Oregon; thence North 37° 00' East along Young's Easterly line 518 feet; thence South 51° 45' East 109 feet; thence South 38° 15' West 344 feet; thence along the center of said Middle Fork North 38° 20' West 112 feet to the place of beginning.

TO HAVE AND TO HOLD said right of way and easement unto second party, their heirs and assigns forever.

GRANT OF RIGHT OF WAY
Page One.

69-6-40039

IN WITNESS WHEREOF, first parties have hereunto set their hands and seals this 18th day of June, 1969.

David E. Hatfield (SEAL)
David E. Hatfield

Phyllis E. Hatfield (SEAL)
Phyllis E. Hatfield

Lyman L. Hatfield (SEAL)
Lyman L. Hatfield

Sharon Hatfield (SEAL)
Sharon Hatfield

Harry A. Hatfield (SEAL)
Harry A. Hatfield

STATE OF OREGON)
County of Coos)

ss.

Date: June 24 1969

Personally appeared the above named DAVID E. HATFIELD and PHYLLIS E. HATFIELD, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

Frederick E. Brown
Notary Public for Oregon

My Commission Expires: 9-3-71

STATE OF OREGON)
County of Lane)

ss.

Date: 6-28-69

Personally appeared the above named LYMAN L. HATFIELD and SHARON HATFIELD, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

Frederick E. Brown
Notary Public for Oregon

My Commission Expires: 2-28-71

STATE OF OREGON)
County of Lane)

ss.

Date: 6-28-69

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

BEFORE ME:

Frederick E. Brown
Notary Public for Oregon

My Commission Expires: 2-21-71

STATE OF OREGON)
Page Two and Last.

RECORDED JUN 30 1969 AT 12:03 P.M.
FAY F. CRABTREE, COUNTY CLERK



93 11 0270

RECORDING # 93110270
I, Mary Ann Wilson,
Coke County Clerk, certify
the within instrument
was filed for record at



11:19 ON 11/05/1993
By H. BRIST Deputy
pages 2 Fee \$ 18.00

Recorded Instrument Cover Sheet

Grantor: DAVID E. HATFIELD and PHYLLIS E. HATFIELD,
husband and wife

Grantee: BRIDGE WATER DISTRICT

Nature of Instrument: Easement and Right of Way

Return To: BRIDGE WATER DISTRICT
HC 85 Box 538
Myrtle Point, OR 97458

Send Tax Statements To: Mr. & Mrs. DAVID E. HATFIELD
HC 85 Box 1158
Myrtle Point, OR 97458

641

93 11 0270

EASEMENT AND RIGHT OF WAY

DAVID E. HATFIELD and PHYLLIS E. HATFIELD, husband and wife, grantors, hereby convey unto the BRIDGE WATER DISTRICT, grantee, a perpetual, non exclusive, easement and right of way over that portion of the following described real property of the subservient estate lying North and East of Highway 42:

Beginning at the Northeast corner of Section 33, Township 29 South, Range 11, West of the Willamette Meridian, Coos County, Oregon; thence West along the North line of said Section 33, 6.60 chains; thence South .78 chains; thence North 89° 45' West .75 chains; thence North .78 chains to the Section line; thence West .80 chains; thence South 36° 15' West 250 feet, more or less, to the most Northerly corner of that certain property described in Deed Book 180, Page 147 Records of Coos County, Oregon; thence Southeasterly along the Northeasterly line of said property described in said Deed Book 180, Page 147, and along the Northeasterly line of the properties described in Deed Book 182, page 384 and Deed Book 241, Page 571, Records of Coos County, Oregon, 300.0 feet, more or less, to the most Easterly corner of said property described in Deed Book 241, page 571; thence South 37° 00' West to the most Northerly corner of that certain property described in Deed Book 257, page 85, Records of Coos County, Oregon; thence South 51° 45' East along the Northeasterly line of said property described in Deed Book 257, page 85 108.0 feet to the most Easterly corner of said property described in Deed Book 257, page 85; thence South 36° 15' West 544.0 feet to the center of the Middle Fork of the Coquille River; thence upstream along the center of said river, to a point which is 104.0 feet from when measured at right angles to, the East line of said Section 33; thence North, parallel to, and 104.0 feet West from the East line of said Section 33 to the most Northerly corner of said property described in Deed Book 288, Page 133, said point being on the former Southerly boundary of the State Highway; thence Southeasterly along the Northerly line of said property described in Deed Book 288, page 133 to the East line of said Section 33; thence North along the East line of said Section 33, to the point of beginning. Except that portion of the above described property lying within the boundaries of the State Highway, and that property conveyed to the State of Oregon, by and through its State Highway Commission recorded June 1, 1961 in Deed Book 288, page 348, Records of Coos County, Oregon;

over an existing cut road running from Highway 42 to the Bridge Water District tanks located on the real property of the dominant estate described as follows:

Beginning at an iron rod post which is 635.0 feet South 88° 54' West from the Southeast corner of the SE 1/4 of the SE 1/4 of Section 28, Township 29 South, Range 11 West of the Willamette Meridian, Coos County, Oregon; thence North 88° 54' East 85.5 feet to an iron rod post; thence North 12° 11' West 85.0 feet to an iron rod post; thence South 88° 54' West 85.5 feet to an iron rod post; thence South 12° 11' East 85.0 feet to the place of beginning.

The consideration for this transfer is rock to a depth of about 2' and 2 to 3 culverts which the district will install after the land is logged in 1993 or 1994 plus the right to connect a single family dwelling to the district system. Its purpose is road access across the land of the subservient estate to the district tanks on the dominant estate.

Dated this 2nd day of November, 1983.

David E Hatfield
DAVID E. HATFIELD

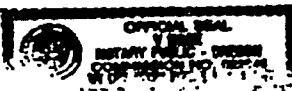
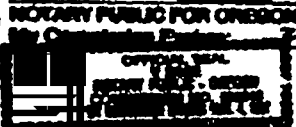
Phyllis E Hatfield
PHYLLIS E. HATFIELD

STATE OF OREGON)

COUNTY OF COOS)

Before me this 2nd day of November

Personally appeared the above named DAVID E. HATFIELD and PHYLLIS E. HATFIELD and acknowledged the foregoing instrument to be their voluntary act and deed.





00095240201900036020020026

DEBBIE HELLER, CCC, COOS COUNTY CLERK

AFTER RECORDED RETURN TO:

Caleb Lillie
93284 Lillie Drive
Myrtle Point, OR 97458

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

Caleb Lillie
93284 Lillie Drive
Myrtle Point, OR 97458

CONSIDERATION:

The true consideration for this conveyance is \$0.00

BARGAIN AND SALE DEED

Known all men by these presents, that Caleb Lillie, Grantor, conveys and warrants to Caleb Lillie, his heirs, successor's or assigns, Grantee, a parcel of land located in the NE1/4 of NE1/4 of Section 29, Township 29 South, Range 11 West of the Willamette Meridian, Coos County, Oregon, more particularly described as follows:

That portion of the Parcel described in Instrument No. 2018 - 07429, Deed Records of Coos County, Oregon, lying North of the State Highway No. 42.

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, 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY 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 TO SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 1st day of May, 2019.



GRANTOR:

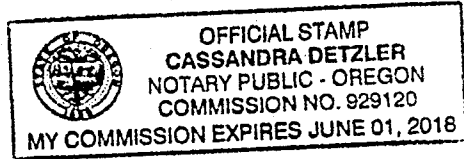
Caleb Lillie

Caleb Lillie

STATE OF OREGON)

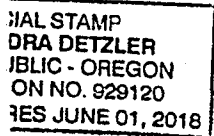
) SS.

County of Coos)



The foregoing instrument was acknowledged before me this 1st day of May, 2019 by Caleb Lillie.

Cassandra Detzler
 Notary Public for Oregon



T.L. 1400
DAVID & VALERIE LONG
RC

TENTATIVE PARTITION
LOCATED IN THE NE1/4 S.33.
T.29S., R.11W., W.M., COOS COUNTY, OR.
(29S 11W 33A - ACCT.# 1102600 - 9.3 AC. +/-)

PREPARED FOR:
CALEB LILLIE
93284 LILLIE DR.
MYRTLE POINT, OR 97458

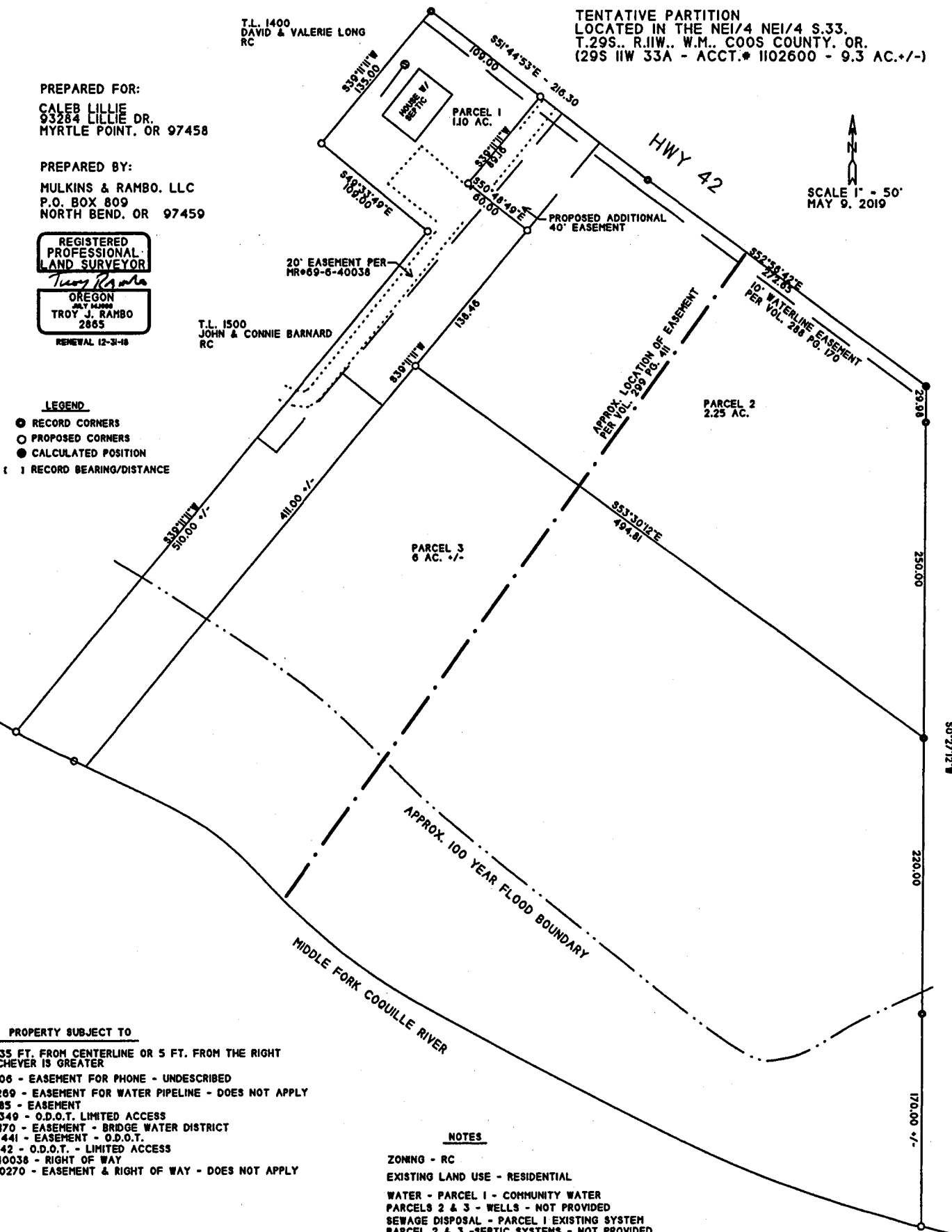
PREPARED BY:
MULKINS & RAMBO, LLC
P.O. BOX 809
NORTH BEND, OR 97459

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Troy J. Rambo
OREGON
JULY 14, 2000
TROY J. RAMBO
2865
RENEWAL 12-31-18

T.L. 1500
JOHN & CONNIE BARNARD
RC

SCALE 1" = 50'
MAY 9, 2019



T.L. 1600
DONALD & KATHRYN GEISZLER
RC

LEGEND

- RECORD CORNERS
- PROPOSED CORNERS
- CALCULATED POSITION
- () RECORD BEARING/DISTANCE

PROPERTY SUBJECT TO

- SETBACKS - 35 FT. FROM CENTERLINE OR 5 FT. FROM THE RIGHT OF WAY, WHICHEVER IS GREATER
- BK. 92 PG. 606 - EASEMENT FOR PHONE - UNDESCRIBED
- BK. 103 PG. 269 - EASEMENT FOR WATER PIPELINE - DOES NOT APPLY
- BK. 257 PG. 85 - EASEMENT
- BK. 285 PG. 349 - O.D.O.T. LIMITED ACCESS
- BK. 288 PG. 170 - EASEMENT - BRIDGE WATER DISTRICT
- BK. 299 PG. 441 - EASEMENT - O.D.O.T.
- BK. 311 PG. 542 - O.D.O.T. - LIMITED ACCESS
- HR# 69-06-40038 - RIGHT OF WAY
- INST.# 93-II-0270 - EASEMENT & RIGHT OF WAY - DOES NOT APPLY

NOTES

- ZONING - RC
- EXISTING LAND USE - RESIDENTIAL
- WATER - PARCEL 1 - COMMUNITY WATER
- PARCELS 2 & 3 - WELLS - NOT PROVIDED
- SEWAGE DISPOSAL - PARCEL 1 EXISTING SYSTEM
- PARCEL 2 & 3 - SEPTIC SYSTEMS - NOT PROVIDED
- POWER / PHONE - LOCATED ON SITE
- TOPOGRAPHY - LESS THAN 10% EXCEPT ALONG THE RIVER